



REGULAR MEETING AGENDA
Mapleton City Council Meeting
Wednesday, May 7, 2025 at 6:00 p.m.
Mapleton City Council Chambers
125 W 400 N, Mapleton, UT 84664

CALL TO ORDER—INVOCATION- PLEDGE OF ALLEGIANCE

MAYOR'S COMMENTS:

PUBLIC FORUM: Members of the audience may bring to the attention of the Mayor and Council any item that is not on the agenda. Please sign in. Speakers are generally given two to three minutes, at the discretion of the Mayor to address the Council. State law prohibits the Council from acting on items that do not appear on the agenda. **The Mayor reserves the right to amend the order of the agenda items and to delete items no longer required for consideration.**

CONSENT AGENDA: Items on the consent agenda are routine in nature and do not require discussion or independent action. Members of the Council may ask to remove any items from the consent agenda to be considered individually. Unless that is done, one motion may be used to adopt all recommended actions. If the public has questions or comments regarding the consent agenda, please contact staff prior to the meeting.

1. Approval of City Council meeting minutes- April 9, 2025
2. Consideration of a Resolution to approve the proposed leveling course bid from Eckles Paving for Slant Road and East 1600 North. *Rob Hunter, Public Works Director/City Engineer*
3. Consideration of a Resolution to amend the boundaries of a conservation easement in the South Hollow subdivision. *Sean Conroy, Assistant City Administrator/Community Development Director*
4. Consideration of a Resolution to award the 2025 Cross City Overlay project to Black Forest Paving. *Rob Hunter, Public Works Director/City Engineer*
5. Consideration of a Resolution to approve the 2025 HA5 High Density Mineral Bond contract with Holbrook Asphalt. *Rob Hunter, Public Works Director/City Engineer*
6. Consideration of a Resolution entering into a Memorandum of Understanding between Utah County Sheriff's Office and Mapleton City regarding the retention of evidence in misdemeanor cases. *Camille Brown, City Recorder*
7. Consideration of a Resolution entering into an Interlocal Agreement between Nebo School District and Mapleton City. *Cory Branch, City Administrator*

PUBLIC HEARING ITEMS:

8. Consideration of an Ordinance to apply a Transferable Development Right Receiving Site Overlay (TDR-R) to an existing 2-acre parcel located at 1575 South 1000 East. *Sean Conroy, Assistant City Administrator/Community Development Director*
9. Consideration of an Ordinance amending Mapleton City Code (MCC) Title 18 regarding standards for residential accessory buildings. *Sean Conroy, Assistant City Administrator/Community Development Director*

DISCUSSION ITEM:

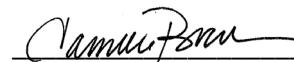
10. A discussion item to review development options for approximately 55 acres of land located at approximately 200 West and 2800 South. *Sean Conroy, Assistant City Administrator/Community Development Director*

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

ADJOURNMENT FROM REGULAR SESSION

CLOSED MEETING:

Mapleton City Council may adjourn the regular meeting and convene into a closed session pursuant to §52-4-205, as provided by Utah Code.



Camille Brown, City Recorder

The public is invited to participate in all Mapleton city council meetings. This meeting will also be streamed via You Tube at Mapleton City Meetings. There will be no public comment via You Tube viewing. The link for the meeting is: <https://www.youtube.com/channel/UCx8-QGmCOXWQOsZq8pGYrsAgendag>

THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24 HOURS NOTICE

A copy of the agenda was posted at the City Offices April 30, 2025, at 4:00 pm also delivered to the Mayor, City Council members. In compliance with the Americans with Disabilities Act, the city will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at 801-806-9106 at least three working days prior to the meeting.

City Council Staff Report

Date:

May 7, 2025

Applicant:

Mapleton City Public Works

Location:

Citywide

Prepared By:

Rob Hunter, City Engineer/
Public Works Director

Public Hearing:

No

Attachments:

Eckles Bid Proposal
Project Map

REQUEST

Approve the contract with Eckles Paving for the bid proposal of \$98,227.35 for the leveling courses on Slant Road and E 1600 North.

BACKGROUND & DESCRIPTION

In July 2016 the City Council adopted a Road Utility Fund to be assessed for road maintenance projects. In addition to this fund, the City receives Class C road funds from the State for roadway improvements for City streets. It is the responsibility of the Public Works Director to allocate these funds to ensure the city street network is maintained and preserved in order to avoid the premature need of costly roadway reconstruction.

In February, Public Works presented a pavement maintenance plan to the City Council. As part of that plan, Public Works indicated that miscellaneous repair such as patching, leveling, painting, and crack seal would be required in addition to larger maintenance projects such as HA5, microseal, and mill & overlay. The overall 2025 estimate presented to the Council for these miscellaneous repairs was \$400,000.

In February, the City Council approved this summer's microseal project. Prior to microsealing Slant Road and E 1600 North, a leveling course is needed over uneven surfaces on those streets (see attached map).

EVALUATION

Due to the time constraints for the leveling course prior to microseal, a full public bid was not held. This is allowed by State law for awarding small roadway projects. This year, small roadway projects are those under ±\$362,250 (increases every year by the construction cost index).

Public Works contacted 3 qualified asphalt contractors in a simplified bid process. Eckles Paving's bid proposal (attached) was 6.4% less than Geneva Asphalt's bid proposal. The third asphalt contractor Public Works contacted failed to submit a bid. Therefore, Public Works is recommending Eckles Paving be awarded the leveling course project, consistent with State law for small roadway projects. The proposal leaves 75% of the 2025 miscellaneous repair budget for other miscellaneous repairs such as patching, painting, and crack seal.

RECOMMENDATION

Approve the contract with Eckles Paving for the bid proposal of \$98,227.35 for the leveling courses on Slant Road and E 1600 North.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO APPROVE THE PROPOSED LEVELING COURSE BID OF \$98,227.35 FROM ECKLES PAVING

WHEREAS, the City Council values and prioritizes well-maintained City street; and

WHEREAS, the City has a Road Utility Fund created specifically for the maintenance and preservation of City streets; and

WHEREAS, the Class C Road funds are also available to fund road maintenance projects; and

WHEREAS, leveling courses are needed on sections of Slant Road and E 1600 North, and Eckles Paving submitted the lowest bid for the work; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, that: the City approves the contract with Eckles Paving for the bid proposal of \$98,227.35 for leveling courses on Slant Rd and E 1600 North.

This resolution adopted this 7th day of May, 2025, by the City Council of Mapleton City, Utah.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder

COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumision Construction L.C.

DBA Eckles Paving

P.O. Box 68

Springville, Utah 84663

Jordan's Cell Phone 801-836-7133

Phone 801-225-3715

Buyer/ Rep. Justin Diamond- Mapleton City
 Billing Address _____
 City, State, Zip _____
 Phone Number 801-360-4205
 E-MAIL jdiamond@mapleton-ut.gov

Bid Proposal Date: 3/31/2025
 Project Address Slant Rd & 1600 N
 City, State, Zip Mapleton UT
 Name Of Owner _____
 Job # JB25122

Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "**Company**"), will furnish the materials and services described herein (collectively, the "**Services**") to the person indicated above ("Buyer") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "**Terms and Conditions**." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

<u>Description of Work</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Estimated Totals</u>
<u>Slant Rd</u>				
Leveling Coarse- Clean off debris / Apply tack coat / Pave average 1.5" thick asphalt overlay (1/2" APWA 5828 75ND 15% RAP)	41359	SF	@ \$ 1.17	\$ 48,390.03
<u>1600 N</u>				
Leveling Coarse- Clean off debris / Apply tack coat / Pave average 1.5" thick asphalt overlay (1/2" APWA 5828 75ND 15% RAP)	42596	SF	@ \$ 1.17	\$ 49,837.32
			TOTAL	\$ 98,227.35

**NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted.
(ESTIMATE DOES NOT INCLUDE TRAFFIC CONTROL)**

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a pro-rated basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, ride spec grinding, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes and any similar taxes, duties and charges of any kind imposed by any governmental

ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges or any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by _____ Authorized Representative

Jordan Buys, Estimator

Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name

Buyer/Agent

Signature

Date

Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

BUYER OBLIGATIONS. Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

PROJECT PLANS/SPECIFICATIONS. To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

OPTION TO SUBCONTRACT. Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

CHANGES. Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

DELAYS. The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

UTILITIES. Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

PREMISES. Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. **BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.**

TIME OF PERFORMANCE. Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

PERMITS. The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

LIMITED WARRANTY. Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement ; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

CONCRETE WARRANTY. Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

LIMITATION OF LIABILITY. WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

SITE CONDITIONS. The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

ADA COMPLIANCE. The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

WATER. Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

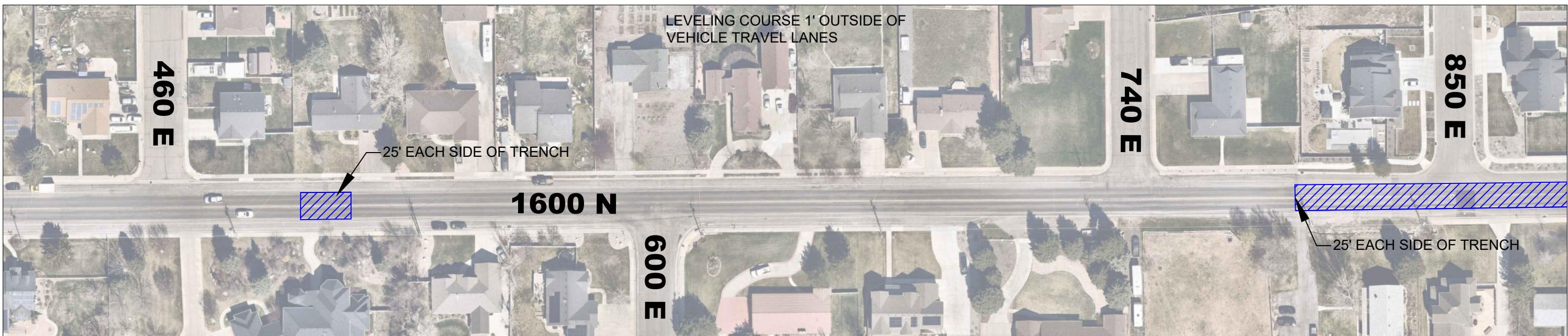
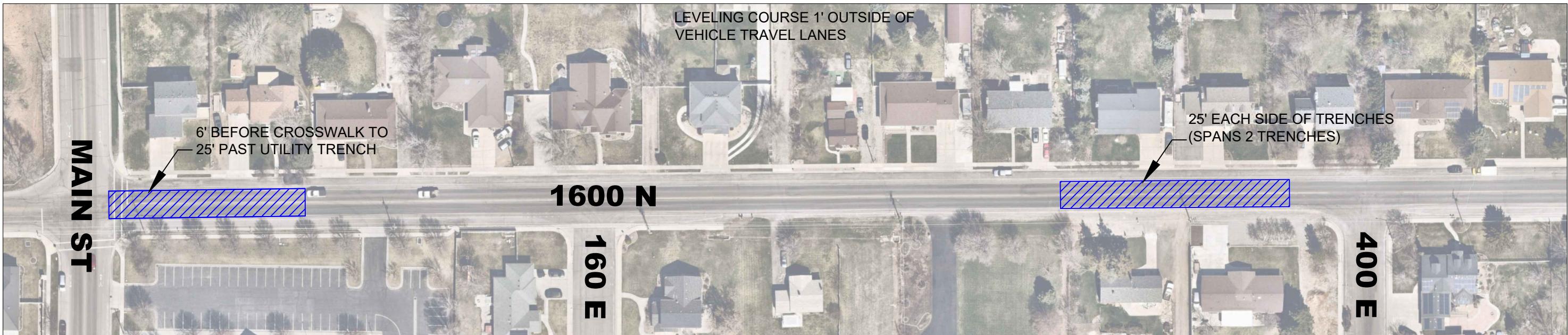
NONSOLICITATION. During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

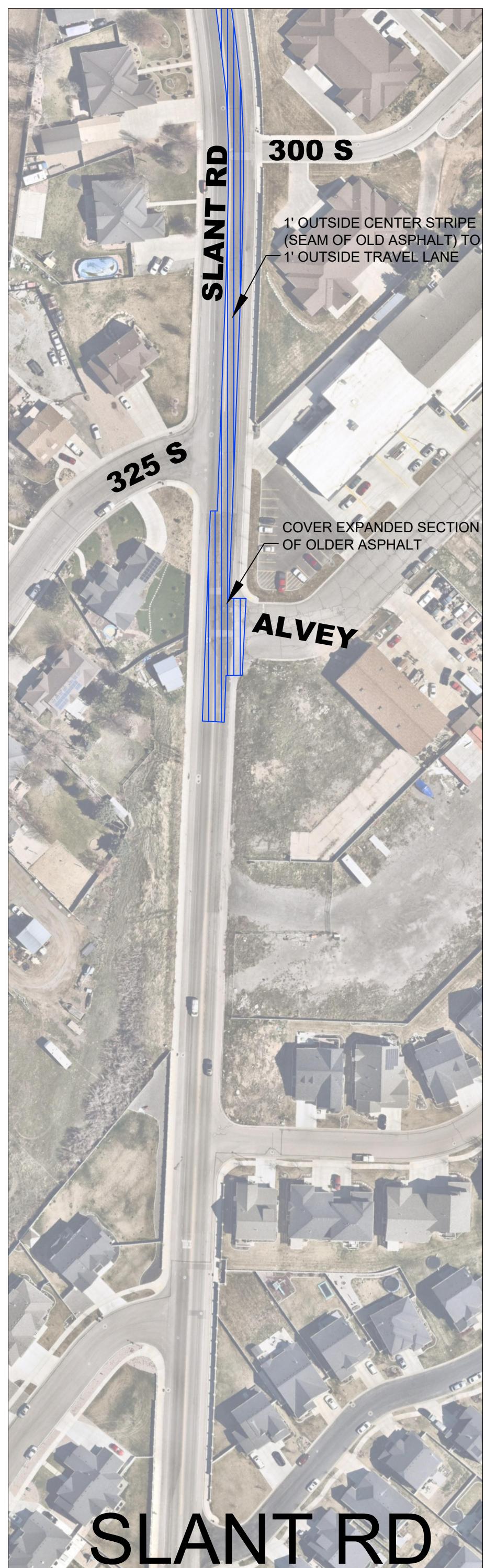
PUBLICITY. The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

NO MODIFICATION. Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

GENERAL PROVISIONS. All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

PROJECT PLAN







City Council Staff Report

Date:

5/7/2025

Applicant:

Benjamin Hardy

Location:

2101 W 325 S

Prepared By:

Sean Conroy, Community
Development Director

Public Hearing:

No

Attachments:

1. Application information.
2. Conservation easement.

REQUEST

Consideration of a Resolution to amend the boundaries of a conservation easement in the South Hollow subdivision.

