



REGULAR MEETING AGENDA
Mapleton City Council Meeting
Wednesday, October 15, 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- September 17, 2025
2. Consideration of a Resolution allowing Mapleton City to renew the cooperative agreement between the city and the Utah Division of Forestry, Fire, and State Lands. **John Jackson, Public Safety Director/Police Chief**
3. Consideration of a Resolution to reimburse Edge Homes \$185,065.00 for Mapleton City's share to upsize the high pressure Pressurized Irrigation main. **Rob Hunter, Public Works Director/City Engineer**
4. Consideration of a Resolution to approve \$15,363.78 in change orders for Newmann Construction on the Highway 89 Culinary Waterline Replacement Project. **Rob Hunter, Public Works Director/City Engineer**
5. Consideration of a Proclamation leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities. **Cory Branch, City Administrator**

PUBLIC HEARING ITEM:

6. Consideration of an Ordinance to rezone approximately 9.5 acres from A-2 to RA-1 located at approximately 100 South 1000 East. **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-QGmCOXWQOsZq8pGYrsAgenda>

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

A copy of the agenda was posted at the City Offices October 9 2025, at 3:30 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:

October 15, 2025

Applicant:

Public Safety

Location:**Prepared By:**

John Jackson,
Public Safety Director

Public Hearing:

No

Attachments:

Cooperative Agreement

REQUEST

Consideration of a Resolution authorizing the Mayor to sign a cooperative agreement between Mapleton City and the Utah Division of Forestry, Fire, and State Lands (FFSL) for fire prevention and service on state lands surrounding Mapleton City.

BACKGROUND & DESCRIPTION

Mapleton City has maintained a cooperative agreement with the Utah Division of Forestry, Fire, and State Lands for years. The current agreement has expired so the time has come to renew the agreement.

EVALUATION

In short, the agreement outlines how Mapleton City and the FFSL will work in cooperation to prevent and fight fires that may take place on state lands surrounding our community. The agreement includes planning, reporting, financial obligations, training, and commitments to initially attack fires reported on state lands.

RECOMMENDATION

Approve the cooperative agreement between FFSL and Mapleton City.

RESOLUTION NO. 2025-

CONSIDERATION OF A RESOLUTION AUTHORIZING MAPLETON CITY TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS FOR FIRE SERVICES ON SURROUNDING STATE LANDS.

WHEREAS, Mapleton City maintains a Fire Department that has capabilities for Fire protection and EMS services,

WHEREAS, Mapleton City has continually entered into a cooperative agreement with the Utah Division of Forestry, Fire, and State Lands (FFSL) for fire fighting services on surrounding state lands.

WHEREAS, the current agreement has expired and is in need of a renewed agreement between the two entities.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to approve the renewed agreement between Mapleton City and the FFSL for fire services on state lands surrounding Mapleton City.

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

This 15th Day of October, 2025.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder

COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into this ____ day of _____ 2025 (the “Effective Date”), by and between the Utah Division of Forestry, Fire and State Lands (“FFSL”) and _____ **Mapleton** _____ (the “Participating Entity”). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a Party or, collectively, as the Parties.

RECITALS

- A. Pursuant to Utah Code § 65A-8-203, this Cooperative Agreement is required for a county, municipality, or certain other eligible entity and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
- C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-122-200, R652-121-400, and R652-121-600.
- D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
- E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

- 1. “Annual Participation Commitment Report” means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
- 2. “Annual Participation Commitment Statement” means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.

3. “Catastrophic Wildfire” means fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.
4. “Cooperative Agreement” means the same as the term is defined in Utah Admin. Code R652-1-200.
5. “Delegation of Fire Management Authority” means the acceptance by FFSL of responsibility for:
 - i. Managing a wildfire; and
 - ii. The cost of fire suppression, as described in Utah Code § 65A-8-203.
6. “Direct Expenditure” means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. “Direct Payment” means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as per Utah Code § 65A-8-203.4.
8. “Eligible Entity” means the same as the term is defined in Utah Code § 65A-8-203.
9. “Extended Attack” means actions taken in response to wildland fire after Initial Attack.
10. “Firefighter” means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
11. “Initial Attack” means actions taken by the first resources to arrive at any wildland fire incident, including, without limitation, size-up, patrolling, monitoring, holding action, or aggressive suppression action.
12. “In-Kind Activity” means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, <https://www.independentsector.org/>.
13. “Minimum Billing Threshold” means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
14. “Participation Commitment” means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code §§ 65A-8-202 and 65A-8-202.5.
15. “Participating Entity” means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.

- a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year under the term of this Agreement.
- b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions they intend to take that address the wildfire threat. The Participating Entity shall send the completed annual plan to FFSL for review and approval within sixty (60) days of receipt of an Annual Participation Commitment Statement.
- c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
- d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, FFSL shall terminate this Agreement at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.

