



EAGLE MOUNTAIN CITY COUNCIL MEETING

February 20, 2024, 2:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

2:00 P.M. WORK SESSION - CITY COUNCIL CHAMBERS

PLEASE NOTE THE SPECIAL START TIME

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 [DISCUSSION - Community Development Block Grant](#)
[CDBG Memo to Council](#)
[Sample List - Eligible CDBG Activities](#)
- 1.C DISCUSSION - Old Airport Road Northern Alignment
[Airport Road Realignment Option 1](#)
[Airport Road Realignment Option 2](#)
[Airport Road Realignment Option 3](#)

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. AGREEMENTS

- 9.A [Purchase and Sale Agreement - Old Airport Road Right of Way - The Church of Jesus Christ of Latter-day Saints c/o Property Reserve, Inc](#)
[Purchase and Sale Agreement - LDS Church](#)
- 9.B [Firefly - First Amendment to Water Purchase Agreement - Oquirrh Wood Ranch, LLC](#)
[First Amendment to Water Purchase Agreement - Firefly](#)
- 9.C Separation Agreement

10. BOND RELEASES

- 10.A [Brylee Farms Phase A, Plat 4 - Out of Warranty](#)
[Bond Release Letter & Checklist](#)
[Recorded Plat](#)

11. CHANGE ORDERS

- 11.A [Change Order #1 - Cory B. Wride Memorial Park and Pony Express Booster Pumps - VanCon, Inc](#)
[Staff Report - City Council Meeting 03/05/2022](#)
[Staff Report - City Council Meeting 07/19/2022](#)
- 11.B [Change Order #4 - Wastewater Treatment Plant Headworks Facility - VanCon Inc](#)
[Exhibit - Summary of Partial Change Orders](#)
[Notes for EM Headworks PCO & Closeout](#)
[PCO #5 - Rev 3 - 10" drain line drop below manhole - City negotiated](#)
[PCO #9 Rev 1 Electrical Items - materials only](#)
[C-941 Change Order PCO #9 - Electrical CO's](#)
- 11.C [Change Order #2 - Smith Ranch Community Park - CXT Restroom](#)
[CXT Restroom - Change Order #2](#)

12. MINUTES

- 12.A [February 6, 2024 Minutes - Regular City Council Meeting](#)
[02.06.2024 CC Minutes - DRAFT](#)

13. RESOLUTIONS

- 13.A [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Amended and Restated Master Development Agreement for the Firefly Master Planned Community](#)
[EXHIBIT - First Amendment to Firefly ARMADA](#)
[RES--1st Amend Firefly MDA](#)

- 13.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing Staff to Vacate an Easement recorded with the Utah County Recorder's Office on August 22, 2000, Entry #56814:2000 upon approval of the Final Plat
RES--Vacation and Abandon Easement at Final Plat
Vacation and Abandonment Easement
Vicinity Map - Easement Location
- 13.C RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Letter of Support for the Tickville Gulch Grant
RES--Support Tickville Gulch Grant
LTR - Utah Water Quality Board Grant - Mayor
- 13.D RESOLUTION - A Resolution of Eagle Mountain City, Utah, Recognizing the Pony Express PRCA Rodeo Events as part of the Pony Express Days Celebration
RES--Recognizing Rodeo at Pony Express Days - Revised

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

- 14.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting an Official Zoning Map

BACKGROUND: *(Presented by Steve Mumford, Deputy City Administrator/Community Development Director)* The proposed Ordinance would adopt an official, updated, city-wide zoning map, which will be an interactive digital online map.

ORD--Zoning Map

15. PONY EXPRESS 27

- 15.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan from Community Commercial and Civic Uses/Schools to Neighborhood Residential Two.

BACKGROUND: *(Presented by Steven Lehmitz, Planner)* The proposed Ordinance would amend the Eagle Mountain General Plan for Utah County Parcel Number 58:040:0326 and a portion of 58:040:0228.

GP Amendment Exhibits

ORD--Pony Express 27 - GP Amend

- 15.B ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Parcel Number 58:040:0326 and a portion of 58:040:0228 from Village Core Commercial and Community Open Space to RC.

BACKGROUND: *(Presented by Steven Lehmitz, Planner)* The proposed ordinance would rezone Utah County Parcel Number 58:040:0326 and a portion of 58:040:0228 from Village Core Commercial and Community Open Space to RC.

ORD--Pony Express 27 - Rezone
Rezone Exhibits
Concept Plan - Pony Express 27

16. ORDINANCE

- 16.A [ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code to Repeal and Replace Chapter 2.16 City Administrator](#)

BACKGROUND: (*Presented by the City Council*) The proposed Ordinance changes the title of City Administrator to Chief Administrative Officer and clarifies the roles and duties of the position. This item is presented at the request of two City Councilmembers.

[ORD--EMMC 2.16 - City Admin](#)
[Exhibit--Chief Administrative Officer 2.16 - revision \(2\) 02.18.2024 \(clean copy\)](#)

17. LEGISLATIVE ITEMS

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

18. CITY COUNCIL/MAYOR'S BUSINESS

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

19. CITY COUNCIL BOARD LIAISON REPORTS

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

20. COMMUNICATION ITEMS

21. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this this 16th day of February, 2024, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	DISCUSSION - Community Development Block Grant		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Natalie Winterton, Admin

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:

Representatives from MAG will appear before the Council to gather feedback regarding the body's wishes for the City's future Community Development Block Grant funds. MAG will also guide the Council to create a decision-making process for its CDBG funds. Please see attached documents for additional information.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[CDBG Memo to Council](#)

[Sample List - Eligible CDBG Activities](#)

To: Eagle Mountain City Council
From: Natalie Winterton, Management Analyst/Grants Coordinator
Date: February 13, 2024
Subject: Work Session CDBG Discussion on 2/20/2024

During the City Council Work Session on February 20, 2024, Mountainland Association of Governments (MAG) will appear before the Council to gather feedback regarding the body's wishes for the City's future Community Development Block Grant funds. MAG will also guide the Council to create a decision-making process for the CDBG funds.

This memo provides background information and context to the CDBG program.

The City Council officially accepted entitlement status with the Dept. of Housing and Urban Development during the August 15, 2023, City Council meeting.

MAG has been contracted to help the City administer and report grant activities. The next step to prepare for the grant funds is to create a list of priority activities on which the City would like to spend the funds.

The CDBG funds can be used to benefit areas that have 51% or more households of Low to Moderate Income (LMI). These areas are determined by the service area of each particular project funded by CDBG funds. There are also several groups that are automatically considered to be eligible as recipients of CDBG funds, regardless of whether or not they live in an area that has 51% or more LMI households. These groups include the following:

- Abused children
- Elderly persons
- Battered spouses
- Homeless persons
- Adults meeting the Bureau of Census' definition of severely disabled adults
- Illiterate adults
- Persons living with AIDS

LMI is measured by County. Currently, Utah County's median household income is \$82,893. The upper threshold of LMI is 80% Area Median Income (AMI), or \$66,315 yearly income. For comparison, Eagle Mountain's median income is \$91,993. The threshold of \$66,315 would be about 72% of Eagle Mountain's AMI.

There is also an option for the City to use its CDBG funds to "Aid in the prevention or elimination of slums or blight" (HUD). HUD defines a structure as blighted, "when it exhibits

objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare” (HUD). Additionally, “blighted areas means areas that, by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health or welfare of the community.”

The City’s estimated CDBG allocation for FY2025 is ~\$240,000. Approximately 14%-16% will go to MAG for the administration of the grant paperwork.

The City is also allowed to allocate up to 15% of its CDBG funds to “sub-grantees” or non-profits that service Eagle Mountain individuals. (ex: MAG’s small business loan program, Tabitha’s Way food pantry, etc.). The sub-grantees ensure that Eagle Mountain’s contribution directly benefits Eagle Mountain residents. However, the process of selecting sub-grantees takes over nine months. Due to this being the City’s first year with CDBG, it is recommended that the City wait until next year to allocate money to sub-grantees.

If you have any questions about the CDBG program, please feel free to reach out to Management Analyst/Grants Coordinator Natalie Winterton or be prepared to ask the MAG representatives your questions on Feb. 20.

For additional background information about the CDBG program, please see the following resources:

- City Council [Agenda and attached materials](#) – August 15, 2023
- The [CDBG Handbook for Entitlements](#)
- Sample [list](#) of CDBG activities
- [City Council Approved Minutes](#) – August 15, 2023

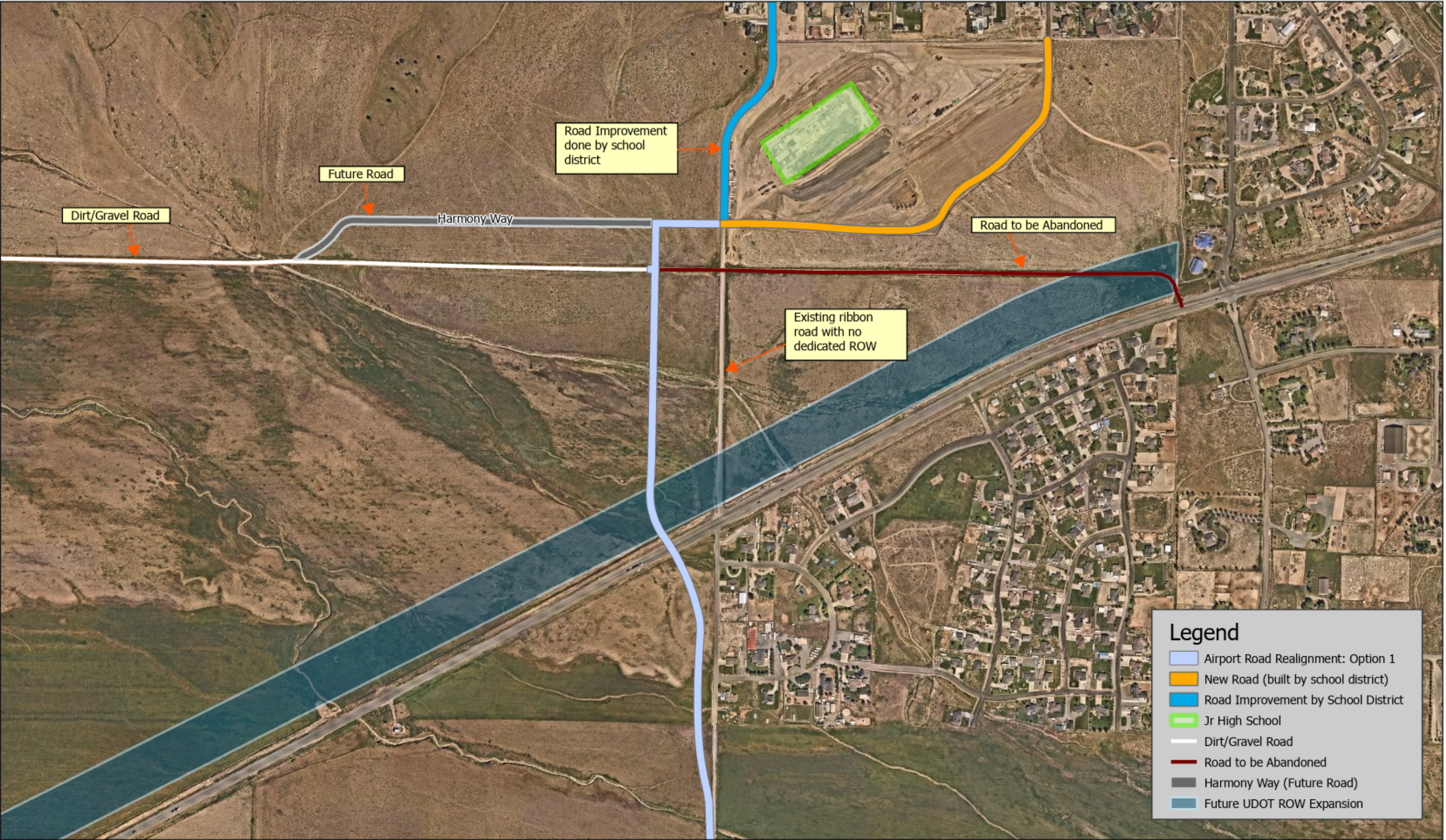
The following lists are examples of CDBG activities that are eligible under certain circumstances. This list is not exhaustive, but rather a sample listing.

Public Facilities and Improvements (General)	Acquisition of Real Property	Homeownership Assistance (not direct)
Senior Centers	Disposition	Rental Housing Subsidies
Handicapped Centers	Clearance and Demolition	Security Deposits
Homeless Facilities (not operating costs)	Cleanup of Contaminated Sites	Housing Counseling
Youth Centers	Energy Efficiency Improvements	Construction of Housing
Neighborhood Facilities	Lead Based Paint/Hazards Test/Abatement	Direct Homeownership Assistance
Parks, Recreational Facilities	Code Enforcement	Rehab; Single Unit Residential
Parking Facilities	Residential Historic Preservation	Rehab; Multi-Unit Residential
Solid Waste Disposal Improvements	Non-Residential Historic Preservation	Public Housing Modernization
Flood Drainage Improvements	CDBG Operation and Repair of Foreclosed Property	Rehab: Other Publicly Owned Residential Buildings
Water/Sewer Improvements		Energy Efficiency Improvements
Street Improvements		Acquisition for Rehabilitation
Sidewalks		Rehabilitation Administration
Child Care Centers		Lead Based Paint/Hazards Test/Abatement
Tree Planting		Residential Historic Preservation
Fire Station/Equipment		
Health Facilities		
Abused and Neglected Children Facilities		
Asbestos Removal		
Facilities for AIDS Patients (not operating costs)		
Privately Owned Utilities		

Public Services (General)
Operating Costs of Homeless/AIDS patients programs
Senior Services
Handicapped Services
Legal Services
Youth Services
Transportation Services
Substance Abuse Services
Battered and Abused Spouses
Employment Training
Crime Awareness
Fair Housing Activities (Subject to Pub. Services Cap)
Tenant/Landlord Counseling
Child Care Services
Health Services
Abused and Neglected Children
Mental Health Services
Screening for Lead Based Paint/Lead Hazards
Subsistence Payments
Homeownership Assistance (not direct)
Rental Housing Subsidies
Security Deposits
Housing Counseling
Interim Assistance
Urban Renewal Completion
Relocation
Loss of Rental Income
CDBG Assistance to Institutes of Higher Education

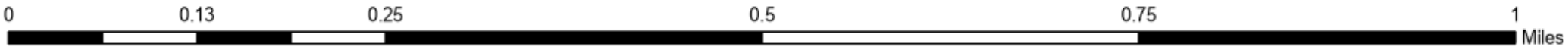
Rehab; Publicly or Privately-Owned Commercial/Industrial
CI Land Acquisition/Disposition
CI Infrastructure Development
CI Building Acquisition, Construction, Rehabilitation
Other Commercial/Industrial Improvements
ED Direct Financial Assistance to For-Profits
ED Technical Assistance
Micro-Enterprise Assistance

Airport Road Realignment Option 1

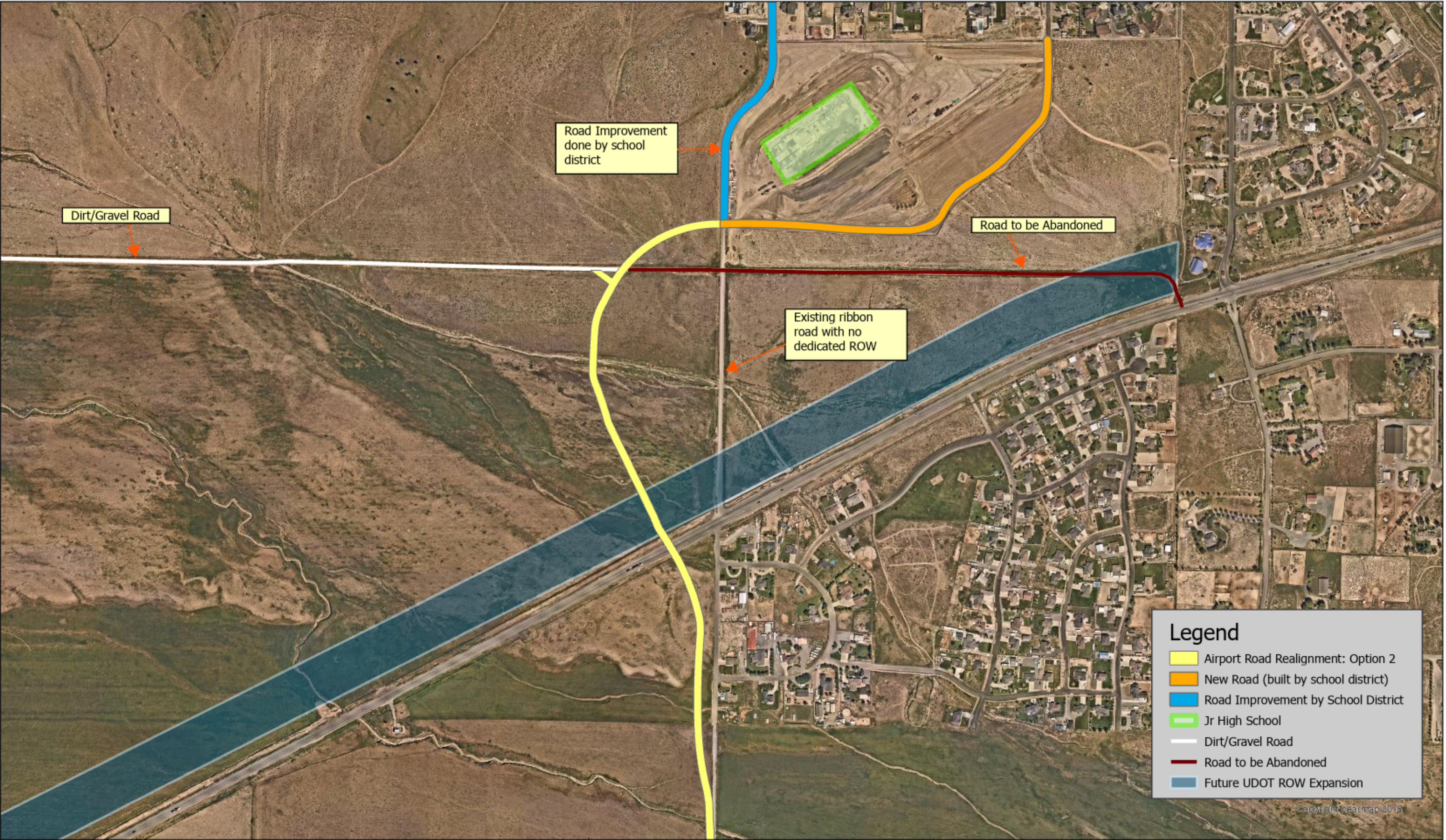


Legend

- Airport Road Realignment: Option 1
- New Road (built by school district)
- Road Improvement by School District
- Jr High School
- Dirt/Gravel Road
- Road to be Abandoned
- Harmony Way (Future Road)
- Future UDOT ROW Expansion



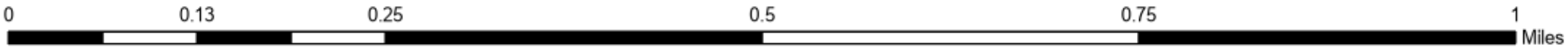
Airport Road Realignment Option 2



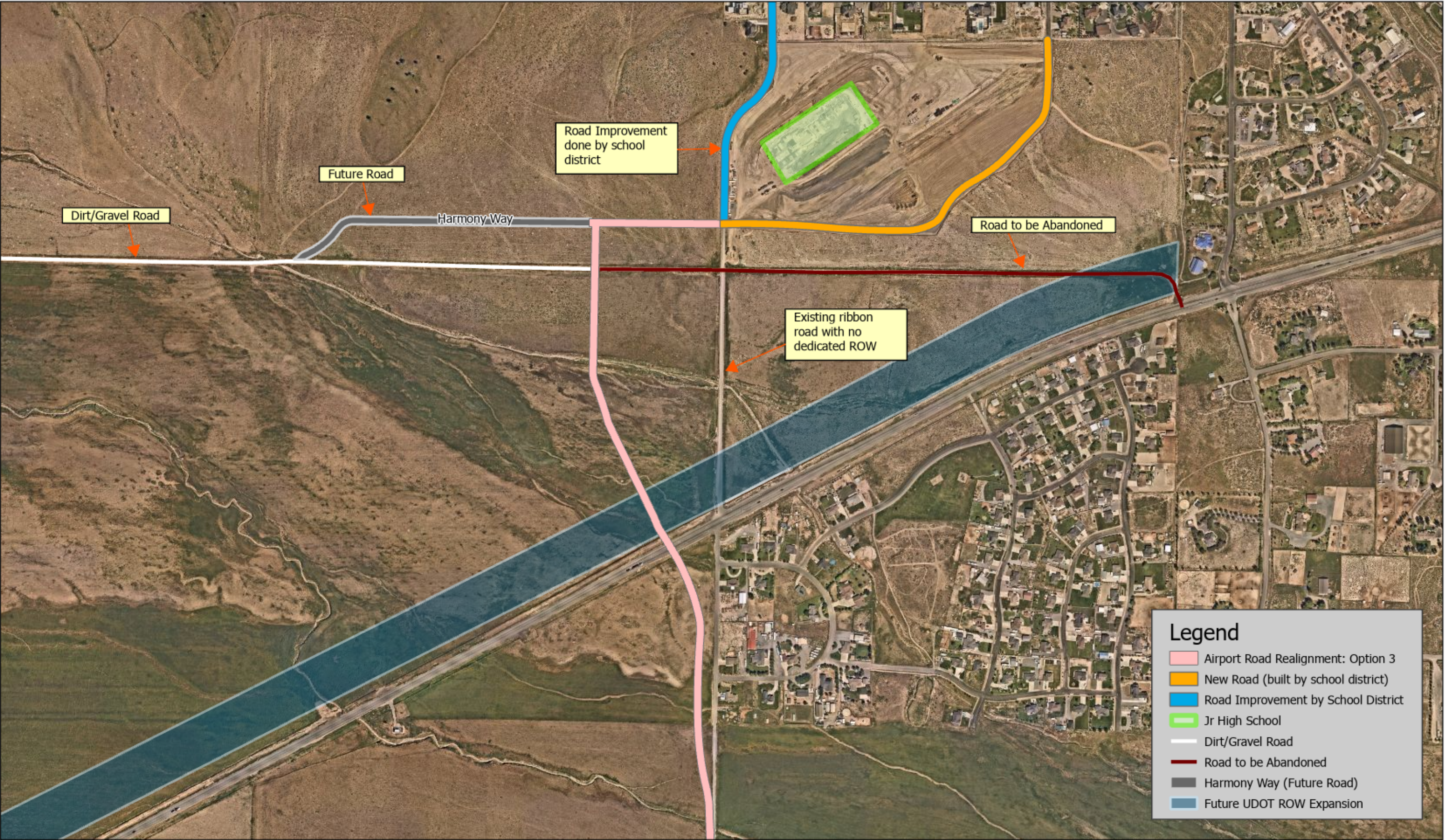
Legend

- Airport Road Realignment: Option 2
- New Road (built by school district)
- Road Improvement by School District
- Jr High School
- Dirt/Gravel Road
- Road to be Abandoned
- Future UDOT ROW Expansion

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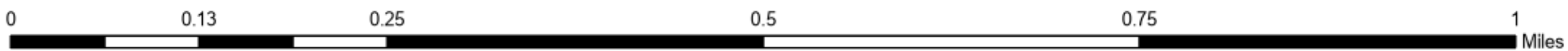


Airport Road Realignment Option 3



Legend

- Airport Road Realignment: Option 3
- New Road (built by school district)
- Road Improvement by School District
- Jr High School
- Dirt/Gravel Road
- Road to be Abandoned
- Harmony Way (Future Road)
- Future UDOT ROW Expansion





EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	Purchase and Sale Agreement - Old Airport Road Right of Way - The Church of Jesus Christ of Latter-day Saints c/o Property Reserve, Inc		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$240,000		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve a Purchase and Sale Agreement with the Church of Jesus Christ of Latter-day Saints c/o Property Reserve, Inc, for the purpose of an Old Airport Road Right of Way.

BACKGROUND:

This Purchase and Sale agreement will convey a 47-foot right of way to Eagle Mountain City for the construction of Old Airport Road through property owned by the Church of Jesus Christ of Latter-day Saints (c/o Property Reserve Inc.). The property is 2.82 acres being purchased at the appraised property value.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Purchase and Sale Agreement - LDS Church](#)

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2024 (the “Effective Date”), by and between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“Seller”), and **EAGLE MOUNTAIN CITY**, a municipal corporation and subdivision of the State of Utah (“Buyer”).

RECITALS

A. Seller is the owner of approximately 2.82 acres of real property located in Eagle Mountain City, Utah County, Utah, as depicted on Exhibit A-1 and described on Exhibit A-2, attached hereto and incorporated herein by this reference (the “Real Property”).

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Real Property, together with all rights, benefits, privileges and appurtenances pertaining thereto, upon the covenants, terms, conditions and provisions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Agreement – This Real Property Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2. Agricultural Lease – Defined in Section 9.1.5.

1.3. Back-Up Offers – Bona fide offers from any parties other than Buyer to purchase all or a portion of the Property.

1.4. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.5. Buyer – Defined in the introductory paragraph of this Agreement.

1.6. Buyer Parties – Defined in Section 15.

1.7. Buyer Representatives – Buyer’s City Engineer, City Administrator, Mayor, and City Council.

1.8. Buyer’s Consultants – The attorneys, lenders, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

- 1.9. Buyer's Default – A default by Buyer in any of its agreements, covenants, representations, warranties or other obligations under this Agreement.
- 1.10. CAP Amount – Defined in Section 15.
- 1.11. Cash – United States currency represented by wire transfer or other readily available funds.
- 1.12. Casualty Loss Value – Loss in value to the Property because of damage or casualty to the Property occurring after the Effective Date and prior to the Closing.
- 1.13. Closing or Close of Escrow – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed in favor of Buyer.
- 1.14. Closing Date – The date which is fifteen (15) days after the expiration of the Inspection Review Period or such earlier date as the parties agree to in writing.'
- 1.15. CRP Contracts. – Defined in Section 5.8.
- 1.16. Current Knowledge – With respect to Seller shall mean the current, actual knowledge of the Seller Representatives, and with respect to Buyer shall mean the current, actual knowledge of the Buyer Representatives, without any duty to investigate.
- 1.17. Deed – A special warranty deed or its equivalent in the state where the Real Property is located in the form of Exhibit 1.15 attached hereto.
- 1.18. Deposit – The initial deposit in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) in Cash, together with any and all interest accrued related thereto.
- 1.19. Effective Date – Defined in the introductory paragraph of this Agreement.
- 1.20. Escrow – The escrow created with Escrow Agent pursuant to this Agreement.
- 1.21. Escrow Agent – First American Title Insurance Company, 215 S. State Street, Suite 280, Salt Lake City, Utah 84111, Attn: Anna Irons, Phone: (801) 578-8849, Email: anirons@firstam.com.
- 1.22. Floor Amount – Defined in Section 15.
- 1.23. Gross Square Foot, Gross Square Feet, or Gross Square Footage – The total square feet within the exterior boundary of the Property, as defined by the Survey, without reduction for roadways, canals, ditches, easements, rights-of-way, encroachments, irrigation channels, railways, or other matters which may be revealed by the Survey.
- 1.24. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation

and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.25. Indemnitees – Seller’s employees, officers, divisions, subsidiaries, partners, members and affiliated companies and its and their employees, officers, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns.

1.26. Independent Consideration – Defined in Section 3.1.2.

1.27. Inspection Materials – The materials set forth in Section 5.2.

1.28. Inspection Review – Right of Buyer to inspect the Property and to conduct, review and approve any investigations, tests, analyses, studies or other matters deemed necessary by Buyer to determine the condition and fitness of the Property and the feasibility and desirability of acquiring the Property, as more fully set forth in Section 5.

1.29. Inspection Review Period – The period of time from the Effective Date until 5:00 p.m., Mountain Standard Time, on the date which is sixty (60) days thereafter.

1.30. Internal Approvals – Defined in Section 5.7.

1.31. Notice of Termination – A written notice delivered from Buyer to Seller stating Buyer’s intent to terminate this Agreement.

1.32. Opening of Escrow – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement and the Deposit.

1.33. Other Documents – Defined in Section 15.

1.34. Permitted Exceptions – All taxes and assessments against the Property which are not yet due and payable as of the Closing Date, all current zoning laws and restrictions relating to the Property, any patent claims, and all other matters affecting title to the Property contained in the Title Report or shown on the Survey that are deemed accepted by Buyer pursuant to the provisions of Section 6.2 of this Agreement.

1.35. Property – The Real Property, together with all easements, rights of way, and appurtenances running with or pertaining thereto. The Property shall **not** include (i) any water rights (except the right to connect to the water utility), or stock in water companies of any kind whatsoever, or (ii) any oil, gas, mineral, or subsurface rights of any kind, all of which shall be retained by Seller. The retention by Seller of oil, gas, mineral, or subsurface rights shall not include the right to enter upon the surface of the Property or to extract minerals or other substances from the Property above a depth of 500 feet.

1.36. Purchase and Sale Transaction – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.37. Purchase Price – Cash in an amount equal to Two Hundred Forty Thousand Dollars (\$240,000.00), as more fully set forth in Section 3.1.

1.38. Real Property – Defined in Recital A.

1.39. Seller – Defined in the introductory paragraph of this Agreement.

1.40. Seller Parties – Defined in Section 15.

1.41. Seller Representatives – Aaron Weight.

1.42. Seller's Default – A default by Seller in any of its agreements, covenants, representations, warranties or other obligations under this Agreement.

1.43. Survey – An ALTA/ACSM survey of the Property provided by Buyer, either by obtaining a new survey or updating any survey furnished by Seller, which survey shall be: (i) delivered to Seller and Buyer; and (ii) subject to Seller's reasonable approval solely in regard to determination of the Gross Square Footage of the Property in accordance with the terms of Section 6.1, hereof.

1.44. Title Company – First American Title Insurance Company, 215 S. State Street, Suite 280, Salt Lake City, Utah 84111, Attn: Anna Irons, Phone: (801) 578-8849, Email: anirons@firstam.com.

1.45. Title Objection Period – Twenty (20) days prior to the expiration of the Inspection Review Period.

1.46. Title Objections – Written objections by Buyer to Seller of any easements, liens, encumbrances, or other exceptions or matters disclosed in the Title Report or shown on the Survey.

1.47. Title Policy – A standard owner's policy of title insurance.

1.48. Title Report – A title commitment with respect to the Property issued by Escrow Agent and committing to issue a standard owner's policy of title insurance with respect to the Property, together with copies of all instruments referred to on Schedule "B" of such report.

2. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Property. The Property shall be purchased in accordance with, and subject to, the terms, conditions, and provisions fully set forth in this Agreement.

3. PURCHASE PRICE.

3.1. Amount of Purchase Price. The purchase price and consideration to be paid for the purchase of the Property shall be an amount equal to the Purchase Price. The Purchase Price shall be paid as follows:

3.1.1. Deposit. Buyer shall deposit with Escrow Agent the Deposit within two (2) Business Days of delivery to Escrow Agent of a fully executed original of this Agreement. The Deposit shall be held and disbursed by Escrow Agent in accordance with the provisions of Section 4 of this Agreement.

3.1.2. Independent Consideration. Promptly after Escrow Agent's receipt of the Deposit, Escrow Agent shall deliver to Seller One Hundred and No/100 Dollars (\$100.00) of the Deposit as further independent consideration (the "Independent Consideration") for Buyer's right to purchase the Property and Seller's execution and delivery of this Agreement. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing.

3.1.3. Balance of the Purchase Price. The Purchase Price, less the Deposit, shall be paid by Buyer to Seller at the Closing of the Purchase and Sale Transaction.

4. DISPOSITION OF DEPOSIT. Seller and Buyer hereby instruct Escrow Agent to hold the Deposit in a federally insured, interest-bearing account with no penalty for early withdrawal, and to disburse the Deposit as follows:

4.1. Distribution of Deposit to Buyer. If the Purchase and Sale Transaction for the Property is not consummated due to either (i) the timely termination of this Agreement by Buyer pursuant to an existing termination right under this Agreement in which the express terms of such termination right provide that Buyer is granted the right to receive the Deposit, or (ii) the termination of this Agreement by Buyer due to a material Seller's Default under this Agreement, then all portions of the Deposit, less the Independent Consideration, shall be paid and disbursed immediately to Buyer.

4.2. Distribution of Deposit to Seller. If the Purchase and Sale Transaction for the Property is not consummated due to (i) any termination of this Agreement by any party for any reason other than as expressly set forth in Section 4.1 above, or (ii) a Buyer's Default under this Agreement, then all portions of the Deposit, less the Independent Consideration, shall be paid and disbursed immediately to Seller.

4.3. Application of the Deposit to Purchase and Sale Transaction. If the Purchase and Sale Transaction is consummated, then the Deposit shall be applied at the Closing to the Purchase Price and shall be paid to Seller.

5. INSPECTION REVIEW PERIOD. During the Inspection Review Period, Buyer shall have the right to conduct the Inspection Review, all in accordance with the terms and provisions of this Section.