BACKGROUND & DESCRIPTION

The South Hollow subdivision was recorded in 1999. The subdivision included a 15 acre open space parcel that surrounded the subdivision and included a conservation easement. The open space parcel is owned by J3 Investments LLC. The applicant owns a ½ acre lot in the South Hollow subdivision as well as a 16,000 square foot triangular shaped remnant parcel located just south of the open space. The remnant parcel is not subject to the conservation easement.

The applicant is proposing a boundary line adjustment to be able to combine the remnant parcel with his lot in South Hollow. The boundary line adjustment would include some give and take between the applicant's property and the open space property resulting in no net loss in open space.

The boundary adjustment can be approved at the staff level but the changes to the boundaries of the conservation easement requires City Council approval. Staff supports the request as it would make the applicant's property more useable and would not result in a reduction of open space.

RECOMMENDATION

Approve the request to amend the boundaries of the conservation easement.

RESOLUTION NO. 2025-

Consideration of a Resolution to amend the boundaries of a conservation easement in the South Hollow subdivision.

WHEREAS, the South Hollow subdivision was recorded in 1999 and included a conservation easement covering approximately 15 acres of open space; and

WHEREAS, the applicant owns a ½ acre lot in the South Hollow subdivision as well as a 16,000 square foot triangular shape remnant parcel located just south of the open space; and

WHEREAS, the applicant and the owner of the open space parcel are proposing to adjust the boundaries of their property requiring an adjustment to the conservation easement with no net loss in open space.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to amend the boundaries of a conservation easement as described in exhibit "A".

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH,

This 7th Day of May, 2025.

Dallas Hakes
Mayor

ATTEST:

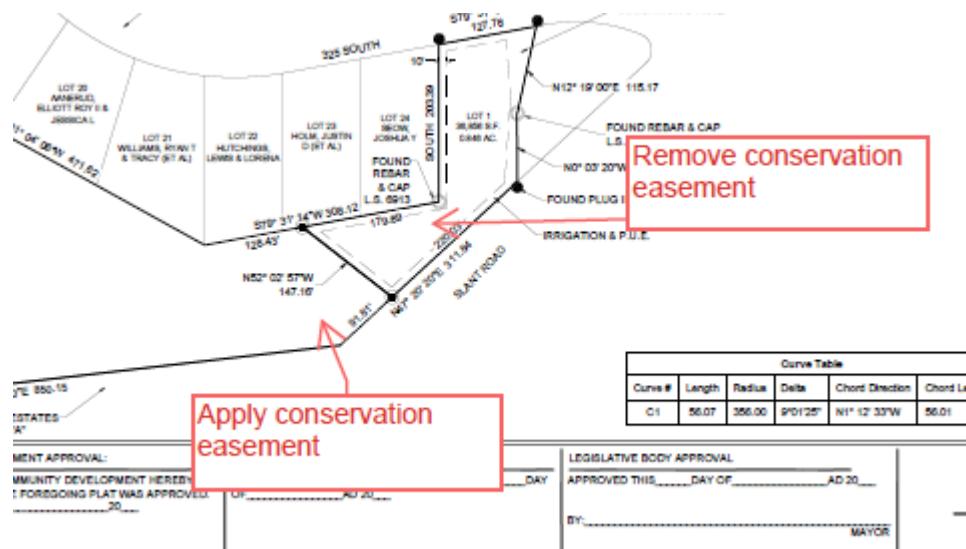
Camille Brown

City Recorder

Publication Date:

Effective Date:

Exhibit "A"



Attachment "1"
Application Information



Proposed Amendment

SOUTH HOLLOW PLAT "C"

INCLUDING A VACATION OF LOT 1, PLAT "B" SOUTH HOLLOW SUBDIVISION AND LOT 50
 PLAT "A" SOUTH HOLLOW SUBDIVISION
 LOCATED IN THE NORTHWEST QUARTER OF
 SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

BASIS OF BEARING
 S89° 40' 06" W
 2660.29

S89° 40' 06" W 879.93

S89° 40' 06" W 680.83

P.O.B.
 NO° 54° 07' W 25.00
 FOUND BRASS CAP
 NORTHEAST CORNER
 SECTION 16, T8S, R3E, SLB&M

20' IRRIGATION
 EASEMENT

N89° 49' 50" E 327.34

LOT 1
 INVESTMENTS
 LLC

LOT 4
 WOLFLEY,
 TIMOTHY
 SIMEON &
 CAMMIE

LOT 3
 MACDONALD,
 DOUGLAS JOHN
 JR & DANIELLE
 ROLLINS

LOT 2
 SKINNER, VANCE LEE
 & LISA ANN (ET AL.)

LOT 6
 BEUTLER, MARK
 ALAN & CHERYL
 A

LOT 7
 SMITH, CARLIN J &
 APRIL H

LOT 8
 JACKSON,
 ROBERT E &
 MILANA S

LOT 9
 WESTERCAMP,
 JARED &
 REBECCA

LOT 10
 SANTANA, FELIX E
 & BRENDA
 DANIELA

LOT 11
 ESKRIDGE,
 MICHAEL W &
 PAM

LOT 12
 DEAN, CLAYTON
 A & MADISON L

140 SOUTH

EAST 666.37

WEST 1090.59

SOUTH 204.35

J3 INVESTMENTS LLC

FOUND BRASS CAP NORTH
 1/4 CORNER SECTION 16,
 T8S, R3E, SLB&M

WEST 1090.59

SOUTH 204.35

LOT 13
 ARGYLE, LAYNE &
 DELORA
 (ET AL.)

LOT 14
 PACKER,
 MATHEW W
 (ET AL.)

LOT 15
 HARRIS, RYAN S &
 KARLIE

LOT 16
 BRUNSON,
 TERESA L (ET
 AL.)

WEST 200.06

C1

MAPLE GROVE
 PLAT "A"

EAST 198.77

LOT 17
 FORBES, JOHN &
 CRYSTAL

LOT 18
 CLEGG, BRENDA &
 JARON

LOT 19
 THOMAS,
 RYAN R

LOT 20
 AANERUD,
 ELLIOTT ROY II &
 JESSICA L

LOT 21
 WILLIAMS, RYAN T
 & TRACY (ET AL.)

LOT 22
 HUTCHINGS,
 LEWIS & LORENA

LOT 23
 HOLM, JUSTIN
 D (ET AL.)

LOT 24
 SEOW,
 JOSHUA Y

FOUND
 REBAR & CAP
 L.S. 6913

FOUND REBAR & CAP
 L.S.

FOUND PLUG II

IRRIGATION & P.U.E.

IRRIGATION

Attachment "2"

ENT 41285 BK 5042 PG 301
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Apr 08 4:04 pm FEE 0.00 BY SS
RECORDED FOR MAPLETON CITY

DEED OF CONSERVATION EASEMENT

This Deed is made this 25 day of May, 19991, by and between
SUSAN D., Grantors, and Mapleton City, Grantee.

WHEREAS, said Grantors are the owners in fee of certain real property, hereinafter described, situated in Utah County, State of Utah, which Mapleton City has determined to be of importance to the preservation of the open space in Mapleton City.

NOW THEREFORE, and in consideration of good and valuable consideration, the Grantors do hereby grant and convey, pursuant to Section 57-18-1 et. seq., in ninety-nine (99) years, unto Mapleton City and its assigns, interest and conservation easement in said real property of the Grantors of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said real property of the Grantors, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantors, and that end and for the purpose of accomplishing the intent of the parties hereto, said Grantors covenant on behalf of themselves, their heirs, successors and assigns, with Mapleton City and its assigns to do and refrain from doing, severally and collectively, upon the Grantors' said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof upon said property.

The restrictions hereby imposed upon the use of said property of the Grantors, and the acts which said Grantors so covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. The easement property herein described shall be kept in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property, unless otherwise expressly provided hereunder. This paragraph does not prohibit a barn, corral or out building for animal use, and the protection and care of animals.
2. There shall be on or in the easement property no fillings, excavating, removal of top soil, sand, gravel, rock, minerals or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as provided for in the Original Plat Map of South Hollow Subdivision of record in the Office of the Utah County Recorder, or as reserved hereafter.
3. No power transmission lines may be erected, nor any interest in the easement property shall be granted for this purpose. The Grantors reserve the right and easement on the real property to maintain and repair existing telephone, electric, water wells, or other utility lines or mains needed to provide for the needs of the Grantors, their successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantors and Grantee. Upon completing, the area shall be restored to its previous state or as near as practical.
4. No trees, ground cover, or other vegetation shall be removed except as reserved hereafter.

5. The lands shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon, except Grantors shall have no duty to remove garage, trash, etc. unlawfully deposited on the premises by persons acting without the Grantor's consent.

6. Each and every other activity or construction which might endanger the natural or scenic state of the easement property is forbidden.

7. Mapleton City reserves the right with notice to periodically inspect said property for violations of the easement property, and if upon sixty (60) days advance written notice the Grantors have not limited said violations, Mapleton City may remove or eliminate, at the expense of the landowner, any violation by Grantors of the easement. A Mapleton City authorized representative may enter upon said lands for the purpose of inspection.

8. Grantors reserves the right to post or clearly mark the boundaries of said easement.

The conservation easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantors which are expressly hereunder.

9. Except as expressly limited herein, the Grantors reserve for themselves, their heirs successors and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes not inconsistent with this easement.

The lands of the Grantors, herein above referred to and to which the provisions of this instrument apply, are situated in the Township of Mapleton, County of Utah, the State of Utah, and are more particularly described as follows:

See Attached Schedule "A"

TO HAVE AND TO HOLD unto Mapleton City and its assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the grantors, their heirs, successors, and assigns, and each of them, and shall constitute a servitude upon the above described is CLEAR, FREE, and UNENCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set hand on the day and year first above written,

Signed and acknowledged in the presence of GRANTOR(S)

SALISBURY DEV. LLC

RLC *1/25/99*

STATE OF UTAH

)

: ss

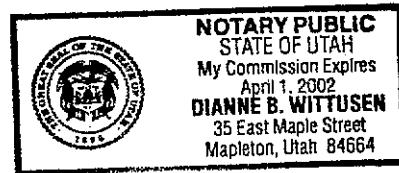
COUNTY OF UTAH

)

Before me, a notary public in and for said county and state, personally appeared the above-named grantors, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Mapleton, Utah, this 25th day of January, 1999.

Dianne B. Wittusen
NOTARY PUBLIC





City Council Staff Report

Date:

May 7, 2025

Applicant:

Mapleton City Public Works

Location:

Citywide

Prepared By:

Rob Hunter, City Engineer/
Public Works Director

Public Hearing:

No

Attachments:

Bid Tabulation
Project Map

REQUEST

Approve the contract with Black Forest Paving for the Mapleton bid amount of \$281,594.10 for the 2025 Cross City Overlay project.

BACKGROUND & DESCRIPTION

In July 2016 the City Council adopted a Road Utility Fund to be assessed for road maintenance projects. In addition to this fund, the City receives Class C road funds from the State for roadway improvements for City streets. It is the responsibility of the Public Works Director to allocate these funds to ensure the city street network is maintained and preserved in order to avoid the premature need of costly roadway reconstruction.

Mapleton City Council has indicated support for Mapleton Public Works to join Spanish Fork and Springville in joint-bid pavement maintenance projects. Larger quantities typically results in lower unit costs, meaning each City's costs should be lower than bidding these maintenance projects out individually. The 2025 Cross City Overlay project was joint bid with Spanish Fork, and was open to all qualified contractors.

See attached maps for the list of streets to be milled and overlaid with this project.

EVALUATION

Six qualified firms submitted bids, and Black Forest Paving was the low bid (see attached bid tabulation). The bid for milling and overlaying the identified streets in Mapleton is \$281,594.10. Public Works has Streets/Roads funds available in this year's roadway maintenance budget for this project, and the bid was lower than our estimate. Therefore we recommend approval.

RECOMMENDATION

Approve the contract with Black Forest Paving for the Mapleton bid amount of \$281,594.10 for the 2025 Cross City Overlay project.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO AWARD THE 2025 CROSS CITY OVERLAY PROJECT TO BLACK FOREST PAVING

WHEREAS, the City Council values and prioritizes well-maintained City street; and

WHEREAS, the City has a Road Utility Fund created specifically for the maintenance and preservation of City streets; and

WHEREAS, the Class C Road funds are also available to fund road maintenance projects; and

WHEREAS, Mapleton City participated in an open bid to qualified contractors for the joint 2025 Cross City Overlay project with Spanish Fork, and Black Forest Paving was the low bidder ; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, that: the City approves the contract with Black Forest Paving for the Mapleton bid amount of \$281,594.10 for the 2025 Cross City Overlay project.