2. Fulfillment.

- a. The Participating Entity shall fulfill its Participation Commitment, determined by FFSL, pursuant to Utah Admin. Code R652-122-800 and R652-122-200(5)(c).
- b. The Participating Entity shall fulfill its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three.

3. Consultation.

- a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

4. Accounting.

- a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
- c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
- d. At FFSL's discretion, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
- e. The Participating Entity must receive written approval from FFSL before pursuing carry-over for a specific action under Section III(4)(c) of this Agreement.
- f. Amounts reported annually in excess of Participation Commitment shall not carry-over without written approval under this Section III(4).

5. Reporting.

- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
- b. The Participating Entity shall provide an annual accounting of its actions and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
- c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4)(c) of this Agreement in UWRAP.
- d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
- e. FFSL may deny records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.

6. Calculation.

- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Admin. Code R652-122-300, R652-122-400, and R652-122-500.
- b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
- c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdictional boundary. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdictional boundary. The Fire Cost Average may include State-

paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdictional boundary.

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.

- a. Where permitted by Utah Admin. Code R652-122, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting a written appeal that states the reasons for the disagreement to the State Forester within ninety (90) days of the occurrence of the reason for disagreement.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. FFSL shall determine effective wildfire IA pursuant to the definition of IA under this Agreement and Utah Code 65A-8-202, defining IA as what is reasonable for the Participating Entity.
4. The Participating Entity shall have financial responsibility for all IA costs within their jurisdictional boundary, other than the cost of aviation assets.
5. FFSL shall have financial responsibility for all IA aviation asset costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for the wildfire at issue shall occur simultaneously with one of the following events:
 - a. The involvement of state-owned or federally-owned lands in the wildfire;
 - b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
 - c. The request, by the local fire official on scene, of the Participating Entity with jurisdiction; or
 - d. The decision of the State Forester, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. The occurrence of aviation assets on pre-planned dispatch, as established by the State, shall not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report (“CTR”) or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity’s jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity’s jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory “closed fire season,” as defined in Utah Code § 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity’s jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Admin. Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting

in a negligent, reckless, or intentional manner, the Participating Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL shall assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

2. Costs recovered by the Participating Entity beyond the costs, including legal fees in pursuing the Cost Recovery Action, incurred by the Participating Entity itself shall be distributed amongst all other entities with incurred suppression costs.
3. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity’s Historic Fire Cost Average and Participation Commitment.
4. If the Participating Entity does not intend to initiate a Cost Recovery Action under Section IX(1), the Participating Entity shall immediately notify FFSL.
5. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity’s compliance with the terms of this Agreement.
2. If the Participating Entity is found to be in noncompliance, FFSL shall place the Participating Entity on “Probation Status” and provide the Participating Entity with a “Probation Notice” including:
 - a. Notice of the Probation Status;
 - b. The reason for the Probation Status;
 - c. The action(s) the Participating Entity must take to remedy the Probation Status; and
 - d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity’s failure to fulfill its Participation Commitment for the previous calendar year:
 - a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
 - b. FFSL shall credit the Participating Entity’s Participation Commitment expenditures and actions toward the Participating Entity’s outstanding obligation before it may credit the expenditures and actions toward the current obligation;
 - c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the Probation Notice time frame if the underlying noncompliance is not timely remedied; and

- d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
 - a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame.
 - b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
 - c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
5. For the duration of the Probation Status, this Agreement remains valid.
6. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity more than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
 - a. Providing written notice to FFSL of its intent to revoke this Agreement; or
 - b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121-600 and the Participating Entity pays FFSL all outstanding wildfire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildfire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the State Forester within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no limit to the number of terms this Agreement may renew for.
3. The terms of this Agreement may be amended at any time by the written agreement of both Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Admin. Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan ("CWPP") or, subject to FFSL's approval, equivalent wildland fire preparedness plan. The Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan within five (5) years of the Effective Date of this Agreement.
2. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP.

XIV. Wildland Urban Interface.

1. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property, including those requirements agreed to by the Parties in the Wildland Urban Interface Agreement. *See Exhibit B.*

XV. Miscellaneous.

1. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and save

harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code § 65A-8-216 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.
5. The Participating Entity may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

9. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS


_____	_____	_____
FFSL Area Manager Signature	Name	Date

_____	_____	_____
State Forester/Division Director Signature	Name	Date

PARTICIPATING ENTITY

_____	_____	_____
Chief Executive Signature	Name	Date

APPROVED AS TO FORM
UTAH ATTORNEY GENERAL’S OFFICE

 <u>Connor Arrington (Sep 4, 2025 09:42:23 MDT)</u>	<u>Connor Arrington</u>	<u>09/04/2025</u>
Assistant Attorney General Signature	Name	Date

City Council Staff Report

Date:

October 15, 2025

Applicant:

Mapleton City Public Works

Location:

Harmony Ridge Development

Prepared By:

Rob Hunter, City Engineer/
PW Director

Public Hearing:

No

Attachments:

Edge Invoice
Cost Comparison

REQUEST

Approve the reimbursement of \$185,065 to Edge Homes for upsizing the high pressure Pressurized Irrigation main in the Harmony Ridge Development.

