



EAGLE MOUNTAIN CITY COUNCIL MEETING

February 6, 2024, 4:00 PM

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

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

1.B [DISCUSSION - EMMC 17.61 - Camp Williams Compatibility](#)
[EMMC 17.61 Land Use Compatibility](#)
[HB256S01.pdf](#)

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

10. BOND RELEASES

- 10.A Harmony Phase A Plat 4 - Into Warranty
Harmony A-4 Bond Release Letter & Checklist
Harmony A-4 Recorded Plat

11. BID AWARDS

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

12. MINUTES

- 12.A January 16, 2024 Minutes - Regular City Council Meeting
01.16.2024 CC Minutes - DRAFT

13. SITE PLAN

- 13.A SITE PLAN - Marketplace at Eagle Mountain Town Center Lot 303
Marketplace Lot 303 Civil
Marketplace Lot 303 Elevations
Marketplace Lot 303 Lighting
- 13.B SITE PLAN - Eagle Plaza / Beto's Mexican Food
Eagle Plaza Beto's Site
Eagle Plaza Beto's Architecture
Eagle Plaza Beto's Landscaping
Eagle Plaza Beto's Photometrics
EM Business Campus Plat C
UDOT Fill Slope Easement

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](#)

BACKGROUND: *(Presented by Robert Hobbs, Senior Planner)* The proposed ordinance amends the Parkway Fields Master Development Plan Parcel 59:018:0057, to update zoning (approx. 2 acres of RC to MF1), provide for two stub road connections in lieu of one, adopt an updated phasing plan, and adjust the layout of the easterly portion of the project including oversizing some FR lots. The proposed adjustment will not increase density, nor change the nature of building types already approved within the project.

[ORD--Amended Parkway Fields \(Ault Farms\) MDP](#)
[Parkway Fields Vicinity Map](#)
[Parkway Fields \(Ault Farms\) Original Zoning Map](#)
[Parkway Fields \(Ault Farms\) Proposed MDP/Zoning Map](#)
[Parkway Fields \(Ault Farms\) Original Phasing Plan](#)
[Parkway Fields \(Ault Farms\) MDA Updated Phasing Plan Replacement Exhibit](#)
[Parkway Fields \(Ault Farms\) MDA Transportation Plan Replacement Exhibit](#)

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

BACKGROUND: *(Presented by Robert Hobbs, Senior Planner)* The proposed ordinance amends the Parkway Fields Master Development Agreement (i.e., exhibits) in association with a Master Development Plan amendment (Item 17.G). This request would amend the Parkway Fields Master Development Plan and Development Agreement, Parcel 59:018:0057, update zoning (approx. 2 acres of RC to MF1), provide for two stub road connections in lieu of one, adopt an updated phasing plan, and adjust the layout of the easterly portion of the project including oversizing some FR lots. The proposed re-arrangement will not increase density, nor change the nature of building types already approved within the project. This proposal would amend exhibits of the Parkway Fields Master Development Agreement.

[ORD--Amended Parkway Fields \(Ault Farms\) MDA](#)
[Parkway Fields \(Ault Farms\) MDA New MDP/Zoning Map Exhibit](#)
[Parkway Fields \(Ault Farms\) MDA New Phasing Plan Exhibit](#)
[Parkway Fields \(Ault Farms\) MDA New Transportation Plan Exhibit](#)

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](#)

BACKGROUND: *(Presented by Marcus Draper, City Attorney)* The proposed ordinance clarifies ambiguity in the Eagle Mountain 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.

ORD--EMMC 17.25.040 Residential Development Standards
EMMC 17.25.040 Amendment

- 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](#)

BACKGROUND: *(Presented by Chris Trusty, City Engineer)* The proposed ordinance clarifies portions of the Eagle Mountain Municipal Code that may have been vague or misunderstood, specific to construction standards, and ensures that they are up to date and reflect typical standards.

ORD--EMMC 15 Construction Standards
EM Construction Standards 2023 PC Comments

- 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](#)

BACKGROUND: *(Presented by Robert Hobbs, Senior Planner)* The proposed ordinance amends definitions, fencing height and placement controls and other regulations for residential, commercial, industrial, and public facilities fencing. It addresses materials and appearance, non-conforming fencing, abatement of unlawful fencing, walls, chain-link & electric fences, privacy screening elements, trash enclosures, location restrictions, fencing over easements, berms and hedges, the effect of private CCRs on city fence standards, retaining walls, and street screens.

ORD--EMMC 17.10.30 Fencing
EMMC Fence Code Redlines

- 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](#)

BACKGROUND: *(Presented by Robert Hobbs, Senior Planner)* The proposed ordinance would remove the requirement of a plat amendment for property line adjustments between a recorded subdivision plat and adjoining parcel of land, but rather only the need for a record of survey to be authorized and recorded.

ORD--EMMC 16.50.040 Approval Process
Property Line Adjustments Code Amendments Redlines

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

BACKGROUND: *(Presented by Johna Rose, Business License Specialist)* 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. Proximity to community location, and within prescribed

zones, as set forth in Title 17 of the EMMC. It will remove the "Restricted facility" definition and each use of the term from the EMMC. It will add a definition for "Local consent as required by The Department of Alcoholic Beverage Service (DABS), and removes old references that are no longer required.

[ORD--EMMC 5.15 Liquor Licenses](#)
[EMMC 5.15 Liquor Licenses Redlines](#)

- 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](#)

BACKGROUND: *(Presented by Robert Hobbs, Senior Planner)* This proposed ordinance would require no more than 1/3 of the total building lots in any subdivision that lies within an NR1 future land use category area to be comprised of lots zoned R3; and, no more than 1/2 of the remaining building lots in that same subdivision to be designated R2.

[ORD--EMMC 17.60.155 Lot Size Mixture](#)
[R1-R3 Lot Size Mixture Code Amend Redlines](#)

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](#)

BACKGROUND: *(Presented by the City Council)* The proposed ordinance codifies Eagle Mountain City's six-member council form of government and establishes that the powers of municipal government are vested in the city council, consisting of five council members and the mayor. The city council shall make the decisions for the city with a vote and approval in an open and public meeting. The ordinance further clarifies the executive and staff powers and identifies that, on an annual basis, the city council shall elect a mayor pro tempore from the body of the elected city council members and will discuss and make assignments for representation and support for the citizens of the city.

[ORD--EMMC 2.08 Form of Government](#)
[EMMC 2.08 and 2.15.120 - Redlines](#)

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

- 20.A Financial Update
[December 2023 Budget Summary](#)

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 2nd 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 6, 2024

TITLE:	DISCUSSION - EMMC 17.61 - Camp Williams Compatibility		
ITEM TYPE:	Discussion		
FISCAL IMPACT:	N/A		
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud, Senior Planner

RECOMMENDATION:

BACKGROUND:

Discussion of an amendment to EMMC to comply with state code regarding development within 5,000 feet of "military land."

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[EMMC 17.61 Land Use Compatibility](#)

[HB256S01.pdf](#)

Chapter 17.61

LAND USE COMPATIBILITY WITH MILITARY USE

Sections:

17.61.010 Purpose.

17.61.020 Applicability.

17.61.030 Sentinel landscape standards.

17.61.010 Purpose.

The purpose of this chapter is to protect Camp Williams (CW) from impacts of nearby development which may not be compatible with the mission and purpose of Camp Williams.

17.61.020 Applicability.

Utah Code §10.9a.537, approved by the state of Utah in 2023 (HB265) requires that any land use application within 5,000 feet of "military land" (CW) be reviewed by the Department of Veterans and Military Affairs (DVMA) to determine compatibility.

17.61.030 Sentinel landscape standards.

The following are standards that apply to all developments that are located within 5,000 feet of Camp Williams.

- A. Written notification to the DVMA of any land use application following the parameters established by state law.
- B. The DVMA has 90 days to provide a written response to the City regarding the compatibility of the zoning request.
- C. The notification requirement does not apply to individual building permits.
- D. The City cannot approve a land use application prior to a compatibility determination by the DVMA.

HB0256S01 compared with HB0256

~~deleted text~~ shows text that was in HB0256 but was deleted in HB0256S01.

inserted text shows text that was not in HB0256 but was inserted into HB0256S01.

DISCLAIMER: This document is provided to assist you in your comparison of the two bills. Sometimes this automated comparison will NOT be completely accurate. Therefore, you need to read the actual bills. This automatically generated document could contain inaccuracies caused by: limitations of the compare program; bad input data; or other causes.

Representative Val L. Peterson proposes the following substitute bill:

MILITARY COMPATIBLE LAND USE AMENDMENTS

2024 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Val L. Peterson

Senate Sponsor: _____

LONG TITLE

General Description:

This bill addresses land use compatibility with military use.

Highlighted Provisions:

This bill:

- ▶ modifies provisions regarding when notice is required related to applications or permits near military land;
- ▶ provides that a municipality or county should deny a land use application if the Department of Veterans and Military Affairs determines that a proposed land use is incompatible with military operations; and
- ▶ makes technical changes.

Money Appropriated in this Bill:

None

HB0256S01 compared with HB0256

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

10-9a-537, as enacted by Laws of Utah 2023, Chapter 154

17-27a-533, as enacted by Laws of Utah 2023, Chapter 154

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **10-9a-537** is amended to read:

10-9a-537. Land use compatibility with military use.

(1) As used in this section:

~~{ (a) "Application" means:~~
~~(i) an application or petition to annex land;~~
~~(ii) an application to enact, amend, or repeal a land use regulation; or~~
~~(iii) any land use application, other than an individual building permit, that would~~
~~result in a significant land use change that might have an adverse effect on the operation of the~~
~~military installation.~~

~~‡ (b) "Department" means the Department of Veterans and Military Affairs.~~

~~(b) (c) "Military" means a branch of the armed forces of the United States,~~
including the Utah National Guard.

~~(c) (d) "Military land" means the following land or facilities:~~

- (i) Camp Williams;
- (ii) Hill Air Force Base;
- (iii) Dugway Proving Ground;
- (iv) Tooele Army Depot;
- (v) Utah Test and Training Range;
- (vi) Nephi Readiness Center;
- (vii) Cedar City Alternate Flight Facility; or
- (viii) Little Mountain Test Facility.

(2) (a) Except as provided in Subsection (2)(b), on or before July 1, 2025, for any area in a municipality within 5,000 feet of a boundary of military land, a municipality shall, in

HB0256S01 compared with HB0256

consultation with the department, develop and maintain a compatible use plan to ensure permitted uses and conditional uses relevant to the military land are compatible with the military operations on military land.

(b) A municipality that has a compatible use plan as of January 1, 2023, is not required to develop a new compatible use plan.

(3) If a municipality receives ~~{f}~~ a land use application ~~[, other than an individual building permit,]~~ {an application} related to land within 5,000 feet of a boundary of military land, before the municipality may approve the ~~{f}~~ land use ~~{f}~~ application, the municipality shall notify the department in writing.

(4) (a) If the department receives the notice described in Subsection (3), the executive director of the department shall:

~~[(a)]~~ (i) determine whether the proposed land use is compatible with the military use of the relevant military land; and

~~[(b)]~~ (ii) within 90 days after the receipt of the notice described in Subsection (3), respond in writing to the municipality regarding the determination of compatibility described in Subsection (4)(a)(i).

~~(b) { If the department determines that a proposed land use is incompatible with the military use of the relevant military land, and the department notifies the municipality as described; }~~ (i) For a land use application pertaining to a parcel within 5,000 feet of military land that may have an adverse effect on the operations of the military installation, except as provided in Subsection (4)(a)(ii), the municipality {should not allow development in the vicinity of a military installation that is incompatible with} shall consider the compatible use plan in processing the land use application.

(ii) For a land use application pertaining to a parcel within 5,000 feet of military land that may have an adverse effect on the operations of the military {installation's ability to carry out the military installation's mission requirements} installation, if the applicant has a vested right, the municipality is not required to consider the compatible land use plan in consideration of the land use application.

(5) If the department receives the notice described in Subsection (3) before the municipality has completed the compatible use plan as described in this section, the department shall consult with the municipality and representatives of the relevant military land to

HB0256S01 compared with HB0256

determine whether the use proposed in the land use application is a compatible use.

Section 2. Section **17-27a-533** is amended to read:

17-27a-533. Land use compatibility with military use.

(1) As used in this section:

~~{ (a) "Application" means:~~
~~— (i) an application or petition to annex land;~~
~~— (ii) an application to enact, amend, or repeal a land use regulation; or~~
~~— (iii) any land use application, other than an individual building permit, that would result in a significant land use change that might have an adverse effect on the operation of the military installation.~~

~~‡~~ ~~{(b)}~~ "Department" means the Department of Veterans and Military Affairs.

~~{(c)}~~ "Military" means a branch of the armed forces of the United States, including the Utah National Guard.

~~{(d)}~~ "Military land" means the following land or facilities:

- (i) Camp Williams;
- (ii) Hill Air Force Base;
- (iii) Dugway Proving Ground;
- (iv) Tooele Army Depot;
- (v) Utah Test and Training Range;
- (vi) Nephi Readiness Center;
- (vii) Cedar City Alternate Flight Facility; or
- (viii) Little Mountain Test Facility.

(2) (a) Except as provided in Subsection (2)(b), on or before July 1, 2025, for any area in a county within 5,000 feet of a boundary of military land, a county shall, in consultation with the department, develop and maintain a compatible use plan to ensure permitted uses and conditional uses relevant to the military land are compatible with the military operations on military land.

(b) A county that has a compatible use plan as of January 1, 2023, is not required to develop a new compatible use plan.

(3) If a county receives ~~{}~~ a land use application ~~[, other than an individual building permit,]~~ ~~{ an application }~~ related to land within 5,000 feet of a boundary of military land,

HB0256S01 compared with HB0256

before the county may approve the ~~the~~ land use ~~the~~ application, the county shall notify the department in writing.

(4) (a) If the department receives the notice described in Subsection (3), the executive director of the department shall:

~~[(a)]~~ (i) determine whether the proposed land use is compatible with the military use of the relevant military land; and

~~[(b)]~~ (ii) within 90 days after the receipt of the notice described in Subsection (3), respond in writing to the county regarding the determination of compatibility described in Subsection (4)(a)(i).

~~(b) If the department determines that a proposed land use is incompatible with the military use of the relevant military land, and the department notifies the county as described in Subsection (4)(a)(ii), the county should not allow development in the vicinity of a military installation that is incompatible with~~ (i) For a land use application pertaining to a parcel within 5,000 feet of military land that may have an adverse effect on the operations of the military ~~installation's ability to carry out~~ installation, except as provided in Subsection (4)(b)(ii), the county shall consider the compatible use plan in processing the land use application.

(ii) For a land use application pertaining to a parcel within 5,000 feet of military land that may have an adverse effect on the operations of the military ~~installation's mission requirements~~ installation, if the applicant has a vested right, the county is not required to consider the compatible land use plan in consideration of the land use application.

(5) If the department receives the notice described in Subsection (3) before the county has completed the compatible use plan as described in this section, the department shall consult with the county and representatives of the relevant military land to determine whether the use proposed in the land use application is a compatible use.

Section 3. **Effective date.**

This bill takes effect on May 1, 2024.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	Dark Fiber Lease for Traffic Light Network Agreement - Direct Communications		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	10-41-44100-5142 Traffic Signal Maintenance/Power - \$7,200.00 annually		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Zac Hilton, Public Works

PRESENTED BY:

Zac Hilton

RECOMMENDATION:

Staff recommends the City Council approve an agreement with Direct Communications, dark fiber lease for traffic signal network agreement in the amount of \$7,200.00.

BACKGROUND:

The streets department budgeted \$17,000 in the 2024 budget to begin installing dark fiber to Eagle Mountain City traffic signals. This 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 sync'd 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.

This agreement with Direct Communications (see attached agreement) will allow the City to lock in the monthly service rate of \$40.00 per traffic signal for the next 10 years. The agreement also includes a one-time charge of \$100.00 per traffic signal which provides the dark fiber to the cabinet and the fiber splice connection. Eagle Mountain City currently has 15 traffic signals that it owns and maintains which brings the annual total for dark fiber service to the signals to \$7,200.00. Any future traffic signals added to Eagle Mountain City's transportation system would be an additional one-time connection fee of \$100.00 and a monthly rate of \$40.00.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Dark Fiber Lease for Traffic Signals - Direct Com](#)



Fiber Optic Broadband

Quotation

DATE November 28, 2023
Quotation # 2022014-01-05
Customer ID Eagle Mountain Cit

Bill To:

Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84005
801-789-6600
zhilton@emcity.org

Prepared by: Brigham Griffin

Project: Dark Fiber Lease for Traffic Light Network

Comments or special instructions: Directcom to provide 2 strands of dark fiber optic cable to Eagle Mountain City for City traffic light system; One fiber consisting of an 8 mile run from Silverlake to the Rodeo grounds and another fiber consisting of an 4 mile run from Silverlake to Ash Point. These will be single bi-directional fiber runs. Fiber may only be used for traffic light data.

Note this is quoted on a per-light basis. City will be responsible for any required construction to connect to existing fiber network nodes. 120 Month term required. Please return signed pricing agreement to brigham@directcomfiber.com

Description	AMOUNT
Non-recurring charge - \$100 per location - includes fiber drop to cabinet and splicing.	\$ 1,500.00
Dark fiber network charge for two strands linking 15 initial locations (per month)	\$ 600.00
Per-location charge for future lights added to dark fiber network (per month)	\$ 40.00

By signing below, as a representative of the above organization, you agree to pay the amounts quoted for the service items listed above.

Signed: _____
Title: _____

Date: _____

This is a quotation on the goods named, subject to the conditions noted below:

THANK YOU FOR YOUR BUSINESS!

3726 E Campus Drive, Eagle Mountain, UT 84005 [Phone] 8017892800 [Fax] 8017894118



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	Purchase Agreement - Old Airport Road Right of Way - Eagle Mountain Airport LLC		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$43,426.63 from GL #47-81-44100-7026 - Capital Projects, Airport Road		
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 agreement with Eagle Mountain Airport LLC for the purpose of an Old Airport Road Right of Way.

BACKGROUND:

This purchase agreement will convey a 47 foot right of way to Eagle Mountain City for the construction of Old Airport Road through the Eagle Mountain Airport (Patterson) property. Total purchase is 3.77 acres at the appraised property value. The property owner will provide a 50% reduction in the purchase price of the property for the installation of a sewer line and will provide another 50% reduction should the City install a water line within the next two years.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Purchase Agreement - Eagle Mountain Airport LLC - ROW](#)
[EXHIBITS - Airport Road ROW - Eagle Mountain Airport LLC](#)

RIGHT-OF-WAY PURCHASE AGREEMENT

This RIGHT-OF-WAY PURCHASE AGREEMENT (“Agreement”) is made and entered as of the _____ day of _____, 2024 (the “Effective Date”), by and between Eagle Mountain City (“City”), a political subdivision of the State of Utah; and Eagle Mountain Airport, a Utah limited liability company (“Seller”). The City and Seller are collectively referred to as the “Parties” and, individually as a “Party”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 72.5 acres of undeveloped land located in the City, Utah County Parcel Numbers: 58-048-0112 and 58-048-0113 (“Land”).

B. City desires to purchase from Seller approximately 3.77 acres of the Land as more particularly described in **Exhibit A** attached hereto and incorporated herein (“Property”).

C. City desires to extend Old Airport Road in the area shown in **Exhibit B** attached hereto and incorporated herein (“Road Extension”) on the Property; and

D. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Seller hereby agree to the following:

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “Transfer”). Property is being sold as is.

2. **Purchase Price.**

a. **Price Per Acre.** The total purchase price for the Property shall be eighty six thousand eight hundred fifty three dollars and twenty six cents (\$86,853.26) (“Purchase Price”) The Purchase Price is based on the gross acreage of 3.77 acres and a price of twenty three thousand thirty eight dollars (\$23,038) per acre. The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

- b. **Method of Payment.** The Parties anticipate the construction of a sewer trunk line (“Sewer Improvements”) through the Property. City shall insure that the Sewer Improvements are completed by February 1, 2026. If the Sewer Improvements are completed by February 1, 2026, Seller shall give to the City a credit of one-half (1/2) of the Purchase Price. The Parties have also discussed a water line extension (“Water Improvements”) running through the Property. City may, at its option, choose to install the Water Improvements. If the City installs the Water Improvements by February 1, 2026, Seller shall give to the City a credit of one-half (1/2) of the Purchase Price. If after February 1, 2026, any portion of the Purchase Price is unpaid, City shall pay the remaining portion of the Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds within thirty (30) days of the second anniversary of the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“Title Commitment”) for an ALTA fee policy of title insurance (“Title Policy”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
- i. **Objections.** City shall have ten (10) business days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“Title Objection Notice”). If City does not timely deliver a Title Objection Notice to Seller, City shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.1.2 and any encumbrances or other title exceptions in the Title Commitment to which City does not object in writing within the ten (10) day period set forth above shall be deemed to be “Permitted Exceptions” and shall not be considered objections to any matter contained in the Commitment. Seller may arrange to pay off any Title Objection Notices that are monetary liens prior to or at Closing.
- ii. **Written Notice.** If City provides a written notice of objections in accordance with Section 3(a)(i), then Seller shall have the option to: (1) cure such objections at Seller's sole cost; or (2) terminate this Agreement.
- iii. **Remedy.** City's sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions or to cure City's objections in accordance with Section 3(a)(2) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.

- b. **Survey.** City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "Property Documents").

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "Closing Date"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. "Closing" shall mean the consummation of the Transfer at the time the quitclaim deed is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("Official Records").
- b. **Place of Closing.** The Closing shall be consummated by Jimmy Wilson of Master's Title (801-787-8792) (the "Escrow Agent"). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Parcels shall be prorated as of the Closing. Each Party shall be responsible for and shall promptly pay all charges with respect to its Parcels attributable to the period up to and including a Closing. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (4) all property taxes related to the period prior to Closing, as calculated in accordance with Section 4.4. City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related

transactional expenses. The costs and expenses described in this Section 4(d) are, collectively, the "Closing Costs."

- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.
 - e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to Closing for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "City's Conditions") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing, with all Obligatory Removal Exceptions removed or deleted, unless otherwise waived by City; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land; and (3) it shall otherwise be in form and substance reasonably acceptable to City.

- b. **No Default.** Seller and Buyer shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing. All of Seller's and Buyer's covenants, representations and warranties herein shall be true and correct in all material respects, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.
6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the documents and funds described Section 8.
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any

covenant or agreement of Seller under this Agreement incapable or less likely of being performed.

- c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).
- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property or Easement.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent Masters Title Co. on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quitclaim deed in the form of **Exhibit D** attached hereto (the "Deed"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, 'Seller's Closing Documents'):
 - i. A quitclaim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit D**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and

- v. Such other documents as may reasonably be requested by City and/or the Title Company to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "City's Closing Documents"):
 - i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
 - ii. A Closing Statement, duly executed and delivered by City;
 - iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
 - iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.
- 9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party 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 Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.
- 10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:
 - a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
 - b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party

or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.

- c. **Property Documents.** To the actual knowledge of Seller, the Property Documents constitute all of the material documents relating to the Property, and each such Property Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.
- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading. Masters Title will need to verify all documents to meet their satisfaction.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "Laws") of all applicable federal, state and local authorities (each, an "Authority") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with

respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.

- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes. Nothing in this agreement negates the property owner's ability to own and operate an airport on the adjacent. Seller will have option to rezone or develop adjacent property at their discretion.
- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
 - i. To the actual knowledge of Seller, there are no active or abandoned wells on the Property;
 - ii. To the actual knowledge of Seller, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the actual knowledge of Seller, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the actual knowledge of Seller, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the actual knowledge of Seller, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "Waste");
 - vi. To the actual knowledge of Seller, no waste is currently used, stored or disposed of on the Property;
 - vii. To the actual knowledge of Seller, there are no private burial grounds located on the

Property; and

- viii. Any Environmental Claim will be the sole responsibility of the buyer
- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “OFAC Rules”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
- m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City’s officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys’ fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
11. **City’s Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:
- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.

- b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
- c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.
- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
- e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
- f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
- g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be

repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:
- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.
14. **Termination of Easement.** The Parties entered into an agreement on December 5, 2023 in which the Seller granted the City an easement to construct, install, and maintain the Sewer Improvements located on the Property ("Easement Agreement"). Pursuant to the Easement

Agreement, the easement would terminate upon the City's purchase of the Property in fee simple in accordance with this Agreement. The Parties acknowledge that Easement Agreement and its associated easement terminate upon the effective date of this Agreement.

15. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall merge into the Deed at Closing and shall not survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or

invalid provision shall not affect the other provision of this Agreement.

- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 15(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

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

If to Seller:

Eagle Mountain Airport LLC
Attn: Patterson Construction, Inc
11038 N Highland Blvd, Ste 100
Highland, UT 84003

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.
- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- p. **Business Days.** As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may

disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary as seller deems necessary to comply with law.

- s. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
 - t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
 - u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
 - v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.
16. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20_____.

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.

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

EAGLE MOUNTAIN AIRPORT LLC
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Map of Road Extension
Exhibit "C"	Form of Quitclaim Deed

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “B”
MAP OF ROAD EXTENSION AND EASEMENT

EXHIBIT “C”
FORM OF QUITCLAIM DEED

EXHIBIT A

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 208877:2020, OFFICIAL RECORDS, BEING LOCATED IN THE WEST HALF OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID SECTION 25; THENCE N 0°51'50" E ALONG THE WEST LINE OF SAID SECTION 2058.66 FEET; THENCE S 89°08'44" E 47.00 FEET; THENCE S 0°51'50" W 2058.63 FEET; THENCE S 0°47'19" W 844.07 FEET; THENCE N 89°08'44" W 47.00 FEET, TO THE WEST LINE OF SAID SECTION; THENCE N 0°47'19" E ALONG SAID LINE 844.04 FEET, TO THE POINT OF BEGINNING.

CONTAINS 136,427 SQ FT OR 3.13 ACRES



3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P] (801) 768-7200 | F] (801) 768-7201

PROJECT NO. FF19222.20
AIRPORT ROAD
R.O.W. PARCEL 4
(PARCEL NO. 58-048-0113)

1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P] (435) 986-0100

405 Main Street, Ste. 1000
Salt Lake City, UT 84111
P] (801) 768-7200



EXHIBIT A

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY NUMBER 208877:2020, OFFICIAL RECORDS, BEING LOCATED IN THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S 88°33'06" E ALONG THE NORTH LINE OF SAID SECTION 47.00 FEET; THENCE S 0°51'50" W 596.81 FEET; THENCE N 89°08'44" W 47.00 FEET, TO WEST LINE OF SAID SECTION 25; THENCE N 0°51'50" E ALONG SAID LINE 597.30 FEET, TO THE POINT OF BEGINNING.

CONTAINS 28,062 SQ FT OR 0.64 ACRES



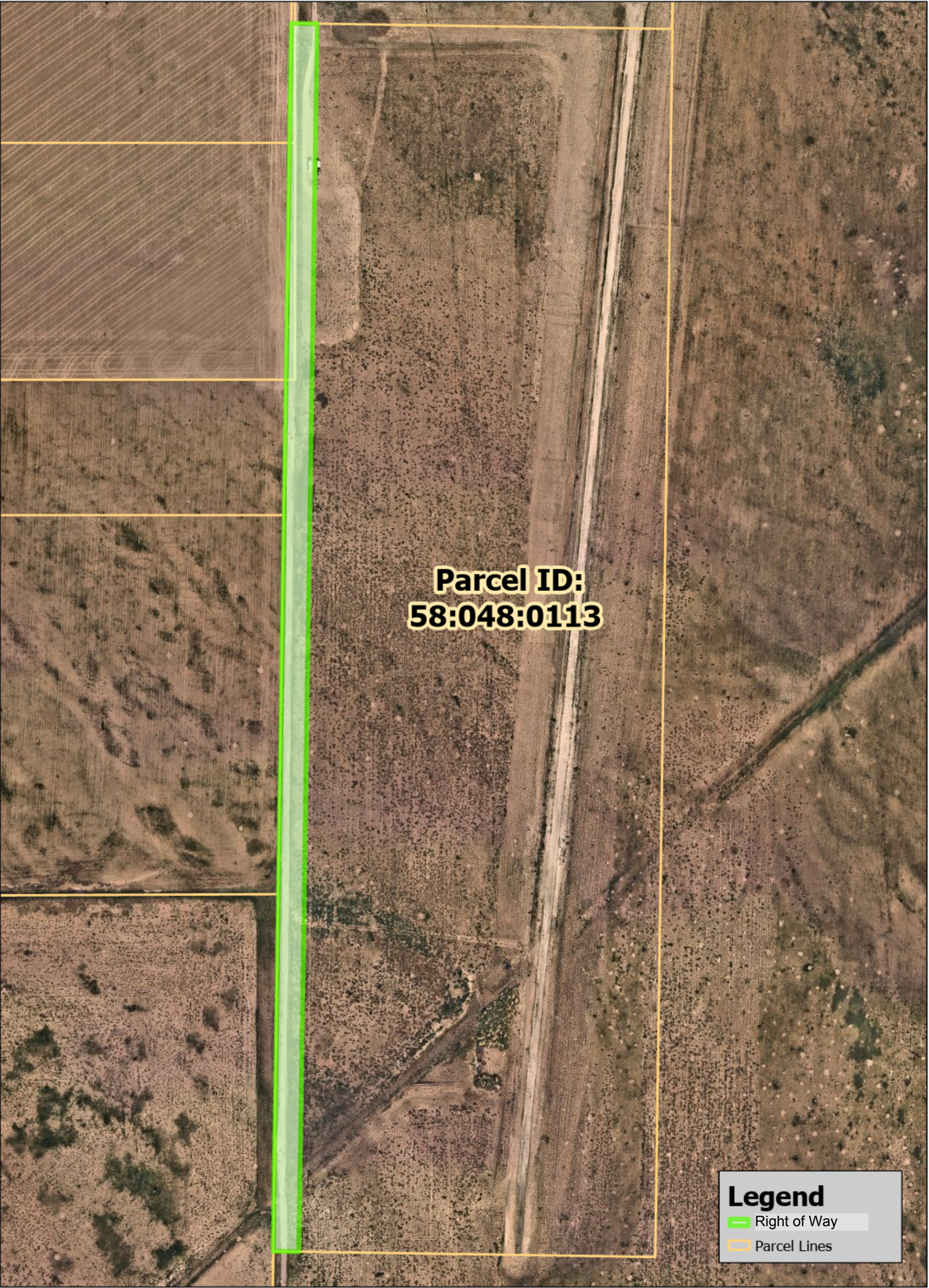
3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P] (801) 768-7200 | F] (801) 768-7201

PROJECT NO. FF19222.20
AIRPORT ROAD
R.O.W. PARCEL 9
(PARCEL NO. 58-048-0112)

1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P] (435) 986-0100

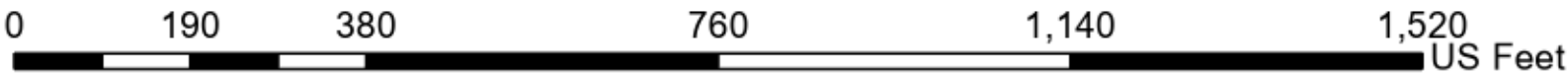
405 Main Street, Ste. 1000
Salt Lake City, UT 84111
P] (801) 768-7200





Legend

-  Right of Way
-  Parcel Lines



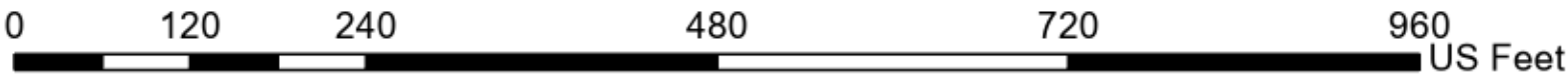


**Parcel ID:
58:048:0112**

Legend

Right of Way

Parcel Lines



After Recording Mail To:
Fionnuala B. Kofoed
1650 E Stagecoach Run
Eagle Mountain, UT 84005

QUIT-CLAIM DEED

_____, (“Grantor”) hereby quit-claims to EAGLE MOUNTAIN CITY, a Utah municipal corporation (“Grantee”) for the sum of _____ and other good and valuable consideration, the following real property located in Utah County, State of Utah:

LEGAL DESC. or EXHIBIT

Reserving to the Grantor all of the public utility easements described in the official plat thereof.

WITNESS the hand of said Grantor, this _____ day of _____,
2024.

EAGLE MOUNTAIN CITY

By: _____
Tom Westmoreland, Mayor

STATE OF UTAH)
)
) ss.
COUNTY OF UTAH)

On the _____ day of _____ 2024, personally appeared before me Tom Westmoreland, who duly acknowledged to me that he is the Mayor of Eagle Mountain City and the foregoing instrument was executed on behalf of Eagle Mountain City.

Notary Public



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	Temporary License Agreement - Proposed City Center Tank Site - Monte Vista Ranch		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	N/A		
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 the Temporary License Agreement with Monte Vista Ranch for the purpose of the proposed City Center Tank Site.

BACKGROUND:

The Eagle Mountain City Council has approved funding for a new four million gallon water tank in City Center. Working with the design consultant, City staff has found a location in the south area of City Center that meets the required elevation for the tank and would provide water storage for the southern portion of the City. Staff contacted the property owner for this parcel and asked for permission to conduct a geological evaluation of the property and survey work. Prior to any site work the property owner has asked for a temporary license agreement so that the property is returned to its original condition.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Temporary License Agreement](#)
[Tank Site](#)

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the “**Agreement**”) is made as of the ____ day of _____, 20____ (the “**Execution Date**”), between Monte Vista Ranch, L.C., a Utah limited liability company, whose address is 1754 E Cedar Trails Way, Eagle Mountain, Utah 84005 (“**Landowner**”) and _____, whose address is _____ (“**Licensee**”).

1. Grant of License. Landowner hereby licenses and grants to Licensee the right to enter onto a portion of the real property located in Eagle Mountain, Utah County, State of Utah, with the Utah County Serial Number 59-020-0008 further shown and described in **Exhibit A**, attached hereto and by this reference incorporated herein (the “**Access Area**”), for the purpose of conducting geotechnical testing to assist with determining the location of a future water tank (the “**Temporary Use**”) for the Term (defined below) (the “**License**”). This Agreement is merely a License and not a lease.

2. Access. This License shall include the right to use the Access Area for the Temporary Use and to discontinue the Temporary Use once the Term (defined below) ends. Licensee agrees to use its best efforts to maintain the Access Area in a clean and sanitary condition and not commit any nuisance or waste upon the Access Area.

3. Term and Termination. The License is granted for three (3) months from the Execution Date (the “**Term**”) and shall automatically terminate, without need for execution of a release or termination agreement to confirm the date of termination. Upon the termination of the Agreement, Licensee, shall quietly and peaceably surrender the Access Area and at Licensee’s sole cost and expense, Licensee shall cause to be removed from the Access Area all debris, dirt, materials, and construction equipment, vehicles, and shall restore the Access Area in as good condition as when entered upon by Licensee, reasonable wear and tear excepted.

4. Maintenance. Licensee shall, at its own cost and expense, keep the Access Area in a clean and sanitary condition and shall not commit any nuisance or waste upon the Access Area. In the event that any of Landowner’s fence is removed or damaged by the Licensee or its agents during the Temporary Use, Licensee will cause the fence to be repaired and restored to a condition fully equal to that existing before Temporary Use was commenced.

5. Limited Use. Landowner retains possession of the Access Area, including the right of entry, provided however, that Landowner shall not interfere with Licensee’s Temporary Use. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or any other public utility nor shall the License granted herein constitute a public dedication. The License granted herein shall be strictly limited to and for the purposes expressed herein.

6. Liens. Neither Licensee nor anyone claiming through Licensee shall have the right to file mechanics liens or any other kind of lien on the Access Area. Licensee shall take the necessary steps to keep the Access Area free of all liens resulting from Licensee’s use of the Access Area. If

Licensee fails to have any such lien canceled or discharged, Landowner may, but shall not be obligated to, pay the claim upon which such lien is based so as to have such lien released of record; and, if Landowner does so, then Licensee shall pay to Landowner, upon demand, the amount of such claim, plus all other costs and expenses incurred in connection therewith. This Section 6 shall survive the expiration or early termination of this Agreement.

7. Insurance. During the term of this Agreement Licensee shall, at its own cost and expense, maintain the following insurance and amounts set forth below (collectively the “**Insurance Policy**”) covering any accidents arising from the Temporary Use of the Access Area:

a. *Public Liability.* A policy of comprehensive public liability insurance insuring Licensee and Landowner against any liability arising out of the use, occupancy or maintenance of the Access Area and all areas appurtenant thereto. Such insurance shall be combined single limit liability and shall be in the amount of not less than One Million Dollars (\$1,000,000.00) for injury or death in any one accident or occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The limit of any such insurance shall not, however, limit the liability of the Licensee hereunder. Licensee may provide this insurance under a blanket policy, provided the said insurance shall have a Landowner’s protective liability endorsement attached thereto.

b. *Property Insurance.* A policy of all-risk property insurance covering the full replacement value of all Landowner’s betterments and improvements located within the Access Area.

c. *Worker’s Compensation.* Workers’ compensation coverage for protection of Licensee’s employees as required by law and employer liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and any and all other labor insurance required by any constituted authority having legal jurisdiction over the area in which Licensee’s work is to be performed.

8. Default. Landowner shall have the right to terminate this Agreement if Licensee defaults with respect to any of Licensee’s obligations under this Agreement. Termination shall be effected by serving Licensee with written notice of such Event of Default (defined below), followed by the failure of Licensee to remedy the Event of Default within five (5) business days after date of such notice. Licensee’s violation of the terms herein contained constitutes an event of default (“**Event of Default**”) under this Agreement.

9. Litigation; Attorneys’ Fees. If any action is brought by either party against the other party, relating to or arising out of this Agreement, or the enforcement hereof, the prevailing party shall be entitled to recover from the other party the reasonable attorneys’ fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. With regard only to any claims arising prior to termination of this Agreement, the provisions of this Section 9 shall survive the termination of this Agreement and the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

10. Indemnification. During the term of this Agreement, Licensee shall protect, defend,

indemnify, and hold harmless Landowner from and against any and all actions, proceedings, claims, demands, liabilities, judgments, damages, and expenses, including reasonable attorneys' fees, from any actual damage to persons or property arising from, but without limitation, (i) Licensee's entry upon and use of the Access Area., (ii) any actions, activities, circumstances, conditions, events or incidents by Licensee which would contribute or create the presence of any Hazardous Materials (defined below) at, on, in, or under the Access Area that form the basis of any Environmental Claim (defined below) against Licensee or against any person or entity, including persons or entities whose liability for any such Environmental Claim Licensee has or may have retained or assumed either contractually or by operation of law; and (iii) Licensee's failure to promptly without notice or demand from Landowner take all steps and actions necessary or required to remediate and cure any such Environmental Claim.

a. *Environmental Claim.* The term "**Environmental Claim**" means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Access Area or properties adjacent thereto.

b. *Hazardous Materials.* The term "**Hazardous Materials**" shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or City of Eagle Mountain.

11. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended addressee, (c) transmitted by electronic mail transmission or (d) sent by nationally recognized overnight courier. Notice sent by certified mail, postage prepaid, shall be effective three (3) business days after being deposited in the United States mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision:

To Grantor: Monte Vista Ranch, L.C.
1754 E Cedar Trails Way
Eagle Mountain, Utah 84005

Attn: Tiffany Walden
Email: waldentiffany@gmail.com

To Grantee: _____

Attn: _____
Email: _____

12. Compliance with Laws. Licensee agrees that it will conduct all activities related to the Temporary Use in accordance with applicable municipal, county, state, and federal laws. Licensee assumes all liabilities and obligations imposed by any such laws. Licensee will have no authority to act as an agent of Landowner and will not hold itself out as such.

13. Miscellaneous Provisions.

a. *Authority.* Landowner warrants that Landowner has full right and authority to enter into this Agreement concerning the Access Area, and that the consent or permission of no other person, firm or corporation is necessary in order to enable Licensee to enjoy full rights to the use of the Access Area.

b. *Amendments.* This Agreement may be amended only by in writing with the signatures of all parties hereto, or their heirs, successors, and assigns.

c. *No Waiver.* The failure to enforce or perform any provision of this Agreement shall not be deemed a waiver of any such right.

d. *Successors and Assigns.* All rights and obligations contained herein or implied by law are intended to bind and inure to the benefit of Landowner and Licensee and their respective heirs, successors, and assigns.

e. *Entire Agreement.* This Agreement, together with all Exhibits attached hereto, contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreement, oral or otherwise, between the parties which are not contained and embodies in this Agreement (including said Exhibits) shall be of any force or effect. All Exhibits attached to and any recitals contained in this Agreement are hereby incorporated herein and shall be deemed to be a portion of the enforceable provisions hereof as is restated within the body of this Agreement.

f. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

g. *Severability.* In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement, shall not affect

the validity of the remainder of this Agreement, and all of the other provisions of this Agreement, including such illegal, invalid or unenforceable provision to the fullest extent not illegal, invalid or unenforceable, will continue in full force and effect. It is understood and agreed that each such provision shall be valid and enforceable to the fullest extent allowed by, and be construed wherever possible as being consistent with, applicable law.

h. *Limitation of Liability.* Neither party hereto shall be liable for incidental, special, or consequential, indirect and punitive damages that may arise out of or relate to this Agreement, including but not limited to loss of use, cost of money, loss of profits, loss of services of employees, loss of reputation and loss of financing.

i. *Governing Law.* This Agreement is made and executed under and in all respects shall be governed and construed by the laws of the State of Utah. The venue for all actions, litigation, arbitration, mediation and all other proceedings to enforce, interpret or determine the rights or liabilities of the Parties under or in connection with this Agreement shall be in the State of Utah, and the jurisdiction of all actions, litigation and all other proceedings to enforce, interpret or determine the rights or liabilities of the Parties under or in connection with this Agreement shall be exclusively and irrevocably vested in the courts of the State of Utah, notwithstanding the state or states of incorporation of either party (or the principals or managing entities of either party), the principal place of business of either Party or the actual location of the execution of this Agreement. The parties expressly and irrevocably waive and release any objections to the venue of the State of Utah and jurisdiction of the courts therein for the determination of all actions and proceedings pertaining to this Agreement and consent to the exclusive venue of the State of Utah and jurisdiction of the courts therein.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be legally bound hereby as of the Execution Date.

LANDOWNER

Monte Vista Ranch, L.C.,
a Utah limited liability company

By: MVR Management LLC,
a Utah limited liability company, its Manager

By: _____
Tiffany Walden, Manager

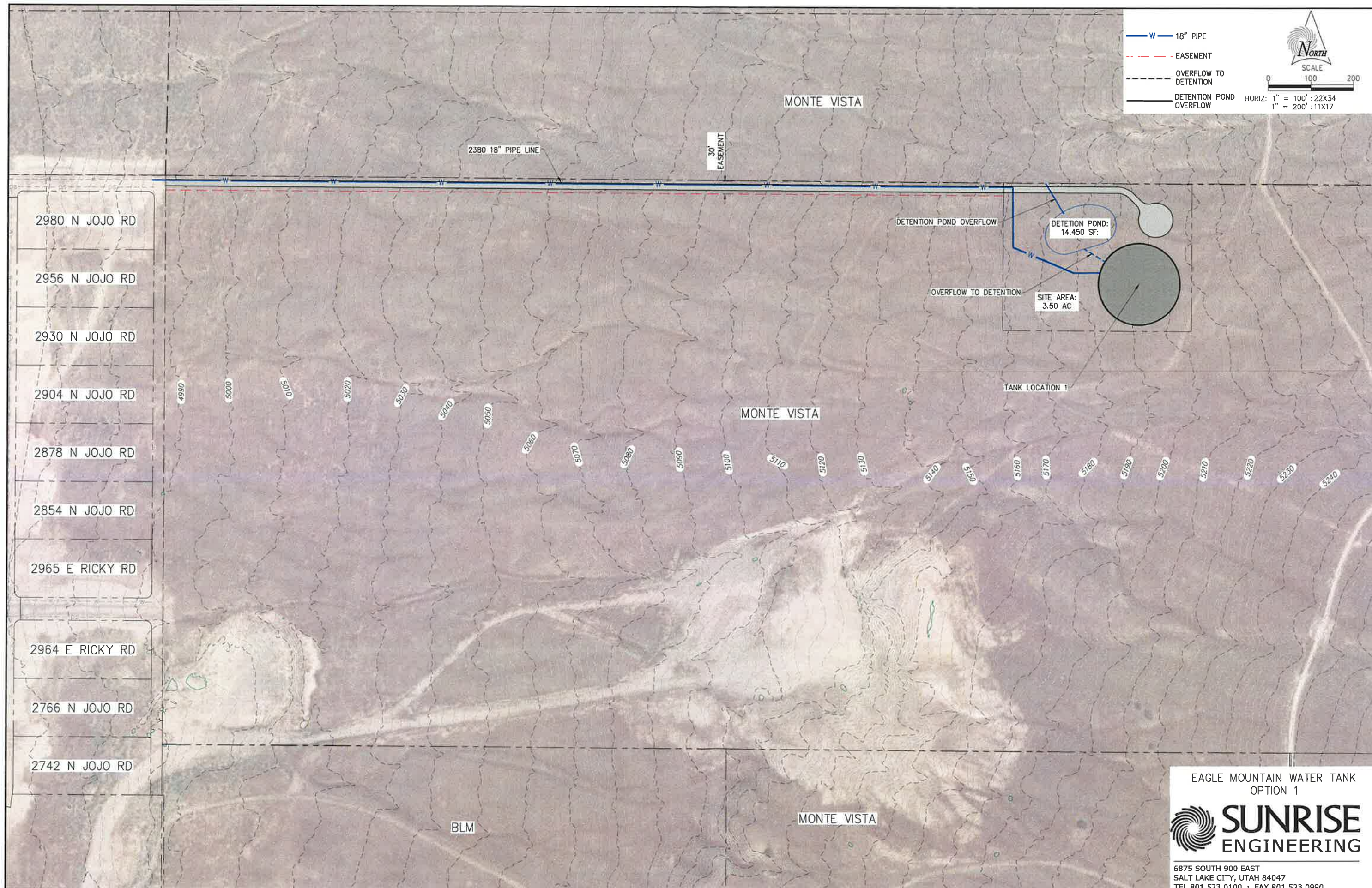
LICENSEE

By: _____

EXHIBIT A

Utah County Parcel Number – 59-020-0008 – Access Area highlighted on the map below.





W 18" PIPE

- EASEMENT

OVERFLOW TO DETENTION

DETENTION POND OVERFLOW

0

100

200

SCALE

HORIZ: 1" = 100' :22X34

1" = 200' :11X17

EAGLE MOUNTAIN WATER TANK
OPTION 1



SUNRISE
ENGINEERING

6875 SOUTH 900 EAST
SALT LAKE CITY, UTAH 84047
TEL 801.523.0100 • FAX 801.523.0990
www.sunrise-eng.com

I:\Eagle Mountain\09776 EM 4 UG Water Tank (Eagle Mountain Water Tank Option 1)\Drawings\Sheet\01.dwg - Eagle Mountain Water Tank Option 1.dwg - 12/2/2013 12:21pm colab.dellen



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	Purchase Agreement - Old Airport Road Right of Way - Perry Land Investments LLC		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$41,700 from GL #47-81-44100-7026 - Capital Projects, Airport Road		
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 the Purchase Agreement with Perry Land Investments LLC for the purpose of an Old Airport Road Right of Way.

BACKGROUND:

This purchase agreement will convey a 47 foot right of way to Eagle Mountain City for the construction of Old Airport Road through property owned by Perry Land Investments LLC. Total purchase is 1.81 acres at the appraised property value.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ROW Purchase Agreement - Perry](#)

[EXHIBITS - Airport Road ROW - Perry Investments, LLC](#)

RIGHT-OF-WAY PURCHASE AGREEMENT

This RIGHT-OF-WAY PURCHASE AGREEMENT ("Agreement") is made and entered as of the _____ day of _____ February, (the "Effective Date"), by and between Eagle Mountain City ("City"), a political subdivision of the State of Utah; and Perry Land Investments, a Utah limited liability company ("Seller"). The City and Seller are collectively referred to as the "Parties" and, individually as a "Party".

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 130 acres of undeveloped land located in the City, Utah County Parcel Numbers: 58-048-0091 ("Land").

B. City desires to purchase from Seller approximately 1.81 acres of the Land as more particularly described in **Exhibit A** attached hereto and incorporated herein ("Property").

C. City desires to extend Old Airport Road in the area shown in **Exhibit B** attached hereto and incorporated herein ("Road Extension") on the Property; and

D. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Seller hereby agree to the following:

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, "Transfer").

2. **Purchase Price.**

a. **Price Per Acre.** The total purchase price for the Property shall be forty one thousand seven hundred dollars (\$41,700) ("Purchase Price") The Purchase Price is based on the gross acreage of 1.81 acres and a price of twenty three thousand thirty eight dollars (\$23,038) per acre. The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds within thirty (30) days of the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment ("Title Commitment") for an ALTA fee policy of title insurance ("Title Policy") issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) business days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment ("Title Objection Notice"). If City does not timely deliver a Title Objection Notice to Seller, City shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.1.2 and any encumbrances or other title exceptions in the Title Commitment to which City does not object in writing within the ten (10) day period set forth above shall be deemed to be "Permitted Exceptions" and shall not be considered objections to any matter contained in the Commitment. Seller may arrange to pay off any Title Objection Notices that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City provides a written notice of objections in accordance with Section 3(a)(i), then Seller shall have the option to: (1) cure such objections at Seller's sole cost; or (2) terminate this Agreement.
 - iii. **Remedy.** City's sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions or to cure City's objections in accordance with Section 3(a)(2) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "Property Documents").

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “Closing Date”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. “Closing” shall mean the consummation of the Transfer at the time the quitclaim deed is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (“Official Records”).
- b. **Place of Closing.** The Closing shall be consummated by Karen Weeks of United West Title (801-225-2857) (the “Escrow Agent”). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Parcels shall be prorated as of a Closing. Each Party shall be responsible for and shall promptly pay all charges with respect to its Parcels attributable to the period up to and including the Closing. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (4) all property taxes related to the period prior to Closing, as calculated in accordance with Section 4.4. City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(d) are, collectively, the “Closing Costs.”
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.

- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to Closing for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "City's Conditions") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing, with all Obligatory Removal Exceptions removed or deleted, unless otherwise waived by City; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed, and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.
6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all the documents and funds described Section 8.

- b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
- c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

- 7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:

- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
- b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
- c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).
- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate

with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property or Easement.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quitclaim deed in the form of **Exhibit C** attached hereto (the "Deed"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "Seller's Closing Documents"):
 - i. A quitclaim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit C**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "City's Closing Documents"):
 - i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
 - ii. A Closing Statement, duly executed and delivered by City;
 - iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
 - iv. Such other documents as may reasonably be requested by Seller and/or the Title

Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party 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 Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.
10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:
 - a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
 - b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
 - c. **Property Documents.** To the actual knowledge of Seller, the Property Documents constitute all of the material documents relating to the Property, and each such Property Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.
 - d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to

Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.

- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "Laws") of all applicable federal, state and local authorities (each, an "Authority") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.
- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
 - i. To the actual knowledge of Seller, there are no active or abandoned wells on the

Property;

- ii. To the actual knowledge of Seller, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
- iii. To the actual knowledge of Seller, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
- iv. To the actual knowledge of Seller, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
- v. To the actual knowledge of Seller, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "Waste");
- vi. To the actual knowledge of Seller, no waste is currently used, stored or disposed of on the Property;
- vii. To the actual knowledge of Seller, there are no private burial grounds located on the Property; and
- viii. To the actual knowledge of Seller, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

'Environmental Claim' means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other

civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“Hazardous Materials” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" and words of similar import, as used in the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “OFAC Rules”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
- m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller

set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

11. City's Representations and Warranties. City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
- b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
- c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.
- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.

- e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:
- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.

13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.
14. **Termination of Easement.** The Parties entered into an agreement on December 5, 2023 in which the Seller granted the City an easement to construct, install, and maintain the Sewer Improvements located on the Property ("Easement Agreement"). Pursuant to the Easement Agreement, the easement would terminate upon the City's purchase of the Property in fee simple in accordance with this Agreement. The Parties acknowledge that Easement Agreement and its associated easement terminate upon the effective date of this Agreement.
15. **General Provisions.**
- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.
- In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.
- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 15(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's

choice of law rules.

- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

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

If to Seller:

Perry Land Investment LLC
Attn: _____

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.
- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be

construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

- p. **Business Days.** As used herein, the term “Business Day” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and

their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

16. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.

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.

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

PERRY LAND INVESTMENT
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Map of Road Extension
Exhibit "C"	Form of Quitclaim Deed

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “B”
MAP OF ROAD EXTENSION AND EASEMENT

EXHIBIT “C”
FORM OF QUITCLAIM DEED

EXHIBIT A

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 43968:2015, OFFICIAL RECORDS, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE N 0°47'19" E ALONG THE WEST LINE OF SAID SECTION 1861.60 FEET; THENCE S 89°08'44" E 47.00 FEET; THENCE S 0°47'19" W 1861.35 FEET, TO THE SOUTH LINE OF SAID SECTION; THENCE N 89°26'57" W ALONG SAID LINE 47.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 87,489 SQ FT OR 2.01 ACRES



3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P | (801) 768-7200 | F | (801) 768-7201

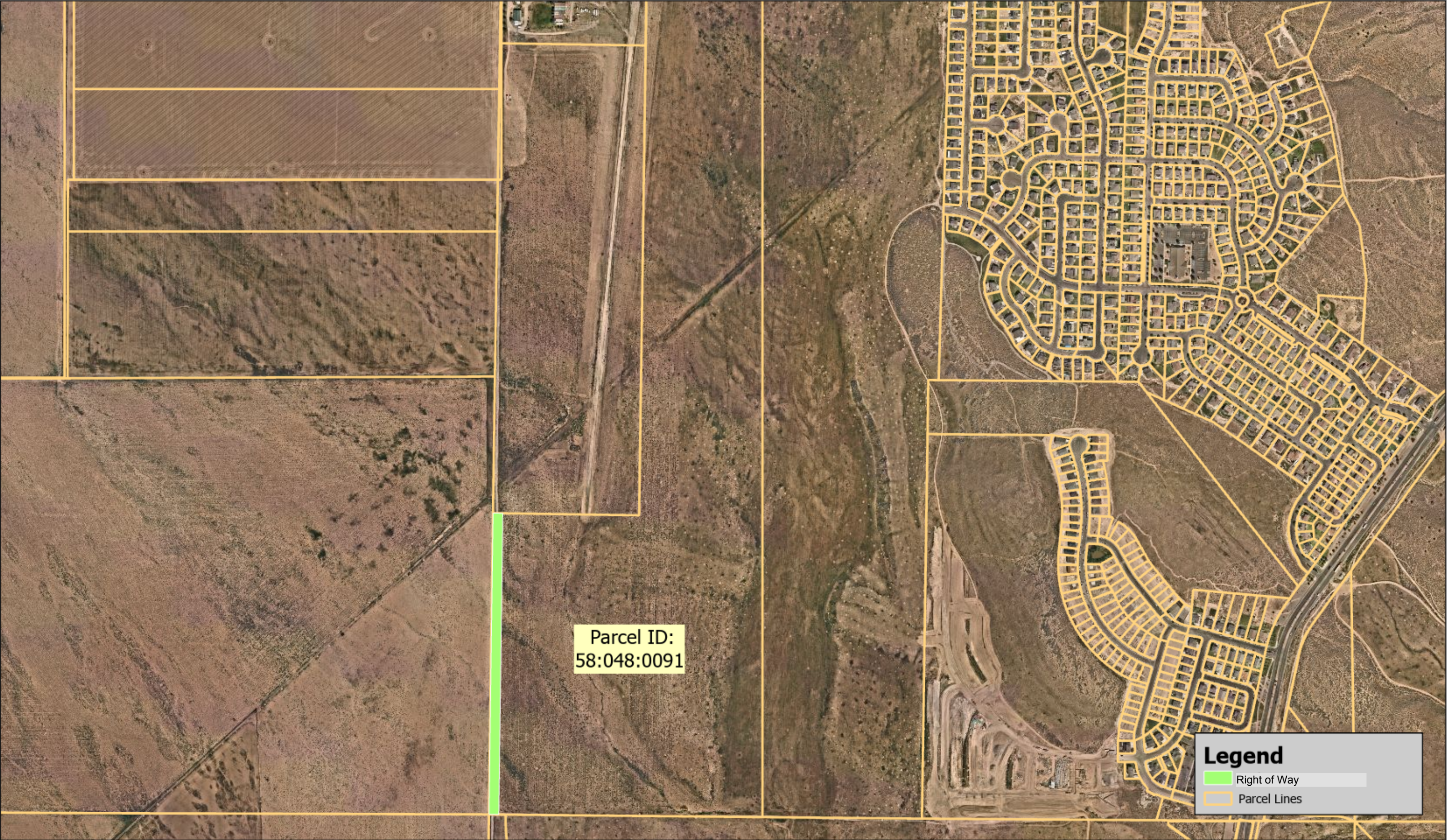
PROJECT NO. FF19222.20
AIRPORT ROAD
R.O.W. PARCEL 3
(PARCEL NO. 58-048-0091)

1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P | (435) 986-0100

405 Main Street, Ste. 1000
Salt Lake City, UT 84111
P | (801) 768-7200



Airport Road Right of Way Acquisition - Perry Land Investments



Parcel ID:
58:048:0091

Legend

Right of Way

Parcel Lines

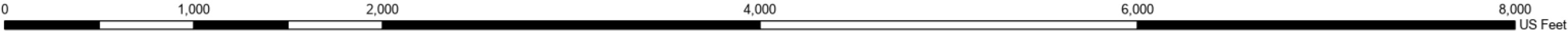


Exhibit C

After Recording Mail To:
Fionnuala B. Kofoed
1650 E Stagecoach Run
Eagle Mountain, UT 84005

QUIT-CLAIM DEED

_____, (“Grantor”) hereby quit-claims to EAGLE MOUNTAIN CITY, a Utah municipal corporation (“Grantee”) for the sum of _____ and other good and valuable consideration, the following real property located in Utah County, State of Utah:

LEGAL DESC. or EXHIBIT

Reserving to the Grantor all of the public utility easements described in the official plat thereof.

WITNESS the hand of said Grantor, this _____ day of _____, 2024.

EAGLE MOUNTAIN CITY

By: _____
Tom Westmoreland, Mayor

STATE OF UTAH)
)
) ss.
COUNTY OF UTAH)

On the _____ day of _____ 2024, personally appeared before me Tom Westmoreland, who duly acknowledged to me that he is the Mayor of Eagle Mountain City and the foregoing instrument was executed on behalf of Eagle Mountain City.

Notary Public



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE: Harmony Phase A Plat 4 - Into Warranty

ITEM TYPE: Bond Release

FISCAL IMPACT:

APPLICANT:

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Jody Bates, Admin

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Harmony A-4 Bond Release Letter & Checklist](#)

[Harmony A-4 Recorded Plat](#)



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

ENGINEERING

Wednesday, January 31, 2024

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

SUBJECT: Harmony phase 'A' plat 4 into warranty Bond Release

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Harmony phase "A" plat 4 Bond
Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 740,353.21
Previous Release Amount:	\$ 603,562.01
Amount to Release this Period:	\$ 20,462.30
Amount Remaining in Bond:	\$ 116,328.90

Bond Releases Summary	
#1	\$ 603,562.01
#2	\$ 20,462.30
#3	\$ -
#4	\$ -
TOTAL	\$ 624,024.31

1/31/2024

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	Mobilization	1	0.5	LS	\$5,500.00	\$2,750.00	1	0	100%	\$0.00	\$2,750.00
b	Track out pad	1	0.5	EA	\$2,800.00	\$1,400.00	1	0	100%	\$0.00	\$1,400.00
c	Inlet protection	14	7	EA	\$140.00	\$980.00	14	0	100%	\$0.00	\$980.00
d	Silt fence	342	171	LF	\$2.25	\$384.75	342	0	100%	\$0.00	\$384.75
e	Erosion control at curd	2	1	EA	\$175.00	\$175.00	2	0	100%	\$0.00	\$175.00
f	Clear & grub	149175	74587.5	SF	\$0.06	\$4,475.25	149,175	0	100%	\$0.00	\$4,475.25
g	Site cut	103	51.5	CY	\$3.85	\$198.28	103	0	100%	\$0.00	\$198.28
h	Import fill	11150	5575	TON	\$13.50	\$75,262.50	11,150	0	100%	\$0.00	\$75,262.50
i	Temp. retention pond	1	0.5	LS	\$7,475.00	\$3,737.50	1	0	100%	\$0.00	\$3,737.50
2	ROADWAY IMPROVEMENTS										
a	3" Asphalt Roadway	66060	66060	SF	\$1.25	\$82,575.00	62,757	3303	95%	\$4,128.75	\$82,575.00
b	6" road base	66060	66060	SF	\$0.58	\$38,314.80	62,757	3303	95%	\$1,915.74	\$38,314.80
c	9" subbase	81583	81583	SF	\$0.81	\$66,082.23	77,504	4079.15	95%	\$3,304.11	\$66,082.23
d	4" sidewalk w/6" of compacted base	15772	15772	SF	\$5.00	\$78,860.00	14,983	788.6	95%	\$3,943.00	\$78,860.00
e	ADA ramps & placards	7	7	EA	\$1,475.00	\$10,325.00	7	0.35	95%	\$516.25	\$10,325.00
f	30" Curb & Gutter modified	4435	4435	LF	\$22.25	\$98,678.75	4,213	221.75	95%	\$4,933.94	\$98,678.75
g	Curb tie in	12	12	EA	\$400.00	\$4,800.00	11	0.6	95%	\$240.00	\$4,800.00
h	Sawcut asphalt	28	28	LF	\$3.50	\$98.00	27	1.4	95%	\$4.90	\$98.00
i	Final grade	66060	66060	SF	\$0.12	\$7,927.20	62,757	3303	95%	\$396.36	\$7,927.20
j	Sewer manhole collars	12	12	EA	\$485.00	\$5,820.00	11	0.6	95%	\$291.00	\$5,820.00
k	Storm drain manhole collars	12	12	EA	\$485.00	\$5,820.00	11	0.6	95%	\$291.00	\$5,820.00
l	Water valve collars	17	17	EA	\$385.00	\$6,545.00	16	0.85	95%	\$327.25	\$6,545.00
m	Remove existing SD pipe	50	50	LF	\$27.00	\$1,350.00	48	2.5	95%	\$67.50	\$1,350.00
n	Remove existing FES	1	1	EA	\$650.00	\$650.00	1	0.05	95%	\$32.50	\$650.00
o	Street Signs	3	3	EA	\$200.00	\$600.00	3	0.15	95%	\$30.00	\$600.00
p	Stop signs	4	4	EA	\$200.00	\$800.00	4	0.2	95%	\$40.00	\$800.00
3	CULINARY WATER										
a	8" C-900 water line "x" fittings	2340	585	LF	\$26.50	\$15,502.50	2,340	0	100%	\$0.00	\$15,502.50
b	8" gate valve w/collar	12	3	EA	\$1,550.00	\$4,650.00	12	0	100%	\$0.00	\$4,650.00
c	8" bend	4	1	EA	\$700.00	\$700.00	4	0	100%	\$0.00	\$700.00
d	8" tee	2	0.5	EA	\$985.00	\$492.50	2	0	100%	\$0.00	\$492.50
e	8" cross	1	0.25	EA	\$1,100.00	\$275.00	1	0	100%	\$0.00	\$275.00
f	2" service	1	0.25	EA	\$6,525.00	\$1,631.25	1	0	100%	\$0.00	\$1,631.25
g	3/4" service	54	13.5	EA	\$1,465.00	\$19,777.50	54	0	100%	\$0.00	\$19,777.50
h	2" temp blow off	4	1	EA	\$1,300.00	\$1,300.00	4	0	100%	\$0.00	\$1,300.00
i	Connect to existing	2	0.5	EA	\$985.00	\$492.50	2	0	100%	\$0.00	\$492.50
j	Fire Hydrant	5	1.25	EA	\$5,450.00	\$6,812.50	5	0	100%	\$0.00	\$6,812.50
k	Testing	1	0.25	EA	\$500.00	\$125.00	1	0	100%	\$0.00	\$125.00
4	SEWER										
a	8" sewer main	2300	460	LF	\$36.50	\$16,790.00	2,300	0	100%	\$0.00	\$16,790.00
b	48" Sewer manholes	9	1.8	EA	\$3,975.00	\$7,155.00	9	0	100%	\$0.00	\$7,155.00
c	60" Sewer manholes	3	0.6	EA	\$4,635.00	\$2,781.00	3	0	100%	\$0.00	\$2,781.00
d	4" Sewer services	54	10.8	EA	\$1,325.00	\$14,310.00	54	0	100%	\$0.00	\$14,310.00
e	Connection to existing manhole	1	0.2	EA	\$1,950.00	\$390.00	1	0	100%	\$0.00	\$390.00
f	Testing/video	2300	460	LF	\$3.00	\$1,380.00	2,300	0	100%	\$0.00	\$1,380.00
5	STORM DRAIN										
a	15" storm drain pipe	1638	327.6	LF	\$37.25	\$12,203.10	1,638	0	100%	\$0.00	\$12,203.10
b	18" storm drain pipe	682	136.4	LF	\$45.50	\$6,206.20	682	0	100%	\$0.00	\$6,206.20
c	18" flared end section	1	0.2	EA	\$675.00	\$135.00	1	0	100%	\$0.00	\$135.00
d	60" Storm drain manholes	6	1.2	EA	\$3,050.00	\$3,660.00	6	0	100%	\$0.00	\$3,660.00
e	3'x6' combo box	6	1.2	EA	\$3,650.00	\$4,380.00	6	0	100%	\$0.00	\$4,380.00
f	2'x3' catch basin	6	1.2	EA	\$2,085.00	\$2,478.00	6	0	100%	\$0.00	\$2,478.00
g	Connection to existing manhole	1	0.2	EA	\$1,400.00	\$280.00	1	0	100%	\$0.00	\$280.00
h	Testing/video	2320	464	LF	\$3.25	\$1,508.00	2,320	0	100%	\$0.00	\$1,508.00
TOTAL CONSTRUCTION COST						\$624,024.31					
Original 10% Bond Coverage						\$116,328.90					
TOTAL BOND AMOUNT:						\$740,353.21	Released this Period			\$20,462.30	

Christopher T. Trusty P.E.
Engineering Director

1/31/24
Date

Robert Ballif
Engineering Tech. II

1/31/24
Date



Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6672

DATE: Wednesday, January 31, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: Harmony phase "A" plats 4 walk through-Updated

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

Robert Ballif – EM Engineering Assistant

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

General Notes:

1. ~~As built CAD files. Developer.~~
2. ~~All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.~~
3. ~~Remove all the plastic covers off the ADA placards.~~
4. ~~All ADA ramps remove plastic cover off the placards.~~
5. ~~All inlets to have the wood forms removed and grout under the grate.~~
6. ~~Place all street signs.~~
7. ~~All blow off's & valves at the stub roads will need to be brought to grade and a valve box placed over the valve and blow off, the blow off to have a hand tight cap placed on it.~~
8. Marked asphalt to have a slurry seal, check at exit warranty.
9. Multiple areas where the dumpsters have damaged the road and need to be fixed. Check at exit.
10. ~~Crack seal phase lines.~~
11. ~~Remove the extra concrete spill from the sides of the sidewalk.~~

Bell Buoy Way:

1. ~~House #1257 clean up concrete spill by construction valve.~~
2. ~~House #1258 sewer manhole add 2 steps one at bottom one at top.~~
3. ~~House #1228 sewer manhole remove collar and place 1 foot section, whirly gig is too tall, add steps.~~
4. ~~Clean out park strip of debris and concrete and back fill.~~
5. Lot #442 dumpster gouges in the road to be fixed. Check at exit.
6. ~~Lot #438 sewer manhole add step.~~
7. ~~Lot #435 across the street the combo box replace section of curb.~~

Aqua Ave.:

1. ~~House #3692 clean ADA ramp gutter.~~
2. ~~House #3692 missing property pin to the north. Developer.~~
3. ~~House #3693 missing property pin to the north. Developer.~~
4. ~~Collar the sewer manhole at intersection.~~
5. ~~North blow off expose and place a valve tower over the valve and the blow off with hand tight cap to grade.~~

Annabelle St.:

1. ~~Lot #408 section of sidewalk replace.~~
2. ~~House #3652 section of sidewalk replace.~~
3. ~~House #3642 storm drain & sewer manholes add step.~~
4. ~~Lot #404 clean of sidewalk for broken concrete.~~
5. ~~Lot #403 clean off sidewalk for broken concrete.~~
6. ~~Lot #402 sections of sidewalk replace.~~
7. ~~Lot # 401 & 402 fire hydrant low place 6 "riser & locate wire.~~
8. ~~Lot #401 sections of sidewalk replace.~~
9. ~~Lot #409 section of sidewalk replace.~~
10. ~~Lot #'s 434 & 435 section of walk clean check for broken concrete.~~
11. ~~Lot #410 sewer & storm drain manholes add steps.~~
12. ~~Lot #413 sections of sidewalk replace and remove debris.~~
13. ~~Lot #434 ADA ramp sections to replace.~~
14. ~~Lot #413 storm drain add step, gouges in the asphalt.~~
15. ~~Lot #413 sewer manhole clean.~~
16. ~~Lot #415 remove debris on sidewalk check for broken concrete. Sections of walk to replace.~~
17. ~~Lot #417 sections of walk replace by ADA.~~

Doris loop Rd.:

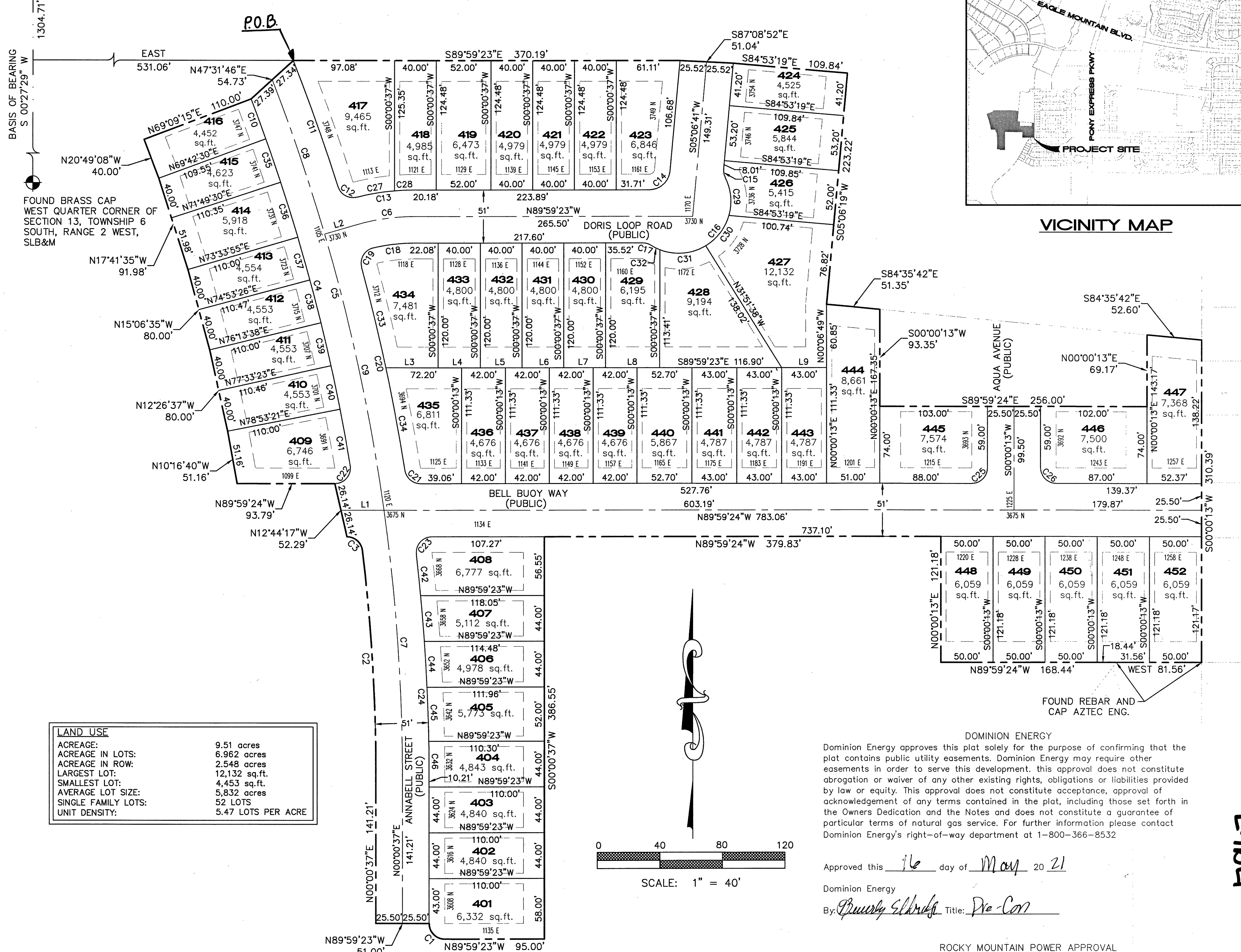
1. ~~Clean out park strip of debris and concrete and back fill.~~
2. ~~Lot #417 remove the form from the ADA ramp to check concrete and base.~~
3. ~~Lot #434 storm drain manhole add step.~~
4. ~~Lot #'s 420 & 421 section of walk replace.~~
5. ~~Lot #423 sections of walk replace.~~
6. ~~Lot # 427 sewer manhole clean & add step.~~
7. ~~Lot #426 debris on walk clean check for broken walk.~~
8. ~~Lot #428 storm drain manhole add step.~~
9. ~~Lot #424 sewer manhole add step.~~
10. House #'s 1153 through 1161 have sections of sidewalk that were not inspected. Check at exit.

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 entering warranty.

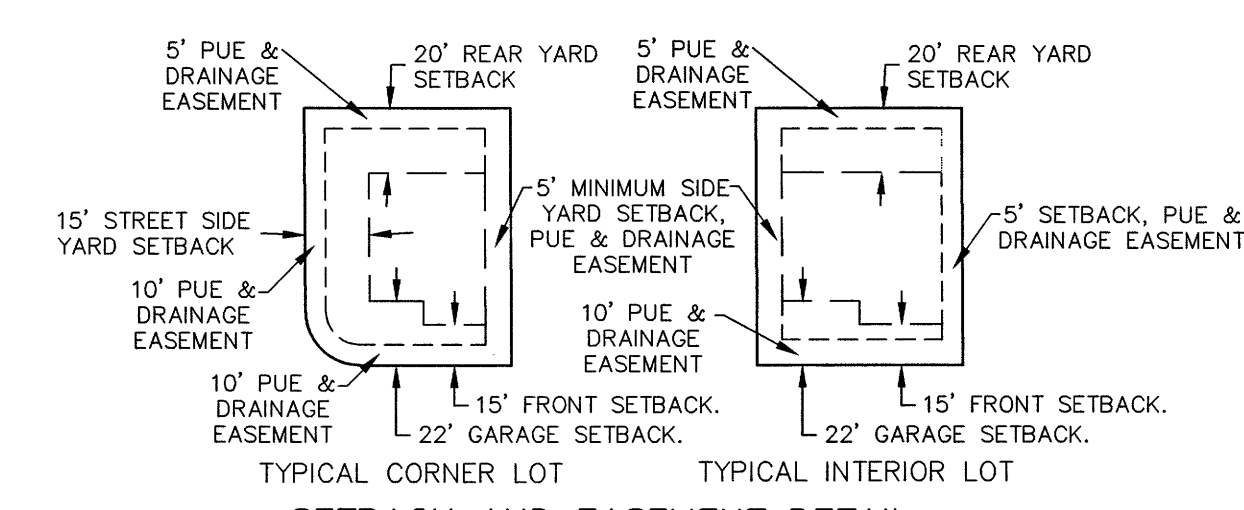
Line Table		
LINE #	LENGTH	DIRECTION
L1	41.37	N89°59'24"W
L2	31.63	N73°41'32"E
L3	50.00	S89°59'23"E
L4	40.00	S89°59'23"E
L5	40.00	S89°59'23"E
L6	40.00	S89°59'23"E
L7	40.00	S89°59'23"E
L8	52.00	S89°59'23"E
L9	43.00	S89°59'23"E

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	N44°59'23"W
C2	217.63	1829.50	6°48'56"	217.50	N3°23'51"W
C3	21.78	15.00	83°11'05"	19.91	N48°23'52"W
C4	365.66	1829.50	11°27'06"	365.05	N15°06'53"W
C5	428.51	1855.00	13°14'07"	427.56	N14°32'05"W
C6	57.10	200.50	16°19'05"	56.91	S81°51'04"W
C7	256.65	1855.00	7°55'38"	256.45	N3°57'12"W
C8	156.85	1855.00	4°50'41"	156.80	N18°43'48"W
C9	271.66	1855.00	8°23'27"	271.41	N12°06'44"W
C10	41.06	1829.50	1°17'10"	41.06	N20°11'52"W
C11	128.90	1880.50	3°55'38"	128.87	N19°29'28"W
C12	22.72	15.00	86°46'26"	20.61	S60°54'52"E
C13	56.45	226.00	14°18'42"	56.30	S82°51'16"W
C14	29.64	20.00	84°53'56"	27.00	N47°33'39"E
C15	8.43	15.00	32°11'59"	8.32	S10°59'18"E
C16	130.29	50.00	149°18'10"	96.43	N47°33'47"E
C17	8.43	15.00	32°12'15"	8.32	N73°53'15"W
C18	40.62	175.00	13°17'52"	40.52	S83°21'41"W
C19	24.03	15.00	91°47'21"	21.54	S30°49'04"W
C20	199.97	1880.50	6°05'34"	199.87	N12°01'49"W
C21	21.21	15.00	81°00'22"	19.48	S49°29'13"E
C22	26.02	15.00	99°23'56"	22.88	N40°18'38"E
C23	25.27	15.00	96°31'22"	22.39	S41°44'55"W
C24	214.09	1880.50	6°31'23"	213.98	N31°5'04"W
C25	23.56	15.00	90°00'23"	21.21	N45°00'24"E
C26	23.56	15.00	89°59'37"	21.21	S44°59'35"E
C27	36.60	226.00	9°16'46"	36.56	S80°20'18"W
C28	19.85	226.00	5°01'55"	19.84	S87°29'39"W
C29	37.51	50.00	42°58'43"	36.63	N5°35'56"W
C30	37.50	50.00	42°58'07"	36.62	N37°22'29"E
C31	45.77	50.00	52°26'37"	44.18	N85°04'51"E
C32	9.52	50.00	10°54'42"	9.51	S63°14'29"E
C33	99.60	1880.50	3°02'04"	99.59	N13°33'34"W
C34	100.37	1880.50	3°03'29"	100.36	N10°30'47"W
C35	44.05	1829.50	1°22'47"	44.05	N18°51'53"W
C36	55.33	1829.50	1°43'58"	55.32	N17°18'31"W
C37	42.56	1829.50	1°19'58"	42.56	N15°46'33"W
C38	42.56	1829.50	1°19'58"	42.56	N14°26'35"W
C39	42.56	1829.50	1°19'58"	42.56	N13°06'37"W
C40	42.56	1829.50	1°19'58"	42.56	N11°46'38"W
C41	54.98	1829.50	1°43'19"	54.98	N10°15'00"W
C42	40.06	1880.50	1°13'14"	40.05	N5°54'09"W
C43	44.15	1880.50	1°20'42"	44.14	N4°37'11"W
C44	44.07	1880.50	1°20'34"	44.07	N3°16'33"W
C45	52.03	1880.50	1°35'07"	52.03	N1°48'43"W
C46	33.79	1880.50	1°01'46"	33.79	N0°30'16"W

HARMONY PHASE A PLAT 4 SITUATED IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH



LAND USE	
ACREAGE:	9.51 acres
ACREAGE IN LOTS:	6.962 acres
ACREAGE IN ROW:	2.548 acres
LARGEST LOT:	12,132 sq.ft.
SMALLEST LOT:	4,453 sq.ft.
AVERAGE LOT SIZE:	5,832 sq.ft.
SINGLE FAMILY LOTS:	52 LOTS
UNIT DENSITY:	5.47 LOTS PER ACRE



DIRECT COMMUNICATIONS APPROVAL
 Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1 Tariff.
 Signature: *Walter S. S. S.* DATE: *5/17/21*

DOMINION ENERGY
 Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's right-of-way department at 1-800-366-8532.
 Approved this *16* day of *May*, 20*21*
 By: *Debra S. S.* Title: *De Con*

ROCKY MOUNTAIN POWER APPROVAL
 1. Pursuant to Utah Code Ann. 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
 2. Pursuant to Utah Code Ann. 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
 (1). A recorded easement of right of way
 (2). The law applicable to prescriptive rights
 (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
 (4). Any other provision of law
 Signature: *Del S. S.* DATE: *5/17/21*
 ROCKY MOUNTAIN POWER

SURVEYOR'S CERTIFICATE
 I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.
 Signature: *Travis Trane* DATE: *May 12, 2021*
 (SURVEYOR), P.L.S.

BOUNDARY DESCRIPTION
 Beginning at a point which is South 00°27'29" West 1304.71 feet along the section line and East 531.06 feet from the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'23" East 370.19 feet; thence South 87°08'52" East 51.04 feet; thence South 84°53'19" East 109.84 feet; thence South 85°06'19" East 223.22 feet; thence South 84°53'42" East 51.35 feet; thence South 00°00'13" East 93.35 feet; thence South 89°59'24" East 256.00 feet; thence North 00°00'13" East 69.17 feet; thence South 84°53'42" East 52.60 feet; thence South 00°00'13" West 310.39 feet; thence West 81.56 feet; thence North 89°59'24" West 168.44 feet; thence North 00°00'13" East 121.18 feet; thence North 89°59'24" West 379.83 feet; thence South 00°00'37" West 386.55 feet; thence North 89°59'23" West 95.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, the chord of which bears North 44°59'23" West 21.21 feet; thence North 89°59'23" West 51.00 feet; thence North 00°00'37" East 141.21 feet; thence Northwesterly 217.63 feet along the arc of a 1829.50 foot radius curve to the left, the chord of which bears North 03°23'51" West 217.50 feet; thence Northwesterly 21.78 feet along the arc of a 15.00 foot radius curve to the left, the chord of which bears North 48°23'52" West 19.91 feet; thence North 12°44'17" West 52.29 feet; thence North 89°59'24" West 93.79 feet; thence North 10°16'40" West 51.16 feet; thence North 12°26'37" West 80.00 feet; thence North 15°06'35" West 80.00 feet; thence North 17°41'35" West 91.98 feet; thence North 20°49'08" West 40.00 feet; thence North 89°59'15" East 110.00 feet; thence North 47°31'46" East 54.73 feet to the point of beginning.
 Parcel contains: 9.51 acres
 Basis of Bearing: the line between the Northwest Corner and the West Quarter Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West (NAD 83).

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

OWNER(S):
 PRINTED: *Nate Hutchman*
 President, BCP Development, Inc.
 AUTHORIZED SIGNATURES
 Signature: *June 8, 2021*

ENT 177144-2021 No. 17967
 ANDREA ALLEN
 UTAH COUNTY RECORDER
 2021 Oct 18 12:34 PM FEE \$54.00 BY SA
 RECORDED FOR EAGLE MOUNTAIN CITY

ACKNOWLEDGEMENT
 On the *8* day of *June*, 20*21*, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.
 My Commission Expires *3/4/24*
 Signature: *711066*
 COMMISSION NUMBER
 NOTARY PUBLIC SIGNATURE
 Signature: *Finnuala B. Reed*
 PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY
 The City Council of Eagle Mountain City, County of Utah, Approves this subdivision on hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the proposed use of the public this *8* day of *June*, 20*21*.
 Signature: *Travis Trane*
 APPROVED BY MAYOR
 Signature: *Travis Trane*
 APPROVED BY CITY ENGINEER
 (See Seal Below)
 APPROVED BY CITY ATTORNEY
 Signature: *Travis Trane*
 APPROVED BY CITY RECORDER
 (See Seal Below)

PHASE A PLAT 4
HARMONY
 AMENDING AND VACATING A PORTION OF OVERLAND TRAILS PLAT III-B
 A RESIDENTIAL SUBDIVISION
 EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SEC 13 T6S R2W TU038 G7, E6
 (Overland Trails Plat III-B Parcel B)

Travis Trane
 No. 5152741
 UTAH COUNTY RECORDER
 2021 OCT 18 12:34 PM FEE \$54.00 BY SA
 RECORDED FOR EAGLE MOUNTAIN CITY



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	Public Safety Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) - Zions Public Finance, Inc		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$10,000 (to be included in a future budget amendment)		
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 the Bid Award with Zions Public Finance, Inc the Public Safety (Police) IFFP and IFA.

BACKGROUND:

The last update to the Public Safety Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) occurred in 2019. Eagle Mountain City typically prefers to update impact fees every two to three years so this update is past due. If approved, Zions Public Finance anticipate it will take 6 weeks to complete the analysis once they have everything needed from the City.

This project will be funded by the Public Safety Impact Fee fund but wasn't included in the FY24 Budget and therefore requires City Council approval. A future budget amendment will include the addition of these funds.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



10 January 2024

Chris Trusty
Eagle Mountain City Engineer
ctrusty@Emcity.org

RE: PROPOSAL FOR PUBLIC SAFETY (POLICE) IMPACT FEE FACILITIES PLAN (IFFP) AND IMPACT FEE ANALYSIS (IFA)

Dear Chris:

Zions Public Finance, Inc. (ZPFI) enthusiastically submits this Proposal to prepare a Public Safety IFFP and IFA for Eagle Mountain City in accordance with all legal requirements of Utah Code 11-36a. Our consultants have prepared hundreds of impact fees and are well prepared to assist you with this project.

Our methodology is the standard approach used for these types of fees which includes calculating the number of calls for service per unit (residential unit and nonresidential sf) and the cost of a call for service (based on capital facilities in terms of square feet of police space and cost of that space).

In order to move forward, we would need the following information from the City:

- **Calls for Service** - Total calls for service originating from residential and nonresidential uses (separated by residential and nonresidential), not including traffic calls for the past year. If the information cannot be provided with this detail, our GIS staff can geocode the calls to obtain this information (i.e., number of residential and nonresidential calls) but this usually lengthens the time needed to complete the study by 2-3 weeks.
- **Existing Development** - Number of residential units and nonresidential sf in the City. If you have this information already, that is great. Most cities don't and so we usually research it based on County Assessor data but just thought I would ask in case you have it handy.
- **Existing Facilities** - List of current police facilities and number of square feet.
- **Excess Capacity (if any)** - If there is excess capacity in existing facilities, then we need the actual cost of the existing facilities. If there is no excess capacity in existing facilities, then we do not need the cost.
- **New Facilities** – cost of construction, sf, and year
- **Fund Balance** – public safety impact fee fund balance
- **Outstanding Debt** – any bonds outstanding along with amortization (debt) schedules

Our proposed fee to complete the IFFP, IFA, meet with City staff virtually as desired throughout the process and make presentations, including public hearing, in person is \$10,000. We estimate a timeframe of 6 weeks to complete the analysis after receiving the requested information.

We look forward to the opportunity of working with you! Please feel free to reach out if you have questions or need more information.

Best Regards,

A handwritten signature in black ink that reads "Susan C. Becker".

Susie Becker, Vice President
Zions Public Finance, Inc.



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

January 16, 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; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; David Stroud, Senior Planner; Steven Lehmitz, 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; Brad Hickman, Public Works Director; Linda Waters, Risk Manager; Bailey Ensign, Digital Communications Specialist; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Jeff Weber, Fleet and Facilities/Operations Director; Michele Graves, Library Director; Chas Glenn, Administrative Assistant; Laura LaRue, Executive Assistant; and Elizabeth Fewkes, Recording Secretary.

Mayor Westmoreland called the meeting to order at 4:05 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

Public Works

- Staff has been working with Cartograph – Open GOV asset management software. Data gathering is close to being complete and a training event for staff on the software will be held the week of February 12, 2024. Once the training event is completed staff will utilize the software for three months to identify issues and make corrections. It is anticipated that the first phase including Wastewater, Water, Transportation, and Signals will go live in May of 2024.

Public Utilities

- The Well 3 motor has been installed and is operational.
- Staff will be conducting the reading process for billing this week.
- Maintenance is underway for Well 2.

Public Services

- Smith Ranch Park – The restroom should be delivered in the next couple of weeks. Big T Recreation will install the pavilions at the park at the end of the month. Spohn Ranch Skateparks will continue construction on the skatepark this week. Due to the snow received, this project's progress has been delayed.
- Black and McDonald are continuing work on Pony Express Parkway. They have completed Phase 1 of the project from Oquirrh Ranch to Old Airport Road. Staff is scheduling to energize the completed first phase. They will continue to move south to Eagle Mountain Boulevard. Due to the snow received, this project's progress has been delayed.
- The Streets Department installed no parking signs along Aviator Avenue. Staff have been working with Cedar Valley High School on this issue and both parties agreed this is an appropriate action for the safety of the students.

- City staff has been busy with snow removal. In the last nine days, crews have plowed 5,804 miles (about twice the width of the United States) and used 1,450 tons of salt. Staff are still working on clearing minor roads such as cul-de-sacs and courts.

Engineering

- The City is moving forward with the design of Well 8 and upgrades to Well 5.
- Well 7 was opened to about 500 feet when it experienced another collapse. To help prevent this in the future, the driller is reaming out the hole to allow for a 30-inch surface down to casing to 120 feet and then a 28-inch casing down to 500 feet to help prevent future collapses.
- The contractor has been working with City staff on the completion of the Headworks Building project and is ready to disconnect the old headworks.
- The City continues discussion about property acquisition for the new 4-million-gallon (MG) tank site in the city center while the contractor has begun excavation on the 4 MG Firefly tank.
- City staff expect to have purchase agreements ready for at least two properties along Old Airport Road at the next City Council meeting.
- The remaining appraisals for the Old Airport Road should be completed by the first week of February.

Community Development

- As of January 15th, the City has issued 48 new single-family residential permits. In 2023, the City issued 38 permits in January.
- A commercial permit was issued for the Pre-Loved Thrift Store.
- The OpenGov implementation is going well for both the Building and Planning Departments. Delays are related to the Geographic Information System (GIS) mapping system.

Mr. Jerome explained the City's plan to coordinate with Lobbyist David Stewart to respond to bills under consideration during the State legislative session.

Discussion ensued regarding the following:

- Snow removal priority areas, how residents can report areas not plowed, and challenges with plowing cul-de-sacs;
- Communications and joint meetings with other cities and communication to residents concerning regional and State-level issues; and
- The unique aspects of Eagle Mountain due to rapid growth, consideration of vested unit counts, and the need for infrastructure investment from the State to facilitate additional growth.

1.A. DISCUSSION – Gardner Farms at 6501 N. Eagle Mountain Blvd.

Senior Planner David Stroud presented the concept plan for Gardner Farms. The subject property is along the west side of Eagle Mountain Boulevard and contains 160 acres. The applicant proposes Employment Center/Campus (42.21 acres), Neighborhood Residential Three (54.27 acres), Neighborhood Residential Two (54.58 acres), and Regional Commercial (10.02 acres) land uses developed over ten phases. To the south, west, and north is Utah County land, and to the east, across Eagle Mountain Boulevard, is unencumbered agriculture property in the City with a future land use of Employment Center/Campus or Regional Commercial.

Applicant representative Seth Townsend gave a presentation of the concept plan for the medical campus project and surrounding commercial, educational, residential uses and other areas around the project.

Discussion ensued and the City Council provided feedback regarding the following:

- Plans for major roadway access to the location and traffic concerns;
- The Council's desire for the developer to build the commercial uses before residential;
- Councilmember advocacy for hospital and educational uses as stipulated in the General Plan to be built in this area rather than housing;
- Medical users requesting to be located near residential to provide homes for staff, related services, and assisted living facilities;
- The lack of public transit availability necessary to support high-density housing; and

- The abundance of housing available and vested in Eagle Mountain to support a medical campus.

1.B. DISCUSSION – Eagle Mountain Zoning Map

Deputy City Administrator/Community Development Director Steve Mumford presented the item. A 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 user-friendly, online map. Due to the nearly 100 unique zoning districts in the City, the zoning map was set up with the general zoning categories.

Mr. Mumford explained the features, layers, and information provided on the map. The City has neighborhood parks, churches, and some schools located within residential zones. This is not uncommon and is allowed. There are also some master development plans that designate parks and open spaces specifically as a separate zone. Roadways are considered part of the zoning of the property in which they are located. A code amendment is being drafted to add historical zones into the Municipal Code, so there are standards in place for each of the zones listed on the map, whether they are part of an active master development plan (MDP)/master development agreement (MDA), an expired one, or simply a historical zone that is no longer in the Municipal Code.

Staff are continuing research of properties or zones that may have some uncertainty surrounding them, like Cedar Pass Ranch. This may require the item to return at a future meeting with a revised map. This is not an official rezone, as no property is being rezoned currently. The map is simply being created and updated to accurately reflect the current zoning on the properties. The City has chosen, for clarity and transparency, to have this map be adopted by the Commission and Council as the official City Zoning Map.

Discussion ensued regarding the following:

- Changing the colors or the shades of green of the Open Space and Agricultural zones to make them more distinctive;
- Staff's continuing efforts to gather information for areas with zoning disputes and confusion over the existing and appropriate zoning; and
- Considerations and entitlements for historical zoning.

The Council directed staff to continue work on the map and to present an update on the status of the project at a future meeting.

2. AGENDA REVIEW

10. AGREEMENTS

10.A. Settlement Agreement and Mutual General Release of Claims - Brightview Landscaping

City Attorney Marcus Draper explained that the City had become dissatisfied with Brightview Landscaping services. This agreement settles the dispute over the amount owed to Brightview for services rendered and releases the City to contract landscaping services with another company.

11. BOND RELEASES

Assistant City Administrator/City Recorder Fionnuala Kofoed explained that the City maintains 10% of the subdivision construction costs when a bond goes into warranty and the funds are released to the developer with the approval of the out of warranty bond release.

Councilmember Wood requested the punch list to review the criteria for a subdivision for the approval of an out of warranty bond release.

Councilmember Clark requested to have the punch list included in the packet materials with the bond releases on the agenda.

13. MOTIONS

13.B. MOTION – Acceptance of the 2023 Eagle Mountain City Fiscal Year Audit

Due to Mr. Stewart's availability it was necessary to review the presentation and hold the discussion of this item at this time.

Ron Stewart with Gilbert and Stewart Certified Public Accountants presented the 2023 Eagle Mountain City Fiscal Year Audit. He explained the audit process and the significant audit findings and recommendations.

General Compliance - Budgetary Compliance

- Finding: Utah State law prohibits the City from incurring expenditures in excess of those budgeted. The City had expenditures in excess of appropriations as follows:
 - Other Funds (by Fund) General Fund – Planning & Zoning \$16,058, and
 - General Fund – Community Development \$737,399.
- Finding: Utah State law prohibits the City from incurring expenditures in excess of those budgeted. The City had expenditures in excess of appropriations as follows:
 - Other Funds (by Fund) General Fund – Public Safety \$287,321,
 - General Fund – Community Development \$744,879,
 - General Fund – Debt Service \$27,000,
 - Parks Impact Fee \$81,151,
 - Debt Service – SAA 2014 \$106,306, and
 - Transportation Impact Fee \$479,166.
- Recommendation: The City budget expenditures appropriately.

General Compliance – Fund Balance

- Finding: Utah State law prohibits the City from having an unrestricted general fund balance that exceeds 35% of the current year total revenues of the general fund. The City was over the allowed limit by \$2,435,228.
- Finding: Utah State law prohibits the City from having an unrestricted general fund balance that exceeds 35% of the current year total revenues of the general fund. The City was over the allowed limit by \$608,098.
- Recommendation: The City take the necessary steps to reduce unrestricted fund balance to be in accordance with Utah State law.

Councilmember Wood commented regarding a discussion of truth in taxation at a future meeting.

14. PRELIMINARY PLATS & SITE PLANS

14.A. TEMPORARY SITE PLAN – Quailhill Stake at 7995 N. Silver Lake Parkway

Discussion ensued regarding the lack of other church facilities the patrons could use, the desire to be fair and equitable to all religious denominations, and the anticipated time frame of 24 months for additional churches to be built.

14.D. SITE PLAN – Marketplace at Eagle Mountain Town Center Medical at 4317 N. Pony Express Parkway

Councilmember Wright expressed concern with the plan to build a retention basin in the roundabout due to complications should the City need to use the easement to widen the roundabout.

City Engineer Chris Trusty stated that as the area near the roundabout is built out, he does not anticipate the City will need to make use of the easement.

The City Council supported vacating the easement to the developer to prevent potential conflict.

Mr. Draper confirmed that the public process would need to be followed to vacate the easement and amend the recorded plat.

15. RESOLUTIONS

15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Eagle Mountain City Brand and Marketing Playbook

Councilmember Wood requested that the item be removed from the consent agenda and placed as a regularly scheduled item.

15.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Repealing Resolution No. 09-9 Acting Administrative Rules and Regulation for the Conduct of Meetings of the Town Council

Mr. Draper verified that repealing the resolution would revert to State statutes governing administrative rules and regulations for the conduct of meetings and town councils should item 18.A. not pass.

Ms. Kofoed explained that additional rules of order and procedure were adopted by ordinance in 2006 and 2010.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the work session at 6:22 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; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; David Stroud, Senior Planner; Steven Lehmitz, Planner; Jody Bates, Chief Deputy Recorder; Chris Trusty, City Engineer; and Brad Hickman, Public Works Director.

CITY STAFF PRESENT ELECTRONICALLY: Kimberly Ruesch, Finance Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; and Elizabeth Fewkes, Recording Secretary.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:07 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Wright led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Join Eagle Mountain City on January 17th as the City hosts a representative from the Utah Division of Wildlife Resources to discuss habitat management. Come ask questions and learn more about how major

wildlife initiatives are funded in Utah. This event begins at 7:00 p.m. in the Council Chambers at Eagle Mountain City Hall.

- Eagle Mountain City is once again offering a Christmas Tree drop-off at the rodeo grounds now until Jan. 27th. Place live Christmas tree at 4447 Major Street and the City will dispose of it.
- Residents who do not use social media to stay in touch with the City are encouraged to sign up for the City's text notification system. Weekly, the City sends updates on news, important information, and sign-ups for recreational sports. Learn more at eaglemountaincity.com.

7. PUBLIC COMMENTS

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

Marian Burningham submitted an email regarding the desire to resolve the disputes over the zoning of Cedar Pass Ranch and concerns that residential zoning of the subdivision could financially harm the residents.

Mayor Westmoreland closed public comment at 7:11 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Clark

Councilmember Clark thanked the meeting participants and the new appointees for their willingness to serve and for their, and their families' sacrifice. At the Utah Economic Outlook and Public Policy Summit, Governor Cox spoke about the Utah First Homes Program to foster home ownership. She noted the ability of homeownership to change generations of people's lives. She's excited to see what happens with the First Homes program and the Legislative session.

Councilmember Burnham

Councilmember Burnham encouraged residents to follow the State Legislators during the session. The progress on individual bills can be found on the State's website. Caucus Night is scheduled for March 5, 2024, for both the Republicans and Democrats.

Councilmember Wood

Councilmember Wood expressed appreciation to the people in attendance, those serving on City boards and committees, and past public servants.

Councilmember Wright

Councilmember Wright stated that he appreciates staff's quick response to assist a resident with graffiti removal, the high-quality service provided by Brandon Larsen in addressing a setback issue, and the efforts of other employees. He recognized Zac Hilton and the snow removal crew for their excellent work.

Councilmember Gray

Councilmember Gray said he is glad that people are staying involved in the zoning process and appreciates being able to attend remotely.

Mayor Westmoreland

Mayor Westmoreland echoed appreciation to the Streets Department. Residents have expressed appreciation for the swift efforts to clear roads resulting in superior traveling conditions in the City during and after snowstorms.

He recognized former Councilmembers Colby Curtis and Carolyn Love and former Commissioners Matthew Everett and Jeremy Bergener for their service and presented plaques to those in attendance.

9. APPOINTMENTS

9.A. Planning Commission

MOTION: *Councilmember Wood moved to appoint Rod Hess to the Planning Commission for a three-year term through December 2026. 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.

9.B. Senior Citizens Advisory Council

MOTION: *Councilmember Wright moved to appoint Karan Heffelfinger to the Senior Citizens Advisory Council for a four-year term through December 2027. 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.

9.C. Library Board

MOTION: *Councilmember Clark moved to appoint Adelle Curtis to the Library Board for a two-year term through December 2025. 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.

CONSENT AGENDA

10. AGREEMENTS

10.A. Settlement Agreement and Mutual General Release of Claims – Brightview Landscaping

11. BOND RELEASES

- 11.A. Eagle Point Plat D – Into Warranty
- 11.B. Silverlake Plat 32 – Into Warranty
- 11.C. Eagle Point Phase G Plat 2 – Out of Warranty
- 11.D. Spring Run Phase D Plat 4 – Out of Warranty
- 11.E. Silver Lake 30 – Out of Warranty
- 11.F. Silverlake Plat 29 – Out of Warranty
- 11.G. Simpson Hollow Phase 1 – Out of Warranty
- 11.H. Simpson Hollow Phase 2 – Out of Warranty
- 11.I. Simpson Hollow Phase 3 – Out of Warranty
- 11.J. Simpson Hollow Phase 4 – Out of Warranty
- 11.K. Simpson Hollow Phase 6 – Out of Warranty
- 11.L. Skyline Ridge Phase 2 Plat 6 – Out of Warranty
- 12. MINUTES
 - 12.A. December 5, 2023 Minutes – Regular City Council Meeting
 - 12.B. January 2, 2024 Minutes – Regular City Council Meeting
- 13. MOTIONS
 - 13.A. MOTION – Reimbursement of Application Fees for Sage Valley Plan Amendment
 - 13.B. MOTION – Acceptance of the 2023 Eagle Mountain City Fiscal Year Audit
- 14. PRELIMINARY PLATS & SITE PLANS
 - 14.A. TEMPORARY SITE PLAN – Quailhill Stake at 7995 N. Silver Lake Parkway
 - 14.B. SITE PLAN – Alpine School District Middle School at 1190 E Belle St. & 9050 N.
 - 14.C. SITE PLAN – Lakeview Church Meetinghouse at 9634 N. Duggan Drive
 - 14.D. SITE PLAN – Marketplace at Eagle Mountain Town Center Medical at 4317 N. Pony Express Parkway
- 15. RESOLUTIONS
 - 15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Eagle Mountain City Brand and Marketing Playbook
 - 15.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Repealing Resolution No. 09-9 Acting Administrative Rules and Regulation for the Conduct of Meetings of the Town Council

MOTION: *Councilmember Wood moved to approve the consent agenda removing item 15.A. and placing it as a scheduled item and instructing staff to bring item 14.B. back to the City Council to discuss vacation of the easement. 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.

SCHEDULED ITEMS

15. RESOLUTIONS

15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Eagle Mountain City Brand and Marketing Playbook

Councilmember Wood requested the addition of historical elements such as the Pony Express Trail and the petroglyphs, recreational activities, and traditional events like Pony Express Days carnival and rodeo to the playbook and that the marketing plan include community events.

Councilmember Clark expressed support for Councilmember Wood's requests.

Communications Manager Tyler Maffit stated that the incorporation of the requests will require the reprinting of the Eagle Mountain City Brand and Marketing Playbook which will cost a few hundred dollars but should not exceed \$1,000. Signage for major streets should be updated with the new logo this month.

Councilmember Wright said he is pleased with the current version of the playbook and supports the incorporation of the changes as the cost to reprint will be negligible.

Mayor Westmoreland noted the value of the project and recommended gathering and sharing testimonials about the new branding with the public.

Councilmember Clark commented on the possibility of including a booth at Pony Express Days and the Farmers Market, to convey the roots, symbolism, and meanings behind the brand elements to residents.

MOTION: *Councilmember Wright moved to approve a resolution of Eagle Mountain, Utah, approving the Eagle Mountain City Brand and Market Playbook and requested that the item be returned at a future meeting once the discussed additions have been incorporated. 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.

16. CITY CENTER COMMERCIAL PHASE A, PLAT 1

- 16.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving a Rezone for City Center Commercial Phase A, Plat 1 from Commercial C-1 to Commercial Community

Items 16.A. and 16.B. were presented and discussed concurrently.

Planner Steven Lehmitz presented the item. City Center Commercial Phase A Plat 1 was recorded in 2017. Lot 2 of that plat has been subdivided a couple of times to create smaller commercial lots that have since been developed. The owners of Lot 1 are seeking to do the same and divide the lot, creating another commercial lot. Along with this application, there is a rezone request to change the newly created lot to a current commercial zone.

The Eagle Mountain Properties Master Development Agreement (MDA) initially zoned this property Commercial C-1 in 1997. It has since been platted and a portion of City Center Commercial Phase A Plat 1 Lot 1 has been developed. The owners of Lot 1 are seeking to subdivide the lot, creating an additional lot for commercial use. The rezone request is for the proposed lot being created, changing it to Commercial Community, one of our current commercial zones. The partial screening wall between the commercial site and the homes would need to be completed.

Mr. Lehmitz explained that the applicant is required to complete the fence between the two properties once the site has been developed and the trail easement needs to be improved and maintained but the applicant is not required to install the trail.

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

Councilmember Wood raised concerns with some of the uses permitted in the Commercial Community Zone and inquired if the applicant would be amenable to Commercial Neighborhood zoning.

Discussion ensued regarding the differences between the setbacks and uses in the Commercial Community and Commercial Neighborhood zones, and the ability to restrict uses via a development agreement.

Applicant representative Ben Nielsen said they are agreeable to Commercial Neighborhood zoning or use restrictions.

MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, approving a rezone for City Center Commercial Phase A, Plat 1 from Commercial C-1 to Commercial Neighborhood. Councilmember Wright seconded the motion.*

Mr. Lehmitz noted that Plat 1 also included developed area and inquired if the desire is to change the zoning on the full plat.

AMENDED MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, approving a rezone for City Center Commercial Phase A, Plat 1 from Commercial C-1 to Commercial Neighborhood as presented in the staff report. Councilmember Wright seconded the motion.*

Those Voting Yes

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

Those Voting No

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

Those Abstaining

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

Those Absent

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

☒ Brett Wright ☐ Brett Wright ☐ Brett Wright ☐ Brett Wright

The motion passed with a unanimous vote.

- 16.B. MOTION/PUBLIC HEARING – A Motion Approving the City Center Commercial Phase A, Plat 1, Lot 1 Recorded Plat Amendment

Mayor Westmoreland opened the public hearing at 7:59 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to approve the recorded plat amendment for City Center Commercial Phase A, Plat 1, Lot 1. 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.

17. ORDINANCES/PUBLIC HEARINGS

- 17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 17.70.030 Accessory Dwelling Unit Standards

Planning Director Brandon Larsen presented the item. This amendment is proposed to address Utah Code changes as per Senate Bill (SB) 174 (2023) related to circumstances under which a garage may be included in the definition of an internal accessory dwelling unit. As per SB174, Section 10-9a-530, Utah Code Annotated, has been amended to more explicitly allow for an internal accessory dwelling unit (ADU) in a garage of a detached, single-family dwelling (SFD). This amendment is proposed to eliminate uncertainty in the Eagle Mountain Municipal Code (EMMC), particularly Section 17.70.30, as to what portions of an SFD may be used as an ADU. Language that could be interpreted to suggest ADUs are only allowed in the basement or addition of an SFD is proposed to be stricken. Further, this amendment also ensures two enclosed parking spaces for SFDs with an ADU in a garage.

Councilmember Wood suggested requiring a total of four parking spaces per home to facilitate snow removal and promote safety.

Discussion considered removing “over the garage” from EMMC 17.70.030(D) to prevent misinterpretation that ADUs must be located over the garage as they are permitted within an attached or detached garage, requiring two covered and two uncovered off-street parking spots reducing the number of people that could have ADUs, and enforcement difficulties in changing the number of off-street parking from one spot to two spots as previously approved ADUs will only be required one spot.

Deputy City Administrator/Community Development Director Steve Mumford clarified that Eagle Mountain City prohibits detached ADUs on lots under 8,000 square feet. Utah Code allows restrictions of ADUs on some properties under 6,000 square feet.

