



EAGLE MOUNTAIN CITY COUNCIL MEETING

February 21, 2023, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

1.B UPDATE - Communities that Care, Caryn Nielsen

1.C UPDATE - 2nd Quarter Budget Status

[Q2 FY2023 City Wide by Fund](#)

[Q2 FY2023 Fund by Type](#)

[Q2 FY2023 General Fund by Division](#)

1.D [PRESENTATION - Letters on Mountains for Cedar Valley High School
Letters Location](#)

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

your comments to three minutes each.)

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. AGREEMENTS

- 9.A [Offsite Sewer Reimbursement Agreement - Oquirrh Mountain Ranch](#)
[Reimbursement Agreement - RK Builders](#)

10. BID AWARDS

- 10.A [Small Area Plan: Commercial Core - Downtown Redevelopment Services](#)
[Downtown Redevelopment Proposal - Commercial Core](#)
- 10.B [Small Area Plan: Gateway Park - Downtown Redevelopment Services](#)
[Downtown Redevelopment Proposal - Gateway Park](#)
- 10.C [Small Area Plan: Mid-Valley/Downtown - Downtown Redevelopment Services](#)
[Downtown Redevelopment Proposal - Mid-Valley](#)

11. MINUTES

- 11.A [January 24, 2023 Minutes - Special City Council Meeting](#)
[01.24.2023 City Council Minutes - DRAFT](#)
- 11.B [February 7, 2023 Minutes - Regular City Council Meeting](#)
[02.07.2023 City Council Minutes - DRAFT](#)

SCHEDULED ITEMS

12. LOWER HIDDEN VALLEY

- 12.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah,](#)
[Approving the First Amendment to the Lower Hidden Valley Master Development Plan.](#)

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed ordinance and resolution modify both a Master Development Plan and associated Master Development Agreement pertaining to 244.5 acres of land zoned Residential in the Lower Hidden Valley development area, to allow some modifications to a previously approved project that included 1,256 residential dwelling units. This item was tabled at the February 7, 2023 City Council meeting and is being presented for consideration with changes to what was proposed on February 7.

ORD--Lower Hidden Valley MDP Amendment #1

Vicinity Map

2010 Lower Hidden Valley MDP

Newly Proposed Lower Hidden Valley Master Plan, Open Space Plan and Land Exchange Exhibit

- 12.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Lower Hidden Valley Master Development Agreement.

BACKGROUND: *(Presented by Planning Manager Robert Hobbs & City Attorney Marcus Draper)* An Applicant-Proposed 1st Amended Master Development Agreement for the Lower Hidden Valley Project, located south of Pony Express Parkway in the Hidden Valley area.

RES--Lower Hidden Valley MDA Amendment #1

Proposed MDA Amendment #1

13. PORTERS CROSSING TOWN CENTER

- 13.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Future Land Use Map of the General Plan, Rezoning Certain Lands Known as Porter's Crossing Town Center, and Approving the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan.

This item was removed at the applicant's request and will not be discussed during the meeting.

14. POLE CANYON

- 14.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon Master Development Plan (AKA Firefly).

This item was removed at the applicant's request and will not be discussed during the meeting.

15. ORDINANCES/PUBLIC HEARINGS

- 15.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zones.

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance changes the calculation of the allowable size of an accessory dwelling unit in Residential zones. Currently, the maximum accessory building square footage in certain zones is based on the primary dwelling footprint square footage plus the garage area. In other

zones, there is no maximum. The proposed language changes the maximum to a percentage of lot coverage - either ten or fifteen percent, depending on the zone.

[ORD--EMMC 17.25 Residential Zones - Accessory Structures](#)

[EMMC 17.25 Residential Zones - Accessory Structures Redlines](#)

- 15.B [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 15.10 Improvement and Design Standards and Chapter 15.70 General Specifications for Electrical Service.](#)

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance amends EMMC 15.10 and EMMC 15.70 to clarify the required distance of 250 to 350 feet between streetlights on rural and local streets, and eliminates the discrepancy of 300 to 600 feet for all developments.

[ORD--EMMC 15.10 and 15.70 - Streetlights](#)

[EMMC 15.10 and EMMC 15.70 Streetlights - Redlines](#)

16. CITY COUNCIL/MAYOR'S BUSINESS

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

17. 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.

18. COMMUNICATION ITEMS

- 18.A Financial Report
[January 2023 Executive Summary](#)

- 18.B Upcoming Agenda Items
[Upcoming Agenda Items](#)

19. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 16th day of February, 2023, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

General Ledger City Wide by Fund

User: kruesch
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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	Prior Year Actual	Budget Variance	% ExpendCollect
Revenue					
General Fund	29,380,967.00	15,811,176.27	14,515,426.51	13,569,790.73	53.81
Water Impact Fee Fund	10,991,983.00	1,113,253.54	3,104,795.03	9,878,729.46	10.13
Wastewater Impact Fee Fund	6,981,905.00	385,916.62	1,460,198.26	6,595,988.38	5.53
ParksTrails Impact Fee Fund	5,832,897.00	598,232.94	2,050,841.57	5,234,664.06	10.26
Public Safety Facility Impact	30,000.00	10,371.60	7,938.00	19,628.40	34.57
Stormwater Impact Fee Fund	2,430,122.00	109,125.95	342,781.30	2,320,996.05	4.49
Transportation Impact Fee Fund	2,387,135.00	235,997.79	855,078.05	2,151,137.21	9.89
Capital Projects General Fund	13,269,091.00	538,831.04	375.12	12,730,259.96	4.06
Water Fund	23,783,425.00	8,705,360.76	8,181,815.96	15,078,064.24	36.60
Sewer Fund	12,140,349.00	5,244,093.85	5,213,628.20	6,896,255.15	43.20
Fleet Fund	1,785,327.00	484,250.59	676,685.43	1,301,076.41	27.12
Solid Waste Fund	2,263,000.00	1,195,807.73	887,671.32	1,067,192.27	52.84
Storm Drain Fund	1,246,000.00	694,374.82	317,800.84	551,625.18	55.73
Cemetery Fund	63,500.00	30,380.00	39,120.00	33,120.00	47.84
Utility Billing Fund	273,380.00	136,690.02	21,465.43	136,689.98	50.00
GIS Fund	307,049.00	153,524.46	22,785.92	153,524.54	50.00
AA 2013-1 Fund	62,500.00	4,345.36	26,432.10	58,154.64	6.95
Eagle Mountain RDA	9,256,544.00	0.00	0.00	9,256,544.00	0.00
Revenue	122,485,174.00	35,451,733.34	37,724,839.04	87,033,440.66	28.94
Expense					
General Fund	27,904,217.00	8,630,595.27	6,837,863.86	19,273,621.73	30.93
Water Impact Fee Fund	15,503,152.00	405,146.00	778,001.44	15,098,006.00	2.61
Wastewater Impact Fee Fund	6,981,905.00	1,441,266.71	2,833,420.90	5,540,638.29	20.64
ParksTrails Impact Fee Fund	6,099,853.00	0.00	0.00	6,099,853.00	0.00
Public Safety Facility Impact	30,000.00	0.00	0.00	30,000.00	0.00
Stormwater Impact Fee Fund	2,469,242.00	5,497.24	14,267.80	2,463,744.76	0.22
Transportation Impact Fee Fund	2,012,799.00	0.00	0.00	2,012,799.00	0.00
Capital Projects General Fund	36,990,644.00	8,063,211.92	994,429.21	28,927,432.08	21.80
Water Fund	31,296,275.00	3,246,849.50	2,376,323.31	28,049,425.50	10.37
Sewer Fund	13,380,023.00	3,654,967.51	8,407,758.49	9,725,055.49	27.32
Fleet Fund	1,833,747.00	277,085.27	175,757.88	1,556,661.73	15.11
Solid Waste Fund	2,791,712.00	762,758.57	779,394.95	2,028,953.43	27.32
Storm Drain Fund	1,185,483.00	329,876.67	257,993.24	855,606.33	27.83
Cemetery Fund	29,680.00	3,348.64	11,982.10	26,331.36	11.28

Description	Amended Budget	YTD Actuals	Prior Year Actual	Budget Variance	% ExpendCollect
Utility Billing Fund	300,430.00	136,283.87	109,496.21	164,146.13	45.36
GIS Fund	407,049.00	119,134.26	89,565.51	287,914.74	29.27
AA 2013-1 Fund	62,500.00	12,225.00	16,365.63	50,275.00	19.56
Eagle Mountain RDA	9,256,544.00	127,980.54	0.00	9,128,563.46	1.38
Expense	158,535,255.00	27,216,226.97	23,682,620.53	131,319,028.03	17.17

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% ExpendCollect
General Fund					
Revenue					
Taxes	16,430,317.00	8,884,153.90	7,252,535.64	7,546,163.10	54.07
Licenses and Permits	25,000.00	11,335.82	9,855.50	13,664.18	45.34
Planning Building & Eng Fees	5,756,500.00	1,218,711.10	2,795,478.07	4,537,788.90	21.17
Intergovernmental Revenue	4,251,534.00	3,469,740.70	3,284,295.48	781,793.30	81.61
Charges for Services	186,000.00	225,701.21	84,204.47	-39,701.21	121.34
Recreation	93,000.00	109,797.00	84,482.00	-16,797.00	118.06
Utility Revenue	3,500.00	4,982.89	3,975.00	-1,482.89	142.37
Fines & Forfeitures	107,000.00	145,752.40	119,018.04	-38,752.40	136.22
Miscellaneous Revenues	158,400.00	272,707.93	205,334.86	-114,307.93	172.16
Interfund Transfers	1,659,716.00	819,723.96	670,506.00	839,992.04	49.39
Special Revenues & Resources	710,000.00	648,569.36	5,741.45	61,430.64	91.35
Revenue	29,380,967.00	15,811,176.27	14,515,426.51	13,569,790.73	53.81
Expense					
Personnel Services	8,512,013.00	3,781,854.37	2,967,413.24	4,730,158.63	44.43
Materials & Supplies	5,324,863.00	1,551,296.46	1,596,369.27	3,773,566.54	29.13
Utility & Utility Services	291,845.00	142,316.82	50,291.02	149,528.18	48.76
General & Contracted Services	6,736,975.00	2,613,072.91	1,762,512.44	4,123,902.09	38.79
Special Departmental Materials	9,725.00	1,366.95	1,459.83	8,358.05	14.06
Grants	27,000.00	1,446.15	8,230.14	25,553.85	5.36
Contractual Agreements	689,700.00	34,500.00	0.00	655,200.00	5.00
Capital Outlay	586,119.00	235,971.13	95,166.56	350,147.87	40.26
Debt Service	41,300.00	0.00	27,000.00	41,300.00	0.00
Interfund Transfers	5,684,677.00	268,770.48	329,421.36	5,415,906.52	4.73
Expense	27,904,217.00	8,630,595.27	6,837,863.86	19,273,621.73	30.93
General Fund	1,476,750.00	7,180,581.00	7,677,562.65	-5,703,831.00	486.24

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Water Impact Fee Fund					
Revenue					
Planning Building & Eng Fees	8,728,480.00	844,060.16	3,090,530.80	7,884,419.84	9.67
Miscellaneous Revenues	26,762.00	269,193.38	14,264.23	-242,431.38	1,005.88
Special Revenues & Resources	2,236,741.00	0.00	0.00	2,236,741.00	0.00
Revenue	10,991,983.00	1,113,253.54	3,104,795.03	9,878,729.46	10.13
Expense					
Grants	3,005,960.00	0.00	0.00	3,005,960.00	0.00
Interfund Transfers	12,497,192.00	405,146.00	778,001.44	12,092,046.00	3.24
Expense	15,503,152.00	405,146.00	778,001.44	15,098,006.00	2.61
Water Impact Fee Fund	-4,511,169.00	708,107.54	2,326,793.59	-5,219,276.54	-15.70

General Ledger Quarterly Budget Update

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Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Wastewater Impact Fee Fund					
Revenue					
Planning Building & Eng Fees	4,094,151.00	355,886.22	1,456,909.20	3,738,264.78	8.69
Miscellaneous Revenues	6,253.00	30,030.40	3,289.06	-23,777.40	480.26
Special Revenues & Resources	2,881,501.00	0.00	0.00	2,881,501.00	0.00
Revenue	6,981,905.00	385,916.62	1,460,198.26	6,595,988.38	5.53
Expense					
Materials & Supplies	0.00	965.00	1,800.00	-965.00	0.00
Grants	2,183,193.00	96,677.71	144,446.81	2,086,515.29	4.43
Interfund Transfers	4,798,712.00	1,343,624.00	2,687,174.09	3,455,088.00	28.00
Expense	6,981,905.00	1,441,266.71	2,833,420.90	5,540,638.29	20.64
Wastewater Impact Fee Fund	0.00	-1,055,350.09	-1,373,222.64	1,055,350.09	0.00

General Ledger Quarterly Budget Update

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Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
ParksTrails Impact Fee Fund					
Revenue					
Planning Building & Eng Fees	5,827,428.00	567,645.00	2,047,019.00	5,259,783.00	9.74
Miscellaneous Revenues	5,469.00	30,587.94	3,822.57	-25,118.94	559.30
Revenue	5,832,897.00	598,232.94	2,050,841.57	5,234,664.06	10.26
Expense					
Grants	106,964.00	0.00	0.00	106,964.00	0.00
Interfund Transfers	5,992,889.00	0.00	0.00	5,992,889.00	0.00
Expense	6,099,853.00	0.00	0.00	6,099,853.00	0.00
ParksTrails Impact Fee Fund	-266,956.00	598,232.94	2,050,841.57	-865,188.94	-224.09

General Ledger Quarterly Budget Update

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Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Public Safety Facility Impact					
Revenue					
Planning Building & Eng Fees	30,000.00	10,371.60	7,938.00	19,628.40	34.57
Revenue	30,000.00	10,371.60	7,938.00	19,628.40	34.57
Expense					
Ending Balance (Budgeted)	30,000.00	0.00	0.00	30,000.00	0.00
Expense	30,000.00	0.00	0.00	30,000.00	0.00
Public Safety Facility Impact	0.00	10,371.60	7,938.00	-10,371.60	0.00

General Ledger Quarterly Budget Update

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Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Stormwater Impact Fee Fund					
Revenue					
Planning Building & Eng Fees	965,530.00	91,676.80	341,285.80	873,853.20	9.49
Miscellaneous Revenues	2,417.00	17,449.15	1,495.50	-15,032.15	721.93
Special Revenues & Resources	1,462,175.00	0.00	0.00	1,462,175.00	0.00
Revenue	2,430,122.00	109,125.95	342,781.30	2,320,996.05	4.49
Expense					
Materials & Supplies	39,120.00	0.00	980.00	39,120.00	0.00
Grants	79,022.00	5,497.24	13,287.80	73,524.76	6.96
Interfund Transfers	2,351,100.00	0.00	0.00	2,351,100.00	0.00
Expense	2,469,242.00	5,497.24	14,267.80	2,463,744.76	0.22
Stormwater Impact Fee Fund	-39,120.00	103,628.71	328,513.50	-142,748.71	-264.90

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Transportation Impact Fee Fund					
Revenue					
Planning Building & Eng Fees	2,384,326.00	218,420.00	852,905.00	2,165,906.00	9.16
Miscellaneous Revenues	2,809.00	17,577.79	2,173.05	-14,768.79	625.77
Revenue	2,387,135.00	235,997.79	855,078.05	2,151,137.21	9.89
Expense					
Grants	186,000.00	0.00	0.00	186,000.00	0.00
Interfund Transfers	1,826,799.00	0.00	0.00	1,826,799.00	0.00
Expense	2,012,799.00	0.00	0.00	2,012,799.00	0.00
Transportation Impact Fee Fund	374,336.00	235,997.79	855,078.05	138,338.21	63.04

General Ledger Quarterly Budget Update

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Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Capital Projects General Fund					
Revenue					
Intergovernmental Revenue	0.00	167,069.62	0.00	-167,069.62	0.00
Miscellaneous Revenues	0.00	371,761.42	375.12	-371,761.42	0.00
Interfund Transfers	12,101,766.00	0.00	0.00	12,101,766.00	0.00
Special Revenues & Resources	1,167,325.00	0.00	0.00	1,167,325.00	0.00
Revenue	13,269,091.00	538,831.04	375.12	12,730,259.96	4.06
Expense					
Capital Outlay	36,990,644.00	8,063,211.92	994,429.21	28,927,432.08	21.80
Expense	36,990,644.00	8,063,211.92	994,429.21	28,927,432.08	21.80
Capital Projects General Fund	-23,721,553.00	-7,524,380.88	-994,054.09	-16,197,172.12	31.72

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Water Fund					
Revenue					
Utility Revenue	7,972,340.00	4,677,654.66	2,959,024.69	3,294,685.34	58.67
Fines & Forfeitures	40,000.00	6,050.00	0.00	33,950.00	15.13
Miscellaneous Revenues	7,025,000.00	3,616,510.10	4,444,789.83	3,408,489.90	51.48
Interfund Transfers	7,986,023.00	405,146.00	778,001.44	7,580,877.00	5.07
Special Revenues & Resources	760,062.00	0.00	0.00	760,062.00	0.00
Revenue	23,783,425.00	8,705,360.76	8,181,815.96	15,078,064.24	36.60
Expense					
Personnel Services	980,253.00	495,135.00	337,683.55	485,118.00	50.51
Materials & Supplies	1,336,050.00	421,391.41	253,175.73	914,658.59	31.54
Utility & Utility Services	840,000.00	407,940.06	355,404.02	432,059.94	48.56
General & Contracted Services	1,818,700.00	735,935.35	1,245.50	1,082,764.65	40.46
Grants	0.00	50.00	0.00	-50.00	0.00
Contractual Agreements	19,745.00	2,912.34	0.00	16,832.66	14.75
Capital Outlay	22,083,259.00	533,989.88	921,463.24	21,549,269.12	2.42
Debt Service	641,523.00	95,546.00	101,885.25	545,977.00	14.89
Interfund Transfers	1,276,745.00	553,949.46	405,466.02	722,795.54	43.39
Depreciation	2,300,000.00	0.00	0.00	2,300,000.00	0.00
Expense	31,296,275.00	3,246,849.50	2,376,323.31	28,049,425.50	10.37
Water Fund	-7,512,850.00	5,458,511.26	5,805,492.65	-12,971,361.26	-72.66

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Sewer Fund					
Revenue					
Utility Revenue	6,666,170.00	3,880,668.18	2,519,389.96	2,785,501.82	58.21
Miscellaneous Revenues	25,000.00	19,801.67	7,064.15	5,198.33	79.21
Interfund Transfers	4,798,712.00	1,343,624.00	2,687,174.09	3,455,088.00	28.00
Special Revenues & Resources	650,467.00	0.00	0.00	650,467.00	0.00
Revenue	12,140,349.00	5,244,093.85	5,213,628.20	6,896,255.15	43.20
Expense					
Personnel Services	640,374.00	344,594.63	354,801.25	295,779.37	53.81
Materials & Supplies	2,165,250.00	947,692.66	884,516.17	1,217,557.34	43.77
Utility & Utility Services	324,000.00	52,339.74	62,403.17	271,660.26	16.15
General & Contracted Services	69,760.00	3,065.50	2,723.50	66,694.50	4.39
Capital Outlay	6,333,328.00	1,584,124.46	6,445,618.81	4,749,203.54	25.01
Debt Service	1,141,812.00	175,324.00	189,349.75	966,488.00	15.35
Interfund Transfers	1,105,499.00	547,826.52	468,345.84	557,672.48	49.55
Depreciation	1,600,000.00	0.00	0.00	1,600,000.00	0.00
Expense	13,380,023.00	3,654,967.51	8,407,758.49	9,725,055.49	27.32
Sewer Fund	-1,239,674.00	1,589,126.34	-3,194,130.29	-2,828,800.34	-128.19

General Ledger Quarterly Budget Update

User: kruesch
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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Fleet Fund					
Revenue					
Miscellaneous Revenues	0.00	6,200.59	34,199.07	-6,200.59	0.00
Interfund Transfers	1,484,100.00	478,050.00	642,486.36	1,006,050.00	32.21
Special Revenues & Resources	301,227.00	0.00	0.00	301,227.00	0.00
Revenue	1,785,327.00	484,250.59	676,685.43	1,301,076.41	27.12
Expense					
Personnel Services	162,064.00	72,410.61	54,261.54	89,653.39	44.68
Materials & Supplies	347,000.00	153,604.41	121,421.34	193,395.59	44.27
Capital Outlay	864,420.00	51,070.25	75.00	813,349.75	5.91
Debt Service	60,263.00	0.00	0.00	60,263.00	0.00
Depreciation	400,000.00	0.00	0.00	400,000.00	0.00
Expense	1,833,747.00	277,085.27	175,757.88	1,556,661.73	15.11
Fleet Fund	-48,420.00	207,165.32	500,927.55	-255,585.32	-427.85

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Solid Waste Fund					
Revenue					
Utility Revenue	2,263,000.00	1,194,695.11	887,311.29	1,068,304.89	52.79
Miscellaneous Revenues	0.00	1,112.62	360.03	-1,112.62	0.00
Revenue	2,263,000.00	1,195,807.73	887,671.32	1,067,192.27	52.84
Expense					
Personnel Services	0.00	7,143.89	2,848.26	-7,143.89	0.00
Materials & Supplies	141,500.00	7,244.42	35,457.07	134,255.58	5.12
General & Contracted Services	1,872,900.00	667,270.78	684,838.70	1,205,629.22	35.63
Capital Outlay	610,000.00	0.00	0.00	610,000.00	0.00
Interfund Transfers	167,312.00	81,099.48	56,250.92	86,212.52	48.47
Expense	2,791,712.00	762,758.57	779,394.95	2,028,953.43	27.32
Solid Waste Fund	-528,712.00	433,049.16	108,276.37	-961,761.16	-81.91

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Storm Drain Fund					
Revenue					
Utility Revenue	1,240,000.00	693,867.28	317,704.35	546,132.72	55.96
Fines & Forfeitures	6,000.00	0.00	0.00	6,000.00	0.00
Miscellaneous Revenues	0.00	507.54	96.49	-507.54	0.00
Revenue	1,246,000.00	694,374.82	317,800.84	551,625.18	55.73
Expense					
Personnel Services	289,828.00	146,697.51	136,832.97	143,130.49	50.62
Materials & Supplies	87,250.00	24,459.78	17,986.59	62,790.22	28.03
Utility & Utility Services	3,600.00	544.35	654.11	3,055.65	15.12
General & Contracted Services	19,875.00	4,145.00	4,760.00	15,730.00	20.86
Capital Outlay	40,000.00	17,687.53	0.00	22,312.47	44.22
Interfund Transfers	274,930.00	136,342.50	97,759.57	138,587.50	49.59
Depreciation	470,000.00	0.00	0.00	470,000.00	0.00
Expense	1,185,483.00	329,876.67	257,993.24	855,606.33	27.83
Storm Drain Fund	60,517.00	364,498.15	59,807.60	-303,981.15	602.31

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Cemetery Fund					
Revenue					
Cemetery Revenue	63,500.00	30,380.00	39,120.00	33,120.00	47.84
Revenue	63,500.00	30,380.00	39,120.00	33,120.00	47.84
Expense					
Personnel Services	6,280.00	3,104.92	2,725.08	3,175.08	49.44
Materials & Supplies	21,600.00	81.90	9,257.02	21,518.10	0.38
Utility & Utility Services	0.00	161.82	0.00	-161.82	0.00
General & Contracted Services	1,800.00	0.00	0.00	1,800.00	0.00
Expense	29,680.00	3,348.64	11,982.10	26,331.36	11.28
Cemetery Fund	33,820.00	27,031.36	27,137.90	6,788.64	79.93

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Utility Billing Fund					
Revenue					
Interfund Transfers	273,380.00	136,690.02	21,465.43	136,689.98	50.00
Revenue	273,380.00	136,690.02	21,465.43	136,689.98	50.00
Expense					
Personnel Services	207,830.00	93,860.33	69,402.50	113,969.67	45.16
Materials & Supplies	10,100.00	349.47	1,959.84	9,750.53	3.46
General & Contracted Services	82,500.00	42,074.07	38,133.87	40,425.93	51.00
Expense	300,430.00	136,283.87	109,496.21	164,146.13	45.36
Utility Billing Fund	-27,050.00	406.15	-88,030.78	-27,456.15	-1.50

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
GIS Fund					
Revenue					
Interfund Transfers	307,049.00	153,524.46	22,785.92	153,524.54	50.00
Revenue	307,049.00	153,524.46	22,785.92	153,524.54	50.00
Expense					
Personnel Services	204,085.00	76,064.13	51,835.31	128,020.87	37.27
Materials & Supplies	188,064.00	38,753.00	37,730.20	149,311.00	20.61
General & Contracted Services	7,900.00	4,317.13	0.00	3,582.87	54.65
Depreciation	7,000.00	0.00	0.00	7,000.00	0.00
Expense	407,049.00	119,134.26	89,565.51	287,914.74	29.27
GIS Fund	-100,000.00	34,390.20	-66,779.59	-134,390.20	-34.39

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
AA 2013-1 Fund					
Revenue					
Miscellaneous Revenues	0.00	692.66	162.17	-692.66	0.00
Special Revenues & Resources	62,500.00	3,652.70	26,269.93	58,847.30	5.84
Revenue	62,500.00	4,345.36	26,432.10	58,154.64	6.95
Expense					
Debt Service	57,500.00	12,225.00	16,365.63	45,275.00	21.26
Interfund Transfers	5,000.00	0.00	0.00	5,000.00	0.00
Expense	62,500.00	12,225.00	16,365.63	50,275.00	19.56
AA 2013-1 Fund	0.00	-7,879.64	10,066.47	7,879.64	0.00

General Ledger Quarterly Budget Update

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Period 06 - 06
Fiscal Year 2023



Description	Amended Budget	YTD Actuals	PY Actual	Budget Variance	% Expend/Collect
Eagle Mountain RDA					
Revenue					
Taxes	9,256,544.00	0.00	0.00	9,256,544.00	0.00
Revenue	9,256,544.00	0.00	0.00	9,256,544.00	0.00
Expense					
Grants	9,231,266.00	127,980.54	0.00	9,103,285.46	1.39
Interfund Transfers	25,278.00	0.00	0.00	25,278.00	0.00
Expense	9,256,544.00	127,980.54	0.00	9,128,563.46	1.38
Eagle Mountain RDA	0.00	-127,980.54	0.00	127,980.54	0.00

General Ledger

Quarterly Update by Department

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 Period 06 - 06
 Fiscal Year 2023



Description	Amended Budget	YTD Actuals	Prior Year Actual	Budget Variance	% ExpendCollect
General Fund					
Expense					
Legislative	241,264.00	79,974.52	41,896.82	161,289.48	33.15
City Recorder's Office	490,923.00	190,687.21	172,032.49	300,235.79	38.84
Attorney	167,250.00	66,580.71	57,994.00	100,669.29	39.81
Executive	1,011,857.00	380,113.57	316,252.63	631,743.43	37.57
Finance	638,463.00	303,518.43	228,843.70	334,944.57	47.54
Engineering	878,909.00	387,542.63	317,213.15	491,366.37	44.09
Planning & Zoning	1,495,081.00	420,797.41	237,936.86	1,074,283.59	28.15
Economic Development	929,723.00	82,406.80	85,147.75	847,316.20	8.86
Recreation	466,447.00	133,219.56	98,736.52	333,227.44	28.56
Project Mgmt & Facilities	1,072,475.00	663,298.56	266,258.76	409,176.44	61.85
Information Technology	773,524.00	358,292.35	263,523.36	415,231.65	46.32
Public Information Services	295,145.00	120,828.18	135,410.15	174,316.82	40.94
Human Resources	285,979.00	105,833.31	109,006.93	180,145.69	37.01
Special Events	356,288.00	159,942.12	135,083.33	196,345.88	44.89
Public Safety	5,461,011.00	1,410,901.65	1,510,368.03	4,050,109.35	25.84
Building Inspections	1,576,899.00	593,403.46	497,489.98	983,495.54	37.63
Streets & Roads	3,857,811.00	1,635,110.48	1,286,975.03	2,222,700.52	42.38
Parks & Recreation	2,365,527.00	1,182,627.63	868,213.38	1,182,899.37	49.99
Library	761,505.00	355,516.69	209,480.99	405,988.31	46.69
Transfers & Contributions	4,778,136.00	0.00	0.00	4,778,136.00	0.00
Expense	27,904,217.00	8,630,595.27	6,837,863.86	19,273,621.73	30.93
General Fund	27,904,217.00	8,630,595.27	6,837,863.86	19,273,621.73	30.93



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	PRESENTATION - Letters on Mountains for Cedar Valley High School		
ITEM TYPE:	Presentation		
FISCAL IMPACT:	N/A		
APPLICANT:	Cedar Valley High School		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Evan Berrett, Admin

PRESENTED BY:
Charlotte Ducos and CVHS Students

RECOMMENDATION:

BACKGROUND:

Cedar Valley High School is desiring to construct the letters "CV" on city property (parcel #58:040:0626). The letters would be installed on the north side, near the high point for visibility. The land is currently Eagle Mountain City property. Cedar Valley High School is desiring feedback from City Council before a more formal request.

ITEMS FOR CONSIDERATION:

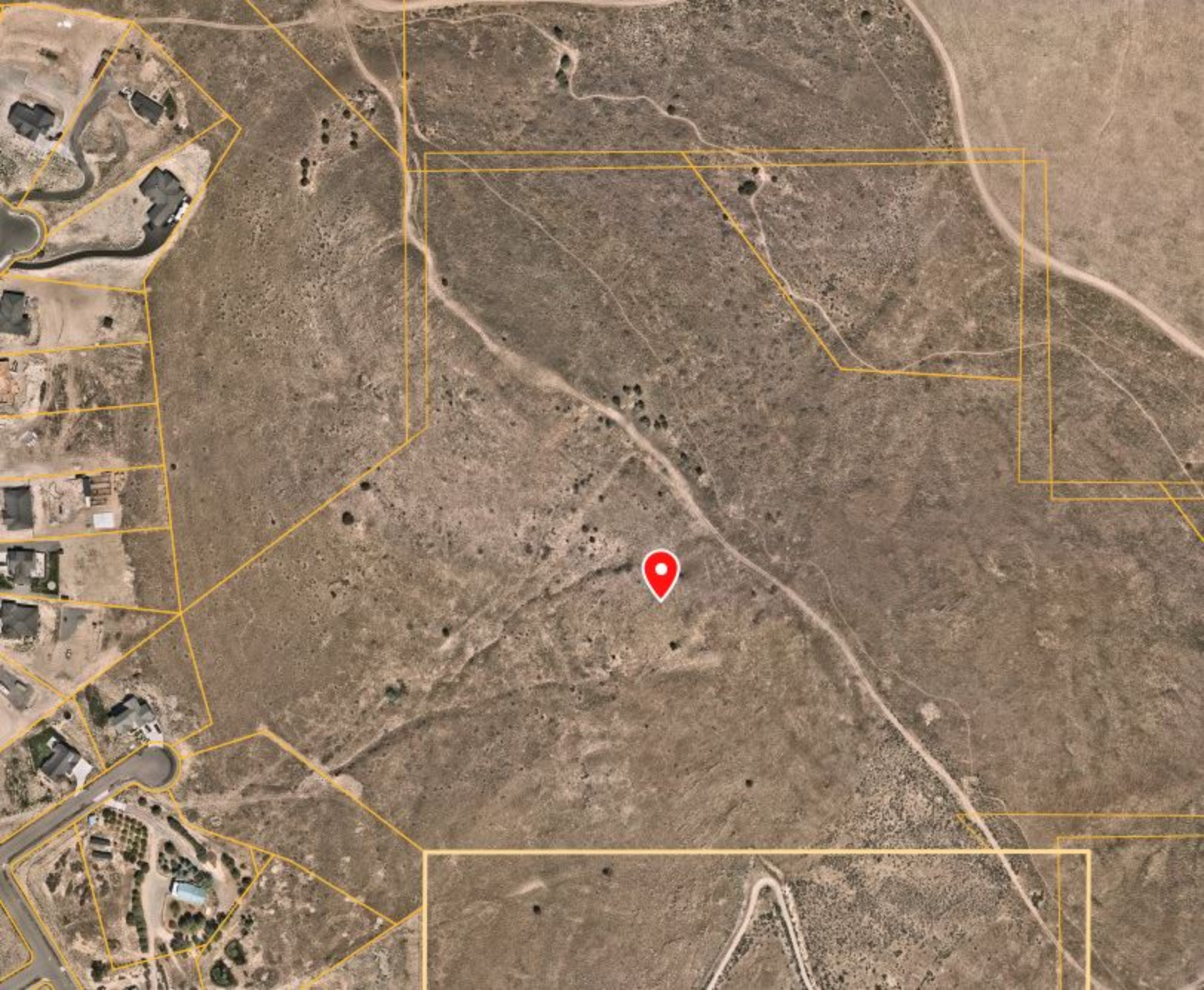
The land in question is slated to be improved into a wildlife refuge of sorts, with enhanced landscaping and so forth. Bureau of Land Management, which controls all of the other viable ridges, forbids construction of such letters. Future high schools would likely have no options for installing letters of their own.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Letters Location](#)







Proposed Location



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	Offsite Sewer Reimbursement Agreement - Oquirrh Mountain Ranch		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$32,006		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty/ Marcus Draper

RECOMMENDATION:

BACKGROUND:

When Oquirrh Ranch subdivision was built, they connect the sewer line to the existing line in Pony Express Parkway. When doing so, the upsized the pipe size to accommodate future growth needs. This agreement will reimburse Oquirrh Woods Ranch for the upsizing costs.

742 lf of 8" @\$21.00/ft =\$15,582

960 lf of 10" @\$23.00/ft =\$22,080

1,584 lf of 12" @25.00/ft =\$39,600

2,375 lf of 18" @31.00/ft =\$73,625

5,661 lf of Total Sewer installed =\$150,887

5,661 lf @ \$21.00 =\$118,881

Difference =\$32,006

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Reimbursement Agreement - RK Builders](#)

REIMBURSEMENT AGREEMENT FOR RK BUILDERS

This Reimbursement Agreement (this "**Agreement**") is entered into as of the date last executed below by and among **Eagle Mountain City**, a municipal corporation of the State of Utah (the "City") and **RK Builders 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 Oquirrh Mountain Ranch located in Eagle Mountain City, Utah (the "**Project**").
- B. In connection with the Project, Developer has constructed and dedicated to the City a new sewer trunk line approximately 5,661 linear feet in length with related improvements including all improvements itemized in the Bid Schedule from Hardline Excavation and the other cost/bid estimates collectively attached hereto as Exhibit "A". Developer upsized portions of the sewer trunk line within the Project from an eight-inch sewer line, which was attributable to the project, to ten-, twelve-, and eighteen-inch sewer lines at the request of the City (the "**Sewer Improvements**").
- C. The Parties agree that the Sewer Improvements are "*System Improvements*," as defined under Utah law. Accordingly, Developer is entitled to reimbursement from the City for the costs of the Sewer Improvements.
- D. The City Engineer has reviewed the costs to upsize and construct the Improvements and determined that the reasonable cost of the Improvements is \$32,006.00.
- E. It is the intent of the Parties that the City will reimburse Developer for costs associated with the Sewer Improvements on the terms and conditions set forth herein.

AGREEMENT

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

- 1. Recitals. The above stated Recitals are incorporated herein as part of this Agreement.
- 2. IFFP Plan. To the extent necessary, the City will amend and update its Impact Fee Facilities Plan to include the Sewer Improvements.
- 3. Developer's Obligations. Developer shall construct and install, or cause to be constructed and installed, all of the Sewer Improvements at Developer's initial sole cost and expense and in accordance with requirements of the City ordinances,

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

4. Reimbursable Costs. The Parties agree that the total reimbursable costs to design, construct, bond for, and install the Sewer Improvements shall not exceed the actual out-of-pocket costs incurred by Developer to complete the Sewer Improvements. Subject to the foregoing, the City has reviewed and approved the bids and estimated material costs for the Sewer Improvements, which are attached hereto as Exhibit "A." The total estimated cost of the Sewer Improvements is \$32,006.00 (the "**Reimbursable Costs**"), which are summarized as follows:

960 linear feet of 10" sewer pipe with a cost difference of \$2.00/ft	\$1,920.00
1,584 linear feet of 12" sewer pipe with a cost difference of \$4.00/ft	\$6,336.00
2,375 linear feet of 18" sewer pipe with a cost difference of \$10.00/ft	\$23,750.00
TOTAL:	\$32,006.00

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

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

any administrative fees, construction management fees, insurance costs, licensing fees or attorney fees for Developer or its principals or affiliates.

6. Review of Actual Expenditures. Prior to any reimbursement by the City for the Reimbursable Cost, City may require that Developer submit additional information or detail regarding all material, labor and equipment costs (the "Cost Breakdown"). Developer shall include invoices or receipts from all third parties providing material, labor or equipment for the Infrastructure. Developer, either directly or through any affiliated company or subsidiary, shall not include or be entitled to any administrative fees, management fees, mark-ups, or profits on any material, labor or equipment. If the City disputes any of the costs or amounts included in the Cost Breakdown, City may either request additional information from Developer or provide to Developer a written response detailing the costs or amounts that City disputes and an explanation for City not accepting such costs or amounts.
7. Reimbursement Payments. The total amount of the Reimbursable Costs will be reimbursed by the City. The City shall collect sewer/wastewater impact fees from all service areas that benefit from the Sewer Improvements and make cash reimbursement payments to Developer on a quarterly basis from the available funds so collected by the City. No interest will accrue on the amounts to be reimbursed to Developer. Reimbursement payments will be made by the City to Developer until Developer has been reimbursed in full (without interest).
8. Changes in Impact Fee Regulations / Alternative Collection. Developer acknowledges and agrees that the City's obligation to reimburse Developer under this Agreement is based on the City's ability to collect impact fees from developments in the City in accordance with the Utah Impact Fees Act (Utah Code Ann. § 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 efforts to impose and collect sewer impact fees to fully reimburse the Developer for the full reimbursement amount in a timely manner.
9. Developers Remedies Upon Default. Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.
10. Cooperation and Noninterference. In consideration for the City entering into this Agreement, Developer agrees not to challenge, or to participate in any manner to

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

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

- a. Governmental Immunity. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63-30-1, et seq.*) (the "**Immunity Act**"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.
- b. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- c. Counterpart. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- e. Waiver. No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.
- f. Cumulative Remedies. Except as stated in paragraph 9 of this Agreement, the rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.
- g. Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

- h. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.
- i. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.
- j. No Third-Party Beneficiaries. Enforcement of the terms of this Ordinance is reserved to the parties hereto and their respective successors and assigns, and nothing contained in this Ordinance provides any claim, benefit or right of action for enforcement to any other person or entity not a party hereto.
- k. No Partnership. The Parties do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

Dated this __ day of _____, 2023.

EAGLE MOUNTAIN CITY

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

APPROVED AS TO FORM:

Marcus Draper, City Attorney

RK BUILDERS LLC,

By:_____

Name & Title

EXHIBIT A



Progress Payment Application

From: P.O. Box 916
Riverton, Utah 84065
To: RK Bulders C/o Ryan Kent
111 Par Street
Saratoga Springs, UT 84045

Project Name OMR Offsite Sewer

Project Location

Project No Off Site Sewer

Period Billing for: 9/15/2016

Request # 1

Invoice # 2015-OMR-OSS-001

Contract Summary

The following payment request covers the period of:

9/15/2016

1	Original Contract Amount	\$	442,582.20
2	Approved Change Orders Thru Billing period	\$	80,204.00
3	Trench Import	\$	-
4	Contingency	\$	-
6	Revised contract Amount	\$	522,786.20

Payment Application Summary

5	Value of work completed to date	100.09%	\$	523,259.20
6	Value of stored materials		\$	-
7	Total completed and stored to date		\$	523,259.20
8	Fees per contract			
9	Less Retainage to date	0%	\$	-
10	Total Earned less Retainage		\$	523,259.20
11	Total of Previous Applications			
12	Amount of this Application		\$	523,259.20
13	Less Previous Payments		\$	-
14	Total Balance Due to Date		\$	523,259.20
15	Balance to Complete			

P A I D
00 PAID
paid in full

CONDITIONAL WAIVER AND RELEASE UPON PAYMENT

Upon receipt by the undersigned of a check from Owner in the sum of the amount of Line 10 payable to the above Hardline Excavation, LLC and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the above job and location. This release covers a progress payment of the undersigned for all labor, materials and equipment furnished on the job through the date of this requisition. The undersigned Hardline Excavation, LLC further warrants and represents that all its employees, its lower-tier subcontractors, its suppliers, and its consultants in any way participating in the Job described above have been paid in full, and Hardline Excavation, LLC will, promptly and fully, indemnify and reimburse Owner for any claims in any way related to non-payment by Hardline Excavation, LLC (and all related costs, including attorney's fees, incurred by Owner in defending against such claims) later brought against Owner, and/or Owner's bonding company by any such employees, lower-tier subcontractors and consultants, or by any assignee of Hardline Excavation, LLC, or by anyone claiming through Hardline Excavation, LLC. Hardline Excavation, LLC further warrants and represents that all representatives and/or warranties made to Owner by Hardline Excavation, LLC, its employees, lower-tier subcontractors, suppliers and consultants, related to the Job, and all other terms of the contract and any other documents incorporated therein not specifically modified herein, remain in place and are fully enforceable in accordance with their terms. Finally, Hardline Excavation, LLC represents and warrants that as of the date hereof, Hardline Excavation, LLC has no outstanding claims or requests for change in connection with the above-described Job, and fully waives and releases Owner from any and all such claims.

