



EAGLE MOUNTAIN CITY COUNCIL MEETING

October 6, 2020, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION - VIA LIFESIZE ELECTRONIC MEETING

Proposed interim adjustments to procedures relating to Council Work Sessions and Policy Meetings.

Public meetings will be held electronically in accordance with Executive Order 2020-1 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 52-4-207 due to Infectious Disease COVID-19 Novel Coronavirus issued by Governor Herbert on March 18, 2020.

The public may monitor or listen to open portions of the meeting electronically via Lifesize electronic meeting through Granicus at <https://eaglemountaincity.com/cityrecorder/citymeetings-portal/#meetingdocs>. Click the link to view the live stream and meeting documents.

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

- 1.A DISCUSSION ITEM - Proposed Code Amendment to Add Open Space Zoning Districts
[17.23 Open Space Zones - PROPOSED](#)
- 1.B DISCUSSION ITEM - Proposed Code Amendment to Add a Public Facilities Zoning District
[17.31 Public Facilities Zone - PROPOSED](#)
- 1.C DISCUSSION ITEM - Proposed Code Amendment for Master Plan Developments and Agreements
[16.10 Master Development Plans - REDLINES](#)
[16.10 Master Development Plans - CLEAN](#)
- 1.D DISCUSSION ITEM - Cascade Collision Auto Concept Plan
Cascade Collision Site Plan
Lehi Enclosed Parking Examples
General Plan Land Use Map

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

The City Council will adjourn into a Closed Executive Session for the purpose of discussing reasonably imminent litigation, the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 P.M. POLICY SESSION - VIA LIFESIZE ELECTRONIC MEETING

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. BID AWARDS

9.A [Silverlake Woodhaven Community Park, Phase 1 - Stratton & Bratt Landscape](#)
[Stratton & Bratt Landscape Contract - Silverlake Woodhaven Park](#)
[2020 Bid Opening Results - Silverlake Woodhaven Park](#)

10. BOND RELEASES

10.A [Brandon Park Phase A, Plat 7 - Into Warranty](#)
[Brandon Park Phase A, Plat 7 Bond Release Letter](#)
[Brandon Park Phase A, Plat 7 Recorded Plat](#)

10.B [Brandon Park Phase A, Plat 10 - Into Warranty](#)
[Brandon Park Phase A, Plat 10 Bond Release Letter](#)
[Brandon Park Phase A, Plat 10 Recorded Plat](#)

11. CHANGE ORDERS

11.A [Pony Express Parkway Median Improvements Project Change Order #1 - RBI Inc.](#)
[Pony Express Parkway Median Project - Change Order #1](#)

12. MINUTES

12.A [September 15, 2020 - Regular City Council Meeting](#)

13. PRELIMINARY PLATS & SITE PLANS

13.A SilverLake Plat 28 Site Plan
Site Plans
Final Plat 28
Elevations and Floor Plans
SilverLake South Preliminary Plat
Landscape Plans & Worksheet
SilverLake South Open Space Exhibits 9.5.2019
Silverlake MDA
09.22.2020 Planning Commission Minutes - DRAFT

14. RESOLUTIONS

14.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Policies and Procedures Manual to Adopt a Revised Grooming Policy.
RES--Policies and Procedures Manual - Personal Appearance & Grooming
Personal Appearance and Grooming - DRAFT

SCHEDEDULED ITEMS

15. ORDINANCE/PUBLIC HEARINGS

15.A ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning.

BACKGROUND: (*Presented by Long-Range Planning Manager Pete Kane*) The proposed language incorporates a new zoning transition section to identify appropriate zoning adjacencies. It also includes an update to the lot transition section to align lots sizes with the current residential zoning district size requirements.

ORD--EMMC Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning
17.60 Landscaping Buffering Fencing and Transitioning - CLEAN
17.60 Landscaping Buffering Fencing and Transitioning - REDLINES

16. RESOLUTION

16.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending and Adopting the 2020 Eagle Mountain City Parks, Trails & Open Space Master Plan.

BACKGROUND: (*Presented by Parks and Recreation Director Brad Hickman*) This item was presented to the City Council on September 1 and 15 and was tabled to resolve concerns raised by the City Council.

RES--2020 Parks, Trails, & Open Space Master Plan

17. CITY COUNCIL/MAYOR'S BUSINESS

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

18. CITY COUNCIL BOARD LIAISON REPORTS

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

19. COMMUNICATION ITEMS

19.A Upcoming Agenda Items

CI--Upcoming Agenda Items

20. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 1st day of October, 2020, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

EMMC 17.23 Open Space Zones

17.23.010 What this chapter does.

This chapter establishes the land use regulations and protections for Open Space Zones in Eagle Mountain City. It establishes two types of open space zoning: Natural Open Space (OS-N) and Improved Open Space (OS-I).

17.23.020 Purpose and objective.

The purpose of the Open Space Zones is to preserve and enhance public and private open space, trails, natural areas, and improved park and recreational areas. These areas serve to provide opportunities for active and passive outdoor recreation; provide contrasts to the built environment; preserve scenic qualities; protect sensitive or fragile environmental areas such as wetlands, steep slopes, ridgelines, meadows, and natural washes; preserve the capacity and water quality of the stormwater drainage system; and provide pedestrian, equestrian, and bicycle transportation connections.

17.23.030 Area of designation.

The Open Space Zone shall include and be characterized by one or more of the following:

- A. Land currently or planned to be dedicated to the City as open space, parks, or recreation.
- B. Privately-owned parcels of developments designated as open space, parks, or recreation open to use by the general public.
- C. Publicly-owned or -operated (not municipal) land protected and managed as open space.

17.23.040 Land use table.

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

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

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

Blank = Prohibited

Land Use Table

Open Space Uses

LAND USE	IMPROVED OPEN SPACE (OS-I)	NATURAL OPEN SPACE (OS-N)
Accessory buildings ¹	P	
Amphitheatre	P	
Botanical garden	P	
Cemetery	P	

Communication facilities and towers	S	S
Community garden	P	
Equestrian center, public	P	
Golf course	P	
Open space	P	P
Park	P	
Recreation, outdoor	P	
Rodeo, public	P	
Trails, improved	P	P
Trails, natural	P	P
Utilities, public and private	S	S
Zoological park	P	

¹ Such as barns (publicly-owned), garages, greenhouses, gardening sheds, recreation rooms, and similar structures that are customarily used in conjunction with the primary uses in this district

17.23.050 Development standards.

The development standards are required standards for the Open Space Zones in the city. The City Council, in consideration of a prior recommendation by the Planning Commission, may modify these requirements if in its judgment the modification does not interfere with the use, enjoyment, and character of adjacent properties.

A. Setback requirements for all structures.

1. Front: twenty-five feet (25')
2. Sides: ten feet (10')
3. Rear: twenty-five feet (25')

B. Building height for all structures. Maximum of thirty-five feet (35'), except for special uses which must comply with the height restrictions established in EMMC 17.75.

C. Site plan review. Any open space development within the Open Space Zones that is not reviewed and approved as part of a master development plan, master site plan, or preliminary plat must receive site plan review and approval subject to EMMC 17.100.

D. Architectural review. Any proposed buildings shall comply with the commercial development standards of EMMC 17.72.

E. Landscaping. Shall comply with the landscaping, planting, and fencing standards of EMMC 17.60. Lot size transitioning does not apply.

F. Lighting. All lighting within the Open Space Zones must comply with EMMC 17.56.

G. Parking. Parking shall be provided and designed to meet the requirements of EMMC 17.55.

H. Signs. Signage shall be permitted and treated as signage in a residential zone and shall meet the requirements and standards of EMMC 17.80.

I. Road and trail connections. Where the terrain allows, road and trail connections shall be made to adjoining properties through the Open Space Zones to provide emergency access, minimize the number of points of access to a road, or improve pedestrian and neighborhood circulation. Connections shall be made to existing and future roads and trails.

J. Utility lines. All utility lines running through the Open Space Zones must be located underground, except for high-capacity transmission lines.

17.23.060 Open space protection.

Open space may be protected using any of the three methods listed here. The methods to be used must be clearly established at the time a master development plan, master site plan, preliminary plat, or site plan is filed for review.

A. Dedication for public use. The open space may be dedicated to the City, or to another public agency, but only where it would constitute a part of a park, trail, or open space identified in the current Parks, Trails, and Open Space Plan, or if approved by the City.

B. Private land conservation. Any private land, whole or a portion of, that is identified and developed or used as open space may apply a conservation or similar easement on that land. The easement may be held by the City, another public agency, or a conservation nonprofit organization.

C. Homeowners' association. Every preliminary plan that includes natural or improved open space that will be owned and maintained by the lot owners shall be accompanied by proposed articles of incorporation and covenants for a homeowners' association in which all lot owners shall be members, and which is responsible for the maintenance and preservation of natural and improved open space required by this chapter. These documents shall be recorded with the final plat, upon their approval.

EMMC 17.31 Public Facilities Zone

[PROPOSED]

17.31.010 What this chapter does.

This chapter establishes the land use regulations and requirements for the Public Facilities Zone in Eagle Mountain City.

17.31.020 Purpose and objective.

The Public Facilities Zone is established to provide areas for the location and establishment of facilities which, under public franchise or ownership, or private or nonprofit enterprises operating for the public convenience, benefit and necessity, provide public services such as electricity, gas, communication, transportation, water, sewage treatment, education, religious activities and other public assembly, cultural facilities, and government services.

This zone is intended to provide immediate recognition of such areas upon the official zoning map of the City. Typical uses permitted in the zone are schools, airports, utilities, public equipment storage areas, libraries, and city hall. Though some of these uses will be allowed in other zones to initially accommodate public facilities in appropriate areas without undue difficulty, it is intended that the zone would then be applied to all such facilities for ease of recognition.

17.31.030 Allowed uses.

The following uses shall be allowed within the Public Facilities Zone as permitted uses subject to this chapter:

- A. Cultural uses (theaters, museums, galleries, libraries, performing arts center, etc.)
- B. Public/civic building or facilities (city, county, state, or federally owned)
- C. Public safety facility (police, fire, ambulance)
- D. Public transportation facilities, including storage and stations

17.31.040 Special uses.

The following uses shall be allowed within the Public Facilities Zone as special uses subject to EMMC 17.75 and this chapter:

- A. Communication facilities and towers
- B. Parking garage
- C. Reception / conference / meeting center
- D. Religious or cultural meeting halls
- E. Schools (public, private, and charter)

F. Utilities, public and private

17.31.050 Development standards.

The development standards are required standards for the Public Facilities Zone in the city. The City Council, in consideration of a prior recommendation by the Planning Commission, may modify these requirements if in its judgment the modification does not interfere with the use, enjoyment, and character of adjacent properties.

A. Setback requirements for all structures.

1. Front: ten feet (10') minimum
2. Sides: none (equal to building height when adjacent to a residential zone)
3. Rear: twenty feet (20')

B. Building height for all structures. Maximum of thirty-five feet (35'). Height is measured from the average grade of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures.

C. Site plan review. Any development within the Public Facility Zone that is not reviewed and approved as part of a master development plan, master site plan, or preliminary plat must receive site plan review and approval subject to EMMC 17.100.

D. Architectural review. Any proposed buildings shall comply with the commercial development standards of EMMC 17.72.

E. Landscaping. Shall comply with the landscaping, planting, and fencing standards of EMMC 17.60. Lot size transitioning does not apply.

F. Lighting. All lighting within the Public Facilities Zone must comply with EMMC 17.56.

G. Parking. Parking shall be provided and designed to meet the requirements of EMMC 17.55.

H. Signs. Signage shall be permitted and treated as signage in a commercial zone and shall meet the requirements and standards of EMMC 17.80, except for schools which shall follow the school signage requirements and standards of that chapter.

Chapter 16.10

Master Development Plans

16.10.010 What this chapter doesPurpose.

This chapter establishes the requirements and review and approval processes for master developments plans, master development plan agreements and required information to be submitted. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.1)]. As a growing city, master developments provide the community a way to better understand, plan for, and approve large development areas. Master developments help to ensure that these projects relate well to surrounding uses while also establishing public investments and benefits for the development and community.

16.10.020 Purpose.

Development of large tracts of land requires careful, detailed, and well-informed coordinated land use planning and additional planning, design and funding by or on behalf of the city for roads, water, sewer, dry utility infrastructure, parks and other kinds of public facilities and services to serve the public interest. It also involves major investments in land and infrastructure, which often take place before it is feasible for a developer to file an application specific enough to obtain development approval for a subdivision, site plan, building permit, etc. There are essentially three components that comprise the master development plan process: a land use plan, a utility plan, and an economic analysis. Dependent upon the location of existing utilities and project size, the master development plan process may require all three plans to be reviewed and approved simultaneously.

- A. Land Use Plan — Zoning Districts. Approval of a land use and zoning plan for a specified geographic area that is being proposed for development;
- B. Utility Plan — Required Infrastructure. All off site utilities and other public infrastructure that will be required to be installed in order to service the proposed development, including an estimated demand on all city utility systems;
- C. Economic Analysis — Funding Mechanisms. Funding mechanisms to provide for all off site utilities and other public infrastructure. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.2)].

16.10.030-020 Master development plansapproval required.

Master development approvals are required for any development project that meets the criteria below. Master developments require the approval of a master development plan (MDP) and master development agreement (MDA).

- A. Parcel Projects in Excess of 160-50 Acres. A master development approval plancontaining a land use plan, utility plan, and economic analysis shall be required of any development that is in excess of 160-50 acres in size or which has a gross density of 5.21 dwelling units per acre or higher. Property that is proposed for development and contiguous to other parcels that are all held in common ownership shall be considered the same property for the purpose of this requirement. In such cases where multiple

~~property owners of contiguous land propose development together, such parcels shall be considered the same property for the purpose of this requirement. Property shall not be divided in order to circumvent the size requirements with respect to the submittal of master development plans.~~

B. Projects in Excess of 200 Acres. Any proposed development of more than 200 acres in size must divide the project into separate master development applications of 200 acres or less. A master development approval may be granted, based on the criteria outlined in this chapter, in a phased approach in order to ensure adequate build out within the defined timeframe and benchmarks of an approved MDA before approving additional master developments of the larger project.

C. Property Ownership. Property shall not be divided in order to circumvent the size requirements with respect to the submittal of master development applications.

BD. Annexations. A master development ~~plan approval~~ shall be required for property that is in excess of ~~160-50~~ acres and is pending annexation into the corporate boundaries of the city for the purposes of immediate development. ~~This requirement may be waived by the City Council if they determine that the project does not include off-site infrastructure and/or includes only one proposed zoning district for development.~~ Land that is ~~in excess of 160 acres not intended for immediate development~~ may be annexed into the city and shall be zoned as ~~agricultural Agriculture~~ and ~~may be proposed for development through a master development plan required upon the development of the property approval process at a later date.~~

CE. City Council Discretion. ~~Notwithstanding the requirement for a master development plan for parcels in excess of 160 acres, the city council may require, at its discretion, a master development plan application and approval for any development within the city. That criteria may include, but is not limited to: off-site infrastructure, more than one zoning district, ridgelines, unique open space, or potential impacts to other properties. In certain cases, the planning commission may recommend that the city council waive the land use plan, utility plan, or economic analysis of the master development plan process depending upon the size of the parcel and location of the property to existing utilities.~~ [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.3)].

16.10.040-030 General considerations.

The following general considerations apply to all proposed master development ~~s~~ ~~plans~~:

A. Densities and Zoning Districts. ~~In granting approval of a master development plan, the city allows a developer or owner to vest the right to a specified use, or range of uses, and density, or range of densities, within a specified area.~~ A master development ~~plan~~ proposal is a ~~zoning change~~ ~~zone~~ request and must contain specific proposed zoning districts and site use designations authorized by EMMC Title 17 for ~~each proposed major phase of the proposed master development plan and~~ all land within the ~~plan area~~ ~~master development~~. An application for a master development shall be processed as an application for a rezone request pursuant to EMMC 17.90.

B. Zoning Map and General Plan Amendments. ~~If the proposed zoning, land uses, and/or major roads in the master development do not comply with the current Future Land Use & Transportation Corridors Map, the application shall be processed as an application for a Future Land Use & Transportation Corridors Map Amendment.~~ An application for approval of a master development plan shall be

~~processed as an application for a zoning map amendment and general plan future land use plan and transportation corridor map amendment if necessary.~~

~~C. Master Development Plan. As outlined in this chapter, the application materials act as the MDP and guiding documents for the proposed development of the property. As the MDP is finalized through the review and approval process, the MDP will be used as a basis for the MDA. C. Licensed Professionals. Every master development plan, including all phases of future development, shall have professionally licensed engineers, landscape architects, and other design professionals directly involved in the project that shall be available during presentations to the planning commission and the city council. Review of applications for the approval of master development plans shall be guided by the criteria established in this title.~~

~~D. Development Approvals. Approval of a master development plan does not constitute approval to proceed with development. A developer is required to obtain subdivision and development approvals required by this title and other city ordinances. Separate permits or approvals are required to grade property, excavate, install utilities, subdivide or otherwise improve property as dictated by state statutes and the city's ordinances.~~

~~E. Master Development Agreement. Creation of a development agreement that identifies land uses, zoning, residential densities, nonresidential land uses, public and private funding obligations, construction of public and private amenities, impact fees or other development credits, bonus density systems and phasing of the development shall be executed upon approval of the master development plan. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.4)]. An MDA will be executed between the applicant and City to specify the land uses, zoning, traffic circulation, public and private funding obligations, construction of public and private infrastructure and amenities such as trails and parks, impact fees or other development credits and obligations, off-site utility construction, excavation material processing, allowed earth removal methods, and phasing of the master development.~~

16.10.050-040 Application.

Property owners or their duly authorized agent shall make application for a master development ~~plan on forms prepared by the planning director to the planning department. A complete master development application includes the application form, all elements listed in this section below, and the application fee. No master development plan application shall be processed without the submission of the application, all the supporting materials required by this chapter, and the processing fee.~~ Incomplete applications shall not be processed ~~under any circumstance.~~

A. Supporting Materials. All master development ~~plan~~ applications shall contain, at a minimum, the following information: ~~The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.~~

1. Legal Description. A legal description of the property.
2. Vicinity Map. A vicinity map showing the approximate location of the subject ~~parcel~~ property with relation to the other major areas of the city.
3. Traffic Plan. A plan showing the major street layout, ~~street construction phasing, with and~~ detailed traffic study prepared by a traffic engineer. ~~Roadways included in the city's current~~

transportation plan within one-quarter mile of the project as well as within the project must be included in the traffic plan.

4. Public Notice. Addressed and stamped envelopes (the city's address will be the return addresses on the envelopes) of all property owners located within 600 feet of the proposed master development plan area (including a minimum of at least 25 adjacent property owners).
4. Fee. The processing application fee required by the current consolidated fee schedule approved by the city City council Council and public notice fee (to be calculated and paid prior to the first public meeting).
5. Project Team. A list of project team members including licensed professionals (engineers, landscape architects, etc.) directly involved in the project that shall be available during presentations to the Planning Commission and City Council.

B. Land Use Plan. Master development plans applications that are required to submit shall include a land use plan shall submit the following in addition to the items identified in subsection A of this section that identifies the following:

1. Existing Conditions. A map showing the current zoning designations including all existing zoning and zoning overlay districts on the property along with existing physical characteristics of the site including waterways, natural washes, historical sites and features, areas with greater than 25% slope, geological information, fault lines, general soil data, and contour data at two-foot intervals.
2. Compatibility Statements. A statement explaining how the proposed development is compatible with surrounding land uses and other areas of the city and how internal compatibility will be maintained.
3. Environmental Impact Report. Five An environmental impact reports and an electronic copy in an acceptable format detailing potential impacts of the proposal on existing vegetation and wildlife, watercourses, sources of water, waste generation, noise, etc. Sensitive lands, historical sites, and endangered plants should be identified. The planning director shall establish a format for this submission and identify those areas requiring specific attention.
4. Proposed Land Use and Zoning Map. A map together with a general description of the proposed development indicating the general development pattern, land uses, proposed densities, open spaces, parks and recreation, trails and any other important elements of the project. A map with details of the proposed development indicating the:
 - a. General development pattern – Phasing shall generally begin near existing roads and infrastructure and then move towards undeveloped areas;
 - b. Land uses – This shall include roads, water retention/detention, open spaces, parks and recreation, trails;
 - c. Proposed zoning districts – All proposed zoning districts shall be identified on a project map. The zoning districts are not required to be in a grid/box format and are

encouraged to follow natural contours and progression of development transitioning according to EMMC 17.60; and

4.d. Any other important elements of the project.

~~5. Zoning Districts. A compatibility statement that demonstrates compliance with the zoning district that exists on the subject property or the zoning district that is being proposed for the subject property.~~

~~6.5. Parks and Open Space Trail Plan. A plan showing the maps indicating how the proposed master plan development will comply with the city's City's current open space, parks, trails and recreation regulations Parks, Trails, and Open Space Master Plan. If any parks, open space, and/or trails will be developed in phases, the proposed phasing shall be outlined.~~

~~C. Utility Plans. Master development plans applications that require a utility plan shall submit the following items in addition to those identified in subsection A of this section shall include the following utility plans:~~

1. Grading, Drainage, and Erosion Plan. A grading, drainage, and erosion plan showing ~~the existing~~ roadways, drainage ways, vegetation, and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour event.
 - a. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.
 - b. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.
 - c. A ~~general discussion~~ description of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.
 - d. The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharged into downstream waters and how oils, ~~and~~ greases, ~~and~~ other pollutants are separated from storm water.
2. Infrastructure Map. A map showing the existing and proposed infrastructure including ~~proposed~~ roadways, utility locations and capacities, and the estimated impacts of the ~~proposed~~ master development ~~plan~~ on all public utilities including potable water, irrigation water, wastewater, transportation, fire protection, ~~and~~ solid waste, ~~parks and recreation demands of the proposed project.~~

~~D. Economic Infrastructure Funding Analysis. Master development plans that require an economic analysis shall submit the following items in addition to those identified in subsection A of this section:~~

1. ~~Financing Infrastructure. An financing infrastructure financing report describing in reasonable planning-level detail the cost of all infrastructures required to serve the area of the proposed plan development.~~ Engineering estimates of construction costs, based upon recent expenses incurred for

similar facilities in the area, may be used. The financial element may suggest the use of special improvement districts with privately funded reserve funds or the use of other financial methods requiring the cooperation of the ~~city~~City or the use of public finance authorization legally and practically available to the ~~city~~City. The plan shall include the use of property collateral of the development ~~proponent applicant~~ to assure the ~~city~~City that the proposal will not unduly burden the ~~city~~City, adjoining landowners who will not voluntarily participate in the project, or other property owners in the city. The plan must show that the required infrastructure can be constructed by the developer or jointly by the city and the developer using the funding provided by the ~~developer applicant~~ sponsored by publicly authorized financial methods proposed in the plan. ~~[Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.5)]~~.

16.10.050 Waivers.

An applicant may request in writing a waiver of specific required elements of a master development application or waiver from requirement of a master development approval.

A. Waiver for Elements of the Application.

1. At the time an application is submitted, the applicant must include a written request of any item they seek to not include or create as part of their application. The request shall include a brief description as to why the element does not apply to the proposed project.
2. During the review process as outlined in EMMC 16.10.060, the Planning Commission and City Council will review the request for the waiver along with the other submitted materials. The City Council may approve the request for the waiver, or if denied, the applicant will then be required to submit the outstanding materials which then will require review following the process outlined in EMMC 16.10.060.

B. Waiver of Requirement for Master Development Approval.

1. Upon submission of a written request to waive the requirement for master development approval, the Planning Commission will hold a public hearing to review the request. The Planning Commission will then make a recommendation to the City Council.
2. The City Council will hold a public hearing to review the waiver request and take final action to approve, amend, or reject the waiver request.

C. Criteria to Approve a Request for Waiver. The City Council may approve a request for waiver of either items listed above upon finding of one or more of the following:

1. The project's concept plan review (pursuant to EMMC 16.15) received feedback from the Planning Commission and/or City Council in regards to reduced master development application requirements;
2. The project will not require modification or additions to existing conditions (zoning designation, land use designation, roadways);
3. The project involves limited development requirements for infrastructure; or

4. The strict application of EMMC 16.10 would result in peculiar or exceptional difficulties, or exceptional and undue hardship, or the buildable area of the property is significantly reduced by topography or pre-existing easement restrictions.

16.10.060 Approval Review and approval process.

Upon the completion of a concept plan pursuant to EMMC 16.15, the developer shall an applicant may file a properly completed master development plan application following the requirements of EMMC 16.10.040. The master development plan application shall not be construed as an absolute right upon submission of an application and does not require the approval body to take action based upon findings of facts. The master development is not valid and approved until the MDA is executed.

The City shall review the application in accordance with the following procedure. The planning commission and city council shall review and take action on proposed master development plans in accordance with the following procedure:

A. Development Review Committee. Upon receipt of a complete master development application, a staff review by the Development Review Committee (DRC) with the applicant will be scheduled. The review will provide initial feedback and items for revision for the applicant to take into consideration prior to the public review. Additional DRC reviews may be necessary, depending on the feedback and requested changes.

AB. Planning Commission Review. Upon receipt of a complete master development plan application, the planning director shall schedule the application for a public hearing before the planning commission. The planning director shall cause all property owners within 600 feet of the boundaries of the proposed master development plan area (including a minimum of at least 25 adjacent property owners and affected entities if there be any) to be notified by first class mail of the time and place of the public hearing at least 10 days prior to the planning commission meeting. A copy of the public notice of the hearing shall also be posted in three public places (including the city offices) within the city at least 10 days prior to the hearing. The city recorder shall cause that this hearing is advertised in accordance with the requirements of any applicable state statutes. Upon completion of the DRC review process, the planning department shall schedule the application for a public hearing before the Planning Commission. The Planning Commission shall conclude their hearing with a recommendation of action to the City Council.

BC. City Council Review. The city council, after receiving a recommendation from the planning commission, shall also conduct a public hearing. The notice requirements for this hearing are identical to the planning commission hearing. Upon completion of the Planning Commission review process, the City Council shall conduct a public hearing on the application.

1. If the City Council approves the MDP, the process will move forward to an MDA.
2. If the City Council denies the MDP, the applicant may apply for a master development on the property after one year from the date of denial, unless the City Council finds that there has been a substantial change in the application, circumstances, or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Any future application will be considered a separate application and must follow the full application and review process as outlined in this chapter.

~~CD. Master Development Agreement. Prior to taking final action on a proposed master development plan, the city council shall also approve a master development plan agreement negotiated with the developer. This agreement shall set forth the vesting granted to the property, phasing of the development, expiration date of the agreement, timing of construction of public improvements, maintenance of improvements, and any other special conditions relating to lot design, performance standards, necessary off-site conditions or improvements, shared open space, parks, location of utilities, physical characteristics of the subject property and any other conditions or methodologies that need to be identified within the development agreement. An initial agreement shall be drafted by the City. Review of the agreement will take place first at the staff level. The agreement will then be reviewed at a public meeting held by the Planning Commission which will provide a recommendation to the City Council. The agreement review will conclude with a public meeting by the City Council which will then take action on the agreement and authorize staff to finalize the agreement and mayor to execute. Depending on the scale and scope of the project, the City Council may request a third-party legal review of the final agreement for compliance with local, state, and federal laws prior to executing the agreement. The agreement shall meet all requirements of EMMC 16.10.080.~~

~~D. Preliminary Plat Approval. An approved master development plan map may serve as a preliminary plat, allowing the project to proceed to final platting, if it provides the same level of detail as a preliminary plat with respect to each of the requirements found in Chapter 16.20 EMMC, Preliminary Plats.~~

~~The applicant shall inform the planning commission and the city council of their desire for a master development plan to serve as a preliminary plat at the time of application. [Ord. O-25-2016 § 2 (Exh. A); Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.6)].~~

16.10.070 Criteria for ~~review of master development plans~~ approval of MDPs.

~~A Master master development plans application~~ shall be evaluated using the following criteria. The ~~planning Planning commission Commission~~ and ~~city City council Council~~ will determine compliance with these criteria:

A. General Criteria.

1. Slope. Is the slope of each area designated for ~~a particular use or density development~~ suitable for ~~that use or density the intended development? Does the application restrict development from areas with a slope greater than 25%~~?
2. Natural Hazards. Can the proposed ~~uses development~~ reasonably be established without hazard of slope failure (rockfall, landslides, debris flows, and similar earth movements)?
3. Storm Water Runoff. ~~Does the application include development methods that will not accelerate runoff and erosion in a way that would have adverse downslope or downstream impacts? Given proper planning (as will be required at the time of an application for a major development permit) can the proposed uses and densities reasonably be established without accelerating runoff and erosion in a way that would have adverse downslope or downstream impacts?~~

4. Protection of Natural Channels and Ridgelines. Will the proposed uses and densitiesdevelopment be reasonably compatible with the protection of natural channels and comply with the ridgeline protections as provided in EMMC 17.62, where applicable?
5. Flooding. Will the proposed uses-development be reasonably safe from flooding, including alluvial fan flooding?
6. Soil Characteristics. Is the soil in each area designated for a particular use or densitydevelopment generally suitable for that use or densitydevelopment? Soil characteristics that shall be considered in answering this question include depth to rock, depth to water table, texture, permeability, expansiveness, corrosivity, and runoff potential. The suitability tables found in the Soil Survey of the Fairfield-Nephi Area, Utah, parts of Juab, Sanpete, and Utah Counties issued by the USDA Soil Conservation Service may be used in answering this question.

B. Criteria Related to Infrastructure.

1. Utilities. Can the proposed uses and densitiesdevelopment be adequately served by Eagle Mountain's planned municipal utilitiesexisting and proposed utilities for the project area?
2. Streets. Does the street plan comply with the Transportation Master Plan? Can the proposed uses and densitiesdevelopment be adequately served by Eagle Mountain's planned network of major streetsthe City's Transportation Master Plan and the project's proposed local streets?
3. Water Rights. Is there legally enforceable documentation to the satisfaction of the city attorney that substantiates the ability of the developer to convey water rights to the cityCity based on the number of dwellings and commercial uses in the project and the areadevelopeddevelopment need, including both building lots and common usable improved open space?

C. Criteria Related to Compatibility.

1. Compatible Densities Development – Adjacent Parcels. Will the proposed uses and densitiesdevelopment be reasonably compatible with existing or planned uses on adjoining lands? Is the proposed plan consistent with the Eagle Mountain City future land use plan mapthe City's Future Land Use Map or requested amendment? The answer to these questions may be based on the standards established in EMMC 17.60.150 and 17.60.160. The answer to this question may be based on the assumption that the proposed uses and densities will comply with this title and EMMC Title 17, including the performance standards designed to help ensure land compatibility.
2. Compatible Densities Zones and Transitions – Internal Parcels. Will the proposed uses and densitieszones and residential lot size transitions be reasonably compatible with each other in accordance with EMMC 17.60.150 and 17.60.160? The answer to this question shall be based on the assumption that the proposed uses and densities will comply with this title and EMMC Title 17, including the performance standards designed to help ensure land compatibility. Does the placement of proposed uses help buffer potentially incompatible uses from one another?
3. Buffering Incompatible Uses. Does the placement of proposed uses and densities help buffer potentially incompatible uses from one another?

D. Criteria Related to Design.

1. Open Space.

- a. Does the proposed ~~densities development~~ include the ~~planned community~~ improved open space required by this title?
- b. Does the proposed pattern of ~~uses and densities~~ development attempt to make effective use of the ~~planned community~~ open space?
- c. Does the development incorporate trails, parks, and other open spaces included in the City's Parks, Trails, and Open Space Master Plan?
- 1-d. Does the plan attempt to combine open spaces into larger more usable parks and open spaces?

2. Neighborhood Open Space. Are the proposed uses and densities consistent with the provisions of ample neighborhood open space? [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.7)]. Public Facilities. Does the proposed development include land designated for public uses including churches, schools, community centers, etc.?

16.10.080 Criteria for approval of MDAs.

The MDA shall include the following elements to ensure the method, timing, and requirements of construction throughout all phases of the master development. The MDA shall be a standard template originated by the City and modified as needed through the review process.

A. Development Rights and Responsibilities. The MDA shall include the approved development rights of the project and responsible parties for completion of project elements including but not limited to:

1. Vesting granted to the property;
2. Phasing of the development;
3. Construction and maintenance of public improvements;
4. Special conditions relating to lot design, necessary off-site conditions or improvements, open space and parks, location of utilities, physical characteristics of the property; and
5. Any other conditions or methodologies necessary for the master development's buildup.

B. Benchmarks. The applicant shall be required to take measurable action, upon the execution of the MDA through performance benchmarks including but not limited to:

1. A set time limit to apply for the first site plan and/or preliminary plat;
2. A set time limit from the approval of the first site plan and/or preliminary plat to begin site work;
3. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of curb, gutter, and road completion; and

4. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of open space, park, and/or trail completion.

C. Expiration of the Master Development. Master development approvals shall expire six (6) months from the date of approval by the City Council if an MDA has not yet been approved and signed by all applicable parties. MDAs shall:

1. Include an expiration of terms of the agreement with a set time limit determined at the approval of the MDA; and
2. Not extend longer than six (6) years from the signing of the agreement.

D. General Plan Compliance. A compatibility statement that confirms compliance with the City's Future Land Use Map, Master Transportation Plan, and General Plan documents.

E. Amendments and Extensions of Time. The MDA shall include sections for amendments and extensions of time to the MDA based on the requirements and allowances in this chapter at the time of the MDA approval.

16.10.090 Master development amendments.

A. Amendments. After a master development is approved and prior to completion of the full build out of the project, an amendment to the master development approval will require an approval for any proposed change to the MDP or MDA.

A proposed amendment may include, but is not limited to, changes that:

1. Alter the amount of land area for any use(s);
2. Require a rezoning of property;
3. Require an amendment to the General Plan's Future Land Use Map and/or Transportation Plan;
4. Require a plat amendment; or
5. Alter the timing of benchmarks or other terms in the MDA.

B. Amendment Review and Approval Process.

1. Application. An application for amendment must be submitted to the planning department. The application requirements will follow those outlined in EMMC 16.10.040, but will only require documents that are directly related to the particular amendment request.
2. Review. A review of the amendment request will follow EMMC 16.10.060.
3. Action. The City Council shall take the final action on the amendment request.

16.10.080-100 Expirations and extensions of approvals.

~~Master development plan approvals shall expire two years from the date of approval by the city council if a master development agreement has not yet been approved.~~

A. Expiration of Approval. A master development approval shall be determined to have expired when:

1. The MDA failed to be signed by both the City and the applicant(s); or
2. The term of the agreement has expired based on the set time limit.

AB. Extensions of Time. It is the responsibility of the applicant to request an extension of time prior to the MDA expiration. An extension of time may be requested ~~by an applicant~~ with the following requirements:

1. A written, signed request for an extension ~~of time~~ shall be received by the planning ~~director department at least three (3) months~~ prior to the expiration date of the project.
2. The request ~~for an extension of time~~ shall specify any progress made on the project's MDA benchmarks and conditions of approval, ~~and~~ the reason(s) for the extension request, ~~along with~~ ~~and~~ any supporting documentation.

BC. Criteria for Approving Extensions of Time. The Planning Commission shall take final action on an extension of time request. The Planning Commission may approve up to two (2) two-year extensions of time to a master development that meets the following criteria. ~~It is the responsibility of the applicant to request an extension of time prior to a project's expiration. The city is not responsible to remind applicants of expiration dates. The planning director shall approve or deny a request for an extension of time within a reasonable period of time after receiving the request. The planning director may grant up to a single one-year extension of time to any project that meets one of the following criteria:~~

1. The applicant ~~must have shown~~has demonstrated a good faith effort to initiate the project by ~~systematically~~ completing ~~predevelopment conditions~~any applicable conditions and benchmarks; or
2. The extension is necessary due to a delay in action by the City or other public agency or by uncontrolled circumstances including, but not limited to, economic or natural disaster or a city, state, or federal emergency declaration. ~~The applicant's initiation of development activities is based on an action by the city or other public agency which has not taken place or was delayed, resulting in a time delay beyond the permit holder's control.~~

CD. Appeals. An ~~applicant may appeal of the planning director's~~Planning Commission's decision ~~final action on the extension of time request shall be submitted~~ to the ~~planning commission~~City Recorder's Office within fifteen (15) days of the date of the decision. The appeal will be considered by the City Council. ~~The applicant may then appeal a decision of the planning commission to the city council within 15 days of the planning commission's decision.~~ In no case shall the planning commission or city council approve more than a single one-year extension of time. ~~An appeal of the City Council's appeal decision shall be made to the district court within thirty (30) days of the City Council's decision.~~

D. Resubmitting an Expired Project. ~~A project that has expired may be resubmitted within two years of the expiration date for a fee to cover time and materials, not to exceed 50 percent of the original fee, if the project is substantially similar to the expired plan.~~ The resubmitted project must be in compliance with the current development code at the time of resubmittal. [Ord. 0-16-2010 § 2 (Exh. A)].

Chapter 16.10

Master Developments

16.10.010 Purpose.

This chapter establishes the requirements and review and approval processes for master developments. As a growing city, master developments provide the community a way to better understand, plan for, and approve large development areas. Master developments help to ensure that these projects relate well to surrounding uses while also establishing the required public investments and benefits for the development and community.

16.10.020 Master development approval required.

Master development approvals are required for any development project that meets the criteria below. Master developments require the approval of a master development plan (MDP) and master development agreement (MDA).

- A. Projects in Excess of 50 Acres. A master development approval shall be required for any development in excess of 50 acres in size.
- B. Projects in Excess of 200 Acres. Any proposed development of more than 200 acres in size must divide the project into separate master development applications of 200 acres or less. A master development approval may be granted, based on the criteria outlined in this chapter, in a phased approach in order to ensure adequate build out within the defined timeframe and benchmarks of an approved MDA before approving additional master developments of the larger project.
- C. Property Ownership. Property shall not be divided in order to circumvent the size requirements with respect to the submittal of master development applications.
- D. Annexations. A master development approval is required for property that is in excess of 50 acres and is pending annexation into the corporate boundaries of the city for the purposes of immediate development. This requirement may be waived by the City Council if they determine that the project does not include off-site infrastructure and/or includes only one proposed zoning district for development. Land that is not intended for immediate development may be annexed into the city and shall be zoned as Agriculture and may be proposed for development through a master development approval process at a later date.
- E. City Council Discretion. The City Council may require a master development application and approval for any development within the city. That criteria may include, but is not limited to: off-site infrastructure, more than one zoning district, ridgelines, unique open space, or potential impacts to other properties.

16.10.030 General considerations.

The following general considerations apply to all proposed master developments:

A. Zoning Districts. A master development proposal is a rezone request and must contain specific proposed zoning districts and site use designations authorized by EMMC Title 17 for all land within the master development. An application for a master development shall be processed as an application for a rezone request pursuant to EMMC 17.90.

B. General Plan Amendments. If the proposed zoning, land uses, and/or major roads in the master development do not comply with the current Future Land Use & Transportation Corridors Map, the application shall be processed as an application for a Future Land Use & Transportation Corridors Map Amendment.

C. Master Development Plan. As outlined in this chapter, the application materials act as the MDP and guiding documents for the proposed development of the property. As the MDP is finalized through the review and approval process, the MDP will be used as a basis for the MDA.

D. Master Development Agreement. An MDA will be executed between the applicant and City to specify the land uses, zoning, traffic circulation, public and private funding obligations, construction of public and private infrastructure and amenities such as trails and parks, impact fees or other development credits and obligations, off-site utility construction, excavation material processing, allowed earth removal methods, and phasing of the master development.

16.10.040 Application.

Property owners or their duly authorized agent shall make application for a master development to the planning department. A complete master development application includes the application form, all elements listed in this section below, and the application fee. Incomplete applications shall not be processed.

A. Supporting Materials. All master development applications shall contain, at a minimum, the following information:

1. Legal Description. A legal description of the property.
2. Vicinity Map. A vicinity map showing the approximate location of the subject property with relation to the other major areas of the city.
3. Traffic Plan. A plan showing the primary street layout, street construction phasing, and detailed traffic study prepared by a traffic engineer. Roadways included in the city's current transportation plan within one-quarter mile of the project as well as within the project must be included in the traffic plan.
4. Fee. The application fee required by the current consolidated fee schedule approved by the City Council and public notice fee (to be calculated and paid prior to the first public meeting).
5. Project Team. A list of project team members including licensed professionals (engineers, landscape architects, etc.) directly involved in the project that shall be available during presentations to the Planning Commission and City Council.

B. Land Use Plan. Master development applications shall include a land use plan that identifies the following:

1. Existing Conditions. A map showing the current zoning designations including all existing zoning and zoning overlay districts on the property along with existing physical characteristics of the site including waterways, natural washes, historical sites and features, areas with greater than 25% slopes, geological information, fault lines, general soil data, and contour data at two-foot intervals.
2. Compatibility Statement. A statement explaining how the proposed development is compatible with surrounding land uses and other areas of the city and how internal compatibility will be maintained.
3. Environmental Impact Report. An environmental impact report detailing potential impacts of the proposal on existing vegetation and wildlife, watercourses, sources of water, waste generation, noise, etc. Sensitive lands, historical sites, and endangered plants should be identified.
4. Proposed Land Use and Zoning Map. A map with details of the proposed development indicating the:
 - a. General development pattern – Phasing shall generally begin near existing roads and infrastructure and then move towards undeveloped areas;
 - b. Land uses – This shall include roads, water retention/detention, open spaces, parks and recreation, trails;
 - c. Proposed zoning districts – All proposed zoning districts shall be identified on a project map. The zoning districts are not required to be in a grid/box format and are encouraged to follow natural contours and progression of development transitioning according to EMMC 17.60; and
 - d. Any other important elements of the project.
5. Parks, Open Space, and Trails Plan. A plan indicating how the proposed master development will comply with the City's current Parks, Trails, and Open Space Master Plan. If any parks, open space, and/or trails will be developed in phases, the proposed phasing shall be outlined.

C. Utility Plans. Master development applications shall include the following utility plans:

1. Grading, Drainage, and Erosion Plan. A grading, drainage, and erosion plan showing roadways, drainage ways, vegetation, and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour event.
 - a. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.
 - b. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.
 - c. A description of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.

- d. The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharged into downstream waters and how oils, greases, and other pollutants are separated from storm water.
- 2. Infrastructure Map. A map showing the existing and proposed infrastructure including roadways, utility locations and capabilities, and the estimated impacts of the master development on all public utilities including potable water, irrigation water, wastewater, transportation, fire protection, and solid waste.

D. Infrastructure Funding Analysis. An infrastructure financing report describing in reasonable planning-level detail the cost of all infrastructure required to serve the area of the proposed development. Engineering estimates of construction costs, based upon recent expenses incurred for similar facilities in the area, may be used. The financial element may suggest the use of special improvement districts with privately funded reserve funds or the use of other financial methods requiring the cooperation of the City or the use of public finance authorization legally and practically available to the City. The plan shall include the use of property collateral of the development applicant to assure the City that the proposal will not unduly burden the City, adjoining property owners who will not voluntarily participate in the project, or other property owners in the city. The plan must show that the required infrastructure can be provided by the applicant or jointly by the City and the applicant using the funding provided by the applicant sponsored by publicly authorized financial methods proposed in the plan.

16.10.050 Waivers.

An applicant may request in writing a waiver of specific required elements of a master development application or waiver from requirement of a master development approval.

A. Waiver for Elements of the Application.

- 1. At the time an application is submitted, the applicant must include a written request of any item they seek to not include or create as part of their application. The request shall include a brief description as to why the element does not apply to the proposed project.
- 2. During the review process as outlined in EMMC 16.10.060, the Planning Commission and City Council will review the request for the waiver along with the other submitted materials. The City Council may approve the request for the waiver, or if denied, the applicant will then be required to submit the outstanding materials which then will require review following the process outlined in EMMC 16.10.060.

B. Waiver of Requirement for Master Development Approval.

- 1. Upon submission of a written request to waive the requirement for master development approval, the Planning Commission will hold a public hearing to review the request. The Planning Commission will then make a recommendation to the City Council.
- 2. The City Council will hold a public hearing to review the waiver request and take final action to approve, amend, or reject the waiver request.

C. Criteria to Approve a Request for Waiver. The City Council may approve a request for waiver of either items listed above upon finding of one or more of the following:

1. The project's concept plan review (pursuant to EMMC 16.15) received feedback from the Planning Commission and/or City Council in regards to reduced master development application requirements;
2. The project will not require modification or additions to existing conditions (zoning designation, land use designation, roadways);
3. The project involves limited development requirements for infrastructure; or
4. The strict application of EMMC 16.10 would result in peculiar or exceptional difficulties, or exceptional and undue hardship, or the buildable area of the property is significantly reduced by topography or pre-existing easement restrictions.

16.10.060 Review and approval process.

Upon completion of a concept plan review pursuant to EMMC 16.15, an applicant may file a master development application following the requirements of EMMC 16.10.040. The master development application shall not be construed as an absolute right upon submission and does not require the approval body to take action based upon findings of fact. The master development is not valid and approved until the MDA is executed.

The City shall review the application in accordance with the following procedure:

A. Development Review Committee. Upon receipt of a complete master development application, a staff review by the Development Review Committee (DRC) with the applicant will be scheduled. The review will provide initial feedback and items for revision for the applicant to take into consideration prior to the public review. Additional DRC reviews may be necessary, depending on the feedback and requested changes.

B. Planning Commission Review. Upon completion of the DRC review process, the planning department shall schedule the application for a public hearing before the Planning Commission. The Planning Commission shall conclude their hearing with a recommendation of action to the City Council.