5.1. Inspection Review. Seller hereby grants to Buyer and Buyer's employees, contractors and agents, upon reasonable notice, a nonexclusive right and license to enter upon the Property, at Buyer's sole risk, to conduct the Inspection Review, and other inspections during the Inspection Review Period. Buyer will immediately repair any damage to the Property resulting from such entry upon, or testing of, the Property. Buyer shall indemnify, defend, save and hold Seller and the Indemnitees harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) caused by, or in any way related to, the acts or omissions of Buyer and its employees, contractors and agents during and in connection with the Inspection Review. Buyer shall furnish to Seller a Commercial General Liability Insurance Policy with a limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate, covering the activities of Buyer and its employees, contractors and agents while on the Property, and naming Seller as an additional insured, which policy shall be non-cancelable without thirty (30) days prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured is on Exhibit 5.1, attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, Buyer shall not have the right to perform an invasive or intrusive testing at, in, on or under the Property without the additional prior written consent of Seller, which consent may only be withheld in Seller's reasonable discretion.

5.2. Inspection Materials. If not already provided, within ten (10) days from the mutual execution and delivery of this Agreement, Seller agrees to deliver to Buyer (to the extent in Seller's possession or control), the following materials:

5.2.1. The Title Report;

- 5.2.2. The most recent survey of the Property, if any;
- 5.2.3. Copies of the Agricultural Lease and CRP Contracts; and
- 5.2.4. Environmental reports, if any;

Except for the foregoing, Seller shall have no additional obligations to provide any additional information.

5.3. Inspection Materials “AS IS.” In no event shall Seller be required to provide to Buyer any materials or documentation that are attorney work product or attorney-client privileged. All Inspection Materials are furnished to Buyer “AS IS” with no warranty or representations of any kind whatsoever from Seller.

5.4. Confidentiality. All Inspection Materials, and the results of any Inspection Review, shall be kept and maintained strictly confidential by Buyer and the contents thereof shall not be disclosed to any other party pursuant to the terms of this Agreement.

5.5. Termination Right. In the event that the results of Buyer’s Inspection Review are unsatisfactory to Buyer for any reason, or for no reason, then Buyer may terminate this Agreement prior to the expiration of the Inspection Review Period by giving Seller written Notice of Termination, whereupon all portions of the Deposit, less the Independent Consideration, shall be returned to Buyer in accordance with Section 4 of this Agreement, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Buyer does not timely terminate this Agreement prior to the expiration of the Inspection Review Period, then: (i) Buyer shall be deemed to have waived its right to terminate under this Section and to have approved the condition of the Property in all respects; and (ii) Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

5.6. Return of Documents. Should this Agreement be terminated for any reason, Buyer shall furnish to Seller within ten (10) days thereafter: (i) any and all Inspection Materials furnished to or obtained by Buyer, and (ii) copies of any surveys, reports and test results of any kind obtained by Buyer from third-party consultants with respect to the Property.

5.7. Internal Approvals. As of the Effective Date, Seller has not yet received all necessary written internal approvals of this Purchase and Sale Transaction and the authority to sell the Property (the “Internal Approvals”). The Internal Approvals may be granted or withheld in Seller’s sole discretion. It shall be an express condition precedent to the closing of this Agreement and the Purchase and Sale Transaction and the obligations of the parties under this Agreement that Seller shall have received the Internal Approvals prior to the end of the Inspection Review Period.

5.8. CRP Contracts. Seller hereby discloses, and Buyer acknowledges that the Real Property is subject to certain Conservation Reserve Program Contracts applicable to and appurtenant to the Real Property and other surrounding real property owned by Seller (the “CRP Contracts”). If Buyer proceeds to Closing and obtains title to the Property, Buyer shall be responsible for any costs, penalties, or repayment obligations arising under the CRP Contracts incurred by Seller or its tenant under the Agricultural Lease.

6. TITLE AND SURVEY REVIEW:

6.1. Survey. Buyer will, at Buyer's expense, during the Inspection Review Period, obtain the Survey. The Survey shall be certified to both Seller and Buyer. Seller will have the right to review and reasonably approve the Survey.

6.2. Title Objections. Buyer shall have until the Title Objection Period to make Title Objections. If Buyer fails to timely object to anything in the Title Report or Survey within the Title Objection Period, then the condition of title to the Property reflected on the Title Report and Survey will be deemed approved in all respects. If Title Objections are made within the Title Objection Period, Seller shall determine, in its sole discretion as to each Title Objection, whether or not Seller is willing or able to eliminate or obtain affirmative coverage over each of the Title Objections. Within ten (10) days of the expiration of the Title Objection Period, Seller may notify Buyer in writing as to those Title Objections that Seller will cause to be eliminated or insured over. If Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Title Objections, upon terms acceptable to Buyer, or Seller fails to respond to Buyer's Title Objections, then Buyer may, prior to the expiration of the Inspection Review Period, either (i) waive the Title Objections that Seller was unwilling or unable to cure, or (ii) terminate this Agreement prior to the expiration of the Inspection Review Period by giving Seller written Notice of Termination, whereupon all portions of the Deposit, less the Independent Consideration, shall be returned to Buyer in accordance with Section 4 of this Agreement, and neither Buyer nor Seller shall have any further right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event Seller's written notice indicates that Seller is unable or unwilling to eliminate or provide affirmative coverage over any Title Objections, or Seller remains silent as to the Title Objections, but Buyer does not terminate this Agreement prior to the expiration of the Inspection Review Period, then Buyer shall be deemed to have waived all such Title Objections, and Buyer and Seller shall continue to consummate the Purchase and Sale Transaction subject to all other terms and conditions set forth herein.

6.3. Title Policy. At the Closing, Escrow Agent shall issue to Buyer a Title Policy in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to all Permitted Exceptions and standard exceptions relating to a standard owner's policy of title insurance. Buyer may, at its expense, obtain extended coverage and/or such endorsements for the Property as Buyer may reasonably request or require. Obtaining extended coverage and/or any endorsements shall not be a condition or contingency of any Closing.

7. INTENTIONALLY DELETED.

8. CLOSING.

8.1. Time and Place. The Closing for the Purchase and Sale Transaction shall take place in the offices of Escrow Agent on the Closing Date.

8.2. Seller's Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent and Buyer, as applicable:

8.2.1. The Deed, fully executed and properly acknowledged, by Seller;

8.2.2. An amendment to the Agricultural Lease in form and substance acceptable to Seller and Buyer removing the Real Property from the Agricultural Lease;

8.2.3. An affidavit in the form of Exhibit 8.2.2 attached hereto, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2);

8.2.4. A settlement statement signed by Seller, which is reasonably acceptable to Seller and accurately reflects the payments, credits and prorations required herein;

8.2.5. An affidavit of title in such form as is reasonably required by Escrow Agent; and

8.2.6. Such other funds, instruments and documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).

8.3. Buyer's Closing Deliveries. At the Closing, Buyer shall deliver to Escrow Agent:

8.3.1. The funds required by Section 3 of this Agreement together with any prorations and other fees related to the Closing;

8.3.2. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits and prorations required herein; and

8.3.3. Such other funds, instruments and documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

8.4. Prorations and Closing Costs.

8.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. Seller shall pay the premium for standard coverage in connection with the Title Policy for the Closing. Buyer shall pay the cost of the Survey, any extended coverage and/or endorsements that Buyer desires in connection with the Title Policy, and any lender's title policy. Buyer shall be responsible for any costs, penalties, or repayment obligations arising under the CRP Contracts incurred by Seller or the tenant under the Agricultural Lease due to this transaction. Recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Buyer in the manner customary for commercial real estate transactions in the county in which the Property is located.

8.4.2. All real property taxes and assessments accrued for the current year shall be prorated between the parties as of the Closing, but any and all farmland assessment rollback taxes or similar deferred taxes shall be the responsibility of Buyer.

8.5. Possession. Buyer shall be entitled to possession of the Property on the Closing Date.

9. REPRESENTATIONS AND WARRANTIES.

9.1. Seller Representations. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents and warrants to Buyer that:

9.1.1. Organization and Standing. Seller is duly formed, validly existing and in good standing under the laws of the State of its formation. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant

to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

9.1.2. Binding Agreement. Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Seller in accordance with their terms.

9.1.3. No Condemnation. Seller has not received any written notice of condemnation or eminent domain proceedings with respect to the Property, and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property.

9.1.4. No Litigation. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

9.1.5. No Tenants. Except for the tenant under that certain existing agricultural lease between Seller and Holbrook Long Ridge LC, a Utah limited liability company, dated February 1, 2020, as amended by that certain First Amendment to Agricultural Lease dated April 14, 2022 (collectively, the "Agricultural Lease"), there are no tenants or other parties in possession of any part of the Property other than Seller. Per Section 8.2.2, the Agricultural Lease will be amended at or before Closing to remove the Property from the premises covered by the Agricultural Lease.

9.1.6. No Material Alterations to the Property. From and after the Effective Date, Seller shall not intentionally make any material alterations to the improvements on the Property, except in the ordinary course of business.

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing shall be a condition precedent to Buyer's obligations to purchase the Property and otherwise perform under this Agreement. All representations and warranties by Seller set forth in this Agreement shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. All claims made during such six (6) month period shall survive such six (6) month period until resolved.

9.2. Buyer's Representations. Buyer, to Buyer's Current Knowledge, as of the date of this Agreement and again at the Closing, represents and warrants to Seller that:

9.2.1. Organization and Standing. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

9.2.2. Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they shall be binding and enforceable against Buyer in accordance with their terms.

The truth of the foregoing representations and warranties on and as of the Effective Date and on and as of the Closing shall be a condition precedent to Seller's obligations to sell the Property and otherwise perform under this Agreement. All representations and warranties by Buyer set forth in this Agreement shall survive the execution and delivery of this Agreement, the recording of the Deed and the Closing for a period of six (6) months. All claims for breach of such representations and warranties must be made during such six (6) month period. All claims made during such six (6) month period shall survive such six (6) month period until resolved.

10. "AS IS" PURCHASE.

10.1. Disclaimer. Except as set forth in Section 9 above, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials, including, but not limited to, the following: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any laws or any other federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose; (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials; or (viii) the existence, availability, design, construction, or future installation of infrastructure, improvements, utilities, and the like surrounding or servicing the Property.

10.2. Acceptance. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS SET FORTH IN SECTION 9, THE PROPERTY SHALL BE SOLD AND BUYER SHALL ACCEPT TITLE AND POSSESSION OF THE PROPERTY ON THE CLOSING DATE "**AS IS, WHERE IS, WITH ALL FAULTS**" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN SECTION 9, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY.

10.3. Release and Indemnity. EXCEPT WITH RESPECT TO SELLER'S BREACH OF ANY WARRANTY SET FORTH IN SECTION 9, BUYER HEREBY EXPRESSLY RELEASES AND INDEMNIFIES SELLER FROM ANY FAULT, INJURY, DAMAGE, COST, EXPENSE, SUIT, CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY OF ANY KIND WHATSOEVER IN CONNECTION WITH THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, EACH OF THE SPECIFIC ITEMS DISCLAIMED BY SELLER IN SECTION 10.1 ABOVE. THE RELEASE AND INDEMNITY DESCRIBED HEREIN WILL SURVIVE THE CLOSING AND DELIVERY OF THE DEED.

10.4. BUYER'S WAIVER OF OBJECTIONS. Notwithstanding anything to the contrary herein, Buyer and Seller acknowledge that any written disclosures or discovery made by Buyer prior to the Closing shall constitute notice to Buyer of the matter disclosed or discovered, and Seller shall have no further liability if Buyer thereafter consummates the transaction contemplated hereby.

10.5. ENVIRONMENTAL RELEASE/INDEMNITY. BUYER EXPRESSLY ASSUMES THE RISK THAT ANY HAZARDOUS MATERIALS ARE OR HEREAFTER MAY BE LOCATED ON THE PROPERTY. FROM AND AFTER THE CLOSING, BUYER HEREBY INDEMNIFIES, AND AGREES TO FOREVER ACQUIT, RELEASE AND DISCHARGE, AND

WAIVE, ALL RIGHTS AND CLAIMS TO CONTRIBUTION FROM SELLER AND THE INDEMNITEES, AND SELLER'S AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL JUDGMENTS, CLAIMS, EXPENSES (INCLUDING ATTORNEYS' AND OTHER CONSULTANTS' REASONABLE FEES AND COSTS), CAUSES OF ACTION, DAMAGES, LIABILITIES, INCLUDING WITHOUT LIMITATION, ALL FORESEEABLE AND ALL UNFORESEEABLE CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT OF: (I) THE USE, GENERATION, STORAGE, DISPOSAL, RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS ON THE PROPERTY; AND (II) THE COST OF ANY REASONABLY NECESSARY INVESTIGATION, REPAIR, CLEANUP, REMEDIATION OR DETOXIFICATION OF THE PROPERTY AND OTHER AFFECTED PROPERTY AND THE PREPARATION OF ANY CORRECTIVE ACTION, CLOSURE OR OTHER REQUIRED PLANS OR REPORTS TO THE FULL EXTENT THAT SUCH ACTIONS ARE ALLEGED TO BE ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OR USE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, OR DISPOSAL OF HAZARDOUS MATERIALS BY ANY PERSON AND RELATED TO OR INVOLVE THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL NOT MERGE WITH THE DEED AND SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED.

10.6. INTENTIONALLY DELETED

10.7. Material Inducement. Buyer hereby agrees and acknowledges that the terms and conditions of this Section are a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer all or any part of the Property to Buyer without Buyer's express agreement to the terms and conditions of this Section.

11. RISK OF LOSS.

11.1. Risk of Loss. Subject to the provisions of this Section set forth below, the risk of loss with respect to the Property will be upon Seller with respect to any executory period related to this Agreement.

11.2. Condemnation. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at the Closing (i) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of the Closing, and (ii) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof, and Buyer shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted or reduced for any such proceedings or for any land taken by condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

11.3. Casualty.

11.3.1. Minor Casualty. If the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to five percent (5%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

11.3.2. Major Casualty. If the Casualty Loss Value, as estimated by Seller in Seller's sole but reasonable discretion, is more than five percent (5%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the Valuation Loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as otherwise provided herein, without any adjustment to the Purchase Price.

12. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Purchase and Sale Transaction based on any act by, or agreement or contract with, the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

13. REMEDIES.

13.1. Buyer's Remedies. In the event of a Seller's Default, Buyer shall give Seller written notice of such default and thereafter Seller shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, provided that Seller commences such cure within the initial ten (10) Business Day period and thereafter diligently pursues the cure to completion). In the event that Seller fails to cure Seller's Default within the cure period, Buyer may, as Buyer's sole remedies for such Seller's Default: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction; (ii) cancel this Agreement in accordance with Section 13.34 below and receive a refund of the Deposit, less the Independent Consideration; or (iii) bring an appropriate action for specific performance of this Agreement. All rights and remedies contained in this Section shall be non-cumulative and exclusive. In no event shall Buyer be entitled to any punitive, special, or consequential damages of any kind.

13.2. Seller's Remedies. In the event of a Buyer's Default, Seller shall give Buyer written notice of such default and thereafter Buyer shall have ten (10) Business Days to cure such default (or such longer period if such is reasonably necessary in order to cure the default, not to exceed thirty (30) days, and then only if Buyer commences such cure within the initial ten (10) Business Day period, and thereafter, diligently pursues the cure to completion). Notwithstanding the foregoing, Buyer's failure to consummate the Purchase and Sale Transaction on the Closing Date shall be a Buyer's Default hereunder that is not subject to a cure period.

IN THE EVENT THAT BUYER FAILS TO CURE A BUYER'S DEFAULT AND CLOSE THE TRANSACTION CONTEMPLATED HEREBY WITHIN THE APPLICABLE CURE PERIOD (IF ANY), SELLER'S SOLE AND EXCLUSIVE REMEDY, IN SELLER'S SOLE DISCRETION, IS TO TERMINATE THIS AGREEMENT AND TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES, SELLER AND BUYER HEREBY AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT AND/OR IMPOSSIBLE TO FIX THE AMOUNT OF SELLER'S ACTUAL DAMAGES AND FURTHER AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT SELLER MIGHT BE DAMAGED AS A RESULT OF BUYER'S FAILURE TO PERFORM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, SELLER SHALL RETAIN ALL ITS RIGHTS PURSUANT TO THIS AGREEMENT, AT LAW, AND/OR IN EQUITY, AND NOTHING CONTAINED IN THIS SECTION WILL LIMIT THE LIABILITY OF BUYER UNDER (I) ANY

INDEMNITY PROVIDED BY BUYER UNDER THIS AGREEMENT; (II) ANY OF THE DOCUMENTS AND INSTRUMENTS EXECUTED AND DELIVERED TO SELLER PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR (III) ANY ACTIONS COMMENCED AFTER THE CLOSING WITH RESPECT TO ANY OBLIGATION OR REPRESENTATION OF BUYER, WHICH BY THE TERMS OF THIS AGREEMENT SURVIVES THE CLOSING, INCLUDING BUT NOT LIMITED TO, PROVISIONS REGARDING CONFIDENTIALITY AND PAYMENT OF BROKERAGE FEES. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

13.3. Reliance on Title Policy. Notwithstanding anything contained in this Agreement to the contrary, with respect to all matters affecting title to the Property (and/or any portion thereof), and any liens or other encumbrances affecting the Property (and/or any portion thereof), Buyer acknowledges and agrees that if Buyer has any claim under the Title Policy, Buyer agrees that it will look first to the Title Policy for recovery on such claim. This Section shall survive the Closing.

13.4. Consequential and Punitive Damages. Each of Seller and Buyer waive any right to sue the other for any consequential or punitive damages for matters arising under this Agreement (it being understood that each of Seller and Buyer have waived the right to obtain incidental, special, exemplary or consequential damages in connection with any default of Buyer or Seller respectively, or otherwise, which, in the case of Buyer, include, without limitation, loss of profits or inability to secure lenders, investors or buyers). This Section shall survive the Closing or termination of this Agreement.

14. TERMINATION. If Buyer or Seller elects to terminate this Agreement pursuant to a right granted herein, the terminating party shall give written Notice of Termination to the other party and Escrow Agent. Upon termination by notice as set forth in the preceding sentence, or upon an automatic termination in accordance with the terms of the Agreement, Escrow Agent shall disburse the Deposit, less the Independent Consideration, in accordance with Section 4 above and return all documents deposited in Escrow to the party who supplied the documents. Upon delivery of money and documents, this Agreement and Escrow will be deemed terminated, and except as expressly provided in this Agreement, neither party will have any further liability or obligation under this Agreement. Upon termination of the Agreement because of a default by a party, the defaulting party shall be liable for and shall pay any escrow termination fees or costs; otherwise, upon any termination Seller and Buyer shall each pay half of any such fees and costs.

15. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, Buyer on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns (collectively, "Buyer Parties") hereby agrees that, except for Seller, in no event or circumstance shall any of Seller's members, affiliates and related entities (collectively, "Seller Parties") have any personal liability under this Agreement. Seller hereby agrees that in no event or circumstance shall any of the Buyer Parties other than Buyer have any personal liability under this Agreement. Notwithstanding anything to the contrary contained herein: (a) the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer (including, without limitation, for any breach of any representation, warranty and/or covenant of Seller) under this Agreement or any documents executed pursuant hereto or in connection herewith, including, without limitation, the exhibits attached hereto (collectively, "Other Documents") shall, under no circumstances whatsoever, exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) ("CAP Amount"); and (b) no claim by Buyer alleging a breach by Seller of any representation, warranty and/or covenant of Seller contained herein or any of the Other Documents may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by Buyer alleging a breach by Seller of any such representation,

warranty and/or covenant, is for an aggregate amount in excess of Five Thousand and 00/100 Dollars (\$5,000.00) ("Floor Amount"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the CAP Amount set forth in clause (a) above; provided, however, that if any such final judgment is for an amount that is less than or equal to the Floor Amount, then Seller shall have no liability with respect thereto. Any claim under clause (a) or (b) above shall be brought by Buyer no later than the date that is nine (9) months after the Closing Date or such claims shall be forever waived by Buyer and Seller shall have no liability with respect thereto.

16. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.

17. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, e-mail, facsimile, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER:

The Church of Jesus Christ of Latter-day Saints
c/o Property Reserve, Inc.
51 S. Main Street, Suite 301
Salt Lake City, UT 84111
Attn: Aaron Weight
Email: aweight@pripd.com

WITH A
COPY TO:

Kirton McConkie
50 East South Temple Street, Suite 400
Salt Lake City, Utah 84111
Attn: Robert C. Hyde & Ryan Wallace
E-mail: rhyde@kmclaw.com; rtwallace@kmclaw.com

BUYER:

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

WITH A
COPY TO:

Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
Attn: City Attorney
Email: mdraper@emcity.org

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, e-mail, on the date of delivery to the overnight courier service, if such a service

is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyer shall be given to Escrow Agent at the address listed in Section 1.

18. MISCELLANEOUS.

18.1. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

18.2. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

18.3. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

18.4. 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 any 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. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

18.5. SURVIVAL. Only where specifically so provided herein shall any of the covenants, agreements, representations, warranties and indemnities set forth in this Agreement survive the Closing. Any such matters that survive the Closing pursuant to the terms of this Agreement shall be subject to any time limitations set forth herein, and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of the covenants, agreements or warranties or for material misrepresentation and indemnity made in writing during the applicable time period limitation shall survive such period.

18.6. SUCCESSORS AND ASSIGNS. Seller shall have the right to assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to the Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer shall not have the right to assign, transfer or convey any of its rights, interests or obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may grant or withhold in Seller's sole discretion. Notwithstanding the preceding sentence, Buyer may assign its rights and obligations under this Agreement to an affiliated entity without the consent of Seller, provided Buyer remain obligated under the terms and conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

18.7. BACK-UP OFFERS. From and after the date hereof, if Seller receives one or more Back-up Offer, Seller shall have the right to accept such Back-up Offers. If the Closing under this Agreement is not consummated on the terms described herein, then Seller shall be entitled to consummate any one or more of the sales provided in any Back-Up Offer which Seller desires to consummate and Seller shall have no further obligation of any kind to Buyer.

18.8. NO THIRD-PARTY BENEFICIARY. No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

18.9. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

18.10. CONFIDENTIALITY. Buyer hereby agrees to cause the respective directors, officers, employees, contractors, and other personnel, agents and representatives of Buyer to hold, in strict confidence, and not disclose to any other person without the prior written consent of Seller, any of the information with respect to the Purchase and Sale Transaction. Notwithstanding anything to the contrary hereinabove set forth, Buyer may disclose such information (i) on a need-to-know basis to its employees and Buyer's Consultants in connection with the Purchase and Sale Transaction, and (ii) as any court or governmental agency or political subdivision of the State of Utah, including Buyer, may require in order to comply with applicable laws, including without limitation the Utah Government Records Access and Management Act (GRAMA). Further, Buyer acknowledges and agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction shall be made and no information with respect to this transaction shall be given to any media. Each party shall instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this Section. The provisions of this Section shall survive any termination of this Agreement. Notwithstanding the foregoing, this provision shall not apply to any public meeting or public hearing held in relation to this Agreement in compliance with the Utah Open and Public Meetings Act.

18.11. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

18.12. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

18.13. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

18.14. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

18.15. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement. A copy, facsimile or email transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

[Signatures Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: Tyler Buswell
Its: Authorized Agent

BUYER:

EAGLE MOUNTAIN CITY,
a municipal corporation and subdivision of the State of Utah

By: _____
Name: Tom Westmoreland
Its: Mayor

Attest:

Fionnuala Kofoed
City Recorder

Approved to Form:

Marcus Draper
City Attorney

ESCROW AGENT ACCEPTANCE

This Real Property Purchase and Sale Agreement (the “Agreement”), and the Deposit, are accepted and Escrow is opened this ____ day of _____ 2023. Escrow Agent hereby agrees to act as Escrow Agent as defined in the Agreement and to perform its duties in accordance with the provisions of the Agreement. Further, Escrow Agent agrees to act as “the person responsible for closing” the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

EXHIBITS

Exhibit A-1	-	Real Property Depiction
Exhibit A-2	-	Legal Description
Exhibit 1.15	-	Deed
Exhibit 5.1	-	Insurance Certificate
Exhibit 8.2.2	-	Affidavit

REAL PROPERTY DEPICTION

Real property located in Eagle Mountain City, Utah County, Utah described as follows:

Approximately 2.82 acres constituting a portion of Utah County Parcel Number 58:047:0010 as depicted below and with a legal description to be determined and agreed upon by Buyer and Seller during the Due Diligence Period.

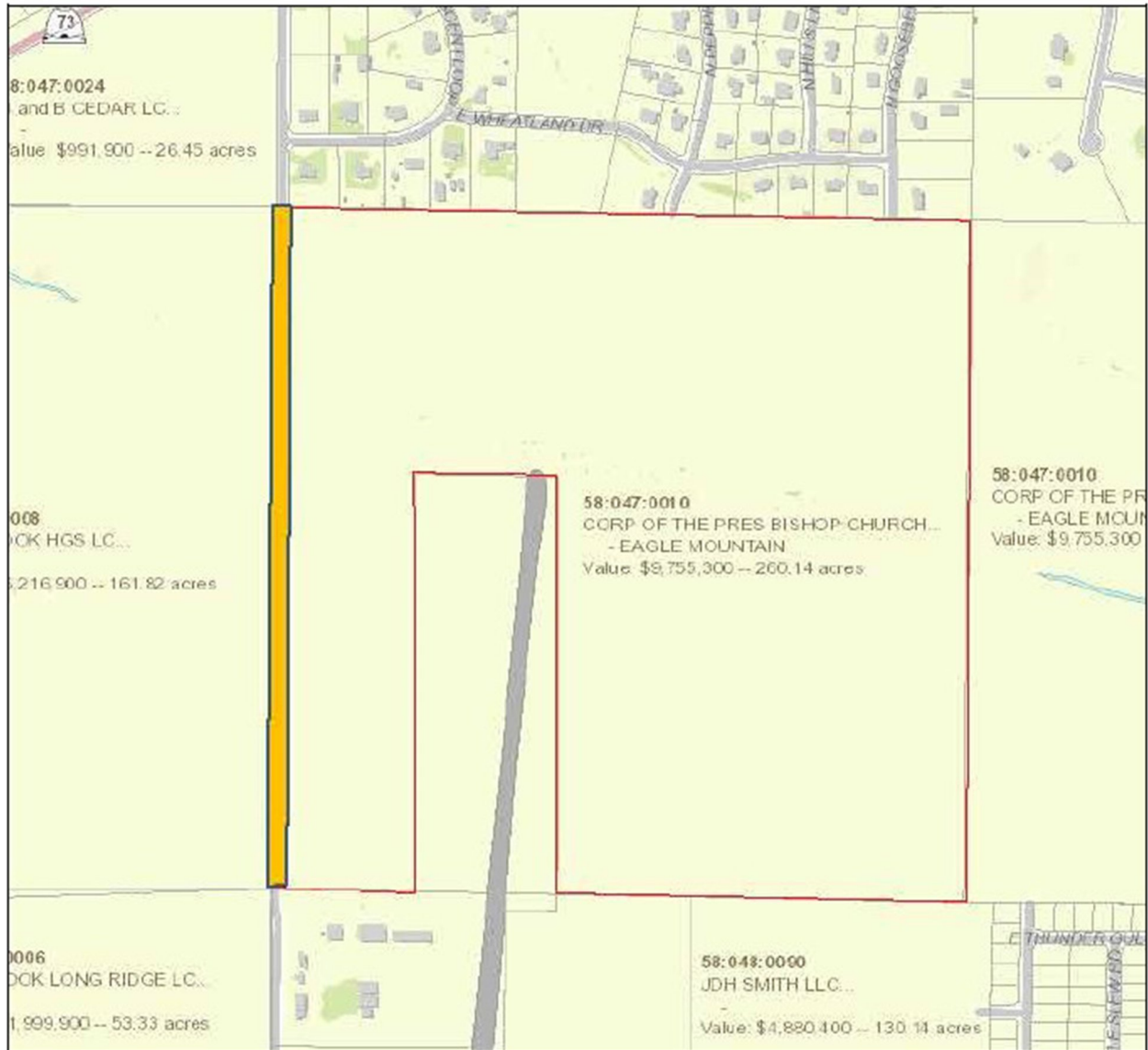


EXHIBIT A-2

REAL PROPERTY DESCRIPTION

That certain real property located in Eagle Mountain City, Utah County, Utah, specifically described as follows:

[Insert before execution]

EXHIBIT 1.15

FORM SPECIAL WARRANTY DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attn: _____

APN: _____

(space above for Recorder's use only)

SPECIAL WARRANTY DEED

In consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Grantor"), hereby conveys and warrants against only those claiming by, through or under it (and no others), to the _____, a _____, whose address is _____ ("Grantee"), all right, title and interest in and to the real property located in _____, and described as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

TOGETHER with all easements, rights and hereditaments appurtenant thereto and all improvements located thereon;

SUBJECT TO current taxes and assessments and to the reservations, easements, covenants, conditions, restrictions, and other rights, interests or matters of record or enforceable at law or equity; and

RESERVING specifically unto Grantor all water rights, including shares of stock in water companies, minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, under the above-described land, provided that Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

[Signature and Acknowledgment Follow]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of the _____ day of _____, 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Ashley Powell, Authorized Agent

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

Acknowledged before me this _____ day of _____, 20__, by Ashley Powell, the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

Notary Public

EXHIBIT 5.1

INSURANCE CERTIFICATE

[Insert before execution]

EXHIBIT 8.2.2

**AFFIDAVIT PURSUANT TO
SECTION 1445 OF THE INTERNAL REVENUE CODE**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign person for purpose of U.S. income taxation. If Seller is a corporation, trust, partnership or estate, Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. If Seller is a corporation, trust, partnership or estate, transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii).
3. Seller's U.S. employer identification number is _____.
4. Seller's office address is: _____.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge, it is true, correct and complete. I further declare that I have authority to sign and deliver this certificate on behalf of Seller.

DATED as of _____, 20____.

THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: _____
Ashley Powell, Authorized Agent



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	Firefly - First Amendment to Water Purchase Agreement - Oquirrh Wood Ranch, LLC		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:	Oquirrh Wood Ranch		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve the First Amendment to Water Purchase Agreement with Oquirrh Wood Ranch, LLC for the Firefly project.

BACKGROUND:

In January 2023, the City entered into a water purchase agreement with Oquirrh Wood Ranch for the Firefly development. The agreement contemplated selling 1,000 acre feet of water from existing contracts with the Central Utah Water Conservancy District ("CUWCD") and an additional 3,000 acre feet that the City had applied for from CUWCD. CUWCD awarded the City 2,000 acre feet upon certain conditions.

The amendment is being proposed to recognize that CUWCD awarded the City 2,000 acre feet, not 3,000 acre feet. It also removes provisions relating to the City's failure to satisfy the condition precedent to obtain the Cook Well, as that provision has been satisfied. The final change relates to amending the takedown schedule to mirror the City's takedown requirements with CUWCD.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[First Amendment to Water Purchase Agreement - Firefly](#)

FIRST AMENDMENT TO WATER PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO WATER PURCHASE AGREEMENT (the “Amendment”) is made and entered into this ____ day of _____, 2024, by and among Oquirrh Wood Ranch, LLC, a Utah limited liability company (“OWR”); and Eagle Mountain City, a Utah municipality (“City”). OWR and City may be referred to herein as a “Party” and collectively the “Parties.”

RECITALS

A. On January 24th, 2023, the Parties entered into a Water Purchase Agreement (the “Original Agreement”) wherein, among other things, the City agreed to sell, and OWR agreed to purchase, certain water for municipal use by OWR in its project known as “Firefly.”

B. The Original Agreement establishes that the City will sell OWR 1,000 acre-feet of water already available for purchase pursuant to existing agreements between the City and the Central Utah Water Conservancy District (the “District”). Additionally, the Original Agreement anticipates that the City will secure the right to purchase an additional 3,000 acre-feet of water from the District and then sell such additional water to OWR.

C. The City has executed a conditional contract with the District to purchase an additional 2,000 acre-feet of District water (the “New District Agreement”). The New District Agreement sets forth the timing and quantity of water to be purchased by the City from the District and is conditioned upon the City’s adoption of new water conservation standards (the “Water Efficiency Standards”). The City adopted the Water Efficiency Standards on December 5th, 2023.

D. The City has satisfied the condition precedent contained in the New District Agreement and intends to sell the additional 2,000 acre-feet secured thereby to OWR pursuant to the terms of the Original Agreement and as otherwise set forth in this Amendment.

E. Accordingly, the Parties desire to amend the Original Agreement to reflect the amount of additional water (2,000 acre-feet) that the City will acquire from the District as well as the total water (3,000 acre-feet) to be purchased by OWR.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AMENDMENT

1. **Effect of Amendment.** To the extent the terms of this Amendment modify or conflict with any provision of the Original Agreement, the terms and conditions of this Amendment shall control. All other terms of the Original Agreement, including all definitions contained therein, not modified by this Amendment shall remain the same and in full force and effect.

