



EAGLE MOUNTAIN CITY COUNCIL MEETING

SEPTEMBER 3, 2024, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

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

1.A. DISCUSSION - Transfer of Density Rights Program

1.B. DISCUSSION - Cedar Corners Phase 5 Concept Plan

1.C. DISCUSSION - Ranches Property and Eagle Mountain Properties Parcels 29, 30, & 31 Rezone

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED SESSION

The City Council will adjourn into a Closed Session for the purpose of discussion of pending or 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 PM 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 ITEMS

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

9. APPOINTMENTS

9.A. Youth Council Advisors

1. Angeline Washburn - One-year Term through June 2025

2. Nathan Washburn - One-year Term through June 2025

CONSENT AGENDA

10. BOND RELEASES

- 10.A. Hidden Hollow Phase C, Plat 4 - Into Warranty
- 10.B. Scarlet Ridge Offsite Sewer Line - Out of Warranty

11. MINUTES

- 11.A. August 20, 2024 Minutes - Regular City Council Meeting

12. PRELIMINARY PLATS & SITE PLANS

- 12.A. SITE PLAN - Harmony Eagle Mountain Utah West Stake Center
- 12.B. PRELIMINARY PLAT - Eagle Square Commercial

13. RESOLUTIONS

- 13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Appointing Laura LaRue as the Eagle Mountain City Deputy Treasurer.
- 13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amended Purchase Agreement with Eagle Mountain Airport LLC for the Acquisition of a Right-of-Way along Old Airport Road.
- 13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Meadowbrook Properties Limited Partnership for the Acquisition of a Right-of-Way along Old Airport Road.
- 13.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement for Joint Administration of the 2024 General Election.
- 13.E. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Addendum to the Commercial Lease Agreement between Star West Eagle Mountain Properties LLC and Eagle Mountain City.

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

- 14.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Fiscal Year 2024-2025 Annual Budget.

BACKGROUND: *(Presented by Director of Administrative Services Kimberly Ruesch)*
State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the first budget amendment for Fiscal Year 2024-2025.

- 14.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah,

Amending the Eagle Mountain Municipal Code Chapters 17.25 Residential Zones, 17.35 Commercial Zones, and 17.37 Business Park Zones.

BACKGROUND: *(Presented by Wildlife Biologist/Environmental Planner Todd Black)* The proposed amendments relate to setbacks near a natural wash in the Generally Applicable Provision sections within the Residential, Commercial, and Business Park Zones. The phrase “significant setbacks” occurs in three places in the Eagle Mountain Municipal Code, and staff recommends changing this to a defined fifty-foot (50') setback from the top of the wash to be consistent and measurable. This aligns with a recommendation from JWO Engineering in their 2022 Tickville Wash report.

14.C. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as the Enyo Battery Property.

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* The proposed ordinance rezones approximately 160 acres of land from the Airpark Zone to the Agriculture Zone. The property is located in the south/southwest end of the City at the intersection of 500 East and 100 North, Utah County Parcel Number 59:068:0004.

14.D. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Repealing and Replacing Chapter 17.40 Industrial Zone, and Amending Chapters 17.20 Agriculture Zone and 17.38 Commercial Storage Zone.

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* The proposed amendment adds an introductory subsection for each chapter; eliminates the conditional uses in each chapter; creates a land use table for permitted, special, and prohibited uses; makes minor revisions to EMMC 17.38 to withdraw a moving vehicle quantity cap and add Caretaker Dwelling standards; and repeals and replaces EMMC 17.40 to remove references to previous zoning district equivalents.

14.E. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code to Enact Section 17.60.155 Lot Size Mixture (R Lots).

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* The proposed amendment adds EMMC Section 17.60.155 to specify that a mixture of lot sizes and zoning is required for subdivisions being proposed for development in the Neighborhood Residential One Future Land Use designation. The proposed language states that no more than one-third of the total lots in any subdivision within the Neighborhood Residential One Future Land Use designation shall be comprised of lots zoned R3, and no more than one-half of the remaining lots in that same subdivision shall be designated R2. This item was tabled at the February 6, 2024 City Council Meeting.

14.F. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.10 Definitions, and Sections 16.35.090 Privacy Fencing, 17.60.120 General Fencing Provisions, and 17.60.130 Chain Link Fencing.

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* The proposed amendment adds a definition for retaining walls, clarifies allowed amounts of wire

fencing, screening, and screening replacement requirements along certain roadways, and clarifies retaining wall construction and allowed locations. This item was tabled at the July 2, 2024 City Council meeting.

15. BERRY PROPERTY

- 15.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Land Use Map for Certain Lands Known as the Berry Property.

BACKGROUND: *(Presented by Planner Steven Lehmitz)* The proposed ordinance amends the General Plan Land Use Designation for a 7.3-acre parcel from Agriculture/Rural Density Two to Foothill Residential. The property is located along Pole Canyon Boulevard, between the Triumph and Scarlet Ridge master developments, Utah County Parcel Number 59:019:0015.

- 15.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as the Berry Property.

BACKGROUND: *(Presented by Planner Steven Lehmitz)* The proposed ordinance rezones a 7.3-acre parcel from Agriculture to Foothill Residential. The property is located along Pole Canyon Boulevard, between the Triumph and Scarlet Ridge master developments, Utah County Parcel Number 59:019:0015.

16. EAGLE MOUNTAIN PROPERTIES

- 16.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan or Future Land Use Map for Certain Lands Located within the Eagle Mountain Properties Master Plan Area.

BACKGROUND: *(Presented by Brandon Larsen)* The proposed ordinance includes multiple Future Land Use Map amendments for properties within and about the Eagle Mountain Properties Master Plan area. Approximately 3,989.60 acres of land are included in the re-entitlement proposal. The proposed changes are part of a City-wide effort, where appropriate, to assign properties land use zones/districts that are currently codified and administered by the City. Amendments to the City's Future Land Use Map are also proposed in an effort to help harmonize the proposed zone map amendments with the Future Land Use & Transportation Map. This application represents the first of such efforts to be done in phases and sectors.

- 16.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Located within the Eagle Mountain Properties Master Plan Area.

BACKGROUND: *(Presented by Brandon Larsen)* The proposed ordinance includes multiple zone map amendments for properties within and about the Eagle Mountain Properties Master Plan area. Approximately 3,989.60 acres of land are included in the re-entitlement proposal. The proposed changes are part of a City-wide effort, where appropriate, to assign properties land use zones/districts that are currently codified and administered by the City. This application represents the first of such efforts to be done in phases and sectors.

17. LEGISLATIVE ITEMS

17.A. UPDATE - Legislative Priorities List

18. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

This time is set aside for the City Council's and Mayor's comments on City business, and for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

19. COMMUNICATION ITEMS

19.A. Upcoming Agenda Items

20. ADJOURNMENT

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

By the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations 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 29th day of August, 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
SEPTEMBER 3, 2024**

TITLE:	Cedar Corners Phase 5 Concept Plan
ITEM TYPE:	Concept Plan
FISCAL IMPACT:	N/A
APPLICANT:	Tamarak Homes, Inc., Eric Yergensen

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Neighborhood Residential One Zone: Residential	1.44 Acres

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Provide feedback to the applicant.

BACKGROUND:

This property (Parcel No. 59:007:0092) was originally part of the Cedar Corners residential development. The preliminary plat for the project was approved on January 16, 2007, and showed this section being subdivided into 7 lots. The rest of the project has been completed as originally approved. The applicant is seeking feedback on a proposal to rezone the property to the RC zone, thus allowing 7 lots to be constructed. After meeting with staff, it was determined that the applicant would complete a half-width road across the south end of their property and the adjacent park.

ITEMS FOR CONSIDERATION:

Concept plans are a means for applicants to receive input on proposed developments prior to incurring costs associated with further stages of the approval process.

PLANNING COMMISSION ACTION/RECOMMENDATION:

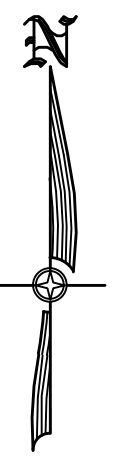
The Planning Commission provided positive feedback.

ATTACHMENTS:

1. Cedar Corners Concept Plan
2. Cedar Corners Phase 5 Maps
3. 08.13.2024 Planning Commission Report of Action



TOTAL AREA=20.76 ACRES
88 LOTS=11.89 ACRES
OVERALL DENSITY=4.24 LOTS/ACRE
SMALLEST LOT SIZE=5,258 SQ. FT.
LARGEST LOT SIZE=7,366 SQ. FT.
AVERAGE LOT SIZE=5,883 SQ. FT.
ROW DEDICATION=4.09 ACRES
OPEN SPACE=4.78 ACRES

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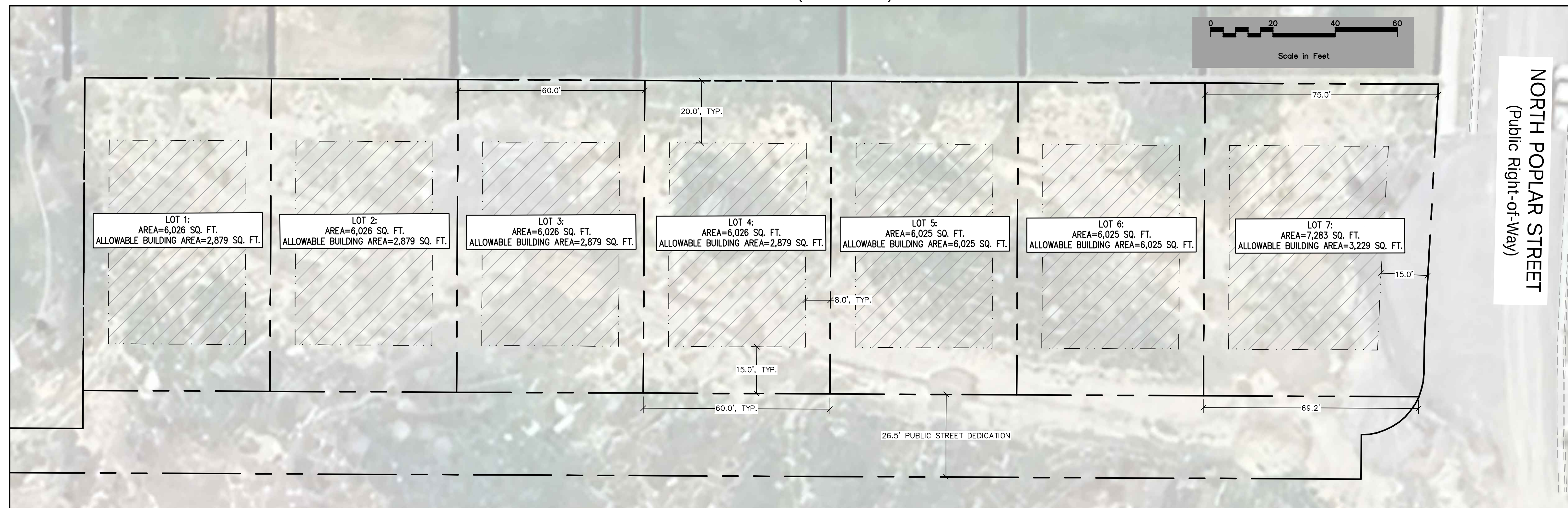
100718 SOUTH BECKSTEAD LANE, STE. 102
SOUTH JORDAN, UT 84095 - 801-949-6296

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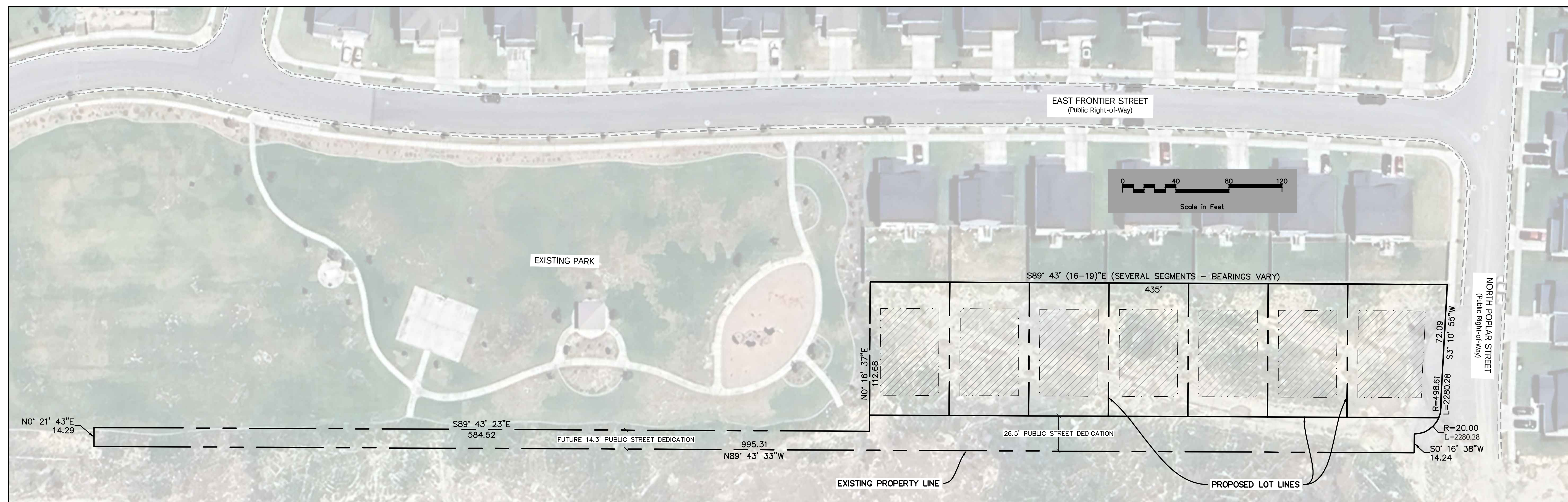
CONCEPT LOTS AND ROADS PLAN – WITH AERIAL

EXH2

PROJECT ID:	DATE:
A-1000	06/20/24
FILE NAME:	SCALE:
PRJ-EME	



NOT FOR
CONSTRUCTION



LEGEND

Residential Categories:

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

Mixed Use/Commercial Categories:

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

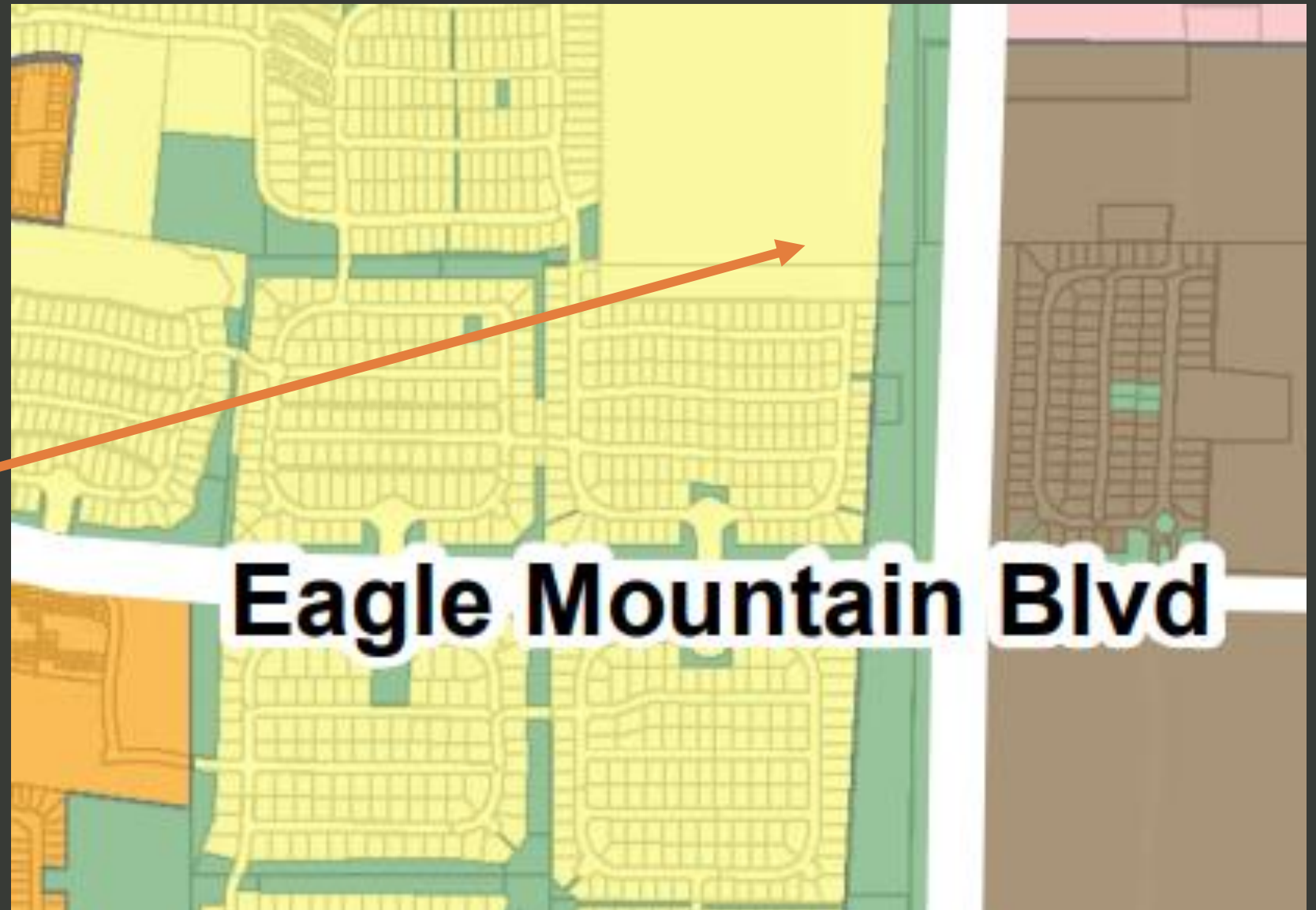
Public/Civic Categories:

-  Civic Uses/Schools
-  Parks and Open Space

 NEIGHBORHOOD CHARACTER AREA

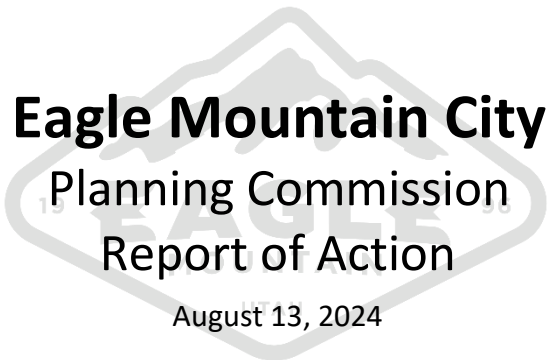
TRANSPORTATION

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



Zoning





Eagle Mountain City Planning Commission Report of Action

August 13, 2024

ITEM #7A This property (Parcel No. 59:007:0092) was originally part of the Cedar Corners residential development. The preliminary plat for the project was approved on January 16, 2007, and showed this section being subdivided into 7 lots. The rest of the project has been completed as originally approved. The applicant is seeking feedback on a proposal to rezone the property to the RC zone, thus allowing 7 lots to be constructed. After meeting with staff, it was determined that the applicant would complete a half-width road across the south end of their property and the adjacent park. Steven Lehmitz, 801-789-6617, slehmitz@emcity.org, **CNCP-24-7**

The following action was taken by the Planning Commission on the above-described item at its regular meeting of August 13, 2024:

CONCEPT PLAN

Motion By: N/A

Second By: N/A

Votes in Favor of Motion: N/A

Jason Allen was present as Chair.

Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

New findings stated as basis of action taken by the Planning Commission or recommendation to the Municipal Council; Planning Commission determination is not generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

N/A

RELATED ACTIONS

N/A

PROPOSED OCCUPANCY

- 7 Total Units
- Type of occupancy proposed: Single Family

PROPOSED PARKING

N/A

DEVELOPMENT AGREEMENT

N/A

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

There are remaining notes from the Development Review Committee (DRC) review that need to be considered.

- Utilities should be installed in the road;
- Minimum required road width/drivable surface for roadways serving residential units with fire hydrants is 26';
- Lot frontages to vary per RC zone; and
- The City is open to having the road improvements go across the south end of the adjacent park.

CONCERNS RAISED BY PUBLIC

None

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- The applicant, in response to questions asked by Commissioners, stated that they have had the property for a few years and are now ready to build. Also, they were unaware of any past plans to develop the site.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- It was verified that the site would have the proper access for development, meaning the proposed road would be constructed along the south end of the adjacent park; and
- No concerns were raised.

Brandon Larsen

Planning Director

See Key Land Use Policies of the Eagle Mountain General Plan, applicable Titles of the Eagle Mountain City Code, and the Staff Report to the Planning Commission for further detailed information.

Administrative decisions of the Planning Commission **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Planning Division, **within fourteen (14) calendar days of the Planning Commission's decision** (Eagle Mountain City office hours are Monday through Friday, 7:30 a.m. to 5:30 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	DISCUSSION - Ranches Property and Eagle Mountain Properties Parcels 29, 30, & 31 Rezone
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Multiple, see attachments	Approximately 216 acres

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

This is just a discussion.

BACKGROUND:

Staff are seeking feedback from Council on the proposed rezone, along with applicable future land use map amendments, of multiple parcels (17) in the Ranches and Eagle Mountain Properties Master Development Plan area. All but three (3) of these parcels lie in the Ranches area. All parcels are vacant. Attached to this proposal is a map and property list. This is part of a larger effort to consider rezoning vacant parcels in the City to line up with a zone found in the current City Code. The Eagle Mountain Properties and Ranches master development agreements are expired.

ITEMS FOR CONSIDERATION:

This is a discussion item only. The proposed rezone of the subject parcels, along with applicable future land use map amendments, will come to the Council for final decision on September 17, 2024.

PLANNING COMMISSION ACTION/RECOMMENDATION:

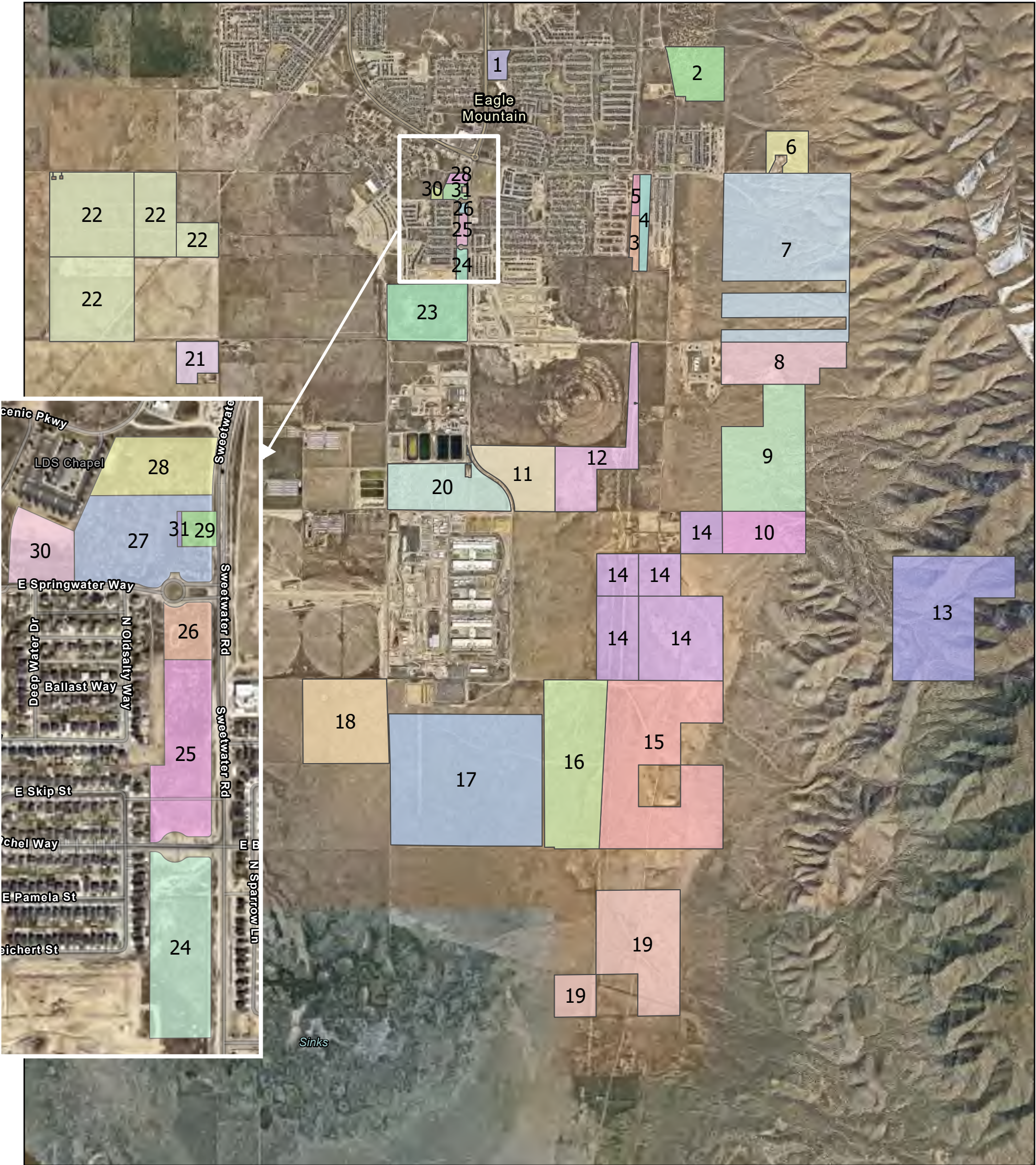
ATTACHMENTS:

1. Proposed Rezoning by Parcel Map
2. Combined Map and Parcel List

Proposed Rezones by Parcel

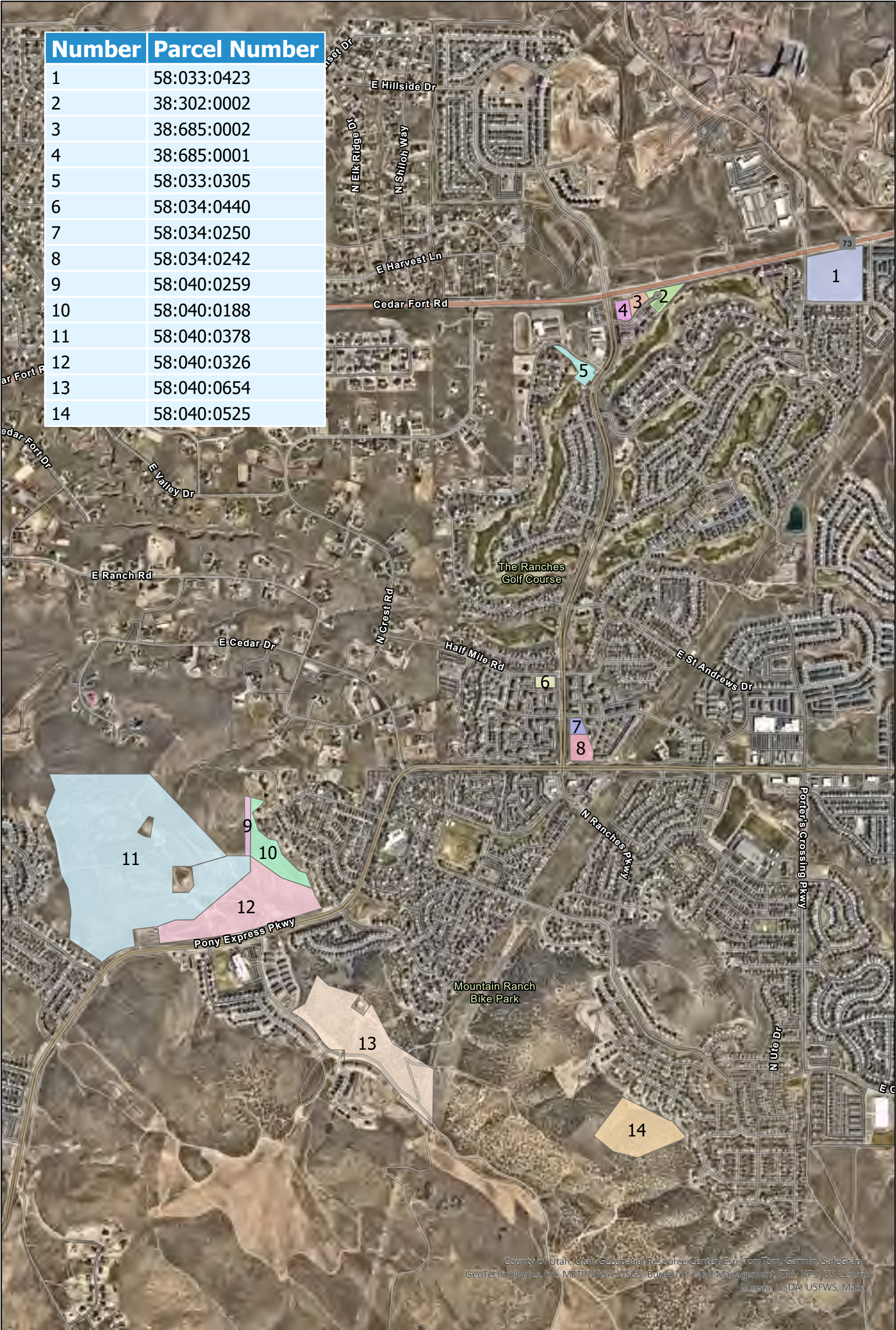
Eagle Mountain Properties

Number	Parcel Number	Number	Parcel Number	Number	Parcel Number
1	59:044:0092	14	59:029:0003	22	59:047:0011
2	59:007:0026	14	59:029:0003	22	59:047:0011
3	59:018:0032	14	59:029:0003	22	59:047:0011
4	59:018:0040	14	59:029:0003	22	59:047:0011
5	59:018:0038	14	59:029:0003	23	59:045:0151
6	59:008:0006	15	59:030:0006	24	59:045:0061
7	59:017:0003	16	59:030:0008	25	59:045:0060
8	59:020:0008	17	66:815:0001	26	59:045:0041
9	59:020:0001	18	59:068:0004	27	59:045:0043
10	59:028:0004	19	59:084:0002	28	59:045:0044
11	59:056:0037	19	59:084:0002	29	59:045:0006
12	59:019:0008	20	59:056:0043	30	42:050:0002
13	59:027:0001	21	59:054:0013	31	59:045:0045



Proposed Rezones by Parcel

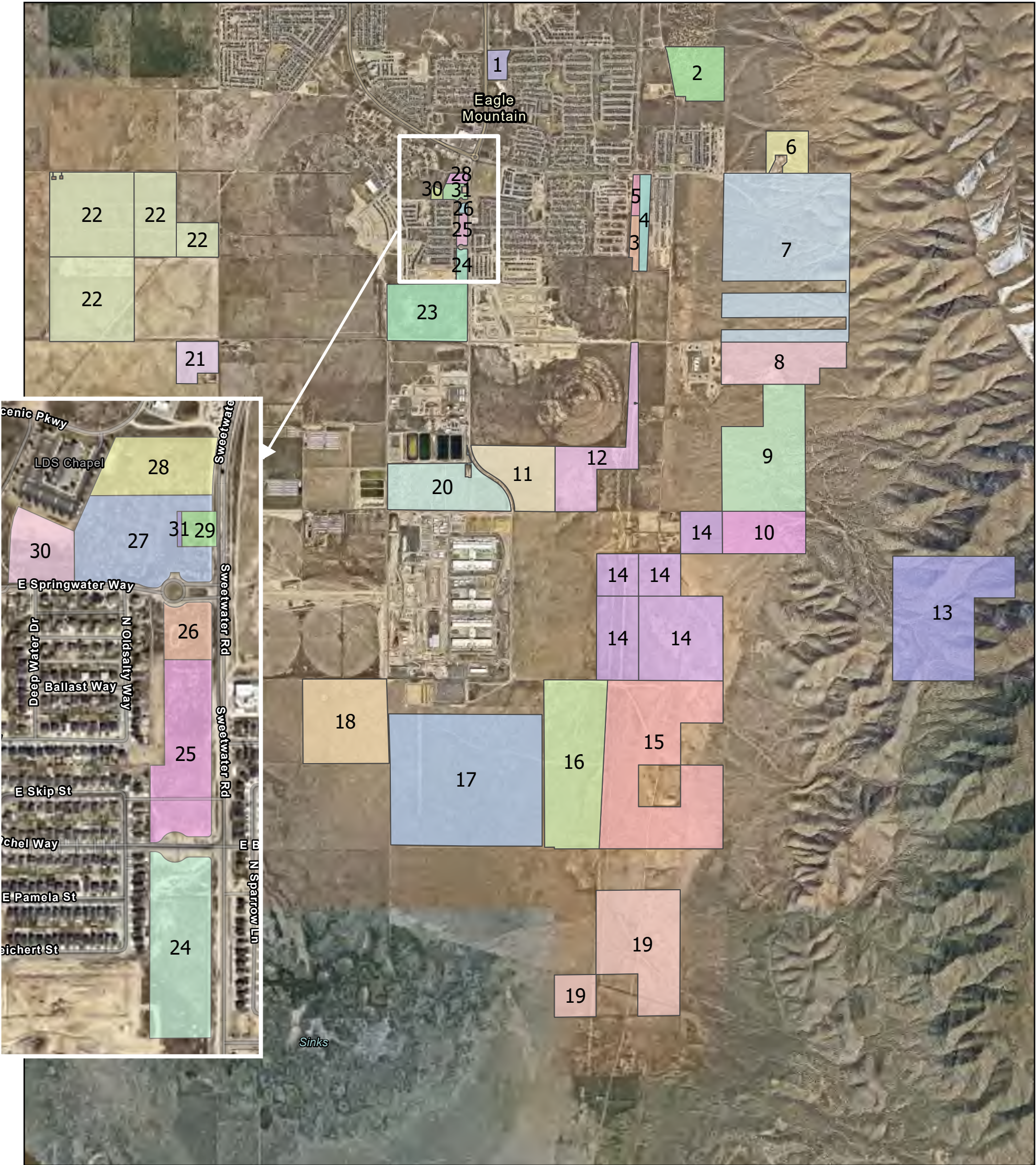
The Ranches Properties



Proposed Rezones by Parcel

Eagle Mountain Properties

Number	Parcel Number	Number	Parcel Number	Number	Parcel Number
1	59:044:0092	14	59:029:0003	22	59:047:0011
2	59:007:0026	14	59:029:0003	22	59:047:0011
3	59:018:0032	14	59:029:0003	22	59:047:0011
4	59:018:0040	14	59:029:0003	22	59:047:0011
5	59:018:0038	14	59:029:0003	23	59:045:0151
6	59:008:0006	15	59:030:0006	24	59:045:0061
7	59:017:0003	16	59:030:0008	25	59:045:0060
8	59:020:0008	17	66:815:0001	26	59:045:0041
9	59:020:0001	18	59:068:0004	27	59:045:0043
10	59:028:0004	19	59:084:0002	28	59:045:0044
11	59:056:0037	19	59:084:0002	29	59:045:0006
12	59:019:0008	20	59:056:0043	30	42:050:0002
13	59:027:0001	21	59:054:0013	31	59:045:0045



Proposed Rezones by Parcel

The Ranches Properties



Number	Parcel Number
1	58:033:0423
2	38:302:0002
3	38:685:0002
4	38:685:0001
5	58:033:0305
6	58:034:0440
7	58:034:0250
8	58:034:0242
9	58:040:0259
10	58:040:0188
11	58:040:0378
12	58:040:0326
13	58:040:0654
14	58:040:0525

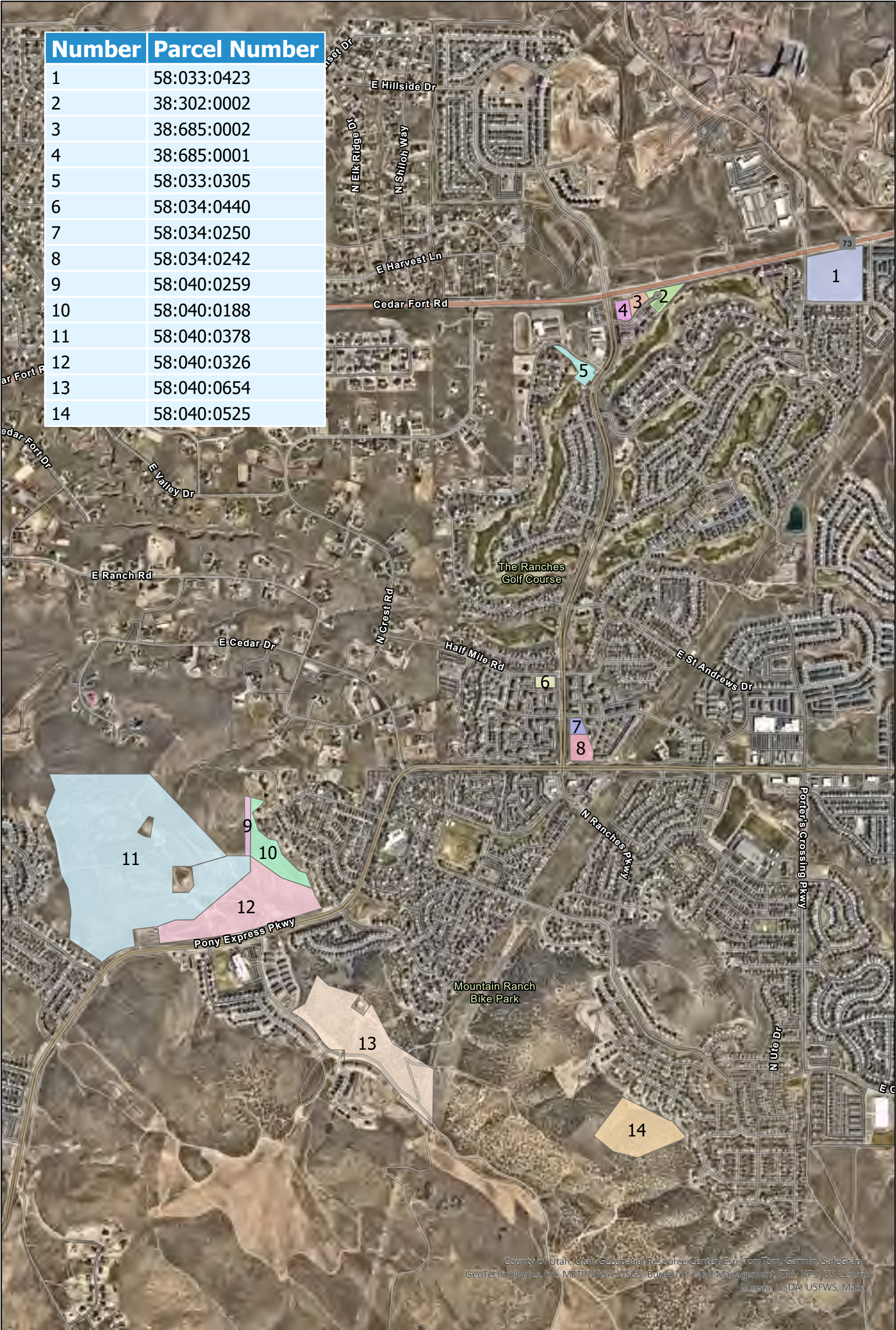


Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
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Eagle Mountain Properties List

1	WALDEN ESTATE LLLP, MONTE VISTA RANCH LC	59:044:0092	13.7	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C- 1	Community Commercial	CN	EMMC 17.35
2	LAKE MOUNTAIN DEVELOPMENT LLC	59:007:0026	64.9	Agricultural/Residential Density 2	Eagle Mountain Properties/Residential	No Change	RD2	EMMC 17.25
3	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0032	10.8	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20
4	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0040	21.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20
5	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0038	7.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20
6	MONTE VISTA RANCH LC	59:008:0006	35.7	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
7	MONTE VISTA RANCH LC	59:017:0003	422.7	Foothill Residential	Ault Farms/Parks and Open Space	No Change	FR/AG	EMMC 17.20 / EMMC 17.25
8	MONTE VISTA RANCH LC	59:020:0008	111.2	Foothill Residential & Parks and Open Space (2x tiny sections)	Ault Farms/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25
9	MONTE VISTA RANCH LC	59:020:0001	202.8	Foothill Residential	Eagle Mountain Properties/Mixed-Use Residential/Commercial	Foothill Residential	FR	EMMC 17.25
10	MONTE VISTA RANCH LC	59:028:0004	81.1	Foothill Residential & Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25
11	MONTE VISTA RANCH LC	59:056:0037	90.8	Community Commercial	Eagle Mountain Properties/Commercial C-1 (along road) & Residential	Business Park/Light Industry	LMD/AG	EMMC 17.20 / EMMC 17.37
12	MONTE VISTA RANCH LC	59:019:0008	106.9	Community Commercial & Business Park/Light Industry & Neighborhood Residential One	Eagle Mountain Properties/Residential & Parks and Open Space	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
13	MONTE VISTA RANCH LC	59:027:0001	269.3	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20
14	MONTE VISTA RANCH LC	59:029:0003 (4 pieces)	360.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties & Scarlet Ridge/Commercial C-2 & Residential & Parks and Open Space	No Change	RD1/RD2, AG	EMMC 17.20 / EMMC 17.25
15	MONTE VISTA RANCH LC	59:030:0006	380.5	Community Commercial & [mostly] Business Park/Light Industry	Eagle Mountain Properties & Non-MDA/Agricultural & Residential & Parks and Open Space	No Change	RD1/RD2	EMMC 17.25
16	UTLCO EAGLE MTN TWO LLC	59:030:0008	228.6	Business Park/Light Industry	Eagle Mountain Properties/Commercial C-2	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40
17	STADION LLC	66:815:0001	458.2	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40
18	LAKE MOUNTAIN LAND CO LLC	59:068:0004	160.0	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	AG	EMMC 17.20

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
19	MONTE VISTA RANCH LC	59:084:0002 (2 pieces)	239.5	Business Park/Light Industry & Agricultural/Rural Density 1	Eagle Mountain Properties/Residential & Parks and Open Space	No Change	RA1/RA2, AG	EMMC 17.20 / EMMC 17.25
20	MONTE VISTA RANCH LC	59:056:0043	116.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties/Airpark	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40
21	RAWLINS, STEVEN CHAD; UPLAND CAPTICAL LLC	59:054:0013	35.6	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2	No Change	AG	EMMC 17.20
22	UTLCO EAGLE MTN TWO LLC	59:047:0011 (4 pieces)	442.9	Regional Commercial & Business Park/Light Industry & Neighborhood Residential 2 & Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2 & Residential & Parks and Open Space	Business Park/Light Industry, Parks and Open Space	AG or Industrial	EMMC 17.20 / EMMC 17.40

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
23	MONTE VISTA RANCH LC; WALDEN ESTATE LLLP; ZORBIS ENTERPRISES LLC	59:045:0151	100.5	Community Commercial	Eagle Mountain Properties/Commercial C- 2	No Change	CC	EMMC 17.35
24	ZJT MANAGEMENT LLC	59:045:0061	8.3	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C- 1 & Residential	No Change	CN	EMMC 17.35
25	ZJT MANAGEMENT LLC	59:045:0060	7.0	Neighborhood Residential 1 & Community Commercial	Eagle Mountain Properties/Commercial C- 1 & Residential	No Change	CN	EMMC 17.35
26	MVR MANAGEMENT LLC	59:045:0041	2.0	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN	EMMC 17.35
27	MVR MANAGEMENT LLC	59:045:0043	7.8	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN (preferred) or CC	EMMC 17.35
28	MONTE VISTA RANCH LC	59:045:0044	4.8	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CC	EMMC 17.35

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
29	MONTE VISTA RANCH LC; WALDEN ESTATE LLLP	59:045:0006	0.9	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN (preferred) or CC	EMMC 17.35
30	CORP OF PRES BISHOP CHURCH OF JESUS CHRIST OF LDS	42:050:0002	3.1	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN	EMMC 17.35
31	MONTE VISTA RANCH LC	59:045:0045	0.1	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN (preferred) or CC	EMMC 17.35

The Ranches Properties List

1	CEDAR DEVELOPMENT PARTNERS LLC	58:033:0423	13.1	Community Commercial	The Ranches/Commercial Community	No Change	CN & CC	EMMC 17.35
2	DIRECT COMMUNICATIONS CEDAR VALLEY LLC	38:302:0002	2.2	Community Commercial	The Ranches/Commercial	No Change	CC	EMMC 17.35

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
3	TACOS DON LUIS LLC	38:685:0002	1.2	Community Commercial	The Ranches/Commercial	No Change	CC	EMMC 17.35
4	T JOHNSON MANAGEMENT LLC	38:685:0001	1.3	Community Commercial	The Ranches/Commercial	No Change	CC	EMMC 17.35
5	BELLE STREET INVESTMENTS LLC	58:033:0305	2.4	Community Commercial	The Ranches/Commercial	Community Commercial	CN	EMMC 17.35
6	VDP INVESTMENT LLC	58:034:0440	1.0	Community Commercial	The Ranches/Village Core Commercial	No Change	CN	EMMC 17.35
7	EAGLE11 LLC	58:034:0250	1.1	Community Commercial	The Ranches/Village Core Commercial	No Change	CC	EMMC 17.35
8	EAGLE11 LLC	58:034:0242	2.7	Community Commercial	The Ranches/Village Core Commercial	No Change	CC	EMMC 17.35
9	THOMAS, HOLLY; THOMAS, NOLAN	58:040:0259	1.6	Parks and Open Space	The Ranches/Community Open Space	No Change	AG	EMMC 17.20
10	THOMAS, HOLLY; THOMAS, NOLAN	58:040:0188	7.5	Parks and Open Space	The Ranches/Community Open Space	No Change	AG	EMMC 17.20

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
11	BELLE STREET INVESTMENTS LLC	58:040:0378	108.4	Foothill Residential	The Ranches/Community Open Space & Country Residential	No change	RD2 & OSN	EMMC 17.23 / 17.25
12	KDC HOLDINGS LLC	58:040:0326	27.4	Community Commercial	The Ranches/Commercial	No Change	CC	EMMC 17.35
13	CADENCE HOMES BUILDING CORP	58:040:654	32.4	Neighborhood Residential 1, Parks and Open Space, Foothill Residential	The Ranches/Community Open Space & Village Core	Parks and Open Space	OSN & AG(Roads)	EMMC 17.20 / 17.23
14	SHUPE BUILDERS LLC	58:040:0525	9.7	Parks and Open Space	The Ranches/Community Open Space	No Change	OSN	EMMC 17.23



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

ENGINEERING

Monday, August 26, 2024

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

SUBJECT: **Hidden Hollow phase 'C' 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
Hidden Hollow phase C plat 4
Revised
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84043
(801) 789-6671

1st Bond Release	
Original Bond Amount:	\$ 95,867.64
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 70,024.82
Amount Remaining in Bond:	\$ 25,842.82

Bond Releases Summary	
#1	\$ 70,024.82
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 70,024.82

8/26/2024

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	MOBILIZATION/MISC.										
a	Mobilization	1	0.5	LS	\$3,800.00	\$1,900.00	0	1	100%	\$1,900.00	\$1,900.00
b	SWPPP plan	1	0.5	LS	\$1,550.00	\$775.00	0	1	100%	\$775.00	\$775.00
c	Clear & grub	31494	15747	SF	\$0.49	\$7,716.03	0	31494	100%	\$7,716.03	\$7,716.03
2	ROAD & CONCRETE										
a	3" asphalt	9907	9907	SF	\$1.87	\$18,526.09	0	9907	100%	\$18,526.09	\$18,526.09
b	6" road base	12031	6015.5	SF	\$1.00	\$6,015.50	0	12031	100%	\$6,015.50	\$6,015.50
c	9" subbase	12031	6015.5	SF	\$1.40	\$8,421.70	0	12031	100%	\$8,421.70	\$8,421.70
d	30" curb & gutter	708	354	LF	\$19.50	\$6,903.00	0	708	100%	\$6,903.00	\$6,903.00
e	30" curb & gutter prep.	708	354	LF	\$1.75	\$619.50	0	708	100%	\$619.50	\$619.50
g	5' sidewalk	3168	3168	SF	\$4.75	\$15,048.00	0	3168	100%	\$15,048.00	\$15,048.00
h	ADA ramps w/placards	2	2	EA	\$1,550.00	\$3,100.00	0	2	100%	\$3,100.00	\$3,100.00
i	Street/stop signs	1	1	EA	\$1,000.00	\$1,000.00	0	1	100%	\$1,000.00	\$1,000.00
3	CULINARY WATER										
a	8" Water Main C-900	369	0	LF	\$50.66	\$0.00	0	369	100%	\$0.00	\$0.00
b	8" water fittings	3	0	EA	\$2,160.79	\$0.00	0	3	100%	\$0.00	\$0.00
c	Fire hydrant with valve	1	0	EA	\$6,800.00	\$0.00	0	1	100%	\$0.00	\$0.00
d	3/4" service	24	0	EA	\$1,275.00	\$0.00	0	24	100%	\$0.00	\$0.00
e	Connection	1	0	EA	\$2,150.00	\$0.00	0	1	100%	\$0.00	\$0.00
f	Blow off	1	0	EA	\$1,350.00	\$0.00	0	1	100%	\$0.00	\$0.00
g	Testing	1	0	LS	\$5,250.00	\$0.00	0	1	100%	\$0.00	\$0.00
h	Collars	2	0	EA	\$365.00	\$0.00	0	2	100%	\$0.00	\$0.00
i	Import fill	1124	0	TON	\$9.00	\$0.00	0	1124	100%	\$0.00	\$0.00
4	SEWER IMPROVEMENTS										
a	8" sewer main	405	0	LF	\$32.75	\$0.00	0	405	100%	\$0.00	\$0.00
b	4" sewer laterals	24	0	EA	\$1,360.00	\$0.00	0	24	100%	\$0.00	\$0.00
c	60" Manholes	1	0	EA	\$8,125.00	\$0.00	0	1	100%	\$0.00	\$0.00
d	Import fill	1983	0	TON	\$9.00	\$0.00	0	1983	100%	\$0.00	\$0.00
e	Testing	1	0	LS	\$1,680.00	\$0.00	0	1	100%	\$0.00	\$0.00
f	Collars	1	0	EA	\$475.00	\$0.00	0	1	100%	\$0.00	\$0.00
g	Connect to existing	1	0	EA	\$1,850.00	\$0.00	0	1	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$70,024.82					
Original 10% Bond Coverage						\$25,842.82					
TOTAL BOND AMOUNT:						\$95,867.64	Released this Period			\$70,024.82	

APPROVED BY EAGLE MOUNTAIN:

Christopher T. Trusty P.E.
Engineering Director

8/26/24
Date

Robert Ballif
Engineering Tech. II

8/26/24
Date



DATE: Thursday, August 22, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Hidden Hollow phase "C" plat 4 walk through-updated**

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

Robert Ballif – Engineering Tech.1

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

General Notes:

- ~~1. AutoCAD as build file~~

Carlton Ln.:

- ~~1. Clean up asphalt debris on roadway.~~
- ~~2. Clean tie in sewer manhole.~~
- ~~3. Expose blow off pipe, place valve tower & lid to grade over the pipe with hand tight plastic cap.~~
- ~~4. South end sewer manhole clean.~~

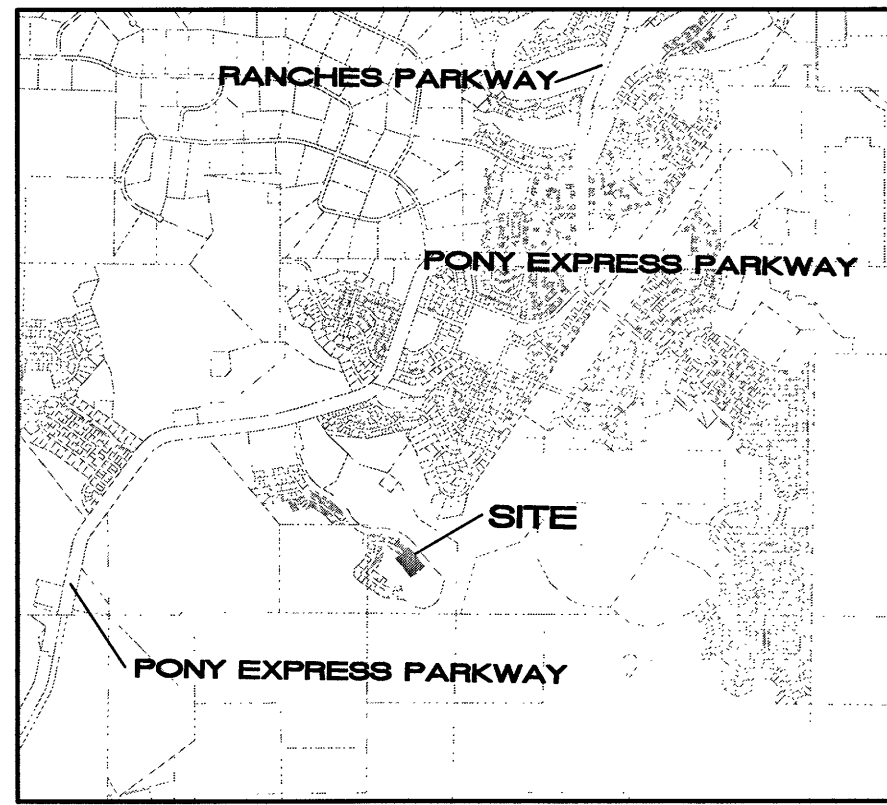
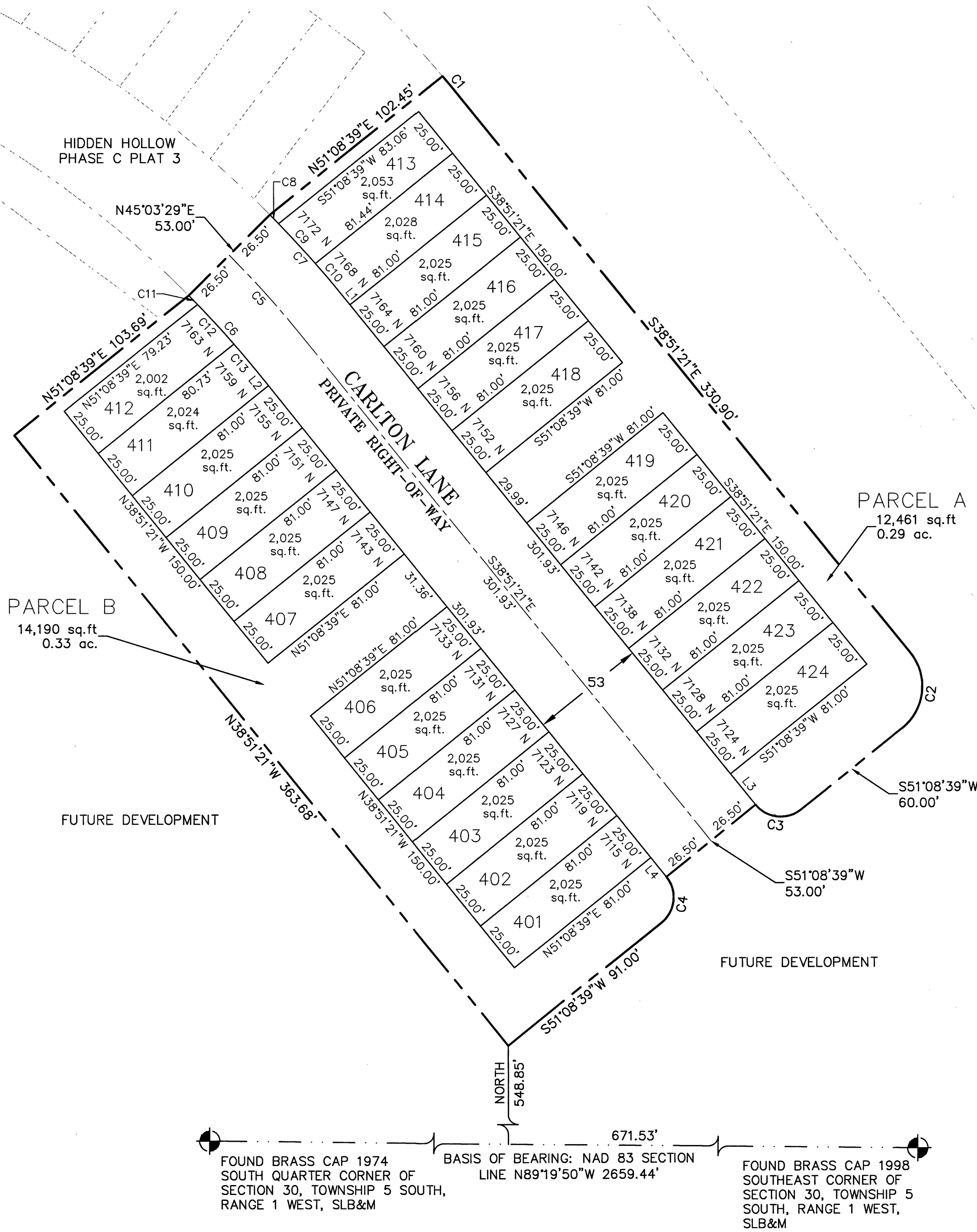
Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for entering warranty.

HIDDEN HOLLOW PHASE C PLAT 4

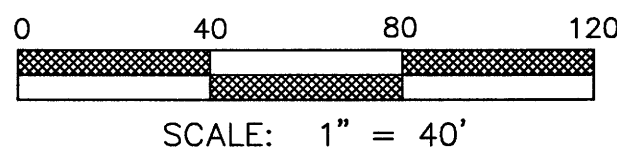
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND
MERIDIAN, EAGLE MOUNTAIN, UTAH

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	13.40	560.00	1°22'16"	13.40	S39°32'29"E
C2	39.27	25.00	90°00'00"	35.36	S6°08'39"W
C3	23.56	15.00	90°00'00"	21.21	N83°51'21"W
C4	23.56	15.00	90°00'00"	21.21	S6°08'39"W
C5	49.64	500.00	5°41'19"	49.62	N41°42'01"W
C6	46.83	473.50	5°39'59"	46.81	N41°41'21"W
C7	52.46	526.50	5°42'31"	52.44	N41°42'37"W
C8	5.91	526.50	0°38'34"	5.91	N44°14'35"W
C9	25.05	526.50	2°43'36"	25.05	N42°33'31"W
C10	21.50	526.50	2°20'22"	21.50	N40°01'32"W
C11	5.91	473.50	0°42'52"	5.91	N44°09'54"W
C12	25.05	473.50	3°01'51"	25.05	N42°17'32"W
C13	15.88	473.50	1°55'15"	15.87	N39°48'59"W

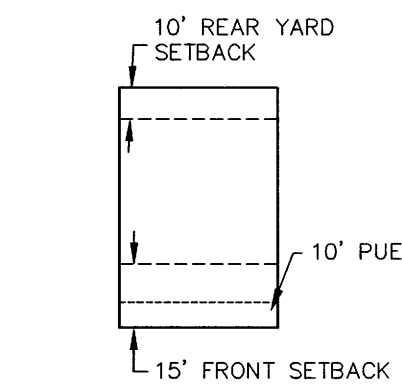
LINE TABLE		
LINE	LENGTH	BEARING
L1	3.51	N38°51'21"W
L2	9.13	S38°51'21"E
L3	18.43	S38°51'21"E
L4	11.44	S38°51'21"E



VICINITY MAP



LAND USE	
ACREAGE:	2.16 acres
ACREAGE IN LOTS:	1.12 acres
AVERAGE LOT SIZE:	2,025 sq.ft.
ACREAGE IN ROADS:	0.43 acres
TOTAL LOTS:	24 LOTS
UNIT DENSITY:	11.1 UNITS PER ACRE



SETBACK & EASEMENT DETAIL
TYPICAL TOWNHOME LOT
-NTS-

- ROCKY MOUNTAIN POWER APPROVAL
- Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
 - Pursuant to Utah Code Ann 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
 - A recorded easement of right of way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities
 - Any other provision of law

Del Edwards 3/20/24
ROCKY MOUNTAIN POWER DATE

- DOMINION ENERGY UTAH
- Questar Gas Company, dba Dominion Energy Utah, hereby approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development; this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other 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 or in the Notes and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8532.

Questar Gas Company
dba Dominion Energy Utah
Approved this 16 day of March 20 24

By: [Signature] Title: [Signature]

- 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] 3/20/24
DATE

- NOTES:
- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
 - PARCELS A AND B ARE OWNED AND MAINTAINED BY HOA.
 - PARCELS A AND B, INCLUDING PRIVATE ROADWAYS, ARE A MUNICIPAL UTILITY, PUBLIC UTILITY AND DRAINAGE EASEMENT.

DEVLEOPER
CADENCE HOMES
3400 north Ashton Blvd. Suite 180
LEHI, UT 84043
PHONE: (801) 768-0500

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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as HIDDEN HOLLOW PHASE C PLAT 4 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°19'50" West 671.53 feet along the section line and North 548.85 feet from the Southeast Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 38°51'21" West 363.68 feet; thence North 51°08'39" East 103.69 feet; thence North 45°03'29" East 53.00 feet; thence North 51°08'39" East 102.45 feet; thence Southeasterly 13.40 feet along the arc of a 560.00 foot radius curve to the right, through a central angle of 01°22'16", the chord of which bears South 39°32'29" East 13.40 feet; thence South 38°51'21" East 330.90 feet; thence Southerly 39.27 feet along the arc of a 25.00 foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears South 06°08'39" West 35.36 feet; thence South 51°08'39" West 60.00 feet; thence Westerly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears North 83°51'21" West 21.21 feet; thence South 51°08'39" West 53.00 feet; thence Southerly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00", the chord of which bears South 06°08'39" West 21.21 feet; thence South 51°08'39" West 91.00 feet to the point of beginning. Parcel contains: 2.16 acres

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°19'50" West (NAD 83 UTAH COUNTY PLAT).

March 4 2024
DATE

[Signature]
SURVEYOR
(See Seal Below)

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof. Pursuant to Utah code 10-9a-604(1d) the owner hereby conveys Parcels A and B as indicated heron, to the Hidden Hollow Town-home Owners Association, 2801 North Thanksgiving Way Suite 100, Lehi, UT, 84043

OWNER(S):
PRINTED

Cadence Homes Holdings Corp.
Ryan Bybee, President

AUTHORIZED SIGNATURES

[Signature]
3/2/2024

ACKNOWLEDGEMENT

On the 13 day of March, 2024, I personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 4/12/2025
717756
COMMISSION NUMBER

[Signature]
NOTARY PUBLIC SIGNATURE
Angela Rae McConkey
PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 2 day of April, 2022

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

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

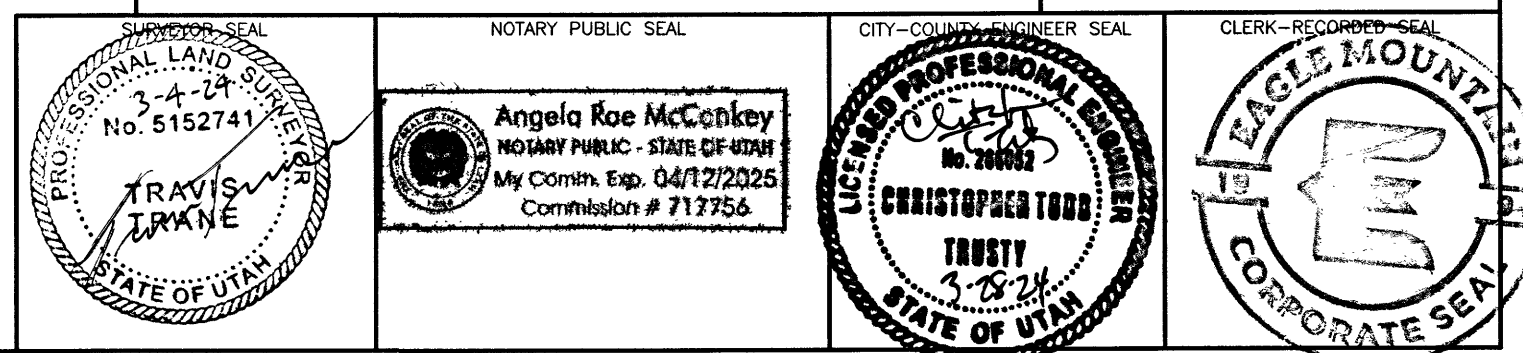
PHASE C PLAT 4

HIDDEN HOLLOW

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

RECORDING INFORMATION
ENT. 217228-2024 MAP# 19178
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Apr 4 10:47 AM FEE 102.00 BY TR
RECORDED FOR EAGLE MOUNTAIN CITY





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

ENGINEERING

Wednesday, August 21, 2024

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

SUBJECT: Scarlet Ridge offsite sewer line out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



DATE: Wednesday, August 21, 2024
TO: Ryan Kent
FROM: Robert Ballif – Engineering Assistant
SUBJECT: Scarlet Ridge sewer main-Updated

A walk-thru was performed on the above subdivision. Those in attendance were the following:

Robert Ballif-Engineering Tech. 1

After performing the walk-thru of the subdivision, have the following comments:

General Notes:

- ~~1. Exit sewer video.~~
- ~~2. Manholes marked with 'C' for clean, 'S' for add step, 'G' for grout, & 'L' for broken lid or it needs a vented lid that says sewer on it.~~
- ~~3. Tie in manhole off Pony Express to have a vented lid.~~
- ~~4. Second manhole from Pony broken lid and clean, sandbag at bottom of manhole, add step.~~
- ~~5. Manholes in the new sections of asphalt to be exposed and collard, clean, add step, grout and lid.~~
- ~~6. The 2 water valves for 30" lines to be exposed and collars at inter section of Lake MTN Rd. 2 water valve at the intersection of Lake MTN to be exposed and collard. Sewer manhole ad step. Marked in red paint.~~
- ~~7. One section of sewer main is over the allowed length and is at 450+ liner feet and will need a pour in place manhole placed. no drawing has been provided to show where this manhole will be placed to cut the 450+ feet down.~~
- ~~8. There multiple manholes missing on the roadway that will need to be exposed and collard, cleaned, step added, grout, and correct lid placed.~~
- ~~9. Sewer manhole on Tiffany Ln. just west of power lines needs a collar placed.~~
- ~~10. Sewer manhole on Tiffany Ln. under power lines needs a collar placed.~~
- ~~11. Sewer manhole on Tiffany Ln. is missing that is 400' from sewer manhole under the power lines. Needs to be exposed and collard.~~
- ~~12. Sewer manhole on Tiffany Ln. is missing that is 191' from the missing sewer manhole that is 400' away from the sewer manhole under the power lines. Needs to be exposed and collard.~~
- ~~13. The asphalt on Tiffany Ln. is settling in the area that the sewer manhole that is missing at the 191' mark.~~
- ~~14. Check all manholes for any letters on them. See general note #2 for details on what the letters mean.~~

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 into/exit warranty.



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

August 20, 2024 4:00 PM
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, UT 84005

4:00 PM WORK SESSION – CITY COUNCIL CHAMBERS

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

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Clifford Strachan, Director of Legislative Affairs; Marcus Draper, City Attorney; Evan Berrett, Economic Development Director; Embret Fossum, UFA Battalion Chief; Kimberly Ruesch, Director of Administrative Services; Angela Valenzuela, Human Resources Manager; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Management Analyst; Brandon Larsen, Planning Director; Brad Hickman, Public Works Director; Jeff Weber, Fleet and Facilities/Operations Director; Zac Hilton, Streets and Storm Drain/Parks and Recreation Manager; Bailey Ensign, Digital Communication Specialist; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Chas Glenn, Administrative Assistant; Chris Trusty, City Engineer; Lianne Pengra, Chief Deputy Recorder; Michele Graves, Library Director; and Mack Straw, Public Utilities Manager.

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

1. DISCUSSION AND INFORMATION ITEMS

1.A. PRESENTATION – Downtown Master Plan Proposals

GSBS Consulting

Economic Development Director Evan Berrett introduced Erika Chmielewski, Phil Myrick, and Christine Richman with GSBS Consulting. GSBS Consulting presented their proposal and answered questions from the City Council.

[The recording of the discussion can be found online here at 00:03:15.](#)

MHTN Consulting

Ryan Wallace, Peggy McDonough, Vince Olcott, and Emily Seang with MHTN Consulting presented their proposal and answered questions from the City Council.

[The recording of the discussion can be found online here at 00:26:12.](#)

PSOMAS

Chris Hupp with PSOMAS presented their proposal and answered questions from the City Council.

[The recording of the discussion can be found online here at 00:48:21.](#)

1.B. DISCUSSION – Eagle Mountain Properties Rezone

Planning Director Brandon Larsen presented the item. Staff requested feedback from the City Council on the proposed rezone, along with applicable Future Land Use Map amendments, of 27 of the 31 parcels in the Eagle Mountain Properties Master Development Plan area. Parcel 18 was excluded from the materials as it has its own rezone application under Enyo Battery Storage. Parcels 29 through 31 will be brought to the Council at a later date for discussion and final action. The Planning Commission reviewed the proposed rezones and Future Land Use Map amendments on August 13, 2024. The proposed rezones and Future Land Use Map amendments will be brought to the Council for final decision on September 3, 2024.

[The recording of the discussion can be found online here at 01:20:18.](#)

2. AGENDA REVIEW

10.A. Agreement Renewal – Legislative Executive Consulting, LLC

David Stuart with Legislative Executive Consulting, LLC provided an update to the Council. According to the agreement that was entered into on August 15, 2023, the parties may mutually agree to extend the term of the agreement. This agenda item extends the agreement from September 1, 2024 through August 31, 2025. All other terms remain unchanged.

The City Council determined to extend the agreement for two years, through August 31, 2026.

[The recording of the discussion can be found online here at 02:16:50.](#)

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:20 PM.

5. PLEDGE OF ALLEGIANCE

A local Boy Scout Troop in attendance led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING ITEMS

7. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:23 PM.

The following individuals spoke during the public comment period: Bettina Cameron, Jake Easton, Ben Bird,

Mayor Westmoreland closed the public comment period at 7:35 PM.

[The recording of the public comments can be found online here at 02:34:31.](#)

8. CITY COUNCIL/MAYOR ITEMS

This item was discussed after the Closed Session, and prior to the Consent Agenda.

Interim City Manager Steve Mumford presented emergency access route options out of the Lone Tree subdivision, and the City Council offered comments and updates to the public.

[The recording of the discussion and comments can be found online here at 02:56:43.](#)

9. PROCLAMATION

- 9.A. PROCLAMATION – A Proclamation of Eagle Mountain City, Utah, Proclaiming September 2024 as Parent Teacher Association Membership Month.

MOTION: *Councilmember Gray moved to adopt a Proclamation of Eagle Mountain City, Utah, Proclaiming September 2024 as Parent Teacher Association Membership Month, as read by Mayor Westmoreland. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:53:54.](#)

3. ADJOURN TO A CLOSED SESSION

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

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:55:29.](#)

The meeting was adjourned at 7:44 PM.

Mayor Westmoreland called the meeting to order at 8:45 PM.

CONSENT AGENDA

10. AGREEMENTS

10.A. Agreement Renewal – Legislative Executive Consulting, LLC

According to the agreement that was entered into on August 15, 2023, the parties may mutually agree to extend the term of the agreement. This agenda item extends the agreement from September 1, 2024 through August 31, 2025. All other terms remain unchanged.

11. BOND RELEASES

11.A. Antelope Meadows Phase B, Plat 4 – Into Warranty

11.B. Eagle Point Townhomes Plat C – Into Warranty

11.C. Eagle Ridge Phase 1 – Into Warranty

11.D. Hidden Hollow Phase C, Plat 1 – Out of Warranty

11.E. Scenic Mountain Phase C, Plat 3 – Out of Warranty

12. MINUTES

12.A. July 2, 2024 Minutes – Regular City Council Meeting

12.B. July 10, 2024 Minutes – Emergency City Council Meeting

12.C. July 10, 2024 Minutes – Special City Council Meeting

12.D. July 16, 2024 Minutes – Regular City Council Meeting

12.E. July 27, 2024 Minutes – September City Council Meeting

12.F. August 6, 2024 Minutes – Regular City Council Meeting

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amended Purchase Agreement with Holbrook HGS LC for the Acquisition of a Right-of-Way along Old Airport Road.

Based on the recent sale of property north of State Road 73, Holbrook HGS LC feels that the appraisal and offer made by the City were not in line with the actual value of the property. As such, the property owner has asked that the City pay for five years of rollback taxes for this property.

- 13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amended Purchase Agreement with Holbrook Long Ridge LC for the Acquisition of a Right-of-Way along Old Airport Road.

Similarly to item 13.A., based on the recent sale of property north of State Road 73, Holbrook Long Ridge LC feels that the appraisal and offer made by the City were not in line with the actual value of the property. As such, the property owner has asked that the City pay for five years of rollback taxes for this property.

- 13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Stephen Mumford for Interim City Manager Services.

Steve Mumford was appointed as the Interim City Manager earlier this year. The search for a permanent City Manager has extended longer than initially anticipated. This agreement will govern the employment relationship until the City Council appoints a permanent City Manager.

- 13.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Les Olson for Professional Services.

Eagle Mountain City has several printers used by staff and the public at multiple locations. Currently, these devices are managed individually, split between Les Olson, Canon, and in-house management for smaller devices. Staff has engaged with Les Olson to manage all devices to reduce difficulty in managing and maintaining our printers, reduce costs associated with supplies and maintenance, increase responsiveness when issues arise, and better prepare for eventual equipment replacement.

MOTION: *Councilmember Gray moved to approve the Consent Agenda, removing item 13.C. A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Stephen Mumford for Interim City Manager Services, and amending item 10.A. Agreement Renewal – Legislative Executive Consulting, LLC to a two-year extension. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 03:12:52.](#)

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the Towns at Brylee Farms Development Agreement.

Planning Director Brandon Larsen presented the item. The proposed ordinance approves a development agreement for the Towns at Brylee Farms, which is located at the northwest corner of Eagle Mountain Boulevard and Aviator Avenue. The Brylee Estates Phase B preliminary plat (all townhomes) was originally approved on July 16, 2019, and was amended on January 5, 2021. The amendment moved and increased open space and park amenities between both Phase A (single-family) and Phase B. Two final plats have been approved and recorded within Phase B: Plat 1 approved on September 29, 2020, and Plat 2 on July 21, 2021. The approved amenities have been constructed in both phases. The preliminary plat has since expired and an extension was not requested by the applicant. The development agreement will allow the project to be completed as originally approved.

Applicant representative Ross Holiday addressed the Council regarding the application.

Mayor Westmoreland opened the public hearing at 9:11 PM. As there were no comments, he closed the hearing.

The Council further discussed the item and determined to table the Development Agreement to allow the applicant to address owner occupancy, garage sizing, and benchmarks required in Eagle Mountain Municipal Code Chapter 16.10 Master Developments.

[The recording of the discussion can be found online here at 03:13:56.](#)

MOTION: *Councilmember Gray moved to table an Ordinance of Eagle Mountain City, Utah, approving the Towns at Brylee Farms Development Agreement. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 03:51:22.](#)

15. ORDINANCES

15.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Approving the Tract Development Agreement.

City Attorney Marcus Draper presented the item. The proposed ordinance approves the Tract Development Agreement, which covers approximately 672 acres of land distributed among 2 different parcels. One of the parcels is located near the Meta, Google, and QTS sites. The other

parcel abuts Industrial Planning Area 2 of the Firefly development in the southwestern portion of the City.

Applicant representative Keely Ambrose addressed the Council regarding concerns around buffering, the addition of property, benchmarks, and length of the agreement.

[The recording of the discussion can be found online here at 03:52:27.](#)

MOTION: *Councilmember Wood moved to adopt an Ordinance of Eagle Mountain City, Utah, Approving the Tract Development Agreement with the following change:*
1. The last three sentences in Section 4.12 are removed and replaced with, "If Additional Property is annexed into this Agreement pursuant to this Section 4.12, then such future property shall be buffered as required by the Applicable Rules. This paragraph does not apply to any property located outside the City limits unless it is annexed into the City."
Councilmember Gray seconded the motion.

[The recording of the motion can be found online here at 04:10:18.](#)

AMENDED MOTION: *Councilmember Wood moved to adopt an Ordinance of Eagle Mountain City, Utah, Approving the Tract Development Agreement with the following changes:*
1. The last three sentences in Section 4.12 are removed and replaced with, "If Additional Property is annexed into this Agreement pursuant to this Section 4.12, then such future property shall be buffered as required by the Applicable Rules. This paragraph does not apply to any property located outside the City limits unless it is annexed into the City." And
2. In Section 4.12, "and/or Industrial Zone" is removed.

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

The motion passed with a unanimous vote.

[The recording of the amended motion can be found online here at 04:10:18.](#)

- 15.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Adopting the Triple Tail Community Reinvestment Project Area Plan, as Approved by the Redevelopment Agency of Eagle Mountain City, as the Official Community Reinvestment Project Area Plan for the Project Area and Directing that Notice of the Adoption be Given as Required by Statute.

Economic Development Director Evan Berrett presented the item. The proposed ordinance will allow for the creation of the Triple Tail Community Reinvestment Project Area. This Plan is the end result of a comprehensive evaluation of the types of appropriate land uses and economic development for the land, which lies within twenty-four parcels in the City. The north parcels are

south of 4000 North, north of Pole Canyon Blvd, and east of Tyson Pkwy. The south parcel is south of 1000 North and east of Pony Express Pkwy. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

[The recording of the discussion can be found online here at 04:11:20.](#)

MOTION: *Councilmember Wright moved to adopt an Ordinance of Eagle Mountain City, Utah, Adopting the Triple Tail Community Reinvestment Project Area Plan, as Approved by the Redevelopment Agency of Eagle Mountain City, as the Official Community Reinvestment Project Area Plan for the Project Area and Directing that Notice of the Adoption be Given as Required by Statute. Councilmember Wood seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 04:12:29.](#)

16. RESOLUTIONS

16.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement for Consulting Services for the Downtown Master Plan.

The proposed resolution approves an agreement for consulting services for the Downtown Master Plan. The City Council received presentations from three firms in the earlier work session and selected their preferred firm during this scheduled item.

[The recording of the discussion can be found online here at 04:13:13.](#)

MOTION: *Councilmember Wood moved to adopt a Resolution of Eagle Mountain City, Utah, Approving an Agreement for Consulting Services with MHTN Architects for the Downtown Master Plan. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 04:14:53.](#)

17. LEGISLATIVE ITEMS

17.A. UPDATE – Legislative Priorities List

Director of Legislative Affairs Clifford Strachan presented updates to the Legislative Priorities List.

[The recording of the discussion can be found online here at 04:17:00.](#)

MOTION: *Councilmember Wright moved to remove the “MIHP regarding Impact Fees for ADUs” item from the Legislative Priorities List. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 04:17:20.](#)

18. CITY COUNCIL/MAYOR’S BUSINESS AND LIAISON REPORTS

19. COMMUNICATION ITEMS

19.A. Financial Report

19.B. Upcoming Agenda Items

20. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn the meeting at 10:07 PM. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 04:18:07.](#)

The meeting was adjourned at 10:07 PM.

Approved by the City Council on September 3, 2024.

Lianne Pengra, CMC
Chief Deputy Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	Harmony & Eagle Mountain Utah West Stake - Site Plan
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Mike Davey - BHD Architects

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Neighborhood Residential One Zone: Residential	3.91 Acres

PUBLIC HEARING

No

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council approve the proposed site plan.

BACKGROUND:

The applicant requests site plan approval of a church site subject to the site plan development and commercial design zoning standards. The site is located at 1177 E. Rachel Way (Parcel No. 68:022:0301) in the Harmony subdivision.

ITEMS FOR CONSIDERATION:

The proposed site plan complies with all applicable standards in the site plan development (EMMC 17.100) and commercial design (EMMC 17.72) zoning standards.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a positive recommendation (5-0) of the proposed site plan.

ATTACHMENTS:

1. Site Plan
2. Elevations
3. Landscape Plan
4. Maps

Site Areas		
	Square Feet	% of Site
Main building	23,925 sf	14.0 %
Storage building	120 sf	0.1 %
Asphalt pavement	84,592 sf	49.6 %
Concrete	19,129 sf	11.2 %
Turfgrass	4,825 sf	2.8 %
Other landscaping	37,834 sf	22.2 %
Total site	170,388 sf	3.91 acres

Parking		
Required stalls	3,040 Chapel and Rostrum sf / 20 = 153	
Provided stalls	244	
Regular parking stalls	235	
ADA stalls	6	
Van accessible ADA stalls	3	
Total parking stalls	244	
Snow storage stalls	53	

Overexcavation and Fill Notes

- A. For Overexcavation and Fill Detail, see F/C503.
- B. Remove all unconsolidated fill and deleterious materials from the entire site prior to construction.
- C. In the area of the building and mechanical enclosures:
- Overexcavate the entire footprint and 60" beyond at a 1:1 slope to the elevation as noted on F/C503.
 - Install imported structural fill up to the bottom of footing level.
 - Install imported structural fill up to base course under building slab.
- D. At the storage building:
- Excavate as necessary to install footings on undisturbed native soils.
 - Slab may be overexcavated to match footing overexcavation height, or may be overexcavated as noted in item B. above.
 - Install structural fill as necessary to raise the grade to the base course under the pavilion slab.
 - At the dumpster enclosure:
 - Excavate as necessary to install dumpster footings on undisturbed native soils.
 - Overexcavate beneath dumpster as required to install 12" minimum base and 8" thick concrete slab.
 - At a 20 foot x 20 foot area in front of the dumpster [as shown on the Site Architectural Plans], install (2) 3" layers of asphalt with 14" minimum base.
 - Install structural fill as necessary to raise the grade to the base course under the dumpster slab and pad.
- G. Install 18" crushed rock base beneath sidewalks at building entries, full width of sidewalk and full length of sidewalk from the building to the perimeter sidewalk.
- H. All crushed rock base shall be 3/4" and shall be compacted by procedural compaction.
- I. At sidewalks and all site concrete pads and elements:
- Overexcavate as noted in item B. above.
 - Install subbase up to the base level.
 - Install 4" aggregate base below all site concrete elements, pads and sidewalks. See site details.
- J. At asphalt paving:
- Overexcavate as noted in item B. above.
 - Install subbase up to the base level.
 - Install 3" asphalt paving over 9" minimum aggregate base over entire parking lot (excluding the area in front of the dumpster enclosure).
 - All structural fill shall be imported.
 - Install imported structural fill full depth at all utility trenches.
 - All topsoil shall be imported. See Landscape Sheets.
 - All compacted soils shall be density tested.
 - On-site native soils may be used as fill only in landscape areas.

General Notes - New Construction

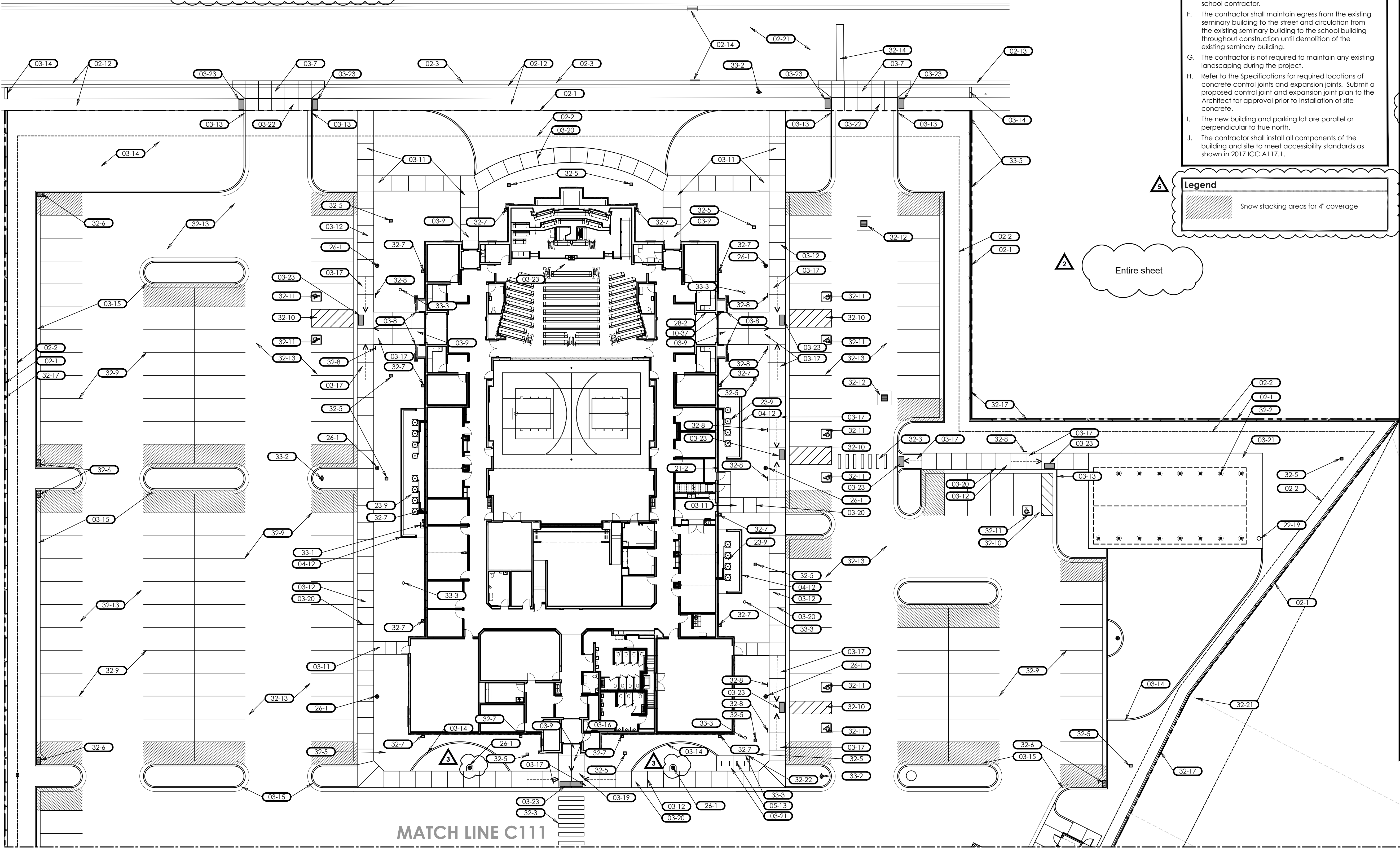
- A. All noted items are new unless noted otherwise.
- B. The contractor shall verify all existing site conditions prior to bidding. Coordinate all work affecting adjacent properties with the respective property owners prior to any demolition or construction work. Repair and replace all existing items on adjacent properties damaged or affected during construction to the satisfaction of the property owner.
- C. Refer to ConsLog for information available to Bidders, including the geotechnical report and the record drawings of the existing seminary building provided by the owner.
- D. The contractor shall enclose the entire area of work with a temporary fence and maintain a safe pedestrian route for all users of the site throughout demolition and construction.
- E. The school contractor will be removing the existing overhead power line along main street, and installing a new buried power line along main street, and replacing the street light in front of the site. Coordinate schedule and construction with the school contractor.
- F. The contractor shall maintain egress from the existing seminary building to the street and circulation from the existing seminary building to the school building throughout construction until demolition of the existing seminary building.
- G. The contractor is not required to maintain any existing landscaping during the project.
- H. Refer to the Specifications for required locations of concrete control joints and expansion joints. Submit a proposed control joint and expansion joint plan to the Architect for approval prior to installation of site concrete.
- I. The new building and parking lot are parallel or perpendicular to true north.
- J. The contractor shall install all components of the building and site to meet accessibility standards as shown in 2017 ICC A117.1.

Legend

Snow stacking areas for 4" coverage

Keyed Notes

- 02-1 Existing property line. See survey.
- 02-2 Existing utility easement. See survey and site utility plan.
- 02-4 Existing utility equipment to remain.
- 02-5 Existing water meter to remain.
- 02-12 Existing sidewalk, curb and gutter to remain.
- 02-14 Existing storm drain catch basin or structure to remain.
- 02-15 Existing property line.
- 02-16 Existing electrical equipment to remain.
- 02-17 Existing fire hydrant to remain.
- 02-20 Existing overhead power line to remain.
- 03-7 New concrete drive approach per city standards. Reinforce as required by the city. Meet the requirements of APWA Standard Detail for a Flare Driveway Approach 221.2.
- 03-8 Align sidewalk with building foundation wall.
- 03-9 Building landing. 2% slope maximum.
- 03-10 8" concrete pad over 12" base.
- 03-11 New concrete sidewalk. See A & H/C501. Typical.
- 03-12 New integral sidewalk, curb, and gutter. See B/C501. See Grading and Drainage Plan for infill / outfall of gutter.
- 03-13 Transition height of curb from full height to even with sidewalk and gutter in 5'-0". See E/C501.
- 03-14 New concrete curb and gutter. See K/C501.
- 03-15 New concrete curb & gutter - typical. See typical details C501 & infill / outfall notation on the Grading & Drainage Site Plans.
- 03-16 New concrete curb ramp. 6" maximum rise. See grading site plan.
- 03-17 Sloped section of concrete sidewalk at <5% slope. See grading plan for exact slope.
- 03-19 New curb ramp landing. 2% slope maximum.
- 03-20 New control joint in concrete footwork. See H/C501.
- 03-21 New concrete slab. See K/C501.3m.
- 03-22 New concrete sidewalk and base per city standards. Meet the requirements of APWA Standard Detail for a Flare Driveway Approach 221.2.
- 03-23 Unexcavated domes and shall comply with city standards.
- 04-12 Mechanical enclosure wall. See C and D/C504 and Structural Sheets.
- 04-13 Dumpster enclosure wall. See 1/C503 and Structural Sheets.
- 05-13 New stainless steel bike rack. See L/C501.
- 10-37 New Knox box 3200 series recessed in brick (verify type and location with fire department).
- 21-2 New fire department connection with locking Knox plugs - model 3050 or 3043 (verify with fire department).
- 22-19 New accessible drinking fountain. Install per manufacturer's recommendations. 30" x 48" forward approach clear floor space shown with dashed line. See utility sheets.
- 22-20 New sewer cleanout. See civil sheets.
- 23-9 New mechanical equipment. See Mechanical Sheets.
- 26-1 New pole light and concrete base. See D/C503 and electrical sheets.
- 26-2 New concrete transformer pad and CT can per power company requirements. See Electrical Sheets.
- 28-2 New fire alarm control panel location. See A101 and electrical sheets.
- 32-1 New irrigation controller. See landscape sheets.
- 32-2 New pavilion. See Sheets C811, C812, C813, and C814.
- 32-3 New painted crosswalk.
- 32-5 New Nyloplast area drain or yard drain box. See C/C502 and Grading and Drainage Plan.
- 32-6 New curb inlet box. See Site Details and Grading and Drainage Plan.
- 32-7 New roof drain box at downspout. See utility sheets and C/C502. Typical.
- 32-8 New accessible parking sign. See A/C502.
- 32-9 New painted parking lines. Parking lines shall be 4" wide reflective white paint centered on top. Typical. New accessible parking access aisle. Paint lines shall be 4" wide reflective white, at a 45° angle, and have 2'-0" spacing.
- 32-10 New blue & white painted accessible parking symbol.
- 32-11 New storm drain structure. See Grading and Drainage Plan.
- 32-12 New asphalt paving - typical. See F/C501 and overexcavation and fill notes.
- 32-14 Repair asphalt street paving in the area of utility work as required by the city.
- 32-15 6'-0" tall steel dumpster gates. See 1/C503.
- 32-16 Painted out "no parking" area. Paint lines shall be 4" wide reflective white, at a 45° angle, and have 2'-0" spacing.
- 32-17 New 6'-0" vinyl privacy fence with 12" x 12" mow strip. See E/C503.
- 32-18 New landscape boulder retaining walls and berms. See landscape sheets.
- 32-19 New storage building. See C801.
- 32-20 New bollard. See B/C502.
- 32-21 Tie new vinyl fence into existing adjacent fence. Typical at all adjacent fences.
- 32-22 Coordinate bike rack pad, bike rack post foundations, and location of sewer cleanout to avoid conflicts. See the Utility Plan.
- 32-23 Provide collars to raise the rim of the storm drain manhole lids as required for the berms in this area. See the Landscape Plan and the Grading and Drainage Plan.
- 32-24 (2) 3" layers of asphalt over 14" aggregate base in shaded area.
- 33-1 New gas meter per utility company requirements. See utility plan and plumbing sheets.
- 33-2 New fire hydrant and valve per city standards. See civil sheets.
- 33-3 Sewer cleanout. See civil sheets.
- 33-4 New blowoff and concrete pad per city requirements.
- 33-5 4'-0" tall vinyl privacy fence last 30 feet of the fence at this location.

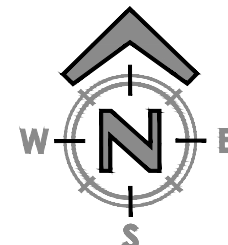
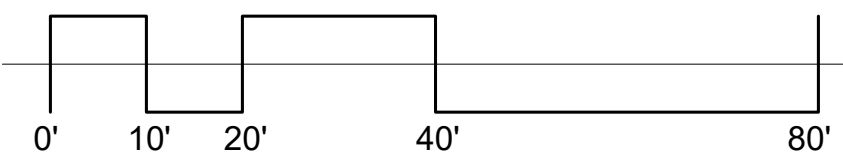


MATCH LINE C111

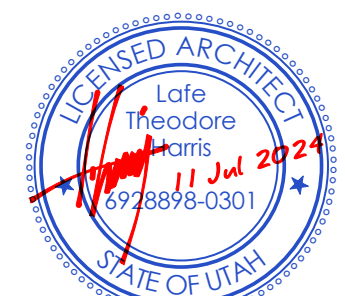
MATCH LINE C112

1 Site Architectural Plan - North

Scale: 1" = 20'-0"



www.bhdarchitects.com
Phone 801.571.0010
Fax 801.571.0303
Toll Free 888.571.0010
65 East Wadsworth Park Drive
Suite 205 Draper, Utah 84020



THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

**Harmony &
Eagle Mountain UT West Stake**

1186 East Bell Buoy Way, Eagle Mountain, Utah 84005

Drawing Issue and Revision Schedule		
#	Date	Description
1	25 Jun 2024	Site plan review response
2	28 May 2024	Addendum #1
3	24 May 2024	Addendum #1
4	16 May 2024	Big Documents

**Site Architectural
Plan - North**

C111

General Notes - Storm Water

- A. The sequence of construction for this project will require that the existing storm drain system will be disabled and re-built during construction. During the full duration of construction, the Contractor shall be responsible for taking all necessary steps to manage any storm water and ensuring that storm water is properly diverted into the storm drain system and that the storm drain system is protected from silt from this site. Additionally, the Contractor shall be responsible to maintain the function of the existing storm drain main line during repairs and modifications to the main line

Legend

Snow stacking areas for 4" coverage

Overexcavation and Fill Notes

- A. For Overexcavation and Fill Detail, see F/C503.
B. Remove all unconsolidated fill and deleterious materials from the entire site prior to construction.
C. In the area of the building and mechanical enclosures:
• Overexcavate the entire footprint and 60" beyond at a 1:1 slope to the elevation as noted on F/C503.
• Install imported structural fill up to the bottom of footing level.
• Install imported structural fill up to base course under building slab.
D. At the storage building:
• Excavate as necessary to install footings on undisturbed native soils.
• Slab may be overexcavated to match footing overexcavation height, or may be overexcavated as noted in item B. above.
• Install structural fill up to the base course under the storage building slab.
E. At the pavilion:
• Excavate as necessary to install footings or caissons on undisturbed native soils.
• Slab may be overexcavated to match footing overexcavation height, or may be overexcavated as noted in item B. above.
• Install structural fill as necessary to raise the grade to the base course under the pavilion slab.
F. At the dumpster enclosure:
• Excavate as necessary to install dumpster footings on undisturbed native soils.
• Overexcavate beneath dumpster as required to install 12" minimum base and 8" thick concrete slab.
• At a 20 foot x 20 foot area in front of the dumpster [as shown on the Site Architectural Plans], install (2) 3" layers of asphalt with 14" minimum base.
• Install structural fill as necessary to raise the grade to the base course under the dumpster slab and pad.
G. Install 18" crushed rock base beneath sidewalks at

- building entries, full width of sidewalk and full length of sidewalk from the building to the perimeter sidewalk.
H. All crushed rock base shall be 3/4" and shall be compacted by procedural compaction.
I. At sidewalks and all site concrete pads and elements:
• Overexcavate as noted in item B. above.
• Install subbase up to the base level.
• Install 4" aggregate base below all site concrete elements, pads and sidewalks. See site details.
J. At asphalt paving:

- Overexcavate as noted in item B. above.
• Install subbase up to the base level.
• Install 3" asphalt paving over 9" minimum aggregate base over entire parking lot (excluding the area in front of the dumpster enclosure).
• All structural fill shall be imported.
• Install imported structural fill full depth at all utility trenches.
• All topsoil shall be imported. See Landscape Sheets.
• All compacted soils shall be density tested.
• On-site native soils may be used as fill only in landscape areas.

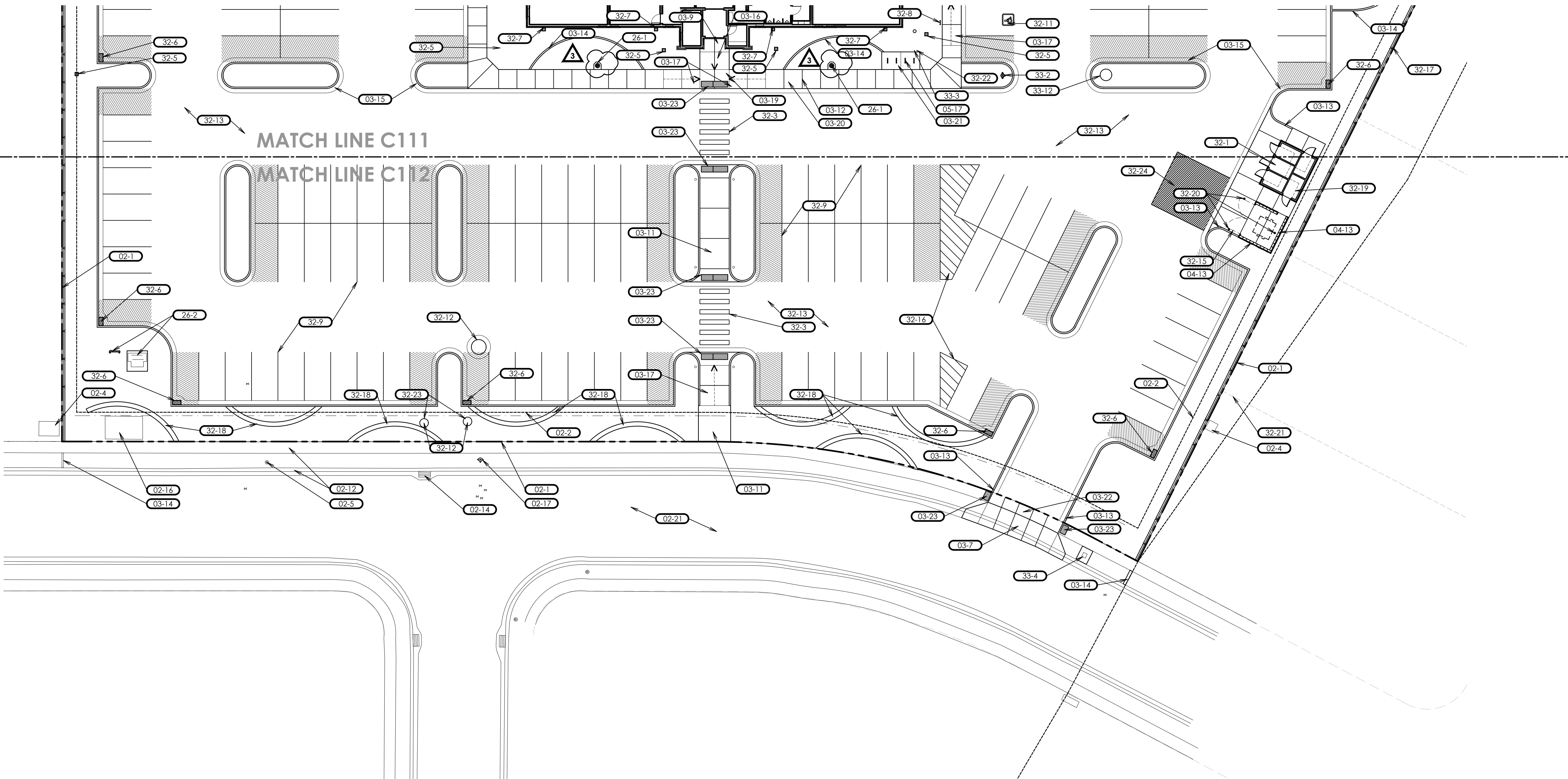
General Notes - New Construction

- A. All noted items are new unless noted otherwise.
B. The contractor shall verify all existing site conditions prior to bidding. Coordinate all work affecting adjacent properties with the respective property owners prior to any demolition or construction work. Repair and replace all existing items on adjacent properties damaged or affected during construction to the satisfaction of the property owner.
C. Refer to ConsLog for information Available to Bidders, including the geotechnical report and the record drawings of the existing seminary building provided by the owner.
D. The contractor shall enclose the entire area of work with a temporary fence and maintain a safe pedestrian route for all users of the site throughout demolition and construction.
E. The school contractor will be removing the existing overhead power line along main street and installing a new buried power line along main street, and replacing the street light in front of the site. Coordinate schedule and construction with the school contractor.
F. The contractor shall maintain egress from the existing seminary building to the street and circulation from the existing seminary building to the school building throughout construction until demolition of the existing seminary building.
G. The contractor is not required to maintain any existing landscaping during the project.
H. Refer to the Specifications for required locations of concrete control joints and expansion joints. Submit a proposed control joint and expansion joint plan to the Architect for approval prior to installation of site concrete.
I. The new building and parking lot are parallel or perpendicular to true north.
J. The contractor shall install all components of the building and site to meet accessibility standards as shown in 2017 ICC A117.1.

Keyed Notes

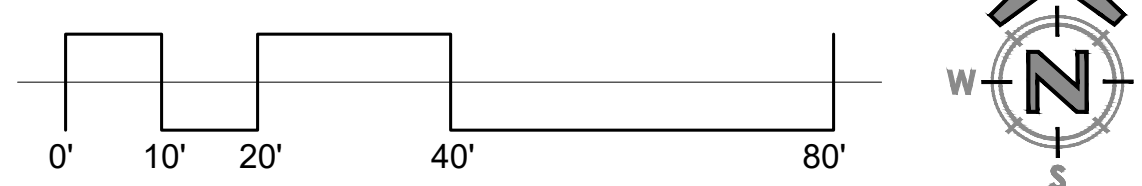
- 02-1 Existing property line. See survey.
02-2 Existing utility easement. See survey and site utility plan.
02-4 Existing utility equipment to remain.
02-5 Existing water meter to remain.
02-12 Existing sidewalk, curb and gutter to remain.
02-14 Existing storm drain catch basin or structure to remain.
02-15 Existing property line.
02-16 Existing electrical equipment to remain.
02-17 Existing fire hydrant to remain.
02-20 Existing overhead power line to remain.
03-7 New concrete drive approach per city standards. Reinforce as required by the city. Meet the requirements of APWA Standard Detail for a Flare Driveway Approach 221.2.
03-8 Align sidewalk with building foundation wall.
03-9 Building landing. 2% slope maximum.
03-10 8" concrete pad over 12" base.
03-11 New concrete sidewalk. See A & H/C501. Typical.
03-12 New integral sidewalk, curb, and gutter. See B/C501. See Grading and Drainage Plan for infill / outfall of gutter.
03-13 Transition height of curb from full height to even with sidewalk and gutter in 5'-0". See E/C501.
03-14 New concrete curb and gutter - typical. See typical details C501 & infill / outfall notation on the Grading & Drainage Site Plans.
03-15 New concrete curb & gutter - typical. See typical details C501 & infill / outfall notation on the Grading & Drainage Site Plans.
03-16 New concrete curb ramp. 6" maximum rise. See grading site plan.
03-17 Sloped section of concrete sidewalk at <5% slope. See grading plan for exact slope.
03-19 New curb ramp landing. 2% slope maximum.
03-20 New control joint in concrete footwork. See H/C501.
03-21 New concrete slab. See A/C501.3m.
03-22 New concrete sidewalk and base per city standards. Meet the requirements of APWA Standard Detail for a Flare Driveway Approach 221.2.
03-23 New concrete curb and gutter to remain.
03-24 New concrete curb and gutter to remain.
04-12 Mechanical enclosure wall. See C and D/C504 and Structural Sheets.
04-13 Dumpster enclosure wall. See 1/C503 and Structural Sheets.
05-13 New stainless steel bike rack. See 1/C501.
10-37 New Knox box 3200 series recessed in brick (verify type and location with fire department).
21-2 New fire department connection with locking Knox plugs - model 3050 or 3043 (verify with fire department).
22-19 New accessible drinking fountain. Install per manufacturer's recommendations. 30" x 48" forward approach clear floor space shown with dashed line. See utility sheets.
22-20 New sewer cleanout. See civil sheets.
23-9 New mechanical equipment. See Mechanical Sheets.
26-1 New pole light and concrete base. See D/C503 and electrical sheets.
26-2 New concrete transformer pad and CT can per power company requirements. See Electrical Sheets.
28-2 New fire alarm control panel location. See A101 and electrical sheets.
32-1 New irrigation controller. See landscape sheets.
32-2 New pavilion, see Sheets C811, C812, C813, and C814.
32-3 New painted crosswalk.
32-5 New Nyloplast area drain or yard drain box. See C/C502 and Grading and Drainage Plan.
32-6 New curb inlet box. See Site Details and Grading and Drainage Plan.
32-7 New roof drain box at downspout. See utility sheets and C/C502. Typical.
32-8 New accessible parking sign. See A/C502.
32-9 New painted parking lines. Parking lines shall be 4" wide reflective white paint centered on top. Typical. New accessible parking access aisle. Paint lines shall be 4" wide reflective white, at a 45° angle, and have 2'-0" spacing.
32-10 New blue & white painted accessible parking symbol.
32-11 New storm drain structure. See Grading and Drainage Plan.
32-12 New asphalt paving - typical. See F/C501 and overexcavation and fill notes.
32-14 Repair asphalt street paving in the area of utility work as required by the city.
32-15 6'-0" tall steel dumpster gates. See 1/C503.
32-16 Painted out "no parking" area. Paint lines shall be 4" wide reflective white, at a 45° angle, and have 2'-0" spacing.
32-17 New 6'-0" vinyl privacy fence with 12" x 12" mow strip. See E/C503.
32-18 New landscape boulder retaining walls and berms. See landscape sheets.
32-19 New storage building. See C801.
32-20 New bollard. See B/C502.
32-21 Tie new vinyl fence into existing adjacent fence. Typical at all adjacent fences.
32-22 Coordinate bike rack pad, bike rack post foundations, and location of sewer cleanout to avoid conflicts. See the Utility Plan.
32-23 Provide collars to raise the rim of the storm drain manhole lids as required for the berms in this area. See the Landscape Plan and the Grading and Drainage Plan.
32-24 (2) 3" layers of asphalt over 14" aggregate base in shaded area.
33-1 New gas meter per utility company requirements. See utility plan and plumbing sheets.
33-2 New fire hydrant and valve per city standards. See civil sheets.
33-3 Sewer cleanout. See civil sheets.
33-4 New blowoff and concrete pad per city requirements.
33-5 4'-0" tall vinyl privacy fence last 30 feet of the fence at this location.

Entire sheet

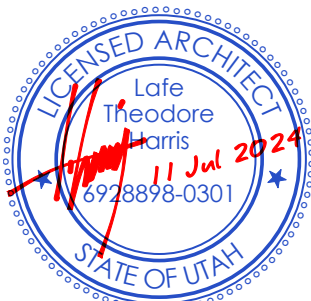


1 Site Architectural Plan - South

Scale: 1" = 20'-0"



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Phone 801.571.0010
Fax 801.571.0303
Toll Free 888.571.0010
65 East Wadsworth Park Drive
Suite 205 Draper, Utah 84020



THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Harmony &
Eagle Mountain UT West Stake

1186 East Bell Buoy Way, Eagle Mountain, Utah 84005

Owner #: 501-5025
Plan Series: Heritage 23-2
County Parcel: 68-022-0301
BHD #: 2342
Date: 16 May 2024

Drawing Issue and Revision Schedule

#	Date	Description
1	25 Jun 2024	Site plan review response
2	28 May 2024	Addendum #2
3	24 May 2024	Addendum #1
4	16 May 2024	Bid Documents

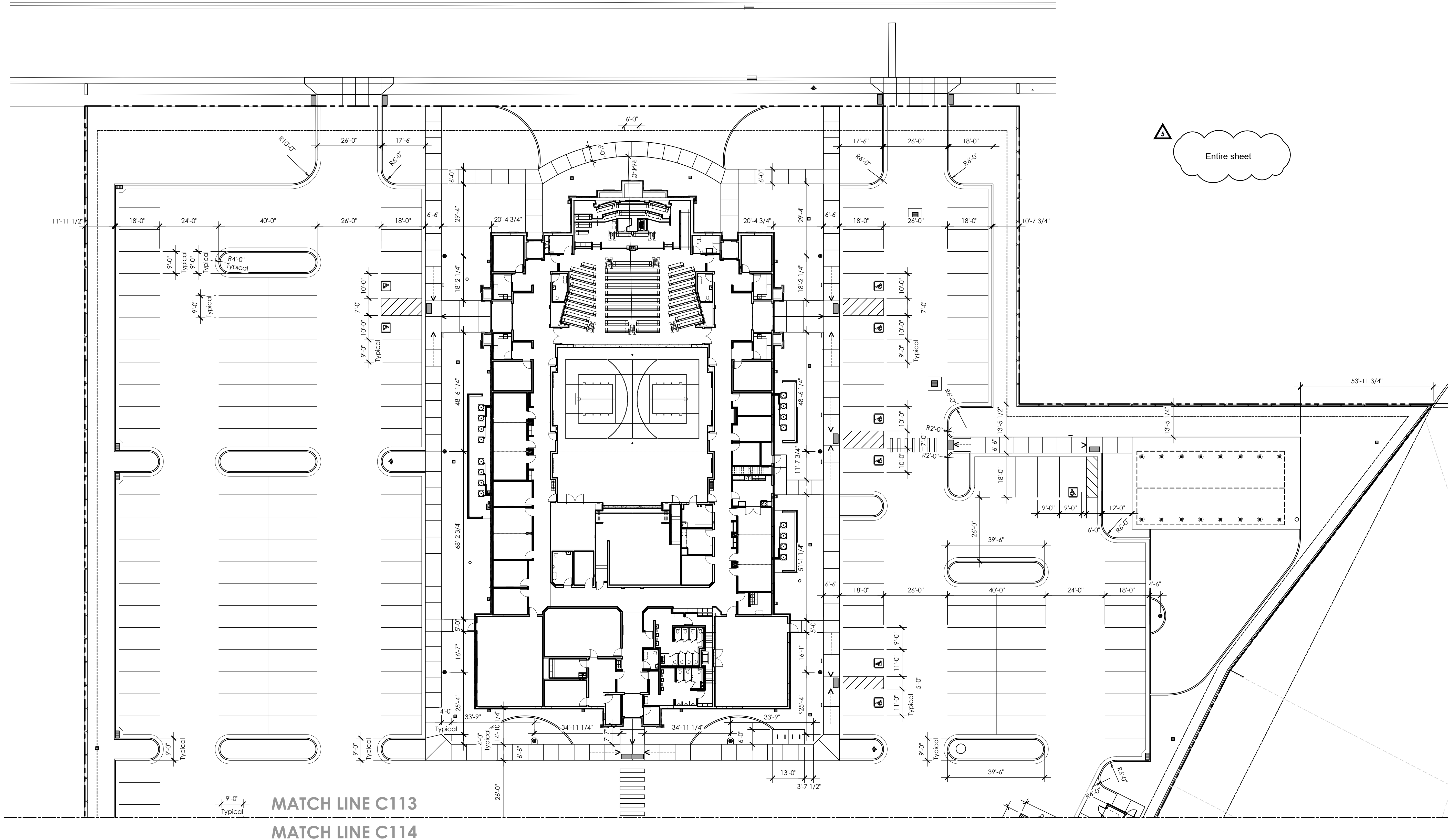
Site Architectural
Plan - South

C112

Printed: 25 Jul 2024 4:11 PM

1 Site Dimension Plan - North

Scale: 1" = 20'-0"



THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

**Harmony &
Eagle Mountain UT West Stake**
1186 East Bell Buoy Way, Eagle Mountain, Utah 84005
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#	Description
1	25 Jun 2024 Site plan review response
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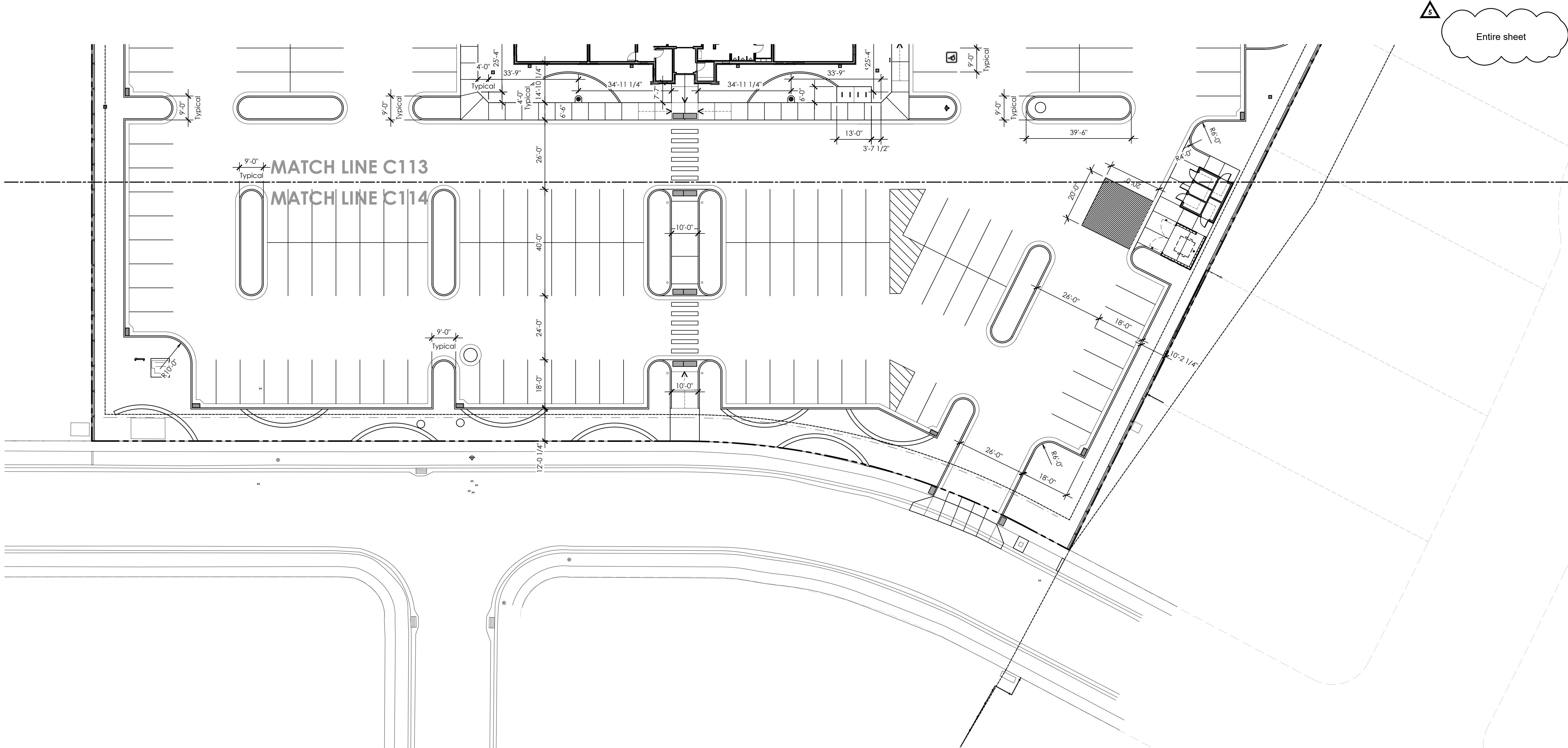
Site Dimension
Plan - North

C113

Printed: 10 Jul 2024 2:15 PM

1 Site Dimension Plan - North

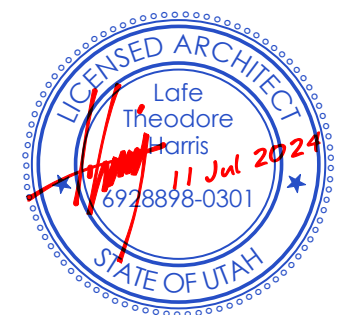
Scale: 1" = 20'-0"



5
Entire sheet



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Phone 801.571.0010
Fax 801.571.0303
Toll Free 888.571.0010
65 East Wadsworth Park Drive
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THE CHURCH OF
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OF LATTER-DAY SAINTS

Harmony &
Eagle Mountain UT West Stake

1186 East Bell Buoy Way, Eagle Mountain, Utah 84005

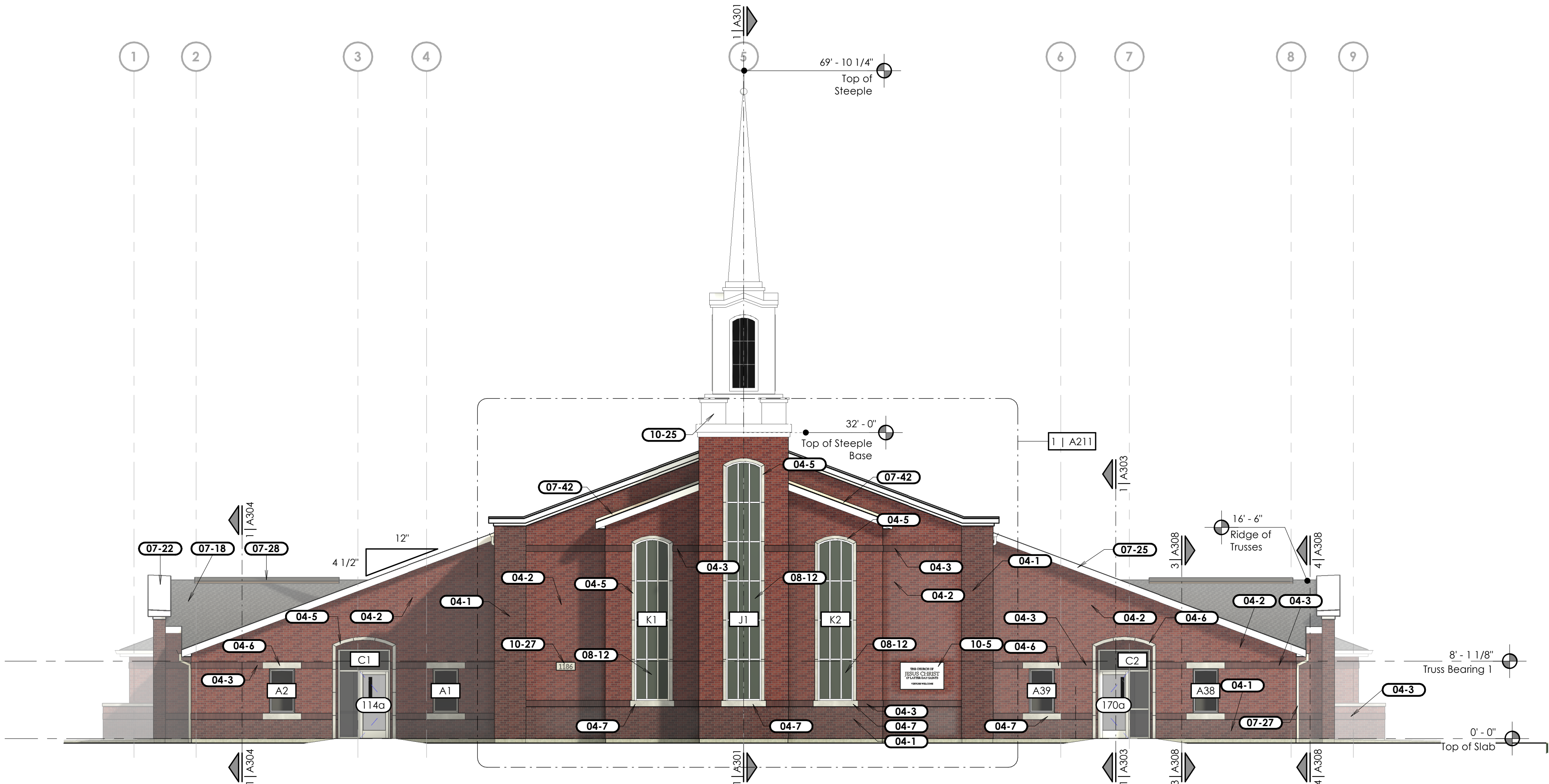
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BHD #: 2342
County Parcel: 68-022-0301
Plan Series: Heritage 23-2
Owner #: 501-5025

Drawing Issue and Revision Schedule

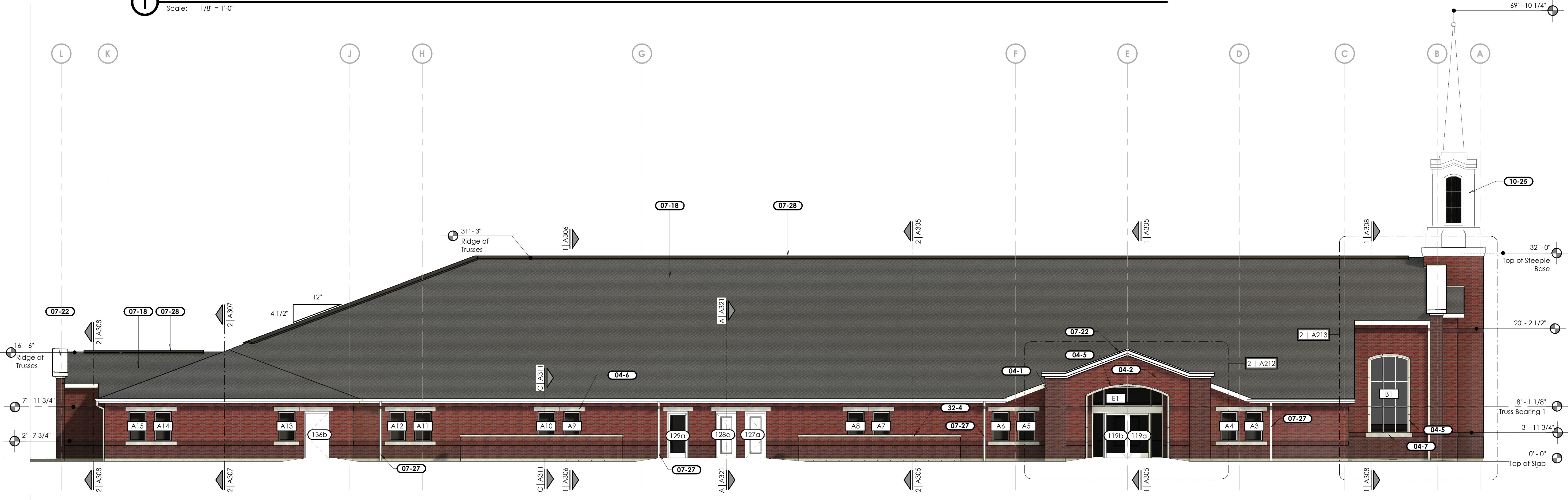
#	Date	Description
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3	28 May 2024	Addendum #2
2	24 May 2024	Addendum #1
1	16 May 2024	Bid Documents

Site Dimension
Plan - South

C114



1 Elevation
Scale: 1/8" = 1'-0"



2 Elevation
Scale: 1/8" = 1'-0"

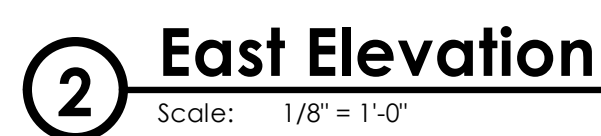
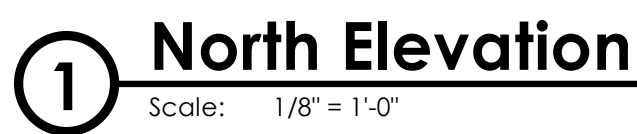
General Notes

A. Install brick expansion joints at 30 feet o.c. minimum, and at inside corners of brick. Coordinate exact locations with the Architect prior to installation.