C. City Council Review. Upon completion of the Planning Commission review process, the City Council shall conduct a public hearing on the application.

1. If the City Council approves the MDP, the process will move forward to an MDA.
2. If the City Council denies the MDP, the applicant may apply for a master development on the property after one year from the date of denial, unless the City Council finds that there has been a substantial change in the application, circumstances, or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Any future application will be considered a separate application and must follow the full application and review process as outlined in this chapter.

D. Master Development Agreement. An initial agreement shall be drafted by the City. Review of the agreement will take place first at the staff level. The agreement will then be reviewed at a public

meeting held by the Planning Commission which will provide a recommendation to the City Council. The agreement review will conclude with a public meeting by the City Council which will then take action on the agreement and authorize staff to finalize the agreement and mayor to execute. Depending on the scale and scope of the project, the City Council may request a third-party legal review of the final agreement for compliance with local, state, and federal laws prior to executing the agreement. The agreement shall meet all requirements of EMMC 16.10.080.

16.10.070 Criteria for approval of MDPs.

A master development application shall be evaluated using the following criteria. The Planning Commission and City Council will determine compliance with these criteria:

A. General Criteria.

1. Slope. Is the slope of each area designated for development suitable for the intended development? Does the application restrict development from areas with a slope greater than 25%?
2. Natural Hazards. Can the proposed development reasonably be established without hazard of slope failure (rockfall, landslides, debris flows, and similar earth movements)?
3. Storm Water Runoff. Does the application include development methods that will not accelerate runoff and erosion in a way that would have adverse downslope or downstream impacts?
4. Protection of Natural Channels and Ridgelines. Will the proposed development be reasonably compatible with the protection of natural channels and comply with the ridgeline protections as provided in EMMC 17.62, where applicable?
5. Flooding. Will the proposed development be reasonably safe from flooding, including alluvial fan flooding?
6. Soil Characteristics. Is the soil in each area designated for development generally suitable for that development? Soil characteristics that shall be considered in answering this question include depth to rock, depth to water table, texture, permeability, expansiveness, corrosivity, and runoff potential. The suitability tables found in the Soil Survey of the Fairfield-Nephi Area, Utah, parts of Juab, Sanpete, and Utah Counties issued by the USDA Soil Conservation Service may be used in answering this question.

B. Criteria Related to Infrastructure.

1. Utilities. Can the proposed development be adequately served by existing and proposed utilities for the project area?
2. Streets. Does the street plan comply with the Transportation Master Plan? Can the proposed development be adequately served by the City's Transportation Master Plan and the project's proposed local streets?
3. Water Rights. Is there legally enforceable documentation to the satisfaction of the city attorney that substantiates the ability of the applicant to convey water rights to the City based on the development need, including both the building lots and common improved open space?

C. Criteria Related to Compatibility.

1. Compatible Development – Adjacent Parcels. Will the proposed development be reasonably compatible with existing or vested uses on adjoining lands? Is the proposed plan consistent with the City's Future Land Use Map or requested amendment? The answer to these questions may be based on the standards established in EMMC 17.60.150 and 17.60.160.
2. Compatible Zones and Transitions – Internal Parcels. Will the proposed zones and residential lot size transitions be reasonably compatible with each other in accordance with EMMC 17.60.150 and 17.60.160? Does the placement of proposed uses help buffer potentially incompatible uses from one another?

D. Criteria Related to Design.

1. Open Space.
 - a. Does the proposed development include the improved open space required by this title?
 - b. Does the proposed pattern of development attempt to make effective use of the open space?
 - c. Does the development incorporate trails, parks, and other open spaces included in the City's Parks, Trails, and Open Space Master Plan?
 - d. Does the plan attempt to combine open spaces into larger more usable parks and open spaces?
2. Public Facilities. Does the proposed development include land designated for public uses including churches, schools, community centers, etc.?

16.10.080 Criteria for approval of MDAs.

The MDA shall include the following elements to ensure the method, timing, and requirements of construction throughout all phases of the master development. The MDA shall be a standard template originated by the City and modified as needed through the review process.

A. Development Rights and Responsibilities. The MDA shall include the approved development rights of the project and responsible parties for completion of project elements including but not limited to:

1. Vesting granted to the property;
2. Phasing of the development;
3. Construction and maintenance of public improvements;
4. Special conditions relating to lot design, necessary off-site conditions or improvements, open space and parks, location of utilities, physical characteristics of the property; and
5. Any other conditions or methodologies necessary for the master development's buildout.

B. Benchmarks. The applicant shall be required to take measurable action, upon the execution of the MDA through performance benchmarks including but not limited to:

1. A set time limit to apply for the first site plan and/or preliminary plat;
2. A set time limit from the approval of the first site plan and/or preliminary plat to begin site work;
3. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of curb, gutter, and road completion; and
4. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of open space, park, and/or trail completion.

C. Expiration of the Master Development. Master development approvals shall expire six (6) months from the date of approval by the City Council if an MDA has not yet been approved and signed by all applicable parties. MDAs shall:

1. Include an expiration of terms of the agreement with a set time limit determined at the approval of the MDA; and
2. Not extend longer than six (6) years from the signing of the agreement.

D. General Plan Compliance. A compatibility statement that confirms compliance with the City's Future Land Use Map, Master Transportation Plan, and General Plan documents.

E. Amendments and Extensions of Time. The MDA shall include sections for amendments and extensions of time to the MDA based on the requirements and allowances in this chapter at the time of the MDA approval.

16.10.090 Master development amendments.

A. Amendments. After a master development is approved and prior to completion of the full build out of the project, an amendment to the master development approval will require an approval for any proposed change to the MDP or MDA.

A proposed amendment may include, but is not limited to, changes that:

1. Alter the amount of land area for any use(s);
2. Require a rezoning of property;
3. Require an amendment to the General Plan's Future Land Use Map and/or Transportation Plan;
4. Require a plat amendment; or
5. Alter the timing of benchmarks or other terms in the MDA.

B. Amendment Review and Approval Process.

1. Application. An application for amendment must be submitted to the planning department. The application requirements will follow those outlined in EMMC 16.10.040, but will only require documents that are directly related to the particular amendment request.
2. Review. A review of the amendment request will follow EMMC 16.10.060.
3. Action. The City Council shall take the final action on the amendment request.

16.10.100 Expirations and extensions of approvals.

A. Expiration of Approval. A master development approval shall be determined to have expired when:

1. The MDA failed to be signed by both the City and the applicant(s); or
2. The term of the agreement has expired based on the set time limit.

B. Extensions of Time. It is the responsibility of the applicant to request an extension of time prior to the MDA expiration. An extension of time may be requested with the following requirements:

1. A written, signed request for the extension shall be received by the planning department at least three (3) months prior to the expiration date of the project.
2. The request shall specify any progress made on the project's MDA benchmarks and conditions of approval, the reason(s) for the extension request, and any supporting documentation.

C. Criteria for Approving Extensions of Time. The Planning Commission shall take final action on an extension of time request. The Planning Commission may approve up to two (2) two-year extensions of time to a master development that meets the following criteria:

1. The applicant has demonstrated a good faith effort to initiate the project by completing any applicable conditions and benchmarks; or
2. The extension is necessary due to a delay in action by the City or other public agency or by uncontrolled circumstances including, but not limited to, economic or natural disaster or a city, state, or federal emergency declaration.

D. Appeals. An appeal of the Planning Commission's final action on an extension of time request shall be submitted to the City Recorder's Office within fifteen (15) days of the date of the decision. The appeal will be considered by the City Council. An appeal of the City Council's appeal decision shall be made to the district court within thirty (30) days of the City Council's decision.

 <p>EAGLE MOUNTAIN</p>	<p style="text-align: center;">EAGLE MOUNTAIN CITY CITY COUNCIL MEETING OCTOBER 6, 2020</p>						
TITLE:	DISCUSSION ITEM - Cascade Collision Auto Concept Plan						
ITEM TYPE:	Concept Plan						
FISCAL IMPACT:	N/A						
APPLICANT:	Trevor Sharp						
GENERAL PLAN DESIGNATION Community Commercial	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 25%;">CURRENT ZONE</th> <th style="text-align: center; width: 25%;">ACREAGE</th> <th style="text-align: center; width: 50%;">COMMUNITY</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Commercial Community</td> <td style="text-align: center;">2.25</td> <td></td> </tr> </tbody> </table>	CURRENT ZONE	ACREAGE	COMMUNITY	Commercial Community	2.25	
CURRENT ZONE	ACREAGE	COMMUNITY					
Commercial Community	2.25						
PUBLIC HEARING: No	RECOMMENDATION: The City Council is recommended to review the concept plan and discuss the development intentions with the applicant. Any feedback provided by the City Council is non-binding and may be used by the applicant and property owner to guide them in the preparation of subsequent development applications (EMMC 16.15.050).						
PREPARED BY: Jessa Porter, Planning	BACKGROUND: This concept plan is for a portion of parcel 58.040.0498 and includes a concept for a four-lot commercial subdivision along with a proposed use of "lot 1" for an autobody service shop. The plan consists of a building with about 19,000 sf of space for the autobody shop on the northeast corner and an enclosed parking area for cars to be repaired to the southern portion of lot 1. This parcel is zoned Commercial Community (CC) and automobile service and repair (including autobody) is a permitted use (EMMC 17.35.030).						
PRESENTED BY: Jessa Porter	The Planning Commission reviewed this commercial concept plan at their September 22, 2020 meeting.						
	ITEMS FOR CONSIDERATION: ZONING This parcel is zoned Commercial Community (CC) and is given the Community Commercial land use designation on the City's Future Land Use and Transportation Map. EMMC 17.35.030 Land Use						

Table states that automobile service and repair (including autobody) is a permitted use in this zone.

ARCHITECTURAL STANDARDS (EMMC 17.72.040)

"D. Building Articulation. Buildings shall include facade modulations (stepping portions of the facade), horizontal and vertical divisions (textures or materials), window patterns, offsets, recesses, projections, varied front setbacks or staggered and jogged unit planes within the same structure, and other techniques to help identify residential units in a multifamily structure, and to avoid large, featureless and/or panelized surfaces on commercial buildings. Large uninterrupted expanses of a building wall are prohibited." The current site plan shows one horizontal articulation on the south side of the building, with some minor articulations on the other faces. We recommend that the applicant add more articulation to the building to better meet city code.

"L. Storage, Loading Areas, and Trash Enclosures. Storage and loading areas and trash enclosures shall be located out of view from public streets, and shall be screened and designed with the architectural style of the building including materials, colors, details, etc. Chain link fences and fencing with vinyl slats are prohibited as screening." This plan does not show a trash enclosure; we recommend the applicant review this code when deciding the location of the trash enclosure.

OFF-STREET PARKING (EMMC 17.55.120)

"Automotive Service Stations. 1 stall per 500 square feet of gross finished floor area plus 2 stalls per service bay" (EMMC 17.55.120(C)). Based on the proposed square footage, the property will need a minimum of 33 spaces. There are 16 interior service spaces based on the concept floor plan which will require an additional 32 spaces on the property. The total required off-street parking would be 65 spaces, with three of them being handicap-accessible. The concept plan demonstrates about 85 off-street parking spaces, which includes the enclosed parking area at the south side of the lot.

LANDSCAPING IN PARKING AREAS (EMMC 17.55.080)

"C1. Island on Doubled Rows of Parking. On doubled rows of parking stalls, there shall be one 40-foot-long by five-foot-wide landscaped island on each end of the parking rows, plus one 40-foot-

long by five-foot-wide landscaped island to be placed at minimum of every 12 parking stalls. Each island on doubled parking rows shall include a minimum of two deciduous trees per planter having a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line. Other landscape installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscape islands. Xeriscaping is encouraged in these areas."

"C2. Islands on Single Rows of Parking. On single rows of parking there shall be one 20-foot-long by five-foot-wide landscaped island a minimum of every 12 stalls. Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands. Xeriscaping is encouraged in these areas."

VEHICLE ACCESS

The concept plan includes access to the property via Porter's Crossing and a right-in / right-out entrance on Pony Express Parkway.

REQUIRED FINDINGS:

There are no required findings for concept plan applications.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission reviewed the concept plan at their meeting on September 22, 2020. At the meeting, the Commissioners provided the following feedback:

Clarification of parking requirements

- Concern of proximity of development to Tickville Wash
- Potential uses/noise at the business (auto repair vs. replacement of parts)
- Concerns regarding enclosed parking area being close to the wash (slope degradation, etc.)
- Asks that applicant review EMMC 17.72.040 regarding building articulation and design
- Concerns regarding traffic flow / circulation
- Height of enclosed parking area fence will be about 6 feet

ATTACHMENTS:

[Cascade Collision Site Plan](#)

[Lehi Enclosed Parking Examples](#)

[General Plan Land Use Map](#)



PROJECT AREAS:

	SQ. FT. / ACRES
TOTAL TRACE	290,980 SQ. FT. / 6.68 ACRES
LOT 1	98,010 SQ. FT. / 2.25 ACRES
LOT 2	28,750 SQ. FT. / 0.66 ACRES
LOT 3	28,314 SQ. FT. / 0.65 ACRES
LOT 4	38,768 SQ. FT. / 0.89 ACRES
ROW DEDICATION	33,105 SQ. FT. / 0.76 ACRES
SLOPE AREA DEDICATION	50,530 SQ. FT. / 1.16 ACRES

NOTE:

1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

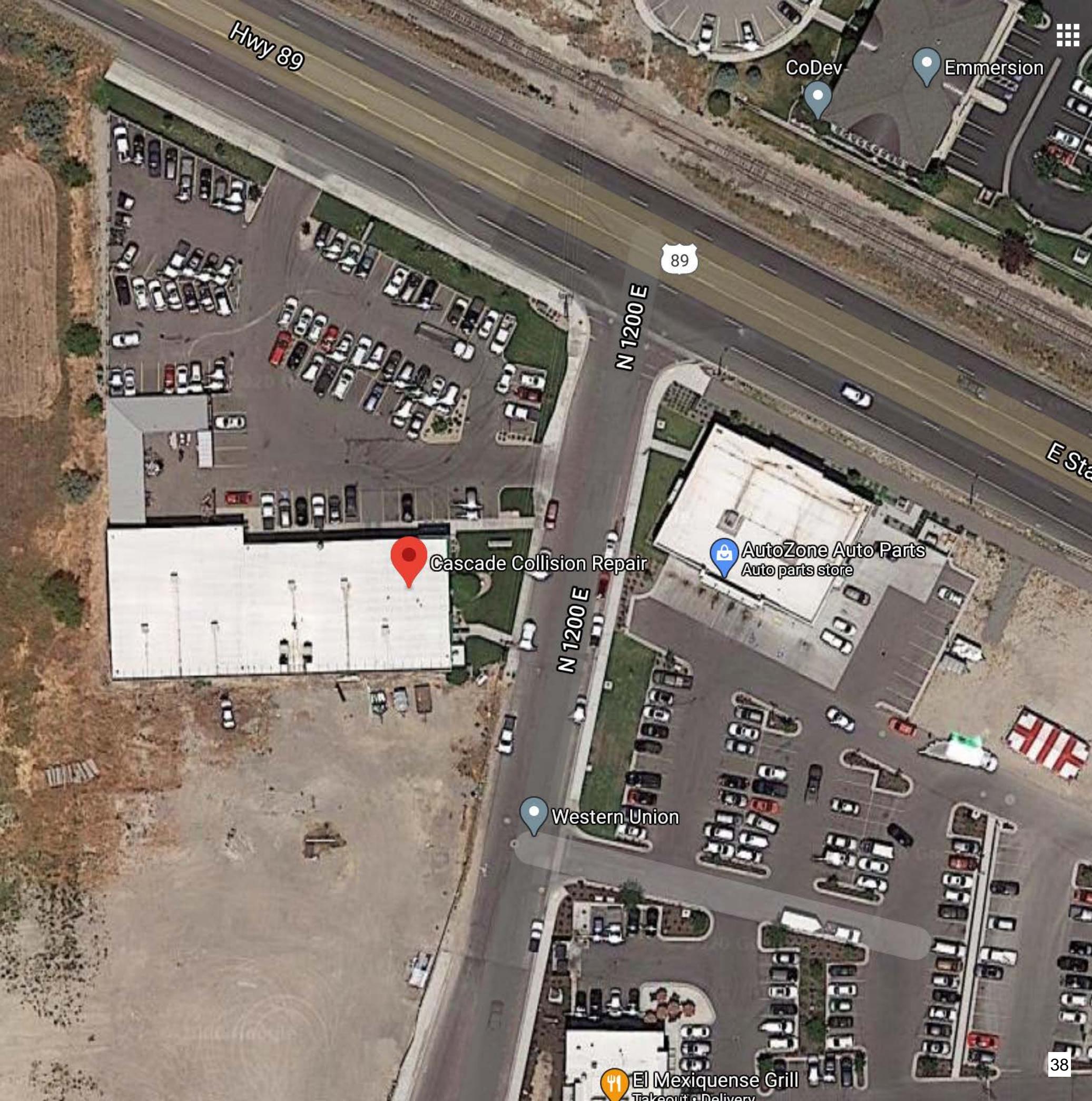
PARKING
TOTAL PARKING

92 STALLS/5.5 STALLS PER 1000 S.F.

Sovereign Properties
Cascade Collision



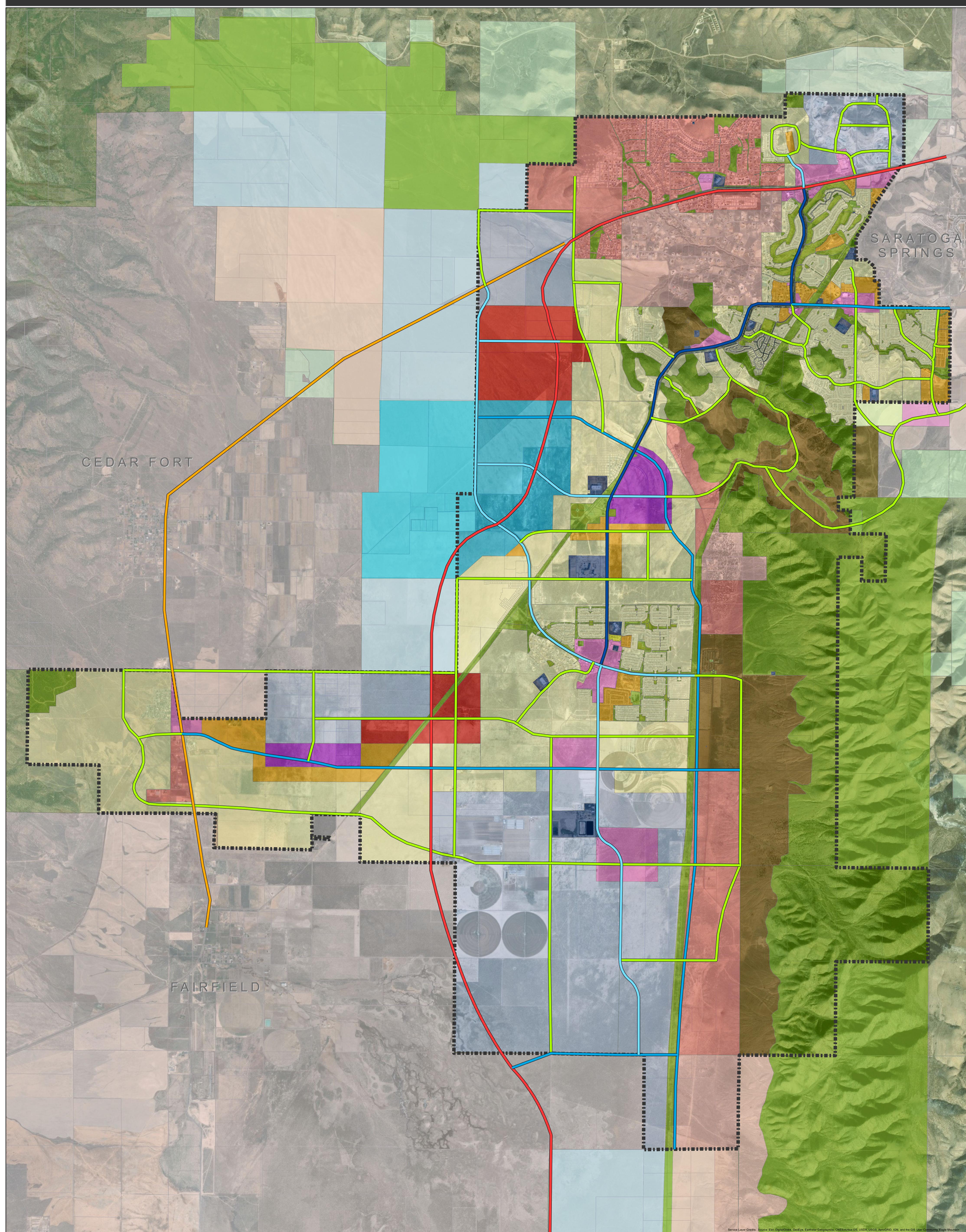




Future Land Use & Transportation

General Plan Map

January 2020



Land Use

Foothill Residential	Town Center Mixed Use
Rural Density One	Regional Commercial
Rural Density Two	Employment Center Campus
Neighborhood Residential One	Business Park/Light Industry
Neighborhood Residential Two	Civic Uses and Schools
Neighborhood Residential Three	Parks and Open Space
Community Commercial	

Future Transportation

Freeway
Highway
Parkway
Major Arterial
Minor Arterial
Collector



0 0.5 1 2 Miles

Disclaimer: Eagle Mountain City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portion may be copied for incidental uses, but may not be resold.

To all interested parties: Under the terms of a 1997 agreement between Eagle Mountain City and property owners of Monte Vista Ranches and Eagle Mountain Properties, the undeveloped lands and allowed land uses within the Eagle Mountain Properties Master Development may be changed at any time at the direction of Monte Vista Ranches and Eagle Mountain Properties, including the Eagle Mountain Properties Master Plan should be directed to Eagle Mountain Planning Office.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 6, 2020**

TITLE:	Silverlake Woodhaven Community Park, Phase 1 - Stratton & Bratt Landscape		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:			
APPLICANT:	Brad Hickman		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Brad Hickman, Parks and
Recreation

PRESENTED BY:

Brad Hickman

RECOMMENDATION:

Staff recommends that the City council approve a bid award to Stratton & Bratt Landscape in the amount of \$885,443.06.

BACKGROUND:

City staff solicited design services for the SilverLake Woodhaven Community Park in October 2019. The City Council approved an agreement with Environmental Planning Group (EPG) to design the master plan for the park and to provide construction documents for the project. City staff, along with a steering committee, have finalized the design of the park. The scope of work includes excavation, trail system, playground, land slide, benches, trash cans, topsoil, sod and trees.

The first phase of the park will be completed with the \$1,000,000 budget that was approved during the budgeting process. City staff posted and invitation for bid on September 8, 2020. The bid opening was held on September 29, 2020 at 11:00 am MST. The City received 8 bids on the project and the low bidder on the project is Stratton & Bratt Landscape in the amount of \$885,443.06.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Stratton & Bratt Landscape Contract - Silverlake Woodhaven Park](#)
[2020 Bid Opening Results - Silverlake Woodhaven Park](#)

EAGLE MOUNTAIN CITY CONTRACT FOR GOODS AND SERVICES

1. **CONTRACTING PARTIES:** This contract is between Eagle Mountain City and the following Contractor:

Name

Address

City, State ZIP

LEGAL STATUS OF CONTRACTOR

Sole Proprietor
Non-profit Corporation
For-profit Corporation
Partnership
Government Agency

Contact Name: _____

Phone Number: _____

Email: _____

Vendor Number: _____

2. **GENERAL PURPOSE OF CONTRACT:** _____

3. **CONTRACT PERIOD:**

Effective Date: _____

Project Completion Deadline (Contractor will complete the Scope of Work on or before): _____

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): _____

Renewal Options (if applicable): _____

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B). This Contract is a fixed-price contract.

- Total Contract Cost: _____
- Is this project a budgeted project: Yes No

5. ATTACHMENT A: Standard Terms and Conditions for Goods and Services

ATTACHMENT B: Scope of Work/Cost Schedule

**ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE
RESOLVED IN FAVOR OF ATTACHMENT A.**

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this _____ day of _____, 20_____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed, MMC
City Recorder

Jeremy R. Cook
City Attorney

Dated this _____ day of _____, 20_____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

ATTACHMENT A:

STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

This is for a contract for goods and services (including professional services) meaning the furnishing of goods, supplies, labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **Confidential Information** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **Contract** means all referenced attachments and documents incorporated by reference, including, if applicable, the Solicitation, bid bond, payment and performance bond, drawings, notice award, and notice to proceed. The term "Contract" may include any purchase orders that result from this Contract.
 - c) **Contractor** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - d) **Procurement Item** means any supplies, goods, Services, construction, or technology that Contractor is required to deliver to Eagle Mountain under this Contract.
 - e) **Services** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include professional services.
 - f) **Proposal** means Contractor's response to Eagle Mountain's Solicitation.
 - g) **Solicitation** means the documents used by Eagle Mountain to obtain Contractor's Proposal.
 - h) **Subcontractors** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court in and for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor will comply with all applicable rules and regulations of Eagle Mountain City, and all federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eagle Mountain to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **PERMITS:** If necessary, Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain.

8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of Eagle Mountain.

9. **PERFORMANCE AND PAYMENT BONDS:** Contractor shall furnish to Eagle Mountain a payment and performance bond satisfactory to Eagle Mountain guaranteeing Contractor's payment and performance, in the amount of one hundred percent of the Contract amount.

10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend and save harmless Eagle Mountain from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of Eagle Mountain. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by 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, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall Eagle Mountain be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to Eagle Mountain for any damages or claims arising under this Contract.

- 15. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract. If a written notice is delivered under this section, Eagle Mountain will reimburse Contractor for the Procurement Item(s) properly ordered and/or Services properly performed until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 16. SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
- 17. SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request Eagle Mountain's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
- 18. WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to Eagle Mountain under this Contract. Contractor warrants for a period of one (1) year following the date of substantial completion of the project that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design. Remedies available to Eagle Mountain under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to Eagle Mountain within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies Eagle Mountain may otherwise have under this Contract.
- 19. INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to Eagle Mountain within thirty (30) days of contract award. Contractor must add Eagle Mountain as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to

maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

20. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
21. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
22. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to Eagle Mountain, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
23. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by Eagle Mountain. If Contractor delivers nonconforming Procurement Item(s), Eagle Mountain may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s) subject to the terms of this Contract; or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs.
24. **INVOICING:** Unless otherwise set forth in the Contract, Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to Eagle Mountain. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by Eagle Mountain will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
25. **RETAINAGE:** Eagle Mountain may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the this Contract by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion, and solely at Eagle Mountain's discretion, Eagle Mountain may reduce the retainage. Eagle Mountain reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete.
Before final payment is made, Contractor must submit lien releases or other evidence satisfactory to Eagle Mountain that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the project have been paid in full. Eagle Mountain may withhold a reasonable amount of the retainage or payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the project plus ten percent (10%) of such indebtedness as Eagle Mountain's cost of administering such claims until Contractor supplies a release satisfactory to Eagle Mountain, signed by all persons who have supplied labor or materials to the project or, at the Eagle Mountain's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of

the material for the project and upon written request from the Contractor. Contractor shall supply to Eagle Mountain within a reasonable time after requested a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the project have been paid in full.

26. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Contractor. Eagle Mountain's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) or Services and is without prejudice to any and all claims that Eagle Mountain may have against Contractor. Eagle Mountain will not allow the Contractor to charge end users electronic payment fees of any kind.
27. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
28. **CHANGES IN SCOPE:** Any changes in the scope of the Services or Procurement Item(s) to be performed or delivered under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services or Procurement Item(s).
29. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
30. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
31. **REVIEWS:** Eagle Mountain reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
32. **ASSIGNMENT:** Contractor 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 Eagle Mountain.
33. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Contractor under this Contract for Procurement Item(s) or Services that do not conform to this Contract.

34. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.

35. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable. Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

36. **PUBLICITY:** Contractor shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.

37. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations or liability will not apply to this section.

38. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to Eagle Mountain.

39. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

40. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

41. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

42. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

43. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
44. **TRAVEL COSTS:** No travel costs associated with the delivery of Services under this Contract will be paid unless the travel costs are specifically detailed in the Solicitation.
45. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
46. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
47. **ENTIRE AGREEMENT:** This Contract 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.

ATTACHMENT B:
SCOPE OF WORK/COST SCHEDULE

PROPOSAL

Place: EAGLE Mtn CITY
Date: 10/29/2020

Eagle Mountain City
2565 North Pony Express Parkway.
Eagle Mountain, Utah 84005

In compliance with your invitation for bids and all conditions of the Contract Documents for the construction of the 2020 Eagle Mountain City – Silverlake Community Park - Phase 1 the undersigned, a corporation organized under the laws of the State of Utah, a partnership consisting of or individuals trading as STRATTON AND BATT LANDSCAPES of the City of PL. GROVE, hereby proposes and agrees to furnish any and all materials, labor, construction equipment, services, and transportation required excluding the light weight chips for performing all work for the construction described in the NOTICE INVITING BIDS and to construct the same and install the material therein for the Owner in a good and workmanlike and substantial manner acceptable to the Owner, through its Engineer, or his properly authorized agents, and strictly pursuant to and in conformity with the Specifications and Plans prepared by the Owner, and with such modification of the same and other documents that may be made by the Owner or his properly authorized agents, as provided herein, at the following lump sum and unit prices for the work described in the bid schedule.

The undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents, consisting of one volume, relating to the work covered by the above bid or bids.

The project shall be completed by Friday, May 21, 2021 more specifically the Base Bid Schedule (Items 1-72) shall be completed in the date listed above.

The undersigned hereby declares, as bidder, that the only persons or parties interested in this INVITATION FOR BIDS as principals are those named herein; that no elected official or employee of the Owner is in any manner interested directly or indirectly in this INVITATION FOR BIDS or in the profits to be derived from the Contract proposed to be taken, other than as permitted by law; that this bid is made without any connection with any other person or persons making a separate bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the NOTICE INVITING BIDS and the INFORMATION FOR BIDDERS hereto attached, and agrees to all the stipulations contained therein; that he has examined the form of Contract attached hereto, and the Specifications, and he proposes and agrees that if his bid as submitted, and as more fully described in the attached sheets, be accepted, he will contract in the form so attached to furnish the items and perform work called for in accordance with the provisions of said form of Contract and the Specifications and to deliver the same within the time stipulated therein; and that he will accept in full payment, therefore, the prices named in this INVITATION FOR BIDS.

The bidder further agrees that, upon receipt of written notice of the acceptance of this INVITATION FOR BIDS, within 60 calendar days after the date of opening of the bids, he will execute the Contract in accordance with the INVITATION FOR BIDS as accepted and furnish the required bond within 10 days

EAGLE MOUNTAIN CITY
Silverlake Community Park - Phase 1
BID SCHEDULE

All applicable sales taxes, State, and/or Federal, and any other special taxes, patent rights, or royalties are included in the price quoted in this Proposal. Figures to be typewritten or clearly and legibly printed in ink. LS is equal to lump sum, LF is equal to linear-feet, SY is equal to square-yard, CY is equal to cubic-yard, EA is equal to each, and SF is equal to square-feet.

BASE BID SCHEDULE					
Item No.	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS	53,841	53,841.00
CIVIL ENGINEERING					
2	Clearing & Grubbing	200,414	SF	0.17	34,070.18
3	Remove Existing Asphalt (includes required sawcuts)	180	SF	7.11	1,279.80
4	Mass Grading	200,414	SF	0.15	30,062.10
5	Jensen 1212 Storm Drain Drop Inlet with Bike rated grate	5	EA	1,100.00	5,500.00
6	Jensen 1818 Storm Drain Drop Inlet with Bike rated grate	5	EA	1,160.00	5,800.00
7	6" Perforated SDR 35 PVC Storm Drain	195	LF	25	4,875.00
8	8" SDR 35 PVC Storm Drain	165	LF	26	4,290.00
9	12" SDR 35 PVC Storm Drain	185	LF	29	5,365.00
10	6" PVC 22.5* PVC Elbow	21	EA	105	2,205.00
11	6" PVC 45* PVC Elbow	4	EA	105	420.00
12	6" PVC 90* PVC Elbow	2	EA	105	210.00
13	8"x8"x6" PVC Tee	2	EA	128	256.00
14	6"x6"x6" PVC Tee	1	EA	112	112.00
15	30" Frame and Cover Manhole	2	EA	4,637.00	9,274.00
ELECTRICAL ENGINEERING					
16	Transformer (Rocky Mtn. Power)	01	EA	1,639.15	1,639.00
17	Meter	1	EA	4,918.00	4,918.00
18	Sidewalk Lighting Electrical Rough	2000	LS	10.22	20,440.00
19	Lighting Bases	22	EA	900.00	19,800.00
20	Fixture 1	5	EA	1,507.00	7,535.00
21	Fixture 2	3	EA	1,508.00	4,524.00
22	Fixture 3	14	EA	1,381.00	19,334.00
23	Pole-1	8	EA	1,200.00	9,600.00
24	Pole-2	14	EA	1,197.00	16,758.00
25	Conduit	150	LF	16.44	2,466.00
26	Wiring	25	LF	61.20	1,530.00

LANDSCAPE ARCHITECTURE / SITE					
27	Concrete Paving (standard gray color)	3094	SF	7.25	22,431.50
28	Concrete Paving (colored)	4423	SF	14.540	64,133.50
29	Sandblast Concrete Pattern	96	SF	37.50	3600
30	8' wide Asphalt Trail	18,100	SF	3.10	56,110
31	6" wide Mow Curb	198	LF	28.10	5,563.80
32	6" Wide Concrete Curb at Play Surface	30	LF	31.10	933
33	Concrete Turn Down	497	LF	28	13,916
34	Artificial Turf Play Surfacing	3420	SF	11.30	38,646
35	6' Bench - Owner Purchase; Contractor Install	6	EA	300	1800
36	Concrete Seat Wall (built into grade)	202	LF	68	13736
37	Concrete Seat Wall	75	LF	66	4950
38	Metal Handrail	0	LF	0	0
39	Concrete Stairs	0	LF	0	0
40	Playground Equipment Kompan Explorer Dome - Owner Purchase; Contractor Install	1	EA	11,735.00	11,735.00
41	Playground Equipment Kompan Two Swings	1	EA	6376	6376
42	Playground Equipment Kompan Sirius II	1	EA	26929	26929
43	Playground Equipment Kompan 36" Wide Landscape Slide	1	EA	17533	17533
44	Native Grass Seed - including 4" topsoil	29,458	SF	0.56	16,496.48
45	Meadow Grass Sod - including 4" topsoil	16,996	SF	1.12	19,035.52
46	Deciduous Tree (2" caliper)	95	EA	433	41,135.00
47	Evergreen Tree (6' height)	1	EA	349	349.00
48	Shrub (5 gallon)	6	EA	32	192.00
49	Ornamental Grass (1 gallon)	113	EA	18	2,034.00
50	Perennials	29	EA	18	522.00
51	1" Rock Mulch in Planter Bed (2" depth)	3	CY	145	435.00
52	Topsoil for Planter Beds (8" depth)	13	SF	55	715.00
53	Irrigation - Point of Connection	1	EA	9,125.00	9,125.00
54	Irrigation - Quick Coupling Valve	7	EA	283.39	1,983.73
55	Irrigation - Gate Valve	1	EA	2,339.83	2,339.83
56	Irrigation - Master Valve	1	EA	1,011.21	1,011.21
57	Irrigation - Backflow Preventor	1	EA	14,490.96	14,490.96
58	Irrigation - Controller and Stainless-steel cabinet	1	EA	2,492.23	2,492.23

59	Irrigation – Flow Sensor	1	EA	2,259.13	2,259.13				
60	Irrigation – Water Meter	1	EA	8,102.00	8,102.00				
61	Irrigation – Valves	26	EA	1,075.71	27,968.46				
62	Irrigation – Spray Heads	350	EA	49.83	17,440.50				
63	Irrigation – Rotors	25	EA	40.85	1,021.25				
64	Irrigation – Mainline	1900	LF	19.70	37,430.00				
65	Irrigation – Lateral	13740	LF	2.31	31,739.40				
66	Irrigation – Wiring (in 1" conduit)	2300	LF	1.78	4,094.00				
67	Irrigation – Sleeving	660	LF	10.43	6,883.80				
68	Soil import (included in mass exc.)	1	CY	21	21				
69	Soil export (Included in mass exc)	1	CY	12	12				
70	Place and Compacted road base	181	CY	42	7602				
71	Gravel per plans and specs	36	CY	38	1368				
72	Sod and soil amendment for sod	113512	SF	0.64	72,647.68				
BASE BID SCHEDULE TOTAL		\$874,734.06 \$885,443.06 RS							
BASE BID SCHEDULE TOTAL (IN WORD FORM)									
Eight hundred and seventy four thousand, seven hundred and thirty four dollars & six cents									

*Eight hundred eighty five thousand four hundred forty three
and six cents*

Documents and the INSTRUCTIONS FOR PREPARING PROPOSAL relating to what is to be furnished under each item of the PROPOSAL and to submittal of bid.

Documents and the INSTRUCTIONS FOR PREPARING PROPOSAL relating to what is to be furnished under each item of the PROPOSAL and to submittal of bid.

Bidder understands and agrees that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 75 calendar days after the scheduled closing time for receiving bids. Bidder acknowledges receipt of the following addenda:

The undersigned bidder shall acknowledge receipt of the following addenda, if any.
Addenda No(s).

NON F

Respectfully submitted,

ZACK STRATTON & BRATT

Bidder

By:

ZACK STRATTON

Title VICE PRES.

(Corporate Seal)
If bid is by corporation

Witness: if bidder is an individual
Bidder's post office address:

Name and address of all members of
the firm or names and titles of all
officers of the corporation

Name and Title:

ZACK STRATTON - MEMBER/CEO 754 W. 200 E.

KEVEN STRATTON " " V.P. PL. GROVE, UT 84062

SEAL

Bidder's address:

754 W. 200 E.

PL. GROVE

Bidder's phone number: 801-706-0035

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Stratton and Bratt Landscapes, LLC as Principal, and The Cincinnati Insurance Company as Surety, are held and firmly bound unto Eagle Mountain City, hereinafter called "Owner", in the sum of 5% of Bid Amount dollars, (not less than 5 percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the bidding schedule(s) _____ of the Owner's Specifications entitled 2020 Eagle Mountain City – Silverlake Community Park - Phase 1. NOW THEREFORE, if said Principal is awarded a contract by said Owner and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of Agreement bound with said Specifications and furnished the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 29th day of September, 2020.

Stratton and Bratt Landscapes, LLC
(SEAL)

(Principal)

By: 
(Signature)

The Cincinnati Insurance Company
(SEAL)

(Surety)

By: 
(Signature)
Michael R. Vowles, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURET

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael R. Vowles; Robyn B. Jensen; Danise Worwood;
David T. Smedley; Brett Palmer and/or Alan C. Anderson

of Spanish Fork, Utah

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

29th day of September, 2020



Secretary



STRATTON & BRÄTT

754 West 700 South | Pleasant Grove | UT 84062 | www.strattonandbratt.com

References

Project Title: Bingham Junction Park

Original contract amount: \$

Final contract amount: **\$1,650,000**

Description: Complete city park including sports fields, playgrounds, facilities

Owner: **Midvale City, Mayor JoAnn B. Saghini**

Contact: **801-567-7232**

Project Manager (and responsibilities):

Superintendent (and responsibilities):

Subcontractors: **Akrete, Big T Recreation, Blue Line Plumbing & Mechanical, Component Playgrounds, Diamond Land Surveying, Kilgore, Rocky Mountain Striping, Scotvale Electric, Stonehenge Fence**

Project Title: Herriman Towne Centre Crane Park

Original contract amount: \$

Final contract amount: **\$1,700,000**

Description: Splash Pad and landscape of a new park, pavilion, and surrounding water feature

Owner: **Layton Construction, Johnny Hollingshead**

Contact: **801-803-2025**

Project Manager (and responsibilities): **Perry Bratt**

Superintendent (and responsibilities):

Subcontractors: **Akrete, Architectural Concrete & Design**

Project Title: RSL Training Facility

Original contract amount:

Final contract amount: **\$1,521,000**

Description: Installation of sports fields, landscaping, and irrigation at the MLS soccer training facility

Owner: **Wasatch Commercial Builders, Scott Overman**

Contact: **801-961-1142**

Project Manager (and responsibilities): **Rob Stratton**

Superintendent (and responsibilities):

Subcontractors:

Project Title: Sugarhouse Monument Plaza & Paseo

Original contract amount:

Final contract amount: **\$2,570,000**

Description: **Streetscape, historical restoration, underground utilities, fountains, splash pad, roadway, concrete, pavers, landscape, planting & neighborhood redevelopment**

Owner: **Salt Lake City, Ben Davis**

Contact: **801-535-7239**

Project Manager (and responsibilities): **Tim Maynes**

Superintendent (and responsibilities):

Subcontractors:

Project Title: **Sandy City Splash Pad**

Original contract amount:

Final contract amount: **\$1,400,000**

Description: **Interactive splash pad and water feature, mechanical and pumping systems**

Owner: **Sandy City, Dan Medina**

Contact: **801-201-2202**

Project Manager (and responsibilities):

Superintendent (and responsibilities):

Subcontractors: **Akrite, Big T Recreation, Diamond Land Surveying, Natural Power, Shell Enterprises, Northwest Fence Supply, Architectural Concrete & Design, Mile High Contracting, Silver Leaf SWPPP**

<p style="text-align: center;">STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE</p> <p style="text-align: center;">Stratton & Bratt Landscapes, LLC 754 W 700 S Pleasant Grove UT 84062</p> <p style="text-align: center;">EFFECTIVE 11/30/2015</p>		<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p> <p>8831565-5501 Contractor With LRF B100, E100, S330</p> <p>DBAs: None Associated</p>
EXPIRATION 11/30/2021		

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

STRATTON & BRATT LANDSCAPES, LLC
754 W 700 S
PLEASANT GROVE UT 84062

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE**

EFFECTIVE DATE: 11/30/2015

EXPIRATION DATE: 11/30/2021

ISSUED TO: Stratton & Bratt Landscapes, LLC
754 W 700 S
Pleasant Grove UT 84062



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

8831565-5501

Contractor With LRF

DBAs: None Associated

B100, E100, S330

EAGLE MOUNTAIN CITY

BID OPENING FOR

Silverlake Woodhaven Park

BIDS OPENING: Tuesday, September 29, 2020 @ 11:00 am

		BID BOND		
Bidder		YES	NO	Bid Total
1.	Armour Construction	X		\$1,087,036.61
2.	Vancon, Inc.	X		\$1,387,635.00
3.	Crew General Contractors	X		\$1,259,493.74
4.	S&L Inc.	X		\$1,456,685.00
5.	Landmark Excavating	X		\$1,845,539.25
6.	Stratton & Bratt	X		\$885,443.06
7.	BHI	X		\$1,965,042.86
8.	JLR Contractors	X		\$1,198,297.00
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

Witnessed By:

Brad Hansen



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

Tuesday, September 22, 2020

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

SUBJECT: Brandon Park phase "A" plat 7 into warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Brandon Park ph "A" plat 7 Bond
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6871

2nd Bond Release	
Original Bond Amount:	\$ 978,954.56
Previous Release Amount:	\$ 412,453.97
Amount to Release this Period:	\$ 451,890.59
Amount Remaining in Bond:	\$ 114,610.01

Bond Releases Summary	
#1	\$ 412,453.97
#2	\$ 451,890.59
#3	\$ -
#4	\$ -
TOTAL	\$ 864,344.55