Mayor Westmoreland opened the public hearing at 8:11 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 Section 17.70.030 Accessory Dwelling Unit Standards with the following changes:*

1. **17.70.030(D): “Location and Type. Accessory dwelling units may be allowed within or attached to the main single-family residential dwelling, over detached garage, or in a detached accessory structure (cottage home, casita, guest house), where permitted by EMMC 17.25.030;” and**
 2. **17.70.030(G) to require off-street parking for two vehicles.**
- 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.

17.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 16.20.050 Approval Process

Senior Planner David Stroud presented the item. Recent State Code changes require time limits regarding review of certain subdivision preliminary plats. State Code requires a 15-day turnaround for the initial review of single-family, two-family, or townhome preliminary plats. Eagle Mountain policy is more stringent than State Code and requires staff to complete the initial review within 10 days.

Mayor Westmoreland opened the public hearing at 8:16 p.m. As there were no comments, he closed the hearing.

Councilmember Wood commented the possibility of an update to all sections of Municipal Code with land use application information to reflect and reference Utah Code 10-9a-509(1)(b)(ii).

Mr. Draper noted the reference to Section 10-9a in 16.20.050 needs to be amended to indicate “Chapter” 10-9a.

MOTION: ***Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Chapter 16.20.050 Approval Process amending the language in 16.20.050 in reference to Utah Code to read, “Review time shall comply with the requirements of State Code Chapter 10-9a, as amended.” 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.

17.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 17.35.030 Land Use Table and 17.55.120 Tables

Economic Development Director Evan Berrett presented the item. Eagle Mountain City staff finds great value in attracting hotel developers and operators to the City to benefit the local economy. As staff have communicated with hotel developers and operators, two standards are potentially problematic for hotel development in the City. Staff

found that height restrictions on hotels would benefit from minor adjustments to enable hotel developers to plan hotel products that would be successful in the City. Particularly, modern hotels generally seek between three to four stories, but four-story hotels can potentially exceed the City's 50-foot limit by five to ten feet. The City's parking requirements have also been found to be excessive. Most cities require only one stall per sleeping unit, whereas Eagle Mountain requires one stall per bed which can greatly increase the parking requirements if many of the units have two queen beds or a similar format.

While staff does not anticipate many, if any, motorhomes to park at hotels. The extra-long spaces are more likely to be used by vehicles with towed trailers, which is the target group staff was requested to try and accommodate. However, trailer sizes can vary widely, and depending on how they are hooked up and what is loaded, maneuverability can vary widely as well. Using a Class A motorhome as a standard promotes long enough spaces and accommodation for vehicles that may have a wide turn radius. The stalls are not required in the Commercial Regional Zone because it is more likely that there would be adequate potential for shared parking from nearby regional businesses with larger parking lots.

Councilmember Clark noted the difficulty in comparing what is appropriate for the City with statistics from other cities due to the uniqueness of Eagle Mountain. She desires to balance attracting the best businesses with attracting which businesses are best for the City.

Councilmember Burnham stated that residents might be more concerned about the appearance of the building than the height of the building. As the City has already permitted four-story buildings, she would prefer allowing additional height to accommodate higher-quality design aesthetics.

Councilmember Wood recommended focusing on shorter product types that fit more with the style of Eagle Mountain. He is against raising height standards.

Councilmember Wright stated he recognizes the value of design standards and that they should be considered in determining a height standard. Also, he feels that the parking stall requirements should take into account whether the hotel intends to offer extended stay accommodations.

Mr. Berrett clarified that a party had expressed interest in building a hotel in the City but had concerns about the hotel height and parking standards.

Councilmember Gray advocated for establishing and enforcing a set height standard and being consistent and equitable for all use types. Councilmember Wood concurred.

Discussion ensued regarding the following:

- The height and style of hotels the City desires;
- Parking standard requirements and the benefits and issues that arise from permitting extended stay services;
- The need for additional transportation services to support extended-stay hotels;
- The benefits and potential issues with establishing a set height for all uses; and
- Parking and turning radiuses for trailers, motorhomes, and buses.

Mayor Westmoreland opened the public hearing at 9:02 p.m. As there were no comments, he closed the hearing.

Mr. Berrett noted that the City is soliciting bids for and working on the Hotel Feasibility Study and cost-sharing agreements to fund the study. In addition to family members of residents, hotels are anticipated to be utilized by business travelers supporting the ongoing development in the City. Hotels would allow the City to promote recreation and tourism.

Councilmembers Clark and Wood suggested tabling the item and having it return after the Hotel Feasibility study is completed.

Councilmember Wood commented on the possibility of research into short-term rentals.

MOTION: *Councilmember Wood moved to table an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Section 17.35.030 Land Use Table and 17.55.120 Tables until the Hotel Feasibility Study is completed. 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.

17.D. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 16.35.130(a) Residential Water Rights Requirements

City Engineer Chris Trusty presented the item. With recently adopted changes to Municipal Code that include reduced landscape requirements for front and side yards, this subsequent amendment is proposed to reduce water required for development to reflect the decreased landscape requirements. The recommended water rights requirements are based on 70% of the total landscaped portion of the lot being planted with sod with the remaining 30% being planted with xeriscape or other drought-tolerant landscaping that conforms to Municipal Code. An adjustment is also being made to the per-acre water requirement for outdoor use to account for watering inefficiencies. The per-acre water requirement will go from 2.5 acre-feet per irrigable acre to 3.2 acre-feet per irrigable acre.

Based on recent evaluations of a random sampling of existing City residents, the indoor requirements will be reduced from 0.53 to 0.34 acre-feet to reflect a more accurate use that the City has seen on the system. Many cities currently require 0.3 acre-feet for indoor use; however, the City staff recommendation is to require slightly more. This will ensure adequate water rights are provided to account for inefficiency in the City's delivery system, as well as help account for losses between water production and point of sale with the landscape irrigation system. These changes will reduce the per lot water required to be dedicated to the City at plat recordation.

Discussion considered multifamily water requirements being 80% lower than other housing types potentially not reflecting water usage of units with the same number of bedrooms as single-family homes. and the ability of developers to sell water shares if they over-purchased water to meet previous standards.

Mayor Westmoreland opened the public hearing at 9:26 p.m. As there were no comments, he closed the hearing.

Councilmember Wood suggested a study on multifamily water usage. Councilmember Gray supported the comment.

MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Section 16.35.130(a) Residential Water Rights Requirements and instructed the City Engineer to perform a multifamily water usage study. Councilmember Burnham seconded the motion.*

AMENDED MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Section 16.35.130(a) Residential Water Rights Requirements allowing staff to clarify on the table Planned Unit Development (PUD) water usage in non-multifamily communities and instructed the City Engineer to perform a multifamily water usage study. 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 vote of 4:1.

18. ORDINANCES

18.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 Mayor Pro Tempore and Council Assignments

Councilmember Wood explained that the proposed ordinance, requested by Councilmember Wright and himself, codifies Eagle Mountain City's six-member council form of government and establishes that the powers of municipal government are vested in the City Council, consisting of five Councilmembers and the Mayor. The City Council shall make the decisions for the City with a vote and approval in an open and public meeting. The ordinance further clarifies the executive and staff powers and identifies that, on an annual basis, the City Council shall elect a Mayor Pro Tempore from the body of the elected City Councilmembers and will discuss and make assignments for representation and support for the citizens of the City. They worked with the City Attorney to ensure that the amendment clarified State Code rather than altering or removing authority from anyone.

Discussion ensued regarding the following:

- Additional changes to the language in the amendment;
- Concerns that, "2.08.030. Council Administration. No one member of the city council or the mayor shall make decisions for the city council nor shall any member of the city council, knowingly or otherwise, give the perception to an organization or individual citizen that they represent the full body of the city council without the city council's vote and approval in an open and public meeting," could impede staff and the Mayor from functioning in certain aspects of their roles or be misinterpreted, leading to accusations and possible punitive measures;
- The desire to empower staff to explore all options and solutions without fear of retribution.
- Changing 2.08.060. Adoption of Policies to "No new policies, code, ordinance, or resolution shall be created *and* enacted by mayor or staff without written request and then consent of the majority vote of city council in an open and public meeting;"
- Confusion over the impact of the standards on the procurement code;
- Wording differences between the amendment and State Code;
- Benefits and complications should the Mayor and Council jointly make liaison assignments; and
- Adding the process for nomination and approval of the Mayor Pro Tempore to the proposed standards for clarity.

Mr. Draper stated that the proposed changes to EMMC 2.08.030, while good in principle and practice, are an *addition* to, rather than a clarification of State statute and would constitute a substantive change to the law impacting the Mayor's powers, duties, and functions thus necessitating certain procedural requirements to be followed when voting on the change. When the Mayor speaks, unless he emphatically states that he is speaking for himself, others could assume he is speaking for the City as a whole. He recommended adding a section that the legislative intent is to codify and clarify existing standards rather than to make substantive changes.

Councilmember Clark commented on the desire for a redline version of the amendment to clarify the proposed changes and liaison training for City Councilmembers.

MOTION: *Councilmember Wood moved to table an ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 2.08, Form of Government and Section 2.15.120 Mayor Pro Tempore and Council Assignments to amend and clarify wording with the City Attorney and for the item to be on the agenda of the February 6, 2024 City Council meeting. 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 unanimous vote.

Councilmember Gray left the meeting at 10:44 p.m.

19. LEGISLATIVE ITEMS

19.A. UPDATE – Legislative Priorities List

Director of Legislative Affairs Cliff Strachan said he has identified and is watching 29 bills at the State Legislature that would directly impact the City. He explained aspects of some of the bills of particular interest. He reviewed the progress on the Legislative Priorities List and navigation and prioritization improvements to the document.

20. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Wright

Councilmember Wright asked the Mayor to provide the City Council with the results of the wage study for the purpose of evaluating if staff is being appropriately compensated compared to similarly sized cities to elevate the City above average.

Councilmember Wood

Councilmember Wood supported Councilmember Wright's desire to review and possibly adjust staff salaries to promote employee retention and recruitment.

Councilmember Clark

Councilmember Clark suggested the council consider implementing a scheduled review of the Mayor's salary by committee to make mayoral salary compensation evaluation less political.

Councilmember Burnham

None.

Mayor Westmoreland

None.

21. CITY COUNCIL BOARD LIAISON REPORTS

22. COMMUNICATION ITEMS

22.A. Budget Summary Update

23. ADJOURNMENT

MOTION: ***Councilmember Clark moved to adjourn at 11:03 p.m. 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 unanimous vote.

The meeting was adjourned at 11:03 p.m.

Approved by the City Council on February 6, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	SITE PLAN - Marketplace at Eagle Mountain Town Center Lot 303		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Forrest Gaskill		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE Commercial Community	ACREAGE 0.75	COMMUNITY Town Center

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud, Senior Planner

RECOMMENDATION:

Staff recommends the City Council approve the Site Plan for the Marketplace at Eagle Mountain Town Center Lot 303.

BACKGROUND:

This request is regarding site plan approval of a commercial building for uses to be determined, and in compliance with the Commercial Community zone and the Marketplace at Eagle Mountain Town Center Development Agreement. The subject property will be platted as Lot 303 of The Marketplace at Eagle Mountain, Phase 3, located at 1317 E. Eagle Mountain Boulevard. The final plat is approved and staff is waiting to receive the mylar from the applicant.

ITEMS FOR CONSIDERATION:

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

A. Use of Property: The entire parcel is to be built, landscaped, or paved, thus the proposal complies with 17.100.050.A.

B. Screening Requirements: The project is located within a commercial district, and does not abut any agricultural or residential property, therefore it complies with 17.100.050.B.

C. Access Requirements: The building is accessed via an internal roadway. The width of the access is 28' which complies with 17.100.050.C.

D. Off-Street Truck Loading Space: This use does not require the

frequent distribution of materials via truck and therefore does not provide off-street truck loading space.

E. Utilities: All utilities are shown as being underground and in proper easements in compliance with 17.100.050 E.

F. Grading and Drainage: The applicant has provided grading and draining plans that have been reviewed by the City Engineer.

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

17.72.030.A requires buildings be located at or near the front setback with pedestrian access leading to the primary entrance and with landscaping between the building and the street. The building is located along a private internal roadway with the property line as the centerline of the roadway.

17.72.030.A.1 requires the primary entrance of a commercial building to orient toward the street and the sidewalk. Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited. The main entrance to the building is located on the north elevation which opens to the main parking area with the rear (south elevation) visible from Eagle Mountain Blvd. It is the opinion of staff that the architecture and landscaping is sufficient to provide needed elements. Additional site plans approved in the Marketplace development have similar characteristics.

17.72.030.B requires surface parking to be located to the rear or side of the building and that parking should not be located between any commercial building and the street. All parking is located internal to the lot and adjacent to a private roadway.

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

17.72.040 A requires that commercial buildings be similar in style to adjacent buildings, and that all facades of the building be designed with consistent architectural style, detail, and trim features as the primary façade. The proposed building elevations vary from approved/built elevations with elements unique to each user. It is the opinion of staff that the elevations comply with code and are in

harmony with approved existing building architecture.

17.72.040.B states: "the main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall be clearly identifiable, and consist of a sheltering element such a porch, stoop, awning, arcade, or portico." The main entrance of the structure orients towards the parking area. The pedestrian entrance is readily identifiable and uses an awning structure.

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

17.72.040.D requires vertical and horizontal articulation. The building includes vertical and horizontal elements, awnings, and various materials providing visual articulation.

17.72.040.E.1 states: "Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details." The proposal uses several of these items and have been identified on the elevation drawings.

17.72.040.F.2 states: "All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides... ." It shall be up to the Planning Commission to determine if the elevations meet this standard. In staff's opinion, the elevations use an acceptable combination of materials, textures, and colors.

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

Parking. Table 17.55.120(c), Required Parking by Land Use, Retail Establishments require 1 stall/200 square feet maximum and 1 stall/300 square feet minimum. 2,815 square feet is dedicated to this use and 12 stalls are provided, or 1/235. Restaurants (Fast Food/Drive-Thru) require 1 stall/125 square feet. 2,625 a square feet is dedicated to this use, which equals 21 stalls. Overall parking is 33

stalls or 6/1,000.

*Site plan approval is based on compliance with the Marketplace at Eagle Mountain Development Agreement and EMMC.

REQUIRED FINDINGS:

This site plan approval is based upon compliance with City Code requirements and the Marketplace at Eagle Mountain Development Agreement. The approval criteria of a Site Plan can be found in EMMC 17.100.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 5-0 to the City Council, approval of the proposed Marketplace at Eagle Mountain Town Center Lot 303 site plan, with the following condition:

1. Recordation of the final plat prior to submittal of a building permit.

ATTACHMENTS:

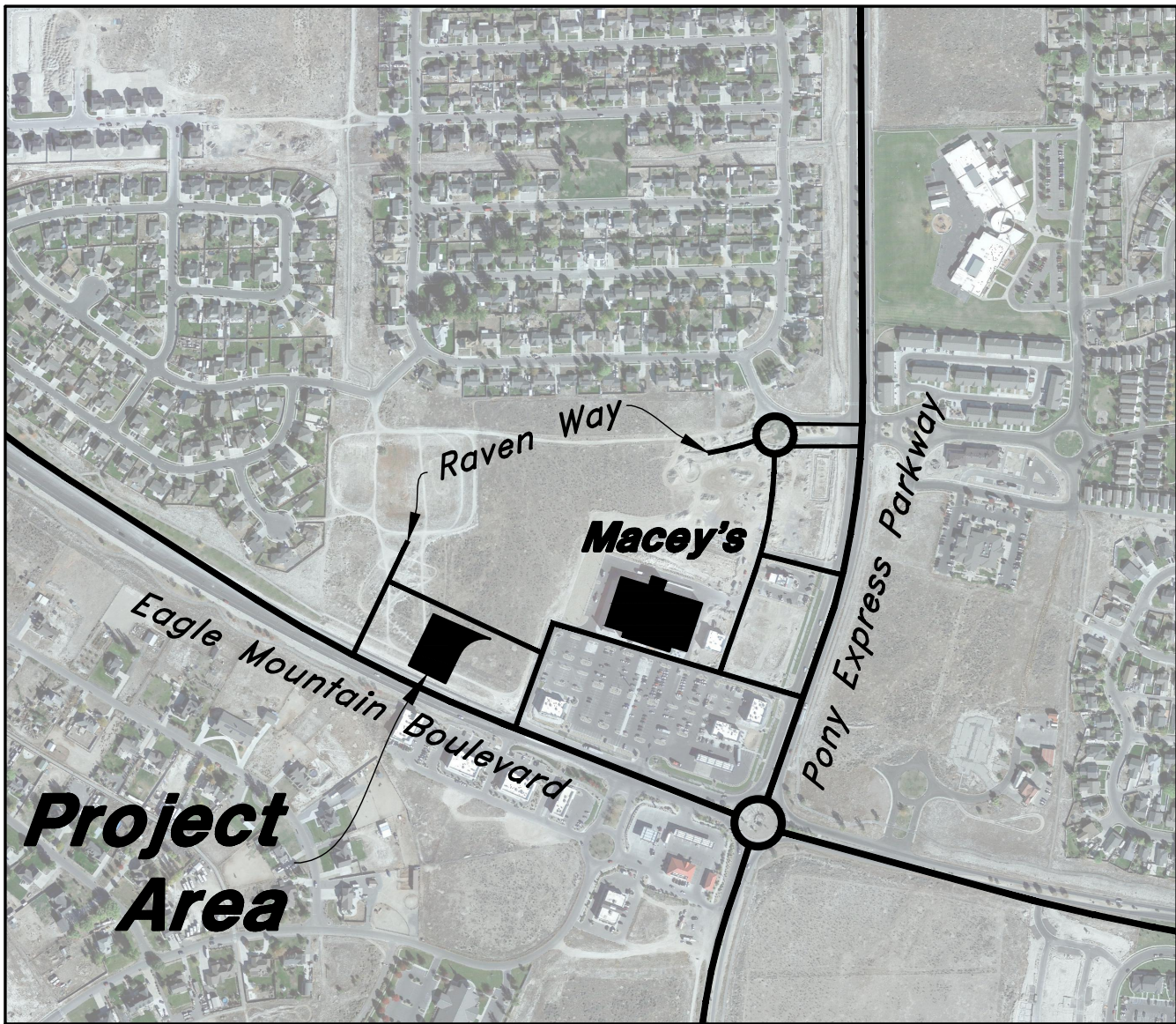
[Marketplace Lot 303 Civil](#)

[Marketplace Lot 303 Elevations](#)

[Marketplace Lot 303 Lighting](#)

The Marketplace at Eagle Mountain Town Center Lot 303

1307 E. Eagle Mountain Boulevard
Eagle Mountain, UT, 84005



Vicinity Map
Not to Scale

Civil Sheet Index

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

Eagle Mountain City General Notes

SEWER

- Pipe bedding: ¾" gravel required 6" below, on the sides & 12" above the pipe (minimum).
- Depth: Sewer main/laterals to maintain 4" of cover (minimum) from finished grade, 3" minimum from top of pipe at time of installation.
- Separation: sewer mains & laterals to maintain 10' separation (minimum) from culinary water mains & laterals.
- Sewer Y's: 3' minimum separation between sewer Y's.
- Lateral stubs: A) stubs must extend 15" into property and be marked with 2x4 painted green. B) All laterals must be GIS (shot in) at the Y's and stubs. Also slopes (2% min. on 4" pipe) to be checked before backfill.
- Manholes: manholes to be within 1' of finished grade, 12" of whirly gig form (max) and no flat rings allowed. 12" of ¾" gravel required under manholes/boxes.

WATER

- Valves: 1. Valves must be flanged to tees (fittings). 2. Valves 12" and larger to be butterfly valves.
- Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).
- Depth: water main & laterals must maintain 4" cover from finished grade (minimum), 3" minimum from top of pipe at time of installation. Max depth 72" from finished grade.
- Services & fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
- Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also ¾" setters to have double braces. Setters to be set at: 18" to 22" from the top of setter to top of lid.
- Water can lid: all lids to say "Eagle Mountain" on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
- Water Can: the water can for ¾" & 1" services will need to be a 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow AFWA specification.
- Hydrants: hydrants to be 5' bury (minimum).
- Laterals: all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15" into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
- Tracer wire: run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
- Water fittings: all water fittings to be checked for thrust blocks (pre & post) and GIS (shot in) before backfill.
- Vertical separation: water main to maintain 18" minimum separation from storm drain or other obstacles/utilities.
- Water line fittings: all fittings to have mega lug followers.
- Water Main Line: NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN

- Bedding: ¾" gravel 6" below and on sides of pipe & 12" above pipe (minimum).
- ADS: all ADS pipe to be "HP" brand.
- Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & post collar pour.
- Manholes: manholes to be within 1' of finished grade, 12" of whirly gig form (max) and no flat rings allowed. 12" of ¾" gravel required under manholes/boxes.

ROAD SECTION

- Proof rolls: proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
- UTBC: state spec, road base required for all roads, commercial base acceptable for the sidewalks & trails.
- Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars. Manhole covers and water valve towers to be ¾" down from asphalt edge and concrete to be ¾" to 3/8" down from asphalt edge.

Flood Zone

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

Basis of Bearings

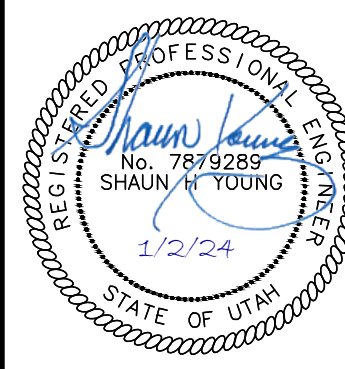
A line between monuments found for Southeast Corner and the East Quarter Corner of Section 12 was assigned the Utah County Survey bearing of North 0°27'04" East as the Basis of Bearings to place the Survey on State Plane Basis.

Benchmark

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

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8629 - AllEngineering.net

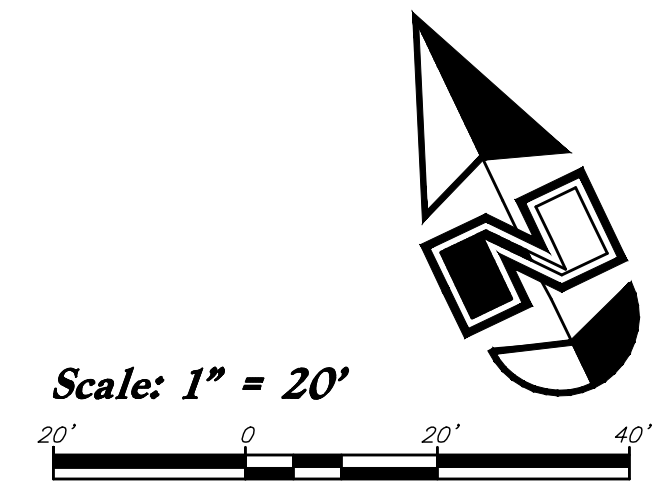
Cover Sheet
The Marketplace at
Eagle Mountain Town Center Lot 303
1307 E. Eagle Mountain Boulevard
Eagle Mountain, UT 84005



2 Jan, 2024

SHEET NO.

C0.0

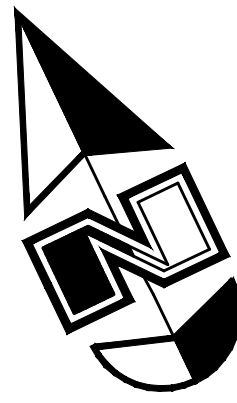


CO.1



Match Line: See Sheet C2.2

Scale: 1" = 10'



General Grading Notes:

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

Curb and Gutter Construction Notes:

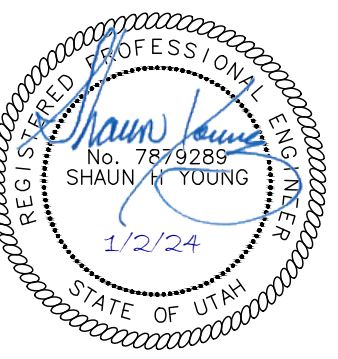
1. Open face gutter shall be constructed where drainage is directed away from curb.
- ① 2. Open face gutter locations are indicated by shading and notes on the grading plan.
3. It is the responsibility of the surveyor to adjust top of asphalt grades to top of curb grades at the time of construction staking.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

Sidewalk Construction Notes:

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

Grading Plan

The Marketplace at
Eagle Mountain Town Center Lot 303
1307 E. Eagle Mountain Boulevard
Eagle Mountain, UT 84005



2 Jan, 2024

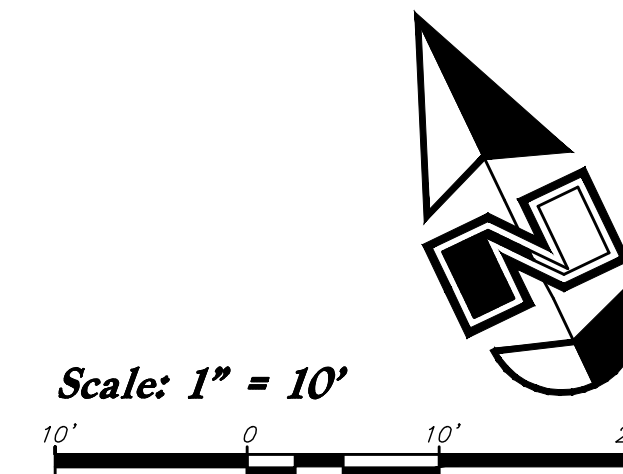
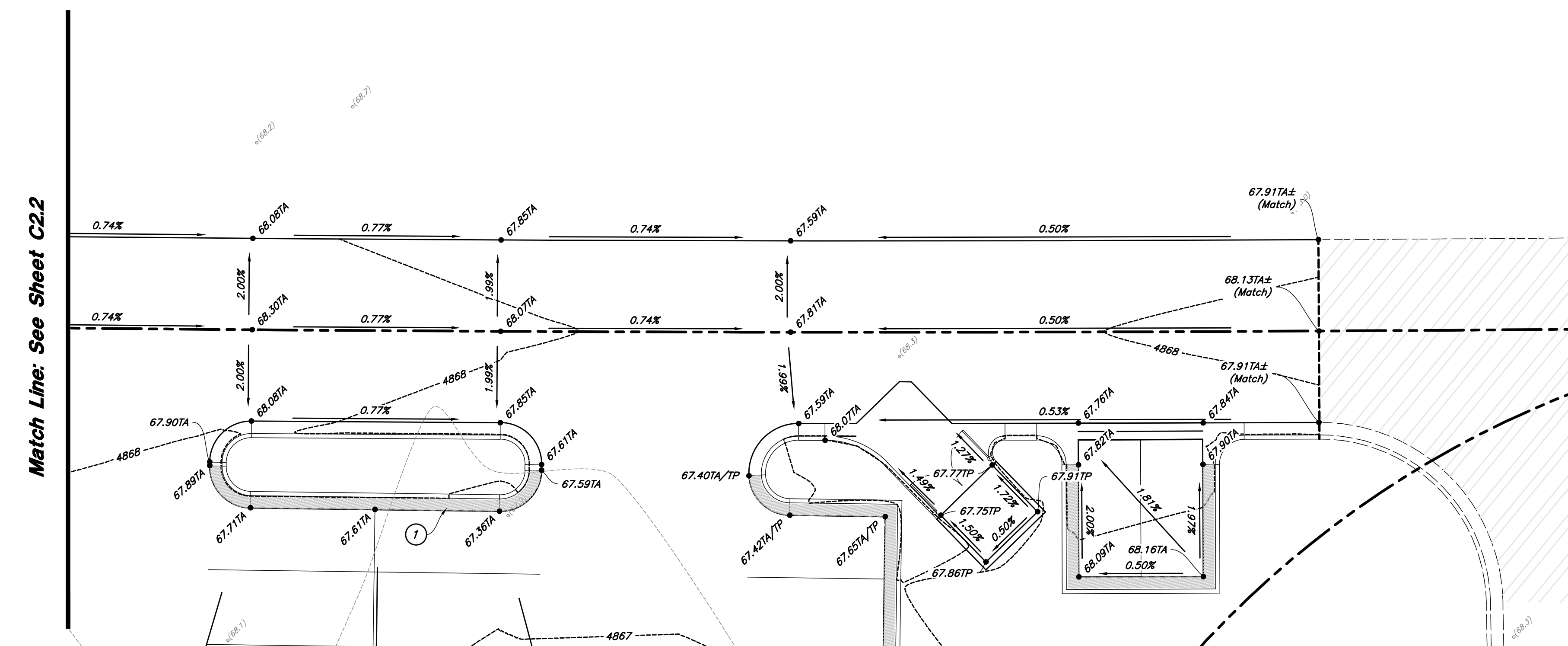
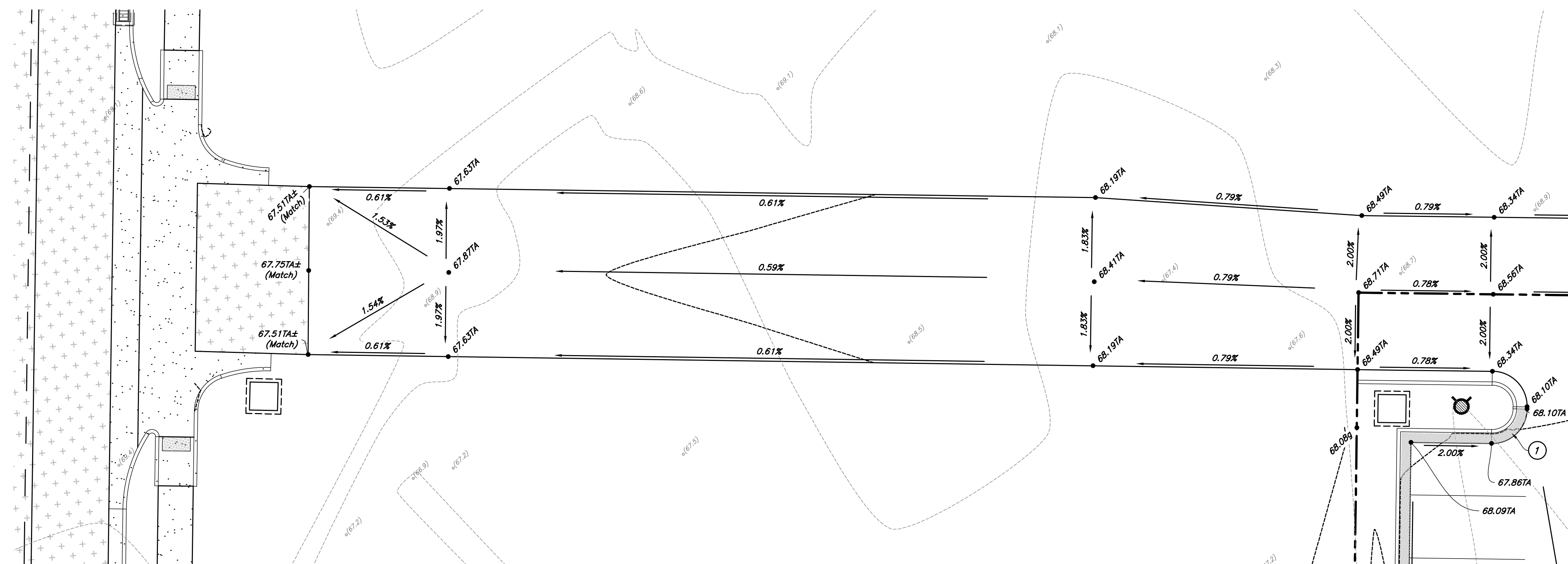
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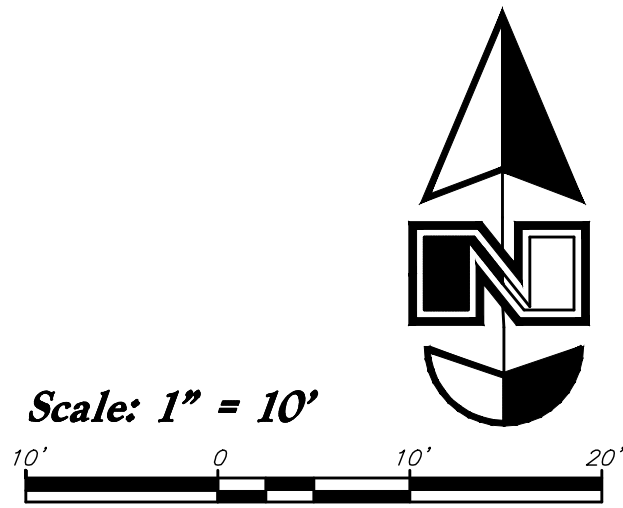
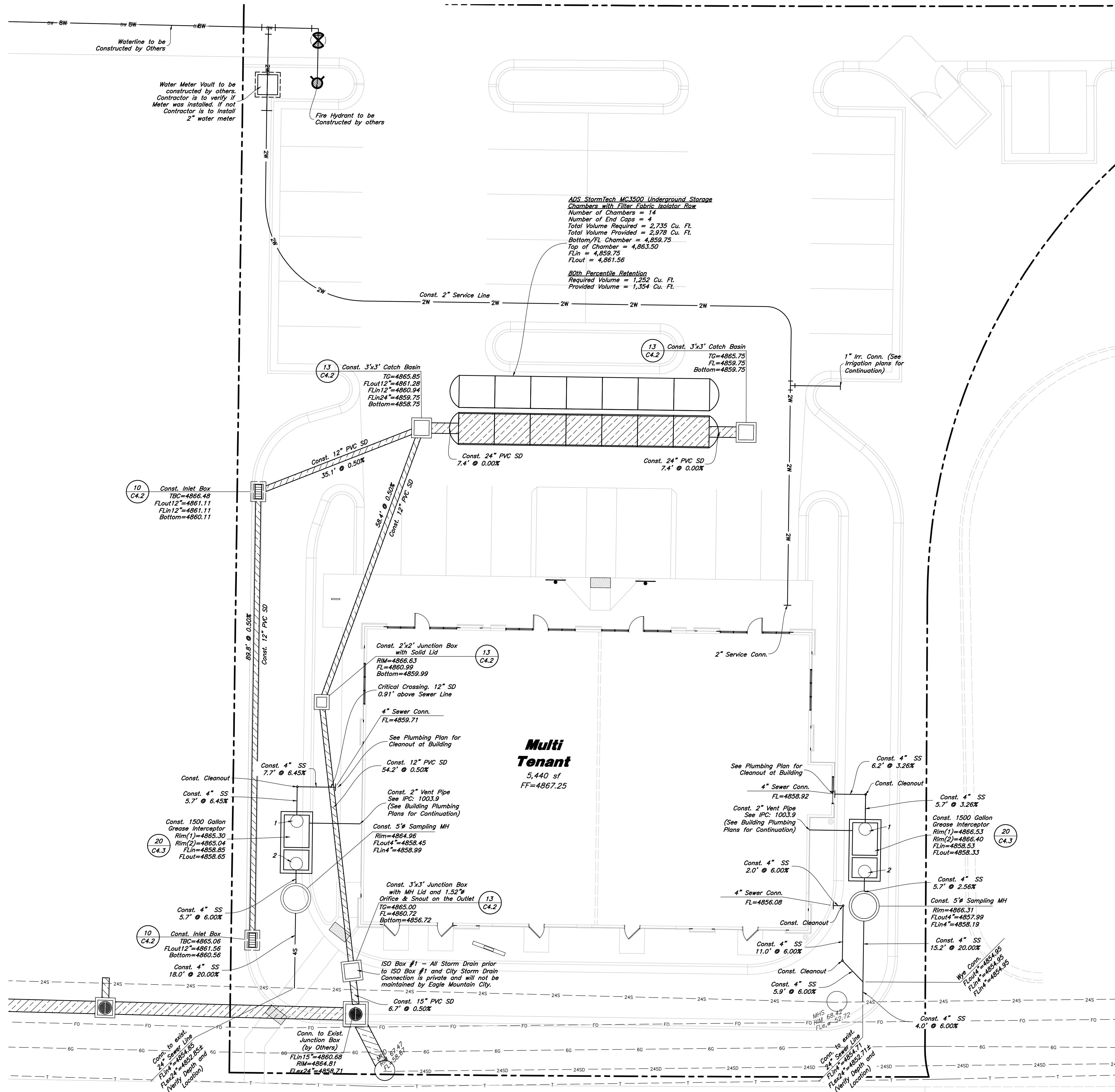
C2.1



Designed by: LC
Drafted by: NT
Client Name:
Corner Properties
23-085 GR

REV	DATE	DESCRIPTION





General Utility Notes:

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

Utility Piping Materials:

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

Culinary Service Laterals

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

Water Main Lines and Fire Lines

1. Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, Class 235

Sanitary Sewer Lines

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

Storm Drain Lines

1. Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35
2. Advanced Drainage Systems (ADS) HP Storm Pipe, ASTM F2281, or AASHTO M330
3. Reinforced Concrete Pipe, ASTM C76, Class III

CAUTION :

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

PVC Pipe Protection During Construction:
PVC Pipe must have 24" cover for heavy construction loading during construction. The Contractor is responsible to temporarily protect any pipes with less than 24" cover by berming over the pipes.

Storm Drain & Sanitary Sewer Note:

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

Onsite Utility Connection Notes:

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



Utility Plan

The Marketplace at
Eagle Mountain Town Center Lot 303

1307 E. Eagle Mountain Boulevard
Eagle Mountain, UT 84005

DESIGNED BY: LC

DRAWN BY: NT

CLIENT NAME: Corner Properties

PROJECT NO: 23-085 UT

REGISTERED PROFESSIONAL ENGINEER

SHAUN A. YOUNG

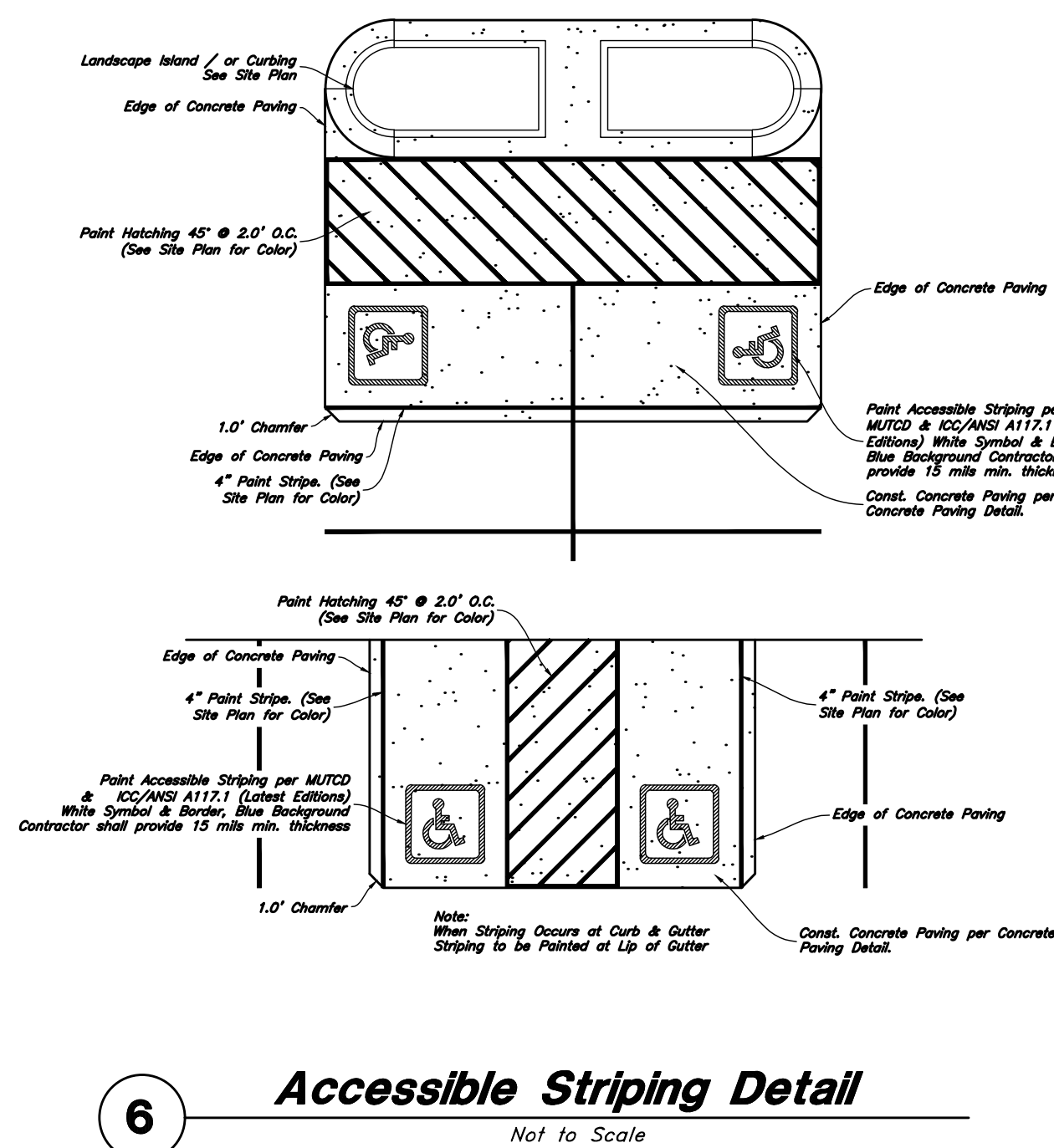
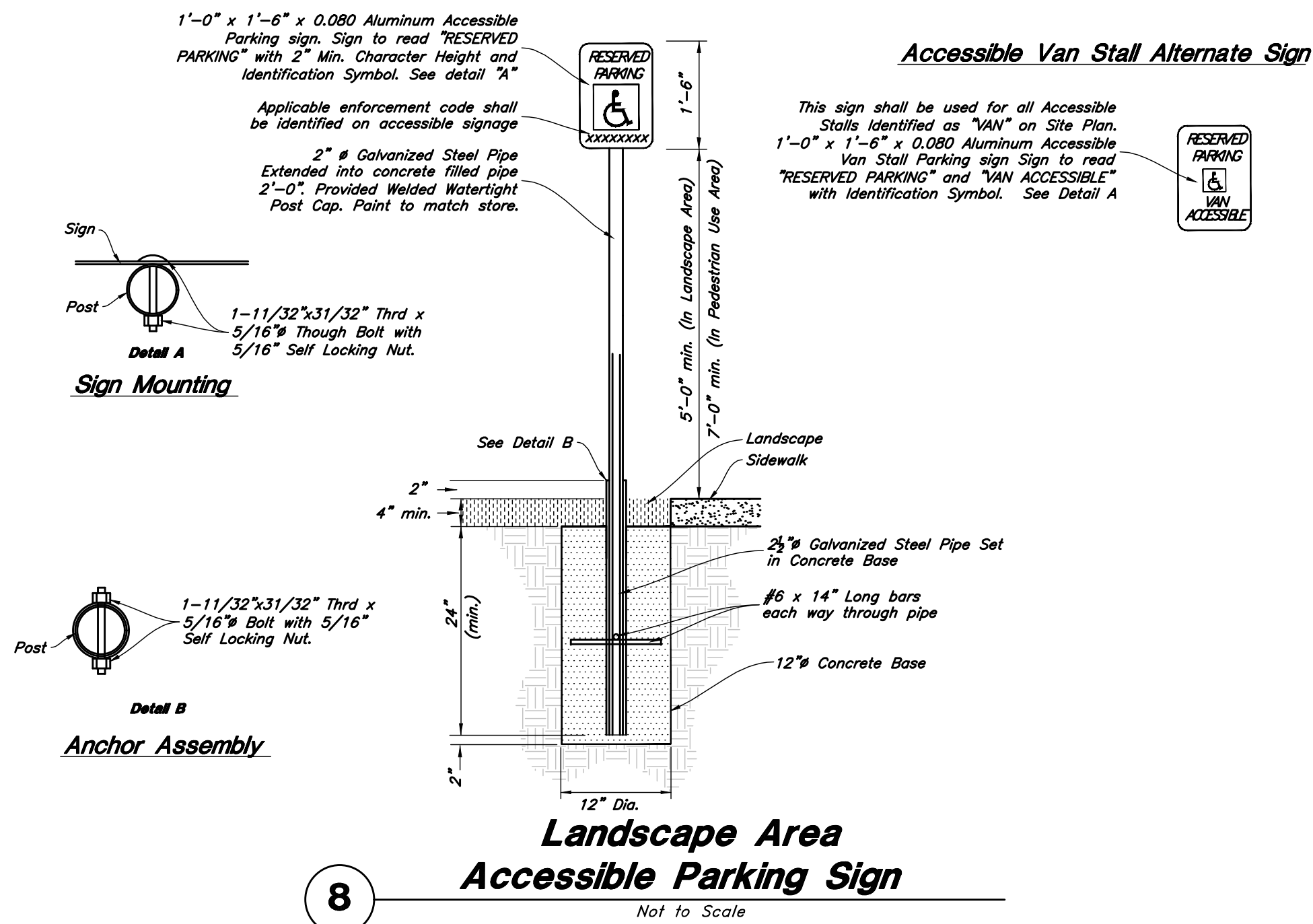
1/2/24

STATE OF UTAH

2 Jan, 2024

SHEET NO.

C3.1



Contraction Joints

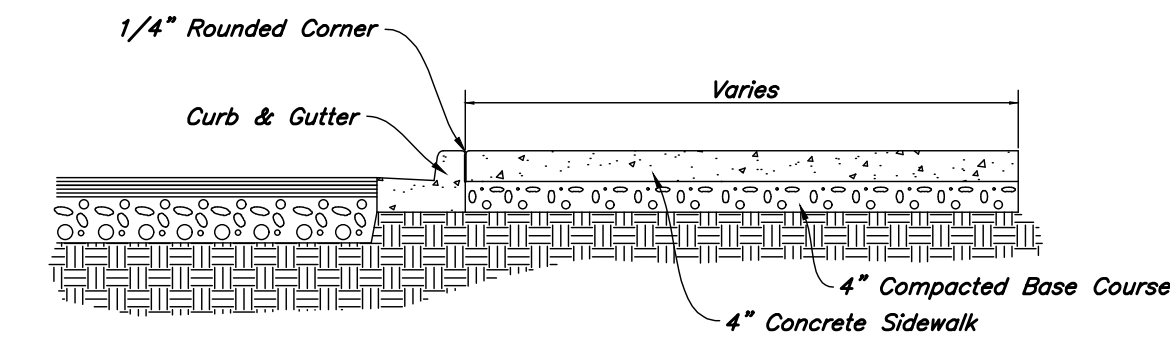
A. Spacing = 10' O.C.

Expansion Joints

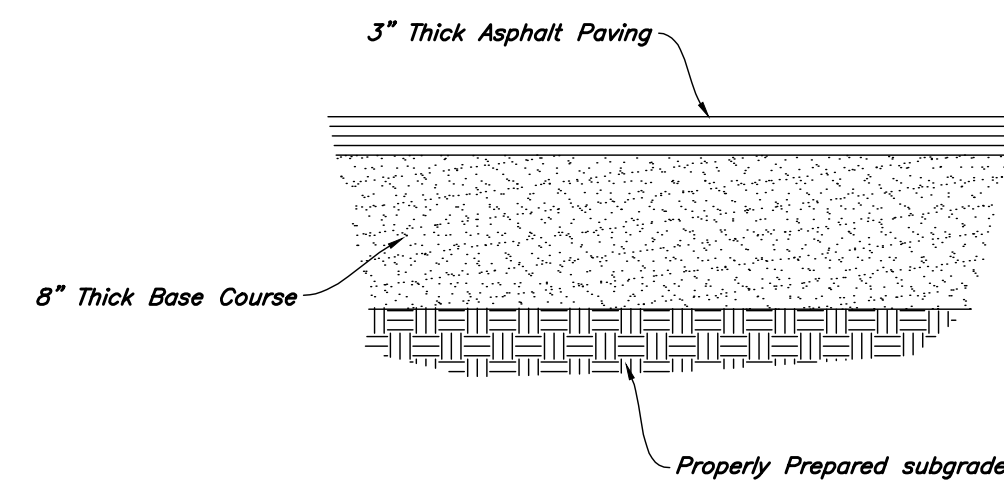
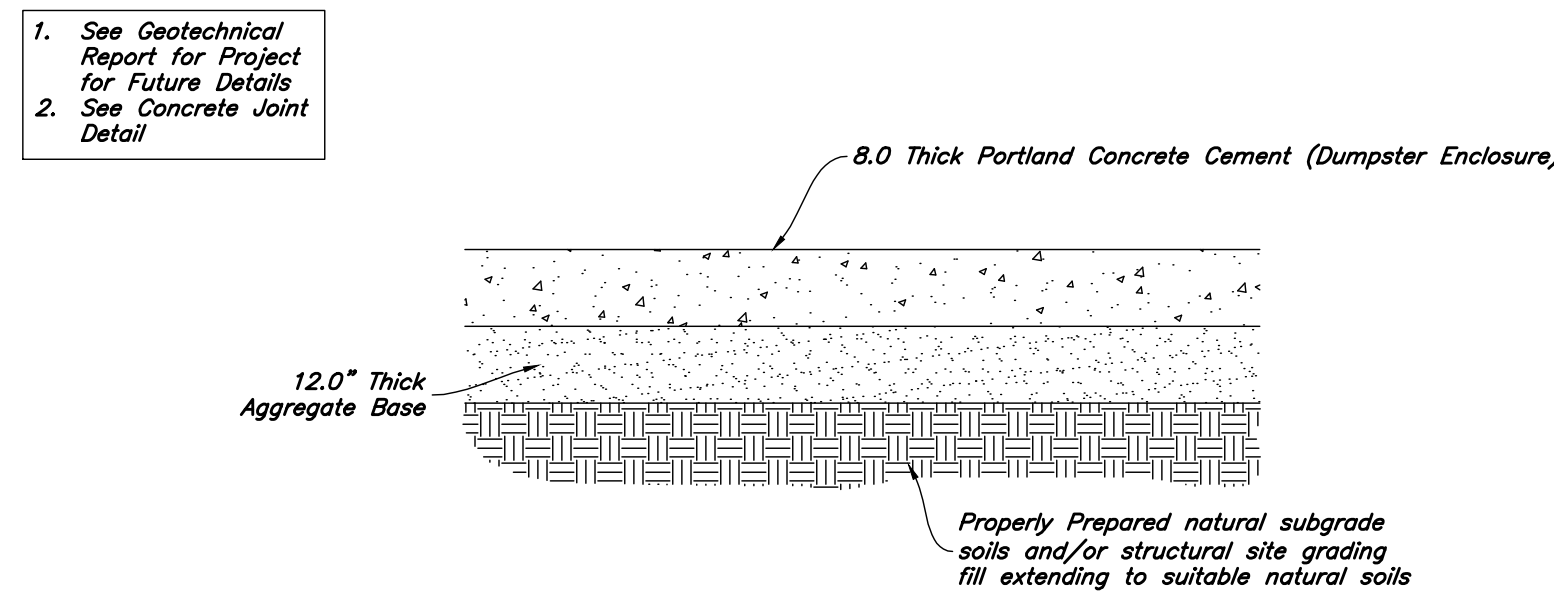
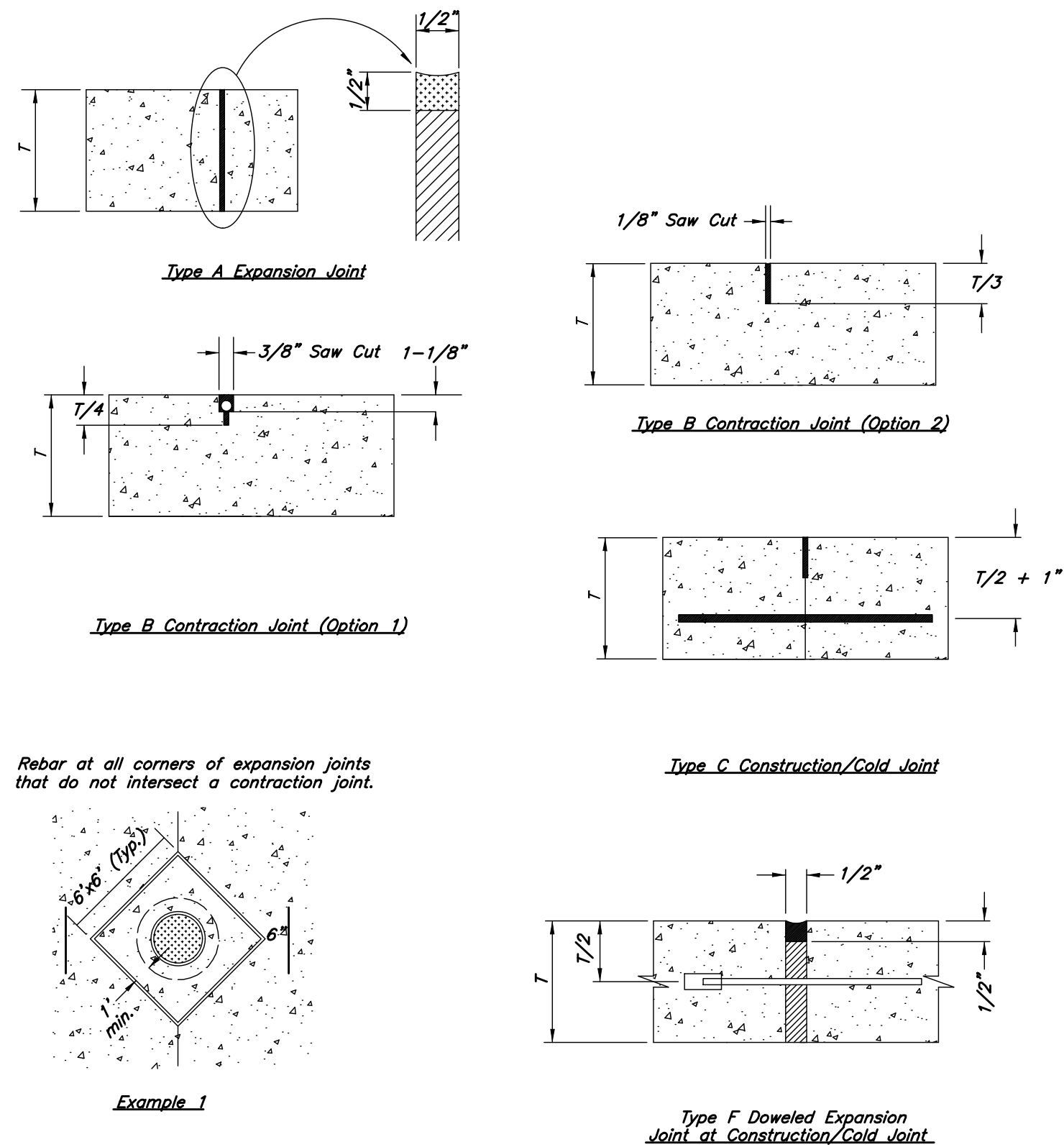
A. Make expansion joints full depth, see joint detail

B. Place expansion joint at all cold joints

C. Expansion joints are required at the start of end of curb radius.



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



Contraction Joints

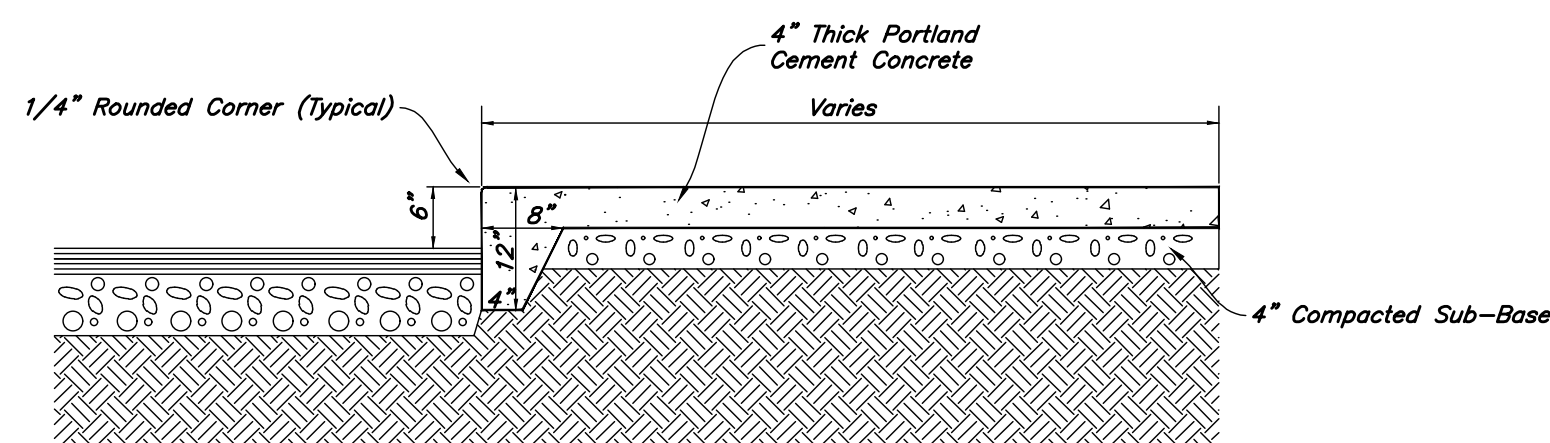
A. Spacing = 10' O.C.

Expansion Joints

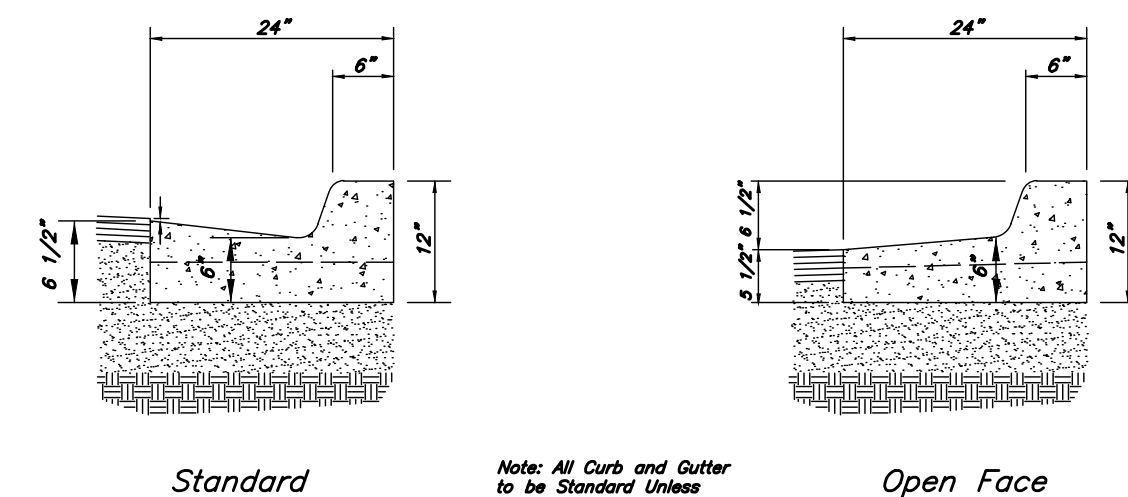
A. Make expansion joints full depth, see joint detail

B. Place expansion joint at all cold joints

C. Expansion joints are required at the start of end of curb radius.



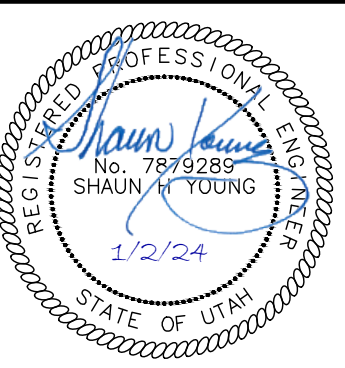
- Contraction Joints**
 - Spacing = 10' o.c., see joint detail
 - 1/8" wide by 2" deep from top of curb at 15'-0" intervals
- Expansion Joints**
 - Make expansion joints full depth, see joint detail
 - Place expansion joint at all cold joints
 - Expansion joints are required at ends of all radii 0.08.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



Details

The Marketplace at Eagle Mountain Town Center Lot 303

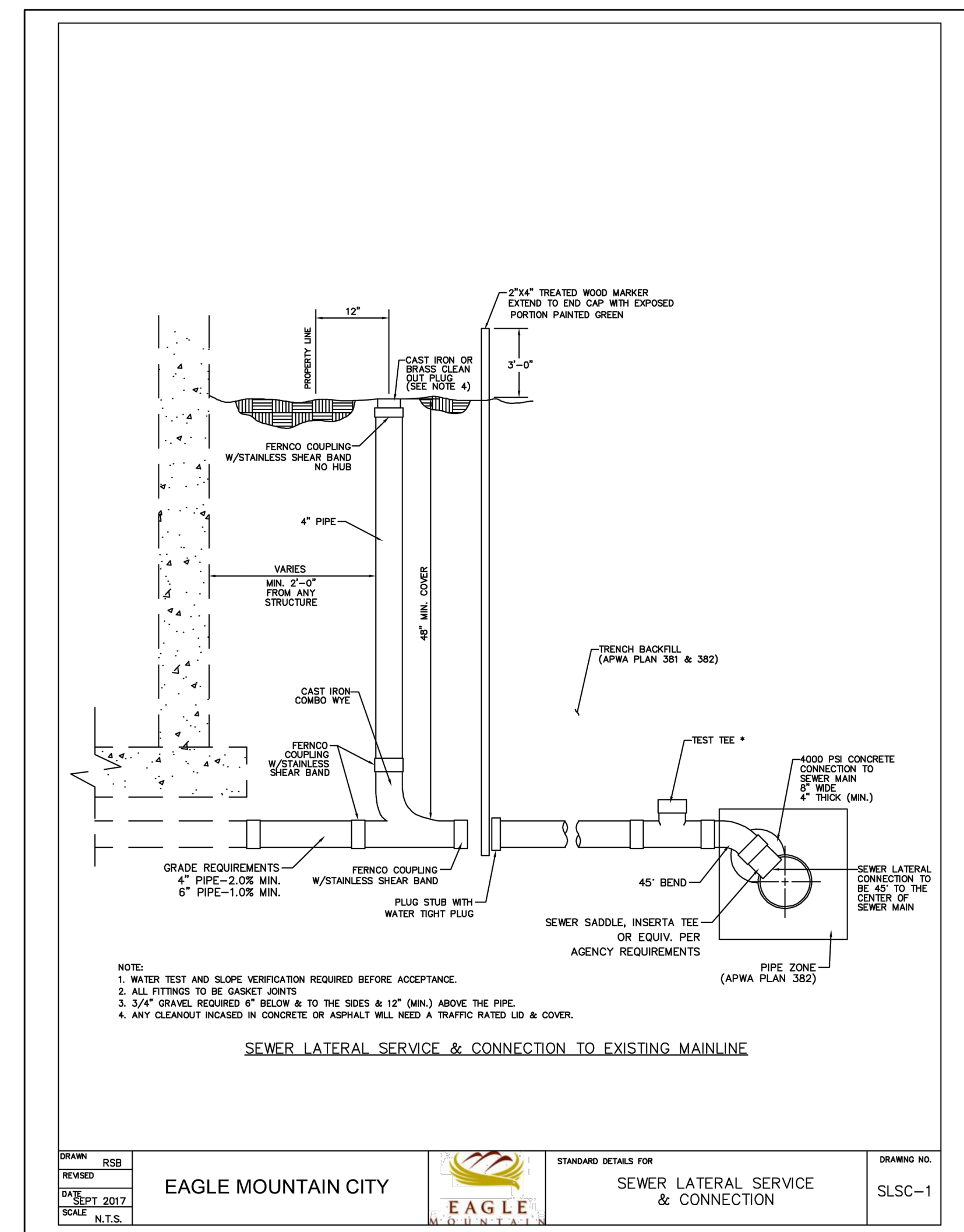
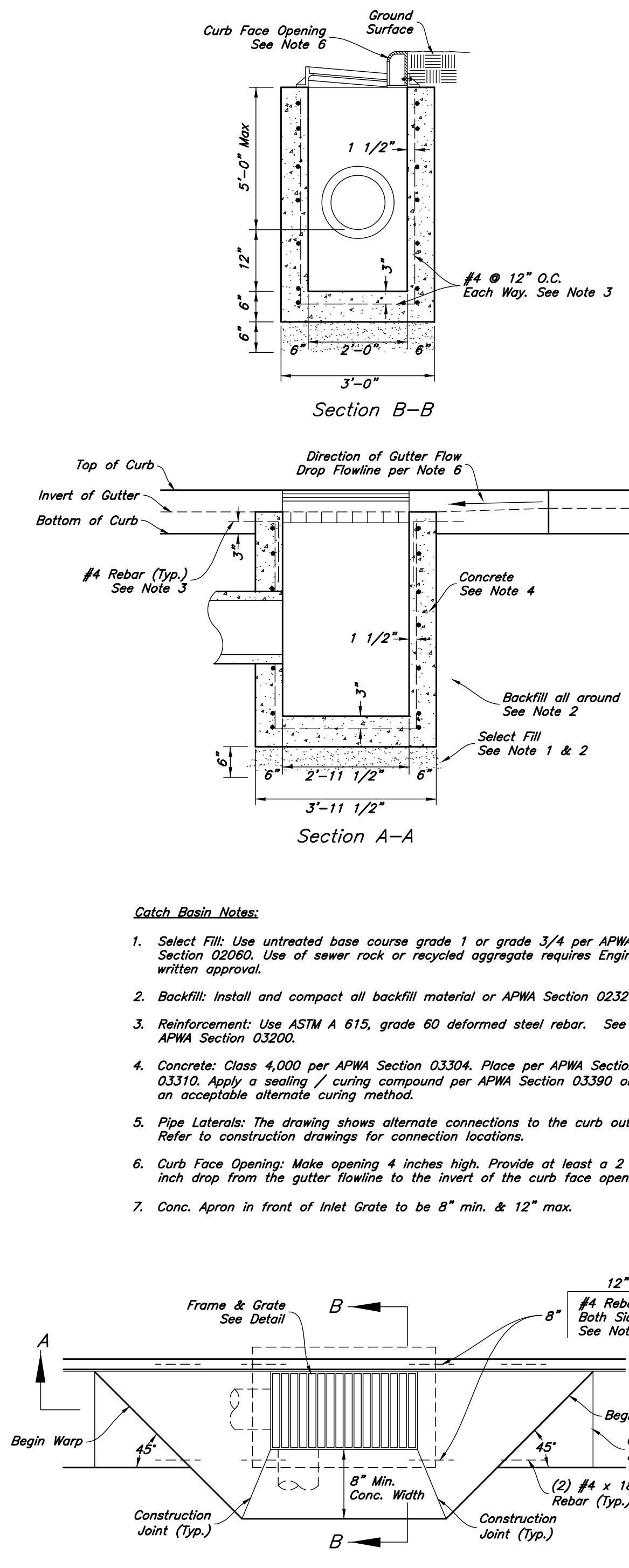
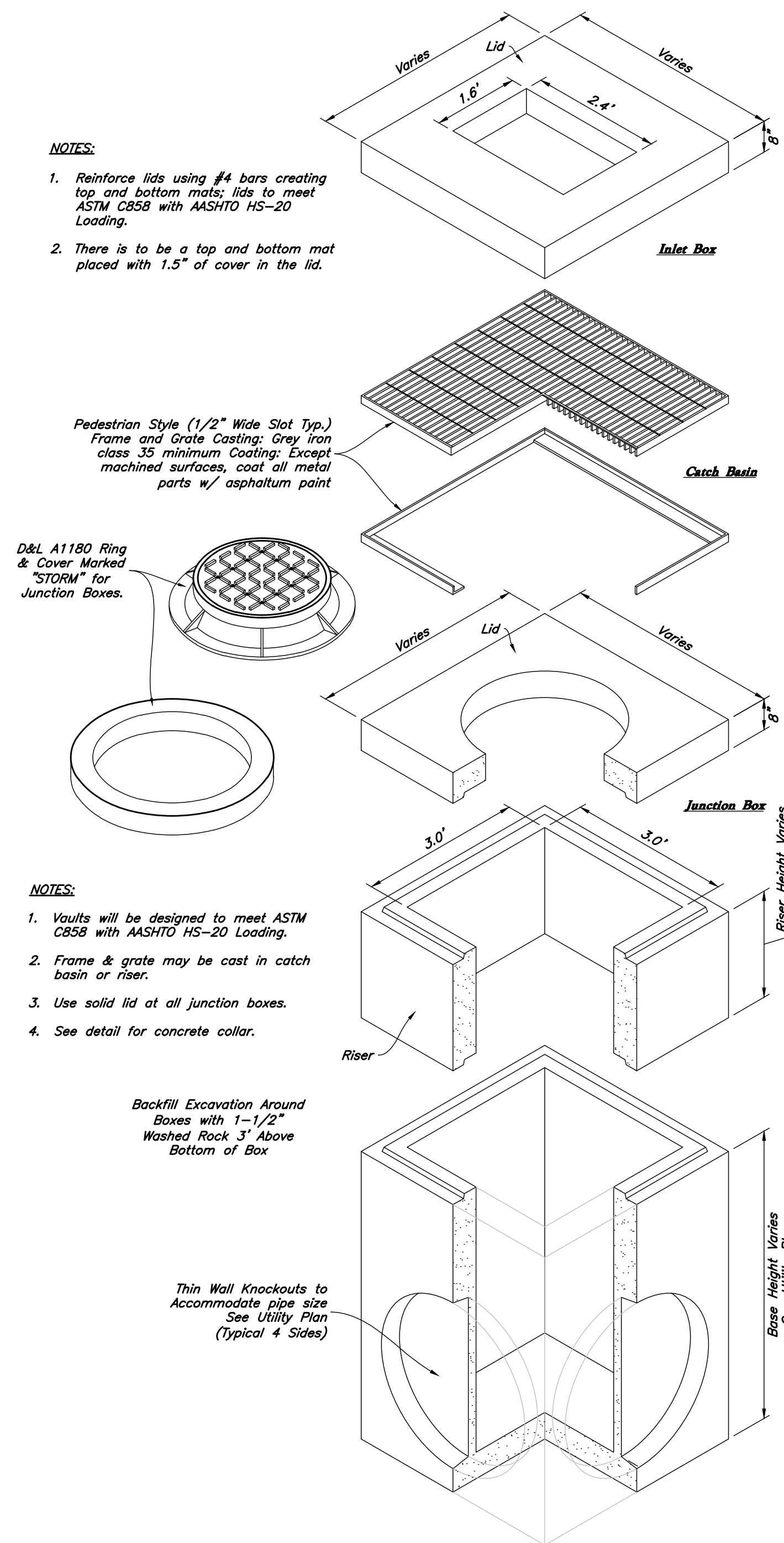
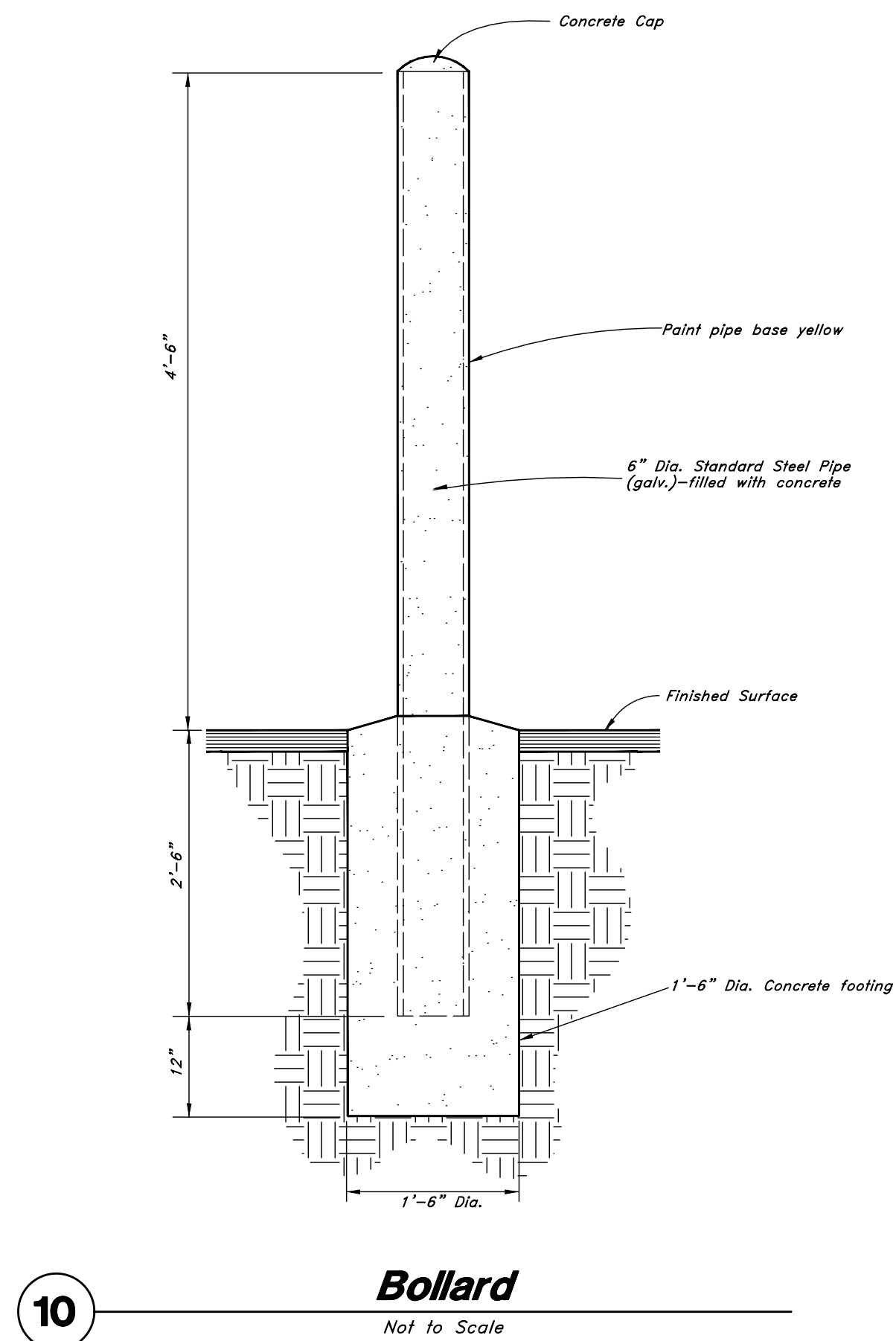
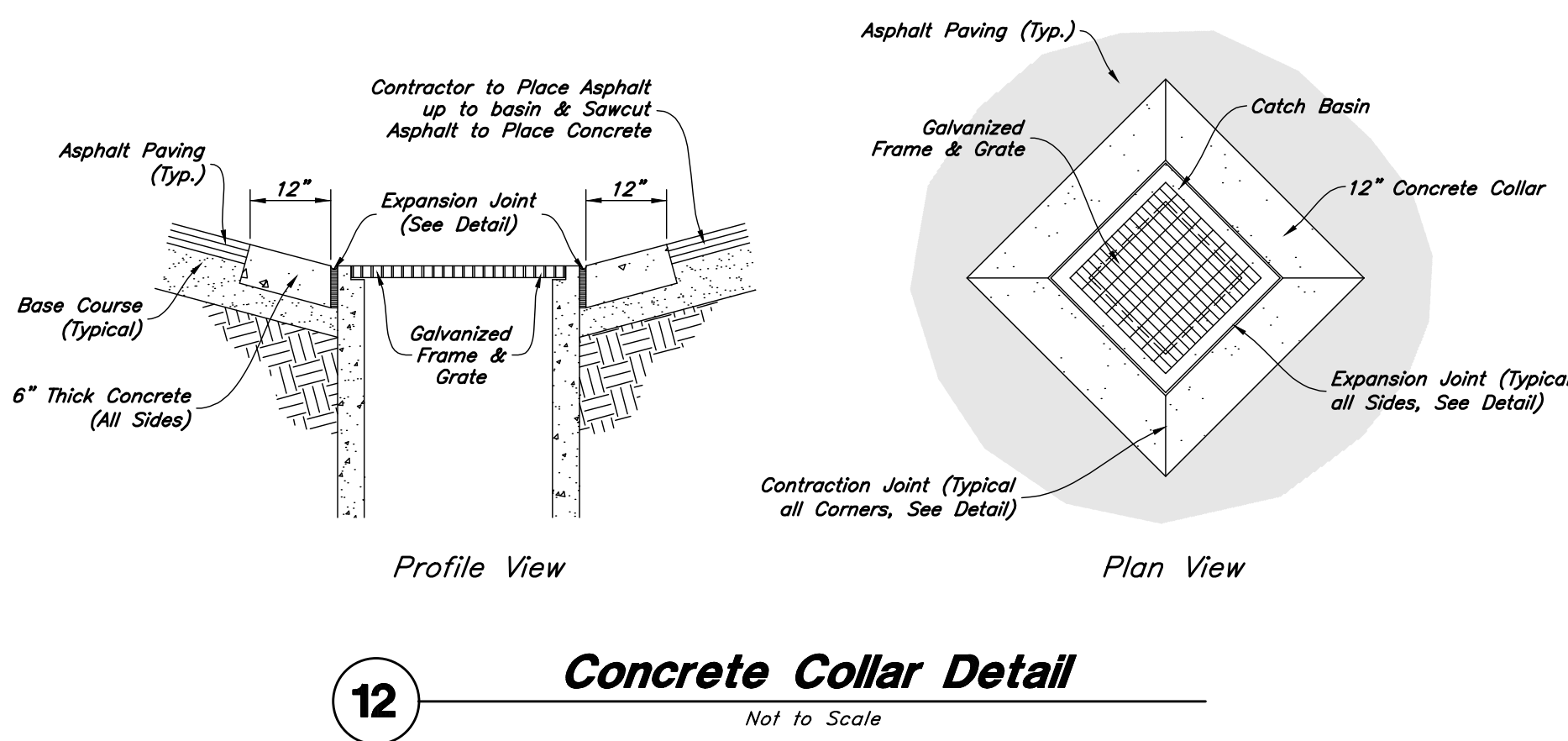
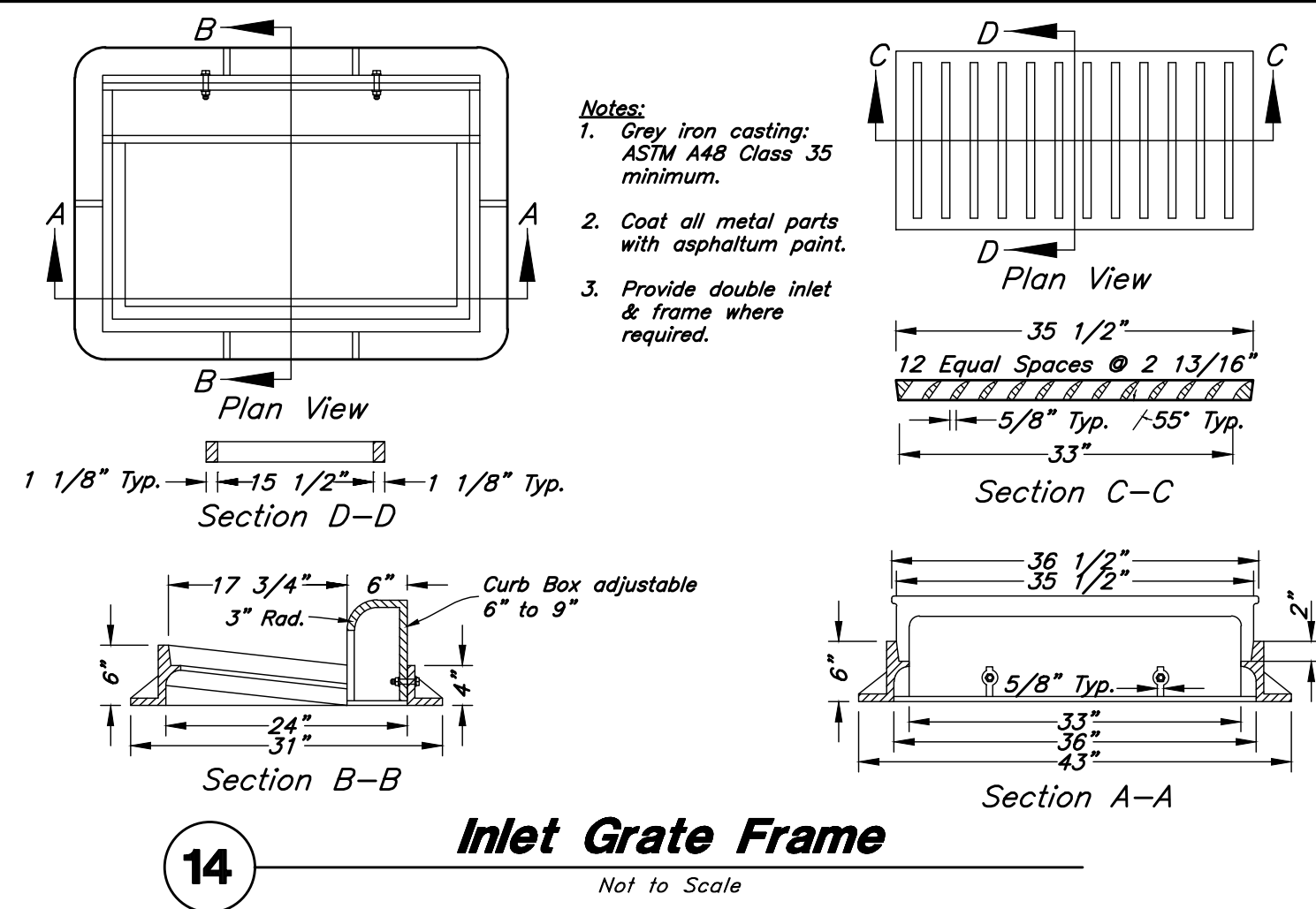
1307 E. Eagle Mountain Boulevard
Eagle Mountain, UT 84005

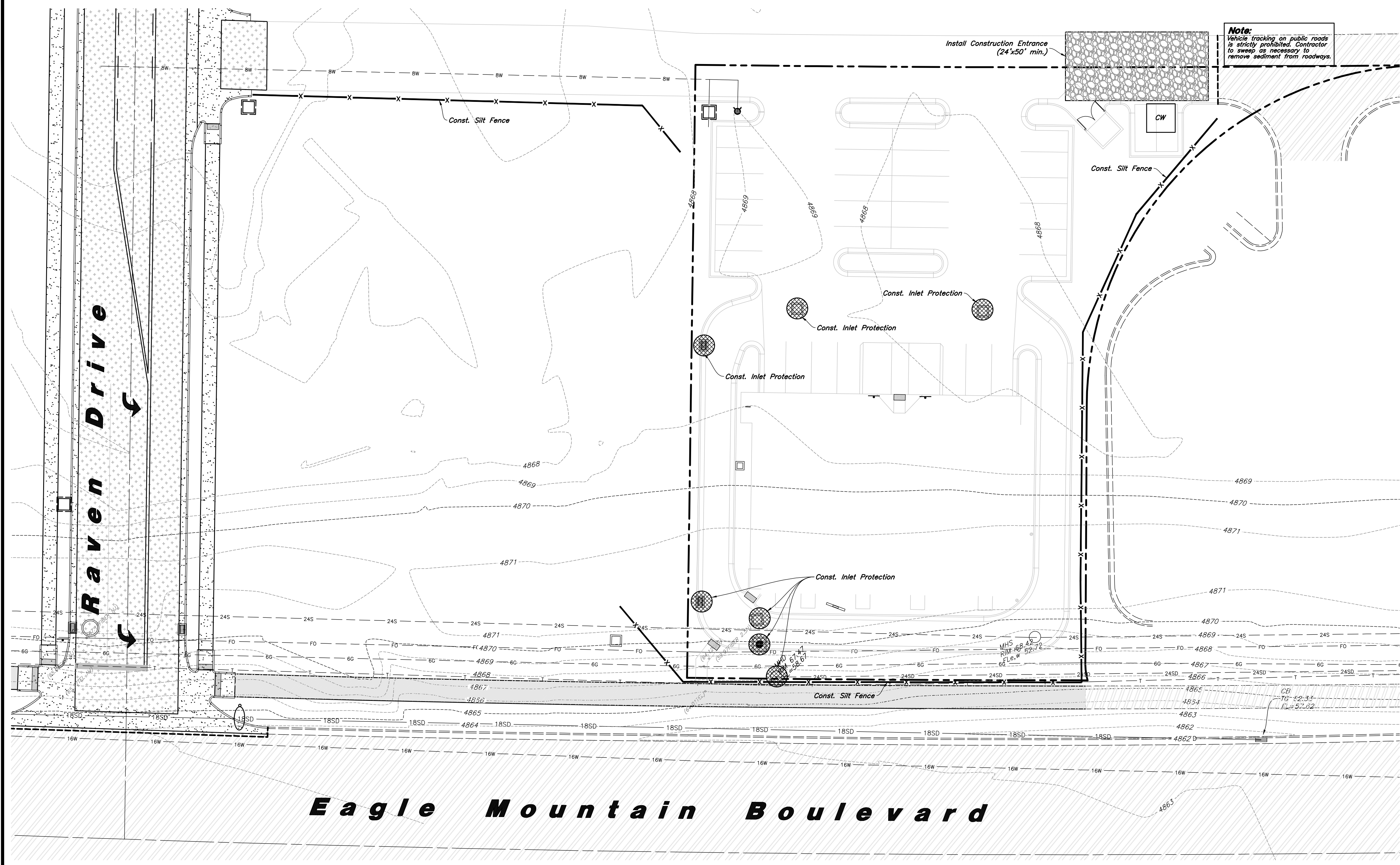


2 Jan, 2024

SHEET NO.

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Legend

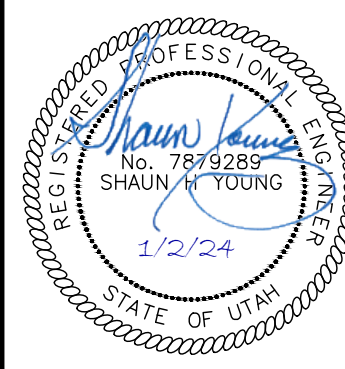
- Place Inlet Protection at all Inlet Locations to prevent boxes from silting.
- Silt Fence
- Limit of Disturbance
- Construction Entrance / Truck Wash (50'x24' Min.)
- Concrete Washout Area
- Portable Toilet
- Gravel Sock
- Existing Contour
- Existing Spot
- Proposed Contour

Erosion Control Notes

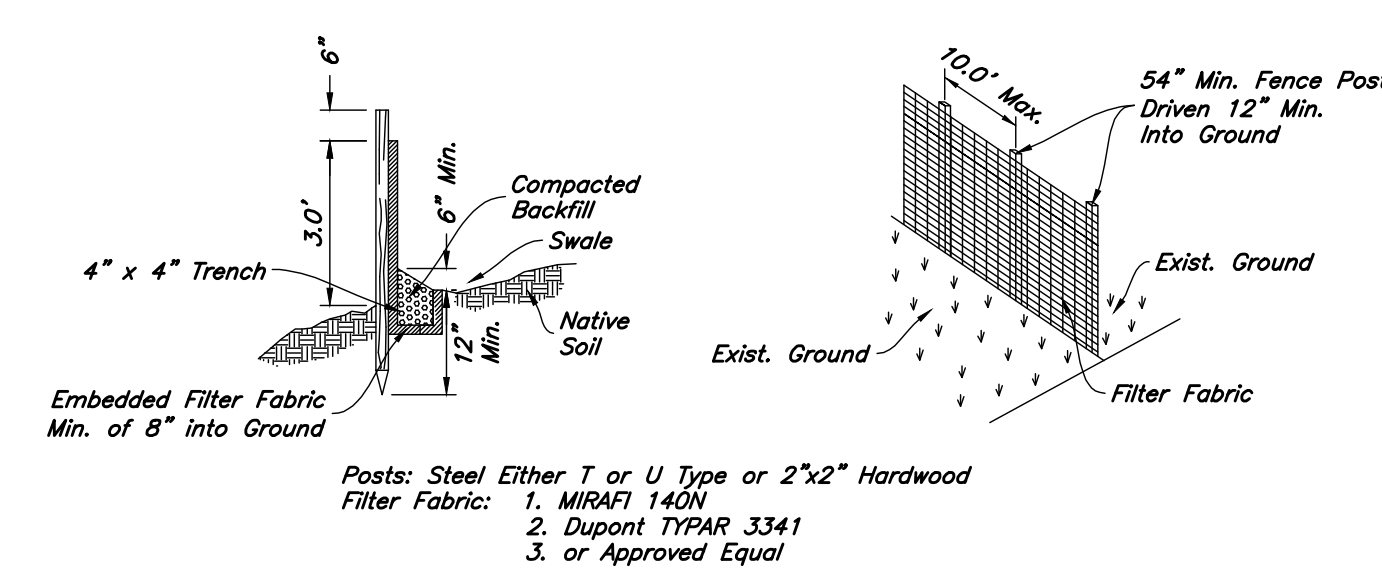
- Storm water will be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
- The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.
- All Construction equipment will enter thru Designated Construction Entrances.
- Coordinate Entrance locations with the local jurisdiction.
- Inlet Protection Devices and Barriers shall be Repaired or Replaced if they Show Signs of Undermining or Deterioration.
- Silt Fences shall be Repaired to their Original Conditions if Damaged. Sediment shall be Removed from Silt Fences when it Reaches one-half the Height of the Silt Fence.
- The Construction Entrances shall be Maintained in a Condition which will Prevent Tracking or Flow of Mud onto Public Right-of-Way. This may Require Periodic Top Dressing of the Construction Entrances as Conditions Demand.
- All Materials Spilled, Dropped, Washed or Tracked from Vehicles onto Roadways or into Storm Drains must be Removed Immediately.
- Due to the Grade Changes During the Development of the Project, the Contractor shall be Responsible for Adjusting the Erosion Control Measures (Silt Fences, Inlet Protection, Etc...) to Prevent Erosion.
- Contractor shall use Vehicle Tracking Control at all Locations where Vehicles will Enter or Exit the Site. Control Facilities will be Maintained while Construction is in Progress, Moved when Necessary and Removed when the Site is Paved.
- Inlet Protection Devices shall be Installed Immediately upon Individual Inlets becoming Functional. Inlet Protection is to meet or exceed ASTM D8057.
- This Document is Fluid Allowing for Changes, Modifications, Updates and Alternatives. It is the Responsibility of the Contractor to Keep Record of all Alterations made to the Erosion Control Measures Implemented for the Project on this Plan and in the Storm Water Pollution Prevention Plan.
- Cover Exposed stockpiles of soils, construction and landscaping materials with heavy plastic sheeting.
- Re-vegetate areas where landscaping has died or not taken hold.
- Divert storm water runoff around disturbed soils with berms or dirt swales.
- Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).
- Contractor is responsible for obtaining a fugitive dust control permit through the Division of Air Quality. All responsibilities relating to the production of the dust control plan shall be the responsibility of the Contractor.



Erosion Control Plan
The Marketplace at
Eagle Mountain Town Center Lot 303
1307 E. Eagle Mountain Boulevard
Eagle Mountain, UT 84005

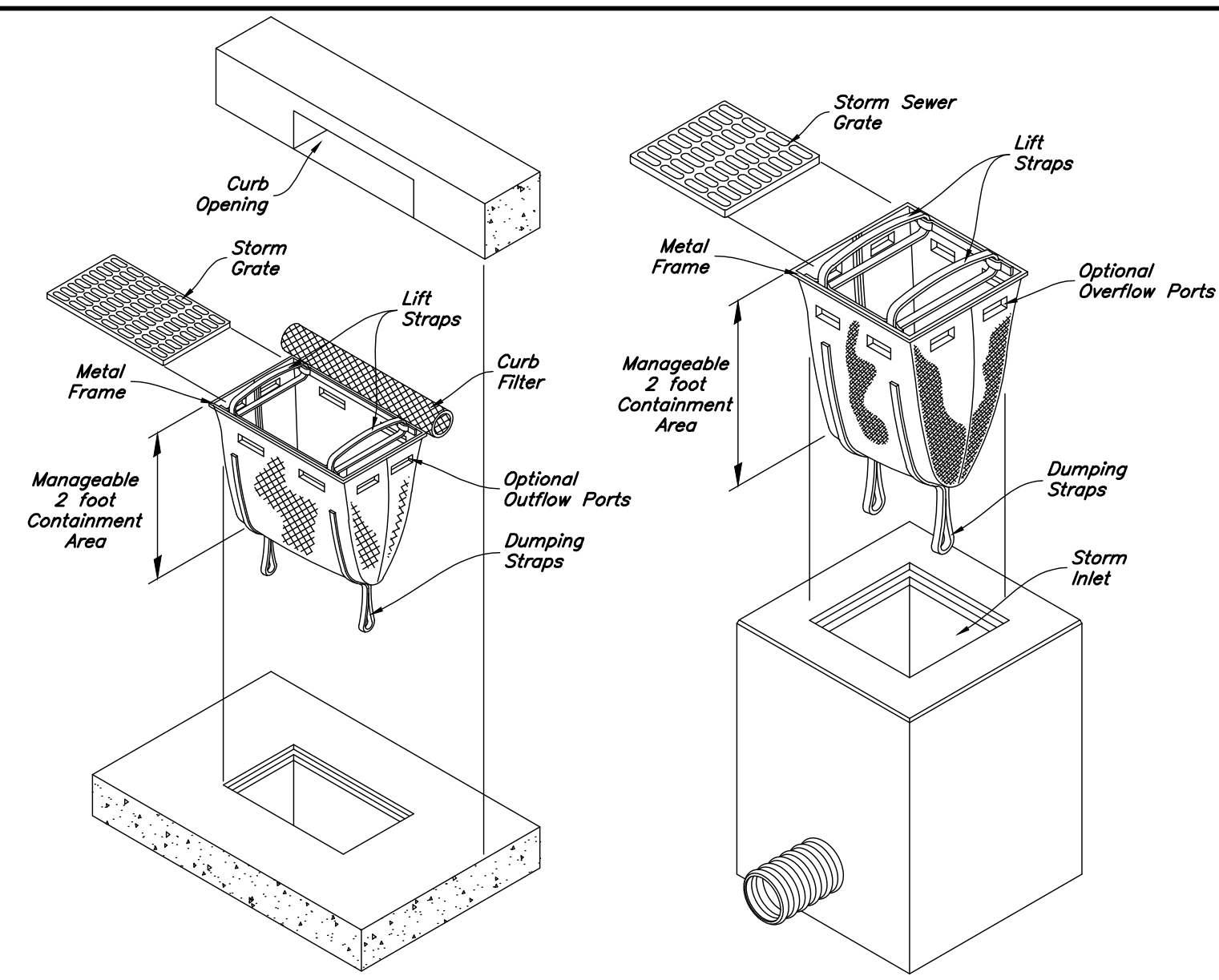


2 Jan, 2024
SHEET NO.
C5.1

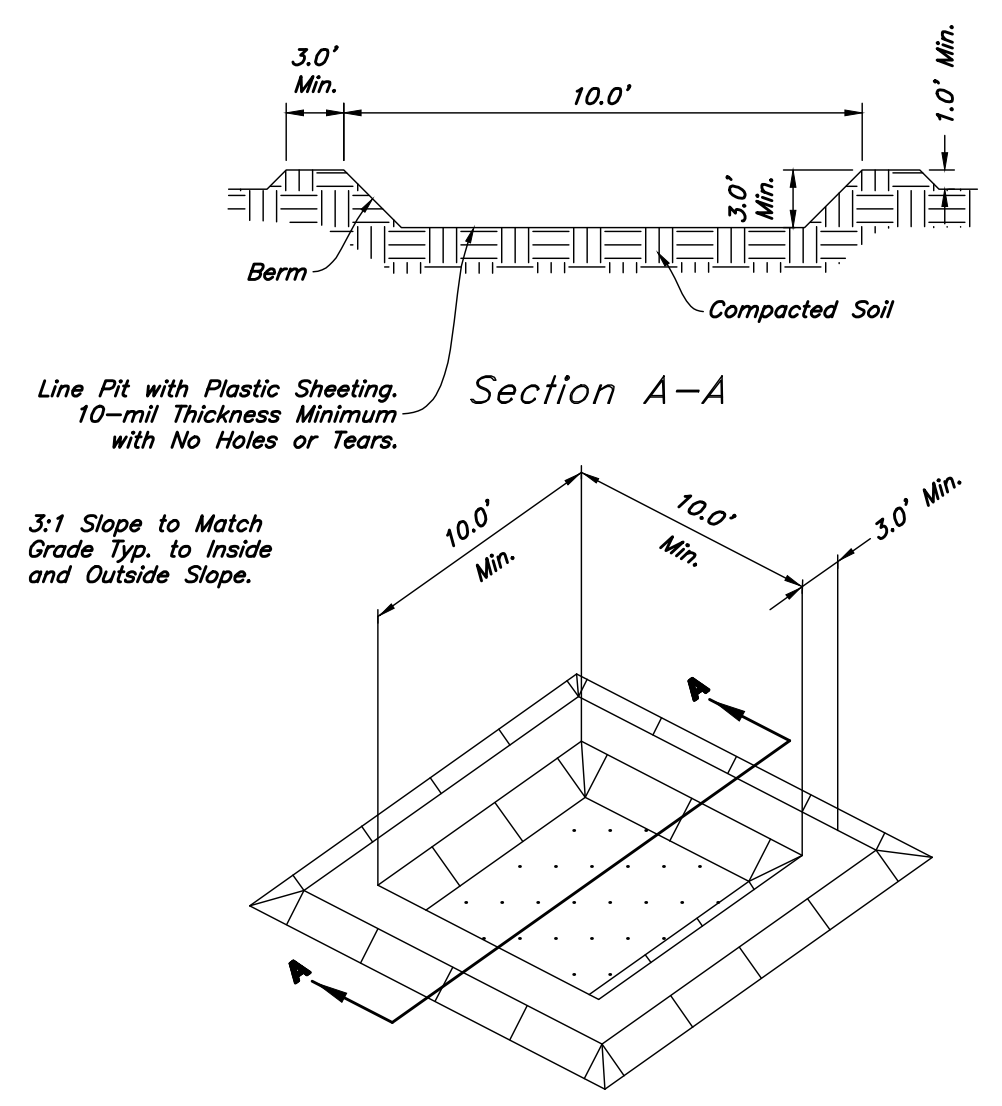


- Notes:
- Filter cloth to be fastened securely to fence posts with wire ties or staples.
 - When two sections of filter cloth adjoin each other they shall be overlapped by six inches and folded.
 - Collected material shall be removed when "bulges" develop in the silt fence.

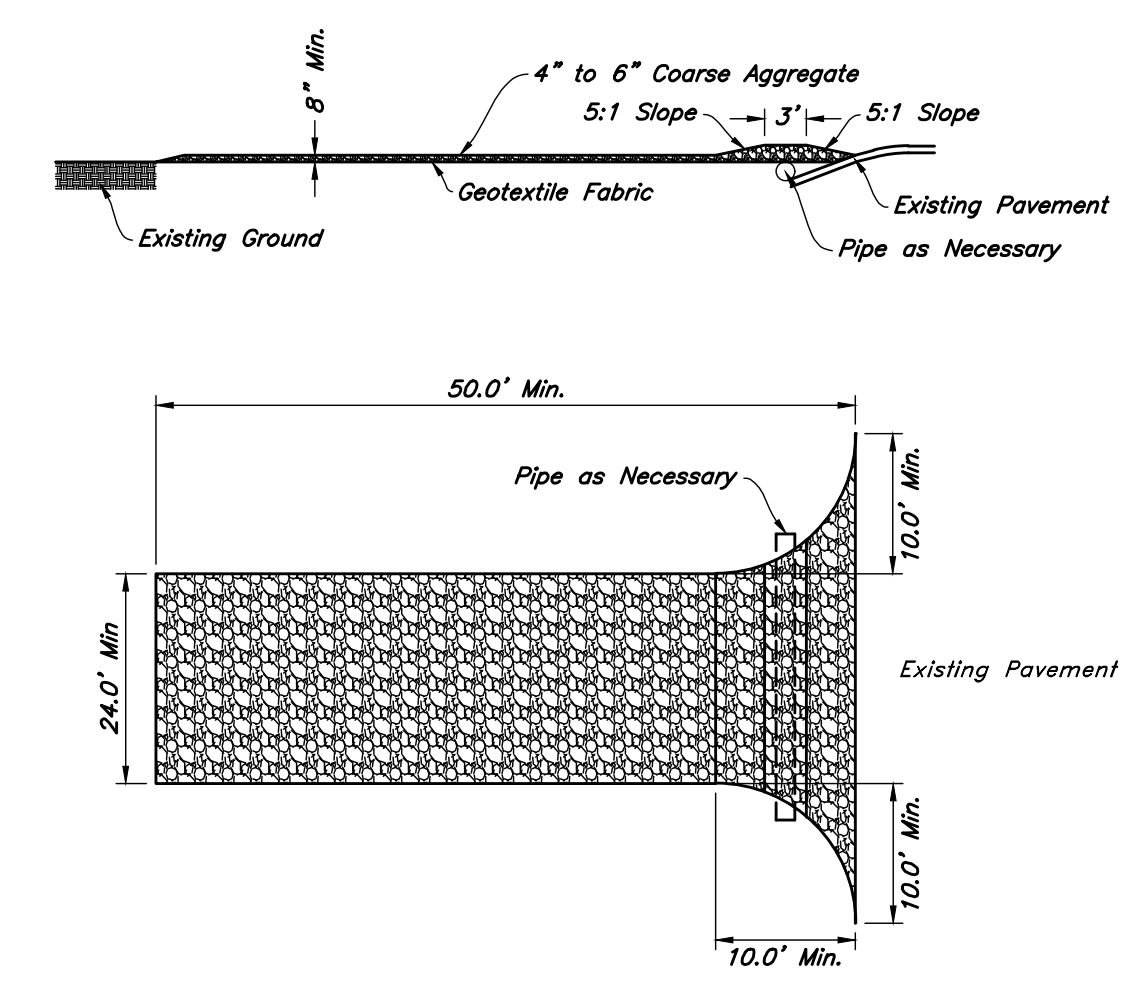
Silt Fence Section
Not to Scale



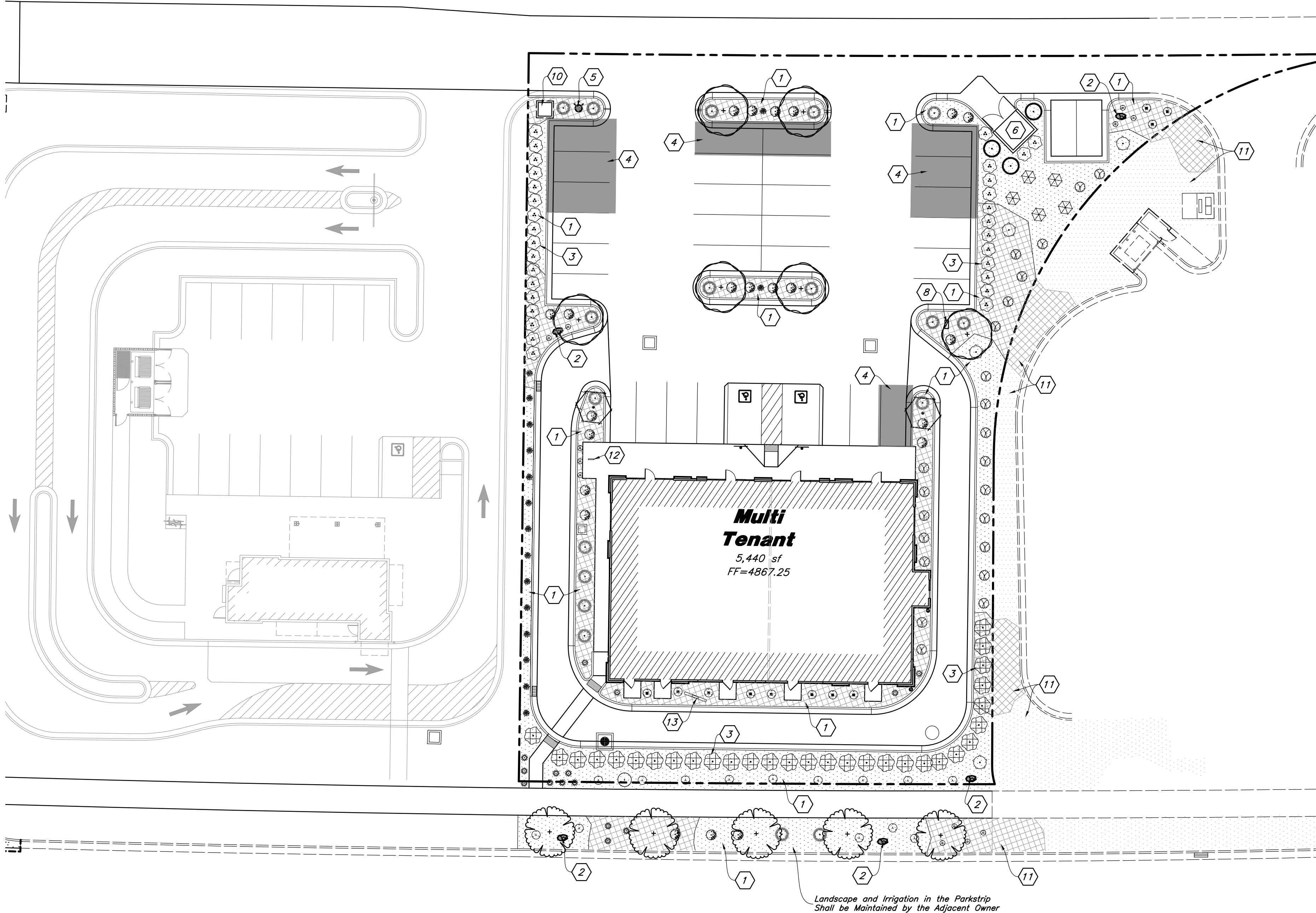
Dandy Sack with Frame Inlet Protection
Not to Scale



Concrete Washout
Not to Scale



Stabilized Construction Entrance
Not to Scale



Landscape Data
Site Area = 32,646 s.f. (0.749 ac.)
Landscape Area Provided = 7,436 s.f. (22.8%)
Lawn Area = 0 s.f. (0%)
Xeriscaping = 7,436 s.f. (100%)
Eagle Mtn. Blvd. Frontage = 140 Lf.
Eagle Mtn. Blvd. Trees Required = 5 Trees (5 Provided)
50% of Landscape Area Shall be Live Vegetation
Drought Tolerant Plant Material = 178/209 (85%)
Parking Lot Area = 15,124 s.f. @ 4" Depth
Parking Lot Snow Storage Required = 5,041 c.f. (Provided)
Parking Lot Snow Storage Provided = 1,702 s.f. @ 8.9' High +

Scale: 1" = 20'

PLANT SCHEDULE All Plant Material Has Been Selected From the West Jordan Conservation Garden Park Plant List

	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	WATER REQUIREMENT
	5	Acer grandidentatum 'Schmidt' / Rocky Mountain Glow Maple	2" Cal. / 6-8' Ht.	20' (H) x 15' (W)	Low
	3	Pinus nigra 'Arnold Sentinel' / Arnold Sentinel Austrian Pine	6-8' Ht.	15' (H) x 6' (W)	Low
	2	Quercus robur 'Fastigiata' / Skyrocket English Oak	2" Caliper	25' (H) x 10' (W)	Low
	6	Zelkova serrata 'Village Green' / Village Green Japanese Zelkova	2" Cal. / 6-8' Ht.	30' (H) x 20' (W)	Low
	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	WATER REQUIREMENT
	11	Berberis thunbergii 'Crimson Pygmy' / Crimson Pygmy Barberry	5 gal	20" (H) x 22" (W)	Low
	30	Caragana frutex 'Globosa' / Globe Russian Peashrub	5 gal	48" (H) x 48" (W)	Very Low
	23	Caryopteris x clandonensis 'CT-9-12' / Beyond Midnight Bluebeard	5 gal	30" (H) x 48" (W)	Low
	31	Physocarpus opulifolius 'Donna May' / Little Devil Dwarf Ninebark	5 gal	48" (H) x 48" (W)	Low
	4	Pinus mugo 'Slowmound' / Slowmound Mugo Pine	5 gal	24" (H) x 24" (W)	Low
	22	Spiraea betulifolia 'Tor' / White Frost Birchleaf Spirea	5 gal	30" (H) x 30" (W)	Low
	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	WATER REQUIREMENT
	18	Juniperus sabina 'Buffalo' / Buffalo Juniper	5 gal	8" (H) x 60" (W)	Low
	5	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal	8" (H) x 60" (W)	Low
	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	WATER REQUIREMENT
	15	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama	5 gal	50" (H) x 20" (W)	Low
	16	Calamagrostis x acutiflora 'Karl Foerster' / Karl Forester Grass	5 gal	24" (H) x 24" (W)	Low
	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	WATER REQUIREMENT
	12	Achillea x 'Moonshine' / Moonshine Yarrow	2 gal	18" (H) x 18" (W)	Low
	14	Lavandula angustifolia 'Betty's Blue' / Betty's Blue English Lavender	2 gal	12" (H) x 24" (W)	Low

- Landscape Notes:**
- See Sheet L3.1 for Planting Details.
 - All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. See Sheet L2.1 for Irrigation Layout. See Sheet L3.1 for Irrigation Details.
 - Adjust Plant Material as Needed to Accommodate New and Existing Utilities.
 - Prior to Installing Stone, Apply an Application of Pre-emergent Herbicide.
 - See Landscape Notes for Details regarding Landscape Maintenance Period.