Keyed Notes

- 04-1 Brick veneer wainscot course. Brick Type #2.
- 04-2 Brick veneer field course. Brick Type#1.
- 04-3 Brick veneer soldier course. Brick Type #2. +1/2" from the face of the field brick.
- 04-5 Precast concrete entry or window trim.
- 04-6 Precast concrete window header.
- 04-7 Precast concrete window sill.
- 07-18 Asphalt shingle roofing over underlayments. Install secondary underlayment over the entire roof and down the front of the fascia.
- 07-22 Parapet Cap Flashing Assembly.
- 07-25 Prefinished Metal Fascia.
- 07-27 Prefinished Metal Downspout. Typical. See G/A522.
- 07-28 Prefinished metal ridge vent. See A/A522.
- 07-42 Prefinished metal counterflashing over step flashing. See J/A521.
- 08-12 Spandrel glass window. See Window Details.
- 10-5 Engraved Stone Sign Panel.
- 10-25 Prefinished aluminum steeple. See A206 and A207.
- 10-27 Engraved Stone Address Sign.
- 32-4 Mechanical Enclosure Wall. See C and D/C504.

#	Date	Description

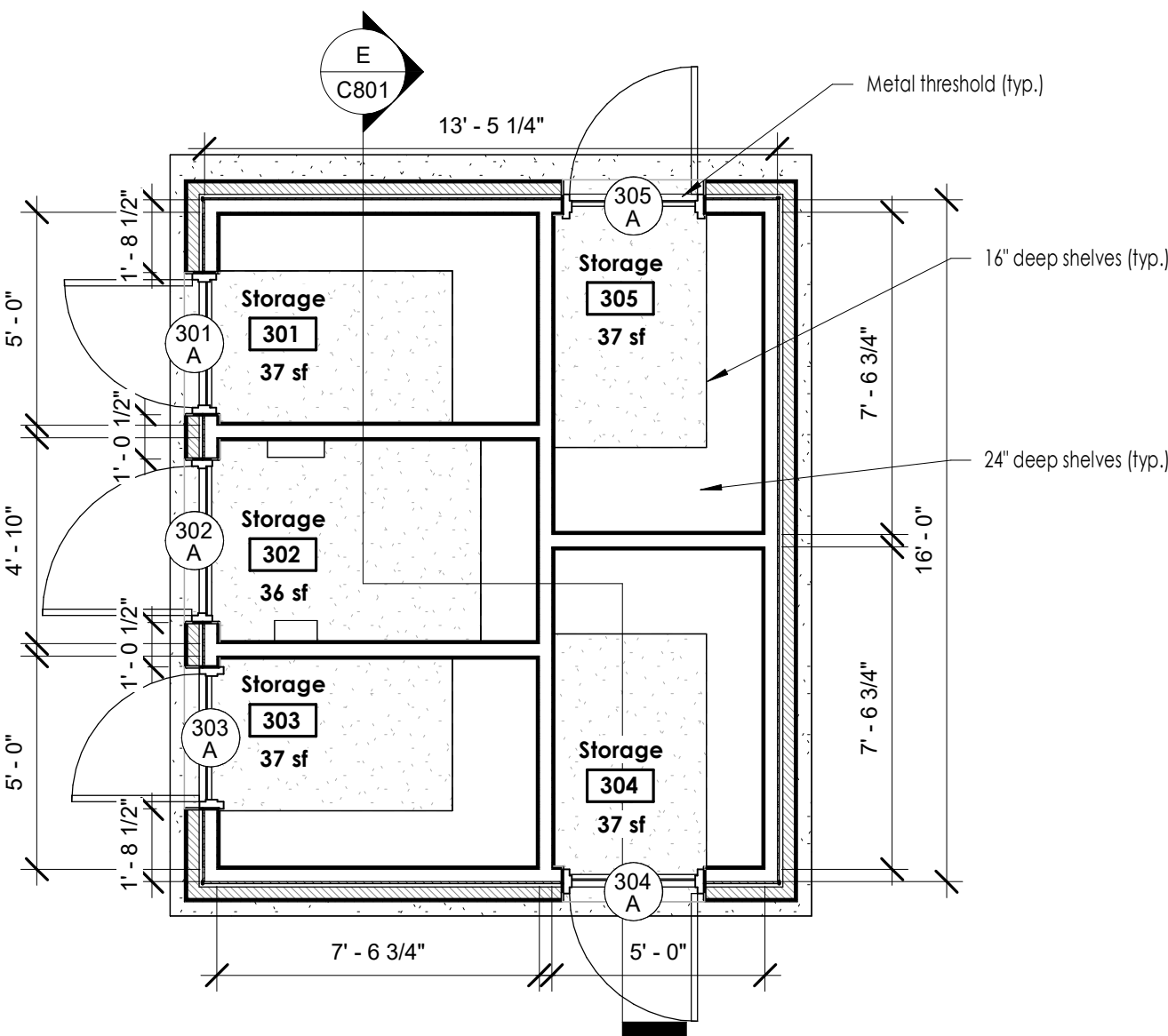


- | | |
|-------|--|
| 04-1 | Brick veneer wainscot course. Brick Type #2. |
| 04-2 | Brick veneer field course. Brick Type #1. |
| 04-5 | Precast concrete entry or window trim. |
| 04-6 | Precast concrete window header. |
| 04-6 | Precast concrete window sill. |
| 07-18 | Asphalt shingle roofing over underlaments. Install secondary underlayment over the entire roof and down the front of the fascia. |
| 07-22 | Parapet Cap Flashing Assembly. |
| 07-27 | Prefinished Metal Downspout. Typical. See G/A522. |
| 07-28 | Prefinished metal ridge vent. See A/A522. |
| 10-25 | Prefinished aluminum steeple. See A206 and A207. |
| 32-4 | Mechanical Enclosure Wall. See C and D/C504. |

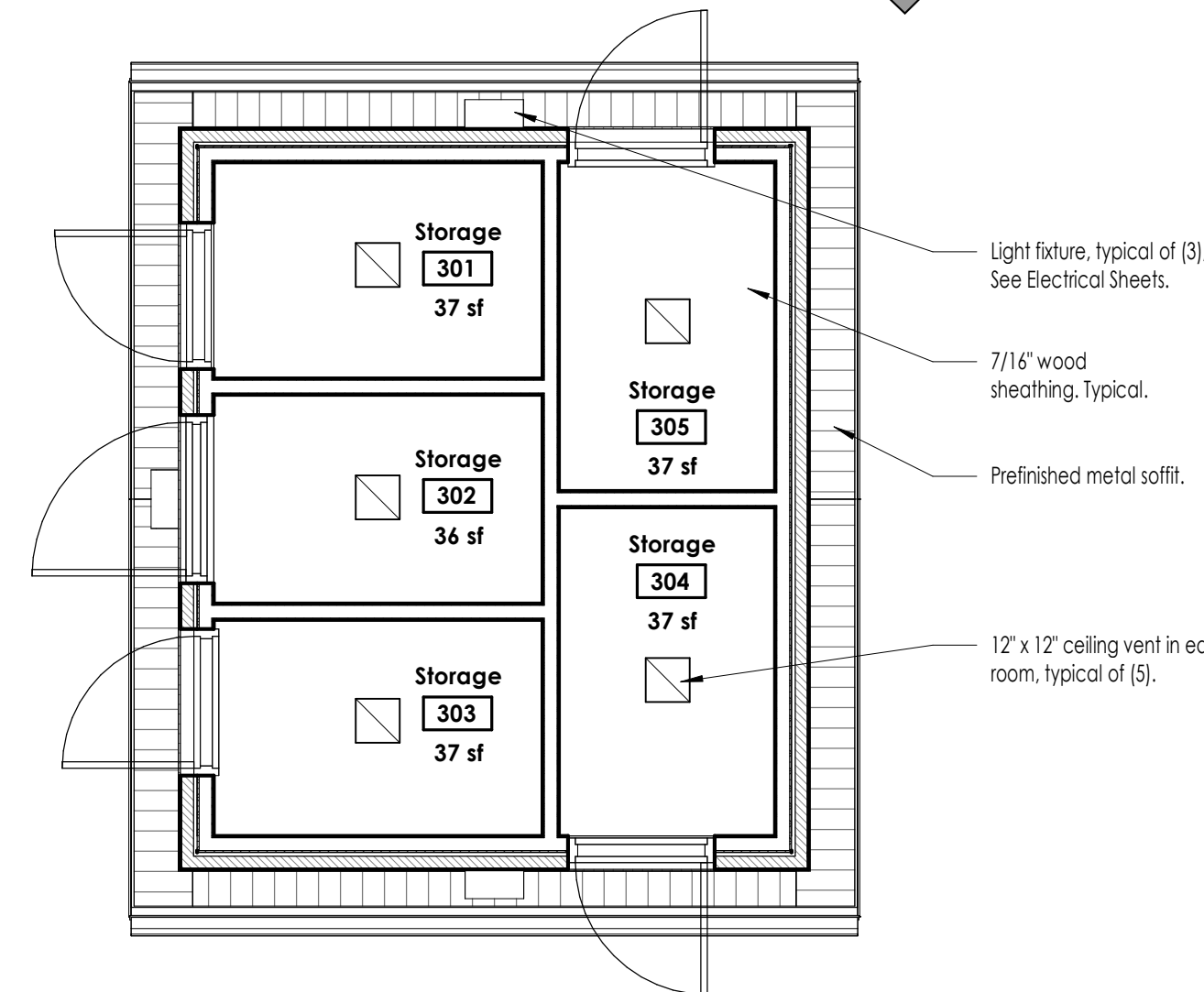
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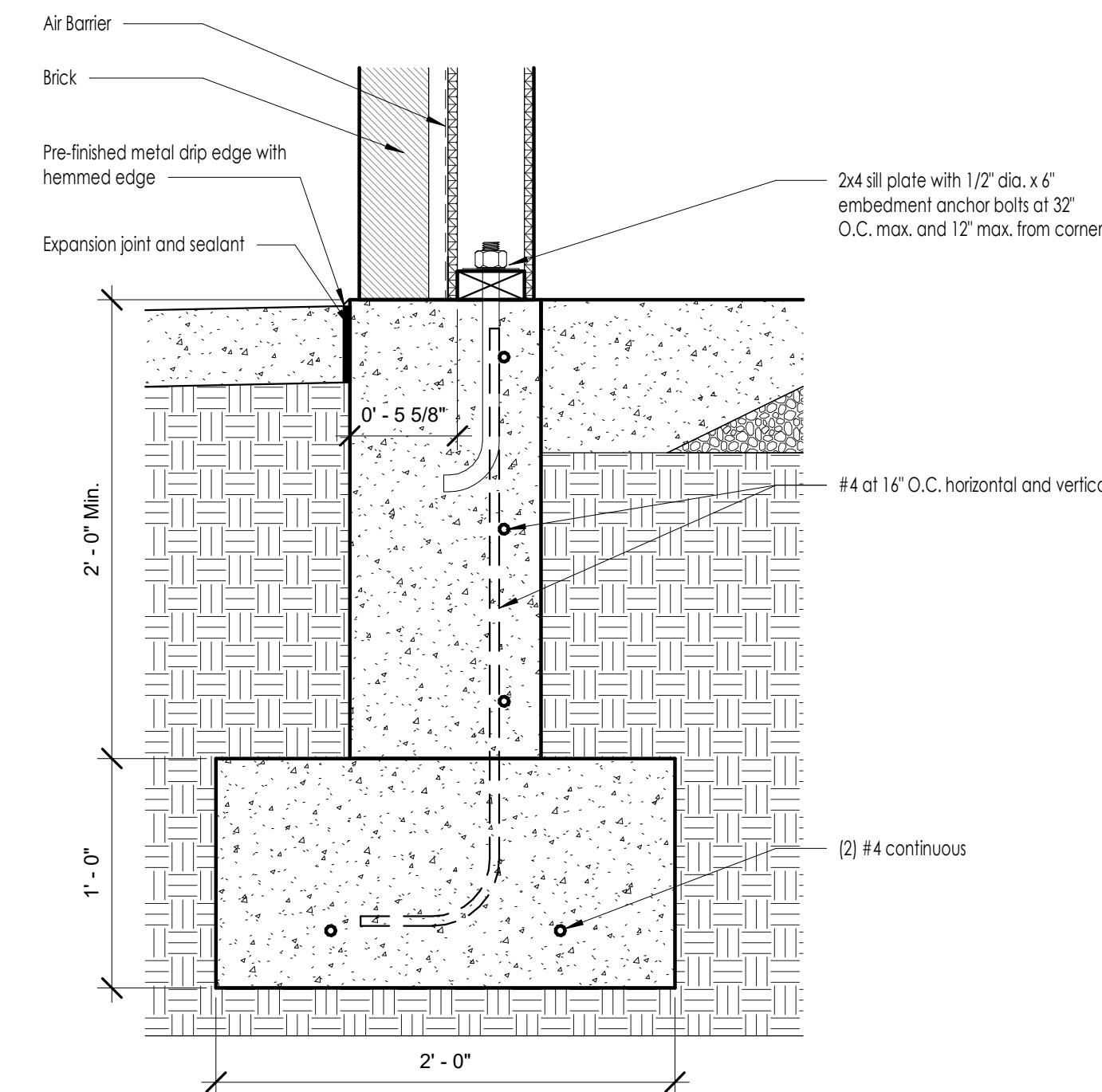
Evaluations



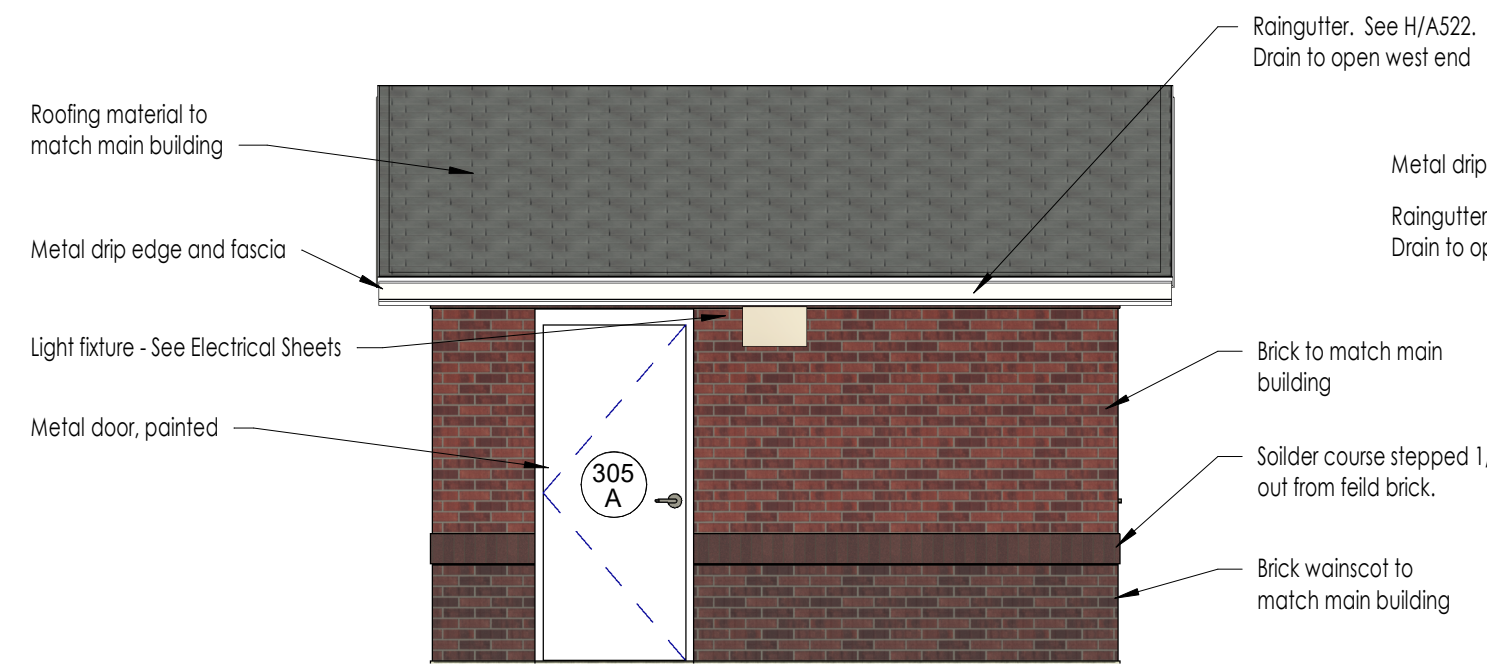
1 Floor Plan
Scale: 1/4" = 1'-0"



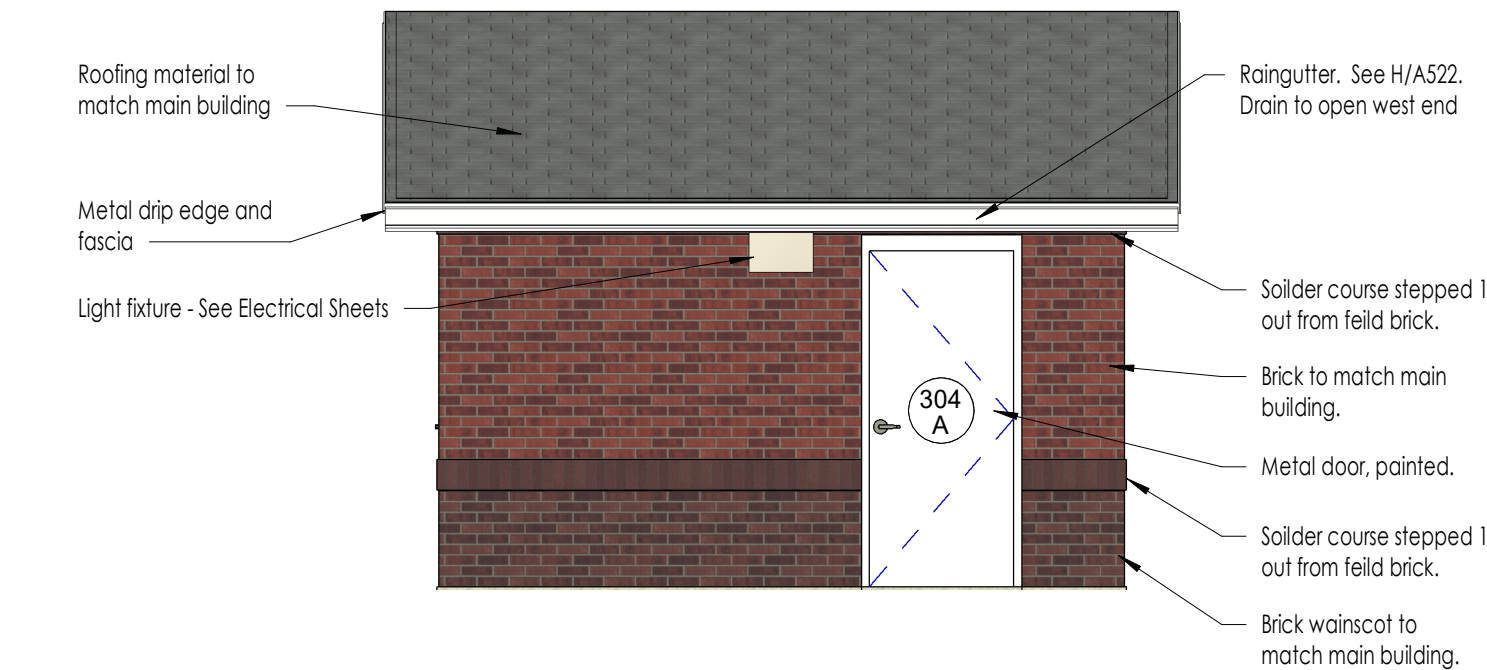
2 Ceiling Plan
Scale: 1/4" = 1'-0"



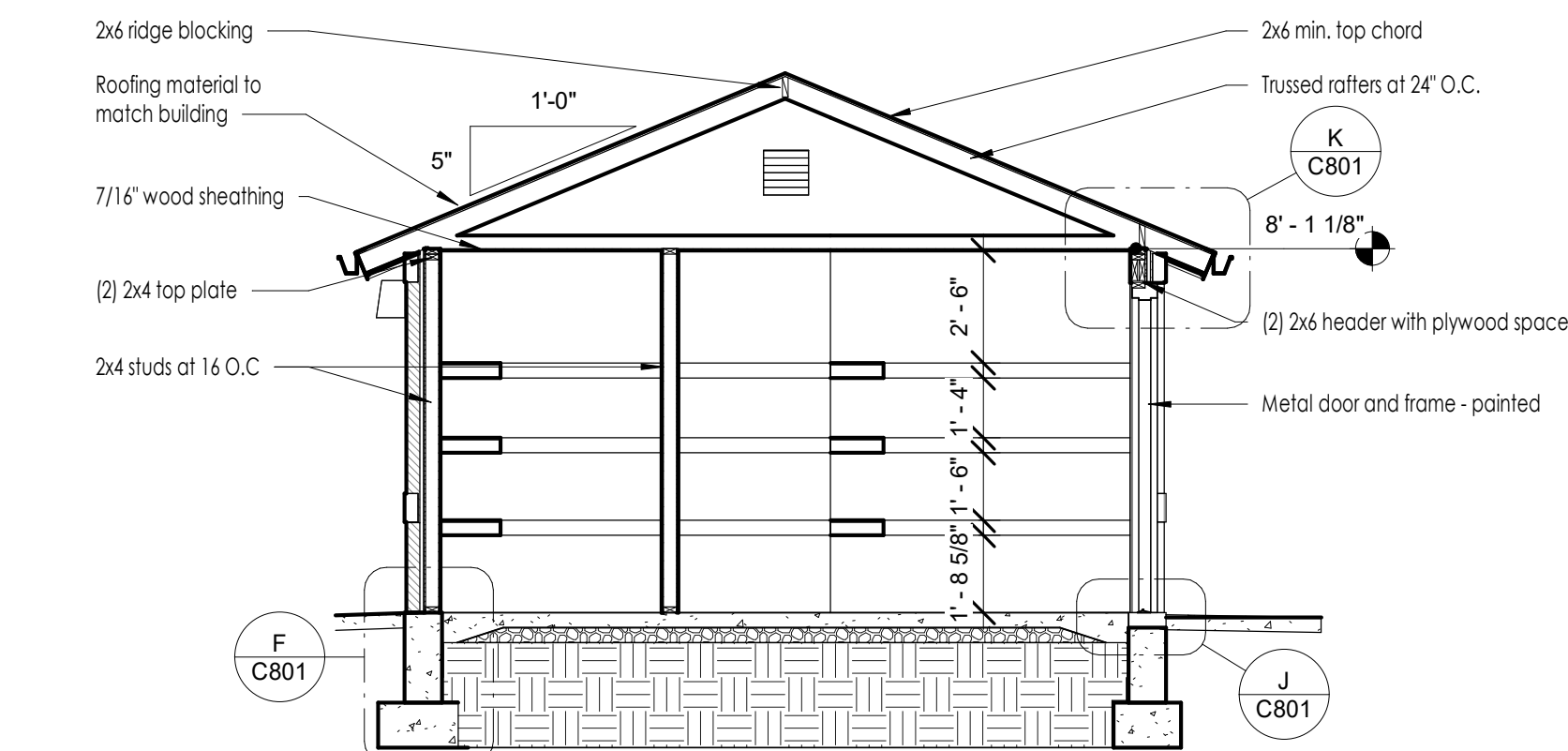
F Wall Base Detail
Scale: 1 1/2" = 1'-0"



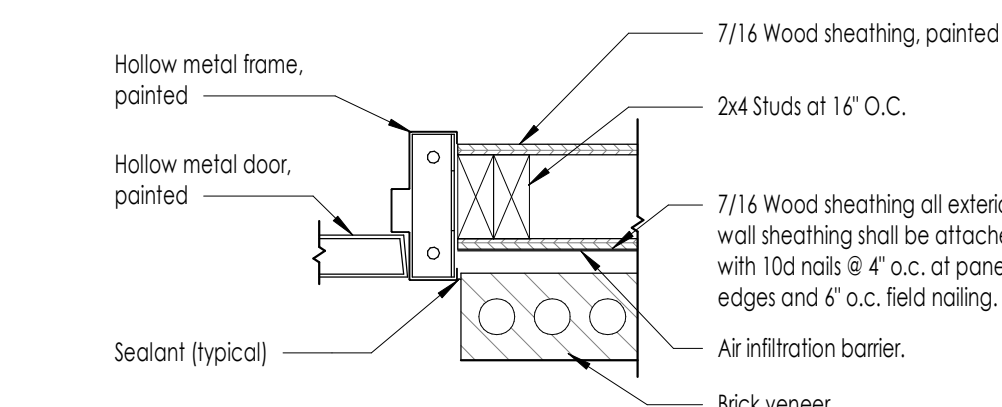
A Building Elevation
Scale: 1/4" = 1'-0"



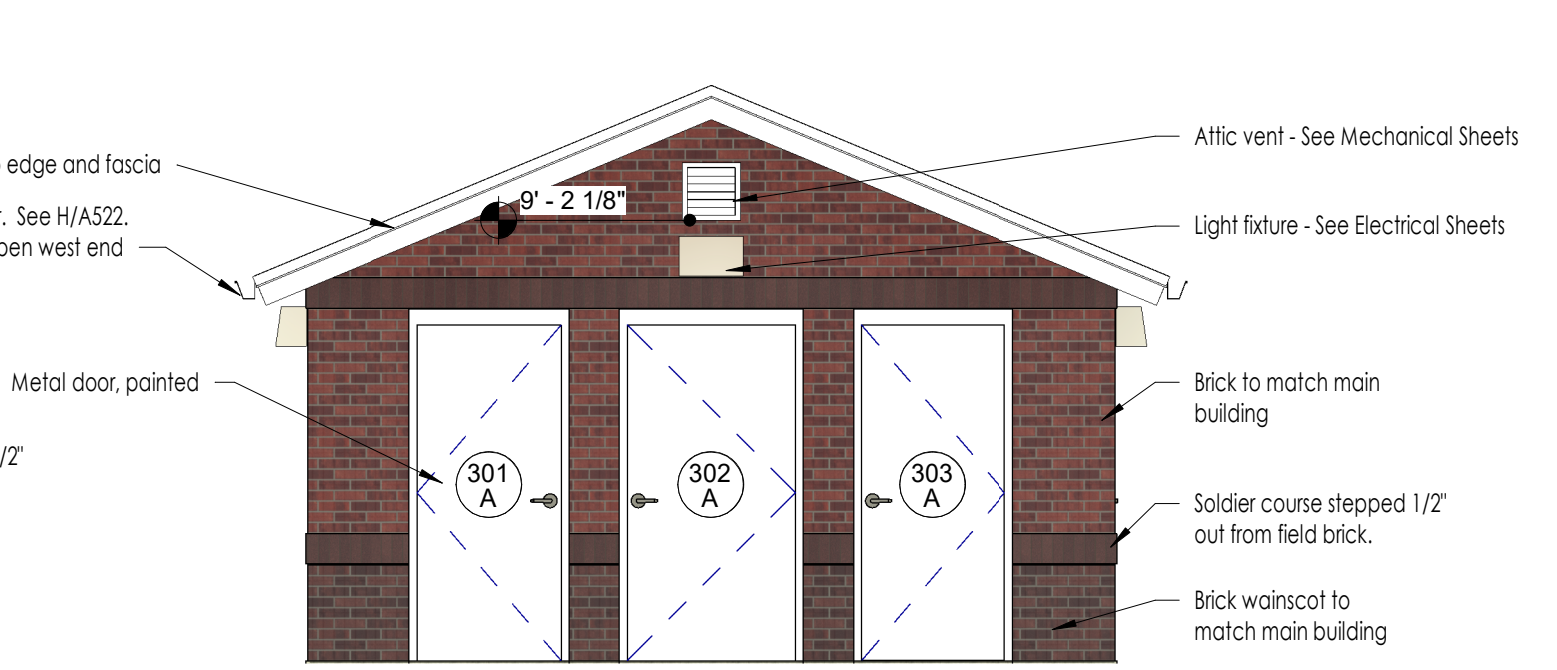
C Building Elevation
Scale: 1/4" = 1'-0"



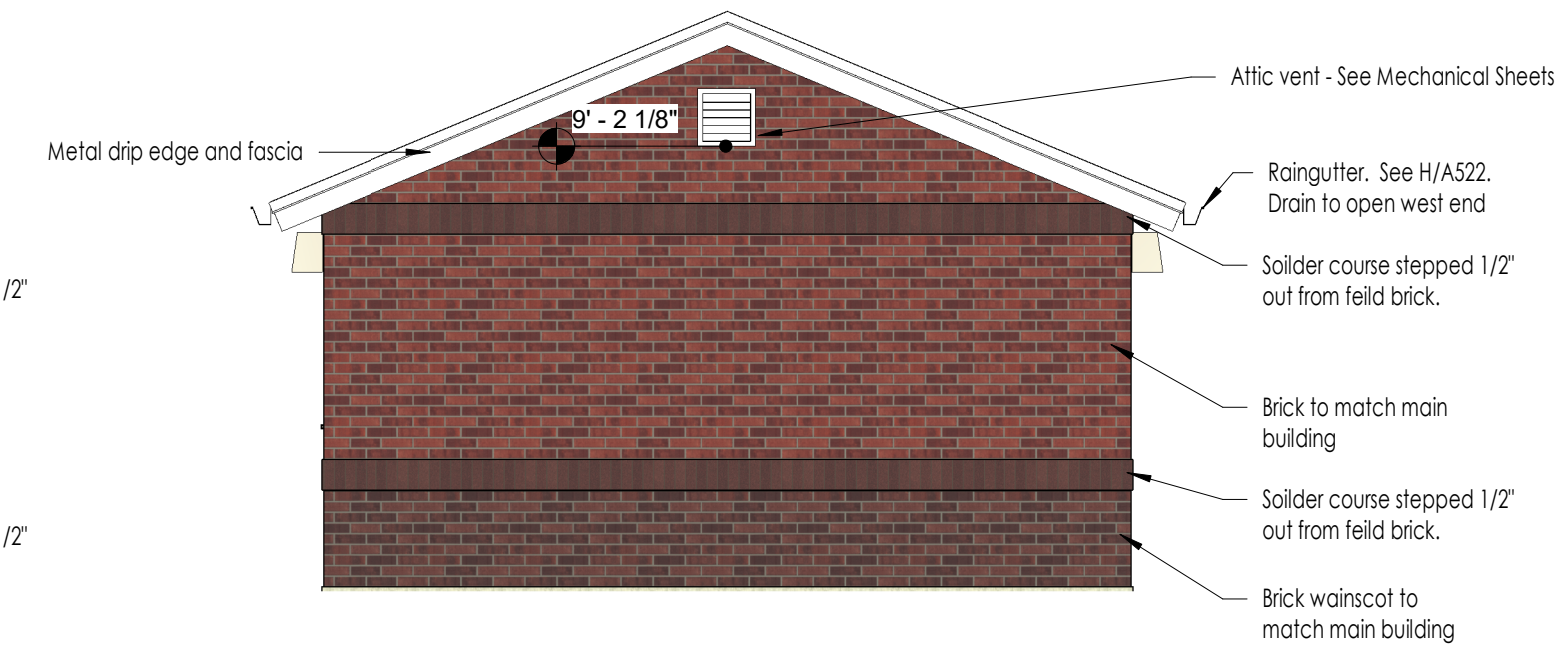
E Section
Scale: 1/4" = 1'-0"



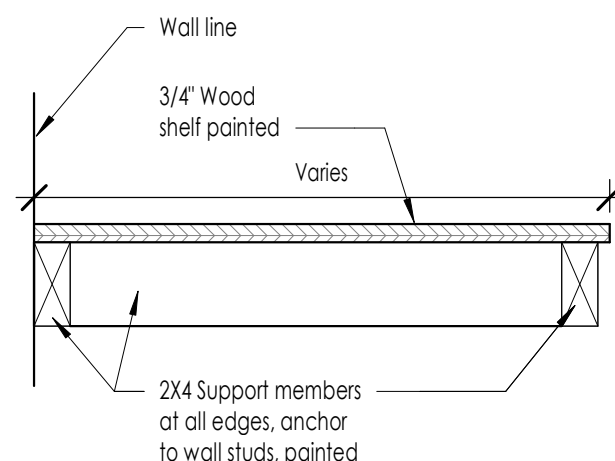
H Jamb Detail
Scale: 1 1/2" = 1'-0"



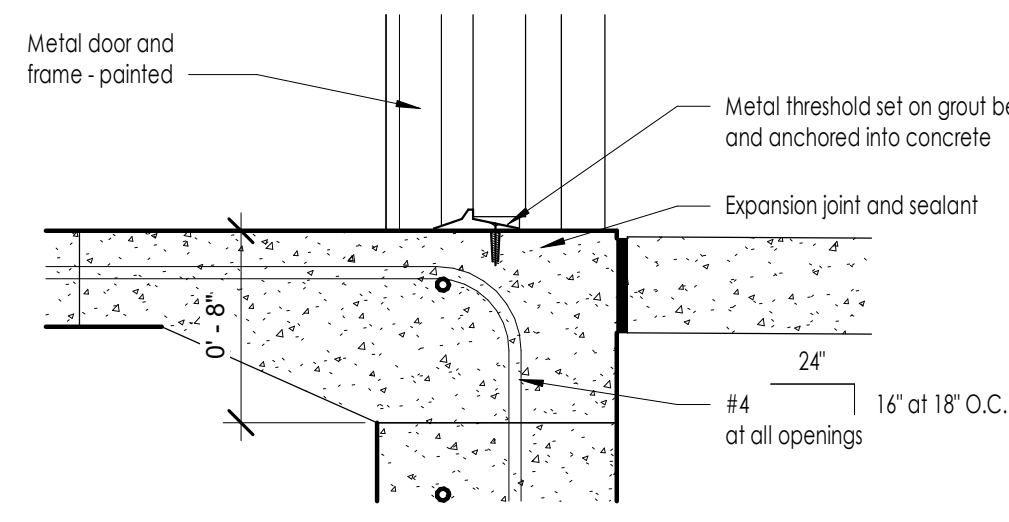
B Building Elevation
Scale: 1/4" = 1'-0"



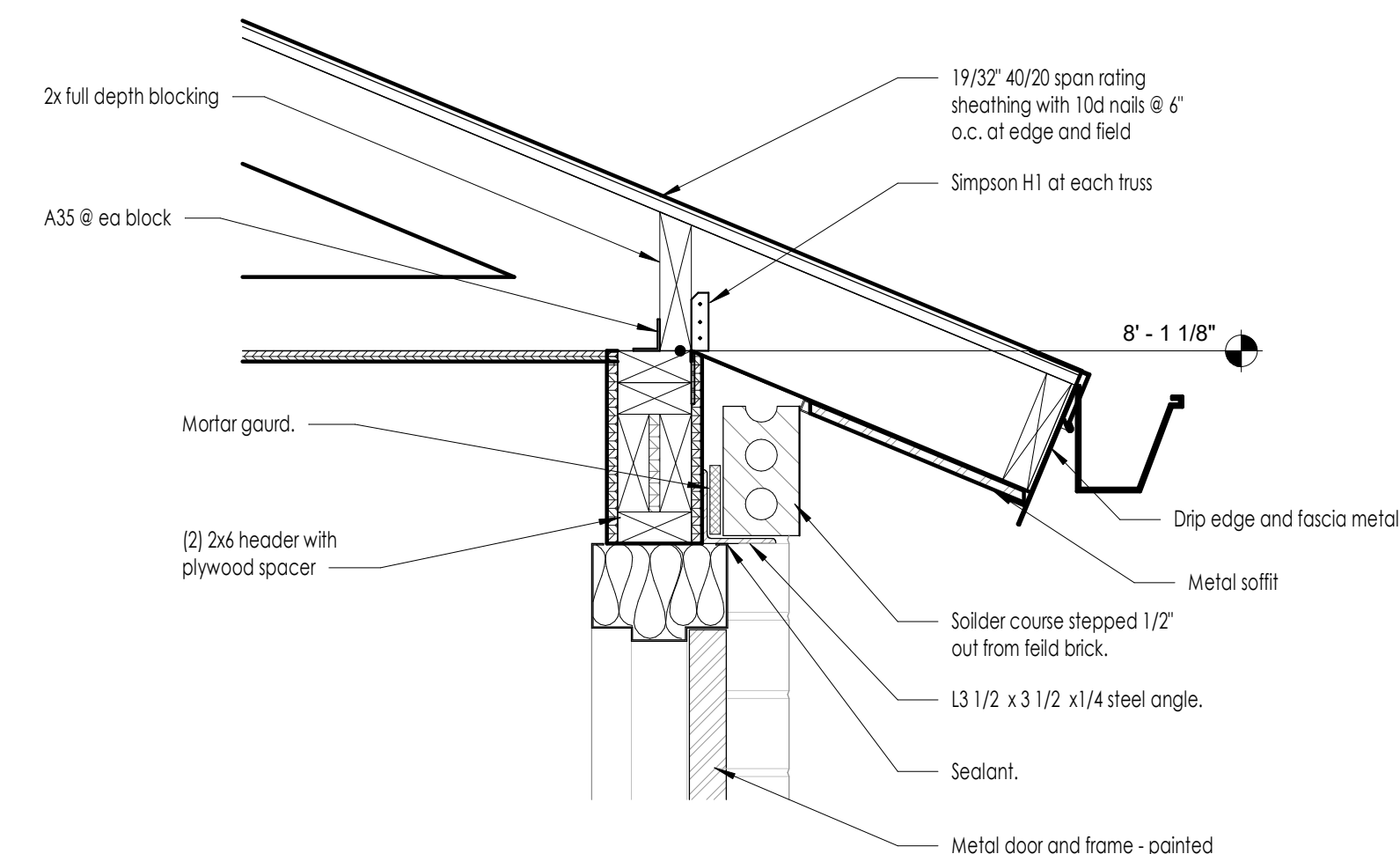
D Building Elevation
Scale: 1/4" = 1'-0"



G Shelf Detail
Scale: 1 1/2" = 1'-0"



J Door Threshold Detail
Scale: 1 1/2" = 1'-0"



K Head Detail
Scale: 1 1/2" = 1'-0"

Code Analysis	
Building Code	IBC 2021
Occupancy	S-1
Construction Type	V-8 : Non-Sprinklered
Height	12
Stories	1
Building Area	241 Gross SF
Occupant Load	241/300 = .80 = 1 Occupant
Building is Unconditioned - No Heating or Cooling	

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THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

**Harmony &
Eagle Mountain UT West Stake**

1186 East Bell Buoy Way, Eagle Mountain, Utah 84005
Date: 16 May 2024
BHD #: 2342
County Parcel: 680220301
Plan Series: Heritage 23-2
Owner #: 501-5025

Drawing Issue and Revision Schedule

#	Date	Description
1	16 May 2024	Bld Documents

Storage Building

C801

DESIGN CRITERIA:

- 2021 INTERNATIONAL BUILDING CODE WITH STATEWIDE AMENDMENTS
- TYPE OF CONSTRUCTION: TYPE II-B.
- BUILDING USE: ASSEMBLY A-3
- BUILDING OCCUPANCY CATEGORY: II
- BUILDING HEIGHT: PER PLANS
- BUILDING VOLUME: 19,800 CU. FT.
- NO. OF OCCUPANTS: 120
- ROOF DEAD LOAD - 11 PSF PLUS FRAMING WEIGHT
 - SHINGLES AND FELT: 3.5 PSF
 - DIAPHRAGM SHEATHING: 2.3 PSF
 - WOOD DECK: 4.0 PSF
 - MISCELLANEOUS: 1.2 PSF
- ROOF LIVE LOAD - 20 PSF
- SNOW LOAD
 - P_g: 36 PSF (GROUND SNOW LOAD)
 - P_f = 0.7 * P_g * C_e * C_t * I_s = 27 PSF (ROOF SNOW LOAD)
 - BUILDING ELEVATION: 4864 FT
 - P_s = P_f C_s
 - C_s: 1.0 FOR A 4:12 PITCH
 - P_s: 27 PSF
- WIND LOAD (ULTIMATE)
 - V_{3s}: 115 MPH
 - EXPOSURE: C
 - W: 1.00
- SEISMIC LOAD (ULTIMATE)
 - I_e: 1.00
 - S_s: 1.48
 - S₁: 0.53
 - S_{ds}: 0.89
 - I₀: 1.25
 - C_d: 2.5
 - SITE CLASS: D-Default
 - SEISMIC DESIGN CATEGORY: D
 - R: 1.25 (CANTILEVERED STEEL COLUMNS)
 - EQUIVALENT LATERAL FORCE PROCEDURE
 - C_s = 0.48
- ALLOWABLE SOIL BEARING PRESSURE:
 - 1500 PSF
 - ALLOWABLE FOUNDATION AND LATERAL PRESSURE = 100 PSF/FT BELOW NATURAL GRADE (TABLE 1806.2 OF 2021 IBC).
 - USE CONSTRAINED CONDITIONS FOR CONCRETE PIERS
 - COORDINATE ALL SITE GRADING AND SOIL WORK WITH THE SOILS REPORT.

PAVILION CONSTRUCTION SEQUENCE NOTES:

- VERIFY PERMIT REQUIREMENTS BEFORE SIGNING CONTRACTS.
 - BUILDING PERMIT
 - PLANING OR CONDITIONAL USE PERMIT
 - OBTAIN REQUIRED USE PERMIT
- REMOVE ALL VEGETATION, ROCKS, OUTCROPPINGS, AND TREES FROM LOCATION OF PAVILION SLAB. STRIP 6" OF TOP SOIL.
- LEVEL PAVILION BUILDING AREA. AVOID GRADING THAT ALLOWS WATER TO DRAIN TOWARD PAVILION.
- DIG COLUMN CAISSONS.
- PLACE COLUMN CAISSON FORMS AND SET REINFORCING STEEL.
- SET COLUMN ANCHOR BOLTS USING PLYWOOD TEMPLATE OF APPROXIMATELY THE SAME SIZE AS COLUMN BASE PLATE TO INSURE BOLT LOCATION ACCURACY.
- PLACE CONCRETE IN CAISSON FORMS FROM BOTTOM OF PIER UP TO A LEVEL 1-1/2" BELOW BOTTOM OF COLUMN BASE PLATE. LET CONCRETE CURE 7 DAYS.
- SET HSS COLUMNS OVER PRE-SET ANCHOR BOLTS ALLOWING COLUMNS TO REST ON LEVELING NUTS AND 1/4"x 3" PLATE WASHERS. LEVELING NUTS ARE TO BE USED TO SET COLUMNS PLUMB AND TRUE AND AT CORRECT BEARING HEIGHT TO RECEIVE GLU-LAM BEAMS.
- AFTER COLUMNS ARE SET PLUMB AND TRUE, VERIFY ACCURACY OF DIMENSIONS BETWEEN COLUMNS AND SECURE COLUMNS IN PLACE USING 1/4"x 3" PLATE WASHERS UNDER NUTS, TIGHTEN NUTS WITH ADDITIONAL 1/4 TURN PAST SNUG.
- THE WEIGHT OF GLU-LAM BEAMS IS APPROXIMATELY 500 POUNDS EACH. SOME FORM OF MECHANICAL HOIST IS RECOMMENDED FOR SETTING BEAMS ON TOP OF STEEL TUBE COLUMNS.
- NOTCH A 1"x 1" HOLE AT TOP OF BEAMS NEAR CENTER PEAK FOR ELECTRICAL CONDUIT TO PASS THROUGH.
- LIFT GLU-LAM BEAMS AND SET EACH END IN THE COLUMN SADDLE PLATES.
- ANCHOR BEAMS IN SADDLES WITH (8) SIMPSON SDS25112 WOOD SCREWS.
- ONCE GLU-LAM BEAMS ARE SET AND SECURELY BOLTED, ADEQUATELY BRACE EACH BEAM USING 2x LUMBER TO PREVENT BEAMS FROM OVERTURNING UNTIL ROOF DECK AND ROOF SHEATHING ARE SECURELY ANCHORED IN PLACE.
- SET 2x8 TONGUE AND GROOVE ROOF DECK WITH COMMON OR RING SHANK NAILS IN ACCORDANCE WITH SUPPLIERS' RECOMMENDATIONS.
- INSTALL 2x6 FASCIA BOARD AROUND ENTIRE ROOF PERIMETER. ALIGN TOP OF FASCIA BOARD WITH TOP OF ROOF DECKING.
- INSTALL WOOD ROOF SHEATHING OVER 2x8 TONGUE AND GROOVE ROOF DECK AT 45 DEGREES AS SHOWN IN ROOF DIAPHRAGM DETAIL.
- LAY 30 POUND FELT UNDERLAYMENT OVER ENTIRE ROOF STARTING AT FASCIA DRIP EDGE, OVERLAP EACH ROLL 6" AS FELTS ARE LAID OVER RIDGE.
- INSTALL PRE-FINISHED METAL DRIP EDGING ON ALL PERIMETER EDGES OF ROOF.
- INSTALL FIBERGLASS SHINGLES OVER ROOF UNDERLAYMENT AND PRE-FINISHED METAL DRIP EDGING. FOLLOW MANUFACTURER'S INSTRUCTIONS.
- PLACE NON-SHRINK GROUT UNDER COLUMN BASE PLATES. FINISH NON-SHRINK GROUT EDGES TO 45 DEGREES.
- PLACE REMAINDER OF CONCRETE SLAB ANY TIME AFTER GLU-LAM BEAMS, ROOF DECKING, AND PLYWOOD ROOF SHEATHING ARE SECURELY IN PLACE.
- FINISH TOP SURFACE OF CONCRETE SLAB WITH A LIGHT BROOM FINISH.
- AS SOON AS CONCRETE HAS CURED ENOUGH TO SUPPORT AN EARLY ENTRY SAW (4-6 HOURS AFTER PLACEMENT), CUT CONTROL JOINTS IN SLAB TOP SURFACE. DEPTH OF CONTROL JOINTS IS TO BE 1" DEEP.
- INSTALL MEMBRANE CURING ON CONCRETE SLAB.
- PLACE NON-SHRINK GROUT UNDER COLUMN BASE PLATES. FINISH NON-SHRINK GROUT EDGES TO 45 DEGREES.
- ALL STEEL COLUMNS, SADDLES, BOLTS, AND BASE PLATES TO BE POWDER COATED TOUCH-UP FINISH PAINTING BY OTHERS.
- STAIN ALL EXPOSED WOOD.

SITE PREPARATION:

- REMOVE ALL ORGANIC MATERIAL AND TOPSOIL FROM PAVILION AREA. VERIFY SUITABILITY OF SUBGRADE. FOUNDATIONS ARE TO BE ON UNDISTURBED, NATURAL SOIL OR ENGINEERED FILL EXTENDING TO SUITABLE UNDISTURBED NATURAL SOILS
- PLACE FOOTINGS/CAISSONS IN FIRM UNDISTURBED NATURAL SUBGRADE (UNLESS NOTED OTHERWISE BY GEOTECHNICAL REPORT).
- COMPACT SUBGRADE AND FILL UNDER CONCRETE FLOOR SLAB TO 95 PERCENT OF ASTM D-1557 (UNLESS NOTED OTHERWISE BY GEOTECHNICAL REPORT).
- INSTALL AND COMPACT 6 INCH GRANULAR BASE BENEATH CONCRETE FLOOR SLAB TO 95 PERCENT OF ASTM D-1557.

UTILITIES:(BY OTHERS)

- INSTALL PLUMBING LINE FOR COLD WATER.
- INSTALL ELECTRICAL LIGHTS, BOXES, CONDUITS, AND SWITCHES.

SPECIFICATIONS:

SCOPE- ONE EACH 30 FOOT BY 60 FOOT PAVILION WITH MINIMUM 4 INCH THICK CONCRETE SLAB. PROVIDE SHINGLES, ROOFING FELTS, FASCIA, SHEATHING, ROOF FRAMING, BEAMS, SOFFIT, CONNECTION HARDWARE, COLUMNS, CONCRETE SLAB, CONCRETE CAISSONS AND FINISHES TO CONSTRUCT COMPLETE PAVILION.

PAVILION HAS BEEN DESIGNED AS A FREE STANDING, OPEN STRUCTURE. RE-ENGINEER PAVILION IF WALLS ARE ADDED, IF STRUCTURE IS TO ADJOIN ANOTHER STRUCTURE, OR IF OTHER SUCH MODIFICATIONS ARE MADE. PROPERLY BRACE WOOD BEAMS AND MEMBERS UNTIL COMPLETE STRUCTURAL SYSTEM HAS BEEN CONSTRUCTED.

CONCRETE:

- CONCRETE SLAB ON GRADE IS TO BE REINFORCED AND BE 4" MINIMUM THICK. INSTALL WITH CRACK CONTROL JOINTS AS SHOWN. SURFACE IS TO HAVE A BULL FLOAT FINISH AND BE LIGHTLY BROOMED.
- EDGE OF SLAB IS TO BE THICKENED TO 8" WIDE AND BE REINFORCED WITH (2) #4 CONTINUOUS BARS. LAP SPLICES 24"
- PROVIDE DEFORMED REINFORCING STEEL BARS CONFORMING TO ASTM A615 WITH A MINIMUM YIELD STRENGTH OF 60,000 PSI. SECURELY ANCHOR REINFORCING STEEL, AND PROVIDE CLEARANCES, IN ACCORDANCE WITH THE LATEST EDITION OF ACI 318.
- MINIMUM CONCRETE MIX DESIGN REQUIREMENTS:
 - COMPRESSIVE STRENGTH OF CONCRETE TO BE 4,500 PSI AT 28 DAYS.
 - MAX W/C: 0.45
 - 6% (+/-1.5%) AIR ENTRAINMENT.
 - CEMENT TYPE II/V
- DESIGNED FOR THE FOLLOWING EXPOSURE CATEGORIES AND CLASSES:
 - F2, S1 (PER ACI 318 TABLE 4.2.1)
 - LIMIT SLUMP TO 4" (+/-1")
- VERIFY STRENGTH REQUIREMENTS AND CEMENT TYPE REQUIREMENTS WITH THE GEOTECHNICAL EVALUATION REPORT.
- ALL CONCRETE WORK TO BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 318.
- SLAB TO BE SEALED WITH WEATHERWORKER J-29A CONCRETE SEALER, BY DAYTON SUPERIOR CORPORATION. INSTALL AS PER MANUFACTURERS INSTRUCTIONS.
- MEMBRANE CONCRETE CURING: USE CLEAR CURE J7wb BY DAYTON SUPERIOR CORPORATION. FOLLOW MANUFACTURERS INSTALLATION INSTRUCTIONS.

STRUCTURAL STEEL:

- ALL STEEL PLATES TO BE ASTM A36
- STEEL TUBES TO BE ASTM A500, GRADE B, F_y = 46,000 PSI
- ALL WELDING IS TO BE DONE IN ACCORDANCE WITH LATEST AWS STANDARDS. IF WELDS ARE NOT SPECIFIED, ALL WELDS ARE TO DEVELOP THE FULL STRENGTH OF ALL COMPONENT PARTS.
- ALL BOLTS ARE TO BE ASTM A325 EXCEPT THAT ANCHOR BOLTS ARE TO BE ASTM F1554 GRADE 36.
- ALL EXPOSED BOLTS ARE TO BE PAINTED TO MATCH STRUCTURE.
- ALL HOLES IN STEEL TO BE 1/16" LARGER THAN THE DIAMETER OF THE CONNECTING BOLT UNLESS NOTED OTHERWISE.
- ALL FABRICATED STEEL IS TO BE PRIMED AND FINISH POWDER COATED.

WOOD:

- GLU-LAM BEAMS:
 - SOUTHERN YELLOW PINE
 - 24F-V3 STRESS COMBINATION
 - 2-INCH NOMINAL THICK LAMINATIONS
 - 5" MINIMUM WIDTHS
 - RESORCINOL ADHESIVE
 - DOUBLE PITCHED AND TAPERED
 - ARCHITECTURAL APPEARANCE GRADE
 - STAIN AND SEAL FINISH
 - ROOF PITCH IS TO BE 4 VERTICAL TO 12 HORIZONTAL (4:12)
 - MATERIALS, MANUFACTURE AND QUALITY CONTROL OF GLUE LAMINATED BEAMS SHALL BE IN CONFORMANCE WITH "AMERICAN NATIONAL STANDARD FOR WOOD PRODUCTS - STRUCTURAL GLUED LAMINATED TIMBER" ANSI/AITC A190.1.
- MEMBERS SHALL BE MARKED WITH AN AITC OR APA/EWS QUALITY MARK AND, IN ADDITION, AN AITC OR APA/EWS CERTIFICATE OF CONFORMANCE SHALL BE PROVIDED TO INDICATE CONFORMANCE WITH ANSI/AITC A190.1.
- FACTORY SEAL BEAMS AND INDIVIDUALLY WRAP FOR PROTECTION IN TRANSIT, STORAGE, AND ERECTION.
- TEMPORARY STORAGE SHALL CONSIST OF LEVELED BLOCKS, WELL OFF GROUND, SEPARATION WITH WOOD STRIPS FOR AIR CIRCULATION AROUND EACH MEMBER, COVER TOP AND SIDES WITH MOISTURE RESISTANT PAPER.
- USE NON-MARRING SLINGS WHEN HANDLING, DRY-IN ROOF AS SOON AS ERECTED.
- PROTECTIVE WRAPPING SHALL REMAIN ON BEAMS UNTIL DECK HAS BEEN INSTALLED AND SHINGLES APPLIED.
- ROOF FRAMING
 - USE GALVANIZED NAILS.
 - 2x6 FASCIA: NO. 1 SOUTHERN YELLOW PINE, KILN DRIED, CHROMATED COPPER ARSENATE PRESSURE TREATED (0.4 PCF), SURFACED ON FOUR SIDES, AND STAINED. FASCIA IS TO BE FREE OF ANY GROOVES OR INCISIONS.
 - MITER ENDS OF FASCIA AT CORNERS
 - BUTT FASCIA ONLY AT BEAM ENDS
 - FASTEN FASCIA TO BEAM WITH NOT LESS THAN THREE 16d COMMON, GALVANIZED NAILS AT EACH BEAM JUNCTION AT EAVE AND TO OUTLOOKERS WITH TWO 16d COMMON, GALVANIZED NAILS AT EACH RAKE.
 - 2x8 ROOF DECK:
 - DOUGLAS FIR LARCH, SINGLE TONGUED AND GROOVED, SPECIFIED LENGTH, CENTER MATCHED, EDGE VEED TWO SIDES, KILN DRIED, AND STAINED - NO. 2 GRADE.
 - DECK FURNISHED IN SPECIFIED LENGTHS SO ALL JOINTS OCCUR OVER BEAMS - RANDOM LENGTH DECK IS UNACCEPTABLE. DECK SHALL BE INSTALLED WITH A 2 SPAN CONDITION, MINIMUM.
 - INSTALL IN ACCORDANCE WITH SUPPLIER'S SPECIFICATIONS USING 16d COMMON OR RING SHANK NAILS. MINIMUM. NAILING SHALL BE FACE NAILED USING (3) NAILS AT EACH BEARING POINT WITH A 4TH NAIL DIAGONALLY THROUGH THE TONGUE OF THE DECKING MEMBER. NAILS MUST PENETRATE 1-1/2 INCHES INTO SOLID WOOD.
 - INSTALL WITH TONGUES UP ON SLOPED ROOFS.
- ROOF SHEATHING:
 - 7/16" THICK PLYWOOD OR ORIENTED STRAND BOARD COMPLYING WITH STANDARD PS-1 OF THE AMERICAN PLYWOOD ASSOCIATION APA/ANSI A199.1. APPROPRIATE APA STAMP IDENTIFYING FOLLOWING REQUIREMENTS: 24/0 SPAN INDEX RATING, EXTERIOR EXPOSURE, 18 PERCENT MAXIMUM MOISTURE CONTENT WHEN FABRICATED.
 - INSTALL DIRECTLY OVER WOOD TONGUE AND GROOVE ROOF DECKING IN 4'x8' PANELS AT 45 DEGREES TO DECKING. STAGGER PANEL JOINTS APPROXIMATELY 4'-0" AND GAP JOINTS 1/4 INCH. STAPLE AROUND PERIMETER OF EACH PANEL WITH STAPLES AT 2" O.C. PER LINEAR FOOT. STAPLE WITHIN FIELD OF EACH PANEL WITH (2) ROWS OF STAPLES AT 8" O.C.
 - PROTECT SHEATHING WITH 30 POUND FELT IMMEDIATELY AFTER INSTALLATION

ROOF SYSTEM

- 50 YEAR ASPHALT SHINGLE by OWENS CORNING WITH A LIFETIME WARRANTY
- PROFILE NOMINAL SIZE: 13"x 39 3/8"
- EXPOSURE: 5 5/8"
- COLOR AS PER OWNER FROM MANUFACTURERS STANDARD COLOR SELECTION.
- INSTALL PER MANUFACTURER'S INSTRUCTIONS
- PROVIDE EDGE AND TERMINATION DETAIL COMPONENTS AS REQUIRED TO OBTAIN MANUFACTURER'S WARRANTY.

STAIN:

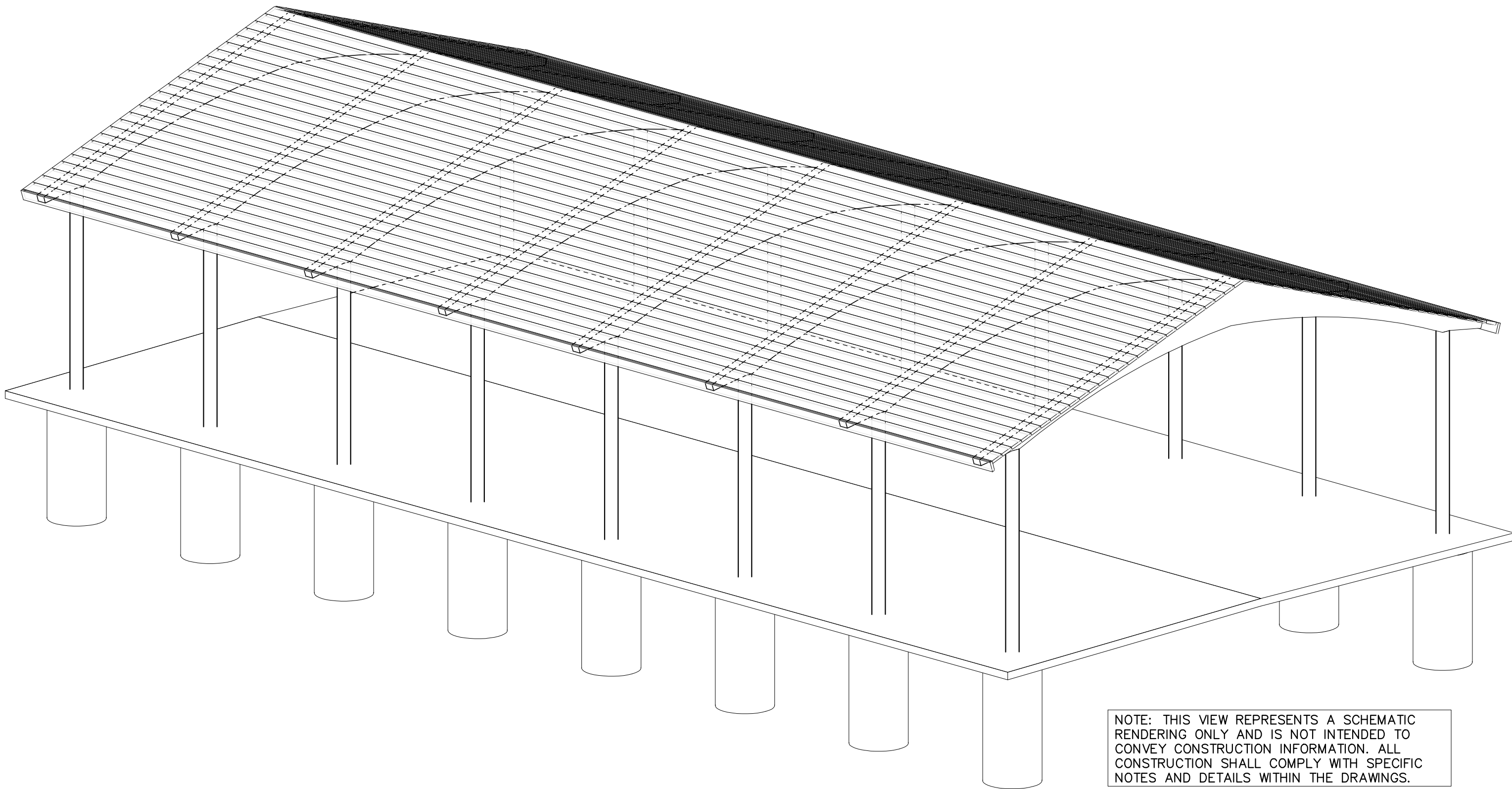
- BEAMS, DECK, AND FASCIA SHALL BE FACTORY STAINED WITH "OLYMPIC" SEMI-TRANSPARENT STAIN. BEAMS AND FASCIA TO BE STAINED NO. 708 WALNUT, DECK TO BE STAINED NO. 911 CAPE COD GRAY OR AS SELECTED BY OWNER.

ELASTOMERIC JOINT SEALANTS:

- PROVIDE SIKASIL-728 NS NON-SAG SILICONE SEALANT AT SAW CUT JOINTS AND COLD JOINTS.
- PROVIDE DOW CORNING 791 SILICONE WEATHERPROOFING SEALANT AT COLUMN/CONCRETE JOINT.
- CLEAN AND PREPARE SURFACES.
- USE PROPER PRIMER AND BACKING MATERIALS AS REQUIRED TO INSTALL SEALANTS.
- PROVIDE MASKING AND TEST STRIPS AS NEEDED.
- INSTALL ALL RELATED SEALANTS AND MATERIALS AS PER THE MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS.

PLUMBING AND ELECTRICAL:(BY OTHERS)

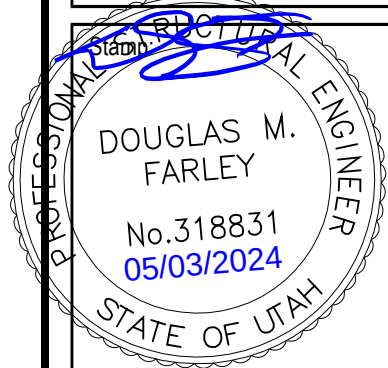
- COORDINATE PLUMBING AND ELECTRICAL REQUIREMENTS WITH ARCHITECTURAL AND CITE PLANS, BY OTHERS.



NOTE: THIS VIEW REPRESENTS A SCHEMATIC RENDERING ONLY AND IS NOT INTENDED TO CONVEY CONSTRUCTION INFORMATION. ALL CONSTRUCTION SHALL COMPLY WITH SPECIFIC NOTES AND DETAILS WITHIN THE DRAWINGS.

Supplier:

SMITH
STEELWORKS



30'x60' Glulam Pavilion
Kit 1 Option A

1200 East Bell Buoy Way
Eagle Mountain, Utah

Project for:
THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Mark	Date (mm/dd/yyyy)	Description

Project Number:

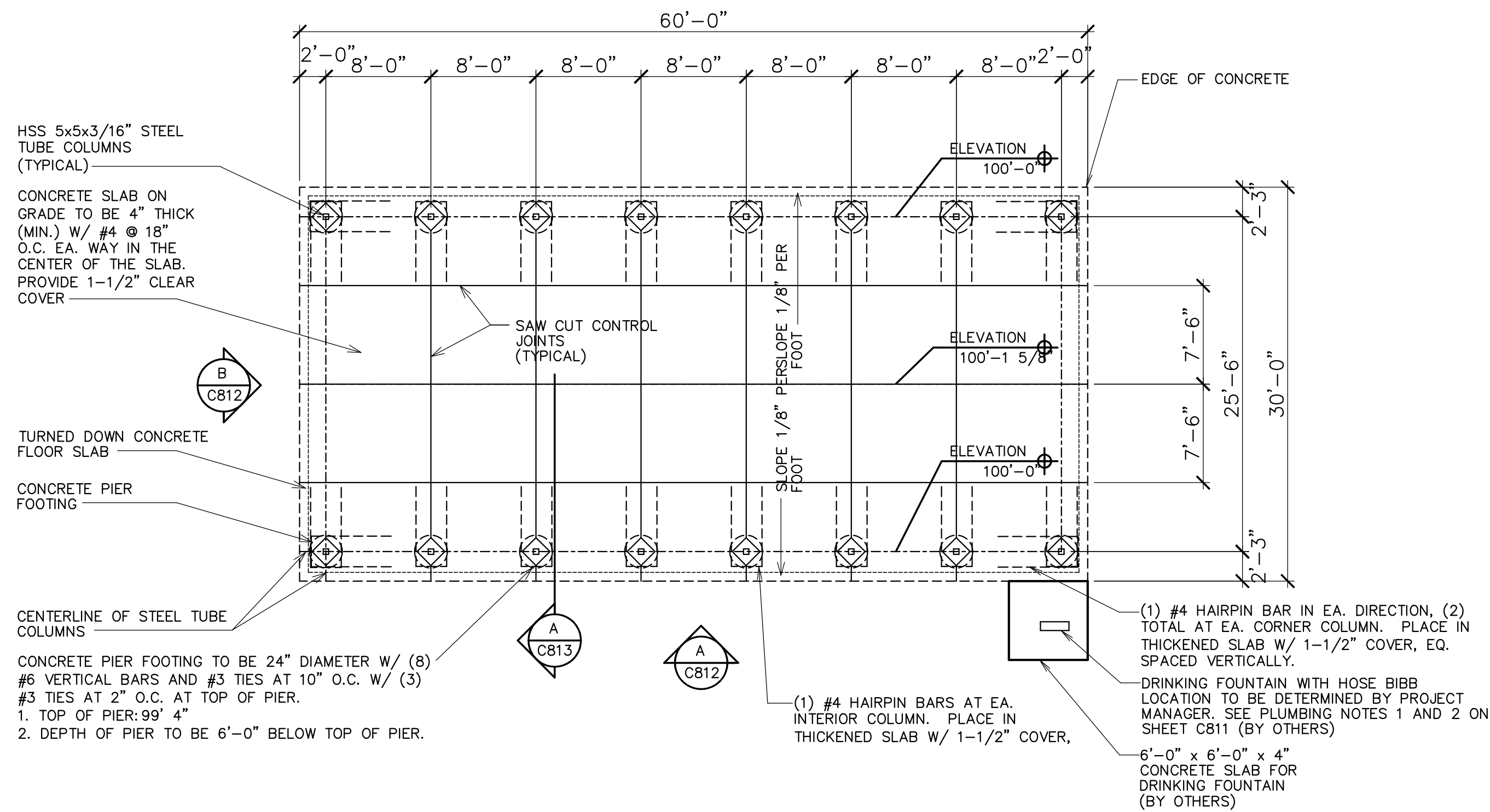
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Property Number:

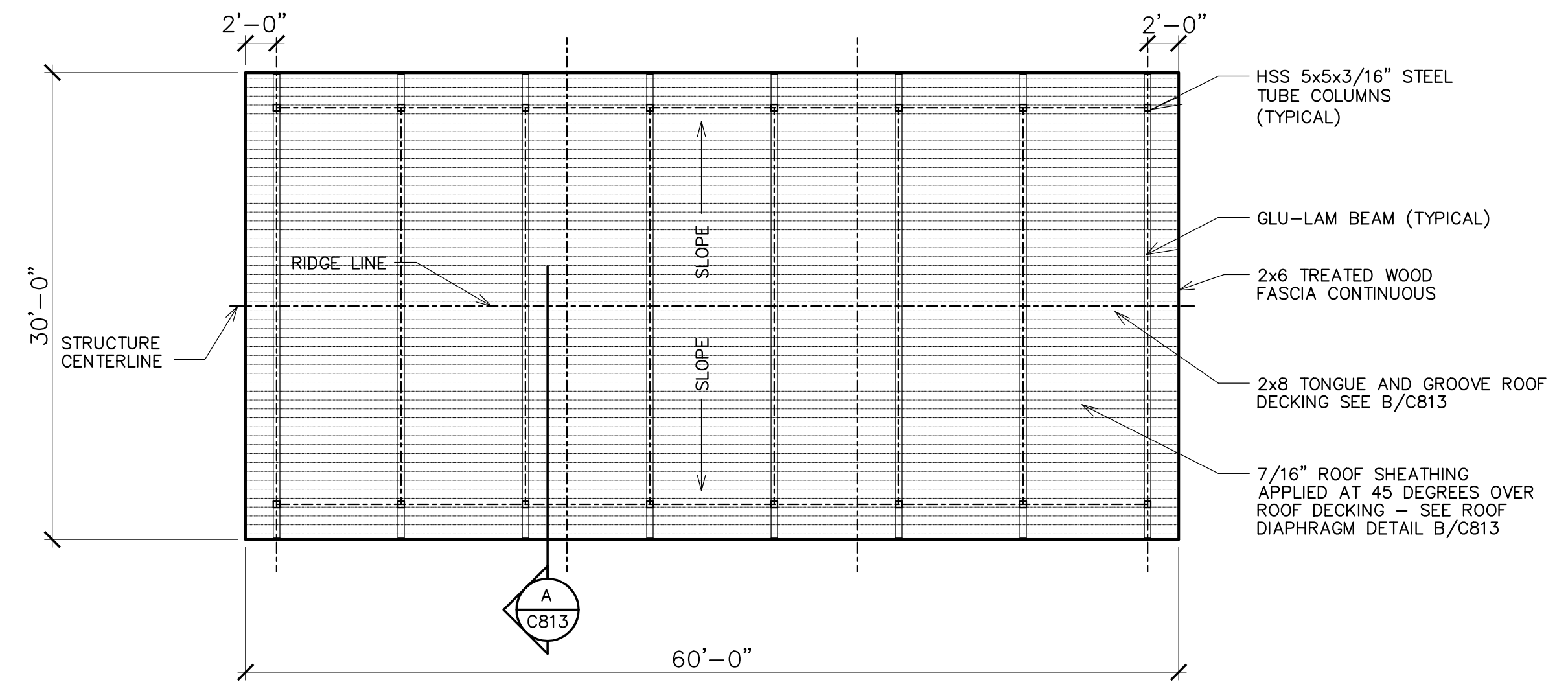
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PLAN VIEWS

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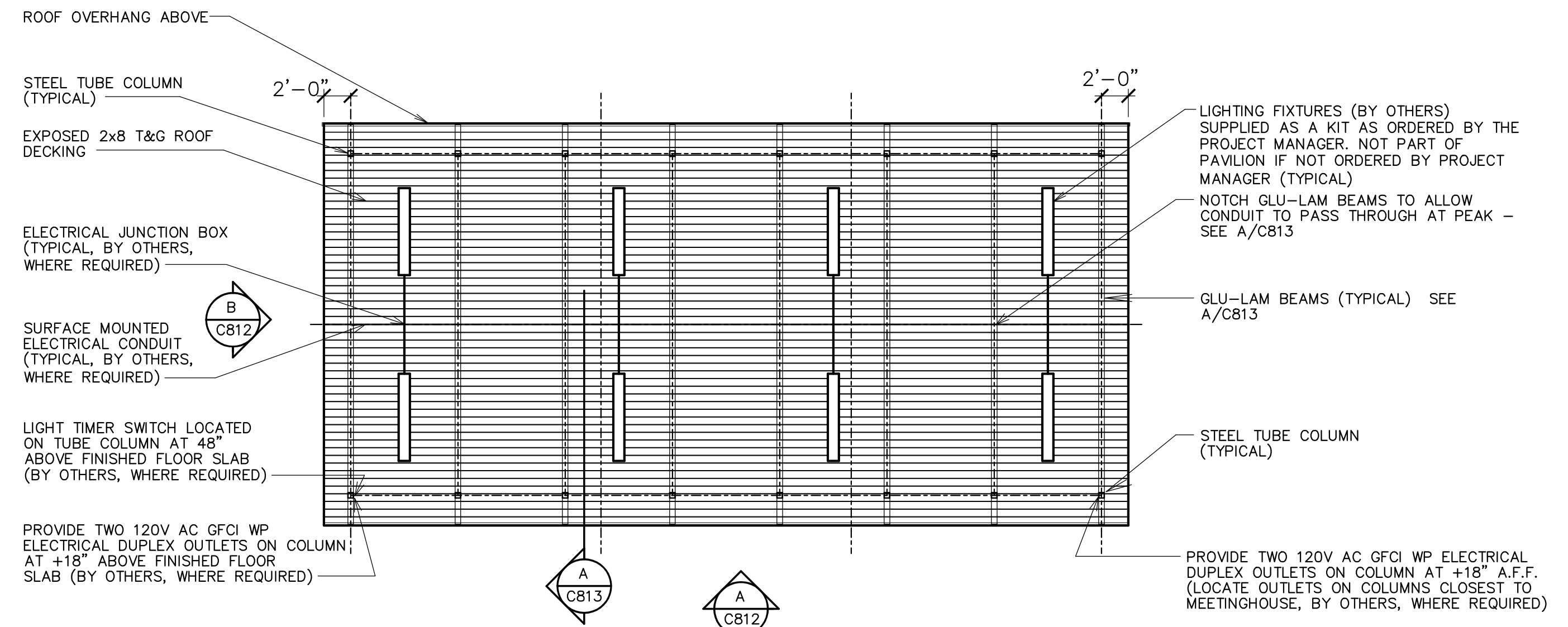
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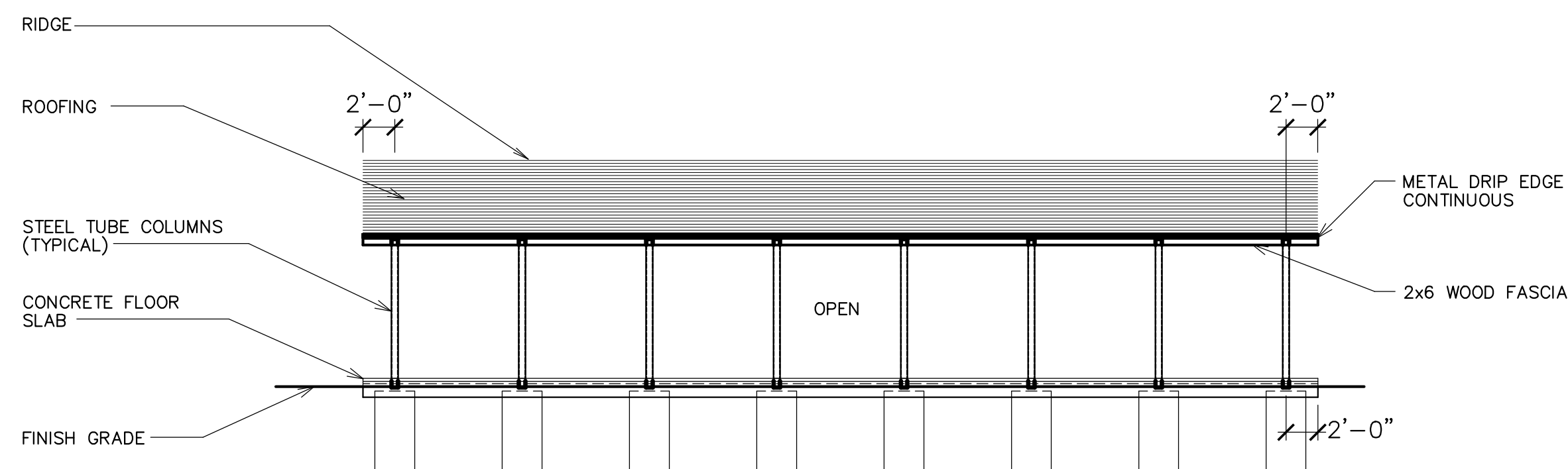
① FLOOR PLAN
SCALE: 1/8" = 1'-0"



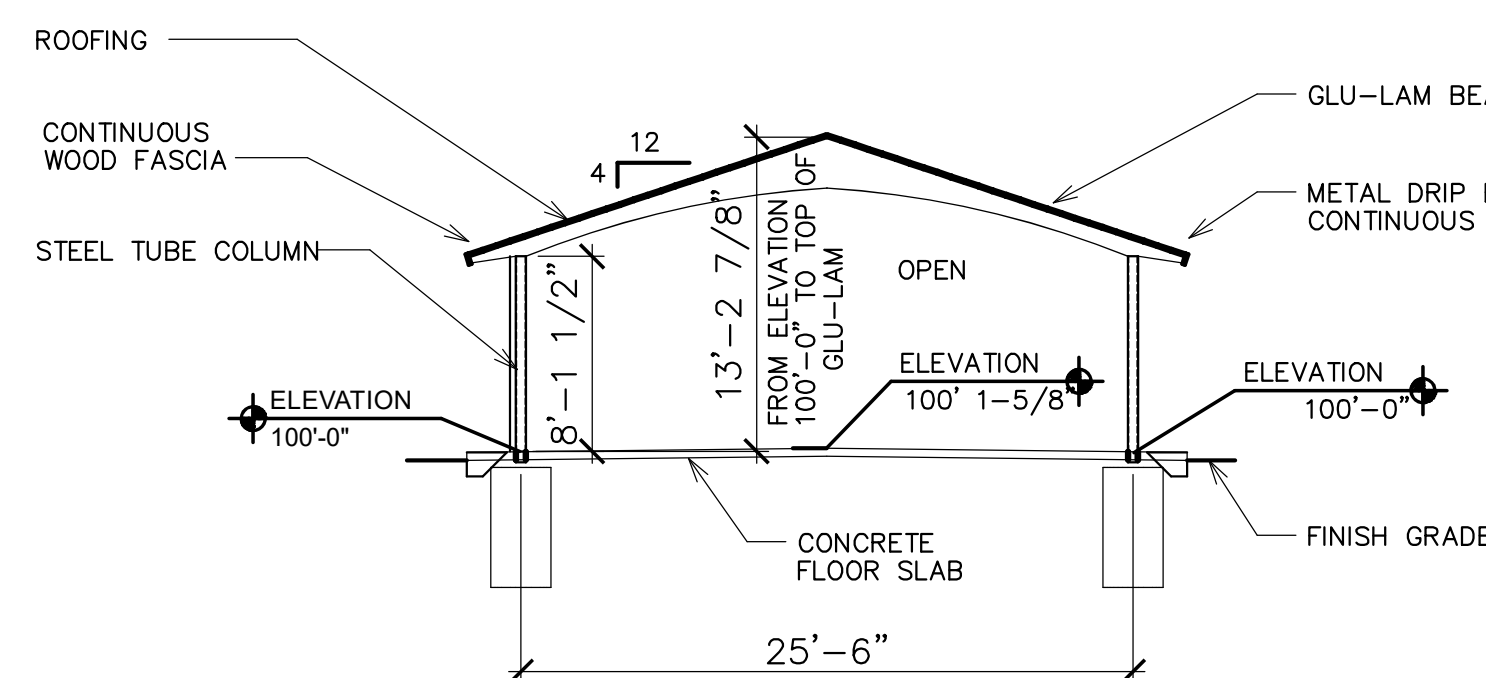
② ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"



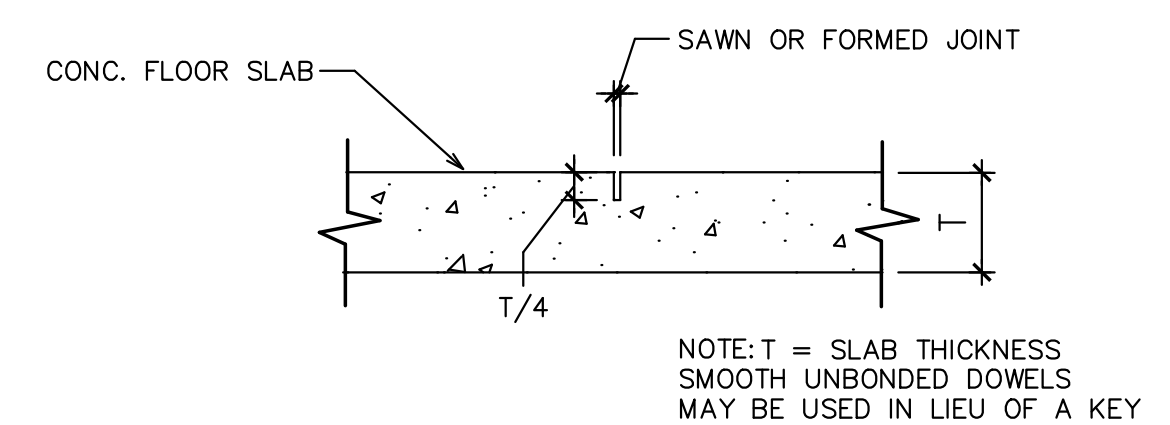
③ REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"



④ SIDE ELEVATION
SCALE: 1/8" = 1'-0"



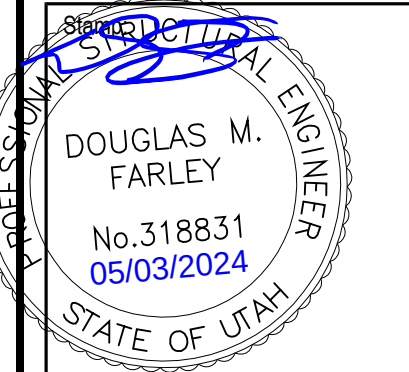
⑤ END ELEVATION
SCALE: 1/4" = 1'-0"



⑥ CONTROL JOINT DETAIL
SCALE: 1 1/2" = 1'-0"

Supplier:

SMITH
STEELWORKS



30'x60' Glulam Pavilion
Kit 1 Option A

1200 East Bell Buoy Way
Eagle Mountain, Utah

Project for:
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

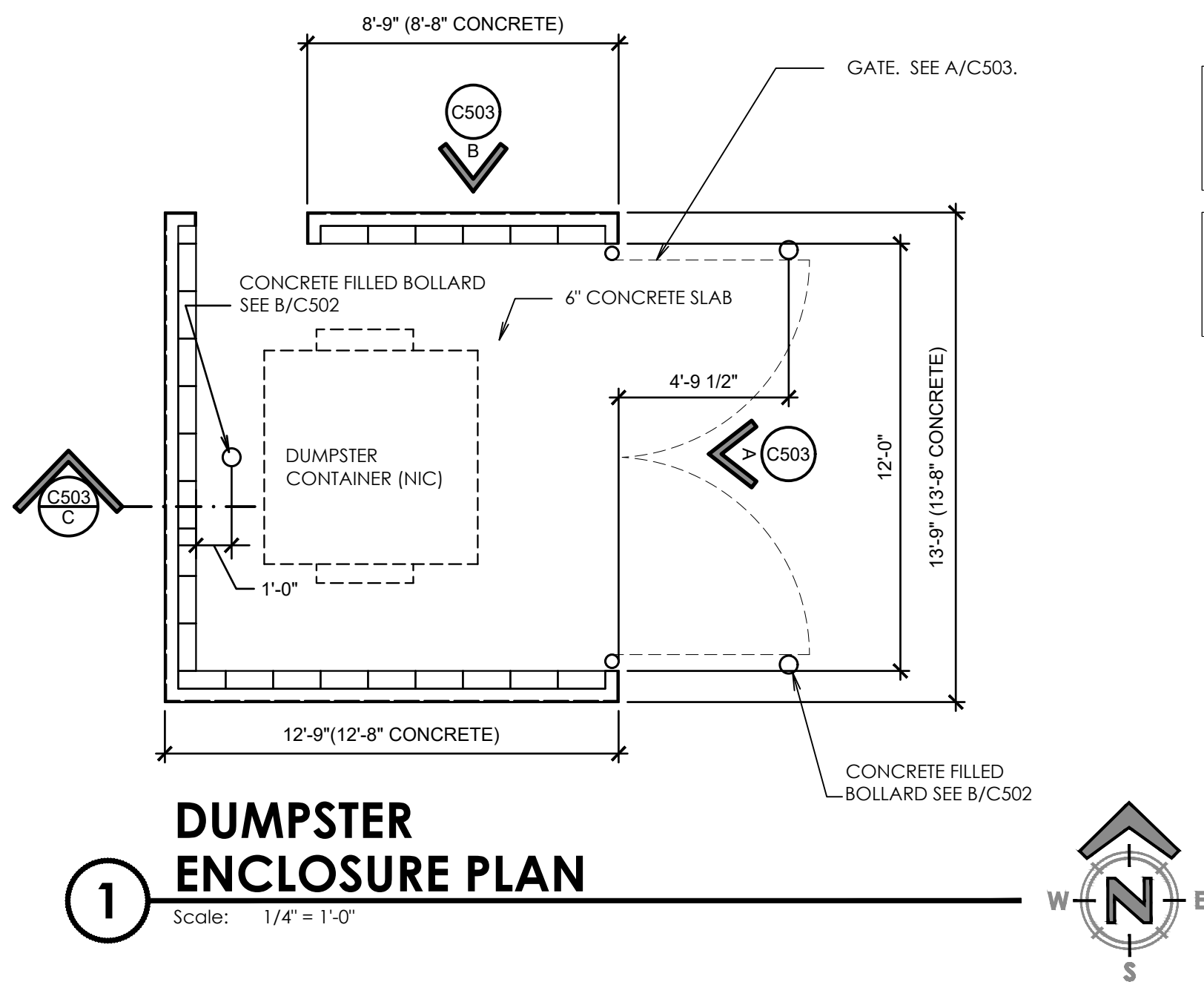
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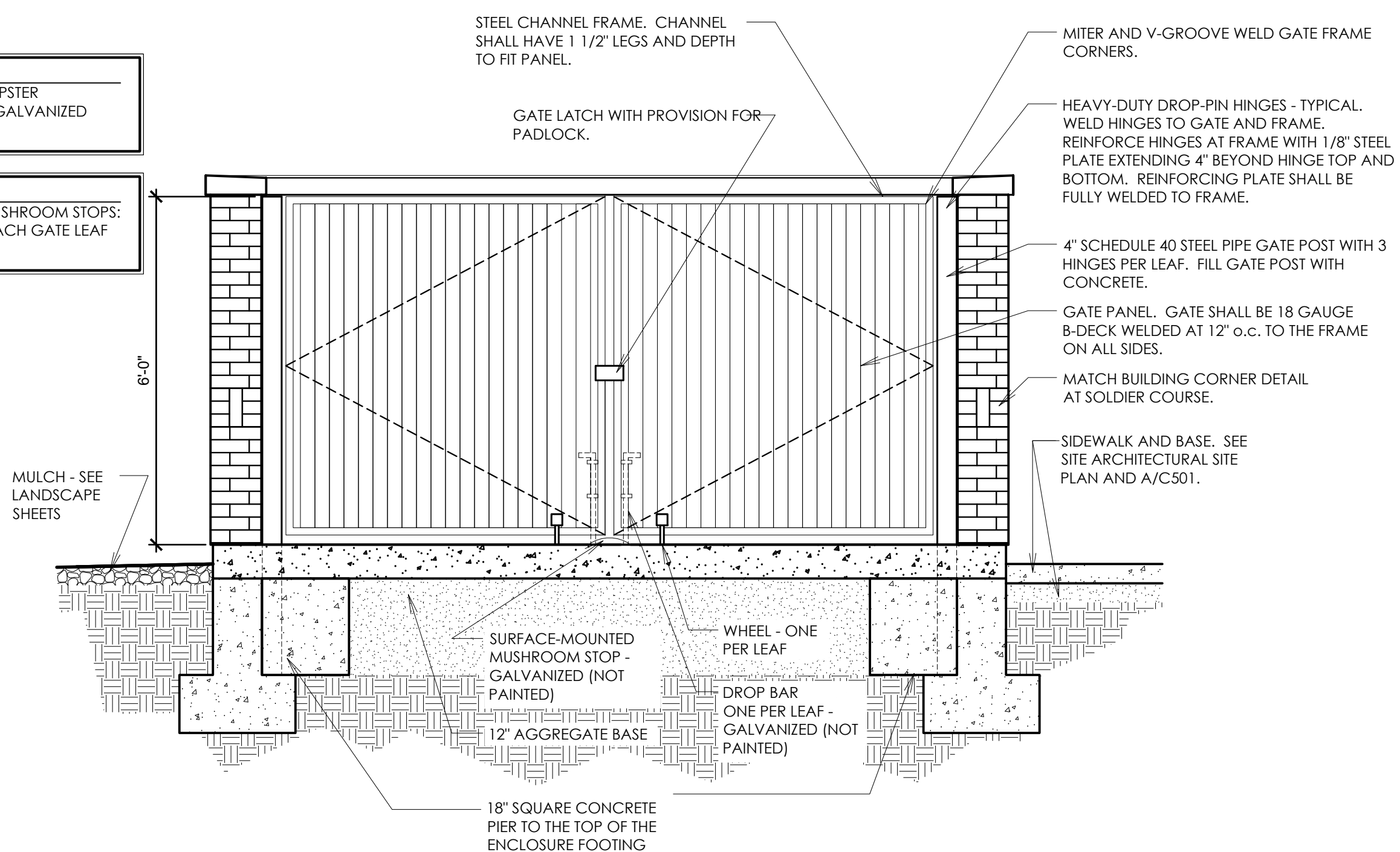
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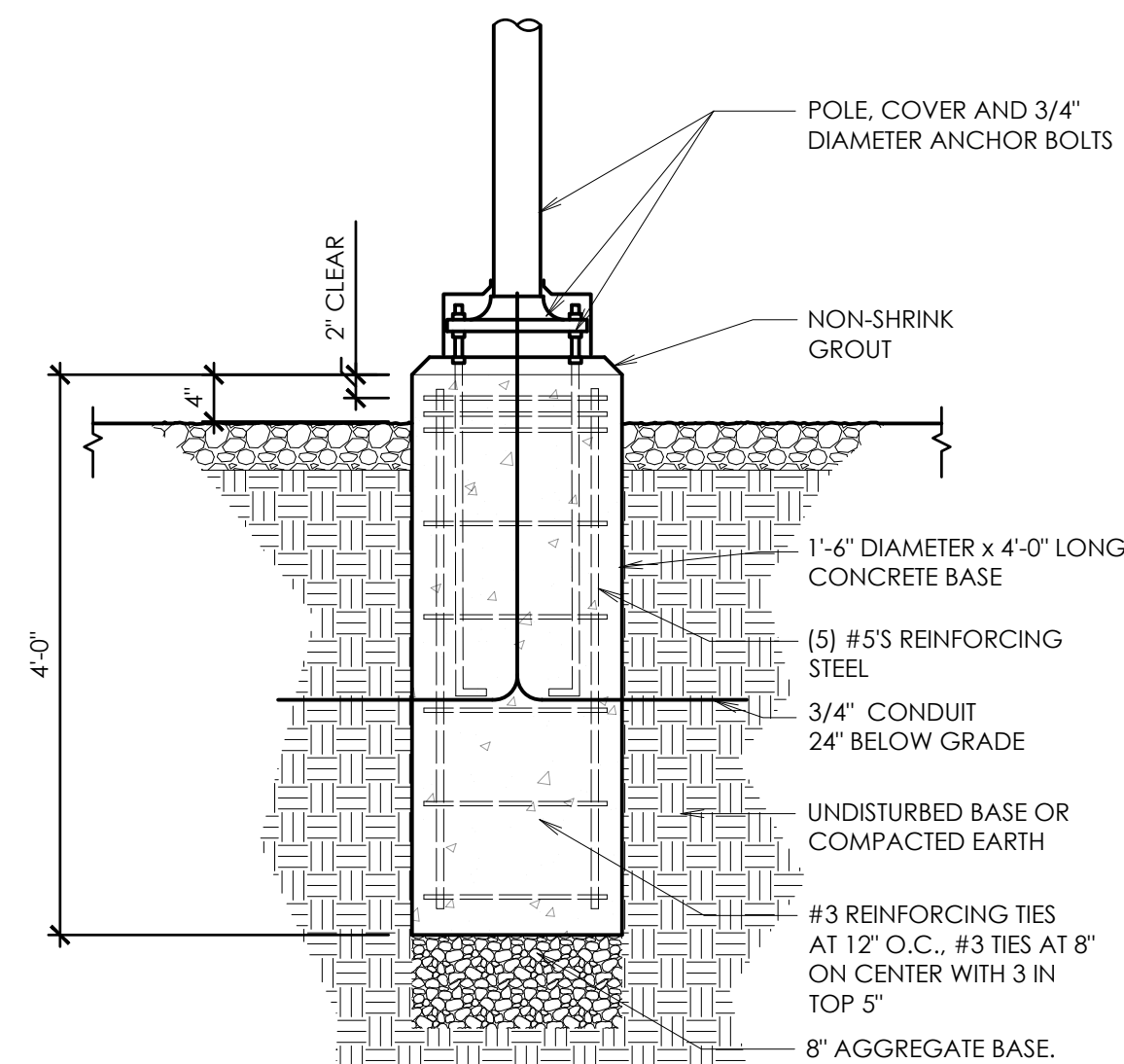
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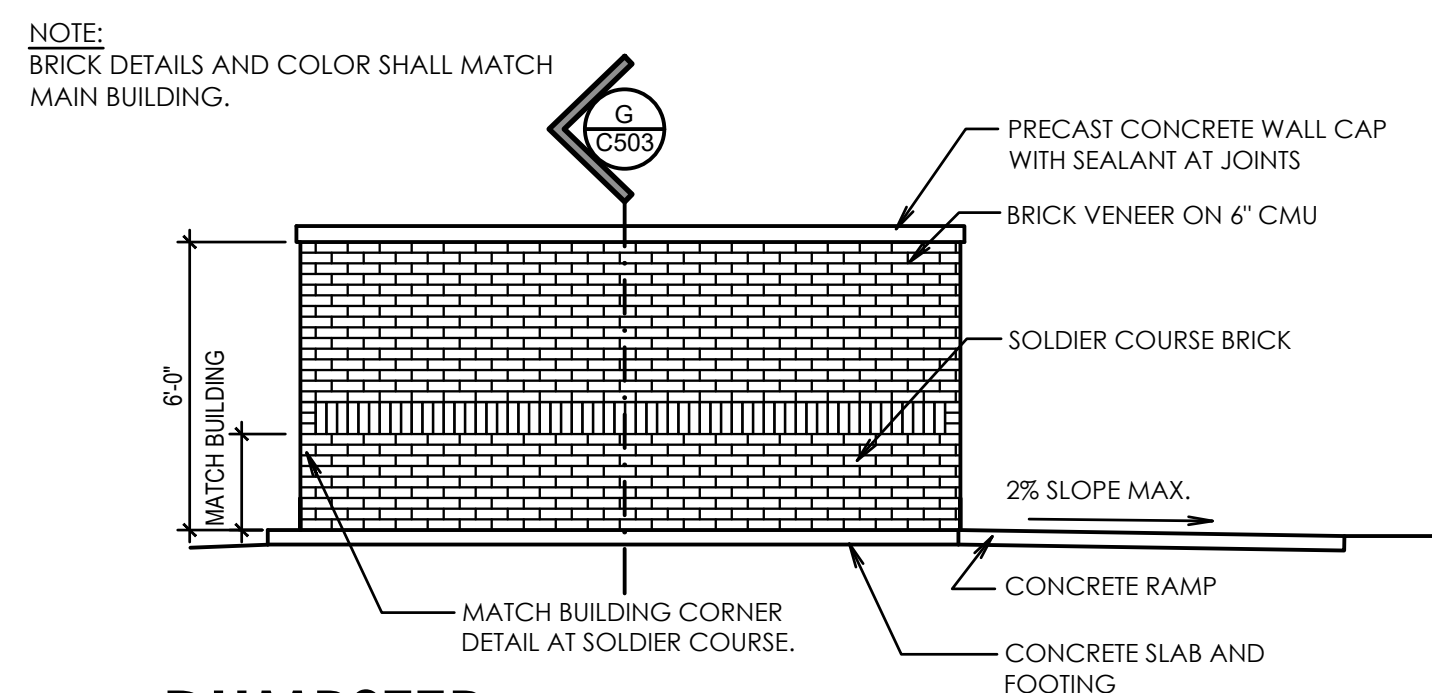
DUMPSTER ENCLOSURE PLAN



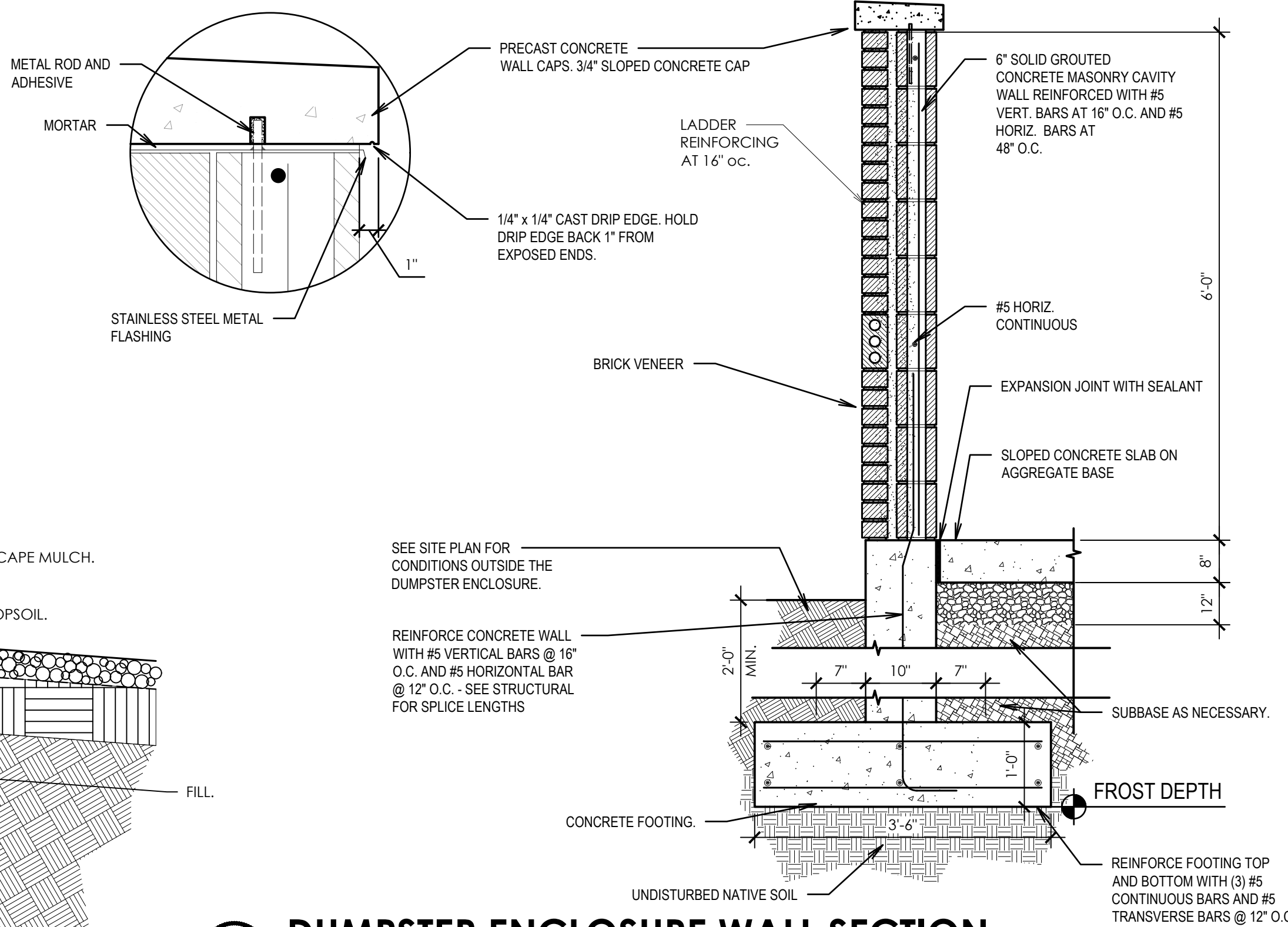
DUMPSTER GATE ELEVATION



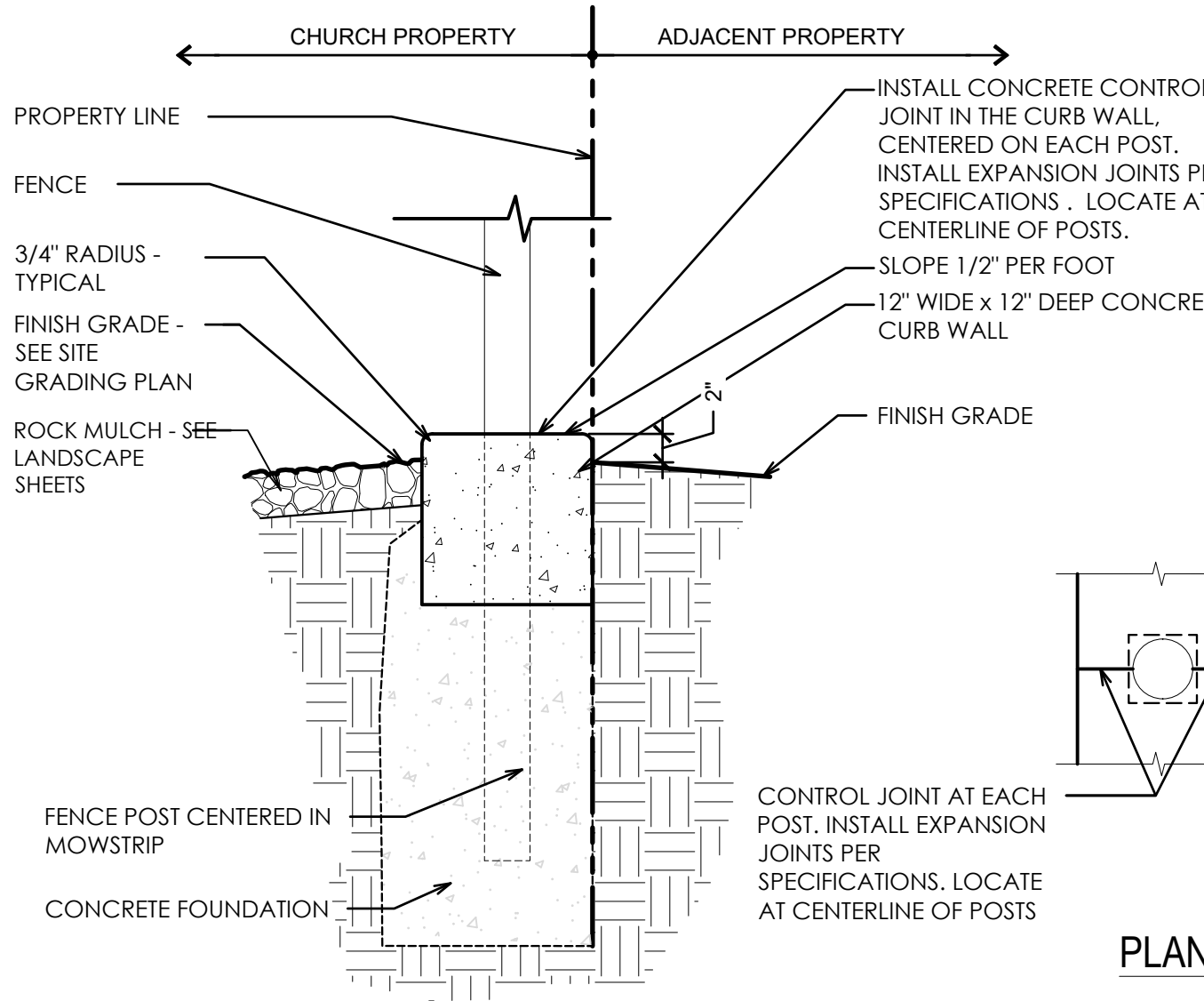
POLE LIGHT BASE IN LANDSCAPING AREAS



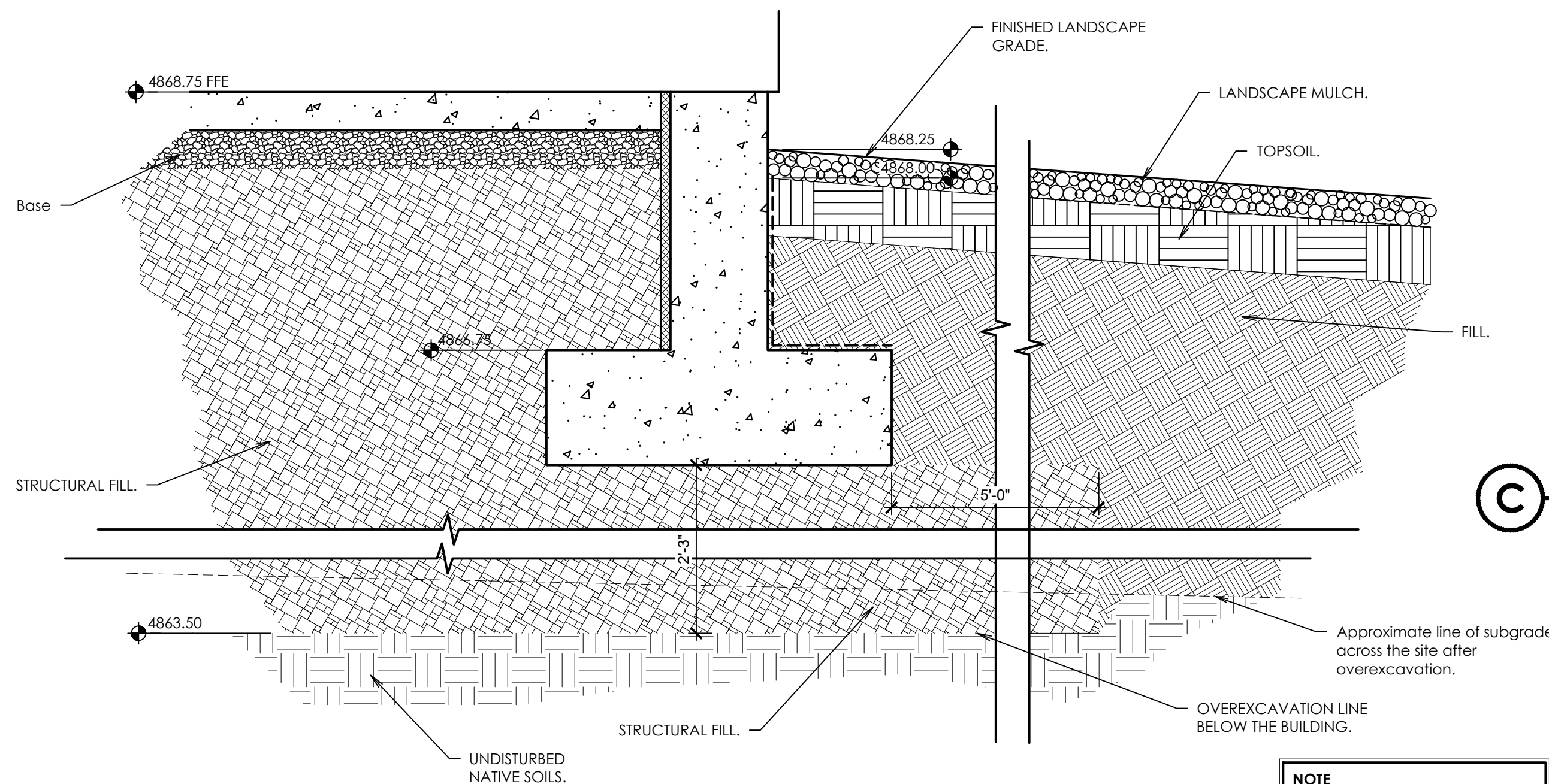
DUMPSTER ENCLOSURE ELEVATION



DUMPSTER ENCLOSURE WALL SECTION

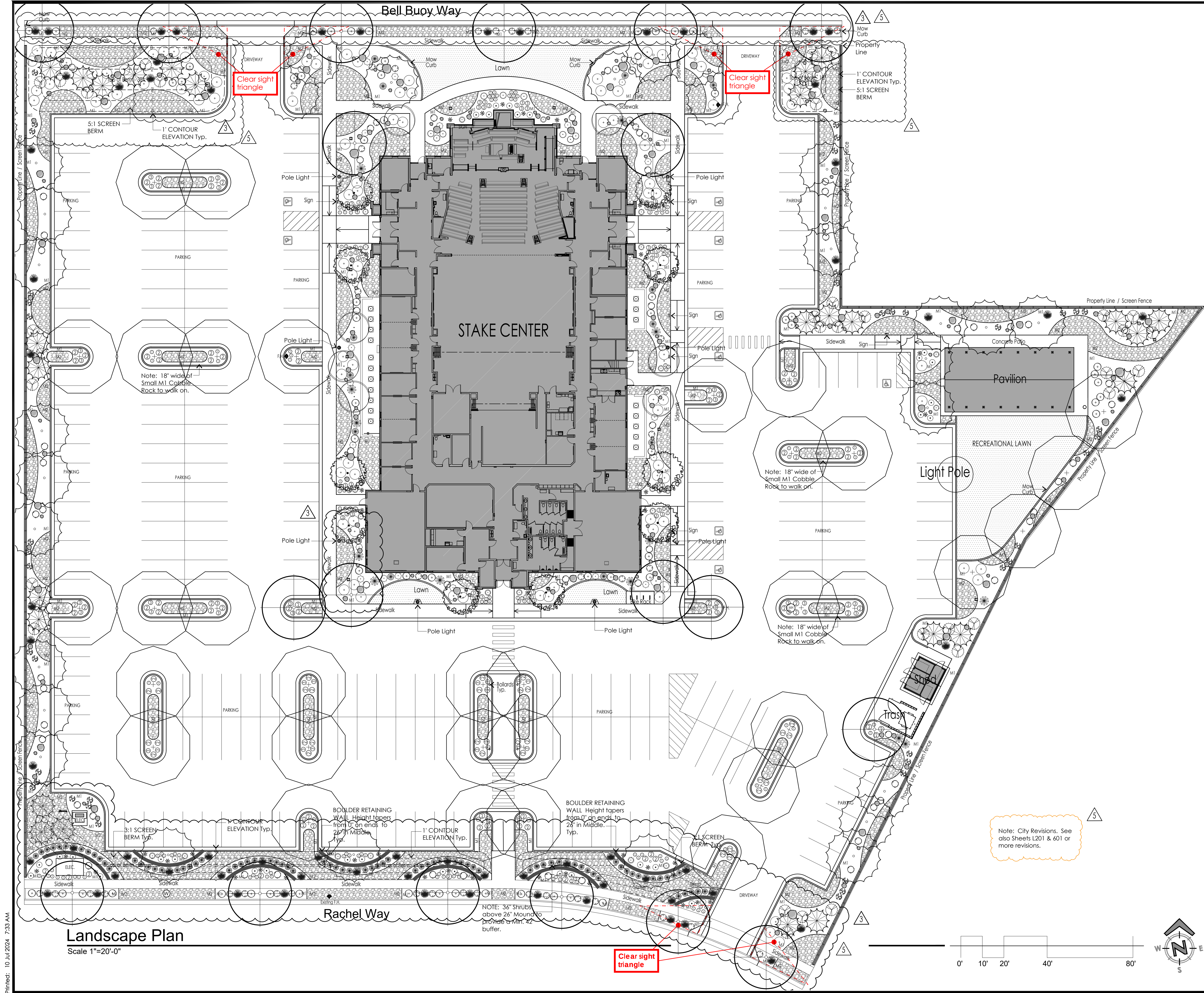


FENCE AND MOWSTRIP DETAIL



OVEREXCAVATION DETAIL

Drawing Issue and Revision Schedule		
#	Date	Description
5	25 Jun 2024	Site plan review response
3	28 May 2024	Addendum #2
2	24 May 2024	Addendum #1
1	16 May 2024	Bid Documents



Landscape Plan

Scale 1"=20'-0"

Landscape Notes

1. TOPSOIL: ALL LAWN AREAS TO RECEIVE FIVE (5) INCHES OF IMPORTED APPROVED TOPSOIL. ALL IMPORTED TOPSOIL MUST MEET THE CONTRACT DOCUMENTS SPECIFICATIONS. SUBMIT A RECENT, WITHIN 60 DAYS, TOPSOIL ANALYSIS ON PROPOSED IMPORTED TOPSOIL FOR REVIEW AND APPROVAL. M1 SHRUB AREAS TO RECEIVE 12", IF AVAILABLE, OF STOCKPILED TOPSOILS. M2 COBBLE ROCK AREAS DO NOT NEED TOPSOIL. DO NOT INSTALL ANY TOPSOIL UNTIL THE SUBGRADE HAS BEEN CHECKED AND APPROVED FOR PROPER DEPTH BY THE LANDSCAPE ARCHITECT. SCREEN BERMS TO BE CONSTRUCTED FROM STOCKPILED OR IMPORTED TOPSOILS.
2. ALL LANDSCAPE AREAS NOT LAWN TO BE COVERED WITH VARIOUS ROCK PRODUCTS MULCH. SEE KEY ON THIS DRAWING. ALL COBBLE ROCK TO BE INSTALLED THREE (3) INCHES DEEP MINIMUM OR DEEPER IF NECESSARY TO COMPLETELY COVER THE FABRIC. ALL COBBLE ROCK TO BE FINISH GRADED ONE (1) INCH BELOW ADJACENT CONCRETE EDGES. SUBMIT ROCK PRODUCT SAMPLES FOR APPROVAL BEFORE INSTALLATION. ALL COBBLE ROCK TO BE WASHED OR REMOVED OF DIRT BEFORE DELIVERY AND INSTALLATION.
3. WEED BARRIER FABRIC TO BE PLACED UNDER ALL COBBLE AND CRUSHED ROCK MULCH. OVERLAP 6" AT JOINTS AND ADHERE TO GROUND USING 1" BY 6" STEEL WIRE STAKES PLACED 4' O.C. USE DEWITT PRO 5 OR APPROVED EQUAL.
4. THE LAWN SHALL BE INSTALLED IN SOD FORM. INSTALL 'BIO BLUE' GRASS SOD FROM BIOGRASS SOD FARMS & BIOGRASS NURSERIES LOCATED IN WEST JORDAN, UTAH. THIS IS A MIX OF DROUGHT TOLERANT KENTUCKY BLUEGRASS VARIETIES. ORDER GRASS SOON AFTER BEING AWARDED THE CONTRACT TO ASSURE AVAILABILITY.
5. INSTALL TOP OF DRAIN CATCH BASINS FLUSH WITH FINISH GRADE ELEVATIONS TO ALLOW WATER TO DRAIN IN. REMOVE THE WEED BARRIER FABRIC FROM COVERING THE GRATE OPENINGS. MAKE SURE LOCATIONS ARE NOTED ON RECORD DRAWINGS.
6. FREE STANDING BOULDERS TO BE SIZES INDICATED ON THE DRAWINGS. BOULDERS TO BE OF A NATURAL APPEARANCE, QUARTZ OR OTHER HARD ROCK, OF A BROWN COLOR. SUBMIT A FULL SIZED SAMPLE FOR APPROVAL BEFORE USE. SEE LEGEND THIS SHEET. PARTIALLY BURY AND PLACE BOULDERS SO THEY HAVE A NATURAL LOOKING APPEARANCE. SEE DETAIL "K" ON DRAWING L501. BOULDERS SHALL BE THE SPECIFIED SIZE MINIMUM ON ALL THREE SIDES, NOT JUST ONE.
7. CONCRETE MOW CURB INSTALLATION IS DESCRIBED ON THE SITE PLAN DETAILS AND CONCRETE SPECIFICATIONS. MOW CURBS BETWEEN THE TWO SIZES OF COBBLE ROCK ARE NOT REQUIRED.
8. MAKE SURE ALL LANDSCAPE AREAS HAVE POSITIVE DRAINAGE OUT OF PLANTERS FOR OWING FINISH GRADING AS PER CIVIL GRADING AND DRAINAGE DRAWINGS.
9. SEE DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION. MAKE SURE THERE IS THE LATEST VERSION OF ALL THE DRAWINGS AND APPLICABLE SPECIFICATIONS AN SITE AT ALL TIMES FOR EMPLOYEE USE.