Company Name: Hardline Excavation, LLC

Date: 9/15/2016

Signature: 

Title: Operations Manager

Schedule of Values

Contractor Request for Payment

Contractor

Hardline Excavation, LLC

2015-OMR-OSS-001

1

Project Location

Eagle Mountain, Utah

Period Billing for:

9/15/2016

A	B				C		D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	Bid Quantity	Units	Unit Price	SCHEDULED VALUE	Installed Quantity	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY	COMPLETED	(G+C)	TO FINISH	
									STORED	AND STORED		(C-G)	
									(NOT IN D OR E)	TO DATE (D+E+F)		RETAINAGE	
Offsite Sewer Collection System													
45	Traffic Control	1	L.S.	\$ 15,000.00	\$ 15,000.00	1	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	100.0%	\$ -	\$ -
46	8" SDR35 PVC Sewer	898	L.F.	\$ 21.00	\$ 18,858.00	742	\$ -	\$ 15,582.00	\$ -	\$ 15,582.00	82.6%	\$ 3,276.00	\$ -
47	10" SDR35 PVC Sewer	797	L.F.	\$ 23.00	\$ 18,331.00	960	\$ -	\$ 22,080.00	\$ -	\$ 22,080.00	120.5%	\$ (3,749.00)	\$ -
48	12" SDR35 PVC Sewer	1,584	L.F.	\$ 25.00	\$ 39,600.00	1,584	\$ -	\$ 39,600.00	\$ -	\$ 39,600.00	100.0%	\$ -	\$ -
49	18" SDR35 PVC Sewer	2,375	L.F.	\$ 31.00	\$ 73,625.00	2,375	\$ -	\$ 73,625.00	\$ -	\$ 73,625.00	100.0%	\$ -	\$ -
50	48" SS Manhole	18	E.A.	\$ 2,800.00	\$ 50,400.00	18	\$ -	\$ 50,400.00	\$ -	\$ 50,400.00	100.0%	\$ -	\$ -
51	Pipe Bedding	3,300	Ton	\$ 13.50	\$ 44,550.00	3,300	\$ -	\$ 44,550.00	\$ -	\$ 44,550.00	100.0%	\$ -	\$ -
52	Asphalt Patch 4" (70X15)	1,050	S.F.	\$ 5.25	\$ 5,512.50	1,050	\$ -	\$ 5,512.50	\$ -	\$ 5,512.50	100.0%	\$ -	\$ -
53	Silt Fence	5,650	L.F.	\$ 2.25	\$ 12,712.50		\$ -	\$ 12,712.50	\$ -	\$ 12,712.50	100.0%	\$ -	\$ -
Trench Import as Needed (NOT INCLUDED IN TOTAL BID PRICE)													
70	Off Site Sewer Trench Import if Needed	16,734	Ton	\$ 9.80	\$ 163,993.20	16,735	\$ -	\$ 163,993.20	\$ -	\$ 163,993.20	100.0%	\$ -	\$ -
71	60" SS Manhole	11	E.A.	\$ 3,200.00	\$ 35,200.00	11	\$ -	\$ 35,200.00	\$ -	\$ 35,200.00	100.0%	\$ -	\$ -
72	Sewer Trench Rock Excavation	35	HR	\$ 450.00	\$ 15,750.00	35	\$ -	\$ 15,750.00	\$ -	\$ 15,750.00	100.0%	\$ -	\$ -
73	Pipe Testing & Inspection	6,488	L.F.	\$ 1.25	\$ 8,110.00	6,488	\$ -	\$ 8,110.00	\$ -	\$ 8,110.00	100.0%	\$ -	\$ -
74	Manhole Testing	18	E.A.	\$ 90.75	\$ 1,633.50	18	\$ -	\$ 1,633.50	\$ -	\$ 1,633.50	100.0%	\$ -	\$ -
75	Grade ROW (Per City)	264,000	S.F.	\$ 0.05	\$ 13,200.00	264,000	\$ -	\$ 13,200.00	\$ -	\$ 13,200.00	100.0%	\$ -	\$ -
76	Additional asphalt patching at parking lot area	1,202	S.F.	\$ 5.25	\$ 6,310.50	1,382	\$ -	\$ 6,310.50	\$ -	\$ 6,310.50	100.0%	\$ -	\$ -
					\$ 522,786.20		\$ -	\$ 523,259.20	\$ -	\$ 523,259.20	100.09%	\$ (473.00)	\$ -



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	Small Area Plan: Commercial Core - Downtown Redevelopment Services		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$41,515		
APPLICANT:	Evan Berrett		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Evan Berrett, Admin

PRESENTED BY:

RECOMMENDATION:

Staff recommends the City Council award a bid for the Commercial Core Small Area Plan Design to Downtown Redevelopment Services in the amount of \$41,515 and authorize the Mayor to sign the contract.

BACKGROUND:

Eagle Mountain City issued an RFP for assistance with creating three small area plans. A Small area or district plan is a tool that helps to provide more specific economic development, planning, traffic engineering, and financial planning direction for certain smaller geographic areas of the city that are likely to be highly important to the economic and cultural vitality of the city. Firms were invited to bid on small area plans for the Commercial Core, Mid-Valley/Downtown, and Gateway Park areas of the City. These small area plans are planned to be completed within the next six months in cooperation with City Council, property owners, other various stakeholders, and with significant engagement with the public.

A staff review committee scored the proposals and invited the top scorers for final presentations. The committee recommends awarding the bid to Downtown Redevelopment Services in partnership with CRSA, Avenue Consultants, and Zions Bank Public Finance.

ITEMS FOR CONSIDERATION:

The Downtown Redevelopment Services proposal was not the lowest cost proposal. Staff felt that given the significant impact these area plans will have on the future of Eagle Mountain, that it was more important to find the right team that can deliver the highest quality product with strong public and stakeholder engagement. Downtown Redevelopment Services and their partners scored the highest overall and demonstrated through their proposal along with the presentation they made that they would serve the needs of Eagle Mountain the best resulting in the best possible outcome. The cost difference between the DRS proposal and the lowest bid was approximately \$30,000.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Downtown Redevelopment Proposal - Commercial Core](#)



In partnership with



REQUEST FOR PROPOSALS EAGLE MOUNTAIN CITY EMC-FY23-12

COMMERCIAL CORE BUSINESS DISTRICT SMALL AREA PLAN





01

Transmittal Letter



Re: RFP Response, Eagle Mountain City - Commercial Core Small Area Plan

Dear Ms Yates and Selection Committee:

Over the past twenty years, the City of Eagle Mountain has witnessed exponential growth, becoming a new hub of activity serving both residential and commercial needs. While the community has grown in population by more than 223% from 2010 to 2020, creating a balanced and vibrant ecosystem is still difficult, requiring more than a residential property tax base. While some commercial efforts and master planning have been completed, a dwindling amount of large tract land is available for re-use or construction. Due to these parameters, the Eagle Mountain City is desirous to prepare an implementable and actionable framework for critical areas, including the Commercial Core Area.

The area that makes up the proposed small area boundary is primarily in the Town Center location, comprising roughly 2,300 acres, supporting a variety of land uses and end-user typologies. Yet, they are all similarly serving the community by providing jobs and economic returns via non-real estate taxes. Due to this result, the community needs to prepare a detailed and highly implementable framework of what the project area will support or sustain, all while outlining what is maximally beneficial to the community. To meet these requirements, the community must undergo a small area plan (SAP) update, focusing on updating necessary documentation about build-out scenarios and metrics supported by real-world economics and metrics. To achieve this, we have compiled a team of regional and national experts; they are as follows:



DTRedevelopment: A downtown planning and economic development firm with experience preparing land use planning and downtown economic development plans in over 30 states. They create unique, place-based design solutions that maximize available assets and public spaces while creating locations known to increase residents' quality of life. DRS is joined by its Strategic Partner CRSA to deliver this project to Eagle Mountain City offering increased services under one roof.



CRSA, Inc.: A leader in people-focused public space design both within the Wasatch Front and the Intermountain West. Founded as an architecture firm in 1976, CRSA continues to provide architectural design



be a full-service planning and design firm that promotes a strong sense of place-based design.

Avenue Consultants: - Avenue consultants is a transportation planning firm with extensive experience throughout the entire State of Utah, including several successful projects in the Southern Salt Lake County region.



Zions Bank Public Finance: - Zions Bank Public Finance is a municipal consulting firm with an unmatched track record of market analysis and large-scale project implementation. Their work includes providing municipal consulting, implementation frameworks, and organizational set-up.

With the above team members, we can assist the City, residents, and steering committee through a community-focused small area plan that will provide graphics and analytic results and a detailed implementation framework for catalyst project implementation. Through this process, our team can help guide the community through place-based design solutions and visioning exercises that will generate ideas on maximizing the available lands. We feel that our team can provide you with the necessary understanding of place-based economics and the ability to deliver high-quality design drawings. We also offer a detailed level of service and community-focused design that other groups or firms cannot commit to. Please contact our project manager if any questions arise during your review. Their contact information is below:

Ben Levenger, ASLA, AICP, CECD
Principal/Project Manager | DTRedevelopment
ben@dtredevelopment.com

J. Kelly Gillman, ASLA, AICP
Managing Principle/Treasurer | CRSA
Kelly@crsa-us.com



02

Executive Summary

TAB 2 EXECUTIVE SUMMARY

As the greater Eagle Mountain area continues to grow and densify, there is an ever-increasing cost for infrastructure and roadway management. Through the standard residential tax base, maintaining these systems to an acceptable level of service will become ever more burdensome. As a method for spreading the financial burden more equitably while simultaneously increasing the quality of life for residents, a more well-rounded and supportive local ecosystem must be generated. In the case of the commercial core area, this will include preparing a series of highly implementable projects that will catalyze to completion of the infill, utilizing private development as a partner.

Providing this style of service is what the team on this proposal has been crafted to do. Through our expertise and our long-standing working relationships, we will work collaboratively to help guide the community. The benefits of hiring our team are as follows:

- Our team has an unmatched level of experience in economic development or market analysis projects
- We are versed in providing implementation frameworks for communities similar to Eagle Mountain, which are approaching build-out and economic uncertainty
- The services our team offers can assist the City through all phases of ideation, design, implementation, and organizational consulting
- We can walk the City through all phases of implementation, including the creation of CRAs, TIF, or other tax structures
- Our team is well versed in the unique conditions present within the City, as evidenced by our experience working on previous Eagle Mountain and regional projects

Our team is preparing a proposal for all three (3) separate small area plan proposals to increase effectiveness. Through the combined efforts, our team will not only be able to maximize the benefits to the municipality but also, directly and indirectly, tie the areas together. Through this effort, our team will help design different and unique uses for each small area, ensuring that retail, commercial, or service-based industries are not competing amongst themselves within the City, helping to drive appropriate commercial nodes that are provided at varying types and scale with the City.

The Commercial Core Business District is a vital area for the sustained economic growth of Eagle Mountain City. Comprising multiple general plan designations, we understand the City's vision of seeing this area develop as a large commercial District, encompassing a blend of retail and business park uses. Focusing on the area's potential for large-scale retail development will allow the City to provide residents with the goods and services they desire and assist the City in recapturing lost sales tax revenue.

This District will also be an important job center as the City looks to boost its daytime population and help residents work closer to home. The future freeway traversing this District provides a necessary connection to the Utah and Salt Lake Valleys, which will be vital to attracting high-quality business parks, and medical and education centers to this area.

A primary focus of this area will be how to bring the required infrastructure to the District to allow for development.

Additionally, we understand that the proposed scope of work will require a high level of coordination and cooperation with the City and its residents. This will require our team to not only help guide the community but also become part of the community, learning through; community storytelling, database review and even open office hours. These critical steps allow our team to fully integrate with the District, learning together about the residents' needs, desires, and anticipated future. Creating this process will require working through a circular process of land use scenarios and economic testing results. We are proposing the below (high-level) process to ensure that the small area plan meets the communities' financial goals, personifies the community character, and supports the resident's collective "story of the place." The overall visioning and planning process will follow the below process:

1. Visioning and Existing Conditions Review
2. Community Togetherness and Engagement
3. Ideation & Storytelling
4. Test, Refine, & Repeat
5. Share and Celebrate

In addition to the outlined scope in the RFP, we propose preparing the following for each small area plan our team selects for. These additional services will be completed in the original budget but will take the identified scope through the initial phases of project implementation. The other services are as follows:

- Creation of District regulating plans to identify the building and development typologies
- Composition of District design guidelines framework that will enforce the results of the scenarios and holding plans
- Code and ordinance suggestions will be prepared to identify areas that need amending or adjusted to allow for small-area plan implementation

As a final note, due to the collective resources our team can bear to force, we will be able to provide the Eagle Mountain City with an unmatched level of service stemming from constant and ongoing communications from our executive team.



03

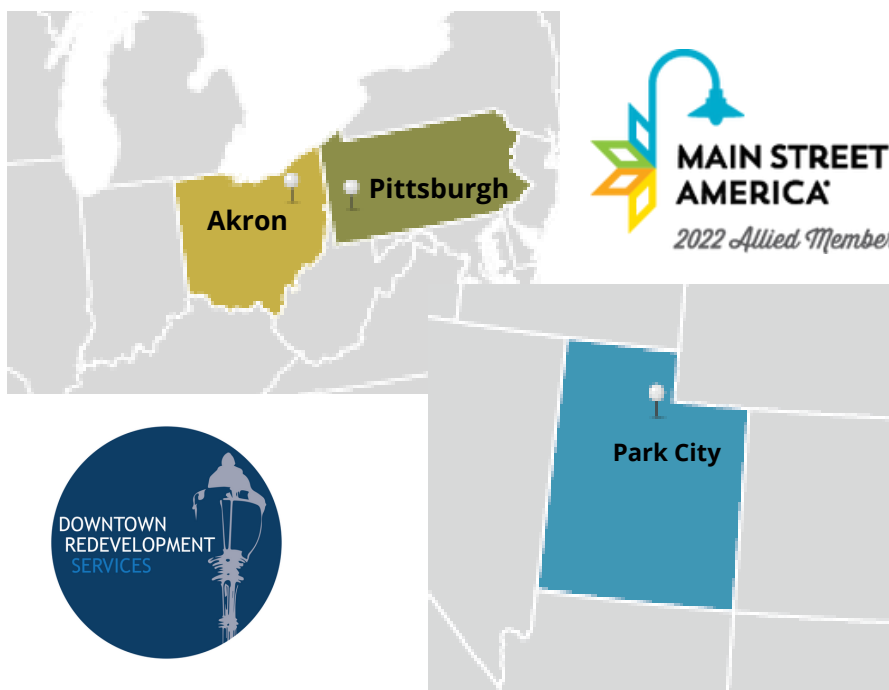
Detailed Discussion

DOWNTOWN REDEVELOPMENT SERVICES (DRS) COMPANY BIO

DRS is a planning firm specializing in downtown planning and economic development projects that improve the quality of life for residents in small to medium sized communities. We assist communities through comprehensive downtown planning, economic or redevelopment strategies, small-area plans, Main Street services, development-readiness training, and adaptive reuse projects. Our planning services focus on identifying the unique assets in a community and preparing strategies to help personalize them with action-oriented and implementable strategies. Through this action-oriented style of planning, our firm helps communities prepare recommendations for the short-, mid- and long-term future while building community capacity and empowering local residents.

DRS was founded in 2009 by passionate professionals who wanted to make a difference in communities by providing realistic and highly implementable strategies. Within our client communities we do not take a “one-size fits-all” approach. We understand that every plan must be unique and responsive to the specific community it serves. While many firms work with a similar approach or mantra, at DRS we tailor project scopes and deliverables to meet the needs of a client community now and in the future. Through this process DRS has gained an unmatched understanding and a track record of successfully implemented projects. With our exceptional level of understanding, we are able to provide exceptional services at a budget-friendly price.

Since 2009, DRS has grown into a national company, with offices in the Midwest, East Coast, and Intermountain West. These locations allow us to maintain easy access to our project sites.



COMPANY HIGHLIGHTS

13

YEARS IN BUSINESS

93%

OF PROJECTS IMPLEMENTED
SINCE INCEPTION

153

NUMBER OF DOWNTOWN
PLANS COMPLETED

8

EMPLOYEES IN 3 OFFICES

AREAS OF EXPERTISE



**Land Use and
Ordinance**



**Downtown
Master Plans**



**Economic
Development
Strategies**



**Small Area
Development
Planning**



**Building
Assessments**

Avenue Consultants is a local transportation planning, engineering, and program management firm that focuses on providing innovative transportation engineering and planning services to our clients.

We specialize in facilitating diverse teams through comprehensive planning of transportation infrastructure within the local land use environment; applying technical knowledge and software applications to support local and agency planning initiatives; communicating complex ideas, solutions, and benefits to agency staff, elected officials, and the public; helping communities with proactive planning and complex transportation solutions; engaging the public in a constructive and instructive way to build consensus toward an implementable vision; conducting and preparing studies, feasibility assessments, and corridor specific plans for implementation by local entities and agencies. With a staff of 95 professionals, Avenue has the skilled planning, transportation modeling, GIS, and communications specialists available to help Eagle Mountain realize its vision. Our entire staff are all local and flexible enough in their abilities and obligations that we can ensure the necessary availability to accommodate any requests for our services.



Firm Profile

Architecture. Planning. Interiors. ↗

CRSA

CRSA has been an integral part of community building throughout the Western Mountain Region since 1975. With one office in Utah and licenses in over a dozen states, we are working to make communities, campuses, and neighborhoods better places to live, learn, work, and play. Our staff of over 45 professionals brings a solid background of capabilities to many project types. We continue to expand our body of creative and innovative work in the areas of higher education, government, and libraries, as well as residential, mixed-use, office projects and urban design.

47

Years In Business

45

Professionals

638

Completed Projects

147

Design Awards

ZIONS BANK PUBLIC FINANCE, INC.

FIRM PROFILE

ZPFI, is comprised of a team of 22 professionals committed to providing unparalleled service to municipal entities, local Districts, government agencies and private clients throughout Utah and the Intermountain West. We have two primary service areas: (1) financial advisory to assist governmental entities in the bonding and disclosure/ reporting process; and (2) municipal consulting services focusing on economic development, planning, real estate development advisory, and fee-related services. .

Our Municipal Consulting Group, an integral part of ZPFI, is well known and respected throughout the Intermountain Region for its leadership in economic development, redevelopment, market analysis, real estate development advisory, capital facility finance planning, feasibility studies, and fiscal/economic impacts analysis.



BEN LEVENGER, AICP, ASLA, CECD
Planner & Economic Development Professional

Ben Levensger is a certified planner and certified economic developer. After working for municipalities in 29 states, he brings national experience to the Wasatch front. Ben will be the Project Manager and principal in charge for this project.



NATHAN DAVIS
Downtown Planner

Nathan is a community planning professional with experience providing general planning, demographics review and densification or infill strategies for communities across the continental US. His expertise is focused on conducting detailed analysis of the existing conditions.

ADDITIONAL STAFF

STEPHANIE DUNLAP, AICP
Planner

STAN LEVENGER,
Public Input Specialist



KELLY GILLMAN, ASLA, AICP
Senior Principal/Treasurer

Kelly has led municipal planning projects with CRSA for 20 years, including several general plans, corridor plans, and downtown plans. Kelly is a certified planner and licensed landscape architect and will be the design team lead for the Eagle Mountain Small Area Plans



LAURA SMITH, AIA, LEED AP, BD+C
Senior Architect/Urban Designer

Laura Smith is an architect and sustainability leader who brings insight and passion into the way the built world shapes our communities. She is highly experienced in reaching design solutions that increase the health and well-being of building occupants.

ADDITIONAL STAFF

BRADLEY KRAUSHAAR, ASLA,
Planner/Designer

ZACH HESLOP, AIA
Preservation Architect

TYLER ADAMS
Renderer/Illustrator



THOMAS MCMURTRY, AICP
Transportation Planner

Thomas McMurtry has 17 years of experience leading planning projects. Transportation planning is Thomas's primary expertise, and he has significant experience in leading community visions, facilitating workshops and population forecasting.



BLAKE UNGREN, PE
Transportation Engineer

Blake Ungren has over 12 years of experience with a comprehensive background in transportation planning and design. As a project manager for Avenue, Blake has overseen projects that incorporate multiple intersection analyses in corridor applications.

ADDITIONAL STAFF

EMILIE JORDAO
Transportation Planner

PAUL GOODRICH
Transportation Engineer



SUSAN BECKER, AICP
Economic Development Specialist

For the past 28 years, Susie has specialized in economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects, and was recently the project lead on Eagle Mountain's Economic Plan.



AARON SANBORN
Economic Development Specialist

Aaron has nearly a decade of municipal experience, including over 6 years of experience as Economic Development Director for Eagle Mountain City. He has broad and varied experience with economic development, financial analysis, strategic planning, and program analysis

CRSA

avenue
CONSULTANTS

ZIONS PUBLIC FINANCE

Responsibilities

DRS/CRSA

Project Man., Planning, Site Design, Economic Development. Visualizations, Arch.

Avenue Consultants

Transportation

ZPFI

Financial Assessment, Economic Impact, Economic Development

Outlined below are sample projects completed by our team members. Targeted projects are provided on the next page, highlighting greater details). Additional details for all other projects are available upon request.



WEST POINT, UT SMALL AREA PLAN



- West Point - West Davis Corridor Small Area Plan (ZPFI prime)
- Lower Paxton, PA Small Area Plan
- Parachute, CO Small Area Plan
- Moab Downtown Plan
- Salina, UT General Plan
- Hurricane, UT Downtown Plan
- Lower Paxton, PA Small Area Plan
- DeFuniak Springs, FL Downtown Master Plan
- Indiana, PA Economic Diversification Project
- Helper, UT Railroad Corridor Plan
- Orlando, FL (Milk District Main Street) Streetscape Plan
- Reading, PA Complete Streets and Alleyways Plan
- Marianna, FL Real Estate Redevelopment Plan

IDAHO FALLS DOWNTOWN PLAN



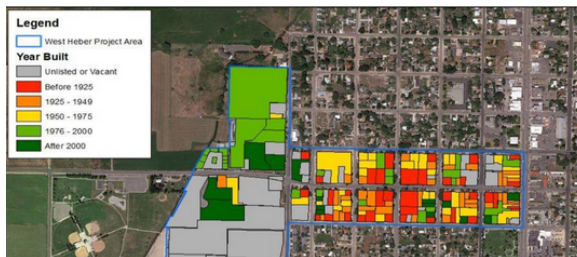
- Eagle Mountain General Plan
- Roy Downtown Plan
- Roy Station Area Plan (DRS Sub)
- 1600 S Area Plan in Springville (DRS and Avenue Subs)
- Idaho Falls Downtown Plan & Form-Based Code
- WFRC/South Jordan Redwood Road Corridor Plan (Z, F)
- Elko Nevada Downtown Plan (Z, F)
- Meridian Idaho Downtown Plan
- Provo/Orem Station Area Plan (Z)
- UTA Mid-Jordan LRT Station Design

SANDY DOWNTOWN PLAN



- 1600 S Area Plan in Springville (CRSA/DRS Prime)
- Sandy Downtown Transportation Plan
- Moab Downtown Plan
- Saratoga Springs Transportation Master Plan

HEBER CITY CRA CREATION



- Eagle Mountain Economic Development Plan
- Heber City Market Analysis & CRA Creation (DRS Sub)
- South Jordan Small Area Plan
- SLC NW Quadrant Market Analysis
- Orem City Center Plan
- Vernal Downtown Plan

avenue
CONSULTANTS

ZIONS PUBLIC FINANCE

Other Projects In Progress By Our Team

DRS/CRSA	12 Other Prime, and 3 Sub Projects
Avenue Consultants	15 Other Projects
ZPFI	10+ Other Projects

References

West Point, UT

Bryn MacDonald, AICP
Community Dev. Director
801-614-5351
bmacdonald@westpointcity.org

Springville, UT

Josh Yost
Community Dev. Director
801-489-2700
jyost@springville.org



Project Synopsis

- Expecting a new limited access highway to be constructed in the next five years, the City of West Point decided to undertake a small area planning process. This process was set to define the highest and best use for the site and define a series of architectural standards that can be enforced on the highway adjacent vacant parcels. Through this process, DRS coordinated with the prime consultant (Zions Public Finance) to provide scenario planning, site layout, and design guidelines for the overall site.

For this project, DRS was a subconsultant to Zions Public Finance

Potential Outcomes – Preferred Scenario

 ZIONS PUBLIC FINANCE

UINTA COUNTY (WY) 1000 ACRE SMALL AREA PLAN

Master Planning • Darby Norda
Scenario Planning • Uinta County Planning
Land-Use Planning • 307-783-0318
Building Typology • danoorda@uintacounty.com

Project Synopsis

Immediately outside the Evanston city limits was an area of land the County owned. It is the most significant property remaining existing utility systems can service. Noticing the outstanding potential and recent interest in the site, the commissioners decided to undergo a scenario planning process to identify the highest and best use for the area. The County hired a team that included DRS to perform a market analysis, land-use scenario planning, implementation strategies, and site development. Through this process, DRS provided turn-key assistance for the County, delivering a project that exceeded expectations.



- 15,000 Sq Ft per acre commercial space
- 12 employees per acre
- Total of 159.95 (=/-) acres



- 18,000 Sq Ft per acre industrial space
- 9 employees per acre
- Total of 156.20 (=/-) acres



- 13,500 Sq Ft of retail space per acre
- 6 apartments per acre
 - 6 - 1 Bed at 750 Sq Ft
- Total of 89.51 (=/-) acres



- 12 apartments per acre
 - 6 - 1 Bed at 750 Sq Ft
 - 3 - 2 Bed at 900 Sq Ft
 - 3 - 3 Bed at 1,100 Sq Ft
- Total of 123.95 (=/-) acres

- ## Vacant

- Roadway
- Total of 290.1 (+/-) acres



- 5 single family units @ 2,500 each per acre
- Total of 117.37 (=/-) acres

PHASE 1:

VISION AND GUIDANCE

Task 1.1 – Early Outreach

Engagement is the backbone of any community-based planning process, primarily based on people-focused design and character identification. Understanding this, our team will conduct a series of outreach, including:

- Kick-off meeting
- Walking and driving tours
- Elected and appointed officials round tables
- Developer stakeholder meeting
- Secret shopper-style events

Early outreach will culminate with creating a project website, serving as the hub of activity for all project elements. These custom-built websites utilize a platform for gathering data and regular public updates. A sample of the project website can be found at Defuniakdowntown.com or Hurricanedowntown.com

Task 1.2 – City Guidance Kick-off

Our team will facilitate meetings and investigation discussions with the City and critical stakeholders. These in-person, group, and one-on-one sessions will build upon the results of the economic development plan and identify roadblocks, strengths, and potential issues.

Task 1.3 – Steering committee meetings

After the kick-off meetings have been completed; our team will hold regular meetings with a steering committee to discuss project updates, findings, and anticipated steps for the next month. These meetings will be held on a rolling calendar, such as the first Wednesday of each month. Members of participation can include the economic development director, steering committee, and other individuals the City deems necessary. Meetings will be held in person unless otherwise desired by the City

PHASE 2:

DATA COLLECTION & SWOT ANALYSIS

Task 2.1 – Steering committee meetings

Existing plan review – To start the data collection, our team will compile a list of applicable plans for review, including those outlined in the RFP. A detailed inspection and assessment of the findings, process, and overall deliverables will be prepared. This review aims to help create a detailed baseline analysis for the project area. **Additionally, at this time we will coordinate the findings from other small area plans (or other consultants) to seamlessly integrate the results.**



**Development
standards & potential
development sites**



**Regulatory & legislative
review/existing reports
& city-wide plans**



**Infrastructure
systems**



**Built
environment**



**Civic and Green Space
gathering spaces**



**Public and private
space utilization**



**Community
gateways**



**Market
conditions/analysis**

Task 2.2 – Missing information identification

After reviewing the plans, our team will prepare a list of missing or outdated information, highlighting what elements need to be verified on-site or with new datasets.

Task 2.3 – Data collection

After the missing information list is created, we will perform the necessary services to collect and quantify the missing data, aggregating it with the remainder of the data reviewed. Additionally, a full review of datasets will be completed; updated information will be to 2022 standards, where information is required. This step will also require conducting a physical assessment of the project area and investigating internal and external influences that will limit the development or viability of the sites. Physical evaluation of the site will include a review of the following items:

- Site conditions
- Site maps (Zoning, land use, etc.)
- Flooding or natural hindrances
- Transportation and site circulation
- Economic impacts from surrounding parcels
- Socio-economic conditions
- Physical effects on the site

This information will help define potential development parameters and increase success through phasing and “bite-sized” development, preparing a pipeline of projects at logical intervals.

Task 2.4 – SWOT Assessment

Our team will conduct a SWOT-style assessment of the project areas, providing a review of both physical conditions and asset identification. This assessment will go past the physical condition assessment, identifying fiscal and human assets and clearly outlining how they are integrated into the community.

Task 2.5 – Asset Mapping

After identifying the assets, our team will work together to identify how each identified asset be utilized to maximize overall impact. This effort will be completed by identifying how multiple groups or programs can be integrated for catalytic projects.

Task 2.6 – SWOT Reporting

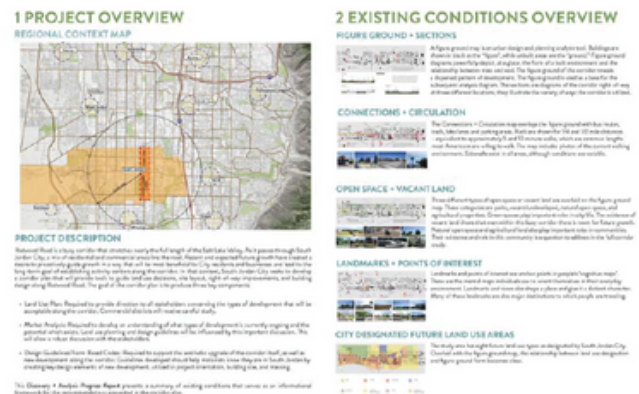
Based on the asset mapping and SWOT analysis, our team will prepare a detailed report that outlines the SWOT assessment results. This process will include written, mapping, and visual information that documents the current conditions. Internal and external influences will be specifically identified, notating areas where the City can cause positive changes and the other regions where partnerships with regional or surrounding partners will be required to drive positive change.

Task 2.7 – Baseline Creation

With the existing plan review, and the physical assessment completed, our team will prepare the findings into a clear, concise, and graphically rich report. This document will include a variety of statistics and data points that will compile the physical assessment and SWOT analysis. This report will also serve as the first chapter in the final report.



Example Existing Conditions Report



PHASE 3:

PUBLIC OUTREACH & STAKEHOLDER ENGAGEMENT

Task 3.1 – Engagement Plan Prep

Our team will partner with the steering committee to prepare and finalize an engagement strategy. This strategy will utilize a variety of methods for data collection, utilizing the VAK (Visual, Auditory, Kinesthetic) model to allow participants to provide feedback. Specific stakeholders or groups will be identified, and invitations will be prepared.

Task 3.2 - Project Website and Social Media

We will develop a website to host all components of the project and post general updates and survey links to share with the public. Social media will be coordinated with the City's social media outlets, providing updates for key events.

Task 3.3 - Conceptual Outreach

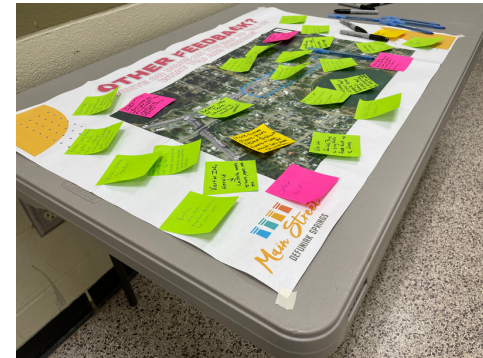
As the next level of outreach, our team will prepare a series of meetings and data collection events focused on gathering baseline or conceptual ideas about the project area. Should our team be selected to perform more than one small area plan, we will hold individual and combined stakeholder meetings, ensuring individualized attention is provided and integrated efforts are discussed. During this phase, we will include the following elements:

- Online surveying
- Summer festivals
- Individual meetings
- Business tours and investigations
- Ideation Sessions W/Council and Stakeholder Groups
- Tactical urbanism exercises (if desired)
- Marketing video creation and outreach
- Public outreach survey (needs and desires assessment)

Task 3.4 – Early Public Outreach

As a first part of the proposed scope of work, our team will conduct detailed outreach and input to gather feedback from the public and other vested groups. This input will collect conceptual data, ideas, and consensus. Event types will include (at a minimum):

- Community charrettes and consensus-building workshops
- Tactical urbanism exercises
- Field Walking/Biking Tour
- Adaptive reuse or activation tours
- Mass transit or alternative transportation node surveying
- Ideation Sessions W/Council and Stakeholder Groups



Task 3.4 – Ideation

We will review ideas in a brainstorming meeting with the Eagle Mountain City steering committee. These plans include lighting, streetscape, public realm design, plazas or gathering spaces, and built environment recommendations. All plan preparation will be based on input gathered, attempting to incorporate as many elements of the preferred area elements as possible. Throughout this phase, our team will prepare visual representations of the proposed ideas, including:

- Cross sections
- Aerial master plan samples
- Plan view samples
- Parking configuration and locations
- Adaptive reuse and real estate development recommendations

Task 3.5 – Refine and Celebrate

As a final part of this task, our team will again work with the stakeholders and the overall public to refine the scenarios, creating a single preferred layout. This process will require many iterations of testing and refinement, including the following:

- Neighborhood meetings
- Final community charette review
- The community question and answer forum

Task 3.6 – Vision creation

Our team will utilize the data collected from various engagement options to draft a vision for each project area. Should our team be selected for more than one plan, we will provide overarching themes for all areas and distinct/unique visions for each area. The vision will become the cornerstone of the plan, showing how the results and proposed development personify the community's vision.

PHASE 4:

IDEATION & EVALUATION

Task 4.1 – Land-Use Scenario Planning

Based on the input received from the stakeholder and the public, our team will begin compiling a series of 3-5 land-use scenarios. These scenarios will utilize land use densities and classifications to outline potential build-outs for the project area. Each scenario will be prepared to provide a different and distinct use for the site:

- Development density
- Jobs created
- Square footage created (by typology)
- Roadways and networks created
- Infrastructure system impacts
- Fiscal impacts (revenue based)

Every scenario will be prepared and presented to the group for the entire impact, allowing for easy understanding and evaluation.

Task 4.2 - Connectivity and Mobility Study

Our team will collect traffic and transit data from previously conducted studies performed by the City and UDOT, passenger data collected, and any other readily available data. We will review areas where deficiencies are found, noting how they can be better served or supplemented through the small area planning process.

Task 4.3 – Market Impact Evaluation

Based on the scenarios prepared, a fiscal impact will be designed, outlining the benefits from a developer and municipal perspective. This analysis will help outline the balance between costs and returns while also ensuring the proposed development provides enough ROI for public-private partnerships.

Task 4.4 – Building and Architectural Typologies

As critical as the land-use scenarios are, supportive documentation explaining each land-use designations typology, forming, massing, and design characteristics are more useful for public interaction and general understanding. Our team will prepare cut sheets about the architectural or development style for every land-use type used. This will include the following:

- Forming and massing
- Typical setbacks
- Architectural character elements
- Communal or gathering spaces
- Floor area ratios and density standards
- Standard parking configurations

Task 4.5 – Intra-site connectivity

Should our team be selected to handle more than a tiny area pan, we will prepare an intra-site connectivity analysis, showing how each scenario supports a symbiotic relationship with other area plans.

PHASE 4:

REFINEMENT & REVIEW

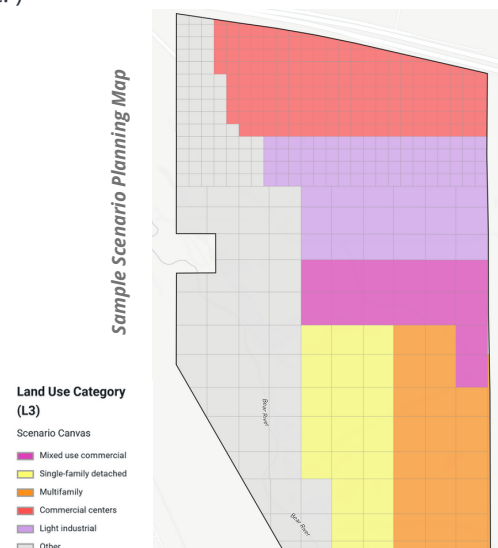
Task 5.1 – Review Meeting/s

After the draft scenarios have been prepared, our team will meet with the steering committee to present the findings and gather feedback. A series of iterations or refinements for the land-use scenarios will be completed. If desired, we can prepare a meeting with on-demand modeling, allowing immediate interaction and review of the results. This meeting style requires a 2-3 hour window with the steering committee yet can significantly shorten the overall project.

Task 5.2 – Preferred Scenario Determination

Our team will work with the steering committee to prepare a preferred scenario after draft scenarios are reviewed. This scenario will include a variety of amenities or desired elements, combining them into a preferred scenario that meets the municipal requirements and civic-minded development standards. During this process, our team will prepare a synopsis and outline of the anticipated benefits of the preferred scenario, including:

- Site densities and square footage
- Development standards and FAR calculations
- Building typologies and frequencies
- Community or gathering spaces
- Acreage of space by type
- Economic impact statements (jobs, businesses, taxes, etc.)



Task 5.3 – Preferred Layout Preparation

After the preferred scenario is outlined, we will begin graphic layout and defined design of the overall areas. This will include a series of conceptual plans and renderings to demonstrate the following:

- Site layouts
- Building footprints
- Site circulation and roadways
- Building configurations
- Public or gathering spaces
- Site ingress/egress points
- Ties to surrounding land use

This graphic representation will be presented in a black-and-white format for the first iteration, documenting the overall layout and flow of the site. Once the steering committee approves, our team will prepare a colored site map. After the site map is approved and finalized, a series of three-dimensional renderings will be designed. These renderings will include the following:

- Aerial perspectives – showing forming, massing, and building typology
- Street or parcel views – showing what the development looks like from a pedestrian perspective
- Cross sections – will show what the roadways, paths, and overall building layouts will look like to scale.
- Building typology samples – These renderings will demonstrate what a standard building size or configuration entails

Task 5.4 – Compliance Review

Our team will perform a compliance review to ensure the preferred scenarios align with the overall elements in the most recent general plan update. Where necessary, our team will also outline changes that will be necessary within the available plan for compliance with the small area plan elements.



PHASE 6:

REGULATING FRAMEWORK

Task 6.1 - Regulating Plan Framework

The Regulating Plan is a graphic representation of the preferred scenario that ties all vision components together on one document. It becomes part of the adopted plan when connected to the implementation policies.

- Future Land Uses
- Transportation Corridors (new and planned) for all modes
- Open Spaces (Parks and Plazas)
- Building typology and architectural massing
- Architectural or character elements
- Catalytic Projects
- Subdistrict descriptions, if applicable

Task 6.2 – Land-Use Typology Chart

Our team will prepare a chart that defines the standard end-user types allowable by right, permit, or use in each classification. Efforts will be made to tailor this to the specific site while also providing linkage to the general plan elements.

Task 6.3 – Economic Impact Analysis

Our team will prepare an economic impact analysis for the preferred scenarios, outlining a series of returns that are expected from the preferred scenario at full build-out. Impact measures are expected to include tax revenue generation, construction cost estimation, real estate impacts, etc.

Task 6.4 – Implementation Framework

Based on the preferred scenario, our team will compile a detailed implementation matrix for each project area. This will include the preparation of a detailed timeline of projects, cost estimates, and milestones for each area. Information will consist of actionable goals that will fulfill the 100-day plan and 5-year implementation framework. Additionally, strategies will be provided that will assist with the following:

- Private/public partnerships
- Target industry acquisition
- Financial and non-financial incentives
- Development or acquisition strategies
- Project timing and integration



Task 6.5 – Metrics Creation

Our team will craft a series of attainable and trackable metrics for each area plan. These metrics will include preparing a series of anticipated benefits tied to critical milestones. Through these metrics, the community can track results and determine successes. In addition to the metrics, our team will include written strategies or processes to utilize when regularly reported metrics are not created, ensuring a documented process for attaining them.

Task 6.6 – Final Report Preparation

After all previous tasks are completed, our team will prepare a detailed report that provides the study's overall results. This report will be concise and graphically rich, capturing a vision for the study area. The proposed document structure is outlined below:

- Table of contents
- Executive summary
- Existing conditions analysis
- Preliminary scenarios
- Preferred scenario
- Economic impact
- Site regulating framework
- Implementation strategies

As part of the final document preparation, all maps, charts, and graphics will be provided in source file formats, allowing incorporation into the appropriate municipal systems. Ten (10) printed copies of the final report will be made for the municipality to utilize, and a PDF or source electronic files will be provided.

Task 6.7 – Municipal Presentations

Our team will prepare and present the report to the Planning Commission and City council as necessary to help through the adoption process.

Task 6.8 - Design Guidelines Framework

Our team will prepare a design guidelines framework, helping to outline the following elements for each area. The purpose of the guidelines is to document the look, feel, and that the vision of the community is met. This task will include planning for the following:

- Building typology
- End user matrices
- Architecture or façade styles
- Signage regulations
- Vegetation regulations
- Streetscape guidelines

These guidelines will also include a legislative description for the enforcement area and a resolution/Code review to provide implementation guidance. The purpose of these guidelines is to provide the community with a series of traits or architectural characteristics that the community supports. A sample of recent design guidelines prepared by our team can be found at: <https://tinyurl.com/WPDesignGuide>

CRITICAL DIFFERENCES

Outlined below are some critical differences and opportunities if our team is selected:

- Ability to handle all phases of planning, design, and implementation with existing team members
- An unmatched level of experience both locally and nationally
- Implementation assistance through all phases of municipal work
- Ability to identify, prepare, and write grants for municipal projects
- Staff availability to perform all three (3) plans, weaving their design and planning together for increased symbiosis
- Previous work with Eagle Mountain (ZPFI) with market analysis and documentation projects
- Driven by civic-minded and developer attainability, creating an easily implemented series of projects
- Preparation of detailed implementation plans
- Value added services of design guidelines, aiding in the desired creation of distinct architectural typologies

Given the opportunity, our team would welcome the chance to perform all three (3) small area plans. This approach would allow for integrated input and stakeholder meetings, reducing the schedule for project completion.