This resolution adopted this 7th day of May, 2025, by the City Council of Mapleton City, Utah.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder

SPANISH FORK CITY

Cross City Overlays

4/16/25

Bid Tabulation

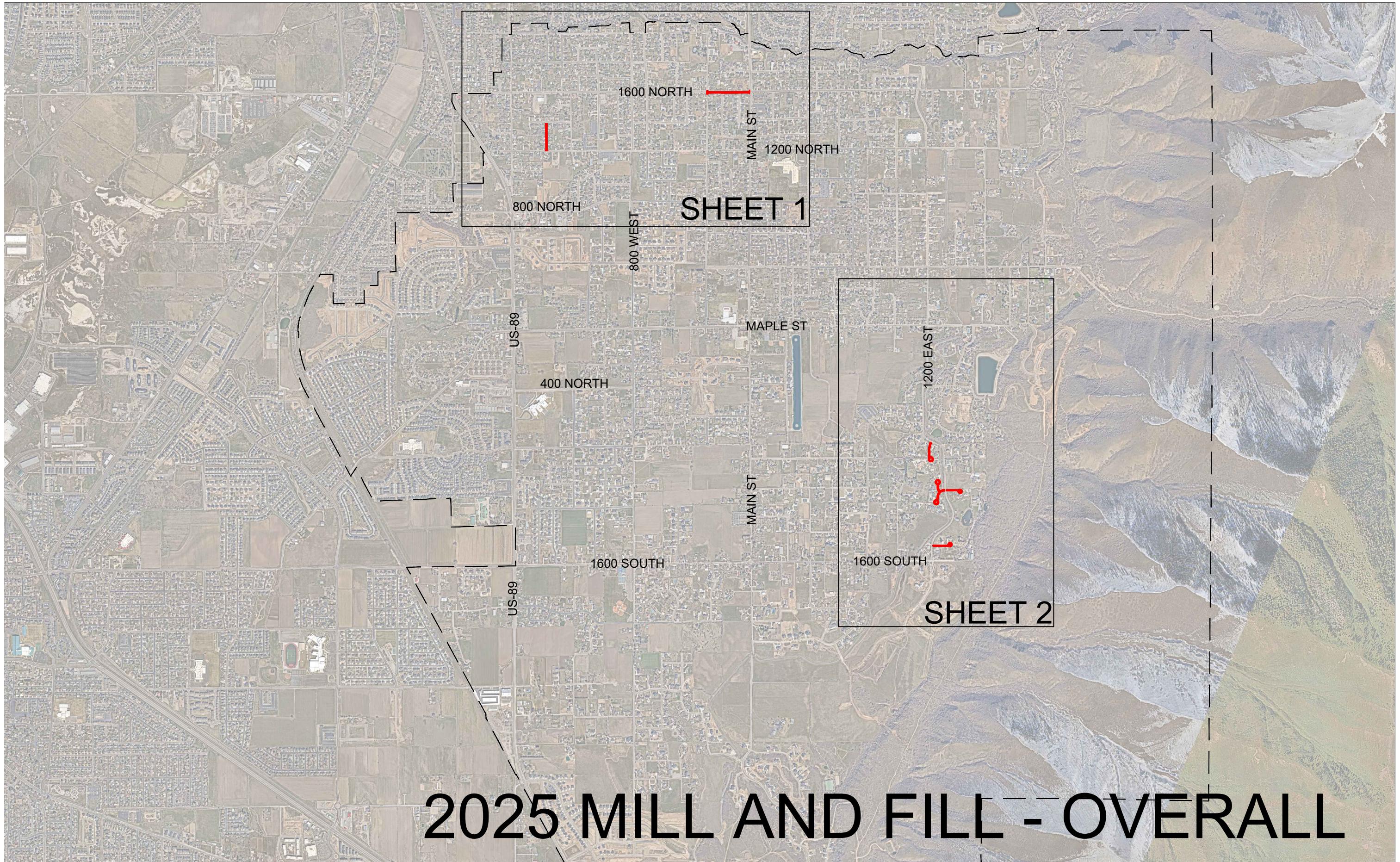
Note: Bids shall include sales tax and all other applicable taxes and fees.

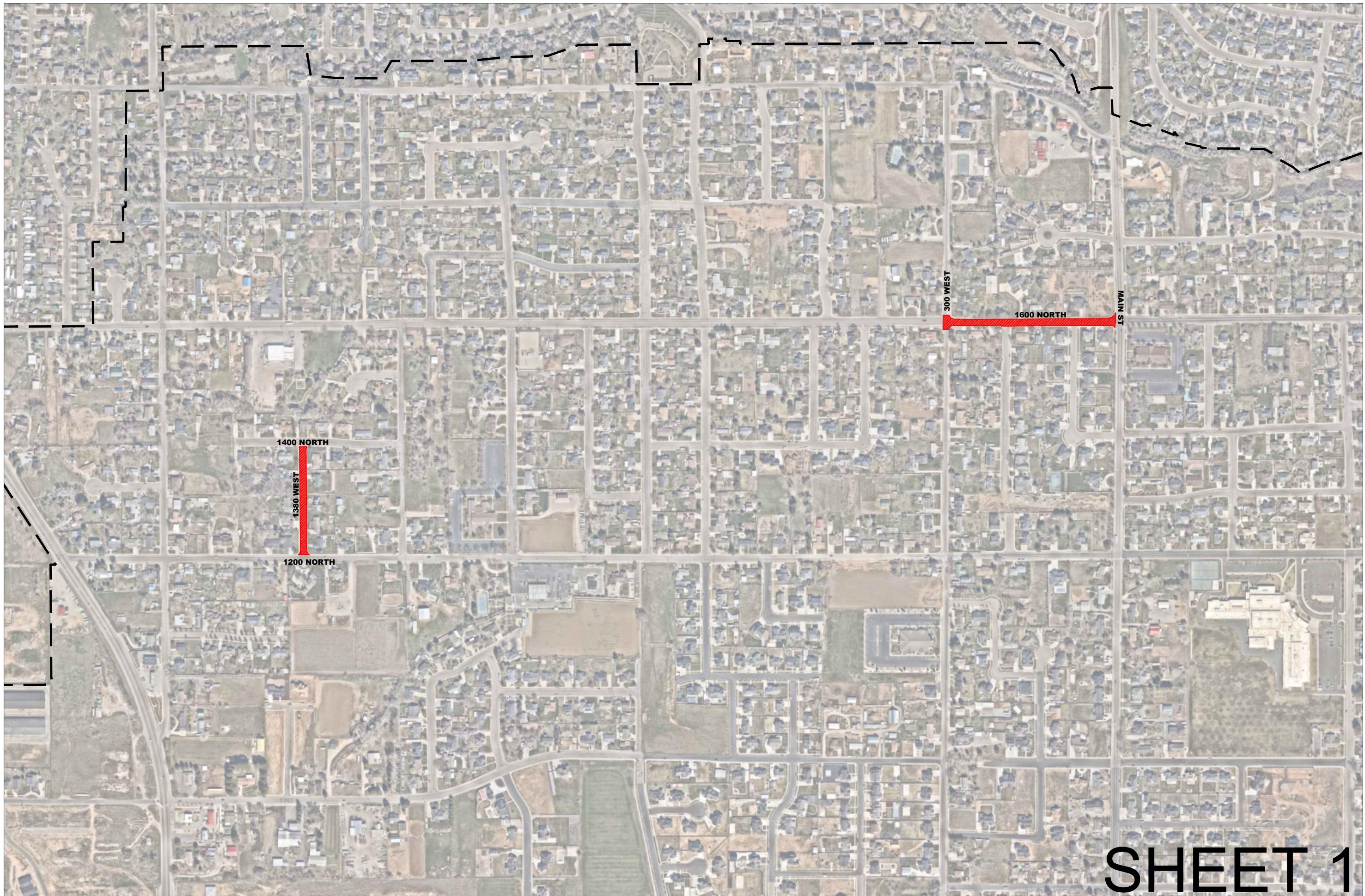
NO.	DESCRIPTION	GL #	QTY	UNIT	Average Cost		Engineers Estimate		Black Forest		Kilgore		Staker		BHI		Geneva		Eckles	
					Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization (Spanish Fork)		1	LS	\$23,044		\$21,500.00	\$21,500.00	\$23,000.00	\$23,000.00	\$35,500.00	\$35,500.00	\$23,550.00	\$23,550.00	\$33,000.00	\$33,000.00	\$47,800.00	\$47,800.00		
2	Traffic Control		1	LS	\$22,556		\$18,000.00	\$18,000.00	\$45,000.00	\$45,000.00	\$38,400.00	\$38,400.00	\$37,250.00	\$37,250.00	\$28,000.00	\$28,000.00	\$13,800.00	\$13,800.00		
3	SWPPP		1	LS	\$3,425		\$3,300.00	\$3,300.00	\$2,700.00	\$2,700.00	\$1,200.00	\$1,200.00	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00		
4	Lower and Raise Manhole collars	46	EA	\$29,567		\$930.00	\$42,780.00	\$875.00	\$40,250.00	\$790.00	\$36,340.00	\$800.00	\$36,800.00	\$900.00	\$41,400.00	\$847.00	\$38,962.00			
5	Lower and Raise Valve Box collars	45	EA	\$25,411		\$825.00	\$37,125.00	\$760.00	\$34,200.00	\$690.00	\$31,050.00	\$700.00	\$31,500.00	\$800.00	\$36,000.00	\$742.50	\$33,412.50			
6	2" Milling	197,838	SF	\$25,472		\$0.18	\$35,610.84	\$0.15	\$29,675.70	\$0.14	\$27,697.32	\$0.13	\$25,718.94	\$0.22	\$43,524.36	\$0.21	\$41,545.98	\$0.18		
7	14 ft - 1.5" Edge Milling	73,345	SF	\$9,168		\$0.21	\$15,402.45	\$0.15	\$11,001.75	\$0.14	\$10,268.30	\$0.18	\$13,202.10	\$0.20	\$14,669.00	\$0.12	\$8,801.40	\$0.21		
8	7 ft - 1.5" Edge Milling	9,125	SF	\$2,783		\$0.21	\$1,916.25	\$0.20	\$1,825.00	\$0.16	\$1,460.00	\$0.37	\$3,376.25	\$0.40	\$3,650.00	\$0.49	\$4,471.25	\$0.21		
9	2" HMA Overlay (1/2" PG 58-28)	359,445	SF	\$317,660		\$1.08	\$388,200.60	\$1.14	\$409,767.30	\$1.18	\$424,145.10	\$1.21	\$434,928.45	\$1.25	\$449,306.25	\$1.08	\$388,200.60			
10	Lane Leveling HMA (1/2" PG 58-28)	75	TN	\$9,263		\$140.00	\$10,500.00	\$150.00	\$11,250.00	\$105.00	\$7,875.00	\$121.00	\$9,075.00	\$100.00	\$7,500.00	\$125.00	\$9,375.00	\$140.00	\$10,500.00	
Construction Total						\$574,335.14				\$608,669.75		\$613,935.72		\$620,600.74		\$647,671.81		\$657,474.38		
MAPLETON																				
21	Mobilization (Mapleton)		1	LS	\$13,191		\$13,000.00	\$13,000.00	\$12,500.00	\$12,500.00	\$19,700.00	\$19,700.00	\$32,625.00	\$21,000.00	\$21,000.00	\$6,700.00	\$6,700.00	\$13,000.00	\$13,000.00	
22	Traffic Control (Mapleton)		1	LS	\$9,188		\$8,800.00	\$8,800.00	\$17,000.00	\$17,000.00	\$13,200.00	\$13,200.00	\$16,000.00	\$16,000.00	\$13,000.00	\$5,500.00	\$5,500.00	\$8,800.00	\$8,800.00	
23	SWPPP (Mapleton)		1	LS	\$2,600		\$2,100.00	\$2,100.00	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00	\$5,200.00	\$4,000.00	\$4,000.00	\$6,900.00	\$6,900.00	\$2,100.00	\$2,100.00	
24	Lower and Raise Manhole collars (Mapleton)	13	EA	\$8,356		\$930.00	\$12,090.00	\$875.00	\$11,375.00	\$790.00	\$10,270.00	\$800.00	\$10,400.00	\$900.00	\$11,700.00	\$847.00	\$11,011.00	\$930.00	\$12,090.00	
25	Lower and Raise Valve Box collars (Mapleton)	17	EA	\$9,600		\$825.00	\$14,025.00	\$760.00	\$12,920.00	\$690.00	\$11,730.00	\$700.00	\$11,900.00	\$800.00	\$13,600.00	\$742.50	\$12,622.50	\$825.00	\$14,025.00	
26	1.5" Milling (Mapleton)	168,610	SF	\$22,973		\$0.21	\$35,408.10	\$0.12	\$20,233.20	\$0.18	\$30,349.80	\$0.15	\$25,291.50	\$0.22	\$37,094.20	\$0.21	\$35,408.10	\$0.21	\$35,408.10	
27	2" HMA Overlay (1/2" PG 58-28) (Mapleton)	168,610	SF	\$156,597		\$110	\$185,471.00	\$119	\$200,645.90	\$130	\$219,193.00	\$127	\$214,134.70	\$124	\$209,076.40	\$133	\$224,251.30	\$110	\$185,471.00	
28	Soft Spot Detection/Preparation (Mapleton)	15	EA	\$6,853		\$330.00	\$4,950.00	\$600.00	\$9,000.00	\$780.00	\$11,700.00	\$495.00	\$7,425.00	\$500.00	\$7,500.00	\$950.00	\$14,250.00	\$330.00	\$4,950.00	
29	Soft Spot Repair HMA (Mapleton)	50	TN	\$5,919		\$115.00	\$5,750.00	\$160.00	\$8,000.00	\$142.00	\$7,100.00	\$190.00	\$9,500.00	\$115.00	\$5,750.00	\$225.00	\$11,250.00	\$115.00	\$5,750.00	
Construction Total						\$281,594.10				\$293,074.10		\$324,442.80		\$332,476.20		\$322,720.60		\$327,892.90		
GRAND TO						\$855,929.24				\$901,743.85		\$938,378.52		\$953,076.94		\$970,392.41		\$985,367.28		