Landscape Objects Legend

M1	SOMA' Crushed Rock 1.5" Light Colored Utah Landscape / Nephi
M2	Crushed Cobble Rock 3-5" Dark Burgandy Gray Colored Stoker Parsons Beef Hollow Pit
LAWN SOD	KENTUCKY BLUEGRASS Bio Sod Bio-Blue Blend
18" 3' 2' 4'	BOULDERS Browns Canyon Brown Quartz
CONCRETE MOW CURB 6'x6" SEE CIVIL DRAWINGS	
CONTOUR LINES 12' INTERVAL	

Site Areas

	Square Feet	% of Site
Main building	23,925 sf	14.0%
Storage building	120 sf	0.1%
Asphalt Pavement	84,592 sf	49.6%
Concrete	19,092 sf	11.2%
Turfgrass	4,825 sf	2.8%
Other landscaping	37,834 sf	22.2%
Total site	170,388 sf	3.91 acres

Drawing Issue and Revision Schedule	Date	Description	Review Response
1	28 May 2024	Site Plan	Approved
2	28 May 2024	Asphalt	Approved
3	16 May 2024	Big Documents	

Landscape Plan

ADDENDUM #2 PLANT COUNT

TREE LEGEND

Symbol	Plant Type	Scientific Name / Common Name	Planting Size	Planting Size Height	Planting Size Width	Mature Size Height	Mature Size Width	Quantity Adendum 2	Additional Plants	Quantity This Adendum
	Deciduous	Quercus rubra 'Shumardii' Shumard Red Oak	25 Gal. Container	8'	3'	50'	40'	—		
	Deciduous	Celtis occidentalis Common Hackberry	25 Gal. Container	8'	3'	30'	30'	—		
	Deciduous	Prunus virginiana 'Canada Red' Canada Red Choke Cherry (3 Tr.)	25 Gal. Container Multi-Stem 3	7-8'	4'	25'	20'	—		
	Deciduous	Acer rubrum 'Armstrong' Armstrong Columnar Red Maple	25 Gal. Container	8'	3'	35'	18'	—		
	Deciduous Ornamental	Amelanchier x 'grandiflora' Autumn Brilliance Serviceberry	25 Gal. Clump Container	8'	4'	25'	15'	—		
	Evergreen	Pinus flexilis 'Vanderwalke' Vanderwalke Pine	B&B or Container	6'x8' See Plan	3'	25'	15'	22	+1	23

SHRUB LEGEND

Symbol	Type	Scientific Name / Common Name	Root Ball Size	Planting Size Height	Planting Size Width	Mature Size Height	Mature Size Width	Quantity Adendum 2	Quantity Change	Quantity This Adendum
	Evergreen	Pinus mugo Mughus - Pumilo Dwarf Mugo Pine	5 GAL. Container	12"	12"	3'	4'	43	+23	66
	Evergreen	Yucca filamentosa Yucca	5 GAL. Container	12"	12"	3'	4'	68		68
	Deciduous	Caryopteris clandonensis Blue Mist Spirea	5 GAL. Container	14"	12"	3'	4'	62	+5	67
	Deciduous	Euonymus alatus 'Compacta' Dwarf winged Euonymus	5 GAL. Container	18"	12"	4'	4'	13		13
	Deciduous	Berberis thunb. atrop. "Nano" Crimson Pigmy Barberry	5 GAL. Container	18"	12"	2'	3'	20		20
	Deciduous	Rosa 'Knockout' Knockout Rose	5 GAL. Container	24"	12"	2'	3'	24		24
	Deciduous	Potentilla fruticosa 'Gold Drop' Jackman Potentilla	5 GAL. Container	4"	18"	3'	3'	30	+12	42
	Deciduous	Cornus sericea 'Kelsey' Kelsey Dwarf Dogwood	5 GAL. Container	4"	18"	3'	3'	96		96
	Evergreen	Pinus mugo Mughus - Slowmound Dwarf Mugo Pine	5 GAL. Container	4"	18"	18"	3'	22	-22	0
	Evergreen	Cotoneaster dammeri 'Lowfast' Dwarf Bearberry	5 GAL. Container	6"	18"	12"	6'	34		34
	Evergreen	Juniperous C. "Procombens nana" Green Mound Juniper	5 GAL. Container	6"	18"	8-12"	6'	82	+27	109

GRASS & PERENNIAL LEGEND

Symbol	Type	Scientific Name / Common Name	Root Ball Size	Planting Size Height	Planting Size Width	Mature Size Height	Mature Size Width	Quantity Adendum 2	Additional Plants	Quantity This Adendum
	Perennial	Parovskia atriplicifolia "Filigran" Filigran Russian Sage	1 GAL. Container	6"	12"	3'	4'	42	0	42
	Grass	Calamagrostis s. ocutiflora 'Karl Foerster' Feather Grass	1 GAL. Container	18"	6"	4'	2'	41	0	41
	Grass	Pennisetum alopecuroides "Hamel" Hameln Fountain Grass	1 GAL. Container	12"	6"	30"	3'	31	0	31
	Perennial	Hemerocallis "Texas Sunlight" Daylily	1 GAL. Container	10"	6"	24"	2'	152	0	152
	Perennial	Nepeta fassenii Catmint Blue Wonder	1 GAL. Container	8"	6"	18"	2'	102	0	102
	Perennial	Shasta Daisy Leucanthemum x superbum	1 GAL. Container	10"	6"	24"	2'	108	0	108

LANDSCAPE DATA

Total Site Area	170,388 sq.ft.	% of Landscape	%/# Required by Local Jurisdiction
Total Landscape Area	42,622sq. ft.	25%	15% Minimum
Recreation Lawn	2,845 sq.ft. % of total landscape area	.07%	NA
Other Lawn	3,052 sq.ft Recreation lawn area not included.	.07%	NA
All Shrubs/Groundcover	36,725 sq.ft. % of total landscape area	.86%	NA
Trees on site	None existing		

PLANT COVERAGE

Coverage Area	Recommended mature shrub coverage	Actual	Recommended Tree Effect	Trees Provided / Trees required
Street Frontage	30% - 55%	26%	Frame Building	NA
Primary Entries	25% - 60%	50%	Frame Entry	NA
Building Perimeter	15% - 35%	27%	Accent Building	NA
Perimeter Sides	10% - 25%	18%		NA
Perimeter Rear	5% - 25%	17%		NA

IRRIGATION LEGEND - Heads

SYMBOL	DESCRIPTION	MANUF.	MODEL NO.	PSI	RADIUS	GPM	PREC. IN/HR
	PRS - SPRAY HEAD	RAINBIRD	1804- MPR-12F	30	12'	2.60	2.01
	PRS - SPRAY HEAD	RAINBIRD	1804- MPR-12H	30	12'	1.30	2.01
	PRS - SPRAY HEAD	RAINBIRD	1804 MPR-12Q	30	12'	.65	2.01
	PRS - SPRAY HEAD	RAINBIRD	1804 MPR-15Q	30	15'	.92	1.83
	PRS - SPRAY HEAD	RAINBIRD	1804- MPR-15H	30	15'	1.85	1.83
	PRS - SPRAY HEAD	RAINBIRD	1804-MPR-15F	30	15'	3.70	1.83
	FULL CIRCLE	RAINBIRD	5000 SERIES MPR - 30	55	25'	6.4	.68
	HALF CIRCLE	RAINBIRD	5000 SERIES MPR - 30	55	25'	3.3	.68
	QUARTER CIRCLE	RAINBIRD	5000 SERIES MPR - 30	55	25'	1.6	.68
	FULL CIRCLE	RAINBIRD	5000 SERIES MPR - 35	55	35'	8.4	.66
	HALF CIRCLE	RAINBIRD	5000 SERIES MPR - 35	55	35'	4.2	.66
	QUARTER CIRCLE	RAINBIRD	5000 SERIES MPR - 35	55	35'	2.1	.66
	SHRUB DRIP EMITTER	RAINBIRD	XERI-BUG XBT-20PC 1/2" FPT 2.0 GPH				
	SHRUB DRIP EMITTER	RAINBIRD	XERI-BUG XBT-20PC 1/2" FPT 1.0 GPH				
	TREE DRIP LINE	NETIFIM	DRIPLINE 0.9 GPH EMITTERS 12" O.C. *				

IRRIGATION LEGEND - Controller & Valves

SYMBOL	DESCRIPTION	MANUF.	MODEL NO. / COMMENTS
	DRIP VALVE ASSEMBLY	RAINBIRD	KCZ-100-PRB-COM
	ELECTRIC VALVE	RAINBIRD	PEB VALVES - 1"
	QUICK COUPLER VALVE	RAINBIRD	33DRC - (3/4")
	GATE VALVE	NIPCO T-113	NON-RISING STEM GATE VALVE - SIZE PER MAIN LIE
	CONTROLLER	WEATHER TRAK	WTPRO3-C-24-CWM 3
	HYDROMETER	NETIFIM	LHM 151G1-MEL
	RPA BACKFLOW	ZURN / WILKENS	THEFT PROTECTION 375B - 1.5"
	CULINARY WATER CONN.	MUELLER	ORISEAL 1.5" S&W VALVE. - Installed by Utility Contractor See installation Detail "K" Drawing L522
	MANUAL DRAIN	NIPCO	3/4" BRASS GLOBE VALVE

IRRIGATION LEGEND - Pipe

SYMBOL	DESCRIPTION
	SCH 40 PVC MAIN PRESSURE LINE & SUPPLY LINE - 1.5" Unless noted otherwise
	CLASS 200 PVC SLEEVE PIPE - Two sizes larger than pipe size. Use everywhere piping & wires go under concrete or asphalt
	SCH 40 PVC LATERAL LINE - 1" Unless Noted Otherwise

DESIGN CRITERIA

Eco-Region	10.1 - Northern Cold Desert
Climate zone	Zone 3
Zoning ordinance	Residential
Water availability	80 p.s.i. and 58 g.p.m.
Soil type	Existing Sandy Clay Loam
Slopes	Very Mild Slopes
Wind	From the North
Setbacks/easements	See site plan
Microclimates	Windy Site, Especially in winter
Soil ph	7.4
Lawn Area Percentage	??% - Park Strip not included. Recreational Lawn area not included.
Undeveloped property	0 sq. ft.
Irrigation system	Yes -automatic

Landscape Notes

- TOPSOIL: ALL LAWN AREAS TO RECEIVE FIVE (5) INCHES OF IMPORTED APPROVED TOPSOIL. ALL IMPORTED TOPSOIL MUST MEET THE CONTRACT DOCUMENTS SPECIFICATIONS. SUBMIT A RECENT, WITHIN 60 DAYS, TOPSOIL ANALYSIS ON PROPOSED IMPORTED TOPSOIL FOR REVIEW AND APPROVAL. M1 SHRUB AREAS TO RECEIVE 12", IF AVAILABLE, OF STOCKPILED TOPSOILS. M2 COBBLE ROCK AREAS DO NOT NEED TOPSOIL. DO NOT INSTALL ANY TOPSOIL UNTIL THE SUB-GRADE HAS BEEN CHECKED AND APPROVED FOR PROPER DEPTH BY THE LANDSCAPE ARCHITECT. SCREEN BERMS TO BE CONSTRUCTED FROM STOCKPILED OR IMPORTED TOPSOILS.
- ALL LANDSCAPE AREAS NOT LAWN TO BE COVERED WITH VARIOUS ROCK PRODUCTS MULCH. SEE KEY ON THIS DRAWING. ALL COBBLE ROCK TO BE INSTALLED THREE (3) INCHES DEEP MINIMUM OR DEEPER IF NECESSARY TO COMPLETELY COVER THE FABRIC. ALL COBBLE ROCK TO BE FINISH GRADED ONE (1) INCH BELOW ADJACENT CONCRETE EDGES. SUBMIT ROCK PRODUCT SAMPLES FOR APPROVAL BEFORE INSTALLATION. ALL COBBLE ROCK TO BE WASHED OR REMOVED OF DIRT BEFORE DELIVERY AND INSTALLATION.
- WEED BARRIER FABRIC TO BE PLACED UNDER ALL COBBLE AND CRUSHED ROCK MULCH. OVERLAP 6" AT JOINTS AND ADHERE TO GROUND USING 1" BY 6" STEEL WIRE STAKES PLACED 4' O.C. USE DEWITT PRO 5 OR APPROVED EQUAL.
- THE LAWN SHALL BE INSTALLED IN SOD FORM. INSTALL 'BIO BLUE' GRASS SOD FROM BIOGRASS SOD FARMS & BIOGRASS NURSERIES LOCATED IN WEST JORDAN, UTAH. THIS IS A MIX OF DROUGHT TOLERANT KENTUCKY BLUEGRASS VARIETIES. ORDER GRASS SOON AFTER BEING AWARDED THE CONTRACT TO ASSURE AVAILABILITY.
- INSTALL TOP OF DRAIN CATCH BASINS FLUSH WITH FINISH GRADE ELEVATIONS TO ALLOW WATER TO DRAIN IN. REMOVE THE WEED BARRIER FABRIC FROM COVERING THE GRATE OPENINGS. MAKE SURE LOCATIONS ARE NOTED ON RECORD DRAWINGS.
- FREE STANDING BOULDERS TO BE SIZES INDICATED ON THE DRAWINGS. BOULDERS TO BE OF A NATURAL APPEARANCE, QUARTZ OR OTHER HARD ROCK, OF A BROWN COLOR. SUBMIT A FULL SIZED SAMPLE FOR APPROVAL BEFORE USE. SEE LEGEND THIS SHEET. PARTIALLY BURY AND PLACE BOULDERS SO THEY HAVE A NATURAL LOOKING APPEARANCE. SEE DETAIL "K" ON DRAWING L501. BOULDERS SHALL BE THE SPECIFIED SIZE MINIMUM ON ALL THREE SIDES, NOT JUST ONE.
- CONCRETE MOW CURB INSTALLATION IS DESCRIBED ON THE SITE PLAN DETAILS AND CONCRETE SPECIFICATIONS. MOW CURBS BETWEEN THE TWO SIZES OF COBBLE ROCK ARE NOT REQUIRED.
- MAKE SURE ALL LANDSCAPE AREAS HAVE POSITIVE DRAINAGE OUT OF PLANTERS FOR FLOWING FINISH GRADING AS PER CIVIL GRADING AND DRAINAGE DRAWINGS.
- SEE DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION. MAKE SURE THERE IS THE LATEST VERSION OF ALL THE DRAWINGS AND APPLICABLE SPECIFICATIONS AN SITE AT ALL TIMES FOR EMPLOYEE USE.

Landscape Objects Legend

	M1	'SOMA' Crushed Rock 1.5" Light Colored Utah Landscape / Nephi
	M2	Crushed Cobble Rock 3-5" Dark Burgandy Gray Colored Stoker Parsons Beef Hollow Pit
	LAWN SOD	KENTUCKY BLUEGRASS Bio Sod Bio-Blue Blend
	18" 2' 3' 4'	BOULDERS Browns Canyon Brown Quartz
		CONCRETE MOW CURB 6'x6" SEE CIVIL DRAWINGS
		CONTOUR LINES 12' INTERVAL

#	Date	Description	Review Response
1	15 May 2024	Site Plan	
2	23 May 2024	Site Plan Addendum 2	
3	28 May 2024	Big Documents	
4	16 May 2024	Big Documents	

Legends

General Plan Future Land Use

LEGEND

Residential Categories:

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

Mixed Use/Commercial Categories:

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

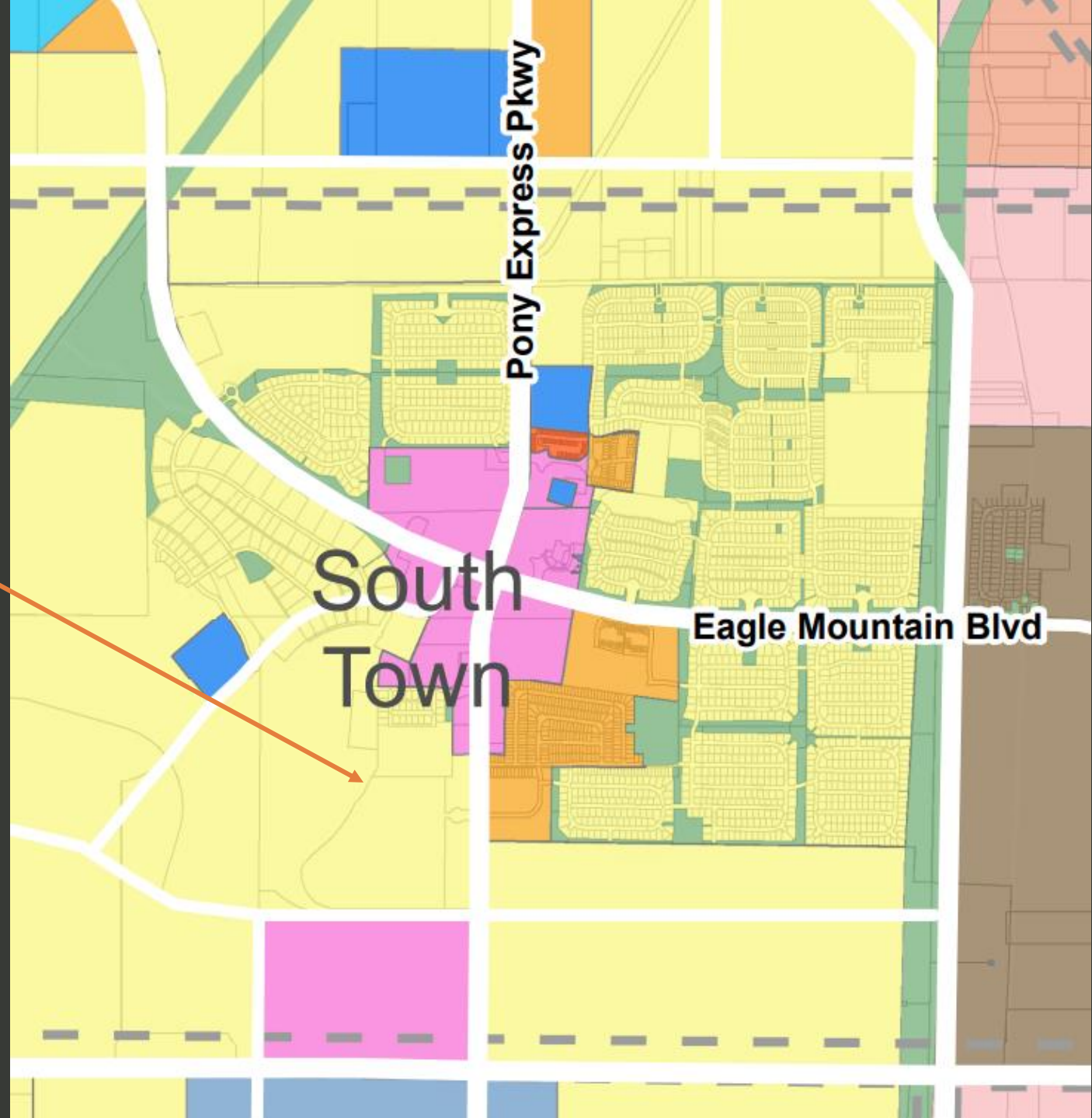
Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

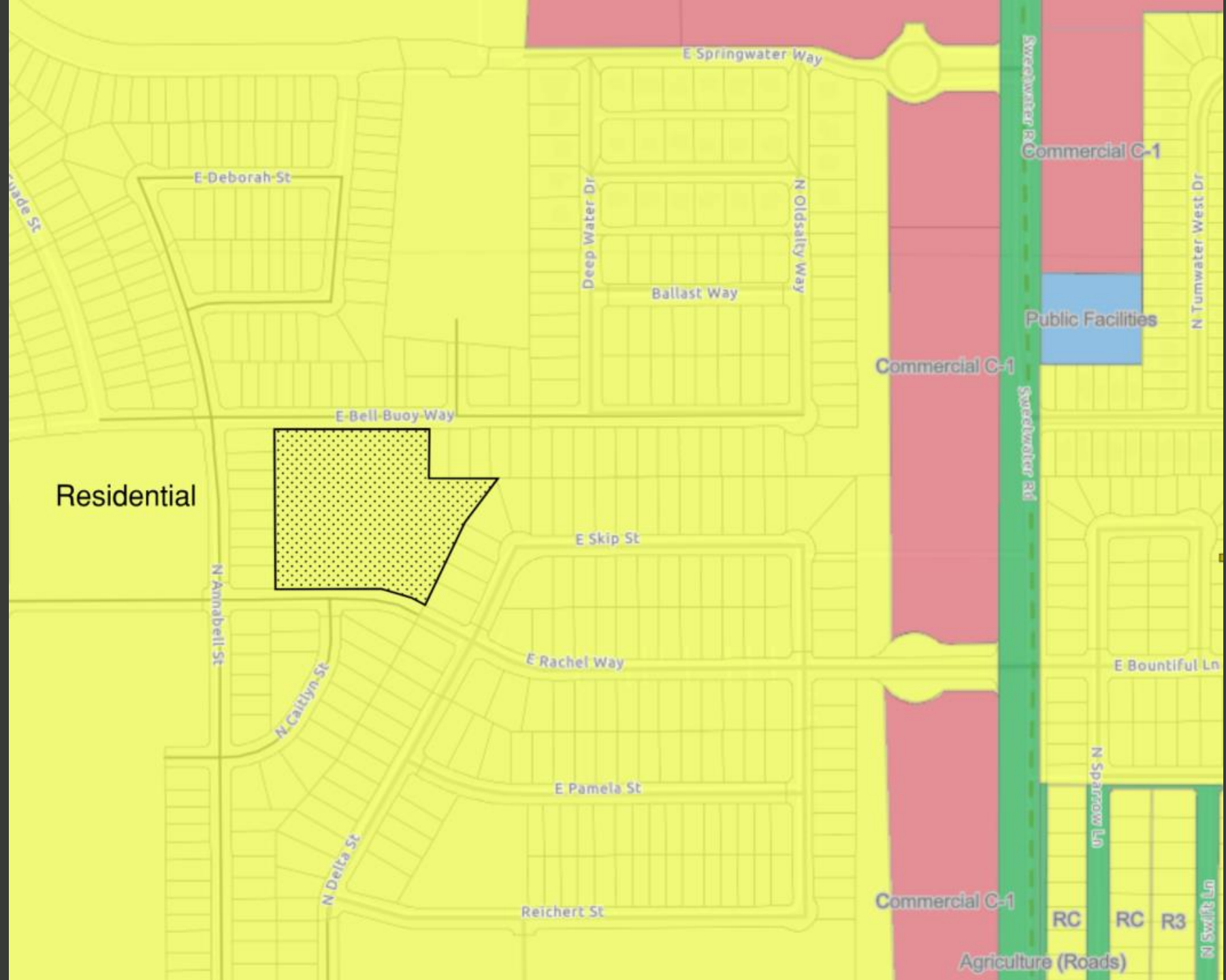
 NEIGHBORHOOD CHARACTER AREA

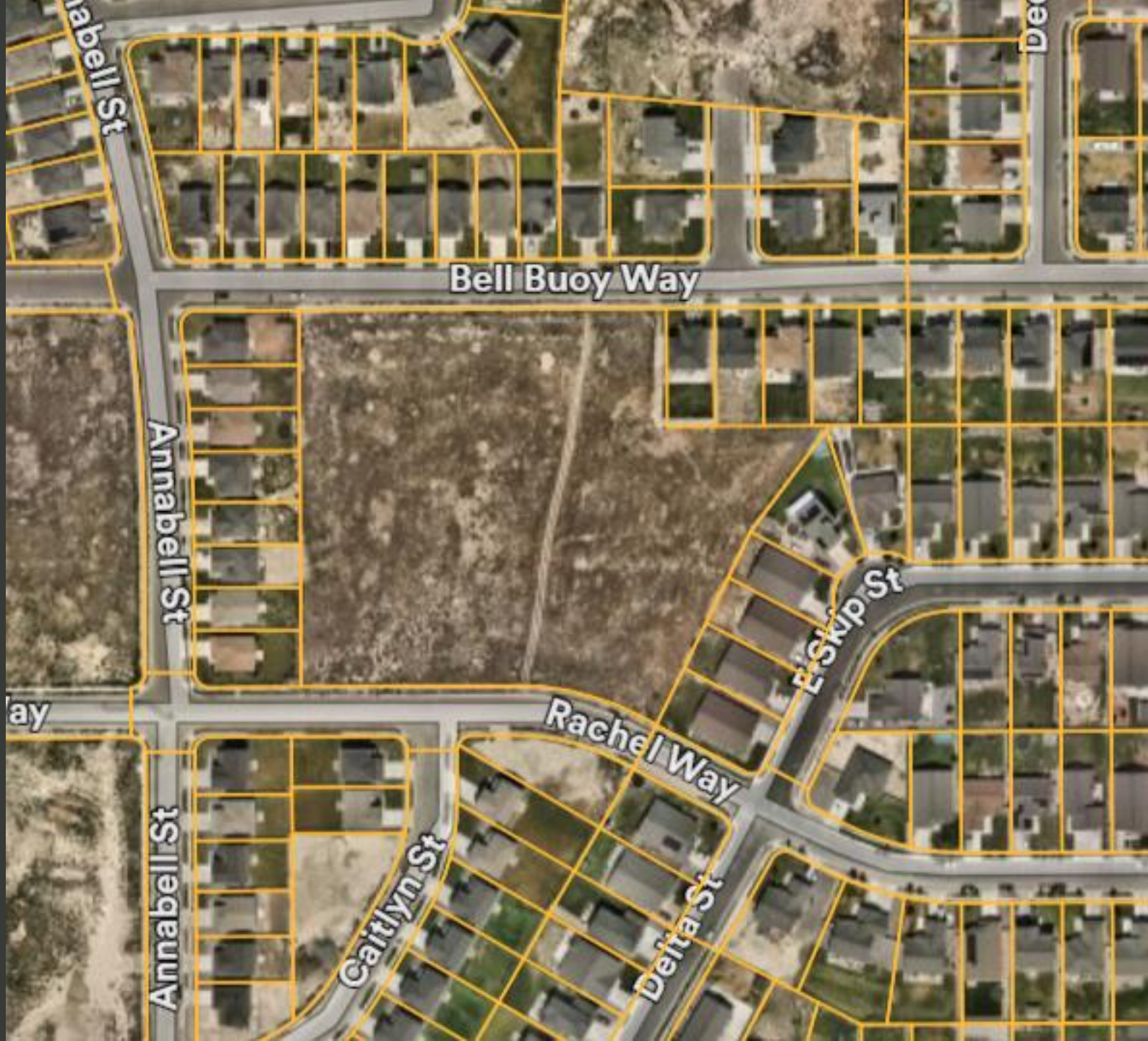
TRANSPORTATION

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



Zoning







**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	Eagle Square Commercial Preliminary Plat
ITEM TYPE:	Preliminary Plat
FISCAL IMPACT:	
APPLICANT:	Brett Simpson

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Commercial Community/Community Commercial	17.37

PUBLIC HEARING

No

PREPARED BY

David Stroud, Senior Planner

PRESENTED BY

David Stroud

RECOMMENDATION:

Staff recommends the City Council approve the Eagle Square Commercial preliminary plat.

BACKGROUND:

Preliminary plat approval of Eagle Square Commercial in the Porter's Crossing development. The plat contains 5 lots, and one parcel that will be further developed in the future. The Planning Commission reviewed this request at the June 25, 2024 meeting. Several residents contacted the City to voice concern of a potential hotel at this location. While a hotel is not part of this particular request, a hotel is a conditional use in the Porter's Crossing MDA. Comments are included as an exhibit to this report.

A preliminary plat was previously reviewed by the City Council on July 2, 2024, but was continued due to concerns about traffic and what measures need to be taken to minimize the impact. The applicant has proposed traffic measures as attached. The applicant desires feedback from the City Council regarding the proposed measures and, combined with the previous preliminary plat, approval of the plat while incorporating the traffic plan.

If approved, the applicant will combine the two documents and amend the previous preliminary plat with recommendations and changes proposed via the traffic plan.

ITEMS FOR CONSIDERATION:

The proposed preliminary plat complies with the standards of the Porter's Crossing MDA in regard to the subdivision of the property. There is not a minimum square footage requirement of commercial lots within Porter's Crossing. There will be a road dedication with recordation of the final plat, which is approved by staff. No users of the property have been identified at this time.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends the City Council approve the proposed preliminary plat.

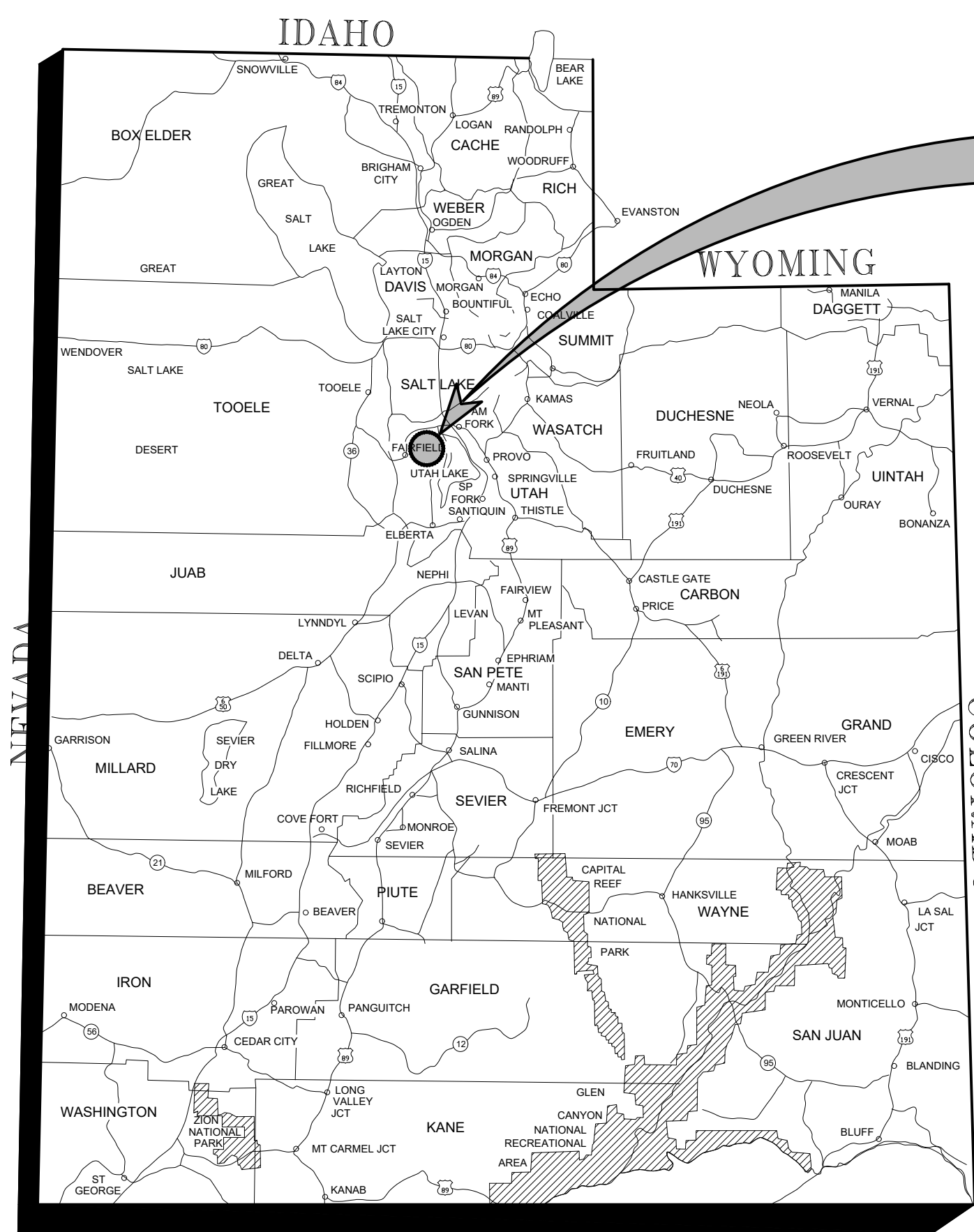
ATTACHMENTS:

1. Preliminary Plat
2. Traffic Plan
3. City Engineer Comments re: Traffic Impact Study
4. Neighborhood Comments

Eagle Square Commercial Subdivision Phase 1

4280 East Pony Express Parkway
Eagle Mountain, UT 84005

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



PROJECT
LOCATION

Sheet List Table	
Sheet Number	Sheet Title
CV-01	COVER SHEET
NT-01	GENERAL NOTES
NT-02	SYMBOLS & ABBRIVATIONS
-	ALTA
1 of 2	PRELIMINARY PLAT
PH-01	PHASING PLAN
EC-01	EROSION CONTROL PLAN
EC-02	EROSION CONTROL DETAILS
DM-01	DEMOLITION PLAN
SP-01	SITE PLAN
SP-02	TURNING TEMPLATE
TS-01	TYPICAL ROAD SECTIONS
UT-01	UTILITY PLAN
DP-01	DRAINAGE PLAN
DP-02	DRAINAGE CALCULATIONS
GP-01	GRADING PLAN
GP-02	OFFSITE GRADING
GP-03	OFFSITE GRADING
PP-01	PLAN & PROFILE
PP-02	PLAN & PROFILE
PP-03	PLAN & PROFILE
PP-04	PLAN & PROFILE
PP-05	PLAN & PROFILE
PP-06	PLAN & PROFILE
DT-01	SITE DETAILS
DT-02	WATER DETAILS
DT-03	SEWER DETAILS
DT-04	STORMWATER DETAILS
LANDSCAPE AND IRRIGATION PLANS & DETAILS	
LA-01	LANDSCAPE & IRRIGATION SPECS
LA-02	PLANTING PLAN
LA-03	PLANTING PLAN
IRR-01	IRRIGATION PLAN
IRR-02	IRRIGATION PLAN
IRR-03	DEEP ROOT IRRIGATION PLAN
IRR-04	DEEP ROOT IRRIGATION PLAN
DT-01	PLANTING AND IRRIGATION DETAILS
DT-02	IRRIGATION DETAILS

Preliminary Plans



N.T.S.
LOCATION MAP

OWNED/DEVELOPED BY:
DEVELOPER: Pony Express Land Development Inc.
NAME: Brett E. Simpson
ADDRESS: 630 East South Temple
Salt Lake City, UT 84102
PHONE: 801-321-7725

PLANS PREPARED BY:
WARD ENGINEERING GROUP
231 WEST 800 SOUTH SUITE A
SALT LAKE CITY, UTAH 84101
(801) 487-8040 PHONE
(801) 487-8668 FAX

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

COVER SHEET

231 West 800 South Salt Lake City, Utah 84101

Ward Engineering Group
Planning Engineering Surveying

PH: 801 . 487 . 8040

CLIENT: SK HART

DWG: _____

JOB No: _____

FOR NOT BEING THE DRAWING. DRAWING IS REDUCED IF LESS THAN 22x34 IN. DIMENSIONS AND NOTES TAKE PRECEDENCE.

DRAWN BY: AM

DESIGN BY: BHT

CHECKED BY: BHT

DATE: 06/19/2024

REVISIONS
CITY COMMENTS

1 DATE



SHEET

CV-01

FILENAME: O:\\$K Hart\Eagle Square Concept\engineering\Design\Cover Sheet.dwg
TAB: NT-01 GENERAL NOTES-PHASE 1
PLOT DATE AND TIME: 6/19/2024 11:12 AM

CONTRACTOR SHALL PERFORM ALL WORK TO THE STANDARD PLANS, SPECIFICATIONS, AND REQUIREMENTS OF:
WATER: EAGLE MOUNTAIN CITY
SEWER: EAGLE MOUNTAIN CITY
STORM WATER: EAGLE MOUNTAIN CITY
POWER: ROCKY MOUNTAIN POWER
GAS: DOMINION ENERGY
FIBER: FIRST DIGITAL
COUNTY: UTAH COUNTY

GENERAL NOTES

- ALL MATERIALS AND CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL AND CURRENT APPLICABLE LAWS, RULES, REGULATIONS, ORDINANCES, OSHA REQUIREMENTS, STANDARDS AND SPECIFICATIONS WHETHER OR NOT ANY SPECIFIC REFERENCE IS MADE TO SUCH IN THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE PROPERLY LICENSED IN THE STATE OF UTAH TO PERFORM ALL OF THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS, SUCH LICENSING SHALL REMAIN IN EFFECT CONTINUOUSLY THROUGHOUT THE ENTIRETY OF THIS PROJECT INCLUDING FROM TIME OF BID SUBMISSION THROUGH PROJECT COMPLETION AND WARRANTY PERIOD. THE CONTRACTOR SHALL CARRY APPROPRIATE INSURANCE, PERFORMANCE AND PAYMENT BONDS AS REQUIRED.
- ALL WORK SHALL CONFORM TO THESE PLANS AND TO THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS. IN THE EVENT THAT ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING, AND THE ENGINEER, AT HIS SOLE DISCRETION, SHALL DETERMINE WHICH REQUIREMENTS GOVERN. THE CONTRACTOR SHALL KEEP ONE RECORD COPY OF ALL SPECIFICATIONS, DRAWINGS, ADDENDI, MODIFICATIONS, AND SHOP DRAWINGS AT THE SITE IN GOOD ORDER AND ANNOTATED TO SHOW ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS. THESE SHALL BE AVAILABLE TO THE ENGINEER AND SHALL BE DELIVERED TO HIM FOR THE OWNER UPON COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH ALL ASPECTS OF THE PLANS AND DOCUMENTS, PERFORM A SITE VISIT TO SATISFY HIMSELF AS TO THE SITE CONDITIONS, ATTEND ALL PRECONSTRUCTION AND CONSTRUCTION MEETINGS, AND THOROUGHLY SATISFY HIMSELF AS TO THE TRUE MEANING AND INTENTION OF THIS CONTRACT. THE CONTRACTOR SHALL BE COMPETENT AND EXPERIENCED TO PERFORM ALL WORK REQUIRED. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
- THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE ENGINEER AND THEIR AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSES IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THERE FROM, AND IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. IN ANY AND ALL CLAIMS AGAINST THE OWNER OR THE ENGINEER OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, AND SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, SAID INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR UNDER WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.
- THE CONTRACTOR WARRANTS AND GUARANTEES TO THE OWNER AND ENGINEER THAT ALL MATERIAL AND EQUIPMENT USED IN THE PERFORMANCE OF THIS WORK SHALL BE NEW UNLESS OTHERWISE SPECIFIED AND THAT ALL WORK SHALL BE OF GOOD QUALITY AND FREE FROM FAULTS OR DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. IF REQUIRED BY THE ENGINEER, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF MATERIALS AND EQUIPMENT. ALL MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED AND CONDITIONED IN ACCORDANCE WITH THE INSTRUCTIONS OF THE APPLICABLE MANUFACTURER, FABRICATOR OR PROCESSOR, EXCEPT AS OTHERWISE PROVIDED IN THE PLANS AND DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS, LICENSES AND FEES REQUIRED FOR THE PERFORMANCE AND COMPLETION OF THE WORK AND SHALL ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF SAID PERMITS AND LICENSES. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SIGNAGE, BARRICADING AND TRAFFIC CONTROL IN CONFORMANCE TO THE MOST RECENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, LABOR, TRANSPORTATION, CONSTRUCTION EQUIPMENT AND MACHINERY, TOOLS, APPLIANCES, FUEL, POWER, LIGHT, HEAT, TELEPHONE, WATER, SANITARY FACILITIES, AND ALL OTHER FACILITIES AND INCIDENTALS NECESSARY FOR THE EXECUTION, TESTING, INITIAL OPERATION AND COMPLETION OF THE WORK.
- THE CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR PROVIDING DUST, MUD, AND EROSION CONTROL, AND PROPER DRAINAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROPERLY HANDLE AND DISPOSE OF ALL CONSTRUCTION WATER. THE CONTRACTOR SHALL LIMIT TRAVEL ON THE PROJECT SITE TO ROADWAYS ONLY, EXCEPT WHERE CONSTRUCTION SPECIFICALLY REQUIRES TRAVEL ELSEWHERE. ANY DAMAGE CAUSED BY SUCH UNAUTHORIZED TRAVEL SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER OF THE PROPERTY PARCEL. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATIONS OF WASTE MATERIAL, RUBBISH AND OTHER DEBRIS RESULTING FROM THE WORK. EQUIPMENT AND CONSTRUCTION MATERIALS, ETC., SHALL BE STORED ONSITE ONLY AT THE SATISFACTION OF THE OWNER OF THE PROPERTY PARCEL. WHEREON THEY ARE STORED, AT THE COMPLETION OF THE WORK, ALL WASTE MATERIALS, RUBBISH AND DEBRIS SHALL BE REMOVED FROM THE PREMISES AS WELL AS ALL TOOLS, CONSTRUCTION EQUIPMENT AND MACHINERY, AND SURPLUS MATERIALS. THE CONTRACTOR SHALL RESTORE TO THEIR ORIGINAL CONDITION THOSE PORTIONS OF THE SITE NOT DESIGNATED FOR ALTERATION BY THE PLANS AND DOCUMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING ALL REQUIRED TESTING AND INSPECTIONS A MINIMUM OF 48 HOURS IN ADVANCE. NEITHER OBSERVATIONS BY THE ENGINEER NOR INSPECTIONS, TESTS OR APPROVALS BY PERSONS OTHER THAN THE CONTRACTOR SHALL RELIEVE THE CONTRACTOR FROM HIS OBLIGATIONS TO PERFORM THE WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND DOCUMENTS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE CONDITIONS THROUGHOUT THE PROJECT, INCLUDING SUBSURFACE CONDITIONS AND UTILITY LOCATION. WARD ENGINEERING GROUP ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS. ANY EXISTING UTILITIES OR OTHER IMPROVEMENTS SHOWN ON THE PLANS HAVE BEEN DERIVED FROM FIELD INVESTIGATIONS AND/OR AVAILABLE RECORD INFORMATION. THE CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES PRIOR TO CONSTRUCTING ANY NEW UTILITY. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN IN THESE PLANS. ALL IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE EXPEDITIOUSLY REPAIRED OR RECONSTRUCTED TO THE ENGINEER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE WITHOUT ADDITIONAL COMPENSATION. NO EXCAVATION OF ANY NATURE SHALL BE PERFORMED WITHOUT FIRST CONTACTING "BLUE STAKES" AT LEAST 48 HOURS PRIOR TO SUCH EXCAVATION.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ASSURE SOUND EXCAVATION AND GRADING PRACTICES. FOR ALL EXCAVATIONS EXCEEDING A DEPTH OF 4 FEET, THE CONTRACTOR SHALL PROVIDE APPROPRIATE SHORING, BRACING, SLOPING OR OTHER APPROPRIATE PROVISIONS AS SPECIFIED BY OSHA THAT ARE NECESSARY TO PROTECT THE SAFETY OF THOSE AT THE SITE. ALL OPEN TRENCHES MUST BE PROPERLY COVERED AT THE END OF WORK EACH DAY. HARD HATS SHALL BE WORN BY ALL PERSONS AT THE SITE. ALL SPECIFICATIONS, DRAWINGS AND COPIES THEREOF FURNISHED BY THE ENGINEER SHALL REMAIN HIS PROPERTY. THEY SHALL NOT BE USED ON ANOTHER PROJECT AND, WITH EXCEPTION OF THOSE SETS WHICH HAVE BEEN SIGNED IN CONNECTION WITH THE EXECUTION OF THE AGREEMENT, SHALL BE RETURNED TO THE ENGINEER UPON REQUEST AT COMPLETION OF THE PROJECT.
- CONTRACTOR SHALL UTILIZE "BEST MANAGEMENT" PRACTICES FOR STORM WATER POLLUTION PREVENTION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND COMPLIANCE TO AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).

CIVIL PROJECT NOTES

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 BACKFILLING.
 - 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 TEE'S (FITTINGS). 2. VALVES 12" AND LARGER TO BE BUTTERFLY VALVES.
 - BEDDING: SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
 - DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION. MAX DEPTH 72" FROM FINISHED GRADE.
 - SERVICES & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS AND OTHER FITTINGS.
 - SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE AND BE DUAL CHECK MODEL, ALSO 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 APWA SPECIFICATION.
 - HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
 - LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, AND ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILLING. WATER LATERALS EXTEND 15' INTO PROPERTY AND BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES 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 BACKFILLING.
 - 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.

CONSTRUCTION NOTES

- GENERAL REQUIREMENTS
- CONTRACTOR SHALL STERILIZE THE SUBGRADE BENEATH PROPOSED NEW PAVING AND WALKWAYS. CONTRACTOR SHALL SUBMIT MEANS AND METHODS FOR APPROVAL PRIOR TO IMPLEMENTATION.
 - ALL UTILITY PIPING SHALL HAVE WARNING TAPE INSTALLED 12" MIN. ABOVE AND ALONG THE ENTIRE LENGTH, INCLUDING SERVICE LATERAL. TAPE SHALL BE LABELED ACCORDING TO UTILITY.
 - THE OPEN ENDS OF ALL PIPELINES UNDER CONSTRUCTION SHALL BE COVERED AND EFFECTIVELY SEALED AT THE END OF EACH DAY'S WORK.
 - THE LOCATION OF THE STUB ENDS OF ALL LATERALS SHALL BE MARKED IN THE FIELD USING A 2" X 4" POST EXTENDING FROM THE END OF THE LATERAL TO A MINIMUM OF THREE FEET ABOVE THE GROUND SURFACE. THE 2" X 4" POST SHALL BE PAINTED USING GREEN PAINT FOR SEWER, BLUE PAINT FOR WATER, RED FOR POWER, YELLOW FOR GAS, AND ORANGE FOR COMMUNICATIONS. RECORD DRAWINGS SHALL BE MAINTAINED AT THE PROJECT SITE SHOWING ACCURATE LOCATIONS OF ALL LATERAL CONNECTIONS MEASURED FROM THE NEAREST MANHOLE AND ALL LATERAL STUBS MEASURED FROM THE NEAREST PROPERTY LINE.
 - THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE DIAGRAMMATIC ONLY, AND ALL UTILITIES MAY NOT BE SHOWN. THE CONTRACTOR SHALL CONTACT THE PROPER LOCAL AUTHORITIES OR UTILITY COMPANY TO CONFIRM THE LOCATION OF ALL EXISTING UTILITIES BEFORE BEGINNING WORK. ANY DAMAGE DUE TO FAILURE OF THE CONTRACTOR TO CONTACT THE PROPER AUTHORITIES SHALL BE BORNE BY THE CONTRACTOR.
 - CAUTION & CARE SHOULD BE TAKEN DURING ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES.
 - EXCAVATION REQUIRED WITHIN CLOSE PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE ONLY BY HAND. CONTRACTOR SHALL REPAIR AND REPLACE ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO OWNER.

- CLEARING AND GRUBBING
- REMOVE AND DISPOSE OF TREES, STUMPS, LOGS, LIMBS, STICKS, VEGETATION, DEBRIS, AND OTHER MATERIAL ON THE NATURAL GROUND SURFACE.
 - DISPOSE OF ALL MATERIAL OFF THE PROPERTY TO A FACILITY LICENSED TO ACCEPT THE MATERIAL TYPE.
 - CONTRACTOR SHALL REMOVE ALL TOP SOIL WITHIN THE AREA OF CONSTRUCTION. STOCKPILE OR REMOVE FROM SITE PER OWNER INSTRUCTIONS.
 - CONFORM TO PROJECT GEOTECHNICAL REPORT.

WATER IMPROVEMENT REQUIREMENTS
SEE EAGLE MOUNTAIN CITY GENERAL NOTES

SEWER IMPROVEMENT REQUIREMENTS
SEE EAGLE MOUNTAIN CITY GENERAL NOTES

STORM DRAINAGE IMPROVEMENTS
SEE EAGLE MOUNTAIN CITY GENERAL NOTES

- GRADING NOTES
- THE CONTRACTOR SHALL BECOME FAMILIARIZED WITH THE RECOMMENDATIONS LISTED IN THE SOILS REPORT FOR THIS PROJECT. PREPARED BY WESTERN TECHNOLOGIES INC., SURFACE DRAINAGE TO BE ONE (1%) PERCENT MINIMUM TO APPROVED DRAINAGE FACILITIES, EXCEPT AS WAIVED BY THE BUILDING OFFICIAL, OR DIRECTED BY THE ENGINEER.
 - ALL FILL EXCEPT THAT UNDERNEATH PAVED SURFACES, WITHIN ROAD RIGHT OF WAY OR UNDERNEATH BUILDING SLABS, SIDEWALKS & FOOTINGS, SHALL BE COMPACTED TO A MINIMUM OF EIGHTY-FIVE (85%) PERCENT MAXIMUM DENSITY AND ± 2% OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D 1557 AND CERTIFIED BY TESTS AND REPORTS FROM SOILS ENGINEER.
 - ALL FILL UNDERNEATH PATHWAYS AND CONCRETE SHALL BE CLASSIFICATION A/1-A THROUGH A/4 AS DEFINED BY ASHTO M 145 AND COMPACTED TO A MINIMUM OF NINETY-FIVE (95%) PERCENT MAXIMUM DRY DENSITY AND ± 2% OPTIMUM MOISTURE CONTENT AS SPECIFIED BY ASTM D 1557. FOR ALL FILL UNDERNEATH BUILDING SLABS AND FOOTINGS, REFER TO STRUCTURAL PLANS AND GEOTECHNICAL REPORT.
 - FILL MATERIAL SHALL BE PLACED IN LAYERS NOT EXCEEDING SIX (6) INCHES IN COMPACTED THICKNESS AND COMPACTED AT OPTIMUM MOISTURE CONTENT TO THE REQUIRED MAXIMUM DRY DENSITY.
 - ALL FILL AREAS TO BE CLEARED OF ALL VEGETATION AND OTHER UNSUITABLE MATERIALS AND THE AREA SCARIFIED TO A DEPTH OF SIX (6) INCHES, OR TO A DEPTH TO REMOVE TOP SOIL, REFER TO GEOTECHNICAL REPORT.
 - CONTRACTOR SHALL REMOVE ALL TOPSOIL AND ORGANIC MATERIALS FROM STRUCTURALLY LOADED EMBANKMENTS AND BUILD FOOTPRINT LOCATION ACCORDING TO THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.

- CONCRETE NOTES
- ALL CONCRETE WORK SHALL BE NORMAL WEIGHT CONCRETE WITH A COMPRESSIVE STRENGTH EQUAL TO AT LEAST 4,000 PSI WITHIN 28 DAYS AFTER POURING. THE WATER CEMENT RATIO SHALL BE NO GREATER THAN 0.45 AND SLUMP SHALL BE 3.5" OR LESS. MINIMUM CEMENT CONTENT SHALL BE 6.5 SACKS PER CUBIC YARD. PROVIDE 5.5%-7.5% AIR ENTRAINMENT FOR CONCRETE OF THIS CLASS USED IN SLABS AND WALLS. PER REQUIREMENT LISTED IN THE LOCAL GOVERNMENT ENTITY STANDARDS AND SPECIFICATIONS.
 - UNLESS OTHERWISE NOTED, ALL CONSTRUCTION JOINTS SHALL BE KEVED WITH A KEY 1-1/2 IN. DEEP, A LENGTH 2 IN. LESS THAN THE MEMBER, AND A WIDTH 1/2 OF THE MEMBER. REINFORCING SHALL BE CONTINUOUS THROUGH THE JOINT.
 - ALL CONCRETE WORK SHALL BE PLACED, CURED, STRIPPED, AND PROTECTED AS DIRECTED BY THE PROJECT AND APWA SPECIFICATIONS (03 30 10)
 - BEFORE CONCRETE IS POURED CHECK WITH ALL TRADES TO INSURE PROPER PLACEMENT OF ALL OPENINGS, SLEEVES, CURBS, CONDUITS, BOLTS, INSERTS, ETC. RELATIVE TO WORK.
 - CONTRACTOR IS RESPONSIBLE FOR ALL SHORING AND FORMWORK.
 - REFER TO ARCHITECTURAL DRAWINGS FOR MOLDS, GROOVES, ORNAMENT, CLIPS AND GROUNDS REQUIRED TO BE ENCASED IN CONCRETE SLAB AND SLAB FINISHES, COLOR, PATTERNS, AND DEPRESSIONS
 - REFER TO SLAB JOINT LAYOUT PLAN FOR CONTROL AND CONSTRUCTION JOINT LOCATIONS.
 - CONCRETE TESTING SHALL BE PER PROJECT SPECIFICATIONS AND APWA 03 30 05. TESTING SHALL COMPRISE OF TEMPERATURE, AIR, SLUMP AND STRENGTH TESTING. THE FOLLOWING TABLE SUMMARIZES REQUIRED TESTING FREQUENCY:

- CONCRETE REINFORCEMENT NOTES
- ALL METAL REINFORCEMENT SHALL BE DEFORMED TYPE BARS (EXCEPT #2 BARS) AND SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS ASTM A615 GRADE 60.
 - ALL SPLICES IN CONTINUOUS CONCRETE REINFORCING BARS SHALL LAP 36 BAR DIAMETER OR PER THE LATEST EDITION OF ACI 318. ALL SUCH SPLICES SHALL BE MADE IN A REGION OF COMPRESSION UNLESS OTHERWISE SHOWN. ALL CONTINUOUS REINFORCEMENT SHALL TERMINATE WITH A 90° TURN OR A SEPARATE CORNER BAR.
 - ALL REINFORCEMENT BARS SHALL BE SECURELY ANCHORED AND HELD IN PLACE AND SHALL BE SPACED FROM ADJACENT SURFACES (UNLESS SHOWN OTHERWISE) AS FOLLOWS:
 - FORMED SURFACES IN CONTACT WITH THE GROUND OR EXPOSED TO WEATHER, AND SLABS ON GRADE - 2 IN.
 - UNFORMED SURFACES CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH (BOTTOM AND SIDES OF FOOTINGS) -3 IN.
 - WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 AND SHALL HAVE A MINIMUM SIDE LAP OF 8 IN.
 - ALL REINFORCEMENT SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH THE LATEST EDITION OF ACI DETAILING MANUAL 315-77 AND ACI STANDARD 318.

- ASPHALT NOTES
- ALL ASPHALT SHALL BE PLACED AS DIRECTED BY THE LOCAL GOVERNMENT ENTITY STANDARDS AND SPECIFICATION.
 - BASE COURSE SHALL BE COMPACTED TO NOTHING LESS THAN 95% MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180.
 - SURFACES SHALL BE TRUE TO THE ESTABLISHED GRADE WITH A THICKNESS BEING NO LESS THAN ONE-FOURTH INCH FROM THE REQUIRED LAYER THICKNESS AND WITH THE SURFACE ELEVATION VARYING NO MORE THAN THREE-EIGHTHS INCH IN TEN FEET FROM THE TRUE PROFILE AND CROSS-SECTION.
 - THE SURFACE COURSE SHALL CONSIST OF A MINERAL AGGREGATE AND BINDER AS DIRECTED BY THE LOCAL GOVERNMENT ENTITY STANDARDS AND SPECIFICATIONS.
 - THE CONTRACTOR SHALL ESTABLISH A MIX GRADATION AND THE AMOUNT OF BITUMINOUS MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND SHALL MEET THE REQUIREMENTS OF THE GRADATION SELECTED.
 - THE BITUMINOUS MATERIAL FOR THE SURFACE COURSE REFER TO LOCAL GOVERNMENT ENTITY CONFORMING TO THE REQUIREMENTS OF AASHTO M-226.
 - REGARDLESS OF BITUMINOUS CONTENT AND THERE SHALL NOT BE MORE THAN THREE PERCENT VOIDS IN THE AGGREGATE.
 - THE CONTRACTOR SHALL NOT INSTALL BITUMINOUS SEAL COAT UNLESS THE AIR TEMPERATURE IS 70 DEGREES FAHRENHEIT OR HIGHER. SEAL COAT IS NOT TO BE PLACED WITHIN TEN CALENDAR DAYS OF THE PLACEMENT OF NEW SURFACE COURSE. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LOCAL GOVERNMENT ENTITY STANDARD SPECIFICATIONS.
 - THE CONTRACTOR SHALL ENSURE THAT ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LOCAL GOVERNMENT ENTITY STANDARD SPECIFICATIONS.
 - NO BITUMINOUS SURFACE COURSE SHALL BE PLACED WHEN THE TEMPERATURE OF THE AIR OR ROAD BED IS 50 DEGREES FAHRENHEIT OR BELOW, DURING RAINY WEATHER, WHEN THE BASE IS WET OR DURING OTHER UNFAVORABLE WEATHER CONDITIONS AS APPROVED BY THE CITY ENGINEER. AIR TEMPERATURE IS TO BE MEASURED IN THE SHADE.
 - SEAL COATS SHALL BE APPLIED ONLY BETWEEN JUNE 01 AND SEPTEMBER 15.

APPLICABLE CODES AS ADOPTED BY THE LOCAL GOVERNMENT ENTITY

IBC (INTERNATIONAL BUILDING CODE)
IRC (INTERNATIONAL RESIDENTIAL CODE)
IWUIC (INTERNATIONAL WILDLAND-URBAN INTERFACE CODE)
NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
AWWA (AMERICAN WATER WORKS ASSOCIATION)
ANSI (AMERICAN NATIONAL STANDARDS INTITUTE)
MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES)
APWA (AMERICAN PUBLIC WORKS ASSOCIATION)
ADA STANDARDS FOR ACCESSIBLE DESIGN
ADAAG (A GUIDE TO THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES)

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

GENERAL NOTES

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801 . 487 . 8040

CLIENT: SK HART
DWG:
JOB NO:
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DATE: 06/19/2024

REVISIONS	CITY COMMENTS
1	DATE



SHEET

NT-01



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1000 N. 1000 E.
SALT LAKE CITY, UT 84103

CIVIL PROJECT NOTES

LINE TYPES

	BOUNDARY LINE
	PROPERTY LINE
	SECTION LINE
	RIGHT OF WAY
	CENTER LINE
	PROPOSED WATER MAIN (SIZED AS INDICATED)
	PROPOSED STORM DRAIN (SIZED AS INDICATED)
	PROPOSED SANITARY SEWER (SIZED AS INDICATED)
	PROPOSED IRRIGATION (SIZED AS INDICATED)
	PROPOSED COMMUNICATION/TELEPHONE LINE
	PROPOSED GAS LINE
	PROPOSED BURIED ELECTRICAL
	PROPOSED WIRE/BARBED FENCE
	EASEMENT
	OVERHEAD POWER LINE
	OPEN DITCH, CANAL FLOW LINE
	PROPERTY SET BACKS
	EXISTING RAILROAD TRACKS
	EXISTING EDGE OF PAVEMENT
	EXISTING WATER MAIN (SIZED AS INDICATED)
	EXISTING STORM DRAIN (SIZED AS INDICATED)
	EXISTING SANITARY SEWER (SIZED AS INDICATED)
	EXISTING IRRIGATION (SIZED AS INDICATED)
	EXISTING FENCE CHAIN LINK

NOTE: ALL SYMBOLS, LINETYPES AND/OR ABBREVIATIONS MAY NOT BE SHOWN.

EXISTING SYMBOLS

	SECTION MONUMENT NOT FOUND
	EXISTING TREE/VEGATION
	EXISTING MONUMENT FOUND - NOTED
	EXISTING TRAFFIC SIGNAL BOX
	EXISTING MONUMENT FOUND - NOTED
	EXISTING BOLLARD
	EXISTING POWER POLE
	EXISTING GAS METER
	EXISTING SIGN
	EXISTING TELE J-BOX
	EXISTING STREET LIGHT
	EXISTING ELECTRIC TRANSFORMER
	EXISTING FIRE HYDRANT ASSEMBLY
	EXISTING WATER VALVE
	EXISTING WATER METER
	EXISTING WATER VALVE - BUTTERFLY
	EXISTING MANHOLES BY TYPE
	EXISTING CATCH BASIN
	EXISTING COMBINATION BOX

PROPOSED SYMBOLS

	SECTION MONUMENT FOUND
	SEWER FLOW ARROW
	MONUMENT - NOTED
	SEWER MANHOLE NUMBER
	PROPERTY CORNERS
	SEWER SERVICE LATERAL
	UTILITY POLE
	CATCH BASIN
	SIGN
	COMBINATION BOX
	STREET LIGHT
	STORM DRAIN MANHOLE NUMBER
	FIRE HYDRANT ASSEMBLY
	ROAD DRAINAGE ARROW
	WATER VALVE
	WATER METER
	IRRIGATION SERVICE LATERAL
	WATER VALVE BUTTERFLY
	AIR VAC
	WATER SERVICE LATERAL
	PROPOSED MANHOLE

ABBREVIATIONS

ABUT.	= ABUTMENT	MH	= MANHOLE
AGG.	= AGGREGATE	MIN.	= MINIMUM
APPROX.	= APPROXIMATE	N/NO.	= NORTH
A.S.	= AS SHOWN	NO./#	= NUMBER
AUX.	= AUXILIARY	N.T.S.	= NOT TO SCALE
AVG.	= AVERAGE	O.C.	= ON CENTER
BCR	= BEGIN OF CURB RETURN	O.D.	= OUTER DIAMETER
BOW	= BACK OF WALK	OHP	= OVER HEAD POWER
BRG.	= BEARING	PC	= POINT OF CURVATURE
@/C.L.	= CONTROL LINE/CENTER LINE	PED	= PEDESTRIAN
CATV	= CABLE TELEVISION	P/I.P.I.	= POINT OF INTERSECTION
CI	= CAST IRON	PIP	= PLASTIC IRRIGATION PIPE
CLR.	= CLEAR/CLEARANCE	PL	= PROPERTY LINE
CMP	= CORRUGATED METAL PIPE	POC	= POINT ON CURVE
COL	= COLUMN	PP	= POWER POLE
CONC.	= CONCRETE	PT	= POINT
CONN	= CONNECTION	PT	= POINT OF TANGENCY
CONST.	= CONSTRUCTION	PVC	= POLYVINYL CHLORIDE PLASTIC
CONT.	= CONTINUOUS	PVC	= POINT OF VERTICAL CURVATURE
COR.	= CORNER	PVT	= POINT OF VERTICAL TANGENCY
CP	= CONTROL POINT	PVI	= POINT OF VERTICAL INTERSECTION
C.F.	= CUBIC FEET	PVMNT	= PAVEMENT
DI	= DUCTILE IRON	PVRC	= POINT OF VERTICAL REVERSE CURVE
DIA./Ø	= DIAMETER	R/RAD.	= RADIUS
DIP	= DUCTILE IRON PIPE	R/C	= REBAR AND CAP
DIM.	= DIMENSION	Rd.	= ROAD
DR	= DIMENSION RATIO	RCP	= REINFORCED CONCRETE PIPE
DWG.	= DRAWING	R/W	= RIGHT OF WAY
E	= EAST	REINF.	= REINFORCING
EA	= EACH	REQ'D	= REQUIRED
ECR	= END OF CURB RETURN	RET.	= RETAINING
EG	= EXISTING GRADE	R.P.	= REFERENCE POST
EL./ELEV.	= ELEVATION	RT	= RIGHT
ELEC	= ELECTRIC	S	= SLOPE
EO	= EDGE OF OIL	S/SO.	= SOUTH
EST.	= ESTIMATED	SCH	= SCHEDULE
EXIST	= EXISTING	SD	= STORM DRAIN
F.F.	= FINISHED FLOOR	SDMH	= STORM DRAIN MANHOLE
F.G.	= FINISHED GRADE	SDR	= STANDARD DIMENSION RATIO
FL/FL	= FLOW LINE	SDWLK	= SIDEWALK
FT.	= FEET	SECT./SEC	= SECTION
FLG.	= FLANGE	SHLD	= SHOULDER
GA.	= GAUGE	SHT	= SHEET
G	= GALLON	SPA.	= SPACING/SPACES
GALV.	= GALVANIZED	SQ.	= SQUARE
GMH	= GAS MANHOLE	STA.	= STATION
GV	= GAS VALVE	STD.	= STANDARD
HA	= HECTARE	STD.	= STANDARD DRAWING
HDPE	= HIGH DENSITY POLYETHYLENE	STR.	= STRUCTURE
HGL	= HYDRAULIC GRADE LINE	SS	= SANITARY SEWER
HMA	= HOT MIX ASPHALT	SSMH	= SANITARY SEWER MANHOLE
HORIZ.	= HORIZONTAL	T	= TANGENT DISTANCE
HP	= HIGH PRESSURE/HIGH POINT	T.B.	= THRUST BLOCK
HWY	= HIGHWAY	TBC	= TOP BACK OF CURB
I.D.	= INSIDE DIAMETER	TBW	= TOP BACK OF WALK
INCL.	= INCLUDES	TEL	= TELEPHONE
INT	= INTERSECTION	TEMP	= TEMPORARY
INV	= INVERT	TMH	= TELEPHONE MANHOLE
IRRIG	= IRRIGATION	TOW	= TOP OF WALL
L	= LENGTH	TYP.	= TYPICAL
LIN. FT.	= LINEAR FEET	UG	= UNDERGROUND
LOC	= LIP OF CURB	UTIL.	= UTILITY
LOC.	= LOCATION	VC	= VERTICAL CURVE
LP	= LIGHT POLE/LOW POINT	VERT.	= VERTICAL
LT	= LEFT	W	= WEST
M.J.	= MECHANICAL JOINT FITTING	W/	= WITH
MISC.	= MISCELLANEOUS	WC	= WITNESS CORNER
MPa	= MEGAPASCAL	WMH	= WATER MANHOLE
MAX.	= MAXIMUM	WV	= WATER VALVE
MG	= MEGAGRAM	YD ² /YD2	= SQUARE YARD
		YD ³ /YD3	= CUBIC YARD
		YD.	= YARD
		YR	= YEAR

NOTE: ALL SYMBOLS, LINETYPES AND/OR ABBREVIATIONS MAY NOT BE SHOWN.

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS
SYMBOLS & ABBRIVATIONS

231 West 800 South Salt Lake City, Utah 84101
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DATE: 06/19/2024

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1	DATE

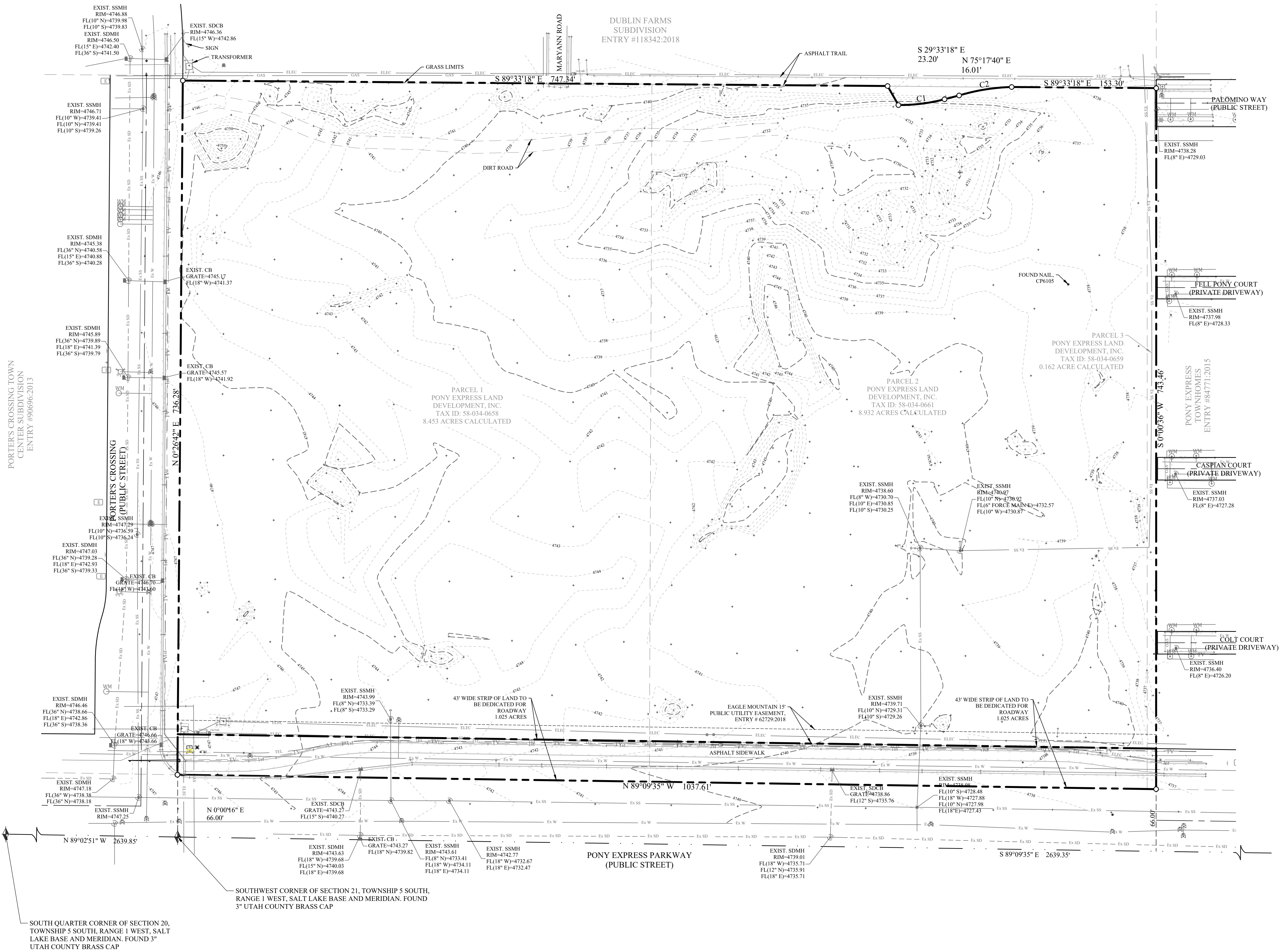


SK HART - EAGLE MOUNTAIN COMMERCIAL SITE

ALTA/NSPS LAND TITLE SURVEY

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

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	49.45	187.00	15°09'04"	N82°52'12"E	49.31
C2	56.62	213.87	15°10'07"	S80°51'28"W	56.45



DRAWN BY: FWH
FIELD CREW: FWH
CHECKED BY: SNT
DATE: 10/28/22

CLIENT: SK HART
DWG: SURVEY BASE.DWG
JOB NO: 0814-SKIM21-22
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DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE.

SK HART EAGLE MOUNTAIN COMMERCIAL SITE
ALTA/NSPS LAND TITLE SURVEY
PONY EXPRESS PARKWAY, EAGLE MOUNTAIN, UTAH COUNTY, UTAH
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

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EAGLE SQUARE COMMERCIAL SUBDIVISION PLAT

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

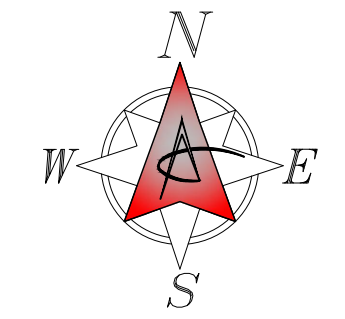
PLAT CALCULATIONS

TOTAL ACREAGE: 17.548 ACRES
BUILDABLE ACREAGE: N/A
TOTAL ACREAGE IN LOTS: 5.387 ACRES
TOTAL ACREAGE IN ACCESS EASEMENT: 1.464 ACRES
TOTAL ACREAGE IN LOTS LESS INGRESS/EGRESS EASEMENT: 3.923 ACRES
TOTAL OPEN SPACE: N/A
TOTAL IMPROVED OPEN SPACE: N/A
AVERAGE LOT SIZE: 1.077 ACRES
LARGEST LOT SIZE: 1.356 ACRES
SMALLEST LOT SIZE: 0.927 ACRES
OVERALL DENSITY: N/A
TOTAL # OF LOTS: 5 LOTS, 1 PARCEL

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	49.45	187.00	15.1512	N82° 52' 12"E	49.31
C2	56.62	213.87	15.1685	N80° 51' 26"E	56.45
C3	13.55	25.00	31.0524	S54° 54' 15"E	13.38

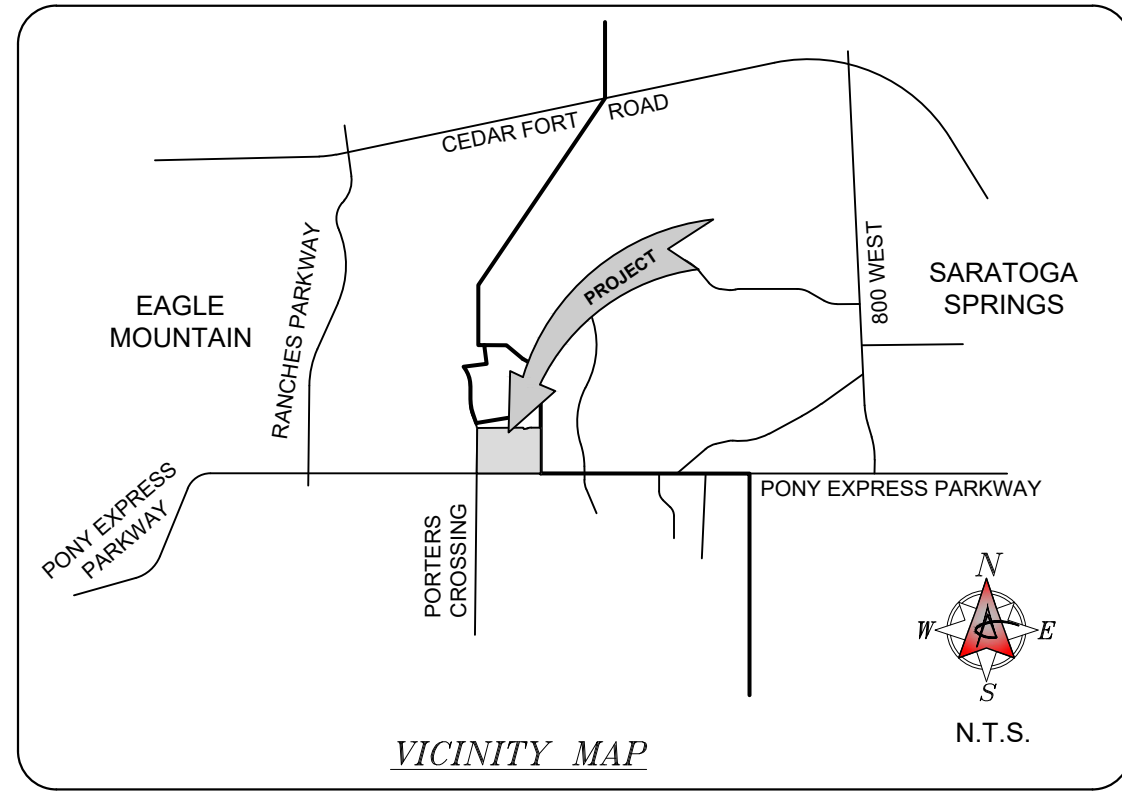
MAP LEGEND

BOUNDARY LINE
SECTION LINE
QUARTER SECTION LINE
CENTERLINE
RIGHT OF WAY
LOT LINE
DEED LINE
EASEMENT LINE
RADIAL LINE



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



VICINITY MAP



N.T.S.

FOR REVIEW



SATTAR N. TABRIZ
LICENSE NO. 155100

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, UTAH COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL; SAID POINT OF BEGINNING BEING NORTH 00°00'16" EAST 66.00 FEET, AND SOUTH 89°01'36" EAST 0.30 FEET FROM THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°26'42" EAST 736.28 FEET ALONG THE EAST RIGHT OF WAY LINE OF PORTER'S CROSSING, PER THE PORTER'S CROSSING TOWN CENTER SUBDIVISION PLAT, RECORDED AND ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE AS ENTRY 90696:2013 TO A POINT ON THE SOUTH LINE OF THE DUBLIN FARMS SUBDIVISION, RECORDED AS ENTRY 118342:2018; THENCE EASTERLY ALONG SAID SOUTH LINE THE FOLLOWING SIX (6) COURSES & DISTANCES:

(1) SOUTH 89°33'18" EAST 747.34 FEET; (2) SOUTH 29°33'18" EAST 23.20 FEET TO A POINT ON A 187.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF SAID CURVE BEARS NORTH 00°26'44" EAST; (3) THENCE EASTERLY 49.45 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS NORTH 82°52'12" EAST 49.31 FEET; (4) NORTH 75°17'40" EAST 16.01 FEET TO A POINT ON A 213.87 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (5) THENCE EASTERLY 56.62 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS NORTH 80°51'26" EAST 56.45 FEET; (6) SOUTH 89°33'18" EAST 153.30 FEET TO A POINT ON THE WEST LINE OF THE PONY EXPRESS TOWNHOMES SUBDIVISION, RECORDED AS ENTRY 84771:2015;

THENCE SOUTH 00°00'36" WEST 743.46 FEET ALONG THE WEST LINE OF SAID PONY EXPRESS TOWNHOMES TO A POINT ON THE NORTH LINE OF THE EAGLE MOUNTAIN CITY PARCEL RECORDED AS ENTRY 45356:2004; THENCE NORTH 89°09'35" WEST 1037.61 FEET ALONG THE NORTH LINE OF SAID PARCEL; THENCE NORTH 89°01'36" WEST 0.30 FEET TO THE POINT OF BEGINNING.

CONTAINS 764,432 SQ.FT. OR 17.548 ACRES.

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE DESCRIBED TRACT OF LAND ABOVE, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, TO BE HEREAFTER BE KNOWN AS:

EAGLE SQUARE COMMERCIAL SUBDIVISION PLAT

DOES HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR

HANDS THIS ____ DAY OF _____, 20____ A.D.

OWNER'S NAME: PONY EXPRESS LAND DEVELOPMENT INC.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

ON THIS ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME

_____, WHO BEING BY ME DULY SWORN DID SAY THAT

HE/SHE IS THE _____ OF PONY EXPRESS LAND DEVELOPMENT INC. AND THAT THE FORGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID COMPANY BY THE AUTHORITY OF ITS BOARD OF DIRECTORS, AND HE/SHE ACKNOWLEDGED TO THAT SAID COMPANY EXECUTED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND, INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC

THIS ____ DAY OF _____, 20____.

APPROVED BY MAYOR: _____

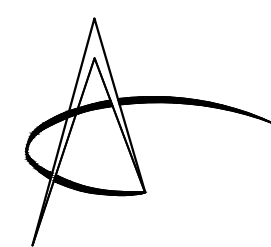
APPROVED BY CITY ATTORNEY: _____

APPROVED BY CITY ENGINEER:
(SEE SEAL BELOW)

ATTEST BY CITY RECORDER:
(SEE SEAL BELOW)

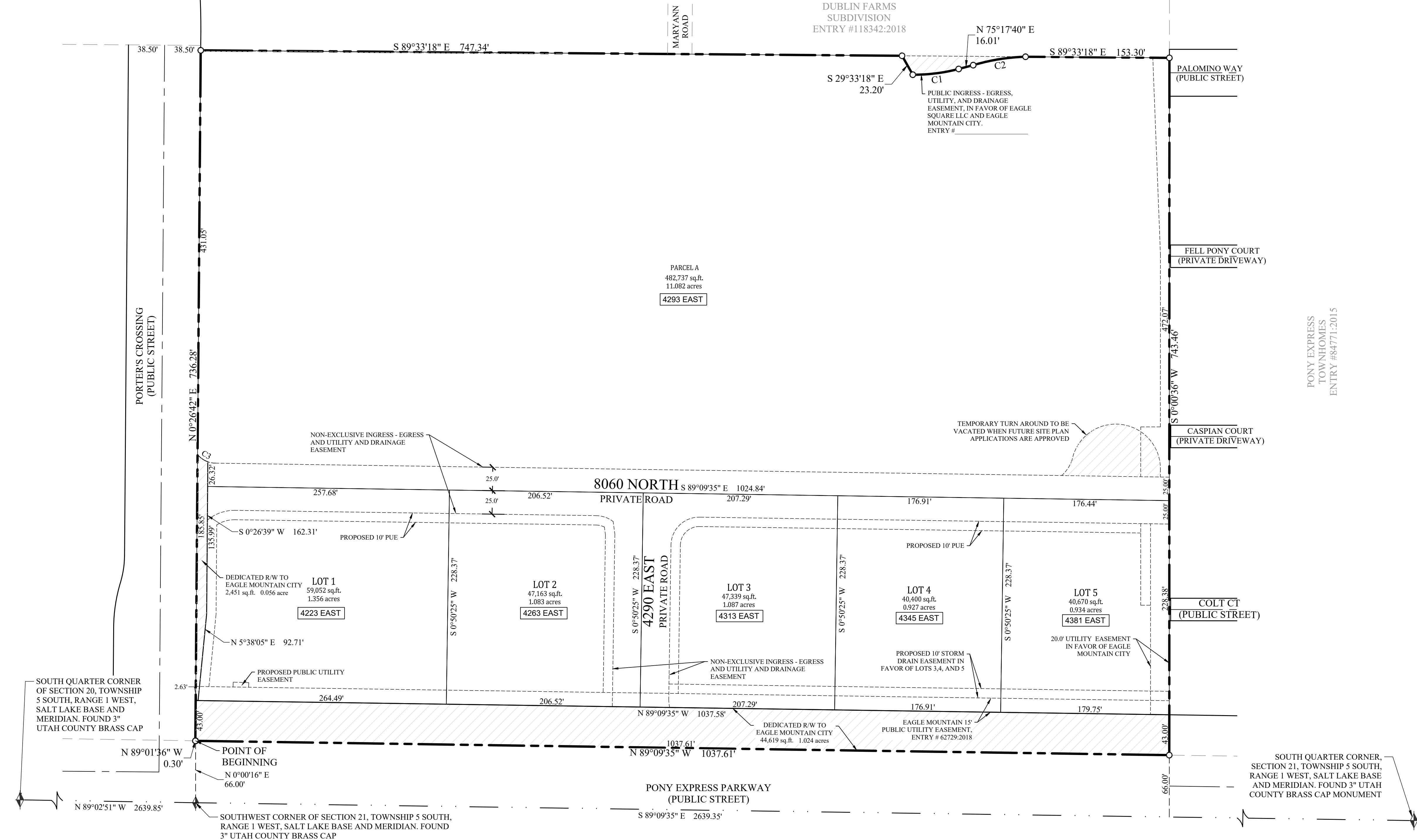
EAGLE SQUARE COMMERCIAL SUBDIVISION PLAT

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



tel (801) 487-8040 231 West 800 South
fax (801) 487-8668 Salt Lake City, Utah 84101
www.wardeg.com

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Planning • Engineering • Surveying
Since 1981



COMCAST:
[COMCAST ENTITY] APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT MODIFY, AFFECT, OR WAIVE ANY RIGHTS, OBLIGATIONS, OF LIABILITIES PROVIDED BY LAW OR EQUITY OR UNDER ANY EASEMENTS, RIGHT-OF-WAY, AGREEMENTS, OR LAWS, INCLUDING, WITHOUT LIMITATIONS, ANY LAWS APPLICABLE TO PRESCRIPTIVE RIGHTS. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OR PROVISION OF TELECOMMUNICATIONS SERVICES OF THE TERMS OF SUCH SERVICES

APPROVED THIS ____ DAY OF _____, 20____.
COMCAST:

BY: _____ TITLE: _____ DATE: _____

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 COMMUNICATION CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

DIRECT COMMUNICATIONS:

DATE: _____

DOMINION ENERGY NOTE:
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABRIGATION 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 RIGHT OF WAY DEPARTMENT AT 1-801-366-8532.

APPROVED THIS ____ DAY OF _____, 20____.

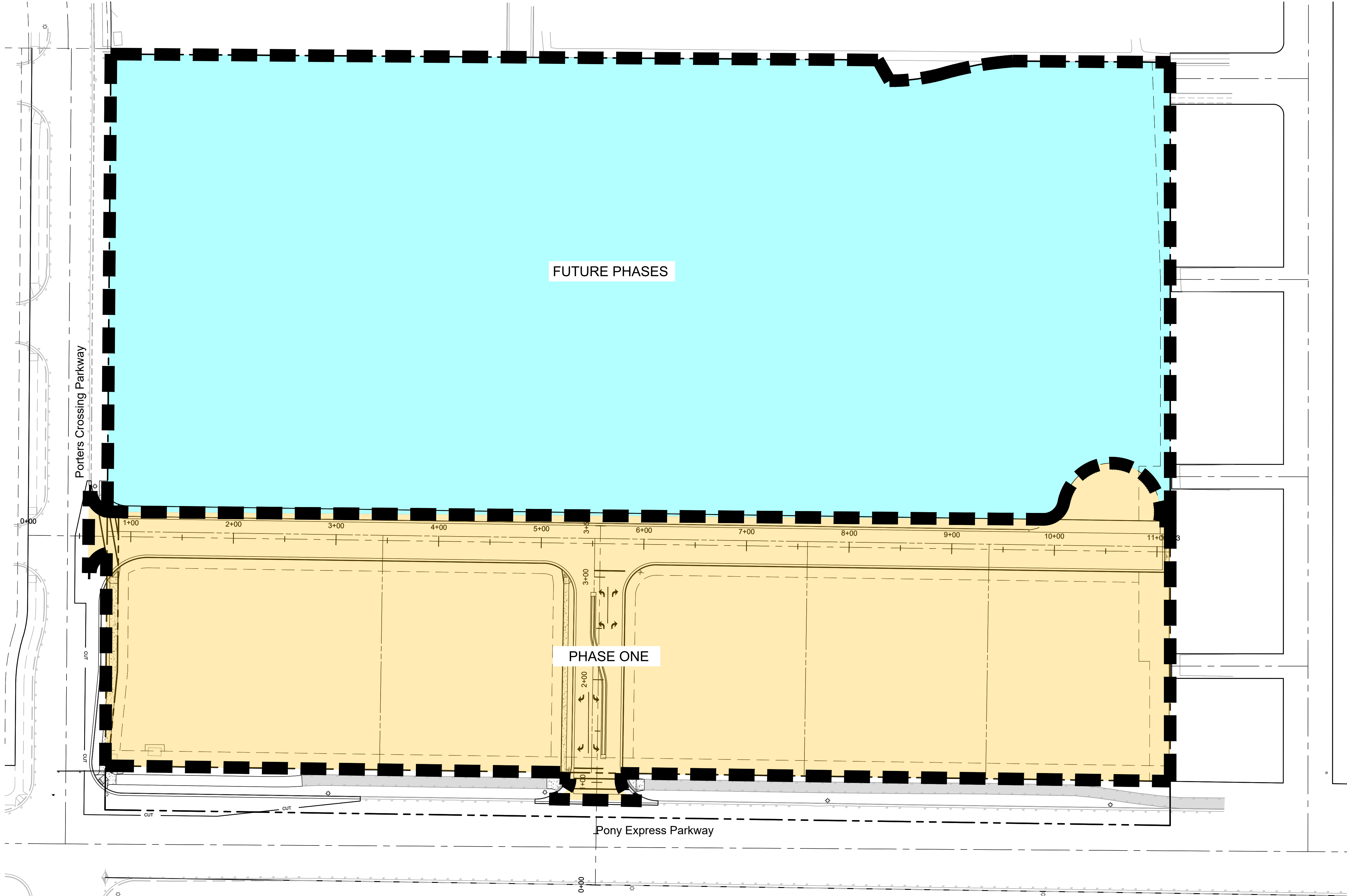
DOMINION ENERGY:

BY: _____ TITLE: _____ DATE: _____

ROCKY MOUNTAIN POWER NOTES:
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. § 10-9A-603 ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER.
2.1 A RECORDED EASMENT OR RIGHT OF WAY
2.2 THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
2.3 TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
2.4 ANY OTHER PROVISION OF LAW.

ROCKY MOUNTAIN POWER: _____ DATE: _____

FILENAME: O:\SK Hart\Eagle Square Concept\Engineering\Design\Phasing Plan.dwg TAB: PH-01- PHASE 1 PLOT DATE AND TIME: 6/19/2024 11:12 AM

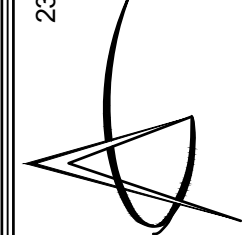


EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

PHASING PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801.487.8040



CLIENT: SK HART
DWG: _____
JOB No: _____
DESIGNED BY: BHT
CHECKED BY: BHT
DATE: 06/19/2024

DRAWN BY: AM
DESIGNED BY: BHT
CHECKED BY: BHT
DATE: 06/19/2024

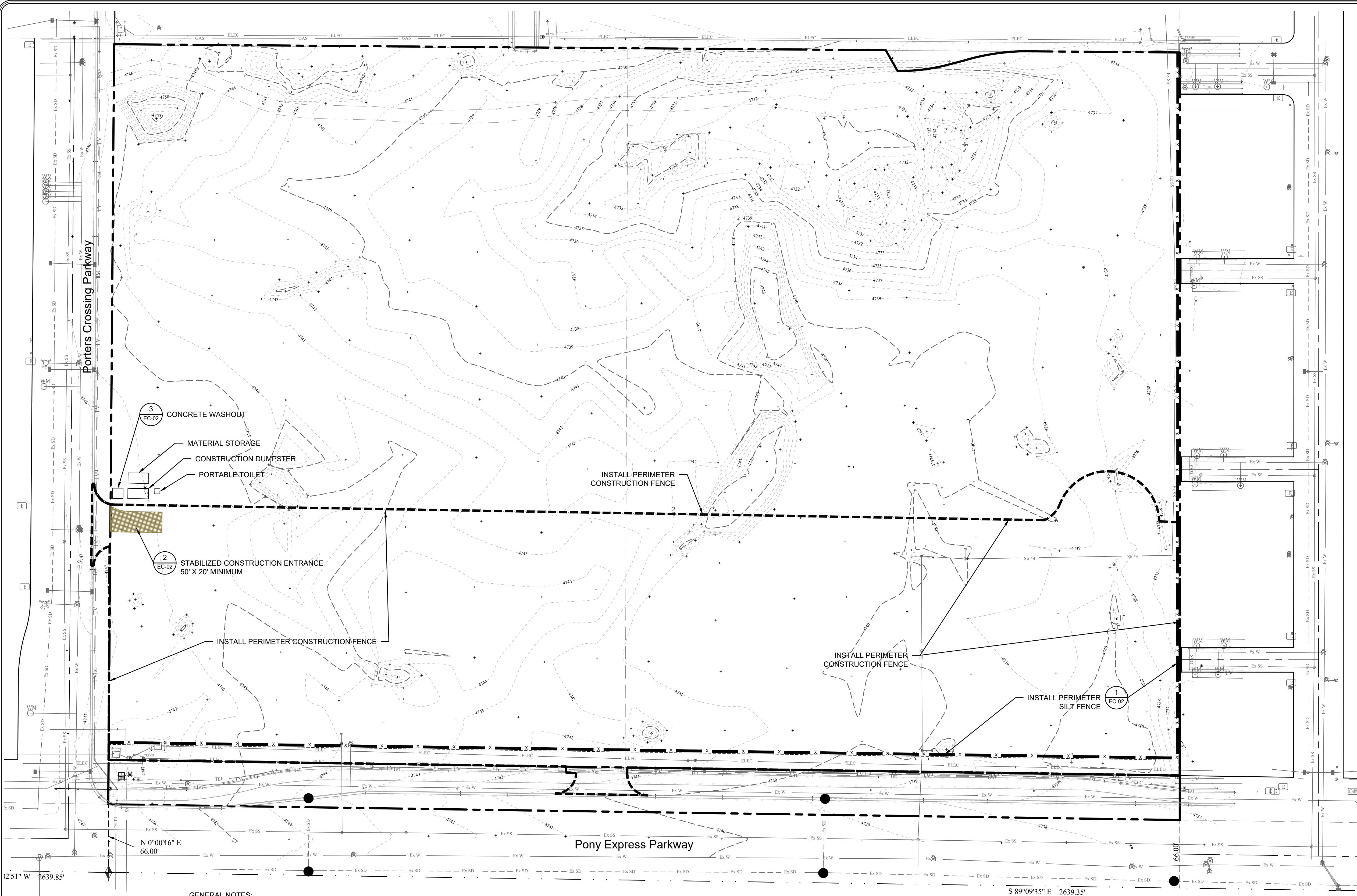
REVISIONS	CITY COMMENTS
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SHEET

PH-01

FILENAME: O:\SK\Hart\Eagle Square Concept\Engineering\Design\Erosion Control Plan.dwg TAB: EC-01 PLOT DATE AND TIME: 6/19/2024 11:13 AM



GENERAL NOTES:

1. IN THE EVENT A CHANGE OCCURS ON THIS APPROVED SITE PLAN WHICH INVOLVES ENLARGING THE AREA OF DISTURBANCE, THE CONTRACTOR SHALL CONTACT CITY OF SALT LAKE PRIOR TO THE DISTURBANCE
2. THE CONTRACTOR WILL FILL OUT EROSION AND SEDIMENT CONTROL PLAN, INSPECTION AND MAINTENANCE FORM EVERY FOURTEEN DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT AND/OR A HEAVY SNOW MELT.
3. THE CONTRACTOR WILL COMPLY WITH THE INSTALLATION AND MAINTENANCE OF THE "BEST MANAGEMENT PRACTICE (BMP) USED ON THE EROSION AND SEDIMENT CONTROL PLANS UNTIL REVEGETATION OR PERMANENT STABILIZATION HAS TAKEN PLACE.
4. THE CONTRACTOR WILL MAINTAIN STREETS TO BE FREE FROM SOIL AND DEBRIS 24 HOURS PER DAY, SEVEN DAYS A WEEK.
5. DUST CONTROL MEASURES WILL BE ON SITE AND IN WORKING ORDER WHEN SOIL IS DISTURBED. DUST CONTROL WILL BE USED 24 HOURS, SEVEN DAYS PER WEEK AS CONDITIONS DICTATE THE CONTRACTOR WILL INCREASE EQUIPMENT AS NEEDED TO CONTROL DUST.
6. THE CONTRACTOR WILL PREVENT SEDIMENTS FROM ENTERING UTILITIES BY INSTALLING FILTER FABRIC OR OTHER APPROVED DEVICES AROUND STRUCTURES.
7. ALL EXCAVATED MATERIAL MUST BE KEPT WITHIN THE "LIMITS OF DISTURBANCE."
8. PLACE GEOTEXTILE STYLE SILT FENCES PRIOR TO ANY EXCAVATIONS INDICATED BY THE EROSION CONTROL DRAWINGS. THE EROSION/SEDIMENTATION CONTROL (E.S.C.) MEASURES SHOWN ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED CONSTRUCTION.
9. CONTRACTOR SHALL INSTALL GRAVEL BAG INLET PROTECTION ON ALL PROPOSED STORM DRAIN LINE AFTER INSTALLATION OF CATCH BASINS AND MANHOLES. SEE STORM DRAIN PLANS FOR LOCATIONS OF STRUCTURES
10. PRIOR TO WORKING IN THE PUBLIC WAY, A LICENSED, INSURED, AND BONDED CONTRACTOR, WHO HAS SAID INFORMATION ON FILE WITH SLC ENGINEERING, MUST OBTAIN A PUBLIC WAY PERMIT FROM SLC ENGINEERING AND PERHAPS A TRANSPORTATION PERMIT. ALL WORK IN THE PUBLIC WAY SHALL FOLLOW APWA STANDARDS.

CALL BEFORE YOU DIG.
IT'S FREE &
IT'S THE LAW
1-800-662-4111
208-2100
UTAH DEPARTMENT OF HERITAGE
AND ARTS

EROSION CONTROL LEGEND

- BOUNDARY LINE
- GRAVEL BAG INLET PROTECTION
- SILT FENCE
- CONSTRUCTION FENCE

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

EROSION CONTROL PLAN

231 West 800 South Salt Lake City, Utah 84101

Ward Engineering Group
Planning Engineering Surveying

PH: 801.487.8040

CLIENT: SK HART

DWG:

JOB No:

DATE: 06/19/2024

DRAWN BY: AM

DESIGNED BY: BHT

CHECKED BY: BHT

DATE: 06/19/2024

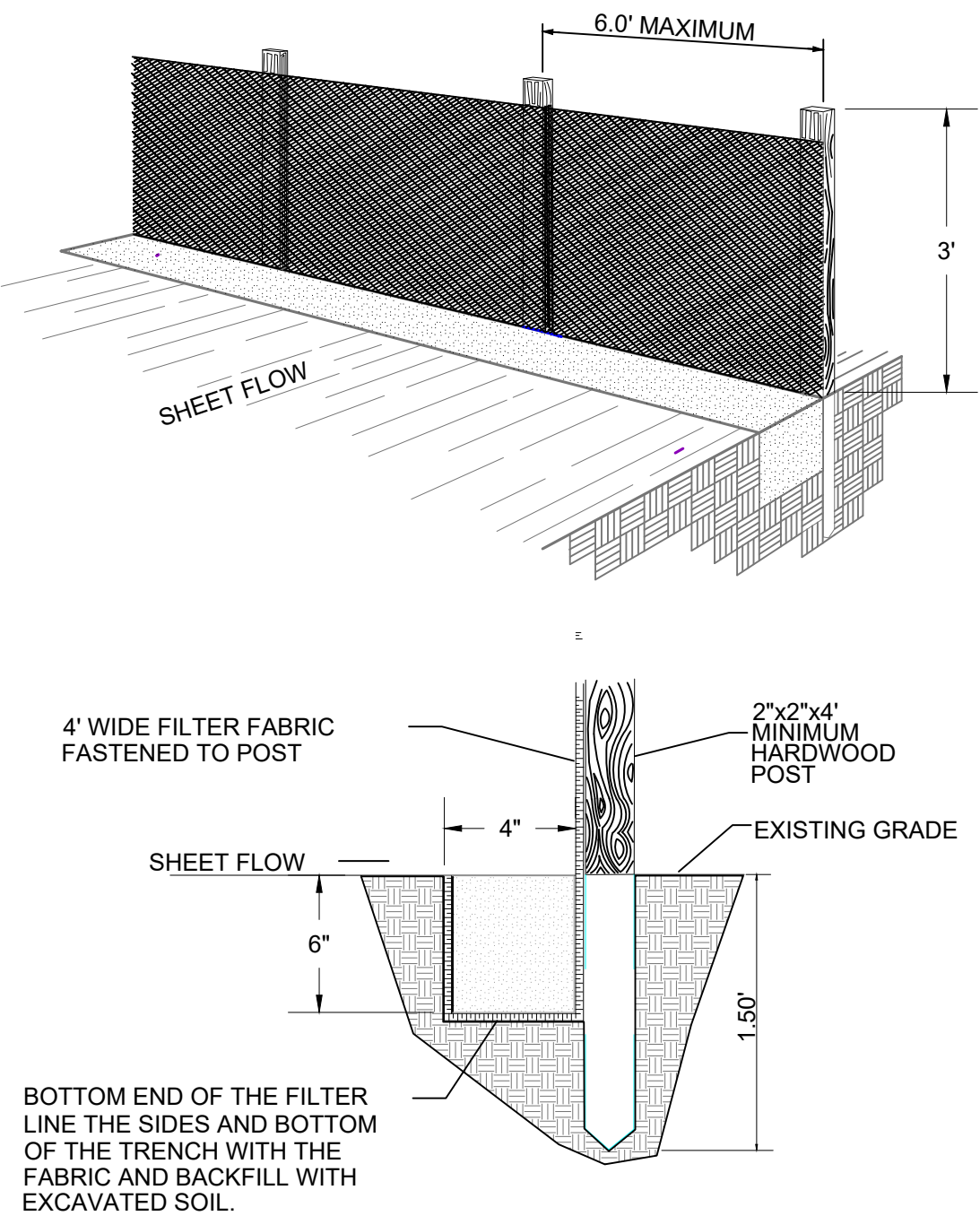
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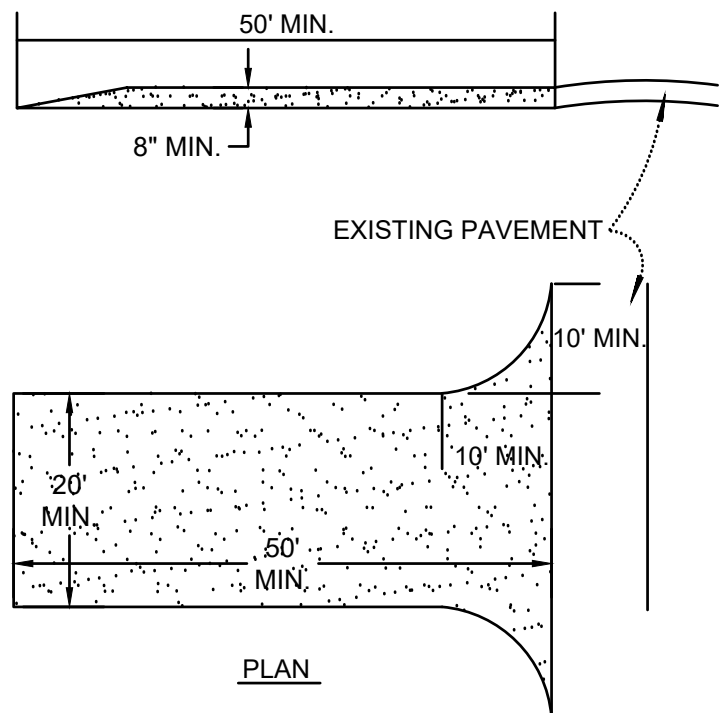
EC-01



- WHERE POSSIBLE, LAYOUT THE SILT FENCE 5.0' TO 10.0' BEYOND THE TOE OF SLOPE.
- ALIGN THE FENCE ALONG THE CONTOUR AS CLOSE AS POSSIBLE.
- WHEN EXCAVATING THE TRENCH, USE MACHINERY THAT WILL PRODUCE NO MORE THAN THE DESIRED DIMENSIONS.
- EXTEND THE BOTTOM 3' OF FILTER FABRIC TO LINE ALL THREE SIDES OF THE TRENCH.
- TO AVOID EXCESSIVE PONDING OF WATER AT LOW POINTS ALONG THE FENCE, PROVIDE AN OPENING IN THE SILT FENCE AND INSTALL A CHECK DAM.
- AVOID USING JOINTS ALONG THE FENCE AS MUCH AS POSSIBLE. IF A JOINT IS NECESSARY, SPLICE THE FILTER FABRIC AT A POST WITH A 0.50' OVERLAPS AND SECURELY FASTEN BOTH ENDS TO THE POST.
- MAINTAIN A PROPERLY FUNCTIONING SILT FENCE THROUGHOUT THE DURATION OF THE PROJECT OR UNTIL DISTURBED AREAS HAVE BEEN VEGETATED.

1 Silt Fence

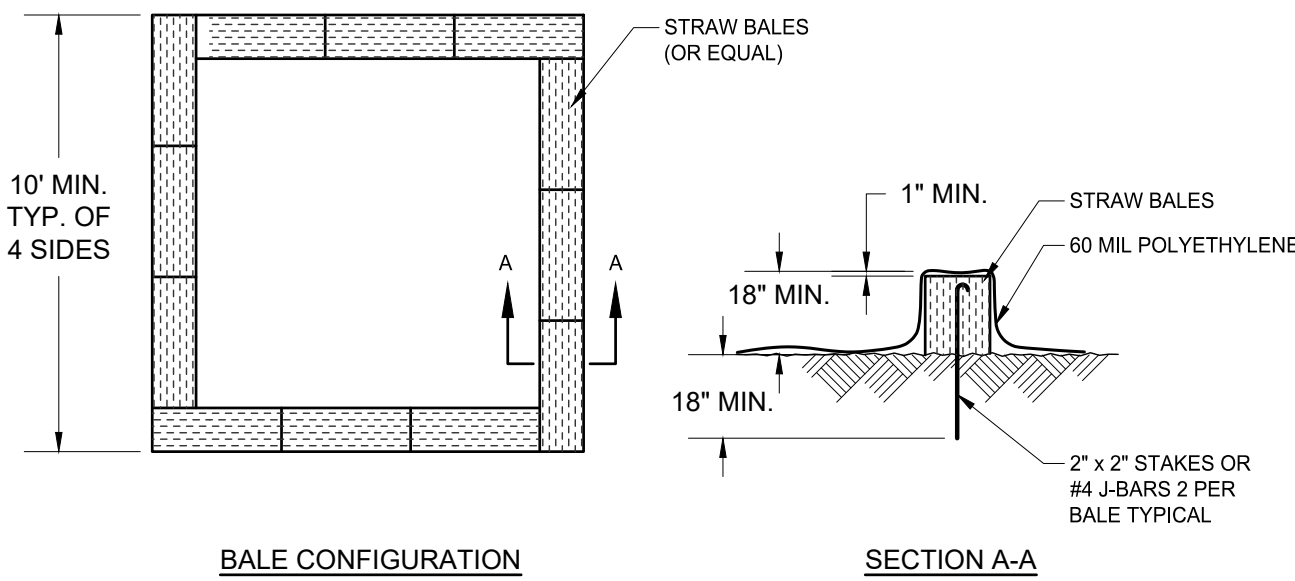
NTS



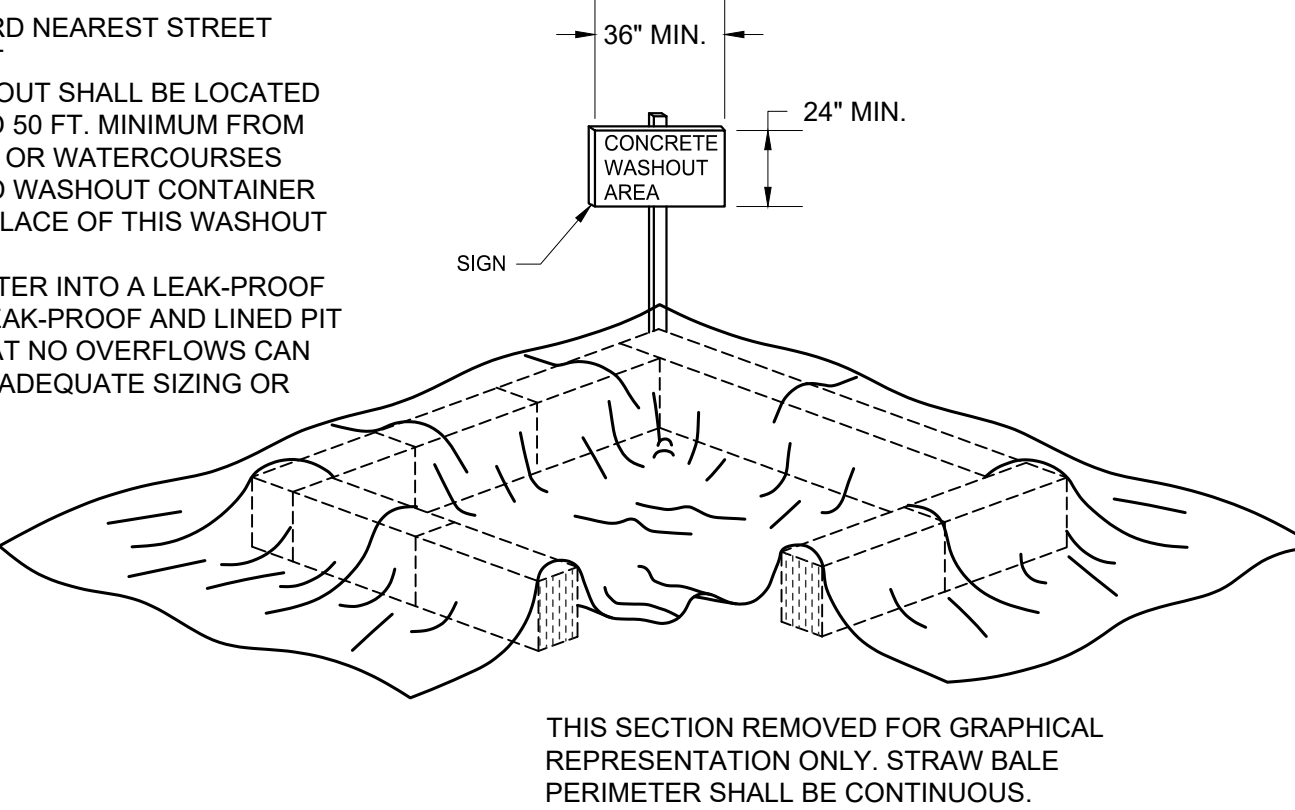
2 Stabilized Construction Entrance

NTS

- STABILIZED CONSTRUCTION ENTRANCE NOTES:
- STONE SIZE - USE 3"-6" COBBLE STONE, OR RECLAIMED CONCRETE EQUIVALENT.
 - LENGTH - AS REQUIRED, BUT NOT LESS THAN FIFTY (50) FEET.
 - THICKNESS - NOT LESS THAN EIGHT (8) INCHES.
 - WIDTH - TWENTY (20) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OF EGRESS OCCURS.
 - SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SIDE SLOPES WILL BE PERMITTED.
 - MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
 - PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAINFALL.