9/22/2020

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	QUANTITIES COMPLETED	
							Period	To Date		MONIES RELEASED	
1	SITE PREP.										
a	SWPPP	1	0.5	LS	\$5,000.00	\$2,500.00	0	1	100%	\$2,500.00	\$2,500.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	97485	97485	SF	\$1.45	\$141,353.25	0	97485	100%	\$141,353.25	\$141,353.25
b	6 inch Road base(also behind curb)	110844	110844	SF	\$0.80	\$88,675.20	0	110844	100%	\$88,675.20	\$88,675.20
c	9 inch sub-base(e-fill)behind curb)	110844	110844	SF	\$0.70	\$77,590.80	0	110844	100%	\$77,590.80	\$77,590.80
d	30' curb & gutter	5326	5326	LF	\$18.00	\$95,868.00	4,793	5326	100%	\$95,868.00	\$95,868.00
e	Sidewalk	12332	12332	SF	\$4.50	\$55,494.00	0	12332	100%	\$55,494.00	\$55,494.00
f	8' asphalt trail	4412	4412	SF	\$1.45	\$6,397.40	0	4412	100%	\$6,397.40	\$6,397.40
g	Street/stop signs	6	6	EA	\$350.00	\$2,100.00	0	6	100%	\$2,100.00	\$2,100.00
h	ADA access ramps for trail	13	13	EA	\$1,240.00	\$16,120.00	0	13	100%	\$16,120.00	\$16,120.00
3	CULINARY WATER										
a	8" culinary water c-900	2514	1257	LF	\$20.00	\$25,140.00	2,263	251.4	100%	\$2,514.00	\$25,140.00
b	8" gate valve	18	9	EA	\$1,750.00	\$15,750.00	16	1.8	100%	\$1,575.00	\$15,750.00
c	8" Tee	7	3.5	EA	\$900.00	\$3,150.00	8	0.7	100%	\$315.00	\$3,150.00
d	8" bend	8	4	EA	\$600.00	\$2,400.00	7	0.8	100%	\$240.00	\$2,400.00
e	Fire Hydrant	3	1.5	EA	\$5,500.00	\$8,250.00	3	0.3	100%	\$825.00	\$8,250.00
f	3/4" water service	16	8	EA	\$1,100.00	\$8,800.00	14	1.6	100%	\$880.00	\$8,800.00
g	Air vac	3	1.5	EA	\$2,550.00	\$3,825.00	3	0.3	100%	\$382.50	\$3,825.00
h	8" cross	1	0.5	EA	\$1,420.00	\$710.00	1	0.1	100%	\$71.00	\$710.00
4	STORM DRAIN										
a	15" RCP	1345	672.5	LF	\$33.80	\$22,730.50	1,211	134.5	100%	\$2,273.05	\$22,730.50
b	18" RCP	170	85	LF	\$42.00	\$3,570.00	153	17	100%	\$357.00	\$3,570.00
c	21" RCP	233	116.5	LF	\$50.00	\$5,825.00	210	23.3	100%	\$582.50	\$5,825.00
d	48" RCP	259	129.5	LF	\$95.00	\$12,302.50	233	25.9	100%	\$1,230.25	\$12,302.50
e	Combo box	7	3.5	EA	\$5,600.00	\$19,600.00	6	0.7	100%	\$1,960.00	\$19,600.00
f	Curb inlet 2x3	9	4.5	EA	\$2,100.00	\$9,450.00	8	0.9	100%	\$945.00	\$9,450.00
g	Flared end section	4	2	EA	\$3,215.00	\$6,430.00	4	0.4	100%	\$643.00	\$6,430.00
h	60" manhole	8	4	EA	\$3,490.00	\$13,960.00	7	0.8	100%	\$1,396.00	\$13,960.00
5	SEWER										
a	10" Sewer pipe	2649	1324.5	LF	\$30.10	\$39,867.45	2,384	264.9	100%	\$3,886.75	\$39,867.45
b	4" sewer laterals	16	8	EA	\$950.00	\$7,600.00	14	1.6	100%	\$760.00	\$7,600.00
c	60" sewer manholes	12	6	EA	\$4,400.00	\$26,400.00	11	1.2	100%	\$2,640.00	\$26,400.00
6	PARKS UTILITIES										
a	24" shed curb	356	356	LF	\$18.00	\$6,408.00	285	71.2	100%	\$1,281.60	\$6,408.00
b	24" high back curb & gutter	746	746	LF	\$18.00	\$13,428.00	597	149.2	100%	\$2,685.60	\$13,428.00
c	8" asphalt trail	33253	33253	SF	\$1.45	\$48,216.85	26,602	6,650.6	100%	\$9,643.37	\$48,216.85
d	5' sidewalk	6875	6875	LF	\$4.50	\$30,937.50	5,500	1375	100%	\$6,187.50	\$30,937.50
e	15" RCP storm drain	404	202	LF	\$33.80	\$6,827.60	323	80.8	100%	\$1,365.52	\$6,827.60
f	24" RCP storm drain	375	187.5	LF	\$50.00	\$9,375.00	300	75	100%	\$1,875.00	\$9,375.00
g	48" RCP storm drain	222	111	LF	\$95.00	\$10,545.00	178	44.4	100%	\$2,109.00	\$10,545.00
h	60" sewer manholes	1	0.5	EA	\$3,490.00	\$1,745.00	1	0.2	100%	\$349.00	\$1,745.00
i	Combo box	2	1	EA	\$5,600.00	\$5,600.00	2	0.4	100%	\$1,120.00	\$5,600.00
j	Curb inlet 2x3	2	1	EA	\$2,100.00	\$2,100.00	2	0.4	100%	\$420.00	\$2,100.00
k	Flared end section	3	1.5	EA	\$3,215.00	\$4,822.50	2	0.6	100%	\$964.50	\$4,822.50
l	ADA access ramps for trail	4	2	EA	\$1,240.00	\$2,480.00	3	0.8	100%	\$496.00	\$2,480.00
TOTAL CONSTRUCTION COST						\$864,344.55					
Original 10% Bond Coverage						\$114,610.01					
TOTAL BOND AMOUNT:						\$978,954.56					
Released this Period											
\$451,890.59											


Christopher T. Trusty, P.E.
Engineering Director

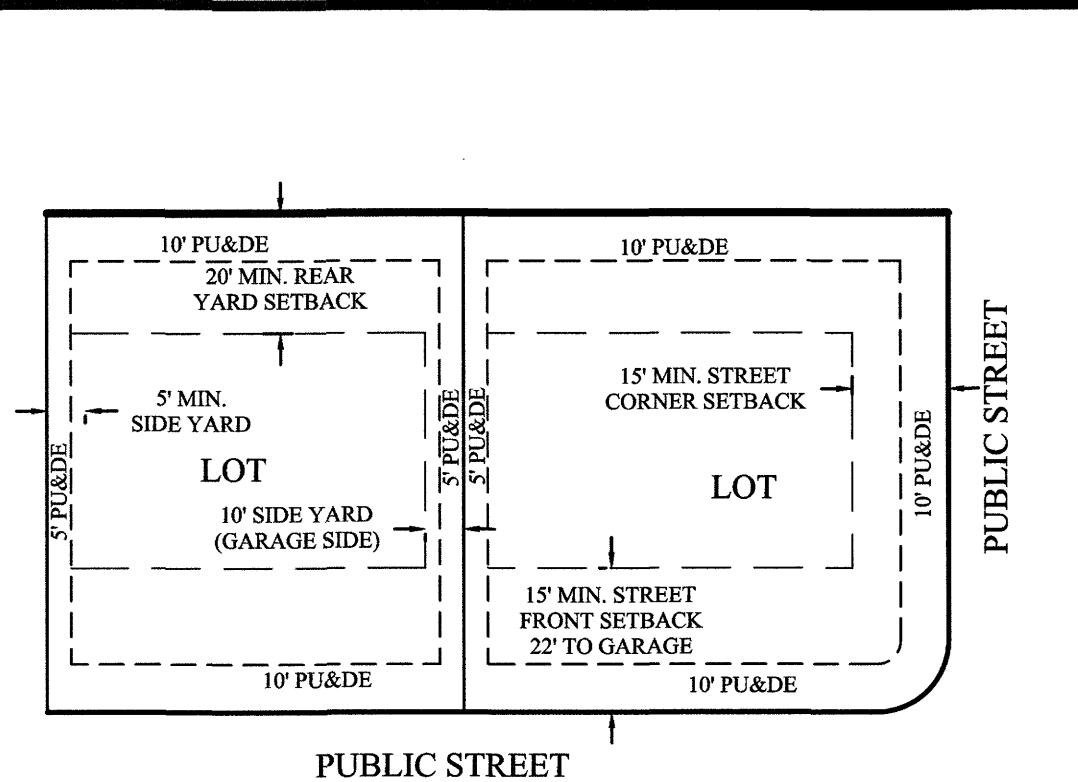
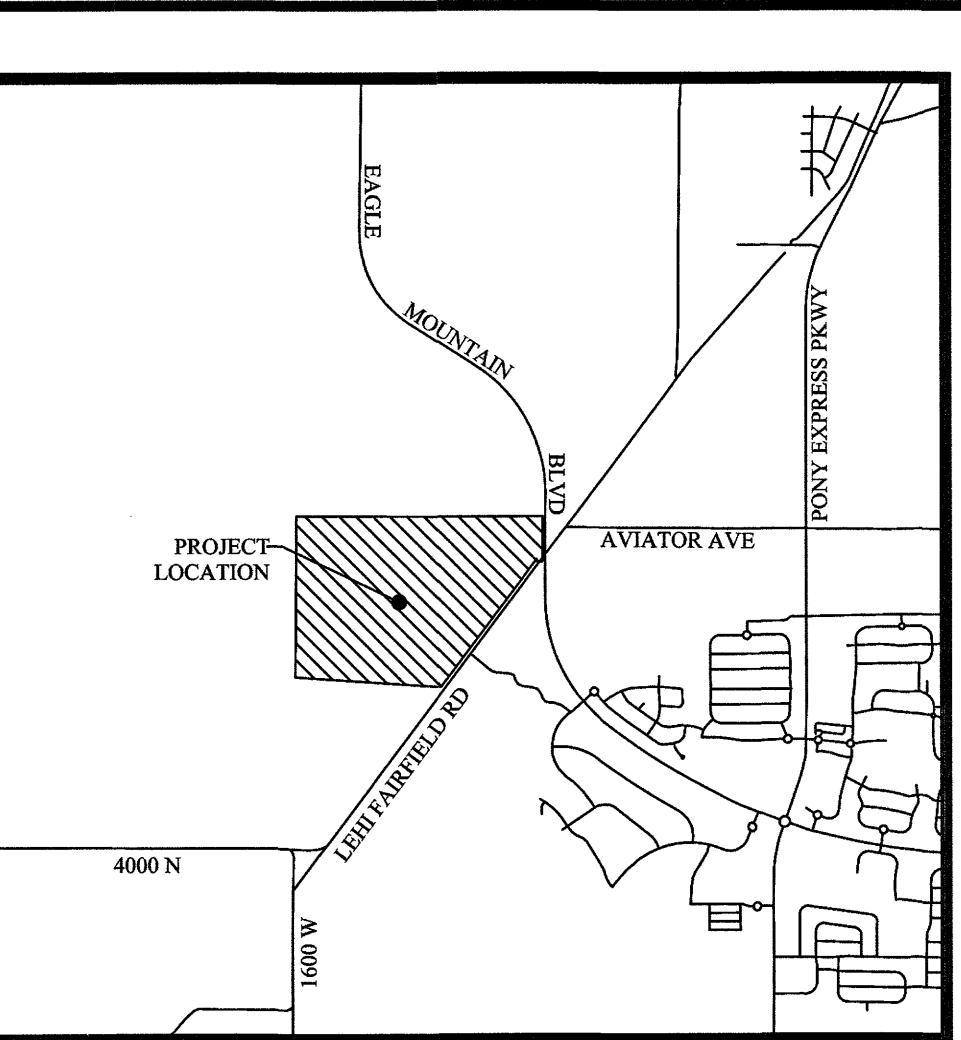
Date

9/24/2020


Robert Ballif
Engineering Tech. 1

Date

9/22/2020

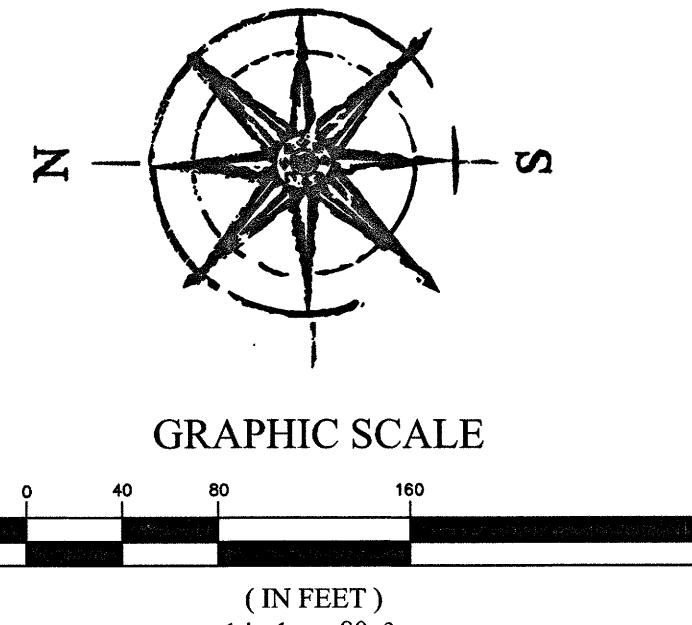


BRANDON PARK

PHASE A, PLAT 7

SUBDIVISION

LOCATED IN THE NW 1/4 OF SECTION 11, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

02/28/2020
Date

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

BOUNDARY DESCRIPTION

Located in the NW 1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah more particularly described as follows:

Beginning at a point, located N89°49'57"W along the Section line 963.85 feet and South 1,311.36 feet from the North 1/4 Corner of Section 11, T6S, R2W, SLB&M (Basis of Bearing: N02°17'12"E along the Section line between the East 1/4 Corner and the Northeast Corner of Section 11, T6S, R2W, SLB&M); thence S00°35'9"W 9.23 feet; thence along the arc of the curve to the right having a radius of 330.00 feet a distance of 211.91 feet through a central angle of 36°47'31" Chord: S18°33'41"W 208.28 feet; thence S36°58'38"W 58.58 feet; thence along the arc of the curve to the left with a radius of 270.00 feet a distance of 155.41 feet through a central angle of 32°58'45" Chord: S20°29'16"W 153.27 feet; thence S03°59'53"W 325.20 feet; thence along the arc of the curve to the left with a radius of 19.00 feet a distance of 29.85 feet through a central angle of 90°00'00" Chord: S41°00'07"E 26.87 feet; thence S03°59'53"W 53.00 feet; thence along the arc of the curve to the left with a radius of 19.00 feet (radius bears: S03°59'53"W) a distance of 29.85 feet through a central angle of 90°00'00" Chord: S48°59'53"W 26.87 feet; thence S03°59'53"W 56.91 feet; thence along the arc of the curve to the left with a radius of 19.00 feet a distance of 29.85 feet through a central angle of 90°00'11" Chord: S41°00'13"E 26.87 feet; thence N88°00'07"E 15.00 feet; thence N03°59'53"E 225.00 feet; thence N86°00'07"W 194.00 feet; thence N03°59'53"E 127.92 feet; thence S86°00'07"E 15.00 feet; thence N03°59'53"E 310.00 feet; thence N86°00'07"W 13.83 feet; thence N03°59'53"E 306.00 feet; thence S86°00'07"E 57.76 feet; thence N00°23'07"E 120.22 feet; thence N89°50'04"W 7.93 feet; thence N00°23'07"E 108.07 feet; thence S89°50'15"E 266.17 feet to the point of beginning.

Contains: 5.82 acres +/-

ENT 72275:2020 Map # 17087
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Aug 28 11:11 am FEE 76.00
RECORDED FOR EAGLE MOUNTAIN CITY

Line Table			
LINE	DIRECTION	LENGTH	
L1	N88°00'07"W	49.00	
L2	S00°09'45"W	9.12	

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	270.00	21°30'06"	101.32	N10°54'48"E 100.73
C2	300.00	36°48'53"	192.76	N18°34'21"E 189.46
C3	300.00	10°41'51"	56.01	N31°37'43"E 55.93
C4	300.00	32°58'46"	172.68	S20°29'16"W 170.31
C5	300.00	22°16'55"	116.67	N15°08'20"E 115.93
C6	270.00	15°18'48"	72.16	N29°19'15"E 71.95
C7	330.00	3°21'25"	19.33	N35°17'56"E 19.33
C8	19.00	77°07'54"	25.58	N72°11'11"E 23.69
C9	176.50	16°45'15"	51.61	S77°37'30"E 51.43
C10	123.50	12°05'19"	26.06	N79°57'28"W 26.01
C11	19.00	92°25'44"	30.65	N27°41'56"W 27.43
C12	330.00	12°59'20"	74.81	N12°01'16"E 74.65
C13	330.00	1°31'43"	8.80	S04°54'54"W 8.80
C14	19.00	90°00'00"	29.85	N48°59'53"E 26.87
C15	19.00	90°00'00"	29.85	N41°00'07"W 26.87
C16	19.00	90°00'00"	29.85	N48°59'53"E 26.87
C17	19.00	90°00'00"	29.85	N41°00'07"W 26.87
C18	19.00	90°00'00"	29.84	N48°59'47"E 26.87
C19	150.00	22°16'55"	58.33	N74°51'40"W 57.97

SITE TABULATIONS

- TOTAL # OF LOTS: 11 LOTS
- TOTAL ACREAGE: 5.82 ACRES
- TOTAL ACREAGE IN LOTS: 3.25 ACRES
- TOTAL ROAD ACREAGE (ASPHALT): .49 ACRES
- TOTAL OPEN SPACE: .00 ACRES
- TOTAL IMPROVED OPEN SPACE: .00 ACRES
- TOTAL ACREAGE IN ROW: 2.46 ACRES
- AVERAGE LOT SIZE: .20 ACRES OR 12,870 SQFT.
- LARGEST LOT SIZE: .50 ACRES OR 21,695 SQFT.
- SMALLEST LOT SIZE: .023 ACRES OR 10,000 SQFT.
- OVERALL DENSITY: 1.89 UNITS/ACRE

OWNER(S):
PRINTED NAME OF OWNER
Steve Maddox
Manager Edge Homes Utah, LLC

AUTHORIZED SIGNATURE(S)
Steve Maddox 3/1/2020

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH
ON THE 0 DAY OF March A.D. 2020 PERSONALLY APPEARED BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF UTAH,
WHO AFTER BEING DULY SWORN, ACKNOWLEDGED
TO ME THAT HE/SHE IS THE Manager OF Edge Homes Utah, LLC, A UTAH
L.L.C. AND THAT HE/SHE HAS SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND
IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 7.10.2021

Shelby Mae King
A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN UTAH COUNTY

MY COMMISSION No. 695951

Shelby Mae King
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION
AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF
LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 7 DAY
OF April, 2020.

APPROVED BY MAYOR

Shelby Mae King
APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER
(SEE BELOW)

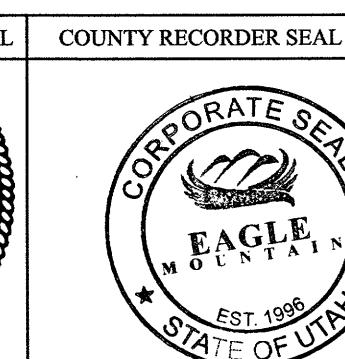
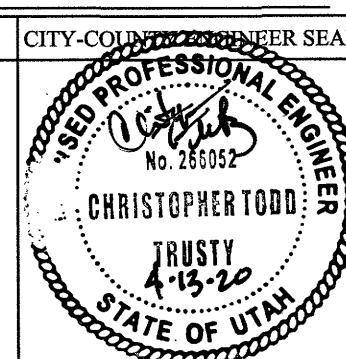
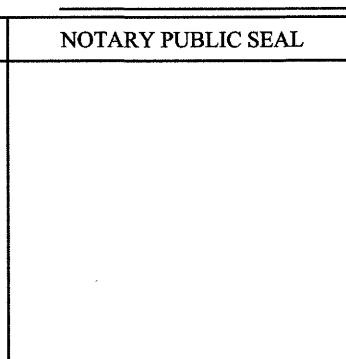
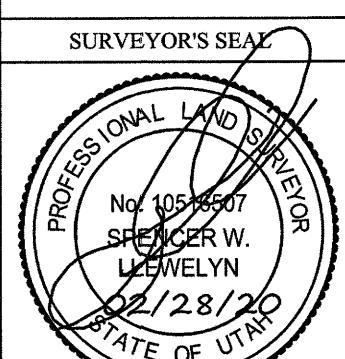
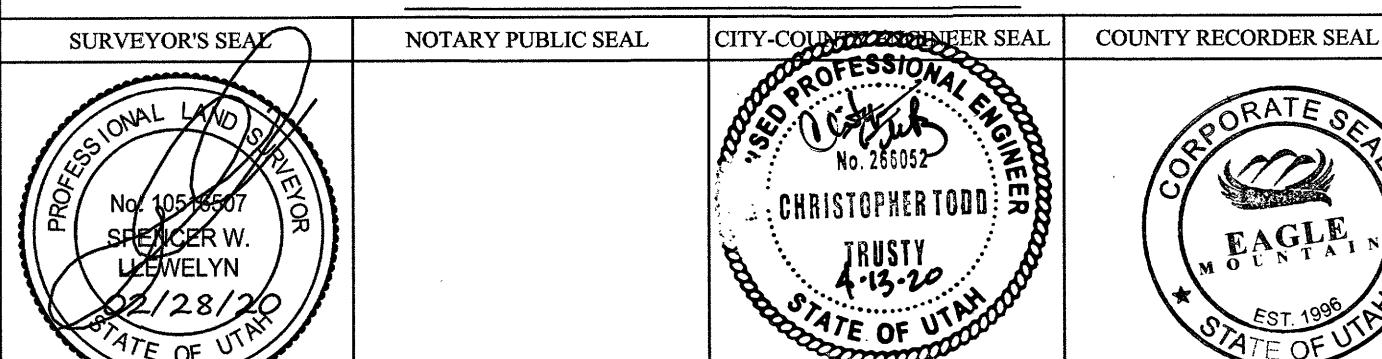
Shelby Mae King
ATTES BY CITY RECORDER
(SEE BELOW)

BRANDON PARK

PHASE A, PLAT 7

SUBDIVISION

LOCATED IN THE NW 1/4 OF SECTION 11, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

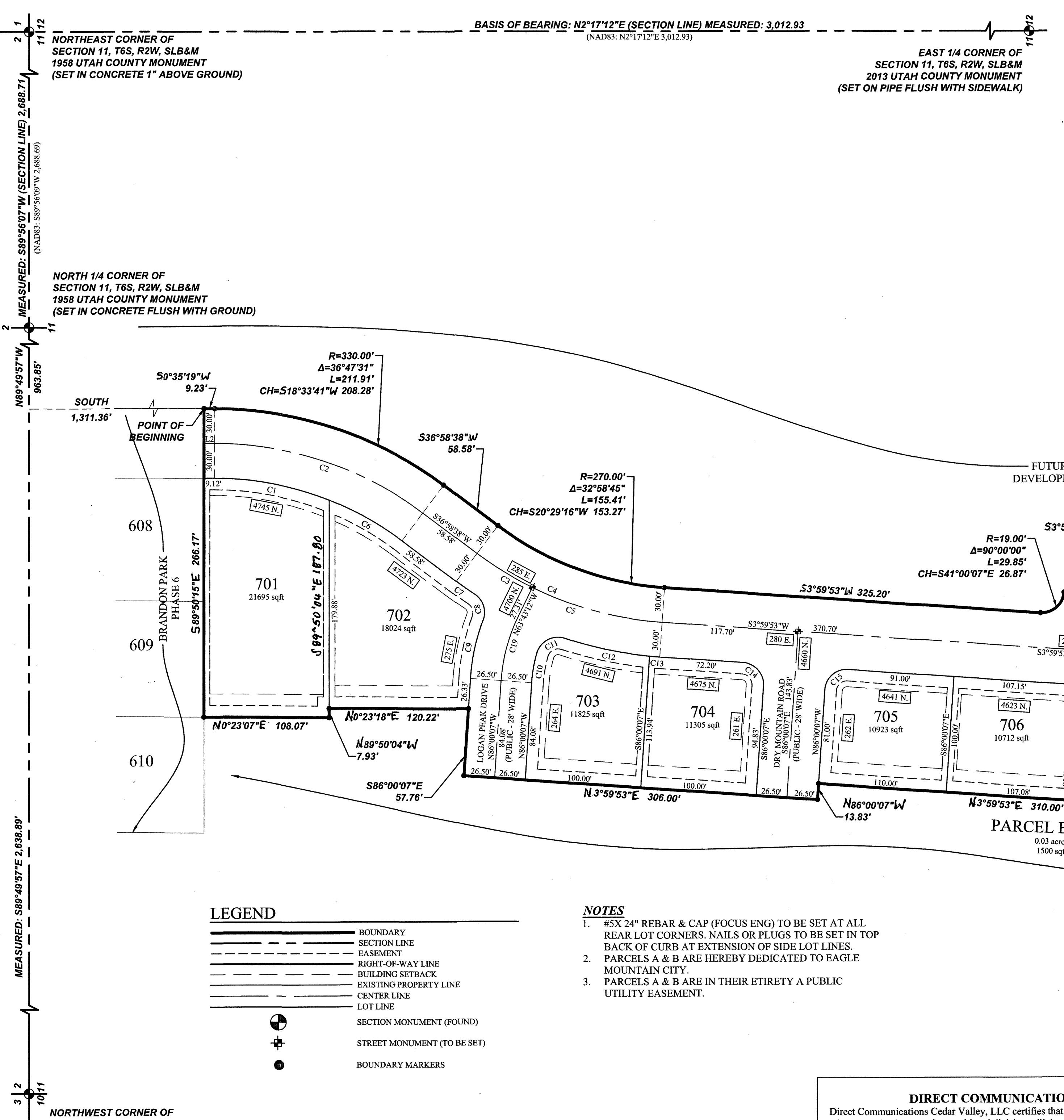


1, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

02/28/2020
Date

VICINITY MAP



NORTHWEST CORNER OF
SECTION 11, T6S, R2W, SLB&M
UTAH COUNTY MONUMENT

NOTES

1. #5X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS, NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
2. PARCELS A & B ARE HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
3. PARCELS A & B ARE IN THEIR ENTIRETY A PUBLIC UTILITY EASEMENT.

LEGEND

- BOUNDARY SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- CENTER LINE
- LOT LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS

NOTES

1. PARCELS A & B ARE IN THEIR ENTIRETY A PUBLIC UTILITY EASEMENT.

Dominion Energy Utah

Questar Gas Company, dba Dominion Energy Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat, including those set forth in the Owner's Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way department at 800-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

Approved this 7 day of April, 2020 Questar Gas Company

By Shirley Elderday
Title Pre-Com Specialist

ROCKY MOUNTAIN POWER

DATE

17087

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

By Shirley Elderday
Title Pre-Com Specialist
El Charles
ROCKY MOUNTAIN POWER
DATE



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

Tuesday, September 15, 2020

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

SUBJECT: Brandon park phase "A" plat 10 into warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Brandon Park ph "A" plat 10 Bond
Reduced

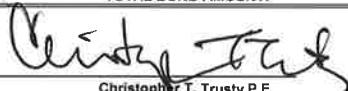
Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

2nd Bond Release	
Original Bond Amount:	\$ 623,951.93
Previous Release Amount:	\$ 397,261.75
Amount to Release This Period:	\$ 128,083.00
Amount Remaining in Bond:	\$ 98,607.18

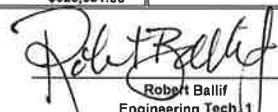
Bond Releases Summary	
#1	\$ 397,261.75
#2	\$ 128,083.00
#3	\$ -
#4	\$ -
TOTAL	\$ 525,344.75

9/15/2020

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED		MONIES RELEASED		
							Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	SWPPP	1	1	LS	\$5,000.00	\$5,000.00	1	0.5	100%	\$2,500.00	\$5,000.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	77160	77160	SF	\$1.45	\$111,882.00	77,160	0	100%	\$0.00	\$111,882.00
b	6 inch Road base(also behind curb)	90395	90395	SF	\$0.80	\$72,316.00	90,395	0	100%	\$0.00	\$72,316.00
c	9 inch sub-base(e-fill)behind curb)	90395	18078	SF	\$0.70	\$12,655.30	90,395	0	100%	\$0.00	\$12,655.30
d	30" curb & gutter	5299	5299	LF	\$18.00	\$95,382.00	5,299	0	100%	\$0.00	\$95,382.00
e	Sidewalk	26494	26494	SF	\$4.50	\$119,223.00	0	26494	100%	\$119,223.00	\$119,223.00
f	Street/stop signs	4	4	EA	\$350.00	\$1,400.00	0	4	100%	\$1,400.00	\$1,400.00
g	ADA access ramps for trail	4	4	EA	\$1,240.00	\$4,960.00	0	4	100%	\$4,960.00	\$4,960.00
3	CULINARY WATER										
a	8" culinary water c-900	2774	554.8	LF	\$20.00	\$11,096.00	2,774	0	100%	\$0.00	\$11,096.00
b	8" gate valve	9	1.8	EA	\$1,750.00	\$3,150.00	9	0	100%	\$0.00	\$3,150.00
c	8" Tee	8	1.6	EA	\$900.00	\$1,440.00	8	0	100%	\$0.00	\$1,440.00
d	8" bend	8	1.6	EA	\$600.00	\$960.00	8	0	100%	\$0.00	\$960.00
e	Fire Hydrant	5	1	EA	\$5,500.00	\$5,500.00	5	0	100%	\$0.00	\$5,500.00
f	3/4" water service	49	9.8	EA	\$1,100.00	\$10,780.00	49	0	100%	\$0.00	\$10,780.00
g	Air vac	4	0.8	EA	\$2,550.00	\$2,040.00	4	0	100%	\$0.00	\$2,040.00
h	8" cross	8	1.6	EA	\$1,420.00	\$2,272.00	8	0	100%	\$0.00	\$2,272.00
4	STORM DRAIN										
a	15" RCP	1140	228	LF	\$33.80	\$7,706.40	1,140	0	100%	\$0.00	\$7,706.40
b	18" RCP	548	109.6	LF	\$42.00	\$4,603.20	548	0	100%	\$0.00	\$4,603.20
c	21" RCP	116	23.2	LF	\$50.00	\$1,160.00	116	0	100%	\$0.00	\$1,160.00
d	8" ADS pipe	2091	418.2	LF	\$4.75	\$1,986.45	2,091	0	100%	\$0.00	\$1,986.45
e	Combo box	7	1.4	EA	\$5,600.00	\$7,840.00	7	0	100%	\$0.00	\$7,840.00
f	Curb inlet 2x3	6	1.2	EA	\$2,100.00	\$2,520.00	6	0	100%	\$0.00	\$2,520.00
g	Duracrete #30 yard box	17	3.4	EA	\$102.00	\$346.80	17	0	100%	\$0.00	\$346.80
h	60" manhole	7	1.4	EA	\$3,490.00	\$4,886.00	7	0	100%	\$0.00	\$4,886.00
5	SEWER										
a	8" Sewer pipe	2566	513.2	LF	\$28.00	\$14,369.60	2,566	0	100%	\$0.00	\$14,369.60
b	4" sewer laterals	49	9.8	EA	\$950.00	\$9,310.00	49	0	100%	\$0.00	\$9,310.00
c	60" sewer manholes	12	2.4	EA	\$4,400.00	\$10,560.00	12	0	100%	\$0.00	\$10,560.00
TOTAL CONSTRUCTION COST						\$525,344.75					
Original 10% Bond Coverage						\$98,607.18					
TOTAL BOND AMOUNT:						\$623,951.93					


Christopher T. Trusty P.E.
Engineering Director

Date


Robert Ballif
Engineering Tech. 1

9/15/2020
Date



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 6, 2020**

TITLE:	Pony Express Parkway Median Improvements Project Change Order #1 - RBI Inc.		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$13,082.56		
APPLICANT:	Brad Hickman		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Brad Hickman, Parks and Recreation

PRESENTED BY:

Brad Hickman

RECOMMENDATION:

Staff recommends that the City Council approve a change order in the amount of \$13,082.56 for the Pony Express Parkway Landscape Median Project.

BACKGROUND:

As City staff worked with RBI Inc. to complete this project, the following changes and issues arose which were not included in the original scope of work:

CO 1.1 - The plan set noted a 1 1/4" irrigation mainline, which staff changed to a 2" irrigation mainline.

CO 1.2 - The plans did not include a 1" conduit through the length of the medians for the irrigation control wire; this is needed to protect the wiring.

CO 2 - This is to replace an aging backflow prevention device.

CO 3 - The original scope of work included 97 2" caliper trees. This change increases the number to 104.

CO 4 - The original irrigation plan set did not call out the proper surge protection for the project. This change is to include hardware to meet Rain Bird specifications.

Approval of this change order will allow staff to process and release the retention money that is being held on the project.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Pony Express Parkway Median Project - Change Order #1](#)

Eagle Mountain City - Pony Express Landscape Medians Project											
Progress Billing Statement - September 1, 2020											
Item	Contract				Contract	Previous Completed	Completed this Month		Total Completed		
No.	Qty.	Unit	Description	Unit Price	Amount	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	1	LS	Mobilization/Demobilization	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00		\$ -	1	\$ 7,500.00
2	1	LS	Traffic Control	\$ 18,500.00	\$ 18,500.00	1	\$ 18,500.00		\$ -	1	\$ 18,500.00
3	1	LS	Erosion Control/SWPPP	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00		\$ -	1	\$ 2,000.00
4	1	LS	Existing Tree Protection	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00		\$ -	1	\$ 1,800.00
5	1	LS	Clearing and Grubbing	\$ 7,300.00	\$ 7,300.00	1	\$ 7,300.00		\$ -	1	\$ 7,300.00
6	1	LS	Earthwork/Grading - General	\$ 4,200.00	\$ 4,200.00	1	\$ 4,200.00		\$ -	1	\$ 4,200.00
8	1	LS	Irrigation System	\$ 56,000.00	\$ 56,000.00	1	\$ 56,000.00		\$ -	1	\$ 56,000.00
9	44	EA	Boulders	\$ 150.00	\$ 6,600.00	44	\$ 6,600.00		\$ -	44	\$ 6,600.00
10	25,520	SF	Stone Mulch - Fine w/Fabric	\$ 0.95	\$ 24,244.00	25520	\$ 24,244.00		\$ -	25520	\$ 24,244.00
11	22,045	SF	Stone Mulch - Coarse w/Fabric	\$ 1.05	\$ 23,147.25	22045	\$ 23,147.25		\$ -	22045	\$ 23,147.25
12	97	EA	Tree - 2 inch Caliper (Labor for tree)	\$ 135.00	\$ 13,095.00	97	\$ 13,095.00		\$ -	97	\$ 13,095.00
13	529	EA	Plant - 5 Gallon	\$ 44.00	\$ 23,276.00	529	\$ 23,276.00		\$ -	529	\$ 23,276.00
14	668	EA	Plant - 1 Gallon	\$ 17.00	\$ 11,356.00	668	\$ 11,356.00		\$ -	668	\$ 11,356.00
CO 1.1	4,200	LF	2" Mainline	\$ 0.46	\$ 1,932.00	4200	\$ 1,932.00		\$ -	4200	\$ 1,932.00
CO 1.2	4200	LF	1" Electrical Conduit	\$ 1.60	\$ 6,720.00	4200	\$ 6,720.00		\$ -	4200	\$ 6,720.00
CO 2	1	EA	2" Backflow	\$ 1,735.00	\$ 1,735.00	1	\$ 1,735.00		\$ -	1	\$ 1,735.00
CO 3	7	EA	Tree - 2 inch Caliper (Labor for tree)	\$ 135.00	\$ 945.00	7	\$ 945.00		\$ -	7	\$ 945.00
CO 4	1	LS	Surge Protection	\$ 1,750.56	\$ 1,750.56	1	\$ 1,750.56		\$ -	1	\$ 1,750.56
			Totals		\$ 210,350.25		\$ 210,350.25		\$ -		\$ 209,405.25

Total Due to Date	\$ 210,350.25
Less Retainage	0.05 \$ 10,517.51
Less Prior Billings	\$ 199,832.74
Balance Due This Billing	\$ -



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

September 15, 2020, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION – VIA LIFESIZE ELECTRONIC MEETING

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. Councilmember Jared Gray was excused.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator/Finance Director; Steve Mumford, Assistant City Administrator/Community Development Director; Pete Kane, Long-Range Planning Manager; Michael Hadley, Planning Manager; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities Operations Director; Ross Fowlks, Fire Chief; Linda Peterson, Communications Director; Angela Valenzuela, Human Resource Manager; and Robert Ballif, Engineering Assistant.

Public meetings will be held electronically in accordance with Executive Order 2020-1 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 54-4-207 due to Infectious Disease COVID-19 Novel Coronavirus issued by Governor Herbert on March 18, 2020.

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. DISCUSSION ITEM – Proposed Code Amendment Concerning Lot Size and Zoning Transition

Long-Range Planning Manager Pete Kane presented the item. The intent of the amendment is to incorporate a Zone Transition section into Municipal Code in order to identify appropriate adjacent zoning districts. The proposed standard changes to EMMC 17.60 Landscaping, Buffering, Fencing, and Transition include revisions to the lot size transition tables to remove tier system references, update the categories to match the lot size allowances of the current residential zoning districts, and to add a zoning transition table and related language. Staff recommends adding subitem E to Section 17.60.150 to allow for the City Council to approve a modification to the lot size transition requirement if the Council determines the intent of the lot size transitioning is being met where the lot size transitioning is not attainable. The Planning Commission has discussed the amendment and will vote on it next week.

Councilmember Curtis stated his preference is to exclude the staff-suggested amendment due to concerns that the exemption clause will be exploited by developers; lot size transitioning standards can be amended should they prove problematic.

Councilmember Burnham said the proposed transitioning requirements are extreme and will result in unappealing uniform lot sizes.

Mr. Kane stated he has worked for municipalities with codified zone transition and adjacency standards; however, he is unaware of other communities with lot size transition requirements. Lot size transitioning concerns are usually addressed during plat approvals.

Councilmember Love concurred with Councilmember Burnham and believed that the transitioning requirements are excessive and expressed concern regarding the practicality of implementation. She recommended combining lot size categories to reduce the number of transitions. She inquired if the inclusion of language allowing the City Council to approve exemptions is necessary as the City Council can already approve exceptions to City standards.

Mr. Kane explained that excluding the exemption clause enables entities to appeal exemptions granted by the City Council. Municipalities include these clauses to codify the councils' power to waive specific requirements and to mitigate the possibility of disputations.

Councilmember Clark noted the intention of transition requirements is to prevent problematic development and the resulting impact on residents. She requested clarification regarding the recommendations to combine lot size categories.

Councilmember Burnham recommended combining the 8,500-square feet, 1/4-acre, and 1/3-acre lots into a single category, and combining the MF1 and MF2 categories.

Councilmember Clark expressed concern regarding the suggestion to combine the MF1 and MF2 zones due to the density variance within the zones.

Councilmember Curtis said he is willing to consider combining lot sizes; however, he concurs with retaining separate MF1 and MF2 designations to prevent high-rise apartment buildings adjacent to single-family homes. He said he had assisted with the creation of the lot size transition standards to address the prevalence of developer requests for non-compatible uses adjacent to single-family homes.

Mr. Kane clarified that the MF2 zone allows for a maximum of 12 units per building with a maximum height of 35 feet, which is the same height limit as all other residential units.

Councilmember Love stated her willingness to retain separate categories for MF1 and MF2, and clarified her objection is to the number of categories, not the inclusion of lot size transitioning standards.

City Attorney Jeremy Cook stated an exemption clause should be included if the City Council desires the flexibility to make transitioning exceptions. Exclusion of the clause may result in a legal challenge should the Council grant an exemption.

Councilmember Curtis suggested including specific criteria that allows the City Council to consider an exemption.

Councilmember Love stated that due to the prescriptiveness of the proposed standards, the ability for the City Council to grant exemptions is likely a necessity.

Councilmember Curtis advocated for set standards without exemptions. He expressed concern that the existence of the exemption clause will lead to challenges by developers.

Mr. Kane stated appreciation for Councilmember Curtis' concerns; however, due to the inability to foresee all potential scenarios, the City is likely to encounter projects in need of exemptions. He said combining some lot size categories will reduce the likelihood of required exemptions. Should the City Council determine to allow exceptions, exemptions could be limited to the adjacent lot size transition category indicated on the table.

Councilmember Burnham expressed concern that complications such as one non-compliant lot will nullify a project and would be onerous to developers.

Discussion ensued regarding potential criteria to include as exemption requirements.

Councilmember Clark recommended providing the Planning Commission the City Council's feedback and directed the Planning Commission to propose exemption criteria requirements for the City Council's consideration.

Councilmember Love expressed concern that standards may prevent developers from offering desirable products if the Council's preferred lot size is not compliant, especially in locations where smaller lots have been approved or developed. She advocated for the flexibility to grant exemptions to permit a decrease in density when applicable.

2. AGENDA REVIEW

9. AGREEMENTS

9.A. Cooperation Agreement for Visual and Performing Arts – Eagle Mountain Arts Alliance (EMAA)

Councilmember Curtis recommended considering a term longer than one year.

City Recorder Fionnuala Kofoed stated the City has approved multi-year agreements for other organizations and the City Council may approve a longer timeframe if desired. This agreement is the same as the previous agreement except for the addition of paragraph 3 to incorporate the tiered program discussed during the previous meeting.

Discussion ensued regarding the desired timeframe for the agreement in relation to other City agreements.

Mr. Cook clarified that paragraph 3 allows for other groups to request collaboration with EMAA, and if approved by EMAA, that group will be entitled to the same privileges as EMAA to use City facilities and for event promotion.

EMAA Representative Zac Summers verified the affiliate program will be similar to the Eagle Mountain City Chamber of Commerce tiered partnership program.

Councilmember Love inquired if groups approved by EMAA would be allowed free use of City facilities and expressed concern regarding a reduction in revenue to the City.

Councilmember Burnham expressed concerns regarding the verbiage in paragraph 3 and recommended changing “requesting assistance from” to “working in conjunction with” to clarify privileges are contingent upon application approval by EMAA.

Councilmember Curtis concurred with Councilmember Burnham’s suggestion. He verified that groups may approach EMAA directly without a referral from the City and recommended the addition of a dissolution timeframe clause.

Councilmember Clark concurred with the recommendations to amend the verbiage in paragraph 3 to include a dissolution timeframe clause.

Mr. Summers explained the affiliate application process for the tiered program to vet groups and events before approval.

Mr. Cook expressed concern regarding the inclusion of the word affiliate due to legal connotations of the term and recommended broad terminology. He suggested verbiage to clarify that privileges are contingent upon approval by EMAA while preventing the unintended inference of legal affiliation or partnership requirements and liabilities.

Mr. Summers said a 90-day dissolution timeframe would be sufficient for their contract requirements.

Councilmember Curtis recommended a three-year timeframe for the contract.

Councilmember Clark expressed concern that a 90-day time period may be insufficient due to royalties and rental agreements and recommended a six-month cancelation period.

Ms. Kofoed requested that EMAA provide adequate notification to the City Events Department to facilitate scheduling.

Councilmember Clark concurred with Ms. Kofoed’s scheduling notification request and advocated for staff to refer art-related facility use requests to the EMAA to mitigate scheduling conflicts.

The City Council determined to amend the agreement to include a 180-day dissolution clause and to retain a three-year term for the agreement.

Mr. Cook stated he emailed an updated draft of the agreement to the Councilmembers with the amended terms.

10. BID AWARDS

10.C. Spoils Pile Removal – Arrow Engineering

City Engineer Chris Trusty explained that excavation spoils were placed on City property during the construction of the Facebook winter storage ponds. This bid is for the removal of the spoils pile from City property; Facebook has agreed to finance the removal.

14. RESOLUTION

14.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending and Adopting the 2020 Eagle Mountain City Parks, Trails & Open Space Master Plan.

Parks and Recreation Director Brad Hickman explained the intent of the document is to envision the parks and open space identity desired by the City. The process included gathering data to inventory the existing amenities and to create a classification system. A trails and transportation assessment and open space and wildlife consideration are included in the plan. He stated that several of the goals of the 2009 Parks, Trails, and Open Space Master Plan have been achieved. The current Parks, Trails, and Open Space Master Plan provides the opportunity to plan, create, and preserve systems to achieve the parks, trails, and open space vision for the City's future.

Mayor Westmoreland noted the difficulty in creating a long-term City vision; however, a plan is necessary to implement the values and to secure and preserve a high quality of life for residents. Individuals have diverse interpretations and requests of the City, and the plan assesses and implements the comprehensive desires of the residents. The plan sets expectations and goals to protect the natural interests and qualities of the City. He expressed his support for the overall vision of the proposed plan.

Mr. Hickman stated he compiled a list of the comments he had received from the City Councilmembers and noticed recurrences in expressed concerns. The comments included concerns regarding urbanism, air quality, recommendations, emphasis on bikes as transportation rather than recreation, and community events. Suggestions also included verbiage changes. He noted residents also submitted comments regarding wildlife preservation.

Councilmember Burnham expressed concern regarding the recommended removal of bike facilities from the plan, as bike lanes and trails are used for recreation in addition to transportation. She stated survey results indicated bikes are the second most common method of traveling to City parks. Walking was the number one method and vehicles were number three. She expressed her support of the goal to encourage physical activity. She did not object to the recommendation to amend “encourage” to “facilitate” but advocated to retain the word “daily.”

Councilmember Curtis stated he disagreed with the inclusion of dedicated bike facilities in the plan due to the resulting infrastructure investment; he prefers the use of funds for park installation and improvement. He expressed concern regarding the inclusion of neo urbanism terminology, as the philosophy's goal is to urbanize suburban areas; urbanization is undesired by City residents. He stated the plan also promotes climate change agendas.

Mayor Westmoreland explained that the plan is not intended to control resident vehicular use nor to urbanize the City. The purpose of the plan is the opposite and is meant to protect natural resources and quality of life.

Councilmember Clark recommended changing the wording of the plan's goal from "encourage" to "facilitate" due to her view that the role of government is to provide healthy options and to allow residents the liberty of choice rather than prescribing behavior. She expressed concern regarding the verbiage in the goals that encourages non-vehicular transportation and clarified that her concern regarding the installation of road lanes for bike-only use is due to the expense. She objected to the inclusion of language that excludes individuals with special needs and other populations.

Councilmember Burnham stated she understands Councilmember Clark's reasoning for requesting the removal of the word "daily"; however, she objects to the removal of the bike language as it is a vision document and removing the language is exclusionary to residents that use bikes.

Discussion ensued regarding the inclusion or exclusion of bike facility language due to budgetary concerns and use popularity. Councilmember Clark expressed concern regarding the impact of the language in the plan to Municipal Code and the City budget.

Mayor Westmoreland stated that once a city is urbanized, the municipality loses opportunities and it is difficult to retroactively install infrastructure. Eagle Mountain has the rare opportunity to protect and plan for recreation amenities like bike transportation routes. Permanently losing wildlife and agricultural land uses to development is one of his biggest concerns.