PROJECT SCHEDULE

After careful review of the proposed scope of work and the availability of the Team’s staff, we feel that the requested scope can be completed in six (6) months.

	 CONSULTANT WORK	 CLIENT INVOLVEMENT	 PUBLIC INTERACTION
JAN	- Existing conditions analysis - Current plans review - Public input plan preparation - City meeting questionnaire	- Kick-off meeting - Approval of public participation plan - Elected officials round table - City visioning meeting	- Stakeholder identification - Facilitate Survey No. 1 - Project area walking and biking tours
FEB	- On-site analysis meetings - Draft existing conditions analysis - Asset identification & mapping - SWOT analysis	- Steering committee meetings - Council and stakeholder ideation sessions	- Developer tours - Stakeholder tours - Office hours - Community input events
MARCH	- Ideation materials - Outreach materials - Draft scenarios - Preferred scenario packet - Draft regulating framework - Connectivity study	- Scenario review meetings - Elected officials charrette - Preferred sceanrio meeting	- Stakeholder charrettes - Outreach events - Scenario review on website
AR-MAY	- Draft preferred scenario delivered (Mid-April) - Economic impact analysis - Draft implementation plan - Building typologies and architectural styles	- Review and comments on draft plans - Public comment period (attendance)	- Community review (website) - Stakeholder feedback of draft - Public comment period
JUNE - ADOPTION	- Submit final draft of plan (June 28, 2023) - Prepare adoption resolution - Attend reading and adoption meetings	- Adoption meetings - Implementation strategies review meeting - Roles and responsibilities review meeting	- Final adopt review - Adoption meeting participation

TECHNICAL APPROACH

Outlined below are samples (hyperlinks) of our team's work products. These samples include both technical content for small area plans and implementation strategies



ZIONS PUBLIC FINANCE

WEST POINT, UT SMALL AREA PLAN

Small Area Plan - <https://tinyurl.com/3a8vv64d>
 Design Guidelines - <https://tinyurl.com/ymv6nyx2>

- Scope completed:**
- Market analysis
 - Scenario planning
 - Building typology
 - Design guidelines
 - Economic impact analysis

This project includes implementation strategies and guidance for phased approaches



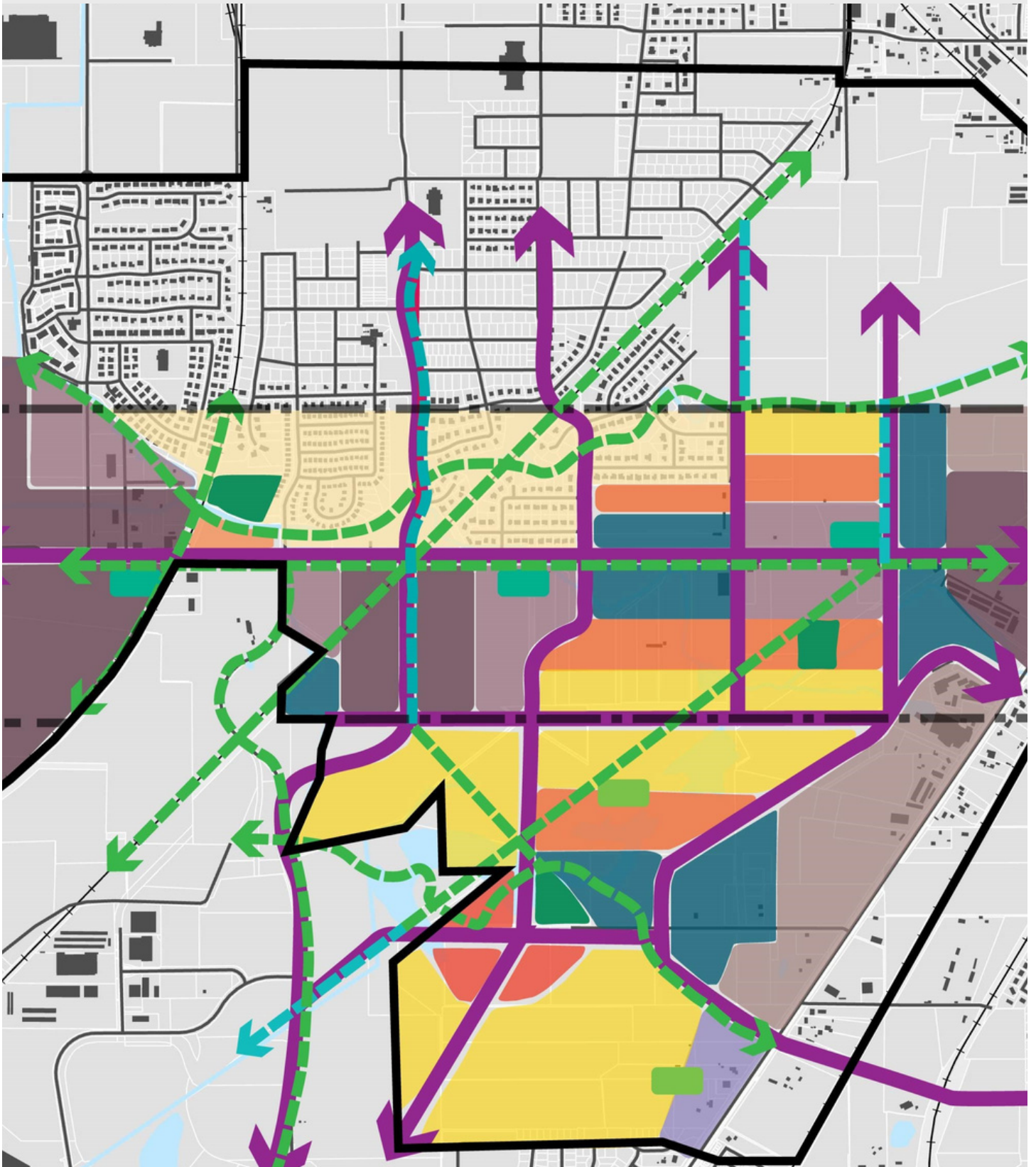
CRSA

UINTA COUNTY 1,000 ACRE SMALL AREA PLAN

Small Area plan - <https://tinyurl.com/mpbhak7t>

- Scope completed:**
- Scenario planning
 - Building typology
 - Design guidelines
 - Economic impact analysis

This project includes implementation strategies and guidance for phased approaches



The following table outlines the general break down of budget by phase and team member. The assignment of tasks is noted below the chart. Our team is proposing fully-loaded hours, including the following elements in the proposed hourly rates:



Hourly Rate



Travel / Mileage



Printing



Software &
Technology Usage

Including these elements in the overall hourly rates will provide streamlined billing and simplified invoicing for the municipality and the consultants. As requested in the RFP, the chart below demonstrates the funds distribution for each consultant team member. Two separate calculations are being provided to illustrate this as the CRSA/DRS team is currently finalizing negotiations for a merger of teams, staff, and resources, allowing us to serve clients better.

Eagle Mountain Small Area Plan										
Staff	Ben Leverger	Nathan davis	Stephanie Dunlap	Kelly Gillman	Cooper Parson	Laura Smith	Thomas Mcmu.	Blake Ungren	Susan Becker	Aaron Sanborn
Rate (Per hour)	\$170.00	\$105.00	\$130.00	\$200.00	\$100.00	\$140.00	\$195.00	\$195.00	\$195.00	\$150.00
Task 1 - Vision & Guidance	7	3	9	4	0	10	4	0	8	8
Task 2 - Collection and Baseline Creation	3	5	4	3	3	0	4	0	0	0
Task 3 - Stakeholder engagement	5	3	3	2	4	4	0	0	0	0
Task 4 - Ideation & Evaluation	12	3	7	2	4	8	8	6	0	0
Task 5 - Refinement & Review	12	9	14	4	7	3	2	0	16	16
Task 6 - Regulating Framework	2	8	21	3	4	13	2	0	0	0
Not-to-Exceed Total										\$41,515.00

Percentage of Work

Company	% Of Work
DRS/CRSA	69.58%
Avenue	12.21%
ZPI	18.21%

If additional scope is requested above and beyond the outlined scope, our team is happy to assist in ensuring the community meets its desired goals. Outlined above are the typical hourly rates for each employee in our team.



05

Necessary Forms

ATTACHMENT A

Bid Form

Project Name: **Commercial Core Business District Small Area Plan**

Project Number: EMC-FY23-12

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: **EAGLE MOUNTAIN CITY**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Q&A	12/7/2022
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHEMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of the Bid:

- A. Bid Form

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

A Corporation

Corporation Name: Downtown Redevelopment Services, LLC

State or Jurisdiction of Incorporation: Ohio

Type (General Business, Profession, Service, Limited Liability): LLC, Filing as an S-Corp

By:


(Signature -- attach evidence of authority to sign)

Name (typed or printed): Benjamin Levenger

Title: President

Attest  _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Ohio [State or other jurisdiction where Project is located] is 11/14/2017

5.02 Bid submitted on 12/15/2022,



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
11/16/2017	201731800866	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

DOWNTOWN REDEVELOPMENT SERVICES
PO BOX 131
CUYAHOGA FALLS, OH 44221

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
4096984

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

DOWNTOWNREDEVELOPMENT SERVICES, LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG

Effective Date: 11/14/2017

Document No(s):

201731800866



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
16th day of November, A.D. 2017.

Ohio Secretary of State

Form 533A Prescribed by:

Date Electronically Filed: 11/14/2017

JON HUSTED
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
 File online or for more information: www.OHBusinessCentral.com

For screen readers, follow instructions located at this path.

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99
Form Must Be Typed

CHECK ONLY ONE (1) BOX

- (1) Articles of Organization for Domestic
☒ For-Profit Limited Liability Company
 (115-LCA)

- (2) Articles of Organization for Domestic
☐ Nonprofit Limited Liability Company
 (115-LCA)

Name of Limited Liability Company **DOWNTOWN REDEVELOPMENT SERVICES, LLC**

Optional: Effective Date (MM/DD/YYYY) **11/14/2017**

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Optional: This limited liability company shall exist for **PERPETUAL**
 Period of Existence

Optional: Purpose

PLANNING CONSULTANTS

** Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

DOWNTOWN REDEVELOPMENT SERVICES, LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

BENJAMIN S. LEVINGER

(Name of Statutory Agent)

PO BOX 131

(Mailing Address)

CUYAHOGA FALLS

(Mailing City)

OH

(Mailing State)

44221

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, BENJAMIN S. LEVINGER, named herein as the
(Name of Statutory Agent)

Statutory agent for DOWNTOWN REDEVELOPMENT SERVICES, LLC
(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature BENJAMIN S. LEVINGER

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)



DOWNRED-01

LLOEHR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2022

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

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

PRODUCER CoverLink Insurance 98 E Main St. West Jefferson, OH 43162	CONTACT NAME: Meg Hyden	
	PHONE (A/C, No, Ext): (937) 592-9076 1014	FAX (A/C, No): (937) 599-2568
	E-MAIL ADDRESS: mbarton@coverlink.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westfield Insurance Company	24112
INSURED Downtown Redevelopment Services, LLC PO Box 131 Cuyahoga Falls, OH 44222	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		191572T	11/19/2022	11/19/2023	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMPIOP AGG	\$ 4,000,000
							\$
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		191572T	11/19/2022	11/19/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

CANCELLATION

Eagle Mountain City

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

AUTHORIZED REPRESENTATIVE

Heath M. Goehr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2022

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 10200
INSURED Downtown Redevelopment Services, LLC PO Box 131 Cuyahoga Falls, OH 44221	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y ☐ N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		P100.131.591.5	03/02/2022	03/02/2023	Each Claim: \$ 2,000,000 Aggregate: \$ 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

EAGLE MOUNTAIN CITY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
----------------------------	---

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**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80063509

Period Specified Below
07/01/2022 to 07/01/2023

Downtown Redevelopment Services, LLC
PO Box 131
Cuyahoga Falls OH 44222



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCauley

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Downtown Redevelopment Services, LLC
 4910 Rootstown Road
 Ravenna, OH 44266

SURETY:*(Name, legal status and principal place of business)*

Capitol Indemnity Corporation
 P.O. Box 5900
 Madison, WI 53705-0900

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:*(Name, legal status and address)*

Eagle Mountain City
 1650 E. Stagecoach Run
 Eagle Mountain City, UT 84005

BOND AMOUNT: Five percent of the total amount bid-----5%**PROJECT:***(Name, location or address, and Project number, if any)*

Eagle Mountain, UT
 EMC Commercial Core Area Plan
 RFP-EMC-FY23-12

Project Number, if any: EMC-FY23-12

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

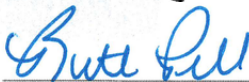
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12 day of December, 2022



(Witness)



(Witness)

Downtown Redevelopment Services, LLC

(Principal)



(Seal)

(Title) Benjamin Levenger, President

Capitol Indemnity Corporation

(Surety)



(Seal)

(Title) Todd A. Stein Attorney-in-fact

Init.

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**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1928585

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- MARK LEVINSON; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR; MARY E. BRENNER-MILLER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

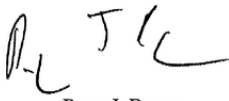
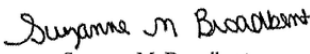
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

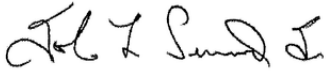
IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary



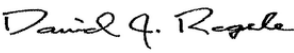
CAPITOL INDEMNITY CORPORATION


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



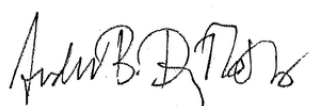

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 12 day of December, 2022




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2021

Admitted Assets

Cash and invested assets:	
Bonds	\$ 618,141,054
Common stocks	157,173,176
Cash, cash equivalents and short-term investments	57,267,137
Total cash and invested assets	<u>832,581,367</u>
Investment income due and accrued	3,116,067
Uncollected premiums and agents' balances in course of collection	48,153,845
Deferred premiums, agents' balances and installments booked but deferred and not yet due	7,477,730
Amounts recoverable from reinsurers	5,024,047
Other amounts receivable under reinsurance contracts	208,405
Net deferred tax asset	15,886,386
Electronic data processing equipment and software	1,575,488
Receivables from parent, subsidiaries and affiliates	4,168,378
Other admitted assets	612,440
Total admitted assets	<u>\$ 918,804,153</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 336,642,620
Reinsurance payable on paid losses and loss adjustment expenses	25,798,000
Loss adjustment expenses	61,286,658
Commissions payable, contingent commissions and other similar charges	442,074
Other expenses (excluding taxes, licenses and fees)	10,687,529
Taxes, licenses and fees (excluding federal and foreign income taxes)	35,705
Current federal and foreign income taxes	257,424
Unearned premiums	148,846,891
Advance premium	5,657
Ceded reinsurance premiums payable (net of ceding commissions)	7,819,842
Amounts withheld or retained by company for account of others	12,618,389
Payable to parent, subsidiaries and affiliates	11,427,656
Other liabilities	890,743
Total liabilities	<u>616,759,188</u>
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	193,919,796
Surplus as regards policyholders	302,044,965
Total liabilities and capital and surplus	<u>\$ 918,804,153</u>

I, John L. Sennott Jr., CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2021, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

John L. Sennott Jr.

John L. Sennott Jr
CEO & President





UTAH INSURANCE DEPARTMENT
Certificate of Continuation

*This is to certify that **CAPITOL INDEMNITY CORPORATION** has complied with the requirements for continuation of the Certificate of Authority in the State of Utah for the license year beginning **Mar 1, 2022** through **Feb 28, 2023** for the following lines of insurance:*

Utah ID #: **1799**

NAIC Co Code #: **10472**

NAIC Group Code #: **0501**

Status:

Company Type: **Property and Casualty Insurer**

Types of Insurance Lines Authorized to Transact:

Accident & Health-P&C

Bail Bond Surety-P&C

Liability-P&C

Marine & Transportation-P&C

Professional Liability-P&C

Property-P&C

Surety-P&C

Workers Compensation-P&C



CRSA



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	Small Area Plan: Gateway Park - Downtown Redevelopment Services		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$41,515		
APPLICANT:	Evan Berrett		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Evan Berrett, Admin

PRESENTED BY:

RECOMMENDATION:

Staff recommends the City Council award a bid for the Gateway Park Small Area Plan Design to Downtown Redevelopment Services in the amount of \$41,515 and authorize the Mayor to sign the contract.

BACKGROUND:

Eagle Mountain City issued an RFP for assistance with creating three small area plans. A Small area or district plan is a tool that helps to provide more specific economic development, planning, traffic engineering, and financial planning direction for certain smaller geographic areas of the city that are likely to be highly important to the economic and cultural vitality of the city. Firms were invited to bid on small area plans for the Commercial Core, Mid-Valley/Downtown, and Gateway Park areas of the City. These small area plans are planned to be completed within the next six months in cooperation with City Council, property owners, other various stakeholders, and with significant engagement with the public.

A staff review committee scored the proposals and invited the top scorers for final presentations. The committee recommends awarding the bid to Downtown Redevelopment Services in partnership with CRSA, Avenue Consultants, and Zions Bank Public Finance.

ITEMS FOR CONSIDERATION:

The Downtown Redevelopment Services proposal was not the lowest

cost proposal. Staff felt that given the significant impact these area plans will have on the future of Eagle Mountain, that it was more important to find the right team that can deliver the highest quality product with strong public and stakeholder engagement. Downtown Redevelopment Services and their partners scored the highest overall and demonstrated through their proposal along with the presentation they made that they would serve the needs of Eagle Mountain the best resulting in the best possible outcome. The cost difference between the DRS proposal and the lowest bid was approximately \$30,000.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Downtown Redevelopment Proposal - Gateway Park](#)



In partnership with



REQUEST FOR PROPOSALS EAGLE MOUNTAIN CITY EMC-FY23-10

GATEWAY PARK BUSINESS DISTRICT SMALL AREA PLAN



01

Transmittal Letter



Re: RFP Response, Eagle Mountain City - Gateway Park Small Area Plan

Dear Ms Yates and Selection Committee:

Over the past twenty years, the City of Eagle Mountain has witnessed exponential growth, becoming a new hub of activity serving both residential and commercial needs. While the community has grown in population by more than 223% from 2010 to 2020, creating a balanced and vibrant ecosystem is still difficult, requiring more than a residential property tax base. While some commercial efforts and master planning have been completed, a dwindling amount of large tract land is available for re-use or construction. Due to these parameters, Eagle Mountain City is desirous to prepare an implementable and actionable framework for critical areas, including the gateway Area.

The area that makes up the proposed small area boundary is roughly 550 acres in size and owned by a variety of entities, each having a different opinion about the highest and best use for the land. Yet, there is overarching support for similar items, specifically providing jobs and economic returns via non-real estate taxes. Due to this result, the community needs to prepare a detailed and highly implementable framework of what the project area will support or sustain, all while outlining what is maximally beneficial to the community. To meet these requirements, the community must undergo a small area plan (SAP) update, focusing on updating necessary documentation about build-out scenarios and metrics supported by real-world economics and metrics. To achieve this, we have compiled a team of regional and national experts; they are as follows:



DTRedevelopment: A downtown planning and economic development firm with experience preparing land use planning and downtown economic development plans in over 30 states. They create unique, place-based design solutions that maximize available assets and public spaces while creating locations known to increase residents' quality of life. DRS is joined by its Strategic Partner CRSA to deliver this project to Eagle Mountain City offering increased services under one roof.



CRSA, Inc.: A leader in people-focused public space design both within the Wasatch Front and the Intermountain West. Founded as an architecture firm in 1976, CRSA continues to provide architectural design



be a full-service planning and design firm that promotes a strong sense of place-based design.

Avenue Consultants: - Avenue consultants is a transportation planning firm with extensive experience throughout the entire State of Utah, including several successful projects in the Southern Salt Lake County region.



Zions Bank Public Finance: - Zions Bank Public Finance is a municipal consulting firm with an unmatched track record of market analysis and large-scale project implementation. Their work includes providing municipal consulting, implementation frameworks, and organizational set-up.

With the above team members, we can assist the City, residents, and steering committee through a community-focused small area plan that will provide graphics and analytic results and a detailed implementation framework for catalyst project implementation. Through this process, our team can help guide the community through place-based design solutions and visioning exercises that will generate ideas on maximizing the available lands. We feel that our team can provide you with the necessary understanding of place-based economics and the ability to deliver high-quality design drawings. We also offer a detailed level of service and community-focused design that other groups or firms cannot commit to. Please contact our project manager if any questions arise during your review. Their contact information is below:

Ben Levenger, ASLA, AICP, CECD
Principal/Project Manager | DTRedevelopment
ben@dtredevelopment.com

J. Kelly Gillman, ASLA, AICP
Managing Principle/Treasurer | CRSA
Kelly@crsa-us.com



02

Executive Summary

TAB 2 EXECUTIVE SUMMARY

As the greater Eagle Mountain area continues to grow and densify, there is an ever-increasing cost for infrastructure and roadway management. Through the standard residential tax base, maintaining these systems to an acceptable level of service will become ever more burdensome. As a method for spreading the financial burden more equitably while simultaneously increasing the quality of life for residents, a more well-rounded and supportive local ecosystem must be generated. In the case of the gateway area, this will include preparing a series of highly implementable projects that will catalyze to completion of the infill, utilizing private development as a partner.

Providing this style of service is what the team on this proposal has been crafted to do. Through our expertise and our long-standing working relationships, we will work collaboratively to help guide the community. The benefits of hiring our team are as follows:

- Our team has an unmatched level of experience in economic development or market analysis projects
- We are versed in providing implementation frameworks for communities similar to Eagle Mountain, which are approaching build-out and economic uncertainty
- The services our team offers can assist the City through all phases of ideation, design, implementation, and organizational consulting
- We can walk the City through all phases of implementation, including the creation of CRAs, TIF, or other tax structures
- Our team is well versed in the unique conditions present within the City, as evidenced by our experience working on previous Eagle Mountain and regional projects

Our team is preparing a proposal for all three (3) separate small area plan proposals to increase effectiveness. Through the combined efforts, our team will not only be able to maximize the benefits to the municipality but also, directly and indirectly, tie the areas together. Through this effort, our team will help design different and unique uses for each small area, ensuring that retail, commercial, or service-based industries are not competing amongst themselves within the City, helping to drive sustainability.

This District allows for a wide diversity of uses because of its proximity to Cory B. Wride Memorial Highway (SR-73) and the Mountain View Corridor, the proximity to Saratoga Springs, and the current uses on site. This area was one of the first light industrial areas to develop in the City, and it has the groundwork already laid for continuing that type of development. This area contains a portion of SR-73 that is slated for expansion in the

near future. Our team will take into consideration the expansion of SR-73 and how that will impact possible users in the District and on how it may impact development opportunities.

Additionally, we understand that the proposed scope of work will require a high level of coordination and cooperation with the City and its residents. This will require our team to not only help guide the community but also become part of the community, learning through; community storytelling, database review, and even open office hours. These critical steps allow our team to fully integrate with the District, learning together about the residents' needs, desires, and anticipated future. Creating this process will require working through a circular process of land use scenarios and economic testing results. We are proposing the below (high-level) process below to ensure that the small area plan meets the diaries' financial goals, personifies the community character, and supports the resident's collective "story of the place." The overall visioning and planning process will follow the below process:

1. Visioning and Existing Conditions Review
2. Community Togetherness and Engagement
3. Ideation & Storytelling
4. Test, Refine, & Repeat
5. Share and Celebrate

In addition to the outlined scope in the RFP, we propose preparing the following for each station area plan our team selects for. These additional services will be completed in the original budget but will take the identified scope through the initial phases of project implementation. The other services are as follows:

- Creation of District regulating plans to identify the building and development typologies
- Composition of District design guidelines framework that will enforce the results of the scenarios and holding plans
- Code and ordinance suggestions will be prepared to identify areas that need amending or adjusted to allow for small-area plan implementation

As a final note, due to the collective resources our team can bear to force, we will be able to provide the City of Eagle Mountain with an unmatched level of service stemming from constant and ongoing communications from our executive team. This will allow our team to complete the project on time and in-budget, exceeding municipal requirements.



03

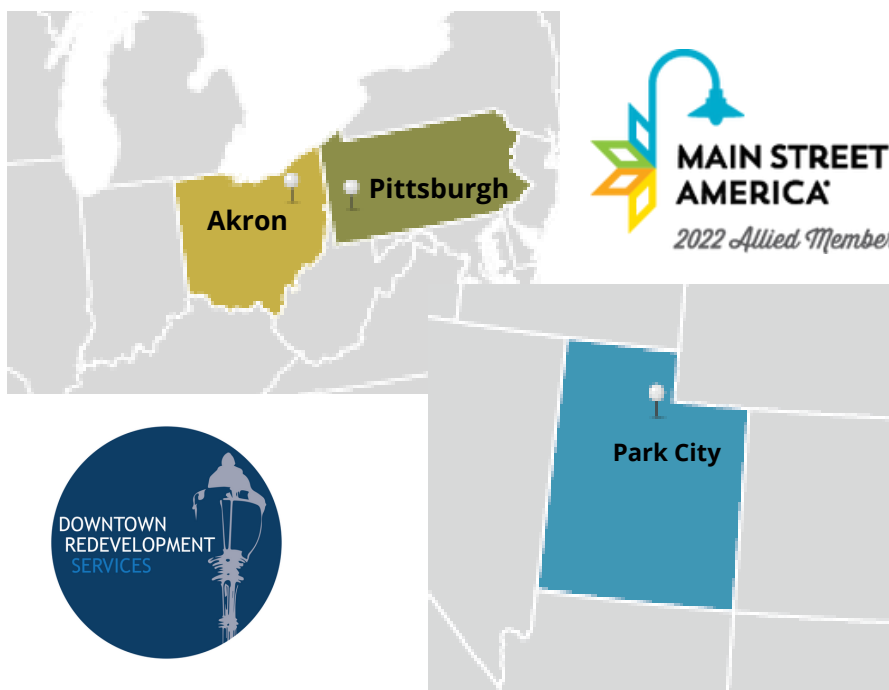
Detailed Discussion

DOWNTOWN REDEVELOPMENT SERVICES (DRS) COMPANY BIO

DRS is a planning firm specializing in downtown planning and economic development projects that improve the quality of life for residents in small to medium sized communities. We assist communities through comprehensive downtown planning, economic or redevelopment strategies, small-area plans, Main Street services, development-readiness training, and adaptive reuse projects. Our planning services focus on identifying the unique assets in a community and preparing strategies to help personalize them with action-oriented and implementable strategies. Through this action-oriented style of planning, our firm helps communities prepare recommendations for the short-, mid- and long-term future while building community capacity and empowering local residents.

DRS was founded in 2009 by passionate professionals who wanted to make a difference in communities by providing realistic and highly implementable strategies. Within our client communities we do not take a “one-size fits-all” approach. We understand that every plan must be unique and responsive to the specific community it serves. While many firms work with a similar approach or mantra, at DRS we tailor project scopes and deliverables to meet the needs of a client community now and in the future. Through this process DRS has gained an unmatched understanding and a track record of successfully implemented projects. With our exceptional level of understanding, we are able to provide exceptional services at a budget-friendly price.

Since 2009, DRS has grown into a national company, with offices in the Midwest, East Coast, and Intermountain West. These locations allow us to maintain easy access to our project sites.



COMPANY HIGHLIGHTS

13

YEARS IN BUSINESS

93%

OF PROJECTS IMPLEMENTED
SINCE INCEPTION

153

NUMBER OF DOWNTOWN
PLANS COMPLETED

8

EMPLOYEES IN 3 OFFICES

AREAS OF EXPERTISE



**Land Use and
Ordinance**



**Downtown
Master Plans**



**Economic
Development
Strategies**



**Small Area
Development
Planning**



**Building
Assessments**

Avenue Consultants is a local transportation planning, engineering, and program management firm that focuses on providing innovative transportation engineering and planning services to our clients.

We specialize in facilitating diverse teams through comprehensive planning of transportation infrastructure within the local land use environment; applying technical knowledge and software applications to support local and agency planning initiatives; communicating complex ideas, solutions, and benefits to agency staff, elected officials, and the public; helping communities with proactive planning and complex transportation solutions; engaging the public in a constructive and instructive way to build consensus toward an implementable vision; conducting and preparing studies, feasibility assessments, and corridor specific plans for implementation by local entities and agencies. With a staff of 95 professionals, Avenue has the skilled planning, transportation modeling, GIS, and communications specialists available to help Eagle Mountain realize its vision. Our entire staff are all local and flexible enough in their abilities and obligations that we can ensure the necessary availability to accommodate any requests for our services.



Firm Profile

Architecture. Planning. Interiors. ↗

CRSA

CRSA has been an integral part of community building throughout the Western Mountain Region since 1975. With one office in Utah and licenses in over a dozen states, we are working to make communities, campuses, and neighborhoods better places to live, learn, work, and play. Our staff of over 45 professionals brings a solid background of capabilities to many project types. We continue to expand our body of creative and innovative work in the areas of higher education, government, and libraries, as well as residential, mixed-use, office projects and urban design.

47

Years In Business

45

Professionals

638

Completed Projects

147

Design Awards

ZIONS BANK PUBLIC FINANCE, INC.

FIRM PROFILE

ZPFI, is comprised of a team of 22 professionals committed to providing unparalleled service to municipal entities, local Districts, government agencies and private clients throughout Utah and the Intermountain West. We have two primary service areas: (1) financial advisory to assist governmental entities in the bonding and disclosure/ reporting process; and (2) municipal consulting services focusing on economic development, planning, real estate development advisory, and fee-related services. .

Our Municipal Consulting Group, an integral part of ZPFI, is well known and respected throughout the Intermountain Region for its leadership in economic development, redevelopment, market analysis, real estate development advisory, capital facility finance planning, feasibility studies, and fiscal/economic impacts analysis.



BEN LEVENGER, AICP, ASLA, CECD
Planner & Economic Development Professional

Ben Levensger is a certified planner and certified economic developer. After working for municipalities in 29 states, he brings national experience to the Wasatch front. Ben will be the Project Manager and principal in charge for this project.



NATHAN DAVIS
Downtown Planner

Nathan is a community planning professional with experience providing general planning, demographics review and densification or infill strategies for communities across the continental US. His expertise is focused on conducting detailed analysis of the existing conditions.

ADDITIONAL STAFF

STEPHANIE DUNLAP, AICP
Planner

STAN LEVENGER,
Public Input Specialist



KELLY GILLMAN, ASLA, AICP
Senior Principal/Treasurer

Kelly has led municipal planning projects with CRSA for 20 years, including several general plans, corridor plans, and downtown plans. Kelly is a certified planner and licensed landscape architect and will be the design team lead for the Eagle Mountain Small Area Plans



LAURA SMITH, AIA, LEED AP, BD+C
Senior Architect/Urban Designer

Laura Smith is an architect and sustainability leader who brings insight and passion into the way the built world shapes our communities. She is highly experienced in reaching design solutions that increase the health and well-being of building occupants.

ADDITIONAL STAFF

BRADLEY KRAUSHAAR, ASLA,
Planner/Designer

ZACH HESLOP, AIA
Preservation Architect

TYLER ADAMS
Renderer/Illustrator



THOMAS MCMURTRY, AICP
Transportation Planner

Thomas McMurtry has 17 years of experience leading planning projects. Transportation planning is Thomas's primary expertise, and he has significant experience in leading community visions, facilitating workshops and population forecasting.



BLAKE UNGREN, PE
Transportation Engineer

Blake Ungren has over 12 years of experience with a comprehensive background in transportation planning and design. As a project manager for Avenue, Blake has overseen projects that incorporate multiple intersection analyses in corridor applications.

ADDITIONAL STAFF

EMILIE JORDAO
Transportation Planner

PAUL GOODRICH
Transportation Engineer



SUSAN BECKER, AICP
Economic Development Specialist

For the past 28 years, Susie has specialized in economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects, and was recently the project lead on Eagle Mountain's Economic Plan.



AARON SANBORN
Economic Development Specialist

Aaron has nearly a decade of municipal experience, including over 6 years of experience as Economic Development Director for Eagle Mountain City. He has broad and varied experience with economic development, financial analysis, strategic planning, and program analysis

CRSA

avenue
CONSULTANTS

ZIONS PUBLIC FINANCE

Responsibilities

DRS/CRSA

Project Man., Planning, Site Design, Economic Development. Visualizations, Arch.

Avenue Consultants

Transportation

ZPFI

Financial Assessment, Economic Impact, Economic Development

Outlined below are sample projects completed by our team members. Targeted projects are provided on the next page, highlighting greater details). Additional details for all other projects are available upon request.



WEST POINT, UT SMALL AREA PLAN



- West Point - West Davis Corridor Small Area Plan (ZPFI prime)
- Lower Paxton, PA Small Area Plan
- Parachute, CO Small Area Plan
- Moab Downtown Plan
- Salina, UT General Plan
- Hurricane, UT Downtown Plan
- Lower Paxton, PA Small Area Plan
- DeFuniak Springs, FL Downtown Master Plan
- Indiana, PA Economic Diversification Project
- Helper, UT Railroad Corridor Plan
- Orlando, FL (Milk District Main Street) Streetscape Plan
- Reading, PA Complete Streets and Alleyways Plan
- Marianna, FL Real Estate Redevelopment Plan

IDAHO FALLS DOWNTOWN PLAN



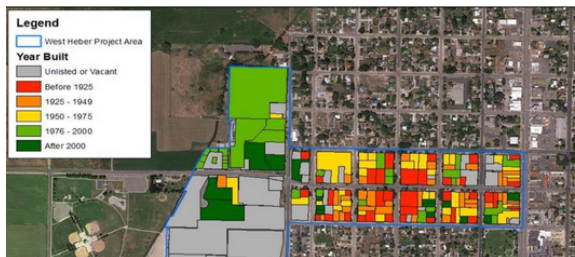
- Eagle Mountain General Plan
- Roy Downtown Plan
- Roy Station Area Plan (DRS Sub)
- 1600 S Area Plan in Springville (DRS and Avenue Subs)
- Idaho Falls Downtown Plan & Form-Based Code
- WFRC/South Jordan Redwood Road Corridor Plan (Z, F)
- Elko Nevada Downtown Plan (Z, F)
- Meridian Idaho Downtown Plan
- Provo/Orem Station Area Plan (Z)
- UTA Mid-Jordan LRT Station Design

SANDY DOWNTOWN PLAN



- 1600 S Area Plan in Springville (CRSA/DRS Prime)
- Sandy Downtown Transportation Plan
- Moab Downtown Plan
- Saratoga Springs Transportation Master Plan

HEBER CITY CRA CREATION



- Eagle Mountain Economic Development Plan
- Heber City Market Analysis & CRA Creation (DRS Sub)
- South Jordan Small Area Plan
- SLC NW Quadrant Market Analysis
- Orem City Center Plan
- Vernal Downtown Plan

avenue
CONSULTANTS

ZIONS PUBLIC FINANCE

Other Projects In Progress By Our Team

DRS/CRSA	12 Other Prime, and 3 Sub Projects
Avenue Consultants	15 Other Projects
ZPFI	10+ Other Projects

References

West Point, UT

Bryn MacDonald, AICP
Community Dev. Director
801-614-5351
bmacdonald@westpointcity.org

Springville, UT

Josh Yost
Community Dev. Director
801-489-2700
jyost@springville.org



WEST POINT, UT SMALL AREA PLAN

Services Provided

- Master Planning •
- Scenario Planning •
- Land-Use Planning •
- Downtown Design Guidelines •

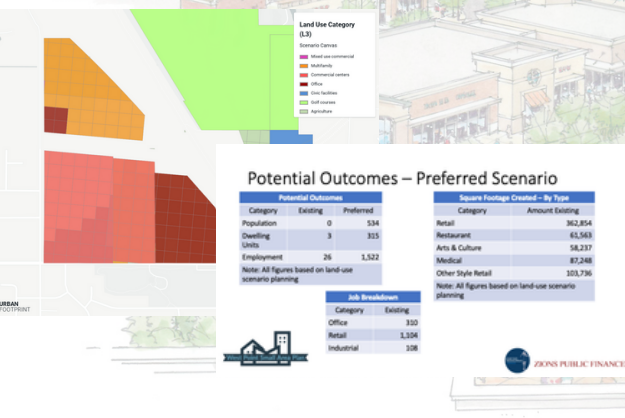
Contact Details

Bryn MacDonald, AICP
Community Development Director
801-614-5351
bmacdonald@westpointcity.org

Project Synopsis

Expecting a new limited access highway to be constructed in the next five years, the City of West Point decided to undertake a small area planning process. This process was set to define the highest and best use for the site and define a series of architectural standards that can be enforced on the highway adjacent vacant parcels. Through this process, DRS coordinated with the prime consultant (Zions Public Finance) to provide scenario planning, site layout, and design guidelines for the overall site.

For this project, DRS was a subconsultant to Zions Public Finance



UINTA COUNTY (WY) 1000 ACRE SMALL AREA PLAN

Services Provided

- Master Planning • Darby Norda
- Scenario Planning • Uinta County Planning
- Land-Use Planning • 307-783-0318
- Building Typology • danoorda@uintacounty.com

Project Synopsis

Immediately outside the Evanston city limits was an area of land the County owned. It is the most significant property remaining existing utility systems can service. Noticing the outstanding potential and recent interest in the site, the commissioners decided to undergo a scenario planning process to identify the highest and best use for the area. The County hired a team that included DRS to perform a market analysis, land-use scenario planning, implementation strategies, and site development. Through this process, DRS provided turn-key assistance for the County, delivering a project that exceeded expectations.



Vacant

- Roadway
- Total of 290.1 (+/-) acres

Residential - Single Family

- 5 single family units @ 2,500 each per acre
- Total of 117.37 (+/-) acres

Commercial

- 15,000 Sq Ft per acre commercial space
- 12 employees per acre
- Total of 159.95 (+/-) acres

Industrial

- 18,000 Sq Ft per acre industrial space
- 9 employees per acre
- Total of 156.20 (+/-) acres

Mixed-Use

- 13,500 Sq Ft of retail space per acre
- 6 apartments per acre
- 6 - 1 Bed at 750 Sq Ft
- 3 - 2 Bed at 1,100 Sq Ft
- Total of 89.51 (+/-) acres

Residential - Multi-Family

- 12 apartments per acre
- 6 - 1 Bed at 750 Sq Ft
- 3 - 2 Bed at 900 Sq Ft
- 3 - 3 Bed at 1,100 Sq Ft
- Total of 123.95 (+/-) acres

PHASE 1:

VISION AND GUIDANCE

Task 1.1 – Early Outreach

Engagement is the backbone of any community-based planning process, primarily based on people-focused design and character identification. Understanding this, our team will conduct a series of outreach, including:

- Kick-off meeting
- Walking and driving tours
- Elected and appointed officials round tables
- Developer stakeholder meeting
- Secret shopper-style events

Early outreach will culminate with creating a project website, serving as the hub of activity for all project elements. These custom-built websites utilize a platform for gathering data and regular public updates. A sample of the project website can be found at Defuniakdowntown.com or Hurricanedowntown.com

Task 1.2 – City Guidance Kick-off

Our team will facilitate meetings and investigation discussions with the City and critical stakeholders. These in-person, group, and one-on-one sessions will build upon the results of the economic development plan and identify roadblocks, strengths, and potential issues.

Task 1.3 – Steering committee meetings

After the kick-off meetings have been completed; our team will hold regular meetings with a steering committee to discuss project updates, findings, and anticipated steps for the next month. These meetings will be held on a rolling calendar, such as the first Wednesday of each month. Members of participation can include the economic development director, steering committee, and other individuals the City deems necessary. Meetings will be held in person unless otherwise desired by the City

PHASE 2:

DATA COLLECTION & SWOT ANALYSIS

Task 2.1 – Steering committee meetings

Existing plan review – To start the data collection, our team will compile a list of applicable plans for review, including those outlined in the RFP. A detailed inspection and assessment of the findings, process, and overall deliverables will be prepared. This review aims to help create a detailed baseline analysis for the project area. **Additionally, at this time we will coordinate the findings from other small area plans (or other consultants) to seamlessly integrate the results.**



 **Development standards & potential development sites**

 **Regulatory & legislative review/existing reports & city-wide plans**

 **Infrastructure systems**

 **Built environment**

 **Civic and Green Space gathering spaces**

 **Public and private space utilization**

 **Community gateways**

 **Market conditions/analysis**

Task 2.2 – Missing information identification

After reviewing the plans, our team will prepare a list of missing or outdated information, highlighting what elements need to be verified on-site or with new datasets.

Task 2.3 – Data collection

After the missing information list is created, we will perform the necessary services to collect and quantify the missing data, aggregating it with the remainder of the data reviewed. Additionally, a full review of datasets will be completed; updated information will be to 2022 standards, where information is required. This step will also require conducting a physical assessment of the project area and investigating internal and external influences that will limit the development or viability of the sites. Physical evaluation of the site will include a review of the following items:

- Site conditions
- Site maps (Zoning, land use, etc.)
- Flooding or natural hindrances
- Transportation and site circulation
- Economic impacts from surrounding parcels
- Socio-economic conditions
- Physical effects on the site

This information will help define potential development parameters and increase success through phasing and “bite-sized” development, preparing a pipeline of projects at logical intervals.

Task 2.4 – SWOT Assessment

Our team will conduct a SWOT-style assessment of the project areas, providing a review of both physical conditions and asset identification. This assessment will go past the physical condition assessment, identifying fiscal and human assets and clearly outlining how they are integrated into the community.

Task 2.5 – Asset Mapping

After identifying the assets, our team will work together to identify how each identified asset be utilized to maximize overall impact. This effort will be completed by identifying how multiple groups or programs can be integrated for catalytic projects.