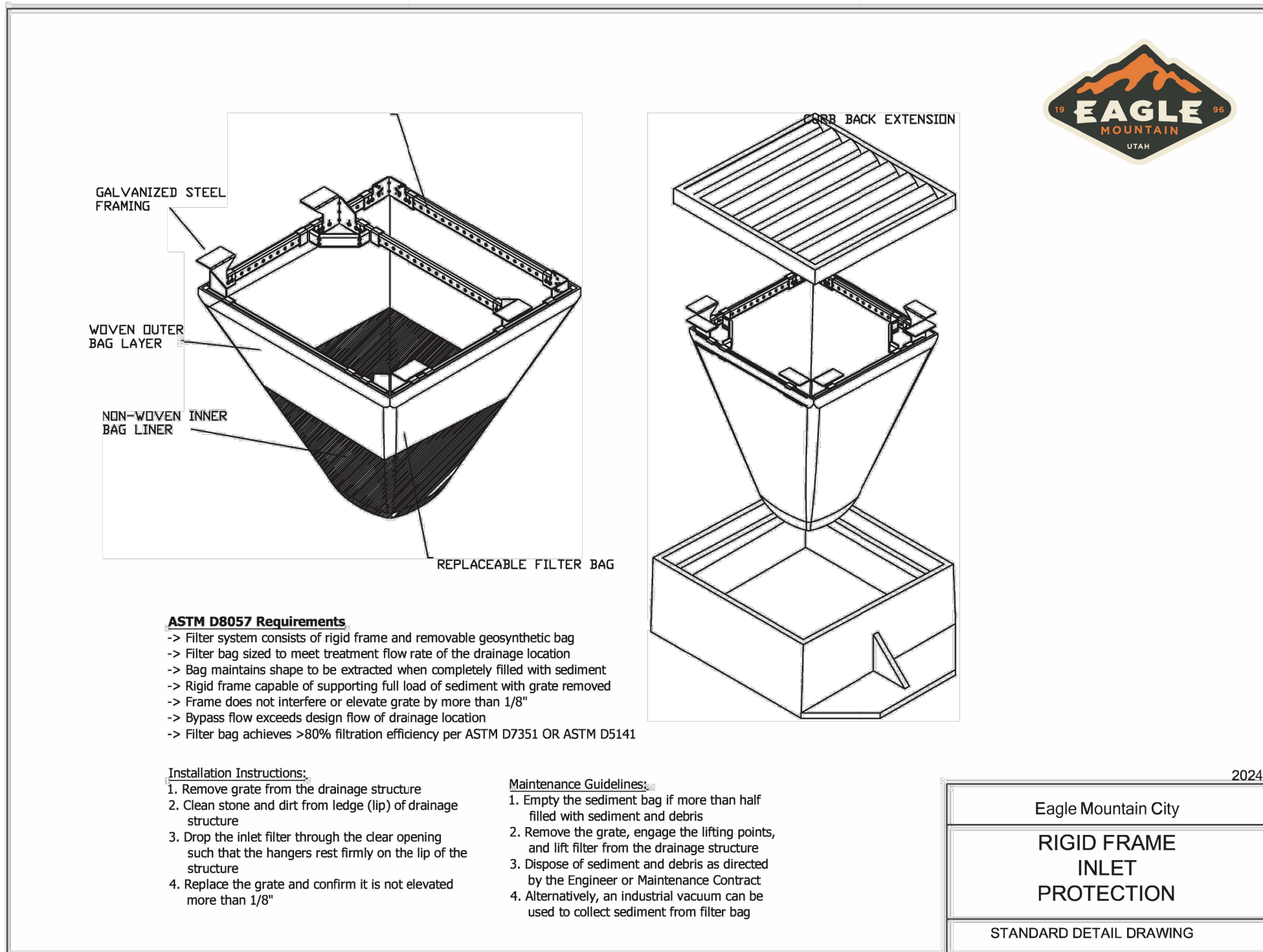


- NOTES:
- FACE SIGN TOWARD NEAREST STREET OR ACCESS POINT
 - CONCRETE WASHOUT SHALL BE LOCATED BEHIND CURB AND 50 FT. MINIMUM FROM DRAINAGE INLETS OR WATERCOURSES
 - A PREFABRICATED WASHOUT CONTAINER MAY BE USED IN PLACE OF THIS WASHOUT DESIGN
 - DIRECT WASH WATER INTO A LEAK-PROOF CONTAINER OR LEAK-PROOF AND LINED PIT DESIGNED SO THAT NO OVERFLOWS CAN OCCUR DUE TO INADEQUATE SIZING OR PRECIPITATION



3 Concrete Washout Detail

NTS



- ASTM D8057 Requirements
- Filter system consists of rigid frame and removable geosynthetic bag
 - Filter bag sized to meet treatment flow rate of the drainage location
 - Bag maintains shape to be extracted when completely filled with sediment
 - Rigid frame capable of supporting full load of sediment with grate removed
 - Frame does not interfere or elevate grate by more than 1/8"
 - Bypass flow exceeds design flow of drainage location
 - Filter bag achieves >80% filtration efficiency per ASTM D7351 OR ASTM D5141

- Installation Instructions:
- Remove grate from the drainage structure
 - Clean stone and dirt from ledge (lip) of drainage structure
 - Drop the inlet filter through the clear opening such that the hangers rest firmly on the lip of the structure
 - Replace the grate and confirm it is not elevated more than 1/8"

- Maintenance Guidelines:
- Empty the sediment bag if more than half filled with sediment and debris
 - Remove the grate, engage the lifting points, and lift filter from the drainage structure
 - Dispose of sediment and debris as directed by the Engineer or Maintenance Contract
 - Alternatively, an industrial vacuum can be used to collect sediment from filter bag

Eagle Mountain City

RIGID FRAME

INLET

PROTECTION

STANDARD DETAIL DRAWING

4 ASTM D8057 Inlet Protection

NTS

EAGLE SQUARE COMMERCIAL SUBDIVISION MASTER PLANS EROSION CONTROL DETAILS

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

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DWG: _____
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DATE: 06/19/2024

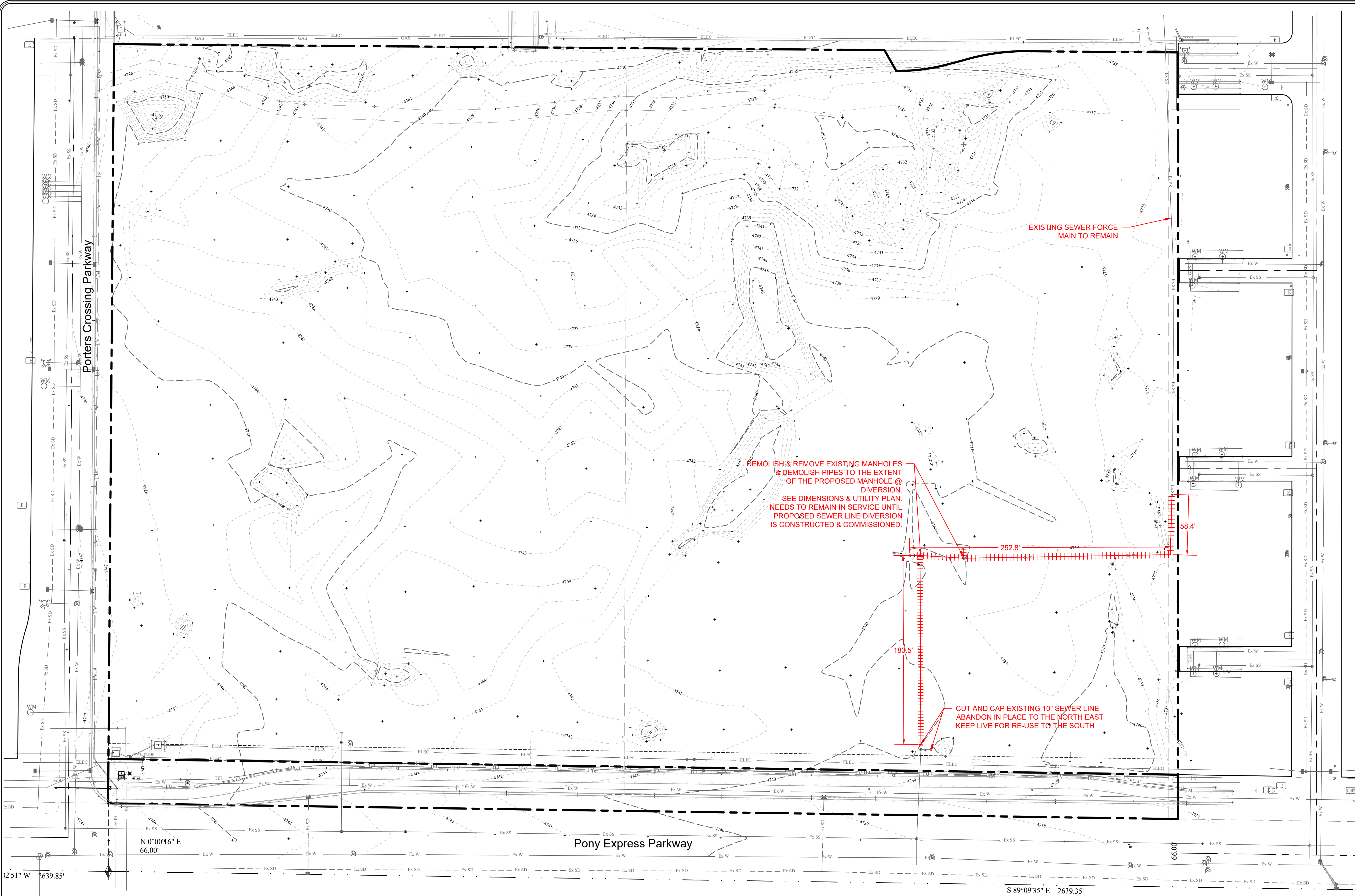
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DATE: 06/19/2024

REVISIONS	CITY COMMENTS	DATE
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PROFESSIONAL ENGINEER
362348
BRENDAN H THORPE
OR REVIEW
STATE OF UTAH

SHEET

EC-02



EROSION CONTROL LEGEND

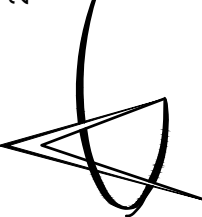
- BOUNDARY LINE
+++++ PIPE TO BE DEMOLISHED & REMOVED

NOTE:
EXISTING UTILITIES MUST BE USED
OR ABANDONED.

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

DEMOLITION PLAN

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Ward Engineering Group
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DATE: 06/19/2024

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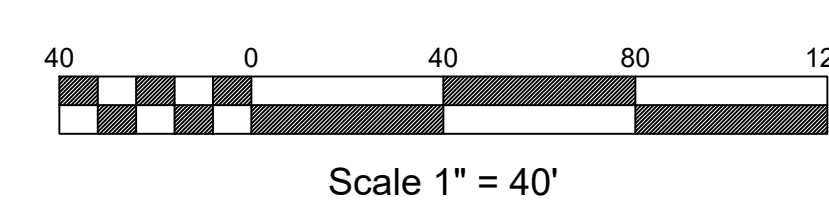
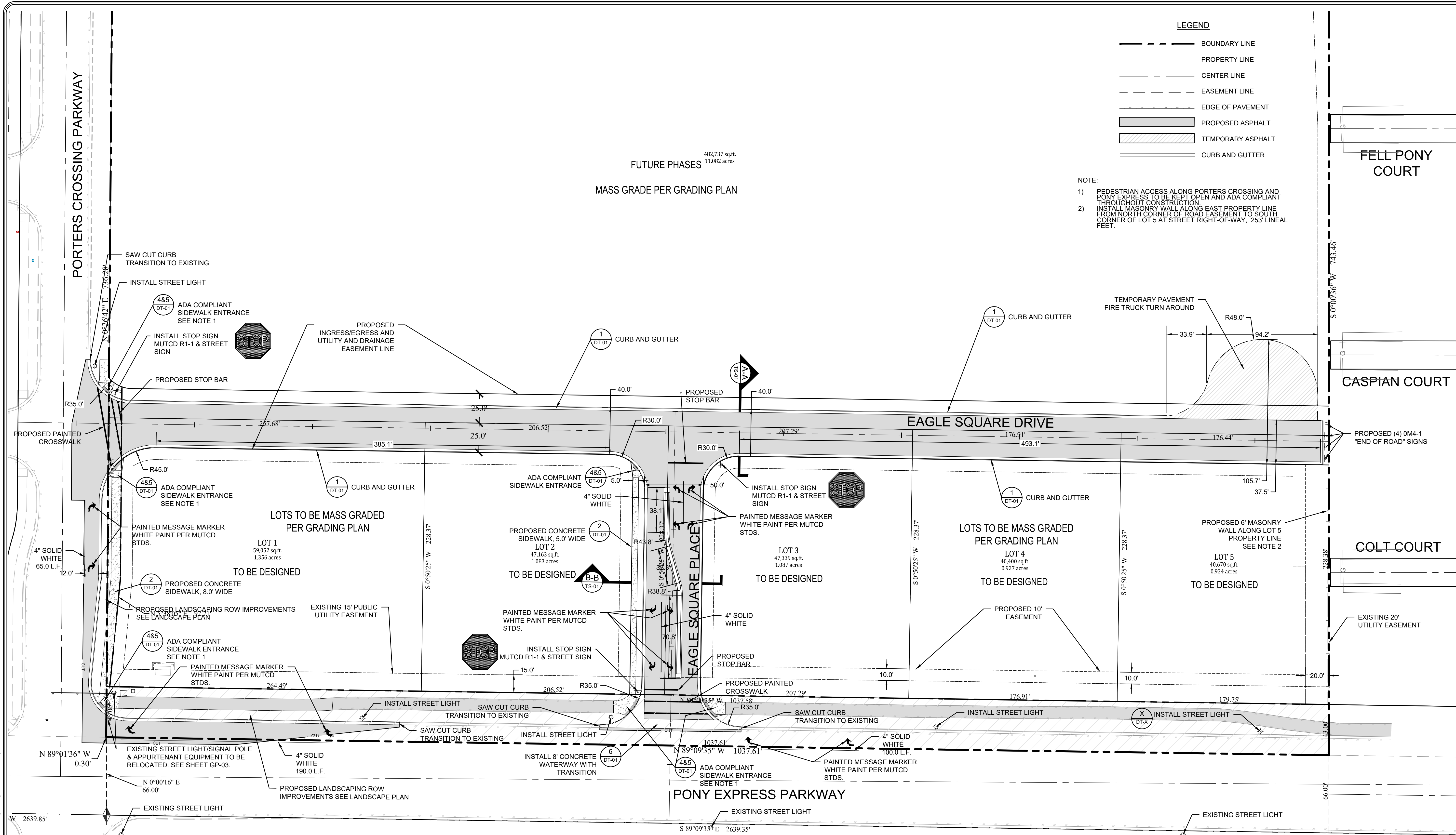
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DM-01

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TAB: SP-01- PHASE 1
PLOT DATE AND TIME: 6/19/2024 11:13 AM



EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

SITE PLAN

CLIENT: SK HART
DWG:
JOB NO:
DATE: 06/19/2024

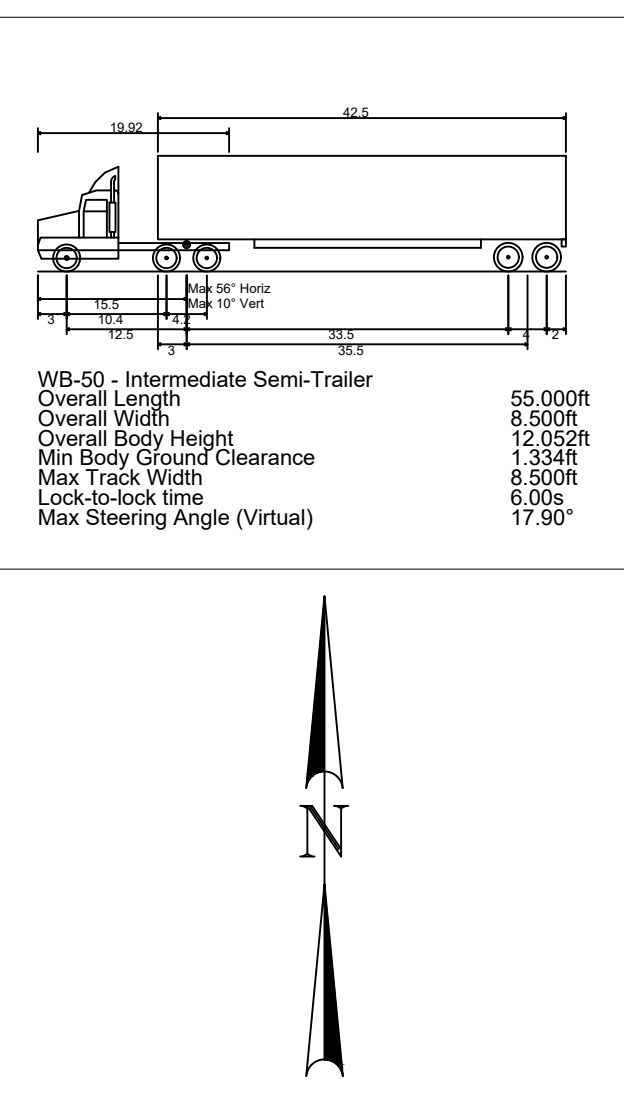
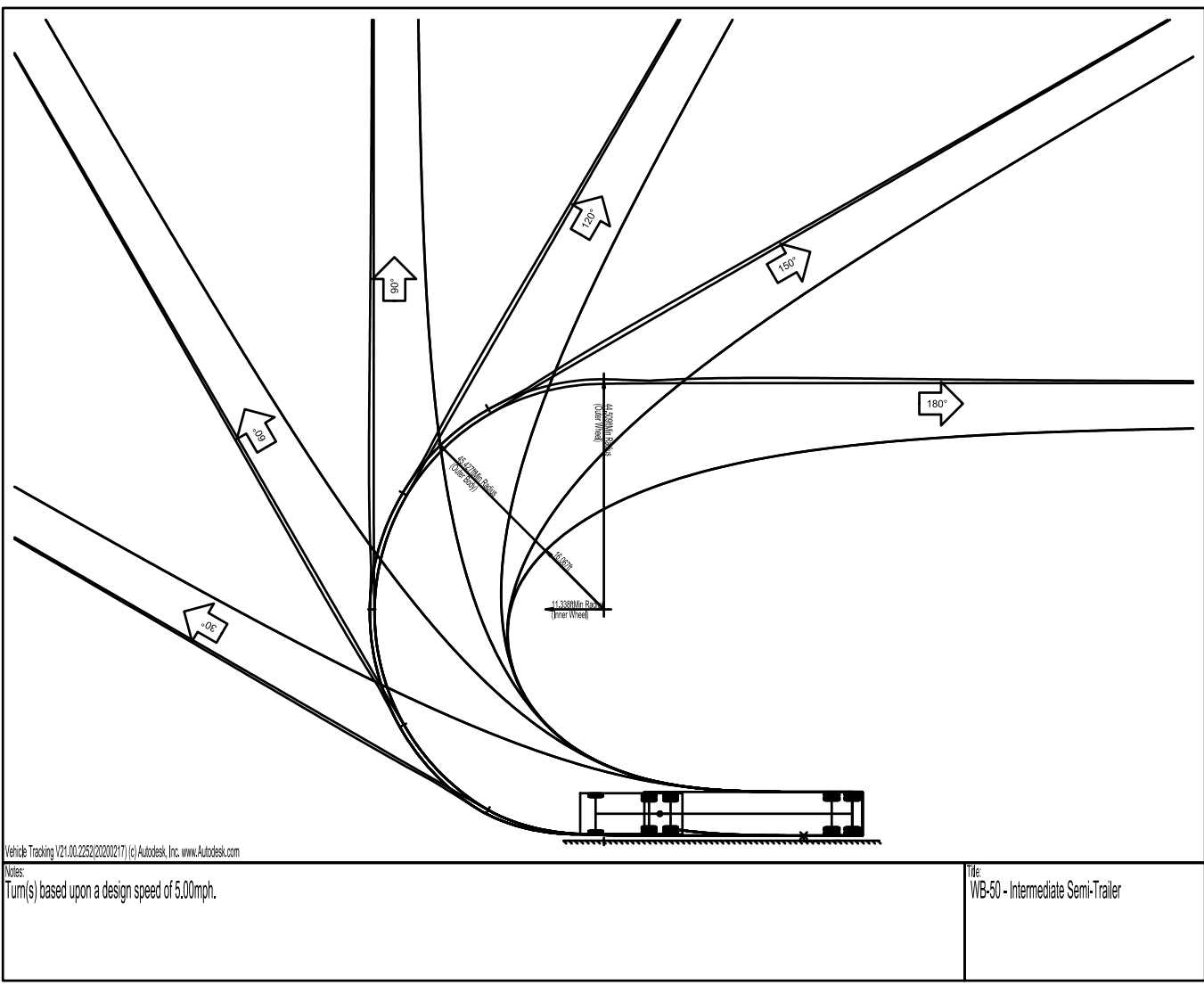
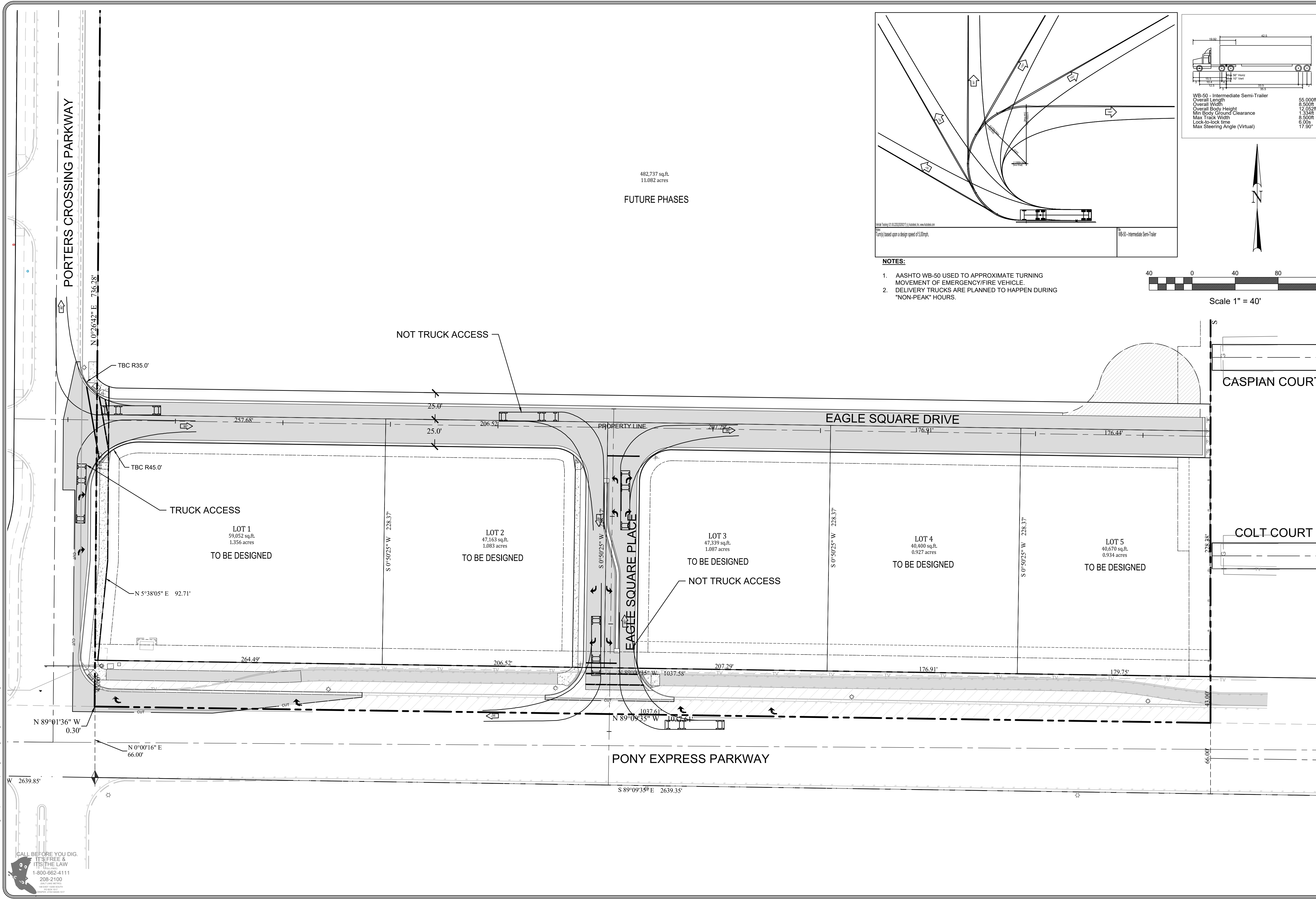
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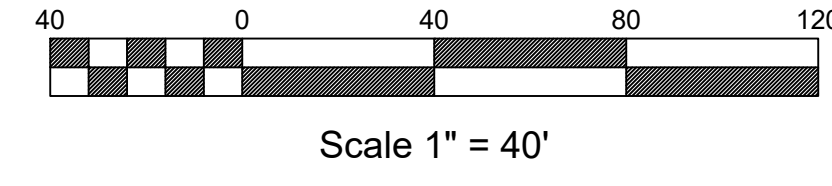
PROFESSIONAL ENGINEER
362348
BRENDAN H THORPE
OR REVIEW
STATE OF UTAH

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SP-01

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- NOTES:**
1. AASHTO WB-50 USED TO APPROXIMATE TURNING MOVEMENT OF EMERGENCY/FIRE VEHICLE.
 2. DELIVERY TRUCKS ARE PLANNED TO HAPPEN DURING "NON-PEAK" HOURS.



EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

TURNING TEMPLATE

CLIENT: SK HART
DWG:
JOB NO: 231 West 800 South Salt Lake City, Utah 84101
REVISIONS: 06/19/2024
DATE: 06/19/2024

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DESIGN BY: BHT
CHECKED BY: BHT

REVISIONS
1 DATE CITY COMMENTS

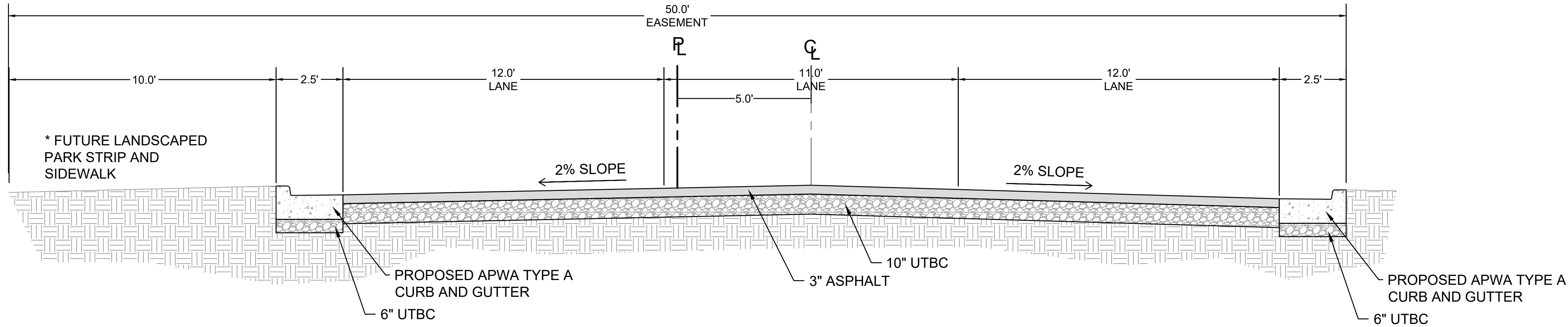
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OR REVIEW
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SP-02

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TAB: TS-01- PHASE 1
PLOT DATE AND TIME: 6/19/2024 11:13 AM

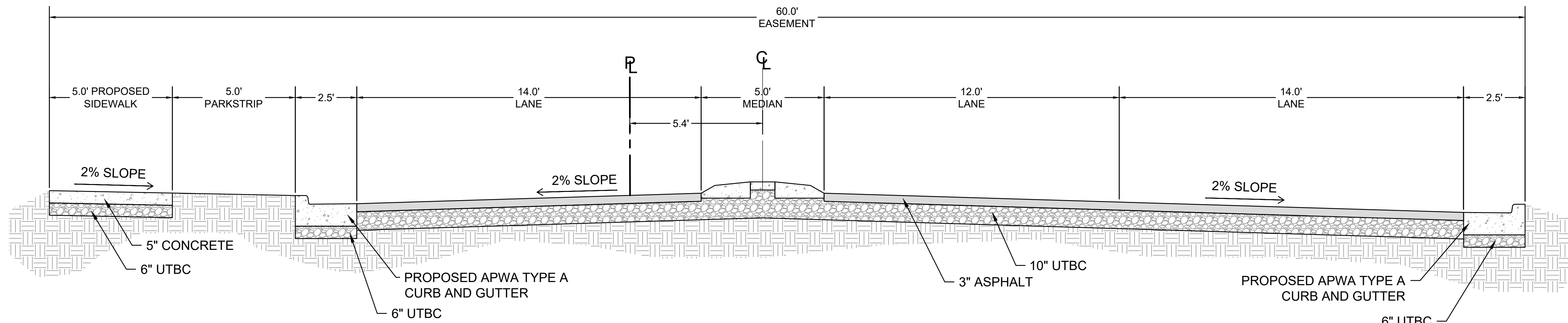


TYPICAL SECTION PRIVATE ROAD A-A
FROM STATION: 0+61.03' TO STATION: 11+12.88'
NTS



* TO BE CONSTRUCTED WITH THE FUTURE SITE PLAN APPLICATIONS FOR EACH LOT

TYPICAL SECTION PRIVATE ROAD B-B
FROM STATION: 0+72.05' TO STATION: 3+27.50'
NTS



EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS
TYPICAL ROAD SECTIONS

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801.487.8040

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JOB No: _____
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CHECKED BY: BHT
DATE: 06/19/2024

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CHECKED BY: BHT
DATE: 06/19/2024

REVISIONS	CITY COMMENTS
1	DATE

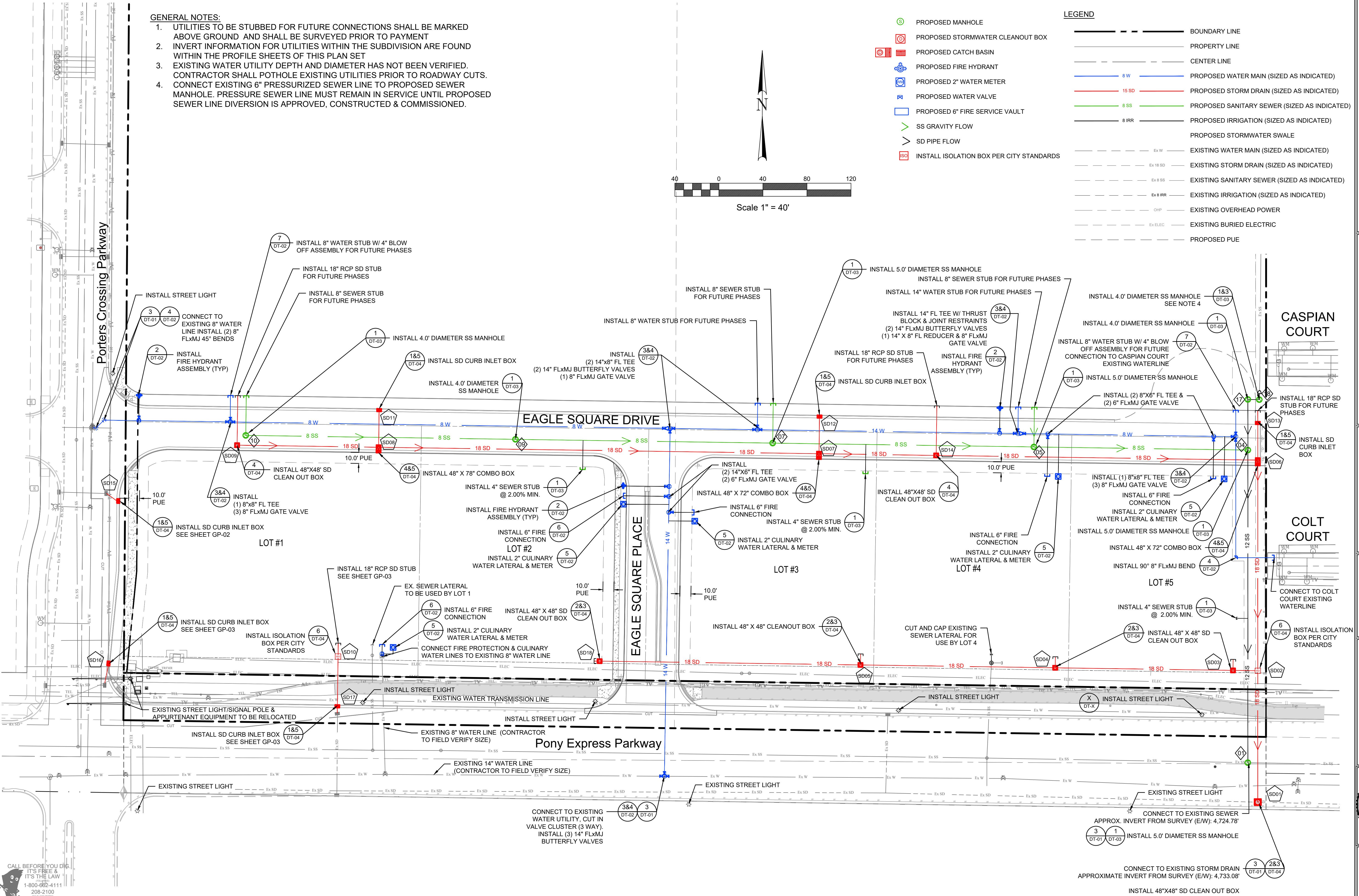
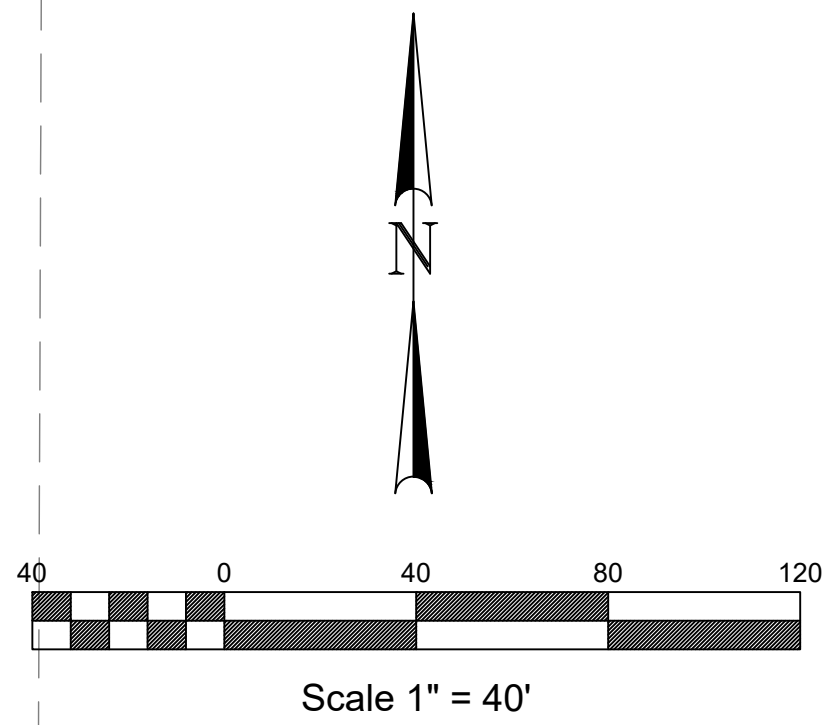
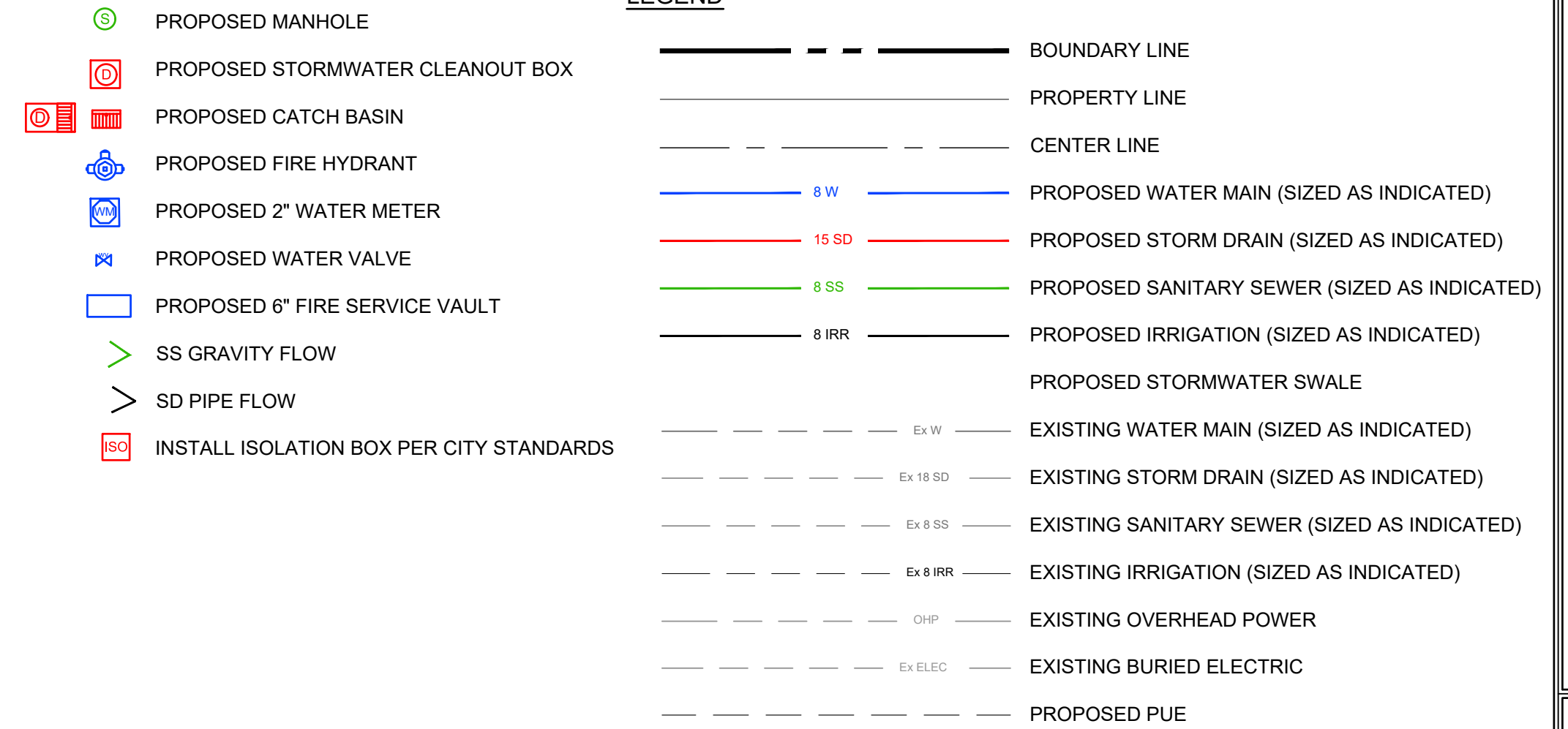


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TS-01

GENERAL NOTES:

- UTILITIES TO BE STUBBED FOR FUTURE CONNECTIONS SHALL BE MARKED ABOVE GROUND AND SHALL BE SURVEYED PRIOR TO PAYMENT
- INVERT INFORMATION FOR UTILITIES WITHIN THE SUBDIVISION ARE FOUND WITHIN THE PROFILE SHEETS OF THIS PLAN SET
- EXISTING WATER UTILITY DEPTH AND DIAMETER HAS NOT BEEN VERIFIED. CONTRACTOR SHALL POTHOLE EXISTING UTILITIES PRIOR TO ROADWAY CUTS. CONNECT EXISTING 6" PRESSURIZED SEWER LINE TO PROPOSED SEWER MANHOLE. PRESSURE SEWER LINE MUST REMAIN IN SERVICE UNTIL PROPOSED SEWER LINE DIVERSION IS APPROVED, CONSTRUCTED & COMMISSIONED.



EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

UTILITY PLAN

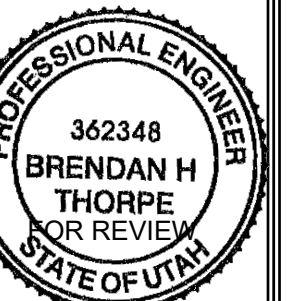
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Ward Engineering Group
Planning Engineering Surveying

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DWG:
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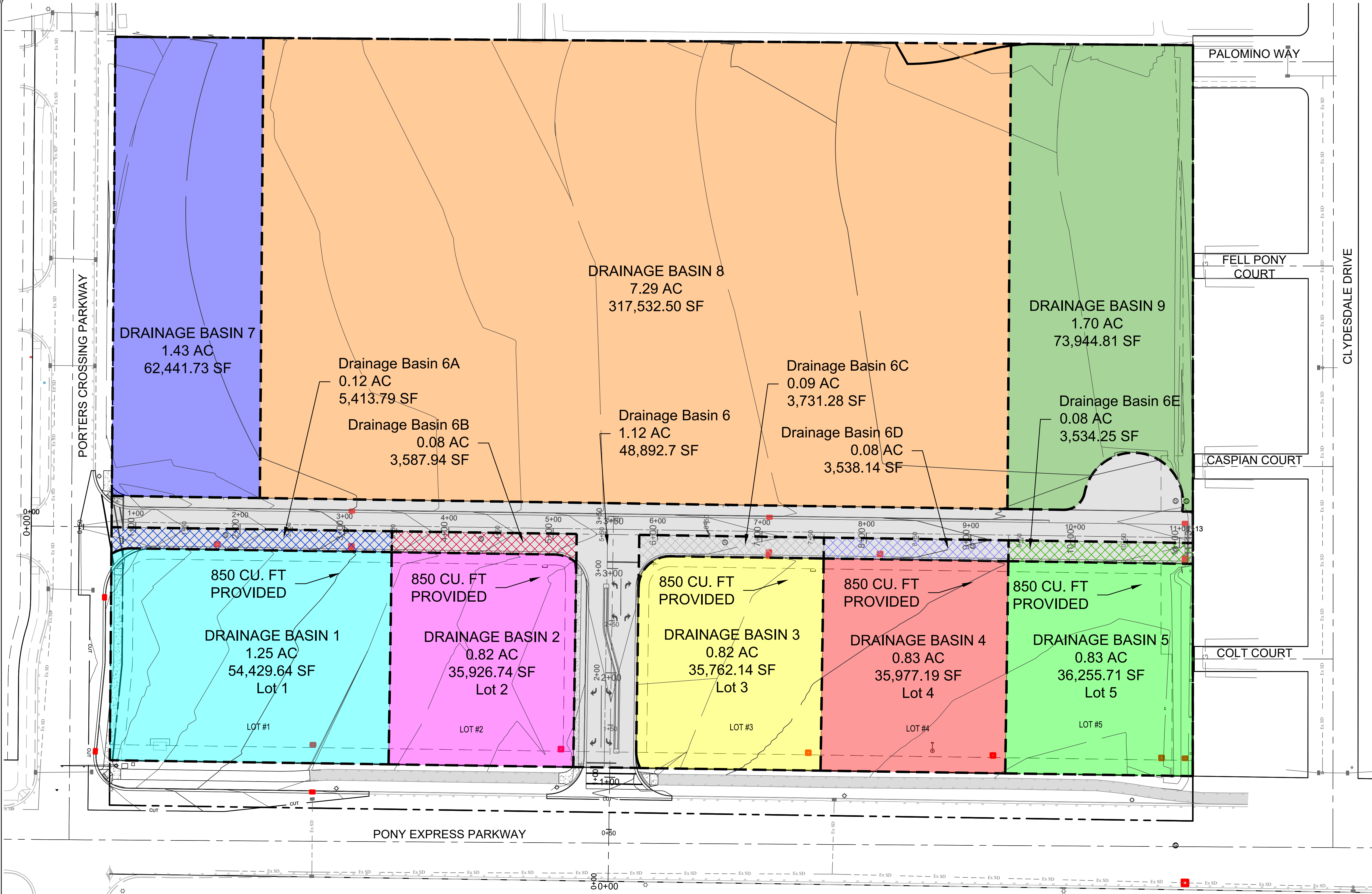
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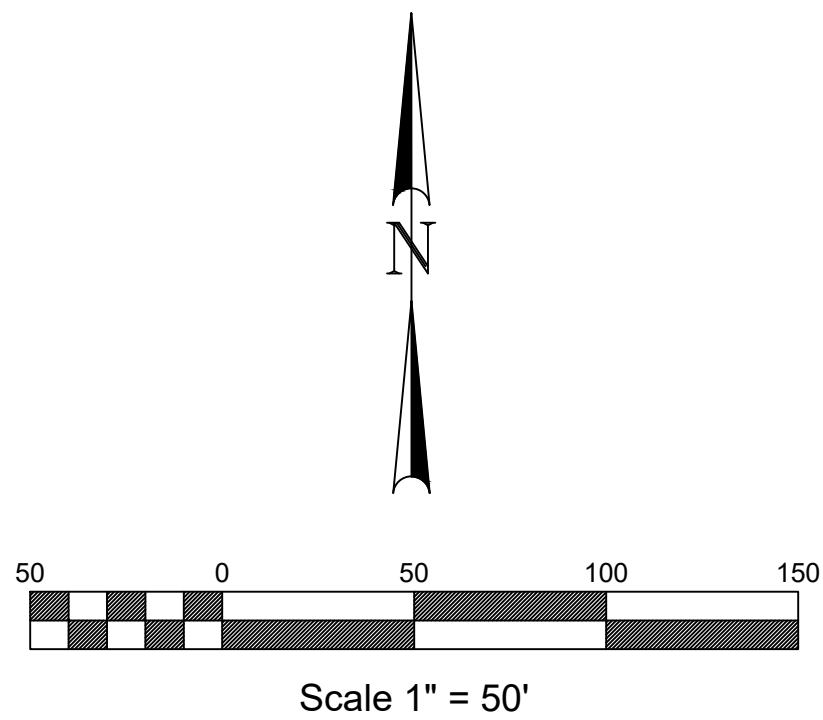
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FILENAME: O:\SK Hart\Eagle Square Concept\Engineering\Design\Grading Plan.dwg TAB: DP-01 - DRAINAGE PLAN PLOT DATE AND TIME: 6/19/2024 11:14 AM



- LEGEND
- BASIN 1
 - BASIN 2
 - BASIN 3
 - BASIN 4
 - BASIN 5
 - BASIN 6
 - BASIN 7
 - BASIN 8
 - BASIN 9
 - BASIN 6A
 - BASIN 6B
 - BASIN 6C
 - BASIN 6D
 - BASIN 6E

GENERAL NOTES:
1. SEE SHEET DP-02 FOR BASIN CHARACTERISTICS AND SUMMARY OF FLOWS



EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

DRAINAGE PLAN

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DP-01

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Existing Conditions					
Basin	Area (AC's)	CN	**100 Year, 24 Hour Peak Flow (cfs)	**10 Year, 24 Hour Peak Flow (cfs)	Hydrograph Volume, 100 Year, 24 Hour (C.F.)
Drainage Basin 1	1.25	63	0.027	0.002	517
Drainage Basin 2	0.82	63	0.018	0.001	339
Drainage Basin 3	0.82	88	0.479	0.260	3,004
Drainage Basin 4	0.83	88	0.485	0.263	3,041
Drainage Basin 5	0.83	88	0.485	0.263	3,041
Drainage Basin 6	1.48	63	0.028	0.002	610
Drainage Basin 7	1.43	63	0.028	0.002	588
Drainage Basin 8	7.29	63	0.139	0.012	3,012
Drainage Basin 9	1.80	63	0.035	0.003	744
*ESTIMATED CN VALUE OF DEVELOPED CONDITIONS (URBAN HYDROGOLY FOR SMALL WATERSHEDS)					
**SCS METHOD USING A TYPE II DISTRIBUTION					
*** BASED ON 0.2 CFS/AC					

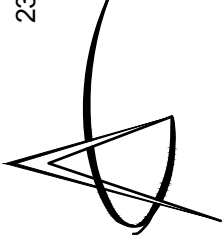
Phase 1 Conditions									
Basin	Area (AC's)	CN	**100 Year, 24 Hour Peak Flow (cfs)	**10 Year, 24 Hour Peak Flow (cfs)	***Allowed Release Rate (cfs)	100 Year Storm Volume (C.F.)	Is Surface Condition Different From Existing?	Net Storage Required at Phase 1 (C.F.)	Storage Provided (C.F.)
Drainage Basin 1	1.25	63	0.027	0.002	1.969	517	NO	0	0
Drainage Basin 2	0.82	63	0.018	0.001		339	NO	0	0
Drainage Basin 3	0.82	88	0.479	0.260		3,004	NO	0	0
Drainage Basin 4	0.83	88	0.485	0.263		3,041	NO	0	0
Drainage Basin 5	0.83	88	0.485	0.263		3,041	NO	0	0
Drainage Basin 6	1.12	87	1.969	1.085		3,962	YES	****0	0
Drainage Basin 6A	0.12	98	0.300	0.210		809	YES	809	850
Drainage Basin 6B	0.08	98	0.225	0.159		607	YES	607	850
Drainage Basin 6C	0.09	98	0.267	0.189		614	YES	614	850
Drainage Basin 6D	0.06	98	0.237	0.168		546	YES	546	850
Drainage Basin 6E	0.06	98	0.237	0.168		546	YES	546	850
Drainage Basin 7	1.43	63	0.028	0.002		588	NO	0	0
Drainage Basin 8	7.29	63	0.139	0.012		3,012	NO	0	0
Drainage Basin 9	1.70	63	0.033	0.003		703	NO	0	0
*ESTIMATED CN VALUE OF DEVELOPED CONDITIONS (URBAN HYDROLOGY FOR SMALL WATERSHEDS)							TOTAL	3,122	4250
**SCS METHOD USING A TYPE II DISTRIBUTION									
*** BASED ON 0.2 CFS/AC									
**** THE RELEASE RATE FOR THE WHOLE SITE IS 1.969 CFS. THE MAJORITY OF THE DISCHARGE IS USED BY BASIN 6. SUBSEQUENT RELEASES BY DEVELOPMENT WILL UTILIZE A REDUCED RELEASE RATE OF 0.04 CFS/AC									

- NOTES:
1. THE ADJUSTED ALLOWED RELEASE RATE FOR THE FUTURE DEVELOPED LOTS IS 0.04 CFS/ACRE. THIS IS ADJUSTED TO OFFSET THE FULL RELEASE OF THE FULLY DEVELOPED PHASE 1 ROADS. THIS WAS DONE TO MAINTAIN AN EQUIVALENT DISCHARGE OF 0.2 CFS/ACRE AT THE POINT OF CONNECTION TO THE CITY'S STORM DRAIN SYSTEM IN PONY EXPRESS PARKWAY.
 2. FOR DRAINAGE CALCULATIONS & REPORT SEE: "EAGLE SQUARE MASTER PLANNED COMMERCIAL DEVELOPMENT" DRAINAGE REPORT, JANUARY 2024.

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS
DRAINAGE CALCULATIONS

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Ward Engineering Group
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CHECKED BY: BHT
DATE: 06/19/2024

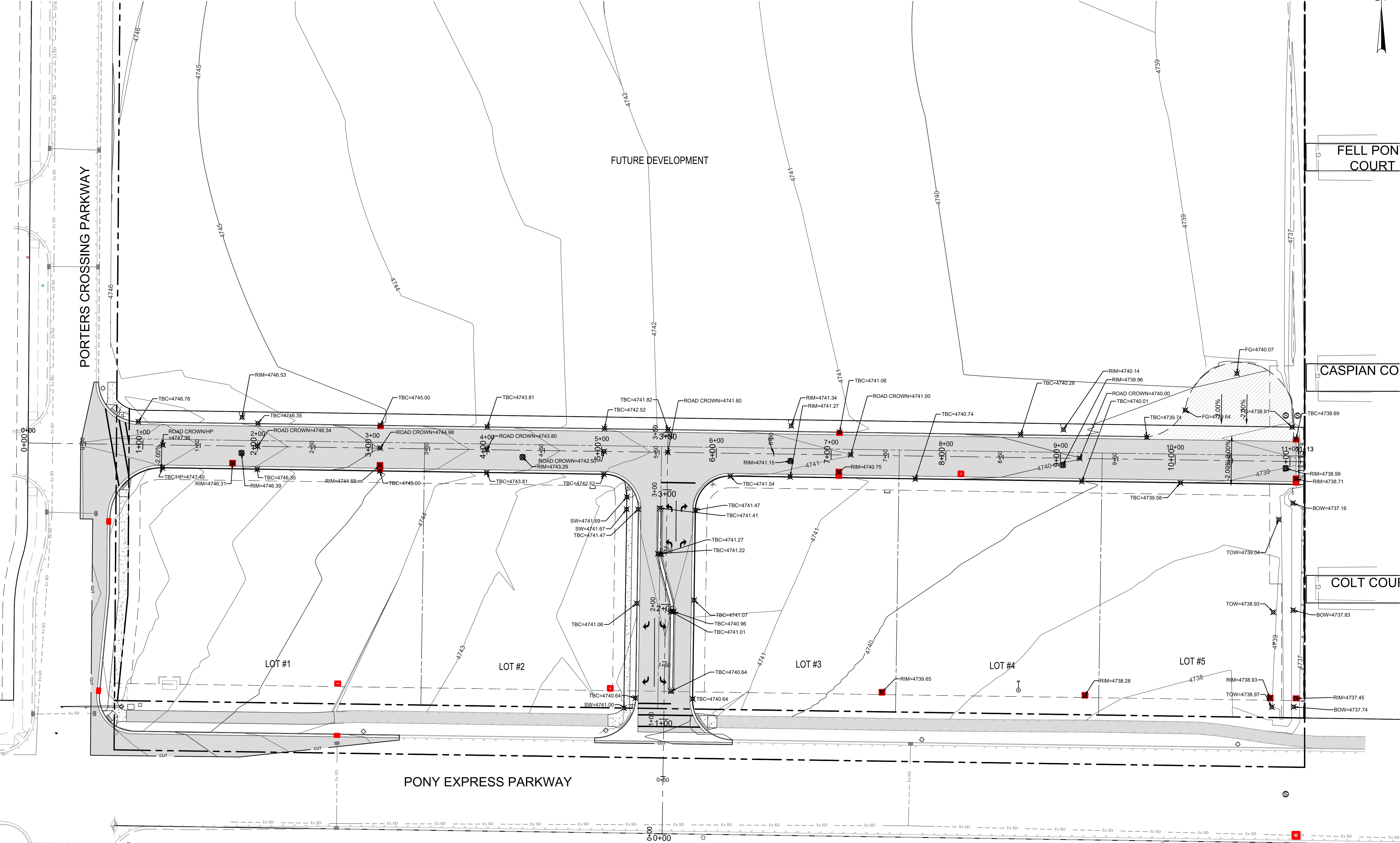
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DP-02

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GRADING PLAN

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Ward Engineering Group
Planning Engineering Surveying

PH: 801.487.8040

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CHECKED BY: BRENDAN H. THORPE
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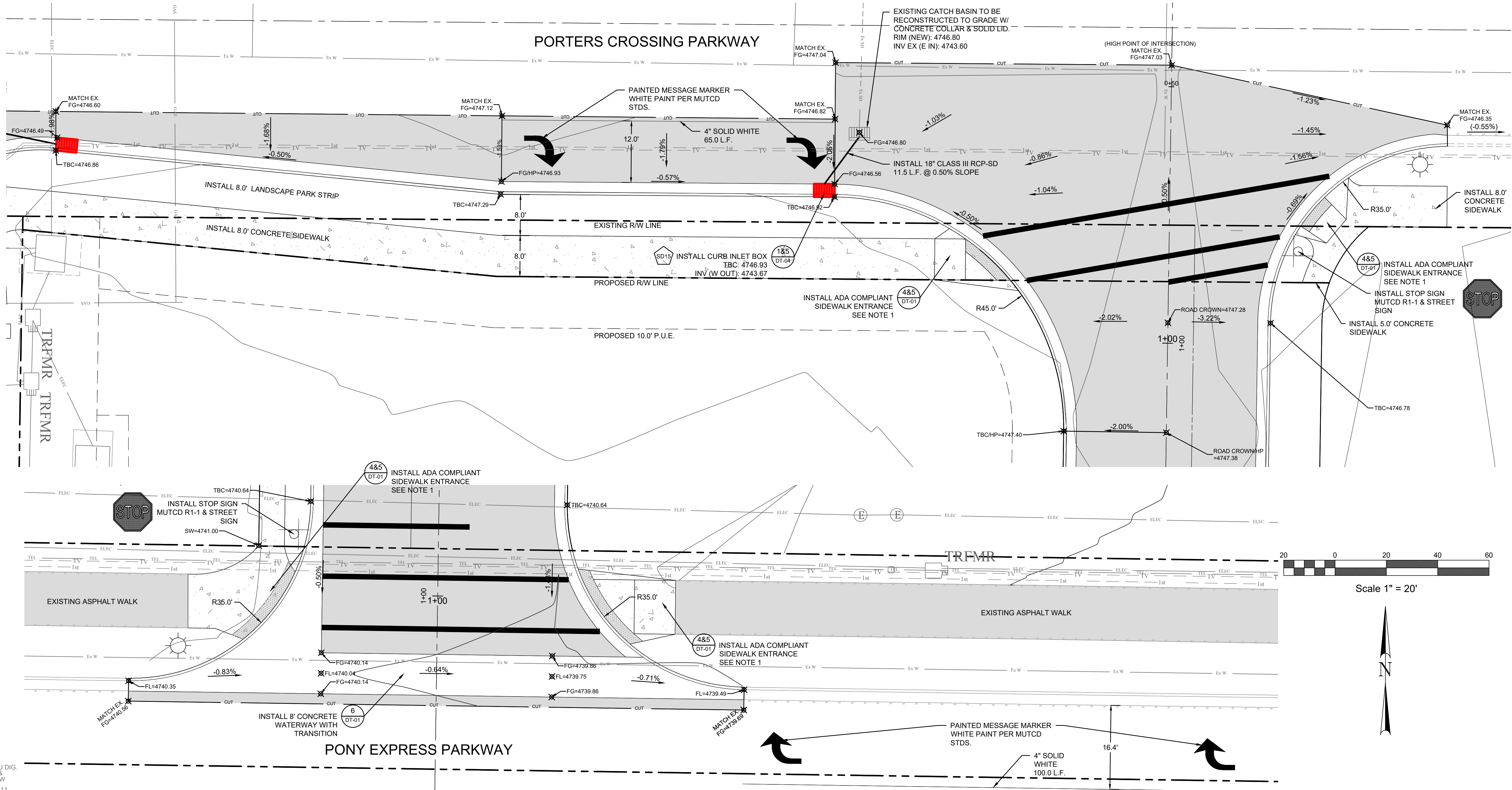


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GP-01

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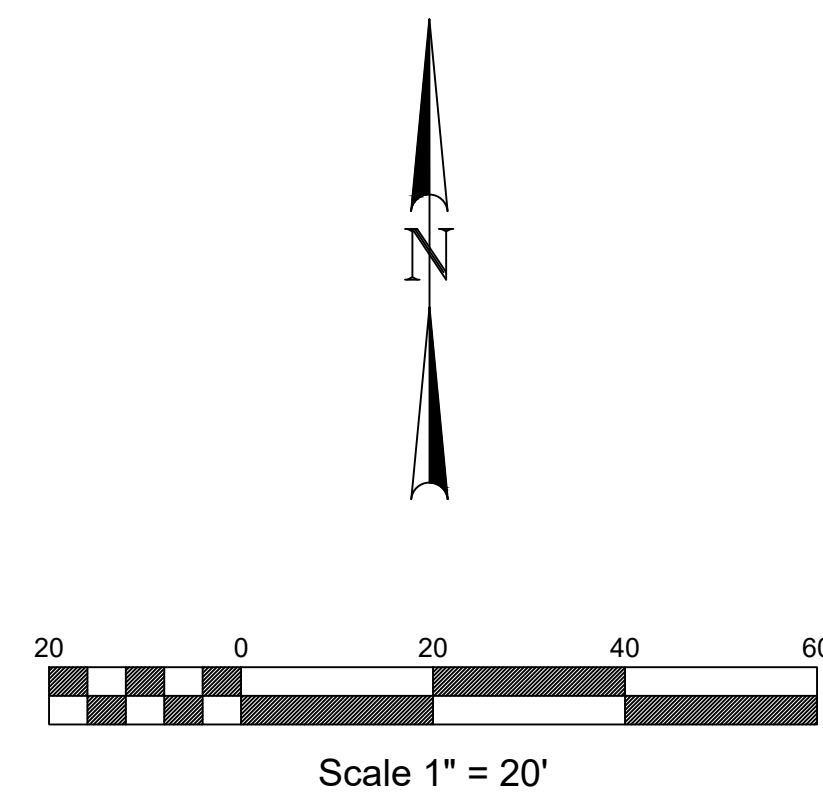
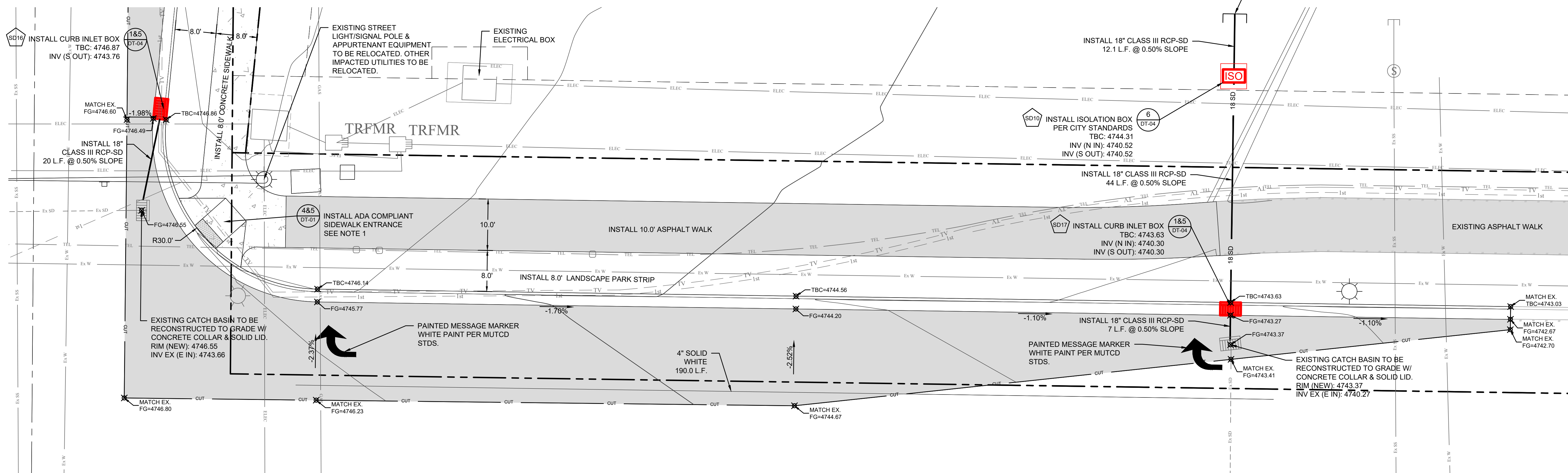
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362348
BRENDAN H THORPE
OR REVIEW
STATE OF UTAH

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GP-02

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GP-03

— PUBLIC STORM WATER
UTILITY EXTENSION
18" STORM WATER STUB
INV: 4740.58

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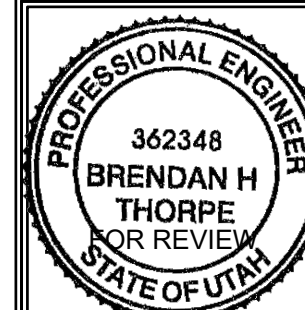
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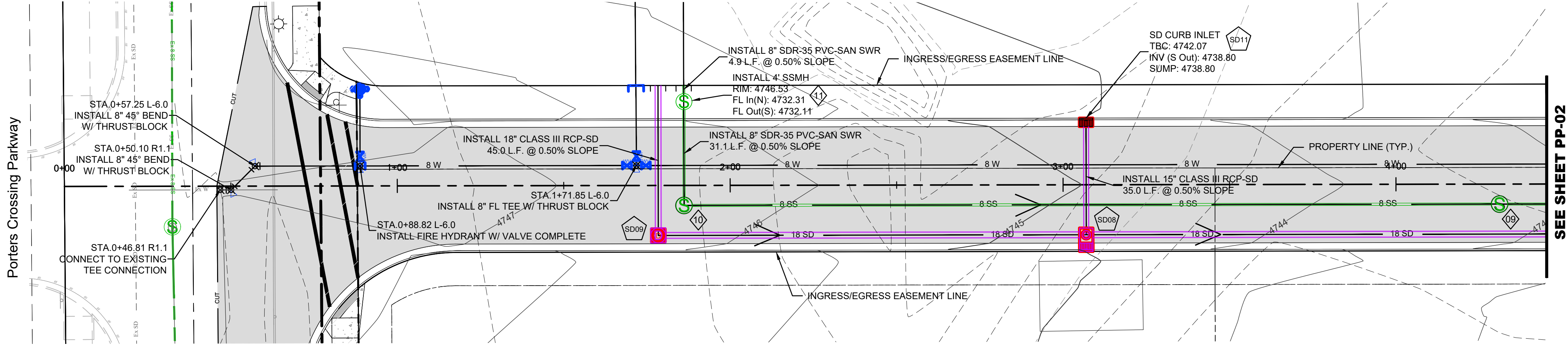
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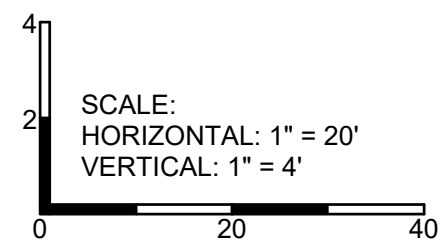
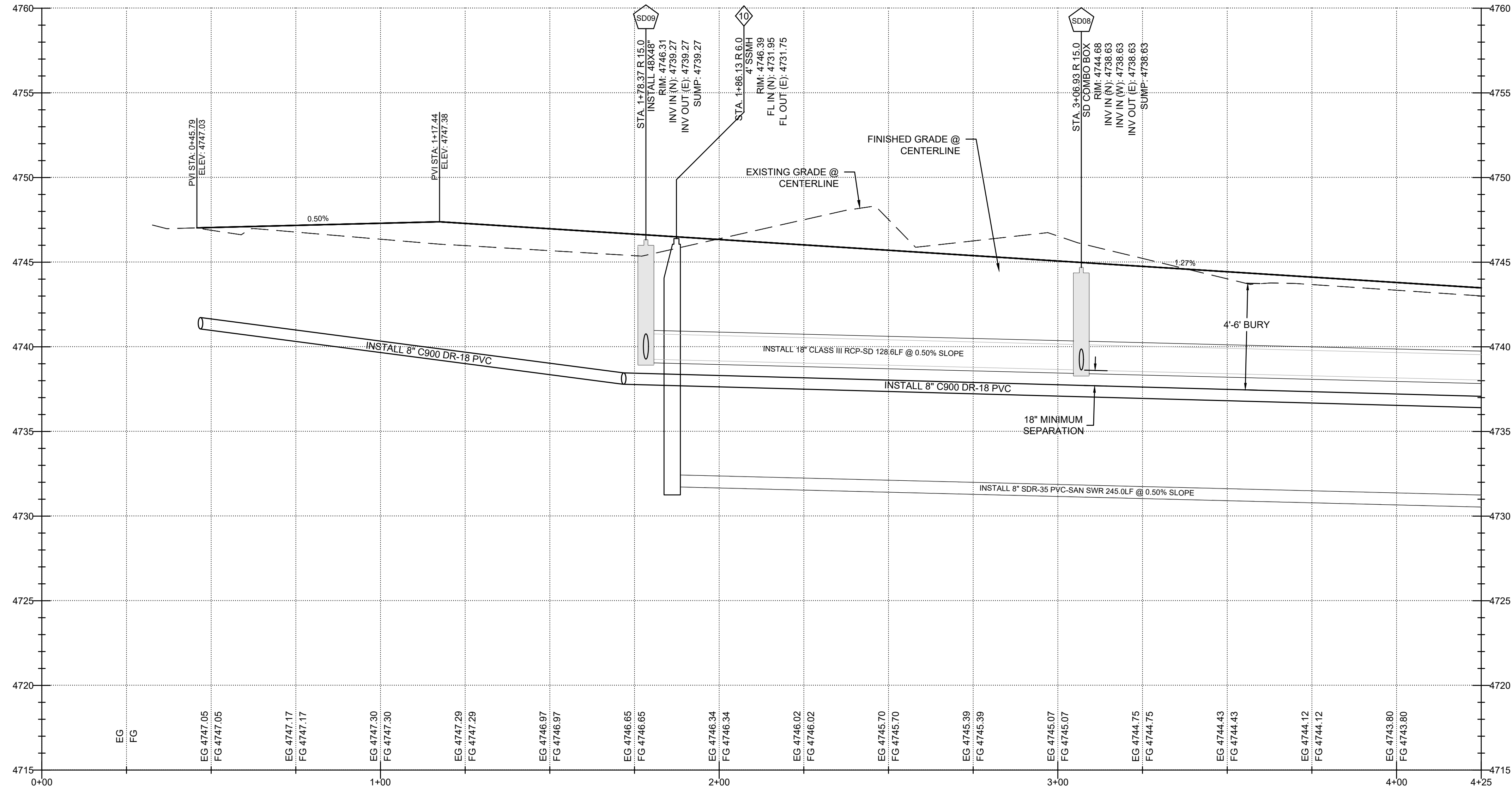
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SEE SHEET PP-02

SHEET PP-01

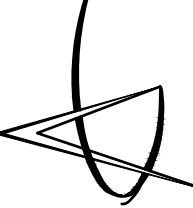


Scale 1" = 20'

EAGLE SQUARE COMMERCIAL SUBDIVISION MASTER PLANS

PLAN & PROFILE

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Ward Engineering Group
Planning Engineering Surveying



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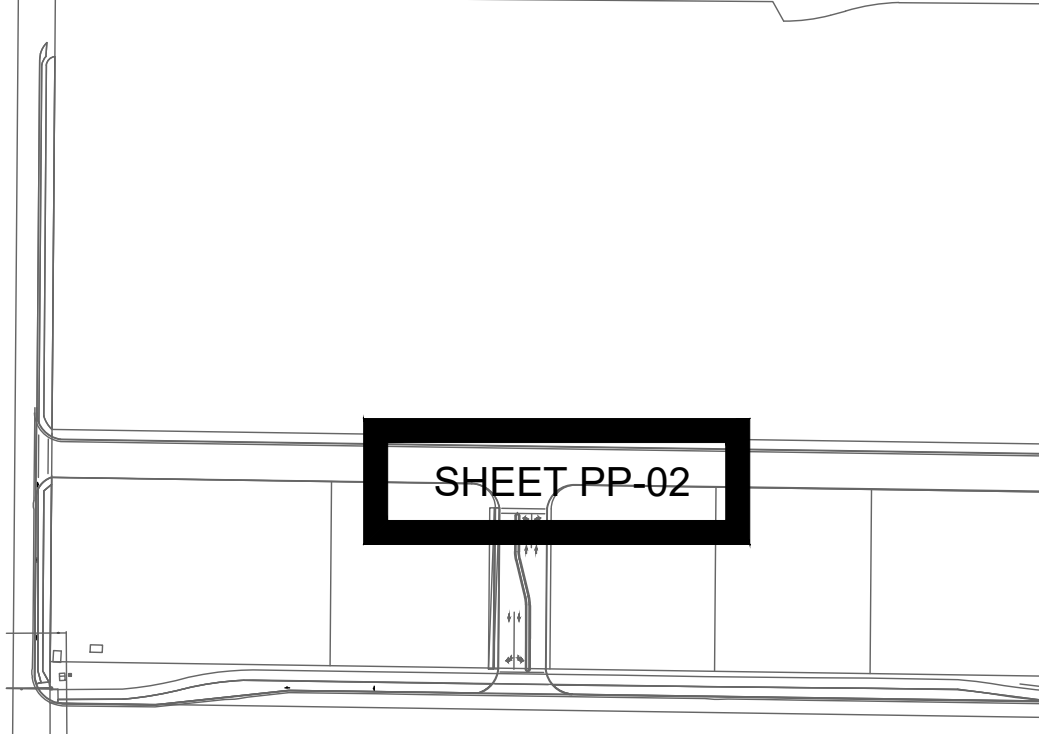
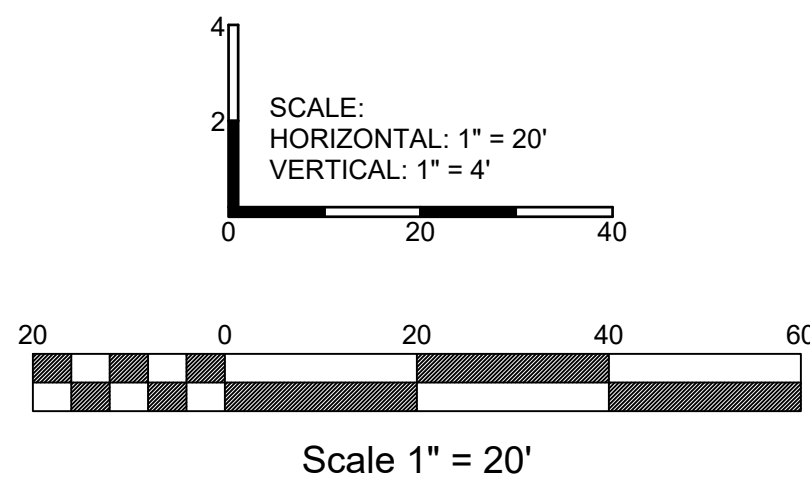
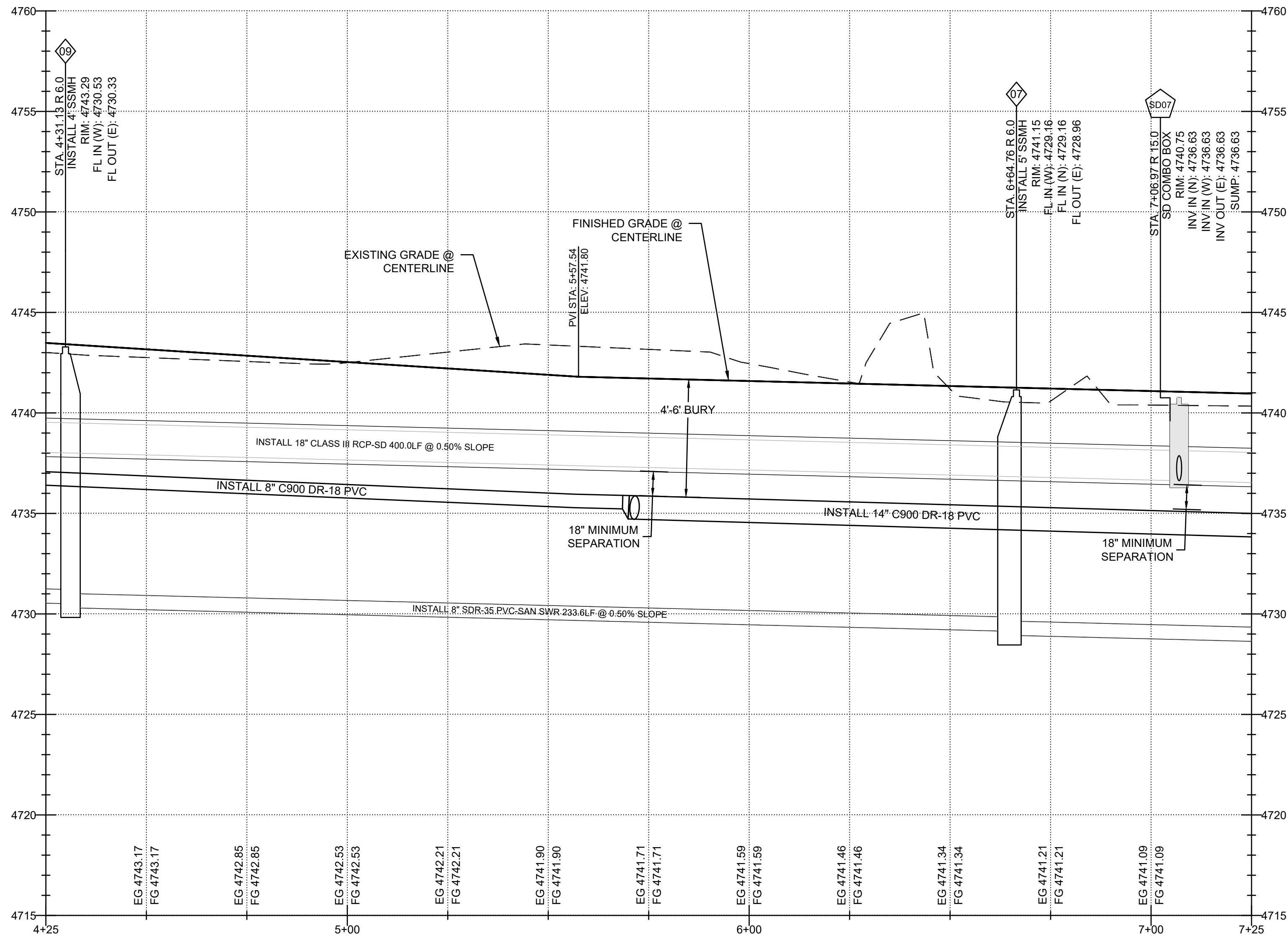
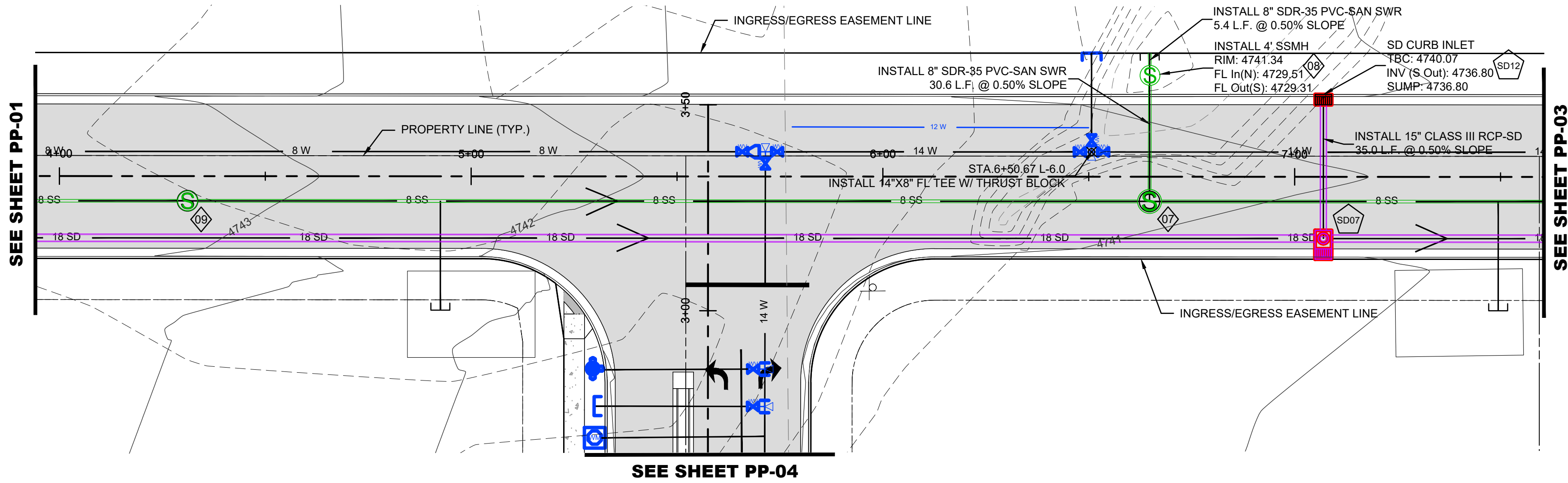
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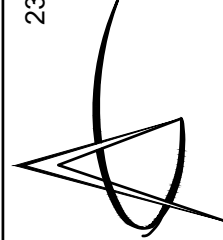
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EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

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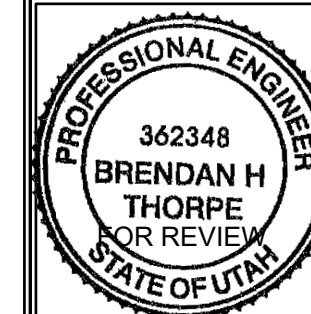
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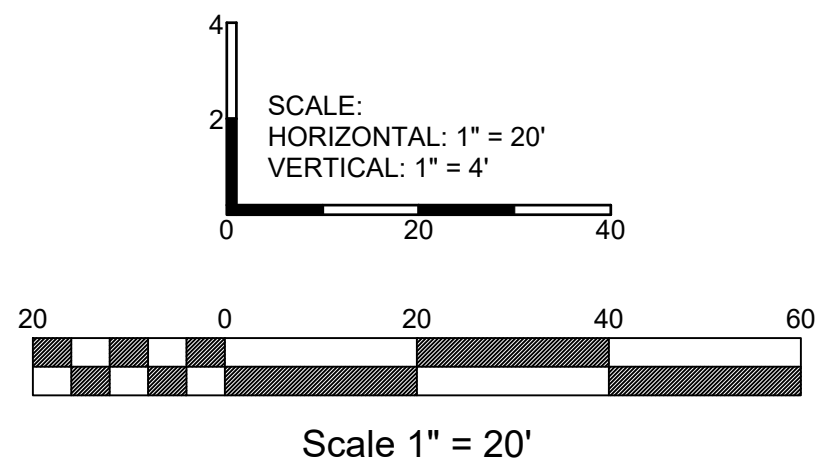
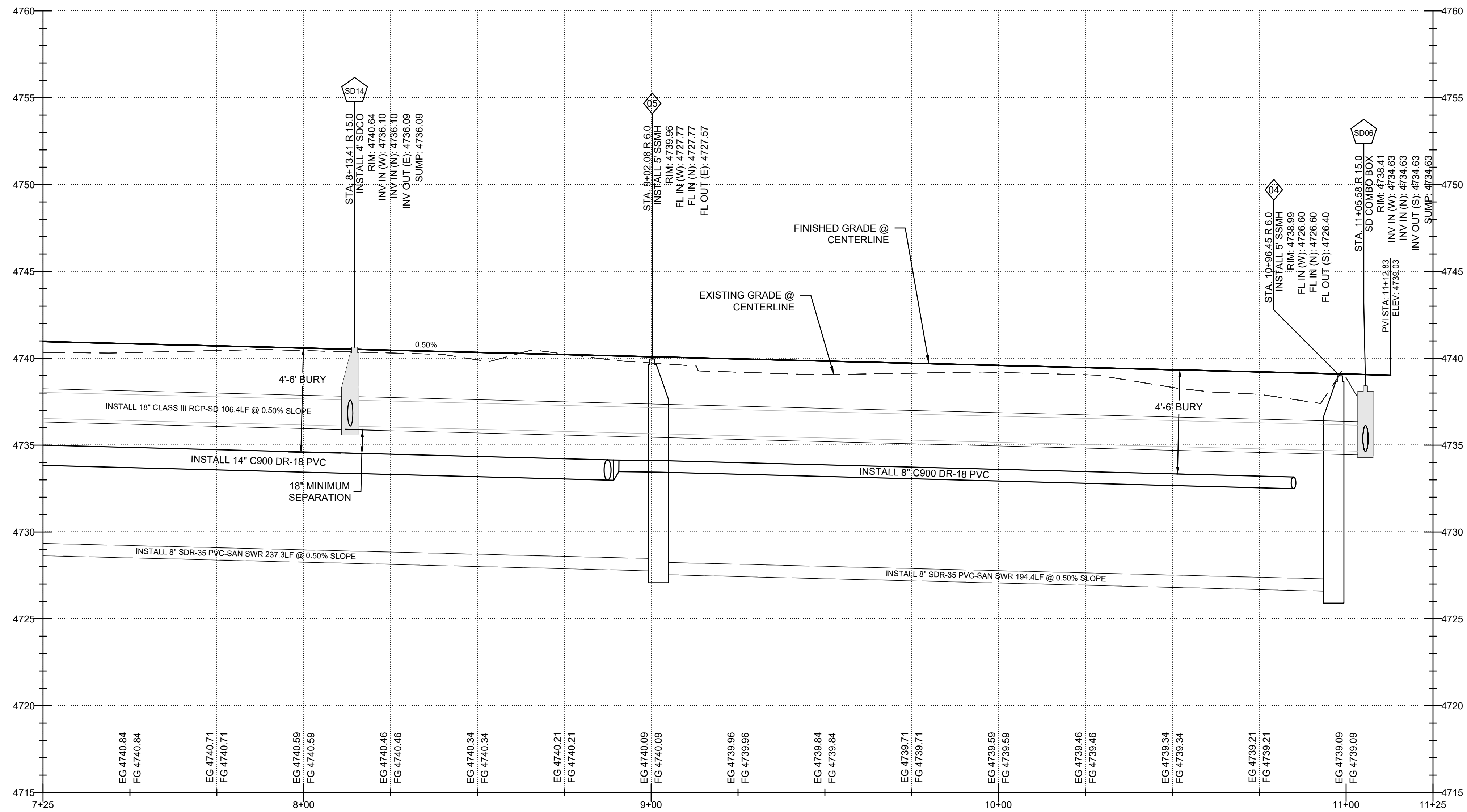
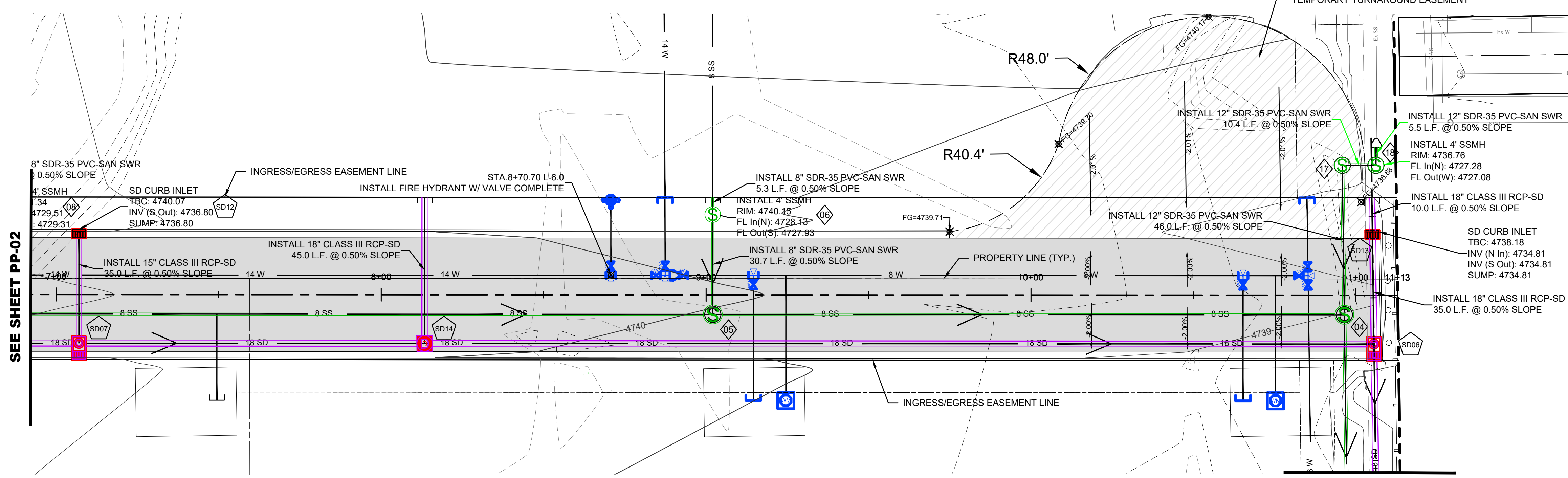
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PP-02



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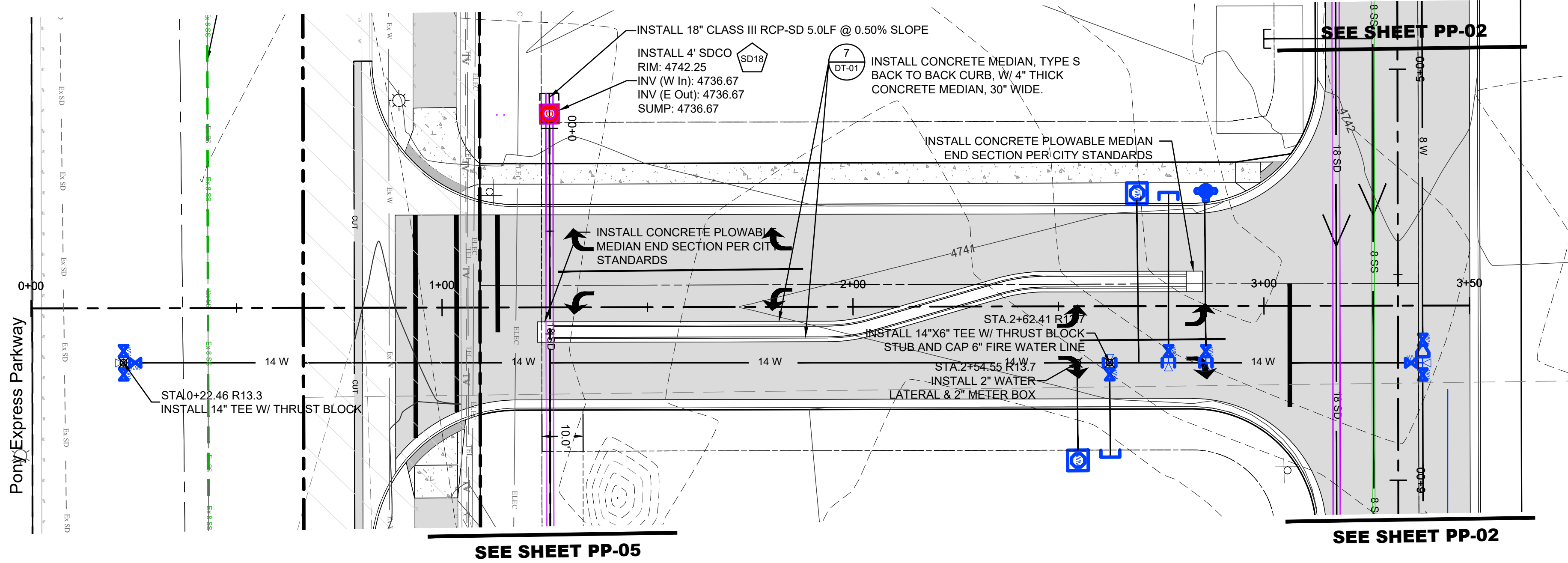
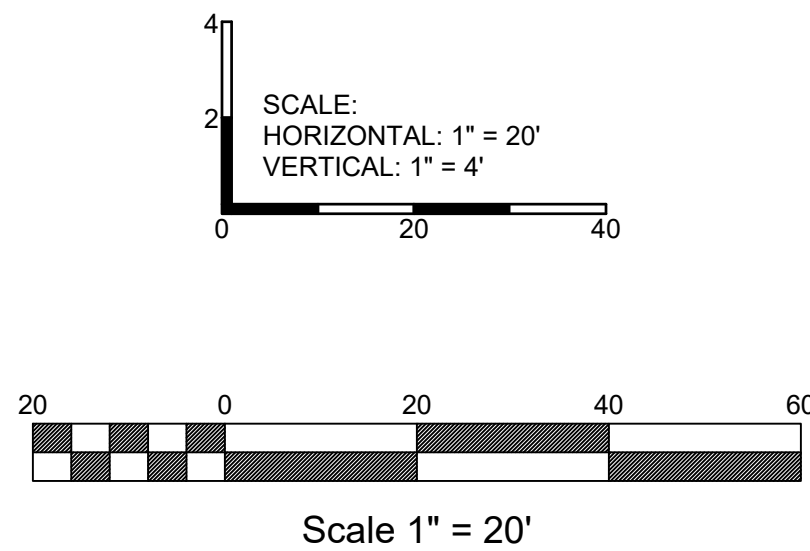
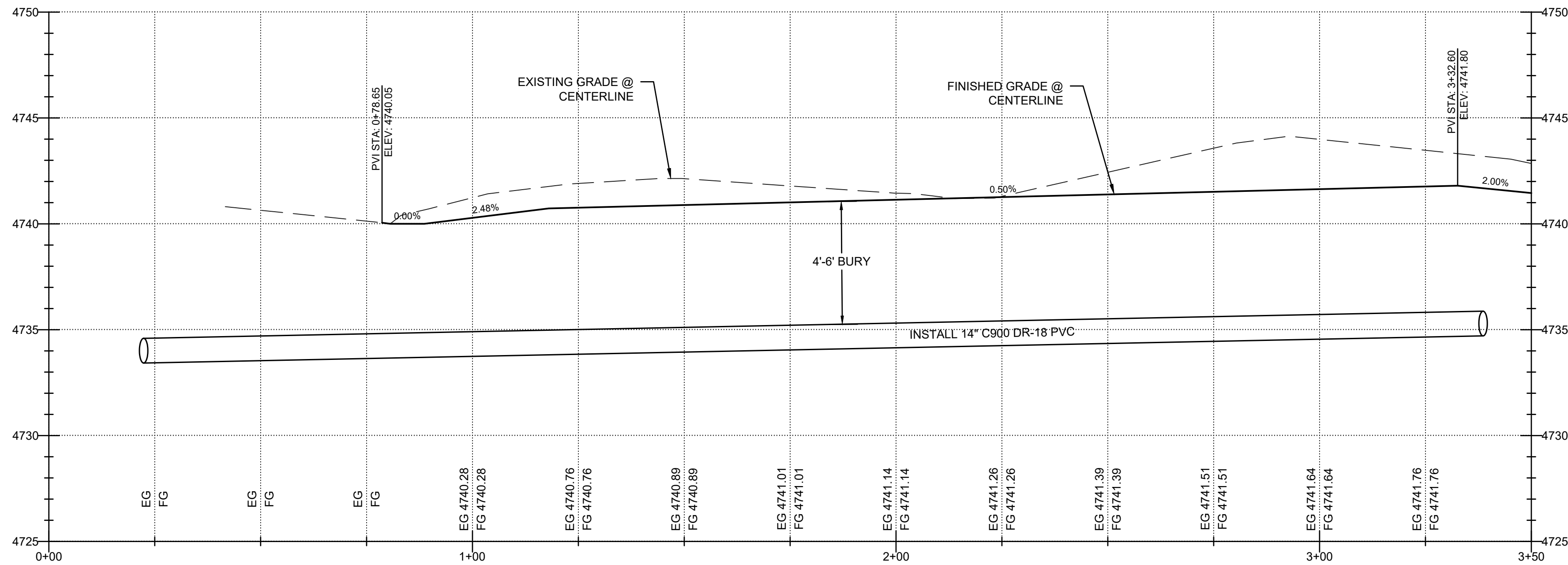
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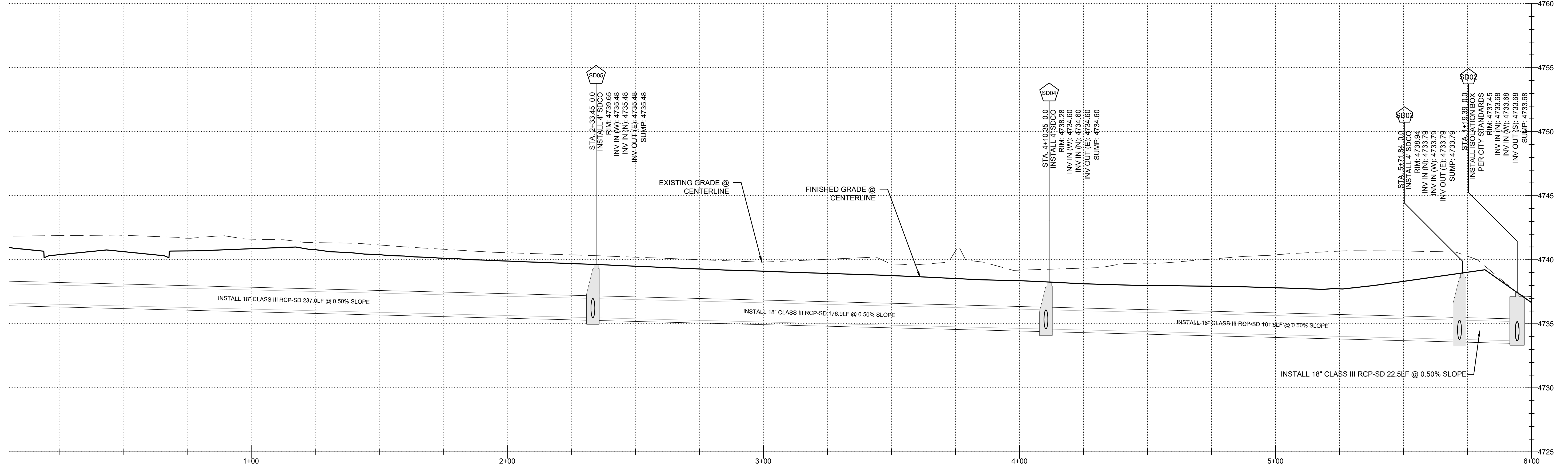
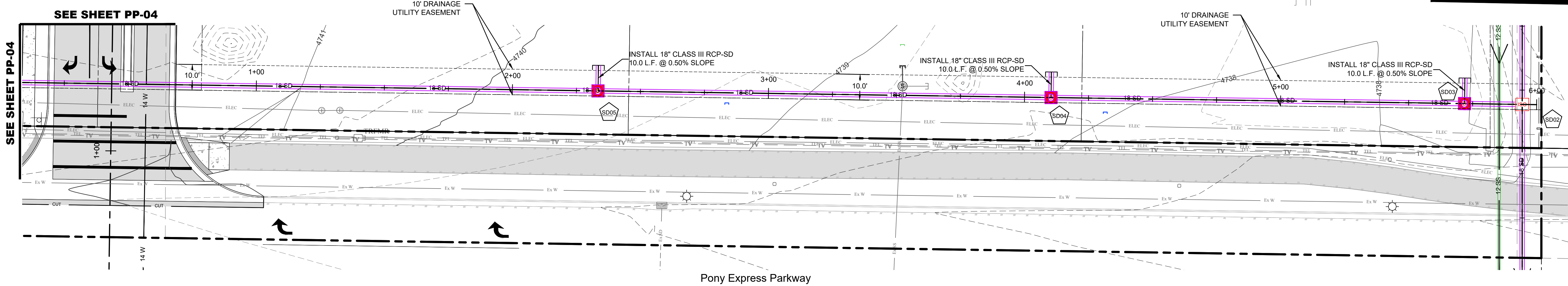
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PP-04



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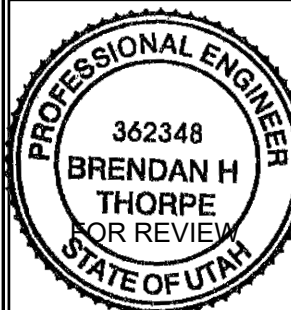
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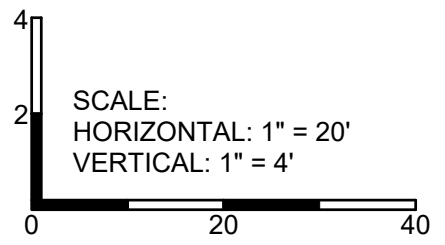
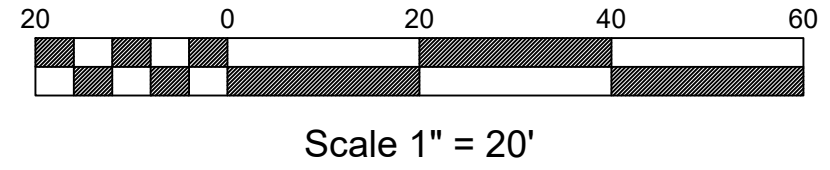
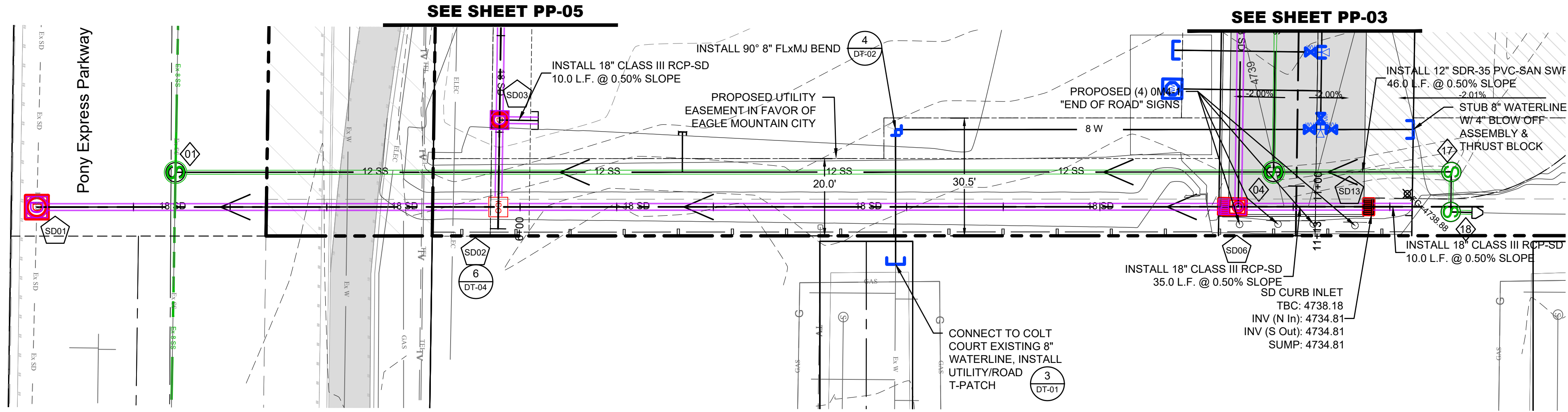
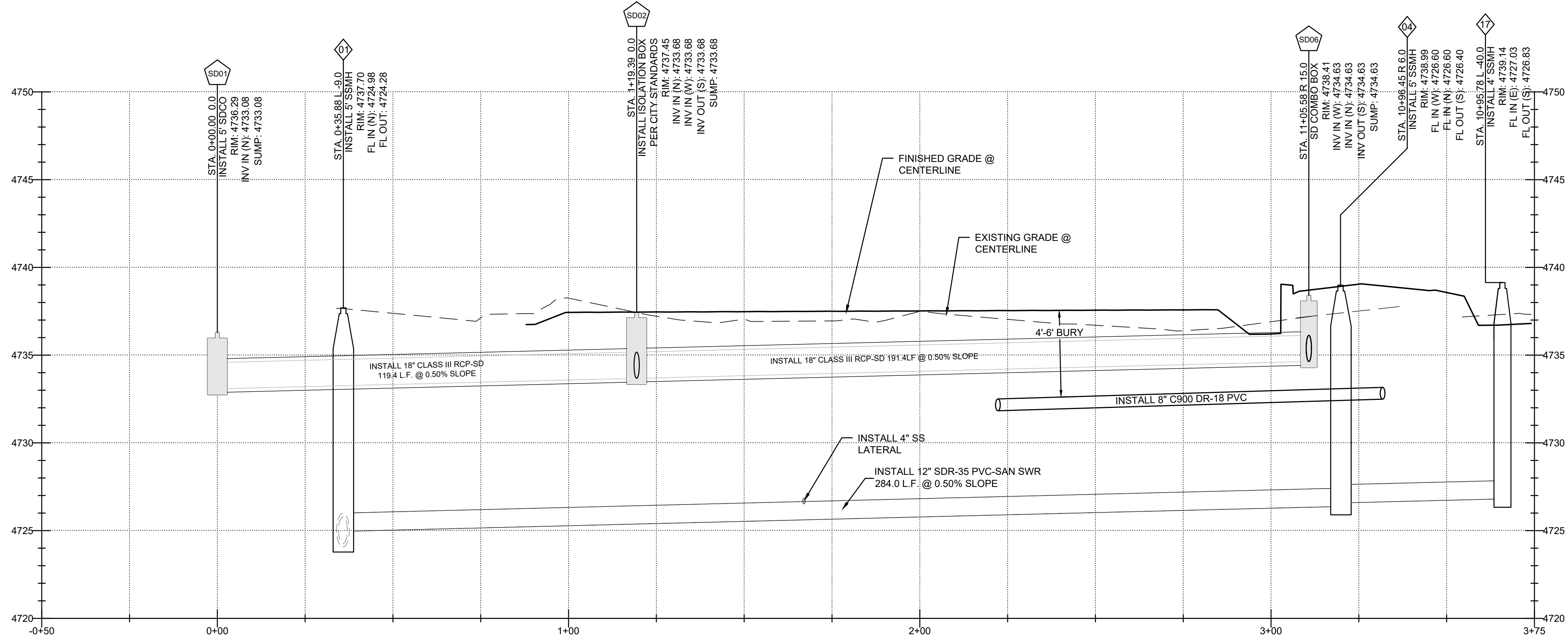
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SUBDIVISION MASTER PLANS
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1 TYPE A CURBING