Awarded Contractor Bid

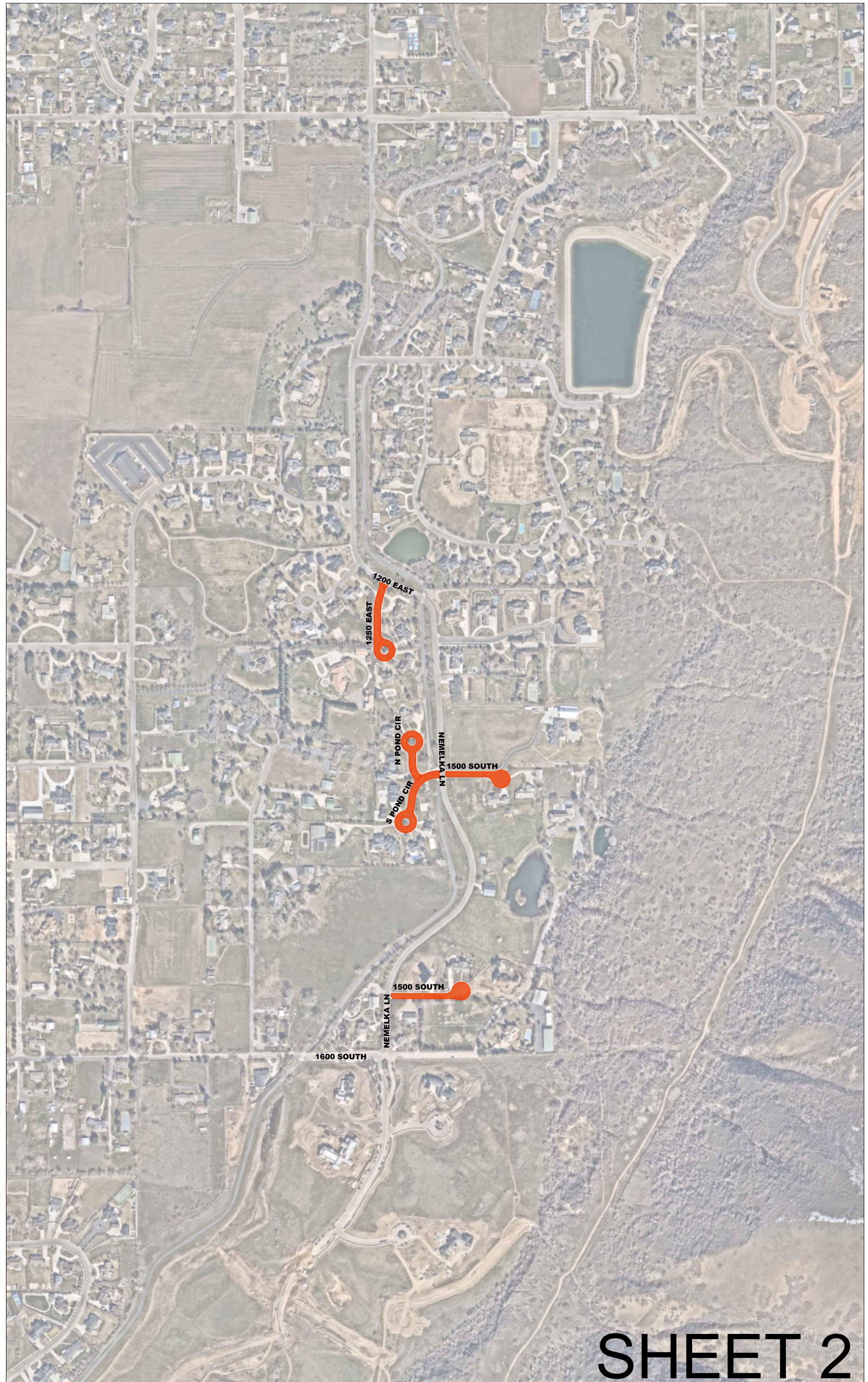
Black Forest

Unit Price	Total Cost
\$21,500.00	\$21,500.00
\$18,000.00	\$18,000.00
\$3,300.00	\$3,300.00
\$930.00	\$42,780.00
\$825.00	\$37,125.00
\$0.18	\$35,610.84
\$0.21	\$15,402.45
\$0.21	\$1,916.25
\$1.08	\$388,200.60
\$140.00	\$10,500.00
\$13,000.00	\$13,000.00
\$8,800.00	\$8,800.00
\$2,100.00	\$2,100.00
\$930.00	\$12,090.00
\$825.00	\$14,025.00
\$0.21	\$35,408.10
\$1.10	\$185,471.00
\$14,250.00	\$14,250.00
\$115.00	\$5,750.00
\$115.00	\$5,750.00
\$855,929.24	





SHEET 1



SHEET 2



MAPLETON
U T A H

City Council Staff Report

Date:

May 7, 2025

Applicant:

Mapleton City Public Works

Location:

Various existing streets

Prepared By:

Rob Hunter, City Engineer/
Public Works Director

Public Hearing:

No

Attachments:

Holbrook Proposal
Project Map

REQUEST

Approve the contract with Holbrook Asphalt for \$313,041.41 for the 2025 HA5 High Density Mineral Bond project.

BACKGROUND & DESCRIPTION

In July 2016 the City Council adopted a Road Utility Fund to be assessed for road maintenance projects. In addition to this fund, the City receives Class C road funds from the State for roadway improvements for City streets. It is the responsibility of the Public Works Director to allocate these funds to ensure the city street network is maintained and preserved in order to avoid the premature need of costly roadway reconstruction.

EVALUATION

The HA5 High Density Mineral Bond treatment is a proprietary product only available through Holbrook Asphalt, and is widely used throughout Utah County and the State. For several years, Mapleton City has direct-selected Holbrook Asphalt to apply HA5 on Mapleton City roads due to its high performance in providing several years of asphalt protection. This proposal complies with State Code, which allows municipalities to award individual road projects up to ±\$362,250 (increases every year by the construction cost index) without a standard bid process.

Public Works recommends continuing to use Holbrook Asphalt's HA5 High Density Mineral Bond as one of the local street pavement maintenance treatments.

RECOMMENDATION

Approve the contract with Holbrook Asphalt for \$313,041.41 for the 2025 HA5 High Density Mineral Bond project.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO APPROVE THE CONTRACT WITH HOLBROOK ASPHALT FOR \$313,041.41 FOR THE 2025 HA5 HIGH DENSITY MINERAL BOND PROJECT

WHEREAS, the City Council values and prioritizes well-maintained City streets; and

WHEREAS, the City has a Road Utility Fund created specifically for the maintenance and preservation of City streets; and

WHEREAS, the Class C Road funds are also available to fund road maintenance projects; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, that: the City approves the contract with Holbrook Asphalt for the bid proposal of \$313,041.41 for the 2025 HA5 High Density Mineral Bond project.

This resolution adopted this 7th day of May 2025, by the City Council of Mapleton City, Utah.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder



Project Location	Proposal #	Date Issued	PO/LD #
City of Mapleton Various Locations Mapleton UT 84664	HAU951563	4/18/2025	
Terms			
Due Upon Completion			
Adviser Information			
Aaron Eppley P: 435-703-0023 E: aaron@holbrookasphalt.com			
Description			
Mapleton HA5 25			

Item	Quantity	UM	Rate	Amount
See Map				
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	833,823	SqFt	0.36	300,176.28
Paint/Stripe Includes all stripes, symbols, and lettering on the pavement surface to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise. Any striping or painting items not specified on this proposal line are not included. Any addition or reduction in work requires a signed change order. Change order will be billed upon completion.		LS		8,955.44
HA5 Traffic Control HA5 Traffic Control Main St. UDOT R.O.W. 2x VMS to be placed 3 days prior, if required. Road closure with detour - 24 hrs. Main St. northbound/southbound flagging for turnaround space - if required. Contractor to determine services needed.	1	Ea	3,909.69	3,909.69
Note (1) Traffic control will require 24-hour road closures. If additional closures or methods are required, additional traffic control costs will be added. (2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices. (3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.				

Total	\$313,041.41
--------------	--------------

Please sign for proposal acceptance: [Do not sign this page, see final page for signing](#)



Date	Number
4/18/2025	HAUB18383

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing or relocation as incurred and will be due on receipt, this includes projects involving warranty work. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 14% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancellation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

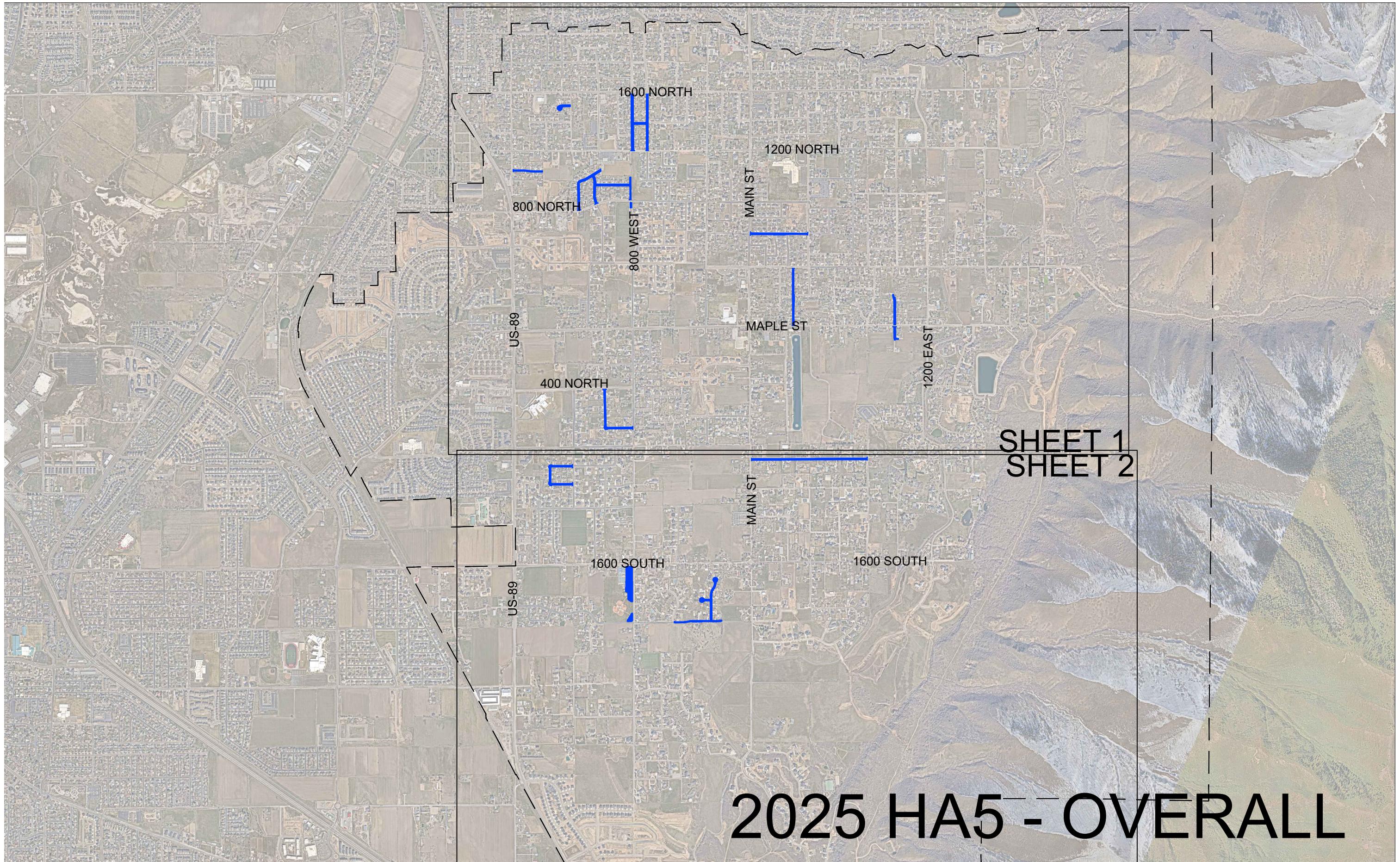
ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and/or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

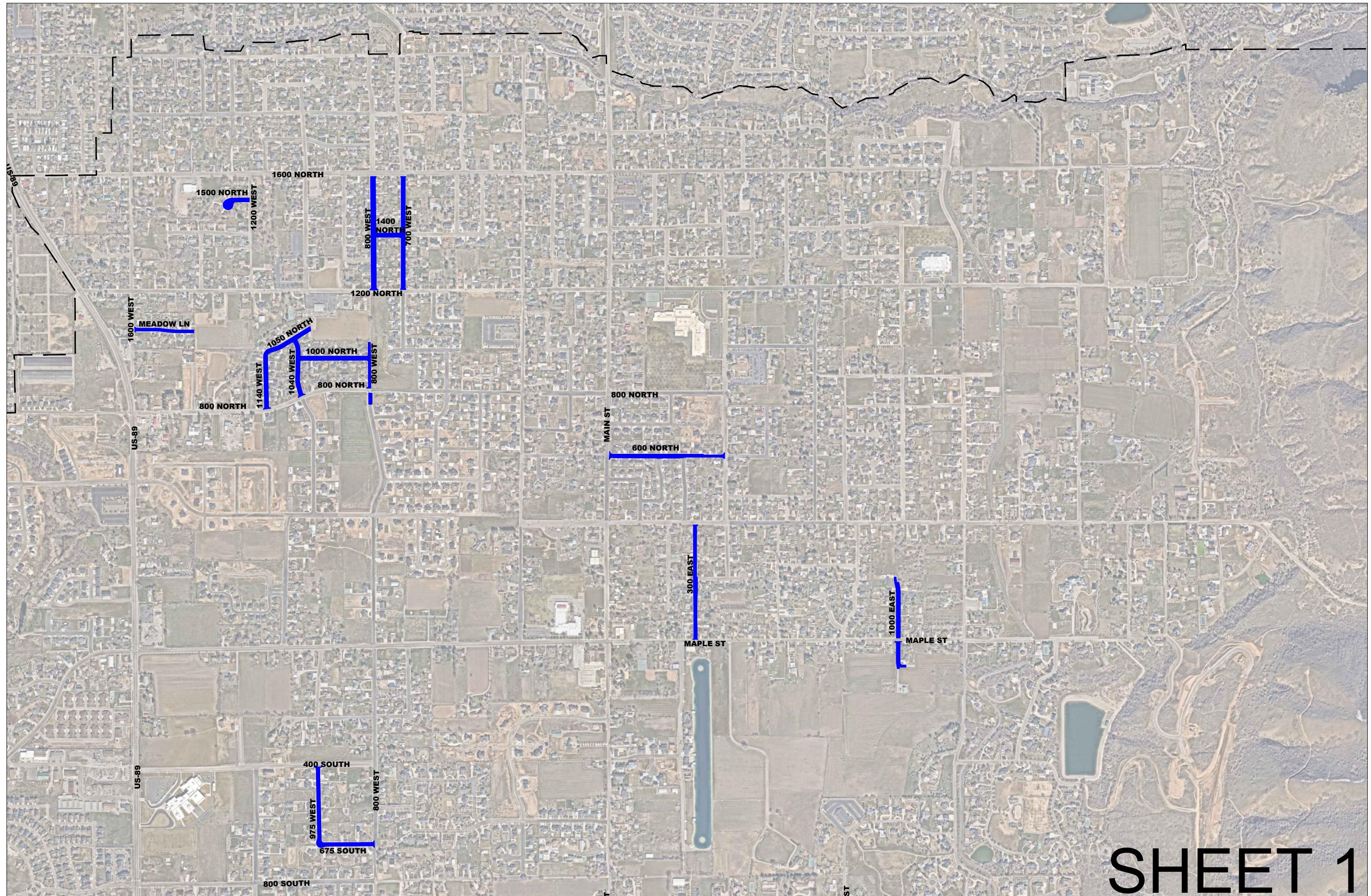
Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

