

**AGENDA**  
**HIGHLAND CITY COUNCIL MEETING**  
**July 15, 2014**

**7:00 p.m. Regular City Council Session**  
Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

**7:00 P.M. REGULAR SESSION – CITY COUNCIL CHAMBERS**

CALL TO ORDER – Mayor Mark Thompson  
INVOCATION – Tim Irwin  
PLEDGE OF ALLEGIANCE – Mayor Mark Thompson

**APPEARANCES**

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

**CONSENT**

- 2. MOTION: Approval of Meeting Minutes for City Council Work Session – June 3, 2014**
- 3. MOTION: Approval of Meeting Minutes for City Council Regular Session – June 3, 2014**
- 4. MOTION: Approval of Meeting Minutes for City Council Tour – June 12, 2014**
- 5. MOTION: Ratifying the Mayor’s Appointments to the Highland City Beautification Committee – Laura Dawson, Ginger Ford, Mary Ann Jenkins, Judy Clayton and Denise Nydegger.**
- 6. MOTION: Ratifying the Mayor’s Appointments to the Highland City Economic Development Committee – Roger Dixon, Jon McDaniel and Manuel Bueno.**
- 7. MOTION: Final Plat Approval – Highland Fields**
- 8. MOTION: Approval of Amended Contract with Highland Town Plaza, LLC (WPI) – the purchase of 0.36 acres and a 0.178 acre easement known as the Highland Water Company Building.**
- 9. MOTION: Ratifying the Mayor’s Appointment to the Highland Library Board – Tim Irwin**

## ACTION ITEMS

10. **ORDINANCE: Amending Section 2.36.060 of the Highland City Municipal Code** – Authority of the Community Tree Commission
11. **RESOLUTION: Ratifying the Mayor’s Appointment as Alternate on the Lone Peak Public Safety Board** - Rod Mann
12. **MOTION: Bull River Trail Easement**– Brian Kapp property

## MAYOR/ CITY COUNCIL & STAFF COMMUNICATION ITEMS

13. **Report** – Road Maintenance Plan Introduction and Distribution
14. **Report** – Water Board
15. **Discussion** - Committee Assignments

## ADJOURN TO A CLOSED EXECUTIVE SESSION

- The sale of real property  
Pursuant to Section 52-4-205(1)(e) of the Utah State Code Annotated.

## RECONVENE CITY COUNCIL MEETING

## ADJOURNMENT

*(These items are for information purposes only.)*

Description	Requested/Owner	Due Date	Status
Funding plan for Capital Facilities Plan update and certified impact fee.	City Council Nathan Crane	Sept. 2014	In Progress
5 Year Road Maintenance Plan for FY 14-15 <i>Budget for Maintenance Plan</i>	City Council		In Progress
Parks Presentation	City Council Nathan Crane	Oct. 2014	In Progress
Road Capital Improvement Plan for FY 15-16 <i>Prioritize and Communicate to Residents</i>	City Council	Fall 2014	

## CERTIFICATE OF POSTING

The undersigned duly appointed City Recorder does hereby certify that on this **8<sup>th</sup> day of July, 2014**, the above agenda was posted in three public places within Highland City limits. Agenda also posted on State (<http://pmn.utah.gov>) and City websites ([www.highlandcity.org](http://www.highlandcity.org)).

JOD'ANN BATES, City Recorder

- In accordance with the Americans with Disabilities Act, Highland City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-772-4505, at least 3 days in advance to the meeting.
- The order of agenda items may change to accommodate the needs of the City Council, the staff and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.

**THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.**

MINUTES  
HIGHLAND CITY COUNCIL WORK SESSION  
Tuesday, June 3, 2014

Highland City Council Chambers, 5400 West Civic Center Drive, Highland, Utah 84003

**PRESENT:** Mayor Mark Thompson, Conducting  
Councilmember Brian Braithwaite  
Councilmember Rod Mann  
Councilmember Tim Irwin  
Councilmember Dennis LeBaron  
Councilmember Jessie Schoenfeld

**STAFF PRESENT:** Aaron Palmer, City Administrator  
JoD’Ann Bates, Executive Secretary/ Recorder  
Nathan Crane, Community Development Director  
Gary LeCheminant, Finance Director  
Tim Merrill, City Attorney  
Shannon Garlick, Secretary

2014-2015 FISCAL YEAR WORK SESSION

The meeting was called to order by Mayor Mark Thompson as a work session at 7:22 p.m. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

DISCUSSION:

Gary LeCheminant reviewed some of the highlights of items he has entered into the 2014-2015 proposed budget based on input from previous meeting. Those are as follows:  
\$20,000 in tree revenue,  
\$500 in City Beautification,  
\$1,000 in Economic Development,  
Increased the Website by \$6,000  
Increased the Office Supplies by \$3,000  
Left the Court untouched,  
Attorney was adjusted reducing it by \$9,750.  
Gary stated the Lone Peak Public Safety Boards approved their budgets and they are being rolled over into the budget.  
Left the pruning/fertilizer amounts at \$25,000,  
Reduces \$25,000 in the Community Center budget, still leaving \$25,000., and  
He removed the Vactor from the budget.

# DRAFT

1 Rod Mann questioned if it is right for the City to make charitable contributions. He stated if the  
2 City does, then they lose the benefit of connecting with the group they are contributing to and the  
3 group loses the personal connection with the residents of whom they are serving. He stated he  
4 would like to make the residents aware of where they can donate and what those funds can go to,  
5 but not to make the donations for them. He feels things like the pageants should be addressed as  
6 donations. He feels that in the case of the pageants, it is an individual that benefits by receiving  
7 a scholarship rather than the community benefiting from a donation of an Eagle Scout or  
8 Foundation project.

9  
10 Brian Braithwaite asked Rod to clarify what it is he is asking. If the City wants a park and the  
11 Highland Foundation wants to put in the park, then are they contributing to the city or to the  
12 foundation?

13  
14 Jessie Schoenfeld stated the pageant winners donate time and services back to the City, and they  
15 represent out city out is other venues.

16  
17 Brian Braithwaite stated they would to know exactly what needs to be done at the Community  
18 Center and pull out the things that could wait another year like tables and chairs. Carpet and the  
19 roof sounds like they need to be looked at getting fixed.

20  
21 Gary LeCheminant stated his understanding is they would do a minor roof repair, replace the  
22 carpet, and do approximately \$5,000 worth of repairs asked for by the insurance company. He  
23 concluded upon the approval of the Council he would move \$200,000 from the General Surplus  
24 into the Capital Road Fund. That would make the account \$500,000. Normally they take about  
25 \$300,000 from the B&C funds, and using the \$200,000 from General Fund Surplus puts it at  
26 \$500,000.

27  
28 Tim Irwin stated they need to identify the needs versus the need to have's. He feels the pageants  
29 are nice, but he feels the City does not need to donate to them. He feels the Highland Fling is  
30 nice to have but it needs to be self-funded. He stated there are a lot of things that are nice to  
31 have, but are not necessities, and they need to be discussed by the Council. He stated funding for  
32 a 401K in addition to the other contributions that we make for the employees is a nice thing to  
33 do, is it a need? He feels this is something the Council needs to discuss. Memberships in all the  
34 organizations, do we need to contribute to all of them? We have a 3% salary increase in the  
35 budget, is that necessary? Is it going to ne 1%? 2%? He is all for taking care of the employees  
36 and they should but as a council they need to discuss the justification for the 3%. Maybe it  
37 should be 4% or 5%. He stated the court increase needs to have a discussion along with whether  
38 or not the City needs a Justice Court. He stated there may be some staffing changes at the city  
39 offices that may give the Council an opportunity to look at the structure and how it should be  
40 structured and maybe there could be some differences as it relates to the city structure itself. He  
41 feels those are the things the Council should be discussing so they can have the appropriate  
42 direction and background to make good decisions. He concluded they need to look at the nice to  
43 have items versus the need to have.

# DRAFT

1 Dennis LeBaron stated if they transfer \$200,000 from the General Fund, then they will still be at  
2 500,000. for roads?

3  
4 Gary LeCheminant stated he is correct they would be running negative to afford the \$500,000 so  
5 that would go towards that amount to keep them from going further into debt.

6  
7 Discussion ensued regarding road funds and Capital vs General funds.

8  
9 Brian Braithwaite questioned regarding raising the pressurized irrigation revenue. He continued  
10 that each fund is supposed to be self-funding and they need to look at the pressurized irrigation  
11 fund sooner rather than later because it has an impact on the budget. It is also his understanding  
12 that there is also going to be an increase in sewer fees from TSSD as of July 1<sup>st</sup>.

13  
14 Gary LeCheminant stated he is working on the PI fee, but has not completed the spreadsheet. He  
15 commented the sewer fees go directly to a liability account. He stated they don't go into a  
16 revenue account.

17  
18 Brian Braithwaite stated the City needs to make they adjust for that increase. There is a portion  
19 of that money that stays with the City and we need to make sure that fee is still keeping us  
20 whole. If they increase their fee we need to make sure we need to increase that to keep it whole  
21 and he doesn't see that in our sewer fees.

22  
23 Gary LeCheminant stated he will look into that and get back with the Council on that issue.

24  
25 Discussion ensued.

26  
27 Mayor Thompson stated a big share of the discrepancy in the budge for the pressurized irrigation  
28 is the purchase of water relevant to the enclosure of the Murdock Canal in to a pipeline. He  
29 believes that is being mishandled in the fact that is not something that was applied to the water  
30 that was surrendered by each home owner or developer for new development after the agreement  
31 was assigned. It is a new water right, it was never being delivered, because it was being lost.  
32 Therefore we picked up and additional water right that we can sale, and that's the way we ought  
33 to treat it. He feels it should not be tied to the pressurized irrigation operating fund because it's  
34 additional water. They need to look at that issue and determine how they want to deal with that  
35 expense because it is a rather large one.

36  
37 Brian Braithwaite asked if it was similar to the TSSD where they expanded in order to handle  
38 more. Isn't this a purchase so that the pressurized irrigation can handle more residents coming  
39 and so it really is an expense to the pressurized irrigation?

40  
41 Mayor Thompson responded that each individual lot has to provide that water. You can't  
42 eliminate them from providing the water because our contract is that if you come, you want  
43 service, you provide water, or you buy from the pool that we have collectively purchased. Do  
44 we have adequate water for the parks that we have acquired? He doesn't know. But to say that  
45 because we have done this they get an increase in their availability to water is incorrect. They

# DRAFT

1 surrendered 3 acre feet on an average year by the water stock they surrendered and they are not  
2 entitled to additional water that we purchased as a city. That is water that can be contributed to  
3 growth and that needs to be paid for. That would reduce a portion of the pressurized irrigation  
4 budget. It would be much cleaner to handle it that way than to add onto it. He concluded they  
5 are addressing this issue at the next Water Board meeting and will bring back a proposal to the  
6 Council.

7  
8 Rod Mann questioned allocating some of the money from the enterprise fund to the road funds,  
9 and what would be the formula they would use to figure out what that amount would be.

10  
11 Mayor Thompson stated he believes that each utility ought to contribute a certain amount based  
12 on their exposure. That will change year to year but he feels that each utility ought to attach to  
13 their fee structure a portion that goes to the road. In the case of each utility he feels they are  
14 similar.

15  
16 Tim Irwin wanted to clarify his understanding in that the Mayor would rather have that than an  
17 actual cost. So when a utility has to go out in to the road and there is a repair, that cost is then  
18 funneled back into the road fund and he is suggesting to have a flat percentage amount.

19  
20 Brian Braithwaite stated he likes the percentage idea because it is a transparent concept.

21  
22 Rod Mann stated there is a line item that says transfer to Capital Improvements in each fund, and  
23 it is at zero right now.

24  
25 Dennis LeBaron suggested they start with 1-2% this year and track it, then make the adjustment  
26 next year.

27  
28 Tim Irwin clarified the percentage would be of their bill. He asked to have staff put a percentage  
29 together for those funds and a contribution.

30  
31 Mayor Thompson stated there are also private utilities, but they would need to follow a different  
32 process with those.

33  
34 Tim Irwin stated those utilities already give money to the cities.

35  
36 Rod Mann suggested in the funds that are positive, the City use those reserves rather than  
37 charging the residents more. He stated he agrees the funds should be paying for what they really  
38 cost.

39  
40 Dennis LeBaron stated the Lone Peak Public Safety Board approved the increase to their budget  
41 and questioned if the City has any say in that increase.

42  
43 Brian Braithwaite stated not everything that was asked for was approved for the police, but the  
44 fire was approved as is. He stated that he, Tim, and the Mayor are on the Board and were part of

# DRAFT

1 the discussion. He stated the City does not have to approve it, but three of them have already  
2 approved it, so if the City doesn't, it puts them in an awkward situation.

3  
4 Discussion ensued regarding details that were approved for the Lone Peak Public Safety budget.

5  
6 Jessie Schoenfeld stated if there is the \$200,000 going toward the roads, how much would be in  
7 the funds for roads.

8  
9 Gary LeCheminant stated in the past couple of years they have been transferring \$300,000 from  
10 the General Fund but they have \$500,000 in expenses, so they have been running negative. He  
11 stated the positive was in hopes of the sale of the homes the city owns along 4800 West which  
12 will go back to the road fund.

13  
14 Aaron Palmer clarified the sale of the two homes along 4800 West will go to the Capital Road  
15 fund and the others homes in Pheasant Hollow, when sold the proceeds have to go to the County.

16  
17 Discussion ensued regarding the status of the sale of the homes.

18  
19 Jessie Schoenfeld stated one argument she has is that well all think it is important to have nice  
20 roads but we have to remember the citizens did not vote for a tax increase and they vote for a  
21 road fee. She doesn't thing the citizen's care, so why should the Council care? They don't care.

22  
23 Tim Irwin replied he feels that the citizens want them to manage the money they have in a more  
24 fugal way rather than going out and asking for additional money. He feels that there are people  
25 out there that think the roads are just fine. But there are a lot of those that think we need to do  
26 the work that needs to happen for them to be maintained. They will deteriorate if they don't do  
27 some of the work. He understands the frustration Jessie is stating. It's easy to raise fees but  
28 harder to go into the budget and talk about nice to have's versus need to have's.

29  
30 Dennis LeBaron stated some citizens do expect us to look at what we have in the budget and trim  
31 areas that may be nice to have's and apply that savings to roads.