2. **Effective Date.** OWR and the City are both parties to the Amended and Restated Development Agreement for Firefly (“ARMDA”). OWR has submitted an application to amend the ARMDA (the “ARMDA Amendment”) to update, among other things, Exhibit E to the ARMDA regarding the Culinary Water System; water demand; and the level of culinary water service to be provided for the approved uses within Firefly. Because the ARMDA Amendment will more clearly define the approximate water demand for Firefly, and because this Amendment will provide certain assurances to OWR about the quantity of water OWR is able to purchase from the City in fulfillment of those water demands, the Parties agree that the effective date of this Amendment (the “Amendment Effective Date”) shall be the date that a copy of the ARMDA Amendment, signed by all parties thereto, is recorded with the Utah County Recorder. If the ARMDA Amendment is not approved by the City Council or otherwise not executed by the parties thereto and recorded in the office of the Utah County Recorder, this

Amendment shall be of not further force or effect and all of the terms and conditions of the Original Agreement shall control.

3. **References to the “Additional 3,000 AF”**. All references to “*Additional 3,000 AF*” contained in the Original Agreement shall be replaced with “*Additional 2,000 AF*”.

4. **References to the “Purchased 4,000 AF”**. All references to “*Purchased 4,000 AF*” contained in the Original Agreement shall be replaced with “*Purchased 3,000 AF*”.

5. **Amendment to Section 5.3 of Original Agreement regarding the Failure of the City to Satisfy Condition Precedent**. Section 5.3 of the Original Agreement is hereby deleted in its entirety.

6. **Takedown Schedule**. The Takedown Schedule set forth in Section 1.2 is hereby deleted in its entirety, and the following provision is inserted in lieu thereof:

1.2 **Takedown Schedule**. OWR shall purchase:

- 1.2.1. 100 acre-feet no later than 30 days after Amendment Effective Date;
- 1.2.2. 225 acre-feet on or before January 2, 2025;
- 1.2.3. 250 acre-feet on or before January 2, 2026;
- 1.2.4. 250 acre-feet on or before January 2, 2027;
- 1.2.5. 250 acre-feet on or before January 2, 2028;
- 1.2.6. 250 acre-feet on or before January 2, 2029;
- 1.2.7. 225 acre-feet on or before January 2, 2030;
- 1.2.8. 225 acre-feet on or before January 2, 2031;
- 1.2.9. 225 acre-feet on or before January 2, 2032;
- 1.2.10. 333 acre-feet on or before January 2, 2033;
- 1.2.11. 333 acre-feet on or before January 2, 2024;
- 1.2.12. 334 acre-feet on or before January 2, 2025.
- 1.2.13. The purchase dates above shall be adjusted to the next business day if the 2nd of any year falls on a weekend or holiday.

7. **Condition Precedent for Transfer of Well**. The condition precedent set forth in Section 5.1.2 of the Original Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

[signatures on following page]

OWR

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

NATE SHIPP, Manager

CITY

EAGLE MOUNTAIN CITY
A Utah municipal corporation

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form



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

ENGINEERING

Monday, February 12, 2024

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

SUBJECT: Brylee Farms phase 'A' plat 4 out of warranty Bond Release

City Recorder:

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

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

Sincerely,



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

Cc: Fionnuala Kofoed, City Recorder



DATE: Monday, February 12, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Brylee Farms phase "A" plat 4 walk through-Updated**

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

Robert Ballif – Engineering Tech.

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

General Notes:

1. ~~Exit sewer video.~~
2. ~~Crack seal phase lines and the asphalt tie in on Aviator Ave.~~

Aviator Ave.:

1. ~~Redo the monument collar at the west end to city spec. Utah County did the work.~~

Outland Wy.:

1. ~~Lot #419 fire hydrant missing the location wire.~~
2. ~~House #548 sections of sidewalk to replace.~~
3. ~~Missing the street and stop sign at intersection of Aviator Ave.~~
4. ~~Lot #419 section of sidewalk to grind down by ADA.~~

Stonebriar Dr.:

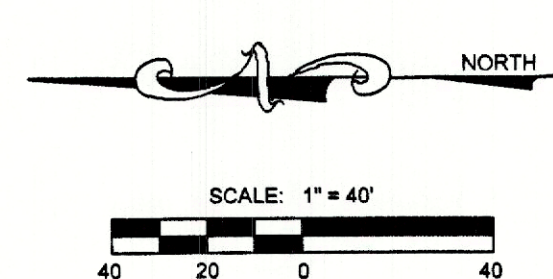
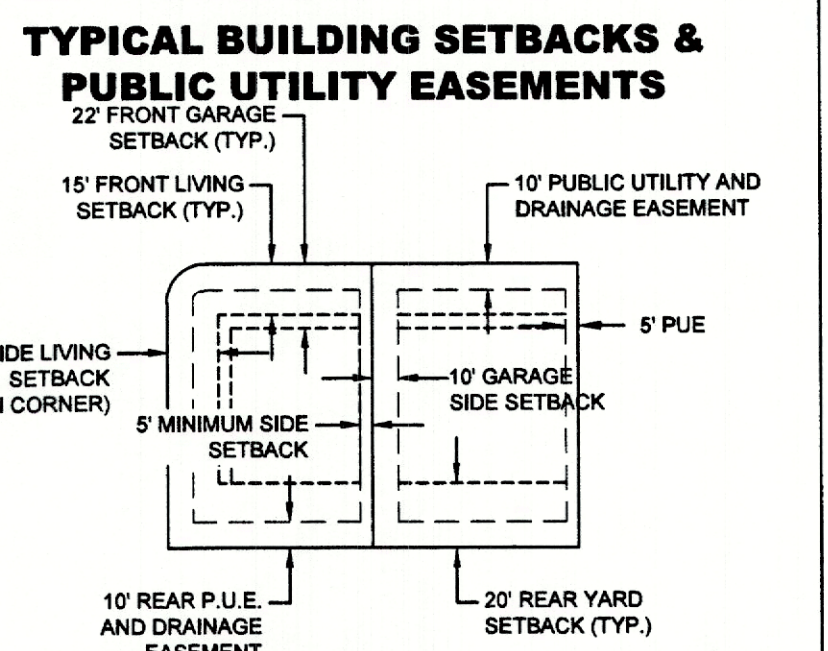
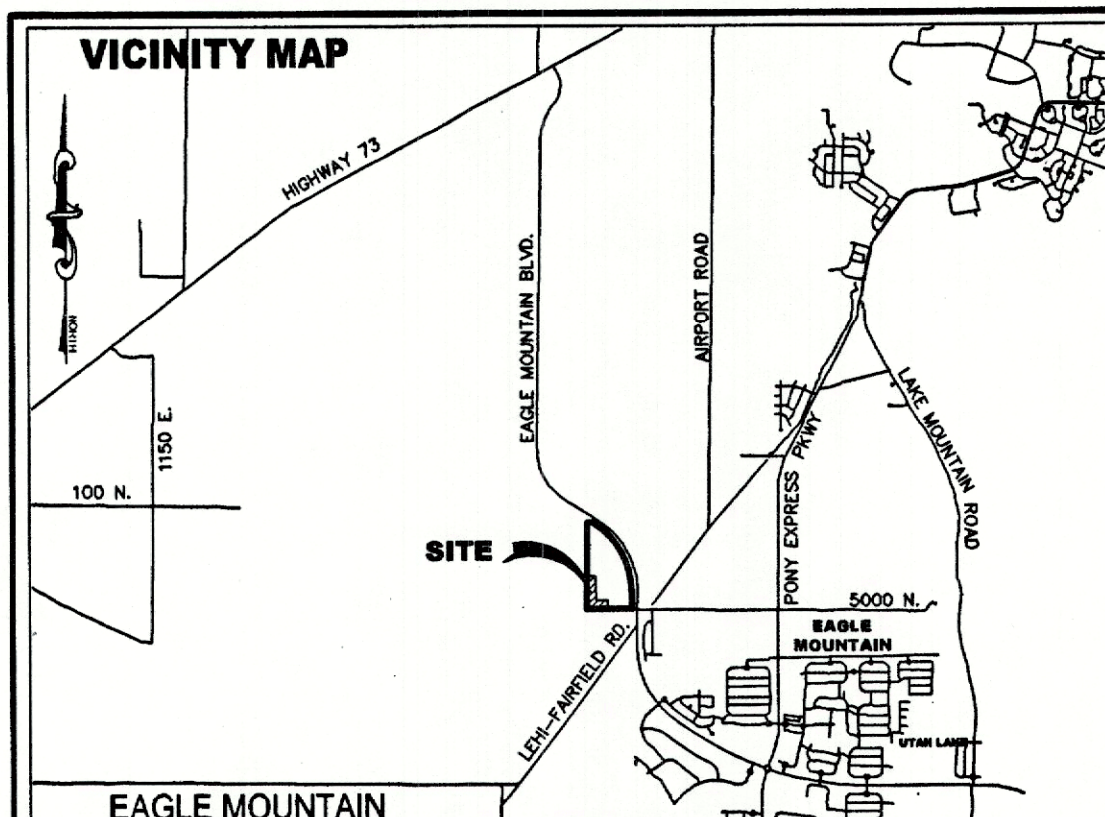
1. ~~Lift station open space section of sidewalk grind down tripping hazard.~~
2. ~~House #614 sections of sidewalk to replace.~~
3. ~~Lot #419 section of sidewalk has sag and needs to be replace.~~
4. ~~House #589 sections of sidewalk to replace.~~
5. ~~House #569 sections of sidewalk to replace.~~
6. ~~House #548 ADA ramp section of concrete to replace.~~
7. ~~Lot #419 fire hydrant missing the location wire.~~
8. ~~House #548 grind down sidewalk hazard.~~
9. ~~House #535 sections of sidewalk to replace.~~
10. ~~House #518 sections of sidewalk to replace.~~

Willow Tree Rd.:

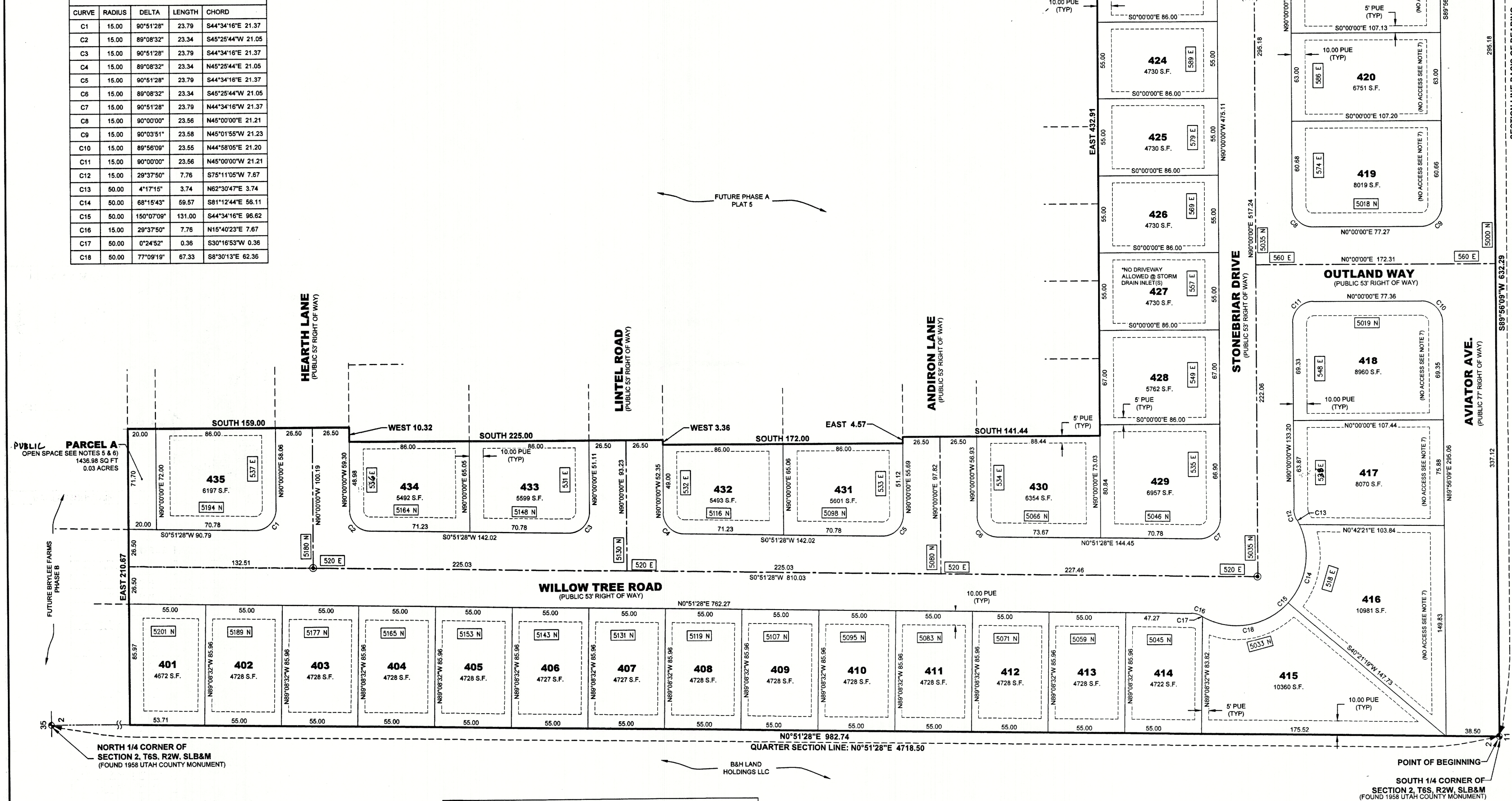
1. ~~House #5033 sections of sidewalk to replace.~~
2. ~~House #5059 across the street fire hydrant missing location wire.~~
3. ~~Lot #430 sections of sidewalk to be inspected before sidewalk is poured. Replace broken sidewalk.~~
4. ~~House #5095 sections of sidewalk to replace.~~
5. ~~House #5107 sections of sidewalk to replace.~~
6. ~~Lot #432 sections of sidewalk to replace. ADA ramp has a gap in the front where broken concrete is.~~
7. ~~Both lots on Lintel Rd the transitions to the next phase sidewalk to be ground down.~~
8. ~~Lot #433 fire hydrant location wire is missing.~~
9. ~~Both lots on Hearth Ln the transition sidewalk to be ground down.~~
10. ~~Lot #535 by ADA ramp sections of walk covered with debris, cannot see if walk needs to be replaced.~~
11. ~~Intersection of Hearth Ln sewer manhole add step.~~

- ~~12. Lot #535 fire hydrant location wire is missing. Missing property pin in the curb.~~
- ~~13. Lot #401 sections of sidewalk to replace.~~
- ~~14. North end blow off remove the storm drain pipe covering the blow off and set the blow off pipe and valve to grade remove the union and place a valve box over the pipe with hand tight cap on the pipe.~~

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



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	
C1	15.00	90°51'28"	23.79	S44°34'16"E 21.37	
C2	15.00	89°08'32"	23.34	S45°25'44"W 21.05	
C3	15.00	90°51'28"	23.79	S44°34'16"E 21.37	
C4	15.00	89°08'32"	23.34	N45°25'44"E 21.05	
C5	15.00	90°51'28"	23.79	S44°34'16"E 21.37	
C6	15.00	89°08'32"	23.34	S45°25'44"W 21.05	
C7	15.00	90°51'28"	23.79	N44°34'16"W 21.37	
C8	15.00	90°00'00"	23.56	N45°00'00"E 21.21	
C9	15.00	90°03'51"	23.58	N45°01'55"W 21.23	
C10	15.00	89°58'09"	23.55	N44°58'05"E 21.20	
C11	15.00	90°00'00"	23.56	N45°00'00"W 21.21	
C12	15.00	29°37'50"	7.76	S75°11'05"W 7.67	
C13	50.00	4°17'15"	3.74	N62°30'47"E 3.74	
C14	50.00	68°15'43"	59.57	S81°12'44"E 56.11	
C15	50.00	150°07'09"	131.00	S44°34'16"E 96.62	
C16	15.00	29°37'50"	7.76	N15°40'23"E 7.67	
C17	50.00	0°24'52"	0.36	S30°16'53"W 0.36	
C18	50.00	77°09'19"	67.33	S8°30'13"E 62.36	



ROCKY MOUNTAIN POWER APPROVAL

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

2. PURSUANT TO UTAH CODE ANN. § 17-27a-803(4)(c)(i) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

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

(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.

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

(4) ANY OTHER PROVISION OF LAW.

ROCKY MOUNTAIN POWER DATE 3-29-22

TABULATIONS

TOTAL ACREAGE:	7.47 ACRES
BUILDABLE ACREAGE:	7.47 ACRES
OVERALL DENSITY:	4.68 UNITS/ACRE
TOTAL # OF LOTS:	35
MINIMUM LOT SIZE:	4,672 S.F.
MAXIMUM LOT SIZE:	10,981 S.F.
AVERAGE LOT SIZE:	5,924 S.F.
TOTAL ACREAGE IN LOTS:	4.76 AC
2 PARCELS:	7,552.19 SQ.FT
TOTAL OPEN SPACE:	.17 ACRES
TOTAL IMPROVED OPEN SPACE:	.17 ACRES
TOTAL ACREAGE IN ROW:	2.59 ACRES

- LEGEND
- BOUNDARY LINE
 - CENTERLINE
 - SETBACK LINE
 - EASEMENT LINE
 - EXISTING LOT LINES
 - PROPOSED LOT LINE
 - PROPOSED MONUMENT
 - EXISTING MONUMENTS

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN EAGLE MOUNTAIN, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N0°51'28"E ALONG THE QUARTER SECTION LINE 982.74 FEET; THENCE EAST 210.67 FEET; THENCE SOUTH 159.00 FEET; THENCE WEST 10.32 FEET; THENCE SOUTH 225.00 FEET; THENCE WEST 3.36 FEET; THENCE SOUTH 172.00 FEET; THENCE EAST 4.57 FEET; THENCE SOUTH 141.44 FEET; THENCE WEST 16.89 FEET; THENCE SOUTH 198.48 FEET TO THE SOUTH LINE OF SAID SECTION 2; THENCE S89°56'09"W ALONG THE SECTION LINE 632.29 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±17.47 ACRES

DATE March 7, 2022 SURVEYOR Chad A. Poulsen

OWNERS DEDICATION

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 28th DAY OF March, A.D. 20 22

Nathan W. Pugsley Manager, Brighton Development Utah, LLC

ACKNOWLEDGMENT

STATE OF UTAH S.S.

COUNTY OF UTAH

ON THE 28th DAY OF March, A.D. 20 22, PERSONALLY APPEARED BEFORE ME Nathan W. Pugsley, THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

Chad A. Poulsen Notary Public Full Name: Chad A. Poulsen
Commission Number: 70157
My Commission Expires: July 31, 2022
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

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

THIS 8th DAY OF April, A.D. 20 22

Tommy Anderson APPROVED BY MAYOR City Attorney

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS

CITY-COUNTY HEALTH DEPARTMENT

DOMINION ENERGY UTAH ACCEPTANCE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH APPROVES THIS PLAT FOR THE PURPOSE OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANTS. DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH

APPROVED THIS 29 DAY OF March, 20 22

BY: Donna E. Eldridge

TITLE: Pre-Con

DIRECT COMMUNICATIONS APPROVAL

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

Marjorie Cufford 3/29/2022 DATE

PHASE A PLAT "A"

BRYLEE FARMS

SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH RANGE 2 WEST

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SCALE: 1" = 40'

SURVEYOR'S SEAL: CHAD A. POULSEN, No. 501182, 3/9/2022

NOTARY PUBLIC SEAL: CHRISTOPHER TODD, No. 26692, 3/29/2022

CITY-COUNTY HEALTH DEPARTMENT SEAL: EAGLE MOUNTAIN CITY, UTAH

COUNTY-RECORDER SEAL: EAGLE MOUNTAIN CITY, UTAH



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	Change Order #1 - Cory B. Wride Memorial Park and Pony Express Booster Pumps - VanCon, Inc		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$19,226.54		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve Change Order #1 with VanCon Inc in the amount of \$19,226.54 for the Cory B. Wride Memorial Park and Pony Express Booster Pumps projects.

BACKGROUND:

The City's master plan calls for a booster pump located in the Unity Pass area which is needed to help "push" CWP water into the City Center with enough pressure to sufficiently fill the City Center tanks during peak demands placed on the system. This issue became a concern last summer when an open valve bled off a slight portion of pressure in the City Center, causing concerning reductions of pressure in the system. The proposed booster pump station will eliminate this issue. It is expected to be reimbursed by Google as part of their development agreement.

Last year, the City Parks Department had to discontinue using industrial wastewater from the Facebook facility as an irrigation source at Cory B. Wride Memorial Park. The Parks Department was concerned with the algae in the reuse water and the pressures at which the reuse water could be delivered to the site. Typical pressurized irrigation (PI) systems operate at 50-60 PSI (pounds per square inch), but in order to efficiently water Cory B. Wride Memorial Park during the evening hours, the PI system would need to be boosted to 85 PSI. The most efficient way to get to this pressure will be to add a booster pump station at the park, which will feed directly into the park's irrigation system.

Facebook has agreed to fund this project and staff expects a reimbursement agreement to be presented to Council in June or July.

Bid Alternate #1 included a graffiti coating for the exterior of the pump house. The total included in the recommendation does not include that option as staff felt that the proximity to Pony Express Parkway would likely deter vandals. The cost is included below should the Council wish to include this option.

The expected completion will not be until the end of summer 2024, which will likely not allow for the reuse water to be used this summer. Below is the project breakdown:

VanCon:

Corey B. Wride Memorial Park - \$643,900

CW Alt #1- \$648,400

Pony Express- \$1,178,190

Total- \$1,822,090

Change Order #1 \$19,226.54

Revised Total: \$1,841,316.54

Past City Council Actions

From the March 15, 2022, City Council meeting:

This project consists of earthwork needed in preparation of the City's new well located just west of Hidden Hollow Elementary. In order to be able to allow drilling equipment on site and to construct a well house, the site will need to have a level pad for the well house and equipment, as well as access from Pony Express Parkway to the pad site. The City received one bid from VanCon, Inc, totaling \$372,929. A significant portion of the bid, \$67,978.55, was for the installation of a retaining wall. City staff has elected to purchase materials and install the wall internally and removed that item from the contract with VanCon, Inc. The revised price was therefore \$304,950.45.

On July 19, 2022, the City Council approved a change order for this project.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Staff Report - City Council Meeting 03/05/2022

Staff Report - City Council Meeting 07/19/2022



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MARCH 15, 2022**

TITLE:	Well #7 Site Prep Package - VanCon, Inc.		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$304,950.45		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

BACKGROUND:

This project consists of earthwork needed in preparation of the City's new well located just west of Hidden Hollow Elementary school. In order to be able to allow drilling equipment on site and to construct a well house, the site will need to have a level pad for the well house and equipment, as well as access from Pony Express Parkway to the pad site. In order to flatten out an area, a retaining wall is needed along the south, not to exceed 5 feet in height.

Once this project is completed, the City will be able to bring in the selected drilling contractor to drill, test pump, and develop the well. City staff will then prepare a final construction packet to include the well equipment, well house, and final site work for this well. It is anticipated that this well will be completed by the Spring of 2023 and could provide as much as 5,000 gpm.

The City received one bid from VanCon, Inc, totaling \$372,929. A significant portion of the bid, \$67,978.55, was for the installation of the retaining wall. City staff have elected to purchase and install the wall internally and will remove that item from the contract with VanCon, Inc. The revised price is therefore \$304,950.45.

ITEMS FOR CONSIDERATION:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 19, 2022**

TITLE:	Well #7 Site Prep Package Change Order #1 - VanCon, Inc.		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$32,202.30		
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends that the City Council approve VanCon Change Order #1 for Well #7 Site Preparation.

BACKGROUND:

In March 2022, the City Council approved a bid award to VanCon for the site prep package on well #7. In order to be able to allow drilling equipment on site and to construct a well house, the site will need to have a level pad for the well house and equipment, as well as access from Pony Express Parkway to the pad site. In order to flatten out an area, a retaining wall is needed along the south, not to exceed 5 feet in height. The original bid amount was for \$304,950.45.

During the construction process, solid rock was encountered which required additional jack-hammering to remove. Although the city realized that this was a possibility prior to the bid award, the City had no way to know how extensive the rock formations would be. The increase to the projects costs to properly break up and haul away this material was \$32,202.30, increasing the total cost to \$337,152.75.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	Change Order #4 - Wastewater Treatment Plant Headworks Facility - VanCon Inc		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$17,269.94		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve Change Order #4 with VanCon Inc., in the amount of \$17,269.94 for the Wastewater Treatment Plant Headworks Facility Project.

BACKGROUND:

Eagle Mountain City received a change order request in the amount of \$31,514.54 from VanCon for the Wastewater Treatment Plant Headworks Facility. After an initial review, the change order was rejected outright by the City because most of the request was for electrical items changed during the construction but done without providing the City with a change order request at that time. As such, the City requested VanCon reevaluate their request. The revised change order VanCon submitted after discussions was for a lesser amount. Staff believe these changes constitute value received on behalf of the City.

Change Order #4 is comprised of several partial change order requests from VanCon. For a summary of the partial change orders please see following exhibit.

The total pending Change Order Amount: \$17,818.47, less the previous credit of \$548.53 = \$17,269.94.

Summary of project bid and City Council approved change orders:

- Original contract price: \$3,980,000
 - CO#1: \$14,547.53
 - CO#2: \$12,797.95
 - CO#3: \$14,891.51

- CO#4: \$17,269.94
- Revised Contract Price: \$4,039,506.93
- Construction Management: \$92,191.62
- **Total Cost: \$4,131,698.55** ** *The total of all four change orders is less than 1.5% of the original bid which is noteworthy for a project of this magnitude.*
- Budget: \$4,115,000.00
- Budget Amendment: \$16,698.55

Three bids were received during the original bid tabulation as follows:

- VanCon: \$3,980,000
- FX : \$4,482,000
- Nelson Bros: \$4,623,298.35

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Exhibit - Summary of Partial Change Orders](#)

[Notes for EM Headworks PCO & Closeout](#)

[PCO #5 - Rev 3 - 10" drain line drop below manhole - City negotiated](#)

[PCO #9 Rev 1 Electrical Items - materials only](#)

[C-941 Change Order PCO #9 - Electrical CO's](#)

Change Order #4 - Wastewater Treatment Plant Headworks Facility - VanCon Inc

Summary of Partial Change Orders (PCO) included in Change Order #4:

PCO #5: VanCon split the difference on the \$11,266.48 that was approved as a change order and the \$15,890.46 that was ultimately submitted, namely requesting an additional \$2,311.99.

PCO #8: Furnishing stainless steel handles only (no installation) to the City. This hasn't changed from the \$1,577.86. I believe both parties are okay with this PCO cost.

PCO #9: Revised total summarized as shown:

PCO #9 Summary

Item #	Status	Original Amount	12/20/2023 Rev	2/5/2024 Rev
WE CO #1	Revision to City	\$8,098.53	\$5,973.59	\$5,633.61
WE CO #2	REJECTED	\$11,793.07	-	-
WE CO #2A	To City	\$1,133.45	<i>\$1,133.45</i>	<i>\$1,133.45</i>
WE CO #3	Revision to City	\$6,359.06	\$6,359.06	\$3,868.55
WE CO #4	To City	\$2,629.74	\$2,629.74	\$2,629.74
VanCon Overhead (5%)	Revision to City	\$1,500.69	\$804.79	\$663.27
	Total Cost	<i>\$31,514.54</i>	<i>\$16,900.63</i>	<i>\$13,928.62</i>



Eagle Mountain City WWTP Headworks



PCO Review & Closeout Meeting

Meeting Date: January 30, 2024

Meeting Time: 9:00 a.m.

Attending:

Eagle Mountain City: **Chris Trusty, Mack Straw, Brody Kinder**
Aqua Engineering: **Eric Sahm**
SKM:
VanCon: **Clint Bastian, Chad Hunsaker**
Wyre Electric:

1. Change Order Review:

- a. PCO #5 – The City will review an option to split the difference between the original estimate and final T&M cost presented. Original price (as approved by the City) is \$11,266.48. T&M cost is \$15,890.46. The net difference is \$4,623.98, meaning a 50/50 split would be an *increase* of \$2,311.99.
- b. PCO #8 – for SS handles. The City appears okay with this amount and will present the \$1,577.86 amount for formal approval.
- c. PCO #9 – The City's primary issue with these items is that they were presented after the work was done rather than beforehand. VanCon will review these items (all electrical) with Wyre Electric to see if they are amenable to a reduced number. The City will review any revised number once presented by VanCon.

2. Punch List & Project Closeout

- a. Project closeout requires a letter of completion (by the Engineer) and final payment request.
- b. The punch list should be completed prior to release of retainage and final payment application.
- c. The punch list as updated by Clint on 1/23/2024 showed 4 incomplete items. Status update on these items as follows:
 - i. Item #45: All thread on crane supports needs to be galvanized – **Not Complete**, replacement bolts should arrive from the crane supplier any day.
 - ii. Item #53: Gas monitor startup is not complete – **Not Complete**, the sensor was bad and has been returned for a replacement. ETA on arrival of replacement is not yet available.
 - iii. Item #61: Repair/replace rotameter on grit pump seal water line – **COMPLETE**.
 - iv. Item #62: Operator for overhead door operator – **COMPLETE**.
- d. The City safety inspector noted some items that have not been formally added to the punch list. An onsite walkthrough is recommended to ensure that each point is noted and addressed. The following observations were discussed during the meeting:
 - i. Rain gutter downspouts discharge onto the sidewalk causing concerns with icing and damage to concrete façade finish.
Three options were discussed to address this:

- 1. Install extensions to the spouts to extend discharge beyond the sidewalk. Least expensive option but impedes path on sidewalk.**
 - 2. Cut sidewalk and install 4" corrugated drain pipe from spout discharge to beyond the outside edge of the gravel (draining into adjacent gravel). This option would address the concern; added cost of cutting the sidewalk, installing the corrugated pipe, and patching the sidewalk afterwards.**
 - 3. Cut sidewalk and install a trench drain to collect flow from the spout discharge directing it to the outside edge of the sidewalk. This would also address the concern. Added cost for cutting the sidewalk and purchasing/installing the drains.**
- ii. Several points of uneven planking or grating surfaces or gaps were noted. One point was noted in the electrical room, one at the top of the eastern stairway entrance, one at the top of the interior stairs (on the grating), and at several points in the planking in the screen/process area. These should be addressed and adjusted so that planking sits flush with the top of floor and joints between the plank are smooth and even with no overlap and minimal gaps.
- iii. One point with exposed aggregate is noted. The floor was ground here due to a ponding issue noted at the previous walkthrough. The exposed aggregate area should be protected/sealed.
- e. Once the punch list items are complete, final payment can be submitted.

PCO 5 - Rev 3 Negotiated -10" drain line drop to get discharge into exist MH below MH 2nd lid - Costs

(for extra work, time & materials, and other charges)



Date: 2/5/2024

Project Name: Eagle Mtn. Headworks

Contract No.: 2220

Project No.: 001742C

Description and Location of Work Performed: Dwg 01C203 shows the invert of the 10" at exist MH IE4791.55. There is a secondary MH lid in this existing MH

It was determined the 10" line needs to discharge into the existing MH below the 2nd lid. Herein are the cost for making these adjustments.

This requires trench boxes and other safety precautions due to tying into the existing MH below the secondary lid.

LABOR											
Employee	Classification	HOURS							Total Hours	Rate	Total
		Mon	Tues	Wed	Thur	Fri	Sat	Sun			
Pipe Laborer									65	\$ 43.82	\$ 2,848.30
Pipe Foreman									30	\$ 57.26	\$ 1,717.80
Supervision									5	\$ 74.05	\$ 370.25
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
										\$ -	\$ -

Labor Subtotal: \$ 4,936.35

EQUIPMENT											
Description		HOURS							Total Hours	Rate	Total
		Mon	Tues	Wed	Thur	Fri	Sat	Sun			
Excavator: 50 Series									15	\$ 49.28	\$ 739.20
Front End Loader: 60-70 Series									5	\$ 82.20	\$ 411.00
Roller Compaction Sheep Foot/Smooth Drum									5	\$ 77.26	\$ 386.30
Crew Pickup Truck									15	\$ 23.71	\$ 355.65
Trench Boxes and safety devices									22.6	\$ 25.00	\$ 565.08
											\$ -
											\$ -

Equipment rate calculated as follows: (Blue Book monthly rate/176) + EOC for owned equipment & invoiced price for rented equipment.