- Landscape Keynotes**
- Install Shrub Planter with Weed Barrier, Decorative Stone, and Plant Material; See Material Sch. for Stone Type.
 - Install Landscape Boulder
 - Drive-Thru and Parking Lot Planting Screen to Screen Headlights from Leaving the Site; Planting Screen Shall Consist of a 42" High Shrub Hedge
 - Snow Storage Area; See Landscape Data Table for More Info.
 - New Fire Hydrant - See Civil Plans; Evenly Space Plant Material Around Light Poles
 - Dumpster Enclosure with Plant Screening
 - New Elect. Transformer; Adjust Plant Material as Needed to Allow Access to Transformer
 - Irrigation Backflow Preventer - See Irrigation Plan for More Detail; Adjust Plant Material for Exact Location; Center Backflow Between Plant Material and Away From Back of Curb to Avoid a Conflict with a Vehicle Bumper
 - New Light Pole - See Site Elect. Plans; Adjust Plant Material as Needed and Evenly Space Plant Material Around Light Poles
 - Water Meter for Building and Irrigation - See Utility Plan for More Detail
 - New Landscape Shall Blend and Connect with Adjacent Lot Landscape
 - Bike Rack - See Civil Plans
 - Menu and Ordering Board - See Arch. Plans; Adjust Plant Material as Needed to Provide Good Visibility

General Landscape Notes:

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

- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from plant and tree pit and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
- Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil pep, and shall be mixed at the planting hole. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed. Fine ground wood mulch shall be installed in the plant well and extend up near the base of the plant. The wood mulch shall be covered with a layer of stone.
- All new plants shall be balled and burlapped or container grown, unless otherwise noted on plant schedule. Container grown trees shall have the container cut and removed. Trees in ball and burlap shall have the strings, burlap or plastic cut and pulled away from the trunk exposing 1/3 of the root ball. For trees in wire baskets, cut and remove the wire basket.
- Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive specified stone over Dewitt Pro5 weed barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas.
- All deciduous trees shall be double staked per tree staking details. Tree stakes shall be wood and ties shall be V.I.T. Cinche Ties #CT32. It is the contractor's responsibility to remove tree staking after one year.
- Bury 2 inches of boulder height into soil, keeping best visual side above ground. Use care to minimize marring and scratching.
- Landscape installer shall repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period. Failures include, but are not limited to, the following: Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond installer's control. Warranty period shall be 12 months and begin at date of final project acceptance.

MATERIAL SCHEDULE

- 1" to 2" Dia. Decorative Stone #1 - Install a Four (4) inch depth over Dewitt Pro5 Weed Barrier; Stone Shall be Used in all Shrub Areas and Washed Prior to Installation; Remove all Soil From Weed Barrier Prior to Laying Stone; Stone Shall be Fractured Earth Tone/Tan Colors From Utah Landscaping Rock (South Towne (Earth Tone Color with a Pink Accent))
- 4" to 8" Dia. Decorative Cobble Stone #2 - Install over Dewitt Pro5 Weed Barrier and Make Sure it Covers Weed Barrier; Carefully Place Around Plant Material; Stone Shall be Used in all Planting Areas and Washed Prior to Installation; Remove all Soil From Weed Barrier Prior to Laying Stone; Stone Shall be From Utah Landscaping Rock (South Towne (Earth Tone Color with a Pink Accent))
- Landscape Accent Boulders - Boulders Shall be 3-4' in Diameter, Fractured and Match Proposed Stone; Boulders Shall be Recessed into the Stone Two (2) Inches and Not Set on Top of Stone; No Boulder Shall be Placed Adjacent to a Curb Where a Car Could Potential Hit With Bumper

Landscape Maintenance:

- The Site Owner will Install and Maintain all Landscaping/Irrigation Adjacent Along Eagle Mountain Boulevard.

Landscape Plan

The Marketplace at
Eagle Mountain Town Center Lot 303
1307 E. Eagle Mountain Boulevard
Eagle Mountain, UT 84005

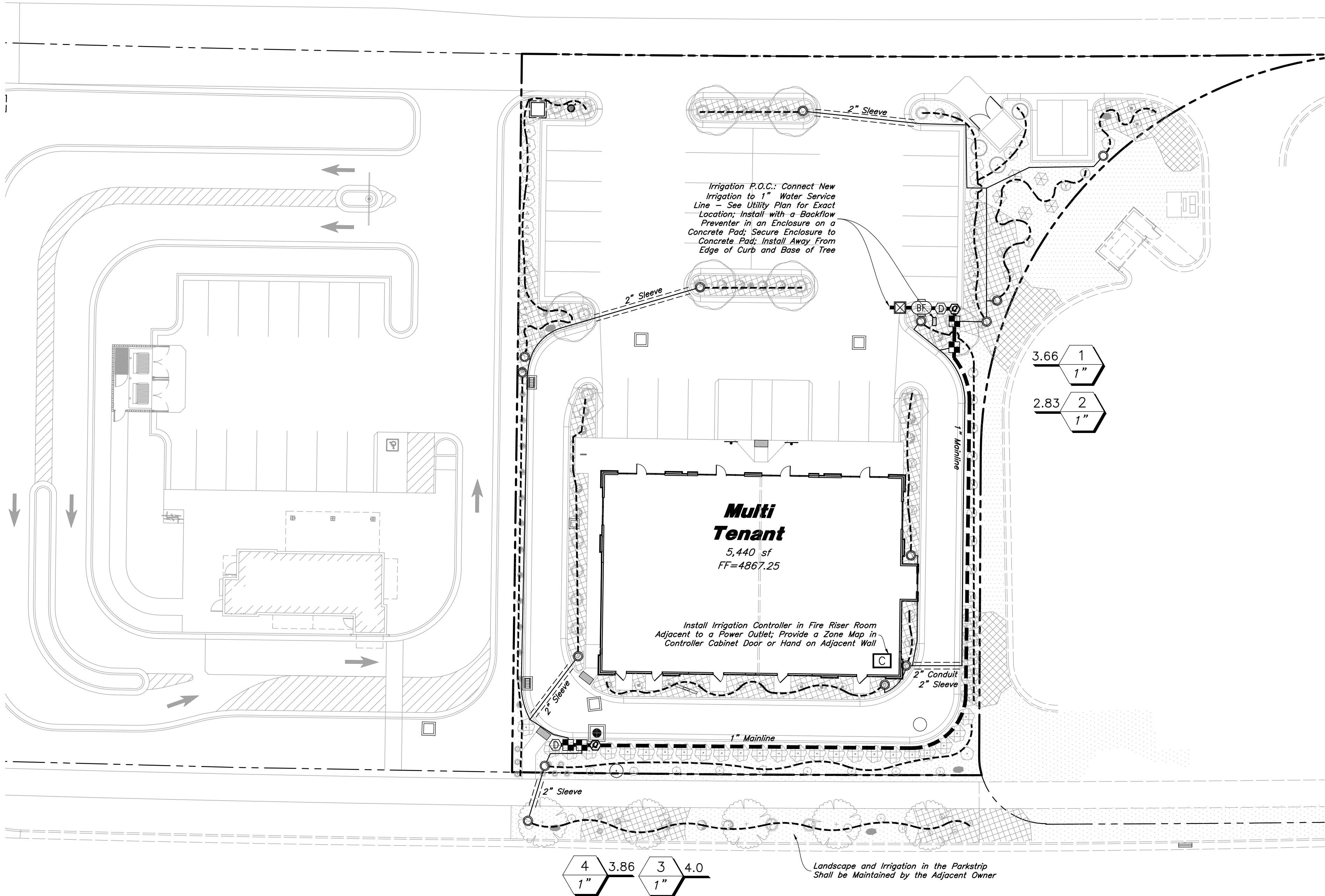


2 Jan, 2024

SHEET NO.

L1.1





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

Irrigation Notes

- See Sheet L1.1 for Plant Layout and Sheet L3.1 for Planting Details.
- See Sheet L3.1 for Irrigation Details.
- The City Reported a Water Pressure Range of 86-100 psi in the Area. The City Suggests that the Irrigation System Shall be Designed in the Range of 40-60 psi to Accommodate for Future Water Usage Growth in the City. The Irrigation is Design for 60 psi and Requires a Minimum of 49 psi.

IRRIGATION SCHEDULE

Symbol	Manufacturer/Model #	Description	Notes	Detail
Valves				
	Rain Bird XZC-100-PRB-COM	Drip Control Zone Kit	1 Inch Size; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	15/L3.1
	Rain Bird 44RC	Quick Coupler Valve with Swing Joint	1 Inch Size; Install in 10" Round Valve Box with 3" Depth of Gravel over Weed Barrier	7/L3.1
	Matco-Norca 759	Manual Drain Valve	1/2" Inch Size; Install at End of Mainline in a 10" Round Valve Box with 6" Depth Sump of Gravel Over Weed Barrier	9/L3.1
Drip				
		Provide Connection Fittings	Install 1" Feeder Line To All Drip Areas	16/L3.1
	Netafim TLHCVR11-12XX	Techline Copper Dripline with 1.16 gph Emitters @ 12" Spacing; Dripline Shall be Used to Water all Perennials, Shrubs, Ornamental Grasses and Trees; See Drip Irrigation Detail for Dripline Configuration and Layout; Blank Tubing Shall be Used in Areas Where There is No Plant Material; Install per Manufacturer's Specifications; Drip Shall be Installed After Plant Installation; Secure Tubing with Staples No Less Than Every 24 Inches & at Critical Holding Points; Tubing with Emitters Shall be Installed Under Weed Barrier so That the Water Drips on the Soil and not on Top of Weed Barrier		6/L3.1 10/L3.1
P.O.C. Components				
	Mueller Oriseal Mark II	Stop and Waste Valve	1 Inch Size; Install in 10" Round Valve Box with Weed Barrier and Gravel Sump	14/L3.1
	Wilkins 375XL Series	Reduce Pressure Backflow Assembly	1 Inch Size; Backflow Preventer Shall be Properly Installed and Tested to Meet all State and Local Health and Safety Laws and Ordinances; Install in GuardShack Enclosure (#GS-2) on Paired Concrete Pad with Frost Guard (FG-2) and 2 Locks (GS-AWPKA); Enclosure Color Shall be Tan	12/L3.1
Pipes				
	Schedule 40 PVC	Mainline Pipe	1 Inch Size; Control Wiring Shall be Tucked Under Mainline for Protection; Schedule 80 Fittings Shall be Used for Mainline Components	8/L3.1
	Schedule 40 PVC	Lateral Line Pipe	See Plan for Pipe Sizes; Pipes Unmarked Shall be 1 Inch; Minimum Pipe Size Shall be 1 Inch for PVC Pipe	8/L3.1
Controller				
	Rain Bird ESPAMEI	4 Station Base Indoor Controller	See Plan for Location of Controller; Coordinate Power Supply With Building Electrical Contractor	11/L3.1
Sleeving				
	Schedule 40 PVC	Provide for Irr. Mainlines, Laterals, and Controller Wire Located under Concrete and Asphalt Paving at specified depths	Contractor shall Coordinate the Installation of Sleeving with the Installation of Concrete Flatwork and Asphalt Paving. All Sleeving is by the Landscape Contractor unless otherwise noted.	13/L3.1

Eagle Mountain Boulevard

General Irrigation Notes:

- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
- The irrigation contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- The Owner/Landscape Architect has the right to reject any and all irrigation material not conforming to the plans and specifications.
- The contractor shall install all irrigation material per plan, notes and details.
- Irrigation system components must be premium quality only and installed to manufactures requirements and specifications. The contractor is responsible for checking state and local laws for all specified materials and workmanship. Substitutions must be approved by landscape architect. Provide owner and maintenance personnel with instruction manual and all products data to operate, check, winterize, repair, and adjust system.
- Irrigation installer shall repair or replace irrigation components and accessories that fail in materials and workmanship within specified warranty period. The warranty shall be 12 months and shall begin with final project acceptance.
- Irrigation system check must be done before the system is backfilled. Irrigation mainline and each control valve section must be flushed and pressure checked. Assure the complete system has no documented problems and full head to head coverage with adequate pressure for system operation. Adjust system to avoid spray on building, hardscape, and adjacent property. Any problems or plan discrepancies must be reported to the landscape architect.
- Irrigation laterals must be schedule 40 P.V.C. with schedule 40 fittings, one (1) inch minimum size. Solvent weld all joints as per manufactures specifications for measured static p.s.i. Teflon tape all threaded fittings. The minimum depth of lateral lines shall be twelve (12) inches. Adapt system to manual compression air blowout.
- Irrigation mainline that are 2" and smaller mainlines shall be schedule 40 PVC pipe with schedule 80 fittings. Solvent weld all joints as per manufactures specifications for measured static pressure. Use teflon tape on all threaded joints. Line depth must be twenty-four (24) inches minimum.
- Design locations are approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100(%) percent irrigation coverage of areas indicated.
- Controller valves to be grouped together wherever possible. Install valve boxes with long side perpendicular to walk, curb, lawn, building or landscape features. Valve boxes to conform with finish grades.
- Control valve wire shall be #14 single conductor: white for common wire, red for hot wire and blue for the spare wire. Provide (2) two spare wire that run the length of the mainline and to the controller. All wiring shall be UF-UL rated. All connections shall be made with water tight connectors (DBR/Y or equivalent) and contained in control valve boxes. Provide 36" extra wire length at each remote control valve in valve box. Install control wiring with main service line where possible. Provide slack in control wires at all changes in direction.
- Control valve size, type, quantity, and location to be approved by landscape architect. Install in heavy duty plastic vandal proof box. Size boxes according to valve type and size for ease of maintenance and repair. Install one (1) cubic feet of pea gravel for sump in base of boxes. Boxes to be Carson Brooks or equal.
- Quick couplers shall be a Rain Bird 44RC with a one inch Lasco unitized swing joint assembly. Support with rebar in each retainer lug. Install where shown on the plans.
- Irrigation system backfill must occur only after system check is completed as specified. Use only rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations.

- All irrigation pipe running through walls, under sidewalk, asphalt, or other hard surface shall be sleeved prior to paving. It is the irrigation contractors responsibility to coordinate sleeving with concrete and pavement contractors. Sleeves will be schedule 40 P.V.C. The depth for mainline sleeves shall be twenty-eight (28) inches minimum. Depth for lateral sleeves shall be sixteen (16) inches minimum. Sleeves shall be a minimum of two sizes larger than the pipe to be sleeved. All valve wiring shall be contained in separate sleeving.
- Plans are diagrammatic and approximate due to scale. where possible, all piping is to be installed within the planting areas. No tees, els, or changes in direction shall occur under hardscape.
- It is the contractors responsibility to verify all quantities based upon the plan prior to completion of a construction cost estimate.
- Drip system piping shall consist of a rigid schedule 40 PVC pipe distribution system connecting drip irrigated planter areas. Poly tubing or drip line shall be run off the rigid PVC in each planting area or island with a PVC to poly tubing adapter. No poly tubing shall run under pavement.
- Electrical power source at the controller location shall be provided by electrical contractor. Contractor shall verify location of controller prior to installation with owner.
- Provide and install all manufacturer's recommended surge and lighting protection equipment on all controllers.
- All lines shall slope to manual drains (see details). If field conditions necessitate additional drains, these drains shall be installed for complete drainage of the entire system. Provide a gravel sump under each drain. All drains shall be a minimum of 6" below grade.
- Upon completion and approval of irrigation system, irrigation contractor to provide the owner with one set of drawings indicating actual location of piping, valves, sprinkler heads, wiring, and zones.
- An irrigation zone map shall be provided in a protective jacket and be kept with the main irrigation controller. The map shall show all approved irrigation and include all zone valve locations.

Landscape Maintenance:

- The Site Owner will Install and Maintain all Landscape/Irrigation Adjacent Along Eagle Mountain Boulevard.



Irrigation Plan
The Marketplace at
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1307 E. Eagle Mountain Boulevard
Eagle Mountain, UT 84005



2 Jan, 2024

SHEET NO.

L2.1

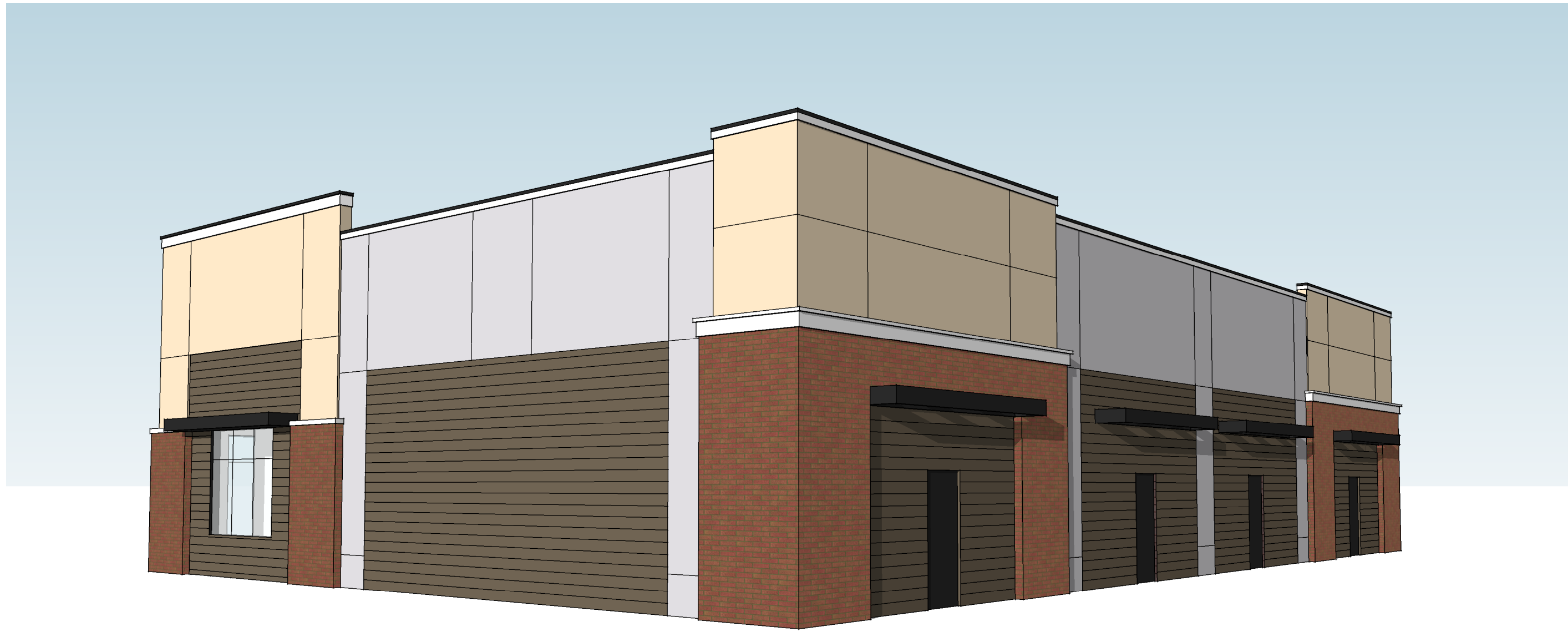




NORTHEAST ELEVATION



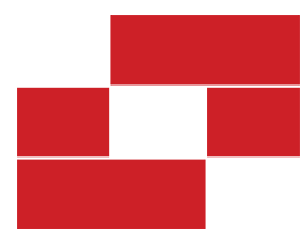
NORTHWEST ELEVATION



SOUTHWEST ELEVATION



SOUTHEAST ELEVATION



Babcock Design

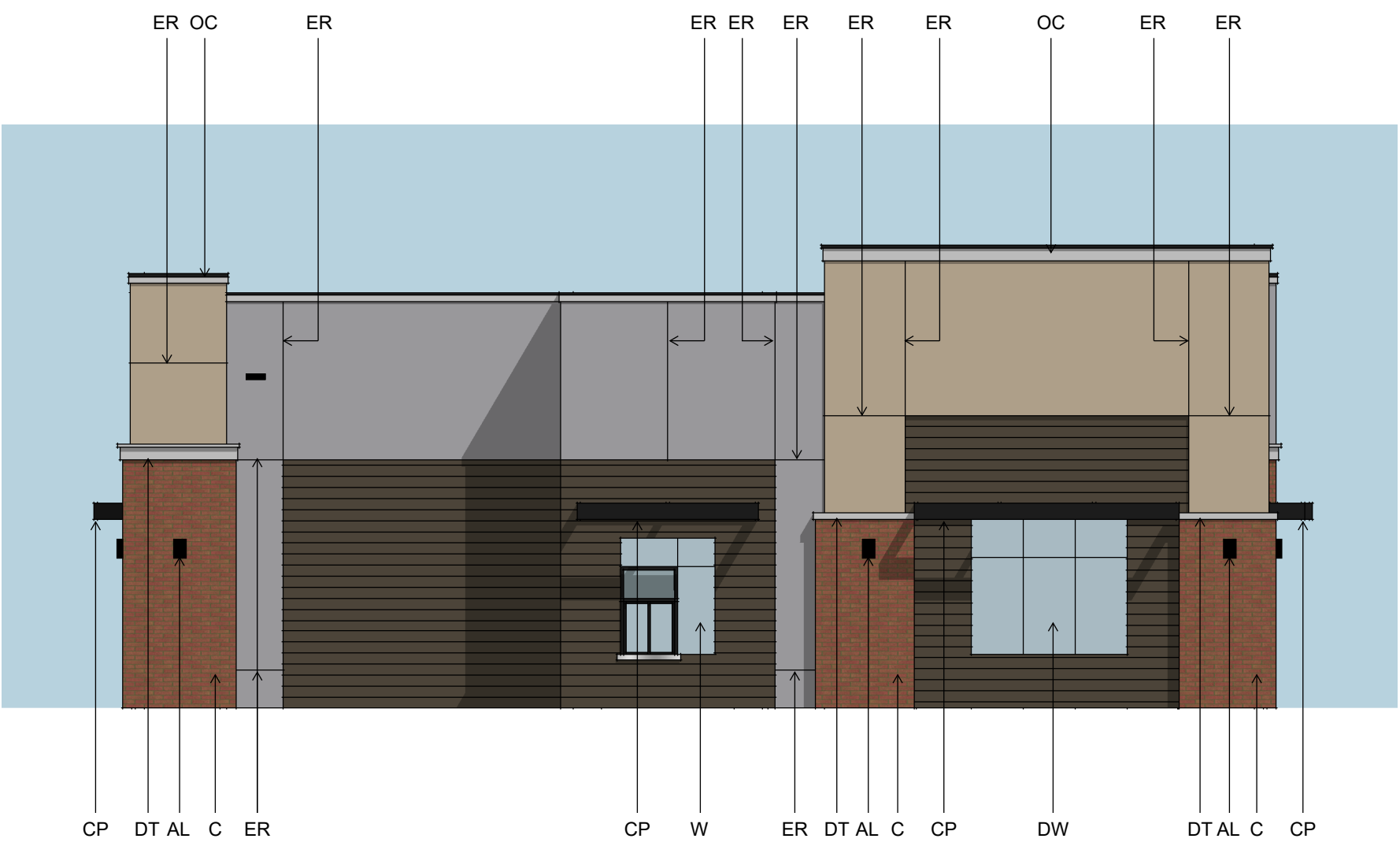
EAGLE MOUNTAIN RETAIL, PHASE 3, LOT 303

EAGLE MOUNTAIN | UTAH

Salt Lake City 52 Exchange Place SLC, UT 84111 801.531.1144 | Boise 800 W. Main Street Suite 940 Boise, ID 83702 208.424.7675 | babcockdesign.com



FRONT ELEVATION (NORTH)
SCALE: 1/8" = 1'-0"



LEFT ELEVATION (EAST)
SCALE: 1/8" = 1'-0"



BACK ELEVATION (SOUTH)
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION (WEST)
SCALE: 1/8" = 1'-0"

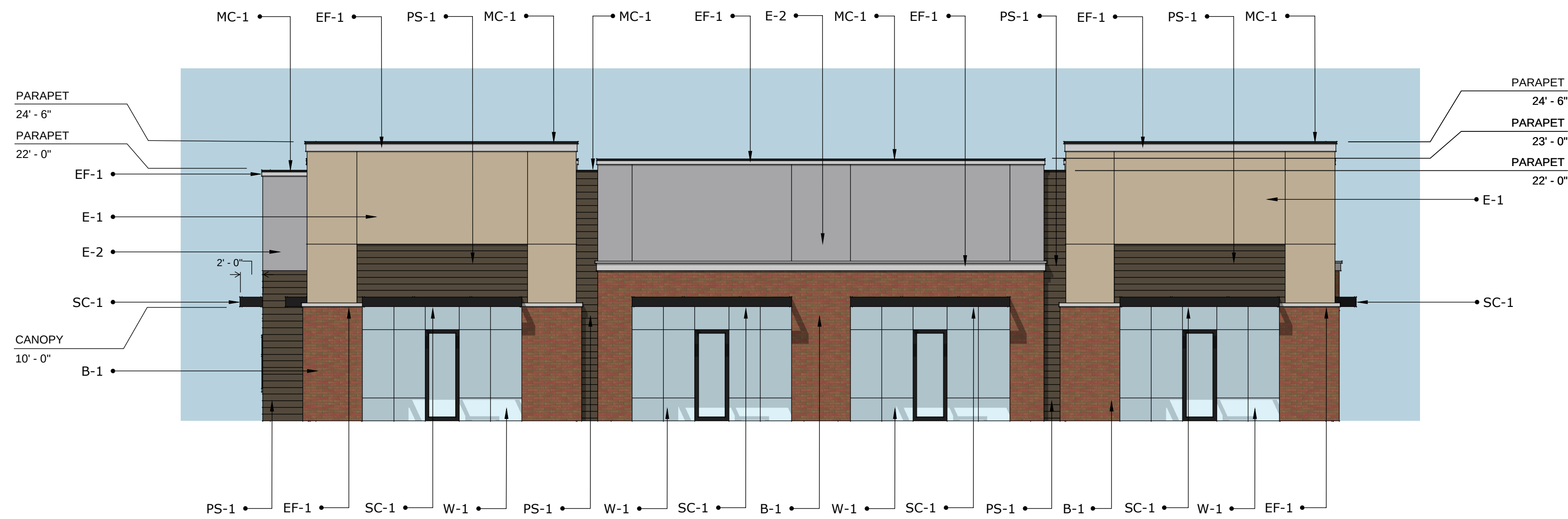
- ARCHITECTURAL FEATURE SCHEDULE
- CP: CANOPY
 - ER: EIFS REVEAL
 - DT: DECORATIVE TRIM AND MOLDING
 - OC: ORNAMENTAL CORNICE
 - C: COLUMNS
 - DW: DECORATIVE DOOR AND WINDOW
 - AL: ARCHITECTURAL LIGHTING
 - DM: DECORATIVE MASONRY



EAGLE MOUNTAIN RETAIL, PHASE 3, LOT 303

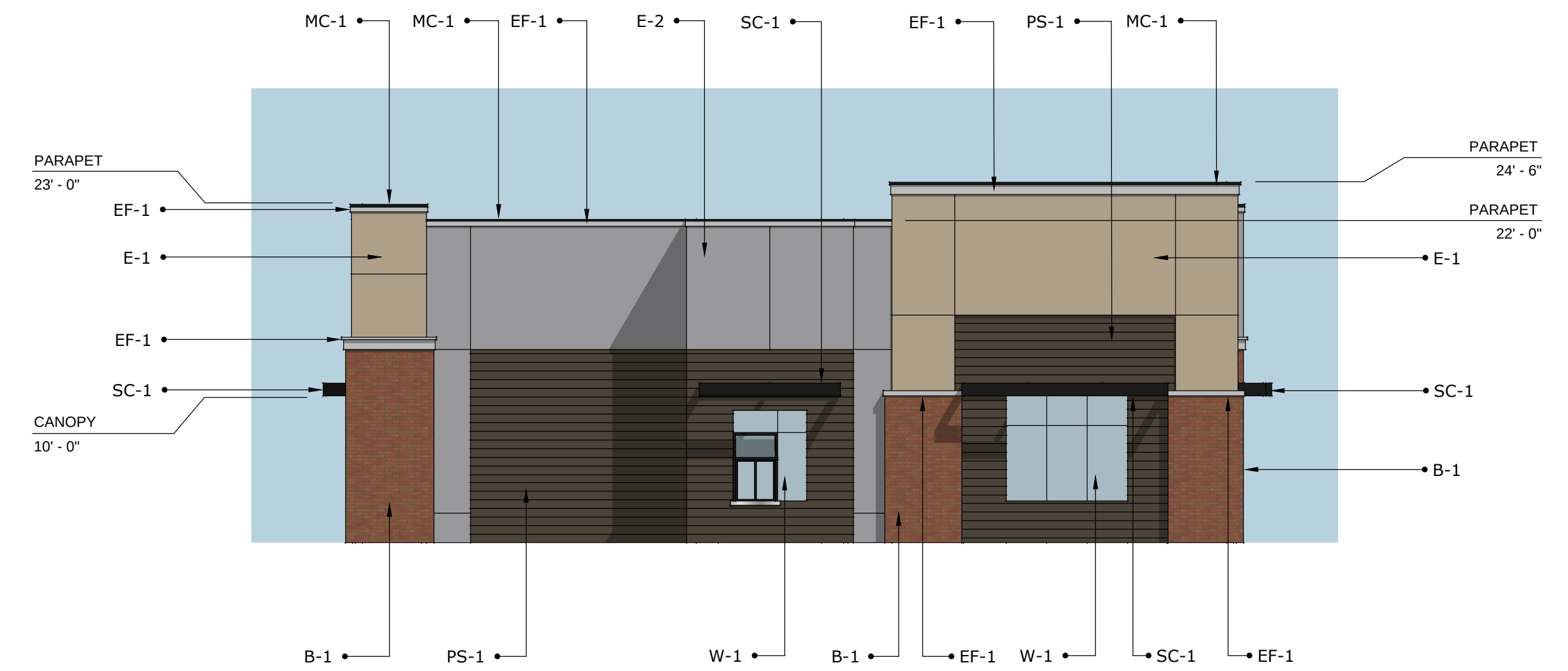
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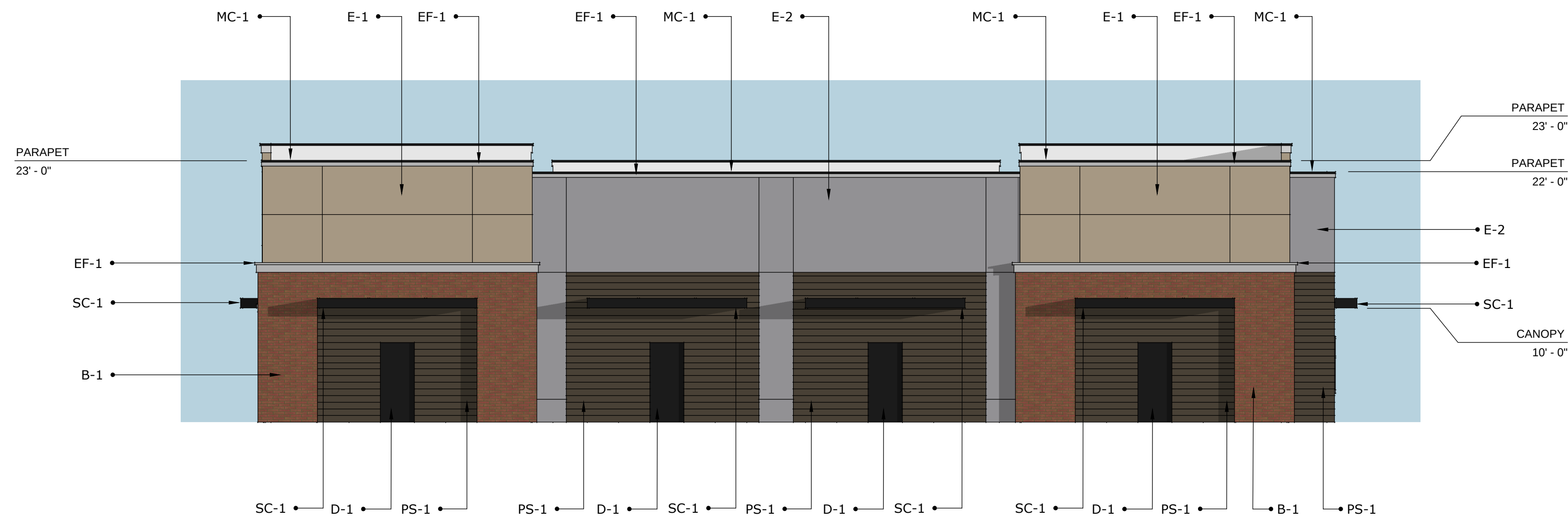
FRONT ELEVATION (NORTH)
SCALE: 1/8" = 1'-0"

E-1 & E-2:	928 SF (42%)
PS-1:	285 SF (13%)
B-1:	422 SF (17%)
W-1:	560 SF (25%)
SC-1:	52 SF (2%)
MC-1:	16 SF (1%)
TOTAL:	2,263 SF



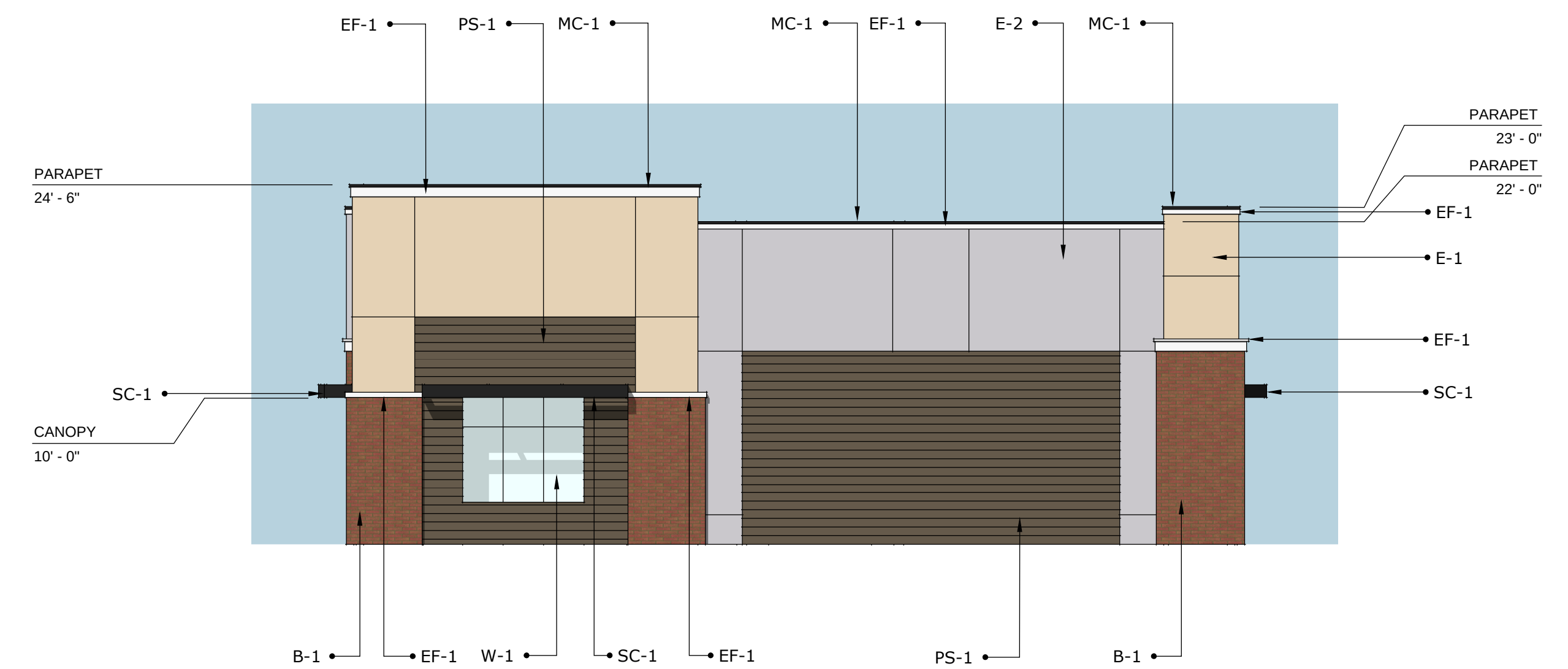
LEFT ELEVATION (EAST)
SCALE: 1/8" = 1'-0"

E-1 & E-2:	630 SF (46%)
PS-1:	455 SF (33%)
B-1:	183 SF (13%)
W-1:	90 SF (6%)
SC-1:	20 SF (1%)
MC-1:	10 SF (1%)
TOTAL:	1,388 SF



BACK ELEVATION (SOUTH)
SCALE: 1/8" = 1'-0"

E-1 & E-2:	972 SF (46%)
PS-1:	671 SF (33%)
B-1:	366 SF (13%)
D-1:	84 SF (6%)
SC-1:	26 SF (1%)
MC-1:	16 SF (1%)
TOTAL:	2,135 SF



RIGHT ELEVATION (WEST)
SCALE: 1/8" = 1'-0"

E-1 & E-2:	636 SF (46%)
PS-1:	488 SF (35%)
B-1:	183 SF (13%)
W-1:	59 SF (4%)
SC-1:	12 SF (1%)
MC-1:	10 SF (1%)
TOTAL:	1,388 SF

FINISH SCHEDULE

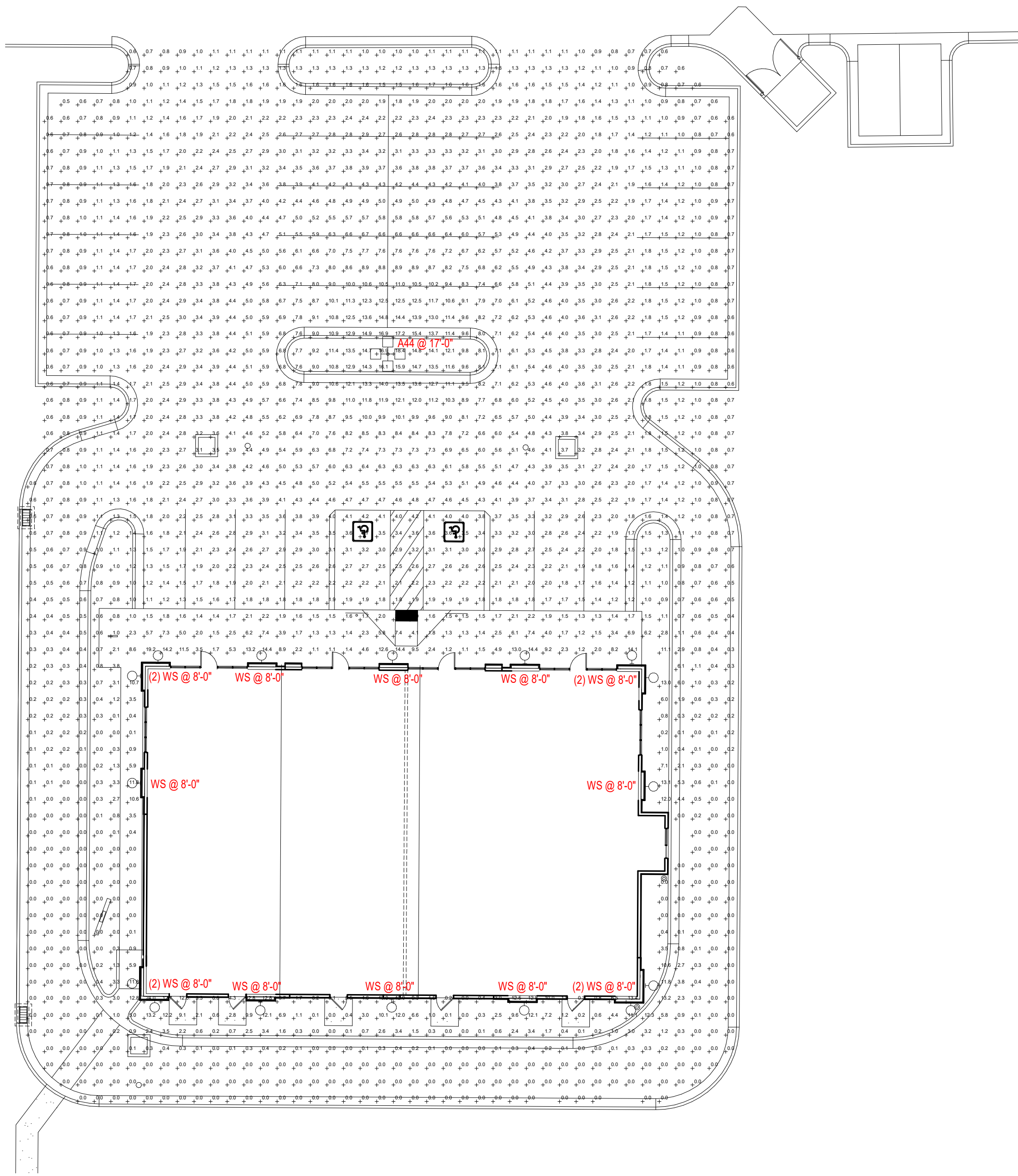
E-1:	EIFS - SW 6150 UNIVERSAL KHAKI
E-2:	EIFS - DRYVIT 133 DRIFTWOOD
EF-1:	EIFS FEATURE - DRYVIT 612 MOONLIGHT
PS-1:	PAINTED CEMENTITIOUS PLANK SIDING - SW 6153 PROTEGE BRONZE
MC-1:	PREFINISHED METAL CAP FLASHING - DARK BRONZE
SC-1:	PAINTED STEEL CANOPY - SW 7020 BLACK FOX
D-1:	PAINTED HOLLOW METAL DOOR & FRAME - SW 7020 BLACK FOX
W-1:	ALUMINUM STOREFRONT SYSTEM - DARK BRONZE
B-1:	THIN BRICK - INTERSTATE BRICK, MONTEREY

GENERAL NOTE:
ALL MECHANICAL EQUIPMENT WILL
BE SCREENED FROM VIEW OF PUBLIC
AND PRIVATE STREETS (TYPICAL) BY
THE BUILDING PARAPET WALL. SEE
SECTION PROVIDED.



SITE / BUILDING SECTION (EQUIPMENT SCREENING)
 SCALE: 1/4" = 1'-0"

LUMENS PER NET ACRE CALCULATION
PARCEL SIZE: 32,647 SF OR 0.749 ACRES
100,000 X 0.749 = 74,900 LUMENS
16 TYPE WS - 16 X 1,000 = 16,000
1 TYPE A44 = 14,065 PER HEAD = 56,250
TOTAL DESIGNED LUMENS = 72,760



1 PHOTOMETRIC SITE PLAN

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



EAGLE MOUNTAIN
RETAIL - PH. 3, LOT 303
1557 EAGLE MOUNTAIN BOULEVARD
EAGLE MOUNTAIN, UT 84005

[illegible]

DATE.....07-28-23
SCALE.....
DRAWN.....RW
CHECKED.....TH
JOB NO.....23098.00.01

SHEET TITLE

PHOTOMETRIC
SITE PLAN

SHEET NO. _____

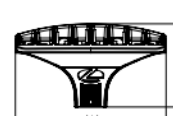
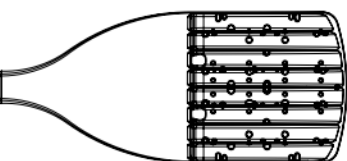
E102



D-Series Size 1
LED Area Luminaire



d-series



Specifications

EPA: 0.69 ft²
(0.06 m²)

Length: 32.71"
(83.1 cm)

Width: 14.26"
(36.2 cm)

Height H1: 7.88"
(20.0 cm)

Height H2: 2.73"
(6.9 cm)

Weight: 34 lbs
(15.4 kg)

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K 70CRI T3M MVOLT SNA PLTAIR2 PIRHN DDBXD

Series	LEDs	Color Temperature *	Color Rendering Index *	Distribution	Voltage	Mounting
DSX1 LED	Forward optics P1 P6 P2 P7 P3 P8 P4 P9 Rotated optics P10 ¹ P12 ¹ P11 ¹ P13 ¹	(this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K (this section 80CRI only, extended lead times apply) 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	70CRI 70CRI 70CRI 80CRI 80CRI 80CRI 80CRI	AFR Automotive front row T15 Type I short T2M Type I medium T3M Type II medium T3LG Type III low glare ² T4M Type IV medium T4LG Type IV low glare ² T1TM Forward throw medium	TSM Type V medium T3LG Type V low glare T5W Type V wide BLC3 Type III backlight control ³ BLC4 Type IV backlight control ³ LCCO Left corner cutoff ³ RCCO Right corner cutoff ³	Shipped included SPA Square pole mounting (Ø8 drilling) RPA Round pole mounting (Ø8 drilling) SPMS Square pole mounting (Ø5 drilling) RPAS Round pole mounting (Ø5 drilling) SPASN Square narrow pole mounting Ø8 drilling WBA Wall bracket ¹¹ MA Male arm adapter (mounts on 2.315" OD horizontal bar)

Control options	Other options	Finish (optional)
Shipped installed NLTAR2 PIRHN rLight ARI-gm 2 enabled with bi-level motion / ambient sensor, 8'-40" mounting height, ambient sensor enabled at 26" ^{11,12,13} PIR High/Low, motion/ambient sensor, 8'-40" mounting height, ambient sensor enabled at 26" ^{11,12,13} PER NEMA twist-lock receptacle only (controls ordered separately) ¹¹ PERS Five-pin receptacle only (controls ordered separately) ^{11,12}	PER7 Seven-pin receptacle only (controls ordered separately) ^{11,12} FAO field adjustable output ^{11,12} BL30 Bi-level switched dimming, 50% ^{14,15} BL50 Bi-level switched dimming, 50% ^{14,15} DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) ¹¹ DS Dual switching ^{11,14,15}	Shipped installed SPD20KV 20KV surge protection HS Houseside shield (black finish standard) ¹² L90 Left rotated optics ¹ R90 Right rotated optics ¹ CCE Coastal Construction ¹² HA 50°C ambient operation ¹⁴ Shipped separately EGSR External Glare Shield (reversible, field install required, matches housing finish) BSDB Bird Spikes (field install required)

Controling Number

Name

Type

For the full key or mouse over the page to see all interactive elements.

Project

Catalog #

Type

Prepared by

Notes

Date



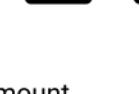
Portfolio
LSR8B EC8B 8L
High Bay / Low Bay Ceiling, Pendant or Wall Mount
Typical Applications
Office • Education • Healthcare • Hospitality

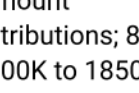
Interactive Menu

- Order Information page 2
- Product Specification page 5
- Energy Data page 6
- Photometric Data page 7
- Connected Systems page 9
- Product Warranty

Top Product Features

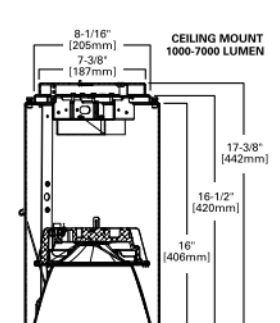
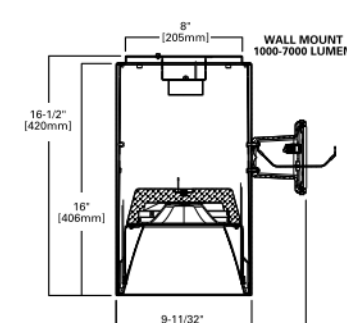
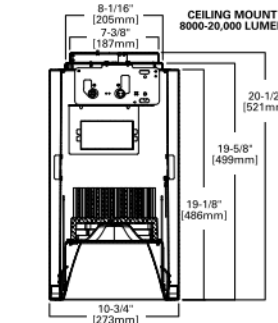
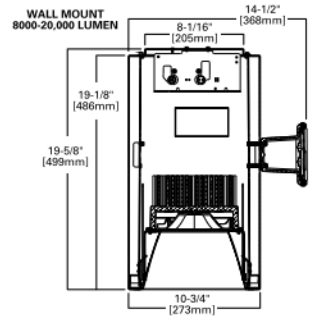
- 1,000 to 17,500 lumens; Surface, wall or optional pendant mount
- Offered in narrow beam, medium beam and wide beam distributions; 80, 90 or 97 CRI
- 2700K, 3000K, 3500K, 4000K, 5000K; D2W[®] option from 3000K to 1850K
- W2N tunable white CCT range from 2700K to 6500K or 2000K to 5000K
- Two-stage reflector system produces smooth beam
- Options to meet Trade Agreements Act requirements

Product Certification

Control Compatibility

Product Features

Dimensional and Mounting Details





PSS20161EN page 1
April 2016 10:29 AM

TYPE A44
2'-6' HIGH CONCRETE BASE AND
A 14'-6" HIGH POLE TOTAL 17'-0"

TYPE WS
(MOUNTED AT 8'-0" ON BUILDING

EAGLE MOUNTAIN
RETAIL - PH. 3, LOT 303
1557 EAGLE MOUNTAIN BOULEVARD
EAGLE MOUNTAIN, UT 84005

NO.	REVISIONS: DESCRIPTION	DATE

DATE..... 07-28-23
SCALE.....
DRAWN..... RW
CHECKED..... TH
JOB NO..... 23098.00.01

SHEET TITLE
ELECTRICAL
SCHEDULES

SHEET NO.
E501



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	SITE PLAN - Eagle Plaza / Beto's Mexican Food		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Kimly Mangum		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE Commercial Community	ACREAGE 1.21	COMMUNITY North Benches

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud, Senior Planner

RECOMMENDATION:

Staff recommends the City Council approve the Site Plan for Eagle Plaza / Beto's Mexican Food.

BACKGROUND:

This request is for site plan approval of a commercial building for Beto's Mexican Food and other uses, to be determined. The subject property is platted as Lot 2 of Eagle Mountain Business Campus, Plat C, recorded August 2021, located at 3719 E. Campus Drive. The Planning Commission first reviewed the site plan on April 26, 2022, and recommended denial to the City Council. The negative recommendation was based on the traffic issues at the intersections of Ranches Parkway at Campus Drive and Stonebridge Lane. The site plan was not reviewed by the City Council. Additional information was needed regarding the site plan and staff worked with the applicant to provide that information and then the item was sent back to the Planning Commission for a recommendation to the City Council.

ITEMS FOR CONSIDERATION:

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

A. Use of Property: The entire parcel is to be built, landscaped, or paved, thus the proposal complies with 17.100.050.A.

B. Screening Requirements: The project is located within a commercial district, and does not abut any agriculture or residential property, therefore it complies with 17.100.050.B.

C. Access Requirements: The building is accessed via Campus Drive, a public right-of-way and complies with 17.100.050.C.

D. Off-Street Truck Loading Space: This use does not require the frequent distribution of materials via truck and therefore does not provide off-street truck loading space.

E. Utilities: All utilities are shown as being underground and in proper easements in compliance with 17.100.050 E.

F. Grading and Drainage: The applicant has provided grading and draining plans that have been reviewed by the City Engineer.

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

17.72.030.A requires buildings be located at or near the front setback with pedestrian access leading to the primary entrance and with landscaping between the building and the street. The building is located along a public right-of-way with the property line at the back of the curblane.

17.72.030.A.1 requires the primary entrance of a commercial building to orient toward the street and the sidewalk. Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited. The main entrance to the building is located on the south elevation which opens to the main parking area with the rear (north elevation) visible from SR-73. It is the opinion of staff that the architecture and landscaping is sufficient to provide needed elements.

17.72.030.B requires surface parking to be located to the rear or side of the building and that parking should not be located between any commercial building and the street. All parking is located to the front and side of the building. Streets are located on two sides of the property so parking would be adjacent to either street in any instance.

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

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

with consistent architectural style, detail, and trim features as the primary façade. It is the opinion of staff that the elevations comply with code and are in harmony with approved existing building architecture.

17.72.040.B states: "the main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall be clearly identifiable, and consist of a sheltering element such a porch, stoop, awning, arcade, or portico." The main entrance of the structure orients towards the parking area. The pedestrian entrance is readily identifiable and uses an awning structure.

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

17.72.040.D requires vertical and horizontal articulation. The building includes vertical and horizontal elements, awnings, and various materials providing visual articulation.

17.72.040.E.1 states: "Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details." The proposal uses several of these items and have been identified on the elevation drawings.

17.72.040.F.2 states: "All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides..." It shall be up to the Planning Commission to determine if the elevations meet this standard. In staff's opinion, the elevations use an acceptable combination of materials, textures, and colors.

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

Parking. Table 17.55.120(c), Required Parking by Land Use, Retail Establishments require 1 stall/200 square feet maximum and 1 stall/300 square feet minimum. 4,933 square feet is dedicated to this

use and 26 stalls are provided, or 1/200. Restaurants (Fast Food/Drive-Thru) require 1 stall/125 square feet. 2,272 square feet is dedicated to this use, which equals 19 stalls. A future 725 square foot coffee shop-type use is anticipated which uses the same parking calculation. Overall parking is 52 stalls or 1/133 square feet.

*The recorded plat identifies a UDOT "fill slope easement" along SR-73, which was granted by the City to UDOT in 2011. A copy of the easement is included as an exhibit to this staff report. The applicant's plans show the southern portion of the full slope easement as being cut and retained in order to construct a portion of the drive-through lane. The language of the easement states: *"The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT."* Written approval from UDOT is recommended to construct the site as submitted by the applicant.

REQUIRED FINDINGS:

This site plan approval is based upon compliance with City Code requirements which can be found in EMMC 17.100 with other chapters referenced therein.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends approval 5-0 to the City Council regarding the site plan of Eagle Plaza / Beto's Mexican Food with the following condition:

1. Approval from UDOT to construct in the SR-73 fill slope easement.

ATTACHMENTS:

[Eagle Plaza Beto's Site](#)

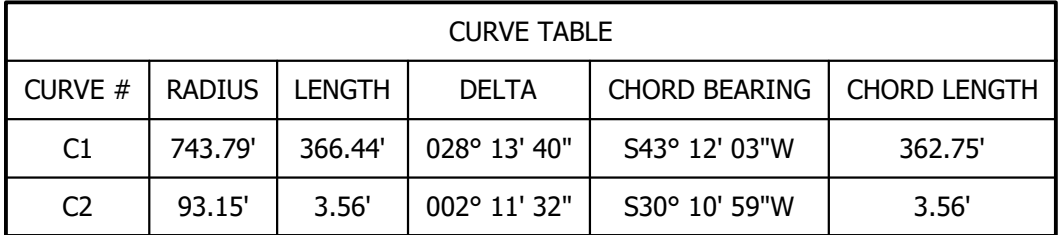
[Eagle Plaza Beto's Architecture](#)

[Eagle Plaza Beto's Landscaping](#)

[Eagle Plaza Beto's Photometrics](#)

[EM Business Campus Plat C](#)

[UDOT Fill Slope Easement](#)



a) When a site-specific investigation indicates a high probability of continuing crashes or when such occurrences are indicated by crash history information, the design engineer should consider the need for a site-specific investigation to determine the cause of the crash and to provide a consistent roadway template. If previous experience with similar projects or designs indicates satisfactory performance, because recovery is less likely on the unshaded, travelable W-3M fill slope, five objects should not be present in the vicinity of the toe of the slope. Recovery of high-speed vehicles that encroach beyond the edge of the shoulder may be expected to occur beyond the toe of the slope. Determination of the width of the recovery area at the toe of the slope should consider right-of-way availability, environmental concerns, and the need to provide a consistent roadway template. The width of the recovery area at the toe of the slope should be determined by the W-3M slope should influence the recovery area provided at the toe of the slope. While the application may be limited by several factors, the design engineer should consider the need for a site-specific investigation to determine the cause of the crash and to provide a consistent roadway template at the toe of the slope should be provided for all travelable, non-recoverable fill slopes.

b) For roadways with low volumes it may not be practical to apply even the minimum values found in Table 3-1. Refer to Chapter 12 for additional information.

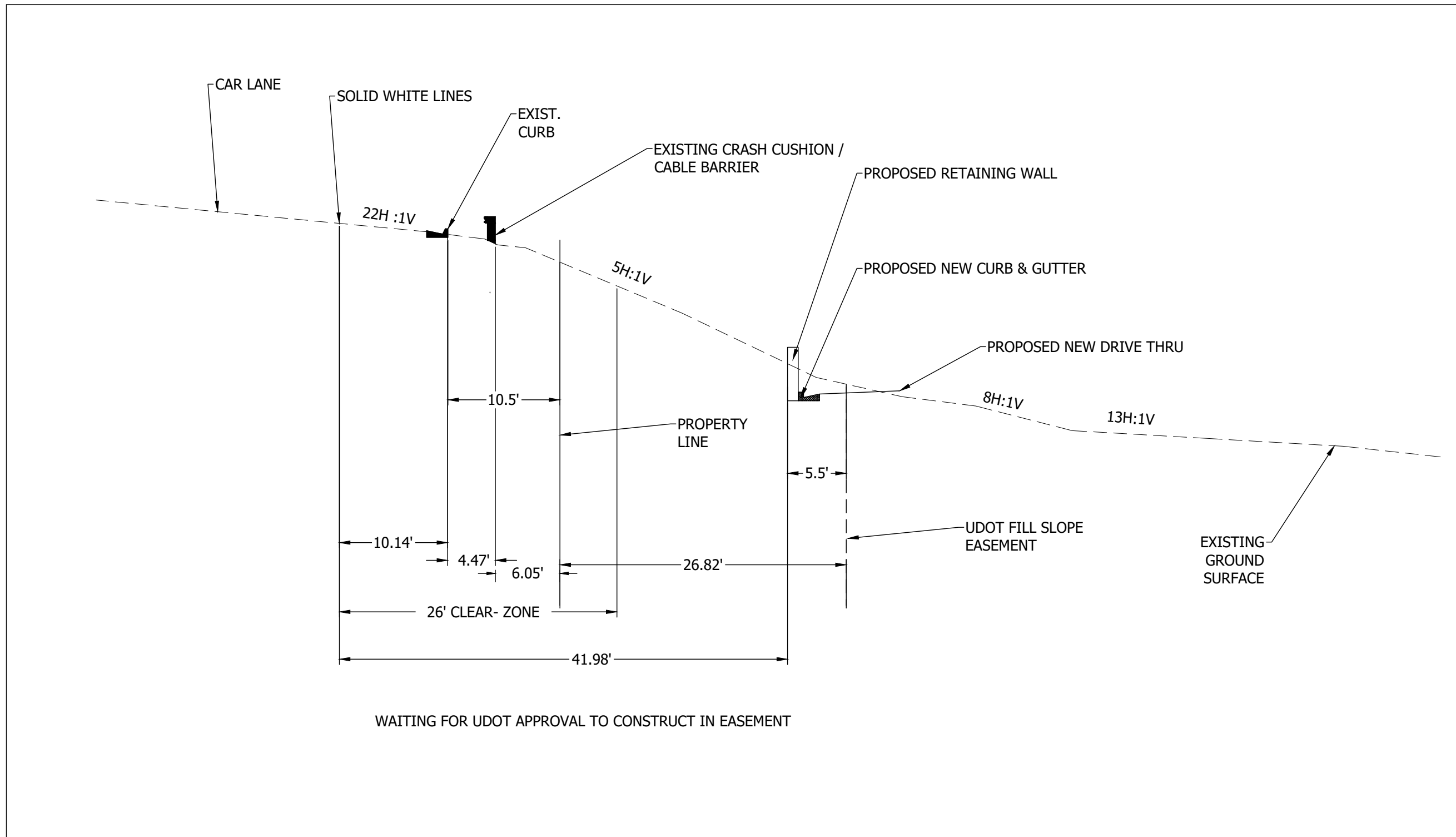
c) For roadways with low volumes it may not be practical to apply even the minimum values found in Table 3-1. Refer to Chapter 12 for additional information.

d) When design speeds are greater than the values provided, the designer may provide clear-zone distances greater than those shown in Table 3-1.

The designer may choose to modify the clear-zone distances in Table 3-1 with adjustment factors to account for horizontal curvature, as shown in Table 3-2. These modifications normally are considered only when crash histories indicate such a need, when a specific site investigation shows a definitive crash potential that could be significantly lessened by increasing the clear zone width, and when such increases are cost-effective. Horizontal curves, particularly for high-speed facilities, are usually super-elevated to increase safety. Increasing roadway safety within a horizontal curve, except where snow and ice conditions limit the use of increased super-elevation

PARKING TABLE

BETOS (DRIVE THRU) = 2272/125 = 19	
UNIT B = 1571/200 = 8	
UNIT C = 1681/200 = 9	
UNIT D = 1681/200 = 9	
TOTAL REQ'D = 45	
OPTIONAL ALTERNATIVE COFFEE/TEA SHOP	
= 725/125 = 6	
TOTAL REQ'D = 51	
PROVIDED = 49 REGULAR, 3 ADA	



AREA TABULATION			
	sq.ft.	Acres	%
BUILDING	7,925	0.18	14.98%
IMPROVEMENTS	33,536	0.77	63.38%
LANDSCAPE	11,448	0.26	21.64%
TOTAL	52,909	1.21	100.00%

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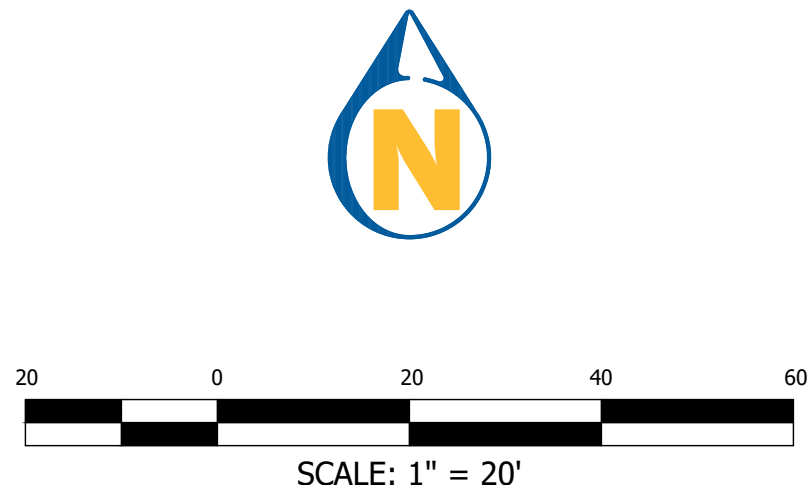
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

NOTES

1. REQUIRED FORESLOPE AT 1V:5H SLOP IS 26 FEET OF CLEAR -ZONE, AVAILABLE CLEAR -ZONE TO PROPOSED CURB AND RETAINING WALL IS 46 FEET .
2. THE DEVELOPER WILL BE RESPONSIBLE FOR ALL THE LANDSCAPING ON SITE AND ALSO INCLUDING ANY LANDSCAPING TO BE COMPLETED ALONG CAMPUS DRIVE
3. NEW PUBLIC ACCESS EASEMENT AT SIDEWALK LOCATION WILL BE PROVIDED WITH CONSTRUCTION SET PLANS PRIOR TO CONSTRUCTION.

SYMBOL LEGEND	
A-1	ACCESSIBLE PARKING AREA & SIDEWALK RAMP
A-2	INTERNATIONAL ACCESSIBLE PARKING SYMBOL
A-3	ADA PARKING SIGN - VAN ACCESSIBLE TYPE
A-4	ADA PARKING SIGN PER DETAIL
B-1	PRIVATE BICYCLE RACK
B-2	ORDERING AUDIO AND MENU BOARD, SEE ARCHITECTURAL PLANS
B-3	DRIVE UP WINDOW AREA, SEE ARCHITECTURAL PLANS
B-4	CANOPIES AREA, SEE ARCHITECTURAL PLANS
B-5	COVERED PATIO, SEE ARCHITECTURAL PLANS
C-1	PRIVATE ASPHALT SECTION
C-2	PRIVATE CONCRETE SLAB SECTION
C-3	PRIVATE CONCRETE CATCH CURB & GUTTER
C-4	PRIVATE CONCRETE RELEASE CURB & GUTTER
C-5	PRIVATE CONCRETE CURB WALL
C-6	PRIVATE CONCRETE WATERWAY
C-7	PRIVATE CONCRETE THICKENED EDGE SIDEWALK
C-8	PRIVATE CONCRETE SIDEWALK
D-1	PRIVATE DUMPSTER ENCLOSURE
E-1	MINOR CONCRETE RETAINING
E-2	MINOR LANDSCAPE RETAINING
P-1	REMOVE AND REPLACE CURB & GUTTER PER CITY STANDARD
P-2	NEW 5' SIDEWALK PER CITY STANDARD
P-3	NEW CONCRETE DRIVE APPROACH PER CITY STANDARD
P-4	NEW STREET LIGHT PER CITY STANDARD

ALL IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS AND SPECIFICATIONS.



1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

DEVELOPER

Rocky Mountain Concrete
Contact: Henry Barlow
988 West Evens Lane
Saratoga Springs, Ut 84045
Phone: 801-768-3000
big.imc@gmail.com

EAGLE PLAZA
3710 EAST CAMPUS DRIVE
PROPOSED LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLAT "C"
LOCATED IN THE SOUTH 1/2 OF SECTION 17, T. 5S., R. 1W., S. 1B. & M.
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

REVISIONS

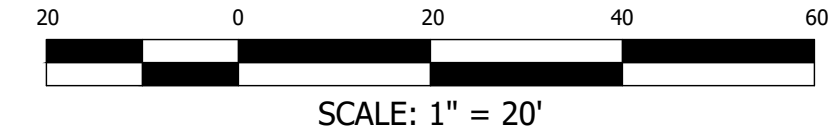
DRAWN: JH
APPROVED: STA
PROJECT #:
PRELIMINARY-1113007.dwg

2023-12-12
2023-12-12
1113007

C400

PRELIMINARY SITE PLAN

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DRAINAGE CALCULATIONS				
8-Aug-23				
Pre-Development Area Analysis				
Area	sq.ft.	Acres	C	
Building	0	0.00	0.85	
Improvements	0	0.00	0.90	
Landscape	52,909	1.21	0.15	
Total	52,909	1.21	0.15	
Post-Development Area Analysis				
Area	sq.ft.	Acres	C	
Building	7,925	0.18	0.85	
Improvements	34,119	0.78	0.90	
Landscape	10,865	0.25	0.15	
Total	52,909	1.21	0.74	
100 Year Storage Analysis				
NOAA Precipitation Frequency Data Server				
Latitude: 40.3800°		Longitude: -111.9719°		
Allowable Runoff		0.20 cfs/acre		
Time (min.)	I in./hr	Runoff ft³	Allowable Runoff ft³	Storage ft³
5	6.070	1,633	73	1,561
10	4.620	2,486	146	2,341
15	3.820	3,084	219	2,865
30	2.570	4,149	437	3,712
60	1.590	5,134	875	4,260
120	0.856	5,528	1,749	3,779
180	0.572	5,541	2,624	2,918
360	0.305	5,909	5,247	662
720	0.170	6,588	10,494	0
1440	0.090	6,975	20,989	0
Required Detention				4,260
80th Percentile Retention Analysis				
$P_{new} EQ. A: R_{new} = 0.225(imp) - .05$ when $imp < 55\%$				
$P_{new} EQ. B: R_{new} = 1.14(imp) - .371$ when $imp > 55\%$				
$WQV EQ. WQRV = (P_{80\%} * R_{new} * A) / 12$				
Retention				$Retention = WQRV * 43560$
$P_{80\%}$				0.48 (in.)
Imp_{pre}				0.00
Imp_{new}				79%
A				1.21 (acre)
R_{pre}				0.05
R_{new}				0.53
WQRV				0.024 ac-ft
Retention				1026 cu.ft.
Combined Storage				
Retention				1,026 cu.ft.
Detention				3234 cu.ft.
Combined Storage				4,260 cu.ft.

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Entellus

DEVELOPER

Rocky Mountain Concrete
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Phone: 801-768-3000
big-imc@gmail.com

EAGLE PLAZA

3719 EAST CAMPUS DRIVE
PROPOSED LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLAT "C"
LOCATED IN THE SOUTH 1/2 OF SECTION 17, T. 35. N. 11W., S.L.B. & M.
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

REVISIONS

DRAWN: JH	2023-12-18
APPROVED: STA	2023-12-18
PROJECT #:	1113007
PRELIMINARY-1113007.dwg	

C500
PRELIMINARY OVERALL
UTILITY PLAN

NOT FOR CONSTRUCTION

Beto's

LOT 2,
EAGLE MOUNTAIN BUSINESS CAMPUS - PLATE "C"



 FAISAL JTB HVAC & PLUMBING 10459 S 1300 W SUITE #203 SOUTH JORDAN, UT 84095 #: (801)849-8590 E: faisalm@jtbengineering.net		 ARLEN KINGSTON 404 EAST 4500 SOUTH SALT LAKE CITY, UTAH, 84107 #: (801) 534-7508 E: aaaarlen@xmission.com	 Iridium engineering GARRETT JENKINS 635 W 5300 S SUITE #302 SALT LAKE CITY, UTAH, 84123 #: (801) 974-5101 E: garrett@iridiumae.com	 Iridium architecture KIMLY C. MANGUM 635 W 5300 S SUITE #302 SALT LAKE CITY, UTAH, 84123 #: (801) 974-5101 E: kim@iridiumae.com	MAIN CONTACT  Office: (801) 768-3000 Email: mmc.offices@gmail.com Website: rockymountainconcretetutah.com
MECH/ PLUMB ENGINEER	ELECTRICAL ENGINEER	STRUCTURAL ENGINEER	ARCHITECT	PROJECT MANAGER	

[illegible]

DRAWING SET ORGANIZATION						
REF. STANDARDS		LVL 1	LVL 2	DISC. DESIGNATORS	STD. ORDER	
	NCS UNITED STATES NATIONAL CAD STANDARDS - V6	A	A	ARCHITECTURAL	8.	1. G
			A	ALARM		2. H
		B		GEOTECHNICAL	4.	3. V
		C		CIVIL	5.	4. B
		D		PROCESS	13.	5. C
SHEET TYPE DESIGNATORS			D	DEMOLITION		6. L
000	GENERAL (SYMBOLS LEGEND, NOTES, ETC.)	E	E	ELECTRICAL	15.	7. S
100	PLANS (HORIZONTAL VIEWS AND COMBINATION PLAN & PROFILE)	F		FIRE PROTECTION	11.	8. A
200	ELEVATIONS AND PROFILES (VERTICAL VIEWS)		F	FINISHES, FURNISHINGS		9. I
300	SECTIONS (SECTIONAL VIEWS, WALL SECTIONS)	G		GENERAL	1.	10. Q
400	LARGE-SCALE VIEWS (SCALED UP REPRODUCTION OF PLANS, ELEVATIONS, OR SECTIONS THAT ARE NOT DETAILS)		G	GRAPHICS, GRADING		11. F
500	DETAILS	H		HAZARDOUS MATERIALS	2.	12. P
600	SCHEDULES & DIAGRAMS		U	HVAC		13. D
700	REFLECTED CEILING PLANS	I	I	INTERIORS	9.	14. M
800	ROOF PLANS		I	INSTRUMENTATION		15. E
900	3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOGRAPHS)	J		USER DEFINED		16. W
LEVEL NUMBERING		K		USER DEFINED		17. T
*00	BASEMENT	L		LANDSCAPE	6.	18. R
*01	GROUND/ MAIN		L	LIGHTING		19. X
*02	UPPER/ SECOND	M		MECHANICAL	14.	20. Z
	*100'S - FLOOR PLANS		M	MONITORING		21. O
	*600'S - SCHEDULES	N		NETWORKS		
	*700'S - REFLECTIVE CEILING PLANS	O		OPERATIONS	21.	
		P	P	PLUMBING	12.	
			P	PIPING		
		Q	Q	EQUIPMENT	10.	
		R	R	RESOURCE	18.	
			R	REAL ESTATE (BOMA)		
		S	S	STRUCTURAL	7.	
			S	SITE		
		T	T	TELECOMMUNICATIONS	17.	
			T	TELEPHONES		
			U	UTILITIES		
		V		SURVEY/ MAPPING	3.	
		W		CIVIL WORKS	16.	
		X		OTHER DISCIPLINES	19.	
			X	SUPPRESSION		
			Y	SECURITY		
		Z		SHOP DRAWINGS	20.	

LOCATION MAP

LIST OF DRAWINGS			
SHEET NUMBER	SHEET NAME	CURRENT REVISION	CURRENT REVISION DATE
G-000	COVER SHEET	G	11-20-2023
G-001	GENERAL PROJECT INFO.	H	12-18-2023
G-002	EGRESS & CODE INFO	F	09-18-2023
G-003	BUILDING HEIGHT & DESIGN	F	09-18-2023
G-005	RTU VISIBILITY 3D ELEVATIONS	H	12-18-2023
G-004	ARCHITECTURAL STANDARD ELEVATIONS	H	12-18-2023
G-006	RTU VISIBILITY 3D ELEVATIONS	H	12-18-2023
G-010	GENERAL CONSTRUCTION INFORMATION	A-D	06-26-21
ARCHITECTURE CIVIL			
AS-100	GARBAGE ENCLOSURE DETAILS	H	12-18-2023
SEE CIVIL SHEETS BY GALLOWAY			
STRUCTURAL			
S-100	FOOTING & FOUNDATION PLAN AND NOTES		
S-000	COVER SHEET	A-D	06-26-21
S-001	COVER SHEET	A-D	06-26-21
S-101	FTG & FDN - WEST SECTION	A-D	06-26-21
S-102	FTG & FDN - EAST SECTION		
S-103	ROOF FRAMIN PLAN AND NOTES		
S-104	LOW ROOF FRAMING - WEST SECTION		
S-105	LOW ROOF FRAMING - EAST SECTION		
S-106	ROOF FRAMING PLAN	A-D	06-26-21
S-500	STRUCTURAL DETAILS AND NOTES	A-D	06-26-21
ARCHITECTURE			
A-000	GENERAL ARCH. DOCUMENT INFO.	A-D	06-26-21
A-001	STANDARD ACCESSIBILITY DIAGRAMS	A-D	06-26-21
A-002	PLUMBING ACCESSIBILITY DIAGRAMS	A-D	06-26-21
A-060	OPENINGS & FINISHES INFO	A-D	06-26-21
A-080	GENERAL ROOF INFORMATION	A-D	06-26-21
A-100	FULL BUILDING FLOOR PLAN	E	07-09-21
A-101	BETOS FLOOR PLAN	F	09-18-2023
A-200	SOUTH ELEVATIONS	G	11-20-2023
A-201	NORTH ELEVATIONS	H	12-18-2023
A-202	EAST & WEST ELEVATIONS	G	11-20-2023
A-300	BUILDING SECTIONS 1 & 2	A-D	06-26-21
A-301	BUILDING SECTIONS 3, 4, & 5		
A-302	FULL BUILDING SECTIONS		
A-400	LARGE SCALE VIEWS	E	07-09-21
A-401	INTERIOR ELEVATIONS	E	07-09-21
A-511	WOOD FRAMING DETAILS	A-D	06-26-21
A-525	BRICK VENEER DETAILS	A-D	06-26-21
A-530	FIRE BLOCKING	A-D	06-26-21
A-570	REFLECTIVE CEILING DETAILS	A-D	06-26-21
A-580	ROOF DETAILS	A-D	06-26-21
A-581	MEMBRANE ROOF DETAILS	A-D	06-26-21
A-600	FLOOR PLAN SCHEDULE	A-D	06-26-21
A-601	DOOR, WINDOW, & ROOM SCHEDULE		
A-701	REFLECTIVE CEILING PLAN	A-D	06-26-21
A-800	ROOF PLAN	A-D	06-26-21
A-900	COLORLED EXTERIOR ELEVATION RENDERINGS		
SEE PLUMBING SHEETS BY JTB ENGINEERING			
SEE MECHANICAL SHEETS BY JTB ENGINEERING			

IECC COMMcheck ENERGY EFFICIENCY VALUES

SEE COMMcheck BY:	DATED: ??/?/??
--------------------------	------------------------------

CLIMATE ZONE : 1	COMMcheck/ IRC MIN	BUILDER INSTALLED
FENESTRATION (U-FACTOR) ^{a)}	NR	
SKYLIGHT (U-FACTOR) ^{b)}	.75	
GLAZED FENESTRATION (SHGC) ^{b,a)}	.25	
CEILING (R-VALUE)	30	
WOOD FRAME WALL (R-VALUE) ^{b)}	13	
MASS WALL (R-VALUE) ^{c)}	3/4	
FLOOR (R-VALUE) ^{d)}	13	
BASEMENT WALL (R-VALUE) ^{e,f)}	0	
SLAB (R-VALUE, DEPTH) ^{g)}	0	
CRAWL SPACE WALL (R-VALUE) ^{o)}	0	

BUILDER/ OWNER HAS CHOSEN TO COMPLY WITH ONE OF THE FOLLOWING SECTIONS.

- ☒ N1102.4.1.1 PRESCRIPTIVE, AIR BARRIER AND INSULATION.
- ☒ N1102.4.1.2 BLOWER DOOR TEST

NOTES:

- R-VALUES ARE MINIMUMS. U-FACTORS & SHGC ARE MAXIMUMS. WHEN INSULATION IS INSTALLED IN A CAVITY WHICH IS LESS THAN THE LABEL OR DESIGNED THICKNESS OF THE INSULATION, THE INSTALLED R-VALUE OF THE INSULATION SHALL NOT BE LESS THAN THE R-VALUE SPECIFIED IN THE TABLE.
- THE FENESTRATION U-FACTOR COLUMN EXCLUDES SKYLIGHT. THE SHGC COLUMN APPLIES TO ALL GLAZED FENESTRATION. EXCEPTION: SKYLIGHTS MAY BE EXCLUDED FROM GLAZED FENESTRATION SHGC REQUIREMENTS IN CLIMATE ZONES 1 THROUGH 3 WHERE THE SHGC FOR SUCH SKYLIGHTS DOES NOT EXCEED 0.30.
- "15/19" MEANS R-15 CONTINUOUS INSULATION ON THE INTERIOR OR EXTERIOR OF THE HOME OR R-19 CAVITY INSULATION AT THE INTERIOR OF THE BASEMENT WALL. "15/19" SHALL BE PERMITTED TO BE MET W/ R-13 CAVITY INSULATION ON THE INTERIOR OF THE BASEMENT WALL PLUS R-5 CONTINUOUS INSULATION ON THE INTERIOR OR EXTERIOR OF THE HOME. "10/13" MEANS R-10 CONTINUOUS INSULATION ON THE INTERIOR OR EXTERIOR OF THE HOME OR R-13 CAVITY INSULATION AT THE INTERIOR OF THE BASEMENT WALL.
- R-5 SHALL BE ADDED TO THE REQUIRED SLAB EDGE R-VALUES HEATED SLABS. INSULATION DEPTH SHALL BE THE DEPTH OF THE FOOTING OR 2 FEET, WHICHEVER IS LESS IN CLIMATE ZONES 1 THROUGH 3 FOR HEATED SLABS.
- THERE ARE NO SHGC REQUIREMENTS IN THE MARINE ZONE.
- BASEMENT WALL INSULATION IS NOT REQUIRED IN WARM-HUMID LOCATIONS AS DEFINED BY FIGURE R301.1 AND TABLE R301.1.
- OR INSULATION SUFFICIENT TO FILL FRAMING CAVITY, R-19 MINIMUM.
- FIRST VALUE IS CAVITY INSULATION, SECOND IS CONTINUOUS INSULATION OR INSULATED SIDING, SO "13+5" MEANS R-13 CAVITY INSULATION PLUS R-5 CONTINUOUS INSULATION OR INSULATED SIDING. IF STRUCTURAL SHEATHING COVER 10 PERCENT OR LESS OF THE EXTERIOR, CONTINUOUS INSULATION R-VALUE SHALL BE PERMITTED TO BE REDUCED BY NO MORE THAN R-3 IN THE LOCATIONS WHERE STRUCTURAL SHEATHING IS USED-TO MAINTAIN A CONSISTENT TOTAL SHEATHING THICKNESS.
- THE SECOND R-VALUE APPLIES WHEN MORE THAN HALF THE INSULATION IS ON THE INTERIOR OF THE MASS WALL.

NOVUS CONSTRUCT

© DETAILS CSI DIVISIONS VERTICAL THEROCLIC DETAILS BY GENERAL REQUIREMENTS 2019 IECC COMMcheck (MS) (REV)

PROJECT REVIEW		COORDINATED BY			
		N/A	ARCH	BUILDER	OWNER
1.	CITY REVIEW		✓	✓	
	CITY REVIEW RESPONSE		✓	✓	
2.	STATE HEALTH			✓	
3.	CITY HEALTH			✓	
4.	STATE FIRE MARSHAL			✓	
5.	CITY FIRE MARSHAL			✓	
6.	OTHER (SIGNAGE PERMIT)			✓	

MISC SUBMITTALS	COORDINATED BY			
	N/A	ARCH	BUILDER	OWNER
- EXT FINISH MATERIAL ICC SPECIFICATIONS			✓	
- TRUSS DESIGN & CALCS BY TRUSS MFR.			✓	
- AUTOMATIC FIRE SPRINKLER SYSTEM	✓			

DEFERRED SUBMITTALS REQUESTED FOR **MISC SUBMITTALS** BEST PREPARED AFTER PERMITTING AND CERTAIN LEVEL OF DEMO OR CONSTRUCTION COMPLETED. BUILDER TO IDENTIFY W/ PERMIT APPLICATION.

CONSULTANTS	SERVICES COORDINATED BY			
	N/A	ARCH	BUILDER	OWNER
1 - CIVIL			✓	
2 - SURVEY			✓	
3 - LANDSCAPING			✓	
4 - STRUCTURAL ENG		✓		
5 - MECHANICAL		✓		
6 - ELECTRICAL		✓		
7 - PLUMBING		✓		
8 - FIRE PROTECTION/ SPRINKLER SYSTEM	✓			
9 - ENERGY	✓			
10 - SECURITY			✓	

BRIEF NARRATIVE FOR SCOPE OF WORK	
4 UNIT TENANT SPACE	
CONSTRUCTION TYPE	
EXTERIOR WALLS:	2x6
INTERIOR WALLS:	2x4 OR 2x6
ROOF FRAMING:	WOOD TRUSSES
FLOOR FRAMING:	SLAB-ON-GRADE

NEW	BUILDING AREAS					
	LEVEL	NAME	AREA		PERIMETER	
✓	UNIT A	FRONT OF HOUSE	919 SF		130'-2"	341'-6"
		BACK OF HOUSE	1,193 SF		158'-9"	
		RESTROOM AREA	160 SF	2,272 SF	52'-7"	
	UNIT B	UNFINISHED	1,571 SF		175'-6"	
	UNIT C	UNFINISHED	1,681 SF		176'-0"	
	UNIT D	UNFINISHED	1,681 SF		176'-7"	
	TOTAL PROPOSED		7,205 SF		869'-7"	

1/4" = 1'-0"

ELECTRICAL			
E-701	LIGHTING PLAN - UNITS C & D		
E-000	GENERAL ELECTRICAL INFORMATION	A-D	06-26-21
E-100	ELECTRICAL FLOOR PLAN	A-D	06-26-21
E-101	BETOS EQUIPMENT ELECTRICAL PLAN		
E-102	ELECTRICAL LV PLANS		
E-500	ELECTRICAL DETAILS	A-D	06-26-21
E-600	1-LINE DIAGRAM ELEC. PANEL SCHEUDLE	A-D	06-26-21
E-700	LIGHTING PLAN - UNITS A & B		

NOTE: BUILDER TO PROVIDE ALL PERMIT DOCUMENTS TO ALL MEMBERS OF THE CONSTRUCTION TEAM FOR REVIEW AND COORDINATION

Iridium AE

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AGREEMENT

NO.	DATE	REVISION NOTES	BY	CHK	APP
A/D	06-26-21	CONCEPT SITE PLANS	C/J/K	KCM	
E	07-09-21	CONCEPT FLOOR PLANS & ELEVATION	C/J/K	KCM	
F	09-18-2023	CITY REVIEW ITEMS	C/J/K	KCM	
G	11-20-2023	CITY REVIEW #3	C/J/K	KCM	
H	12-18-2023	CITY REVIEW #4	C/J/K	KCM	

GENERAL PROJECT INFO.

DRAWN BY:	CJK	635 W 5300 S #302 Murray, UT 84123 (801) 974-5101 www.indiumae.com
CHECKED BY:	KCM	
KCM, CJK		



SHEET NO.:
G-001

PROJECT NO.:
21-140

AREA, OCCUPANTS (OCC.) AND EGRESS					IBC SEC 1004 & 1006	
LEVEL	OCC. GROUP	SPACE/ USE	AREA (% OF TOTAL)		SF PER OCCUPANT	OCCUPANTS
CODE REF.					T1004.1.2	
MAIN	B	FRONT OF HOUSE	726 SF	1,434 SF	150 SF	9.56
		BACK OF HOUSE	708 SF			
		RESTROOM	165 SF	238 SF	N/A	N/A
		WALK-IN	73 SF			
TOTAL			1,672 SF		TOTAL	9.56
MAX. OCC. W/ 1 EXIT	MAX. COMMON EGRESS PATH		EXITS REQ'D	EXITS PROV'D	TRAVEL DIST. ALLOWED	MAX. DIST. PRVD'D
T1006.2.1	T1006.2.1		T1006.3.1		T1017.2	
49	100 FT		1	1	200	51 FT

EGRESS SCHEDULE					
MAIN LEVEL			SECOND LEVEL		
AREA	LOCATION	DISTANCE	AREA	LOCATION	DISTANCE
FRONT OF HOUSE	NORTH	51 FT	BACK OF HOUSE	SOUTH	49 FT
	R/R	38 FT			

PLUMBING FIXTURES					
USE GROUP		WC	LV	DF	SS
GROUP B	FIXTURES	M/ F	M/ F	N/A	1/100
	REQ'D	2	2		1
	PRVD'D	2	2		1

FIRE ALARM NOTES	1. A FIRE ALARM SYSTEM SHALL BE INSTALLED WHEN THERE ARE EXTINGUISHING SYSTEMS IN THE BUILDING FOR OCCUPANT NOTIFICATION.
	2. AUTOMATIC FIRE SPRINKLER SYSTEMS, WATER BASED SUPPRESSION SYSTEMS, AND FIRE ALARM SYSTEMS SHALL BE MONITORED BY AN APPROVED REMOTE STATION.
3. MONITORING SYSTEMS SHALL HAVE TWO SUPERVISED CONNECTION.	4. THE FIRE ALARM CIRCUITS SHALL BE CLASS 'A' FOR BOTH INITIATING AND INDICATING.
	5. ELECTRICAL CONTRACTOR SHALL MAKE CONNECTIONS TO ALARM SENSORS AND ELECTRONIC EQUIPMENT.
6. FIRE SYSTEM CONTRACTOR SHALL PROVIDE THE FIRE MAIN SENSORS AND SYSTEM EQUIPMENT.	

ICC

CSI 10

NOTES:

1. PROVIDE MIN 2A-10BC RATED FIRE EXTINGUISHERS W/ RECESSED CABINET U.N.O.

2. TRAVEL DISTANCE TO REACH AN EXTINGUISHER SHALL NOT EXCEED 75 FT.

3. MAX FLOOR AREA PER UNIT OF A SHALL NOT EXCEED 3,000 SF

4. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS.
a. WITHIN 30 FT OF COMMERCIAL COOKING EQUIPMENT
b. IN AREAS WHERE FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED, USED, OR DISPENSED.
c. SPECIAL HAZARD AREAS, INCLUDING BUT NOT LIMITED TO LABORATORIES, COMPUTER ROOMS, AND GENERATOR ROOMS, WHERE REQUIRED BY THE FIRE CODE OFFICIAL.

5. PORTABLE FIRE EXTINGUISHERS SHALL BE LOCATED IN CONSPICUOUS LOCATIONS WHERE THEY WILL BE READILY ACCESSIBLE AND IMMEDIATELY AVAILABLE FOR USE ALONG NORMAL PATHS OF TRAVEL.

6. PORTABLE FIRE EXTINGUISHERS SHALL NOT BE OBSTRUCTED OR OBSCURED FROM VIEW.

7. HAND-HELD PORTABLE FIRE EXTINGUISHERS, NOT HOUSED IN CABINETS, SHALL BE INSTALLED ON THE HANGERS OR BRACKETS SUPPLIED BY MFR.

ELEVATION

SECTION

WALL HUNG

CABINET MOUNT

60" MAX

RECESSED FIRE EXTINGUISHER CABINET

PULL HANDLE

SEE SPEC.

BLOCKING

TYPICAL STUD WALL

FIRE EXTINGUISHER

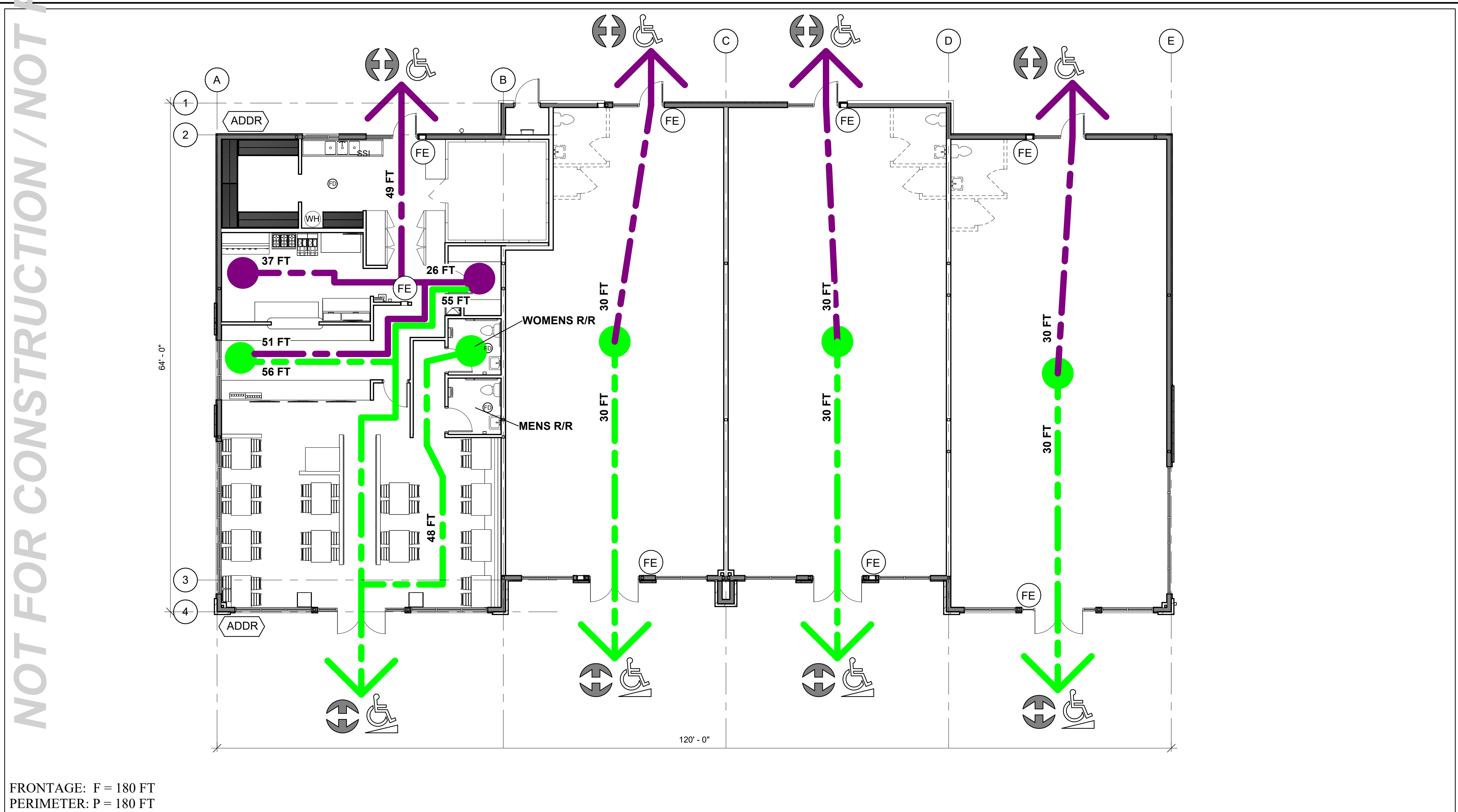
3/4" = 1'-0"

TYPES

NO.

WALL HUNG

CABINET MOUNT



FRONTAGE: F = 180 FT
PERIMETER: P = 180 FT

NOTE: EXIST PATH LENGTHS ROUNDED TO FEET.

MAIN FLOOR EGRESS PLAN

1/8" = 1'-0"

0 10' 20' 40'

EXITING PLAN LEGEND	
	EGRESS PATH
	EXIT DISCHARGE
	DISTANCE BETWEEN EXIT
	1/2 LONGEST DIAGONAL
	ADA ACCESSIBLE
	ADA RAMP

GOVERNING CODES	
NOTE: LOCAL ORDINANCES & BUILDING CODES CONSIDERED IN DESIGN	
1. INTERNATIONAL BUILDING CODE	2021 IBC
2. INTERNATIONAL MECHANICAL CODE	2021 IMC
3. INTERNATIONAL ELECTRICAL CODE	2020 NEC
4. INTERNATIONAL PLUMBING CODE	2021 IPC
5. INTERNATIONAL FIRE CODE	2021 IFC
6. INTERNATIONAL CONSERVATION CODE (ENERGY)	2021 IECC
7. ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES	ICC/ ANSI A117.1-2009
8. ADA STD'S FOR ACCESSIBLE DESIGN	2010 ADA STD'S
9. MIN DESIGN LOADS FOR BUILDINGS & OTHER STRUCTURES	SEI/ASCE 7-05
10. INTERNATIONAL EXISTING BUILDING CODE	2021 IEBC
11. INTERNATIONAL FUEL GAS CODE	2021 IFGC
12. ASHRAE STANDARD 90.1	2022

CODE ADMIN. FIRE & LIFE SAFETY REVIEW				IBC SEC. EQ, OR TABLE	
USE & OCCUPANCY GROUP(S):				CH 3: 302.1	
BUSINESS	B			304	
RESTAURANT		A-2		303.3	
MERCHANTILE			M	309	
AUTOMATIC SPRINKLER SYSTEM			TYPE	CH 9	
-NOT REQUIRED-				903.2 & 907.2	
TYPE OF CONSTRUCTION:				CH 6	
TYPE VB				T601	
FIRE SEPARATION:				CH 5	
-NOT REQUIRED-				T508.4	
GENERAL BUILDING HEIGHT & AREAS:				CH 5	
ALLOWABLES:	PER GROUP	B	A-2	M	506
BUILDING HEIGHT		40 FT			T504.3
NUMBER OF STORIES		2			T504.4
TABULAR AREA		9,000 SF			T506.2
ACTUAL					
BUILDING HEIGHT		22'-0"			
NUMBER OF STORIES		1			
AREA (SF)					
MAX (1) UNIT		2,272 SF			
TOTAL BUILDING		7,205 SF			

FIRE PROTECTION NOTES	1. PROVIDE FIRE EXTINGUISHERS AS INDICATED ON PLANS AND DETAILS.
	2. APPROVED, ASSIGNED, BUILDING ADDRESSES SHALL BE PLACED ON THE BUILDING IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTAGE OF THE PROPERTY. NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND AND SHALL BE A MINIMUM OF 6" HIGH AND A STROKE OF 1/8". ADDRESS NUMBERS SHALL BE ARABIC OR ALPHABETICAL LETTERS.
3. FIRE RESISTIVE CONSTRUCTION AND/OR FIRE SPRINKLER SYSTEMS NOT ADDRESSED ON THESE PLANS AND REQUIRED BY THE LOCAL JURISDICTION AND ADOPTED CODES ARE THE RESPONSIBILITY OF THE OWNER/ CONTRACTOR.	4. PENETRATIONS OF SMOKE OF FIRE RATED WALLS, BARRIERS, PARTITIONS AND FLOORS BY CONDUITS, DUCTS, AND PIPES SHALL BE PROVIDED WITH APPROVED FIRE/SMOKE STOP SYSTEM MATERIAL THAT IS TESTED BY THE LATEST ASTM E-814 TEST.
	5. FIRE STOPPING MATERIALS INSTALLED ARE REQUIRED TO HAVE LABELS ON BOTH SIDES OF THE PROTECTED PENETRATION.
6. FIRE STOPPING MATERIALS FOR NON-FERROUS PIPE, CONDUIT AND OTHER SYNTHETIC MATERIALS SHALL BE COMPATIBLE WITH EACH OTHER.	7. SMOKE DAMPERS SHALL BE LISTED UL555S AND BE CONTROLLED BY AUTOMATIC SMOKE DETECTION EITHER IN THE DUCT OR AREA OF SKOKIE SEPARATION.
	8. ENVIRONMENTAL AIR DUCTS THAT PENETRATE FIRE RATED ASSEMBLIES SHALL BE PROVIDED WITH UL 555 LABELED FIRE DAMPERS THAT HAVE A FIRE RATING OF AT LEAST 75% OF THE ASSEMBLY BEING PENETRATED.
9. FLOOR CARPET SHALL BE TESTED BY THE LATEST ASTM E-648 TEST AND SHALL BE A MINIMUM CLASS '1' (CRITICAL RADIANT FLUX OF 0.45 WATTS PER SQUARE CENTIMETER).	10. FIRE PROTECTION SYSTEMS (WHEN REQUIRED) SHALL HAVE THE PIPING AND WIRING EXPOSED FOR INSPECTION. PIPING AND WIRING MAY BE COVERED AFTER THE FIRE INSPECTION OF THE SYSTEM(S) HAVE BEEN SATISFACTORY COMPLETED.
	11. USE DRY SPRINKLER HEADS IN NON-CONDITIONED SPACES.

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CITY REVIEW ITEMS

CONCEPT SITE PLANS

REVISION NOTES

BY

CHK

APP

F 09-18-2023

A-D 08-26-21

DATE

NO.

BETOS

RESTAURANT/ DINER

LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS

-PLAT "C"

EGRESS & CODE INFO

Iridium AE

ARCHITECTURE & ENGINEERING

635 W 5300 S #302 Murray, UT 84123

(801) 974-5101

www.iridiumae.com

CJK

KCM

KCM, CJK

DESIGN TEAM

9:06 am, Dec 19 2023

STATE OF UTAH

AMY C. MANDRELL

136938

KCM

LICENSED ARCHITECT

ISSUE DATE:

19 DEC 2023

REV. F

SHEET NO.:

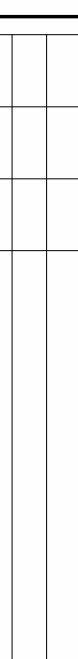
G-002

PROJECT NO.:

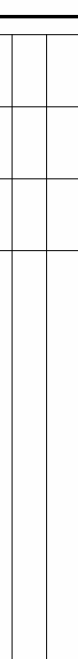
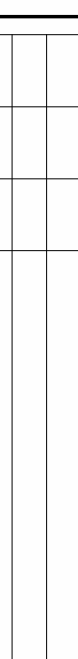
21-140

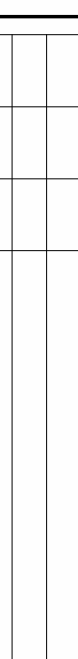
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			CITY REVIEW #4
			CITY REVIEW #3
			CITY REVIEW #2
			CITY REVIEW #1
			BY CHK APP
			REVISION NOTES
			DATE
			NO.

BETOS RESTAURANT/ DINER LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLAT "C"	ARCHITECTURAL STANDARD ELEVATIONS
---	---

	DOWN BY:	CJH	635 W 5300 S #302 Murray, UT 84123
	CHECKED BY:	KCM	(801) 974-5101 www.iridiumae.com
	KCM, CJH		
	DESIGN TEAM		

9:06 am, Dec 19 2023

ISSUE DATE: 19 DEC 2023
REV. H
SHEET NO.: G-004
PROJECT NO.: 21-140

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

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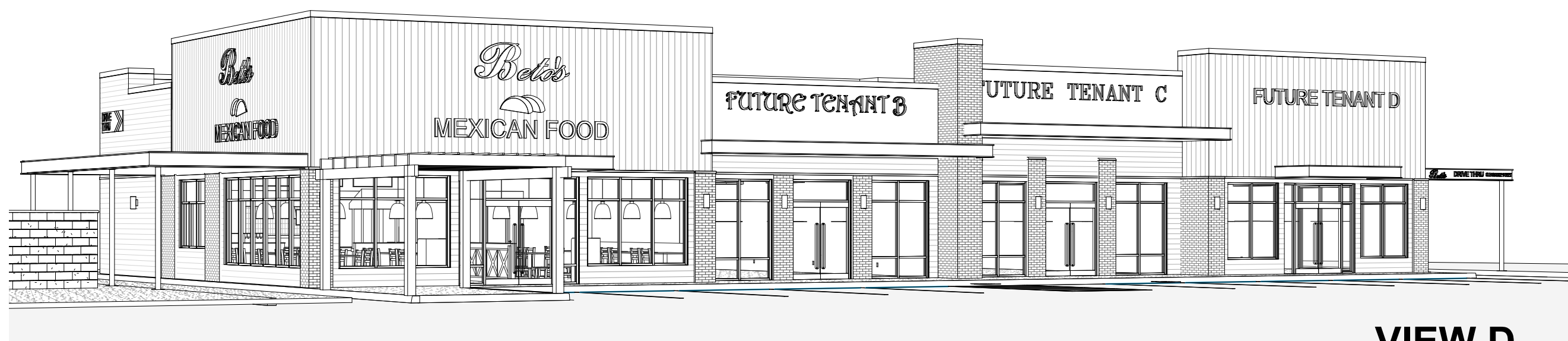
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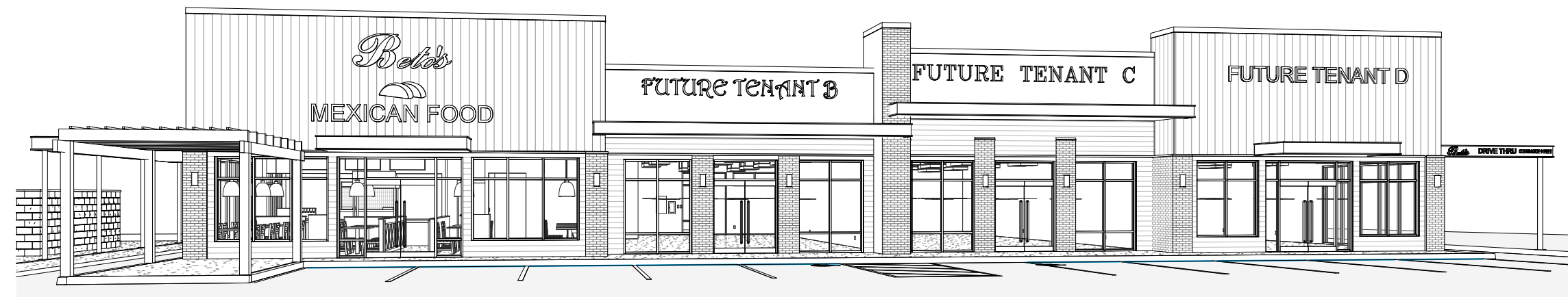
VIEW F



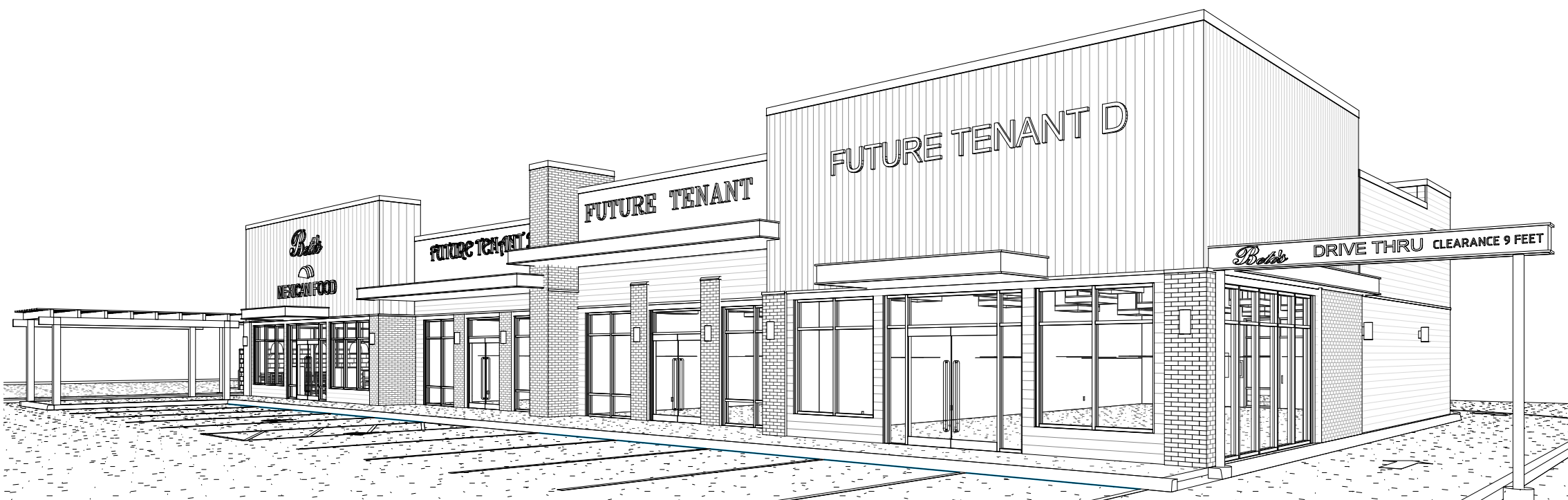
VIEW E



VIEW D



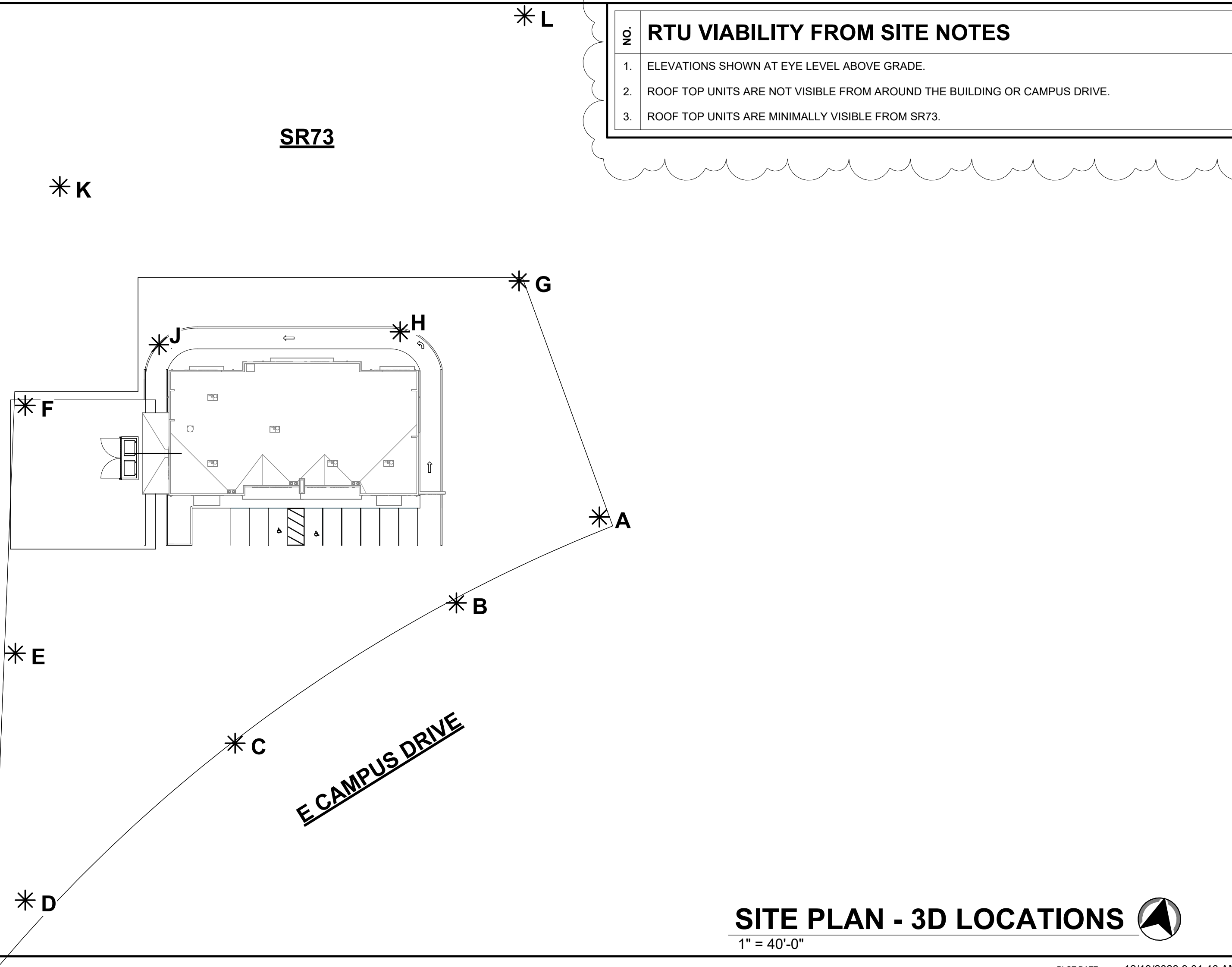
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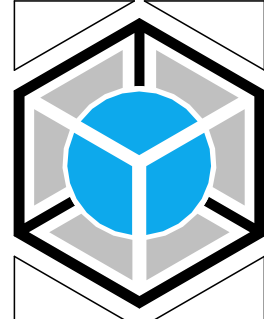
VIEW B



VIEW A



Iridium **AE**



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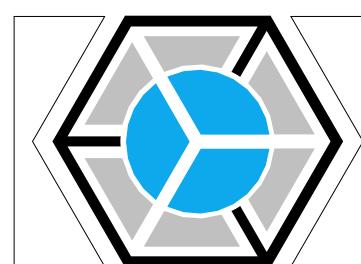
NO.	DATE	REVISION NOTES	BY	CHK	APP
H	12-18-2023	CITY REVIEW #4	CJH	KCM	
G	11-20-2023	CITY REVIEW #3	CJH	KCM	
F	09-18-2023	CITY REVIEW ITEMS	CJH	KCM	

BETOS
RESTAURANT/ DINER
- PLAT "C"

**RTU VISABILITY 3D
ELEVATIONS**

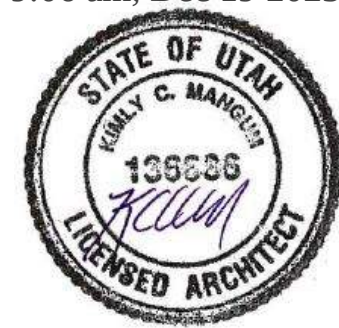
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ARCHITECTURE & ENGINEERING

DRAWN BY: CJH
CHECKED BY: KCM
DESIGNED BY: KCM
PROJECT NO.: 21-140



DESIGN TEAM

9:06 am, Dec 19 2023



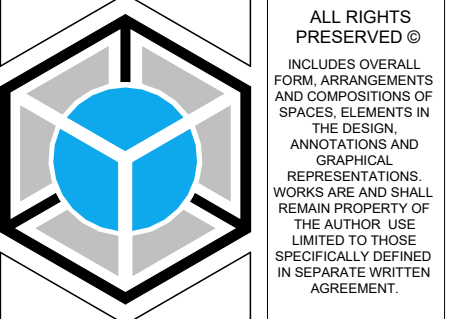
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SHEET NO.: **G-005**
PROJECT NO.: **21-140**

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1. ELEVATIONS SHOWN AT EYE LEVEL ABOVE GRADE.
2. ROOF TOP UNITS ARE NOT VISIBLE FROM AROUND THE BUILDING OR CAMPUS DRIVE.
3. ROOF TOP UNITS ARE MINIMALLY VISIBLE FROM SR73.