2 SIDEWALK DETAIL

3 BITUMINOUS T-PATCH

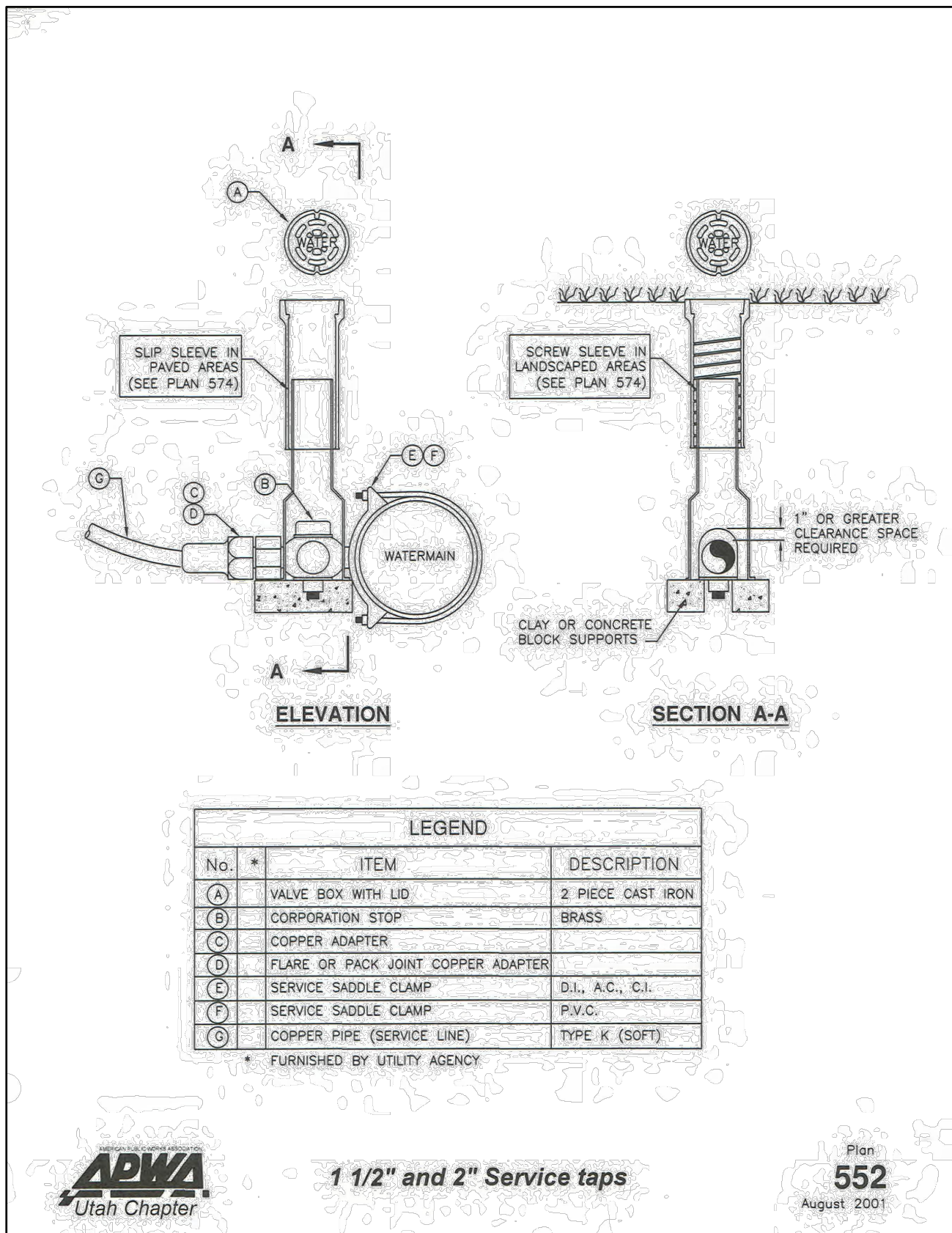
4 CURB CORNER CUT - ADA COMPLIANCE

5 CURB CORNER CUT TRANSITION

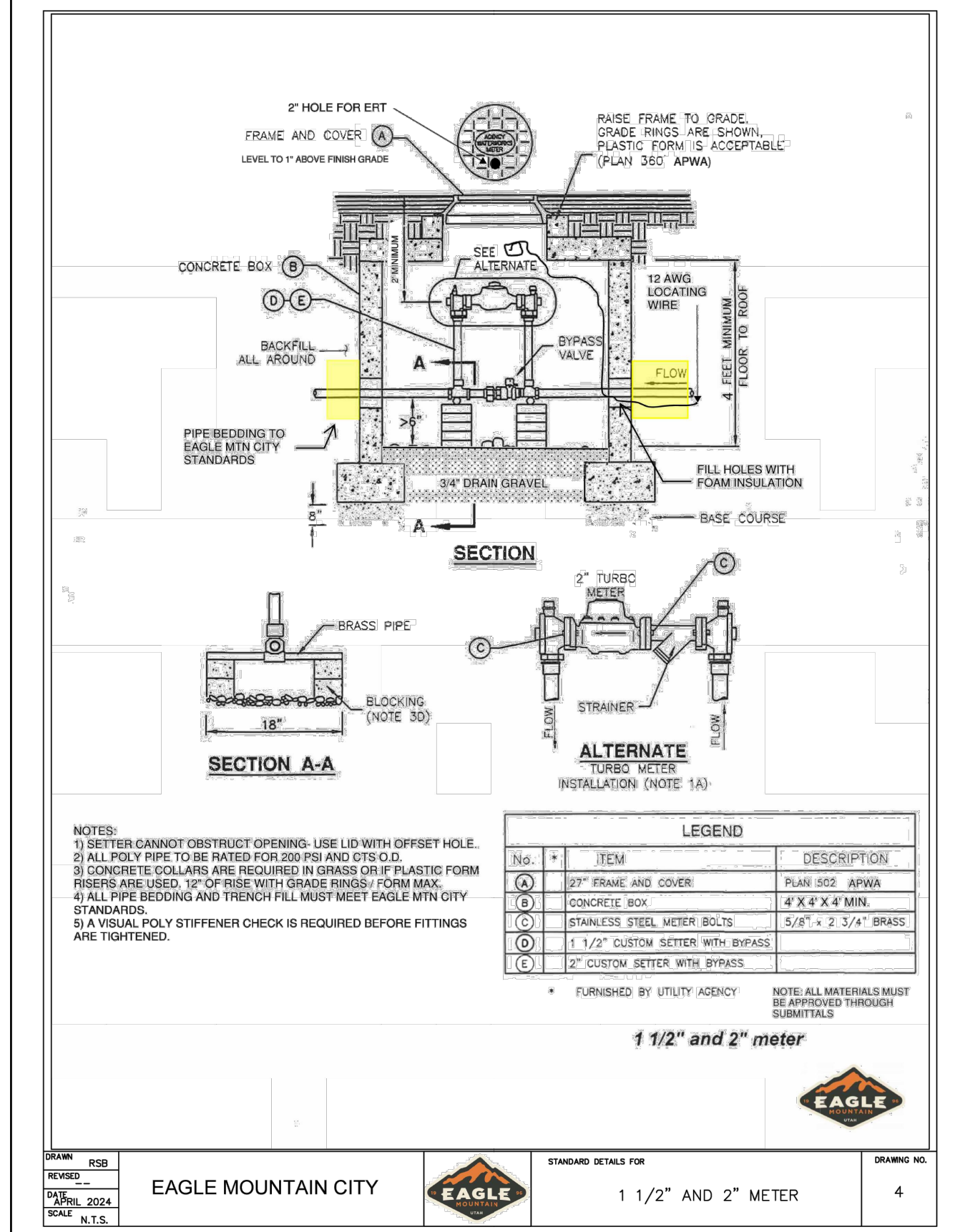
CUT TRANSITION

6 CONCRETE WATERWAY

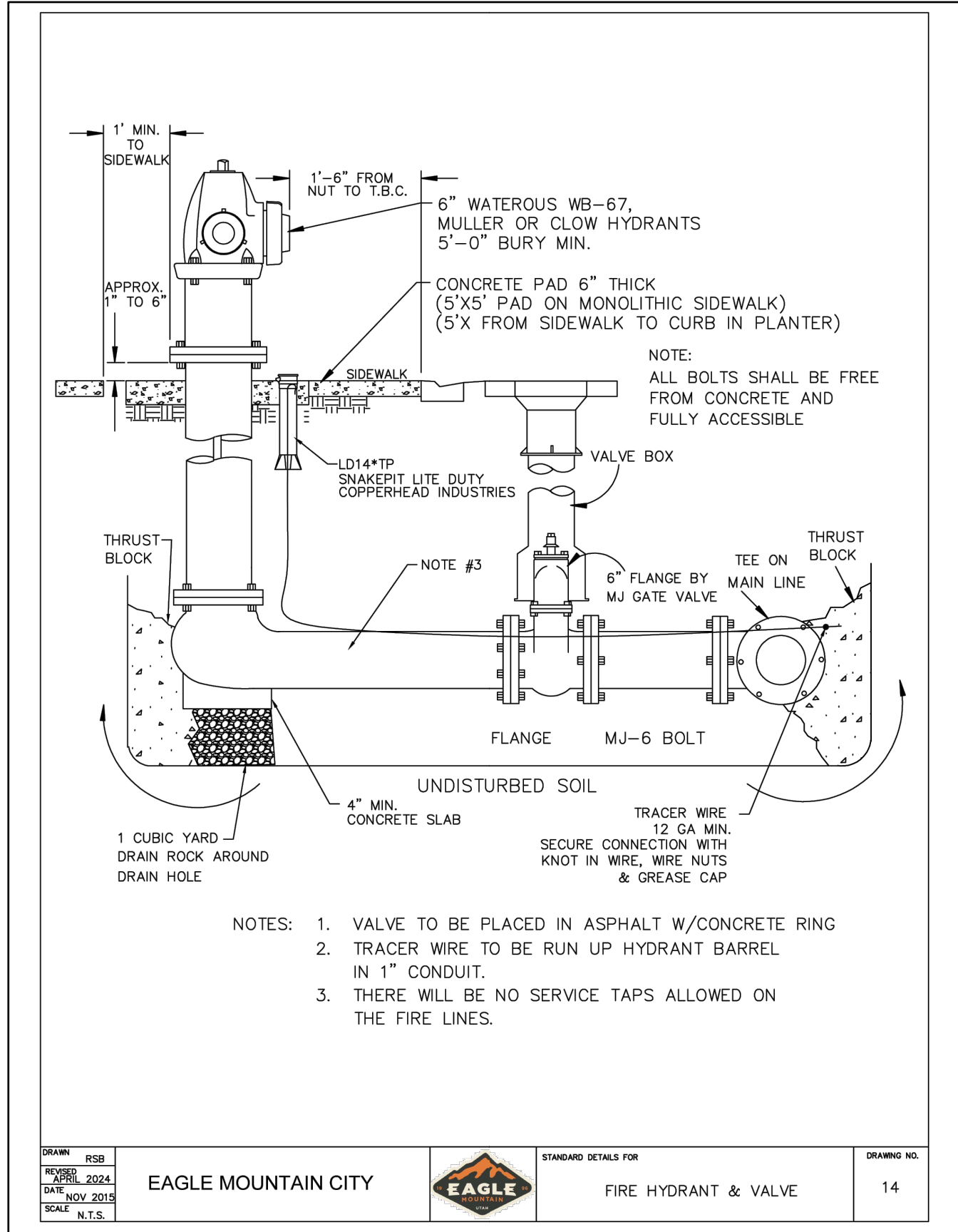
7 TYPE S MOUNTABLE CURB



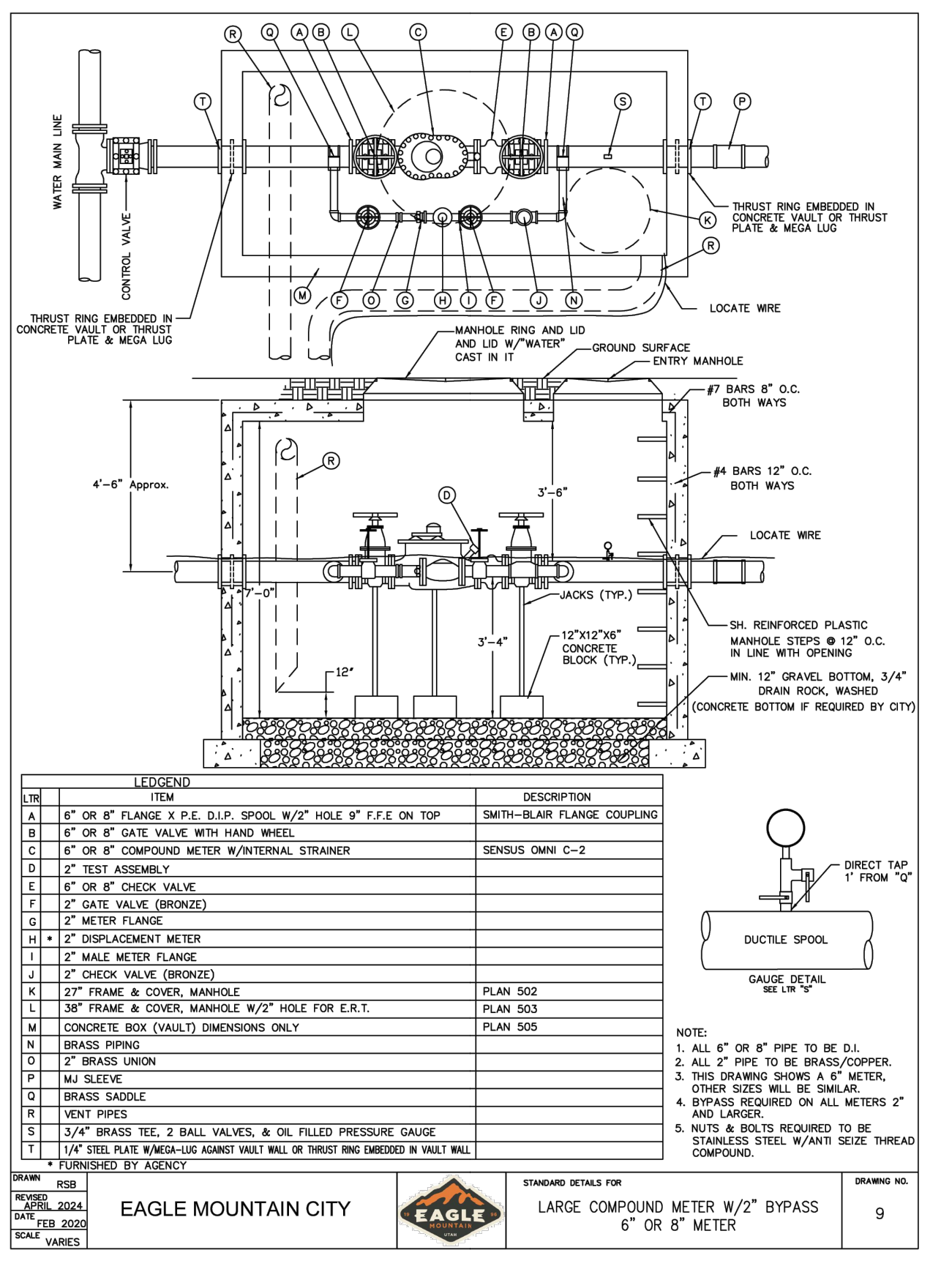
1 2" CULINARY SERVICE CONNECTION
NTS



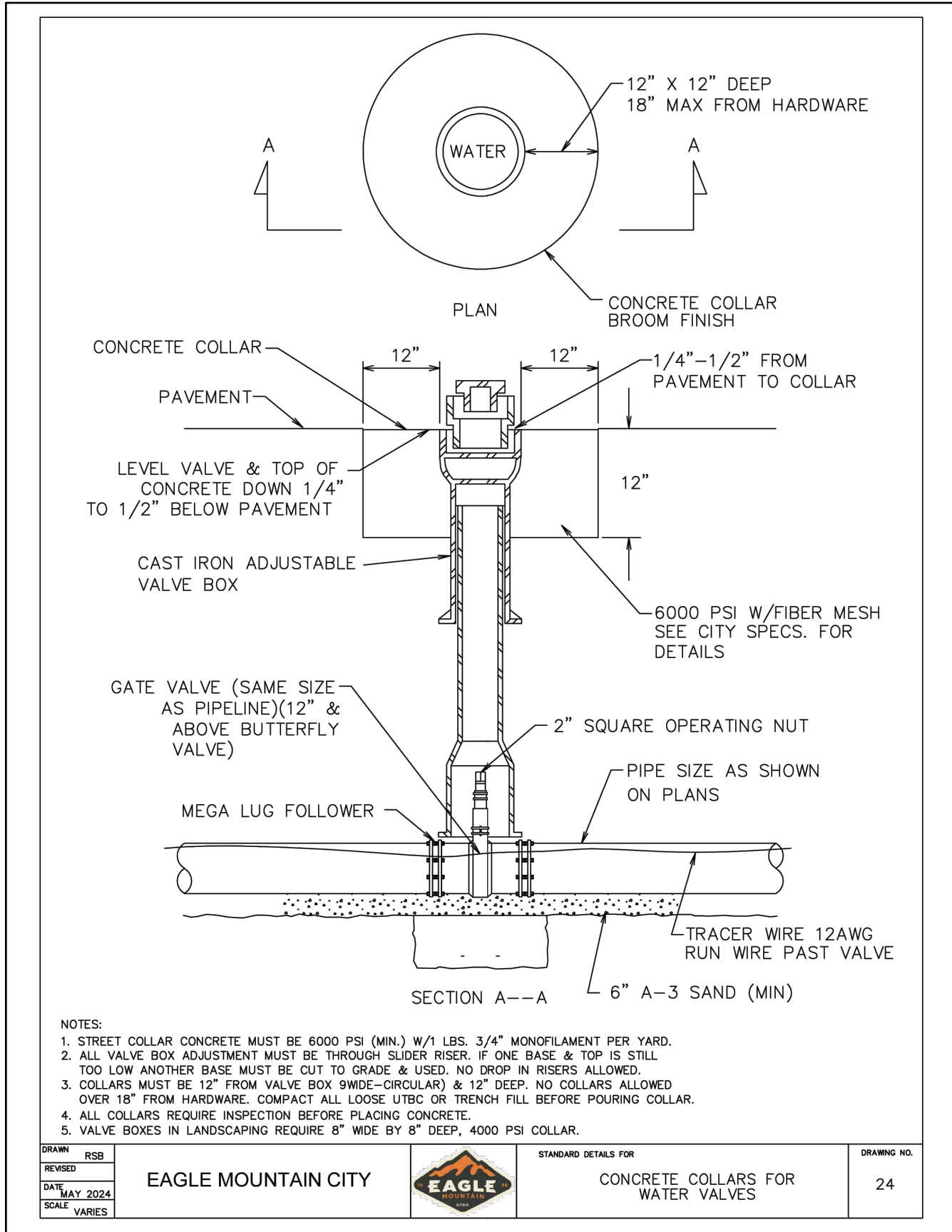
5 2" CULINARY METER
NTS



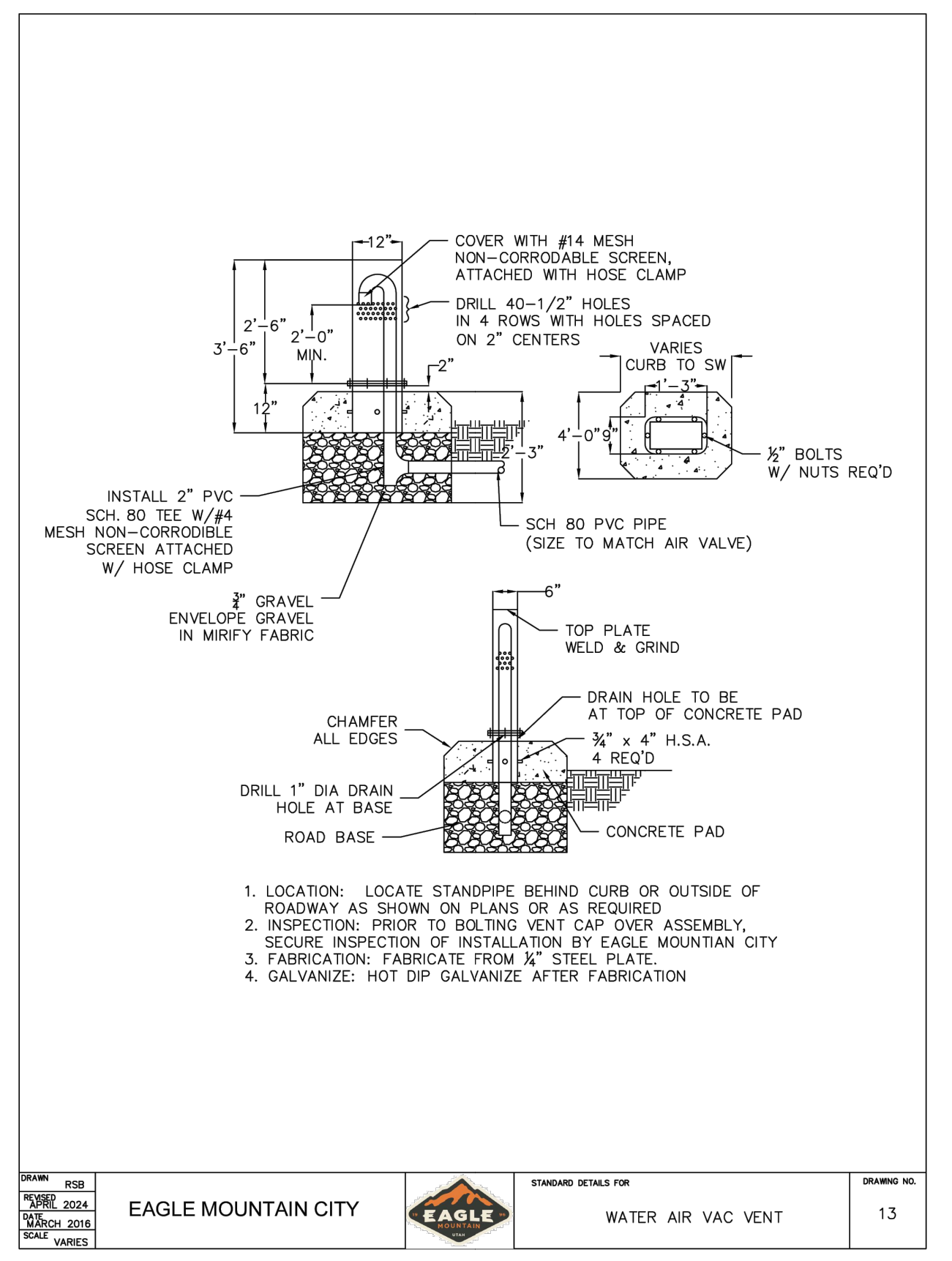
2 FIRE HYDRANT & VALVE
NTS



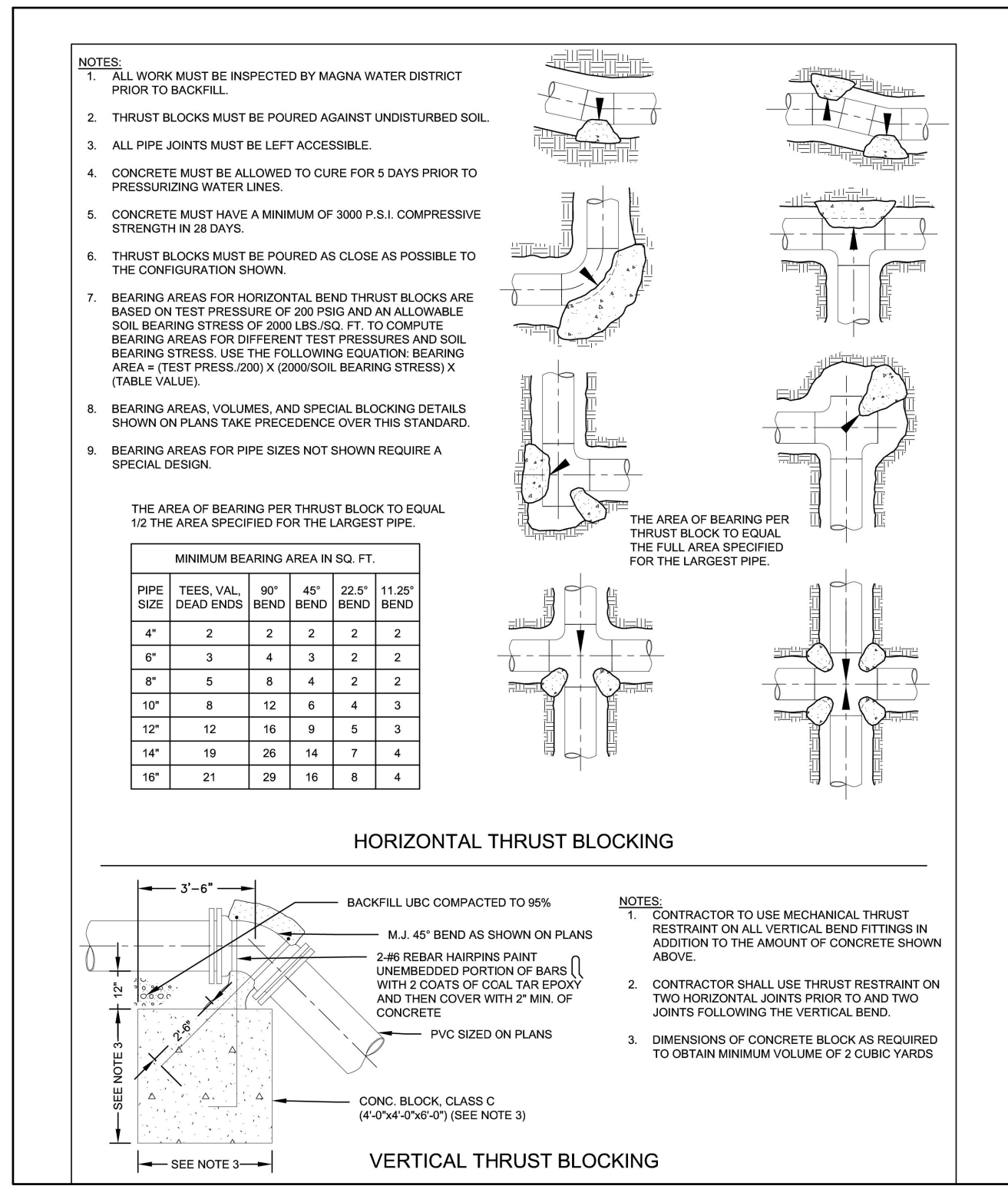
6 6" CULINARY METER VAULT
NTS



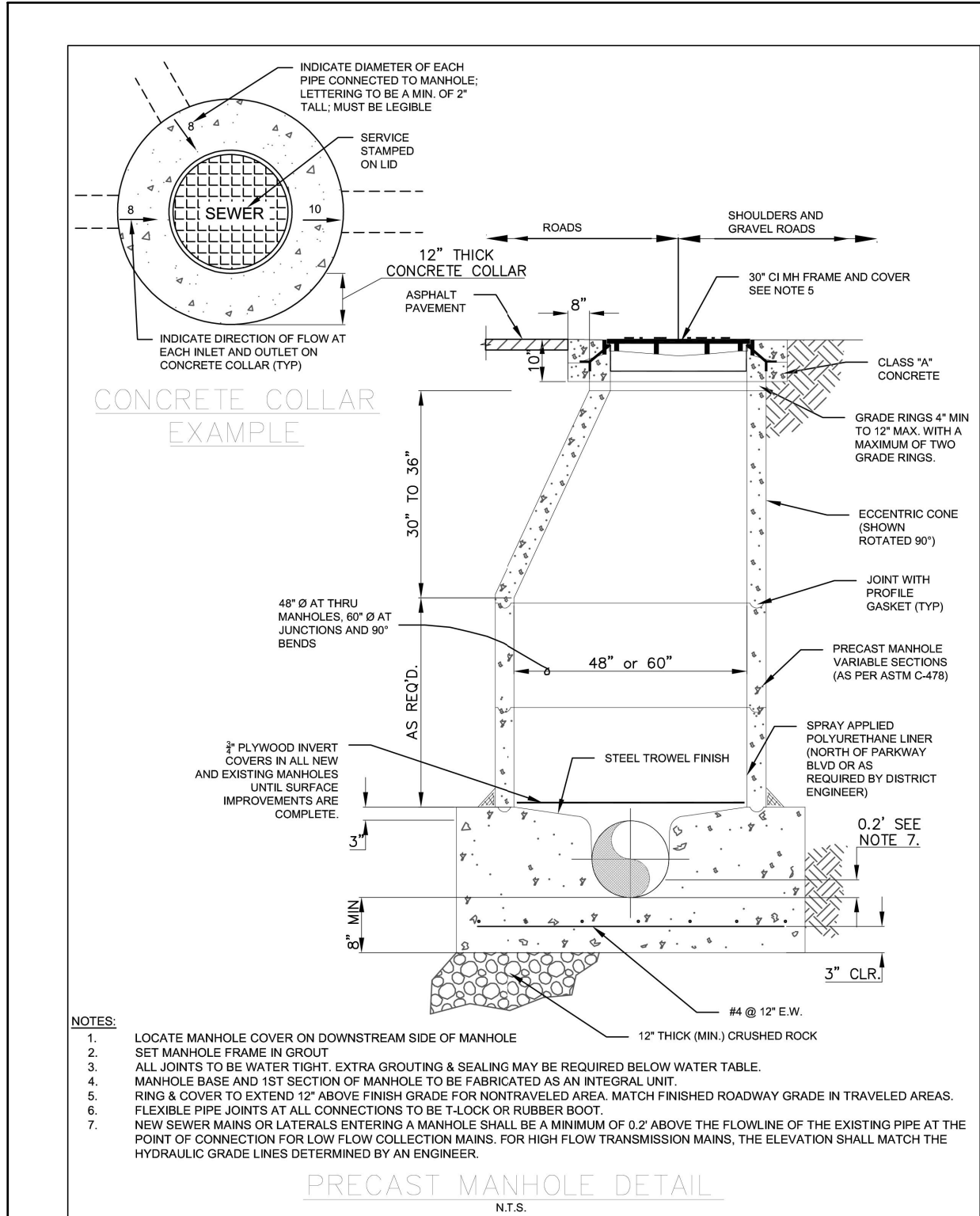
3 GATE VALVE DETAIL
NTS



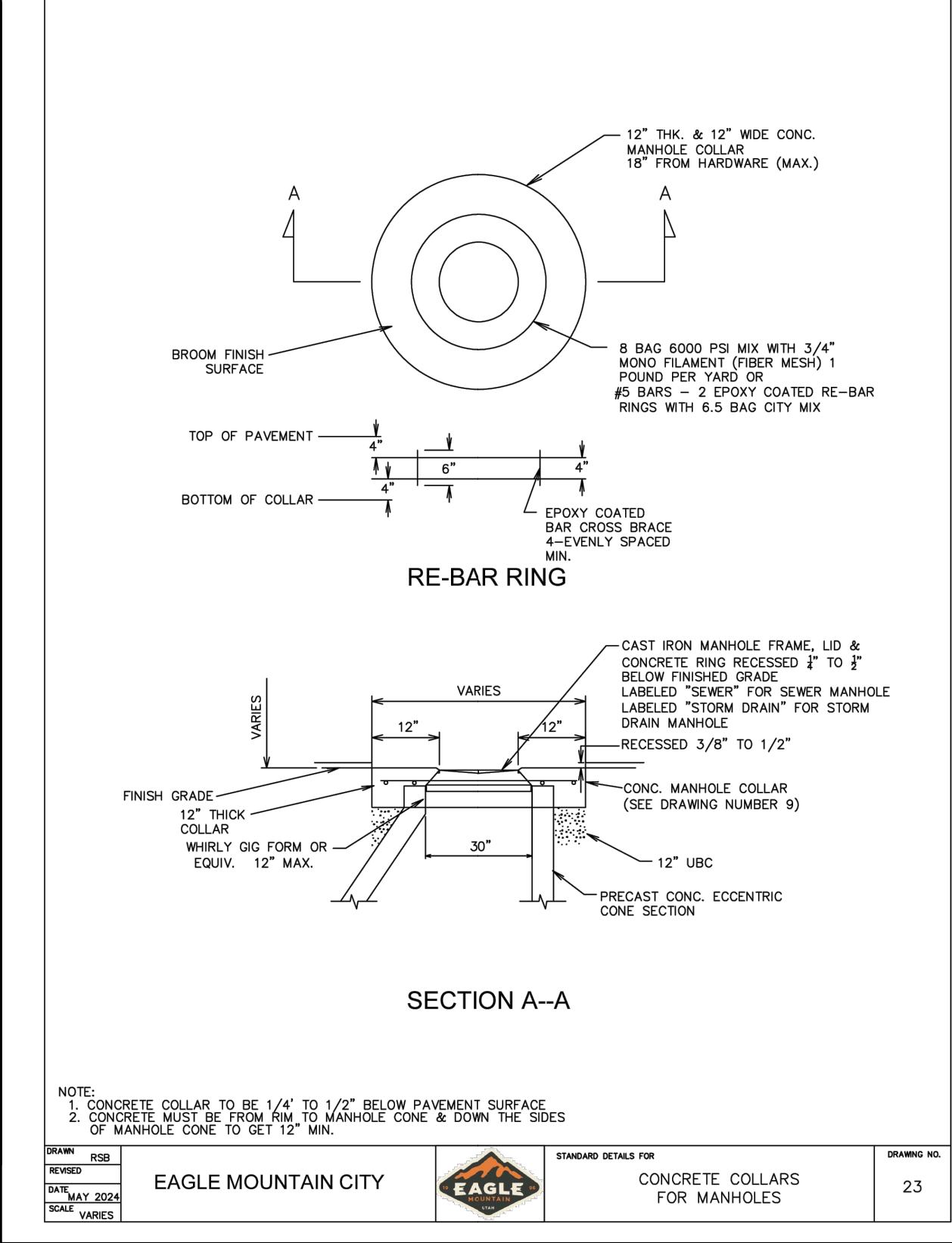
7 WATER AIR VAC VENT
NTS



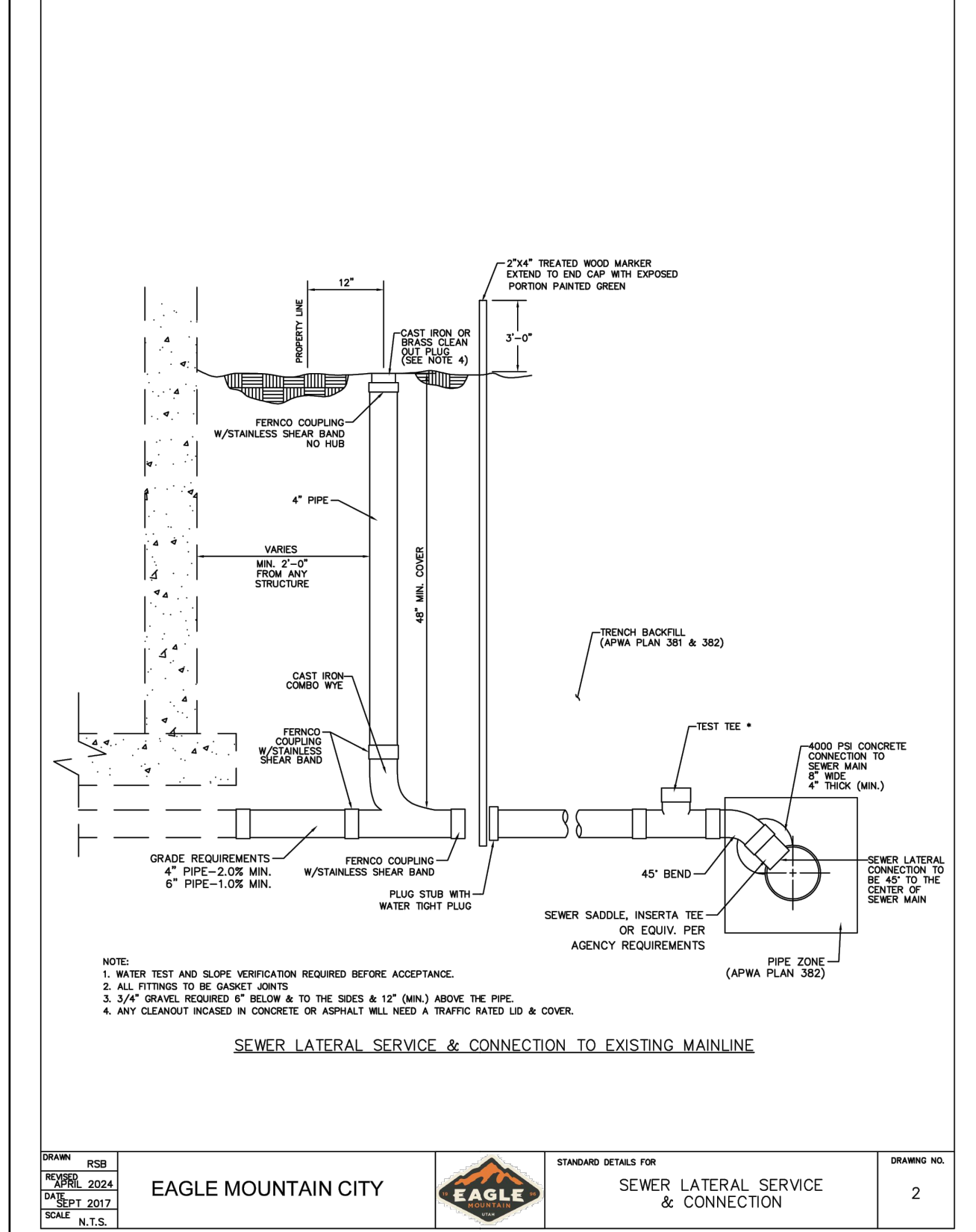
4 THRUST BLOCK
NTS



1 SANITARY SEWER MANHOLE
NTS



2 SEWER LATERAL
NTS



3 PRESSURIZED SEWER TO GRAVITY SEWER TRANSITION
NTS - VERTICAL SCALE EXAGGERATED

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS
SEWER DETAILS

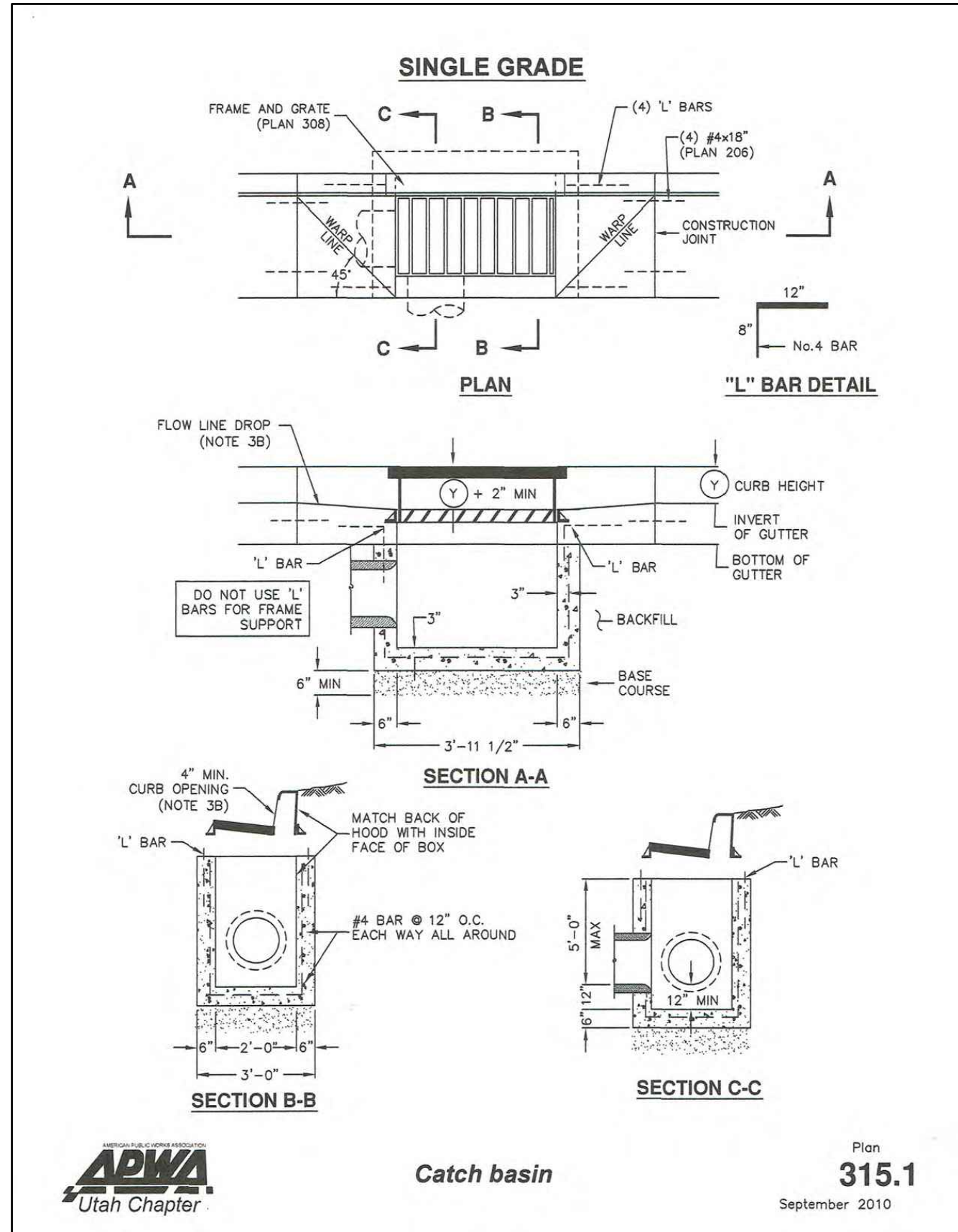
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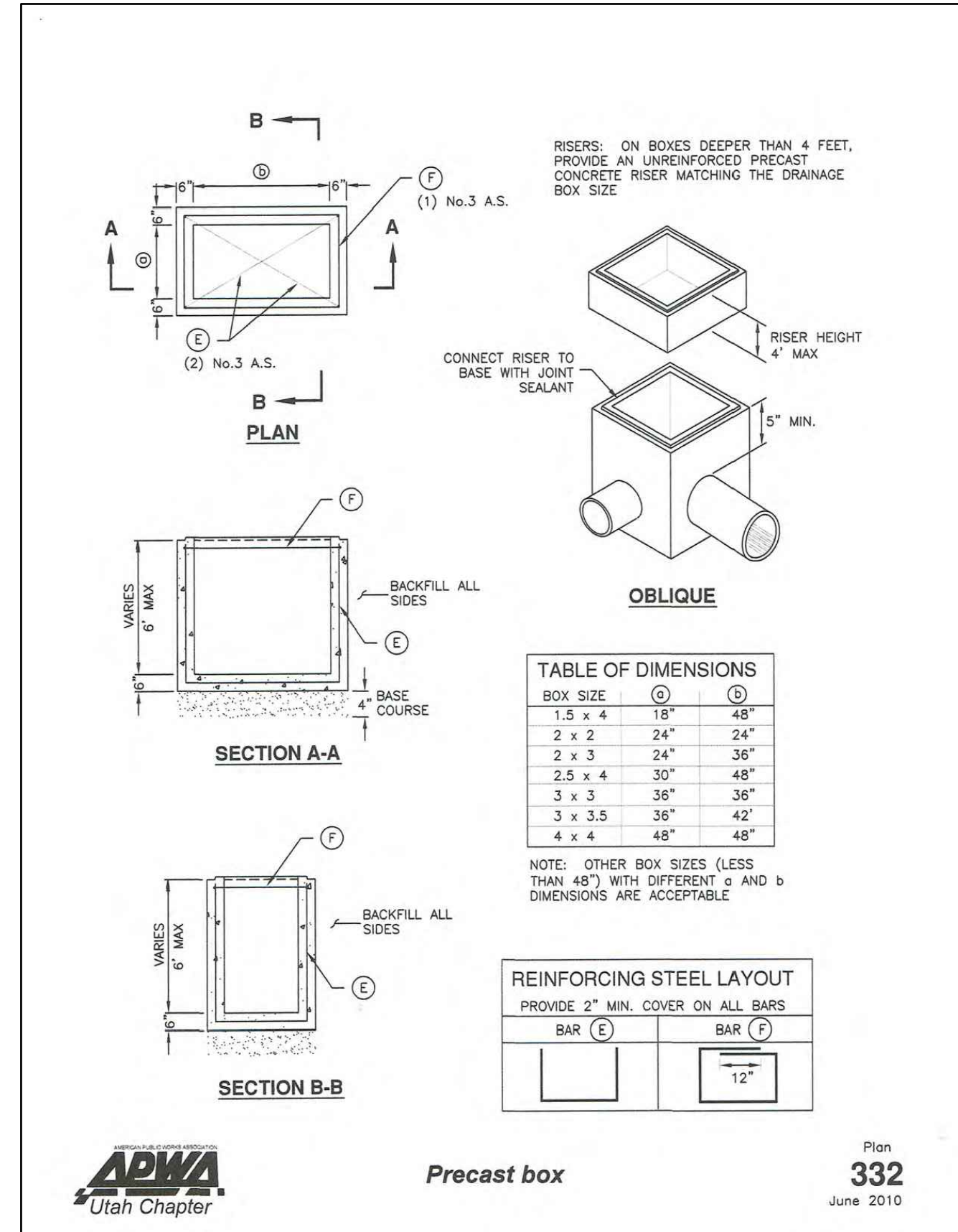
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PROFESSIONAL ENGINEER
362348
BRENDAN H THORPE
OR REVIEW
STATE OF UTAH

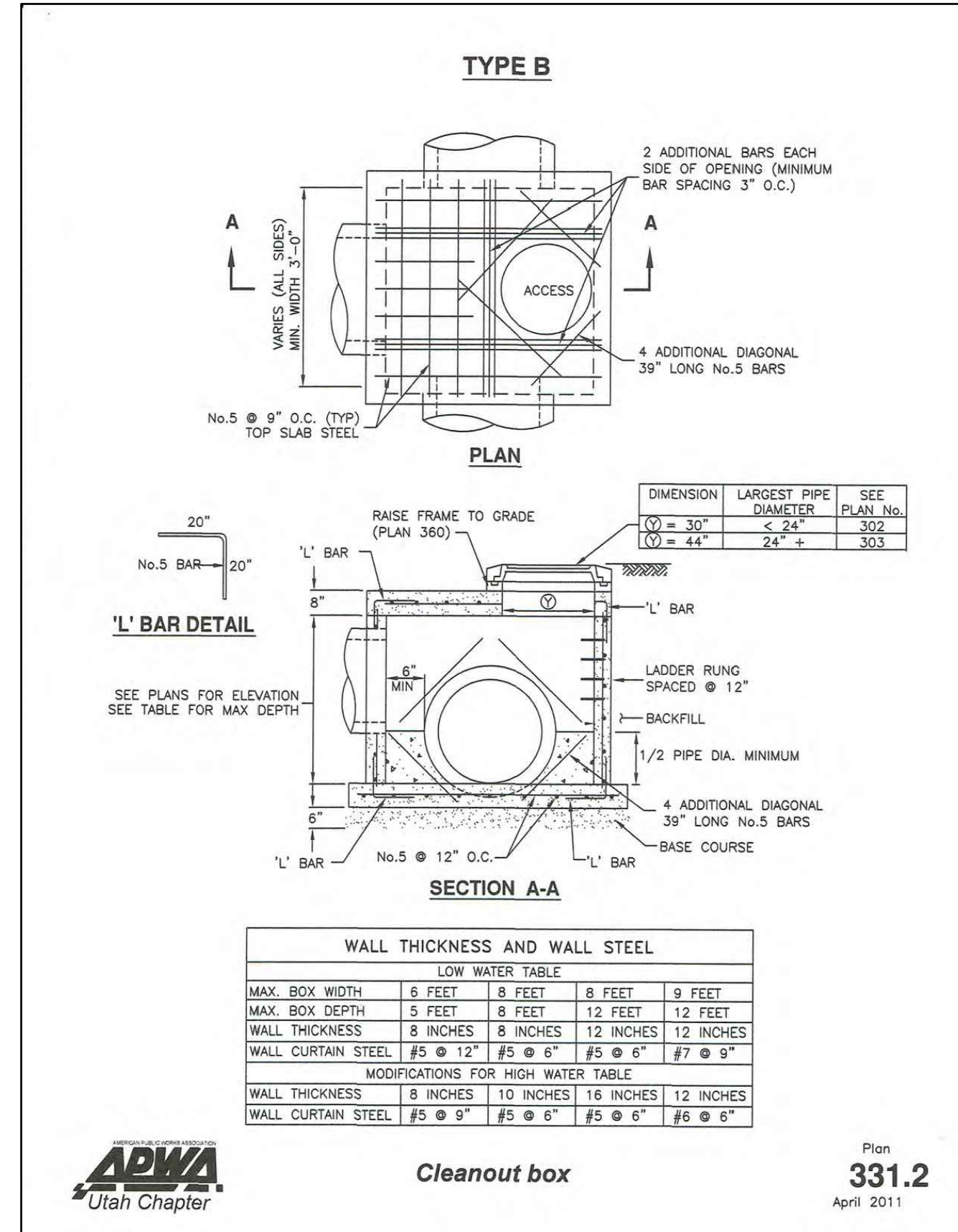
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DT-03



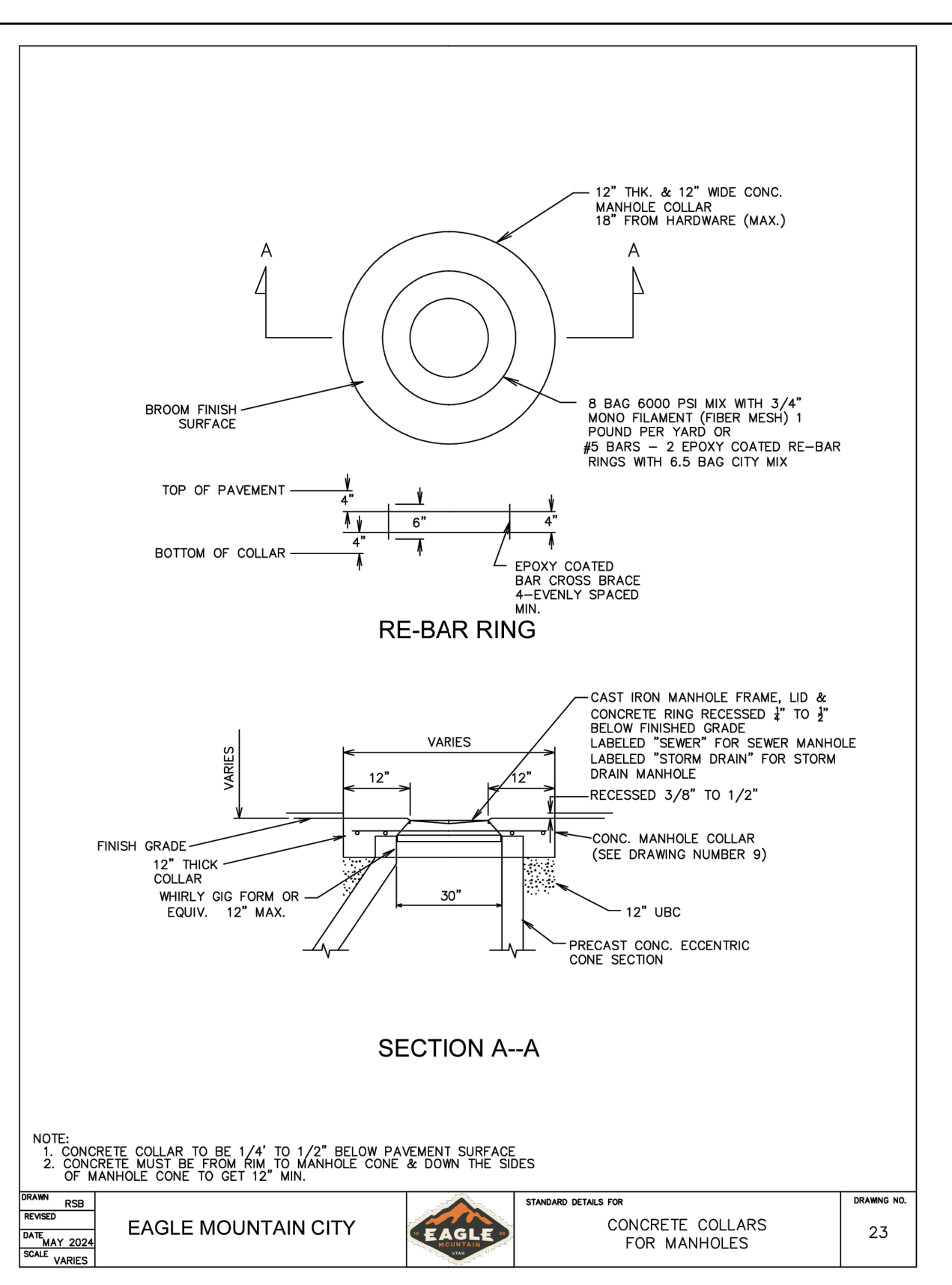
1 SINGLE GRADE CATCH BASIN
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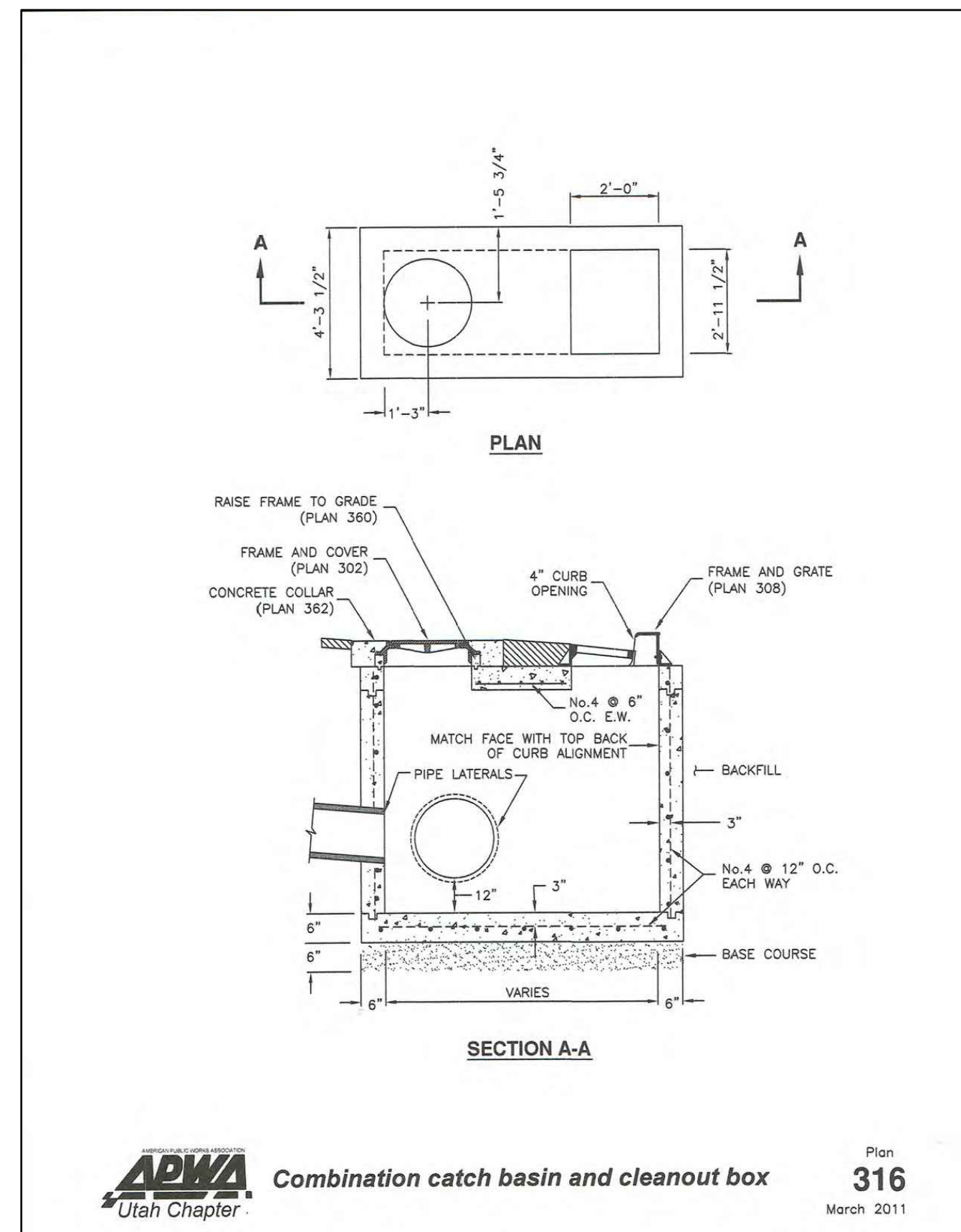
2 PRECAST BOX DETAILS (VARIBALE DIMENSIONS)
NTS



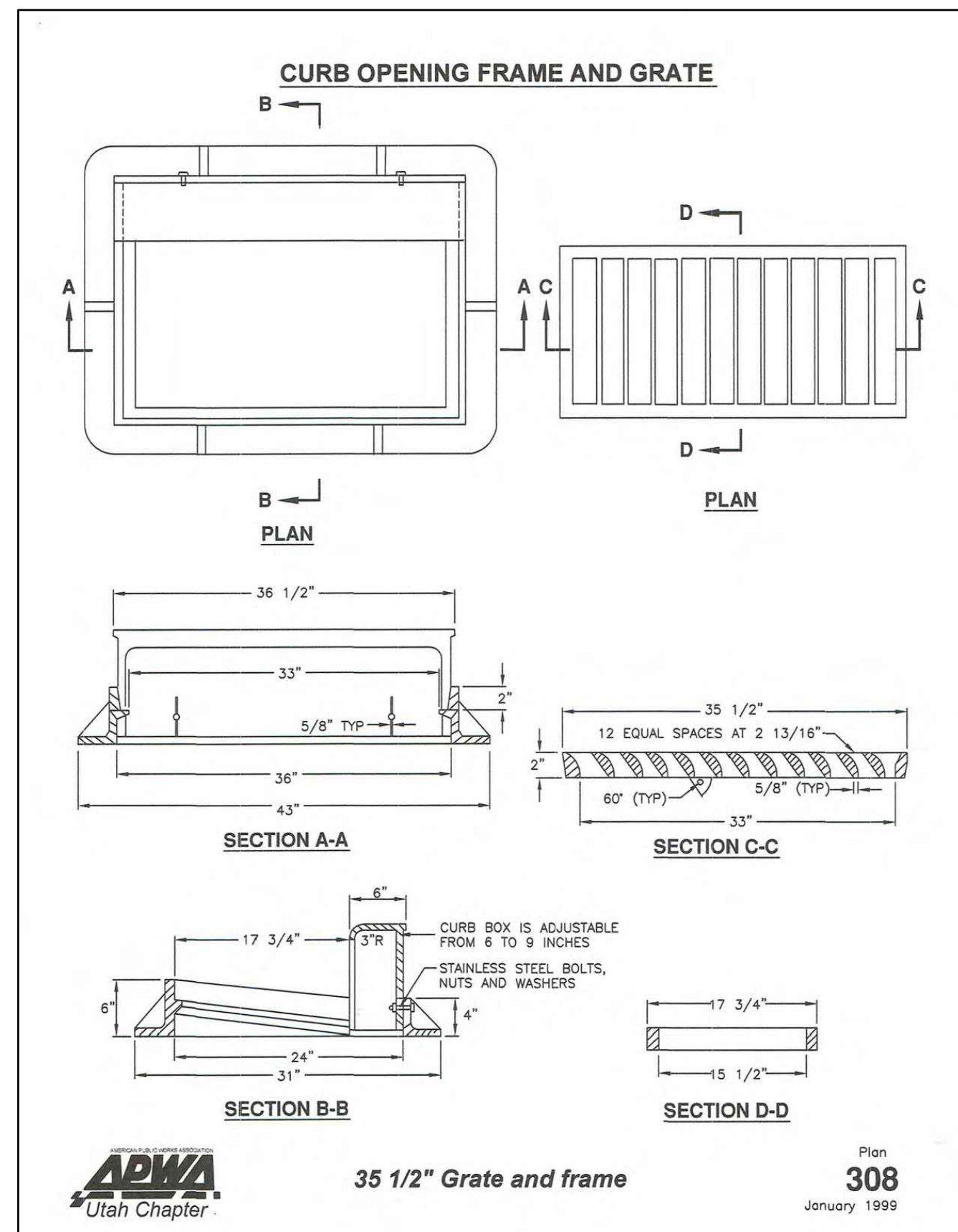
3 PRECAST STORMDRAIN CLEANOUT BOX (MANHOLE) DETAIL
NTS



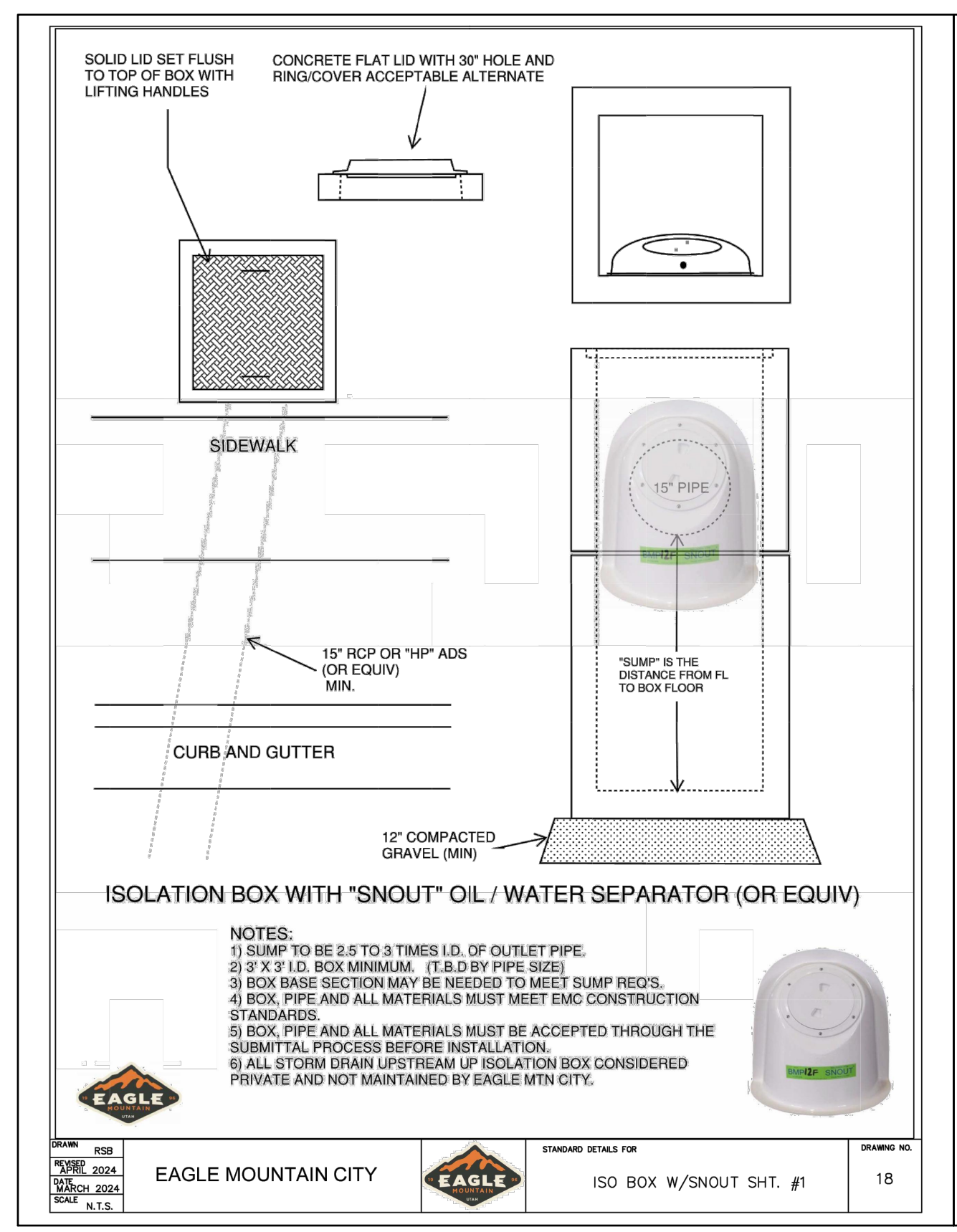
4 PRECAST STORMDRAIN CLEANOUT BOX (MANHOLE) DETAIL
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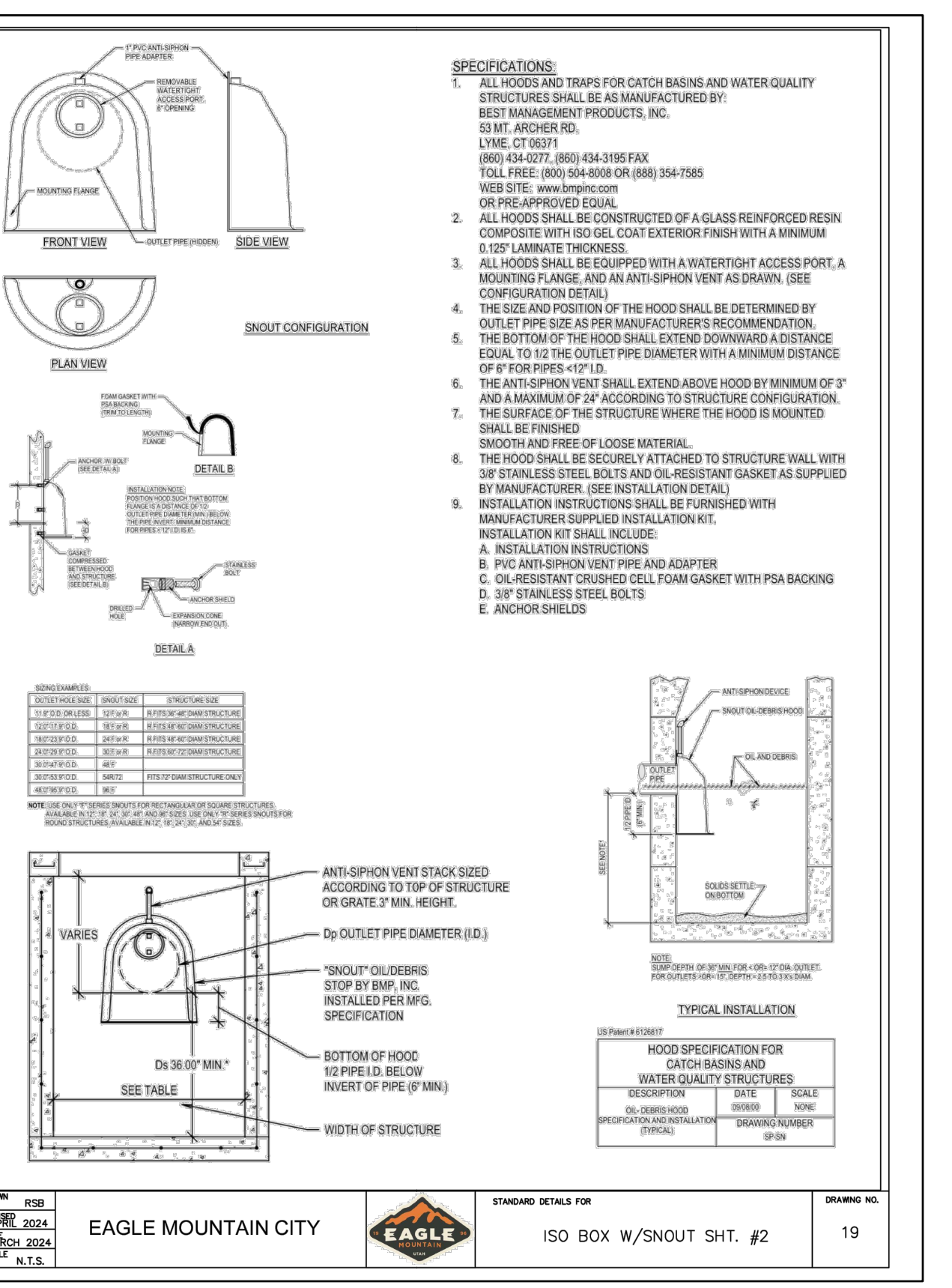
4 COMBINATION BOX DETAIL
NTS



5 CURB OPENING FRAME AND GRATE
NTS



6 ISOLATION BOX DETAIL
NTS



7 ISO BOX W/SNOOT SHT. #2
NTS

PLOT DATE AND TIME: 6/18/2024 1:21 PM

TAB: specs

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GENERAL CONSTRUCTION NOTES:

- PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OR DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIM SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR LANDSCAPE DESIGNER FOR EXCESS OR DEFICIENCY THEREIN, ACTUAL OR RELATIVE.
- THE LANDSCAPE DESIGNER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES OF PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE LANDSCAPE DESIGNER. THE CONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- THE CONTRACTOR SHALL MAKE NO CLAIM AGAINST THE OWNER OR THE LANDSCAPE DESIGNER REGARDING ALLEGED INACCURACY OF CONSTRUCTION STAKES. REMEDIAL WORK REQUIRED TO CORRECT ANY ITEMS OR IMPROPER CONSTRUCTION WORK SHALL BE PERFORMED AT THE SOLE EXPENSE OF THE RESPONSIBLE CONTRACTOR OR SUBCONTRACTOR.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE A CONTRACTUAL RELATIONSHIP BETWEEN THE LANDSCAPE DESIGNER AND THE CONTRACTOR OR SUBCONTRACTOR.
- IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO VERIFY QUANTITIES INCLUDING EXCAVATION, BORROW, EMBANKMENT, SHRINK, OR SWELL, GROUND COMPACTION, HAUL AND OTHER ITEMS AFFECTING HIS BID TO COMPLETE THE GRADING TO THE ELEVATIONS SHOWN ON THE PLANS AND TO BASE HIS BID SOLELY UPON HIS OWN VERIFIED QUANTITIES. IT SHALL BE THE BIDDER'S RESPONSIBILITY TO NOTIFY THE LANDSCAPE DESIGNER OF MAJOR DISCREPANCIES PRIOR TO CONSTRUCTION.

PLANTING NOTES:

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY QUANTITIES INCLUDING TREES, GROUNDCOVERS, MULCH AND OTHER ITEMS SHOWN ON THE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER'S REPRESENTATIVE OF MAJOR DISCREPANCIES PRIOR TO CONSTRUCTION. SOME ADJUSTMENT IN THE FIELD MAY BE REQUIRED PER OWNER DISCRETION.
- THE CONTRACTOR SHALL STAKE THE LOCATION OF PLANT MATERIAL AND SHALL HAVE LOCATIONS APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- GROUNDCOVERS SHALL BE PLANTED A MINIMUM OF 3' FROM EDGE OF WALKS, WALLS, BUILDINGS, AND CURBS UNLESS OTHERWISE DIRECTED BY THE OWNER'S REPRESENTATIVE.
- BARK MULCH - AREAS NOT OTHERWISE COVERED BY TURF, PAVING, GROUNDCOVER OR BUILDINGS SHALL RECEIVE A MINIMUM OF 3" THICKNESS OF BARK MULCH AND SHALL BE COVERED WITH DEWITTS PRO-5 WEED BARRIER FABRIC OR APPROVED EQUAL. OVERLAP SEAMS 6 INCHES AND STAPLE AT 5 FEET ON CENTER EACH WAY WITH 2 AT EACH CORNER. A MULCH SAMPLE SHALL BE SUBMITTED TO LANDSCAPE DESIGNER OR OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- STONE MULCH - AREAS NOTED ON PLANS FOR STONE MULCH SHALL RECEIVE A MINIMUM OF 4" THICKNESS OF MULCH. A STONE MULCH SAMPLE SHALL BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- AREAS TO RECEIVE STONE MULCH TO BE SPRAYED WITH A CONTACT HERBICIDE AND SHALL BE COVERED WITH DEWITTS PRO-5 WEED BARRIER FABRIC OR APPROVED EQUAL. OVERLAP SEAMS 6 INCHES AND STAPLE AT 5 FEET ON CENTER EACH WAY WITH 2 AT EACH CORNER. CONTRACTOR SHALL ALSO APPLY A PRE-EMERGENT HERBICIDE PER MANUFACTURERS RECOMMENDATIONS.
- ALL PLANT MATERIALS SHALL MEET ANLA & ANSI STANDARD SPECIFICATIONS. PLANT MATERIALS SHALL BE ORDERED BY BOTANICAL NAME. SUBSTITUTIONS SHALL NOT BE ALLOWED UNLESS AUTHORIZED IN WRITING AND IN ADVANCE, BY THE OWNER'S REPRESENTATIVE.
- OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL DEEMED UNACCEPTABLE. PLANT MATERIAL SHALL BE WARRANTIED BY THE CONTRACTOR FOR 1 YEAR AFTER INSTALLATION HAS BEEN ACCEPTED AS COMPLETE.
- PRIOR TO COMMENCENT OF WORK, THE CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITY INSTALLATIONS THAT MAY BE AFFECTED BY HIS WORK AND SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH INSTALLATIONS CAUSED AS A RESULT OF LANDSCAPE INSTALLATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN SODDED AREAS AND ALL PLANT MATERIALS FOR A PERIOD OF 90 DAYS AND 120 DAYS FOR SEEDED AREAS. UPON COMPLETION OF THE MAINTENANCE PERIOD, THE OWNER WILL ASSUME MAINTENANCE RESPONSIBILITIES.
- ACCEPTABLE TOPSOIL, WHETHER IMPORTED OR FROM SITE, SHALL BE FERTILE, LOOSE, FRIABLE SOIL MEETING THE FOLLOWING REQUIREMENTS:
CHEMICAL CHARACTERISTICS
1) pH: 5.5-8.0
2) EC (ELECTRICAL CONDUCTIVITY): < 3.0 MMHOS/CM
3) SAR (SODIUM ADSORPTION RATIO): < 6.0

PHYSICAL CHARACTERISTICS

- SAND: 15 TO 60%
- SILT: 10 TO 60%
- CLAY: 5 TO 30%
- ORGANIC MATTER: > 1%
- CLEAN AND FREE FROM TOXIC MINERALS AND CHEMICALS, NOXIOUS WEEDS, ROCKS LARGER THAN 1 1/2 INCH 38 MM IN ANY DIMENSION, AND OTHER OBJECTIONABLE MATERIALS.
- SOIL SHALL NOT CONTAIN MORE THAN 2% BY VOLUME OF ROCKS MEASURING OVER 3/32 INCH 2 MM IN LARGEST SIZE.

TOPSOIL SHOULD BE NATURAL, FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FREE OF SUBSOIL, ROOTS, GRASS, AN EXCESSIVE AMOUNT OF WEEDS, STONE AND FOREIGN MATTER. OBTAIN ADDITIONAL TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT THE PROJECT SITE. IF EXISTING TOPSOIL IS TO BE USED OBTAIN TOPSOIL ONLY FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN FOUR (4) INCHES. TOPSOIL SHALL CONFORM TO QUALITY CONTROL STANDARDS STATED ABOVE.

IRRIGATION NOTES:

- THE IRRIGATION SYSTEM SHOWN IS SCHEMATIC AND APPROXIMATE. ACTUAL PLACEMENT MAY VARY SLIGHTLY AS REQUIRED TO ACHIEVE FULL, EVEN COVERAGE WITHOUT EXCESSIVE SPRAYING ONTO SIDEWALKS, FENCES, ETC. LOCATE LINES IN NON-PAVED AREAS WHERE POSSIBLE. NO TEES, ELS, OR OTHER CONNECTIONS SHALL BE PLACED UNDER A PAVED AREA IF POSSIBLE. SPECIFIC EMITTERS AND LOCATIONS ARE NOT SHOWN ON THE PLAN AND ARE SUBJECT TO FIELD ADJUSTMENT. THE ENDS OF ALL LATERALS SHALL HAVE AN AUTOMATIC DRAIN.
- IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE ON-SITE PRIOR TO BEGINNING WORK. IF DISCREPANCY EXISTS BETWEEN WATER PRESSURE TESTED ON-SITE AND THAT NOTED ON PLAN, CONTRACTOR SHALL IMMEDIATELY NOTIFY LANDSCAPE ARCHITECT. SYSTEM IS DESIGNED BASED UPON 40PSI STATIC PRESSURE AT ALL P.O.C. (POINT OF CONNECTION) LOCATIONS. THE DESIGN OPERATING PRESSURE FOR EACH VALVE IS 35 PSI.
- CONTRACTOR SHALL FURNISH AND INSTALL MATERIAL AND EQUIPMENT PERTAINING TO THE IRRIGATION SYSTEM HEREIN SPECIFIED OR SHOWN ON THE DRAWINGS. THIS SHALL INCLUDE ALL ITEMS OF A MINOR NATURE NECESSARY TO COMPLETE INSTALLATION.
- THE CONTRACTOR SHALL MAKE NECESSARY IN-FIELD ADJUSTMENTS TO AVOID OBSTRUCTIONS OR COMPENSATE FOR DIFFERENCES BETWEEN THE SITE AND PLAN. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR REVISION OF MAJOR DEPARTURES FROM THE PLAN WITHOUT WRITTEN APPROVAL FROM THE OWNER. CONTRACTOR TO PROVIDE THE APPROPRIATE DEGREE OF ARC IN EACH HEAD THAT PROVIDES HEAD-TO-HEAD COVERAGE WITHOUT EXCESSIVE OVERSPRAY ONTO WALKS, BUILDINGS, ROADS, ETC.
- IRRIGATION CONTRACTOR SHALL OBTAIN APPROVAL FROM THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO RELOCATING OR ALTERING SPRINKLER HEADS, VALVES, PIPING, ETC. DUE TO A CHANGE IN OR UNKNOWN SITE CONDITIONS.
- IRRIGATION CONTRACTOR TO CAP ALL FLUSH CAP ENDS HAND TIGHT BEFORE BACKFILL.
- ALL VALVE AND FLUSH BOX COVERS SHALL MATCH GROUND COVER. GREEN COVERS TO BE IN TURF AND TAN COVERS IN PLANTING BEDS.
- EACH REMOTE CONTROL VALVE SHALL BE CONNECTED TO AN AUTOMATIC CONTROLLER WITH #14 PILOT WIRE AND #14 COMMON WIRE - TYPE U.F., COPPER, U.L. APPROVED, SOLID STRAND.
- ALL AUTOMATIC CONTROLLERS, RISERS, BACKFLOW PREVENTERS AND HOSE BIBS SHALL BE SET PLUMB. SPRINKLER HEAD RISERS, QUICK COUPLER VALVES AND ALL VALVES WITH STEMS SHALL BE SET PERPENDICULAR TO FINISH GRADE.
- IRRIGATION CONTRACTOR SHALL COORDINATE WORK W/ PLANTING PLANS TO AVOID CONFLICTING LOCATIONS BETWEEN PIPING AND PLANT PITS.
- ALL MATERIALS SHALL BE INSTALLED AS DETAILED IN THE PLANS. IF THE CONTRACT DRAWINGS AND/OR SPECIFICATIONS DO NOT THOROUGHLY DESCRIBE THE METHOD OR TECHNIQUES TO BE USED. THEN THE CONTRACTOR SHALL INSTALL PER MANUFACTURERS SPECIFICATIONS. IF A CONTRADICTION OCCURS, NOTIFY THE OWNER IMMEDIATELY.
- ADJUST HEADS AND BUBBLERS (IF APPLICABLE) FOR PROPER HEAD TO HEAD COVERAGE.
- USE SCH 40 PVC PIPE FROM WATER OR SHUT OFF VALVE TO BACKFLOW PREVENTER.
- IRRIGATION CONTRACTOR TO USE TEFLON TAPE ON ALL THREADED JOINTS.
- EACH DRIPLINE ZONE IS REQUIRED TO HAVE AN AIR RELIEF VALVE AND FLUSH VALVE. THE FLUSH VALVE IS TO BE INSTALLED AT THE LOWEST POINT OF THE ZONE.
- BRAND EACH VALVE BOX W/ 2" LETTERING SHOWING ZONE NUMBER (EX. Z1) THIS STAMP IS TO MATCH THE ZONE AND CONTROLLER ASSOCIATED WITH THE VALVE'S OPERATION.
- EXTEND ALL SLEEVES 1'-0" INTO EACH PLANTING AREA.
- NO PIPES SHALL BE INSTALLED PARALLEL AND DIRECTLY OVER ANOTHER LINE. MINIMUM HORIZONTAL CLEARANCE FOR SLEEVES FOR THIS PROJECT SHALL BE 3 INCHES. CLEARANCE FROM LINE OF OTHER TRADES SHALL BE 6 INCHES.
- CONTROL WIRING SHALL HAVE A 1" MINIMUM CONDUIT WITHIN THE SLEEVE.
- SLEEVE LOCATIONS SHALL BE SHOWN ON THE RECORD DRAWINGS.
- ALL SLEEVES SHALL BE CAPPED AND KEPT CLEAR OF DIRT AND DEBRIS.

- INSTALL A 36" LENGTH OF #4 REBAR ADJACENT TO EACH END OF THE SLEEVE. TOP OF ROD SHALL BE THREE INCHES BELOW FINISH GRADE. A SECTION OF SURVEYOR'S VINYL TAPE SHALL BE TIED TO THE END OF THE ROD AND BROUGHT TO THE SURFACE. THE TAPE SHALL BE VISIBLE UNTIL ALL WORK IS COMPLETED.
- ALL SLEEVES TO BE SCHEDULE 40 PVC. USE FULL LENGTHS WHERE POSSIBLE. SOLVENT WELD ALL FITTINGS WITH APPROPRIATE PRIMER AND SOLVENT. ANY REQUIRED ADDITIONAL FITTINGS TO BE SCHEDULE 40.
- VALVES W/ LESS THAN 3 GPM SHALL RECEIVE A RAINBIRD RBY SERIES Y-STRAINER OR EQUAL UPSTREAM.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL IRRIGATION SLEEVING. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR. VERIFY ANY EXISTING SLEEVES INSTALLED BY OTHER CONTRACTORS.
- PRIOR TO OWNERS APPROVAL, AN IRRIGATION "TUNE-UP" SHALL BE PERFORMED AS FOLLOWS:
 - ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS.
 - ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH THE Y-STRAINER, AND WORKING AWAY FROM PRESSURE REGULATOR.
 - IRRIGATION VALVES STATION NUMBER, CONTROLLER DESIGNATION, AND LOCATION ARE TO BE DOCUMENTED ON A SHEET OF PAPER. THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF CONTROLLER, AN ADDITIONAL COPY SHALL BE PROVIDED TO OWNER.
- CONTRACTOR SHALL PERFORM THE FOLLOWING:
 - VISIT SITE AND VERIFY EXISTING GRADES, CONSTRUCTION AND CONDITIONS.
 - VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND MAKE ANY NOTIFICATIONS REQUIRED.
 - NOTIFY OWNER OF DISCREPANCIES BETWEEN PLAN AND FIELD.
 - RESTORE DAMAGED AREAS CAUSED BY CONTRACTOR TO THE SATISFACTION OF THE OWNER.
 - BE SATISFIED THAT THE PLAN CAN BE CONSTRUCTED, FUNCTIONAL AND COMPLETE.
- CONTRACTOR SHALL DETERMINE BIDDING QUANTITIES. ALL QUANTITIES SHOWN IN THESE PLANS ARE TO GIVE THE CONTRACTOR A COMPARISON COUNT ONLY.
- ALL MATERIALS AND WORKMANSHIP SHALL BE TRUE TO TYPE, FORM, FINISH AND OF THE HIGHEST STANDARDS OF THE TRADE. DAMAGED OR INFERIOR MATERIALS SHALL BE REMOVED FROM THE SITE WITHOUT DELAY.
- THE IRRIGATION CONTRACTOR SHALL COORDINATE ALL IRRIGATION WORK WITH OTHER CONTRACTORS AND OR SUBCONTRACTORS.
- ALL EQUIPMENT SHALL BE MAINTAINED WHILE UNDER CONSTRUCTION. MAINTENANCE INCLUDES: WATER SCHEDULING, REPLACEMENT OF DEFECTIVE OR DAMAGED EQUIPMENT, ADJUSTMENT AND READJUSTMENT OF HEADS AND OTHER EQUIPMENT.
- CONTRACTOR TO INSURE THE FOLLOWING:
 - LINES AND VALVES ARE TO BE PLACED WITHIN PLANTING BEDS & PROJECT LIMITS. THESE PLANS ARE SCHEMATIC. CONTRACTOR SHALL SIZE PIPE, PLAN SIZES ARE MINIMUMS.
 - 100% COVERAGE OF IRRIGATION SYSTEM (HEAD TO HEAD COVERAGE FOR TURF) TO ALL PLANTS REGARDLESS OF SIZE OR TYPE.
- CONTRACTOR TO PROVIDE IRRIGATION MAINTENANCE AS DESCRIBED IN ITEM 31 AFTER ACCEPTANCE FOR THE PERIOD INDICATED IN THE LANDSCAPE SPECIFICATIONS OR 90 DAYS WHICHEVER IS GREATER.
- CONTROLLER SHALL BE GROUNDED AND PROTECTED FROM LIGHTNING AND SURGE PROTECTION PER MANUFACTURER'S RECOMMENDATION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY QUANTITIES INCLUDING VALVES, HEADS, SLEEVES, GATE VALVES AND OTHER ITEMS SHOWN ON THE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER PRIOR TO CONSTRUCTION OF MAJOR DISCREPANCIES. IN CASE OF A DISCREPANCY BETWEEN THE NUMBER OF IRRIGATION PARTS INDICATED ON THE DRAWINGS AND THE TOTAL NUMBER INDICATED ON THE IRRIGATION LEGEND, THE DRAWINGS SHALL BE ACCEPTED AS CORRECT. SOME ADJUSTMENTS IN THE FIELD MAY BE REQUIRED PER OWNER DIRECTION.

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS
LANDSCAPE & IRRIGATION
SPECIFICATIONS

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801.487.8040

CLIENT: SK HART
DWG: SPEC&DETAIL S.DWG
JOB No:
DO NOT SCALE THIS DRAWING. DRAWING IS PREPARED BY ERS
PROJECT SET BY: J. HARRISON AND NOTES (NOT VERIFIED)

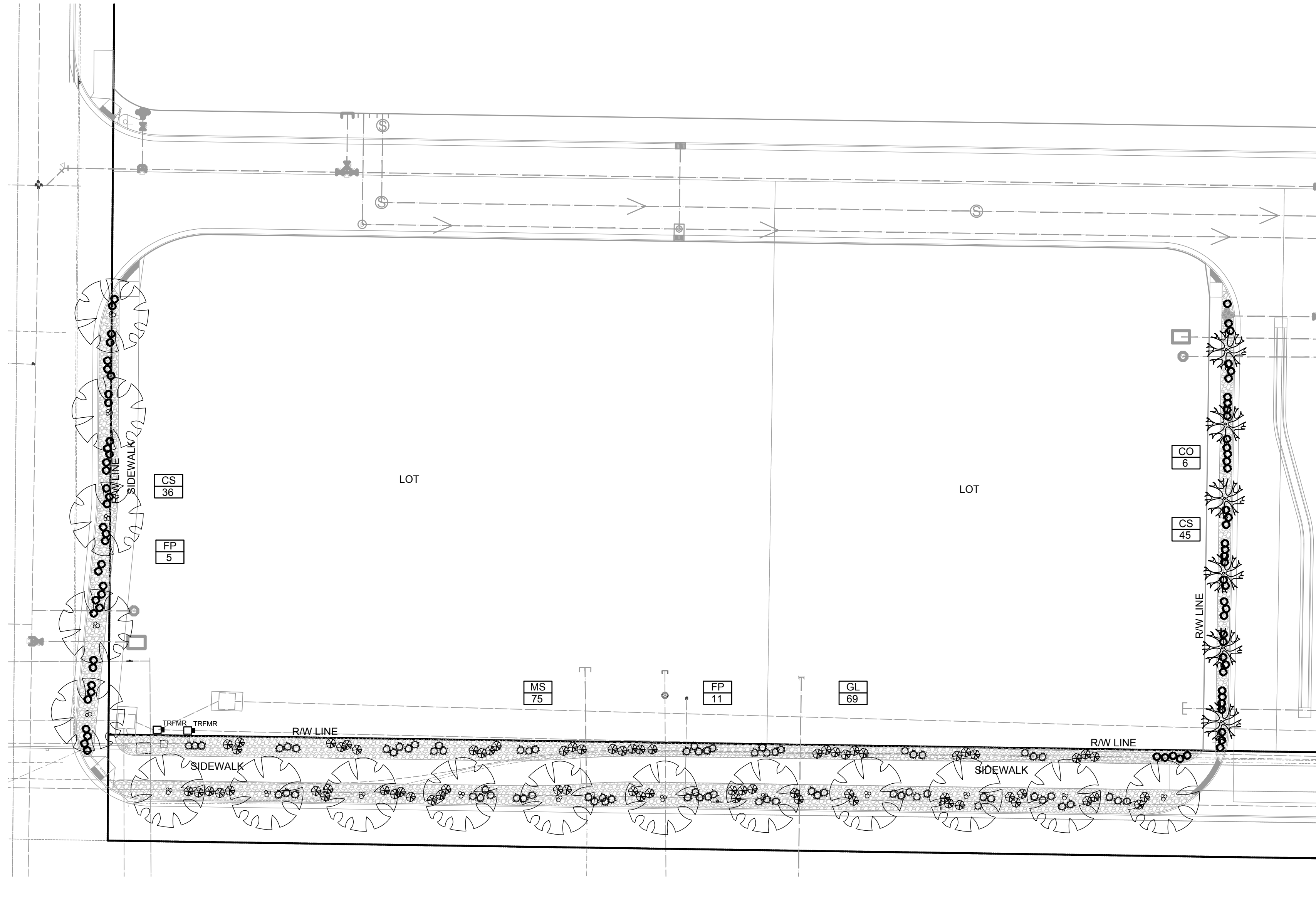
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DESIGN BY: BHT
CHECKED BY: BHT
DATE: 01/31/2024

REVISIONS		CITY COMMENTS
1	DATE	



SHEET
LA-01

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DEVELOPMENT NOTE:
DEVELOPER PROPOSES TO HAVE THE CITY OWN AND MAINTAIN THE
LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY AS DEPICTED ON SHEETS
LA-02 AND LA-03. DEVELOPER WILL FURNISH AN IMPROVEMENT COMPLETION
ASSURANCE IN ACCORDANCE WITH UCA 10-9a-604.5

PLANT LEGEND

TREES

CODE	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE (mature)	NOTES
UP	29	Ulmus parvifolia	Lacebark Elm	2" CAL (40Hx40W)	D/R
CO	6	Malus 'Spring Snow'	Fruitless Flowering Apple	2" CAL (20Hx20W)	D/R

SHRUBS/GRASSES

GL	148	Guara lindheimeri	Whirling Butterflies	5 GAL (4Hx5W)	D/R
MS	170	Miscanthus sinensis 'Gold Bar'	Gold Bar Maiden Grass	5 GAL (4Hx3W)	D/R

GROUND COVER

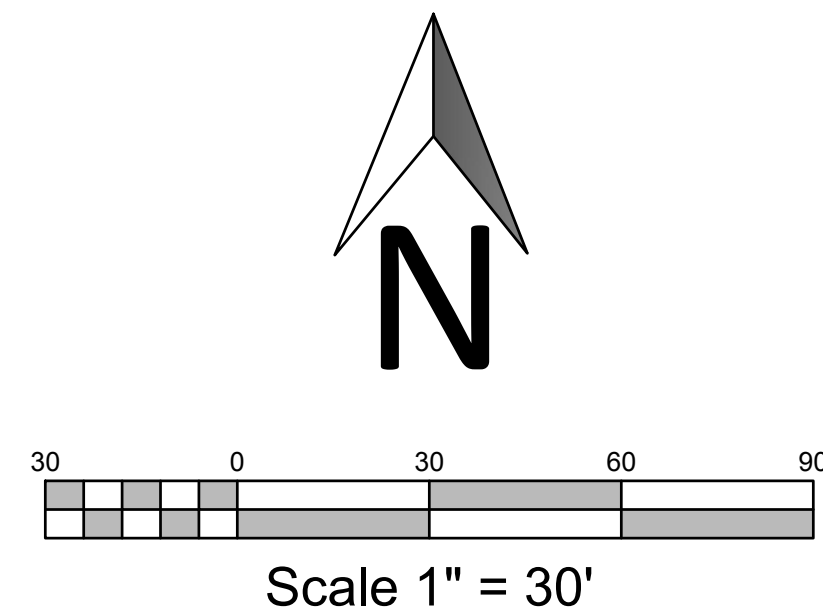
CS	81	Coreopsis spc.	Coreopsis varieties	1 GAL (2Hx3W)	D/R
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17,423 SF
2"-4" Decorative Cobble
Stone Mulch - color selected
by owner (color may not be
gray)

D/R: Drought Tolerant

GENERAL NOTES

- ALL QUANTITIES ARE SHOWN AS AN AID ONLY - PLANS TAKE PRECEDENCE. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR FOR ALL ACTUAL QUANTITY CALCULATIONS.
- PLANT COMMON NAMES ARE SHOWN AS AN AID ONLY. USE BOTANICAL NAME WHEN PURCHASING ALL PLANT MATERIAL.
- ALL PLANTING TO BE INSTALLED PER DETAILS SHEET LA-200, AND COMMON INDUSTRY BEST PRACTICES



SHEET LA-02

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

PLANTING PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

CLIENT: SK HART
DWG: LANDSCAPE PLAN DWG
JOB No:
DATE: 01/13/2024

DRAWN BY: VE
DESIGN BY: BHT
CHECKED BY: BHT
DATE: 01/13/2024

REVISIONS
CITY COMMENTS
1 DATE

PROFESSIONAL ENGINEER
362348
BRENDAN H
THORPE
FOR REVIEW
STATE OF UTAH

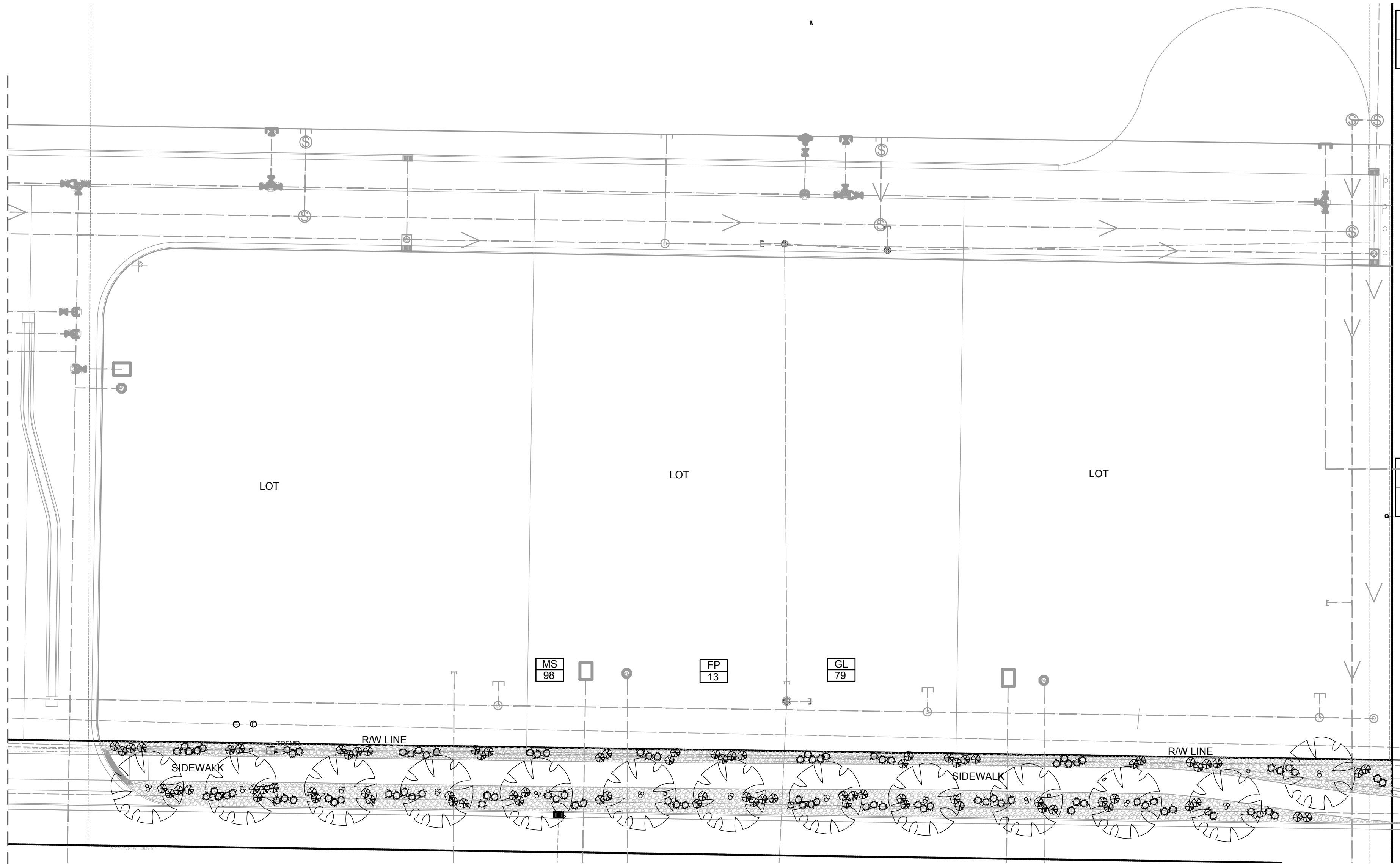
SHEET

LA-02

PH: 801.487.8040



SEE SHEET LA-02



- NOTE:**
- ALL PLANTING AREAS TO RECEIVE PERMEABLE WEED FABRIC (NO PLASTIC) AND BARK / STONE MULCH 3" / 4" DEEP, UNLESS NOTED ON PLAN. SEE PLANTING NOTE 6 SHEET LA-001
 - ALL PLANTS TO BE INSTALLED IN CLUMPS AS SHOWN. DO NOT PLANT EVENLY SPACED.
 - ALL PLANTING AREAS TO RECEIVE TOP SOIL PER SPEC. SEE PLANTING NOTE 11 SHEET LA-001

ATTENTION:

ALL SITE AND RECREATIONAL AMENITIES, FACILITIES, AND STRUCTURES, AND LOCATIONS ARE SUBJECT TO CHANGE AND ARE TO BE SELECTED BY THE OWNER AND APPROVED BY THE COUNTY.

ALL QUANTITIES ARE PROVIDED AS AN AID, FINAL QUANTITIES ARE TO BE VERIFIED AND ARE THE RESPONSIBILITY OF THE CONTRACTOR

DEVELOPMENT NOTE:
DEVELOPER PROPOSES TO HAVE THE CITY OWN AND MAINTAIN THE LANDSCAPING WITH IN THE PUBLIC RIGHT OF WAY AS DEPICTED ON SHEETS LA-02 AND LA-03. DEVELOPER WILL FURNISH AN IMPROVEMENT COMPLETION ASSURANCE IN ACCORDANCE WITH UCA 10 -9a-604.5

PLANT LEGEND

TREES

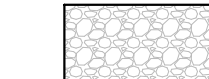
CODE	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE (mature)	NOTES
UP	29	Ulmus parvifolia	Lacebark Elm	2"-CAL (40Hx40W)	D/R
CO	6	Malus 'Spring Snow'	Fruitless Flowering Apple	2"-CAL (20Hx20W)	D/R

SHRUBS/GRASSES

GL	148	Guara lindheimeri	Whirling Butterflies	5 GAL (4Hx5W)	D/R
MS	170	Miscanthus sinensis 'Gold Bar'	Gold Bar Maiden Grass	5 GAL (4Hx3W)	D/R

GROUND COVER

CS	81	Coreopsis spc.	Coreopsis varieties	1 GAL (2Hx3W)	D/R
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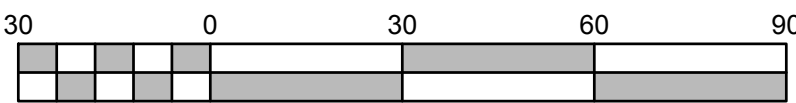
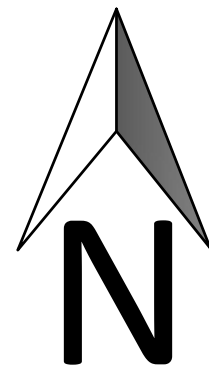


17,423 SF
2"-4" Decorative Cobble Stone Mulch - color selected by owner (color may not be gray)

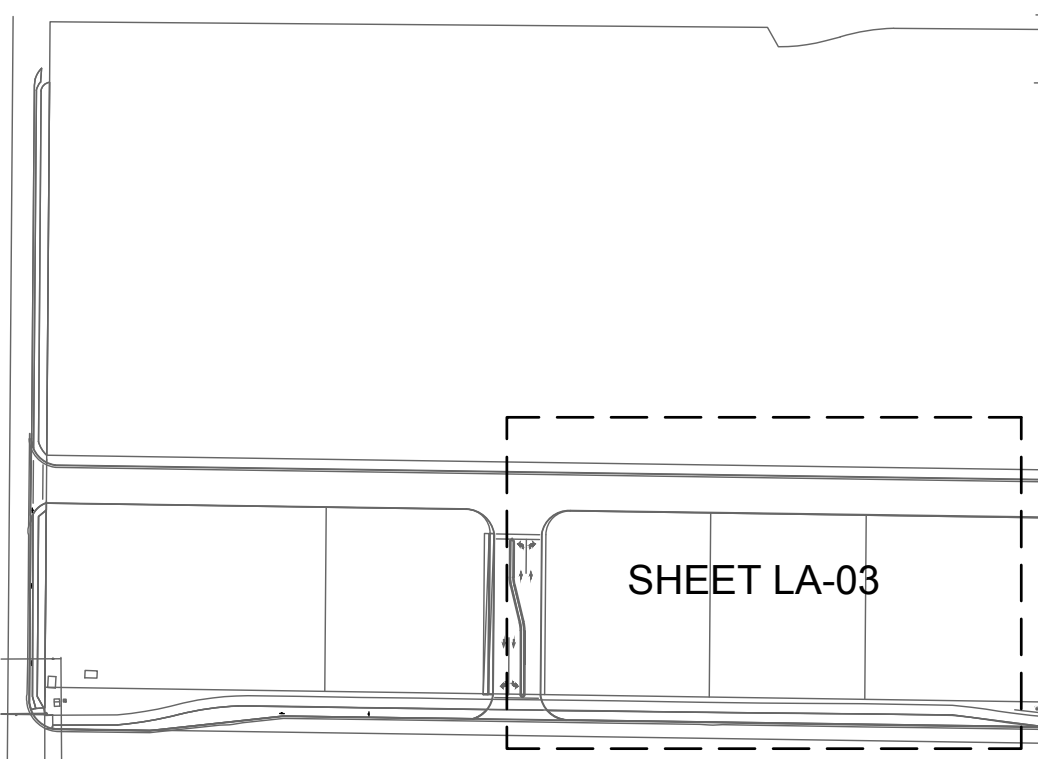
D/R: Drought Tolerant

GENERAL NOTES

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- PLANT COMMON NAMES ARE SHOWN AS AN AID ONLY. USE BOTANICAL NAME WHEN PURCHASING ALL PLANT MATERIAL.
- ALL PLANTING TO BE INSTALLED PER DETAILS SHEET LA-200, AND COMMON INDUSTRY BEST PRACTICES



Scale 1" = 30'



**EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS**

PLANTING PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying



CLIENT: SK HART
DWG: LANDSCAPE PLAN DWG
JOB No:
DO NOT SCALE THIS DRAWING. DRAWINGS IS REDUCED IF LESS THAN 1/4" = 1' DIMENSIONS AND NOTES HAVE PRECEDENCE

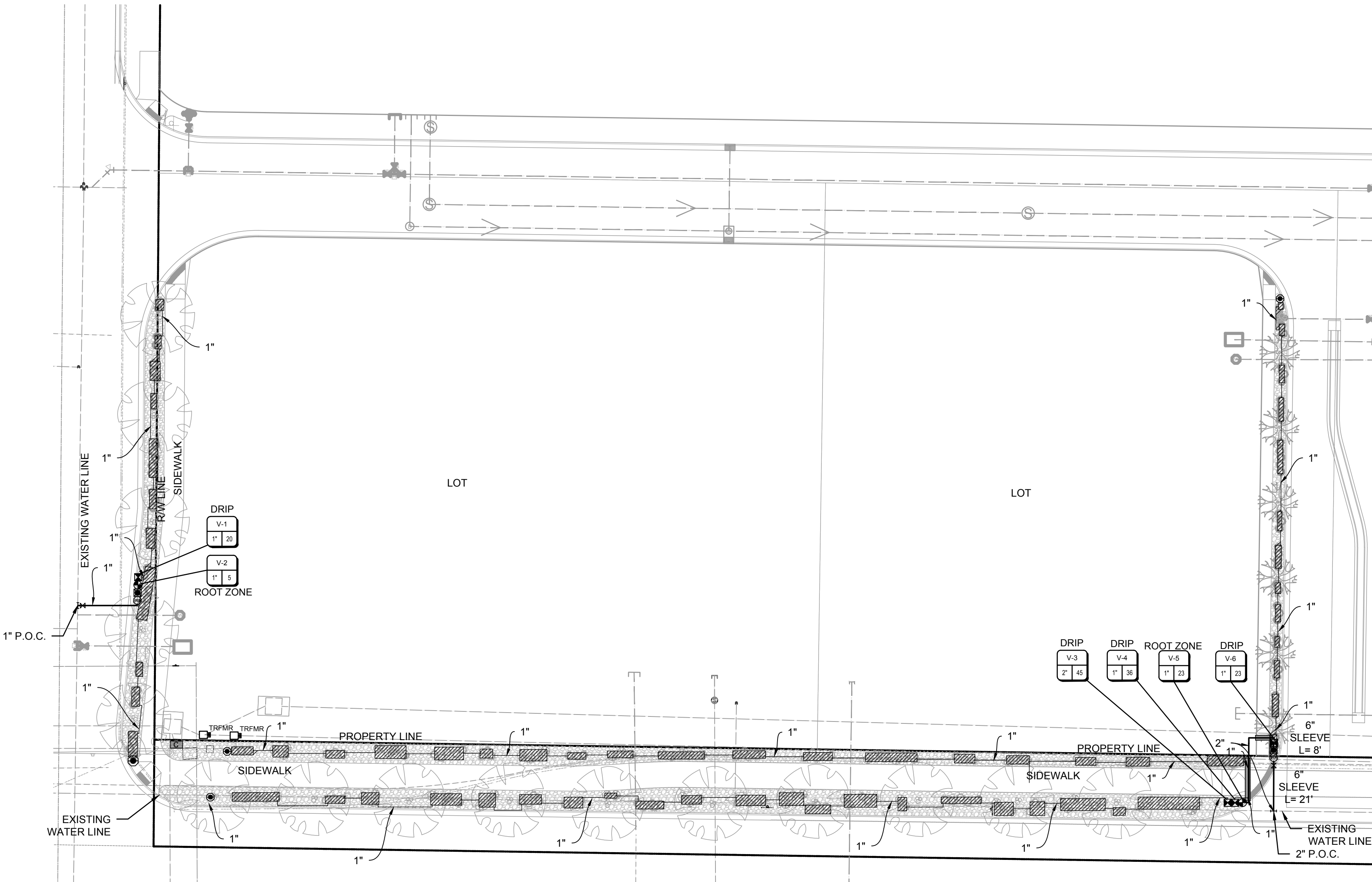
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CHECKED BY: BHT
DATE: 01/13/2024

REVISIONS	CITY COMMENTS
1	DATE



SHEET

LA-03

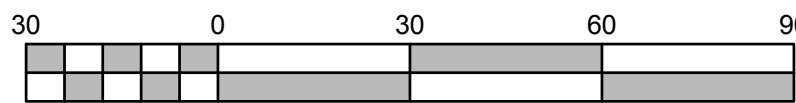


NOTE:
INSTALL DRIP IRRIGATION IN PATCHES AROUND PLANTINGS AS SHOWN - DO NOT
INSTALL DRIP IRRIGATION OVER ENTIRE LANDSCAPE AREA

- NOTE:
1. ALL SLEEVING IS SCH. 40 PVC SIZED PER PLAN. INSTALL PER DETAILS SHEET IR-300. SLEEVING IS FOR PIPE AND WIRE RUNS.
 2. ALL LENGTHS AND LOCATIONS ARE APPROXIMATE. SLEEVING IS SIZED IN ANTICIPATION OF POTENTIAL FUTURE EXPANSIONS.
 3. IRRIGATION CONTRACTOR SHALL COORDINATE WITH ALL UTILITY CONTRACTORS FOR INSTALLATION AND LOCATION OF IRRIGATION SLEEVING

NOTE:
IRRIGATION PIPING AND SYMBOLS ARE SHOWN FOR GRAPHIC CLARITY ONLY. LOCATE ALL PIPES AND FIXTURES IN LANDSCAPE AREAS WHEN POSSIBLE. PIPES SHALL RUN BACK OF WALK, BACK OF CURB, BACK OR FRONT OF WALL WITHIN TWO (2) FEET UNLESS CONFLICTED WITH POWER OR GAS LINES. IF CONFLICT OCCURS, RUN PIPING 18" CLEAR OF UTILITIES TO THE OUTSIDE. ALL PIPING SHALL MAINTAIN 3.0' COVER. PIPING UNDER PAVEMENT SHALL BE SLEEVED - USE TRENCH SHARING BETWEEN SPRAY LATERALS, DRIP LATERALS, AND DEEP ROOT ZONE LATERALS WHEN POSSIBLE.

ATTENTION:
ALL IRRIGATION PIPING UNDER PAVEMENT, SIDEWALKS, OR TRAILS SHALL BE SLEEVED W/ SCH. 40 PVC - SEE DETAILS SHEET IRR-300 AND SPECIFICATIONS SHEET LA-001. IRRIGATION CONTRACTOR SHALL COORDINATE WITH ALL UTILITY CONTRACTORS FOR INSTALLATION OF SLEEVING. SIZE SLEEVING FOR ALL LATERALS AND WIRING TO PASS UNDER PAVEMENT TOGETHER

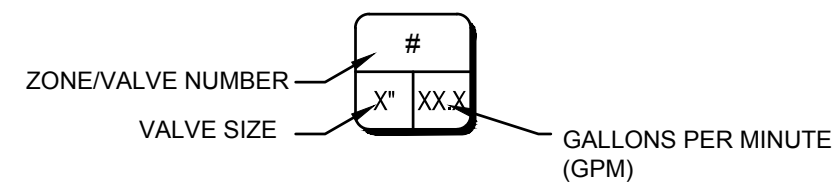


Scale 1" = 30'

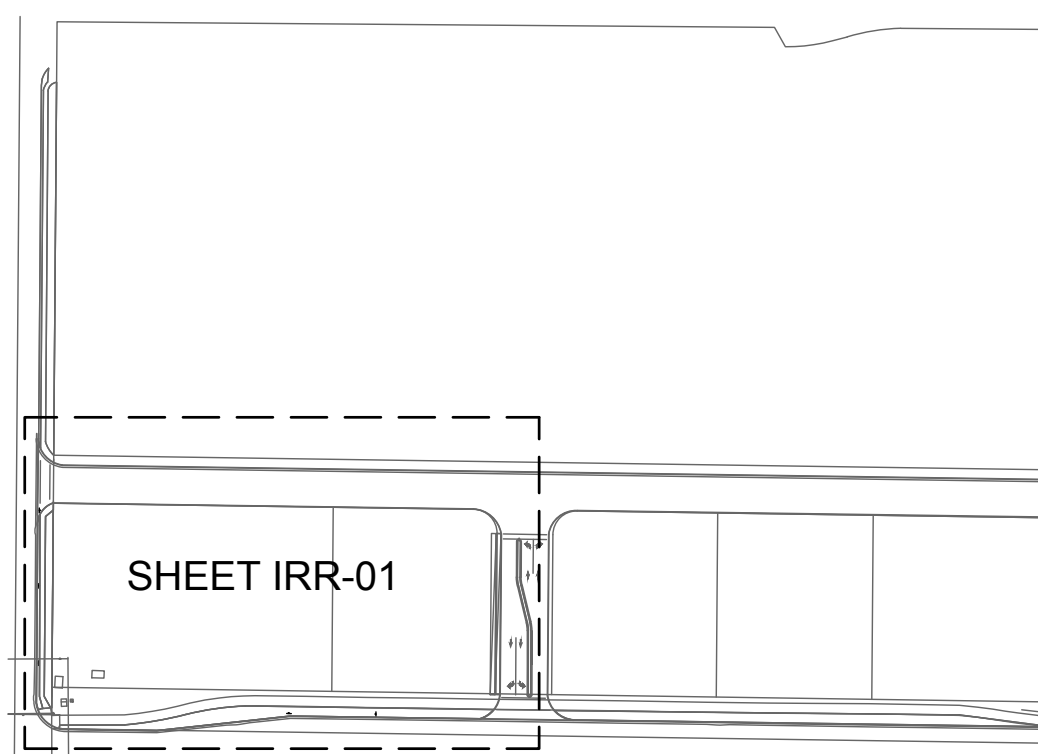
IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICORE-1T048D-M 2-WIRE DECODER CONTROLLER W/ RAIN SENSOR AND PEDESTAL MOUNT
	P.O.C. POINT OF CONNECTION TO WATER SOURCE
	BALL VALVE - SIZE PER PLAN
	1" METER PER APWA PLAN No.215
	WILKINS 375A 2" REDUCED PRESSURE BACKFLOW PREVENTER SET TO 40 PSI W/ V.I.T. PRODUCTS SBBC-75ALHP HIGH PROFILE TWO PIECE BACKFLOW ENCLOSURE MADE W/ MARINE GRADE ALUMINUM
	HUNTER ICV-G PLASTIC REMOTE CONTROL VALVE GLOBE CONFIGURATION, W/ NPT THREADED INLET/OUTLET, FOR COMMERCIAL USE
	HUNTER ICZ-101-25 DRIP CONTROL ZONE KIT. ICV GLOBE VALVE W/ HY100 FILTER SYSTEM. PRESSURE REGULATION - 25 PSI. 150 MESH STAINLESS STEEL SCREEN
	HUNTER RZWS-SLEEVE-18-50 18" LONG ROOT ZONE WATERING SYSTEM W/ FILTER FABRIC SLEEVE, 0.50 GPM BUBBLER, 1/2" SWING JOINT FOR CONNECTION TO LATERAL
	2" BLOW OFF / DRAINAGE VALVE
	DRIP ZONE HUNTER PLD-04-18 INLINE PRESSURE COMPENSATING LANDSCAPE DRIP LINE W/ BUILT IN CHECK VALVE. 0.4 GPH EMITTERS AT 18" O.C. DRIP LINES SPACED AT 18" APART W/ EMITTERS OFFSET FOR TRIANGULAR PATTERN INCLUDE BLOW OFF/SYSTEM DRAIN (NO 1/2" 'SPAGHETTI TUBING). UV RESISTANT PER HUNTER INDUSTRIES STDS. AND DETAILS PDF
	SCH. 40 PVC SLEEVE

VALVE CALLOUT



TREES BY ROOTZONE IRRIGATION SEE DETAILS
SHEET IR-310



EAGLE SQUARE COMMERCIAL SUBDIVISION MASTER PLANS

IRRIGATION PLAN

231 West 800 South Salt Lake City, Utah 84101

Ward Engineering Group

Planning Engineering Surveying

PH: 801.487.8040

CLIENT: SK HART

DWG: IRRIGATION PLAN.DWG

JOB No:

DO NOT SCALE THIS DRAWING. DRAWING IS REDUCED IF LESS THAN 1/4" SCALE. DIMENSIONS AND NOTES TAKE PRECEDENCE.

DRAWN BY: VE

DESIGN BY: BHT

CHECKED BY: BHT

DATE: 01/31/2024

REVISIONS

CITY COMMENTS

DATE

DATE

PROFESSIONAL ENGINEER

362348

BRENDAN H

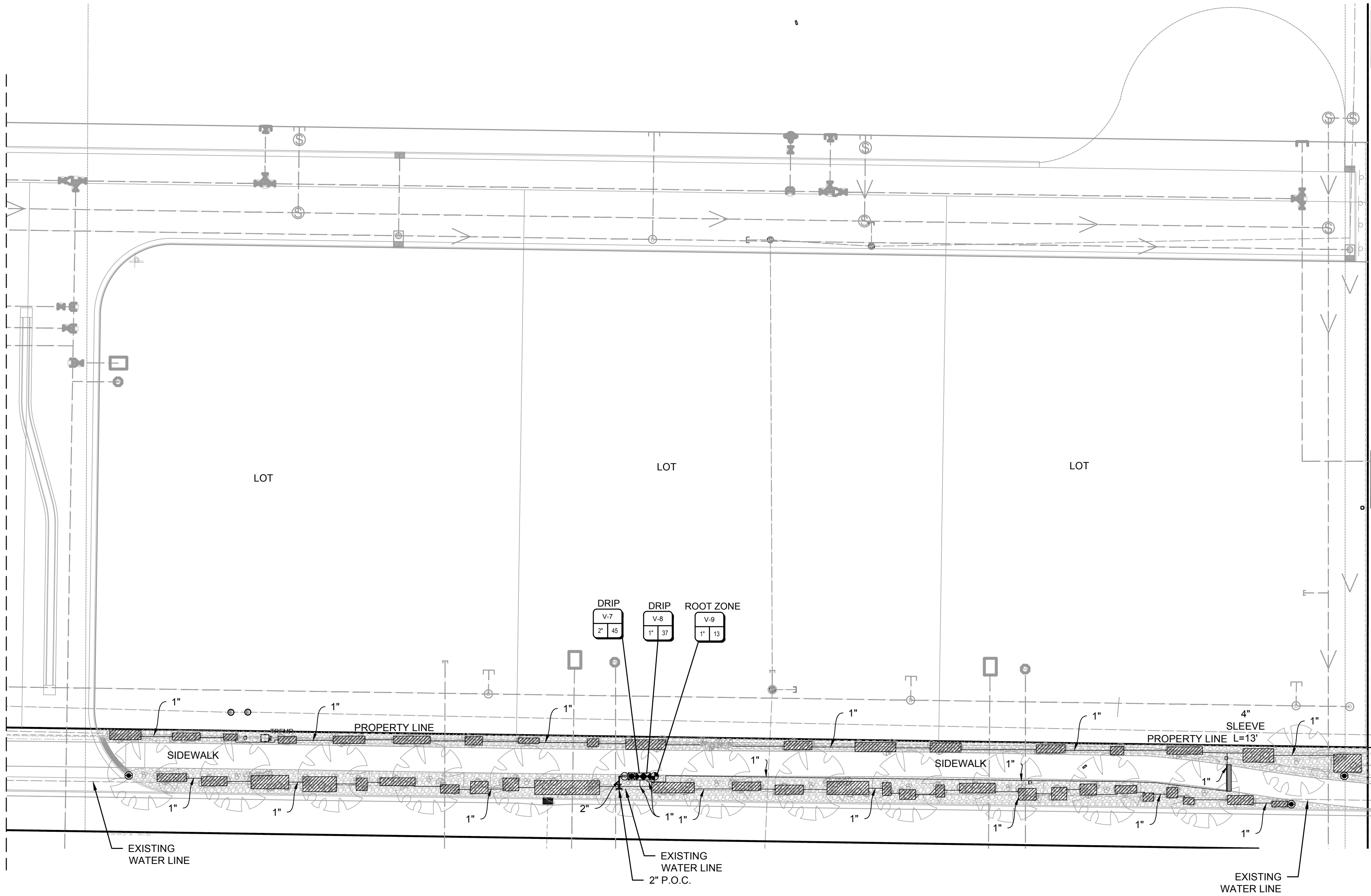
THORPE

STATE OF UTAH

SHEET

IRR-01

SEE SHEET IRR-01



NOTE:
INSTALL DRIP IRRIGATION IN PATCHES AROUND PLANTINGS AS SHOWN - DO NOT
INSTALL DRIP IRRIGATION OVER ENTIRE LANDSCAPE AREA

- NOTE:
1. ALL SLEEVING IS SCH. 40 PVC SIZED PER PLAN. INSTALL PER DETAILS SHEET IR-300. SLEEVING IS FOR PIPE AND WIRE RUNS.
 2. ALL LENGTHS AND LOCATIONS ARE APPROXIMATE. SLEEVING IS SIZED IN ANTICIPATION OF POTENTIAL FUTURE EXPANSIONS.
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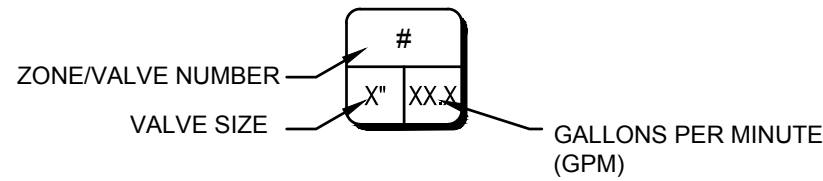
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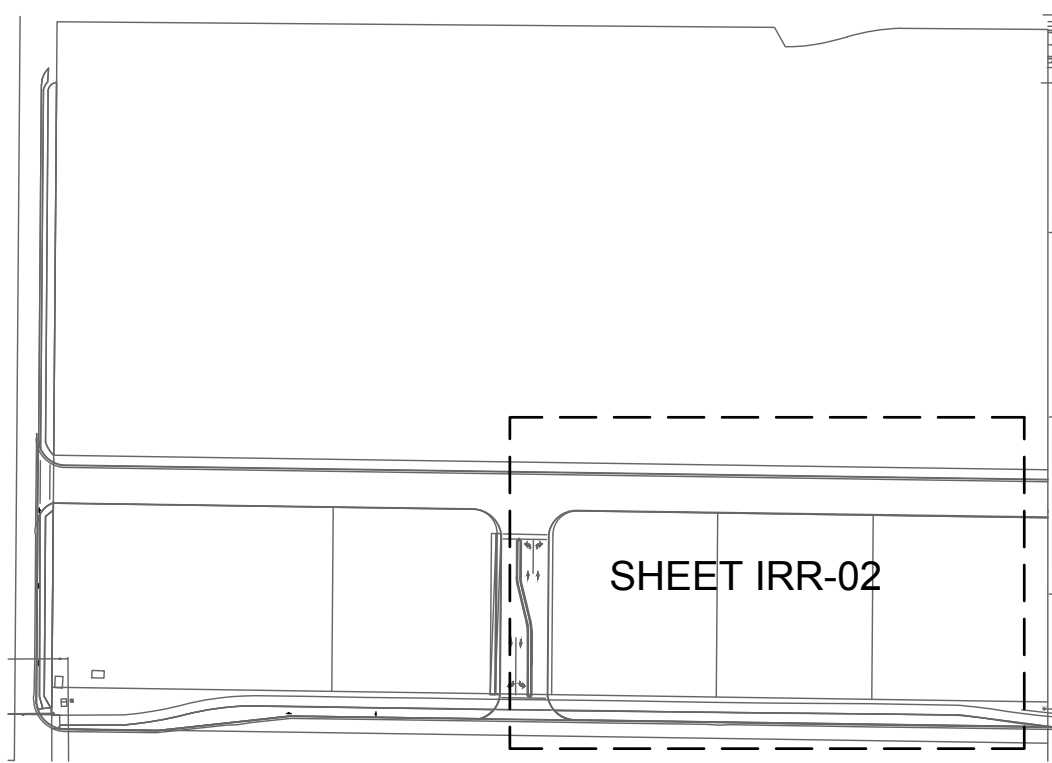
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VALVE CALLOUT



TREES BY ROOTZONE IRRIGATION SEE DETAILS
SHEET IR-310



EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

IRRIGATION PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801.487.8040

CLIENT: SK HART
DWG: IRRIGATION PLAN.DWG
JOB No: 01312024

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DESIGN BY: BHT
CHECKED BY: BHT
DATE: 01/31/2024

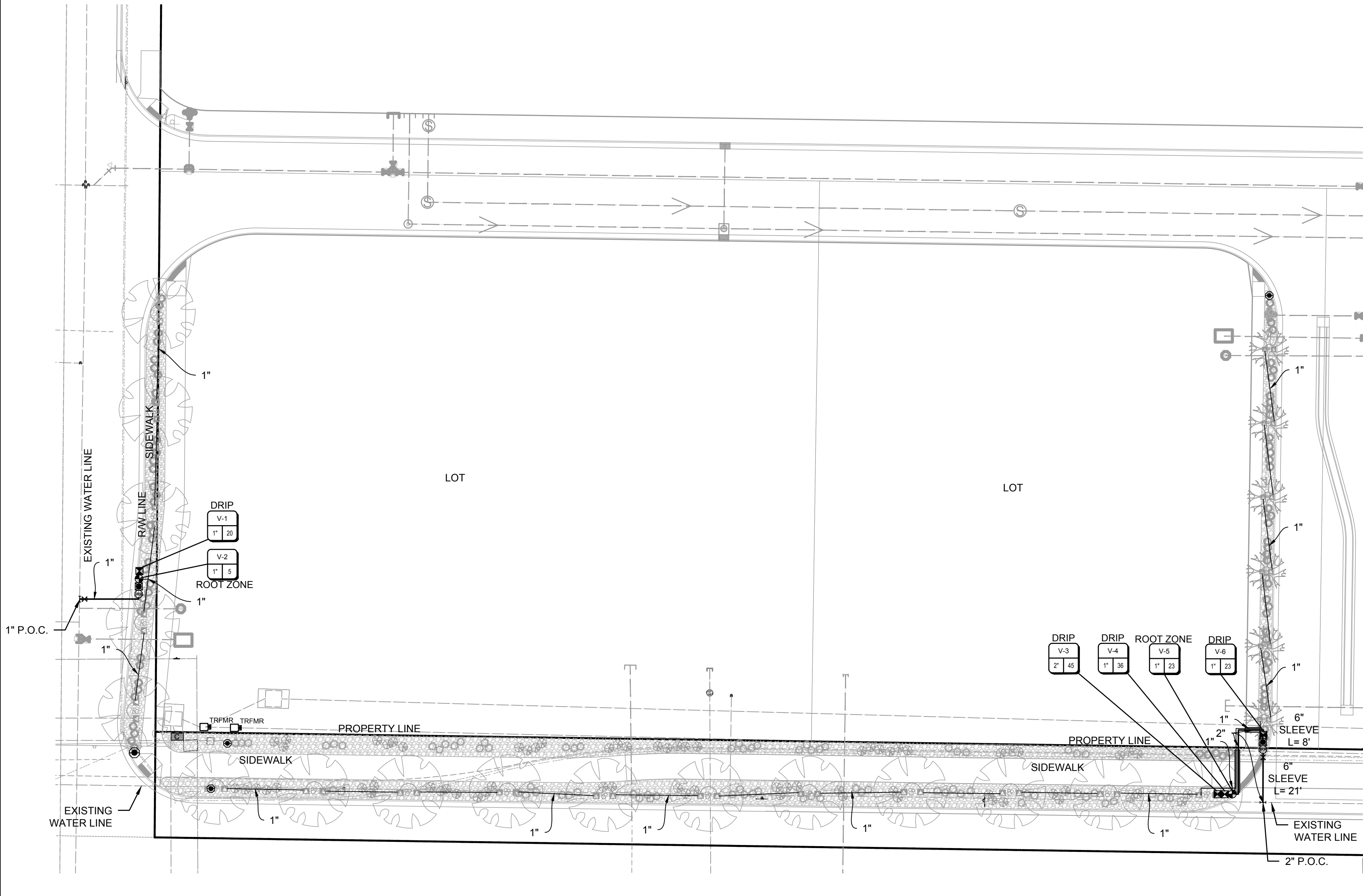
REVISIONS	CITY COMMENTS
1	DATE



SHEET

IRR-02





NOTE:

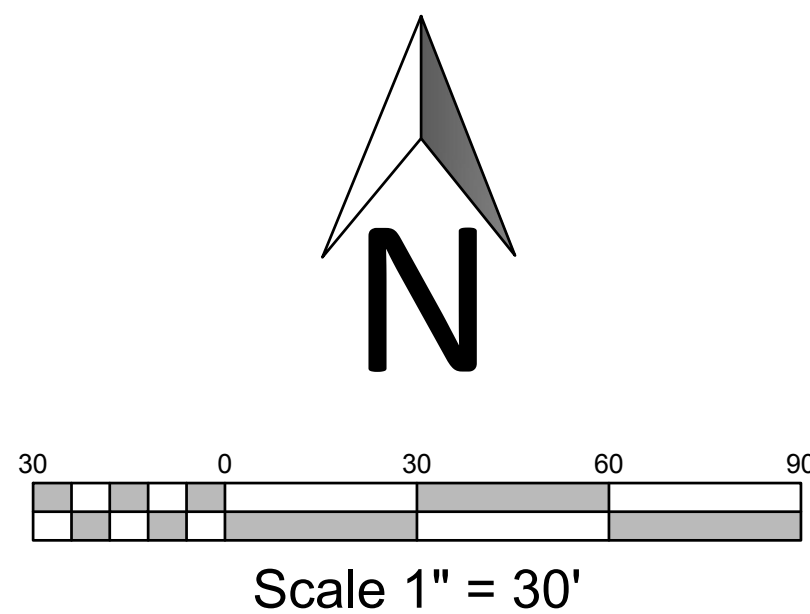
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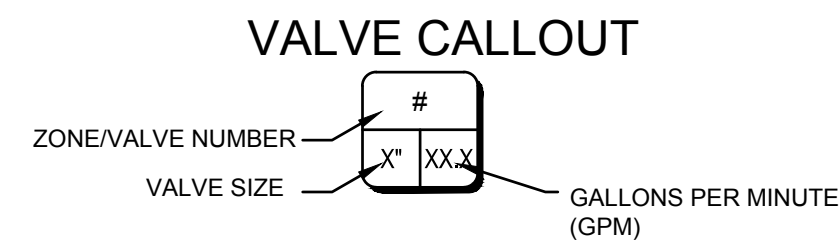
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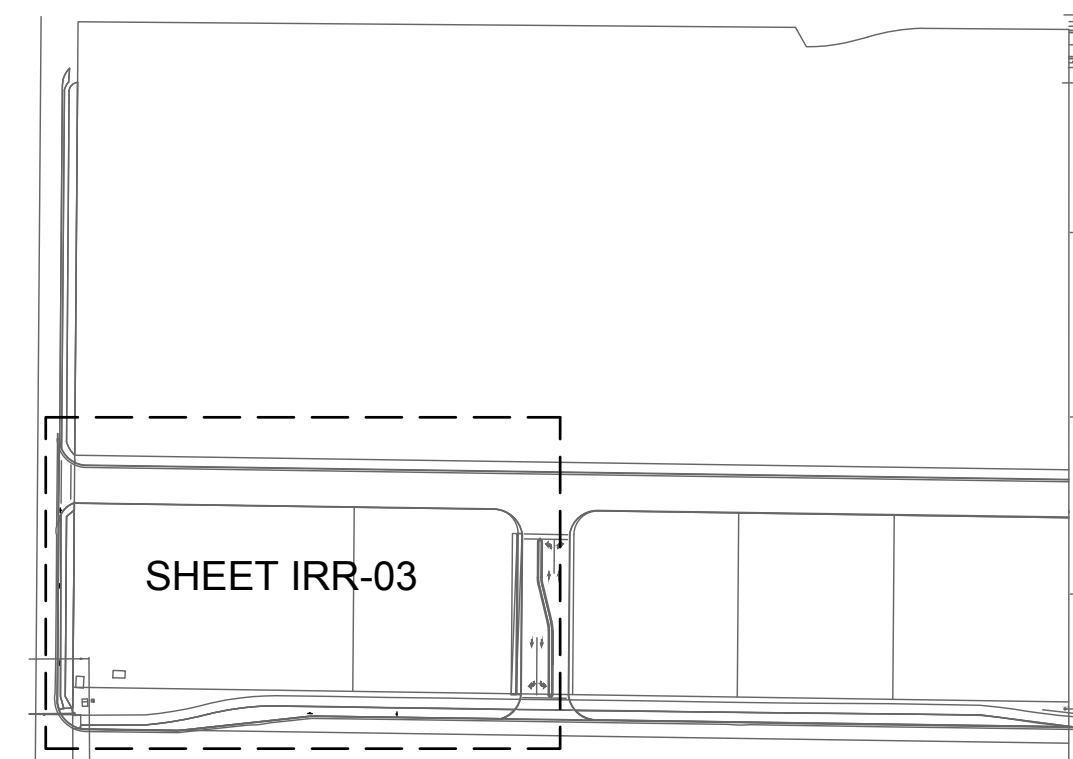


IRRIGATION LEGEND

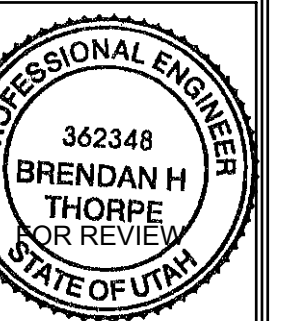
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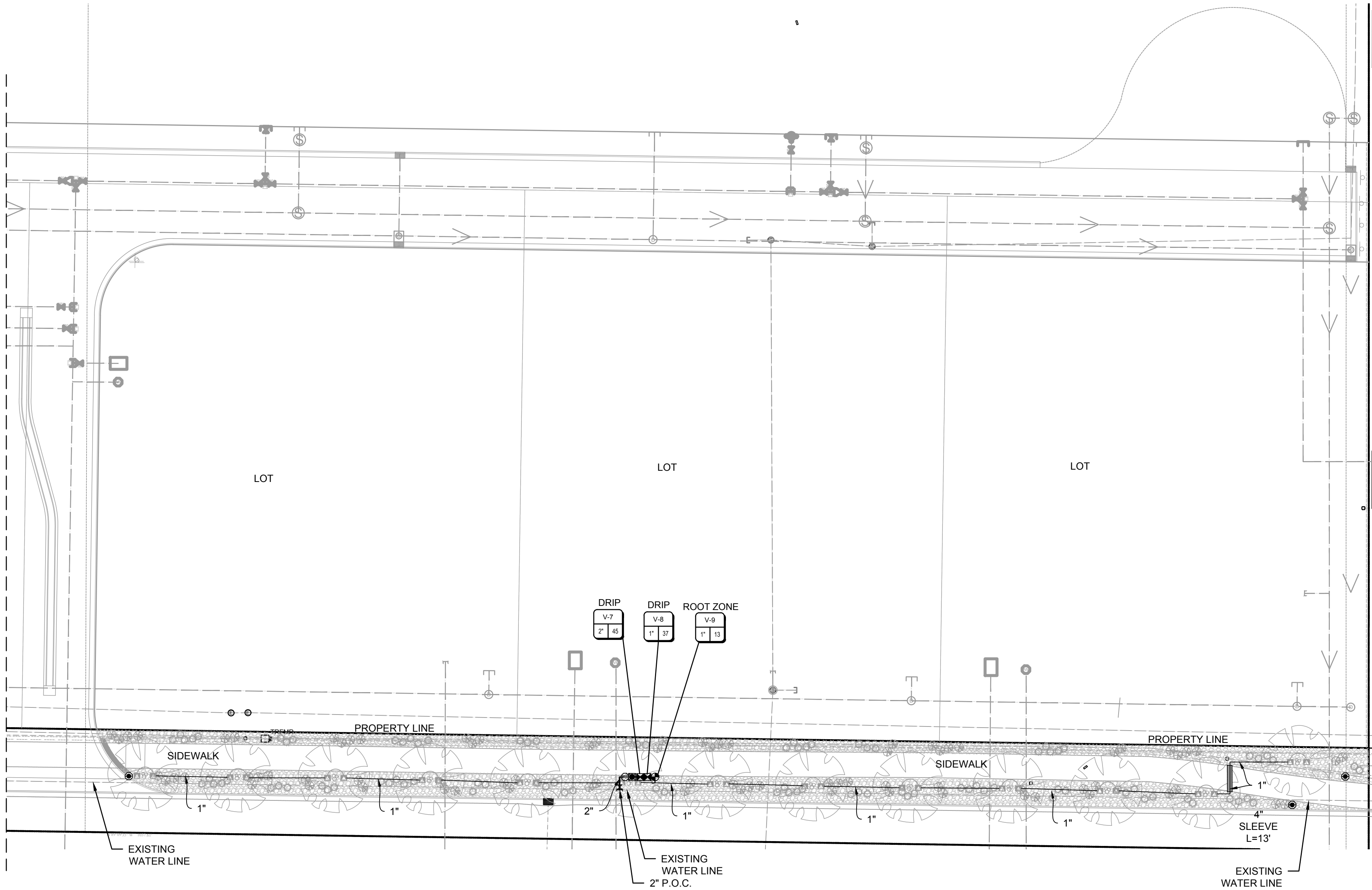
TREES BY ROOTZONE IRRIGATION SEE DETAILS
SHEET IR-310



REVISIONS	CITY COMMENTS
1	DATE



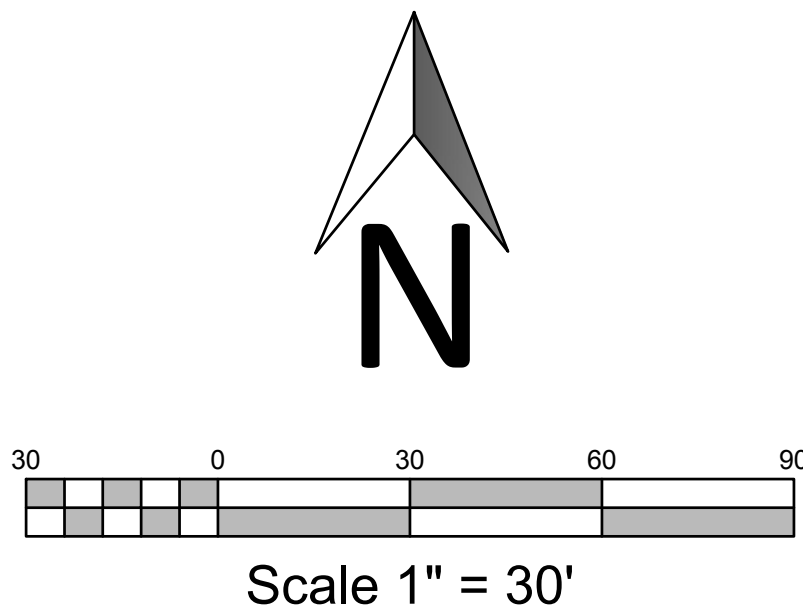
SEE SHEET IRR-03



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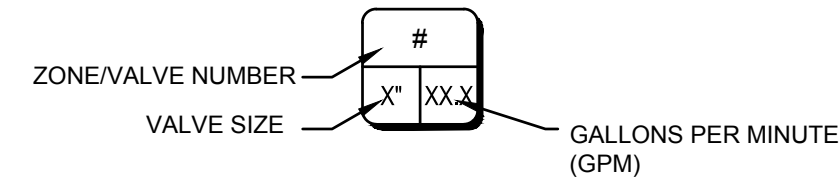
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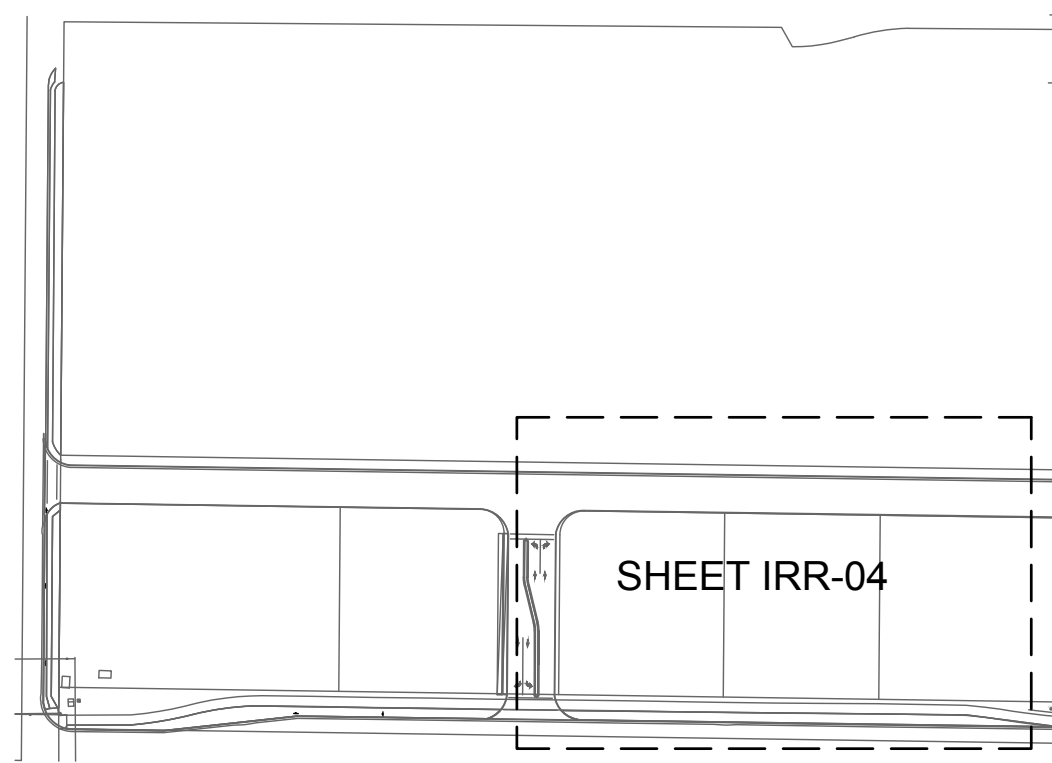
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	SCH. 40 PVC SLEEVE

VALVE CALLOUT



TREES BY ROOTZONE IRRIGATION SEE DETAILS
SHEET IR-310



**EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS
DEEP ROOT IRRIGATION PLAN**

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801.487.8040

CLIENT: SK HART
DWG: IRRIGATION PLAN.DWG
JOB No:
DO NOT SCALE THIS DRAWING. DRAWING IS REDUCED IF LESS THAN 1:1. SEE NOTES FOR DIMENSIONS AND NOTES FOR FIELD USE.