Equipment Subtotal: \$ 2,457.23

MATERIALS & OTHER CHARGES			
Description	Quantity	Unit Cost	Total
10" - 22.5 elbows or 45 elbows MJ	2	\$ 312.80	\$ 625.60
10" - MJ Sleeve	1	\$ 320.45	\$ 320.45
10" - Megalugs	6	\$ 358.00	\$ 2,148.00
Patch Hole above 2nd lid	1	\$ 250.00	\$ 250.00
Grout around penetration below 2nd lid	1	\$ 150.00	\$ 150.00
			\$ -
			\$ -

Materials & Other Subtotal: \$ 3,644.05

SUBCONTRACTOR COSTS			
Description	Quantity	Unit Cost	Total
Core drill into manhole below 2nd lid	1	\$ 843.05	\$ 843.05
			\$ -
			\$ -
			\$ -
			\$ -

Subcontractor Costs: \$ 843.05

CONTRACTOR REPRESENTATIVE (Signature)

CONSTRUCTION MANAGER REPRESENTATIVE (Signature)

Labor Subtotal: \$ 4,936.35
Equipment Subtotal: \$ 2,457.23
Materials & Other Subtotal: \$ 3,644.05
Subcontractor Costs: \$ 843.05
15% Markup on Labor, Materials & Other Costs: \$ 1,655.64
5% Contractor overhead on Subcontractor Costs: \$ 42.15

TOTAL: \$ 13,578.47



PCO 9 - Rev. 1 Electrical Items
(for extra work, materials ONLY)

Date: 2/5/2024

Project Name: Eagle Mtn. Headworks

Project No.: 001742C

Contract No.: 2220

Description and Location of Work Performed: See Wyer Elec COs below

LABOR											
Employee	Classification	HOURS							Total Hours	Rate	Total
		Mon	Tues	Wed	Thur	Fri	Sat	Sun			
Mechanical Laborer										\$ 43.82	\$ -
Mechanical Foreman										\$ 57.26	\$ -
Supervision										\$ 74.05	\$ -
											\$ -
											\$ -
											\$ -
											\$ -
										\$ -	\$ -

Labor Subtotal: \$ -

EQUIPMENT											
Description		HOURS							Total Hours	Rate	Total
		Mon	Tues	Wed	Thur	Fri	Sat	Sun			
Crew Pickup Truck										\$ 23.71	\$ -
											\$ -
											\$ -
											\$ -

Equipment rate calculated as follows: (Blue Book monthly rate/176) + EOC for owned equipment & invoiced price for rented equipment.

Equipment Subtotal: \$ -

MATERIALS & OTHER CHARGES			
Description	Quantity	Unit Cost	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Sales tax		7.25%	\$ -

Materials & Other Subtotal: \$ -

SUBCONTRACTOR COSTS			
Description	Quantity	Unit Cost	Total
Wyer Electric CO 1 Rev 2 - Conduits in Ductbank	1	\$ 5,633.61	\$ 5,633.61
Wyer Electric CO2A - Added Switches per Huber for Grit washer panel	1	\$ 1,133.45	\$ 1,133.45
Wyer Electric CO3 Rev 1 - Overhead door conduits and wires	1	\$ 3,868.55	\$ 3,868.55
Wyer Electric CO 4 - Conduit work for Fiber in existing CP1 Elec room	1	\$ 2,629.74	\$ 2,629.74
			\$ -

Subcontractor Costs: \$ 13,265.35

CONTRACTOR REPRESENTATIVE (Signature)

CONSTRUCTION MANAGER REPRESENTATIVE (Signature)

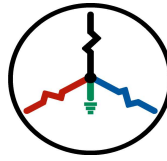
Labor Subtotal: \$ -
Equipment Subtotal: \$ -
Materials & Other Subtotal: \$ -
Subcontractor Costs: \$ 13,265.35
15% Markup on Labor, Materials & Other Costs: \$ -
5% Contractor overhead on Subcontractor Costs: \$ 663.27

TOTAL: \$ 13,928.62

WYER CO #1R2

Contractor/Owner

VANCON CONSTRUCTION
Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

work location

EAGLE MT HEADWORKS

work to be performed

see VANCON RFI #5	
ADD 2 CONDUITS TO DUCT BANK	

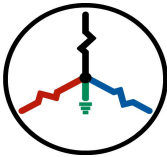
Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
PVC					
1 1/2	400	1.92	768.00	LF	32.00
CONDUIT DB STANDS					
DB STANDS 2"	50	5.70	285.00	LF	0.00
CORE DRILLING (8" WALL)					
3"	4	105.00	420.00	EA	12.00
DUCT BANK					
ADDED FOR ADDITIONAL DUCT BANK		0.00	0.00	200.00	0.00
BID PREPARATION		0.00	0.00		0.00
		sub total	1473.00		
	6.85%	tax	92.06		
		material total	1565.06	hours	
		labor total	3090.81	44.00	
	10%	overhead	465.59		
	10%	profit	512.15		
		total	\$5,633.61		

WYER CO #2

Contractor/Owner

VANCON CONSTRUCTION

Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

work location

EAGLE MT HEADWORKS

work to be performed

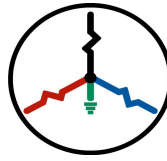
ADD INTRINSICALLY SAFE CONTROL PANELS & SWITCHES	

Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
SWITCHES					
INTRIN SAFE CONTROL	1	220.50	220.50	EA	8.00
BID PREPARATION	2	0.00	0.00		2.00
		sub total	220.50		
	6.85%	tax	13.78		
		material total	234.28	hours	
		labor total	702.46	10.00	
	10%	overhead	93.67		
	10%	profit	103.04		
		total	\$1,133.45		

WYER CO #3

Contractor/Owner

VANCON CONSTRUCTION
Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

work location

EAGLE MT HEADWORKS

work to be performed

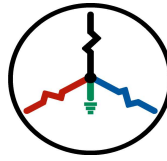
OH DOOR POWER	

Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
DEMOLITION		0.00	0.00		0.00
SEAL TIGHT FLEX					
3/4	5	3.75	18.75	LF	4.10
SEAL TIGHT FLEX CONNECTORS					
3/4	1	6.53	6.53	EA	0.18
SEAL TIGHT FLEX 90'S					
1	1	21.75	21.75	EA	0.22
LB CONDULETTE ALUM W/COVER					
1	1	233.25	233.25	EA	3.22
RIGID PVC COATED					
1	20	30.83	616.50	LF	2.80
ALLTHREAD					
3/8"	5	30.42	152.10	EA	0.01
UNISTRUT					
STAINLESS P1000 DEEP	10	48.30	483.00	LF	1.40
SEAL OFFS					
1	1	140.25	140.25	EA	0.59
SWITCHES					
OH DOOR CONTROL	1	4.19	4.19	EA	4.00
XPROOF	0	648.68	0.00	EA	0.00
WIRE					
#12 THHN STRANDED	150	0.47	69.75	LF	1.10
SINGLE PHASE SERVICE EQUIPMENT					
20 AMP	1	65.37	65.37	EA	0.50
BID PREPARATION		0.00	0.00		0.00
		sub total	1811.43		
	6.85%	tax	113.21		
		material total	1924.64	hours	
		labor total	1272.50	18.12	
	10%	overhead	319.71		
	10%	profit	351.69		
		total	\$3,868.55		

WYER CO #4

Contractor/Owner

VANCON CONSTRUCTION
Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

work location

EAGLE MT HEADWORKS

work to be performed

CONDUIT WORK FOR FIBER IN EXISTING	
CPI ELECTRICAL ROOM	

Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
DEMOLITION	2	0.00	0.00		2.00
EMT					
1	150	3.99	598.50	LF	10.50
EMT STEEL CONNECTORS					
1	6	5.58	33.48	EA	0.53
EMT STEEL COUPLINGS					
1	12	5.24	62.82	EA	0.00
1 HOLE STRAPS					
1	12	1.89	22.68	EA	0.22
PVC					
1	30	0.29	8.55	LF	1.92
PVC 90'S					
1	2	2.69	5.37	EA	0.48
PVC MALE ADAPTERS					
1	2	1.40	2.79	EA	0.34
PVC CEMENT (PINT)					
1	1	10.35	10.35	EA	0.00
BOXES					
12 X 12 X 6 NEMA 3/R J-BOX	1	57.36	57.36	EA	0.82
BID PREPARATION	2	0.00	0.00		2.00
		sub total	801.90		
	6.85%	tax	50.12		
		material total	852.02	hours	
		labor total	1321.32	18.81	
	10%	overhead	217.33		
	10%	profit	239.07		
		total	\$2,629.74		

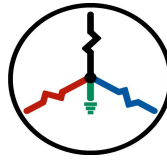
CONSTRUCTION COST ESTIMATE BREAKDOWN

MARCH 3, 2023 revised 12/20/23

WYER CO #1R

Contractor/Owner

VANCON CONSTRUCTION
Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

Revised SEE REV. 2

work location

EAGLE MT HEADWORKS

work to be performed

see VANCON RFI #5

ADD 2 CONDUITS TO DUCT BANK

Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
PVC					
1 1/2	400	1.92	768.00	LF	32.00
CONDUIT DB STANDS					
DB STANDS 2"	50	5.70	285.00	LF	4.00
CORE DRILLING (8" WALL)					
3"	4	105.00	420.00	EA	12.00
DUCT BANK					
ADDED FOR ADDITIONAL DUCT BANK		0.00	0.00	200.00	0.00
BID PREPARATION		0.00	0.00		0.00
		sub total	1473.00		
	6.85%	tax	92.06		
		material total	1565.06	hours	
		labor total	3371.79	48.00	
	10%	overhead	493.69		
	10%	profit	543.05		
		total	\$5,973.59		

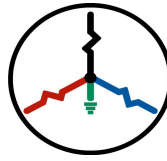
CONSTRUCTION COST ESTIMATE BREAKDOWN

MARCH 3, 2023

WYER CO #1

Contractor/Owner

VANCON CONSTRUCTION
Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

REJECTED SEE REV. 1

work location

EAGLE MT HEADWORKS

work to be performed

see VANCON RFI #5

ADD 2 CONDUITS TO DUCT BANK

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Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
PVC					
1 1/2	400	1.92	768.00	LF	32.00
CONDUIT DB STANDS					
DB STANDS 2"	50	5.70	285.00	LF	4.00
CORE DRILLING (8" WALL)					
3"	4	105.00	420.00	EA	12.00
DUCT BANK					
ADDED FOR ADDITIONAL DUCT BANK	100	0.00	0.00	200.00	25.00
BID PREPARATION		0.00	0.00		0.00
		sub total	1473.00		
	6.85%	tax	92.06		
		material total	1565.06	hours	
		labor total	5127.93	73.00	
	10%	overhead	669.30		
	10%	profit	736.23		
		total	\$8,098.53		

WYER CO #3

Contractor/Owner

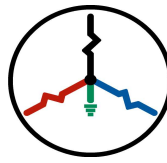
VANCON CONSTRUCTION

Clint Bastian

work location

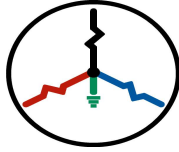
EAGLE MT HEADWORKS

work to be performed

OH DOOR POWER**WYER ELECTRIC****P.O. BOX 9813****Salt Lake City, UT****84109****Revised SEE REV. 1**

Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
DEMOLITION	1	0.00	0.00		1.00
SEAL TIGHT FLEX					
3/4	5	3.75	18.75	LF	4.10
SEAL TIGHT FLEX CONNECTORS					
3/4	1	6.53	6.53	EA	0.18
SEAL TIGHT FLEX 90'S					
1	1	21.75	21.75	EA	0.22
LB CONDULETTE ALUM W/COVER					
1	1	233.25	233.25	EA	3.22
RIGID PVC COATED					
1	40	30.83	1233.00	LF	5.60
ALLTHREAD					
3/8"	5	30.42	152.10	EA	0.01
UNISTRUT					
STAINLESS P1000 DEEP	10	48.30	483.00	LF	1.40
SEAL OFFS					
1	2	140.25	280.50	EA	1.18
SWITCHES					
OH DOOR CONTROL	1	4.19	4.19	EA	4.00
XPROOF	1	648.68	648.68	EA	1.22
WIRE					
#12 THHN STRANDED	250	0.47	116.25	LF	1.83
SINGLE PHASE SERVICE EQUIPMENT					
20 AMP	1	65.37	65.37	EA	0.50
BID PREPARATION	1	0.00	0.00		1.00
		sub total	3263.36		
	6.85%	tax	203.96		
		material total	3467.31	hours	
		labor total	1788.10	25.46	
	10%	overhead	525.54		
	10%	profit	578.10		
		total	\$6,359.06		

**Additional items need but Wyer not requesting
a CO. Provided for awareness only.**



WYER ELECTRIC, LLC
P.O. BOX 9813
Salt Lake City, UT 84109

REQUEST FOR CLARIFICATION
#10

Electrical Contractors

Area code # 801
Phone # 262-5673 Fax # 801-262-3130

Project **EAGLE MT HEADWORKS**
2515 N Pony Express Parkway
Eagle Mt Ut

Date **February 1, 2024**

WYER PM Randy Wyner

VANCON

801-491-8898

Change order required YES X NO

Response required: YES X NO

ATT:

ATT: **Clint Bastin**

Phone: 801-404-9589

Email: clint@wedigutah.com

Reference: ADDITONAL ELECTRICAL REQUIRED FOR A COMPLETE WORKING SYSTEM

FACILITY, This is work that WYER preformed to help get thru this project

Notes: EQ #H1081(MAU)

Temp sensor added in ductwork \$1,850

Wiring added for monitoring to PLC \$550

C10811 2#14 wires is incorrect it required 5 conductors \$550

Pressure differential sensor \$550

Notes: EQ #ME02802 (ORDER CONTROL)

Wiring added for monitoring to PLC \$550

Notes: EQ# H1081 & H1082 (EXAUST FANS) \$1,350

Wiring added to motorized Dampers

Notes: LCP 02250 (GRIT WASH LCP)

Added control wiring for wash solonoid, not listed on plans, per Allen \$325

Notes: LT2250 (GRIT WASH MOTORS)

Required add wiring for thermal sensor to PLC \$550

00941 - CHANGE ORDER

ORDER NO. 9

DATE 01/08/2024

CONTRACT FOR: Eagle Mountain City WWTP Headworks Building

OWNER: Eagle Mountain City

TO: Van Con
(Contractor)

You are hereby requested to comply with the following changes from the Contract Documents, Plans and Specifications:

Description of Changes (Supplemental Plans & Specifications Attached)	Item	Decrease Contract Price	Increase Contract Price
Wyre CO #1 - Extra Conduits in Duct Bank			\$5,973.59*
Wyre CO #2 - REJECTED - SEE COMMENTS ON NEXT PAGE			\$-0-
Wyre CO #2A - Added switches to Huber grit washer panel			\$1,133.45
Wyre CO #3 - Conduit/Wire for OH Door			\$6,359.06
Wyre CO #4- Additional conduit for Fiber in CP1 Electrical Room			\$2,629.74
-- 5% General Contractor OH--			\$804.79

* Price adjusted down from original PCO - see descriptions on next page.

JUSTIFICATION:

See summaries on following page.

Please note that the new total indicated below *includes* all previous approved change orders as of the date endorsed by the Engineer below.

The amount of the Contract Price will be (increased) by the sum of: (\$ \$16,900.63).

The Contract Price including this and previous Change Orders will be:

Four million forty-four thousand seven hundred ninety-one dollars and ninety-three cents (\$ \$4,044,791.93).

This document will become a modification to the Contract and all provision will apply hereto.

Requested Clint Bastian 12/27/2023
(Contractor) (Date)

Recommended Eric Sahm 01/08/2024
(Engineer) (Date)

Approved _____
(Owner) (Date)

Wyre Electric CO #1 Justification:

At the recommendation of the design electrical engineer, additional spare conduits were added to the new duct bank being installed to the new headworks building. The original CO request was for \$8,098.53. This was adjusted down to \$5,973.59 after reviewing the costs with Wyre and SKM.

Wyre Electric CO #2 - REJECTED

Electrician requested compensation (\$11,793.07) to provide intrinsically safe control panels and switches in the classified process area. However, requirements for Class I/Div II, explosion proof panels was indicated in the bid set drawings. This request was rejected and is not included in the cost adjustment noted herein.

Wyre Electric CO #2A Justification:

Huber recommended additional switches be added to the local grit washer control panel to improve operation and programming/integration efforts. These are considered additional work beyond the base bid items.

Wyre Electric CO #3 Justification:

The electrical design drawings did not specify conduit or wire to the overhead door on the north side of the headworks building.

Wyre Electric CO #4 Justification:

Additional conduit in the CP1 Electrical Room beyond what was anticipated during design was required to accommodate the fiber work associated with this project.



PCO 9 - Electrical Items
(for extra work, materials ONLY)

Date: 12/27/2023

Project Name: Eagle Mtn. Headworks
Project No.: 001742C

Contract No.: 2220

Description and Location of Work Performed: See Wyer Elec COs below

LABOR											
Employee	Classification	HOURS							Total Hours	Rate	Total
		Mon	Tues	Wed	Thur	Fri	Sat	Sun			
Mechanical Laborer										\$ 43.82	\$ -
Mechanical Foreman										\$ 57.26	\$ -
Supervision										\$ 74.05	\$ -
											\$ -
											\$ -
											\$ -
											\$ -
										\$ -	\$ -

Labor Subtotal: \$ -

EQUIPMENT											
Description		HOURS							Total Hours	Rate	Total
		Mon	Tues	Wed	Thur	Fri	Sat	Sun			
Crew Pickup Truck										\$ 23.71	\$ -
											\$ -
											\$ -
											\$ -

Equipment rate calculated as follows: (Blue Book monthly rate/176) + EOC for owned equipment & invoiced price for rented equipment.

Equipment Subtotal: \$ -

MATERIALS & OTHER CHARGES			
Description	Quantity	Unit Cost	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Sales tax		7.25%	\$ -

Materials & Other Subtotal: \$ -

SUBCONTRACTOR COSTS			
Description	Quantity	Unit Cost	Total
Wyer Electric CO 1 - Conduits in Ductbank	1	\$ 5,973.59	\$ 5,973.59
Wyer Electric CO2A - Added Switches per Huber for Grit washer panel	1	\$ 1,133.45	\$ 1,133.45
Wyer Electric CO3 - Overhead door conduits and wires	1	\$ 6,359.06	\$ 6,359.06
Wyer Electric CO 4 - Conduit work for Fiber in existing CP1 Elec room	1	\$ 2,629.74	\$ 2,629.74
			\$ -

Subcontractor Costs: \$ 16,095.84

CONTRACTOR REPRESENTATIVE (Signature)

CONSTRUCTION MANAGER REPRESENTATIVE (Signature)

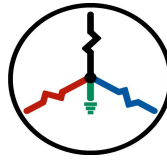
Labor Subtotal: \$ -
Equipment Subtotal: \$ -
Materials & Other Subtotal: \$ -
Subcontractor Costs: \$ 16,095.84
15% Markup on Labor, Materials & Other Costs: \$ -
5% Contractor overhead on Subcontractor Costs: \$ 804.79

TOTAL: \$ 16,900.63

WYER CO #1R

Contractor/Owner

VANCON CONSTRUCTION
Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

work location

EAGLE MT HEADWORKS

work to be performed

see VANCON RFI #5	
ADD 2 CONDUITS TO DUCT BANK	

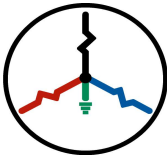
Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
PVC					
1 1/2	400	1.92	768.00	LF	32.00
CONDUIT DB STANDS					
DB STANDS 2"	50	5.70	285.00	LF	4.00
CORE DRILLING (8" WALL)					
3"	4	105.00	420.00	EA	12.00
DUCT BANK					
ADDED FOR ADDITIONAL DUCT BANK		0.00	0.00	200.00	0.00
BID PREPARATION		0.00	0.00		0.00
		sub total	1473.00		
	6.85%	tax	92.06		
		material total	1565.06	hours	
		labor total	3371.79	48.00	
	10%	overhead	493.69		
	10%	profit	543.05		
		total	\$5,973.59		

WYER CO #2

Contractor/Owner

VANCON CONSTRUCTION

Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

work location

EAGLE MT HEADWORKS

work to be performed

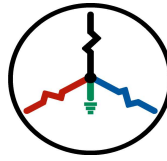
ADD INTRINSICALLY SAFE CONTROL PANELS & SWITCHCES	

Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
SWITCHES					
INTRIN SAFE CONTROL	1	220.50	220.50	EA	8.00
BID PREPARATION	2	0.00	0.00		2.00
		sub total	220.50		
	6.85%	tax	13.78		
		material total	234.28	hours	
		labor total	702.46	10.00	
	10%	overhead	93.67		
	10%	profit	103.04		
		total	\$1,133.45		

WYER CO #3

Contractor/Owner

VANCON CONSTRUCTION
Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

work location

EAGLE MT HEADWORKS

work to be performed

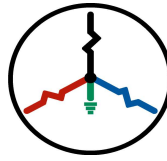
OH DOOR POWER	

Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
DEMOLITION	1	0.00	0.00		1.00
SEAL TIGHT FLEX					
3/4	5	3.75	18.75	LF	4.10
SEAL TIGHT FLEX CONNECTORS					
3/4	1	6.53	6.53	EA	0.18
SEAL TIGHT FLEX 90'S					
1	1	21.75	21.75	EA	0.22
LB CONDULETTE ALUM W/COVER					
1	1	233.25	233.25	EA	3.22
RIGID PVC COATED					
1	40	30.83	1233.00	LF	5.60
ALLTHREAD					
3/8"	5	30.42	152.10	EA	0.01
UNISTRUT					
STAINLESS P1000 DEEP	10	48.30	483.00	LF	1.40
SEAL OFFS					
1	2	140.25	280.50	EA	1.18
SWITCHES					
OH DOOR CONTROL	1	4.19	4.19	EA	4.00
XPROOF	1	648.68	648.68	EA	1.22
WIRE					
#12 THHN STRANDED	250	0.47	116.25	LF	1.83
SINGLE PHASE SERVICE EQUIPMENT					
20 AMP	1	65.37	65.37	EA	0.50
BID PREPARATION	1	0.00	0.00		1.00
		sub total	3263.36		
	6.85%	tax	203.96		
		material total	3467.31	hours	
		labor total	1788.10	25.46	
	10%	overhead	525.54		
	10%	profit	578.10		
		total	\$6,359.06		

WYER CO #4

Contractor/Owner

VANCON CONSTRUCTION
Clint Bastian



WYER ELECTRIC
P.O. BOX 9813
Salt Lake City, UT
84109

work location

EAGLE MT HEADWORKS

work to be performed

CONDUIT WORK FOR FIBER IN EXISTING	
CPI ELECTRICAL ROOM	

Material Breakdown	"Q"	\$ Per Each	Material Totals	Unit	Manhours
DEMOLITION	2	0.00	0.00		2.00
EMT					
1	150	3.99	598.50	LF	10.50
EMT STEEL CONNECTORS					
1	6	5.58	33.48	EA	0.53
EMT STEEL COUPLINGS					
1	12	5.24	62.82	EA	0.00
1 HOLE STRAPS					
1	12	1.89	22.68	EA	0.22
PVC					
1	30	0.29	8.55	LF	1.92
PVC 90'S					
1	2	2.69	5.37	EA	0.48
PVC MALE ADAPTERS					
1	2	1.40	2.79	EA	0.34
PVC CEMENT (PINT)					
1	1	10.35	10.35	EA	0.00
BOXES					
12 X 12 X 6 NEMA 3/R J-BOX	1	57.36	57.36	EA	0.82
BID PREPARATION	2	0.00	0.00		2.00
		sub total	801.90		
	6.85%	tax	50.12		
		material total	852.02	hours	
		labor total	1321.32	18.81	
	10%	overhead	217.33		
	10%	profit	239.07		
		total	\$2,629.74		



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	Change Order #2 - Smith Ranch Community Park - CXT Restroom		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$16,500.00		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Brad Hickman, Public Works

PRESENTED BY:

Brad Hickman

RECOMMENDATION:

Staff recommends that the City Council approve Change Order #2 with CXT Incorporated in the amount of \$16,500.00 for the Smith Ranch Community Park restroom project.

BACKGROUND:

Previously, the City Council approved installation of a CXT restroom at Smith Ranch Community Park.

Staff recently brought Change Order #1 for the restroom that did not take into consideration some of the finishes that were not on the original quote. In order to be consistent with restroom types installed in the City parks, including visual appeal and finishes, this change order was approved. This increased the amount of the restroom contract by \$22,000.

Change Order #2 applies to the site conditions and the size of crane required to offload the restroom at the park. The original callout required that access for the truck and crane be within 2 feet of the site where the restroom will be placed. Due to site conditions, staff met with the representatives from CXT Incorporated on site. It was determined that the restroom will need a crane that has the ability to move the building out 70 feet. Due to the distance required for placement, this will require a much larger crane than provided with the original quote. This change order will increase the contract an additional \$16,500.00.

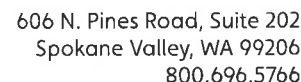
ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[CXT Restroom - Change Order #2](#)



CHANGE ORDER		
Customer:	Eagle Mountain City	
Project/SOA:	Smith Ranch Park/441557	
Date:	February 1, 2024	
Description		Price
Larger crane required		16,500.00
Additional Parts		Quantity Price
Tax:		
Total:		\$16,500.00

The above change order is satisfactory and hereby accepted and are subject to the conditions below.

Accepted this day of 20

Eagle Mountain City Customer Name

2/1/24 Date

Signature _____ Date _____

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206
2. ORDERING PROCEDURES: Fax 509-928-8270
3. PAYMENT ADDRESS(ES):
Remitting by check: CXT, Inc., PO Box 676208, Dallas, TX 75267-6208
Remitting by ACH or wire transfer: Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@hbfoster.com

4. **WARRANTY PROVISIONS:** CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge

the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. **DELIVERY CHARGE:** All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. **PAYMENT TERMS:** All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after

submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. **LIMITATION OF REMEDIES:** In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. **DELIVERY INFORMATION:** All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

• F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, ME, MI, MN, NM, NY, OH, PA, SD, RI, SC, TN, VA, VT, WA, WI, WY.

MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

February 06, 2024, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Jody Bates, Chief Deputy Recorder; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Public Works Director; Embret Fossum, Unified Fire Authority Battalion Chief; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Laura LaRue, Executive Assistant; Chas Glenn, Administrative Assistant; Michele Graves, Library Director; and Elizabeth Fewkes, Recording Secretary;

Mayor Westmoreland called the meeting to order at 4:06 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Public Works

- Staff will be having a Train the Trainer event on the Cartegraph software February 13 to 14, 2024. The training will teach a core group of users made up of administrative staff, supervisors, and administrative assistants how to utilize the software and collect the appropriate data in the software.

Public Utilities

- Well #1 had a failure and Rhino Pumps is getting equipment in place to pull the pump to investigate.
- The Wastewater Plant hit a peak day of 1.7 million gallons per day (MGD), average is 1.4 MGD. Plant capacity is 2.4 MGD. Staff are formulating plans to increase capacity.
- Staff will be completing the annual biosolids report for the State next week.
- Last week, staff completed two water line repairs on Sparrowhawk Way. The cause of the leak was caused by some of the pipe saddles rusting away. These pipe supports cradle the pipe and transfer the pipe's load weight onto a supporting base.

- Last month, the meter group completed 166 repairs and installed 63 new meter sets.
- The City pumped 111 million gallons of water in January.
- Staff will be meeting with the State to start the water audit next week.

Public Services

- Smith Ranch Park – Contractor Spohn Ranch Skateparks has excavated portions of the skatepark and set all the necessary metal coping for main features such as the bowl of the skatepark and some of the wall structures. It is anticipated that playground equipment will ship toward the middle of March and installation will begin. There will be a 60 to 90-day build schedule for all the playground equipment.
- Electrical contractors Black & McDonald are continuing to install streetlights on Pony Express Parkway. They have completed Phase 1 and are now working on Phase 2. This project now has 24 of the 77 streetlights installed.
- In the month of January, the City snow removal efforts used 1,750 tons of salt on the roads, drove 7,278 miles, and used 434 man hours.

Engineering

- Property acquisition for Old Airport Road is on the City Council agenda for two parcels tonight. The Church of Jesus Christ of Latter-day Saints (LDS Church) is reviewing changes requested by the City with anticipation of placing them on the next City Council agenda.
- Staff are preparing a request for bids for Old Airport Road that will allow construction to start on the southern portion of the project through to the wash while the remaining property acquisitions continue.
- The City continues discussions on property acquisition for a new four-million-gallon (MG) tank site in the City Center while the contractor has begun excavation on the 4 MG Firefly tank.
- Grimshaw Drilling has completed the 24-inch drilling to 120 feet. They are retooling for the 36-inch hole and plan to install the 30-inch casing next week.

Community Development

- In January, the City issued 130 new residential permits, 104 single-family and 26 multifamily, 87% were in the south area and 3% in the north area. Last year, 38 permits were issued in January.
- A commercial permit was issued for the Pre-Loved Thrift Store.
- The Planning Staff will begin the General Plan update process soon. The Planning Director will present a plan and timeline to the City Council at the next meeting to obtain feedback. A budget amendment will be forthcoming for this as well.
- Upcoming Municipal Code amendments include the Wildlife Corridor Overlay Zone, Camp Williams compatibility, international building codes and building permit processes, and historic zones.
- The City obtained funding from Mountainland Association of Governments (MAG) through the Transportation Improvement Program (TIP) process for the northern portion of Old Airport Road and a study for Mid-Valley Road going up and through Hidden Valley.

1.B. DISCUSSION – EMMC 17.61 – Camp Williams Compatibility

Senior Planner David Stroud presented the item. The proposed amendment to the Eagle Mountain Municipal Code is to comply with State Code regarding plan submittal for approval of development within 5,000 feet of military land. The Department of Veterans and Military Affairs responded to the plans for Walmart and the Lakeview LDS Church within 24 hours even though the standards allow 90

days to respond. The verbiage regarding individual building permits could be removed if desired by the Council.

Councilmember Burnham supported codifying the State requirements in Eagle Mountain Municipal Code.

Discussion ensued regarding the approval body for projects near military land and the submittal and response timeframes.

Mr. Stroud stated that Director of Legislative Affairs Cliff Strachan is researching whether residential building permits within the 5,000-foot range require approval.

Councilmember Wright recommended indicating the area on City maps to assist with determining if a property is subject to approval.

2. AGENDA REVIEW

9. AGREEMENTS

9.A. Dark Fiber Lease for Traffic Light Network Agreement - Direct Communications

This agreement will allow remote monitoring and adjustment to traffic signals, saving time and money on issues such as: traffic signals going into flash mode, traffic accidents that affect the sensors, and lane shifts for construction or road work. Signal controller clocks will be synced daily, which is crucial for signal coordination to function properly. This will provide the future option to install traffic cameras that can assist in monitoring road conditions for snow removal and a possible workstation to monitor and edit the City's signals.

Streets and Storm Drain Manager/Parks and Recreation Manager Zac Hilton explained that City staff will complete the construction of the trench and conduit for the project. Direct Communications has fiber boxes at each of the locations. Additional wiring will be needed for each box. The total cost of upgrading the 15 boxes should be around \$1,500 each. The full project will likely exceed the \$17,000 approved with the 2024 budget and additional funds will be requested during the next budget cycle. The first light to be upgraded will be the traffic light at Ranches Parkway and Stonebridge Lane to be able to program the light to communicate with the Utah Department of Transportation (UDOT) light at Cory B. Wride Memorial Highway and Ranches Parkway. The traffic light at Wood Haven and Pony Express Parkway will be the second to be upgraded and the project will continue sequentially from there.

9.B. Purchase Agreement - Old Airport Road Right of Way - Eagle Mountain Airport LLC

Councilmember Wood inquired about the remedy clauses in the agreement.

City Attorney Marcus Draper stated that he is not concerned about the terms because the seller desires the improvements to be able to develop the property and the City will be closing quickly on this agreement.

11. BID AWARDS

- 11.A. Public Safety Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA)
– Zions Public Finance, Inc

City Engineer Chris Trusty stated that staff does not have the list of information requested by Lewis & Young to complete the study with Zions Public Finance but should be able to gather it quickly.

13. SITE PLAN

- 13.A. SITE PLAN – Marketplace at Eagle Mountain Town Center Lot 303

Discussion verified that the application has been held to the same architectural feature standards as other developments.

- 13.B. SITE PLAN – Eagle Plaza / Beto's Mexican Food

Mr. Stroud explained that the developer is required to install the retaining wall and obtain UDOT permission to cut into the slope easement. The elevation difference between the site and Cory B. Wride Memorial Highway should assist with protecting the drive lane. The approval of the item by the City would be conditional upon approval by UDOT.

14. PARKWAY FIELDS (AULT FARMS)

- 14.A. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Parkway Fields (Ault Farms) Master Development Plan
- 14.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Parkway Fields (Ault Farms) Master Development Agreement (MDA)

Senior Planner Robert Hobbs stated that the applicant will be in attendance during the policy session and available to address the open space impact concerns.

15. ORDINANCES/PUBLIC HEARINGS

- 15.A. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.25.040 Residential Development Standards

City Attorney Marcus Draper presented the item. Staff is seeking to clarify ambiguity in the Municipal Code regarding the applicability of the average lot size requirement to amended plats. The proposed code amendment would clarify that amended portions of a final plat must comply with the average lot size requirement of a given zone. The only change is to footnote 7 in EMMC 17.25.040. He explained the purpose of the amendment is to address concerns that arose during a recently amended plat application. The applicant had requested to split a lot in order to sell a portion of the property, however this would have resulted in one of the parcels being below the required lot size average.

- 15.B. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 15 Buildings and Construction Standards and Specifications

City Engineer Chris Trusty presented the item. Periodically, staff will review construction standards to ensure that they are up to date and reflect typical standards. After a recent review, modifications have been made to the standards to help clarify portions of the code that may have been vague or misunderstood. The proposed changes are included in the attachment. An item of concern from the Planning Commission was the recommendation specifying that laterals were to be owned by the resident from the house to the connection with the sewer main per EMMC 15.45.020. The City contacted its insurer, Utah Local Governments Trust, to determine coverage. The Trust responded that laterals are not insured unless the City has a program for routine inspection. Currently, Eagle Mountain City does not have any program for inspection. Changing ownership of the sewer lateral has the potential to impact the City's insurance premium due to increased claim frequency and severity.