Task 2.6 – SWOT Reporting

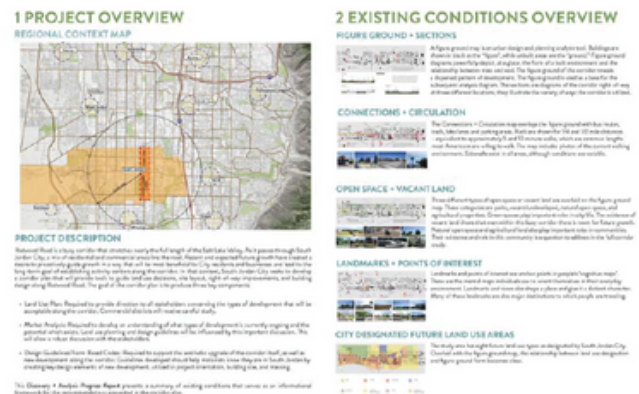
Based on the asset mapping and SWOT analysis, our team will prepare a detailed report that outlines the SWOT assessment results. This process will include written, mapping, and visual information that documents the current conditions. Internal and external influences will be specifically identified, notating areas where the City can cause positive changes and the other regions where partnerships with regional or surrounding partners will be required to drive positive change.

Task 2.7 – Baseline Creation

With the existing plan review, and the physical assessment completed, our team will prepare the findings into a clear, concise, and graphically rich report. This document will include a variety of statistics and data points that will compile the physical assessment and SWOT analysis. This report will also serve as the first chapter in the final report.



Example Existing Conditions Report



PHASE 3:

PUBLIC OUTREACH & STAKEHOLDER ENGAGEMENT

Task 3.1 – Engagement Plan Prep

Our team will partner with the steering committee to prepare and finalize an engagement strategy. This strategy will utilize a variety of methods for data collection, utilizing the VAK (Visual, Auditory, Kinesthetic) model to allow participants to provide feedback. Specific stakeholders or groups will be identified, and invitations will be prepared.

Task 3.2 - Project Website and Social Media

We will develop a website to host all components of the project and post general updates and survey links to share with the public. Social media will be coordinated with the City's social media outlets, providing updates for key events.

Task 3.3 - Conceptual Outreach

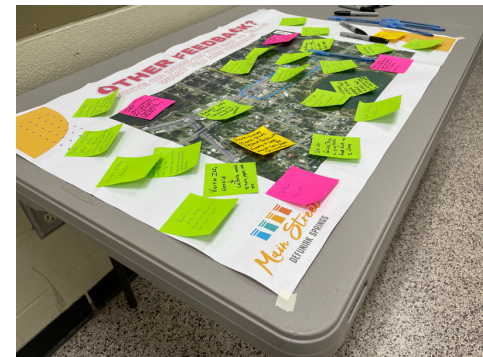
As the next level of outreach, our team will prepare a series of meetings and data collection events focused on gathering baseline or conceptual ideas about the project area. Should our team be selected to perform more than one small area plan, we will hold individual and combined stakeholder meetings, ensuring individualized attention is provided and integrated efforts are discussed. During this phase, we will include the following elements:

- Online surveying
- Summer festivals
- Individual meetings
- Business tours and investigations
- Ideation Sessions W/Council and Stakeholder Groups
- Tactical urbanism exercises (if desired)
- Marketing video creation and outreach
- Public outreach survey (needs and desires assessment)

Task 3.4 – Early Public Outreach

As a first part of the proposed scope of work, our team will conduct detailed outreach and input to gather feedback from the public and other vested groups. This input will collect conceptual data, ideas, and consensus. Event types will include (at a minimum):

- Community charrettes and consensus-building workshops
- Tactical urbanism exercises
- Field Walking/Biking Tour
- Adaptive reuse or activation tours
- Mass transit or alternative transportation node surveying
- Ideation Sessions W/Council and Stakeholder Groups



Task 3.4 – Ideation

We will review ideas in a brainstorming meeting with the Eagle Mountain City steering committee. These plans include lighting, streetscape, public realm design, plazas or gathering spaces, and built environment recommendations. All plan preparation will be based on input gathered, attempting to incorporate as many elements of the preferred area elements as possible. Throughout this phase, our team will prepare visual representations of the proposed ideas, including:

- Cross sections
- Aerial master plan samples
- Plan view samples
- Parking configuration and locations
- Adaptive reuse and real estate development recommendations

Task 3.5 – Refine and Celebrate

As a final part of this task, our team will again work with the stakeholders and the overall public to refine the scenarios, creating a single preferred layout. This process will require many iterations of testing and refinement, including the following:

- Neighborhood meetings
- Final community charette review
- The community question and answer forum

Task 3.6 – Vision creation

Our team will utilize the data collected from various engagement options to draft a vision for each project area. Should our team be selected for more than one plan, we will provide overarching themes for all areas and distinct/unique visions for each area. The vision will become the cornerstone of the plan, showing how the results and proposed development personify the community's vision.

PHASE 4:

IDEATION & EVALUATION

Task 4.1 – Land-Use Scenario Planning

Based on the input received from the stakeholder and the public, our team will begin compiling a series of 3-5 land-use scenarios. These scenarios will utilize land use densities and classifications to outline potential build-outs for the project area. Each scenario will be prepared to provide a different and distinct use for the site:

- Development density
- Jobs created
- Square footage created (by typology)
- Roadways and networks created
- Infrastructure system impacts
- Fiscal impacts (revenue based)

Every scenario will be prepared and presented to the group for the entire impact, allowing for easy understanding and evaluation.

Task 4.2 - Connectivity and Mobility Study

Our team will collect traffic and transit data from previously conducted studies performed by the City and UDOT, passenger data collected, and any other readily available data. We will review areas where deficiencies are found, noting how they can be better served or supplemented through the small area planning process.

Task 4.3 – Market Impact Evaluation

Based on the scenarios prepared, a fiscal impact will be designed, outlining the benefits from a developer and municipal perspective. This analysis will help outline the balance between costs and returns while also ensuring the proposed development provides enough ROI for public-private partnerships.

Task 4.4 – Building and Architectural Typologies

As critical as the land-use scenarios are, supportive documentation explaining each land-use designations typology, forming, massing, and design characteristics are more useful for public interaction and general understanding. Our team will prepare cut sheets about the architectural or development style for every land-use type used. This will include the following:

- Forming and massing
- Typical setbacks
- Architectural character elements
- Communal or gathering spaces
- Floor area ratios and density standards
- Standard parking configurations

Task 4.5 – Intra-site connectivity

Should our team be selected to handle more than a tiny area pan, we will prepare an intra-site connectivity analysis, showing how each scenario supports a symbiotic relationship with other area plans.

PHASE 4:

REFINEMENT & REVIEW

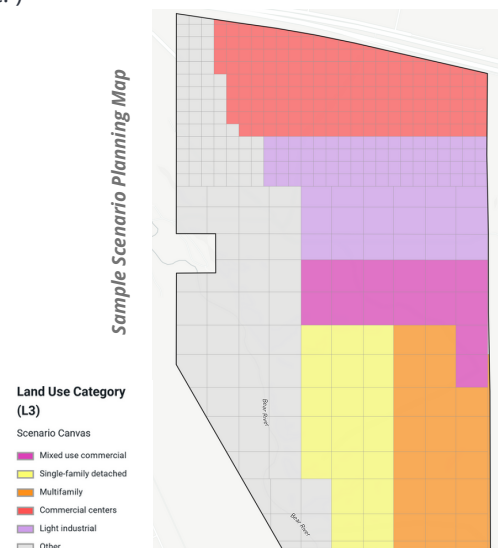
Task 5.1 – Review Meeting/s

After the draft scenarios have been prepared, our team will meet with the steering committee to present the findings and gather feedback. A series of iterations or refinements for the land-use scenarios will be completed. If desired, we can prepare a meeting with on-demand modeling, allowing immediate interaction and review of the results. This meeting style requires a 2-3 hour window with the steering committee yet can significantly shorten the overall project.

Task 5.2 – Preferred Scenario Determination

Our team will work with the steering committee to prepare a preferred scenario after draft scenarios are reviewed. This scenario will include a variety of amenities or desired elements, combining them into a preferred scenario that meets the municipal requirements and civic-minded development standards. During this process, our team will prepare a synopsis and outline of the anticipated benefits of the preferred scenario, including:

- Site densities and square footage
- Development standards and FAR calculations
- Building typologies and frequencies
- Community or gathering spaces
- Acreage of space by type
- Economic impact statements (jobs, businesses, taxes, etc.)



Task 5.3 – Preferred Layout Preparation

After the preferred scenario is outlined, we will begin graphic layout and defined design of the overall areas. This will include a series of conceptual plans and renderings to demonstrate the following:

- Site layouts
- Building footprints
- Site circulation and roadways
- Building configurations
- Public or gathering spaces
- Site ingress/egress points
- Ties to surrounding land use

This graphic representation will be presented in a black-and-white format for the first iteration, documenting the overall layout and flow of the site. Once the steering committee approves, our team will prepare a colored site map. After the site map is approved and finalized, a series of three-dimensional renderings will be designed. These renderings will include the following:

- Aerial perspectives – showing forming, massing, and building typology
- Street or parcel views – showing what the development looks like from a pedestrian perspective
- Cross sections – will show what the roadways, paths, and overall building layouts will look like to scale.
- Building typology samples – These renderings will demonstrate what a standard building size or configuration entails

Task 5.4 – Compliance Review

Our team will perform a compliance review to ensure the preferred scenarios align with the overall elements in the most recent general plan update. Where necessary, our team will also outline changes that will be necessary within the available plan for compliance with the small area plan elements.



PHASE 6:

REGULATING FRAMEWORK

Task 6.1 - Regulating Plan Framework

The Regulating Plan is a graphic representation of the preferred scenario that ties all vision components together on one document. It becomes part of the adopted plan when connected to the implementation policies.

- Future Land Uses
- Transportation Corridors (new and planned) for all modes
- Open Spaces (Parks and Plazas)
- Building typology and architectural massing
- Architectural or character elements
- Catalytic Projects
- Subdistrict descriptions, if applicable

Task 6.2 – Land-Use Typology Chart

Our team will prepare a chart that defines the standard end-user types allowable by right, permit, or use in each classification. Efforts will be made to tailor this to the specific site while also providing linkage to the general plan elements.

Task 6.3 – Economic Impact Analysis

Our team will prepare an economic impact analysis for the preferred scenarios, outlining a series of returns that are expected from the preferred scenario at full build-out. Impact measures are expected to include tax revenue generation, construction cost estimation, real estate impacts, etc.

Task 6.4 – Implementation Framework

Based on the preferred scenario, our team will compile a detailed implementation matrix for each project area. This will include the preparation of a detailed timeline of projects, cost estimates, and milestones for each area. Information will consist of actionable goals that will fulfill the 100-day plan and 5-year implementation framework. Additionally, strategies will be provided that will assist with the following:

- Private/public partnerships
- Target industry acquisition
- Financial and non-financial incentives
- Development or acquisition strategies
- Project timing and integration



Task 6.5 – Metrics Creation

Our team will craft a series of attainable and trackable metrics for each area plan. These metrics will include preparing a series of anticipated benefits tied to critical milestones. Through these metrics, the community can track results and determine successes. In addition to the metrics, our team will include written strategies or processes to utilize when regularly reported metrics are not created, ensuring a documented process for attaining them.

Task 6.6 – Final Report Preparation

After all previous tasks are completed, our team will prepare a detailed report that provides the study's overall results. This report will be concise and graphically rich, capturing a vision for the study area. The proposed document structure is outlined below:

- Table of contents
- Executive summary
- Existing conditions analysis
- Preliminary scenarios
- Preferred scenario
- Economic impact
- Site regulating framework
- Implementation strategies

As part of the final document preparation, all maps, charts, and graphics will be provided in source file formats, allowing incorporation into the appropriate municipal systems. Ten (10) printed copies of the final report will be made for the municipality to utilize, and a PDF or source electronic files will be provided.

Task 6.7 – Municipal Presentations

Our team will prepare and present the report to the Planning Commission and City council as necessary to help through the adoption process.

Task 6.8 - Design Guidelines Framework

Our team will prepare a design guidelines framework, helping to outline the following elements for each area. The purpose of the guidelines is to document the look, feel, and that the vision of the community is met. This task will include planning for the following:

- Building typology
- End user matrices
- Architecture or façade styles
- Signage regulations
- Vegetation regulations
- Streetscape guidelines

These guidelines will also include a legislative description for the enforcement area and a resolution/Code review to provide implementation guidance. The purpose of these guidelines is to provide the community with a series of traits or architectural characteristics that the community supports. A sample of recent design guidelines prepared by our team can be found at: <https://tinyurl.com/WPDesignGuide>

CRITICAL DIFFERENCES

Outlined below are some critical differences and opportunities if our team is selected:

- Ability to handle all phases of planning, design, and implementation with existing team members
- An unmatched level of experience both locally and nationally
- Implementation assistance through all phases of municipal work
- Ability to identify, prepare, and write grants for municipal projects
- Staff availability to perform all three (3) plans, weaving their design and planning together for increased symbiosis
- Previous work with Eagle Mountain (ZPFI) with market analysis and documentation projects
- Driven by civic-minded and developer attainability, creating an easily implemented series of projects
- Preparation of detailed implementation plans
- Value added services of design guidelines, aiding in the desired creation of distinct architectural typologies

Given the opportunity, our team would welcome the chance to perform all three (3) small area plans. This approach would allow for integrated input and stakeholder meetings, reducing the schedule for project completion.

PROJECT SCHEDULE

After careful review of the proposed scope of work and the availability of the Team's staff, we feel that the requested scope can be completed in six (6) months.

	 CONSULTANT WORK	 CLIENT INVOLVEMENT	 PUBLIC INTERACTION
JAN	- Existing conditions analysis - Current plans review - Public input plan preparation - City meeting questionnaire	- Kick-off meeting - Approval of public participation plan - Elected officials round table - City visioning meeting	- Stakeholder identification - Facilitate Survey No. 1 - Project area walking and biking tours
FEB	- On-site analysis meetings - Draft existing conditions analysis - Asset identification & mapping - SWOT analysis	- Steering committee meetings - Council and stakeholder ideation sessions	- Developer tours - Stakeholder tours - Office hours - Community input events
MARCH	- Ideation materials - Outreach materials - Draft scenarios - Preferred scenario packet - Draft regulating framework - Connectivity study	- Scenario review meetings - Elected officials charrette - Preferred sceanrio meeting	- Stakeholder charrettes - Outreach events - Scenario review on website
AR-MAY	- Draft preferred scenario delivered (Mid-April) - Economic impact analysis - Draft implementation plan - Building typologies and architectural styles	- Review and comments on draft plans - Public comment period (attendance)	- Community review (website) - Stakeholder feedback of draft - Public comment period
JUNE - ADOPTION	- Submit final draft of plan (June 28, 2023) - Prepare adoption resolution - Attend reading and adoption meetings	- Adoption meetings - Implementation strategies review meeting - Roles and responsibilities review meeting	- Final adopt review - Adoption meeting participation

TECHNICAL APPROACH

Outlined below are samples (hyperlinks) of our team's work products. These samples include both technical content for small area plans and implementation strategies



ZIONS PUBLIC FINANCE

WEST POINT, UT SMALL AREA PLAN

Small Area Plan - <https://tinyurl.com/3a8vv64d>
 Design Guidelines - <https://tinyurl.com/ymv6nyx2>

- Scope completed:**
- Market analysis
 - Scenario planning
 - Building typology
 - Design guidelines
 - Economic impact analysis

This project includes implementation strategies and guidance for phased approaches



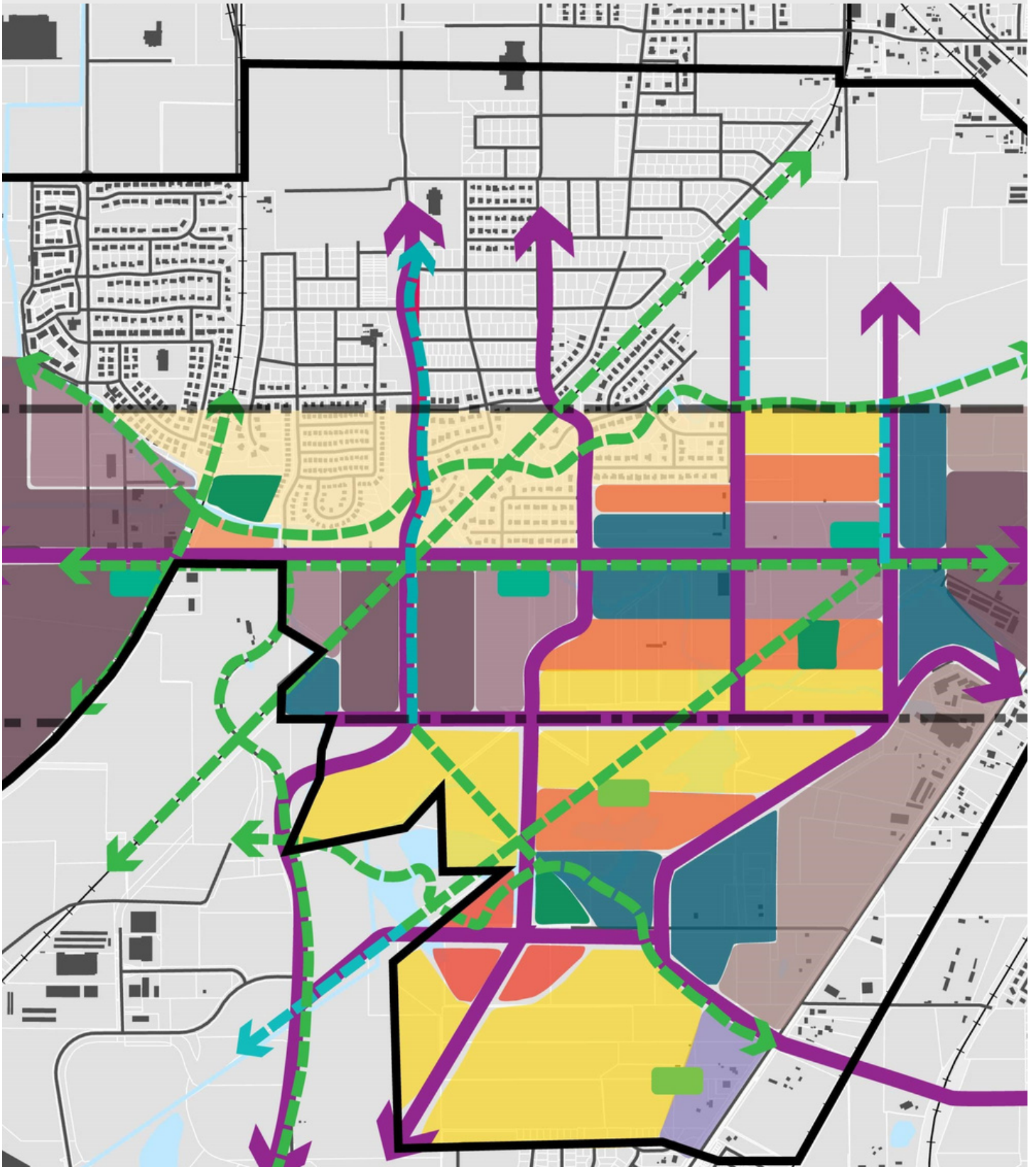
CRSA

UINTA COUNTY 1,000 ACRE SMALL AREA PLAN

Small Area plan - <https://tinyurl.com/mpbhak7t>

- Scope completed:**
- Scenario planning
 - Building typology
 - Design guidelines
 - Economic impact analysis

This project includes implementation strategies and guidance for phased approaches



PROJECT BUDGET

The following table outlines the general break down of budget by phase and team member. The assignment of tasks is noted below the chart. Our team is proposing fully-loaded hours, including the following elements in the proposed hourly rates:



Hourly Rate



Travel / Mileage



Printing



Software &
Technology Usage

Including these elements in the overall hourly rates will provide streamlined billing and simplified invoicing for the municipality and the consultants. As requested in the RFP, the chart below demonstrates the funds distribution for each consultant team member. Two separate calculations are being provided to illustrate this as the CRSA/DRS team is currently finalizing negotiations for a merger of teams, staff, and resources, allowing us to serve clients better.

Eagle Mountain Small Area Plan											
Staff	Ben Leverger	Nathan davis	Stephanie Dunlap	Kelly Gillman	Cooper Parson	Laura Smith	Thomas Mcmu.	Blake Ungren	Susan Becker	Aaron Sanborn	Total by Task
Rate (Per hour)	\$170.00	\$105.00	\$130.00	\$200.00	\$100.00	\$140.00	\$195.00	\$195.00	\$195.00	\$150.00	
Task 1 - Vision & Guidance	7	3	9	4	0	10	4	0	8	8	\$8,175.00
Task 2 - Collection and Baseline Creation	3	5	4	3	3	0	4	0	0	0	\$3,235.00
Task 3 - Stakeholder engagement	5	3	3	2	4	4	0	0	0	0	\$2,915.00
Task 4 - Ideation & Evaluation	12	3	7	2	4	8	8	6	0	0	\$7,915.00
Task 5 - Refinement & Review	12	9	14	4	7	3	2	0	16	16	\$12,155.00
Task 6 - Regulating Framework	2	8	21	3	4	13	2	0	0	0	\$7,120.00
Not-to-Exceed Total											\$41,515.00

Percentage of Work

Company	% Of Work
DRS/CRSA	69.58%
Avenue	12.21%
ZPFI	18.21%

If additional scope is requested above and beyond the outlined scope, our team is happy to assist in ensuring the community meets its desired goals. Outlined above are the typical hourly rates for each employee in our team.



05

Necessary Forms

ATTACHMENT A

Bid Form

Project Name: **Gateway Park Business District Small Area Plan**

Project Number: EMC-FY23-10

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: **EAGLE MOUNTAIN CITY**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Q/a	12/7/2022
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHEMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of the Bid:

- A. Bid Form

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

A Corporation

Corporation Name: Downtown Redevelopment Services, LLC

State or Jurisdiction of Incorporation: Ohio

Type (General Business, Profession, Service, Limited Liability): LLC, Filing as an S-Corp

By:


(Signature -- attach evidence of authority to sign)

Name (typed or printed): Benjamin Levenger

Title: President

Attest  _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Ohio [State or other jurisdiction where Project is located] is 11/14/2017

5.02 Bid submitted on 12/15/2022,



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
11/16/2017	201731800866	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

DOWNTOWN REDEVELOPMENT SERVICES
PO BOX 131
CUYAHOGA FALLS, OH 44221

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
4096984

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
DOWNTOWNREDEVELOPMENT SERVICES, LLC
and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 11/14/2017

Document No(s):

201731800866



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
16th day of November, A.D. 2017.

Ohio Secretary of State

Form 533A Prescribed by:

Date Electronically Filed: 11/14/2017

JON HUSTED
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
 File online or for more information: www.OHBusinessCentral.com

For screen readers, follow instructions located at this path.

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99
Form Must Be Typed

CHECK ONLY ONE (1) BOX

- (1) Articles of Organization for Domestic
☒ For-Profit Limited Liability Company
 (115-LCA)

- (2) Articles of Organization for Domestic
☐ Nonprofit Limited Liability Company
 (115-LCA)

Name of Limited Liability Company **DOWNTOWN REDEVELOPMENT SERVICES, LLC**

Optional: Effective Date (MM/DD/YYYY) **11/14/2017**

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Optional: This limited liability company shall exist for **PERPETUAL**
 Period of Existence

Optional: Purpose

PLANNING CONSULTANTS

** Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

DOWNTOWN REDEVELOPMENT SERVICES, LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

BENJAMIN S. LEVINGER

(Name of Statutory Agent)

PO BOX 131

(Mailing Address)

CUYAHOGA FALLS

(Mailing City)

OH

(Mailing State)

44221

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, BENJAMIN S. LEVINGER, named herein as the
(Name of Statutory Agent)

Statutory agent for DOWNTOWN REDEVELOPMENT SERVICES, LLC
(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature BENJAMIN S. LEVINGER

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)



DOWNRED-01

LLOEHR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2022

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

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

PRODUCER CoverLink Insurance 98 E Main St. West Jefferson, OH 43162	CONTACT NAME: Meg Hyden	
	PHONE (A/C, No, Ext): (937) 592-9076 1014	FAX (A/C, No): (937) 599-2568
	E-MAIL ADDRESS: mbarton@coverlink.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westfield Insurance Company	24112
INSURED Downtown Redevelopment Services, LLC PO Box 131 Cuyahoga Falls, OH 44222	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		191572T	11/19/2022	11/19/2023	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMPIOP AGG	\$ 4,000,000
							\$
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		191572T	11/19/2022	11/19/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
							\$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2022

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED Downtown Redevelopment Services, LLC PO Box 131 Cuyahoga Falls, OH 44221		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y ☐ N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		P100.131.591.5	03/02/2022	03/02/2023	Each Claim: \$ 2,000,000 Aggregate: \$ 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80063509

Period Specified Below
07/01/2022 to 07/01/2023

Downtown Redevelopment Services, LLC
PO Box 131
Cuyahoga Falls OH 44222



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCauley

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Downtown Redevelopment Services, LLC
4910 Rootstown Road
Ravenna, OH 44266

SURETY:
(Name, legal status and principal place of business)

Capitol Indemnity Corporation
P.O. Box 5900
Madison, WI 53705-0900

OWNER:
(Name, legal status and address)

Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain City, UT 84005

BOND AMOUNT: Five percent of the total amount bid-----5%

PROJECT:
(Name, location or address, and Project number, if any)

Eagle Mountain, UT
EMC Gateway Park Area Plan
RFP-EMC-FY23-10

Project Number, if any: EMC-FY23-10

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12 day of December, 2022



(Witness)



(Witness)

Downtown Redevelopment Services, LLC

(Principal)

(Seal)

(Title) Benjamin Levenger, President

Capitol Indemnity Corporation

(Surety)

(Seal)

(Title) Todd A. Stein Attorney-in-fact

Init.

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**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1928587

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- MARK LEVINSON; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR; MARY E. BRENNER-MILLER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

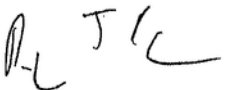
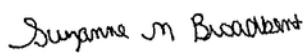
"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

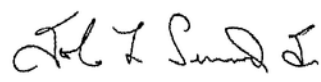
IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

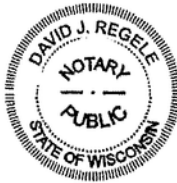


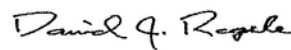
CAPITOL INDEMNITY CORPORATION


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 12 day of December, 2022




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 01-2020)

CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2021

Admitted Assets

Cash and invested assets:	
Bonds	\$ 618,141,054
Common stocks	157,173,176
Cash, cash equivalents and short-term investments	<u>57,267,137</u>
Total cash and invested assets	832,581,367
Investment income due and accrued	3,116,067
Uncollected premiums and agents' balances in course of collection	48,153,845
Deferred premiums, agents' balances and installments booked but deferred and not yet due	7,477,730
Amounts recoverable from reinsurers	5,024,047
Other amounts receivable under reinsurance contracts	208,405
Net deferred tax asset	15,886,386
Electronic data processing equipment and software	1,575,488
Receivables from parent, subsidiaries and affiliates	4,168,378
Other admitted assets	<u>612,440</u>
Total admitted assets	\$ <u>918,804,153</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 336,642,620
Reinsurance payable on paid losses and loss adjustment expenses	25,798,000
Loss adjustment expenses	61,286,658
Commissions payable, contingent commissions and other similar charges	442,074
Other expenses (excluding taxes, licenses and fees)	10,687,529
Taxes, licenses and fees (excluding federal and foreign income taxes)	35,705
Current federal and foreign income taxes	257,424
Unearned premiums	148,846,891
Advance premium	5,657
Ceded reinsurance premiums payable (net of ceding commissions)	7,819,842
Amounts withheld or retained by company for account of others	12,618,389
Payable to parent, subsidiaries and affiliates	11,427,656
Other liabilities	<u>890,743</u>
Total liabilities	616,759,188
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	<u>193,919,796</u>
Surplus as regards policyholders	302,044,965
Total liabilities and capital and surplus	\$ <u>918,804,153</u>

I, John L. Sennott Jr., CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2021, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

John L. Sennott Jr.

John L. Sennott Jr
CEO & President





UTAH INSURANCE DEPARTMENT
Certificate of Continuation

*This is to certify that **CAPITOL INDEMNITY CORPORATION** has complied with the requirements for continuation of the Certificate of Authority in the State of Utah for the license year beginning **Mar 1, 2022** through **Feb 28, 2023** for the following lines of insurance:*

Utah ID #: **1799**

NAIC Co Code #: **10472**

NAIC Group Code #: **0501**

Status:

Company Type: **Property and Casualty Insurer**

Types of Insurance Lines Authorized to Transact:

Accident & Health-P&C

Bail Bond Surety-P&C

Liability-P&C

Marine & Transportation-P&C

Professional Liability-P&C

Property-P&C

Surety-P&C

Workers Compensation-P&C





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	Small Area Plan: Mid-Valley/Downtown - Downtown Redevelopment Services		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$41,515		
APPLICANT:	Evan Berrett		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Evan Berrett, Admin

PRESENTED BY:

RECOMMENDATION:

Staff recommends the City Council award the Mid-Valley/Downtown Small Area Plan design to Downtown Redevelopment Services in the amount of \$41,515 and authorize the Mayor to sign the contract.

BACKGROUND:

Eagle Mountain City issued an RFP for assistance with creating three small area plans. A Small area or district plan is a tool that helps to provide more specific economic development, planning, traffic engineering, and financial planning direction for certain smaller geographic areas of the city that are likely to be highly important to the economic and cultural vitality of the city. Firms were invited to bid on small area plans for the Commercial Core, Mid-Valley/Downtown, and Gateway Park areas of the City. These small area plans are planned to be completed within the next six months in cooperation with City Council, property owners, other various stakeholders, and with significant engagement with the public.

A staff review committee scored the proposals and invited the top scorers for final presentations. The committee recommends awarding the bid to Downtown Redevelopment Services in partnership with CRSA, Avenue Consultants, and Zions Bank Public Finance.

ITEMS FOR CONSIDERATION:

The Downtown Redevelopment Services proposal was not the lowest

cost proposal. Staff felt that given the significant impact these area plans will have on the future of Eagle Mountain, that it was more important to find the right team that can deliver the highest quality product with strong public and stakeholder engagement. Downtown Redevelopment Services and their partners scored the highest overall and demonstrated through their proposal along with the presentation they made that they would serve the needs of Eagle Mountain the best resulting in the best possible outcome. The cost difference between the DRS proposal and the lowest bid was approximately \$30,000.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Downtown Redevelopment Proposal - Mid-Valley](#)



In partnership with



REQUEST FOR PROPOSALS EAGLE MOUNTAIN CITY EMC-FY23-11

MID-VALLEY BUSINESS DISTRICT SMALL AREA PLAN





01

Transmittal Letter



Re: RFP Response, Eagle Mountain City - Mid-Valley Business District Small Area Plan

Dear Ms Yates and Selection Committee:

Over the past twenty years, the City of Eagle Mountain has witnessed exponential growth, becoming a new hub of activity serving both residential and commercial needs. While the community has grown in population by more than 223% from 2010 to 2020, creating a balanced and vibrant ecosystem is still difficult, requiring more than a residential property tax base. While some commercial efforts and master planning have been completed, a dwindling amount of large tract land is available for re-use or construction. Due to these parameters, the Eagle Mountain City is desirous to prepare an implementable and actionable framework for critical areas, including the Mid-Valley Area.

The area that makes up the proposed small area boundary is primarily an undeveloped area, with parcel ownership that is a mixture of private development firms and school facilities. Yet, they are all similarly serving the community by providing jobs and economic returns via non-real estate taxes. Due to this result, the community needs to prepare a detailed and highly implementable framework of what the project area will support or sustain, all while outlining what is maximally beneficial to the community. To meet these requirements, the community must undergo a small area plan (SAP) update, focusing on updating necessary documentation about build-out scenarios and metrics supported by real-world economics and metrics. To achieve this, we have compiled a team of regional and national experts; they are as follows:



DTRedevelopment: A downtown planning and economic development firm with experience preparing land use planning and downtown economic development plans in over 30 states. They create unique, place-based design solutions that maximize available assets and public spaces while creating locations known to increase residents' quality of life. DRS is joined by its Strategic Partner CRSA to deliver this project to Eagle Mountain City offering increased services under one roof.



CRSA, Inc.: A leader in people-focused public space design both within the Wasatch Front and the Intermountain West. Founded as an architecture firm in 1976, CRSA continues to provide architectural design



be a full-service planning and design firm that promotes a strong sense of place-based design.

Avenue Consultants: - Avenue consultants is a transportation planning firm with extensive experience throughout the entire State of Utah, including several successful projects in the Southern Salt Lake County region.



Zions Bank Public Finance: - Zions Bank Public Finance is a municipal consulting firm with an unmatched track record of market analysis and large-scale project implementation. Their work includes providing municipal consulting, implementation frameworks, and organizational set-up.

With the above team members, we can assist the City, residents, and steering committee through a community-focused small area plan that will provide graphics and analytic results and a detailed implementation framework for catalyst project implementation. Through this process, our team can help guide the community through place-based design solutions and visioning exercises that will generate ideas on maximizing the available lands. We feel that our team can provide you with the necessary understanding of place-based economics and the ability to deliver high-quality design drawings. We also offer a detailed level of service and community-focused design that other groups or firms cannot commit to. Please contact our project manager if any questions arise during your review. Their contact information is below:

Ben Levenger, ASLA, AICP, CECD
Principal/Project Manager | DTRedevelopment
ben@dtredevelopment.com

J. Kelly Gillman, ASLA, AICP
Managing Principle/Treasurer | CRSA
Kelly@crsa-us.com



02

Executive Summary

TAB 2 EXECUTIVE SUMMARY

As the greater Eagle Mountain area continues to grow and densify, there is an ever-increasing cost for infrastructure and roadway management. Through the standard residential tax base, maintaining these systems to an acceptable level of service will become ever more burdensome. As a method for spreading the financial burden more equitably while simultaneously increasing the quality of life for residents, a more well-rounded and supportive local ecosystem must be generated. In the case of the mid-valley area, this will include preparing a series of highly implementable projects that will catalyze to completion of the infill, utilizing private development as a partner.

Providing this style of service is what the team on this proposal has been crafted to do. Through our expertise and our long-standing working relationships, we will work collaboratively to help guide the community. The benefits of hiring our team are as follows:

- Our team has an unmatched level of experience in economic development or market analysis projects
- We are versed in providing implementation frameworks for communities similar to Eagle Mountain, which are approaching build-out and economic uncertainty
- The services our team offers can assist the City through all phases of ideation, design, implementation, and organizational consulting
- We can walk the City through all phases of implementation, including the creation of CRAs, TIF, or other tax structures
- Our team is well versed in the unique conditions present within the City, as evidenced by our experience working on previous Eagle Mountain and regional projects

Our team is preparing a proposal for all three (3) separate small area plan proposals to increase effectiveness. Through the combined efforts, our team will not only be able to maximize the benefits to the municipality but also, directly and indirectly, tie the areas together. Through this effort, our team will help design different and unique uses for each small area, ensuring that retail, commercial, or service-based industries are not competing amongst themselves within the City, helping to drive sustainability.

Because of how Eagle Mountain City developed, the City lacks a traditional downtown core. This area has potential to serve as a central downtown District for the City. The proximity of public amenities (Cory B. Wride Memorial Park, Frontier Middle School, and Cedar Valley High School) has the potential to assist in making this District a vibrant commercial hub for the City.

The nature of the General Plan designation ("Town Center Mixed Use") allows for a unique type of development to occur in this District. A focus of this plan would be identifying retail or other commercial uses that will have a significant impact on the value of the City, while not having a significant impact on the surrounding development. To assist in creating a vision for higher-end development, our team would identify similar "upscale" commercial developments that combine different types of development in responsible ways to maximize the economic impact of this District.

The District's connection to SITLA and Ivory Homes is a strength of this area. It allows for more focused collaboration with stakeholders and for the creation of a shared vision.

Additionally, we understand that the proposed scope of work will require a high level of coordination and cooperation with the City and its residents. This will require our team to not only help guide the community but also become part of the community, learning through; community storytelling, database review, and even open office hours. These critical steps allow our team to fully integrate with the District, learning together about the residents' needs, desires, and anticipated future. Creating this process will require working through a circular process of land use scenarios and economic testing results. We are proposing the below (high-level) process below to ensure that the small area plan meets the diaries' financial goals, personifies the community character, and supports the resident's collective "story of the place." The overall visioning and planning process will follow the below process:

1. Visioning and Existing Conditions Review
2. Community Togetherness and Engagement
3. Ideation & Storytelling
4. Test, Refine, & Repeat
5. Share and Celebrate

In addition to the outlined scope in the RFP, we propose preparing the following for each station area plan our team selects for. These additional services will be completed in the original budget but will take the identified scope through the initial phases of project implementation. The other services are as follows:

- Creation of District regulating plans to identify the building and development typologies
- Composition of District design guidelines framework that will enforce the results of the scenarios and holding plans
- Code and ordinance suggestions will be prepared to identify areas that need amending or adjusted to allow for small-area plan implementation

As a final note, due to the collective resources our team can bear to force, we will be able to provide the City of Eagle Mountain with an unmatched level of service stemming from constant and ongoing communications from our executive team. This will allow our team to complete the project on time and in-budget, exceeding municipal requirements.



03

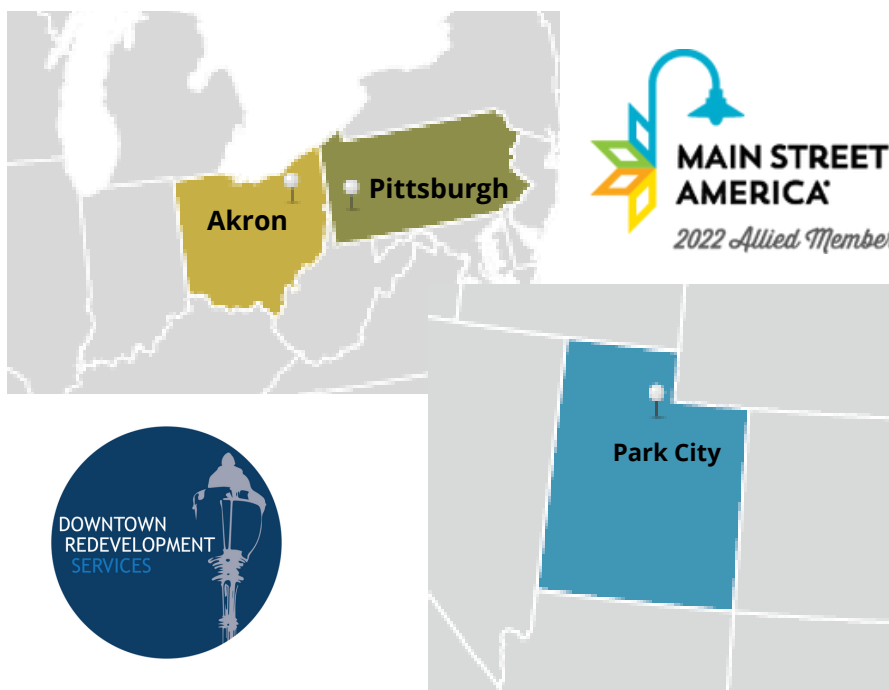
Detailed Discussion

DOWNTOWN REDEVELOPMENT SERVICES (DRS) COMPANY BIO

DRS is a planning firm specializing in downtown planning and economic development projects that improve the quality of life for residents in small to medium sized communities. We assist communities through comprehensive downtown planning, economic or redevelopment strategies, small-area plans, Main Street services, development-readiness training, and adaptive reuse projects. Our planning services focus on identifying the unique assets in a community and preparing strategies to help personalize them with action-oriented and implementable strategies. Through this action-oriented style of planning, our firm helps communities prepare recommendations for the short-, mid- and long-term future while building community capacity and empowering local residents.

DRS was founded in 2009 by passionate professionals who wanted to make a difference in communities by providing realistic and highly implementable strategies. Within our client communities we do not take a “one-size fits-all” approach. We understand that every plan must be unique and responsive to the specific community it serves. While many firms work with a similar approach or mantra, at DRS we tailor project scopes and deliverables to meet the needs of a client community now and in the future. Through this process DRS has gained an unmatched understanding and a track record of successfully implemented projects. With our exceptional level of understanding, we are able to provide exceptional services at a budget-friendly price.

Since 2009, DRS has grown into a national company, with offices in the Midwest, East Coast, and Intermountain West. These locations allow us to maintain easy access to our project sites.



COMPANY HIGHLIGHTS

13

YEARS IN BUSINESS

93%

OF PROJECTS IMPLEMENTED
SINCE INCEPTION

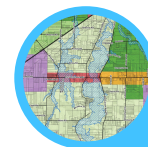
153

NUMBER OF DOWNTOWN
PLANS COMPLETED

8

EMPLOYEES IN 3 OFFICES

AREAS OF EXPERTISE



**Land Use and
Ordinance**



**Downtown
Master Plans**



**Economic
Development
Strategies**



**Small Area
Development
Planning**



**Building
Assessments**

Avenue Consultants is a local transportation planning, engineering, and program management firm that focuses on providing innovative transportation engineering and planning services to our clients.

We specialize in facilitating diverse teams through comprehensive planning of transportation infrastructure within the local land use environment; applying technical knowledge and software applications to support local and agency planning initiatives; communicating complex ideas, solutions, and benefits to agency staff, elected officials, and the public; helping communities with proactive planning and complex transportation solutions; engaging the public in a constructive and instructive way to build consensus toward an implementable vision; conducting and preparing studies, feasibility assessments, and corridor specific plans for implementation by local entities and agencies. With a staff of 95 professionals, Avenue has the skilled planning, transportation modeling, GIS, and communications specialists available to help Eagle Mountain realize its vision. Our entire staff are all local and flexible enough in their abilities and obligations that we can ensure the necessary availability to accommodate any requests for our services.