DRAWN BY: VE
DESIGN BY: BHT
CHECKED BY: BHT
DATE: 01/13/2024

REVISIONS	CITY COMMENTS
1	DATE



SHEET
IRR-04



PLOT DATE AND TIME: 6/18/2024 1:25 PM

TAB: la det

FILENAME: C:\Projects\ward\Eagle Square - Eagle Mtn\Design\submittal\Spec&Details.dwg

**EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS
PLANTING & DEEP ROOT IRRIGATION
DETAILS**

 ***Ward Engineering Group***
Planning Engineering Surveying

231 West 800 South Salt Lake City, Utah 84101

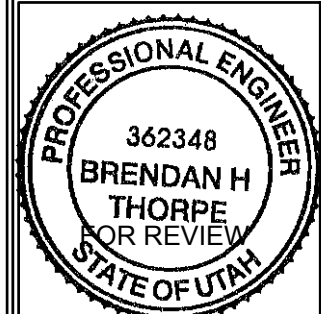
PH: 801 . 487 . 8040

CLIENT: SK HART _____
DWG: SPEC&DETAILS.DWG _____
JOB No: _____

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THAN 22" x 34" - DIMENSIONS AND NOTES TAKE PRECEDENCE

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DESIGN BY: **BHT**
CHECKED BY: **BHT**
DATE: **01/31/2024**

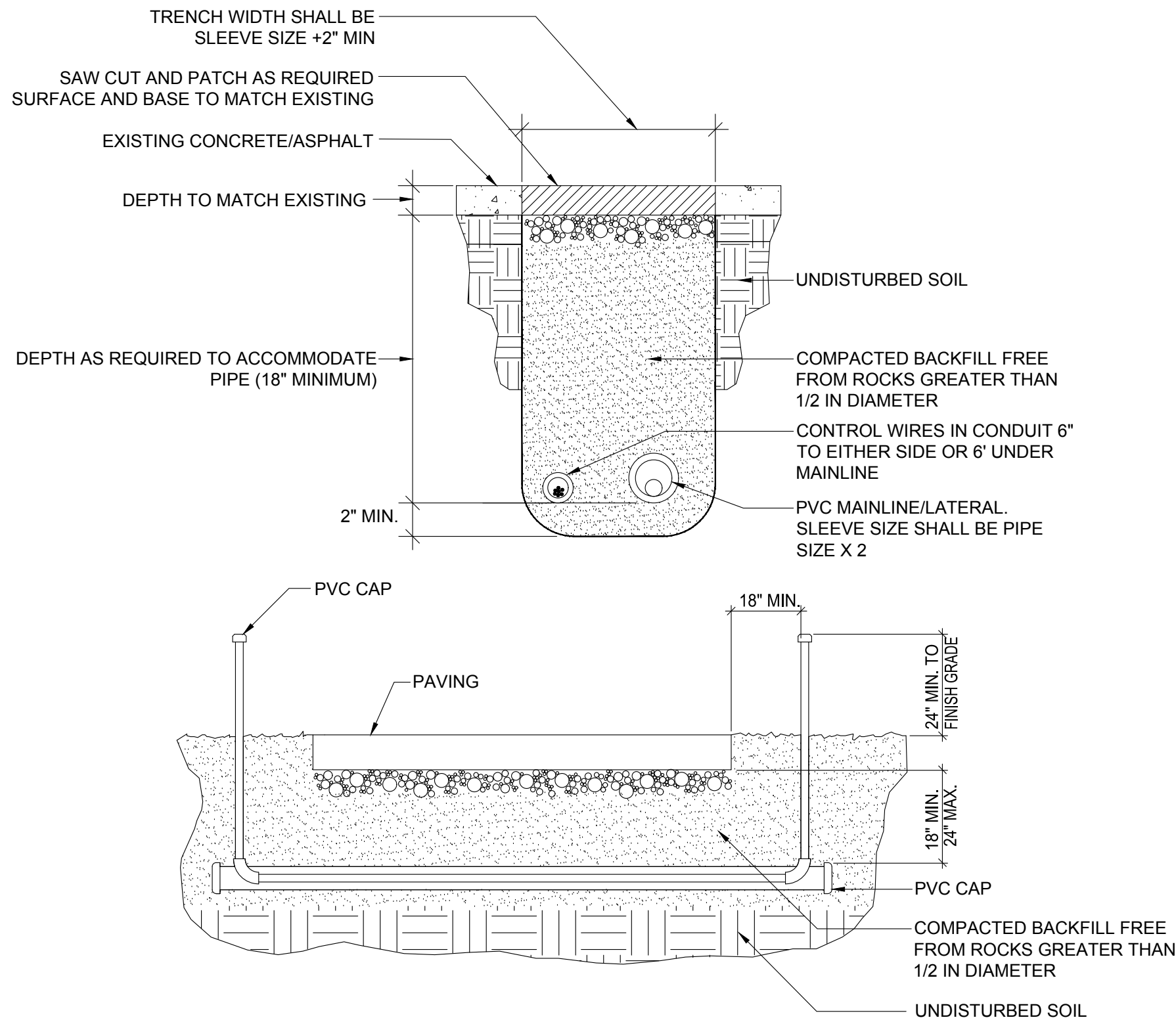
REVISIONS			CITY COMMENTS
1	DATE		



SHEET

DT-01

FILENAME: C:\Projects\ward\Eagle Square - Eagle MinDesign\submital\Spec&Details.dwg
TAB: ir det
PLOT DATE AND TIME: 8/18/2024 1:25 PM

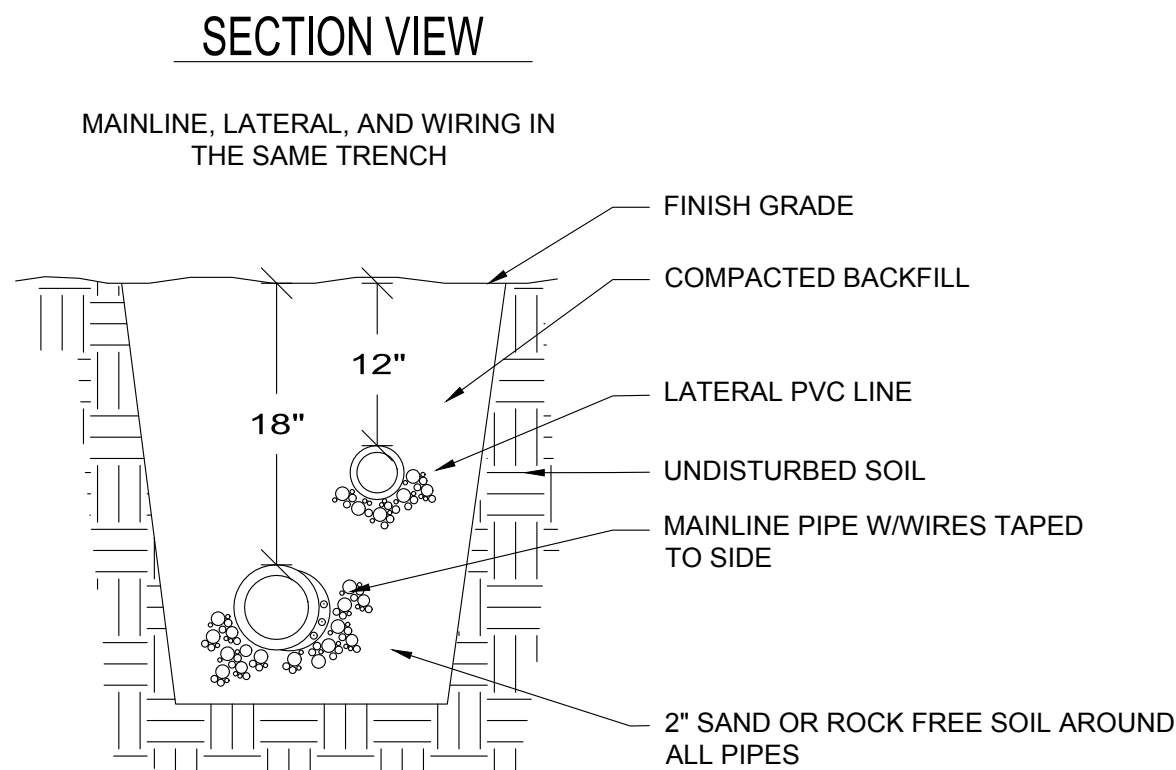


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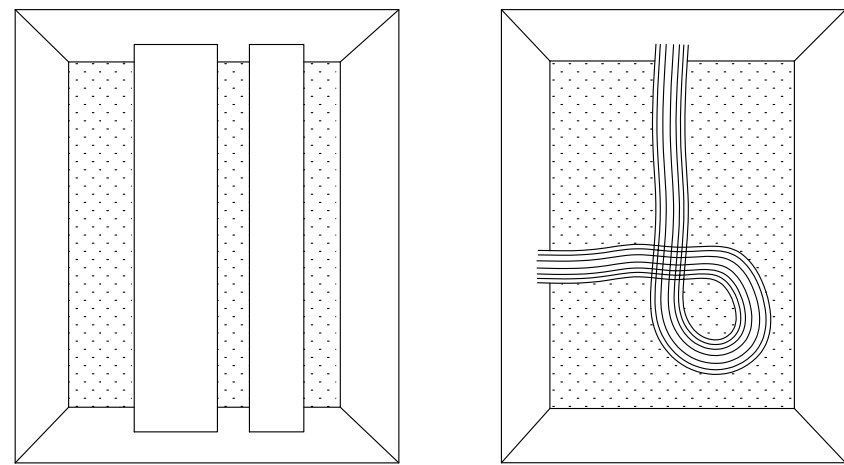
1. ALL PVC IRRIGATION SLEEVING TO BE SCHEDULE 40
2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND SMALLER SLEEVE TO 24" MIN. ABOVE FINISH GRADE.
4. COMPACT TO 95% PROCTOR.
5. ALL SLEEVES UNDER PAVED SURFACES SHALL BE INSTALLED VIA BORING OR JACKING. SAWCUTTING OF PAVED SURFACES SHALL BE A LAST RESORT AND REQUIRES PRIOR APPROVAL BY THE LANDSCAPE ARCHITECT. SUCH WORK SHALL NOT BE CONSIDERED AS ADDITIONAL SCOPE TO THE ORIGINAL CONTRACT.

1 IRRIGATION SLEEVING

N.T.S.



PLAN VIEW

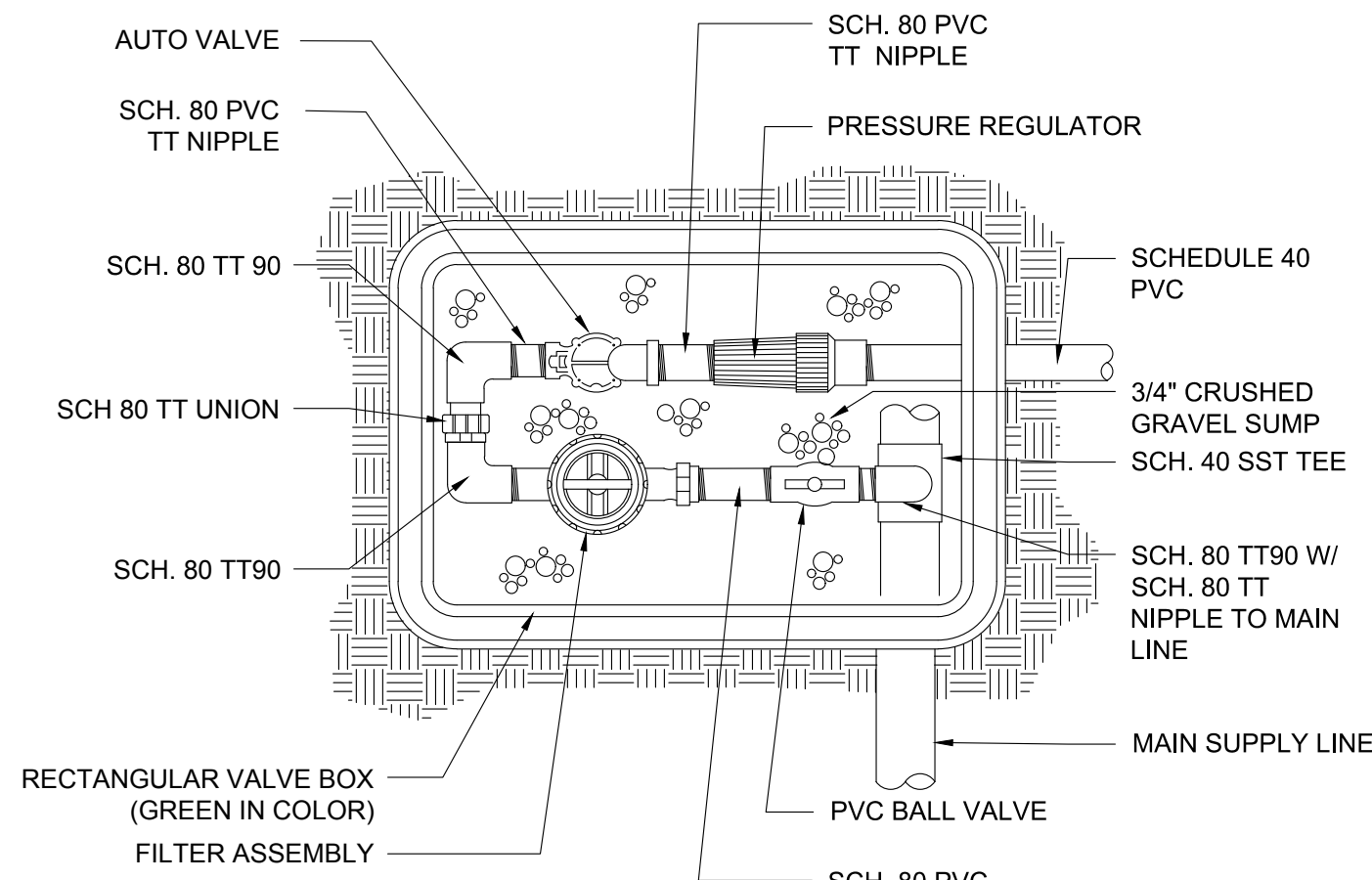


TAPE AND BUNDLE WIRES TO SIDE OF MAINLINE AT 10" O.C.

TIE A 36" LOOP IN ALL WIRING AT CHANGES OF DIRECTION UNTIL AFTER ALL CONNECTIONS HAVE BEEN MADE.

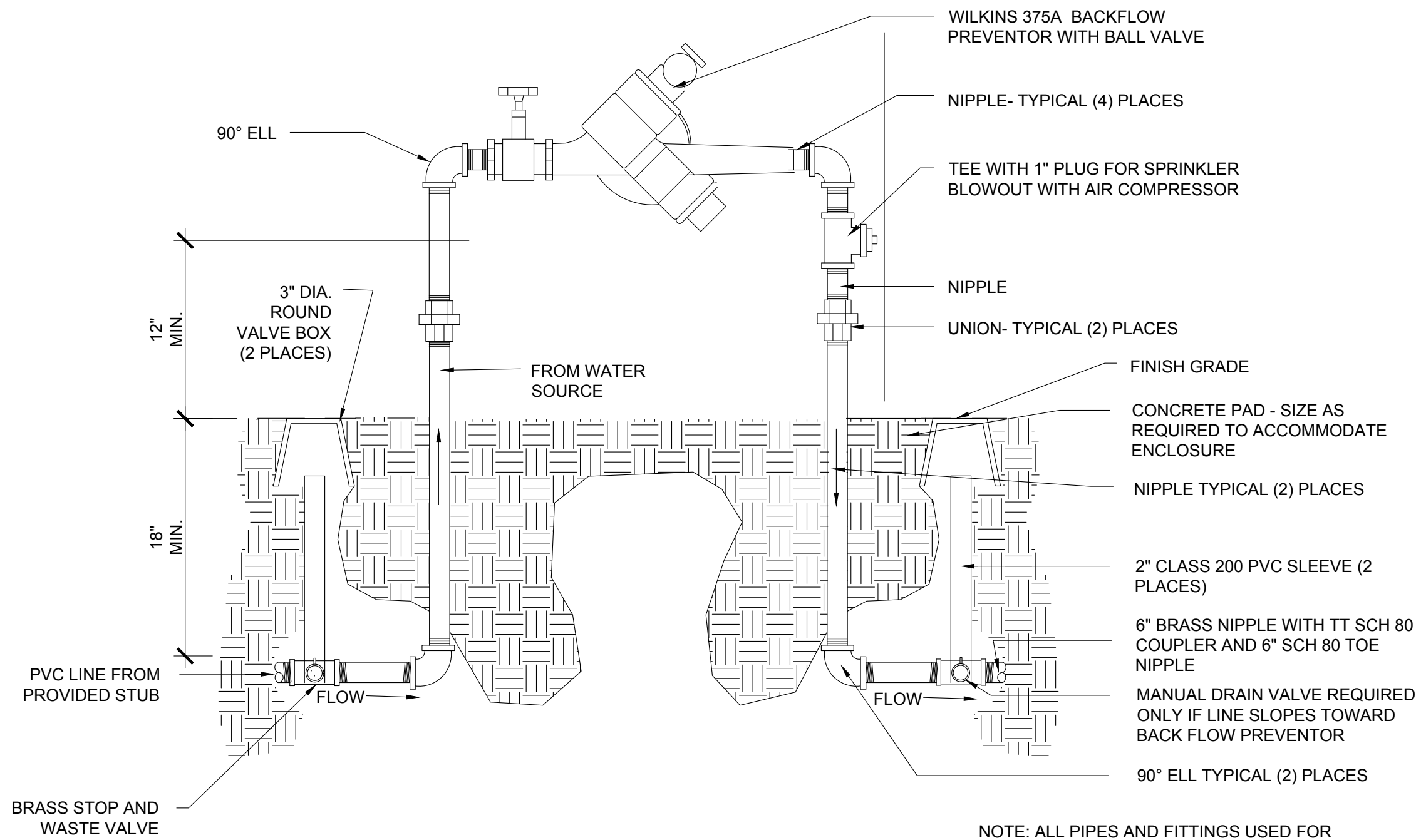
2 PIPE AND WIRE TRENCH

N.T.S.



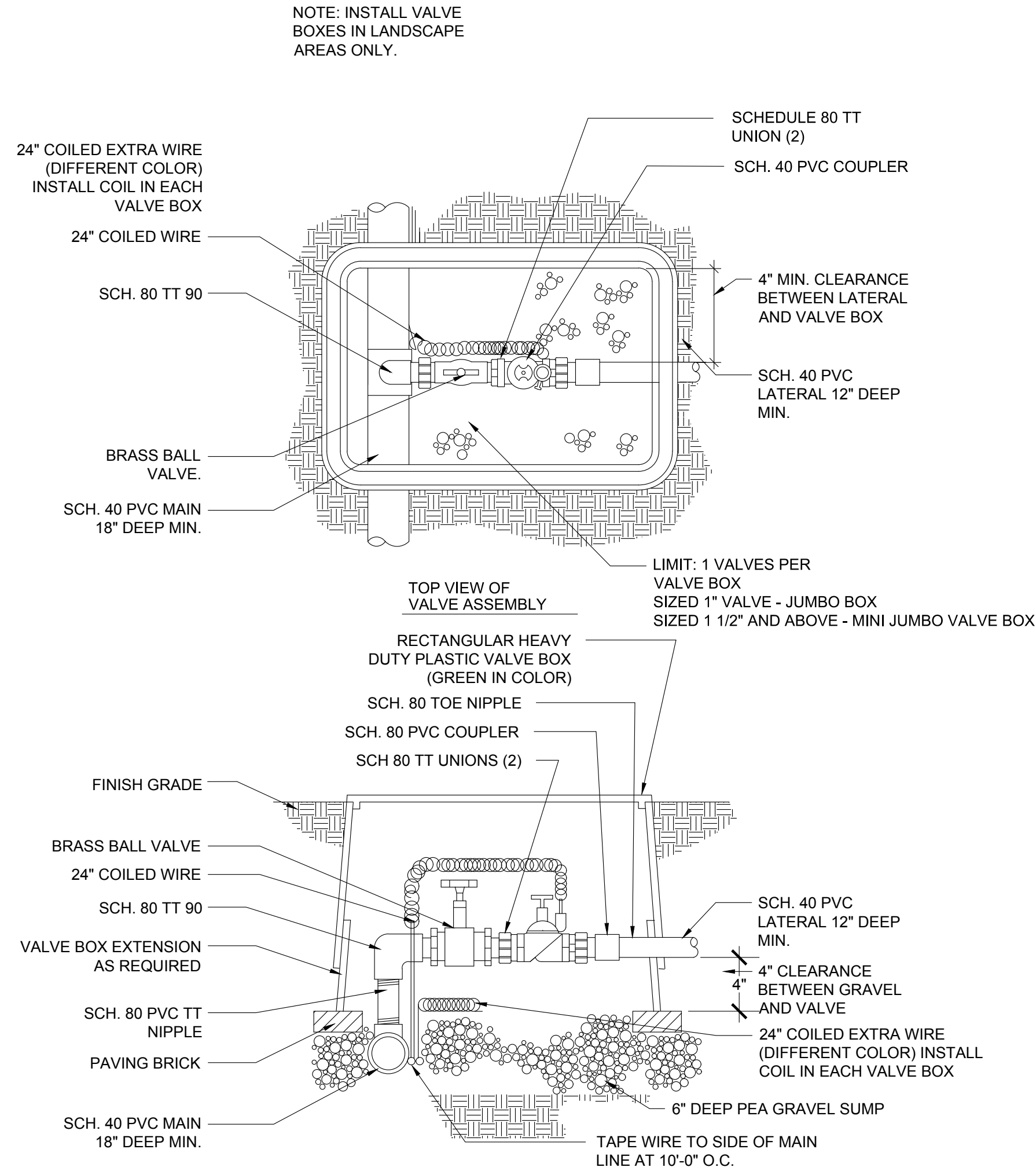
4 DRIP VALVE ASSEMBLY

N.T.S.



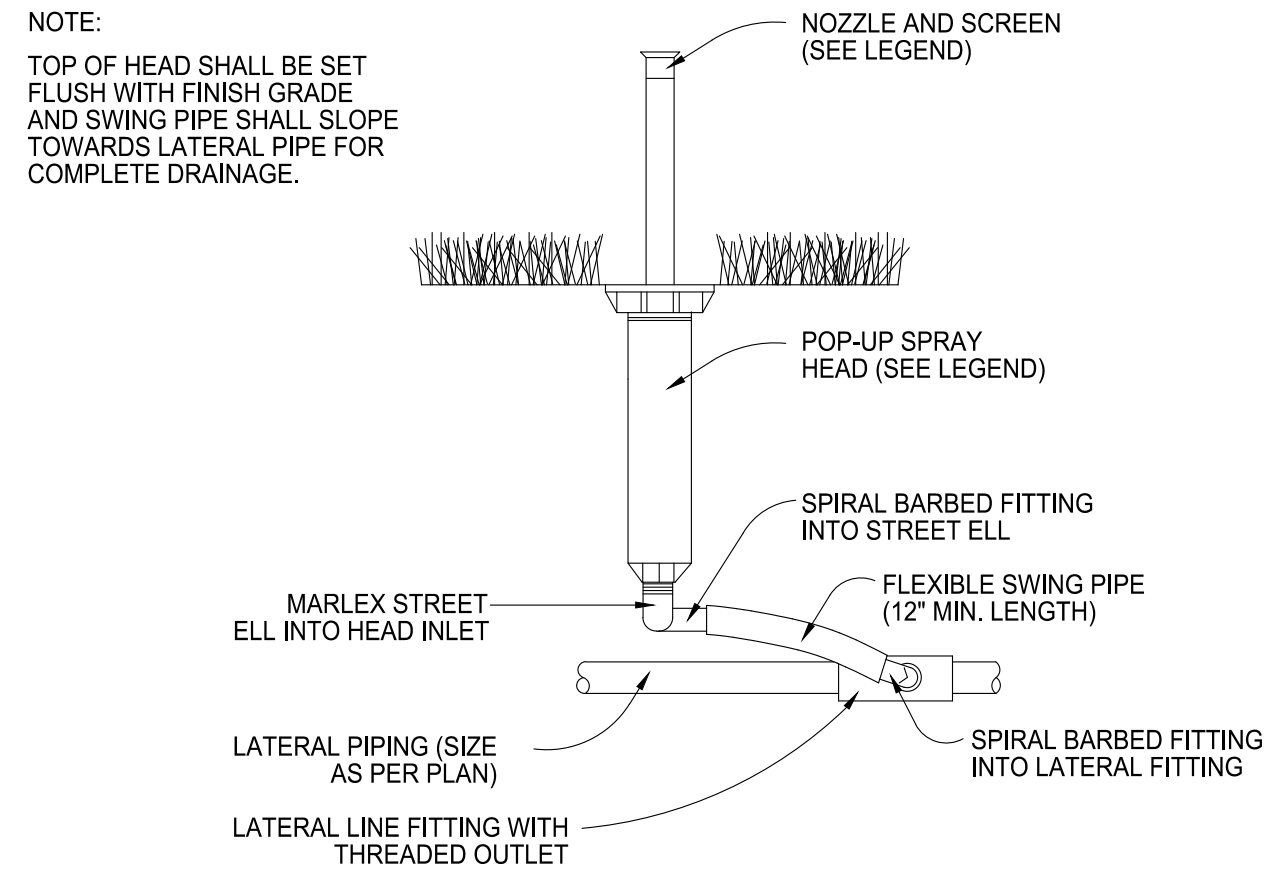
5 BACKFLOW PREVENTOR

N.T.S.



3 LAWN & ROOT ZONE VALVE ASSEMBLY

N.T.S.



6 SPRAY HEAD

N.T.S.

EAGLE SQUARE COMMERCIAL
SUBDIVISION MASTER PLANS

IRRIGATION DETAILS

231 West 800 South Salt Lake City, Utah 84101

Ward Engineering Group

Planning Engineering Surveying

PH: 801.487.8040

CLIENT: SK HART
DWG:
JOB No:
DATE: 01/13/2024

DRAWN BY: VE
DESIGN BY: BHT
CHECKED BY: BHT
DATE: 01/13/2024

REVISIONS	CITY COMMENTS
1	DATE



SHEET

DT-02





August 28, 2024

RE: Eagle Square Traffic Impact Study

Dear Council,

After reviewing the updated roadway plans for the Eagle Square project, several observations were made by engineering staff. The original plan included a southbound dual left from Porters Crossing to Pony Express Parkway and a dedicated right turn to westbound Pony Express. These mitigations were recommended in the Hales Engineering TIS and help to reduce the stacking that occurs at that intersection. The original plan also had a right turn lane to accommodate Pony Express westbound traffic turning north on Porters Crossing. City engineering agrees these mitigations would greatly improve the existing deficiencies as well as the increased traffic from the Eagle Square project. These mitigation efforts are still included in the proposed plan and are supported by engineering.

Immediately south of the project in the area east of Porter's Crossing, the applicant had previously proposed installing medians to accommodate left turn movements in and out of the development. The updated proposal moves the access point farther east to align with access on the south side of Pony Express and removes the median curbing, allowing full turn movements for properties on both the north and south side of Pony Express. The increased distance from the Porter's Crossing intersection removes the concern that engineering staff had regarding conflicts with cars in the left turn que and is a preferable configuration.

The updated proposal also restricts the southern access onto Porters Crossing to right in/ right only by placing a median along Porter's Crossing. This is felt to be an acceptable solution to concerns with traffic stacking through that intersection.

New to this proposal was a left turn into Ridley's parking lot in order to reduce traffic turning north at Porter's crossing. Engineering's main concern with this proposal was that it could cause conflicts with left turn movements out of the parking lot as well as possible west bound left turn movements from vehicles trying to enter the parking area on the south side of Pony Express. These concerns can be mitigated with a serpentine median that would only allow for the eastbound left turn movement similar to the one currently on Redwood Road near the Smith's shopping center. Engineering agreed that this would be a preferred option. Another concern from staff about the stacking for the left turn movement could also be solved by lengthening the left turn pocket as part of this overall design modification.

Staff also still feel that a roundabout on the north end of Porter's Crossing would help reduce U-turns that cars restricted to right out will make. The traffic study supported that a roundabout wasn't needed, but was still something that may want to be considered.

In short Engineering staff would recommend that the proposals made by the applicant are sufficient to accommodate the increased traffic resulting from the proposed development.

Christopher T Trusty, PE

City Engineer

This email is in regard to the development of the lot on the north east corner of Pony Express Parkway and Porters Crossing. I've heard that a motel may possibly be being built there. This is a concern, as it would bring people in and out of our community that we are not familiar with. As a parent this raises a major safety concern.

I'm also concerned about the development of high density housing being built on the north end of Porters Crossing. Not only is more high density housing a concern, but as far as I've been told there is only going to be entrances and exits on the south side of those developments bringing more traffic into an already traffic dense area.

Please take our communities concerns about these developments into account and help us to create an area we all want to live in.

Thank you for your time,

Kelsey Haney

Hello I am a resident who lives in the area behind porters crossing and pony express.

I understand there is a want for a hotel in the empty land avalibale. I do not understand this want. The area behind the hotel is loaded with children. Not to mention that the hotel would be close to 2 elementary schools. The development of that area is necessary and encouraged. But not for a hotel. There is no need for it. It will bring in safety concerns and traffic to an already very congested area. I would not like this to happen and I think the majority of residents agree.

Thanks.

Emily Layton

Good day!

I live in New Park near Ridley's and we are all very concerned about a couple things being proposed. We heard there might be a hotel going in the plot across from McDonald's along with a road entrance there. Hotels that are not five stars are known to bring in more crime, plus a lot more traffic for an intersection that is already crazy. That intersection is already dangerous so add another road for people to turn out of and into across McDonald's would make it even worse.

Also, on top of all the high density housing that we already have surrounding our neighborhood, the city apparently has already approved MORE high density housing right behind New Park. Our neighbors were informed that there will not even be a road going out a different way for that group of high density housing (like toward the Ranches and ultimately toward Corey Wride Highway). So again all the new people will all be driving in and out of Porter Crossing or going through the neighborhood to Gazelle Run. We have tons of children in our neighborhood that enjoy playing outside and riding bikes. Having even more high density housing that only can go through our neighborhoods and get out at Porter Crossing is going to make it so much more dangerous, plus horrible traffic. Please reconsider the plans for

more high density housing, and at least providing a north exit road for them to not further congest this area.

Our neighborhood seemed great when we moved in, but if the city continues to approve high density housing, plus maybe a hotel, without a solution for traffic and roads, this area will suffer greatly.

As a side note, my cousin is a city planner for SLC and the very first thing she said when she came to our house, was it's crazy how much housing is going up compared to the lack of infrastructure. I know EM can do better!

Because Pony Elementary School is so close by (about 1 mile away) and most of our kids go there, a LOT of kids walk and ride their bike on Porter's Crossing and surrounding areas. We do not feel that it is safe at all to have transient people at the hotel that close to so many children. Not sure if there is a city ordinance or not about how close a hotel can be to an elementary school, but there definitely should be for the children's safety.

Thanks,

Sarah Villamizar

Hello!

I hope this message finds you well. I am writing to express my concerns regarding the proposed development of a hotel in close proximity to our residential neighborhood. As a resident of New Park Neighborhood, I believe this project could have significant negative impacts on our community, particularly on the safety and well-being of our children and the already challenging traffic conditions in the area.

Here are several key points outlining why I believe this development is not suitable for our neighborhood:

1. **Safety of Children:** Our neighborhood is home to many families with young children who frequently play and walk around the area. Introducing a hotel nearby could increase traffic volume and pose risks such as speeding vehicles or unfamiliar drivers navigating our residential streets.
2. **Traffic Congestion:** The current traffic flow in our neighborhood is already strained during peak hours. Adding a hotel will likely attract more vehicles, including delivery trucks, service vehicles, and guest cars, exacerbating congestion and potentially leading to safety hazards for pedestrians and cyclists.
3. **Noise and Disturbance:** Hotels typically generate increased activity, including guest arrivals and departures, deliveries, and potentially late-night activities. This could disrupt the peace and quiet of our residential area, affecting the quality of life for residents, especially those with young children who require a peaceful environment for sleep.
4. **Environmental Concerns:** Any increase in traffic due to the hotel could contribute to environmental degradation, including air pollution and noise pollution, which would impact the health and well-being of all residents, particularly children and vulnerable populations.

5. Property Values: There is also a concern about the potential impact on property values in our neighborhood. If the development leads to increased noise, traffic, and safety concerns, it could potentially decrease the attractiveness of our area for current and future homeowners.

Given these considerations, I respectfully urge you to reconsider the approval of the hotel development next to our residential neighborhood. It is crucial to prioritize the safety and well-being of our community, particularly our children, and to ensure that any developments are compatible with the existing residential character of our area.

Thank you for considering my concerns.

Best regards,

Calli Wilson

[REDACTED]

[REDACTED]

Hello,

I'm a resident of the New Park development off Porter's Crossing in Eagle Mountain and am concerned about the Eagle Square commercial development. I've reviewed tonight's agenda packet, including the preliminary plat map. My concern is twofold.

First, the effect the proposed lot development will have on traffic in the area. The Porter's Crossing and Pony Express Blvd intersection is already busy and dangerous. A traffic study is planned for this Summer to see if a protected turning lane is warranted, turning East on Pony Express because vehicle congestion makes it difficult to exit our neighborhood at times. The intersection is incredibly dangerous, demonstrated by numerous minor and life threatening vehicle/pedestrian collisions. I walk through that intersection most mornings and am almost hit by a car on a regular basis. Putting a busy commercial development on that corner, given the existing traffic flow, would only make the situation worse.

While reviewing the preliminary plat map, I noticed two entrances/exits will be constructed for this lot. One facing Pony Express and the other facing Porter's Crossing. It appears as though the developer would like cars to be able to turn left out of the driveway, driving East on Pony Express. There is a similar driveway on the opposite side of the street, near the Dollar Tree, and, from experience, it's difficult to do a cross traffic turn there. Having one on the Eagle Square side will be even more dangerous given the vehicles that back up at the light. Also, this will cross a heavily used long-existing pedestrian path, which only compounds the issue.

My biggest concern is the proposed driveway on Porter's Crossing. It appears as though the driveway will be across the street from the current driveway by McDonald's. This part of Porter's Crossing is a joke. Except it's too dangerous to be funny. Going North on Porter's Crossing is only one lane and people who try to turn into the McDonald's driveway either block traffic going North (backing up into the intersection) or move over so cars can pass on the right and take up the left turn lane, going East on Pony Express. This causes more traffic and I've almost been hit head on by cars coming into the turning

lane. From what I can tell, Porter's Crossing will not be widened, except for a right turn lane to enter Eagle Square. We need a dedicated left turn lane going into both driveways (McDonalds and past the bank) for safety. To add an additional driveway in this area would be madness. Please make the developer pay for the street to be widened there or at least take the land via eminent domain and have the city do it. To compound this, a high density housing development is planned for the dirt area behind New Park that Porter's Crossing will feed into. Neighborhood residents are terrified for the safety of their kids with the extra vehicle traffic this will mean.

My second concern involves what will be built on the large plot during phase two. A motel in that spot has been floated around and our neighborhood strongly opposes that. The results of the recent hotel feasibility study the city paid for clearly show that a 3 star, business oriented property would serve Eagle Mountain best, not a one or two star property. Any hotel in this location would only compound the traffic situation and bring an undesired element of transience to our kid friendly neighborhood.

I appreciate your desire to grow Eagle Mountain and the amenities this lot development could bring (please no more auto parts businesses!). An empty lot is not desirable. However, we are begging you to see the macro picture of that area and keep residents in mind when approving plans that developers bring to the city.

Thank you!

Aimee Gough

To whom it may concern:

I have seen plans and it has been reiterated by the City that a hotel is planning to occupy a portion of Eagle Square.

Since I can't be there in person for the meeting, I want my voice to be heard concerning this issue.

I do not want a hotel within walking distance to my house. Not only because crime will become more prevalent, but also because the roads cannot handle it. It is already a huge headache to leave Ridley's on Porter's Crossings to head east on Pony Express Parkway.

Houses are too close to the road, so expansion is not an option. Especially since apartments and townhomes are already planned to go in behind the New Park neighborhood.

If a hotel is built in that spot, that will take away the possibility of letting my kids walk or bike to school. There is no way I will let my kids walk past a hotel to get to school. And with us living within a mile of Pony Express Elementary, a bus is not provided for us. What option will that give parents who work full time?

The amount of car break ins have already increased in our neighborhood since the Dollar Tree was put in.

There are so many better locations for a hotel, such as off of SR-73. Please reconsider putting a hotel at Eagle Square.

A concerned citizen,

Allie Henrich

To whom it may concern,

I am writing to express my thoughts and concerns regarding the current proposal to create five plats for commercial development near our residential neighborhood, including a large plat marked as "Future Development." While I am supportive of commercial development that brings additional restaurants, shops, and professional services to our community, I have significant concerns regarding the potential inclusion of a hotel in this plan.

Increased Traffic and Noise

One of the most immediate concerns with a hotel development is the potential for increased traffic congestion in an already desperately congested area. Hotels typically generate substantial vehicular movement due to guest arrivals and departures, deliveries, and staff commuting. This increase in traffic can lead to congestion on local roads, making it more difficult for residents to navigate the area and potentially posing safety risks, particularly for children and elderly residents. Additionally, the operation of a hotel can introduce significant noise pollution, with guests coming and going at all hours, events hosted on-site, and general operational noise. This disruption could severely impact the peaceful, quiet environment that is characteristic of our neighborhood.

Strain on Local Resources

The introduction of a hotel could place undue strain on our local resources and public services. The increased demand for utilities such as water, electricity, and waste management services could overwhelm the existing infrastructure, leading to potential service interruptions or increased costs for residents. Furthermore, parking availability, which is already limited in our area, would likely become a more pressing issue, exacerbating frustrations and inconvenience for local homeowners.

Potential for Increased Crime and Transients

A hotel in a residential neighborhood could potentially invite crime and increase the transient population. Hotels often attract a wide range of guests, and while many are law-abiding, the transient nature of hotel occupancy can lead to security concerns. This is particularly worrisome given that Eagle Mountain relies on the county sheriff for police support, which can result in longer response times compared to having a dedicated local police force. This could undermine the sense of safety and stability that is a hallmark of our community.

Changes in Neighborhood Character

The presence of a hotel could fundamentally alter the character and charm of our residential neighborhood. The influx of transient guests and the commercial activities associated with hotel operations might disrupt the sense of community and stability that we currently enjoy. The shift from a residential to a more commercial atmosphere could erode the neighborhood's appeal, affecting property values and community cohesion.

Preferred Alternative Location for Hotel

There are more suitable locations for hotel developments within Eagle Mountain, such as the proposed "downtown area" near Corey Wride Park. This area is better equipped to handle the increased traffic and resource demands associated with a hotel and would not disrupt a residential neighborhood.

I hope that the city takes this into consideration as they evaluate the current and future proposals for this development.

Robert Williams

[REDACTED]

[REDACTED]

Please don't pass this! We don't want hotels and trashy commercial right near our neighborhood.

Parker

I have heard that comfort inn what's to build here. I am strongly against this! A large hotel will bring crime, traffic, and trash to our beautiful family neighborhood. It's already really hard to keep our kids safe on these popular streets. I do not want this to happen!

Kalleen Pratt

[REDACTED]

RESOLUTION NO. R- -2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPOINTING LAURA LARUE AS THE
EAGLE MOUNTAIN CITY DEPUTY TREASURER**

PREAMBLE

WHEREAS, Utah State Code Annotated Section 10-6-143 City Treasurer or Deputy provides for a Deputy Treasurer to perform the duties listed within the Section; and

WHEREAS, the Deputy Treasurer is appointed by the Mayor, with the advice and consent of the City Council, and serves in office until his successor is appointed and qualified; and

WHEREAS, Laura LaRue is a qualified and suitable person to serve as the Eagle Mountain City Deputy Treasurer.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah, that Laura LaRue is hereby appointed Eagle Mountain City Deputy Treasurer.

This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 3rd day of September, 2024.

Those Voting Yes:

Those Voting No:

Those Excused:

Those Abstaining:

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Melissa Clark

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Rich Wood

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amended Purchase Agreement with Holbrook HGS LC for the Acquisition of a Right-of-Way along Old Airport Road.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$226,200
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	3.13

PUBLIC HEARING

No

PREPARED BY

Chris Trusty, City Engineer

PRESENTED BY

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, approving an Amended Purchase Agreement with Eagle Mountain Airport LLC for the acquisition of a right-of-way along Old Airport Road, and authorize the Mayor to sign the contract.

BACKGROUND:

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--ROW Purchase Agreement-Eagle Mountain Airport LLC
2. ROW Purchase Agreement - Eagle Mountain Airport LLC

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN AMENDED PURCHASE AGREEMENT WITH EAGLE MOUNTAIN AIRPORT LLC FOR THE ACQUISITION OF A RIGHT-OF-WAY ALONG OLD AIRPORT ROAD

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an amended purchase agreement with Eagle Mountain Airport LLC for the acquisition of a Right-of-Way along Old Airport Road, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Purchase Agreement with Eagle Mountain Airport LLC is amended, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of September, 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

Exhibit A

RIGHT-OF-WAY PURCHASE AGREEMENT

This RIGHT-OF-WAY PURCHASE AGREEMENT (“Agreement”) is made and entered as of the 3rd day of September, 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 3.77 acres of undeveloped land located in the City, Utah County Parcel Numbers: 58-048-0112 and 58-048-0113 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“Land”).

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

C. 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 Two Hundred Twenty Six Thousand Two Hundred dollars (\$226,200) (“Purchase Price”) The Purchase Price is based on the gross acreage of 3.77 acres and a price of Sixty Thousand dollars (\$60,000) 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 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 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 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 E** 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 E**;
 - 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: _____

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"	Form of Quitclaim Deed

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

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



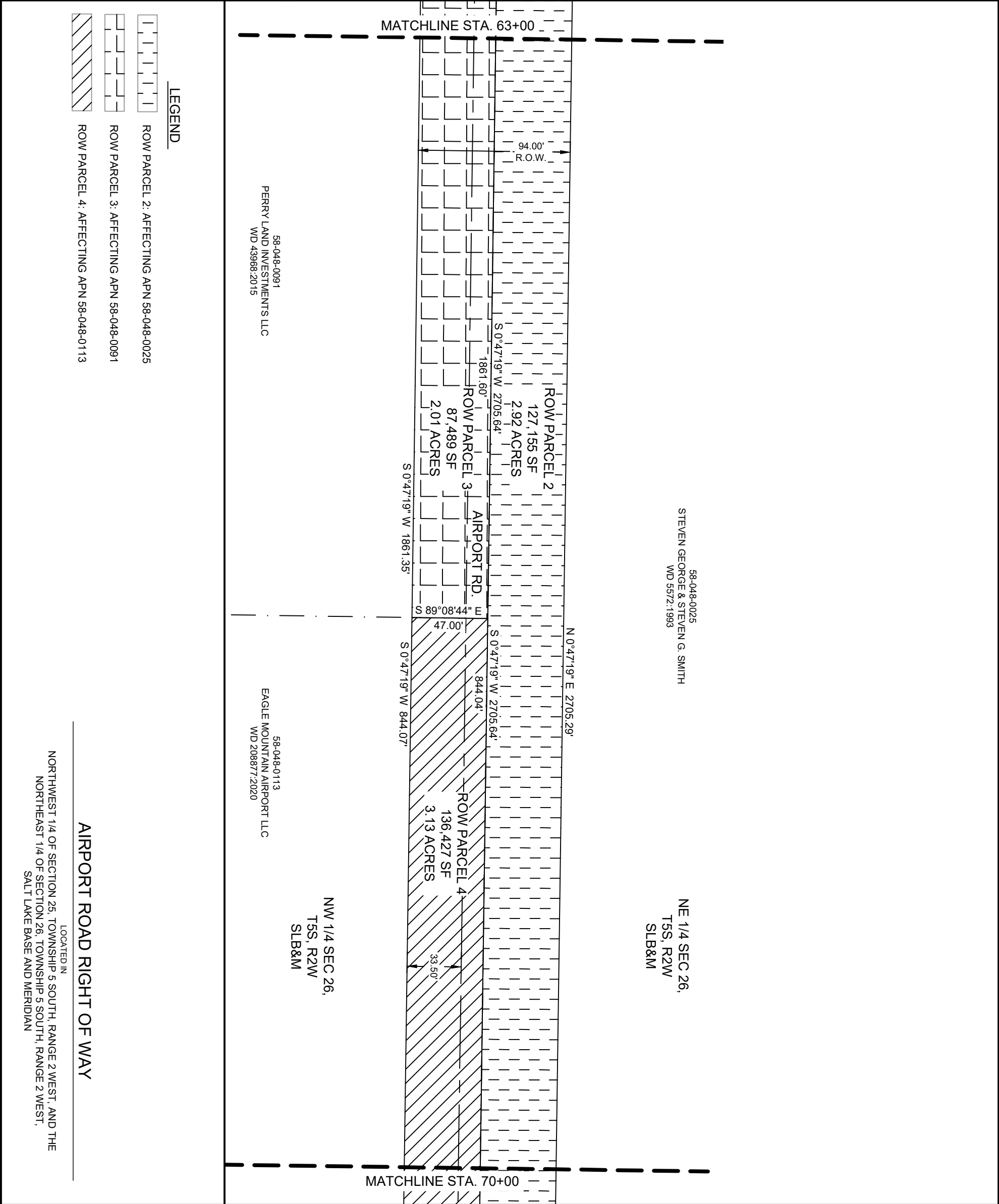
3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P] (801) 768-7200 | F] (801) 768-7201

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





0 15 30 60
SCALE: 1" = 60'
(SCALE ONLY VALID FOR 11" x 17" PAPER)

RIGHT OF WAY EXHIBIT

AIRPORT ROAD

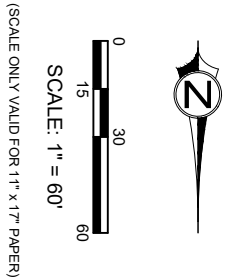
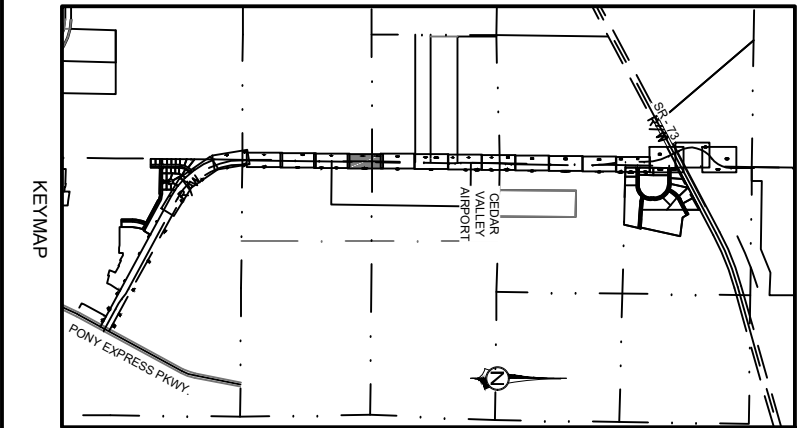
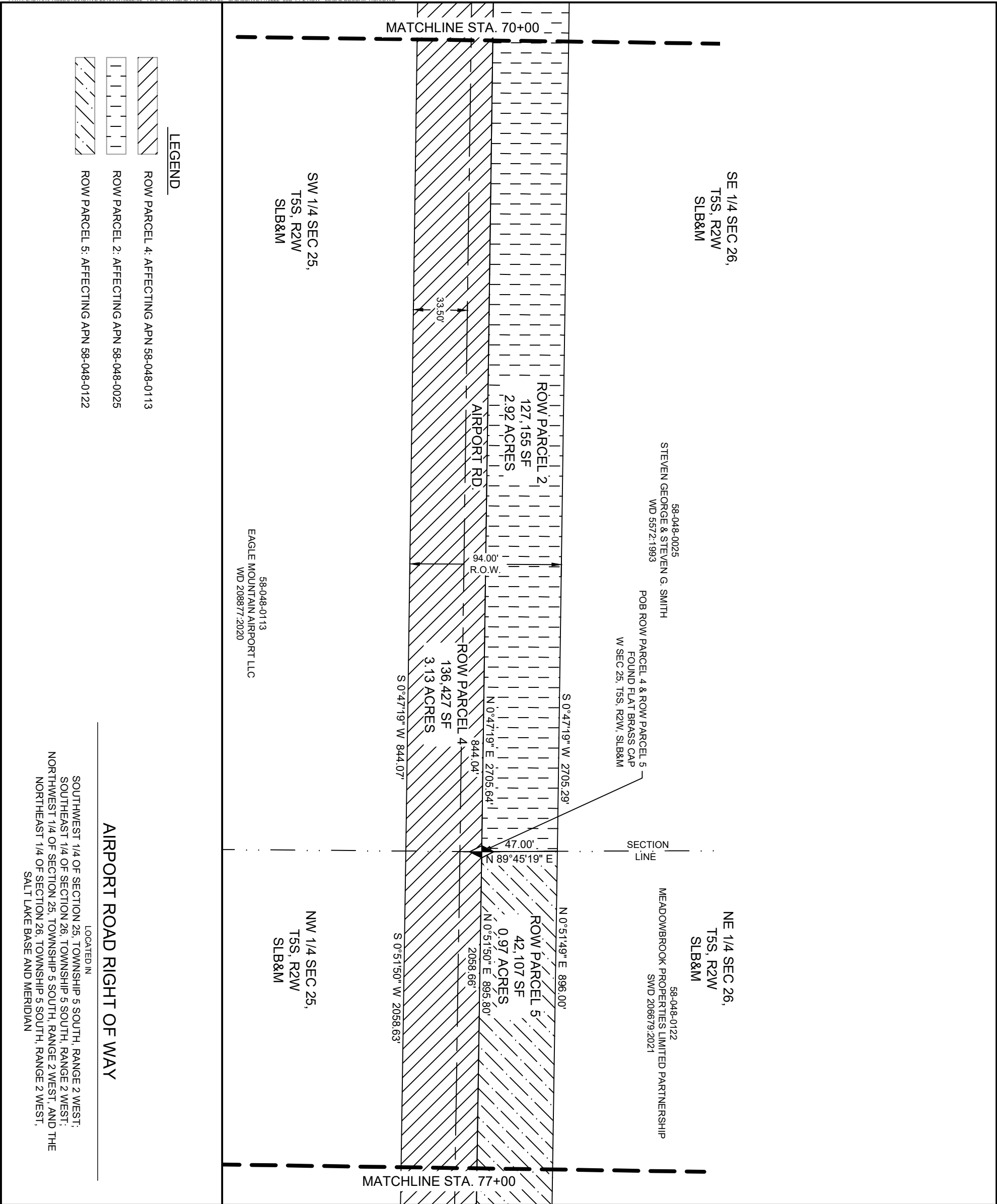
EAGLE MOUNTAIN, UTAH

REVISION			
NO.	DESCRIPTION	BY	APR. DATE

CivilScience
Engineers | Surveyors | Solutions
3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200

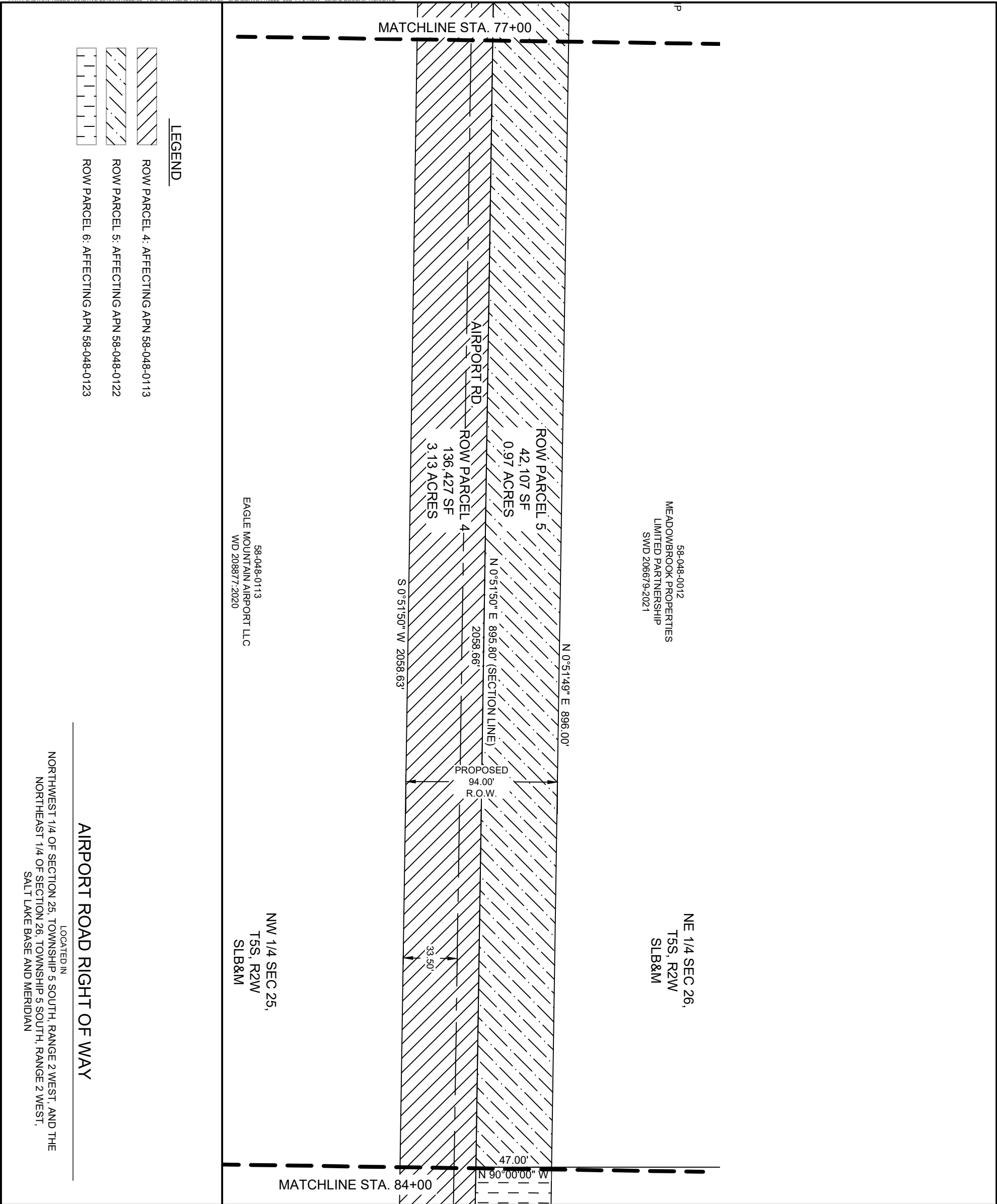
PROJ.#: FF-19222-02
DATE: DECEMBER, 2023
DESIGN BY: WJK
CHECKED BY: OTM

5 OF 17

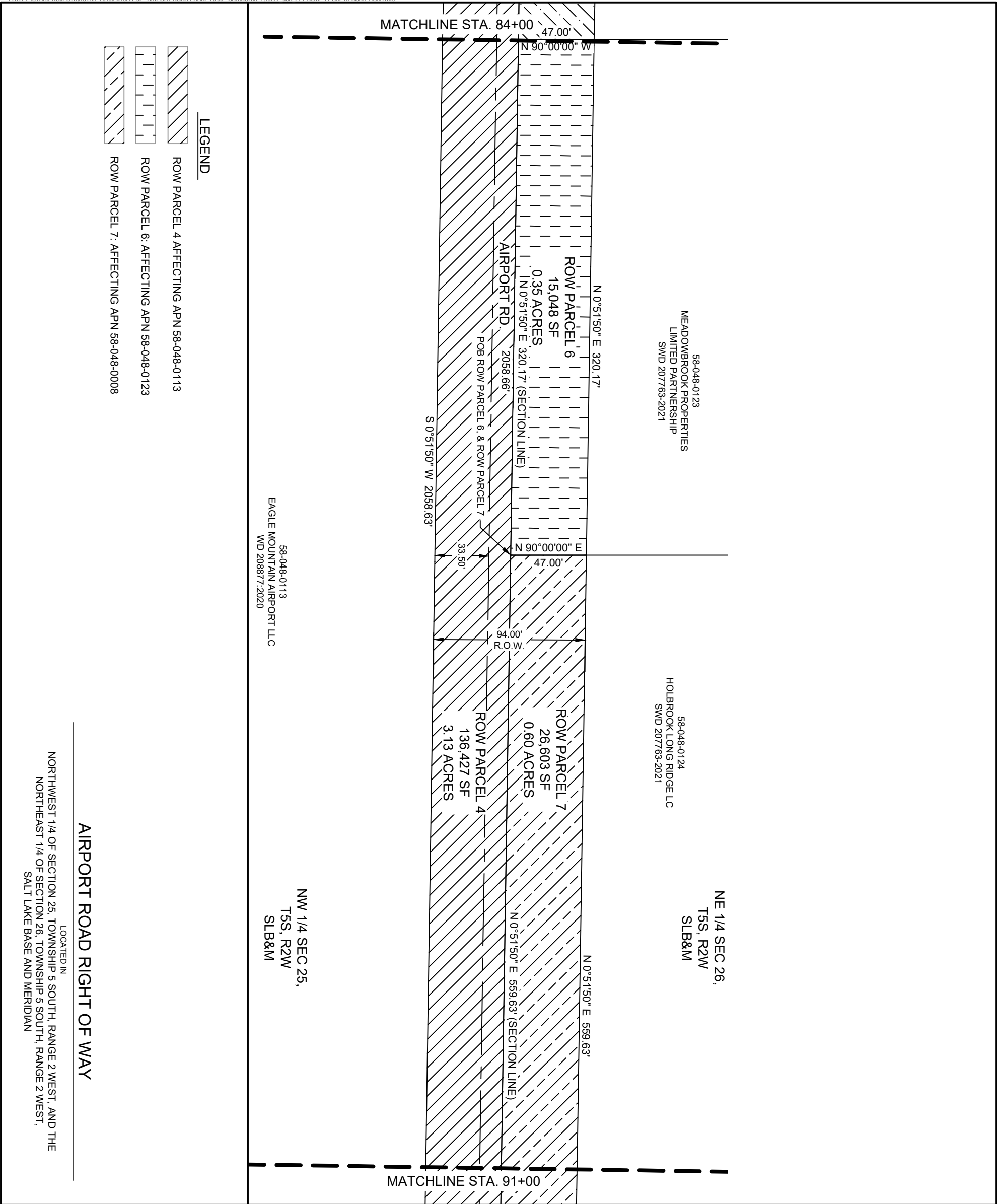


PROJ.#: FF-19222.00 DATE: DECEMBER 2023 DESIGN BY: WJK CHECKED BY: DTM		RIGHT OF WAY EXHIBIT				 3160 WEST CLUBHOUSE DRIVE LEHI, UT 84043 801.768.7200	
		AIRPORT ROAD EAGLE MOUNTAIN, UTAH					
				REVISION			
		NO.		DESCRIPTION		BY APR. DATE	

6 OF 17



RIGHT OF WAY EXHIBIT										 CivilScience Engineers Surveyors Solutions 3160 WEST CLUBHOUSE DRIVE LEHI, UT 84043 801.768.7200									
AIRPORT ROAD																			
EAGLE MOUNTAIN, UTAH																			
REVISION																			
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(SCALE ONLY VALID FOR 11" x 17" PAPER)

RIGHT OF WAY EXHIBIT

AIRPORT ROAD

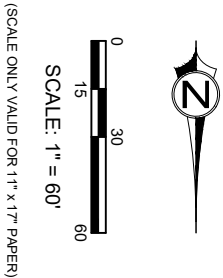
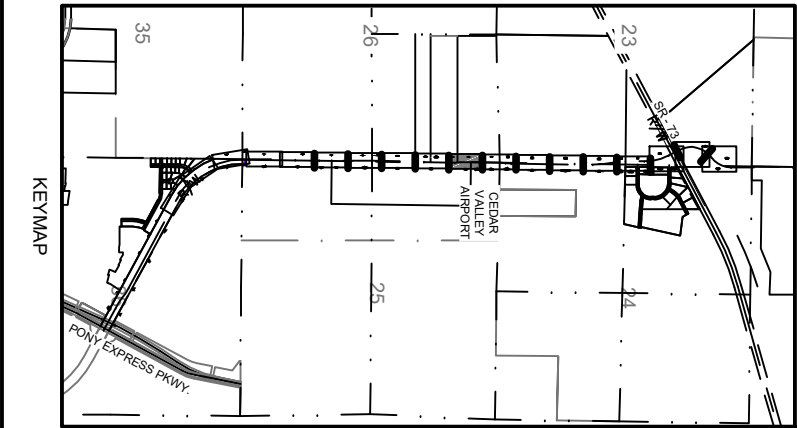
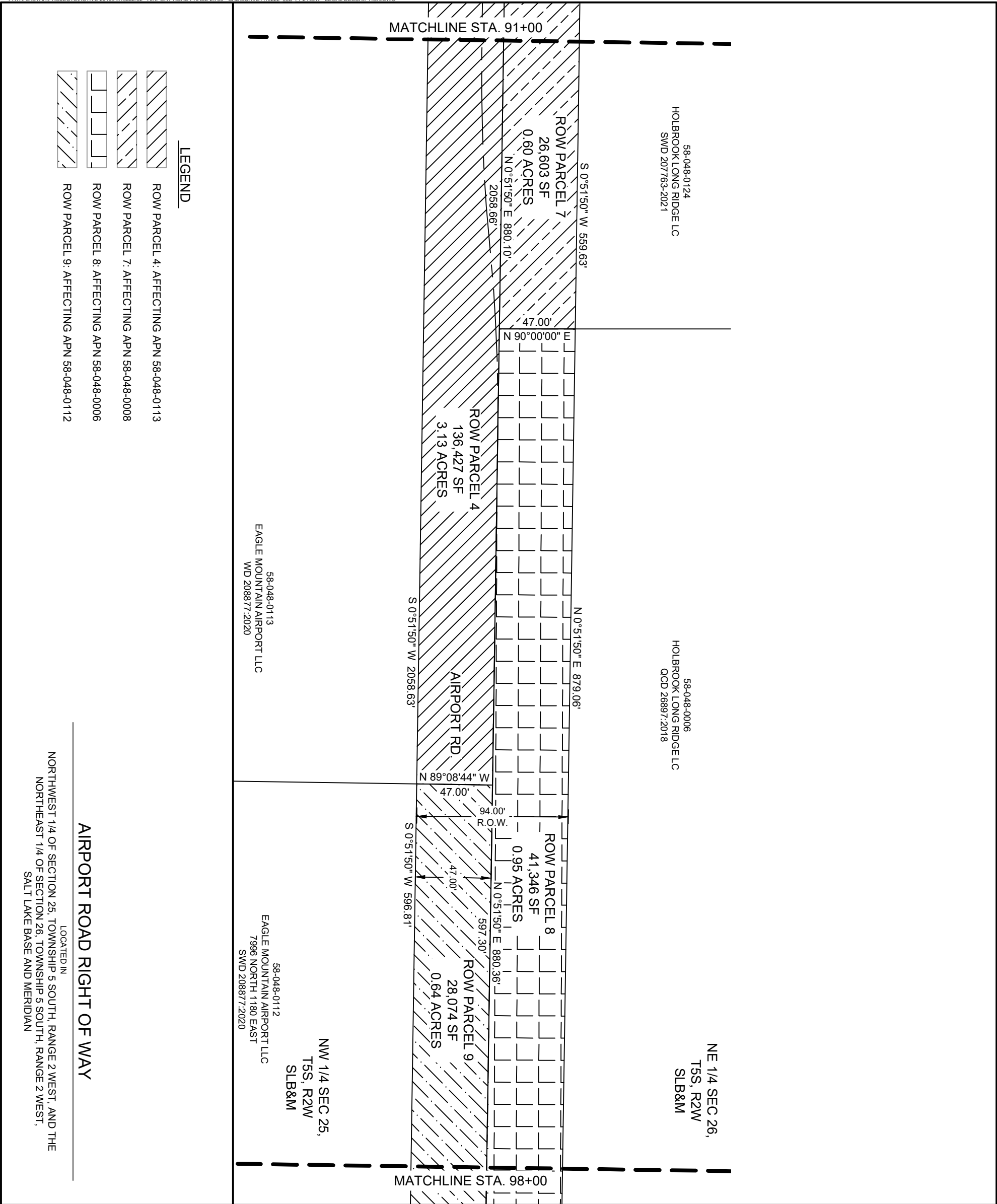
EAGLE MOUNTAIN, UTAH

REVISION			
NO.	DESCRIPTION	BY	APR. DATE

CivilScience
Engineers | Surveyors | Solutions
3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200

PROJ.#: FF-19222-00
DATE: DECEMBER, 2023
DESIGN BY: WJK
CHECKED BY: OTM

8 OF 17



PROJ.#: FF-19222-00 DATE: DECEMBER 2023 DESIGN BY: WJK CHECKED BY: DTM	RIGHT OF WAY EXHIBIT								 CivilScience Engineers Surveyors Solutions 3160 WEST CLUBHOUSE DRIVE LEHI, UT 84043 801.768.7200			
	AIRPORT ROAD				REVISION							
	NO.	DESCRIPTION			BY	APR	DATE					
9	OF	17										

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



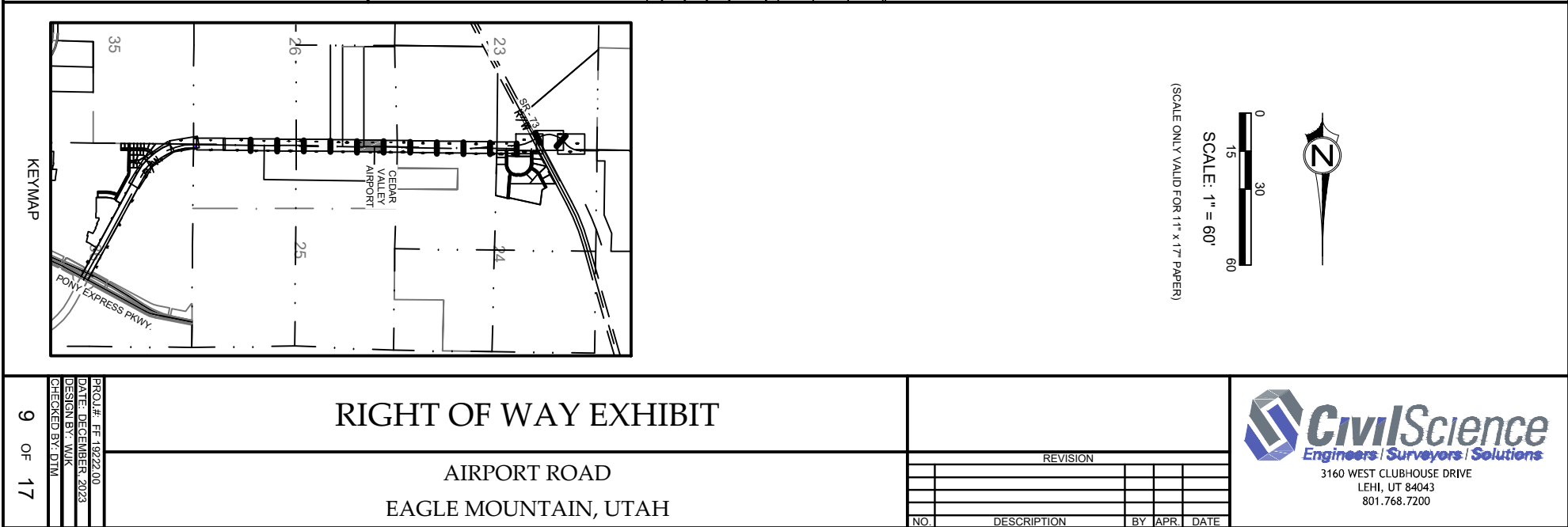
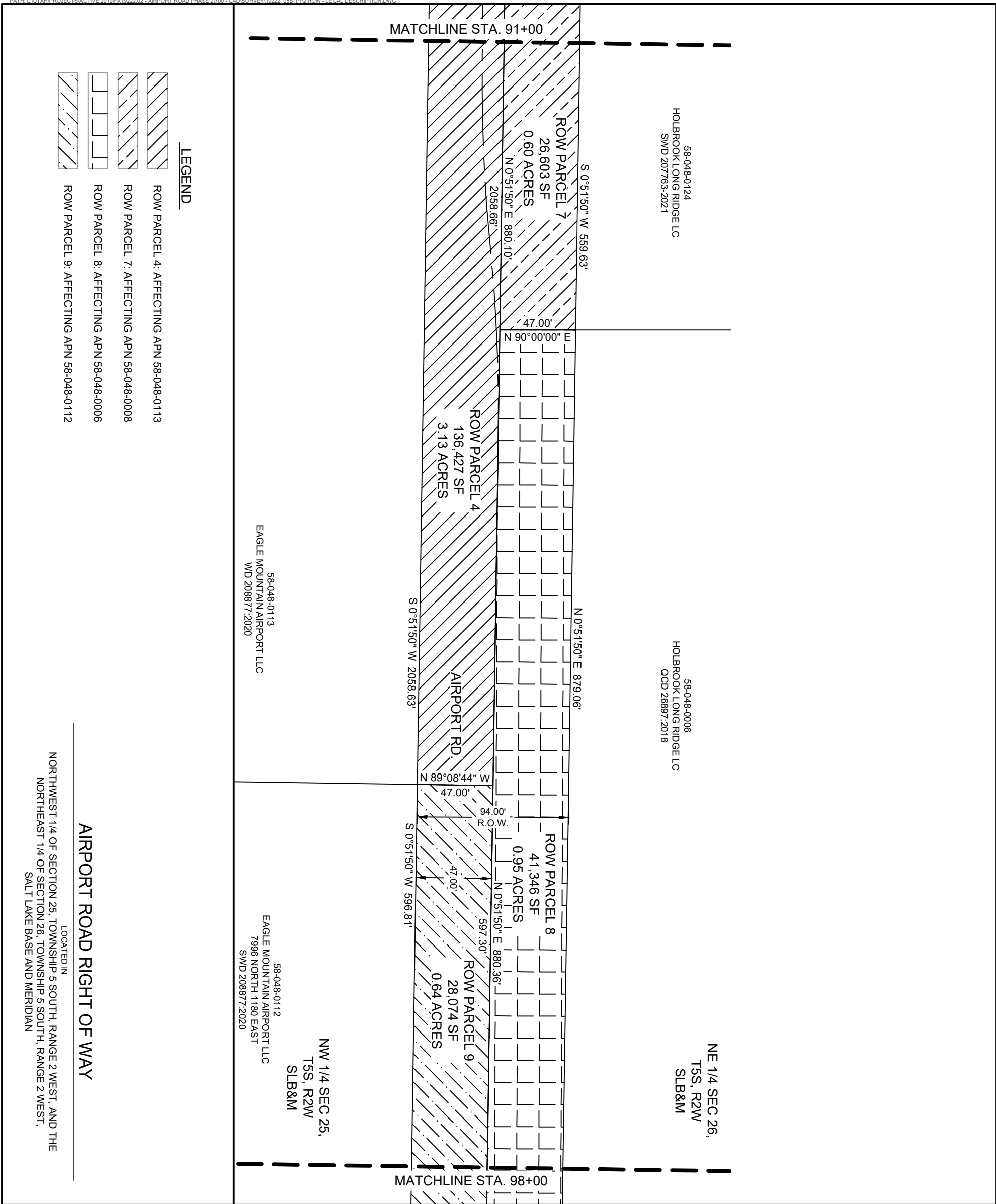
3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P] (801) 768-7200 | F] (801) 768-7201

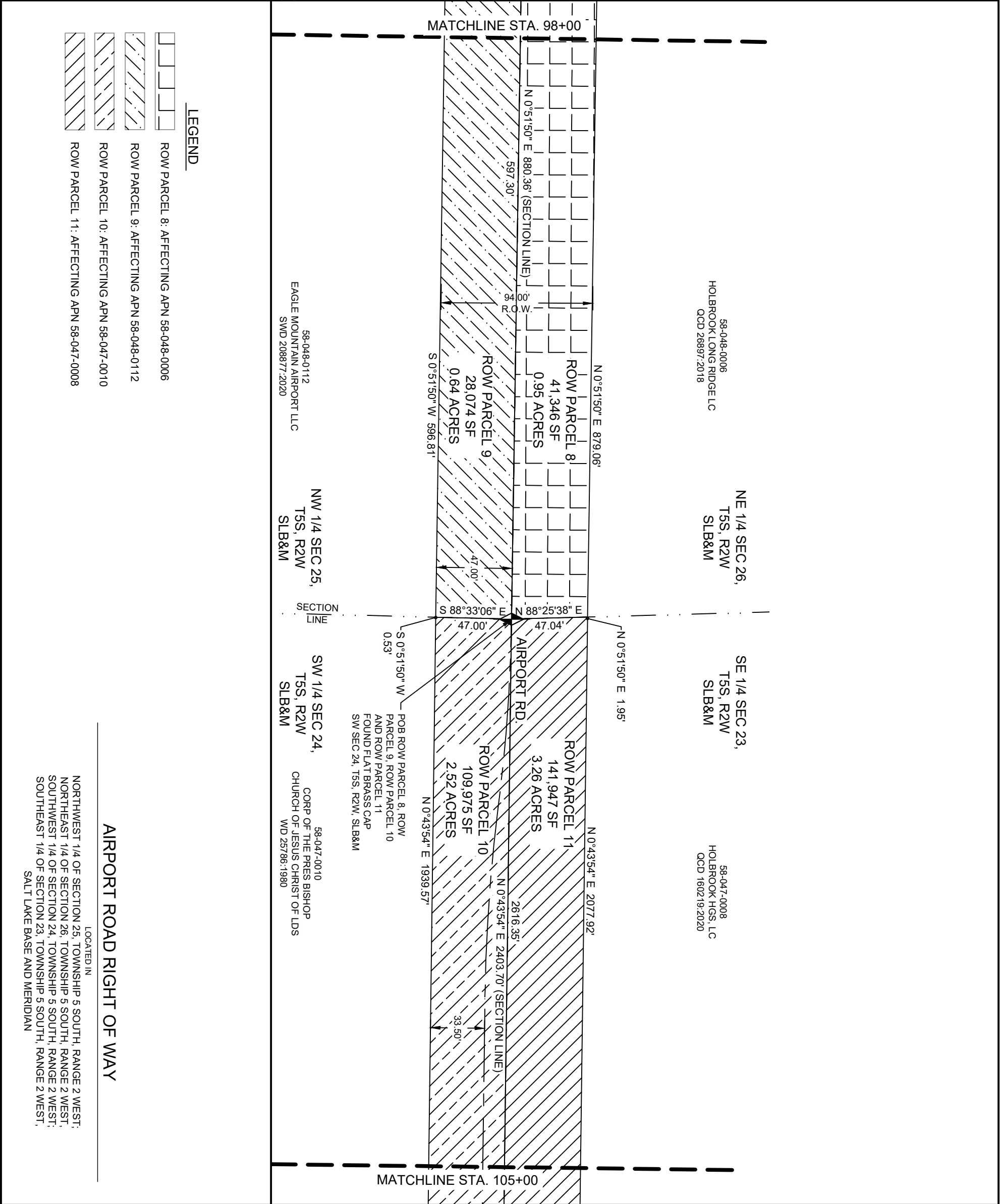
PROJECT NO. FF19222.20
AIRPORT ROAD
R.O.W. PARCEL 9
(PARCEL NO. 58-048-0112)

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







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60

SCALE: 1" = 60'

(SCALE ONLY VALID FOR 11" x 17" PAPER)

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RIGHT OF WAY EXHIBIT

AIRPORT ROAD

EAGLE MOUNTAIN, UTAH

REVISION				
NO.	DESCRIPTION	BY	APR.	DATE

PROJ.#: FF-19222-00

DATE: DECEMBER 2023

DESIGN BY: WJK

CHECKED BY: DTM

10

OF

17

KEYMAP

CivilScience
Engineers | Surveyors | Solutions
3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200

EXHIBIT “B”
FORM OF QUITCLAIM DEED



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Meadowbrook Properties Limited Partnership for the Acquisition of a Right-of-Way along Old Airport Road.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$30,410.16
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	1.32 acres

PUBLIC HEARING

No

PREPARED BY

Chris Trusty, City Engineer

PRESENTED BY

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving a Purchase Agreement with Meadowbrook Properties Limited Partnership for the Acquisition of a Right-of-Way along Old Airport Road, and authorize the Mayor to sign the agreement.

BACKGROUND:

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--ROW Purchase Agreement-Meadowbrook Properties
2. ROW Purchase Agreement - Meadowbrook Properties

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PURCHASE AGREEMENT WITH MEADOWBROOK PROPERTIES LIMITED PARTNERSHIP FOR THE ACQUISITION OF A RIGHT-OF-WAY ALONG OLD AIRPORT ROAD

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a purchase agreement with Meadowbrook Properties Limited Partnership for the acquisition of a Right-of-Way along Old Airport Road, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Purchase Agreement with Meadowbrook Properties Limited Partnership is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of September, 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

Exhibit A

RIGHT-OF-WAY PURCHASE AGREEMENT

This RIGHT-OF-WAY PURCHASE AGREEMENT (“Agreement”) is made and entered as of the 3rd day of September, 2024 (the “Effective Date”), by and between Eagle Mountain City (“City”), a political subdivision of the State of Utah; and Meadowbrook Properties Limited Partnership, 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 1.32 acres of undeveloped land located in the City, Utah County Parcel Numbers: 58-048-0122 and 58-048-0123 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“Land”).

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

C. 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 Thirty Thousand Four Hundred Ten dollars and Thirteen cents (\$30,410.16) (“Purchase Price”) The Purchase Price is based on the gross acreage of 1.32 acres and a price of twenty three thousand thirty eight dollars (\$60,000) 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 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 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 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 E** 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 E**;
 - 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:

Meadowbrook Properties Limited Partnership
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 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

MEADOWBROOK PROPERTIES LIMITED PARTNERSHIP
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Form of Quitclaim Deed

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY NUMBER 206679:2021, OFFICIAL RECORDS, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE ANE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 26; THENCE S 89°45'19" W 47.00 FEET; THENCE N 00°51'49" E 896.00 FEET; THENCE S 90°00'00" E 47.00 FEET, TO THE EAST LINE OF SAID SECTION; THENCE S 00°51'50" W ALONG SAID LINE 895.80 FEET, TO THE POINT OF BEGINNING.

CONTAINS 42,107 SQ FT OR 0.97 ACRES

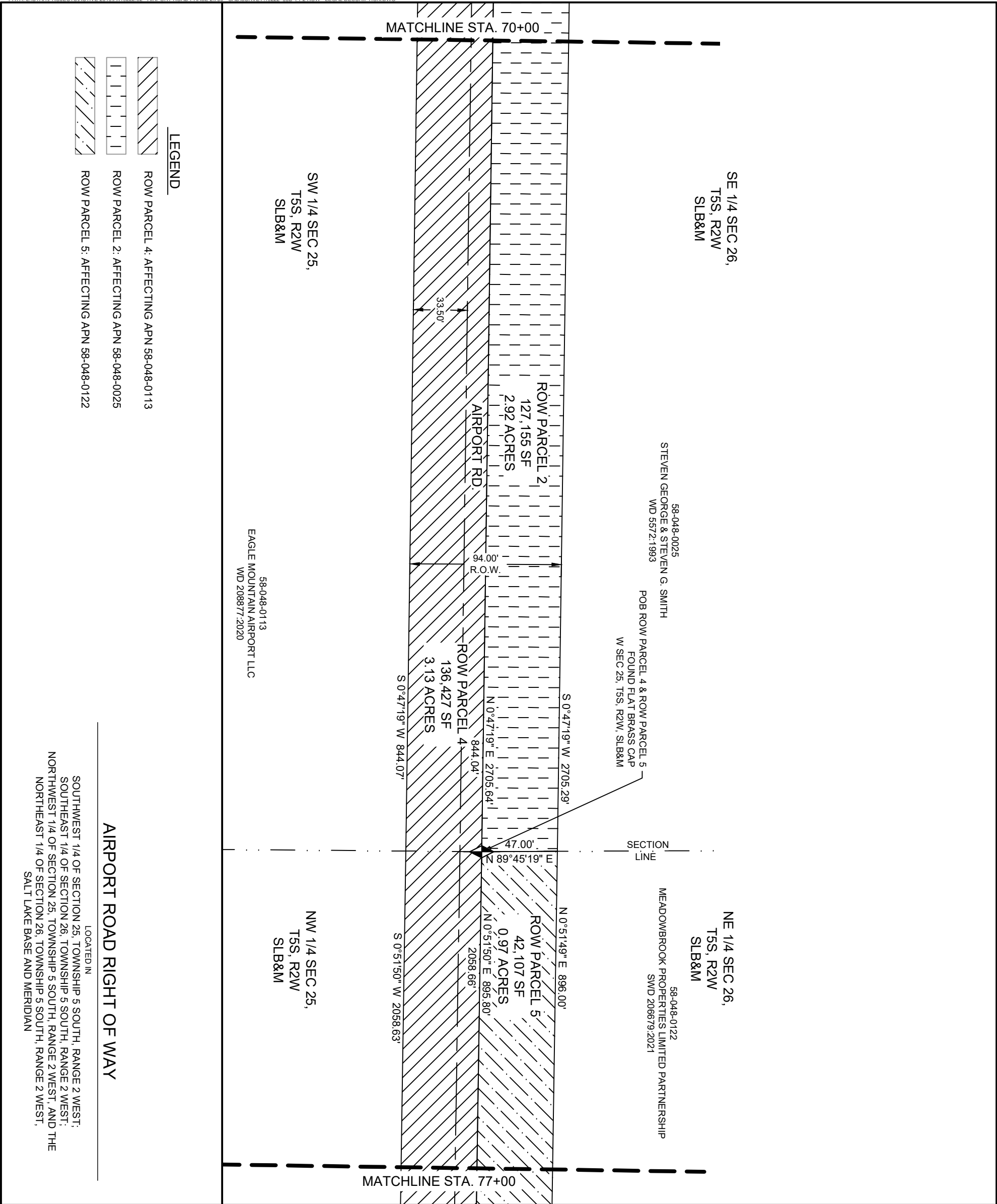
PROJECT NO. FF19222.20
AIRPORT ROAD
R.O.W. PARCEL 5
(PARCEL NO. 58-048-0122)

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

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

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





0

15

30

60

SCALE: 1" = 60'

(SCALE ONLY VALID FOR 11" x 17" PAPER)

2

RIGHT OF WAY EXHIBIT

AIRPORT ROAD

EAGLE MOUNTAIN, UTAH

REVISION				
NO.	DESCRIPTION	BY	APR.	DATE

PROJ.#: FF-19222-00

DATE: DECEMBER 2023

DESIGN BY: WJK

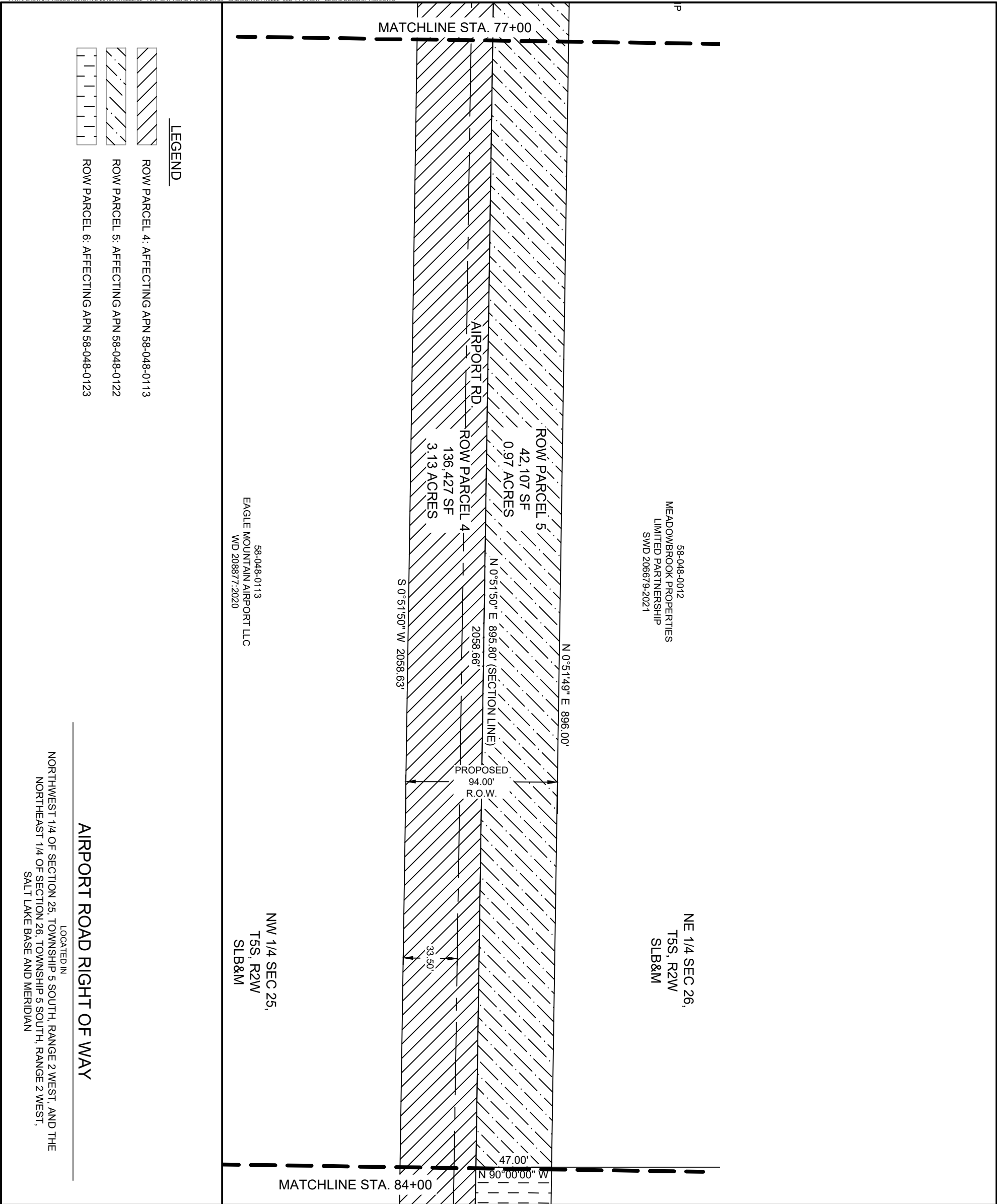
CHECKED BY: DTM

6 OF 17

CivilScience

Engineers | Surveyors | Solutions

3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200



0 15 30 60
SCALE: 1" = 60'
(SCALE ONLY VALID FOR 11" x 17" PAPER)

RIGHT OF WAY EXHIBIT

AIRPORT ROAD

EAGLE MOUNTAIN, UTAH

REVISION			
NO.	DESCRIPTION	BY	APR. DATE

CivilScience
Engineers | Surveyors | Solutions

3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200

PROJ.#: FF-19222-00
DATE: DECEMBER 2023
DESIGN BY: WJK
CHECKED BY: DTM

7 OF 17

EXHIBIT A

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY NUMBER 207763:2021, OFFICIAL RECORDS, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S 00°51'50" W, ALONG THE EAST LINE OF SECTION 26, 1439.99 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 26; THENCE S 0°51'50" W ALONG SAID LINE 320.17 FEET; THENCE N 90°00'00" W 47.00 FEET; THENCE N 0°51'50" E 320.17 FEET; THENCE N 90°00'00" E 47.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 15,048 SQ FT OR 0.35 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 6
(PARCEL NO. 58-048-0123)

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



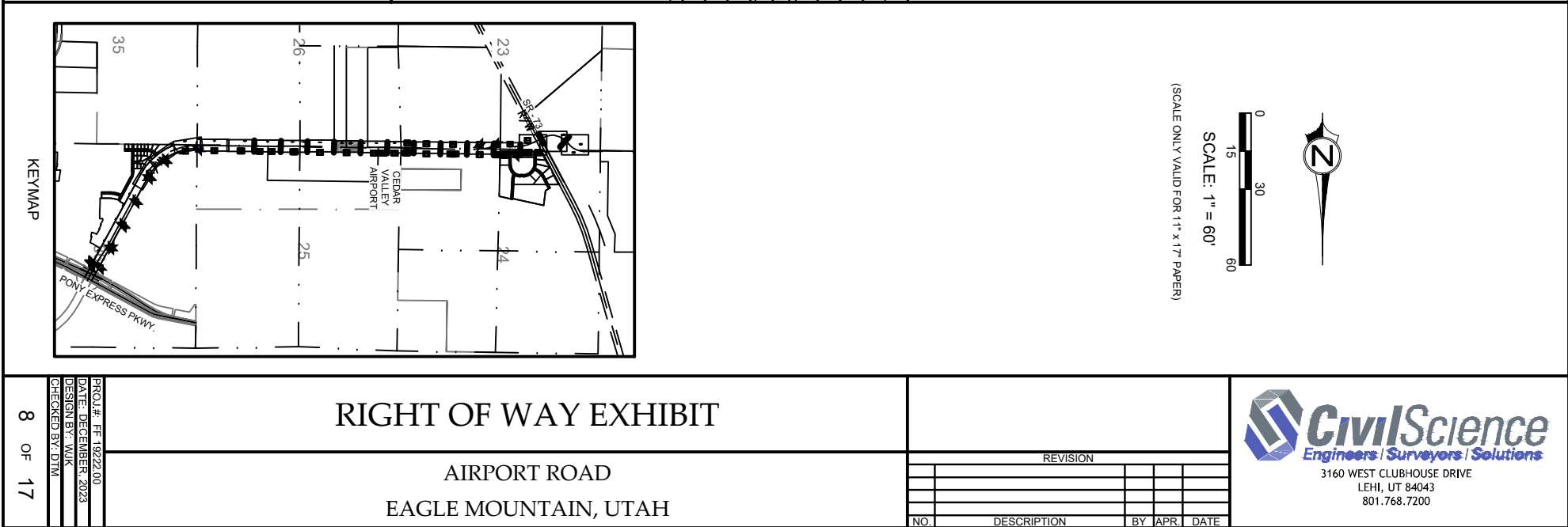
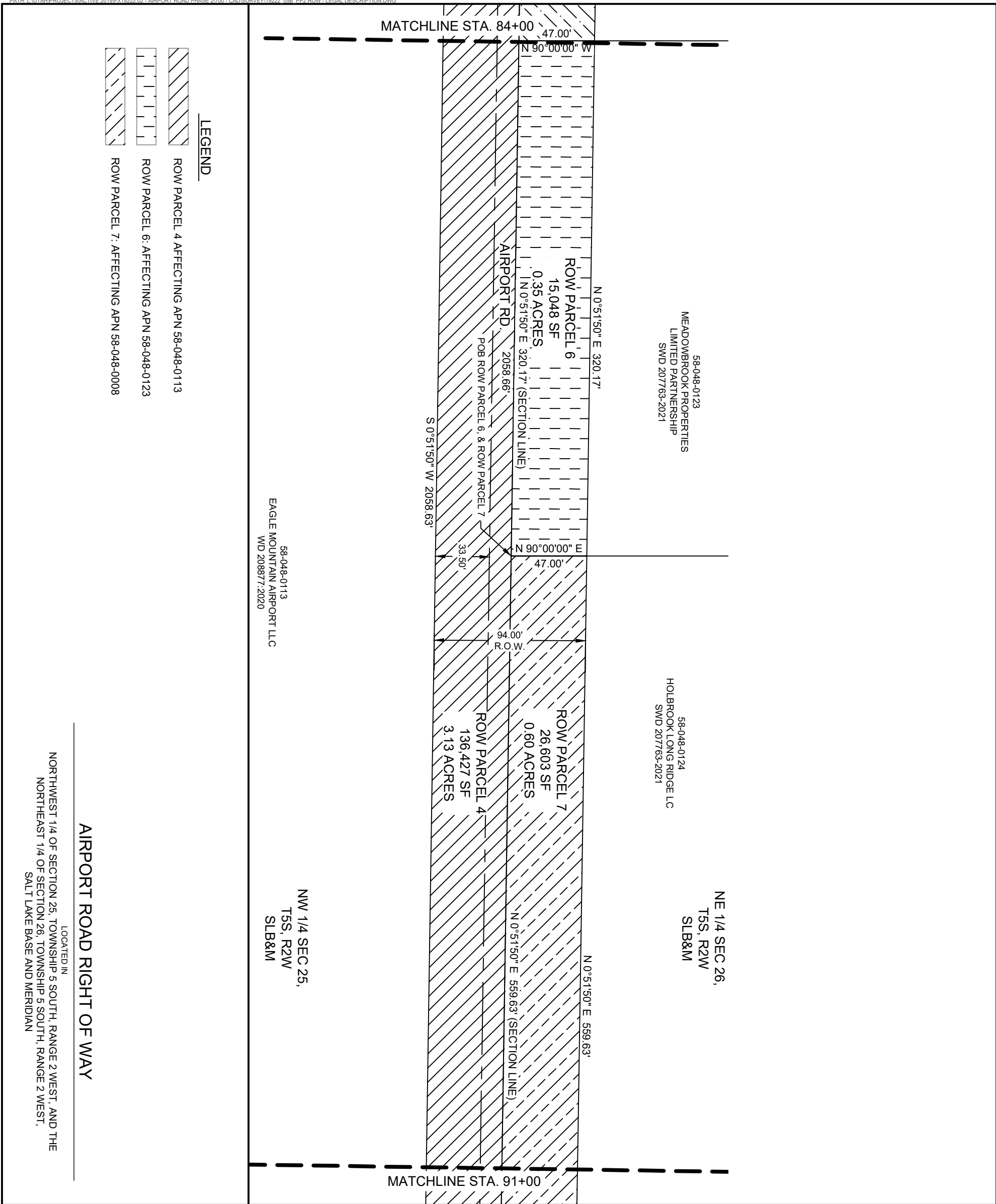


EXHIBIT “B”
FORM OF QUITCLAIM DEED



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement for Joint Administration of the 2024 General Election.
ITEM TYPE:	Resolution
FISCAL IMPACT:	Not to Exceed \$0.75 per voter - Estimated Cost: \$6,580.60
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

No

PREPARED BY

Fionnuala Kofoed, Assistant City Manager/City Recorder

PRESENTED BY

Fionnuala Kofoed

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement for Joint Administration of the 2024 General Election.

BACKGROUND:

In light of the school district split ballot proposition, the sponsoring municipalities are entering into an interlocal agreement with Utah County to administer the 2024 General Election. Due to the timing of the City receiving the interlocal agreement, minor edits may be made prior to the item's presentation at the City Council meeting. Any edits will be addressed during the meeting.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Interlocal for 2024 General Election Administration
2. Interlocal for 2024 General Election Administration
3. Exhibit A - Scope of Work
4. Exhibit B - Estimated Cost

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR JOINT ADMINISTRATION OF THE 2024 GENERAL ELECTION

PREAMBLE

WHEREAS, the General Election will be held on November 5, 2024; and

WHEREAS, the City desires to have Utah County provide manpower and equipment to count all ballots;

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

1. The Interlocal Cooperation Agreement for Joint Administration of the 2024 General Election, attached hereto as Exhibit A and incorporated herein, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of September, 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

Exhibit A

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND EAGLE MOUNTAIN CITY
FOR THE ADMINISTRATION OF THE 2024 NEW SCHOOL DISTRICT ELECTION**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Eagle Mountain City, a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

WHEREAS, CITY has previously entered into an interlocal agreement with surrounding cities for the purpose of the creation of a new school district under Utah Count 53G-3-301.4; and

WHEREAS, CITY is a sponsor of the request for the creation of a new school district; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITY desire to successfully conduct the 2024 CITY New School District Election; and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2024 CITY New School District

Election.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2024 CITY New School District Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2024 CITY New School District Election. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2024 CITY New School District Election.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2024 CITY New School District Election which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties

agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent

permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

APPROVED AND ADOPTED this ____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Clerk

By: _____
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

BRANDON B. GORDON, CHAIR

THOMAS V. SAKIEVICH,
COMMISSIONER

AMELIA POWERS GARDNER,
COMMISSIONER

VOTE
YEA NAY

_____	_____
_____	_____
_____	_____

CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of
_____ 2024.

Tom Westmoreland, Eagle Mountain City Mayor

ATTEST:

Fionnuala, B. Kofoed, MMC
Eagle Mountain City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
Marcus Draper, Eagle Mountain City Attorney

By: _____

Exhibit A
2024 New School District Elections
Scope of Work for Election Services
Revised 23 August 2024

Services the City will provide include, but are not limited to:

- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep Interlocal participants and the public up to date and informed on all legal requirements governing the creation of a new school district.
- Thoroughly examine and proof all election programming done for the City New School District Elections.
- Host on the official City web site: a link to or copy of the official reported results as hosted on the County Elections web page, the location of the county-owned ballot drop boxes, and a link to the website for citizens to opt-in to receive ballot alert texts.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- Prepare and mail Voter Information Pamphlet
- Work with the County to arrange for postage through the County's discounted rate.
- Reimburse County for postage expenses.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous New School District elections.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot printing
- Ballot mailings
- Return postage
- Ballot processing
- Printing optical scan ballots
- Program and test voting equipment
- Program electronic voter register
- Poll Worker recruitment, training, and supervision
- Compensate vote center poll workers

- Delivery of supplies and equipment
- Tabulate and report election results on county website
- Provisional ballot verification
- Update voter history database
- Conduct audits (as required)
- Conduct recounts (as needed)
- Election day administrative support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. Such results will constitute the final Official Results of the Election.
- Election security
- Ballot drop box services – maintain, lock and unlock boxes, and collect ballots.
- Accept arguments in favor of and against ballot proposition (including rebuttal arguments) as required under Utah Code 20A-7-402(3)
- Provide postage to City

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a New School District election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a New School District ballot and election and as required by state statute, the County Clerk is the Election Officer.

2024 General Elections

Exhibit B

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Eagle Mountain

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds		\$0.52	
General		12654	\$	6,580.08
		Estimated Cost as of 8/27/2024	\$	6,580.60



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Addendum to the Commercial Lease Agreement between Star West Eagle Mountain Properties LLC and Eagle Mountain City.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$2,300 per month, November 2023 through June 2027
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

No

PREPARED BY

Fionnuala Kofoed, Assistant City Manager/City Recorder

PRESENTED BY

Fionnuala Kofoed

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, Approving an Addendum to the Commercial Lease Agreement between Star West Eagle Mountain Properties LLC and Eagle Mountain City.

BACKGROUND:

With the growing needs of the City, we have the opportunity to acquire an additional suite within the Direct Communication building. The additional suite is the same price as the other suites the City currently leases. The term length of the lease agreement will remain the same, expiring on the last day of June 2027, and all other terms remain the same.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Star West Eagle Mountain Properties Lease Addendum
2. Star West Eagle Mountain Properties Lease Addendum

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN ADDENDUM TO THE COMMERCIAL LEASE AGREEMENT BETWEEN STAR WEST EAGLE MOUNTAIN PROPERTIES LLC AND EAGLE MOUNTAIN CITY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an addendum to the Commercial Lease Agreement between Star West Eagle Mountain Properties LLC and Eagle Mountain City, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The addendum to the Commercial Lease Agreement between Star West Eagle Mountain Properties LLC and Eagle Mountain City is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of September, 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

Exhibit A

**ADDENDUM TO
COMMERCIAL LEASE AGREEMENT**
Star West Eagle Mountain Properties

This Addendum ("Addendum") is made this 3rd day of September, 2024, by and between Star West Eagle Mountain Properties, LLC (hereinafter referred to as "Landlord") and Eagle Mountain City (hereinafter referred to as "Tenant"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Landlord and Tenant entered into a Commercial Lease Agreement dated June 7, 2022, (the "Lease") for Tenant Suites D, G, & H (the "Premises") in the office complex located at 3726 E Campus Drive, Eagle Mountain, UT 84005 and more particularly described as SWEMP Building (the "Building");

WHEREAS, Tenant desires to lease additional office space from Landlord, and Landlord agrees to lease such additional space to Tenant under the terms set forth in this Addendum;

WHEREAS, this is the First Addendum to the Commercial Lease Agreement.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

Additional Office Space

- a. Description of Additional Space: The landlord agrees to lease and demise additional office space at the Building, specifically the addition of Suite C (the "Additional Space"), outlined as Exhibit A to this addendum. The Additional Space consists of approximately 1183 square feet.
- b. Commencement Date: The lease for the Additional Space shall commence on October 16, 2024 (the "Commencement Date").

Lease Term for Additional Space

The lease term for the Additional Space shall be the same as the term of the original Commercial Lease Agreement and shall expire on the last day of June 2027, unless otherwise terminated or extended in accordance with the Lease.

Rent and Additional Charges

Tenant agrees to pay Landlord an additional rent for the Additional Space of \$2,300 per month, as outlined in Clause 4 of the original Commercial Lease Agreement. Rent shall be payable on the same day and in the same manner as the original rent under the Lease.

Use of Additional Space

Tenant agrees to use the Additional Space in accordance with the permitted uses set forth in the original Lease and shall comply with all rules and regulations applicable to the Premises.

Integration with Original Lease

All terms and conditions of the original Lease not modified by this Addendum shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the original Lease, the terms of this Addendum shall prevail with respect to the Additional Space.

Miscellaneous

- a. Entire Agreement: This Addendum constitutes the entire agreement between the Parties with respect to the Additional Space and supersedes any prior agreements or understandings regarding the Additional Space.
- b. Modification: No modification of this Addendum shall be effective unless made in writing and signed by both Parties.
- c. Governing Law: This Addendum shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

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

**STAR WEST EAGLE MOUNTAIN
PROPERTIES, LLC**

Signature

Print Name: _____

Title: _____

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

APPROVED AS TO FORM:

Fionnuala B. Kofoed, City Recorder

Marcus Draper, City Attorney



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Fiscal Year 2024-2025 Annual Budget.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	\$108,903
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

Yes

PREPARED BY

Kimberly Reusch, Administrative
Services Director

PRESENTED BY

Kimberly Reusch

RECOMMENDATION:

Staff recommends the City Council adopt an Ordinance of Eagle Mountain City, Utah, approving the First Amendment to the Fiscal Year 2024-2025 Annual Budget.

BACKGROUND:

ITEMS FOR CONSIDERATION:

The 1st amendment to the fiscal year 2024-2025 budget includes a request to appropriate increased spending within the General Fund totaling \$108,903. If approved, this amendment would bring the total City budget to \$112,340,147. The primary purpose of this amendment is to address critical needs related to technology infrastructure, increase software user licenses for plan reviews, and address administrative obligations.

The proposed funding source for this amendment is \$7,465 from planning revenues and \$101,438 from General Fund reserves. General Fund reserves will remain at 35% of revenue even with this proposed appropriation.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. ORD--FY 2025 Budget Amendment #1
2. EXHIBIT A - FY 2025 Budget Amendment #1

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL BUDGET (FIRST AMENDMENT)

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to amend the budget for fiscal year 2024-2025; and

WHEREAS, the City Council finds that procedures for the amendments, pursuant to Section 10-6-127 of the Utah Code, Annotated have been followed, including a public hearing if budgetary funds are increasing;

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

1. The City Council finds that all required notices have been given and that a public hearing has been conducted, public comment received and considered and that the Council may consider and amend the budget of Eagle Mountain City as follows:

2. “FISCAL YEAR” means that year which began on the first day of July, 2024, and ends on the last day of June, 2025.

3. APPROPRIATIONS. The budget set and adopted by the City for the fiscal year is hereby amended and re-enacted with respect to the specific items set forth on Exhibit A hereto. From the effective date of this budget ordinance, as outlined in the attached Exhibit A, the several amounts stated therein as proposed expenditures shall be appropriated for the several objects and purposes therein named.

4. This Ordinance shall be effective for fiscal year 2024-2025.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2024.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 3rd day of September, 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

Budget Amendment Worksheet

FY 2025

<u>Fund Name</u>	<u>Account</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Change</u>	<u>Detail</u>
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General Fund

Executive	10-11-41310-5003	\$ 1,000	\$ 38,488	\$ 37,488	Sunset Flats A-2 Punchlist in excess of warranty bond \$28,668.67 and Cedar Valley Fur Farm fence replacement \$8,819.45 - Funding source is general fund reserves.
Planning	10-32-41800-4261	\$ 52,500	\$ 59,965	\$ 7,465	Additional software licenses for plan reviews - Funding source is current year planning revenues.
Information Technology	10-19-41955-7412	\$ 120,000	\$ 183,950	\$ 63,950	Increase for critical firewall and server upgrades - Funding source is general fund reserves.

Subtotal General Fund:		<u><u>\$ 108,903</u></u>
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**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 17.25 Residential Zones, 17.35 Commercial Zones, and 17.37 Business Park Zones.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
All zones	N/A

PUBLIC HEARING

Yes

PREPARED BY

Todd Black, Wildlife
Biologist/Environmental Planner

PRESENTED BY

Todd Black

RECOMMENDATION:

Staff recommends the City Council adopt an Ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapters 17.25 Residential Zones, 17.35 Commercial Zones, and 17.37 Business Park Zones, relating to wash setbacks.

BACKGROUND:

The phrase “significant setbacks” occurs in three (3) places in the current city code. In all three (3) cases, the term refers to setting back development from natural washes. Staff recommends the code be amended to establish a specific, measurable setback requirement. Staff recommend a 50’ setback from the top of the wash. This is in line with recommendations received from the City’s engineering consultant, JWO Engineering. Their recommendations seem to be in line with industry standards. These standards are frequently used by the Army Corps of Engineers and other governmental agencies when recommending setbacks for flood plain models and smaller washes in areas considering energy development.

There appears to be consensus with many city/county codes (where language is provided) to have a 50’ setback from the top of the wash. It appears this commonly used setback distance may have come from the Army Corps of Engineers many years ago (it appeared in the Cedar Pass Ranch area), and has continued with USGS and FEMA flood plain models. These agencies all buffer the top of the wash (the 100-year-high watermark) by 50’. They require a 50’ setback buffer on all their perennial and ephemeral streams as a development setback. Many cities have included ambiguous requirements in their codes relative to top of wash setback requirements. Eagle Mountain appears to have followed suit. Again, staff recommends we establish a specific, measurable requirement. The top of the wash is likely to be a bit subjective in some areas and well-defined in others. We intend on dealing with these issues on a case by case basis.

ITEMS FOR CONSIDERATION:

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 recommended approval of this proposal (5-0), with the following changes:

1. The changes to EMMC 17.25.050 Generally Applicable Provisions, 17.35.050 Generally Applicable Provisions, and 17.37.050 Generally Applicable Provisions be amended to, “No permanent structures near natural washes shall be built within the watercourse plus fifty feet on either side of the top-of-bank, as determined by the City Engineer or designee”; and

2. A recommendation to City Council to also include language to not allow excavation, earthwork or fill within the same fifty-foot boundary.

ATTACHMENTS:

1. ORD--EMMC Title 17-Wash Setbacks
2. EMMC Title 17-Wash Setbacks - Redlines

ORDINANCE NO. O-____-2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE
MOUNTAIN MUNICIPAL CODE CHAPTERS 17.25 RESIDENTIAL ZONES, 17.35
COMMERCIAL ZONES, AND 17.37 BUSINESS PARK ZONES
(WASH SETBACKS)**

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 17.25 Residential Zones, 17.35 Commercial Zones, and 17.37 Business Park Zones, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapters 17.25 Residential Zones, 17.35 Commercial Zones, and 17.37 Business Park Zones.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 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 3rd day of September, 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 17.25 RESIDENTIAL ZONES

17.25.050 Generally Applicable Provisions

G. Hillside Development and Sensitive Lands. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters [15.80](#) and [17.62](#) EMMC, other applicable city codes, and approved by the approval authority for preliminary plats. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters [15.80](#) and [17.62](#) EMMC. ~~Development near natural washes must include significant setbacks from the edge of the wash to any structure. No permanent structures near natural washes shall be built in the watercourse plus a 50-foot buffer on either side, as measured out from the top of the wash, determined by City Engineers. Additionally, no earthwork, excavation, or earth removal shall occur within the watercourse plus a 50-foot buffer on either side of the top-of-bank as determined by determined by City Engineers.~~ Utility corridors shall be preserved and deeded to the city whenever possible for trails and open space corridors. Lots in the RA1 and RA2 zones shall include a buildable footprint of at least 20,000 square feet, which generally includes enough area for a home, two accessory buildings (garages or animals), and a horse corral. Lots in the RD1 zone shall include a buildable footprint of at least 15,000 square feet.