Mr. Trusty reviewed the proposed changes to Title 15.

Discussion ensued regarding the following:

- Including verbiage in the standards to include a City fire chief, or updating the standards in the future should the City have its own fire department;
- Requiring construction companies to obtain a City issues permit, pay associated fees, and provide a route map with detours for projects requiring long-term road closures; and
- Requiring water reuse systems for portions of the City where the system will be available and possibly providing a map indicating which areas of the City have reuse water following completion of the Water Reuse Study.

Councilmember Burnham noted that the amendments to Section 15.30 are missing from the packet materials.

Mr. Trusty recommended that the item return for approval at a future meeting with the unintentionally omitted Section 15.30.

Mr. Draper stated that he confirmed with the City Recorder that Section 15.30 had not been noticed and could not be approved during this meeting.

- 15.C. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Sections 17.10.030 Definitions, 17.60.110 Required Buffer Widths and Improvements, 17.60.120 General Fencing Provisions, and 17.60.130 Chain Link Fencing

The City Council requested staff draft an amendment to fencing standards that would clarify which streets require walls versus fences; address issues confronted by Neighborhood Improvement; and any other items that staff felt could prove problematic in the future.

Three issues triggered the code changes:

1. Reformatting fencing language in Eagle Mountain Municipal Code for better organization;
2. Adding wording respecting site screens, suitable fencing materials and their care and keeping, the equivalency of berms and hedges to fences, and electric fencing; and,
3. Specifying which rights-of-way will require screen walls with decorative masonry or concrete and requiring any request for exception to these rules to be approved by the City Council.

New language largely pertains to:

1. Defining allowable fence materials;

2. Maintenance of fences;
3. The use of residential privacy screens when a 6-foot fence appears too short in certain yard areas based on property elevations (trees are considered too slow growing to create a view barrier and accessory buildings are not desired);
4. Introduction of electric fencing standards;
5. Notes that berms and hedges are considered functionally equivalent to fences;
6. Reiteration that certain uses require fencing due to perceived/possible impacts, and that the City does not enforce fencing standards in Covenants, Conditions, and Restrictions (CC&Rs) for homeowner associations (HOA); and
7. Provisions to handle the abatement of unlawful fences.

Discussion ensued confirming that chain link fencing will only be allowed for school and industrial uses; the desire to clarify fence and retaining wall buffering standards for properties with differing elevations; and which roads should be required to have masonry or concrete fencing.

- 15.D. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Sections 17.10.030 Definitions, 16.50.020 Purpose, 16.50.030 Application and 16.50.040 Approval Process

Mr. Hobbs presented the item. The State's last legislative session included passage of House Bill 406. The bill introduced various edits to state law, allowing a property line adjustment to be executed by survey in lieu of the plat amendment process.

Councilmember Wood desires to protect existing uses and expressed concern with buffering, zoning conflicts, animal rights, and impacts on existing subdivisions.

Discussion ensued regarding the impacts of a lot line adjustment on uses, land rights, and HOA CC&Rs and methods to resolve concerns.

- 15.E. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 5.15 Liquor Licenses

Planning Director Brandon Larsen presented the item. The proposed ordinance adds statements that no liquor license shall be approved or issued if it does not comply with the location and distance requirement set forth in Title 32B, Chapter 1, Part 2, Alcoholic Beverage Control Act. It will remove the "restricted facility" definition from the Eagle Mountain Municipal Code. It will add a definition for "local consent" as required by the Department of Alcoholic Beverage Service (DABS) and remove old references that are no longer required. The standards are being updated to align with State standards regarding definition, distance, and requirements based on the proximity to a community location.

Councilmember Wood expressed support for the City using State standards as they supersede many City standards.

Councilmember Wright said he thinks that the update sends a message that Eagle Mountain City desires to attract restaurants that offer and rely on alcoholic beverage sales. He noted a grammatical correction in 5.15.110 to remove the repetition of the word *store*.

- 15.F. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Sections 17.60.155 Lot Size Mixture, and 17.25.040 Residential Development Standards

Mr. Hobbs presented the item. This proposed amendment would require that: "no more than 1/3 of the total building lots in any subdivision that lies within an NR1 future land use category area shall be comprised of lots zoned R3; and, no more than 1/2 of the remaining building lots in that same subdivision shall be designated R2."

Councilmember Wright expressed his approval of the amendment as he feels that it accomplishes requiring a mixture of product rather than the densest option. Based on conversations with Councilmember Gray, he recommended the addition of a note that a specific number of R3 lots are not entitled. The General Plan update will allow the City Council to be more specific when assigning uses.

Councilmember Clark expressed concern about being too prescriptive as she believes it stifles creativity and affordability. A Senate bill under consideration could potentially impact the proposal.

Councilmember Wood expressed concern with broad strokes unintentionally penalizing people. He thinks that more work needs to be done on the amendment to cover other considerations.

Discussion ensued regarding the following:

- The General Plan update;
- Applying the standards to lot number count rather than acreage;
- Impacts on developments with smaller parcels of land;
- Guarding against the perception of lot size entitlements;
- Incentivizing creativity and a mixture of lot types; and
- Possibly creating policy for evaluating applications rather than a code amendment.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

MOTION: *Councilmember Wood moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Wright seconded the motion.*

Those Voting Yes

- ☐ Donna Burnham
- ☒ Melissa Clark
- ☒ Jared Gray
- ☒ Rich Wood
- ☒ Brett Wright

Those Voting No

- ☒ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those Abstaining

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those Absent

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

The motion passed with a vote of 4:1.

The meeting was adjourned at 6:00 p.m.

7:00 P.M. POLICY SESSION

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Brandon Larsen, Planning Director; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Jody Bates, Chief Deputy Recorder; Chris Trusty, City Engineer; Brad Hickman, Public Works Director; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Mack Straw, Public Utilities Manager; Embret Fossum, Unified Fire Authority Battalion Chief; and Elizabeth Fewkes, Recording Secretary.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 9:29 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Clark led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Vendor registration is now open for Pony Express Days. The City is looking for vendors - Family Fun Night vendors, informational vendors, carnival boutique sales vendors, and food truck vendors. Registration is er through social media or on the Eagle Mountain City website.
- Residents can purchase Eagle Mountain City branded apparel through its online shop. Purchase hats by visiting eaglemountaincity.com/shop.
- Stop the Bleed classes will be held on February 28. This nationally recognized training can help residents understand how to save a life in an emergency situation. Sign up using the link in the City's Newsletter.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 9:33 p.m.

Bettina Cameron thanked City staff for working through the night to fix a water main break near her home. She is grateful for the many times she has seen workers and the Sheriff's office go above and beyond to assist residents.

Josh Frandsen submitted an email comment requesting that overnight parking on Clydesdale Drive be prohibited.

Mayor Westmoreland closed public comment at 9:38 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

None.

CONSENT AGENDA

9. AGREEMENTS

- 9.A. Dark Fiber Lease for Traffic Light Network Agreement – Direct Communications
- 9.B. Purchase Agreement - Old Airport Road Right of Way – Eagle Mountain Airport LLC
- 9.C. Temporary License Agreement – Proposed City Center Tank Site – Monte Vista Ranch
- 9.D. Purchase Agreement – Old Airport Road Right of Way – Perry Land Investments LLC

10. BOND RELEASES

- 10.A. Harmony Phase A Plat 4 – Into Warranty

11. BID AWARDS

- 11.A. Public Safety Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) – Zions Public Finance, Inc

12. MINUTES

- 12.A. January 16, 2024 Minutes – Regular City Council Meeting

13. SITE PLAN

- 13.A. SITE PLAN – Marketplace at Eagle Mountain Town Center Lot 303
- 13.B. SITE PLAN – Eagle Plaza / Beto's Mexican Food

MOTION: *Councilmember Wright moved to approve the consent agenda. Councilmember Wood seconded the motion.*

Those Voting Yes

- ☒ Donna Burnham
- ☒ Melissa Clark
- ☒ Jared Gray
- ☒ Rich Wood
- ☒ Brett Wright

Those Voting No

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those Abstaining

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those Absent

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

The motion passed with a unanimous vote.

SCHEDULED ITEMS

14. PARKWAY FIELDS (AULT FARMS)

14.A. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Parkway Fields (Ault Farms) Master Development Plan

Items 14.A. and 14.B. were presented and discussed concurrently.

Senior Planner Robert Hobbs presented the item. Parkway Fields has been building out in keeping with the Ault Farms Master Development Plan (MDP) and associated Master Development Agreement (MDA) adopted some years ago. A modification request to the original plat and development agreement was deemed warranted due to the following factors:

1. The applicant's former request to develop a centralized preliminary plat of townhomes (C) that borrowed from some other phases in the project;
2. The Council's corresponding request that townhome units in Phase C be aggregated into two sub-phases (C-1 and C-2) resulting in changed phasing layouts and labeling of the other plats;
3. A desire to adjust the project's phasing plan;
4. The need to rezone a small pair of strips in Phase C from RC to MF1 to accommodate about four extra townhomes to be offset by fewer RC lots in Phase G;
5. The proposal to provide a more detailed and differently arranged Plat G to replace the originally contemplated Plat E; and
6. Interest in modifying the singular landscape stub connection to the commercial area through the old Plat G (now Plat F) by replacing the same with two separate accesses to the commercial lot to the west.

Discussion verified that the duplicate road names will be changed and the plan will be adjusted to include all the required open space.

Councilmember Wright asked if the open space has been reduced in Plat F.

Mr. Hobbs stated that the applicant is aware of the deficiency and is willing to compensate for the lost open space. The proposed adjustments do not cause an increase in density within the project. The plan provides all the requisite multifamily amenities.

Applicant representative Bronson Tatton addressed the City Council stating the townhome units increased to 22 and 25 feet wide which resulted in the need to utilize some of the area in the development previously designated for RC units. The property owner of the church site requested access from interior roads rather than Pony Express Parkway. They are dedicating land for Old Airport Road and the adjacent open space to the City. Some of the open space along Old Airport Road will be improved for a regional, multi-use trail and trailhead. Regional amenities that qualify for park impact fees, such as a bicycle pump track, are being considered. In the foothill residential area, the layout was changed when Old Airport Road was reclassified as a minor collector and Lake Mountain Road was reclassified as a local road from a limited access road in the latest Transportation Master Plan update. In the new design, homes now front on Lake Mountain Road. The original MDA exceeded the open space requirement. They are amenable to increasing the open space by reducing the lot sizes to meet the previous amount provided if desired by the City Council.

Councilmember Clark stated that she would prefer for the lots to remain their current size rather than be reduced to use the acreage for open space. She may have felt differently if the lots were for multifamily units or smaller in size.

Councilmember Wood concurred with Councilmember Clark. He advocated for a safe pedestrian route to allow residents access to the trails and amenities on the opposite side of Old Airport Road.

Mayor Westmoreland opened the public hearing at 9:59 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wright moved to approve an ordinance of Eagle Mountain City, Utah, amending the Parkway Fields Master Development Plan as presented. Councilmember Clark seconded the motion.*

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

14.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Parkway Fields (Ault Farms) Master Development Agreement (MDA)

MOTION: *Councilmember Clark moved to approve an ordinance of Eagle Mountain City, Utah, amending the Parkway Fields Master Development Agreement. Councilmember Burnham seconded the motion.*

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

15. ORDINANCES/PUBLIC HEARINGS

15.A. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.25.040 Residential Development Standards

City Attorney Marcus Draper reviewed the changes in the amendment as discussed during work session.

Mayor Westmoreland opened the public hearing at 10:02 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Section 17.25.040 Residential Development Standards. Councilmember Clark seconded the motion.*

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

15.B. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 15 Buildings and Construction Standards and Specifications

City Engineer Chris Trusty stated that he was comfortable amending the standards in the future to change the references to Unified Fire Authority to Eagle Mountain Fire Department personnel should the City decide to have its own fire department. He noted that although it was not evident in the work session presentation, truck route approval requirements are included in the update.

Mayor Westmoreland opened the public hearing at 10:04 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Title 15 Buildings and Construction Standards and Specifications. Councilmember Wright seconded the motion.*

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

15.C. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Sections 17.10.030 Definitions, 17.60.110 Required Buffer Widths and Improvements, 17.60.120 General Fencing Provisions, and 17.60.130 Chain Link Fencing

Discussion ensued regarding whether to require concrete type fencing for minor collectors in addition to the requirement for stone, decorative concrete, or masonry walls for major collectors, minor arterial, and major arterial roads.

Mayor Westmoreland opened the public hearing at 10:08 pm. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Sections 17.10.030 Definitions, 17.60.110 Required Buffer Widths and Improvements, 17.60.120 General Fencing Provisions, and 17.60.130 Chain Link Fencing. Councilmember Burnham seconded the motion.*

Mr. Hobbs asked if the Council intended to include the staff recommendations.

AMENDED MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Sections 17.10.030 Definitions, 17.60.110 Required Buffer Widths and Improvements, 17.60.120 General Fencing Provisions, and 17.60.130 Chain Link Fencing with the following conditions:*

- 1. That the last sentence of 17.60.120(I) be reworded to read: "This shall not be construed to mean, however, that berms or hedges may be substituted for fencing or walls where fencing or a wall are specifically required to be installed per code.";*
 - 2. That 17.60.120(P) be reworded to read: "P. Abatement: Abatement of unlawful fences. The following fences are declared unlawful nuisances and shall be subject to the enforcement provisions of section 3-4-2, "Abatement of nuisances", of this Code:*
 - 1. Any fence or wall (including retaining walls with walls or fences atop the same) that is in whole or in part weak, or constructed of broken, unsightly, inferior or old, worn materials of a flammable nature that may impair the value of the adjoining land.*
 - 2. Any fence or wall (including retaining walls with walls or fences atop the same) constructed or maintained for the purpose of maliciously annoying the owners or occupants of an abutting property.*
 - 3. Any fence or wall (including retaining walls with walls or fences atop the same) not constructed or maintained in accordance with this section;"*
and
 - 3. A definition and picture be added in 17.10.030 for split-rail fencing.*
- Councilmember Burnham seconded the motion.*

Councilmember Gray recalled that the work session discussion had included the desire of the Council to have staff amend the buffering standards to ensure the six-foot buffer is on the commercial side and to address fencing standards for properties with elevation differences.

Mr. Hobbs requested that the City Council approve this item and allow staff to prepare an amendment with the additional changes to be presented at the next City Council meeting.

AMENDED MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Sections 17.10.030 Definitions, 17.60.110 Required Buffer Widths and Improvements, 17.60.120 General Fencing Provisions, and 17.60.130 Chain Link Fencing with the following conditions:*

- 1. That the last sentence of 17.60.120(I) be reworded to read: "This shall not be construed to mean, however, that berms or hedges may be substituted for fencing or walls where fencing or a wall are specifically required to be installed per code.";*

2. *That 17.60.120(P) be reworded to read: "P. Abatement: Abatement of unlawful fences. The following fences are declared unlawful nuisances and shall be subject to the enforcement provisions of section 3-4-2, "Abatement of nuisances", of this Code:*

1. *Any fence or wall (including retaining walls with walls or fences atop the same) that is in whole or in part weak, or constructed of broken, unsightly, inferior, or old, worn materials of a flammable nature that may impair the value of the adjoining land.*
2. *Any fence or wall (including retaining walls with walls or fences atop the same) constructed or maintained for the purpose of maliciously annoying the owners or occupants of an abutting property.*
3. *Any fence or wall (including retaining walls with walls or fences atop the same) not constructed or maintained in accordance with this section;" and*
3. *A definition and picture be added in 17.10.030 for split-rail fencing; and*
4. *Directing staff to prepare an amendment with the changes to commercial buffering and elevation requirements to be presented at a future meeting.*

Councilmember Burnham seconded the motion.

Those Voting Yes

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

Those Voting No

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

Those Abstaining

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

Those Absent

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

The motion passed with a unanimous vote.

15.D. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Sections 17.10.030 Definitions, 16.50.020 Purpose, 16.50.030 Application and 16.50.040 Approval Process

Mayor Westmoreland opened the public hearing at 10:16 p.m. As there were no comments, he closed the hearing.

Discussion ensued regarding whether information about existing property entitlements, specifically animal rights or buffering, needed to be added to the standards; concerns with land use conflicts; and factors requiring the approval or denial of a lot line adjustment.

Mr. Draper stated that language could be added to the standards recognizing that a lot may have multiple zones and that a lot line adjustment does not alter zoning. He clarified that applications would need to comply with the terms of an applicable MDA and land use ordinances.

Mr. Larsen noted that this amendment is specific to lot line adjustments rather than uses. When a property has two zones, generally land use code includes a provision that the most restrictive requirement prevails.

AMENDED MOTION: *Councilmember Burnham moved to table an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Sections 17.10.030*

Definitions, 16.50.020 Purpose, 16.50.030 Application, and 16.50.040 Approval Process instructing the City Attorney to add the requested statement clarifying that lot line adjustments do not alter zoning. Councilmember Wright seconded the motion.

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☒ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a vote of 4:1.

- 15.E. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 5.15 Liquor Licenses

Mayor Westmoreland opened the public hearing at 10:30 p.m. As there were no comments, he closed the hearing.

MOTION: ***Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Section 5.15 Liquor Licenses. Councilmember Wright seconded the motion.***

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

- 15.F. ORDINANCE / PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Sections 17.60.155 Lot Size Mixture, and 17.25.040 Residential Development Standards

Councilmember Gray requested to add a provision clarifying that the developers are not guaranteed to have one-third of the lots be zoned R3.

Councilmembers Burnham and Wright stated that they would prefer to table the item to have additional time to update and adjust the standards.

Mayor Westmoreland opened the public hearing at 10:33 p.m. and continued the hearing to the March 6, 2024 meeting.

MOTION: ***Councilmember Wood moved to table an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Sections 17.60.155 Lot Size Mixture,***

and 17.25.040 Residential Development Standards instructing staff to meet with Councilmembers to receive feedback regarding adjusting the language and to have the item placed on the March 6, 2024 agenda. Councilmember Wright seconded the motion.

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

16. ORDINANCES

16.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 2.08, Form of Government and Section 2.15.120 Presiding Officer

Councilmember Wood stated that he desires to amend EMMC 02.08.030 to state, “No one member of the 6-member council shall make decisions for the body nor shall any member of the body, knowingly, give the perception to an organization, or individual citizen, or staff that they are authorized to represent the full body without the city council’s vote and approval in an open and public meeting.”

Mr. Draper requested to spell out the number six in Section 2.08.030 to be consistent with the formatting of other sections of code. As the section governs the internal conduct of local government it is unlikely to be challenged in a court of law. Nevertheless, there may be constitutional implications that have not been fully vetted and it could be considered a prior restraint on speech. Prior restraints on speech are generally not favored under the First Amendment. He would need to research the matter more thoroughly to make a determination.

Discussion ensued regarding prior restraints on speech in relation to First Amendment rights and their differences to rules of decorum.

Councilmember Burnham stated that her requests during the previous meeting had not been addressed.

Mayor Westmoreland recalled a request for a paragraph of intent to be added.

Councilmember Wood stated that he was not aware of the request.

Mr. Draper cited a portion of the minutes from the January 2, 2024 meeting regarding his recommendation to include an intent statement to Section 2.15.120 to explain that the purpose is to codify and clarify State statutes rather than to make substantive changes.

Councilmember Wood stated that he is in favor of the amendment as presently worded and was ready to call to question a vote without further discussion.

The other Councilmembers elected to continue the discussion of the amendment.

Councilmember Burnham advocated for alternative wording to EMMC 2.15.120(B), “The mayor will propose Council assignments and the Council will discuss making changes when necessary to accommodate schedules.”

Discussion ensued regarding the following:

- Whether to have the mayor propose liaison assignments prior to discussion by the City Council or to have Councilmembers volunteer or nominate liaisons.
- Concerns with Councilmembers remaining in liaison assignments for long periods of time.
- Adding a provision that Councilmembers are responsible for finding a substitute if they are unable to fulfill their assignment.
- The mayor being included on the list to serve as a liaison.
- Whether the “body of elected City Council Members” in EMMC 2.15.120(A) includes the mayor.
- What constitutes a policy requiring a City Council vote per 2.08.060 and the potential impacts on staff; and
- Whether the mayor would vote on the liaison assignments.

MOTION: *Councilmember Wood moved to adopt an ordinance of Eagle Mountain City, Utah, enacting Eagle Mountain Municipal Code Chapter 2.08, Form of Government and Section 2.15.120 Presiding Officer with the following amendments:*

1. *EMMC 2.18.080, “No new city policies, code, ordinance, or resolution shall be created and enacted by mayor or staff without the consent of the majority vote of city council in an open and public meeting; and*
2. *EMMC 2.15.120(B), “Discuss and make all assignments to each city council member and the mayor that promote and enhance necessary representation and support for the citizens of the city. The mayor will make a recommendation of liaison assignments, the council will then discuss the assignments and vote on the final assignments. It will pass with a majority vote.”*

AMENDED MOTION: *Councilmember Wood moved to adopt an ordinance of Eagle Mountain City, Utah, enacting Eagle Mountain Municipal Code Chapter 2.08, Form of Government and Section 2.15.120 Presiding Officer with the following amendments:*

1. *EMMC 2.18.080, “No new city policies, code, ordinance, or resolution shall be created and enacted by mayor or staff without the consent of the majority vote of city council in an open and public meeting;*
2. *EMMC 2.15.120(B), “Discuss and make all assignments to each city council member and the mayor that promote and enhance necessary representation and support for the citizens of the city. The mayor will make a recommendation of liaison assignments, the council will then discuss the assignments and vote on the final assignments. It will pass with a majority vote;” and*
3. *EMMC 2.08.030, “No one member of the six-member council shall make decisions for the body nor shall any member of the body knowingly give the perception to an organization, or individual citizen, or staff that they are authorized to represent the full body without the city council’s vote and approval in an open and public meeting.”*

Councilmember Gray seconded the motion.

Discussion clarified that the standards will only apply to liaison assignments and not the mayor's committee assignments and that the mayor could function as a liaison in the place of a councilmember.

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

17. LEGISLATIVE ITEMS

17.A. UPDATE – Legislative Priorities List

Director of Legislative Affairs Cliff Strachan reviewed the status and completion of items on the Legislative Priorities List. He informed the Council of upcoming trainings and legislative bills of interest to the City and Utah League of Cities and Towns.

Councilmember Clark asked that the names and descriptions of the items on the legislative priorities list be as clear and detailed as possible to prevent confusion for residents.

Mayor Westmoreland requested that staff follow the progress on the timing for a UDOT traffic light for Cory B. Wride Memorial Highway and Eagle Mountain Boulevard.

18. CITY COUNCIL/MAYOR'S BUSINESS

Discussion ensued regarding the following:

- Short-term rentals not being allowed in the City unless they are residing in a commercial zone where hotels are permitted, and the property owners have obtained a State sales tax license;
- Some residents violating City tax code regarding transit room tax;
- Complaints from residents about short-term rentals; and
- The benefits of permitting the use and addressing specific issues rather than prohibiting the use.

Mr. Larsen noted that staff has already begun researching the topic.

19. CITY COUNCIL BOARD LIAISON REPORTS

The Councilmembers discussed the liaison assignment list proposed by the Mayor and assignment scheduling conflicts and availability to determine liaison assignments for 2024.

MOTION:

Councilmember Wright moved to adopt the following liaison assignments:

- ***Councilmember Burnham: Cemetery Advisory Board and Eagle Mountain Arts Alliance;***
- ***Councilmember Clark: Senior Citizen Advisory Board and Library Advisory Board;***

- **Councilmember Gray:** *Military and Veterans Advisory Board, Parks and Recreation Advisory Board, and Youth Council;*
- **Councilmember Wood:** *Economic Development Board, Pony Express Events, and Development Review Committee; and*
- **Councilmember Wright:** *Planning Commission and Utah League of Cities and Towns.*

Councilmember Wood *seconded the motion.*

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

MOTION: *Councilmember Clark moved to elect Jared Gray to serve as Mayor Pro Tempore. Councilmember Wood seconded the motion.*

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

Councilmember Clark

Councilmember Clark invited the elected officials and applicable staff members and their spouses to attend the Chamber of Commerce Gala on Wednesday, February 21, 2024, at 7:00 p.m. She announced that the Eagle Mountain Chamber received a grant from the Governor's Office of Opportunity. Dow Tax and Accounting is celebrating a Grand Reopening for its 10th anniversary in the City.

20. COMMUNICATION ITEMS

20.A. Financial Update

21. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn at 12:28 a.m. Councilmember Wright seconded the motion.*

Those Voting Yes	Those Voting No	Those Abstaining	Those Absent
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham

- | | | | |
|---|--|--|--|
| ☒ Melissa Clark | ☐ Melissa Clark | ☐ Melissa Clark | ☐ Melissa Clark |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☒ Jared Gray |
| ☒ Rich Wood | ☐ Rich Wood | ☐ Rich Wood | ☐ Rich Wood |
| ☒ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |

The motion passed with a unanimous vote.

The meeting was adjourned at 12:28 a.m.

Approved by the City Council on February 20, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Amended and Restated Master Development Agreement for the Firefly Master Planned Community		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:	Oquirrh Wood Ranch		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve a Resolution for the First Amendment to the Amended and Restated Master Development Agreement for the Firefly Master Planned Community, Amending Exhibit E.

BACKGROUND:

The parties are looking to amend Exhibit E to the Firefly Amended and Restated Master Development Agreement to update the Level of Service requirements for culinary water.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[EXHIBIT - First Amendment to Firefly ARMDA](#)

[RES--1st Amend Firefly MDA](#)

WHEN RECORDED, RETURN TO:

Eagle Mountain City
Attn: Fionnuala B. Kofoed, City Recorder
1650 Stagecoach Run
Eagle Mountain, UT 84005

**FIRST AMENDMENT
TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR THE FIREFLY MASTER PLANNED COMMUNITY**

This First Amendment to the Amended and Restated Master Development Agreement for the Firefly Master Planned Community (“First Amendment”) is made and entered into as of the ____ day of _____, 2024, by and between Eagle Mountain City, a political subdivision of the State of Utah (“City”); Oquirrh Wood Ranch, LLC, a Utah limited liability company (“Master Developer”); White Hills Water Company, a Utah corporation (“WHWC”); GSFJV, LLC, a Utah limited liability company (“GSFJV”); Grant Smith Farms, LLC, a Utah limited liability company (“GSF”); and PC Industrial, LLC, a Utah limited liability company (“PC Industrial”).

RECITALS

A. On July 5th, 2023, the Parties entered into an Amended and Restated Master Development Agreement for the Firefly Master Planned Community (the “Original ARMDA”).

B. On July 25th, 2023, a *Memorandum of Amended and Restated Master Development Agreement for the Firefly Master Planned Community* was recorded as Entry No. 47709:2023 in the official records of the Utah County Recorder (the “Memo of ARMDA”).

C. On September 27, 2023, the City approved a *Notice of First Administrative Modification* (the “First Modification”) to the Original ARMDA. The First Modification was recorded as Entry No. 68072:2023 in the official records of the Utah County Recorder.

D. The Original ARMDA, the Memo of ARMDA, and the First Modification are collectively referred to as the “ARMDA”.

E. On January 24th, 2023, the City and OWR executed a Water Purchase Agreement (the “Water PSA”) regarding the purchase (by OWR from the City) and sale (by the City to OWR) of approximately 4,000 acre-feet of water for the Project. OWR and the City have negotiated an amendment to the Water PSA (the “Amended Water PSA”). The Parties hereto recognize and acknowledge that the Water PSA and the ARMDA are independent agreements. However, a material condition of OWR’s and the City’s willingness to enter into the Amended Water PSA was predicated upon the approval of this First Amendment.

F. Additionally, the City recently adopted new Residential Water Right Requirements (the “Updated Water LOS”) which reduce the amount of culinary water required to be dedicated to the City for new development.

G. OWR has also conducted studies (“Water Usage Studies”) to better determine the amount of water to be dedicated to the City for development within Firefly in light of the more stringent landscaping

and other water efficiency standards set forth in the ARMDA. The data from these studies have been shared with the City.

H. In light of the Amended Water PSA, the Updated Water LOS, and the Water Usage Studies, the Parties desire to amend the ARMDA as set forth herein.

I. The Parties have cooperated in the preparation of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows.

AMENDMENT

1. **Effect of First Amendment.** Other than as specifically amended herein by this First Amendment, the ARMDA shall remain in full force and effect.

2. **Amendment of Exhibit E; Updated Culinary Water Level of Service.** Exhibit “E” of the ARMDA is hereby deleted in its entirety and replaced with the attached Exhibit “E.1”.

3. **Recording.** The Parties shall cause this First Amendment to be recorded in the records of the Utah County Recorder.

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

[signatures on following pages]

CITY

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

Office of the City Attorney
Approved as to form and legality

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the _____ day of _____, 2024, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

MASTER DEVELOPER / OWNER

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

MASTER DEVELOPER / OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the _____ day of _____, 2024, personally appeared before me NATHAN SHIPP duly sworn, did say that he is the Manager of OQUIRRH WOOD RANCH, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

WHITE HILLS WATER COMPANY, INC.
A Utah Corporation

OWNER ACKNOWLEDGMENT

On the ____ day of _____, 2024, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the President of WHITE HILLS WATER COMPANY, INC., a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its governing documents and signed in behalf of said company.

5

OWNER

GSFJV, LLC

A Utah limited liability company

NATHAN SHIPP, Manager

OWNERACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the _____ day of _____, 2024, personally appeared before me NATHAN SHIPP duly sworn, did say that he is the Manager of GSFJV, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

OWNER

PC INDUSTRIAL, LLC

A Utah limited liability company

NATHAN SHIPP, Manager

OWNERACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the _____ day of _____, 2024, personally appeared before me NATHAN SHIPP duly sworn, did say that he is the Manager of PC INDUSTRIAL, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

OWNER

GRANT SMITH FARMS, LLC
A Utah limited liability company

JAMES E. SMITH, Manager

OWNERACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the _____ day of _____, 2024, personally appeared before me NATHAN SHIPP duly sworn, did say that he is the Manager of GRANT SMITH FARMS, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

EXHIBIT E.1 Culinary Water System Plan

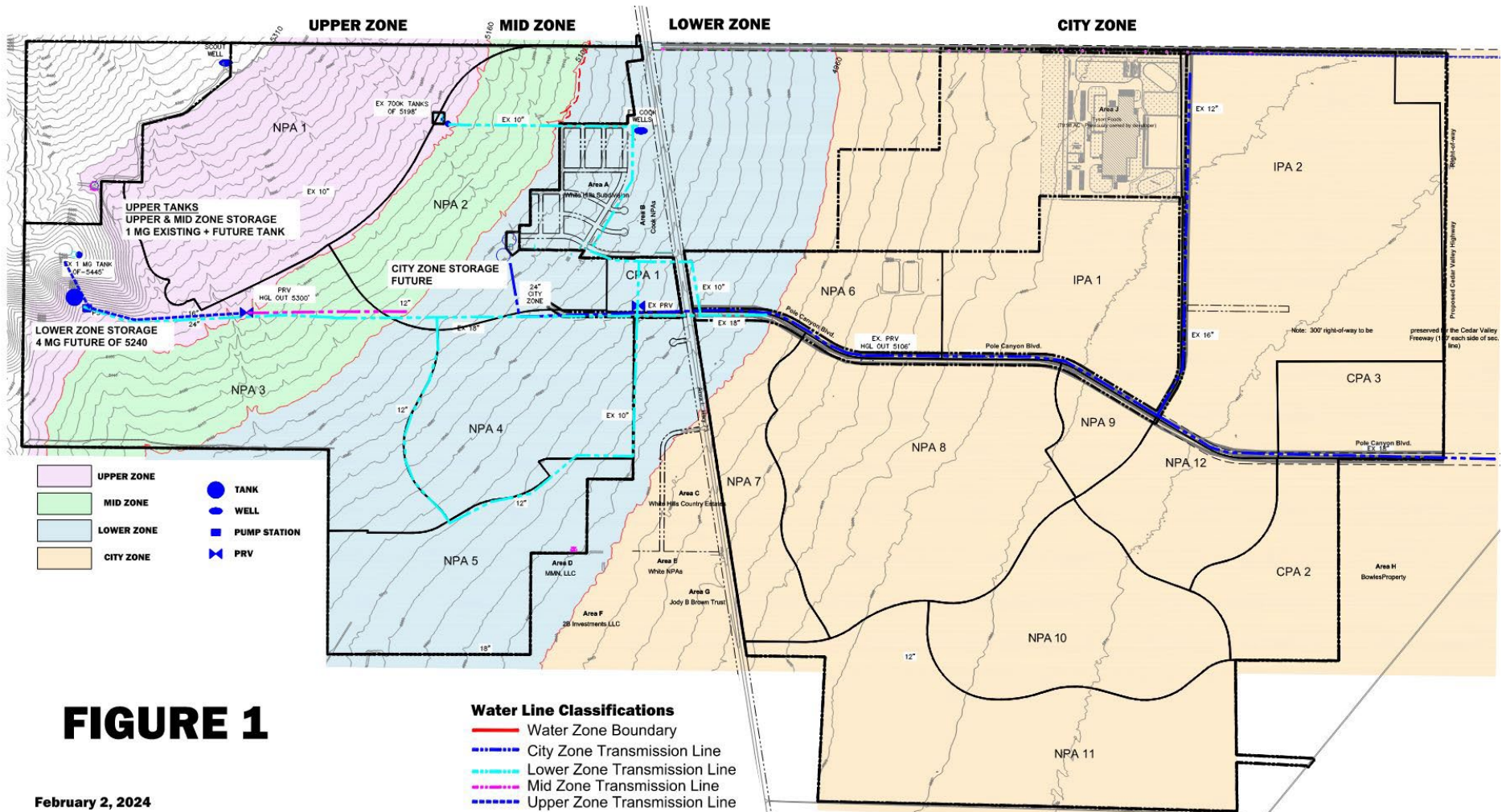


FIGURE 1

February 2, 2024

Notes:

1. Drinking Water Facility sizes represented on this figure were approximated by utilizing current Eagle Mountain's Level of Service and typical engineering assumptions. The actual constructed size of the facilities will be further evaluated at the time of their design, and may include water conservation practices, reuse, current State and City requirements, and other contributing factors.
2. Proposed infrastructure represented on this figure does not include Eagle Mountain City's regional master planned facilities. The water facilities shown are for the Firefly properties and do not include the City's planned source and transmission projects for the region.
3. Water pressure zone boundaries depicted reflect regional Master Planning level analysis. Water pressure zone boundaries can be adjusted at Planning Area boundaries at time of detailed engineering of roadways and water infrastructure.

