HIGHLAND CITY COUNCIL AGENDA

TUESDAY, DECEMBER 3, 2024

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

VIRTUAL PARTICIPATION

YouTube Live: http://bit.ly/HC-youtube

Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler
Invocation: Council Member Scott L. Smith
Pledge of Allegiance: Council Member Ron Campbell

1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

2. PRESENTATIONS

a. Lone Peak Mountain Bike Park
Steve Sears representing Lone Peak Trails Association will provide a presentation on the Mountain Bike Park.

3. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion. Items on the consent agenda may be pulled for separate consideration.

a. Approval of Meeting Minutes *General City Management*
Stephannie Cottle, City Recorder
October 15, 2024

b. Approval of Meeting Minutes *General City Management*
Stephannie Cottle, City Recorder
November 12, 2024

c. 2025 Meeting Schedule *General City Management*
Stephannie Cottle, City Recorder
The City Council will consider approving the City Council Regular Meeting Schedule for 2025.

4. ACTION ITEMS

a. ACTION: Secondary Vehicle Access for Corey Freeze *General City Management*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider whether to grant permission for Mr. Freeze to use the City's Highland

Glen/ Murdock Canal Trailhad parking lot near Ridgeview as a secondary vehicular access to his property.

b. RESOLUTION: Proposed Sewer Rate Increase *General City Management*
David Mortensen, Finance Director
The City Council will consider increases to Highland City sewer rates in response to increases previously made and additional increases that are expected to be made to the Timpanogos Special Service District (TSSD) rates by the TSSD Board.

c. ACTION: School District Interlocal Agreement Amendment *General City Management*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider an amendment to the interlocal agreement between Highland, Alpine, Cedar Hills, Lehi, American Fork, and Draper related to the creation of a new school district.

d. RESOLUTION: Utah County Major Crimes Task Force ILA Amendments *General City Management*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider approving an extension and other amendments to an interlocal agreement allowing Highland City to participate in the Utah County Major Crimes Task Force.

e. ACTION: Warming Shelters Utah County ILA *General City Management*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider entering into an interlocal agreement with Utah County to donate $2,100 to support homeless services in Utah County.

5. EXPEDITED ITEMS

Items in this section are to be acted upon by City Council. These items have been brought before Council previously. The report and presentation may be abbreviated.

a. ACTION: Library Long-Range Strategic Plan *General City Management*
Donna Cardon, Library Director
The City Council will consider approving the Library's Long-Range Strategic Plan 2024-2029

b. ORDINANCE: Text Amendment: Fire Sprinklers in Single-Family Homes *Municipal Code Update (Legislative)*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider amending the Municipal Code to require fire sprinklers in single-family homes over 10,000 square feet and other single-family homes that meet the conditions set out in state fire code.

c. ACTION: 2025 American Fork Irrigation Company Assessment *General City Management*
Chris Trusty, City Engineer/Public Works Director
The City Council will consider approving payment for the City's annual assessments for the American Fork Irrigation Company.

6. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. No final action will be taken.

a. WPI Site Plan *Land Use (Legislative)*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will discuss the concepts for a new commercial building within the Town Center commercial area, south of Wendy's, and give direction.

7. COMMUNICATION ITEMS

Communication items are informational only. No final action will be taken.

a. 2024 Resident Survey *Jay Baughman, Assistant City Administrator/Community Development Director*

b. Finance Report *General City Management*
David Mortensen, Finance Director
The City Council will receive the Fiscal Year 2024-2025 Quarter 1 Financial Report

c. Annual Conflict of Interest Statements *Rob Patterson, City Attorney/Planning & Zoning Administrator*

8. CLOSED MEETING

The City Council may recess to convene in a closed meeting to discuss items, as provided by Utah Code Annotated §52-4-205.

ADJOURNMENT

In accordance with 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 three days in advance of the meeting.

ELECTRONIC PARTICIPATION
Members of the City Council may participate electronically during this meeting.

CERTIFICATE OF POSTING
I, Stephannie Cottle, the duly appointed City Recorder, certify that the foregoing agenda was posted at the principal office of the public body, on the Utah State website (http://pmn.utah.gov), and on Highland City's website (www.highlandcity.org).

Please note the order of agenda items are subject to change in order to accommodate the needs of the City Council, staff and the public.

Posted and dated this agenda on the 27th day of November, 2024 Stephannie Cottle, CMC | UCC, City Recorder

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

HIGHLAND CITY COUNCIL MINUTES

Tuesday, October 15, 2024

Waiting Formal Approval

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

6:00 PM WORK SESSION

2025 Sewer Rate Fees Study - Consultant Fred Philpot; Lewis, Robertson, & Burningham

The meeting was called to order by Mayor Kurt Ostler as a work session at 6:11 pm. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting.

PRESIDING:	Mayor Kurt Ostler

COUNCIL MEMBERS:

Brittney P. Bills	Present
Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Present - via Zoom
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, City Recorder Stephannie Cottle, Finance Director David Mortensen, City Engineer/Public Works Director Chris Trusty, Assistant Public Works Director Jeff Murdoch, Communications Specialist Brooklyn Wild

OTHERS PRESENT: Jon Hart, Liz Rice

Fred Philpot, representing Lewis, Young, Burningham, participated via Zoom and used the aid of a PowerPoint presentation to summarize the Sewer Utility Rate study. The financial plan objectives include financial ratios relating to revenue sufficiency, cash reserves, and debt service coverage ratio. Additional objectives include ensuring ease of implementation and equity and reviewing rates for a five-year period. Highland City last updated its rates in 2022 and LRB was engaged to complete an update to the sewer rates responsive to an increase from Timpanogos Sewer Service District (TSSD). He presented two spreadsheets detailing operations and maintenance costs and capital improvement projects; these spreadsheets were relied upon to update the sewer fee model. He presented a graph illustrating the days of cash on hand and days of working capital with no new rate increase.

Scenario one includes a rate increase to maintain the two percent annual adjustment targets; the rate increase will maintain the days of working capital target as well as the days of cash on hand. Finally, he presented a chart illustrating the true impact to rate payers; the 2024 combined base rate and usage bill is $53.32 and in 2026, it will

increase to $62.11. This is a 16.5 percent increase, or $8.79 per month. He concluded by discussing the next steps in making the adjustment.

Council Member Cortney stated it is his understanding that the reason for the rate increase is that TSSD increased the amount it charges to Highland City. However, the rate increase is being applied to the City portion of the utility bill, rather than the TSSD portion and he asked for an explanation of that decision. Mr. Philpot stated that is because there is currently an imbalance in the rates; the TSSD rate currently proportionally generates enough revenue to cover TSSD expenses; this adjustment is an attempt to correct the imbalance in the City and TSSD rates. City Administrator Wells added that the manner in which the rate is being adjusted is the most transparent; the City passes through the amount needed for TSSD to operate and retains the amount the City needs to cover City costs.

Council Member Smith stated he understands the rationale behind the rate adjustments, but the bottom line is that this is a 60 percent mid-year increase and a 20 percent increase six months later and as an elected official, there is no way he will support that type of increase in one year. He would be more supportive of incremental adjustments.

Mayor Ostler stated it is his understanding the City was overbilling for the TSSD portion of the utility bill, and the excess revenue was allocated into a City fund. He asked if that is correct. Mr. Philpot stated that the combined rate was intended to cover all operational expenses, but it appears the TSSD portion of the bill generates more revenue than is needed to cover expenses, so it is subsidizing the City's enterprise fund. This is an attempt to make the TSSD amount a full pass through. Mayor Ostler inquired as to the justification for the TSSD increase. Mr. Philpot again presented a table illustrating the TSSD operational and capital expenses. In 2024, the City's expense to TSSD increases from $1 million to $1.5 million, and there is another increase planned for 2026. This is a significant increase to the amount the City pays to TSSD. This led to review and discussion of the manner in which the City's utility bill is formatted to communicate to residents how much they are paying to TSSD and how much they are paying to the City; there was also a focus on the history of the utility bill and the percentage that has historically been allocated to TSSD versus the City.

Council Member Smith stated that people do not understand that the money they pay is given to other service districts or taxing entities; rather, when they hear that their utility bill is increasing, they believe the City is the beneficiary of that increase. It will be difficult for elected officials to communicate the rationale behind these increases to their constituents; he again recommended an incremental increase rather than 80 percent in one year. Council Member Cortney agreed and stated he would prefer that City Administration and Mr. Philpot provide other options for the Council to consider. Mr. Philpot stated that the options are based on the utility models that have been decided upon; however, he can prepare additional scenarios for the Council to consider. Mayor Ostler asked Mr. Philpot to provide two additional scenarios that contemplate a reduction of the days of cash on hand associated with the utility fees. The entire Council concurred they need additional options to consider. Ms. Wells stated Administration will work with Mr. Philpot to provide additional options to consider; there will be another discussion on November 12, with potential action on rate adjustments at the December 3 meeting.

Council Member Smith then reported that the North Pointe Solid Waste Special Services District met recently and reported that the base tipping fee is increasing from $34 to $36 per 1,000 tons of garbage dumped at the facility. This is an additional increase that will impact residents, and it is important to consider all of these matters when acting on any rate increase.

Mayor Kurt Ostler closed the work session at 6:50 pm.

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Ron Campbell
Pledge of Allegiance: Council Member Doug Cortney

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:03 pm. 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 Council Member Ron Campbell and those in attendance were led in the Pledge of Allegiance by Council Member Doug Cortney.

PRESIDING:	Mayor Kurt Ostler
COUNCIL MEMBERS:	
Brittney P. Bills	Present
Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Present - arrived at 7:15 pm
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, City Recorder Stephannie Cottle, Finance Director David Mortensen, City Engineer/Public Works Director Chris Trusty, Assistant Public Works Director Jeff Murdoch, Police Chief Brian Gwilliam, Fire Chief Brian Patten, Communications Specialist Brooklyn Wild

OTHERS PRESENT: Jon Hart, Liz Rice, Ivan Shelton, Wesley Warren, Amy Brinton, Eric Brinton, Doug Malm, Elizabeth Vanlangeveld, Jessica Anderson, Kevin Tams, Mark Vanlangeveld

1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

Liz Rice addressed the discussion during the work session regarding sewer utility rates; she stated that an 80 percent increase in one year is outrageous. She is assuming that the Timpanogos Special Service District (TSSD) is increasing rates for all cities across their service area, and she asked why Highland City is being impacted at a much higher rate. Council Member Campbell clarified that there are 10 cities in the service area. Ms. Rice then referenced the City's use of surveys to poll residents about certain issues that arise in the City; she noted that the City needs to consider the number of residents who are retired or who are nearing retirement age because residents who fit that demographic are being taxed out of living in Highland City.

Ivan Shelton provided the Council with a document detailing a recent air rifle incident in the City; on Tuesday, October 8, he was sitting in his front yard with his young grandchild and they heard multiple popping sounds and heard something striking his home. He went to investigate and found children in the backyard of the neighboring property who were shooting a high-powered air rifle. This was extremely upsetting to him, and he yelled at the children to stop and told them that he was calling the police. The police arrived and spoke with him as well as his neighbors, after which they told him that they could do nothing because the incident occurred on private property. He stated this is upsetting to him because they were shooting towards his home. He encouraged the City to consider some type of regulation that would prohibit discharging a high-powered air gun in a residential area. He referenced the document that he provided to the Mayor and Council, noting it includes a diagram of his property and the neighboring property, and illustrates where the bullets hit his home. He also cited statistics regarding the dangerous range of high-powered air guns, which can be deadly. He also provided the police report he received from the Police Department. He concluded that he has found evidence of deaths resulting from BB guns. He also provided State Law regarding dangerous weapons and included that the City does have the authority to prohibit these types of guns in residential areas of the community or in areas where animals are kept within City limits.

Council Member Kim Rodela arrived at 7:15 pm.

Doug Malm stated he is concerned about agenda item 4a, a plat amendment for lot 312 of Dry Creek. He stated that he lives on the neighboring property and has concerns about how it is to be amended. His driveway is adjacent to the rear property line of the subject property and there is just 2.5 feet of grass between his driveway and the area in which the foundation and retaining wall will be installed, upon which a fence will be installed. This will create a life-safety issue for he and others that are trying to get out of his driveway, or for a pedestrian who is walking on the sidewalk approaching his property. The fence will obstruct the line of sight, and he is very worried about it. He asked the Council to consider this when taking action on this plat amendment; he suggested it may be more helpful for them to visit the property to gain a real understanding of the implications of the installation of the fence.

Mayor Ostler concluded the public comment period by introducing Chris Trusty who was recently hired as the City Engineer/Public Works Director. The Council welcomed Mr. Trusty to the City.

2. PRESENTATIONS

a. Library Board Annual Report *Donna Cardon, Library Director*

Library Board Chair, Amy Brinton, and Library Director Donna Cardon used the aid of a PowerPoint presentation to summarize the 2024 Highland City Library Annual Report. The presentation discussed physical updates at the Library; Library statistics pertaining to patrons, library items, and circulation; budgeting for the Library, including grants and Foundation fundraising; collaboration between the Library and Highland staff; educational resources for children and adults; and community events held at the Library. Ms. Brinton and Ms. Cardon thanked the Mayor and Council for their continued support of the Library, which they consider to be the "Heart of Highland". The Mayor and Council recognized the efforts of Ms. Cardon and the entire Library Board for their passion for the Highland Library and for their efforts to continually improve the services and materials offered to the residents of the community.

b. Recent Employee Certifications and Anniversaries *Erin Wells, City Administrator*

City Administrator Wells recognized the following individuals for receiving certifications that are vital to the job they perform in the City:

- Candice Linford - Certified Business License Official
- Stephannie Cottle – Utah Certified Clerk
- Grant Jones – Residential Building Inspection Certifications

She also recognized the following employees for reaching significant anniversary marks in their careers:

- Terry Biggs – 18 years
- Josh Castleberry – 18 years
- Roy Bond – 14 years
- Tayson Arnoldson – 13 years
- Brad Herzog – 13 years
- Heather White – 10 years
- Erin Wells – 9 years
- Candice Linford – 8 years
- Weldon Nielson – 8 years
- Jayden Yates – 8 years
- Trever Aston – 7 years

- Donna Cardon – 6 years
- Gretchen Homer – 6 years
- Evan Scott – 6 years
- Braden Weiss – 6 years
- Callie Olsen – 5 years
- Wayne Tanaka – 5 years
- Larena Hill – 4 years
- Blade Flanders Johnson – 3 years
- Curtis Lund – 3 years
- Jason Nelson – 3 years
- Scott Townsend – 3 years
- Brent Wallace – 3 years
- Jose Cortes – 2 years
- Kiersten Leavitt – 2 years
- McKay Mecham – 2 years
- Rebecca Rellaford – 2 years
- John Ricks – 2 years
- Aiden Smith – 2 years
- Chandler Bennett – 1 year
- Shellee Bond – 1 year
- Sonia Degriselles – 1 year
- Angela Nielsen – 1 year
- Libby Owen – 1 year
- Brooklyn Wild – 1 year

Finally, she welcomed the following new employees to the City:
- Chris Trusty – City Engineer and Public Works Director
- Brenda Armstrong – Civic Events Coordinator
- Annie Reed – Code Compliance
- Jacob Hess – Code Compliance
- Russell Bybee – Fire Inspector
- Emma Kitchen – Library Page
- Iryna Melnyk – Substitute Library Assistant

Mayor Ostler acknowledged the value each employee contributes to Highland City.

Mayor Ostler then acknowledged Police Chief Gwilliam and asked him to address the comments made by Mr. Shelton regarding the discharge of an air rifle in his neighborhood. Chief Gwilliam stated that the Highland City Code does address the discharge of these types of firearms and indicates they cannot be discharged in a public area. He stated that the incident referenced by Mr. Shelton did not occur in a public area; rather, it occurred on private property. There has been some discussion over the years about regulating air rifles and BB guns and if the Council does want to consider these types of regulations, he is willing to engage in discussions about possible regulations. Council Member Campbell stated he would like to learn if other cities regulate these types of firearms on private property. Mayor Ostler stated that would be wise.

3. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion. Items on the consent agenda may be pulled for separate consideration.

a. Approval of Meeting Minutes *General City Management*

Stephannie Cottle, City Recorder
September 3, 2024

b. Approval of Meeting Minutes *General City Management*
Stephannie Cottle, City Recorder
September 17, 2024

Council Member Cortney provided corrections to both sets of minutes; for the September third meeting, in the discussion regarding the Alpine Highway Fence, which was held during the public comment period, the statement was that only one or two residents were not supportive of the concrete block option. However, the minutes should read that only one or two residents were supportive of the option. For the September 17 meeting, during the discussion of the contract with DLS Consulting, Inc., the minutes read that the City received a $1 million grant for pressure regulating valves (PRVs) and chlorination of two wells, but the grant was actually to prepare for the chlorination of the wells.

Council Member Doug Cortney MOVED that the City Council approve consent item 3a, the approval of meeting minutes from September 3, 2024, with distributed amendments, and 3b, meeting minutes from September 17, 2024, with distributed amendments.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

4. ACTION ITEMS

a. ACTION: Plat Amendment: Lot 312 Dry Creek - Vanlengeveld *Land Use (Administrative)*
Jay Baughman, Assistant City Administrator/Community Development Director
The City Council will consider a request to amend plat note 1 of the Dry Creek Highlands Phase 3 plat to allow for a 14-foot street-side setback on lot 312 instead of the currently required 30-foot street-side setback.

Assistant City Administrator/Community Development Director Baughman provided background information regarding the Dry Creek subdivision; the phase three plat contains the following plat note: "1. Fencing for lots 312 and 315 to be installed at a 30-foot setback from Sunset Hills Drive and Sunset Hills Court ROW's." The effect of this note is to restrict street side lot fencing for two lots beyond what is normally required. Current City fencing regulations require a 30-foot front setback, but not a 30-foot side setback. Side lot fencing along streets are permitted to be on property line if the fence is open style. Privacy fencing for side lot lines along streets must be located 14 feet from back of curb. The plat note for Dry Creek Phase 3 is more restrictive than City code. The applicant, owner of lot 312, desires to install a fence and other improvements on the property, and the 30-foot setback requirement is hindering her ability to use her property as she would like. Staff is uncertain as to why lot 312 is restricted more than other similarly situated corner lots. The minutes from the approval of the Dry Creek Phase 3 Plat, on October 5, 2004, reflect the following: “Kathryn Schramm inquired on lot 312 as it is

basically on two cul-de-sacs and wondered where the lot would be entered. Brad Mackay [the developer] indicated the developer could provide a side entry garage and front it in either direction. He indicated he would be willing to hold the fence back 30' on both frontages." The Council then approved the plat with several conditions, one of which was, "lot 312 be required to have a 30' fence setback on both street sides." There is no further discussion of why lot 312 and 315 were singled out for unique fence setbacks. Based on staff's review, there does not appear to be a need to continue to impose a 30' street-side setback on fences for this property. However, because the restriction is in the form of a plat note, the only way to remove the restriction is to amend the plat for lot 312. Highland City Development Code 5-7-101(3) provides, "A 'plat amendment' means any change or alteration to a recorded plat. The change may be...a change or removal of a condition, note, or other restriction described on the plat...." Staff recommends that the City Council approve the proposed plat amendment to plat note 1 of the Dry Creek Highlands Phase 3 plat to allow for a typical fence setback on lot 312 instead of the currently required 30-foot street-side setback; this recommendation is based upon the following findings:

1. Neither the public interest nor any person will be injured by the proposed plat amendment. The only parties even potentially affected are the applicant and the adjacent 6 or so lots that front onto the two cul-de-sacs that may see the fence being located as permitted by the City's Development Code. There is no harm in the amendment.
2. There is good cause for the amendment, because all requirements of the Development Code related to plat amendments are satisfied and the amendment will allow the applicant to develop and fence their property as desired in accordance with generally applicable fencing regulations. It will allow the applicant to fence her yard in the same way as other corner lots in Highland.
3. All easements are maintained without alteration.
4. No public right of way needs vacating for this amendment.
5. The proposed fence setbacks conform to the City's fencing regulations, which generally permit privacy fences along streets to be located 14 feet from back of curb. The additional recommended stipulation from staff would allow greater flexibility in fencing, while still conforming to City code.

Staff has also proposed the following stipulation: "The amended plat note be adjusted to read, "Fencing for amended lot 312 to be installed at a 14' setback from Sunset Hills Drive and at a 30' setback from Sunset Hills Court Right-of-Ways, or as otherwise permitted by Highland City ordinances." Staff recommends this adjustment (as opposed either to the applicant's proposed language or to just removing the fence plat note altogether) so that the amended plat addresses the fence setbacks, making it clear that the original plat note has been amended, but with the addition of allowing future fencing to conform to generally applicable city ordinances, if those are less stringent than the plat note.

Mayor Ostler invited input from the applicant.

Elizabeth Vanlengeveld stated she appreciates the concerns expressed by her neighbor regarding this plat amendment and noted she shares his concerns; she has tried to address these concerns in the design of her side yard, and she stated that her contractor has provided a copy of her site plan to the City. She stated that on the north side of her property, Mr. Malm's driveway runs along her property line. Setbacks are measured from the back of curb, and she will take the fence 23 feet from the back of the curb, but due to the slope of the property, the retaining wall will increase in height. However, at the point that the retaining wall is two-feet tall, the fence height will reduce to four-feet. The angle of the fence will occur at 14-feet from the back of the sidewalk. This will preserve the line of sight for pedestrians on the sidewalk as well as people trying to enter or exit Mr. Malm's driveway.

Mayor Ostler invited additional input from Mr. Malm.

Doug Malm stated that he has not received communication about the changes to the design discussed by Ms.

Vanlengeveld; however, based upon her explanation, he no longer has objections to the proposed plat amendment as it addresses his safety concerns.

Council Member Scott L. Smith MOVED that City Council adopt the findings and APPROVE the proposed plat amendment to plat note 1 of the Dry Creek Highlands Phase 3 plat to allow for a typical fence setback on lot 312 instead of the currently required 30-foot street-side setback with the following ONE stipulation recommended by staff.

1. *The amended plat note be adjusted to read, "Fencing for amended lot 312 to be installed at a 14' setback from Sunset Hills Drive and at a 30' setback from Sunset Hills Court Right-of-Ways, or as otherwise permitted by Highland City ordinances."*

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

b. ACTION: Plat Amendment: Lots 4-6 Hidden Oaks Plat B - Berry *Land Use (Administrative)*
Jeff Murdoch, Assistant Public Works Director
The City Council will consider a request from Robert Berry to combine lots 4 and 5 of Hidden Oaks Plat B and to adjust the boundary line between lots 5 and 6 of Hidden Oaks Plat B.

Assistant Public Works Director Murdoch explained that the Berry's own lots 4, 5, and 6 of Hidden Oaks Plat B. They would like to combine lots 4 and 5 into a single lot and adjust the boundary of lot 5 and lot 6 to align with the long-standing fence-line that has marked the boundary between the two lots. This would reduce the overall density in the area by one lot. It would also reduce the size of lot 6 by approximately 1,500 square feet, making lot 6 27,178 square feet (0.624 acres). While this property is currently zoned R-1-40, the Hidden Oaks development is a PUD - Planned Unit Development. It was specifically approved as a master-planned development, like Ridgeview or Skye Estates. Accordingly, staff believes that it is appropriate to evaluate this plat amendment under the standards of the PUD, rather than the R-1-40 zone, as we would do for a plat amendment for an open space subdivision. The Hidden Oaks PUD was approved March 14, 1979. While the exact details and terms of the PUD are not fully clear from City records, it is clear that the PUD is similar to the City's open space subdivision concept, in that the PUD allows density to be calculated based on a 1 unit per acre basis (for a maximum of 70 lots over 69.9 acres), but does not require lots to meet normal R-1-40 size standards, and the developer was required to improve common areas and park spaces to offset the smaller lot sizes. The original PUD ordinance adopted by the City Council on March 14, 1979, immediately prior to the approval of the Hidden Oaks PUD, provides that the minimum lot size for lots in a PUD was "to be approved by Planning Commission and City Council." The Hidden Oaks PUD allows for a variety of lot sizes, ranging from 18,000 square feet (0.414 acres) to 60,800 square feet (1.397 acres), as long as the total number of lots in the PUD do not exceed 70. Accordingly, the approved minimum lot size is 18,000 square feet, though most lots are in the 20,000 to 30,000 square foot range. There was a somewhat similar plat amendment in 1994 to four lots within the PUD (lots 9-12 of Plat C), wherein the property owner shifted lot lines between the lots to reduce three of the lots down to 20,000 square feet and increase the size of the fourth lot to 21,500 square feet. The Council in

1994 approved the amendment, finding that the applicant was "not changing the number of lots, and none of the lots are less than 20,000 sq. ft." Staff believes that a similar approach is appropriate with the present plat amendment.

The proposed plat amendment will reduce the size of lot 6 slightly, but it will remain over 27,000 square feet, which is well over the minimum of either 18,000 or 20,000 square feet allowed in the Hidden Oaks PUD, and the amendment will decrease density, rather than increasing it. In addition, at the request of staff, the Berry's are dedicating a 20' wide pressurized irrigation easement along the southwest boundary of lot 6. The City has an existing PI main that runs through this lot that was installed with the buildout of the PI system, and this easement will allow the City to have a property right to protect, maintain, and access that main. Staff recommends that the City Council approve the proposed plat amendment, based upon the following findings:

1. Neither the public interest nor any person will be injured by the proposed plat amendment. The Berry's own the affected properties and support the amendments.
2. There is good cause for the amendment, because all requirements of the Development Code related to plat amendments are satisfied and the amendment will allow the applicant to develop and use their property as desired and as they have historically used their properties, per the existing fence-line boundary.
3. All easements are maintained without alteration. The Berry's are also granting the City a new, 20-foot wide PI easement, protecting an existing water facility.
4. No public right of way needs vacating for this amendment.
5. Because these lots are part of the Hidden Oaks PUD, which primarily regulates lots based on total number and density, rather than particular size, the adjustment to the lots will not cause the lots to become nonconforming under the PUD. While lot 6's size will be decreased, it will remain at least 20,000 square feet, the minimum size allowed by R-1-40 and the general lower limit of the Hidden Oaks PUD. This amendment will not substantially alter the use or status of lot 6. The proposed plat amendment will not increase the number of lots within Hidden Oaks, but rather reduce overall density below the maximum approved by the Council.

Staff does not propose any stipulations for this approval.

Council Member Campbell asked how large lot 6 was before the proposed plat amendment. Mr. Murdoch answered the lot size is only changing by about 1,500 square feet.

Council Member Cortney stated that one item of note is that in the PD zone, when a lot consolidation is allowed, a lot subdivision will be allowed in the future because a certain number of lots have been approved in the subdivision. City Administrator Wells stated that this project is actually a Planned Urban Development (PUD) with its own special requirements, however it complies with the minimum standards of an R-1-40 development.

Council Member Rodela asked if consolidation of the lots also results in consolidation of water shares. Mr. Murdoch stated there is a water connection on lot six and he would assume there is already a sewer connection as well. However, he was unsure of any utility connections on lots four and five, which were previously combined. Ms. Wells added that the number of water shares that must be dedicated to the City is based upon acreage, not the number of lots. Council Member Rodela stated she simply wants to be sure there is sufficient water dedicated to cover the intended use of a property; if the purpose of combining lots is for the owner to have a larger yard, which would likely increase the area that is landscaped and must be watered, she wants to be sure the owner has dedicated enough water to irrigate that area. This led to whether it is necessary to include a condition of approval requiring elimination of a utility connection on one of the lots, if both lots subject to the amendment have their own connections.

There was brief discussion among the Mayor, Council, and staff regarding whether a condition is needed to address the potential subdivision of lot six at some point in the future. The Council determined it was not appropriate to address that matter in the motion to approve the plat amendment.

Council Member Doug Cortney MOVED that City Council adopt the findings and APPROVE the plat amendment combining lots 4 and 5 of Hidden Oaks Plat B and adjusting the boundary line between lots 5 and 6 of Hidden Oaks Plat B with the stipulation that staff ensure that one of the water connections is eliminated if there is more than one on a lot due to the consolidation.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

c. ACTION: Plat Amendment: Sunrise Farms-Dry Creek Lot Line Adjustment and Conservation Easement Vacation *Land Use (Administrative)*
Jay Baughman, Assistant City Administrator/Community Development Director
The City Council will consider a request to amend lot 105 of Sunrise Farms and lot 6 of Dry Creek Phase 1 to adjust their mutual boundary line and to vacate a portion of a private conservation easement.

Assistant City Administrator/Community Development Director Baughman explained Israel Patterson seeks to amend the corner property lines between his property (lot 105 Sunrise Farms - new lot 202) and his neighbor's property (lot 6 Dry Creek - new lot 203). The proposed amendment will shift approximately 1,700 square feet of property from Dry Creek lot 6 to Sunrise Farms lot 105. It will also adjust the existing public utility easements to follow the new lot lines. The area proposed to be shifted out of the Dry Creek subdivision is encumbered with a "private conservation easement." This private conservation easement is defined on the Dry Creek plat as follows: “These areas have been deemed to include land features which are either environmentally or historically unique, and which if modified or altered, would alter the nature and character of the community in an adverse manner. These conservation areas include natural water courses, old growth wooded areas, and topographically unique land features, which should be preserved for their inherent beauty and value. The conservation areas are to remain in their natural state. Vegetation in these areas cannot be removed or modified except to remove dead fall of diseased or dying plants. Additional planting of indigenous plants which will enhance the conservation areas shall be allowed. No permanent structures may be constructed in the Conservation Areas. Owners of Lots encumbered by the Private Conservation Areas shall take title to their Lots subject to these the Private Conservation Area restrictions. The area in the Private Conservation Areas shall not be subject to public access and shall be owned in fee simple by the Lot Owner.”

