

RESOLUTION NO. R-50-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE AGREEMENT FOR MAINTENANCE SUPPORT
OF THE HIDDEN HOLLOW VETERANS' MEMORIAL PARK

PREAMBLE

WHEREAS, Eagle Mountain City ("City") and the Eagle Mountain Nature and Wildlife Alliance ("EMNWA") seek to establish a collaborative partnership to develop, enhance, and maintain Phase 1 of Remembrance Park ("Park") in the location depicted in Exhibit A, while maintaining flexibility for future collaboration on potential additional phases;

WHEREAS, the Parties desire to clearly define their respective roles and responsibilities for both the initial development and ongoing maintenance of the Park; and

WHEREAS, both the City and the EMNWA are committed to honoring and recognizing military service members by creating a meaningful, dedicated space for reflection, community gathering, and recreation; and

WHEREAS, the Parties value the preservation of public lands and protection of native wildlife while promoting outdoor amenities that incorporate sustainable and environmentally conscious design principles; and

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

1. The City Council hereby approves the Agreement for Maintenance Support of the Hidden Hollow Veterans' Memorial Park between Eagle Mountain City and the Eagle Mountain Nature and Wildlife Alliance, as outlined in the agreement, set forth in Exhibit A.
2. The Mayor is authorized to sign the agreement and take necessary actions to implement its terms.
3. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 1st day of July, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of July, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input type="checkbox"/> Rich Wood	<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright





Gina L. Olsen, CMC
City Recorder

Exhibit A

The Eagle Mountain Nature and Wildlife Alliance

PO Box 400 * Cedar Fort, UT 84013



"We protect wildlife by empowering and educating stewards on preserving and restoring native habitats."



This Agreement ("Agreement") is made and entered into this 1 day of July 2025 by and between Eagle Mountain City, a municipal corporation ("City"), and the Eagle Mountain Nature and Wildlife Alliance, a nonprofit organization ("EMNWA"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Parties seek to establish a collaborative partnership to develop, enhance, and maintain Phase 1 of Remembrance Park ("Park") in the location depicted in Exhibit A, while maintaining the flexibility to continue the collaboration of any potential additional phases;

WHEREAS, seek to delineate each Party's respective roles and responsibilities concerning the development and ongoing maintenance of the Park;

WHEREAS, the Parties share a mutual commitment to honor and recognize individuals who have served in the military by providing a dedicated space for relaxation and recreational opportunities;

WHEREAS, the Parties recognize the importance of preserving public lands and protecting local wildlife while promoting multi-use outdoor amenities that encourage sustainable designs; and

WHEREAS, the Parties acknowledge the significance of creating and maintaining sustainably designed open spaces, which aim to enhance the quality of life for the community and protect local biodiversity.

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

Project Scope Statement:

1. **Tribute to Military Personnel:** The Remembrance Park project is hereby established as a commemorative space designed to honor the valor and sacrifices of military personnel who have served in the defense of our nation. A designated section of the park shall be allocated for formal recognition of the contributions made by military members. This designation reflects the Parties' commitment to acknowledging their dedicated service and significant sacrifices, thereby ensuring that their contributions are perpetually honored and memorialized.
2. **Gateway to Outdoor Recreation:** The Park's strategic location at a primary trailhead establishes it as a pivotal access point for recreational activities. With 58 designated parking spaces, the Park aims to accommodate families, hikers, and nature enthusiasts, fostering a space for shared experiences and community engagement.
3. **Educational Initiatives:** A key goal of this project is to promote education through hands-on experiences in a natural setting. The Park will serve as an outdoor educational facility,

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allowing visitors to explore the vital role of pollinators. Monarch butterflies will be a central focus, highlighting resilience, transformation, and ecological interdependence.

4. **Community Collaboration:** This initiative is rooted in a collaborative partnership with local stakeholders. The Parties will seek to engage local stakeholders so that our joint efforts may create a unique community asset that fosters environmental appreciation and local unity.
5. **Recognition Opportunities:** To acknowledge the community's collaboration and contributions to this initiative, organizational logos, and individual names will be prominently displayed on a permanent sign or monument within the park. This recognition will highlight their commitment and serve as a lasting testament to our shared vision for the project and the importance of community involvement.