M&I Water Planning

EGI DAI
CAPITAL MANAGEMENT UTAH'S FOREMOST LAND DEVELOPER

WEST SIDE SERVICE AREA - CULINARY WATER FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide culinary water to the West Side Service Area (WSSA). This planning covers the property within the Firefly Master Planned Community. It is intended that this document be the basis for planning infrastructure and identifying water demands for the WSSA and Firefly. The information included will be a guide for development of the water system facilities in serving both current and future needs. The document will focus primarily on System Level Infrastructure.

A. EXISTING WATER SYSTEM

During the late 1970's and early 1980's the existing WSSA water system (the "Existing System") was constructed. The Existing System was originally owned and operated by the White Hills Water Company (WHWC). In 2008, OWR principals took over the ownership and operation of WHWC. In 2010, OWR and Eagle Mountain City entered into an agreement (the "2010 Agreement") in which the Existing System would be transferred to the City and the City would thereafter own and operate the Existing System. The 2010 Agreement also established that any excess source, storage, or distribution capacities within the Existing System that had been transferred to the City would be reserved for future development by OWR and its affiliates. OWR (on behalf of WHWC) has made improvements to and constructed new water pipelines within the Existing System. These improvements and new pipelines have created excess capacity in the Existing System that will be utilized by OWR within Firefly. The following are existing facilities that have been or are planned to be provided to the City:

1. Source – The current water supply is from groundwater sources through two wells (Cook Well #1 & Cook Well #2). Cook Well #1 was the original source of water for WHWC. In 2017, WHWC (through OWR) replaced the well pump in the Cook Well #1 and per Division of Drinking Water requirements drilled a second well (Cook Well #2) to provide a redundant water source for the Existing System. Both wells are within the same site. Each of the wells have been rated at a capacity of 1,200 gpm with their current installed pumps while pumping to the existing lower tank site. At present, the two wells combined authorized capacity is rated as 1,200 gpm due to the need for a redundant water source. When additional water source is developed to feed into the WSSA then the combined capacity for Cook Well #1 and Cook Well #2 will be increased to 2,400 gpm. Well logs and a hydrogeologic evaluation suggest that the potential capacity of each well is approximately 3,000 gpm. Again, at such time additional water source is developed to feed into the WSSA then the potential combined capacity may be increased to 6,000 gpm. The following table provides source capacity and includes existing residents Peak Day Demands being served by the Cook Well #1 and Cook Well #2:

Table 1: Existing Source Summary

Name	Capacity (gpm)	Existing System Use (gpm)	OWR Excess Capacity (gpm)	Proposed Increased Capacity (gpm)
Cook Well #1	1,200	100	1,100	3,000
Cook Well #2	1,200	0	1,200	3,000

2. Transmission/Distribution – Pipe diameters in the Existing System are reported to range from 6-18 inches. Pursuant to the 2010 Agreement, WHWC (through OWR) has made the following improvements to certain pipelines within the Existing System: (1) Replacement of a 10" water line in Wilson Avenue with a 10" C900 PVC; (2) installation of a casing crossing of SR-73 with 10-inch C900 PVC; (3) installation of a 10-inch PVC C900 line has been installed along the east side of SR-73; (4) installation of a PVC C900 line to the White Hills Country Estates Subdivision; (5) installation of an 18-inch PVC C900 line From SR-73 to Tyson Foods; and (6) Construction of an 18-inch PVC C900 transmission line (to be utilized by OWR for future development) was constructed to the west of SR-73 as a transmission line to a future tank. This transmission line still needs to be tested and commissioned. The capacity in the following table was estimated using a velocity of five feet per second for peak flows.

Table 2: Transmission Summary

Name	Transmission Capacity (gpm)	Existing System Use (gpm)	OWR Excess Transmission Capacity (gpm)	Pipe Length (ft)
Pole Canyon Blvd 18" C900 WL to Tyson Pkwy	3,621	750 (20.7%) Tyson Demands	2,871 (79.3%)	6700'
Tyson Pkwy 16" C900	2,884	750 (26.0%) Tyson Demands	2,134 (74.0%)	3250'
Tyson Pkwy 12" C900	1,661	28 (1.7%) Tyson 1.5" Connection	1,633 (98.3%)	1600'
West Transmission Line 18" C900	3,621	0	3,621 (100%)	4585'

3. Storage – There are currently three storage tanks (one upper, two lower) within the Existing System. Only the two lower tanks are active and under ownership of the City. The upper tank will be placed into the Existing System once a transmission line is activated to the tank. All three tanks were constructed of steel. All three tanks have been refurbished with new coatings and other repairs to bring them into compliance. The storage tanks are summarized in the following table and include existing residents and Tyson Foods peak day demands:

Table 3: Existing Storage Tank Summary

Name	Storage Capacity (gal)	Existing System Use (gal)	OWR Excess Storage Capacity (gal)	Overflow Elevation (ft)
Lower Tank #1	220,000	220,000	0	5198'
Lower Tank #2	550,000	548,000	2,000	5198'
Upper Tank	1,000,000	0	1,000,000	5445'

The excess capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third-party developers and/or builders connect to the Existing System (as may be improved by OWR or its affiliates).

4. Pressure Zones – There are currently three pressure zones in the Existing System: (1) The main zone (that provides pressure to White Hills Subdivision); (2) The City zone (that provides pressure to Tyson Foods through a PRV); and (3) A smaller zone (that provides decreased pressures to the White Hills Country Estates through a PRV).

B. FUTURE REQUIREMENTS

The Existing System provides indoor water, outdoor irrigation, and fire protection for the WSSA. The recently approved ARMDA contemplates 8,790 residential dwelling units with supporting open space, industrial, and commercial uses. Improvements to the Existing System will need to be made to support these proposed uses. Improvements to the Existing System will be based upon the following pressure, source, transmission, and storage requirements:

1. Pressure Requirements – The State of Utah requires that public water systems maintain minimum pressure standards during peak demands. Those minimum standards are set forth in the City's 2021 Impact Fee Facilities Plan and are hereby adopted and applicable to the WSSA as follows:

Table 4: Pressure Requirements

Residual Peak Day Demands with Fire Flow ¹ :	20 psi
Peak instantaneous/hour demands:	30 psi
Peak day demands:	40 psi

¹ Minimum residential fire flow is anticipated as 1,500 gpm for 2 hours with a residual of 20 psi for residential and 3,000 gpm for 3 hours with a residual of 20 psi for industrial/commercial uses.

2. Source Requirements – Table 4 sets forth the source requirements necessary to satisfy the demands of the proposed uses set forth in the ARMDA.

Table 5: Level of Service and Source Requirements for Firefly

RESIDENTIAL			
TYPE OF USE	UNITS	LEVEL OF SERVICE	DEMAND (ac-ft)
Single Family – Indoor	5,345	0.30 ac-ft/unit	1,604
Multi-Family – Indoor	3,045	0.24 ac-ft/unit	731
Apartments – Indoor	400	0.24 ac-ft/unit	96
TYPE OF USE	IRRIGATED ACRES	LEVEL OF SERVICE	DEMAND (ac-ft)
Single Family – Outdoor ¹	548	1.975 ac-ft / irrigated acre	1,082
Multi-Family – Outdoor ²	91	1.485 ac-ft / irrigated acre	136
TOTAL RESIDENTIAL DEMAND			3,648
PARKS & OPEN SPACE			
TYPE OF USE	IRRIGATED ACRES	LEVEL OF SERVICE	DEMAND (ac-ft)
Native Seed Mid	87	1.083 ac-ft / irrigated acre	94
Turf	47	3.20 ac-ft / irrigated acre	150
Xeriscape	37	0.75 ac-ft / irrigated acre	28
Hardscape / Un-Irrigated	168	-	-
TOTAL PARKS & OPEN SPACE DEMAND			272
INDUSTRIAL			
TYPE OF USE	DEVELOPED ACREAGE	LEVEL OF SERVICE ⁴	DEMAND (ac-ft)
Industrial Planning Areas – Indoor	497	0.6 ac-ft / developed acre	298
TYPE OF USE	IRRIGATED ACRES	LEVEL OF SERVICE	DEMAND (ac-ft)
Industrial Planning Areas – Outdoor ³	75	1.485 ac-ft / irrigated acre	111
TOTAL INDUSTRIAL DEMAND			409
COMMERCIAL			
TYPE OF USE	DEVELOPED ACREAGE	LEVEL OF SERVICE ⁴	DEMAND (ac-ft)
CPA – Indoor	105	0.6 ac-ft / developed acre	63
TYPE OF USE	IRRIGATED ACRES	LEVEL OF SERVICE	DEMAND (ac-ft)
CPA – Outdoor ³	16	1.485 ac-ft / irrigated acre	35
TOTAL COMMERCIAL DEMAND			98
TOTAL PROJECT WATER DEMAND			4,427 ac-ft

¹ 50% Turf and 50% Xeriscape

² 30% Turf and 70% Xeriscape

³ 15% of Developed Acreage to be Landscaped with 30% Turf and 70% Xeriscape

⁴ Level of Service is for typical industrial and commercial uses. Specific demands will be determined at the time of development approval.

3. Transmission/Distribution Requirements – Future improvements to the Existing System should be designed to meet the following capacity requirements according to the proposed uses. Note that commercial and industrial transmission will be determined on a case-by-case basis and established based upon fixture counts or use data.

Table 6: Transmission/Distribution Requirements

Single Family – Indoor Peak Day Demand ¹ :	375 gpd/unit
Multi-Family or Active Adult – Indoor Peak Day Demand ¹ :	300 gpd/unit
Turf – Peak Outdoor Day Demand:	5.0 gpm/irrigated acre
Xeriscape – Peak Outdoor Day Demand:	2.23 gpm/irrigated acre

¹ Each individual Single-Family unit represents 1.0 equivalent residential unit (ERU).

² Each Multi-Family or Active Adult unit represents 0.8 ERU.

4. Storage Requirements – To accommodate the development of the proposed uses within the WSSA, the following storage capacities are required to be constructed

Table 7: Storage Requirements

Single Family – Indoor Storage (avg. day demand):	268 gpd/unit
Multi-Family or Active Adult – Indoor Storage (avg. day demand):	214 gpd/unit
Outdoor Storage	2,848 gpd/irr. acre

5. Planned Pressure Zones – Figure 1 provides for the proposed location of the planned pressure zones. The Upper and Mid Zones storage will be serviced through the Upper Tank hydraulic grade line. The Lower Zone storage will be through a planned 4MG tank with augmented flows from the Upper Tank during emergencies through a PRV. The existing Lower Tanks HGL do not fit into the proposed pressure zones and may need to be utilized separately. The Industrial/City Zone is planned to provide storage through PRVs from the new 4 MG Lower Tanks HGL until lower tanks for this pressure zone are constructed. However, during an emergency the zone is also connected to the City's Main Zone through a PRV for fire flows. It was anticipated that zone boundaries provide the minimum pressure standards set forth herein with a maximum pressure of 120 psi.

C. Future Facilities

The following improvements will need to be made to the Existing System to satisfy the future requirements according to the levels of service established herein:

1. Source/Pumping – Water source pump stations will be provided for each zone. The stations will be sized for each zone utilizing planned ERUs and the peak day demand. It is anticipated that pump stations (well or booster) will convey water to the Upper, Mid, and Lower Zones.

2. Storage – The following are anticipated storage locations for each zone:

Table 8: Zone-Specific Future Storage Projections

Upper and Mid Zones	1.0 MG Existing plus Future Tank
Lower Zone	4 MG (2 MG for OWR, 2 MG for City)
City / Industrial Zone	Placed near open space northeast of White Hills Subdivision

3. Transmission – Transmission lines are planned to follow roads. Figure 1 provides the anticipated transmission backbone for OWR. Major transmission lines will be required from the Upper and Lower Tanks to the distribution system. It is also anticipated that a major transmission line will follow the southern boundary of OWR. Final layout of transmission lines will be coordinated with the City as each area within the Project is developed.

RESOLUTION NO. R-____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE AMENDED
AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE
FIREFLY MASTER PLANNED COMMUNITY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Amended and Restated Master Development Agreement for the Firefly Master Planned Community, 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 Amended and Restated Master Development Agreement for the Firefly Master Planned Community, as set forth in Exhibit A.

2. The First Amendment to the Amended and Restated Master Development Agreement for the Firefly Master Planned Community 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 20th day of February 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 20th day of February 2024.

Those voting yes: Those voting no: Those excused: Those abstaining:

- | | | | |
|--|--|--|--|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Melissa Clark | ☐ Melissa Clark | ☐ Melissa Clark | ☐ Melissa Clark |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Rich Wood | ☐ Rich Wood | ☐ Rich Wood | ☐ Rich Wood |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE: RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing Staff to Vacate an Easement recorded with the Utah County Recorder's Office on August 22, 2000, Entry #56814:2000 upon approval of the Final Plat

ITEM TYPE: Resolution

FISCAL IMPACT:

APPLICANT:

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

RECOMMENDATION:

Staff recommends the City Council approve a Resolution authorizing staff to Vacate an Easement recorded with the Utah County Recorders office on August 22, 2000, Entry #56814:2000 upon approval of the Final Plat.

BACKGROUND:

On August 22, 2000, an (Individual) Easement was recorded in the Utah County Recorder's office from Sheryl Ann Crawley to Eagle Mountain City.

This Easement is not recorded as either a PUE (Private Utility Easement) or an MUE (Municipal Utility Easement).

A portion of the easement is located on the Walmart property. The remainder of the easement was previously vacated in 2018. Eagle Mountain City is currently not using the easement and hasn't been for some time.

This resolution would allow the city to vacate the unused easement with the approval of the Walmart final plat done by the Development Review Committee (DRC).

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Vacation and Abandon Easement at Final Plat](#)

[Vacation and Abandonment Easement](#)

[Vicinity Map - Easement Location](#)

RESOLUTION NO. R-____-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE VACATION AND ABANDONMENT OF AN
EASEMENT UPON FINAL PLAT APPROVAL

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Vacation and Abandonment of an Easement upon Final Plat Approval, 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 Vacation and Abandonment of an Easement upon Final Plat Approval, as set forth in Exhibit A.

2. The Vacation and Abandonment of an Easement is hereby approved upon Final Plat Approval, 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 20th day of February 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 20th day of February 2024.

Those voting yes: Those voting no: Those excused: Those abstaining:

- | | | | |
|--|--|--|--|
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |
| ☐ Melissa Clark | ☐ Melissa Clark | ☐ Melissa Clark | ☐ Melissa Clark |
| ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray | ☐ Jared Gray |
| ☐ Rich Wood | ☐ Rich Wood | ☐ Rich Wood | ☐ Rich Wood |
| ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright | ☐ Brett Wright |
| ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham | ☐ Donna Burnham |

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

When Recorded, Mail to:

Gerald H. Kinghorn
Parsons Davies Kinghorn & Peters, p.c.
185 South State Street, Suite 700
Salt Lake City, Utah 84111

ENT 65814:2000 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Aug 22 3:15 pm FEE 0.00 BY ML
RECORDED FOR TOWN OF EAGLE MOUNTAIN

Space above for Recorder's Use

EASEMENT
(INDIVIDUAL)
UTAH COUNTY

Sheryl Ann Crawley of Eagle Mountain
County of Utah, State of Utah, Grantor, hereby GRANTS AND CONVEYS to the TOWN OF EAGLE MOUNTAIN, at 1680 East Heritage Drive, Eagle Mountain, Utah 84043, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement, upon part of an entire tract of land, for the purpose of installing and maintaining utility lines and appurtenant parts thereof, situate in the Meadow Ranch Phase 1 Subdivision which is located in Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian as described in the Office of the Utah County Recorder. Said easement is as follows:

Commencing at the Northeast corner of lot 139 as described in Meadow Ranch Subdivision Phase 1; thence North 89°13'40" East, 10.02 feet; thence South 04°24'44" East, 168.09 feet; thence South 36°23'59" East, 40.19 feet; thence Northwesterly 32.92 feet along an arc of a non-tangent curve having a radius of 60.00 feet through a central angle of 31°26'05" (chord bears North 78°41'41" West, 32.51 feet); thence North 04°24'44" West, 194.01 feet to the point of beginning.

The above described easement contains 0.05 acres more or less.

Grantor hereby agrees that the TOWN OF EAGLE MOUNTAIN, its officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress and egress from the above described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, and remove and replace said facilities as may be required from time to time by Grantee.

Grantor reserves the right to use said premises for the construction of future roads by Grantor over the premises, and for any other purposes provided such uses shall not interfere with the facilities or with the conveyance of utility lines and appurtenant parts installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easement which may interfere with the use of the easement by the Grantee. Grantee shall have the right to

excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than two feet without the prior written consent of Grantee provided this shall not preclude the construction of paved or unpaved roads, over or on the easement area. This right-of-way and easement grant shall be binding upon and inure to the benefit of the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored as far as practical to its preconstruction condition by the Grantee or its agents. The Grantee agrees that the line and facilities will be structurally strong enough to facilitate the construction of future roads by Grantors over said easement.

Grantee shall at all times in its use of the premises comply with all applicable laws, regulations, and ordinances.

"Hazardous Materials" means any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance, including any material defined or designated as a hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future. Grantee covenants that no Hazardous Materials shall contaminate or be stored, released, manufactured, or disposed of on the premises except for the proper and lawful storage and use of fuel, petroleum, and related substances and materials. Grantee's obligations under this paragraph shall be deemed to include, without limitation, the obligation to make at its sole cost and expense, all alterations, additions, modifications and capital improvements to the premises that may be required under or pursuant to any of the ordinances, statutes, regulations, orders, and requirements described above. Notwithstanding the above, Grantee shall not be responsible for the handling, removal, or treatment of any toxic waste or hazardous substances or materials which are present prior to the delivery of the premises to the Grantee and not costs incurred with the clean-up, removal, or treatment of such toxic waste or hazardous substances shall be allocated to the Grantee.

Grantee shall defend (with counsel acceptable to Landlord), indemnify and hold Grantor harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including without limitation, reasonable attorney's fees), arising directly or indirectly from or in any way connected with Grantee's use of the property herein described.

IN WITNESS WHEREOF, said Sheryl Ann Crawley has
caused this instrument to be executed by its proper officers thereunto duly authorized, this 4
day of August, A.D. 2000.

STATE OF UTAH)

) ss.

Sheryl Ann Crawley

COUNTY OF UTAH)

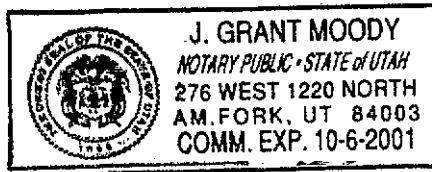
By _____

On the 4th day of August A.D. 2000 personally appeared before me, Sheryl Ann Crawley, the signer(s) of the within instrument who duly acknowledged to me that he/she executed the same.

WITNESS my hand and official stamp the

date in this certificate first above written:

[Signature]
Notary Public



WHEN RECORDED, RETURN TO:

Eagle Mountain City
c/o Fionnuala Kofoed, City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

VACATION AND ABANDONMENT
OF EASEMENT

EAGLE MOUNTAIN CITY, a Utah municipal corporation, whose address is 1650 E. Stagecoach Run, Eagle Mountain, UT 84005 (the “**City**”), hereby vacates and abandons that certain *Easement* (the “**Easement**”) dedicated to the City by **SHERYL ANN CRAWLEY**, and recorded in the records of the Utah County Recorder as Entry No. 65814:2000, and which encumbers the property described on Exhibit A. Eagle Mountain City finds that it is in the public interest to vacate and abandon the Easement which is not necessary and conflicts with higher or better use of the property encumbered by the Easement.

Dated this _____ day of February 2024.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

City Recorder

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On this _____ day of February 2024 personally appeared before me Tom Westmoreland, Mayor, who acknowledged to me that he executed the foregoing document.

Notary Public

EXHIBIT A

When Recorded, Mail to:

Gerald H. Kinghorn
Parsons Davies Kinghorn & Peters, p.c.
185 South State Street, Suite 700
Salt Lake City, Utah 84111

ENT 65814:2000 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Aug 22 3:15 pm FEE 0.00 BY ML
RECORDED FOR TOWN OF EAGLE MOUNTAIN

Space above for Recorder's Use

EASEMENT
(INDIVIDUAL)
UTAH COUNTY

Sheryl Ann Crawley of Eagle Mountain
County of Utah, State of Utah, Grantor, hereby GRANTS AND CONVEYS to the TOWN OF EAGLE MOUNTAIN, at 1680 East Heritage Drive, Eagle Mountain, Utah 84043, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement, upon part of an entire tract of land, for the purpose of installing and maintaining utility lines and appurtenant parts thereof, situate in the Meadow Ranch Phase 1 Subdivision which is located in Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian as described in the Office of the Utah County Recorder. Said easement is as follows:

Commencing at the Northeast corner of lot 139 as described in Meadow Ranch Subdivision Phase 1; thence North 89°13'40" East, 10.02 feet; thence South 04°24'44" East, 168.09 feet; thence South 36°23'59" East, 40.19 feet; thence Northwesterly 32.92 feet along an arc of a non-tangent curve having a radius of 60.00 feet through a central angle of 31°26'05" (chord bears North 78°41'41" West, 32.51 feet); thence North 04°24'44" West, 194.01 feet to the point of beginning.

The above described easement contains 0.05 acres more or less.

Grantor hereby agrees that the TOWN OF EAGLE MOUNTAIN, its officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress and egress from the above described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, and remove and replace said facilities as may be required from time to time by Grantee.

Grantor reserves the right to use said premises for the construction of future roads by Grantor over the premises, and for any other purposes provided such uses shall not interfere with the facilities or with the conveyance of utility lines and appurtenant parts installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easement which may interfere with the use of the easement by the Grantee. Grantee shall have the right to

excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than two feet without the prior written consent of Grantee provided this shall not preclude the construction of paved or unpaved roads, over or on the easement area. This right-of-way and easement grant shall be binding upon and inure to the benefit of the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored as far as practical to its preconstruction condition by the Grantee or its agents. The Grantee agrees that the line and facilities will be structurally strong enough to facilitate the construction of future roads by Grantors over said easement.

Grantee shall at all times in its use of the premises comply with all applicable laws, regulations, and ordinances.

"Hazardous Materials" means any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance, including any material defined or designated as a hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future. Grantee covenants that no Hazardous Materials shall contaminate or be stored, released, manufactured, or disposed of on the premises except for the proper and lawful storage and use of fuel, petroleum, and related substances and materials. Grantee's obligations under this paragraph shall be deemed to include, without limitation, the obligation to make at its sole cost and expense, all alterations, additions, modifications and capital improvements to the premises that may be required under or pursuant to any of the ordinances, statutes, regulations, orders, and requirements described above. Notwithstanding the above, Grantee shall not be responsible for the handling, removal, or treatment of any toxic waste or hazardous substances or materials which are present prior to the delivery of the premises to the Grantee and not costs incurred with the clean-up, removal, or treatment of such toxic waste or hazardous substances shall be allocated to the Grantee.

Grantee shall defend (with counsel acceptable to Landlord), indemnify and hold Grantor harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including without limitation, reasonable attorney's fees), arising directly or indirectly from or in any way connected with Grantee's use of the property herein described.

IN WITNESS WHEREOF, said Sheryl Ann Crawley has
caused this instrument to be executed by its proper officers thereunto duly authorized, this 4
day of August, A.D. 2000.

STATE OF UTAH)

) ss.

Sheryl Ann Crawley

COUNTY OF UTAH)

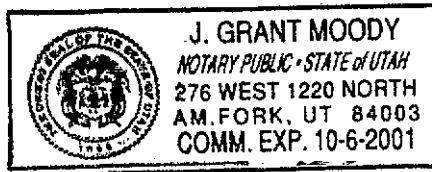
By _____

On the 4th day of August A.D. 2000 personally appeared before me,
Sheryl Ann Crawley, the signer(s) of the within instrument who duly
acknowledged to me that he/she executed the same.

WITNESS my hand and official stamp the

date in this certificate first above written:

[Signature]
Notary Public





HLR:





EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Letter of Support for the Tickville Gulch Grant		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Jody Bates, Admin

PRESENTED BY:

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution Approving a Letter of Support for Grant Contributions from the Utah Water Quality Board for the Conservation of Tickville Gulch.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Support Tickville Gulch Grant](#)

[LTR - Utah Water Quality Board Grant - Mayor](#)

RESOLUTION NO. R- -2024

A RESOLUTION OF THE EAGLE MOUNTAIN CITY, UTAH
LETTER OF SUPPORT FOR GRANT CONTRIBUTIONS FROM THE UTAH WATER QUALITY
BOARD FOR THE CONSERVATION OF TICKVILLE GULCH

PREAMBLE

WHEREAS One of Eagle Mountain City's missions is to maximize preservation of open space throughout the city.

WHEREAS Eagle Mountain City's General Plan and Municipal Code include provisions to protect and preserve the many natural features and places important to wildlife and to watersheds.

WHEREAS Tickville Gulch is an important wildlife corridor and recreation area in Eagle Mountain City and we continually make efforts toward the conservation and management of the gulch.

WHEREAS Tickville Gulch provides major drainage into Utah Lake which benefits not only water quality, but also supplies invasive weed management around the lake.

WHEREAS Recognizing the City's commitment to the management and care of Tickville Gulch, Eagle Mountain City continues to look for opportunities in maximizing City funding with any match from other agencies, whether directly or with in-kind support

NOW THEREFOE BE IT RESOLVED by the City Council of Eagle Mountain City that Eagle Mountain City fully supports any additional funding and resources that can be provided toward implementing conservation measures.

ADOPTED by the City Council of Eagle Mountain City, Utah this 20th day of February 2024.

By: _____
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 20th day of February 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ 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

Fionnuala B. Kofoed, MMC
City Recorder



1650 E. STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

OFFICE OF
THE MAYOR

February 14, 2024

Utah Water Quality Board
195 North 1950 West
Salt Lake City, UT 84116

Dear Board Members:

Eagle Mountain City has long been known as a diverse and fast-growing community in Utah County. One of our well-established missions is to maximize preservation of open space throughout the City. The General Plan and Municipal Code include provisions to protect and preserve the many natural features and places important to wildlife and to watersheds.

Tickville Gulch is an important wildlife corridor and recreation area in the City. We continually make efforts toward the conservation and management of the gulch, however, through misuse over the years, the wash has become degraded and needs restoration in many places. This wash provides major drainage into Utah Lake which benefits not only water quality, but also supplies invasive weed management around the lake.

City employees are working with the Utah Department of Agriculture and Food, and the Utah Division of Wildlife Resources to prepare a project with Utah's Water Shed Restoration Initiative (WRI) to install beaver dam analogs (BDA) in several key areas. As we work near Camp Williams, we will also include partners from the West Traverse Sentinel Landscape Program as defined in State code.

The City continues its commitment to the management and care of Tickville Gulch. As this project begins, we are looking for opportunities to maximize City funding with any match from other agencies, whether directly or with in-kind support. Any additional funding and resources that our State partners/agencies can provide toward implementing these conservation measures would be most appreciated.

Respectfully,

Tom Westmoreland
Mayor



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Recognizing the Pony Express PRCA Rodeo Events as part of the Pony Express Days Celebration		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	NA		
APPLICANT:	EM City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Admin

PRESENTED BY:

Staff

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution Recognizing the Pony Express Events PRCA Rodeo as part of the Pony Express Days Celebration.

BACKGROUND:

The Pony Express Events PRCA Rodeo has been a successful, annual event held at the Eagle Mountain rodeo grounds since 2014. Approximately 7,500 residents and visitors attend the event, which is typically held around the same time as the City's Pony Express Days celebration. As such, the City Council has requested that the Pony Express Events PRCA Rodeo be officially recognized as part of the City's Pony Express Days celebration.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Recognizing Rodeo at Pony Express Days - Revised](#)

RESOLUTION NO. R-____-2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, RECOGNIZING
THE PONY EXPRESS EVENTS PRCA RODEO AS PART OF THE OFFICIAL
PONY EXPRESS DAYS CELEBRATION**

PREAMBLE

WHEREAS, the first Pony Express Days Rodeo was held in 2010 in Eagle Mountain City, Utah, to commemorate the 150th anniversary of the Pony Express riders who carried mail across the western United States; and

WHEREAS, Pony Express Events entered into an agreement with Eagle Mountain City in 2014 to lease the rodeo grounds and host an annual rodeo and other community events; and

WHEREAS, the rodeo has continued to be an annual community event, managed by Pony Express Events, concurrent with Eagle Mountain City's annual Pony Express Days celebration; and

WHEREAS, the rodeo has an annual attendance of approximately 7,500 people consisting of both residents and visitors; and

WHEREAS, the rodeo has been nominated several times and was awarded "Best Rodeo of the Year" in its state and category by the PRCA Wilderness Circuit in 2023 and 2020; and

WHEREAS, recognizing the rodeo as being part of the annual Pony Express Days celebration will show continued support for the event and entertainment opportunity for Eagle Mountain residents and visitors to the City.

NOW THEREFOE BE IT RESOLVED by the City Council of Eagle Mountain City, Utah, that Eagle Mountain City fully supports and recognizes the Pony Express Events PRCA Rodeo as part of the Pony Express Days celebration.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of February 2024.

By: _____
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 20th day of February 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting an Official Zoning Map		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Steve Mumford, Planning

PRESENTED BY:

Steve Mumford

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah Adopting an Official Zoning Map, allowing Staff to make edits to colors, labels, links to MDPs & MDAs, links to Code, and to fix any identified minor mistakes to zoning boundaries or zoning names.

BACKGROUND:

The City is adopting an official, updated, city-wide zoning map, which will be an interactive digital online map. Properties are not being rezoned with this approval. The City is simply clarifying the zoning and creating a user-friendly map. A huge research and GIS mapping project has been in process by City Staff to update the City's Zoning Map, with the goal of producing a digital, user-friendly, online map. This has been a much more difficult project than anticipated, as each approved master development plan was approved with unique zoning districts, leading to nearly 100 unique zoning districts that need to be properly displayed on a map. The map will still require some final adjustments and minor fixes before publishing for use by the public.

An approval of the map simply allows us to begin using the map to answer questions from the public, to review applications for compliance with City Code, and to make the map available for use by the City Council, Planning Commission, property owners, residents, etc. The map will be a living document that will be updated each time a rezone is approved, and the map will be continually adjusted to be more user friendly. We expect that there may be property owners or developers that will question the veracity of the zoning on their property. We will provide a simple process for them to submit a request for a zoning review, along with any zoning documentation that

they can provide. If an error is found through that process, a solution will be proposed by staff to the Planning Commission and City Council.

ITEMS FOR CONSIDERATION:

- Due to the nearly 100 unique zoning districts in the City, the zoning map was set up with the following "General Zoning" categories when you're looking at the map at a higher scale:
 - Residential
 - Agriculture
 - Open Space
 - Commercial
 - Business Park / Industrial
 - Other (includes Airpark, School, Church, etc.)
- You will notice that some neighborhood parks, churches, and even schools are technically located within a residential zone and haven't been rezoned to a more specific zone. These uses are allowed within residential zones, so that's not uncommon. For example, the Cedar Valley High School is located within a Residential zone. Although not necessary, a future city-initiated rezone could propose to change it to our Public Facilities zone, or some other similar future zone created for schools.
- Some master development plans designate parks and open spaces specifically as zones, while others just rezone the entire area to a zone and the parks are just approved as part of the development, but not zoned separately, which is perfectly legal.
- You will see that some roadways are zoned as Agriculture (Roads). This is simply because we do not have a zone for roads, so the City Attorney's opinion was that the roads are still zoned Agriculture if they were not shown as being rezoned to a specific zone.
- A code amendment is being drafted to add historical zones into the City Code, so it is clear that there are standards in place for each of the zones listed on the map, whether they are part of an active MDP/MDA, an expired one, or simply a historical zone that is no longer in the City Code. That should be coming to the Commission and Council in the near future.
- A few areas (Cedar Pass Ranch, White Hills, White Hills Country Estates) are now shown as "Under Review," to give us time to draft codes that are similar to the County zoning that existed at the time of annexation or incorporation, but possibly with some modifications to better match the existing character of these neighborhoods.
- Links have been added to the map to applicable master development agreements (MDAs), master development plans (MDPs), and applicable codes, with a placeholder link for the

forthcoming historic zoning code.