Chapter 17.35 COMMERCIAL ZONES

17.35.050 Generally Applicable Provisions

G. Hillside Development and Sensitive Lands. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters [15.80](#) and [17.62](#) EMMC, other applicable city codes, and approved by the approval authority for site plans. The approval authority may consider, at their discretion, approval of uses on land restricted by utility corridors, including parking lots, recreation (trails, plazas, open space), appropriate temporary uses, and transit stops. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters [15.80](#) and [17.62](#) EMMC. ~~Development near natural washes must include significant setbacks from the edge of the wash to any structure, unless approved improvements to the wash allow for smaller setbacks. No permanent structures near natural washes shall be built in the watercourse plus a 50-foot buffer on either side as measured out from the top of the wash, determined by City Engineers. Additionally, no earthwork, excavation, or earth removal shall occur within the watercourse plus a 50-foot buffer on either side of the top-of-bank as determined by City Engineers.~~ Utility corridors and natural washes shall be preserved and deeded to the City whenever possible for trails and open space or wildlife corridors.

Chapter 17.37 BUSINESS PARK ZONE

17.37.050 Generally Applicable Provisions

G. Hillside Development and Sensitive Lands. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters [15.80](#) and [17.62](#) EMMC, other applicable city codes, and approved by the approval authority for site plans. The approval authority may consider, at their discretion, approval of uses on land restricted by utility corridors, including parking lots, recreation (trails, plazas, open space), appropriate temporary uses, and transit stops. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters [15.80](#) and [17.62](#) EMMC. ~~Development near natural washes must include significant setbacks from the edge of the wash to any structure, unless approved improvements to the wash allow for smaller setbacks. No permanent structures near natural washes shall be built in the watercourse plus a 50-foot buffer on either side, as measured out from the top of the wash, determined by City Engineers. Additionally, no earthwork, excavation, or earth removal shall occur within the watercourse plus a 50-foot buffer on either side of the top-of-bank as determined by determined by City Engineers.~~ Utility corridors and natural washes shall be preserved and deeded to the City whenever possible for trails and open space or wildlife corridors.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as the Enyo Battery Property.
ITEM TYPE:	Rezone
FISCAL IMPACT:	N/A
APPLICANT:	City initiated with site owner(s) approval

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Future Land Use Map category: Business Park/Light Industry; Zone(s): Airpark	160

PUBLIC HEARING

Yes

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Staff recommends the City Council adopt an Ordinance of Eagle Mountain City, Utah, rezoning certain lands known as the Enyo Battery Property, with any conditions and/or changes deemed appropriate by the City Council.

BACKGROUND:

A proposal to rezone tax parcel 59:068:0004 comprising ~160 acres of land from the Airpark Zone to the Agricultural (AG) Zone (owned by Land Mountain Land Co. LLC); the parcel is located at the south/southwest end of the city at the southeast intersection of N. 500 east and E. 100 North Streets.

ITEMS FOR CONSIDERATION:

Rezoning:

General plan map (or future land use map) amendments and rezones are legislative decisions and are considered valid if reasonably debatable and not illegal (i.e., the decisions do not require the City Planning Commission or City Council to take action based on findings of facts). Eagle Mountain does not have any code standards to govern general plan [map] amendments. The Council should consider the health, safety, and welfare of the community when evaluating proposed General Plan Map Amendments. The criteria for approval for a rezone are listed in EMMC § 17.90.060.

Surrounding Zoning:

North: Regional Technology Overlaid on Agriculture

East: Airpark

South: Agriculture

West: Agriculture

Current Future Land Use Map Designation:

Business Park/Light Industry

Zoning Map Findings/Conclusions:

The requested zone change from Airpark to Agriculture may be considered appropriate given that:

1. Compliance with the General Plan: The City's adopted general plan does not prohibit Ag zoned land within the Business Park/Light Industry setting; rather, it specifies that the Ag is appropriate for consideration for rezones proposing development under RA1, RA2, RD1, RD2 and FR zoning. The city has entertained the assignment of the Agriculture district to property as both potentially permanent or purposeful placeholder zoning even in areas of the city not identified as Agricultural per its adopted General Plan.
2. [Zoning]/Use Compatibility: The proposed future land use utility category would harmonize with the Agriculture Zone as a form of private utility (supporting Rocky Mountain Power), whereas the Airpark Zone: a) does not allow the intended use of the property; and, b) is presently not a part of the city's adopted municipal code. Uses in the vicinity and surrounds include agriculture, office, utility and data center facilities positioned in the southernmost, outlying area of the city.
3. City Utility and Emergency Services Issues: Applicants are aware that property development will require utility and infrastructure installation at the time of site development.
4. Traffic Generation: The proposed use for the property will be an extremely low generator for vehicles. It is effectually a non-manned storage facility.
5. Property Values: The intended use of the property after rezoning is expected to be fiscally supportive of the city -- versus a drain on its resources.

Additional Notes:

1. Disclaimer: Approval of a Rezone request [i.g., entitlement] does not guarantee the physical ability to develop the rezoned land. A project must still comply with all requisite zoning, engineering, fire codes, etc. pertinent to buildout of said land and overcome any physical/topographical constraints or legal burdens inherent to it.
2. Known Conditions or Restrictions Affecting Entitlement Revision(s): n/a
3. Citizen/Agency/Intra-Departmental Correspondence: Any written correspondence received by Staff respecting this matter prior to the time this report was published is hereto attached.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. ORD--Enyo Battery Rezone
2. EXHIBIT A - Enyo Battery Rezone
3. Enyo Orientation Maps

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING CERTAIN LANDS KNOWN AS THE ENYO BATTERY PROPERTY

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as the Enyo Battery Property, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve a rezone of certain lands known as the Enyo Battery Property, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 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 3rd day of September, 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

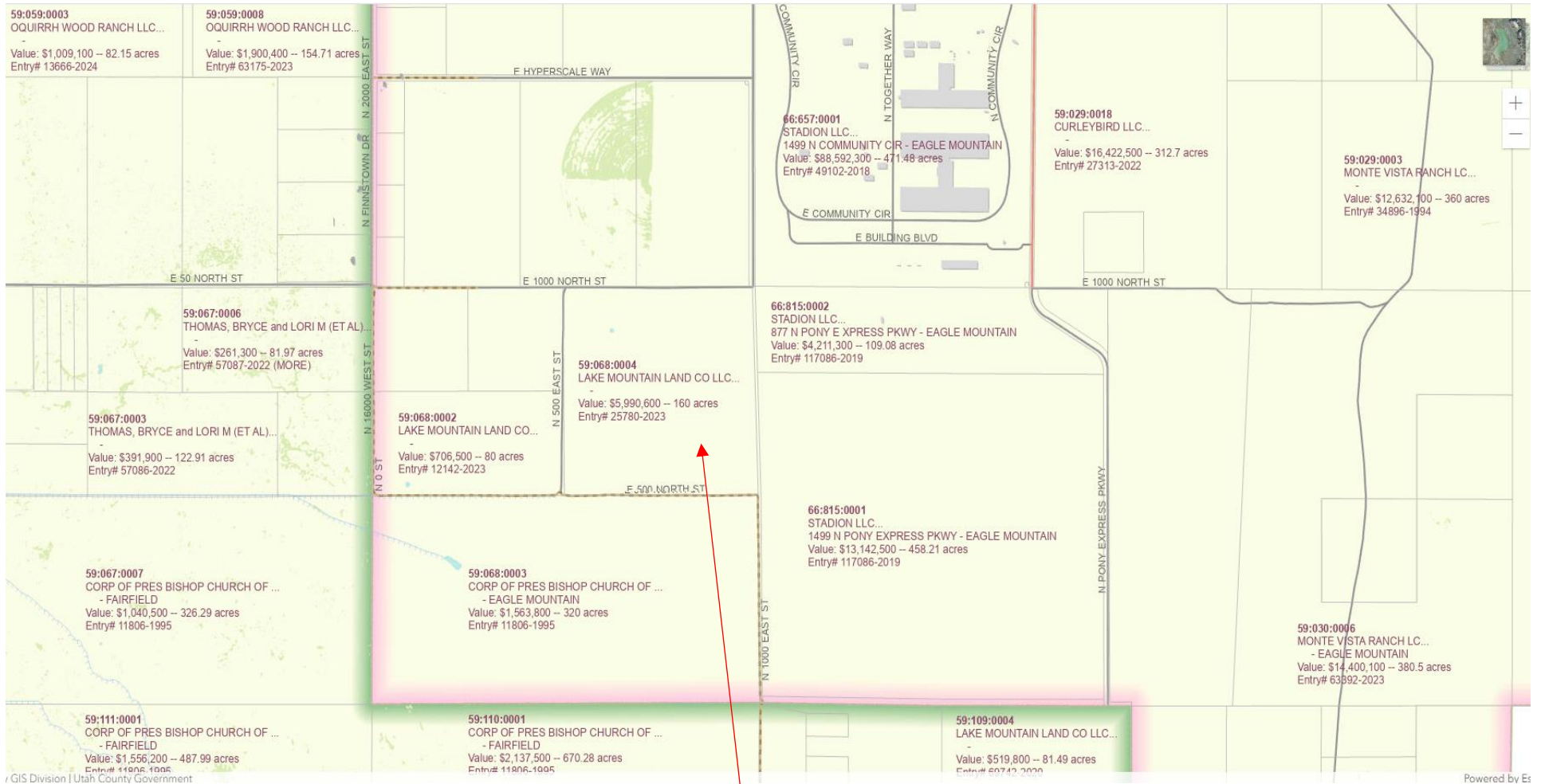
Posted on _____ by _____.

Exhibit A

Property

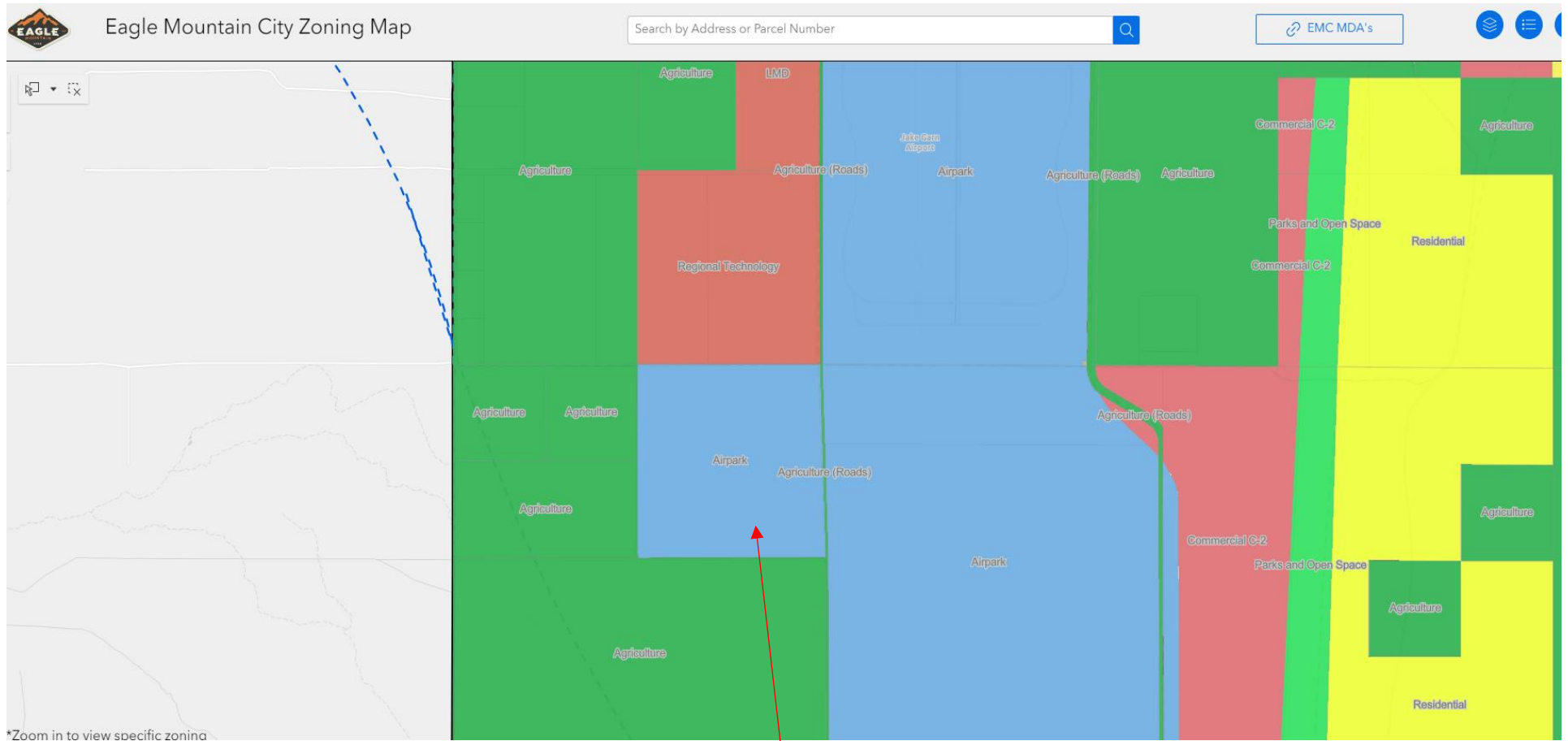
[illegible]

Parcel Viewer Map/Vicinity Map

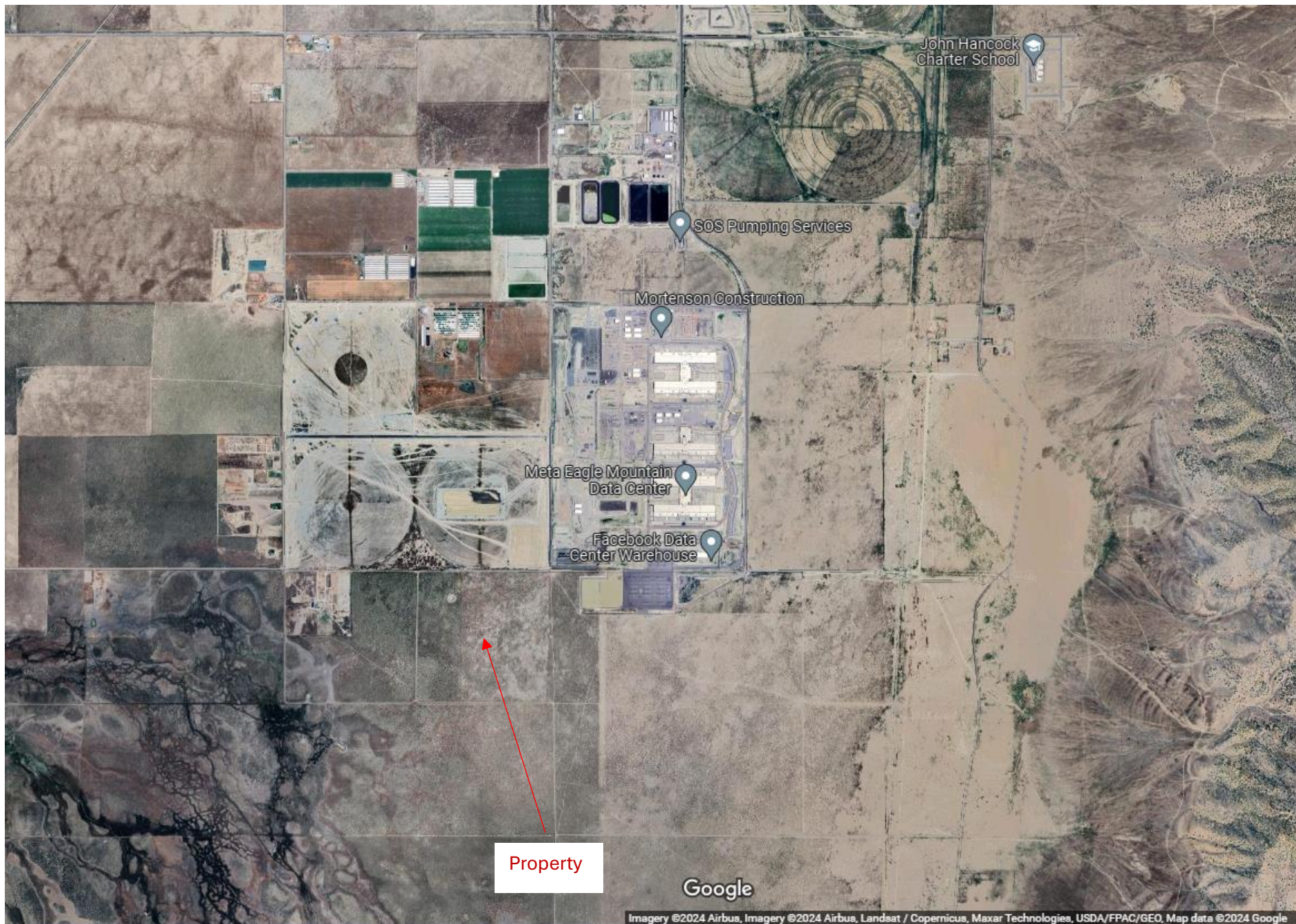


Property

Zoning Map Snippet



Property

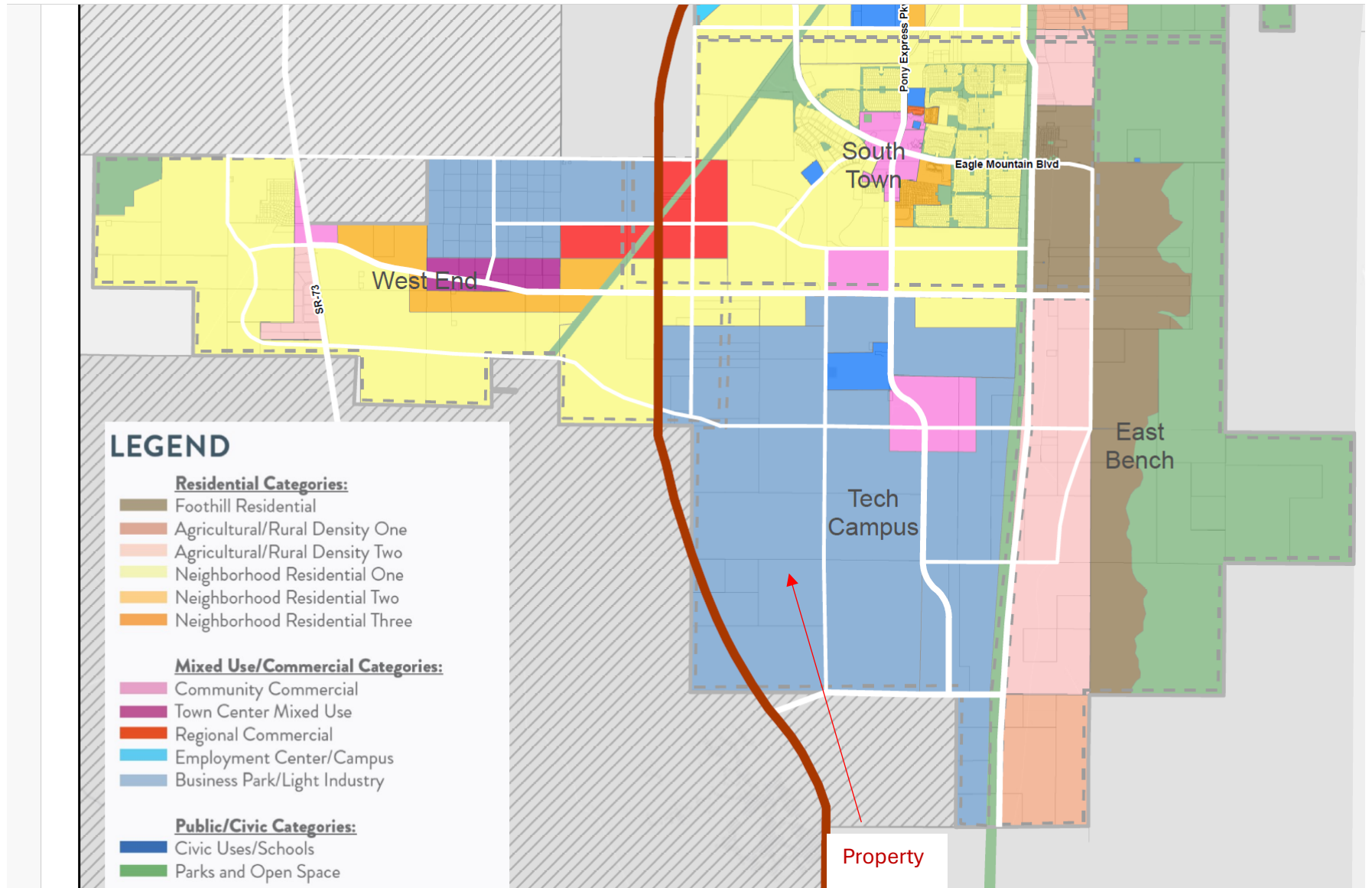


Property

Google

Imagery ©2024 Airbus, Imagery ©2024 Airbus, Landsat / Copernicus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2024 Google

Long Term Future Land Use Map Snippet





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	Industrial, Agriculture and Commercial Storage Zones Revisions Amendments
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

Yes

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Staff recommends the City Council adopt an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, repealing and replacing Chapter 17.40 Industrial Zone, and amending Chapters 17.20 Agriculture Zone and 17.38 Commercial Storage Zone.

BACKGROUND:

Many months ago, a desire to revise the Industrial Zone's land use table was voiced by the Council. The expressed intent was to change all land use table entries pertinent to that zone requiring issuance of a Conditional Use Permit (CUP) to allow establishment or operation of a use on a property be converted into "special use permits." Fast forward to the present [and adding to the mix] are also similar changes being proposed for the Agricultural and Commercial Storage Zones. As a further re-formatting refinement, all three zones now have their land use allowances proposed in a table form, organized thematically and alphabetically for ease of use/reference.

ITEMS FOR CONSIDERATION:

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's Council to approve in an ultimately satisfactory form.

As noted in the Background section of this report, many of the code amendment changes to the Industrial, Agricultural, and Commercial Storage Zones are intrinsic to the way the land use controls for each zone are displayed in the code chapters that pertain to them. However, there are some other noteworthy draft changes that the Planning Commission should consider, in no particular order, as follows:

1. The existing caretaker code language that was fairly recently inserted into our books has been re-positioned but no changes to its content have been purposely made.

2. Purpose statement paragraphs have been removed.

3. A cap on the quantity of on-site commercial moving vehicles associated with "Moving and Storage Facilities" in the Industrial Zone has been removed, and the following language kept or added to govern such, "Commercial moving vehicles shall: 1. Be parked on an improved parking area within designated parking stalls -- unless behind a screen wall or fence so as not to be visible from public view; and, 2. Be located behind the front setback. Vehicles located outside a structure and in front of a wall or fence shall be located in a manner so as not to obstruct drive aisles, doors, or pedestrian pathways."

4. A cap on the quantity of on-site commercial moving vehicles associated with businesses in the Commercial Storage Zone has been removed, and the following language kept or added to govern such, "A maximum of six moving vehicles (e.g., vans, semi-trailers, etc.) may be displayed outside a building or in front of a six-foot privacy fence or wall. All vehicles must be parked on an improved parking area within designated parking stalls. Additional rental vehicles may be placed inside a structure or behind a minimum of a six-foot privacy fence or wall. [Vehicles] located outside a structure and in front of a wall or fence shall be located in a manner to not obstruct drive aisles, doors, or pedestrian pathways."

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public hearing of June 25, 2024, voted to recommend to the City Council that the draft code amendments be approved, conditioned upon the following changes being made, as follows:

1. In the Agriculture Zone -- Its use table be revised to cause a "commercial riding arena" be changed from being proposed as a permitted use to being a special use;
2. In the Agriculture Zone --That commercial stockyards be stricken and become a prohibited use;
3. In the Agriculture Zone --That equestrian centers be changed from being special to permitted uses; and,
4. In the Commercial Storage Zone -- That manufacturing should be stricken from the land use table becoming, thereby, a prohibited use.

ATTACHMENTS:

1. ORD--EMMC Title 17-Land Use Tables
2. EMMC Title 17-Land Use Tables - Redlines

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
THE EAGLE MOUNTAIN MUNICIPAL CODE, REPEALING AND REPLACING
CHAPTER 17.40 INDUSTRIAL ZONE, AND AMENDING CHAPTERS 17.20
AGRICULTURE ZONE AND 17.38 COMMERCIAL STORAGE ZONE
(LAND USE TABLES, REMOVING CONDITIONAL USES)**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, repealing and replacing Chapter 17.40 Industrial Zone, and amending Chapters 17.20 Agriculture Zone and 17.38 Commercial Storage Zone, 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, repealing and replacing Chapter 17.40 Industrial Zone, and amending Chapters 17.20 Agriculture Zone and 17.38 Commercial Storage Zone.
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, Utah, this 3rd day of September, 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 3rd day of September, 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 17.20

AGRICULTURE ZONE

Sections:

17.20.010	What this chapter does.
17.20.020	Purpose and objective.
17.20.020	Permitted uses Land Use Table.
17.20.040	Permitted accessory uses and structures.
17.20.050	Conditional uses.
17.20.060	Prohibited uses.
17.20.070	Right to farm.
17.20.080	Lot size requirements.
17.20.090	Setbacks – Primary structures.
17.20.100	Setbacks – Accessory structures.
17.20.110	Driveways.
17.20.120	Lot frontage and width requirements.
17.20.130	Building height.
17.20.140	Minimum dwelling size.
17.20.150	Open space requirements.
17.20.160	Supplementary regulations.
17.20.170	Previous zoning district equivalents.

17.20.010 What this chapter does.

~~This chapter establishes the land use regulations for the agriculture zone in Eagle Mountain City, including permitted and conditional uses, minimum land use standards, and other agriculture-related provisions. [Ord. O-23-2005 § 3 (Exh. 1(1) § 4.1)].~~

~~In order to further the purposes of LUDMA (Utah's Municipal Land Use, Development, and Management Act) and the city's general plan, the city is divided into various zones, including an agriculture district. This chapter establishes the land use regulations for the agricultural zone in Eagle Mountain City, including permitted and special uses, minimum land use standards, and other development provisions.~~

17.20.020 Purpose and objective.

~~The purpose and objective of this chapter is to allow for the continuation of agricultural pursuits on parcels that are currently being used for such purposes and to provide areas for large open lands where residents may live, own farm animals and otherwise use large parcels for agricultural purposes. Agriculture as a land use in Eagle Mountain City is encouraged. [Ord. O- 23-2005 § 3 (Exh. 1(1) § 4.2)].~~

17.20.030 Permitted uses.

~~The following land uses shall be permitted uses in the agriculture zone. Any use not specifically permitted in this chapter shall be prohibited.~~

~~A. Single-family detached dwellings.~~

~~B. Agricultural uses such as row crops, livestock boarding, grazing and associated cultivating and herding activities; provided, that such grazing and associated activities are not part of, nor conducted in conjunction with, any livestock feed yard, livestock sales yard, or any other confined feeding facilities or animal by-product business.~~

~~C. Public and private utility structures or facilities.~~

~~D. Public parks.~~

~~E. Religious or cultural meeting hall. [Ord. O-04-2023 § 2 (Exh. A); Ord. O-11-2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 4.3)].~~

17.20.020 Land use table.

This land use table contains the various land uses that are permitted, conditional, special, and prohibited uses in the residential zones. Uses that are not listed in this table are prohibited.

P = Permitted (Permitted uses may still require approval through an application process as detailed in this chapter and other chapters)

S = Special (Special uses are permitted as long as they comply with the standards listed in Chapter 17.75 EMMC that are specific to that type of use)

Blank = Prohibited

Land Use Table **Agriculture Land** **Uses**

<u>Land Use</u>	<u>AG</u>
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Accessory Uses:

<u>Accessory Buildings (e.g., barns, garages, greenhouses, gardening sheds, recreation rooms, and similar structures, etc.)</u>	<u>P</u>
<u>Accessory Dwelling Unit, Attached or Detached – in compliance with Chp. 17.70 EMMC</u>	<u>P</u>
<u>Home Business</u>	<u>P</u>

Living Space Type Units:

<u>Dwelling, Single-Family</u>	<u>P</u>
<u>Dwelling, Multi-Family</u>	

Agricultural Type Uses:

<u>Commercial Feed Yard</u>	
<u>Commercial Hunting Areas as Temporary Use</u>	
<u>Commercial Riding Arena/Rodeo</u>	<u>S</u>
<u>Commercial Stockyard</u>	
<u>Limited Processing of Agricultural Products</u>	<u>S</u>
<u>Equestrian Center</u>	<u>P</u>
<u>Equine Therapy Center</u>	<u>S</u>
<u>Hog or Poultry Farm</u>	
<u>Large-scale Meat Packaging or Processing Operations</u>	
<u>Nursey/Plant & Garden Center (min. 1 -acre property and including outside display)</u>	<u>P</u>
<u>On-Site Sale of AG Products -- save as allowed stands</u>	<u>P</u>
<u>Raising, care and keeping of fur-bearing animals (e.g., mink farm)</u>	
<u>Rendering Plant</u>	
<u>Slaughterhouse</u>	
<u>Stables</u>	<u>S</u>
<u>Stands for the purpose of displaying and selling agricultural or farming products that are grown or produced on the premises on which the stand is located</u>	<u>P</u>
<u>Structures required for the housing, nurture, confinement or storage of animals, crops or products that are lawfully permitted or produced on the property</u>	<u>P</u>
<u>Windmills, silos, tank houses, buildings or shelters for farm equipment and machinery, water wells, water reservoirs and storage tanks.</u>	<u>P</u>

Non-Agricultural Types Uses:

<u>Animal Care Service (i.e., large and small including veterinary)</u>	<u>P</u>
<u>Public Park</u>	<u>P</u>
<u>Radio, Microwave or Transmission Tower</u>	<u>S</u>
<u>Religious or Cultural Meeting Hall</u>	<u>P</u>

<u>Sexually Oriented Business</u>	
<u>Utility, Public or Private</u>	<u>P</u>

~~17.20.040 Permitted accessory uses and structures.~~

~~Accessory uses and structures are permitted in the agriculture zone; provided, that they are incidental to, and do not substantially alter the character of, the permitted principal uses or structures. Such permitted accessory uses include, but are not limited to, the following:~~

~~A. Accessory buildings such as barns, garages, greenhouses, gardening sheds, recreation rooms, and similar structures that are customarily used in conjunction with the primary uses in this district.~~

~~B. Windmills, silos, tank houses, buildings or shelters for farm equipment and machinery, water wells, water reservoirs and storage tanks.~~

~~C. Stands for the purpose of displaying and selling agricultural or farming products that are grown or produced on the premises on which the stand is located. Such stand shall not exceed 300 square feet in size and shall be limited to one stand per parcel of property.~~

~~D. Structures required for the housing, nurture, confinement or storage of animals, crops or products that are lawfully permitted or produced on the property. [Ord. O-23-2005 § 3 (Exh. 1(1) § 4.4)].~~

~~17.20.050 Conditional uses.~~

~~The following conditional uses and such uses as the planning director and planning commission may recommend as similar and consistent with the scale, character and impact of the area will be considered:~~

~~A. Limited processing of agricultural products.~~

~~B. Radio, microwave or other transmission towers.~~

~~C. Home businesses (as allowed by this title).~~

~~D. Accessory dwelling units (ADUs) in accordance with the standards contained in this title.~~

~~E. Commercial hunting areas as a temporary land use with no long-term vesting.~~

~~F. Stables.~~

~~G. Commercial riding arena.~~

~~H. Equestrian center.~~

~~I. Equine assisted therapy center. [Ord. O-04-2023 § 2 (Exh. A); Ord. O-41-2021 § 1 (Exh. A); Ord. O-09-2019 § 2 (Exh. A); Ord. O-21-2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 4.5)].~~

~~17.20.060 Prohibited uses.~~

~~The following are prohibited uses and such uses as the planning director and planning commission determine to be similar or consistent with the prohibited use:~~

~~A. Large-scale packaging or processing operations.~~

~~B. The raising or keeping of fur-bearing animals, or the operation of commercial stockyards, or feed yards, slaughterhouses, rendering facilities, or concentrated animal production operations such as hog or poultry farms (except as allowed as pre-existing nonconforming uses).~~

~~C. On-site sale of agricultural products in excess of what is allowed by this chapter.~~

~~D. Multifamily dwellings.~~

~~E. Sexually oriented businesses. [Ord. O-23-2005 § 3 (Exh. 1(1) § 4.6)].~~

~~F.~~

Chapter 17.38 COMMERCIAL STORAGE ZONE

Sections:

17.38.010 What this chapter does.

17.38.020 ~~Purpose. Land Use Table~~

~~17.38.030 Permitted uses.~~

~~17.38.035 Special uses.~~

~~17.38.040 Conditional uses.~~

~~17.38.050 Prohibited uses.~~

17.38.06030 Area requirements.

17.38.07040 Setback requirements.

17.38.08050 Building height.

17.38.09060 Commercial storage zone development standards.

17.38.010 What this chapter does.

~~This chapter contains land use provisions for the development of commercial storage land uses in areas that are zoned to accommodate such uses. Development entitlements are set forth and processes for approval are also specified. [Ord. O-02-2011 § 2 (Exh. A)].~~

In order to further the purposes of LUDMA (Utah's Municipal Land Use, Development, and Management Act) and the city's general plan, the city is divided into various zones, including a commercial storage district. This chapter establishes the land use regulations for the development of commercial storage land uses, including permitted and special uses, minimum land use standards, and other development provisions within that zone.

17.38.020 Purpose.

The purpose of the commercial storage zone is to provide for nonretail commercial sites for storage of vehicle, equipment, and inventory, and associated offices. [Ord. O-02-2011 § 2 (Exh. A)].

17.38.030 Permitted uses.

The following land uses shall be permitted uses in the commercial storage zone. Any use not specifically permitted in this chapter shall be prohibited.

A. Public and private utility structures or facilities;

B. Public and private utility equipment and inventory storage, fenced or enclosed;

C. Fully enclosed commercial storage of equipment and inventory. [Ord. O-11-2017 § 2 (Exh. A); Ord. O-02-2011 § 2 (Exh. A)].

17.38.020 Land use table.

This land use table contains the various land uses that are permitted, conditional, special, and prohibited uses in the residential zones. Uses that are not listed in this table are prohibited.

P = Permitted (Permitted uses may still require approval through an application process as detailed in this chapter and other chapters)

S = Special (Special uses are permitted as long as they comply with the standards listed in Chapter 17.75 EMMC that are specific to that type of use)

Blank = Prohibited

Land Use Table
Commercial Storage Land Uses

<u>Land Use</u>	<u>CS</u>
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Accessory Uses:

Caretaker, Accessory Dwelling (see 17.38.090.F)	<u>P</u>
Office, Associated with Storage Facility	<u>S</u>

Storage Type Uses:

<u>Outdoor Storage of Commercial Equipment and Inventory</u>	<u>S</u>
<u>Outdoor Storage of Recreational Vehicles and Trailers</u>	<u>S</u>
<u>Moving Business</u>	<u>P</u>

<u>Self-Service/Mini-Storage Facility</u>	<u>P</u>
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Non-Storage Types Uses:

<u>Manufacturing</u>	
<u>Sexually Oriented Business</u>	
<u>Utility, Public or Private</u>	<u>P</u>

~~17.38.035 Special uses.~~

~~The following land uses shall be permitted special uses in the commercial storage zone. Any special use not specifically permitted in this chapter shall be prohibited.~~

~~A. Caretaker dwelling in conjunction with self-storage or mini-storage units and in compliance with EMMC 17.75.046, [Ord. O-35-2023 § 2 (Exh. A)].~~

~~17.38.040 Conditional uses.~~

~~The following conditional uses and such uses as the planning director and planning commission may recommend as similar and consistent with the scale, character and impact of the area will be considered:~~

~~A. Fenced or unfenced outdoor storage of commercial equipment and inventory;~~

~~B. Outdoor storage/parking of recreational vehicles, trailers, boats, and similar vehicles;~~

~~C. Self-storage or mini-storage units;~~

~~D. Caretaker Dwelling that complies with the following:~~

~~1. A single caretaker dwelling shall be incidental and accessory to the primary use of the property;~~

~~2. Shall not be larger than 1,200 square feet;~~

~~3. Be located within or attached to the principal structure utilizing complimentary and code compliant architectural materials;~~

~~4. Have a minimum of two parking stalls in a garage or carport dedicated to the caretaker dwelling;~~

~~5. One caretaker dwelling is allowed per principal use;~~

~~6. Occupied or rented only by a single employee or subcontractor (with or without family members) of the legal entity which owns the principal use being cared for. The caretaker shall be employed at least fifty percent of the time as an employee or subcontractor of the legal entity which occupies main building on the subject property;~~

~~and~~

~~7. Any person occupying shall submit evidence of compliance with this Section upon request of the City.~~

~~E. Small office uses associated with storage;~~

~~F. Moving and storage facilities and businesses. [Ord. O-21-2018 § 2 (Exh. A); Ord. O-02-2011 § 2 (Exh. A)].~~

~~17.38.050 Prohibited uses.~~

~~The following are prohibited uses and such uses as the planning director and planning commission determine to be similar or consistent with the prohibited use:~~

~~A. Sexually oriented businesses.~~

~~B. Manufacturing. [Ord. O-02-2011 § 2 (Exh. A)].~~

17.38.09060 Commercial storage zone development standards.

...

~~E. A maximum of six M~~moving vehicles (e.g., vans, semi-trailers, etc.) may be displayed outside of a building or in front of a six-foot privacy fence or wall. All vehicles must be parked upon an improved parking area within designated parking stalls. Additional rental vehicles may be placed inside a structure or behind a minimum of a six-foot privacy fence or wall.

1. Vehicles located outside of a structure and in front of a wall or fence shall be located in a manner so as to not obstruct drive aisles, doors, or pedestrian pathways. [Ord. O-21-2018 § 2 (Exh. A); Ord. O-02-2011 § 2 (Exh. A)].

~~F. Caretaker Dwelling that complies with the following:~~

~~1.A single caretaker dwelling shall be incidental and accessory to a self-service/mini-storage type use of a property;~~

~~2. Shall not be larger than 1,200 square feet;~~

~~3. Be located within or attached to the principal structure utilizing complimentary and code compliant architectural materials;~~

~~4. Have a minimum of two parking stalls in a garage or carport dedicated to the caretaker dwelling;~~

~~5. One caretaker dwelling is allowed per principal use on a given property;~~

~~6. Occupied or rented only by a single employee or subcontractor (with or without family members) of the legal entity which owns the principal use being cared for. The caretaker shall be employed at least fifty percent of the time as an employee or~~

subcontractor of the legal entity which occupies main building on the subject property;
and

7. Any person occupying shall submit evidence of compliance with this Section upon request of the city.

Chapter 17.40 INDUSTRIAL ZONE

Sections:

17.40.010 — What this chapter does.

17.40.020 — Purpose.

17.40.030 — Permitted uses.

17.40.040 — Conditional uses.

17.40.050 — Prohibited uses.

17.40.060 — Area requirements.

17.40.070 — Setback requirements.

17.40.080 — Building height.

17.40.090 — Development standards.

17.40.100 — Previous zoning district equivalents.

17.40.010 What this chapter does.

This chapter contains land use provisions for the development of industrial land uses in areas that are zoned to accommodate such uses. Development entitlements are set forth and processes for approval are also specified. [Ord. O-23-2005 § 3 (Exh. 1(1) § 8.1)].

17.40.020 Purpose.

The purpose of the industrial zone is to provide for industrial opportunities which are reasonably separated from residential development and other incompatible land uses. [Ord. O-23-2005 § 3 (Exh. 1(1) § 8.2)].

17.40.030 Permitted uses.

The following land uses shall be permitted uses in the industrial zone. Any use not specifically permitted in this chapter shall be prohibited.

A. Industrial parks and warehouses;

B. Office buildings including medical, dental or professional offices, corporate offices or corporate campuses;

C. Research and development uses, including medical or electronic assembly and manufacturing;

~~D. Public and private utility structures or facilities;~~

~~E. Public parks, plazas, or squares. [Ord. O-11-2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 8.3)].~~

~~17.40.040 Conditional uses. The following conditional uses and such uses as the planning director and planning commission may recommend as similar and consistent with the scale, character and impact of the area will be considered:~~

~~A. Automobile gas/service stations;~~

~~B. Automobile sales and/or service;~~

~~C. Auto and truck repair, including auto body;~~

~~D. Convenience store;~~

~~E. Motels and hotels;~~

~~F. Restaurants and banks (with drive-through service facilities);~~

~~G. Printing, lithography and publishing establishments;~~

~~H. Wholesale trade, warehousing, distribution and other operations characterized by the need for large truck and shipping establishments;~~

~~I. Laundry and dry cleaning establishments;~~

~~J. Contract construction services establishments;~~

~~K. Commercial and industrial laundries;~~

~~L. Self-storage or mini-storage units;~~

~~M. Light manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, packaging, and incidental storage of such products. Such uses include, but are not limited to, food, beverages, apparel, textiles, pharmaceuticals, household appliances and plastics;~~

~~N. Recycling facilities;~~

~~O. Other businesses retailing goods and services or rendering personal services for a fee, except as otherwise regulated by the city's ordinances;~~

~~P. Other manufacturing businesses;~~

~~Q. Sexually oriented businesses;~~

~~R. Moving and storage facilities and businesses. [Ord. O-21-2018 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 8.4)].~~

17.40.050 Prohibited uses.

~~A. Any use(s) not specifically permitted in this chapter shall be prohibited. [Ord. O-11-2017 § 2 (Exh. A)].~~

17.40.060 Area requirements.

~~There is no minimum lot size requirement for developments in this district. However, all uses, lots or parcels in the industrial zone shall be of sufficient size to assure compliance with the city's parking, landscaping, utilities, site plan and other land development regulations that may govern all or a portion of each project. All developments in this district are required to submit a master site plan that includes maps and descriptions of construction and uses (see Chapter 17.100 EMMC for more information on the site plan process). [Ord. O-11-2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 8.5). Formerly 17.40.050].~~

17.40.070 Setback requirements.

~~The following setback requirements are intended to describe the amount of space required between buildings and property lines. All buildings in this zone, including accessory buildings, are required to maintain a minimum distance from property lines as set forth below. Conditional uses may require greater setbacks so as to prevent a nuisance as determined by the city council.~~

~~A. Front: 25 feet. The city council, in consideration of a prior recommendation by the planning commission, may reduce this if in its judgment the reduction does not interfere with the use, enjoyment and character of adjacent properties.~~

~~B. Sides: 50 feet, where adjacent to a residential or agricultural zone. Lots adjoining within the industrial zone require no side lot setbacks.~~

~~C. Rear: 20 feet for all uses except where a rear yard is located adjacent to a residential or agricultural district. In those cases, the rear yard shall be increased to 100 feet. In the event that the rear of a building faces an arterial or collector street, there shall be a setback of 50 feet. The city council, in consideration of a prior recommendation by the planning commission, may reduce this if in its judgment the reduction does not interfere with the use, enjoyment and character of adjacent properties.~~

~~D. Other General Requirements. In addition to the specific setback requirements noted above, no building shall be closer than 10 feet from any private road, driveway or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window. [Ord. O-11-2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 8.6). Formerly 17.40.060].~~

17.40.080 Building height.

No building in this zone shall be over five stories. [Ord. O-11-2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 8.7). Formerly 17.40.070].

17.40.090 Development standards.

The following development standards shall apply to the industrial zone:

- ~~A. Architectural Review. The planning commission shall review the site plan and building elevations. The planning commission shall confirm compliance with architectural design standards for buildings and structures to assure compliance with the general plan and with the city's generally applicable policies and regulations.~~
- ~~B. Landscaping. All landscaping shall be completed in accordance with the approved site plan and all city ordinances, and shall be installed prior to the issuance of a certificate of occupancy for the building. The city building official may approve exceptions as seasonal conditions warrant. It shall be the responsibility of the property owner to maintain all approved landscaping in accordance with the approved site plan and in compliance with the city's parking and landscaping requirements.~~
- ~~C. Uses within Buildings. All uses in the industrial zone shall be conducted entirely within a fully enclosed building except those uses deemed by the planning commission and city council to be customarily and appropriately conducted outside. Such uses include service stations, gas pumps, plant nurseries, home improvement material yards, automobile sales, etc. Outside storage of merchandise shall be accommodated entirely within an enclosed structure unless the planning commission and city council deem such storage to be customarily and appropriately conducted outside.~~
- ~~D. Trash Storage. No trash, used materials, wrecked or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be kept within an opaque enclosure that is architecturally compatible with the main building. Garbage dumpsters shall be located out of sight and away from major roads.~~
- ~~E. Screening Requirements. A wall, fence and/or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot, which abuts an agricultural or residential use. Such a wall, fence or landscaping shall be at least six feet in height, unless a wall or fence of a different height is required by the city council in consideration of a prior recommendation by the planning commission as part of a site plan review. Such wall, fence or landscaping shall be maintained in good condition with no advertising thereon, except as permitted by the city's signage regulations.~~
- ~~F. Moving and Storage Facilities Standards. A maximum of three moving vehicles may be displayed outside of a building or in front of a six-foot privacy fence or wall. All vehicles must be parked upon an improved parking area within designated parking stalls. Up to 10 additional rental vehicles may be placed inside a structure or behind a minimum of a six-foot privacy fence or wall.~~
- ~~Vehicles located outside of a structure and in front of a wall or fence shall be located in a manner so as to not obstruct drive aisles, doors, or pedestrian pathways. [Ord. O-21-2018 § 2 (Exh. A); Ord. O-11-2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 8.8). Formerly 17.40.080].~~

~~17.40.100 Previous zoning district equivalents.~~

~~The equivalent zoning districts contained in previous development codes include the business park (BP) and manufacturing and industrial (M&I) zones. Properties zoned prior to the adoption of the ordinance codified in this title shall only be entitled to the permitted and conditional uses~~ permissible under the land use ordinance in which the property was zoned. With the exception of the land uses, property zoned under previous development codes shall comply with all other regulations and standards contained in this chapter so long as it does not restrict density entitlements that are solidified in a master development agreement. Property zoned under the development code of Eagle Mountain City adopted on September 28, 1999, is entitled to the following land uses:

~~A. Business Park (BP). Permitted uses within the business park are banks, business and corporate offices not to exceed three stories in height. The following conditional uses and such uses as the planning commission may recommend as similar and consistent with the scale, impact and character of existing uses will be considered: restaurants, retail services establishments, hotels, motels, bed and breakfast facilities, day care center, medical and health-care offices, veterinary offices, electronics repair shop and residential group homes. All other uses are expressly prohibited.~~

~~B. Manufacturing and Industrial (M&I) Zone. Warehousing and construction trades or services will be permitted uses in the manufacturing and industrial zone. This designation can also accommodate large warehouse-style retailing operations, manufacturing facilities and other uses requiring large buildings or structures that would otherwise not be permitted within the commercial core or satellite commercial areas. The following conditional uses and such uses as the planning commission may recommend as similar and consistent with existing uses will be considered: manufacturing and retail services establishments. All other uses are expressly prohibited. [Ord. O-11-2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 8.9). Formerly 17.40.090].~~

Chapter 17.40 **INDUSTRIAL ZONE**

Sections:

17.40.010 What this chapter does.

17.40.020 Land Use Table

17.40.030 Area requirements.

17.40.040 Setback requirements.

17.40.050 Maximum building height.

17.40.060 Development standards.

17.40.010 What this chapter does.

In order to further the purposes of LUDMA (Utah's Municipal Land Use, Development, and Management Act) and the city's general plan, the city is divided into various zones, including an industrial district. This chapter establishes the land use regulations for the industrial zone in Eagle Mountain City, including permitted and special uses, minimum land use standards, and

other development provisions.

17.40.020 Land use table.

The land use table in this section specifies the various land uses that are permitted, special, or conditionally permitted within the Industrial Zone. Uses that are not listed in the table are prohibited.

P = Permitted

S = Special (Special uses are permitted as long as they comply with standards listed in Chapter 17.75 EMMC that are specific to that type of use)...

Land Use Table: Industrial Land Uses

<u>Land Use(s)</u>	<u>Ind.</u>
<u>Mixed Industrial Type Use:</u>	
<u>Assembly (i.e., electronic or medical)</u>	<u>P</u>
<u>Automobile Sales/Service</u>	<u>S</u>
<u>Commercial Greenhouse</u>	<u>S</u>
<u>Contractor and/or Construction [including vehicles] Yards)</u>	<u>S</u>
<u>Data Center</u>	<u>P</u>
<u>Flex-space Structure or Park(s)</u>	<u>P</u>
<u>Gas/Service Station/Convenience or Fuel Center(s)</u>	<u>P</u>
<u>Heavy/Large Product Manufacturing</u>	<u>S</u>
<u>Industrial (including research) Park(s)</u>	<u>P</u>
<u>Light manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, packaging, and incidental storage of such products. Such uses include, but are not limited to, food, beverages, apparel, textiles, pharmaceuticals, household appliances and plastics</u>	<u>P</u>
<u>Medical Office(s)</u>	<u>P</u>
<u>Mixed-use Park(s) (i.e., office, light industrial, research, flex-space, etc.)</u>	<u>P</u>
<u>Moving Company Facilities and Storage Yard/Building(s)</u>	<u>S</u>

<u>Office Park(s)</u>	<u>P</u>
<u>Printing, lithography and publishing</u>	<u>P</u>
<u>Professional Office(s)</u>	<u>P</u>
<u>Restaurant</u>	<u>P</u>
<u>Sexually Oriented Business(es)</u>	<u>S</u>
<u>Vehicle Repair (including auto body)</u>	<u>S</u>
<u>Warehouse(s)</u>	<u>P</u>
<u>Wholesale trade, warehousing, distribution and other operations characterized by the need for large truck and shipping establishments</u>	<u>P</u>

17.40.030 Area requirements.

No minimum property size required. Nevertheless, all uses, lots or parcels in the industrial zone shall be of sufficient size to assure compliance with the city's development regulations.

All developments in the district are required to submit a master site plan, pre-development, in accordance with provisions in EMC § 17.100 EMMC. [Ord. O-11-2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 8.5). Formerly 17.40.050].

17.40.040 Setback requirements.

Developments on properties within the Industrial Zone shall comply with the setback requirements as set forth hereafter. In the case of uses requiring a special or conditional use permit, the planning commission may require greater setbacks than code minimums in order to mitigate potential compatibility conflicts between uses.

<u>Yard Area</u>	<u>Minimum Setback Required</u>	<u>Note(s)</u>
<u>Front</u>	<u>25'</u>	<u>The city council, in consideration of a prior recommendation by the planning commission, may reduce this if in its judgment the reduction does not interfere with the use, enjoyment and character of adjacent properties.</u>
<u>Sides</u>	<u>50'</u>	<u>Lots adjoining within the industrial zone require no side lot setbacks.</u>

<u>Rear</u>	<u>20'/50'*</u>	<u>*In the event that the rear of a building faces an arterial or collector street, there shall be a setback of 50 feet.</u> <u>The city council, in consideration of a prior recommendation by the planning commission, may reduce this if in its judgment the reduction does not interfere with the use, enjoyment and character of adjacent properties.</u>
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Other General Requirements. In addition to setback requirements in 17.40.050, no building shall be closer than 10 feet to any private road, driveway or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of the building that may contain an approved drive-up window. [Ord. O-11- 2017 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(1) § 8.6). Formerly 17.40.060].

17.40.050 Maximum building height.

No building in the Industrial Zone shall exceed five stories. [Ord. O-11-2017 § 2 (Exh. A); Ord. O-23- 2005 § 3 (Exh. 1(1) § 8.7). Formerly 17.40.070]. Structures formerly within the BP Zone shall not exceed three stories.

17.40.060 Development standards.

The following development standards shall apply to the industrial zone:

A. Architectural Review. The planning commission shall review the site plan and building elevations to confirm compliance with any applicable Industrial Zone architectural design standards.

B. Landscaping. All landscaping shall be completed in accordance with the approved landscape plan and all city ordinances, and, shall be installed prior to the issuance of a certificate of occupancy for a/the building. The planning director may approve exceptions as seasonal conditions warrant. It shall be the responsibility of the property owner to maintain all approved landscaping in accordance with the approved site plan and in compliance with the city's parking and landscaping requirements.

C. Uses within Buildings. All uses in the industrial zone shall be conducted entirely within a fully enclosed building except those uses deemed by the planning commission and city council to be customarily and appropriately conducted outside. Such uses include service stations, gas pumps, plant nurseries, home improvement material yards, automobile sales, etc. Outside storage of merchandise shall be accommodated entirely within an enclosed structure unless the planning commission and city council deem such storage to be customarily and appropriately conducted outside.

D. Trash Storage. No trash, used materials, wrecked or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be kept within an opaque enclosure that is architecturally compatible with the main building. Garbage dumpsters shall be located out of sight and away from major roads within enclosures if they would otherwise be visible to/from

public view.

E. Screening Requirement(s). A wall, fence and/or landscaping of acceptable design shall effectively screen the borders of any commercial or industrial lot which abuts an agricultural or residential use. Such a wall, fence or landscaping shall be at least six feet in height, unless a wall or fence of a different height is required by the city council in consideration of a prior recommendation by the planning commission as part of a site plan review. Such wall, fence or landscaping shall be maintained in good condition with no advertising thereon, except as permitted by the city's signage regulations.

F. Moving and Storage Facilities Standards. Commercial moving vehicles shall:

1. Be parked upon an improved parking area within designated parking stalls -- unless behind a screen wall or fence so as to not be visible from public view; and,

2. Be located behind the front setback.

Vehicles located outside of a structure and in front of a wall or fence shall be located in a manner so as to not obstruct drive aisles, doors, or pedestrian pathways.

G. Caretaker Dwelling that complies with the following:

1. A single caretaker dwelling shall be incidental and accessory to a self-service/mini-storage type use of a property;

2. Shall not be larger than 1,200 square feet;

3. Be located within or attached to the principal structure utilizing complimentary and code compliant architectural materials;

4. Have a minimum of two parking stalls in a garage or carport dedicated to the caretaker dwelling;

5. One caretaker dwelling is allowed per principal use on a given property;

6. Occupied or rented only by a single employee or subcontractor (with or without family members) of the legal entity which owns the principal use being cared for. The caretaker shall be employed at least fifty percent of the time as an employee or subcontractor of the legal entity which occupies main building on the subject property; and

7. Any person occupying shall submit evidence of compliance with this section upon request of the city.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code to Enact Section 17.60.155 Lot Size Mixture (R Lots).
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A - Pertinent to the NR1 Future Land Use Category/Setting	N/A

PUBLIC HEARING

Yes

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Staff recommends the City Council adopt an ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code to Enact Section 17.60.155 Lot Size Mixture (R Lots)

BACKGROUND:

The City Council has adopted a "legislative priorities list." Among the activities to be accomplished by City Staff are the creation and presentation of 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 position in Chapter 17.25.

ITEMS FOR CONSIDERATION:

Ordinances pertaining to Development Code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

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.

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:

1. ORD--EMMC 17.60.155 Lot Size Mixture
2. EMMC 17.60.155 Lot Size Mixture - Redlines

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE
TO ENACT SECTION 17.60.155 LOT SIZE MIXTURE (R LOTS)

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code to enact Section 17.60.155 Lot Size Mixture (R Lots), 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 to enact Section 17.60.155 Lot Size Mixture (R Lots).
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, Utah, this 3rd day of September, 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 3rd day of September, 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
SEPTEMBER 3, 2024**

TITLE:	Fences and Retaining Walls Code Update Amendments
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

Yes

PREPARED BY

Robert Hobbs, Senior Planner

PRESENTED BY

Robert Hobbs

RECOMMENDATION:

Staff recommends the City Council adopt an Ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 17.10 Definitions, and Sections 16.35.090 Privacy Fencing, 17.60.120 General Fencing Provisions, and 17.60.130 Chain Link Fencing.

BACKGROUND:

Many months ago, Staff perceived, in contemplating possible future build-out issues, the need for the City to address (given its topography) the topic of retaining walls. Code drafting effort was accelerated to draft reasonable code language when it was shared by Neighborhood Improvement that a non-City approved retaining wall system (basically stacked rock) was apparently failing in place around the periphery of a residential subdivision. Subsequently, the need for a fence code patch to address: 1) the amount of wire fencing allowed in any given fence section; and, 2) to address property owners' responsibilities in installing or replacing fencing along collector and arterial rights-of-way (with special standards along the Ranches Parkway); and, 3) to clarify developer responsibilities in installing walls along collector and arterial classed roadways came to light.

Following Planning Commission worksession review of draft code language respecting fencing and retaining walls that incorporated some planning commissioner comments and suggestions, Staff returned to the Planning Commission and then went on to the City Council with the draft amendments. The Council desired varying minor changes (particularly respecting retaining walls), which have been incorporated into the attached exhibit. The blue and green color-coded changes show the City Engineer's, a Councilman's, and Staff's edits.

ITEMS FOR CONSIDERATION:

Regulations governing review and passage of 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:

To approve as presented

ATTACHMENTS:

1. ORD--EMMC Titles 16 & 17-Fencing & Retaining Walls
2. EMMC Titles 16 & 17-Fencing & Retaining Walls - Redlines

ORDINANCE NO. O-____-2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
THE EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 17.10 DEFINITIONS, AND
SECTIONS 16.35.090 PRIVACY FENCING, 17.60.120 GENERAL FENCING
PROVISIONS, AND 17.60.130 CHAIN LINK FENCING
(FENCING AND RETAINING WALLS)**

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 17.10 Definitions, and Sections 16.35.090 Privacy Fencing, 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 Chapter 17.10 Definitions, and Sections 16.35.090 Privacy Fencing, 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, Utah, this 3rd day of September, 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 3rd day of September, 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
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☐ 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

17.10.30 Definitions.

“Retaining wall(s) means any of a type of structure emplaced to either hold back (i.e., retain) earth left exposed by the making of a [cross] cut across a sloped surface like a hill, or, those designed to hold back artificially backfilled earth and create a “shelf-like” embankment feature.

16.35.090 Privacy ~~fencing~~ screening.

~~Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing of consistent height (no less than six feet), material and color, and of durable quality along the rear or side lot lines of all lots with a rear or side lot line 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. The city council shall be authorized to require a specific material and color for the fencing in a development agreement.~~

~~Business park, commercial, commercial storage, and industrial developments shall install privacy fencing of consistent height (no less than six feet), material and color, and of durable quality along the rear and/or side lot lines that abut an arterial or collector road right-of-way, existing or designated in the city’s future transportation plan. Applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council may require a specific material and color for the fencing in a site plan or master development agreement. “Durable quality” shall mean fencing of stone, masonry, or decorative concrete. Vinyl, wood alternative composite material, and wood fencing shall not be allowed along rear or side lot lines abutting an arterial or collector road. For industrial developments, “durable quality” shall include chain link fencing that complies with EMMC ~~17.60.120(C)(1)(d)~~. [Ord. ~~O-33-2020~~ § 2 (Exh. A); Ord. ~~O-06-2017~~ § 2 (Exh. A); Ord. ~~O-17-2010~~ § 2 (Exh. A); Ord. ~~O-27-2006~~ § 2 (Exh. A § 7.9); Ord. ~~O-07-2006~~ § 2 (Exh. 1 § 7.9); Ord. ~~O-23-2005~~ § 3 (Exh. 1(2) § 7.9)].~~

Residential subdivisions, business park, commercial, commercial storage, and industrial developments shall install six-foot (6') tall privacy screening made of durable materials consisting of either stone, masonry or decorative concrete (including pre-cast concrete) along the rear and/or side lot lines of a project that abut(s) an arterial or collector road right-of-way, or one designated as such on the city’s existing future transportation plan.

Developers/builders are required to install privacy screening prior to any building permits being issued in that phase of development that abuts such right-of-way. Property purchasers, at any such time as they desire to install screening along an arterial or collector where such is absent, shall install an acceptable wall.

Exception: In cases where a residential property abuts Ranches Parkway and screening has not already been installed by a developer/builder prior to occupancy of that property, screening installed by that lot’s owner shall be a “Monterey Gray” wood fence.

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/screening provisions.
- 17.60.130 Repealed Retaining walls construction standards.
- 17.60.140 Clear vision triangle.
- 17.60.150 Lot size transitioning.
- 17.60.160 Zone transitions.
- 17.60.170 Tables.
- 17.60.180 Diagrams.

17.60.120 General fencing/screening provisions.

...

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 (i.e., less than 80% of the overall area of a section of fencing between posts) of black painted hog wire provided all such have top and bottom rails and substantial posts/columns.

...

E. Walls or Fences as Buffers or Street Screens. Where required, screening walls or fences shall not be less than six 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 a "major" or "minor" "arterial," or, as a "major" or "minor" "collector" is installed, it shall be of consistent height (not less than six feet), material and color, and be made of stone, masonry or decorative concrete.

Residential subdivisions, business park, commercial, commercial storage, and industrial developments shall install six-foot (6') tall privacy screening made of durable materials consisting of either stone, masonry or decorative concrete (including pre-cast concrete) along the rear and/or side lot lines of a project that abut(s) an arterial or collector road right-of-way, or one designated as such on the city's existing future transportation plan.

Developers/builders are required to install privacy screening prior to any building permits being issued in that phase of development that abuts such right-of-way. Property purchasers, at any such time as they desire to install screening along an arterial or collector where such is absent, shall install an acceptable wall.

Exception: In cases where a residential property abuts Ranches Parkway and screening has not already been installed by a developer/builder prior to occupancy of that property, screening installed by that lot's owner shall be a "Monterey Gray" wood fence.

...

N. Retaining Walls. ~~As stated in EMMC 17.25.050(G), retaining walls shall comply with standards in EMMC Chapters 15.80, 17.25.050.G., and 17.62 17.61 EMMC. Retaining walls that are over four feet 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 Chapter 15.80 EMMC.~~

17.60.130 Retaining Wall Construction Standards.

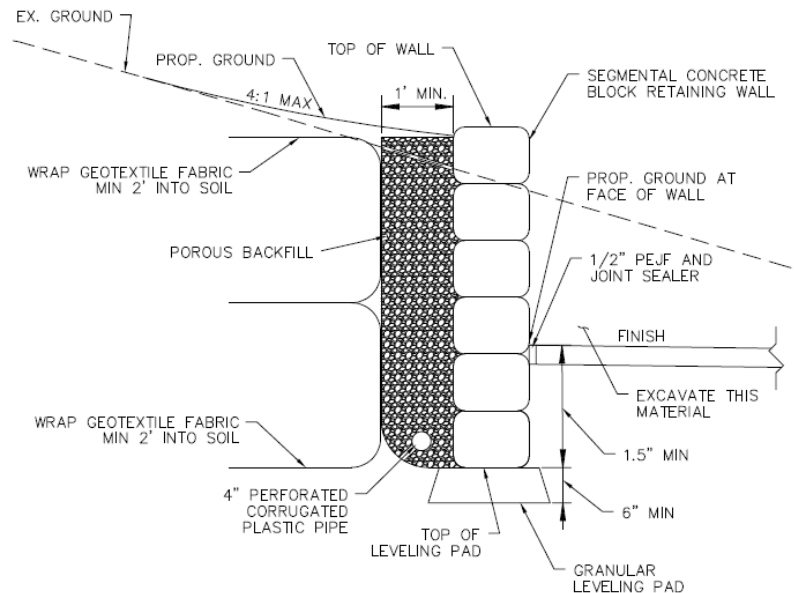
A. Appearance/Materials.

1. Retaining walls' colors and materials shall harmonize with the surrounding natural landscape. Use of rock (e.g., boulders with diameters greater than 1'), masonry, decorative concrete, stone manufactured concrete units (modular block walls) is allowed.

2. Unreinforced CMU or stacked concrete blocks, railroad ties and large timbers or free stacked tiers of loose materials are not allowed for purposes of establishing a formal retaining wall.

3. Stacked boulders, CMU block or similar walls under 4' tall shall use filter fabric to restrain loose sediment particulates from penetrating the wall. Timber walls shall require staggered tiebacks equal to the wall height through middle courses and each course shall be secured with spikes. Walls should be sloped at a 1V:2H ratio or flatter or per manufacturers recommendations. Walls shall include a 4" perforated corrugated (HDPE) pipe wrapped in geofabric and drain rock behind base of wall and be embedded a minimum of 18 inches at foot of wall. (See illustrations and details below).

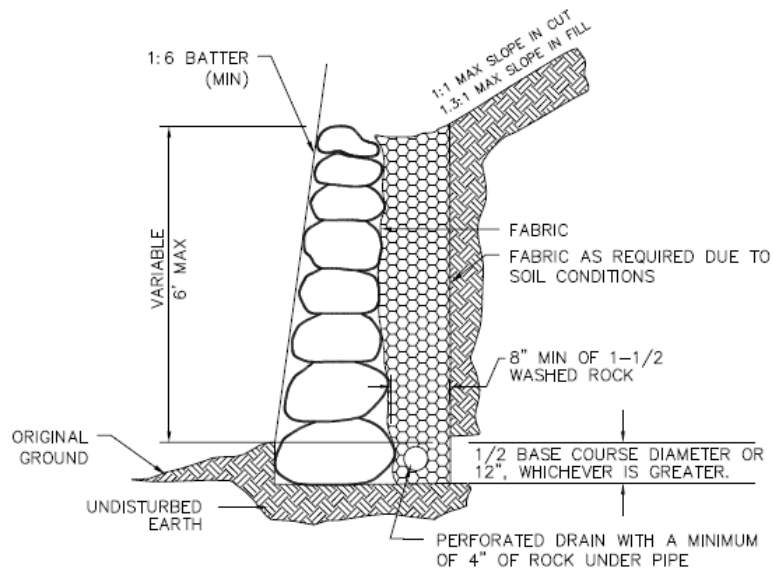
CMU Reinforced Retaining Wall



NOTES:

1. RETAINING WALLS OVER 4' TALL REQUIRES A BUILDING PERMIT.

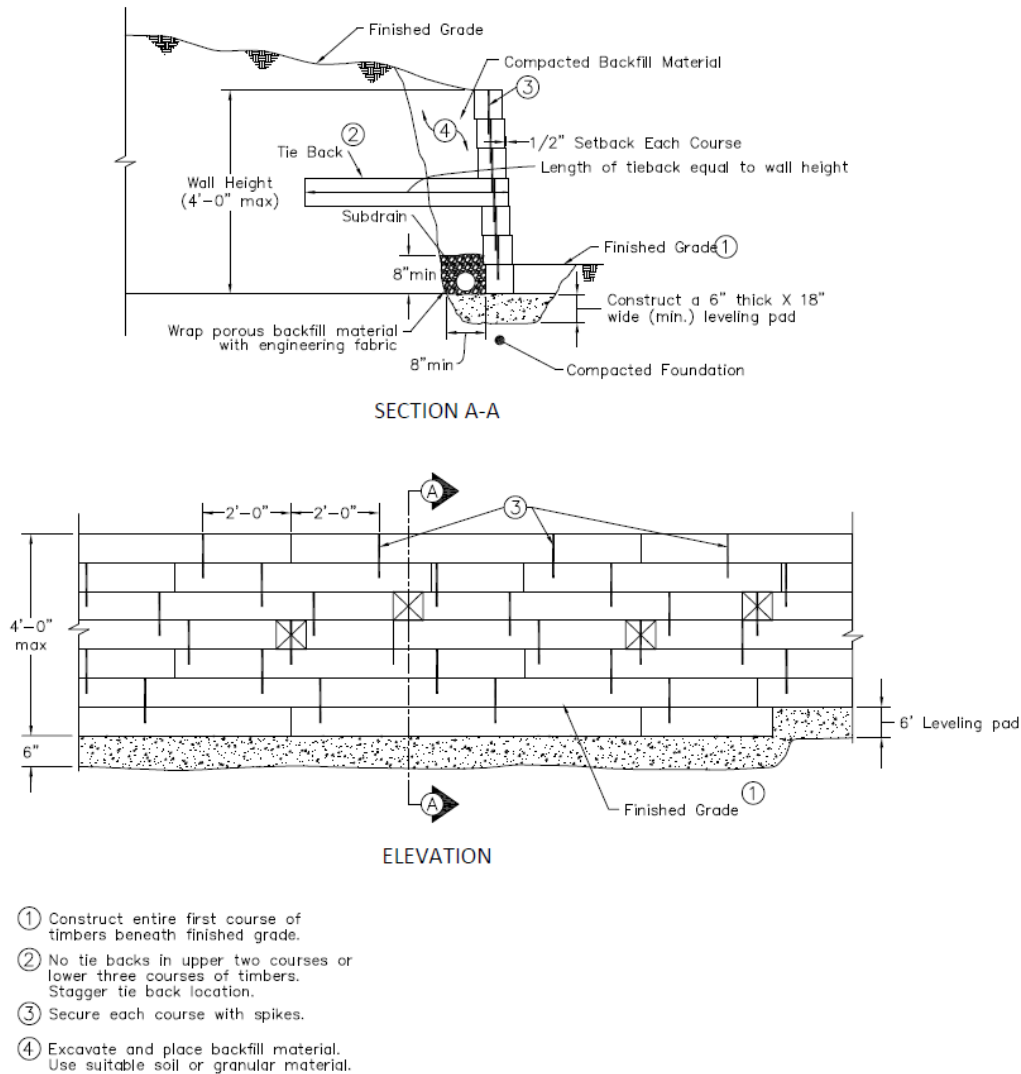
Rockery Retaining Wall



GENERAL NOTES:

1. Rockeries of 4' or lower shall be constructed of 3-man to 2-man from bottom to top. rock size categories shall include:
 - Two-man rocks (300 to 600 pounds),
13 inches in least dimension;
 - Three-man rocks (800 to 1200 pounds),
16 inches in least dimension;
 - Four-man rocks (1500 to 2200 pounds),
18 inches in least dimension;
 - Five-man rocks (2400 to 3400 pounds),
24 inches in least dimension.
 2. The rockery shall be installed with a smooth surface.
 3. The long dimension of the rocks shall be oriented towards the bank to provide maximum stability.
 4. The rock shall be placed so as to lock into two rocks in the lower tier.
 5. Design varying from those indicated shall carry the seal of a Professional Engineer licensed in the State of Utah, experienced in soil mechanics.
 6. Rockery walls higher than 4' must be designed by qualified engineer & inspected.
 7. Drain runoff away from top of retaining wall.
-

Timber Retaining Wall



- B. Maximum height: Retaining walls shall not exceed 6' in height from finished grade to top of wall. Height may be stepped horizontally to accommodate natural topography. Assessments (e.g., to verify wall height compliance) shall be measured from finished grade to top of wall and at 10' increments along a wall starting at an end or corner of a wall.
- C. Multiple retaining wall tiers: When more than one retaining wall is constructed on a property, a terrace must be created between the top of the lower retaining wall and the base of the upper retaining wall. The terrace separating [the] two retaining walls shall have a minimum horizontal distance equal to 1.5 times the average height of the two adjacent retaining walls. The surface slope of terrace shall not exceed a 5:1 slope gradient (or 20%).

- D. IBC compliance, General: All retaining walls shall comply with the city's adopted international building code, except that when any provision of this section conflicts with any provision set forth in the international building code, the more restrictive provision shall apply.
1. Specially, walls over 4' tall (finished grade of the open, non-load bearing/restraining side to the top of the wall) [shall] require a building permit and relevant structural engineering, part of which shall include:
 - a. The proposed means and methodology for wall drainage; and,
 - b. Evidence of the ability of the wall to withstand soil bearing pressure.
 - c. Boulders used in rockery walls should be durable, non-weathering and not placed in a manner that will significantly weaken their integrity. Laboratory testing data demonstrating durability of the rock shall be required to ensure compliance of rockery walls.
 - d. Surface drainage at the top and bottom of the walls should drain away from the walls as much as possible.
- E. Prohibited location(s): No retaining wall or retaining wall system may or shall be constructed on a property line, or within a recorded public or municipal easement(s), or, a drainage wash easement area. Further, a minimum of 1' shall be kept between the nearest edge of a footing or base and the closest adjoining property line thereto and a minimum of 3' from a retaining wall face and the closest adjoining property line.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	Berry Family General Plan Amendment
ITEM TYPE:	Rezone
FISCAL IMPACT:	N/A
APPLICANT:	Zane Berry

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Agricultural/Rural Density Two Zone: Agriculture	7.3 Acres

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, Amending the General Plan Land Use Map from Agricultural/Rural Density Two to Foothill Residential for certain lands known as the Berry Property.

BACKGROUND:

The applicant is proposing to rezone their property from Agriculture to Foothill Residential. The property (Parcel No. 59:019:0015) is located along Pole Canyon Boulevard, between the Triumph and Scarlet Ridge master developments. For the rezone to be compatible with the General Plan, the property must be amended on the General Plan (Future Land Use Map) from Agricultural/Rural Density Two to Foothill Residential.

ITEMS FOR CONSIDERATION:

There are no approval criteria for General Plan amendments.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a postive recommendation (4-1) of the proposed General Plan amendment.

ATTACHMENTS:

1. ORD--Berry General Plan Amendment
2. EXHIBIT A - Berry General Plan Amendment
3. Berry Family Maps

ORDINANCE NO. O-____-2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
THE GENERAL PLAN FUTURE LAND USE MAP
FOR CERTAIN LANDS KNOWN AS THE BERRY PROPERTY**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the General Plan Future Land Use Map for certain lands known as the Berry Property, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve an amendment to the General Plan Future Land Use Map for certain lands known as the Berry Property, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby amended to the Future Land Use Designations as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 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 3rd day of September, 2024.

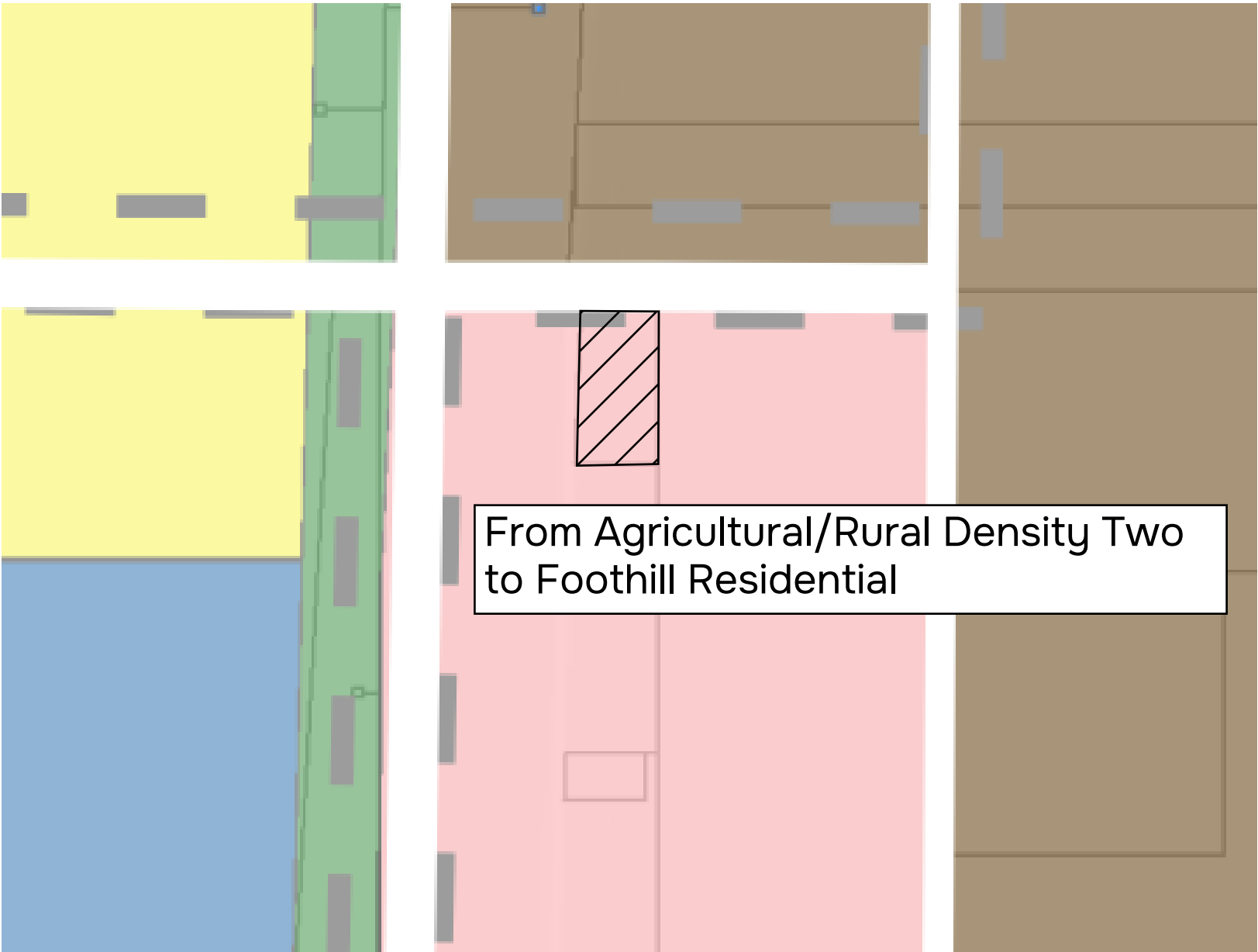
Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett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

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Berry Family General Plan Amendment Proposal



LEGEND

Residential Categories:

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

Mixed Use/Commercial Categories:

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

Public/Civic Categories:

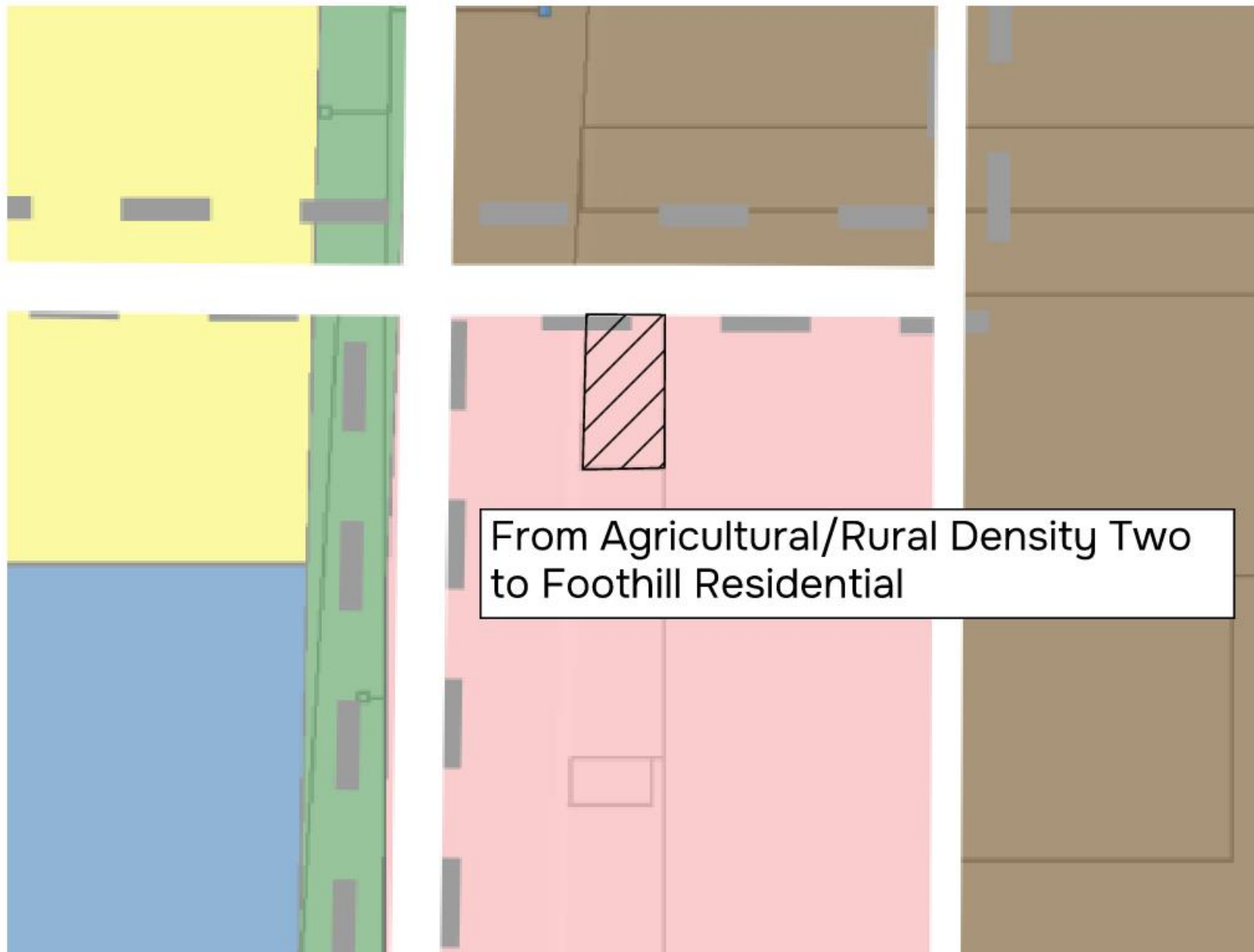
- Civic Uses/Schools
- Parks and Open Space

NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION

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

Berry Family General Plan Amendment Proposal



LEGEND

Residential Categories:

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

Mixed Use/Commercial Categories:

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

Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

NEIGHBORHOOD CHARACTER AREA

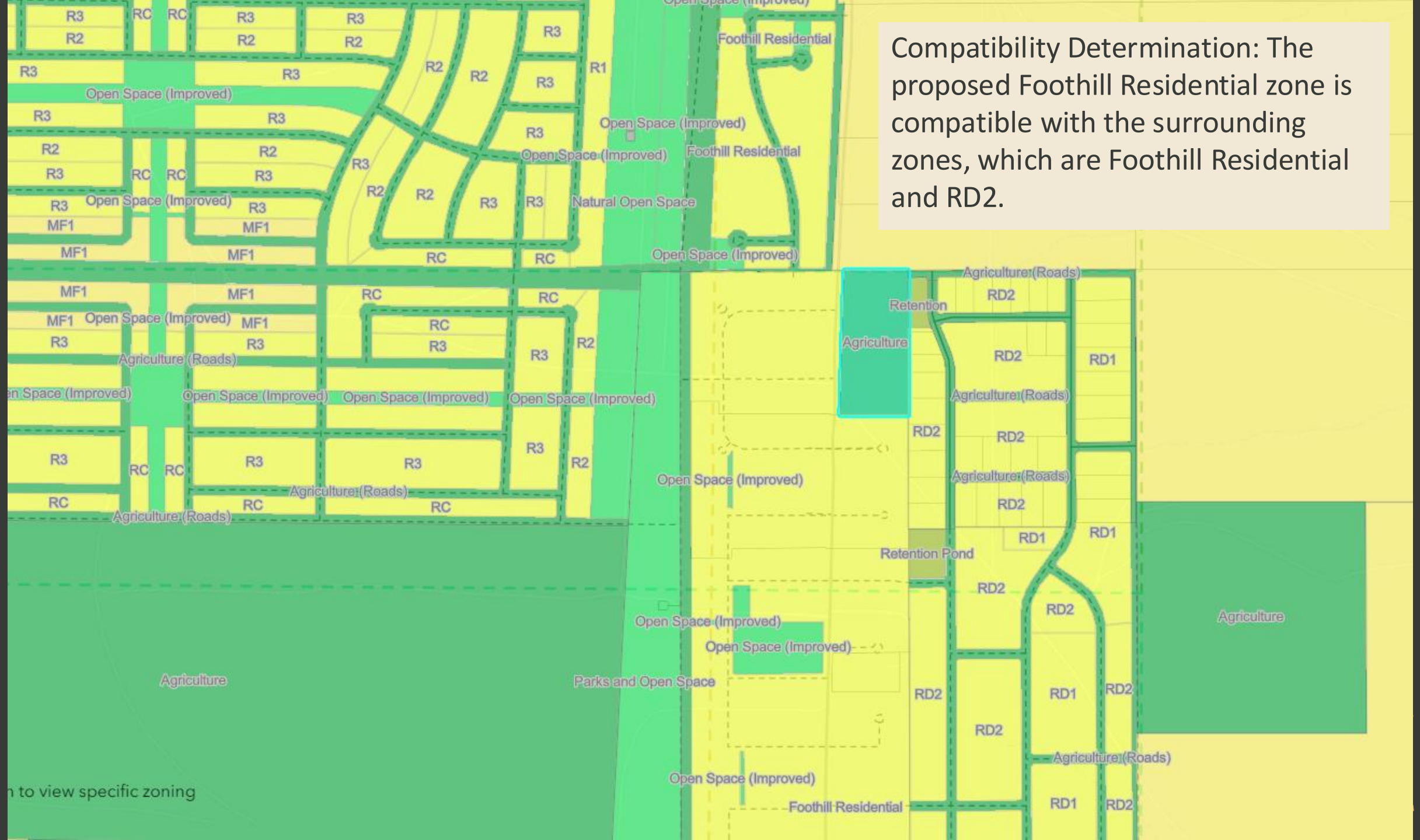
TRANSPORTATION

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

Berry Family Rezone

Proposed Zone Change from Agriculture to Foothill Residential





Click here to view specific zoning



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	Berry Family Rezone
ITEM TYPE:	Rezone
FISCAL IMPACT:	N/A
APPLICANT:	Zane Berry

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Category: Agricultural/Rural Density Two Zone: Agriculture	7.3 Acres

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah, rezoning certain lands known as the Berry Property from Agriculture to Foothill Residential.

BACKGROUND:

The applicant is proposing to rezone their property from Agriculture to Foothill Residential. The property (Parcel No. 59:019:0015) is located along Pole Canyon Boulevard, between the Triumph and Scarlet Ridge master developments.

ITEMS FOR CONSIDERATION:

The criteria for approval for a Rezone are listed in EMMC 17.90.060.

A. Compliance with General Plan: The Foothill Residential zone is not compatible with the Agricultural/Rural Density Two category. It is only compatible with the Foothill Residential General Plan category. The applicant has applied to amend the General Plan for this property, proposing a change to the Foothill Residential General Plan category.

B. Compatibility Determination: The proposed Foothill Residential zone is compatible with the surrounding zones, which are Foothill Residential and RD2.

C. City Services: Public services are available to the property and will not overburden capacity.

D. Traffic Generation: The size of the property (7.3 acres) will limit the number of lots possible, so there will not be a significant increase in traffic.

E. Property Values: It is not expected that the rezone will negatively impact surrounding property values.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a positive recommendation (4-1) of the proposed rezone.

ATTACHMENTS:

1. ORD--Berry Rezone
2. EXHIBIT A - Berry Rezone
3. Berry Family Maps

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING CERTAIN LANDS KNOWN AS THE BERRY PROPERTY

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as the Berry Property, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve a rezone of certain lands known as the Berry Property, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 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 3rd day of September, 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 _____.

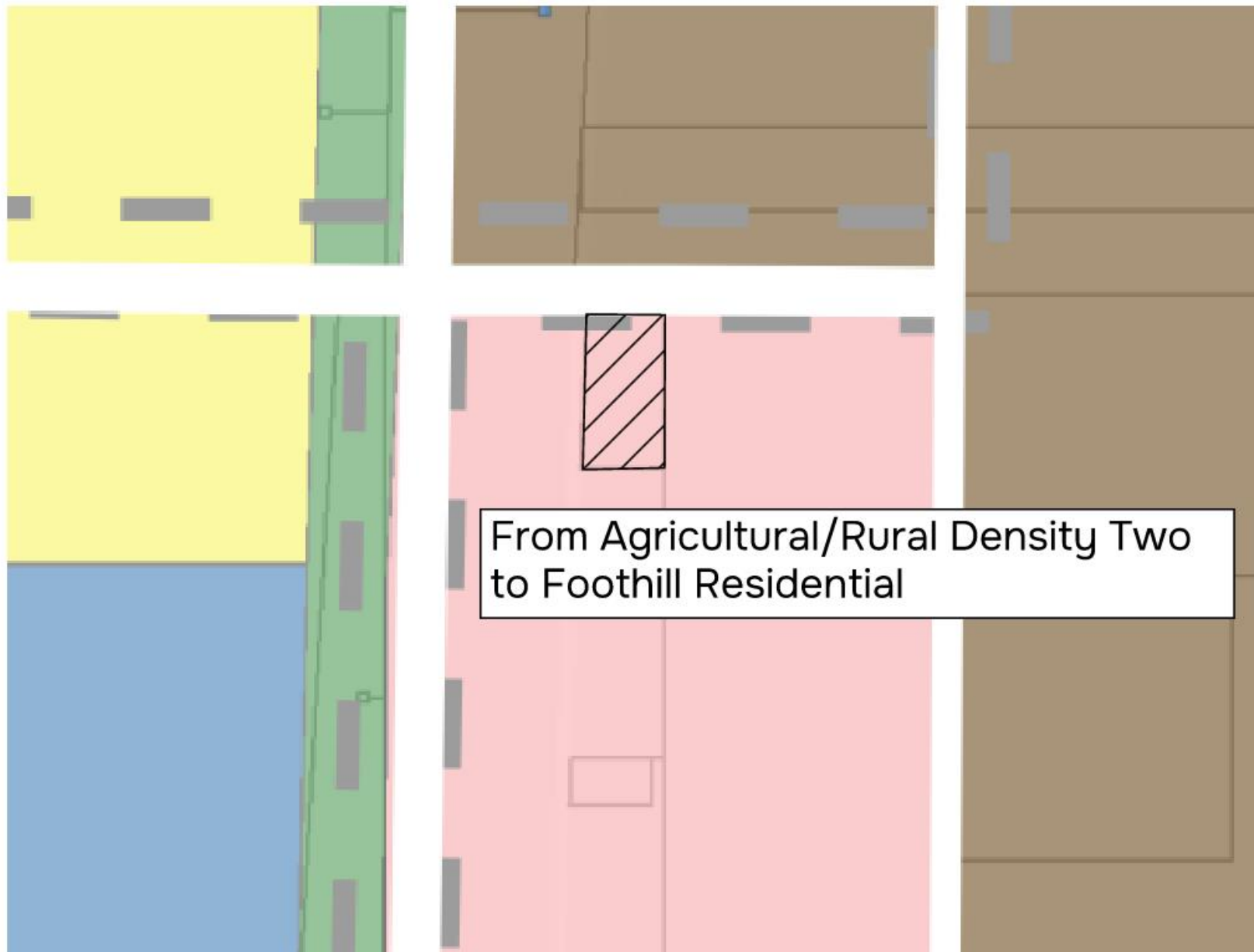
Exhibit A

Berry Family Rezone

Proposed Zone Change from Agriculture to Foothill Residential



Berry Family General Plan Amendment Proposal



LEGEND

Residential Categories:

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

Mixed Use/Commercial Categories:

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

Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

NEIGHBORHOOD CHARACTER AREA

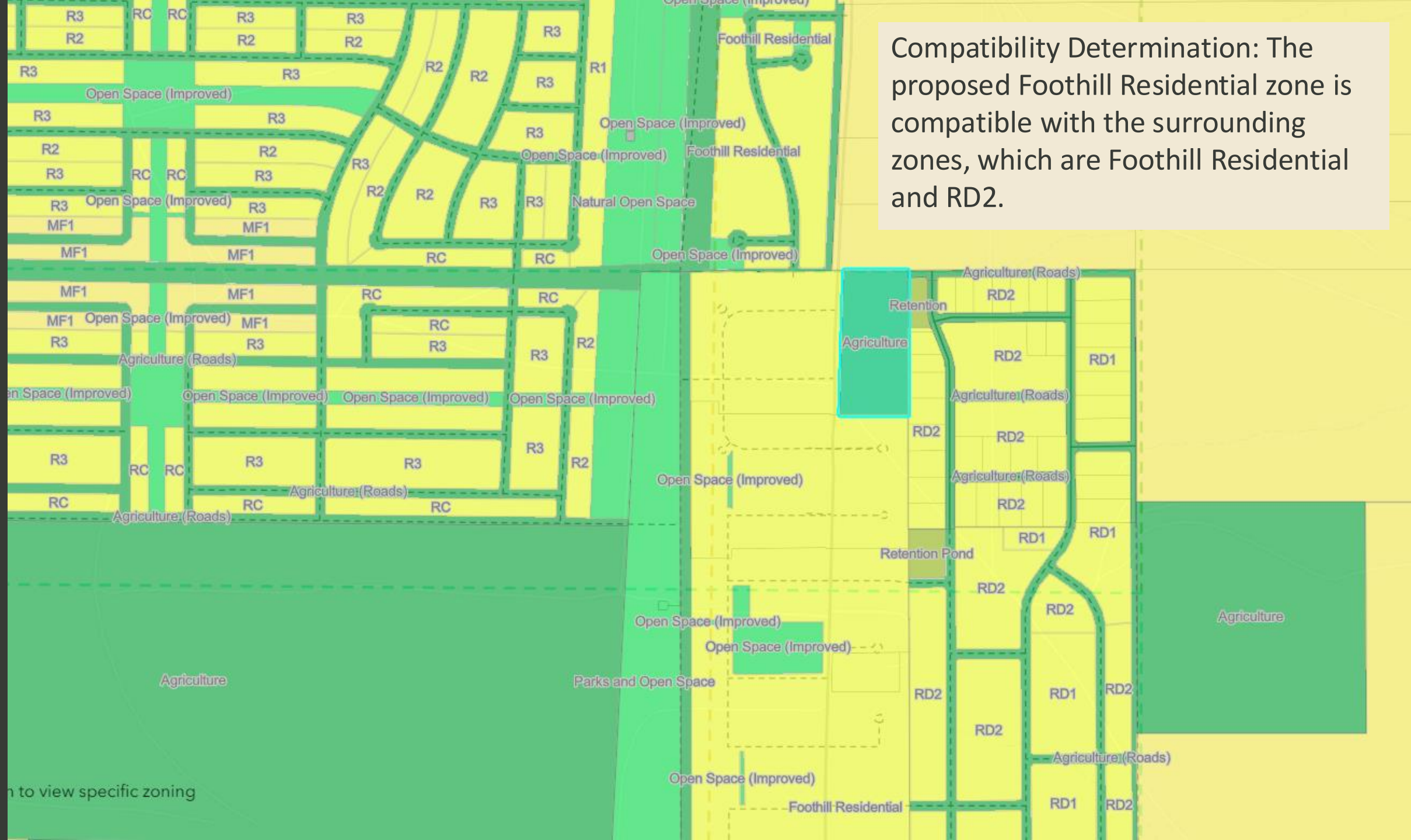
TRANSPORTATION

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

Berry Family Rezone

Proposed Zone Change from Agriculture to Foothill Residential







**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the General Plan or Future Land Use Map for Certain Lands Located within the Eagle Mountain Properties Master Plan Area.
ITEM TYPE:	General Plan Amendment
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
See attachments.	See attachments.

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

Approve (with any conditions and/or changes deemed appropriate by the Council)...

BACKGROUND:

Future Land Use Map Amendments of various undeveloped properties within expired Master Development Areas: The parcels are generally located in the Eagle Mountain Properties master development plan areas of the City. Approximately 3,989.60 acres of land are included in the proposal. The following parcels are included in this proposal: 59:044:0092, 59:007:0026, 59:018:0032, 59:018:0040, 59:018:0038, 59:008:0006, 59:017:0003, 59:020:0008, 59:020:0001, 59:028:0004, 59:056:0037, 59:019:0008, 59:027:0001, 59:029:0003, 59:030:0006, 59:030:0008, 66:815:0001, 59:068:0004, 59:084:0002, 59:056:0043, 59:054:0013, 59:047:0011, 59:045:0151, 59:045:0061, 59:045:0060, 59:045:0041, 59:045:0043, and 59:045:0044. EMC Staff Points of Contact: Brandon Larsen, blarsen@emcity.org, and Robert Hobbs, rhobbs@emcity.org.

The proposed changes are part of a city-wide effort, where appropriate, to assign properties land use zones/districts that are currently codified and administered by the City. Amendments to the City's Future Land Use Map are also proposed in an effort to help harmonize the proposed zone map amendments with the "Future Land Use & Transportation Map." This application represents the first of such efforts to be done in phases and sectors.

ITEMS FOR CONSIDERATION:

Eagle Mountain does not have any code standards to govern general plan [map] amendments. The Council should consider the health, safety, and welfare of the community when evaluating proposed general plan map amendments.

PLANNING COMMISSION ACTION/RECOMMENDATION:

See attached Report of Action.

ATTACHMENTS:

1. ORD--Eagle Mountain Properties General Plan Amendment
2. Proposed General Plan Amendment Parcel Map
3. Proposed General Plan Amendments with 08.20.2024 City Council WS Suggestions
4. 08.13.2024 Planning Commission Report of Action

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE GENERAL PLAN FUTURE LAND USE MAP FOR CERTAIN LANDS LOCATED WITHIN THE EAGLE MOUNTAIN PROPERTIES MASTER PLAN AREA

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the General Plan Future Land Use Map for certain lands located within the Eagle Mountain Properties Master Plan area, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve an amendment to the General Plan Future Land Use Map for certain lands located within the Eagle Mountain Properties Master Plan area, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby amended to the Future Land Use Designations as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 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 3rd day of September, 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
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Fionnuala B. Kofoed, MMC
City Recorder

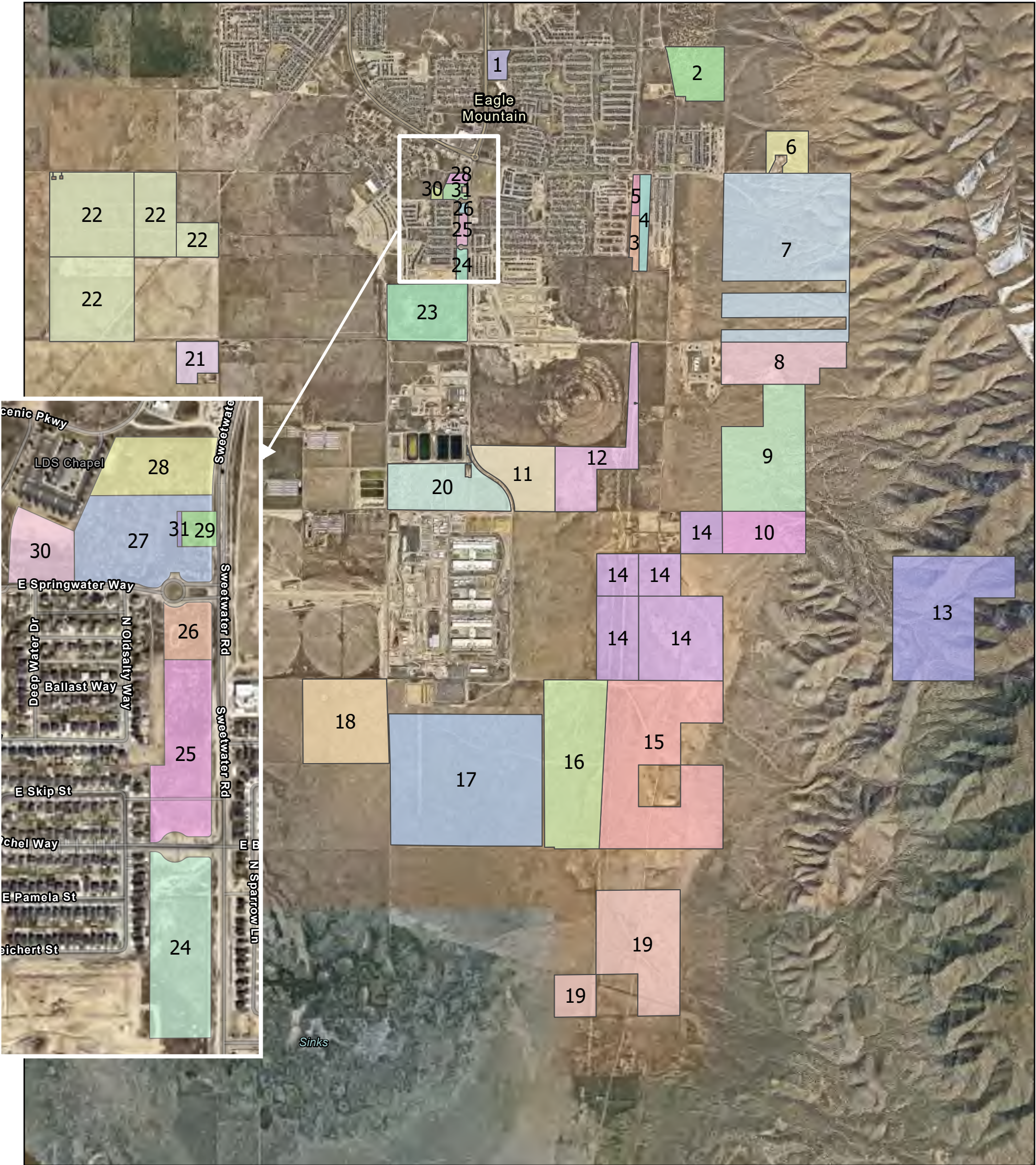
Posted on _____ by _____.

Exhibit A

Proposed Rezones by Parcel

Eagle Mountain Properties

Number	Parcel Number	Number	Parcel Number	Number	Parcel Number
1	59:044:0092	14	59:029:0003	22	59:047:0011
2	59:007:0026	14	59:029:0003	22	59:047:0011
3	59:018:0032	14	59:029:0003	22	59:047:0011
4	59:018:0040	14	59:029:0003	22	59:047:0011
5	59:018:0038	14	59:029:0003	23	59:045:0151
6	59:008:0006	15	59:030:0006	24	59:045:0061
7	59:017:0003	16	59:030:0008	25	59:045:0060
8	59:020:0008	17	66:815:0001	26	59:045:0041
9	59:020:0001	18	59:068:0004	27	59:045:0043
10	59:028:0004	19	59:084:0002	28	59:045:0044
11	59:056:0037	19	59:084:0002	29	59:045:0006
12	59:019:0008	20	59:056:0043	30	42:050:0002
13	59:027:0001	21	59:054:0013	31	59:045:0045



Proposed Rezones by Parcel

The Ranches Properties

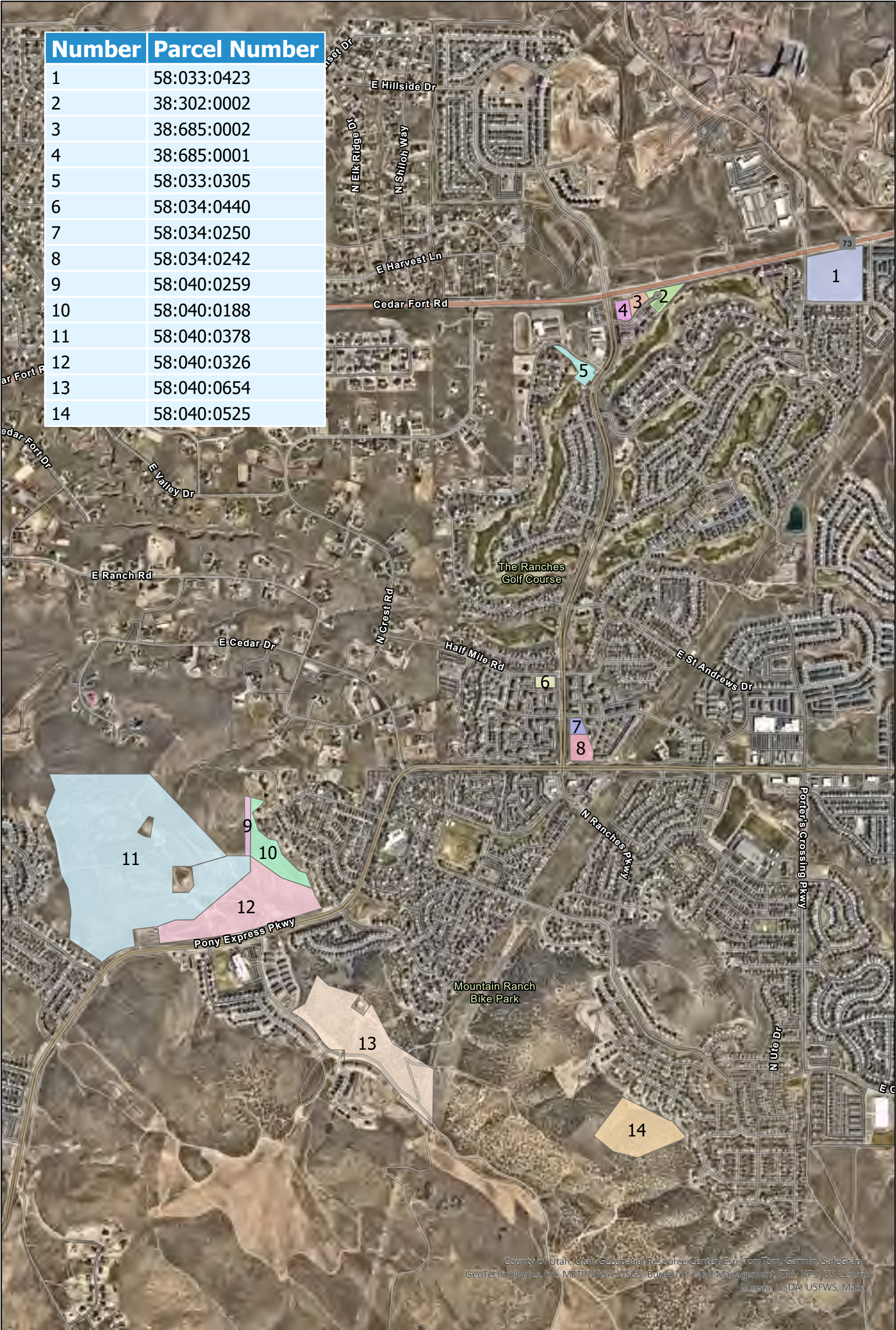


Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone	Council Work Session GP Suggested Category	Council Work Session Suggested Zone
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Eagle Mountain Properties List

1	WALDEN ESTATE LLLP, MONTE VISTA RANCH LC	59:044:0092	13.7	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-1	Community Commercial	CN	EMMC 17.35	CC	CN
2	LAKE MOUNTAIN DEVELOPMENT LLC	59:007:0026	64.9	Agricultural/Residential Density 2	Eagle Mountain Properties/Residential	No Change	RD2	EMMC 17.25	AG/RD2	RD1
3	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0032	10.8	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
4	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0040	21.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
5	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0038	7.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
6	MONTE VISTA RANCH LC	59:008:0006	35.7	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20	Parks and Open Space	AG
7	MONTE VISTA RANCH LC	59:017:0003	422.7	Foothill Residential	Ault Farms/Parks and Open Space	No Change	FR/AG	EMMC 17.20 / EMMC 17.25	Foothill Residential	AG
8	MONTE VISTA RANCH LC	59:020:0008	111.2	Foothill Residential & Parks and Open Space (2x tiny sections)	Ault Farms/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25	Foothill Residential/Parks and Open Space	AG
9	MONTE VISTA RANCH LC	59:020:0001	202.8	Foothill Residential	Eagle Mountain Properties/Mixed-Use Residential/Commercial	Foothill Residential	FR	EMMC 17.25	Foothill Residential	AG
10	MONTE VISTA RANCH LC	59:028:0004	81.1	Foothill Residential & Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25	Foothill Residential/Parks and Open Space	AG

RD1

AG

AG

AG

AG

AG

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone	Council Work Session GP Suggested Category	Council Work Session Suggested Zone
11	MONTE VISTA RANCH LC	59:056:0037	90.8	Community Commercial	Eagle Mountain Properties/Commercial C-1 (along road) & Residential	Business Park/Light Industry	LMD/AG	EMMC 17.20 / EMMC 17.37	CC	CC		AG
12	MONTE VISTA RANCH LC	59:019:0008	106.9	Community Commercial & Business Park/Light Industry & Neighborhood Residential One	Eagle Mountain Properties/Residential & Parks and Open Space	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	LMD		AG
13	MONTE VISTA RANCH LC	59:027:0001	269.3	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20	Parks and Open Space	AG		AG
14	MONTE VISTA RANCH LC	59:029:0003 (4 pieces)	360.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties & Scarlet Ridge/Commercial C-2 & Residential & Parks and Open Space	No Change	RD1/RD2, AG	EMMC 17.20 / EMMC 17.25	AG/RD2	RD1		AG
15	MONTE VISTA RANCH LC	59:030:0006	380.5	Community Commercial & [mostly] Business Park/Light Industry	Eagle Mountain Properties & Non-MDA/Agricultural & Residential & Parks and Open Space	No Change	RD1/RD2	EMMC 17.25	AG/RD2	RD1		AG
16	UTLCO EAGLE MTN TWO LLC	59:030:0008	228.6	Business Park/Light Industry	Eagle Mountain Properties/Commercial C-2	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	AG		AG
17	STADION LLC	66:815:0001	458.2	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	Industrial		AG
18	LAKE MOUNTAIN LAND CO LLC	59:068:0004	160.0	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	AG	EMMC 17.20				
19	MONTE VISTA RANCH LC	59:084:0002 (2 pieces)	239.5	Business Park/Light Industry & Agricultural/Rural Density 1	Eagle Mountain Properties/Residential & Parks and Open Space	No Change	RA1/RA2, AG	EMMC 17.20 / EMMC 17.25	Agricultural/Rural Density 1	RA1	Agricultural/Rural Density 1?	AG

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone	Council Work Session GP Suggested Category	Council Work Session Suggested Zone
20	MONTE VISTA RANCH LC	59:056:0043	116.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties/Airpark	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	LMD		
21	RAWLINS, STEVEN CHAD; UPLAND CAPTICAL LLC	59:054:0013	35.6	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2	No Change	AG	EMMC 17.20	CC	CC		
22	UTLCO EAGLE MTN TWO LLC	59:047:0011 (4 pieces)	442.9	Regional Commercial & Business Park/Light Industry & Neighborhood Residential 2 & Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2 & Residential & Parks and Open Space	Business Park/Light Industry, Parks and Open Space	AG or Industrial	EMMC 17.20 / EMMC 17.40	Business Park/Light Industry, Parks and Open Space	AG		AG
23	MONTE VISTA RANCH LC; WALDEN ESTATE LLLP; ZORBIS ENTERPRISES LLC	59:045:0151	100.5	Community Commercial	Eagle Mountain Properties/Commercial C-2	No Change	CC	EMMC 17.35	CC	CC		CN
24	ZJT MANAGEMENT LLC	59:045:0061	8.3	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-1 & Residential	No Change	CN	EMMC 17.35	CC	CN		CN
25	ZJT MANAGEMENT LLC	59:045:0060	7.0	Neighborhood Residential 1 & Community Commercial	Eagle Mountain Properties/Commercial C-1 & Residential	No Change	CN	EMMC 17.35	CC	CN		CN
26	MVR MANAGEMENT LLC	59:045:0041	2.0	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CN	EMMC 17.35	CC	CN		CN
27	MVR MANAGEMENT LLC	59:045:0043	7.8	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CN (preferred) or CC	EMMC 17.35	CC	CN		CN

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties
Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone	Council Work Session GP Suggested Category	Council Work Session Suggested Zone
28	MONTE VISTA RANCH LC	59:045:0044	4.8	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CC	EMMC 17.35	CC	CC		CN



Eagle Mountain City

Planning Commission

Report of Action

August 13, 2024

ITEM #7F Planning Commission review of varying proposed zoning and future land use map amendments for properties within and about the Eagle Mountain Properties MDP. Approximately 3,989.60 acres of land are included in the re-entitlement proposal. Parcels 59:045:0045, 59:045:0006 and 42:050:0002 are excluded from consideration at the August 13, 2024, Planning Commission meeting owing to a clerical noticing error. The proposed changes are part of a city-wide effort, where appropriate, to assign properties land use zones/districts that are currently codified and administered by the city. Amendments to the City's Future Land Use Map are also proposed in an effort to help harmonize the proposed zone map amendments with the "Future Land Use & Transportation Map." Robert Hobbs and Brandon Larsen (801) 789-6708 blarsen@emcity.org

The following action was taken by the Planning Commission on the above-described item at its regular meeting of August 13, 2024:

RECOMMENDED APPROVAL

On a vote of 5:0, the Planning Commission recommended that the Municipal Council approve the above-noted application.

Motion By: Jason Allen (**to Recommend Approval**)

Second By: Brent Strong

Votes in Favor of Motion: Rod Hess, Robert Fox, Craig Whiting, Jason Allen, and Brent Strong

Jason Allen was present as Chair.

Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

EXHIBIT A -- LIST OF EAGLE MOUNTAIN PROPERTIES PROPOSED TO BE REZONED

The properties proposed to be rezoned are described in the attached Exhibit A.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENT ISSUES

None have been raised.

CONCERNS RAISED BY PUBLIC AT PLANNING COMMISSION PUBLIC HEARING

- Ryan Taylor with Upland Capital who owns Parcel 21 (see Exhibit A), along with Chad Rawlins, tenant of the property, requested a zoning designation for Parcel 21 similar to the expired zoning for the property, which was

the C-2 Zone.

- Bettina Cameron, resident of Cedar Pass Ranch, requested Ms. Tiffany Walden and Eagle Mountain City consider a land swap with the BLM and the Eagle Mountain Nature Wildlife Alliance for Lot 13 – near Wiley Canyon. She said this property is part of the Eagle Mountain migration corridor. Instead of just throwing an agricultural zone arbitrarily on the property, let us see if we can get a permanent fix. Ms. Cameron stated that she feels strongly this effort is essentially a band aid. When you just affix an agricultural zone or designation to the property, you open pandora's box. You think it is a placeholder, but it opens door for uses like "data." She expressed concerns with the list of properties to be rezoned, which was prepared by staff. Ms. Cameron identified an error on the future land use designation for Parcel 6 on the previously mentioned list. She feels there are too many inadequacies with the list prepared by staff for the Planning Commission to make a good recommendation. It needs to be double-checked that it is correct.
- Mayor McKinney, Fairfield City, expressed a desire to be kept abreast of rezone and other land use proposals and efforts, so Fairfield City can adequately prepare for or avoid impacts. The land uses and decisions made by either by Eagle Mountain City or Fairfield impact the other city. She would like to coordinate on general plan efforts.
- Erin Wells, requested RD1 zoning for Parcel 2 on the list of proposed rezones.
- Chair Allen, summarized comments from Mike Mylroie, who submitted comments via email. He urged the City to keep the vicinity around his home rural with bigger lots. He apparently lives across the street from the previously mentioned Parcel 2.
- Chad Ellis, property owner in the City, asked about the rezone proposals around Parcel 14. Chair Allen stated that it appears the proposed zoning would be residential.

PROPERTY OWNER PRESENTATION

- Thomas Romney, representative for Tiffany Walden and her related property ownership entities (Walden Properties), presented their vision for the Walden Properties that lie on the eastern side of the City (this collection of properties has commonly been called the Bench). He expressed a desire to come to the table with the City and coordinate efforts to make sure all parties' interests are considered. In his presentation, he presented numerous amenities and developments they would like to develop on their properties. Thomas requested consideration of the property be tabled.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Chair Allen, stated the City has gone above the notice requirements to make sure citizens have the ability to give input.
- The Planning Commission discussed each parcel on the list one by one and recommended a future land use map designation and zone.
- The Planning Commission chose to not delay making a recommendation on Eagle Mountain Properties parcels, except for Parcels 18, 29-31. An independent rezone application for just Parcel 18 has been submitted, so it does not need to be considered in the subject application. Parcels 29-31 will be considered with the proposed rezones/future land use map amendments for the Ranches properties that will be coming to the Planning Commission on August 27, 2024.

Brandon Larsen

Planning Director

See Key Land Use Policies of the Eagle Mountain General Plan, applicable Titles of the Eagle Mountain City Code, and the Staff Report to the Planning Commission for further detailed information.

Administrative decisions of the Planning Commission **may be appealed** by submitting an application/notice of appeal,

with the required application and noticing fees to the Planning Division, **within fourteen (14) calendar days of the Planning Commission's decision** (Eagle Mountain City office hours are Monday through Friday, 7:30 a.m. to 5:30 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

See following pages

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
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Eagle Mountain Properties List

1	WALDEN ESTATE LLLP, MONTE VISTA RANCH LC	59:044:0092	13.7	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-1	Community Commercial	CN	EMMC 17.35	CC	CN
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3	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0032	10.8	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
4	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0040	21.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
5	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0038	7.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
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23	MONTE VISTA RANCH LC; WALDEN ESTATE LLLP; ZORBIS ENTERPRISES LLC	59:045:0151	100.5	Community Commercial	Eagle Mountain Properties/Commercial C-2	No Change	CC	EMMC 17.35	CC	CC
24	ZJT MANAGEMENT LLC	59:045:0061	8.3	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-1 & Residential	No Change	CN	EMMC 17.35	CC	CN
25	ZJT MANAGEMENT LLC	59:045:0060	7.0	Neighborhood Residential 1 & Community Commercial	Eagle Mountain Properties/Commercial C-1 & Residential	No Change	CN	EMMC 17.35	CC	CN
26	MVR MANAGEMENT LLC	59:045:0041	2.0	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CN	EMMC 17.35	CC	CN

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**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Located within the Eagle Mountain Properties Master Plan Area.
ITEM TYPE:	Rezone
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
See attachments.	See attachments.

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning
Director

PRESENTED BY

Brandon Larsen

RECOMMENDATION:

Approve (with any conditions and/or changes deemed appropriate by the Council)...

BACKGROUND:

Zone map amendments of various undeveloped properties within expired Master Development Areas: The parcels are generally located in the Eagle Mountain Properties master development plan areas of the City. Approximately 3,989.60 acres of land are included in the proposal. The following parcels are included in this proposal: 59:044:0092, 59:007:0026, 59:018:0032, 59:018:0040, 59:018:0038, 59:008:0006, 59:017:0003, 59:020:0008, 59:020:0001, 59:028:0004, 59:056:0037, 59:019:0008, 59:027:0001, 59:029:0003, 59:030:0006, 59:030:0008, 66:815:0001, 59:068:0004, 59:084:0002, 59:056:0043, 59:054:0013, 59:047:0011, 59:045:0151, 59:045:0061, 59:045:0060, 59:045:0041, 59:045:0043, and 59:045:0044. EMC Staff Points of Contact: Brandon Larsen, blarsen@emcity.org, and Robert Hobbs, rhobbs@emcity.org.