BACKGROUND & DESCRIPTION

The 2024 Mapleton Water Systems Master Plan includes a high pressure main for pressurized irrigation along the east bench (Project PI-FT-02). It will extend from from a new high pressure turnout near the CUWCD office in South Mapleton up to the Citys irrigation pond off Maple Street.

As part of the Harmony Ridge development, Edge Homes has been constructing the south portion of that high pressure main, from the CUWCD turnout to the north end of their development. The development agreement for Harmony Ridge states that Edge Homes is responsible for the cost of a 16" high pressure main (what would be need for their demand), and Mapleton City is responsible for the cost to upsize to 20" (what is needed for Mapleton City's full buildout).

EVALUATION

Edge Homes has submitted for reimbursement of 3,160 feet of 20" main that has been built so far. The attached comparison table shows the quoted cost difference between 16" vs. 20", which includes the pipe, connections, and various fittings. Other costs associate with the pressurized irrigation main (such as air vacs, collaring valves, testing, etc.) that would not increase due to the upsize are not included in the comparison or in the reimbursement request. Public Works staff has reviewed and considers the submitted resimbursement amount reasonable for the added cost of upsizing the line.

RECOMMENDATION

Approve the reimbursement of \$185,065 to Edge Homes for upsizing the high pressure Pressurized Irrigation main in the Harmony Ridge Development.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO APPROVE REIMBURSEMENT OF \$185,065 TO EDGE HOMES FOR UPSIZING THE HIGH PRESSURE PRESSURIZED IRRIGATION MAIN IN HARMONY RIDGE

WHEREAS, the 2024 Water Systems Master Plan show the need for a 20” high pressure main for pressurized irrigation extending for the CUWCD turnout to the City irrigation pond; and

WHEREAS, the Harmony Ridge development agreement includes an agreement that Mapleton City will cover the upsize cost from 16” to 20” for the high pressure line through the Harmony Ridge Development; and

WHEREAS, Edge Homes has submitted for reimbursement for the upsize of 3,160 feet of high pressure main that has been installed; and

WHEREAS, Public Works staff has reviewed and considers the submitted reimbursement amount to be reasonable for the added cost of upsizing the line; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, that: the City approves the reimbursement of \$185,065 to Edge Homes for upsizing 3,160 feet of the high pressure Pressurized Irrigation main in the Harmony Ridge Development.

This resolution adopted this 15th day of October, 2025, by the City Council of Mapleton City, Utah.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder

Mapleton City's Share to Upsize PI High Pressure Line

			16"		20"		
	Unit	Quantity	Unit Price	Total	Unit Price	Total	Difference
Connect to Existing Stub	EA	1	\$ 2,755.00	\$ 2,755.00	\$ 2,755.00	\$ 2,755.00	\$ -
PI Main	LF	2740	\$ 97.00	\$ 265,780.00	\$ 146.00	\$ 400,040.00	\$ 134,260.00
PI Main in Steel Casing	LF	420	\$ 138.00	\$ 57,960.00	\$ 186.00	\$ 78,120.00	\$ 20,160.00
Tee With Thrust Block	EA	3	\$ 5,565.00	\$ 16,695.00	\$ 6,735.00	\$ 20,205.00	\$ 3,510.00
Butterfly Valve	EA	6	\$ 7,395.00	\$ 44,370.00	\$ 9,685.00	\$ 58,110.00	\$ 13,740.00
PI Bend	EA	13	\$ 3,305.00	\$ 42,965.00	\$ 4,130.00	\$ 53,690.00	\$ 10,725.00
MJxFlange Adapter	EA	2	\$ 1,965.00	\$ 3,930.00	\$ 3,110.00	\$ 6,220.00	\$ 2,290.00
Plug with Blowoff	EA	1	\$ 2,815.00	\$ 2,815.00	\$ 3,195.00	\$ 3,195.00	\$ 380.00

TOTAL

\$ 437,270.00

\$ 622,335.00

\$ 185,065.00

Edge Construction

INVOICE

13702 S 200 W Ste B12
Draper, UT 84020
801-494-0150

**Bill To**

Mapleton City
1405 W 1600 N
Mapleton, UT 84664

Invoice #

174

Invoice Date

10/07/2025

DESCRIPTION	AMOUNT
PI Upsize Reimbursement	185,065.00
TOTAL	\$185,065.00

Terms & Conditions

Payment is due back immediately please. Checks payable to Edge Construction. Please mail to 13702 S 200 W Ste B12, Draper, UT 84020.