[illegible]

BETOS
RESTAURANT/DINER
LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS
- PLAT "C"

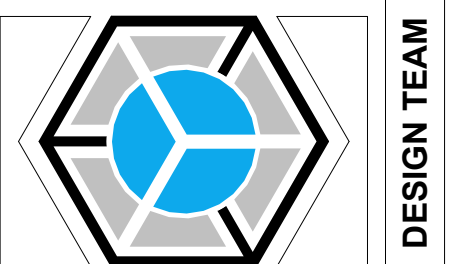
RTU VISIBILITY 3D ELEVATIONS

Iridium AE
ARCHITECTURE & ENGINEERING

DRAWN BY:	Author
	Checker
	Designer

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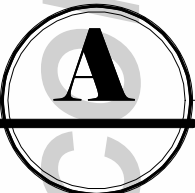


SHEET NO.:
G-006

PROJECT NO.:
21-140

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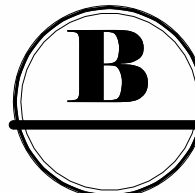
BOLLARD DETAIL

3/4" = 1'-0"

- SEALED ROUNDED CONC CAP
- 6"Ø MIN STD STEEL PIPE - FILL WITH CONC, CLEAN FROM ALL RUST ETC. PRIME & PAINT
- ASPHALT OR CONCRETE PAVING
- UNDISTURBED OR COMPACTED EARTH
- 18"Ø CONCRETE FOOTING

NOTE:

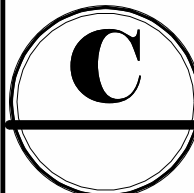
1. UTIL. EQUIPMENT (VALVES, METER BOXES, TRANSFORMERS, ETC.) AND ELEMENTS OF STRUCTURES INSTALLED ADJACENT TO VEHICLE TRAVEL SHALL BE PROTECTED FROM IMPACT WITH BOLLARDS OR OTHER APPROVED BARRIERS.
2. PROVIDE 3 FT MIN TRAVEL SPACE BETWEEN BOLLARDS FOR PEDESTRIANS. DO NOT BLOCK EGRESS.
3. LARGER DIAMETER BOLLARDS ARE RECOMMENDED WHEN SUBJECT TO HEAVY EQUIPMENT.
4. PAINT W/ EPOXY OR EXTERIOR URETHANE PAINT. HDPE SLEEVE COVERS MAY ALSO BE USED.
5. STANDARD COLOR "SAFETY YELLOW". COORDINATE W/ OWNER.



GARBAGE ENCLOSURE - SECTION

3/4" = 1'-0"

- CROWN TOP FOR RUNOFF OR INSTALL SLOPING CAP
- 8" CMU REINF W/ #4 VERTS @ 48" O.C. & #4 HORIZ @ 48" O.C.
- #4 DOWELS 48" O.C. STD HOOK ALT DIRECTION
- BOND BM W/ #4 x CONT @ T&B COURSE
- 4" CONC SLAB
- GRADE
- 0' - 3" CLR
- 0' - 3" CLR
- 1' - 8"
- (2) #4 x CONT



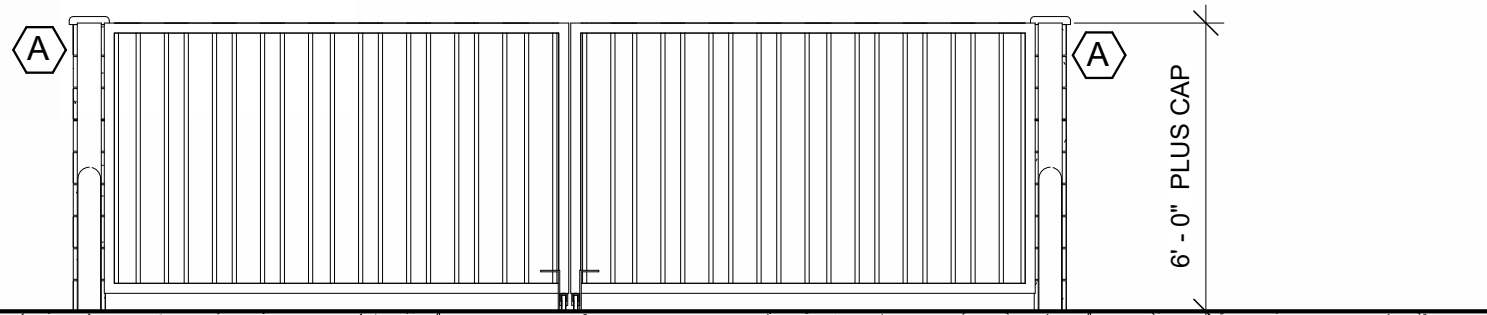
GARBAGE ENCLOSURE - ELEVATION

1/4" = 1'-0"

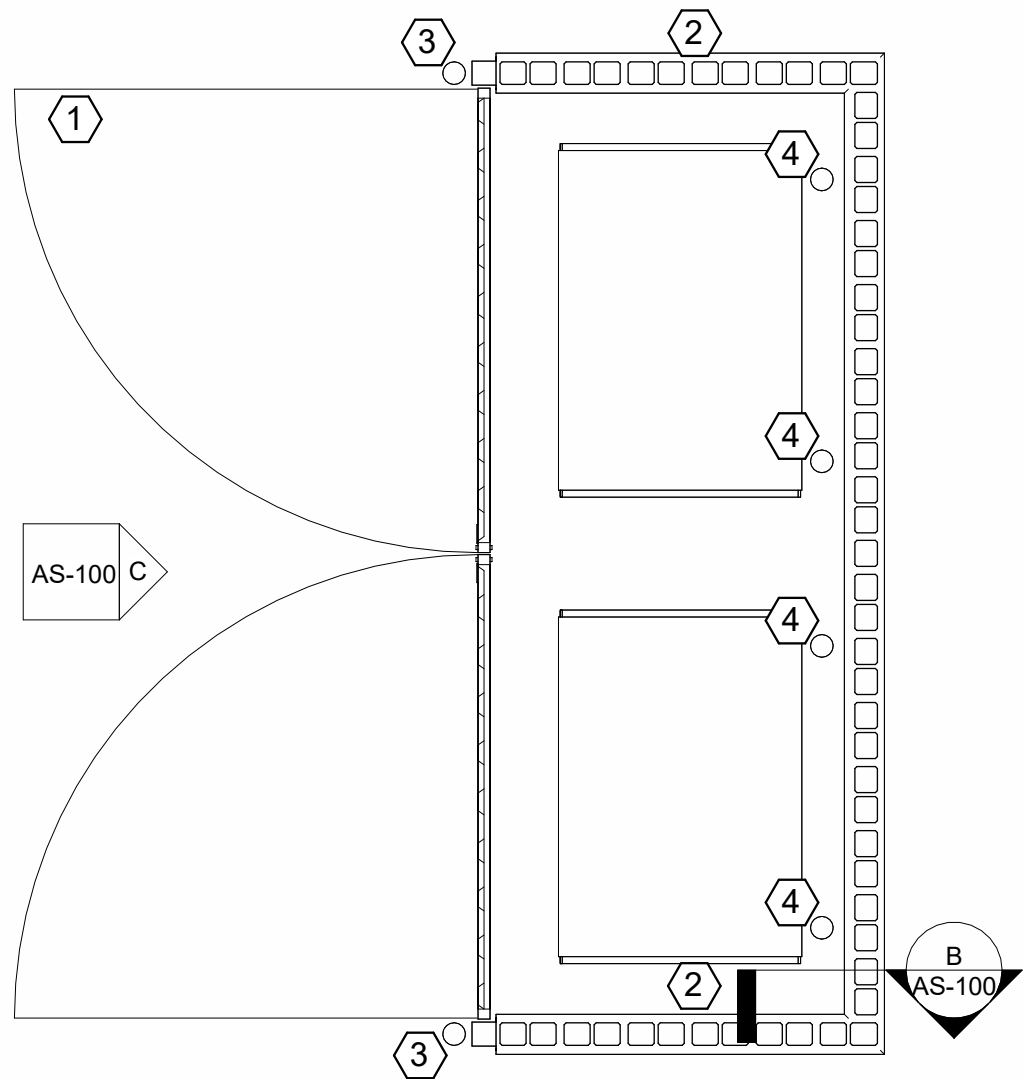


KEYED NOTES:

- 1 8" SPLIT-FACE MASONRY BLOCK PAINTED TO MATCH EFIS ON BLDG.



NOTES: FINAL DUMPSTER ENCLOSURE GATE DETAILS BY FABRICATOR.



KEYED NOTES:

- 1 20 FT MIN SOLID METAL GATE WITH LOCKABLE LATCH
- 2 8" SPLIT-FACE MASONRY BLOCK PAINTED TO MATCH EFIS ON BLDG.
- 3 BOLLARD. SEE DETAIL D/AS-101.
- 4 4" PIPE BOLLARD

DUMPSTER ENCLOSURE FLOOR PLAN

1/4" = 1'-0"



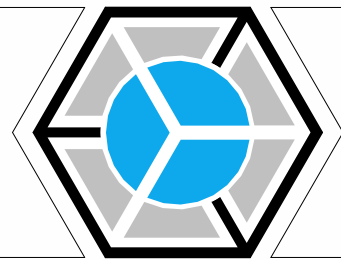
NO.	DATE	REVISION NOTES	BY	CHK	APP
H	12-18-2023	CITY REVIEW #4	CJH	KCM	
G	11-20-2023	CITY REVIEW #3	CJH	KCM	

BETOS
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LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS
- PLAT "C"

GARBAGE ENCLOSURE DETAILS

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	Designer



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ISSUE DATE:
19 DEC 2023

REV. H

SHEET NO.:

AS-100

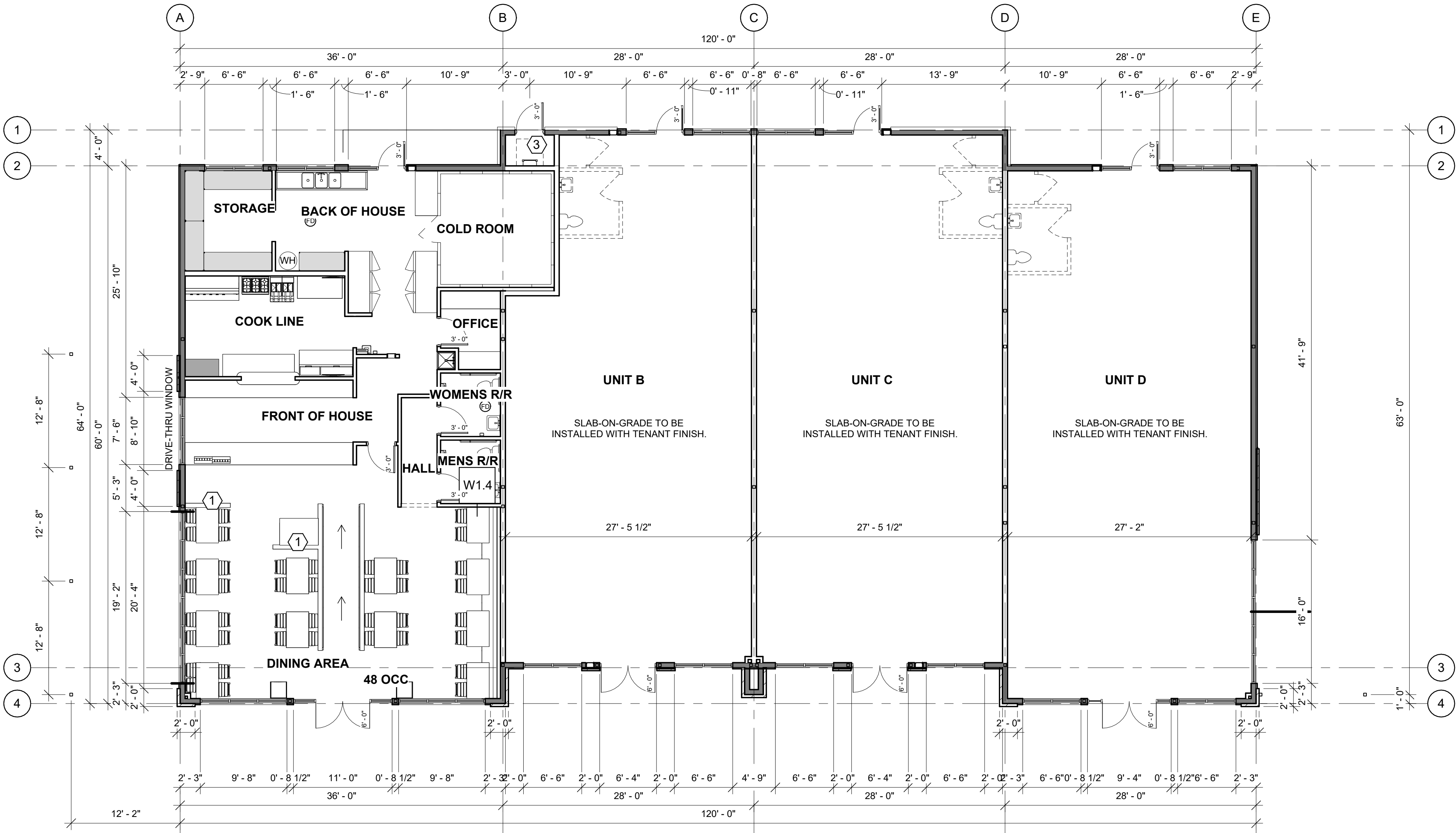
PROJECT NO.
21-140

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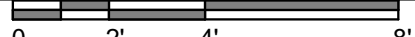
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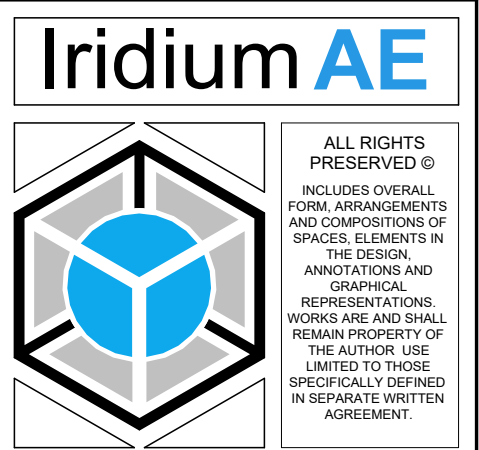
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FULL BUILDING FLOOR PLAN

1/8" = 1'-0"



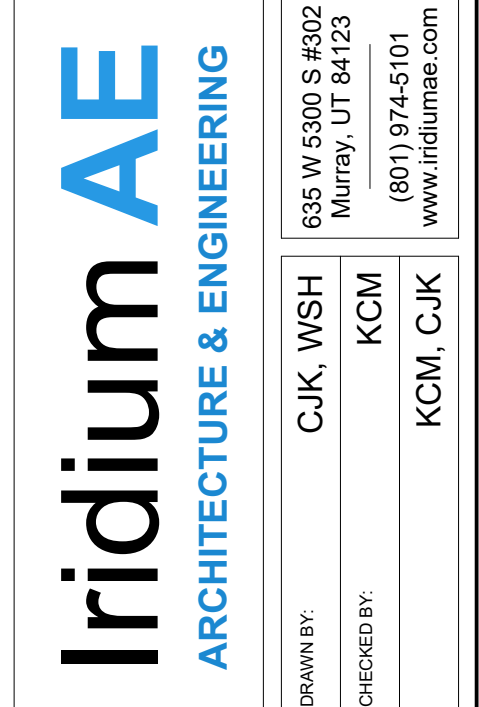


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NO.	DATE	REVISION NOTES	BY	CHK	APP
E	07-09-21	CONCEPT FLOOR PLANS & ELEVATION	CJK	KCM	

BETOS
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LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS
- PLAT "C"

FULL BUILDING FLOOR PLAN



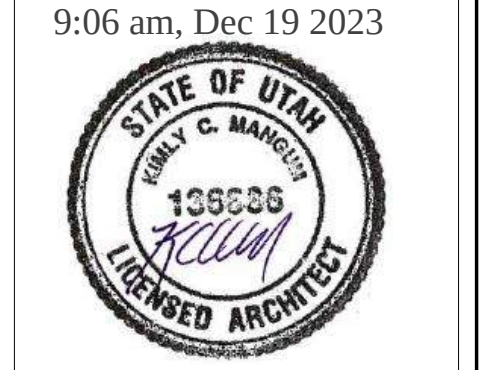
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CHECKED BY: KCM
KCM, CJK

DESIGN TEAM

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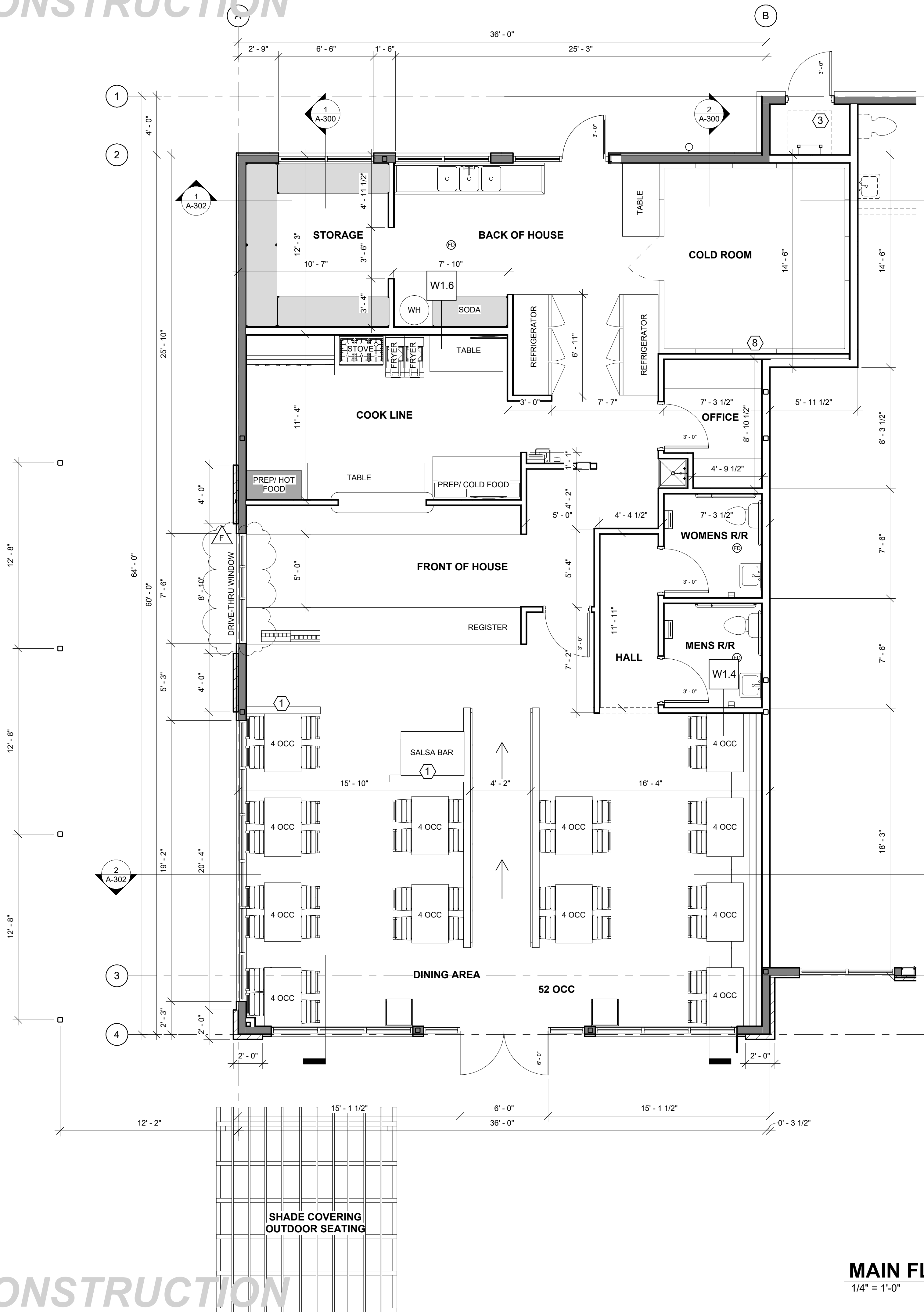
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SHEET NO.: **A-100**
PROJECT NO.: **21-140**

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MAIN FLOOR PLAN

1/4" = 1'-0" 0 2 4 8

FLOOR PLAN KEYED NOTES

- 40" PONY WALL
- FULL HIEGT SEPERATION WALL
- ROOF ACCESS LADDER & HATCH
- RAIN GUTTER DOWN SPOUT AND GRATE
- MAIN ROOF DRAIN CONNECTS TO UNDERGROUND PIPE TO STORM DRAIN
- OVERFLOW SCUPPER
- DATA ON SHELF ABOVE (MOUNTED AT 8 FT) COORDINATE WITH TENANT.
- COLD ROOM INSULATED ENCLOSURE PANELS BY OTHERS.

FLOOR PLAN NOTES

- COORDINATE FINAL FINISHES, COLORS, MATERIALS, FIXTURES, EQUIPMENT AND DETAILING WITH OWNER PRIOR TO PURCHASE AND INSTALLATION
- CLOSETS, PANTRY(S), AND STORAGE ROOMS SHALL HAVE SHELVES, DIVIDERS AND HANGER RODS. COORDINATE WITH TENANT/ OWNER.
- PROVIDE 36" MIN. GUARDRAIL AT ALL SURFACES GREATER THAN 30" ABOVE FINISHED GRADE.
- COORDINATE BUILT-IN MILLWORK, FURNITURE AND APPLIANCES W/ TENANT/ OWNER

BUILDING AREAS

LEVEL	NAME	AREA	PERIMETER
UNIT A	FRONT OF HOUSE	919 SF	130'-2"
	BACK OF HOUSE	1,193 SF	158'-9"
	RESTROOM AREA	160 SF	52'-7"
UNIT B	UNFINISHED	1,571 SF	175'-6"
UNIT C	UNFINISHED	1,681 SF	176'-0"
UNIT D	UNFINISHED	1,681 SF	176'-7"
TOTAL PROPOSED		7,205 SF	869'-7"

CONSTRUCTION ASSEMBLIES - WALL SYSTEMS

DETAIL	CONSTRUCTION	FIRE & TESTING	STC & TESTING
MK			

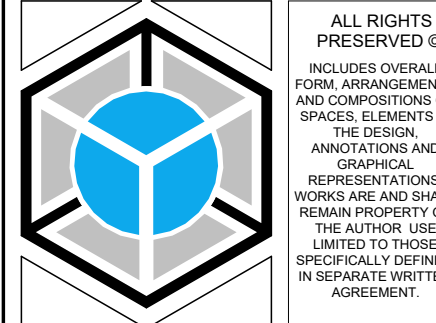
TYPICAL INTERIOR WOOD FRAMED WALL

W1.4		1/2" GWB 2x4 @ 24" 1/2" GWB 6D COATED NAILS 8" EDGED/ 12" FIELD	N/A	N/A
------	--	---	-----	-----

TYPICAL INTERIOR WOOD FRAMED WALL

W1.6		1/2" GWB 2x6 @ 24" 1/2" GWB 6D COATED NAILS 8" EDGED/ 12" FIELD	N/A	N/A
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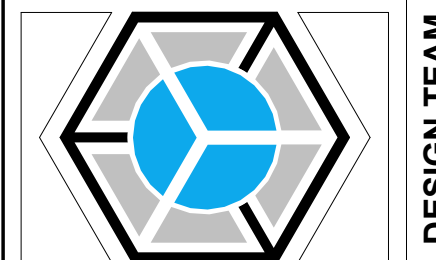
NO.	REVISION	DATE	BY	CHK	APP
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6					
7					
8					

BETOS
RESTAURANT/ DINER
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BETOS FLOOR PLAN

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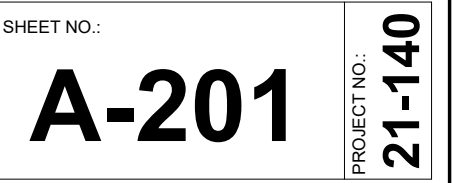
ELEVATION REFERENCE SHEETS	
NO.	
1.	SEE SHEET G-003 FOR BREAKDOWN OF MATERIALS
2.	SEE SHEET G-004 FOR HVAC UNIT 3D ELEVATIONS (NO UNITS ARE VISIBLE)
3.	SEE ALL OTHER A-200 SHEETS FOR REMAINING EXTERIOR ELEVATIONS

ISSUE DATE: 19 DEC 2023	REV. G
SHEET NO.: A-200	PROJECT NO.: 21-140

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NO.	ELEVATION REFERENCE SHEETS
1.	SEE SHEET G-003 FOR BREAKDOWN OF MATERIALS
2.	SEE SHEET G-004 FOR HVAC UNIT 3D ELEVATIONS (NO UNITS ARE VISIBLE)
3.	SEE ALL OTHER A-200 SHEETS FOR REMAINING EXTERIOR ELEVATIONS



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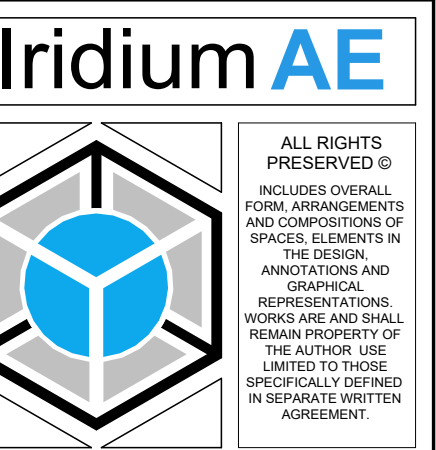
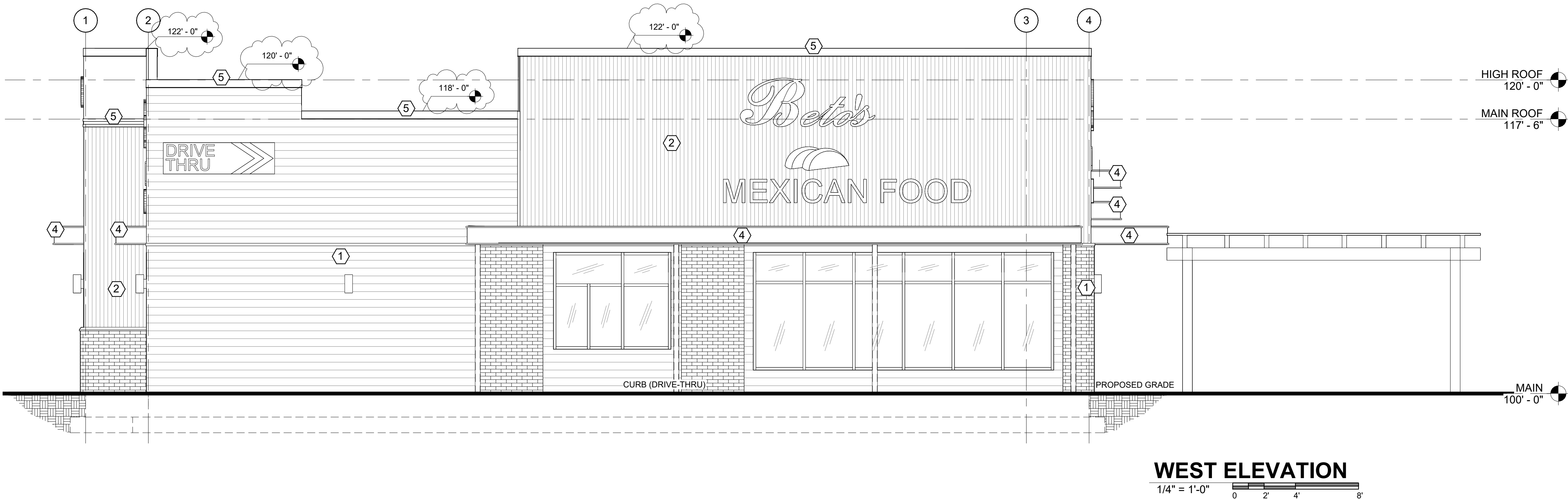
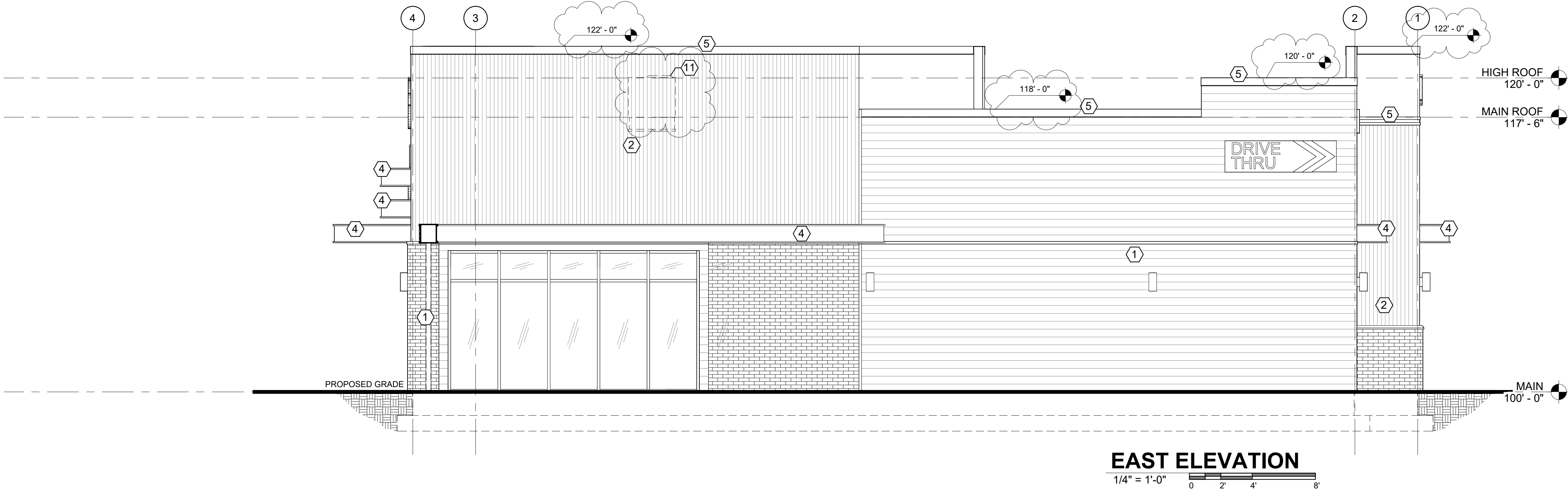
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ELEVATION REFERENCE SHEETS	
NO.	
1.	SEE SHEET G-003 FOR BREAKDOWN OF MATERIALS
2.	SEE SHEET G-004 FOR HVAC UNIT 3D ELEVATIONS (NO UNITS ARE VISABLE)
3.	SEE ALL OTHER A-200 SHEETS FOR REMAINING EXTERIOR ELEVATIONS

ELEVATION NOTES	
NO.	
1.	COORDINATE W/ OWNER/ TENANT FOR ALL FINISH COLORS, SIGNAGE REQUIREMENTS, ETC. (NIC)
2.	CONTRACTOR WILL VERIFY ANY AND ALL STEPS IN FOOTINGS & FOUNDATION AS REQUIRED BY EXISTING FINISH GRADES.
3.	ALTERNATE PRODUCTS AND MODIFICATIONS TO THE STRUCTURE MUST BE APPROVED BY THE A/EOR/ OWNER IN WRITING PRIOR TO MAKING ANY CHANGES.
4.	GRADES INDICATED ARE APPROXIMATE AND MAY BE MODIFIED SUBJECT TO FINAL SITE CONDITIONS. LOTS SHALL BE GRADED TO DRAW SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.
5.	INSTALL SLOPING METAL FLASHING ON ALL HORIZONTAL EXPOSED SURFACES (MASONRY, STUCCO, EIFS, COMPOSITE, WOOD, ETC.)
6.	APPROVED, ASSIGNED, BUILDING ADDRESS SHALL BE PLACED ON THE BUILDING IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY.
7.	ADDRESS NUMBERS SHALL BE ARABIC OR ALPHABETICAL LETTERS, CONTRAST WITH THEIR BACKGROUND AND BE A MINIMUM OF 6" HIGH WITH A STROKE OF 1/2".
8.	COORDINATE ALL FINAL EXTERIOR FINISHES AND SIGN WITH PROJECT MANAGER.
9.	SEPERATE PERMIT REQUIRED FOR SIGNAGE ON BUILDING, PER CITY.

ELEVATION MATERIAL KEY		COLOR
NO.		
1	HORIZONTAL SIDING (SEE SHEET A-523)	
2	VERTICAL SIDING (SEE SHEET A-523)	
3	WALL MOUNTED LIGHT	
4	STANDING SEAM METAL AWNING (POWDER COATED BLACK OR DARK BRONZE)	
5	METAL ROOF CAP FLASHING (POWDER COATED BLACK OR DARK BRONZE)	
6	ALUMINUM STORE FRONT SYSTEM (ANODIZED BRONZE)	
7	OVERFLOW SCUPPER	
8	BRICK (SEE SHEET A-5XX)	
9	BRICK CAP	
10	EIFS (SEE SHEET A-5XX)	
11	RTU BEYOND (SEE SHEET G-005 & G-006 FOR 3D ELEVATIONS - TYP NOT VISIBLE FROM EYE LEVEL ABOVE GRADE)	



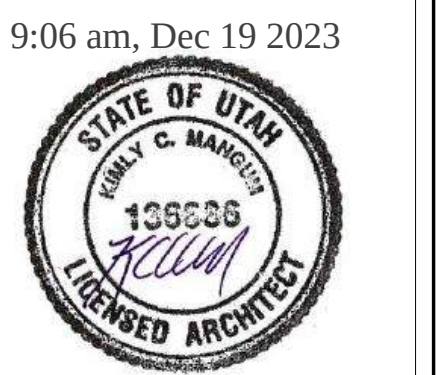
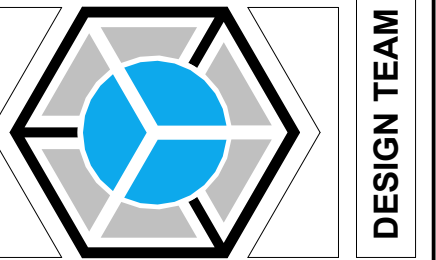
NO.	DATE	BY	CHK	APP
G	11-20-2023	CJH	KCM	
E	07-09-21	CJK	KCM	
A-D	06-26-21	CJK	KCM	

BETOS
RESTAURANT/ DINER
- PLAT "C"

LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS

EAST & WEST ELEVATIONS

Iridium AE ARCHITECTURE & ENGINEERING		635 W 5300 S #302 Murray, UT 84123
DRAWN BY:	CJK, WSH	KCM
CHECKED BY:	CJK, WSH	KCM, CJK



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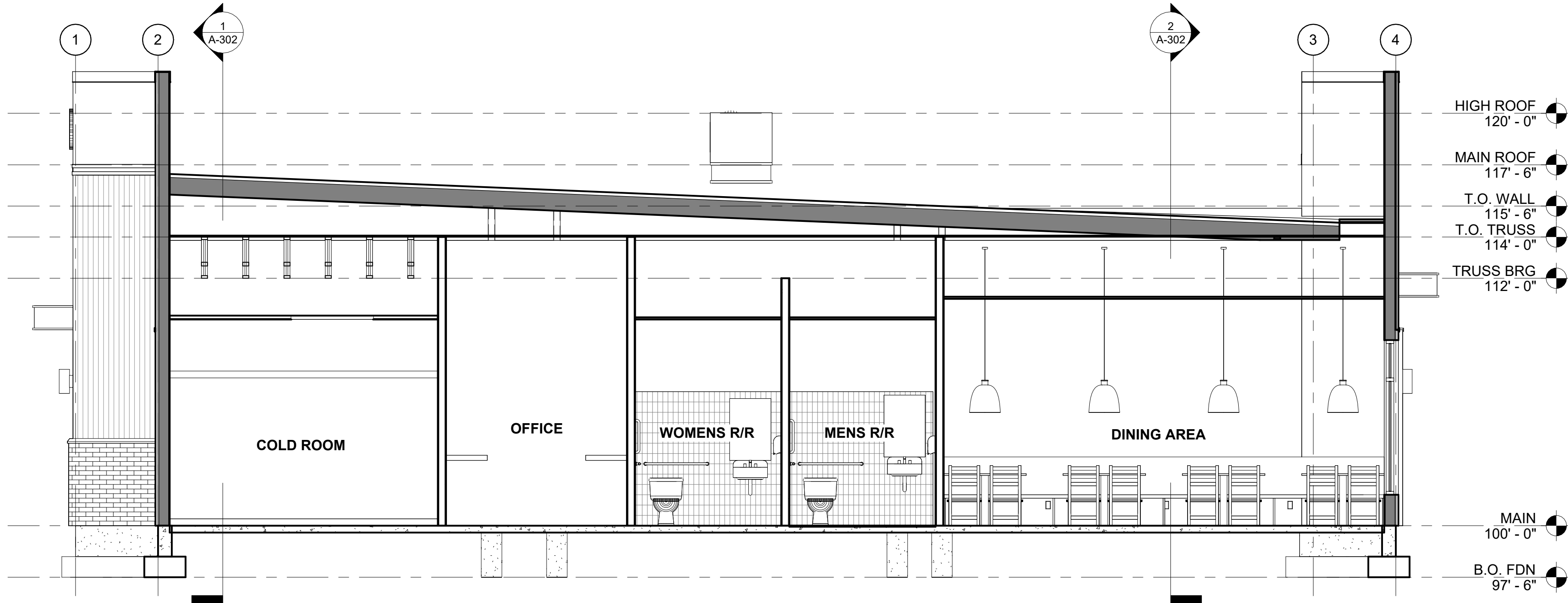
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A-202

PROJECT NO.:
21-140

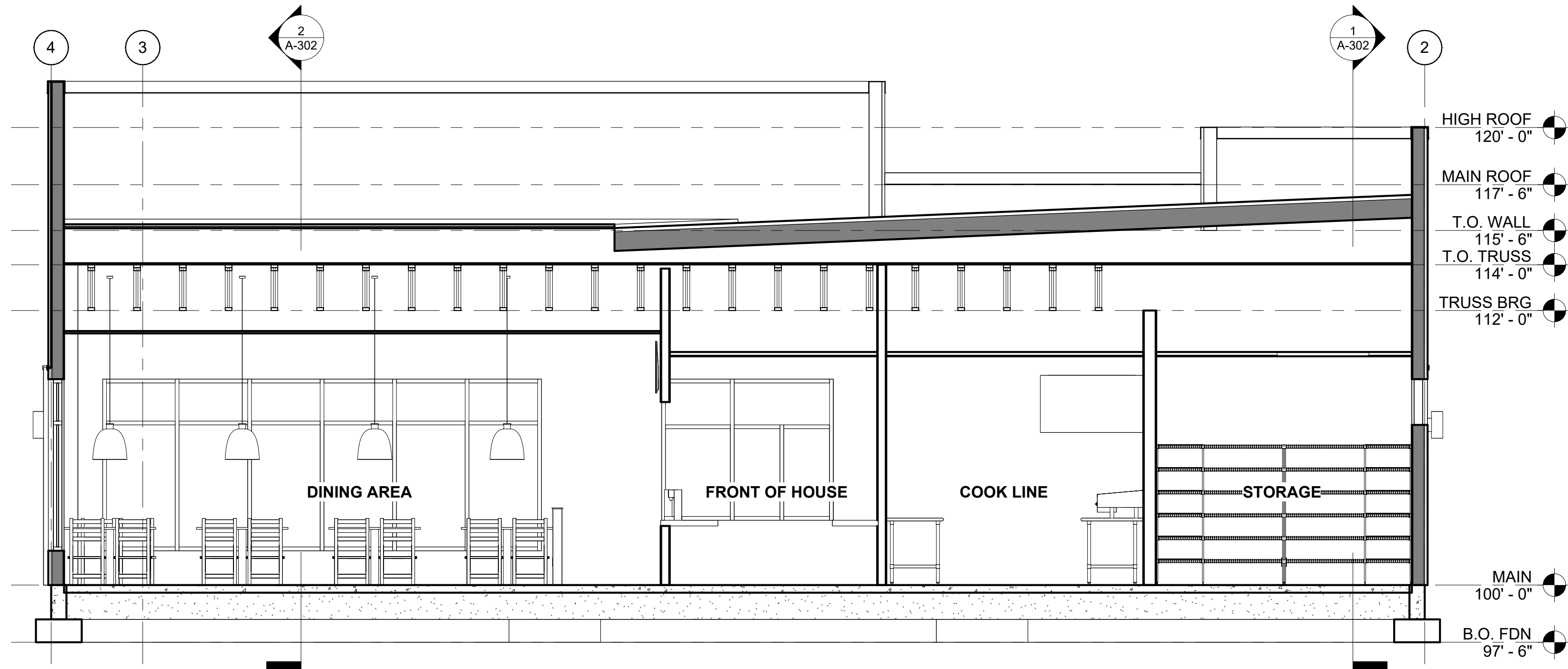
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2 BETOS SPACE SECTION - 2
1/4" = 1'-0"



1 BETOS SPACE SECTION - 1
1/4" = 1'-0"

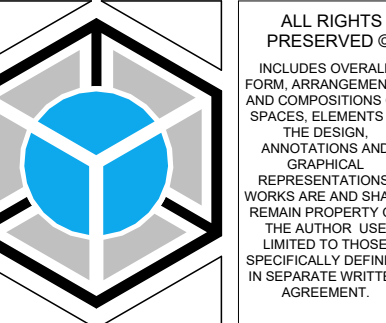
SECTION KEYED NOTES

- 1 PROVIDE 1 1/2" FOAM INSULATION R-7.5 MINIMUM AROUND THE PERIMETER OF THE SLAB-ON-GRADE FLOOR EXTENDING DOWNWARD FROM THE TOP OF THE SLAB FOR A MINIMUM OF 24".
- 2 THE THICKNESS OF CONCRETE FLOOR SLABS SUPPORTED DIRECTLY ON THE GROUND SHALL NOT BE LESS THAN 3 1/2". A 6-MIL POLYETHYLENE VAPOR RETARDER WITH JOINTS LAPPED NOT LESS THAN 6" SHALL BE PLACED BETWEEN THE BASE COURSE OR SUBGRADE AND THE CONCRETE FLOOR SLAB, OR OTHER APPROVED EQUIVALENT METHODS OR MATERIALS SHALL BE USED TO RETARD VAPOR TRANSMISSION THROUGH THE FLOOR SLAB.
- 3 ROOF MEMBRANE TO WRAP UP WALL TO TOP OF PARAPET
- 4 SEE LOAD CALCULATION PACKET FOR INSULATION MIN.
- 5 COORDINATE BUILT-IN MILLWORK, FURNITURE AND APPLIANCES W/ TENANT/ OWNER
- 6 ALUMINUM SOFFIT, FASCIA, GUTTERS AND DOWNSPOUTS
- 7 CONCRETE COMPOSITE SIDING
- 8 UPPER ROOF VENTS. SEE A-800
- 9 22" X 30" MIN. WEATHER RESISTANT METAL EXTERIOR ACCESS DOOR W/ KEYED SECURE LOCKING MECHANISM.

SPECIAL NOTES:

1. ROOF FRAMING HAS A FLAT NORMAL ROOF FULLY SHEATHED PRIOR TO ADDITION OF SLOPING MONO TRUSSES. THIS ACCOMMODATES POTENTIAL FUTURE REMODELS W/ ALTERNATE DESIGN.

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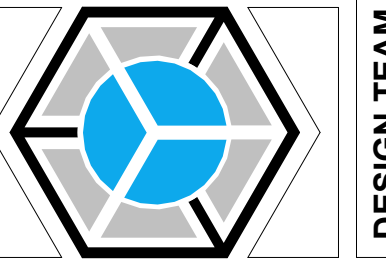
CONCEPT SITE PLANS		REVISION NOTES	
NO.	DATE	BY	CHK APP
A-D	06-26-21	CJK	KCM

BETOS
RESTAURANT/ DINER
- PLAT "C"

BUILDING SECTIONS 1 & 2

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A-D

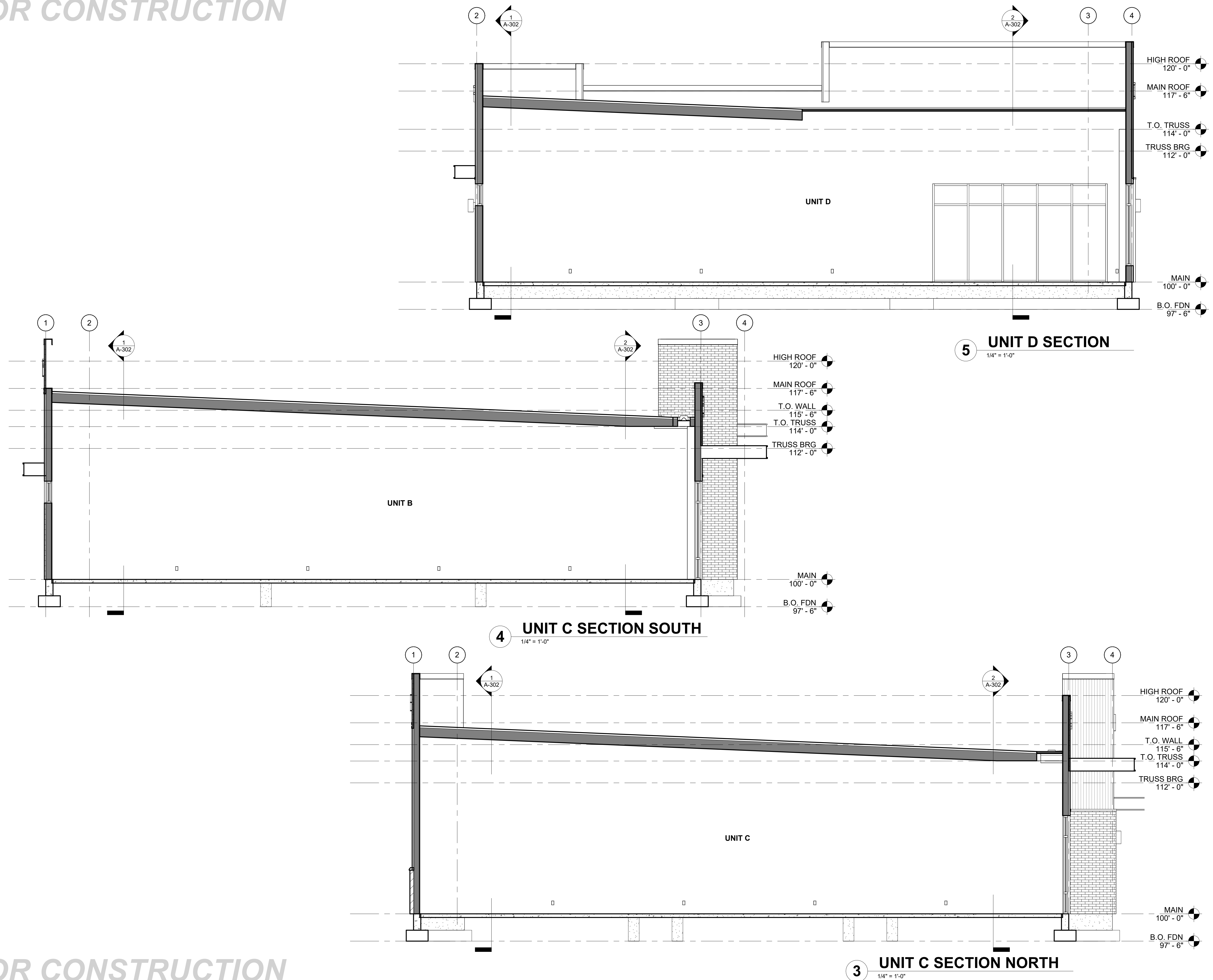
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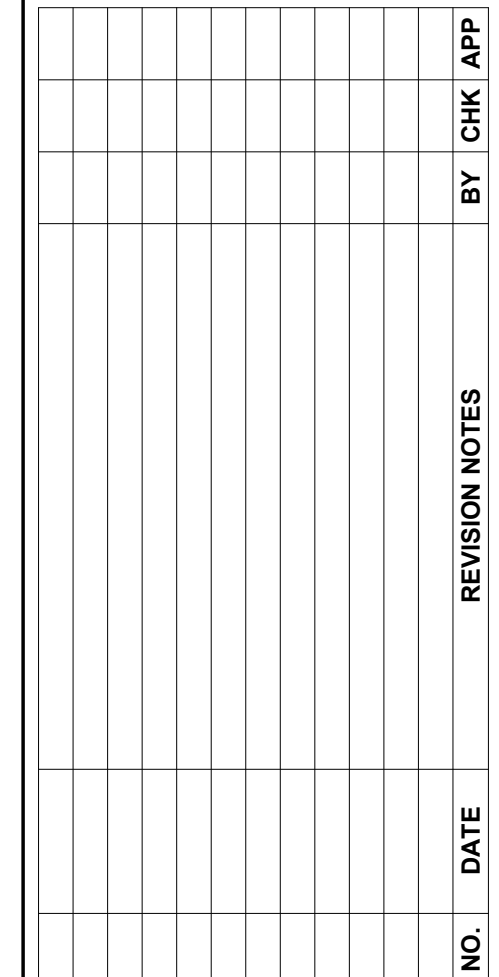
PROJECT NO.:

21-140

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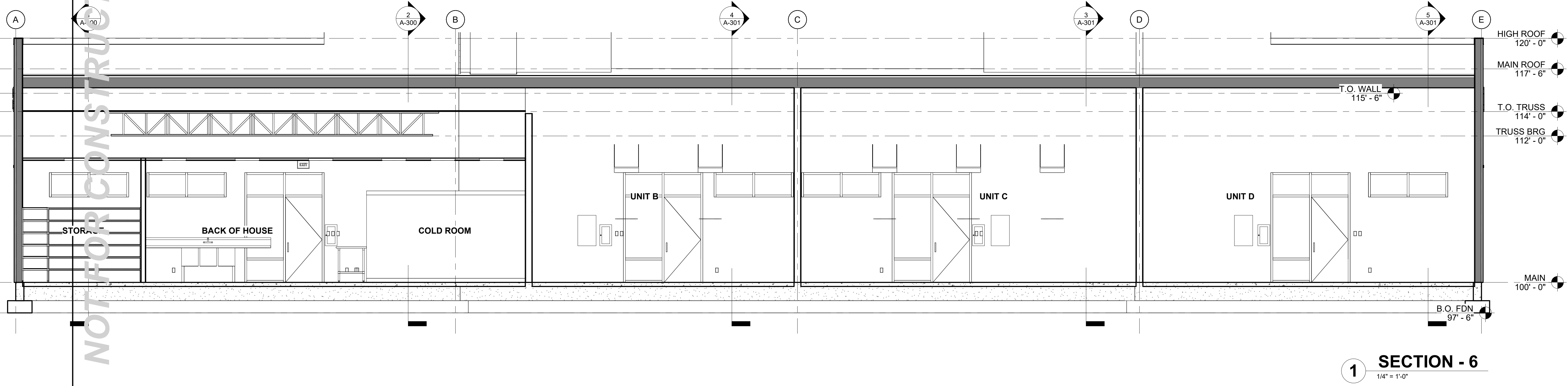
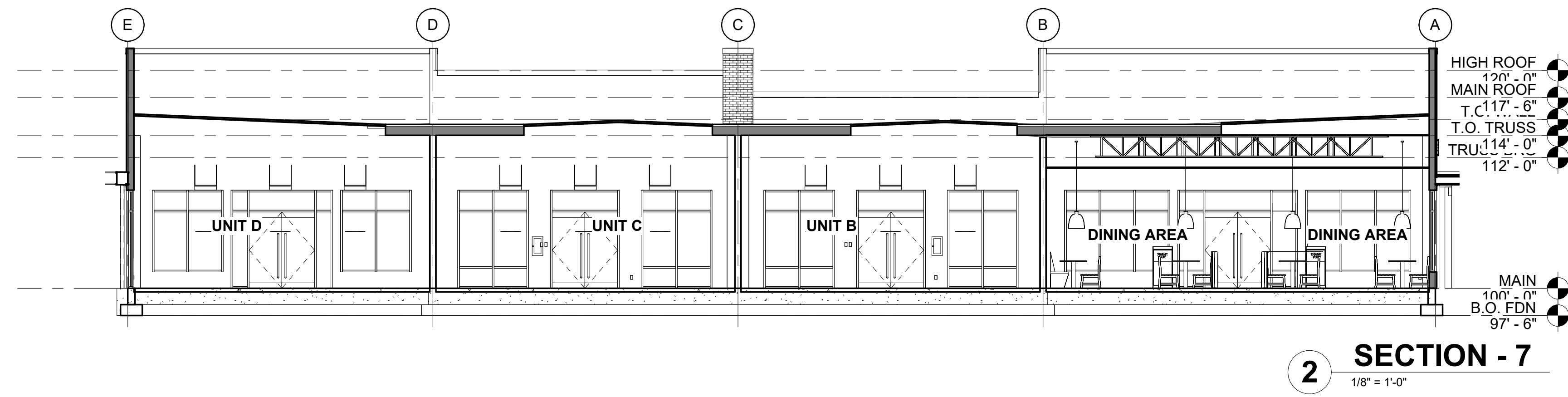
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SHEET NO.: A-302	PROJECT NO.: 21-140

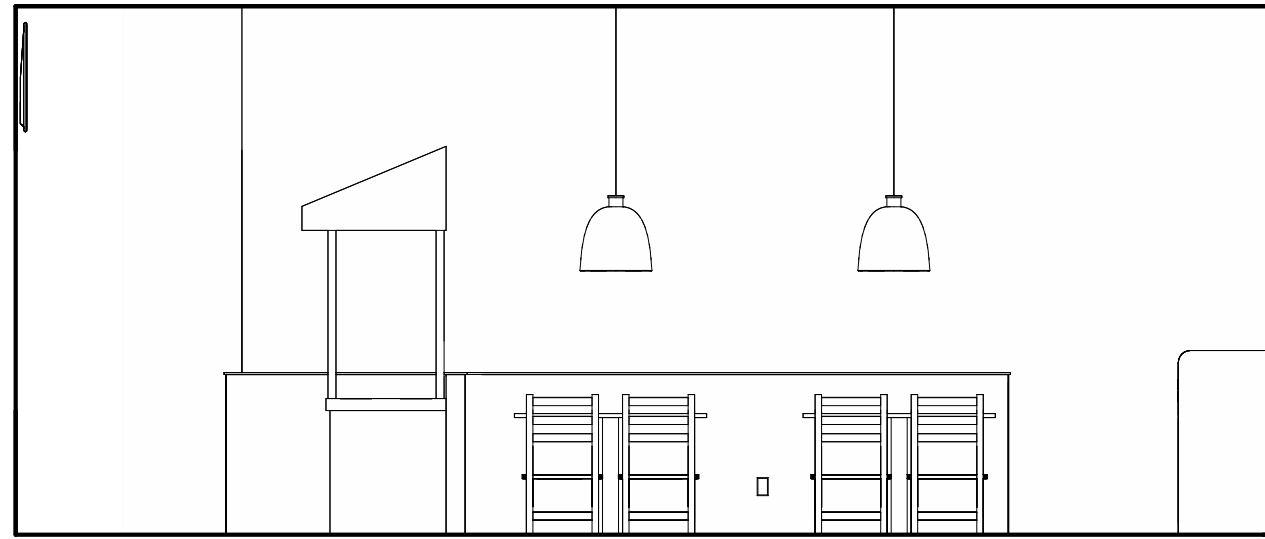


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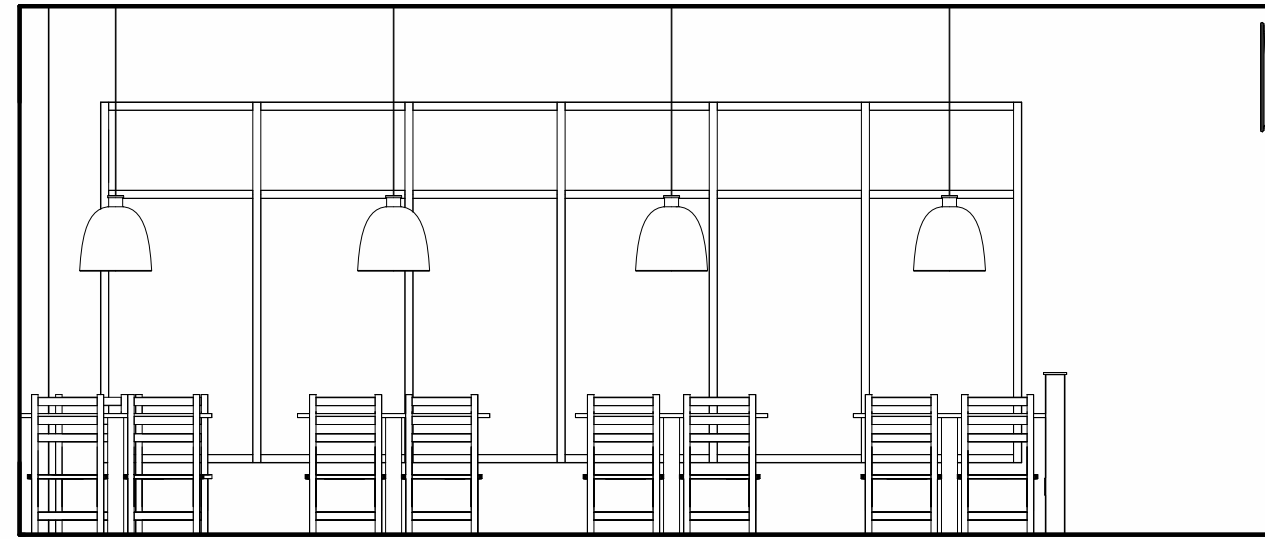
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INTERIOR ELEVATION KEYED NOTES			NOTE: INTERIOR DESIGN & FINISHES TO BE FINALIZED AFTER PERMIT SET. COORDINATE WITH OWNER/ TENANT.
DINING AREA		BACK OUT HOUSE/ COOKING AREA	
1	MOVEABLE TABLES (48"x30") & CHAIRS	15	REFRIGERATOR
2	FULL BENCH (257")	16	COLD ROOM
3	GARBAGE CAN (N.I.C)	17	FRYER
4	SODA DISPENSER	18	STOVE
5	REGISTER (42"x30")	19	GRILL
6	MENU BOARD LOCATION (ABOVE REGISTER)	20	COLD FOOD PREP
7	SALSA BAR	21	HOT FOOD PREP
RESTROOMS		22	UNDERCOUNTER FRIDGE
8	ADA BATHROOM SIGNAGE TO BE PROVIDED AS INDICATED IN DETAIL 6/A-001	23	UNDERCOUNTER FREEZER
9	TOILET TO BE ELONGATED TYPE TOILETS WITH OPEN FRONT TYPE SEAT. PER IPC 420.3	24	CHEESE GRATER
10	ADA COMPLIANT FIXTURES (GRAB BARS, TOILET PAPER, SOAP & PAPER TOWEL DISPENSER). DETAIL 3/A-002	25	MEAT GRINDER (SLICER)
11	ADA SINK W/ MIRROR	26	ICE MAKER
12	TILE FLOORING	27	MENU SCREENS
	78" MIN TILE WALL	28	THREE (3) COMPARTMENT SINK W/ PRE-RINSE FAUCET ASSEMBLY, WITH ADD ON FAUCET (84"W) x25-1/2"D)x41"(H))
	PAINTED WALL	29	TABLE
13		30	VEGETABLE SLICER/ SHREDDER
14		31	FREEZER CHEST
			HAND SINK (34" MAX HEIGHT)
		32	
		33	
		34	ROLLING WIRE SHELVES (N.I.C.)
		35	STORAGE SHELVES
		36	MOP/ FLOOR/ UTILITY SINK
		37	WATER HEATER
		38	ROOF ACCESS LADDER & HATCH
			NOTES: 1. COORDINATE BUILT-IN MILLWORK, FURNITURE AND APPLIANCES WITH TENANT/ OWNER 2. INTERIOR DESIGN & FINISHES TO BE FINALIZED AFTER PERMIT SET. COORDINATE WITH OWNER/ TENANT.

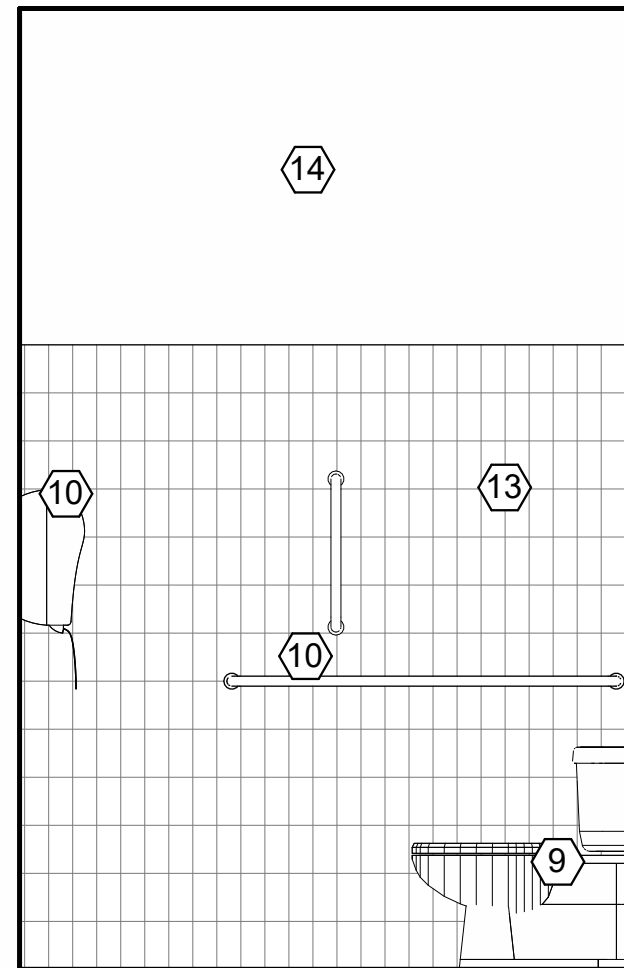
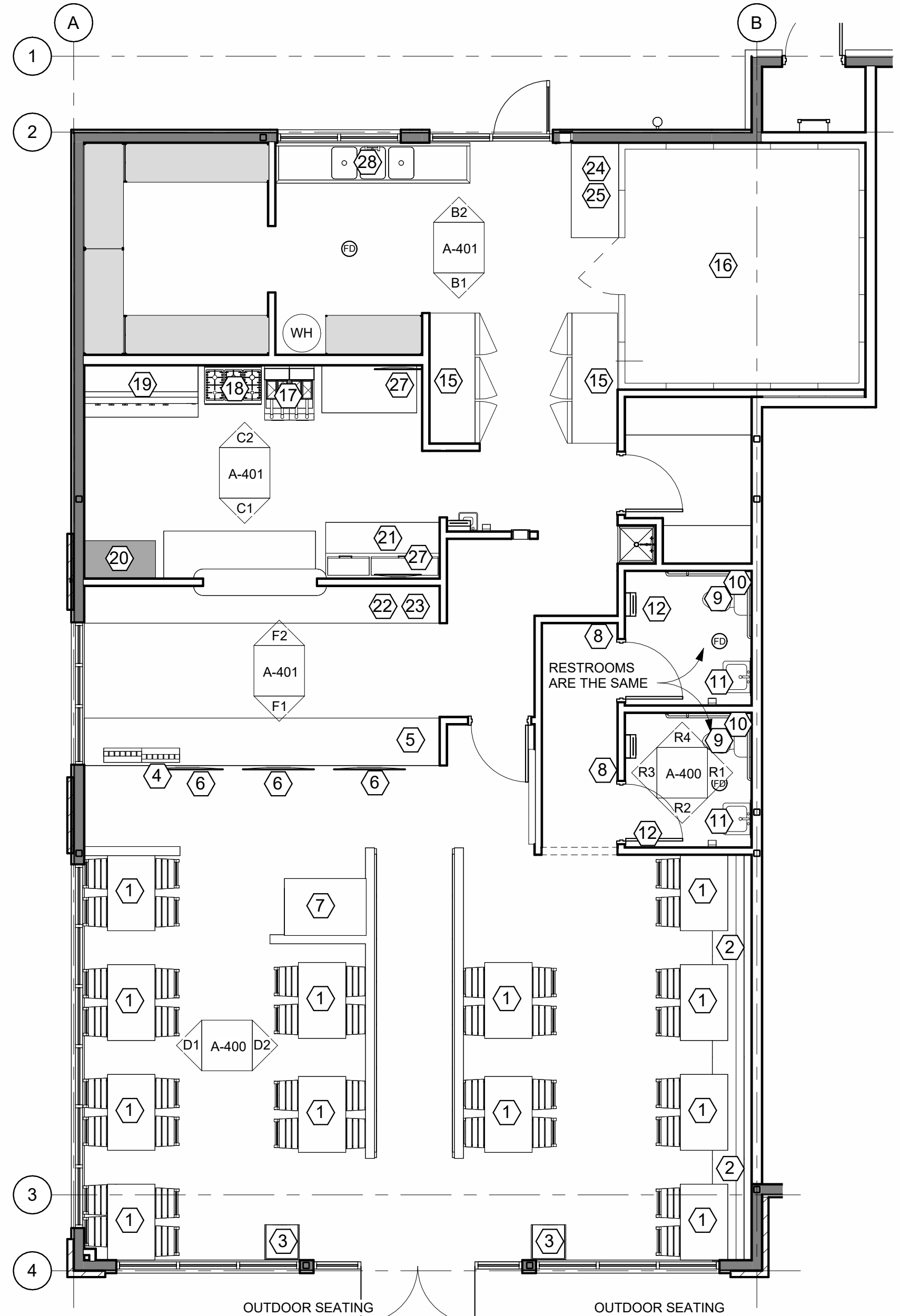


D2 ELEV. 2
1/4" = 1'-0"

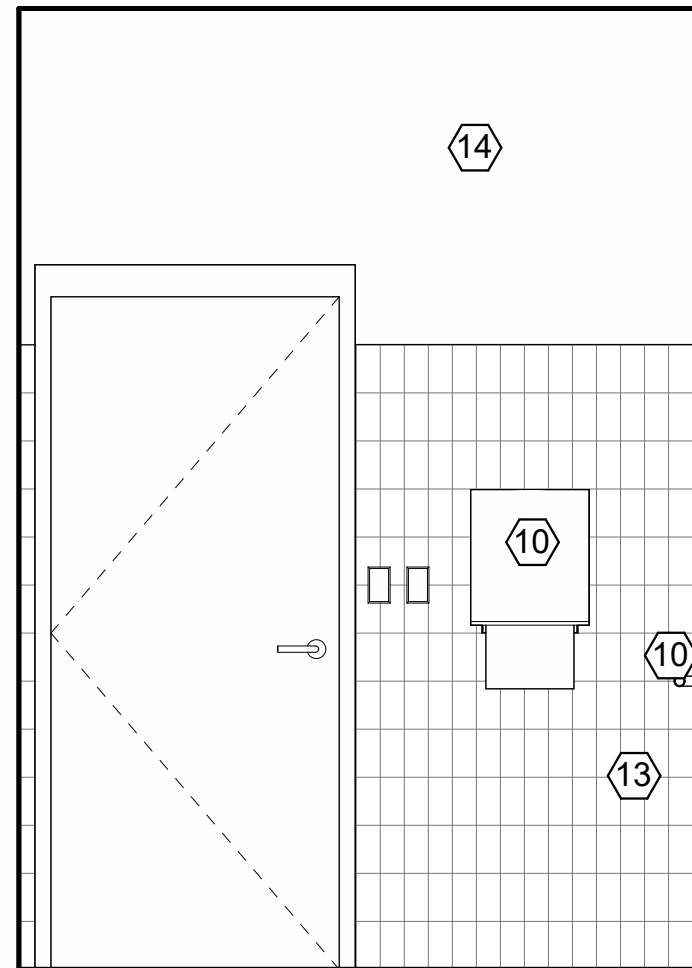


D1 ELEV. 1
1/4" = 1'-0"

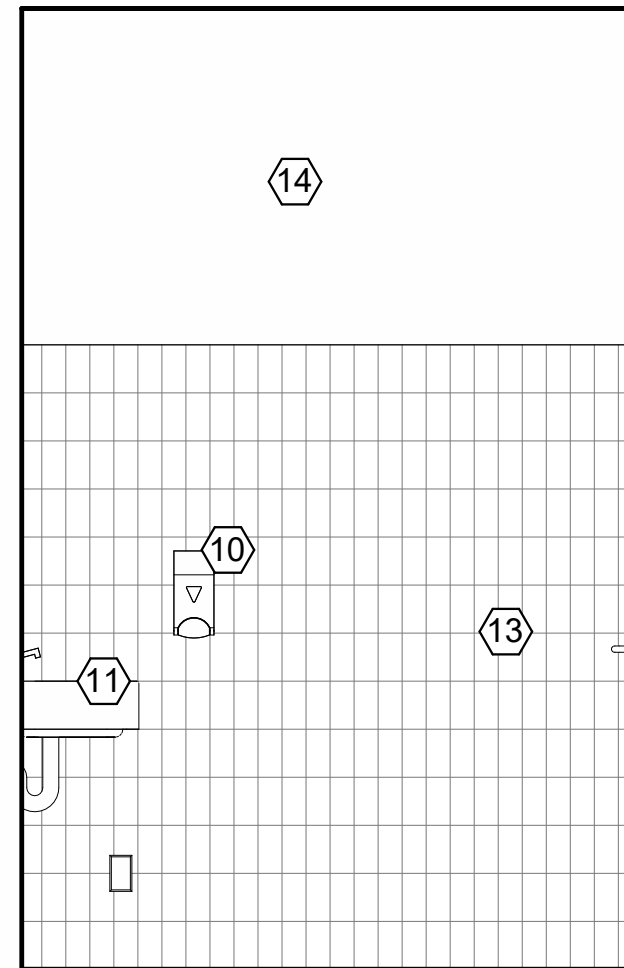
DINING AREA



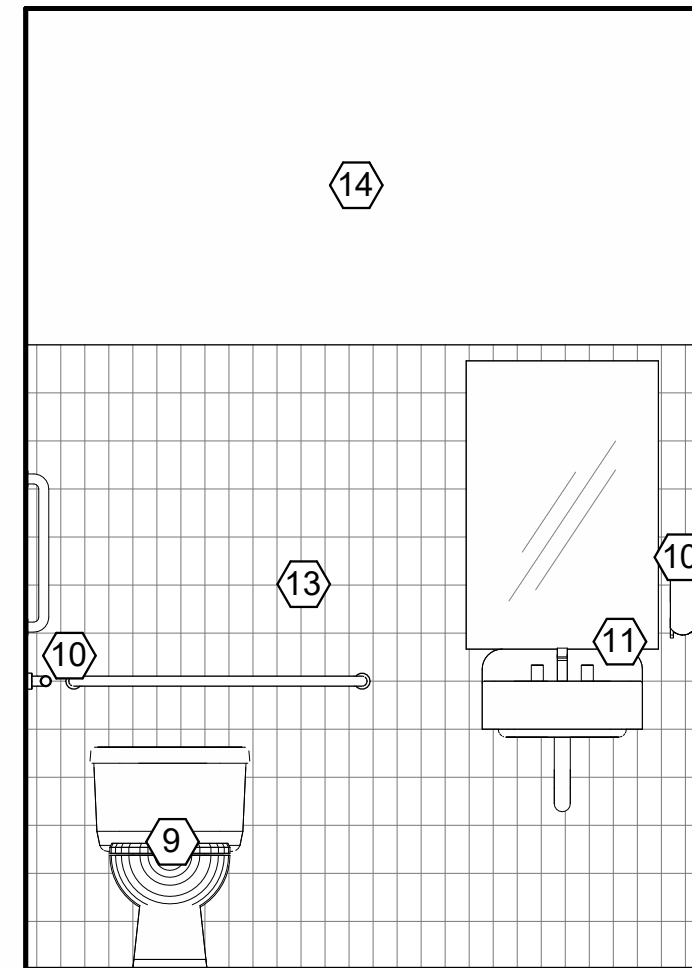
R4 ELEV. 4
1/2" = 1'-0"



R3 ELEV. 3
1/2" = 1'-0"



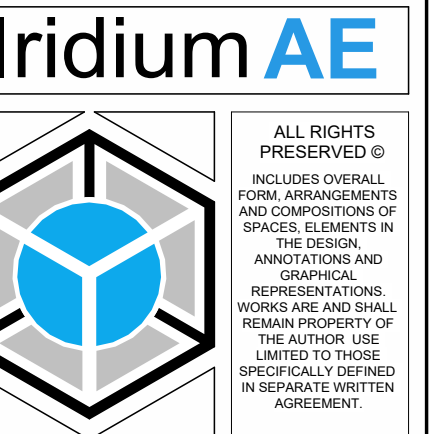
R2 ELEV. 2
1/2" = 1'-0"



R1 ELEV. 1
1/2" = 1'-0"

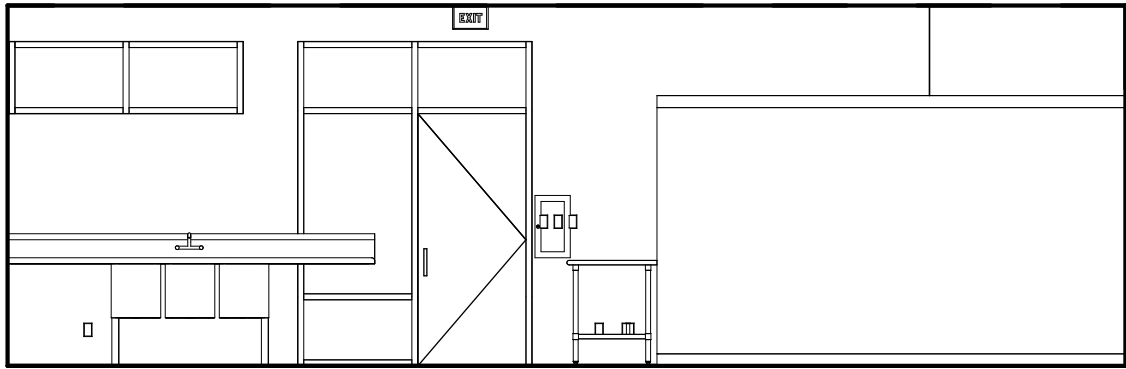
RESTROOMS (TYP)

NOT FOR CONSTRUCTION

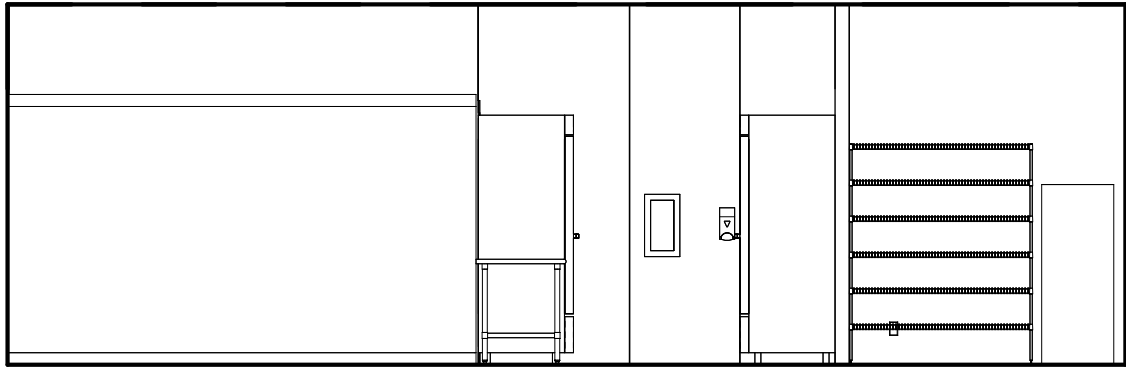


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NOT FOR CONSTRUCTION



B2 ELEV. 2
3/16" = 1'-0"



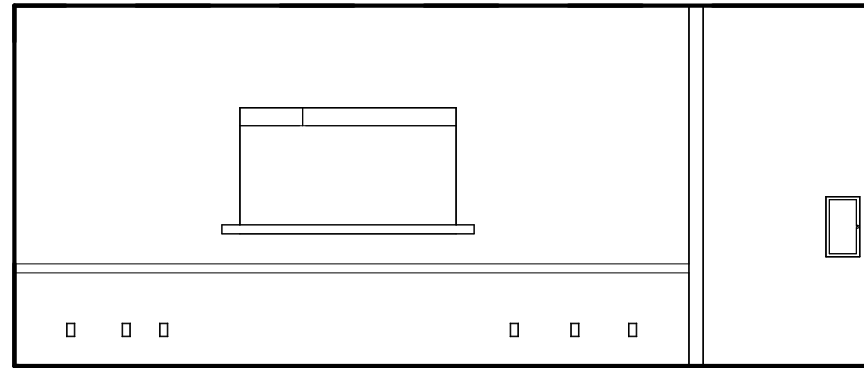
B1 ELEV. 1
3/16" = 1'-0"



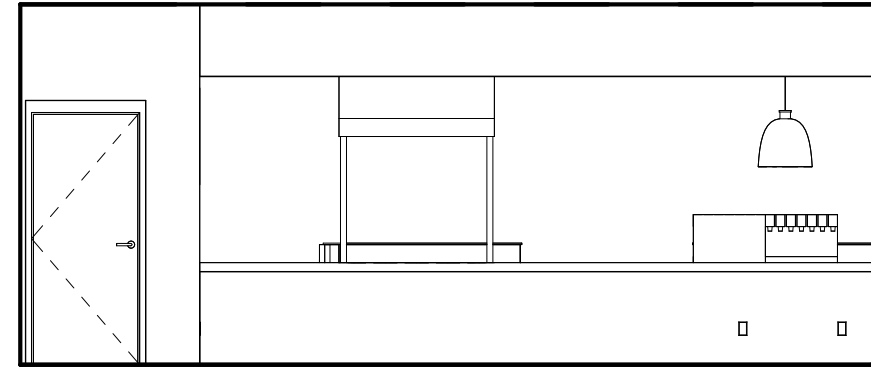
BACK OF HOUSE ELEVATIONS



SEE A-400 FOR KEYED NOTES

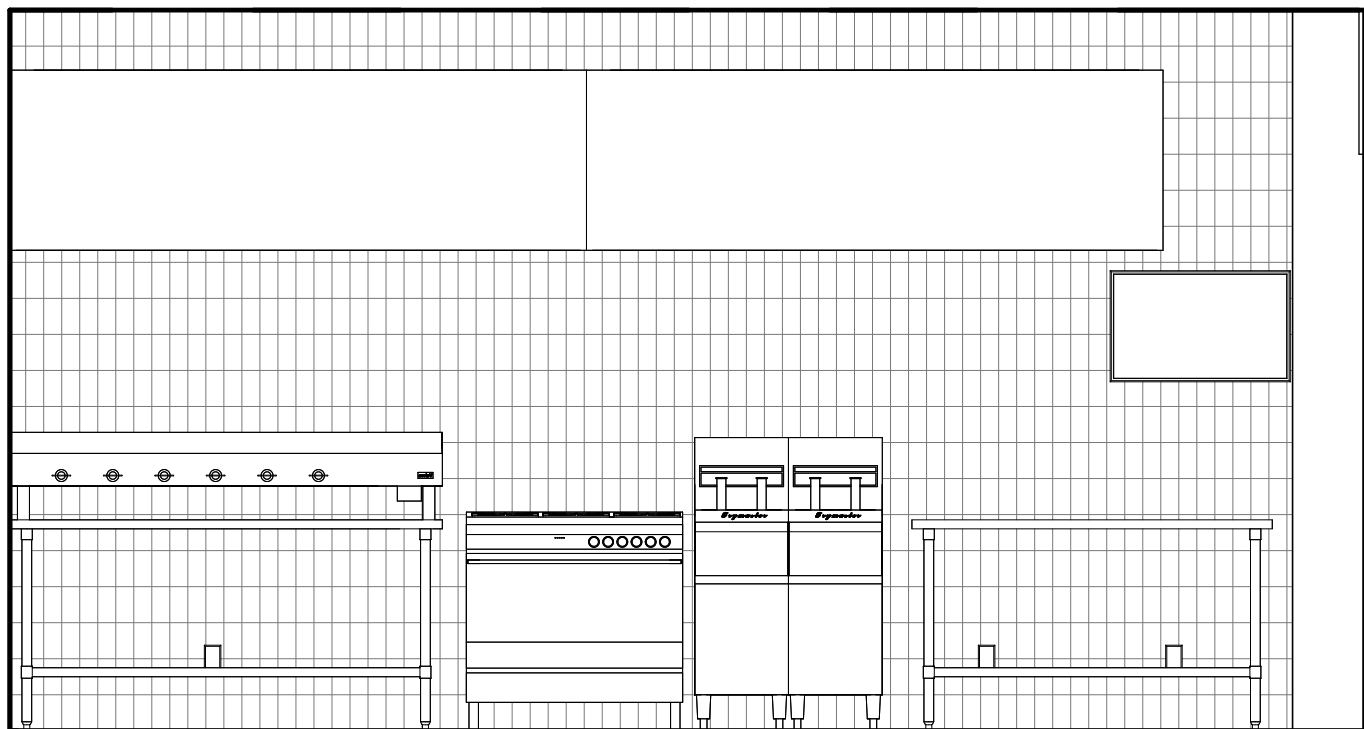


F2 ELEV. 2
3/16" = 1'-0"

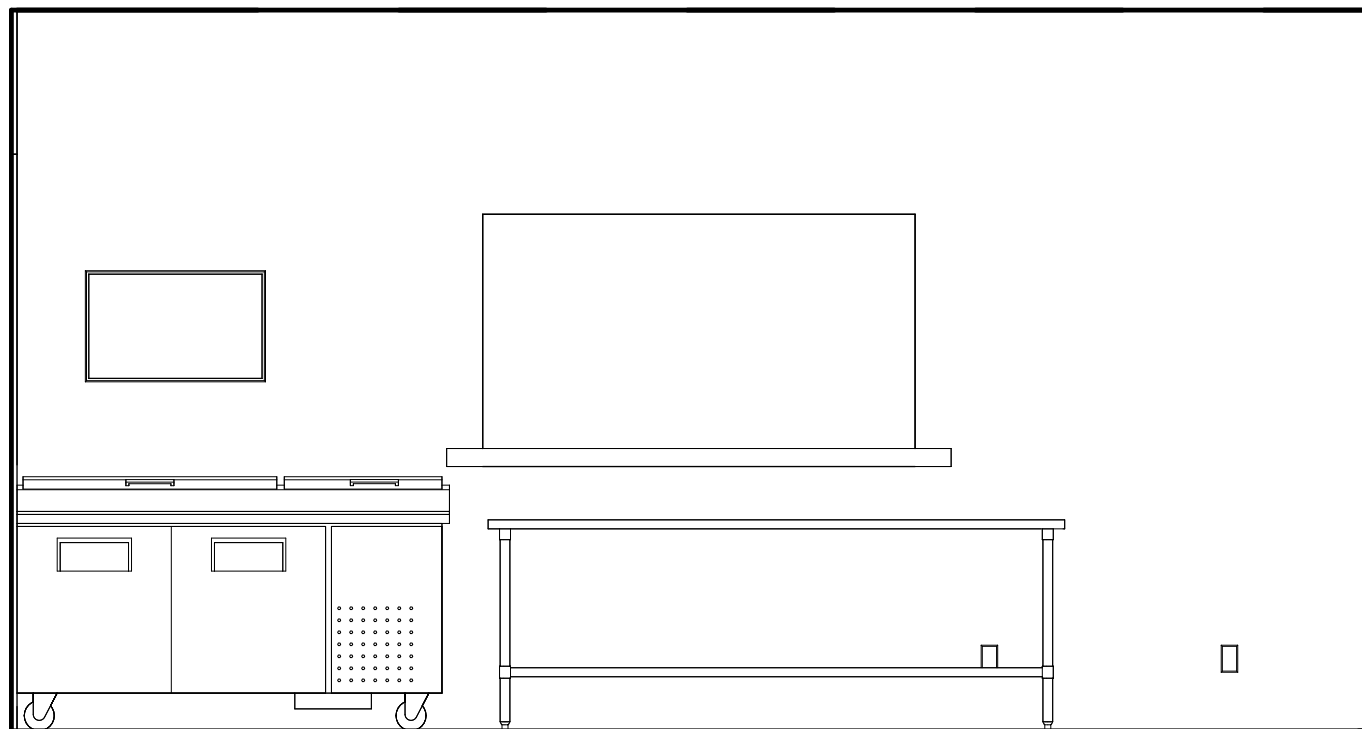


F1 ELEV. 1
3/16" = 1'-0"

FRONT OF HOUSE ELEVATIONS



C2 ELEV. 2
3/8" = 1'-0"

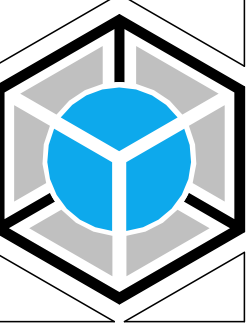


C1 ELEV. 1
3/8" = 1'-0"

COOK LINE ELEVATIONS

NOT FOR CONSTRUCTION

Iridium **AE**



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GRAPHICAL
REPRESENTATION
WORKS ARE AND SHALL
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LIMITED TO THOSE
SPECIFICALLY DEFINED
IN SEPARATE WRITTEN
AGREEMENT.

NO.	DATE	BY	CHK	APP
E	07-09-21		CJK	KCM
A.D.	06-26-21		CJK	KCM
CONCEPT FLOOR PLANS & ELEVATION		CONCEPT SITE PLANS		REVISION NOTES

BETOS
RESTAURANT/ DINER
LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS
- PLAT "C"

INTERIOR ELEVATIONS

Iridium **AE**
ARCHITECTURE & ENGINEERING

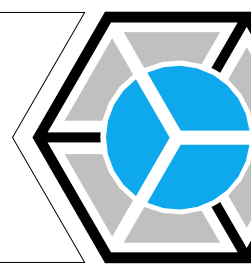
635 W 5300 S #302
Murray, UT 84123
(801) 974-5101
www.iridiumae.com

DESIGNED BY:
C.J.K. WSH

CHECKED BY:
KCM

DESIGNED BY:
KCM, C.J.K.

CHECKED BY:
KCM, C.J.K.



DESIGN TEAM

9:06 am, Dec 19 2023



ISSUE DATE:
19 DEC 2023

REV. E

SHEET NO.:

A-401

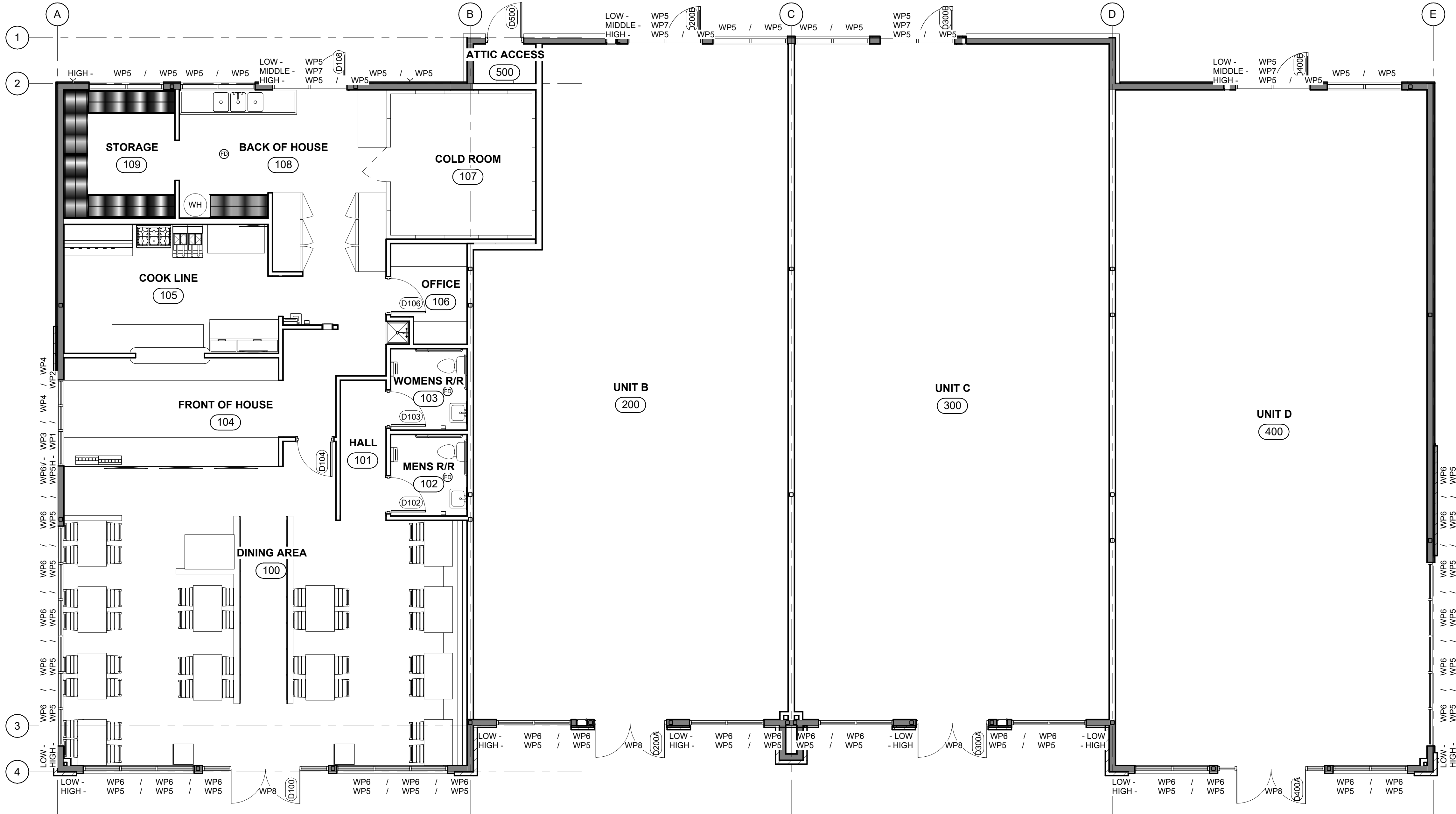
PROJECT NO.:

21-140

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION / NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION



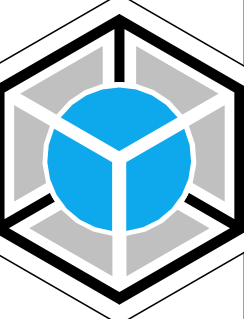
MAIN FLOOR SCHEDULE PLAN

3/16" = 1'-0"

0 2' 4' 8'



Iridium AE



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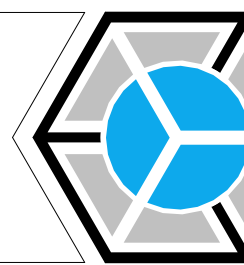
REVISION NOTES		NO.	DATE	BY	CHK	APP
CONCEPT SITE PLANS						
A-D		06-26-21				

BETOS
RESTAURANT/ DINER
- PLAT "C"

FLOOR PLAN SCHEDULE

Iridium AE
ARCHITECTURE & ENGINEERING

635 W 5300 S #302
Murray, UT 84123
(801) 974-5101
www.iridiumae.com



DESIGN TEAM

9:06 am, Dec 19 2023



ISSUE DATE:
19 DEC 2023

REV.
A-D

SHEET NO.:

A-600

PROJECT NO.:

21-140

NOT FOR CONSTRUCTION

The image displays three window elevation drawings, each with its own set of dimensions and labels. The drawings are oriented vertically, with the window opening facing right. A horizontal dashed line labeled 'REF - LEVEL' is positioned at the 100'-0" mark on the right side of the drawings.

- WO2 (34) 3'-4x9'-0"**: This drawing shows a single window unit labeled WP5 and WP6. The total height is 9'-0" (7'-0" + 2'-0"). The total width is 3'-0" (3'-0" + 0'-0"). The window opening is 6'-10" high and 3'-0" wide. The frame is 1'-8" high and 0'-0" wide.
- WO2 (6) 6'-6x2'-0"**: This drawing shows a single window unit labeled WP5. The total height is 9'-0" (7'-0" + 2'-0"). The total width is 6'-0" (3'-0" + 3'-0"). The window opening is 6'-10" high and 6'-0" wide. The frame is 1'-8" high and 0'-0" wide.
- WO1 7'-6x6'-2"**: This drawing shows a multi-unit window system. The total height is 9'-0" (7'-0" + 2'-0"). The total width is 7'-6" (4'-2" + 2'-10"). The window opening is 6'-10" high and 6'-2" wide. The frame is 1'-10" high and 0'-0" wide. The units are labeled WP1, WP2, WP3, and WP4. The window opening is 6'-10" high and 6'-2" wide. The frame is 1'-10" high and 0'-0" wide.

A REF - LEVEL line is shown at 100'-0" on the right side of the drawings.

$$1/4'' = 1'-0''$$

The diagram shows three door elevation drawings with their respective dimensions and labels:

- D107:** A double door with a transom. The overall width is 6'-6" and the overall height is 7'-0". The transom is 3'-0" wide and 2'-0" high. The door panels are labeled WP5, WP7, and WP5. The bottom panel is 1'-8" wide and 2'-0" high.
- D100:** A double door with a transom. The overall width is 6'-4" and the overall height is 7'-0". The transom is 3'-0" wide and 2'-0" high. The door panels are labeled WP8.
- F (TYP):** A single door with a transom. The overall width is 3'-4" and the overall height is 7'-4". The transom is 3'-0" wide and 2'-0" high. The door panel is labeled WP5.

Below the drawings, the text "DOOR ELEVATIONS" is centered. To the right, a north arrow points up, and the text "REF - LEVEL" and "100'-0" are shown.

$$1/4" = 1'-0"$$

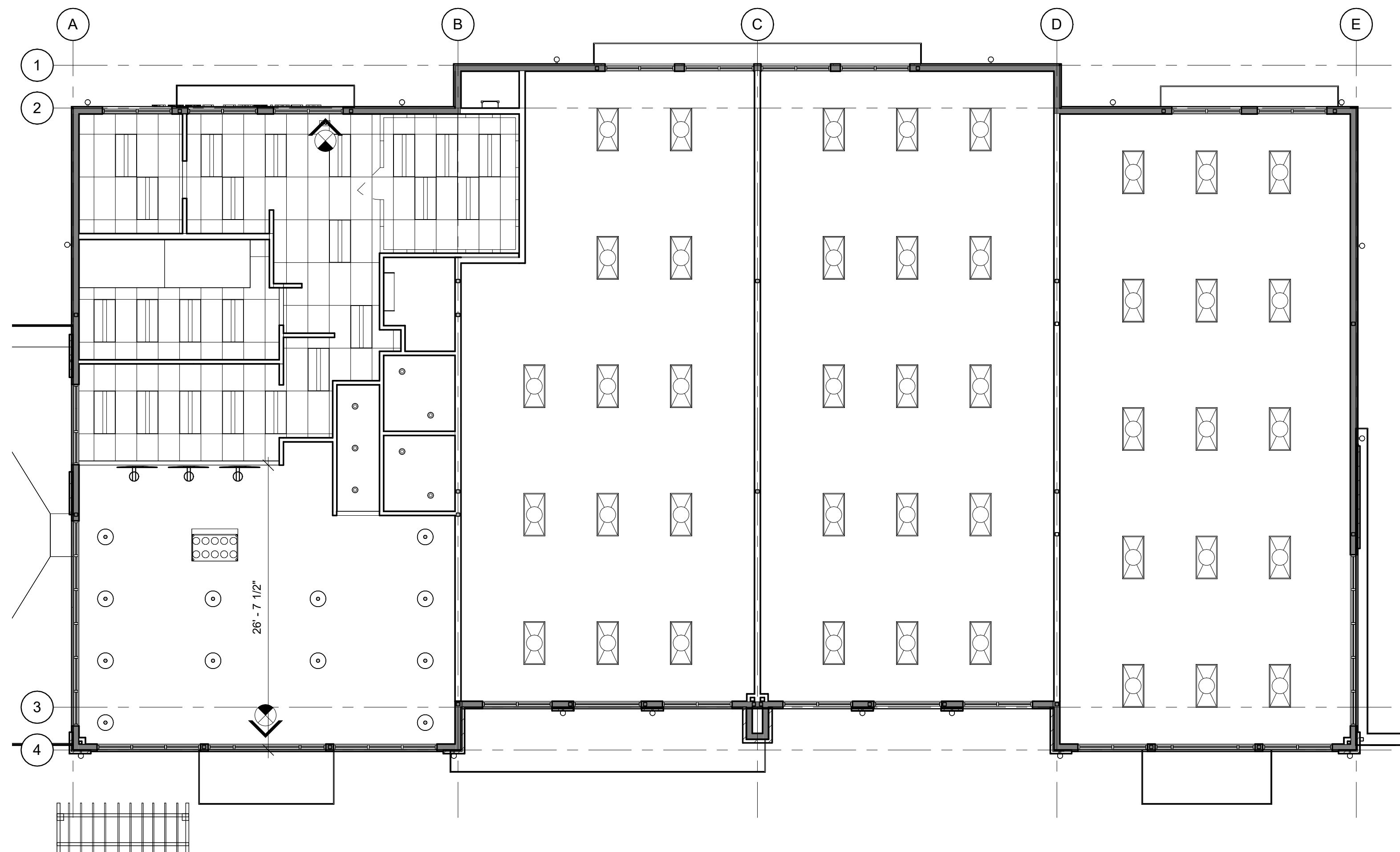
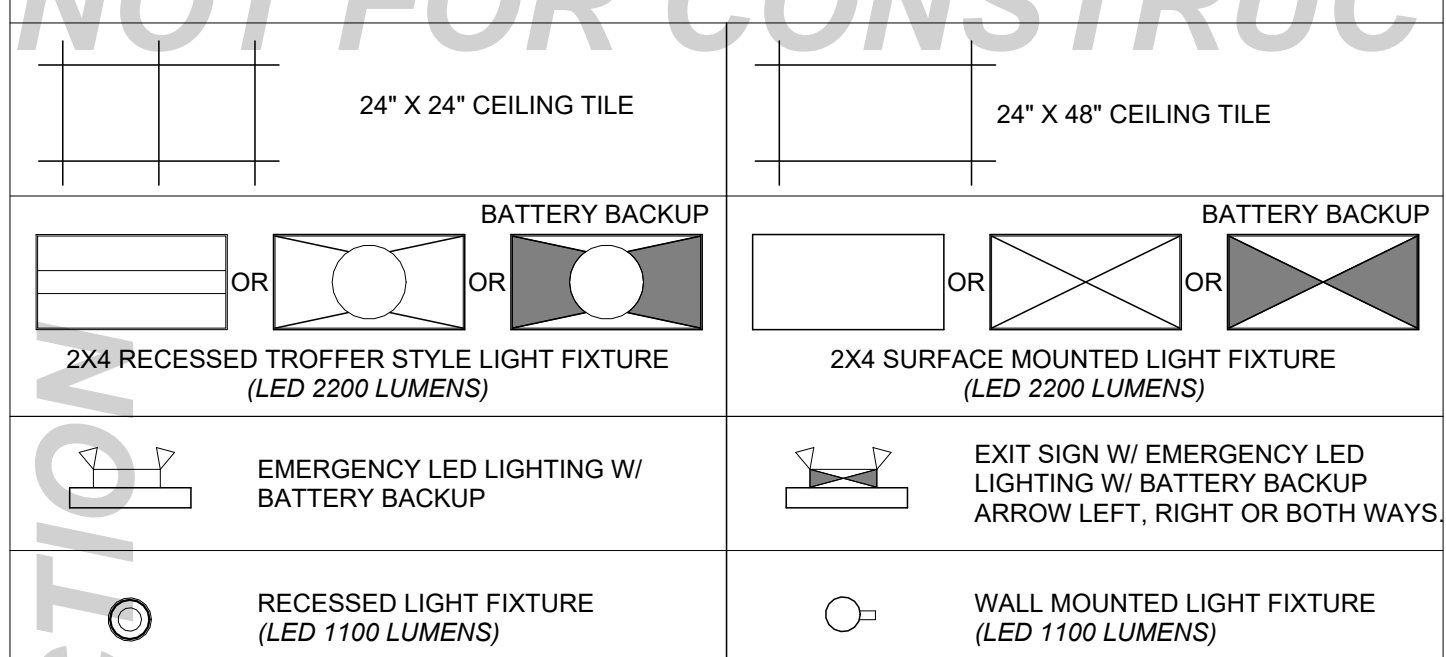
ROOM FINISH SCHEDULE

NOTE: COORDINATE ALL FINISHES WITH OWNER/ TENANT

**OPEN CELLS IN SCHEDULES FOR USE BY OWNER AND CONTRACTOR -
THIS SHEET TO HELP DURING BIDDING AND CONSTRUCTION**

PROJECT NO.:
21-140

REFLECTIVE CEILING LEGEND



MAIN REFLECTIVE CEILING PLAN

$$\frac{1}{8}'' = 1'-0''$$

ELEVATION NOTES

- | | |
|---|---------------------------|
| 1 | 2x4 GRID CEILING AT 10 FT |
| 2 | GYP CEILING AT 10 FT |
| 3 | OPEN TO STRUCTURE ABOVE |
| 4 | WOOD SLOPED CEILING |
| 5 | METAL AWNING |
| 6 | EXHAUST HOOD |
| 7 | HIGH MOUNTED ORDER TVS. |

SUSPENDED CEILING NOTES

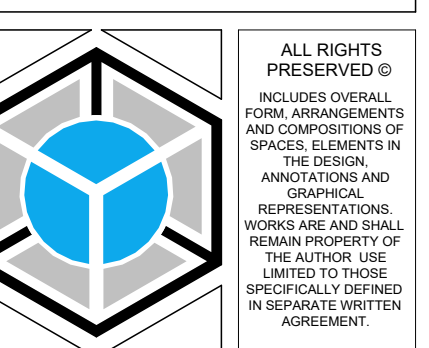
GENERAL

1. SUSPENDED ACOUSTICAL CEILING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF ASTM C 635, ASTM C 636, CISCA AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS
2. ALL WORKMANSHIP SHALL BE OF THE HIGHEST STANDARDS IN ACCORDANCE WITH THE CEILING & INTERIOR SYSTEMS CONSTRUCTION ASSOCIATION POLICY OF UPGRADING QUALITY.
3. THE CEILING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION OF THE PLENUM SPACE PRIOR TO INSTALLATION OF CEILING SYSTEM AND SHALL NOTIFY THE GENERAL CONTRACTOR AND/OR OWNER OF ANY NOTICEABLE DEFECTS OF LEAKAGE OR CLEANLINESS IN VENTILATED CEILING SYSTEMS.
4. THE CEILING CONTRACTOR SHALL COOPERATE WITH THE GENERAL CONTRACTOR AND/OR OWNER AND WITH ALL TRADES TO INSURE A PROPER AND LASTING CEILING INSTALLATION.
5. THE ELECTRICIAN AND OTHER MECHANICAL TRADES SHALL COMPLETE ALL THEIR WORK THAT MUST BE DONE ABOVE THE CEILING BEFORE THE CEILING IS INSTALLED.
7. THE CEILING CONTRACTOR SHALL LEAVE CEILING IN A CLEAN AND UNDAMAGED CONDITION.
8. ALL ELEMENTS CONNECTING TO STRUCTURAL MEMBERS TO RECEIVE FIRE RATED COATING MUST BE INSTALLED PRIOR TO FIRE RATED COATING.
9. SUSPENDED CEILING SHALL BE SUBJECT TO THE SPECIAL INSPECTION REQUIREMENTS OF THE LATEST ADOPTED ICB.
10. PUNCH LIST WORK CONSISTS OF CORRECTING DEFECTS IN THE CEILING SYSTEM CAUSED BY MANUFACTURER OR INSTALLER. IF DAMAGE OCCURS BY OTHER TRADES, REPAIRS SHALL BE CONSIDERED ADDITIONAL WORK.