Staff's primary concern with the proposed amendment is that it vacates a private conservation easement. This easement was established by the developer of the Dry Creek subdivision with the approval of the City to protect the natural landscape, vegetation, and slopes of those areas. Because this is a private, rather than a public, conservation easement, it is regulated and enforced through the private covenants, conditions, and regulations

(CC&Rs) of Dry Creek subdivision. Because of this, staff is comfortable approving the plat amendment and vacating a portion of the private conservation easement, so long as the applicant obtains the approval of the other affected lot owners within Dry Creek in accordance with their CC&Rs. Staff would not recommend splitting the conservation easement between the lots, because it would make a portion of lot 105 in Sunrise Farms be subject to the CC&Rs of a different subdivision. Staff would support either denying the plat amendment request, if Mr. Patterson cannot get the support of Dry Creek to vacate the conservation easement or approving the plat amendment request subject to the approval of the affected Dry Creek lot owners. At the time of writing this report, the applicant has not yet been able to provide documentation that the vacation of the private conservation easement has been approved by adjacent property owners pursuant to applicable Dry Creek CC&Rs. Because the next City Council meeting is approximately one month away, staff felt it appropriate to still put this item on the agenda and provide this recommendation as a stipulation of approval. If the approval cannot be obtained, the proposed amended plat will not be recorded, effectively resulting in the denial of the application. The final concern that staff has with this request is that staff has not received the approval of the utility companies for the relocation of the public utility easements. However, this is a relatively minor issue that can be resolved prior to plat recordation. If the conservation easement is vacated, staff does not have concerns with the Council approving the plat subject to the utility companies approving the PUE adjustments.

Staff recommends that the City Council either deny the proposed plat amendment or approve the proposed plat amendment subject to the applicant submitting documentation, to the City Attorney's satisfaction, that the vacation of the private conservation easement has been approved by adjacent property owners pursuant to applicable Dry Creek CC&Rs and the utility companies have approved the adjustment to the PUEs. This recommendation is based upon the following findings:

1. Neither the public interest nor any person will be injured by the proposed plat amendment, provided that the other owners of lots within the Dry Creek who may have an interest in the enforcement and preservation of the private conservation easement agree to the partial vacation of that conservation easement. If the approval of the other lot owners cannot be obtained, this amendment does harm the public interest and those other lot owners--who share in the conservation easement's benefits and burdens--by allowing a portion of property that was meant to remain in a natural, undisturbed state to have its protection and conservation status removed.
2. There is good cause for the amendment, because all requirements of the Development Code related to plat amendments are satisfied and the amendment will allow the applicant to develop their property as desired, provided that the other owners of lots within the Dry Creek who may have an interest in the enforcement and preservation of the private conservation easement agree to the partial vacation of that conservation easement. If this approval is not obtained, however, there is not good cause for this amendment, because (a) granting the amendment would negatively impact adjacent property owners, (b) amendment is a matter of preference by the property owners, not a matter of need, and (c) each lot remains a legal, developable, and beneficial zoning lot without the amendment.
3. The proposed amendment adjusts public utility easements. Approval of the utility companies is required prior to plat recordation to ensure that desired public easements are preserved.
4. No public right of way needs vacating for this amendment.
5. The two lots, as amended, will meet size, frontage, and other zoning requirements set forth in the Development Code.

Staff also recommends the following stipulations:

1. Prior to recordation, the applicant must submit documentation, to the City Attorney's satisfaction, that the vacation of the private conservation easement has been approved by adjacent property owners pursuant to applicable Dry Creek CC&Rs.
2. Prior to recordation, the applicant must submit documentation, to the City Attorney's satisfaction, that the utility companies have approved the adjustment to the public utility easements.

Staff recommends these stipulations, because they require the applicant to complete the final steps to obtain third party approval of the adjustments to the conservation and public utility easements before recording the plat. Again, if those third-party approvals cannot be obtained, then the proposed amended plat will not be recorded, effectively resulting in the denial of the application.

Council Member Smith stated he believes City staff should have required the applicant to secure the third-party approvals and support from the other owners in the development before presenting this application to the City Council; if the City Council approve the plat amendment, that may put undue pressure on others to feel they must support the amendment as well. Mr. Baughman stated he understands that position, but it would be burdensome for the applicant to obtain support from third-party agencies and from all their neighbors and they did not want to expend that effort if the City Council intends to deny the application.

Council Member Rodela stated she is comfortable acting on the application so long as the applicant understands and agrees to the stipulations of the approval. The Council briefly discussed the options before them regarding the application and how many other property owners the applicant must receive support from in order to proceed with the lot amendment. A majority of the Council concluded they need more information before acting on the application rather than approving the application with the recommended stipulations.

Council Member Doug Cortney MOVED that the City Council CONTINUE this item until the next meeting.

Council Member Kim Rodela SECONDED the motion.

Mayor Ostler communicated that his understanding of the council discussion is that if the applicant is able to communicate to the Council that they have support and the plat amendment does not violate the CC&Rs for their neighborhood, the Council will likely approve the plat amendment.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

5. EXPEDITED ITEMS

Items in this section are to be acted upon by City Council. These items have been brought before Council previously. The report and presentation may be abbreviated.

a. ACTION: Hogs Hollow Drainage Project *General City Management*
Jeff Murdoch, Assistant Public Works Director
The City Council will consider awarding Baker Construction the 2024 Hogs Hollow Drainage Project.

Assistant Public Works Director Murdoch explained this project aims to assist with flood mitigation efforts following the 2023 improvements made to the City-owned property directly south of the Hogs Hollow Pressurized Irrigation (PI) pond. After an intense spring runoff event, staff built a swell to divert drainage away from the downhill residents. Currently, overflow water from the hillside now flows down Angels Gate in the street. This project will redirect the water to empty into the Hogs Hollow drainage. The City received a total of two bids for this project, although four contractors were invited to bid. Baker Construction possesses the required Utah Contractors License to perform this type of work and was the lowest bid. The City has worked with Baker

construction on previous projects and has been pleased with their work. Staff recommends that Baker Construction be awarded the 2024 Drainage Improvement Project. The cost of this project is $36,792.80, which includes a 10 percent contingency.

There was brief discussion among the Council and staff regarding the scope of work for the project and the effect the completed project will have on future flooding potential of the area.

Council Member Kim Rodela MOVED that City Council APPROVE the 2024 Hogs Hollow Drainage Project to Baker Construction in an amount up to $36,792.80.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

b. ACTION: Culinary Pressure Reducing Valve (PRV) Installations *General City Management*
Jeff Murdoch, Assistant Public Works Director
The City Council will consider awarding Noland and Son Construction Co Inc. the 2024 PRV Vaults installation project.

Assistant Public Works Director Murdoch explained Council and staff have discussed the needs for Pressure Regulating Valves (PRVs) in the City's culinary system in recent months. Further, in 2024, the City's legislative consultant was asked to focus on obtaining a grant for various culinary water projects, including PRV installation. He was ultimately successful in assisting the City in obtaining that grant. This proposed PRV project is a continuing component of the water resource grant initiative that has been in progress since 2013. Highland City has considered this upgrade to the culinary system for many years and included it in the capital facilities plans, knowing the water pressures in the south and western portions of Highland are extremely high. This project will not only prolong the life of the system in these areas, but also increase the safety of our crews by reducing the line pressure in the event of a leak. High pressures also cause increased stress on homeowners' systems. Noland and Son Construction Co Inc. possess the required Utah Contractors License to perform this type of work and were the low bid on the project. They are known as reputable contractors who provide high quality work. Staff recommends the 2024 PRV project be awarded to them, at a cost of $190,850 with a 10 percent contingency.

There was brief discussion among the Council and staff regarding the impact that the PRVs could have on culinary water pressures in residences.

Council Member Cortney then asked why there is a cost for SCADA for well #3, but not in Pheasant Hollow. City Engineer/Public Works Director Trusty explained different data is needed for a well than for a PRV, which is why SCADA is only needed on the well. Council Member Cortney asked if there is already a SCADA system in well #3, which is why the cost is required. Mr. Trusty answered yes. Pheasant Hollow does not have a SCADA system.

In closing, there was brief discussion about the water lines that will be impacted by this project, specifically the lines in the private Pheasant Hollow development.

Council Member Doug Cortney MOVED that the City Council APPROVE the 2024 PRV vault project and award the contract to Noland and Son Construction Co Inc in the amount up to $190,850 and AUTHORIZE the City Administrator to sign the contract documents.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*No*

The motion carried 4:1

6. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. No final action will be taken.

a. Timpanogos Library Consortium *General City Management*
Donna Cardon, Library Director
The City Council will consider the Library's future participation in the Timpanogos Library Consortium.

Library Director Cardon explained in April 2024, the directors of the American Fork and Pleasant Grove libraries approached the Highland Library Director about a proposed collaboration they were considering. The collaboration (which has tentatively been named the Timpanogos Library Consortium, or TLC) would involve these key points:

- The three libraries would establish a courier system to deliver materials between the libraries weekly.
- The three libraries would establish a common catalog.
- Patrons from each library would be able to request items from one of the other libraries and have them delivered to their home library for checkout. Likewise, patrons could return materials from other libraries to their home library, which would then deliver them to their library of origin.

Instituting the consortium would require making some changes to the Highland circulation policy. Highland would have to charge the same nonresident fee of $90 as the Pleasant Grove and American Fork libraries, and Highland would be required to eliminate overdue fines to match the policies of the other two libraries. The library would still be able to charge fees for lost or damaged items. Ms. Cardon discussed the need for the consortium; joining the TLC would be an economical way of meeting a growing need in the library. Since 2018, when the library reached its current physical size, library usage has increased due to the increase in the population of Highland and the increased popularity of the library. Circulation of physical materials increased from 159,000 in 2018 to 195,00 in 2024. During that same time, however, the number of physical items in the collection decreased from 45,668 to 43,430. This decrease has been due to budget constraints, physical space constraints, and a renewed effort to weed books to provide space for quality and in-demand books. The amount spent on print materials has decreased from $41,600 to $36,900 because the demand for eBooks has caused the library to spend more money on electronic materials. Ideally, the library would increase its collections to try to meet demand. The library's physical capacity is about 50,000 books. If the library were to purchase 6,570 more books to reach capacity, the cost would be about $125,000. By joining the TLC, Highland patrons would gain access

to 141,600 additional physical items that they could check out from our location. There would be costs to joining the TLC. The organization would eventually acquire a vehicle to transport library items depending on demand. In the interim, staff members would drive their own vehicles and be reimbursed for mileage based on standard rates. There would also be a loss of income from overdue fines/fees. Finally, there would also be a cost of staff time to manage the holds and transport library items. Despite these costs, participation in TLC would be much less expensive than expanding the collection to meet the growing demand. Ms. Cardon discussed the fiscal impact of the TLC, including staff time and shared vehicle costs, for a projected annual cost of $2,200 to $5,700. Staff recommends the Council consider the information provided regarding potentially joining the TLC and provide feedback.

Mayor Ostler facilitated discussion among the Council and Ms. Cardon regarding the proposal; there was a focus on any anticipated benefits of joining with the other larger libraries. Council Member Smith expressed support for joining the TLC, because doing so will give Highland patrons access to more products and services. Council Member Campbell expressed support for eliminating late fees for library materials, based upon the explanation he has received from Ms. Cardon.

7. COMMUNICATION ITEMS

Communication items are informational only. No final action will be taken.

a. Removing Commercial Requirement in Planned Developments *Jay Baughman, Assistant City Administrator/Community Development Director*

Assistant City Administrator/Community Development Director Baughman explained on October 22, 2024, the Planning Commission will review the Highland City Development Code, Chapter 3, Article 5, related to planned developments, with the proposal from staff to remove the requirement that planned developments include a commercial aspect as part of the development. This amendment is being proposed to accomplish one of the City's moderate income housing strategies and goals.

Council Member Smith expressed concern about the amendment; he does not want to sacrifice commercial uses, which would ultimately reduce the City's sales tax revenue, especially since the only reason for the change is to comply with an affordable housing mandate from the State of Utah. This led to high level philosophical discussion and debate among the Council and staff regarding the implications of the code amendment. City Administrator Wells clarified that commercial uses will not be prohibited in PDs; the amendment will eliminate the requirement for a certain percentage of the project area to consist of commercial use. Council Member Smith stated that he believes most developers will opt for high density residential development over including a commercial component in the project.

Council Member Campbell stated that he supports the amendment on the basis that it will not eliminate the Council's right to require a commercial development in any future PD project.

b. Political Activities *Erin Wells, City Administrator*

City Administrator Wells invited the Council and Mayor to ask questions about allowed political activities for elected officials. There were no questions, though Council Members complimented staff on the direction they provided regarding political activities. There was a brief review of the election calendar up to and following the November 5, 2024 Election Day. City Recorder Cottle invited elected officials to share her contact information with any resident who has a question about their ballot or elections in general.

In closing, there was a brief discussion about upcoming special events in the community and holiday parties, as well as the need to replace the City's Christmas lights that are no longer under warranty.

ADJOURNMENT

Council Member Scott L. Smith MOVED to adjourn the regular meeting and Council Member Doug Cortney SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 9:16 pm.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on October 15, 2024. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC
City Recorder

DRAFT

HIGHLAND CITY COUNCIL MINUTES

Tuesday, November 12, 2024

Waiting Formal Approval

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

4:00 PM SITE TOUR

Highland Family Park & Parks Maintenance Building

Elected Officials Present: Mayor Kurt Ostler, Council Members Brittney P. Bills, Ron Campbell, Doug Cortney, Kim Rodela, Scott L. Smith

City Staff Present: City Attorney/Planning & Zoning Administrator Rob Patterson, City Engineer/Public Works Director Chris Trusty, Assistant City Administrator/Community Development Director Jay Baughman, Parks Superintendent Josh Castleberry

Others Present: Dustin Larson

The City Council met at 4:00 pm at the Highland Family Park. While at the park, the Council observed the progress on the baseball fields, soccer fields, and Ninja course. The Council then went to the new Parks Maintenance Building located at approximately 5378 W 10400 N. The Council discussed the layout of the building and associated amenities, including the fueling station and trash enclosure. The discussion concluded with a review of the completion schedule for the building and associated grounds.

The site tour ended at 4:50 pm.

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler
Invocation: Council Member Kim Rodela
Pledge of Allegiance: Brittney P. Bills

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:00 pm. 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 Council Member Kim Rodela and those in attendance were led in the Pledge of Allegiance by Council Member Brittney P. Bills.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS:
Brittney P. Bills Present

Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Present
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells (via Zoom), Assistant City Administrator/Community Development Director Jay Baughman, City Attorney/Planning & Zoning Administrator Rob Patterson, City Recorder Stephannie Cottle, Finance Director David Mortensen, City Engineer/Public Works Director Chris Trusty, Police Chief Brian Gwilliam, Fire Chief Brian Patten, Communications Specialist Brooklyn Wild

OTHERS PRESENT: Jon Hart, Wesley Warren, Denise Christiansen, Eileen Miller, Marie Loveless, Tim Loveless, Heather Heras, Fred Philpot (via Zoom)

1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

There were no public comments.

Mayor Kurt Ostler proceeded to Item 3 to allow time for Heather Heras with the Farmer's Market to arrive at the meeting.

3. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion. Items on the consent agenda may be pulled for separate consideration.

a. Approval of Meeting Minutes *General City Management*
Stephannie Cottle, City Recorder
October 1, 2024

Council Member Doug Cortney presented a list of corrections which he requested be changed in the minutes. The list of changes is included with the supporting materials with the minutes.

Council Member Doug Cortney MOVED that the City Council approve consent item 3a, the October 1, 2024 meeting minutes, with the proposed amendments. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

2. PRESENTATIONS

a. Highland Farmer's Market
Heather Heras will provide a brief review of the 2024 Highland Farmer's Market.

Heather Heras used the aid of a PowerPoint presentation to provide a review of the 2024 Farmer's Market; she

discussed products offered by various vendors, live music and special events, and the financial data for the 2024 season. Mayor Ostler congratulated Ms. Heras for launching the event this year and making it through the entire 2024 season. Council Member Smith agreed and asked Ms. Heras if she and the market vendors are interested in coming back next year. Ms. Heras indicated the vendors are interested and patrons are excited to have access to the market in future years. This led to discussion among Ms. Heras and the Mayor and Council regarding opportunities for making the market better next year; feedback from vendors regarding their success at the market; and sales tax regulations for vendors at the Market. Mayor Ostler asked City Attorney Patterson if the City can assist Ms. Heras in advertising the Farmer's Market next year. Mr. Patterson answered yes; since the City technically partnered with Ms. Heras to produce the event, the City can help to advertise it and allow signage on City property.

The Council and Mayor thanked Ms. Heras for her efforts to bring an element to Highland City that has been desired by residents. Ms. Heras then concluded that she will be out of the country for a few months next year and she would like to connect the City with Good 4 Life Markets in order for the Highland Farmer's Market to continue. She introduced Denise Christiansen from Good 4 Life Markets. Ms. Christiansen discussed her experience operating farmers markets in other communities and noted she looks forward to working with Ms. Heras to keep the Highland market going in future years. Mayor Ostler thanked Ms. Christiansen for her input and stressed the importance of supporting local Highland vendors at the Highland farmer's market. Ms. Christiansen agreed and stated that local vendors are given preference when there are multiple vendors of the same type of product.

4. ACTION ITEMS

a. PUBLIC HEARING/ORDINANCE: Amendment to PD Zone to Remove Commercial Requirement *Land Use (Legislative)*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider amending the City's Planned Development (PD) zone requirements to remove the requirement to include commercial uses within a PD.

City Attorney/Planning & Zoning Administrator Patterson explained that Utah State law requires cities to adopt at least three specific moderate income housing strategies out of a list created by the State and provide a timeline and benchmarks for how those strategies would be implemented. On January 24, 2023, the Planning Commission reviewed potential strategies to be incorporated into the City's moderate income housing plan within the City's general plan, to comply with the State mandate. The Commission recommended adopting three strategies, with related timelines and benchmarks, to be adopted as the City's moderate income housing plan: strategy "E" (easing regulations for internal and detached ADUs), "N" (providing a mortgage assistance program for city employees), and "U" (developing zoning and other regulations for housing projects for disabled or senior residents). The City Council considered the Planning Commission's recommendation on February 7, 2023. The Council agreed with the Commission on adopting strategy "E" related to ADUs and strategy "U" for senior housing, but did not adopt strategy "N" related to mortgage assistance. Instead, the Council adopted strategy "F" as the third strategy.

Strategy "F" deals with zoning for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers. These strategies and benchmarks were submitted to the State, which approved them as satisfying the City's moderate income housing requirement under state law. The proposed amendments address one of the benchmarks/timeline goals of Strategy "F" related to zoning for higher density or moderate income residential in certain commercial or mixed-use zones.

Mr. Patterson then discussed the City's implementation of the moderate-income housing strategies in the General Plan, noting the proposed PD zone amendments deal with the second benchmark related to removing a commercial aspect in Planned Development (PD) zones. As written in the City's moderate income housing plan,

the City stated that it would remove the requirement for commercial components in new PDs, not just consider it. If the City fails to accomplish its moderate-income housing goals and strategies, there is a possibility that the City will be subject to daily fines ($500) and be disqualified from certain transportation funding (which the City generally does not currently receive).

Planned Developments are a special type of development where a developer proposes a unique development type, and requests that a new zone be created to allow and facilitate that development and master plan. PDs allow for residential and commercial developments that differ from the City's traditional residential or commercial zoning. PDs require legislative approval because they involve re-zoning property to apply new, site-specific zoning requirements. So, each PD must be reviewed by the Planning Commission and then ultimately approved by the City Council as a legislative matter. Examples of PDs in Highland include Ridgeview, Skye Estates, Ten700, and Wild Rose. Each of these areas have been rezoned with a specific master plan and zoning regulations unique to the PD. As part of that plan and zoning, the PDs were permitted to increase their residential density beyond what the City traditionally allowed (allowing 4 to 10 units per acre, instead of the traditional 1 unit per acre) and, in some cases, were permitted to allow multifamily housing in addition to denser single family (townhomes, twin homes, etc.). The City has historically required that each PD include a commercial aspect or portion in addition to increased residential density. This is why Ridgeview, Skye Estates, Ten700, and Wild Rose have at least one commercial site within the PD.

The City's moderate income housing strategy requires the Planning Commission and Council to remove this commercial requirement in 2024. The moderate-income housing strategy lists this as an item the City "shall" do, not just consider. To change this requirement, the City would need to amend the moderate-income housing portion of the city's general plan. The proposed amendments remove the requirement that PDs have a mix of residential and non-residential uses and remove the requirement that PDs be located solely in the City's "mixed-use" land designation in the general plan. This would allow PDs that facilitate mixed types of residential uses in addition to the traditional PDs that mix commercial and residential uses. These amendments also allow greater flexibility for developers to place residential PDs in appropriate areas (such as existing commercial or mixed-use developments or major transit investment corridors) without also needing to amend the general plan to designate the property as "mixed-use." The Planning Commission held a public hearing regarding the proposed amendments on October 22, 2024. One resident spoke during the public hearing, voicing opposition to the removal of the requirement for commercial within PDs and stating (in effect) that, while the City can theoretically still require commercial in future PDs, it is harder to impose that requirement if it is not a code requirement. The Planning Commission discussed the matter, and eventually unanimously voted to recommend approval of the proposed amendments, with the addition of language that would have a commercial component remain as an expectation of all PDs, unless there is sufficient justification for the lack of commercial in a new PD. The proposed amendments have been modified to incorporate the recommendation from the Planning Commission, adding the following language under Section 3-510(1): “All PD Districts are expected to include a commercial or mixed-use (residential and non-residential) component, unless such component is not feasible or desirable for the proposed PD District, as determined by the City Council in its discretion.” Ultimately, approval of the location of a PD and the specific uses, density, housing types, and other zoning details for a new PD would be up to the Planning Commission and City Council. As recommended by the Planning Commission, these amendments allow developers to propose non-commercial PDs if the developer can provide justification as to the lack of commercial, but do not obligate the City to approve a particular type or location of PD zone or PD development or to approve the lack of commercial as part of any new PD. These amendments also would not undo or amend any existing PD. The developer of an existing PD would have to request a major amendment to its existing PD zone to remove existing requirements for commercial uses, which would require legislative approval with the Planning Commission and City Council's review. The City would not be obligated to approve that type of amendment. Mr. Patterson then concluded by discussing the potential impact the City may experience if the proposed amendment is not approved; the City must submit annual reports to the State of Utah regarding moderate income housing implementation indicating that:

- “demonstrate that the [city] made plans to implement three or more moderate income housing

strategies" and

- Provide "sufficient information" for the division to:
    - Assess the city's progress in implementing the MIH strategies
    - Monitor compliance with the city's implementation plan
    - Identify a clear correlation between the city's land use regulations and land use decisions and the city's efforts to implement the MIH strategies

In 2025, the City will be required to submit the next annual report; if the proposed amendments are not adopted, the State may determine that City has not complied with its moderate-income housing strategies and may deem the report and City's efforts deficient. Failure to file and failure to correct "deficiencies" in a report can result in $500 per day fees and disqualify the City from certain state transportation grants and funds (not class C road funds); however, cities have not seen these penalties implemented yet.

Council Member Smith referenced Section 3-510(1)(a), in which the amended text cites 'a mix of residential housing types, including moderate income housing, single-family and multi-family housing, and senior housing uses'. The City has not defined townhomes or twin homes as multi-family housing, and he inquired as to the City's definition of multi-family housing. Mr. Patterson stated he would define multi-family housing as including townhomes and twin homes and he noted that the information in his staff report indicating otherwise was incorrect. Council Member Smith stated that he was the resident who attended the Planning Commission meeting and spoke; he was a member of the Council when the PD zone was initially created and the Council felt very strongly that a PD project should include a commercial element, especially if the project is located along a main highway. He fears that if that requirement is removed from the PD zone ordinance, there will be no interest on the part of developers to include commercial space in a PD project. The City has a small commercial base already and he is worried about removing the potential for additional commercial development. He believes that if the proposed ordinance amendment had been approved before the Ridgeview project was constructed, that project would not include Costa Vida, which generates sales tax for the City. He added that the Sky Estates project includes area that is prime for commercial development, but he is worried that a developer would not pursue a commercial use if they are not required to. He is frustrated with the State of Utah relative to their affordable housing mandate because it can impact the City's ability to attract commercial uses, which contribute heavily to a municipality's tax base.

Mayor Ostler discussed the four remaining areas of the City that would be eligible for PD zoning and the types of commercial uses that could be successful in those areas; he shares Council Member Smith's concerns about eliminating the commercial requirement for a PD project because a developer may opt for high density housing on the space that would have otherwise been reserved for commercial development. Council Member Campbell stated that it is his understanding that the Council would still have the ability to require commercial development in any PD project, even if the text amendment is approved. Council Member Bills stated that may be correct, but eliminating the text from the ordinance could change the expectation of any developer that is interested in a PD project. If they do not see the commercial requirement in the code, they may be surprised to any such requirement from the Council, even if that is allowed. Council Members Rodela and Smith agreed. The Mayor and Council engaged in high level discussion about development options for various undeveloped parcels in the City.

Council Member Smith referenced the Ridgeview Project, which is a 112-acre project between Lone Peak Highway and the canal; the State of Utah developed a master plan for that project, which was approved by the State Legislature in 2013, and it included a great deal more commercial area than what The Boyer Company has been pushing for. Developers make most of their money from residential development. He acknowledged the Planning Commission was very concerned about the potential for the City to be fined $500 per day for failing to correct deficiencies or comply with the State mandate, but he is more concerned about the long-term implications of removing the commercial requirement and reducing the City's sales tax revenue potential.

Mayor Kurt Ostler opened the public hearing at 8:08 pm.

Wesley Warren stated most of the discussion at the Planning Commission meeting was productive and he agreed with the points raised by Council Member Smith during the Planning Commission meeting. He stated commercial development is very important and he wished it were possible to 'get the State off the City's back' in terms of this type of issue. However, the Planning Commission was concerned about recommending something to the Council that could result in a daily fine. He believes the text amendment helps the City to comply with the State mandate, but it does not eliminate the City's ability to require commercial development in PD projects. He stated that including language in the City Code and General Plan that establishes the City's expectation for commercial development in PD projects should be sufficient as he cannot envision any Council in the future being supportive of trading high density housing for commercial development. He feels the amended language provides the City with more power and freedom and for the City Council to play more of an active role in what types of development come to the City.

Mayor Kurt Ostler closed the public hearing at 8:11 pm.

Council Member Bills stated she agrees with everything Mr. Warren said; she added she reviewed the meeting minutes from 2022 in which the City Council selected affordable housing strategies to include in the General Plan and under 'strategy F', the Plan addressed the remaining 425 lots in Ridgeview and removing the commercial requirements in PD projects. However, it seems those two matters have been separated from one another. Mr. Patterson stated that the Plan was submitted to the State of Utah in 2022, and they rejected it based upon those two goals being combined. The two issues were separated from one another in response to that rejection from the State.

Council Member Cortney stated that he would like to make one change to the Planning Commission's recommendation; he feels that if a PD contains a commercial use, it should still be required to be in a mixed-use zone. He does not understand the point of residential zones if they include commercial elements. The proposal from the Planning Commission strikes-out the text that 'PD districts shall only be located in the mixed-use category', which makes sense because the City is now contemplating PD districts that have no commercial requirement. However, he would like to change the language to read 'PD districts containing commercial use shall only be located in the mixed-use land use category'. This led to high level philosophical discussion of the implications of Council Member Cortney's recommendation and there was a general consensus that there is no direct correlation between commercial development and affordable housing. Council Member Rodela stated the State's theory is that freeing up property for affordable housing that was otherwise set aside for commercial development, will ultimately lower the housing prices in the City. Council Member Smith stated that theory has not come to fruition. Philosophical discussion and debate among the Mayor, Council, and staff continued and the group agreed that elimination of the commercial requirement in the PD zone is akin to the City 'playing a game' to meet the State mandate. They concluded to approve the text amendment but make adjustments to the General Plan to identify areas that must be developed commercially rather than with a high-density residential use in the future.

Council Member Kim Rodela MOVED that City Council APPROVE the proposed amendments to Chapter 3, Article 5 of the Highland Development Code.

Council Member Ron Campbell SECONDED the motion.

Council Member Cortney addressed Mr. Patterson and asked for confirmation that an additional option the Council has is to not make the proposed change tonight and adjust the General Plan at a later date. He asked if Mr. Patterson believes that removal of the requirement from the General Plan would result in rejection of the annual report. Mr. Patterson stated he does not have a feel for the position the State may take because he has only been part of one annual report on the matter. He stated the Council can approve the amendment tonight and revisit the affordable housing component of the General Plan as part of the update; the City Code can then be adjusted at any time in the future if the Council decides to revert back to the current language or to employ a

different strategy. Mayor Ostler agreed and stated the City can simply be very careful with adjustments to the General Plan Land Use Map to clearly identify the areas in which commercial is desired/required.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*No*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*No*

The motion carried 3:2

Council Member Smith then stated that at the end of the Planning Commission meeting during which this matter was discussed, there was a brief discussion on how the City receives sales tax revenue for online purchases made by City residents. He stated when he makes an internet purchase, his address is classified as being in American Fork and he would like for City staff to look into the matter and determine if there is sales tax leakage for online sales. Mayor Ostler stated that Amazon uses 'sector codes' to determine where sales tax revenue should be allocated, but some residences do not have a specific sector code that determines their correct City, and this has resulted in leakage. He stated it may be time for the City to apply for its own zip code that would ensure the City receive online sales tax revenue. Council Member Smith stated he would like to pursue a zip code for the City. Finance Director Mortensen stated he will research that process and get back to the Council.

b. ORDINANCE: Cross Connection Control Authority Statement *Municipal Code Update (Legislative)*

Chris Trusty, City Engineer/Public Works Director

The City Council will consider the implementation of a Cross Connection Control Authority Statement as an ordinance in Highland City. This ordinance aims to protect our public water supply by preventing contamination through cross-connections. Under this ordinance, property owners would be required to install, maintain, and regularly test backflow prevention devices to safeguard our drinking water.

City Engineer/Public Works Director Trusty stated that he is aware of concerns that have been raised by Council Member Cortney regarding this matter; he would like to make brief comments tonight but asked that the Council continue this item to the next City Council meeting to give him time to adjust the proposal. He noted the intent of this ordinance is to protect the City's public water supply by preventing contamination through cross-connections. Under this ordinance, property owners would be required to install, maintain, and regularly test backflow prevention devices to safeguard drinking water.

