

RESOLUTION NO. R- 68 -2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH
APPROVING A REIMBURSEMENT AGREEMENT FOR CROSSWALK ACCESS AT
WOODHAVEN BOULEVARD AND PONY EXPRESS PARKWAY

PREAMBLE

WHEREAS, the City Council directed staff to provide a crosswalk at the intersection of Woodhaven Boulevard and Pony Express Parkway to improve pedestrian safety; and

WHEREAS, the Rider's Station development is in the planning stages and will be located near the intersection and coordination with the developer was necessary to complete the improvements; and

WHEREAS, the City and the developer have negotiated a reimbursement agreement to allocate responsibilities and costs for the improvements; and

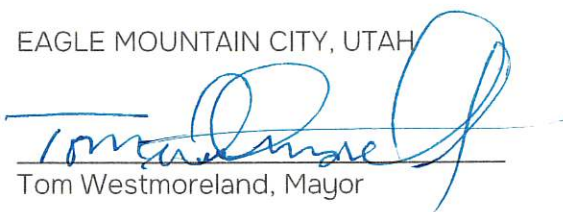
WHEREAS, the City Council finds it in the public interest to approve the reimbursement agreement;

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

1. The Reimbursement Agreement for Crosswalk Access at Woodhaven Boulevard and Pony Express Parkway which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved, and the Mayor is authorized to execute the agreement on behalf of the City.
2. This Resolution shall become effective immediately upon its passing.

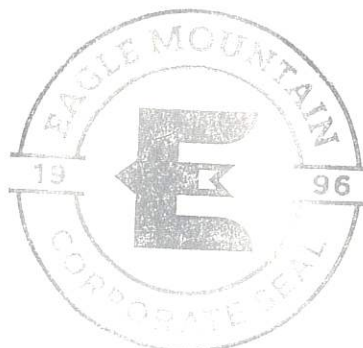
ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of October 2025.

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 7th day of October, 2025.

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




Gina L. Olsen, CMC
City Recorder

EXHIBIT A

REIMBURSEMENT AGREEMENT

(Pony Express Parkway – Woodhaven Boulevard Intersection)

This Reimbursement Agreement (this “**Agreement**”) is entered into as of the date last executed below (the “**Effective Date**”) by and among Eagle Mountain City, a municipal corporation of the State of Utah (the “**City**”); and Unified Business Alliance, a Utah limited liability company (“**Developer**”). City and Developer are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Developer is currently constructing infrastructure improvements (“**Construction**”) near the Pony Express Parkway and Woodhaven Boulevard intersection (“**Intersection**”) as part of an active development.

B. City desires to construct improvements in or near the Intersection that will include realigning the asphalt trail, adding retaining wall, building up the existing grade, constructing concrete ADA pedestrian ramp (“**Improvements**”) as depicted in Exhibit A.

C. It is the intent of the Parties that, upon the terms and conditions set forth herein, the Developer will complete the Improvements, and that the City will reimburse Developer for the costs related to the construction of the Improvements.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows.

AGREEMENT

1. **Recitals.** The above-stated recitals are incorporated herein as part of this Agreement.
2. **Improvements.** Developer will construct and install, or cause to be constructed and installed, in accordance with all applicable City standards as outlined in Eagle Mountain Municipal Code. The curb ramp at the southwest corner of Pony Express Parkway and Woodhaven Boulevard has been designed per Eagle Mountain City direction to tie into existing curb, gutter, and roadway grades without altering existing asphalt or curb. Due to fixed elevations and grades, full ADA compliance is technically infeasible. Eagle Mountain City has reviewed, approved, and accepted the design as shown in Exhibit A, and assumes all responsibility and liability. The initial costs for the Improvements will be borne by Developer and shall be reimbursed by the City upon completion of the Improvements, and upon the inspection and acceptance of the same by the City. Upon completion and acceptance by the City of the Improvements, the City shall thereafter own and maintain the Improvements in their entirety, subject to reimbursement to Developer as set forth herein.
3. **Determination of Reimbursable Costs.** Subject to the terms and conditions of this Agreement, the City shall reimburse Developer for the actual costs and expenses associated with the Improvements (the “**Reimbursable Costs**”) identified in Exhibit B (the “**Cost Estimate**”). As of the date of this Agreement, the Reimbursable Costs are estimated to be \$24,850.00.
 - 3.1. **Estimated Costs.** The Cost Estimate depicts the estimated costs of the Improvements broken down by “*Item #*” (individually an “**Item**”). The Parties acknowledge that the Cost Estimate reflects only the *estimated* costs of the Improvements as of the date of this Agreement and that the actual costs may be higher/lower than as detailed therein.
 - 3.2. **True-Up of Actual Costs.** When Developer completes any individual Item and the actual costs of that individual Item are known, the amounts itemized in the Cost Estimate shall be adjusted to reflect the actual costs of each Item and the City shall be obligated to reimburse Developer for the actual costs of each Item.