INSTALLATION GUIDELINES

1. CEILING PANEL AND TILE UNITS SHALL BE SO ARRANGED THAT UNITS LESS THAN ONE-HALF WIDTH OR LENGTH DO NOT OCCUR UNLESS OTHERWISE DIRECTED BY THE REFLECTED CEILING PLANS OR JOB CONDITIONS. VARIATIONS MUST BE APPROVED IN WRITING.
2. ALL PANEL, TILE JOINTS AND EXPOSED SUSPENSION SYSTEMS SHALL BE STRAIGHT AND IN ALIGNMENT.
3. ALL FINISHED CEILINGS SHALL BE LEVEL TO 1/4 INCH IN 12 FEET AT THE TIME OF INSTALLATION.
4. PANEL AND TILE UNITS SHALL BE NEATLY SCRIBED AGAINST ABUTTING SURFACES AND TO ALL PENETRATIONS OR PROTRUSIONS WHEN MOLDINGS ARE NOT REQUIRED.
5. PANEL AND TILE UNITS SURROUNDING RECESSED TROFFER LIGHTS AND SIMILAR OPENINGS SHALL BE INSTALLED WITH A POSITIVE METHOD TO PREVENT MOVEMENT OR DISPLACEMENT OF THESE UNITS.
6. PANEL AND TILE UNITS SHALL BE INSTALLED IN A UNIFORM MANNER WITH JOINTS NEAT AND FITTED TO HAIRLINE JOINTS BETWEEN ADJOINING UNITS.
7. WALL MOLDINGS SHALL BE FIRMLY SECURED, CORNERS NEATLY MITERED OR CORNER CAPS USED, IF PREFERRED.
8. ALL SPLY WIRES TO BE TAUT AND TIED, BOTH ENDS WITH MINIMUM OF THREE TURNS IN 1" OF RUN. ALL SPLY WIRES SHALL BE INSTALLED IN LINE WITH ATTACHED COMPONENT.
9. ALL CEILING HANGER WIRES SHALL BE FASTENED TO STRUCTURAL MEMBERS OF THE FLOOR OR ROOF ABOVE. WIRE JOISTS - 14X2 X 3 INCH LONG CLOSED EYE SCREWS W/1 INCH MIN PENETRATION INTO 2 INCH NOMINAL WOOD MEMBER, OR STAPLES WITH (3) NO. 9 WIRE GAGE STAPLES TO SIDE OF JOIST. FOR OPEN WEB JOISTS OR TRUSS, LOOP WIRE AROUND BOTTOM CHORD.
10. CHANGES IN CEILING PLANE ELEVATION SHALL BE PROVIDED WITH POSITIVE BRACING.
11. CABLE TRAYS AND ELECTRICAL CONDUITS SHALL BE INDEPENDENTLY SUPPORTED AND BRACED INDEPENDENTLY OF THE CEILING.
12. INSTALL SMOKE DETECTORS, SPEAKERS, FIRE SPRINKLERS, ETC. IN CENTER OF LAYIN PANELS AND TILE UNITS.
13. A HEAVY-DUTY T-BAR GRID SYSTEM SHALL BE USED. THE WIDTH OF THE PERIMETER SUPPORTING CLOSURE ANGLE SHALL BE NOT LESS THAN 2 INCHES. IN EACH ORTHOGONAL HORIZONTAL DIRECTION, ONE END OF THE CEILING GRID SHALL BE ATTACHED TO THE CLOSURE ANGLE. THE OTHER END IN EACH HORIZONTAL DIRECTION SHALL HAVE A 0.75-INCH CLEARANCE FROM THE WALL AND SHALL REST UPON AND BE FREE TO SLIDE ON A CLOSURE ANGLE.
14. CEILING FIXTURES SHALL BE SUPPORTED WITH SUPPLEMENTAL HANGERS WITHIN 6 INCHES OF EACH CORNER. FIXTURES MUST BE LOCATED TO AVOID ECCENTRIC LOADING OF MAIN RUNNERS AND CROSS SECTIONS. DEVICES TO LIMIT ROTATION MUST SUPPORT THE FIXTURE IN A MANNER THAT THE MAIN AND CROSS RUNNERS ARE LOADED SYMMETRICALLY RATHER THAN ECCENTRICALLY.
15. ENDS OF MAIN AND CROSS MEMBERS SHALL BE TIED TOGETHER TO PREVENT SPREADING WITH THE USE OF STABILIZER BARS OR OTHER APPROVED METHOD.
16. FOR CEILING AREAS EXCEEDING 144 SQ FT HORIZONTAL RESTRAINT OF THE CEILING TO THE STRUCTURE SHALL BE PROVIDED. THE HORIZONTAL RESTRAINTS SHALL BE DESIGNED TO MINIMIZE DIAPHRAGM LOADS. EXCEPTION: RIGID BRACES MAY BE USED INSTEAD OF DIAGONAL SPLY WIRES. BRACES AND ATTACHMENTS TO THE STRUCTURE ABOVE SHALL BE ADEQUATE TO LIMIT RELATIVE LATERAL DEFLECTIONS A POINT OF ATTACHMENT OF CEILING GRID TO LESS THAN 0.25 INCH FOR THE LOADS PRESCRIBED IN IBC.
17. FOR CEILING AREAS EXCEEDING 2,500 SQUARE FEET, A SEISMIC SEPARATION JOINT OR FULL HEIGHT PARTITION SHALL BE PROVIDED UNLESS ANALYSES ARE PERFORMED THAT DEMONSTRATE CEILING PENETRATIONS AND CLOSURE ANGLES PROVIDE SUFFICIENT CLEARANCE TO ACCOMMODATE THE ADDITIONAL MOVEMENT.
18. EXCEPT WHERE RIGID BRACES ARE USED TO LIMIT LATERAL DEFLECTIONS, SPRINKLER HEADS AND OTHER PENETRATIONS SHALL HAVE A 2-INCH (51 MM) OVERSIZE RING, SLEEVE OR ADAPTER THROUGH THE CEILING TILE TO ALLOW FOR FREE MOVEMENT OF AT LEAST 1 INCH IN ALL HORIZONTAL DIRECTIONS. ALTERNATIVELY, A SWING JOINT THAT CAN ACCOMMODATE 1 INCH (25 MM) OF CEILING MOVEMENT IN ALL HORIZONTAL DIRECTIONS SHALL BE PROVIDED AT THE TOP OF THE SPRINKLER HEAD EXTENSION.

Iridium AE

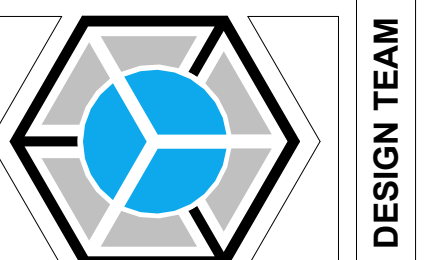
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BETOS
RESTAURANT/ DINER
LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS
- PLAT "C"

REFLECTIVE CEILING PLAN

Iridium AE
ARCHITECTURE & ENGINEERING

CHECKED BY:	KCM	_____ (801) 974-5101 www.iriiumae.com
	KCM, CJK	



9:06 am, Dec 19 2023



ISSUE DATE:
19 DEC 2023

EV. -D

SHEET NO.:

A-701

21-140

OVERALL	1096 SQ FT	4 SQ FT (576 SQ IN)		
			LOW INTAKE (SOFFIT)	50% - 60% 289 - 346 SQ IN

NOT FOR CONSTRUCTION / NOT FOR CONSTRUCTION

The floor plan shows a rectangular room with a diagonal partition line. Key features include:

- Room Area:** 77 SF
- Mechanical Units:** Two RTU (Return Air Handling Unit) units are shown, one near the top center and one near the bottom right.
- Dimensions:**
 - A horizontal dimension of 1/2" / 12" is indicated near the bottom right.
 - A vertical dimension of 1/2" / 12" is indicated near the bottom right.
- Grid Lines:** The plan is referenced by a grid with labels 1, 2, 3, 4 vertically and A, B horizontally.
- Structural Elements:** A diagonal beam or partition is shown on the left side, and a rectangular structure is shown at the bottom center.

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OTHER			
UNDER EAVE	6.5 SQ IN/FT	54 LF	
CONT	9 SQ IN/FT	39 UNITS	UNI
OTHER			

OTHER			
UNDER EAVE	6.5 SQ IN/FT	54 LF	
CONT	9 SQ IN/FT	39 UNITS	UNI
OTHER			

INSTALL (1) 22" X 30" MIN. WEATHER RESISTANT METAL EXTERIOR ACCESS DOOR W/ KEYED SECURE LOCKING MECHANISM. EA. END OF ROOF AREA.

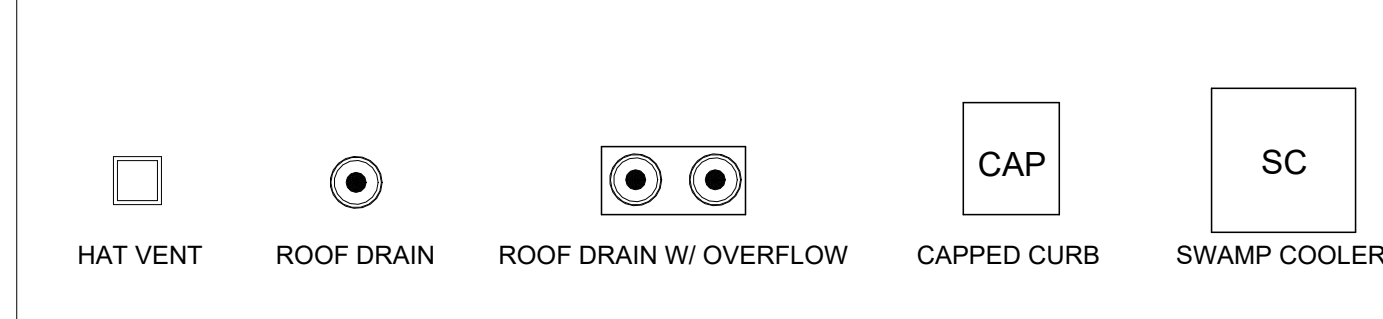
- INSTALL (1) 22" X 30" MIN. WEATHER RESISTANT METAL EXTERIOR ACCESS DOOR W/ KEYED SECURE LOCKING MECHANISM. EA. END OF ROOF AREA.

GROUP A	5801 SF	3	1920 SF	2 IN	1
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GROUP A	5801 SF	3	1920 SF	2 IN	1
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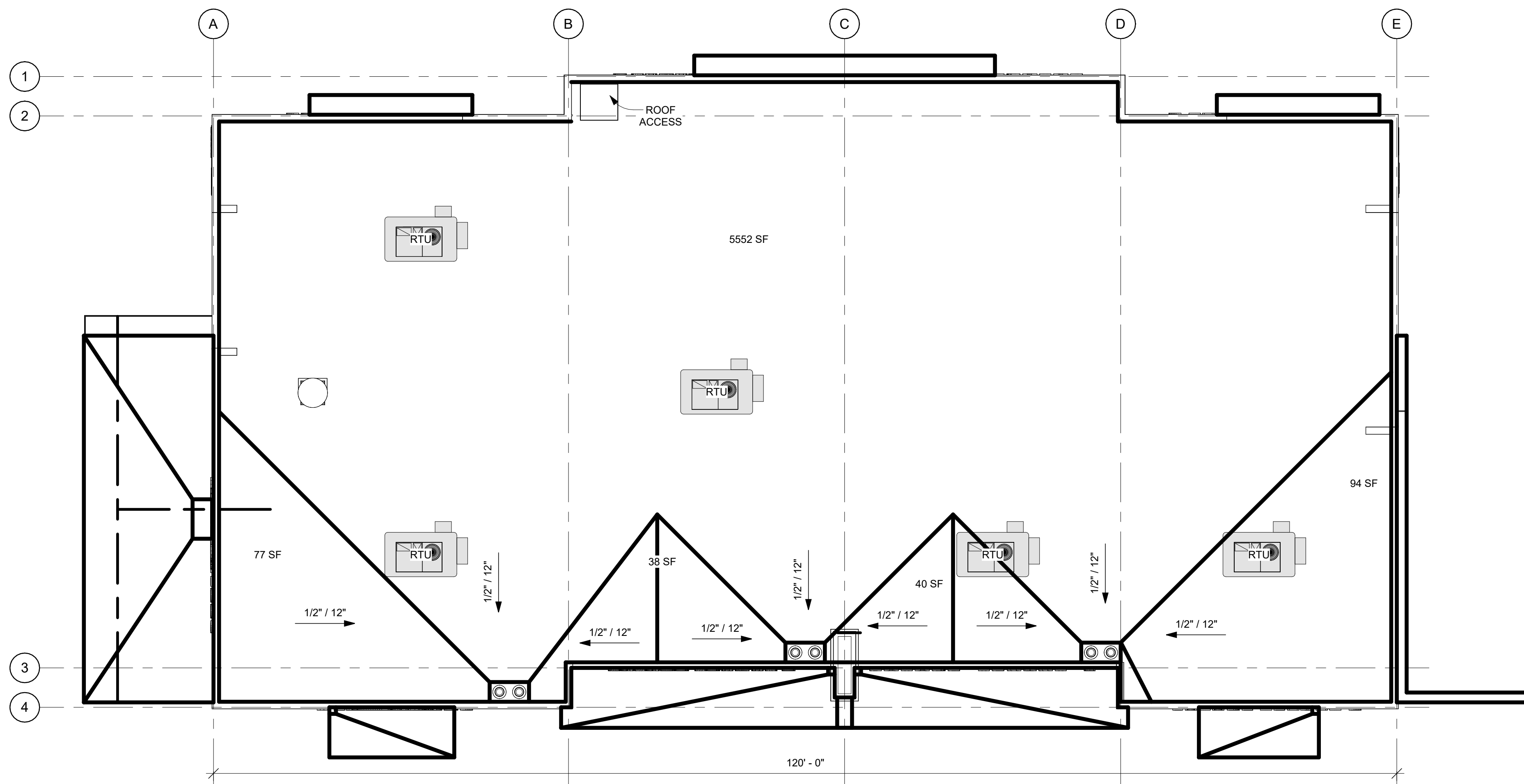
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HAT VENT ROOF DRAIN ROOF DRAIN W/ OVERFLOW CAPPED CURB SWAMP COOLER



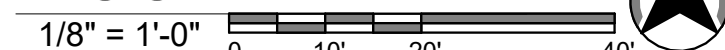
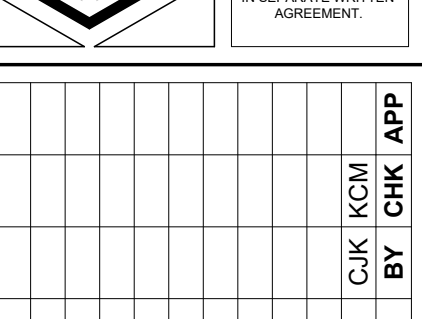
2. ROOFS SHALL NOT LEAK WATER
3. ROOFING: ROOFING WORKMANSHIP, INSTALLATION AND MATERIALS SHALL BE IN ACCORDANCE WITH ALL OF THE LATEST ADOPTED LOCAL AND STATE BUILDING CODE(S) AND ORDINANCES AS VERIFIED BY THE OWNER/CONTRACTOR. INSTALL MIN CLASS C ROOF COVERING.
4. UNLESS NOTED OTHERWISE MAINTAIN MINIMUM 3/8" / 12" SLOPE ON ALL FINISHED ROOF SURFACES.
5. MAINTAIN MINIMUM 1/8" / 12" VALLEY SLOPE.
6. DO NOT SET ANY EQUIPMENT, PLUMBING VENTS OR OTHER ROOF PENETRATIONS IN VALLEYS.

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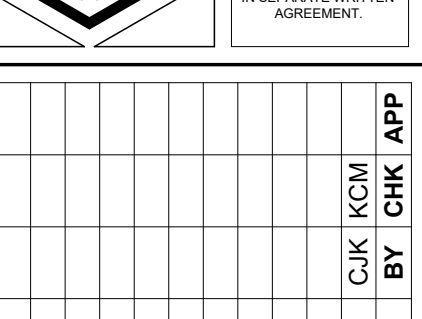
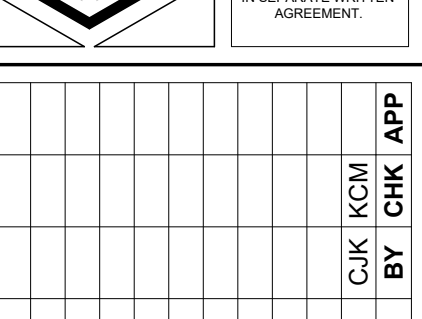


NOT FOR CONSTRUCTION

1/8" = 1'-0"

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	CJK	KCM	
	BY	CHK	APP

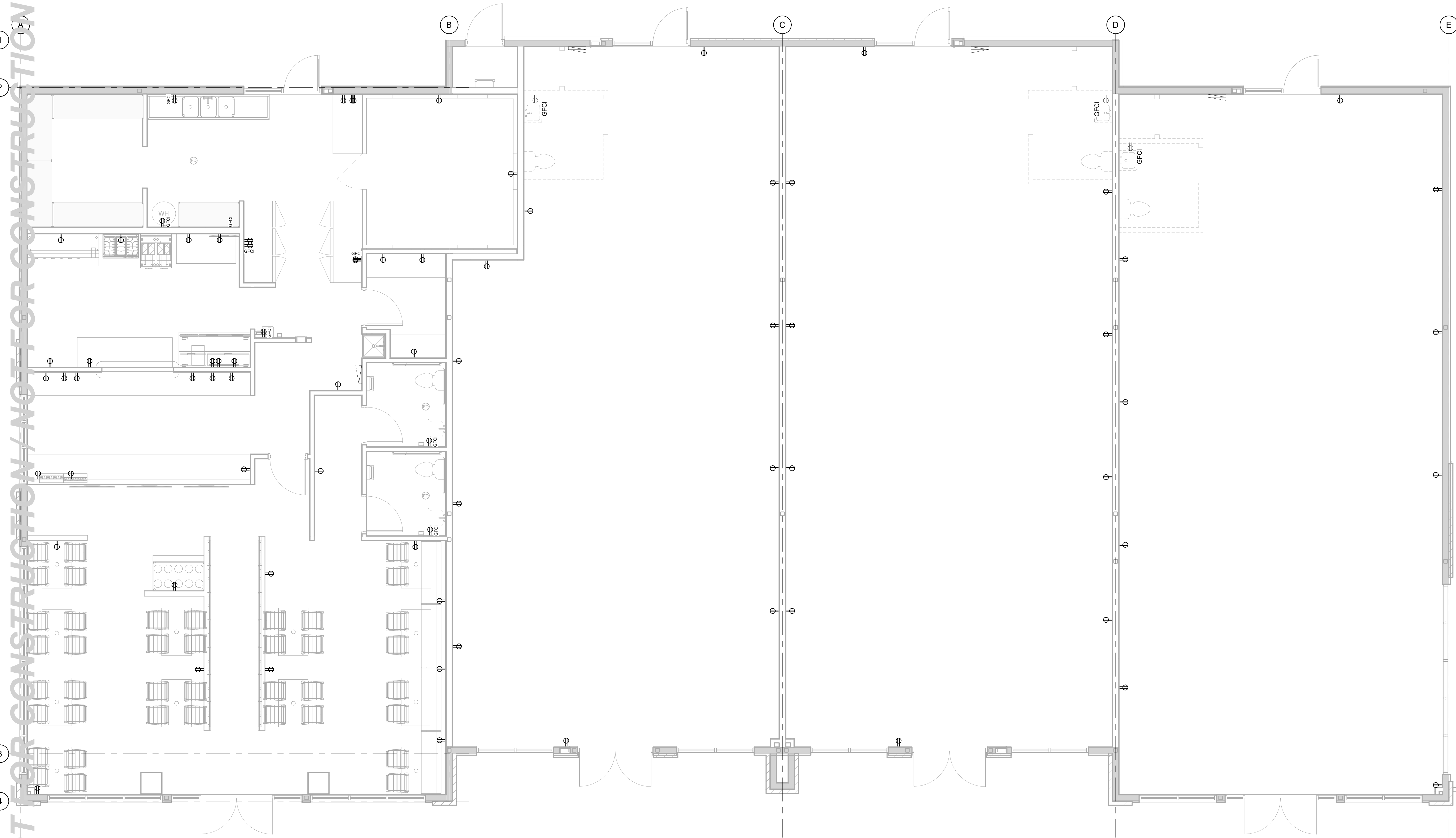
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NOT FOR CONSTRUCTION / NOT FOR CONSTRUCTION



NOT FOR CONSTRUCTION

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NOT FOR CONSTRUCTION

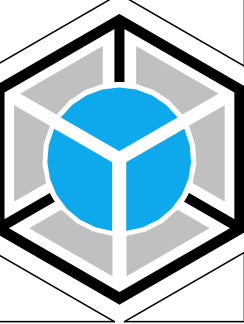
MAIN FLOOR ELECTRICAL PLAN

1/4" = 1'-0"

0 2' 4' 8'



Iridium **AE**



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GRAPHICAL
REPRESENTATIONS
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THE AUTHOR. USE
SPECIFICALLY DEFINED
IN SEPARATE WRITTEN
AGREEMENT.

CONCEPT SITE PLANS		REVISION NOTES	
NO.	DATE	BY	CHK APP
A-D	06-26-21	CJK	KCM

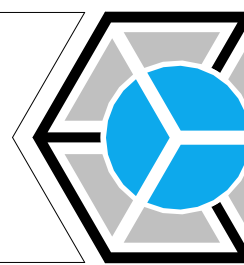
BETOS
RESTAURANT/ DINER
LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS
- PLAT "C"

ELECTRICAL FLOOR PLAN

Iridium AE
ARCHITECTURE & ENGINEERING

DRAWN BY: CJK, WSH
CHECKED BY: JAK
JAK, CJK

635 W 5300 S #302
Murray, UT 84123
(801) 974-5101
www.iridiumae.com



DESIGN TEAM



ISSUE DATE:
19 DEC 2023

REV.
A-D

SHEET NO.:
E-100

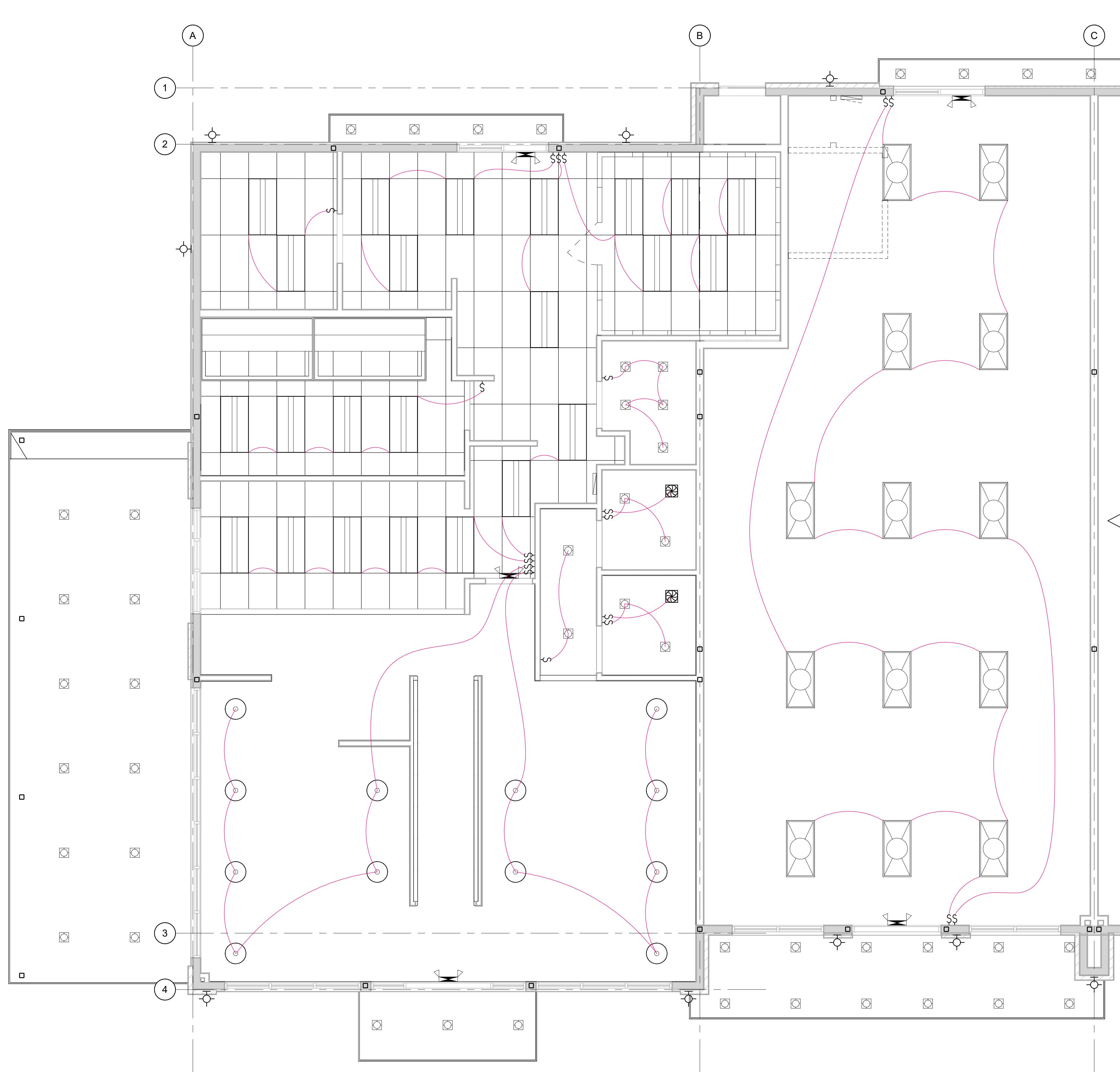
PROJECT NO.:
21-140

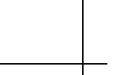
NOT FOR CONSTRUCTION



ISSUE DATE: 19 DEC 2023	REV. A-D
SHEET NO.: E-600	PROJECT NO.: 21-140

NOT FOR CONSTRUCTION



 24" X 24" CEILING TILE	 24" X 48" CEILING TILE
 OR  OR  BATTERY BACKUP 2X4 RECESSED TROFFER STYLE LIGHT FIXTURE (LED 2200 LUMENS)	 OR  OR  BATTERY BACKUP 2X4 SURFACE MOUNTED LIGHT FIXTURE (LED 2200 LUMENS)
 EMERGENCY LED LIGHTING W/ BATTERY BACKUP	 EXIT SIGN W/ EMERGENCY LED LIGHTING W/ BATTERY BACKUP ARROW LEFT, RIGHT OR BOTH WAYS.
 RECESSED LIGHT FIXTURE (LED 1100 LUMENS)	 WALL MOUNTED LIGHT FIXTURE (LED 1100 LUMENS)

[illegible]

B LIGHTING PLAN - UNITS A &

CJK, WJN	JAK	(801) 974-5101 www.indiumae.com
JAK, CJK		

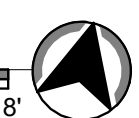
DESIGN TEAM



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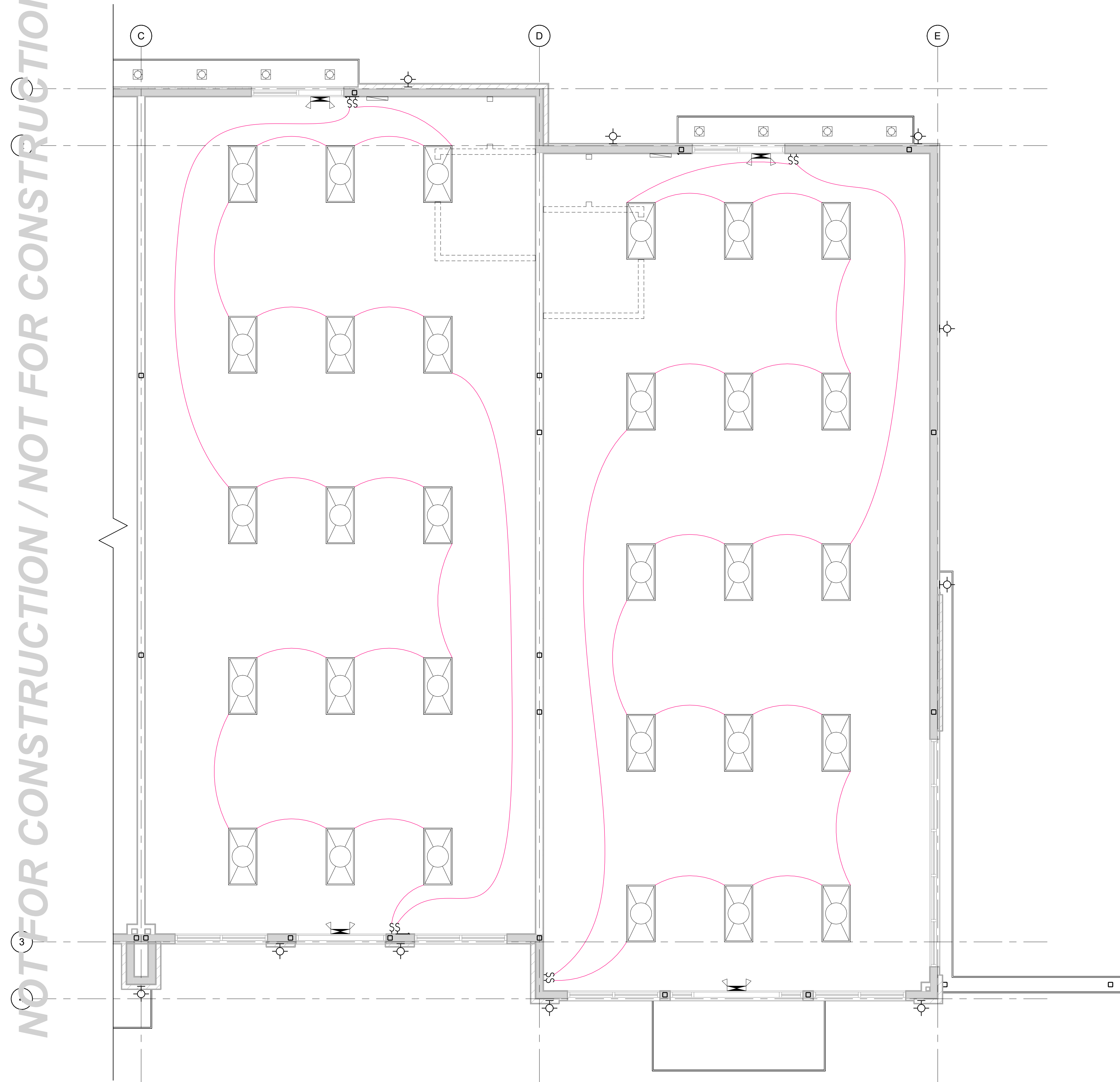
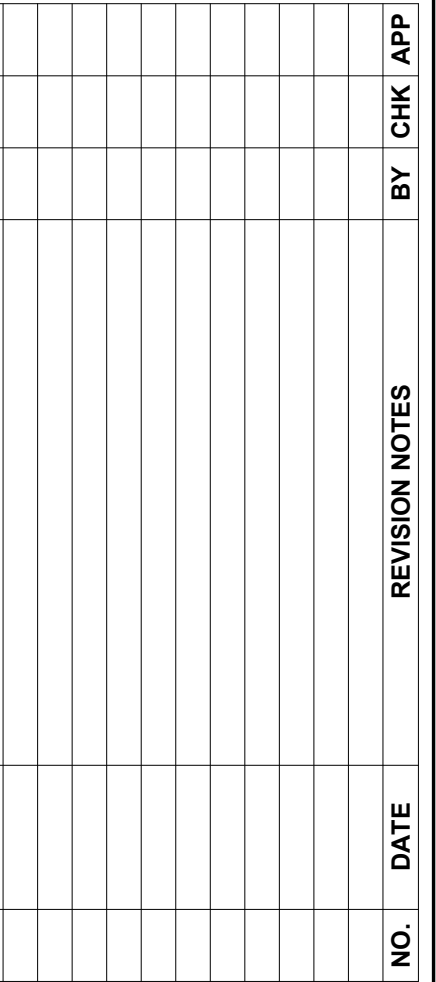
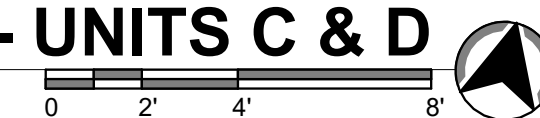
E-700

41-17

$$\frac{1}{4}'' = 1'-0''$$


PLOT DATE: 12/19/2023 9:03:13 AM

NOT FOR CONSTRUCTION


$$\frac{1}{4}'' = 1'-0''$$


D LIGHTING PLAN - UNITS C &

DRAWN BY:	Author
CHECKED BY:	Checker
	Designer

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Murray, UT 84123

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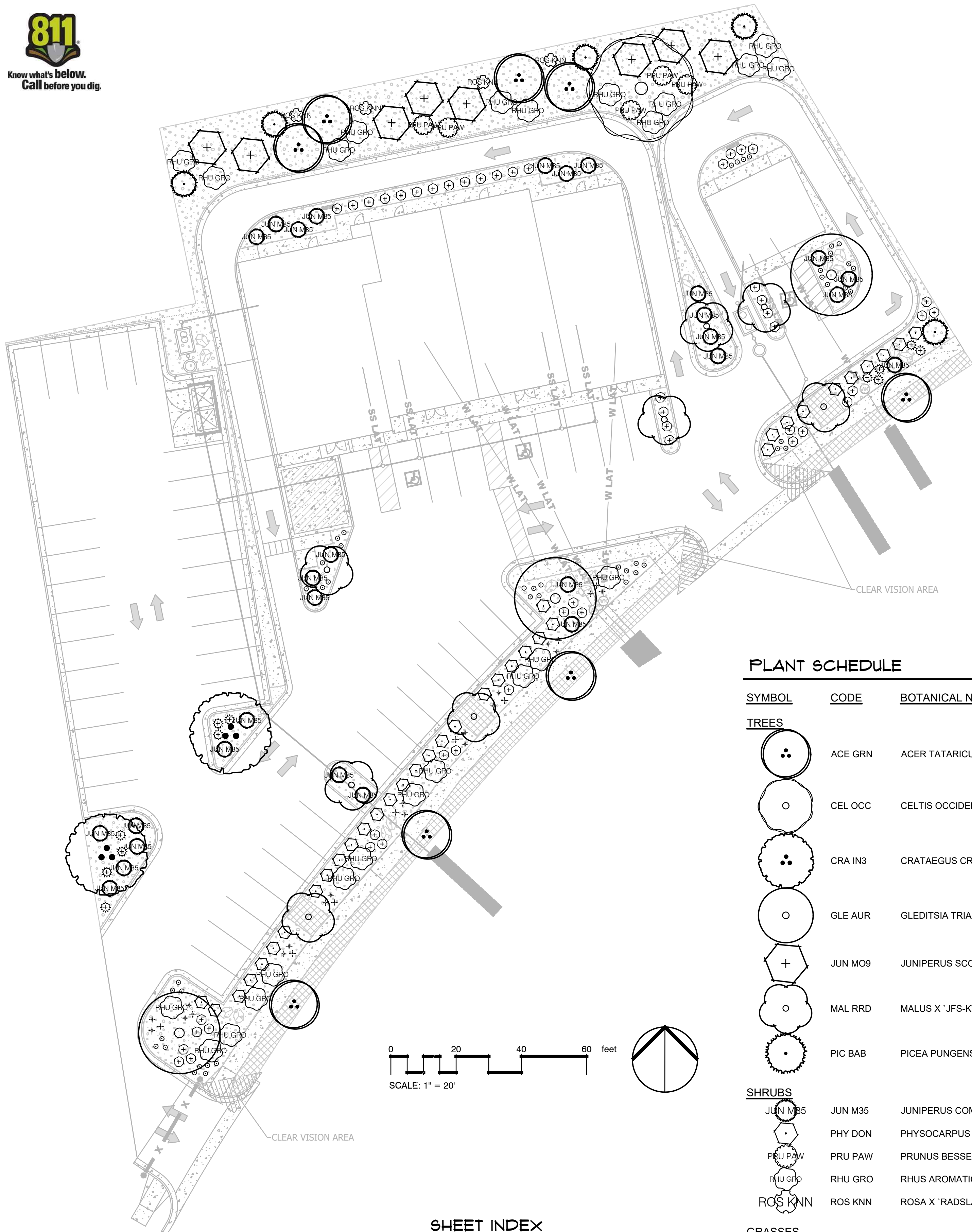


SHEET NO.:
E-701

PROJECT NO.:
21-140



BETOS DRIVE THRU - EAGLE MOUNTAIN
35 WEST 5300 SOUTH
EAGLE MOUNTAIN, UTAH



FINE GRADING NOTES

1. CONTRACTOR SHALL FINE GRADE AREAS PRIOR TO PLANTING. FINE GRADING SHALL INCLUDE THE REMOVAL OF DEBRIS, ROCKS, ETC. FROM THE SITES AND ENSURE POSITIVE DRAINAGE.
2. THE CONTRACTOR SHALL MEET EXISTING GRADES UNIFORMLY WITH A SMOOTH TRANSITION AT PROJECT BOUNDARIES.
3. LANDFORMS, MOUNDS, AND SWALES SHALL BE GRADED TO A SMOOTH, FLOWING, ROUNDED SURFACE PROVIDING POSITIVE DRAINAGE AND VISUAL LANDFORM CONTINUITY.

PLANTING NOTES

1. PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED, AND DENSELY FOLIATED (WHEN IN LEAF) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS (NOT POT BOUND); A NORMAL HABIT OF GROWTH CONSISTENT WITH INDUSTRY STANDARDS; AND BE FREE OF BRUISES, CUTS, OR OTHER ABNORMALITIES.
2. QUANTITIES SHOWN ON PLANT LIST ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY.
3. NO PLANT SUBSTITUTIONS OR TYPE, SIZE, OR QUANTITY DEVIATIONS FROM THE APPROVED LANDSCAPE PLANS ARE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT.
4. THE LANDSCAPE ARCHITECT, OWNER AND/OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT PLANT MATERIAL THAT DOES NOT SATISFY THE INTENT OF THE LANDSCAPE DESIGN.
5. PROTECTED PLANT MATERIAL THAT IS DESTROYED OR DIES DURING CONSTRUCTION PERIOD WILL BE REPLACED WITH A PLANT OF THE SAME SIZE AND TYPE BY THE RESPONSIBLE PARTY.

6. PLANT MATERIALS BEST SIDE SHALL BE ALIGNED TO THE WALKS, PEDESTRIAN AREAS, ROADS, AND PARKING AREAS PLANTINGS AT MATURITY SHALL MAINTAIN 6'-0" CLEARANCE AROUND FIRE HYDRANTS AND FIRE SUPPRESSION DEVICES.
7. PLANTINGS SHALL NOT INTERFERE WITH TRAFFIC CONTROL SIGNS AND SHALL MAINTAIN A MAXIMUM HEIGHT OF 2'-6" WITHIN SIGHT DISTANCE TRIANGLES.
8. TREES SHALL MAINTAIN A MINIMUM 6'-0" CLEARANCE FROM CITY WATER OR SEWER LINES. PLANTINGS SHALL MAINTAIN A SUFFICIENT DISTANCE TO SANITARY AND STORM SEWER MANHOLES TO ALLOW ACCESS BY MAINTENANCE VEHICLES.
9. SHRUBS SHALL BE INSTALLED FROM BACK OF CURB, EDGE OF WALK, OR EDGE OF PAVING A MINIMUM OF 2' AT MATURE SIZE.
10. THE IRRIGATION SYSTEM IS TO BE FULLY OPERATIONAL AND EFFECTIVE PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
11. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT 2 DAYS PRIOR TO WHEN PLANTS WILL BE LAID OUT SO THAT THE LANDSCAPE ARCHITECT MAY ADJUST THEM ONSITE AS REQUIRED.
12. IF TREES AND PLANTS ARE TO BE STOCKPILED ONSITE, A TEMPORARY IRRIGATION SYSTEM ON AN AUTOMATIC TIMER MUST BE SET UP PRIOR TO THEIR DELIVERY.
13. UNLESS OTHERWISE SPECIFIED THE CONTRACTOR SHALL AMEND AND TILL EXISTING SOILS TO A DEPTH OF AT LEAST 6" OBTAIN A NEUTRAL PH WITH APPROXIMATELY 2% MINIMUM ORGANIC CONTENT.
14. DO NOT STAKE TREES UNLESS THEY ARE PLACED ON 30% SLOPE OR GREATER, UNLESS OTHERWISE IDENTIFIED ON LANDSCAPE PLAN.
15. CONTRACTOR INSTALLING PLANTS WILL BE RESPONSIBLE FOR THEM FOR ONE YEAR AFTER INSTALLATION.

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	DETAIL	REMARKS	WATER USE	MATURE HEIGHT	MATURE WIDTH
TREES										
	ACE GRN	ACER TATARICUM 'GARANN'	HOT WINGS® TATARIAN MAPLE	2" CAL.	8	1/L03	DROUGHT TOLERANT	Low - Medium	15 - 25ft. ht.	15 - 25ft. w.
	CEL OCC	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2" CAL.	1	1/L03	DROUGHT TOLERANT	Medium	40 - 65ft. ht.	40 - 65ft. w.
	CRA IN3	CRATAEGUS CRUS-GALLI INERMIS	THORNLESS COCKSPUR HAWTHORN	MULTI-TRUNK	2	1/L03	DROUGHT TOLERANT	Medium	15 - 25ft. ht.	15 - 25ft. w.
	GLE AUR	GLEDITSIA TRIACANTHOS 'AUREA'	GOLDEN HONEY LOCUST	2" CAL.	3	1/L03	DROUGHT TOLERANT	Low - Medium	25 - ' ht.	25 - 40ft. w.
	JUN MO9	JUNIPERUS SCOPULORUM 'MOONGLOW'	MOONGLOW JUNIPER	8' HT.	8	1/L03	DROUGHT TOLERANT	Low - Medium	10 - ' ht.	6 - 10ft. w.
	MAL RRD	MALUS X 'JFS-KW5'	ROYAL RAINDROPS® CRABAPPLE	2" CAL.	8	1/L03	DROUGHT TOLERANT	Medium	15 - 25ft. ht.	10 - ' w.
	PIC BAB	PICEA PUNGENS GLAUCA 'BABY BLUE EYES'	BABY BLUE EYES COLORADO BLUE SPRUCE	8' HT.	5	1/L03	DROUGHT TOLERANT	Medium	25 - ' ht.	
SHRUBS										
	JUN M35	JUNIPERUS COMMUNIS 'MONDAP'	ALPINE CARPET® COMMON JUNIPER	5 GAL.	29	4/L03	DROUGHT TOLERANT	Low	6 - 18in. ht.	1 - 3ft. w.
	PHY DON	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY'	LITTLE DEVIL™ DWARF NINEBARK	5 GAL.	36		DROUGHT TOLERANT	Low - Medium	3 - 6ft. ht.	3 - 6ft. w.
	PRU PAW	PRUNUS BESSEYI 'P011S'	PAWNEE BUTTES® SAND CHERRY	5 GAL.	5	4/L03	DROUGHT TOLERANT	Low	6 - 18in. ht.	3 - 6ft. w.
	RHU GRO	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	24	4/L03	DROUGHT TOLERANT	Very low - Medium	6 - ' ht.	3 - 1' w.
	ROS KNN	ROSA X 'RADSLAM'	ORANGE GLOW™ KNOCK OUT® ROSE	5 GAL.	4	4/L03	DROUGHT TOLERANT	Medium	3 - 6ft. ht.	1 - 3ft. w.
GRASSES										
	FES MAI	FESTUCA MAIREI	ATLAS FESCUE	1 GAL.	12	5/L03	DROUGHT TOLERANT	Low	18 - 36in. ht.	1 - 3ft. w.
	HEL SEM	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	1 GAL.	48	5/L03	DROUGHT TOLERANT	Low	18 - 36in. ht.	1 - 3ft. w.
PERENNIALS										
	AGA GHR	AGASTACHE X 'MANGO TANGO'	MANGO TANGO ANISE HYSSOP	1 GAL.	46	5/L03	DROUGHT TOLERANT	Medium	6 - 18in. ht.	1 - 3ft. w.
	GAU WHI	GAURA LINDHEIMERI 'WHIRLING BUTTERFLIES'	WHIRLING BUTTERFLIES GAURA	1 GAL.	27	5/L03	DROUGHT TOLERANT	Low - Medium	3 - 6ft. ht.	1 - 3ft. w.

SHEET INDEX

SHEET	DESCRIPTION
L01	Landscape Planting Plan
L02	Landscape Materials Plan
L03	Landscape Details
L04	Landscape Irrigation Plan
L05	Landscape Irrigation Schedule and Notes
L06	Landscape Irrigation Details

DESIGNED BY: NF
DRAWN: NF
CHECKED: NF/RS
ISSUE DATE: 11.17.2023
PROJ #: RMC001

Sheet Name:
**LANDSCAPE
PLANTING
PLAN**

Sheet Number:
L01



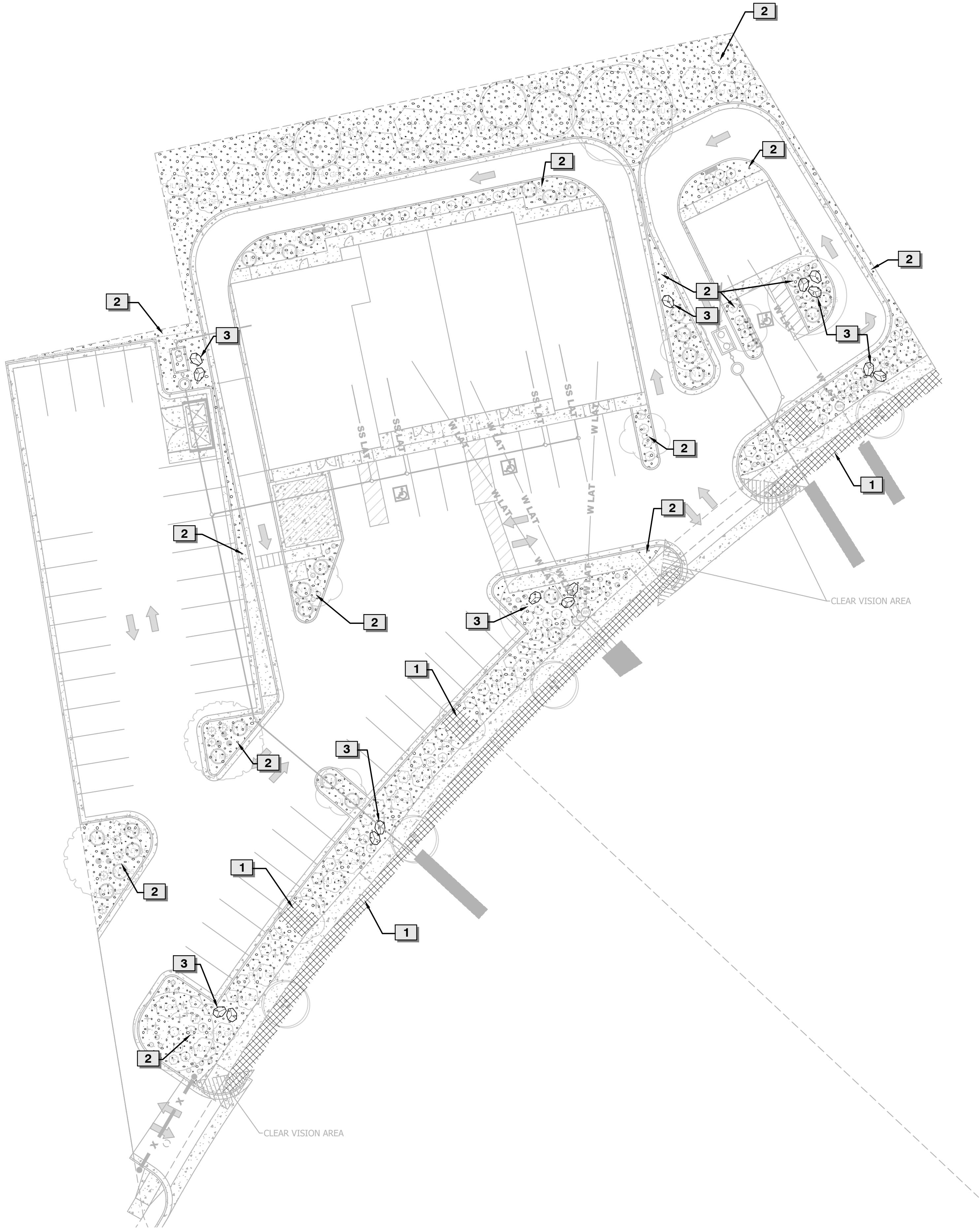
BETOS DRIVE THRU - EAGLE MOUNTAIN
35 WEST 5300 SOUTH
EAGLE MOUNTAIN, UTAH

REV	DATE	DESCRIPTION

DESIGNED BY: NF
DRAWN: NF
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PROJ #: RMC001

Sheet Name:
LANDSCAPE
MATERIALS
PLAN

Sheet Number:
L02



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	1 3-8" ROYAL COBBLE OVER WEED FABRIC	1,601 SF	7/L03
	2 1 1/2" ROYAL GRAVEL OVER WEED FABRIC	10,894 SF	7/L03
SYMBOL	DESCRIPTION	QTY	DETAIL
	3 2-4' BOULDER	15	6/L03

MATERIALS NOTES

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FINISH GRADE ELEVATIONS IN LANDSCAPED AREAS. COORDINATE WITH GENERAL CONTRACTOR FOR ROUGH GRADING ELEVATIONS. ALLOW FOR STONE MULCH 3" DEEP.
2. CONTRACTOR TO INSTALL DEWITT 20 YEAR WOVEN POLYPROPYLENE (OR APPROVED SIMILAR) WEED FABRIC AND APPLY PRE-EMERGENT HERBICIDE IN ALL MULCH AREAS.



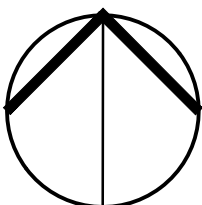
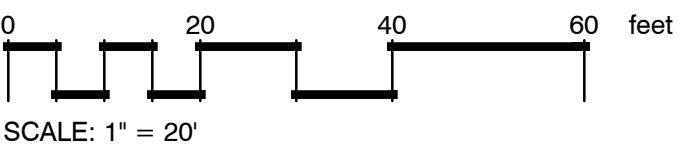
3-8" Royal Cobble Over Weed Fabric

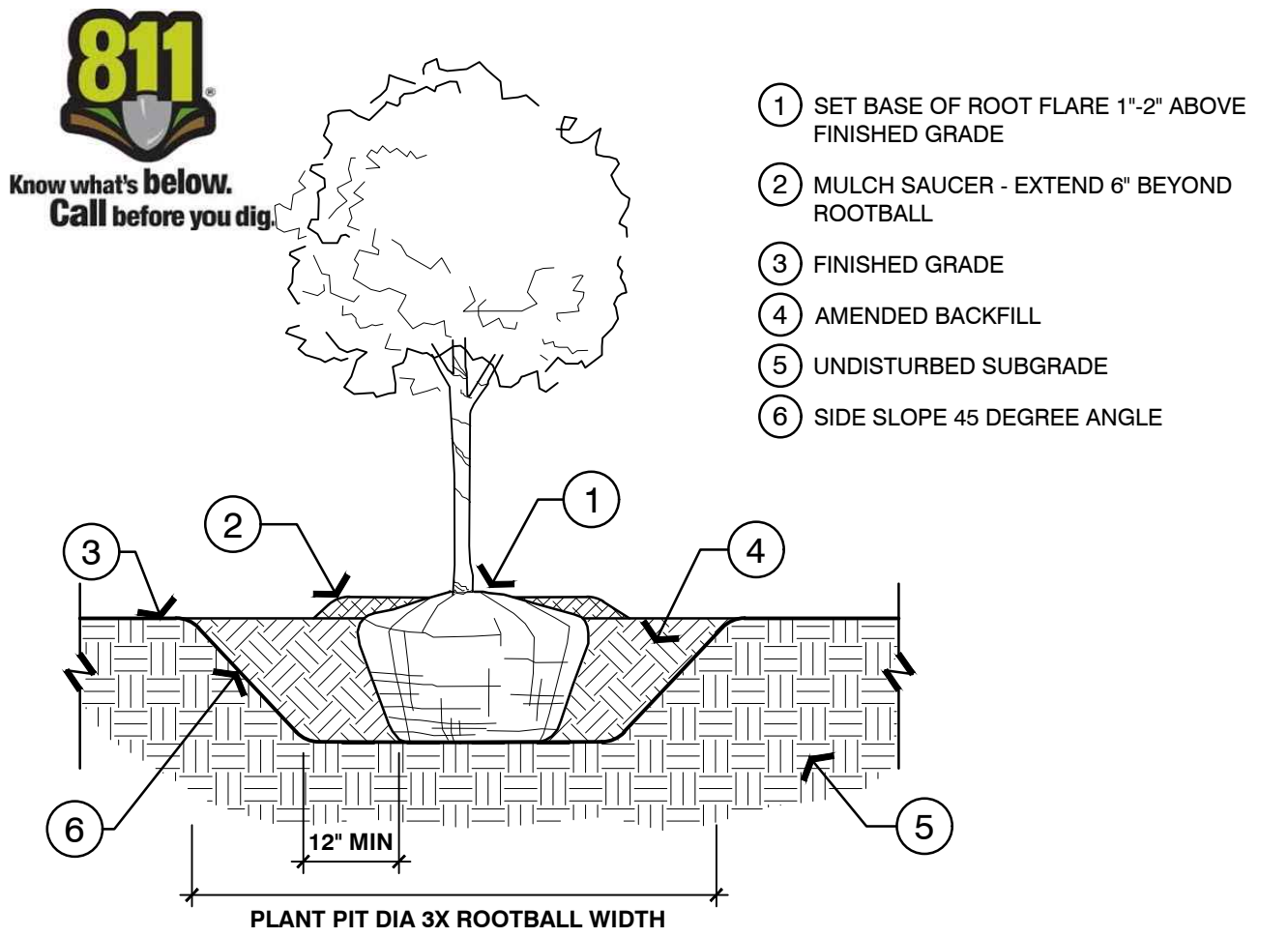


1 1/2" Royal Gravel Over Weed Fabric

SHEET INDEX

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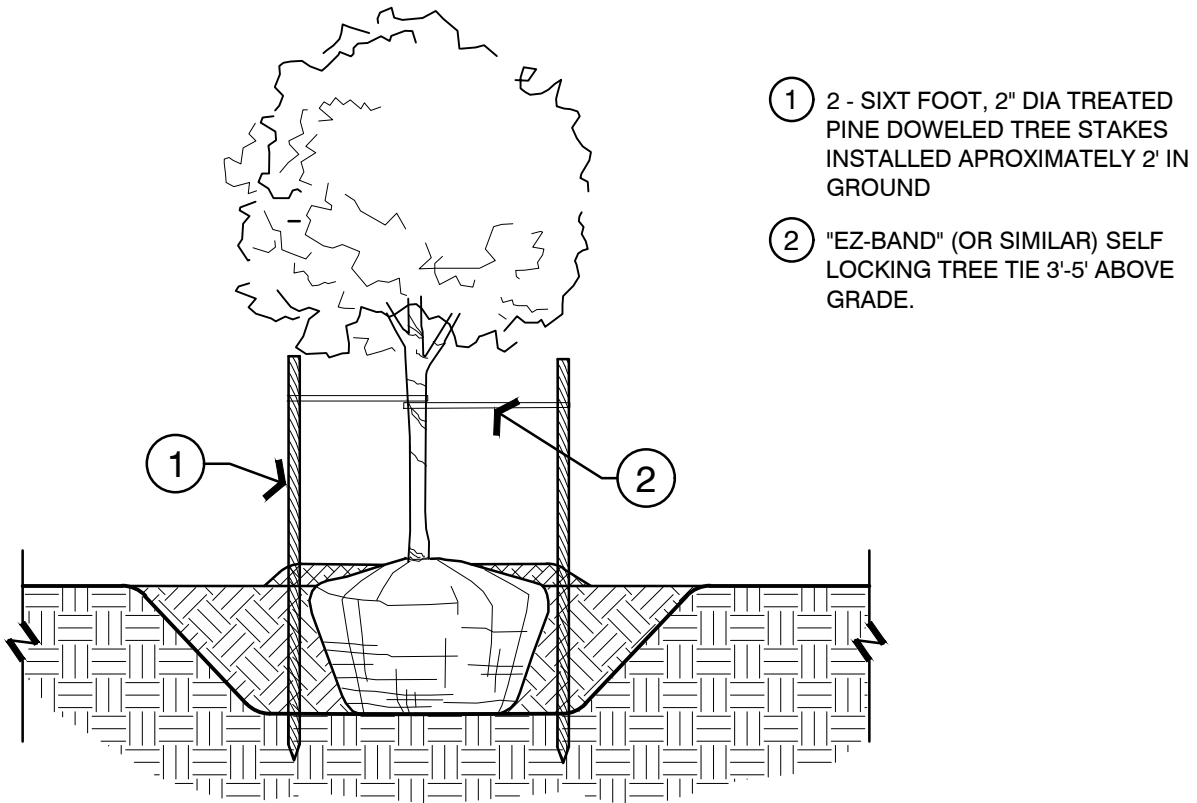




- NOTE:
- AFTER PLACEMENT, CUT AND REMOVE ALL LACING WIRE BASKETS FROM ROOTBALL. REMOVE BURLAP FROM SIDES OF ROOTBALL, RETAIN ON BOTTOM.
 - END WEED BARRIER FABRIC AND MULCH 4" FROM TREE TRUNK. MAINTAIN 8" DIA. SPACE AROUND TRUNK TO AVOID GIRDLING TRUNK WITH WEED FABRIC AND MULCH.

1 TREE PLANTING

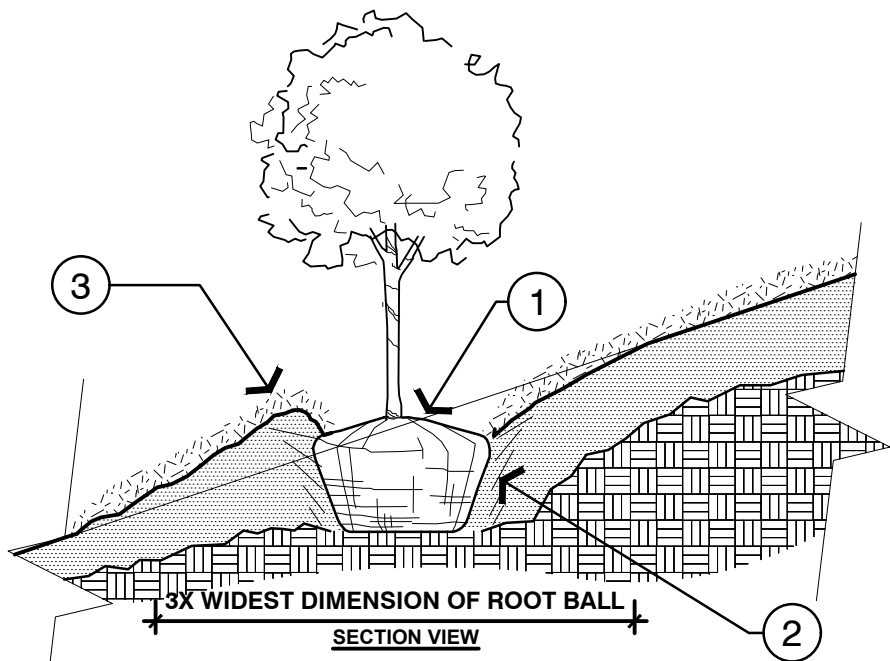
1/2" = 1'-0" P-CO-BET-01



- NOTE:
- ANY STAKING WILL BE IN ACCORDANCE WITH CURRENT HORTICULTURE PRACTICE. STAKING OF TREES WILL BE WITH WOODEN STAKES PLACED OUTSIDE OF THE ROOTBALL.
 - ONLY STAKE TREES WHEN SITE OR TREE CONDITIONS REQUIRE STAKING FOR TREE TO REMAIN UPRIGHT.
 - SEE DETAILS FOR TREE PLANTING

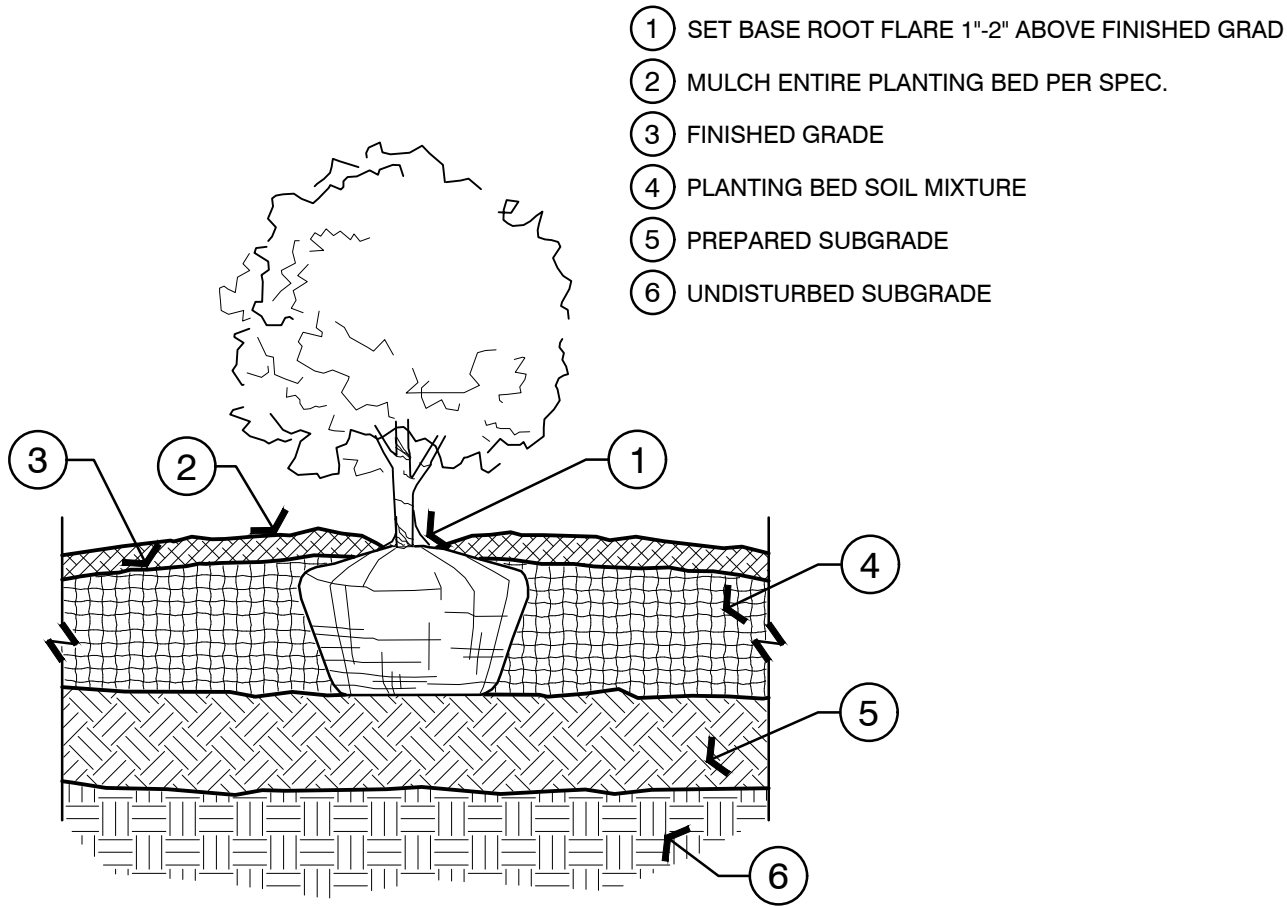
2 TREE STAKING

1/2" = 1'-0" P-CO-BET-02



3 TREE PLANTING ON HILL

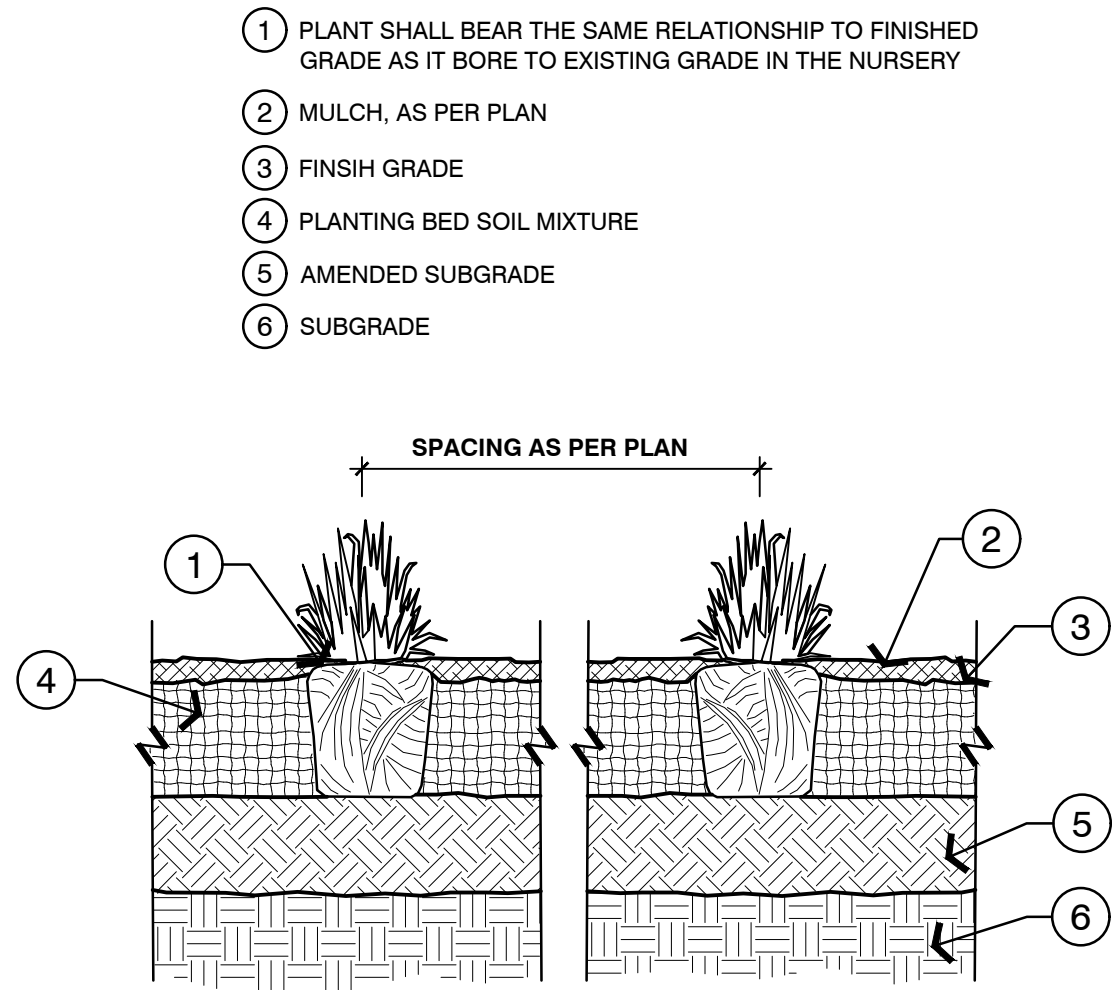
1/2" = 1'-0" P-CO-BET-03



- NOTE:
- CONTAINER SHRUBS: CUT AND COMPLETELY REMOVE PLASTIC CONTAINER AT TIME OF PLANTING. GENTLY TEASE ROOTS AROUND ROOTBALL. DO NOT BREAK OR TWIST ROOTS.

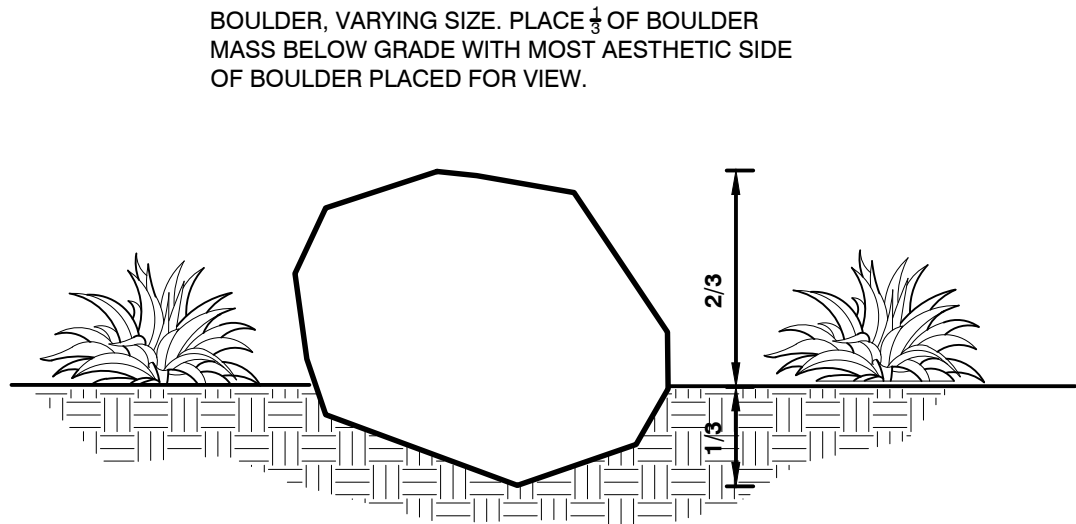
4 TYPICAL SHRUB PLANTING

1 1/2" = 1'-0" P-CO-BET-04



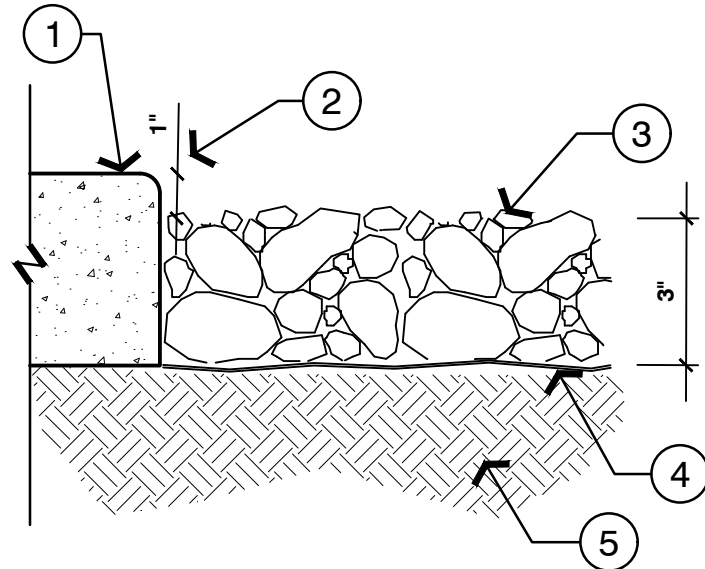
5 TYPICAL GRASS AND PERENNIAL PLANTING

1 1/2" = 1'-0" P-CO-BET-05



6 BOULDER

NTS P-CO-BET-06



7 COBBLE OR ROCK MULCH

3" = 1'-0" P-CO-BET-07



REV	DATE	DESCRIPTION

DESIGNED BY: NF
DRAWN: NF
CHECKED: NF/RS
ISSUE DATE: 11.17.2023
PROJ #: RMC001

Sheet Name:
**LANDSCAPE
DETAILS**

Sheet Number:
L03

SHEET INDEX

SHEET	DESCRIPTION
L01	Landscape Planting Plan
L02	Landscape Materials Plan
L03	Landscape Details
L04	Landscape Irrigation Plan
L05	Landscape Irrigation Schedule and Notes
L06	Landscape Irrigation Details



BETOS DRIVE THRU - EAGLE MOUNTAIN
35 WEST 5300 SOUTH
EAGLE MOUNTAIN, UTAH

REV	DATE	DESCRIPTION

DESIGNED BY: NF
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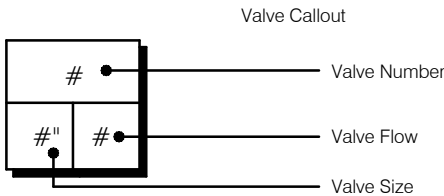
Sheet Name:
LANDSCAPE
IRRIGATION
PLAN

Sheet Number:
L04

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	RAIN BIRD XCB-100-IVM 1" WIDE FLOW IVM DRIP CONTROL KIT FOR COMMERCIAL APPLICATIONS. 1IN. BALL VALVE WITH 1IN. PESBIVM SMART VALVE W/ FACTORY INSTALLED IVM-SOL 0.3-20 GPM AND 1IN. PRESSURE REGULATING 40PSI FLOW-INDICATING BASKET FILTER 0.3-20 GPM	3	6/L06
	PIPE TRANSITION POINT IN DRIP BOX. PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6IN. DRIP BOX.	20	7/L06
	AREA TO RECEIVE DRIP EMITTERS RAIN BIRD XB-PC SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS. FLOW RATES OF 0.5 GPH=BLUE, 1.0 GPH=BLACK, AND 2.0 GPH=RED. COMES WITH A SELF-PIERCING BARB INLET X BARB OUTLET. Emitter Notes: 20PC emitters (1 assigned to each 1 gal. plant) 20PC emitters (6 assigned to each 2" Cal. plant) 20PC emitters (6 assigned to each 8' Ht. plant) 20PC emitters (2 assigned to each 5 gal. plant) 20PC emitters (6 assigned to each Multi-Trunk plant)	10,459 S.F.	8/L06

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	RAIN BIRD 3-RC 3/4" 3/4IN. BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, THERMOPLASTIC RUBBER COVER, AND 1-PIECE BODY.	1	3/L06
	MUELLER 1" STOP AND WASTE VALVE BRASS STOP AND WASTE VALVE TO BE SET BY UTILITY CONTRACTOR. LANDSCAPE CONTRACTOR TO COORDINATE WITH UTILITY CONTRACTOR INSTALL AND FOR LOCATION OF STUB UP FOR IRRIGATION INSTALL	1	1/L06
	ZURN 975XL 1" REDUCED PRESSURE BACKFLOW DEVICE	1	
	RAIN BIRD ESP4ME3 4 STATION, HYBRID MODULAR OUTDOOR CONTROLLER. FOR RESIDENTIAL OR LIGHT COMMERCIAL USE. LNK WIFI MODULE AND FLOW SENSOR READY.	1	
	WATER METER 1-1/2" EXISTING WATER METER - REFER TO CIVIL UTILITY PLAN.	1	
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1/2"	538.8 L.F.	
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 3/4"	145.7 L.F.	
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1"	127.8 L.F.	
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1 1/4"	32.1 L.F.	
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1 1/2"	3.4 L.F.	
	IRRIGATION MAINLINE: PVC SCHEDULE 40 3/4"	3.4 L.F.	
	IRRIGATION MAINLINE: PVC SCHEDULE 40 1"	406.3 L.F.	
	IRRIGATION MAINLINE: PVC SCHEDULE 40 1 1/4"	30.9 L.F.	
	PIPE SLEEVE: PVC CLASS 200 SDR 21	297.2 L.F.	



IRRIGATION NOTES

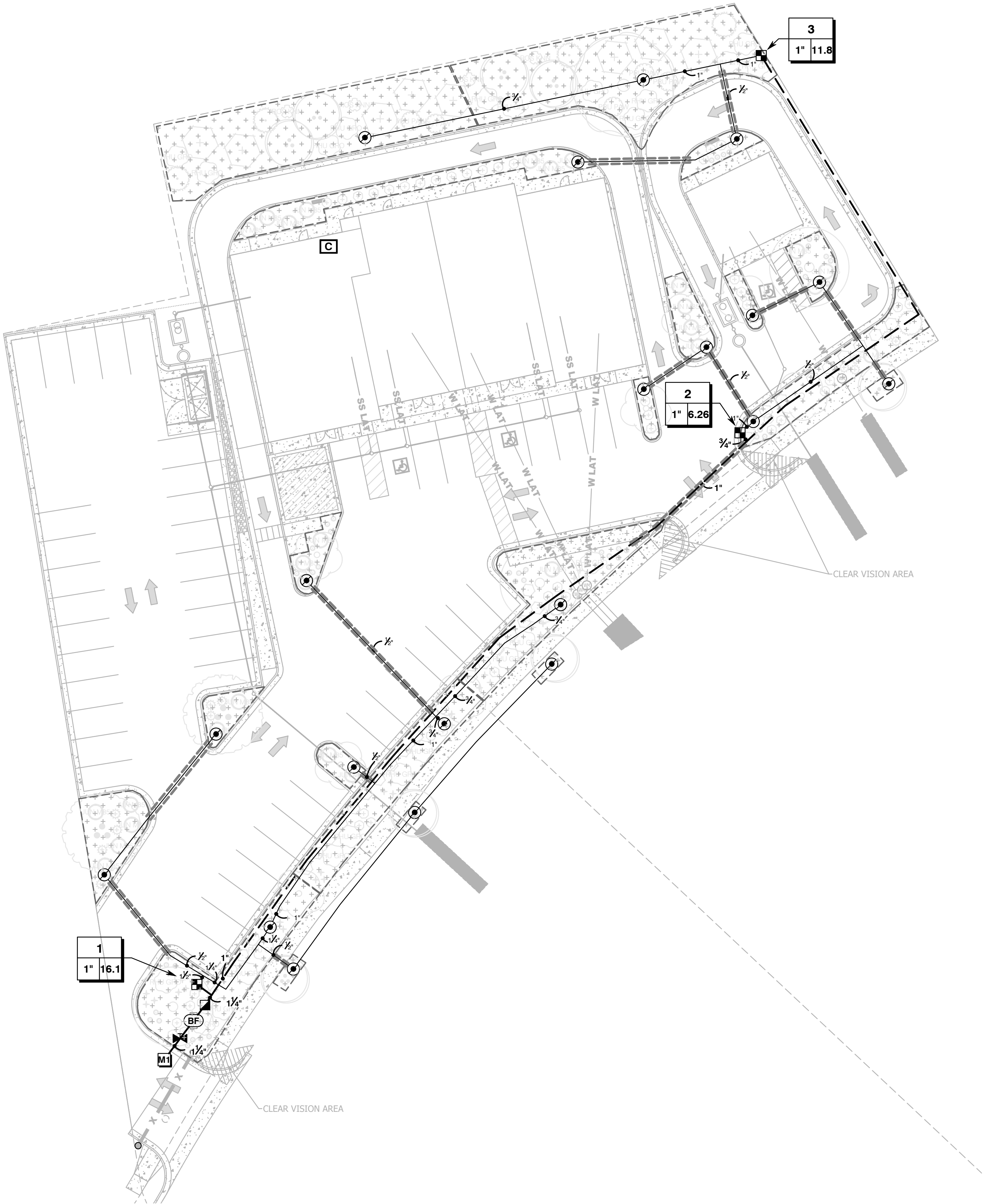
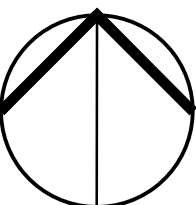
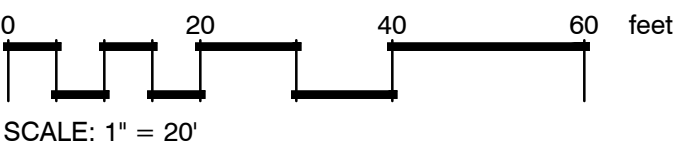
THIS IRRIGATION SYSTEM WAS DESIGNED ASSUMING 90 (WORKING) PSI AT THE POINT OF CONNECTION. IF THIS MINIMUM REQUIREMENT CAN NOT BE MET, PLEASE CONTACT THE LANDSCAPE ARCHITECT.

THIS PLAN IS DRAWN FOR GRAPHIC CLARITY ONLY. PLACE ALL MAINLINE AND LATERAL LINES IN ADJACENT LANDSCAPE AREAS. SOME FIELD MODIFICATIONS MAY BE NEEDED TO AVOID ON SITE OBSTRUCTIONS.

COORDINATE IRRIGATION CONTROLLER WITH OWNER'S FACILITY OPERATIONS PERSONNEL AND/OR THE GENERAL CONTRACTOR.

SHEET INDEX

SHEET	DESCRIPTION
L01	Landscape Planting Plan
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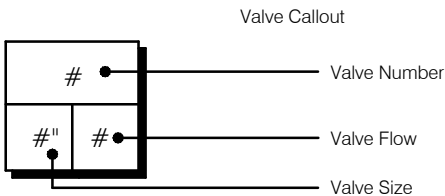




BETOS DRIVE THRU - EAGLE MOUNTAIN
35 WEST 5300 SOUTH
EAGLE MOUNTAIN, UTAH

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
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	PIPE TRANSITION POINT IN DRIP BOX PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER IN 6IN. DRIP BOX.	20	7/L06
	AREA TO RECEIVE DRIP EMITTERS RAIN BIRD XB-PC SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS. FLOW RATES OF 0.5 GPH-BLUE, 1.0 GPH-BLACK, AND 2.0 GPH-RED. COMES WITH A SELF-PIERCING BARB INLET X BARB OUTLET. Emitter Notes: 20PC emitters (1 assigned to each 1 gal. plant) 20PC emitters (6 assigned to each 2" Cal. plant) 20PC emitters (6 assigned to each 8' Ht. plant) 20PC emitters (2 assigned to each 5 gal. plant) 20PC emitters (6 assigned to each Multi-Trunk plant)	10,459 S.F. 266 192 156 388 24	8/L06
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	RAIN BIRD 3-RC 3/4" 3/4IN. BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, THERMOPLASTIC RUBBER COVER, AND 1-PIECE BODY.	1	3/L06
	MUELLER 1" STOP AND WASTE VALVE BRASS STOP AND WASTE VALVE TO BE SET BY UTILITY CONTRACTOR. LANDSCAPE CONTRACTOR TO COORDINATE WITH UTILITY CONTRACTOR INSTALL AND FOR LOCATION OF STUB UP FOR IRRIGATION INSTALL	1	1/L06
	ZURN 975XL 1" REDUCED PRESSURE BACKFLOW DEVICE	1	
	RAIN BIRD ESP4ME3 4 STATION, HYBRID MODULAR OUTDOOR CONTROLLER. FOR RESIDENTIAL OR LIGHT COMMERCIAL USE. LNK WIFI MODULE AND FLOW SENSOR READY.	1	
	WATER METER 1-1/2" EXISTING WATER METER - REFER TO CIVIL UTILITY PLAN.	1	
—————	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1/2"	538.8 L.F.	
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—— — — —	IRRIGATION MAINLINE: PVC SCHEDULE 40 1"	406.3 L.F.	
—— — — —	IRRIGATION MAINLINE: PVC SCHEDULE 40 1 1/4"	30.9 L.F.	
=====	PIPE SLEEVE: PVC CLASS 200 SDR 21	297.2 L.F.	



IRRIGATION NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR IRRIGATION COVERAGE TO PLANT MATERIAL.
- IRRIGATION PLAN IS SCHEMATIC. PIPING, VALVES, CONTROLS, OUTLET DEVICES (SPRINKLERS, EMITTERS, ETC.), AND RELATED MATERIAL SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS, ASTM STANDARDS, THE IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS AND SHALL BE LOCATED AS SHOWN ON THE DETAILS. CONTRACTOR SHALL REPORT DISCREPANCIES BETWEEN ACTUAL AND PROPOSED SITE CONDITIONS TO THE LANDSCAPE ARCHITECT, OR OTHER DESIGNEE. DO NOT PROCEED WITH WORK UNTIL SAID DISCREPANCIES ARE RESOLVED.
- THERE SHALL BE NO IRRIGATION SUBSTITUTIONS OR TYPE, SIZE, OR QUANTITY DEVIATIONS FROM THE IRRIGATION PLANS WITHOUT PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT.
- THE MAINLINE AND LATERAL PIPE, VALVES, ETC. ARE SHOWN SCHEMATICALLY AND SHALL BE INSTALLED WITHIN THE LANDSCAPE AREAS.
- CONTRACTOR SHALL COORDINATE IRRIGATION INSTALLATION WITH THE WORK OF OTHER CONTRACTORS AND PROTECT THE WORK OF OTHER CONTRACTORS/TRADES. CONTRACTOR IS RESPONSIBLE FOR DAMAGES RESULTING FROM HIS ACTIONS.
- CONTRACTOR SHALL VERIFY THAT THE WORK OF OTHER CONTRACTORS/TRADES IS SUFFICIENTLY COMPLETE TO ALLOW COMMENCEMENT OF IRRIGATION INSTALLATION PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL COORDINATE INSTALLATION OF IRRIGATION SLEEVING WITH OTHER CONTRACTORS PRIOR TO CONSTRUCTION OF PAVEMENT, WALKS, AND OTHER HARDSCAPE FEATURES.
- CONTRACTOR SHALL NOTIFY BLUE STAKES THREE DAYS PRIOR TO COMMENCEMENT OF WORK TO VERIFY LOCATION OF UNDERGROUND UTILITIES PRIOR TO INSTALLATION.
- CONTRACTOR SHALL FIELD LOCATE EXISTING IRRIGATION COMPONENTS TO BE RETAINED, SALVAGED, OR RELOCATED.
- IF IT BECOMES NECESSARY TO RELOCATE EXISTING SPRINKLER HEADS, VALVES, PIPING, ETC. DUE TO CONSTRUCTION INTERFERENCE, THE CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING (IN KIND OR AS APPROVED BY THE LANDSCAPE ARCHITECT) EXISTING IRRIGATION EQUIPMENT DISTURBED AND/OR DAMAGED DURING CONSTRUCTION AND WILL ENSURE THE EXISTING SYSTEM IS FULLY OPERATIONAL AND PROVIDES HEAD TO HEAD COVER.
- THE POINTS OF CONNECTION (POC) WILL BE SPECIFIED ON IRRIGATION PLANS. THE CONTRACTOR SHALL COORDINATE POC AND VERIFY COMPLIANCE WITH APPLICABLE LOCAL PLUMBING CODES.
- THE IRRIGATION STANDARDS AND SYSTEM ARE DESIGNED FOR A STATIC PRESSURE AS INDICATED ON THE DRAWINGS. CONTRACTOR SHALL PROVIDE IN WRITING TO THE LANDSCAPE ARCHITECT OR OTHER DESIGNEE A STATIC PRESSURE READING BEFORE STARTING WORK. CONTRACTOR SHALL FIELD VERIFY PRESSURE AT BACKFLOW PREVENTER LOCATION PRIOR TO ORDERING MATERIALS OR STARTING IRRIGATION INSTALLATION AND NOTIFY LANDSCAPE ARCHITECT OR OTHER DESIGNEE OF DIFFERENCE FROM STATED PRESSURE. IF THE STATIC PRESSURE IS MORE OR LESS THAN 10% NOTIFY LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK, IF CONTRACTOR FAILS TO NOTIFY LANDSCAPE ARCHITECT OR OTHER DESIGNEE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR SYSTEM ALTERATIONS AS DIRECTED BY THE LANDSCAPE ARCHITECT OR OTHER DESIGNEE.

CRITICAL ANALYSIS

Generated:	2023-10-31 15:59
P.O.C. NUMBER: 01	
Water Source Information:	Existing Water Meter - Refer to Civil Utility Plan.

FLOW AVAILABLE	
Water Meter Size:	1-1/2"
Flow Available	75 GPM

PRESSURE AVAILABLE	
Static Pressure at POC:	90 PSI
Elevation Change:	5.00 ft
Service Line Size:	3"
Length of Service Line:	20 ft
Pressure Available:	88 PSI

DESIGN ANALYSIS	
Maximum Station Flow:	16.12 GPM
Flow Available at POC:	75 GPM
Residual Flow Available:	58.88 GPM

Design Pressure:	30 PSI
Friction Loss:	2.87 PSI
Fittings Loss:	0.29 PSI
Elevation Loss:	0 PSI
Loss through Valve:	26.4 PSI
Pressure Req. at Critical Station:	59.5 PSI
Loss for Fittings:	1.45 PSI
Loss for Main Line:	14.5 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	11.7 PSI
Loss for Water Meter:	0.23 PSI
Critical Station Pressure at POC:	87.3 PSI
Pressure Available:	88 PSI
Residual Pressure Available:	0.65 PSI

- ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE-CONTROL VALVE BOXES AND CONTROLLER ENCLOSURES.
- CONNECTIONS TO REMOTE CONTROL VALVES AND SPLICES SHALL BE MADE WITH DBY-6 DIRECT BURY SPLICE KITS AS MANUFACTURED BY RAIN BIRD WATER TIGHT CONNECTORS OR APPROVED EQUAL UNLESS OTHERWISE NOTED.
- PIPING TO BE SCHEDULE 40 PVC WITH SOLVENT WELDED JOINTS UNLESS OTHERWISE NOTED. THE IRRIGATION MAINLINE SHALL BE SCHEDULE 40 PVC PIPE WITH SCHEDULE 40 FITTINGS UNLESS OTHERWISE NOTED.
- PVC SOLVENT WELD FITTINGS SHALL BE LASCO, SPEARS, DURA, OR APPROVED EQUAL. PRIME SOLVENT WELD FITTINGS BEFORE GLUING.
- BACKFILL TRENCHES WITH CLEAN FILL FREE OF DEBRIS.
- MAIN LINE PIPING AND LATERAL PIPING MAY BE PLACED IN SAME TRENCH WHEN POSSIBLE. MAIN LINE PIPING SHALL BE INSTALLED IN BOTTOM OF TRENCH WITH LATERALS ABOVE AS DETAILED.
- THREADED JOINTS SHALL BE WRAPPED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS ONLY.
- VALVE COVERS, VAULT BOXES, ETC. SHALL BE PLACED SO THE EDGES ARE PARALLEL OR PERPENDICULAR TO ADJACENT HARD EDGES. TOP OF BOXES ARE TO BE FLUSH WITH GRADE. TOP SURFACE OF BOXES SHALL BE INSTALLED SO THAT A SMOOTH SURFACE IS CREATED IN RELATION TO EXISTING GRADES.
- VALVE BOXES SHALL BE GREEN IN TURF, BROWN IN PLANTING AREAS, AND PURPLE IF WATER IS NON-POTABLE.
- FLUSHING OF LINES PRIOR TO INSTALLATION AND EMITTERS IS REQUIRED.
- SLEEVING TO BE INSTALLED WHEREVER PIPES RUN UNDER HARDSCAPE FEATURES SUCH AS SIDEWALKS, DRIVEWAYS, STREETS, ETC.
- NO PVC PIPING SHALL BE LOCATED UNDER TREE ROOTBALLS.
- THE SYSTEM SHALL BE ZONED AND PROGRAMMED TO ALLOW SEPARATE WATERING OF TREES, SHRUBS, AND TURF.
- CONTRACTOR SHALL COMPLETE INITIAL PUNCH LIST ITEMS AND OBTAIN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO SUBSTANTIAL COMPLETION.
- PRIOR TO THE ACCEPTANCE OF IRRIGATION SYSTEM BY THE LANDSCAPE ARCHITECT, A PERSON QUALIFIED TO REPRESENT THE IRRIGATION CONTRACTOR SHALL DEMONSTRATE THE SYSTEM AND PROVE ITS PERFORMANCE, AND WORK SHALL HAVE BEEN COMPLETED, TESTED, ADJUSTED, AND PLACED IN OPERATION.
- CONTRACTOR SHALL PROVIDE THE LANDSCAPE ARCHITECT WITH SPARE ITEMS REQUIRED IN THE SPECIAL PROVISIONS UPON COMPLETION OF THE PROJECT.
- ALL IRRIGATION PIPES, VALVES AND FITTINGS ARE TO BE OPEN TRENCH INSPECTED BY LANDSCAPE ARCHITECT AND APPROVED BEFORE BACKFILLING ANY TRENCHES.
- CONTRACTOR TO PROVIDE THE OWNER AN IRRIGATION STATION BREAKDOWN MAP TO BE INCLUDES INSIDE THE CONTROLLER BOX.

SHEET INDEX

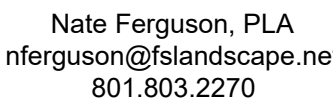
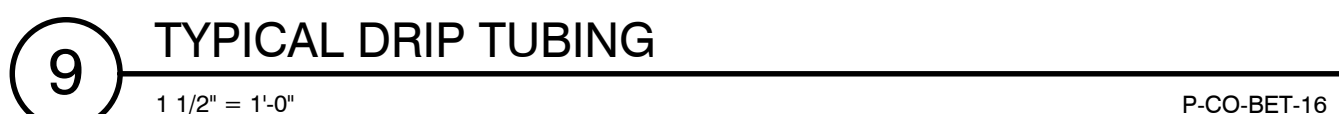
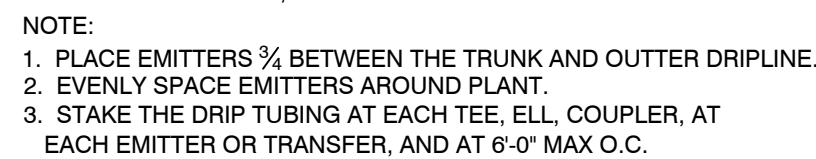
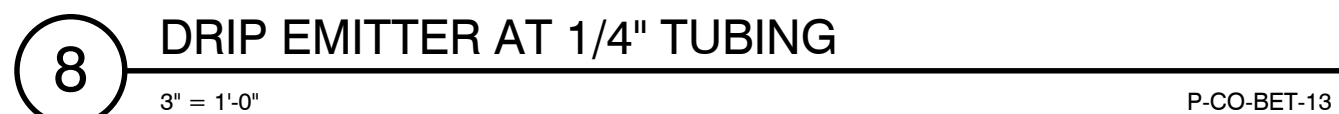
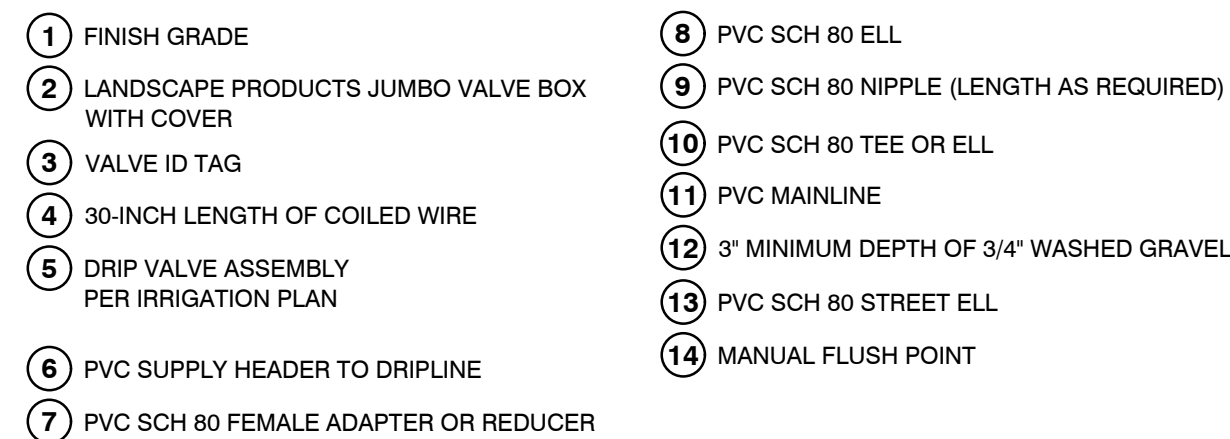
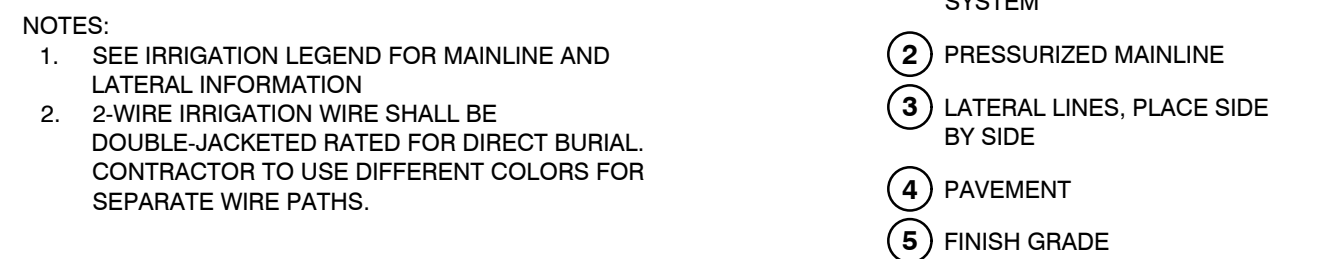
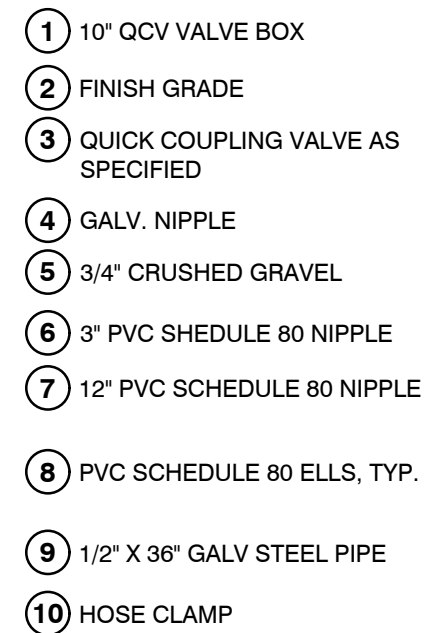
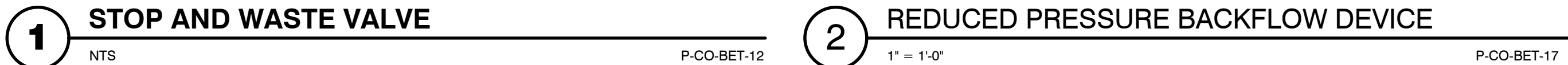
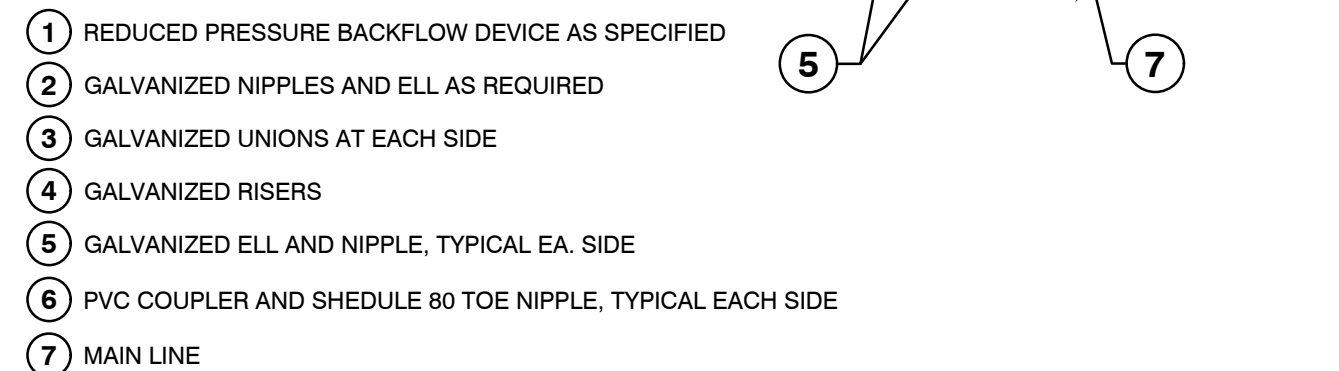
SHEET	DESCRIPTION
L01	Landscape Planting Plan
L02	Landscape Materials Plan
L03	Landscape Details
L04	Landscape Irrigation Plan
L05	Landscape Irrigation Schedule and Notes
L06	Landscape Irrigation Details

DESIGNED BY: NF
DRAWN: NF
CHECKED: NF/RS
ISSUE DATE: 11.17.2023
PROJ #: RMC001

Sheet Name:
**LANDSCAPE
IRRIGATION
SCHEDULES**

Sheet Number:

L05



BETOS DRIVE THRU - EAGLE MOUNTAIN
35 WEST 5300 SOUTH
EAGLE MOUNTAIN, UTAH

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DESIGNED BY: NF
DRAWN: NF
CHECKED: NF/RS
ISSUE DATE: 11.17.2023
PROJ #: RMC001

Sheet Name:

LANDSCAPE
IRRIGATION
DETAILS

Sheet Number:

L06

SHEET INDEX

<u>SHEET</u>	<u>DESCRIPTION</u>
L01	Landscape Planting Plan
L02	Landscape Materials Plan
L03	Landscape Details
L04	Landscape Irrigation PLAN
L05	Landscape Irrigation Schedule and Notes
L06	Landscape Irrigation Details



DESCRIPTION

The patented Lumark Crosstour™ LED Wall Pack Series of luminaires provides an architectural style with super bright, energy efficient LEDs. The low-profile, rugged die-cast aluminum construction, universal back box, stainless steel hardware along with a sealed and gasketed optical compartment make the Crosstour impervious to contaminants. The Crosstour wall luminaire is ideal for wall/surface, inverted mount for façade/canopy illumination, post/bollard, site lighting, floodlight and low level pathway illumination including stairs. Typical applications include building entrances, multi-use facilities, apartment buildings, institutions, schools, stairways and loading docks test.

SPECIFICATION FEATURES

Construction

Slim, low-profile LED design with rugged one-piece, die-cast aluminum hinged removable door and back box. Matching housing styles incorporate both a small and medium design. The small housing is available in 12W, 18W and 26W. The medium housing is available in the 38W model. Patented secure lock hinge feature allows for safe and easy tool-less electrical connections with the supplied push-in connectors. Back box includes three half-inch, NPT threaded conduit entry points. The universal back box supports both the small and medium forms and mounts to standard 3-1/2" to 4" round and octagonal, 4" square, single gang and masonry junction boxes. Key hole gasket allows for adaptation to junction box or wall. External fin design extracts heat from the fixture surface. One-piece silicone gasket seals door and back box. Minimum 5" wide pole for site lighting application. Not recommended for car wash applications.

Optical

Silicone sealed optical LED chamber incorporates a custom engineered mirrored anodized reflector providing high-efficiency illumination. Optical assembly includes impact-resistant tempered glass and meets IESNA requirements for full cutoff compliance. Available in seven lumen packages; 5000K, 4000K and 3000K CCT.

Electrical

LED driver is mounted to the die-cast housing for optimal heat sinking. LED thermal management system incorporates both conduction and natural convection to transfer heat rapidly away from the LED source. 12W, 18W, 26W and 38W series operate in -40°C to 40°C [-40°F to 104°F]. High ambient 50°C models available. Crosstour luminaires maintain greater than 89% of initial light output after 72,000 hours of operation. Three half-inch NPT threaded conduit entry points allow for thru-branch wiring. Back box is an authorized

electrical wiring compartment. Integral LED electronic driver is standard 0-10V dimming. 120-277V 50/60Hz or 347V 60Hz models.

Finish

Crosstour is protected with a Super durable TGIC carbon bronze or summit white polyester powder coat paint. Super durable TGIC powder coat paint finishes withstand extreme climate conditions while providing optimal color and gloss retention of the installed life. Options to meet Buy American and other domestic preference requirements.

Warranty

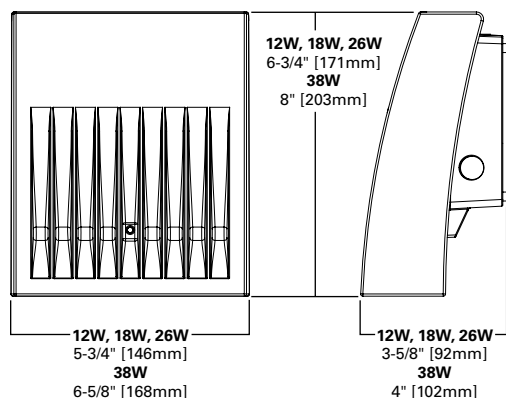
Five-year warranty.



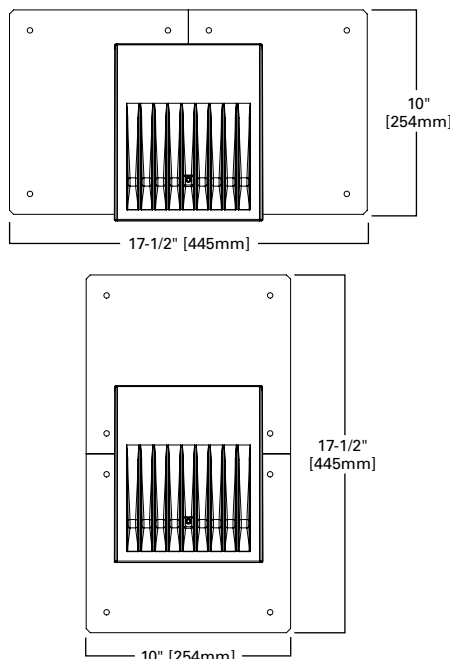
XTOR CROSSTOUR LED

APPLICATIONS:
WALL / SURFACE
POST / BOLLARD
LOW LEVEL
FLOODLIGHT
INVERTED
SITE LIGHTING

DIMENSIONS



ESCUTCHEON PLATES



CERTIFICATION DATA

Dark Sky Approved (Fixed mount, Full cutoff, and 3000K CCT only)
UL/cUL Wet Location Listed
LM79 / LM80 Compliant
ROHS Compliant
ADA Compliant
NOM Compliant Models
IP66 Ingress Protection Rated
Title 24 Compliant
DesignLights Consortium® Qualified*

TECHNICAL DATA

40°C Maximum Ambient Temperature
External Supply Wiring 90°C Minimum

EPA

Effective Projected Area (Sq. Ft.):
XTOR1B, XTOR2B, XTOR3B=0.34
XTOR4B=0.45

SHIPPING DATA:

Approximate Net Weight:
3.7 – 5.25 lbs. [1.7 – 2.4 kgs.]

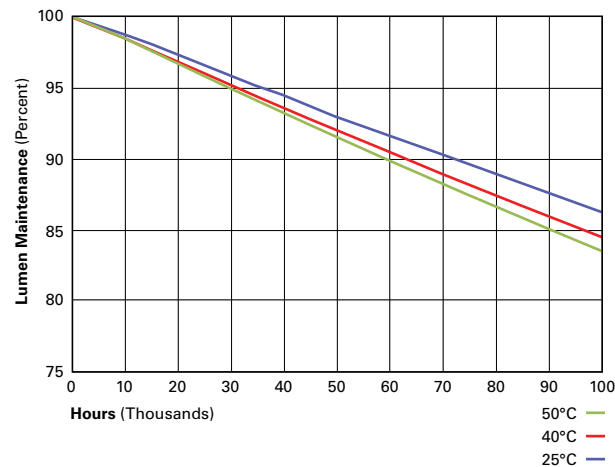
POWER AND LUMENS BY FIXTURE MODEL

LED Information	XTOR1B	XTOR1B-W	XTOR1B-Y	XTOR2B	XTOR2B-W	XTOR2B-Y	XTOR3B	XTOR3B-W	XTOR3B-Y	XTOR4B	XTOR4B-W	XTOR4B-Y
Delivered Lumens (Wall Mount)	1,418	1,396	1,327	2,135	2,103	1,997	2,751	2,710	2,575	4,269	4,205	3,995
Delivered Lumens (With Flood Accessory Kit) ¹	1,005	990	940	1,495	1,472	1,399	2,099	2,068	1,965	3,168	3,121	2,965
B.U.G. Rating ²	B1-U0-G0	B1-U0-G0	B1-U0-G0	B1-U0-G0	B1-U0-G0	B1-U0-G0	B1-U0-G0	B1-U0-G0	B1-U0-G0	B2-U0-G0	B2-U0-G0	B2-U0-G0
CCT (Kelvin)	5,000	4,000	3,000	5,000	4,000	3,000	5,000	4,000	3,000	5,000	4,000	3,000
CRI (Color Rendering Index)	70	70	70	70	70	70	70	70	70	70	70	70
Power Consumption (Watts)	12W	12W	12W	18W	18W	18W	26W	26W	26W	38W	38W	38W

NOTES: 1 Includes shield and visor. 2 B.U.G. Rating does not apply to floodlighting.