Council Member Smith stated that 20 years ago, Highland Water Company came into his neighborhood and ensured there were backflow devices installed to prevent any cross contamination. He believes this had been done in most neighborhoods of the City and he asked if the authority statement is intended to address new developments or existing developments. Mr. Trusty stated he does not anticipate inspecting all homes in the City and he agreed backflow devices have been properly installed in most developments of the City; however, as new development occurs, it is important to ensure that backflow regulations are enforced.

Council Member Campbell stated that his home had a valve that could be easily switched, and cross-contamination could occur; he has since replaced that valve. If the City can require the installation and regular testing of backflow prevention devices, it should do so, but he is still struck by the fact that the City is liable for any backflow from the sewer system. There are systems that can be installed in new homes that would prevent sewer backflow on residential properties. The City could save itself a lot of liability and money if that type of

system were to be required on residences in the City. He asked if other cities have imposed that type of regulation. Mr. Trusty stated he would be happy to look into that issue; it is his understanding that one-way sewer valves can also create as much problem as benefit, but he will research the matter and report back to the Council.

Council Member Scott L. Smith MOVED to CONTINUE the item on cross connection controls until staff has time to do more research.

Council Member Doug Cortney SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

5. EXPEDITED ITEMS

Items in this section are to be acted upon by City Council. These items have been brought before Council previously. The report and presentation may be abbreviated.

a. RESOLUTION: Interlocal Agreement with Cedar Hills - Building Inspection Services *General City Management*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider a proposed interlocal agreement with Cedar Hills City to provide mutual aid in providing building inspection services.

City Attorney/Planning & Zoning Administrator Patterson explained in 2024, the Utah Legislature adopted Senate Bill (SB) 185, which requires cities to maintain a list of at least three approved third-party building inspectors who can provide a building inspection in the event the city cannot provide an inspection within the required three business days. Highland City currently has two private firms contracted to provide building inspection services and, due to the Council's prior approval of a similar agreement, has Draper City as the third third-party inspector. The proposed agreement with Cedar Hills is nearly identical to the Draper City agreement and staff recommends approval of the agreement.

Council Member Ron Campbell MOVED that City Council approve the interlocal agreement with Cedar Hills and ADOPT the proposed resolution.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

b. ORDINANCE: Smith Annexation Ordinance Update *Land Use (Legislative)*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider adopting a revised ordinance approving the annexation of the Smith property and consenting to the mutual Lehi-Highland boundary

City Attorney/Planning & Zoning Administrator Patterson explained on September 17, 2024, the City Council approved the Smith annexation subject to negotiation of an annexation agreement and payment of impact fees. Annexations must be completed within 60 days of the approving ordinance being adopted; the annexation agreement has been signed and recorded and impact fees paid, but the annexation is incomplete because of a boundary line issue between the property owners and Lehi City. He presented an aerial image of the subject property to identify the boundary line issue, and noted the proposed action is a boundary line adjustment between Lehi City and the property owners. However, there has been some concern about whether the State and County will accept the cities' consent without formal boundary adjustment process. Therefore, staff recommends adopting a new annexation approval ordinance to consent to boundary line adjustment and to restart the 60-day window in order to allow the annexation to remain "live" while these issues are being resolved.

Council Member Campbell asked if there is a fence along the boundary line. Mr. Patterson answered yes, the proposed boundary line follows the fence line.

Council Member Smith commented that he is pleased to have an opportunity to annex a small portion of Lehi City into Highland City.

Council Member Scott L. Smith MOVED that City Council ADOPT the ordinance approving the Smith annexation subject to the conditions set forth therein.

Council Member Doug Cortney SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

6. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. No final action will be taken.

a. Fire Station Driveway Bid *General City Management*

Chris Trusty, City Engineer/Public Works Director

The City Council will consider Fire Station driveway and parking lot improvements.

City Engineer/Public Works Director Trusty presented photos and a video of the Fire Station property, explaining the parking lot is deteriorating significantly, showing signs of cracks and corrosion. Additionally, the current turn radius into the garage is causing excessive wear on the fire truck tires as well as the parking lot. To address these issues, the parking lot requires complete reconstruction, including widening to better accommodate the fire trucks. Originally, staff provided an estimate to reconstruct the parking lot of $100,000 to have a placeholder in the City budget. Now that a design has been generated and quantities calculated, it is apparent that actual costs will be

much more expensive. Staff worked with the design consultant to look at alternative construction methods to reduce some of the costs. City staff are looking for direction from the City Council on how they would like to proceed. Costs are expected to be between $280,000 and $340,000 based on engineer estimates for the improvements. Staff believes some of the costs could be reduced by using City staff to perform the demolition needed for the project, which is valued at $75,400. The staff recommendation is to move forward with the all-concrete layout. Concrete is more durable than asphalt and would look better than the asphalt parking and concrete driveway option. Mr. Trusty concluded that depending on how the Council wishes to proceed, additional funding would be required to cover the costs. Funding for this expense is included within the FY 2024/2025 budget at $100,000.00 in GL 42-40-65. Any additional funding would likely come from the city's general fund balance for the difference in cost.

Finance Director Mortensen added the City Council and Administration have previously discussed the need for a portion of the Fiscal Year (FY) 2024 General Fund reserve to be transferred to the Capital Project Funds; at that time, Administration did not have a specific amount for the Council to consider, but felt the need was between $1 and $1.5 MM. Now that the audit is complete, he believes the amount needed is closer to $1.8 MM and that is due to the formula the State has developed to give cities the ability to determine the percentage of the city's total budget that can be held in reserves. He stated this excess fund balance is a potential source of funding for this project if the Council chooses to use it in that manner.

Council Member Campbell stated that he has never bought a high-quality product and regretted it; however, has bought something of low quality and regretted it and he would apply that way of thinking to City projects. He supports the recommendation of all concrete for this project.

Council Member Smith asked when the Fire Station was built and occupied, to which Chief Patten answered 2008. Council Member Smith asked if the new driveway will be higher quality than the existing driveway, which also appears to be constructed of concrete. Chief Patten stated that the fire truck weighs 82,000 pounds and when all eight tires on the truck are pushing to make a 90-degree turn, excess wear and tear on the concrete occurs. An improved design eliminating a sharp turn would have helped to preserve the existing concrete for a longer period of time. Mr. Trusty added he does not believe the existing concrete has been enforced with rebar and that contributed to the disrepair. He believes that the proper design, proper installation, and proper maintenance would contribute to an expected life of the new surface of 30 years. This led to high level discussion of the staff estimate of the cost of the project and the manner in which the project will be submitted to the market for bid. Council Member Smith expressed support for proceeding with the bidding process, but stated he is concerned about the high cost of this project.

b. Fire Sprinklers For Homes Over 10,000 sq ft *Municipal Code Update (Legislative)*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will give direction on whether to require fire sprinklers in certain single-family residential homes.

City Attorney/Planning & Zoning Administrator Patterson explained under the current State Fire Code Act, Utah Code 15A-5-203, cities may require that certain single family home construction include automatic fire sprinklers. However, the requirement for fire sprinklers is not automatic; the state fire code states that cities "may require an automatic sprinkler system for the structure only by ordinance and only if any of the following conditions exist...." So, unless the Council adopts an ordinance, fire sprinklers are not required for single family homes. The conditions under state law in which the City can require sprinklers are:

- When the home is in the urban-wildland interface area;
- Where fire hydrants do not exist nearby;
- Where the only fire apparatus access road has a grade greater than 10% for more than 500 continual feet;
- Where the home is over 10,000 square feet; and

- Where the home is double the average size of other homes in the subdivision under 10,000 square feet.

Staff had previously understood the requirement for fire sprinklers in single family homes over 10,000 square feet to be an automatic requirement of state fire code. However, after an objection from a home builder, staff became aware that this requirement is optional, and unless the Council adopts a specific ordinance, the building and fire department cannot require that a home has fire sprinklers. Staff recommends adopting an ordinance to require automatic fire sprinklers in certain homes. It appears that most adjacent cities have adopted an ordinance specifically requiring fire sprinklers in larger homes or have adopted standards that incorporate sprinkler requirements, such as urban-wildland interface fire code requirements. He noted the recommendation from the Fire Department is to adopt an ordinance that would mirror state code, requiring fire sprinklers in all of the listed conditions. The Building Division was open to a narrower ordinance that required all listed conditions, except that they would be required for homes over 10,000 square feet unless the home demonstrates that there is adequate fire flow to adjacent fire hydrants. This approach would be similar to the ordinance adopted by Lehi (requiring fire sprinklers if "The water supply to the structure does not provide at least one thousand (1,000) gallons per minute fire flow for a minimum of thirty (30) minutes, if the total square foot living space exceeds ten thousand (10,000) square feet."). Staff is looking for direction from the City Council on whether the Council would like to require fire sprinklers for single-family home construction and, if so, in what circumstances.

Mr. Patterson and Chief Patten facilitated discussion among the Mayor and Council regarding the administrative burden of adopting an ordinance that addresses the matter; the Council asked Chief Patten if it is his recommendation to require fire sprinklers for all conditions listed above, to which Chief Patten answered yes and noted all other cities surrounding Highland have a sprinkler requirement. The Council indicated they trust Chief Patten's expertise and expressed a willingness to consider adoption of an ordinance.

There was brief discussion about the cost of a fire sprinkler system for a large home and whether there is any connection between this matter and housing affordability. Mr. Patterson stated the sprinkler system will only make a home more expensive. Council Member Cortney stated his main concern is protecting individual homes as well as the rest of the City in the event of a fire in a large home. Mr. Patterson noted that the City has been requiring fire sprinklers for homes over 10,000 square feet; the only reason this issue has been raised is that someone pushed back against the City's requirement and City staff discovered that the City must have an ordinance in order to impose the requirement.

c. Sewer Rate Increase *General City Management*
David Mortensen, Finance Director
The City Council will consider options for sewer rate increases in response to increases previously made and additional increases that are expected to be made to Timpanogos Special Service District (TSSD) rates by the TSSD Board.

Finance Director Mortensen explained that on October 15, 2024, the City Council held a work session regarding proposed sewer rate increases. A presentation with the administration's recommendation was given by Fred Philpot with LRB Public Finance Advisors (LRB), the City's financial advisor, who has been working on the sewer rate study for the past several months. After considering the proposed increases, Council asked staff to prepare and present additional options, including a phased-in approach for the increase, as well as looking at what increases would be required if a lower "days of cash on hand" target of 270 days was used in the rate study model rather than the previously presented 365 days.

Mr. Philpot, LRB, used the aid of a PowerPoint presentation to reiterate the previous rate increase option discussed during the October 15 work session, as well as the additional options requested by the Council. Scenario two is a rate increase to maintain the target rate, but with a phased implementation approach. The City's rate would adjust by 18 percent each year until 2030, and the TSSD rate would adjust by two percent starting in 2027 and through

2030. He presented a graph to illustrate the manner in which this option would impact the days of cash on hand. He noted that the long-term rate for utility customers is higher under scenario two; the 2024 combined rate is $53.32 and that would increase to $57.07 in 2026. This represents a seven percent, or $3.75 increase. By 2030, the rate would be $73.16, which is 37.2 percent or $19.84.

Council Member Smith asked if these amounts reflect the average utility costs currently paid by users. Mr. Philpot clarified that the costs are based upon use; the costs presented are based upon five units of use. Council Member Cortney asked Mr. Philpot if he knows the percentile of the City that fits in the five units of use category, to which Mr. Philpot answered no.

Mr. Philpot then discussed scenario three, which would be to maintain a lower target rate. This assumes the first-year rate increase is adopted at mid-year; thus, the utility fund realizes the increase for half the year. Under this scenario, the 2024 rate of $53.32 would increase to $59.24 in 2026 (11.1 percent), and $64.12 in 2030 (20.3 percent).

Scenario four is a rate increase to maintain a lower target, but with a phased approach. This also assumes the first-year rate increase is adopted at mid-year; thus, the utility fund realizes the increase for half the year. This would result in an increase to $56.07 in 2026 (5.2 percent) and $67.79 in 2030 (27.1 percent).

Scenario five is a rate increase to maintain a lower target of days of cash on hand, but with a combined increase. This assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year. Under this scenario, the rate increases to $57.34 in 2026 (7.5 percent), and $66.31 in 2030 (24.4 percent). The rate impact is shared between the City and TSSD under this scenario. He then concluded by summarizing the current baseline as well as the implications of each of the scenarios:

- Baseline Scenario Analysis: Days of Cash Insufficient
- Scenario 1: Large Upfront Increase to City Rate, 365 Days of Cash Target
- Scenario 2: Equalized Increase to City Rate, 365 Days of Cash Target
- Scenario 3: Balanced Upfront Increase to City Rate, 270 Days of Cash Target
- Scenario 4: Equalized Increase to City Rate, 270 Days of Cash Target
- Scenario 5: Equalized Increase to All Rates, 270 Days of Cash Target

He also provided a table offering a comparison of the rate implications under all five scenarios.

Mr. Mortensen and Mayor Ostler then facilitated discussion among the Council regarding the purpose of cash on hand, and there was a debate about the appropriate number of days of cash on hand for the City to pursue and the option that will most closely align with the City's position on that matter.

Council Member Smith stated that many different fees are increasing for residents, and he is leaning towards a phased approach with a lower number of days of cash on hand. Council Member Campbell agreed; he stated he came to the meeting determined to support scenario one, but he now is more supportive of a phased approach and feels option three or five is sufficient to accomplish the City's goals.

Council Member Cortney asked if the numbers that have been presented would help the City get to the 2030 target number, to which Mr. Mortensen answered yes. Council Member Cortney stated that with a phased approach, growth will be relatively rapid above the target level after 2030 because the fee in 2030 will be higher than at present. Mr. Mortensen clarified the goal was not to get to the target number by 2030, but based upon several variables, the days of cash on hand will be near the target by 2030. Council Member Cortney asked if that means the reserves will grow beyond the target after 2030. Mr. Philpot stated that depends on if the City continues with inflationary increases beyond 2030 and how the capital plan for the City changes after 2030. Council Member Cortney stated that capital expenses should be the same beyond 2030, but the average customer will be paying

$4.50 per month more than under scenario one, even though the upfront increase is significantly higher than if the increases were phased. Mr. Philpot stated that is correct. Council Member Cortney asked if there is a minimum balance that must be maintained for proper account management for the sewer account. City Engineer/Public Works Director Trusty stated that spending is heavier earlier in the fiscal year, with revenue coming in throughout the year.

Mayor Ostler polled the Council to determine if they are comfortable with a scenario that provides 270 days of cash on hand. Council Members Smith and Campbell reiterated their support for 270 days cash on hand. Council Member Rodela stated she is comfortable with 270 days cash on hand and supports scenario three. Mr. Philpot pointed out that scenario three is an upfront increase of the City's portion of the rate, and a 270-day cash on hand target. Scenarios four and five include a phased increase approach. Council Member Campbell stated he prefers scenario five, with scenario three being his second choice. Council Member Smith agreed. Council Member Bills stated that she prefers scenario three, with scenario five as her second choice. Council Member Cortney agreed. Council Smith stated he does not like the upfront increase to the City rate under scenario three. Mr. Mortensen stated staff would like for the Council to communicate which scenario they prefer in order for the matter to be publicly noticed and included on the next Council agenda for an action; however, if the Council is split, he can prepare two different resolutions to be presented at the December meeting. He added that staff supports scenario three because at present, the TSSD rate is subsidizing the cost of City infrastructure operation and maintenance. Scenario three is the first step in correcting that issue to ensure that the City's portion of the rate pays for City costs and the TSSD portion of the rate pays for TSSD costs. Scenario five is essentially 'kicking the problem further down the road'. Council Member Bills stated this is the first time the Council has seen this presentation with the additional scenarios and is not comfortable making a decision tonight. She would like additional time to consider the implications of the scenarios. Mr. Mortensen stated staff will prepare two resolutions for Council to consider at their December 3 meeting; at that time the Council can decide between scenario three and five.

Council Member Ron Campbell MOVED to extend the meeting to 10:10 pm. Council Member Kim Rodela SECONDED the motion.

All voted in favor, the motion passed 5:0.

7. COMMUNICATION ITEMS

Communication items are informational only. No final action will be taken.

a. Alpine Highway Fence *Jay Baughman, Assistant City Administrator/Community Development Director*

Assistant City Administrator/Community Development Director Baughman provided an update on the Alpine Highway Fence replacement grant program; the City has received a few grant applications already. The City is sending a letter to all eligible grant recipients to inform them of the criteria they must meet in order to participate in the program. Some residents have already asked for a waiver of the $25 fence permit fee and Staff would like direction from the Council on that matter. The Council briefly discussed the matter and Council Members Bills, Cortney, and Rodela indicated they do not support waiving the fee. Council Members Campbell and Smith stated they would support waiving the fee.

Mr. Baughman then stated sprinkler systems will be torn up in conjunction with the fence replacement; all sprinklers in the area worked when the system was depressurized a few weeks ago and it will be the responsibility of each homeowner replacing their fence on their property to ensure that the sprinklers are in working order next spring before grant funds are released. Council Member Campbell stated he would support withholding the maximum amount that would be needed to repair the sprinkler system but release the rest of the funding so that residents can proceed with the project. Council Member Rodela agreed and indicated she is comfortable giving staff the authority to determine the reasonable amount to withhold for sprinkler repair. Council Members Cortney and Smith agreed.

b. Election Update *Stephannie Cottle, City Recorder, Rob Patterson, City Attorney/Planning & Zoning Administrator*

City Recorder Cottle reviewed voting statistics for the November 5, 2024 Presidential Election:

- Total Highland Registered Voters: 14,639
- Total Highland City Ballots: 11,087 (76 percent)
- Number of voters at City Hall: 1,337
    - Fast Cast: 217
- Ballot on Demand: 1,120
- Proposition 11:
    - Highland Residents in favor of the proposition – 5,608 (61 percent)
    - Highland Residents in opposition to the proposition – 3,617 (39 percent)
        - All cities – except American Fork – voted in support of the proposition.

City Attorney/Planning & Zoning Administrator Patterson reported that support of Proposition 11 results in the creation of a new school district. The cities that are party to the interlocal agreement regarding the creation of the new district must determine a placeholder name by December 5 in order for optional names to be submitted to the State of Utah. By January 6, the current school district must create an inventory of all assets and liabilities and submit that information to the State of Utah as well. Additional steps include redistricting and election of new Board members for the new district. There may be some legislative changes to this process in the upcoming 2025 Utah Legislative Session and he will keep the Council aware of any of those changes.

Council Member Doug Cortney MOVED to extend the meeting to 10:20 pm. Council Member Ron Campbell SECONDED the motion.

Council Members Brittney P. Bills and Scott L. Smith voted no.

The motion passed 3:2.

c. 2025 Meeting Schedule *Stephannie Cottle, City Recorder*

City Recorder Cottle presented the 2025 City Council Meeting Schedule; an action item will be included on the December 3 agenda for approval of the schedule.

d. Citizen Survey Update *Jay Baughman, Assistant City Administrator/Community Development Director*

Assistant City Administrator/Community Development Director Baughman reported on the status of the citizen survey. The survey closed at the end of October and responses were collected as part of the November 4 utility bill. So far, 1,554 responses have been submitted and staff will provide an analysis of the results of the survey at the December meeting.

Future meetings:

- November 20, General Plan Open House, 5:30 pm, City Hall
- November 25, Lighting Ceremony, 6:00 pm, Heritage Park
- December 3, City Council Meeting, 7:00 pm, City Hall
- December 10, Planning Commission Meeting, 7:00 pm, City Hall
- December 17, City Council Christmas Party, 6:30 pm, City Hall
- December 11, Lone Peak Public Safety District Meeting, 7:30 am, City Hall

8. CLOSED MEETING

The City Council may recess to convene in a closed meeting to discuss items, as provided by Utah Code Annotated §52-4-205.

At 10:17 pm Council Member Brittney P. Bills MOVED that the City Council recess the regular meeting to convene in a closed meeting in the Executive Conference Room to discuss the character, professional competence, or physical or mental health of an individual, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	*Yes*
Council Member Ron Campbell	*Yes*
Council Member Doug Cortney	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion carried 5:0

Council Member Scott L. Smith MOVED to adjourn the CLOSED SESSION and Council Member Kim Rodela SECONDED the motion. All voted in favor and the motion passed unanimously.

The CLOSED SESSION adjourned at 11:17 pm.

ADJOURNMENT

Council Member Ron Campbell MOVED to adjourn the regular meeting and Council Member Doug Cortney SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 11:18 pm.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on November 12, 2024. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC
City Recorder

DRAFT

CITY COUNCIL AGENDA REPORT
ITEM #3c

DATE: December 3, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Stephannie Cottle, City Recorder
SUBJECT: 2025 Meeting Schedule
TYPE: General City Management

PURPOSE:
The City Council will consider approving the City Council Regular Meeting Schedule for 2025.

STAFF RECOMMENDATION:
Staff recommends the Council approve the 2025 Regular Meeting Schedule

PRIOR COUNCIL DIRECTION:
N/A

BACKGROUND:
Utah Code Annotated (UCA) 10-3-502(1) requires the City Council to approve, by ordinance, a time and place for holding regular meetings and hold regular meetings at least once each month.

Highland City Municipal Code 2.12.080 requires the City Council to hold regular meetings on such a schedule as it may establish from time to time.

UCA 52-4-202 requires all public entities which hold regular meetings that are scheduled in advance over the course of a year to provide a notice of their Annual Meeting Schedule.

Staff proposes that the City Council continues to hold their regular meetings on the first and third Tuesday of every month at 7:00 pm with the following exceptions:

- No meeting on April 8th, due to Alpine School District spring break.
- Only one meeting in November, on the 18th, due to Election day on November 4th and Veterans Day on November 11th.
- Only one meeting in December, on the 2nd, due to the holiday season.

Regular Meeting	Date
January	7, 21
February	4, 18
March	4, 18
April	15
May	6, 20
June	3, 17
July	1, 15
August	5, 19
September	2, 16
October	7, 21
November	18
December	2

The City Council may modify the schedule to delete or add any meetings as desired. Any work sessions and special meetings may still take place, as needed. Meetings are typically held at Highland City Hall, Council Chambers at 7:00 p.m.

FISCAL IMPACT:
N/A

MOTION:
I move that the City Council ADOPT the ordinance approving the 2025 Regular Meeting Schedule.

ATTACHMENTS:
1. Ordinance - 2025 Meeting Dates

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL ADOPTING A REGULAR MEETING SCHEDULE FOR 2025

WHEREAS, the City Council of Highland, Utah, has deemed it appropriate to adopt a meeting schedule for the year 2025; and

WHEREAS, per Utah Code 10-3-502(1), the City Council shall by ordinance prescribe the time and place for holding its regular meeting and the Council shall hold a regular meeting at least once each month; and

WHEREAS, per Utah Code 52-4-202 the Utah State Legislature has further required public bodies which hold regular meetings scheduled in advance over the course of a year to give public notice of the annual meeting schedule, and to include the date, time and place of such meetings.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Highland, UT that the 2025 Regular Meeting Schedule for City Council be as follows:

Regular Meeting	Date
January	7, 21
February	4, 18
March	4, 18
April	15
May	6, 20
June	3, 17
July	1, 15
August	5, 19
September	2, 16
October	7, 21
November	18
December	2

PASSED by the Highland City Council this 3rd day of December, 2024.

HIGHLAND CITY, UTAH

_____
Kurt Ostler
Mayor

ATTEST:

_____
Stephannie Cottle
City Recorder

CITY COUNCIL AGENDA REPORT
ITEM #4a

DATE: December 3, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Secondary Vehicle Access for Corey Freeze
TYPE: General City Management

PURPOSE:
The City Council will consider whether to grant permission for Mr. Freeze to use the City's Highland Glen/ Murdock Canal Trailhad parking lot near Ridgeview as a secondary vehicular access to his property.

STAFF RECOMMENDATION:
Staff recommends that the Council not grant permission for the access.

PRIOR COUNCIL DIRECTION:
No prior Council direction.

BACKGROUND:
As a general rule, the City Council decides—whether by ordinance, policy, or decision—how property owned by the City may be used or may not be used by the public. Under state law, UCA 10-8-1, the City Council has "the power to control the finances and property of the corporation." The Council has given direction on how the public may connect to City streets, how the public may use parks, trails, and open space, and how the public may use city buildings and facilities, which staff implements and enforces. But for other properties, where the Council has not given direction, City staff generally will not permit the public to use or access the property in an atypical way, absent Council direction.

Mr. Freeze has requested that he be allowed to have a secondary vehicular access to his lot connecting to the eastern Highland Glen and Murdock Canal Trailhead parking lot near Ridgeview. Neither the parking lot nor the interior roads in that area have been specifically dedicated as public right of way. This means that, without specific direction from Council, City staff have treated Mr. Freeze's access to the parking lot generally in accordance with the City's general park and open space regulations and have not permitted a permanent vehicular access:

1. HMC 9.13.020 – prohibiting damage to public property
2. HMC 12.24.020 "No unauthorized person may park, drive upon or across, or store a vehicle, trailer, boat, motor home, camper, ATV or motorcycle upon public open space, public trails or within public open space."

Staff did allow Mr. Freeze temporary construction access through the parking lot as an accommodation, but always informed him or his contractors that permanent access would not be permitted. When Mr.

Freeze first applied for a building permit for his accessory pool house, staff noted on the plans that the driveway access/connection was not permitted. Mr. Freeze or his contractors revised his plans to remove the driveway connection, and as such, the approved set of plans do not show a driveway connection. Despite this, Mr. Freeze's contractors built a driveway access connecting to the parking lot. Mr. Freeze was also required to submit a fence permit for his fence built in connection with the home, which he has not done (though neighbors did so). Had he done so, staff would have reiterated, just as with the pool house plans, that a driveway access and gate was not permitted.

Staff believes that allowing Mr. Freeze's requested vehicular access has the potential to interfere with the normal use of the parking lot by the general public who should have the expectation of being able to park cars throughout the lot, including in a manner that would block Mr. Freeze's requested access. In addition, Mr. Freeze's access could make the City staff feel that they couldn't alter or even use the parking lot in such a way that would interfere with his access, despite the City being the property owner of the lot. For example, the City has used the area adjacent to Mr. Freeze's property as a storage area at times. Further, there is currently no curb cut access, so Mr. Freeze would be driving over the curb, potentially damaging it. Another concern staff has with this request is that, while granting Mr. Freeze access to the parking lot as a secondary access does not establish a right for other residents to use this or other City parking lots to access their properties, it does provide an example that such other residents may use in asking for such access. And while the concern and impact may be minor in Mr. Freeze's situation, it has the potential to be greater in other areas of the City in similar situations. In summary, staff does not see any general public benefit from allowing this connection and does see some negative impacts to City operations.

Staff recommends against granting a one-off authorization. If the Council desires to allow residents to have driveways connecting into parking lots, then staff would recommend making such authorization pursuant to a code or policy that establishes the specific circumstances under which these types of connections may be permitted. If the Council desires to pursue this option, staff will prepare a draft ordinance for Council consideration.

If the Council were to grant permission for Mr. Freeze to use the City's parking lot as a secondary access as a one-off circumstance, staff would recommend that the permission be granted with the following stipulations:

1. Mr. Freeze is responsible for any damage done to the City's curb by his use of the secondary access
2. The City will not ensure or guarantee the secondary access is clear. Mr. Freeze understands that the access may be obstructed at times by parked vehicles, public works equipment, or other obstacles, and Mr. Freeze will not have the right to have those obstructions removed.
3. The authorization is subject to the City's right to own and control City property, including the right to permanently alter the property in such a way that Mr. Freeze's access is permanently cut off, without notice or compensation to Mr. Freeze.

FISCAL IMPACT:
No anticipated significant fiscal impact.

MOTION:
MOTION TO DENY:
I move that the City Council deny Mr. Freeze's request for a secondary vehicular access to the Highland Glen parking lot.

MOTION TO APPROVE ACCESSES OF THIS TYPE THROUGHOUT THE CITY:
I move that City Council authorize the secondary vehicular access to the Highland Glen parking lot for lot 409 of the Ridgeview PUD and direct staff to prepare a code amendment or policy that establishes the specific circumstances under which these types of connections may be permitted

MOTION TO APPROVE ONLY THIS ACCESS:
I move that City Council authorize the secondary vehicular access to the Highland Glen parking lot for lot 409 of the Ridgeview PUD (with the stipulations recommended by staff or with other stipulations as the Council determines are appropriate).