3.3. **Increase to Reimbursable Costs.** Developer agrees to notify City if there are any cost increases to any Item(s). In connection therewith, Developer shall provide City with any accompanying change order(s), documentation, or other information that highlights the basis for any such cost increases. The City shall reimburse Developer for any increase in costs that are reasonably necessary to complete the Improvements, subject to the provisions of this Agreement.

3.4. **City Review of Reimbursable Costs.** The City represents that the City Engineer has reviewed the Cost Estimates and has determined that it accurately and fairly reflects the anticipated costs of the Improvements.

4. **Developer's Representations.** In conjunction with the submission of any and all invoices to the City for the actual costs of the Improvements, Developer represents and warrants to the City the following:

4.1. All Reimbursable Costs were procured through arms-length transactions;

4.2. Developer, or its principals or affiliates, do not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in any invoices;

4.3. To the best of Developer's knowledge, the invoices are true and accurate invoices for the actual costs of the Improvements;

4.4. Developer has not requested or been provided any kickbacks or reimbursements in exchange for Developer accepting or agreeing to the invoices;

4.5. If any contractors or entities providing materials or services reflected in the invoice provide other materials or services to Developer (or Developer's principals or affiliates), Developer has not requested or been provided any discount on other materials or services in exchange for Developer utilizing such contractors or entities for the Improvements; and

4.6. The Reimbursable Costs do not include any administrative fees, construction management fees, insurance costs, licensing fees, or attorney fees for Developer or its principals or affiliates.

5. **Review of Actual Expenditures.** Prior to any reimbursement by the City for the Reimbursable Costs, City may require that Developer submit additional information or detail regarding all material, labor, and equipment costs (the "**Cost Breakdown**"). Developer shall include invoices or receipts from all third parties providing material, labor, or equipment for the Improvements. Developer, either directly or through any affiliated company or subsidiary, shall not include or be entitled to any administrative fees, management fees, mark-up on any material, labor, or equipment. If the City disputes any of the costs or amounts included in the Cost Breakdown, City may either request additional information from Developer or provide to Developer a written response detailing the costs or amount that City disputes and an explanation for City not accepting such costs or amounts.

6. **Reimbursement Payments.** Subject to the other terms and conditions of this Agreement, City covenants and agrees to reimburse Developer for any amounts owed Developer hereunder within thirty (30) days of the receipt of an invoice and a request for reimbursement. No interest will accrue on the amounts to be reimbursed to Developer. Reimbursement payments will be made by the City to Developer until Developer has been reimbursed in full (without interest).

7. **Remedies.** Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO SELLER, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

8. General Provisions.

8.1. **Governmental Immunity.** 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 City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

8.2. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

8.3. **Counterparts.** 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. All signed counterparts shall be deemed to be one original.

8.4. **Severability.** 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.

8.5. **Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either Party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

8.6. **Cumulative Remedies.** The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

8.7. **Amendment.** This Agreement may not be modified or amended except by any instrument in writing signed by both Parties.

8.8. **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

8.9. **Exhibits.** All exhibits attached hereto are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

8.10. **Attorney Fees.** If any Party is required to engage the services of counsel by reason of the default of the other Parties, the non-defaulting Party shall be entitled to receive its costs and actual attorney fees, both before and after judgment and whether or not suit be filed, or the provisions of this Agreement be enforced through mediation or arbitration.

8.11. **No Third-Party Beneficiaries.** Enforcement of the terms of this Agreement is reserved to the Parties and their respective successors and assigns, and nothing contained herein provides any claim, benefit, or right of action for enforcement to any other person or entity not a party hereto.

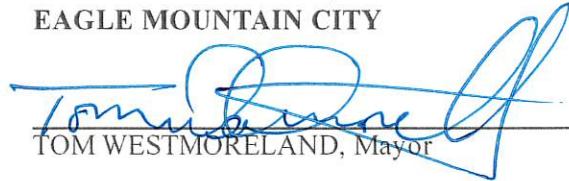
8.12. **No Partnership.** The Parties do not by this Agreement in any way or for any purpose become partners or joint ventures with each other.

8.13. **Assignability.** The rights and responsibilities of Seller under this Agreement may not be assigned in whole or in part by Seller without the written consent of the City. Notwithstanding the foregoing, Seller may assign its rights and obligations under this Agreement to any entity that controls, is controlled by or is under common control with Seller (and upon such assignment the assigning entity shall be relieved of its covenants, commitments, and obligations hereunder).

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed by the City below.