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (72,000 Hours)	Theoretical L70 (Hours)
XTOR1B Model		
25°C	> 90%	255,000
40°C	> 89%	234,000
50°C	> 88%	215,000
XTOR2B Model		
25°C	> 89%	240,000
40°C	> 88%	212,000
50°C	> 87%	196,000
XTOR3B Model		
25°C	> 89%	240,000
40°C	> 88%	212,000
50°C	> 87%	196,000
XTOR4B Model		
25°C	> 89%	222,000
40°C	> 87%	198,000
50°C	> 87%	184,000



CURRENT DRAW

Voltage	Model Series			
	XTOR1B	XTOR2B	XTOR3B	XTOR4B
120V	0.103A	0.15A	0.22A	0.34A
208V	0.060A	0.09A	0.13A	0.17A
240V	0.053A	0.08A	0.11A	0.17A
277V	0.048A	0.07A	0.10A	0.15A
347V	0.039A	0.06A	0.082A	0.12A

ORDERING INFORMATION

Sample Number: XTOR2B-W-WT-PC1

Series ¹	LED Kelvin Color	Housing Color	Options (Add as Suffix)	Accessories (Order Separately) ⁸
XTOR1B =Small Door, 12W XTOR2B =Small Door, 18W XTOR3B =Small Door, 26W XTOR4B =Medium Door, 38W BAA-XTOR1B =Small Door, 12W, Buy American Act Compliant ⁷ TAA-XTOR1B =Small Door, 12W Trade Agreements Act Compliant ⁷ BAA-XTOR2B =Small Door, 18W, Buy American Act Compliant ⁷ TAA-XTOR2B =Small Door, 18W, Trade Agreements Act Compliant ⁷ BAA-XTOR3B =Small Door, 26W, Buy American Act Compliant ⁷ TAA-XTOR3B =Small Door, 26W, Trade Agreements Act Compliant ⁷ BAA-XTOR4B =Medium Door, 38W, Buy American Act Compliant ⁷ TAA-XTOR4B =Medium Door, 38W, Trade Agreements Act Compliant ⁷	[Blank] =Bright White (Standard), 5000K W =Neutral White, 4000K Y =Warm White, 3000K	[Blank] =Carbon Bronze (Standard) WT =Summit White BK =Black BZ =Bronze AP =Grey GM =Graphite Metallic DP =Dark Platinum	PC1 =Photocontrol 120V ² PC2 =Photocontrol 208-277V ^{2,3} 347V =347V ⁴ HA =50°C High Ambient ⁴	WG/XTOR =Wire Guard ⁵ XTORFLD-KNC =Knuckle Floodlight Kit ⁶ XTORFLD-TRN =Trunnion Floodlight Kit ⁶ XTORFLD-KNC-WT =Knuckle Floodlight Kit, Summit White ⁶ XTORFLD-TRN-WT =Trunnion Floodlight Kit, Summit White ⁶ EWP/XTOR =Escutcheon Wall Plate, Carbon Bronze EWP/XTOR-WT =Escutcheon Wall Plate, Summit White

NOTES:

- DesignLights Consortium® Qualified and classified for both DLC Standard and DLC Premium, refer to www.designlights.org for details.
- Photocontrols are factory installed.
- Order PC2 for 347V models.
- Thru-branch wiring not available with HA option or with 347V. XTOR3B not available with HA and 347V or 120V combination.
- Wire guard for wall/surface mount. Not for use with floodlight kit accessory.
- Floodlight kit accessory supplied with knuckle (KNC) or trunnion (TRN) base, small and large top visors and small and large impact shields.
- Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to [DOMESTIC PREFERENCES](#) website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
- Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.

STOCK ORDERING INFORMATION

Domestic Preferences ¹	12W Series	18W Series	26W Series	38W Series
[Blank] =Standard	XTOR1B =12W, 5000K, Carbon Bronze	XTOR2B =18W, 5000K, Carbon Bronze	XTOR3B =26W, 5000K, Carbon Bronze	XTOR4B =38W, 5000K, Carbon Bronze
BAA =Buy American Act	XTOR1B-WT =12W, 5000K, Summit White	XTOR2B-W =18W, 4000K, Carbon Bronze	XTOR3B-W =26W, 4000K, Carbon Bronze	XTOR4B-W =38W, 4000K, Carbon Bronze
TAA =Trade Agreements Act	XTOR1B-PC1 =12W, 5000K, 120V PC, Carbon Bronze	XTOR2B-WT =18W, 5000K, Summit White	XTOR3B-WT =26W, 5000K, Summit White	XTOR4B-WT =38W, 5000K, Summit White
	XTOR1B-W =12W, 4000K, Carbon Bronze	XTOR2B-PC1 =18W, 5000K, 120V PC, Carbon Bronze	XTOR3B-PC1 =26W, 5000K, 120V PC, Carbon Bronze	XTOR4B-PC1 =38W, 5000K, 120V PC, Carbon Bronze
		XTOR2B-W-PC1 =18W, 4000K, 120V PC, Carbon Bronze	XTOR3B-W-PC1 =26W, 4000K, 120V PC, Carbon Bronze	XTOR4B-W-PC1 =38W, 4000K, 120V PC, Carbon Bronze
		XTOR2B-347V =18W, 5000K, Carbon Bronze, 347V	XTOR3B-347V =26W, 5000K, Carbon Bronze, 347V	XTOR4B-347V =38W, 5000K, Carbon Bronze, 347V
		XTOR2B-WT-PC1 =18W, 5000K, 120V PC, Summit White	XTOR3B-PC2 =26W, 5000K, 208-277V PC, Carbon Bronze	

NOTES:

- Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to [DOMESTIC PREFERENCES](#) website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.

Project		Catalog #		Type	
Prepared by		Notes		Date	



Lumark

Prevail Discrete LED

Area / Site Luminaire

Product Features



Product Certifications



Interactive Menu

- Ordering Information page 2
- Mounting Details page 3, 4
- Optical Configurations page 5
- Product Specifications page 5
- Energy and Performance Data page 6, 7
- Control Options page 8

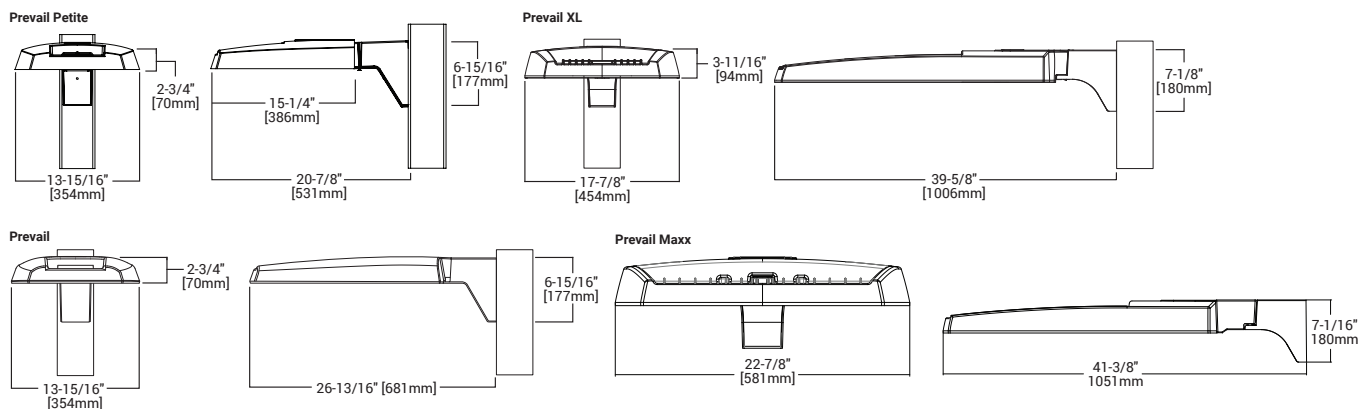
Quick Facts

- Direct-mounted discrete light engine for improved optical uniformity and visual comfort
- Lumen packages range from 4,300 - 68,000 nominal lumens (30W - 550W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 157 lumens per watt
- Standard universal quick mount arm with universal drill pattern

Connected Systems

- WaveLinx

Dimensional Details



NOTES:

1. Visit <https://www.designlights.org/search/> to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

Ordering Information

SAMPLE NUMBER: **PRV-XL-PA4B-740-U-T4W-BZ**

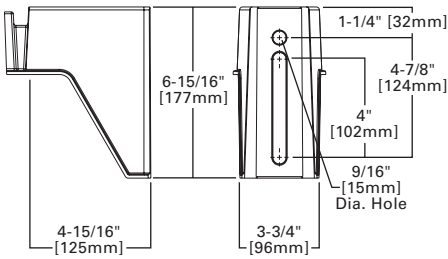
Product Family ^{1,2}	Light Engine		Color Temperature	Voltage	Distribution	Mounting (Included)	Finish				
	Configuration	Drive Current ⁴									
PRV-P =Prevail Petite BAA-PRV-P =Prevail Petite BAA Buy American Act Compliant ³ TAA-PRV-P =Prevail Petite TAA Trade Agreements Act Compliant ³	PA1 =1 Panel, 24 LED Rectangle	A =400mA Nominal B =700mA Nominal C =950mA Nominal D =1200mA Nominal	740 =70CRI, 4000K 730 =70CRI, 3000K 750 =70CRI, 5000K 8540 =85CRI, 4000K	U =Universal, 120-277V H =High Voltage, 347-480V 1 =120V 2 =208V 3 =240V 4 =277V 8 =480V ⁵ 9 =347V DV =DuraVolt, 277-480V ^{5,6}	T2R =Type II Roadway T2U =Type II Urban T3 =Type III T4W =Type IV Wide 5WQ =Type V Square Wide	SA =QM Standard Versatile Arm MA =QM Mast Arm FMA =Fixed Mast Arm ²⁸ WM =QM Wall Mount Arm ADJA-WM = Adjustable Arm – Wall Mount ³⁰ ADJA =Adjustable Arm – Pole Mount ³⁰ ADJS =Adjustable Arm – Slipfitter, 3" vertical tenon ³⁰ SP2 =Adjustable Arm – Slipfitter, 2 3/8" vertical tenon ^{28,30}	AP =Grey BZ =Bronze BK =Black DP =Dark Platinum GM =Graphite Metallic WH =White				
PRV =Prevail BAA-PRV =Prevail BAA Buy American Act Compliant ³ TAA-PRV =Prevail TAA Trade Agreements Act Compliant ³	PA1 =1 Panel, 24 LED Rectangle PA2 =2 Panels, 48 LED Rectangles	A =700mA Nominal B =950mA Nominal									
PRV-XL =PRV XL BAA-PRV-XL =Prevail XL BAA Buy American Act Compliant ³ TAA-PRV-XL =Prevail XL TAA Trade Agreements Act Compliant ³	PA3 =3 Panels, 72 LED Rectangles PA4 =4 Panels, 96 LED Rectangles	A =750mA Nominal B =950mA Nominal									
PRV-M =Prevail Maxx BAA-PRV-M =Prevail Maxx BAA Buy American Act Compliant ³ TAA-PRV-M =Prevail Maxx TAA Trade Agreements Act Compliant ³	PA6 = 6 Panels, 144 LED Rectangles	A =600mA Nominal B =800mA Nominal C =1000mA Nominal D =1200mA Nominal									
Options (Add as Suffix)				Accessories (Order Separately) ^{20,21}							
10K =10kV UL 1449 Fused Surge Protective Device 20MSP =20kV MOV Surge Protective Device 20K =20kV UL 1449 Fused Surge Protective Device F =Single Fuse (Used with Voltages 120, 277 or 347V) FF =Double Fuse (Used with Voltages 208, 240 or 480V) L90 =Optics Rotated 90° Left R90 =Optics Rotated 90° Right CC =Coastal Construction finish ³¹ HSS =House Side Shield (Factory Installed) ⁷ HA =50°C High Ambient Temperature ⁸ PR =NEMA 3-PIN Twistlock Photocontrol Receptacle ¹⁰ PR7 =NEMA 7-PIN Twistlock Photocontrol Receptacle ¹⁰ MS/DIM-L08 =Motion Sensor for Dimming Operation, Up to 8' Mounting Height ^{11,12,13,22} MS/DIM-L20 =Motion Sensor for Dimming Operation, 9' - 20' Mounting Height ^{11,12,13,28,29} MS/DIM-L40 =Motion Sensor for Dimming Operation, 21' - 40' Mounting Height ^{11,12,13} SPB1 =Motion Sensor for Dimming Operation, BLE Interface, Up to 8' Mounting Height ^{11,14,22} SPB2 =Motion Sensor for Dimming Operation, BLE Interface, 8' - 20' Mounting Height ^{11,14,28,29} SPB4 =Motion Sensor for Dimming Operation, BLE Interface, 21' - 40' Mounting Height ^{11,14,29}				ZW =Wavelinx-enabled 4-PIN Twistlock Receptacle ^{11,12} ZD =DALI-enabled 4-PIN Twistlock Receptacle ^{11,12} ZW-SWPD4XX =Wavelinx Pro, Dimming Motion and Daylight, WAC Programmable, 7' - 15' Mounting Height ^{11,12,13,16,17,22} ZW-SWPD5XX =Wavelinx Pro, Dimming Motion and Daylight, WAC Programmable, 15' - 40' Mounting Height ^{11,12,13,16,17,28,29} ZD-SWPD4XX =Wavelinx Pro, SR Driver, Dimming Motion and Daylight, 7' - 15' Mounting Height ^{11,12,13,16,17,22} ZD-SWPD5XX =Wavelinx Pro, SR Driver, Dimming Motion and Daylight, 15' - 40' Mounting Height ^{11,12,13,16,17,28,29} (See Table Below) =LumenSafe Integrated Network Security Camera ^{18,19}				PRVSA-XX =Standard Arm Mounting Kit ²² PRVMA-XX =Mast Arm Mounting Kit ²² PRVWM-XX =Wall Mount Kit ²² PRV-ADJA-XX =Adjustable Arm - Pole Mount Kit ²² PRV-ADJS-XX =Adjustable Arm - Slipfitter Kit ²² PRV-ADJA-WM-XX =Adjustable Arm - Wall Mount Kit ²² PRVXLSA-XX =Standard Arm Mounting Kit ²⁹ PRVXLMA-XX =Mast Arm Mounting Kit ²⁹ PRVXLWM-XX =Wall Mount Kit ²⁹ PRV-XL-ADJA-XX =Adjustable Arm - Pole Mount Kit ²⁹ PRV-XL-ADJA-WM-XX = Adjustable Arm - Wall Mount Kit ²⁹ PRV-XL-ADJS-XX = Adjustable Arm - Slipfitter Kit ²⁹ PRV-M-ADJA-XX =Adjustable Arm - Pole Mount Kit ²⁸ PRV-M-ADJS-XX =Adjustable Arm - Slipfitter Kit ²⁸ PRV-M-ADJA-WM-XX =Adjustable Arm - Wall Mount Kit ²⁸ MA1010-XX =Single Tenon Adapter for 3-1/2" O.D. Tenon MA1011-XX =2@180° Tenon Adapter for 3-1/2" O.D. Tenon			
MA1017-XX =Single Tenon Adapter for 2-3/8" O.D. Tenon MA1018-XX =2@180° Tenon Adapter for 2-3/8" O.D. Tenon SRA238 =Tenon Adapter from 3" to 2-3/8" PRV/DIS-FDV =Full Drop Visor ²³ PRVXL/DIS-FDV =Full Drop Visor ¹⁸ HSS-VP =House Side Shield Kit, Vertical Panel ^{7,24} HSS-HP =House Side Shield Kit, Horizontal Panel ^{7,24} VGS-ARCH = Panel Drop Shield, Short VGL-ARCH = Panel Drop Shield, Long OA/RA1013 =Photocontrol Shorting Cap OA/RA1014 =NEMA Photocontrol - 120V OA/RA1016 =NEMA Photocontrol - Multi-Tap 105-285V OA/RA1201 =NEMA Photocontrol - 347V OA/RA1027 =NEMA Photocontrol - 480V FSIR-100 =Wireless Configuration Tool for Occupancy Sensor ²⁵ WOLC-7P-10A =WaveLinX Outdoor Control Module (7-PIN) ²⁷ SWPD4-XX =WaveLinX Wireless Sensor, 7' - 15' Mounting Height ^{15,16,17,22,26} SWPD5-XX =WaveLinX Wireless Sensor, 15' - 40' Mounting Height ^{15,16,17,26,28,29}											
NOTES: 1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details. 2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications. Refer to installation instructions and pole white paper WP513001EN for additional support information. 3. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC.PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements. 4. Nominal drive currents shown here. For actual drive current by configuration, refer to Power and Lumens tables. 5. 480V not to be used with ungrounded or impedance grounded systems. 6. DuraVolt drivers feature added protection from power quality issues such as loss of neutral, transients and voltage fluctuations. Visit www.signify.com/duravolt for more information. 7. House Side Shield not for use with 5WQ distribution. 8. Not available with PATD light engine in Petite housing (PRV-P). 9. Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654. 10. If High Voltage (H) or DuraVolt (DV) is specified, use a photocontrol that matches the input voltage used. 11. Controls system is not available in combination with a photocontrol receptacle (PR or PR7) or another controls system (MS, SPB, ZD, or ZW). 12. Option not available with High Voltage (H) or DuraVolt (DV). Must specify Universal (U), 347V (9), or 480V (8) voltage. 13. Utilizes the Wattstopper sensor FSP-211. Sensor color white unless specified otherwise via PDR. To field-configure, order FSIR-100 accessory separately. 14. Utilizes the Wattstopper sensor FSP-3XX series. Sensor color determined by product finish. See Sensor Color Reference Table. Field-configures via mobile application. See Controls section for details. 15. Sensor passive infrared (PIR) may be overly sensitive when operating below -20°C (-4°F). 16. In order for the device to be field-configurable, requires WAC Gateway components WAC-PoE and WPOE-120 in appropriate quantities. Only compatible with WaveLinX system and software and requires system components to be installed for operation. See website for more WaveLinX application information. 17. Replace XX with sensor color (WH, BZ or BK). 18. Only available in PRV-XL configurations. 19. Not available with High Voltage (H, DV, 8 or 9) or HA options. Consult LumenSafe system product pages for additional details and compatibility information. 20. Replace XX with paint color. 21. For BAA or TAA requirements, Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information. 22. Not for use with PRV-XL or PRV-M configurations. 23. Only for use with PRV. Not applicable to PRV-M, PRV-XL, or PRV-P. 24. Must order one per optic/LED when ordering as a field-installable accessory (1, 2, 3, 4, or 6). Refer to House Side Shield reference table for details. 25. This tool enables adjustment to Motion Sensor (MS) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative for more information. 26. Requires 4-PIN twistlock receptacle option (ZD or ZW) option. 27. Requires 7-PIN NEMA twistlock photocontrol receptacle (PR7) option. The WOLC-7 cannot be used in conjunction with other controls systems (MS, ZD, ZW or LWR). Only for use at 120-347V. 28. Only available for PRV-M configurations. 29. Only for use with PRV-XL. 30. Fixed for PRV-M											

LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

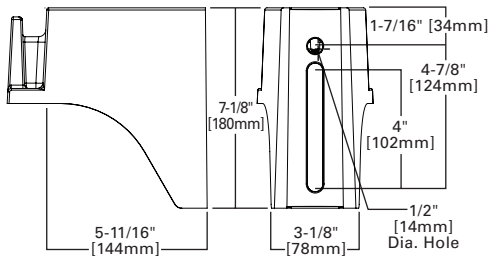
Product Family	Camera Type	Data Backhaul	
L =LumenSafe Technology 	H =Dome Camera, High Res Z =Dome Camera, Remote PTZ	C =Cellular, Customer Installed SIM Card A =Cellular, Factory Installed AT&T SIM Card V =Cellular, Factory Installed Verizon SIM Card	S =Cellular, Factory Installed Sprint SIM Card E =Ethernet Networking

Mounting Details

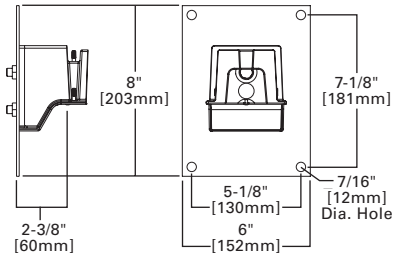
SA=QM Pole Mount Arm (PRV & PRV-P)



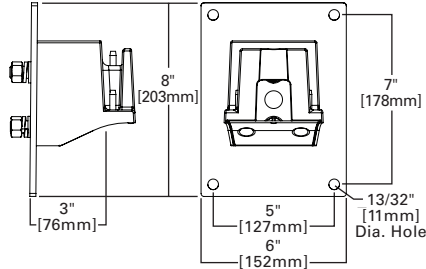
SA=QM Pole Mount Arm (PRV-XL)



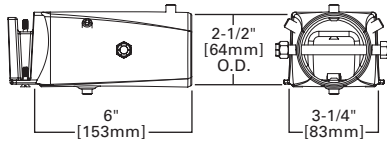
WM=QM Wall Mount Arm (PRV & PRV-P)



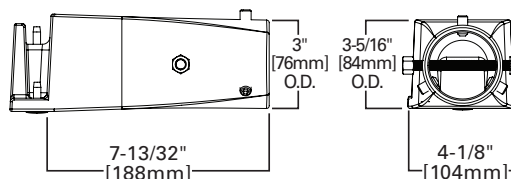
WM=QM Wall Mount Arm (PRV-XL)



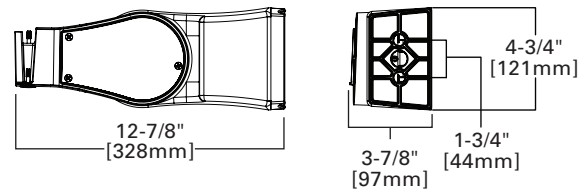
MA=QM Mast Arm (PRV & PRV-P)



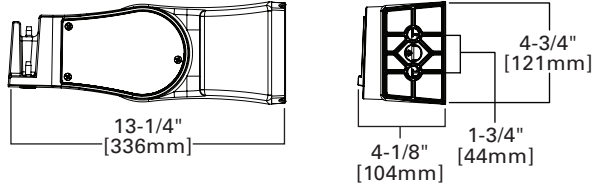
MA=QM Mast Arm (PRV-XL)



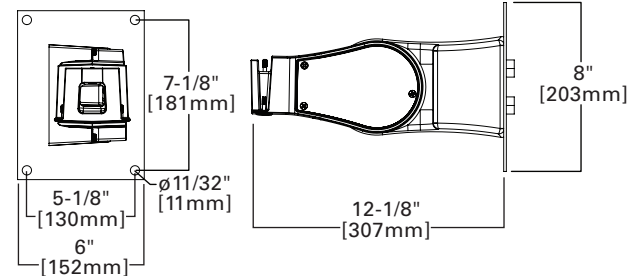
ADJA=Adjustable Arm Pole Mount (PRV & PRV-P)



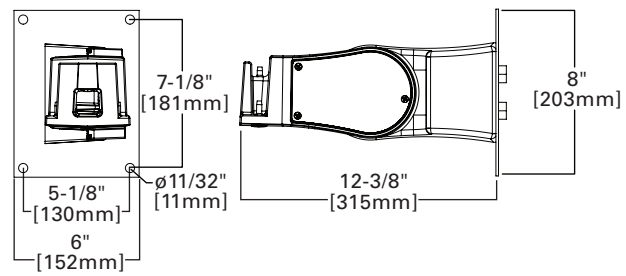
ADJA=Adjustable Arm Pole Mount (PRV-XL)



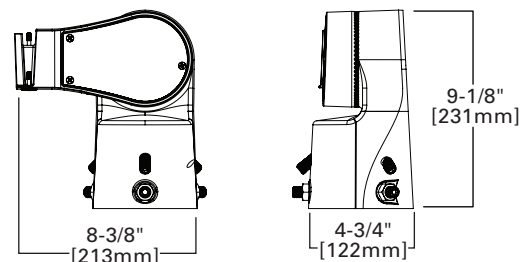
ADJA-WM=Adjustable Arm Wall Mount (PRV & PRV-P)



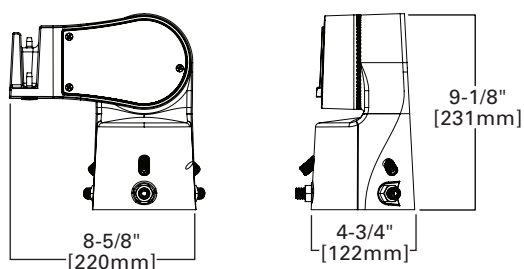
ADJA-WM=Adjustable Arm Wall Mount (PRV-XL)



ADJS=Adjustable Slipfitter 3 (PRV & PRV-P)

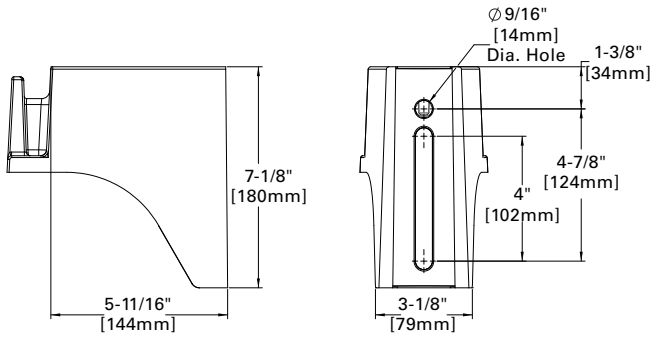


ADJS=Adjustable Slipfitter 3 (PRV-XL)

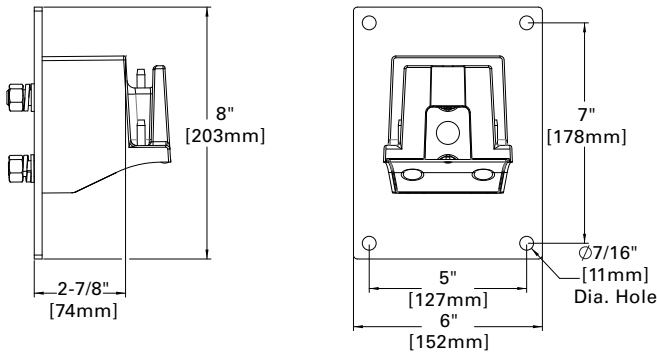


Mounting Details

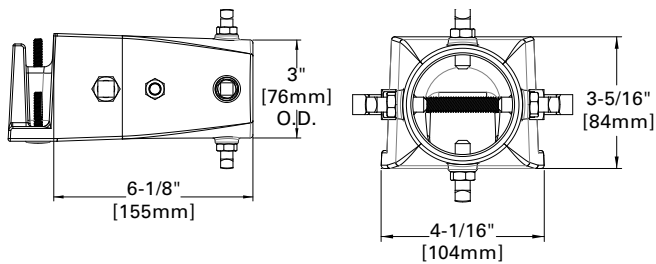
SA=QM Pole Mount Arm (PRV-M)



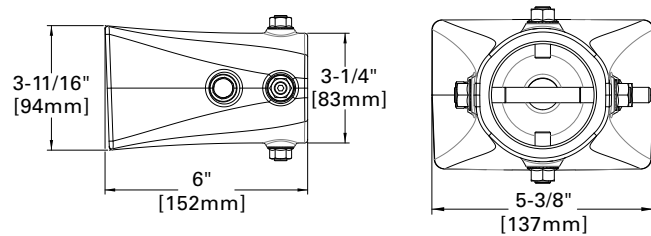
WM=QM Wall Mount Arm (PRV-M)



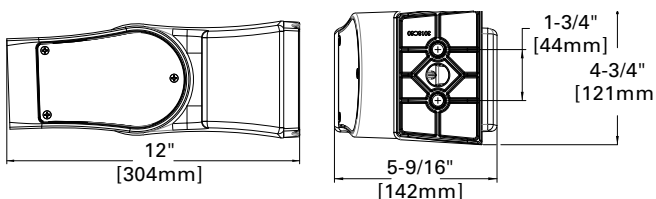
MA=QM Mast Arm (PRV-M)



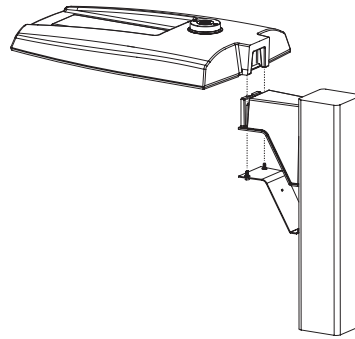
FMA=Fixed Mast Arm (PRV-M)



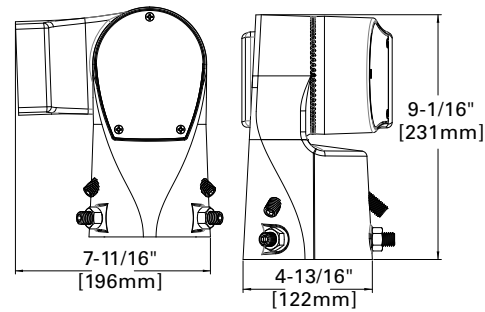
DM=Direct Pole Mount Arm (PRV-M)



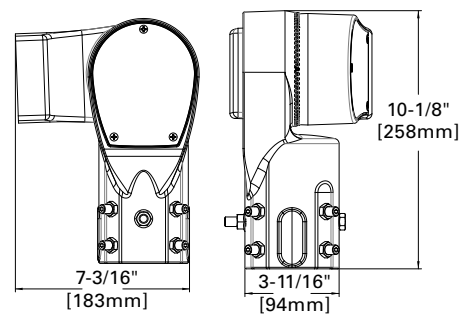
Versatile Mount System



ADJS=Adjustable Slipfitter (PRV-M)



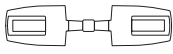
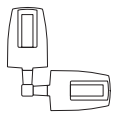
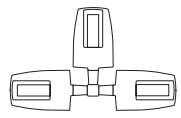
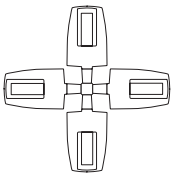
SP2=Adjustable Slipfitter 2-3/8\" (PRV-M)



Mounting Details

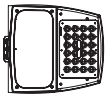
Mounting Configurations and EPAs

NOTE: For 2 PRV's mounted at 90°, requires minimum 3" square or 4" round pole for fixture clearance. For 2 PRV-XL's mounted at 90°, requires minimum 4" square or round pole for fixture clearance. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications

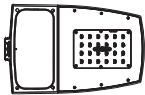
						
Housing Size	Tilt Angle (Degrees)	Arm Mount Single	Arm Mount 2 @ 180°	Arm Mount 2 @ 90°	Arm Mount 3 @ 90°	Arm Mount 4 @ 90°
Prevail Petite	0°	0.54	1.08	0.84	1.38	1.38
	60°	1.68	1.85	2.42	3.15	3.30
Prevail	0°	0.92	1.35	1.42	1.63	1.63
	60°	2.20	2.40	3.05	3.88	4.07
	60° + Full Drop Visor	2.20	2.40	3.25	4.28	4.47
Prevail XL	0°	1.12	2.25	2.13	2.52	2.52
	60°	3.99	4.30	5.26	6.51	6.79
	60° + Full Drop Visor	3.99	4.30	5.59	7.17	7.49
Prevail Maxx	0°	1.28	2.56	1.7	2.69	2.69
	60°	5.09	5.52	6.34	7.49	7.81

Optical Configurations

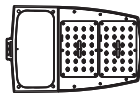
PRV-P-PA1X



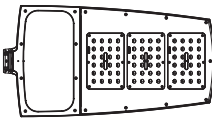
PRV-PA1X



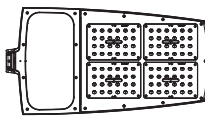
PRV-PA2X



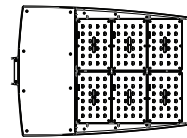
PRV-XL-PA3X



PRV-XL-PA4X



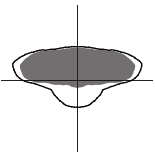
PRV-M-PA6X



Optical Distributions

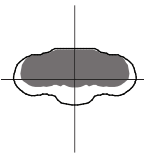
T2R

(Type II Roadway)



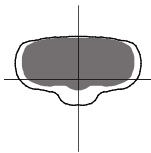
T2U

(Type II Urban)



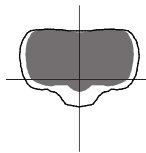
T3

(Type III)



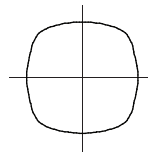
T4W

(Type IV Wide)



5WQ

(Type V Square Wide)



■ = Distribution with House Side Shield (HSS)
□ = Optical Distribution

Product Specifications

Construction

- Single-piece die-cast aluminum housing
- Tethered die-cast aluminum door

Optics

- Dark Sky Approved (3000K CCT and warmer only)
- Precision molded polycarbonate optics

Electrical

- 40°C minimum operating temperature
- 40°C maximum operating temperature
- >.9 power factor
- <20% total harmonic distortion
- Class 1 electronic drivers have expected life of 100,000 hours with <1% failure rate
- 0-10V dimming driver is standard with leads external to the fixture
- Standard MOV surge protective device designed to withstand 10kV of transient line surge

Mounting

- Versatile, patented, standard mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8" (Type M drilling recommended for new installations)
- A knock-out on the standard mounting arm enables round pole mounting
- Adjustable pole and wall mount arms adjust in 5° increments from 0° to 60°; Downward facing orientation only (Type N drilling required for ADJA mount)
- Adjustable slipfitter arm adjusts in 5° increments from -5° to 85°; Downward facing orientation only
- Prevail and Prevail Petite: 3G vibration rated (all arms)
- Prevail XL Mast Arm: 3G vibration rated
- Prevail XL Standard Arm: 1.5G vibration rated
- Adjustable Arms: 1.5G vibration rated

Finish

- Five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness
- Finish is compliant to 3,000 hour salt spray standard (per ASTM B117)

Typical Applications

- Parking lots, Walkways, Roadways and Building Areas

Shipping Data

- Prevail Petite: 18 lbs. (7.94 kgs.)
- Prevail: 20 lbs. (9.09 kgs.)
- Prevail XL: 45 lbs. (20.41 kgs.)
- Prevail Maxx: 49 lbs. (22.23 kgs.)

Warranty

- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

Energy and Performance Data

Power and Lumens



View PRV-P IES files



View PRV IES files



View PRV-XL IES files

Product Family		Prevail Petite				Prevail				Prevail XL				Prevail Maxx			
Light Engine		PA1A	PA1B	PA1C	PA1D	PA1A	PA1B	PA2A	PA2B	PA3A	PA3B	PA4A	PA4B	PA6A	PA6B	PA6C	PA6D
Power (Watts)		31	53	72	93	54	74	113	151	172	234	245	303	274	366	457	544
Drive Current (mA)		375	670	930	1200	670	930	720	970	750	980	785	970	600	800	1000	1200
Input Current @ 120V (A)		0.26	0.44	0.60	0.78	0.45	0.62	0.93	1.26	1.44	1.95	2.04	2.53	2.30	3.05	3.83	4.54
Input Current @ 277V (A)		0.12	0.20	0.28	0.35	0.21	0.28	0.41	0.55	0.62	0.85	0.93	1.12	0.99	1.30	1.62	1.94
Input Current @ 347V (A)		0.10	0.17	0.23	0.29	0.17	0.23	0.33	0.45	0.52	0.70	0.74	0.90	0.78	1.05	1.32	1.60
Input Current @ 480V (A)		0.07	0.13	0.17	0.22	0.12	0.17	0.24	0.33	0.39	0.52	0.53	0.65	0.58	0.76	0.95	1.14
Distribution																	
Type II Roadway	4000K/5000K Lumens	4,505	7,362	9,495	11,300	7,605	9,896	15,811	19,745	24,718	30,648	34,067	39,689	41,611	52,596	61,921	67,899
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G4	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	147	139	132	121	141	134	141	131	144	131	139	131	152	144	135	125
	3000K Lumens ¹	4,103	6,705	8,647	10,291	6,926	9,012	14,399	17,982	22,511	27,912	31,025	36,145	37,896	47,900	56,392	61,837
Type II Roadway w/ HSS	4000K/5000K Lumens	3,727	6,091	7,855	9,349	6,006	7,815	12,487	15,594	19,521	24,204	26,094	31,334	32,874	41,553	48,919	53,642
	BUG Rating	B0-U0-G1	B0-U0-G2	B0-U0-G2	B1-U0-G2	B0-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G4	B1-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5	B2-U0-G5
	Lumens per Watt	121	115	109	100	111	106	111	103	113	103	107	103	120	114	107	99
	3000K Lumens ¹	3,394	5,547	7,154	8,514	5,470	7,117	11,372	14,201	17,778	22,043	24,502	28,545	29,939	37,843	44,552	48,853
Type II Urban	4000K/5000K Lumens	4,496	7,347	9,476	11,277	7,597	9,886	15,795	19,724	24,692	30,616	34,031	39,647	41,372	52,294	61,565	67,509
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G4	B4-U0-G4	B4-U0-G4	B4-U0-G4	B4-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	146	139	131	121	141	134	141	131	144	131	139	131	151	143	135	124
	3000K Lumens ¹	4,095	6,691	8,630	10,271	6,919	9,003	14,384	17,963	22,488	27,882	30,992	36,107	37,678	47,625	56,068	61,481
Type II Urban w/ HSS	4000K/5000K Lumens	3,253	5,316	6,856	8,160	5,297	6,893	11,013	13,753	17,217	21,347	23,728	27,644	28,951	36,594	43,082	47,241
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G1	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5
	Lumens per Watt	106	101	95	87	98	93	97	91	100	91	97	91	106	100	94	87
	3000K Lumens ¹	2,963	4,841	6,244	7,431	4,824	6,277	10,029	12,525	15,680	19,441	21,609	25,176	26,366	33,327	39,235	43,023
Type III	4000K/5000K Lumens	4,443	7,261	9,364	11,145	7,575	9,857	15,749	19,667	24,621	30,527	33,932	39,532	41,155	52,020	61,242	67,155
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B1-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	145	138	130	119	140	133	141	130	143	130	138	130	150	142	134	123
	3000K Lumens ¹	4,046	6,612	8,528	10,150	6,899	8,977	14,343	17,911	22,423	27,802	30,903	36,002	37,480	47,375	55,774	61,159
Type III w/ HSS	4000K/5000K Lumens	3,406	5,566	7,179	8,543	5,592	7,277	11,626	14,519	18,176	22,536	25,049	29,183	30,159	38,121	44,879	49,212
	BUG Rating	B0-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	111	105	100	91	104	98	103	96	106	96	102	96	110	104	98	90
	3000K Lumens ¹	3,102	5,069	6,538	7,781	5,093	6,627	10,588	13,222	16,553	20,524	22,813	26,578	27,466	34,717	40,872	44,818
Type IV Wide	4000K/5000K Lumens	4,348	7,106	9,164	10,906	7,484	9,738	15,560	19,431	24,325	30,161	33,525	39,057	41,207	52,086	61,320	67,240
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	142	135	127	117	139	132	139	129	141	129	137	129	151	142	134	124
	3000K Lumens ¹	3,960	6,471	8,346	9,932	6,816	8,869	14,170	17,696	22,153	27,468	30,531	35,570	37,528	47,435	55,845	61,236
Type IV Wide w/ HSS	4000K/5000K Lumens	3,318	5,422	6,993	8,323	5,420	7,053	11,268	14,072	17,617	24,843	24,279	28,286	30,005	37,926	44,650	48,961
	BUG Rating	B0-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G4	B2-U0-G4	B2-U0-G4	B2-U0-G5	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	108	103	97	89	100	95	100	93	102	106	99	93	110	104	98	90
	3000K Lumens ¹	3,022	4,938	6,369	7,580	4,936	6,423	10,262	12,816	16,044	19,892	22,111	25,760	27,326	34,540	40,664	44,589
Type V Square Wide	4000K/5000K Lumens	4,497	7,349	9,478	11,280	7,831	10,190	16,281	20,332	25,453	31,559	35,079	40,868	42,947	54,285	63,909	70,079
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B3-U0-G2	B4-U0-G3	B4-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	146	139	131	121	145	138	145	135	148	135	143	135	157	143	136	129
	3000K Lumens ¹	4,095	6,693	8,632	10,273	7,132	9,280	14,827	18,517	23,180	28,741	31,947	37,219	39,112	49,438	58,203	63,822

NOTES:

1. For 3000K or HSS BUG Ratings, refer to published IES files

Energy and Performance Data

House Side Shield Reference Table

Product Family		Prevail	Prevail		Prevail XL		Prevail Maxx
Light Engine		PA1	PA1	PA2	PA3	PA4	PA6
Rotated Optics	Standard	HSS-HP (Qty 1)	HSS-VP (Qty 1)	HSS-HP (Qty 2)	HSS-HP (Qty 3)	HSS-VP (Qty 4)	HSS-HP (qty 6)
	L90 or R90 option	HSS-VP (Qty 1)	HSS-HP (Qty 1)	HSS-VP (Qty 2)	HSS-VP (Qty 3)	HSS-HP (Qty 4)	HSS-VP (qty 6)

Sensor Color Reference Table (SPBx)

Housing Finish	Sensor Color
AP=Grey	Grey
BZ=Bronze	Bronze
BK=Black	Black
DP=Dark Platinum	Grey
GM=Graphite Metallic	Black
WH=White	White

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97

Lumen Maintenance

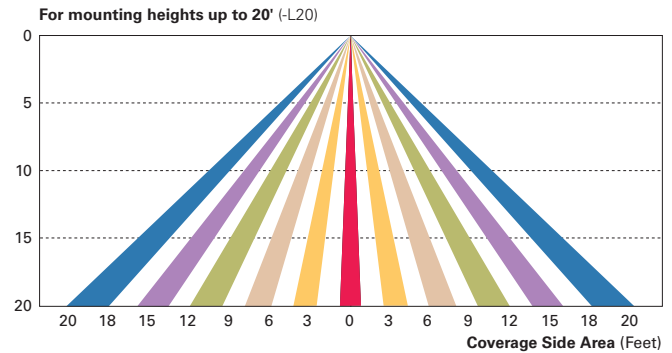
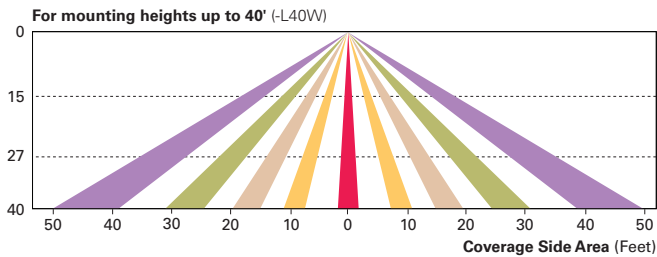
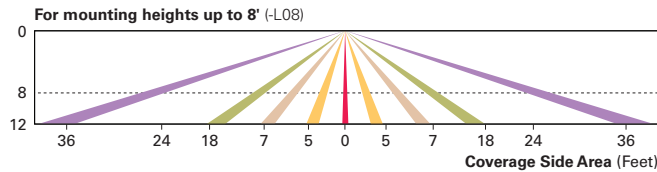
Ambient Temperature	TM-21 Lumen Maintenance (78,000 Hours)	Theoretical L70 (Hours)
Up to 50°C	96.76%	> 896,000

Control Options

0-10V This fixture provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

Photocontrol (PR and PR7) Photocontrol receptacles provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-PIN standards can be utilized with the PR7 receptacle.

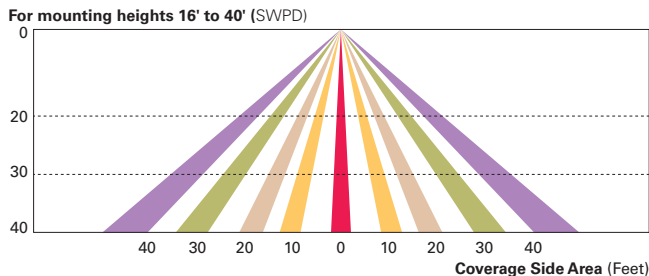
Dimming Occupancy Sensor (SPB, MS/DIM-LXX) These sensors are factory installed in the luminaire housing. When the SPB or MS/DIM sensor options are selected, the luminaire will dim down after five minutes of no activity detected. When activity is detected, the luminaire returns to full light output. These occupancy sensors include an integral photocell for "dusk-to-dawn" control or "daylight harvesting." Factory default is enabled for the MS sensors and disabled for the SPB. SPB motion sensors require the Sensor Configuration mobile application by Wattstopper to change factory default dimming level, time delay, sensitivity and other parameters. Available for iOS and Android devices. The SPB sensor is factory preset to dim down to approximately 10% power with a time delay of five minutes.



WaveLinx Wireless Control and Monitoring System Available in 7-PIN or 4-PIN configurations, the WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).

WaveLinx Outdoor Control Module (WOLC-7P-10A) A photocontrol that enables astronomical or time-based schedules to provide ON, OFF and dimming control of fixtures utilizing a 7-PIN receptacle. The out-of-box functionality is ON at dusk and OFF at dawn.

WaveLinx Wireless Sensor (SWPD4 and SWPD5) These outdoor sensors offer passive infrared (PIR) occupancy sensing and a photocell for closed-loop daylight sensing. These sensors can be factory installed or field-installed via simple, tool-less integration into luminaires equipped with the Zhaga Book 18 compliant 4-PIN receptacle (ZD or ZW). These sensors are factory preset to dim down to approximately 50 percent power after 15 minutes of no activity detected, and the photocell for "dusk-to-dawn" control is default enabled. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 7'-40'.

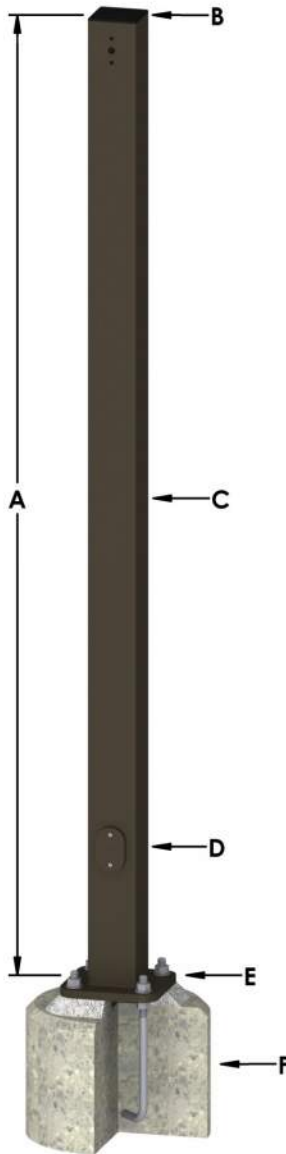


LumenSafe (LD) The LumenSafe integrated network camera is a streamlined, outdoor-ready camera that provides high definition video surveillance. This IP camera solution is optimally designed to integrate into virtually any video management system or security software platform of choice. No additional wiring is needed beyond providing line power to the luminaire. LumenSafe features factory-installed power and networking gear in a variety of networking options allowing security integrators to design the optimal solution for active surveillance.

PROJECT NAME

GENERATION DATE 8/9/2023

CATALOG NUMBER SSP15 - 4 - 11 - BRZ - DM10 - BC

**A — POLE SHAFT**

The pole shaft is single piece construction, being fabricated from a weldable grade carbon steel structural tubing and shall conform to ASTM A500 Grade C with a minimum yield strength of 50,000 psi. The pole shaft has a full-length longitudinal resistance weld and is uniformly square in cross-section with flat sides, small corner radii and excellent torsional properties.

HEIGHT	BASE OD	GAUGE	WEIGHT	EPA MAX LOAD 100 MPH AASHTO
15'	4"	11	105 lbs	16

B — MOUNTING DESIGNATION

Drilled for 1 Luminaire

**C — FINISH**

Standard - The standard finish is a polyester thermosetting powder coating applied to the surface of the substrate to a minimum of 3 mils for all color finishes.

FINISH TYPE

Standard

COLOR

Bronze

D — HAND HOLE

An oval reinforced gasketed handhole is located 1'-6" above base with a grounding provision located inside the ring.

WIDTH

3"

LENGTH

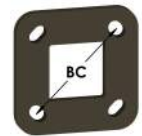
5"

**E — BASE PLATE**

The anchor base is fabricated from structural quality hot rolled carbon steel plate that meets or exceeds a minimum yield strength of 36,000 psi. All welds are performed in accordance with AWS D1.1, latest edition.

BOLT CIRCLE

8"

**F — ANCHOR BOLTS**

Anchor bolts are of commercial quality hot rolled carbon steel that meets or exceeds yield strength of 55,000 psi. Four properly sized anchor bolts come with all poles unless otherwise specified. Anchor bolts have the threaded end galvanized a minimum of 8 inches per ASTM A153.

WIDTH

.75"

LENGTH

17"

HOOK

3"

**OPTIONS**

Base Cover

COMMENTS

TERMS

Net 30 days from the date of Company's invoice unless otherwise specified. A 1-1/2% per month late charge will be added to accounts past due

PRICES

Published prices are subject to change without notice. Possession of price sheets in no way obligates Company to sell to the Purchaser possessing such price sheet. All orders are subject to final approval and acceptance by the Company. Once accepted and approved, orders will be billed at prices currently in effect at the time of invoicing, or at prices quoted by the Company and accepted by the Purchaser if the order involves an item or items covered by special quotation. THE MINIMUM INVOICE CHARGE SHALL BE \$50.00 NET

DELIVERY

All goods sold are deliverable F.O.B. KW Industries, Inc., Sugar Land, Texas 77478

FREIGHT

All of the Company's products are priced and sold F.O.B. KW Industries, Inc., Sugar Land, Texas 77478. Transportation charges will be prepaid by the Company and added to the net sales price unless specified by the Purchaser.

ROUTING

The Company will specify the method and routing of all products to ensure the most efficient and economical shipment in behalf of the Purchaser. The Purchaser will assume charges for special services such as cartage, air freight, express or multiple deliveries on one order.

CANCELLATION

The written consent of the Company shall be obtained prior to a cancellation of any order. Cancellation of an order may subject the Purchaser to a cancellation charge based upon expenses already incurred and commitments made by the Company.

RETURNED GOODS

Specific written request and arrangements must be made in advance for Purchaser to obtain credit or replacement on material returned. On material accepted for return, Purchaser must prepay return shipment and pay minimum restocking charge of 40% plus any charge necessary to rework goods to a resaleable condition. Custom fabricated products by special order are not subject to return.

DELAYS, DAMAGE OR LOSS

The Company is not and shall not be liable for delays in shipment or delivery of its products when caused by strikes, riots, hurricanes, civil disorder, fires, material shortage, breakdown in manufacturing facilities or any other cause beyond its reasonable control. Any claims for damages, loss or shortage in transit must be made by the Purchaser to the delivering carrier. The risk of loss passes to the Purchaser upon delivery to the carrier.

LIMITED WARRANTY

The Company warrants to Purchaser that its products will be free from defects in material and workmanship for a period of one year from the date of shipment by the Company (the "Warranty Period"). This Warranty specifically excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with the movement of air currents around the product. If during the Warranty period, the product proves defective in material or workmanship, the Company shall correct any defect, at its option, either by repairing any defective parts or by making available at the Company's plant a repaired or replacement part at no charge to the Purchaser, if the Purchaser promptly notifies the Company and furnishes proof of Purchase. The liability of the Company under this Warranty, or for any loss or damage arising out of, or connected with, the design, manufacturing, sale or use of its products, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the product or part which gives rise to the claim and upon expiration of the Warranty Period all such liability shall terminate. The Company shall not be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the product, cost of substitute products or labor charges to remove or reinstall the defective product, nor any product transportation expenses to and from the Company's plant if factory repair or replacement is necessary. No warranty is made with respect to parts or auxiliary equipment not manufactured by the Company. The foregoing Warranty is exclusive and in lieu of all other warranties whether written, oral, express or implied and shall constitute the sole and exclusive remedy of the Purchaser and liability of the Company. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. The Company's products are not sold as a "consumer product" under 15 U.S.C. 62301.

GENERAL

KW Industries, Inc. reserves the right to change any feature of its published specifications without notice to promote product improvement and/or allow for material availability. The contract for the sale of goods by KW shall be performable in Fort Bend County, Texas. Prices subject to change without notice.

EAGLE MOUNTAIN BUSINESS CAMPUS - PLAT "C"

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

JUNE 15, 2021
DATE

AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, EAGLE MOUNTAIN BUSINESS CAMPUS PLAT "A" AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED EAST 7770.65 FEET AND NORTH 1130.73 FEET FROM THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 9°09'44" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE RANCHES PARKWAY A DISTANCE OF 308.41 FEET; THENCE NORTH 78°14'03" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 73 A DISTANCE OF 449.54 FEET; THENCE SOUTH 31°09'32" EAST 123.83 FEET; THENCE THE FOLLOWING FIVE COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CAMPUS DRIVE: 1) ALONG THE ARC OF A 743.79 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 366.44 FEET THROUGH A CENTRAL ANGLE OF 28°13'39" (CHORD BEARS SOUTH 43°12'03" WEST 362.75 FEET), 2) ALONG THE ARC OF A 93.15 FOOT RADIUS CURVE TO THE RIGHT 113.79 FEET THROUGH A CENTRAL ANGLE OF 69°59'36" (CHORD BEARS SOUTH 64°05'02" WEST 106.85 FEET), 3) NORTH 80°55'11" WEST 49.33 FEET, 4) NORTH 9°04'49" EAST 10.00 FEET, AND 5) ALONG THE ARC OF A 288.56 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 63.72 FEET THROUGH A CENTRAL ANGLE OF 12°39'05" (CHORD BEARS NORTH 87°02'20" WEST 63.59 FEET) TO THE POINT OF BEGINNING.

CONTAINING 125,850 SQUARE FEET OR 2.889 ACRES, MORE OR LESS.

EAGLE MOUNTAIN CITY PLAT DEDICATION

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

OWNER(S)/REPRESENTATIVE:

PRINTED NAME/TITLE: TOM WESTMORELAND Mayor
SIGNATURE(S): [Signature] 6/23/21

EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

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

OWNER(S)/REPRESENTATIVE:

PRINTED NAME/TITLE: Stewart Grow, Jr. Dan Ford
SIGNATURE(S): [Signature] 6/23/21

ACKNOWLEDGMENT

On the 23rd day of June, 2021, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 11-5-2021

697204
COMMISSION NUMBER

[Signature]
NOTARY PUBLIC SIGNATURE

Dayna Pender
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT 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 7th DAY OF July, 2021.

APPROVED BY MAYOR: [Signature] APPROVED BY CITY ATTORNEY: [Signature]
APPROVED BY ENGINEER (SEE SEAL BELOW) ATTEST BY CITY RECORDER (SEE SEAL BELOW)

PLAT "C"

EAGLE MOUNTAIN BUSINESS CAMPUS

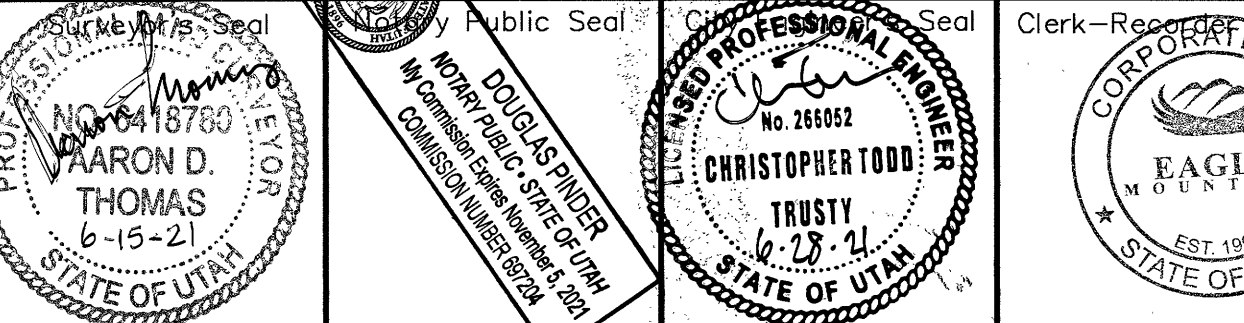
SUBDIVISION

INCLUDING A VACATION OF LOTS 1 & 5, EAGLE MOUNTAIN BUSINESS CAMPUS PLAT "A" LOCATED IN THE SOUTH HALF OF SEC 17, TOWNSHIP 5S, RANGE 1W, S.L.B.&M.

EAGLE MOUNTAIN CITY

UTAH COUNTY, UTAH

SCALE: 1" = 30 FEET



NOTE: CROSS EASEMENTS FOR PARKING AND ACCESS HEREBY GRANTED FOR ALL LOTS.

PARCEL A
EAGLE MOUNTAIN CITY
14,460 SF
0.332 AC
NOT A BUILDING LOT

LOT 2
52,912 SF
1.215 AC
3719 E

LOT 1
56,478 SF
1.342 AC
3677 E

PLAT "C" CALCULATIONS

TOTAL ACREAGE: 2.889 ACRES
BUILDABLE ACREAGE: 2.557 ACRES
TOTAL ACREAGE IN LOTS: 2.557 ACRES
RIGHT-OF-WAY AREA: 0.00 ACRES
TOTAL OPEN SPACE*: 0.332 ACRES
TOTAL IMPROVED OPEN SPACE: 0.332 ACRES
AVERAGE LOT SIZE: 55,694 SF/1.279 ACRES
LARGEST LOT SIZE: 58,478 SF/1.342 ACRES
SMALLEST LOT SIZE: 52,912 SF/1.215 ACRES
OVERALL DENSITY: 0.78 LOTS/ACRE
TOTAL # OF LOTS: 2 LOTS
*-PARCEL "A" AREA (OPEN SPACE) OWNED BY EAGLE MOUNTAIN CITY AND IS NOT INCLUDED IN LOT ACREAGE

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.17ariff.

[Signature] 6/17/21
DIRECT COMMUNICATIONS DATE

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(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, or
- (4) Any other provision of law

ROCKY MOUNTAIN POWER DATE: 6/17/21

DOMINION ENERGY

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

Approved this 17 day of June, 2021 Dominion Energy

By: [Signature]

Title: Pres. Com.

APPROVAL AS TO FORM

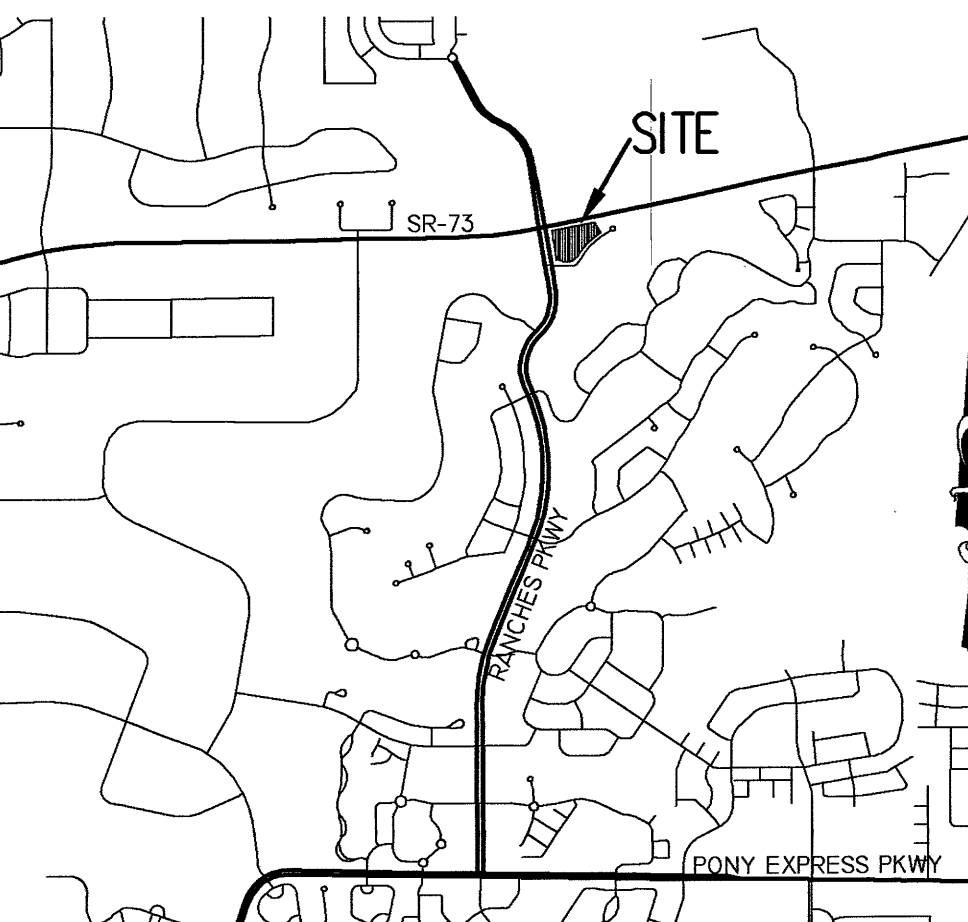
APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 20____

CITY ATTORNEY

SURVEYOR: AZTEC ENGINEERING INC.
732 N. 780 W.
AMERICAN FORK, UT. 84003
(801) 224-7308

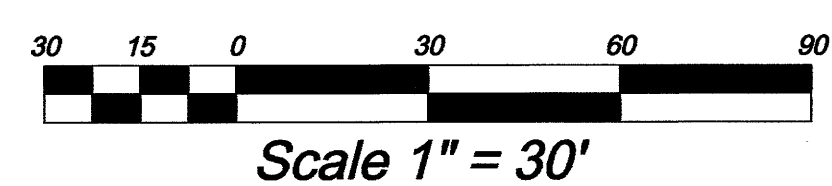
VICINITY MAP

SCALE: 1"=2000'



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	743.79	366.44	28°13'39"	362.75	S 43°12'3" W
C2	93.15	113.79	69°59'36"	106.85	S 64°5'2" W
C3	288.56	63.72	12°39'5"	63.59	N 87°2'20" W
C4	93.15	3.57	2°11'41"	3.57	S 30°11'4" W
C5	93.15	110.23	67°47'55"	103.91	S 65°10'52" W



Scale 1" = 30'



ENT 13502:2011 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Feb 14 12:43 pm FEE 0.00 BY SW
RECORDED FOR UDOT

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

Affecting Tax ID No. 38:302:0005

Easement

(CITY)
Utah County

Parcel No. 0073:1D:E
Project No. S-0073(20)33

Eagle Mountain City, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of _____ Dollars,

a perpetual easement, upon part of an entire tract of property, in Lot 5, Plat A, Eagle Mountain Business Campus Subdivision as recorded in the Utah County Recorder's Office Entry # 29227:2000, Map # 8503-98, situate in the NW1/4SE1/4 and the NE1/4SW1/4 of Section 17, T.5 S., R.1 W., S.L.B. & M., in Utah County, Utah, for the purpose of constructing thereon cut and/or fill slopes and appurtenant parts thereof to facilitate the widening of a highway, State Route 73 known as Project S-0073(20)33. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said part of an entire tract are described as follows:

Beginning at the northwest corner of said Lot 5 (Note: said point of beginning is 73.92 feet radially distant southerly from the control line of said State Route 73 of said project at approximate Engineer Station 125+94.69); and running thence N. 78°14'03" E. 449.54 feet along the southerly right of way line of State Route 73 and the northerly boundary line of said Lot 5 to the northeast corner of said Lot 5; thence S. 31°09'32" E. 28.48 feet along the easterly boundary line of said Lot 5; thence S. 78°16'04" W. 204.25 feet; thence S. 83°43'37" W. 147.35 feet; thence S. 78°16'04" W. 108.65 feet to the westerly boundary line of said Lot 5; thence N. 9°09'44" W. 12.59 feet along said westerly boundary line to the point of beginning. The above described part of an entire tract contains 9,604 square feet or 0.220 acre.

Page 2

Parcel No. 0073:1D:E
Project No. S-0073(20)33

(Note: Rotate above bearings 0°02'01" counter clockwise to equal highway bearings.)

It is agreed hereby, that the Owners, by consent of the Utah Department of Transportation, shall have the right to lessen but not to increase the vertical distance or grade of said cut and/or fill slopes, after said slopes are constructed on the above described lands at the expense of said Utah Department of Transportation, thereafter said Utah Department of Transportation is relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

IN WITNESS WHEREOF, said Eagle Mountain City has caused this instrument to be executed by its proper officers thereunto duly authorized, this 19 day of January, A.D. 2011.

STATE OF UTAH

)

Eagle Mountain City

) ss.

COUNTY OF

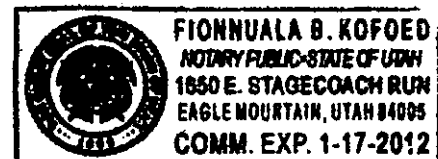
)

By [Signature]

On the date first above written personally appeared before me, Heather Jackson, who, being by me duly sworn, did say that he is the Mayor of Eagle Mountain City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the City Council held on the 18 day of January, A.D. 2011 and said Heather Jackson acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp
the date in this certificate first above written:

[Signature]
Notary Public





EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Parkway Fields (Ault Farms) Master Development Plan		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	Bronson Tatton representing Flagship Homes		
GENERAL PLAN DESIGNATION NR2 (relevant to the proposed rezone area)	CURRENT ZONE Four: FR, RC, R3, MF1	ACREAGE Project area 210 acres; proposed rezone area approximately 2 acres	COMMUNITY Parkway Fields (Ault Farms)

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Senior Planner

RECOMMENDATION:

Staff recommends the City Council approve the Parkway Fields (Ault Farms) Master Development Plan Amendment.

BACKGROUND:

Parkway Fields has been building out according to the Ault Farms Master Development Plan and associated Agreement adopted some years ago.

Given (in no particular order):

1. The Applicant's former request to develop a centralized townhouse preliminary plat (C) that borrowed from some other phases in Parkway; and,
2. The Council's corresponding request that townhouse units in Phase C be aggregated into two sub-phases coupled with the inboard subdivision rippling reaction to that phasing change; and,
3. A desire to adjust the project's phasing plan (see attached exhibit); and,
4. The need to rezone a small pair of strips in Phase C from RC to MF-1 to accommodate about 4 extra townhomes (to be offset by less RC lots in Phase G); and,

5. The proposal to provide a more detailed and differently arranged Plat G to replace the originally contemplated Plat E; and finally,

6. An 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 separated accesses to the "commercial" lot to the west thereof...

...a modification request to the original plat and development agreement were deemed warranted, have been submitted by the Applicant and are made the subject of this report. The proposed adjustments do not spurn an increase in density within the project. Parkway Fields F & G plats will soon be reviewed by the Planning Commission.

The Planning Commission, during their regularly scheduled public hearing of January 23, 2024, after hearing a Staff report and Applicant's presentation, voted to recommend approval of the Applicant's proposal in its entirety.

ITEMS FOR CONSIDERATION:

By way of reiteration of the report's background comments...proposed changes to consider:

1. The Applicant's former request to develop a centralized townhouse preliminary plat (C) that borrowed from some other phases in Parkway; and,

2. The Council's corresponding request that townhouse units in Phase C be aggregated into two sub-phases coupled with the inboard subdivision rippling reaction to that phasing change; and,

3. A desire to adjust the project's phasing plan (see attached exhibit); and,

4. The real need to rezone a small pair of strips in Phase C-2 from RC to MF-1 to accommodate about 4 extra townhomes (to be offset by less RC lots in Phase G). The original zoning map had a small section of RC zoning south of the townhomes trapped by the multi-units, street frontages and open space. The RC Zone in that location (and on the north) should have been MF-1 to begin with; also,

5. The proposal to provide a more detailed and differently arranged Plat G to replace the originally contemplated Plat E; and finally,

6. An 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 separated accesses to the "commercial" lot to the west thereof. This will cater to the needs of a prospective buyer for much of the commercial ground and is preferable to single-access (ingress/egress) arrangements in nearly every site design circumstance.

REQUIRED FINDINGS:

The approval criteria for Master Development Plans are stated in EMMC 16.10.070. The approval criteria for Master Development Agreements are in EMMC 16.10.080. Decisions to approve, conditionally approve, or otherwise MDPs and MDAs are legislative and subjective in nature.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission during their regularly scheduled public hearing of January 23, 2024, unanimously voted to recommend that the City Council approve the application package in all respects.

ATTACHMENTS:

[ORD--Amended Parkway Fields \(Ault Farms\) MDP](#)

[Parkway Fields Vicinity Map](#)

[Parkway Fields \(Ault Farms\) Original Zoning Map](#)

[Parkway Fields \(Ault Farms\) Proposed MDP/Zoning Map](#)

[Parkway Fields \(Ault Farms\) Original Phasing Plan](#)

[Parkway Fields \(Ault Farms\) MDA Updated Phasing Plan](#)

[Replacement Exhibit](#)

[Parkway Fields \(Ault Farms\) MDA Transportation Plan Replacement Exhibit](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE AMENDED PARKWAY FIELDS (AULT FARMS) MASTER
DEVELOPMENT PLAN.**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Amended Parkway Fields (Ault Farms) Master Development Plan, 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 Amended Parkway Fields (Ault Farms) Master Development Plan, as set forth in Exhibit A.
2. The Amended Parkway Fields (Ault Farms) Master Development Plan, is hereby approved, as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6th 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 on the 6th 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

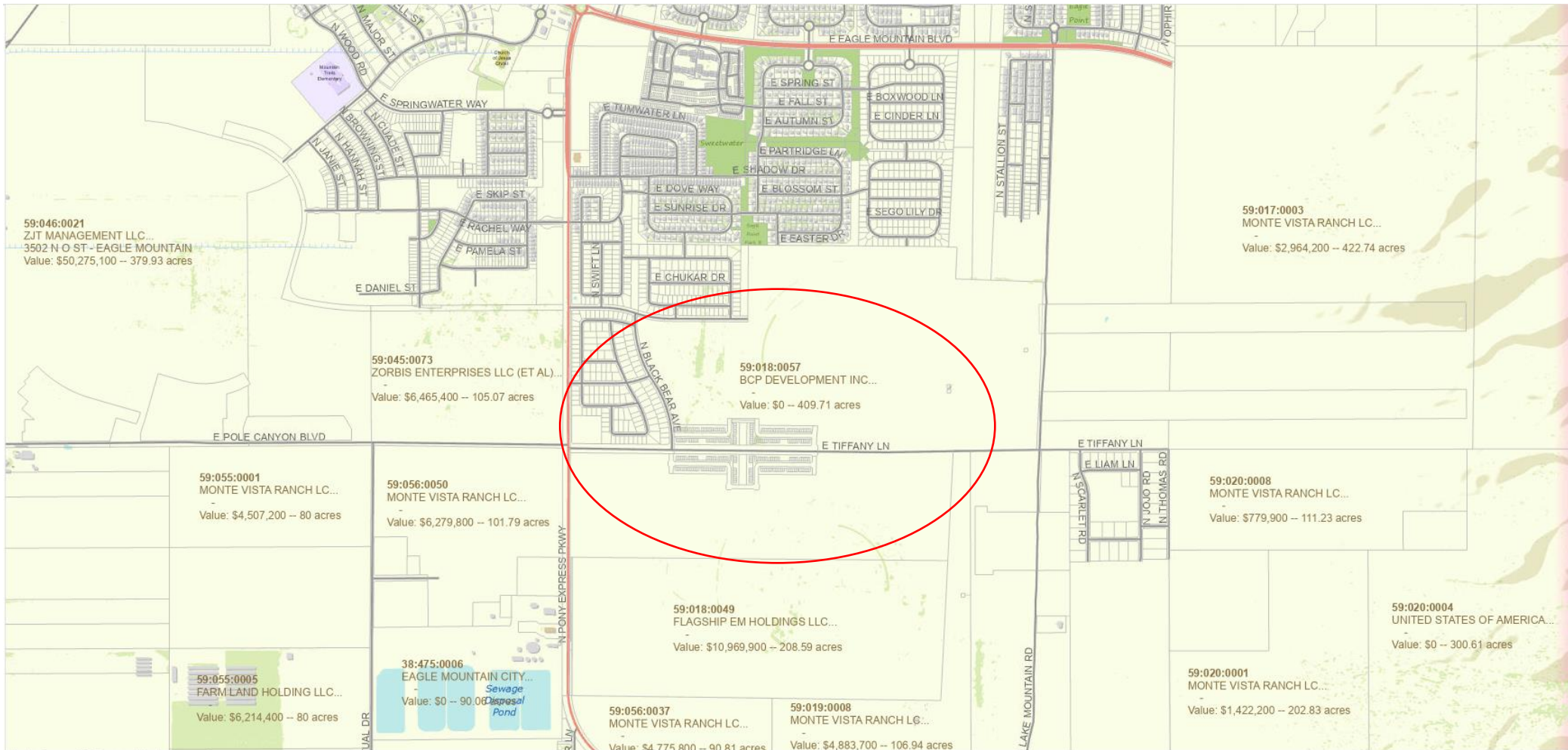
☐ Brett Wright

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

VICINITY MAP



Ault Farms (Parkway Fields) Original MDA Zoning Map

Zoning Map

Foothill Residential

FR

Neighborhood Residential 1

R1

R2

R3

Neighborhood Residential 2

RC

MF1 Townhomes

Other

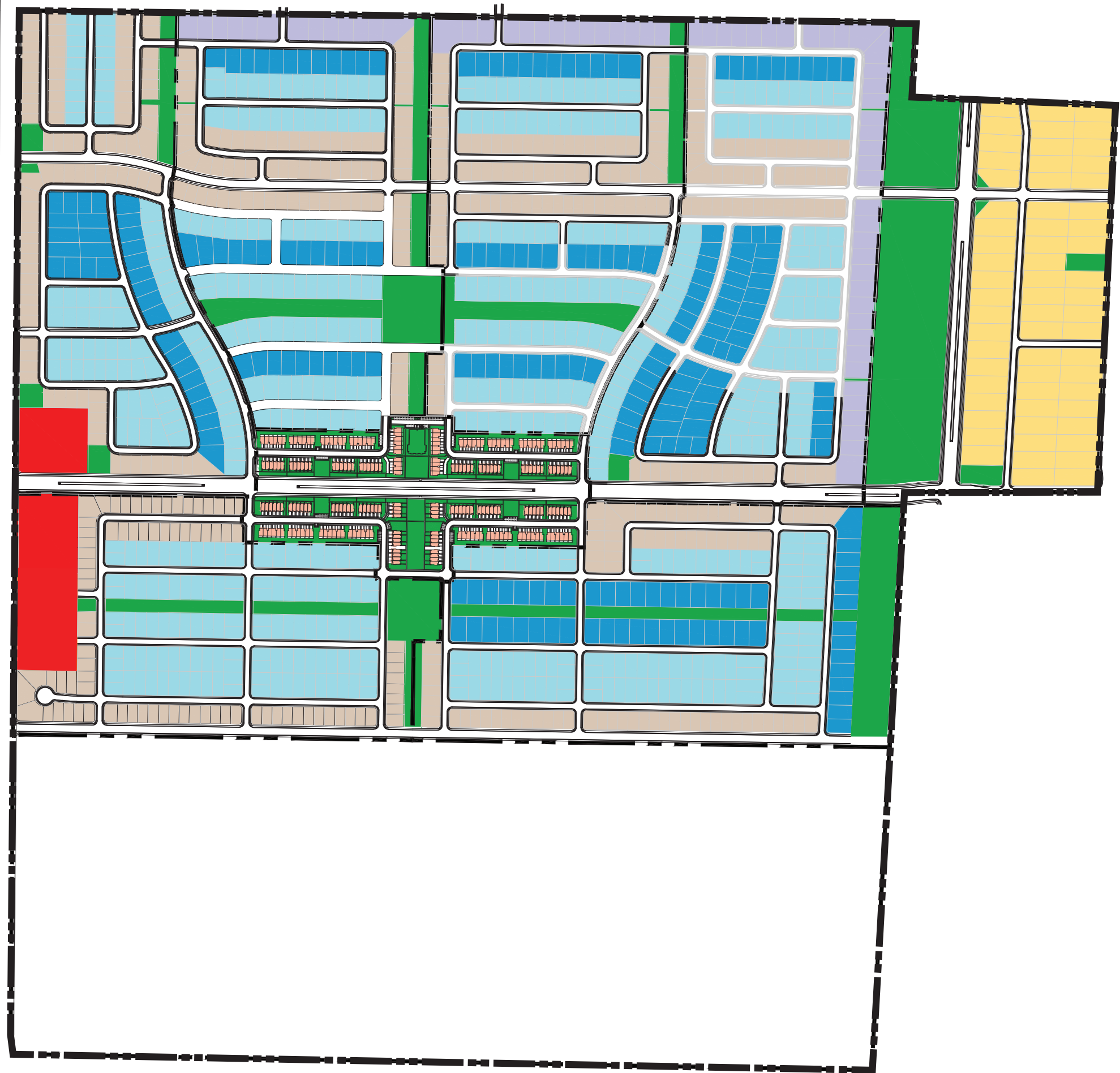
Commercial Neighborhood

Business Park - Light Industrial
Not requesting change

Open Space - Improved

Open Space - Natural

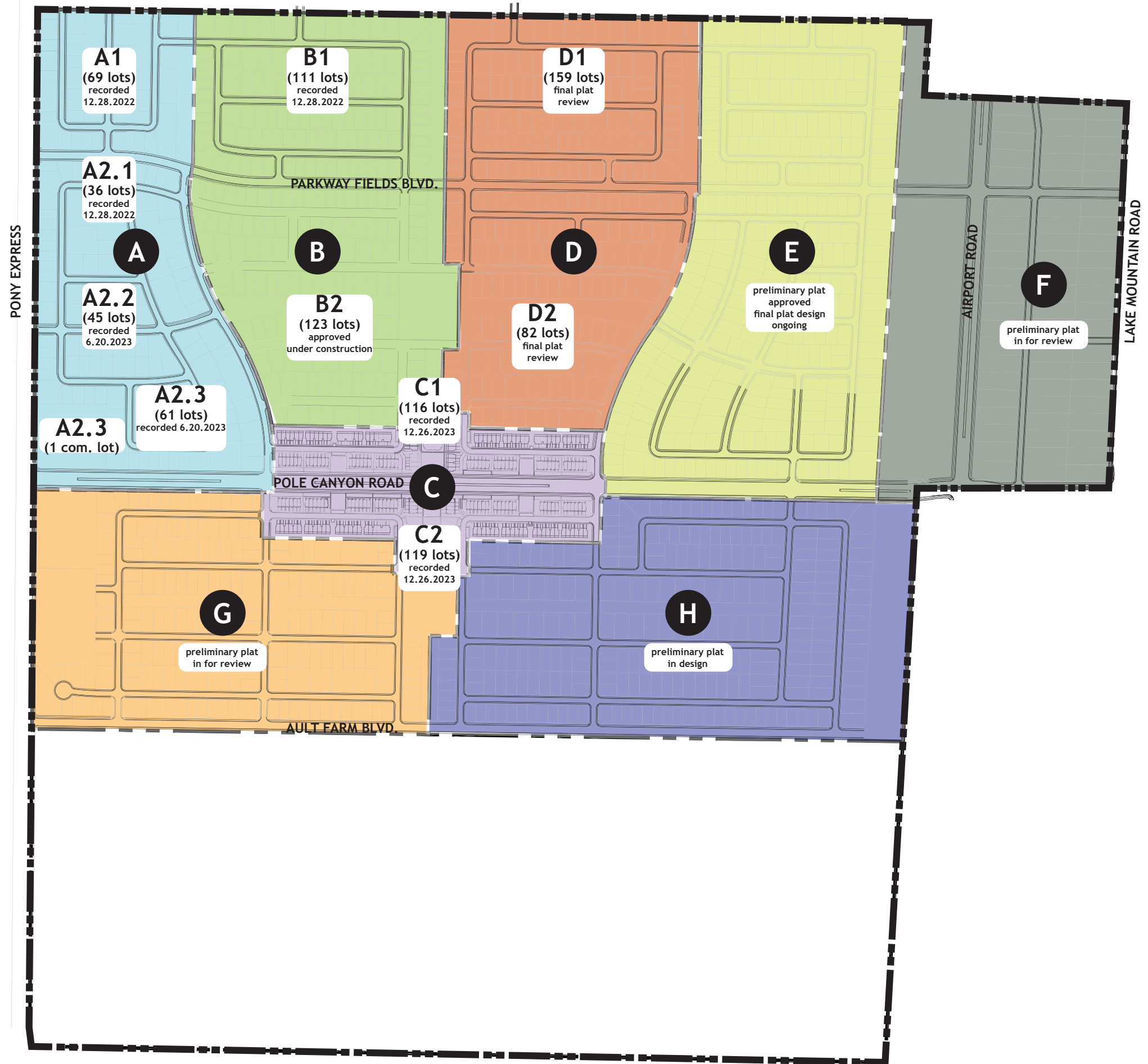


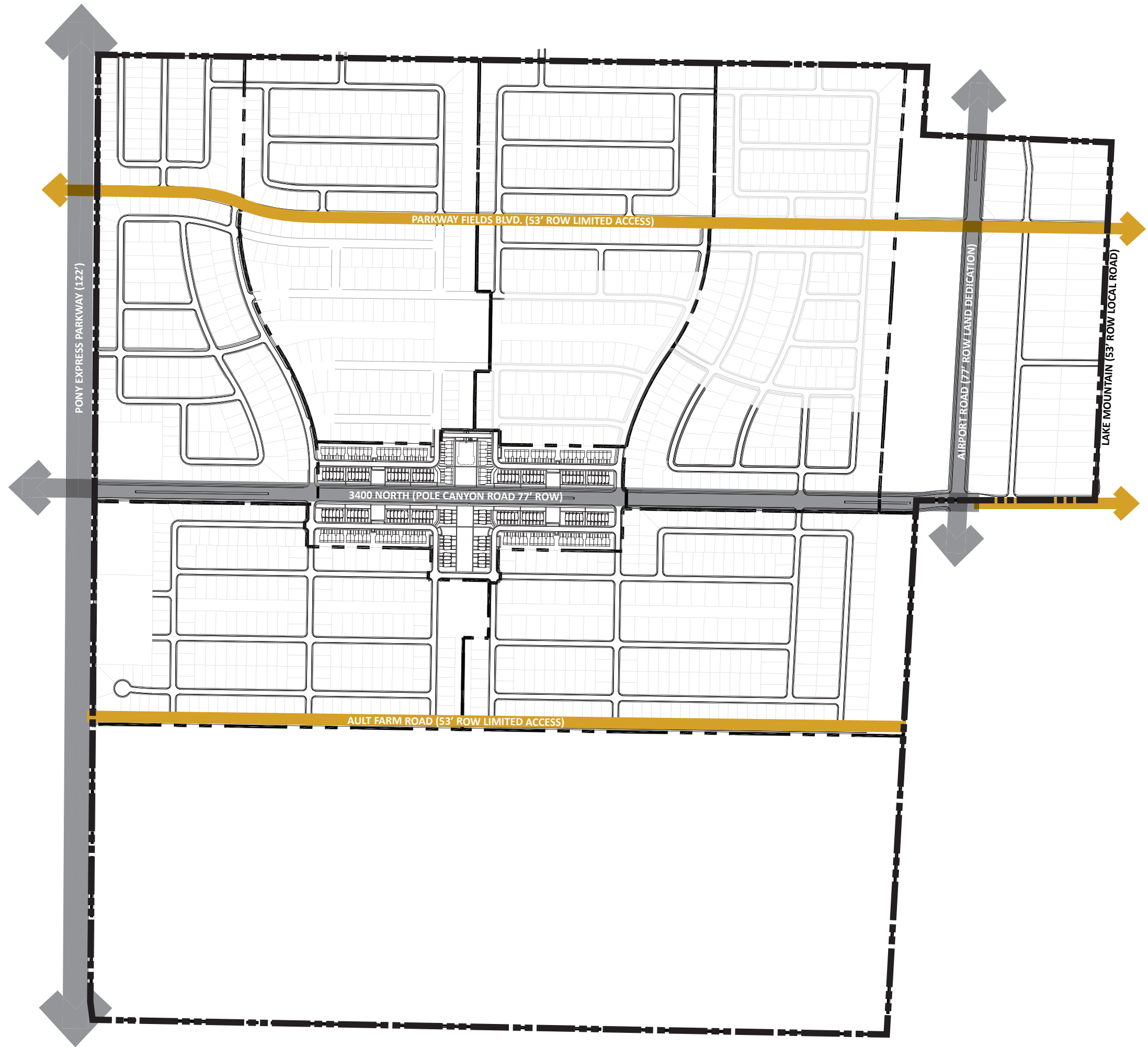


PHASING MAP

- 2022 - Phases A & B
- 2023 - Phases C
- 2024 - Phases D
- 2025 - Phases E, F
- 2026 - Phases G









EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Parkway Fields (Ault Farms) Master Development Agreement (MDA)		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	Bronson Tatton representing Flagship Homes		
GENERAL PLAN DESIGNATION NR2	CURRENT ZONE Four: FR, RC, R3, MF1	ACREAGE Project area 210 acres; proposed rezone area approximately 2 acres	COMMUNITY Parkway Fields (Ault Farms)

PUBLIC HEARING:

No

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Senior Planner

RECOMMENDATION:

Staff recommends the City Council approve the Parkway Fields (Ault Farms) Master Development Agreement (MDA) Amendment.

BACKGROUND:

See report for item 17.G.

ITEMS FOR CONSIDERATION:

See report for item 17.G.

REQUIRED FINDINGS:

See report for item 17.G.

PLANNING COMMISSION ACTION/RECOMMENDATION:

Favorable

ATTACHMENTS:

[ORD--Amended Parkway Fields \(Ault Farms\) MDA](#)

[Parkway Fields \(Ault Farms\) MDA New MDP/Zoning Map Exhibit](#)

[Parkway Fields \(Ault Farms\) MDA New Phasing Plan Exhibit](#)

[Parkway Fields \(Ault Farms\) MDA New Transportation Plan Exhibit](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE AMENDED PARKWAY FIELDS (AULT FARMS) MASTER
DEVELOPMENT AGREEMENT.**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Amended Parkway Fields (Ault Farms) Master Development Agreement, as set forth more specifically in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Amended Parkway Fields (Ault Farms) Master Development Agreement, as set forth in Exhibit A.
2. The Amended Parkway Fields (Ault Farms) Master Development Agreement, is hereby approved, as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6th 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 on the 6th 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

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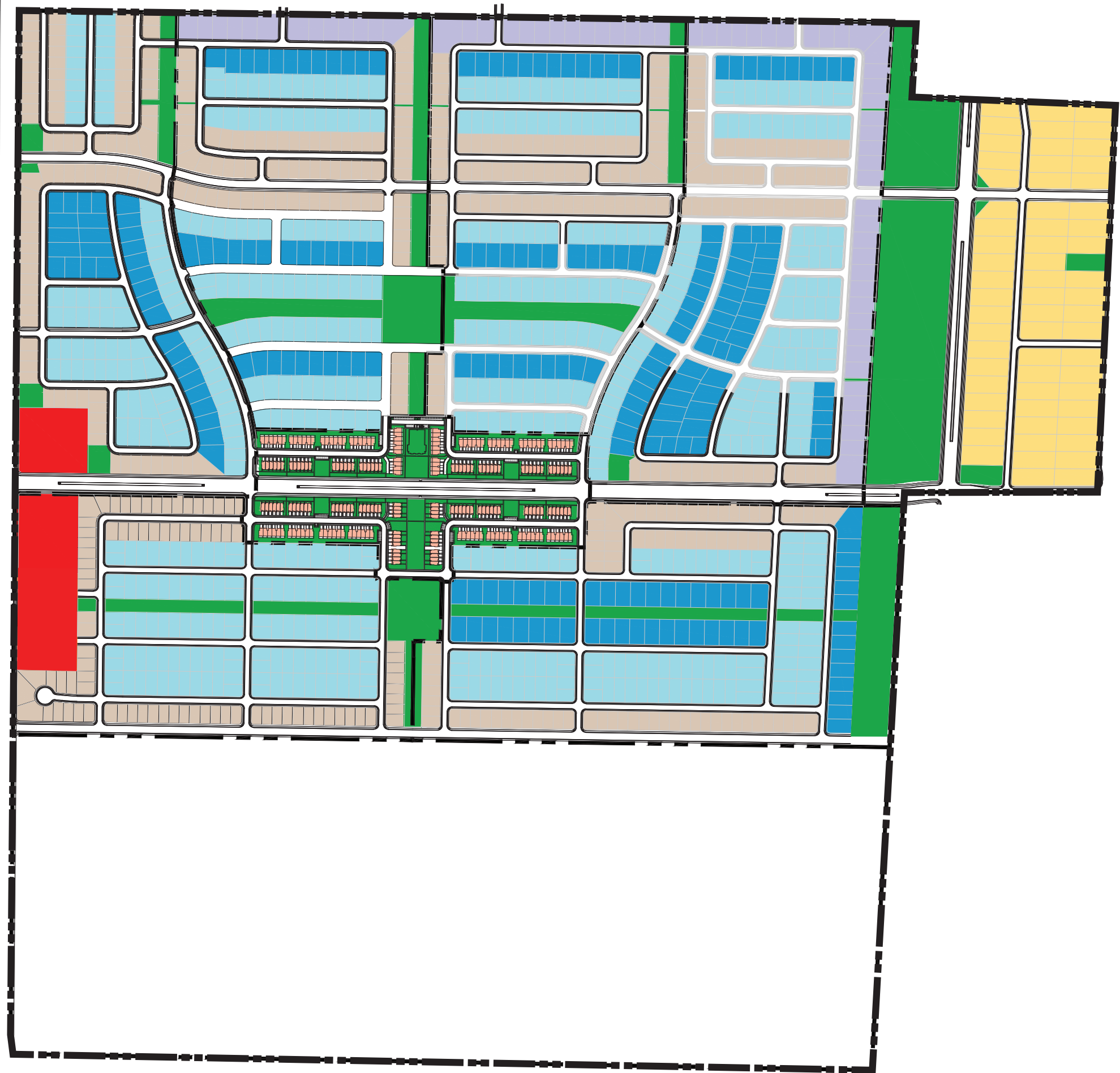
☐ Brett Wright

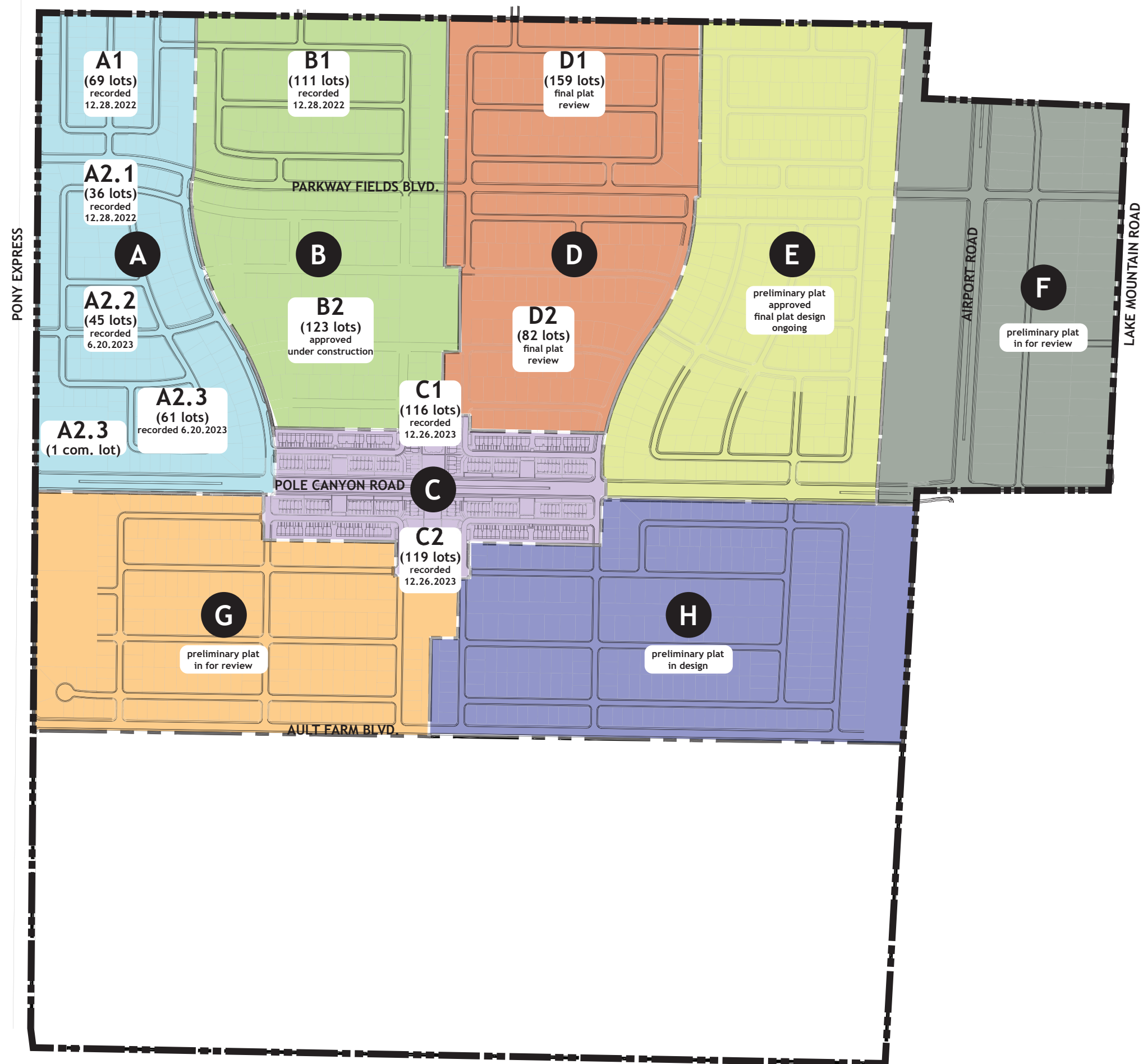
☐ Brett Wright

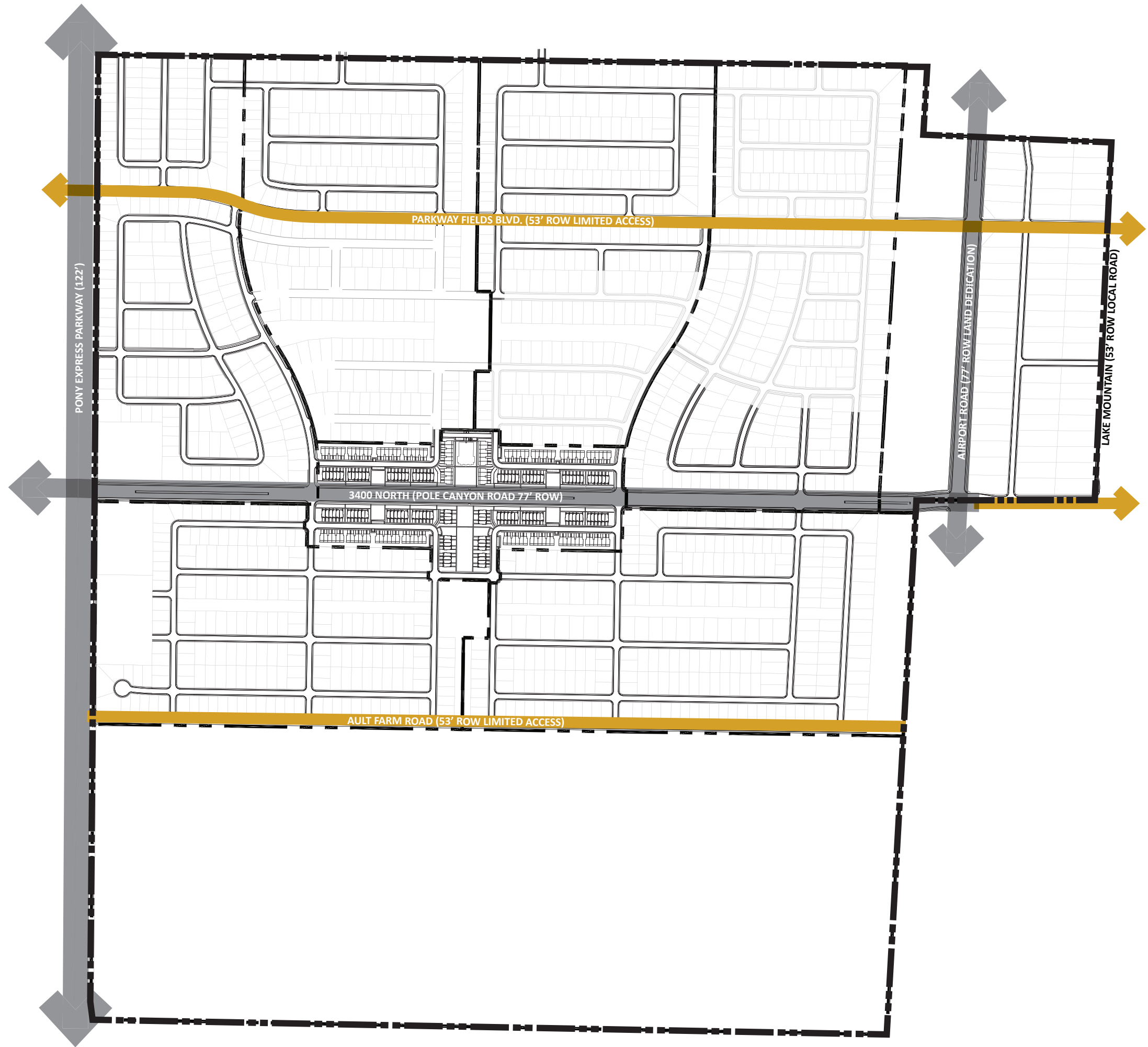
☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A









EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.25.040 Residential Development Standards		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain, Utah, Amending Eagle Mountain Municipal Code Section 17.25.040; Residential Development Standards.

BACKGROUND:

Staff is seeking to clarify ambiguity in the City 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.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

Planning Commission forwarded a positive recommendation.

ATTACHMENTS:

[ORD--EMMC 17.25.040 Residential Development Standards](#)

[EMMC 17.25.040 Amendment](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 17.25.040 RESIDENTIAL
DEVELOPMENT STANDARDS.**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 17.25.040 Residential Development Standards, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 17.25.040 Residential Development Standards.
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 on the 6th 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 the 6th day of February 2024.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

☐ Donna Burnham

☐ Donna Burnham

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☐ Melissa Clark

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☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

17.25.040 Residential development standards.

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

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Type of Housing	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached (small lot)	MF 2-6 units/building	MF ≤ 12 units/building
Maximum Gross Density										10 units/acre	20 units/acre
Minimum Residential Lot Sizes	5+ acres (217,800 sq ft)	2.5 acres (108,900 sq ft)	1 acre (43,560 sq ft)	1/2 acre (21,780 sq ft)	1/4 acre (10,890 sq ft)	1/4 acre (10,890 sq ft)	8,000 sq ft	6,500 sq ft	4,500 sq ft		
Minimum Average Lot Sizes ⁷				3/4 acre (32,670 sq ft)	1/2 Acre (21,780 sq ft)	1/3 Acre (14,520 sq ft)	1/4 Acre (10,890 sq ft)	8,500 sq ft	6,000 sq ft		
Required Improved Open Space (in compliance with EMMC 16.35.105)				500 sq ft per lot	750 sq ft per lot	750 sq ft per lot	900 sq ft per lot	1,000 sq ft per lot	1,000 sq ft per lot	1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd	1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd
Primary Structure Maximum Height ¹	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'
Accessory Structure Maximum Height ¹	35'	35'	35'	25'	20'	20'	20'	20'	20'	20'	20'
Ancillary Structure Maximum Height ⁶	10' above primary structure										
Minimum Lot Frontage ²	150'	150'	125'	100'	90'	85'	80'	62'	58'		
Minimum Lot Frontage (cul-de-sac or circle)	100'	100'	75'	60'	50'	45'	40'	20'	20'		
Minimum Dwelling Size (excluding garage)	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	800 sq ft	800 sq ft	800 sq ft	650 sq ft	650 sq ft
Minimum Setbacks for Primary Structures ³											
Front	35'	35'	30'	25'	25'	25'	25'	15'	15'	15'	15'
Front Garage	45'	45'	40'	30'	25'	25'	25'	22'	22'	22' ⁵	22' ⁵
Rear	35'	35'	35'	35'	35'	25'	20'	20'	20'	30' between buildings	
Side	20'	20'	15'	10'	10'	10'	8'	8'	8'	15' between buildings	20' between buildings

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
Zone Designation	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Garage Side	20'	20'	15'	15'	10'	10'	10'	10'	10'	15' between buildings	20' between buildings
Street Side	25'	25'	25'	25'	15'	15'	15'	15'	15'	15'	15'
Maximum Footprint Coverage of Accessory Structure(s) ⁴					10%						
Minimum Setbacks for Accessory Structures ³											
Front	Same as principal structure										
Rear	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Side	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'
Street Side	Same as principal structure										
Distance from a Residential Dwelling	Structures housing animals: 50' from neighboring residences; 6' for all other structures					6'	6'	6'	6'	6'	6'
Site Plan Approval Required (See Chapter 17.100 EMMC)										Yes	Yes

¹ Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC 17.25.030, the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

² Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

³ Setbacks shall only apply to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC 17.25.060.

⁴ Maximum footprint coverage is the total coverage on the lot of all accessory structures.

⁵ Driveway length exceptions for multifamily developments may be requested and considered at the discretion of the approval authority with a preliminary plat or site plan.

⁶ Ancillary structures include chimneys, television antennas, or other structures that are generally located on the roof of a residential building.

⁷ For approval of a preliminary plat or amended preliminary plat, the minimum average lot size is calculated across an entire preliminary plat or large neighborhood, and is verified by the approval authority of a preliminary plat. If a preliminary plat exceeds 80 acres, the average lot size may be required in smaller neighborhoods/plats. Each original final plat does not have to comply with the average lot size, but shall include some variation of lot sizes in the plat. Outlier lots that are substantially larger than the others will not be counted in the average lot size calculation. Amended final plats shall comply with the average lot size requirements of this section. For amended final plats, the minimum average lot size is calculated using only the portion of the plat that the amendment changes.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 15 Buildings and Construction Standards and Specifications		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	N/A		
APPLICANT:	Eagle Mountain City -- Chris Trusty representing		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:

Yes

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 15, Construction Standards.

BACKGROUND:

Periodically city 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 (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/severity.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501. Ordinance enactment is a legislative process and left to the discretion of the City Council.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission reviewed and recommended approval of the code amendments to sewer system standards.

ATTACHMENTS:

[ORD--EMMC 15 Construction Standards](#)

[EM Construction Standards 2023 PC Comments](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN MUNICIPAL CODE TITLE 15 CONSTRUCTION STANDARDS.**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Title 15 Construction Standards, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Title 15 Construction Standards.
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 on the 6th 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 the 6th 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

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Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Chapter 15.10 IMPROVEMENT AND DESIGN STANDARDS

Sections:

- 15.10.010** Utility connection.
- 15.10.020** Utility extension.
- 15.10.030** Water supply.
- 15.10.040** Flush hydrants.
- 15.10.050** Sewers and sewage facilities.
- 15.10.060** Water and sewer laterals.
- 15.10.070** Storm drainage.
- 15.10.080** Pressurized irrigation system.
- 15.10.090** Streets.
- 15.10.100** Street widths, intersecting driveways, maximum street grades.
- 15.10.110** Intersection grades.
- 15.10.120** Vertical curves.
- 15.10.130** Cul-de-sacs.
- 15.10.140** Temporary turnarounds.
- 15.10.150** Offsetting intersections.
- 15.10.160** Clear vision area.
- 15.10.170** Curbs, gutters and sidewalks.
- 15.10.180** Parking lots and driveways.
- 15.10.190** Ground water.
- 15.10.200** Underground utilities.
- 15.10.205** Abandoning Underground utilities.
- 15.10.210** Licensed contractor.
- 15.10.220** Time limitation for completion.
- 15.10.230** Building permits.
- 15.10.240** Security for improvements required.
- 15.10.250** Standards for construction drawings.
- 15.10.260** Landscape improvement standards.
- 15.10.270** Half-street width.
- 15.10.280** Traffic control.
- 15.10.290** Construction safety.
- 15.10.300** Excavation permit.
- 15.10.310** Survey.

15.10.320 Construction entrance.

15.10.330 Site cleanup.

15.10.340 Noncompliance.

15.10.350 Hours of work.

15.10.360 Defensible space.

15.10.370 Reimbursement agreements.

15.10.380 Improvements warranty.

15.10.390 Street Lighting.

15.10.010 Utility connection.

It shall be the responsibility of the developer to connect to any utilities or improvements wherever they are located and extend those improvements to and through the development as shown on the approved construction drawings. [Ord. O-03-2010 § 1 (Exh. A § 2.010)].

15.10.020 Utility extension.

It may be the responsibility of the developer to extend all utilities or improvements to the end of their property for future connection of adjacent property. Reimbursements may be made for these extensions based on the excess capacity, provided these expenses meet the requirements as set forth by the city or as stated in the master development agreement. The excess capacity, if any, formula and terms for any reimbursement agreement will be identified prior to the beginning of construction. Utilities that connect onto Eagle Mountain public utilities will maintain Eagle Mountain City standards for material, workmanship, and trench back fill/pipe bedding. [Ord. O-03-2010 § 1 (Exh. A § 2.011)].

15.10.030 Water supply.

The developer shall connect the subdivision with the city water system with all appurtenances and shall make such water available to each lot within the subdivided area. Adequacy of supply and sizes of water mains shall be established by the city engineer or his/her designee. The minimum water line size shall be eight inches in diameter.

Workmanship and details of construction shall be in accordance with the APWA Standard Specifications as amended by the city. All work in connection with water services shall be done as directed and under the supervision of the city engineer or his/her designee.

The design of all subdivisions shall be such that a minimum water pressure of 50 psi and a maximum of 115 psi will be maintained at street level. [Ord. O-03-2010 § 1 (Exh. A § 2.020)].

15.10.040 Flush hydrants.

Flush hydrants, blow-offs, or some other adequate mechanism shall be installed at the end of all water lines to adequately flush all water lines. [Ord. O-03-2010 § 1 (Exh. A § 2.021)].

15.10.050 Sewers and sewage facilities.

The developer shall provide each lot with a sanitary sewer system in accordance with the ordinances of the city and pursuant to the APWA Standard Specifications as amended by the city. All work shall be completed by the developer as directed and under the supervision of the city engineer or his/her designee. **The minimum sewer pipe size shall be 8 inches in diameter.** [Ord. O-03-2010 § 1 (Exh. A § 2.030)].

15.10.060 Water and sewer laterals.

All sewer services and water services need to be marked with a two-inch by four-inch stake at the end of each service a minimum of 36 inches above grade and a two-inch “S” for sewer or two-inch “W” for water needs to be stamped in the top of the curb at the service locations. Curb markings may also be made on a brass cap hammered into the curb. Water and sewer lateral must extend a minimum of 15 feet behind the property line. **The minimum sewer lateral pipe size shall be 4 inches in diameter. The minimum water lateral size shall be ¾ inch in diameter.** [Ord. O-03-2010 § 1 (Exh. A § 2.031)].

15.10.070 Storm drainage.

The developer shall provide on-site facilities for a 100-year storm event and piping and appurtenances to convey the highest intensity 10-year storm to the on-site retention facilities. Additional piping and appurtenances shall be required to convey the 10-year historical discharge from the on-site retention facility to the city’s existing storm water facility. The minimum storm drain pipe size shall be 15 inches **in diameter.**

All improvements shall be constructed in accordance with city ordinances and pursuant to the APWA Standard Specifications as amended by the city and/or other codes adopted by the city. All said work shall be done as directed and under the supervision of the city engineer or his/her designee. [Ord. O-03-2010 § 1 (Exh. A § 2.040)].

15.10.080 Pressurized irrigation system.

The developer may be required to connect the subdivision to the city secondary pressurized irrigation system, as designated by the city’s master secondary irrigation plan, as outlined in the development agreement, if such facilities are expected to be available for use within three years of the installation of such improvements. The use of treated re-use water may allow a credit of banked water rights consistent with the amount of culinary water which should have been used for irrigation to be offset with secondary irrigation.

The minimum pressurized irrigation size shall be ~~four~~ **six** inches in diameter. The adequacy of supply lines and sizes of mains shall be established by the city engineer or his/her designee. Workmanship and construction shall comply with the Eagle

Mountain City Construction Standards and Specifications. Installation shall conform to Chapter **15.40** EMMC.

Pressurized irrigation systems to be installed in existing city roads and rights-of-way shall conform to all relevant chapters of this title. [Ord. O-03-2010 § 1 (Exh. A § 2.050)].

15.10.090 Streets.

The developer shall construct all streets required by the subdivision as specified by the city council in accordance with the APWA Standard Specifications as amended by the city. All streets shall be constructed pursuant to standards recommended by the city engineer or his/her designee based on soil conditions and required structural engineered materials to be used in the construction of the road.

The developer shall be responsible to construct all streets required in the final plat and as a condition of the final plat approval to the standard required by the city engineer or his/her designee. The developer shall be required to provide an engineered design for the street subgrade construction. [Ord. O-03-2010 § 1 (Exh. A § 2.060)].

15.10.100 Street widths, intersecting driveways, maximum street grades.

Street widths, intersecting driveways and maximum street grades shall conform to EMMC Titles **16** and **17**. [Ord. O-03-2010 § 1 (Exh. A § 2.070)].

15.10.110 Intersection grades.

The maximum grade at intersections shall not exceed four percent for 100 feet measured from the edge of asphalt on the intersecting street.

The grade may be increased to a maximum of six percent on a collector road if there is no signalization or traffic control. In addition, detailed designs are required for the intersection design along with storm drain inlet boxes at each of the intersecting curb returns. [Ord. O-03-2010 § 1 (Exh. A § 2.080)].

15.10.120 Vertical curves.

Vertical curves shall be designed to meet the maximum sight distance and stopping sight distances required by AASHTO. [Ord. O-03-2010 § 1 (Exh. A § 2.081)].

15.10.130 Cul-de-sacs.

The maximum length of a cul-de-sac is 500 feet measured from the nearest right-of-way line of the adjoining street to the center of the cul-de-sac, and the minimum radius as defined by EMMC Titles 16 and 17 and the International Fire Code, unless otherwise approved by the city engineer and the fire chief. No reversed grade cul-de-sacs shall be allowed unless adequate storm and sewer facilities are designed and approved by the city engineer or his/her designee. Cul-de-sacs shall have a maximum of 15 lots unless stated otherwise in EMMC Titles 16 and 17. [Ord. O-03-2010 § 1 (Exh. A § 2.090)].