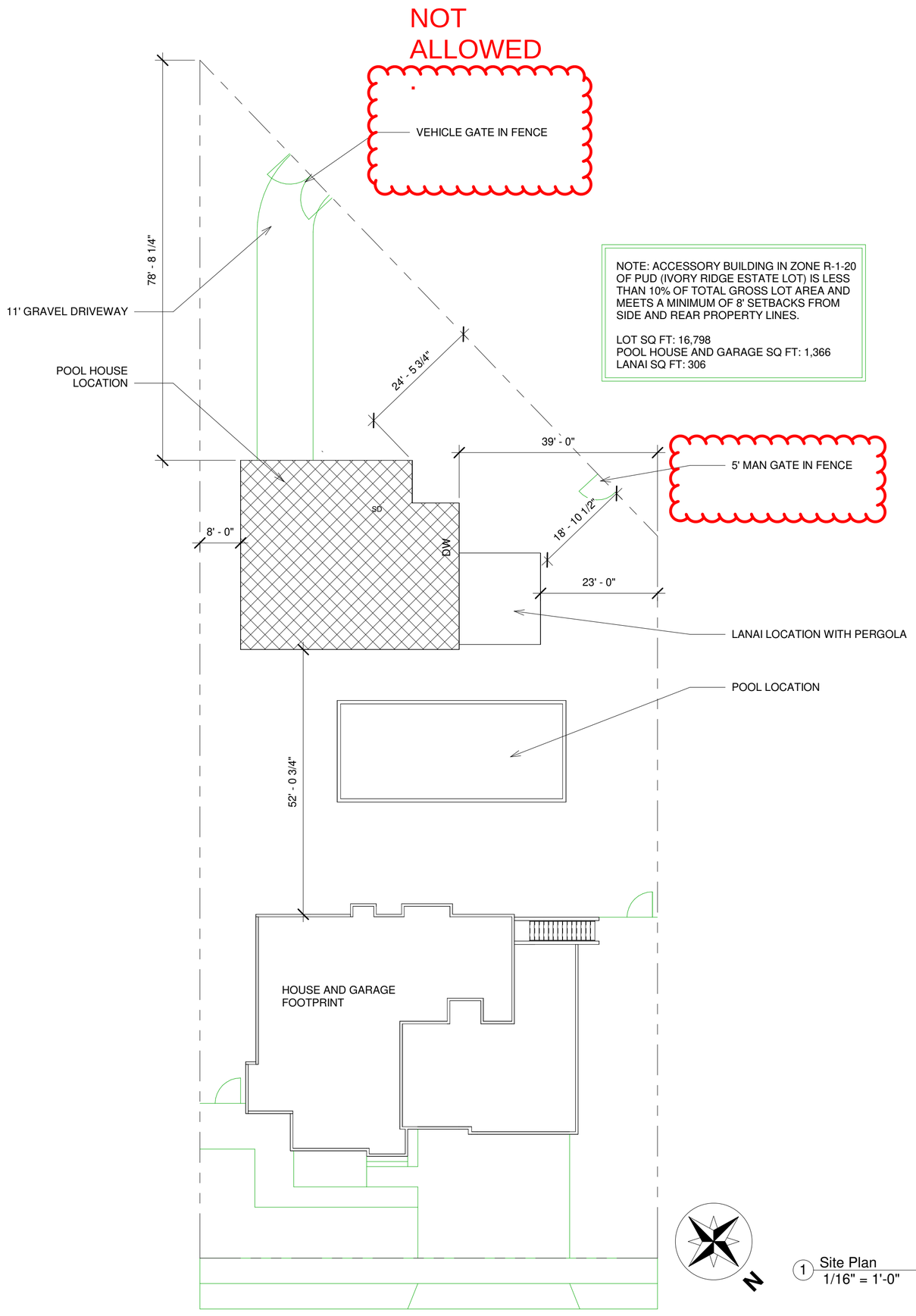
ATTACHMENTS:
1. Vicinity Map - Freeze
2. Freeze - Rejected Plans
3. Freeze - Approved Plans

Vicinity Map

Address: 9835 N Willowbank Dr

Parcel: 51:694:0409





HDO Design
Heather Oxborrow
801.440.2829
hdo.design.ut@gmail.com

Freeze Pool House Plans

9835 North Willowbank Drive
Highland, Utah 84003

No.	Description	Date

Site Plan

Project number	202222
Date	11.06.23

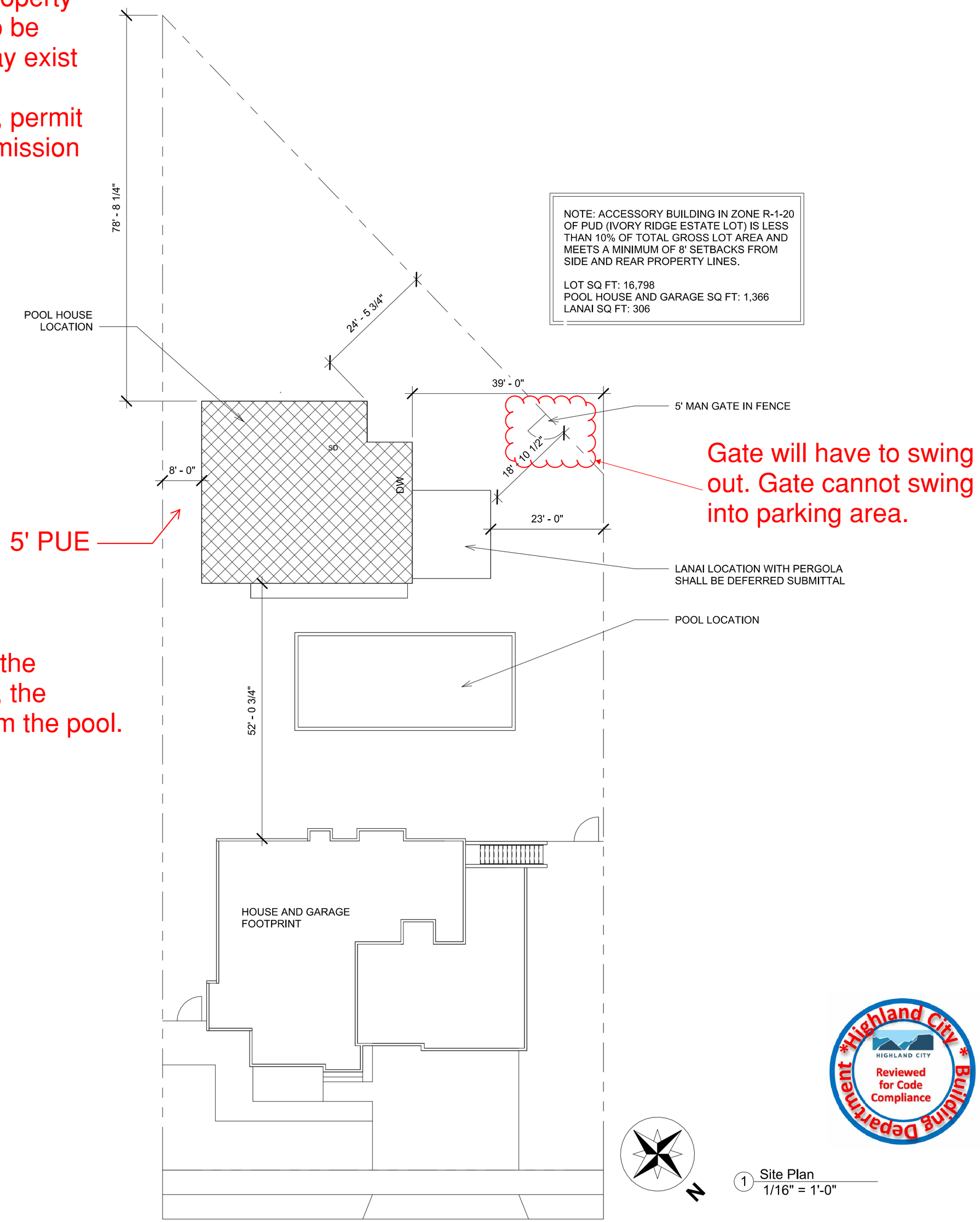
C100

Scale 1/16" = 1'-0"

The Public Utility Easements were not shown on the site plan. It is the responsibility of the property owner, permit holder, and subcontractors to be aware of the PUE's and any utilities that may exist in them.
It is the responsibility of the property owner, permit holder, and/or subcontractors to obtain permission prior to installing anything in the PUE's.

a separate fence permit is required prior to the construdtion of the fence. Please be aware, the man-gates shown must swing out away from the pool.

SETBACKS:
- Front: 30'
- Rear: 8'
- Left side: 8'
- Right side: 8'



Gate will have to swing out. Gate cannot swing into parking area.

1 Site Plan
1/16" = 1'-0"

Highland City Building Department
HIGHLAND CITY
Reviewed for Code Compliance

HDO Design
Heather Oxborrow
801.440.2829
hdo.design.ut@gmail.com

Freeze Pool House Plans

9835 North Willowbank Drive
HIghland, Utah 84003

No.	Description	Date

Site Plan

Project number	202222
Date	12.07.23
	C100
Scale	1/16" = 1'-0"

CITY COUNCIL AGENDA REPORT
ITEM #4b

DATE: December 3, 2024
TO: Honorable Mayor and Members of the City Council
FROM: David Mortensen, Finance Director
SUBJECT: Proposed Sewer Rate Increase
TYPE: General City Management

PURPOSE:
The City Council will consider increases to Highland City sewer rates in response to increases previously made and additional increases that are expected to be made to the Timpanogos Special Service District (TSSD) rates by the TSSD Board.

STAFF RECOMMENDATION:
Staff recommends approval of the sewer rate increases as noted in either Scenario 3 or Scenario 5 of the Sewer Rate Study.

PRIOR COUNCIL DIRECTION:
On October 15, 2024, Council held a work session regarding proposed sewer rate increases. A presentation with the administration's recommendation was given by Fred Philpot with LRB Public Finance Advisors (LRB), the City's financial advisor, who has been working with staff on the sewer rate study for the past several months. After considering the proposed increases, Council asked staff to prepare and present additional options, including a phased-in approach for the increase, as well as looking at what increases would be required if a lower "days of cash on hand" target of 270 days was used in the rate study model rather than the previously presented 360 days.

On November 11, 2024, Council was presented with five rate increase scenarios and directed staff to bring back Scenarios 3 and 5 for final consideration.

BACKGROUND:
The City has two sewer charges on resident's bills. First is the City sewer maintenance fee. Second is the TSSD fee. Currently, the fees are set in such a way that the revenue from the TSSD fee is exceeding TSSD costs to the City and is helping to pay for the City's sewer maintenance costs.

In January 2024, TSSD increased their user rates by 40%. In January 2025, TSSD is expected to increase their rate again by 15%. Due to these increases, Highland City needs to adjust sewer rates charged to the residents of Highland in order to maintain a healthy fund balance in the sewer fund and to be able to continue providing sewer collection and treatment services for residents. City staff engaged LRB, the City's financial advisor, in a sewer rate study that has taken place over the last few months.

Amendments to the sewer rate would be effective January 1, 2025. Below is a summary of the scenarios:

- Both scenarios call for future increases as noted in the Sewer Rate Study. Based on the scenario selected by Council, future increases will be brought back to the Council at the appropriate future dates.
- Both scenarios set a target date of 270 days of cash on hand.
- Scenario 3 raises rates more quickly, but has lower rates long-term.
- Scenario 5 raises rates at a more gradual pace, but has higher rates long-term.
- Scenario 3 only raises the City sewer rate to set the fees in such a way that they are only paying for the direct costs associated with them.
- Scenario 5 raises both the City sewer rate and the TSSD rate. The excess revenue collected from the TSSD fee will continue to offset City sewer costs.

FISCAL IMPACT:
The increased rates are intended to offset the increased cost of sewer treatment charged to the City by TSSD, and would establish and maintain a healthy amount of "days of cash on hand" for the Sewer Fund to ensure that sewer treatment services including personnel, equipment, repair/maintenance, and required future upgrades can continue to be provided to the residents of Highland.

MOTION:
I move that City Council approve Resolution 2024 Approving Sewer Rate Increases for Fiscal Year 2024-2025 with Scenario [3 or 5] rates.

ATTACHMENTS:
1. FY2025 Highland City Fee Schedule - Proposed 12.3.24 - Scenario 3
2. FY2025 Highland City Fee Schedule - Proposed 12.3.24 - Scenario 5
3. R-2024- Approving Sewer Rate Increases for Fiscal Year 2024-2025 - Scenario 3
4. R-2024- Approving Sewer Rate Increases for Fiscal Year 2024-2025 - Scenario 5
5. Highland Sewer Rate Study (Revised 11.12.2024)

Highland City
Comprehensive Fee Schedule
Fiscal Year 2025



Building Permit, Impact Fees, Miscellaneous Fees

Building Permits

Lot Infrastructure Bond (including but not limited to sidewalk, curb, pavement, meter boxes) …… $4,000.00

*For lots accessed by private roads, bond amount and type may be adjusted with approval of building official and public works director or designees commensurate with measure of risk to public infrastructure.

Permit Fee .....As set forth by the International Code Council

Plan Check Fee ..... As set forth by the International Code Council

Reinspection Fee $100.00

Residential Construction Refundable Cash Bond $2,500.00

(e.g. swimming pool, garage, etc. built after the initial residency certificate of occupancy has been issued).

Same-day Inspection Cancellation Fee $65.00

Solar Valuation .....$2.76 per watt

State Tax .....1% of total building permit fee

Building Permit Deposits

Accessory Structure, Remodel, Addition, or Basement.....$45.00

Commercial.....$500.00

Home $500.00

Solar $90.00

Swimming Pool.....$100.00

Commercial Impact Fees

Fee schedule as set forth by current impact fee study

Residential Impact Fees

Single Family

Culinary Water Impact Fee (southeast) $603.00

Parks $6,301.00

Pressurized Irrigation .....$0.51 per square foot of permeable surface of lot

Public Safety

- Police $245.02
- Fire $515.67

Roads $538.00

Sewer per ERC .....

- Central $1,581.00
- Southeast $2,773.00

Timpanogos Special Service District $4,981.00

Multi Family

Culinary Water Impact Fee (southeast) $603.00

Parks $4904.00

Pressurized Irrigation .....$0.51 per square foot of permeable surface of lot
Public Safety
Police $138.05
Fire $409.05

Roads
Attached 6-8 units per acre.....$328.00-$376.00
Senior Restricted Housing $194.00
Sewer per ERC
Central $1,581.00
Southeast $2,773.00
Timpanogos Special Service District $4,981.00

Miscellaneous Building Fees

Culinary Water Meter
Residential 3/4 inch $433.65
Residential 1 inch $538.30
Commercial 1 1/2 inch $2615.60
Commercial 2 inch $2904.72
Flat Lid Meter Upgrade $186.49

Infrastructure Reimbursement (only applicable to the subdivisions listed below)
Skye Estates $390.00
Highland Oaks $627.00

Pressurized Irrigation Meter
3/4 inch $433.65
1 inch $538.30
1 1/2 inch $2,615.60
2 inch $2,904.72
3 inch $3,402.91
4 inch $5,228.22

Sewer Connection Fee $500.00

SWPP Inspection
Single Family $1,500.00
Multi Family (Attached Dwelling Units).....$50.00 per unit, $1,500.00 minimum
Subdivisions & Other Developments.....$2,500.00

Business Licensing & Solicitors Permitting

Commercial Business Licenses
Business License Filing Fee (unless specifically noted below) $90.00
Business Renewal Fee (unless specifically noted below).....$60.00
Auto Repair/Mechanical.....$230.00
Auto Repair/Painting $300.00
Dry Cleaners.....$160.00
Fireworks - Indoor Sales/Outdoor Sales.....$225.00

Gasoline/Propane Dispensing (gas stations) $230.00
Hazardous Materials
- Storage Only $230.00
- Mixing/Dispensing/Use $300.00
- Large $375.00

Hospitals $300.00
Hotel/Motel/Rooming House $375.00
Large Retail (grocery stores) $300.00
Liquor License Class A $300.00
Liquor License Class B $300.00
Mineral Extraction $400.00
Mobile Paint Services $230.00
Private Clubs w/Liquor License $300.00
Secondhand Dealers
- Pawnbrokers $325.00
- Used/Exchanges/Coin $175.00

Short-term Rentals $90.00
Tobacco-Smoke Shop $275.00
Wholesale/Bulk Oil Dispensing $300.00

Home Occupation Licenses

Filing Fees

Home Occupation *(unless specifically noted below)* $60.00
Home Occupation Renewal Fee *(unless specifically noted below)* $25.00
Home Occupation with no off-site impact $0.00
Hobby Breeder $60.00
- Hobby Breeder Renewal Fee $60.00

Home Daycares, Preschools and Dance Studios $90.00
- Home Daycares, Preschools and Dance Studios Renewal Fee $60.00

Home Occupation with Hazardous Materials $90.00
- Home Occupation with Hazardous Materials Renewal Fee $60.00

Business License Penalty Late Fees

Monthly rate ..... 10.00% of renewal fee

Solicitor Permitting

Solicitor Application Fees (single) $50.00
Solicitor Application Fees (group of 2 or more) $125.00

Temporary Use Permit

Permit $25.00

The business is also required to have a Highland City business license.
The only exception is for mobile businesses, e.g. Food Trucks, per state code.

Miscellaneous

Business License Appeal/Hearing Fee $50.00
Business License Fire Department Reinspection Fee $100.00

Cemetery

Burial Plot

Resident $1,246.00
Non-Resident $1,741.00

Burials

Single Burials

Weekday $600.00
Weekend or Holiday $950.00

Double Burials

Weekday $750.00
Weekend or Holiday $1,150.00

Burials for Cremains and Caskets 36’ or less

Weekday $500.00
Weekend or Holiday $850.00

Disinterment

Weekday $650.00
Weekend or Holiday $1,080.00

Disinterment of Cremains and Caskets 36’ or less

Weekday $435.00
Weekend or Holiday $755.00

Burial Lot Transfers

Fee $25.00

Temporary Grave Marker

Fee $25.00

Headstone Setting Fee

Fee $50.00

Civic Events (Non-Fling Related)

Movie in the Park Sponsorship.....$750.00
Youth Fishing Resident.....$30.00
Youth Fishing Non-Resident $35.00
Fishing Pole Rental $5.00
Other Events.....TBD

Vendors (3 hours)

Food Vendor.....$25.00
Food Vendor Electricity Outlets $10.00/outlet
Non-Food Vendor.....$10.00
Non-Food Vendor Electricity Outlets $10.00/outlet

Facility Rentals

Building

Council Chambers, Community Center

Resident ..... $25.00 per hour
Non-resident ..... $50.00 per hour
Non-profit organization ..... $10.00 per hour
This is the only fee non-profits are subject to.
Government organizations ..... $10.00 per hour
This is the only fee governments are subject to.
Food Fee $100.00
Piano Use Fee $20.00
Projector Fee $20.00
Refundable Room Deposit $150.00

Fields

Beacon Hills Lower, Beacon Hills Upper, Lone Peak East, Lone Peak West, Mitchell Hollow, Wimbleton South, Canterbury PI, Heritage Park, Town Center

Cedar Hills City Recreation League ..... $2 per Highland resident per sports season
Other governmental agencies ..... $5.00 per hour
Portable Toilet Maintenance …… divided equally between the City and renting organization
Baseball Field Marking Fee $25.00
Refundable Deposit $150.00

Non-profit entities

Practices ..... $5.00 per hour
Competition or Clinics ..... $10.00 per hour
Day Rental $75.00

For-profit entities

Practices ..... $15.00 per hour
Competition or Clinics ..... $30.00 per hour
Day Rental $225.00

Pavilion

Highland Glen, Heritage, Town Center Meadows, Merlin B. Larson, and Mitchell Hollow

Resident
Half-Day Rental $20.00
Full Day Rental $40.00
Non-resident
Half-Day Rental $70.00
Full Day Rental $100.00
Government organizations ..... $0.00 per hour
Refundable Pavilion Key Deposit (Highland Glen) $50.00

Campground

Canyon Oaks
Resident ..... $25.00 per 24 hours
Non-Profit or Government Organizations ..... $25.00 per 24 hours
Non-resident ..... $50.00 per 24 hours

Highland Fling

Magazine Ad (Non-sponsor)

Full page $600.00
One-half page $350.00
One-third page $225.00
One-quarter page $150.00
One-eighth page $100.00

Ad Design

Full page (simple) $80.00
Full page (complex) $120.00
One-half page (simple) $40.00
One-half page (complex) $80.00
One-third page (simple) $30.00
One-third page (complex) $60.00
One-fourth page (simple) $20.00
One-fourth page (complex) $40.00
One-eighth page (simple) $20.00
One-eighth page (complex) $40.00

Events

5K Early Registration $15.00
5K Late Registration $25.00
5K On Site Registration (no shirt guaranteed) $30.00
1 Mile Fun Run Early Registration $10.00
1 Mile Fun Run Late Registration & On-Site Registration $15.00
Baby Celebration $15.00
Baby Celebration Late Registration $17.00
Car Show with shirt $20.00
Car Show without shirt $10.00
Disc Golf Tournament without Trilogy Set $15.00
Disc Golf Tournament with Trilogy Set $40.00
Disc Golf Tournament – Youth without Trilogy Set $10.00
Disc Golf Tournament – Youth with Trilogy Set $25.00
Family Adventure Race $25.00
Hot Air Balloon Ride (tethered) $5.00
Hot Air Balloon Ride (flight) $50.00
Kid's Zone Pre-Registration $20.00
Kid's Zone Day Of $22.00

Kid's Zone Per Ride ..... $1.00-$5.00
Strong Man Competition $38.00
Strong Man Competition & Utah State Hammer Championship & Highland Games $68.00
Utah State Hammer Championship & Highland Games $43.00

Parade Entry

Highland Business $100.00
Non-Highland Business $200.00
Non-Parade – handing out flyers along parade route $25.00
Non-Resident $100.00
Politicians $25.00
Sports/Cheerleading Teams $25.00
Sponsor/Church Group/School Group/Non-Profit/Government/Highland Resident $0.00

Sponsor

Title Sponsor $4,000.00
Diamond Sponsor $2,500.00
Platinum Sponsor $1,500.00
Gold Sponsor $1,000.00
Silver Sponsor $750.00
Bronze Sponsor $350.00
Friend of Highland Fling ..... In-kind donations

Vendor (All Day)

Food Vendor Resident $100.00
Food Vendor Non-Resident $150.00
Food Vendor Electricity Outlets $50.00/outlet
Non-Food Vendor Resident $50.00
Non-Food Vendor Non-Resident $100.00
Non-Food Vendor Electricity Outlets $25.00/outlet
Non-Food Vendor Non-profit $25.00

Vendor (Evening only)

Food Vendor $25.00
Food Vendor Electricity Outlets $10.00/outlet
Non-Food Vendor $10.00
Non-Food Vendor Electricity Outlets $10.00/outlet

Justice Court

Fee schedule set by Utah State Legislature.

Library

Annual Non-Resident Library Fee $70.00
Black and White Copies/Printing (1 side) ..... $0.10 per page
Color Copies/Printing (1 side) ..... $0.50 per page
Interlibrary Loan Request $5.00
Item Replacement Processing Fee $5.00
Late Book Return ..... $0.10 per day
Late Movie, Kit or E-reader Return ..... $1.00 per day
Proctoring Service $10.00

Miscellaneous

Campaign Financial Disclosure Late Fee $50.00
Candidate Filing Fee $35.00
Collection Fee 18%
Community Garden Annual Box Rental (full growing season) $40.00
Community Garden Annual Box Rental (after June 15) $30.00
Community Garden Annual Box Rental (after August 1) $20.00
Credit Card Processing Fee (all non-utility payments) 3.00%
Returned Payment Fee $20.00
Surplus Equipment ..... Cost determined by Staff

Planning and Zoning

Development

Accessory Dwelling Unit Application $25.00
Annexation Application $550.00
Appeal Authority Application $1,500.00
Architectural Approval $575.00
Co-locate Antenna Application $280.00
Conditional Use Permit $485.00
Conditional Use Permit (CUP) Amendment $250.00
Development Code Amendment Application $1,000.00
General Plan Amendment Application $1,000.00
Group Home Review $485.00
Lot/Parcel Combination $200.00
Municipal Code Amendment Application $500.00
Non-conforming Use/Structure Application $100.00
Planned Development District Application $1,000.00
Plat Amendment Fee $550.00
Parcel Boundary Adjustment $200.00
Re-zoning Application $1,000.00
Reasonable Accommodation Application $25.00
Right-of-way Vacation Application $200.00

Sign Permit.....Based on Uniform Building Code
Site Plan Application.....$725.00
Site Plan Engineering & Civil Plan Review.....$2,250.00
Subdivision Extension Application ..... $62.50 per plat sheet plus $12.50 per lot
Temporary Sign Permit.....$25.00
Town Center Exaction Fee.....$1.50 per square foot
Variance Application.....$500.00
Zoning Letter.....$50.00

Subdivision Review and Engineering Base

Less than 10 Lots

Preliminary Plat Review – Engineer (2 reviews).....$2,250.00
Preliminary Plat Review – Staff (2 reviews).....$795.00
Civil Review Fee – Engineer (2 reviews).....$2,938.00
Civil Review Fee – Staff (2 reviews).....$1,156.00
Construction Inspection Fee (up to 185 hours).....$6,753.00
Final Plat Review & Recordation – Engineer (2 reviews).....$450.00
Final Plat Review & Recordation – Staff (2 reviews).....$779.00

11-50 Lots

Preliminary Plat Review – Engineer (2 reviews).....$4,125.00
Preliminary Plat Review – Staff (2 reviews).....$795.00
Civil Review Fee – Engineer (2 reviews).....$4,750.00
Civil Review Fee – Staff (2 reviews).....$1,156.00
Construction Inspection Fee (up to 185 hours).....$6,753.00
Final Plat Review & Recordation – Engineer (2 reviews).....$450.00
Final Plat Review & Recordation – Staff (2 reviews).....$779.00

51-100 Lots

Preliminary Plat Review – Engineer (2 reviews).....$5,500.00
Preliminary Plat Review – Staff (2 reviews).....$795.00
Civil Review Fee – Engineer (2 reviews).....$8,000.00
Civil Review Fee – Staff (2 reviews).....$1,156.00
Construction Inspection Fee (up to 185 hours).....$6,753.00
Final Plat Review & Recordation – Engineer (2 reviews).....$450.00
Final Plat Review & Recordation – Staff (2 reviews).....$779.00

101+ Lots

Preliminary Plat Review – Engineer (2 reviews).....$7,250.00
Preliminary Plat Review – Staff (2 reviews).....$795.00
Civil Review Fee – Engineer (2 reviews).....$10,625.00
Civil Review Fee – Staff (2 reviews).....$1,156.00
Construction Inspection Fee (up to 185 hours).....$6,753.00

Final Plat Review & Recordation – Engineer (2 reviews) $450.00
Final Plat Review & Recordation – Staff (2 reviews) $779.00

Subdivision Additional Reviews and Inspections

Less than 10 Lots

Preliminary Plat Review (2 reviews) $3,045.00
Civil Review Fee (2 reviews) $4,093.00
Construction Inspection Fee Hourly Rate $36.50
Final Plat and Engineering Review (2 reviews) $1,229.00

11-50 Lots

Preliminary Plat Review (2 reviews) $4,920.00
Civil Review Fee (2 reviews) $5,906.00
Construction Inspection Fee Hourly Rate $36.50
Final Plat and Engineering Review (2 reviews) $1,229.00

51-100 Lots

Preliminary Plat Review (2 reviews) $6,295.00
Civil Review Fee (2 reviews) $9,156.00
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101+ Lots

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Civil Review Fee (2 reviews) $11,781.00
Construction Inspection Fee Hourly Rate $36.50
Final Plat and Engineering Review (2 reviews) $1,229.00

Miscellaneous

Fence Permit $25.00
Maintenance Agreement Application $25.00
Open Space Purchase ..... To be determined by City Council
Open Space Purchase Survey Costs ..... To be paid by resident
Open Space Purchase Title Company Fees ..... To be paid by resident
Public Utility Easement Vacation $25.00
Retaining Wall Application $25.00

Public Works

Hydrant Meter Rental Application $25.00
Hydrant Meter Rental Refundable Deposit $2,200.00
Hydrant Meter Water Charge ..... Residential Culinary Water Rates
  Monthly Base (0-5,999 gallons of water) $23.07
  Monthly Overage (6,000-15,999 gallons of water) ..... $1.47 per thousand gallons

Monthly Overage (16,000+ gallons of water) ..... $3.85 per thousand gallons

Right-of-way Application

Non-Excavation Right-of-way Impact

Application Fee.....$50.00
Inspection Fee.....$250.00
Refundable Cash Bond* $2,500.00

*Greater amount may be required based on anticipated impact to City infrastructure and property.

Road Cuts*

Application Fee.....$250.00
Inspection Fee.....$250.00
Refundable Cash Bond (not required for public utility companies) $2,500.00
*Road cuts in roads less than 3 years old subject to restrictions

Sandbags.....$0.20 per bag
Tree Sale Trees .....Actual cost to City

Records Requests

Copy of record .....$0.15/printed page
Copy of reports.....$0.15/printed page
Electronic Copies (Tapes) of Meetings.....$30.00 per meeting
Interest charged on unpaid obligation due Highland City .....18% on unpaid balance
Miscellaneous copying.....$0.15/printed page
Other costs allowed by law .....Actual cost to City
Postage .....Actual cost to City

Special Event Permits

Application Fee $25.00
Fees based on event activities:

Police Officer Services .....Refer to LPPD Fee Schedule
Firefighter/EMT Services.....Refer to LPFD Fee Schedule
Parks Crew Services.....$50.00/hour
Street Crew Services $50.00/hour

Refundable Deposit (if renting city room/field/pavilion) $500.00
Late Fee (if application submitted with less than 30 days) $25.00

Utility Charges

All fees are billed monthly except for Miscellaneous category

Garbage & Recycling

Garbage Can $11.33
Additional Garbage Can(s) $8.07
Recycle Can(s) $7.53

Culinary Water

Residential

Base (0-5,999 gallons of water) $23.07
Overage (6,000-15,999 gallons of water) .....$1.47 per thousand gallons
Overage (16,000+ gallons of water) ..... $3.85 per thousand gallons

Commercial

Base (0-5,999 gallons of water) $48.07
Overage (6,000+ gallons of water) .....$1.92 per thousand gallons

Churches and Schools

Base (0-5,999 gallons of water) $48.07
Overage (6,000+ gallons of water) .....$1.92 per thousand gallons

County Residents

Base (0-5,999 gallons of water) $23.07
Overage (6,000-15,999 gallons of water) .....$1.47 per thousand gallons
Overage (16,000+ gallons of water) ..... $3.85 per thousand gallons

Industrial

Base (0-5,999 gallons of water) $72.00
Overage (6,000+ gallons of water) .....$2.47 per thousand gallons

Stock Watering

Base (0-5,999 gallons of water) $23.07
Overage (6,000+ gallons of water) .....$1.47 per thousand gallons

10,000 rate

Base (0-5,999 gallons of water) $48.07
Overage (6,000+ gallons of water) .....$1.47 per thousand gallons

Pressurized Irrigation Water

Base $24.14
Square Footage Rate .....$0.000797 per square foot of lot
Non-Residential PI Rate ..... $0.000797 per square foot of permeable surface
Irrigation Water Purchase..... $0.000814 per square foot of lot

Sewer

Residential

Gallon rate for sewer is calculated once a year based on an average of culinary water consumption from October - April.

City Maintenance Base (9,999 gallons of water) .....$~~7.15~~9.65
City Maintenance Overage (10,000+ gallons of water) .....$~~0.48~~0.65 per thousand gallons
Timpanogos Special Service District (TSSD) Base (9,999 gallons of water) $32.77
TSSD Overage (10,000+ gallons of water) ..... $2.20 per thousand gallons

Businesses and Churches

Gallon rate for general commercial is calculated once a year in May based on an average of culinary water consumption from October - April. Gallon rate for car washes is calculated once a year in May based on an average monthly consumption for previous year.