Councilmember Clark stated she concurs with the desire to preserve open space. She advocated for evaluating the park location layout in the City in order to replicate desired uses.

Mr. Hickman stated he reviewed the plan and noted park discrepancies in the City including the lack of specific park types in some areas. His desire is to secure land in order to ensure an adequate level of service (LOS) and appropriate park dispersion throughout the City.

Councilmember Clark advocated for the discussion to focus on extrapolating the data in the plan to rectify insufficient levels of service.

Councilmember Curtis stated his desire to remove problematic language and methodology prescriptions in order to focus on facilities and plan implementation.

Councilmember Love objected to the suggested removal of pickleball courts from the plan due to the popularity of the sport. She inquired about the recommendation to focus on regional and community parks and advocated for the installation of open space and small parks near multifamily areas.

Mr. Hickman explained that the community spaces near multifamily units are usually not owned by or deeded to the City and can be best addressed with open space and park standard requirements

during development approvals. He recommended focusing on inventorying and planning uses for the City-owned land.

Councilmember Clark stated she shares Councilmember Love's concern regarding the need for park space and amenities near multifamily units and concurs with the recommendation to retain open space and small park standard requirements for high-density units. She further recommended limiting fee-in-lieu donations for multifamily developments.

Councilmember Love expressed concern regarding trail connectivity interruptions and recommended evaluating trail connectivity between neighborhoods during development approvals. She stated her appreciation for the natural trail system in the Hidden Hollow area and suggested installing wayfinding signs along the natural trails.

Assistant City Administrator/Community Development Director Steve Mumford stated that the Municipal Code requires trail connectivity to existing City and natural trail systems and the standards will facilitate the implementation of the vision for the City's trail system.

Councilmember Clark inquired if the installation of trail connectivity can be required across undeveloped property for continuity.

Mr. Cook stated that requiring the installation of trail connections on undeveloped land depends upon land ownership, easement rights, and the proportionality of the requested connection in relation to the size and density of the development.

Councilmember Clark asked if ADA requirements obligate the City to provide trail connectivity across undeveloped land.

Mr. Cook stated ADA requirements include sidewalk compliance standards. It is difficult to create standard requirements that apply to all situations due to variance in connectivity length, ownership, and other variables. Each case will need to be evaluated individually.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 6:05 p.m.

7:00 P.M. POLICY SESSION – VIA LIFESIZE ELECTRONIC MEETING

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. Councilmember Jared Gray was excused.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator/Finance Director; Steve Mumford, Assistant City Administrator/Community Development Director; Pete Kane, Long-Range Planning Manager; Michael Hadley, Planning Manager; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities Operations Director; Ross Fowlks, Fire Chief; Linda Peterson, Communications Director; Angela Valenzuela, Human Resource Manager; and Robert Ballif, Engineering Assistant.

4 CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:05 p.m.

5. PLEDGE OF ALLEGIANCE

City Recorder Fionnuala Kofoed led the Pledge of Allegiance.

6 INFORMATION ITEMS/UPCOMING EVENTS

- Free meals for seniors are available at the Eagle Mountain Senior Center, Monday through Thursday from 12:00 to 12:30 p.m. Reservations are required. Details about the program are available on the City website.
- Free fall cleanup dumpsters will be provided for Eagle Mountain residents on the west side of Wride Memorial Park off of Mid Valley Road from September 17 to 20, 2020. Details are available on the City website.
- Facebook's Eagle Mountain Data Center is accepting applications through October 16, 2020, for Community Action Grants. 501(c)3 organizations and schools are eligible to apply. The application and details are available on the Eagle Mountain Data Center Facebook page.
- To receive City notifications, including emergency info, news, events, and traffic alerts, sign up at emcity.org/notifyme.

7. PUBLIC COMMENTS

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

Bettina Cameron with the Eagle Mountain Nature and Wildlife Alliance thanked the City and MHTN Architects for their work and efforts in creating the Eagle Mountain City Parks, Trails, and Open Space Master Plan and for making the amendments requested during the previous meeting. She advocated for the City Council to vote in favor of the recommended 330-foot wide wildlife corridor and the recognition for Shon Reed's efforts with the Kestrel project. She requested that the City Council capitalize on this opportunity to determine and implement the desired City

branding. She suggested incorporating a conservation easement on dedicated areas of open space to protect the land, especially along the wildlife corridor. She expressed concern regarding the development of open space dedicated to the Ranches Golf Course, and requested the City reject the removal of the language promoting recreational events.

Councilmember Clark requested clarification regarding Ms. Cameron's comments regarding City branding.

Ms. Cameron explained that her comment was due to redline comments in the draft document regarding rebranding. She loves Eagle Mountain not only due to the open space but also the community events and feels small events promote community identity, pride, and unity. She recommended implementing the plan in a way that incorporates the City's unique, natural identity and the priorities indicated by resident surveys.

Mayor Westmoreland closed public comment at 7:22 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Love

None.

Councilmember Burnham

Councilmember Burnham announced that her granddaughter was born on Thursday, September 10, 2020.

Councilmember Curtis

None.

Councilmember Clark

Councilmember Clark thanked the residents participating in the meeting and thanked Eagle Mountain Nature and Wildlife Alliance for their involvement and efforts to preserve open space. She requested that residents check on and support each other during these difficult times and to be mindful of and to nurture each other's mental health. She stated new Ham radio operators were certified on Saturday, August 29, 2020. Be Ready Eagle Mountain will be holding another parking lot Ham certification exam on Saturday, November 7, 2020.

Mayor Westmoreland

Mayor Westmoreland expressed appreciation for Councilmember Clark's comments. He requested that residents support, assist, and be patient with each other and encouraged residents to enjoy the City's natural and park amenities.

CONSENT AGENDA

9. AGREEMENTS

9.A. Cooperation Agreement for Visual and Performing Arts – Eagle Mountain Arts Alliance

10. BID AWARDS

- 10.A. Eagle Mountain Boulevard and Aviator Avenue Traffic Light Installation – Landmark Excavating
- 10.B. 2021 Ford F-350 Crew Cab and Chassis, and 2021 Ford F-250 Crew Cab Super Duty – Ken Garff Ford (State Contract)
- 10.C. Spoils Pile Removal – Arrow Engineering

11. BOND RELEASES

- 11.A. Cedar Corners Phase A, Plat 2 – Out of Warranty
- 11.B. Eagle Point Town Homes Plat B – Out of Warranty
- 11.C. Evans Ranch Plat G-1 – Out of Warranty
- 11.D. Evans Ranch Plat H-1 – Out of Warranty
- 11.E. Evans Ranch Plat K-3 – Out of Warranty
- 11.F. Sage Park Phase A, Plat 1 – Out of Warranty
- 11.H. Sage Park Phase A, Plat 4 – Into Warranty
- 11.G. Evans Ranch Plat C-1 – Into Warranty

12. CHANGE ORDERS

- 12.A. Waste Water Treatment Plant Expansion Change Order #1 – FX Construction

13. MINUTES

- 13.A. September 1, 2020 – Regular City Council Meeting

MOTION: *Councilmember Burnham moved to approve the consent agenda with the amendments to item 9.A. per the email from City Attorney Jeremy Cook. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.*

SCHEDULED ITEMS

14. RESOLUTION

14.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending and Adopting the 2020 Eagle Mountain City Parks, Trails & Open Space Master Plan.

Mayor Westmoreland introduced the item and explained the purpose of the plan is to serve as a guiding document based upon the City's goals and vision for the future. The plan does not serve as a land use document nor is it codified, rather, it assists with protecting and preserving the unique attributes and the resiliency of Eagle Mountain's current and future residents.

Parks and Recreation Director Brad Hickman requested feedback to ensure the document accurately represents the desired vision for the City and facilitates the implementation of that vision.

Mr. Hickman stated Ms. Cameron's concerns expressed during the previous meeting had been resolved with edits to the document. The width of the wildlife corridor was amended to correctly reflect the recommended 330-foot/110-yard width, the name of the Eagle Mountain Nature and Wildlife Alliance had been corrected, and notation regarding the Kestrel Project had also been added.

Councilmember Clark recommended including language from the 2009 plan regarding gardens, crops, and orchards into the current document and advocated for the exclusion of or appropriate precautions when planting nut trees due to food allergy concerns.

Councilmember Curtis clarified his concerns regarding dedicated bike facilities were due to the cost of the requisite infrastructure investment and scope of implementation and felt that the funds should be allocated to other amenities utilized by a larger percentage of the community.

Mayor Westmoreland stated obtaining funding for City projects is one of his greatest focuses and concerns. He shared that the City was awarded the number one Mountainland Association of Government (MAG) funded project for the first time in the City's history which is meaningful as it requires and demonstrates support and respect for the City from other municipalities.

Assistant City Administrator/Community Development Director Steve Mumford explained that air quality improvement is one of the criteria on the MAG qualification list. Bike lanes improve the overall project score, which increases the likelihood of obtaining funding. MAG has federal funds specifically allocated for trails or other non-vehicular uses including bike facility projects.

Discussion ensued regarding bike facility funding concerns including impact fee allocation and other internal and external revenue options.

City Administrator Paul Jerome stated that for an item to be impact fee eligible, it must be included in the impact fee facility plan (IFFP) and projects must be able to be completed during the six-year funding eligibility window. The probable cost of specific projects is calculated prior to being added to the IFFP to ensure funding. He stated that MAG has funding available specifically for trails and bike lanes. Should the City determine to install bike facilities, the funds will be obtained for the specific project rather than reallocated from funds intended for parks and other amenities.

City Engineer Chris Trusty concurred that the funding for bike transportation would be obtained from different revenue sources than park amenities, and the intended use of impact fees must be specified in the IFFP. The inclusion of bike lanes had been a beneficial factor of consideration when the City received MAG funding for the Pony Express Parkway expansion project.

Councilmember Burnham stated she is in favor of retaining bike facilities in the plan's verbiage.

Councilmember Curtis stated he understands the mechanism of obtaining MAG funding and inquired regarding the City's intent and scope of implementation regarding allocating City funds, that can be used for other amenities, for bike facilities.

Mr. Mumford stated the City has a Bike and Pedestrian Master Plan that includes detailed plans for City bike trails, systems, and lanes. He said the intent of the bike verbiage in the parks and open space plan is to offer options and park and trail and connectivity. The park and open space plan excludes the level of investment intended for bike facilities and the trail maps exclude bike lanes. Staff plans to update the Bike and Pedestrian Master Plan and funding concerns can best be addressed with that plan.

Mayor Westmoreland explained the park and open space plan identifies options for the City; however, the plan does not prescribe the decisions the City will make regarding the options provided.

Mr. Jerome stated impact fees have not always been available for transportation expansion and General Funds have been used for projects deemed necessary. The Bike and Pedestrian Master Plan will offer options to decrease the strain on the City roads, but bike lanes are not considered a necessity. The funding of recommended projects will be determined according to the prerogative of the elected officials. He noted that bike lanes also provide a safe emergency lane for motorists.

Councilmember Clark expressed her support of allowing other modes of transportation, including horseback and multipurpose lanes, without removing money from other amenities.

Councilmember Love stated her favor to retain the language regarding bike lanes as the City Council has the prerogative to determine the amount of money to invest in bike facilities.

Mayor Westmoreland stated the park plan provides options to address parking concerns.

Mr. Hickman concurred with the importance of securing areas to provide adequate parking and to address concerns regarding trailhead connections to bike trails throughout the City.

Councilmember Curtis stated that his objections to transit stops are related to funding and the urbanization of the City. He clarified that should the City adopt transit, he would be in favor of park transit stops; however, in order to support transit, cities require high density. His vision for the City does not encourage mass transit, although he concurs that the City should prepare for the future possibility of transit, including right-of-way considerations.

Discussion ensued regarding mass transit.

Mayor Westmoreland stated the document is meant to provide options for potential implementations, not absolutes. He advocated for preparing for as many eventualities and scenarios as possible including undesirable outcomes and emergencies.

Councilmember Burnham stated as residents had indicated bikes as a utilized method of transportation within the City to access park facilities, the option may not need to be prioritized, but non-vehicular, active methods should be included or encouraged considerations.

Mayor Westmoreland advocated against aggressively promoting either active transportation or recreation.

Councilmember Clark requested verifying the survey data regarding park access as she believed that vehicular transportation had not been included as an option.

Mr. Hickman clarified that vehicular transportation was not included as a mode option in the survey but could have been added as a write-in option.

Councilmember Curtis expressed concern that as vehicular transportation was only included in the document once and active transportation was included 38 times, he felt the document advocated against vehicle use in an attempt to prescribe behavior.

Councilmember Love suggested excluding a specific purpose of either transportation or recreation for bike facilities.

Councilmember Burnham stated that as it is a parks plan, active transportation will be included more frequently than vehicular uses.

Mayor Westmoreland concurred with Councilmember Burnham's assessment regarding the exclusion of vehicular transportation considerations in the document.

Mr. Hickman stated the transportation and recreation references can be removed to reduce interpretation if desired by the City Council; however, the implications will be retained in the document. He requested feedback from the City Council regarding suggested verbiage amendments.

Councilmember Clark advocated to replace the word "sustainability" with "resiliency" in the guiding principles and goals.

Councilmembers Love and Clark recommended replacing "sustainable" with "fiscally responsible" in the resilient approaches.

Councilmember Burnham advocated against the recommended removal of "design spaces for people to live, work, and play that accommodate spaces for wildlife to thrive" and "light, water, and air pollution" from the Vision Statement, Guiding Principles, and Goals.

Councilmember Curtis explained his recommendation to remove the verbiage is because “live, work, play” is a neo urbanism tagline and expressed concern that the inclusion of the phrase promotes neo urbanism ideals and philosophies.

Councilmember Burnham advocated for retaining the verbiage as it is a common phrase not exclusive to neo urbanism.

Councilmember Clark stated appreciation for Councilmember Curtis’ concerns and creating awareness of the philosophies but expressed support of the phrase as it represents and encourages the City brand and vision.

Councilmember Burnham recommended removing the politically problematic language “light, water, and air pollution” to amend the goal to be, “use data to monitor and course correct adverse impacts.” The other Councilmembers concurred with the suggestion.

Discussion ensued regarding the suggested verbiage amendments and comments regarding potential funding mechanisms.

Mr. Hickman noted that several Councilmember comments in the draft document indicated concerns regarding potential developer incentives.

Councilmember Burnham recommended not defining developer incentives in order to provide flexibility and to prevent developers from expecting increased density.

Councilmember Curtis concurred and clarified his comments were due to increased density concerns.

Discussion ensued regarding concerns relating to granting increased density in trade for amenities.

Councilmember Clark requested the removal of the recommended policy to “provide a program that allows the City to trade higher density with developers for community or regional parkland contributions” to allow the City Council to address each case individually.

Mayor Westmoreland stated that the implementing of a plan rather than evaluating on a case to case basis allows the creation of standards and criteria.

Discussion ensued regarding the inclusion or exclusion of a density program in the parks and open space plan and concerns regarding the impact to land use Municipal Code policies and standards. The City Council determined to revisit the suggestion to amend the verbiage from “provide” to “consider” or to remove the verbiage regarding the program to trade higher density at a future meeting.

Mayor Westmoreland stated he understood Ms. Cameron’s comments to be indicative of her desire for open space and wildlife preservation to be a part of the City’s identity and central to City branding. He concurred with her recommendations as he is also passionate about preserving and promoting the City’s unique, natural aspects.

Councilmember Curtis expressed concern regarding promoting the idea of a recreation center due to the requisite tax increases and advocated for informing the public of the tax impact of a recreation center.

Mayor Westmoreland stated the plan indicates the possibility, not a promise of a recreation center, and that before the pandemic the City had explored recreation center costs and ramifications. He said the City intends to provide the information to the residents regarding recreation center options; however, the timetable for the availability of the data is a year or two in the future.

Councilmember Curtis advocated focusing on an outdoor pond rather than a pool facility due to the lower cost and an outdoor pond's alignment with City branding.

Mr. Mumford stated the survey results indicated a preference for a recreational pond of 59 percent, a swimming pool of 51, and a recreation center of 48 percent.

Councilmember Clark agreed that a recreational pond supports the City's outdoor identity and goal of financial responsibility. She requested to revisit a conservation easement at the next meeting.

Councilmember Curtis requested clarification regarding the legal implications and perpetual protection of a conservation easement.

Mr. Cook stated that a conservation easement and other options are available to protect open space from future development.

MOTION: *Councilmember Burnham moved to table a Resolution of Eagle Mountain City, Utah, amending and adopting the 2020 Eagle Mountain City Parks, Trails, and Open Space Master Plan until a future meeting. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.*

15. CITY COUNCIL/MAYOR'S BUSINESS
16. CITY COUNCIL BOARD LIAISON REPORTS
17. COMMUNICATION ITEMS
 - 17.A. Upcoming Agenda Items
 - 17.B. Financial Report
18. ADJOURNMENT

MOTION: *Councilmember Clark moved to adjourn the meeting at 9:24 p.m. Councilmember Curtis seconded the motion. Those voting aye: Donna*

Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.

The meeting was adjourned at 9:24 p.m.

Approved by the City Council on October 6, 2020.

Fionnuala B. Kofoed, MMC
City Recorder

 EAGLE MOUNTAIN	<p style="text-align: center;">EAGLE MOUNTAIN CITY CITY COUNCIL MEETING OCTOBER 6, 2020</p>
TITLE:	SilverLake Plat 28 Site Plan
ITEM TYPE:	Site Plan
APPLICANT:	Bronson Tatton / Flagship Homes
ACTION ITEM: Yes	BACKGROUND: <p>The SilverLake South preliminary plat was recommended for approval by the Planning Commission on September 24, 2019, and then approved by the City Council on October 1, 2019. Plat 28 is a part of the SilverLake South preliminary plat. This application is for the site plan. Plat 28 consists of 10 single-family lots and 64 townhouse units for a total of 74 lots/units.</p>
PUBLIC HEARING: No	
PREPARED BY: Steve Mumford, Planning	<p>The Planning Commission reviewed this proposal on August 25th (tabled, 3-1), where they requested additional information and expressed concerns (parking stalls, private street vs public street, fencing, open space, architecture, landscaping, etc.). The applicant made changes to the plan and provided additional information. On September 22nd the Planning Commission reviewed the updated proposal and recommended approval with conditions (4-1). See the Recommendation section below for more details.</p>
	ITEMS FOR CONSIDERATION: <p>OPEN SPACE: A cash escrow of \$2,810.40 per lot/unit will be charged at the time of plat recording. The overall general landscape plan for SilverLake South was approved with the preliminary plat. In the entire SilverLake South project the developer is providing 12.2 acres of improved open space, in addition to small open space corridors and other areas that were not counted. This is above and beyond the amount that was required for the project, which was less than 9 acres. The pocket park that is proposed in this development was included in the overall general landscape plan as a 0.47-acre park, and even though it is above and beyond their open space requirement, they will still be required to provide at least 47 amenity</p>

points. See the attached Parks and Open Space Worksheet. The open space in this plat will be maintained by the HOA.

ARCHITECTURAL DESIGN: (MDA) The exteriors of each of the new multifamily residential (MFR) dwellings (i.e., townhouses) shall contain masonry materials, including stone, brick, and fiber cement siding. Stucco may also be used as a primary exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be "wrapped" onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new MFR dwelling. Elevations are attached. The Council must determine if the submitted elevations, which have been approved in other areas of Silverlake, comply with the MDA requirements and are substantially similar to the elevations/renderings on pages 20-37 of the MDA.

PARKING: EMMC 17.55.120(C) The proposed site plan includes two-car garages for all lots/units. Townhouses are required two stalls per dwelling unit (one space to be within a fully enclosed garage) plus one guest parking space per three dwelling units. Plat 28 is required 22 guest stalls. There are a total of 15 guest stalls in this proposal. 7 additional stalls are required. The applicant is working on making minor adjustments to the plan to fit in the additional 7 stalls, and will likely have an updated plan showing the additional parking prior to the meeting. The Silverlake MDA contains a setback exhibit, which requires a driveway length of at least 22 feet when townhomes front onto a public street. However, these streets are private streets, so technically there is no minimum driveway length required. The developer has chosen to provide a 22' long driveway with each unit, however.

PRIVATE STREET VS PUBLIC STREET

Concern was expressed by the Planning Commission about Silver Spring Way being a 40-foot wide private road, although it connected public roads and will likely be used for cut-through traffic to get from the adjacent neighborhoods to the north to Golden Eagle Road. The

Planning Department and City Engineer were also concerned about this. We have worked with the applicant to widen that planned roadway, which is now planned to include parkstrips, 5-foot sidewalks, and 27 feet of asphalt. The road is still planned to remain as a private road, however.

LIGHTING PLAN

The developer has submitted a lighting plan for the project. The lights are full cut-off lights and will be verified by the City's building inspectors upon installation.

LOT LAYOUT / SETBACKS

The plat shows that the townhome lots on the western side are very close to the property line (only a few feet away). This is actually simply a phase line, but this property/phase line should be shifted so that a minimum of 10 feet exists between the fenced townhome yards and the adjacent property line.

REQUIRED FINDINGS:

EMMC 17.100.020

The site plan procedure establishes a process to evaluate proposed projects, ensuring that development will occur in a safe, functional manner and will not create nuisances for adjacent landowners.

RECOMMENDATION:

On September 22nd the Planning Commission recommended approval (4-1) of the SilverLake 28 site plan application with the following conditions:

- 1) The applicant shall pay a landscape cash escrow to the City of \$2,810.40 per lot/unit at plat recording;
- 2) An additional seven guest parking stalls shall be dispersed throughout the development, for a total of 22 stalls;
- 3) The property line shall be shifted farther west to ensure a

minimum of ten feet between the townhome rear-yard fencing and the adjacent property line;

- 4) Silver Spring Way shall be a public road;
- 5) Parking along the west side of Silver Spring Way shall be prohibited due to the width of the road.

The dissenting vote was cast by Commissioner Everett, who stated that the townhome product does not comply with the city code as it is currently read, and it doesn't comply with the MDA that was presented by the applicant, specifically in reference to the garage-dominated, front-loaded townhome units vs alley-loaded townhomes.

ATTACHMENTS:

[Site Plans](#)

[Final Plat 28](#)

[Elevations and Floor Plans](#)

[SilverLake South Preliminary Plat](#)

[Landscape Plans & Worksheet](#)

[SilverLake South Open Space Exhibits 9.5.2019](#)

[Silverlake MDA](#)

[09.22.2020 Planning Commission Minutes - DRAFT](#)

SILVERLAKE PLAT 28 CONSTRUCTION PLANS

EAGLE MOUNTAIN, UTAH

prepared for:
SILVER LAKE LAND L.L.C.
 170 SOUTH INTERSTATE PLAZA SUITE 250
 LEHI, UT 84043
 PHONE: (801)766-2592

prepared by:
TRANE ENGINEERING
 27 EAST MAIN STREET
 LEHI, UT 84043
 PHONE: (801) 768-4544

GENERAL NOTES:

- 1) AS-BUILT DRAWING, FORMATTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS, SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE PUBLIC IMPROVEMENTS; INCLUDING GPS COORDINATES AND ELEVATIONS FOR UTILITIES.
- 2) ALL CONSTRUCTION IS TO BE DONE AS PER EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
- 3) CONTRACTOR TO ENSURE ALL ADA REQUIREMENTS ARE MET AND CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
- 4) PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING WILL BE HELD WITH THE EAGLE MOUNTAIN CITY STAFF, THE CONTRACTOR, ALL SUBCONTRACTORS AND THE PROPERTY OWNER.

EAGLE MOUNTAIN CITY GENERAL NOTES:

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

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

STORM DRAIN-
 Bedding: $\frac{1}{2}$ " gravel 6" below and on sides of pipe & 12" above pipe (minimum).
 ADS: all ADS pipe to be "HP" brand.
 Collars: collars to be 1x1" around pipe, 4000 psi concrete, inspection is needed pre & and post collar pour.
 Man holes: manholes to be within 1' of finished grade. 12" of whirly gig form (max) and no flat rings allowed. 12" of $\frac{1}{2}$ " gravel required under manholes/boxes

ROAD SECTION-
 Proof rolls: proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
 UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
 Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars. Manhole covers and water valve towers to be 1/2" down from asphalt edge and concrete to be 1/4" to 3/8" down from asphalt edge.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/27/20	REVIEW COMMENTS	TT
2		CHECK BY:	TGT
3		DATE:	5/5/20
4		CGO FILE:	

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

EAGLE MOUNTAIN,
UTAH

SILVERLAKE PHASE 28
A RESIDENTIAL SUBDIVISION

SHEET INDEX

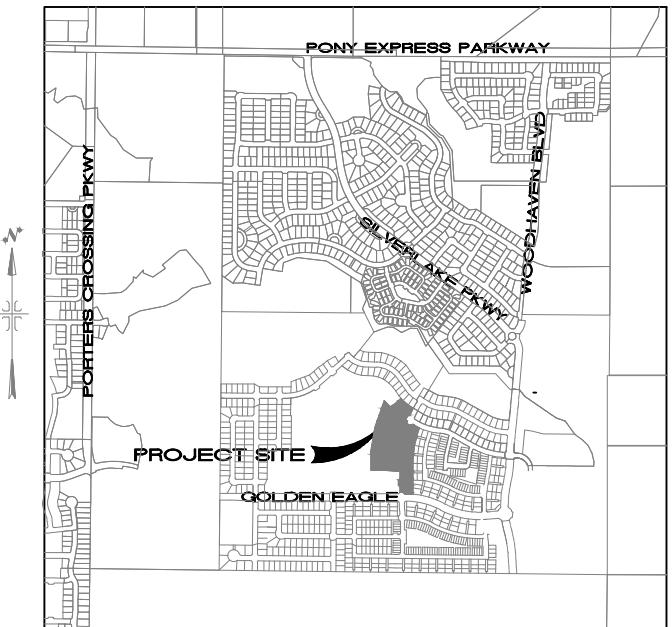
SHEET NO.	SHEET NAME
1	COVER SHEET
2	SITE PLAN
3	UTILITY PLAN
4	GRADING & DRAINAGE PLAN
5	SILVER SPRING WAY PLAN & PROFILE
6	HIDDEN LOOP ROAD PLAN & PROFILE
8	STORM WATER POLLUTION PREVENTION PLAN
PLAT	FINAL PLAT



SITE MAP



NTS



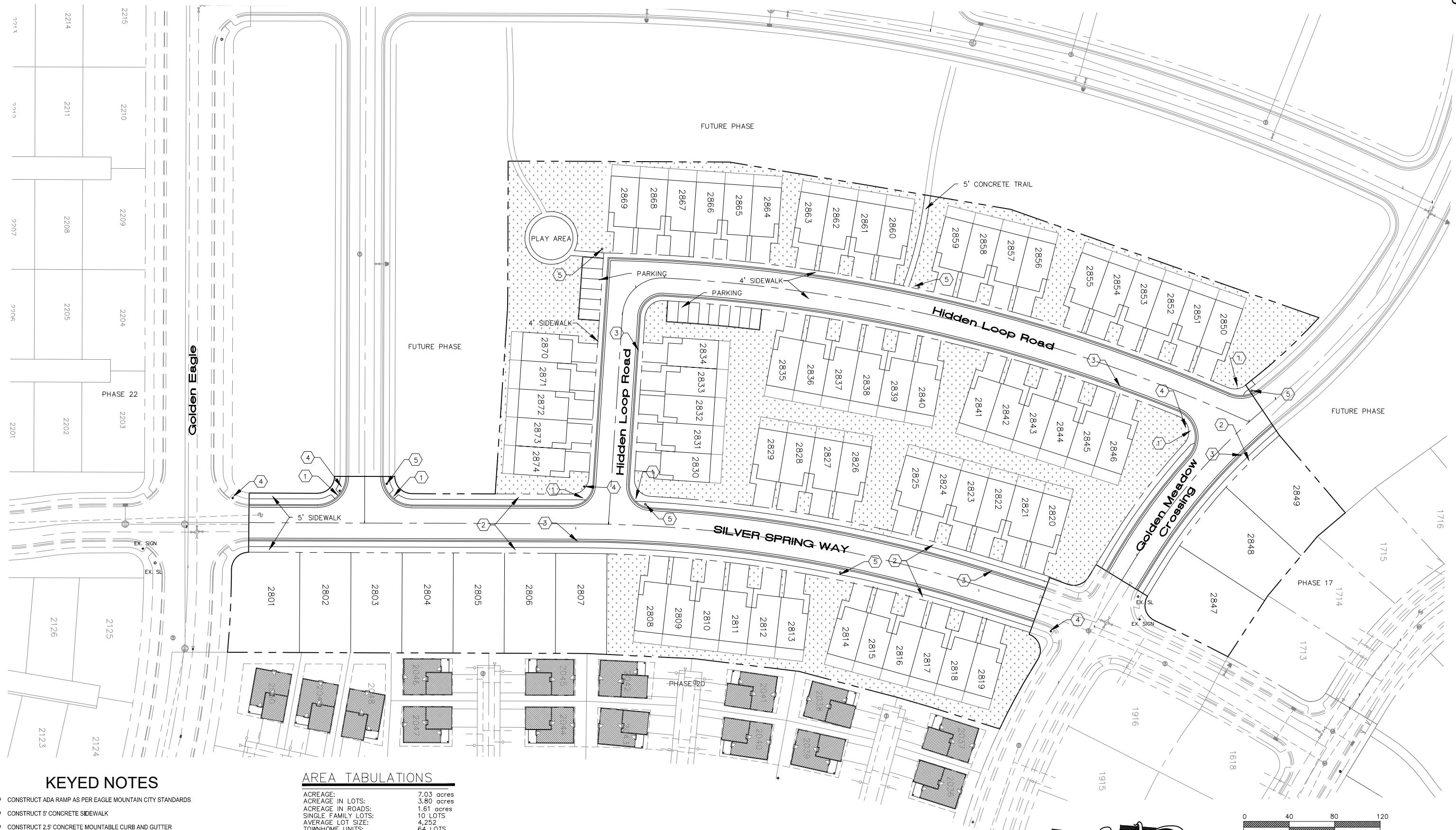
VICINITY MAP

SILVERLAKE
SUBDIVISION



COVER SHEET

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	SHEET NO. 1



REVISIONS			
NO.	DATE	DESCRIPTION	BY
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2		DESIGNED BY: TGT	TT
3		DRAWN BY: TGT	
4		CHECK BY: TGT	
		DATE: 9/17/20	
		CGGD FILE:	

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

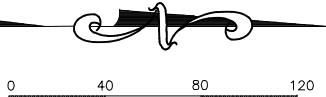
EAGLE MOUNTAIN,
 UTAH

SILVERLAKE PHASE 28
 A RESIDENTIAL SUBDIVISION

SITE PLAN

JOB	SL28
SHEET NO.	2

(24" x 36")
 SCALE: 1" = 40'
 (11" x 17")
 SCALE: 1" = 80'



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/27/20	REVIEW COMMENTS	TT
2		DESIGNED BY: TGT	DRAWN BY: TT
3		CHECK BY: TGT	DATE: 9/17/20
4		COGO FILE:	

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

EAGLE MOUNTAIN,
UTAH

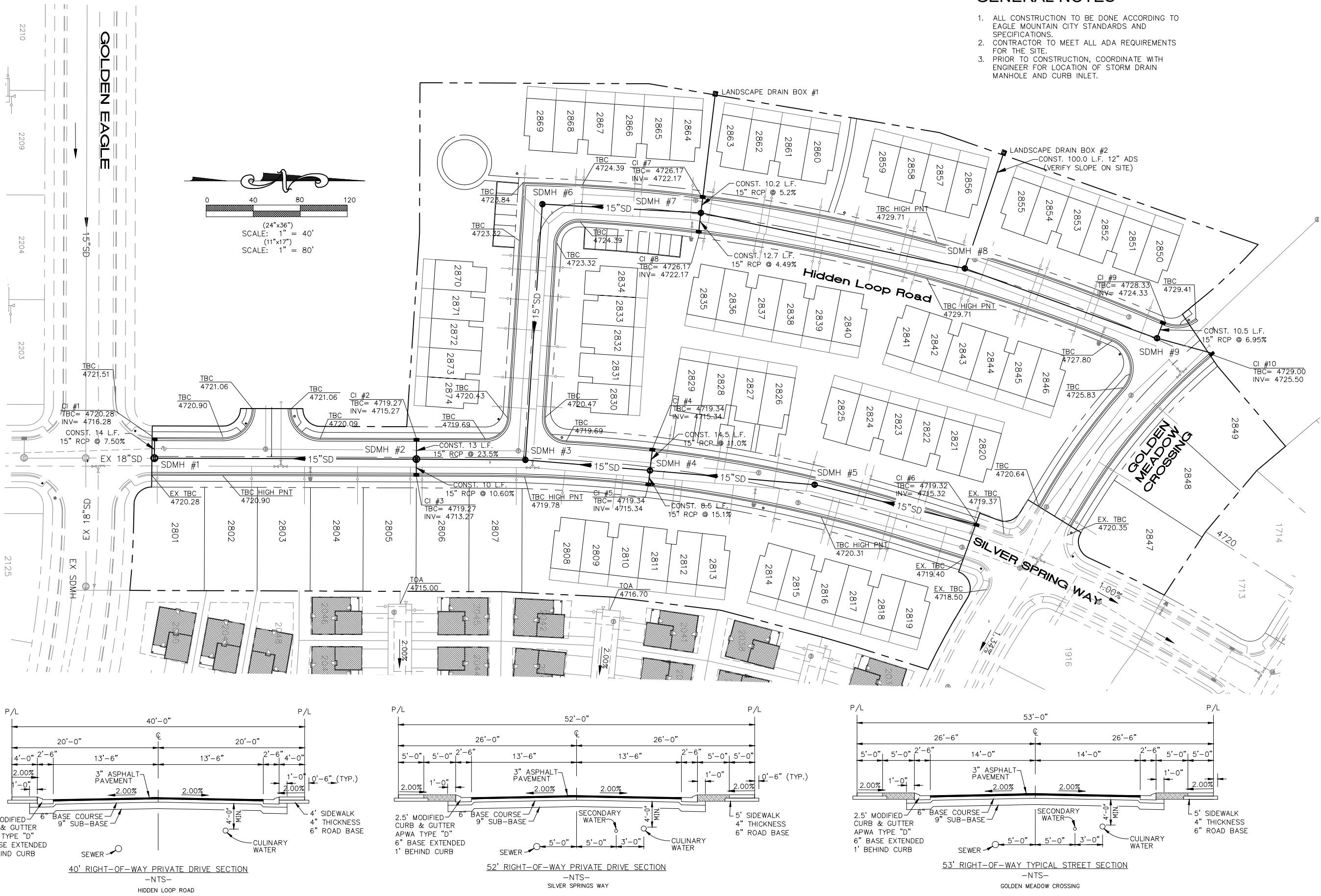
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A RESIDENTIAL SUBDIVISION

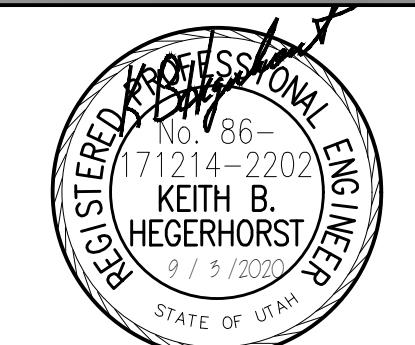
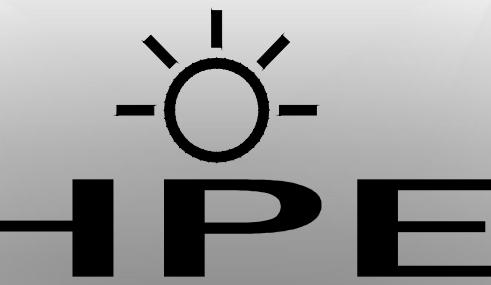
UTILITY PLAN

JOB	SL28
SHEET NO.	3

GENERAL NOTES

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO MEET ALL ADA REQUIREMENTS FOR THE SITE.
3. PRIOR TO CONSTRUCTION, COORDINATE WITH ENGINEER FOR LOCATION OF STORM DRAIN MANHOLE AND CURB INLET.





REV:	DATE:	DESCRIPTION:	BY:
1			
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SILVER LAKE 28 SITE PLAN

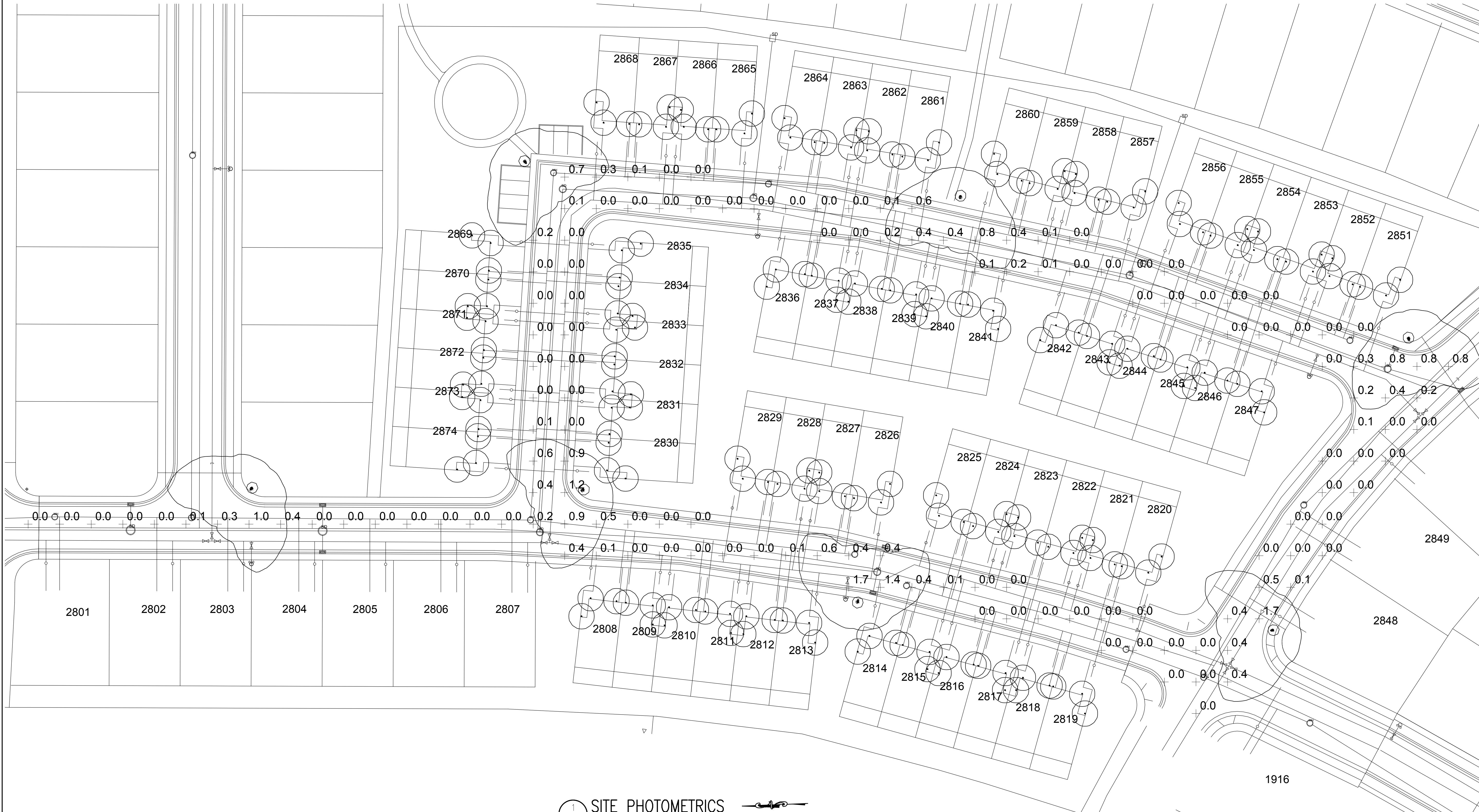
EAGLE MOUNTAIN, UTAH

SITE PHOTOMETRICS

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 IS ILLEGAL AND SUBJECT TO
 PROSECUTION.