City Council Staff Report

Date:

October 15, 2025

Applicant:

Mapleton City Public Works

Location:

Highway 89 – 800 South
to 1600 South

Prepared By:

Rob Hunter, City Engineer/
PW Director

Public Hearing:

No

Attachments:

Change Orders 3, 4, and 5

REQUEST

Approve Newman's change order requests totaling \$15,363.78 on the Highway 89 Culinary Waterline Replacement Project.

BACKGROUND & DESCRIPTION

The contract with Newman Construction for the Highway 89 Culinary Waterline Replacement Phase 1 project was approved in July 2025. In August 2025, the City Council approved two change orders associated with UDOT requirements that were not anticipated when plans and specification were developed for the project: (1) thicker asphalt, and (2) more flowable fill.

Three additional minor changes orders were required for the project as it progressed:

- 3) The plans and specifications incorrectly showed all services that needed to be redone from the new main to the meter were 1" services. One service was 2" (\$4,358.78)
- 4) Additional square yardage was required in the project mill and overlay, to cover City patches associated with water breaks on the highway (\$5,510.00)
- 5) A pressurized irrigation service was stubbed to a future commercial location anticipated to developed soon, so that it would not need to cut our brand new asphalt on the highway. Whoever builds on that site will be required to reimburse the City the cost at time of development (\$5,495.00).

EVALUATION

The proposed change orders are reasonable and necessary for the project. In addition, the total contract amount is still below the total \$1.3 Million fiscal year budget approved for this project.

RECOMMENDATION

Approve Newman's change order requests totaling \$15,363.78 on the Highway 89 Culinary Waterline Replacement Project.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO APPROVE CHANGE ORDERS 3, 4, & 5 TOTALING \$15,363.78 FOR THE HIGHWAY 89 CULINARY WATERLINE REPLACEMENT PHASE 1 PROJECT.

WHEREAS, Mapleton City wishes to construct a new drinking water pipeline along Highway 89 to replace the corroding existing ductile iron pipeline in the area; and

WHEREAS, this project was awarded to Newman Construction for a total contract amount of \$1,195,000 and approved by City Council on July 16th; and

WHEREAS, changes were required on the project, which modified what had been bid from the project plans and specifications; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, that: the City approves Change Orders 3, 4, & 5 for the Highway 89 Culinary Waterline Replacement Phase 1 Project for Newman Construction for a total of \$15,363.78.

This resolution adopted this 15th day of October, 2025, by the City Council of Mapleton City, Utah.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder



CHANGE ORDER PROPOSAL

13331 So. Redwood Rd. ● Riverton, Utah 84065 ● Phone 254-3524 ● Fax 254-6469

Excavation ● Demolition ● Pipeline

DATE:

JOB NAME:

MAPLETON US-89 12" WATERLINE
2" MATERIAL SERVICE

SUBMITTED TO: MAPLETON CITY

PHONE: 801-489-6253

CONTACT: SETH BARRUS

ITEM #	DESCRIPTION	ESTIMATED QUANITITY	UNIT	UNIT PRICE	AMOUNT
	<u>DESCRIPTION</u>				
1	2" MATERAIL SERVICE (MATERIAL ONLY)	1	LS	\$ 7,017.02	\$ 7,017.02
2	CREDIT 1" DRINK WATER SERVICE (MATERIAL ONLY)	1	LS	\$ (2,658.24)	\$ (2,658.24)
	Total Job				\$ 4,358.78
	NOTES:				

☒ Unit Price (actual measured upon completion)

☐ Lump Sum

BY NEWMAN CONSTRUCTION:

DATE:

ACCEPTANCE: The above prices, specifications and conditions are accepted. Must be signed by an Authorized Representative.

SIGNATURE & TITLE:

DATE:



CHANGE ORDER PROPOSAL

13331 So. Redwood Rd. • Riverton, Utah 84065 • Phone 254-3524 • Fax 254-6469

Excavation • Demolition • Pipeline

DATE:

JOB NAME:

ADDITIONAL MILL & OVERLAY OF ASPHALT RESTORATION

SUBMITTED TO:

MAPLETON CITY

PHONE:

801-489-6253

CONTACT:

SETH BARRUS

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>DESCRIPTION</u>				
1	ADDITIONAL MILL AND OVERLAY OF OLD PATCHES	190	SY	\$ 29.00	\$ 5,510.00
	Total Job				\$ 5,510.00
	NOTES:				

☒ Unit Price (actual measured upon completion)

☐ Lump Sum

BY NEWMAN CONSTRUCTION:

DATE:

ACCEPTANCE: The above prices, specifications and conditions are accepted. Must be signed by an Authorized Representative.