City Maintenance Base (9,999 gallons of water) .....$~~8.68~~11.72
City Maintenance Overage (10,000+ gallons of water) .....$~~0.48~~0.65 per thousand gallons
Timpanogos Special Service District (TSSD) Base (9,999 gallons of water) $39.95
TSSD Overage (10,000+ gallons of water) .....$2.20 per thousand gallons

Schools

Rate is calculated once a year in September based on student enrollment.

City Maintenance Base.....$~~0.1163612~~0.1570876 per student
Timpanogos Special Service District (TSSD) .....$0.6593838 per student

Storm Drain

Residential $9.76
Commercial .....$0.00190 per square foot of the non-permeable surface

Other

Transportation (Road Fee) $18.50
Public Safety Fee.....$15.25

Miscellaneous Utility Fees

Garbage/Recycle Can Exchange Fee $53.24
Garbage/Recycle Can Overage Fee (after 2 written warnings) $29.59
Garbage/Recycle Can Retrieval Fee (terminating service earlier than 12 months) $10.32
Garbage/Recycle Container Re-Delivery Fee $29.59
Garbage/Recycle Contamination Fee (can used inappropriately) $29.59
Garbage/Recycle Replacement Container Fee $88.75
Garbage/Recycle Service Reactivation Fee $29.59
Utility Late Fee.....3%
Utility Lien Fee $100.00
Utility Risk Account Deposit Fee $250.00
Utility Sign-up Processing Fee $25.00
Utility Shut-off Fee..... $80.00

Notes

It is not intended by any fee schedule Resolution to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected above. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. The most recent Resolution imposing a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of that resolution shall control.

Highland City
Comprehensive Fee Schedule
Fiscal Year 2025



Building Permit, Impact Fees, Miscellaneous Fees

Building Permits

Lot Infrastructure Bond (including but not limited to sidewalk, curb, pavement, meter boxes) …… $4,000.00

*For lots accessed by private roads, bond amount and type may be adjusted with approval of building official and public works director or designees commensurate with measure of risk to public infrastructure.

Permit Fee .....As set forth by the International Code Council

Plan Check Fee ..... As set forth by the International Code Council

Reinspection Fee $100.00

Residential Construction Refundable Cash Bond $2,500.00

(e.g. swimming pool, garage, etc. built after the initial residency certificate of occupancy has been issued).

Same-day Inspection Cancellation Fee $65.00

Solar Valuation .....$2.76 per watt

State Tax .....1% of total building permit fee

Building Permit Deposits

Accessory Structure, Remodel, Addition, or Basement.....$45.00

Commercial.....$500.00

Home $500.00

Solar $90.00

Swimming Pool.....$100.00

Commercial Impact Fees

Fee schedule as set forth by current impact fee study

Residential Impact Fees

Single Family

Culinary Water Impact Fee (southeast) $603.00

Parks $6,301.00

Pressurized Irrigation .....$0.51 per square foot of permeable surface of lot

Public Safety

- Police $245.02
- Fire $515.67

Roads $538.00

Sewer per ERC .....

- Central $1,581.00
- Southeast $2,773.00

Timpanogos Special Service District $4,981.00

Multi Family

Culinary Water Impact Fee (southeast) $603.00

Parks $4904.00

Pressurized Irrigation .....$0.51 per square foot of permeable surface of lot
Public Safety
Police $138.05
Fire $409.05

Roads
Attached 6-8 units per acre.....$328.00-$376.00
Senior Restricted Housing $194.00
Sewer per ERC
Central $1,581.00
Southeast $2,773.00
Timpanogos Special Service District $4,981.00

Miscellaneous Building Fees

Culinary Water Meter
Residential 3/4 inch $433.65
Residential 1 inch $538.30
Commercial 1 1/2 inch $2615.60
Commercial 2 inch $2904.72
Flat Lid Meter Upgrade $186.49

Infrastructure Reimbursement (only applicable to the subdivisions listed below)
Skye Estates $390.00
Highland Oaks $627.00

Pressurized Irrigation Meter
3/4 inch $433.65
1 inch $538.30
1 1/2 inch $2,615.60
2 inch $2,904.72
3 inch $3,402.91
4 inch $5,228.22

Sewer Connection Fee $500.00

SWPP Inspection
Single Family $1,500.00
Multi Family (Attached Dwelling Units).....$50.00 per unit, $1,500.00 minimum
Subdivisions & Other Developments.....$2,500.00

Business Licensing & Solicitors Permitting

Commercial Business Licenses
Business License Filing Fee (unless specifically noted below) $90.00
Business Renewal Fee (unless specifically noted below).....$60.00
Auto Repair/Mechanical.....$230.00
Auto Repair/Painting $300.00
Dry Cleaners.....$160.00
Fireworks - Indoor Sales/Outdoor Sales.....$225.00

Gasoline/Propane Dispensing (gas stations) $230.00
Hazardous Materials
- Storage Only $230.00
- Mixing/Dispensing/Use $300.00
- Large $375.00

Hospitals $300.00
Hotel/Motel/Rooming House $375.00
Large Retail (grocery stores) $300.00
Liquor License Class A $300.00
Liquor License Class B $300.00
Mineral Extraction $400.00
Mobile Paint Services $230.00
Private Clubs w/Liquor License $300.00
Secondhand Dealers
- Pawnbrokers $325.00
- Used/Exchanges/Coin $175.00

Short-term Rentals $90.00
Tobacco-Smoke Shop $275.00
Wholesale/Bulk Oil Dispensing $300.00

Home Occupation Licenses

Filing Fees

Home Occupation *(unless specifically noted below)* $60.00
Home Occupation Renewal Fee *(unless specifically noted below)* $25.00
Home Occupation with no off-site impact $0.00
Hobby Breeder $60.00
- Hobby Breeder Renewal Fee $60.00

Home Daycares, Preschools and Dance Studios $90.00
- Home Daycares, Preschools and Dance Studios Renewal Fee $60.00

Home Occupation with Hazardous Materials $90.00
- Home Occupation with Hazardous Materials Renewal Fee $60.00

Business License Penalty Late Fees

Monthly rate ..... 10.00% of renewal fee

Solicitor Permitting

Solicitor Application Fees (single) $50.00
Solicitor Application Fees (group of 2 or more) $125.00

Temporary Use Permit

Permit $25.00

The business is also required to have a Highland City business license.
The only exception is for mobile businesses, e.g. Food Trucks, per state code.

Miscellaneous

Business License Appeal/Hearing Fee $50.00
Business License Fire Department Reinspection Fee $100.00

Cemetery

Burial Plot

Resident $1,246.00
Non-Resident $1,741.00

Burials

Single Burials

Weekday $600.00
Weekend or Holiday $950.00

Double Burials

Weekday $750.00
Weekend or Holiday $1,150.00

Burials for Cremains and Caskets 36’ or less

Weekday $500.00
Weekend or Holiday $850.00

Disinterment

Weekday $650.00
Weekend or Holiday $1,080.00

Disinterment of Cremains and Caskets 36’ or less

Weekday $435.00
Weekend or Holiday $755.00

Burial Lot Transfers

Fee $25.00

Temporary Grave Marker

Fee $25.00

Headstone Setting Fee

Fee $50.00

Civic Events (Non-Fling Related)

Movie in the Park Sponsorship.....$750.00
Youth Fishing Resident.....$30.00
Youth Fishing Non-Resident $35.00
Fishing Pole Rental $5.00
Other Events.....TBD

Vendors (3 hours)

Food Vendor.....$25.00
Food Vendor Electricity Outlets $10.00/outlet
Non-Food Vendor.....$10.00
Non-Food Vendor Electricity Outlets $10.00/outlet

Facility Rentals

Building

Council Chambers, Community Center

Resident ..... $25.00 per hour
Non-resident ..... $50.00 per hour
Non-profit organization ..... $10.00 per hour
This is the only fee non-profits are subject to.
Government organizations ..... $10.00 per hour
This is the only fee governments are subject to.
Food Fee $100.00
Piano Use Fee $20.00
Projector Fee $20.00
Refundable Room Deposit $150.00

Fields

Beacon Hills Lower, Beacon Hills Upper, Lone Peak East, Lone Peak West, Mitchell Hollow, Wimbleton South, Canterbury PI, Heritage Park, Town Center

Cedar Hills City Recreation League ..... $2 per Highland resident per sports season
Other governmental agencies ..... $5.00 per hour
Portable Toilet Maintenance ..... divided equally between the City and renting organization
Baseball Field Marking Fee $25.00
Refundable Deposit $150.00

Non-profit entities

Practices ..... $5.00 per hour
Competition or Clinics ..... $10.00 per hour
Day Rental $75.00

For-profit entities

Practices ..... $15.00 per hour
Competition or Clinics ..... $30.00 per hour
Day Rental $225.00

Pavilion

Highland Glen, Heritage, Town Center Meadows, Merlin B. Larson, and Mitchell Hollow

Resident
Half-Day Rental $20.00
Full Day Rental $40.00
Non-resident
Half-Day Rental $70.00
Full Day Rental $100.00
Government organizations ..... $0.00 per hour
Refundable Pavilion Key Deposit (Highland Glen) $50.00

Campground

Canyon Oaks
Resident ..... $25.00 per 24 hours
Non-Profit or Government Organizations ..... $25.00 per 24 hours
Non-resident ..... $50.00 per 24 hours

Highland Fling

Magazine Ad (Non-sponsor)

Full page $600.00
One-half page $350.00
One-third page $225.00
One-quarter page $150.00
One-eighth page $100.00

Ad Design

Full page (simple) $80.00
Full page (complex) $120.00
One-half page (simple) $40.00
One-half page (complex) $80.00
One-third page (simple) $30.00
One-third page (complex) $60.00
One-fourth page (simple) $20.00
One-fourth page (complex) $40.00
One-eighth page (simple) $20.00
One-eighth page (complex) $40.00

Events

5K Early Registration $15.00
5K Late Registration $25.00
5K On Site Registration (no shirt guaranteed) $30.00
1 Mile Fun Run Early Registration $10.00
1 Mile Fun Run Late Registration & On-Site Registration $15.00
Baby Celebration $15.00
Baby Celebration Late Registration $17.00
Car Show with shirt $20.00
Car Show without shirt $10.00
Disc Golf Tournament without Trilogy Set $15.00
Disc Golf Tournament with Trilogy Set $40.00
Disc Golf Tournament – Youth without Trilogy Set $10.00
Disc Golf Tournament – Youth with Trilogy Set $25.00
Family Adventure Race $25.00
Hot Air Balloon Ride (tethered) $5.00
Hot Air Balloon Ride (flight) $50.00
Kid's Zone Pre-Registration $20.00
Kid's Zone Day Of $22.00

Kid's Zone Per Ride ..... $1.00-$5.00
Strong Man Competition $38.00
Strong Man Competition & Utah State Hammer Championship & Highland Games $68.00
Utah State Hammer Championship & Highland Games $43.00

Parade Entry

Highland Business $100.00
Non-Highland Business $200.00
Non-Parade – handing out flyers along parade route $25.00
Non-Resident $100.00
Politicians $25.00
Sports/Cheerleading Teams $25.00
Sponsor/Church Group/School Group/Non-Profit/Government/Highland Resident $0.00

Sponsor

Title Sponsor $4,000.00
Diamond Sponsor $2,500.00
Platinum Sponsor $1,500.00
Gold Sponsor $1,000.00
Silver Sponsor $750.00
Bronze Sponsor $350.00
Friend of Highland Fling ..... In-kind donations

Vendor (All Day)

Food Vendor Resident $100.00
Food Vendor Non-Resident $150.00
Food Vendor Electricity Outlets $50.00/outlet
Non-Food Vendor Resident $50.00
Non-Food Vendor Non-Resident $100.00
Non-Food Vendor Electricity Outlets $25.00/outlet
Non-Food Vendor Non-profit $25.00

Vendor (Evening only)

Food Vendor $25.00
Food Vendor Electricity Outlets $10.00/outlet
Non-Food Vendor $10.00
Non-Food Vendor Electricity Outlets $10.00/outlet

Justice Court

Fee schedule set by Utah State Legislature.

Library

Annual Non-Resident Library Fee $70.00
Black and White Copies/Printing (1 side) ..... $0.10 per page
Color Copies/Printing (1 side) ..... $0.50 per page
Interlibrary Loan Request $5.00
Item Replacement Processing Fee $5.00
Late Book Return ..... $0.10 per day
Late Movie, Kit or E-reader Return ..... $1.00 per day
Proctoring Service $10.00

Miscellaneous

Campaign Financial Disclosure Late Fee $50.00
Candidate Filing Fee $35.00
Collection Fee 18%
Community Garden Annual Box Rental (full growing season) $40.00
Community Garden Annual Box Rental (after June 15) $30.00
Community Garden Annual Box Rental (after August 1) $20.00
Credit Card Processing Fee (all non-utility payments) 3.00%
Returned Payment Fee $20.00
Surplus Equipment ..... Cost determined by Staff

Planning and Zoning

Development

Accessory Dwelling Unit Application $25.00
Annexation Application $550.00
Appeal Authority Application $1,500.00
Architectural Approval $575.00
Co-locate Antenna Application $280.00
Conditional Use Permit $485.00
Conditional Use Permit (CUP) Amendment $250.00
Development Code Amendment Application $1,000.00
General Plan Amendment Application $1,000.00
Group Home Review $485.00
Lot/Parcel Combination $200.00
Municipal Code Amendment Application $500.00
Non-conforming Use/Structure Application $100.00
Planned Development District Application $1,000.00
Plat Amendment Fee $550.00
Parcel Boundary Adjustment $200.00
Re-zoning Application $1,000.00
Reasonable Accommodation Application $25.00
Right-of-way Vacation Application $200.00

Sign Permit.....Based on Uniform Building Code
Site Plan Application.....$725.00
Site Plan Engineering & Civil Plan Review.....$2,250.00
Subdivision Extension Application ..... $62.50 per plat sheet plus $12.50 per lot
Temporary Sign Permit.....$25.00
Town Center Exaction Fee.....$1.50 per square foot
Variance Application.....$500.00
Zoning Letter.....$50.00

Subdivision Review and Engineering Base

Less than 10 Lots

Preliminary Plat Review – Engineer (2 reviews).....$2,250.00
Preliminary Plat Review – Staff (2 reviews).....$795.00
Civil Review Fee – Engineer (2 reviews).....$2,938.00
Civil Review Fee – Staff (2 reviews).....$1,156.00
Construction Inspection Fee (up to 185 hours).....$6,753.00
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Public Works

Hydrant Meter Rental Application $25.00
Hydrant Meter Rental Refundable Deposit $2,200.00
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Monthly Overage (16,000+ gallons of water) ..... $3.85 per thousand gallons

Right-of-way Application

Non-Excavation Right-of-way Impact

Application Fee.....$50.00
Inspection Fee.....$250.00
Refundable Cash Bond* $2,500.00

*Greater amount may be required based on anticipated impact to City infrastructure and property.

Road Cuts*

Application Fee.....$250.00
Inspection Fee.....$250.00
Refundable Cash Bond (not required for public utility companies) $2,500.00
*Road cuts in roads less than 3 years old subject to restrictions

Sandbags.....$0.20 per bag
Tree Sale Trees .....Actual cost to City

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Copy of record .....$0.15/printed page
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Interest charged on unpaid obligation due Highland City .....18% on unpaid balance
Miscellaneous copying.....$0.15/printed page
Other costs allowed by law .....Actual cost to City
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Application Fee $25.00
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Police Officer Services.....Refer to LPPD Fee Schedule
Firefighter/EMT Services.....Refer to LPFD Fee Schedule
Parks Crew Services.....$50.00/hour
Street Crew Services $50.00/hour

Refundable Deposit (if renting city room/field/pavilion) $500.00
Late Fee (if application submitted with less than 30 days) $25.00

Utility Charges

All fees are billed monthly except for Miscellaneous category

Garbage & Recycling

Garbage Can $11.33
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Overage (6,000+ gallons of water) .....$2.47 per thousand gallons

Stock Watering

Base (0-5,999 gallons of water) $23.07
Overage (6,000+ gallons of water) .....$1.47 per thousand gallons

10,000 rate

Base (0-5,999 gallons of water) $48.07
Overage (6,000+ gallons of water) .....$1.47 per thousand gallons

Pressurized Irrigation Water

Base $24.14
Square Footage Rate .....$0.000797 per square foot of lot
Non-Residential PI Rate ..... $0.000797 per square foot of permeable surface
Irrigation Water Purchase..... $0.000814 per square foot of lot

Sewer

Residential

Gallon rate for sewer is calculated once a year based on an average of culinary water consumption from October - April.

City Maintenance Base (9,999 gallons of water) .....$~~7.15~~7.41
City Maintenance Overage (10,000+ gallons of water) .....$~~0.48~~0.50 per thousand gallons
Timpanogos Special Service District (TSSD) Base (9,999 gallons of water) .....$~~32.77~~33.98
TSSD Overage (10,000+ gallons of water) ..... $~~2.20~~2.28 per thousand gallons

Businesses and Churches

Gallon rate for general commercial is calculated once a year in May based on an average of culinary water consumption from October - April. Gallon rate for car washes is calculated once a year in May based on an average monthly consumption for previous year.

City Maintenance Base (9,999 gallons of water) .....$~~8.68~~9.00
City Maintenance Overage (10,000+ gallons of water) .....$~~0.48~~0.50 per thousand gallons
Timpanogos Special Service District (TSSD) Base (9,999 gallons of water) .....$~~39.95~~41.43
TSSD Overage (10,000+ gallons of water) .....$~~2.20~~2.28 per thousand gallons

Schools

Rate is calculated once a year in September based on student enrollment.

City Maintenance Base .....$~~0.11636120~~.1570876 per student
Timpanogos Special Service District (TSSD) .....$~~0.65938380~~.6837810 per student

Storm Drain

Residential $9.76
Commercial .....$0.00190 per square foot of the non-permeable surface

Other

Transportation (Road Fee) $18.50
Public Safety Fee $15.25

Miscellaneous Utility Fees

Garbage/Recycle Can Exchange Fee $53.24
Garbage/Recycle Can Overage Fee (after 2 written warnings) $29.59
Garbage/Recycle Can Retrieval Fee (terminating service earlier than 12 months) $10.32
Garbage/Recycle Container Re-Delivery Fee $29.59
Garbage/Recycle Contamination Fee (can used inappropriately) $29.59
Garbage/Recycle Replacement Container Fee $88.75
Garbage/Recycle Service Reactivation Fee $29.59
Utility Late Fee 3%
Utility Lien Fee $100.00
Utility Risk Account Deposit Fee $250.00
Utility Sign-up Processing Fee $25.00
Utility Shut-off Fee..... $80.00

Notes

It is not intended by any fee schedule Resolution to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected above. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. The most recent Resolution imposing a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of that resolution shall control.

RESOLUTION NO: R-2024-

A RESOLUTION OF THE HIGHLAND CITY COUNCIL, HIGHLAND CITY, UTAH APPROVING SEWER RATE INCREASES FOR FISCAL YEAR 2024-2025

WHEREAS, Highland City is authorized to adopt utility service use fees that cover the City's reasonable costs of utility service in accordance with Utah Code § 10-8-38; and

WHEREAS, Highland City has previously adopted fees related to sewer utility service to cover the City's cost of providing sewer services, but the currently adopted fees do not cover recent increases to costs related to Timpanogos Special Service District (TSSD) and rate increases that the TSSD Board has recently approved; and

WHEREAS, the Council believes that it is in the best interest of the City to increase the Highland City sewer rates to ensure enough fund revenues to cover all applicable costs of providing sewer services to the residents of Highland.

NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

1. The City Council hereby adopts the following changes to sewer rates:
    a. Residential City Maintenance Base – Increase from $7.15 to $9.65
    b. Residential City Maintenance Overage – Increase from $0.48 to $0.65 per thousand gallons
    c. Businesses and Churches City Maintenance Base – Increase from $8.68 to $11.72
    d. Businesses and Churches City Maintenance Overage – Increase from $0.48 to $0.65 per thousand gallons
    e. Schools City Maintenance Base – Increase from $0.1163612 to $0.1570876 per student

2. This resolution shall take effect on January 1, 2025.

PASSED and ADOPTED by Highland City Council this 3rd day of December, 2024.

HIGHLAND CITY, UTAH

_____

Kurt Ostler, Mayor

Stephannie Cottle, City Recorder

COUNCIL MEMBER	YES	NO
Brittney P. Bills	☐	☐
Ron Campbell	☐	☐
Doug Cortney	☐	☐
Kim Rodela	☐	☐
Scott L. Smith	☐	☐

RESOLUTION NO: R-2024-

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WHEREAS, Highland City is authorized to adopt utility service use fees that cover the City's reasonable costs of utility service in accordance with Utah Code § 10-8-38; and

WHEREAS, Highland City has previously adopted fees related to sewer utility service to cover the City's cost of providing sewer services, but the currently adopted fees do not cover recent increases to costs related to Timpanogos Special Service District (TSSD) and rate increases that the TSSD Board has recently approved; and

WHEREAS, the Council believes that it is in the best interest of the City to increase the Highland City sewer rates to ensure enough fund revenues to cover all applicable costs of providing sewer services to the residents of Highland.

NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

1. The City Council hereby adopts the following changes to sewer rates:
    a. Residential City Maintenance Base – Increase from $7.15 to $7.41
    b. Residential City Maintenance Overage – Increase from $0.48 to $0.50 per thousand gallons
    c. Residential TSSD Base – Increase from $32.77 to $33.98
    d. Residential TSSD Overage – Increase from $2.20 to $2.28 per thousand gallons
    e. Businesses and Churches City Maintenance Base – Increase from $8.68 to $9.00
    f. Businesses and Churches City Maintenance Overage – Increase from $0.48 to $0.50 per thousand gallons
    g. Businesses and Churches TSSD Base – Increase from $39.95 to $41.43
    h. Businesses and Churches TSSD Overage – Increase from $2.20 to $2.28 per thousand gallons
    i. Schools City Maintenance Base – Increase from $0.1163612 to $0.1206666 per student
    j. Schools TSSD Base – Increase from $0.6593838 to $0.6837810 per student

2. This resolution shall take effect on January 1, 2025.

PASSED and ADOPTED by Highland City Council this 3rd day of December, 2024.

HIGHLAND CITY, UTAH

Kurt Ostler, Mayor

Stephannie Cottle, City Recorder

COUNCIL MEMBER	YES	NO
Brittney P. Bills	☐	☐
Ron Campbell	☐	☐
Doug Cortney	☐	☐
Kim Rodela	☐	☐
Scott L. Smith	☐	☐

PUBLIC FINANCE ADVISORS

HIGHLAND, UTAH

SEWER UTILITY RATE STUDY REVIEW

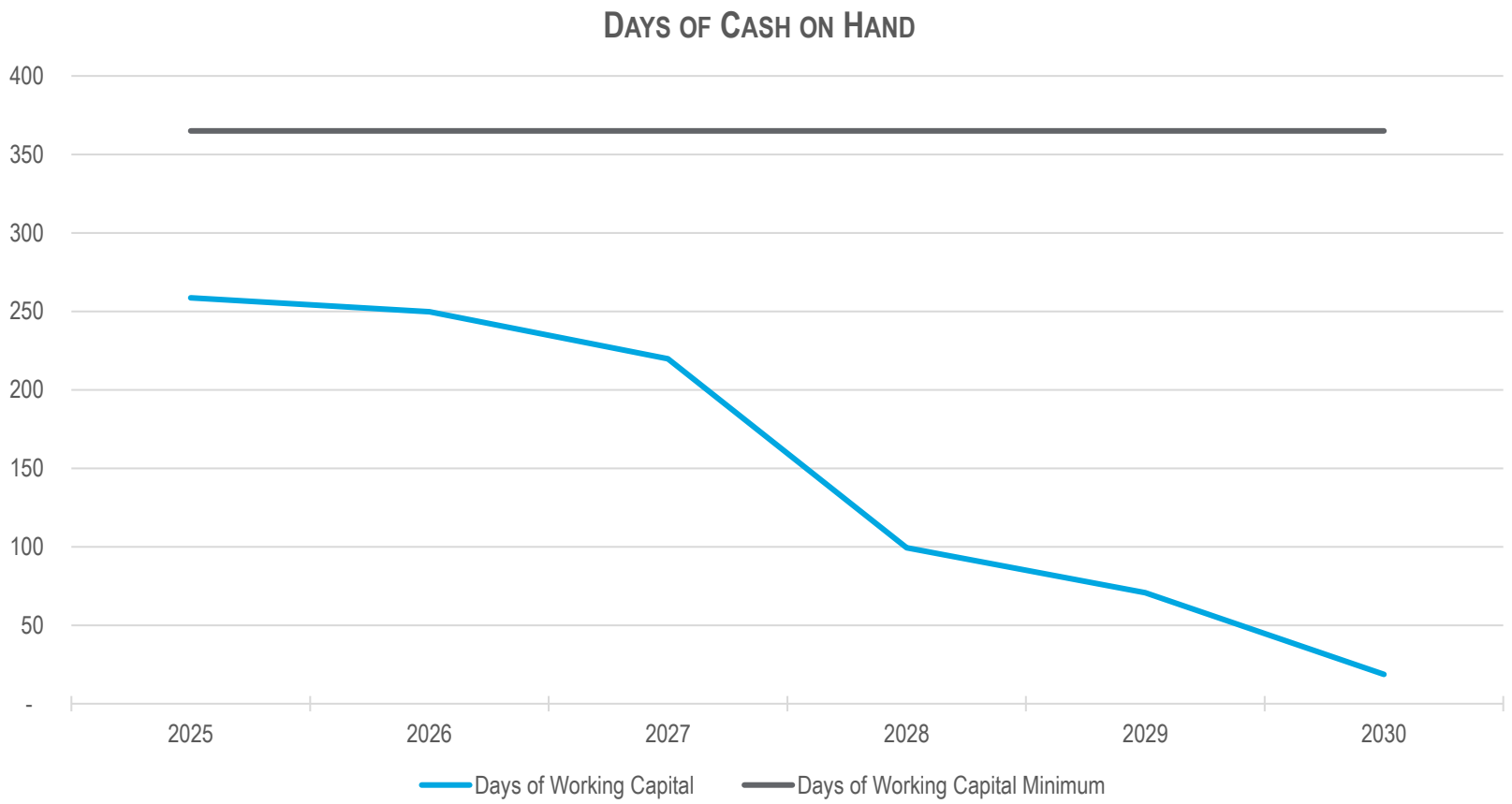
NOVEMBER 2024

AGENDA

- Review Updated Scenario Analysis
- Discuss Final Preferred Alternative

Scenario Analysis

- Baseline – No New Rate Increase



Scenario Analysis

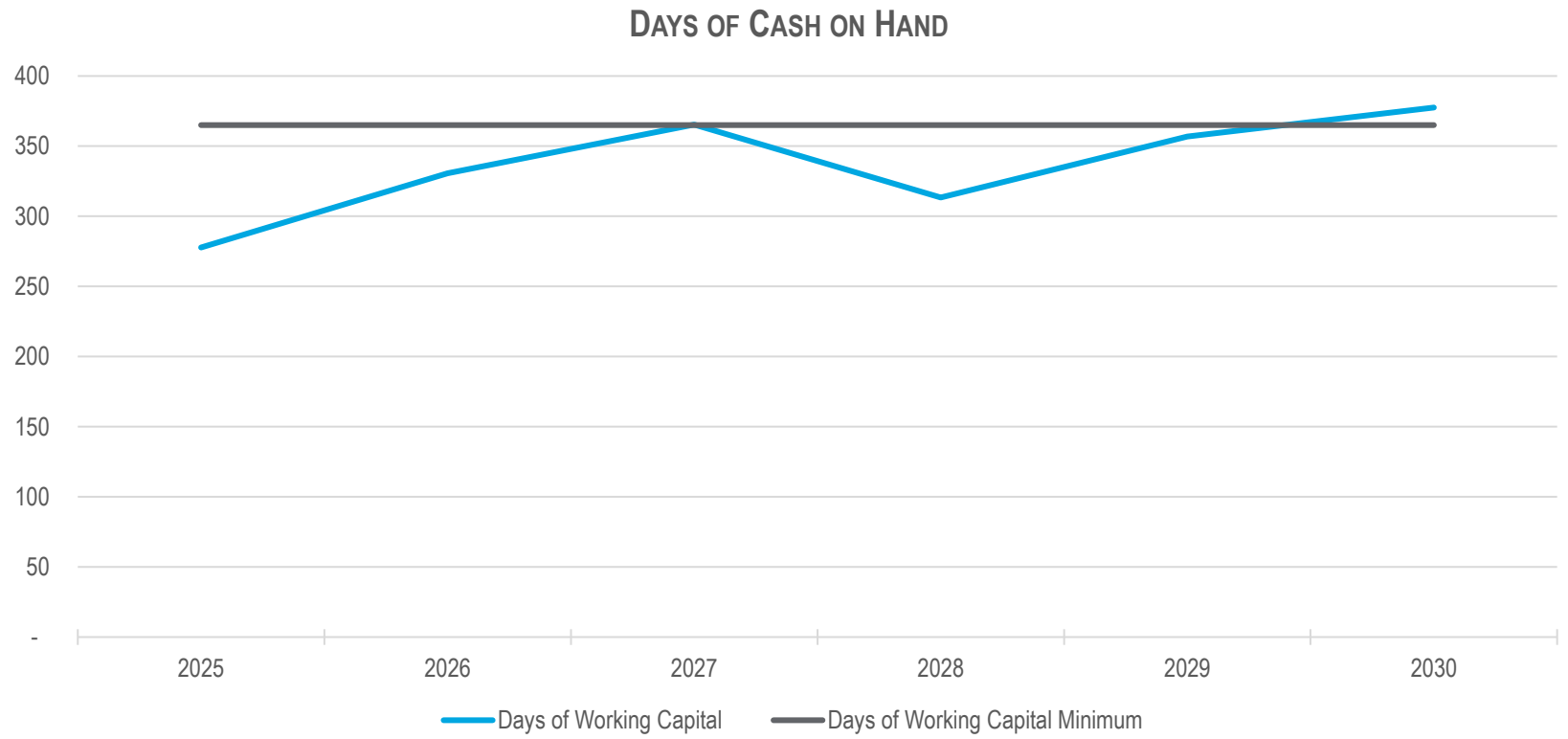
Scenario 1 – Rate Increase to Maintain Target