32  
33 Jessie Schoenfeld stated the amount for the pageant is 1/5000<sup>th</sup> of the budget which will not  
34 make a big difference to the roads, but will make a difference to the individuals.

35  
36 Tim Irwin stated that it is a matter of principal, and that it doesn't seem like a large amount, but  
37 it increases at the state level and the federal level.

38  
39 Jessie Schoenfeld stated you cannot compare federal level spending with city government  
40 spending. This is people's lives, this is where they live, and this is where they have to have these  
41 services. This is where we have to have family values and things that make this a city where  
42 people are happy, where people feel like they are part of the community where there is concern  
43 and all those kinds of things. Maybe a bumpy road comes into that but the employees and their  
44 benefits and how they feel about working here, the people that live here and how we support  
45 them in their extracurricular activities, how we fix the parks, and their nice beautifications, that is

# DRAFT

1 what makes people satisfied. If you cut that too much you are going to have dissatisfied  
2 residents, very dissatisfied employees. We have cut their benefits to bare bones, we cut them last  
3 year and she feels they are cutting into people's souls, lives, livelihood and happiness. She does  
4 not mean to make this frivolous. She is serious about them wanting to be happy and living here  
5 and having this be a good family value community.

6  
7 Tim Irwin clarified that her view is that government can make people happy?

8  
9 Jessie Schoenfeld responded that yes, city government can by what they do and what service  
10 they provide.

11  
12 Dennis LeBaron stated they can argue what is essential or not, but they need to look at ways to  
13 fund the roads. He stated he is not looking to cut small ticket items, but the large ones that will  
14 make a difference. He questioned regarding the court costs and why they need a bailiff and why  
15 both the public defender and prosecutor costs have gone up.

16  
17 JoD'Ann Bates stated the court has always had a bailiff. State law requires court have a bailiff to  
18 stand between the judge and the defendant for security purposes. The police officer that acts as  
19 the bailiff on court days, their funds for that day had previously been coming from the police, so  
20 they are reallocating the funds for that one day to come from the court cost, because that is where  
21 they are for that one day a week.

22  
23 Tim Irwin stated that information would have been helpful to know for the police budget. He  
24 feels those funds could help offset the funds of an officer.

25  
26 JoD'Ann Bates stated they had purchased a metal detector several years ago that they cannot use,  
27 because they need a security officer to man that and search backpacks as part of their security  
28 plan.

29  
30 Tim Irwin questioned if they need to have that security officer and metal detector.

31  
32 Tim Merrill stated there is some flexibility in the security protocols but they do need to develop a  
33 plans that is then submitted to the state for their approval.

34  
35 JoD'Ann Bates stated that there is also an updated recording system in the budget, reallocation of  
36 Shannon's funds, and that security officer.

37  
38 Gary LeCheminant suggested reducing Public Defender's costs by \$10,000 and reduce the  
39 Prosecutor's by \$5,000.

40  
41 Tim Irwin inquired how they came up with a salary increase of 3%.

42  
43 Aaron Palmer stated in looking at what other cities were proposing he felt that 3% was fair and  
44 that is also what they did last year.

# DRAFT

1 Rod Mann stated in doing a rough calculation and there is amount 5 million dollars in expenses  
2 that the enterprise funds pay so for every 1% we would charge would be \$50,000 into the roads.  
3 Then 3% would be \$150,000 going in the roads. That is expenses not the revenues.

4  
5 Brian Braithwaite inquired what the ramifications were to the residents. He feels it would  
6 require all the utilities but one to be increased.

7  
8 Brian Braithwaite stated there were a couple of things he would like to comment on. He feels  
9 there is no compelling information that he has seen that would lead him to believe they are  
10 overpaying in retirement or for the employees. He until he sees something that give him the  
11 impressions that we have excess in those areas he is not in favor of changing either one of those.  
12 If someone one the council wants to pursue that and show how that is excessive and all the other  
13 pieces that have been thrown out it feels and looks like they are trying to take a cost savings that  
14 residents aren't willing to pay up. There has not been any tax increases for a lot of years, the fuel  
15 costs have gone up, insurance costs have gone up, a whole lot of other costs have gone up in  
16 maintaining additional roads and other things that have been added on year after year that we  
17 continue to take on as a city yet we have no revenue to offset that to similar significance. In his  
18 opinion if feels like they are putting this issue of the shoulders of our employees who has been  
19 reduced in numbers, and have had increases in their responsibilities, and at some point in time  
20 the backs break. He feels they are at a point where is doesn't make sense. With that said he is  
21 not inferring that they don't have inefficiencies within their staff. He believes they can clearly  
22 improve things. He believes there is inefficiencies in every organization, but he doesn't believe  
23 they are talking about putting this kind of things on their backs. This is a significant dollar  
24 amount, they need to look at things that will make a big impact. This is one of those areas where  
25 is would have a big impact and he doesn't feel this is the right place to go. He believes they cut  
26 somewhere else and dig into the residents and let them feel it in other ways. They stop the road  
27 maintenance, they don't put it in there and let the roads deteriorate. Service has decreased, not  
28 because of the employees aren't doing their best, we have fewer people to deliver the service so  
29 it has decreased. Residents have complained about it, well if you have 5 people that can help  
30 you and now you have 1, you are not going to get the same service, the resources are not there.  
31 He is not interested on having that on the table for the discussion unless someone can show him  
32 were the comments that are thrown out that somehow its too rich or too this or that, unless  
33 someone can show him its legitimate.

34  
35 Dennis LeBaron agrees with Brian's comments on the 3% increase for staff.

36  
37 Rod Mann stated the retirement is where he would disagree. He stated there are studies that show  
38 government employees at all levels are making more including benefits and salary on average,  
39 then those in the private sector. He stated they put money in lieu of social security, but doesn't  
40 believe they need to contribute more to the 401k matching above and beyond that which is paid  
41 in lieu of the social security.

42  
43 Tim Irwin stated every year he has asked for a comparison and has not got one. He stated the  
44 Council will make the right decision if they have the information, but they don't. He feels it is  
45 amount the appropriate level of pay.

# DRAFT

1 Discussion ensued regarding comparing private and public sector salaries and benefits.

2  
3 Mayor Thompson commented that life isn't fair. Alpine School District decided to give bus  
4 drivers 27 hours so they didn't have to pay them any benefits, how fair was that. They looked at  
5 what the benefit package was costing for part time employees and they opted to say we just don't  
6 want to pay those any more. The private sector, he will answer for himself. His health insurance  
7 cost him more and he gets less of a program than what he had before, starting about 3-4 years  
8 ago, is that fair? Should everyone in the world be equal? He doesn't know. When they compare  
9 cities to cities then the next time they look for the highest city to say this is what we really ought  
10 to be getting pay or I'm going to defect and go over there. And he is not making that as  
11 accusatory or anything else but the private sector, some people have made millions during this  
12 recession, is that fair? Or should they have been restricted in making so much money during a  
13 recession period. No, we want them to make a lot of money. But, there are a couple of thing  
14 they are dealing with here that have to be addresses and he is not saying it's fair, he is simply  
15 saying they are valid questions to be asked. There is CPI that says this is how much the  
16 economy has grown or we can use what we call that a cost of living. Well a guy making  
17 \$100,000 and gets this percentage is opposed to the guy making \$10,000 that's not fair. One gets  
18 to maintain his luxury and the other one gets to maintain a cost of living. When you go to the  
19 store and you say I only make half of what that guy gets each year, can't I get my bread for half  
20 the price? Not fair but is the way life is and he can tell us right now there are a lot of people that  
21 are here in Highland that live here and they have taken a cut in their pay because they either had  
22 to decide will I work here for less money because their company lost contract or whatever else,  
23 and they said hey we are going to have to bite the bullet and cut what were are paying you. You  
24 can stay or you can go look elsewhere. I am not suggesting any of those things, but to say that  
25 the only avenue is to compare us to other communities and cities and whatever, they are making  
26 changes, like I said bus drivers didn't get treated very fairly. Sorry folk you get 27 hours a week,  
27 some of those people lost a considerable amount of money in the fact that they were getting more  
28 hours, and now they cut them to that too, so now they get less pay and no benefits. Life is a little  
29 unfair. To jump to what is wants and needs its clear, what you can affect in someone else we  
30 have to take care of. We have to have fire suppression, cause if my house catches on fire and  
31 someone doesn't stop it, it may burn the neighbor's house down. We are obligated under the law  
32 to say, ya I don't want him to burn my house down he can make it difficult for me to live the life  
33 I'm living. If we as a group say we are going to have roads, and we are going to have sidewalks,  
34 planning commission reviews them and says this needs sidewalks and this doesn't, it's what we  
35 adopted as a plan. Once we build them we have to maintain them otherwise people ride their  
36 bikes down the road and hit and uneven sidewalk and get hurt or kill themselves and we have a  
37 certain liability to that. If we decide we don't want any sidewalks, we take them all out, we  
38 don't have to maintain them anymore. But roads we have told the people that built their homes  
39 here that we will give them a way to get to work and do those kinds of things, if they have great  
40 big holes in them and they can't get to work then we have infringed on their right to have that.  
41 Health and safety, we want someone around to say if there is a disease going around and its  
42 going to kill us all we what somebody to make us either immune to it or find some way to  
43 control it. we are living in a new world, we use to not have to worry about too much that  
44 someone is going to come in with the intention to kill the judge simply because he is mad about  
45 something else, so we have to throw someone between the judge and that person that might be a

# DRAFT

1 little bit out of sorts. 911 changes a lot of things and the way we react, maybe we caved in a  
2 little too much, he doesn't know. The reality of all this is we have certain things we have to do,  
3 other things we don't have to do. He can tell us right now that if someone has a heart attack he  
4 can't give him a heart attack, but if he has a disease and he can breathe on him and give it to him  
5 he can do that. We have to look at the things we can actually can harm each other with. Right  
6 now if someone throws up fireworks that are illegal maybe they are not any more dangerous than  
7 legal ones, but we are saying if they leave the ground and go in to the air a certain distance they  
8 are illegal. We have it going on steady on every little celebration and some that haven't even  
9 been thought of yet and they are launching them up and they are illegal. They burn my house  
10 down is it unfair or should we spend the whole night chasing down the people that are sending  
11 up the illegal fireworks, he doesn't know. Those are the real questions, we do have clearly the  
12 things that are needs and the things that are wants. One more item, the base rate for Culinary  
13 Water is \$12.24 if we apply 2% to that against 4,000 connections not touching the overage rates,  
14 it would generate about \$12,000 dollars a year. If they look at the other utilities on the revenue  
15 side of it you are probably looking at right around \$50,000 that Rod projected. That's what they  
16 are looking at and feels that if they want to head that direction they can raise some more money  
17 for roads. As of the debate over these issues, Highland had celebrations called "Ward Days" long  
18 before the city was a city and they had parades, and that is still something that defines a  
19 community. They had it then when people had no money and we have it now and we may want  
20 to throw a little money towards it because there are people in Highland that have moved her and  
21 could care less about our celebration. But there are people that think it bonds us together and it  
22 provided him the opportunity to have his granddaughter walk down the road holding his sign for  
23 election and all he had to say was if you like her vote for me, it works every time.

24  
25 Brian Braithwaite stated he wanted to clarify that the Council has directed Gary to come back  
26 with numbers for adding money from the utility funds to the road fund, either within the current  
27 funds or raising those funds appropriately.

28  
29 Tim Irwin stated Gary's changes seem appropriate, and stated he doesn't see anything he would  
30 change. He would like to see the amount for roads be close to \$650,000 to 700,000.

31  
32 Discussion ensued regarding the road fee deficit.

33  
34 Clarification continued regarding the following:

- 35
- 36 • Reduction of \$14,000 from the Court Cost towards the Capital Roads
- 37 • Reduction of \$5,000 from the Fling – working towards self-funding
- 38 • Reduction of \$25,000 from the Community Center
- 39 • Removed \$1,600 from Farmers Market bringing to zero

40  
41 Discussion ensued regarding funding for pageants.

42  
43 Tim Irwin stated they did have a resident asked that they consider putting fin a speed traffic  
44 counter, and asked for Council's interest.

# DRAFT

1 Dennis LeBaron stated he in favor even if it comes out of the savings they have applied to roads.  
2 Brian Braithwaite inquired if staff feels the need for it and if it is something that would be used.  
3 One of the reasons they got rid of the Vactor was that they didn't have staff sufficient to run the  
4 truck and so it doesn't make sense to bring something in and just have it sit around.  
5

6 Dennis LeBaron questioned how they would utilize that equipment and what would the cost be  
7 to collect that data.  
8

9 Aaron Palmer stated he would have to check into it and bring that back to the Council. They can  
10 also ask the consultant that has done the plan if they took into account traffic patterns, counts and  
11 if based on his plan the area where we decide to work on first maybe it can be used there to  
12 validate their findings.  
13

14 Tim Irwin suggested the police could handle it due to the fact they are already out there.  
15

16 Brian Braithwaite stated based upon the fact they don't have enough detail as to how valuable it  
17 is going to be, he would like to give the information back to staff. They are the ones that will use  
18 it and help the council. He would like the staff to look at it and see if this is something of value  
19 with what you need today to help drive the right information to them as a Council and would this  
20 be beneficial or not. He feels they are micro-managing and he does not want to do that.  
21

22 Discussion continued regarding the road funds.  
23

24 City Council agreed to take the additional \$200,000. from the general fund and place it into the  
25 road fund.  
26

27 Rod Mann suggested Gary work with the Mayor to figure out the rates for the utility enterprise  
28 funds and the contribution to the road fund.  
29

30 Discussion ensued regarding the process to remove the dedicated library tax.  
31

## 32 ADJOURNMENT

33  
34 **MOTION: Jessie Schoenfeld moved to adjourn.**  
35

36 **Rod Mann seconded the motion.**  
37 **Unanimous vote, motion carried.**  
38

39 Meeting adjourned at 9:40 p.m.  
40  
41  
42

---

43 JoD'Ann Bates, City Recorder  
44

45 Date Approved: July 15, 2014

MINUTES  
HIGHLAND CITY COUNCIL MEETING  
Tuesday, June 3, 2014

Highland City Council Chambers, 5400 West Civic Center Drive, Highland, Utah 84003

**PRESENT:** Mayor Mark Thompson, Conducting  
Councilmember Brian Braithwaite  
Councilmember Rod Mann  
Councilmember Tim Irwin  
Councilmember Dennis LeBaron  
Councilmember Jessie Schoenfeld

**STAFF PRESENT:** Aaron Palmer, City Administrator  
JoD’Ann Bates, Executive Secretary/ Recorder  
Nathan Crane, Community Development Director  
Gary LeCheminant, Finance Director  
Tim Merrill, City Attorney  
Shannon Garlick, Secretary

**OTHERS:** Ken Watson, Jed Robinson, David Clegg, Todd Demarets, Kent Slade, Ed Barfuss, Michelle DeKorver, Amber Clegg, Scott Smith, Robert Vukick, Lynn West, Jake West, Josh Castleberry, Austin Sorenson, Steve Mower, Ty Christensen.