SIGNATURE & TITLE:

DATE:



CHANGE ORDER PROPOSAL

13331 So. Redwood Rd. ● Riverton, Utah 84065 ● Phone 254-3524 ● Fax 254-6469

Excavation ● Demolition ● Pipeline

DATE:

JOB NAME:

MAPLETON US-89 12" WATERLINE

PI SERVICE INSTALL

SUBMITTED TO: MAPLETON CITY

PHONE: 801-489-6253

CONTACT: SETH BARRUS

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>DESCRIPTION</u>				
1	PI service Install	1	EA	\$ 4,850.00	\$ 4,850.00
2	Asphalt	4	SY	\$ 74.25	\$ 297.00
3	Mill and Overlay	12	SY	\$ 29.00	\$ 348.00
	Total Job				\$ 5,495.00
	NOTES:SETH ASKED US TO INTALL THE PI SERVICE SO THE OWNER DOESN'T HAVE TO GET BACK IN THE ROAD AFTER OUR WORK IS DONE				

☒ Unit Price (actual measured upon completion)

☐ Lump Sum

BY NEWMAN CONSTRUCTION: _____ DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. Must be signed by an Authorized Representative.

SIGNATURE & TITLE: _____ DATE: _____



City Council Staff Report

Date:

October 15, 2025

Applicant:

Mapleton City

Prepared By:

Cory Branch

Public Hearing:

No

Attachment:

Proclamation

REQUEST

Consideration to ratify a Proclamation leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities.

BACKGROUND

JustServe is a website where the volunteer needs of organizations are posted, and volunteers search for opportunities to enhance the quality of life in the community. In recent years there has been a growing list of supporters, including local government agencies, the National League of Cities, etc. promoting volunteerism and leveraging JustServe to make it easier for residents to find and engage in volunteer opportunities.

RECOMMENDATION

Approve the attached Proclamation committing to volunteerism in Mapleton City.

Proclamation No. 2025-01

**COMMITMENT TO VOLUNTEERISM IN
Mapleton City**

WHEREAS, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united harmonious society and fosters connections that transcend differences; and;

WHEREAS the strength and prosperity of our cities, towns, and villages are based in the selflessness of its residents to serve and uplift one another; and

WHEREAS, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds and lifting them up and collectively working to improve lives; and

WHEREAS, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

WHEREAS, Mapleton City has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism;

NOW, THEREFORE, BE IT PROCLAIMED, I Dallas Hakes, Mayor of Mapleton City, that Mapleton City commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

IN WITNESS WHEREOF, I have hereunto set my hand and
caused the great seal of Mapleton City to be affixed on
September 25, 2025

Dallas Hakes, Mapleton City Mayor

ATTEST:

Camille Brown
City Recorder



City Council Staff Report

Date:

10/15/2025

Applicant:

Brian Murray

Location:

100 S 1000 E

Prepared By:

Sean Conroy, Community
Development Director

Public Hearing:

Yes

Attachments:

1. Application information.
2. PC minutes.

REQUEST

Consideration of an ordinance to rezone approximately 9.5 acres from A-2 to RA-1 located at approximately 100 S 1000 E.

BACKGROUND & DESCRIPTION

The applicant owns approximately 14 acres of undeveloped property just south of Maple Street. The northern 4.5 acres is currently zoned RA-2 (1/3 acre min) and the southern 9.5 acres is currently zoned A-2 (2 acre min). The applicant is requesting approval to rezone the southern 9.5 acres to RA-1 (1 acre min). The applicant has provided a long-term concept plan to show how the property could develop, but at this time is proposing just one new 1-acre lot.

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 Land Use Element of the General Plan designates the southern portion of the property as "Low Density Residential". This designation encourages lots of one acre or larger and is consistent with the request to rezone the property to RA-1. This designation is meant to be a

buffer between the 1/3 acre zoning to the north and the A-2 zoning to the south.

Zoning and Concept Plan: The applicant's concept plan shows 12 1/3-acre lots on the northern portion of the parcel that is already zoned RA-2. No rezone request is required for the northern portion of the property. The applicant is showing seven 1-acre lots in the area that is being proposed to be rezoned to RA-1. The applicant is only intending on developing what is shown on the concept plan as lot 17 at this time.

Subdivision: The concept plan is provided to help the Council understand the intent of the applicant. 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 for the one new lot, and then a separate subdivision application if/when the other lots are proposed for development.

RECOMMENDATION

Approve the proposed rezone to RA-1.

ORDINANCE NO. 2025-
CONSIDERATION OF AN ORDINANCE TO REZONE APPROXIMATELY 9.5 ACRES FROM A-2 TO RA-
1 LOCATED AT APPROXIMATELY 100 S 1000 E.