City Rate Adjustments	2023	2024	2025	2026	2027	2028	2029	2030
Residential		0.00%	60.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Commercial		0.00%	60.00%	20.00%	2.00%	2.00%	2.00%	2.00%
County Resident		0.00%	60.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Dairy, Mink, Stock		0.00%	60.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Institutional		0.00%	60.00%	20.00%	2.00%	2.00%	2.00%	2.00%
None		0.00%	60.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Schools (per Student)		0.00%	60.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Production Rate Increase		0.00%	60.00%	20.00%	2.00%	2.00%	2.00%	2.00%
TSSD Rate Adjustments	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Commercial		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
County Resident		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Dairy, Mink, Stock		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Institutional		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
None		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Schools (per Student)		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
TSSD Production Rate Increase		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 1 – Rate Increase to Maintain Target



*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

Scenario 1 – Proposed Rates

City Base Rate	2023	2024	2025	2026	2027	2028	2029	2030
Residential	$7.15	$7.15	$11.44	$13.73	$14.00	$14.28	$14.57	$14.86
Commercial	$8.68	$8.68	$13.89	$16.67	$17.00	$17.34	$17.69	$18.04
County Resident	$7.15	$7.15	$11.44	$13.73	$14.00	$14.28	$14.57	$14.86
Dairy, Mink, Stock	$7.15	$7.15	$11.44	$13.73	$14.00	$14.28	$14.57	$14.86
Institutional	$8.68	$8.68	$13.89	$16.67	$17.00	$17.34	$17.69	$18.04
None	$7.15	$7.15	$11.44	$13.73	$14.00	$14.28	$14.57	$14.86
Schools (per Student)	$0.1163612	$0.1163612	$0.1861779	$0.2234135	$0.2278818	$0.2324394	$0.2370882	$0.2418300
Production Rate (per 1,000 Gal)	$0.48	$0.48	$0.77	$0.92	$0.94	$0.96	$0.98	$1.00
TSSD Base Rate	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Commercial	$39.95	$39.95	$39.95	$39.95	$40.75	$41.56	$42.40	$43.24
County Resident	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Dairy, Mink, Stock	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Institutional	$39.95	$39.95	$39.95	$39.95	$40.75	$41.56	$42.40	$43.24
None	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Schools (per Student)	$0.6593838	$0.6593838	$0.6593838	$0.6593838	$0.6725715	$0.6860229	$0.6997434	$0.7137382
TSSD Production Rate	$2.20	$2.20	$2.20	$2.20	$2.24	$2.29	$2.33	$2.38

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 1 – Calculation of Actual Increase

	2024	2026	% Increase	$ Increase
City Bill	$9.55	$18.34	92.0%	$8.79
TSSD Bill	$43.77	$43.77	0.0%	$0.00
Combined	$53.32	$62.11	16.5%	$8.79

*** Assumes 5 Units of Use**

Scenario Analysis

- Scenario 1 – Calculation of Actual Increase

	2024	2030	% Increase	$ Increase
City Bill	$9.55	$19.85	107.8%	$10.30
TSSD Bill	$43.77	$47.38	8.2%	$3.61
Combined	$53.32	$67.23	26.1%	$13.91

*** Assumes 5 Units of Use**

Scenario Analysis

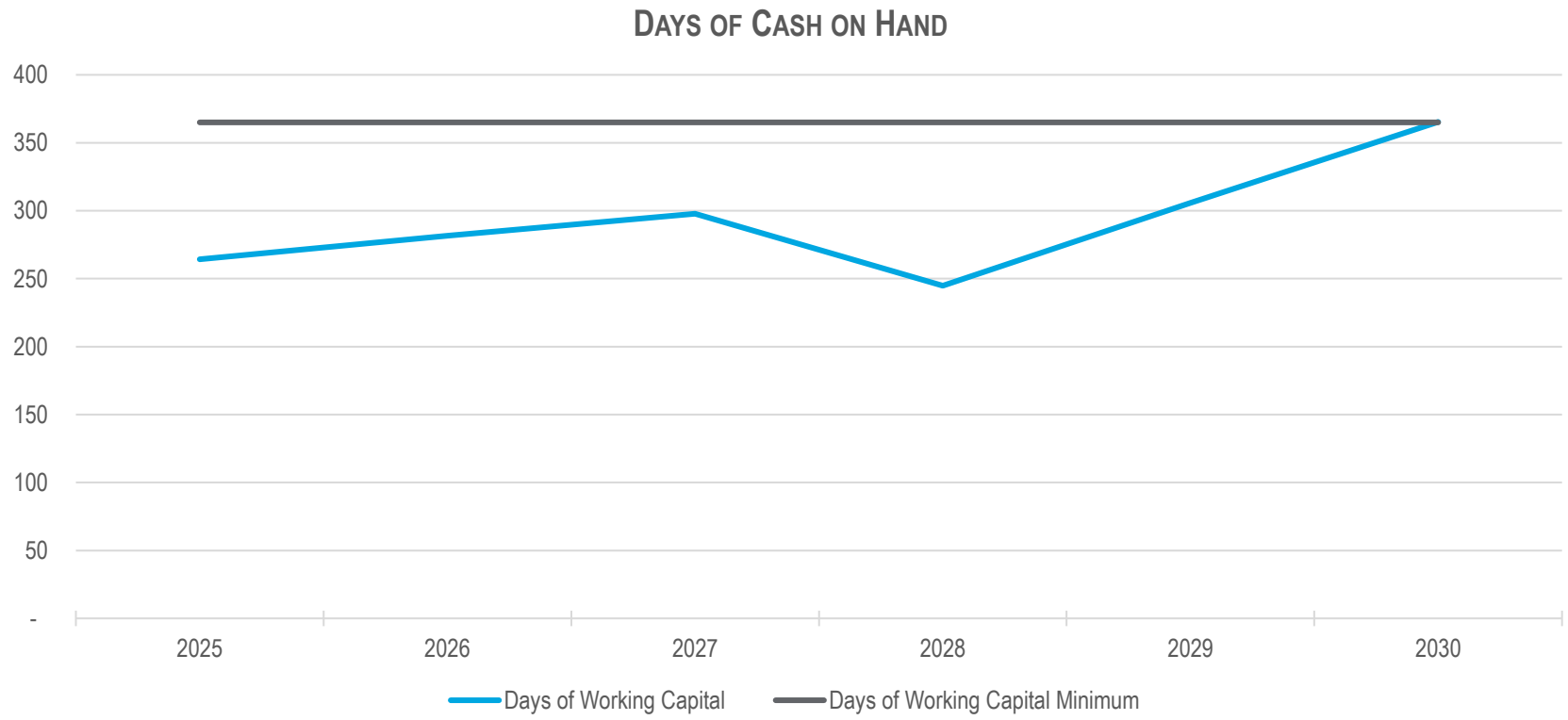
- Scenario 2 – Rate Increase to Maintain Target - **Phased**

City Rate Adjustments	2023	2024	2025	2026	2027	2028	2029	2030
Residential		0.00%	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
Commercial		0.00%	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
County Resident		0.00%	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
Dairy, Mink, Stock		0.00%	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
Institutional		0.00%	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
None		0.00%	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
Schools (per Student)		0.00%	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
Production Rate Increase		0.00%	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
TSSD Rate Adjustments	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Commercial		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
County Resident		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Dairy, Mink, Stock		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Institutional		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
None		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Schools (per Student)		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
TSSD Production Rate Increase		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 2 – Rate Increase to Maintain Target - **Phased**



*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 2 – Rate Increase to Maintain Target - **Phased**

City Base Rate	2023	2024	2025	2026	2027	2028	2029	2030
Residential	$7.15	$7.15	$8.44	$9.96	$11.75	$13.86	$16.36	$19.30
Commercial	$8.68	$8.68	$10.24	$12.09	$14.26	$16.83	$19.86	$23.43
County Resident	$7.15	$7.15	$8.44	$9.96	$11.75	$13.86	$16.36	$19.30
Dairy, Mink, Stock	$7.15	$7.15	$8.44	$9.96	$11.75	$13.86	$16.36	$19.30
Institutional	$8.68	$8.68	$10.24	$12.09	$14.26	$16.83	$19.86	$23.43
None	$7.15	$7.15	$8.44	$9.96	$11.75	$13.86	$16.36	$19.30
Schools (per Student)	$0.1163612	$0.1163612	$0.1373062	$0.1620213	$0.1911852	$0.2255985	$0.2662062	$0.3141234
Production Rate (per 1,000 Gal)	$0.48	$0.48	$0.57	$0.67	$0.79	$0.93	$1.10	$1.30
TSSD Base Rate	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Commercial	$39.95	$39.95	$39.95	$39.95	$40.75	$41.56	$42.40	$43.24
County Resident	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Dairy, Mink, Stock	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Institutional	$39.95	$39.95	$39.95	$39.95	$40.75	$41.56	$42.40	$43.24
None	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Schools (per Student)	$0.6593838	$0.6593838	$0.6593838	$0.6593838	$0.6725715	$0.6860229	$0.6997434	$0.7137382
TSSD Production Rate	$2.20	$2.20	$2.20	$2.20	$2.24	$2.29	$2.33	$2.38

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 2 – Rate Increase to Maintain Target - **Phased**

	2024	2026	% Increase	$ Increase
City Bill	$9.55	$13.30	39.2%	$3.75
TSSD Bill	$43.77	$43.77	0.0%	$0.00
Combined	$53.32	$57.07	7.0%	$3.75

*** Assumes 5 Units of Use**

Long-Term Rate is Higher Under this Scenario

Scenario Analysis

- Scenario 2 – Rate Increase to Maintain Target - **Phased**

	2024	2030	% Increase	$ Increase
City Bill	$9.55	$25.78	170.0%	$16.23
TSSD Bill	$43.77	$47.38	8.2%	$3.61
Combined	$53.32	$73.16	37.2%	$19.84

*** Assumes 5 Units of Use**

Long-Term Rate is Higher Under this Scenario

Scenario Analysis

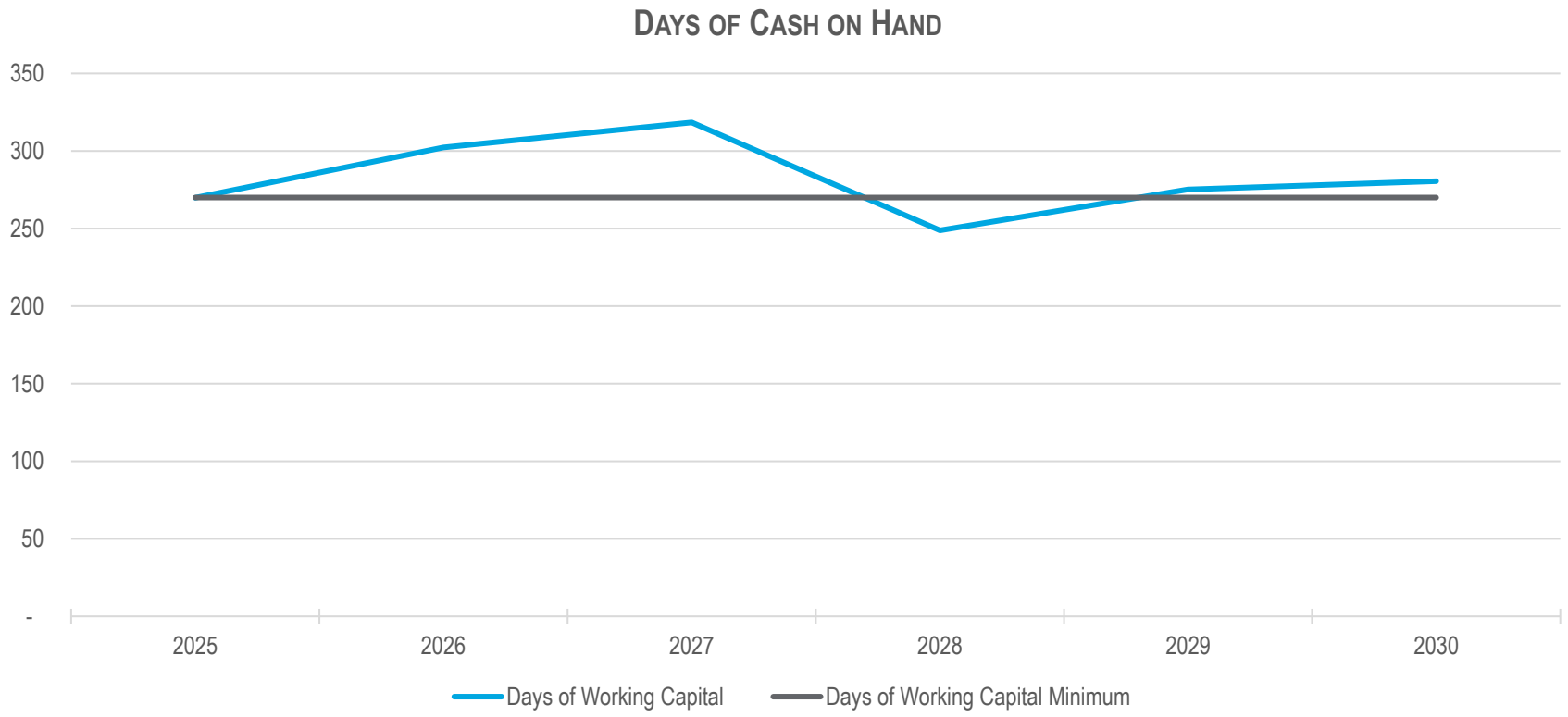
- Scenario 3 – Rate Increase to Maintain Lower Target

City Rate Adjustments	2023	2024	2025	2026	2027	2028	2029	2030
Residential		0.00%	35.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Commercial		0.00%	35.00%	20.00%	2.00%	2.00%	2.00%	2.00%
County Resident		0.00%	35.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Dairy, Mink, Stock		0.00%	35.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Institutional		0.00%	35.00%	20.00%	2.00%	2.00%	2.00%	2.00%
None		0.00%	35.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Schools (per Student)		0.00%	35.00%	20.00%	2.00%	2.00%	2.00%	2.00%
Production Rate Increase		0.00%	35.00%	20.00%	2.00%	2.00%	2.00%	2.00%
TSSD Rate Adjustments	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Commercial		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
County Resident		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Dairy, Mink, Stock		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Institutional		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
None		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Schools (per Student)		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
TSSD Production Rate Increase		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 3 – Rate Increase to Maintain Lower Target



*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

Scenario 3 – Rate Increase to Maintain Lower Target

City Base Rate	2023	2024	2025	2026	2027	2028	2029	2030
Residential	$7.15	$7.15	$9.65	$11.58	$11.81	$12.05	$12.29	$12.54
Commercial	$8.68	$8.68	$11.72	$14.06	$14.34	$14.63	$14.92	$15.22
County Resident	$7.15	$7.15	$9.65	$11.58	$11.81	$12.05	$12.29	$12.54
Dairy, Mink, Stock	$7.15	$7.15	$9.65	$11.58	$11.81	$12.05	$12.29	$12.54
Institutional	$8.68	$8.68	$11.72	$14.06	$14.34	$14.63	$14.92	$15.22
None	$7.15	$7.15	$9.65	$11.58	$11.81	$12.05	$12.29	$12.54
Schools (per Student)	$0.1163612	$0.1163612	$0.1570876	$0.1885051	$0.1922752	$0.1961208	$0.2000432	$0.2040440
Production Rate (per 1,000 Gal)	$0.48	$0.48	$0.65	$0.78	$0.79	$0.81	$0.83	$0.84
TSSD Base Rate	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Commercial	$39.95	$39.95	$39.95	$39.95	$40.75	$41.56	$42.40	$43.24
County Resident	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Dairy, Mink, Stock	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Institutional	$39.95	$39.95	$39.95	$39.95	$40.75	$41.56	$42.40	$43.24
None	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Schools (per Student)	$0.6593838	$0.6593838	$0.6593838	$0.6593838	$0.6725715	$0.6860229	$0.6997434	$0.7137382
TSSD Production Rate	$2.20	$2.20	$2.20	$2.20	$2.24	$2.29	$2.33	$2.38

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 3 – Rate Increase to Maintain Lower Target

	2024	2026	% Increase	$ Increase
City Bill	$9.55	$15.47	62.0%	$5.92
TSSD Bill	$43.77	$43.77	0.0%	$0.00
Combined	$53.32	$59.24	11.1%	$5.92

*** Assumes 5 Units of Use**

Scenario Analysis

- Scenario 3 – Rate Increase to Maintain Lower Target

	2024	2030	% Increase	$ Increase
City Bill	$9.55	$16.75	75.4%	$7.20
TSSD Bill	$43.77	$47.38	8.2%	$3.61
Combined	$53.32	$64.12	20.3%	$10.80

*** Assumes 5 Units of Use**

Scenario Analysis

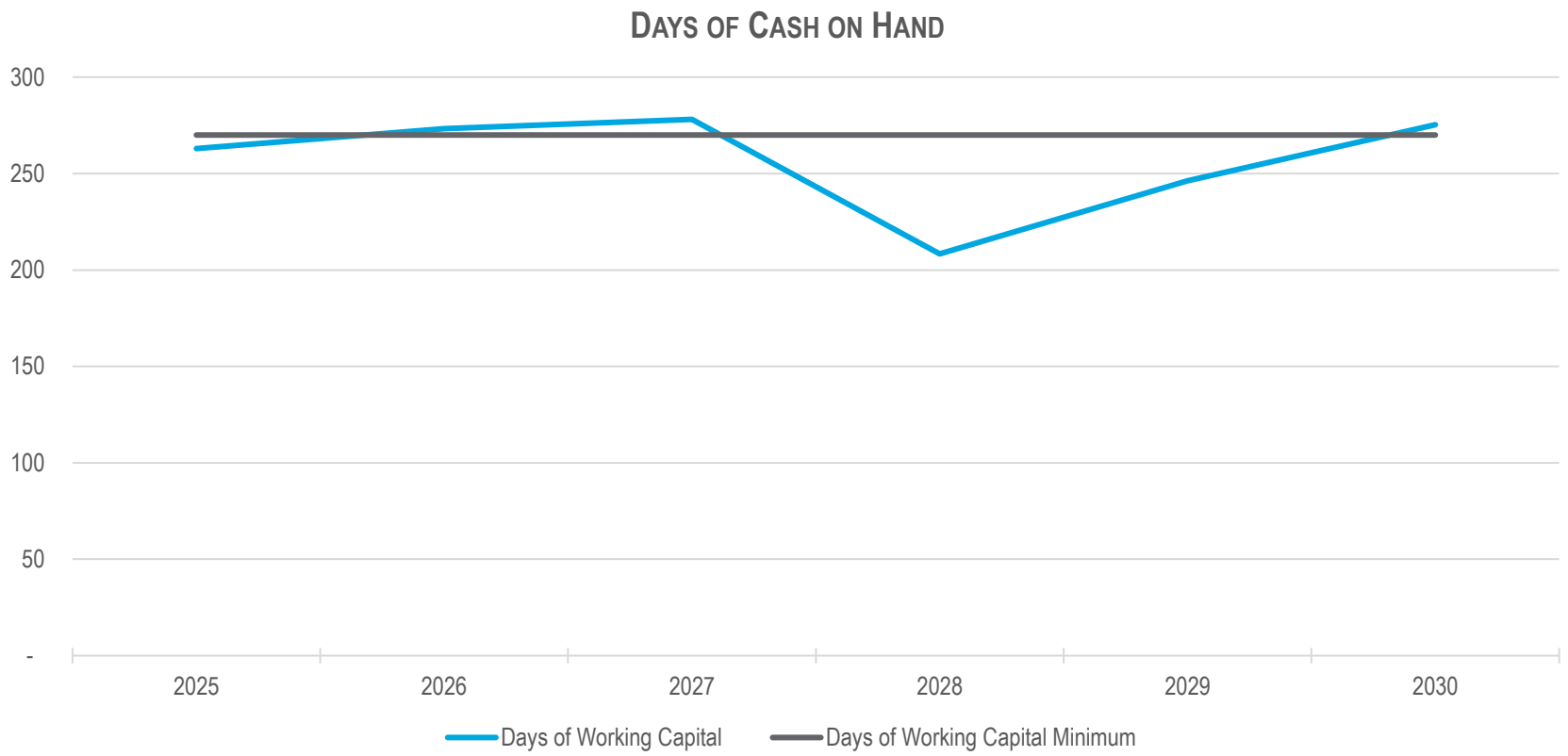
- Scenario 4 – Rate Increase to Maintain Lower Target - **Phased**

City Rate Adjustments	2023	2024	2025	2026	2027	2028	2029	2030
Residential		0.00%	13.50%	13.50%	13.50%	13.50%	13.50%	13.50%
Commercial		0.00%	13.50%	13.50%	13.50%	13.50%	13.50%	13.50%
County Resident		0.00%	13.50%	13.50%	13.50%	13.50%	13.50%	13.50%
Dairy, Mink, Stock		0.00%	13.50%	13.50%	13.50%	13.50%	13.50%	13.50%
Institutional		0.00%	13.50%	13.50%	13.50%	13.50%	13.50%	13.50%
None		0.00%	13.50%	13.50%	13.50%	13.50%	13.50%	13.50%
Schools (per Student)		0.00%	13.50%	13.50%	13.50%	13.50%	13.50%	13.50%
Production Rate Increase		0.00%	13.50%	13.50%	13.50%	13.50%	13.50%	13.50%
TSSD Rate Adjustments	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Commercial		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
County Resident		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Dairy, Mink, Stock		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Institutional		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
None		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
Schools (per Student)		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
TSSD Production Rate Increase		0.00%	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 4 – Rate Increase to Maintain Lower Target - **Phased**



*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 4 – Rate Increase to Maintain Lower Target - **Phased**

City Base Rate	2023	2024	2025	2026	2027	2028	2029	2030
Residential	$7.15	$7.15	$8.12	$9.21	$10.45	$11.87	$13.47	$15.29
Commercial	$8.68	$8.68	$9.85	$11.18	$12.69	$14.40	$16.35	$18.56
County Resident	$7.15	$7.15	$8.12	$9.21	$10.45	$11.87	$13.47	$15.29
Dairy, Mink, Stock	$7.15	$7.15	$8.12	$9.21	$10.45	$11.87	$13.47	$15.29
Institutional	$8.68	$8.68	$9.85	$11.18	$12.69	$14.40	$16.35	$18.56
None	$7.15	$7.15	$8.12	$9.21	$10.45	$11.87	$13.47	$15.29
Schools (per Student)	$0.1163612	$0.1163612	$0.1320700	$0.1498994	$0.1701358	$0.1931042	$0.2191732	$0.2487616
Production Rate (per 1,000 Gal)	$0.48	$0.48	$0.54	$0.62	$0.70	$0.80	$0.90	$1.03
TSSD Base Rate	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Commercial	$39.95	$39.95	$39.95	$39.95	$40.75	$41.56	$42.40	$43.24
County Resident	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Dairy, Mink, Stock	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Institutional	$39.95	$39.95	$39.95	$39.95	$40.75	$41.56	$42.40	$43.24
None	$32.77	$32.77	$32.77	$32.77	$33.43	$34.09	$34.78	$35.47
Schools (per Student)	$0.6593838	$0.6593838	$0.6593838	$0.6593838	$0.6725715	$0.6860229	$0.6997434	$0.7137382
TSSD Production Rate	$2.20	$2.20	$2.20	$2.20	$2.24	$2.29	$2.33	$2.38

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 4 – Rate Increase to Maintain Lower Target - **Phased**

	2024	2026	% Increase	$ Increase
City Bill	$9.55	$12.30	28.8%	$2.75
TSSD Bill	$43.77	$43.77	0.0%	$0.00
Combined	$53.32	$56.07	5.2%	$2.75

*** Assumes 5 Units of Use**

Scenario Analysis

- Scenario 4 – Rate Increase to Maintain Lower Target - **Phased**

	2024	2030	% Increase	$ Increase
City Bill	$9.55	$20.42	113.8%	$10.87
TSSD Bill	$43.77	$47.38	8.2%	$3.61
Combined	$53.32	$67.79	27.1%	$14.47

*** Assumes 5 Units of Use**

Long-Term Rate is Higher Under this Scenario

Scenario Analysis

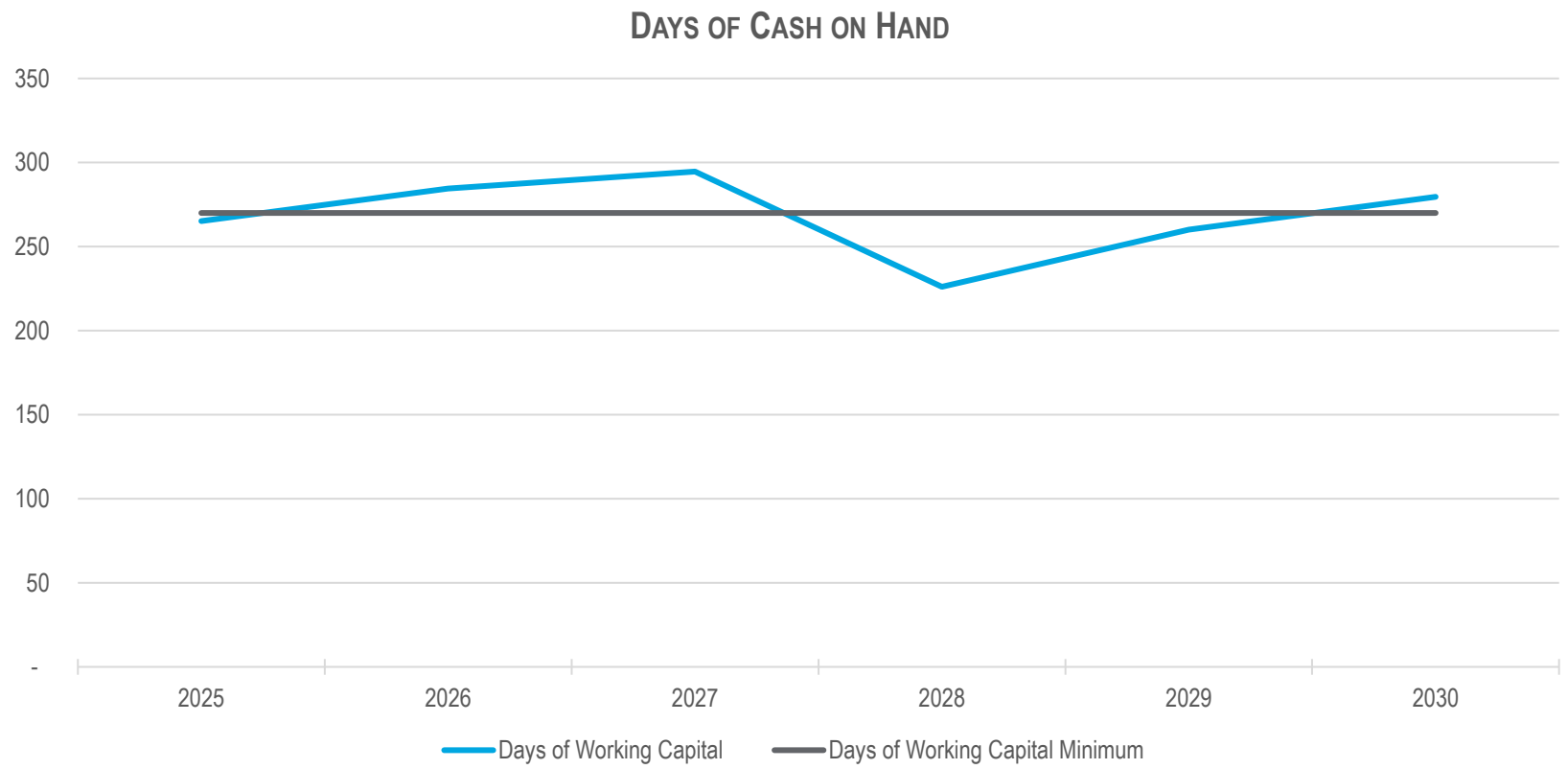
- Scenario 5 – Rate Increase to Maintain Lower Target - **Combined**

City Rate Adjustments	2023	2024	2025	2026	2027	2028	2029	2030
Residential		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
Commercial		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
County Resident		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
Dairy, Mink, Stock		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
Institutional		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
None		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
Schools (per Student)		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
Production Rate Increase		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
TSSD Rate Adjustments	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
Commercial		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
County Resident		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
Dairy, Mink, Stock		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
Institutional		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
None		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
Schools (per Student)		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%
TSSD Production Rate Increase		0.00%	3.70%	3.70%	3.70%	3.70%	3.70%	3.70%

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 5 – Rate Increase to Maintain Lower Target - **Combined**



*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 5 – Rate Increase to Maintain Lower Target - **Combined**

City Base Rate	2023	2024	2025	2026	2027	2028	2029	2030
Residential	$7.15	$7.15	$7.41	$7.69	$7.97	$8.27	$8.57	$8.89
Commercial	$8.68	$8.68	$9.00	$9.33	$9.68	$10.04	$10.41	$10.79
County Resident	$7.15	$7.15	$7.41	$7.69	$7.97	$8.27	$8.57	$8.89
Dairy, Mink, Stock	$7.15	$7.15	$7.41	$7.69	$7.97	$8.27	$8.57	$8.89
Institutional	$8.68	$8.68	$9.00	$9.33	$9.68	$10.04	$10.41	$10.79
None	$7.15	$7.15	$7.41	$7.69	$7.97	$8.27	$8.57	$8.89
Schools (per Student)	$0.1163612	$0.1163612	$0.1206666	$0.1251312	$0.1297611	$0.1345622	$0.1395410	$0.1447041
Production Rate (per 1,000 Gal)	$0.48	$0.48	$0.50	$0.52	$0.54	$0.56	$0.58	$0.60
TSSD Base Rate	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Residential	$32.77	$32.77	$33.98	$35.24	$36.54	$37.90	$39.30	$40.75
Commercial	$39.95	$39.95	$41.43	$42.96	$44.55	$46.20	$47.91	$49.68
County Resident	$32.77	$32.77	$33.98	$35.24	$36.54	$37.90	$39.30	$40.75
Dairy, Mink, Stock	$32.77	$32.77	$33.98	$35.24	$36.54	$37.90	$39.30	$40.75
Institutional	$39.95	$39.95	$41.43	$42.96	$44.55	$46.20	$47.91	$49.68
None	$32.77	$32.77	$33.98	$35.24	$36.54	$37.90	$39.30	$40.75
Schools (per Student)	$0.6593838	$0.6593838	$0.6837810	$0.7090809	$0.7353169	$0.7625236	$0.7907370	$0.8199943
TSSD Production Rate	$2.20	$2.20	$2.28	$2.37	$2.45	$2.54	$2.64	$2.74

*** Assumes the first-year rate increase is adopted mid-year. Thus, the utility fund realizes the increase for half the year.**

Scenario Analysis

- Scenario 5 – Rate Increase to Maintain Lower Target - **Combined**

	2024	2026	% Increase	$ Increase
City Bill	$9.55	$10.27	7.5%	$0.72
TSSD Bill	$43.77	$47.07	7.5%	$3.30
Combined	$53.32	$57.34	7.5%	$4.02

*** Assumes 5 Units of Use**

Rate impact is Shared Between City and TSSD Rate Under this Scenario

Scenario Analysis

- Scenario 5 – Rate Increase to Maintain Lower Target - **Combined**

	2024	2030	% Increase	$ Increase
City Bill	$9.55	$11.88	24.4%	$2.33
TSSD Bill	$43.77	$54.43	24.4%	$10.66
Combined	$53.32	$66.31	24.4%	$12.99

*** Assumes 5 Units of Use**

Rate impact is Shared Between City and TSSD Rate Under this Scenario

SUMMARY

- Baseline Scenario Analysis: Days of Cash Insufficient
- Scenario 1: Large Upfront Increase to City Rate, 365 Days of Cash Target
- Scenario 2: Equalized Increase to City Rate, 365 Days of Cash Target
- Scenario 3: Balanced Upfront Increase to City Rate, 270 Days of Cash Target
- Scenario 4: Equalized Increase to City Rate, 270 Days of Cash Target
- Scenario 5: Equalized Increase to All Rates, 270 Days of Cash Target

SUMMARY

2026 $ Increase By Scenario	Baseline	1	2	3	4	5
City Bill	-	$8.79	$3.75	$5.92	$2.75	$0.72
TSSD Bill	-	$0.00	$0.00	$0.00	$0.00	$3.30
Combined	-	$8.79	$3.75	$5.92	$2.75	$4.02

2030 $ Increase By Scenario	Baseline	1	2	3	4	5
City Bill	-	$10.30	$16.23	$7.20	$10.87	$2.33
TSSD Bill	-	$3.61	$3.61	$3.61	$3.61	$10.66
Combined	-	$13.91	$19.84	$10.80	$14.47	$12.99

Next Steps

- ❑ Finalize Rate Analysis and Preferred Alternative
- ❑ Adopt or Reject Proposed Increases

QUESTIONS

Fred Philpot | Vice President/COO
LRB Public Finance Advisors
O 801.596.0700 | **C** 801.243.0293
lrbfinance.com

Lewis Young Robertson & Burningham is now LRB Public Finance Advisors



CITY COUNCIL AGENDA REPORT
ITEM #4c

DATE: December 3, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: School District Interlocal Agreement Amendment
TYPE: General City Management

PURPOSE:
The City Council will consider an amendment to the interlocal agreement between Highland, Alpine, Cedar Hills, Lehi, American Fork, and Draper related to the creation of a new school district.