VERIFY SCALE
 0" 1"
 BAR IS ONE INCH ON ORIGINAL
 DRAWING. IF NOT ONE INCH ON THIS
 SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING SCALE:
 AS SHOWN
 DRAWN BY:
 GDS
 DESIGNED BY:
 BES
 ENGINEERED BY:
 KBH
 DATE:
 9/3/2020
 SHEET NO.
 E1.1
 HPE PROJECT NO.
 20.074

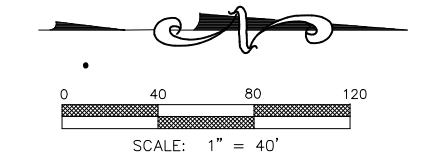


SITE PHOTOMETRICS

SCALE: 0 15' 30' 60' 90'
 1'=30'

SILVERLAKE PLAT "28"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	66.49	B35.00	4°33'45"	66.48	N87°04'07"W
C2	23.44	15.00	89°32'20"	21.13	N44°34'50"W
C3	23.56	15.00	89°59'10"	21.21	S45°10'55"W
C4	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C5	23.57	15.00	90°00'50"	21.22	N44°49'05"W
C6	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C7	75.91	473.50	911°06"	75.62	S43°07'56"E
C8	11.68	556.50	1°12'08"	11.68	S39°08'27"E
C9	71.62	1226.50	3°20'44"	71.61	S26°15'37"W
C10	25.40	15.00	97°01'10"	22.47	S73°05'51"W
C11	20.71	15.00	79°06'07"	19.10	S18°50'31"E
C12	16.94	1226.50	0°47'29"	16.94	S20°18'48"W
C13	26.62	15.00	101°41'22"	23.26	N70°45'45"E
C14	61.35	557.50	618°19"	61.32	S61°32'44"E
C15	359.85	1200.00	171°05"	358.50	S08°46'47"W
C16	567.10	1430.50	22°42'51"	563.40	S13°08'18"W
C17	169.85	530.00	18°21'42"	169.13	S49°12'43"E
C18	22.62	15.00	86°23'16"	20.53	N43°00'18"W
C19	23.72	15.00	90°36'34"	21.33	N48°29'47"E
C20	23.40	15.00	89°22'01"	21.10	S41°30'55"E
C21	303.39	1226.00	14°10'43"	302.62	S10°16'52"W
C22	352.05	1174.00	17°10'54"	350.73	S08°46'47"W
C23	23.44	15.00	89°32'20"	21.13	S44°34'50"E
C24	466.16	1410.50	18°56'09"	464.04	S12°38'09"W
C25	564.96	1450.50	22°18'59"	561.39	S12°10'36"W
C26	16.51	15.00	63°04'35"	15.69	N08°12'13"W
C27	28.92	15.00	110°29'05"	24.65	S77°20'46"W
C28	106.66	556.50	105°58'53"	106.50	S52°54'08"E
C29	27.44	1200.00	118°37"	27.44	S00°50'38"W
C30	332.41	1200.00	15°52'16"	331.34	S09°26'05"W
C32	154.18	530.00	16°40'02"	153.63	S50°03'33"E
C33	15.67	530.00	1°41'40"	15.67	S40°52'42"E
C34	26.13	1174.00	1°16'31"	26.13	S00°49'35"W
C35	31.77	1174.00	1°33'01"	31.77	S02°14'22"W
C36	25.03	1174.00	1°13'18"	25.03	S03°37'32"W
C37	25.01	1174.00	1°13'14"	25.01	S04°50'48"W
C38	25.00	1174.00	1°13'13"	25.00	S06°04'01"W
C39	25.00	1174.00	1°13'13"	25.00	S07°17'14"W
C40	25.01	1174.00	1°13'15"	25.01	S08°30'28"W
C41	25.04	1174.00	1°13'19"	25.04	S09°43'45"W
C42	31.07	1174.00	1°30'58"	31.07	S11°05'54"W
C43	25.03	1174.00	1°13'18"	25.03	S12°28'02"W
C44	25.01	1174.00	1°13'15"	25.01	S13°41'18"W
C45	25.00	1174.00	1°13'13"	25.00	S14°54'32"W
C46	25.00	1174.00	1°13'13"	25.00	S16°07'45"W
C47	12.93	1174.00	0°37'52"	12.93	S17°03'17"W
C48	8.03	15.00	30°39'28"	7.93	N05°22'49"E
C49	12.68	15.00	48°26'39"	12.31	N34°10'15"W
C50	21.91	15.00	83°42'25"	20.02	N41°39'53"W
C51	0.70	15.00	2°40'51"	0.70	N84°51'31"W
C52	84.29	1226.00	3°56'21"	84.27	S05°09'40"W
C53	25.01	1226.00	1°10'08"	25.01	S07°42'55"W
C54	25.00	1226.00	1°10'06"	25.00	S08°53'02"W
C55	25.00	1226.00	1°10'06"	25.00	S10°03'09"W
C56	25.01	1226.00	1°10'08"	25.01	S11°13'16"W
C57	24.58	1226.00	1°08'55"	24.58	S12°22'47"W
C58	25.01	1226.00	1°10'08"	25.01	S13°32'19"W
C59	25.00	1226.00	1°10'06"	25.00	S14°42'27"W
C60	25.00	1226.00	1°10'06"	25.00	S15°23'33"W
C61	19.48	1226.00	0°54'37"	19.48	S16°54'55"W
C62	103.20	1410.50	4°11'32"	103.18	S05°15'51"W
C63	25.03	1410.50	1°01'00"	25.03	S07°52'07"W
C64	25.01	1410.50	1°00'58"	25.01	S08°53'06"W
C65	25.00	1410.50	1°00'56"	25.00	S09°54'03"W
C66	25.00	1410.50	1°00'56"	25.00	S10°54'59"W
C67	25.01	1410.50	1°00'57"	25.01	S11°55'55"W
C68	25.02	1410.50	1°00'59"	25.02	S12°56'53"W
C69	30.91	1410.50	1°15'20"	30.91	S14°05'03"W
C70	25.02	1410.50	1°01'00"	25.02	S15°13'3"W
C71	25.01	1410.50	1°00'57"	25.01	S16°14'11"W
C72	25.00	1410.50	1°00'56"	25.00	S17°15'03"W
C73	25.00	1410.50	1°00'56"	25.00	S18°16'04"W
C74	25.01	1410.50	1°00'57"	25.01	S19°17'01"W
C75	25.02	1410.50	1°01'00"	25.02	S20°17'59"W
C76	31.90	1410.50	1°17'45"	31.90	S21°27'21"E

Curve Table

Curve #	Length	Radius	Delta	Chord	Chord Bearing
C77	10.64	1450.50	0°25'12"	10.64	S23°07'29"W
C78	25.04	1450.50	0°59'20"	25.04	S22°25'13"W
C79	25.02	1450.50	0°59'17"	25.02	S21°25'54"W
C80	25.00	1450.50	0°59'18"	25.00	S20°26'37"W
C81	25.00	1450.50	0°59'15"	25.00	S19°27'22"W
C82	25.00	1450.50	0°59'16"	25.00	S18°28'07"W
C83	25.01	1450.50	0°59'17"	25.01	S17°28'50"W
C84	17.72	1450.50	0°42'00"	17.72	S16°38'12"W
C85	25.01	1450.50	0°59'15"	25.01	S15°47'34"W
C86	25.00	1450.50	0°59'15"	25.00	S14°48'18"W
C87	25.00	1450.50	0°59'15"	25.00	S13°49'02"W
C88	25.01	1450.50	0°59'16"	25.01	S12°49'47"W
C89	23.64	1450.50	0°56'02"	23.64	S11°52'08"W
C90	25.01	1450.50	0°59'16"	25.01	S10°54'29"W
C91	25.00	1450.50	0°59'15"	25.00	S09°55'14"W
C92	25.00	1450.50	0°59'15"	25.00	S08°55'58"W
C93	25.01	1450.50	0°59'16"	25.01	S07°56'42"W
C94	10.88	1450.50	0°25'47"	10.88	S07°14'11"W
C95	25.02	1450.50	0°59'19"	25.02	S06°31'38"W
C96	25.01	1450.50	0°59'16"	25.01	S05°32'20"W
C97	25.00	1450.50	0°59'15"	25.00	S04°33'04"W
C98	25.00	1450.50	0°59'15"	25.00	S03°33'49"W
C99	25.01	1450.50	0°59'16"	25.01	S02°34'33"W
C100	25.00	1450.5			

Acacia

3 Bedroom, 2.5 Bath, Laundry Room Upstairs
Finished: 1,641 Sq.Ft., Total: 2,493 Sq.Ft.



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Elevation A



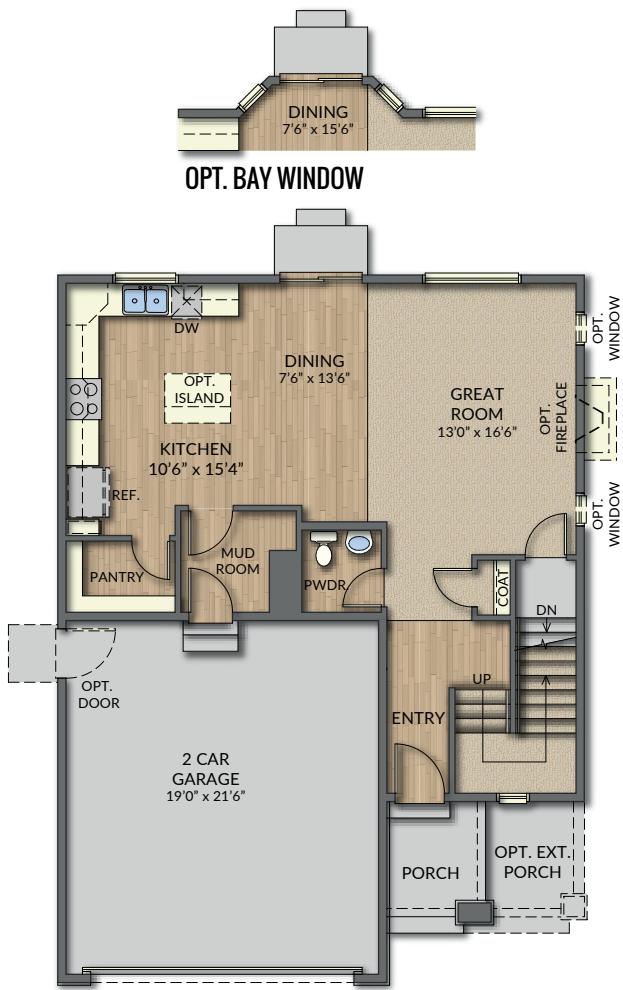
Elevation B



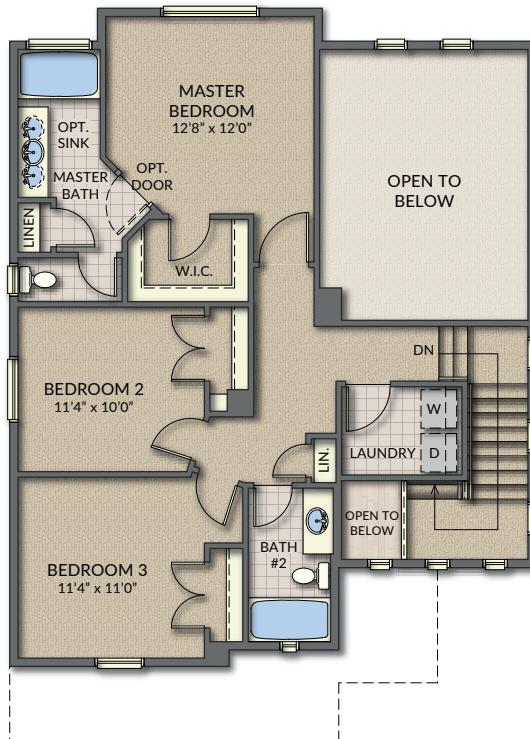
Elevation C



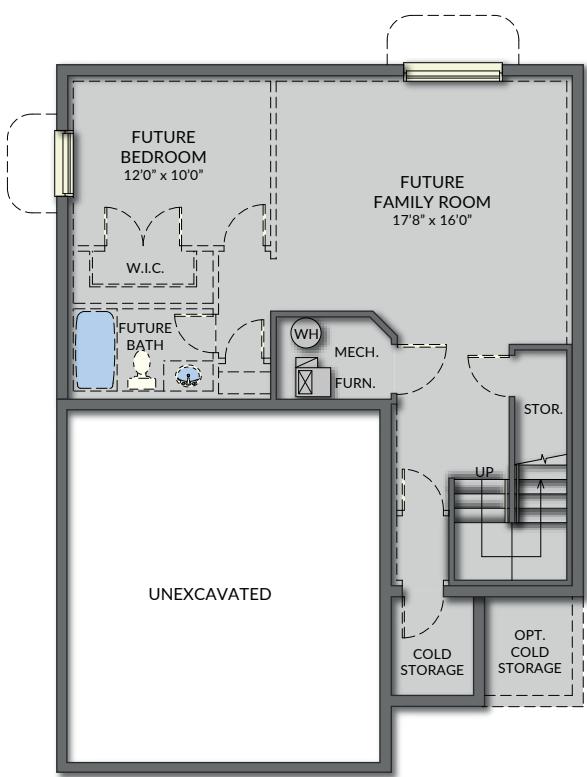
Flagship Homes or its entities reserve the right to change elevations, specifications, floor plans, window placement, materials, and prices without notice. All sq footages are approximate. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at additional cost. Renderings are Artist's conception only. *Double ovens are a standard in the Parkside and Hampton Subdivisions. Double master sinks and showers are standard in the Willows, Willis, Parkside, and Hampton subdivisions. Brick and Painted Brick shown is optional.



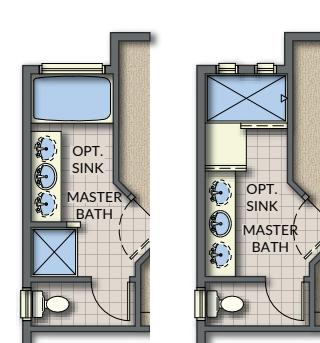
FIRST FLOOR



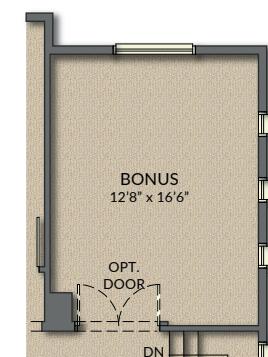
SECOND FLOOR



BASEMENT FLOOR



OPT. MASTER BATH #1



OPT. BONUS



OPT. BEDROOM #4

SECOND FLOOR OPTIONS

Aspen

3 Bedroom, 2.5 Bath

Finished: 1,793 Sq.Ft., Total: 2,732 Sq.Ft.



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Elevation A



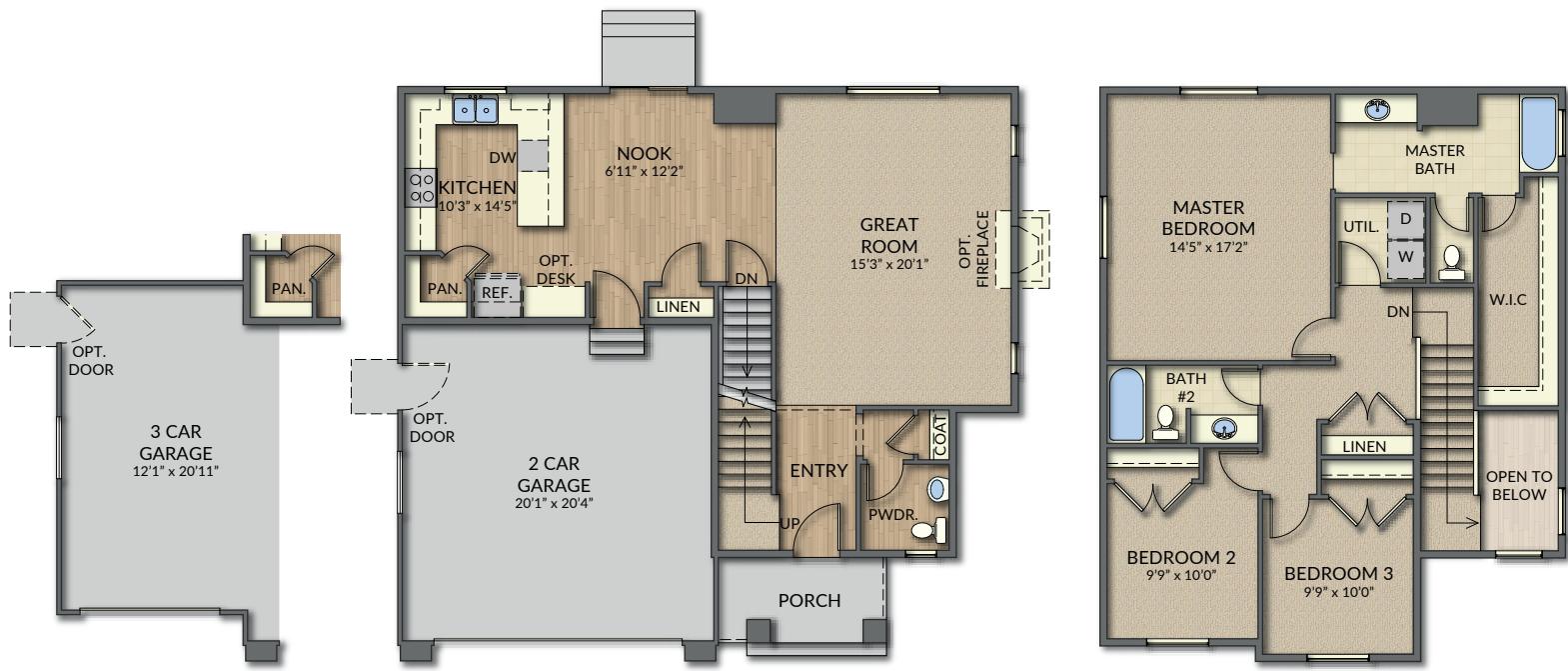
Elevation B



Elevation C



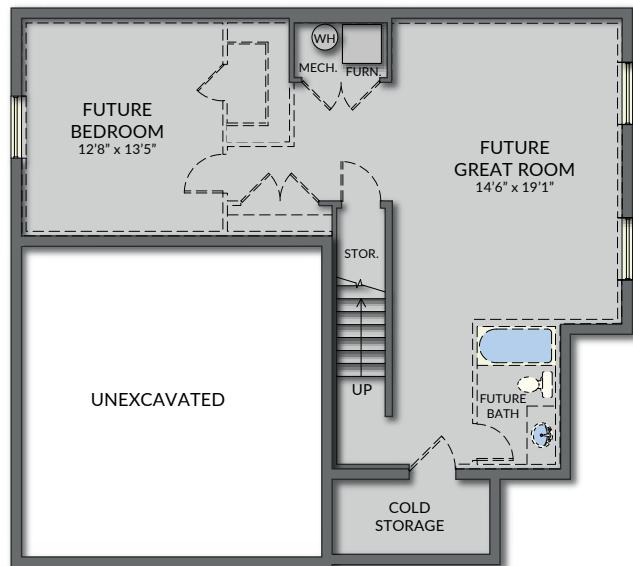
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OPT. 3 CAR GARAGE

FIRST FLOOR

SECOND FLOOR



BASEMENT FLOOR



Birch

3 Bedroom, 2.5 Bath

Finished: 1,739 Sq.Ft., Total: 2,659 Sq.Ft.



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Elevation A



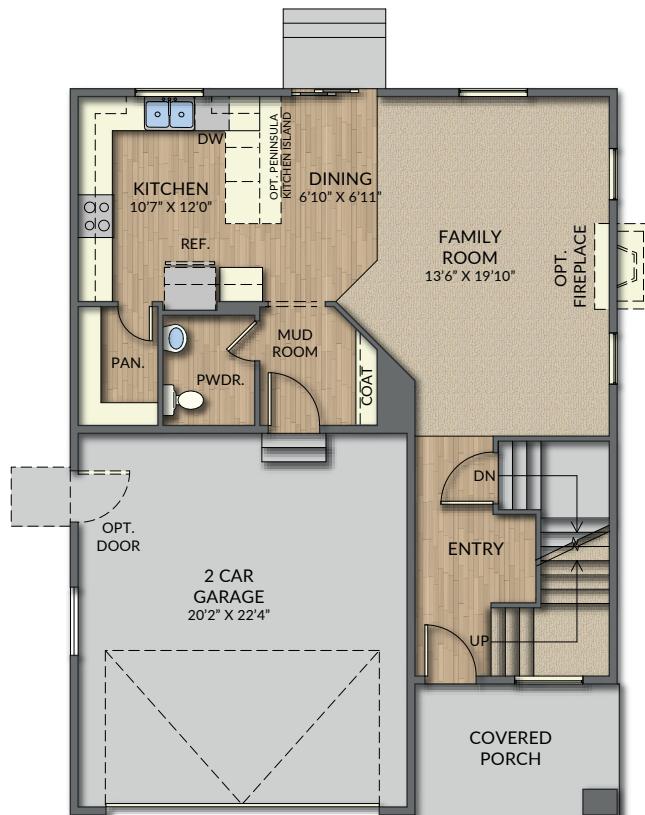
Elevation B



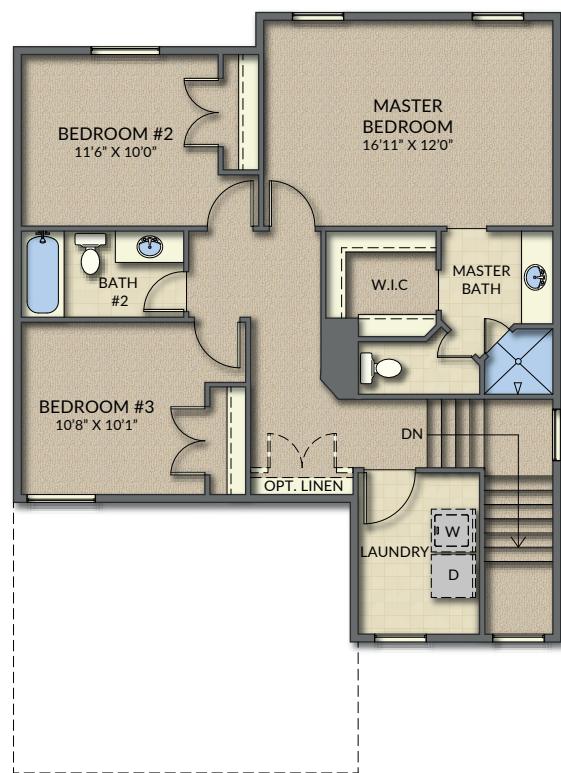
Elevation C



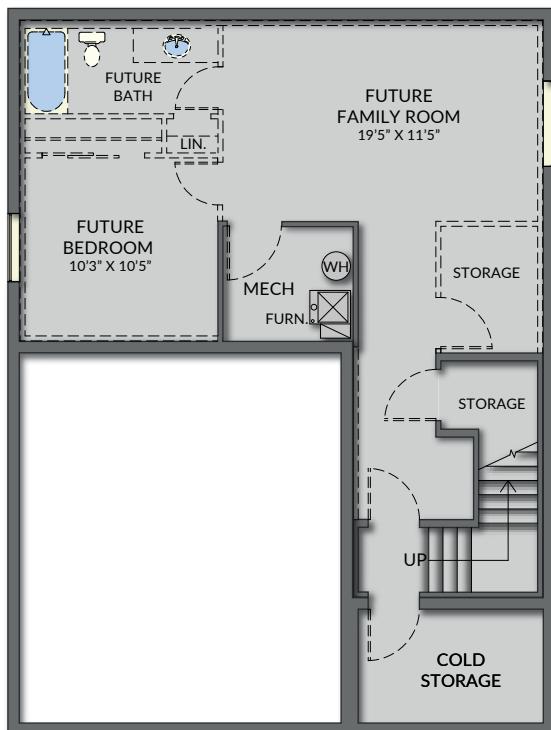
Flagship Homes or its entities reserve the right to change elevations, specifications, floor plans, window placement, materials, and prices without notice. All sq footages are approximate. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at additional cost. Renderings are Artist's conception only. *Double ovens are standard in the Parkside and Hampton Subdivisions. Double master sinks and showers are standard in the Willows, Willis, Parkside, and Hampton subdivisions.



FIRST FLOOR



SECOND FLOOR



BASEMENT FLOOR



Maple

3 Bedroom, 2.5 Bath

Finished: 1,461 Sq.Ft., Total: 2,294 Sq.Ft.



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Elevation A



Elevation B



Elevation C



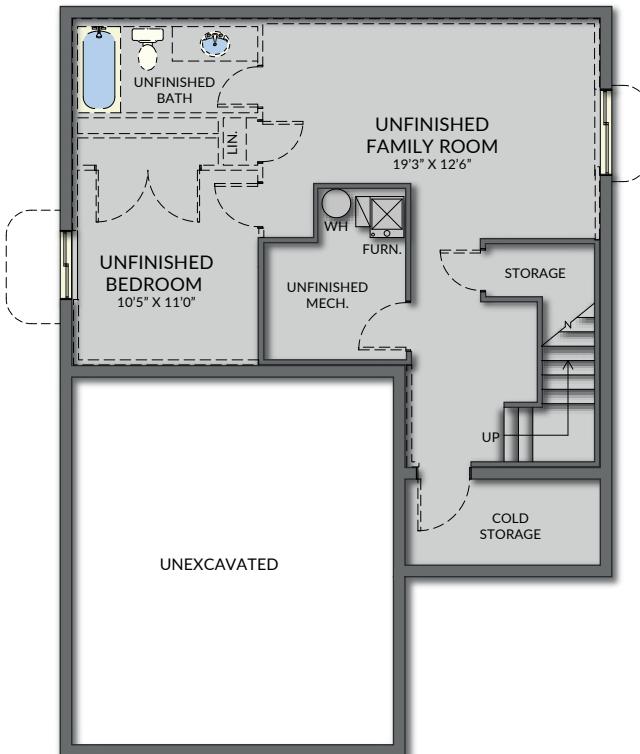
Flagship Homes or its entities reserve the right to change elevations, specifications, floor plans, window placement, materials, and prices without notice. All sq footages are approximate. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at additional cost. Renderings are Artist's conception only. *Double ovens are a standard feature in the Parkside and Hampton Subdivisions. Double master sinks and showers are standard in the Willows, Willis, Parkside, and Hampton subdivisions.



FIRST FLOOR



SECOND FLOOR



BASEMENT FLOOR



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Orchid

3 Bedroom, 2.5 Bath

Finished: 1,708 Sq.Ft., Total: 2,508 Sq.Ft.



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Elevation A



Elevation B



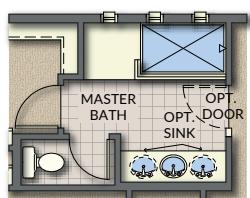
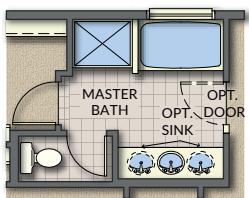
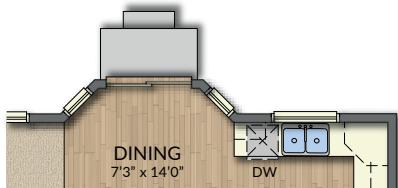
Elevation C



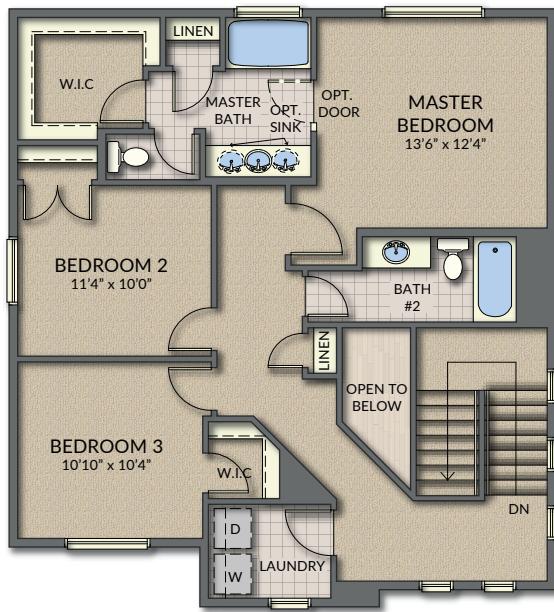
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107

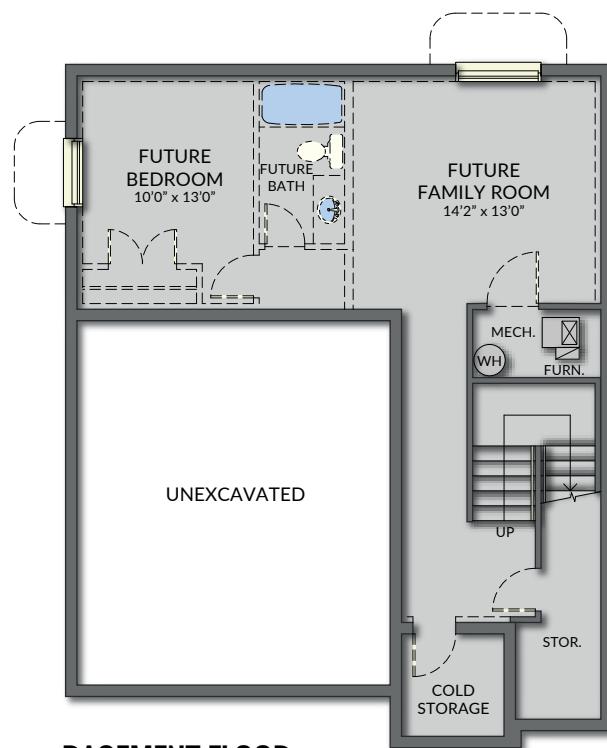
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FIRST FLOOR



SECOND FLOOR



BASEMENT FLOOR

Pepperwood

3 Bedroom, 2.5 Bath

Finished: 1,910 Sq.Ft., Total: 2,786 Sq.Ft.



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Elevation A



Elevation B



Elevation C



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109

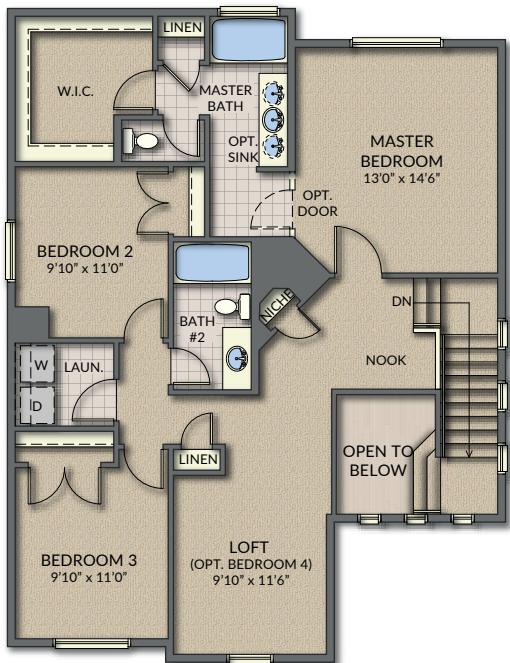


OPT. BAY WINDOW

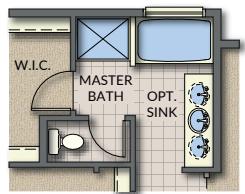
OPT. PATIO



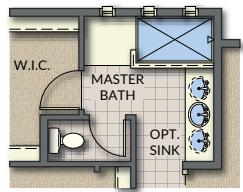
FIRST FLOOR



SECOND FLOOR



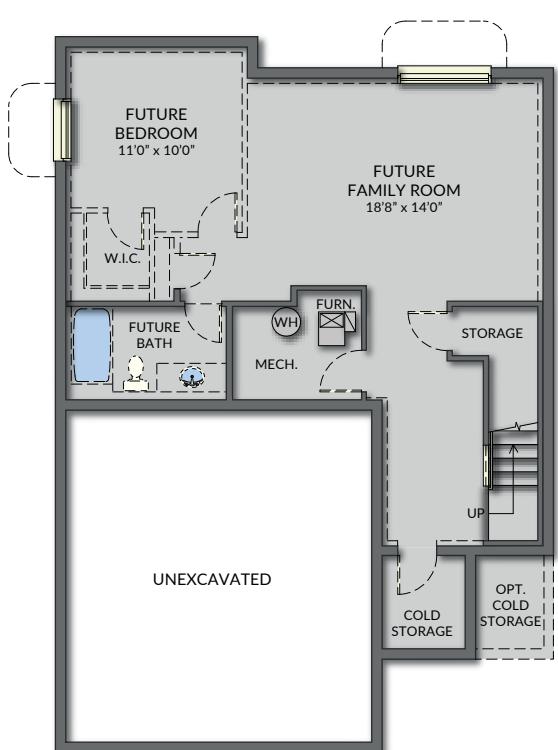
OPT. MASTER BATH #1



OPT. MASTER BATH #2



OPT. BEDROOM 4



BASEMENT FLOOR



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Redwood

4/5 Bedroom, 2.5 Bath

Finished: 2,380 Sq.Ft., Total: 3,351 Sq.Ft.



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Elevation A



Elevation B



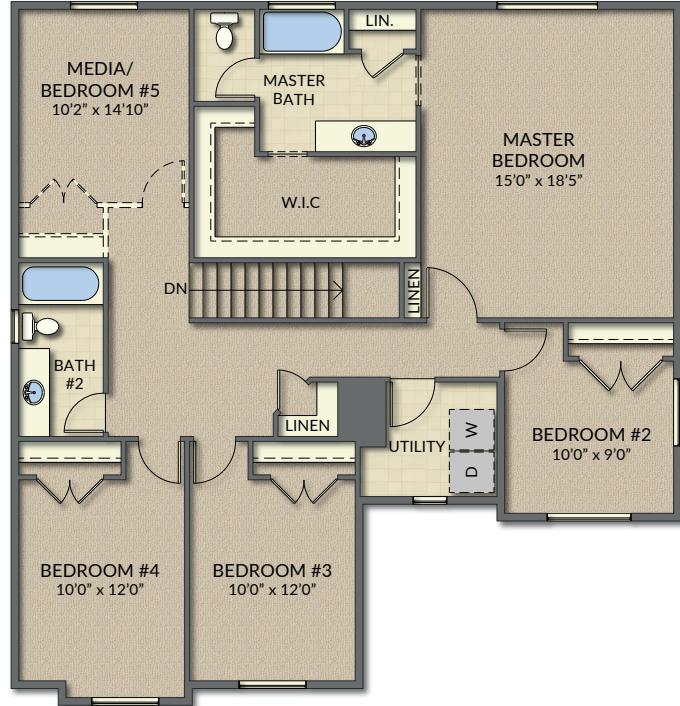
Elevation C



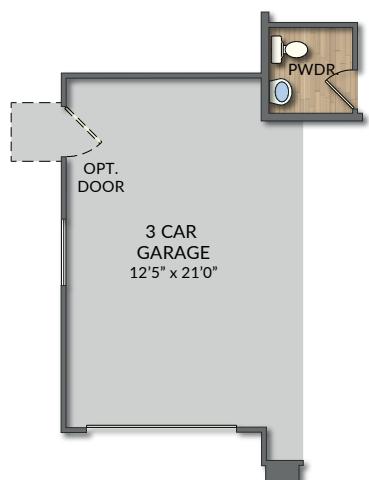
Flagship Homes or its entities reserve the right to change elevations, specifications, floor plans, window placement, materials, and prices without notice. All sq footages are approximate. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at additional cost. Renderings are Artist's conception only. *Double ovens are a standard feature in the Parkside and Hampton Subdivisions. Double master sinks and showers are standard in the Willows, Willis, Parkside, and Hampton subdivisions.



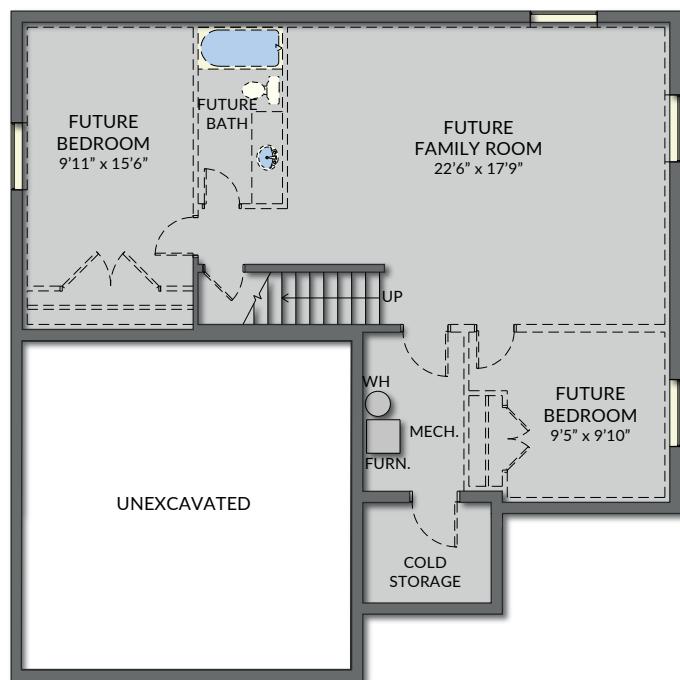
MAIN FLOOR PLAN



UPPER FLOOR PLAN



OPT. 3 CAR GARAGE



BASEMENT FLOOR



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Willow

3/4 Bedroom, 2.5 Bath
Finished: 1,870 Sq.Ft., Total: 2,737 Sq.Ft.



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Elevation A



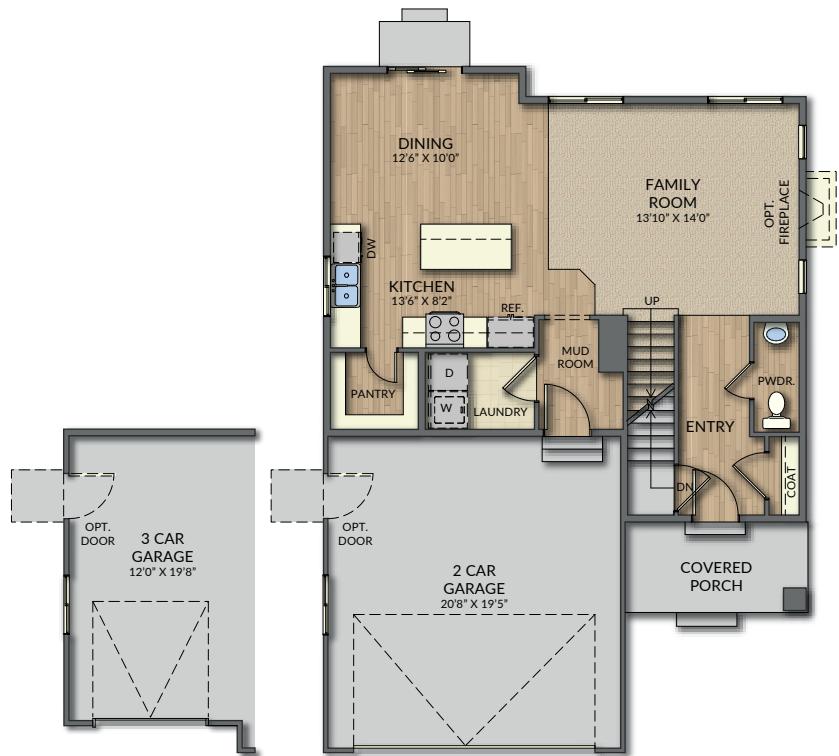
Elevation B



Elevation C



Flagship Homes or its entities reserve the right to change elevations, specifications, floor plans, window placement, materials, and prices without notice. All sq footages are approximate. The availability of certain options is subject to construction status and schedule. Optional features may be predetermined and included at additional cost. Renderings are Artist's conception only. *Double ovens are standard in the Parkside and Hampton Subdivisions. Double master sinks and showers are standard in the Willows, Willis, Parkside, and Hampton subdivisions.

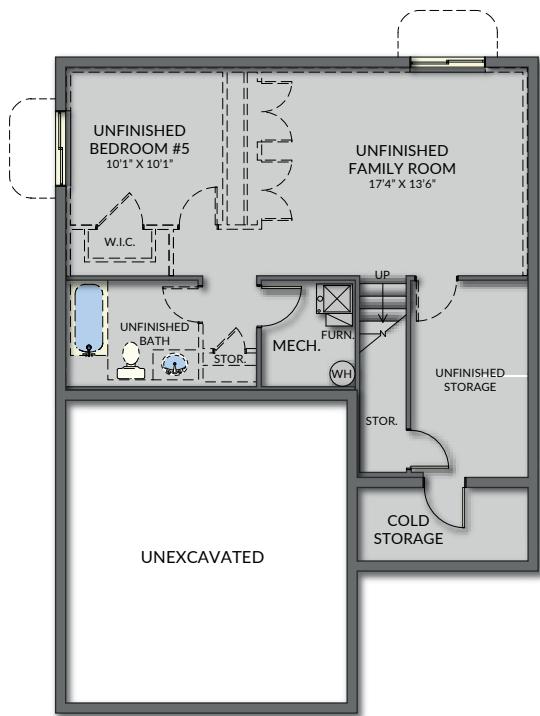


OPT. 3 CAR GARAGE

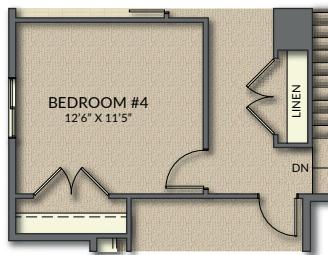
FIRST FLOOR



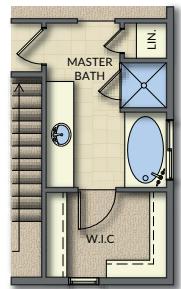
SECOND FLOOR



BASEMENT FLOOR



OPT. BEDROOM #4



OPT. MASTER SHOWER

SECOND FLOOR OPTIONS





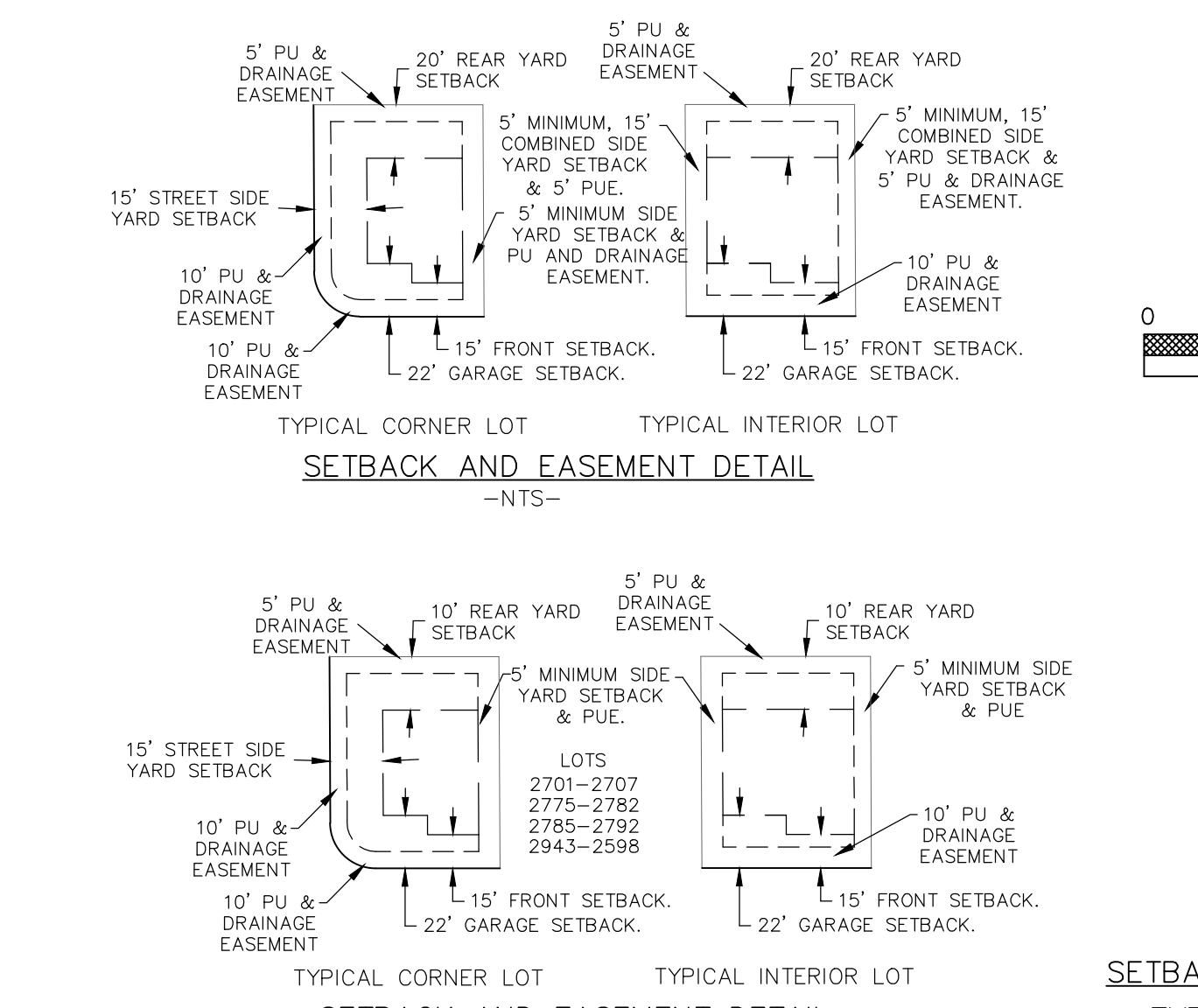
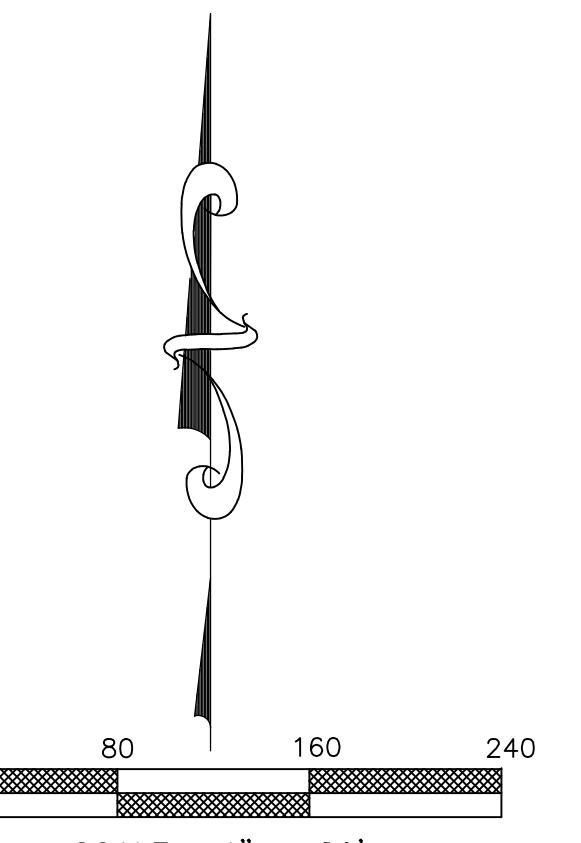




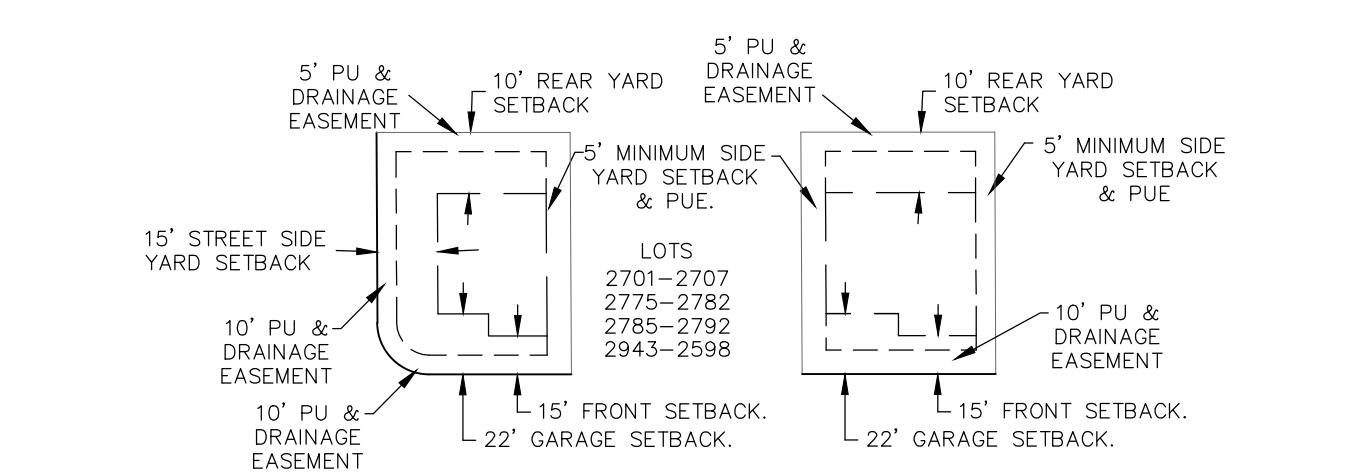
BOUNDARY DESCRIPTION
 Beginning at a point which is North 89°20'14" West 1991.65 feet along the section line and North 802.35 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian, thence Westerly 66.49 feet along the arc of a 835 foot radius curve to the left, through a central angle of 04°33'45" the chord of which bears North 87°04'07" West 66.48 feet; thence North 89°21'00" West 12.72 feet; thence Northwesterly 23.44 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°32'20" the chord of which bears North 44°34'50" West 21.13 feet; thence North 89°25'20" West 40.00 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°59'10" the chord of which bears South 45°10'55" West 21.21 feet; thence North 89°49'30" West 386.01 feet; thence Northwesterly 23.57 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'50" the chord of which bears North 44°49'05" West 21.22 feet; thence North 89°49'59" West 53.00 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°59'10" the chord of which bears South 45°10'55" West 21.21 feet; thence North 89°49'30" West 665.95 feet; thence North 00°34'41" East 89.99 feet; thence North 00°36'45" East 408.09 feet; thence North 00°34'41" East 360.67 feet; thence South 89°23'16" East 90.11 feet; thence North 89°05'23" East 53.02 feet; thence South 89°23'16" East 90.10 feet; thence North 00°36'41" East 65.30 feet; thence Northeastly 246.82 feet along the arc of a 528.50 foot radius curve to the left, through a central angle of 26°45'30" the chord of which bears North 70°54'47" West 244.58 feet; thence Southeasterly 20.41 feet along the arc of a 15 foot radius curve to the right, through a central angle of 7°57'03" the chord of which bears South 83°29'26" East 18.87 feet; thence North 57°34'33" East 54.30 feet; thence Northwesterly 24.65 feet along the arc of a 15 foot radius curve to the right, through a central angle of 94°09'07" the chord of which bears North 01°36'41" East 21.97 feet; thence North 48°09'44" East 143.86 feet; thence Southeasterly 22.31 feet along the arc of a 15 foot radius curve to the right, through a central angle of 85°51'51" the chord of which bears South 89°13'21" East 20.31 feet; thence North 51°05'03" East 53.54 feet; thence Northwesterly 25.05 feet along the arc of a 15 foot radius curve to the right, through a central angle of 95°40'14" the chord of which bears North 00°19'37" East 22.24 feet; thence North 48°09'44" East 73.71 feet; thence South 51°39'18" East 71.23 feet; thence South 63°30'22" East 79.27 feet; thence South 75°28'36" East 72.36 feet; thence South 85°52'05" East 66.44 feet; thence South 87°45'09" East 56.46 feet; thence South 76°58'28" East 52.60 feet; thence South 69°13'05" East 51.52 feet; thence South 58°22'39" East 20.00 feet; thence South 53°46'51" East 53.46 feet; thence South 43°53'01" East 53.03 feet; thence South 36°07'41" East 55.16 feet; thence South 56°49'04" East 64.27 feet; thence Southwesterly 71.62 feet along the arc of a 1226.50 foot radius curve to the left, through a central angle of 03°20'44" the chord of which bears South 26°15'37" West 71.61 feet; thence Southwesterly 25.40 feet along the arc of a 15 foot radius curve to the right, through a central angle of 97°01'10" the chord of which bears South 73°05'51" West 22.47 feet; thence South 31°36'28" West 53.00 feet; thence South 58°23'34" East 13.08 feet; thence Southeasterly 20.71 feet along the arc of a 15 foot radius curve to the right, through a central angle of 79°06'07" the chord of which bears South 18°50'31" East 19.10 feet; thence Southwesterly 16.94 feet along the arc of a 1226.50 foot radius curve to the left, through a central angle of 00°47'27" the chord of which bears South 20°18'48" West 16.94 feet; thence South 70°04'56" East 53.00 feet; thence Northwesterly 26.62 feet along the arc of a 15 foot radius curve to the right, through a central angle of 101°41'22" the chord of which bears North 70°45'45" East 23.26 feet; thence South 58°23'34" East 8.49 feet; thence Southeasterly 61.35 feet along the arc of a 557.50 foot radius curve to the left, through a central angle of 06°18'19" the chord of which bears South 61°32'44" East 61.32 feet; thence South 17°31'19" West 64.04 feet; thence South 14°47'34" West 89.29 feet; thence South 06°55'27" West 92.94 feet; thence South 02°47'40" West 94.13 feet; thence South 00°11'20" West 316.14 feet to the point of beginning.