Firm Profile

Architecture. Planning. Interiors. ↗

CRSA

CRSA has been an integral part of community building throughout the Western Mountain Region since 1975. With one office in Utah and licenses in over a dozen states, we are working to make communities, campuses, and neighborhoods better places to live, learn, work, and play. Our staff of over 45 professionals brings a solid background of capabilities to many project types. We continue to expand our body of creative and innovative work in the areas of higher education, government, and libraries, as well as residential, mixed-use, office projects and urban design.

47

Years In Business

45

Professionals

638

Completed Projects

147

Design Awards

ZIONS BANK PUBLIC FINANCE, INC.

FIRM PROFILE

ZPFI, is comprised of a team of 22 professionals committed to providing unparalleled service to municipal entities, local Districts, government agencies and private clients throughout Utah and the Intermountain West. We have two primary service areas: (1) financial advisory to assist governmental entities in the bonding and disclosure/ reporting process; and (2) municipal consulting services focusing on economic development, planning, real estate development advisory, and fee-related services. .

Our Municipal Consulting Group, an integral part of ZPFI, is well known and respected throughout the Intermountain Region for its leadership in economic development, redevelopment, market analysis, real estate development advisory, capital facility finance planning, feasibility studies, and fiscal/economic impacts analysis.



BEN LEVENGER, AICP, ASLA, CECD
Planner & Economic Development Professional

Ben Levensger is a certified planner and certified economic developer. After working for municipalities in 29 states, he brings national experience to the Wasatch front. Ben will be the Project Manager and principal in charge for this project.



NATHAN DAVIS
Downtown Planner

Nathan is a community planning professional with experience providing general planning, demographics review and densification or infill strategies for communities across the continental US. His expertise is focused on conducting detailed analysis of the existing conditions.

ADDITIONAL STAFF

STEPHANIE DUNLAP, AICP
Planner

STAN LEVENGER,
Public Input Specialist



KELLY GILLMAN, ASLA, AICP
Senior Principal/Treasurer

Kelly has led municipal planning projects with CRSA for 20 years, including several general plans, corridor plans, and downtown plans. Kelly is a certified planner and licensed landscape architect and will be the design team lead for the Eagle Mountain Small Area Plans



LAURA SMITH, AIA, LEED AP, BD+C
Senior Architect/Urban Designer

Laura Smith is an architect and sustainability leader who brings insight and passion into the way the built world shapes our communities. She is highly experienced in reaching design solutions that increase the health and well-being of building occupants.

ADDITIONAL STAFF

BRADLEY KRAUSHAAR, ASLA,
Planner/Designer

ZACH HESLOP, AIA
Preservation Architect

TYLER ADAMS
Renderer/Illustrator



THOMAS MCMURTRY, AICP
Transportation Planner

Thomas McMurtry has 17 years of experience leading planning projects. Transportation planning is Thomas's primary expertise, and he has significant experience in leading community visions, facilitating workshops and population forecasting.



BLAKE UNGREN, PE
Transportation Engineer

Blake Ungren has over 12 years of experience with a comprehensive background in transportation planning and design. As a project manager for Avenue, Blake has overseen projects that incorporate multiple intersection analyses in corridor applications.

ADDITIONAL STAFF

EMILIE JORDAO
Transportation Planner

PAUL GOODRICH
Transportation Engineer



SUSAN BECKER, AICP
Economic Development Specialist

For the past 28 years, Susie has specialized in economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects, and was recently the project lead on Eagle Mountain's Economic Plan.



AARON SANBORN
Economic Development Specialist

Aaron has nearly a decade of municipal experience, including over 6 years of experience as Economic Development Director for Eagle Mountain City. He has broad and varied experience with economic development, financial analysis, strategic planning, and program analysis

CRSA

avenue
CONSULTANTS

ZIONS PUBLIC FINANCE

Responsibilities

DRS/CRSA

Project Man., Planning, Site Design, Economic Development. Visualizations, Arch.

Avenue Consultants

Transportation

ZPFI

Financial Assessment, Economic Impact, Economic Development

Outlined below are sample projects completed by our team members. Targeted projects are provided on the next page, highlighting greater details). Additional details for all other projects are available upon request.



WEST POINT, UT SMALL AREA PLAN



- West Point - West Davis Corridor Small Area Plan (ZPFI prime)
- Lower Paxton, PA Small Area Plan
- Parachute, CO Small Area Plan
- Moab Downtown Plan
- Salina, UT General Plan
- Hurricane, UT Downtown Plan
- Lower Paxton, PA Small Area Plan
- DeFuniak Springs, FL Downtown Master Plan
- Indiana, PA Economic Diversification Project
- Helper, UT Railroad Corridor Plan
- Orlando, FL (Milk District Main Street) Streetscape Plan
- Reading, PA Complete Streets and Alleyways Plan
- Marianna, FL Real Estate Redevelopment Plan

IDAHO FALLS DOWNTOWN PLAN



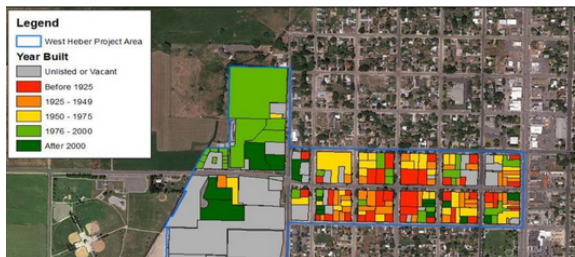
- Eagle Mountain General Plan
- Roy Downtown Plan
- Roy Station Area Plan (DRS Sub)
- 1600 S Area Plan in Springville (DRS and Avenue Subs)
- Idaho Falls Downtown Plan & Form-Based Code
- WFRC/South Jordan Redwood Road Corridor Plan (Z, F)
- Elko Nevada Downtown Plan (Z, F)
- Meridian Idaho Downtown Plan
- Provo/Orem Station Area Plan (Z)
- UTA Mid-Jordan LRT Station Design

SANDY DOWNTOWN PLAN



- 1600 S Area Plan in Springville (CRSA/DRS Prime)
- Sandy Downtown Transportation Plan
- Moab Downtown Plan
- Saratoga Springs Transportation Master Plan

HEBER CITY CRA CREATION



- Eagle Mountain Economic Development Plan
- Heber City Market Analysis & CRA Creation (DRS Sub)
- South Jordan Small Area Plan
- SLC NW Quadrant Market Analysis
- Orem City Center Plan
- Vernal Downtown Plan

avenue
CONSULTANTS

ZIONS PUBLIC FINANCE

Other Projects In Progress By Our Team

DRS/CRSA	12 Other Prime, and 3 Sub Projects
Avenue Consultants	15 Other Projects
ZPFI	10+ Other Projects

References

West Point, UT

Bryn MacDonald, AICP
Community Dev. Director
801-614-5351
bmacdonald@westpointcity.org

Springville, UT

Josh Yost
Community Dev. Director
801-489-2700
jyost@springville.org



Project Synopsis

- Expecting a new limited access highway to be constructed in the next five years, the City of West Point decided to undertake a small area planning process. This process was set to define the highest and best use for the site and define a series of architectural standards that can be enforced on the highway adjacent vacant parcels. Through this process, DRS coordinated with the prime consultant (Zions Public Finance) to provide scenario planning, site layout, and design guidelines for the overall site.

For this project, DRS was a subconsultant to Zions Public Finance

Potential Outcomes – Preferred Scenario

Potential Outlets			Square Footage Created – By Type	
Category	Existing	Preferred	Category	Amount Existing
Population	0	534	Retail	362,854
Dwelling Units	3	315	Restaurant	65,561
Employment	26	1,522	Arts & Culture	58,233
Note: All figures based on land-use scenario planning			Medical	87,248
			Other Style Retail	103,738
			Note: All figures based on land-use scenario planning	
Job Breakdown				
Category	Existing			
Office		310		
Retail		1,104		
Industrial		108		



Master Planning • Darby Norda
Scenario Planning • Uinta County Planning
Land-Use Planning • 307-783-0318
Building Typology • danoorda@uintacounty.com

Project Synopsis

Immediately outside the Evanston city limits was an area of land the County owned. It is the most significant property remaining existing utility systems can service. Noticing the outstanding potential and recent interest in the site, the commissioners decided to undergo a scenario planning process to identify the highest and best use for the area. The County hired a team that included DRS to perform a market analysis, land-use scenario planning, implementation strategies, and site development. Through this process, DRS provided turn-key assistance for the County, delivering a project that exceeded expectations.



Commercial

- 15,000 Sq Ft per acre commercial space
- 12 employees per acre
- Total of 159.95 (=/-) acres

Industrial

- 18,000 Sq Ft per acre industrial space
- 9 employees per acre
- Total of 156.20 (=/-) acres

Mixed-Use

- 13,500 Sq Ft of retail space per acre
- 6 apartments per acre
 - 6 - 1 Bed at 750 Sq Ft
- Total of 89.51 (=/-) acres

Residential - Multi-Family

- 12 apartments per acre
 - 6 - 1 Bed at 750 Sq Ft
 - 3 - 2 Bed at 900 Sq Ft
 - 3 - 3 Bed at 1,100 Sq Ft
- Total of 123.95 (=/-) acres

Vacant

- Roadway
- Total of 290.1 (+/-) acres

**Residential -
Single Family**

- 5 single family units @ 2,500 each per acre
- Total of 117.37 (=/-) acres

PHASE 1:

VISION AND GUIDANCE

Task 1.1 – Early Outreach

Engagement is the backbone of any community-based planning process, primarily based on people-focused design and character identification. Understanding this, our team will conduct a series of outreach, including:

- Kick-off meeting
- Walking and driving tours
- Elected and appointed officials round tables
- Developer stakeholder meeting
- Secret shopper-style events

Early outreach will culminate with creating a project website, serving as the hub of activity for all project elements. These custom-built websites utilize a platform for gathering data and regular public updates. A sample of the project website can be found at Defuniakdowntown.com or Hurricanedowntown.com

Task 1.2 – City Guidance Kick-off

Our team will facilitate meetings and investigation discussions with the City and critical stakeholders. These in-person, group, and one-on-one sessions will build upon the results of the economic development plan and identify roadblocks, strengths, and potential issues.

Task 1.3 – Steering committee meetings

After the kick-off meetings have been completed; our team will hold regular meetings with a steering committee to discuss project updates, findings, and anticipated steps for the next month. These meetings will be held on a rolling calendar, such as the first Wednesday of each month. Members of participation can include the economic development director, steering committee, and other individuals the City deems necessary. Meetings will be held in person unless otherwise desired by the City

PHASE 2:

DATA COLLECTION & SWOT ANALYSIS

Task 2.1 – Steering committee meetings

Existing plan review – To start the data collection, our team will compile a list of applicable plans for review, including those outlined in the RFP. A detailed inspection and assessment of the findings, process, and overall deliverables will be prepared. This review aims to help create a detailed baseline analysis for the project area. **Additionally, at this time we will coordinate the findings from other small area plans (or other consultants) to seamlessly integrate the results.**



**Development
standards & potential
development sites**



**Regulatory & legislative
review/existing reports
& city-wide plans**



**Infrastructure
systems**



**Built
environment**



**Civic and Green Space
gathering spaces**



**Public and private
space utilization**



**Community
gateways**



**Market
conditions/analysis**

Task 2.2 – Missing information identification

After reviewing the plans, our team will prepare a list of missing or outdated information, highlighting what elements need to be verified on-site or with new datasets.

Task 2.3 – Data collection

After the missing information list is created, we will perform the necessary services to collect and quantify the missing data, aggregating it with the remainder of the data reviewed. Additionally, a full review of datasets will be completed; updated information will be to 2022 standards, where information is required. This step will also require conducting a physical assessment of the project area and investigating internal and external influences that will limit the development or viability of the sites. Physical evaluation of the site will include a review of the following items:

- Site conditions
- Site maps (Zoning, land use, etc.)
- Flooding or natural hindrances
- Transportation and site circulation
- Economic impacts from surrounding parcels
- Socio-economic conditions
- Physical effects on the site

This information will help define potential development parameters and increase success through phasing and “bite-sized” development, preparing a pipeline of projects at logical intervals.

Task 2.4 – SWOT Assessment

Our team will conduct a SWOT-style assessment of the project areas, providing a review of both physical conditions and asset identification. This assessment will go past the physical condition assessment, identifying fiscal and human assets and clearly outlining how they are integrated into the community.

Task 2.5 – Asset Mapping

After identifying the assets, our team will work together to identify how each identified asset be utilized to maximize overall impact. This effort will be completed by identifying how multiple groups or programs can be integrated for catalytic projects.

Task 2.6 – SWOT Reporting

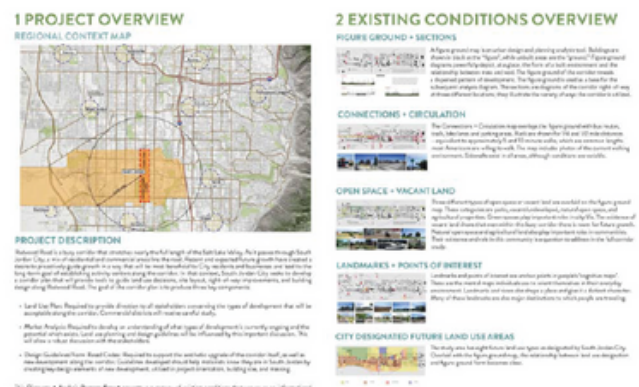
Based on the asset mapping and SWOT analysis, our team will prepare a detailed report that outlines the SWOT assessment results. This process will include written, mapping, and visual information that documents the current conditions. Internal and external influences will be specifically identified, notating areas where the City can cause positive changes and the other regions where partnerships with regional or surrounding partners will be required to drive positive change.

Task 2.7 – Baseline Creation

With the existing plan review, and the physical assessment completed, our team will prepare the findings into a clear, concise, and graphically rich report. This document will include a variety of statistics and data points that will compile the physical assessment and SWOT analysis. This report will also serve as the first chapter in the final report.



Example Existing Conditions Report



PHASE 3:

PUBLIC OUTREACH & STAKEHOLDER ENGAGEMENT

Task 3.1 – Engagement Plan Prep

Our team will partner with the steering committee to prepare and finalize an engagement strategy. This strategy will utilize a variety of methods for data collection, utilizing the VAK (Visual, Auditory, Kinesthetic) model to allow participants to provide feedback. Specific stakeholders or groups will be identified, and invitations will be prepared.

Task 3.2 - Project Website and Social Media

We will develop a website to host all components of the project and post general updates and survey links to share with the public. Social media will be coordinated with the City's social media outlets, providing updates for key events.

Task 3.3 - Conceptual Outreach

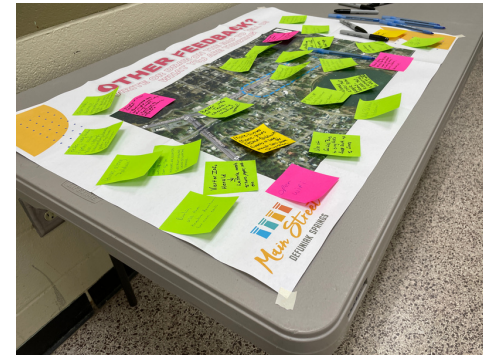
As the next level of outreach, our team will prepare a series of meetings and data collection events focused on gathering baseline or conceptual ideas about the project area. Should our team be selected to perform more than one small area plan, we will hold individual and combined stakeholder meetings, ensuring individualized attention is provided and integrated efforts are discussed. During this phase, we will include the following elements:

- Online surveying
- Summer festivals
- Individual meetings
- Business tours and investigations
- Ideation Sessions W/Council and Stakeholder Groups
- Tactical urbanism exercises (if desired)
- Marketing video creation and outreach
- Public outreach survey (needs and desires assessment)

Task 3.4 – Early Public Outreach

As a first part of the proposed scope of work, our team will conduct detailed outreach and input to gather feedback from the public and other vested groups. This input will collect conceptual data, ideas, and consensus. Event types will include (at a minimum):

- Community charrettes and consensus-building workshops
- Tactical urbanism exercises
- Field Walking/Biking Tour
- Adaptive reuse or activation tours
- Mass transit or alternative transportation node surveying
- Ideation Sessions W/Council and Stakeholder Groups



Task 3.4 – Ideation

We will review ideas in a brainstorming meeting with the Eagle Mountain City steering committee. These plans include lighting, streetscape, public realm design, plazas or gathering spaces, and built environment recommendations. All plan preparation will be based on input gathered, attempting to incorporate as many elements of the preferred area elements as possible. Throughout this phase, our team will prepare visual representations of the proposed ideas, including:

- Cross sections
- Aerial master plan samples
- Plan view samples
- Parking configuration and locations
- Adaptive reuse and real estate development recommendations

Task 3.5 – Refine and Celebrate

As a final part of this task, our team will again work with the stakeholders and the overall public to refine the scenarios, creating a single preferred layout. This process will require many iterations of testing and refinement, including the following:

- Neighborhood meetings
- Final community charette review
- The community question and answer forum

Task 3.6 – Vision creation

Our team will utilize the data collected from various engagement options to draft a vision for each project area. Should our team be selected for more than one plan, we will provide overarching themes for all areas and distinct/unique visions for each area. The vision will become the cornerstone of the plan, showing how the results and proposed development personify the community's vision.

PHASE 4:

IDEATION & EVALUATION

Task 4.1 – Land-Use Scenario Planning

Based on the input received from the stakeholder and the public, our team will begin compiling a series of 3-5 land-use scenarios. These scenarios will utilize land use densities and classifications to outline potential build-outs for the project area. Each scenario will be prepared to provide a different and distinct use for the site:

- Development density
- Jobs created
- Square footage created (by typology)
- Roadways and networks created
- Infrastructure system impacts
- Fiscal impacts (revenue based)

Every scenario will be prepared and presented to the group for the entire impact, allowing for easy understanding and evaluation.

Task 4.2 - Connectivity and Mobility Study

Our team will collect traffic and transit data from previously conducted studies performed by the City and UDOT, passenger data collected, and any other readily available data. We will review areas where deficiencies are found, noting how they can be better served or supplemented through the small area planning process.

Task 4.3 – Market Impact Evaluation

Based on the scenarios prepared, a fiscal impact will be designed, outlining the benefits from a developer and municipal perspective. This analysis will help outline the balance between costs and returns while also ensuring the proposed development provides enough ROI for public-private partnerships.

Task 4.4 – Building and Architectural Typologies

As critical as the land-use scenarios are, supportive documentation explaining each land-use designations typology, forming, massing, and design characteristics are more useful for public interaction and general understanding. Our team will prepare cut sheets about the architectural or development style for every land-use type used. This will include the following:

- Forming and massing
- Typical setbacks
- Architectural character elements
- Communal or gathering spaces
- Floor area ratios and density standards
- Standard parking configurations

Task 4.5 – Intra-site connectivity

Should our team be selected to handle more than a tiny area pan, we will prepare an intra-site connectivity analysis, showing how each scenario supports a symbiotic relationship with other area plans.

PHASE 4:

REFINEMENT & REVIEW

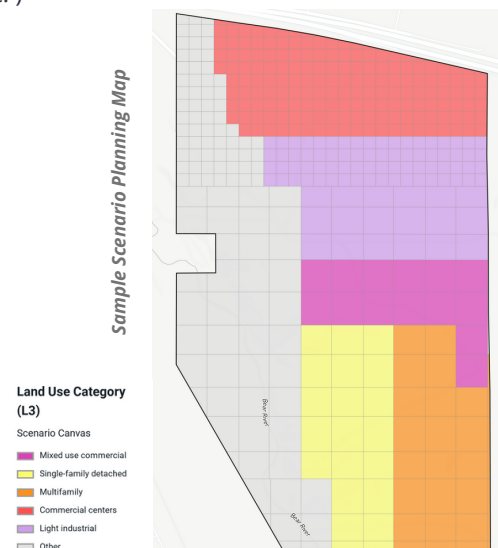
Task 5.1 – Review Meeting/s

After the draft scenarios have been prepared, our team will meet with the steering committee to present the findings and gather feedback. A series of iterations or refinements for the land-use scenarios will be completed. If desired, we can prepare a meeting with on-demand modeling, allowing immediate interaction and review of the results. This meeting style requires a 2-3 hour window with the steering committee yet can significantly shorten the overall project.

Task 5.2 – Preferred Scenario Determination

Our team will work with the steering committee to prepare a preferred scenario after draft scenarios are reviewed. This scenario will include a variety of amenities or desired elements, combining them into a preferred scenario that meets the municipal requirements and civic-minded development standards. During this process, our team will prepare a synopsis and outline of the anticipated benefits of the preferred scenario, including:

- Site densities and square footage
- Development standards and FAR calculations
- Building typologies and frequencies
- Community or gathering spaces
- Acreage of space by type
- Economic impact statements (jobs, businesses, taxes, etc.)



Task 5.3 – Preferred Layout Preparation

After the preferred scenario is outlined, we will begin graphic layout and defined design of the overall areas. This will include a series of conceptual plans and renderings to demonstrate the following:

- Site layouts
- Building footprints
- Site circulation and roadways
- Building configurations
- Public or gathering spaces
- Site ingress/egress points
- Ties to surrounding land use

This graphic representation will be presented in a black-and-white format for the first iteration, documenting the overall layout and flow of the site. Once the steering committee approves, our team will prepare a colored site map. After the site map is approved and finalized, a series of three-dimensional renderings will be designed. These renderings will include the following:

- Aerial perspectives – showing forming, massing, and building typology
- Street or parcel views – showing what the development looks like from a pedestrian perspective
- Cross sections – will show what the roadways, paths, and overall building layouts will look like to scale.
- Building typology samples – These renderings will demonstrate what a standard building size or configuration entails

Task 5.4 – Compliance Review

Our team will perform a compliance review to ensure the preferred scenarios align with the overall elements in the most recent general plan update. Where necessary, our team will also outline changes that will be necessary within the available plan for compliance with the small area plan elements.



PHASE 6:

REGULATING FRAMEWORK

Task 6.1 - Regulating Plan Framework

The Regulating Plan is a graphic representation of the preferred scenario that ties all vision components together on one document. It becomes part of the adopted plan when connected to the implementation policies.

- Future Land Uses
- Transportation Corridors (new and planned) for all modes
- Open Spaces (Parks and Plazas)
- Building typology and architectural massing
- Architectural or character elements
- Catalytic Projects
- Subdistrict descriptions, if applicable

Task 6.2 – Land-Use Typology Chart

Our team will prepare a chart that defines the standard end-user types allowable by right, permit, or use in each classification. Efforts will be made to tailor this to the specific site while also providing linkage to the general plan elements.

Task 6.3 – Economic Impact Analysis

Our team will prepare an economic impact analysis for the preferred scenarios, outlining a series of returns that are expected from the preferred scenario at full build-out. Impact measures are expected to include tax revenue generation, construction cost estimation, real estate impacts, etc.

Task 6.4 – Implementation Framework

Based on the preferred scenario, our team will compile a detailed implementation matrix for each project area. This will include the preparation of a detailed timeline of projects, cost estimates, and milestones for each area. Information will consist of actionable goals that will fulfill the 100-day plan and 5-year implementation framework. Additionally, strategies will be provided that will assist with the following:

- Private/public partnerships
- Target industry acquisition
- Financial and non-financial incentives
- Development or acquisition strategies
- Project timing and integration



Task 6.5 – Metrics Creation

Our team will craft a series of attainable and trackable metrics for each area plan. These metrics will include preparing a series of anticipated benefits tied to critical milestones. Through these metrics, the community can track results and determine successes. In addition to the metrics, our team will include written strategies or processes to utilize when regularly reported metrics are not created, ensuring a documented process for attaining them.

Task 6.6 – Final Report Preparation

After all previous tasks are completed, our team will prepare a detailed report that provides the study's overall results. This report will be concise and graphically rich, capturing a vision for the study area. The proposed document structure is outlined below:

- Table of contents
- Executive summary
- Existing conditions analysis
- Preliminary scenarios
- Preferred scenario
- Economic impact
- Site regulating framework
- Implementation strategies

As part of the final document preparation, all maps, charts, and graphics will be provided in source file formats, allowing incorporation into the appropriate municipal systems. Ten (10) printed copies of the final report will be made for the municipality to utilize, and a PDF or source electronic files will be provided.

Task 6.7 – Municipal Presentations

Our team will prepare and present the report to the Planning Commission and City council as necessary to help through the adoption process.

Task 6.8 - Design Guidelines Framework

Our team will prepare a design guidelines framework, helping to outline the following elements for each area. The purpose of the guidelines is to document the look, feel, and that the vision of the community is met. This task will include planning for the following:

- Building typology
- End user matrices
- Architecture or façade styles
- Signage regulations
- Vegetation regulations
- Streetscape guidelines

These guidelines will also include a legislative description for the enforcement area and a resolution/Code review to provide implementation guidance. The purpose of these guidelines is to provide the community with a series of traits or architectural characteristics that the community supports. A sample of recent design guidelines prepared by our team can be found at: <https://tinyurl.com/WPDesignGuide>

CRITICAL DIFFERENCES

Outlined below are some critical differences and opportunities if our team is selected:

- Ability to handle all phases of planning, design, and implementation with existing team members
- An unmatched level of experience both locally and nationally
- Implementation assistance through all phases of municipal work
- Ability to identify, prepare, and write grants for municipal projects
- Staff availability to perform all three (3) plans, weaving their design and planning together for increased symbiosis
- Previous work with Eagle Mountain (ZPFI) with market analysis and documentation projects
- Driven by civic-minded and developer attainability, creating an easily implemented series of projects
- Preparation of detailed implementation plans
- Value added services of design guidelines, aiding in the desired creation of distinct architectural typologies

Given the opportunity, our team would welcome the chance to perform all three (3) small area plans. This approach would allow for integrated input and stakeholder meetings, reducing the schedule for project completion.

PROJECT SCHEDULE

After careful review of the proposed scope of work and the availability of the Team’s staff, we feel that the requested scope can be completed in six (6) months.

	 CONSULTANT WORK	 CLIENT INVOLVEMENT	 PUBLIC INTERACTION
JAN	- Existing conditions analysis - Current plans review - Public input plan preparation - City meeting questionnaire	- Kick-off meeting - Approval of public participation plan - Elected officials round table - City visioning meeting	- Stakeholder identification - Facilitate Survey No. 1 - Project area walking and biking tours
FEB	- On-site analysis meetings - Draft existing conditions analysis - Asset identification & mapping - SWOT analysis	- Steering committee meetings - Council and stakeholder ideation sessions	- Developer tours - Stakeholder tours - Office hours - Community input events
MARCH	- Ideation materials - Outreach materials - Draft scenarios - Preferred scenario packet - Draft regulating framework - Connectivity study	- Scenario review meetings - Elected officials charrette - Preferred sceanrio meeting	- Stakeholder charrettes - Outreach events - Scenario review on website
AR-MAY	- Draft preferred scenario delivered (Mid-April) - Economic impact analysis - Draft implementation plan - Building typologies and architectural styles	- Review and comments on draft plans - Public comment period (attendance)	- Community review (website) - Stakeholder feedback of draft - Public comment period
JUNE - ADOPTION	- Submit final draft of plan (June 28, 2023) - Prepare adoption resolution - Attend reading and adoption meetings	- Adoption meetings - Implementation strategies review meeting - Roles and responsibilities review meeting	- Final adopt review - Adoption meeting participation

TECHNICAL APPROACH

Outlined below are samples (hyperlinks) of our team's work products. These samples include both technical content for small area plans and implementation strategies



ZIONS PUBLIC FINANCE

WEST POINT, UT SMALL AREA PLAN

Small Area Plan - <https://tinyurl.com/3a8vv64d>
 Design Guidelines - <https://tinyurl.com/ymv6nyx2>

- Scope completed:**
- Market analysis
 - Scenario planning
 - Building typology
 - Design guidelines
 - Economic impact analysis

This project includes implementation strategies and guidance for phased approaches



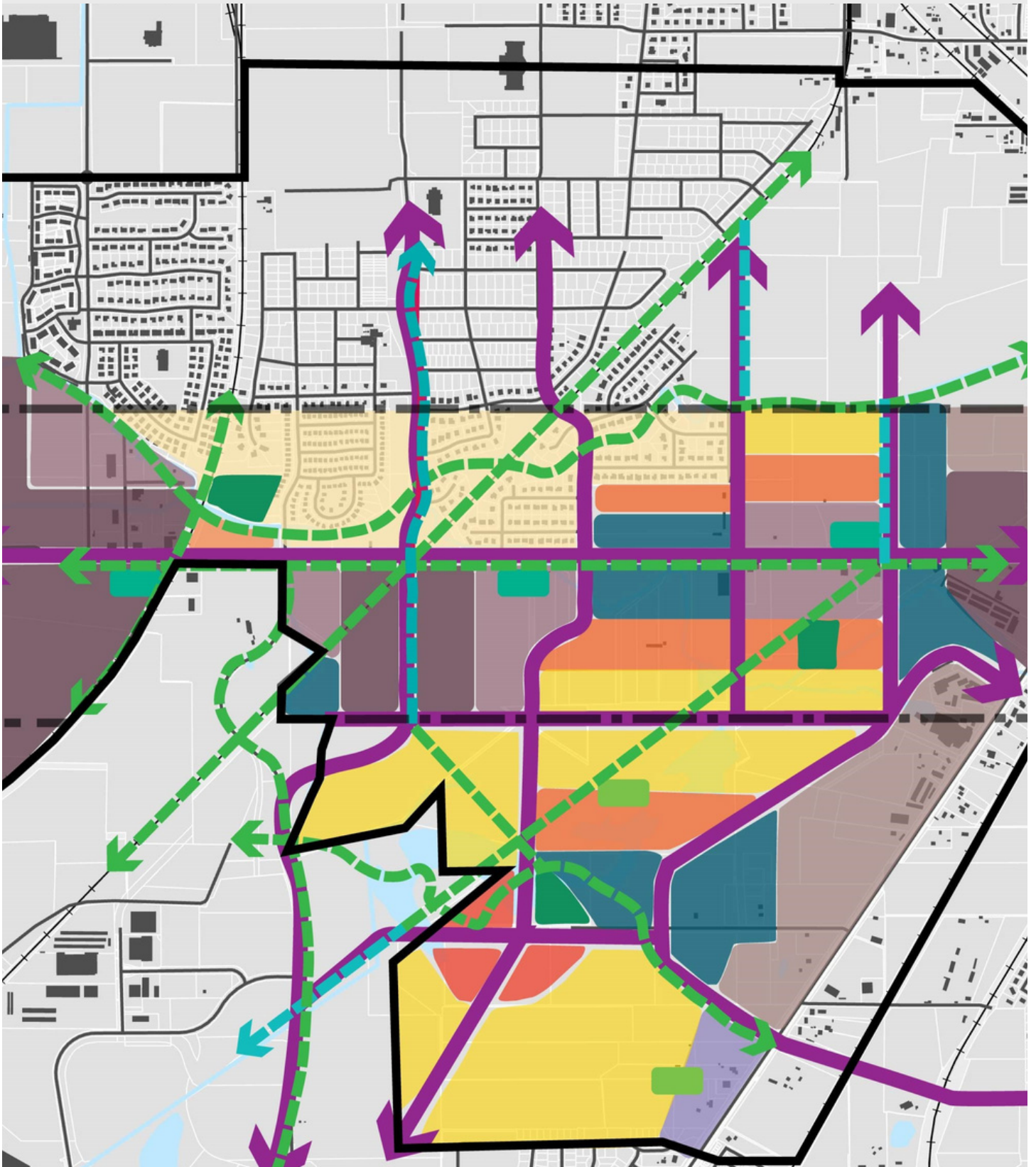
CRSA

UINTA COUNTY 1,000 ACRE SMALL AREA PLAN

Small Area plan - <https://tinyurl.com/mpbhak7t>

- Scope completed:**
- Scenario planning
 - Building typology
 - Design guidelines
 - Economic impact analysis

This project includes implementation strategies and guidance for phased approaches



PROJECT BUDGET

The following table outlines the general break down of budget by phase and team member. The assignment of tasks is noted below the chart. Our team is proposing fully-loaded hours, including the following elements in the proposed hourly rates:



Hourly Rate



Travel / Mileage



Printing



Software &
Technology Usage

Including these elements in the overall hourly rates will provide streamlined billing and simplified invoicing for the municipality and the consultants. As requested in the RFP, the chart below demonstrates the funds distribution for each consultant team member. Two separate calculations are being provided to illustrate this as the CRSA/DRS team is currently finalizing negotiations for a merger of teams, staff, and resources, allowing us to serve clients better.

Eagle Mountain Small Area Plan											
Staff	Ben Leverger	Nathan davis	Stephanie Dunlap	Kelly Gillman	Cooper Parson	Laura Smith	Thomas Mcmu.	Blake Ungren	Susan Becker	Aaron Sanborn	Total by Task
Rate (Per hour)	\$170.00	\$105.00	\$130.00	\$200.00	\$100.00	\$140.00	\$195.00	\$195.00	\$195.00	\$150.00	
Task 1 - Vision & Guidance	7	3	9	4	0	10	4	0	8	8	\$8,175.00
Task 2 - Collection and Baseline Creation	3	5	4	3	3	0	4	0	0	0	\$3,235.00
Task 3 - Stakeholder engagement	5	3	3	2	4	4	0	0	0	0	\$2,915.00
Task 4 - Ideation & Evaluation	12	3	7	2	4	8	8	6	0	0	\$7,915.00
Task 5 - Refinement & Review	12	9	14	4	7	3	2	0	16	16	\$12,155.00
Task 6 - Regulating Framework	2	8	21	3	4	13	2	0	0	0	\$7,120.00
Not-to-Exceed Total											\$41,515.00

Percentage of Work

Company	% Of Work
DRS/CRSA	69.58%
Avenue	12.21%
ZPI	18.21%

If additional scope is requested above and beyond the outlined scope, our team is happy to assist in ensuring the community meets its desired goals. Outlined above are the typical hourly rates for each employee in our team.



05

Necessary Forms

ATTACHMENT A

Bid Form

Project Name: **Overland/Mid-Valley Business District Small Area Plan**

Project Number: EMC-FY23-11

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: **EAGLE MOUNTAIN CITY**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Q/A	12/7/2022
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHEMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of the Bid:

- A. Bid Form

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

A Corporation

Corporation Name: Downtown Redevelopment Services, LLC

State or Jurisdiction of Incorporation: Ohio

Type (General Business, Profession, Service, Limited Liability): LLC, Filing as an S-Corp

By:


(Signature -- attach evidence of authority to sign)

Name (typed or printed): Benjamin Levenger

Title: President

Attest  _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Ohio [State or other jurisdiction where Project is located] is 11/14/2017

5.02 Bid submitted on 12/15/2022,



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
11/16/2017	201731800866	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

DOWNTOWN REDEVELOPMENT SERVICES
PO BOX 131
CUYAHOGA FALLS, OH 44221

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
4096984

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

DOWNTOWNREDEVELOPMENT SERVICES, LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 11/14/2017

Document No(s):

201731800866



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
16th day of November, A.D. 2017.

Ohio Secretary of State

Form 533A Prescribed by:

Date Electronically Filed: 11/14/2017

JON HUSTED
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
 File online or for more information: www.OHBusinessCentral.com

For screen readers, follow instructions located at this path.

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99
Form Must Be Typed

CHECK ONLY ONE (1) BOX

- (1) Articles of Organization for Domestic
☒ For-Profit Limited Liability Company
 (115-LCA)

- (2) Articles of Organization for Domestic
☐ Nonprofit Limited Liability Company
 (115-LCA)

Name of Limited Liability Company **DOWNTOWN REDEVELOPMENT SERVICES, LLC**

Optional: Effective Date (MM/DD/YYYY) **11/14/2017**

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Optional: This limited liability company shall exist for **PERPETUAL**
 Period of Existence

Optional: Purpose

PLANNING CONSULTANTS

** Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

BENJAMIN S. LEVINGER

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

DOWNTOWN REDEVELOPMENT SERVICES, LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

BENJAMIN S. LEVINGER

(Name of Statutory Agent)

PO BOX 131

(Mailing Address)

CUYAHOGA FALLS

(Mailing City)

OH

(Mailing State)

44221

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, BENJAMIN S. LEVINGER, named herein as the
(Name of Statutory Agent)

Statutory agent for DOWNTOWN REDEVELOPMENT SERVICES, LLC
(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature BENJAMIN S. LEVINGER

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)



DOWNRED-01

LLOEHR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2022

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

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

PRODUCER CoverLink Insurance 98 E Main St. West Jefferson, OH 43162	CONTACT NAME: Meg Hyden PHONE (A/C, No, Ext): (937) 592-9076 1014 FAX (A/C, No): (937) 599-2568 E-MAIL ADDRESS: mbarton@coverlink.com
INSURED Downtown Redevelopment Services, LLC PO Box 131 Cuyahoga Falls, OH 44222	INSURER(S) AFFORDING COVERAGE INSURER A : Westfield Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 24112

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		191572T	11/19/2022	11/19/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		191572T	11/19/2022	11/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Eagle Mountain City	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Shea M. Loehr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2022

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 10200
INSURED Downtown Redevelopment Services, LLC PO Box 131 Cuyahoga Falls, OH 44221	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		P100.131.591.5	03/02/2022	03/02/2023	Each Claim: \$ 2,000,000 Aggregate: \$ 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

EAGLE MOUNTAIN CITY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
----------------------------	---

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**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80063509

Period Specified Below
07/01/2022 to 07/01/2023

Downtown Redevelopment Services, LLC
PO Box 131
Cuyahoga Falls OH 44222



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCauley

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Downtown Redevelopment Services, LLC
4910 Rootstown Road
Ravenna, OH 44266

SURETY:

(Name, legal status and principal place of business)

Capitol Indemnity Corporation
P.O. Box 5900
Madison, WI 53705-0900

OWNER:

(Name, legal status and address)

Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain City, UT 84005

BOND AMOUNT: Five percent of the total amount bid----- 5%

PROJECT:

(Name, location or address, and Project number, if any)

Eagle Mountain, UT
EMC Mid-Valley Area Plan
RFP-EMC-FY23-11

Project Number, if any: EMC-FY23-11

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12 day of December, 2022

(Witness)

(Witness)

Downtown Redevelopment Services, LLC

(Principal)

(Seal)

(Title) Benjamin Levenger, President

Capitol Indemnity Corporation

(Surety)

(Seal)

(Title) Todd A. Stein Attorney-in-Fact

Init.

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**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1928586

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- MARK LEVINSON; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR; MARY E. BRENNER-MILLER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

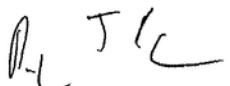
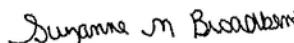
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

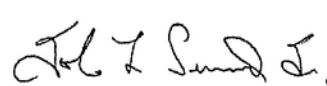
IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary



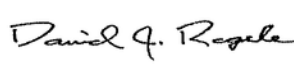
CAPITOL INDEMNITY CORPORATION


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



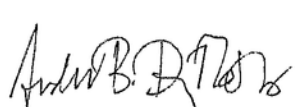

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 12 day of December, 2022




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2021

Admitted Assets

Cash and invested assets:	
Bonds	\$ 618,141,054
Common stocks	157,173,176
Cash, cash equivalents and short-term investments	<u>57,267,137</u>
Total cash and invested assets	832,581,367
Investment income due and accrued	3,116,067
Uncollected premiums and agents' balances in course of collection	48,153,845
Deferred premiums, agents' balances and installments booked but deferred and not yet due	7,477,730
Amounts recoverable from reinsurers	5,024,047
Other amounts receivable under reinsurance contracts	208,405
Net deferred tax asset	15,886,386
Electronic data processing equipment and software	1,575,488
Receivables from parent, subsidiaries and affiliates	4,168,378
Other admitted assets	<u>612,440</u>
Total admitted assets	<u>\$ 918,804,153</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 336,642,620
Reinsurance payable on paid losses and loss adjustment expenses	25,798,000
Loss adjustment expenses	61,286,658
Commissions payable, contingent commissions and other similar charges	442,074
Other expenses (excluding taxes, licenses and fees)	10,687,529
Taxes, licenses and fees (excluding federal and foreign income taxes)	35,705
Current federal and foreign income taxes	257,424
Unearned premiums	148,846,891
Advance premium	5,657
Ceded reinsurance premiums payable (net of ceding commissions)	7,819,842
Amounts withheld or retained by company for account of others	12,618,389
Payable to parent, subsidiaries and affiliates	11,427,656
Other liabilities	<u>890,743</u>
Total liabilities	616,759,188
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	<u>193,919,796</u>
Surplus as regards policyholders	302,044,965
Total liabilities and capital and surplus	<u>\$ 918,804,153</u>

I, John L. Sennott Jr., CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2021, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

John L. Sennott Jr.

John L. Sennott Jr
CEO & President





UTAH INSURANCE DEPARTMENT
Certificate of Continuation

*This is to certify that **CAPITOL INDEMNITY CORPORATION** has complied with the requirements for continuation of the Certificate of Authority in the State of Utah for the license year beginning **Mar 1, 2022** through **Feb 28, 2023** for the following lines of insurance:*

Utah ID #: **1799**
NAIC Co Code #: **10472**
NAIC Group Code #: **0501**
Status:
Company Type: **Property and Casualty Insurer**

Types of Insurance Lines Authorized to Transact:

Accident & Health-P&C	Professional Liability-P&C
Bail Bond Surety-P&C	Property-P&C
Liability-P&C	Surety-P&C
Marine & Transportation-P&C	Workers Compensation-P&C



CRSA



EAGLE MOUNTAIN Special CITY COUNCIL MEETING MINUTES

January 24, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

2:30 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Colby Curtis, Carolyn Love, and Brett Wright. Councilmember Jared Gray was excused.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Chris Trusty, City Engineer; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities/Operations Director; Tyler Maffitt, Communications Manager; Michele Graves, Library Director; and BJ Eccles, Sergeant.

1. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 2:36 p.m.

2. AGREEMENT

2.A. AGREEMENT – Public Water Supply Agreement Between Eagle Mountain City, Utah and Oquirrh Wood Ranch, LLC.