STAFF RECOMMENDATION:
Staff recommends that the Council ADOPT the resolution approving the amendment to the school district interlocal agreement.

PRIOR COUNCIL DIRECTION:
On April 29, 2024, the Council approved entering into an interlocal agreement with Alpine, Cedar Hills, Lehi, American Fork, and Draper that would allow the cities to go through the process of considering the creation of a new school district comprised of these cities out of the Alpine School District. After conducting a feasibility study, conducting public hearings, and considering public feedback, all of the cities' councils voted to submit the question of whether to create the new school district and divide Alpine School District to a vote. A majority of voters within the boundaries of the proposed new "central" school district voted to create the new school district on November 4, 2024, which vote was certified on November 19, 2024.

BACKGROUND:
As voters have approved the creation of a new school district, there are some administrative actions that the cities must complete in the near future, primarily registering and naming the new school district. While Highland City staff believe that these actions could be completed by the cities pursuant to the terms of the original interlocal agreement, other cities' staff believe that an amendment is warranted to ensure that there is no question as to the cities's authority. Highland City staff support the amendments as a matter of clarification and future-proofing, though there may need to be an additional amendment depending on any state law changes that impose additional administrative duties onto the cities in connection with the new school district.

The scope of the proposed amendment to the interlocal agreement is limited to ensuring the cities can continue to carry out their duties under state law regarding the new school district. The proposed amendment does the following:

1. Ratifies and continues the effect of the original interlocal agreement
2. Expands the scope of purpose and authority of the original interlocal agreement to allow the parties to take any action required by state law 53G-3-301.4 to prepare for the operation of the

new school district, including making non-binding reports and recommendations, but not including any action that must be taken by the future school board or any action that conflicts with future state legislation.

3. Authorizes the expenditure of funds so long as expenditures are authorized by a majority of the parties, with the intent of seeking reimbursement from Alpine School District, the reorganized school district, or the new Central School District, as appropriate.

The interlocal agreement amendment has been reviewed for form and compatibility with law by the City attorney.

FISCAL IMPACT:

There is no specific anticipated fiscal impact, as the administrative tasks currently required do not require special funding. Any future spending needing to be made would be split among the interlocal entities based on their populations within the new school district.

MOTION:

I move that City Council ADOPT the resolution approving the first amendment to the school district interlocal agreement.

ATTACHMENTS:

1. Resolution - School District ILA Amendment
2. Ex A-Interlocal Agreement Amendment-Central School District v.2
3. New School District Interlocal Final

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION OF A SCHOOL DISTRICT AMONG THE CITIES OF LEHI, CEDAR HILLS, HIGHLAND, ALPINE, AMERICAN FORK, AND DRAPER

WHEREAS, Highland City, as a Utah Municipality, is authorized to enter into contracts for the benefit and welfare of Highland City and its residents, including pursuant to Utah Code § 10-1-202.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, as amended, ("Act") permits local governmental units including cities, counties, interlocal agencies, and other political subdivision of the State of Utah to enter into agreements for mutual advantage and to exercise joint cooperative action;

WHEREAS, Highland City previously entered into an interlocal agreement with Lehi, Cedar Hills, Alpine, American Fork, and Draper to pursue the creation of a new school district on April 29, 2024;

WHEREAS, a majority of voters approved the creation of said new school district during the November 2024 election, and the cities party to the original interlocal agreement desire and are now required to take certain actions to facilitate the creation of the new school district, and therefore desire to amend the original interlocal agreement to allow for such actions.

NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

1. The City Council approves of THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION OF A SCHOOL DISTRICT AMONG THE CITIES OF LEHI, CEDAR HILLS, HIGHLAND, ALPINE, AMERICAN FORK, AND DRAPER, including clarifying and non-substantive changes thereto that are approved by the City Attorney, City Administrator, and Mayor, which amendment is attached hereto as Exhibit A.

2. The City Council authorizes the Mayor and City Staff, as necessary, to execute and carry out the Interlocal Agreement according to the terms set forth therein.

3. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

_____
Mayor

ATTESTED:

_____
City Recorder

EXHIBIT A

Form of Interlocal Cooperation Agreement

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE CREATION OF A SCHOOL DISTRICT AMONG THE CITIES OF LEHI, CEDAR HILLS, HIGHLAND, ALPINE, AMERICAN FORK, AND DRAPER

This First Amendment to the *Interlocal Agreement* (hereinafter "Amendment") is entered into by and among Lehi City (hereinafter "Lehi"), the City of Cedar Hills, (hereinafter "Cedar Hills"), Highland City (hereinafter "Highland"), Alpine City (hereinafter "Alpine"), American Fork City (hereinafter "American Fork"), and Draper City (hereinafter "Draper) (each, a "Party" and collectively, the "Parties"), pursuant to the State of Utah's Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq., and Utah Code Ann. § 53G-3-301, et seq (the "Act").

This Amendment shall be binding and effective upon the completion of each of the following (hereinafter "Effective Date"): (1) each Party affixing their respective signatures hereto; (2) the Amendment being approved by each Party, as contemplated by Utah Code Ann. §§ 11-13-202(2) and 11-13-202.5; and (3) the Amendment being filed with the keeper of records of each of the Parties, as required by Utah Code Ann. § 11-13-209.

Section 1. Recitals.

1.1 WHEREAS, previously the Parties entered into an Interlocal Agreement (the "Agreement") to cooperate in obtaining voter approval for the creation of a new school district pursuant to the Act effective on April 29, 2024.

1.2 WHEREAS, a majority of the voters within the boundaries of the Parties approved the creation of a new school district ("Central School District") on November 4, 2024 which vote was subsequently certified on November 19, 2024.

1.3 WHEREAS, the purpose of this Amendment is to amend the purpose of the Agreement to include the ability of the interlocal board created under the Agreement to take any action that is legal under Utah Code 53G-3-301.4 to prepare for the operation of the Central School District.

Section 2. Terms of Amendment.

2.1. All provisions of the Agreement entered into by the Parties on April 29, 2024, remain in full force and effect unless expressly modified or revoked by this Amendment.

2.2. The purpose for which the Agreement was approved by the Parties is amended to include taking any legal action under Utah Code 53G-3-301.4 to prepare for the operation of the Central School District, ***not*** including: i) any action described in state law that is specifically reserved for the future school board of the Central School District; and ii) any action that is in conflict with provisions of legislation that may be adopted subsequent to the approval of this Amendment. However, the interlocal board may prepare reports and make recommendations for the future school board as long as nothing in the reports or recommendations is intended to be binding upon a future school board.

2.3. The interlocal board is authorized to expend budget funds as long as the expenditure is authorized by the Parties by a majority vote. The expenditure will be allocated among the Parties by each Party's population within the Central School District. The Parties will use reasonable best efforts to seek reimbursement of any expended funds from the Alpine School District, the reorganized school district, or the Central School District, as appropriate.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

Lehi City:

_____
By:
Its:

Dated: _____

Attest:

_____
_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____
_____, City Attorney

City of Cedar Hills:

_____
By:
Its:

Dated: _____

Attest:

_____
_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____
_____, City Attorney

Highland City:

_____
By:
Its:

Dated: _____

Attest:

_____
_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____
_____, City Attorney

Alpine City:

_____
By:
Its:

Dated: _____

Attest:

_____
_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____
_____, City Attorney

American Fork City:

_____
By:
Its:

Dated: _____

Attest:

_____
_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____
_____, City Attorney

Draper City:

_____
By:
Its:

Dated: _____

Attest:

_____
_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____
_____, City Attorney

INTERLOCAL AGREEMENT FOR THE CREATION OF A SCHOOL DISTRICT AMONG THE CITIES OF LEHI, CEDAR HILLS, HIGHLAND, ALPINE, AMERICAN FORK, AND DRAPER

This *Interlocal Agreement* (hereinafter "Agreement") is entered into by and among Lehi City (hereinafter "Lehi"), the City of Cedar Hills, (hereinafter "Cedar Hills"), Highland City (hereinafter "Highland"), Alpine City (hereinafter "Alpine"), American Fork City (hereinafter "American Fork"), and Draper City (hereinafter "Draper) (each, a "Party" and collectively, the "Parties"), pursuant to the State of Utah's Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq., and Utah Code Ann. § 53G-3-301, et seq (the "Act").

This Agreement shall be binding and effective upon the completion of each of the following (hereinafter "Effective Date"): (1) each Party affixing their respective signatures hereto; (2) the Agreement being approved by each Party, as contemplated by Utah Code Ann. §§ 11-13-202(2) and 11-13-202.5; and (3) the Agreement being filed with the keeper of records of each of the Parties, as required by Utah Code Ann. § 11-13-209.

Section 1. Recitals.

1.1. WHEREAS, the Parties have determined that it would be in the public interest to cooperate to provide for the improvement and more efficient administration of the public education system for grades K-12 in the incorporated limits of each Party.

1.2. WHEREAS, the Act specifically sets forth the process to create a new school district from an existing school district, and the Parties desire to follow said process.

1.3. WHEREAS, pursuant to the Act, in order to make such improvements, the Parties have determined to create a new school district throughout the contiguous area of the incorporated limits of each Party located within the boundaries of Utah County and certain unincorporated areas of Utah County within or adjacent to the incorporated limits of the Parties, which boundaries are depicted in the map attached hereto as **Exhibit A**.

1.4. WHEREAS, the boundaries of the new school district satisfy the requirements of the Act, because the boundaries are contiguous, include the entire boundaries of each participant municipality with the exception of Draper, include the portion of Draper that is currently within the Alpine School District, and include contiguous portions of Utah County that would become an isolated area if not included in the new school district in accordance with the Act, and will not result in any geographically isolated areas.

1.5. WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under the Act.

1.6. WHEREAS, the combined population of the Parties exceeds the minimum population threshold of at least 50,000.

1.7. WHEREAS, the combined population of the Parties is at least 80% of the total population of the proposed new school district, as required by the Act.

1.8. WHEREAS, the student population of the proposed new district exceeds 3,000 and the existing district's student population will not be less than 3,000 because of the creation of the new school district, as required by the Act.

1.9. WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district (hereinafter "District") pursuant to Act.

1.10. WHEREAS, pursuant to the Utah Code, the Parties intend to end their relationship with Alpine School District ("Alpine District") and create the District.

Section 2. Terms of Agreement.

2.1. Pursuant to the Act, the Parties are entering into this Agreement to submit a proposal for voter approval to create the District. The Parties shall work together in a close and cooperative relationship to implement the establishment of the District. The Parties agree to proportionately share the respective costs and fees associated with this Agreement.

2.2. In September 2023, Alpine District began a feasibility study with MGT Education related to the reconfiguration of Alpine District. This feasibility study satisfies the requirements under the Act in order to allow the Parties to submit a proposal to create the District to Utah County.

2.3. The District shall run for the contiguous area of the Parties and shall incorporate all the incorporated limits of the Parties located within the boundaries of Utah County into the District, including the portion of Draper within the boundaries of Utah County pursuant to the Act, and certain unincorporated areas of Utah County within or adjacent to the incorporated limits of the Parties, leaving the remaining boundaries of Alpine District contiguous, with no isolated area. The District shall not cross county lines.

2.4. Pursuant to Utah Code Ann. § 11-13-207, the Parties shall create a joint board with representation from each Party having equal voting power. All decisions regarding the acquiring, holding, and disposing of real and personal property in furtherance of this Agreement shall be made pursuant to a vote of the joint board.

2.5. To the extent permitted by Utah law and without waiving their right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, the Parties intend to cooperate and work together in meeting all requirements under the Act for the creation of the District, including but not limited to immediately filing a request with the county clerk to initiate the process to create a new school district in the form of the attached **Exhibit B**, submitting the matter for voter approval, and establishing a transition team if required by law should the creation of the District be approved. If allowed by law, the Parties shall also work together collectively to seek reimbursement of the Parties' costs incurred in the creation of the District.

Section 3. Term and Termination.

3.1. This Agreement shall commence on the Effective Date and continue indefinitely, until terminated in accordance with this Agreement or applicable law, or until the Parties agree that the purpose of this Agreement is complete, but in no event longer than fifty (50) years from the Effective Date.

3.2. This Agreement may be terminated by the Parties in the event that any party materially breaches its obligations under this Agreement; provided that a breaching Party shall be entitled to thirty (30) days' notice to cure the breach; if the breaching Party fails to cure the breach within this period, the non-breaching Parties may terminate this Agreement.

3.3. A Party may withdraw from this Agreement by providing the other Parties with fourteen (14) days' written notice of the withdrawal.

Section 4. Budget and Taxes.

Each Party shall be solely responsible for any tax liability which it may incur as a result of this Agreement and to separately finance and budget for any other revenues or expenditures arising out of or required for the performance of the Party's obligations under this Agreement. Any tax and financial liability of the District after its establishment will be borne solely by the District.

Section 5. Liability and Indemnification.

5.1. Each Party shall be solely responsible for responding to and defending any claims which may be asserted against it which occur prior to the formation of the District. Consequently, to the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Parties against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including (but not limited to) attorneys' fees, arising out of or resulting upon the indemnifying Party's responsibilities under this Agreement. However, the provisions of this Section 5.1. shall not be applicable to an indemnified Party to the extent any claim of liability is the result of some negligent, grossly negligent, intentional, or unethical act or inaction attributable to such Party. After the formation of the District and expiration of any appeal, referendum, or challenge periods, this Section shall terminate and the District shall be responsible for its own liability including any and all claims and actions against it.

5.2. Nothing in this Agreement, nor the performance hereof, shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which any Party or its employees, officers and directors may assert under State of federal law, including but not limited to The Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq.* All claims against any Party or its employees, officers and directors are subject to the provisions of the aforementioned Act, which controls all procedures and limitations in connection with any claim of liability.

5.3 Notwithstanding any provision set forth herein, no Party shall be liable to another Party or any other person for the Party's decision to withdraw from this Agreement after exercising such Party's right or duty to take the procedural steps and analyze and make a legislative decision regarding the substantive considerations required by Utah law in connection with the creation of the District.

Section 6. Representations and Warranties.

Each Party represents that its signatory has the authority to bind the Party to this Agreement.

Section 7. Confidentiality.

The Parties acknowledge and agree that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*, as the same may be amended from time to time.

Section 8. Recitals and Exhibits.

8.1. The introduction, as well as the recitals set forth in Section 1.0., are hereby incorporated into this Agreement by this reference.

8.2. Likewise, any exhibit referenced in this Agreement, or attached hereto, is incorporated into this Agreement by this reference.

Section 9. Notice.

9.1. If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To Lehi City:

Attn: Mayor
153 N 100 E
Lehi, UT 84043

To the City of Cedar Hills:

Attn: Mayor
10246 N Canyon Rd
Cedar Hills, UT 84062

To the City of Highland:

Attn: Mayor
5400 Civic Center Dr.
Highland, UT 84003

To the City of Alpine:

Attn: Mayor
20 N Main St
Alpine, UT 84004

To American Fork City:

Attn: Mayor
51 E Main St
American Fork, UT 84003

To Draper City:

Attn: Mayor
1020 Pioneer Rd
Draper, UT 84020

9.1.1. The designation of a contact individual or address may be changed by providing written notice to the Parties in the same manner contemplated by this Section 9. Such a change in designation shall not be subject to Section 13.

9.2. If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third calendar day thereafter.

Section 10. Attorney's Fees and Costs.

10. Each Party shall bear its own attorney's fees and costs incurred in connection with the execution and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorney's fees, legal costs, and other collection fees and costs incurred by the prevailing Party in connection with the suit, both before and after judgment, in addition to any other relief to which such Party may be entitled.

Section 11. Further Assurances.

The Parties mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

Section 12. Time.

Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein, including (but not limited to) the provisions contemplated in Section 2.

Section 13. Amendments.

13.1. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by each Party.

13.2. Other entities may become parties to this Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the Addendum must be approved by resolution of the governing body of the entity to be added and the governing bodies of the Parties; and the Addendum must be reviewed for proper form and compliance with applicable law by the attorney for the entity to be added and the attorneys for the respective Parties. Prior to becoming effective, this Agreement and any Addendum shall be filed with the official keepers of records of the Parties and the entity being added to this Agreement.

Section 14. Waivers.

No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

Section 15. Drafting and Voluntary Execution.

15.1. The drafting and negotiation of this Agreement have been accomplished collectively by each Party, and for all purposes this Agreement shall be deemed to have been drafted jointly by

each such Party. The Parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof.

15.2. The Parties have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and each Party is executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The Parties further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their affiliates and agents, as well as any other representative or consultant, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other Party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of any other Party.

15.3. The headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.

15.4. This Agreement may be executed in counterparts, whether physical or electronic, which together form an original document.

Section 16. Severability.

If any provision of this Agreement is determined by a court of proper jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

Section 17. Third-Party Beneficiaries.

This Agreement is not intended to create any rights or benefits (whether intended or incidental) for any third party. Only the named Parties hereto may enforce the terms and conditions of this Agreement.

Section 18. Entire Agreement.

All agreements, covenants, representations and warranties – express or implied, oral or written – of the Parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties – express or implied, oral or written – have been made by any Party to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged herein. This is an integrated agreement.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

Lehi City:

By: MARK JOHNSON
Its: MAYOR

Dated: 4/29/2024

Attest:

Teisha Wilson

Teisha Wilson, City Recorder

Dated: 4-29-24

Reviewed and approved as to
proper form and compliance
with applicable law:

Ryan V. Wood

_____, City Attorney

City of Cedar Hills:

By:
Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

Lehi City:

_____

By:
Its:

Dated: _____

Attest:

_____

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____

_____, City Attorney

City of Cedar Hills:

Denise Andersen

By: Denise Andersen
Its: Mayor

Dated: April 29, 2024

Attest:

Colleen A. Mulvey

Colleen A. Mulvey, City Recorder

Dated: April 29, 2024

Reviewed and approved as to
proper form and compliance
with applicable law:

Hyrum Fosserman, City Attorney

City of Cedar Hills
State of Utah

Highland City:

By: KURT OSTLER
Its: MAYOR

Dated: April 29, 2024

Attest:

Heather White
_____, City Recorder, Deputy

Dated: April 29, 2024

Reviewed and approved as to
proper form and compliance
with applicable law:

ROBERT A. PATTERSON, City Attorney

CORPORATE SEAL
HIGHLAND CITY
STATE OF UTAH

Alpine City:

By:
Its:

Dated: _____

Attest:

_____
_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____
_____, City Attorney

American Fork City:

By: Brad Frost
Its: Mayor

Dated: 4/29/2024

Attest:

Terilyn Lurker, City Recorder

Dated: 4/29/24

Reviewed and approved as to proper form and compliance with applicable law:

4/29/24
Cherylyn Egner, City Attorney

AMERICAN FORK CITY CORPORATE SEAL UTAH COUNTY STATE OF UTAH

Draper City:

By: Troy K. Walker
Its: Mayor

Dated: 4/29/24

Attest:

Laura Oscarson, City Recorder

Dated: 4.29.2024

Reviewed and approved as to proper form and compliance with applicable law:

4-29-24
Mike Barker, City Attorney

CITY OF DRAPER CORPORATE Seal 1978 State of Utah

Highland City:

_____

By:
Its:

Dated: _____

Attest:

_____

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____

_____, City Attorney

Alpine City:

_____

By: Jason Thelin
Its: Mayor Pro Tem

Dated: 29 April 2024

Attest:

_____

DeAnn Parry, City Recorder

Dated: 29 April 2024

Reviewed and approved as to
proper form and compliance
with applicable law:

_____

STEPHEN B. DOXEY, City Attorney

EXHIBIT A

Map of Proposed District Boundaries

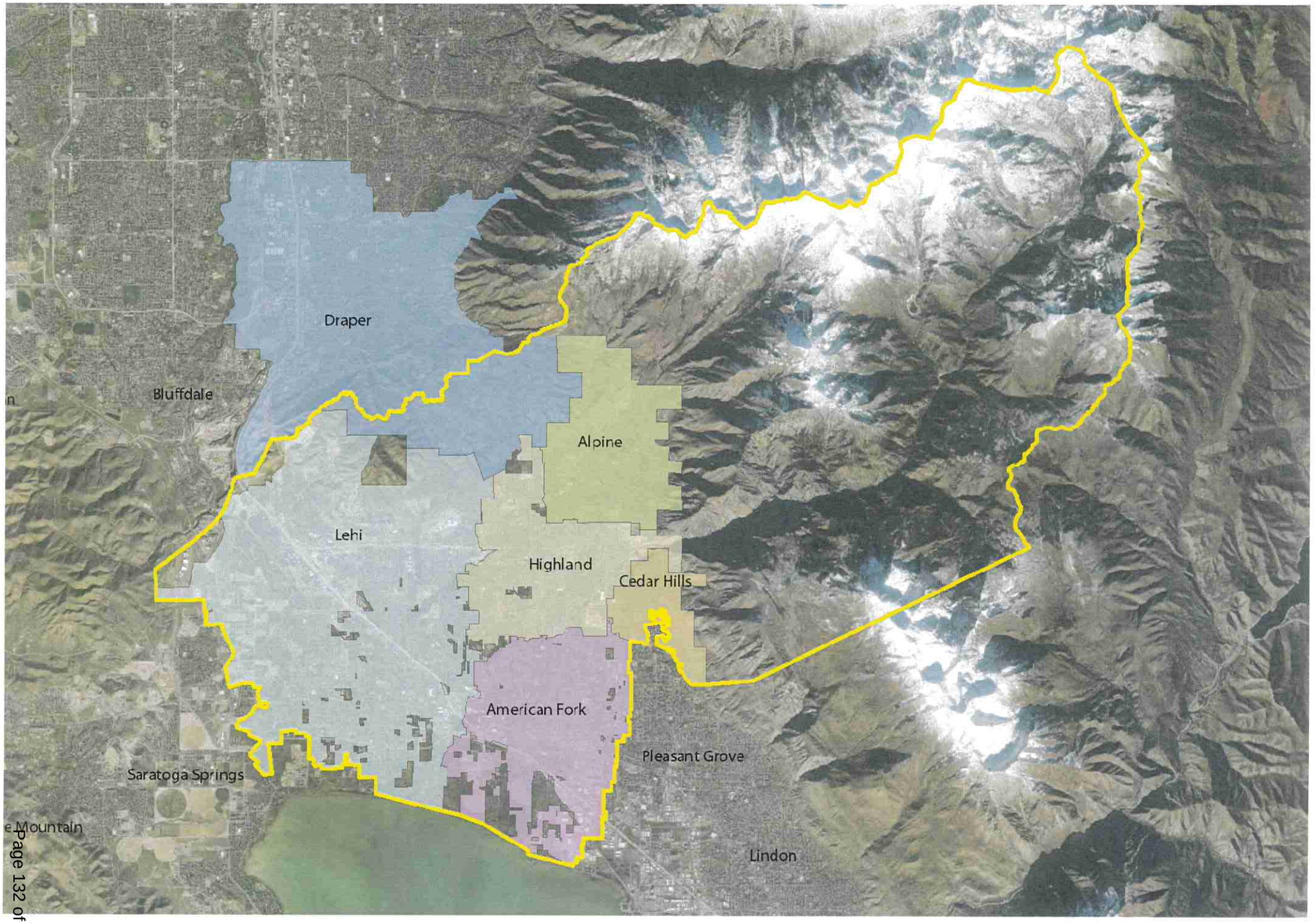

Draper
Bluffdale
Alpine
Lehi
Highland
Cedar Hills
American Fork
Pleasant Grove
Saratoga Springs
Lindon

EXHIBIT B

Request to Initiate the Process to Create a New School District

Via Regular Mail and Email

Aaron R. Davidson
Utah County Clerk
100 East Center Street
Suite 3100
Provo, Utah 84606
clerkoffice@utahcounty.gov

Re: Request to the Utah County Clerk to Initiate the Process to Create a New School District, Pursuant to Utah Code Ann. § 53G-3-301 et seq.

Dear Mr. Davidson:

The cities of Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper (collectively, the "Interlocal Participants") have entered into an interlocal agreement for the purpose of submitting for voter approval a measure to create a new school district among the Interlocal Participants (the "Interlocal Agreement"). A copy of the executed Interlocal Agreement is attached hereto as Exhibit 1. Pursuant to Utah Code Ann. § 53A-3-301, et seq., the Interlocal Participants hereby request to initiate the process to create a new school district. The boundaries of the proposed new school district will be the contiguous area of the incorporated limits of each Interlocal Participant located within the boundaries of Utah County, as well as certain contiguous unincorporated areas of Utah County, as depicted in the map attached hereto as Exhibit 2.

The Interlocal Participants designate Lehi City, c/o Mark Johnson, as their both their sponsor and contract sponsor. Lehi City can be contacted at the following address and phone number: 153 N. 100 E., Lehi, Utah, 385-201-2274.

We appreciate your time and attention to this matter.

Sincerely,

The Interlocal Participants:

Lehi City:

By: MARK JOHNSON
Its: MAYOR

Address: 153 N. 100 E.
LEHI, UT 84043

City of Cedar Hills:

By:
Its:

Address: _____

Alpine City:

By:
Its:

Address: _____

Highland City:

By: KURT OSTLER
Its: MAYOR

Address: 6611 6 West 10760 North
Highland, Utah 84003

American Fork City:

By: Brad Frost
Its: mayor

Address: 51 E Main
American Fork, UT
84003

Draper City:

By: Troy K. Walker
Its: Mayor

Address: 1020 E. Pioneer Rd
Draper, UT 84020

Via Regular Mail and Email

Aaron R. Davidson
Utah County Clerk
100 East Center Street
Suite 3100
Provo, Utah 84606
clerkoffice@utahcounty.gov

Re: Request to the Utah County Clerk to Initiate the Process to Create a New School District, Pursuant to Utah Code § 53G-3-301 et seq.

Mr. Davidson,

The cities of Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper (collectively, the "Interlocal Participants") have entered into an interlocal agreement for the purpose of submitting for voter approval a measure to create a new school district between the Interlocal Participants (the "Interlocal Agreement"). A copy of the executed Interlocal Agreement is attached hereto as Exhibit 1. Pursuant to Utah Code § 53A-3-301 et seq, the Interlocal Participants hereby request to initiate the process to create a new school district. The boundaries of the proposed new school district will be the contiguous area of the incorporated limits of each Interlocal Participant located within the boundaries of Utah County, as depicted in the map attached hereto as Exhibit 2.

The Interlocal Participants designate Lehi City, c/o Mark Johnson, as their both their sponsor and contract sponsor. Lehi City can be contacted at the following address and phone number: 153 N. 100 E., Lehi, Utah, (385)-201-2274.