The meeting was called to order by Mayor Mark Thompson as a regular session at 6:01 p.m. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Brian Braithwaite and those assembled were led in the Pledge of Allegiance by Dennis LeBaron.

**APPEARANCES:**

There were no appearances at this time.

**CONSENT:**

MOTION: Approval of Meeting Minutes for City Council Regular Session – May 6, 2014.

MOTION: Ratifying the Mayor’s Appointment of Board Member to the Highland City Water Advisory Board – Brent Wallace.

# DRAFT

1 MOTION: Ratifying the Mayor's Re-Appointment of Board Members to the Highland City  
2 Library Board – Blythe Shupe and Janeen Ashcraft.

3  
4 MOTION: Final Plat Approval – Ivory Development, Dry Creek Phase 5, Located at the  
5 Southwest Corner of Highland Boulevard and 11800 North.

6 *Pulled by Brian Braithwaite for further discussion.*

7  
8 MOTION: Final Plat Approval – David and Amber Clegg, (Robinson) Subdivision, Located at  
9 the Northwest Corner of 9600 North and Alpine Highway.

10  
11 MOTION: Preliminary Plat Approval – Highland Fields, Located at the Southeast Corner of  
12 11800 North and Highland Boulevard.

13  
14 MOTION: Preliminary Plat Approval – Pace Manor, Located South of the Southeast Corner of  
15 4800 West and 11200 North.

16  
17 **MOTION: Tim Irwin moved City Council approve the consent items.**

18  
19 **Dennis LeBaron seconded the motion.**

20 **Unanimous vote, motion carried.**

21  
22  
23 MOTION: Final Plat Approval – Ivory Development, Dry Creek Phase 5, Located at the  
24 Southwest Corner of Highland Boulevard and 11800 North.

25 *Pulled by Brian Braithwaite for further discussion.*

26  
27 Nathan Crane stated he would like to turn this discussion over to the applicant to go through  
28 some detail outlining the history of the issue with the wall. Staff could not find any findings that  
29 a wall was required by Ivory Homes.

30  
31 Ken Watson, Representative of Ivory Homes, stated the wall requirement issue does not have  
32 anything to do with Phase 5. He explained he sent an email to the Council regarding the issue  
33 and putting in a wall was never a requirement. Ken reviewed the information provided in the  
34 email.

35  
36 Tim Irwin asked to have the email included in the minutes with Brian Braithwaite agreeing.  
37 See attached email.

38  
39 **MOTION: Tim Irwin moved the City Council approve the Final Plat for Ivory**  
40 **Development, Dry Creek Phase 5 with the annotated stipulations.**

41  
42 **Jessie Schoenfeld seconded the motion.**

43 **Unanimous vote, motion carried.**

# DRAFT

1 **ACTION ITEMS:**

2  
3 PUBLIC HEARING: Highland City Tentative Budget – Fiscal Year 2014 – 2015.

4  
5 \*\* Mayor Thompson opened the Public Hearing at 6:17 p.m. \*\*

6  
7 Ed Barfuss, Resident of Highland, requested the Council consider adding to the budget a line  
8 item that would allow for the procurement of a speed volume indicator. The cost is about  
9 \$2,200, it has two tubes and it checks the speed of the traffic, it counts the number of vehicles  
10 and can determine the type of vehicle. He stated Elizabeth Vanlangveld expressed her concern  
11 in previous minutes regarding the volume of traffic and the speed of vehicles in her area. He  
12 stated a year ago, Tom Butler asked to have a study done on the speed of traffic on the roads. He  
13 explained the City needs to know how many vehicles and the types of vehicles that are on a road  
14 to appropriately determine road maintenance.

15  
16 Mayor Thompson questioned if this would fall under the City or the Police’s budget.

17  
18 Aaron Palmer stated it could go under either, the police have one and the City could have one as  
19 well.

20  
21 Rod Mann stated it the one the police department has counts both speed and traffic, but it does  
22 not state the size of the vehicles. He stated the rubber tubes would give a more accurate picture,  
23 because people usually slow down for the signs stating their speed.

24  
25 Scott Smith, Resident of Highland, stated there has been a lot of discussion over the years about  
26 benefits for the employees. Having served on the Council for the past four years he would just  
27 like to remind the present council of a few things. They have decreased the size of the staff quite  
28 appreciably and many of these are performing more than one role. They haven’t had hardly any  
29 raises over the last 4-5 years with the recession and he would strongly recommend that they  
30 leave the staff benefits in tack. The reason he states that is that is always the plum that is easy to  
31 take off tree, but they have some staff that has worked for the City for years. They carry the  
32 history of the city and perform their duties very well. The worse thing that can happen if their  
33 benefits are cut a lot, results in a turning of the staff, and in the end that affects the services in the  
34 City. He concluded he appreciates that service the Council gives and understands how hard it is  
35 to go through the budget but it sounds like the City’s economics have improved some and asked  
36 they consider leaving the benefits in tack for the employees.

37  
38 \*\*Mayor Thompson closed the Public Hearing at 7:25 p.m. \*\*

39  
40 Dennis LeBaron stated the Council discussed potential amendments to the Tentative Budget to  
41 provide more funding for roads and questioned how the Council feels about those changes.

42  
43 Mayor Thompson stated they will discuss those during the Work Session.

# DRAFT

1 PUBLIC HEARING/RESOLUTION: Adopting Final Amendments – Highland City 2013-14  
2 Fiscal Year Budget.

3  
4 \*\* Mayor Thompson opened the Public Hearing at 6:26 p.m. \*\*

5  
6 Gary LeCheminant stated there are \$36,700 total revenue adjustments. They are proposing to  
7 make those adjustments due to property tax information along with other revenues. There was a  
8 \$750,000. road rebuild amount that he believes was put in the budget from the road tax that did  
9 not go through so he has needed to take that down to 0. To cover the negative they are  
10 transferring \$525,000 from the General Fund to the Capital Road Fund to make it even. He stated  
11 there are various other minor expenditure items as well.

12  
13 Rod Mann clarified the City never spent the \$750,000.

14  
15 Gary LeCheminant stated Council Member Mann was correct they never even received the  
16 \$750,000. They spent about \$525,000. in road projects so to keep things from being negative he  
17 is needing to transfer about \$135,000. from the general fund to the road fund.

18  
19 Discussion ensued regarding funds being taken out of the General Fund.

20  
21 Tim Irwin stated there is a perception that the City is taking a lot of money out of the General  
22 Fund to fund the open space. He stated he would like to be able to clarify to residents that the  
23 money they are taking out of the General Fund to subsidize the open space and that may or may  
24 not be true. He feels there are parks that do not constitute being an open space park and feels the  
25 council needs to have a discussion on this at a later date.

26  
27 \*\* Hearing no comments, Mayor Thompson closed the Public Hearing at 6:33 p.m. \*\*

28  
29 Brian Braithwaite stated they are showing a tax in revenue that is decreasing and questioned why  
30 the City is projecting it to continue to decrease. He stated it is being adjusted up to 185,000 yet  
31 they are anticipating next year to be \$169,000.

32  
33 Gary LeCheminant replied in that account they have already collected funds and in looking at the  
34 trends of last year for the final 2 months he is guessing it will go up to that amount of \$185,000.,  
35 looking at the overall trends he is only budgeting \$169,000.

36  
37 Discussion ensued regarding various budget amendments and clarification on expenses  
38 including:

39  
40 Building Maintenance  
41 Technical/Professional Services (Attorney Fees)  
42 Annual Tree Sale Fund

# DRAFT

1 Brian Braithwaite stated halfway through the year, they need to do budget adjustments. He stated  
2 he doesn't mind doing adjustments at the end of the year, but would like to better understand the  
3 issues to be able to budget appropriately for the following year.

4  
5 JoD'Ann Bates stated normally staff brings a mid-year adjustment to the Council. Unfortunately  
6 they did not have a Finance Director at the time that was normally done, so they did not do a  
7 mid-year budget adjustment, this is the only budget adjustment for this fiscal year.

8  
9 **MOTION: Dennis LeBaron moved the City Council approve the amended budget.**

10  
11 **Tim Irwin seconded the motion.**

12 **Unanimous vote, motion carried.**

## 13 14 15 **MAYOR/CITY COUNCIL & STAFF COMMUNICATION ITEMS:**

16  
17 Tim Irwin stated when this building was built, they had cameras put in to stream the meetings,  
18 and asked if there was any interest and if there was a cost involved in pursuing that possibility.

19  
20 Aaron Palmer stated Rod Mann had a citizen, John Hart, who is evaluating the system and seeing  
21 what the City needs to do in order to make it possible.

22  
23 Rod Mann stated there is a block of "Action Items" and asked to have the Council go through  
24 those to update and find out what the status is on those items.

25  
26 Aaron Palmer, stated he could address the staff issues. The Capital Facilities Plan was being  
27 worked on with Nathan and Matt.

28  
29 Nathan Crane stated they are still doing an analysis to see what needs to be done. The final  
30 information would not be ready for at least a month or two.

31  
32 JoD'Ann Bates stated there are names people for the Economic Committee at the next meeting,  
33 they are still waiting on beautification committee. She stated as for specific Council assignments  
34 that's up to the Mayor.

35  
36 Discussion ensued.

37  
38 Mayor Thompson commented on the handicap parking issue by stating they offered that the City  
39 would do a loading zone, but not a parking position. He stated it would be a loading zone if all of  
40 the other spots are taken, but not a parking stall. He stated if all of the grandparents take the  
41 spots, then they still need to do a loading zone. He stated it has at this point ended with the  
42 individual.

43  
44 Brian Braithwaite clarified they are not going to have a parking stall, but if they are willing to do  
45 the loading zone, the City would allow that to happen.

# DRAFT

1 Mayor Thompson stated they can take it off the checklist and they would respond to the  
2 individual personally.

3  
4 Aaron Palmer stated, regarding the Maintenance Plan, Matt Shipp is out this month, but they are  
5 still checking with the consultant to have it brought back for final approval.

6  
7 Rod Mann inquired to Nathan regarding the Parks Presentation being ready in June.

8  
9 Nathan Crane responded that at this point he would not be able to get that to the council until  
10 probably November.

11  
12 Brian Braithwaite asked to have it for October, and then if he needs to push it back further then  
13 he can let the Council know.

14  
15 Jessie Schoenfeld stated they are not going to create a Chamber of Commerce until the ADHOC  
16 Committee. They are waiting on applications and assignment to the committees.

17  
18 Discussion ensued between the council as to what items can be taken off and what items need to  
19 remain.

20  
21 Mayor Thompson stated even if they are taken off the chart he feels they need to have a quarterly  
22 status report on each item.

## 23 24 25 **ADJOURN TO A WORK SESSION**

26  
27 **MOTION: Dennis LeBaron moved the City Council to adjourn to a Work Session.**

28  
29 **Tim Irwin seconded the motion.**

30 **Unanimous vote, motion carried.**

31  
32  
33 Meeting adjourned at 7:09 p.m.

34  
35  
36  
37 \_\_\_\_\_  
38 JoD'Ann Bates, City Recorder

39 Date Approved: July 15, 2014

MINUTES  
HIGHLAND CITY COUNCIL TOUR  
Thursday, June 12, 2014

Highland City Council Chambers, 5400 West Civic Center Drive, Highland, Utah 84003

**PRESENT:** Mayor Mark Thompson, Conducting  
Councilmember Brian Braithwaite  
Councilmember Rod Mann  
Councilmember Dennis LeBaron  
Councilmember Jessie Schoenfeld

**STAFF PRESENT:** Aaron Palmer, City Administrator  
JoD’Ann Bates, Executive Secretary/ Recorder  
Justin Parduhn, Public Works O&M Director

**OTHERS:** Ed Barfuss, Kristi Vick, Scott Smith, Amy Cottle, Spencer Harris, Lance Gear,  
Robert Scott, Kevin Vick, Trevor Sorensen, Mary Jane Isaacs, Jason Isaacs, Carlton Jones.

**Tour of Chamberry Fields Subdivision**

The meeting was called to order by Mayor Mark Thompson as a tour at 6:10 p.m. at the Highland City Hall then proceeding to the Chamberry Fields Subdivision. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

Amy Cottle voiced a concern regarding vesting in the property behind their homes with an open space agreement just to have the property torn up if there is a water line that needs to be repaired.

Mayor Thompson indicated that there is definitely a 24” main water line in the easement behind their homes.

Discussion ensued regarding what can be done on the easement.

Lance Gear stated he feels there are 3 options, 1) Finishing the trail, 2) outright ownership by the home owners, and 3) Lease, which they would be open to with the understanding that they can’t place anything permanent on the easement. Anything would be better than a 30 foot corridor of weeds.

Brian Braithwaite indicated the utilities have to go somewhere, but since the trail does not go anywhere, he feels there is no need for the trail, the city will still need access to the water pipe. He feels the city cannot sale the easement to the residents due to the city needing to be able to control its utilities. He stated he would rather allow them to use the property as long as they understand the issues of it being a water easement.

# DRAFT

1 Lance Gear stated given the circumstances they could run sprinklers along the side of the proper  
2 lines and feels fences can be taken down easily if there becomes a need to access the water line.

3  
4 Kristi Vick inquired if it was possible since the trail does not continue anywhere at this time if it  
5 could be removed until future development allows it to connect to another trail then re-instate the  
6 trail easement.

7  
8 Brain Braithwaite indicated that one reason the trail was not finished is that another trail was  
9 constructed close to it and it would be redundant to have both trails so close together.

10  
11 Discussion ensued regarding the easement versus resident ownership and what would be allowed  
12 with resident ownership.