WHEREAS, the applicant owns 14.5 acres that is currently zoned RA-2 and A-2; and

WHEREAS, the General Plan designates the norther 4.5 acres as Medium Density Residential and the southern 9.5 acres as Low Density Residential; and

WHEREAS, Mapleton City Code section 18.12.010.B outlines criteria for reviewing proposed rezones; and

WHEREAS, rezone requests are considered legislative in nature and the City Council generally has broad discretion when acting on legislative matters; and

WHEREAS, the Planning Commission recommended approval of the rezone on September 25, 2025.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to rezone approximately 9.5 acres from A-2 to RA-1 as described in exhibit "A".

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH,
This 15th Day of October, 2025.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder
Publication Date:
Effective Date:

Exhibit "A"
Parcel #s: 26:072:0058, 0062 and 0014



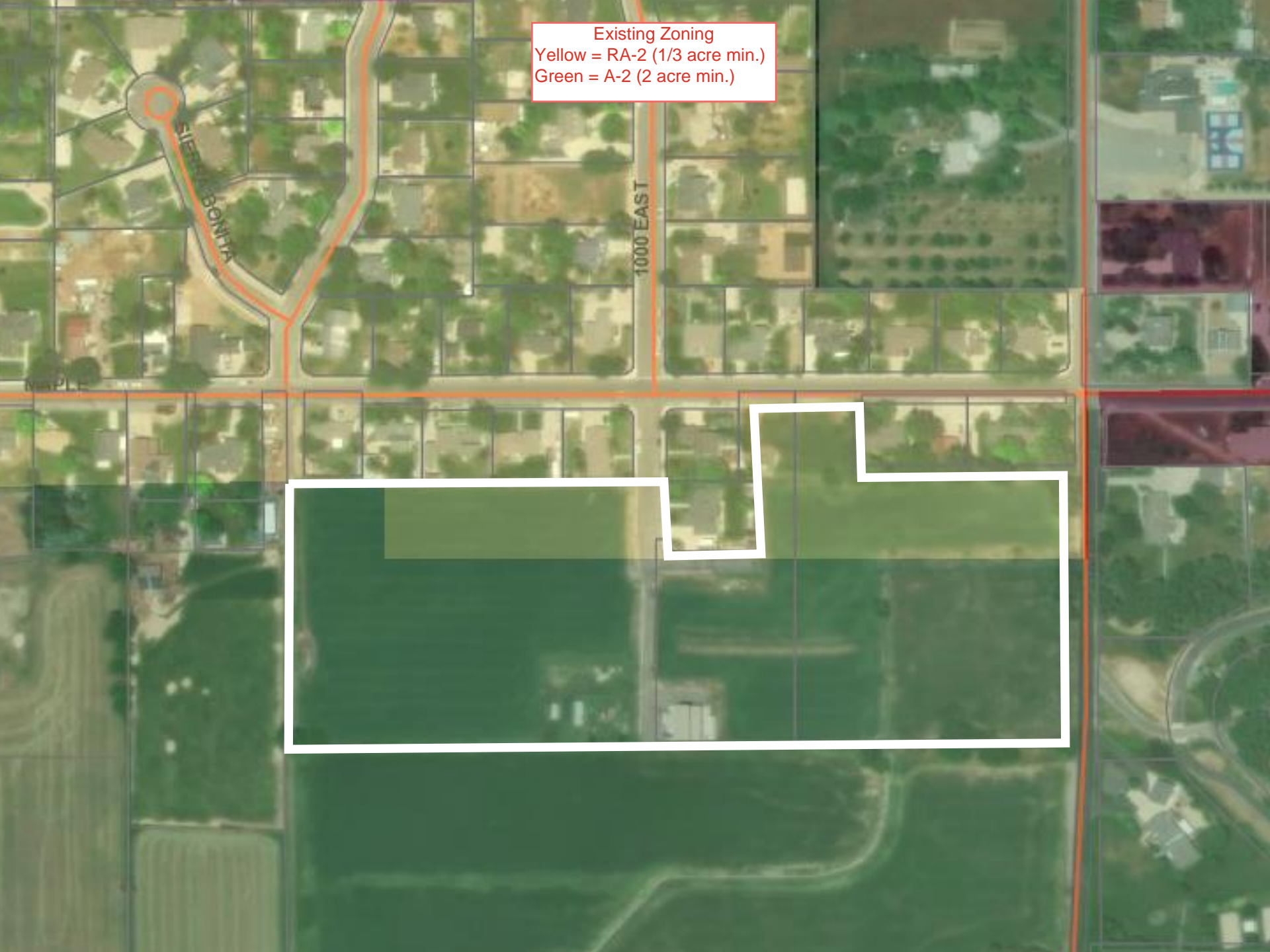
Attachment "1" Application Information


Applicant's
property

Maple Street



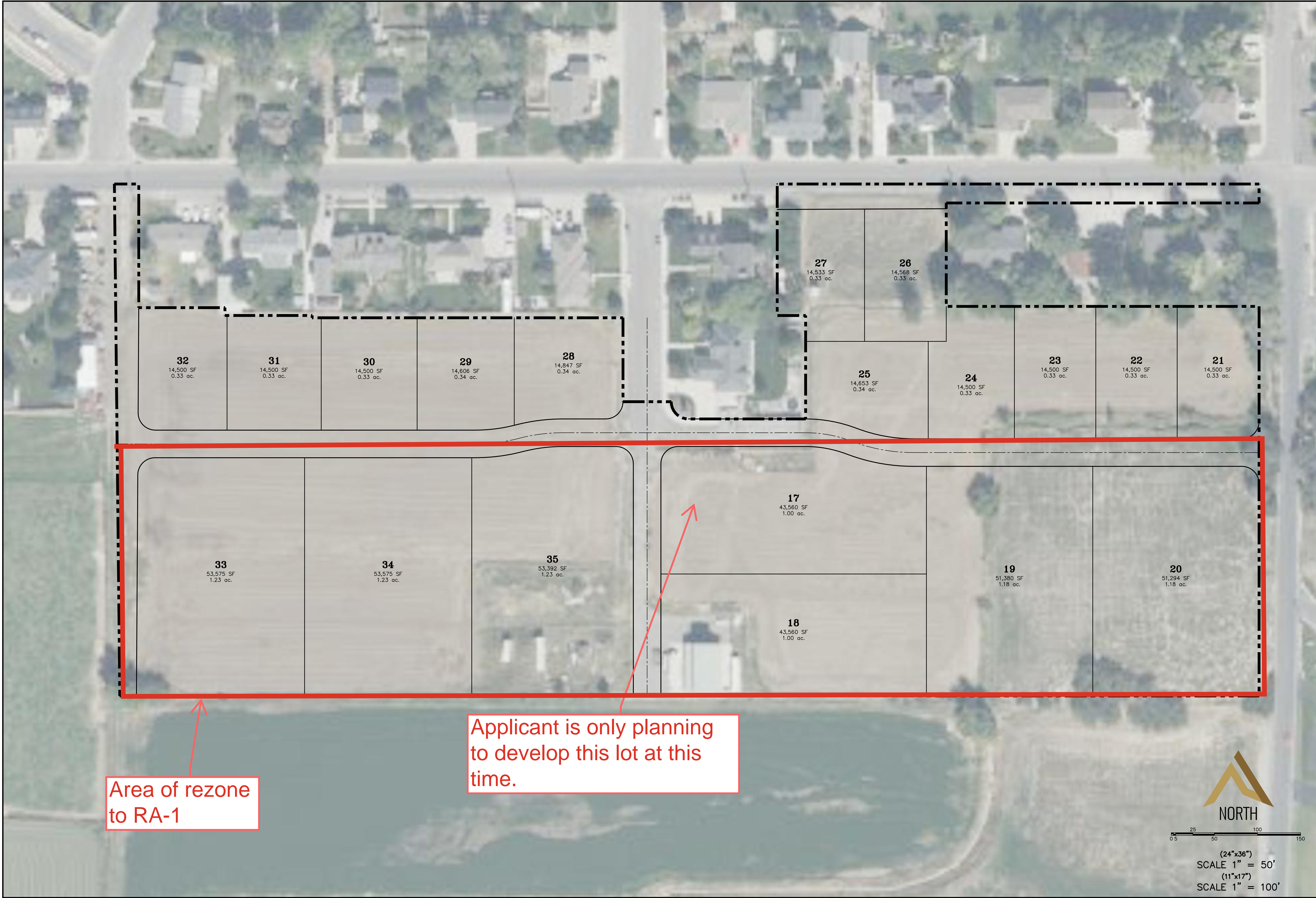
Existing Zoning
Yellow = RA-2 (1/3 acre min.)
Green = A-2 (2 acre min.)





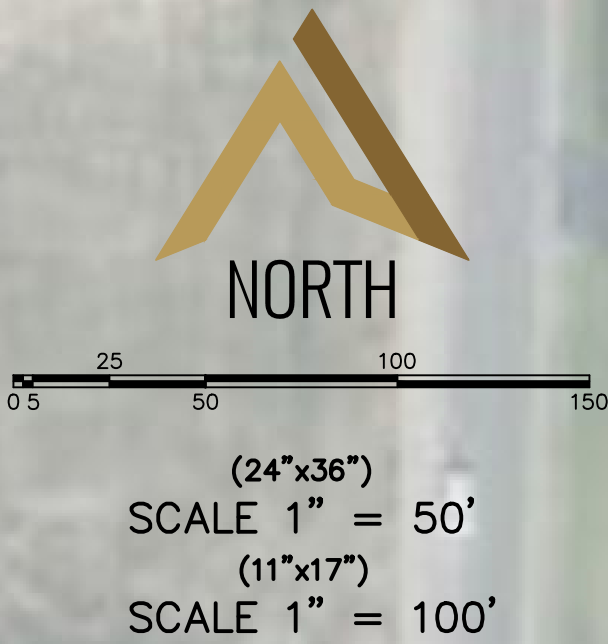
General Plan Designations
Yellow = Medium Density Residential (1/3 acre min.)
Purple = Low Density Residential (1 acre min)
Green = Rural Residential (2 acre min.)