15.10.140 Temporary turnarounds.

Temporary turnarounds are to be provided on all streets which are more than one lot from intersections unless approved otherwise by the ~~Eagle Mountain~~ Unified fire chief or his/her designee. These are to be recorded on the plat as easements; 60-foot diameter, four-inch-thick compacted road base and two inches of asphalt. If it is not anticipated that the temporary turnaround will be in place longer than a year, the developer may, at their discretion, forego installation of the asphalt in favor of bonding these improvements. If the temporary turnaround is still required at the end of the warranty period, and if asphalt has not been installed, the asphalt will be installed by the developer at his/her expense, or the city will make a claim against the bond. All temporary turnarounds must be approved by the ~~Eagle Mountain City~~ Unified fire chief or his/her designee. [Ord. O-03-2010 § 1 (Exh. A § 2.100)].

15.10.150 Offsetting intersections.

All intersections shall be at right angles, or within 10 degrees, extending a minimum of 150 feet along the centerlines from the center of the intersection to the point of tangency. Offset intersections will have a minimum offset of 100 feet between centerlines. [Ord. O-03-2010 § 1 (Exh. A § 2.120)].

15.10.160 Clear vision area.

A. The clear vision area is that triangular area of a corner lot or parcel formed by the street property lines and the line connecting them at points 30 feet from the intersecting right-of-way lines of the two streets. Fencing and planting is restricted within this area as follows:

1. No fence shall exceed a height of three feet.
2. Shrubs shall be pruned to a height not to exceed three feet.
3. Trees shall be pruned to maintain a clear area below eight feet.

B. A second clear vision area with 20-foot sides is also required where the rear of a corner lot adjoins an interior lot. The same restrictions for landscaping and fencing apply in this area unless the interior lot is already developed and has no existing driveway within 10 feet of the property line adjoining the corner lot. [Ord. O-03-2010 § 1 (Exh. A § 2.130)].

15.10.170 Curbs, gutters and sidewalks.

When required on Table 16.35.130(b), Right-of-Way Classifications, all curbs, gutters and sidewalks shall be built on all existing and proposed streets required by the subdivision in accordance with the APWA Standard Specifications as amended by the city. All curbs, gutters and sidewalks shall connect to existing curbs, gutters and sidewalks within a reasonable area as determined by the city engineer or his/her designee. [Ord. O-03-2010 § 1 (Exh. A § 2.140)].

15.10.180 Parking lots and driveways.

Parking shall meet the size and configuration requirements as shown in the standard drawings. Parking lots and drives shall be designed to meet appropriate engineering standards, including drainage and load capacity. All drive and parking lot drainage, asphalt, and base designs shall be reviewed by the city engineer or his/her designee prior to approval. Any trenches for installation of public utilities shall be backfilled and compacted using engineered fill (A1,A2) and be tested in accordance with Eagle Mountain City standards [Ord. O-03-2010 § 1 (Exh. A § 2.150)].

15.10.190 Ground water.

Potential ground water or subsurface drainage problems may have additional requirements; further requirements will be reviewed and approved by the city engineer or his/her designee. Pumping of ground water across sidewalks or into the gutters or the sewer system will not be allowed. [Ord. O-03-2010 § 1 (Exh. A § 2.160)].

15.10.200 Underground utilities.

Utilities, including electrical and gas lines, shall be underground, except when the city feels that such underground lines are not in the best interest of the city. [Ord. O-03-2010 § 1 (Exh. A § 2.170)].

15.10.205 Abandoning Underground utilities.

All disconnection and abandonment of existing utilities must be done at the mainline, per the city engineer or his/her designee. All existing utilities (stubs into job sites) must be used or abandoned.

15.10.210 Licensed contractor.

All work performed in accordance with this title shall be performed by a contractor licensed to perform such work by the state of Utah. [Ord. O-03-2010 § 1 (Exh. A § 2.180)].

15.10.220 Time limitation for completion.

All improvements within subdivisions listed herein must be completed within one year of the date of recording of the final plat, except for required corrections to defective work as found in the final walkthrough and itemized in a punch list generated by Eagle Mountain City, which shall be completed at the end of the warranty period after asphalt installation. Improvements that are not completed within the

time limitation imposed herein may be required to work a forfeiture of any bond or surety that shall have been posted by the owner or developer, or may be allowed to post an additional bond for an additional amount reflective of increased construction costs. At no time will an unimproved recorded plat be allowed to constitute a risk or hazard to the public.

Approved construction drawings will only be valid for three years from the date of approval. After three years from the time of approval, drawings must be resubmitted prior to construction for a staff review to ensure adequate construction standards are reflected in said plans. [Ord. O-03-2010 § 1 (Exh. A § 2.190)].

15.10.230 Building permits.

See EMMC [16.60.050](#) for the building permit approval process. [Ord. O-04-2015 § 2 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 2.200)].

15.10.240 Security for improvements required.

In order to insure the proper installation of the improvements required by this chapter and in order to insure prompt payment of all persons supplying labor or materials to the subdividers or their contractors or subcontractors installing said improvements, the owners of property or the principal subdividers shall, prior to subdivision recordation or issuance of a building permit, deposit with the city, or a depository acceptable to the city, a cash escrow bond, or an improvement surety bond, furnished by a surety authorized to do business in the state of Utah and operating in good standing, conditioned on the requirements that installation of all required improvements are constructed within the required time and in accordance with the plans, specifications, time limitations and conditions relating thereto as approved by the city engineer or his/her designee.

The bond or cash escrow shall be established in a form acceptable to counsel for the city and shall be in an amount to be determined by the city engineer or his/her designee, and shall be filed in the office of the city recorder and shall amount to 110 percent of the estimated cost of improvements. The developer shall sign a development agreement agreeing to install and warrant the improvements required for approval of the subdivision or other project. [Ord. O-03-2010 § 1 (Exh. A § 2.210)].

15.10.250 Standards for construction drawings.

The following instructions are for the purpose of standardizing the preparation of drawings to obtain uniformity in appearance, clarity, size and style.

Following approval of the city council, ~~five~~ **four** copies of the construction plans shall be submitted with three copies to be retained by the city engineer or his/her designee and ~~two copies~~ **one copy** returned to the subdivider with the approval mark and signature of the city engineer or his/her designee. One approved copy shall be kept available at the construction site.

These plans and designs shall meet the standards defined in the specifications and drawings of the city described herein. The minimum information required on drawings for improvements are as follows:

All drawings and/or prints shall be clear and legible and conform to good engineering and drafting room practice. Size of drawings shall be 24-inch by 36-inch (trim line) with minimum borders of one-half inch on top, bottom and right sides, left side one and one-half inch.

A. Include the following with the construction drawings:

1. A copy of the proposed final plat.
2. A plan view of the entire project.
3. Plan and profiles of all curbs, gutters, storm drains, **water, pressurized** irrigation and sewer systems.
4. Detail drawings only for items not found in the APWA manual. Detail drawings shall be to scale and completely dimensioned and described. All structures shall be designed in accordance with minimum requirements established by this title or the APWA manual.
5. Complete plans for all off-site work to be done in conjunction with the project.
6. A SWPPP page with maps showing:
 - a. Storm drain system.
 - b. Topographical lines and flow arrows.
 - c. UPDES permit number with contact information.
 - d. Locations of BMP's and good housekeeping measures.
 - e. **Permanent BMPs and High Priority Sites**

B. Include the following on each drawing sheet:

1. North arrow.

2. Scale. Use a standard engineering scale between one inch equals 10 feet and 60 feet. Use a scale of one inch equals 100 feet on the plan view of the entire project if necessary to fit the project on one sheet.

3. Title block along right side of sheet with title of drawing in lower right corner. Include in title block:

- a. Name of subdivision and plat and lot number.
- b. Name of city.
- c. Specific type of drawing (construction drawings, plan view, plan and profiles, off-site construction, detail drawings).
- d. Space provided for approval signature of city engineer or his/her designee and date.
- e. Name of engineer, surveyor or firm preparing drawings.
- f. Drawing number of total number of drawings.

4. Also include the following with profile drawings:

- a. Vertical scale of one inch equals one, two, three or four feet.
- b. Reference to the vertical datum. The 1929 North American Vertical Datum (NAVD29) shall be used for all elevation data.
- c. Benchmark location and elevation for checking construction.
- d. Stationing aligned from plan view with the profile view.
- e. Existing ground, ditch and utility lines.

C. Include the following for curbs, gutters, storm drains, drainage structures, sidewalks and street surfacing plans:

- 1. Plan and profile for top back of curb for each side of the street. Label profile line as top back of curb for both sides of street if it is the same.
- 2. Stationing and top back of curb elevations with curve data for curb returns.

3. Flow direction and type of cross drainage structures at intersections with adequate flow line elevations.
4. Type of curb and gutter if other than the standard 30-inch modified curb and gutter in the standard drawings.
5. Plan and profile of all new and existing storm drains and storm manholes and boxes.
6. Storm box and manhole size, location, and elevations of flow lines and rim.
7. Location, size, grade and type of pipe of new and existing storm drains.
8. Storm water calculations for a 25-year and 100-year storm.
9. Detail of ADA Ramps with detectable warning pads.

D. Include the following for sewer plans:

1. Plan and profile of all new and existing sewer mains and manholes.
2. Manhole size, location, and elevations of flow lines and rim.
3. Location, size, grade and type of pipe of new and existing sewer mains.
4. Location of each lateral with distance stubbed back into property clearly drawn and dimensioned.

E. Include the following for culinary water plans:

1. Location, size and type of pipe of new and existing water mains.
2. Profile or detail showing separation at each conflicting utility crossing.
3. Location of valves, fittings, hydrants, boxes, meters and appurtenances.
4. Minimum cover.
5. Location of each lateral with distance stubbed back into property clearly drawn and dimensioned.

F. Include the following for the pressurized irrigation plans:

1. Location, size and type of pipe of new and existing irrigation mains.
2. Profile or detail showing separation at each conflicting utility crossing.
3. Location of valves, fittings, boxes, meters and appurtenances.
4. Minimum cover.
5. Location of each lateral with distance stubbed back into property clearly drawn and dimensioned.

15.10.260 Landscape improvement standards.

Landscape improvements shall conform to APWA Construction Standards and Eagle Mountain City landscape construction standards. All landscape plans are to be approved by the Eagle Mountain City planning department and parks division prior to construction. [Ord. O-03-2010 § 1 (Exh. A § 2.230)].

15.10.270 Half-street width.

In certain conditions, and when special approval is given, half-road widths may be allowed. Half-road width requires all improvements to the centerline plus an additional 10 feet of asphalt. Adequate storm water control should be constructed for non-curbed roadside. All improvements must be made on subdivider's property. [Ord. O-03-2010 § 1 (Exh. A § 2.240)].

15.10.280 Traffic control.

Traffic control shall be submitted to the city prior to any work in accordance with **Utah** MUTCD. Any road **or lane** closures **or lane shifts** must be **approved, and fees paid**, ~~notify public safety~~ at a minimum of **48** ~~24~~ hours in advance of the road closure. [Ord. O-03-2010 § 1 (Exh. A § 2.250)].

15.10.290 Construction safety.

Open pits and trenches left for an overnight period or longer shall be clearly marked with flashing barricades. All national and state standards must be maintained for open trenches. The city engineer or his/her designee may require additional barricades **or road plates** as determined in the field. Trenches may not be left open for an extended period of time.

If any subdivision is located such that there is no available construction access other than through existing subdivisions, an additional monetary amount to be determined by the city engineer or his/her designee shall be placed in the subdivision improvement bond to protect the city from damaged infrastructure. [Ord. O-03-2010 § 1 (Exh. A § 2.251)].

15.10.300 Excavation permit.

In order for a street excavation permit to be approved, Eagle Mountain City needs the following information: (A) copy of contractor's license; (B) certificate of insurance; (C) performance bond of \$5,000; and (D) detailed drawing of proposed work and traffic control (four copies).

The contractor is given a copy of the signed permit and the signed/approved plan after the city engineer or his/her designee has approved and signed the application. Time limits may be set, and the permit can be suspended for noncompliance.

Trenches left open for more than 24 hours may be required to be either covered or backfilled at the discretion of the city engineer or his/her designee. [Ord. O-03-2010 § 1 (Exh. A § 2.260)].

15.10.310 Survey.

All property corners shall be marked with a 30-inch rebar and licensed land surveyor's cap before acceptance of subdivision improvements by Eagle Mountain City.. These rebars must be offset one foot by a steel tee post four feet out of the ground. All property corners shall be in place at the time of final acceptance. **Any survey in roadways that require collars (monuments), shall maintain city standards for street collars.** [Ord. O-03-2010 § 1 (Exh. A § 2.270)].

15.10.320 Construction entrance.

All subdivisions shall include a separate entrance for construction traffic, which is not in a city right-of-way. If no such access is available, an alternate cross-section designed specifically for the use of construction vehicles during the building phase of the project must be constructed within the city right-of-way and all construction must access the site from this point of access. The purpose of this requirement is to reduce damage caused by heavier vehicular traffic to new surfaces, and the existing adjacent roadways. Compliance with this requirement shall be overseen by the city engineer or his/her designee.

Construction entrances shall not disturb any pedestrian access routes. All construction entrances/ exits must be kept ADA compliant throughout construction. New road entrances must have an approved detour route that is also ADA compliant before removal of any pedestrian access routes (sidewalks/ trails).

If any subdivision is located such that there is no available construction access other than through existing subdivisions, an additional monetary amount to be determined by the city engineer or his/her designee shall be placed in the subdivision improvement bond to protect the city from damaged infrastructure. **A truck route must be approved through the construction drawing approval before construction begins.** [Ord. O-03-2010 § 1 (Exh. A § 2.280)].

15.10.330 Site cleanup.

The contractor is responsible to maintain a clean work environment within the limits of the city. A cobble track out pad consisting of 3" to 6" cobble 8" thick minimum with width of 20 feet and extending 50 feet past existing asphalt road way or an approved equivalent alternative shall be placed at all locations where construction traffic enters paved roadways to prevent dirt and mud from being tracked onto city streets. Additionally, vehicles may have to be hosed down prior to leaving the site. Dirt and debris tracked onto city roads must be cleaned by contractor each work day or be subject to fines as determined in the city fee schedule. Proper dust control measures must be exercised at all times. Noncompliance can result in all construction activities being shut down until corrective measures are taken. [Ord. O-03-2010 § 1 (Exh. A § 2.290)].

15.10.340 Noncompliance.

Noncompliance with this title can result in a stop work order issued by the city engineer or his/her designee, a forfeiture of bonds, or a hold on building permits until all improvements meet compliance. [Ord. O-03-2010 § 1 (Exh. A § 2.300)].

15.10.350 Hours of work.

Unless limited through city ordinance otherwise, construction activities shall be restricted to between the hours of 7:00 a.m. and 9:00 p.m., Monday through Friday, and 9:00 a.m. and 9:00 p.m. on Saturdays and Sundays in residential and commercial areas. [Ord. O-03-2010 § 1 (Exh. A § 2.310)].

15.10.360 Defensible space.

Property owners, including Eagle Mountain City and individual residential homeowners and/or homeowners' associations, shall be responsible to maintain an adequate defensible space to act as a fire break as detailed in the applicable state fire ordinances. All construction and staging areas shall also maintain a defensible space of at least 30 feet throughout the construction process. [Ord. O-03-2010 § 1 (Exh. A § 2.320)].

15.10.370 Reimbursement agreements.

In instances when subdivisions are required to install improvements which may provide capacity in excess of the requirements of the subdivision, to meet conditions established as part of a master plan, or for the benefit of a third party, such increases in capacity may be eligible for reimbursement.

Reimbursements may be in the reduction of impact fees collected by the city for the particular type of improvement installed, a reduction in connection fees, or may be negotiated as a cash reimbursement collected by third parties at building permit and remitted to the original developer annually.

All reimbursement agreements are to be approved by the city council, and the city will not consider verbal agreements made by the city or staff to be valid. Requests for reimbursement must be made to the City

prior to installation of the utilities for which reimbursement is sought. [Ord. O-03-2010 § 1 (Exh. A § 2.330)].

15.10.380 Improvements warranty.

All required improvements shall be placed into a warranty period following acceptance by the city for a minimum of one year. Should the completion of the one-year period occur during winter months, the warranty period may be extended for up to six months to allow the completion of any corrective requirements to be completed during reasonable weather.

A warranty bond for 10 percent of the estimated construction costs shall be maintained for the duration of the warranty period.

Prior to the expiration of the warranty period, Eagle Mountain City shall notify the developer that a warranty walkthrough is to be performed on the subdivision. Said walkthrough shall take place and all corrective actions as determined by this walkthrough and as outlined in a punch list to be generated by Eagle Mountain City shall be completed prior to release from the warranty period. **If items on the punch list are not completed within a 30 day time line another walk through may be required.** [Ord. O-03-2010 § 1 (Exh. A § 2.340)].

15.10.390 Street Lighting.

Eagle Mountain City shall contract with an independent consultant for street lighting design. Unless approved otherwise by the City's consultant street lighting will be installed throughout all developments using the following criteria:

1. Street lights will be installed at all intersections with the only exception being where a four way intersection has an offset of less than 100 feet.
2. Streetlights will be installed at a minimum spacing of 300 feet and a maximum spacing of 600 feet. They will be installed at the closest property line to the mid-point between the lights on either side. Streetlights placed between corners will be shown on the electrical construction drawing, and will indicate the direction that the street light will be aimed. Streetlights at intersections may aim to the center of the intersection or may be set at a 90-degree angle along collector and larger roads.
3. Any street that extends more than 600 feet without an intersection will have a street light at approximately the mid-point.
4. Each street light will be installed so that the street light pole is located 24" from the top

back of the curb to the center of the pole in a public utility easement or public right of way.

5. A ground wire shall be connected to the street light pole using N.E.C. approved methods and a separate ground wire shall be run from the pole base to the closest secondary pedestal or transformer. If the street light is fed from a secondary pedestal, an 8' X 5/8" copper clad ground rod must be installed at the pedestal, and street light ground will be attached to the ground rod using the N.E.C. approved connector.
6. A ground wire shall be connected to the street light pole using N.E.C. approved methods and a separate ground wire shall be run from the pole base to the closest secondary pedestal or transformer. If the street light is fed from a secondary pedestal, an 8' X 5/8" copper clad ground rod must be installed at the pedestal, and street light ground will be attached to the ground rod using the N.E.C. approved connector.
7. Pole-14 'Aluminum street light pole shall be used. The pole shall be manufactured by holophane and shall be green with base. All bases must be embedded in concrete with a 20" diameter hole and 4'.
8. Luminaire – A luminaire that reduces all sky ward light shall be 50-watt high pressure sodium light and shall have a shield to keep light off of houses.

Chapter 15.15 INSPECTION

Sections:

15.15.010 All work subject to inspection.

15.15.020 Inspection fees.

15.15.030 Acceptance of improvements.

15.15.040 Requests for inspection.

15.15.050 Construction completion inspection.

15.15.060 Work without inspection.

15.15.070 As-built drawings.

15.15.010 All work subject to inspection.

A. All construction work involving the installation of improvements in subdivisions shall be subject to inspection by the city. The developer shall be responsible to ensure inspection and certified reports are obtained and maintained on record and are provided in the as-built subdivision packet. **All utilities shall be completely backfilled and compaction tested prior to camera and air testing.** The records shall include the following inspections:

1. Compaction of all trenches; **Passing test for every lift or 1' maximum vertically and every 100' laterally along trench line every lift or 1' maximum vertically and every 1000 sq. ft. laterally on embankment.**
2. Pressure tests on water **system** mains; 2 sets of bacteria samples
3. Pressure tests, television inspection of sewer **and storm drain system** mains, and mandrel deflection tests **for sewer and storm drain mains; Vacuum test all manholes/boxes on sewer and storm drain** ~~Air pressure test and televise storm drain~~ per APWA Standards.
4. Slump, ~~tests and~~ compression, ~~tests~~ and air entrainment **testing required** on all concrete work; test (air, slump) and set of cylinders per 50 yards of concrete.
5. Proof rolls on native, subbase and base **(curb and pavement)**; (4 proof rolls)
6. Red heading is required on native, subbase and base; and **TBC stakes required for all proof rolls. Curb machine string line is acceptable for all proofrolls and will be required for sub base and curb base proof rolls.**
7. Compaction test on all subbase, untreated base course, and bituminous surface course.

B. Certain types of construction shall have continuous inspection while others may have only periodic inspections. It is the responsibility of the developer/subdivider to ensure that all contractors give the city appropriate notice to allow scheduling of said inspections.

1. Inspection shall be required on the following types of work:

- a. Laying of street surfacing.
- b. Placing of concrete for curbs and gutters, sidewalks and other structures.
- c. Laying of sewer pipe, drainage pipe, water pipe, lateral connections, pressurized irrigation, valves, hydrants and testing.
- d. Subgrade.
- e. Street grading and gravel base.
- f. Excavations for curbs and gutters and sidewalks.
- g. Excavations for structures.
- h. Trenches for laying pipe.
- i. Forms for curbs and gutters, sidewalks and structures. No work shall be started except in the presence of, or with the prior approval of, the city engineer or his/her designee.
- j. Collars around storm drain inlet boxes/manholes. Thrust blocks for water, collars for storm drain and collars for man hole. ~~Value~~ **Valve** boxes in asphalt.
- k. Collars around sewer manholes & water valve boxes.

2. Inspectors must be notified and must approve all catchbasin elevations and locations prior to final tie-ins.

3. Inspectors may require survey stakes with elevations to ensure depths and slopes meet the approved construction drawings. Specifically, requirements may be made on fire hydrants, cleanouts, and sewer manholes.

4. See individual chapters for specific inspection and testing requirements. [Ord. O-03-2010 § 1 (Exh. A § 3.010)].

15.15.020 Inspection fees.

Inspection fees and/or connection fees required by ordinance shall be paid and permits required shall be obtained prior to the recording of the final plat.

The developer or contractor shall be responsible for all sampling, delivery of samples to a qualified testing agency, testing, and delivery of test results or materials certifications to the city at no charge to the city. Testing and certifications reports shall be approved by the city as to conformance to city standard specifications prior to final inspection and/or acceptance by the city of any materials or workmanship. **All samples must be taken in presence of an EMC representative.**

Inspection requests made for weekend or off-hours of regular city business hours shall be subject to overtime inspection fees. If such inspections are scheduled at these times due to an inability of the city to provide inspections during normal business hours, no additional inspection fees shall be required. [Ord. O-03-2010 § 1 (Exh. A § 3.020)].

15.15.030 Acceptance of improvements.

A. Inspection made by the city to determine compliance with the specifications does not imply acceptance of the work. The city requires completion of all facilities before any are finally accepted to start the warranty period established by this code or otherwise by development agreement. Final acceptance of improvements will be made at an inspection by the city at the completion of all improvements. All improvements shall be free from defects or damage at the time of inspection. Specifically, the following are required:

1. All asphalt, sidewalks and curbs and gutters shall be free of cracks greater than one-eighth inch vertically and horizontally and construction damage and shall be true to line and grade.
2. All sewer manholes and water valve boxes shall be raised to pavement level.
3. All water valves and hydrants shall be operative.
4. All storm drainage improvements shall be completed.
5. All street lights shall be operable.
6. All open space improvements shall be planted and all irrigation improvements installed, unless a separate landscape bond is provided to the city, in which case landscaped improvements shall be warranted separately from the infrastructure improvements.
7. All trail improvements in open space areas shall be completed.

8. All recreational equipment shall be installed in the trails and open space areas, or a separate landscape bond may be posted. All landscape improvements are required to be installed prior to one year from the date of recordation, or prior to the second half building permit being issued.

9. Cleanup. Where excavations are made in city streets, the rock, etc., shall be removed and gravel base placed in the excavation the same day as backfill is placed. All debris leaving a job site shall be the responsibility of the contractor to clean up each day.

10. All lot corner stakes installed.

B. A final walkthrough to inspect the improvements shall be arranged by the developer with the city when said improvements are completed. The improvements will be accepted when the punch list from the final walkthrough is completed and accepted by the city. [Ord. O-03-2010 § 1 (Exh. A § 3.025)].

15.15.040 Requests for inspection.

Requests for inspection shall be made to the city by the person responsible for the construction.

Requests for inspection on work requiring continuous inspection shall be made three working days prior to the commencing of the work. Notice shall also be given one working day in advance of the starting of work requiring periodic inspection. The city shall provide ~~written~~ confirmation either through verbal, text, fax or e-mail for all scheduled inspection appointments. [Ord. O-03-2010 § 1 (Exh. A § 3.030)].

15.15.050 Construction completion inspection.

An inspection shall be made by the city engineer or his/her designee before and after the warranty period. Specifically, the city engineer or his/her designee will determine if any installed infrastructure displays signs of failure, such as concrete cracks greater than one-eighth inch, rutting or settled asphalt. When such defects are minimal, patching or sealing will be allowed by the city, provided the defect is not a structural defect. The city engineer or his/her designee will generate a punch list of all items to be corrected by the developer prior to final acceptance by the city.

Any punch list generated by the city engineer or his/her designee shall only be valid for a period of 30 days. Subdivisions with outstanding items past 30 days may be subject to an additional walkthrough prior to acceptance by the city to address any additional faulty or defective work.

It is further agreed and understood that the determination for necessity of repairs of the work rests with the city engineer or his/her designee. His/her project review shall include, but shall not be limited to, the entire street base, and all pipes, utilities, joints, valves, backfill and compaction as well as the working surface, curbs, gutters, sidewalks, and other accessories that are, or may be, affected by the construction

operations, and whenever, in the judgment of the city engineer or his/her designee, work is not complete, shall cause a written notice to be served to the developer and thereupon the developer shall undertake and complete such repairs or rebuilding prior to the final city acceptance and release of the warranty bond. The city engineer and his/her designee shall make every effort to distinguish between failures which result from poor design or workmanship from those caused by third parties such as builders, and shall not knowingly require developers to correct failures caused by third parties. Specific examples shall include: cracked concrete which likely would have resulted from builders placing heavy equipment on concrete shall not require replacement. However, excessive spalling of concrete which is likely caused by workmanship issues will be required to be replaced. Contractors and subcontractors hired for the completion of the required improvements are not considered third parties, and damage found to be from such individuals will be obligated to be repaired by the developer. Failure to complete repairs in a timely manner may result in a forfeiture of the warranty bond, at which time the city will complete the improvements. Appeals to items included in the project review must be made in writing to the public works director within five days of being notified of the deficient items. Additional appeals may be made to the Eagle Mountain City mayor or city council. [Ord. O-03-2010 § 1 (Exh. A § 3.040)].

15.15.060 Work without inspection.

Any work performed without proper inspections, as required in this chapter, will give the city the option to hold the bond covering that portion of the improvements in violation or require removal and replacement of the uninspected work. The city shall have the option of retaining part or all of the bond for five years after installation of improvements in violation of this chapter. It is the responsibility of the developer to ensure his/her contractors request all necessary inspections.

Inspection services provided by outside inspection services will be allowed; provided, that the city approves of any inspection companies in writing prior to inspection services, and the city is notified of what services will be provided by said outside inspection services prior to the inspection services taking place. [Ord. O-03-2010 § 1 (Exh. A § 3.050)].

15.15.070 As-built drawings.

As-built drawings shall be submitted to the city engineer or his/her designee before final inspection and acceptance by the city. As-built drawings shall be prepared by a licensed land surveyor and submitted on a hard copy and a computer aided design (CAD) file. As-built drawings shall show all utilities and boundary lines as shown in the Eagle Mountain standard drawings for as-builts. CAD files shall be submitted on a CD or by e-mail in an AutoCAD or .dxf format. The CAD file of the as-built drawings must be in the NAD27 State Plane Coordinate System with a tie to a section corner. If anything is submitted by e-mail, the engineering division must be contacted for the proper e-mail address and for confirmation the

e-mail was received. The portion of the bond generally released at final inspection will not be released until the as-builts are submitted and approved. [Ord. O-03-2010 § 1 (Exh. A § 3.055)].

Chapter 15.25 EARTHWORK

Sections:

- 15.25.010 General.**
- 15.25.020 Subgrade soil under structures and Public Rights of Way.**
- 15.25.030 Backfill around structures.**
- 15.25.040 Construction of embankments and fills.**
- 15.25.050 Compacting earth materials.**
- 15.25.060 Road subgrade preparation.**
- 15.25.070 Slope safety.**
- 15.25.080 Water settling.**
- 15.25.090 Removal and replacement of defective fill.**
- 15.25.100 Permit required for earth products processing and storage.**
- 15.25.110 Native Fill Use for Trenches and Road Sections.**

15.25.010 General.

This chapter defines the requirements for excavation and backfill for structures, construction requirements for embankments and fills and subgrade preparation for pavements and other surface improvements. All earthwork shall conform to the APWA Standard Specifications unless noted otherwise in this chapter. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.010)].

15.25.020 Subgrade soil under structures and Public Rights of Way.

Subgrade soil for all concrete structures, regardless of type or location, shall be firm, dense, thoroughly compacted and consolidated; shall be free from mud, ~~and~~ muck and all organics; and shall be sufficiently stable to remain firm and intact under the feet of the workmen engaged in subgrade surfacing, laying reinforcing steel, and depositing concrete. Coarse gravel or crushed stone may be used for subsoil reinforcement if results are satisfactory to the city engineer or his/her designee. Such material shall be applied in layers, not exceeding eight inches in thickness, each layer being embedded in the subsoil by thorough tamping. All excess soil shall be removed to compensate for the displacement of the gravel or crushed stone and the finished elevation of any subsoil reinforced in this manner and shall not be above the specified subgrade. The city engineer may require a soil analysis and design for any area. A proof roll will be required at existing ground before placing any e-fill. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.020)].

15.25.030 Backfill around structures.

Backfill around structures shall be placed to the lines shown on the approved drawings, or as directed by the city engineer or his/her designee. After completion of foundation, footings and walls and other construction below the elevation of the final grades, and prior to backfilling, all forms shall be removed and the excavation shall be cleaned of all trash and debris. Material for backfilling shall consist of suitable materials as defined in EMMC 15.30.040 and shall be placed in layers not exceeding eight inches in uncompacted thickness. Each layer shall be compacted by hand or machine tampers or by other suitable equipment to a density equal to 95 percent of maximum dry density as measured by AASHTO T180 method C. No frozen material is allowed in the backfill. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.030)].

15.25.040 Construction of embankments and fills.

Unsuitable materials that occur in the foundation for embankments and fills shall be removed by clearing, stripping and/or grubbing. Where suitable materials occur, after stripping, the foundation shall be scarified to a depth of not less than eight inches, and the loosened material shall be moistened and compacted as hereinafter specified for each layer. All materials in embankments and fills shall be placed, moistened, and compacted as provided in this chapter.

When the embankment or fill exceeds the amount of excavation, sufficient additional material shall be obtained from borrow pits provided by the contractor. All material proposed to be imported shall be subject to the review and approval of the city engineer or his/her designee prior to starting of hauling operations.

The materials used for embankment and fill construction shall be free from sod, grass, trash, rocks larger than six inches in diameter and all other material unsuitable for construction of compacted fills. Grading of completed embankments and fills shall bring the surfaces to a smooth, uniform condition with final grades being within 0.1 foot of the design grade. Within a City right of way, materials must meet **AASHTO A1 or A2 soil classification, be 3 inch minus and be tested every lift (1,000 sq.ft. max per test). Embankments built without material supporting the sides must be overbuilt to ensure compaction of the edges.** [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.040)].

15.25.050 Compacting earth materials.

The material shall be deposited in horizontal layers having a thickness of not more than eight inches after being compacted as hereinafter specified; provided, that when mechanical equipment is used for placing and compacting the material on a sloping foundation, the layers may be placed parallel to the

foundations. The distribution of materials shall be such that the compacted material will be homogeneous and free from lenses, pockets, or other imperfections. No frozen material may be used. Prior to and during compaction operations the material shall have the optimum moisture content required for the purpose of compaction and the moisture content shall be uniform throughout the layers, insofar as practical. Moistening of the material shall be performed at the site of construction, but such moistening shall be supplemented, as required by sprinkling at the site of excavation. If the moisture content is more than optimum for compaction, the compaction operations shall be delayed until such time as the material has dried to the optimum moisture content. When the material has been conditioned as hereinbefore specified, the backfill or embankment shall be compacted as follows:

A. Under roadways and extending one foot beyond the proposed curb line, the fill or embankment material shall be AASHTO A1 or A2 and be three (3) inch minus that is compacted to a density equal to not less than 95 percent of maximum dry density as measured by AASHTO T180 method C or the modified proctor test ASTM D1557.

B. Under sidewalks and driveways, the fill or embankment material (to at least one foot each side of the edge of the slab) shall be compacted to a density equal to not less than 95 percent of maximum dry density as measured by AASHTO T180 method C or the modified proctor test ASTM D1557. Sidewalk in the public right of way will need to be sub graded below original native soil with all organics removed. A proof roll will be required before A1 or A2 fill can be placed to the bottom of the base.

C. Other fills and embankments not listed above shall be compacted to a density equal to not less than 90 percent of maximum dry density as measured by AASHTO T180 method C or the modified proctor test ASTM D1557. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.050)].

15.25.060 Road subgrade preparation.

In both cut and fill areas the paving subgrade shall be scarified to a depth of eight (8) inches below original native ground and compacted to the equivalent of 95 percent of maximum dry density as measured by AASHTO T180 method C or the modified proctor test ASTM D1557. No rocks larger than two three (3) inches in diameter, organic material, soft clay, spongy material or other deleterious material will be permitted in this scarified subgrade layer. Rough subgrades shall be shaped and graded to within a tolerance of 0.15 foot of design grade and drainage shall be maintained at all times. The developer shall provide to the city engineer or his/her designee the results of a subsurface investigation performed by the developer's engineer and the recommendation as to whether existing material is adequate for road construction.

During the rolling operation, moisture content of the subgrade layer shall be maintained at no less than 97 or more than 105 percent of optimum moisture content. Rolling shall be continued until the entire road bed (to one foot back of curb) is compacted to the specified density to a minimum depth of eight inches. **A proof roll will be required before placement of three (3) inch minus A1 or A2 is allowed.** [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.060)].

15.25.070 Slope safety.

All slope construction shall be in accordance with all city, state and federal regulations. Plans and specifications for structures must be approved by the city if the excavation is greater than five feet. No permanent slopes steeper than 3:1 shall be allowed without a retaining structure unless otherwise approved in writing by the city engineer or his/her designee. Cut slopes greater than 3:1 slope in bedrock may be allowed, provided the geotechnical report demonstrates that the bedrock is of sufficient depth and strength to support such cuts. The width of the excavation shall be increased if necessary to provide space for sheeting, bracing, shoring and/or other supporting installations. Unsafe slopes will be the cause for immediate shutdown of the project. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.070)].

15.25.080 Water settling.

Water settling may be permitted with pre-approval by the city engineer or his/her designee, depending upon the type of soil and location. When water settling is approved, a city representative shall be at the job site during the compaction. When the material has dried sufficient to allow compaction tests, the contractor shall dig test holes for compaction tests at locations and depths required by the city engineer or his/her designee. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.080)].

15.25.090 Removal and replacement of defective fill.

Fill not conforming to the requirements of this chapter shall be reworked to the requirements or removed and replaced with acceptable fill. [Ord. O-09-2014 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 5.090)].

15.25.100 Permit required for earth products processing and storage.

A. Any person desiring to perform any crushing, screening, storage, stockpiling or processing of sand, gravel, dirt, rock or other earth products for use on the property or within the approved project area where the materials are being extracted shall obtain a permit from the city engineer. The city engineer may deny the permit if the city engineer determines extraction, processing or storage will negatively impact neighboring properties, or include conditions in the permit, including, but not limited to, noise restrictions, types of equipment and machinery, dust and pollution control measures, geographic restrictions, berming, duration of project, and hours of operation. Application for a permit shall be filed with the city engineer on a form or forms to be furnished by the city.

B. No crushing, screening, storage, stockpiling or processing of sand, gravel, dirt or rock earth products shall be allowed for sale or use of such material outside the project area unless otherwise permitted under Chapter 17.54 EMMC (Extractive Industries Overlay Zone).

C. It shall be unlawful for any person to commence work until the city engineer has approved the application and until a permit has been issued for such work. Violations of the provisions of this section shall result in civil penalties of \$100.00 per day for the first seven days of violation and \$250.00 per day for all subsequent days of violation. The city engineer may also issue a stop work order for any project or property in violation of this section. [Ord. O-09-2014 (Exh. A)].

15.25.110 Native Fill Used for Trenches and Road Sections.

Native fill will meet **AASHTO** A-1 or A-2 classifications ~~with a 20% maximum on fines passing 200 sieve~~ and be 3" minus. Native fill used in roadways/trenches will be completely free of organics and rocks larger than 3" diameter. Also native fill will be ~~screwed~~ **screened** and mixed to maintain consistency. **All soil samples will need to be taken in the presence of an Eagle Mountain City Representative.**

15.25.120 Permit required for general earthwork

A. Excavation permits are not required on individual residential lots for normal landscape, installation of topsoil, irrigation installation, or projects that do not require a building permit. An excavation permit is required for general earthwork on projects not part of an approved construction project if such work consists of mass grading of a site if fill materials are being imported, exported, and relocated within a single lot. Materials being processed and removed from site must comply with section 15.25.100. The permit shall identify the limits of disturbance, the quantity of cuts and fills, quantities of any materials being removed from site, duration of the project, implementation of safety measures intended to protect the surrounding residents, restrictions of noise and work hours, and implementation of SWPPP BMP's if needed. Application for a permit shall be filed with the city engineer on a form or forms to be furnished by the city.

B. It shall be unlawful for any person to commence work until the city engineer has approved the application and until a permit has been issued for such work. Violations of the provisions of this section shall result in civil penalties of \$100.00 per day for the first seven days of violation and \$250.00 per day for all subsequent days of violation. The city engineer may also issue a stop work order for any project or property in violation of this section. [Ord. O-09-2014 (Exh. A)].

Chapter 15.35 WATER LINES

Sections:

15.35.010 General.

15.35.020 Culinary water pipe.

15.35.030 Water main bedding materials.

15.35.040 Water main type and locations.

15.35.050 Water meters and service lines.

15.35.060 Water meter standards.

15.35.070 Tapping of water lines.

15.35.080 Testing and flushing.

15.35.090 Disinfection of water lines.

15.35.100 Backflow prevention and cross-connection control rules and regulations.

15.35.110 Water system extensions.

15.35.120 Water Fittings

15.35.010 General.

The installation specifications for water systems shall conform to the APWA Standard Specifications unless noted otherwise in this chapter.

- A. Inspection. All pipe used shall be carefully inspected prior to installation. Any or all defective pipe shall be rejected.
- B. Minimum Cover. All water mains and service laterals shall have a minimum cover of four feet to the top of the pipe and a minimum of 3' at installation. **Maximum cover shall be 6 feet.**
- C. 12 ga locator wire along water main to setters & fire hydrants.
- D. Metallic caution tape place 2' above water main.
- E. All valves to be flanged to tees.
- F. Valves 12" and above to be butterfly valves.
- G. Bolts at the top of fire hydrant barrel to be no lower than 1" above finished grade & no higher than 6" above finished grade.
- H. Water services (setters) to be installed prior to bacteria & pressure tests. [Ord. O-03-2010 § 1 (Exh. A § 7.010)].
- J. Six (6) inch thick concrete pad around fire hydrants. See detail FH-1.**

15.35.020 Culinary water pipe.

PVC or ductile iron pipe is allowed to be used within subdivisions. Pressures, water hammer, surges, and other dynamic water characteristics shall be taken into consideration during the design and construction of the water system. The required pipe class shall be determined based upon characteristics. [Ord. O-03-2010 § 1 (Exh. A § 7.020)]. **No deflections are allowed in pipes. For curvilinear roadways, the design engineer shall incorporate fittings as appropriate to avoid deflections and maintain adequate separation from sewer and storm drain utilities.**

15.35.030 Water main bedding materials.

Water main lines must be bedded using sand or similar materials. No gravel of any kind will be allowed. All bedding material must meet AASHTO A3 soil classification with 100% passing the #4 sieve. [Ord. O-03-2010 § 1 (Exh. A § 7.025)]. **Bedding shall be placed six (6) inches minimum to the sides and bottom of pipe zone and twelve (12) inches minimum above or equivalent to pipe diameter whichever is greater.**

15.35.040 Water main type and locations.

Water mains shall be located on either the north or east side of a roadway and eight feet from the centerline.

Water mains shall be minimum ~~one foot~~ **18 inches** vertical above the sewer. Separation between water and sewer mains shall be 10 feet (horizontally) minimum unless authorized in writing by the city engineer or his/her designee.

Water mains shall be either polyvinyl chloride (C-900 PVC, ~~for pipes eight inches to 12 inches~~ **that is higher pressure rated**) or **Ductile Iron Pipe (DIP)** (poly wrapped) **if design or as determined by city engineer** with minimum pressure class of 250 psi for pipes greater than 12 inches. **PVC pipe shall meet the requirements and specification of APWA 15014 and AWWA C900, C905, and C909. Ductile iron pipe shall meet the standards and specifications of APWA 15011.** HDPE may be used for borings upon the approval of the city engineer or his/her designee. No bends will be allowed in water lines and fittings will be required. All fitting to be Mega-lug fittings. [Ord. O-03-2010 § 1 (Exh. A § 7.030)].

15.35.050 Water meters and service lines.

Prior to the installation of the water service line, the engineer retained by the developer shall stake out the water meter location and provide the grade at which the lid is to be set.

Minimum service line size is three-quarter inch. All water service lines shall start with a corporation stop at the main and shall be of **poly pipe with stiffeners** or type “K” copper and meter setters of 21-inch or taller and ~~are~~ **braced**, with dual unions **at bottom of setter** and meet height specs in a 21-inch can for water meters. A four-inch ring and lid shall be used and installed with the top of the setter at a depth of not less than 18 inches and not more than 22 inches from the lid of the meter box. Meters ~~two~~ **one and a half (1.5)**

~~inches~~ and larger shall be placed in vaults (see ~~Eagle Mountain~~ standard drawing). All meter setters shall have dual check valves. Meter boxes shall be placed ~~between~~ behind the sidewalk ~~when there is no park strip shall be placed 3 feet behind walk to center of can +/- 3 inches~~ line and property line with combination curb, gutter, and sidewalk or in the planter if available so that a fence may be placed on property without interfering with the maintenance and reading of said meter. No meters shall be set in sidewalks or driveways. Meter boxes shall be in good repair and relatively free from obstruction to ensure ease in maintenance and reading (not full of dirt past the base of the meter, having trash present and being badly bent to create a hazard). Damaged boxes shall be replaced. Meter boxes shall be from level to one inch high from the final grade of sidewalk. See detail.

Lids shall have a one-inch hole in the top for the touch-read sensor and read Eagle Mountain Water Meter on lid.

Water service lines shall be minimum ~~one foot~~ 18 inches vertical above the sewer. Water meters shall be located at the centerline of single-family lots unless authorized by the city engineer or his/her designee. On narrow lot subdivisions (lot width less than 50 feet), water laterals are to be located on alternating lot lines, although in no instances shall connections be made to the water main closer than three-foot intervals. Separation between water and sewer mains shall be 10 feet (horizontally) minimum unless authorized in writing by the city engineer or his/her designee.

A separate and independent service lateral for water service shall be provided for every building used as a dwelling, except in cases of undue hardship where the city council deems it necessary to make an exception. The water user shall bear full responsibility for the upkeep and maintenance of all water system lines and fixtures beyond the water meter.

From and after the effective date of the ordinance codified in this chapter, all dwelling units and premises under separate ownership shall be served by individual water meters, except in cases of undue hardship or in planned unit developments when approved by the city council. [Ord. O-03-2010 § 1 (Exh. A § 7.040)].

15.35.060 Water meter standards.

All water meters shall be purchased from the city. All structures, dwelling units, and establishments using water from the city culinary water system must have such number and size of water meters connected to their system as are necessary to meet the requirements of the Utah Plumbing Code. Meters will be furnished by the city at the expense of the property holder, at the city's cost for said meter. Meter readings shall be taken at regular intervals as determined by the superintendent of the division and shall be submitted to the city treasurer for the purpose of making necessary billings for water service.

Water meters will not be placed in driveways or under sidewalks. If a water meter must be moved out of a driveway, the maximum lateral movement is 24 inches. If a fitting is required to allow the meter to be relocated, the contractor must notify the public utilities department so that an inspector can be present to verify the fitting is installed in accordance with city standards. Backfill and bedding on the relocated service lateral must conform to city standards and the engineered backfill (A1 or A2) requirement of the city. [Ord. O-03-2010 § 1 (Exh. A § 7.050)].

15.35.070 Tapping of water lines.

Tapping valves may only be used when previously approved by the city engineer or his/her designee. Tapping saddles with an “O” ring may be used if the water main line to be tapped is larger than the new water main line. Where the tap is the same size as the existing main, cast iron or stainless steel tapping sleeves shall be used, which encase the full perimeter of the pipe. The valve shall be a tapping valve with a guide lip on the flanged side. The opposite side of the valve shall have a mechanical joint connection.

Service taps shall be a minimum of 36 inches apart. No taps will be allowed within 36 inches of the end of the pipe joints and fitting, not including the joints in the measurement. [Ord. O-03-2010 § 1 (Exh. A § 7.060)].

15.35.080 Testing and flushing.

A. A minimum pressure 50 percent in excess of the maximum line operation pressure (or 200 pounds, whichever is greater) shall be maintained on the portion being tested for a minimum period of two hours, using either pneumatic or hydraulic means to maintain the pressure. After installation, fire hydrants must be covered with a black garbage bag taped down until all testing has been completed.

B. After pressure testing, all pipelines shall be flushed. Flushing shall be accomplished through hydrants or, if a hydrant does not exist at the end of the line, the contractor shall install a tap sufficient in size to provide for two-and-one-half-foot-per-second flushing velocity in the line.

C. A leakage test shall be conducted concurrently with the pressure test.

1. “Leakage” shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within five psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.
2. Allowable Leakage. No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = \frac{SD(P)^{0.5}}{133,200}$$

in which L is the allowable leakage, in gallons per hour; S is the length of pipeline tested, in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test, in pounds per square inch gauge.

- a. Allowable leakage at various pressures will be provided by inspectors.
- b. When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gallon/hour/inch of nominal valve size shall be allowed.
- c. When hydrants are in the test section, the test shall be made against the closed hydrant.

3. Acceptance of Installation. Acceptance shall be determined on the basis of allowable leakage. If any test of pipe laid discloses leakage greater than specified, the contractor shall, at its own expense, locate and repair the defective material until the leakage is within the specified allowance.

D. All visible leaks are to be repaired regardless of the amount of leakage.

E. All new water systems or extensions to existing systems shall be thoroughly flushed before being placed in service. Flushing shall be accomplished through hydrants, or end-of-line blowoff assemblies at a minimum flushing velocity of two and one-half feet per second.

F. The following is the flow quantity required to provide a two-and-one-half-foot-per-second flushing velocity:

PIPE SIZE (IN.)	FLOW (G.P.M.)
4	100
6	220
8	390
10	610
12	880
16	1,567
18	1,980

20	2,450
24	3,525
30	5,507

[Ord. O-03-2010 § 1 (Exh. A § 7.070)].

15.35.090 Disinfection of water lines.

A. Disinfection of water mains shall be done in accordance with the latest edition of AWWA C651.

B. The pipe shall be clean prior to disinfection. If, in the opinion of the city, contamination is such that it cannot be removed by flushing, the pipe shall be cleaned by mechanical means and then swabbed with a one percent hypochlorite disinfection solution.

C. The pipeline shall be disinfected as outlined in AWWA C651. Chemicals to be used shall conform to one of the following: AWWA B300, hypochlorite; AWWA B301, liquid chlorine; AWWA B302, ammonium; and AWWA B303, sodium chlorite.

The tablet method shall consist of placing calcium hypochlorite tablets at the specified rate in the main during construction at the upstream end of each section of pipe. The tablet shall be attached with an adhesive, such as Permatex No. 1 or equal. The line shall then be filled slowly (velocities less than one foot/second), expelling all air pockets and maintaining the disinfection solution in the line for at least 24 hours, or 48 hours if the water temperature is less than 41 degrees Fahrenheit. The disinfection solution shall have a concentration of at least 25 mg/L of available chlorine. The continuous feed shall be done exactly as outlined in AWWA C651 and shall have 25 mg/L available chlorine after 24 hours. Under both methods the contractor shall not be allowed to flush the line until the chlorine residual test has been passed by the city.

D. After the chlorination, the line shall be thoroughly flushed with velocities greater than two and one-half feet/second with clean water and if necessary re-chlorinated until satisfactory bacteriological testing is obtained. If any of the tests fail, the contractor shall be responsible for the fees of additional tests. All new lines shall be isolated from existing lines when tested.

E. Following the approval of the testing and installation of a water main, the entire water line will be flushed through the end of the main via an approved outlet.

F. The ~~developer~~ **contractor** shall take bacteria samples at the sites designated by the public works director or his/her designee for each job, based on the following formula:

1.
 - a. Minimum of one sample up to 200 feet.
 - b. Minimum of two samples up to 600 feet. (One in the middle and one on the end.)
 - c. Minimum of one sample every 600 feet.
 - d. Sampling points to be established during the preconstruction meeting for each project.
2. If any sample point fails on the first test, the line will be flushed and retested at all sample points.
3. If any sample point fails a second time, the complete line will be re-disinfected and retested at all sample points.
4. If any samples come back marked "~~presence~~ **present or unsatisfactory**" which means coliform bacteria is present, the line will be re-disinfected and retested at all sample sites.
5. After passing test let system "relax" 24 hours then take subsequent test.
6. After second test of samples is acceptable system is ready for use.

G. Bacteriological reports shall consist of the following:

1. Date issued, project name, and the name, address, and telephone number of the testing laboratory.
2. Date and time of water sample.
3. Name of person collecting samples.
4. Test locations.
5. Initial and 24-hour disinfection residuals in ppm for each outlet tested.
6. Coliform bacteria test results for each outlet tested.
7. Certification that water conforms, or fails to conform, to bacterial standards of the state.

Water services will not be installed until bacteria sample results have been approved by the city engineer or his/her designee. [Ord. O-03-2010 § 1 (Exh. A § 7.080)].

15.35.100 Backflow prevention and cross-connection control rules and regulations.

This section enacts the cross-connection control and backflow prevention requirements applicable to the water system which is owned and operated by Eagle Mountain City.

A. Definitions.

1. "City" means Eagle Mountain City.
2. The city engineer, the water division director and the public works director are vested with the authority and responsibility for the implementation of the city's cross-connection control program.
3. "Approved backflow assembly" means a backflow assembly accepted by the Utah State Drinking Water Division as meeting an applicable specification or as suitable for the proposed use.
4. "Auxiliary water supply" means any water supply on or available to the premises other than the city's public water supply. These auxiliary waters may include water from another public potable water supply or any natural source, such as a well, spring, river, stream, harbor, irrigation water, used-water storage tanks or reservoirs which may or may not originate within the city. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the city does not have authority for sanitary control.
5. "Backflow" means the reversal of the normal flow of water caused by either back-pressure or back-siphonage.
6. "Back-pressure" means the flow of water or other liquids, mixtures, or substances under pressure into the distribution pipes of a potable water supply system from any source or sources other than the intended source.
7. "Back-siphonage" means the flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water supply system from any source other than the intended source, caused by the reduction of pressure in the potable water supply system.
8. "Backflow prevention assembly" means an assembly or means designed to prevent backflow. Specifications for backflow prevention assemblies are contained within the Utah Plumbing Code, Chapter 10 (Appendix J), and the Cross-Connection Control Program of Utah. All backflow prevention assemblies must be approved by the Utah State Drinking Water Division prior to installation. A listing of these approved backflow prevention assemblies may be found in the Cross-Connection Control Program for Utah.

9. "Contamination" means an impairment of the quality of the potable water supply by sewage, industrial fluids or waste liquids, irrigation or other nonpotable water, compounds or other materials to a degree which creates an actual or potential hazard to the public health through poisoning or through the spread of disease.
10. "Cross-connection" means any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, one of which contains potable water and the other water from a non-city source or nonpotable water or storage tanks or reservoirs of questionable safety, through which, or because of which, backflow may occur into the potable water system; including any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices or sliding multiport tubes.
11. "Cross-connection – controlled" means a connection between a potable water system and water from a non-city source or a nonpotable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.
12. "Cross-connection – containment" means the installation of an approved backflow assembly at the water service connection to any user's premises where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross-connections within the user's water system, or the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a user's water system where there are actual or potential cross-connections which cannot be effectively eliminated or controlled at the point of the cross-connection (isolation).
13. "User" means a dwelling or other service connected to the city water system regardless of the location within or outside the boundary of the city.
- B. 1. An approved backflow prevention assembly shall be installed on each service line to a user's water system, at or near the property line, or immediately inside the building being served, but in all cases before the first branch line leading off the service line, whenever the city determines that such is necessary for protection of the water supply or in the best interest of the users of the city's water supply system.
2. The type of protective assembly required under this subsection shall depend upon the degree of hazard which exists at the point of cross-connection, i.e., whether direct or indirect, as defined in the Utah Plumbing Code.

3. All presently installed backflow prevention assemblies which do not meet the requirements of this section but were approved assemblies for the purposes described herein at the time of installation and which have been properly maintained shall, except for the inspection and maintenance requirements listed in subsection F of this section, be excluded from the requirements of these rules so long as the city believes that they will satisfactorily protect the public water system. Whenever the existing assembly is moved from the present location or requires more than minimum maintenance or when the city finds that the maintenance of this assembly constitutes a hazard to health, the unit shall be replaced by the user with an approved backflow prevention assembly meeting the requirements of this chapter.
 4. No water service connection to any premises shall be installed by any user of the city's potable water system or maintained by the user unless the water supply is protected as required by state laws, regulations and codes, and the provisions of this chapter. Service of water to any premises shall be discontinued by the user if a backflow prevention assembly required for control of backflow and cross-connections is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed or bypassed, or if an unprotected cross-connection exists on the premises. Service will not be resumed by any user until such conditions or defects are corrected, and the city shall not furnish potable water to the premises of any user known by the city to be lacking suitable backflow prevention assemblies.
 5. The user's system shall be open for inspection at all reasonable times to authorized representatives of the city to determine whether cross-connections or other structural or sanitary hazards, including violations of this chapter, exist. When such a condition becomes known, the city shall deny or immediately discontinue service to the premises by providing a physical break in the service line until the customer has corrected the condition in conformance with the state statutes and city regulations.
- C. If, in the judgment of the director, an approved backflow prevention assembly is required at the user's private water system for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants through water service connections, the city or its designated agent shall give notice in writing to such user to install an approved backflow prevention assembly at a specific location or locations on his/her premises. Within 10 days after receipt of written notice, the user shall install such approved assembly at the user's own expense, and failure, refusal or inability on the part of the user to install, have tested, and/or maintain said assembly shall constitute grounds for discontinuing water service to the premises until such requirements are met.

D. The building official shall have the responsibility to review building plans and inspect plumbing as it is installed and to prevent cross-connections from being designed and built into structures which will connect to the water system. Where the review of building plans suggests or indicates potential for a cross-connection being made an integral part of the plumbing system, the building inspector shall require such cross-connections to either be eliminated or provided with an approved backflow prevention assembly in accordance with the plumbing code.

E. When employed by the user or the city to test, repair, overhaul and/or maintain backflow prevention assemblies, a backflow assembly technician shall have the responsibility and obligation:

1. To ensure that acceptable testing equipment and procedures are used for testing, repairing, or overhauling backflow prevention assemblies.
2. To make reports of such testing and/or repair to the user and the city, such reports to include the list of materials or replacement parts used.
3. To ensure that replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.
4. To not change the design, material, or operational characteristics of the assembly during repair or maintenance.
5. To perform the work and be responsible for the competence and accuracy of all tests and reports.
6. To ensure that his license is current, and that the testing equipment being used is acceptable to the state of Utah and the city and is in proper operating condition.
7. To report a failing assembly to the city within five working days from the date the failure was detected. Failure to do so may be grounds for revocation of the technician's certification.
8. To be equipped with and be competent in the use of all necessary tools, gauges, and other equipment necessary to properly test, repair, and maintain backflow prevention assemblies.
9. To tag each double check valve, pressure vacuum breaker, reduced pressure backflow assembly and air gaps, showing the serial number, date tested and by whom. The technician's license number must also be on such tag.

10. In the case of a user requiring a commercially available technician, any certified technician is authorized to make the test and report the results of the same to the user and the city. If such a commercially tested assembly is in need of repair, the same shall be performed by a plumber licensed pursuant to Utah statutes.

- F. 1. It is the duty and responsibility of the user at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made at least once per year at the user's expense. In those instances where the city deems the hazard to be great, it may require certified inspections and tests at more frequent intervals. All inspections and tests shall be performed by a certified backflow assembly technician, licensed through the state of Utah, and shall be made in accordance with the standards set forth by the Utah State Drinking Water Division.
2. Backflow prevention assemblies shall be installed in water supply lines to provide at least the degree of protection provided in the Utah Plumbing Code, Chapter 10 (Appendix J). All backflow prevention assemblies shall be exposed for easy observation and be readily accessible.
3. All backflow prevention assemblies installed in a potable water supply system for protection against backflow shall be maintained in good working condition by the user or other person or persons having control of such assemblies. The Utah State Drinking Water Division and the city may inspect such assemblies and, if found to be defective or inoperative, shall require the replacement thereof. No assembly shall be removed from use, relocated, or another assembly substituted without the approval of the city.
4. Each user shall cause all backflow prevention assemblies to be tested within 10 working days of installation.
5. No backflow prevention assembly shall be installed so as to create a safety hazard, e.g., installed over an electrical panel, steam pipes, boilers, pits, or above ceiling level. [Ord. O-03-2010 § 1 (Exh. A § 7.090)].

15.35.110 Water system extensions.

All extensions to the existing water system which are not covered by regulations in the approval of subdivisions and large-scale developments shall comply with the provisions of this section.

- A. Any person desiring to extend the water system may make application to the city council. Such application shall be considered by the city council on a case-by-case basis and the council shall approve such applications if (1) the proposed extension is to be constructed consistent with the city's

extension standards, (2) there is adequate reserve water available to supply said need, and (3) the existing distribution system is adequate to supply the needed water to the point of beginning of the extension.

- B. The application shall contain a description of the proposed extension accompanied by a map showing the location thereof. Detailed engineering drawings showing the location and size of all lines, mains, service laterals, appurtenant facilities, anticipated water pressures and fire flows shall be included. The application shall also include an extension agreement signed by the applicant in a form approved by the city council by which the applicant agrees to construct the facilities, both on-site and off-site, and accepts the conditions agreeing to reimbursement as outlined in subsection F of this section.
- C. Before any such application is approved, the city council shall refer it to the water division superintendent for his review and comment. The application may also be referred to the planning commission and the city engineer for similar review and recommendation.
- D. The design, location, materials and methods and standards of construction of water line extension shall be in accordance with city standards and specifications as approved by the city council.
- E. The city council may require the construction of oversized and off-site facilities as a condition of the approval of any application governed by this section.
- F. Upon completion of an extension, the applicant's share of the actual cost of making such extension shall be determined by the city engineer from as-built drawings to be provided by the applicant. Whenever an extension of a water main benefits property which is adjacent to the extension or extended from the end of an existing extension, other than that which is owned by the applicant, the city will enter a deferred credit on its books and records in the amount of the actual prorated cost of extension across the front of said benefited property and shall reimburse the applicant, his assignees or successors, upon collection by the city of charges assessed against such benefited property as service connections are made. All such reimbursements shall extend for a period determined by the city council from the date of the completion of the extension and acceptance by the city, or until the initial prorated cost of the extension along the frontage not owned by the applicant shall have been refunded.

A water main extension charge for each and every subsequent service connection to an extension under the provisions of this section shall be paid before such service connection is made, except for frontage owned by the applicant at the time of the application. The water main extension charge is separate and is in addition to any service connection charge required by the city. **Extension of an existing water service main shall require a construction valve to isolate the new construction for testing and flushing purposes. A**

blow off at the terminus of the water main shall be required unless a suitable alternative such as proximity to a fire hydrant is approved by the city engineer or his/her designee.

The amount of an extension charge to benefited property shall be determined by the city council. All necessary fire hydrants and appurtenances that are provided in making the extension shall be included in determining reimbursement.

All extension charges levied for purposes of reimbursement shall be determined using the costs for installing water mains of eight inches in diameter. Where the city requires that the extension be made using larger lines, the difference between the cost of installing an eight-inch water line and the size required by the city may be subject to reimbursement by the property owners which are served by said extension in accordance with the city's reimbursement policy. All cost for the line size over eight inches shall be borne by the city upon approval of the city council. All main water line extensions become the property of the city upon acceptance by the city. [Ord. O-03-2010 § 1 (Exh. A § 7.100)].

15.35.120 Water Fittings.

All water line fittings to have mega lug followers or approved fittings. All fittings, valves, saddles and other parts that have a likelihood to corrode shall be completely greased (food grade) and wrapped (8 mil min.) Anti-corrosion (anode) pits may be required in highly corrosive soils (based on soils report or on site testing).

All water main crosses and tees shall have a valve on all legs of the cross or tee. Valves shall be flanged directly to the cross or tee. Water mains of 10 inches or smaller shall require a gate valve. Mains 12 inches or larger shall require a butterfly valve unless authorized in writing by the city engineer or his/her designee.

Use ductile iron fittings that conform to the provisions of ANSI/ AWWA C110/ A21.10 or C153/A21.53 unless otherwise recommended by the manufacturer and authorized by the city engineer or his/ her designee. All PVC pipes being inserted into fittings shall have the bevel end removed.

Chapter 15.40

PRESSURIZED IRRIGATION

Sections:

- 15.40.010 General.**
- 15.40.020 Installation.**
- 15.40.030 Pipe and fittings.**
- 15.40.040 Valves and couplings.**
- 15.40.050 Meters, boxes and services.**
- 15.40.060 Flushing.**

15.40.010 General.

A. Specifications. This chapter covers the installation of pressurized irrigation lines. See standard drawings related to pressurized irrigation.

B. Pipe. Polyvinyl chloride (PVC) pipe shall be used for all pressurized irrigation mains unless authorized by the city engineer or his/her designee.

C. Size. The city must approve the sizes of all proposed pressurized irrigation lines. The minimum size of pressurized irrigation pipe is ~~four~~ **six** inches in diameter for main lines and one inch in diameter for services.

D. Location. Pressurized irrigation mains shall be located **along centerline. Pressurized irrigation may not be placed in same trench as waterline.** ~~on either the north or east side of a street, five feet from the centerline (three feet off water line). See standard drawings for utility locations. [Ord. O-03-2010 § 1 (Exh. A § 8.010)].~~

15.40.020 Installation.

A. General. Pressurized irrigation distribution and transmission systems shall be installed according to the requirements and specifications of APWA 02510. PVC pipe shall also be installed according to the requirements and specifications of AWWA C605.

B. Pipe Cleanliness. All foreign matter or dirt shall be removed from the inside of the pipe before it is placed and it shall be kept clean during and after laying. No debris, tools, or other materials shall be placed in the pipe during laying operations. When laying of pipe is not in progress, the pipe shall be closed by a watertight plug.

C. Minimum Cover. All pressurized irrigation mains shall have a minimum cover of ~~two~~ **three** feet to the top of the pipe.

D. Identification Tape. All pressurized irrigation mains shall be installed with identification tape that meets the requirements and specifications of APWA 02320. Tape shall be buried 12 inches below grade.

E. Lateral Displacement. All pipes shall be protected from lateral displacement resulting from impact or unbalanced loading during backfilling operations.

F. Restraining. Either thrust blocks or mechanical retaining devices shall be used for all tees, valves, plugs, caps, and bends. Restraining shall be accomplished according to the standard drawings.

G. Connection to Existing Pressurized Irrigation Lines. The contractor will be responsible to verify actual size, type of material, and location of existing utilities in the field. The fittings and materials required for construction must be approved by the city engineer or his/her designee. Where fitting sizes, such as tees and crosses, are shown on the plans, those sizes will be used. However, no attempt has been made to show all needed fittings or materials. [Ord. O-03-2010 § 1 (Exh. A § 8.020)].

H. Drains shall be installed at all low points on pressurized irrigation and connected to storm drain inlets. Pipes shall be sloped to low points to allow drainage.

15.40.030 Pipe and fittings.

A. General. Polyvinyl chloride (PVC) pipe shall be used for all pressurized irrigation mains 12 inches in diameter and smaller unless otherwise authorized by the city engineer or his/her designee. Ductile iron or polyethylene pipe shall be used for pressurized irrigation mains larger than two inches in diameter. Only PVC or polyethylene pipe may be used in corrosive soils.

B. Polyvinyl Chloride (PVC) Pipe. PVC pipe shall meet the requirements and specifications of APWA 15014 and AWWA C900, C905, and C909. Only purple, pressure class 150 psi pipe may be used for pressurized irrigation mains.

C. Ductile Iron Pipe. Ductile iron pipe shall meet the standards and specifications of APWA 15011. Only a pressure class of 150 psi or larger may be used. A tubular purple polyethylene encasement must be installed according to AWWA C105 over all ductile iron pipe and fittings. Flanges, when required, shall meet the requirements and specifications of AWWA C115.

D. Polyethylene Pipe. Polyethylene pipe shall meet the standards and specifications of APWA 15013.

E. Steel Pipe – Lined and Coated. Steel pipe shall meet the standards and specifications of APWA 15010.

F. Fittings. Use ductile iron fittings that conform to the provisions of ANSI/AWWA C110/A21.10 or C153/A21.53 unless otherwise recommended by the manufacturer and authorized by the city engineer or his/her designee. All PVC pipes being inserted into fittings shall have the bevel end removed. All the bolts

and nuts of all the fittings shall be greased. All fittings shall have an eight mil vinyl wrap plastic cover.
[Ord. O-03-2010 § 1 (Exh. A § 8.030)].

G. Pipe zone

15.40.040 Valves and couplings.

A. General. All valves shall meet the requirements of APWA 02510 and 15030.

B. Resilient Seated Gate Valve. All valves on ~~four~~ six-inch to 10-inch water mains shall be resilient seated gate valves. Valves shall also be of iron body, have nonrising bronze stems and meet the following specifications:

1. Mechanical Joint. When valves are mechanical joint, they shall be furnished with all necessary glands, followers, and bolts and nuts to complete installation.
2. Valve Stems. Bronze valve stems shall be interchangeable with stems of the double disc valves of the same size, direction of opening and manufacture.

C. Butterfly Valve. All valves 12 inches and larger shall be butterfly valves which meet the requirements and specifications of APWA 02510, 15030 and the following specifications:

1. General. Valve bodies shall be cast iron, ASTM A126, Class B. Body ends shall be flanged with facing and drilling in accordance with ANSI B16.1, Class 125; or mechanical joint in accordance with AWWA C111. All mechanical joint end valves shall be furnished complete with joint accessories (bolts, nuts, gasket, and glands). All valves shall conform with AWWA Standard C504, Table 3, Laying Lengths for Flanged Valves and Minimum Body Shell Thickness for All Body Types.
2. Disc. Valve disc shall be ductile iron ASTM A536, Grade 65-45-12. Valve disc shall be of the offset design providing 360-degree uninterrupted seating.
3. Shaft Bearings. Shaft bearings shall be contained in the integral hubs of the valve body and shall be self-lubricated sleeve type.
4. Coating. All valves shall be coated with epoxy in conformance to AWWA Standard C550, latest revision.

Interior wetted ferrous surfaces shall be coated a nominal 10 mils thick for long life, and body exterior shall have a minimum of three to four mils coating thickness in order to provide superior base for field-applied finish coats.

D. Valve Boxes. All buried valves shall be installed complete with two-piece, cast iron, slip-type, five-and-one-quarter-inch shaft valve box with drop lid. The lid shall have the word "IRRIGATION" or "DRAIN" according to the standard drawing cast in the metal.

Valves and valve boxes shall be installed where shown on the drawings. Valves and valve boxes shall be set plumb. Valve boxes shall be centered directly over the valve. Valves shall be aligned with property lines where possible. Earth fill shall be carefully tamped around the valve box to a distance of four feet on all sides of the box, or to the undisturbed trench face if less than four feet. Valves shall have the interiors cleaned of all foreign matter before installation.

All tops of valve boxes located in streets shall be installed one-quarter inch below grade. When a one-inch overlay is required a year after the road construction, the pavement surrounding the valve box shall be neatly cut to form a 30-inch round opening with the valve box centered, and a concrete collar shall be cast around the box. Valve boxes in off-road areas shall extend six inches above grade. Lid detail shall be similar to Comco C6517.

E. Couplings. Couplings shall be equal to the product of Smith-Blair or Dresser with cast iron couplings being used on all cast iron and PVC pipe. Couplings shall be straight, transition, or reducing style as required by the specific installation. All steel fittings and bolts shall be coated with a nonoxide coating and wrapped with polyethylene.

F. Pressure Regulation Valves. Pressure regulation valves (PRV) which are required in a development shall be designed by the developer's engineer and the design shall be submitted to the city engineer or his/her designee for review and approval prior to starting construction. All PRVs shall be Cla-Val with bypass, be placed in a concrete vault and have telemetry included.

G. Tapping Valves. Tapping valves may only be used when previously approved by the city engineer or his/her designee. Tapping saddles with an "O" ring may be used if the water main line to be tapped is larger than the new water main line. Where the tap is the same size as the existing main, cast iron or stainless steel tapping sleeves shall be used which encase the full perimeter of the pipe. The valve shall be a tapping valve with a guide lip on the flanged side. The opposite side of the valve shall have a mechanical joint connection.

H. Air Vacuum and Release Valves. Combination air, vacuum and release valves shall be installed according to the standard drawings at high points in the system as required by the city. [Ord. O-03-2010 § 1 (Exh. A § 8.040)].

15.40.050 Meters, boxes and services.

A. General. See the standard drawings for pressurized irrigation services. The minimum size of new pressurized irrigation service lines is one inch **IP**. Pressurized irrigation services shall be installed after

electrical services. Every lot, including both sides of a twin home lot, shall have its own pressurized irrigation service.

B. Placement and Location. All meters and boxes shall have their location and grade staked prior to installation. No meters or boxes shall be set in sidewalks or driveways. Service taps shall be a minimum of 36 inches apart. No taps will be allowed within 36 inches of the end of the pipe. Service laterals shall extend perpendicular from the main to the meter box. For dual pressurized irrigation services, laterals shall extend perpendicular from the main to the tee. If a meter must be moved it may only be displaced a maximum of 24 inches to either side. If it must be moved more than 24 inches, a new service line must be installed. When a new service line is installed, the old corporation stop shall be shut off at the main and the old service line cut two feet from the main.

C. Meters and Boxes. All meters shall be paid for by the developer and purchased by the city. Meter boxes and pressurized irrigation boxes shall be in good repair. They shall not set at an angle or in a crushed or dented condition. The inside of boxes must be free of obstructions such as dirt, rocks or debris. Meters shall be installed by the developer or contractor.

D. Polyethylene Pipe. Only CTS SDR9 200 psi purple polyethylene pipe shall be used for pressurized irrigation service lines. Pipe damaged by scratches, cuts, kinks or buckled areas shall not be installed. The bottom of the trench shall be flat with no hollows, no lumps and no rock. If these conditions do not occur, pipe must be bedded in coarse sand. No rocks shall be allowed within six inches of pipe. Pipe shall be cut with either a wheel- or scissor-type tubing cutter with a blade specifically designed for plastic. Cuts shall be square and clean. Cutter manufacturer instructions shall be followed when cutting pipe. All connections shall have stainless steel stiffeners. There shall be no unnecessary bending of pipe. Taps shall be exactly horizontal to the pressurized irrigation main. If bending cannot be avoided, maximum bending radius shall be 25 times the pipe diameter. There shall be no bending within three feet of a fixed point and no "S" shape curves. [Ord. O-03-2010 § 1 (Exh. A § 8.050)].

15.40.060 Flushing.

A. General. All pressurized irrigation lines shall be flushed before being placed in service. Flushing shall be accomplished through the end of each line.

B. Velocity. The contractor shall install a tap sufficient in size to provide for two-and-one-half-foot-per-second flushing velocity in the line. The following is the flow quantity required to provide a two-and-one-half-foot-per-second flushing velocity:

FOR FLUSHING (pipe diameter)	FLOW REQUIREMENTS (flow in gallons per minute)
4 inches	100

6 inches	220
8 inches	390
10 inches	610
12 inches	880
16 inches	1,567
18 inches	1,980
20 inches	2,450
24 inches	3,525
30 inches	5,507

[Ord. O-03-2010 § 1 (Exh. A § 8.060)].

Chapter 15.45 SEWER LINES

Sections:

- 15.45.010 General.**
- 15.45.020 Sewer pipe.**
- 15.45.030 Sewer main bedding materials.**
- 15.45.040 Sewer connection fees.**
- 15.45.050 Manhole bases.**
- 15.45.060 Connecting to existing sewers.**
- 15.45.070 Sewer laterals.**
- 15.45.080 Minimum slopes.**
- 15.45.090 Cleaning.**
- 15.45.100 Sewer lift stations.**
- 15.45.110 Discharging waste from cesspools and septic tanks at sewage treatment plant.**
- 15.45.120 Septic systems.**

15.45.010 General.

The installation specifications for sewer systems shall conform to the APWA Standard Specifications unless noted otherwise in this chapter. [Ord. O-03-2010 § 1 (Exh. A § 9.010)].

15.45.020 Sewer pipe.

Nonreinforced concrete, reinforced concrete, and PVC piping shall be used with Eagle Mountain City under the specifications and conditions in the respective pipe sections. Sanitary sewer shall be located on the south or west side of the street, five feet from the centerline. Water mains shall be minimum one foot vertical above the sewer. Separation between water and sewer mains shall be 10 feet (horizontally) minimum unless authorized in writing by the city engineer or his/her designee. [Ord. O-03-2010 § 1 (Exh. A § 9.020)].

Sewer mains shall be owned and maintained by the City and includes all mainlines and manholes. Laterals extending from the home and connecting to the mainline are private and are the responsibility of the homeowner to maintain or correct failures should they occur regardless of the location relative to the right of way.

15.45.030 Sewer main bedding materials.

Pipe bedding for sewer mains shall consist of three-quarter-inch or pea gravel, and shall extend six inches below and to the sides of the sewer main, and 12 inches above crown of pipe, or one pipe diameter, whichever is larger. [Ord. O-03-2010 § 1 (Exh. A § 9.025)].

15.45.040 Sewer connection fees.

A. Sewer Connection Fee. The schedule of charges to be imposed for sewer connections shall be set by the city council from time to time by resolution.

B. Reimbursement of Sewer Main Line Assessment Charges. When a main line or trunk line has been installed at the expense of some third party other than the owner of adjacent property to the street or easement in which a main or trunk line has been extended, is connected to by the adjacent property developer and an assessment is made against the property benefited by the main line, the third party who advanced the cost of installing the main or trunk line shall be entitled to reimbursement for that portion of the expenses incurred by him which is actual cost of extension with a maximum reimbursement not to exceed the actual cost incurred by the developer in making the main line extension go past the property of the developer who subsequently connects on the main or trunk line. Extension reimbursements shall not be paid after the expiration of 10 years from the original date of installation of the main or trunk line.

Third party other than owner of adjacent property to the street or easement, in which a main or trunk line has been extended, shall file a report of actual cost of such main line extension with Eagle Mountain City. The report shall be the basis for assessment made against the property benefited by main line extension.

Before any sewer connection request by adjacent property is approved, such assessment made against the property shall be paid to Eagle Mountain City. Such payment shall be made to the party entitled to such payment by Eagle Mountain City. A fee in the amount established by the city will be collected by Eagle Mountain City for the administration of the fund transfer.

In no event shall the right of reimbursement exceed the amount of actual cost of extension. [Ord. O-03-2010 § 1 (Exh. A § 9.030)].

15.45.050 Manhole bases.

Manhole bases shall be constructed of concrete to the dimensions shown on the drawings. Main line sewer pipe and projecting ends of the sewer and pipe stubs shall be adequately supported to prevent displacement from line or grade during installation of the base. All manholes shall have the invert shape as indicated on the standard details to provide an adequate channel between the inlet and outlet pipes. The entire surface of the manhole invert, including channels and shelves, shall be steel-toweled to a smooth dense surface. All inverts of junction manholes shall be shaped while the bases of the manholes are under construction. All inverts shall follow the grades of the pipe entering the manholes. Manholes shall have a 0.20 foot fall through manhole. Rubber boots shall be provided to connect the inlet and outlet pipes and provide watertight joints. Manholes with more than two pipes entering/ leaving or where the flow-through angle of the two is less than 90 degrees shall require a 60 inch manhole. In no circumstance

shall more than 5 pipes be allowed to enter/ leave a manhole including lateral lines. [Ord. O-03-2010 § 1 (Exh. A § 9.050)].

15.45.060 Connecting to existing sewers.

Manholes used to connect the sewer to the existing sewer shall be plumb and centered on the existing sewer. The new pipe shall be placed against the existing pipe at the elevation designated by the engineer and the base poured as specified above. Care shall be taken not to disturb the alignment of the existing sewer during the excavation procedure. Any damage to the existing sewer shall be repaired. When connecting to existing manhole or stub pipe a test ball shall remain inflated in the downstream pipe to prevent contamination of existing mains. [Ord. O-03-2010 § 1 (Exh. A § 9.060)].

15.45.070 Sewer laterals.

Service lines shall be constructed of substantial materials approved by the Utah Plumbing Code for the particular application. Minimum pipe size shall be four-inch diameter. Sewer lateral cleanouts may not be placed under any permanent structures, including porches or bay windows. Any cleanouts exposed to vehicular traffic shall have traffic rated triangular covers.

All sewer laterals shall be connected to concrete sewer mains by use of the tapping tee (cast iron), a wax bowl ring and then secured with plumber's tape and concrete or a wye connection. Connections to PVC shall use tapping tees. Sewer laterals to extend 12 feet beyond property line and marked with a two-inch by ~~two~~ four-inch board at the end and a two-inch "S" stamped on the face of the curb and gutter. Any bend in a service line between the main line and the property line greater than 22.5 degrees needs to have a cleanout. No 90-degree bends are allowed. No laterals will be allowed to connect to manholes. The minimum cover of sewer laterals is three feet six inches at the property line. [Ord. O-03-2010 § 1 (Exh. A § 9.070)].

15.45.080 Minimum slopes.

Slopes shall be designed to have a two-foot-per-second velocity unless otherwise approved by the city engineer. Slope shown on construction drawings shall be calculated based on the length of pipe from the edge of manhole to the edge of the next manhole. Minimum slopes for different size pipes are as follows:

Minimum Sewer Main Slopes

Pipe Diameter	Minimum Slope
4 inches	2%

Minimum Sewer Main Slopes

Pipe Diameter	Minimum Slope
6 inches	1%
8 inches	0.334%
10 inches	0.248%
12 inches	0.194%
14 inches	0.158%
15 inches	0.144%
16 inches	0.132%
18 inches	0.113%
21 inches	0.092%
24 inches	0.077%
27 inches	0.066%
30 inches	0.057%
36 inches	0.045%

[Ord. O-03-2010 § 1 (Exh. A § 9.080)].

15.45.090 Cleaning.

After the sewer lines have been laid and the trench backfilled, they shall be thoroughly cleaned and tested for leakage and alignment in the presence of the city engineer or his/her designee before acceptance by the owner. Cleaning shall be done using a high pressure jet cleaning machine, producing a minimum of 800 psi. Wastewater and debris shall not be permitted to enter sewer lines in service, but shall be removed by a “sucker truck” at the lowest manhole of the extension. Such cleaning shall be done by private crews at the expense of the owner.

A. Displacement Test. The displacement test shall be conducted by the developer and inspector in the presence of the engineer and shall consist of the following: all sewer mains shall be washed and inspected using a television inspection unit. The televised inspection of any mains which reveals broken, misaligned or displaced pipe, or other defects, as designated by the city engineer or his/her designee, shall be remedied by the contractor. The televised inspection shall have the slope of pipe shown on tape

throughout the inspection. After cleaning and inspection have been completed, the line shall be tested for leakage as specified in subsection B of this section.

B. Leakage Tests. The low pressure air test shall be conducted by the following method under the direction of the city engineer or his/her designee with equipment equal to Cherne Industrial, Inc.

All wyes, tees, or ends of lateral stubs shall be suitably capped and braced to withstand the internal test pressures. Caps shall be easily removable for future lateral connections or extensions. After a manhole to manhole section of line has been backfilled and cleaned, it shall be plugged at each manhole with pneumatic plugs.

Low pressure air shall be introduced into the sealed line until the internal air pressure reaches four psig greater than the average back-pressure of any ground water that may be over the pipe. At least two minutes shall be allowed for the air pressure to stabilize.

The portion of line being tested shall be accepted if the portion under test does not lose air at a rate greater than 0.003 cubic feet per minute per square foot of internal pipe surface or two cubic feet per minute minimum when tested at an average three psig greater than any back-pressure exerted by ground water that may be over the pipe at the time of the test.

The pipe and joints shall also be considered acceptable when the time required in minutes for pressure to decrease from three and one-half to two and one-half psig (greater than the average back-pressure of any ground water that may be over the pipe) shall not be less than the time shown for the given diameters in the following table:

Pipe Diameter in Inches	Minutes
4	2.0
6	3.0
8	4.0
10	5.0
12	5.5
15	7.5
18	8.5
21	10.0

Pipe Diameter in Inches	Minutes
24	11.5

If the installation fails to meet this requirement, the contractor shall determine at his/her own expense the source of leakage. He/she shall repair or replace all defective materials and/or workmanship. All sewer mains shall be tested, cleaned and accepted by Eagle Mountain City before laying the street surface. [Ord. O-03-2010 § 1 (Exh. A § 9.090)].

15.45.100 Sewer lift stations.

Sewer lift stations that are required in a development shall be designed by the developer's engineer **according to city standards** and the design shall be submitted to the city engineer or his/her designee for review prior to starting construction. Lift stations will be the screw-type design, will have standby power, telemetry, and will be designed for regional areas, not individual subdivisions. Where applicable, a dry well/wet well design may be used as approved by the city engineer. Sewer lift stations will not be allowed if gravity flow can be accommodated. [Ord. O-03-2010 § 1 (Exh. A § 9.100)].

15.45.110 Discharging waste from cesspools and septic tanks at sewage treatment plant.

It shall be unlawful for any person, firm or corporation to discharge the waste material collected and gathered in cleaning cesspools or septic tanks at any place within the corporate limits of the city, except at the designated site created for such purposes at the sewage disposal treatment plant of Eagle Mountain City. Illegal discharges may result in fines up to \$2,480. [Ord. O-03-2010 § 1 (Exh. A § 9.110)].

15.45.120 Septic systems.

It is unlawful to construct a septic system within the city boundaries except in accordance with Chapter 13.20 EMMC. Septic systems approved in accordance with Chapter 13.20 EMMC must also be approved in writing by the Utah County health department prior to issuance of a building permit. Notwithstanding approval of a septic system in accordance with Chapter 13.20 EMMC, the city may require a property owner to connect to the sewer system at the property owner's cost and expense if the city determines, in the city's sole and absolute discretion, that the individual septic system, or the combination of multiple septic systems, is polluting the stormwater or groundwater within the city, impairing any culinary or municipal wells located within the city, or violating any existing or future water source protection overlay zones. [Ord. O-07-2015 § 2 (Exh. A); Ord. O-03-2010 § 1 (Exh. A § 9.110)].

Chapter 15.50 STORM DRAINS

Sections:

15.50.010 General.

15.50.020 Pipe.

15.50.030 Minimum slopes.

15.50.040 Cleaning and testing. (APWA 33 08 00)

15.50.050 Sumps.

15.50.060 Retention/detention basins.

15.50.070 Storm Water Pollution Prevention Plan.

15.50.010 General.

The installation specifications for storm drain systems shall conform to the APWA Standard Specifications unless noted otherwise in this chapter.

All development projects which will increase the storm runoff above what would be expected for an undisturbed site shall be required to provide onsite retention or detention. Such runoff shall be accommodated onsite to match the intensity for a 80th percentile storm event or as otherwise directed by the City's UPDES permit or by state code. Storm events larger than that are allowed to release at a rate consistent with the predeveloped conditions of the site. On site retention may be provided throughout the development or in 1 specific location. All storm drain pipes shall have a minimum cover of two feet. Minimum size of storm drains is 12-inch diameter for tie-ins and 15-inch diameter for main lines.

No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process waters to any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the director. Industrial cooling water or unpolluted process waters may be discharged, on approval of the director, to a storm sewer, combined sewer or natural outlet.

Storm drain manholes and sumps shall meet confined space requirements, and shall be equipped with ladder rungs and other such devices as required to ensure public safety. [Ord. O-03-2010 § 1 (Exh. A § 10.010)].

15.50.020 Pipe.

Piping used for storm water conveyance includes concrete and HP ADS piping. All pipe shall conform to the material and installation specifications included in this chapter. Storm drain bedding materials shall consist of $\frac{3}{4}$ " gravel and extend 6 inches below and to the sides of the pipe and twelve (12) inches above the crown of the pipe. [Ord. O-03-2010 § 1 (Exh. A § 10.020)].

15.50.030 Minimum slopes.

Minimum slopes for different size pipes are as follows:

Minimum Storm Drain Main Slopes	
Pipe Diameter	Minimum Slope
12 inches	0.194%
14 inches	0.158%
15 inches	0.144%
16 inches	0.132%
18 inches	0.113%
21 inches	0.092%
24 inches	0.077%
27 inches	0.066%
30 inches	0.057%
36 inches	0.045%

[Ord. O-03-2010 § 1 (Exh. A § 10.030)].

15.50.040 Cleaning and testing.

After the storm drain lines have been laid and the trench backfilled, they shall be thoroughly cleaned and tested for leakage and alignment in the presence of the city engineer or his/her designee before acceptance by the owner. Cleaning shall be done using a high pressure jet cleaning machine, producing a minimum of 800 psi. Wastewater and debris shall not be permitted to enter storm drain lines in service, but shall be removed at the lowest manhole of the extension. Such cleaning shall be done by private crews at the expense of the owner.

Storm drain lines will be required to have a mandrel or TV test prior to acceptance and prior to the release of the warranty bond. Storm drain boxes or manholes shall be air tested under the general

observation of the City inspector. No reverse slope will be allowed. No deflection from line or grade will be allowed.

[Ord. O-03-2010 § 1 (Exh. A § 10.040)].

15.50.050 Sumps.

Sumps shall not be used in Eagle Mountain City unless approved by the city engineer. If approved, all sumps must be constructed with a grease trap.

Additionally, sumps shall only be located as staked in the field and indicated on the plans. They shall be to the grade indicated by the cutsheets and as staked in the field. Excavation and backfill shall conform to Chapter [15.30](#) EMMC. If the sump is located in an area where the earth is stratified with gravel layers, care shall be taken during backfill to be sure that these layers are not sealed off from the sump beginning three feet below the bottom of the sump up to the top of the subgrade. One- to three-inch diameter drain rock shall be used. The original material shall be removed and the total backfill done with imported drain rock. After backfilling is completed, the entire excavation shall be thoroughly flooded to ensure that settlement is complete. Grates shall be set in place and adjusted for final elevation and alignment. The city requires a fabric barrier between the drain rock and road base (or other backfill).

Sumps may only be constructed of reinforced concrete, precast sections, and shall meet the requirements of ASTM C478-73 in accordance with standard detail drawings S-15, S-16, and S-17. Sumps shall have eccentric lids to ensure adjustments in alignment. [Ord. O-03-2010 § 1 (Exh. A § 10.050)].

15.50.060 Retention/detention basins.

A. Retention Basins. All retention basins shall be constructed with a maximum water depth of four feet. All retention basins shall have a series of interconnected sumps connected to curb inlet boxes or storm drain main lines. All retention basins shall be landscaped in accordance with city standards. All retention basins shall be constructed with a minimum slope of 5:1.

All retention basins shall be constructed for drainage areas designated in the general plan. Basins for smaller areas may be allowed only with prior written approval of the city engineer or his/her designee.

B. Detention Basins. All detention basins shall be constructed with a maximum water depth of 18 inches, with that depth remaining for no longer than a six-hour period. Detention basins must be landscaped and they may be located in park and recreational areas. Each detention basin shall have a manually controlled outlet to a storm drain main line. Detention ponds greater than 18 inches must have a minimum

side slope of 5:1. Fencing around detention ponds may be required as determined by the city engineer or his/her designee.

C. All ponds must be certified prior to acceptance

Ponds must be constructed as they are required for the detention of the proposed improvements. If the ultimate design of a subdivision has located the detention basin in a future phase of the subdivision, either a temporary detention basin must be constructed, or an easement for the approved detention must be given to the city and the detention basin must be constructed with the required phase. [Ord. O-03-2010 § 1 (Exh. A § 10.060)].

15.50.070 Storm Water Pollution Prevention Plan.

A storm water pollution prevention plan meeting all requirements as mandated by the state of Utah Department of Environmental Quality shall be required and maintained for all construction within a subdivision. Elements of this SWPPP shall include BMPs to protect the existing and natural storm drainage systems from incurring increased sedimentation. BMPs will include at a minimum silt fences, inlet protection, and stabilized construction entrance. All inlet protection to meet or exceed ASTM D8057 inlet protection standard. Additional BMPs may be required as needed and determined by a certified storm water plans reviewer. The SWPPP is to be approved by the city engineer or his/her designee. The approved SWPPP plan is to be maintained while any construction activities are occurring within a subdivision. Modifications may be made to the SWPPP during the construction process if it becomes evident that additional modifications are needed to protect storm drainage structures or adjacent properties. The SWPPP and all accompanying documentation are to be available electronically at the project site at the time of an on-site inspection or upon request by the DWQ, EPA, or the MS4. The Storm Water Phase II Final Rule, Construction Rainfall Erosivity Waiver, is not offered.

On sites disturbing greater than one acre of land and all commercial sites, the SWPPP sign must be a minimum of four feet wide and three feet tall, bottom of sign placed two feet minimum off the ground, white background with red and black lettering. Pertinent information shall be located at the bottom of the SWPPP sign and shall include the following: authorization to discharge letter/notice of intent (NOI), electronic SWPPP access link, site notice, and the public notice sheet.

Redevelopment projects disturbing greater than one acre, including projects part of a common plan of development or sale which disturbed an acre or greater must provide a site-specific plan for net gain to onsite storm water retention or a reduction to impervious surfaces. Redevelopment projects increasing impervious surfaces by greater than 10% must prevent off-site discharge of the net increase in storm

water volume associated with precipitation from all rainfall events less than or equal to the 80th percentile rainfall event.

Single-lot residential home SWPPP signs to be 24 inches wide and 18 inches tall (realtor size) with the bottom of the sign placed a minimum of 12 inches off the ground, front of sign to face toward street and have white background with "SWPPP" in black or red lettering, along with UPDES number. Back of sign to have authorization to discharge letter/NOI and electronic SWPPP access link.

An appeals process shall allow a construction operator to appeal an enforcement option. The appeal process will be included as part of the city's procedures and will be posted in a publicly available location. [Ord. O-21-2022 § 2 (Exh. A); Ord. O-02-2020 § 2 (Exh. A); Ord. O-21-2016 § 2 (Exh. A); Ord. O-13-2015 § 1 (Exh. A)].

Chapter 15.55 RESTORATION OF SURFACE IMPROVEMENTS

Sections:

15.55.010 General.

15.55.020 Gravel surface.

15.55.030 Bituminous surface.

15.55.040 Cold weather patching.

15.55.050 Concrete surfaces.

15.55.010 General.

The contractor shall be responsible for the protection and the restoration or replacement of any improvements existing on public or private property at the start of work or placed there during the progress of the work. **All work shall comply with APWA standards unless otherwise stated in this section.**

Existing improvements shall include but are not limited to permanent surfacing, curbs, ditches, driveways, culverts, fences, walls and landscaping. All improvements including landscaping shall be reconstructed to equal or better, in all respects, in a timely manner. The contractor shall be responsible for maintaining a road surface suitable for travel by the public. He/she shall be responsible for all dust and mud control and all claims and damages resulting from his/her failure to maintain the construction area.

All road cuts shall be repaired within two working days. All asphalt to be removed must be sawcut in a smooth straight line. [Ord. O-03-2010 § 1 (Exh. A § 11.010)].

15.55.020 Gravel surface.

Where trenches are excavated through gravel surfaced areas such as roads and driveways, etc., the gravel surface shall be restored and maintained as follows:

- A. All trenching backfill shall conform to the backfill requirements in EMMC 15.30.040.
- B. The gravel shall be placed deep enough to provide a minimum of six inches of material.
- C. The gravel shall be placed in the trench at the time it is backfilled. The surface shall be maintained by blading, sprinkling, rolling, adding gravel, etc., to maintain a safe uniform surface satisfactory to the engineer. Excess material shall be removed from the premises immediately.
- D. Material for use on gravel surfaces shall be obtained from sound, tough, durable gravel or rock meeting AASHTO T27 requirements. The following requirements for grading shall be met:

Passing 1-inch sieve	100%
Passing 3/4-inch sieve	85% – 100%
Passing No. 4 sieve	45% – 65%
Passing No. 10 sieve	10% – 30%
Passing No. 200 sieve	5% – 10%

[Ord. O-03-2010 § 1 (Exh. A § 11.020)].

15.55.030 Bituminous surface.

Where trenches are excavated through bituminous surfaced roads, driveways or parking areas, the surface shall be restored and maintained as follows:

A. A temporary gravel surface shall be placed and maintained as required in EMMC [15.55.020](#) after the required backfill and compaction of the trench has been accomplished.

B. The trench shall be backfilled in accordance with EMMC [15.30.040](#).

C. The area over trenches to be resurfaced shall be graded and rolled with a roller weighing not less than 12 tons, or with the rear wheels of a five-yard truck loaded to capacity, until the subgrade is firm and unyielding. Mud or other soft or spongy material shall be removed and the space filled with gravel and rolled and tamped thoroughly in layers not exceeding six inches in thickness. The edges of trenches that are broken down during the making of subgrade shall be removed and trimmed neatly before resurfacing.

D. Before any permanent resurfacing is placed, the contractor shall cut the existing paving to clean, straight lines as nearly parallel to the centerline of the trench as practicable and 24 inches wider on each side of the trench than initial excavation. Said straight lines have no deviations from such lines, except as specifically permitted by the engineer.

E. Existing bituminous paving shall be cut back a minimum of 24 inches beyond the limits of any excavation or cave-in along the trench so that the edges of the new paving will rest on at least 20 inches of undisturbed soil. See also APWA Standard Detail 255, Asphalt Concrete T Patch.

F. Within two working days and weather permitting, the bituminous surface shall be restored by standard paving practices to a minimum thickness of four inches for local streets and six inches for collector, industrial, and commercial streets to match existing pavement height.

G. Pavement restoration shall include priming of pavement edges and subbase with an asphalt tack coat and placing and rolling plant mix bituminous material to the level of the adjacent pavement surfaces.

H. All pavement restoration shall conform to Chapter 15.60 EMMC. [Ord. O-03-2010 § 1 (Exh. A § 11.030)].

15.55.040 Cold weather patching.

Trenches cut during winter months or when asphalt plants are not operating shall be patched the same day of the cut with a good quality cold mix and maintained until asphalt plants open. When asphalt plants open, the cold patch shall be removed and a new patch of hot mix asphalt shall be placed within 20 days of plant opening. [Ord. O-03-2010 § 1 (Exh. A § 11.040)].

15.55.050 Concrete surfaces.

All concrete curbs, gutters, sidewalks and driveways shall be removed and replaced to the next joint or scoring lines beyond the damaged or broken sections; or, in the event that joints or scoring lines do not exist or are three or more feet from the removed or damaged section, the damaged portions shall be removed and reconstructed to neat, plane faces. On all new concrete improvements lamp black or other pigments shall be added to the new concrete to obtain the desired results.

All concrete work shall conform to the requirements of the APWA Standard Specifications. [Ord. O-03-2010 § 1 (Exh. A § 11.050)].

Chapter 15.60 STREET IMPROVEMENTS

Sections:

- 15.60.010 General.**
- 15.60.020 Pavement Design**
- 15.60.025 Bituminous Concrete Mix Design**
- 15.60.030 Quality Assurance and Materials Acceptance**
- 15.60.035 Quality Control**
- 15.60.040 Asphalt seam location.**
- 15.60.050 Warranty repairs.**
- 15.60.060 Manholes and valve boxes.**
- 15.60.070 Street Lighting.**
- 15.60.070 Street Signs.**

15.60.010 General.

All street surfacing shall comply with the APWA Standard Specifications, unless noted otherwise in this chapter.

Prior to placing asphalt surfaces, temperatures shall be a minimum of 50 degrees Fahrenheit and rising, and be expected to maintain a temperature of greater than 50 degrees for a length sufficient to complete a reasonable quantity of paving. In no instance will asphalt be allowed to be placed in temperatures less than 47 degrees. No asphalt may be placed on frozen ground, or when overnight temperatures of less than 42 degrees are expected.

A soils investigation shall be performed for all new roads and those roads for which work will be performed. The results of this investigation and a design of the road cross-section shall be submitted to and accepted by the city engineer or his/her designee. This chapter covers the preparation of subgrade, the placing of base gravel, and the placing of asphalt surface on any city street. [Ord. O-03-2010 § 1 (Exh. A § 12.010)].

15.60.020 Pavement Design

Unless approved otherwise by the city engineer or his/her designee, the public works director, or as directed by the city council pavement sections will be constructed, at minimum, in accordance with the

table below. The contractor shall submit a pavement design for each roadway to be constructed based on AASHTO 1993 or AASHTO ME practices. The pavement design should accommodate project specific traffic projections and geotechnical conditions, including expected construction traffic. ***If soils exhibit pumping or other instability, additional preparations (such as soil treatment, geotextile placement or over-excavation and placement of additional subbase layers) may also be required.*** Remediation requirements to be detailed by geotechnical report. Methods or remediation must be approved by the City Engineer or their designee. All asphalt will be placed in a maximum three inch lifts and base with a maximum of 5 inch lifts and subbase in 9 inch lifts.

Minimum Pavement Sections

Street	Arterial	Collector	Local Street* / Parking Lot
Asphalt	5"	4"	3"
Untreated Base	9"	9"	6"
Subbase**	18"	12"	9" ***
Total	32"	25"	18"

**Spline (Main Access) roads for new subdivisions must meet Collector minimum section.*

***Subbase to consist of engineered fill, meeting type A1 or A2 classifications as set forth by AASHTO, placed over scarified and compacted native earth material unless modified by the geotechnical report.*

****May be waived for placements over subgrade with a CBR of 10% or greater, tested at 95% compaction of AASHTO T-99 and with a 10lb surcharge.*

15.60.025. Bituminous Concrete Mix Design

Unless approved otherwise by the City Engineer or their designee, the Public Works Director, or as directed by the City Council, the following bituminous mixes will be used, as per APWA 32 12 05 Bituminous Concrete and as modified below:

<u>Street</u>	<u>Bituminous Mix</u>
---------------	-----------------------

Arterial

PG 64-28, SP-1/2, 75 Nd

Collector

PG 58-28, DM-3/4, 50 Blow or SP-1/2, 75 Nd

All mixes must meet the following additional requirements:

- Maximum recycled pavement allowed is 15% by weight of RAP or 15% of RAP Binder, whichever is lesser.
- PG Binders that exceed minimum requirements are acceptable.

15.60.030 Quality Assurance and Materials Acceptance.

A. Asphalt Pavement Material Tests. Material tests will be conducted by the City when the City Engineer or his/her designee considers it necessary.

B. Compaction Tests. The City will test all bituminous pavement for compaction and asphalt cement content. Test locations shall be determined by the City but will generally be taken 3 per 200 lineal foot of street or 1 per 2,000 square foot of paved area. Use core density to determine compaction acceptance. Use the following actions for compaction acceptance or correction.

COMPACTION ACCEPTANCE

Density, in Percent*		Action
Average	Lowest Test	
93.0 to 97.0	90.0 or greater	Placement Accepted
93.0 to 97.0	Less than 90.0	Evaluate and Remediate Low Tests**
Less than 93.0	90.0 or greater	Evaluate and Remediate Full Pavement***
Less than 93.0	Less than 90.0	Placement Rejected

**Carry all calculations to minimum 1 decimal point.*

***Evaluate to determine extent of low-density areas. Remediation to include localized removal and replacement with acceptable placement.*

****Provide evaluation by Pavement Engineer addressing structural performance and remediation recommendations for approval by City Engineer.*

C. Grading Inspection. The subgrade, sub-base, and road base shall all be graded to an engineered red-head and accepted by Eagle Mountain City. Red-heads shall be placed every 50 feet at the crown of the road. If the distance between redheads and edge of pavement exceeds 25 feet additional redheads shall be installed halfway between the crown and edge of pavement. Red-heads shall also be placed every 50 feet at the edge of pavement where there is no curb and gutter.

D. Thickness Test. Material depth tests will be conducted by the City when the City Engineer or his/her designee considers it necessary. Depth analysis shall be made on at least four test holes for each section, excavated and filled by the contractor. Base thickness shall be accepted if 75% of the test holes are less than 1/4" below the specified thickness and no individual hole shall be more than 3/4" below the specified thickness. ~~Work with sub-standard thickness may be accepted at reduced price if the appropriate pay factor for the lowest tested thickness is applied to all of the substandard work.~~

E. Bituminous Concrete Surface: Unless otherwise directed, the Contractor will be responsible for determining the depth of the bituminous surfacing in accordance with APWA 32 12 13.16, using cores, with the following modifications.

1. At the discretion of the City, ~~the City may allow the contractor to~~ verify surfacing thickness through use of Ground Penetrating Radar (GPR). Thickness determined by GPR will be based on the depth on the trace where 95% of the trace meets or exceeds. The City may allow thickness determined by GPR to supersede coring results.
2. The following table outlines the pay factors for sub-standard asphalt pavement thickness:

THICKNESS ACCEPTANCE

Thickness Deficiency, In Inches*		Action
Average	Lowest Sublot	

0.00 to 0.25	0.00 to 0.375	Placement Accepted
0.00 to 0.25	Greater than 0.375	Evaluate and Remediate Sublot**
Greater than 0.25	NA	Remediate Full Pavement***

**Carry all calculations to minimum 2 decimal points.*

***Evaluate to determine extent of low-density areas. Remediation to include localized removal and replacement with acceptable placement or mill/overlay with sufficient additional thickness to meet design requirements. Minimum overlay thickness must meet specification minimums based on aggregate gradation.*

****Remediate Entire Lot. Remediation to include localized removal and replacement with acceptable placement or mill/overlay with sufficient additional thickness to meet design requirements. Minimum overlay thickness must meet specification minimums based on aggregate gradation.*

F. Profile Tolerance Inspection. Profile tolerance inspections may be required by the City any time within a year of paving. Collector and arterial streets shall meet the requirements of APWA 32 12 16 (Plant-Mix Asphalt Paving). For local streets profiling, the maximum vertical distance from the pavement surface to a straight edge is:

- a. 1/4-inch in 10 feet parallel to centerline.
- b. 3/8-inch in 10 feet perpendicular to centerline except at cross section grade breaks.

G. Longitudinal Joints. Construct all longitudinal and transverse joints such that the upslope edge of the joint is level or slightly above downslope edge and within 10 foot straight-edge requirements. Remediate all joints that do not conform to this requirement.

H. Asphalt Concrete Temperature Test. This test shall be conducted on the first three loads of asphalt concrete installed, and on one in four of all future loads as required by the City. Testing shall be conducted according to the requirements and specifications of APWA 32 12 16 (Plant-Mix Asphalt Concrete Paving). Temperature gauge shall be allowed to stabilize for 1 minute before taking reading if using probe type. If using infrared "gun" type, reading shall consist of an average of a minimum of 3

readings, where reading is taken immediately after displacing a minimum of 2 inches of material from the surface being tested and the “gun” is within 18” of the surface being tested.

I. Asphalt Paving Limitations. Pave according to Section 02741 Part 3.8 of the current Standard Specifications for Road and Bridge Construction published by the Utah Department of Transportation (UDOT) unless otherwise approved by the City Engineer or his/her designee. Place HMA between April 15 and October 15, and when the air temperature in the shade and the roadway surface temperature are above 50 degrees Fahrenheit. In the event the City Engineer approves paving between October 15th and April 15th, an overlay in the spring will be required as outlined in the table below. Do not place HMA on frozen base or during adverse climatic conditions such as precipitation or when roadway surface is icy or wet. Use a release agent that does not dissolve asphalt and is acceptable to the City Engineer or his/her designee for all equipment and hand tools used to mix, haul, and place the HMA.

The City Engineer may, at his/her discretion, waive this date restriction requirement if outside temperatures are at least 60°F and the base material condition is approved.

15.60.035 Contractor Quality Control.

The contractor will provide the following for all paving operations:

- A. HMA Mixing Plant: Use a UDOT 514 QMP certified Asphalt Mix Plant.
 - 1. Submit plant certification documentation with mix design.
- B. Perform Quality Control efforts sufficient to demonstrate material produced meets requirements of this specification. For each asphalt production day, the contractor will provide the following:
 - 1. Testing Report: Submit Quality Control data to the Engineer within 3 working days after completion of each day of paving or prior to the start of the next paving day, whichever is sooner.
 - 2. Plant Production Report: Submit daily plant production records to the Engineer within 3 working day after completion of each day of paving or prior to the start of the next paving day, whichever is sooner.

15.60.040 Asphalt seam location.

The contact point of two adjacent asphalt placements shall be located such that the seam is at a minimum five feet from the projected edge of the lip of gutter on the higher volume roadway. Cross gutters may be required for all roadways intersecting off a roadway classified as a collector road as directed by the city engineer or his/her designee. [Ord. O-03-2010 § 1 (Exh. A § 12.040)].

15.60.050 Warranty repairs.

The city engineer or his/her designee shall determine at the time of the walkthrough the minimum type of surface maintenance that will be required for the subdivision or portions thereof. Crack sealing of seams will be required at a minimum for seams with horizontal gaps greater than one-fourth inch, or in instances which exhibit vertical separation. Slurry seals may be required in instances when asphalt patching occurs on more than 40 percent of any portion of the roadway. All slurry seals will be a Type II slurry.

All streets shall be swept clean prior to placement of slurry seal. All manholes and valves, including concrete collars, shall be protected from slurry seal. Any slurry seal in gutters or on other concrete shall be removed. A leveling course shall be applied where needed before the final slurry seal is laid. [Ord. O-03-2010 § 1 (Exh. A § 12.050)].

15.60.060 Manholes and valve boxes.

All manhole covers and valve boxes shall be raised to the proper grade after the placement of pavement. The cover shall be removed and raised to the proper elevation with concrete setting the frame one-quarter inch below the pavement grade. The following types of rings can be used:

A. Four thousand psi concrete can be used with epoxy coated rebar with 2 rings ~~maximum~~ **minimum** each collar.

B. Six thousand psi concrete will be used with fiber mesh 1.5 pounds per yard ¾ inch monofilament.

All adjustments in the elevation from the manhole cone/ lid to be made with whirly gig, manhole riser collar system or equivalent. All adjustments in elevation to water valve boxes are to be made in the top "sliding" riser. If grade cannot be reached with existing top another base section cut to grade must be used. [Ord. O-03-2010 § 1 (Exh. A § 12.060)].

15.60.060 Street Signs.

All signs, post, and hardware shall be installed in accordance to the MUTCD Standards.

Sign post shall be 2-3/8" round post, galvanized inside and out, powder coated with 8017 brown, 16 gage with no holes, crash tested and NCHRP 350 approved.

All post shall have a galvanized dome rain cap and powder coated with 8017 brown.

Signage shall be installed to post with a sign clamp assembly, center bolt and U-bolt to be ½" diameter.

Post shall be anchored to a V-loc 23VRN anchor for 2-3/8" round post with a 24" leg, with stabilizer bolt, and wedge.

All anchors shall be driven into soil, no digging and burying shall be allowed.

All signage shall be marked in the bottom corner (1/4" tall, 1" wide) with date and year sign was made.