The proposed changes are part of a city-wide effort, where appropriate, to assign properties land use zones/districts that are currently codified and administered by the City. Amendments to the City's Future Land Use Map are also proposed in an effort to help harmonize the proposed zone map amendments with the "Future Land Use & Transportation Map." This application represents the first of such efforts to be done in phases and sectors.

ITEMS FOR CONSIDERATION:

Actionables:

General plan map (or future land use map) amendments and rezones are legislative decisions and are considered valid if reasonably debatable and not illegal (i.e., the decisions do not require the City Planning Commission or City Council to take action based on findings of facts). The criteria for approval for a rezone are listed in EMMC § 17.90.060.

Surrounding Zoning:

North: Refer to city's zoning map

East: Refer to city's zoning map

South: Refer to city's zoning map

West: Refer to city's zoning map

Current Future Land Use Map Designations:

Various -- see attached exhibit

Future Land Use Map Findings/Conclusions:

The requested future land use map and zoning changes (see attached exhibit) may be considered appropriate given that:

1. Compliance with the General Plan: Zones proposed are those which are currently codified and are intended to be overlaid in conformance to the city's adopted future land use map; alternatively, where the future land use map requires amendment to accommodate proposed zones, it too is being proposed for amendment so that future land use categories/designations [will] harmonize with proposed, and then assigned, land use zones/districts.

2. [Zoning]/Use Compatibility: Proposed zones have been suggested for given properties based on historical zoning of those lands, and/or, the existing zoning map, and/or, proposed new zoning based on area conditions (i.e., current zoning in the area and/or uses already operating in a given location -- with their attendant buildings) or based on intent to modify zoning (and the future land use map if needed) for a given parcel. Buffering and transition codes [still] apply.

3. City Utility and Emergency Services Issues: The City notes that future development of any undeveloped land(s) affected by rezoning will be required (as per adopted code, policy, code and common practice) to supply adequate utility and infrastructure improvements, at [the] time of property improvement, to serve such land.

4. Traffic Generation: N/A -- lands affected are largely or fully undeveloped. Traffic considerations will be addressed at the time any such are proposed for development (typically in conjunction with future site planning etc.).

5. Property Values: The intended use of the property after rezoning is expected to be fiscally supportive of the city -- instead of a drain on its resources. Valuations may change up or down on varying properties. However, all properties not already zoned as open space or civic, and proposed to stay the same, will still have the ability to be used and/or developed by their respective owners.

Additional Notes:

1. Disclaimer: Approval of a rezone request [i.g., entitlement] does not guarantee the physical ability to develop the rezoned land. A project must still comply with all requisite zoning, engineering, fire codes, etc., pertinent to buildout of said land and overcome any physical/topographical constraints or legal burdens inherent to it.

2. Known Conditions or Restrictions Affecting Entitlement Revision(s): N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:

See attached Report of Action.

ATTACHMENTS:

1. ORD--Eagle Mountain Properties Rezone
2. Proposed Rezoning Parcel Map
3. Proposed Zoning with 08.20.2024 City Council Work Session Recommendations
4. 08.13.2024 Planning Commission Report of Action
5. Public Comment - Bettina Cameron
6. Public Comment - Erin Wells

ORDINANCE NO. O- -2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING CERTAIN LANDS LOCATED WITHIN THE EAGLE MOUNTAIN PROPERTIES MASTER PLAN AREA

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands located within the Eagle Mountain Properties Master Plan area, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve a rezone of certain lands located within the Eagle Mountain Properties Master Plan area, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 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 3rd day of September, 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

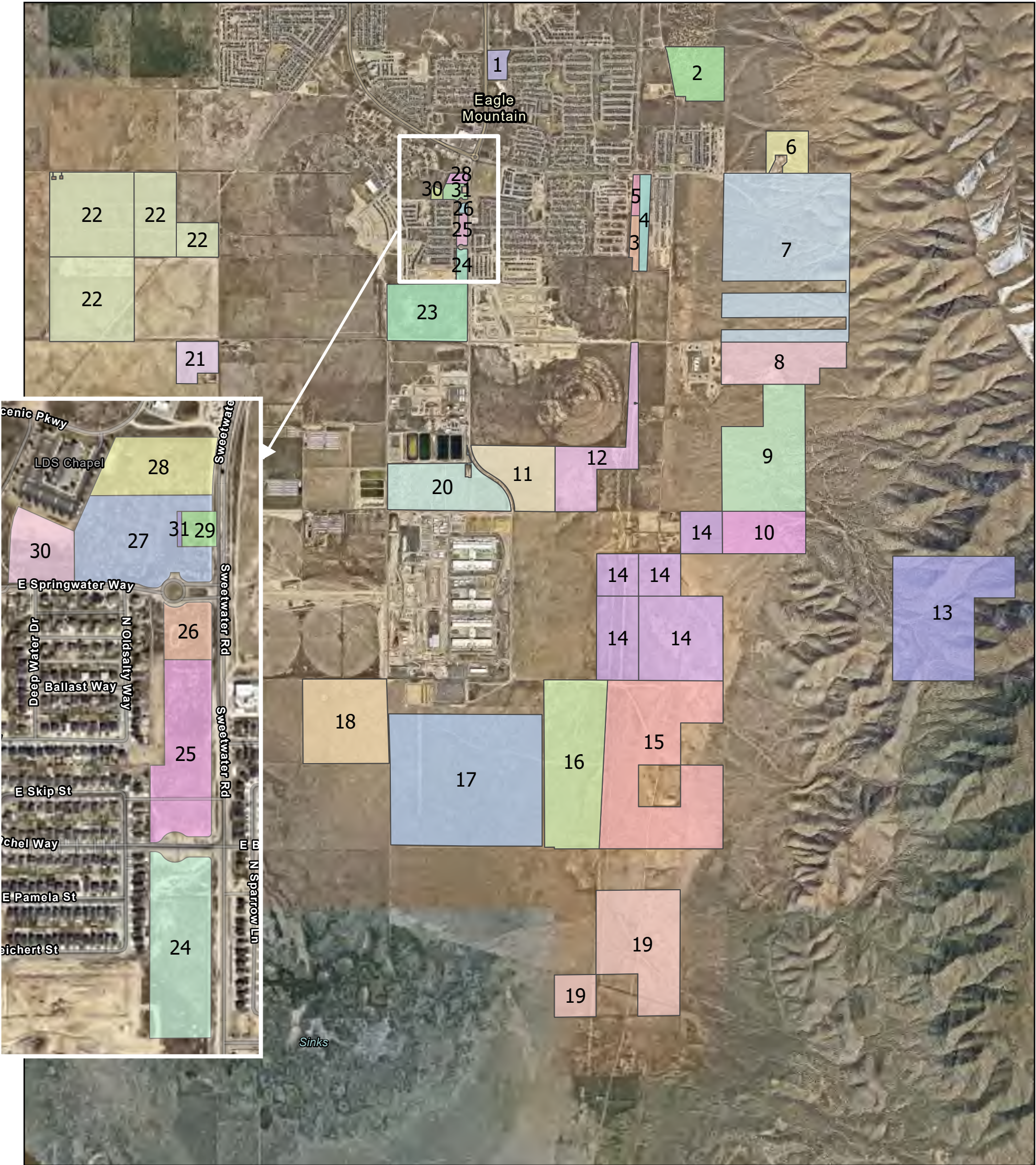
Posted on _____ by _____.

Exhibit A

Proposed Rezones by Parcel

Eagle Mountain Properties

Number	Parcel Number	Number	Parcel Number	Number	Parcel Number
1	59:044:0092	14	59:029:0003	22	59:047:0011
2	59:007:0026	14	59:029:0003	22	59:047:0011
3	59:018:0032	14	59:029:0003	22	59:047:0011
4	59:018:0040	14	59:029:0003	22	59:047:0011
5	59:018:0038	14	59:029:0003	23	59:045:0151
6	59:008:0006	15	59:030:0006	24	59:045:0061
7	59:017:0003	16	59:030:0008	25	59:045:0060
8	59:020:0008	17	66:815:0001	26	59:045:0041
9	59:020:0001	18	59:068:0004	27	59:045:0043
10	59:028:0004	19	59:084:0002	28	59:045:0044
11	59:056:0037	19	59:084:0002	29	59:045:0006
12	59:019:0008	20	59:056:0043	30	42:050:0002
13	59:027:0001	21	59:054:0013	31	59:045:0045



Proposed Rezones by Parcel

The Ranches Properties



Number	Parcel Number
1	58:033:0423
2	38:302:0002
3	38:685:0002
4	38:685:0001
5	58:033:0305
6	58:034:0440
7	58:034:0250
8	58:034:0242
9	58:040:0259
10	58:040:0188
11	58:040:0378
12	58:040:0326
13	58:040:0654
14	58:040:0525

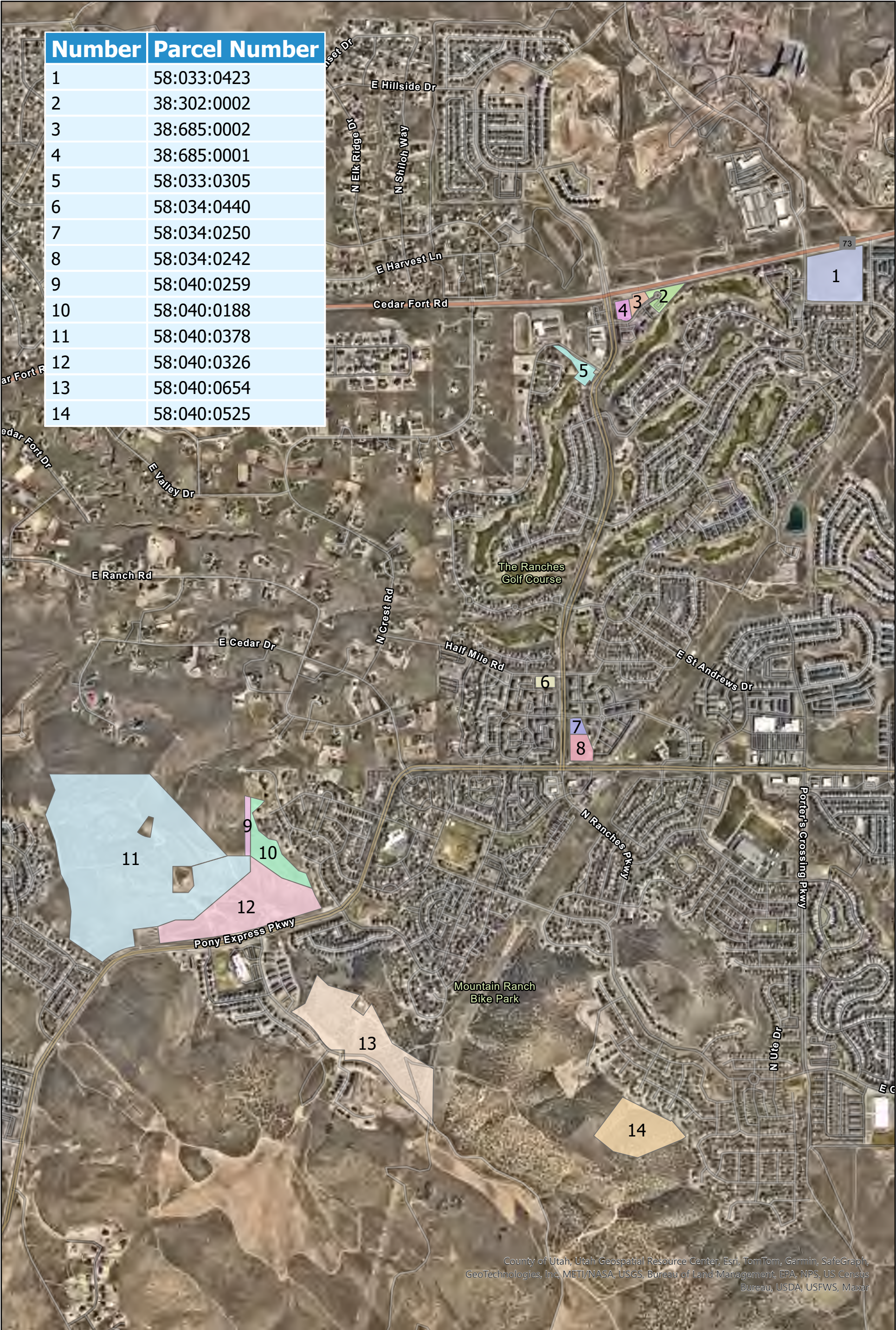


Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties Jul-24

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RD1

AG

AG

AG

AG

AG

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Eagle Mountain City

Planning Commission

Report of Action

August 13, 2024

ITEM #7F Planning Commission review of varying proposed zoning and future land use map amendments for properties within and about the Eagle Mountain Properties MDP. Approximately 3,989.60 acres of land are included in the re-entitlement proposal. Parcels 59:045:0045, 59:045:0006 and 42:050:0002 are excluded from consideration at the August 13, 2024, Planning Commission meeting owing to a clerical noticing error. The proposed changes are part of a city-wide effort, where appropriate, to assign properties land use zones/districts that are currently codified and administered by the city. Amendments to the City's Future Land Use Map are also proposed in an effort to help harmonize the proposed zone map amendments with the "Future Land Use & Transportation Map." Robert Hobbs and Brandon Larsen (801) 789-6708 blarsen@emcity.org

The following action was taken by the Planning Commission on the above-described item at its regular meeting of August 13, 2024:

RECOMMENDED APPROVAL

On a vote of 5:0, the Planning Commission recommended that the Municipal Council approve the above-noted application.

Motion By: Jason Allen (**to Recommend Approval**)

Second By: Brent Strong

Votes in Favor of Motion: Rod Hess, Robert Fox, Craig Whiting, Jason Allen, and Brent Strong

Jason Allen was present as Chair.

Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

EXHIBIT A -- LIST OF EAGLE MOUNTAIN PROPERTIES PROPOSED TO BE REZONED

The properties proposed to be rezoned are described in the attached Exhibit A.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENT ISSUES

None have been raised.

CONCERNS RAISED BY PUBLIC AT PLANNING COMMISSION PUBLIC HEARING

- Ryan Taylor with Upland Capital who owns Parcel 21 (see Exhibit A), along with Chad Rawlins, tenant of the property, requested a zoning designation for Parcel 21 similar to the expired zoning for the property, which was

the C-2 Zone.

- Bettina Cameron, resident of Cedar Pass Ranch, requested Ms. Tiffany Walden and Eagle Mountain City consider a land swap with the BLM and the Eagle Mountain Nature Wildlife Alliance for Lot 13 – near Wiley Canyon. She said this property is part of the Eagle Mountain migration corridor. Instead of just throwing an agricultural zone arbitrarily on the property, let us see if we can get a permanent fix. Ms. Cameron stated that she feels strongly this effort is essentially a band aid. When you just affix an agricultural zone or designation to the property, you open pandora's box. You think it is a placeholder, but it opens door for uses like "data." She expressed concerns with the list of properties to be rezoned, which was prepared by staff. Ms. Cameron identified an error on the future land use designation for Parcel 6 on the previously mentioned list. She feels there are too many inadequacies with the list prepared by staff for the Planning Commission to make a good recommendation. It needs to be double-checked that it is correct.
- Mayor McKinney, Fairfield City, expressed a desire to be kept abreast of rezone and other land use proposals and efforts, so Fairfield City can adequately prepare for or avoid impacts. The land uses and decisions made by either by Eagle Mountain City or Fairfield impact the other city. She would like to coordinate on general plan efforts.
- Erin Wells, requested RD1 zoning for Parcel 2 on the list of proposed rezones.
- Chair Allen, summarized comments from Mike Mylroie, who submitted comments via email. He urged the City to keep the vicinity around his home rural with bigger lots. He apparently lives across the street from the previously mentioned Parcel 2.
- Chad Ellis, property owner in the City, asked about the rezone proposals around Parcel 14. Chair Allen stated that it appears the proposed zoning would be residential.

PROPERTY OWNER PRESENTATION

- Thomas Romney, representative for Tiffany Walden and her related property ownership entities (Walden Properties), presented their vision for the Walden Properties that lie on the eastern side of the City (this collection of properties has commonly been called the Bench). He expressed a desire to come to the table with the City and coordinate efforts to make sure all parties' interests are considered. In his presentation, he presented numerous amenities and developments they would like to develop on their properties. Thomas requested consideration of the property be tabled.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Chair Allen, stated the City has gone above the notice requirements to make sure citizens have the ability to give input.
- The Planning Commission discussed each parcel on the list one by one and recommended a future land use map designation and zone.
- The Planning Commission chose to not delay making a recommendation on Eagle Mountain Properties parcels, except for Parcels 18, 29-31. An independent rezone application for just Parcel 18 has been submitted, so it does not need to be considered in the subject application. Parcels 29-31 will be considered with the proposed rezones/future land use map amendments for the Ranches properties that will be coming to the Planning Commission on August 27, 2024.

Brandon Larsen

Planning Director

See Key Land Use Policies of the Eagle Mountain General Plan, applicable Titles of the Eagle Mountain City Code, and the Staff Report to the Planning Commission for further detailed information.

Administrative decisions of the Planning Commission **may be appealed** by submitting an application/notice of appeal,

with the required application and noticing fees to the Planning Division, **within fourteen (14) calendar days of the Planning Commission's decision** (Eagle Mountain City office hours are Monday through Friday, 7:30 a.m. to 5:30 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

See following pages

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
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Eagle Mountain Properties List

1	WALDEN ESTATE LLLP, MONTE VISTA RANCH LC	59:044:0092	13.7	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-1	Community Commercial	CN	EMMC 17.35	CC	CN
2	LAKE MOUNTAIN DEVELOPMENT LLC	59:007:0026	64.9	Agricultural/Residential Density 2	Eagle Mountain Properties/Residential	No Change	RD2	EMMC 17.25	AG/RD2	RD1
3	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0032	10.8	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
4	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0040	21.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
5	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0038	7.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
6	MONTE VISTA RANCH LC	59:008:0006	35.7	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20	Parks and Open Space	AG
7	MONTE VISTA RANCH LC	59:017:0003	422.7	Foothill Residential	Ault Farms/Parks and Open Space	No Change	FR/AG	EMMC 17.20 / EMMC 17.25	Foothill Residential	AG

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
8	MONTE VISTA RANCH LC	59:020:0008	111.2	Foothill Residential & Parks and Open Space (2x tiny sections)	Ault Farms/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25	Foothill Residential/Parks and Open Space	AG
9	MONTE VISTA RANCH LC	59:020:0001	202.8	Foothill Residential	Eagle Mountain Properties/Mixed-Use Residential/Commercial	Foothill Residential	FR	EMMC 17.25	Foothill Residential	AG
10	MONTE VISTA RANCH LC	59:028:0004	81.1	Foothill Residential & Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25	Foothill Residential/Parks and Open Space	AG
11	MONTE VISTA RANCH LC	59:056:0037	90.8	Community Commercial	Eagle Mountain Properties/Commercial C-1 (along road) & Residential	Business Park/Light Industry	LMD/AG	EMMC 17.20 / EMMC 17.37	CC	CC
12	MONTE VISTA RANCH LC	59:019:0008	106.9	Community Commercial & Business Park/Light Industry & Neighborhood Residential One	Eagle Mountain Properties/Residential & Parks and Open Space	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	LMD
13	MONTE VISTA RANCH LC	59:027:0001	269.3	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20	Parks and Open Space	AG
14	MONTE VISTA RANCH LC	59:029:0003 (4 pieces)	360.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties & Scarlet Ridge/Commercial C-2 & Residential & Parks and Open Space	No Change	RD1/RD2, AG	EMMC 17.20 / EMMC 17.25	AG/RD2	RD1

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
15	MONTE VISTA RANCH LC	59:030:0006	380.5	Community Commercial & [mostly] Business Park/Light Industry	Eagle Mountain Properties & Non-MDA/Agricultural & Residential & Parks and Open Space	No Change	RD1/RD2	EMMC 17.25	AG/RD2	RD1
16	UTLCO EAGLE MTN TWO LLC	59:030:0008	228.6	Business Park/Light Industry	Eagle Mountain Properties/Commercial C-2	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	AG
17	STADION LLC	66:815:0001	458.2	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	Industrial
18	LAKE MOUNTAIN LAND CO LLC	59:068:0004	160.0	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	AG	EMMC 17.20		
19	MONTE VISTA RANCH LC	59:084:0002 (2 pieces)	239.5	Business Park/Light Industry & Agricultural/Rural Density 1	Eagle Mountain Properties/Residential & Parks and Open Space	No Change	RA1/RA2, AG	EMMC 17.20 / EMMC 17.25	Agricultural/Rural Density 1	RA1
20	MONTE VISTA RANCH LC	59:056:0043	116.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties/Airpark	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	LMD
21	RAWLINS, STEVEN CHAD; UPLAND CAPTICAL LLC	59:054:0013	35.6	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2	No Change	AG	EMMC 17.20	CC	CC

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
22	UTLCO EAGLE MTN TWO LLC	59:047:0011 (4 pieces)	442.9	Regional Commercial & Business Park/Light Industry & Neighborhood Residential 2 & Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2 & Residential & Parks and Open Space	Business Park/Light Industry, Parks and Open Space	AG or Industrial	EMMC 17.20 / EMMC 17.40	Business Park/Light Industry, Parks and Open Space	AG
23	MONTE VISTA RANCH LC; WALDEN ESTATE LLLP; ZORBIS ENTERPRISES LLC	59:045:0151	100.5	Community Commercial	Eagle Mountain Properties/Commercial C-2	No Change	CC	EMMC 17.35	CC	CC
24	ZJT MANAGEMENT LLC	59:045:0061	8.3	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-1 & Residential	No Change	CN	EMMC 17.35	CC	CN
25	ZJT MANAGEMENT LLC	59:045:0060	7.0	Neighborhood Residential 1 & Community Commercial	Eagle Mountain Properties/Commercial C-1 & Residential	No Change	CN	EMMC 17.35	CC	CN
26	MVR MANAGEMENT LLC	59:045:0041	2.0	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CN	EMMC 17.35	CC	CN

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
27	MVR MANAGEMENT LLC	59:045:0043	7.8	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CN (preferred) or CC	EMMC 17.35	CC	CN
28	MONTE VISTA RANCH LC	59:045:0044	4.8	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CC	EMMC 17.35	CC	CC

RE: Eagle Mountain Properties, et al.-- Future Land Use Map and Zone Map Amendments

Bettina Cameron <bettina@emwildlife.org>

Tue 8/13/2024 3:06 PM

To: Robert Hobbs <rhobbs@emcity.org>; Planning Commission <PlanningCommission@emcity.org>; Fionnuala Kofoed <fkofoed@Emcity.org>; Brandon Larsen <blarsen@emcity.org>; Todd Black <tblack@emcity.org>
 Cc: board <board@emwildlife.org>

6 attachments (11 MB)

O-12-2007 Zoning Changes Made to the EM Properties MDA.pdf; 06-19-2007 Approved Minutes.pdf; EM Properties Proposed 2006 Amendment referenced in the June 19 2007 meeting.pdf; Great Salt Lake _ Sentinel Landscapes.pdf; Eagle Mountain - Project Locations - Utah Wildlife Migration Initiative.pdf; utah_action_plan_secretarial_order_3362.pdf;

Caution! This message was sent from outside your organization.

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Dear Planning Commissioners and EM City Staff:

Upon reviewing the "Exhibit to Formal Initiation of Process to Rezone Property Letter" chart Mr. Hobbs kindly sent me, I noticed several areas of concern regarding the chart's information and accuracy. If I'm correct on the inaccuracies, I worry these inadvertent mistakes can adversely affect the decisions made this evening. I have attached an example of what I believe may be inaccurately represented on the chart. If I am misreading this chart, I apologize.

Parcel 13 falls within the Utah STATE Mule Deer Migration Corridor, subject to SO 3362, the Utah State EM Deer Migration Corridor Initiative, and the Great Salt Lake Sentinel Landscape. I want to ask EMC and the landowner to consider requesting a land swap with one of the BLM properties located on the north side of Lake Mountain. I will discuss this in more detail during tonight's public comment.

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
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Eagle Mountain Properties List

1	WALDEN ESTATE LLLP, MONTE VISTA RANCH LLC	59:044:0092	13.7	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-1	Community Commercial	CN	EMMC 17.35
2	LAKE MOUNTAIN DEVELOPMENT LLC	59:007:0026	64.9	Agricultural/Residential Density 2	Eagle Mountain Properties/Residential	No Change	RD2	EMMC 17.25
3	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0032	10.8	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20
4	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0040	21.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20
5	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0038	7.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20
6	MONTE VISTA RANCH LC	59:008:0006	35.7	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20

EMC is proposing an Agricultural Zone, which is a SIGNIFICANT change to both the existing zoning and EXISTING Future Land Use Map. Yet the chart shows the Future Land Use Map won't be changed.

According to the EMC Zoning Map Website AND the EM Properties MDA, this parcel is currently zoned Mixed-Use Residential/Commercial Zone.



Bettina Cameron
President & Cofounder

Mobile: 385-375-9197
bettina@emwildlife.org
 PO Box 400
 Cedar Valley, UT 84013
www.emwildlife.org

"We protect wildlife by empowering and educating stewards on preserving and restoring native habitats."

From: Robert Hobbs <rhobbs@emcity.org>
Sent: Monday, August 12, 2024 10:39 AM
To: Bettina Cameron <bettina@emwildlife.org>; Planning Commission <PlanningCommission@emcity.org>; Fionnuala Kofoed <fkofoed@Emcity.org>; Brad Hickman <Bhickman@Emcity.org>; Brandon Larsen <blarsen@emcity.org>; Todd Black <tblack@emcity.org>
Cc: board <board@emwildlife.org>
Subject: RE: Eagle Mountain Properties, et al.-- Future Land Use Map and Zone Map Amendments

Here is what you need...thanks,



Robert Hobbs
SENIOR PLANNER

(801) 789-6682
EAGLEMOUNTAINCITY.COM

This e-mail may contain information that is confidential, proprietary, or "non-public personal information". The Confidential Information is disclosed conditioned upon your agreement that you will treat it confidentially and in accordance with applicable law, ensure that such data isn't used or disclosed except for the limited purpose for which it's being provided and will notify and cooperate with us regarding any requested or unauthorized disclosure or use of any Confidential Information.

From: Bettina Cameron <bettina@emwildlife.org>
Sent: Monday, August 12, 2024 2:46 AM
To: Planning Commission <PlanningCommission@emcity.org>; Robert Hobbs <rhobbs@emcity.org>; Fionnuala Kofoed <fkofoed@Emcity.org>; Brad Hickman <Bhickman@Emcity.org>; Brandon Larsen <blarsen@emcity.org>; Todd Black <tblack@emcity.org>
Cc: board <board@emwildlife.org>
Subject: Eagle Mountain Properties, et al.-- Future Land Use Map and Zone Map Amendments

Subject: Clarity Needed for Rezoning and Map Amendments

Dear Planning Commission and City Staff,

I am writing to seek clarification on the upcoming Planning Commission Meeting scheduled for August 13, 2024, which pertains to the rezoning of vacant parcels owned by Eagle Mountain (EM) Properties.

I kindly request a legend or explanatory document outlining the proposed rezoning of the vacant parcels owned by EM Properties and The Ranches and the proposed amendments to the Future Land Use & Transportation Map. Without some type of guidance on what rezone/amended land use is being proposed, the public can't provide valuable input. This information will help me better understand the potential impact on the EMC Wildlife Corridor.

I would greatly appreciate your prompt assistance on this matter, so the EMNWA has time to provide a public comment if we feel a rezone/amended land use conflicts with the EMC Wildlife Corridor. Thank you.

Sincerely,



Bettina Cameron
President & Cofounder

Mobile: 385-375-9197
bettina@emwildlife.org
 PO Box 400
 Cedar Valley, UT 84013
www.emwildlife.org

"We protect wildlife by empowering and educating stewards on preserving and restoring native habitats."

MINUTES
EAGLE MOUNTAIN CITY COUNCIL MEETING

June 19, 2007

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

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

Mayor Don D. Richardson called the meeting to order at 4:15 p.m.

CONDUCTING: Mayor Don D. Richardson

ELECTED OFFICIALS PRESENT: Councilmembers David Blackburn (arrived 4:25 p.m.), Heather Jackson, David Lifferth and Linn Strouse. Councilmember Liddiard was excused.

CITY STAFF PRESENT: John Hendrickson, City Administrator; Gerald Kinghorn, City Attorney; Ifo Pili, Management Analyst; Jason Walker, Management Intern; Marilyn Lau, Management Intern; Gordon Burt, City Treasurer; Gina Peterson, City Recorder; Melanie Lahman, Deputy Recorder; Peter Spencer, Planning Director; Mike Hadley, City Planner; Chris Trusty, City Engineer; Adam Ferre, Energy Division Manager; Kent Partridge, Building Official; Mark Binks, Sergeant; Jason Randall, Sergeant.

AGENDA REVIEW

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

ADJOURNMENT

Mayor Richardson adjourned the Work Session at 6:32 p.m.

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

Mayor Don D. Richardson called the meeting to order at 7:10 p.m. Marilyn Lau led the Pledge of Allegiance.

CONDUCTING: Mayor Don D. Richardson

ELECTED OFFICIALS PRESENT: Councilmembers David Blackburn, Heather Jackson, David Lifferth and Linn Strouse. Councilmember Vincent Liddiard participated telephonically.

CITY STAFF PRESENT: John Hendrickson, City Administrator; Gerald Kinghorn, City Attorney; Ifo Pili, Management Analyst; Jason Walker, Management Intern; Marilyn Lau, Management Intern; Gordon Burt, City Treasurer; Gina Peterson, City Recorder; Melanie Lahman, Deputy Recorder; Peter Spencer, Planning Director; Chris Trusty, Engineer; Jeff Weber, Assistant Public Works Director; Adam Ferre, Energy Division Manager; Kent Partridge, Building Official; Linda Peterson, Community Relations Coordinator; Mark Binks, Sergeant; Jason Randall, Sergeant; Jerry Monson, Lieutenant.

INFORMATION ITEMS/UPCOMING EVENTS

Mayor Richardson announced that the next City Council meeting would be July 17.

PUBLIC COMMENTS

Ms. Tiffany Ulmer, 1320 Harrier Street, thanked the City's Public Works employees for assisting UDOT with restriping the intersection of SR 68 (Redwood Road) and SR 73, which helped alleviate some of the traffic congestion there. She also thanked the employees who provided park improvements: the Eagle Point pavilion, cement around the playground in Eagle Park, some trails in the city, the Overland Trails cement and trail and the Rush Valley playground. She hoped the residents would get the rest of the promised parks, as well.

Ms. Laura Thalen and Mr. Dave Hall, Alta Vista Homes, requested donation of a building permit and any other support the city wished to provide. The company, along with KUTV and other sponsors, is building a home to be donated to the family of a soldier seriously injured in the war whose employability is impacted by the injury. Families who have been nominated but don't receive the home will be provided other benefits such as home repairs, food and scholarships. The organization is also working with a nonprofit organization started by a man whose son was killed in Afghanistan. The organization places monuments in small towns around the country to honor soldiers. They encouraged the City to participate in the program.

CITY COUNCIL/MAYOR ITEMS

CITY COUNCIL COMMENTS

Councilmember Lifferth

Councilmember Lifferth expressed appreciation for the Council's decision to support a specific Mountain View Corridor route and the opportunity to work with surrounding communities to expedite the improvements the project will provide.

Councilmember Blackburn

Councilmember Blackburn thanked City staff for the FY 2008 budget document and their hard work in preparing it. He also said the Ranches Home Owners' Association has put a lot of time, effort and money into improving the city. He asked staff to address maintenance agreements with the HOA to resolve some disagreements between the HOA and the City.

Councilmember Strouse

Councilmember Strouse addressed gravel truck issues. She encouraged residents to report trucks driving with uncovered loads to law enforcement.

Councilmember Jackson

Councilmember Jackson attended the State Republican Party convention where she spoke to Councilmember Jefferson Moss of Saratoga Springs. They were both very happy with the restriping of the SR 73/SR 68 intersection and the resulting improvement in traffic flow. She also recognized City employees who have spent a lot of time weeding and cleaning median strips, as has the Ranches HOA. She has met with the Ranches HOA and brought their concerns to City Administrator John Hendrickson in order to keep communication open regarding maintenance.

Councilmember Liddiard

Councilmember Liddiard was in Washington, D.C., recently and met with Senator Bennett, Senator Hatch and Congressman Bishop. While his meetings centered on other topics, he was able to bring up

Councilmember Liddiard was in Washington, D.C., recently and met with Senator Bennett, Senator Hatch and Congressman Bishop. While his meetings centered on other topics, he was able to bring up the City's thanks and current needs for transportation. He also received some of the new presidential dollar coins that are now in circulation and thought they were neat.

Mayor Richardson

Mayor Richardson expressed appreciation for the number of residents attending this evening's meeting; the Council chamber was full. He encouraged residents to run for the three Council seats and the Mayor's position which are open for election this year.

CONSENT AGENDA

Councilmember Jackson **moved** to approve the following items on the Consent Agenda, removing the February 20, May 1 and June 5, 2007, minutes and placing the Development Agreement for Southmoor Phase 1 on the regular agenda for discussion:

MINUTES

March 6, 2007 – Regular City Council Meeting

May 15, 2007 – Regular City Council Meeting

FINAL PLATS

Valley View South – Plat C

Valley View South – Plat D

DEVELOPMENT AGREEMENT – Colonial Park – Phase 2

Councilmember Blackburn **seconded** the motion. Those voting aye: David Blackburn, Heather Jackson, Vincent Liddiard, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

SCHEDULED ITEMS

DEVELOPMENT AGREEMENT – Southmoor Phase 1

This item was removed from the consent agenda to allow revised conditions to be placed on approval.

Councilmember Jackson **moved** to approve the development agreement with Eagle Mountain Holdings, L.L.C., subject to a reduced bond letter, due to approximately 95% of required improvements having been completed. Councilmember Blackburn **seconded** the motion. Those voting aye: David Blackburn, Heather Jackson, Vincent Liddiard, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

7:00 P.M. PUBLIC HEARING – Eagle Mountain Properties Master Development Plan

ORDINANCE – Consideration and adoption of an ordinance amending the land use element and rezoning for the parcel known as the Eagle Mountain Properties Master Plan Area

Planning Director Peter Spencer presented the proposed amendment to the Eagle Mountain Properties Master Development Plan. The Master Development Plan covers 7,610 acres vested with 22,930 units. This master plan vests Eagle Mountain Properties with rezoning rights not provided in other master development plans. The 1997 City Council judged it was in the city's best interest to provide those privileges due to the company's extensive investments in the city.

The application has two parts: 1) amending the zoning map and 2) amending the language of the Master Development Agreement. At this meeting, only the change to the zoning map is being considered. The

proposal would eliminate private golf course open space and simplify zoning designations and uses permitted in various zones in the City Center.

The current map contains a table entitled "Detailed Comparison Legend," spelling out the acreages of specific land uses. The current map designates 1,352 acres of open space, which the proposed map reduces to 365 acres, largely due to the elimination of 987 acres of private golf course land. The golf courses are private land and were never intended to be public land. The majority of the 365 acres now indicated as "Regional Park & Regional Open Space" in the newly proposed map has either already been dedicated to the City or can't be developed, including land located under utility corridors or along the future Pony Express Trail.

The Eagle Mountain Properties Master Development Agreement specifies public use open space is to be dedicated at the rate of 2.5 acres per 400 units. This ratio of improved park area per developed units is retained in the proposed plan and is in addition to the existing 365 acres of open space.

The following table outlines the proposed changes from the current Land Use Map (approved 1998 Amendment, Modification Application Map #1) to the proposed Land Use Map (proposed 2006 Amendment, Modification Application Map #2):

	CURRENT MAP	PROPOSED MAP
RESIDENTIAL	2690 acres	3029 acres
RESORT (change to MIXED-USE)	1364 acres	1518 acres
AIRPARK	1531 acres	1686 acres
BUSINESS PARK (change to Commercial C-1)	318 acres	169 acres
SATELLITE COMMERCIAL (change to Commercial C-2)	63 acres	579 acres
TOWN CENTER (change to Commercial C-3)	292 acres	51 acres
PUBLIC OPEN SPACE/PRIVATE GOLF COURSE	1352 acres	365 acres
TOTAL	22930 units over 7610 acres**	22930 units over 7613** acres

***The proposed map must clarify this difference in total acreage. ***

The current plan indicates Business Park, Satellite Commercial and Town Center zoning. The proposal renames these zones Commercial C-1, Commercial C-2 and Commercial C-3, respectively. Additionally, the Resort zone has been renamed Mixed-Use Residential/Commercial at the request of City staff. The names Residential, Commercial and Airpark zoning remain the same, with Industrial zoning being included in the Airpark zone. In some smaller areas, zoning would change as follows, from south to north:

Sections 36 & 31:

- Approximately 360 acres of Open Space/Residential to either Airpark or Commercial C-2; conflicts with the General Plan.

Section 31:

- Approximately 200 acres of Town Center and Business Park to Residential; complies with the General Plan.

Section 30:

- Approximately 40 Residential acres west of the power line corridor to Commercial C-2; conflicts with the General Plan.
- Approximately 10 acres of Town Center to Residential; complies with the General Plan.
- Approximately 30 acres of Business Park to Residential; complies with the General Plan.

Sections 20 & 29:

- Approximately 43 acres of Town Center to Resort; complies with the General Plan.

Section 13:

- Approximately 80 acres of Residential to Commercial C-2; conflicts with the General Plan.
- Approximately 8 acres of Residential to Commercial C-1; conflicts with the General Plan.
- Approximately 50 acres of Town Center to Commercial C-1; complies with the General Plan.

Section 14:

- Approximately 20 acres of Residential to Commercial C-1; conflicts with the General Plan.
- Approximately 40 acres of Open Space to Commercial C-2; conflicts with the General Plan.

Section 15:

- Approximately 40 acres of Residential to Commercial C-2; conflicts with the General Plan.

Section 12:

- Approximately 40 acres of Town Center to Commercial C-2; conflicts with the General Plan.
- Approximately 30 acres of Residential to Commercial C-1; conflicts with the General Plan.

Zoning changes conflicting with the General Plan would be resolved by amendments to the General Plan presented at a future Council meeting. Some proposed zones of the master plan also do not exist in the Development Code (C-1, C-2, C-3, etc.).

The Eagle Mountain Properties Master Development Plan vests the property owner with the right to change zoning virtually at will. The City can only restrict those changes which create infrastructure or transportation conflicts.

Councilmember Lifferth asked City Attorney Jerry Kinghorn to explain the unique aspects of this agreement. Mr. Kinghorn explained the agreement entered into with Eagle Mountain Properties in 1997 vested the company with the right to change uses and densities of its property upon application to the City. The City could then review the proposed changes for conflicts with utilities and other infrastructure the City had already built. If there were no conflicts, the City was required to approve the changes. The agreement was amended in December 1997 to change some aspects of the review process. It was amended again in 1998. The agreement had a 20-year term and will be in effect for another ten years.

*** Mayor Richardson opened the public hearing at 7:47 p.m. ***

Ms. Tiffany Ulmer, 1320 Harrier Street, was concerned about commercial land being located adjacent to a school. Also, in Overland Trails, some residents paid a premium for lots which would be adjacent to a golf course. She feels Eagle Mountain Properties should consider some form of compensation in regard to those fees.

Ms. Alicia Hill, 1457 Falcon Lane, was also concerned about having commercial land next to a school. She built her house seven years ago based on the open space promised in the previous master plan. She understood the developer's right to rezone, but thought older residents who bought property based on earlier representations should be considered.

Mr. Wolfgang Franz, 1896 Lake Mountain Road, urged the Council to give the public another 30 – 60 days to comment on this proposal, because the documentation is complex and difficult to understand. He was unaware until today of the staff report which explains the details. By comparison, he's spent eight years trying to build a house on his property; the City does not need to rush this amendment.

Ms. Janet Back, 1865 Cedar Street, asked whether Eagle Mountain Properties was willing to follow through with previous agreements. Her understanding was Eagle Mountain Properties has not complied with other agreements. If that is true, she wondered whether it would give the City any power to deny Eagle Mountain Properties' application.

Mr. Brent Tobler, 4247 Major Street, said the planning process for this agreement has gone on for some time without addressing the specific language of the plan. The proposal needs to be examined in its entirety, because the language of the proposed plan eliminates some of Eagle Mountain Properties' previous obligations.

Mr. Clint Chidester, 1113 Waddell Street, asked if Mr. Spencer could explain what acreage in open space would be eliminated by removing the golf courses. Golf courses were a selling point for lots in that area. He was concerned about the loss of open space. He understood the agreement gives the developer certain rights, and the reality is this proposal will be approved despite what some residents think. However, he hoped the Planning Commission would take transitioning into account when approving future development in the area.

Mr. Richard Culbertson, 3133 Cedar Pass Road, was interested in the uniqueness of the contract. As an attorney, he encouraged Mr. Kinghorn and the Council to inspect the contract because performance issues called "clean hands" apply to contracts. The Council should exercise due diligence and demonstrate their hands are tied before approving this application.

Mr. Darren Jones, 4416 Osprey Way, commented on a meeting he had with Mr. John Walden, the owner of Eagle Mountain Properties, in 2005. He saw a 1997 article in Mr. Walden's office praising Mr. Walden for the open space, golf courses and commercial development which were to be provided to residents. His meeting with Mr. Walden was a petition for more citizen involvement in the governing of the homeowners' association. He quoted Mr. Walden as saying, "I will not give up power until I absolutely have to in this project." He felt there is a breach of contract because Eagle Mountain Properties has not provided the promised commercial space. Mr. Hazard in the Ranches provided commercial property, unlike in City Center. He asked where the open space in the City Center is. There are few parks, one in Overland Trails created by the residents, and it took 11 years to pave trails. Land sales, including those between Mr. Walden and residents, involve a social contract. He urged the Council to deny the proposal.

Mr. McKay Edwards, urban planner for SITLA, stated SITLA has made significant investments in Eagle Mountain City by way of capital, open space and parks. The approximately 1000 acres of open space being deleted from the Eagle Mountain Properties Master Development Plan is legal, but it is not ethical. He objected to City planning staff saying the proposal could be good for the city; he felt it constituted untruthful support for the developer. Eagle Mountain Properties ought to negotiate with City government and residents for replacement of the open space lost through this action. In response to Mr. Spencer citing the distance of this area from current residents as a mitigating factor, he pointed out it fails to take into consideration the distance from and effect on future residents.

[Applause] Mayor Richardson asked residents to maintain order and not to applaud during the meeting.

Mr. Kenneth Hixson, 9568 Night Hawk Lane, quoted the agreement, which stated the "applicant is entitled to, and the town hereby grants to the owner/developer, the right to change and/or adjust the exact location of various development uses and densities under the provisions of this development agreement between or among the owner/developer's properties and their phasing within the master site plan or its amendments approved pursuant to this section, to reflect future changes in economic factors, development," etc. He asked what language in the agreement gave Eagle Mountain Properties the right to transfer acreage among zoning definitions, specifically 1000 acres of open golf course land to Resort, Commercial or Airpark zoning. He stated his feeling that the agreement gave Eagle Mountain Properties the right to move land designations within zones, but not among different zones. He asked if the City Council could deny the application or avoid granting any further rights to the applicant.

Ms. Nikki Wickman, 2766 Fort Hill Road, wondered why the city has no public pool, tennis courts, skate park or recreation center. She wondered why all the available space had to be developed, rather than being used for open space and recreation facilities.

Ms. Jodi Hansen, 2137 Cassidy Way, had a child seven years ago who has cerebral palsy and a seizure disorder. Her family moved to Eagle Mountain because there was little traffic and no commercial development near Eagle Valley elementary school. Her son sometimes rides his wheelchair to school and there are other children with disabilities attending the school, so she is concerned about development nearby.

Mr. Dave Williams, 3525 Rough Grouse Road, said the golf course space is private land, not public open space. He was still concerned about the loss of open space. His main concern was that people generally move to Eagle Mountain to enjoy open space and/or to find the best home values. If Eagle Mountain does not have open space, people will come primarily for low home prices, which doesn't bode well for the city's future.

Ms. Cheryl Carr, 2812 Cedar Drive, was affected when she heard about the loss of 1000 acres of open space. She asked the Council to think about the impact of the loss on the future of Eagle Mountain. Last summer she went to New York City and visited Central Park. She said New Yorkers are known throughout the world for their foresight in building Central Park inside the city. She asked the Council to be responsible, have foresight and preserve open space.

Mr. Kevin Magelby, 4454 Maple Drive, asked whether the Resort zone was already zoned for residential and commercial development. He felt that was enough commercial land without creating more.

Mr. Kevin Kitchen, 2103 Blossom Street, pointed out the master plan was designed with infrastructure and roads intended to support a given number of residents. The planned infrastructure and roads would be insufficient to support additional residents. He felt adding residents to the plan without careful thought would be unwise. Infrastructure has already been built based on the original plan and he wondered how that infrastructure would support additional residents.

Mr. Wes Ercanbrack, 882 Russell Road, said the agreement with Eagle Mountain Properties ten years ago was a big risk which ransomed the City's future. It may be too late to avoid the consequences, but inquiries need to be made regarding whether Eagle Mountain Properties has complied with its agreements and therefore whether the agreement is valid.

Mr. Tim Smith, 4503 Boulder Street, held up a map which used to hang in the Eagle Mountain Properties sales office. It was presented as vision of the city, complete with an aqueduct, a four-lane

road over Lake Mountain and a tunnel through the mountain. It had no relation to approved maps of the time, but it was the vision of the city being presented to prospective home buyers. The signed agreement allows Eagle Mountain Properties to do what they want to, strips the Council of its rights and takes away open space from approved subdivisions. It will allow developments of "cracker box" houses, which he feels will create a ghetto in the City Center. The Ranches will be the gem of the city. This plan takes away dreams the residents were sold. He stated this year has been the best year for the City Center: a paved path has been built in his subdivision and flowers and trees are being planted.

Mr. Dean Durantos, 1198 Russell Road, has lived in Eagle Mountain for three years. His property abuts a trail which has not been completed. It was designed to extend into the open spaces in question. He wondered what would become of the trail. He stated the agreement impacts both existing and future residents.

Mr. Cory Rideman, 4464 Maple Drive, suggested if the City Council has an opportunity for a discussion with John Walden, who irritates people by continuing to develop subdivisions with small houses, they might tell him if he would build golf courses, trails and trees, people will want to live here and the quality of life will improve.

Mr. Brian Mullay, 4384 Maple Drive, said if the Council had no options for action on this proposal, it would not be presented. Adjacent to Walden Park, a pit of water is breeding mosquitoes. He said he and other landowners were told they are required to sell 13 feet of land from the back of their lots for \$2.00 per acre. He is constantly told there is an "emperor" who can do whatever he wants. He felt taking away open space was not ethical and he was very uncertain whether the proposed action is legal.

Mr. Kyle Banta, 1702 Canary Way, had numerous issues with the 1000 acres of open space being removed and having commercial property near a school. He said if commercial development is concentrated away from neighborhoods, the public will be safe and there will be starry skies, as advertised. Development will happen in any case, but it should remain localized.

Mr. Jared Ballard, 1306 Shallow Water Road, said he is a new City employee who loves Eagle Mountain. His family moved to the city for the sake of his son, who has Down's Syndrome. He would like to see the golf courses and open space remain, so visitors will see a beautiful area.

Mr. Wolfgang Franz, 1896 Lake Mountain Road, stated he had heard no comments in favor of this proposal. The City may be held to the original contract, but the City Council might be able to gain some leverage by approving subdivisions of one-acre lots, which will increase the amount of open space required for each subdivision over the open space required in subdivisions with smaller lots.

Mayor Richardson closed the public hearing at 8:29 p.m.

Councilmember Strouse referred to Mr. Kinghorn's statement in Work Session that it would take three hours to explain the convoluted history of this agreement. She felt the City could better avoid problems like this agreement if there were a master plan for the whole city including, for example, where to locate schools and fire stations.

Councilmember Blackburn told residents the Council and the City Attorney have studied the Eagle Mountain Properties Master Development Plan for years. The fact the plan can change easily is both good and bad. Each proposal is about what will sell. The City is halfway through the term of the agreement. Future residents inquiring about this property will be given a disclaimer that it can change at will. He apologized that actions of past City Councils did not always have good results for residents.

The City Council has tried to resolve the problems so they're not repeated in the future. He felt the developer does want improvement in the city. Infrastructure the City builds in that area will limit some of the decisions the property owners can make. A narrow road would require smaller development, while larger roads allow larger, perhaps commercial, development. He felt an overall City plan for development would help significantly.

Councilmember Jackson said one of the big questions in developing this area is roads. She asked Mr. Spencer if future roads planned for this area will work with this plan. Mr. Spencer said the amendment to the zoning map fits with the planned collector roads.

Councilmember Jackson said road planning gives the Council control over some changes. She reiterated that the Eagle Mountain Properties area is a blank slate, which can change at any time. As changes are made, infrastructure and public safety must be examined. Changes conflicting with those standards could be denied by the City. She didn't like having a commercial zone near a school, but the City does not have much choice. However, the problem is mitigated by the law which controls businesses allowed to locate near a school. Commercial development around the roundabout area makes sense, and that is where the Council thought commercial development would be located. She said the Council has discussed the road issue regarding public safety, to see if changes could be made. If changes could have been made, it would have been done.

Councilmember Liddiard expressed appreciation for information from earlier meetings and for the residents' comments. He said early, naive development agreements gave flexibility to developers in exchange for financial risk assumed by the developers for the benefit of the city. Eventually, the benefits provided to the city benefited the developers, as well. Earlier city officials also did not have the benefit of experience with city government. Some key changes in this amendment include:

- 500 acres being converted from open space to Satellite Commercial
- Residentially zoned areas being increased from 2,690 acres to 3,029 acres with no increase in the number of units, which should translate to larger lot sizes

He said although this amendment might not be the best or most desirable choice, it was legal and did have certain benefits. He wants to do what is best for residents, yet also comply with the City's legal obligations.

Councilmember Lifferth asked Mr. Spencer to address the loss of nearly 1000 acres of open space and how the number was calculated. Mr. Spencer responded page three of the staff report shows the current map, the bottom of which shows 1352 acres of golf course area, which was always meant to be private. The amended map shows 365 acres of open space. The golf courses will all be removed and replaced with other zoning. The remaining 365 acres are either unbuildable or are included in existing parks and the detention pond.

Councilmember Lifferth said his understanding from a closed session was the only applications the City Council could deny in the area would be those involving public safety or infrastructure conflicts.

Mr. Kinghorn responded denial would be due to uncompensated conflicts with existing infrastructure. If the developer added appropriate infrastructure, the City Council would be required to approve proposed developments.

Councilmember Lifferth stated when he first heard about plans for three golf courses, he thought the water they would use would be better used for neighborhood parks. He was concerned about having a Commercial zone near a school and asked Mr. Kinghorn if the City had any control over development in that area. Mr. Kinghorn responded C-1 is a light retail zone, so there is no infrastructure conflict.

Buffering and site plan requirements provide some control and certain businesses can't locate near schools by law. The City would only have further control if there were a public safety conflict.

Councilmember Strouse reiterated residents' comments, saying the map and the wording should be changed at the same time. In Work Session, the Council talked about the designation "Industrial Zone," which needs to remain because of the City ordinances which refer to Industrial Zone. Mr. Kinghorn replied the recommendation from the Planning Department would include the Industrial Zone.

Councilmember Strouse pointed out the Council's vote is only as good as the information it is given. She would like a copy of the 1997 map and minutes of pertinent meetings because she wants to understand the history of the agreement. Section 2.7.4 of the December 1997 agreement states "the town shall have ninety calendar days to review the changes proposed in the modification application. After the modification application is accepted as complete or deemed complete, if the town does not object within ninety days, the final, completed modification application shall be deemed accepted by the town and shall constitute an amendment to the master site plan and an express waiver by the town of the enforcement of any of the provisions of the town's development code and the town's general plan which are in conflict with the amendment, without further action." She wondered how that could possibly have been approved. She would like to see the process which was put in place to ensure the 90 days didn't expire before the application was considered. She would like enough information so the Council can vote with the knowledge the decision is necessary. She agreed with the idea that developers' agreements with the City involve a social contract. She would like more written information and more time devoted to this topic.

Councilmember Jackson noted the agreement requires 2.5 acres of open space for every 400 units. She asked if the remaining 365 acres included this requirement. She also asked when the application was received and when it was deemed complete.

Mr. Spencer responded the 2.5 acres of improved open space per 400 units are in addition to the 365 acres of open space. He said the application was received on February 27, 2006, and the Planning Department deemed it complete on March 30, 2006.

Mayor Richardson noted there is a three-acre difference in total acreage on the current and proposed map. He said resolving the difference should be part of the motion.

Councilmember Blackburn stated the development agreement for this land includes 22,930 possible units over 7,610 acres. He asked how many have already been built and how many lots have been recorded. Neither Mr. Spencer nor City Planner Mike Hadley had that information with them, but said they would generate it.

Councilmember Blackburn explained to the residents that Eagle Mountain Properties is required to inform the City how many lots are proposed in each project and how many remain. If the number of remaining lots could be determined, it could be determined whether the remaining lots would have to be larger.

Councilmember Lifferth moved to adopt Ordinance O-12-2007 amending the land use element and rezoning for the parcel known as the "Eagle Mountain Properties Master Plan Area," subject to the following conditions:

1. the General Plan be amended as required to bring the Eagle Mountain Properties Master Development Plan into compliance
2. the revised map with redlines be addressed

3. the Industrial Zone be clarified with respect to the previous Airpark/Industrial zoning
4. the total acreage be corrected to read 7,610 acres (3 acres difference)
5. an accounting of lots be done as required by the agreement, with each plat including usable parks and improved open space

Councilmember Jackson **seconded** the motion.

Councilmember Strouse asked if the motion should be amended to include a citizen advisory committee. Mr. Kinghorn responded the Planning Commission and City Council serve that purpose in municipal government. A citizens' advisory committee could be formed, but could not be part of City government.

Ms. Peterson asked Councilmember Lifferth for a measurement of "usable park space" to be included in the motion.

Councilmember Blackburn recommended Eagle Mountain Properties not be allowed to pay a fee in lieu of parks when recording plats; rather, park areas must be improved.

Councilmember Lifferth asked if improved park space could be enforced prior to pulling building permits. Mr. Kinghorn said the process is in place, but hasn't been enforced. Councilmember Lifferth suggested enforcing the accounting with each development.

Mr. Spencer clarified the accounting requirement is for the number of lots, not park areas. Mr. Kinghorn said Shawn Warnke, the City's former Management Analyst, met with Mr. Eric Jones and reconciled those numbers. Pony Express Park, the detention basin and Walden Park count towards the total park area required. It would be helpful to do the accounting every time to improve public confidence.

Councilmember Lifferth amended his motion to include requiring accounting of lots and usable park space with every platted neighborhood [as listed in motion above].

Councilmember Blackburn called the question.

Mayor Richardson called for a vote on the motion. Those voting aye: David Blackburn, Heather Jackson, Vincent Liddiard and David Lifferth. Those voting no: Linn Strouse. Motion **passed** with a majority vote of 4:1.

Mayor Richardson recessed the meeting for 10 minutes. He reconvened the meeting at 9:15 p.m.

7:00 P.M. PUBLIC HEARING – FY 2007 Budget Amendments

ORDINANCE – Consideration and adoption of the final amendments to the Fiscal Year 2006-2007 budget

City Administrator John Hendrickson presented the final amendments to the Fiscal Year 2007 budget. He reported that each year for the past several years, after the annual budgetary audit has been completed, the City has been cited for budgetary non-compliance: actual expenditures have exceeded budgeted expenditures. Non-compliance is reported to the State of Utah via the management letter prepared by the auditor. City staff endeavors to anticipate all expenditures the City will incur, but for which invoices will not be received until after the end of the fiscal year. Further, when the auditor has performed the analysis, instances have been found in which transfers of expenditures have been made from one fund or section to another, resulting in funds or sections being over budget.

Per the auditor's recommendations, the budget is being amended not only by specific line item or department, but also by specific divisions according to Utah State statute. The Fund 10 divisions are:

- General Government
- Community Development
- Public Safety
- Public Works

The amendments are specific to General Fund departmental totals only and not to line items in the Enterprise and Utility funds. The budget amendments cover all anticipated expenditures through the fiscal year ending June 30, 2007. The amended budget is designed to cover all eventualities, so the City will not be cited by the auditor for budgetary non-compliance. Proposed amendments include:

General fund:

- additional funding for legal fees due to unanticipated issues
- correction to special events budgeting to include the funds in the gross budget rather than only in the net
- funding of additional law enforcement staff
- reductions in surplus funds in previously-approved line items

Other funds:

- increases to the sewer, electrical, natural gas, solid waste and in the Walden Park capital projects fund (funds 52, 53, 55, 57 and 45)
- transfer of \$163,544 from B & C road funds to capital road fund (fund 46)
- inclusion of greater than expected funds received for Special Improvement Districts (funds 70, 71, and 74) which were used for prepayment of bonds
- transfer of funds from FY 06 and FY 07 unallocated reserve funds to the capital facilities fund to reduce the balance of unallocated reserves to less than 18% of the City's total budget, as required by State statute

Councilmember Liddiard asked where the funds for land for the third fire station land are listed. Mr. Hendrickson responded those funds are in the parks capital improvement fund.

Mayor Richardson opened the public hearing at 9:25 p.m. Hearing no comments, he closed the hearing.

Councilmember Jackson **moved** to adopt Ordinance O-13-2007 adopting the final amendments to the Fiscal Year 2006-2007 budget as outlined in Exhibit A, as follows:

- increases in funds 52, 53, 55, 57, and 45
- transfer of \$163,544 from B & C road funds to capital road fund 46
- adjustments to revenue received and bond payments made in Special Improvement District funds 70, 71, 74
- identification of the unallocated reserve excess from the FY 2005-06 budget in the amount of \$925,224
- transfer of unallocated excess reserve funds from FY 2005-2006 of \$925,224 to capital facilities, as well as allowing unallocated reserve funds from FY 2006-2007 to be transferred to capital facilities so the unallocated reserve fund remaining in that account does not exceed the 18% of the total City budget allowed by State statute

Councilmember Blackburn **seconded** the motion.

Councilmember Liddiard was pleased to see the fiscal year turn out well and the city growing. He hoped the city would continue to grow and the budget be managed in a way which allows for long-term sustainment for residents and employees.

Councilmember Blackburn proposed amending the motion to put part of the reserve money into parks and trails.

Councilmember Jackson asked if it would be better to make that amendment to the FY 2008 budget, since FY 2007 is nearly over.

Mr. Hendrickson said there is money specifically for parks and trails in the FY 2008 budget. He suggested the Council develop a list of projects which could be amended to the FY 2008 budget. He referred the Council to page 125 of the FY 2008 budget.

Councilmember Blackburn recommended the motion include monies specifically for parks and trails. Mr. Hendrickson replied approximately \$1 million was proposed for parks and trails in the FY 2008 budget.

Councilmember Jackson called the question.

Mayor Richardson called for a vote on the motion. Those voting aye: David Blackburn, Heather Jackson, Vincent Liddiard, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

ORDINANCE – Consideration and adoption of the Fiscal Year 2007-2008 budget

State Code requires the City Council to hold a public hearing on the proposed budget and adopt the budget by June 22. The tentative budget was accepted by the City Council on May 1, 2007. The budget public hearing was held on June 5, 2007. The tentative budget has been available for public review in preparation for adopting the final budget. The final budget will be the document which governs expenditures for the 2007-2008 fiscal year.

City Administrator John Hendrickson explained the total General Fund budget is over \$8.3 million, while the total City budget is over \$33 million. The FY 2008 budget includes:

- an increase from 77 to nearly 100 staff FTEs (full-time equivalents), with many of the new positions being in fire and law enforcement services
- \$1.9 million for building and finishing area parks and the fire station and for purchase of land for a third fire station
- \$7.5 million for a sewer treatment plant upgrade
- \$2.5 million for a 138 kV electrical transmission line

He noted an electrical substation may be built, which would be funded by bonds

Mr. Hendrickson said the budget is balanced. Up to \$1.6 million will be transferred from the General Fund to the Capital Improvements Fund to keep unallocated reserves at 18% of the City's total budget. Page 125 discusses parks and the purchase of land for the fire station. The fire station land was placed in the parks line because there was no separate line item for City facilities.

Councilmember Lifferth asked Mr. Hendrickson to explain the new property tax reduction. Mr. Hendrickson said the property tax reduction will not affect the budget. He noted Utah County generates a certified tax rate and property taxes combine taxes for several entities. The City's certified tax rate

will go from .001747 to .001163 based on value. The tax rate dropped because assessed values are increasing. Taxes are calculated by multiplying the tax rate by the value of the property. There is no change expected change in the total taxes the City will receive.

Councilmember Liddiard asked if a new Finance Director position was included in the budget. Mr. Hendrickson responded it was not, but the flexibility to do so is there. Councilmember Liddiard suggested the City hire a Finance Director.

Councilmember Liddiard asked Mr. Hendrickson to consider including funds for laptops for future City Councilmembers in the Legislative Travel and Training line item. On page 63, he would like to add a picture of the City Council. He was happy to see changes in the actual budget document with narratives, and items listed as approved or adjusted.

Councilmember Blackburn said because of the recent fire west of SR 73, he would like some of the budget surplus to go into an account Chief Andrus can access during emergencies without calling the Mayor or City Administrator for prior approval, perhaps \$5,000 to \$10,000 annually. Mr. Hendrickson said it would normally be a Fire Department line item, which could be added if desired.

Councilmember Jackson asked if the City planned to bill for its assistance with last weekend's fire, and whether that money could go into such a fund. Mr. Hendrickson said the City will bill for those expenses, which will be counted as revenue and go to the General Fund.

Councilmember Blackburn suggested the money should automatically go to public safety. Mr. Hendrickson responded it is not legal unless the money is earmarked as "restricted" under State law.

Councilmember Strouse **moved** to adopt Ordinance O-14-2007 adopting the Fiscal Year 2007-2008 budget as presented.

Councilmember Liddiard **seconded** the motion. Those voting aye: David Blackburn, Heather Jackson, Vincent Liddiard, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

DEVELOPMENT AGREEMENT – Consideration and approval of a development agreement with Eagle Mountain Development, L.L.C., for Sweetwater – Phase 1

Sweetwater Phase 1 is located east of Sweetwater Road and north of Eagle Point Plat B. The development agreement, which would normally be a Consent Agenda item, is on the regular agenda due to the requirement that eight acres be dedicated to the City when the first plat is recorded.

Councilmember Strouse asked what the developer is responsible to provide and what is the responsibility of the City. Mr. Spencer responded the developer is to provide eight acres for a park, plus 1.11 acres due to the open space requirements for Sweetwater, which are located adjacent to the park area.

Councilmember Lifferth **moved** to approve the development agreement with Eagle Mountain Development, L.L.C., for Sweetwater – Phase 1. Councilmember Strouse **seconded** the motion. Those voting aye: David Blackburn, Heather Jackson, Vincent Liddiard, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

RESOLUTION – Consideration and adoption of a resolution naming an official position of support regarding the City's preferred alignment of the proposed Mountain View Corridor

Transportation issues in western Utah Valley, specifically east-west road improvements, have been a much needed and discussed issue. Rapid growth in Eagle Mountain and Saratoga Springs has contributed to the transportation concerns. The resolution outlines the City Council's support of the 2100 North freeway as the "primary alternative" for the Mountain View Corridor. The Mayor feels this is the least intrusive and best option because it relocates fewer people and impacts fewer wetlands than the other proposals do.

Mayor Richardson read the resolution.

Councilmember Jackson **moved** to adopt Resolution R-12-2007 naming an official position of support regarding the City's preferred alignment of the proposed Mountain View Corridor. Councilmember Blackburn **seconded** the motion.

Councilmember Jackson called the question.

Mayor Richardson called for a vote on the motion. Those voting aye: David Blackburn, Heather Jackson, Vincent Liddiard, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

ORDINANCE – Consideration and adoption of an ordinance amending the campaign finance disclosure requirements for municipal elections

City Recorder Gina Peterson reported that, from July 2 through July 16 at 5:00 p.m., residents can declare candidacy for elected offices. Utah State Code Section 10-3-208 requires candidates running for municipal office to disclose campaign contributions, both monetary and in-kind. Specific deadlines are given to candidates for submittal of campaign finance statements. During the last municipal election, the Recorder's Office received numerous questions for clarification on whether to disclose specific donations over \$25 or \$50. This ordinance simplifies the process and requires candidates to specifically disclose contributions over \$25. The City can adopt more restrictive regulations than are required by the Utah State Code, which requires disclosure of specific contributions over \$50. The ordinance also outlines specific penalties for failure to file statements.

State Code mandates that General Election candidates (not Primary) who fail to file a statement by October 27, 2007, shall have their names removed from the ballot. Failure to file by candidates eliminated in the Primary or failure to file until after the General Election is a misdemeanor violation carrying a \$750 fine, because at that point the name cannot be stricken from the ballot.

Councilmember Lifferth asked how the ordinance would be enforced. Ms. Peterson responded it would be turned over to the City Attorney, although the Recorder's Office would strike the name from the ballot.

Councilmember Blackburn **moved** to adopt Ordinance O-15-2007 amending the campaign finance disclosure requirements for municipal elections in Eagle Mountain City. Councilmember Jackson **seconded** the motion.

Councilmember Liddiard asked the Recorder's Office to provide a copy of the ordinance to candidates for municipal office. Ms. Peterson responded State law requires the Recorder's Office to provide candidates with information on the laws governing elections.

Councilmember Liddiard also asked the Council to impose campaign spending limitations to allow as many people as possible to participate, or to discuss limitations for future campaigns. Mr. Kinghorn said State law may not allow campaign spending limitations.

Councilmember Jackson called the question.

Mayor Richardson called for a vote on the motion. Those voting aye: David Blackburn, Heather Jackson, Vincent Liddiard, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

Councilmember Liddiard was excused at 10:02 p.m. and disconnected from the meeting.

AGREEMENT – Consideration and approval of an agreement with UMPA for purchase of electrical energy

The City currently has an agreement with the Utah Municipal Power Agency (UMPA) for purchase of electric power. The agreement ends in 2008. Until IPP3 comes online in 2012, the City would like to extend the agreement with UMPA until 2011. UMPA will extend the contract without raising the price the City is currently paying, \$53/megawatt hour.

Councilmember Blackburn **moved** to approve the agreement with UMPA for purchase of electrical power. Councilmember Strouse **seconded** the motion. Those voting aye: David Blackburn, Heather Jackson, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

MOTION – Consideration and approval of a reimbursement agreement with S.G. Valley View for the construction of a 600,000 gallon steel water tank

The Capital Facilities Plan identifies the need for additional water system capacity. This capacity will be provided by a 600,000 gallon Valley View water tank located north of the North Ranch and Valley View areas. S.G. Valley View, L.C., has agreed to be responsible for the construction of the water tank. Impact fees are being collected for this system improvement. Through this reimbursement agreement, the City agrees to refund the monies collected in impact fees to the developer. Payments to the developer would be made on an annual basis as monies are paid to the City.

Councilmember Blackburn **moved** to approve the reimbursement agreement with S.G. Valley View for the construction of a 600,000 gallon steel water tank. Councilmember Jackson **seconded** the motion.

Councilmember Lifferth asked when the water tank would be operational. Mr. Trusty responded fall 2007.

Councilmember Blackburn asked if the water tank would be at the same elevation that has been effective for the city. Mr. Trusty said it would be at a higher elevation, creating a new pressure zone benefiting North Ranch, upper Valley View and Meadow Ranch.

Councilmember Strouse said residents in that area are worried about water pressure due to the recent wild fires. Mr. Hendrickson said the Fire Department creates its own pressure in the water truck. Councilmember Strouse asked to have information published in the newsletter informing residents about water available for fighting fires. Mr. Hendrickson responded he would ask Chief Andrus if he would create some information which could be placed in the newsletter and on the web site.

Councilmember Lifferth called the question.

Mayor Richardson called for a vote on the motion. Those voting aye: David Blackburn, Heather Jackson, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

MOTION – Consideration and approval of a reimbursement agreement with Eagle Mountain Links for the Spring Valley electrical line extension

The Capital Facilities Plan identifies the need for additional electrical system capacity. This capacity will be provided by an extension of the electrical line to the Spring Valley area. Eagle Mountain Links has agreed to be responsible for the construction of the electrical line extension. Impact fees are being collected for this system improvement. Through this reimbursement agreement, the City agrees to refund the monies collected in impact fees to the developer. Payments to the developer would be made on an annual basis as monies are paid to the city.

Councilmember Jackson **moved** to approve the reimbursement agreement with Eagle Mountain Links for the Spring Valley electrical line extension. Councilmember Blackburn **seconded** the motion.

Councilmember Jackson called the question.

Mayor Richardson called for a vote on the motion. Those voting aye: David Blackburn, Heather Jackson, Vincent Liddiard, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

MOTION – Consideration and approval of a reimbursement agreement with Eagle Mountain Links for the Carlton sewer line extension

The Capital Facilities Plan identifies the need for a sewer line extension. This capacity will be provided by an extension of the Carlton sewer line. Eagle Mountain Links has agreed to be responsible for the construction of the sewer line extension. Impact fees are being collected for this system improvement. Through this reimbursement agreement, the City agrees to refund the monies collected in impact fees to the developer. Payments to the developer would be made on an annual basis as monies are paid to the city.

Councilmember Blackburn **moved** to approve the reimbursement agreement with Eagle Mountain Links for the Carlton sewer line extension. Councilmember Jackson **seconded** the motion. Those voting aye: David Blackburn, Heather Jackson, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

MOTION – Consideration and award of a contract to Hardrock Excavation for the Well #1 line upgrade, bid alternate #1

The Capital Facilities Plan has identified several deficiencies in the existing water infrastructure. Upgrading the line from Well #1 to the distribution system will allow the City to add up to an additional 1,000 gallons per minute to the City system. This is the first phase in upgrading Well #1 to provide up to 3000 gallons per minute in additional water.

Councilmember Jackson **moved** to approve the agreement with Hardrock Excavation for the Well #1 line upgrade, bid alternate #1.

Councilmember Blackburn suggested amending the motion to salvage as much equipment as possible for future use in water system infrastructure. Councilmember Jackson accepted the amendment.

Councilmember Blackburn **seconded** the motion.

Councilmember Lifferth pointed out the next Council meeting will not be until July 17, so any delay in approving this agreement would be one month instead of two weeks.

Councilmember Jackson asked Mr. Trusty to comment on the wide range of bids submitted for the project. Mr. Trusty responded Hardrock is familiar with the area and mobilized to the site. The other bidder was unfamiliar with the site, needed to add a 10% contingency fee to the bid and the bid was generally higher.

Mr. Hendrickson stated if SITLA funds were unavailable for this project, the City has adequate funding to carry it out.

Mr. McKay Edwards of SITLA expressed concern about this item being approved at this meeting. Councilmember Strouse asked if Mr. Edwards could come forward to explain his concerns. Mayor Richardson allowed him two minutes.

Mr. Edwards explained SITLA was in favor of funding this project, but required a written application from the City, which has not been received. If the project could be postponed one month and the money applied for, SITLA would almost certainly fund the project.

Mr. Hendrickson said the reason for awarding the contract at this time is to avoid the possibility of a water shortage. One to two more months might put water availability at risk.

Councilmember Strouse said she hoped in the future communication breakdowns could be avoided.

Councilmember Lifferth called the question.

Mayor Richardson called for a vote on the motion. Those voting aye: David Blackburn, Heather Jackson, David Lifferth and Linn Strouse. Motion **passed** with a unanimous vote.

CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Lifferth

Councilmember Lifferth said the Eagle Mountain Properties amendment was difficult to deal with. No one on the City Council wanted to have their hands bound when they wanted to do what's best for the city. Legally, the Council had to do what it didn't want to do. He expressed appreciation for the residents' comments. The issue of the Eagle Mountain Properties agreement has been complicated, requiring many meetings to reach the point it has reached this evening. He was glad it turned out as well as it did. He hoped the vote at tonight's meeting would provide better community development. He noted the recent increase in cooperation in the city regarding green space and parks.

Councilmember Blackburn

Councilmember Blackburn was happy the budget came together well and would still like more detail. He asked that his appreciation be passed on to the staff. Regarding the Eagle Mountain Properties rezoning, he suggested staff have a generic overview which makes clear the property is changeable.

Councilmember Strouse

Councilmember Strouse commented that she had nothing nice to say.

Councilmember Jackson

Councilmember Jackson stated the Eagle Mountain Properties issue was upsetting, but she wasn't going to berate the issue further. At her meeting with the homeowner's association last week, she was asked about this year's election. The new ordinance requires candidates for mayor to declare whether they are running for full-time or part-time mayor. She hoped the July newsletter would have an article explaining the ordinance. She stated the city looks good and it's nice to be nearly weed-free in improved areas. Improving other areas needs to continue. She would like capital facilities funds to be used for neglected areas.

Mayor Richardson

Mayor Richardson said hard decisions had to be made tonight and actions had to be approved that no one wanted. He stated the budget is a new standard for Eagle Mountain and congratulated the staff. He was pleased to see the Council chambers full tonight, because citizen involvement is democracy at its best. He encouraged residents to continue to make a difference.

ADJOURNMENT

Councilmember Jackson **moved** to adjourn the meeting at 10:22 p.m.

APPROVED BY CITY COUNCIL SEPTEMBER 18, 2007



Fionnuala B. Koford, City Recorder

ORDINANCE NO. O-12-2007

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH
ADOPTING THE AMENDMENT OF THE LAND USE ELEMENT AND REZONING
FOR THE PARCEL KNOWN AS THE
“EAGLE MOUNTAIN PROPERTIES MASTER PLAN AREA”**

PREAMBLE

The City Council of Eagle Mountain City finds that it is in the public interest to approve the Amendment of the Land Use Element of the “Eagle Mountain Properties Master Plan Area” to rezone the property for increased densities and mixed uses.

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

Section 1. The City Council of Eagle Mountain City finds that the Planning Commission of Eagle Mountain City has recommended that the adopted Master Plan for the area to be known as the “Eagle Mountain Properties Master Plan Area” be approved by the City Council and that the property be rezoned to allow the land uses and densities described more specifically on Exhibit 1 to this Ordinance.

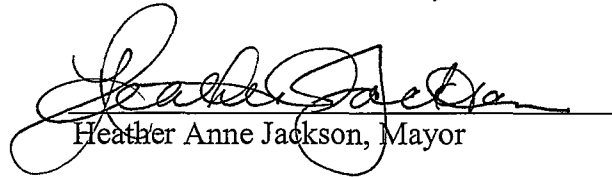
Section 2. The property described on Exhibit 1 to be known as the “Eagle Mountain Properties Master Plan Area” is hereby zoned and designated for the uses, densities, and public improvements described in Exhibit 1.

Section 3. The zone definitions for the Eagle Mountain Properties Master Plan Area are adopted as set forth in Exhibit 2.

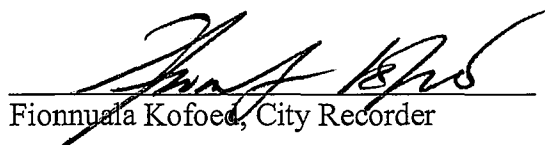
Section 4. This Ordinance shall take effect upon its first posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 19th day of June, 2007.

EAGLE MOUNTAIN CITY, UTAH


Heather Anne Jackson, Mayor

ATTEST:


Fionnuala Kofoed, City Recorder

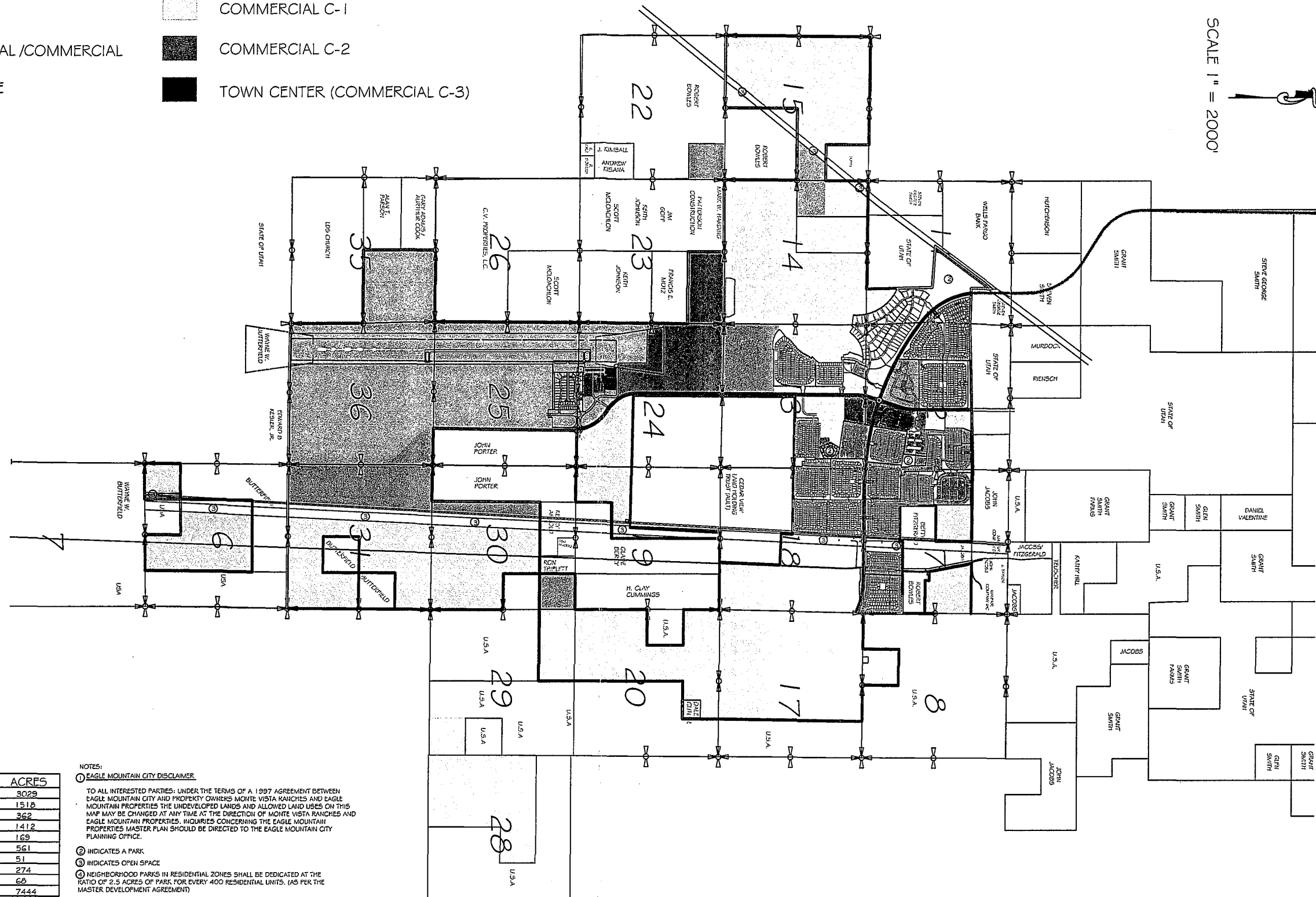


EXHIBIT

1

- RESIDENTIAL
- MIXED-USE RESIDENTIAL /COMMERCIAL
- PARKS & OPEN SPACE
- AIRPARK
- INDUSTRIAL
- COMMERCIAL C-1
- COMMERCIAL C-2
- TOWN CENTER (COMMERCIAL C-3)

SCALE 1" = 2000'



LAND USE	ACRES
RESIDENTIAL	3029
MIXED-USE RESIDENTIAL/COMMERCIAL	1518
PARKS & OPEN SPACE	362
AIRPARK	1412
COMMERCIAL C-1	169
COMMERCIAL C-2	561
TOWN CENTER (COMMERCIAL C-3)	51
INDUSTRIAL	274
ROADS (EAGLE MNT. BLVD & SWEETWATER)	60
TOTAL	7444
TOTAL APPROVED RESIDENTIAL UNITS = 22,950	

NOTES:

① EAGLE MOUNTAIN CITY DISCLAIMER:

TO ALL INTERESTED PARTIES: UNDER THE TERMS OF A 1997 AGREEMENT BETWEEN EAGLE MOUNTAIN CITY AND PROPERTY OWNERS MONTE VISTA RANCHES AND EAGLE MOUNTAIN PROPERTIES THE UNDEVELOPED LANDS AND ALLOWED LAND USES ON THIS MAP MAY BE CHANGED AT ANY TIME AT THE DIRECTION OF MONTE VISTA RANCHES AND EAGLE MOUNTAIN PROPERTIES. INQUIRIES CONCERNING THE EAGLE MOUNTAIN PROPERTIES MASTER PLAN SHOULD BE DIRECTED TO THE EAGLE MOUNTAIN CITY PLANNING OFFICE.

② INDICATES A PARK

③ INDICATES OPEN SPACE

④ NEIGHBORHOOD PARKS IN RESIDENTIAL ZONES SHALL BE DEDICATED AT THE RATIO OF 2.5 ACRES OF PARK FOR EVERY 400 RESIDENTIAL UNITS. (AS PER THE MASTER DEVELOPMENT AGREEMENT)

MCM ENGINEERING, INC.

CIVIL / STRUCTURAL / LAND SURVEYING

Customer: MONTE VISTA RANCHES LAND & RANCH

Drawn by: SKF

Approved by: MCM

Project no.: 06006

2:\06006 walden-masterplan amend\dwg\MASTERUPDATE.dwg 5/31/2007 2:56:22 PM MDT

REVISION DATE:	REVISED BY:	REVISION DESCRIPTION:
4-21-06	SKF	CHECKED/CHANGED ACRES
5-31-07	SKF	PLANNING COMMISSION RECOMMENDATIONS
12/1/07	SKF	EAGLE MOUNTAIN CITY REDUCES

PROJECT: MONTE VISTA RANCH, LC & EAGLE MOUNTAIN PROPERTIES, LLC - MASTER DEVELOPMENT - LAND USE MAP: EAGLE MOUNTAIN, UTAH

SHEET TITLE: 2006 AMENDMENT (PROPOSED IN 2006 APPROVED BY CC JUNE 19, 2007)

SHEET NO.: 1/1

EXHIBIT

2

- 2.4.2 Residential Zone: The Residential Zone establishes and defines the zoning regulations for the Residential Zoning District, including permitted, conditional and prohibited uses.
- A. The specific permitted and allowed uses in the Residential Zone include, but are not limited to, the following uses or similar uses:
- single family detached housing;
 - townhomes built side by side with or without zero side yard setbacks and platted as fee simple lots; townhomes built side by side with or without zero side yard setbacks and platted as multifamily lots;
 - multi-family dwellings including duplexes, apartments, townhomes, and condominiums; attached and detached condominiums;
 - mixed residential uses and combinations of the foregoing; mixed residential and neighborhood uses;
 - public or private recreational facilities;
 - public and private utility structures or facilities; public buildings including fire-stations, and similar municipal or utility facilities;
 - public and private parks and trails;
 - accessory uses and buildings of all the above;
 - churches, places of worship, public and private schools; and,
 - neighborhood commercial uses, provided that each neighborhood commercial parcel shall not be the predominant use in the project. Projects, developments, and buildings providing are a mixture of commercial and residential uses are permitted and allowed. Neighborhood commercial areas are intended to offer convenience and service to adjacent residential uses. The permitted, allowed and conditional uses in the neighborhood commercial areas include all permitted, allowed and conditional uses in the Commercial Zone. The prohibited uses in the neighborhood commercial areas are the same as those uses prohibited uses in the Residential Zone and the Commercial Zone.
- B. Additional permitted uses (including accessory uses and structures) shall include, but not be limited to, any permitted or similar use defined and permitted under Title I, Chapter 5 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), or amendments thereto (which is incorporated by reference herein);
- C. Conditional uses shall include, but not be limited to, (unless the same is allowed as a defined permitted use above) any conditional or similar uses as defined and allowed under Title I, Chapter 5 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), or amendments thereto (which is incorporated by reference herein);
- D. The following uses are prohibited uses: industrial uses as described in the Industrial Zone unless the same use is expressly permitted in this zone and sexually oriented business; prohibited uses defined in the Commercial Zone, and prohibited uses defined in the Airpark Zone.
- 2.4.3 Commercial Zone: The Commercial Zone establishes and defines the zoning regulations for the Commercial Zoning District, including permitted, conditional and prohibited uses. The Commercial Zone includes the sub-zones of Commercial C-1, Commercial C-2, Commercial C-3 (Town Square Commercial) sub-zones. If one Commercial sub-zone is adjacent to another Commercial sub-zone, the permitted uses in one sub-zone may extend into the other sub-zone not exceeding 25% of the adjoining sub-zones (based upon total acreage in the sub-zone) without

any requirement to have either one of the adjoining sub-zones re-zoned. The application of the permitted uses in the sub-zones shall be allocated and limited as follows.

A. The uses which are permitted and allowed within the commercial Zone, including the sub-zones, include, but are not limited to following and similar uses and facilities, including accessory and ancillary uses:

- banks and financial institutions;
- professional and business offices, office and business parks and campuses; single and multi-unit buildings, travel agencies;
- restaurants, cafes, fast food establishments, delicatessens, coffee shops;
- general and specialty retail service stores and establishments, in single store or multi-unit buildings;
- medical, dental, eye care, and health care offices and clinics;
- food and beverage sales, grocery stores;
- convenience stores,
- churches, cultural, social, fraternal, and religious clubs, halls, institutions;
- book and magazine stores; news stands; video sales & rental stores;
- theaters, movie houses, night clubs and lounges,
- laundry and dry cleaning establishments; self-service & coin operated Laundromats;
- dry goods, general retail merchandise, hardware stores,
- car rental agencies
- auto parts and gasoline service stations,
- car wash facilities, either stand-alone or in conjunction with another use;
- mailing and shipping stores; copy centers, business and office supplies and services facilities;
- public and private parks and recreational facilities;
- day care centers;
- shopping centers, including open and enclosed malls, and that include grocery stores, large retail anchor stores, and small to large retail stores in multi-unit buildings;
- food and event catering services; bakeries;
- parking garages;
- hotels, motels, and bed & breakfast facilities;
- all uses permitted, allowed or conditional uses in the Residential Zone
- mixed uses of the all the above and other uses similar to the above, (including drive-thru window operations for any of the foregoing); mixed uses of residential and commercial;

B. Additional permitted uses (including accessory uses and structures) shall include, but not be limited to, any permitted or similar use defined and allowed under Title I, Chapter 7 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), or amendments thereto, (which is incorporated by reference herein);

C. Conditional uses (unless the same is allowed as a defined permitted use above) shall include, but not be limited to, any conditional or similar uses as defined and allowed under Title I, Chapter 7 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), (which is incorporated by reference herein) or amendments thereto;

D. The following uses are prohibited uses: sexually oriented business; prohibited uses defined in the Airpark Zone.

2.4.3.1 Commercial C-1 Zone: Commercial C-1 Zone shall be for those buildings or units which do not exceed 15,000 square footage of interior floor area for any one single unit. Multi-unit buildings

and structures, with units being attached, enclosed, detached or with multiple stories, shall have no limitation on gross square feet of floor area of the building or structure, so long as no individual unit contained therein exceeds the foregoing interior square footage limitation. Permitted, conditional and prohibited uses are those uses defined in the Residential Zone and Commercial Zone. Prohibited uses shall be those uses prohibited and defined in the Commercial Zone.

2.4.3.2 Commercial C-2 Zone: Commercial C-2 Zone shall have no minimum or maximum limitation or requirement on the interior square footage floor area of single units, buildings, structures, or multi-unit buildings. Permitted, conditional and prohibited uses are those uses defined in the Residential Zone and Commercial Zone. Prohibited uses shall those uses prohibited and defined in the Commercial Zone.

2.4.3.3 Town Square Commercial (C-3): The Town Square Commercial C-3 Sub-Zone shall be for those buildings or units which do not exceed 10,000 square footage of interior floor area for any on single unit. Multi-unit buildings and structures, with units being attached, enclosed, detached or with multiple stories, shall have no limitation on gross square feet of floor area of the building or structure, so long as no individual unit contained therein exceeds the foregoing interior square footage limitation.

- Buildings will have no required minimum front, rear or sideyard setbacks and are allowed to be constructed to the lot-side edge of the sidewalk. The downtown commercial core individual blocks are allowed to be designed to have a perimeter of buildings facing out toward the interior street, with entrances at the front and rear, surrounding and interior common off-street area for parking.
- On street parking will generally only be allowed for loading, drop off, and temporary parking, with all normal parking being in the rear of buildings or served by off site and satellite parking. Requirements for off street parking shall not exceed 4 parking stalls per 1,000 square feet of building space. Each commercial core block shall only be required to include 60% of the required off-street parking contained in such block, and may use offsite, satellite, community or leased parking garages and other parking areas located in the zone to satisfy the additional parking requirements for the buildings. The parking capacity contained in the offsite and satellite parking areas shall be credited to satisfy the parking requirements of multiple buildings, and each parking stall contained in such offsite and satellite parking areas shall be deemed to satisfy 150% of the off-street parking requirements of the buildings contained in the town core blocks.
- Upper levels of commercial buildings may include either all permitted uses in the Town Core Commercial Sub-Zone or the Residential Zone, or a mixture of such uses.
- Business and commercial signs shall be allowed to be attached to the exterior surface of the buildings or be free standing. Exterior attached signs shall be allowed on the front and rear of each building. Neon or movable script and graphics oriented outward shall be allowed inside building windows. Attached neon script or graphic signs shall be allowed on the exterior of buildings. Except as limited above, the "General Sign Design and Specifications" provided below shall also apply;
- The permitted uses in the Town Square Commercial sub-zone include all the permitted or similar uses set forth in the Residential Zone and the Commercial Zone.
- Conditional uses (unless the same is allowed as a defined permitted use above) include, but shall not be limited to, any conditional or similar uses as defined and adopted as Ordinance

No. 0-02-2006 (dated January 24, 2006), (which is incorporated by reference herein) or amendments thereto;

- Prohibited uses shall be those uses prohibited and defined in the Commercial Zone.

2.4.4 Industrial Zone: The Industrial Zone establishes and defines the zoning regulations for the Industrial Zone, including permitted, conditional, and prohibited uses. The Industrial Zone, and is depicted on the Master Site Plan as the cross-hatched area.

A. The Industrial Zone includes all permitted uses contained in the Airport/Airpark Zone, and includes as permitted uses in the Industrial Zone, including, but not limited to the following and similar uses:

- heavy industrial, manufacturing, commercial and warehousing uses,
- concrete and asphalt plants, brick, stone and block manufacturing
- storage, sales and distribution facilities;
- freight operations including collection, sorting, and distribution centers for freight operations;
- animal processing facilities and cold storage facilities;
- vehicle wrecking yards, demolition facilities, recycling facilities;
- sexually oriented businesses;
- large distribution centers and other operations involving large scale heavy trucking and shipping facilities;
- flex-space combining office and warehouse and/or manufacturing facilities;
- medium to large scale warehouse stores,
- lumber and building material stores and warehouses;
- moving and storage facilities, self-storage and mini-warehouse facilities
- large gas, propane, natural gas, and fuel storage or distribution facilities;
- heavy truck depots and service facilities;
- municipal sewer and waste water plants;
- municipal power generation facilities;
- new and used car, truck, and heavy equipment sales, service and repair facilities;
- those uses which are defined as prohibited uses in the Airport/Airpark Zone.

B. Additional permitted uses (including accessory uses and structures) shall include, but not be limited to, any permitted or similar use defined and allowed under Title I, Chapter 8 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), or amendments thereto, (which is incorporated by reference herein);

C. Conditional uses (unless the same is allowed as a defined permitted use above) shall include, but not be limited to, any conditional or similar uses as defined and allowed under Title I, Chapter 8 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), (which is incorporated by reference herein) or amendments thereto;

D. The following uses are prohibited uses: uses which emit excessive noise, odors, smoke , or other pollutants; uses which exceed the height restrictions established by Jake Garn Airport Authority or the Federal Aviation Administration; uses which infer with or results in hazards, or potential hazards to aviation operations to or from Jake Garn Airport.

2.4.5 Airpark Zone: The Airport/Airpark Zone establishes and defines the zoning regulations for the Airport/Airpark Zoning District, including permitted and conditional uses. The Airport/Airpark Zone will encourage and permit a variety of uses including all related and ancillary aviation uses for the use and operation of the Airport and Airpark, including offices, business and commercial

uses, professional services, light industrial and manufacturing, warehousing, lodging, restaurants, retail uses, recreational uses, single and multi-family residential uses, sites with access to hangars and taxiways suitable for business and general aviation aircraft business park. In addition to the aviation related functions permitted in the Airport/Airpark zone, the design and development standards will encourage and permit a variety of uses to make the Airport/Airpark Zone a functional mixed use business environment offering a diversity of aviation, aviation support and ancillary uses, and non-aviation uses and services including the permitted uses described in the Residential and Commercial zones. All development within the Airport/Airpark Zone must comply with the height, boundary, anti-interference with aviation operations rules, and use restrictions of the Jake Garn Airport Authority and the Federal Aviation Authority requirements for runway and aviation protection.

A. Permitted uses in the Airport/Airpark Zone include, but are not limited to, the following and similar uses:

- aircraft sales, services and storage;
- aviation and aircraft design, engineering, manufacturing, repair, assembly and service operations or other aviation services
- avionics sales, repair, manufacturing and services;
- aircraft testing;
- aircraft hangar rentals and sales; condominium or cooperative hangars;
- air freight operations including collection, sorting, and distribution centers for air freight;
- fixed based operations, aircraft charters, pilot and flight training,
- flight schools;
- aerial tours, sightseeing and aerial photographic facilities;
- storage and dispensing of fuel and petroleum products;
- runways, taxiways, operation of radio, radar and other communication equipment including towers and antennas, radar installations; and all other ancillary and associated aviation uses as necessary for the use, operation and maintenance of the airport;
- all residential uses permitted or allowed in the Residential Zone;
- all Commercial uses permitted or allowed in the Commercial Zone;
- all Industrial uses permitted or allowed in the Industrial Zone so long as all such uses and operations occur and are contained solely within the permanent structure, less and except the prohibited uses defined below;
- research and developments uses, including medical or electronic assembly and manufacturing;
- wholesale trade, warehousing;
- flex-space combining office and warehouse and/or manufacturing facilities;
- light manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, packaging, and incidental storage of such products, including, but are not limited to, electronics, food, beverages, apparel, textiles, pharmaceuticals, household appliances and plastics;
- internet services and facilities, call and service centers, telecommunication facilities (so long as the same does not interfere with aviation operations);
- retail establishments including restaurants, department stores, furniture outlets, grocery stores, food and beverage sales, convenience stores, cafes, fast food establishments, delicatessens, coffee shops;
- theaters, movie house, lounges, night clubs;

- laundry and dry cleaning establishments; self-service & coin operated Laundromats;
- car rental agencies;
- auto parts and gasoline service stations, (including drive-thru window operations for any of the foregoing);
- automobile repair and accessories facilities so long as the majority of repair activities occur within a structure;
- parking garages;
- mailing and shipping stores; copy centers, business and office supplies and services facilities;
- travel agencies;
- day care centers;
- professional and business offices;
- banks and financial institutions with or without drive through windows;
- office and business parks;
- shopping centers that include grocery stores and large retail stores;
- food and event catering services; bakeries;
- general retail services in multi-unit buildings;
- self storage and mini-storage units;
- mixed uses of residential and commercial including small scale retail, service commercial, or offices;
- equipment rental services;
- home Businesses;
- motels and hotels, bed & breakfast, tourist courts, transient and guest lodging; RV parks;
- Commercial recreation facilities including golf courses, bowling alleys, spas and health clubs, and gymnasiums;
- Hospitals, out-patient clinics, diagnostic centers, health clinics and health care facilities;
- Residential therapeutic or rehabilitative facilities for injured, elderly, infirm, or disabled;
- Social religious, cultural, social, or fraternal clubs and meeting halls;
- Convention facilities;
- Public or private schools; libraries; Public and private Parks;
- Municipal, governmental and institutional uses;
- Fire stations and emergency response facilities; and public and private utility structures or facilities.

- B. Additional permitted uses (including accessory uses and structures) shall include, but not be limited to any permitted or similar use defined and allowed under Title I, Chapters 7 and 9 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), or amendments thereto (which is incorporated by reference herein);
- C. Conditional uses (unless the same is allowed as a defined permitted use above) shall include, but not be limited to, any conditional or similar uses as defined and allowed under Title I, Chapters 7 and 9 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), or amendments thereto, (which is incorporated by reference herein);
- D. Prohibited uses in the Airport/Airpark Zone include: include concrete and asphalt plants, brick, stone and block manufacturing facilities; animal feed lots, slaughter, rendering and processing facilities; vehicle wrecking yards, demolition facilities, recycling facilities; sexual oriented businesses; uses which exceed the height restrictions established by Jake Garn Airport Authority or the Federal Aviation Administration; uses which infer with or result in hazards, or potential hazards to aviation operations to and from Jake Garn Airport.

- 2.4.6 Resort Mixed Use Zone: The Resort Mixed Use Zone establishes and defines the zoning regulations for the Resort Mixed Use Zoning District, including permitted, conditional and prohibited uses. Permitted uses include all those contained in the Residential Zone and the Commercial Zone.
- A. Additional permitted uses (including accessory uses and structures) shall include, but not be limited to, any permitted or similar use defined and allowed under Title I, Chapter 5 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), or amendments thereto, (which is incorporated by reference herein);
 - B. Conditional uses (unless the same is allowed as a defined permitted use above) shall include, but not be limited to, any conditional or similar uses as defined and allowed under Title I, Chapter 5 of the Eagle Mountain City "Development Code" adopted as Ordinance No. 0-02-2006 (dated January 24, 2006), (which is incorporated by reference herein) or amendments thereto.
 - C. The following uses are prohibited uses: Those uses which are defined and prohibited in the Residential Zone and Commercial Zone.

Fwd: Rezoning Item - Recommended Change for 59:007:0026**Erin Lee Wells** [REDACTED]

Sun 8/18/2024 11:06 PM

To: Mayor <Mayor@Emcity.org>; Donna Burnham <dburnham@Emcity.org>; Melissa Clark <mclark@emcity.org>; Jared Gray <jgray@emcity.org>; Rich Wood <rwood@emcity.org>; Brett Wright <BWright@emcity.org>
Cc: Steve Mumford <SMumford@Emcity.org>; Fionnuala Kofoed <fkofoed@Emcity.org>; Robert Hobbs <rhobbs@emcity.org>; Brandon Larsen <blarsen@emcity.org>

Caution! This message was sent from outside your organization.

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Mayor and City Council,

I understand you are discussing the Eagle Mountain Properties Rezone on Tuesday in anticipation of it being approved at a future date. I am unable to attend the meeting due to my own City Council meeting, but wanted to pass along a few thoughts.

First, I would request that the parcel 59:007:0026 owned by LAKE MOUNTAIN DEVELOPMENT LLC and listed as #2 in the map attachment be rezoned as Rural Density 1 (RD1) instead of the Rural Density 2 (RD2) zoning originally recommended by staff. I outlined my thoughts why I believe this should be the case in the email I originally sent to the Planning Commission (see the detail below). The short version of the email is that all of the existing and planned properties immediately surrounding this piece are 1 acre plus and as such I believe it makes sense from a logical sense to do RD1 (1 acre minimum) in this area. This also aligns with our transition code. I appreciate that the Planning Commission heard my concerns and did in fact recommend RD1. I just would like to encourage you to keep their recommendation on this property.

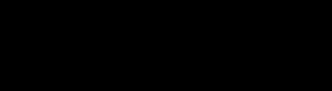
I further learned in the Planning Commission meeting this past week that Ms. Walden is in the beginning stages of planning to develop this and other properties owned under this Lake Mountain LLC. The densities they are proposing on this particular piece are Neighborhood Residential 1 and 2 which are 5 and 10 units to the acre respectively. I know that now is not the time to share concerns about this as it is a proposal that I don't believe you have formally seen yet. But, I will watch for this to come through and certainly will share concerns then if the proposal remains the same. Ultimately, I hope that Council continues to preserve that area of Lake Mountain Road as large agriculture type lots as there are relatively few of those in our community. Further, the City's transition zone does not at all align with their request. Like I said, though, it's a fight for another day. :)

One last thing I would encourage you to consider with these rezones. I believe all of the properties that are listed in the General Plan as Parks and Open Space were recommended to be the Agriculture Zone. If we do want those parcels to be parks, I would instead recommend them be zoned as one of the parks and open space zones. I think we all tend to assume AG is a safe zone, but it appears based on an earlier discussion in that planning meeting that there are more allowed uses in the AG zone than the City may truly be comfortable with such as solar farms. As such, it may not be as "safe" as we believe and if we intend for those areas to be parks or open space, why not just zone them that way now. Truthfully, this is not a topic I feel as well versed in. I just spoke with another resident who brought it up at that meeting, and I thought she made some good points.

Thank you Council for taking the time to read this. I appreciate all you do for our community. Feel free to reach out via email or phone if you would like to discuss anything further.

Best Regards,

Erin Lee Wells



----- Forwarded message -----

From: **Erin Lee Wells** 

Date: Mon, Aug 12, 2024 at 11:01 PM

Subject: Rezoning Item - Recommended Change for 59:007:0026

To: <planningcommission@emcity.org>

Cc: Robert Hobbs <rhobbs@emcity.org>, Steve Mumford <smumford@emcity.org>, Steven Lehmitz <slehmitz@emcity.org>, Fionnuala Kofoed <fkofloed@emcity.org>

Eagle Mountain Planning Commission,

I am writing to you regarding Item 7F, Eagle Mountain Properties - Rezone that is on your agenda tomorrow night.

First of all, may I say kudos and congratulations to you and staff for having this item on the agenda. I was able to serve on the Planning Commission a couple of years ago and it was a topic of conversation then. I also work in City government in a different municipality and understand what a large effort it is to bring something like this forth.

I do have a concern with one property in particular on the list. Namely parcel 59:007:0026 owned by LAKE MOUNTAIN DEVELOPMENT LLC and listed as #2 in the map attachment in the Planning Commission packet. In full disclosure, the property in question is directly north and east of the property my home sits on and so I have a vested interest in its zoning. Rather than the Rural Density 2 (RD2) zoning that is being contemplated, I would recommend that it be rezoned as Rural Density 1 (RD1) for reasons I will articulate below.

First, just to make sure we're on the same page in terms of definitions and current code, the General Plan lists this property as Agricultural/Residential Density 2 which per City code [17.60.160](#) could be zoned as either RD2 or RD1. City Code [17.25.020](#) defines the minimum lot size for RD1 as 1 acre and RD2 as 0.5 acres. Finally, [17.60.150](#) the lot size transitioning code requires that any property between 1 and 3.99 acres in size have a transition lot next to it of 1 acre minimum.

As you may know, the properties along the gravel/dirt part of Lake Mountain Road are large agriculture type lots. Every existing residential property north of the property in question and south of the Glenmar subdivision is a minimum of 2 acres in size, with most being over 5 acres in size. Historically our City leadership has shown a desire to preserve the relatively small number of large agriculture type lots we have in the City and I appreciate that preservation as I feel it adds to the overall feeling of open spaces that Eagle Mountain values. Thus, a RD1 zone in this area with a minimum of 1 acre continues with that feeling and overall area lot sizes.

Further, when you look specifically at the undeveloped properties that surround this property, all of the lots are currently planned to be 1 acre plus. The [Sunset Flats Master Plan](#) that will be immediately to the north and west of this property has 1-2 acre parcels to the west and 2+ acre parcels to the north. Thus based on the transition code, the lots on the property in question will need to be 1 acre sized lots anyway.

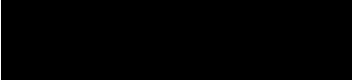
Finally, my property that is immediately south and west of the property in question will soon be nearly 1.6 acres in size. (I'm the "small" property on Lake Mountain Road). While parcel maps shows our property is currently a little over 1 acre, we have purchased a little over 0.5 acres from our neighbors to the south and as Steven Lehmitz in the planning department can attest to, I have been working for the City on a lot line adjustment to join those two pieces together. As a part of our lot line adjustment, the City had us put on the Record of Survey that our property was zoned RD1. Because of our property's zoning, size, and the lot size transitioning requirements, it again makes sense for the property in question to be RD1 as well.

I hope my reasons articulated above make sense. If you have any questions or would like to discuss the matter further, please feel free to reach out via email or by phone (number listed below). I also hope to come to the meeting tomorrow night to share this information in the Public Hearing in case any of you have questions or don't have a chance to read my email before then.

Thank you for your service on the Planning Commission. I appreciate residents who are willing to put in time and effort to work with staff to keep our City great.

Best Regards,

Erin Lee Wells





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2024**

TITLE:	UPDATE - Legislative Priorities List
ITEM TYPE:	Communication Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
N/A	N/A

PUBLIC HEARING

No

PREPARED BY

Clifford Strachan, Director of
Legislative Affairs

PRESENTED BY

Clifford Strachan

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:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Legislative Priorities List Update
2. Legislative Priorities List

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
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	In Progress	9/30/2024	8/28/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP in 2023. Staff has brought this discussion to the Council twice this summer. Staff is preparing a draft policy, application, and procedures.
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	In Progress	4/30/2024	8/28/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in September. We have an update ready to go. This is going to the Council on 9.3.24.
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	In Progress	3/31/2024	8/28/2024	This item received a public hearing and was tabled on 2/6/2024; going to Council on 9.3.24.
General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	In Progress	8/31/2025	8/28/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Our next step for the GP is prepping the Future Land Use Map update. We have a breakout map exercise with members of Council and PC planned for August 19th to get initial comments on current and potential adjustments to the Future Land Use Map designations. A joint Council/PC public meeting will occur approximately on 9.19.24. Staff has also begun preparing a draft outline.
General Plan Update	Survey Data and Outline to the City Council	High Priority	In Progress	6/30/2024	8/28/2024	The survey is out to residents and we have over 1100 responses so far. Staff will meet with the consultant on Aug 20th to get a first look at survey results. Staff plans to show results to the Council at a joint meeting with Planning Commission on approximately 9.19.24.
General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	In Progress	9/30/2024	8/28/2024	Our next step for the GP is prepping the Future Land Use Map update. We had a breakout map exercise with members of Council and PC on August 19th to get initial comments on potential adjustments to the Future Land Use Map designations. A joint Council/PC public meeting will occur approximately on 9.19.24.

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
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	8/14/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc. Strategy discussion held with Council on 6/18/24. Surveying a preferred property is next.	5/16/2023	City Manager			X		X		
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	Schedule	In Progress	7/16/2024	8/6/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. Staff is ready to present the topic for discussion.	8/15/2023	Draper							
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Do	In Progress	9/30/2024	8/28/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP in 2023. Staff has brought this discussion to the Council twice this summer. Staff is preparing a draft policy, application, and procedures.	1/3/2023	Strachan							
2024.003	14	Status Report on Master Plans	Per EMMC 2.19.030.J, provide periodic city council review of the prioritess and implementation strategies of the city's master plans. A discussion at the annual strategic planning meeting is also recommended.	Secondary Priority	Schedule	In Progress	9/30/2024	7/16/2024	Staff reported on the status of master plan reviews on 7/2/2024; the CC requested this item be added to the Legislative Priorities List for periodic status updates.	7/16/2024	Strachan		X		X			
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	8/14/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. Staff plans to bring the report to the Council in September.	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	Do	Long Horizon	<2030	5/14/2024	Mid-Valley / Hidden Valley road study and additional funding for Airport road was approved by MAG on 2/1/24. In May, Utah Transportation Commission approved \$553M funding for the Mountain View Corridor from Cory Wride Fwy to 2100 North (2029); \$459M for the Cory Wride Fwy from Ranches Parkway to Mountain View Corridor (2029); and projects making it easier to cross Lehi and Saratoga Springs (2025 & 2026). Work is already happening on MVC at 2100 N but the timing of other projects is to be determined.	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	In Progress	7/30/2024	8/14/2024	Staff have obtained feedback from stakeholders. Next is an RFP for a consultant to update the plan.	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	In Progress	12/31/2024	6/10/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023.	1/3/2023	Mumford					X		

Legislative Priorities List																			
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement	
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	4/30/2024	8/28/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in September. We have an update ready to go. This is going to the Council on 9.3.24.	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	8/28/2024	This item received a public hearing and was tabled on 2/6/2024; going to Council on 9.3.24.	5/16/2023	Larsen						X		
2024.001 (was 2023.003)	22	General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	Do	In Progress	8/31/2025	8/28/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Our next step for the GP is prepping the Future Land Use Map update. We have a breakout map exercise with members of Council and PC planned for August 19th to get initial comments on current and potential adjustments to the Future Land Use Map designations. A joint Council/PC public meeting will occur approximately on 9.19.24. Staff has also begun preparing a draft outline.	5/16/2023	Larsen		X			X			
2024.001a	22	General Plan Update	Survey Data and Outline to the City Council	High Priority	Do	In Progress	6/30/2024	8/28/2024	The survey is out to residents and we have over 1100 responses so far. Staff will meet with the consultant on Aug 20th to get a first look at survey results. Staff plans to show results to the Council at a joint meeting with Planning Commission on approximately 9.19.24.	3/6/2024	Larsen								
2024.001b	22	General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	Do	In Progress	9/30/2024	8/28/2024	Our next step for the GP is prepping the Future Land Use Map update. We had a breakout map exercise with members of Council and PC on August 19th to get initial comments on potential adjustments to the Future Land Use Map designations. A joint Council/PC public meeting will occur approximately on 9.19.24.	3/6/2024	Larsen								
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	8/14/2024	Start in October.	4/2/2024	Larsen								
2024.001d	22	General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Schedule	Not Started	10/31/2024	3/21/2024	Future	3/6/2024	Larsen								
2024.001e	22	General Plan Update	Part 2 (Land use, Transportation, Open Space, Environment)	Secondary Priority	Schedule	Not Started	1/31/2025	3/21/2024	Future	3/6/2024	Larsen								
2024.001f	22	General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Schedule	Not Started	4/30/2025	8/14/2024	Some initial work has begun on this section to prepare an outline.	3/6/2024	Larsen								
2024.001g	22	General Plan Update	Part 4 (Plan Administration, Best Practices, Appendices)	Secondary Priority	Schedule	Not Started	6/30/2025		Future	3/6/2024	Larsen								
2024.001h	22	General Plan Update	Review and approve General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025.	Secondary Priority	Schedule	Not Started	7/31/2025	3/21/2024	Future	3/6/2024	Larsen								
2024.001i (was 2023.028)	22	GP Full Build Out Scenarios	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Secondary Priority	Schedule	Not Started	12/31/2024	3/28/2024	Not started. This item will be evaluated further by staff.	4/2/2024	Larsen Trusty		X						

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2024.001j (was 2023.023 & 2023.049)	24	GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future	High Priority	Do	In Progress	12/31/2024	8/1/2024	Psomas has been hired to do this element. Work will begin in the late summer/early fall.	4/2/2024	Larsen			X		X	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	5/31/2024	8/14/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. It was discussed and tabled at the June 18 meeting. Staff will consult with Council members on needed changes. Staff will bring this back to the Council in October, after the EMP/Ranches rezones have been given a final decision.	5/16/2023	Larsen					X		
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	On Hold	4/30/2024	5/14/2024	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code. Staff will resume exploring this issue now that the 2024 regular legislative session has concluded.	5/16/2023	Larsen					X		
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	6/30/2024	8/1/2024	This has been assigned to a planner and the research/drafting process will resume.	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	6/30/2024	8/15/2024	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 finished cataloging, is reviewing and resolving encroachments, and categorizing all the open space by function.	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		4/30/2024	Staff believed that the Legislature would address this issue, but did not. Staff will review.	10/3/2023	Larsen					X		
2023.009	23	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	High Priority	Do	In Progress	6/30/2024	7/19/2024	The consultant, Galloway, presented the draft plan to the Council for discussion on May 21.	5/16/2023	Weber			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	8/14/2024	A report will include proposed upgrades to the system and where it can be implemented. Report was expected in June, now July. This project has been delayed due to the City's reuse application to the state being rejected. The report has been resubmitted and although we do not have an approved reuse permit, we are moving forward with the reuse plan and expect it to be completed late October/ early November. Currently Parkway Fields is installing purple pipe for use in their subdivision.	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	5/30/2024	Contractor is on site.	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	In Progress	12/31/2025	8/1/2024	Civil Science has been awarded the design contract for this project. Completion is expected by fall 2025.	5/16/2023	Trusty			X		X		

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
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	8/14/2024	City has issued an RFP in expectations of adoption by MAG. Staff will be bringing an interlocal agreement for the funding for the funding of this project between EMC and MAG.	8/15/2023	Trusty			X		X		
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	Secondary Priority	Schedule	In Progress	6/30/2024	5/30/2024	The council wants clarity to the parking code and become the land use authority. Engineering is collaborating with Planning to move this forward.	8/15/2023	Trusty			X				
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	8/13/2024	Public Works selected OpenGov - Cartegraph software for asset management. PW staff are currently adding their assets to the program. Preliminary work has begun on a draft capital asset policy.	5/16/2023	Ruesch Hickman			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	8/14/2024	All school zones have been freshly painted. Possible new locations will warrant crossing guards; city staff will be monitoring as school starts. Silverlake, Blackridge, Mountain Trails, and Eagle Valley Elementary Schools will be a focus for evaluation (UDOT formula).	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
Proposed																		
2024.002		Matching Grant Program for Neighborhood/Parks Improvements	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	Proposed	-	-		4/16/2024	A program was established in 2016, funded with \$1M. The program fell into disuse by 2020. Council discussed this item and determined to not adopt move forward at this time.		Strachan Hickman							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.									
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	
2023.029	21	Master Plan Process	Council members want to know how they can be involved in the city infrastructure master plan process.	Proposed	-	-		7/2/2024	Write a memo; 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	-	-		2/13/2024	Dashboard for Economic Development is live, but going through some updates. Dashboard that includes more data from OpenGov is pending final rollout to Building Department 7/18/2024.		Mumford Berrett					X		

Legislative Priorities List																			
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
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 Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.			Mumford					X		
2023.016	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		
Completed																			
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	Delete	Completed	12/31/2024	8/20/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024. The city does not assess impact or other fees for ADUs. The city's Consolidated Fee Schedule was updated to reflect this policy.	8/15/2023		Mumford							
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	High Priority	-	Completed	5/16/2024	5/7/2024	If a local mobile business owner needs a license, we will issue it as a normal business license; but state law requires us to honor other instate business licenses. There is no action required.	5/16/2023		Larsen					X		
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinal Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure proposed land uses within a certain distance of military land are compatible with military uses.	High Priority	-	Completed	4/30/2024	4/16/2024	The Council adopted code amendments based on 2023's HB265 and 2024's HB 256 Military Compatible Land Use Amendment.	5/16/2023		Larsen					X		
2023.006	22	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	-	Completed	3/31/2024	4/2/2024	Adopted with amendments.	5/16/2023		Larsen						X	
2023.003a	22	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referrable but no changes are needed to the code.	High Priority	-	Completed	3/19/2024	3/7/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot line adjustment item was presented and adopted on 3/6/2024.	5/16/2023		Larsen					X		
2023.002	22	Zoning Map Update	Update the city's zoning map(s).	High Priority	-	Completed	2/20/2024	2/20/2024	Staff presented and the CC adopted the new zoning map which was demonstrated electronically. Staff is expected to maintain the map going forward.	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						
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat.	High Priority	-	Completed	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023		Draper					X	
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	-	Completed	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023		Maffitt			X			
2023.007	14	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	-	Completed	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023		Strachan						
2023.004	22	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing standards. See also 16.35.090.	Secondary Priority	-	Completed	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023		Larsen				X		
2023.001	21	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174.	High Priority	-	Completed	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. On 10/3/2023 added an effective date.	5/16/2023		Mumford				X		
2023.034	24	Water Conservation Issues	Adjust water rates to save for infrastructure needs.	High Priority	-	Completed	1/31/2024	10/3/2023	Rate changes to cover operations and maintenance were approved 9/19/2023.	5/16/2023		Trusty		X				
2023.027	14	Second Class City Requirements	What needs to be done? When?	Secondary Priority	-	Completed		10/3/2023	Provided a memo listing requirements and trigger for changes.			Strachan				X		



Tentative Upcoming Agenda Items for City Council Information

Development Projects

- Allgood Plat Amendment
- Belle Street Seminary Building Site Plan
- Cedar Corners Phase 5
- The District Eagle Mountain Commercial Master Site Plan & Preliminary Plat
- Dutch Bros Site Plan
- Firefly IFFP/IFA - Water, Sewer, Transportation, and Storm Drain
- Garner Farms Concept Plan
- Granite Credit Union Site Plan
- JDH Smith Concept Plan
- The Ranches Rezone
- Rose Ranch Rezone and Master Development Plan
- Strides Site Plan

Code Amendments

- Drive-Thru Regulations
- Historic Zones
- Livestock Housing Setbacks
- Off-Street Shared Parking Agreements for Non-Single Family
- Residential Zoning Definitions
- Right-of-way Illustrations
- Transfer of Density Rights

Other Items

- Commercial Water Rights Requirements
- City Brand & Marketing Playbook Amendments
- Amended/Restated Rodeo Grounds Lease Agreement with Pony Express Events
- Strategic Planning Retreat/Conference
- Consideration of a Demonym
- Local Building Authority meeting (to adopt bylaws)
- Mortgage Assistance Program
- General Plan Update Survey Presentation

Please note all items are tentative and are subject to change.