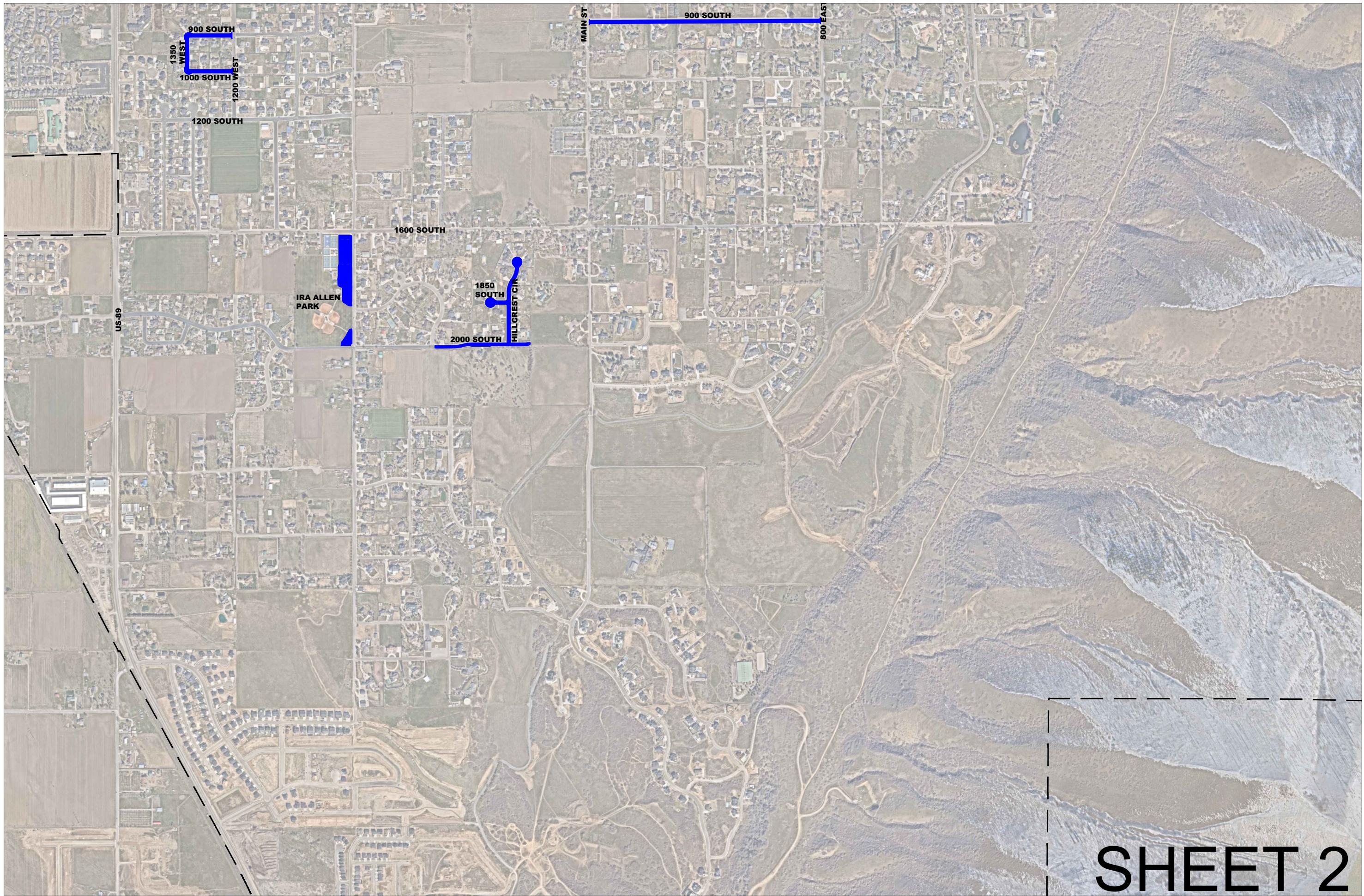
HAU951563 - Mapleton HA5 25 (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____





SHEET 1



SHEET 2



MAPLETON
U T A H

City Council Staff Report

Date:

May 7, 2025

Applicant:

Mapleton City

Location:

N/A

Prepared By:

Camille Brown, City Recorder

Public Hearing:

No

Attachment:

Memorandum of
Understanding

REQUEST

Consideration of a Resolution entering into a Memorandum of Understanding between Utah County Sheriff's Office and Mapleton City regarding the retention of evidence in misdemeanor cases.

BACKGROUND & DESCRIPTION

Occasionally the Utah County Sheriff's Office is the law enforcement agency for misdemeanor cases in our jurisdiction, and as such maintains all evidence related to those cases. The county is currently experiencing a backlog of misdemeanor evidence because they can't dispose of anything until the prosecutor tells them they can. Utah State Code 77-11c-202(2)(b) and 203(7) allows prosecutors and law enforcement agencies to enter into an agreement to dispose of evidence.

RECOMMENDATION

Staff recommends approval of the Memorandum of Understanding between Utah County Sheriff's Office and Mapleton City regarding the retention of evidence in misdemeanor cases.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UTAH COUNTY
SHERIFF'S OFFICE AND MAPLETON CITY [CITY] REGARDING THE
RETENTION OF EVIDENCE IN MISDEMEANOR CASES**

This Memorandum of Understanding is entered into on the last date listed below between the Utah County Sheriff's Office ("UCSO") and Mapleton City ("CITY") regarding the retention and disposition of evidence in misdemeanor cases.

WHEREAS, Utah Code 77-11c-202(2)(b) and 203(7) exempts a law enforcement agency, such as the UCSO, from complying with certain evidence retention requirements set forth in those Sections when the agency and the prosecuting attorney, such as the CITY, enter into a memorandum of understanding; and

WHEREAS, UCSO and CITY desire to enter into this memorandum of understanding for those evidence retention purposes.

NOW THEREFORE, the UCSO and CITY agree as follows:

Upon 30 days after sentencing of a criminal case, with no notices to appeal, or dismissal of a criminal case with prejudice, UCSO may inform the prosecuting attorney for CITY in writing of its intention to dispose of the evidence of that misdemeanor case. Unless the prosecuting attorney notifies the UCSO within 5 business days from receiving UCSO's notice that the evidence must be retained, the UCSO may dispose of the evidence in accordance with its policies and procedures.

_____ City	_____ Utah County Sheriff	_____ Utah County Commission Chair
_____ Date	_____ Date	_____ Date



MAPLETON
U T A H

City Council Staff Report

Date:

May 7, 2025

Applicant:

Mapleton City

Prepared By:

Cory Branch

Public Hearing:

No

REQUEST

Consideration of a Resolution entering into an Interlocal Cooperation Agreement between Nebo School District and Mapleton City

BACKGROUND

In July 2019 an Interlocal Cooperation Agreement was created between Nebo School District and Mapleton City. The Agreement established a Resource Officer to serve at Mapleton Junior High School and Maple Grove Middle School. The school district agreed to make an annual payment to Mapleton City for \$90,000 to help cover the costs of the Resource Officer as well as pay off the remaining portion of the land purchase between the school district and Mapleton City that took place in 2018.

The purpose of the proposed Agreement is to revise the duties of the Resource Officer thus meeting the requirements of Utah Code and provide revisions to Section Four, Manner of Financing (Page 2). Changes proposed to Section Four will increase the annual payment made by the school district to Mapleton City dependent upon the Resource Officers salary and benefits potentially increasing each year. The remaining portion of the land payment due to Mapleton City will end after the 2029-2030 school year.

RECOMMENDATION

Approve the proposed Interlocal Cooperation Agreement between Nebo School District and Mapleton City.



Date:

5/7/2025

Applicant:

Mel & Dru Huffaker

Location:

1575 S 1000 E

Prepared By:

Jeni Crookston, Planner

Public Hearing:

Yes

Attachments:

1. Application information.
2. PC minutes.

REQUEST

Consideration of a request to apply a Transferable Development Right Receiving Site Overlay (TDR-R) to an existing 2-acre parcel.

BACKGROUND & DESCRIPTION

The subject property is roughly two acres in size and located on the corner of Petersen Lane (1000 E) and 1600 South and is zoned A-2. There are 13 parcels along Petersen Lane ranging in size from 1.25 to 10 acres. Of the 13 parcels, four are part of platted subdivisions. The subject property is not part of a platted subdivision.

The applicant is requesting approval to apply a TDR-R Overlay to this site. The applicant is proposing a concept plan with the following:

- Leave the existing home on a 1-acre lot; and
- Create a new 1-acre lot located on the north side of the existing home.

The Planning Commission recommended approval of this application on April 10, 2025.

EVALUATION

Rezone requests are considered legislative actions. The City Council generally has broad discretion when acting on legislative matters, provided it can be reasonably debated that the action taken (to approve or deny) will promote or protect the general welfare of the community and is supported by city ordinances and policies.

Mapleton City Code Section 18.12.010.B provides the following list of guidelines to be used in reviewing rezone requests:

1. *Public purpose for the amendment in question.*
2. *Confirmation that the public purpose is best served by the amendment in question.*
3. *Compatibility of the proposed amendment with general plan policies, goals, and objectives.*
4. *Potential adverse effects to the city by creating "leapfrog" development or areas away from the existing "core" or center of the city.*
5. *Potential of the proposed amendment to hinder or obstruct attainment of the general plan's articulated policies.*
6. *Adverse impacts on adjacent landowners.*
7. *Verification of correctness in the original zoning or general plan.*

8. In cases where a conflict arises between the general plan map and general plan policies, precedence shall be given to the plan policies.

General Plan: The Future Land Use Map designates the site as “Rural Residential”. This designation corresponds to the A-2 zone and allows for two acre lots, or one acre lots with TDRs. All of the abutting properties have the same Rural Residential designation. The application is consistent with the Future Land Use Map.

Some of the goals and policies of the Land Use Element of the General Plan that the Council should also consider include the following:

- **Policy 2.1:** *Maintain and protect established residential districts and neighborhoods.*
- **Goal 3:** *Ensure land uses are compatible and/or utilize adequate buffers to enhance compatibility.*
- **Goal 9:** *Continue implementing the Transferable Development Rights (TDR) program by ensuring that there are sufficient areas that can qualify as TDR-Receiving sites.*

TDR Ordinance and Concept Plan: MCC section 18.76.070 indicates that properties in the A-2 zone are eligible to apply for a TDR-R, but states that “*in no case shall a receiving site rezone be approved in any previously platted subdivision*”. As mentioned previously, Petersen Lane includes 13 parcels, four of which are part of platted subdivisions. The subject parcel is not part of a platted subdivision and is therefore eligible to apply for a TDR-R.

MCC section 18.76.080 also states the following regarding the review of TDR-R requests:

“The City Council, after receiving a recommendation from the Planning Commission, shall approve a request to utilize development rights on a receiving site if the request:

1. *Does not exceed the density limitations permitted by subsection [18.76.070B](#) of this chapter;*
2. *Is in accordance with the provisions of this chapter;*
3. *Is in accordance with the subdivision and site plan regulations contained in title 17 of this Code and this title;*
4. *Is consistent with other recommendations of the Mapleton City General Plan; and*
5. *Achieves a desirable development compatible with both site conditions and surrounding existing and proposed future development.”*

The proposal to subdivide the existing two-acre lot into two one-acre lots is consistent with standards 1-3 above. The Commission should discuss if the proposal is consistent with the recommendations of the General Plan, particularly Policy 2.1 to maintain and protect existing neighborhoods, and standard 5 to ensure that the development is compatible with existing and future development.

Of the eight parcels that are not in a platted subdivision (not including the subject parcel), at least four parcels would be eligible to apply for a TDR-R in the future. Since it is possible for other parcels to apply for a TDR-R in the future, and since the subject parcel is not part of a platted subdivision, staff can support the requested overlay.

Subdivision: The concept plan is provided to help the Council understand the intent of the applicant if the rezone application is approved. The Council is not approving the subdivision at this time. If the rezone application is approved, the applicant would then submit a preliminary subdivision application. However, if the Council has concerns with the concept plan, it can discuss them as part of the review of this rezone request.

RECOMMENDATION

Approve the requested TDR-R Overlay.

ORDINANCE NO. 2025-

Consideration of a request to apply a Transferable Development Right Receiving Site Overlay (TDR-R) to an existing 2-acre parcel located at 1575 S 1000 E.