13  
14 Lance Gear felt he could speak for the residents in that area in that they would like to be able to  
15 have the maintenance agreement if it would allow fences.

16  
17 Brian Braithwaite stated that he would like to make sure they have all the information as to what  
18 is going to be done in that area and be assured no other utilities will need to be placed in the  
19 easement.

20  
21 Amy Cottle indicated she feels the majority of the residents don't want to buy the property if  
22 they have no rights to it. They would prefer the maintenance agreement.

23  
24 Mayor Thompson talked about the water lines and general discussion ensued regarding the open  
25 space trails and available funds to the open space.

26  
27 Amy Cottle voiced a concern about losing access to the area to improve it with new homes  
28 starting to the east. They would like to have something agreed upon before they are unable to  
29 get equipment to their backyards.

30  
31 Brian Braithwaite indicated the time frame he feels they are looking at is next spring. He feels it  
32 needs to get on the agenda so they can get detailed information from the staff and find out what  
33 type of priority it will take.

34  
35 Kristi Vick indicated she will get together with the Open Space Committee and start the process  
36 of getting the information together to get it on the Council agenda for further discussion.

37  
38  
39 Tour adjourned at 7:13 p.m.

40  
41  
42 

---

JoD'Ann Bates, City Recorder

43  
44 Date Approved: July 15, 2014



# CITY COUNCIL AGENDA REPORT

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## Item # 5

**DATE:** Tuesday, July 15, 2014

**TO:** Members of the City Council

**FROM:** Mayor Mark S. Thompson

---

**SUBJECT:** RATIFYING THE MAYORS APPOINTMENTS TO THE BEAUTIFICATION COMMITTEE

---

### **BACKGROUND:**

On May 6, 2014 Mayor Thompson formed the Highland City Beautification Committee to foster beauty, safety, goodwill, character, and contentment in and about the City of Highland.

Resolution 2014-08 was approved by the City Council to create a Beautification ADHOC Committee to recommend, develop, support, implement programs and activities to promote community awareness and participation in city beautification, and help maintain the aesthetics of Highland City.

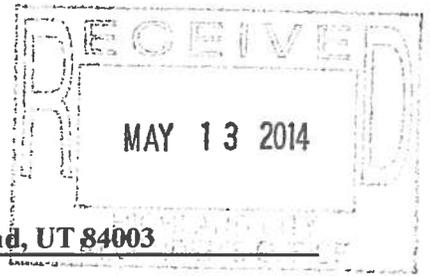
Mayor Thompson has reviewed the applications by Laura Dawson, Ginger Ford, Mary Ann Jenkins, Judy Clayton and Denise Nydegger. The Mayor feels they would bring great insight and be an asset to have as members of the committee.

### **FISCAL IMPACT:**

N/A

### **ATTACHMENTS:**

- Volunteer Applications



Highland City • 5400 W. Civic Center Dr., Suite 1 • Highland, UT 84003  
(801) 756-5751 • Fax (801) 756-6903

### Highland City Volunteer Statement of Interest

The residents of Highland have great pride in their City. The City utilizes many volunteers in numerous capacities to improve the overall quality of life in our town.

In order to encourage this participation, Mayor Richie is requesting statement of interests from those who are willing to serve. As vacancies or needs arise within the City, the Mayor and the Community Enhancement Coordinator will review the statements, conduct interviews and make a selection(s).

If you are interested in serving as a volunteer within Highland City, please submit this Statement of Interest to the City Offices.

Name Laura Dawson Date May 13  
Phone number \_\_\_\_\_ Email address \_\_\_\_\_  
Residence address \_\_\_\_\_

Please fill out the following form or attach a resume type document listing expertise, experience, interests, etc.

How long have you resided in Highland City? 15 yrs (child) 13 (adult)

Occupation Mom

Education Rec Management - BYU

Are you able to meet in the evenings? yes Semi-monthly \_\_\_\_\_ Monthly X

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: I'm willing. I just have general knowledge of gardening - Nothing special. I just want to help.  
I'm very proud of Highland. It's a great place to live.

Please state why you would like to serve: I like to feel important to somebody

If not selected for an immediate opening, do you wish to be considered for the next opening? \_\_\_\_\_

Additional comments: \_\_\_\_\_

Please select your interest:

Standing Committees

Arts Council

Beautification

Highland Fling

Tree Commission

Youth Council

Planning Commission

Ad Hoc Committees

Economic Development

Open Space

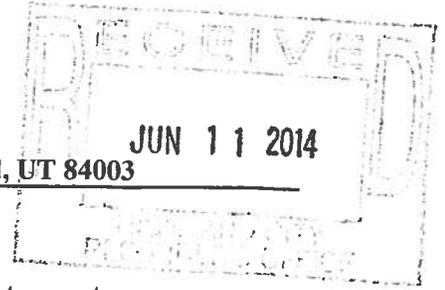
Parks

Transportation



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If you are interested in serving as a volunteer within Highland City, please submit this Statement of Interest to the City Offices.

Name Ginger Ford Date 6/4/14  
Phone number 801-756-1111 Email address ginger.ford@cityofhighland.com  
Residence address 5400 W. Civic Center Dr.

Please fill out the following form or attach a resume type document listing expertise, experience, interests, etc.

How long have you resided in Highland City? 15 yrs. moved away then back the last 8 years

Occupation \_\_\_\_\_  
Education \_\_\_\_\_

Are you able to meet in the evenings? yes Semi-monthly yes Monthly yes

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: Gardening/ landscaping has been a hobby for many years. I went through training and have been a master gardner for 4 years (Utah State extension).

Please state why you would like to serve: I appreciate beautiful landscaped yards and would like to help make Highland an even more beautiful place to live.

If not selected for an immediate opening, do you wish to be considered for the next opening? \_\_\_\_\_

Additional comments: "The tree commission by-laws state we should have a member of the commission on Beautification Committee." Jessie Schoentfeld

Please select your interest:

Standing Committees

Arts Council

Beautification

Highland Fling

Tree Commission - I'm currently on tree committee

Youth Council

Planning Commission

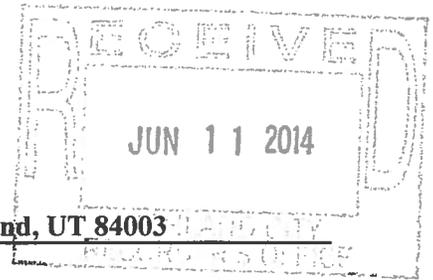
Ad Hoc Committees

Economic Development

Open Space - current

Parks

Transportation



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If you are interested in serving as a volunteer within Highland City, please submit this Statement of Interest to the City Offices.

Name Mary Ann Jenkins Date 6-9-14  
Phone number 801-1 Email address \_\_\_\_\_  
Residence address \_\_\_\_\_

Please fill out the following form or attach a resume type document listing expertise, experience, interests, etc.

How long have you resided in Highland City? 10 1/2 years

Occupation homemaker

Education BYU - Bachelors Degree

Are you able to meet in the evenings? yes Semi-monthly \_\_\_\_\_ Monthly

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve:

I have always enjoyed working in my yard and maintaining a large vegetable garden. I enjoy working outside and get alot of therapy from making areas look better! 40+ years yard experience -

Please state why you would like to serve: To contribute to the community and to help improve areas that need attention.

If not selected for an immediate opening, do you wish to be considered for the next opening? \_\_\_\_\_

Additional comments: \_\_\_\_\_

Please select your interest:

### Standing Committees

Arts Council

Beautification

Highland Fling

Tree Commission

Youth Council

Planning Commission

### Ad Hoc Committees

Economic Development

Open Space

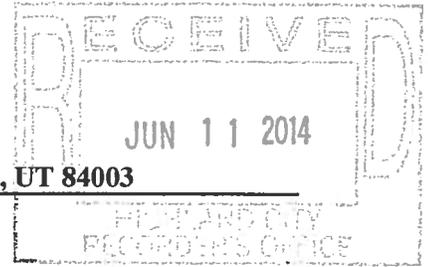
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If you are interested in serving as a volunteer within Highland City, please submit this Statement of Interest to the City Offices.

Name Judy Clayton Date 6-5-2014  
Phone number 801- Email address \_\_\_\_\_  
Residence address Highland, UT

Please fill out the following form or attach a resume type document listing expertise, experience, interests, etc.

How long have you resided in Highland City? 21 years  
Occupation Retired Secretary (most recently at Mountain Ridge Jr. High)  
Education 14 yrs. : BYU 1 sem College of San Mateo 3 sem.  
Are you able to meet in the evenings? yes Semi-monthly yes Monthly yes  
List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: Beautification Committee, volunteers help with the overall impressions of our community. Neatness, cleanliness and keeping my surroundings presentable and pleasant has always interested me.

Please state why you would like to serve:  
I'd like to be able to contribute in some way for the betterment of my community.

If not selected for an immediate opening, do you wish to be considered for the next opening? possibly  
Additional comments: \_\_\_\_\_

Please select your interest:

Standing Committees

Arts Council

Beautification

Highland Fling

Tree Commission

Youth Council

Planning Commission

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If you are interested in serving as a volunteer within Highland City, please submit this Statement of Interest to the City Offices.

Name Denise Nindgegen Date June 10-14  
Phone number 501 Email address \_\_\_\_\_  
Residence address Highland, UT

Please fill out the following form or attach a resume type document listing expertise, experience, interests, etc.

How long have you resided in Highland City? 27 yrs

Occupation Homemaker

Education 4 yr college

Are you able to meet in the evenings? yes Semi-monthly  Monthly \_\_\_\_\_

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: I consult on landscaping - have extensive experience/knowledge of plants

Please state why you would like to serve: I would like to see Highland be the beautiful, well kept community it could be

If not selected for an immediate opening, do you wish to be considered for the next opening? yes

Additional comments: \_\_\_\_\_

Please select your interest:

Standing Committees

Arts Council

Beautification

Highland Fling

Tree Commission

Youth Council

Planning Commission

Ad Hoc Committees

Economic Development

Open Space

Parks

Transportation



# CITY COUNCIL AGENDA REPORT

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## Item # 6

**DATE:** Tuesday, July 15, 2014

**TO:** Members of the City Council

**FROM:** Mayor Mark S. Thompson

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**SUBJECT:** RATIFYING THE MAYORS APPOINTMENTS TO THE ECONOMIC DEVELOPMENT COMMITTEE

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### **BACKGROUND:**

On May 6, 2014 Mayor Thompson formed the Highland City Economic Development Committee to work proactively to promote, encourage, and facilitate the development of responsible and properly planned business and employment growth within the City in order to expand and strengthen the local economy and diversify the community's tax base.

Resolution 2014-08 was approved by the City Council to create an Economic Development ADHOC Committee to help strengthen the local economy and diversify the community's tax base.

Mayor Thompson has reviewed the applications by Roger Dixon, Jon Mc Daniel and Manuel Bueno. They Mayor feels they would bring great insight and be an asset to have as members of the committee.

### **FISCAL IMPACT:**

N/A

### **ATTACHMENTS:**

- Volunteer Applications



Highland City • 5400 W. Civic Center Dr., Suite 1 • Highland, UT 84003  
(801) 756-5751 • Fax (801) 756-6903

### Highland City Volunteer Statement of Interest

The residents of Highland have great pride in their City. The City utilizes many volunteers in numerous capacities to improve the overall quality of life in our town.

In order to encourage this participation, Mayor Richie is requesting statement of interests from those who are willing to serve. As vacancies or needs arise within the City, the Mayor and the Community Enhancement Coordinator will review the statements, conduct interviews and make a selection(s).

If you are interested in serving as a volunteer within Highland City, please submit this Statement of Interest to the City Offices.

Name ROGER DEXON Date 5/13/13  
Phone number 801- Email address -  
Residence address \_\_\_\_\_

Please fill out the following form or attach a resume type document listing expertise, experience, interests, etc.

How long have you resided in Highland City? 11 years

Occupation Retired

Education BA & MA from BYU

Are you able to meet in the evenings? yes Semi-monthly  Monthly

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: Planning Commission; Library Board; Board of Directors for Highland Arts Council; Teacher Planning and Evaluation class at BYU

Please state why you would like to serve: To give back to the community

If not selected for an immediate opening, do you wish to be considered for the next opening? yes  
Additional comments: \_\_\_\_\_

Please select your interest:

Standing Committees

Arts Council

Beautification

Highland Fling

Tree Commission

Youth Council

Planning Commission

Ad Hoc Committees

Economic Development

Open Space

Parks

Transportation

Submittal of a Statement of Interest does not guarantee an appointment to a committee



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If you are interested in serving as a volunteer within Highland City, please submit this Statement of Interest to the City Offices.

Name Jon McDaniel Date 04/01/2013  
 Phone number 801 Email address \_\_\_\_\_  
 Residence address \_\_\_\_\_

Please fill out the following form or attach a resume type document listing expertise, experience, interests, etc.

How long have you resided in Highland City? 2 years  
 Occupation Vice President of Business operations for a small company  
 Education MBA

Are you able to meet in the evenings? Yes Semi-monthly Yes Monthly Yes  
 List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: I have an undergraduate in Public Administration from U of Utah. I have an MBA from Hamline University (St. Paul, MN). I have worked in both public and private sector positions and understand the complex dynamics of both.

Please state why you would like to serve: I believe in Highland as a community, and want to contribute to it viability for the years to come.

If not selected for an immediate opening, do you wish to be considered for the next opening? Yes  
 Additional comments: \_\_\_\_\_

Please select your interest:

### Standing Committees

Arts Council

Beautification

Highland Fling

Tree Commission

Youth Council

Planning Commission

### Ad Hoc Committees

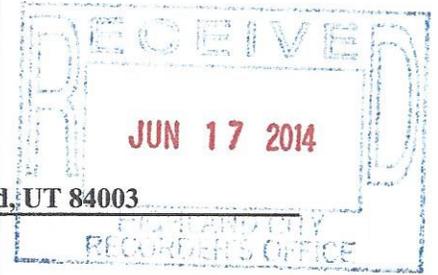
Economic Development

Open Space

Parks

Transportation

Submittal of a Statement of Interest does not guarantee an appointment to a committee



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In order to encourage this participation, Mayor Richie is requesting statement of interests from those who are willing to serve. As vacancies or needs arise within the City, the Mayor and the Community Enhancement Coordinator will review the statements, conduct interviews and make a selection(s).