- Following approval, final cleanup tweaks will be made to the look and feel of the map and it will be posted on the City Website as soon as possible for use by the general public, landowners, appraisers, prospective business owners, developers, the Planning Commission, the City Council, and City Staff.

REQUIRED FINDINGS:

This isn't an official "rezone," as no property is being rezoned at this time. The map simply is being created and updated to accurately reflect the current zoning on the properties and created in a format that can be used as a tool to make better decisions and improve development reviews. We have chosen, for clarity and transparency, to have this map be adopted by the Commission and Council as the official City Zoning Map.

PLANNING COMMISSION ACTION/RECOMMENDATION:

On December 12, 2023, the Planning Commission voted to recommend approval (4-1, Commissioner Strong opposed) of the proposed zoning map as Eagle Mountain City's official zoning map, allowing Staff to make edits to colors, labels, links to MDPs & MDAs, links to Code, and to fix any identified minor mistakes to zoning boundaries or zoning names.

ATTACHMENTS:

[ORD--Zoning Map](#)

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING AN
OFFICIAL ZONING MAP.

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to Adopt an Official Zoning Map, 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 adopting an Official Zoning Map.
2. The adoption described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 20th day of February 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on the 20th day of February 2024.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____

Exhibit A



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE: ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan from Community Commercial and Civic Uses/Schools to Neighborhood Residential Two.

ITEM TYPE: General Plan Amendment

FISCAL IMPACT: Possible disposal of City property

APPLICANT: David Crockett

**GENERAL PLAN
DESIGNATION**
Community Commercial and
Civic Uses/Schools

CURRENT ZONE
Village Core Commercial
and Community Open
Space

ACREAGE
28.5 Acres

COMMUNITY
Joe's Dugout/Hidden
Hollow

PUBLIC HEARING:

Yes

PREPARED BY:

Steven Lehmitz, Planning

PRESENTED BY:

Steven Lehmitz

RECOMMENDATION:

Staff recommends the City Council deny an Ordinance of Eagle Mountain City, Utah, General Plan Amendment of Parcel Numbers 58:040:0326 and a portion of 58:040:0228 from *Community Commercial and Civic Uses/Schools* to *Neighborhood Residential Two*.

This is recommended for the following reasons:

- Commercial development of this site would be beneficial to the City; and
- The submitted concept plan shows that residential development would be challenging on this site.

Staff recognizes that commercial development would be limited to the flatter parts of the site and may potentially lead to less of the site being developed when compared to possible residential development. If the City Council chooses to approve the Ordinance, Staff recommends the following conditions be applied:

- The General Plan amendment and Rezone of the portion of City property is contingent on it being disposed of by the City; and
- The applicant provide an access easement across the site that allows the City to access the water tank to the north.

BACKGROUND:

The Ranches MDP zoned the property, located across Pony Express Parkway from Hidden Hollow Elementary, Village Core Commercial and Community Open Space. The applicants are seeking to develop

the subject property with residential lots. To do so, they are seeking a General Plan amendment, updating the Future Land Use & Transportation Map designation from *Community Commercial* and *Civic Uses/Schools* to *Neighborhood Residential Two*. A rezone would also be required and the applicant is proposing the *RC Zone*. Part of the applicant's proposal is purchasing a portion of City property to the west (about one acres worth). The property owned by the City includes a well and pumphouse that would not be included in the proposed land disposal.

ITEMS FOR CONSIDERATION:

General Plan amendments to the Future Land Use and Transportation Map are typically paired with a rezone request. Refer to the proposed Pony Express 27 Rezone request for further information.

REQUIRED FINDINGS:

There are no approval criteria for General Plan amendments, though the approval criteria for a rezone application can be found in EMMC 17.90.060.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a recommendation of denial (3-1) of the proposed General Plan amendment.

ATTACHMENTS:

[GP Amendment Exhibits](#)

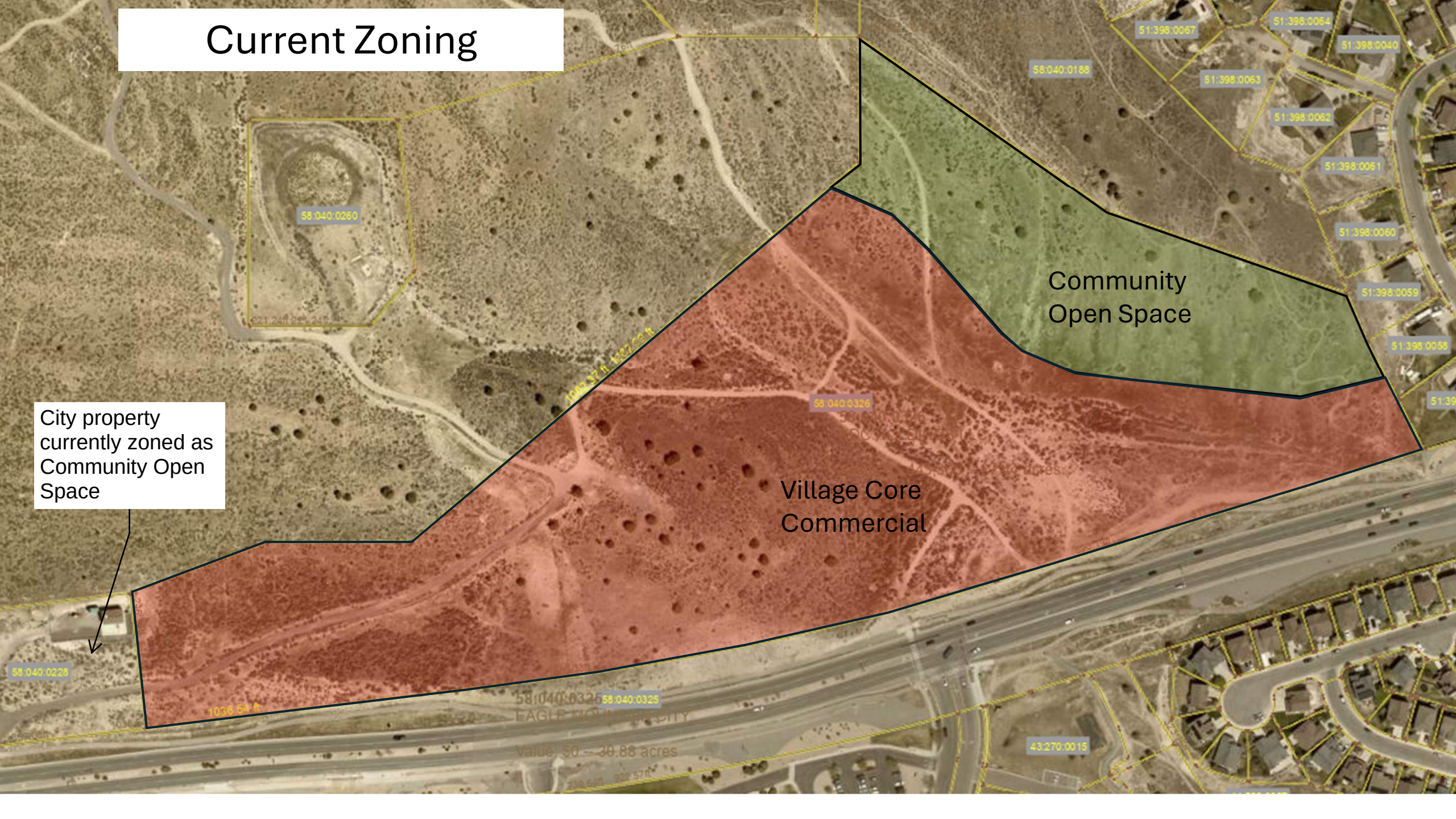
[ORD--Pony Express 27 - GP Amend](#)

Current Zoning

City property
currently zoned as
Community Open
Space

Community
Open Space

Village Core
Commercial



Proposal to amend the Future Land Use & Transportation Map from Community Commercial and Civic Uses/Schools to Neighborhood Residential Two.

LEGEND

Residential Categories:

- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

Mixed Use/Commercial Categories:

- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

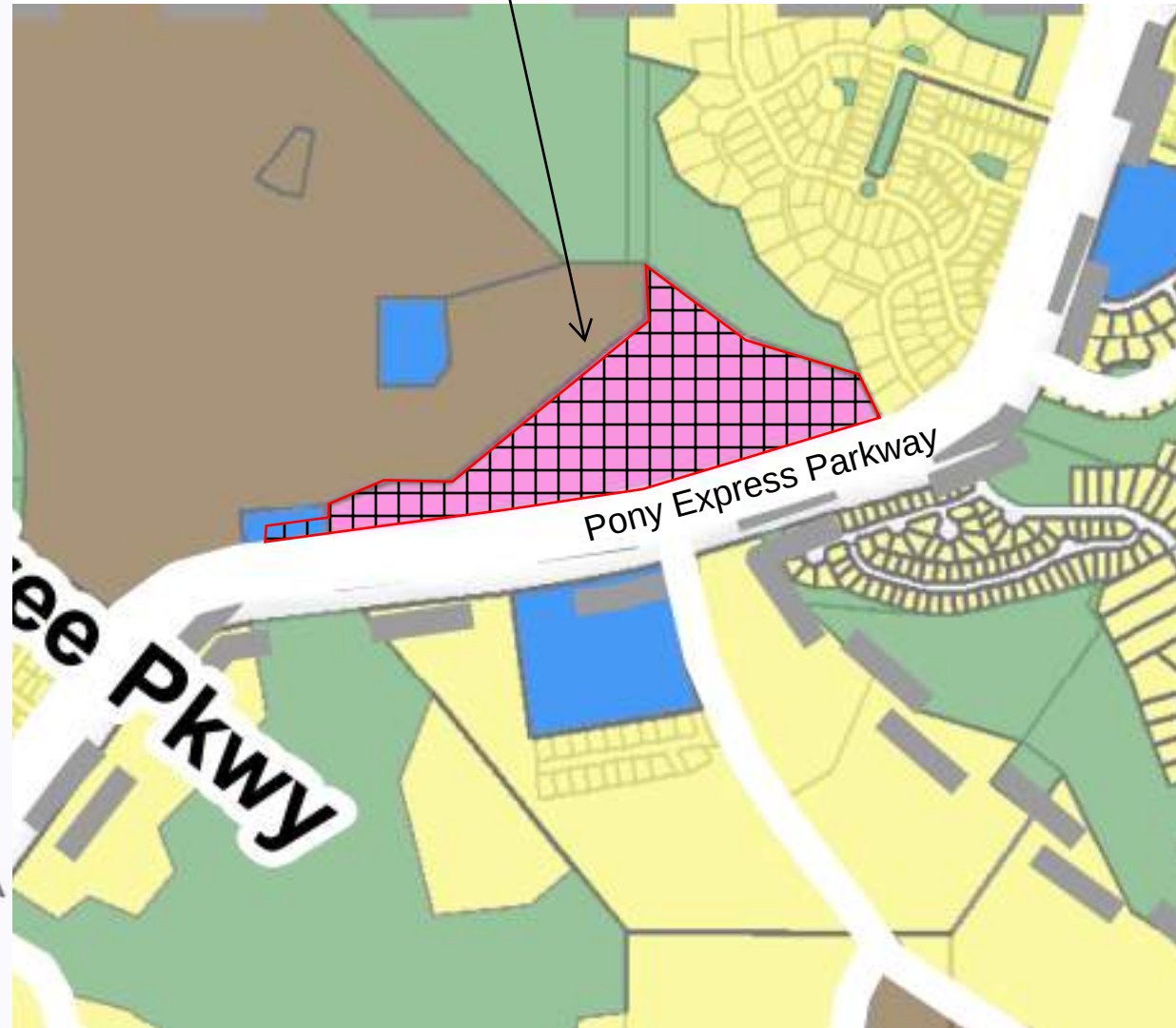
Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

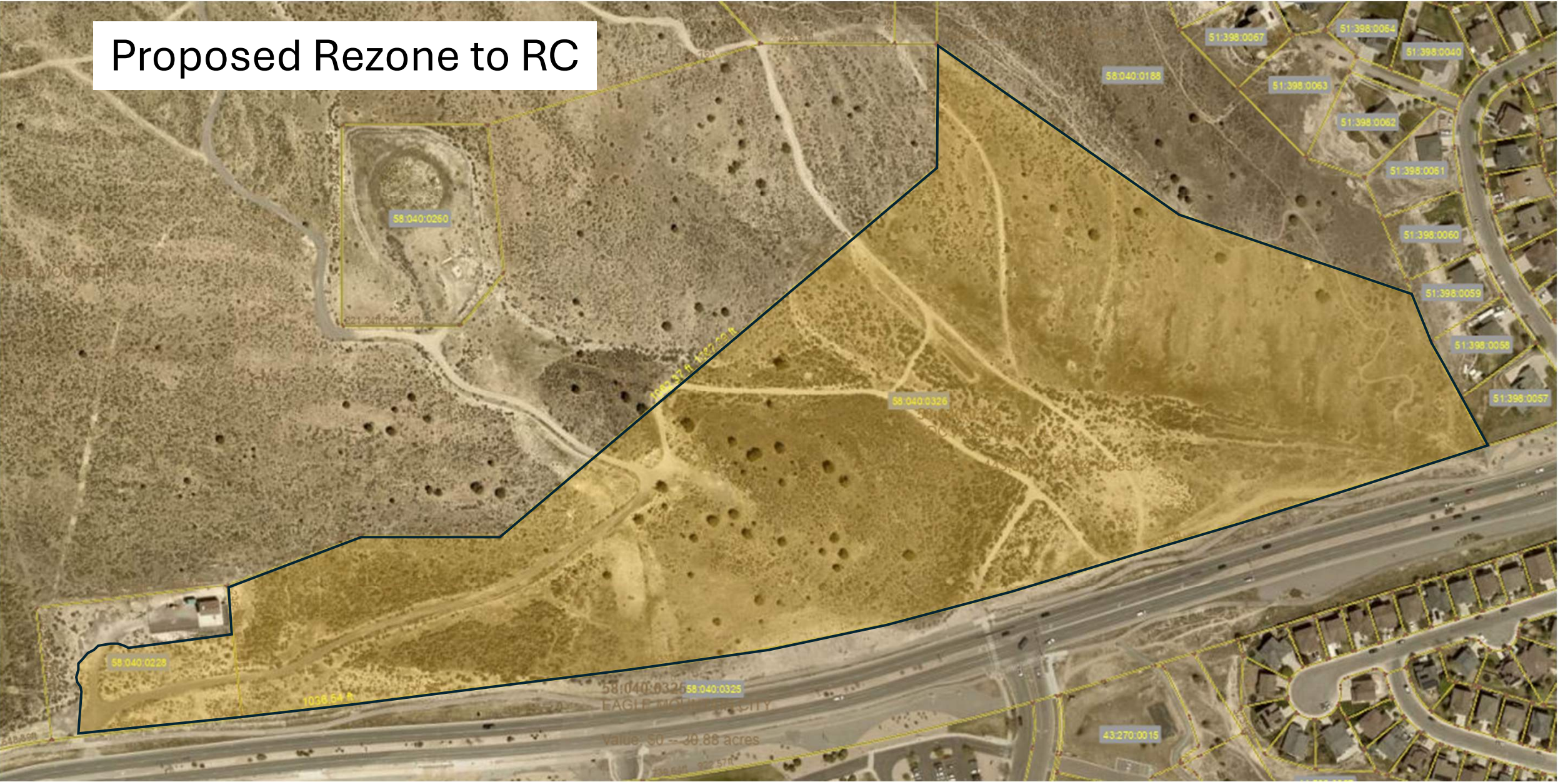
 NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION

-  UDOT Highway/Freeway
-  City Road Network - Collector & up



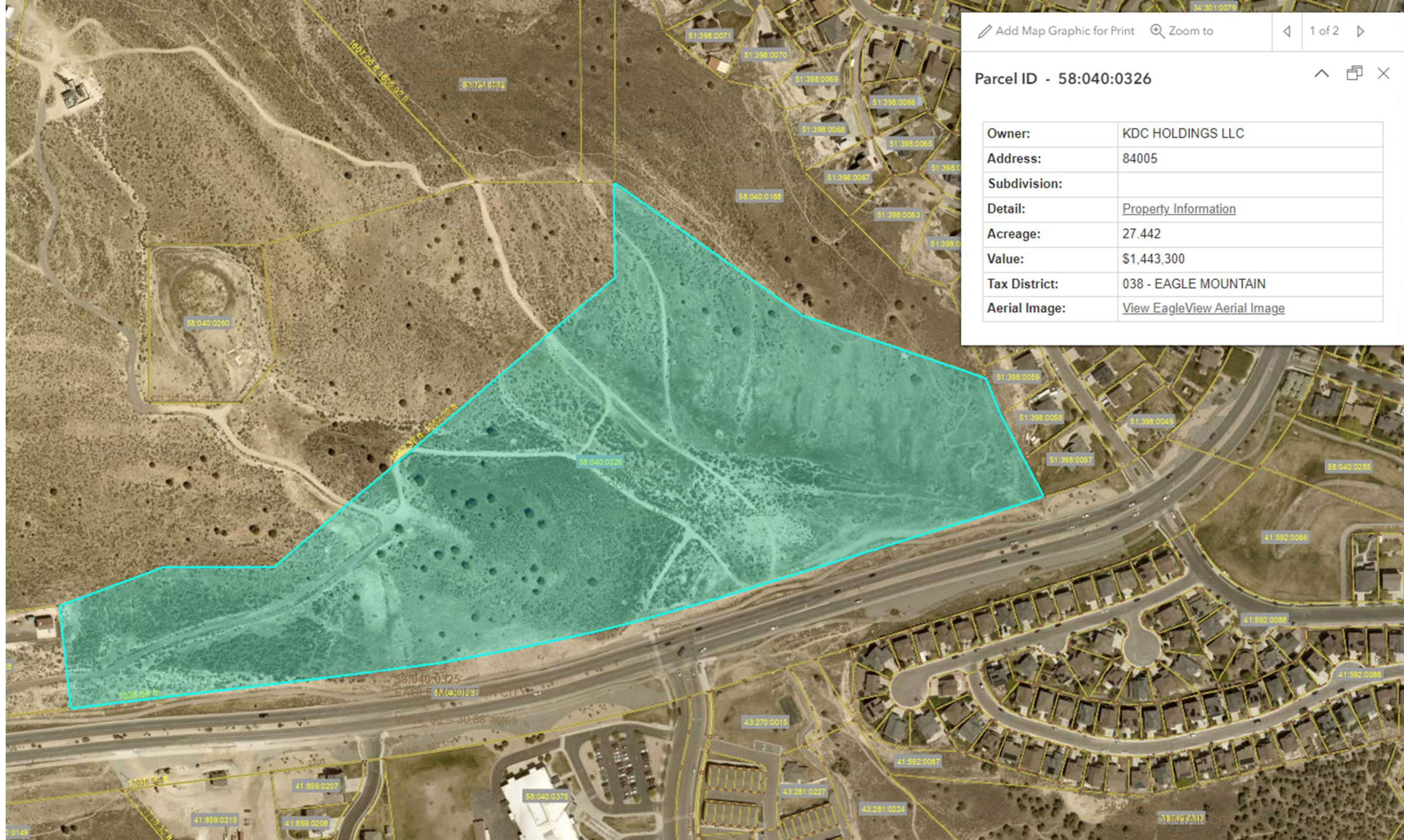
Proposed Rezone to RC



Parcel ID - 58:040:0326



Owner:	KDC HOLDINGS LLC
Address:	84005
Subdivision:	
Detail:	Property Information
Acreage:	27.442
Value:	\$1,443,300
Tax District:	038 - EAGLE MOUNTAIN
Aerial Image:	View EagleView Aerial Image





ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
THE GENERAL PLAN FROM COMMUNITY COMMERCIAL AND CIVIC
USES/SCHOOLS TO NEIGHBORHOOD RESIDENTIAL TWO.

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to Amend the General Plan from Community Commercial and Civic Uses/Schools to Neighborhood Residential Two, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve Amending he General Plan from Community Commercial and Civic Uses/Schools to Neighborhood Residential Two, as set forth in Exhibit A.

2. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 20th day of February 2024.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on the 20th day of February 2024.

Those voting yes: Those voting no: Those excused: Those abstaining:

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Parcel Number 58:040:0326 and a portion of 58:040:0228 from Village Core Commercial and Community Open Space to RC.		
ITEM TYPE:	Rezone		
FISCAL IMPACT:	Possible disposal of City property		
APPLICANT:	David Crockett		
GENERAL PLAN DESIGNATION Community Commercial and Civic Uses/Schools	CURRENT ZONE Village Core Commercial and Community Open Space	ACREAGE 28.5 Acres	COMMUNITY Joe's Dugout/Hidden Hollow

PUBLIC HEARING:

Yes

PREPARED BY:

Steven Lehmitz, Planning

PRESENTED BY:

Steven Lehmitz

RECOMMENDATION:

Staff recommends the City Council deny an Ordinance of Eagle Mountain City, Utah, Rezoning Parcel Numbers 58:040:0326 and a portion of 58:040:0228 from *Village Core Commercial* and *Community Open Space* to RC.

This is recommended for the following reasons:

- Commercial development of this site would be beneficial to the City; and
- The submitted concept plan shows that residential development would be challenging on this site.

Staff recognizes that commercial development would be limited to the the flatter parts of the site and may potentially lead to less of the site being developed when compared to possible residential development. If the City Council chooses to approve the Ordinance, Staff recommends the following conditions be applied:

- The General Plan amendment and Rezone of the portion of City property is contingent on it being disposed of by the City; and
- The applicant must provide an access easement across the site that allows the City to access the water tank to the north.

BACKGROUND:

The Ranches MDP zoned the property, located across Pony Express Parkway from Hidden Hollow Elementary, Village Core Commercial and Community Open Space. The applicants are seeking to develop the subject property with residential lots. To do so, they are seeking a

General Plan amendment, updating the Future Land Use & Transportation Map from *Community Commercial and Civic Uses/Schools to Neighborhood Residential Two*. A rezone would also be required and the applicant is proposing the *RC Zone*. Part of the applicant's proposal is purchasing a portion of City property to the west (about one acres worth). The property owned by the City includes a well and pumphouse that would not be included in the proposed land disposal.

ITEMS FOR CONSIDERATION:

Rezone

EMMC 17.25.020(E)(1) "The RC zone is for single-family homes on small lots in walkable neighborhoods with improved parks and trails that connect the neighborhoods with surrounding land uses. These neighborhoods can provide a transition between multifamily developments and neighborhoods with medium-sized lots. The minimum lot size is 4,500 square feet and an average lot size of at least 6,000 square feet is required."

EMMC 17.90.060 contains the criteria for approval of a rezone. These are included below, along with some commentary related to this application.

A. Compliance with General Plan.

- The proposed rezone would only comply with the General Plan if the amendment is approved.

B. Compatibility Determination.

- Adjacent land uses are either residential or open space, so no additional buffering would be required.

C. City Services.

- The City's service capacity likely wouldn't be overburdened by this request. Pressure tests would have to be done to ensure that all lots have adequate water pressure.

D. Traffic Generation.

- The concept plan shows four intersections being added along Pony Express in a 2,400 ft. stretch. Applicants would have to submit a traffic plan/report when applying for a preliminary plat.

E. Property Values.

- It is unlikely that additional residential units being added to this area would have a significant negative impact on surrounding property values.

Concept Plan

- Cul-de-sacs not permitted in *RC Zone* unless approved by the City Council. Maximum length is 250 ft. (EMMC 16.30.090(C)(3)(a)).
- Block length of western half too long (EMMC 16.30.090(C)(2)).
- Proximity to the Circle 5 Ranch intersection (EMMC

16.35.070(D)).

- Slopes across several of the lots seem to make them unbuildable (EMMC 15.80.020).
- Needing to add an additional 8 ft. to the ROWs may significantly alter the development's proposed layout.

REQUIRED FINDINGS:

The approval criteria for a Rezone application can be found in EMMC 17.90.060.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a recommendation of denial (3-1) of the proposed Rezone request.

ATTACHMENTS:

[ORD--Pony Express 27 - Rezone](#)

[Rezone Exhibits](#)

[Concept Plan - Pony Express 27](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING A REZONE OF PARCEL NUMBERS 58:040:0326 AND A
PORTION OF 58:040:0228 FROM VILLAGE CORE COMMERCIAL AND
COMMUNITY OPEN SPACE TO RC.**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to Rezone parcel 58:040:0326 and a portion of 58:040:0228 from Village Core Commercial and Community Open Space to RC, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve a Rezone of parcel 58:040:0326 and a portion of 58:040:0228 from Village Core Commercial and Community Open Space to RC, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 20th day of February 2024.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on the 20th day of February 2024.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

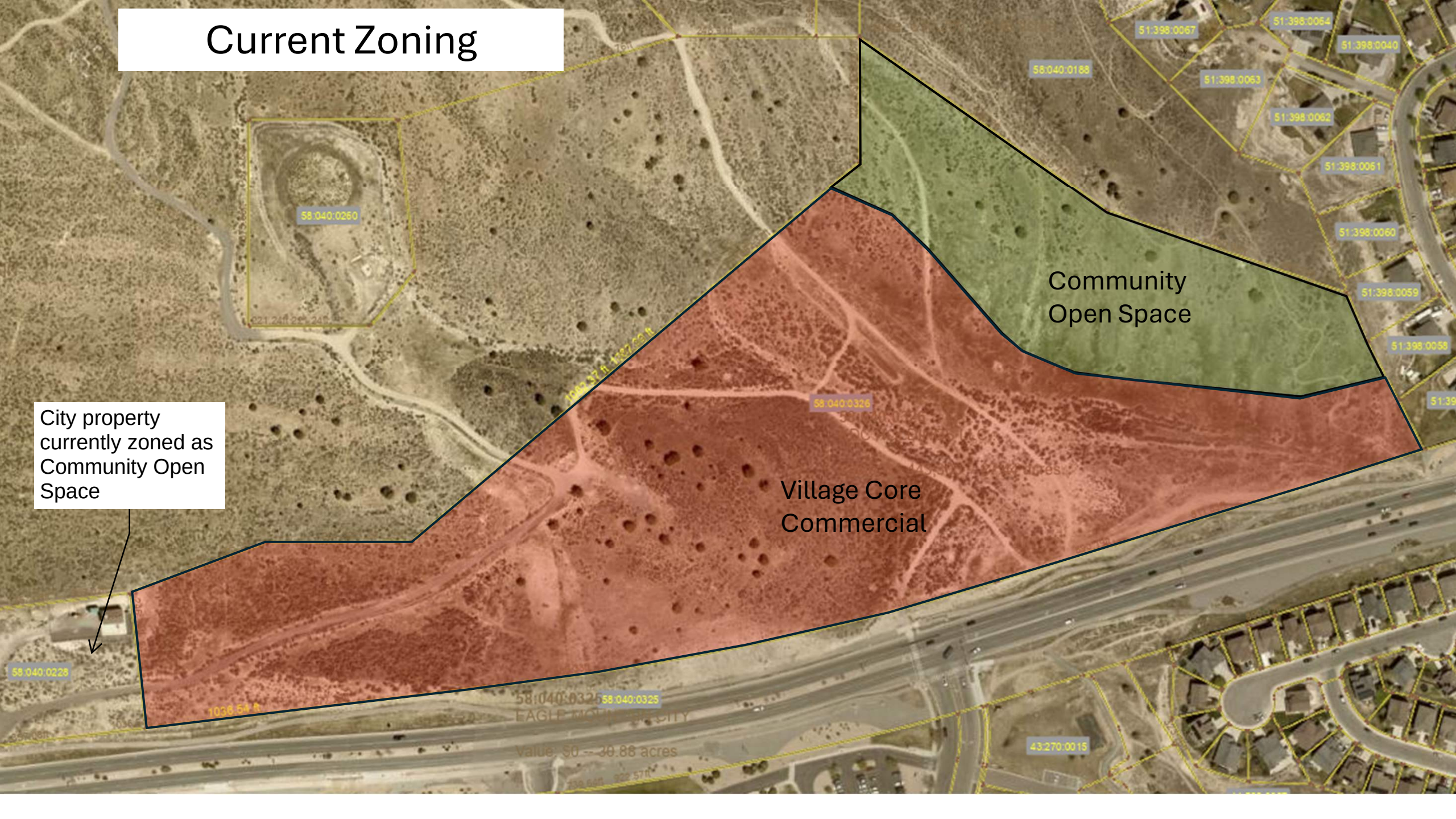
Exhibit A

Current Zoning

City property
currently zoned as
Community Open
Space

Community
Open Space

Village Core
Commercial



Proposal to amend the Future Land Use & Transportation Map from Community Commercial and Civic Uses/Schools to Neighborhood Residential Two.