15.60.080 Seal Coat

A seal coat fee shall be required for all new roads for the purpose of installing a seal coat on all new asphalt pavement approximately one year after final acceptance of development and/or minimum of 80 percent construction completion, to be determined by the city. The seal coat fee shall be a cash payment at the time of plat recording. The seal coat fee shall be paid by developer based on the total cost for seal coat at the current contract rates for the city for the anticipated date of the installation of the seal coat. The installation of seal coat shall be the responsibility of the city unless, at the time of payment of the seal coat fee, developer requests that the city allow developer to install the seal coat. If developer requests that city allow developer to install the seal coat, the city shall notify the developer at the time the city requires installation of the seal coat and provide developer 90 days to complete installation of the seal coat. The seal coat must meet all standards, specifications and warranties of the seal coat that would be installed by the city. Upon completion of the seal coat by the developer, the city shall refund the seal coat fee to the developer. [Ord. O-31-2021 § 2 (Exh. A); Ord. O-14-2021 § 2 (Exh. A)].

Chapter 15.65

CONCRETE CURB, GUTTER, SIDEWALKS, AND TRAILS

Sections:

15.65.010 General.

15.65.020 ADA requirements.

15.65.030 Base material.

15.65.040 Testing and inspection.

15.65.050 Cold weather concrete.

15.65.060 Clean gutter.

15.65.070 Drive approaches.

15.65.080 Asphalt Trails.

15.65.010 General.

All concrete work shall comply with the APWA Standard Specifications, unless noted otherwise in this chapter. The work shall consist of curb and gutter, sidewalk, combination curb, gutter and sidewalk, cross gutters, and curb return constructed where indicated on the plans or as directed by the engineer and conforming in all respects to the specified lines, grades, and dimensions. A minimum slope along any curb and gutter shall be 0.7 percent and on cross gutter shall be one-half percent. Maximum grades on curb and gutter and streets shall be 10 percent. [Ord. O-03-2010 § 1 (Exh. A § 13.010)].

15.65.020 ADA requirements.

All pedestrian facilities will conform to the current federal ADA standards. Plastic inserts required per ADA mandate shall be yellow in color. [Ord. O-03-2010 § 1 (Exh. A § 13.020)].

15.65.030 Base material.

There shall be a minimum of six inches compacted crushed gravel road base under all concrete for public use on both sides. [Ord. O-03-2010 § 1 (Exh. A § 13.030)].

15.65.040 Testing and inspection.

A. Scope. All materials and processes involved in the construction shall be subject to testing and inspection as detailed in the various subsections of this section and in general compliance with ASTM E105-54T. Results of tests performed by recognized laboratories to the satisfaction of the engineer shall be accepted by the supplier as a basis for acceptance or rejection of any and all materials. Standard methods of sampling and testing shall be used. The latest appropriate ASTM tests and methods shall be considered to be standard, and will include but not be limited to concrete, cement, aggregates, additives, curing compounds, parting compounds and jointing materials.

B. Concrete. Where required by the engineer, samples of concrete will be tested to ensure quality concrete. The city engineer or his/her designee will take at least one of these tests for every 50 cubic yards of concrete poured or as required.

1. Samples of wet concrete may be tested for air content. Failure to indicate the entrained air specified in this section shall be a basis for rejection of all concrete represented by the test.
2. Samples of wet concrete may be tested for slump. Failure to indicate the required slump shall be a basis for rejection of all concrete represented by the test. **Slump to be 5 inches maximum, air to be 6% +/- 1%.**
3. Concrete compression specimens shall be taken for each pour of section as required by the engineer. Such specimens shall attain the specified strength of 28 days with the provision that no specimen may indicate a compressive strength of less than 90 percent of the strengths nominated and with further provision that results from specimens which, in the opinion of the testing authority and the engineer, are obviously faulty or defective may be rejected in determining the requirements. Should any specimens fail to satisfy these requirements, the concrete represented thereby shall be removed and replaced, except that the contractor may submit evidence based on ASTM designation C42-49 which shall be considered by the engineer in relation to this requirement.

C. Flow Tests. All curbs and gutters and cross gutters will have a flow test prior to final inspection to determine any low or high spots. (The city will be present.)

D. All forms or string lines must be inspected by Eagle Mountain City before concrete may be poured.
[Ord. O-03-2010 § 1 (Exh. A § 13.040)].

15.65.050 Cold weather concrete.

Concrete shall not be placed when a descending air temperature in the shade and away from artificial heat falls below 35 degrees Fahrenheit. Concrete shall not be poured on frozen ground. Where high temperatures are likely to descend below 32 degrees Fahrenheit, concrete shall be covered or otherwise protected against freezing. The city engineer must approve the method by which the concrete is covered or protected. Admixtures other than calcium chloride may be added upon approval of the city engineer.
[Ord. O-03-2010 § 1 (Exh. A § 13.050)].

15.65.060 Clean gutter.

Once curb and gutter and surface course is in place it shall be kept as clean as possible. When equipment is required to cross over sidewalk, bridging will be provided to protect concrete. Dirt and gravel

will not be placed in gutter or on street. Gutter will flow freely at all times. [Ord. O-03-2010 § 1 (Exh. A § 13.060)].

15.65.070 Drive approaches.

All concrete for a drive approach shall be six inches thick in the public right-of-way with six inches of gravel base compacted to 95 percent density. [Ord. O-03-2010 § 1 (Exh. A § 13.070)].

15.65.080 Asphalt Trails.

Asphalt trails shall be 10 feet wide along pedestrian corridors or unless otherwise approved by the City Council. Asphalt trails shall consist of 6 inches of base and 3 inches of asphalt and shall be placed on undisturbed native material or documented fill material properly compacted. Base shall extend past trail edges 6" both sides.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	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		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Senior Planner

RECOMMENDATION:

Staff recommends that the City Council Approve an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code 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 to include conditions approved by the Planning Commission, the depiction of Section 17.60.130 being deleted and replaced with the term "reserved" in the Title 17 Chapter 60 Table of Contents, and the following corrections (as noted in the Items for Consideration report section herein) being made:

1. That 17.60.120.I [last sentence] 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."; and,

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."

3. Add a definition and picture in 17.10.030 for "split-rail fencing"; and,

4. <Any conditions and/or revisions as may be motioned by the Council>.

BACKGROUND:

The City Council has adopted a "legislative priorities list" that the City's Legislative Affairs Director has set in writing. Among the activities to be accomplished by City Staff are a collection of code amendments. Among those amendments is a task that requires a redo of fencing standards. Note that a set of draft fencing amendments had actually been started prior to the Council designating changes to fencing codes as a "secondary priority" and endorsing their revision.

Impetus for the proposed code changes stems from Council's desire to better clarify which streets in the City require walls versus fences, issues confronted by Neighborhood Improvement, and, issues or code fixes that Staff perceives are, or will be needed, in the future.

Following presentation of a Staff report and discussion about the draft amendments, the Planning Commission recommended approval of the changes -- subject to a pair of conditions (see PC recommendation section hereafter). Staff recommends a few other changes as noted herein. The photos and/or illustrations in the draft are the same as presently codified.

ITEMS FOR CONSIDERATION:

When cited or referenced, Eagle Mountain Municipal Code is abbreviated as: EMMC followed by a decimally arranged text organization. Hereafter, the EMMC prefix is dropped for expediency with only title, chapter, section and any subsections referenced. Not all text amendment wording is commented on below as some of the language is drawn from existing code and may be simply repositioned in the draft ordinance or are self-evident standards. An outline format is used to help make more succinct draft language and aid in quick reading and understanding of regulations.

The text amendment draft set is an attempt at better explaining and

managing the City's fencing rules. Staff acknowledges that the proposed standards are at times still a bit subjective, but also finds the new standards an improvement to what is "on the books". The amendment or any of its parts are of course subject to Council approval with any alterations deemed fitting. A perfect code, one that adequately handles every possible scenario that may arise in dealing with a community's build-out will likely never be crafted.

...

Some abbreviated thoughts...

17.10.030: Definitions. This section proposed to add varying definitions pertaining to fencing, including types thereof, as such are absent from current code. It might be asked why such detail is needed. Answer: For the sake of clarity and addressing particular issues or answering questions, more detail often is more helpful than less. Establishing a community-wide standard helps maintain consistency in fencing styles/materials used by property owners and aids in code administration and enforcement. Note: A definition for a split-rail fence should have been part of the definitions. A recommended condition of approval addresses that oversight.

For example, it becomes easier to address a homeowner's complaint about his neighbor's [real life examples] OSB sheet fence, or corrugated metal fence or one scabbed together out of broken boards or other materials (e.g., rugs, cardboard, etc.) when we have a commonly acceptable wooden fence defined and regulated in code.

17.60.110.B et al, 17.60.120, 17.60.130 are proposed to be stricken from code to be effectually replaced in a re-arranged and expanded in format with the new material housed in the definitions section of code and in 17.60.120. *Section 17.60.130 should be shown as reserved in the contents listing at the top of the chapter. This needs to be fixed in the draft prior to any codification (or the codifiers may/can fix it).*

[New] 17.60.120. General fencing provisions.

Permit: Fences are not now but may be made (via the amendment set) subject to permit approval. The intent, as expressed to one inquiring Councilor, respecting any permit adopted for use (if created) is to make the same free, have fence codes copied thereon and to simply require a signature indicating their receipt by a property owner or their contractor. Intended more as an educational tool, such a permit is expected to help inform -- and help improve accountability for fence construction.

Type/style, Materials, Height, etc.: Call out of industry standard,

commonly accepted and not accepted residential and non-residential fencing types, heights and materials is provided. The goal: where changes are proposed, to help clarify agreeable fencing and support installation of consistent fencing in the City and format rules regarding the same in a simple to read arrangement. A new prohibition regarding gabion baskets is proposed. Another new addition -- given existing fencing erected in the City -- is consideration for limited use of painted hog-wire in creation of a fence even where no animals or livestock are being enclosed. Also, reference to electric fences ("full-on" security types), which are for the first time addressed by the City's code, is noted. Further, specification that no more than two material types be used in a fence is proposed for review. Non-residential fence heights are contemplated at 8'.

Public Facilities: As no standard is provided for public (e.g., City) facilities (wellhouse, cell tower base area, etc.) a simple requirement is proposed for the sake of future projects that will have screening. The intent is to prescribe a more dressed looking enclosure type to be consistently used in association with such facilities.

Roadway Screen: One of the major factors that prompted the fence code re-write. The draft amendment adds a subsection line to clarify -- and more explicitly state -- what type of screen is to be used or emplaced along or against certain kinds of roadways (i.e., local, collector, arterial, etc.) in the City as per Council's request.

Photo Examples: Same as in current code.

Residential Privacy Screens Acknowledgement/Management: Owing to instances where neighbors want more privacy than fence rules [especially height allowances] afford, this section is proposed for discussion. Privacy screens are used and allowed for by other jurisdictions -- but are often treated or considered as falling into a silent or "gray area" in code(s). When regulated, it is often after the fashion that structures are managed. That is, screens are required to be set back from property lines, not exceed accessory structures' allowed sizes or heights and may, or may not be attached, a detached structure or a residence. They may have their own specific rules -- but, again, are often considered a type of structure if anchored to the ground or a building. Curtain walls are a common type, but shade canopies are not.

In any event, at present a homeowner can erect such a screen provided it isn't added to (often on top of or right behind and attached to a fence on a property line) and this with or without a permit (case dependent). This section simply gives Staff and homeowners a guide to help know how to consistently deal with such [very intermittent]

requests.

Right-of-Way, Easement Placement and Utility Proximity Prohibitions:

This section carries over language from current code but has been compiled into one area. Restrictions on -- especially -- wall and fence placement is provided to curtail potential safety issues, presumption of property ownership where such does not exist, and interference with utility fixture access are given.

Electric Fences: Not to be construed as a simple strand wire around a pasture, this section introduces standards for hot fencing -- electric fencing used as a security measure. While the City may not have any examples of such presently being installed by a commercial (or more likely industrial) use, it seems reasonable to have rules to address any future, potential fences of this kind. The Planning Commission suggested Staff remove a requirement for a secondary perimeter fence to enclose an electric fence as a type of safety buffer. The proposed rules stem from another city jurisdiction where the issue was well vetted some years ago before being codified.

Berms Used as Screening: This section clarifies that a berm if topped with a fence or used as a fence is to be held to the height standard of a fence. The intent? To prevent instances where, for example, a 3' berm is formed and then topped by a 6' fence but claimed to be but 6' in height (the fence only being considered) when the construct as a whole is actually 9' tall. It also recognizes that site/sight obscuring hedges are functionally equivalent to fences; however, it does not allow for such to be used in lieu of fences or walls where such are called for by code. The last sentence of the paragraph (l.) should be corrected to read (see reddish font): "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."

Golf Course Netting: No change, just moved...

Fencing Against a Golf Course: A new add, for Council consideration. This is in care and keeping with areas of the Ranches where such exists. Presents an attempt at having a consistent, nice fence type adjacent or abutting to courses.

CCRs Effect: States the obvious -- that the City will only enforce fencing/wall code(s) adopted by the City.

Non-Conforming Fencing: A clause to protect the "grandfatherable" rights of property owners who installed code compliant fencing prior to enactment of the ordinance associated with this report.

Retaining Walls: Reminds readers of current code language. That said, a new code amendment draft has already been presented to the Planning Commission for review and discussion relating to retaining walls -- their design, placement, etc., by Staff. Expect that amendment to be forthcoming post revisions to the same and re-presenting to the Commission.

Certain Uses to be Screened: Effectually a reiteration of current code...

Abatement of Unlawful Fences (and Walls): This short section provides standards for evaluating when Neighborhood Improvement may address a problem fence. In hindsight, though likely a rare possibility, it should also probably have walls (including retaining ones which may be made a part of a fence) added to its stipulations as appropriate. Thus, the following is [now] suggested for consideration (adding the underlined language in red font):

"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."

REQUIRED FINDINGS:

Ordinances pertaining to Development Code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

During their regularly scheduled public hearing of November 23, 2023, the Planning Commission unanimously voted to recommend that the attached draft code amendments be approved in their entirety with the

following changes (which have been incorporated into the Council's version of the proposed amendments) as follows:

- "1. Strike Section 17.60.120(K)(4), 'Installation requirements. No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than 6' in height save in the case where the fence serves to contain livestock – in which case the fence may be no higher than 6'," and renumber the following sections accordingly; and,
2. Add a note to 17.60.120(A) referencing livestock standards that permit wire as acceptable fencing for agricultural uses."

ATTACHMENTS:

[ORD--EMMC 17.10.30 Fencing](#)

[EMMC Fence Code Redlines](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTERS 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**

PREAMBLE

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

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code **Chapters 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**.
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 on the 6th 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 the 6th 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

17.10.030 Definitions.

"Fence" means a type of upright linear structure that serves as a barrier and/or boundary and is customarily used to mark a property boundary and/or to control access to/from a property, serve as a sight or protective screen or as a decorative element. Fences are made of varying materials and in varying styles. Common subtypes include as follows:

Board: means a fence that is mainly or wholly comprised of vertically arranged boards (often cedar wood) abutted together in a row.



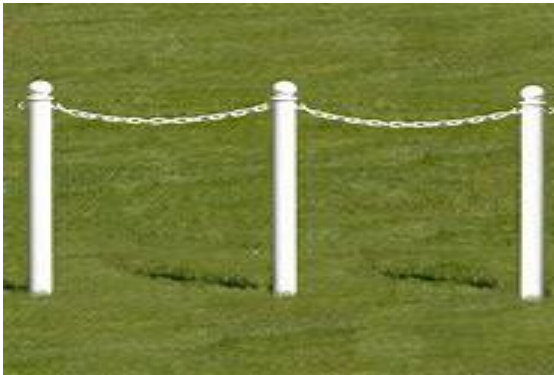
Board-on-board (aka "shadowbox") means a fence with alternating vertical boards over horizontal structures that give the fence a finished look on both sides.



Chain-link or cyclone means any fence that is constructed out of some type of woven wire fence, typically with a minimum gauge ranging from 9-11.



Chained fencing means lengths of chain (usually heavy gauge) suspended between support poles/bollard or columns.



Decorative means any fence not specifically established to curtail access through or past the same. Decorative fences shall not include any form of chain link material.



Gabion basket means a wire mesh wrapped column of rock, usually river rock or similar materials to form an effectual basket.



Lattice means an open framework made of strips of wood or similar material overlapped or overlaid in a regular crisscross or decorative pattern.



Non-site-obscuring means a fence (e.g., picket, chain-link, solid fence with partial wire or lattice composition) that allows some view through the same.



Ornamental means wrought iron, tubular aluminum, or other decorative metal fence.



Picket means a fence with in-line boards with gaps between the same. Typically, the gaps are the same width as the boards and the boards are usually arranged vertically.



"Privacy Screen, Residential" means a type of fence or curtain wall placed on a property (typically along a patio, deck, courtyard, or swimming pool) not as a fence but rather a barrier to facilitate enhanced privacy or view screening on a property. Screens in this title are treated as a form of accessory structure instead of a fence, and, are subject to accessory structure code standards.



Site-obscuring means a fence (e.g., board or vinyl) or wall that by its construct inhibits viewing through or past the same.

Vinyl means a fence that is mainly or wholly comprised [typically] of vertically arranged vinyl panels abutted together in a row.



Wire fencing (aside from chain-link) means a fence comprised of strands of wire laced in varying ways. Such definition includes the following subtypes: barbed, chicken, hog, welded, hardware cloth, poultry netting, garden fence mesh or similar. Wire fencing may also include types of electric fencing. When a type of wire fencing is noted in this code, it shall refer to the common type available for sale commercially.



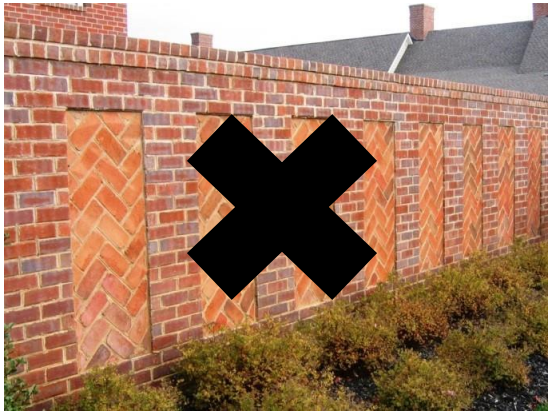
17.60.110 Required buffer widths and improvements.

...

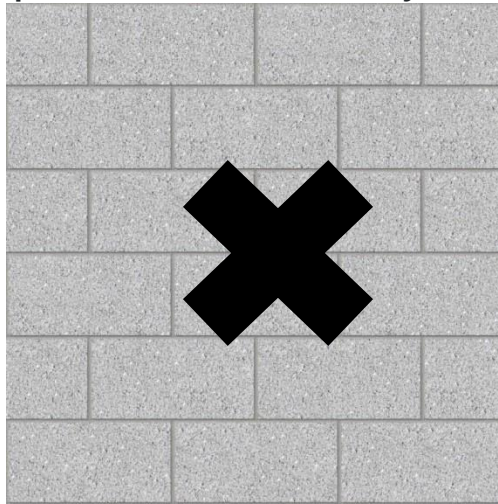
~~B. Walls or Fences. Where required, screening walls or fences shall not be less than six feet in height, unless approved by the city council after recommendation of the planning commission as part of site plan review. Masonry or decorative concrete is the suggested type of wall/fence, and is required where a commercial development borders a residential or agricultural zone or development. Such wall, fence and landscaping shall be maintained in good condition with no advertising thereon. Decorative concrete and masonry walls shall be subject to approval of the planning commission.~~

~~Examples of appropriate decorative concrete and masonry walls are provided below:~~





~~Examples of inappropriate concrete and masonry walls are provided below:~~



~~B. C. Berming.~~ Berms shall be at least three and one-half feet in height and shall not exceed a slope of 2.5:1, except where a retaining wall is used to support one side of the berm.

~~C. D. Headlight Screen.~~ A headlight screen shall consist of a berm, fence, wall, or landscaping consisting of at least three and one-half feet in height and capable of blocking headlights. Headlight screening may also be provided by buildings. [Ord. [O-13-2016](#) § 2 (Exh. A); Ord. [O-05-2008](#) § 2 (Exh. A § 12.11); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 12.11)].

~~17.60.120 General fencing provisions.~~

~~The following fencing provisions shall be adhered to:~~

~~A. Property Lines.~~ Property owners should only install fencing on their property. If the property lines are not clearly marked, the property owner shall have a surveyor determine and mark the property lines.

~~B. Residential Fence Height.~~ No residential sight-obscuring fence shall be higher than four feet between the front wall of the home and the street. Residential fencing cannot exceed six feet in height.

~~C. Residential Alley Fencing. Fences along alleys or residential service drives may be no higher than six feet and must follow the clear vision triangle regulations (see Diagram 17.60.170(c)).~~

~~D. Commercial Fence Height. Fencing in commercial areas shall not exceed eight feet in height. See EMMC 17.60.130 for chain link fencing regulations.~~

~~E. Industrial Fence Height. Fencing in industrial areas shall not exceed eight feet in height. See EMMC 17.60.130 for chain link fencing regulations.~~

~~F. Miscellaneous Properties/Uses. Fencing height and setbacks for other uses shall be determined by the planning director based on compatibility with the neighborhood and adjacent uses. Security fencing for public facilities, such as power substations, may exceed height and material restrictions, based on compatibility and safety.~~

~~G. Public View. Finished side slats shall be on the street side or public view side of the fence railing.~~

~~H. Fire Hydrants and Utility Boxes. Fire hydrants and utility boxes shall not be fenced into a yard. A three-foot clear space shall be maintained around the circumference of all fire hydrants and utility boxes. Some utility boxes are not visible above ground. Blue Stakes should always be contacted and appropriate staking/markings should occur prior to installing a fence.~~

~~I. Retaining Walls. Retaining walls that are over four feet in height shall obtain a building permit in accordance with the International Building Code or the International Residential Code. All retaining walls shall comply with hillside site development standards found in Chapter 15.80 EMMC.~~

~~J. Sport Courts. Fencing for sport courts (tennis, basketball, etc.) may be chain link, and is exempt from the height restrictions of this chapter. Sport court fencing may not be used as exterior property line fencing.~~

~~K. Public Utility Easement. Fencing may be installed over a public utility easement, but retaining walls shall not.~~

~~L. Meters. Fencing shall not obstruct access to gas and electric meters. If meters are in a fenced area, there must be an unlocked entrance to access these meters.~~

~~M. Clear Vision Triangles. All clear vision triangles as described in this chapter shall be preserved. Diagram 17.60.170(c), Alleyway Fencing, also gives additional information for maintaining the clear vision triangles with fencing. All property owners shall maintain a clear vision triangle for neighboring driveways as depicted in Diagram 17.60.170(a).~~

~~N. Barbed Wire. Barbed wire or wire fences shall be allowed only in conjunction with approved animal uses, unless otherwise approved by the planning commission.~~

~~O. Razor Fences. Razor fences shall be prohibited.~~

~~P. Additional Restrictions. Many of the covenants, conditions, and restrictions (CC&Rs) recorded with property contain restrictions on fencing. Property owners shall refer to these standards and discuss the proposed fencing with the appropriate architectural review committee, as applicable, prior to installation.~~

~~Q. Refuse Areas. All refuse areas shall be screened by approved solid fencing materials. Chain link fences and fencing with vinyl slats are prohibited.~~

~~R. Collector and Arterial Fencing. All fencing adjacent to a collector or arterial road shall comply with standards in EMMC 16.35.090, Privacy fencing.~~

~~S. Collector and Arterial Fencing Standards. It shall be the responsibility of the property owner and/or developer to build and the responsibility of the property owner or HOA to maintain at their own expense a wall or fence consistent with the standards found in this chapter and EMMC 16.35.090 for side and rear property lines along collector and arterial roadways.~~

~~1. Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing consistent with the Eagle Mountain collector and arterial fencing standards found in this title and EMMC 16.35.090 along the rear and/or side lot lines abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.~~

~~2. Commercial or industrial developments with rear or side lot lines abutting an arterial or collector road right-of-way shall install privacy fencing or a privacy wall of consistent height (no less than six feet), material, color, and durable quality as defined by EMMC 16.35.090. Developer applicants are required to install privacy fencing prior to a final inspection for the project. The city council shall be authorized to require a specific material and color for the fencing/wall in a site plan approval. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.~~

~~3. Residential Arterial and Collector Road Fencing Standards. All arterial and collector road residential fencing shall be built with a durable quality fence/wall as defined by EMMC 16.35.090. Acceptable material and design examples are outlined in EMMC 17.60.110(B).~~

~~4. Nonconforming existing fencing may be maintained in current styles and configurations as legal nonconforming fencing. Legal nonconforming fencing that becomes damaged or destroyed may be rebuilt or repaired within six months of the damage occurring without having to comply with this standard. Existing homes or lots without fencing shall also be classified as legal nonconforming and thus not required to install fencing. [Ord. 0-33~~

~~2020 § 2 (Exh. A); Ord. O-22-2018 § 2 (Exh. A); Ord. O-18-2017 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.12); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.12)].~~

17.60.130 Chain link fencing.

~~Chain link fencing is prohibited as a residential perimeter fence. Chain link fencing for nonresidential projects shall comply with the following standards noted below and depicted in Diagram 17.60.170(b), Chain Link Fencing.~~

~~A. Detached Residential. Chain link fencing may be used as an animal enclosure. Chain link fence shall not exceed six feet in height and is permissible in rear and side yards only. Chain link fencing shall be screened from view of a street by a solid fence or wall.~~

~~B. Commercial and Multifamily. Chain link fencing is prohibited in all commercial and multifamily developments.~~

~~C. Industrial. Chain link fencing in industrial areas shall not exceed eight feet in height, and shall be permissible no closer than the front wall of the building (or, in the case of a corner lot, the side wall of the building). Where chain link fencing is visible from the street or parking, additional landscaping shall be established. All chain link fencing in industrial areas shall be vinyl-coated. The planning commission or city council can require a solid screen fence other than chain link to screen outdoor storage or similar uses.~~

~~D. A top rail bar is required on all chain link fencing.~~

~~E. Slats are not allowed.~~

~~F. Fencing may not obstruct traffic visibility on corner lots.~~

~~G. Fences must meet all other standards for fence construction in the development code.~~

~~H. Fencing must be constructed with the open cut of fence mesh down to the ground. [Ord. O-33-2020 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.13); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.13)].~~

17.60.120 General fencing provisions.

A. The standards in this section shall apply universally to fencing, walls, and screens in all zones -- unless specified otherwise. Various fence types are defined in EMMC 17.10.030. A fence permit or authorization via city site plan approval may be required by the city to sanction the placement of a fence or wall or privacy screen. Property owners should only install fencing on their property. If the property lines are not clearly marked, the city encourages the property owner(s) to consider having a surveyor determine property line locations and mark the same.

B. Residential Perimeter Fencing Standards:

1. Material Type(s):

a. Allowed: Board (e.g., cedar), vinyl, and/or solid walls [made of decorative concrete or masonry (including brick)], wrought iron or imitation variety thereof, composite material and limited amounts of painted hog wire provided all such have top and bottom rails and substantial posts/columns.

b. Composition: Fences shall be constructed such that no more than two materials (i.e., wood or vinyl, etc.) are used throughout and its color(s), pattern, and composition are consistent -- save for posts or support columns which may be of different composition or style.

c. Not Allowed: Chain-link, wire, razor, chain fencing, gabion basket fencing, and/or electric (except as allowed per standards hereafter). Also, fences comprised of, or containing, sheet metal, OSB, and non-traditional materials/items such as signs, rugs, cardboard, Styrofoam, etc.

Exception(s):

aa. Livestock Animal Enclosure: Barbed wire or wire fences (including electric lines) may be used to create animal enclosures. In such cases, the fence shall not exceed 6' in height and may only be used within/alongside or rear yard areas.

bb. Sport Court or Golf Course Protection Screening: Refer to provisions in EMMC 17.60.120.I.

cc. Electric fences as allowed in accordance with electric fence provisions stated in this section.

2. Height(s):

a. Interior Lots: No fence shall exceed 4' in height in the front yard area of a property. Wing-fencing extending from the front corners of a residence to the side property lines may be up to 6' tall. Fencing along the side property lines past the front wall plane of a residence to, and along, the rear property line –

including against an alley or service drive -- may be up to 6' tall. Fencing that adjoins an alley or service drive shall be required to comply with clear vision triangle standards where applicable.

b. Corner Lots: Same as interior lots save that no fencing over 3' in height shall be within a clear vision triangle. Fencing that adjoins an alley, service drive or driveway shall be required to comply with clear vision triangle standards where applicable.

Exception(s): Sport court fencing or golf course screening shall be exempt from the height regulations of this section but may not be used as exterior property fencing/screening.

C. Non-Residential (i.e., Agricultural, Commercial, Industrial, etc.) Perimeter Fence/Wall Materials, Appearance and Maintenance Standards:

1. Material Type(s):

a. Allowed: Board (e.g., cedar), vinyl, and/or decorative concrete or masonry (including brick), wrought iron or simulated/imitation version thereof, composite material and limited amounts of painted hog wire provided all such have top and bottom rails and substantial posts/columns.

b. Composition: Fences shall be constructed such that no more than two materials (i.e., wood or vinyl, etc.) are used throughout and its color(s), pattern, and composition are consistent -- save for posts or support columns which may be of different composition or style.

c. Not Allowed: Full wire, razor, chained fencing, gabion basket fencing, and/or electric screen fencing (save as the latter is allowed per standards hereafter).

Exception: Barbed wire or full wire fences shall only be allowed in conjunction with the care and keeping of livestock where such is allowed.

d. Where chain-link is allowed in industrial zones:

aa. Shall have top rails.

bb. Shall be vinyl coated.

cc. Shall be obscured by a vegetative screen between it and any parking lot or adjoining public street.

Exception(s): Wire fencing. Wire (including barbed, hog wire, etc.) shall only be allowed in conjunction with the care and keeping of livestock on a property that has either greenbelt tax status or legal non-conforming status allowing the care and keeping of

livestock thereon. Razor fences, however, are not and shall not be allowed.

dd. Chain-link fencing shall not have slats imbedded therein.

ee. Fencing must be constructed with the open cut of fence mesh down to the ground.

2. Height(s):

a. Agricultural Zone: Fencing in industrial zones shall not exceed 8' in height.

b. Commercial Zones: Fencing in commercial zones shall not exceed 8' in height in any property area.

c. Industrial Zones: Fencing in industrial zones shall not exceed 8' in height.

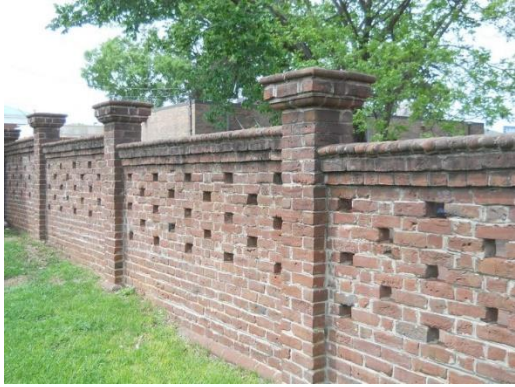
D. Public Facilities Fencing Standards: Security fencing type/materials and height for public municipal facilities shall be no less than 6' nor higher than 8' tall, and, shall be simulated wrought iron.

E. Walls or Fences as Buffers or Street Screens: Where required, screening walls or fences shall not be less than 6' feet in height. Required wall installations shall precede issuance of a building permit for a project related to a wall as per EMMC 16.35.090. Masonry or decorative concrete shall be used as a:

1. Buffer: Where and when a commercial use borders a residential or agricultural zone or development. Such wall, fence and landscaping shall be maintained in good condition with no advertising thereon.

2. Refuse Areas: Trash enclosures and other refuse collection areas shall be screened by a solid masonry or decorative concrete wall. Gates shall be [full] metal and sight-obscuring, not made of chain link or chain link with slats.

3. Street Screens: Where and when residential fencing abutting a road identified by the City as an "major" or "minor" "arterial", or, as a "major" or "minor" "collector" is installed, it shall be of consistent height (not less than 6'), material and color, and, be made of stone, masonry or decorative concrete.



Examples of inappropriate concrete and masonry walls styling include:



F. Residential Privacy Screens:

Privacy screens on residential properties that serve as view curtains, decorative elements, buffers to neighboring properties etc. shall be allowed provided that:

1. They are treated as accessory structures in terms of allowed height(s), required setback(s) and the need to avoid being placed in or across an easement.
2. If under 7' in height, neither a fence nor a building permit is, or shall be, required. However, if a privacy screen is [to be] over 7' in height, a building permit is [first] required.

G. Wall or Fence Location Restrictions:

1. Rights-of-Way: Neither fences nor walls shall be located within any portion of any public right-of-way without written city consent. Written city consent shall consist of an approved right-of-way encroachment agreement/license. If allowed within a public right-of-way, it shall be the duty of the owner of the fence or wall to remove the same at their expense upon notification by the City for any reason deemed sufficient by the city.

2. Easements:

a. Fences may be placed across or in easements.

b. Walls (including retaining types) shall not be allowed to cross or rest within an easement unless approved otherwise by vacating all or a portion of the easement or obtaining an easement release coupled with an encroachment license/agreement from the city.

3. Utility Fixtures: Fire hydrants and utility boxes shall not be fenced into a yard (i.e., trapped). Fencing shall be kept at least 3' from any such fixtures.

4. Utility Meters. Fencing shall not obstruct access to gas, electric, and water meters. If an area of a property with such meters is enclosed by fencing, there shall be an unlocked entrance (e.g., a gate) to allow access to the meter(s).

H. Electric Perimeter/Screen Fences (fully electrified fence):

Electric perimeter security fences shall only be allowed in the city as provided in this section, subject to the following standards:

1. IEC Standard 60335-2-76. Unless otherwise specified herein, electric fences shall be constructed or installed in conformance with the specifications set forth in International Electrotechnical Commission (IEC) standard 60335-2-76.

2. Energizer. The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.

3. Charge limit. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in figure 102 of IEC standard 60335-2-76.

4. Outdoor storage areas. Electric fences shall be permitted on any non-residential outdoor storage area property.

5. Signage. Electric fences shall be clearly identified with warning signs that read, "Warning - Electric Fence" placed at intervals not less than 60 feet apart.

6. Governing regulations. Electric fences shall otherwise be governed and regulated under burglar alarm regulations and permitted as such.

7. Violation. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section save those fences designed and operated to contain livestock. Those fences shall comply with traditional practice and industry standards applicable to livestock enclosure.

I. Berms and Landscape Screens or Hedges: Berms, landscape screens --including hedges -- shall be considered functionally equivalent to fences unless otherwise specified. If used, berms and any planting or fencing atop the same shall be restricted in height equivalent to that allowed for a fence in a given location. This shall not be construed to mean, however, that berms may be substituted for fencing or walls where fencing or a wall are specifically required to be installed per code.

J. Golf Course Netting. Netting along a golf course to reduce conflict of golf balls and personal property or residents may be constructed with the following standards:

1. The maximum height shall be 75 feet in commercial zones and 50 feet in residential zones.
2. Netting shall have the ability to be removed or lowered during the non-playable winter months.
3. Issuance of a building permit prior to construction.
4. Shall not be in a municipal or public utility easement unless specifically approved to do so by the easement holder and city.
5. Shall be maintained in a safe condition.
6. Shall be permitted on property when next to a golf course and placed within 20 feet of the common property line of the golf course and the adjacent property.
7. May extend 50 feet along a side property line as measured from the rear property netting location.

K. Fencing Adjacent to a Golf Course: Fences abutting golf courses shall be required to be 6' simulated wrought iron (columns/posts material are optional)

L. Private covenants, codes, and restrictions (CC&Rs): Recognizing that many subdivisions/properties have private covenants, codes, and restrictions that in part govern the type, placement, height and appearance of fences, the city shall undertake no efforts to enforce any fence provisions stated in private covenants. Rather, the city shall only enforce its municipal fence code.

M. Non-Conforming Fencing: Non-conforming may be maintained in current styles and configuration(s) as if in fact it is legally non-conforming. Such fencing, if damaged or destroyed, may be re-built or repaired if such repairs or replacement is executed within 6 months of it being damaged or destroyed.

N. Retaining Walls: As stated in EMMC 17.25.050.G., retaining walls shall comply with standards in EMMC 15.80 and 17.62. Retaining walls that are over 4' in height shall also obtain a building permit to include provision of structural engineering calculations etc. as may be required by the

city's building division. All retaining walls shall comply with hillside site development standards found in EMMC 15.80.

O. Certain Uses Require Screening: Certain uses are declared (and others may be declared in the future by the city) to possess characteristics that require sight/site obstruction in order to preclude damage, hazard, nuisance or other detriment to public health, safety or welfare, or to prevent a materially injurious situation to property or improvements in a given vicinity.

For example, unless specified elsewhere in this title, the following uses are declared to require sight/site obscuring fences: Junkyard(s), wrecking yard(s), equipment storage yard(s), vehicle salvage and/or storage yard(s), sanitary landfill(s), and any other uses determined to be similar in nature to the preceding uses by the planning director or his/her designee.

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 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 constructed or maintained for the purpose of maliciously annoying the owners or occupants of an abutting property.
3. Any fence not constructed or maintained in accordance with this section.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	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		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION n/a	CURRENT ZONE n/a	ACREAGE n/a	COMMUNITY n/a

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Senior Planner

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code 17.10.030; Definitions; 16.50.020 Purpose; 16.50.030 Application; 16.30.16.50.040 Approval Process and 16.55.040 Approval Process.

BACKGROUND:

The State's last legislative session included passage of House Bill # 406. The bill introduced various edits to state law, inclusively the allowance for a property line adjustment to be executed by survey in lieu of platting (via a plat amendment process) between a subdivision and outlying parcel of ground. The code amendment attached to this report introduces that allowance into the City's code in accordance with the state's action.

ITEMS FOR CONSIDERATION:

The State's last legislative session included passage of House Bill 406. The bill introduced various edits to State law, including the allowance for a property line adjustment to be executed by survey between a subdivision and an outlying parcel of ground in lieu of platting via a plat amendment process. This code amendment introduces that allowance into Municipal Code in keeping with the State's revisionary action and clarifies who shall prepare the legal descriptions.

State's language (House Bill # 406, passed 2023):

"10-9a-604.5. Subdivision plat recording or development activity before required

1244 landscaping or infrastructure is completed --

Improvement completion assurance --

1245 **Improvement warranty.**

...

" ~~[(71)]~~ (72) (a) "Subdivision amendment" means an amendment to a recorded

1740 subdivision in accordance with Section [17-27a-608](#) that:

1741 ~~[(a)]~~ (i) vacates all or a portion of the subdivision;

1742 ~~[(b)]~~ (ii) alters the outside boundary of the subdivision;

1743 ~~[(c)]~~ (iii) changes the number of lots within the subdivision;

1744 ~~[(d)]~~ (iv) alters a public right-of-way, a public easement, or public infrastructure within

1745 the subdivision; or

1746 ~~[(e)]~~ (v) alters a common area or other common amenity within the subdivision.

1747 (b) "Subdivision amendment" does not include a lot line adjustment, between a single

1748 lot and an adjoining lot or parcel, that alters the outside boundary of the subdivision."

REQUIRED FINDINGS:

Ordinances pertaining to development Code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public hearing of November 28, 2023, moved to recommend approval to the City Council of Eagle Mountain Municipal Code conditioned as follows:

1. 17.10.030 Definitions language be approved as presented;
2. 16.50 Lot Line Adjustments language be approved as presented;
3. Staff shall add language in the appropriate section of 16.50.030 regarding requiring a legal description of the lot line change prepared by a publicly licensed surveyor to be presented to the City Council;
4. 16.55.040 Approval Process and Exceptions language be approved

with the changes that are presented in the Staff report being [first] made; and

5. Staff may bring section 16.50.030, which was not included in the Staff report, to the Planning Commission for additional review if they feel it is necessary.

ATTACHMENTS:

[ORD--EMMC 16.50.040 Approval Process](#)

[Property Line Adjustments Code Amendments Redlines](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTERS 17.10.30 DEFINITIONS,
16.50.020 PURPOSE, 16.50.030 APPLICATION, 16.50.040 APPROVAL PROCESS**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code **Chapters 17.10.30 Definitions, 16.50.020 Purpose, 16.50.030 Application, 16.50.040 Approval Process**, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code **Chapters 17.10.30 Definitions, 16.50.020 Purpose, 16.50.030 Application, 16.50.040 Approval Process**.
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 on the 6th 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 the 6th 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 17.10

DEFINITIONS

17.10.030 Definitions.

"Lot of record" means a lot designated on a subdivision plat duly recorded in the County Recorder's Office or other official record pursuant to statute. Sometimes, however, the County may refer to a metes and bounds parcel as a lot of record.

"Property" means an area of land defined by legal boundaries being any of the following:

A. A single, platted, lot of record.

B. A portion of a lot of record.

C. A combination of complete lots of record, or portions of lots of record considered as a group.

D. A parcel of land described by metes and bounds.

E. A portion of a parcel.

F. A combination of parcels or portions of parcels considered as a group.

...

Chapter 16.50

LOT LINE ADJUSTMENTS

Sections:

16.50.010 What this chapter does.

16.50.020 Purpose.

16.50.030 Application.

16.50.040 Approval process.

16.50.050 Review responsibilities.

16.50.060 Criteria for approval.

16.50.020 Purpose.

The lot line adjustment process allows for property boundaries between adjacent ~~parcels~~ properties to be adjusted under specific circumstances allowed by state law without being subject to the plat amendment or subdivision processes. A lot line adjustment is not a subdivision amendment when it is between a single lot and an adjoining lot or parcel -- even if it alters the outside boundary of a subdivision between [the] two properties. [Ord. O-24-2020 § 2 (Exh. A), 2020; Ord. O-23-2005 § 3 (Exh. 1(2) § 10.2)].

16.50.030 Application.

Property owners or their duly authorized agents shall make application for a lot line adjustment on forms prepared by the planning director. No lot line adjustment application may be processed without the submission of the application, all the supporting materials as required by this chapter and the processing fee. Incomplete applications shall not be processed under any circumstances.

A. Supporting Materials. The following items shall be submitted with an application for a lot line adjustment. The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.

...

3. Legal Description. A legal description, prepared by a publicly licensed Utah land surveyor. for the property to be exchanged and each of the new lots that will be created.

...

16.50.040 Approval process.

Upon submission of the aforementioned materials, the planning director (or designee) will review the application for completeness, accuracy, and for compliance with the criteria for approval. After the planning director (or their designee) has reviewed the application, they may approve, approve with conditions, or deny the application. For lot line adjustments that are approved or approved with conditions, the planning director (or their designee) shall ensure that the notice of lot line adjustment approval is recorded in the office of the County Recorder, as set forth in Title 10, Chapter 9a, Part 6, Municipal Land Use, Development, and Management Act. Utah Code Annotated 1953. [Ord. O-24-2020 § 2 (Exh. A), 2020; Ord. O-23-2005 § 3 (Exh. 1(2) § 10.4)].

Chapter 16.55

PLAT AMENDMENTS

Sections:

- 16.55.010 What this chapter does.
- 16.55.020 Purpose.
- 16.55.030 Application.
- 16.55.040 Approval process and exceptions.

16.55.040 Approval process and exceptions.

...

E. Exception(s): Subdivision amendment approval shall not be required for a lot line adjustment between a single lot and an adjoining lot or parcel -- even if it alters the outside boundary of the subdivision between [the] two properties.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	ORDINANCE / PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 5.15 Liquor Licenses		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Johna Rose, Planning

PRESENTED BY:

Johna Rose

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code 5.15; Liquor Licenses.

BACKGROUND:

The City Council requested at the October 3, 2023, City Council meeting that staff review the restaurant liquor license distance requirement and restricted facilities and bring back an amendment.

The proposed amendment is to update Eagle Mountain Municipal Code (EMMC) 5.15 Liquor Licenses. EMMC 5.15 Liquor Licenses was adopted in 1998 and was amended in 2003. No other amendments have occurred since 2003.

Proposed changes:

- Proposed changes:
 - Add 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, Proximity to community location, Utah Code Annotated 1953, and within prescribed zones, as set forth in Title 17 of the EMMC.
 - Removes the "Restricted facility" definition and each use of the term from the EMMC. The term refers to Title 32B, Chapter 1, Part 2, Alcoholic Beverage Control Act, Proximity to community location, Utah Code Annotated

1953.

- Adds a definition for "Local consent." The Department of Alcoholic Beverage Service (DABS) requires this signed written document.
- Removes old references that are no longer required.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 5.15 Liquor Licenses](#)

[EMMC 5.15 Liquor Licenses Redlines](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 5.15 LIQUOR LICENSES**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code **Chapter 5.15 Liquor Licenses**, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code **Chapter 5.15 Liquor Licenses**.
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 on the 6th 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 the 6th day of February 2024.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

☐ Donna Burnham

☐ Donna Burnham

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☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Chapter 5.15

LIQUOR LICENSES

Sections:

- 5.15.010 Definitions.
- 5.15.020 General restrictions on grants of licenses or permits.
- 5.15.030 Restaurant liquor licenses.
- 5.15.040 Additional requirements for restaurant liquor license.
- 5.15.050 Restaurant application and renewal requirements.
- 5.15.060 Private clubs.
- 5.15.070 Additional qualifications for private club license.
- 5.15.080 Club application and renewal requirements.
- 5.15.090 Beer retailer license.
- 5.15.100 Beer retailer application and renewal requirements.
- 5.15.110 Package stores.
- 5.15.120 Qualification of employees.
- 5.15.130 Cessation of business.
- 5.15.140 Investigation by police, health, and fire departments.
- 5.15.150 Issuance of licenses – Renewal – Display.
- 5.15.160 Unlawful conduct.
- 5.15.170 Prohibited to sell to intoxicated person.
- 5.15.180 Protection of minors.
- 5.15.190 Entering premises violating state and city laws.
- 5.15.200 Repealed.
- 5.15.210 Advertising requirements.
- 5.15.220 Consumption on off-premises license.
- 5.15.230 Illumination of premises.
- 5.15.240 Screening of private clubs and on-premises license.
- 5.15.250 Nuisances on licensed premises.
- 5.15.260 Beer acquired from brewer or wholesaler.
- 5.15.270 On-premises employee.
- 5.15.280 Gambling devices in licensed premises.
- 5.15.290 Restrictions on brewer, jobber, and wholesaler.
- 5.15.300 Premises' accessibility to police officer.
- 5.15.310 Warning of approach of police.
- 5.15.320 Disorderly conduct on premises.
- 5.15.330 Lewd conduct on premises – Solicitation for immoral purposes.
- 5.15.340 Begging drinks on premises.
- 5.15.350 Sale during license revocation or suspension.
- 5.15.360 Licensee responsibility.
- 5.15.370 Search of licensed premises.
- 5.15.380 Penalty for violation.

5.15.010 Definitions.

The following words when used in this chapter shall have the following meanings:

"Alcoholic beverage" means beer and liquor as the terms are defined in this chapter Title 32B, Chapter 1, Utah Code Annotated 1953.

"Alcoholic products" means the same as defined in Title 32B, Chapter 1, Utah Code Annotated 1953, ~~all products that contain at least 63/100 of one percent of alcohol by volume or at least one-half of one percent by weight, and are obtained by fermentation, infusion, decoction, brewing, distillation, or any other process that uses any liquids or combinations of liquids, whether drinkable or not, to create alcohol in an amount greater than the amount prescribed in this chapter. "Alcoholic products" does not include common extracts, vinegars, ciders, essences, tinctures, food preparations, or over-the-counter drugs and medicines that would otherwise come within this definition.~~

"Beer," "light beer," "malt liquor," or "malted beverages" means the same as defined in Title 32B, Chapter 1, Utah Code Annotated 1953 ~~all products that contain 63/100 of one percent of alcohol by volume or one-half of one percent of alcohol by weight, but not more than four percent of alcohol by volume, or three and two-tenths percent by weight, and are obtained by fermentation, infusion, or decoction of any malted grain. Beer may or may not contain hops or other vegetable products. The use of the term "beer" includes the terms "light beer," "malt liquor," "malt coolers" and "malted beverages" where applicable.~~

"Beer retailer" means any business establishment engaged, primarily or incidentally, in the retail sale or distribution of beer to public patrons, whether for consumption on or off the establishment's premises, and that is licensed to sell beer by the Utah Department of Alcoholic Beverage Services (DABS) State Alcoholic Beverage Control Commission, by a local authority, or both.

"Beer retailer, on-premises" means any beer retailer engaged, primarily or incidentally, in the sale or distribution of beer to public patrons for consumption on the beer retailer's premises. It includes taverns.

~~"Church" means a building set apart primarily for the purpose in which religious services are held and with which clergy is associated, and the main body of which is kept for that use and not put to any other use inconsistent with its primary purpose, and which is tax exempt under the laws of this state.~~

"Club" and "private club" means any nonprofit corporation operating as a social club, recreational, fraternal, or athletic association, or kindred association organized primarily for the benefit of its stockholders or members.

"Code enforcement officer" means any officer authorized by the city for the purpose of the enforcement of city ordinance violations, and includes authorized police officials and the license official (as defined in EMMC [5.05.010](#)).

"Cork-finished wine" means a container of wine stopped by a cork and finished by foil, lead, or other substance by the manufacturer.

"General food store" means a business establishment primarily engaged in selling food and grocery supplies to public patrons for off-premises consumption.

"Guest" means a person accompanied by an active member or visitor of a club who enjoys only those privileges derived from the host for the duration of the visit to the club.

"Heavy beer" means all products which contain more than four percent alcohol by volume obtained by fermentation, infusion, or decoction or any malted grain. "Heavy beer" is considered liquor for the purpose of this chapter.

"Licensee" means any person issued a license by the city under this chapter including any license to sell, manufacture, store, or allow consumption of alcoholic beverages on premises owned or controlled by the person.

"Liquor" means ~~the same as defined in Title 32B, Chapter 1, Utah Code Annotated 1953. alcohol, or any alcoholic, spirituous, vinous, fermented, malt, or other liquid, or combination of liquids, a part of which is spirituous, vinous, or fermented, and all other drinks, or drinkable liquids, that contain more than one-half of one percent of alcohol by volume and is suitable to use for beverage purposes. "Liquor" does not include any beverage defined as beer, malt liquor, or malted beverages that has an alcohol content of less than four percent alcohol by volume.~~

"Liquor license" includes any license or permit issued under this chapter.

"Local authority" means the city council of the city.

"Local Consent" means a written document provided by the License Official to the Utah Department of Alcoholic Beverage Services ("DABS") indicating the City's consent for the DABS to issue a specific type of beer or liquor license.

"Manufacture" means to distill, brew, rectify, mix, compound, process, ferment, or otherwise make an alcoholic product for personal use or for sale or distribution to others.

"Member" means a person, who after paying regular dues, has full privileges of a club under this chapter.

"Minor" means any person under the age of 21 years.

"Outlet" means a location other than a state store or package agency where alcoholic beverages are sold pursuant to a license issued by the local authority.

"Package" means any container, bottle, vessel, or other receptacle containing liquor.

"Person" has the meaning set forth in the definition in EMMC 5.05.010.

"Premises" means any building, enclosure, room, or equipment used in connection with the sale, storage, service, manufacture, distribution, or consumption of alcoholic products, unless otherwise defined in this chapter.

"Public building" means any building or permanent structure owned or leased by the state or a county or local government entity that is used for public education, transacting public business, or regularly conducting government activities. "Public building" does not mean or refer to any building owned by the state or a county or local government entity when the building is used by anyone, in whole or in part, for private proprietary functions.

"Public entrances and exits," as used in this chapter, shall mean access points that are required to remain unlocked during business hours that are to be used by the general public, and does not include emergency or other exits or access points.

"Public place" means and refers to any of the following that are open to and generally used by the public:

1. Streets, roads, and alleys of incorporated cities and towns;
2. State or county highways or roads;
3. Buildings and grounds used for school purposes, and public dance halls and adjacent grounds;
4. Any place of public resort or amusement, unless otherwise defined in this chapter;
5. Lobbies, halls, and dining rooms of hotels, restaurants, theaters, stores, garages, and service stations;
6. Any public conveyance, and its depots and waiting rooms that are open to unrestricted use and access by the public;
7. Publicly owned bathing beaches, parks, or playgrounds; and
8. All other places that, under this chapter, have been declared to be a public place.

"Residence" means the principal place of abode within Utah of a person who has a present intention to continue residency within Utah permanently or indefinitely.

"Restaurant" means any business establishment where a variety of foods is prepared and complete meals are served to the general public, located on a premises having adequate culinary fixtures for food preparation and dining accommodations, and that is engaged primarily in serving meals to the general public.

~~"Restricted facility" means any public or private school, church, public library, public playground, school playground, or park.~~

"Retailer" means any person engaged in the sale or distribution of alcoholic beverages to the consumer.

~~"School" means any building, public or private, used primarily for the general education of minors. "School," in addition to its common usage, includes, but is not limited to, nursery schools or infant day care centers, or trade or technical schools.~~

"Sell," "sale," and "to sell" means any transaction, exchange, or barter, for any consideration, by which an alcoholic beverage is either directly or indirectly transferred, solicited, ordered, delivered for value, or by any means or under any pretext is promised or obtained, whether done by a person as a principal, proprietor, or as an agent, servant, or employee, unless otherwise defined in this chapter.

"Tavern" means any business establishment engaged primarily in the retail sale or distribution of beer to public patrons for consumption on the establishment's premises, and that is licensed to sell beer under this chapter. "Taverns" includes beer bars, parlors, lounges, cabarets, and night clubs where the revenue from the sale of beer exceeds the revenue of the sale of food, although food need not be sold in such establishments.

"Transaction," as used in this chapter, means the particular portion of the exchange of legal tender for alcoholic beverages where the age of the purchaser is determined and the amount of the purchase is entered manually or mechanically on the licensee's standard record-keeping device. Acts incidental to the transaction shall not be considered part of the transaction or be a sales transaction.

"Visitor" means a person holding limited privileges in a club by virtue of a visitor card purchased from the club and authorized by a sponsoring member of the club.

"Warehouser" means any person, other than a licensed manufacturer, engaged in the importation for sale, storage, or distribution of liquor regardless of the amount.

"Wholesaler" means any person, other than a licensed manufacturer, engaged in the importation for sale, or in the sale, of beer, malt liquor, or malted beverages, in wholesale quantities to retailers.

"Wine" means ~~the same as defined in Title 32B, Chapter 1, Utah Code Annotated 1953. any alcoholic beverage obtained by the fermentation of the natural sugar content of fruits, plants, honey, or milk, or any other like substance, whether or not other ingredients are added. "Wine" is considered liquor for the purpose of this chapter.~~ [Ord. 98-08 § 1 (Exh. 1 § 5.13.010)].

5.15.020 General restrictions on grants of licenses or permits.

A. In order to be qualified for the issuance of any license or permit under this chapter, the applicant must meet all the requirements of this title for a business license unless specifically provided otherwise in this chapter.

B. The city council or its designee may not grant a liquor license under this chapter where the applicant, any corporation or other person that in whole or in part manages the applicant or its licensed operations, or any proprietor, officer, director, partner, limited liability company member with management authority, or managing agent of the applicant, or any corporation or other person that manages the applicant, has been convicted of:

1. Felony under any federal or state law.
2. Any violation of federal or state law or local ordinance concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic beverages, or convicted of drunk driving within the three years prior to application.
3. Any crime of moral turpitude.

C. In the case of a person other than an individual, the offenses above or any other event (such as a license revocation) with respect to that person relevant for purposes of this chapter shall be deemed to have been committed by or occurred with respect to such person if such person itself or any partner, limited liability company member with management authority, managing agent, officer, director, or stockholder who holds at least 20 percent of the total issued and outstanding stock of any class of an applicant corporation or 20 percent of the voting, capital, or income interest of an applicant partnership, limited liability company, or other unincorporated business organization, has been convicted of any of any offense as provided in this chapter or has had occur with respect to him or her any event relevant for purposes of this chapter.

D. Upon the arrest of any proprietor, officer, director, partner, limited liability company member with management authority, or managing agent of a liquor licensee or of any corporation or other person that manages the liquor licensee, on any charge as set forth in this

chapter, the city may take emergency action by immediately suspending the operation of the licensee for the period during which the criminal matter is being adjudicated.

E. If any such person is convicted of such an offense subsequent to the issuance of the license, the license shall be surrendered immediately. The licensee may request a hearing on the matter, in writing and within 10 days of a conviction by a trial court. Any such hearings shall be pursuant to the provisions of Article IX of Chapter 5.05 EMMC.

F. The city council or its designee may not grant a liquor license to any applicant where the applicant, any corporation or other person that manages the applicant, or any proprietor, officer, director, partner, limited liability company member with management authority, or managing agent of an applicant or of any corporation or other person that manages the applicant had any type of license, agency, or permit issued under this chapter revoked within the last three years.

G. Subsequent to the issuance of a particular license, any revocations of any type of license, agency, or permit issued under this chapter with respect to any person described in subsection F of this section shall disqualify the holder of the particular license issued. If any person or entity to whom a license has been issued under this chapter no longer possesses the qualifications required by this chapter for obtaining that license, the city may suspend or revoke that license.

H. If, during the term of the license after the license has been granted under this chapter, there shall be any change in the identity of any of the persons referred to in this section, the licensee shall forthwith report in writing any such changes to the license official. [Ord. 98-08 § 1 (Exh. 1 § 5.13.020)].

5.15.030 Restaurant liquor licenses.

A. Before any restaurant may sell or allow the consumption of beer or liquor on its premises, it shall first obtain a restaurant liquor license from the city and comply with all applicable state and city regulations. If the restaurant serves only beer it shall still be subject to state and city regulations regarding restaurant liquor licenses, except that the state restaurant liquor licenses need not be obtained to the extent such a state license is not required by state law. The city may issue restaurant liquor licenses for the purpose of establishing restaurant liquor outlets at places and in numbers it considers proper for the storage, sale, and consumption of liquor on premises operated as public restaurants.

B. No restaurant Restaurant liquor license licensee premises may not be established within 600 feet of any restricted facility as measured from the nearest entrance of the restaurant by following the shortest route of either ordinary pedestrian traffic or, where applicable, vehicular travel along public thoroughfares, whichever is the closer to the property boundary of the restricted facility. Restaurant liquor licensee premises may not be established within 200 feet of any restricted facility measured in a straight line from the nearest entrance of the proposed

~~outlet to the nearest property boundary of the restricted facility, shall be approved or issued by the city and no Local Consent shall be issued by the city to any establishment that does not comply with the location and distance requirements set forth in Title 32B, Chapter 1, Part 2, Alcoholic Beverage Control Act, Proximity to community location, Utah Code Annotated 1953, and within prescribed zones as set forth in Title 17 of the EMMC.~~

~~C. The restrictions contained in subsection B of this section govern unless a variance is granted by the city council. The city council may grant a variance if it finds, after a full investigation by a code enforcement officer, that compliance with distance requirements would result in peculiar and exceptional practical difficulties or exceptional and undue hardships in the granting of a restaurant liquor license. Additional circumstances may be considered and include topography, existing permanent physical barriers, sight distance, land use issues, compatibility, travel distance, and other relevant factors. In that event, the city council may, after giving full consideration to all the attending circumstances following a public hearing, authorize a variance from the distance requirements to relieve the difficulties or hardships if the variance may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this chapter, and the city's master plan. If such a variance is granted, the city council may impose additional restrictions upon a licensee to ensure that the intended purpose of the varied restrictions is met. Nothing in this chapter prevents the city council from considering the proximity of any school or any educational, religious, and recreational facility or any other relevant factor in reaching a decision on a proposed location. [Ord. 98-08 § 1 (Exh. 1 § 5.13.030)].~~

5.15.040 Additional requirements for restaurant liquor license.

A. Restaurants licensed to sell liquor may sell beer in open containers, in any size not exceeding two liters, and on draft for on-premises consumption without obtaining a separate on-premises beer retailer license from the city.

~~B. All liquor will be sold and stored in accordance with state law. Liquor sales shall be closed from 1:00 a.m. until 10:00 a.m. of each day. No liquor will be sold or offered for sale on the day of any state or national elections until the polls are closed.~~

~~C. A quarterly investigation of the restaurant will be conducted by a code enforcement officer, to ensure compliance, and a copy of finding will be furnished to the city council and the chief police official providing police services for the city. [Ord. 0-10-2003 § 1; Ord. 98-08 § 1 (Exh. 1 § 5.13.040)].~~

5.15.050 Restaurant application and renewal requirements.

A person seeking a restaurant liquor license, including a renewal, under this chapter shall file a written application with this city, in a form prescribed by the license official, and shall pay to the city the required liquor license fee of \$300.00 fee set forth in the Consolidated Fee Schedule, in addition to the other licenses and fees required by this title. [Ord. 98-08 § 1 (Exh. 1 § 5.13.050)].

5.15.060 Private clubs.

A. Before any private club may sell or allow the consumption of beer or liquor on its premises it shall first obtain a license from the city. The city council may issue private club beer or liquor license to private clubs incorporated under the Utah Nonprofit Corporation and Cooperative Association Act, which desire to maintain premises upon which beer or alcoholic beverages may be stored, sold, served, and consumed. All such licenses shall be issued in the name of an officer or director of the club or association.

~~B. No private club licensee shall be located closer than 600 feet to an existing private club or beer retailer on-premises licensee. The 600 feet shall be measured in a straight line between the nearest property lines of the subject properties. shall be approved or issued by the city and no Local Consent shall be issued by the city to any establishment that does not comply with the location and distance requirements set forth in Title 32B, Chapter 1, Part 2, Alcoholic Beverage Control Act, Proximity to community location, Utah Code Annotated 1953, and within prescribed zones as set forth in Title 17 Zoning of the EMMC~~

~~C. A private club licensee premises may not be established within 600 feet of any restricted facility, measured from the nearest entrance of the private club by following the shortest route of either ordinary pedestrian traffic, or where applicable, vehicular travel, along public thoroughfares, whichever is the closer to the boundary of the restricted facility.~~

~~D. A private club licensee premises may not be established within 1,200 feet of any restricted facility, measured in a straight line from the nearest entrance of the proposed outlet to the nearest property boundary of the restricted facility.~~

~~E. The restrictions contained in subsections B, C and D of this section govern unless the city council grants a variance. The city council may grant a variance if it finds, after a full investigation by a code enforcement officer, that compliance with the distance requirements would result in peculiar and exceptional practical difficulties or exceptional and undue hardships in the granting of a private club license. Additional circumstances may be considered and include topography, existing permanent physical barriers, sight distance, land use issues, compatibility, travel distance, and other relevant factors. In that event, the city council may, after giving full consideration to all of the attending circumstances following a public hearing, authorize a variance from the distance requirements to relieve the difficulties or hardships if the variance may be granted without substantially impairing the intent and purpose of this chapter and the city's master plan. If such a variance is granted, the city council may impose additional restrictions upon a licensee to ensure that the intended purpose of the varied restrictions is met. Nothing in this chapter prevents the city council from considering the proximity of any school or any educational, religious, and recreational facility or any other relevant factor in reaching a decision on a proposed location.~~

F. If a liquor license is obtained, an on-premises beer retailer license will not be required.

G. A beer-consumption-only club shall obtain an on-premises beer retailer license. [Ord. 98-08 § 1 (Exh. 1 § 5.13.060)].

5.15.070 Additional qualifications for private club license.

A. All beer and liquor will be sold and stored in accordance with state law. Alcoholic beverage sales and storage shall be closed from 1:00 a.m. until 10:00 a.m. ~~No liquor may be sold or offered for sale on the day of a state or national election until after the polls are closed.~~

~~B. A quarterly investigation of the club will be conducted by the code enforcement officer, to ensure compliance, and a copy of the findings will be furnished to the city council and the chief police official providing police services to the city.~~ [Ord. O-10-2003 § 2; Ord. 98-08 § 1 (Exh. 1 § 5.13.070)].

5.15.080 Club application and renewal requirements.

A person seeking a private club beer or liquor license under this chapter shall file a written application with the city in the name of an officer or director of a corporation in a form prescribed by the license official, and shall pay to the city the required liquor license ~~fee of \$300.00~~ fee set forth in the Consolidated Fee Schedule, in addition to the other licenses and fees required by this title. [Ord. 98-08 § 1 (Exh. 1 § 5.13.080)].

5.15.090 Beer retailer license.

A. Off-Premises License. An off-premises beer retailer license may be issued to allow the licensee to sell beer on the licensed premises in original containers for consumption off the premises only, in accordance with state law and city ordinances.

1. Beer may not be sold, provided, or possessed for off-premises consumption in containers larger than two liters. If malt beverage coolers or malt liquor is sold by a beer retailer for off-premises consumption, the beer retailer shall display a sign at the location on the premises where malt beverages or malt liquor is sold stating: "Many malt beverages contain alcohol. Please read the label."

2. All employees involved in the transaction of off-premises retail beer sales will be required to possess and display a beer handler's permit while on duty.

3. Those businesses possessing a beer retailer license that are open 24 hours a day shall have all public entrances and exits and the transaction or cashier area monitored by video camera and recorder from the hours of 11:00 p.m. to 5:00 a.m. Such cameras shall be programmed in such a manner that the date and time shall appear on the ~~videotape or video recording film~~ when being viewed through a monitor. The ~~recorded tapes video recordings~~ will be maintained by the business for a period of not less than seven days from the day the recording ends. The ~~tapes video recording~~ will be made available to the

city for review and auditing purposes upon 24 hours' notice, absent exigent circumstances requiring less notice or no notice.

4. Hour restrictions will not apply to off-premises retail beer licenses.

5. Any licensee may submit plans or proposals to the chief of police or designee to verify compliance with the intent of this section. The objective of the review is to verify that people may be reasonably identifiable through the camera based on location, direction, and distance between the camera and the monitored area. Any approval obtained through such a review does not, however, of itself establish compliance with the provisions of this section.

B. On-Premises License. A beer retailer on-premises license may be issued to a tavern, bar, cabaret, pub, cocktail lounge, or similar establishment, to allow the licensee to sell beer for consumption on the premises in accordance with state law and city ordinances. An on-premises license shall be issued to an applicant engaged in good faith in the business of dispensing and selling beer at retail, in the original containers or in draft, over a bar in these establishments.

1. On-premises beer retailers may sell beer in open containers, in any size not exceeding two liters, and on draft. Liquor may not be stored or sold on the premises.

2. On-premises beer retailers can only sell beer between the hours of 10:00 a.m. and 1:00 a.m.

~~3. The code enforcement officer will conduct quarterly inspection of the on-premises retailer and furnish a written report to the city council and the chief of police to ensure compliance with this chapter.~~

~~C. No beer retailer on-premises licensee shall be located closer than 600 feet to an existing beer retailer on-premises licensee or private club. The 600 feet shall be measured in a straight line between the nearest property lines of the subject properties. shall be approved or issued by the city and no Local Consent shall be issued by the city to any establishment that does not comply with the location and distance requirements set forth in Title 32B, Chapter 1, Part 2, Alcoholic Beverage Control Act, Proximity to community location, Utah Code Annotated 1953, and within prescribed zones as set forth in Title 17 Zoning of the EMMC~~

~~D. A beer retailer (whether on-premises or off-premises) licensed premises may not be established within 600 feet of any restricted facility, measured from the nearest entrance of the beer retailer by following the shortest route of either ordinary pedestrian traffic or, where applicable, vehicle travel along public thoroughfares, whichever is the closer. A beer retailer licensed premises may not be established within 200 feet of any restricted facility measured in a straight line from the nearest entrance of the proposed licensed premises to the nearest property boundary of the restricted facility.~~

~~E. The restrictions contained in subsections C and D of this section govern unless the city council finds, after a full investigation by a code enforcement officer, that compliance with the distance requirements would result in peculiar and exceptional practical difficulties or exception and undue hardships in the granting of a beer retailer license. Additional circumstances may be considered and include topography, existing permanent physical barriers, sight distance, land use issues, compatibility, travel distance, and other relevant factors. In that event, the city council may, after giving full consideration to all the attending circumstances, following a public hearing, authorize a variance from the distance requirements to relieve the difficulties or hardships if the variance may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this chapter or the city's master plan. If such a variance is granted, the city council may impose additional restrictions upon the licensee to ensure the intended purpose of the varied restrictions is met. Nothing in this chapter prevents the city council from considering the proximity of any school or any educational, religious, and recreational facility or any other relevant factor in reaching a decision on a proposed location.~~

F. All beer retailers must sell and store beer in accordance with state law. [Ord. 98-08 § 1 (Exh. 1 § 5.13.090)].

5.15.100 Beer retailer application and renewal requirements.

A person seeking a beer retailer license under this chapter shall file a written application with this city, in a form prescribed by the license, and shall pay to the city the required liquor license ~~fee of \$300.00, fee set forth in the Consolidated Fee Schedule~~, in addition to the other licenses and fees required by this title. [Ord. 98-08 § 1 (Exh. 1 § 5.13.100)].

5.15.110 Package stores.

A. Package stores shall only be allowed within the city in compliance with state law and in compliance with the city's zoning ordinances.

~~B. A No package store store shall be approved or issued by the City and no Local Consent shall be issued by the City to any establishment that does not comply with the location and distance requirements set forth in Title 32B, Chapter 1, Part 2, Alcoholic Beverage Control Act, Proximity to community location, Utah Code Annotated 1953, and within prescribed zones as set forth in Title 17 Zoning of the EMMC may not be established within 600 feet of any restricted facility, measured from the nearest entrance of the beer retailer by following the shortest route of either ordinary pedestrian traffic or, where applicable, vehicle travel along public thoroughfares, whichever is the closer. A beer retailer licensed premises may not be established within 200 feet of any restricted facility measured in a straight line from the nearest entrance of the proposed licensed premises to the nearest property boundary of the restricted facility.~~

~~C. The restrictions contained in subsection B of this section govern unless the city council finds, after a full investigation by a code enforcement officer, that compliance with the distance requirements would result in peculiar and exceptional practical difficulties or exception and undue hardships in the granting of a beer retailer license. Additional circumstances may be considered and include topography, existing permanent physical barriers, sight distance, land use issues, compatibility, travel distance, and other relevant factors. In that event, the city council may, after giving full consideration to all the attending circumstances, following a public hearing, authorize a variance from the distance requirements to relieve the difficulties or hardships if the variance may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this chapter or the city's master plan. If such a variance is granted, the city council may to the extent allowable by law impose additional restrictions upon the licensee to ensure the intended purpose of the varied restrictions is met. Nothing in this chapter prevents the city council from considering the proximity of any school or any educational, religious, and recreational facility or any other relevant factor in reaching a decision on a proposed location. [Ord. 98-08 § 1 (Exh. 1 § 5.13.110)].~~

5.15.120 Qualification of employees.

A. Other than as provided in EMMC [5.15.270](#), any person employed by any licensee under this chapter for work involving the transaction, sale, serving, or dispensing of alcoholic beverages on or about the licensed premises, whether as manager, agent or servant, shall be 21 years of age or older, and shall be legally able to work in the United States.

B. No one shall be employed who has been convicted of a felony within five years prior to employment or who has not secured a judicial pardon and expungement of the record of any felony conviction entered prior to such five-year period, or who has within three years prior been convicted of any violation of any law or ordinance involving moral turpitude, controlled substances, or relating to alcoholic beverages, driving charges involving alcohol or drugs, or of keeping a gambling or disorderly house, or who has pleaded guilty to or has forfeited bail on any such charge.

C. All licensee employers are required to inform the chief of police of any employees, possessing a beer handler's permit, whose employment is terminated for conduct that would be punishable under the statutes or ordinances regulating alcoholic beverages, regardless of whether the conduct is reported to the police for prosecution. [Ord. [98-08](#) § 1 (Exh. 1 § 5.13.120)].

5.15.130 Cessation of business.

A. A licensee under this chapter may not close or cease operation for a period longer than 240 hours, unless written notice is given to the license official at least seven days before the closing, and the closure or cessation of operation is first approved by the license official.

B. In the case of emergency closure, immediate notice of closure shall be made to the license official by telephone.

C. The license official may authorize a closure or cessation of operation for a period not to exceed 60 days. The license official may extend the initial period an additional 30 days upon written request of the licensee and upon a showing of good cause. A closure or cessation of operation may not exceed a total of 90 days.

D. Any notice shall include the dates of closure or cessation of operation, the reason for the closure or cessation of operation, and the date on which the licensee will reopen or resume operation.

E. Failure of the licensee to provide notice and to obtain authorization prior to closure or cessation of operation shall result in an automatic forfeiture of the license and the forfeiture of the unused portion of the license fee for the remainder of the license term.

F. Failure of the licensee to reopen or resume operation by the approved date shall result in an automatic forfeiture of the license and the forfeiture of the unused portion of the license fee for the remainder of the license term. [Ord. 98-08 § 1 (Exh. 1 § 5.13.130)].

5.15.140 Investigation by police, health, and fire departments.

A. Every application for an on-premises beer license or a private club license, together with any information required to be attached to it, shall be referred to the chief of police for inspection and report. An application for any other license under this chapter may be similarly referred to the chief of police in the discretion of the license official or the city council. The chief of police shall, within 10 days after receiving such application, report in writing to the city council: the general reputation of the applicant; the character of the premises and of the persons who habitually frequent the premises; the nature and kind of business conducted at such place; whether intoxicating liquors are or have been served or permitted to be drunk in the place; whether the place is or has been conducted in a lawful, quiet, and orderly manner; the nature and kind of entertainment, if any, at the place; whether gambling is or has been permitted, or gambling devices are or have been displayed upon the premises or by the applicant at any other place; and whether there is any ground to believe any statement made in the application is untrue. The chief of police shall add such further information as he believes to be pertinent. The chief of police shall add to the report in writing his or her recommendation as to the granting or denying of such application.

B. The application for any license under this chapter may, in addition to any other investigation, be referred to the health department. If such a referral is made, the health department shall make an investigation and inspection of the proposed licensed premises and shall report in writing to the city council whether the premises to be licensed are in a sanitary condition and whether the equipment used in the storage, handling, and distribution or sale of liquor, beer and other beverages and food, if any, comply with all city and state health regulations.

C. The application for any license under this chapter shall also be referred immediately to the fire chief for inspection and report. Within 10 days, he or she shall report in writing to the city council whether the proposed licensed premises comply with all applicable laws, ordinances, and regulations relating to safety in the event of fire or panic, and whether the premises are reasonably safe for the use applicable to the type of license applied for. [Ord. 98-08 § 1 (Exh. 1 § 5.13.140)].

5.15.150 Issuance of licenses – Renewal – Display.

A. Upon receipt of the required or requested reports from the chief of police, the fire chief, and the health department, and upon review of those reports and a determination by the license official that the applicant has complied with all applicable laws, ordinances, and regulations, the license official may be directed by city council or its designee to issue a license or renewal to the applicant for the retail sale of beer or liquor upon the licensed premises.

B. A renewal application will only be reviewed if it is for the same applicant and location as the previous license and for the year immediately following a licensed year. Otherwise, an initial application is required.

C. Every license issued under this chapter shall be posted and prominently displayed upon the licensed premises.

D. Licenses issued under this chapter shall not be transferable. [Ord. 98-08 § 1 (Exh. 1 § 5.13.150)].

5.15.160 Unlawful conduct.

In this chapter, the phrase “it is unlawful” is used to designate a criminal violation. Unless otherwise provided, such a violation shall be a Class B misdemeanor. [Ord. 98-08 § 1 (Exh. 1 § 5.13.160)].

5.15.170 Prohibited to sell to intoxicated person.

It is unlawful to sell any alcoholic beverage to any person intoxicated or under the influence of any alcoholic beverage. [Ord. 98-08 § 1 (Exh. 1 § 5.13.170)].

5.15.180 Protection of minors.

A. It is unlawful to sell any alcoholic beverage to any person under the age of 21 years and anyone doing so is strictly liable and guilty of a Class B misdemeanor.

B. It is unlawful for any licensee, agent, or employee of an on-premises license to permit any person under the age of 21 years to be in, to loiter about, or to frequent the licensed premises,

except with regards to bowling alleys and golf courses where a minor is legitimately involved in recreational activities. If a minor is legitimately on the premises of a bowling alley or golf course, the licensee, agent, or employee shall not allow the minor to possess or consume any alcoholic beverages.

C. It is unlawful for any licensee under this chapter to employ or to permit any person under the age of 21 years to transact the sale of, serve, dispense, or handle alcoholic beverages, subject, however, to the following exceptions:

1. A licensee holding a restaurant license may employ persons 18 years of age through 20 years of age to serve alcoholic beverages provided they are under the supervision of a person at least 21 years of age who is on the premises.
2. A licensee holding an off-premises license may employ persons 18 years of age through 20 years of age to transact the sale of or handle beer in its sealed original containers provided they are under the supervision of a person at least 21 years of age who is on the premises.
3. An off-premises licensee may also employ persons 16 years of age through 17 years of age for the handling of beer, exclusive of transactions, in its sealed original containers provided they are under the supervision of a person at least 21 years of age who is on the premises. The permitted activities for such persons under 18 years of age are limited to the locating, relocating or transporting of beer upon the premises.

D. It is unlawful for any person having charge or custody of any minor to take the minor into, or to suffer the minor to enter, be in, loiter about, or to frequent, any beer tavern or any premises for which an on-premises license has been issued except that minors will be allowed in bowling alleys and on golf courses for the purpose of recreation.

E. It is unlawful for any person under the age of 21 years to enter, to be in, to loiter about, or to frequent a beer tavern, or any premises for which an on-premises license has been issued except that minors will be allowed in bowling alleys and on golf courses for the purpose of recreation.

F. It is unlawful for any minor to possess, consume, or possess by consumption an alcoholic beverage. A violation of this section is a Class B misdemeanor. [Ord. 98-08 § 1 (Exh. 1 § 5.13.180)].

5.15.190 Entering premises violating state and city laws.

It is unlawful for any person to visit, to loiter about, to frequent, or to resort to any house, building, room, or premises where any alcoholic beverages are kept, stored, sold, bartered, offered, or exposed for sale in violation of state law or city ordinances. [Ord. 98-08 § 1 (Exh. 1 § 5.13.190)].

5.15.200 Repealed.

Repealed by Ord. O-10-2003. [Ord. 98-08 § 1 (Exh. 1 § 5.13.200)].

5.15.210 Advertising requirements.

It is unlawful for any person to advertise the sale of beer not in accordance with state law. [Ord. 98-08 § 1 (Exh. 1 § 5.13.210)].

5.15.220 Consumption on off-premises license.

It is unlawful for any licensee with an off-premises license to suffer or allow any person to consume any alcoholic beverage upon such premises. [Ord. 98-08 § 1 (Exh. 1 § 5.13.220)].

5.15.230 Illumination of premises.

It is unlawful for any licensee to fail to keep all parts of the licensed premises, to which customers have any access, illuminated with a minimum illumination of three foot-candles at all times it is occupied or open for business. [Ord. 98-08 § 1 (Exh. 1 § 5.13.230)].

5.15.240 Screening of private clubs and on-premises license.

It is unlawful for any licensee of a private club or on-premises establishment to keep the licensed premises, or arrange any booth, stall, furniture, fixture, screens, or curtains, so as to impede a full view of the premises and all of the occupants in it from the main floor entrance. [Ord. 98-08 § 1 (Exh. 1 § 5.13.240)].

5.15.250 Nuisances on licensed premises.

It is unlawful for any person to commit, keep or maintain a nuisance upon any licensed premises. It is unlawful for any person to suffer a nuisance to be maintained upon a licensed premises, owned, occupied, operated, or controlled by him or her or which may be in his or her charge. [Ord. 98-08 § 1 (Exh. 1 § 5.13.250)].

5.15.260 Beer acquired from brewer or wholesaler.

It is unlawful for any licensee to purchase or acquire or to have or possess, or to suffer to be kept upon the license premises, any beer except that lawfully acquired from a brewer or wholesaler licensed under the provisions of state law. [Ord. 98-08 § 1 (Exh. 1 § 5.13.260)].

5.15.270 On-premises employee.

It is unlawful for any on-premises licensee to employ or to suffer to work at the licensed premises any person who does not meet the requirements of such employment. [Ord. 98-08 § 1 (Exh. 1 § 5.13.270)].

5.15.280 Gambling devices in licensed premises.

It is unlawful for any licensee to have, possess, store, or display upon the licensed premises any gambling device or tickets for any purpose. [Ord. 98-08 § 1 (Exh. 1 § 5.13.280)].

5.15.290 Restrictions on brewer, jobber, and wholesaler.

No brewer, jobber, or beer wholesaler shall directly or indirectly supply, give, or pay for any furniture, furnishings or fixtures of a retailer of beer, nor shall any brewer, beer dealer, or beer wholesaler advance, furnish money, or pay for any license fee for such a retailer or be financially interested whether directly or indirectly in the conduct or operation of the business of any such retailer, or lend money, or grant more than 40 days trade credit to any such retailer. [Ord. 98-08 § 1 (Exh. 1 § 5.13.290)].

5.15.300 Premises' accessibility to police officer.

It is unlawful for any door or other means of ingress to or egress from any licensed premises to be locked or barred or barricaded in any way so as to interfere with the free entrance to the licensed premises by any police officer at any time while the premises are occupied or open to the public. All doors or other means of entrance to licensed premises during the time the premises are occupied or open to the public shall be left unlocked or unfastened so that any police officer may enter without any hindrance or delay; provided, however, that there may be maintained upon the premises a locked storeroom for the keeping of goods and supplies used in the business. Such storerooms shall at all times be subject to search and inspection by any police officer upon compliance with procedural requirements. It is unlawful for any licensee to deny any peace officer immediate access to the storeroom for search or inspection upon lawful demand made for such access. It is unlawful for any licensee to suffer any person, except a bona fide employee of the licensee or a peace officer, to enter or remain in the storeroom. [Ord. 98-08 § 1 (Exh. 1 § 5.13.300)].

5.15.310 Warning of approach of police.

It is unlawful for any person commonly known as a "lookout" to be stationed or maintained to give warning of the approach of any police officer to the licensed premises. It is unlawful to maintain or operate any electrical or other device which is used or capable of being used to give warning to persons within any such licensed premises of the approach of any police officer. [Ord. 98-08 § 1 (Exh. 1 § 5.13.310)].

5.15.320 Disorderly conduct on premises.

It is unlawful for any licensee to suffer or allow any disorderly conduct to be committed, or to suffer or allow any disorderly person to be or remain, upon any licensed premises. [Ord. 98-08 § 1 (Exh. 1 § 5.13.320)].

5.15.330 Lewd conduct on premises – Solicitation for immoral purposes.

A. Licensees under this chapter, whose license permits the consumption of alcoholic beverages on premises, shall not allow any conduct by any person on the premises that is proscribed by state law. Further, the licensee shall not allow the fondling of human genitals, pubic region, buttocks, or female breasts, nor allow the ultimate sex act, normal or perverted, actual or simulated, including, but not limited to, intercourse, oral copulation, sodomy, masturbation, excretion functions, nor allow any showing of any visual reproductions showing these things. Further, the licensee shall not allow any person to expose, or be dressed in a manner so as to expose to the view of others, the human genitals, pubic regions, buttocks, the female breasts, at the point immediately above the top of the areola to the bottom of the breast, the human male genitals in a discernibly turgid state, even if completely and opaquely covered, nor allow any visual reproductions showing these things.

B. It is unlawful for any person to solicit any other person upon any licensed premises for illicit sexual intercourse or other immoral purpose, or to be upon such premises for the purpose of such solicitation.

C. It is unlawful for any licensee to suffer or allow any violation upon the licensed premises of subsection B of this section. [Ord. 98-08 § 1 (Exh. 1 § 5.13.330)].

5.15.340 Begging drinks on premises.

It is unlawful for any person upon any public street or upon any licensed premises to beg or solicit a gift of any alcoholic beverage. [Ord. 98-08 § 1 (Exh. 1 § 5.13.340)].

5.15.350 Sale during license revocation or suspension.

It is unlawful for any person to sell alcoholic beverages after the revocation of any license issued to him or her, or during a period of suspension of such license. [Ord. 98-08 § 1 (Exh. 1 § 5.13.350)].

5.15.360 Licensee responsibility.

It is unlawful for any licensee under this chapter to fail to maintain full control of the conduct of the business upon the licensed premises, or to fail to inform himself or herself of the manner in which the business is conducted and of the activities of his or her agents, servants, and employees in and about the licensed premises. By accepting a license under this chapter, the

licensee is responsible to ensure the city that neither he or she nor his or her agents, servants, or employees will violate the terms of this chapter upon the licensed premises, and for breach of such responsibility the license may be revoked. [Ord. 98-08 § 1 (Exh. 1 § 5.13.360)].

5.15.370 Search of licensed premises.

Every licensee, by accepting a license issued under the provisions of this chapter, irrevocably consents that any city peace officer, upon compliance with procedural requirements, may at any time during the effective period of the license freely enter and inspect and search the licensed premises for any alcoholic beverage or for any other goods or chattels illegally possessed or kept on the licensed premises, or for evidence of any alleged crime under investigation by such police officer, and further consents to the seizure of any such alcoholic beverage, goods, chattels, or evidence which may be found upon such a search. [Ord. 98-08 § 1 (Exh. 1 § 5.13.370)].

5.15.380 Penalty for violation.

A. General Provision. A violation of any provision of this chapter shall be a Class B misdemeanor, unless otherwise established by state law.

B. Enhancement for Licensees. This subsection B applies to any conviction of Class B misdemeanors, or of more serious classifications of offenses, under this chapter or similar state or county laws.

1. It is specifically provided, that in case of a licensee's second conviction, within a 24-month period, the minimum penalty prescribed shall be not less than \$300.00, and in case of a licensee's third or subsequent conviction under this chapter within a 24-month period, the minimum penalty shall be not less than \$600.00. For the purposes of this chapter, the forfeiture of bail on a charge is deemed a prior conviction. This does not preclude the enforcement of any civil or administrative penalties applicable to such violations.

2. A licensee can reduce the time periods from 24 months to 12 months used to calculate second or subsequent convictions by implementing and conducting regular training for those employees involved in the transactions of alcoholic beverages. The training must be in the proper sales and handling of alcoholic beverages and must be in addition to the training set forth in this chapter. The licensee must maintain a record of the subject matter of the training, the length of the training, and those in attendance. To qualify for the time period reduction, training sessions must occur once each six months, last a minimum of 50 minutes each, with 90 percent attendance by employees, and with no employee missing two consecutive sessions.

C. Civil Penalties for Permittees. Violations of this chapter by a holder of a beer handler's permit shall result in the following administrative sanctions in addition to any criminal penalties assessed:

1. First violation, 14-day suspension of permit;
2. Second violation within a 24-month period, six-month suspension of permit;
3. Third violation within a 48-month period, one-year suspension of permit; and
4. Fourth violation within a 48-month period, permanent revocation of permit.

D. Any time period during which a permit is suspended shall be excluded when calculating the time period in determining the applicable enhancing civil penalty.

E. For purposes of this chapter, a violation can be found either as the result of a criminal conviction, or as the result of an administrative hearing under the licensing provisions of this title. [Ord. 98-08 § 1 (Exh. 1 § 5.13.380)].



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE: 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

ITEM TYPE: Ordinance

FISCAL IMPACT:

APPLICANT: City-initiated

**GENERAL PLAN
DESIGNATION**

Pertinent to the NR1 Future
Land Use Category/Setting

CURRENT ZONE
n/a

ACREAGE
n/a

COMMUNITY
n/a

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Senior
Planner

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code 17.60.155; Lot Size Mixture, and, Amending EMMC 17.25.040; Residential Development Standards.

BACKGROUND:

The City Council has adopted a "legislative priorities list" that the City's Legislative Affairs Director has set in writing. Among the activities to be accomplished by City Staff are a collection of code amendments. And among those amendments is a task that requires a redo of residential zoning to specify a required housing unit mix. This proposed amendment would require as follows: "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."

One Councilor who supported the idea of mixing lot sizes has reviewed the language of the draft and is pleased with the same. It should be noted that Staff contemplated the idea of putting the new language in EMMC 17.25 [probably in the footnotes or as a stand-alone paragraph under subsection 40]. Our preference is that we have the language inserted into the code (in whatever form it is adopted if adopted) where proposed now and in 17.25.040 or other appropriate area in Chapter 17.25.

ITEMS FOR CONSIDERATION:

Note that language proposed to be added to code is underlined, that which is proposed to be removed is shown as stricken, and text with neither marking is intended to remain as currently codified. Per Council preference, changes are highlighted in red font.

REQUIRED FINDINGS:

Ordinances pertaining to Development Code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

Approve with a recommendation that a minimum amount of property (e.g., 10 acres) be affected before adherence to the regulation is required.

ATTACHMENTS:

[ORD--EMMC 17.60.155 Lot Size Mixture](#)

[R1-R3 Lot Size Mixture Code Amend Redlines](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTERS 17.60.155 LOT SIZE MIXTURE
AND 17.25.040 RESIDENTIAL DEVELOPMENT STANDARDS**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code **Chapters 17.60.155 Lot Size Mixture and 17.25.040 Residential Development Standards**, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code **Chapter 17.60.155 Lot Size Mixture and 17.25.040 Residential Development Standards**.
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 on the 6th 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 the 6th 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 17.60

LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING

Sections:

- 17.60.010 What this chapter does.
- 17.60.020 Purpose.
- 17.60.030 Improvements required.
- 17.60.040 General landscape provisions.
- 17.60.050 Landscape plan.
- 17.60.060 Completion of landscape improvements.
- 17.60.070 Planting standards.
- 17.60.080 Design applications.
- 17.60.090 Required landscaping.
- 17.60.100 Residential landscape requirements.
- 17.60.110 Required buffer widths and improvements.
- 17.60.120 General fencing provisions.
- 17.60.130 Chain link fencing.
- 17.60.140 Clear vision triangle.
- 17.60.150 Lot size transitioning.
- 17.60.155 Lot size mixture (R lots)
- 17.60.160 Zone transitions.
- 17.60.170 Tables.
- 17.60.180 Diagrams.

17.60.155 Lot size mixture. This title allows land within the NR1 General Plan Category to be zoned R1, R2 or R3. However,

- a. 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,
- b. No more than 1/2 of the remaining building lots in that same subdivision shall be designated R2.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	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		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Recorder's Office

PRESENTED BY:

Eagle Mountain City Council

RECOMMENDATION:

Staff recommends that the City Council considers an Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain City Code Chapter 2.08, Form of Government and Section 2.15.120 Presiding Officer.

BACKGROUND:

The proposed code was submitted and requested for consideration by Council Members Rich Wood and Brett Wright.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 2.08 Form of Government](#)
[EMMC 2.08 and 2.15.120 - Redlines](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ENACTING EAGLE
MOUNTIAN CITY CODE CHAPTER 2.08 FORM OF GOVERNMENT AND
SECTION 2.15.120 PRESIDING OFFICER**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to enact Eagle Mountain Municipal Code, Chapter 2.08 FORM OF GOVERNMENT and Section 2.15.120 Presiding Officer, 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 the enactment of Eagle Mountain Municipal Code Chapter 2.08 FORM OF GOVERNMENT and Section 2.15.120 Presiding Officer.
2. The proposed code 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 6th 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 6th day of February 2024.

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 excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Chapter 2.08

FORM OF GOVERNMENT

Sections:

- 2.08.010. Form of Government.
- 2.08.020. Legislative Powers.
- 2.08.030. Council Administration.
- 2.08.040. Executive Powers.
- 2.08.050. Staff Powers.
- 2.08.060. Adoption of Policies.

2.08.010. Form of Government.

Eagle Mountain City ~~adopts the~~ **is a** six member council form of government. The powers of municipal government in Eagle Mountain are vested in the city council consisting of six members, one of which is the mayor. All legislative, executive, and administrative powers are held by the six member city council.

2.08.020. Legislative Powers.

The city council shall exercise its legislative powers through ordinance.

2.08.030. Council Administration.

No one member of the ~~city council or the mayor~~ **6 member council** shall make decisions for the ~~city council~~ **body** nor shall any member of the ~~city council~~ **body**, knowingly ~~or otherwise~~, give the perception to an organization or individual citizen that they **are authorized to** represent the full body of the ~~city council~~ without the city council's vote and approval in an open and public meeting.

2.08.040. Executive Powers.

A. Except as otherwise provided for in the Eagle Mountain Municipal Code, the executive powers of the mayor shall be in accordance with the municipal code (see EMMC 2.10.010). The mayor's executive powers, duties, and functions are limited to those found in the Eagle Mountain Municipal Code, Eagle Mountain City policies and procedures, and resolutions adopted by the city council.

B. The mayor shall take care that the laws of Eagle Mountain City are faithfully executed. The mayor shall not veto or prevent the execution of an ordinance, policy, resolution, or request by the majority vote of the body of the city council, by verbal or written communication, action, inaction, implication, or intimidation of staff.

2.08.050. Staff Powers.

City staff of Eagle Mountain shall follow the Eagle Mountain Municipal Code, resolutions adopted by the city council, and all policies found in the policies and procedures manual. Staff shall not enter into or renew a contract or agreement, except as allowed by the municipal code or as directed by city council after a vote in an open and public meeting. Staff shall not give the perception to an organization or individual citizen that they represent the full body of the council

without the city council's vote and approval in an open and public meeting.

2.08.060. Adoption of Policies.

No new policies, code, ordinance, or resolution shall be created ~~or~~ **and** enacted by mayor or staff without ~~written request and then~~ **the** consent of the majority vote of city council in an open and public meeting.

**Chapter 2.15
CITY COUNCIL**

Sections:

2.15.120. Mayor Pro Tempore and Council Assignments.

2.15.120. Mayor Pro Tempore and Council Assignments.

On an annual basis, but at least on or before the second city council meeting in January, the city council shall meet and:

A. Elect a mayor pro tempore **by nomination and a majority vote** from the body of elected city council members and;

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 process for assignment will first allow for voluntary nomination. If assignments have not been filled, then the body will assign by majority vote.**



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 6, 2024

TITLE:	UPDATE - Legislative Priorities List		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Cliff Strachan, Admin

PRESENTED BY:

Cliff Strachan, Director of
Legislative Affairs

RECOMMENDATION:

BACKGROUND:

EMMC 2.15.100 establishes a legislative priorities list to clarify by adoption or amendment the authorized ongoing priorities of the city council and to provide direction to the city administrator in prioritizing the day-to-day activities of the director of legislative affairs. The list is provided for information and discussion. The city council may make changes to the list of priorities via majority vote. The attached list includes a description of the issues prioritized, prioritization, status designation, and comments or updates concerning the item.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Legislative Priorities List](#)

Legislative Priorities List														Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardsh	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								
2023.001	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				
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat. A change is needed such that when a plat is amended, the average lot size needs be based on the amended plat, not the original plat.	High Priority	Do	In Progress	2/28/2024	1/31/2024	The item received a recommendation from PC on 11/14/2023 and is on the Council agenda for 2/6/2024.	11/7/2023	Draper				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								
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	Delegate	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	Schedule	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. Working on a request for OneView training.	5/16/2023	Strachan								
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								

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							
2023.029	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	-	-		1/31/2024	New Community Development Software, OpenGov, will help us with our reporting and dashboards. May require ESRI ArcMap and other software to work together to visibly display data, if desired. Growth Data & Vested Unit Data was shared with Council at the Council Visioning Conference on 1/26/24.		Mumford					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		
2023.050	21	City-sponsored Waterwise Landscaping 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			
2023.003	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	1/16/2024	1/16/2024	Some relevant ordinance changes were approved on 9/19/2023 and 1/16/2024. Staff continues to work on an amendment related to lot-line adjustments and military compability. These are both scheduled for the 2/6/2024 Council meeting. Advancement of the military compatibility amendment is going to be impacted by a new (2024) proposed Utah Code amendment. Staff still has mobile business regulations to address, as well as a GP water element that is a longer term project.	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	1/31/2024	This code amendment has been drafted and is going to PC in February.	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		
2023.004	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	Do	In Progress	3/31/2024	1/31/2024	PC has recommended draft code changes which will be coming to CC in February.	8/15/2023	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		

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							
2023.004	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	1/31/2024	Staff has meeting scheduled on 2/5/2024 to begin discussing 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		
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	1/31/2024	Property aquisition for southern portion slated for February 6 City Council. Construction bid documents will be sent out next week for south portion with intent to add north as a change order or second phase.	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			

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							
2023.041	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					
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			

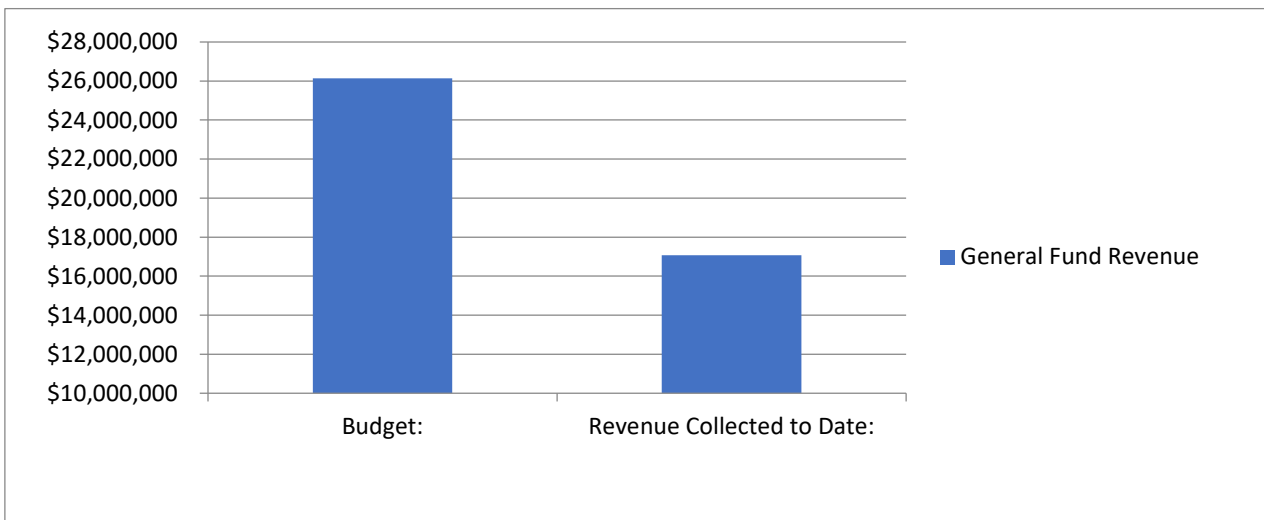
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through December 2023

GENERAL FUND

General Fund Revenues

Budget: \$ 26,131,704
Revenue Collected to Date: \$ 17,073,377
Percent of Total Budget Collected: 65%
Percent of Year Completed: 50%



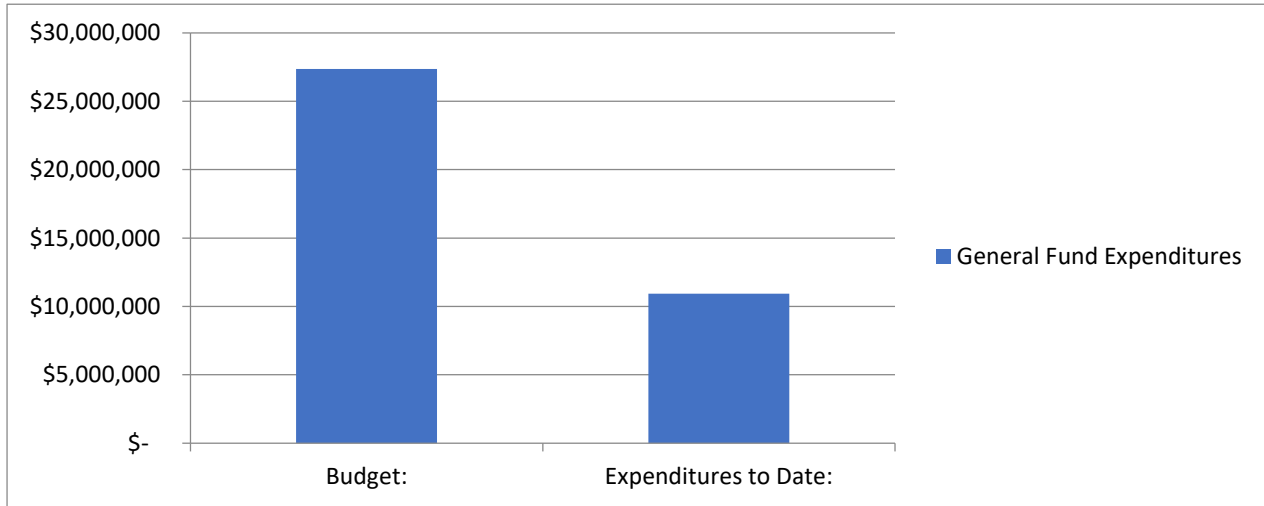
Revenue Analysis

Revenue Sources	Budget	To Date	% Collected
Taxes	\$ 17,721,658	\$ 10,495,581	59.22%
Licenses and Permits	\$ 30,000	\$ 15,000	50.00%
Planning Building & Eng Fees	\$ 2,634,608	\$ 3,036,039	115.24%
Intergovernmental	\$ 2,347,000	\$ 1,370,346	58.39%
Charges for Services	\$ 235,000	\$ 152,727	64.99%
Recreation	\$ 127,400	\$ 119,272	93.62%
Utility Revenue	\$-	\$ 88,840	0.00%
Fines & Forfeitures	\$ 13,500	\$ 9,033	66.91%
Other Revenues	\$ 183,500	\$ 133,360	72.68%
Interfund Transfers	\$ 2,129,038	\$ 1,049,380	49.29%
Special Revenues & Resources	\$ 710,000	\$ 603,799	85.04%

Note: Development related revenue coming in stronger than projected.

General Fund Expenditures

Budget: \$ 27,359,202
Expenditures to Date: \$ 10,924,919
Percent of Total Budget Expended: 40%
Percent of Year Completed: 50%



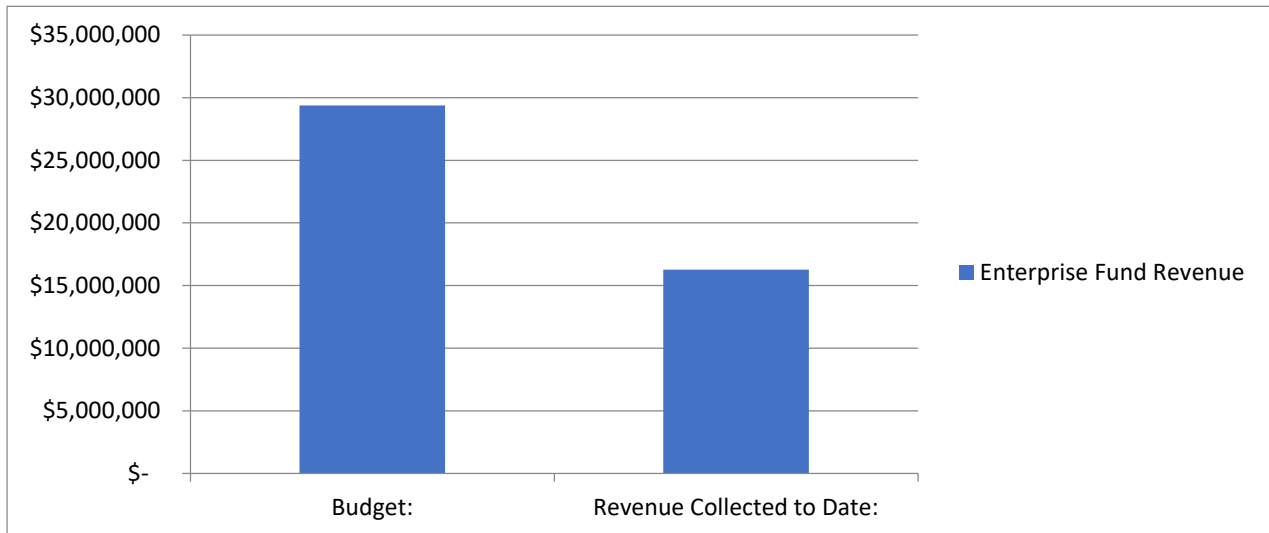
Expense Analysis

				% Yr.
	Budget	To Date	% Expended	Completed
11 General Government	\$ 4,681,354	\$ 1,862,384	40%	50%
18 Community Services	\$ 2,670,832	\$ 843,429	32%	50%
19 Non-Departmental	\$ 2,806,911	\$ 1,616,036	58%	50%
21 Public Safety	\$ 6,695,094	\$ 2,589,035	39%	50%
32 Planning & Zoning	\$ 1,291,055	\$ 526,218	41%	50%
33 Building Inspections	\$ 1,737,304	\$ 770,191	44%	50%
41 Public Works	\$ 6,831,783	\$ 2,717,625	40%	50%
61 Interfund Transfers	\$ 644,869	\$ -	0%	50%

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 29,373,802
Revenue Collected to Date: \$ 16,268,896
Percent of Total Budget Collected: 55%
Percent of Year Completed: 50%



Revenue Analysis

	Budget	To Date	% Received	% Yr. Completed
51 Water Fund	\$ 17,037,005	\$ 9,637,676	57%	50%
52 Sewer Fund	\$ 8,362,585	\$ 4,516,616	54%	50%
57 Solid Waste Fund	\$ 2,495,762	\$ 1,339,725	54%	50%
59 Storm Drain Fund	\$ 1,478,450	\$ 774,878	52%	50%

Fund 51 - Water Fund:

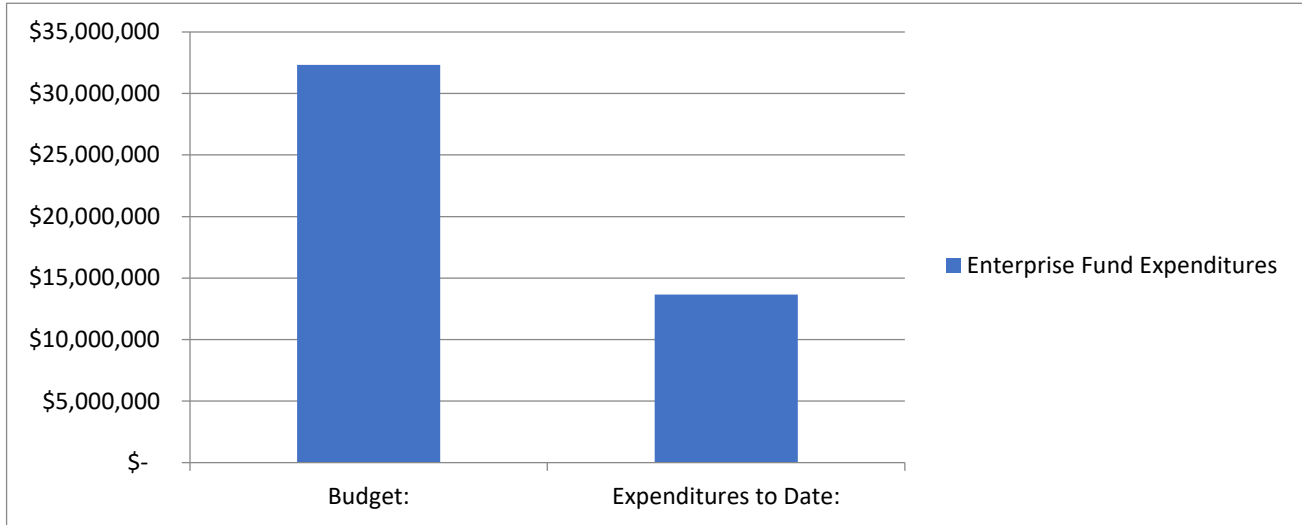
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	\$	32,333,838
Expenditures to Date:	\$	13,652,385
Percent of Total Budget Expended:		42%
Percent of Year Completed:		50%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
51 Water Fund	\$ 18,187,005	\$ 9,638,224	53%	50%
52 Sewer Fund	\$ 10,172,621	\$ 2,566,215	25%	50%
57 Solid Waste Fund	\$ 2,495,762	\$ 1,090,653	44%	50%
59 Storm Drain Fund	\$ 1,478,450	\$ 357,293	24%	50%

Note:

The Water Fund had a \$5.3M payment to Central Utah Water Conservancy District for payment of Development Fees that took place in Ju

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.

Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses

Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.

Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 12/31/2023	Committed Balance	Available Balance	Projected Available Balance by 6/30/2024**
11 - Water Impact Fee Fund	\$22,756,894	\$19,933,789	\$2,823,105	\$4,647,413
12 - Wastewater Impact Fee Fund	\$2,727,946	\$1,585,901	\$1,142,045	\$2,082,044
15 - Parks/Trails Impact Fee Fund	\$6,789,587	\$5,123,526	\$1,666,061	\$3,461,427
16- Public Safety Impact Fee Fund	\$111,365	\$0	\$111,365	\$135,785
17 -Stormwater Impact Fee Fund	\$3,630,402	\$2,500,300	\$1,130,102	\$1,410,290
18 -Transportation Impact Fee Fund	\$1,379,252	\$4,806,617	(\$3,427,365)	(\$2,844,081)

****Available balance + the average of the future facilities impact fee collected and projected out.**

*Unaudited figures - adjusting entries will be done throughout the fiscal year.