Agreement Terms:

1. The EMNWA and its partners utilize sustainable materials, typically lasting ten (10) or more years. If an amenity provided by the EMNWA or its partners fails before its average lifespan, and the failure is not due to vandalism, accidental damage by humans or their equipment, or drainage issues, the EMNWA will actively seek a solution to either replace or repair the amenity.
2. The EMNWA shall maintain and uphold its General Liability Insurance Coverage with limits set at \$1,000,000 per occurrence and \$2,000,000 in the aggregate adding the City as an additional insured. This coverage shall remain current and in good standing throughout the project. If the Parties continue the project beyond Phase 1, EMNWA shall continue to maintain the coverage throughout any additional phases.
3. **Sidewalk Installation:** The EMNWA, along with its licensed sponsors, Rhino Concrete Construction, INC and American Eagle Ready Mix, shall be responsible for installing sidewalks as depicted in the approved concept plans, ensuring full compliance with the Americans with Disabilities Act (ADA) guidelines and City standards outlined in Eagle Mountain Municipal Code Chapter 15.65. Should City request modifications to the initial concept plan, the EMNWA agrees to furnish no more than the equivalent of three hundred two (302) linear feet of concrete sidewalk at a depth of six (6) inches, forty (40) inches wide, and with a base of six (6) inches of compacted crushed gravel road base.
4. **Garden Beds:** The EMNWA will purchase and install Vego modular modern gray metal raised garden beds, each measuring 17" high x 4' wide X 8' long, as depicted on the landscape plan. A minimum 4" layer of crushed gravel shall be placed under each bed to promote water drainage and extend the longevity of the garden bed.

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5. Additional Sponsorships: Subject to the approval of City Staff, the EMNWA has identified additional sponsors willing to contribute various elements, including, but not limited to, stainless steel planter boxes designated for the military area, structural steel for the entrance arbor, and stainless-steel artwork.
6. Maintenance Events: The EMNWA will conduct at least three annual maintenance events to facilitate the weeding and general upkeep of the planter boxes in Remembrance Park's initial phase.
7. Funding and Donations: The EMNWA will continue to engage with City to secure funding for additional elements of Remembrance Park through third-party donations, fundraising initiatives, and grant applications.
8. Volunteer Efforts: Volunteers from the EMNWA, and other community organizations shall participate in the construction of planter boxes, the distribution of soil, rock, and mulch, and the planting of approved vegetation. For any volunteers conducting work on City property, EMNWA shall insure that prior to commencing volunteer service they execute the volunteer service agreement and waiver of liability attached hereto and incorporated herein as Exhibit A. EMNWA shall supervise all volunteer efforts.
9. Monarch Butterfly Waystation: The EMNWA will allocate funds from the Meta Community Fund Grant to provide a twenty-four-inch by thirty-six inch (24" x 36") interpretive sign for the Monarch Butterfly Waystation, contingent upon approval from City Staff. Additionally, the EMNWA will complete all necessary documentation to obtain official recognition of Remembrance Park as a Monarch Butterfly Waystation.
10. Flagpole Installation and Maintenance: The EMNWA, in collaboration with the American Legion Post 111, will continue fundraising for a twenty-five-foot (25') commercial-grade flagpole. This flagpole will feature an internal winch and a locked key mechanism and will be installed by Flag Poles for a Cause. The American Legion Post 111, along with its associated scout troops, has agreed to maintain the United States flag and will handle the raising and lowering of the flag during federal days of respect, mourning, or distress. If the American Legion Post 111 or associated scout troops fail to perform the duties outlined in this Section, the EMNWA shall perform these requirements at City's request.
11. Irrigation: City will conduct any modifications it deems necessary in its sole discretion to the existing irrigation system to promote optimal plant and tree watering efficiency. The city will remain responsible for its ongoing maintenance and operational expenses.
12. Tree Maintenance: The City Parks director or designee will oversee the maintenance of all trees, with planting assistance from EMNWA and their volunteers.

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13. Park Amenities and General Maintenance: City will manage all park amenities unless otherwise specified in this agreement or a written future agreement. The city will also perform general maintenance.
14. The City and the EMNWA shall continue to collaborate regarding the subsequent phases of the design, funding, and installation of additional amenities for Remembrance Park, contingent upon approval by the City Council.
15. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63G-7-101, et seq.*) (the "**Immunity Act**"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does the City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.
16. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
17. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument.
18. All signed counterparts shall be deemed to be one original.
19. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
20. This Agreement may not be modified except by an instrument in writing signed by both Parties.
21. All recitals and project scope statements are expressly made a part of this Agreement as though completely set forth in the body of this Agreement.
22. The Parties do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

[Signatures on following page]

The Eagle Mountain Nature and Wildlife Alliance

PO Box 400 * Cedar Fort, UT 84013

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IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date written below.