If you are interested in serving as a volunteer within Highland City, please submit this Statement of Interest to the City Offices.

Name Manuel Bueno Date March 29, 2014  
Phone number 801 Email address   
Residence address 84003

Please fill out the following form or attach a resume type document listing expertise, experience, interests, etc.

How long have you resided in Highland City? 11.5 years  
Occupation Banker  
Education Bachelor of Music, Brigham Young University, April 1995.

Are you able to meet in the evenings? Yes Semi-monthly Yes Monthly Yes  
List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: I would like to serve on the economic development committee if there is one and if there is not one I would like to organize it and serve as the chair. I have been in commercial banking specializing for thirteen years in small business lending and feel I have a unique understanding and experience with small businesses which we could draw into our city. I have several ideas of how to develop economic conditions to accomplish this purpose.

Please state why you would like to serve: Although I have only lived in Highland for a short time my wife has lived here longer. Many of her family lives here and has routes in this area. Her step father, Don LeBaron was the first Mayor of the city and I have learned much about Highland and our heritage from him. I would like to serve the community.

If not selected for an immediate opening, do you wish to be considered for the next opening? Yes, thank you.  
Additional comments: I want to use my talents and time to help improve our city, while maintaining the excellent lifestyle we enjoy here. I want to help build a stronger tax base while fostering new services for residents to utilize.

Please select your interest:

Standing Committees

- Arts Council
- Beautification
- Highland Fling
- Tree Commission
- Youth Council
- Planning Commission

Ad Hoc Committees

- Economic Development
- Open Space
- Parks
- Transportation



# CITY COUNCIL AGENDA REPORT

## Item # 7

**DATE:** July 15, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Nathan Crane, AICP  
Community Development Director

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**SUBJECT:** TODD DEMARETS OF LEGACY FIELDS IS REQUESTING FINAL PLAT APPROVAL –  
HIGHLAND FIELDS (FP-14-02).

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### **STAFF RECOMMENDATION:**

The City Council review a request for final plat approval for Highland Fileds, a 15 lot single family residential subdivision located east of the southeast corner of 11800 North and Highland Boulevard North.

### **BACKGROUND:**

The property is 14.4 acres and is owned by Acorn Ridge, LLC.

The property is designated as Low Density Residential on the General Plan Land Use Map. The property is zoned R-1-40 (Single Family Residential). The R-1-40 District allows one home per 40,000 square feet. The minimum lot width is 130 feet.

Subdivision review and approval is an administrative process.

### **SUMMARY OF REQUEST:**

1. The applicant is requesting approval of a 14 lot single family residential subdivision. The proposed density is 1.04 units per acre. Lot sizes are as follows:

Lot	Square Footage		Lot	Square Footage
1	42,122		9	33,957
2	33,312		10	31,518
3	30,500		11	31,518
4	30,153		12	31,518
5	30,249		13	31,518
6	30,344		14	31,518
7	33,342		15	33,537
8	30,000			

2. Access to the site will be from 11800 North, Valley View Drive, and Sunrise Drive.

### **CITIZEN PARTICIPATION:**

Notice of the May 21, 2014 Development Review Committee meeting was mailed to all property owners within 500' of the proposed plat on May 1, 2014. One resident attended the meeting and spoke in favor of the subdivision.

Notice of the May 27, 2014 Planning Commission meeting was published in the Daily Herald on May 11, 2014. Notice of the meeting was also mailed to all property owners on May 13, 2014. No comments have been received.

Notification of the City Council meeting is not required.

### **ANALYSIS:**

- The property is designated as low density residential on the General Plan Land Use Map. The Highland Fields subdivision is consistent with the General Plan.
- The property to the north is existing single family residential (Highland Hills Subdivision). The property to the west Ridgeline Elementary School. The property to the east is existing single family residential (Highland Heights Subdivision). The property to the south is existing single family residential (Dry Creek Bench Subdivision). The proposed subdivision is compatible with the surrounding land uses.
- Utilities will be extended from 11800 North, Valley View Drive, and Sunrise Drive to serve the site. The applicant is extending the sewer line in Highland Fields Drive to 11800 North. This will assist the City in addressing future capacity issues further downstream.
- A preliminary drainage plan has been provided. The final design will be reviewed and approved with the civil drawings. A detention basin shown adjacent to lot 8. The basin has been sized to accommodate regional flows as shown in the Cities Master Plan. This area will need to be dedicated to the city.
- The parkway detail will be installed as required along 11800 North.
- Water will be dedicated as required by the Development Code prior to final plat recordation.

### **FINDINGS:**

The proposed plat meets the following findings with stipulations:

- It is in conformance with the General Plan, the R-1-40 District and the Highland City Development Code.

**PLANNING COMMISSION ACTION:**

The Planning Commission does not review final plats.

**RECOMMENDATION AND PROPOSED MOTION:**

The City Council should hold a public meeting and **APPROVE** the final plat subject to the following stipulations:

1. The final plat shall be in substantial conformance with the preliminary plat date stamped July 7, 2014.
2. Final landscape plans shall be approved prior to recording the final plat.
3. The detention pond adjacent to lot 8 shall be constructed and landscaped by the developer and dedicated to the City. The landscape plan shall be approved by the City prior to final plat recordation.
4. All required public improvements shall be installed as required the City Engineer.
5. The civil construction plans shall meet all requirements as determined by the City Engineer.
6. The property boundary adjustment shall be completed prior to plat recordation.

I move that the City Council accept the findings and **APPROVE** case FP-14-07 a request for final plat approval subject to the six stipulations recommended by staff.

**ALTERNATIVE MOTION:**

I move that the City Council deny the proposed final plat subject to the following findings: (The Council should draft appropriate findings).

**FISCAL IMPACT:**

Unkown

**ATTACHMENTS:**

- Proposed Final Plat date stamped July 7, 2014





# CITY COUNCIL AGENDA REPORT

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Item # 8

**DATE:** Tuesday, July 15, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Mayor Mark S. Thompson

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**SUBJECT:** Approval of an Amended Contract with Highland Town Plaza, LLC (WPI) for the purchase 0.36 acres and a 0.178 acre easement. The site is known as the Highland Water Company Building

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**BACKGROUND:**

The City Council held a public hearing on July 17, 2013 and a public meeting on October 2, 2012 and adopted Resolution R-2012-15 declaring 0.538 acres for disposal. The site is the current location of the Highland Water Company building. In addition, the Council adopted Resolution R-2012-16 stating that fifty percent of the property and sales tax generated from the development of the 3.0 acre retail center (Meier's Meats and Fine Foods) would be allocated to the culinary water fund until such time as the cost of the Highland Water Company property (0.538 acres) and building have been reimbursed. An appraisal of the property was completed in July of 2012. The appraised value of the property was \$12.10 per square foot.

In December 2004, the City Council approved a site plan for the development of a 3.0 acre shopping center. The property was incorporated into the approved site plan. Meiers Meats and Fine Foods is the anchor of the development. The site also included three pads totaling an additional  $\pm$  11,600 square feet of retail/commercial space. Users and construction time frames for the pads have not been identified. The property will be developed by WPI.

The site has been planned and zoned for future commercial use as shown on the General Plan and Zoning Maps.

City Council approved a contract January 21, 2014. Mayor Thompson having some concerns with the language requested WPI work with the city attorney to clarify some of the language. This language has been reviewed and agreed upon by both WPI and the Highland City Attorney.

**FISCAL IMPACT:**

**ATTACHMENTS:**

- Previously Approved Contract (with changed areas highlighted)
- Amended Contract (with changed areas highlighted)

## Purchase Agreement

**THIS PURCHASE AGREEMENT** (this "*Agreement*") is made effective \_\_ January 2014 by **HIGHLAND CITY**, a Utah corporation whose address is 5400 W. Civic Center Dr., Ste 1, Highland, UT 84003 ("*Seller*"), and **Highland Town Plaza, L.C.**, a Utah limited liability company whose address is 5455 W. 11000 N., Ste 202, Highland, UT 84003 ("*Buyer*").

### RECITALS:

A. Seller owns fee simple title to certain real property, any associated mineral rights, (collectively, the "*Property*") comprising a total of approximately 0.36 acres that is located in Highland, Utah County, Utah. A plat of the Property is shown on exhibit "A" annexed hereto.

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, as specified in this Agreement. Furthermore, Buyer and Seller both desire an easement ("*Easement*") to be granted in favor of Buyer across Seller's property adjacent to the Property comprising a land area of 0.178 acres and is shown on exhibit "A". Furthermore, Buyer will then grant Seller an easement adjacent to its south property line for access to Seller's pump station. Buyer also agrees to place a temporary utility easement blanketing the fee simple property until utilities relocations are defined and a plat is recorded.

C. This Agreement constitutes the parties' entire agreement regarding the purchase and sale of the Property. This Agreement supersedes all prior agreements and negotiations, oral and/or written, between the parties concerning the purchase and sale of any of the Property.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises, the parties' mutual covenants and undertakings, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale**. At Closing (defined below), Seller shall sell, and Buyer shall purchase, unencumbered fee simple title to the Property (including all mineral rights associated with the Property and certain water rights associated with the Property, if any, on the terms and conditions set forth in this Agreement). Furthermore, at Closing Seller will grant an Easement in favor of the Buyer across its property. Buyer agrees to improve and maintain the land under the easement in a manner acceptable to both Buyer and Seller. Also, Buyer agrees and grants Seller an access easement along its south property line for access to its pump station and Buyer agrees to place a temporary utility easement blanketing its fee simple parcel until utility relocations are defined and a plat is recorded. See Exhibit "A".

2. **Purchase Price**. Subject to any adjustments otherwise required by this Agreement, the aggregate purchase price (the "*Purchase Price*") for the Property and the Easement shall be Three Hundred Thousand Dollars (\$300,000.00) for the 0.36 acres comprising the Property and for the grant of Easement on the 0.178 acres.

3. **Payment of Purchase Price**. At Closing, Buyer shall pay to Seller, in credit against a portion of the \$637,834.95 owed Buyer under the Development Agreement dated March 5<sup>th</sup>, 2003 between Buyer

and Seller, an amount (the “*Balance*”) that constitutes the full Purchase Price for the gross acreage of the Property conveyed by Seller to Buyer and for the Easement granted to Buyer at Closing.

4. **Other Terms of Purchase to Survive Closing.** Buyer acknowledges the Seller’s **water pump station** is located near the Property that is the subject of this transaction and agrees that the purchased Property will become subject to water source protection requirements by Seller and State. Buyer agrees that it will not engage in any activities or development that will jeopardize the water pump station or the the water associated with such station. Additionally, Buyer will not engage in any actions or development that is contrary to any local, State, or federal law, regulation, or ordinance. Buyer also agrees it will be responsible for water, sewer, power line and any other utility relocation or installation that may be necessary for its intended use. Buyer agrees that Seller shall have a right of approval on the SR-92 access design and other improvements that Buyer will place on Sellers land to which Buyer will have an Easement. This section shall survive the closing.

5. **Improvements.** The Property shall be deemed unimproved for purposes of this Agreement. Unencumbered legal title to any fixtures or improvements on the Property as of the Closing Date shall be deemed conveyed to Buyer as of the Closing; provided, however, that from and after the Closing, Seller promptly shall execute and deliver to Buyer such bills of sale or other instruments as Buyer reasonably may request to effect or to confirm the conveyance of such fixtures and/or improvements.

6. **Possession and Seller’s Remaining Right of Use.** Seller shall deliver to Buyer, and Buyer shall assume from Seller, possession and enjoyment of; equitable and legal title to; risk of loss, destruction, condemnation and/or damage to; the Property as of the Closing Date.

7. **Taxes and Assessments.** Buyer shall pay, or cause to be paid, any and all taxes and assessments of every kind and nature, real and personal, which are or which may be assessed and which may become due on or in connection with the Property from and after the Closing Date. All such taxes and assessments for the year of the Closing shall be prorated between Seller and Buyer on a daily basis as of the Closing Date based on the latest information available, with Seller paying the share of such taxes and assessments for the period lying before the Closing Date and Buyer paying the share of such taxes and assessments for the period falling after the Closing Date. All such prorations shall be subject to adjustment between the parties at such time as actual tax bills or other final information becomes available. Seller warrants that it has paid, or caused to be paid, all such taxes and assessments for the year 2012 and all preceding calendar years for which it owned the Property.

8. **Access.** From and after the date of this Agreement, Buyer shall have, at reasonable times and upon reasonable notice, complete access to the Property for the purpose of performing Buyer’s Investigations (defined below). Buyer shall indemnify, defend and hold Seller harmless against and from any and all claims, demands, actions, or other proceedings, actual or threatened, arising from or in any manner related to Buyer’s activities with respect to the Property prior to the Closing.

9. **Investigations and Approvals.** The parties anticipate that Buyer’s efforts to purchase the Property will necessarily include the investigations and “due diligence” described in this section, together with such other investigations as Buyer reasonably may require (collectively, “*Buyer’s Investigations*”):

(a) **Title Insurance.** Before the Closing, Buyer shall cause Title West Title Company, whose address is Title West Title Company, ATTN: Wade Taylor 857 North 900 West, Orem, Utah 84057(the

"Title Company"), phone number (801) 375-3600, to deliver to Buyer a commitment (the "Commitment") to issue a standard coverage owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price, insuring that upon recording the Deed (defined below) Buyer shall be the fee simple owner of good and marketable title to the Property, free and clear of all liens and encumbrances and subject only to the Permitted Exceptions (defined below). Buyer shall have until five (5) days prior to the Closing to disapprove any matters disclosed by the Commitment. All title exceptions not timely objected to by Buyer shall be deemed to be "Permitted Exceptions" to title to the Property, provided that any trust deeds, mortgages, or other liens of a financial nature against the Property shall be deemed disapproved and not Permitted Exceptions even if Buyer fails to timely object to such matters. As of the Closing, Seller shall provide to Buyer, at Seller's cost, the Title Policy insuring that Buyer is the fee simple owner of good and marketable title to the Property, subject only to the Permitted Exceptions. If Buyer is not satisfied with the state of title to the Property, then Buyer may terminate this Agreement at any time until the Closing.