Parcel contains: 37.39 acres

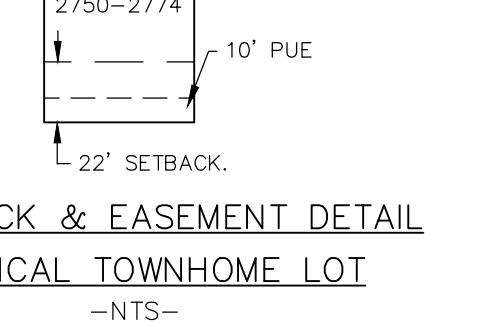
Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	66.49	835.00	4°33'45"	66.48
C2	23.44	15.00	89°32'20"	21.13
C3	23.56	15.00	89°59'10"	21.21
C4	23.57	15.00	90°00'50"	21.22
C5	23.56	15.00	89°59'10"	21.21
C6	246.82	528.50	26°45'30"	244.58
C7	20.41	15.00	77°57'03"	18.87
C8	24.65	15.00	94°09'07"	21.97
C9	22.31	15.00	85°13'51"	20.31
C10	25.05	15.00	95°40'14"	22.24
C11	71.62	1226.50	3°20'44"	71.61
C12	25.40	15.00	97°01'10"	22.47
C13	20.71	15.00	79°06'07"	19.10
C14	16.94	1226.50	0°47'27"	16.94
C15	26.62	15.00	101°41'22"	23.26
C16	61.35	557.50	6°18'19"	61.32



SETBACK AND EASEMENT DETAIL
-NTS-



SETBACK & EASEMENT DETAIL
-NTS-



SETBACK & EASEMENT DETAIL
-NTS-

REVISIONS		
NO.	DATE	DESCRIPTION
1		DESIGNED BY: TGT DRAWN BY: TGT
2		CHECK BY: TGT
3		DATE: 3/20/2019
4		COGO FILE:

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

EAGLE MOUNTAIN UTAH

SILVERLAKE SOUTH
 (CENTRAL AREA)

PRELIMINARY PLAT

J:\Silver lake south\dwg\overall\Central Preliminary.dwg
 JOB
 SHEET NO.
 1



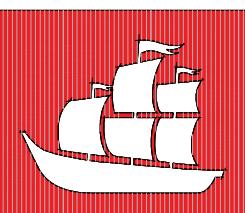
OPEN SPACE DESIGN

SILVER LAKE PHASE 28

Eagle Mountain, Utah

SEPTEMBER 2020

LANDSCAPE
planting plan



flagship
homes

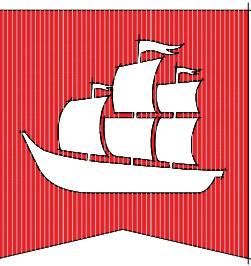
1250 East 200 South, Ste. 1D
Lehi | Utah | 84043

BRONSON R. *[Signature]*
preliminary plans
not for construction
XXXXXX

call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked



scale 1'=30' on 22x34 sheet
scale 1'=60' on 11x17 sheet



flagship
homes

1250 East 200 South, Ste. 1D
Lehi | Utah | 84043

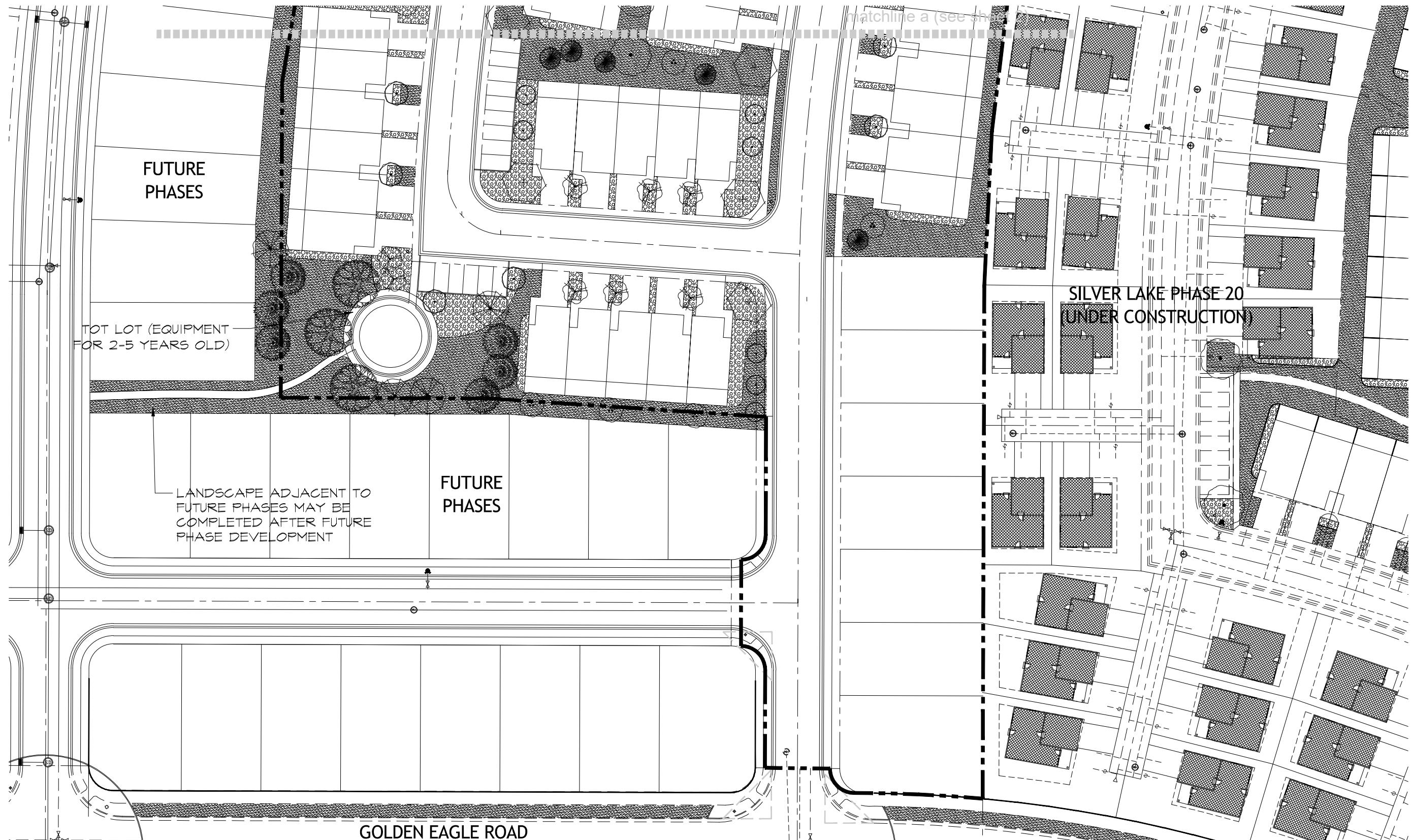
BRONSON R. BRONSON R.
preliminary plans
not for construction
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call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

OPEN SPACE DESIGN

SILVER LAKE PHASE 28

Eagle Mountain, Utah

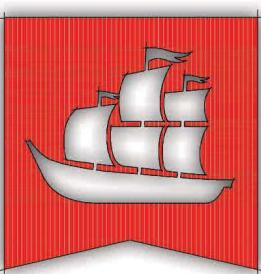


SEPTEMBER 2020

LANDSCAPE
planting plan

0' 15' 30' 60'
scale 1"=30' on 22x34 sheet
scale 1"=60' on 11x17 sheet





flagship
homes

1250 East 200 South, Ste. 1D
Lehi | Utah | 84043

BRONSON E. PRELIMINARY PLANS
not for construction
XXXXXX

call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

OPEN SPACE DESIGN

SILVER LAKE PHASE 28
Eagle Mountain, Utah

JUNE 2020

LANDSCAPE
planting plan



Silver Lake # 28 Town Homes (Tot Lot) USP.05174



Color Scheme

Posts



RAL 6018
Yellow Green

Ropes



Red

Balls

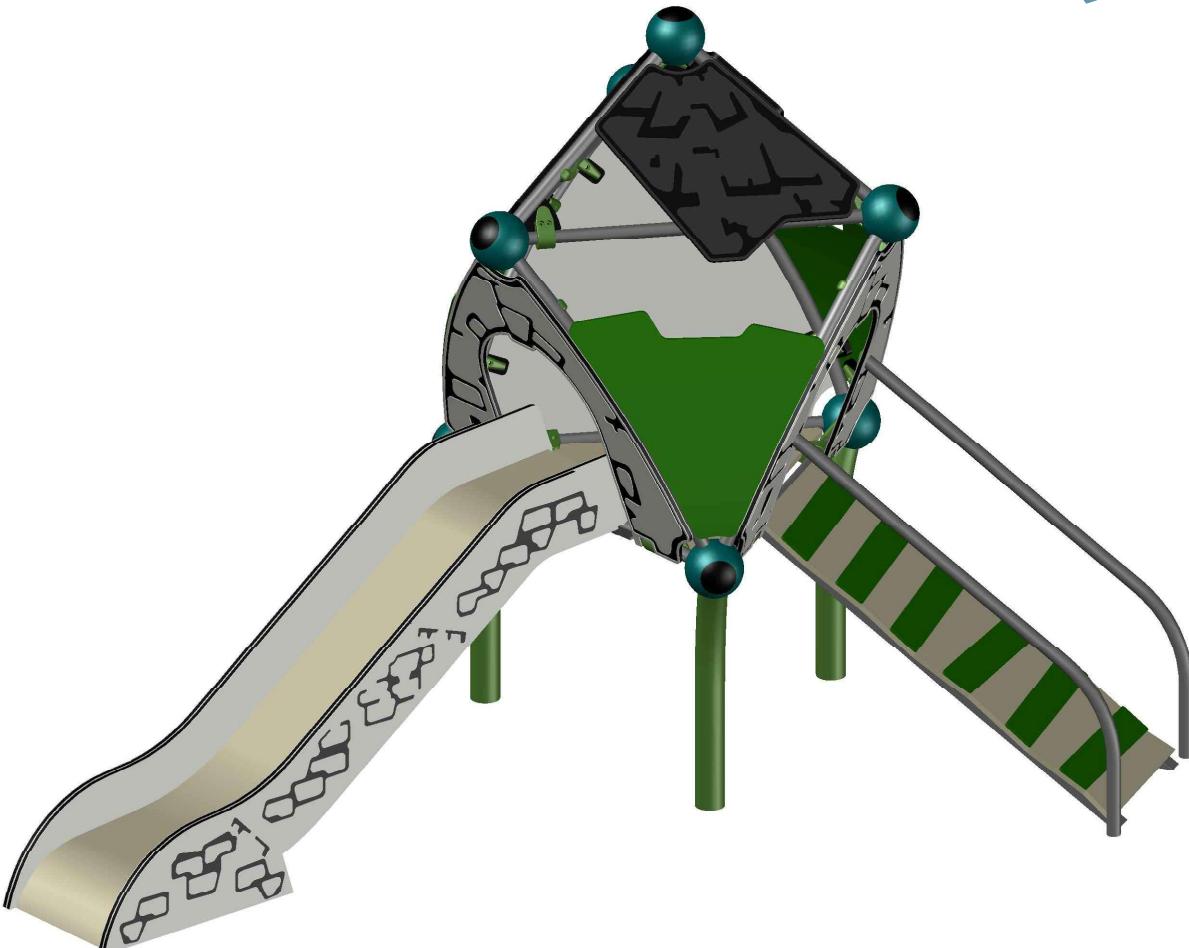


RAL 5021
Water Blue

HDPE



Green



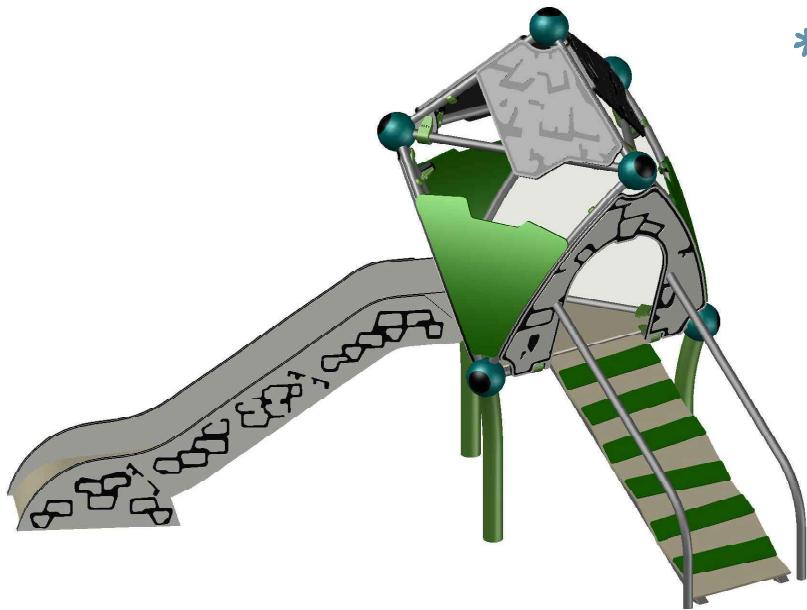
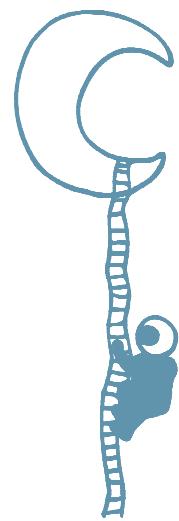
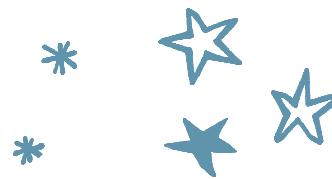
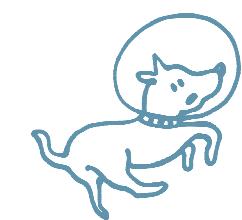
Berliner

Berliner Seifefabrik
Play Equipment Corporation

96 Brookfield Oaks Dr., Suite 140,
Greenville, SC 29607

Phone: +1-864-627-1092
Fax: +1-864-627-1178

www.berliner-playequipment.com
info@berliner-playequipment.com



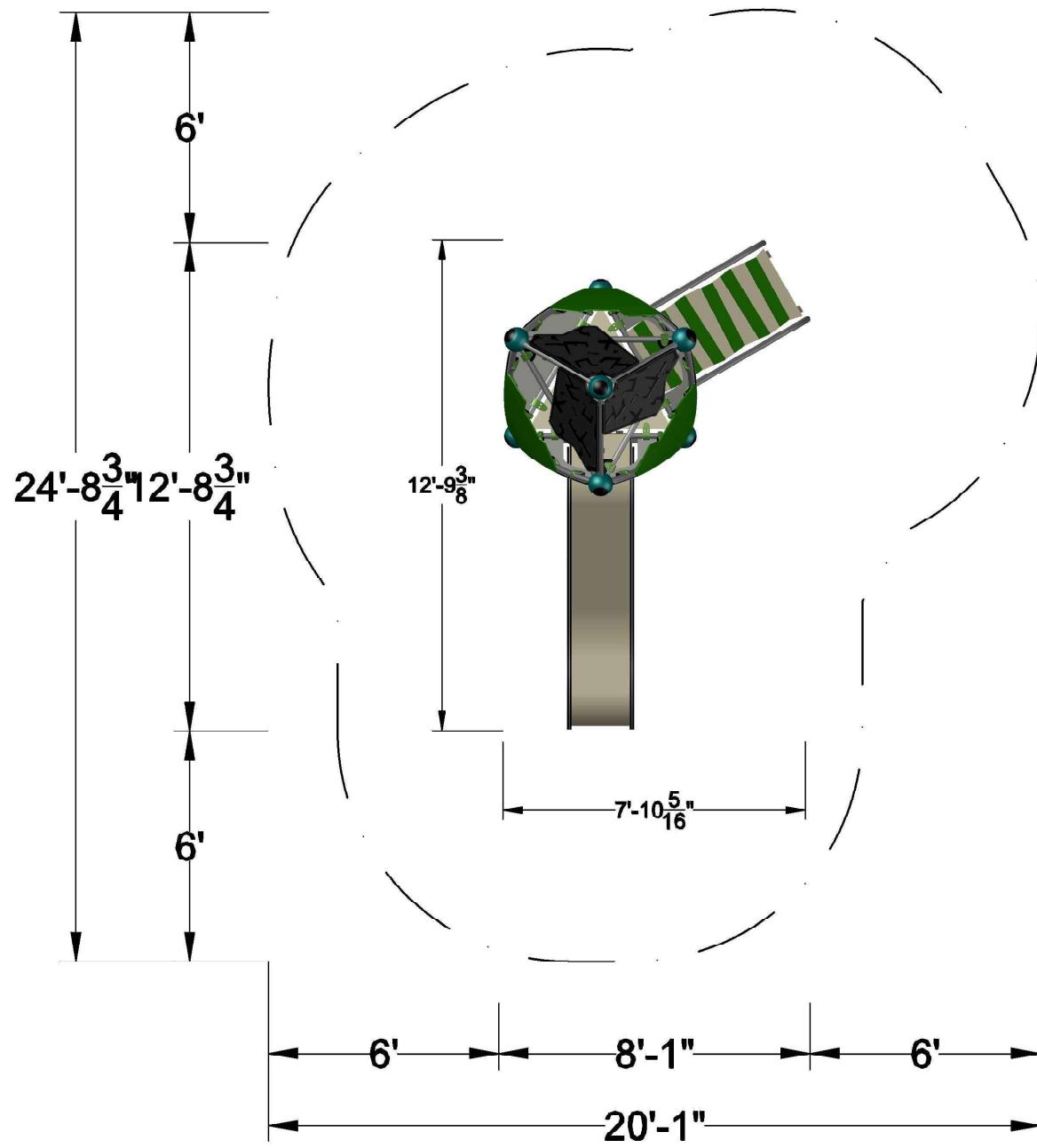
CombiNation Silver Lake # 28 (Tot Lot) Eagle Mountain, UT.

USP.05174



<input type="checkbox"/>	Dimensions (l x w x h) ('-")-----	<input type="checkbox"/>	Free height of fall ('-")6'-0"
<input type="checkbox"/>	Minimum space required ('-")-----	<input type="checkbox"/>	Surface (sqft) 1520
<input type="checkbox"/>	Format ANSI A (8.5" x 11")	<input type="checkbox"/>	Scale N.T.S.
<input type="checkbox"/>	Date 07/23/2020	<input type="checkbox"/>	Name L.Vardanian
<input type="checkbox"/>	Revision Date 1. 2.	<input type="checkbox"/>	3. 4.

Please note: Current design is for conceptual purposes only and is subject to change.



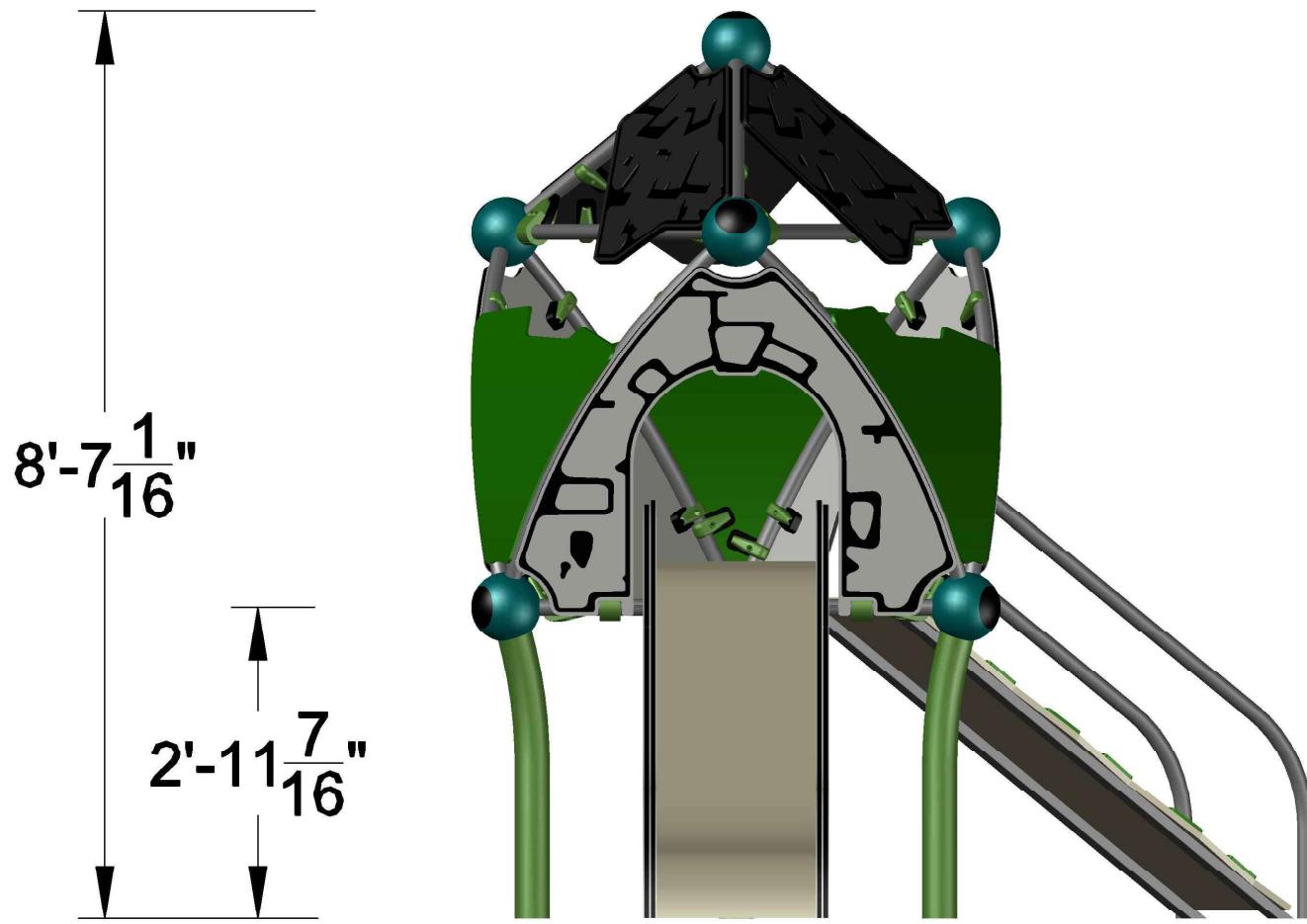
CombiNation
Silver Lake # 28 (Tot Lot)
Eagle Mountain, UT.

USP.05174



	Dimensions (l x w x h) ('-")-----		Free height of fall ('-") 6'-0"
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	Date 07/23/2020		Name L.Vardanian
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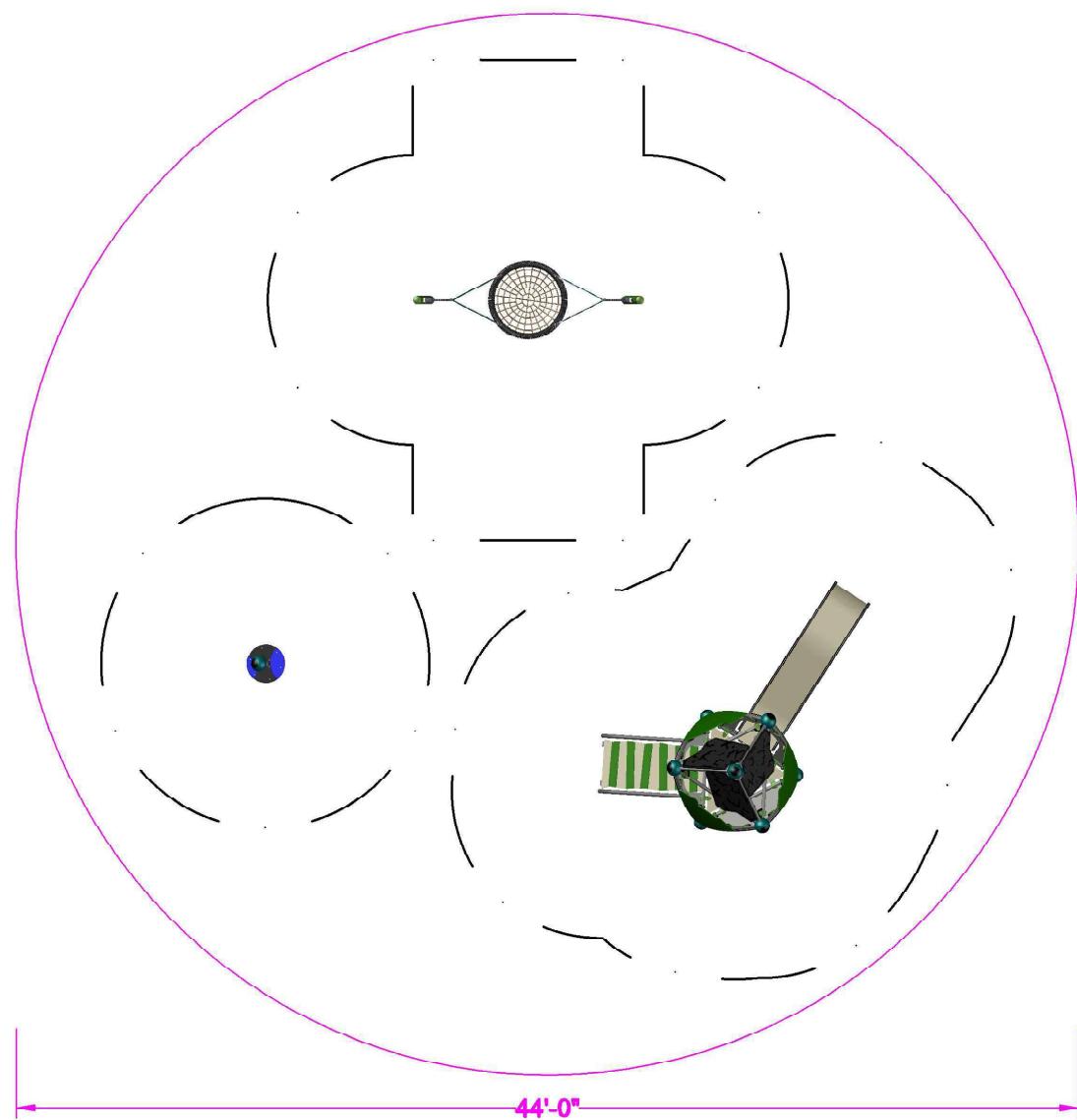
CombiNation
Silver Lake # 28 (Tot Lot)
Eagle Mountain, UT.

USP.05174



	Dimensions (l x w x h) ('-")-----		Free height of fall ('-")6'-0"
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CombiNation
Silver Lake # 28 (Tot Lot)
Eagle Mountain, UT.

USP.05174



	Dimensions (l x w x h) ('-")-----		Free height of fall ('-") 6'-0"
	Minimum space required ('-")-----		Surface (sqft) 1520
	Format ANSI A (8.5" x 11")		Scale N.T.S.
	Date 07/23/2020		Name L.Vardanian
	Revision Date 1. 2.		3. 4.

Please note: Current design is for conceptual purposes only and is subject to change.



PARKS & OPEN SPACE WORKSHEET

Silver Lake 28 Pocket Park

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space			
Residential Lots / Units	Required Open Space (Square Feet) ^a	/ 43,560 =	Required Open Space (Acres) ^b
_____	x 1,000 = _____ sq ft	/ 43,560 =	_____ Acres

Park Fee-In-Lieu (if applicable)		Required Amenity Points	
Required Open Space (Square Feet) ^a	Total Fee-In-Lieu	Required Open Space (Acres) ^b	Required Amenity Points
_____ sq ft	x \$5.75 = \$ _____	0.47 _____ Acres	x 100 = 47 _____ Points

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2		
Bicycle Rack (4+ bikes)	2		
Trees (5) (A majority must be shade trees)	2	14	4
Shade Structure	4		
Drinking Fountain	5		
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6		
Parking* (5 stalls)	6		
Swings (4+ swings)	7		
Concrete Basketball Court (1/2)	20		
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4		
Playground Equipment* per \$1,000	2	\$75k	150
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100		
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other:	Varies		
Other:	Varies		
TOTAL			154

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

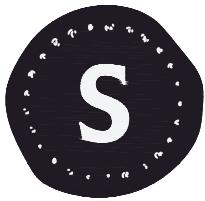


IMPROVED OPEN SPACE SUMMARY

HOA Pocket Parks (4 varying between 2 ac. & 1/4 ac.)
 Neighborhood Park (3.6 ac.)
 HOA Clubhouse + Pool + Park (1)
 Trails (~4.0 miles + 3/4 mile city natural trail)
 Native Open Space (26 acres)
 Possible Community Linear Park (9.9 ac.)

DETAILED QUALIFYING OPEN SPACE QUANTITIES

Power Corridor (North) - 0.40 ac
 Power Corridor (South) - 0.44 ac
 Future Pocket Park (East) - 1.25 ac
 Clubhouse & Park - 2.10 ac
 Pocket Park (Phase 19 & 20) - 1.83 ac
 Future Pocket Park (Phase 21) - 2.07 ac
 Future Pocket Park (West) - 0.47 ac
 Future Neighborhood Park - 3.65 ac
 Total Qualifying Improved Open Space - 12.2 ac



SILVERLAKE
 A MASTER PLANNED COMMUNITY IN EAGLE MOUNTAIN
 south area preliminary plat





*This exhibit illustrates additional open space that doesn't qualify as improved open space, as well as the possible developable area in the native area behind phases 16, 17, and 30.



SILVERLAKE

A MASTER PLANNED COMMUNITY IN EAGLE MOUNTAIN
south area preliminary plat



**AMENDED & RESTATED
EAGLE MOUNTAIN CITY
MASTER DEVELOPMENT AGREEMENT
FOR SILVER LAKE**

This AMENDED & RESTATED EAGLE MOUNTAIN CITY MASTER DEVELOPMENT AGREEMENT FOR SILVER LAKE (the “Agreement”) is entered into this 16th day of January, 2013 by and between Eagle Mountain City (the “City”) and Silver Lake Land LLC, a Utah limited liability company (“SLL” or “Developer”). This Agreement includes an Exhibit File which is incorporated by reference in this Agreement. All references to “Exhibits” in this Agreement are either referring to documents, attached here to or to the documents contained in the Exhibit File.

RECITALS

This Agreement is made with reference to the following facts.

On June 18, 2002, the City, on the one hand, and the “Evans Ranch Development Group,” on the other hand (consisting of Evans Ranch, L.C., Mortgage Investment Trust, Development Associates, and John D. Jacob Company), entered into that certain Eagle Mountain City Master Development Agreement and Annexation Agreement for the Evans Ranch Annexation and Carson Parcel Development (the “Original Annexation Agreement”).

The Original Annexation Agreement related to the annexation and development of certain property referred to therein as “Evans Ranch”, which property is more particularly described therein as Exhibit 1. Pursuant to and in connection with the Original Annexation Agreement, the City enacted an Annexation Ordinance (Ordinance No. O 22-2002 annexing the “Evans Ranch” property into the City).

The Original Annexation Agreement was subsequently amended pursuant to that certain (a) First Amendment to Eagle Mountain City Master Development Agreement and Annexation Agreement dated May 6, 2003 between the City and S.L.6 LLC, (“SL6”), as successor in interest to the Evans Ranch Development Group (the “First Amendment”), and (b) Second Amendment to the Eagle Mountain City Master Development Agreement with SL6, LLC dated March 22, 2006, between the City and SL6 (the “Second Amendment”). The Original Annexation Agreement, the First Amendment and the Second Amendment are collectively referred to herein as the “Original Master Development Agreement”.

Among other things, the First Amendment acknowledged that SL6 acquired all of the interests of the Evans Ranch Development Group in the Evans Ranch property, and further,

changed the name by which the land subject to the Original Annexation Agreement would be known from “Evans Ranch” to the “Silver Lake Development.”

In exchange for a loan from Zions Bank, SL6 pledged various collateral to Zions Bank, including two Trust Deeds on the Silver Lake project, Entry No. 56342: 2004, recorded May 17, 2004, and Entry No. 13642:2005 recorded Jan. 31, 2005, and an assignment of various banked water entitlements, which collateral Zions Bank later assigned and transferred, and Silver Lake Land, LLC as successor to Zions Bank later foreclosed and took title to the Silver Lake project, as reflected by Trustee’s Deeds Entry Nos. 50920:2012 and 50921:2012, and Silver Lake Land, LLC continues to hold the assignment of the banked water entitlements as collateral for the SL6 loan. A legal description of the property owned by SLL is attached hereto as Exhibit G.

The Original Master Development Agreement defines the rights and responsibilities of the parties with respect to the development of the land and funding for public improvements in the “Silver Lake Master Development Planned Area” (sometimes referred to herein as the “Master Planned Area” or the “Master Development Area”).

Larry S. Carson is the property owner of the “Carson” parcel, which is property that is described in Exhibit 2 to the Original Annexation Agreement. The Carson parcel was annexed pursuant to the Original Annexation Agreement and the Carson parcel is not included in the Master Planned Area. Larry Carson was not affiliated with SL6, and this Agreement shall not modify or have any effect whatsoever on prior approvals and entitlements received with respect to the Carson parcel, and/or obligations of Carson which remain unsatisfied as of the date hereof, if any, as set forth in the Original Annexation Agreement.

The City has requested that the Original Annexation Agreement, the First Amendment and the Second Amendment be consolidated into a single amended and restated agreement, and to this end, this Agreement amends and restates in its entirety the Original Master Development Agreement (exclusive of the terms relating to the Carson parcel).

In addition, this Agreement amends various terms of the Original Master Development Agreement, including but not limited to the Amended Master Development Plan Map and Land Use Element for the land. All required notices, public hearings, and other matters preliminary to the adoption of this Agreement have been completed and conducted according to law as of the date of the City’s execution of this Agreement and in full force and effect.

In addition to amending the Amended Master Development Plan Map and Land Use Element of the Master Development Area, the parties desire to make certain additional changes to the Original Master Development Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1. Master Development Plan Map. The Amended Master Development Plan Map and Land Use Element dated January, 2013, is attached to this Agreement as Exhibit A1, and is hereby substituted for the Master Development Plan Map(s) and Land Use Element(s) attached to the Original Master Development Agreement. The Developer shall have the vested right to the specific land uses and development density and the obligation to develop the property, dedicate open space to the City and meet the development requirements as described in this Agreement and as represented on Exhibit A1. As established on Exhibit A1, the Developer is entitled to a maximum of 1,800 residential units ("Development Density"). The following table depicts the approved development areas ("Development Area(s)"), uses, and densities.

<u>Development Area</u>	<u>Area Size</u>	<u>Land Uses</u>	<u>Max # of Dwelling Units</u>	<u>Gross Density</u>
Area 'A'	34.6 Acres	Single Family	200	5.78 du/ac
Area 'B'	46.6 Acres	Mixed	400	8.58 du/ac
Area 'C'	28.4 Acres	Mixed	200	7.04 du/ac
Area 'D'	83.0 Acres	Mixed	600	7.23 du/ac
Area 'E'	78.6 Acres	Single Family	400	5.08 du/ac
Total	271.2 Acres		1800	6.64 du/ac

2. The Property is divided into five (5) Development Areas that permit a maximum number of units per acre within each Development Area. The location of each of the Development Areas is depicted on Exhibit A1. The development of each Development Area must contain improvements to meet the City's current Tier II, Tier III or Tier IV requirements concurrent with the density for that particular Development Area, or such other requirements as adopted by the City in the future. The City shall not issue any final subdivision plat until Developer has demonstrated how it will meet the City's Tier II, Tier III, or Tier IV requirements for that particular Development Area.

3. Single-Family Residential Development. In addition to the requirements set forth in paragraph 2, the Developer agrees to comply with the following development standards and conditions and provide the following additional improvements and amenities in connection with its development of single family residential ("SFR") lots in areas A through E:

a. Maintain a lot width of not less than fifty five (55) feet at the front yard building setback line on all SFR lots.

b. Provide a variety of lot sizes in each neighborhood. These SFR lot developments will be required to meet open space requirements as defined in Exhibit B.

c. Construct and provide an upgraded entryway into each subdivision within the Silver Lake Development, consisting of a landscaped entryway with a permanent monument sign approved by the City that bears the name of the subdivision; the City shall not unreasonably deny approval of subdivision entryway monuments. Entryway monument sign locations for the overall Silver Lake development are designated on Exhibit A2.

d. Provide fencing of all open space along major roads located in the development, constructed of materials such as cedar or other durable or treated wood, masonry, or composite fencing. This fencing is required along with the timing of open space improvement. Also provide six-foot high privacy fencing along the rear lot lines of all lots with a rear lot line abutting an arterial or collector road. These fences shall be installed with the subdivision infrastructure, prior to the first building permit being issued in that phase of development.

e. Provide upgraded approved street signs, not plain metal posts.

f. Pay a fee of \$475 per lot to the City upon issuance of a building permit to pay for the purchase and planting of trees in park strips along road rights of way.

g. The exteriors of each of the new SFR dwellings constructed in any new phase on or after the date of this Agreement shall contain masonry materials, including stone, brick, and fiber cement siding such as hardy board, or similar product, as fundamentally depicted on the renderings in Exhibit C-1. Stucco may also be used as an exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be “wrapped” onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new single family residential dwelling. Notwithstanding the foregoing, this subsection (i) shall apply only to new development phases of the Master Development Area which have not commenced as of the date of this Agreement, and shall not apply to any existing subdivision or phase within the Master Development Area.

4. Patio/Garden Court/Cluster Home Development. In addition to the requirements set forth in paragraph 2, the Developer shall have the option to develop and construct patio/garden court/cluster (“PGC”) homes within the Silver Lake Development in locations identified on Exhibit A1 and fundamentally consistent with the renderings in Exhibit C-1. These homes are generally located on a small lot or clustered near other detached homes, and generally include a park, courtyard, or additional improved open space within the immediate neighborhood. These are not just small single-family lots; they are to be designed with parks, courtyards, or open space as an integral part of the neighborhood. The Developer agrees to comply with the following development standards and conditions and provide the following

additional improvements and amenities in connection with its development and construction of the PGC residential dwellings within the Silver Lake Development:

- a. PGC homes must be distributed in areas identified on the master plan map, Exhibit A1. PGC (lots under 5,500 square feet or with a lot frontage of less than 55 feet) shall not be clustered together in groups of more than 65 lots.
- b. All PGC homes shall be within 1,250 feet of a neighborhood, community park, or pocket park. PGC Improved Open space requirements are defined in section 5 and Exhibit B.
- c. Provide fencing of all open space along major roads located in the development, constructed of materials such as cedar or other durable or treated wood, approved durable vinyl or masonry. This fencing is required along with the timing of open space improvement. Also provide six-foot high privacy fencing along the rear lot lines of all lots with a rear lot line abutting an arterial or collector road. These fences shall be installed with the subdivision infrastructure, prior to the first building permit being issued in that phase of development.
- d. Provide upgraded approved street signs, not plain metal posts.
- e. Pay a fee of \$300 to the City upon issuance of a building permit to pay for the purchase and planting of trees in park strips along road rights of way.
- f. The exteriors of each of the new PGC homes shall contain masonry materials, including stone, brick, fiber cement siding such as hardy board or similar product, fundamentally consistent to the renderings in Exhibit C-1. Stucco may also be used as a primary exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be “wrapped” onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new PGC residential dwelling. PGC dwellings are expected to be built similar to and substantially compliant with the design and materials as represented and depicted in the renderings included as Exhibit C-1.
- g. The minimum setbacks for the PGC home units shall be consistent with the Setback Exhibit attached to this Agreement as Exhibit D. Other PGC home designs will be considered and proposed in the future.

5. Multi-Family Development. In addition to the requirements set forth in paragraph 2, the Developer shall have the option to develop and construct multi-family residential “MFR” dwellings within the Silver Lake Development in a manner consistent with Exhibit A1 and

fundamentally consistent with the renderings in Exhibit C-2. The Developer shall be permitted to construct up to 20% of the Development Density, or 360 total units, as MFR. The Developer agrees to comply with the following development standards and conditions and provide the following additional improvements and amenities in connection with its development and construction of the multi-family residential dwellings within the Silver Lake Development:

- a. No stacked flat apartments or stacked condos will be allowed.
- b. MFR homes must be distributed within the area identified on Exhibit A1, and shall not be clustered together in groups of more than 65 lots.
- c. All MFR homes shall be within 1,250 feet of a neighborhood, community park, or pocket park. MFR Improved Open space requirements are defined in section 5 and Exhibit B.
- d. Provide fencing of all open space along major roads located in the development, constructed of materials such as cedar or other durable or treated wood, approved durable vinyl or masonry. This fencing is required along with the timing of open space improvement. Also provide six-foot high privacy fencing along the rear lot lines of all lots with a rear lot line abutting an arterial or collector road. These fences shall be installed with the subdivision infrastructure, prior to the first building permit being issued in that phase of development.
- e. Provide upgraded approved street signs, not plain metal posts.
- f. Pay a fee of \$300 to the City upon issuance of a building permit to pay for the purchase and planting of trees in park strips along road rights of way.
- g. The exteriors of each of the new MFR dwellings shall contain masonry materials, including stone, brick, and fiber cement siding, hardy board or similar product as fundamentally depicted on the renderings in Exhibit C-2. Stucco may also be used as a primary exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be “wrapped” onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new MFR dwelling. MFR dwellings are expected to be built substantially compliant with the design and materials as represented/depicted on the renderings included as Exhibit C-2.
- h. The minimum setbacks for the MFR units shall be consistent with the Setback Exhibit attached to this Agreement as Exhibit D. This provides only an example of the type of MFR development that may be built. Other MFR designs may be considered and proposed in the future.