EAGLE MOUNTAIN CITY


TOM WESTMORELAND, Mayor

October 9, 2025
DATE

ATTEST


GINA L. OLSEN, City Recorder


MARCUS DRAPER, City Attorney
Approved as to form



UNIFIED BUSINESS ALLIANCE LLC
A UTAH LIMITED LIABILITY COMPANY

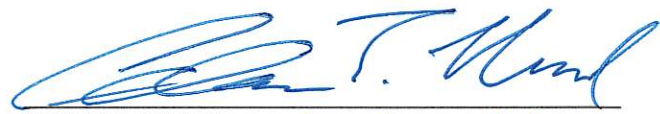

SIGNER, TITLE *Development Manager*

EXHIBIT A

SW Corner Improvements Design

EXHIBIT B

Bid for SW Corner Improvements

<i>Site Work</i>	<i>\$15,640</i>
<i>Concrete</i>	<i>\$5,660</i>
<i>Landscaping</i>	<i>\$3,550</i>
<i>TOTAL</i>	<i>\$24,850</i>



SIRI
CONTRACTING

SIRI CONTRACTING, LLC
142 N 1800 W SUITE 800
LINDON, UT 84042
801-386-3008

BID PROPOSAL

Project Name: Rider's Station Intersection

Location: Saratoga Springs, UT

Submitted To: Adam Hurd

Company: Brix Construction

Date: August 13, 2025

Estimator: Kyle Van Lindt

SCOPE OF WORK: SITE WORK

ITEM NO.	EARTHWORK ITEM DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT
SCOPE OF WORK:					
1	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
2	Traffic Control	1.00	LS	\$2,500.00	\$2,500.00
3	Street Sweeping	10.00	HRS	\$300.00	\$3,000.00
4	Clear/Grub and Haul Off	15.00	CY	\$70.00	\$1,050.00
5	Import and Place Structural Fill to Subgrade Elevations	25.00	TN	\$60.00	\$1,500.00
6	Sidewalk Grading	240.00	SF	\$5.00	\$1,200.00
7	Import and Place Road Base Under Sidewalk	10.00	TN	\$65.00	\$650.00
8	Fine Grade for Landscape Areas	370.00	SF	\$2.00	\$740.00
Earthwork Total:					\$15,640.00

Total Project: \$15,640.00

EXCLUSIONS:

- 1 Survey, layout, construction staking, grade verification, engineering
- 2 Testing, Dewatering
- 3 Building Permits and fees
- 4 Hazardous Material, Debris Handling and Disposal

SPECIAL PROVISIONS:

- 1 Water required for compaction and dust control will be available on-site at no charge.
- 2 All on-site excavated material is considered suitable for use as structural backfill.
- 3 Any insurance requirements over \$2 Million will be extra and are not included in the base price.
- 4 This bid proposal excludes winter conditions costs and snow / frost removal or replacement with dry structural fill.
- 5 Light poles, electrical trenches and bollards are by others.
- 6 This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- 7 This bid is based on the cost of fuel and oil prices on bid day. Any increase in oil prices will be passed through to the owner.
- 8 Siri Contracting retains all salvage rights on the demolition at the condition during the bidding process.
- 9 This bid is based on a site visit and plans by
- 10 Earthwork quantities calculated from drawings listed above. No other survey or measurement were performed.
- 11 This bid is valid for 30 days from date of bid.
- 12
- 13
- 14
- 15
- 16

Landscaping Estimate

PD Pascal Duport <rcotsabc123@gmail.com>
To: Adam Hurd

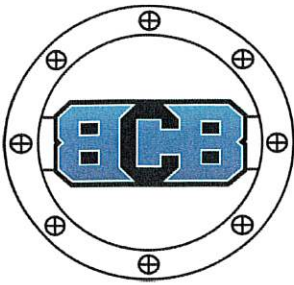
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Wed 8/20/2025 7:08 AM

Total \$3550

Sod removal/haul off \$385
5 ounce Fabric \$190
Gravel @ 4" thick \$900
Sprinkler \$200
12 concrete curbing \$120
Plant material \$1750
6 @ yew
2 @ globe spruce
3 @ rosy glow barberry
7 @ Japanese grass
6 @ Karl Forester grass
NO TREES figured

...

↩️ Reply ➡️ Forward

**BLUE COLLAR BUILDERS INC**

782 S River Rd # 353
St George, UT 84790 US
+14354144320
office@bluecollarbuilders.us

Estimate**ADDRESS**

UAB Development
UBA Development

ESTIMATE #	DATE	EXPIRATION DATE
5653	09/05/2025	09/30/2025

P.O. NUMBER
ADA Concrete

SALES REP
William Naylor

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Ada Ramp	1	5,660.00	5,660.00
	ADA ramp and side walk			
		TOTAL		\$5,660.00

Accepted By

Accepted Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company 6550 S Millrock, Suite #300 Salt Lake City UT 84121	CONTACT NAME: Saundra Hardy PHONE (A/C, No, Ext): 801-937-6767 FAX (A/C, No): 801-937-6710 E-MAIL ADDRESS: saundra@buckner.com
INSURED URE Fund I - Rider's Station, LLC 3400 W Mayflower Ave. Suite 350 Lehi UT 84043	INSURER(S) AFFORDING COVERAGE INSURER A : Auto-Owners Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
License#: 92480 UREFUND-01	NAIC # 18988

COVERAGES**CERTIFICATE NUMBER:** 1533672923**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			57534908	11/13/2024	11/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5353492300	11/13/2024	11/13/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following are Additional Insureds per the attached forms: Eagle Mountain City

CERTIFICATE HOLDER**CANCELLATION**

Eagle Mountain City 1650 Stagecoach Run Eagle Mountain UT 84005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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