(b) Other Investigations. Until the Closing, Buyer may perform, at its expense, such additional studies, tests, cost analyses, approvals, and other examinations and due diligence as Buyer shall deem appropriate in its sole discretion to determine the suitability of the Property for the uses contemplated by Buyer. If Buyer is dissatisfied with the results of either of such studies, tests, etc., then Buyer shall have until five (5) days prior to the Closing to terminate this Agreement.

#### 10. Representations.

(a) By Buyer. Buyer represents and warrants to Seller that Buyer is not bankrupt or insolvent; that Buyer is fully authorized to enter into and perform under this Agreement; that this Agreement is Buyer's binding obligation enforceable in accordance with its terms; and that this Agreement doesn't conflict with, or cause a default under, any other agreement, judgment or order binding on Buyer.

(b) By Seller. Seller represents and warrants to Buyer that Seller is the owner of fee simple title to the Property; that the Property is not subject to any mechanic's liens arising from work or materials requested by Seller; that there are no adverse parties in possession of any of the Property; that there are no condemnation proceedings pending against any of the Property; that Seller is not under agreement to sell any of the Property to anyone else; that Seller is not bankrupt or insolvent; that Seller is fully authorized to enter into and perform under this Agreement; that this Agreement is Seller's binding obligation enforceable in accordance with its terms; and that this Agreement doesn't conflict with, or cause a default under, any other agreement, judgment or order binding on Seller.

All of the representations and warranties contained in this Agreement shall be deemed restated as of the Closing Date with the same effect as though they had been made on the Closing Date.

(c) No Warranties of Condition. Except as expressly set forth herein, Seller shall transfer the Property to Buyer "as is." Buyer acknowledges that its representatives have physically inspected the Property, and represents that it is not relying upon any representation by Seller regarding any aspect or quality of the Property, except as expressly set forth in this Agreement.

11. Condemnation; Casualty. If, before the Closing, the Property or any material part thereof is materially damaged by a casualty event, or is taken or threatened to be taken pursuant to eminent domain, Seller shall so notify Buyer in writing and Buyer shall have the right, at its election, to terminate this Agreement at any time until the Closing. If Buyer does not so elect to cancel this

Agreement and the Closing occurs, then Buyer shall be entitled to receive all insurance proceeds and/or condemnation proceeds resulting from such damage or actual or threatened condemnation.

12. **Conditions of Closing.** Seller's obligation to close under this Agreement is subject to the fulfillment (or the waiver thereof by Seller in writing) of the following conditions on or before the Closing Date: (a) Seller shall be satisfied that Buyer has full authority to perform Buyer's actions at the Closing; (b) Buyer shall have materially complied with all of Buyer's obligations hereunder, including the payment of the Purchase Price, prior to or on the Closing Date; and (c) as of or at the Closing, Buyer shall have executed and delivered to Seller all documents required or necessary to consummate the transactions contemplated by this Agreement; and (d) that Seller has been able to find a suitable location for and build a new storage facility for replacement of its existing facility.

Similarly, Buyer's obligation to close under this Agreement and to make any payments hereunder is subject to the fulfillment (or the waiver thereof by Buyer in writing) of the following conditions on or before the Closing Date: (a) Buyer shall be reasonably satisfied that Seller has full authority to perform the actions necessary at the Closing; (b) Buyer shall be reasonably satisfied that Seller will be able at the Closing to convey to Buyer fee simple title to the Property, subject only to the Permitted Exceptions; (c) Seller shall have materially complied with all of Seller's obligations hereunder prior to or on the Closing Date; (d) as of or at the Closing, Seller shall have executed and delivered to Buyer all documents required or necessary to consummate the transactions contemplated by this Agreement; and (e) Buyer shall be reasonably satisfied with the results of Buyer's Investigations concerning the Property.

13. **Closing.** Provided that all of the parties' respective obligations under this Agreement have been timely complied with, and that all of the conditions of this Agreement have been satisfied prior to the date of closing (the "*Closing Date*"), the closing (the "*Closing*") of this transaction shall take place at the offices of the Title Company at such time, and on such business day, as reasonably may be specified by Seller upon five (5) days prior notice to Buyer that Seller's replacement storage building is complete; provided, however, that Closing shall occur, if at all, on or before December 31<sup>st</sup> 2014. Seller may have the option to extend the contract based on the inability to complete the replacement storage building for up to two periods of six months each, in which case the Closing shall occur no later than December 31<sup>st</sup>, 2015.

(a) **Deliveries.** At the Closing:

(1) **Seller's Deliveries.** Seller shall execute, acknowledge and deliver to Buyer, through escrow, (i) the Deed conveying to Buyer fee simple title to the Property as provided herein; and (ii) the Easement as provided herein; and (iii) any other documents or instruments contemplated by this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(2) **Buyer's Deliveries.** Buyer shall execute and deliver to Seller any documents or instruments contemplated by this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(b) **Costs.** Seller shall bear the cost of the Title Policy and the cost of recording any documents necessary to clear title to the Property so that such title may be conveyed to Buyer as contemplated herein. The parties shall share equally the escrow fees, if any, charged by the Title Company. Buyer shall pay the cost of recording and/or filing the Deed and the cost of Buyer's

Investigations. All other costs of Closing shall be equally shared by the parties. Each party shall pay its own attorneys' fees and costs with respect to the Closing and the preparation and negotiation of this Agreement and any other agreements and documents contemplated hereby.

(c) Prorations. Real property taxes and installments of current year special assessments on the Property, and other income and expenses of the Property, shall be prorated as of the Closing Date. To the extent that the amounts of such charges and expenses referred to in this section are unavailable at the Closing Date or if prorations are made on the basis of erroneous information or clerical errors, a readjustment of these items shall be made within thirty (30) days after the Closing Date or as soon as practical after discovery of such erroneous information or clerical error.

14. **Termination; Default; Remedies.** If this Agreement is terminated by either party pursuant to a right expressly given it hereunder (a "*Permitted Termination*"), neither party shall have any further rights or obligations hereunder.

(a) Default by Buyer. Buyer shall be in default under this Agreement if Seller has satisfied all of its obligations hereunder and Buyer fails to meet, comply with or perform any covenant, agreement or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

(b) Default by Seller. Seller shall be in default under this Agreement if Buyer has satisfied all of its obligations hereunder and Seller fails to meet, comply with or perform any covenant, agreement or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

15. **Indemnification.** Buyer shall defend, indemnify, save and hold harmless Seller, and its successors and assigns, from and against any and all liabilities and claims (including reasonable attorneys' fees) relating to the Property that arise from facts or circumstances arising from and after the Closing Date unless such claims arise, either directly or indirectly, from any actions or activities of Seller or its agents, employees or assigns. Similarly, Seller shall defend, indemnify, save and hold harmless Buyer, and its successors and assigns, from and against any and all liabilities and claims (including reasonable attorneys' fees) relating to the Property that arise from facts or circumstances existing before the Closing Date unless such claims arise, either directly or indirectly, from any actions or activities of Buyer or its agents, employees or assigns.

16. **Interpretation, Etc.** The following provisions also are integral to this Agreement: (a) this Agreement is binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto; (b) the headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof; (c) 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; (d) 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; (e) any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement; (f) the rights and remedies of the parties hereto 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; (g) this Agreement may not be modified except by an instrument in writing signed by the parties hereto; (h) this Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah; (i) in the event any action or proceeding is brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding; (j) any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (1) upon personal delivery or actual receipt thereof or (2) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing; (k) time is the essence of this Agreement; (l) all of the parties' respective representations, covenants and warranties set forth herein shall survive the Closing and the delivery of any deeds, bills of sale or the like contemplated herein; and (m) this Agreement shall be interpreted in an absolutely neutral fashion without regard to which party was the "drafter" of this Agreement.

17. **No Commissions.** Neither party has had any contact or dealings regarding the sale parcels or the Property to be conveyed hereunder or any communication in connection with the subject matter of this Agreement through any licensed real estate broker or any other person who can claim a right to commission or finders fees as a result of the sale contemplated herein. Each party shall indemnify and hold the other harmless against and from all claims for any real estate commissions and other fees with respect to the procurement and closing of this Agreement made by any person or entity with whom they have dealt or are alleged to have dealt.

18. **Licensee Disclosures.** Buyer hereby discloses to Seller that certain of Buyer's principals are Utah Real Estate Division licensees that are involved in the transactions contemplated by this Agreement for their own accounts.

19. **Force Majeure.** Each date by which a condition or obligation set forth herein must be satisfied shall be extended by the number of days during which satisfaction of such condition or obligation is necessarily delayed by strikes, lockouts, civil strife, war, natural disasters, acts of God, unavailability of materials or supplies, or any other events beyond the control of the party required to perform (but not including the failure of any party to obtain any required financing, except as otherwise provided herein).

**DATED** effective the date first above written.

**SELLER:**

**HIGHLAND TOWN PLAZA, L.C.**  
a Utah limited liability company

By: \_\_\_\_\_  
**Richard L.K. Mendenhall, Manager/Member**

**BUYER:**

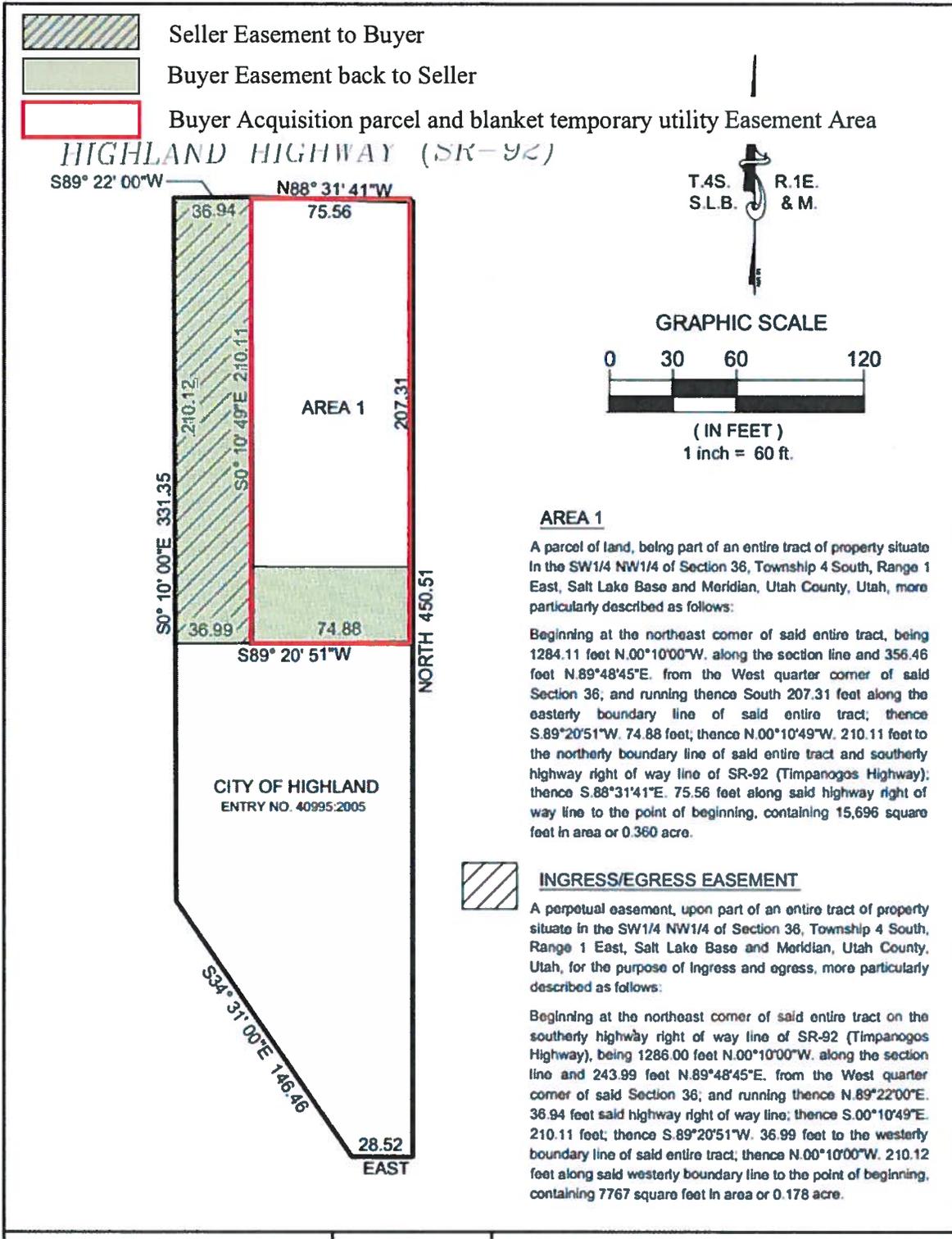
**HIGHLAND CITY,**  
a Utah corporation

By: \_\_\_\_\_  
**Mayor**

ATTEST:

\_\_\_\_\_  
CITY RECORDER

# Exhibit "A" to Real Estate Purchase Agreement (Plat of the Property)



## Purchase Agreement

**THIS PURCHASE AGREEMENT** (this "*Agreement*") is made effective \_\_ April 2014 by **HIGHLAND CITY**, a Utah corporation whose address is 5400 W. Civic Center Dr., Ste 1, Highland, UT 84003 ("*Seller*"), and **Highland Town Plaza, L.C.**, a Utah limited liability company whose address is 5455 W. 11000 N., Ste 202, Highland, UT 84003 ("*Buyer*").