City Administrator Paul Jerome presented the item. The developers of Firefly, previously Pole Canyon, are seeking a long-term agreement to purchase 4,000-acre feet of water for their development through the City's contract with the Central Utah Water Conservancy District (CUWCD). The proposed agreement allows Oquirrh Mountain Ranch, LLC (OWR) to purchase 1,000-acre feet under the City's existing contract with CUWCD and would entail the City being able to contract with CUWCD for an additional 3,000-acre feet under a new contract. This item was tabled at the January 17, 2023 City Council meeting. The results of a water study indicated that the City will be approximately 9,000-acre feet of water short of being able to fully build out to its current boundaries. In the past, Mr. Jerome contacted CUWCD to discuss additional water allocation for the City. The terms he was told at that time made him uncomfortable and could have jeopardized the current contract with CUWCD.

OWR inquired about purchasing water from the City's current contract but, given the amount of water left, the City found the request unpalatable. The City and OWR jointly approached CUWCD regarding additional water to provide water for the Firefly development and reduce the overall water deficit in the City. This agreement is between the City and OWR; however, it would precede an agreement between the City and CUWCD for additional water. On January 17th, the City had to submit a formal request to CUWCD for their board to consider the requests to determine whom

they would agree to award their remaining water shares to through future agreements. Consequently, a failure to secure additional water through CUWCD will preempt this agreement.

Mr. Jerome explained that he desires to retain and amend Section 3 of the agreement, “*Accordingly, OWR shall not reduce the size of the Commercial or Industrial Planning Areas in the Community Plan exhibit to the Amended and Restated Master Development Agreement between the parties (and others) without the written consent of the City,*” to require the consent of the City Council to ensure that water needs of industrial partners are adequately planned for and addressed along with any changes in zoning. The well will need a sanitary seal before it can be used for culinary purposes and connected to the City’s water supply.

Applicant representative Jared Westhoff explained that the White Hills transition agreement includes the transfer of the infrastructure in addition to the water rights. The water rights transition was required for them to service the White Hills subdivision and White Hills Country Estates. This is a standalone agreement that involves wells that were not a part of the transition agreement and formalizes water rights that were included as *may* rather than *shall* that had been held in the case of interest by an industrial user in property located outside of Eagle Mountain City boundaries. Other aspects of the White Hills transition agreement will be negotiated in conjunction with the master development agreement (MDA).

Mr. Draper reviewed the original Pole Canyon Master Development Agreement, its exhibits, and the transition elements. The body clarified and discussed concerns between the terms of that agreement and the transition agreement. Mr. Draper suggested adding language to this Public Water Supply Agreement to clarify that it does not supersede the terms in Exhibit B concerning water rights in the original Pole Canyon Master Development Agreement. He does not foresee a conflict as the new agreement should be understood to control in areas where the agreements conflict.

Mr. Westhoff stated that they are amenable to clarifying that this agreement does not replace the terms in the Pole Canyon Master Development Agreement as that had never been their intent.

Councilmember Curtis raised concerns about conflicts between this agreement and the exhibit regarding water in the White Hills Transition Agreement for Pole Canyon. The City and the applicants agreed to add language to this Public Water Supply Agreement to clarify that it does not supersede the terms in Exhibit B concerning water rights in the original Pole Canyon Master Development Agreement.

Councilmember Wright expressed concern with the City acting as a water broker as most cities have developers secure their own water rights.

Mr. Westhoff reviewed the history of the agreement. They had originally planned to have the White Hills Water Company and local district to provide their own water needs directly through CUWCD. They have several wells that served White Hills prior to annexation. They had originally protested the City partnerships with CUWCD until they attended a hearing and learned that the District water will help strengthen the City’s water supply. They withdrew their protest and applied for CUWCD water. City legal counsel at that time approached them and indicated that the City

desired to partner with them regarding water rather than them providing for their own water needs and having competing water requests. They recognize that the City is better equipped to service and provide water. They are willing to apply to the CUWCD for the water but are trying to honor a request by the City to retain ownership of the wells rather than the CUWCD. They are no longer functioning as a water company but are retaining debts on their accounts at the request of the City until those debts are paid. Partnering with the City places them at additional risk because working directly with CUWCD they would be given priority consideration for the last of the water shares because the CUWCD desires ownership of wells within Eagle Mountain. In this agreement, the City would receive the wells desired by the CUWCD.

Councilmember Burnham explained that she had been on the City Council when the City purchased additional water shares and those purchases allowed for economic development in the City.

Discussion ensued regarding concerns with the rewards and risks inherent in the agreement should the takedown schedule not be met and the potential impacts to taxpayers and the ability to mitigate and respond to challenges that may arise including selling the shares to other cities.

Staff explained the takedown schedules and clarified the terms of the agreement.

Mr. Jerome said that the agreements with the CUWCD are separate, and he intends to verify that should the City default on this agreement it would not impact any of the existing agreements.

Applicant representatives expressed concerns with the redline suggestion in Section 1.3 for them to increase their takedown schedule as that is not something they are capable of at this time. They would prefer to meet and discuss the specifics of an increased takedown schedule rather than have a set timeframe in the agreement, especially in consideration of the preferable takedown schedule discussed during previous negotiations directly with CUWCD. They are willing to sit down with City representatives for further negotiations; however, due to time constraints, they will also need to contact CUWCD to discuss other options should an agreement with the City not be reached.

Mr. Jerome stated that he had a conversation with Nate Shipp regarding the difficulties of drafting a contract for water shares the City does not currently have. Should CUWCD require a more aggressive takedown schedule the City would be forced to sell the shares to another party as Eagle Mountain does not have the money to purchase and hold those shares for OWR.

Discussion ensued regarding how to structure the agreement with terms that reduce the risk for both parties until the contract with CUWCD can be finalized.

Applicant representative Chase Andrizzi verified that approval of this agreement would satisfy the requirements for their water needs for the development and they would not need to seek an agreement directly with CUWCD. They are amenable to the proposed changes to 1.10. However, they feel Section 2.3 Failure to Obtain Additional 3,000 AF duplicates 2.1 Failure to 2024 Trigger. As such, they requested to strike Section 2.3 from the agreement.

Mr. Draper stated that his interpretation of the agreement without Section 2.3 would obligate the City to sell water they did not have should they fail to obtain water from CUWCD.

Mr. Andrizzi said they are agreeable to clarifying that the City is not obligated to sell the additional 3,000-acre feet should Eagle Mountain be unable to enter an agreement with CUWCD. OWR would still purchase the City's existing 1,000-acre feet of water but the other terms of transferring the wells and other rights would not be triggered. He clarified that their concern with Section 2.3 is the requirement to meet to try to save the agreement.

Mr. Jerome suggested adding language to Section 2.3 that if the City is unable to come to an agreement with CUWCD prior to January 2, 2025, the City's obligation to provide the additional 3,000-acre feet of water to OWR is not required.

In reference to Section 3, discussion explored existing land use approval requirements, if a change to the development agreement would constitute a breach of this provision and the applicants' concerns with redundancies in the verbiage.

The applicants proposed language to Section 5.1 Conditions Precedent to clarify that should there be no other agreement between Eagle Mountain and the CUWCD, they will not be obligated to transfer the well. They prefer to retain Section 5.3 with the addition of the language suggested by the City Attorney clarifying that the City has no further obligation to sell the additional 3,000-acre feet of water if an agreement is not entered into with CUWCD.

Discussion clarified that the well listed in Section 5 was not a part of the 2010 Pole Canyon Water Agreement and is OWR's only culinary well, the others are agricultural wells that could not be added to the City's water system.

Mr. Andrizzi said they are willing to concede to insure title on the section of real property that they are dedicating to the City in Section 5.4. Well Transferred "As Is." They are unable to insure the water rights themselves at the fair market value of 1,000-acre feet of \$15,000 an acre-foot and that would not have been required in a direct agreement with CUWCD.

Mr. Westhoff said they would be willing to insure a partial amount of up to \$250,000 to mitigate City concerns and incentivize the title company to thoroughly verify there are no liens and the water is free of encumbrances.

Mr. Jerome explained that the City's water attorney is not as concerned with title insurance as the City has been in the past. The City requests a value of \$5,400 per acre-foot for a total value of \$5,400,000.

Discussion ensued regarding the purposes of the title insurance and the benefits of that insurance even on the partial amount as the lien investigation for a clean title report would be triggered independently of the amount insured.

The parties agreed to change the number of failed consecutive takedowns by OWR in Section 7.4.1 from three to two and to clarify in Section 10 that this agreement is a standalone agreement that

does not supersede the White Hills Transition Agreement but the new agreement would control in the case of a conflict.

MOTION: *Councilmember Burnham moved to approve a Public Water Supply Agreement entered into on January 24, 2023, between Eagle Mountain City, Utah and Oquirrh Wood Ranch, LLC authorizing the Mayor to sign the agreement subject to changes discussed and the approval of the City Administrator and City Attorney. Councilmember Love seconded the motion.*

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Colby Curtis	☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☒ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☐ Brett Wright	☒ Brett Wright	☐ Brett Wright	☐ Brett Wright
☒ Tom Westmoreland	☐ Tom Westmoreland	☐ Tom Westmoreland	☐ Tom Westmoreland

As there was a tie vote, Mayor Westmoreland voted. The motion passed with a vote of 3:2.

3:00 P.M. WORK SESSION – CITY COUNCIL CHAMBERS

3. BUDGET PLANNING

3.A. DISCUSSION – Department Outlooks

Finance Director Kimberly Ruesch introduced the Department Outlooks and shared challenges identified by several departments:

- Meeting challenges of rapid growth
- Staffing turnover
- Staff and leadership training
- Technology
- Space for current and future needs
- Timelines impacts on inflation costs

Utah County Sheriff's Office

Sergeant BJ Eccles presented the Utah County Sheriff's Office (UCSO) department outlook. With the additional deputies which were added to the staffing plan last year, they are getting closer to handling the demands from the community, while maintaining a pro-active enforcement mindset. The deputies were more proactive with traffic enforcement, which resulted in a high volume of traffic stops (6,033), citations (2,770), and DUIs (151).

Sergeant Eccles stated the main challenge the department faces is making sure they are adequately staffed to provide for the residents of Eagle Mountain City, but also for the safety of the deputies. Currently, there is one supervisor that works a 12-hour shift, supervising 8 deputies who cover a

24-hour period. Ideally, they would add two sergeants to the staffing plan. This would allow four patrol teams with 24-hour supervisory coverage. This would help with the overall safety of deputies and accountability/policy issues, but more importantly lessen liability to Utah County Sheriff's Office and the City. The other position, which needs to be addressed for similar reasons (liability, accountability, span of control), would be the addition of a Lieutenant position. This position would serve as a direct supervisor or watch commander for the sergeants assigned to Eagle Mountain City and would directly report to the Chief Deputy. Due to the amount of serious (fatal) accidents this past year, UCSO will continue a proactive approach with traffic enforcement. We will also focus on expanding our volunteer Community Safety programs and identify which programs residents are still interested in participating in.

When asked which positions he would prioritize if only two could be filled, Sergeant Eccles stated the two sergeant positions.

Information Technology Services

Economic Development Director Evan Berrett presented the item. Eagle Mountain receives its information technology services from Executech, an IT consulting firm that provides technological services on a contractual basis. Executech employees are at City Hall multiple days a week to ensure that all computers, servers, and networks are working properly to allow City employees to work efficiently and effectively. Oversight of the City's technology needs is handled by the Economic Development Director. In the past year, IT equipment that had been piling up for years was sorted and purged, and a better organization method has been implemented. Despite an IT-connected incident this year, the City's systems were found to not have been breached, and additional protections were successfully implemented. An upgrade to internet service was completed, and hundreds of service tickets successfully completed. Areas of Focus for Information Technology include implementation of better asset management and equipment onboarding/offboarding process, more regular cyber security audits and reviews with staff, and enhancing services with Executech or possibly standing up the City's own services to increase response time and reduce frustration.

Streets and Stormwater

Streets and Stormwater Manager Zac Hilton presented the item. The Streets division does its own pavement repairs on small to medium projects including pothole and patch repairs, crack sealing, signage installation and repair, snow removal, sidewalks, curb & gutter, striping, and street sweeping. Large projects, such as roto mills, slurry, and overlays are contracted out. The Streets division is responsible for the maintenance and repair of all City streets. The Storm Drain Department's overall objective is to ensure that the City's public and private properties are protected against flooding. The drain system is designed to drain excess rain and groundwater from hills, paved streets, parking lots, sidewalks, and roofs. The city contains a large municipal system that is fed by street gutters on most motorways and other parts of town, which experience heavy rainfall, flooding, and regular storms. The Storm Water Department also responds to emergencies and other urgent situations such as street flooding, open manholes, and illegal dumping. In the past year, the department upgraded the stormwater detention pond in Arrival to prevent future flooding to residents, they are nearing completion of all residential streets' receiving surface treatment on roads older than 5 years, and the department collected and maintained street sign data. Department challenges include the growth of City, loss of employees, the difficulty in hiring new employees

with experience, and an understaffed Storm Water Department. The focus for the upcoming year includes increased training for staff, improved process in communication with residents on issues, and collecting GIS storm water system data.

Councilmember Love recommended hiring an administrative assistant to assist with resident communications. Councilmember Curtis suggested working with the schools to train students through a trades program. Mr. Hilton said they have attempted to recruit employees via seasonal workers but they have not received applications in part due to other businesses being able to offer better compensation and work conditions, and City wages being insufficient to meet cost of living expenses. Councilmember Wright advocated for the City to explore competitive wages to attract new workers for all departments. Councilmember Burnham suggested helping potential employees understand the long-term benefits and earning potentials in non-collegiate fields.

Ms. Ruesch stated that she will provide a budget status update at the February 7 meeting and a budget opening for year-end at the February 21 meeting. Budget work meetings are scheduled from 3:00 to 5:00 p.m. on March 14, April 11, and May 9.

Councilmember Love requested the City hold annual Safe Routes to School reviews with Alpine School District.

Discussion clarified that the item could tentatively be added to the April 18 meeting agenda, pending Alpine School District decisions on school boundary adjustments to the opening of a new charter school.

4. ADJOURNMENT

Mayor Westmoreland adjourned the work session at 5:08 p.m.

Approved by the City Council on February 21, 2023.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

February 7, 2023, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Tyler Maffitt, Communications Manager; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Planning Manager; David Stroud, Senior Planner; Steven Lehmitz, Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Parks and Recreation Director; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Kimberly Ruesch, Finance Director; Chas Glenn, Administrative Assistant; Elizabeth Fewkes, Recording Secretary; Michele Graves, Library Director; Angela Valenzuela, Human Resource Manager; and Embret Fossum, UFA Battalion Chief.

Mayor Westmoreland called the meeting to order at 4:14 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Economic Development

- Businesses recently opened or opening soon: Stonebridge Montessori, Jeppson Auto, Inspire Sports, Vital Vet, and Luxury Nails. A couple of businesses like Crumbl Cookies are delayed due to contractors still experiencing supply chain issues.
- The Council should be aware that staff is working on a new data center project that is looking to locate here in Eagle Mountain. This data center is initially planned for 2.1 million square feet of space, with the option to double that in the future. The data center is not water-cooled. This project will be coming to the City Council in the next couple of months.
- A summit in the Lake Mountains has officially been named Eagle Mountain. The summit is just west of the Lake Mountains high point. It is accessible but it is difficult to access without a four-wheel-drive vehicle. The public is asked to visit sparingly and be respectful of the area, especially around the sensitive communications equipment that is in the vicinity.

Streets and Storm Water

- The Utah Department of Transportation has started the construction of the traffic light at Wride Memorial Highway and Mustang Way. As part of the project, Eagle Mountain City is required to remove the center island on Valley Drive. The Streets Department is working on removing the island this week and will pave it when the weather allows.
- Eagle Mountain City has received a significant amount of moisture and snowpack this winter and the Stormwater Department is expecting there will be a high level of runoff this spring. To prepare, the Stormwater Department is reaching out to the community to help replenish our sandbag supplies. Today, Ranches Academy School has students volunteering to help fill sandbags and this Friday, Rockwell Charter High School will be volunteering to fill sandbags. Also, this Saturday from 10:00 a.m. to 1:00 p.m. the Stormwater Department will be filling sandbags at the Community Development Building with volunteers that have signed up through the City's resident portal.

Engineering

- Masonry on the Cory Wride booster station is underway. Staff will be working on the Pony Express booster station next and then on the headworks building.
- Well #8 is currently being drilled.
- Well #7 has been put out to bid.

Facilities, Fleet, and Emergency Management

- The community development building mezzanine has been ordered and should be delivered and installed on February 16.
- The Teen CERT program is in place, classes are held at City Hall on Mondays, and eight students are attending.
- Upgrades to the sewer building have started. The underground sewer has been installed and staff has started framing the walls. The Facilities Department and employees from other departments have been doing most of the work.
- The Sheriff's and Recorder's office remodels are in the design phase.
- The City is working on getting bids for a concrete pad for a 6,000-gallon diesel fuel reserve tank for the generators.

Parks, Recreation, Events, and Cemetery

- Walden Park Observatory: After reviewing the project, additional funding will be needed. Staff will propose options to the Council for this project. Discussions with other entities involved cost-saving measures and possibilities for additional grant funding. Staff is still waiting for additional information for this project before moving forward with the bidding process.
- Smith Ranch Community Park: Staff will be launching a bid for this project February 8, 2023. It is anticipated that bids will be returned on February 28, 2023, and an approval for the contract will be on the City Council meeting agenda on March 7, 2023. Staff has also applied for an additional grant in the amount of \$200,000 specifically for the skatepark portion of the park project.
- Off-Street Trail Network: Staff has hired an intern to work on data collection for this project. Staff will continue to work on this project and report back to the Council sometime in the summer when the data collection is complete.

Community Development

- The City issued 38 new residential building permits in January – 10 in the south area and 28 in the north area.

1.B. PRESENTATION – Draft Economic Development Master Plan

Economic Development Director Evan Berrett introduced the item and the intent for the Economic Development Plan to provide a roadmap for the City to allocate resources and identify priorities for business attraction, retention, and expansion for the next 20 years, with updates as deemed necessary. The plan evaluates where the City is currently and strategies to reach where the City desires to be economically. Industrial uses are not contemplated in the plan due to the difficulty in attracting specified businesses and forecasting which users will be interested in the City.

Aaron Sanborn with Zions Public Finance presented the Economic Development Master Plan draft. The City population is expected to increase by about 15% from 54,023 in 2022 to 147,623 by 2040, and 95% of the labor force is exported to other communities with an average commute of 33 minutes. Sales tax leakage looks at the taxable sales within a community and compares it to expected taxable sales, based on population and average per capita spending. There is a significant amount of retail leakage in the City due to a lack of retail goods and services throughout the City. Major sales tax categories for the City to focus on are as follows: building material and garden equipment and supplies dealers, food and beverage services, general merchandise stores, and motor vehicle and parts dealers. The buying power of Eagle Mountain residents can support additional retail space and land should be preserved for that purpose. Infrastructure growth throughout the City will allow for increased retail development, especially as new transportation routes are completed. Industrial demand is particularly high for logistics/distribution space and office/warehouse flex space. Key industries the City could focus on are advanced manufacturing, aerospace and defense, outdoor products and recreation, and life sciences and healthcare innovation. Professional office space remains a need in the area, but the City may struggle to attract Class A office space until more is developed further to the east or additional transportation networks are developed within and around the City. Key future areas of development are the north bench, south tech campus, town center, and Pole Canyon.

Strategies and Recommendations:

- Goal 1: Diversify the types of industries in Eagle Mountain while building on the existing notable employers, thereby reducing commute times for residents through more local, quality job opportunities.
- Goal 2: Create destination retail and concept stores that will provide opportunities for customers to have experiences that are not replicated online.
- Goal 3: Implement a Business Retention and Expansion Program (BRE) to increase the employment base within the community and foster small business development.
- Goal 4: Create and encourage recreational, educational, and entertainment opportunities to improve the quality of life for existing residents and draw outdoor recreation businesses to locate in Eagle Mountain.

Councilmember Gray expressed concern about the plan divulging statistical and other information to potential businesses which could weaken the City's negotiation strategies.

City Administrator Paul Jerome stated the information does not disclose proprietary information that would be used in business negotiations.

Councilmember Curtis expressed his support of the proposed goals and strategies as he feels they fit the nature of the community. His concerns center on properly assessing financial benefits and resulting implications of the strategies on traffic, crime, homelessness, and social services.

Discussion ensued regarding the need for sales tax dollars to provide for City services such as police and being deliberate in strategies to attract desirable retail to balance business tax revenues with resulting increases to social service costs while drafting small area plans for Eagle Mountain.

The Councilmembers will provide additional feedback regarding suggestions and concerns to Mr. Berrett or Mr. Sanborn prior to the policy session review of the plan.

1.C. PRESENTATION – Parks and Recreation Advisory Board (10 minutes)

Parks and Recreation Advisory Board Chair Rod Hess reported their findings on the youth soccer program. The most frequent concern with the current program is the requirement for a single registration for both the spring and fall seasons, and the requirement to pay the full amount of \$100 to \$120 in one payment. Other cities offer programs at a similar price but the payment is divided between the fall and spring seasons with the option to register for one or both. They recommend negotiating the contract to see if the players could be allowed to sign up for only one season. The review concluded that a City-run soccer program would be more expensive than the current option. Alternatively, the board suggests that the Mayor and City Council consider a City-run flag football program, which is smaller and could be offered at a lower price than other programs, with consideration of expanding to other sports in the future.

Mayor Westmoreland requested the Parks and Recreation Advisory Board explore methods to include youth that are unable to participate due to economical or other obstacles.

1.D. REPORT/Local Officials Day – Youth City Council (10 Minutes)

Youth Mayor Gavin Glad and Youth City Councilmembers Gabriella Pengra, Kayson Welch, Ericcson Ansah-Antwi, and Laura Jones reported on their experience at Local Officials Day

Councilmember Wright stated that he was proud of youth participation during Local Officials Day. Gavin Glad acted as a bill sponsor and Laura Jones as an attorney during the mock hearing. He enjoyed serving as the Youth Council liaison during 2022 and being able to attend the event with them.

Councilmember Burnham recognized the Youth Council for how well they represented Eagle Mountain City and for their enthusiasm and professionalism.

Youth Council Advisor Matt King thanked the City for their support enabling the Youth Council to attend the event.

2. AGENDA REVIEW

10.A. AGREEMENT – Amended Concession Agreement with Eagle Mountain Chamber of Commerce for Ladder Sign Management

Mr. Berrett confirmed that the approval includes the pictures that were emailed to the Council earlier that day.

Mayor Westmoreland stated that he fully supports branding the signs with the Eagle Mountain Chamber of Commerce logo; however, the rectangular Chamber signs look like another sign competing with the other businesses. He would prefer the Chamber logo take a secondary role and thinks that changing the shape, color, and/or font would make the Chamber sign less dominant.

Eagle Mountain Chamber of Commerce President Melissa Clark said they intend the dark gray Chamber sign to blend in with the sign structure. She explained that the curved sign costs \$150 more than the rectangular options. They are willing to use the design preferred by the Council. However, she expressed concern about the need to update the signs should the City decide to change its branding and logo. The agreement allows for the Economic Development Director to approve the signs. She suggested providing the Council with updated design options and allowing Mr. Berrett to approve the design based on Council feedback so that final approval is not needed at a future meeting.

Councilmember Curtis stated that having the City logo recognizable on the signs is important to the overall brand of the City. Two logos would be conflicting and unattractive. He suggested using the City logo on one side of the signs and the Chamber logo on the other. There is a growing sentiment that government does not represent the people. Accordingly, he is concerned that people coming to the City will see the Chamber logo most prominently and that it would convey a message that Eagle Mountain is owned by the Chamber of Commerce. He wants to be careful with the brand and message communicated to the residents.

Councilmember Gray stated that he views the Eagle Mountain Chamber of Commerce as a partner with the City and as such thinks both logos represent the City.

Councilmember Love noted that inclusion of the Chamber logo facilitates businesses in knowing whom to contact for ladder sign advertising. She likes the gray but wishes the sign had the City logo. While recognizing the reasons for having the Chamber's logo, she thinks a gray rounded topper would look more like a part of the sign rather than an advertisement for another business.

Councilmember Wright agreed that the rectangular sign looks like another business was added to the sign but did not fit properly and prefers the rounded design even though it is more expensive.

Councilmember Burnham concurred with the preference for the rounded design.

Discussion ensued regarding the benefits of including the City and Chamber logos, which logo should be more dominant, ways to include both logos in an aesthetically appropriate manner, and the approval of the signs including branding elements.

Mr. Berrett clarified that the signs are owned by the City and managed by the Chamber. The Chamber agreeing to pay the cost of enforcement is being removed from Section 6.06 because the associated fee the enforcement referenced is being removed from the agreement. When he reviews sign location requests, he consults Planning or Neighborhood Improvement when visibility or safety concerns with a sign's location arise in addition to evaluating the location compliance with Municipal Code.

City Attorney Marcus Draper explained that Section 6.06 is not being removed from the agreement in its entirety because there are potentially other areas where there could be instances of breaches or defaults.

Mayor Westmoreland stated that although he desires to promote businesses, the City can reach a saturation point and they should be conscientious of changing the visual aspects of the City.

Ms. Clark explained that some of the designated sign locations are undesirable for business exposure. Businesses have requested other sign locations that would be beneficial to their business. The map in the agreement shows potential locations to allocate for signage. Sign location 58 has encountered obstacles and an alternative site has been proposed. The map proposes the relocation of approved sites but not an increase in the number of ladder signs.

Councilmember Curtis expressed concern with signage branding approvals excluding consultation with the City's Public Information Officer.

Discussion determined to add a requirement for City Council approval of the ladder sign header design, logos, and branding to the agreement.

11.A. Well House HVAC Design & Installation – Wasatch Heating and Air

Fleet and Facilities/Operations Director Jeff Weber explained that Wasatch Heating and Air were able to submit a significantly lower bid because they are also a dealer and have units in stock compared to the other company that would need to locate and ship units could be difficult due to supply chain issues. The contract specifies liquidated damages should the deadline not be met. However, he is not concerned as Wasatch Heating and Air plans to begin the installation tomorrow should the bid be approved.

13.A. October 19, 2021 Minutes – Amended

Director of Administrative Services/City Recorder Fionnuala Kofoed explained the reason for the amendment to a motion in the October 19, 2021 minutes.

13.B. January 17, 2023 Minutes – Regular City Council Meeting

Councilmember Love noted a spelling correction.

15.A. MOTION/PUBLIC HEARING – Request for the Waiver of the Master Development Approval Requirement for the McLachlan Industrial Park.

15.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known As the McLachlan Industrial Park.

Items 15.A. and 15.B. were presented and discussed concurrently.

Councilmember Curtis inquired regarding which standards would be exempted in the request due to issues with overlooked items during similar exemptions for other projects and whether the exhibit would be included as a part of the approval.

Assistant City Administrator/Community Development Director Steve Mumford verified that a master site plan would still be required and could serve as the preliminary plat. The focus for standards in industrial projects includes access, circulation between sites, and streetlight locations. The City may waive standards that would not apply to an industrial use during the approval of the master site plan, which is an administrative decision with a review by the Planning Commission and City Council, based upon compliance with Municipal Code.

Staff confirmed that Municipal Code will be updated to meet the requirement to allow developments an alternative method to master development agreements.

Senior Planner David Stroud confirmed that the exhibit is a concept for informational purposes providing an idea of their plans for the project and designating the portion of the property included in the rezone request.

16.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Transportation Master Plan.

City Engineer Chris Trusty stated there will be four alignment options for the Cedar Valley Freeway and Old Airport Road. He recommends alignment #2 which provides a perpendicular intersection, which is a safer alternative. The freeway alignment curving farther to the east would reduce traffic counts on Pony Express Parkway and potentially eliminate the need to widen Pony Express Parkway. The model projections serve through 2050. He will meet with the property owner next week, and the results of those negotiations will impact plans for the intersection. When east Mid Valley Road from Pony Express Parkway to the Hidden Valley area was modeled as a major rather than a minor arterial, the trips on Pony Express Parkway were only reduced by 1%. Mountainland Association of Government recommended another north-to-south major connector road between the Cedar Valley Freeway and Eagle Mountain Boulevard. He supports the recommendation to consider adding a road when planning that area of the City. He has no objection to incorporating the Eagle Mountain Nature and Wildlife Alliance requests to change the verbiage in the section regarding the wildlife corridor from “should” to “shall” and altering the recommendation for the wildlife crossing at Mid Valley Road from an at-grade crossing to an overpass.

Discussion contemplated the potential design and alignment of Old Airport Road and access for Sage Valley residents and the overall traffic impact of Mid Valley Road, depending on the location of the roads and whether a bridge is installed.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the work session at 6:17 p.m.

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Marcus Draper, City Attorney; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Planning Manager; David Stroud, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Chris Trusty, City Engineer; Brad Hickman, Parks and Recreation Director; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Chas Glenn, Administrative Assistant; Elizabeth Fewkes, Recording Secretary; Angela Valenzuela, Human Resource Manager; Tyler Maffitt, Communications Manager; Mack Straw, Public Utilities Manager; and Zac Hilton, Streets and Storm Drain Manager.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:03 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Burnham led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Eagle Mountain City would like to announce that the annual Easter Egg Hunt will take place on April 1st at Cory Wride Memorial Park. The event will begin at 10:00 a.m. sharp. To learn more, please visit the City's events page on its website.
- Residents who do not use social media to stay in touch with the City are encouraged to sign up for the City's text notification system. Weekly, the City sends updates on news, important information, and sign-ups for recreational sports. Learn more at eaglemountaincity.com.
- Residents are encouraged to avoid on-street parking through March 15th of this year during snowstorms. This helps City crews clear local roadways of snow and helps prevent accidents during winter storms.

- Eagle Mountain residents who use the Android operating system on their mobile devices now have access to the new City app. This app allows residents to report issues and follow along as the City completes submitted issues. Find the City app on the Apple Store and Google Play.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:09 p.m.

Thomas Fox requested the City's assistance regarding issues with his sewer system.

Bettina Cameron, speaking on behalf of the Eagle Mountain Nature and Wildlife Alliance, thanked the City for their efforts working to preserve the wildlife corridor.

Mayor Westmoreland closed public comment at 7:14 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Gray

Councilmember Gray thanked the residents in attendance for their volunteer service on boards and auxiliaries. He noted the service opportunities with the Storm Water Department to fill sandbags to prepare for potential flooding.

Councilmember Wright

Councilmember Wright recognized those in attendance and thanked them for their input and research and looks forward to hearing what they have to say.

Councilmember Love

Councilmember Love thanked the members of the Parks and Recreation Advisory Board for meeting with the Council and for the hard work and effort given in service to the City. She appreciates residents as a valuable resource in keeping the Council informed to help them make decisions.

Councilmember Curtis

Councilmember Curtis welcomed the meeting participants.

9. PRESENTATION

9.A. PRCA Wilderness Circuit Best Small Rodeo of the Year – Pony Express Events

Councilmember Burnham recognized the Pony Express Event Committee members Jared Gray, Kyle Bond, Chris Black, Jennifer Stinimates, Jim Smith, Jeremy Nielsen, Brad Wilson, Angie Burgess, and Bryson Davis for being awarded the PRCA Utah Small Rodeo of the Year and their service in providing the rodeo in the City.

CONSENT AGENDA

10. AGREEMENTS

10.A. AGREEMENT – Amended Concession Agreement with Eagle Mountain Chamber of Commerce for Ladder Sign Management

11. BID AWARDS

11.A. Well House HVAC Design & Installation – Wasatch Heating and Air

12. BOND RELEASES

12.A. Brylee Farms Phase A, Plat 5 – Into Warranty

12.B. Majors Subdivision Plat 1 – Into Warranty

12.C. Brandon Park Phase A, Plat 14 – Out of Warranty

13. MINUTES

13.A. October 19, 2021 Minutes – Amended

13.B. January 17, 2023 Minutes – Regular City Council Meeting

MOTION: *Councilmember Curtis moved to approve the consent agenda amending item 10.A. to state the header for the ladder signs shall be approved by the City Council and the minutes, as amended. Councilmember Gray seconded the motion.*

Those Voting Yes

☒ Donna Burnham
☒ Colby Curtis
☒ Jared Gray
☒ Carolyn Love
☒ Brett Wright

Those Voting No

☐ Donna Burnham
☐ Colby Curtis
☐ Jared Gray
☐ Carolyn Love
☐ Brett Wright

Those Abstaining

☐ Donna Burnham
☐ Colby Curtis
☐ Jared Gray
☐ Carolyn Love
☐ Brett Wright

Those Absent

☐ Donna Burnham
☐ Colby Curtis
☐ Jared Gray
☐ Carolyn Love
☐ Brett Wright

The motion passed with a unanimous vote.

SCHEDULED ITEMS

14. LOWER HIDDEN VALLEY

14.A. MOTION/PUBLIC HEARING – Disposal of Significant Real Property Identified as Utah County Parcel Number 58:040:0634.

Director of Administrative Services/City Recorder Fionnuala Kofoed presented item 14.A., the application for the disposal of Utah County ID No 58:040:0634 for City Council consideration. In

accordance with EMMC 3.30, the City Council must hold a public hearing to consider disposition of City-owned property that is considered "significant." She explained the City received the property when the previous owners defaulted on a special improvement district, and the property had previously been a part of the Lower Hidden Valley Master Development area. If the City Council chooses to dispose of the property, it needs to determine the best method to dispose of the property to maximize the value to the City by either:

1. Retaining a real estate professional to market and sell the property;
2. Auctioning the property; or
3. Selling directly to the applicant.

Mayor Westmoreland assured the residents that the City is committed to doing everything possible to secure open space for wildlife and outdoor recreation while respecting property rights. The City has consulted with representatives from interested parties to come to the best overall outcome with consideration to traffic issues and density questions. The developer has requested the purchase to preserve open space and reduce density.

City Attorney Marcus Draper advised obtaining a legal description of the portion being sold should the Council consider selling part of the property rather than the entire parcel.

Planning Manager Robert Hobbs presented the Master Development Plan (MDP) and associated Master Development Agreement (MDA) for 244.96 acres of land zoned Residential in the Hidden Valley development area. The applicant wishes to reconfigure a previously approved project layout. The applicant is entitled to 1,256 residential dwelling units and proposes dividing the project into 13 phases. The applicant intends to provide 24 acres of improved open space, 67 acres of native open space, and 6,000 linear feet of paved community trails. The proposal includes the purchase of the City-owned parcel with a portion being dedicated back to the City, along with an improved trailhead.

The City's new wildlife corridor covers some of the property intended for development. The applicant has expressed a willingness to assist the City in providing a protected deer migration route through the project by utilizing fencing consisting of 8-foot poles with hog-wire and controlled access points or gates. The proposal envisions detached housing, townhomes, tri-plexes, and cluster housing. The applicant intends to use 51-foot rights-of-way for local roads within the project in lieu of the City's newly adopted 59-foot roads to facilitate the preservation of more detached residential product. The applicant is requesting exemptions from current setback standards and the approval of some 40-foot frontages for certain building lots.

Applicant representative Dan Reeve clarified that during their previous review, the City requested the incorporation of the wildlife corridor, reduction in density, and relocation of higher-density units closer to traffic corridors. They invested significant time and resources to accommodate those requests by moving some of the density and reducing the setbacks to provide more single-family homes instead of townhomes. The requested five-foot setbacks are typical in other Utah cities. The revised plan relocates density to provide for the wildlife corridor in the southeast corner and the northwest area abutting Pony Express Parkway to accommodate the future bridge. They would dedicate the land for the wildlife corridor and provide \$1,000,000 for the City to install wildlife

fencing. He listed the names of the mountain bike trails that will be preserved and the ones that will need to be moved or removed to accommodate the project.

Mayor Westmoreland opened the public hearing for item 14.A. at 7:59 p.m.

The following residents spoke against the proposed land disposal and in favor of the benefits of preserving land for mountain bike trails, wildlife, and outdoor recreation: Adam Clark, Bettina Cameron, Chad DeCoursey, James Duncan, and Molly Duncan.

Steven Duncan spoke against the land disposal and expressed concerns about population and traffic increases.

Ryan Bybee with Cadence Homes explained the history of the property and that some developers had allowed access to the trails with the understanding that the trails would need to be modified as development occurs. Developers need to be able to develop their land in accordance with their rights as property owners. He noted that developers have built parking lots for the bike trails, not the City.

The following individuals and groups submitted emails regarding the item: Brandon Buckner, Chris Harmon, Datia Rocha, Jay Revard, Candace Skatlong, Kevin Wilky, Christian Warren, Mandy Dowel, Mary Kuntz, Matt Surgy, Michelle Heckland, Nick Mollec, Rachel Childs, Trevor Dorious, and the Eagle Mountain Nature and Wildlife Alliance.

Mayor Westmoreland closed the public hearing at 8:27 p.m.

Councilmember Wright thanked the residents that expressed their thoughts and opinions on the matter, and the developer for considering options. When he first heard about the disposal, he was unaware of the location and importance of the mountain bike trails. He explained that the developer has vested rights that allow the development of the land. He is not in favor of disposing of this piece of property tonight; however, he would consider the disposal with a different plan at a future date.

Councilmember Gray supported Councilmember Wright's statements. As a Council, they have strived to preserve open space rights-of-way and amended Municipal Code to reduce density. He agrees that there is greater value in retaining the parcel. He desires to preserve open space while recognizing property owners' rights. He suggested fundraising or using City money to purchase land for the corridor and mountain bike trails.

Assistant City Administrator/Community Development Director Steve Mumford clarified that the sale of the property should not prevent the future wildlife overpass. However, the City would need to find an alternative avenue to preserve the land for an overpass, such as permitting density transfer within the project. The approved plan has a lot of multifamily units and to accommodate the City's request for more single-family units, the developer would need additional land.

Councilmember Wright noted that the developer has vested rights to build 1,256 units and the State is pressing cities to build the type of units contemplated in this development. He is wrestling with

the desire for lower-density products which results in the use of more land that could be preserved as open space.

Councilmember Burnham stated that previous Councils were not aware of the wildlife corridor but now that the Council is aware, they care about it; the original plan did not work for wildlife movements. Should the Council decide not to consider the developer's proposal, the City would need to pay for the fencing. She is sympathetic to the mountain biking community and is not against the bike trails; however, she recognizes that a large number of the trails are going to be lost because they are on private property. The City would have to raise millions of dollars to buy the land, resulting in a significant tax increase for residents. She suggested selling a portion of the parcel to preserve the wildlife corridor and retaining a portion for mountain bike trails. She expressed concern that if the City cannot come to an agreement, Perry Homes will build their approved development, and the financial responsibility for the preservation of the wildlife corridor would fall on the City and on taxpayers.

Councilmember Curtis said he shares Councilmember Burnham's sentiment. He feels that the solutions offered have not received support from either the mountain bike or wildlife communities or met City needs. He is unsure how to quantify what is in the best interest of the City and the residents, or balance what the City is gaining and sacrificing including design and street standards and amenity requirements.

Councilmember Love said she thinks that there is a way to preserve the bike trails and the wildlife corridor on the east side of the mountain and to sell a part of the property to the developer. However, she thinks the proposal needs to be amended to preserve the most popular bike trails. She thinks it makes sense to only sell the portion to be used by the developer rather than to sell the full parcel and have a portion deeded back to the City, especially considering liability issues.

Discussion ensued regarding the benefits and disadvantages of condensing the density into multifamily units to provide more open space, the impact of the original plan on the wildlife corridor, and plans for a wildlife overpass on Pony Express Parkway.

Mr. Mumford reviewed areas of conflict with the 2011 plan and other developments with the wildlife corridor. The City could modify the agreement to allow density transfer to provide for the preservation of the critical portions of the wildlife corridor and the overpass.

Wildlife Biologist/Environmental Planner Todd Black explained the difference in protecting open space and connectivity of habitat compared to the critical mule deer migration route. To move the deer through the City and to avoid human conflicts necessitates safe road crossings. He believes a solution for the critical area could be achieved by allowing density transfer within the project.

Mr. Reeve said that they continue to get feedback and make changes. He sincerely appreciates everyone that has contributed to the project; however, they cannot keep making adjustments. If the sale of the property does not go through and item 14.B. is not approved, they will go back to developing their project as approved which, unfortunately, will not accommodate the wildlife corridor.

Councilmember Burnham recognized that Perry Homes loses money every time the item is tabled and they make adjustments to the project. Perry Homes owns the property and has the right to build on it. She does not intend to sound harsh or put money in the developer's pocket, but she desires to help residents understand the developer's perspective.

Mayor Westmoreland noted that the City is asking a lot of developers to give up their land for the City to have more open space for various uses. If the City cannot make it work for them, the City will lose critical crossing points in the wildlife corridor and mule deer will cross in traffic, which will negatively impact the wildlife and residents. Other fully developed cities have had to eliminate or accommodate herds due to human and wildlife conflicts at a huge expense.

Discussion ensued considering the merits of the proposal in comparison to the original plan.

MOTION: *Councilmember Gray moved to adjourn to 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. Councilmember Wright seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

The meeting was recessed at 9:14 p.m. and reconvened at 9:44 p.m.

MOTION: *Councilmember Burnham moved to approve the disposal of a portion of significant real property identified as Utah County Parcel Number 58:040:0634 and to instruct staff to negotiate the disposal of a portion of the property. Councilmember Love seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

Councilmember Love explained that the City still intends to preserve the bike trails and the wildlife corridor. This approval will allow the City to continue negotiations with the applicant to determine the best way to achieve those goals.

14.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Lower Hidden Valley Master Development Plan.

Mayor Westmoreland opened the public hearing at 9:50 p.m.

Eric Jensen spoke in favor of approving the reduced setbacks on units with narrower frontages to make the units more affordable, and spoke in favor of maintaining the larger setbacks on the larger lots to provide a variety of housing options. He advocated for searching for more affordable opportunities outside of the State mandate.