WHEREAS, the subject property is currently zoned A-2; and

WHEREAS, the General Plan designates the property as "Rural Residential"; and

WHEREAS, the TDR ordinance indicates that properties in the A-2 zone are eligible to apply for a TDR-Receiving Site Overlay; and

WHEREAS, the Planning Commission recommended approval on April 10, 2025.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to apply a TDR-R Overlay to the subject parcel as described in exhibit "A".

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH,
This 7th Day of May, 2025.

Dallas Hakes
Mayor

ATTEST:

Camille Brown

City Recorder

Publication Date:

Effective Date:

Exhibit "A"
Parcel #:26:073:0115



ATTACHMENT 1 – APPLICATION INFORMATION

Reason for zone/general plan change:

Redevelopment of parcels owned by Mel and Dru Huffaker. Parcel 26:073:0115 is zoned A-2 and they are requesting approval to apply a Transferable Development Right Receiving Site Overlay (TDR-R) to an existing 2-acre lot. The Huffakers intend to create one new 1-acre building lot. The proposal is consistent with the general plan and the parcel is eligible to apply for the TDR-R designation.

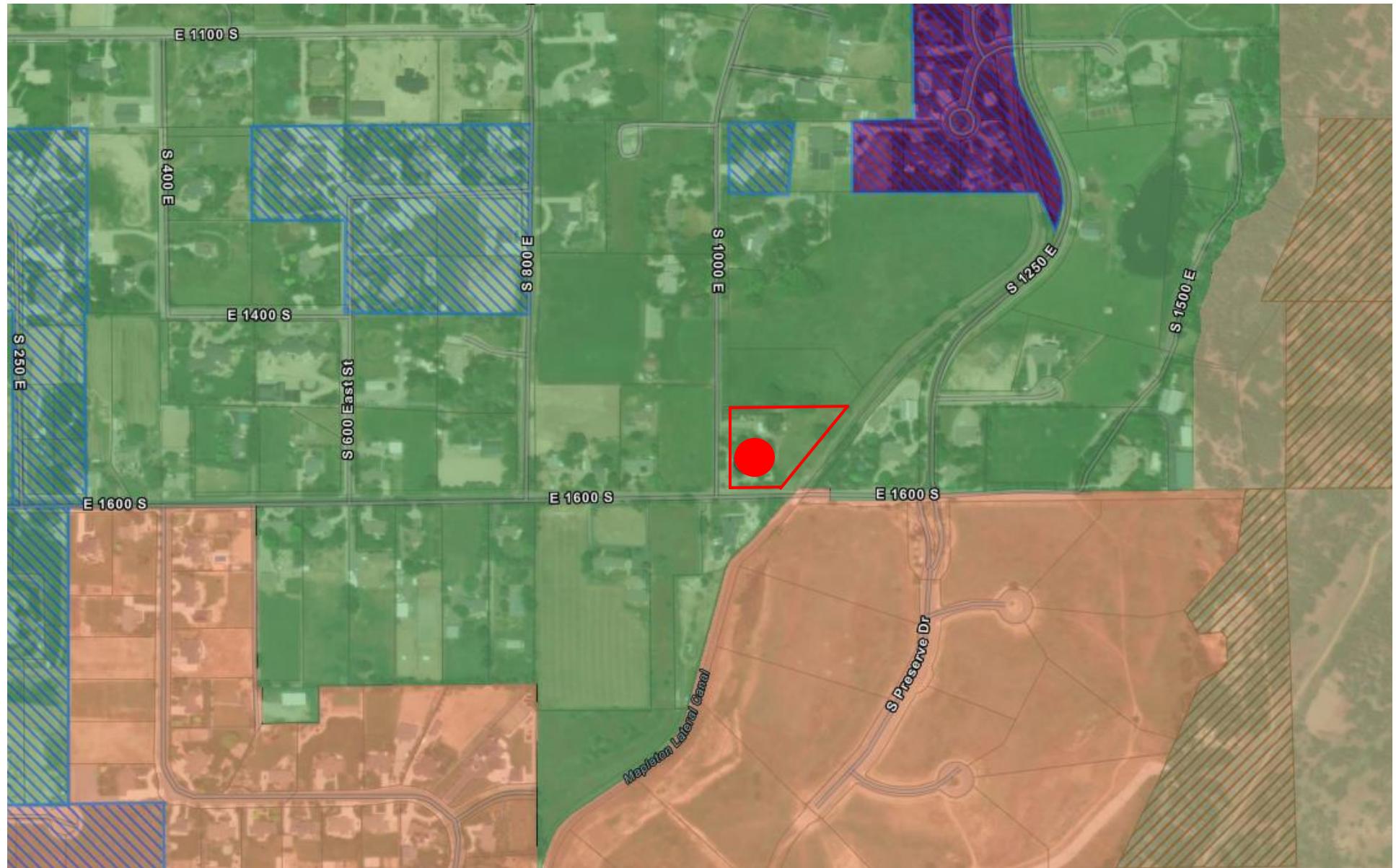
EXISTING ZONING

Green = A-2

Orange = PRC-4

Purple = RA-1

Blue Cross Hatch = TDR-R Sites

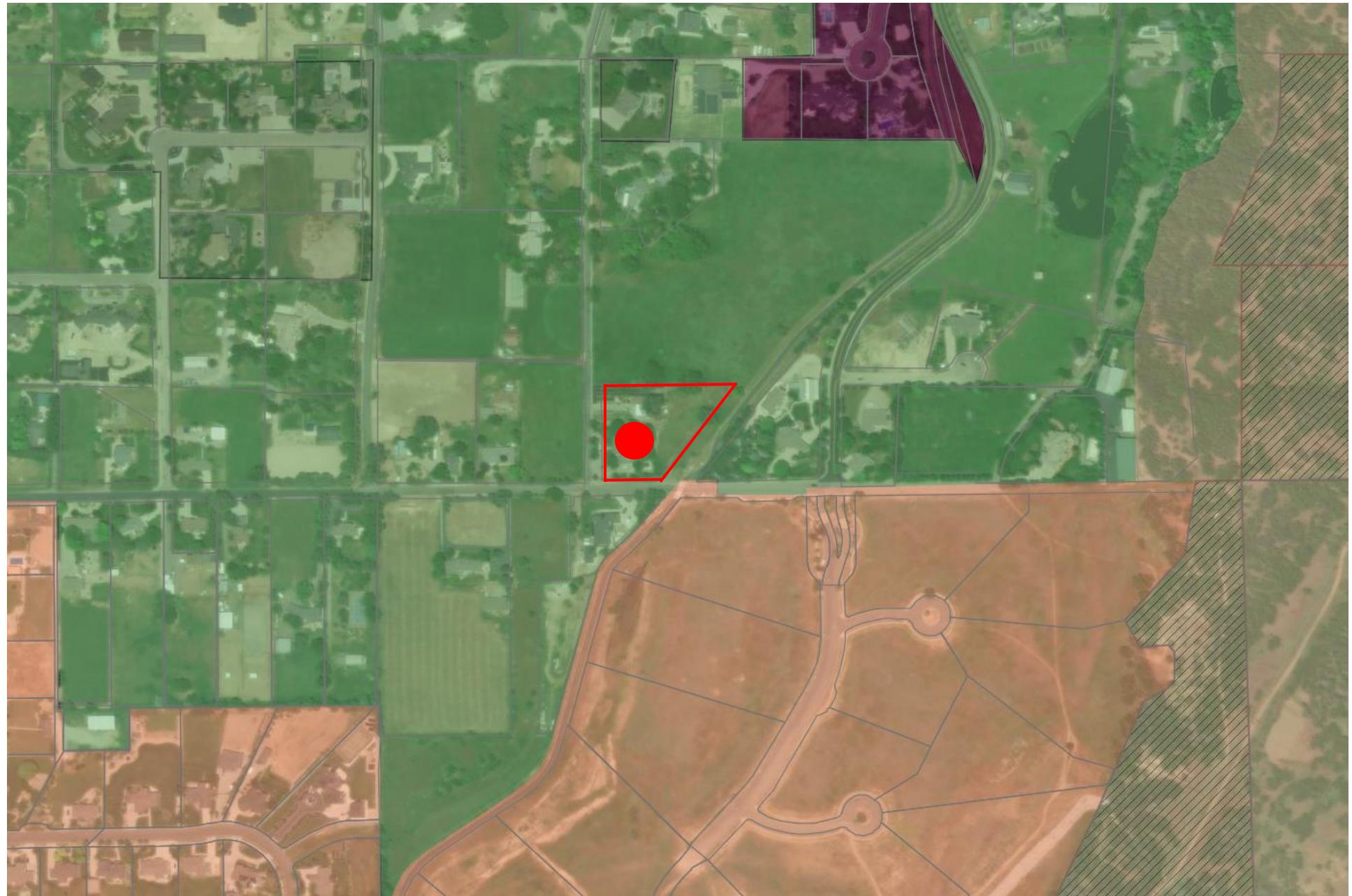


GENERAL PLAN

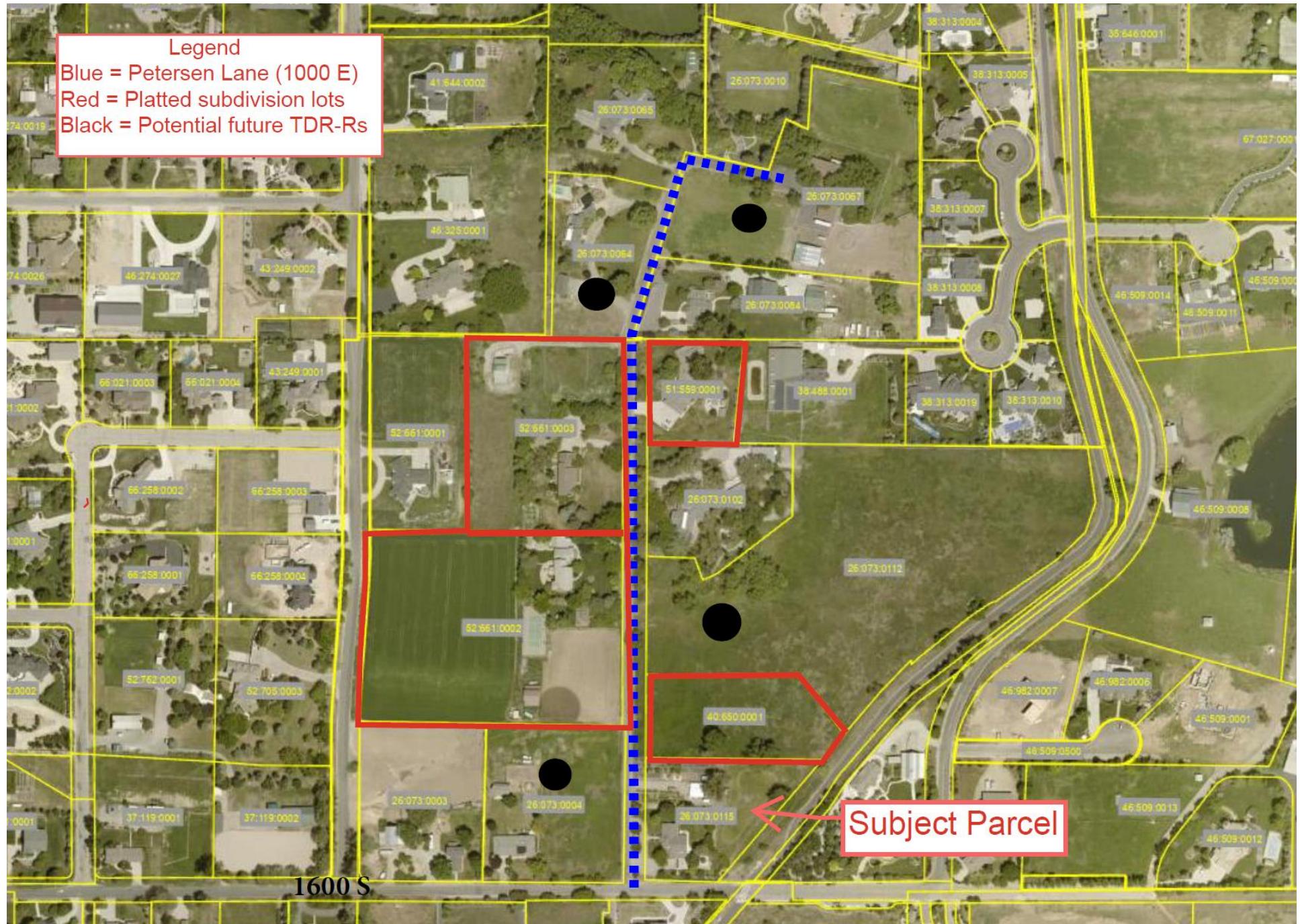
Green = Rural Residential

Orange = Planned Residential Community

Purple = Low Density Residential



Lots eligible to apply for TDR-R in the future



PROPOSED CONCEPT





MAPLETON

U T A H

PLANNING COMMISSION MINUTES

April 10, 2025

PRESIDING AND CONDUCTING: Rich Lewis

Commissioners in Attendance: Melanie Bott
Alece Nelsen
TJ Uriona
Spencer Croshaw
Lily Graham

Staff in Attendance: Sean Conroy, Community Development Director
Jeni Crookston, Planner

Minutes Transcribed by: April Houser, Executive Secretary

Chairman Rich Lewis called the meeting to order at 6:00pm. A prayer and Pledge of Allegiance was given. Alternate Commissioner Spencer Croshaw was seated as a voting member this evening.

Item 1. **Planning Commission Meeting Minutes – March 27, 2025.**

Motion: Commissioner Bott moved to approve March 27, 2025, Planning Commission Meeting Minutes.
Second: Commissioner Nelsen
Vote: Unanimous

Item 4. **Consideration of a request to rezone approximately 2 acres from A2 to A2 (TDR-R) with the intent of creating one new 1-acre lot. The applicants are Mel and Drucilla Huffaker.**

Jeni Crookston, Planner, went over the Staff Report for those in attendance. The subject property is approximately 2-acres in size and is not part of a platted subdivision. A potential concept plan was shown. Staff would recommend approval of this rezone to the City Council, as it meets the City Code to do this. **Commissioner Uriona** recused himself from this item. **Commissioner Nelsen** felt it met the Code.