Area of
rezone from
A-2 to RA-1



Area of rezone
to RA-1

Applicant is only planning
to develop this lot at this
time.



MURRAY FARMS

ATLAS ENGINEERING
CIVIL · STRUCTURAL · SURVEY

PHONE: 801-655-0565
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660

CONCEPTUAL PLAN

MAPLETON, UTAH

REVISIONS											
NO.	1	2	3	4	5	6	7	8	9	10	11
DATE											
BY											

SHEET NO. 1



PLANNING COMMISSION MINUTES

September 25, 2025

PRESIDING AND CONDUCTING: Rich Lewis

Commissioners in Attendance: Melanie Bott
Alece Nelson
Spencer Croshaw
Lily Graham

Staff in Attendance: Sean Conroy, Community Development Director

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 Commissioners Lily Graham and Spencer Crowshaw were seated as voting members.

Item 1. Planning Commission Meeting Minutes – August 14, 2025.

Motion: Commissioner Bott moved to approve August 14, 2025, Planning Commission Meeting Minutes.

Second: Commissioner Nelson

Vote: Unanimous

Item 2. Consideration of a Preliminary Plat for the Mapleton Village Upper subdivision consisting of 118 lots located at approximately 100 West 3800 South in the PD-1 Zone.

Sean Conroy, Community Development Director, went over the Staff Report for those in attendance. It included a background on the history of the development. It was originally approved in 2007 for 617 lots on approximately 300 acres. In 2021 the city amended the PD-1 Zone to allow a max of 641 units with the use of 24 Transferrable Development Rights (TDR's). Twin Hollow, Hidden Hollow Cove and Mapleton Village subdivisions have been platted for 305 of these lots. The proposal would be for 118 lots in four phases. Lots would range in size from ¼-acre to ½-acre in size. A natural surface trail system will connect with the other phases. There will be 24-acres protected for open space. Road connections will be required for Phase 1 and 2 from Mapleton Village Parkway to Highway 89 and Harmony Ridge Parkway to Highway 89. Phases 3 and 4 will have two more connections to the north. Commissioner Croshaw asked if there have been any traffic studies in the development. Sean stated that those were provided with the initial approval, but an updated study will be required before the plat is recorded. Commissioner Graham asked how wide the roads were going to be. The main street right-of-way (ROW) is 40', with the more local roads having a

32' ROW. Dylan Young, the applicant, stated that they have initiated the traffic study.

Motion: Commissioner Croshaw moved to approve the Preliminary Plat for the Mapleton Village Upper subdivision consisting of 118 lots located at approximately 100 West 3800 South, with the conditions listed below:

1. All outstanding Development Review Committee (DRC) comments shall be addressed prior to plat recording.
2. One Transferrable Development Right (TDR) certificate shall be required for each lot in the Master Plan above 617 lots.
3. Water dedication and water impact fees shall be required for each lot above 617 lots.
4. The open space shall be privately owned (HOA or Other) with public easements for the trail system.

Second: Commissioner Bott

Vote: Unanimous

Item 3. Consideration a request to rezone approximately 9.5 acres from A-2 to RA-1 located at approximately 100 South 1000 East.

Sean Conroy, Community Development Director, went over the Staff Report for those in attendance. The applicant owns 14-acres. The northern 4.5-acres are zoned RA-2. The southern 9.5 acres are zoned A2. The General Plan designated the 9.5 acres as low density. The applicant is requesting a rezone to allow for 1-acre lots. At this time, they only plan to record a 1-lot subdivision. Commissioner Graham asked what was being discussed this evening, which Sean stated this would be for the rezone only. The plan provided is just a concept of how they could develop it in the future. A subdivision application would have to be approved before the plat is recorded.

Brian Murray, the applicant, stated that most of the land will remain as alfalfa. They do not plan to develop the rest of the property but wanted to get it rezoned in case their children wish to do so in the future.

Chairman Rich Lewis opened the Public Hearing. No comments were made, and the Public Hearing was closed.

Motion: Commissioner Bott moved to recommend approval to the City Council to rezone approximately 9.5 acres from A-2 to RA-1 located at approximately 100 South 1000 East.

Second: Commissioner Nelson

Vote: Unanimous

Item 4. Adjourn.

April Houser, Executive Secretary

Date