6. Improved Open Space. All open space requirements for previous development phases within the SilverLake Development will be deemed as fulfilled. The open space requirements in this agreement will apply to the current undeveloped land in areas A through E held by SLL within the Silver Lake Development. Based upon the requirements in the Parks and Open Space Master Plan, shown in Exhibit E, the following open space will be improved and/or deeded to the City with this development:

- a. Amphitheater Addition. An area consisting of 6.42 acres, as depicted in Exhibit A2, shall be preserved adjacent to the existing amphitheater for plaza and park space, and also to provide some permanent and temporary parking for events. This area shall be deeded to the City along with the recordation of the first subdivision plat in Area A, and shall be free and clear of all encumbrances and upon a form of deed acceptable to the City and will count towards the Community Park space requirements. This area shall be improved by the City in the timing determined by the City in a manner similar to the Silver Lake Amphitheater Preferred Concept. Developer agrees to excavate the excess material from the Amphitheater Community Park property being conveyed to the City so that the entire property, other than the sloped retention areas around the perimeter of the property, will be usable for parking and will not exceed a 6% slope. A play area shall be included as well.
- b. Neighborhood and Pocket Parks. 14.541 acres of neighborhood parks (generally 3-5 acres in size) or pocket parks (greater than 0.5 acres in size) are required to be improved based on the requirements defined on Exhibit B. The general locations of these parks are shown on the Open Space Map, Exhibit A2. These parks shall be designated with each subdivision plat and improved along with each subdivision, including the features and amenities required by the City Code Chapter 16.35. The required park space for each phase of development must be fully improved, or Developer shall place into escrow with the City sufficient funds to improve the park space prior to the issuance of 40% of the building permits within any phase of development. These parks shall be included in the bond to be posted along with the other subdivision improvements. These parks shall be maintained by the governing Home Owner's Association. Each park shall have access along a dedicated roadway.
- c. Community Parks. 17.7705 acres of community parks are required to be deeded to the City. The 6.42 acre amphitheater expansion open space adjacent to the Amphitheater and the 11.35 acre open space area both are considered community parks. The amphitheater expansion park must be deeded to the City according to 5(a), and the 11.35 acre park must be deeded to the City prior to the recordation of the last subdivision plat in Area B. These parcels shall be deeded to the City free and clear of all encumbrances and upon a form of deed acceptable to the City, and shall be improved by the City in the timing determined by the City. Each park shall have access along a dedicated roadway.

d. Improved Trail Corridor. An improved trail system (“Improved Trail”) will be constructed by Developer in the general locations depicted on Exhibit A2. The Improved Trail shall be constructed of a solid asphalt surface or other surface acceptable to the City. Each section of the Improved Trail shall be improved along with the infrastructure for any adjoining subdivision plats, or Developer shall place into escrow with the City sufficient funds to improve that section of trails prior to the issuance of 40% of the building permits within the phase of development. The Improved Trail will be considered public improvements, and must be bonded for completion along with the infrastructure bond.

e. Natural Trails. A natural trail system (“Natural Trail”) will be constructed by City in the general location depicted on Exhibit A2 in the timing determined by the City. It is anticipated that the Natural Trail shall be constructed of compacted road base and native material.

f. Utility Corridors/Easements. The power line corridor situated along the collector road shall be improved by the Developer along with each adjacent development phase. Such improved areas may be counted towards the neighborhood and pocket park requirements set forth in subsection (d) above, if improved as useable park space.

g. Natural Open Space. 18.69 acres of additional unimproved open space shall be deeded to the City. This includes areas such as Tickville Wash and Evans Wash. It is anticipated that the Developer will work with the City to approve plans for modifications to the natural washes, in order to increase buildable acreage and improve the functionality of the washes for stormwater conveyance and for recreational purposes, such as natural bike trails.

h. Churches and Schools. Developer is encouraged to locate parks adjacent to churches and/or schools, wherever possible.

7. Vesting of Improved Open Space, Parks and Trails. In accordance with Chapter 17.30 of the City Code, bonus density entitlements, or increases in the number of residential units a developer is entitled to build on an acre (above the 0.8 residential dwelling units per acre base density of the residential zone), are permitted when a project provides additional improvements and amenities as outlined in Chapter 17.30 of the City Code. These additional improvements and amenities include Improved Open Space, Parks and Trails. The City agrees that the proposed Improved Open Space, Parks, and Trails, as set forth in paragraph 4 of this Agreement, satisfy the Improved Open Space, Parks and Trails requirement for the Maximum Density, and the City shall not require the Developer to build or develop additional Open Space, Parks or Trails in order to develop up to the Maximum Density.

8. Churches and Schools. The areas designated as school and church sites in Exhibit A1 contain underlying residential zoning and are entitled to build up to the approved density if the church or school is located elsewhere. If a church or school is built in the master development, however, the total number of units for that area will be reduced by the approved area density. Furthermore, the Developer and the City hereby agree that the Developer shall not be required to convey to the City that certain twelve (12) acres of property referred to in the Original Master Development Agreement as the "School Site" which, pursuant to the Original Master Development Agreement, was to be conveyed to the City.

9. CWP Water. As an alternative to dedicating water rights to the City for each subdivision, the City will offer to contract with the Developer or successors in interest, to acquire the required water supply for each subdivision, if available, under contracts in place between the City and the Central Utah Water Conservancy District ("the District") ("CWP Water") on a first come, first served basis with other interested parties intending to contract with the City for delivery of CWP Water.

10. Water Shares. SLL relinquishes all rights and interests in the 45.91 acre feet deducted from the banked water entitlement (Water Right #54-1044 (Original Acre Feet 101.44)) which has been deducted from the total banked water entitlements to fulfill obligations of prior development phases.

11. Park Fees in Lieu. At the time of City approval and development of prior phases under the Original Master Development Agreements, the developer failed to pay fees for park improvements ("Park Fees"). In consideration for the densities granted herein, and in order to benefit the remaining property in the Silver Lake Subdivision, SLL agrees to pay the amount of \$380,000 to the City to cover the Park Fees based on SLL annually paying the greater of the following: (1) \$249.95 per recorded lot; or (2) Yearly Schedule (Years 1-2 = \$0.00, Years 3-10 = \$47,500.00).

12. Roads / Street Improvements. The street layout, design, and right-of-way dedication of each phase of development must be designed to integrate with the City's Future Land Use and Transportation Corridors Map as depicted in Exhibit F, including a minor collector road continuing Brookwood Drive to the eastern boundary of the project, a minor collector road running north-south through the project, and a minor arterial road running east-west along the southern property line. A traffic signal on Pony Express Parkway shall be required when warranted by any traffic study completed for a subdivision phase within the City. This signal shall be paid for by impact fees, with Developer paying their prorated share by the payment of the city impact fee with each development phase. Development shall proceed in appropriate phasing which provides for the connection of the new major north/south road (Woodhaven Road) with Pony Express Parkway and SilverLake Parkway. Developer shall improve SilverLake Parkway from Pony Express Parkway to Tickville Wash in conjunction with the first phase of the Development and prior to platting the second phase of the Development. Developer

shall improve Woodhaven Boulevard to at least half-width plus ten (10) feet for all sections that do not have recorded subdivisions on both sides of the road, and full width for all sections with recorded subdivision on both sides of the road. All development phases shall contain at least two points of access. The Developer agrees to work together with all interested parties to plan appropriately for regional transportation needs, and modify plans to meet those needs, if applicable.

13. Off-Site Infrastructure. The parties acknowledge that off-site infrastructure improvements may be necessary in order to supply proper utility or transportation capacity for portions of this project. The City makes no guarantee of utility capacity for this project.

14. Governing Standards. The development of the Silver Lake Master Development Area shall be governed by the terms of this Agreement, which reflect the procedures, standards and requirements of the Development Code of the City, which are qualified by this Agreement. The Exhibit File consists of the Master Development Plan Map, Exhibit A1, approved by this Agreement, the Open Space Map, Exhibit A2, the general location and alignment of roads to be dedicated to the City, the areas approved for public uses such as parks, utilities and schools, open space improvement requirements, renderings of the homes, and setback exhibits.

15. Dedication of Facilities. The Developer agrees to dedicate and donate free and clear of all encumbrances to the City all required spaces for the location of City owned utilities, streets, utility facilities and improvements for the construction and use of utilities, parks, roads, and other public ways such as trails depicted on the Exhibit A1. A reimbursement agreement may be entered between the City and the Developer to require reimbursement from the City to the Developer as other developers pay impact fees to use facilities which are donated to the City by Developer. All of the facilities dedicated to the City under the terms of this Agreement shall be constructed to the City's standard specifications and shall be subject to City inspections and approval before acceptance by the City. The design for each public improvement shall be reviewed and must be approved by the City Engineer prior to construction.

16. Initial Development Cost Escrow Acknowledgment. The Developer and the City acknowledge that Developer shall not be responsible for the "Initial Improvements" described in Exhibit 4 of the Original Annexation Agreement (as replaced by this Agreement)..

17. Withholding Approval Upon Default. The parties agree that the City shall not approve or record any subdivision in the Master Development Area if the Developer is in default on any obligation to the City which requires the construction of roads and completion of public improvements or other utility infrastructure to serve the development project. In addition, the City may withhold approval of building permits to construct any building or structure within the Master Development area if the Developer is not current with all obligations to the City at the time of application for the development approval and/or has not completed all required improvements within the time to complete required improvements approved by the City Council.

18. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Development Code to amend and enact standards for development and construction generally applicable throughout the City. It is the intent of the parties to vest the Developer with the specific land uses and Development Density, as stated herein, and defined specifically on Exhibit A1, but to require compliance by the Developer with all other generally applicable standards, conditions and requirements enacted by the City to protect the safety, health and welfare of the current and future inhabitants of the City.

19. Impact Fees. The Developer agrees to pay all impact fees when due at subdivision approval, subdivision recordation or upon application for building permits from the City as set forth more specifically in the City Impact Fee Ordinance as it may be amended from time to time. The parties may enter into a separate Reimbursement Agreement upon the enactment of impact fee requirements and which shall provide for reimbursement to the Developer for capacity in improvements in excess of the capacity required for development of the property for improvements that are dedicated or transferred to the City.

20. Annual Review of Compliance. The parties agree that the City may conduct an annual review of compliance by the Developer within the terms of this Agreement, City Development Standards and Schedules in the Master Development Plan approved by this Agreement. It shall be an event of default if the Developer has failed to fund roads, parks or other utility infrastructure facilities required by this Agreement or by the City Development Standards, or if work remains incomplete on public infrastructure facilities without having received an adequate extension of time for the completion of such facilities from the City. It shall be an event of default if the Developer fails to deposit adequate collateral for the improvements required by this Agreement or fails to cure any defect discovered by the City upon inspection of any infrastructure utility facilities.

21. Default Notice and Remedy for Default. Upon the occurrence of an event of default, the City shall provide not less than fifteen (15) days notice to the Developer of a meeting of the City Council where the Developer's default shall be heard and reviewed by the City Council. The Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that the Developer is in default, the City Council may order that work in the Master Development Area be terminated until the default is cured or may issue such further directions to City staff and to the Developer as deemed appropriate under the circumstances.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

23. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding

between the parties relating to the subject matter hereof; provided however, that the Development Code of the City shall govern the procedures and standards for approval of each subdivision and public improvement.

24. Not Severable. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

25. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

26. No Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

27. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

28. Agreement to Run With the Land. This Agreement or a notice of this Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Developer and all successors and assigns of any of the foregoing.

29. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, whether or not legal action is instituted.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first written above.

CITY:

EAGLE MOUNTAIN CITY

ATTEST:

By: Jeffrey K. Kipp
Eagle Mountain City Recorder



By: Leah Jacobs
Its: _____

SLL:

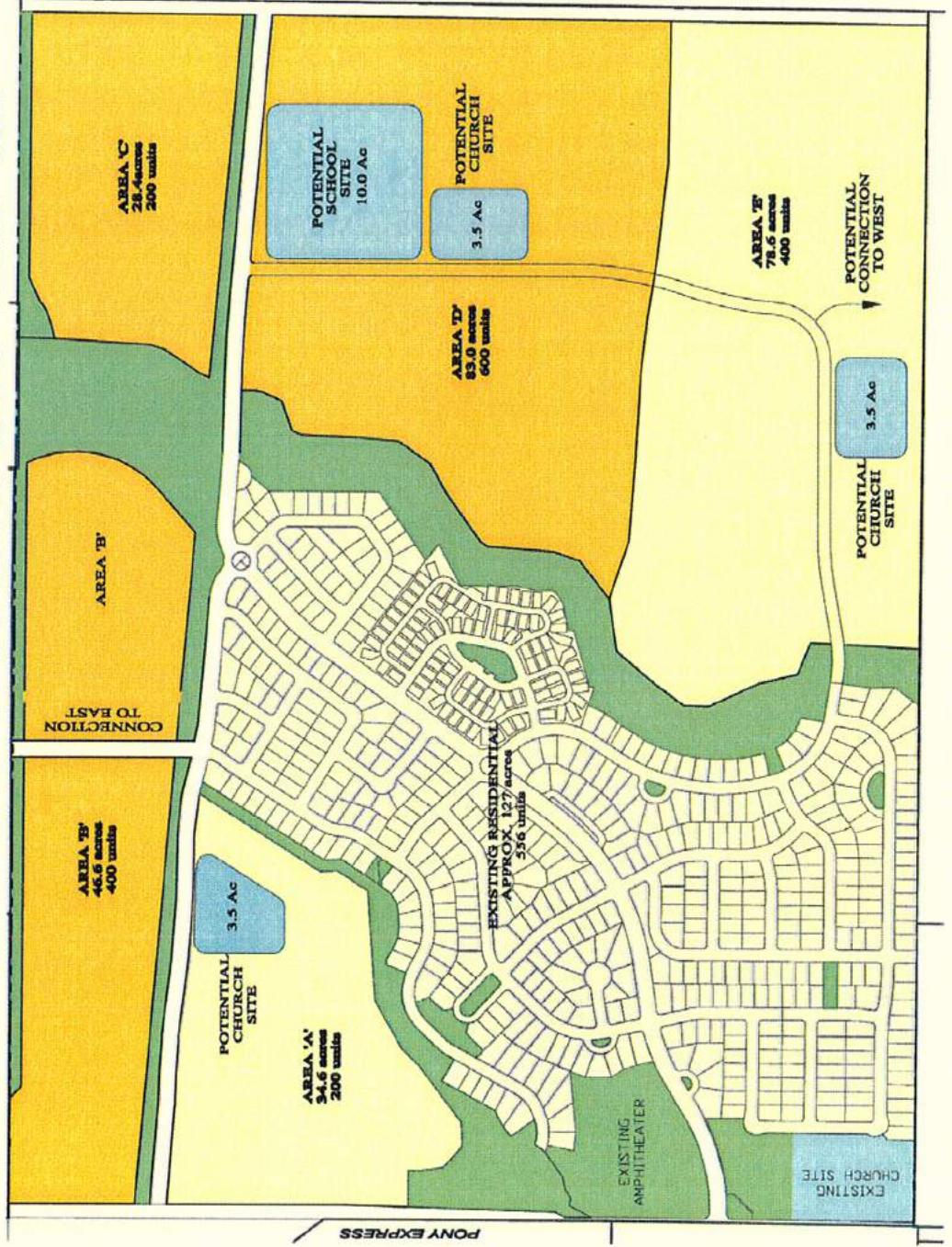
Silver Lake Land LLC, a Utah limited liability company

By: Travis R. Bifford
Its: Manager

Exhibit A1

[Amended Silver Lake Master Development Plan Map]

EXHIBIT 'A1' MASTER DEVELOPMENT PLAN MAP



SILVERLAKE DEVELOPMENT

JANUARY 2013

SCALE: 1" = 600'

Exhibit A2

[Open Space Map]

EXHIBIT 'A2' OPEN SPACE MAP



SILVERLAKE DEVELOPMENT

JANUARY 2013

SCALE: 1" = 600'

Exhibit B

[Pocket and Neighborhood Park Requirements]

16.35.105. Pocket park requirements.

Pocket parks shall be a required improvement for subdivisions that have an average lot size less than one-half acre. The amount of land required for pocket parks shall be calculated during the master development plan, preliminary plat and/or site plan approval process, according to the requirements in Chapter [17.30](#) EMMC, Residential Zone Bonus Density Entitlements. The pocket park requirements are intended to be flexible in order to best provide relief, interest, and a gathering place for a neighborhood.

A. All pocket parks must meet the following requirements:

1. They are to be integrated into the design of the street and residential lot pattern.
2. Pocket parks will generally be at least one-half acre each; however, they can be any configuration that adds amenity and identity to the neighborhood.
3. Pocket parks should provide the greatest accessibility by pedestrians, and no unit/lot should be located more than one-quarter mile from a pocket park, if possible.
4. Each pocket park must have access along a roadway.
5. The community association or local homeowners' association will maintain the pocket parks.
6. Pocket parks shall be constructed according to a schedule set in the development agreement for the project, but shall be completed no later than after issuing 50 percent of the building permits in the development phase including the park, or 50 percent of the permits in the project, whichever comes first.
7. If the applicant elects to pay a fee in lieu of park construction, 50 percent of the fee is due with the recordation of the first plat, and the second 50 percent is due with the second plat. In the case of only one plat, 100 percent is due with the plat's recordation. The fee-in-lieu is calculated at \$5.75 per square foot of park space and shall be escrowed for the specific park. The required land shall either be dedicated to the city or a fee-in-lieu shall be provided for land purchase based on a third-party appraisal. If a fee-in-lieu is collected, the money shall be used to construct the park according to the timing in the development agreement.

B. The design of the pocket parks shall be largely at the discretion of the builder/developer. At least seven points per 0.1 acre or 70 points per acre are required in the design of a pocket park, according to Table 16.35.130(c), Pocket and Neighborhood Park Elements. The following minimum programming is required for each pocket park:

1. Grass area large enough for children's play.
2. Shady sealing area with benches or tables provided by a shade structure or grove of trees.
3. Parking on adjacent street.
4. Additional uses, such as tot lots or other play structures, depending on the needs of the surrounding neighborhood and proximity to other play structures.
5. Must be connected to the neighborhood by sidewalks or trails.
6. A variety of landscaping, including trees, shrubs, ornamental grasses, etc.
7. An appropriate number of garbage receptacles and barbeques with park elements, including pavilions, picnic tables, playground equipment, splash pad, benches, etc. [Ord. O-16-2011 § 2 (Exh. A)].

16.35.110 Neighborhood park requirements.

Neighborhood parks shall be a required improvement for subdivisions that have an average lot size less than one-half acre. The amount of land required for neighborhood parks shall be calculated during the master development plan, preliminary plat and/or site plan approval process, according to the requirements in Chapter [17.30](#) EMMC, Residential Zone Bonus Density Entitlements.

A. Neighborhood parks shall comply with the following standards:

1. Neighborhood parks shall ideally be between three and five acres in size.
2. No lot/unit should be more than one-half mile from a neighborhood park, if possible.
3. Each neighborhood park must have access along a public road.
4. Neighborhood parks shall be effectively integrated into residential developments and connected with homes, other neighborhood parks, and open space areas via sidewalks or trails.
5. Parks shall be designed with a mixture of enhanced native plantings, ornamental plantings, and grass areas. The landscape treatments shall be designed to enhance the sense of place while remaining water-wise.
6. Parks shall be located as close as possible to the recommended neighborhood park distribution location in the parks and open space master plan.
7. Developers are encouraged to, whenever possible, consolidate neighborhood parks into larger parks that may be used by more than one neighborhood. Collocation with schools or other institutions is also encouraged.
8. Parks shall be constructed according to a schedule set in the development agreement for the project, but shall be completed no later than after issuing 50 percent of the building permits in the development phase including the park, or 50 percent of the permits in the project, whichever comes first.
9. If the applicant elects to pay a fee in lieu of park construction, 50 percent of the fee is due with the recordation of the first plat, and the second 50 percent is due with the second plat. In the case of only one plat, 100 percent is due with the plat's recordation. The fee-in-lieu is calculated at \$5.75 per square foot of park space and shall be escrowed for the specific park. The required land shall either be dedicated to the city or a fee-in-lieu shall be provided for land purchase based on a third-party appraisal. If a fee-in-lieu is collected, the money shall be used to construct the park according to the timing in the development agreement.

B. The design of neighborhood parks is largely to be determined by the builder/developer and the city based on the needs of the neighborhood. At least seven points per 0.1 acre or 70 points per acre are required in the design of a neighborhood park, according to Table 16.35.130(c), Pocket and Neighborhood Park Elements. The following elements are generally included in a neighborhood park:

1. Play structures (creative play structures are recommended).
2. Multi-use play field.
3. Internal trails.
4. Picnic tables.
5. Seating areas (benches).
6. Basketball court.
7. Enhanced open space.
8. Off-street parking.
9. Shelters (pavilions, etc.).
10. An appropriate number of garbage receptacles and barbeques with park elements, including pavilions, picnic tables, playground equipment, splash pad, benches, etc. [Ord. O-16-2011 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.11); Ord. O-07-2006 § 2 (Exh. 1 § 7.11); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.11)].

Exhibit C-1

[Single Family and Patio /Garden Court/Cluster Home Renderings]



Cambridge Design



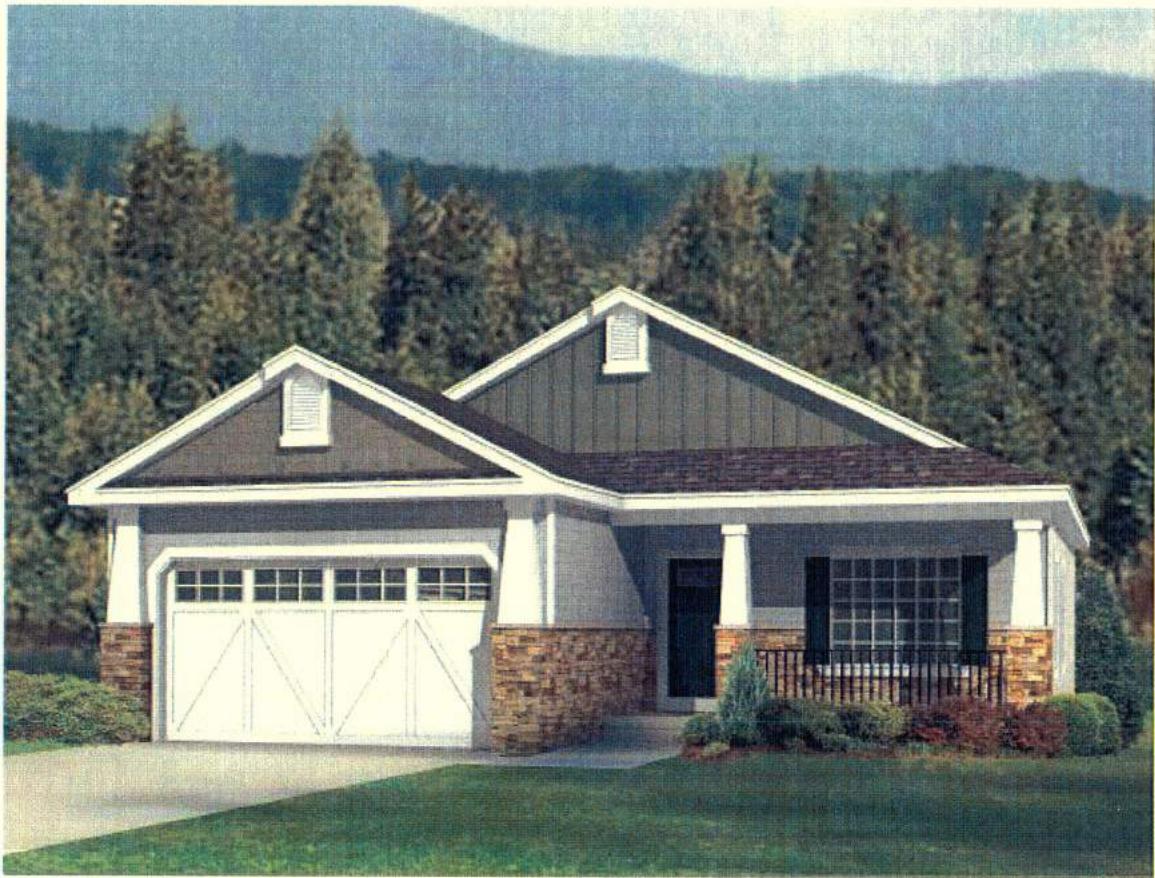
Cascade Design



Denali Design



Harvard Design



Heritage Design



Oxford Design



Regency Design



Yale Design











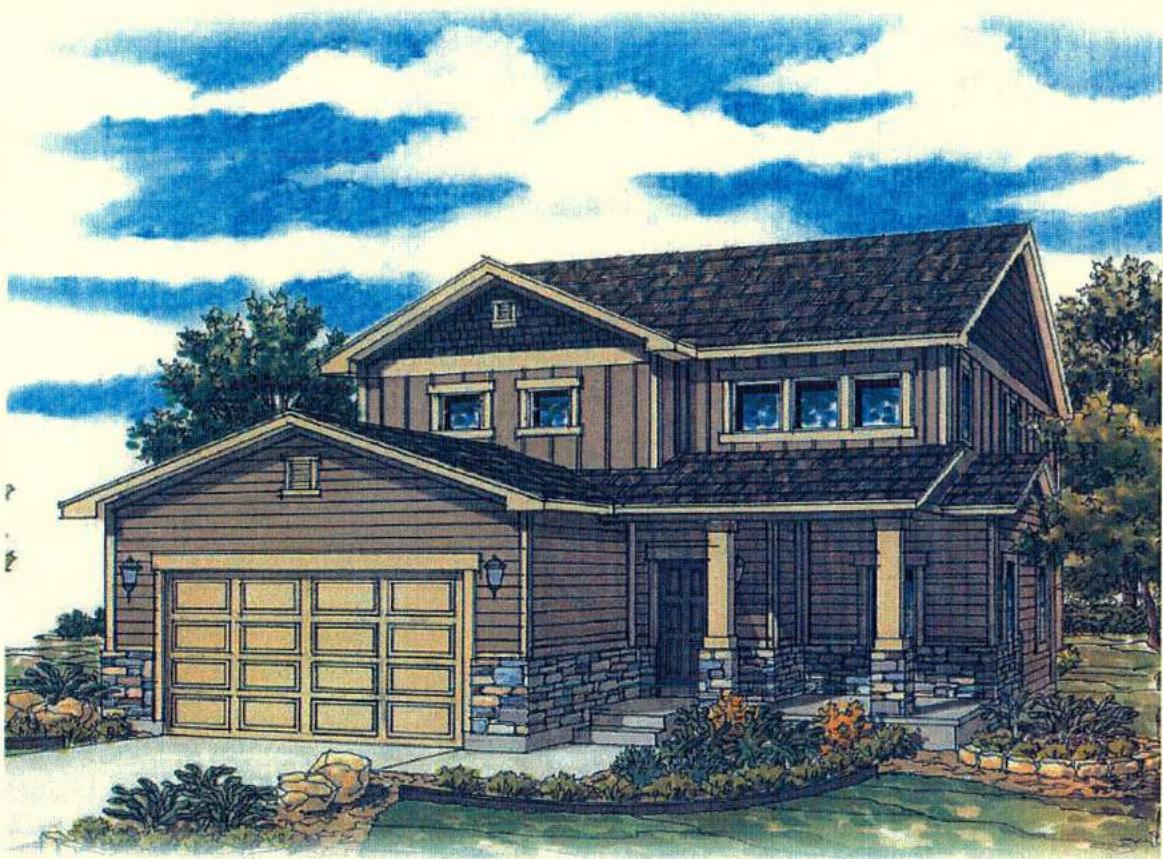
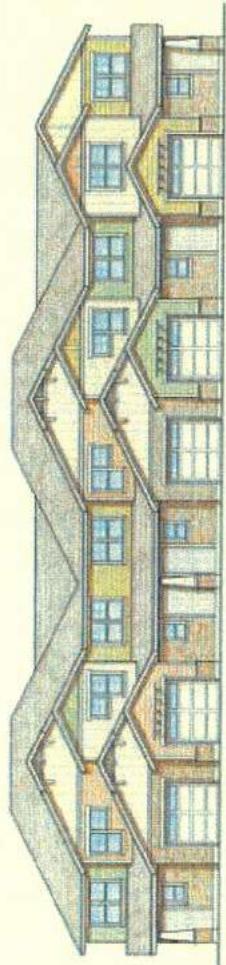
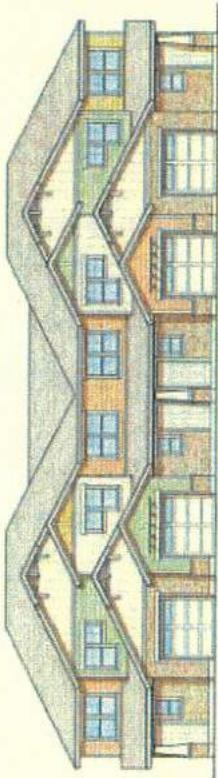


Exhibit C-2

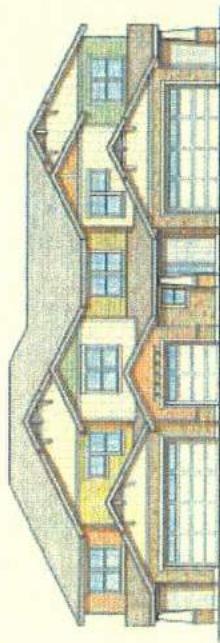
[Multi-Family Home Dwelling Renderings]



S-TRT-5



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CATHY HANFORDS
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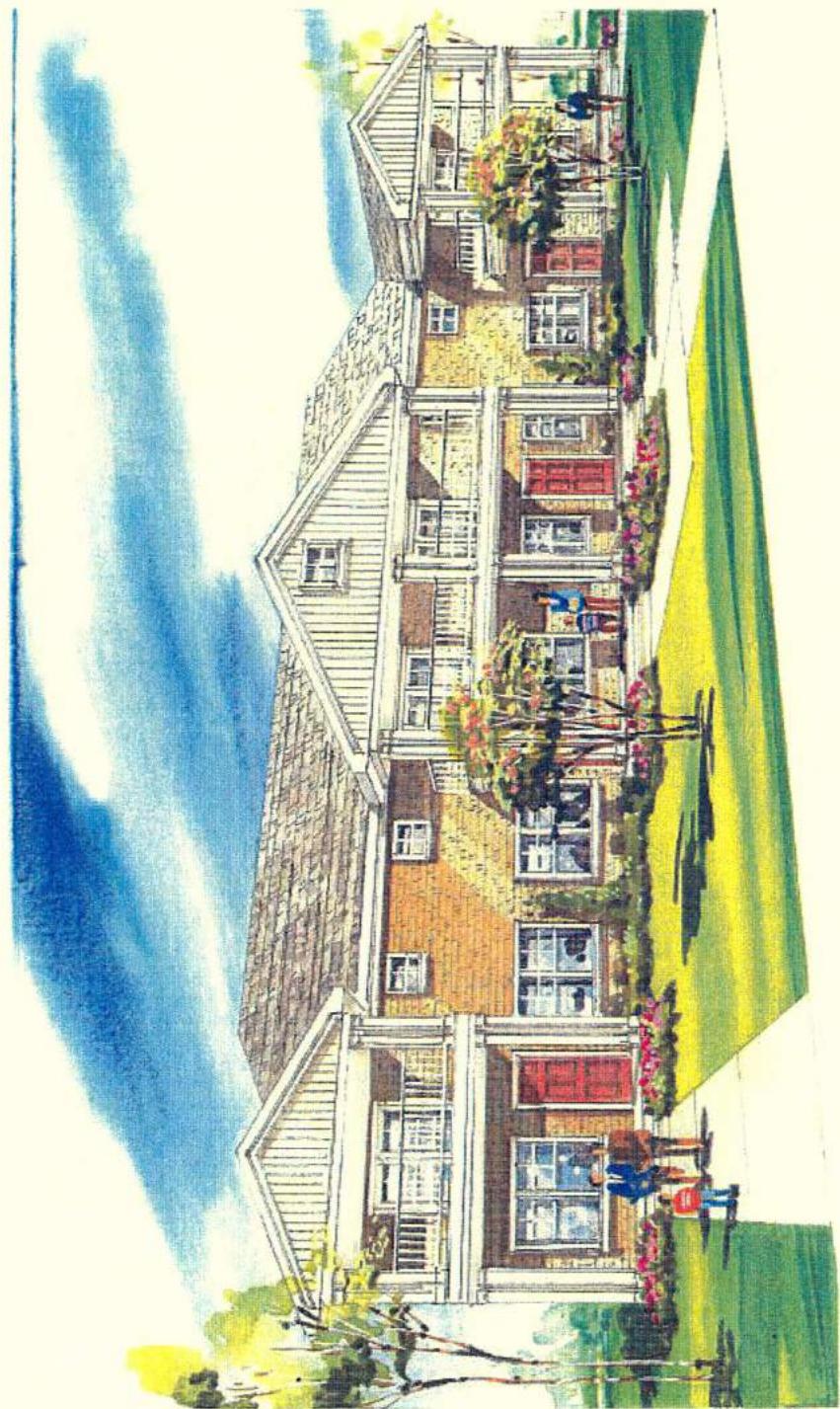


Exhibit D

**[Multi-Family & Patio/Garden Court/Cluster Home Development
Setback Exhibit]**

SILVERLAKE SETBACK EXHIBIT

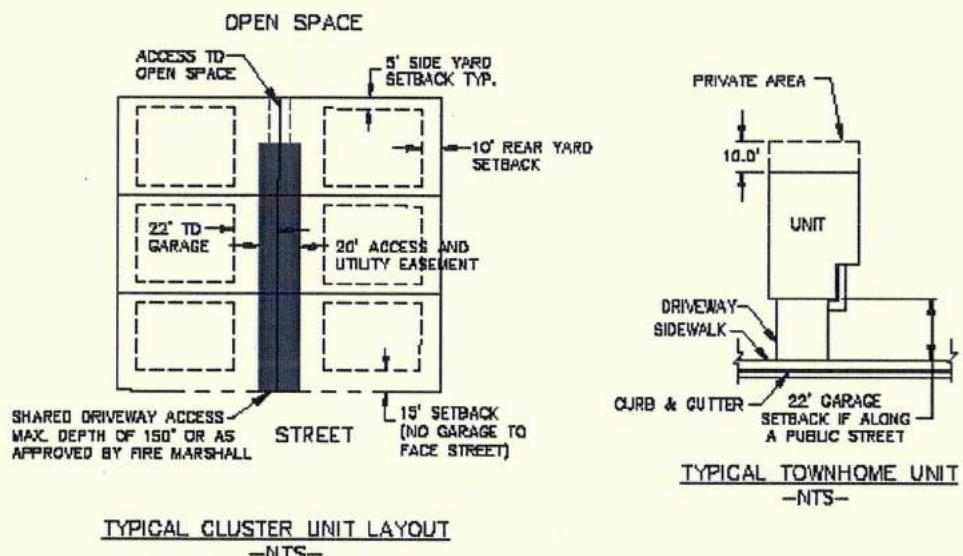
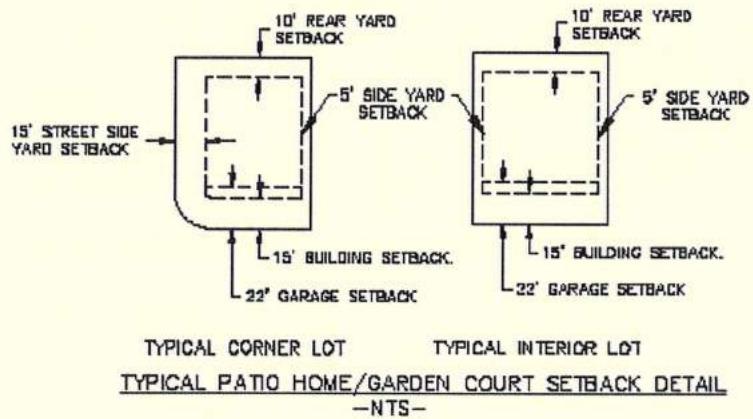


Exhibit E

[Parks and Open Space Master Plan Exhibit 11]

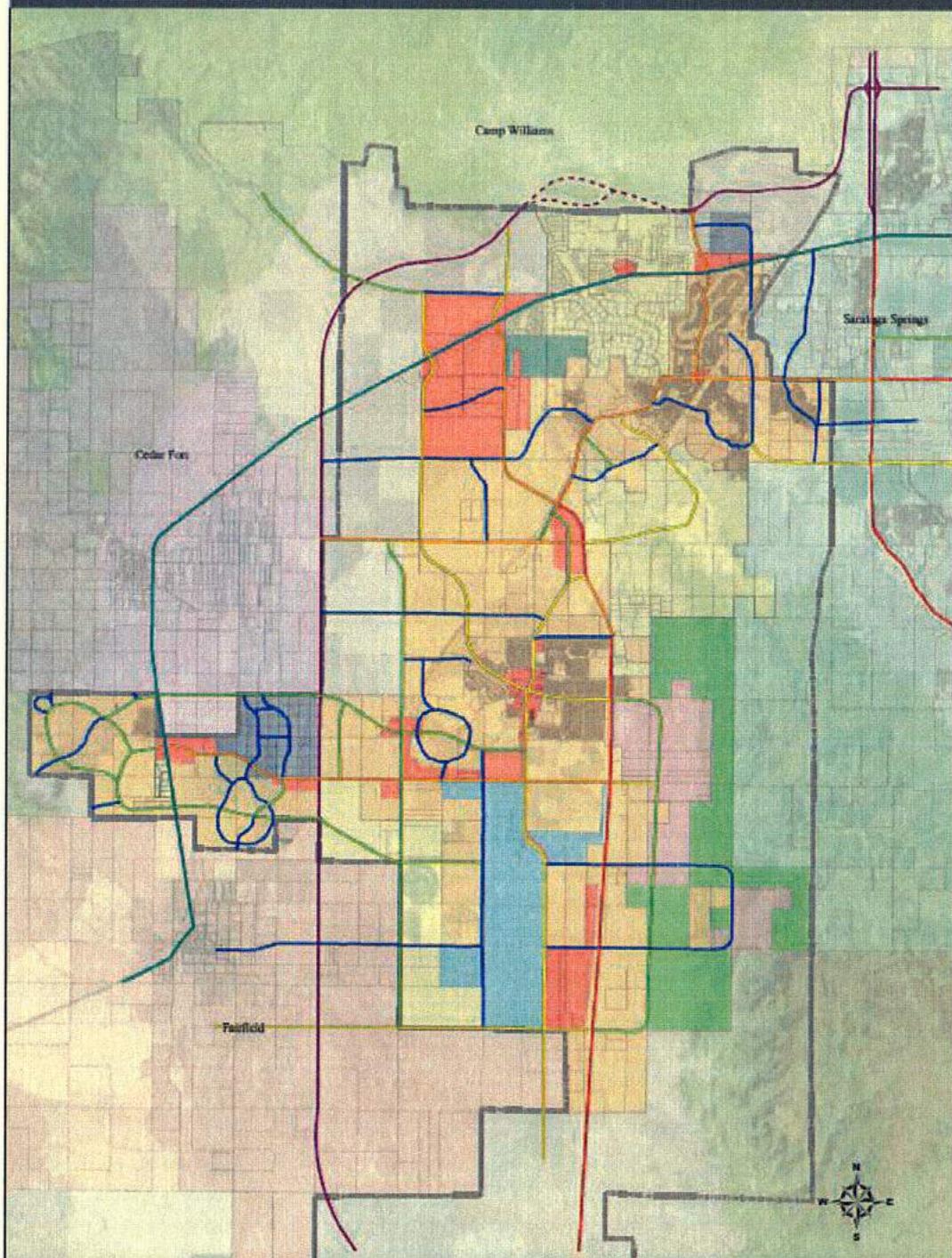
Exhibit F

[City's Future Land Use and Transportation Corridors Map]

Eagle Mountain City-Future Land Use and Transportation Corridors

General Plan Map 2

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Transportation Corridors

Legend for transportation facilities:

- Freeway
- Highway
- Major Arterial (7 lanes)
- Major Arterial (5 lanes)
- Minor Arterial (3 lanes)
- Minor Collector (2 lanes)
- All Proposed Freeway



Land Use

Legend:

- Agriculture/Protected
- Agriculture
- Arable
- Commercial Residential
- Industrial
- Mixed Use Commercial
- Mixed Use Residential
- Rural Residential

Winnipeg Free Press - April 15

www.Beaconsoft.com

Deutsche Presse-Agentur, Berlin, 1945, p. 10.

Exhibit G

[Legal Description of Property Owned by SLL]

Legal Descriptions

Tax I.D. No

58-040-0005 SE 1/4 OF SE 1/4 OF SEC. 28 T5S R1W SLB&M. ALSO DESCRIBED AS:; COM FR SE COR. OF SEC. 28 T5S R1W SLB&M.; N 0 DEG 36' 41" E 1329.64 FT; N 89 DEG 24' 8" W 1327.13 FT; S 0 DEG 33' 48" W 1328.24 FT; S 89 DEG 20' 31" E 1326.02 FT TO BEG. AREA 40.471 AC.

58-040-0006 SW 1/4 OF SE 1/4 OF SEC. 28 T5S R1W SLB&M. ALSO DESCRIBED AS:; COM N 15.23 FT & W 1325.93 FT FR SE COR. OF SEC. 28 T5S R1W SLB&M.; N 89 DEG 20' 31" W 1326.02 FT; N 0 DEG 30' 54" E 1326.85 FT; S 89 DEG 24' 8" E 1327.13 FT; S 0 DEG 33' 48" W 1328.24 FT TO BEG. AREA 40.429 AC.

58-040-0113 SE 1/4 OF SW 1/4 SEC. 28 T5S R1W SLB&M. DESCRIBED AS FOLLOWS:; COM FR S 1/4 COR. OF SAID SEC. 28; N 89 DEG 16' 10" W 1324.58 FT; N 0 DEG 33' 59" E 1324.62 FT; S 89 DEG 21' 57" E 1323.39 FT; S 0 DEG 30' 54" W 1326.85 FT TO BEG. AREA 40.295 AC.

58-040-0114 NE 1/4 OF SW 1/4 SEC. 28 T5S R1W SLB&M. DESCRIBED AS FOLLOWS:; COM N 1326.8 FT & E 11.92 FT FR S 1/4 COR..OF SAID SEC. 28; N 89 DEG 21' 57" W 1323.39 FT; N 0 DEG 33' 59" E 1324.62 FT; S 89 DEG 27' 44" E 1322.2 FT; S 0 DEG 30' 54" W 1326.85 FT TO BEG. AREA 40.259 AC.

58-040-0226 COM S 89 DEG 50' 21" E 110.7 FT FR N 1/4 COR. SEC. 28 T5S R1W SLB&M.; S 89 DEG 50' 21" E 2529.05 FT; S 0 DEG 8' 41" W 1273.19 FT; W 1602.55 FT; N 3 DEG 34' 35" W 315.42 FT; N 31 DEG 33' 13" W 174.49 FT; N 68 DEG 29' 0" W 31.49 FT; N 44 DEG 46' 44" W 153.43 FT; N 7 DEG 27' 1" W 109.84 FT; N 61 DEG 38' 15" W 262.77 FT; N 19 DEG 36' 20" W 59.94 FT; N 40 DEG 18' 5" W 86.78 FT; N 88 DEG 44' 27" W 76.26 FT; N 55 DEG 40' 11" W 83.19 FT; N 36 DEG 26' 40" W 135.39 FT; N 10 DEG 51' 23" W 62.27 FT; N 38 DEG 27' 13" W 36.37 FT; N 12 DEG 10' 17" E 43.71 FT; N 64 DEG 0' 56" W 114.27 FT TO BEG. AREA 57.071 AC.

58-040-0315 COM N 397.38 FT & W 2653.05 FT FR E 1/4 COR. SEC. 28, T5S, R1W, SLB&M.; S 57 DEG 40' 4" E 118.18 FT; N 39 DEG 37' 30" E .42 FT; S 18 DEG 54' 32" E 179.05 FT; S 23 DEG 2' 18" W 104.78 FT; S 26 DEG 14' 0" E 50.25 FT; N 89 DEG 27' 44" W 142.71 FT; N 0 DEG 30' 54" E 372.45 FT TO BEG. AREA 1.024 AC.

58-040-0316 COM S 2656.15 FT & E 1293.33 FT FR NW COR. SEC. 28, T5S, R1W, SLB&M.; N 0 DEG 34' 11" E 371.19 FT; S 54 DEG 5' 35" E 32.91 FT; S 54 DEG 5' 35" E 104.27 FT; N 88 DEG 6' 14" E 101.87 FT; S 81 DEG 57' 21" E 123.96 FT; S 81 DEG 57' 21" E 54.02 FT; N 9 DEG 26' 42" E 148.21 FT; ALONG A CURVE TO R (CHORD BEARS: N 11 DEG 50' 41" E 27.05 FT, RADIUS = 323 FT) ARC LENGTH = 27.06 FEET; S 80 DEG 33' 21" E 100.47 FT; S 80 DEG 33' 21" E 100.28 FT; N 6 DEG 34' 53" E 93.82 FT; N 69 DEG 56' 34" E 155.37 FT; S 82 DEG 59' 47" E 299.25 FT; S 57 DEG 40' 4" E 297.07 FT; S 0 DEG 30' 54" W 372.45 FT; N 89 DEG 27' 44" W 1322.2 FT TO BEG. AREA 13.116 AC.

58-040-0347 COM N 1374.66 FT & E 3.46 FT FR E 1/4 COR. SEC. 28, T5S, R1W, SLB&M.; S 0 DEG 8' 39" W 50.76 FT; N 89 DEG 38' 59" W 1323.98 FT; S 0 DEG 19' 44" W 275.2 FT; N 57 DEG 35' 5" W 53.93 FT; S 86 DEG 32' 35" W 75.33 FT; N 56 DEG 15' 26" W 61 FT; N 56 DEG 15' 26" W 64 FT; N 56 DEG 15' 26" W 79.07 FT; N 3 DEG 34' 38" W 488.11 FT; N 31 DEG 33' 15" W 159.91 FT; N 68 DEG 29' 0" W 28.39 FT; N 44 DEG 46' 45" W 167.12 FT; N 7 DEG 27' 4" W 105.5 FT; N 61 DEG 38' 15" W 259.58 FT; N 19 DEG 36' 22" W 64.98 FT; N 40 DEG 18' 6" W 70.97 FT; N 88 DEG 44' 25" W 72.44 FT; N 55 DEG 40' 11" W 94.76 FT; N 36 DEG 33' 54" W 13.94 FT; N 36 DEG 26' 40" W 131.44 FT; N 10 DEG 51' 23" W 61.81 FT; N 38 DEG 27' 13" W 42.05 FT; N 12 DEG 10' 17" E 35.94 FT; N 63 DEG 52' 20" W 145.59 FT; S 89 DEG 50' 14" E 56.62 FT; S 64 DEG 0' 56" E 114.27 FT; S 12 DEG 10' 17" W 43.71 FT; S 38 DEG 27' 13" E 36.37 FT; S 10 DEG 51' 23" E 62.27 FT; S 36 DEG 26' 40" E 135.39 FT; S 55 DEG 40' 11" E 83.19 FT; S 88 DEG 44' 27" E 76.26 FT; S 40 DEG 18' 5" E 86.78 FT; S 19 DEG 36' 20" E 59.94 FT; S 61 DEG 38' 15" E 262.77 FT; S 7 DEG 27' 1" E 109.84 FT; S 44 DEG 46' 44" E 153.43 FT; S 68 DEG 29' 0" E 31.49 FT; S 31 DEG 33' 13" E 174.49 FT; S 3 DEG 34' 35" E 315.42 FT; E 1602.24 FT TO BEG. AREA 4.200 AC.