### RECITALS:

- A. Seller owns fee simple title to certain real property, any associated mineral rights, (collectively, the "*Property*") comprising a total of approximately 0.36 acres that is located in Highland, Utah County, Utah. A plat of the Property is shown on exhibit "A" annexed hereto.
- B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, as specified in this Agreement. Furthermore, Buyer and Seller both desire an easement ("*Easement*") to be granted in favor of Buyer across Seller's property adjacent to the Property comprising a land area of 0.178 acres and is shown on exhibit "A". Furthermore, Buyer will then grant Seller an easement adjacent to its south property line for access to Seller's **drinking water deep well and pumping facility**. Buyer also agrees to place a temporary utility easement blanketing the fee simple property until utilities relocations are defined and a plat is recorded. **Additionally, Buyer purchases the Property subject to the established cell tower(s) and the accompanying cell tower encumbrances on the Property.**
- C. This Agreement constitutes the parties' entire agreement regarding the purchase and sale of the Property. This Agreement supersedes all prior agreements and negotiations, oral and/or written, between the parties concerning the purchase and sale of any of the Property.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises, the parties' mutual covenants and undertakings, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Purchase and Sale.** At Closing (defined below), Seller shall sell, and Buyer shall purchase, unencumbered fee simple title to the Property **on the terms and conditions set forth in this Agreement.** Furthermore, at Closing Seller will grant an Easement in favor of the Buyer across its property. Buyer agrees to improve and maintain the land under the easement in a manner acceptable to both Buyer and Seller. Also, Buyer agrees and grants Seller an access easement along its south property line for access to its **drinking water deep well and pumping facility** and Buyer agrees to place a temporary utility easement blanketing its fee simple parcel until utility relocations are defined and a plat is recorded. See Exhibit "A".
- Purchase Price.** Subject to any adjustments otherwise required by this Agreement, the aggregate purchase price (the "*Purchase Price*") for the Property and the Easement shall be Three Hundred Thousand Dollars (\$300,000.00) for the 0.36 acres comprising the Property and for the grant of Easement on the 0.178 acres. **The Three Hundred Thousand Dollar purchase price will be paid by way of a credit toward the debt the Seller owes Buyer.**

3. **Payment of Purchase Price.** At Closing, Buyer shall pay to Seller, in credit against a portion of the \$637,834.95 owed Buyer under the Development Agreement dated March 5<sup>th</sup>, 2003 between Buyer and Seller, an amount (the “*Balance*”) that constitutes the full Purchase Price for the gross acreage of the Property conveyed by Seller to Buyer and for the Easement granted to Buyer at Closing.

4. **Other Terms of Purchase to Survive Closing.** Buyer acknowledges the Seller’s **drinking water deep well and pumping facility** is located near the Property that is the subject of this transaction and agrees that the purchased Property will become subject to water source protection requirements by Seller and State. Buyer agrees that it will not engage in any activities or development that will jeopardize the drinking water deep well and pumping facility or the water associated with such well and facility. Additionally, Buyer will not engage in any actions or development that is contrary to any local, State, or federal law, regulation, or ordinance. Buyer also agrees it will be responsible for water, sewer, power line and any other utility relocation or installation that may be necessary for its intended use. Buyer agrees that Seller shall have a right of approval on the SR-92 access design and other improvements that Buyer will place on Seller’s land to which Buyer will have an Easement. This section shall survive the closing.

5. **Improvements.** The Property shall be deemed unimproved for purposes of this Agreement. Unencumbered legal title to any fixtures or improvements on the Property as of the Closing Date shall be deemed conveyed to Buyer as of the Closing; provided, however, that from and after the Closing, Seller promptly shall execute and deliver to Buyer such bills of sale or other instruments as Buyer reasonably may request to effect or to confirm the conveyance of such fixtures and/or improvements. **Seller reserves the right to approve or disapprove the relocation of any of the current utilities on the Property including, but not limited to, the existing ten-inch water main on the Property.**

6. **Possession and Seller’s Remaining Right of Use.** Seller shall deliver to Buyer, and Buyer shall assume from Seller, possession and enjoyment of; equitable and legal title to; risk of loss, destruction, condemnation and/or damage to; the Property as of the Closing Date.

7. **Taxes and Assessments.** Buyer shall pay, or cause to be paid, any and all taxes and assessments of every kind and nature, real and personal, which are or which may be assessed and which may become due on or in connection with the Property from and after the Closing Date. All such taxes and assessments for the year of the Closing shall be prorated between Seller and Buyer on a daily basis as of the Closing Date based on the latest information available, with Seller paying the share of such taxes and assessments for the period lying before the Closing Date and Buyer paying the share of such taxes and assessments for the period falling after the Closing Date. All such prorations shall be subject to adjustment between the parties at such time as actual tax bills or other final information becomes available. Seller warrants that it has paid, or caused to be paid, all such taxes and assessments for the year 2012 and all preceding calendar years for which it owned the Property.

8. **Access.** From and after the date of this Agreement, Buyer shall have, at reasonable times and upon reasonable notice, complete access to the Property for the purpose of performing Buyer’s Investigations (defined below). Buyer shall indemnify, defend and hold Seller harmless against and from any and all claims, demands, actions, or other proceedings, actual or threatened, arising from or in any manner related to Buyer’s activities with respect to the Property prior to the Closing.

9. **Investigations and Approvals.** The parties anticipate that Buyer’s efforts to purchase the Property will necessarily include the investigations and “due diligence” described in this section,

together with such other investigations as Buyer reasonably may require (collectively, “*Buyer’s Investigations*”):

(a) *Title Insurance*. Before the Closing, Buyer shall cause Title West Title Company, whose address is Title West Title Company, ATTN: Wade Taylor 857 North 900 West, Orem, Utah 84057 (the “*Title Company*”), phone number (801) 375-3600, to deliver to Buyer a commitment (the “*Commitment*”) to issue a standard coverage owner’s policy of title insurance (the “*Title Policy*”) in the amount of the Purchase Price, insuring that upon recording the Deed (defined below) Buyer shall be the fee simple owner of good and marketable title to the Property, free and clear of all liens and encumbrances and subject only to the Permitted Exceptions (defined below). Buyer shall have until five (5) days prior to the Closing to disapprove any matters disclosed by the Commitment. All title exceptions not timely objected to by Buyer shall be deemed to be “*Permitted Exceptions*” to title to the Property, provided that any trust deeds, mortgages, or other liens of a financial nature against the Property shall be deemed disapproved and not Permitted Exceptions even if Buyer fails to timely object to such matters. As of the Closing, Seller shall provide to Buyer, at Seller’s cost, the Title Policy insuring that Buyer is the fee simple owner of good and marketable title to the Property, subject only to the Permitted Exceptions. If Buyer is not satisfied with the state of title to the Property, then Buyer may terminate this Agreement at any time until the Closing.

(b) *Other Investigations*. Until the Closing, Buyer may perform, at its expense, such additional studies, tests, cost analyses, approvals, and other examinations and due diligence as Buyer shall deem appropriate in its sole discretion to determine the suitability of the Property for the uses contemplated by Buyer. If Buyer is dissatisfied with the results of either of such studies, tests, etc., then Buyer shall have until five (5) days prior to the Closing to terminate this Agreement.

## 10. Representations.

(a) *By Buyer*. Buyer represents and warrants to Seller that Buyer is not bankrupt or insolvent; that Buyer is fully authorized to enter into and perform under this Agreement; that this Agreement is Buyer’s binding obligation enforceable in accordance with its terms; and that this Agreement doesn’t conflict with, or cause a default under, any other agreement, judgment or order binding on Buyer.

(b) *By Seller*. Seller represents and warrants to Buyer that Seller is the owner of fee simple title to the Property; that the Property is not subject to any mechanic’s liens arising from work or materials requested by Seller; that there are no adverse parties in possession of any of the Property; that there are no condemnation proceedings pending against any of the Property; that Seller is not under agreement to sell any of the Property to anyone else; that Seller is not bankrupt or insolvent; that Seller is fully authorized to enter into and perform under this Agreement; that this Agreement is Seller’s binding obligation enforceable in accordance with its terms; and that this Agreement doesn’t conflict with, or cause a default under, any other agreement, judgment or order binding on Seller.

All of the representations and warranties contained in this Agreement shall be deemed restated as of the Closing Date with the same effect as though they had been made on the Closing Date.

(c) *No Warranties of Condition*. Except as expressly set forth herein, Seller shall transfer the Property to Buyer “as is.” Buyer acknowledges that its representatives have physically inspected the

Property, and represents that it is not relying upon any representation by Seller regarding any aspect or quality of the Property, except as expressly set forth in this Agreement.

11. **Condemnation; Casualty.** If, before the Closing, the Property or any material part thereof is materially damaged by a casualty event, or is taken or threatened to be taken pursuant to eminent domain, Seller shall so notify Buyer in writing and Buyer shall have the right, at its election, to terminate this Agreement at any time until the Closing. If Buyer does not so elect to cancel this Agreement and the Closing occurs, then Buyer shall be entitled to receive all insurance proceeds and/or condemnation proceeds resulting from such damage or actual or threatened condemnation.

12. **Conditions of Closing.** Seller's obligation to close under this Agreement is subject to the fulfillment (or the waiver thereof by Seller in writing) of the following conditions on or before the Closing Date: (a) Seller shall be satisfied that Buyer has full authority to perform Buyer's actions at the Closing; (b) Buyer shall have materially complied with all of Buyer's obligations hereunder, including the payment of the Purchase Price, prior to or on the Closing Date; and (c) as of or at the Closing, Buyer shall have executed and delivered to Seller all documents required or necessary to consummate the transactions contemplated by this Agreement; and (d) that Seller has been able to find a suitable location for and build a new storage facility for replacement of its existing facility.

Similarly, Buyer's obligation to close under this Agreement and to make any payments hereunder is subject to the fulfillment (or the waiver thereof by Buyer in writing) of the following conditions on or before the Closing Date: (a) Buyer shall be reasonably satisfied that Seller has full authority to perform the actions necessary at the Closing; (b) Buyer shall be reasonably satisfied that Seller will be able at the Closing to convey to Buyer fee simple title to the Property, subject only to the Permitted Exceptions; (c) Seller shall have materially complied with all of Seller's obligations hereunder prior to or on the Closing Date; (d) as of or at the Closing, Seller shall have executed and delivered to Buyer all documents required or necessary to consummate the transactions contemplated by this Agreement; and (e) Buyer shall be reasonably satisfied with the results of Buyer's Investigations concerning the Property.

13. **Closing.** Provided that all of the parties' respective obligations under this Agreement have been timely complied with, and that all of the conditions of this Agreement have been satisfied prior to the date of closing (the "*Closing Date*"), the closing (the "*Closing*") of this transaction shall take place at the offices of the Title Company at such time, and on such business day, as reasonably may be specified by Seller upon five (5) days prior notice to Buyer that Seller's replacement storage building is complete; provided, however, that Closing shall occur, if at all, on or before December 31<sup>st</sup> 2014. Seller may have the option to extend the contract based on the inability to complete the replacement storage building for up to two periods of six months each, in which case the Closing shall occur no later than December 31<sup>st</sup>, 2015.

(a) **Deliveries.** At the Closing:

(1) **Seller's Deliveries.** Seller shall execute, acknowledge and deliver to Buyer, through escrow, (i) the Deed conveying to Buyer fee simple title to the Property as provided herein; and (ii) the Easement as provided herein; and (iii) any other documents or instruments contemplated by this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(2) **Buyer's Deliveries.** Buyer shall execute and deliver to Seller any documents or instruments contemplated by this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(b) **Costs.** Seller shall bear the cost of the Title Policy and the cost of recording any documents necessary to clear title to the Property so that such title may be conveyed to Buyer as contemplated herein. The parties shall share equally the escrow fees, if any, charged by the Title Company. Buyer shall pay the cost of recording and/or filing the Deed and the cost of Buyer's Investigations. All other costs of Closing shall be equally shared by the parties. Each party shall pay its own attorneys' fees and costs with respect to the Closing and the preparation and negotiation of this Agreement and any other agreements and documents contemplated hereby.

(c) **Prorations.** Real property taxes and installments of current year special assessments on the Property, and other income and expenses of the Property, shall be prorated as of the Closing Date. To the extent that the amounts of such charges and expenses referred to in this section are unavailable at the Closing Date or if prorations are made on the basis of erroneous information or clerical errors, a readjustment of these items shall be made within thirty (30) days after the Closing Date or as soon as practical after discovery of such erroneous information or clerical error.

14. **Termination; Default; Remedies.** If this Agreement is terminated by either party pursuant to a right expressly given it hereunder (a "*Permitted Termination*"), neither party shall have any further rights or obligations hereunder.

(a) **Default by Buyer.** Buyer shall be in default under this Agreement if Seller has satisfied all of its obligations hereunder and Buyer fails to meet, comply with or perform any covenant, agreement or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

(b) **Default by Seller.** Seller shall be in default under this Agreement if Buyer has satisfied all of its obligations hereunder and Seller fails to meet, comply with or perform any covenant, agreement or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

15. **Indemnification.** Buyer shall defend, indemnify, save and hold harmless Seller, and its successors and assigns, from and against any and all liabilities and claims (including reasonable attorneys' fees) relating to the Property that arise from facts or circumstances arising from and after the Closing Date unless such claims arise, either directly or indirectly, from any actions or activities of Seller or its agents, employees or assigns. Similarly, Seller shall defend, indemnify, save and hold harmless Buyer, and its successors and assigns, from and against any and all liabilities and claims (including reasonable attorneys' fees) relating to the Property that arise from facts or circumstances existing before the Closing Date unless such claims arise, either directly or indirectly, from any actions or activities of Buyer or its agents, employees or assigns.

16. **Interpretation, Etc.** The following provisions also are integral to this Agreement: (a) this Agreement is binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto; (b) the headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof; (c) 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; (d) 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; (e) any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement; (f) the rights and remedies of the parties hereto 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; (g) this Agreement may not be modified except by an instrument in writing signed by the parties hereto; (h) this Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah; (i) in the event any action or proceeding is brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding; (j) any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (1) upon personal delivery or actual receipt thereof or (2) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing; (k) time is the essence of this Agreement; (l) all of the parties' respective representations, covenants and warranties set forth herein shall survive the Closing and the delivery of any deeds, bills of sale or the like contemplated herein; and (m) this Agreement shall be interpreted in an absolutely neutral fashion without regard to which party was the "drafter" of this Agreement.

17. **No Commissions.** Neither party has had any contact or dealings regarding the sale parcels or the Property to be conveyed hereunder or any communication in connection with the subject matter of this Agreement through any licensed real estate broker or any other person who can claim a right to commission or finders fees as a result of the sale contemplated herein. Each party shall indemnify and hold the other harmless against and from all claims for any real estate commissions and other fees with respect to the procurement and closing of this Agreement made by any person or entity with whom they have dealt or are alleged to have dealt.

18. **Licensee Disclosures.** Buyer hereby discloses to Seller that certain of Buyer's principals are Utah Real Estate Division licensees that are involved in the transactions contemplated by this Agreement for their own accounts.

19. **Force Majeure.** Each date by which a condition or obligation set forth herein must be satisfied shall be extended by the number of days during which satisfaction of such condition or obligation is necessarily delayed by strikes, lockouts, civil strife, war, natural disasters, acts of God, unavailability of materials or supplies, or any other events beyond the control of the party required to perform (but not including the failure of any party to obtain any required financing, except as otherwise provided herein).