Chairman Rich Lewis opened the Public Hearing. **Dru Huffaker**, the applicant, has lived in Mapleton for 33 years, and on this parcel for 25 years. They would like their daughter to be able to build on this property. No additional comments were made, and the Public Hearing was closed.

Motion: Commissioner Bott moved to recommend approval to the City Council for a rezone of approximately 2 acres from A2 to A2 (TDR-R) with the intent of creating one new 1-acre lot.

Second: Commissioner Croshaw

Vote: 4:0:1 with Commissioners Lewis, Bott, Nelsen, and Croshaw voting aye and Commissioner Uriona abstaining.



MAPLETON
U T A H

City Council Staff Report

Date:

5/7/2025

Applicant:

Mapleton City

Location:

N/A

Prepared By:

Sean Conroy, Community
Development Director

Public Hearing:

Yes

Attachments:

1. Draft ordinance.
2. PC minutes.

REQUEST

Consideration of an ordinance amending Mapleton City Code (MCC) Title 18 regarding standards for residential accessory buildings.

BACKGROUND & DESCRIPTION

The City has seen significant growth in the number of building permits for accessory buildings including large accessory buildings for uses such as barns, shops, indoor swimming pools, sports courts, apartments, etc. Currently there are a variety of sections in the zoning ordinance that regulate the size and placement of accessory buildings in residential zones. In most zones the main requirements include:

- Accessory buildings cannot cover more than 30% of the rear yard;
- Accessory buildings that are less than 15' in height may be as close as 3' to a side and/or rear property line; and
- Accessory buildings 15' in height or taller must be setback at least 10 feet from the side and rear property lines.

Some property owners have recently complained about the size and placement of an accessory building that was built in their neighborhood. While the building does comply with current standards, it did cause staff to consider reevaluating the regulations to help ensure that there is a balance between property rights and impacts to adjacent landowners.

The Planning Commission held two meetings to review and discuss potential changes to the accessory building standards. Based on the Planning Commission's recommendations, staff is now proposing the following:

- To eliminate confusion and redundancy, place all requirements for accessory buildings in section 18.84.230;
- Continue to allow accessory buildings that are less than 15' in height to be as close as 3' to a side and rear property line;
- Accessory buildings that are at least 15' in height shall comply with the side yard setback of the zone in which the building is located;
- Accessory buildings that are at least 15' in height but do not exceed 18' in height shall have a rear yard setback of at least 10';
- For every 1' of additional height above 18', the building shall be setback at least 2 additional feet from the rear property line, or comply with the standard rear yard setback of the zone (typically 25'), whichever is less restrictive;
- If an accessory building or buildings are 18' in height or less, rear yard coverage may remain at 30%; and

- If an accessory building or buildings are over 18' in height, rear yard coverage shall be reduced to 20%.

EVALUATION

Coverage: The table below shows some average examples of various sizes of lots and how big an accessory building could be under the current standard of 30% coverage, and what they would be if the allowance was reduced to 20% or 15%.

Zone	Typical Lot Size	*Typical Rear Yard	*30% Coverage	*20% Coverage	*15 % Coverage
R-2	1/4 acre	3,100	930	620	465
RA-2	1/3 acre	5,700	1,710	1,140	855
RA-1, TDR	1/2 acre	10,000	3,000	2,000	1,500
RA-1	1 acre	27,500	8,250	5,500	4,125
A-2	2 acre	51,800	15,540	10,360	7,770

The Commission determined that 30% coverage could still be appropriate, provided the building or buildings were 18 feet in height or less. If over 18 feet in height, the Commission recommended reducing the coverage to 20%.

Setbacks & Height: In most zones, the maximum height is 40' for all buildings. The rear setback for a dwelling is typically 25' regardless of the height of the building. Accessory buildings currently can be as close as 3' to a rear property line if they are less than 15' tall and as close as 10' for heights between 15' and 40'. It does seem inconsistent to require a 40' tall dwelling to be setback 25' but to allow a 40' tall accessory building as close as 10'.

The current proposed amendments would allow a maximum height of 18 feet with a rear yard setback of 10 feet. For every additional foot of height, the setback will increase by two feet until you reach the rear setback line (typically 25'). Staff believes that reducing the rear yard coverage and requiring an increased setback for taller buildings will still allow ample opportunities for property owners to build accessory buildings while also being more considerate of adjacent property owners.

RECOMMENDATION

Approve the proposed amendments.

ORDINANCE NO. 2025-
CONSIDERATION OF AN ORDINANCE AMENDING MAPLETON CITY CODE (MCC) TITLE 18
REGARDING STANDARDS FOR RESIDENTIAL ACCESSORY BUILDINGS.

WHEREAS, Mapleton City Code (MCC) Title 18 contains the City's zoning ordinance; and

WHEREAS, a number of sections address various standards for accessory buildings; and

WHEREAS, to more fully balance property rights with impacts on adjacent owners, a number of amendments are being proposed to the regulations governing accessory buildings; and

WHEREAS, the Planning Commission recommended approval of the proposed amendments on April 10, 2025.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to adopt the proposed ordinance as described in Exhibit "A". This ordinance will take effect sixty (60) days from the date of adoption.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH,

This 7th Day of May, 2025.

Dallas Hakes
Mayor

ATTEST:

Camille Brown

City Recorder

Publication Date:

Effective Date:

Exhibit "A"
(changes shown in strikeout and underline)

18.84.230: AREA OF ACCESSORY BUILDINGS:

~~No accessory buildings or group of accessory buildings in a residential zone shall cover more than thirty percent (30%) of the rear yard.~~

Accessory buildings in a residential zone shall comply with the following requirements:

- A. Coverage: No accessory building or group of accessory buildings shall cover more than twenty (20) percent of the rear yard if the building(s) exceeds eighteen (18) feet in height. If the building(s) does not exceed eighteen (18) feet in height the maximum rear yard coverage shall not exceed thirty (30) percent. All accessory buildings shall also comply with the maximum allowed building coverage of the zone in which the lot is located.
- B. Height and setbacks:
 1. Height shall be measured as identified in the zone in which the building is located.
 2. All accessory buildings shall comply with the front yard and side yard, corner lot setback requirements of the zone in which the building is located.
 3. An accessory building that is less than fifteen (15) feet in height shall have a side and rear yard setback of at least three (3) feet.
 4. An accessory building that is at least fifteen (15) feet in height shall comply with the side yard setback of the zone in which the building is located.
 5. An accessory building that is fifteen (15) feet in height but does not exceed eighteen (18) feet in height shall have a rear yard setback of at least ten (10) feet.
 6. For every one (1) foot of additional height above eighteen (18) feet, the accessory building shall be setback at least two (2) additional feet from the rear property line or comply with the standard rear yard setback of the zone in which the building is located, whichever is least restrictive. For example, an accessory building that is twenty feet in height would have a minimum rear setback of fourteen (14) feet.
 7. In no case shall an accessory building be taller than the maximum allowed height of the zone in which the building is located.
- C. Public Utility Easement (PUE): If any accessory structure must be removed, relocated, or otherwise modified in any manner in order to access public utilities within a PUE, the property owner shall bear the full expense of such removal, relocation or modification, together with all costs of restoration.
- D. Drainage: All roof drainage shall be retained on site and not directed at adjacent parcels.

**18.26.020: EXCEPTION TO SIDE AND REAR SETBACK REQUIREMENTS FOR
ACCESSORY STRUCTURES IN RESIDENTIAL ZONES:**

Accessory buildings on residential lots shall comply with the front yard and side yard; corner lot setback requirements, and the building height requirements for the zone in which the building is located. Accessory buildings shall be set back at least ten feet (10') from the side and rear property lines, unless the rear yard faces a public street, in which case the setback shall be the same as the required front yard setback. An accessory building may be located no closer than three feet (3') from the side and/or rear property lines if the following conditions are met:

- A. The building shall be less than fifteen feet (15') tall;
- B. All roof drainage shall be directed away from any adjacent property lines and shall be drained to the property wherein the building is located;
- C. The side and/or rear property line is not facing a public street; and
- D. The building will not be placed over any land designated as a utility easement upon which any underground utility line or system shall have been constructed.

Conforming changes to sections 18.30.020, 18.32.050, 18.36.040, 18.36.060, 18.48.050, 18.50.060, 18.56A.030, 18.56B.020, 18.78A.030, 18.78B.040, 18.78C.080.020, 18.78D.050, 18.78D.050, 18.82A.070, 18.82C.050, 18.82C.070, 18.82D.050, 18.82D.060, 18.82D.070, 18.82F.070, 18.82G.060, 18.82H.070, 18.82I.070, and 18.82J.070 will be made to reference the new requirements in 18.84.230.



MAPLETON
UTAH

PLANNING COMMISSION MINUTES

March 27, 2025

PRESIDING AND CONDUCTING: Melanie Bott

Commissioners in Attendance: Alece Nelsen
Lily Graham

Staff in Attendance: Sean Conroy, Community Development Director
Jeni Crookston, Planner

Minutes Transcribed by: April Houser, Executive Secretary

Acting Chair Melanie Bott called the meeting to order at 6:00pm. A prayer and Pledge of Allegiance was given.

Item 4. Consideration of an ordinance amending Mapleton City Code Title 18 regarding standards for Residential Accessory Buildings.

Sean Conroy, Community Development Director, went over the Staff Report for those in attendance. The city has seen a significant increase in requests for accessory building permits. With current concerns from certain neighbors behind some of these accessory structures, the City felt a possible ordinance amendment should be discussed. Staff are proposing a reduction of rear yard coverage to 20% from the current 30% allowance. For structures over 24' in height, the property owner would have to comply with the same side and rear setbacks as a residential home. Structures less than 15' tall would have a 3' setback. Structures between 15' to 24' tall would have a 10' setback, and structures over 24' tall would require a 25' setback.

Acting Chairman Melanie Bott opened the Public Hearing. **Sharee Killpack** feels the proposed changes sound more appropriate, but felt 2-story buildings should not be able to be located that close to the property line. She felt that buildings over 15' should need to meet the 25' setback as well. She felt CC&R's should be part of the building permit process when reviewed by the city. **Bob Friel** feels the city failed the residents in the Monta Vista subdivision when allowing one of the residents to construct an accessory building in their back yard. He felt the neighbors should have been contacted before the structure referred to was built. **Rance Hutchings** thanked the Commission for looking at changes to the setbacks. He felt the 15' height should be allowed with the 3' setback, but if it exceeded that he felt it should be increased from the current 10' allowance. He wondered if the ordinance would allow for these types of industrial buildings in residential areas to be addressed, feeling they are not being used under the current residential guidelines. **Mac Cory** is

planning to build a larger building and felt that maybe these larger structures should be required to beautify the exterior, not allowing metal buildings. No additional comments were made, and the Public Hearing was closed.

Sean went through some of the comments that had been made. CC&R's are private restrictions that are placed on the property, and the city is not tied to them. From the city's standpoint the subdivision where some of the stated concerns take place, no HOA has been in place, or contact made with the city. Therefore, there has never been a reason to contact residents about proposed accessory buildings. Design standards could be put on accessory buildings, but it would be challenging to regulate. Building Permits, under Utah State Code, are administrative in nature and if the standards are being met the permit must be approved. Height is determined from the main elevation of the property.

Motion: Commissioner Graham moved to continue approval of an ordinance to City Council amending Mapleton City Code Title 18 regarding standards for Residential Accessory Buildings with the directive to have staff come up with a variable on the setback requirement based off the size and height of the proposed accessory building.

Second: Commissioner Nelsen

Vote: Unanimous

Item 4. **Adjourn.**

April Houser, Executive Secretary

Date



MAPLETON
U T A H
PLANNING COMMISSION MINUTES

April 10, 2025

PRESIDING AND CONDUCTING: Rich Lewis

Commissioners in Attendance: Melanie Bott
Alec Nelsen
TJ Uriona
Spencer Croshaw
Lily Graham

Staff in Attendance: Sean Conroy, Community Development Director
Jeni Crookston, Planner

Minutes Transcribed by: April Houser, Executive Secretary

Chairman Rich Lewis called the meeting to order at 6:00pm. A prayer and Pledge of Allegiance was given. Alternate Commissioner Spencer Croshaw was seated as a voting member this evening.

Item 5. Consideration of an ordinance amending Mapleton City Code (MCC) Title 18 regarding standards for residential accessory buildings.

Sean Conroy, Community Development Director, went over the Staff Report for those in attendance. This item was discussed at the previous Planning Commission Meeting. Based on some concerns from residents with larger accessory structures being built in their neighborhoods, Staff felt the code may need some revisions. The amendments would need to protect the rights of property owners while addressing concerns from adjacent property owners. Sean went over the proposed amendments. As accessory structures get taller, the setback requirements will increase.

Commissioner Croshaw asked what the thought process was for the reduction in max rear yard coverage. Reducing the footprint size may cause structures to be built taller. **Chairman Lewis** agreed with that concern, feeling the 30% lot coverage should stay in place with the more restrictive height restrictions. Discussion took place that 1-story structures should potentially be able to cover 30% where those with 2-stories should be required to meet a smaller coverage area of 20%. **Commissioner Nelsen** was in agreeance with that type of amendment. Chairman Lewis was not sure that the additional setback based on height would eliminate view obstruction concerns.