LEGEND

Residential Categories:

- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

Mixed Use/Commercial Categories:

- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

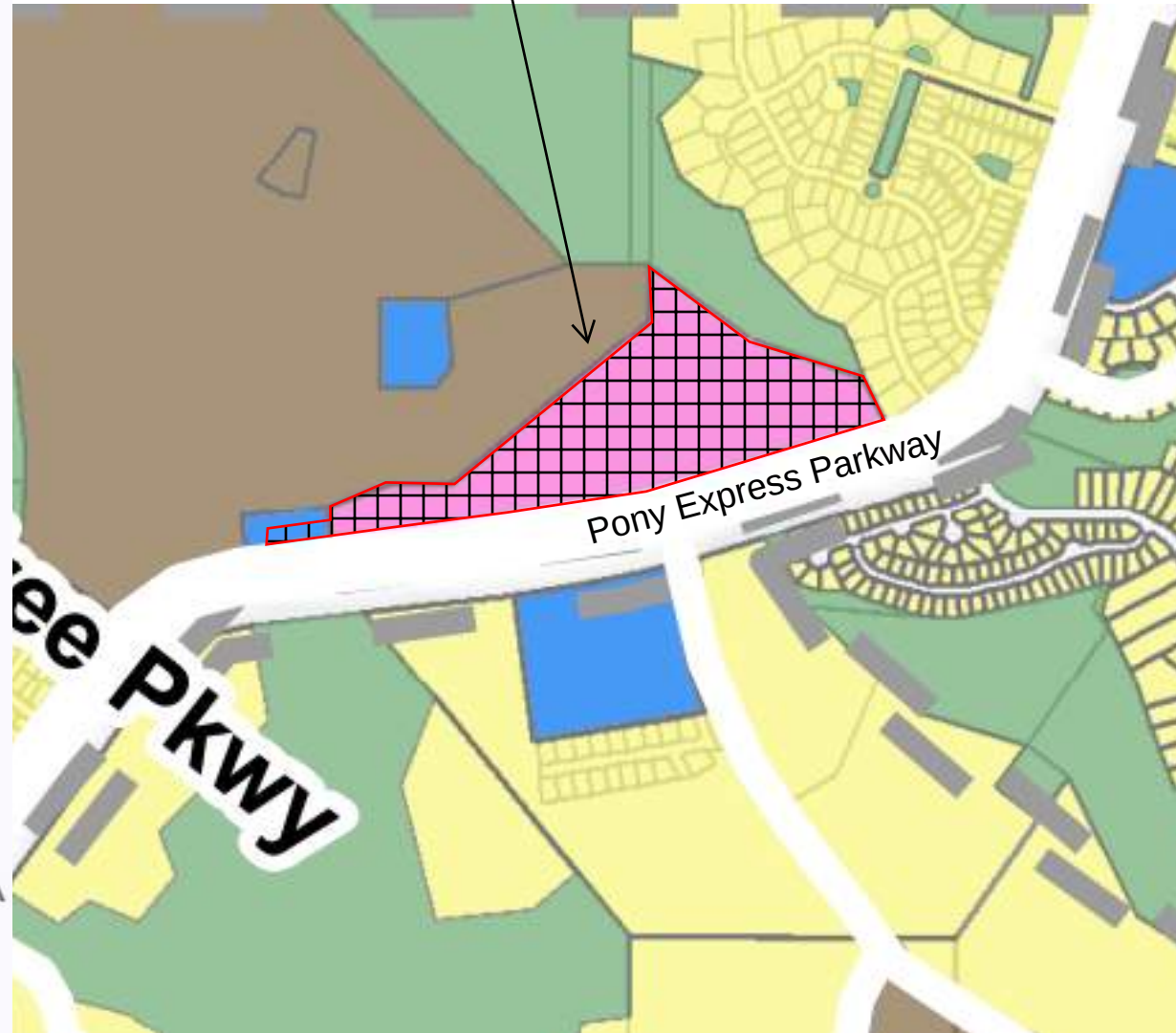
Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

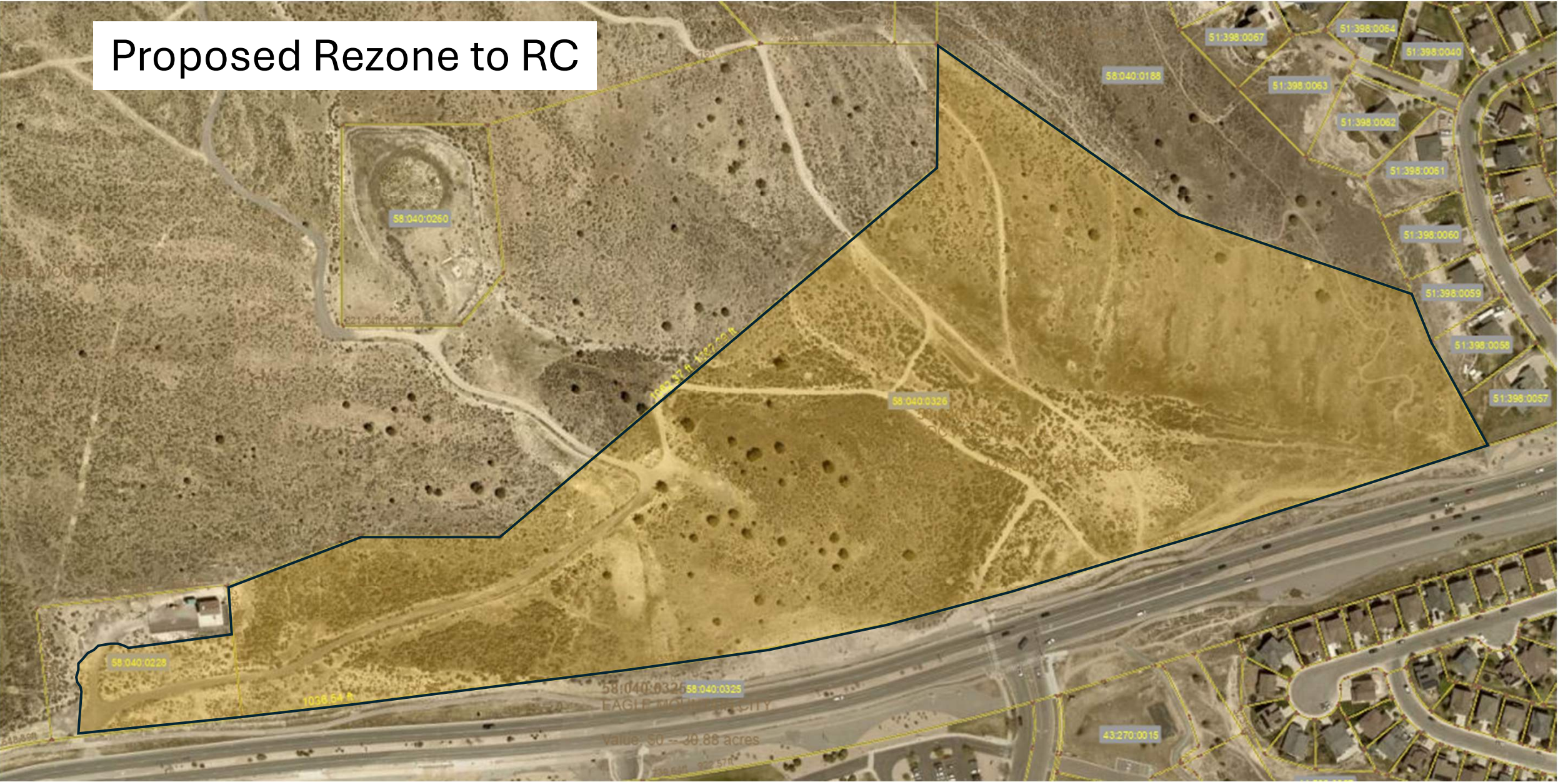
 NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION

-  UDOT Highway/Freeway
-  City Road Network - Collector & up



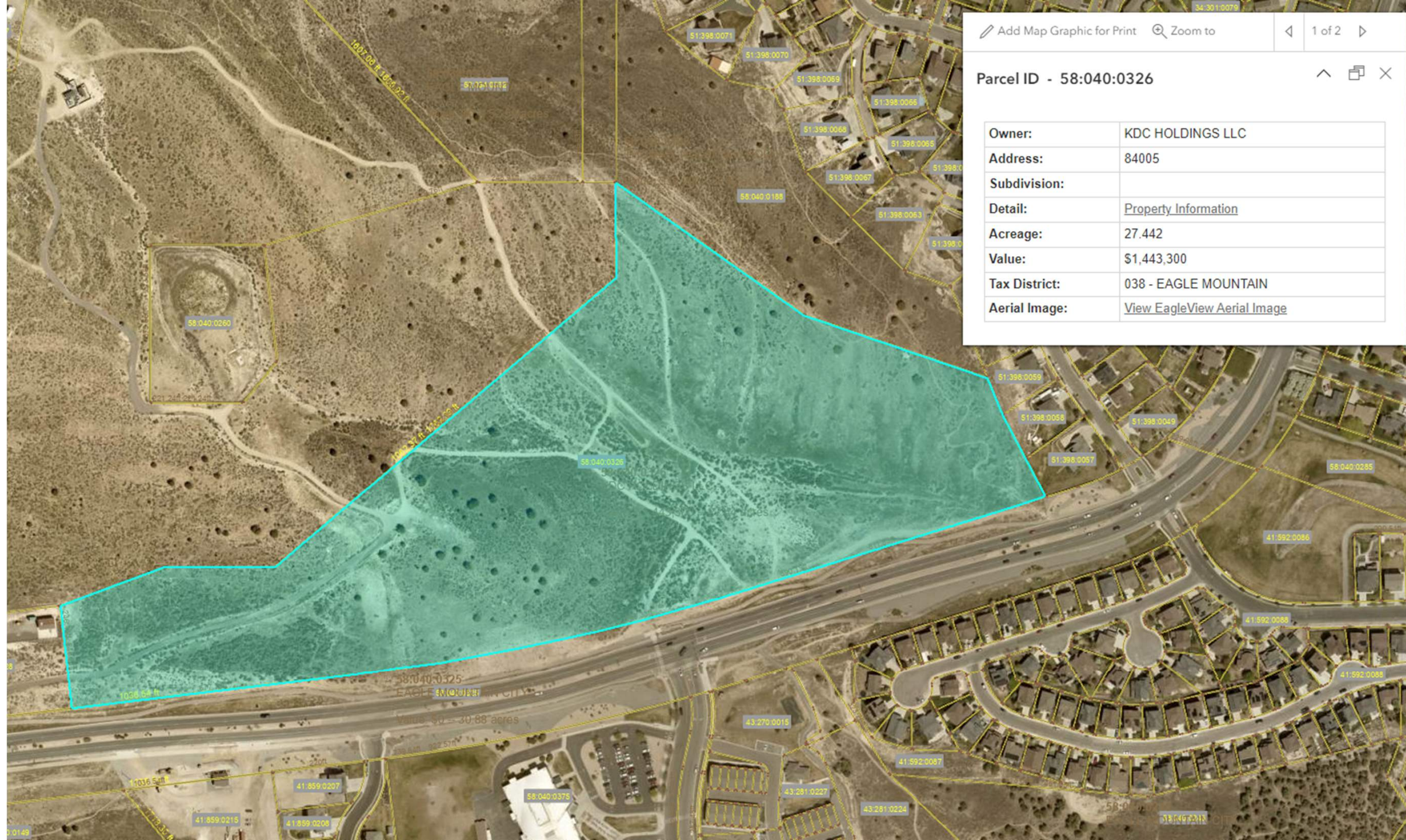
Proposed Rezone to RC



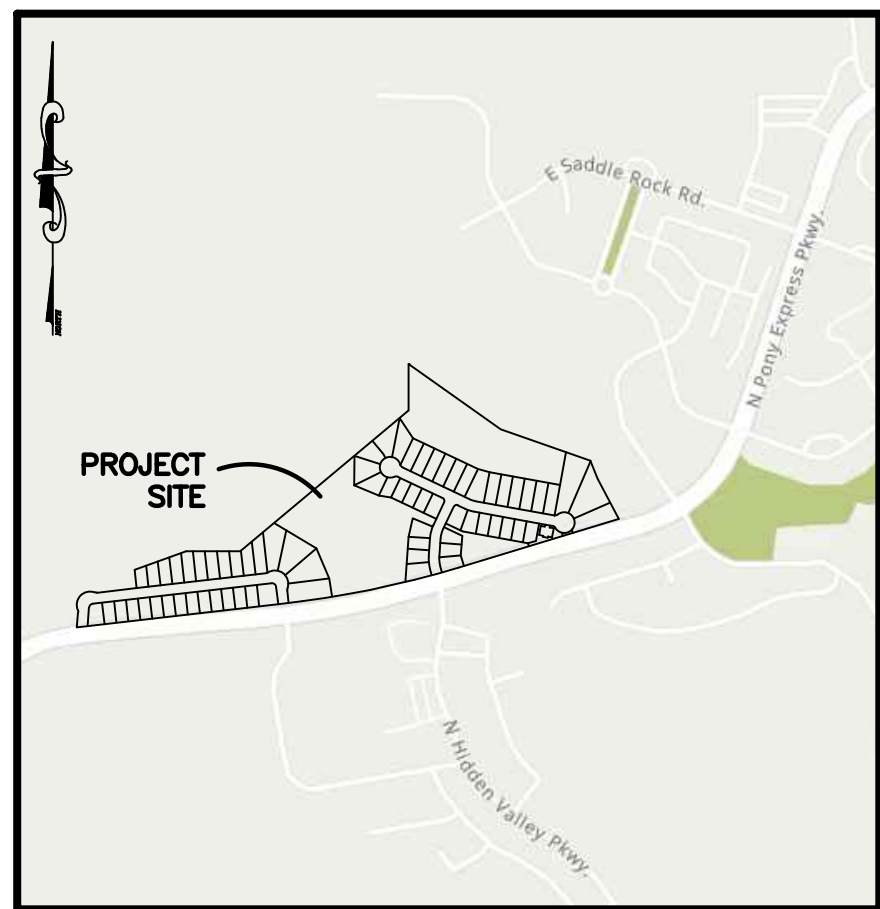
Parcel ID - 58:040:0326



Owner:	KDC HOLDINGS LLC
Address:	84005
Subdivision:	
Detail:	Property Information
Acreage:	27.442
Value:	\$1,443,300
Tax District:	038 - EAGLE MOUNTAIN
Aerial Image:	View EagleView Aerial Image







VICINITY MAP
NO SCALE

LEGEND

- = OPENSACE (TO BE DEDICATED TO CITY)
TOTAL ACREAGE: 9.28
- = IMPROVED OPENSACE <15% SLOPE
(TO BE DEDICATED TO CITY)
TOTAL ACREAGE: 1.79
- = TO BE ACQUIRED FROM THE CITY
- = EXISTING TRAIL (ASPHALT/DIRT)
- = PROPOSED TRAIL

NOTES

- 1.60 ACRES OF OPENSACE WILL BE IMPROVED WITH AMENITIES TO EQUAL 161 POINTS
- CURRENT WILDLIFE CROSSING LOCATION TO BE RE-LOCATED
- AVERAGE LOT SIZE: 8,832 S.F.
MINIMUM LOT SIZE: ~~6,000 S.F.~~ 5986 S.F.
- PROJECT IN FEMA FLOOD ZONE X PER FEMA PANEL 49049C0300F
- 69 LOTS AT 27.67 ACRES = 2.49 UNITS/ACRE

Usage of a cul-de-sac and longer block lengths will have to be justified by applicant and approved by City Council
EMMC 16.30.090(C)

Drainage along this channel will have to be addressed

27.8% slope

Buildable lots? Verify the slope across each lot.
Driveways to be less than 12% grade

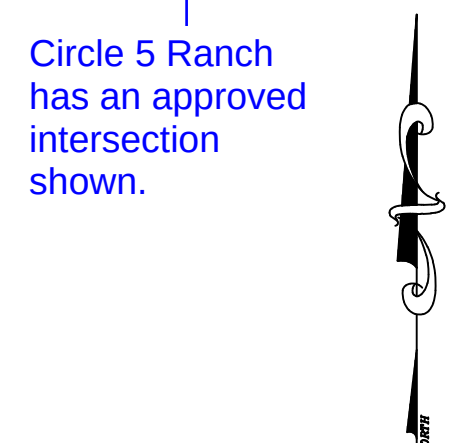
Local ROW width to be 59'

Who will own and maintain?

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	25%	25%+	

CURVE TABLE

CURVE	RADIUS	ARC LTH	CHD LTH	CHD BEARING	DELTA
C1	22.00'	10.65'	10.55'	N82°39'18"W	27°44'29"
C2	65.00'	152.65'	119.91'	S43°56'17"W	134°33'18"
C3	22.00'	10.65'	10.55'	S09°28'07"E	27°44'29"



Circle 5 Ranch has an approved intersection shown.

Pony Express Parkway

Hidden Valley Parkway

White Birch Dr.

Hideout Drive

Lookout Drive

Mtn. Ash Way

Ruby Valley Dr.

Hidden Hollow at Pony Express

Eagle Mountain, Utah County, Utah

Developer:

Pulte Group
David Crocket
7255 S Tenaya Way, Ste. 200
Las Vegas, NV 89113
801-580-7997

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 821-3100 FAX: (801) 821-2668 www.reeve.co
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DATE	DESCRIPTION
1	1-25-24	LOT REVISIONS

Hidden Hollow at Pony Express

PART OF THE NORTH 1/2 OF SECTION 30 T.35S. R.1W. S.L.B. & M., U.S. SURVEY
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

Concept Plan

Project Info.

Engineer: N. Reeve
Planner: C. Cave

Date: 1-4-24

Name: JOE'S DUGOUT

Number: 8237-01

Sheet	1
1	Sheets



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 20, 2024

TITLE: ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code to Repeal and Replace Chapter 2.16 City Administrator

ITEM TYPE: Ordinance

FISCAL IMPACT:

APPLICANT:

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Jody Bates, Admin

PRESENTED BY:
City Council

RECOMMENDATION:

BACKGROUND:
Staff recommends that the City Council consider an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code to Repeal and Replace Chapter 2.16 City Administrator.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 2.16 - City Admin](#)
[Exhibit--Chief Administrative Officer 2.16 - revision \(2\) 02.18.2024](#)
(clean copy)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING EAGLE MOUNTAIN MUNICIPAL CODE
TO REPEAL AND REPLACE CHAPTER 2.16 CITY ADMINISTRATOR**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend Eagle Mountain Municipal Code to repeal and replace Chapter 2.16 City Administrator, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider amending the Eagle Mountain Municipal Code to repeal and replace Chapter 2.16 City Administrator.
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 20th day of February 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 20th day of February, 2024.

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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

CHAPTER 2.16
CHIEF ADMINISTRATIVE OFFICER

Sections:

2.16.010 Office Created.

2.16.020 Hiring Process.

2.16.030 Appointment.

2.16.040 Residence.

2.16.050 Condition and Term.

2.16.060 Compensation.

2.16.070 Duties, Control and Discretion.

2.16.080 Limitations.

2.16.090 Acting Chief Administrative Officer.

2.16.010: OFFICE CREATED:

The office of Chief Administrative Officer is hereby created and established pursuant to Utah Code 10-3b-303, and shall continue in force and effect as an officer of the City.

2.16.020: HIRING PROCESS:

The mayor shall recommend to the City Council a process to hire a new Chief Administrative Officer. The City Council may use the processes outlined in the ICMA Recruitment Guidelines Handbook Updated 2012, as a guideline.

For initial hire and vacancy of the position of Chief Administrative Officer, the City Council will appoint an acting Chief Administrative Officer to immediately assume the duties and responsibilities of the Chief Administrative Officer and conduct the day-to-day operations and business of the city during any interim period. This individual may or may not be someone that is in consideration for the position of Chief Administrative Officer.

Within two business days of the creation of the position, the retirement, termination or resignation of the Chief Administrative Officer, or as soon thereafter as is practical, the City Council will hold a special meeting to set forth the recruitment process, scope of responsibilities, salary and benefits offered. The City Attorney and the Human Resource Manager shall secure a minimum of three executive recruitment firms, that specialize in municipal government, for candidate selection. The City Council shall interview a minimum of

three qualified firms and may select one to begin the search, if the City Council finds it financially feasible.

The candidates shall be evaluated by the City Council as provided by the recruiting firm. Existing staff that desire to be considered for the position will submit their application to the recruiting firm. If the recruiting firm finds that the individual meets the criteria for the position, they will be added to the list of candidates for consideration by the City Council. The recruiting firm will provide the City Council with the application materials of all candidates and recommend its top three choices. All candidates provided by the recruiting firm will be interviewed by the City Council, as a body, in a work session. The City Council reserves the right to continue searching if a candidate is not selected from the top three candidates.

2.16.030 APPOINTMENT:

The City Council shall by a majority vote appoint a qualified person to the office of Chief Administrative Officer. In accordance with Utah Code 10-3b-302(1)(b)(ii)(A), the Mayor votes as a voting member of the council when the council is voting on whether to appoint or dismiss a municipal manager. The term of office, salary, benefits, duties and termination of the Chief Administrative Officer shall be set out in written contract prior to the time of appointment, which contract shall be negotiated and approved by written resolution of the City Council. The contract shall not contain an automatic renewal provision with the Chief Administrative Officer (Utah Code 10-3b-303(4)).

2.16.040: RESIDENCE:

Unless otherwise provided by contract, the Chief Administrative Officer need not be a resident or a registered voter of Eagle Mountain City at the time of his or her appointment or thereafter.

2.16.050: CONDITION AND TERM:

The Chief Administrative Officer shall serve at the pleasure of the City Council. The City Council shall set the terms and conditions of employment of the Chief Administrative Officer by duly executed contract. The Chief Administrative Officer may be removed and the employment contract terminated, with or without cause, by a majority vote of the City Council. If the Chief Administrative Officer resigns or retires, notice of resignation shall be required and the City Council will determine the effective date to consider a time of transition, if any. The City Council may require up to forty-five days for the acting Chief Administrative Officer to have access to the information from the former Chief Administrative Officer. The City Council reserves the right to payout any existing contract or provide a separation agreement and move forward with the interim process of replacing the Chief Administrative Officer. The Mayor votes as a voting member of the City Council when the Council is voting on whether to appoint or dismiss a municipal manager.

2.16.060: COMPENSATION:

The salary, benefits, and other compensation of the Chief Administrative Officer shall be set by contract and reviewed annually by the Mayor, who will recommend to the City Council any modifications to the salary or duties of the Chief Administrative Officer.

2.16.070: DUTIES, CONTROL AND DISCRETION:

- A. Generally: The Chief Administrative Officer shall administer the day-to-day operations of the City and its services according to the policies and procedures established by the City Council. The Chief Administrative Officer shall, at all times, be under the control and supervision of the City Council and shall answer directly to the City Council in all administrative matters relating to the City, its employees, functions, relationships, activities and status. The Chief Administrative Officer shall report to the Mayor for all executive functions in compliance with EMMC 2.10.010(A) and shall assist the Mayor in the execution of the Mayor's duties as Chief Executive Officer of the City.
- B. Reporting. The Chief Administrative Officer shall prepare and furnish to the City Council on a quarterly basis, or more often as requested by the City Council, a summary and status report setting out in adequate detail such information as to inform the City Council on the status of the following:
 - 1. administrative matters;
 - 2. capital projects;
 - 3. city departments and agencies;
 - 4. personnel matters related to general staffing needs, compensation, and budget;
 - 5. fiscal and budgetary affairs, including monthly and quarterly reports; and
 - 6. any other matters requested by the City Council.
- C. Specific Duties: Subject to the limits set forth herein, the following duties and the authority to perform them are hereby assigned to the Chief Administrative Officer.
 - 1. Administrative Officer: The Chief Administrative Officer shall be the chief administrative officer of the city under the supervision of the City Council and subject to those powers specifically reserved for the Mayor by ordinance or state law.
 - 2. Personnel Administrator: The Chief Administrative Officer shall be the personnel administrator to whom all employees of the city shall report see EMMC 2.16.070(A). The Chief Administrative Officer shall be responsible for recommending policy and procedures to the City Council. In accordance with current ordinance and council approved policy, the Chief Administrative Officer shall enforce the personnel policies and procedures.
 - 3. Employees: The Chief Administrative Officer may recommend to the six-member Council the hiring of a department head and/or the promotion to such. The Chief Administrative Officer may review the status and performance of any personnel being considered for a change in their employment with the city. The Chief Administrative Officer may recommend removal of any department head, after

first giving notice to the six-member Council and receiving approval from the Mayor to act. Termination of appointed officers requires the approval of the Mayor. The Chief Administrative Officer shall have authority to hire and remove all other city employees but shall confer with the department head prior to terminating any employee. The Chief Administrative Officer may delegate this authority to the respective department head.

- i. Annual wage increase. The Chief Administrative Officer shall submit a itemized wage increase recommendation, annually, for the approval of the City Council.
- 4. Signature Authority: The Chief Administrative Officer shall have the authority to sign all contracts on behalf of the city provided:
 - i. The contract has followed the procurement code, funds to be spent under the contract have been specifically appropriated through the city's budget process, or the contract does not require the expenditure of city funds; and
 - ii. The contract does not involve the conveyance of any real property interest of the city; or
 - iii. The mayor has assigned the Chief Administrative Officer as his or her designee to sign on his or her behalf.
- 5. Supervise Departments: The Chief Administrative Officer shall direct and supervise the administration of all city departments, offices and agencies, except as otherwise provided by the City Council.
- 6. Inventory Property: The Chief Administrative Officer or designee shall keep or cause to be kept a current inventory showing all real and personal property of the city and its location. The Chief Administrative Officer or designee shall be responsible for the care and custody of all such property, including equipment, buildings, parks and all other city property which is not by law assigned to some other officer or body for care and control.
- 7. Council Meetings: The Chief Administrative Officer shall attend all City Council meetings. The Chief Administrative Officer shall participate in the discussion, as directed by the Mayor.
- D. Budget Preparation: The Chief Administrative Officer shall oversee the preparation of the city budget. The Chief Administrative Officer shall also ensure that all executive procedures and activities of the city are in compliance with the provisions of the Utah Uniform Municipal Fiscal Procedures Act.
- E. Review Contracts: The Chief Administrative Officer and City Attorney shall review and make recommendations to the City Council concerning all proposed contracts to which

the city may be a party, and shall see that the terms of any contract to which the city is a party are fully performed by all parties thereto.

- F. Implement Policy: The Chief Administrative Officer shall implement all policy changes and directives of the City Council through regularly scheduled staff meetings.
- G. Organization: The Chief Administrative Officer shall recommend creation and organization of all necessary department heads, departments, divisions, bureaus and offices necessary for the government of the city to the City Council for its approval prior to implementation.
- H. Emergencies: The Chief Administrative Officer shall notify the City Council and the Mayor of any emergency existing in any department or matter under his or her supervision.
- I. Additional Duties: The Chief Administrative Officer shall have such other powers and shall perform such other duties and obligations as may be required of him or her by state law or by ordinance, resolution, or policy of the City Council.

2.16.080: LIMITATIONS:

- A. Other Employment: The Chief Administrative Officer shall not accept any outside employment in addition to employment by the City without prior written approval of the City Council.
- B. Powers Of Mayor Not Delegated: The executive, legislative and judicial powers of the Mayor, his or her position as Chairperson of the City Council, and any ex officio position he or she may hold, shall not be delegated to the Chief Administrative Officer.

2.16.090: Acting Chief Administrative Officer:

In the absence of the Chief Administrative Officer or because of his or her inability or refusal to act, the City Council may appoint by majority vote a qualified person to serve as acting Chief Administrative Officer to perform and undertake the duties and responsibilities of the Chief Administrative Officer with such authority as is vested in the office.

Legislative Priorities List													
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned	Economic Growth	Infrastructure Networks
2023.001	11	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Schedule	Long Horizon	<2035		Related to the Facilities Master Plan project.	5/16/2023	Jerome	X	X
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	Schedule	In Progress	7/1/2024	1/16/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. Working on drafting the code.	8/15/2023	Draper		
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Schedule	Not Started		12/5/2023	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP 1/3/2023.	1/3/2023	Strachan		
2023.038	16	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	Schedule	In Progress	5/1/2024	1/30/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. LRB has been conducting additional interviews and working through new strategies. Council indicated they may have other strategies to review, so a request was sent to Council to collect those to submit to LRB for additional analysis.	8/15/2023	Berrett		X
2023.018	21	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to promote EMC's transportation funding needs. Specifically, the overpass for Mountain View Corridor and SR73, future funding for Hidden Valley Road.	High Priority	Schedule	Long Horizon	<2030	1/31/2024	Mid-Valley / Hidden Valley road study is on MAG's agenda for approval 2/1/24, along with additional funding for the northern portion of Old Airport Road. SR73 freeway and frontage roads are high priority with UDOT and the Transportation Commission. Cedar Valley Freeway/Highway Study is underway, to be completed by April or May. Staff has monthly meetings with UDOT. Next combined regional City Councils meeting is 5/29/24. This is relevant per EMMC 2.19.030.G.	5/16/2023	Mumford	X	X
2023.013	21	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power line corridor preservation. Connect trail along wash.	Secondary Priority	Schedule	Long Horizon	7/30/2024	1/31/2024	Interns have obtained GPS data of the trails in the Hidden Valley area of the City. Staff is working on next steps for the off-street trails master plan and will provide updates in the near future as to the status.	5/16/2023	Mumford	X	X
2023.039	21	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Schedule	Not Started	12/31/2024	1/31/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. Staff is waiting for updates on the affordable housing plan by LRB consultants before moving forward with this item.	1/3/2023	Mumford		X
2023.036	21	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Schedule	In Progress	12/31/2024	1/31/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Staff sent a report/memo to the Council in December. If Council wants to pursue reductions to ADU application fees or basement permits, please let us know.	8/15/2023	Mumford		
2023.029	21	Master Plan Process	How can the City Council be involved?	Proposed	-	-		1/31/2024	Staff is reviewing the MDP process and will propose code amendments in the near future; also relates to EMMC 2.19.030.J.		Mumford		X
2023.031	21	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	-	In Progress		2/13/2024	Evan has created a dashboard that satisfies the majority of this request. It's designed for the economic development community in mind, but can temporarily serve a dual purpose for City Council until OpenGov starts feeding data sufficient for a much more expanded dashboard.		Mumford Berrett		X
2023.045	21	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.		Mumford		X

Legislative Priorities List														Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned								
2023.050	21	City-sponsored Waterwise Landscaping Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.		Mumford					X			
2023.002	22	Zoning Map Update	Update the city's zoning map(s).	High Priority	Do	In Progress	2/20/2024	1/31/2024	Staff presented the map for Council discussion 1/16/2024, and is taking the map back to Council for a final decision on 2/20/24. Staff met with representatives from the Cedar Pass Ranch HOA (1.29.24) to discuss zoning in the Cedar Pass area.	5/16/2023	Larsen		X		X				
2023.003a	22	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referable but no changes are needed to the code.	High Priority	Do	In Progress	3/19/2024	2/14/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot line adjustment item was tabled last meeting and is expected in March.	5/16/2023	Larsen					X			
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinal Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure proposed land uses within a certain distance of military land are compatible with military uses.	High Priority	Do	On Hold	1/16/2024	2/14/2024	Staff has prepared code amendments based on last year's HB265 but has held off presenting it because this year's HB 256 Military Compatible Land Use Amendment is making its way through the legislature and is going to affect what has been drafted.	5/16/2023	Larsen					X			
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code.	High Priority	Do	In Progress	1/16/2024	2/14/2024	HB 408, 2023 is being evaluated by our business license specialist. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	5/16/2023	Larsen					X			
2023.044	22	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	Do	In Progress	3/31/2024	1/31/2024	Agriculture and Industrial have been to PC, coming to Council in March. Pushing to get Commercial Storage to PC in February and then to CC in March.	9/19/2023	Larsen					X			
2023.024	22	Neighborhood Residential 1 - Lot Size Distribution	Redo residential zoning to specify housing unit mix. Within the Neighborhood Residential 1 Future Land Use Category there are 3 zones with various lot sizes, developers can propose all smaller size; wants a variety in each development by # of units, not by acreage.	High Priority	Do	In Progress	3/31/2024	2/6/2024	This item received a public hearing and was tabled on 2/6/2024; expected back March 6.	5/16/2023	Larsen					X			
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	Do	In Progress	3/31/2024	1/31/2024	A draft has been prepared and is being revamped. Staff is working the City Attorney. Intending to send to PC in February.	5/16/2023	Larsen					X			
2023.003	22	General Plan Land Use Map Update	Schedule joint meeting with CC and PC to consider the updates. Do all designated areas make sense? Consider additional zoning designations (i.e., separate RC from MF1). It is time to look at it and see what needs to be updated, if any. Used to be tiered system...as long as developer met certain (amenities?) requirements, they could have maximum densities. We have 25,000 units vested.	Secondary Priority	Schedule	Not Started	2/29/2024	1/31/2024	Staff is working on a timeline for updating the General Plan and the land use map will be included early in that process.	5/16/2023	Larsen		X		X				
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	Not Started	4/30/2024	2/14/2023	Staff has begun work on this issue.	5/16/2023	Larsen					X			
2023.006	22	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	Schedule	In Progress	3/31/2024	1/31/2024	Staff has been working diligently on this project. It is going back to the PC on 2/13/2024 and CC in March.	5/16/2023	Larsen					X			
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	2/29/2024	9/19/2023	This has been assigned to a planner and the research/drafting process is beginning.	5/16/2023	Larsen					X			

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned							
2023.025	22	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	Schedule	In Progress	3/31/2024	1/31/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd has said his work is 80% complete in cataloging properties.	8/15/2023	Larsen						X	
2023.048	22	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	Schedule	Not Started		1/16/2024	Staff believes that the Legislature is addressing this issue again. Will research.	10/3/2023	Larsen						X	
2023.028	22	Full Build Out Scenarios	Part of the GP process. Given current zoning, what are the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Proposed	-	-		5/16/2023	This could be part of the general plan update and we could use a consultant on that.		Larsen Trusty			X				
2023.016	22	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to meet with the developer without useful information (#units, setbacks, etc.). SM - perhaps a summary of the project, a memo etc.	Proposed	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.		Larsen							
2023.026	22	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.		Larsen					X		
2023.009	23	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Other comments include: Is there a deed restriction that prevents the cemetery from growing...Pony Express Park. Need to have a financial plan to accomplish.	High Priority	Do	In Progress	6/30/2024	1/31/2024	Staff is striving to have it done in time to facilitate budget preparation. Due to additional work items requested, seeking an extension, and an updated schedule will then be provided.	5/16/2023	Weber DelaPena		X	X		X		
2023.032	24	Irrigation pipe requirements	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >\$70M.	High Priority	Do	In Progress	6/30/2024	1/16/2024	RFP was awarded and a report will be completed by spring 2024. Report will include proposed upgrades to the system and where it can be implemented.	5/16/2023	Trusty		X			X		
2023.011a	24	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	12/31/2024	2/14/2024	Completed appraisals have been received by City and discussions with property owners continue. Possible realignment of north portion to be presented to City Council 2/20/2024.	5/16/2023	Trusty		X		X			
2023.011b	24	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Schedule	On Hold	12/31/2025	1/16/2024	Extension to Eagle Mountain Blvd plans are ready but ROW issues are delaying the project. Completion estimate is pushed a year.	5/16/2023	Trusty		X		X			
2023.043	24	Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	Do	In Progress	12/5/2023	1/16/2024	Included in MAG's TIP process (under consideration). This funding should now be included in the tracking of item 23.018, Transportation Funding.	8/15/2023	Trusty		X		X			
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than the PC.	Secondary Priority	Schedule	Not Started	6/30/2024	8/1/2023	The council wants clarity to the parking code and become the land use authority.	8/15/2023	Trusty		X					

Legislative Priorities List														Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned								
2023.023	24	Water Plan (Residential)	Establish a water plan based on residential density. Need to get a water element into the GP. ULCT conference showed some water usages based on residents; how much less used when apartments instead of having 1/4 acre lots. Higher density may use more water than 1/4 acre lots. Balance density with road needs and water use.	Secondary Priority	Schedule	Not Started	2022-2025	1/16/2024	Staff agrees that this needs to be looked at, in the context of multiple scenarios.	5/16/2023	Trusty Larsen		X	X	X				
2023.049	24	Water Study for Commercial Development	Determine how much water is needed for future commercial development; establish a policy to reserve sufficient water for commercial purposes. (See also 23.023 Water Plan.)	Proposed	-	-					Trusty Larsen		X	X	X				
2023.019	31	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.		Kofoed								
2023.033	32	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Schedule	In Progress	12/31/2024	1/31/2024	Staff are looking into asset management software tools. Public Works selected OpenGov - Cartegraph software for asset management. Staff working on draft capital asset policy.	5/16/2023	Ruesch		X	X					
2023.042	41	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	Schedule	In Progress	5/31/2024	8/15/2023	Put this on the calendar by May 31 each year. Note: A proposed bill at the Legislature would require School Districts to provide its safe routes proposals each year and require cities to provide a written response within 60 days indicating projects affecting those routes and any mitigation thereof.	8/15/2023	Hickman Kofoed Hilton								
2023.008	41	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	Schedule	Not Started		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023	Hickman			X	X				
2023.012	41	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for community use.	Proposed	-	-					Hickman				X				
Completed																			
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat.	High Priority	-	Completed	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023	Draper			X					
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	-	Completed	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023	Maffitt								
2023.007	14	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	-	Completed	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023	Strachan								
2023.004	22	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing standards. See also 16.35.090.	Secondary Priority	-	Completed	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023	Larsen				X				