**DATED** effective the date first above written.

**SELLER:**

**HIGHLAND TOWN PLAZA, L.C.**  
a Utah limited liability company

By: \_\_\_\_\_  
**Richard L.K. Mendenhall, Manager/Member**

**BUYER:**

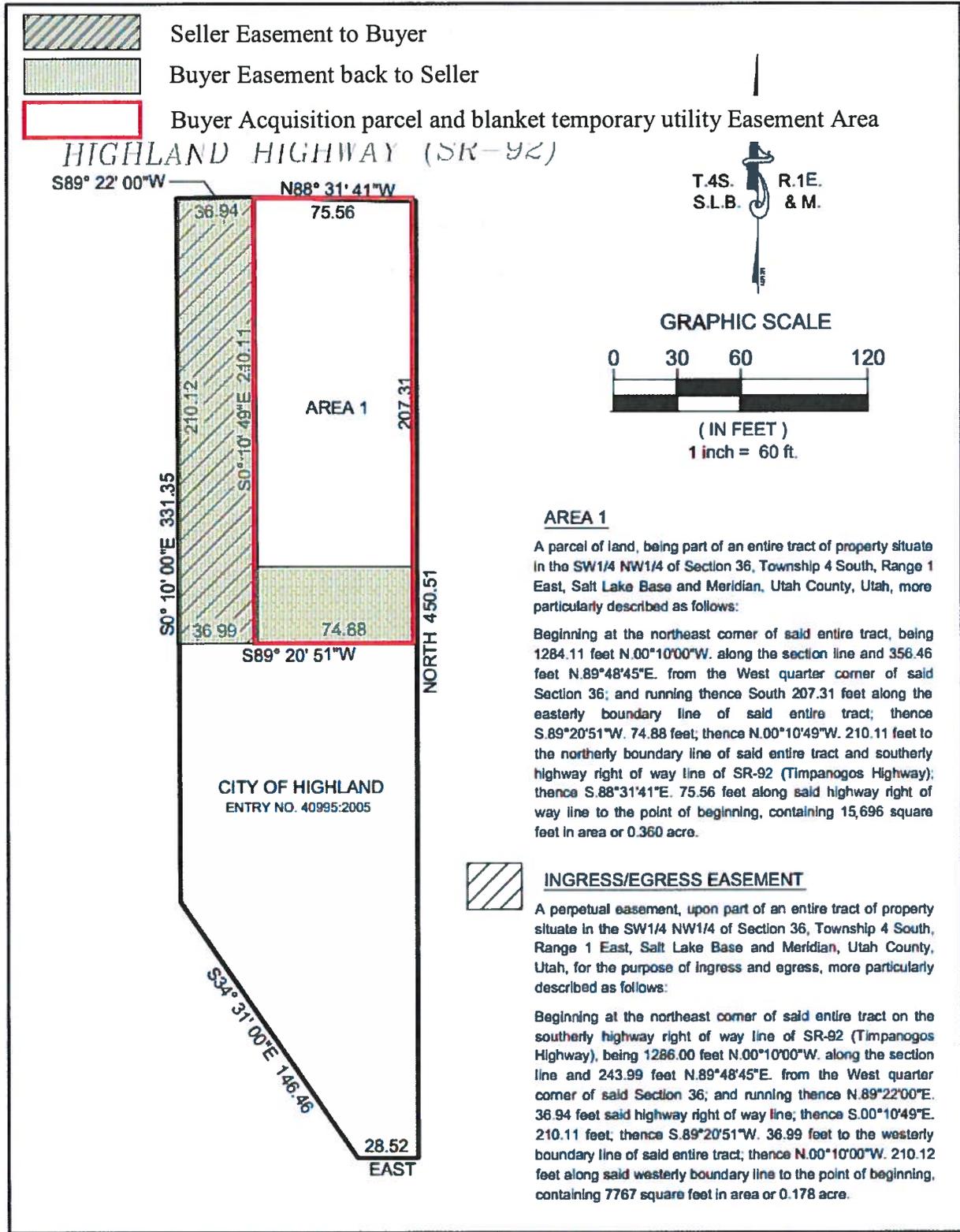
**HIGHLAND CITY,**  
a Utah corporation

By: \_\_\_\_\_  
**Mayor**

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Exhibit "A" to  
Real Estate Purchase Agreement  
(Plat of the Property)





# CITY COUNCIL AGENDA REPORT

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Item # 9

**DATE:** Tuesday, July 15, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Mayor Mark S. Thompson

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**SUBJECT:** RATIFYING THE MAYOR'S APPOINTMENT OF A CITY COUNCIL MEMBER TO THE HIGHLAND CITY LIBRARY BOARD

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**BACKGROUND:**

State law requires a elected City Council representative to be a member of the city library board.

Mayor Thomsons has recommended and proposes the City Council consent to the appointment of Council Member Tim Irwin to the Highalnd City Library Board.

It is recommended the term of this appointment will be effective immediately and conclude at the end of his City Council term or until the Mayor deems nessaccary.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

N/A



# CITY COUNCIL AGENDA REPORT

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Item # 10

**DATE:** Tuesday, July 15, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Aaron Palmer  
City Administrator

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**SUBJECT:** AMENDING SECTION 2.36.060 OF THE HIGHLAND CITY MUNICIPAL CODE  
REGARDING AUTHORITY OF THE COMMUNITY TREE COMMISSION.

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**BACKGROUND:**

Previously there has been some confusion as to the understanding of the Municipal Code regarding the authority of the Community Tree Commission. In order to clarify the authority of the Community Tree Commission and the municipal code it is proposed an amendment be made.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

- Proposed Ordinance

**ORDINANCE NO. 2014-\*\***

**AN ORDINANCE AMENDING §2.36.060 OF THE HIGHLAND MUNICIPAL CODE RELATING TO THE AUTHORITY OF THE COMMUNITY TREE COMMISSION.**

**WHEREAS**, §2.36.060 of the Highland Development Code needs clarification as to the powers of the community tree commission;

**WHEREAS**, the current language can be viewed as ambiguous as to the extent of the community tree commission's authority over the city trees;

**WHEREAS**, the City desires to clarify and enact legislation consistent with the past practices of the City to ensure uniform application of the ordinance;

**NOW THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND CITY, THAT §2.36.060 OF THE HIGHLAND MUNICIPAL CODE BE AMENDED AS FOLLOWS:

**2.36.060 Authority of the commission.**

The tree commission serves in an advisory capacity. Pursuant to §4.12.080 of the City Code, the tree commission shall make recommendations to the city forester and city council concerning the use and planting of trees on public property, together with the recommendation for their care and maintenance, and recommendations concerning urban forestry for the benefit of the residents of the city. The tree commission does not possess independent authority to act without the approval and consent of the city forester or city council. The city, ~~through its community tree commission,~~ shall exercise full control over and regulate the planting, maintenance, and care of public trees.

A. It shall be the duty of the community tree commission to make recommendations to the city forester relating to the planting, pruning, spraying, removing, and irrigating of public trees; to make recommendations to the city forester relating to the regulation and control of the grounds surrounding public trees and places insofar as the same may be necessary for the proper growth, care, and protection of the same.

B. It shall be the duty of the community tree commission to recommend to the city forester the removal of any public or nonpublic tree, or parts thereof, growing on public or private land that has become a nuisance or may be dangerous to the public safety.

C. It shall be the duty of the community tree commission to recommend to the city council the marking, maintenance and preservation of historic or notable trees.

D. The community tree commission with the city forester shall develop a community forest master plan that shall include short-, medium-, and long-range goals along with a strategy for meeting them; an inventory of every public tree; provisions for an annual hazardous tree survey and a process to continually update and improve the community forest master plan.

E. The community tree commission shall have an annual meeting with the city council in January of each year to report on the community tree program. The commission shall recommend a budget

for the community tree program to the city council through the city forester. This budget shall be part of the city annual budget process.

F. The community tree commission shall review commercial site plans and subdivision applications and make recommendations to the planning commission. The community tree commission may also consult with existing subdivisions to develop planting programs in the right-of-way.

G. The community tree commission shall establish educational programs to allow the community to learn the benefits of urban forestry.

PASSED AND ADOPTED THIS 15TH DAY OF JULY, 2014.

MAYOR OF HIGHLAND:

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Mark S. Thompson

ATTEST:

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JoD' Ann Bates, City Recorder

COUNCILMEMBER	YES	NO
Brian Braithwaite	<input type="checkbox"/>	<input type="checkbox"/>
Dennis LeBaron	<input type="checkbox"/>	<input type="checkbox"/>
Tim Irwin	<input type="checkbox"/>	<input type="checkbox"/>
Jessie Schoenfeld	<input type="checkbox"/>	<input type="checkbox"/>
Rod Mann	<input type="checkbox"/>	<input type="checkbox"/>



# CITY COUNCIL AGENDA REPORT

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Item # 11

**DATE:** Tuesday, July 15, 2014

**TO:** Members of the City Council

**FROM:** Mayor Mark S. Thompson

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**SUBJECT:** RATIFYING THE MAYORS APPOINTMENT AS AN ALTERNATE BOARD MEMBER TO THE LONE PEAK PUBLIC SAFETY BOARD

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**BACKGROUND:**

Pursuant to the Interlocal Agreement between the Highland City and the Lone Peak Public Safety Board any city may by resolution designate an alternate Board member to the regular Board on the Governing Board. Such alternate may vote only in the absence of the regular Board member for which the alternate appointment has been made. Unless a regular Board member is absent, an alternate Board member shall have no more right to participate in meetings and deliberations than would a member of the general public. Alternate Board members must also be an elected or appointed officer the represented city.

Mayor Thompson is recommending as an alternate member of the the Lone Peak Public Safety Board with a term to expire in January 2018. They Mayor feels he will would bring great insight and be an asset to have as members of the Board.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

N/A

**RESOLUTION NO. R-2012-\*\***

**A RESOLUTION OF THE  
HIGHLAND CITY COUNCIL  
APPOINTING ALTERNATE MEMBER  
REPRESENTATIVE  
Lone Peak Public Safety District  
(Rod Mann)**

WHEREAS, the cities of Alpine, Cedar Hills and Highland initiated proceedings to create a district to provide public safety services within those jurisdictions to be known as the Lone Peak Public Safety District (the "District"); and

WHEREAS, the District will be governed by a Board of Directors and the Highland City Council desires to make a representative appointment to that Board; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND, UTAH, as follows:

1. That Rod Mann, Councilmember is hereby appointed as an alternate representative to the Lone Peak Public Safety District to vote on Police and Fire/EMS matters in the absence of a regular Board member.
2. That this resolution shall remain in effect until the end of Rod Mann's City Council term.
3. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 15<sup>th</sup> day of July, 2014.

HIGHLAND CITY

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Mark S. Thompson, Mayor

ATTEST:

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JoD' Ann Bates, City Recorder

COUNCILMEMBER	YES	NO
Brian Braithwaite	<input type="checkbox"/>	<input type="checkbox"/>
Dennis LeBaron	<input type="checkbox"/>	<input type="checkbox"/>
Tim Irwin	<input type="checkbox"/>	<input type="checkbox"/>
Jessie Schoenfeld	<input type="checkbox"/>	<input type="checkbox"/>
Rod Mann	<input type="checkbox"/>	<input type="checkbox"/>



# CITY COUNCIL AGENDA REPORT

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Item # 12

**DATE:** Tuesday, July 15, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Mayor Mark S. Thompson

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**SUBJECT:** BULL RIVER TRAIL EASEMENT – BRIAN KAPP PROPERTY

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**BACKGROUND:**

During the construction of the Dry Creek Highlands Subdivision a trail was constructed between that subdivision and the Bull River Subdivision. Brian Kapp purchased and built a home in the Dry Creek Highlands Subdivision, this lot included an easement for the constructed trail.

It was later determined that a portion of the trail had been constructed outside the trails easement and onto Mr. Kapp's property. The city has been working with Mr. Kapp over the last number of years to resolve the issue of the trail being outside the easement. Mr. Kapp's main concerns is if the trail is not in the prescribed trail easement and encroaches upon his property, what is his liability for that section of the trail versus the city's liability.

Mayor Thompson feels there are 3 options in resolving this issue.

1. Purchase some of Mr. Kapp's property, providing a trail easement in order to encompass the trail currently on his property, returning the liability under the city's umbrella.
2. Abandon the trail between the two subdivisions at the deviation points.
3. Move the trail easement to match the trail- removing Mr. Kapp's liability.

**FISCAL IMPACT:**

Unknown at this time

**ATTACHMENTS:**

-

# Mayor and Council Appointments & Responsibilities

## Assignments in 2000

### Mayor:

City Administrator

- City Staff
- City Attorney
- City Engineer

Justice Court Judge

Planning Commission

Board of Adjustments

Mountainland Asso. of Gov. (MAG)

Council of Gov. (COG)

Ut. League of Cities & Towns

Public Safety District

### City Council:

~~Public Safety District Board (Fire/PD)~~

~~Public Safety District Board - Alt.~~

~~Library Board~~

~~Beautification Committee~~

~~Highland Fling~~

~~Youth City Council~~

~~TSSD~~

~~Solid Waste~~

~~Social Media Committee~~

~~Tree Commission~~

~~Arts Council~~

~~Planning Commission Liaison~~

Junior Miss

Parks and Recreation Facilities

Recreation Programs

Pressurized Irrigation

Streets and Sidewalks

Cemetery

Sewer System

Newsletter

Finance & Budget

## Proposed Assignments 2014

### Mayor:

City Administrator

- City Staff
- City Attorney
- City Engineer

Justice Court Judge

Planning Commission

Mountainland Asso. of Gov. (MAG)

Council of Gov. (COG)

Ut. League of Cities & Towns

Public Safety District

### Brian Braithwaite:

Public Safety Board (Fire)

TSSD

Highland Fling

### Dennis LeBaron:

Master Plan Update - Interested

Community Involvement - Interested

Economic Development - Interested

### Tim Irwin:

North Point Solid Waste

Public Safety Board (PD)

Youth City Council

Library Board

### Jessie Schoenfeld:

Utah County Animal Shelter

Tree Commission

Economic Development

Beautification

### Rod Mann:

Social Media

Public Safety Board Alt.