58-040-0348 COM AT E 1/4 COR. SEC. 28, T5S, R1W, SLB&M.; N 89 DEG 27' 44" W 900.07 FT; N 5 DEG 3' 2" E 490.45 FT; ALONG A CURVE TO R (CHORD BEARS: N 9 DEG 18' 12" E 74.15 FT, RADIUS = 500 FT) ARC LENGTH = 74.22 FEET; N 13 DEG 33' 21" E 163.72 FT; N 57 DEG 35' 5" W 610.91 FT; N 0 DEG 19' 44" E 275.19 FT; S 89 DEG 38' 59" E 1323.98 FT; S 0 DEG 8' 39" W 1323.91 FT TO BEG. AREA 30.665 AC.

58-040-0349 COM AT E 1/4 COR. SEC. 28, T5S, R1W, SLB&M.; S 0 DEG 36' 41" W 1329.64 FT; N 89 DEG 24' 8" W 2654.27 FT; N 0 DEG 30' 54" E 1326.85 FT; S 89 DEG 27' 44" E 142.71 FT; S 26 DEG 14' 0" E 215.83 FT; N 69 DEG 39' 30" E 147.88 FT; S 87 DEG 7' 33" E 57.63 FT; S 58 DEG 4' 16" E 102.96 FT; N 63 DEG 49' 11" E 102.96 FT; S 87 DEG 7' 33" E 66.15 FT; S 26 DEG 2' 13" E 203.21 FT; N 38 DEG 9' 27" E 33.55 FT; S 35 DEG 27' 14" E 377.71 FT; S 89 DEG 53' 22" E 476.34 FT; S 42 DEG 30' 39" E 213.84 FT; S 71 DEG 22' 22" E 24.1 FT; ALONG A CURVE TO L (CHORD BEARS: N 5 DEG 37' 14" E 9.24 FT, RADIUS = 465 FT) ARC LENGTH = 9.24 FEET; S 84 DEG 57' 0" E 75.02 FT; N 5 DEG 3' 0" E 377.28 FT;

ALONG A CURVE TO L (CHORD BEARS: N 12 DEG 22' 46" W 143.77 FT, RADIUS = 240 FT)
ARC LENGTH = 146.01 FEET; ALONG A CURVE TO R (CHORD BEARS: N 9 DEG 29' 30" W
17.36 FT, RADIUS = 25 FT) ARC LENGTH = 17.73 FEET; ALONG A CURVE TO L (CHORD
BEARS: N 2 DEG 46' 28" E 21.01 FT, RADIUS = 75 FT) ARC LENGTH = 21.08 FEET; ALONG
A CURVE TO R (CHORD BEARS: N 17 DEG 31' 31" E 19.38 FT, RADIUS = 25 FT) ARC
LENGTH = 19.90 FEET; ALONG A CURVE TO L (CHORD BEARS: N 22 DEG 41' 19" E 145.45
FT, RADIUS = 240 FT) ARC LENGTH = 147.77 FEET; N 84 DEG 56' 58" W 40.01 FT; N 5 DEG
3' 2" E 59.49 FT; S 89 DEG 27' 44" E 900.1 FT TO BEG. AREA 65.042 AC.

PUBLIC HEARING – SilverLake 28 (Site Plan)

Mr. Mumford presented the item. The SilverLake South Preliminary Plat was recommended for approval on September 24, 2019 and approved by the City Council on October 1, 2019. Plat 28 is part of the SilverLake South Preliminary Plat and has a total of 74 lots/units consisting of 10 single-family lots and 64 townhouse units. The Planning Commission reviewed and held a public hearing on August 25, 2020 and expressed concerns that the lighting plan and MDA were excluded from the packet materials, the townhome development did not provide the required guest parking stalls, Silver Spring Way was planned as a private road, the fencing was aesthetically unappealing, questions regarding open space, and concerns regarding the architectural features.

The overall general landscape plan for SilverLake South was approved with the preliminary plat. The SilverLake South development includes 12.2 acres of improved open space, in addition to the open space corridors and other areas that are not included in the required open space calculation. Nine acres of improved open space are required for the project. The Planning Commission must determine if the submitted elevations, which have been approved in other areas of SilverLake, comply with the Master Development Agreement (MDA) requirements and are fundamentally consistent with the renderings from the MDA. Municipal Code requires 22 guest parking stalls. The proposed site plan includes 15 guest parking stalls; an additional seven stalls are required. Staff has worked with the applicant to provide additional parking and to widen Silver Spring Way to include park strips, 5-foot sidewalks, and 27 feet of asphalt, which is a foot narrower than a standard public road, due to the limitation of 27-foot wide existing road connections.

Staff recommends the Planning Commission recommend approval of the SilverLake South Plat 28 site plan with the conditions the applicant shall pay a landscape cash escrow to the City of \$2,810.40 per lot/unit at the plat recording, an additional seven parking stalls shall be added for a total of 22 stalls, the property line shall be shifted farther west to ensure a minimum of 10 feet between the townhome rear-yard fencing and the adjacent property line, and Silver Spring Way shall be a public road.

Commissioner Everett asked if Silver Spring Way could have prohibited parking along one side of the street due to the narrower width and inquired if the City stipulated a style of signage to meet the upgrade street sign requirement in the MDA.

Mr. Mumford stated that staff had discussed prohibiting parking along the west side of the road due to the road not meeting the fire department width requirement. He explained that at the time the SilverLake MDA was drafted, the City required street signage to complement the previously required wooden fencing. The Streets Department installed lower maintenance, rustic-style metal signage in other parts of the City that became the preferred, recommended style.

Commissioner Wells inquired if retaining the Silver Spring Way as private would be financially beneficial to the City due to maintenance costs.

Mr. Mumford stated making Silver Spring Way a public road would increase costs to the City but also allows for the City to plow the road which is beneficial as the road will likely be used as a

connection to other roadways. He said the applicant has requested for the road to remain private; however, signage is the only deterrent available to mitigate nonlocal, through-traffic.

Commissioner Wood stated that the inadequate plowing of private roads is a frequent resident concern and complaint.

Applicant representative Bronson Tatton with Flagship Homes stated they have discussed potential locations for the additional seven required stalls such as in between units or on the north end of the island by the trees. They had previously misunderstood the number of parking stall required for the project.

Commissioner Wood advocated for locating the parking between the units to prevent the single-family homes near the north end of the townhomes from using the parking.

Commissioner Wright thanked the applicant for addressing concerns.

Commissioners Pengra, Wright, and Everett concurred with the recommendation to locate the parking throughout the project.

Commissioner Everett inquired regarding the signage in the SilverLake development.

Bronson explained the portion of the development on the north side of the Tickville Wash has the previously required style of street signage and that they are planning on using the same sign fabricator as the City to ensure the signage adheres to the City's updated standard.

Commissioner Everett cited a portion of the SilverLake MDA regarding the approved elevations for the development. He inquired if the request for front-loading garages was due to the approved elevation rendering elevations in the MDA.

Mr. Tatton stated they developed rear-loading garages along a collector road and the front-loading units could be considered an alley-loading product as they are installed along private roadways. He said a front-loaded garage allows for private, fenced backyards which are preferred by residents. Site plan approvals for several of the phases of the SilverLake development have required significant elevation changes, such as increases in articulation, and they have accommodated the desired adjustments.

Commissioner Everett expressed appreciation for the applicant addressing elevation changes to create unique products for the various developments. He said Flagship included renderings for both a compliant and noncompliant product in the MDA and agreed to abide by Municipal Code standards, including requiring rear-loading townhome products, with the MDA agreement. He expressed concern regarding the number of developer requests for front-loading townhome products that have been allowed by the City. He advocated for the City to require adherence to the Municipal Code standards; if the City desires to allow front-loaded products, Municipal Code should be amended accordingly. He stated he is not in favor of changing the standards or allowing exceptions to the standards and reiterated his concerns the elevations in this application and other

areas of the SilverLake development fail to adhere to Municipal Code front-loading garage standards for townhome developments.

MOTION: *Commissioner Everett moved to recommend denial to the City Council of the SilverLake 28 site plan as it does not comply with the Municipal Code standards due to inclusion of front-loading garages. The motion died for lack of a second.*

MOTION: *Commissioner Wright moved to recommend approval to the City Council of the SilverLake 28 site plan with the following conditions:*

- 1. The applicant shall pay a landscape cash escrow to the City of \$2,810.40 per lot/unit at the plat recording;*
- 2. An additional seven guest parking stalls shall be dispersed throughout the development, for a total of 22 stalls;*
- 3. The property line shall be shifted farther west to ensure a minimum of ten feet between the townhome rear-yard fencing and the adjacent property line;*
- 4. Silver Springs Way shall be a public road;*
- 5. Parking along the west side of Silver Spring Way shall be prohibited due to the width of the road; and*

Commissioner Wells seconded the motion. Those voting aye: Brett Wright, Rich Wood, Christopher Pengra, and Erin Wells. Those voting nay: Matthew Everett. The motion carried with a vote of 4:1.

Commissioner Everett stated the following for the record: "I've dissented on this because the townhome product does not comply with the City Code as it is currently is read and it's my understanding that it does not comply with the MDA as presented by the applicant."



 <p>EAGLE MOUNTAIN</p>	<p style="text-align: center;">EAGLE MOUNTAIN CITY CITY COUNCIL MEETING OCTOBER 6, 2020</p>
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Policies and Procedures Manual to Adopt a Revised Grooming Policy.
ITEM TYPE:	Resolution
FISCAL IMPACT:	none
APPLICANT:	City Staff
GENERAL PLAN DESIGNATION	<div style="display: flex; justify-content: space-around; align-items: center;"> CURRENT ZONE ACREAGE COMMUNITY </div>
PUBLIC HEARING: No	RECOMMENDATION: Staff recommends that the City Council approves a Resolution of Eagle Mountain City Utah, Amending the Policies and Procedures Manual adopting revised grooming standards.
PREPARED BY: Angela Valenzuela, Admin	BACKGROUND: The revised policy was routed internally to department heads for review and comments. Several minor revisions have been made since the policy was first provided to the City Council. Section A #3 and #4 were modified and more clarification was provided for corrective action in Section E.
PRESENTED BY: Angela Valenzuela	ITEMS FOR CONSIDERATION:
	REQUIRED FINDINGS:
	PLANNING COMMISSION ACTION/RECOMMENDATION:
	ATTACHMENTS: RES--Policies and Procedures Manual - Personal Appearance & Grooming

RESOLUTION NO. R- -2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN CITY POLICIES AND PROCEDURES MANUAL

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest and in the interest of the management of the City and the employees of the City to revise and amend the Eagle Mountain City Policies and Procedures Manual in use up to the date of this Resolution; and

WHEREAS, the Eagle Mountain City Policies and Procedures Manual has been edited, reviewed and compiled to represent the needs of the City and the rights and responsibilities of its employees and should be amended as presented in Exhibit A;

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

1. The Eagle Mountain City Policies and Procedures Manual is hereby amended and adopted as set forth specifically in Exhibit A.
2. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6th day of October, 2020.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 6th day of October 2020.

Those voting aye:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Those voting nay:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Those excused:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____ by _____ .

Exhibit A

Dress, grooming, personal hygiene and cleanliness standards contribute to the morale of all employees and can affect the business and professional image the City presents to patrons and visitors. In order to promote professionalism and quality customer service, the City has established the following minimum dress and grooming standards for all employees. Standards of dress shall be appropriate to the job and the tasks to be accomplished.

A. Acceptable Business Casual Attire for Office Personnel.

1. Clothing that projects a professional image. All clothing shall be clean and without rips, holes, etc.
2. Slacks or dress pants. Employees may also wear dress denim jeans that are not ripped or tattered.
3. Casual dresses, skirts and skorts that are no shorter than one inch above the top of the knee.
4. Leggings are allowed under a skirt, dress, or long shirt/long sweater only.
5. Dress shirts, cap-sleeved blouses, golf-type shirts, turtlenecks, and other shirts/blouses appropriate for business setting.
6. Business suits and sports jackets.
7. Men's and women's dress shoes, clogs, boots, flats and dress heels.
8. T-shirts, and hoodies are not acceptable attire in a business casual environment.

B. Acceptable Casual Attire for Field Personnel.

1. Denim jeans must be in good condition, free of holes.
2. T-shirts and sweatshirts must be in good condition.
3. Shorts, if approved by Department Director/Supervisor.
4. Appropriate footwear: work boots, tennis shoes, or similar per job duties.
5. Hats for sun protection or beanies during colder weather, preferably with City logo or no logo.

C. Prohibited Attire.

1. Revealing attire is not permitted; this includes low cut tops, clothing that exposes back, abdomen, breasts, or buttocks.
2. Shorts, except when permitted by Department Director.
3. Spaghetti strap tops, muscle shirts, or tank tops, unless worn with cardigan or jacket.
4. Strapless or backless dresses, unless worn with cardigan or jacket.
5. Flip flops or house slippers.
6. Tattoos deemed inappropriate or offensive, such as depicting violence, political statements, or profanity, must be covered up during work hours.

D. Grooming and Personal Hygiene.

1. Personal hygiene is essential. Therefore, it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes regular bath/shower, use of deodorant, and oral hygiene.
2. Undergarments must not be visible.
3. Hairstyles and facial hair must be neat and professional in appearance. Hairstyles, hair color, beards, mustaches, and sideburns should present a neat and professional style.

E. Corrective Action.

1. Improperly groomed or dressed employees will be subject to corrective action. Repeat offenders may be subject to possible termination. Department Directors shall be responsible to counsel employees failing to meet this policy. When necessary, such employees will be sent home to comply with established standards. Employees will not be paid for missed work under these circumstances, but may be allowed to use PTO, if applicable.

 EAGLE <small>MOUNTAIN</small>	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING OCTOBER 6, 2020			
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning.			
ITEM TYPE:	Development Code Amendment			
FISCAL IMPACT:				
APPLICANT:	Staff			
GENERAL PLAN DESIGNATION	<table border="1" data-bbox="551 692 1475 798"> <thead> <tr> <th data-bbox="551 692 882 798">CURRENT ZONE</th><th data-bbox="882 692 1155 798">ACREAGE</th><th data-bbox="1155 692 1475 798">COMMUNITY</th></tr> </thead> </table>	CURRENT ZONE	ACREAGE	COMMUNITY
CURRENT ZONE	ACREAGE	COMMUNITY		
PUBLIC HEARING: Yes	RECOMMENDATION: We recommend the City Council make a motion to approval the proposed code amendments to EMMC 17.60 to the City Council as presented (or with minor changes as agreed upon at the meeting).			
PREPARED BY: Pete Kane, Planning	BACKGROUND: Based on recent applications for property development, the Planning Commission sought a way to better define and outline appropriate transitions between the various zoning districts in the development code. The proposed zoning transition table provides a listing of which zones can appropriately be placed adjoining to other zoning districts. This type of transition is best incorporated into EMMC 17.60.			
PRESENTED BY: Pete Kane	EMMC 17.60 currently also includes lot size transitioning which identifies the required lot size transitions that can be permitted within and between residential zoning districts. As part of the code amendment to include the zoning transition table, this amendment also includes updates to the lot size transition tables to better reflect the lot sizes established by the current residential zoning districts.			
ITEMS FOR CONSIDERATION: REQUIRED FINDINGS:				

Development Code Amendments are legislative decisions and are considered valid of reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission held a public hearing on the item on September 22, 2020. The Commission recommends approval on a 4-1 vote, with Commissioner Wells dissenting due to concern about potential flaws in the lot size transition table related to larger lots.

ATTACHMENTS:

[ORD--EMMC Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning](#)

[17.60 Landscaping Buffering Fencing and Transitioning - CLEAN](#)

[17.60 Landscaping Buffering Fencing and Transitioning - REDLINES](#)

ORDINANCE NO. O- -2020

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,
CHAPTER 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 6th day of October, 2020.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 6th day of October, 2020.

Those voting aye:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Those voting nay:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Those excused:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City Bulletin Boards on _____ by _____.

Exhibit A

Chapter 17.60

Landscaping, Buffering, Fencing and Transitioning

17.60.010 What this chapter does.

This chapter promotes the health, safety, and general welfare of the public through the appropriate use of landscaping, buffering, fencing, and lot and zone transitioning. [Ord. O-05-2008 § 2 (Exh. A § 12.1); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.1)].

17.60.020 Purpose.

Properly placed landscaping can lessen the impact of dust, heat, erosion, and wind. Landscaping and fencing are also encouraged when used as buffers and screens against undesirable views. Lot and zone transitioning protect property values, enhance land use compatibility, and designate appropriate zone buffers. [Ord. O-05-2008 § 2 (Exh. A § 12.2); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.2)].

17.60.030 Improvements required.

All landscaping, buffering, and fencing requirements of this chapter shall apply to all newly constructed buildings (with the exception of single-family residences) and any structure that is being expanded or altered. Lot transitioning shall apply to all residential uses. Zone transitions shall apply to all zones and uses. [Ord. O-05-2008 § 2 (Exh. A § 12.3); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.3)].

17.60.150 Lot size transitioning.

New subdivisions that are being proposed adjacent to existing or approved subdivisions and master development plans, building lots in an agriculture zone, or Camp Williams and BLM properties shall have lots that transition in accordance to the following standards:

A. Existing Subdivisions and Master Development Plans of Lower Density. All new developments that are proposing higher densities than existing or vested adjacent development shall follow the transitioning standards of this chapter found in Table 17.60.150(1) and illustrated in Figure 17.60.150(1) to buffer incompatible uses.

Table 17.60.150(1)

Lot Size	Lot Size Transitioning from Larger to Smaller								
	Minimum Lot Size for Adjacent Lots								
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th
5+ Acres	2.5 Acres	1 Acre	1/2 Acre	1/3 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2
4.99 – 2.5 Acres	1 Acre	1/2 Acre	1/3 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2	
2.49 – 1 Acre	1/2 Acre	1/3 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2		

0.99 – 0.5 Acre	1/3 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2	
0.49 – 0.33 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2		
0.32 – 0.24 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2			
0.23 Acre – 8,500 sq ft	6,000 sq ft	MF1	MF2				
6,000 sq ft	MF1	MF2					
MF1	MF2						

B. Existing Subdivisions and Master Development Plans of Higher Density. All new developments that are proposing lower density than existing or vested adjacent development shall follow the transitioning standards of this chapter found in Table 17.60.150(2) and illustrated in Figure 17.60.150(1) to buffer incompatible uses.

Table 17.60.150(2)

Lot Size	Lot Size Transitioning from Smaller to Larger								
	Minimum Lot Size for Adjacent Lots								
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th
MF2	MF1	6,000 sq ft	8,500 sq ft	1/4 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres
MF1	6,000 sq ft	8,500 sq ft	1/4 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres	
6,000 – 8,499 sq ft	8,500 sq ft	1/4 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres		
8,500 sq ft – 0.23 Acre	1/4 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres			
0.24 – 0.32 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres				
0.33 – 0.49 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres					
0.50 – 0.99 Acre	1 Acre	2.5 Acres	5+ Acres						

1 – 2.49 Acres	2.5 Acres	5+ Acres	
2.5 – 4.99 Acres	5+ Acres		

From Large to Small Lots

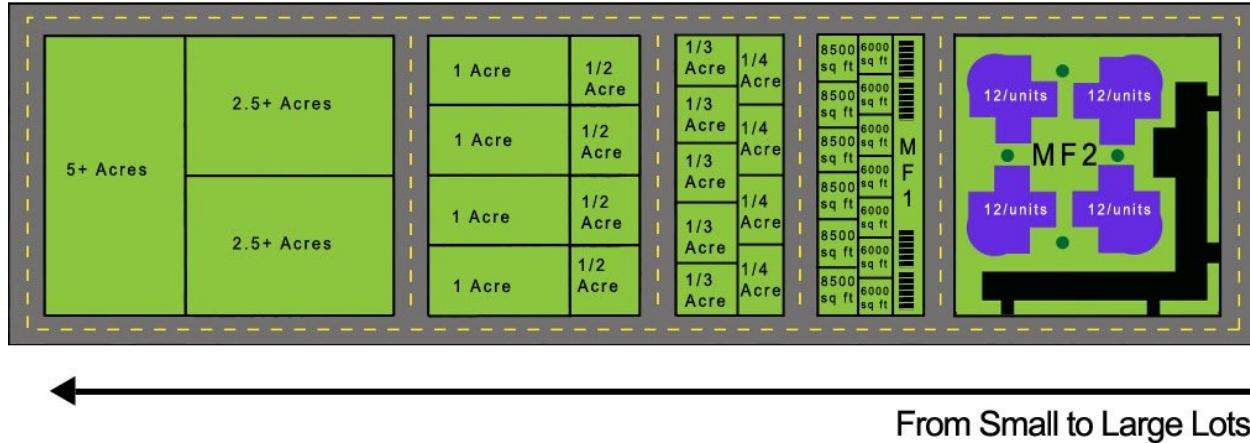


Figure 17.60.150(1) Lot Size Transitioning

C. Camp Williams or BLM. Proposed lots adjacent to Camp Williams or BLM land shall be a minimum of one acre in size. The planning commission may recommend and the city council may approve lots smaller than one acre in size when these bodies find that there have been adequate improvements to mitigate concerns with storm water runoff and wild land fires. All development within 1,000 feet of Camp Williams shall have a maximum density of 1.6 dwelling units per acre, and the minimum lot size shall be one-half acre.

D. Commercial Transitioning. Commercial developments adjacent to existing residential developments shall follow the buffering standards in Table 17.60.160(b) and provide walls that comply with the standards found in EMMC 17.60.110.

E. Modification of Lot Size Transitioning Requirement. The Planning Commission may recommend, and the City Council may approve, a modification to the requirements of EMMC 17.60.150 based on the following: unique terrain, size and density of the project, allowance or incentives for larger lots, utility easements or power corridors, major road divisions, natural or artificial buffers, or open space buffers. [Ord. O-20-2017 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.15); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.15)].

17.60.160 Zones transitions.

The zone transition table found in Table 17.60.160(1) below identifies the compatible zones that may be adjacent to each zone. Each column is defined as:

A. Zone. The existing or proposed zone designation for the subject property.

B. Compatible Buffer. The permitted zones for land adjacent to the zone identified in the first column.

C. General Plan Category Compatibility. The future land use designation in the General Plan that the zone identified in the first column may be located within.

The "Zone Legend," "Overlay Zone Legend," and "General Plan Categories" found in Table 17.60.160(2) below are provided for reference.

Table 17.60.160(1)

ZONE	COMPATIBLE BUFFER	GENERAL PLAN CATEGORY COMPATIBILITY
AG	RA1, RA2, RD1, RD2, FR, MEC, OS-I, OS-N	ARD1, ARD2, FR, OS, PO
RA1	AG, RA2, OS-I, OS-N	ARD1
RA2	AG, RA1, RD1, OS-I, OS-N	ARD1
RD1	AG, RA2, RD2, OS-I, OS-N	ARD2
RD2	AG, RD1, FR, R1, OS-I, OS-N	ARD2
FR	AG, RD2, R1, CN, OS-I, OS-N	FR
R1	RD2, FR, R2, CN, OS-I, OS-N	NR1
R2	R, R3, CN, OS-I, OS-N	NR1
R3	R2, RC, CN, OS-I, OS-N	NR1
RC	R3, MF1, MF2, CN, CC, OS-I, OS-N	NR2
MF1	RC, MF2, CN, CC, CR, CS, OS-I, OS-N	NR2, CC, CR
MF2	RC, MF1, CN, CC, CR, MEC, OP, CS, OS-I, OS-N	NR3, CC, CR, TCM
CN	FR, R1, R2, R3, RC, MF1, MF2, CC, MEC, OP, OS-I	CC, TCM
CC	RC, MF1, MF2, CN, CR, MEC, OP, LMD, OS-I	CC, ECC, TCM
CR	MF1, MF2, CC, MEC, OP, LMD, CS, OS-I	CR, ECC
MEC	AG, MF2, CN, CC, CR, OP, OS-I	ECC
OP	MF2, CN, CC, CR, MEC, OS-I	TCM, CC, CR, ECC
I	LMD, CS, OS-N	BPLI
LMD	I, CR, CC, CS, OS-N	BPLI
CS	MF1, MF2, CC, CR, I, LMD, OS-N	BPLI
OS-I	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, CC, CN, CR, MEC, OP, OS-N	PO
OS-N	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, OP, I, LMD, CS, OS-I	PO

Table 17.60.160(2)

ZONE LEGEND			
Rural Agricultural 1	RA1	Commercial Neighborhood	CN
Rural Agricultural 2	RA2	Commercial Community	CC
Rural Density 1	RD1	Commercial Regional	CR
Rural Density 2	RD2	Medical/Educational Campus	MEC

Foothill Residential	FR	Office Professional	OP
Residential 1	R1	Industrial	I
Residential 2	R2	Light Manufacturing/Distribution	LMD
Residential 3	R3	Commercial Storage	CS
Residential Cottage	RC	Improved Open Space	OS-I
Multi-Family 1	MF1	Natural Open Space	OS-N
Multi-Family 2	MF2	Agriculture	AG
OVERLAY ZONE LEGEND			
Ridgeline Protection Overlay	RL	Equine Overlay	EQ
Historical Site and Preservation Overlay	HP	Regional Technology and Industry Overlay	RTI
Extractive Industries Overlay	EIO		
GENERAL PLAN CATEGORIES			
Agricultural/Rural Density One	ARD1	Town Center Mixed Use	TCM
Agricultural/Rural Density Two	ARD2	Regional Commercial	RC
Foothill Residential	FR	Employment Center/Campus	ECC
Neighborhood Residential One	NR1	Business Park/Light Industry	BPLI
Neighborhood Residential Two	NR2	Civic Uses	CU
Neighborhood Residential Three	NR3	Parks and Open Space	PO
Community Commercial	CC		

17.60.170 Tables.

[No changes to this section other than section title number]

17.60.180 Diagrams.

[No changes to this section other than section title number]

Chapter 17.60

Landscaping, Buffering, Fencing and Transitioning

17.60.010 What this chapter does.

This chapter promotes the health, safety, and general welfare of the public through the appropriate use of landscaping, buffering, and fencing, and lot and zone transitioning. [Ord. O-05-2008 § 2 (Exh. A § 12.1); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.1)].

17.60.020 Purpose.

Properly placed landscaping can lessen the impact of dust, heat, erosion, and wind. Landscaping and fencing are also encouraged when used as buffers and screens against undesirable views. Lot and zone transitioning protect property values, enhance land use compatibility, and designate appropriate zone buffers. [Ord. O-05-2008 § 2 (Exh. A § 12.2); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.2)].

17.60.030 Improvements required.

All landscaping, buffering, and fencing requirements of this chapter shall apply to all newly constructed buildings (with the exception of single-family residences) and any structure that is being expanded or altered. Lot transitioning shall apply to all residential uses. Zone transitions shall apply to all zones and uses. [Ord. O-05-2008 § 2 (Exh. A § 12.3); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.3)].

17.60.150 Lot size transitioning.

New subdivisions that are being proposed adjacent to existing or approved subdivisions and master development plans, building lots in an agriculture zone, or Camp Williams and BLM properties shall have lots that transition in accordance to the following standards:

A. Existing Subdivisions and Master Development Plans of Lower Density. All new developments that are proposing higher densities than existing or vested adjacent development shall follow the transitioning standards of this chapter found in Table 17.60.150(1) and illustrated in Figure 17.60.150(1) to buffer incompatible uses.

Table 17.60.150(1)

Lot Size Transitioning from Larger Lots to Smaller Lots						
Lot Size	1st adjacent lot minimum	2nd adjacent lot minimum	3rd adjacent lot minimum	4th adjacent lot minimum	5th adjacent lot minimum	6th adjacent lot minimum
4+ Acres	2 Acres	1 Acre	1/2 Acre	1/4 Acre	Small Single-Family or Tier II	No Additional Buffering Required
3.99 – 1 Acre	1 Acre	1/2 Acre	1/4 Acre	Small Single-	No Additional Buffering Required	

		Family or Tier III			
.99-.51 Acre		1/2 Acre	1/4 Acre	Small Single- Family or Tier III	No Additional Buffering Required
.49-.25 Acre		1/4 Acre			No Additional Buffering Required
Small Lot/Tier III			No Buffering Required		

Lot Size	Minimum Lot Size for Adjacent Lots								
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th
5+ Acres	2.5 Acres	1 Acre	1/2 Acre	1/3 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2
4.99 – 2.5 Acres	1 Acre	1/2 Acre	1/3 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2	
2.49 – 1 Acre	1/2 Acre	1/3 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2		
0.99 – 0.5 Acre	1/3 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2			
0.49 – 0.33 Acre	1/4 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2				
0.32 – 0.24 Acre	8,500 sq ft	6,000 sq ft	MF1	MF2					
0.23 Acre – 8,500 sq ft	6,000 sq ft	MF1	MF2						
6,000 sq ft	MF1	MF2							
MF1	MF2								

B. Existing Subdivisions and Master Development Plans of Higher Density. All new developments that are proposing lower density than existing or vested adjacent development shall follow the transitioning standards of this chapter found in Table 17.60.150(2) and illustrated in Figure 17.60.150(1) to buffer incompatible uses.

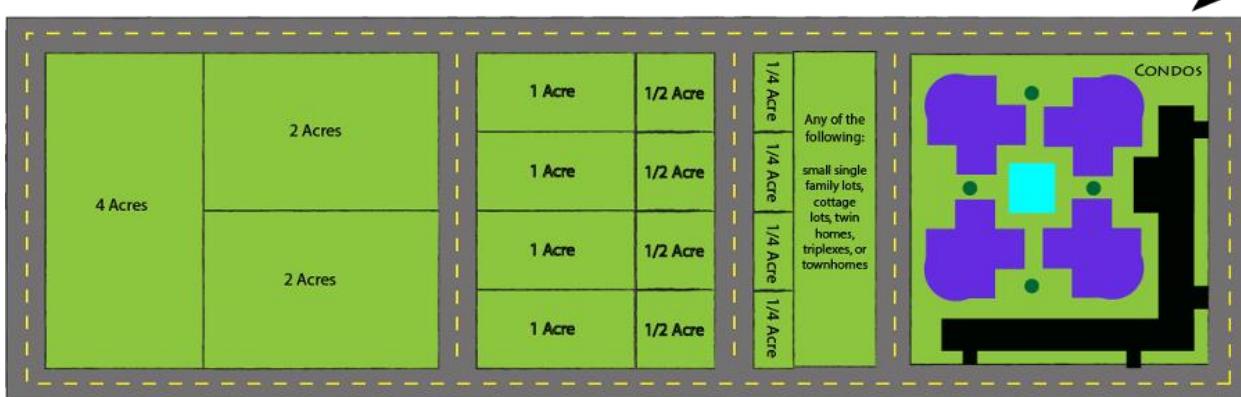
Table 17.60.150(2)

Lot Size Transitioning from Smaller Lots to Larger Lots

Lot Size	1st adjacent lot minimum	2nd adjacent lot minimum	3rd adjacent lot minimum	4th adjacent lot minimum	5th adjacent lot minimum	6th adjacent lot minimum
Condo	Small Single-Family or Tier III	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required
Small Lot/Tier III .25-.49 Acre	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required	No Additional Buffering Required
.50-1 Acre	2 Acres	No Additional Buffering Required				
1.1-3.99 Acres	No Buffering Required					

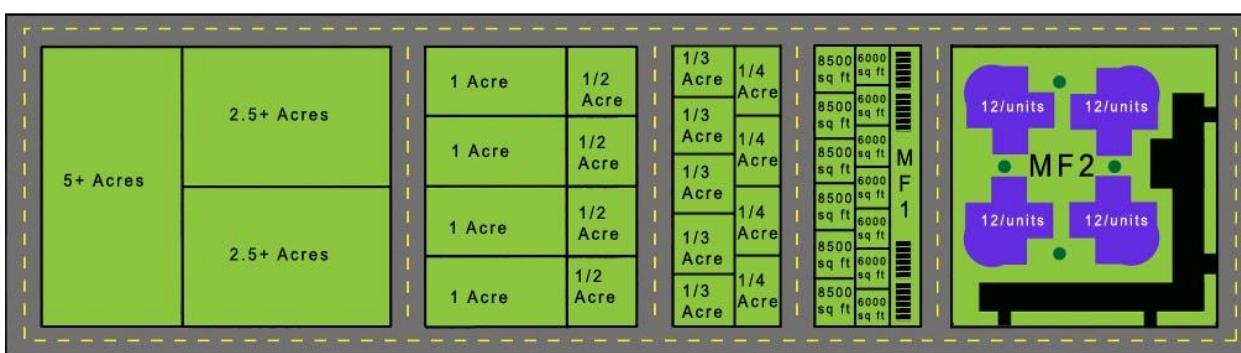
Lot Size	Minimum Lot Size for Adjacent Lots								
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th
MF2	MF1	6,000 sq ft	8,500 sq ft	1/4 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres
MF1	6,000 sq ft	8,500 sq ft	1/4 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres	
6,000 – 8,499 sq ft	8,500 sq ft	1/4 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres		
8,500 sq ft – 0.23 Acre	1/4 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres			
0.24 – 0.32 Acre	1/3 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres				
0.33 – 0.49 Acre	1/2 Acre	1 Acre	2.5 Acres	5+ Acres					
0.50 – 0.99 Acre	1 Acre	2.5 Acres	5+ Acres						
1 – 2.49 Acres	2.5 Acres	5+ Acres							
2.5 – 4.99 Acres	5+ Acres								

From Large to small lots



From Small to large lots

From Large to Small Lots



From Small to Large Lots

Figure 17.60.150(1) Lot Size Transitioning

C. Camp Williams or BLM. Proposed lots adjacent to Camp Williams or BLM land shall be a minimum of one acre in size. The planning commission may recommend and the city council may approve lots smaller than one acre in size when these bodies find that there have been adequate improvements to mitigate concerns with storm water runoff and wild land fires. All development within 1,000 feet of Camp Williams shall have a maximum density of 1.6 dwelling units per acre, and the minimum lot size shall be one-half acre.

D. Commercial Transitioning. Commercial developments adjacent to existing residential developments shall follow the buffering standards in Table 17.60.160(b) and provide walls that comply with the standards found in EMMC 17.60.110.

E. Modification of Lot Size Transitioning Requirement. The Planning Commission may recommend, and the City Council may approve, a modification to the requirements of EMMC 17.60.150 based on the

following: unique terrain, size and density of the project, allowance or incentives for larger lots, utility easements or power corridors, major road divisions, natural or artificial buffers, or open space buffers.

[Ord. O-20-2017 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.15); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.15)].

17.60.160 Zones transitions.

The zone transition table found in Table 17.60.160(1) below identifies the compatible zones that may be adjacent to each zone. Each column is defined as:

A. Zone. The existing or proposed zone designation for the subject property.

B. Compatible Buffer. The permitted zones for land adjacent to the zone identified in the first column.

C. General Plan Category Compatibility. The future land use designation in the General Plan that the zone identified in the first column may be located within.

The “Zone Legend,” “Overlay Zone Legend,” and “General Plan Categories” found in Table 17.60.160(2) below are provided for reference.

Table 17.60.160(1)

<u>ZONE</u>	<u>COMPATIBLE BUFFER</u>	<u>GENERAL PLAN CATEGORY COMPATIBILITY</u>
<u>AG</u>	<u>RA1, RA2, RD1, RD2, FR, MEC, OS-I, OS-N</u>	<u>ARD1, ARD2, FR, OS, PO</u>
<u>RA1</u>	<u>AG, RA2, OS-I, OS-N</u>	<u>ARD1</u>
<u>RA2</u>	<u>AG, RA1, RD1, OS-I, OS-N</u>	<u>ARD1</u>
<u>RD1</u>	<u>AG, RA2, RD2, OS-I, OS-N</u>	<u>ARD2</u>
<u>RD2</u>	<u>AG, RD1, FR, R1, OS-I, OS-N</u>	<u>ARD2</u>
<u>FR</u>	<u>AG, RD2, R1, CN, OS-I, OS-N</u>	<u>FR</u>
<u>R1</u>	<u>RD2, FR, R2, CN, OS-I, OS-N</u>	<u>NR1</u>
<u>R2</u>	<u>R, R3, CN, OS-I, OS-N</u>	<u>NR1</u>
<u>R3</u>	<u>R2, RC, CN, OS-I, OS-N</u>	<u>NR1</u>
<u>RC</u>	<u>R3, MF1, MF2, CN, CC, OS-I, OS-N</u>	<u>NR2</u>
<u>MF1</u>	<u>RC, MF2, CN, CC, CR, CS, OS-I, OS-N</u>	<u>NR2, CC, CR</u>
<u>MF2</u>	<u>RC, MF1, CN, CC, CR, MEC, OP, CS, OS-I, OS-N</u>	<u>NR3, CC, CR, TCM</u>
<u>CN</u>	<u>FR, R1, R2, R3, RC, MF1, MF2, CC, MEC, OP, OS-I</u>	<u>CC, TCM</u>
<u>CC</u>	<u>RC, MF1, MF2, CN, CR, MEC, OP, LMD, OS-I</u>	<u>CC, ECC, TCM</u>
<u>CR</u>	<u>MF1, MF2, CC, MEC, OP, LMD, CS, OS-I</u>	<u>CR, ECC</u>
<u>MEC</u>	<u>AG, MF2, CN, CC, CR, OP, OS-I</u>	<u>ECC</u>
<u>OP</u>	<u>MF2, CN, CC, CR, MEC, OS-I</u>	<u>TCM, CC, CR, ECC</u>
<u>I</u>	<u>LMD, CS, OS-N</u>	<u>BPLI</u>
<u>LMD</u>	<u>I, CR, CC, CS, OS-N</u>	<u>BPLI</u>
<u>CS</u>	<u>MF1, MF2, CC, CR, I, LMD, OS-N</u>	<u>BPLI</u>
<u>OS-I</u>	<u>AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, CC, CN, CR, MEC, OP, OS-N</u>	<u>PO</u>

<u>OS-N</u>	<u>AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, OP, I, LMD, CS, OS-I</u>	<u>PO</u>
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Table 17.60.160(2)

ZONE LEGEND			
<u>Rural Agricultural 1</u>	<u>RA1</u>	<u>Commercial Neighborhood</u>	<u>CN</u>
<u>Rural Agricultural 2</u>	<u>RA2</u>	<u>Commercial Community</u>	<u>CC</u>
<u>Rural Density 1</u>	<u>RD1</u>	<u>Commercial Regional</u>	<u>CR</u>
<u>Rural Density 2</u>	<u>RD2</u>	<u>Medical/Educational Campus</u>	<u>MEC</u>
<u>Foothill Residential</u>	<u>FR</u>	<u>Office Professional</u>	<u>OP</u>
<u>Residential 1</u>	<u>R1</u>	<u>Industrial</u>	<u>I</u>
<u>Residential 2</u>	<u>R2</u>	<u>Light Manufacturing/Distribution</u>	<u>LMD</u>
<u>Residential 3</u>	<u>R3</u>	<u>Commercial Storage</u>	<u>CS</u>
<u>Residential Cottage</u>	<u>RC</u>	<u>Improved Open Space</u>	<u>OS-I</u>
<u>Multi-Family 1</u>	<u>MF1</u>	<u>Natural Open Space</u>	<u>OS-N</u>
<u>Multi-Family 2</u>	<u>MF2</u>	<u>Agriculture</u>	<u>AG</u>
OVERLAY ZONE LEGEND			
<u>Ridgeline Protection Overlay</u>	<u>RL</u>	<u>Equine Overlay</u>	<u>EQ</u>
<u>Historical Site and Preservation Overlay</u>	<u>HP</u>	<u>Regional Technology and Industry Overlay</u>	<u>RTI</u>
<u>Extractive Industries Overlay</u>	<u>EIO</u>		
GENERAL PLAN CATEGORIES			
<u>Agricultural/Rural Density One</u>	<u>ARD1</u>	<u>Town Center Mixed Use</u>	<u>TCM</u>
<u>Agricultural/Rural Density Two</u>	<u>ARD2</u>	<u>Regional Commercial</u>	<u>RC</u>
<u>Foothill Residential</u>	<u>FR</u>	<u>Employment Center/Campus</u>	<u>ECC</u>
<u>Neighborhood Residential One</u>	<u>NR1</u>	<u>Business Park/Light Industry</u>	<u>BPLI</u>
<u>Neighborhood Residential Two</u>	<u>NR2</u>	<u>Civic Uses</u>	<u>CU</u>
<u>Neighborhood Residential Three</u>	<u>NR3</u>	<u>Parks and Open Space</u>	<u>PO</u>
<u>Community Commercial</u>	<u>CC</u>		

17.60.160-170 Tables.

[No changes to this section other than section title number]

17.60.170-180 Diagrams.

[No changes to this section other than section title number]

 <p>EAGLE MOUNTAIN</p>	<p style="text-align: center;">EAGLE MOUNTAIN CITY CITY COUNCIL MEETING OCTOBER 6, 2020</p>			
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending and Adopting the 2020 Eagle Mountain City Parks, Trails & Open Space Master Plan.			
ITEM TYPE:	Resolution			
FISCAL IMPACT:				
APPLICANT:	Brad Hickman			
GENERAL PLAN DESIGNATION	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 2px;">CURRENT ZONE</th> <th style="text-align: center; padding: 2px;">ACREAGE</th> <th style="text-align: center; padding: 2px;">COMMUNITY</th> </tr> </thead> </table>	CURRENT ZONE	ACREAGE	COMMUNITY
CURRENT ZONE	ACREAGE	COMMUNITY		
PUBLIC HEARING: No	RECOMMENDATION: City staff recommends City Council approve the Eagle Mountain City Parks, Trails & Open Space Master Plan Update. City staff also recommends that City Council review the document and the item should be tabled until changes to the document can be made with council recommendations.			
PREPARED BY: Fionnuala Kofoed, Parks and Recreation	BACKGROUND: The City has been following the guidelines and recommendations from an adopted Parks & Open Space Master Plan that was adopted in 2009. The plan was adopted in an effort to provide the tools to educate and guide the city and future developers so that a unified system is built to provide for the needs of residents and preserve the qualities of the open space. Also included in the document is a list of existing parks & facilities. Furthermore, the plan references to park classification table including classification type, description/use, desirable size, etc.			
PRESENTED BY: MHTN Architects	<p>Although the Parks & Open Space Plan has guided the City for the last 10+ years it was clear the plan needed significant updates to existing parks & facilities, park classifications and standards, trails classifications/standards, open space classifications/standards and wildlife corridors in the community.</p> <p>City staff solicited request for proposals to update the Eagle</p>			

Mountain City Parks, Trails & Open Space Master Plan. After solicitation City staff has been working with MHTN architects to categorize and update the plan to reflect the current condition of the City in regards to parks, trails and open space. After looking at all aspects of the plan this is the final document from several meetings and discussion with City staff, Mayor, City Council representative & survey results.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--2020 Parks, Trails, & Open Space Master Plan](#)

RESOLUTION NO. R- -2020

**A RESOLUTION OF THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING AND ADOPTING THE 2020 EAGLE MOUNTAIN CITY PARKS,
TRAILS, AND OPEN SPACE MASTER PLAN**

WHEREAS, the City Council of Eagle Mountain City, Utah finds that Eagle Mountain City will benefit from comprehensive planning for parks, trails, and open space in the City; and

WHEREAS, the City Council has caused a Parks, Trails, and Open Space Master Plan to be prepared and reviewed; and

WHEREAS, the City Council finds that the Parks, Trails, and Open Space Master Plan presented to the City Council on October 6, 2020 complies with the objectives of the City Council with respect to future planning and development.

NOW THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah that the 2020 Eagle Mountain City Parks, Trails, and Open Space Master Plan, which is presented as Exhibit A to this Resolution, is adopted and enacted, to be integrated into all future planning and development for Eagle Mountain City.

This Resolution shall take effect upon its enactment by the City Council.

APPROVED AND ADOPTED by the City Council of Eagle Mountain City, Utah, this 6th day of October, 2020.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 6th day of October, 2020.

Those voting aye:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Those voting nay:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Those excused:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City Bulletin Boards on _____ by _____.

EXHIBIT A

UPCOMING AGENDA ITEMS

October 20, 2020

Fencing, EMMC 16.35 & 17.60 – Discussion Item
C Jay Properties Building – Discussion Item
Overland Village Two Concept Plan – Discussion Item
Open Space Zone, EMMC 17.23 – Code Amendment
Public Facilities Zone, EMMC 17.31 – Code Amendment
Master Development Plans & Agreements, EMMC 16.10 – Code Amendment

Other Projects

B & H Land Holdings – Rezone and General Plan Amendment
Pony Express Townhomes – Concept Plan
Parkway Plaza – Concept Plan
VDP Investments – Concept Plan
Accessory Apartments, EMMC 17.70 – Code Amendment
Industrial/RTI Overlay Zone – Code Amendment
Historical Preservation Zone – Code Amendment
Extractive Industries Overlay Zone – Code Amendment
Tier Language Removal – Code Amendment
Ridgeline Protection Overlay Zone – Code Amendment
Commercial Zoning in The Ranches – Rezone