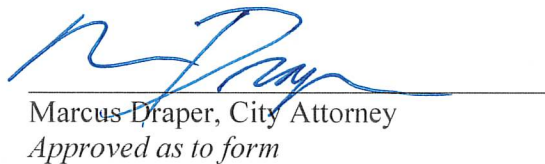
Dated this 1 day of July, 2025.

EAGLE MOUNTAIN CITY


Tom Westmoreland, Mayor

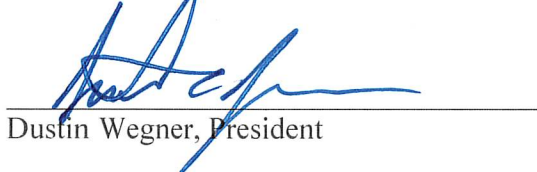
ATTEST:


Gina Olsen, City Recorder


Marcus Draper, City Attorney
Approved as to form



EAGLE MOUNTAIN NATURE AND WILDLIFE ALLIANCE


Dustin Wegner, President

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the 11 day of July, 2025, personally appeared before me DUSTIN WEGNER duly sworn, did say that he is the President of **EAGLE MOUNTAIN NATURE AND WILDLIFE ALLIANCE**, a Utah nonprofit corporation and that the foregoing instrument was duly authorized by the company in accordance with its operating agreement and signed in behalf of said company.


NOTARY PUBLIC



LOW WATER AREA ONCE PLANTS ARE ESTABLISHED ONCE PER WEEK OR EVEN EVERY OTHER WEEK

WE DO NOT HAVE BIKE TRAILS ENTERING PHASE 1/4
DRIP IRRIGATION IN GROUND, LOW MAINTENANCE
IN-LINE DRIP IS THE BEST OPTION FOR PLANTING GRASSES AND WILDFLOWERS

LIGHT POLE
LARGER STRUCTURES IN NORTHERN PART OF PHASE
ALL BE TIED BASED ON BASED DIMS, MATERIALS AVAILABLE
FEE DO NOT HAVE ONE TRAIL ENTERING PHASE 1/4
DRIP IRRIGATION IN GROUND, LOW MAINTENANCE
IN-LINE DRIP IS THE BEST OPTION FOR PLANTING GRASSES AND WILDFLOWERS

560' WITH INFO
EXTRA RETAINING MAY BE NEEDED ON THIS SIDE OR THROUGH
THE CONCRETE PATHS TO ACT AS A GROUND LEVELER
PLANTING AREA OPEN TO CITY RECOMMENDATIONS ON WHAT SHOULD BE HERE
BE FLAGPOLE, SIGN, STATUE, ETC
FLAG OR SIGN

FEEDAL HALL
560' WITH INFO
PLANTING AREA
CLOVER AND MUD-LANDER SEEDY

COVERED SEATING AREA
IF CITY REQUESTS SEATING, IT WILL BE SOLAR
UNLESS CITY IS WILLING TO INSTALL POWER

8'X5' PAD CONCRETE
DEPTH OF CONCRETE WILL BE 6" AS PER REQUIREMENT
980 SQFT CONCRETE 294'X40' PATHS
6" GRAVEL UNDER SIDEWALK
10 LINEAR FEET FENCING BY PARKING LOT
12 RAISED BOXES- 3'X8'
75% SOFT FLOWER BEDS- 3' DEEP OF COMPOST

LIGHT POLE
ALL LIGHT POLES REFERENCED WILL BE SOLAR
UNLESS CITY IS WILLING TO INSTALL POWER
IF CITY REQUESTS SEATING, IT WILL BE SOLAR
UNLESS CITY IS WILLING TO INSTALL POWER
IN-LINE DRIP IS THE BEST OPTION FOR PLANTING GRASSES AND WILDFLOWERS
FENCING BETWEEN PARKING LOT AND PHASE 1-1 RETAIL AND HOOD LOOK
POSSIBILITY OF CITY HELPING WITH COSTS

ON THE GROUND:
BLUESTEM
MILKWEED
LEMON BALM
MOONSHINE YARROW
WHEATGRASS
BLUE GRAMA
WILDRYE

EDEN'S GARDEN DESIGN



NORTH



REMEMBRANCE PARK EAGLE MOUNTAIN CITY
HIDDEN VALLEY TRAIL HEAD
SCALE: 1" = 10'
DATE: FEB 2025
DRAWN: J

RAMP UP TO THE

2000

MOONSHINE YARROW
WHEATGRASS
BLUE GRAMA
III DRYE