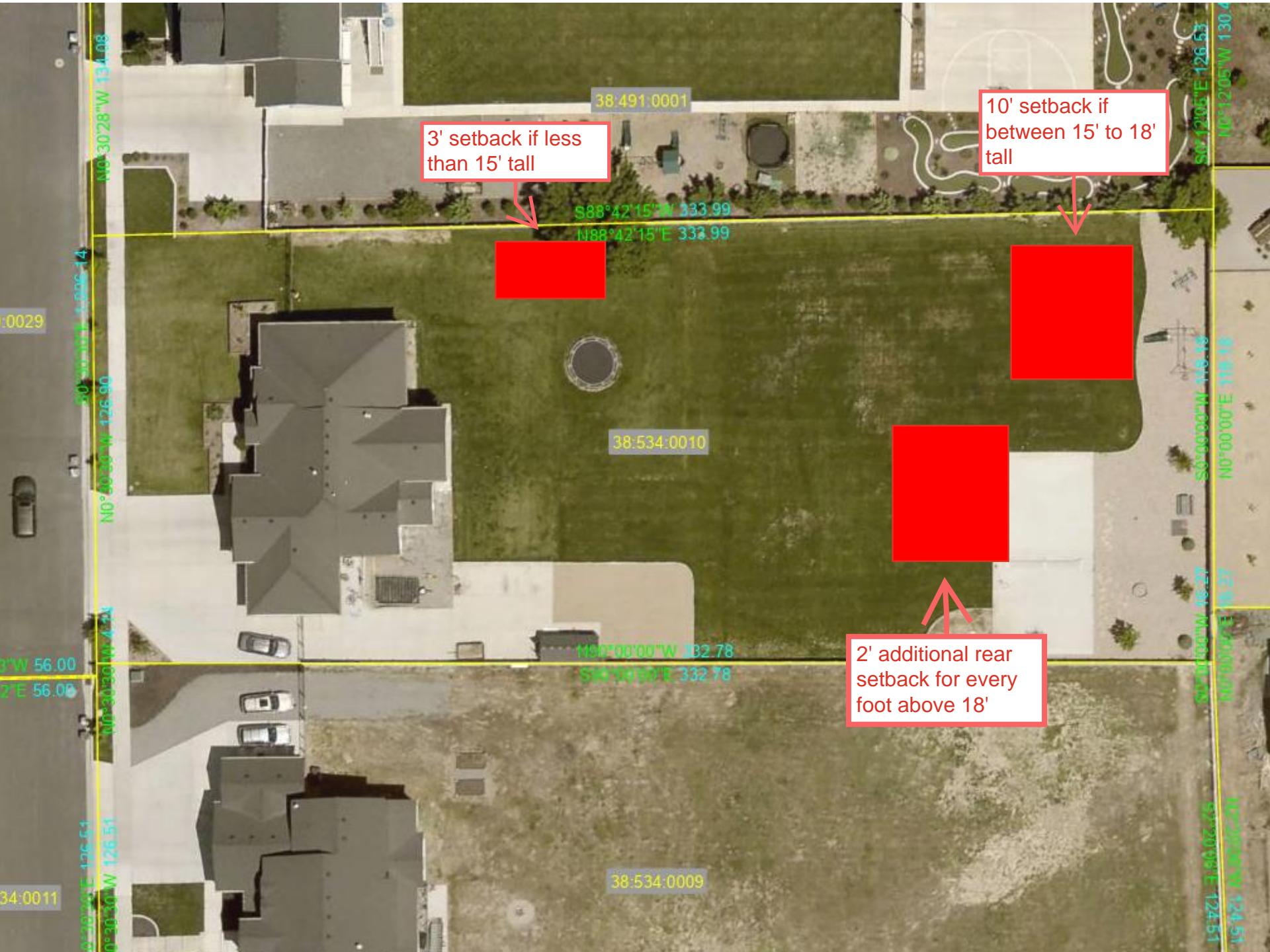
Motion: Commissioner Uriona moved to recommend approval to the City Council of an ordinance amending Mapleton City Code (MCC) Title 18 regarding standards for residential accessory buildings as proposed, with one change listed below:

1. Single story structures be allowed to cover 30% of the rear yard area

and 2-story structures only be allowed to cover 20% of the rear yard area.

Second: Commissioner Bott
Vote: Unanimous

Item 6. **Adjourn.**





MAPLETON
U T A H

City Council Staff Report

Date:

5/7/2025

Applicant:

Twin Hollow LLC (Mike Klauck
Andy Ball) & John and Anne
Allan

Location:

Approx. 200 W 2800 S

Prepared By:

Sean Conroy, Community
Development Director

Public Hearing:

No

Zone:

A-2

Attachments:

1. Application information.

REQUEST

A discussion item to review development options for approximately 55 acres of land located at approximately 200 West and 2800 South.

BACKGROUND & DESCRIPTION

John and Anne Allan own approximately 14.5 acres of undeveloped land located at approximately 200 West and 2800 South. Directly south of the Allan property is approximately 40 acres owned by Twin Hollow, LLC. The properties are surrounded by the Triple Crown subdivision to the north, the Horizon Heights and Mapleton Heights subdivisions to the west, the Twin Hollow and Hidden Hollow Cove subdivisions to the east and the Mapleton Village subdivision to the south. The City's Parkway Trail also runs through the property.

The Allans and Twin Hollow LLC are working together on a master development plan for the property that would include the following:

- A rezone to PRC to allow for flexibility in lot sizes and configurations;
- A total of 61 lots (approximately 14 1-acre lots on the Allan parcel and 47 lots on the Twin Hollow LLC parcel ranging in size from $\frac{1}{2}$ an acre to over an acre; and
- Approximately 8.4 acres of open space.

The applicants are looking for feedback on two basic questions:

- Would the Council consider amending the General Plan and zoning to allow for the proposed density without the need for TDRs?
- If not, would the Council consider a cash donation for the proposed density in-lieu of requiring TDRs?

The purpose of this item is for the Council to discuss the applicant's proposal and to provide guidance.

EVALUATION

General Plan & Density: The Future Land Use Map designates the Allan parcel as "Rural Residential". This designation typically equates to two acre lots, or one acre lots with TDRs. The Twin Hollow LLC parcel is designated as "Low Density Residential" which typically equates to one acre lots, or $\frac{1}{2}$ acre lots with TDRs. The Twin Hollow parcel is also designated as a potential conservation subdivision.

Based on the current general plan designations, the base density for the project would be approximately 43 lots. In order to get to the proposed density of 61, the applicants would need to provide 18 TDR certificates.

Request #1: The applicants' first request is to rezone the property to PRC without the need for any TDRs. This would require the Council first to amend the general plan designation of the Allan parcel from "Rural Residential" to "Low Density Residential" and the Twin Hollow parcel from "Low Density Residential" to "Medium Density Residential".

If the Council determines that the existing general plan designations are outdated, or if the proposed designations would more fully implement the goals and policies of the General Plan, the Council could consider the proposed amendments. While there may be arguments of why the general plan amendments may be appropriate based on the designations of neighboring properties, staff's recommendation is to maintain the existing designations.

Request #2: The applicants' second request would be to allow a cash donation to the City in-lieu of requiring TDRs. The applicants are offering a value of roughly \$30,000 - \$50,000 per TDR for a total of between \$540,000 - \$900,000. The primary reason for proposing a fee in-lieu is the difficulty of securing 18 TDRs on the open market. Staff notes that it has become increasingly difficult to obtain TDRs, especially in any significant number. As the number of available TDRs has gone down overtime, so has the number of willing sellers. Up until a few years ago, \$30,000 - \$50,000 was a reasonable price for a TDR. However, recently staff have seen TDRs sell for between \$100,000 - \$125,000. If the Council is interested in entertaining an in-lieu fee, staff would recommend an amount closer to the \$100,000 range per certificate.

Concept Plan: The concept plan is designed to integrate into the Twin Hollow and Hidden Hollow Cove subdivisions to the south and east. While the primary purpose of this item is to get Council feedback on requests 1 and 2 above, the Council can provide comments on the overall concept plan as well.

RECOMMENDATION

Provide guidance to the applicant.

Attachment "1" Application Information

Sean,

Attached is our concept plan for the South Hollow phase of the Hollows project. Twin Hollow and Hidden Hollow Cove were part of the master plan that was done in 2006. The previous 40 acre Ludlow property has a base zone of 1 acre residential and the Allan portion of the property has a base zone of A2. Our request would be to change the zoning of the entire project to a PRC zone with the density equal to 1 unit per acre with 15% open space.

The design as it stands right now has the following features:

- 55.84 Acres total
- 8.38 acres of open space mostly along the trail and areas that add to the trail environment
- One acre lots in the Allan portion of the project
- Open space and non linear roadways that will blend into the topography similar to the earlier phases of Twin Hollow and Hidden Hollow Cove.

Our base request is to change the zoning to match our well thought out design without any TDRs.

If this is not possible, we would change the zoning of the Allan property to TDR receiving and the zoning of the previous Ludlow portion to be PRC. (the whole project would be part of the PRC zone created) Incrementally we would increase the base density of the Allan property (14.53 acres) from (6) 2 acre lots to (14) one acre lots, and the Ludlow with a base zoning of 37 lots to the as designed layout of 47 lots. This density increase would require 8 TDRs for Allan's, and 10 TDRs for the Ludlow property. Because the amount of TDRs required is high, and after extensive trying over several years to procure TDRs from the existing TDR owners we are proposing to pay the city some amount in lieu of TDRs. Our proposal would be \$30,000 - \$50,000 per TDR required for the project. We also have some parks and trail side improvements that we could do as well in lieu of the TDRs. We also have 2 ERUs that have been eliminated in our subdivision because of the combining of lots in Twin Hollow and Hidden Hollow Cove which we would want credit towards our density increase in South Hollow.

Our secondary request is to pay the city general fund \$540,000 to \$900,000 in exchange for the proposed zoning change to accomodate our designed density. (Funds in lieu of TDRs.)

I have attached the following documents:

- The South Hollow concept design with the open space, lot numbers, and lot sizes shown
- The open space percentage and relative density of the surrounding developments.
- The layout of the Hollows project as a whole.



Proposed Concept Plan

NORTH
SCALE: 1"=100'
100 50 0 100

LEI

CIVIL
STRUCTURAL
SURVEY

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NOT FOR
CONSTRUCTION

SOUTH HOLLOW
MAPLETON, UTAH

EXHIBIT 5



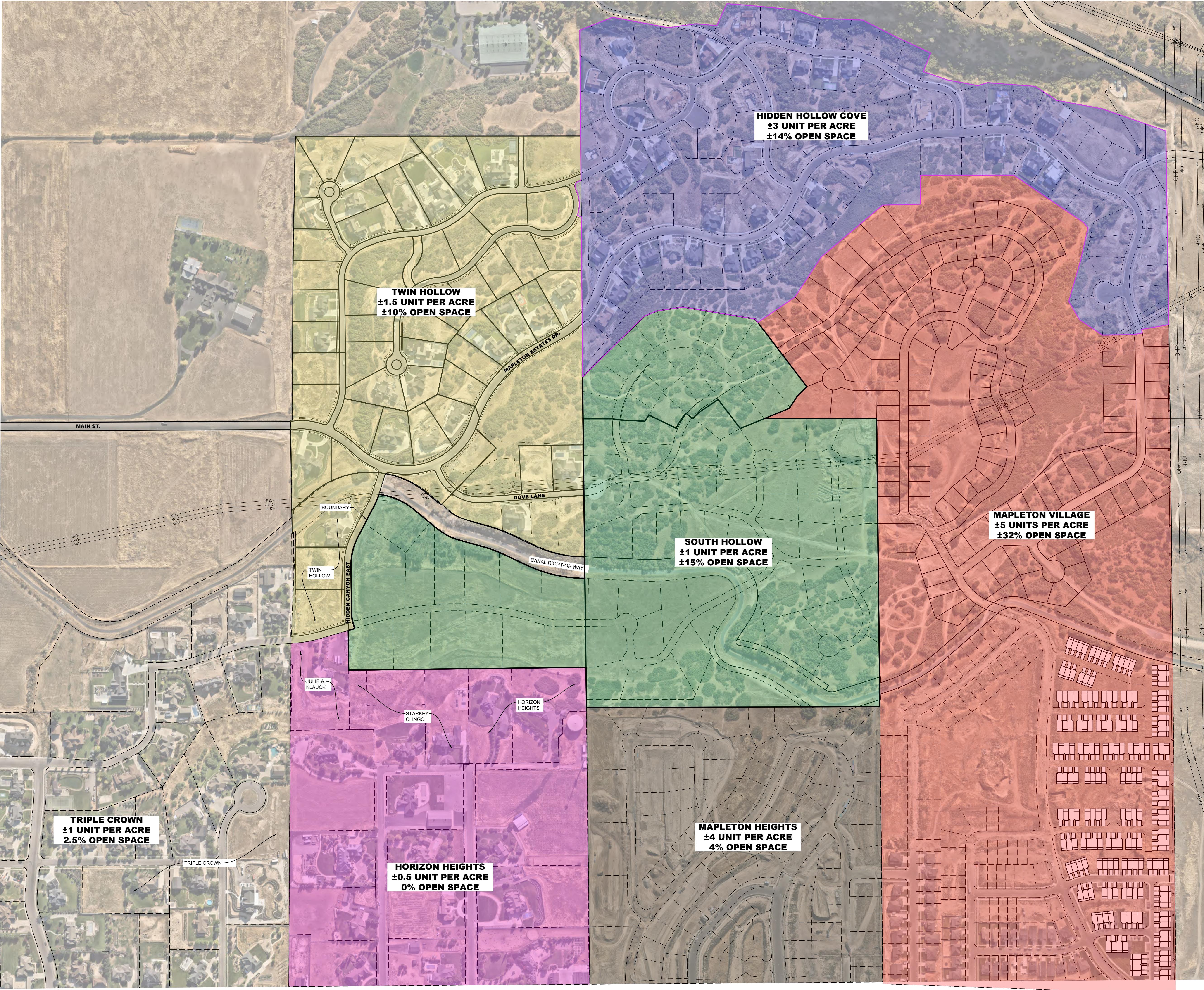
REVISIONS
1 -
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LEI PROJECT #: 2022-0010
DRAWN BY: BAP
DESIGNED BY: NKW
SCALE: 1"=100'
DATE: 2/10/2025
SHEET 1

NOT FOR
CONSTRUCTION

SOUTH HOLLOW
MAPLETON, UTAH

EXHIBIT 6



REVISIONS
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LEI PROJECT #:
2022-0010
DRAWN BY:
BAP
DESIGNED BY:
NWK
SCALE:
1"=200'
DATE:
2/10/2025

SHEET
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THE HOLLOW