Jeff Ruth advocated for requiring larger setbacks to provide off-street parking for boats, trailers, and recreational vehicles and backyard access.

Bettina Cameron spoke on behalf of the Eagle Mountain Nature and Wildlife Alliance and identified land recommendations to preserve as wildlife corridor.

Mayor Westmoreland closed the public hearing at 10:00 p.m.

Councilmember Love said that she thinks that the City should finalize the sale of the property prior to approving items 14.B. and 14.C.

MOTION: *Councilmember Love moved to table an ordinance of Eagle Mountain City, Utah, amending the Lower Hidden Valley Master Development Plan. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

14.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Lower Hidden Valley Master Development Agreement.

MOTION: *Councilmember Burnham moved to table a resolution of Eagle Mountain City, Utah, amending the Lower Hidden Valley Master Development Agreement. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>
☒ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>
☒ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>
☒ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>
☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a unanimous vote.

15. MCLACHLAN INDUSTRIAL PARK

15.A. MOTION/PUBLIC HEARING – Request for the Waiver of the Master Development Approval Requirement for the McLachlan Industrial Park.

Items 15.A. and 15.B. were presented and discussed concurrently.

Senior Planner David Stroud presented the item. The applicant is requesting the City Council waive the requirements found in Eagle Mountain Municipal Code Chapter 16.10, Master Developments. The 81.53-acre property has a Land Use designation of Business Park/Light Industry. The rezone request is from Agriculture to Light Manufacturing/Distribution and a waiver of a master development plan. The property would be divided into 14 lots of four to five acres each and plans for future connections to adjacent properties.

Master site plan requirements apply to properties greater than five acres. However, the City Council may approve a request for waiver upon finding one or more of the following:

1. The project's concept plan review (pursuant to Chapter 16.15 EMMC) received feedback from the planning commission and/or city council regarding reduced master development application requirements;
2. The project will not require modification or additions to existing conditions (zoning designation, land use designation, roadways);
3. The project involves limited development requirements for infrastructure; or
4. The strict application of this chapter would result in peculiar or exceptional difficulties, or exceptional and undue hardship, or the buildable area of the property is significantly reduced by topography or preexisting easement restrictions.

The Planning Commission recommends the City Council approve the rezone and waiver request based on the reasons set forth in the staff report, along with any conditions of approval or changes added by the City Council.

Applicant representative Nathan Walter stated they are requesting a waiver as they feel the required standards are not applicable due to the size and nature of their project.

Councilmember Curtis said the site plan should address his potential concerns with the item.

Mayor Westmoreland opened the public hearing at 10:10 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wright moved to approve the request for the waiver of the master development approval requirement for the McLachlan Industrial Park. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

15.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known As the McLachlan Industrial Park.

Mayor Westmoreland opened the public hearing at 10:12 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wright moved to approve an ordinance of Eagle Mountain City, Utah, rezoning certain lands known as the McLachlan Industrial Park to the Light Manufacturing/Distribution Zone and utilizing the exhibit marked as the McLachlan Industrial Park Rezone for the purposes of identifying the legal description only. Councilmember Curtis seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

16. ORDINANCES/PUBLIC HEARINGS

16.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Transportation Master Plan.

City Engineer Chris Trusty introduced Kevin Croshaw with Horrocks Engineers.

Mr. Croshaw presented the Eagle Mountain Transportation Master Plan Additional Analysis in response to previous Council feedback as follows:

- The impact of moving the future freeway alignment farther west;
- Mid Valley Road extension would decrease traffic on Pony Express Parkway; however, widening Mid Valley Road would have a negligible impact; and
- Four alternatives for alignments of the future freeway and Old Airport Road.

Mr. Trusty explained that the proposals for the alignment of Old Airport Road are preliminary and final designs will be forthcoming after negotiations with the property owners and evaluation of driveway accesses for existing homes. The Old Airport Road design alternative does not need to be decided prior to approving the Transportation Master Plan, but the freeway curvature would be incorporated into the plan.

Councilmember Wright requested statistics regarding the number of trips per day that the Mid Valley Road east expansion would reduce on Pony Express Parkway.

Mayor Westmoreland opened the public hearing at 10:24 p.m.

Chad Welch suggested that the four instances of the word “should” on page 20 in the section regarding the wildlife corridor be changed to “shall” and for the surface crossing indicated on Mid Valley Road in the appendix identifying Wildlife Corridor Conflict Areas be changed to an overpass.

Zac Huish expressed concern with the proposed alignments for Old Airport Road and the lack of a second egress for the Sage Valley neighborhood and the difficulty in reaching the schools.

Lynda Seckletstewa said she is concerned with Old Airport Road compromising the safety and integrity of the Sage Valley neighborhood and suggested relocating the road.

Discussion ensued regarding concerns about future plans for the alignment of Old Airport Road, potential solutions, and forthcoming negotiations to purchase land for the project.

Mr. Trusty explained that the City can provide suggestions; however, the Utah Department of Transportation will ultimately decide the alignment of the future freeway.

Mayor Westmoreland closed the public hearing at 10:51 p.m.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, adopting the Eagle Mountain City Transportation Master Plan with the following changes:*

- *The four instances of “should” on page 20 in the wildlife corridor paragraph shall be changed to “shall,” and*
- *In the appendix, Wildlife Corridor Conflict Areas, the Mid Valley Road wildlife crossing shall be changed from a surface crossing to an overpass.*

Councilmember Curtis seconded the motion.

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>

☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

16.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Title 17 Zoning, Regarding Religious or Cultural Meeting Halls.

Mr. Stroud presented the item. A church wishes to locate in the Rush Creek plat, but the use is not compatible with the current Light Manufacturing/Distribution (LMD) Zone. Religious uses in prohibited zones have been litigated across the nation with favorable rulings on behalf of the religious organization. While there is not a large demand in Utah, many churches use this type of zone as a start-up location due to lower lease cost which then provides the organization time to accrue funds to be at a financial level to build a permanent location or lease a larger site. Staff discussed amending EMMC with legal counsel and while a rezone is possible, it would still be adjacent to the LMD Zone. Due to case law and protecting religious land uses, the option to permit in any zone is the preferred direction as it eliminates any potential discrimination issue and any legal challenge.

EMMC currently permits religious or cultural meeting halls as a permitted use in any commercial zone, a special permitted use in residential zones and the public facilities zone, and conditional (permitted) use in an agriculture zone. The proposed changes amount to permitting the use in the Light Manufacturing/Distribution Zone, Medical/Educational Campus Zone, Office Professional Zone, and Public Facilities Zone. In residential zones, the use changes from permitted with special standards to permitted. Agriculture Zones would change from conditional to permitted. The subject use is permitted in commercial zones. The proposed change also eliminates the standards of EMMC 17.75 Standards for Special Uses regarding religious or cultural meeting halls because the additional special standards are not unique and only state the use is to meet the parking, lighting, and landscaping applicable to any non-residential use. Unlike other uses with special standards found in EMMC 17.75, there are no special standards required of a religious or cultural meeting halls.

The Planning Commission recommends approval to the City Council for the reasons set forth in the staff report along with any conditions of approval or changes added by the City Council.

Discussion ensued regarding legal definitions of a religion that would allow an entity to qualify for the zoning and the requirements and approval processes for special, permitted, and conditional uses.

Councilmember Love noted that this use is now permitted in residential zones and religious and cultural meeting halls are less likely to cause concerns in industrial areas.

Councilmember Curtis expressed concern about pedestrian safety for churches in industrial zones due to the reduced infrastructure standards.

Mayor Westmoreland opened the public hearing at 11:04 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Curtis moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Title 17 Zoning, Regarding Religious or Cultural Meeting Halls. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

17. ORDINANCE

17.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 2.15.040 Order of Business and Chapter 2.17 Appointed Officers, and Enacting Chapter 2.19 Director of Legislative Affairs.

This item was discussed after item 17.B.

Councilmember Love recused herself from participating in the item due to a conflict of interest. She said as soon as she became aware of the conflict, she submitted an official statement and refrained from discussions with her fellow Councilmembers regarding the item.

City Administrator Paul Jerome explained that creating this position addresses the Council's priorities without altering the form of government, the authority of the Mayor, or the role of the City Administrator.

Councilmember Burnham requested to add a Section 2.19.020(F) stating, "This hiring process applies exclusively to the position of Director of Legislative Affairs," and to amend Section 2.19.020(C) from "two council members," to "at least two council members."

Mr. Draper explained that the involvement of more than two Councilmembers in the interview panel would require the meeting to be noticed and resident participation could make the situation uncomfortable for the interviewee. Holding multiple meetings to prevent forming a quorum could cause confusion and legal issues with the requirements in the Open and Public Meetings Act.

After discussing the potential complications of involving more than two Councilmembers in the interview process, Councilmember Burnham withdrew her suggestion.

Councilmember Gray asked if the Order of Business per 2.15.040 would apply to all meetings. He feels that declarations of conflicts of interest would be more appropriate to be announced at the beginning of the discussion of the corresponding item.

Councilmember Curtis stated he had added the Declarations of Conflicts of Interest in a manner similar to the format of Planning Commission meetings; however, he has no objections to removing the section.

The other Councilmembers agreed to strike Section 2.15.040(C) Declarations of Conflicts of Interest.

The Council and staff discussed the lack of a time limit for Section 2.15.040(H), Scheduled items; "Scheduled items shall include a review and an actionable item adopting/amending the legislative priorities task list (no time limit)," the process and purposes of the legislative priorities task list, and the ability of the Mayor to place items, including the priorities task list, on the agenda in the order he deems appropriate.

Councilmember Wright stated his willingness to amend standards for the position should issues arise. His hope is for the position to be a beneficial resource for staff and the Mayor but not a replacement for communication between them and the Council.

Mr. Jerome said staff will further research and consider the appropriate compensation for the position as a part of drafting the job description and that adjustments to the position will likely be necessary as issues arise.

Councilmember Curtis stated that he desires the position to be a helpful tool that can be removed if it proves unbeneficial.

MOTION: *Councilmember Gray moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Section 2.15.040 Order of Business and Chapter 2.17 Appointed Officers, and enacting Chapter 2.19 Director of Legislative Affairs with the following changes:*

- *Striking Section 2.15.040(C) Declarations of Conflicts of Interest; and*
- *Adding Section 2.19.020(F) stating, "This hiring process applies exclusively to the position of Director of Legislative Affairs."*

Councilmember Curtis seconded the motion.

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>
☒ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>
☒ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>
☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☒ <i>Carolyn Love</i>
☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a vote of 4:0.

17.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 1.20 Campaign Finance Disclosures, and Chapter 2.15 City Council.

This item was discussed prior to item 17.A.

Ms. Kofoed presented the item. The proposed amendments to EMMC Chapter 1.20 reflect requirements in UCA 10-3-208 regarding the number of and due dates for campaign finance statements to be filed during municipal elections. The proposed amendment to EMMC Chapter 2.15 City Council adds the time and place for holding regular City Council meetings, as required by UCA 10-3-502. The City Council is required to meet a minimum of once a month.

Discussion verified that two filings, one no later than 28 days before the election and one no later than seven days before the election, are required for the Municipal General Election.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 1.20 Campaign Finance Disclosures and Chapter 2.15 City Council. Councilmember Curtis seconded the motion.*

AMENDED MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 1.20 Campaign Finance Disclosures and Chapter 2.15 City Council as presented. Councilmember Curtis seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>
☒ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>
☒ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>
☒ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>
☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a unanimous vote.

18. CITY COUNCIL/MAYOR'S BUSINESS

19. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Wright

Councilmember Wright said the Utah League of Cities and Towns is involved in the legislative session. The Seniors Citizen Advisory Council thanked staff for adding lighting at the Senior Citizen Center and they look forward to the trail and horseshoe pit.

Councilmember Curtis

None.

Councilmember Burnham

Councilmember Burnham said Youth Council is doing a great job.

Councilmember Gray

None.

The Mayor and Council discussed possible upcoming legislative changes that could impact the City.

20. COMMUNICATION ITEMS

20.A. Upcoming Agenda Items

21. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 11:51 p.m. Councilmember Curtis seconded the motion.*

Those Voting Yes

☒ ***Donna Burnham***

☒ ***Colby Curtis***

☒ ***Jared Gray***

☐ ***Carolyn Love***

☒ ***Brett Wright***

Those Voting No

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

☐ ***Brett Wright***

Those Abstaining

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

☐ ***Brett Wright***

Those Absent

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☒ ***Carolyn Love***

☐ ***Brett Wright***

The motion passed with a unanimous vote.

The meeting was adjourned at 11:51 p.m.

Approved by the City Council on February 21, 2023.

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Lower Hidden Valley Master Development Plan.		
ITEM TYPE:	Amended Master Development Plan & Amended Master Development Agreement		
FISCAL IMPACT:	Potential property exchange proposed -- including up to 8-acres of City land (from Parcel No. 58:040:0634)		
APPLICANT:	Perry Development LLC (Dan Reeve representing)		
GENERAL PLAN DESIGNATION Foothill Residential, Neighborhood Residential 1, and Parks & Open Space	CURRENT ZONE "Residential" under currently active Development Agreement	ACREAGE 244.05	COMMUNITY Hidden Valley

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Planning Manager -- Robert Hobbs

RECOMMENDATION:

Staff recommends that the City Council consider approving the current proposal of a Master Development Plan Amendment, contingent upon:

1. A separate agreement or contract for exchange of up to 8 acres of City-owned property for 3.5 - 4.5 acres of applicant's property, as shown in the exhibits associated with the Master Plan and Agreement Amendments, shall be executed.
2. That the Master Development Agreement Amendment be modified to reflect the existing Parks and Open Space Plan (from 2011), rather than a modified plan.
3. That the Master Development Agreement Amendment, as proposed, must also be adopted with changes as required by the City. (*See next hearing agenda item*)

BACKGROUND:

By June 28, 2011, OMR Investments and the City of Eagle Mountain finished signing a Master Development Agreement [pertinent to

244.96 acres of land] ([see here](#)).

The Agreement granted permission to the developer of the Lower Hidden Valley area to build 1,256 residential dwellings on 205.10 acres and assigned the same with "Residential" zoning. In conjunction with that Agreement, the City approved a Master Development Plan for the land. Perry Land Investments LLC now wishes to amend the 2011 Plan and Agreement to allow re-configuration of the project, and, as part of that re-arrangement, has worked with the City to accommodate inclusion in their re-configuration plans needed wildlife corridor passage area and mountain bike trail space.

On January 10th of this year, the Project was recommended for denial by the Planning Commission with the wildlife corridor and, especially, the City disposition regarding a 38.44-acre parcel under its ownership with bike trails thereon and nearby being high priority issues that affected the decision.

On February 7th, after accepting a Staff report on this matter, statements from the applicant and public comments, the City Council voted to table the matter's consideration until the 21st and allowed Staff to attempt negotiations with the Applicant regarding the project -- particularly the fate of a portion of the 38.44 acres owned by the City.

City officials and Applicant representatives having now met several times, a revised proposal is now being brought forward for Council's consideration. The latest proposal largely imitates what was originally approved in 2010 for the Lower Hidden Valley development, with some modifications, including only seeking acquisition of eight (8) of the City's 38.44 acres of land.

ITEMS FOR CONSIDERATION:

Following the Council's action on February 7th, City Staff and members of the Applicant's team met to discuss how the proposed amendments to the already vested Master Plan Map and Development Agreement might be modified to be made acceptable to the City and developer.

Using the existing, vested Master Plan and Development Agreement, the current application now seeks approval for a few somewhat minor modifications as follows:

1. Wildlife Corridor Provision. Remove approx. 1.5 acres (approx. 19-20 multiple-family units at 13 du/ac) from Parcel R2 to accommodate the Wildlife Corridor. Designate the area then as open space / Wildlife Corridor on the Master Plan map, and, dedicate that 1.5 acres to the City as soon as possible (with recording of the first plat in that area).
2. Land Shift. Add the remaining piece of Parcel “R2” on that side to the adjacent Parcel “R3”.
3. Creed Trail and Hillside Area Provision. Remove approx. 2-3 acres from the northern portion of Parcel R6 (at the top of the hill) (approx. 8 – 12 lots at 4 du/ac) to accommodate the Creed Trail and preserve a bit more of the hillside/ridge in that area (the final acreage and configuration of which shall be determined during the final plat review).
4. Future Road Alignment. Shift the alignment of the stub road (future connection to Pony Express) that heads west to the north so it aligns with the City’s updated Master Transportation Plan.
5. City Property Conveyance. The City will give Perry Homes up to eight (8) acres on the southwest side of the City’s parcel at a unit-for-unit rate. Thus, if the Applicant were to remove 19 multi-family units and 8 single-family dwelling lots from a given location, then they can plan for 27 lots of SFD and cluster homes to be placed in that location. Taking units from a denser area and then inserting that same number of units into the [up to 8-acre] area proposed to be acquired from the City, but in a more spread-out form is the expected result.

Regarding the existing Master Development Agreement terms, commitments, and conditions

1. Density Transfer. The applicant is proposing that density be allowed to be transferred between phases to achieve a more efficient and desirable allocation of density. The City will have the opportunity to review the overall density plan at the preliminary plat review stage, where Perry will submit a proposed preliminary plat for the entire project. Once the

Preliminary Plat is approved, no further density transfers shall be permissible. We are concerned with this proposal, as it has the potential to result in major changes to the project with very little ability to deny a proposed preliminary plat. If any density transfer is included, the language in the agreement should give the approval authority some discretion to be able to deny requested density transfers.

2. Design Guidelines. The Design Guidelines for Lower Hidden Valley's housing are to be adopted by reference in the proposed Amended Development Agreement and will expectedly appear within CCRs (covenants, conditions, and restrictions). In case of a conflict between the Agreement's Design Guidelines and City code, the Applicant's Design Guidelines shall control. The City is concerned about this clause, as City Code should govern in the event of a conflict. City code standards, where/when applicable, should prevail.
3. Parks. The City will assume ownership and maintenance of parks in the development that are, or will be, larger than 2-acres in size – as well as any unique parks (e.g., the petroglyph park). The Applicants are proposing to revert to the existing approved parks and open space plan adopted in 2010. (Staff, upon reflection, was concerned with the Applicants' original amendment proposal, believing they should use the existing, vested plan to govern parks and trails and not include area from the existing bike trails on the City property as part of their open space calculations.) The amount of proposed open space reads as 26.4 acres still in the draft MDA Amendment.
4. Roads. Add a section that requires the road be installed through the City's parcel from Hidden Valley Parkway prior to any final plat approval in the valley (when required for second access by UFA).
5. Hidden Valley Parkway. The existing Master Development Agreement requires the construction of Hidden Valley Parkway (widening to 4 lanes) up to the road that connects to the project. The City would rather allow the road to be added to the Impact Fee Facilities Plan and the widening to be completed when required by a traffic study (TIS).
6. Traffic Study. A new traffic study (TIS) will be required with the preliminary plat (or an update with each preliminary plat submitted to the City in the event more than one is submitted).

(Please refer to the Exhibit titled "Newly Proposed MDP Amendment Feb. 16, 2023 regarding the above-noted proposals.)

Other Notes/Findings

1. The proposed, Amended Development Agreement acknowledges vested residential density, recognizes that it is a theoretical cap but also precludes losing density via any ordinance or other action implemented, or taken, by the City (e.g., a code change) following the date of its passage.
2. An earlier request to have an allowance for reduced [5'] setbacks and narrower rights-of-way widths is purposely not included as part of this newest proposal. Also, the Applicant does not intend to make any kind of contribution to fence off the wildlife corridor desired by the City.
3. If the Amendment is approved, future subdivision development will be reviewed via the platting process and will factor in any requirements made a part of the approval (with particular attention to be paid to the Development Agreement's final language).
4. An updated traffic study for the development, considering updated background city-wide traffic data, will be required during platting. application.
5. The project still envisions use of detached housing, twin homes, triplexes, townhomes and cluster housing.
6. A pair of clubhouses with a single large pool, two to three trailheads with associated parking lots, dog park, large central park with pickleball courts, a ball field, etc. are also proposed (see landscape plans). Plat review will further assess total open space provision and amenities.
7. Any public, or agency, City department, or other official written comments received by Staff respecting this application set is hereto attached or has been made available to the Council or expectedly will be presented to the Council in the case of certain interested parties' materials.

REQUIRED FINDINGS:

The approval criteria for Master Development Plans are stated in EMMC 16.10.070. The approval criteria for Master Development Agreements are in EMMC 16.10.080. The [originally] approved Lower Hidden Valley Master Development Agreement should also be consulted and considered when reviewing this application.

Decisions to approve or amend Master Development Plans and Agreements are effectually subjective and of a legislative nature.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public meeting of January 10, 2023, voted to recommend to the City Council that both of the prior renditions of the Master Development Plan and Master Development Agreement amendment requests be denied. (As stated above, the wildlife corridor and, especially, the City disposition regarding a 38.44-acre parcel under its ownership with bike trails thereon were issues that affected the decision.)

ATTACHMENTS:

[ORD--Lower Hidden Valley MDP Amendment #1](#)

[Vicinity Map](#)

[2010 Lower Hidden Valley MDP](#)

[Newly Proposed Lower Hidden Valley Master Plan, Open Space Plan and Land Exchange Exhibit](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE
LOWER HIDDEN VALLEY MASTER DEVELOPMENT PLAN**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Lower Hidden Valley Master Development Plan, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Lower Hidden Valley Master Development Plan, as set forth in Exhibit A.
2. The First Amendment to the Lower Hidden Valley Master Development Plan is hereby approved, as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of February, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 21st day of February, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

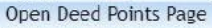
☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

LOWER HIDDEN VALLEY DEVELOPMENT

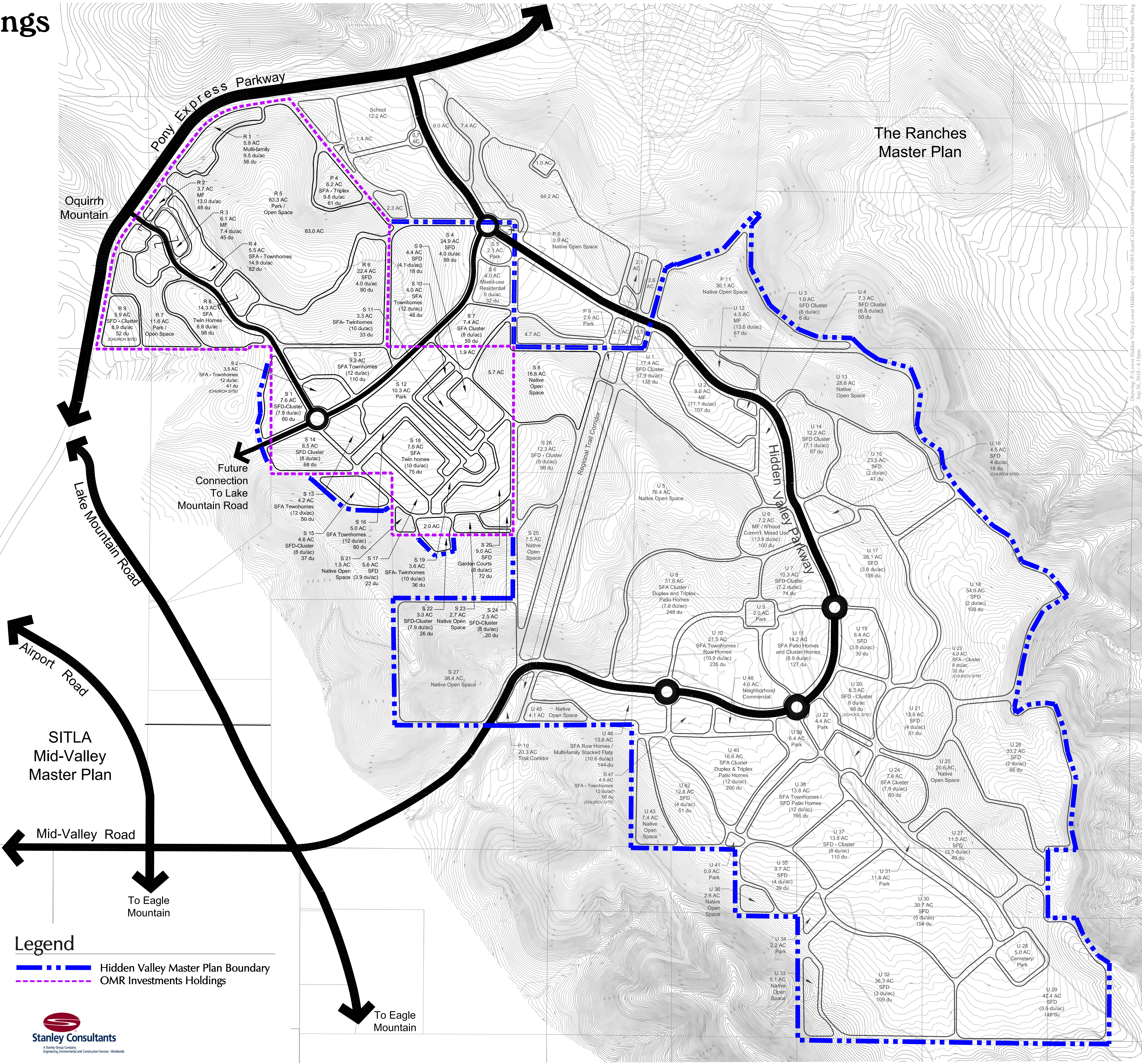


OMR Investments Holdings

LOWER HIDDEN VALLEY

Master Development Plan

Land Use Data					
PARCEL	LAND USE	AREA (AC)	DENSITY (DU/AC)	RES DU	% OF MASTER PLAN AREA
LOWER HIDDEN VALLEY					
P 4	SFA - TRIPLEX	6.2	9.8	61	III
SUBTOTAL RESIDENTIAL		6.2	9.8	61	0.6%
LOWER HIDDEN VALLEY TOTALS		6.2	9.8	61	0.6%
HIDDEN VALLEY WEST					
R 1	MULTI-FAMILY	5.9	9.5	56	III
R 2	MULTI-FAMILY	3.7	13.0	48	IV
R 3	MULTI-FAMILY	6.1	7.4	45	III
R 4	SFA - TOWNHOMES	5.5	14.9	82	IV
R 6	SFD	22.4	4.0	90	II
R 8	SFA - TWIN HOMES	14.3	6.8	98	III
R 9	SFD - CLUSTER (Church Site)	5.9	8.9	52	III
SUBTOTAL RESIDENTIAL		63.8	7.4	471	5.7%
R 1	PARKS	0.7	acres included in Residential Subtotal		
R 5 (partial)	PARK / OPEN SPACE	55.7			
R 5	PARKS	7.3			
R 6	PARKS	1.4	acres included in Residential Subtotal		
R 7	PARK / OPEN SPACE	8.5			
R 7	PARKS	3.1			
SUBTOTAL PARKS & OPEN SPACE		76.7			6.8%
HIDDEN VALLEY WEST TOTALS		138.4	3.4	471	12.3%
MID-VALLEY					
S 1 (partial)	SFD - CLUSTER	5.6	8.0	45	III
S 2	SFA - TOWNHOMES (Church Site)	3.5	11.7	41	III
S 3	SFA - TOWNHOMES	9.2	12.0	110	III
S 4 (partial)	SFD	0.6	3.3	2	II
S 7 (partial)	SFA - CLUSTER	1.9	7.9	15	III
S 9	SFD	4.4	4.1	18	II
S 10	SFA - TOWNHOMES	4.0	12.0	48	III
S 11	SFA - TWIN HOMES	3.3	10.0	33	III
S 13	SFA - TOWNHOMES	4.2	11.9	50	III
S 14 (partial)	SFD - CLUSTER	8.3	8.0	66	III
S 16	SFA - TOWNHOMES	5.0	12.0	60	III
S 17 (partial)	SFD	4.2	4.0	17	II
S 18	SFA - TWIN HOMES	7.5	10.0	75	III
S 19	SFA - TWIN HOMES	3.6	10.0	36	III
S 20	SFD - GARDEN COURTS	9.0	8.0	72	III
S 22 (partial)	SFD - CLUSTER	2.0	8.0	16	III
S 24	SFD - CLUSTER	2.5	8.0	20	III
SUBTOTAL RESIDENTIAL		78.8	9.2	724	7.0%
S 3	PARK	1.5	acres included in Residential Subtotal		
S 8	NATIVE OPEN SPACE (partial)	5.7			
S 12 (partial)	PARK	10.2			
S 21	NATIVE OPEN SPACE	1.5			
S 23	NATIVE OPEN SPACE	2.7			
SUBTOTAL PARKS & OPEN SPACE		21.6			1.9%
ROW		1.1			
MID-VALLEY TOTALS		100.0	7.2	724	8.9%
HIDDEN VALLEY COMBINED DATA					
SFD	TRADITIONAL CLUSTER	31.6	4.0	127	
	TOTAL SINGLE FAMILY	33.3	8.1	271	5.8%
MF	SFA	64.9	6.1	398	
	MULTI-FAMILY	68.2	10.4	709	
TOTAL MULTI-FAMILY		15.7	9.5	149	
		83.9	10.2	858	7.5%
TOTAL RESIDENTIAL		148.8	8.4	1,256	13.3%
TOTAL PARKS (includes 3.6 acres, that are included also in "Total Residential" above)		24.2	-	-	2.2%
TOTAL NATIVE OPEN SPACE		74.1	-	-	6.6%
TOTAL ROW		1.1			0.1%
TOTAL		244.6	5.1	1,256	21.8%



OMR Investments Holdings

LOWER HIDDEN VALLEY

Master Development Plan

Proposed Amendment
- February 2023

Land Use Data					
PARCEL	LAND USE	AREA (AC)	DENSITY (DU/AC)	RES DU	% OF MASTER PLAN AREA
LOWER HIDDEN VALLEY					
P 4	SFA - TRIPLEX	6.2	9.8	61	III
SUBTOTAL RESIDENTIAL		6.2	9.8	61	0.6%
LOWER HIDDEN VALLEY TOTALS		6.2	9.8	61	0.6%
HIDDEN VALLEY WEST					
R 1	MULTI-FAMILY	5.9	9.5	56	III
R 2	MULTI-FAMILY	3.7	13.0	48	IV
R 3	MULTI-FAMILY	6.1	7.4	45	III
R 4	SFA - TOWNHOMES	5.5	14.9	82	IV
R 6	SFD	22.4	4.0	90	II
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R 9	SFD - CLUSTER (Church Site)	5.9	8.9	52	III
SUBTOTAL RESIDENTIAL		63.8	7.4	471	5.7%
R 1	PARKS	0.7	acres included in Residential Subtotal		
R 5 (partial)	PARK / OPEN SPACE	55.7			
R 5	PARKS	7.3			
R 6	PARKS	1.4	acres included in Residential Subtotal		
R 7	PARK / OPEN SPACE	8.5			
R 7	PARKS	3.1			
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MID-VALLEY					
S 1 (partial)	SFD - CLUSTER	5.6	8.0	45	III
S 2	SFA - TOWNHOMES (Church Site)	3.5	11.7	41	III
S 3	SFA - TOWNHOMES	9.2	12.0	110	III
S 4 (partial)	SFD	0.6	3.3	2	II
S 7 (partial)	SFA - CLUSTER	1.9	7.9	15	III
S 9	SFD	4.4	4.1	18	II
S 10	SFA - TOWNHOMES	4.0	12.0	48	III
S 11	SFA - TWIN HOMES	3.3	10.0	33	III
S 13	SFA - TOWNHOMES	4.2	11.9	50	III
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S 16	SFA - TOWNHOMES	5.0	12.0	60	III
S 17 (partial)	SFD	4.2	4.0	17	II
S 18	SFA - TWIN HOMES	7.5	10.0	75	III
S 19	SFA - TWIN HOMES	3.6	10.0	36	III
S 20	SFD - GARDEN COURTS	9.0	8.0	72	III
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S 24	SFD - CLUSTER	2.5	8.0	20	III
SUBTOTAL RESIDENTIAL		78.8	9.2	724	7.0%
S 3	PARK	1.5	acres included in Residential Subtotal		
S 8	NATIVE OPEN SPACE (partial)	5.7			
S 12 (partial)	PARK	10.2			
S 21	NATIVE OPEN SPACE	1.5			
S 23	NATIVE OPEN SPACE	2.7			
SUBTOTAL PARKS & OPEN SPACE		21.6			1.9%
ROW		1.1			
MID-VALLEY TOTALS		100.0	7.2	724	8.9%
HIDDEN VALLEY COMBINED DATA					
SFD	TRADITIONAL CLUSTER	31.6	4.0	127	
	TOTAL SINGLE FAMILY	64.9	6.1	398	5.8%
	SFA	68.2	10.4	709	
MFL	MULTI-FAMILY	15.7	9.5	149	
	TOTAL MULTI-FAMILY	83.9	10.2	858	7.5%
TOTAL RESIDENTIAL		148.8	8.4	1,256	13.3%
TOTAL PARKS (includes 3.6 acres, that are included also in "Total Residential" above)		24.2	-	-	2.2%
TOTAL NATIVE OPEN SPACE		74.1	-	-	6.6%
TOTAL ROW		1.1			0.1%
TOTAL		244.6	5.1	1,256	21.8%

Change 1.5 acres to Open Space (19 - 20 units, based on 13 du/ac). Join the rest of the pod with R3.

Remove approximately 2-3 acres (8-12 lots) to preserve Creed trail and more of the hillside/ridge

Exchange up to approx. 8 acres for the two removed areas in the plan. Unit for unit. SFD and Cluster lots. Understanding that SFD and Cluster lots take up more land than MF units.

Shift Road north to line up with the City's Master Transportation Plan. Move some of S1 to S14.

Legend

Hidden Valley Master Plan Boundary

OMR Investments Holdings

Proposed Land Exchange with Perry Homes – City Parcel



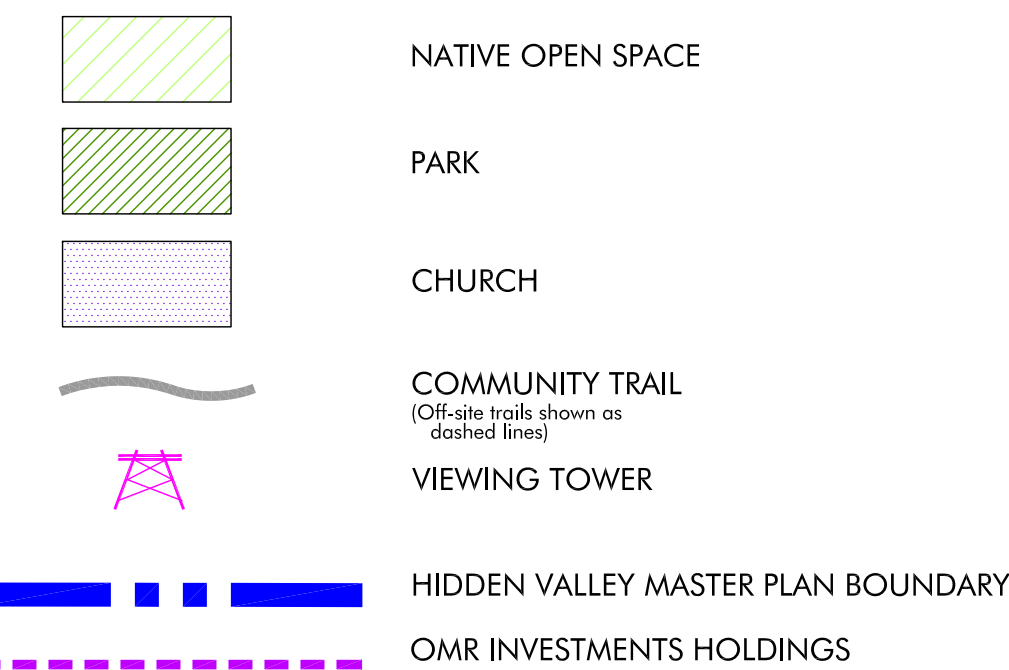
Approx. Area of Land
Exchange – to be developed
as SFD and SF Cluster Homes
(up to 8 Acres)

Improved Open Space Concept Plan

Proposed Amendment
- February 2023

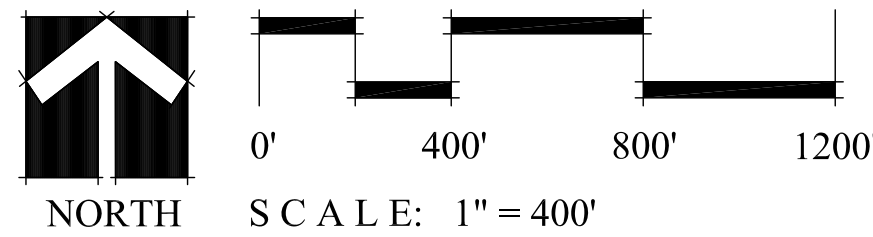
Land Use Data - Parks & Open Space			
		AREA (AC)	% OF MASTER PLAN AREA
PARCEL	LAND USE		
MID-VALLEY			
S 3	PARK	1.5	
S 12	PARK	10.3	
SUBTOTAL PARKS		11.8	1%
S 8	NATIVE OPEN SPACE	16.8	
S 21	NATIVE OPEN SPACE	1.5	
S 23	NATIVE OPEN SPACE	2.7	
SUBTOTAL OPEN SPACE		21.0	2%
MID-VALLEY PARKS & OPEN SPACE TOTAL		32.8	3%
HIDDEN VALLEY WEST			
R 5	PARKS	8.0	
R 6	PARKS	1.4	
R 7	PARKS	3.1	
SUBTOTAL PARKS		12.5	1%
R 5	PARK / OPEN SPACE	56.0	
R 7	PARK / OPEN SPACE	8.5	
SUBTOTAL PARK / OPEN SPACE		64.5	6%
H/V WEST PARKS & OPEN SPACE TOTALS		77.0	7%
HIDDEN VALLEY COMBINED DATA			
TOTAL PARKS		24.3	2%
TOTAL PARKS / OPEN SPACE		64.5	6%
TOTAL NATIVE OPEN SPACE		21.0	2%
TOTAL COMMUNITY TRAILS		6.8	1%
TOTAL CHURCHES (S2, R9)		9.4	1%
HIDDEN VALLEY OPEN SPACE TOTALS		126.0	11%

LEGEND - Conceptual Locations

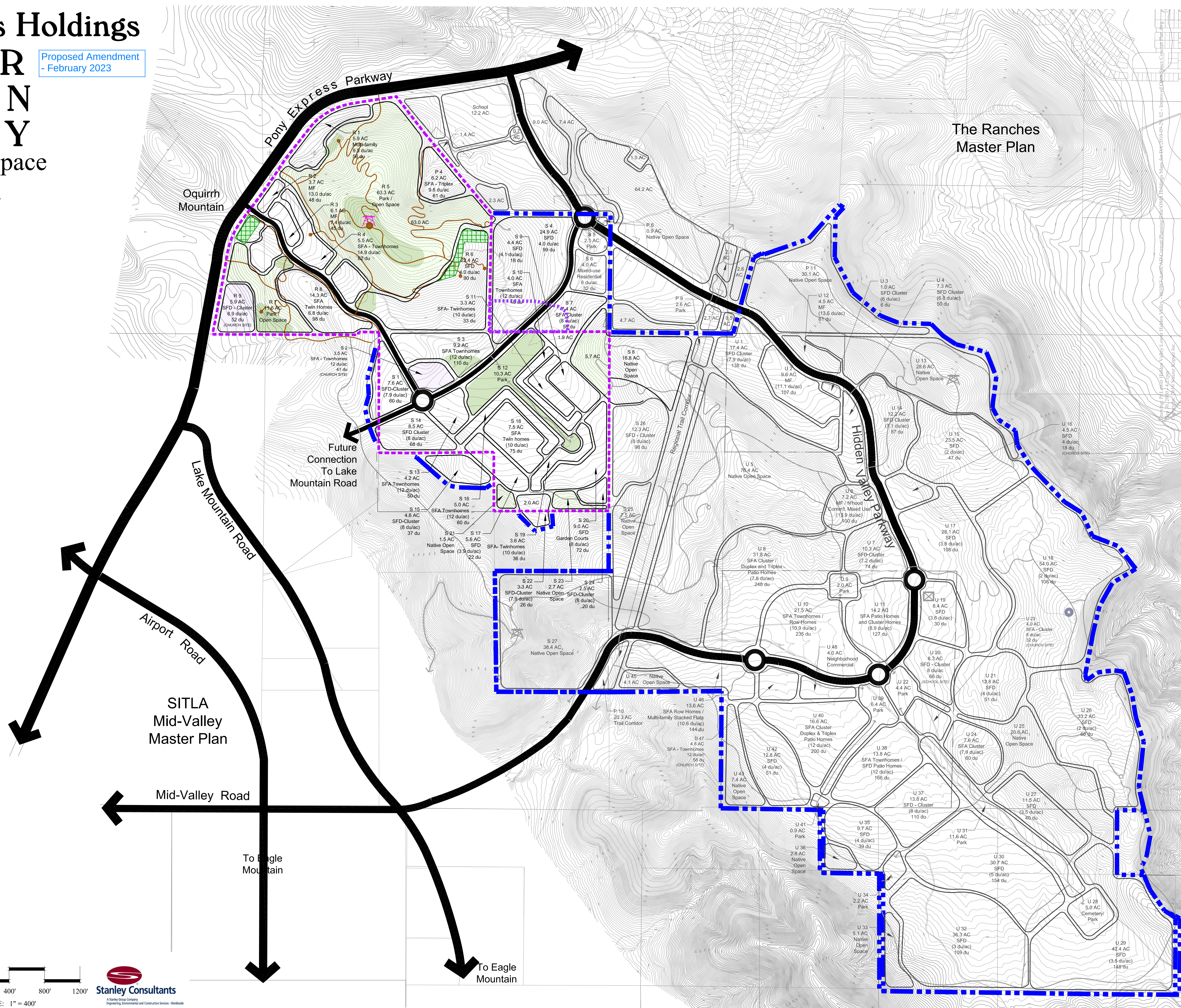


LOWER HIDDEN VALLEY
Master Development Plan

Eagle Mountain City, Utah
September 29, 2010



Stanley Consultants
A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE: RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Lower Hidden Valley Master Development Agreement.

