

RESOLUTION NO. R- 33 -2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE 4TH AMENDMENT TO THE
EAGLE MOUNTAIN CITY RODEO GROUNDS OPERATION, MANAGEMENT AND
LEASE AGREEMENT WITH PONY EXPRESS EVENTS**

PREAMBLE

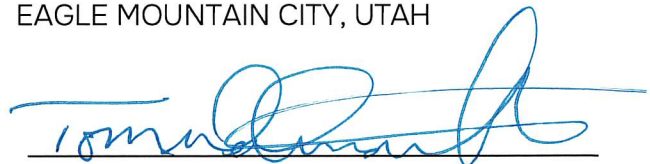
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to Approve an Amendment to the Eagle Mountain City Rodeo Grounds Operation, Management, and Lease Agreement with Pony Express Events for the operation and maintenance of the Rodeo Grounds, as outlined in Exhibit A.

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

1. The terms of the Agreement with Pony Express Events, as outlined in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 4th day of June 2024.

EAGLE MOUNTAIN CITY, UTAH



Tom Westmoreland, Mayor

ATTEST:



Fionnuala B. Kofoed, MMC
City Recorder



The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 4th day of June 2024.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☐ Jared Gray

☒ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☒ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☒ Jared Gray

☐ Rich Wood

☐ Brett Wright


Fionnuala B. Kofoed, MMC
City Recorder



Exhibit A

**FOURTH ADDENDUM TO EAGLE MOUNTAIN CITY RODEO GROUNDS
OPERATION, MANAGEMENT, AND LEASE AGREEMENT**

This Fourth Addendum (the "Addendum") to the Eagle Mountain City Rodeo Grounds Operation, Management, and Lease Agreement (the "Agreement") is made and entered into by and between Eagle Mountain City (the "Landlord"), a municipal corporation of the State of Utah, and Pony Express Events, a Utah non-profit corporation (the "Tenant"). If there are provisions in the Addendum that conflict or are inconsistent with the Agreement or a prior addendum to the Agreement, the provisions of the Addendum shall control. Except as expressly amended by the Addendum, the remaining provisions of the Agreement shall remain unaffected.

I. Subsection 5.1 is hereby amended and restated as follows:

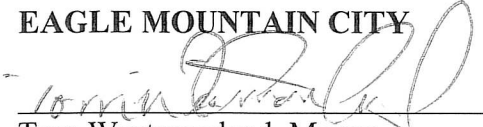
5.1 Operating Expenses. Tenant is responsible for all regular and ordinary operating expenses of the Rodeo Grounds. In addition, Tenant shall be responsible for all costs and expenses associated with any events at the Rodeo Grounds, including, but not limited to, water, power, lighting, police and ambulance services, crowd control, barricades, parking services, trash collection and disposal, and advertising and promotional activity. Tenant shall be able to lease equipment at fair market value from Landlord to assist Tenant in conducting its operations, provided that the Landlord is in possession of the necessary equipment and it is available for use.

II. Subsection 7.1 is hereby amended and restated as follows:


7.1 Maintenance. Tenant shall, at its sole cost, keep and maintain the Rodeo Grounds and structures, improvements, fixtures, trade fixtures, equipment and utilities which may now or thereafter exist thereon, in good operable, usable and sanitary order and repair and in good and safe condition consistent with Tenant's traditional business practices throughout the term of this Lease. Tenant shall be able to lease equipment at fair market value from Landlord to assist Tenant in maintaining the Rodeo Grounds, provided that the Landlord is in possession of the necessary equipment and it is available for use.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum on this 26 day of June, 2024.

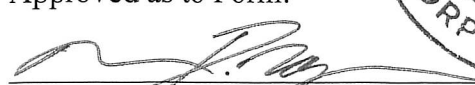
EAGLE MOUNTAIN CITY


Tom Westmoreland, Mayor

Attest:


Fionnuala B. Kofoed, City Recorder

Approved as to Form:


Marcus Draper, City Attorney

PONY EXPRESS EVENTS

By: 

Print Name: Jared R Gray

Title: Pres