ITEM TYPE: Resolution

FISCAL IMPACT:

APPLICANT: Perry Land Development (Dan Reeve)

**GENERAL PLAN
DESIGNATION**
Foothill Residential,
Neighborhood Residential 1, and
Parks & Open Space

CURRENT ZONE
"Residential" under
currently active
Development Agreement

ACREAGE
244.05

COMMUNITY
Hidden Valley

PUBLIC HEARING:

No

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs, Planning
Manager

RECOMMENDATION:

Staff recommends that you consider approving the current proposal of the 1st Amendment to the Lower Hidden Valley Master Development Agreement (with any changes added by the Council), contingent upon a separate agreement or contract for exchange of up to 8 acres of City-owned property for 3.5 - 4.5 acres of applicant's property, as shown in the exhibits, and amending the density transfer language to allow for some discretion by the approval authority.

BACKGROUND:

See the previous item for information about this item.

ITEMS FOR CONSIDERATION:

See the report for the previous item.

REQUIRED FINDINGS:

Master Development Agreement approvals are negotiated with the Planning Commission and City Council and are based on criteria found in EMMC 16.10.080. This is an amendment to the original MDA (and any subsequent amendments). The MDA (and any

amendments) are used as the basis for the proposed amendments.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public meeting of January 10, 2023, voted to recommend to the City Council that both of the prior renditions of the Master Development Plan and Master Development Agreement amendment requests be denied. (As stated above, the wildlife corridor and, especially, the City disposition regarding a 38.44-acre parcel under its ownership with bike trails thereon were issues that affected the decision.)

ATTACHMENTS:

[RES--Lower Hidden Valley MDA Amendment #1](#)

[Proposed MDA Amendment #1](#)

RESOLUTION NO. R- -2023

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE
LOWER HIDDEN VALLEY MASTER DEVELOPMENT AGREEMENT**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Lower Hidden Valley Master Development Agreement, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Lower Hidden Valley Master Development Agreement, as set forth in Exhibit A.
2. The First Amendment to the Lower Hidden Valley Master Development Agreement is hereby approved, as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of February, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 21st day of February, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

Eagle Mountain City
Amendment No. 1 to the Master Development Agreement
For the Lower Hidden Valley Master Development Planned Area

This Amendment No. 1 (“Amendment No.1”) to the Master Development Agreement for the Lower Hidden Valley Master Development Planned Area (the “Master Development Agreement”) is entered into between Eagle Mountain City, a municipal corporation of the state of Utah (the “City”) and Perry Development, LLC a Utah limited liability company (“Perry”).

RECITALS

WHEREAS, the City and certain entities known as the Developer under the Master Development Agreement, entered into the Master Development Agreement as of June 23, 2011;

WHEREAS, Perry has since acquired all of the real property that was the subject of and encumbered by the Master Development Agreement;

WHEREAS, since Perry acquisition and with the passage of time, certain events have transpired that have made it advisable to amend the Master Development Agreement;

WHEREAS, the Master Development Agreement was deemed to be amendable by its express terms by all Parties thereto pursuant to its express terms;

WHEREAS, the City and Perry acknowledge that Perry is the successor in interest to the original Developer and is thereby empowered to execute the Amendment No. 1 as the required Developer party and that the same will be binding on both the City and Perry in accordance with the Master Development Agreement (and specifically with reference to Paragraph 35, thereof) and that Perry is now considered the Developer of the Project;

WHEREAS, the Project consists of approximately 274.92244.5 acres of land (the “Property”) located southeast of Pony Express Parkway. An amended legal description of the Property is attached as Exhibit A;

NOW THEREFORE, for good and valuable consideration, the same as is hereby acknowledged by the Parties hereto, the City and Perry agree as follows:

1. Paragraph 2 of the Master Development Agreement is hereby amended and restated in its entirety as follows:
 - a. 2. Zoning Density and Land Use Standards. The Project will be zoned as residential in accordance with Chapter 17.25 of the City’s Vested Laws, Municipal Code. The residential zone must be a predominately residential use, but certain commercial and mixed-use developments are allowed as a conditional use with the Project permitted for a total of (not to exceed) 1,256 residential dwelling units (the “Maximum Density”). The Amended Land Use Map (Exhibit B) is the zoning Map for the Property.

2.1 Phases and Densities. The total Project densities are as follows:

Total Land Area:

274.92244.5

9 acres

Total Buildable Area: 199.7204.2

acres

Total Residential Units: 1,256 units

Improved Open Space: not less than 24.2026.4 acres

2.2 To accommodate the wildlife corridor and minimize impact to existing mountain bike trails on the City's property as requested by the City, Perry shall dedicate via separate instrument 1.5 acres of Parcel R2 to the City (the "Wildlife Corridor Parcel") and approximately 2 to 3 acres on the northern portion of Parcel R6 (the "Creed Trail Parcel"). The legal descriptions for both the Wildlife Corridor Parcel and the Creed Trail Parcel shall be determined at final plat approval. The Wildlife Corridor Parcel and the Creed Trail Parcel shall be designated as open space and dedicated to the City upon recording of the first plat adjacent to R2 and R6 respectively. The remaining density and acreage in R2 once the Wildlife Corridor Parcel is created from Parcel R2 shall be transferred to R3. In exchange for Perry dedicating both parcels to the City, the City agrees to dedicate up to 8 acres on the southwest side of the adjacent city-owned Parcel 58:040:0634 to Perry via separate instrument (the "New Parcel"). The density associated with the Wildlife Corridor Parcel and the Creed Trail Parcel shall be transferred to the New Parcel. The New Parcel shall be designed with single-family detached lots and single-family cluster lots with the same number of units as were transferred from the Wildlife Corridor Parcel and the Creed Trail Parcel. The City will only exchange or dedicate the acres that are required for the same number of units that will be transferred to be designed as single-family detached homes and cluster homes.-

2.22.3 In addition, the Property is divided into thirteen (13) phases (individually a "Phase" and collectively "Phases") which permit certain numbers of dwelling units to be constructed in each Phase. The Location of each Phase is depicted on Exhibit C, attached hereto (the "Amended Phasing Map"). The number of dwelling units provided for in each Phase ~~is a maximum, and dwelling units may not be transferred between Phases~~ or between areas of the Amended Land Use Map unless the transfer is specifically related to the preservation of open space, trails, or the wildlife corridor, or provides for better traffic flow or the moving of a roadway to better align with neighboring or planned roads. Such transfer is only permitted if approved by the City City's approval authority and Perry along with shall submit a site plan or preliminary plat for the Property for City Council approval. agree as evidenced by final plat approvals for dwelling units that may alter the total number of dwelling units permitted in a certain Phase.- Upon preliminary plat approval, no further density transfers shall be permitted, unless otherwise approved by the City. In no event shall the total number of dwelling units constructed in all Phases of the Project exceed the Maximum Density. Notwithstanding anything herein to the contrary, any City ordinance, amendment to the Municipal Code or other development standard enacted, implemented, regulated and/or enforced by the City on or after the date of this Agreement which has the effect of prohibiting and/or unreasonably restricting Developer's ability to develop the vested densities set forth herein shall be inapplicable to the Property, unless the City Council, on the record, finds that a compelling, countervailing public interest would be jeopardized without applying such ordinance, amendment or standard to the Property. The City makes no warranty or guarantee that the entitled Maximum Density can be achieved, and the Parties acknowledge that as the development progresses that certain market, infrastructure, and/or other similar

constraints beyond the control of the Parties may be presented which could prevent the practical use of all vested densities.

2. Paragraph 4 of the Master Development Agreement is hereby amended and restated in its entirety as follows:

4. Design Guidelines: In order to provide for a higher standard of architectural and visual appeal for the Project, Developer has proposed design guidelines to be enforced by the HOA. A copy of the design guidelines are attached hereto as Exhibit E (the "Amended Design Guidelines"). The design guidelines are an integral part of the approvals of the Project and are hereby adopted. In the event of a conflict between ~~the Tier II, Tier III, Tier IV or other~~the City ordinances or requirements and the Amended Design Guidelines, the Amended Design Guidelines requirements ~~City ordinances~~ shall control.

3. Paragraph 5 of the Master Development Agreement is hereby amended and restated in its entirety as follows:

5. Improved Open Space and Trails. Developer's plan includes ~~24.026.4~~ acres of improved open space, 67.0 acres of native open space and 6,000 linear feet of paved community trails. A map and conceptual drawing depicting the general size and location of the Park Improvements are attached hereto as Exhibit F (the "Amended Park Improvements" or "Park Improvements"). Developer shall comply with section 16.30.070 of the City's Municipal Code which requires a separate cash bond for all parks, trails and open space improvements in each Phase of the Project. The Amended Park Improvements as described and detailed on Exhibit F

shall control where Exhibit F is mentioned in any other provisions of the Development Agreement. The Exhibit F attached hereto amends and replaces the Exhibit F set forth in the original Development Agreement. In the event of a conflict between the Amended Park Improvements Exhibit F and the Amended Design Guidelines, the Exhibit F Amended Park Improvements Exhibit F shall control.

4. Paragraph 7 of the Development Agreement is hereby amended and restated as follows:

7. Ownership and Maintenance of Park Improvements. All Park Improvements less than 2 acres shall be dedicated to and maintained by the HOA. The HOA shall at all times provide access to all HOA-owned Park Improvements for emergency services, including fire and police services. All Park Improvements 2 acres or greater along with any native open space shall be dedicated to and maintained by the City.

5. Paragraph 9 of the Development Agreement is hereby rescinded and is no longer a part of the Development Agreement applicable to the Project.

6. ~~Paragraph 10 of the Development Agreement is hereby amended and restated as follows:~~

~~10. Transitioning and Setback Requirements. Developer agrees to comply with all transitioning and setback requirements set forth in the Amended Design Guidelines.~~

- ~~7.6.~~ Paragraph 16.1 of the Development Agreement is hereby deleted in its entirety.

- ~~8.7.~~ Paragraph 16.2 of the Development Agreement is hereby amended and restated as follows:

~~16.2 Hidden Valley Parkway. The proposed Hidden Valley Parkway ("Hidden Valley Parkway") is not included in the City's current Capital Facilities Plan. Therefore, it shall be the sole responsibility of Perry to install the section of Hidden Valley Parkway between Pony Express Parkway and Sage Road (aka Cross Valley Parkway) as a 77' collector road. Perry shall be required to complete this work in phases and any final subdivision plat that Perry or any other developer in the Project records that touches any boundary of Hidden Valley Parkway shall be required to complete that portion of Hidden Valley Parkway that is adjacent to or a part of any portion of the Project that is covered by any recorded final Plat. Such portion of Hidden Valley Parkway shall be required to be included in any such final plat.~~ 16.2 Project Collector Roads. The main collector roads that provide access to and through the project (from Pony Express Parkway at northwest to Hidden Valley Parkway at the east, including stubbing the collector road to the west in accordance with the City's Master Transportation Plan) shall be constructed by Perry to the City's collector road standard, as merited by traffic study update provided by Perry at each final plat.

END OF AMENDMENTS

- ~~9.8.~~ Any portion of the Master Development Agreement that is not amended hereby shall continue in full force and effect. In the event of a conflict between this Amendment No. 1 and the Master Development Agreement, the provisions of this Amendment No. 1 shall govern in all respects.

- ~~10.9.~~ This Amendment No. 1 shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Developer and all successors and assigns that own any portion of the Property.

(Signature Page Follows)

DATED this _____ day of _____, 20__

PERRY DEVELOPMENT, LLC

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)

:ss

COUNT OF _____)

On the _____ day of _____, 20__, personally appeared before me
_____, who being by me duly sworn, did say that he/she is the
_____ of **PERRY DEVELOPMENT, LLC**, and that the foregoing
instrument was duly authorized by the company and signed on behalf of said company.

NOTARY PUBLIC

DATED this ____ day of _____, 20__.

EAGLE MOUNTAIN CITY

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Future Land Use Map of the General Plan, Rezoning Certain Lands Known as Porter's Crossing Town Center, and Approving the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	SK Hart (Khosrow Semnani)		
GENERAL PLAN DESIGNATION Neighborhood Residential One, Community Commercial, Parks and Open Space	CURRENT ZONE	ACREAGE	COMMUNITY Porter's Crossing Town Center (in The Ranches)

PUBLIC HEARING:
No

PREPARED BY:
Lianne Pengra, Planning

PRESENTED BY:
Steve Mumford, Assistant City
Administrator & Community
Development Director

RECOMMENDATION:

BACKGROUND:
This item was removed at the applicant's request.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon Master Development Plan (AKA Firefly).		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Robert Hobbs, Planning

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:
This item was removed at the applicant's request.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zones.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	None		
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY City-wide

PUBLIC HEARING:
Yes

PREPARED BY:
David Stroud, Planning

PRESENTED BY:
David Stroud

RECOMMENDATION:

BACKGROUND:

According to Section 17.05.120 "Amendments to this title [17]" may be initiated and proposed by the city through the planning director, planning commission or city council. Individuals may also propose amendments by submitting such amendments in writing and paying an application fee as adopted in the city's consolidated fee schedule. The process for amending this title shall be that process allowed for and required by the Utah Code, as amended from time to time, for changing the city's land use title."

Accessory Structures

EMMC permits accessory structures in residential zones. Standards in place are limited to setbacks, height and in certain zones, a size equal to a percentage of the dwelling footprint, including the garage. If over 200 square feet, building code will also apply. A reasonable standard may be a percentage of the lot square footage. The current standard can be somewhat penalizing (not in every zone) on a larger lot with a smaller footprint home. The area is present to have a large accessory building but if the home is not large, the accessory building is further limited, even though the lot can support a larger structure. The proposed change would limit the percentage of lot coverage of

an accessory building(s) to 10 percent or 15 percent, depending on the zone. A review of codes in other cities shows similar percentages. As an example, a home in the FR zone (10,890 square feet minimum lot) can be 1,000 square feet as State code prohibits the city from requiring larger than 1,000 square feet. Current EMMC calculates accessory building square footage based on primary dwelling footprint square footage plus the garage area. If a 1,000 square foot footprint home has a 400 square foot garage, an accessory building(s) can be up to 700 square feet. The proposed change to the FR zone example regarding accessory square footage would increase the potential to 1,089 square feet, on a minimum sized lot in the FR zone.

This does not appear to hinder the use of a detached structure, either in whole or in part, as an ADU. Overall detached structure maximum area will be established and the ADU square footage calculated as up to 50 percent of the primary dwelling footprint, including the garage, with a minimum of 400 square feet and maximum of 1,200 square feet.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501. Development Code Amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends (5-0) approval to the City Council of the amendments to the Eagle Mountain Municipal Code Title 17 regarding accessory structures.

ATTACHMENTS:

[ORD--EMMC 17.25 Residential Zones - Accessory Structures](#)

[EMMC 17.25 Residential Zones - Accessory Structures Redlines](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE
CHAPTER 17.25 RESIDENTIAL ZONES
(ACCESSORY STRUCTURES)**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zones, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zones.
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 21st day of February, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 21st day of February, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

17.25.040 Residential development standards.

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

Residential Development Standards

[illegible]

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Accessory Structure Maximum Height ¹	35'	35'	35'	25'	20'	20'	20'	20'	20'	20'	20'
Ancillary Structure Maximum Height ⁶	10' above primary structure										
Minimum Lot Frontage ²	150'	150'	125'	100'	90'	85'	80'	62'	58'		
Minimum Lot Frontage (cul-de-sac or circle)	100'	100'	75'	60'	50'	45'	40'	20'	20'		
Minimum Dwelling Size (excluding garage)	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	800 sq ft	800 sq ft	800 sq ft	650 sq ft	650 sq ft
Minimum Setbacks for Primary Structures ³											
Front	35'	35'	30'	25'	25'	25'	25'	15'	15'	15'	15'
Front Garage	45'	45'	40'	30'	25'	25'	25'	22'	22'	22' ⁵	22' ⁵
Rear	35'	35'	35'	35'	35'	25'	20'	20'	20'	30' between buildings	
Side	20'	20'	15'	10'	10'	10'	8'	8'	8'	15' between buildings	20' between buildings
Garage Side	20'	20'	15'	15'	10'	10'	10'	10'	10'	15' between buildings	20' between buildings
Street Side	25'	25'	25'	25'	15'	15'	15'	15'	15'	15'	15'
Maximum Size of Accessory Structure	-	-	-	75% of dwelling footprint⁴	50% of dwelling footprint⁴						

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Maximum Footprint Coverage of Accessory Structure(s)	15%				10%						
Minimum Setbacks for Accessory Structures											
Front	Same as principal structure										
Rear	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Side	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Street Side	Same as principal structure										
Distance from a Residential Dwelling	Structures housing animals: 50' from neighboring residences; 6' for all other structures					6'	6'	6'	6'	6'	6'
Site Plan Approval Required (See Chapter 17.100 EMMC)										Yes	Yes

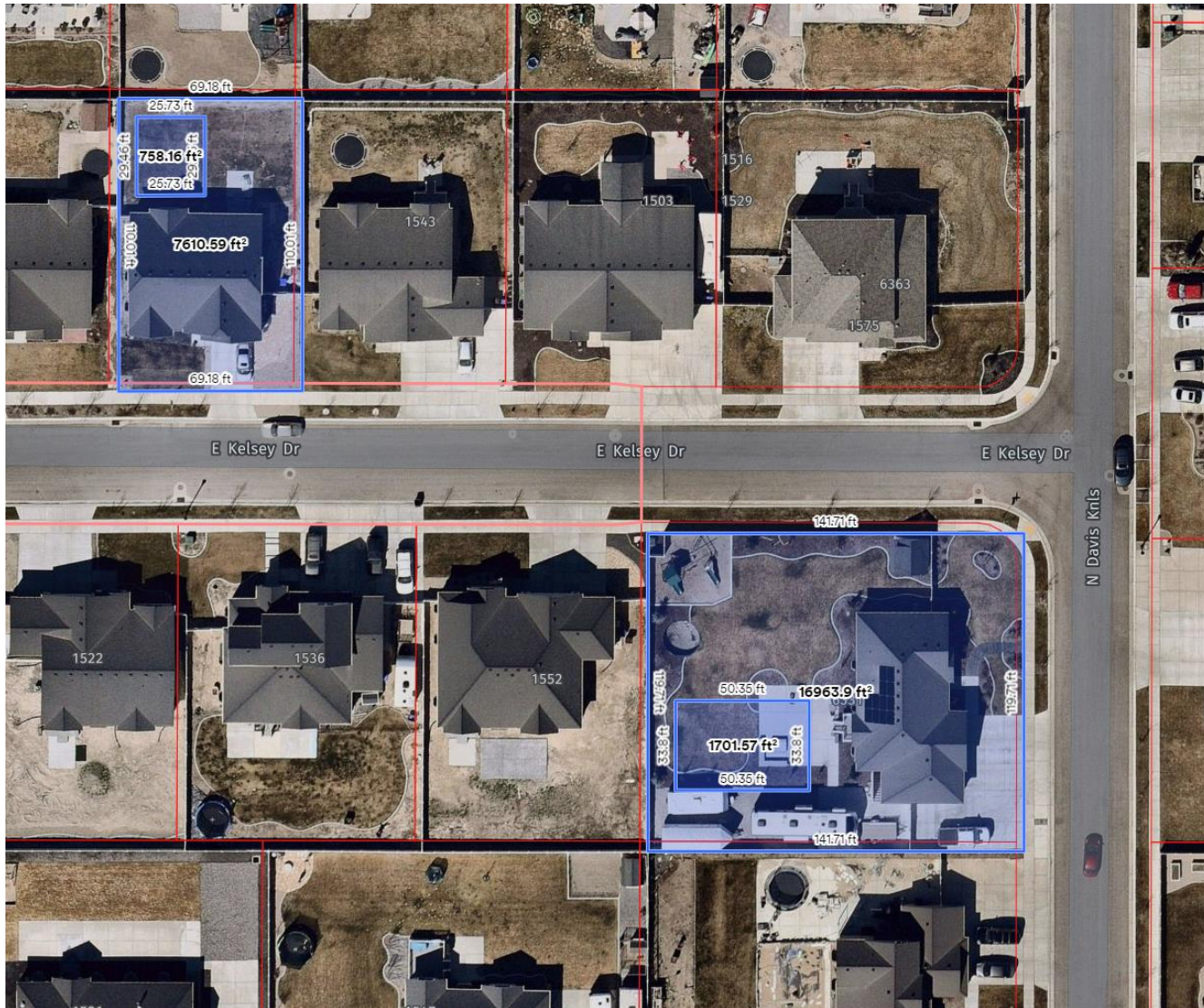
¹ Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC 17.25.030, the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

² Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

³ Setbacks shall only apply to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC 17.25.060.

~~⁴ Square footage of the footprint of the residential dwelling, including attached garage.~~

Example of 10%. Not be included in EMMC.





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 21, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 15.10 Improvement and Design Standards and Chapter 15.70 General Specifications for Electrical Service.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	None		
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY City-wide

PUBLIC HEARING:
Yes

PREPARED BY:
David Stroud, Planning

PRESENTED BY:
David Stroud

RECOMMENDATION:

BACKGROUND:

According to Section 17.05.120 "Amendments to this title [17]" may be initiated and proposed by the city through the planning director, planning commission or city council. Individuals may also propose amendments by submitting such amendments in writing and paying an application fee as adopted in the city's consolidated fee schedule. The process for amending this title shall be that process allowed for and required by the Utah Code, as amended from time to time, for changing the city's land use title."

Streetlights

EMMC currently has two code sections that specify the required separation distance of streetlights. However, these two sections conflict. The proposed changes eliminate the discrepancy and requires a streetlight separation of 250-350 feet along rural and local streets and 150-250 feet of separation on collector and arterial streets. The discrepancy is that another section states that all development will have street light separation of 300-600 feet. Plan reviews have been based on the 150 to 250-foot and 250 to 350-foot separation standards and not the 300 to 600-foot separation.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Ordinances pertaining to public improvement code amendments, and processing of the same, may be found in USC 10-9a-212. Municipal Code Amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends (5-0) approval to the City Council of the amendments to the Eagle Mountain Municipal Code Title 15 regarding streetlights.

ATTACHMENTS:

[ORD--EMMC 15.10 and 15.70 - Streetlights](#)

[EMMC 15.10 and EMMC 15.70 Streetlights - Redlines](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE
CHAPTERS 15.10 IMPROVEMENT AND DESIGN STANDARDS AND
15.70 GENERAL SPECIFICATIONS FOR ELECTRICAL SERVICE
(STREETLIGHTS)**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapters 15.10 Improvement and Design Standards and 15.70 General Specifications for Electrical Service, 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, Chapters 15.10 Improvement and Design Standards and 15.70 General Specifications for Electrical Service.
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 21st day of February, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah
on this 21st day of February, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

15.10.390 Street lighting.

Eagle Mountain City shall contract with an independent consultant for street lighting design. Unless approved otherwise by the city's consultant, street lighting will be installed throughout all developments using the following criteria:

A. Spacing.

1. Street lights will be installed at a minimum spacing of 150 feet and a maximum spacing of 250 feet on arterial and collector streets with alternating sides.
2. Street lights will be installed on rural and local ~~residential~~ streets at a minimum spacing of 250 feet and a maximum spacing of 350 feet with alternating sides. They will be installed at the closest property line to the midpoint between the lights on either side.

B. The locations of street light poles:

1. Street lights will be installed at every intersection, corner, and any bend in the road. The spacing requirements shall be met accordingly once these areas are developed.
2. Shall be a minimum of five feet from any tree, unless written approval is received from the city engineer. Branches may need to be pruned as determined by the engineering inspector in the field at the time of installation.
3. Shall not be installed within five feet from the edge of any driveway.
4. Any structure such as block walls, chain link fences, retaining walls, etc., shall leave a minimum of 18 inches to the face of the street light pole on all sides.

Wherever there is an overhead utility that may conflict with the installation of the street light poles, those conflicts must be resolved between the developer and the utilities involved before the street light bases are installed at no expense to Eagle Mountain City. The resolution must be approved by Eagle Mountain City and Rocky Mountain Power.

6. Street lights placed between corners will be shown on the electrical construction drawing, and will indicate the direction that the street light will be aimed. Street lights at intersections may aim to the center of the intersection or may be set at a 90-degree angle along collector and larger roads.
7. Each street light will be installed so that the street light pole is located 24 inches from the top back of the curb to the center of the pole in a public utility easement or public right-of-way.
8. Street lights shall be located at least 10 feet from fire hydrants.

15.70.090 Underground distribution for new subdivisions.

A. General Requirements. Primary and secondary distribution facilities in all new subdivisions shall be installed underground and at the expense of the subdivider or developer. Such facilities shall be constructed in accordance with the specifications and standards adopted by the utility. The facilities shall be located in easements dedicated to the utility and in locations approved by the utility.

B. Right-of-Way Easements. Before any tracts of land or subdivision lots are sold, necessary right-of-way easements shall be executed between the owner of the entire subdivision or tract of land and the utility. Said easement shall constitute a covenant that shall be a part of, and shall run concurrently with, each and every subsequent deed transfer that involves any parcel of land located within the subdivision. Said covenant shall grant to utility whichever of the following provisions utility deems as being appropriate and necessary.

A suitable perpetual right-of-way easement that will permit the installation, operation, maintenance and replacement of all utility's distribution facilities and appurtenances required to serve every lot or tract of land in the subdivision, including the right of ingress and egress by utility and the right to trim trees and shrubbery, is required.

C. Equipment and Cable Labeling – Tagging and Color Coding. Electrical equipment shall be labeled on the outside of the equipment with unique labels that match the labeling shown on the electrical system drawings. The labels shall be self-adhering and permanent, and use black cutout lettering at least three inches in height. The labels shall be applied in a readily visible location on the front of transformers, and 200-ampere and 600-ampere sectionalizing enclosures. Labels shall be applied in a readily visible location on the front and back of pad-mounted switchgear.

Primary and secondary cables shall be color coded and/or tagged within all equipment. Color coding of primary cable phases shall be provided by applying one or more bands of white tape to the cable, proximate to the cable entrance of 200-ampere load break and 600-ampere dead break elbows, and cable terminations (pot heads or terminators). The phase color coding shall use one white band for Phase A, two white bands for Phase B and three white bands for Phase C. A space of approximately one-half inch shall be left between adjacent white bands.

Tagging of primary and secondary cables shall use write-on tags. Markers used to write on the tags shall have permanent (waterproof) ink. The tags shall indicate the designation of the nearest adjacent equipment from/to which the primary or secondary cable extends. It shall also designate the general direction to the nearest adjacent equipment. The direction designation shall use the directions north (N), south (S), east (E), west (W), northeast (NE), northwest (NW), southwest (SW), and southeast (SE), as applicable.

Tags shall be securely attached to cables using plastic or nylon cable ties to prevent the tags from falling off of the cables. The tags shall be placed near the cable entrance of 200-ampere load break and 600-ampere dead break elbows, and cable terminations (pot heads or terminators).

Tags used for tagging of primary and secondary cables shall be Allflex [phone number: (800) 989-8247] Catalog No. GXF-Y (bags of 100) or GFX-Y (each) or approved equal.

D. Street Lighting. Street lighting will be installed throughout all developments using the following criteria:

1. Street lights will be installed at all intersections with the only exception being where a four-way intersection has an offset of less than 100 feet.

2. Street lights will be installed with separation as required by Section 15.10.390 EMMC. ~~at a minimum spacing of 300 feet and a maximum spacing of 600 feet. They will be installed at the closest property line to the midpoint between the lights on either side.~~

3. Street lights placed between corners will be shown on the electrical construction drawing, and will indicate the direction that the street light will be aimed. Street lights at intersections may aim to the center of the intersection or may be set at a 90-degree angle along collector and larger roads.

~~4. Any street that extends more than 600 feet without an intersection will have a street light at approximately the midpoint.~~

~~54.~~ Each street light will be installed so that the street light pole is located 24 inches from the top back of the curb to the center of the pole in a public utility easement or public right-of-way.

~~65.~~ Streetlights shall be located at least 10 feet from fire hydrants.

~~76.~~ A ground wire shall be connected to the street light pole using NEC-approved methods and a separate ground wire shall be run from the pole base to the closest secondary pedestal or transformer. If the street light is fed from a secondary pedestal, an eight-foot by five-eighths-inch copper-clad ground rod must be installed at the pedestal, and street light ground will be attached to the ground rod using the NEC-approved connector.

~~87.~~ Pole. A 14-foot aluminum street light pole shall be used. The pole shall be manufactured by Holophane and shall be green with base. All bases must be embedded in concrete with a standard bolt pack. The hole shall be 20 inches in diameter and four feet deep unless approved otherwise by the energy department manager.

~~98.~~ Luminaire. The luminaire shall be of a style that is approved by the city in conformance with Chapter 17.56 EMMC.

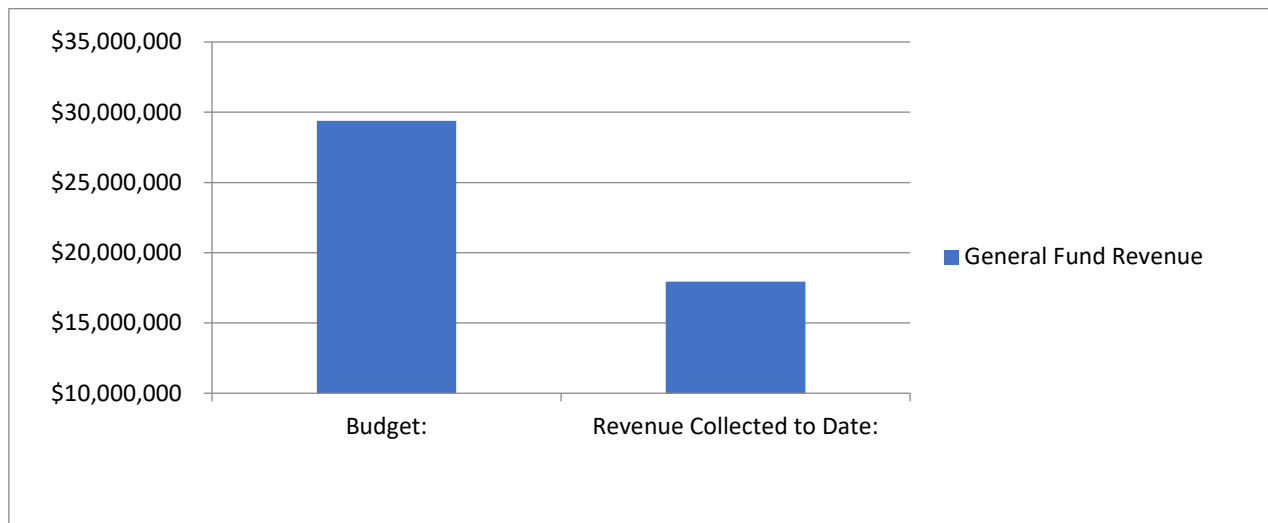
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through January 2023

GENERAL FUND

General Fund Revenues

Budget:	\$ 29,380,967
Revenue Collected to Date:	\$ 17,938,042
Percent of Total Budget Collected:	61%
Percent of Year Completed:	58%

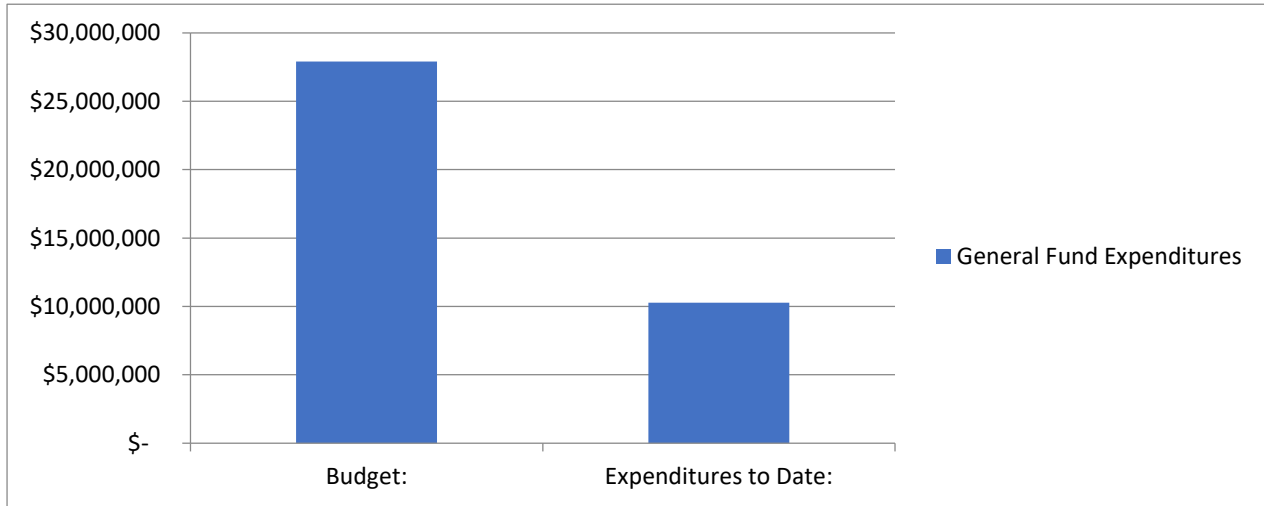


Revenue Analysis

Major Revenue Sources	Budget	To Date	% Collected
Taxes	\$ 16,430,317	\$ 10,231,845	62.27%
Licenses and Permits	\$ 25,000	\$ 14,959	59.84%
Planning Building & Eng Fees	\$ 5,756,500	\$ 1,370,327	23.80%
Intergovernmental Revenue	\$ 4,251,534	\$ 3,832,279	90.14%
Charges for Services	\$ 186,000	\$ 238,697	128.33%
Recreation	\$ 93,000	\$ 107,819	115.93%
Utility Revenue	\$ 3,500	\$ 6,633	189.51%
Fines & Forfeitures	\$ 107,000	\$ 161,642	151.07%
Miscellaneous Revenues	\$ 158,400	\$ 273,681	172.78%
Interfund Transfers	\$ 1,659,716	\$ 956,345	57.62%
Special Revenues & Resources	\$ 710,000	\$ 743,816	104.76%

General Fund Expenditures

Budget: \$ 27,904,217
Expenditures to Date: \$ 10,266,347
Percent of Total Budget Expended: 37%
Percent of Year Completed: 58%



Expense Analysis

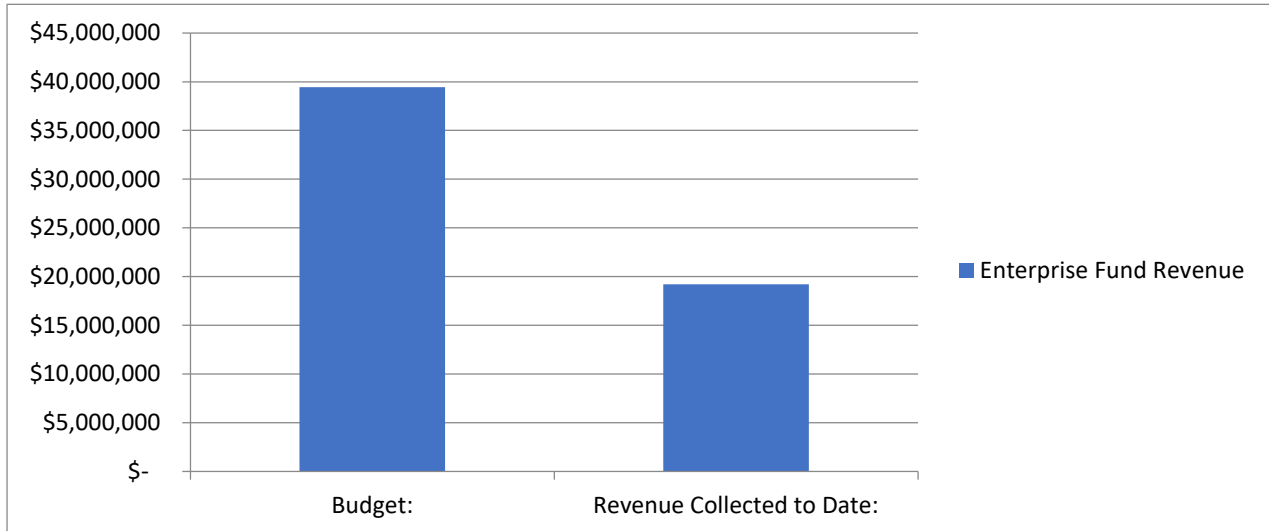
	Budget	To Date	% Expended
11 Executive	\$ 3,428,666	\$ 1,726,037	50%
18 Boards Commissions & Councils	\$ 2,513,963	\$ 831,572	33%
19 Non-Departmental	\$ 2,427,123	\$ 1,375,990	57%
21 Public Safety	\$ 5,461,011	\$ 1,904,598	35%
32 Planning & Zoning	\$ 1,495,081	\$ 502,805	34%
33 Building Inspections	\$ 1,576,899	\$ 690,433	44%
41 Public Works	\$ 6,223,338	\$ 3,234,913	52%
61 Interfund Transfers	\$ 4,778,136	\$ -	0%

Note:

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 39,432,774
Revenue Collected to Date: \$ 19,221,973
Percent of Total Budget Collected: 49%
Percent of Year Completed: 58%



Revenue Analysis

	Budget	To Date	% Received
51 Water Fund	\$ 23,783,425	\$ 11,084,884	47%
52 Sewer Fund	\$ 12,140,349	\$ 5,921,208	49%
57 Solid Waste Fund	\$ 2,263,000	\$ 1,401,022	62%
59 Storm Drain Fund	\$ 1,246,000	\$ 814,859	65%

Fund 51 - Water Fund:

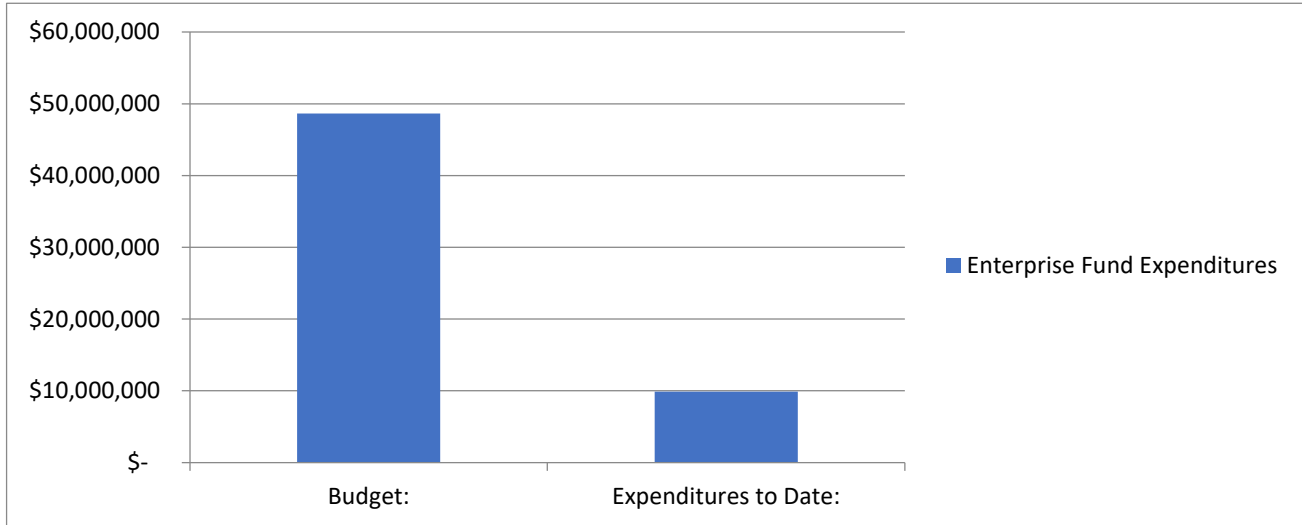
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	\$	48,653,493
Expenditures to Date:	\$	9,873,981
Percent of Total Budget Expended:		20%
Percent of Year Completed:		58%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
51 Water Fund	\$ 31,296,275	\$ 3,994,344	13%	58%
52 Sewer Fund	\$ 13,380,023	\$ 4,377,243	33%	58%
57 Solid Waste Fund	\$ 2,791,712	\$ 1,120,641	40%	58%
59 Storm Drain Fund	\$ 1,185,483	\$ 381,753	32%	58%

Note:

Water Fund includes \$22 M. for capital project funding.

Sewer Fund includes \$5.1 M. for capital project funding.

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.

Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses

Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.

Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 01/31/2023	Committed Balance	Available Balance	Projected Available Balance by 6/30/23**
11 - Water Impact Fee Fund	\$23,321,889	\$12,380,876	\$10,941,014	\$13,012,317
12 - Wastewater Impact Fee Fund	\$2,626,341	\$3,779,933	(\$1,153,592)	(\$601,574)
15 - Parks/Trails Impact Fee Fund	\$6,318,778	\$5,992,889	\$325,889	\$1,578,002
16- Public Safety Impact Fee Fund	\$60,584	\$0	\$60,584	\$82,698
17 -Stormwater Impact Fee Fund	\$3,113,103	\$2,364,256	\$748,847	\$1,027,563
18 -Transportation Impact Fee Fund	\$4,302,096	\$1,827,014	\$2,475,082	\$3,620,992

****Available balance + the average of the future facilities impact fee collected and projected out.**

*Unaudited figures - adjusting entries will be done throughout the fiscal year.

UPCOMING AGENDA ITEMS

Upcoming Items

Consolidated Fee Schedule Update – Impact Fees
City Mission Statement

Planning Items

AT&T Tower Site Plan
Citywide Rezone
Eagle Mountain Big Box Concept Plan
Eagle Mountain Pet Care Concept Plan
Eagle Quest East Master Development Agreement
Gardner Farms Concept Plan
Firefly (Pole Canyon) MDA/MDP Amendment
Rush Creek Rezone

Code Amendments

Architectural Standards
Parking Codes