We appreciate your time and attention to this matter.

Sincerely,

The Interlocal Participants:

Lehi City:

_____
By:
Its:

Address: _____
_____

City of Cedar Hills:

Denise Andersen
By: Denise Andersen
Its: Mayor

Address: 10246 N. Canyon Rd.
Cedar Hills, UT 84062

Alpine City:

By: Jusyn Thelin
Its: Mayor Pro Tem

Address: 20 N. Main St.
Alpine, UT 84004

Highland City:

By:
Its:

Address: _____

American Fork City:

By:
Its:

Address: _____

Draper City:

By:
Its:

Address: _____

CITY COUNCIL AGENDA REPORT
ITEM #4d

DATE: December 3, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Utah County Major Crimes Task Force ILA Amendments
TYPE: General City Management

PURPOSE:
The City Council will consider approving an extension and other amendments to an interlocal agreement allowing Highland City to participate in the Utah County Major Crimes Task Force.

STAFF RECOMMENDATION:
Staff recommends that the Council ADOPT the resolution approving the amendments to the interlocal agreement.

PRIOR COUNCIL DIRECTION:
The Council first approved participating in the Utah County Major Crimes Task Force on September 6, 2016. The interlocal agreement governing the task force was updated and amended, with the Council approving amendments in 2019. Currently, the agreement expires at the end of 2026.

BACKGROUND:
The purpose of the Major Crimes Task Force is to enforce, investigate, and prosecute violations of narcotics and controlled substance laws and to coordinate county-wide efforts to combat gang-related activities and serious property crimes. It allows for broader coordination and increased experience, personnel, and equipment for investigating and preventing serious criminal matters. Highland and Alpine are part of the agreement because the cities fund the Lone Peak Public Safety District, and the County desired all entities that participate or fund any portion of the Task Force be included within the interlocal agreement.

The proposed amendments to the interlocal agreement establishing the Task Force are:

1. Extend the expiration from the end of 2026 to the end of 2029
2. Clarify how claims against the task force or any member entity participating in the task force are received, reported, and resolved, with the intent to encourage the member entities to coordinate negotiation, litigation, and settlement efforts with each other.

The proposed amendment and form of agreement has been reviewed for form and compatibility with law by the City attorney.

FISCAL IMPACT:
There is no direct cost to Highland City. Any costs associated with the Task Force are routed through

the Lone Peak Public Safety District.

MOTION:
I move that City Council ADOPT the resolution approving the amendments to the Major Crimes Task Force interlocal agreement.

ATTACHMENTS:
1. Resolution - Utah County Major Crimes Amendment ILA
2. Ex A - Major Crimes 2024 Amendment (final)
3. Current Major Crimes Task Force Agreement
4. Major Crimes 2024 Amendments (Red-Lines)

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIGHLAND CITY, LONE PEAK PUBLIC SAFETY DISTRICT, UTAH COUNTY, AND OTHER UTAH COUNTY MUNICIPALITIES RELATED TO THE INTERGOVERNMENTAL PROGRAM KNOWN AS THE UTAH COUNTY MAJOR CRIMES TASK FORCE

WHEREAS, Highland City, as a Utah Municipality, is authorized to enter into contracts for the benefit and welfare of Highland City and its residents, including pursuant to Utah Code § 10-1-202.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, as amended, ("Act") permits local governmental units including cities, counties, interlocal agencies, and other political subdivision of the State of Utah to enter into agreements for mutual advantage and to exercise joint cooperative action;

WHEREAS, Utah County, with the support and participation of other Utah County municipalities and entities, including Highland City, has established the Major Crimes Task Force pursuant to an interlocal agreement to enforce, investigate, and prosecute violations of controlled substance laws, gang-related activity, and serious property crimes;

WHEREAS, Highland City, Lone Peak Public Safety District, Utah County, and the other member entities of the Major Crimes Task Force desire to amend the interlocal agreement establishing the Major Crimes Task Force to extend the agreement and amend certain terms and provisions therein.

NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

1. The City Council approves of the AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIGHLAND CITY, LONE PEAK PUBLIC SAFETY DISTRICT, UTAH COUNTY, AND OTHER UTAH COUNTY MUNICIPALITIES RELATED TO THE INTERGOVERNMENTAL PROGRAM KNOWN AS THE UTAH COUNTY MAJOR CRIMES TASK FORCE, which amendment is attached hereto as Exhibit A.

2. The City Council authorizes the Mayor and City Staff, as necessary, to execute and carry out the Interlocal Agreement according to the terms set forth therein.

3. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

_____
Mayor

ATTESTED:

_____
City Recorder

EXHIBIT A

Form of Interlocal Cooperation Agreement

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the intergovernmental program
known as the

Utah County Major Crimes Task Force

AGREEMENT NO. 2024- _____

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

AMENDMENT TO UTAH COUNTY AGREEMENT NO. 2020-651, AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations, and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, the above public agencies, including political subdivisions of the State of Utah as therein defined, have entered into an interlocal cooperation agreement to provide joint or cooperative law enforcement services between or among public agencies that are each authorized by law to provide those services as the Utah County Major Crimes Task Force, as most recently provided in Utah County Agreement No. 2020-651, (the Agreement; attached hereto and hereby incorporated by this reference); and

WHEREAS, the parties to the Agreement desire to amend the Agreement;

NOW, THEREFORE, THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. This amendment to the Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act upon the submission of this amendment to, and the approval and execution hereof by the executive power or legislative body of all of the signatories to the Agreement. This amendment shall not become effective until it has been

reviewed as to proper form and compliance with applicable law by an attorney for each of the signatories to the Agreement. Prior to becoming effective, this amendment shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the provisions of the Agreement unaffected by this amendment hereby shall remain in full force and effect.

2. Section 1 of the Agreement shall be amended to change the termination date to December 31, 2029.

Section 2 of this Agreement shall be amended as follows:

"Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The

Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of Task Force investigations and or operations, the individual law enforcement officer or his employing agency will be required to defend itself. If any law enforcement officer(s) from any member agency becomes the subject of a claim or lawsuit arising out of Task Force operations and/or investigations (hereinafter Defendant(s)), each Defendant or their subject agency shall immediately notify the Executive Board upon receipt of a Notice of Claim,

Summons and Complaint, or other request for compensation (whichever is received first). No Defendant will enter into a settlement of, or attend mediation for, all or a portion of the claim (official claim or otherwise) or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notify all other Defendant(s) of the same claim (including their employing government agencies if the agency is not a named party) and the Executive Board of the terms and conditions of the proposed settlement. All notified Defendant(s) and all parties to this agreement (including their employing government agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to their respective attorneys, insurers, and officials, as necessary, to evaluate the proposed settlement. No party shall have authority over any settlement or have any authority to otherwise direct any negotiations, litigation or any claim or lawsuit of any other party. However, Defendants shall attempt to coordinate and agree on a total sum of any claim or settlement and a cost allocation between each Defendant. Upon notification as described in this section, the Executive Board shall, as soon as practicable, meet together to discuss any and all notices of claim, pending litigation, and/or proposed settlements.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a “Secretary” under Orem’s personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member's chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include: [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a "Task Force operation" upon the Task Force Director's execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers' home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city."

3. This amendment may be executed in one or more counterparts, all of which together shall be considered one and the same amendment. All other provisions of the Agreement not expressly changed in this Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have signed and executed this amendment, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

UTAH COUNTY, UTAH

_____

Brandon B. Gordon, Chairman

ATTEST: Aaron R. Davidson
Utah County Clerk

Reviewed as to proper form and compliance with applicable law.

By: _____
Deputy Clerk

By: _____
Deputy Utah County Attorney

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

Reviewed as to proper form and compliance with applicable law.

_____ _____

CITY RECORDER

CITY ATTORNEY

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

HIGHLAND CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

ITS:

ATTEST:

Reviewed as to proper form and compliance with applicable law.

_____ _____

DISTRICT SECRETARY ATTORNEY for District

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

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INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the establishment of an intergovernmental program known as the

Utah County Major Crimes Task Force

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

AGREEMENT NO. 2020- 651 (Utah County)

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation;

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NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. Effective Date; Duration.

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act as to any signing party, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the executive power or legislative body of at least two of the public agencies which are parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until December 31, 2026. T his Interlocal Cooperation Agreement shall not become effective until it has been reviewed for form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the execution of this Agreement shall operate to terminate any prior Agreements.

Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be

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allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of Task

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Force investigations and or operations, the individual law enforcement officer or his employing agency will be required to defend itself. If 2 or more member law enforcement officers or their employing agencies become the subject of the same claim or lawsuit arising out of Task Force operations and or investigations (hereinafter Defendant(s)), no Defendant will enter into a settlement of all or a portion of the claim or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notify all other Defendant(s) (including their employing law enforcement agencies if the agency is not a named party) of the terms and conditions of the proposed settlement. All notified Defendant(s) (including their employing law enforcement agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to the notified Defendant(s)'s attorneys, insurers and officials necessary to evaluate the proposed settlement.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and

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against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member's chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include: [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a "Task Force operation" upon the Task Force Director's execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers' home jurisdiction, but within the jurisdiction of a member city, the officers are

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not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

Section 3. Purposes.

The Utah County Major Crimes Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of narcotics and controlled substances laws of the State of Utah and the United States of America at all levels and to coordinate the efforts of the member entities to combat gang-related activities and serious property crimes.

Section 4. Manner of Financing.

The operation of the Utah County Major Crimes Task Force shall be financed by any and all available State and Federal monies offered for such purposes and by direct contributions of money, personnel, and equipment from parties to this Agreement. The Executive Board shall review budget and expenses on a yearly basis together with a proposed budget for the coming year as prepared by the Field Supervisor. The Executive Board shall then establish a yearly budget. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis. Upon submission of the yearly budget to the Administrative Board, the Board shall assess each member its proportionate share based upon population figures of the Governor's Office of Planning and Budget. Any such assessments shall include assessments necessary for any matching of State or Federal grants. Each party agrees to pay its required assessment within thirty days of formal notification of the assessment by the Administrative Board unless said party withdraws from participation. In the event a party to this Agreement fails to pay its required assessment within thirty days of formal notification of the assessment, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8.

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Section 5. Participation.

Each party to this Agreement shall provide manpower, equipment and funds each year as determined by the Administrative Board. In the event a party to this Agreement fails to provide its required manpower, equipment, or funds within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8. Officers supplied shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with policies and procedures as established by the Administrative and Executive Boards. Personnel shall act under the command of the Task Force Director and the Field Supervisor. In the event of a conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by Task Force policy.

Section 6. Seizures and Forfeitures.

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substances laws and gang-related activities. Some of the forfeiture provisions may allow for direct transfer of property or money to the Task Force. Other seizure or forfeiture statutes require transfer of seized or forfeited property only to the Sheriff's Office or to the Police Department of a party to this Agreement. Parties to this Agreement hereby agree that any property, money, or equipment seized or forfeited as a result of Task Force operations shall immediately be dedicated to Task Force operations. Funds derived from such forfeitures and seizures shall not reduce participants' obligations to provide money, manpower, or equipment as established by the Administrative Board.

Notwithstanding the foregoing, forfeitures and seizures resulting from operations of police departments or the Utah County Sheriff's Office not related to Task Force operations shall be

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conducted separately and independently from Task Force operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-Task Force operations shall become and remain the property of the involved agency as provided by law.

In the event Task Force personnel and non-Task Force personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the Administrative Board who shall determine, by majority vote, the appropriate distribution of recovered property or proceeds. It is recognized and understood by all parties to this Agreement that joint operations shall include those operations in which both Task Force and non-Task Force personnel are involved in the planning and investigation. Other enforcement actions may involve Task Force or non-Task Force personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

Section 7. Addition of Other Members.

Other public agencies or other persons may become parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the executive power or legislative body of the public agency to be added and the Addendum must be reviewed and Reviewed for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

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Section 8. Termination.

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately lose any rights to participation in the administration or conduct of this Agreement or the Major Crimes Task Force. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. The withdrawing member shall not be entitled to any share of property or equipment seized or forfeited to the Task Force until complete termination of this Agreement and pursuant to the provisions for disposition of property as hereinafter provided.

Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the Task Force Director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will

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continue the investigations as they deem appropriate. Any evidence not clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the Utah County Attorney's Office which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by the CITY OF OREM which has been derived from Task Force operations, other than property from direct contribution pursuant to assessment from members to this Agreement, shall be distributed back to members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

Section 9. Manner of Holding, Acquiring, or Disposing of Property.

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations or forfeited to the Task Force as a result of Task Force operations shall be titled in the name of the CITY OF OREM until dissolution or distribution as herein above provided.

Section 10. Indemnification.

All parties to this Agreement are agencies or political subdivisions of the State of Utah. Each of these parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of negligent errors or omissions by its own officers or agents in connection with this agreement or the operation of the Utah County Major Crimes Task Force.

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Section 11. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and Reviewed by the Utah County Attorney, and the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5, Utah Code Annotated, 1953, as amended, and (d) filed in the official records of each party.

Section 12. Severability.

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 13. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 14. Counterparts.

This Interlocal Cooperation Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each entity shall return a signed copy of its signature page and Resolution authorizing execution of the signature page to the Utah County Clerk/Auditor to be attached to Utah County's original

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Agreement. As each entity's signature page is attached to Utah County's original Agreement, Utah County will cause a copy of the signature page to be distributed to all entities.

Section 15. Agreement Review and Updates

The Task Force Director shall review and sign this Agreement annually and submit the Agreement to the parties for updating if necessary. The Task force Director is authorized to annually sign the agreement and execute certificates, acknowledgments or other evidences of proof of review and or updating as required by applicable laws, rules or regulations.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

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UTAH COUNTY

Authorized by Resolution No. n/a, authorized and passed on the 12th day of August, 2020.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

DocuSigned by:
Tanner Ainge
B5F901465EEC43D...
Tanner Ainge, Chairman

ATTEST: Amelia Powers
Utah County Clerk/Auditor

By: DocuSigned by:
Alice Black
2937C4D9417A4B...
Deputy Clerk/Auditor

Reviewed as to form and compatibility with the laws of the State of Utah

DocuSigned by:
Cort Griffin
1A8325AFD43F4B...
COUNTY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY RECORDER

_____
CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY RECORDER

_____
CITY ATTORNEY

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PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY ATTORNEY

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AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY RECORDER

_____
CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

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MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

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MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

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MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

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MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

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MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

HIGHLAND CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

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MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

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CITY RECORDER

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CITY ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
ITS:

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

_____
DISTRICT SECRETARY

_____
DISTRICT ATTORNEY

DocuSign Envelope ID: A90D9FED-8830-48FC-8C00-CD44C38D9D99

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2020.

_____
MAYOR

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

_____
CITY RECORDER

_____
CITY ATTORNEY

Certificate Of Completion

Envelope Id: A90D9FED883048FC8C00CD44C38D9D99
Subject: Agreement 2020 - 651
Source Envelope:
Document Pages: 31
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

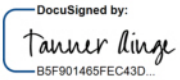
Envelope Originator:
Deputy Clerk/Auditor
100 East Center Street
Suite 3600
Provo, UT 84604
CommissionClerk@UtahCounty.gov
IP Address: 23.228.168.153

Record Tracking

Status: Original
11/25/2020 8:11:15 AM

Holder: Deputy Clerk/Auditor
CommissionClerk@UtahCounty.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Cort Griffin CORTG@utahcounty.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  983326AFD73F48B... Signature Adoption: Pre-selected Style Using IP Address: 104.243.54.197	Sent: 11/25/2020 8:13:31 AM Viewed: 11/25/2020 9:40:11 AM Signed: 11/25/2020 9:41:29 AM
Electronic Record and Signature Disclosure: Accepted: 11/25/2020 9:40:11 AM ID: dbb76984-665e-466c-8c6b-781d58de2f13		
Tanner Ainge TannerA@utahcounty.gov Commission Chair Security Level: Email, Account Authentication (None)	DocuSigned by:  B5F901465FEC43D... Signature Adoption: Pre-selected Style Using IP Address: 23.228.168.153	Sent: 11/25/2020 8:13:31 AM Viewed: 11/30/2020 9:03:02 AM Signed: 11/30/2020 9:03:18 AM
Electronic Record and Signature Disclosure: Accepted: 10/24/2019 10:29:27 AM ID: ee93aebb-3e6f-40ee-8e7a-46cbe5c1a54f		
Alice Black aliceb@utahcounty.gov Deputy Clerk/Auditor's Office Security Level: Email, Account Authentication (None)	DocuSigned by:  2937075D91C74DB... Signature Adoption: Pre-selected Style Using IP Address: 23.228.168.153	Sent: 11/30/2020 9:03:20 AM Viewed: 11/30/2020 10:09:53 AM Signed: 11/30/2020 10:10:01 AM
Electronic Record and Signature Disclosure: Accepted: 11/30/2020 10:09:53 AM ID: 289f764c-cf30-4267-b992-e26b2acb2f91		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Mike Smith mikes@utahcounty.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/18/2020 1:56:06 PM ID: 88e4c046-72a8-4063-94a8-9feb78fd1815	COPIED	Sent: 11/30/2020 10:10:02 AM Viewed: 11/30/2020 10:26:04 AM
Terri Eisel terrij@UtahCounty.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/30/2020 10:10:02 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2020 8:13:31 AM
Certified Delivered	Security Checked	11/30/2020 10:09:53 AM
Signing Complete	Security Checked	11/30/2020 10:10:01 AM
Completed	Security Checked	11/30/2020 10:10:02 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Utah County Goverment (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Utah County Goverment:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: CommissionClerk@UtahCounty.gov

To advise Utah County Goverment of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at CommissionClerk@UtahCounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Utah County Goverment

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Utah County Goverment

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to CommissionClerk@UtahCounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Utah County Goverment as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Utah County Goverment during the course of your relationship with Utah County Goverment.

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the intergovernmental program
known as the

Utah County Major Crimes Task Force

AGREEMENT NO. 2024- _____

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

AMENDMENT TO UTAH COUNTY AGREEMENT NO. 2020-651, AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations, and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, the above public agencies, including political subdivisions of the State of Utah as therein defined, have entered into an interlocal cooperation agreement to provide joint or cooperative law enforcement services between or among public agencies that are each authorized by law to provide those services as the Utah County Major Crimes Task Force, as most recently provided in Utah County Agreement No. 2020-651, (the Agreement; attached hereto and hereby incorporated by this reference); and

WHEREAS, the parties to the Agreement desire to amend the Agreement;

NOW, THEREFORE, THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. This amendment to the Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act upon the submission of this amendment to, and the approval and execution hereof by the executive power or legislative body of all of the signatories to the Agreement. This amendment shall not become effective until it has been

reviewed as to proper form and compliance with applicable law by an attorney for each of the signatories to the Agreement. Prior to becoming effective, this amendment shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the all provisions of the Agreement unaffected by this amendment hereby shall remain in full force and effect.

2. Section 1 of the Agreement shall be amended to change the termination date to December 31, 2029.

Section 2 of this Agreement shall be amended as follows:

"Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the ~~elected~~ governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The

Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of Task Force investigations and or operations, the individual law enforcement officer or his employing agency will be required to defend itself. If ~~two or more member~~ any law enforcement officer(s) from ~~different~~ any member agency~~ies~~ ~~(and/or their employing agencies)~~ becomes the subject of a~~the same~~ claim or lawsuit arising out of Task Force operations and/or investigations (hereinafter Defendant(s)), each Defendant or their subject agency shall

immediately notify the Executive Board upon receipt of a Notice of Claim, Summons and Complaint, or other request for compensation (whichever is received first). N~~n~~o Defendant will enter into a settlement of, or attend mediation for, all or a portion of the claim (official claim or otherwise) or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notify all other Defendant(s) of the same claim (including their employing ~~law enforcement~~government agencies if the agency is not a named party) and the Executive Board of the terms and conditions of the proposed settlement. All notified Defendant(s) and ~~the~~ all parties to this agreement (including their employing ~~law enforcement~~government agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to their respective ~~notified Defendant(s)'s~~ attorneys, insurers, and officials, as necessary, to evaluate the proposed settlement. No party shall have ~~veto~~ authority over any settlement or have any authority to otherwise direct any negotiations, litigation or any claim or lawsuit of any other party. However, Defendants shall attempt to coordinate and agree on a total sum of any claim or settlement and a cost allocation between each Defendant. Upon notification as described in this section, the Executive Board shall, as soon as practicable, meet together to discuss any and all notices of claim, pending litigation, and/or proposed settlements.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation

and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member's chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include: [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a "Task Force

operation" upon the Task Force Director's execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers' home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city."

3. This amendment may be executed in one or more counterparts, all of which together shall be considered one and the same amendment. All other provisions of the Agreement not expressly changed in this Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have signed and executed this amendment, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

UTAH COUNTY, UTAH

_____

Brandon Gordon, Chairman

ATTEST: Aaron R. Davidson
Utah County Clerk

Reviewed as to proper form and compliance with applicable law.

By: _____
Deputy Clerk

By: _____
Deputy Utah County Attorney

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

HIGHLAND CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

ITS:

ATTEST:

Reviewed as to proper form and compliance with applicable law.

_____ _____

DISTRICT SECRETARY ATTORNEY for District

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Reviewed as to proper form and compliance with applicable law.

_____

CITY ATTORNEY

CITY COUNCIL AGENDA REPORT
ITEM #4e

DATE: December 3, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Warming Shelters Utah County ILA
TYPE: General City Management

PURPOSE:
The City Council will consider entering into an interlocal agreement with Utah County to donate $2,100 to support homeless services in Utah County.

STAFF RECOMMENDATION:
Staff recommends that the Council consider the request from the Utah County Winter Reponse Task Force for a $2,100 donation.

PRIOR COUNCIL DIRECTION:
No prior Council direction.

BACKGROUND:
The Utah County Winter Response Task Force is reaching out to request Utah County cities' support through a voluntary donation for our warming center and homeless program**.** Utah County has already invested $200,000 to initiate the operations of the Utah County red building. That will provide warm nights for the homeless. There will be additional projects and needs in the future. The Task force is asking for assistance by considering a contribution of $100 for every 1,000 individuals in each city. For Highland, this would be a contribution of $2,100. All funds raised will be dedicated solely to projects benefiting the homeless community, and both the collection and expenditure of these funds will require board approval from the Utah County Winter Response Task Force.

This is an opt-in, voluntary donation. There is no specific requirement by state law to participate in this program, but it will assist with caring for the unsheltered in Utah County.

The City attorney has reviewed the agreement for form and compatibility with law.

FISCAL IMPACT:
The cost of this project is $2,100. Funding for this expense was not specifically included in the FY2025 budget. If the Council approves the donation, staff will propose either a budget amendment or will determine an appropriate fund to use, unless Council directs otherwise.

MOTION:
I move that City Council ADOPT the resolution approving the interlocal agreement with Utah County for a $2,100 donation for homeless support services.

ATTACHMENTS:

1. Resolution - Utah County Homeless ILA
2. Interlocal in Support of the Unsheltered

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND HIGHLAND CITY FOR AN EFFORT TO AID THE HOMELESS

WHEREAS, Highland City, as a Utah Municipality, is authorized to enter into contracts for the benefit and welfare of Highland City and its residents, including pursuant to Utah Code § 10-1-202.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, as amended, ("Act") permits local governmental units including cities, counties, interlocal agencies, and other political subdivision of the State of Utah to enter into agreements for mutual advantage and to exercise joint cooperative action;

WHEREAS, Utah County has established the Utah County Winter Response Task force, which has created Winter Response Plans, to support the homeless and help alleviate the impacts of winter on the homeless community within Utah County;

WHEREAS, Highland City and Utah County recognize that homelessness is a problem in our communities and that each can play a role in alleviating suffering and other effects of homelessness;

WHEREAS, Highland City desires to contribute funds in support of the Utah County Winter Response Task Force in the sum of $100 for every 1,000 residents in Highland City.

NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

1. The City Council approves of the INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND HIGHLAND CITY FOR AN EFFORT TO AID THE HOMELESS, which agreement is attached hereto as Exhibit A.

2. The City Council authorizes the Mayor and City Staff, as necessary, to execute and carry out the Interlocal Agreement according to the terms set forth therein.

3. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

_____
Mayor

ATTESTED:

_____
City Recorder

EXHIBIT A

Form of Interlocal Cooperation Agreement

UC Agreement No. 2024 - _____

INTERLOCAL COOPERATION AGREEMENT
Between UTAH COUNTY AND
_____(CITY)
For an effort to aid the homeless

THIS AGREEMENT, made and entered into this ___ day of _____ 2024, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, (hereinafter "County") and _____, a political subdivision of the State of Utah, (hereinafter "City").

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Title 11, Chapter 13, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, City and County are local governmental units under the Interlocal Cooperation Act; and

WHEREAS, City and County recognize that homelessness is a problem in our communities and that each can play a role in alleviating suffering and other effects of homelessness; and

WHEREAS, City and County desire to support the Utah County Winter Response Task Force and its 2024-2025 Winter Response Plan and future Plans which plans include an ecosystem of services to serve Utah County's unsheltered population during the cold season; and which plan has been and will continue to be approved by the Utah Office of Homeless Services; and

WHEREAS, City agrees to contribute funds in support of the Utah County Winter Response Task Force and its Winter Response Plans, which contributions contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of City and County residents.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, City and County hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the County and the City for the

purpose of providing aid and relief to the homeless and in support of the Utah County Winter Response Task Force and its Winter Response Plans.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Utah Code Section 11-13-207, the Utah County Administrator, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real property pursuant to this Agreement during this joint undertaking.

Section 3. EFFECTIVE DATE, DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the City. The term of this Agreement shall be from the date of execution hereof and extend for a term no to exceed 50 years.

Either party to this Interlocal Cooperation Agreement may cancel the Agreement at any time by submitting a written notice of cancellation to the other party. Upon cancellation, County agrees to no longer send invoices to City for the contribution described herein; refunds will not be allowable.

Section 4. NO SEPARATE LEGAL ENTITY.

The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 5. TERMS.

A. City Contribution: City agrees to make a financial contribution in support of the Utah County Winter Response Task Force and its Winter Response Plans which contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of City and County residents in the amount of $_____. Such amount is made in consideration of City's population in relation to the total Utah County population.

B. Management of Funds: County will hold and expend the funds contributed by City under this Interlocal Agreement solely for the benefit of the homeless and as directed by the Utah County Winter Response Task Force.

Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the County and the City, and shall remain on file for public inspection during the term of this Agreement.

Section 7. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

Section 8. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 9. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 10. INDEMNIFICATION.

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the negligent errors or omissions of its own officials or employees in connection with this Agreement. It is expressly agreed that neither party waives any immunity, protection, or benefit of the Utah Governmental Immunity Act.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2024-___, authorized and passed on the _____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

_____
BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy Utah County Clerk

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Utah County Attorney

_____ CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of

_____ 2024.

CITY

_____
Its _____ (title)

ATTEST:

_____
City Recorder

By: _____

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

_____
City Attorney

By: _____

CITY COUNCIL AGENDA REPORT
ITEM #5a

DATE: December 3, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Donna Cardon, Library Director
SUBJECT: Library Long-Range Strategic Plan
TYPE: General City Management

PURPOSE:
The City Council will consider approving the Library's Long-Range Strategic Plan 2024-2029

STAFF RECOMMENDATION:
Staff recommends the council review and approve the Library's Long-Range Strategic Plan.

PRIOR COUNCIL DIRECTION:
On October 15, 2024, the Highland City Library Board presented its annual report to the City Council. At that time, the Council was given a copy of the proposed Highland City Library Long-Range Strategic Plan for 2024-2029. In that same meeting, the Library did a presentation about joining the Timpanogos Library Consortium, which is anticipated in this Strategic Plan.

BACKGROUND:
According to the Library Board Bylaws, one of the responsibilities of the Library Board is to "Develop and maintain a long-range strategic plan and submit the plan to the City Council for approval." (G.2.h) On September 26, 2024, the Library Board discussed and approved the Long-Range Strategic Plan for 2024-2029. Several items from last year's Long-Range Strategic Plan have been completed and therefore removed from this year's version, including:

- Providing business-related classes funded by an LSTA grant.
- Create an audio/visual editing station funded by an LSTA grant.
- Replace the Library's carpet.
- Replace center bookshelves with movable bookshelves.
- Expand the picture book collection to 6,000 items.
- Create a Technology Inventory

Other ongoing goals were met last year, including:

- Purchase at least 150 juvenile nonfiction books.
- Increase the current number of library cardholders by 5%.
- Have 1000+ participants in Summer Reading Program with at least 35% completion.
- Hold regular story times, and school-age, teen, and adult programs.
- Staff training level goals.

New this year are items related to the Timpanogos Library Consortium, including:

- Joining the Consortium

- Raising nonresident fees as required by the Consortium
- Eliminating overdue fines as required by the Consortium

The current draft of the Long-Range Strategic Plan also acknowledges, "Because of inflationary forces, the Library's budget has become more stretched and the Library will need to decrease its services to remain within budget if revenue growth remains as it has been in recent years. The Council, Library Board, and staff should analyze potential options for the Library to remain financially viable, including a potential tax rate increase before the end of the period represented in this strategic plan." (quote from the Strategic Plan introduction)

FISCAL IMPACT:
In the current fiscal year, all items included in the Long-Range Strategic Plan can be accomplished within the Library's budget. This plan acknowledges that by the end of the period covered by the plan, the Library may need to seek an increase in revenue to remain financially viable.

MOTION:
I move that City Council approve the Highland City Library Long-Range Strategic Plan 2024-2029.

ATTACHMENTS:
1. Library Long-Range Strategic Plan 2024 For Council Approval

Highland City Library: Long-Range Strategic Plan
2024-2029

Introduction

Public libraries have long been an important aspect of American life. From the early days of the Republic, libraries were valued by Americans. Benjamin Franklin founded the first subscription library in Philadelphia in 1732 with fifty members to make books more available for citizens of the young nation. From that time to the present, public libraries have been valued because they allow equal access to information and educational resources regardless of social or economic status.

Library service has long been important to the residents of Highland. From 1994 to 2001, residents of Highland and Alpine were served by a joint-use facility at Mountain Ridge Junior High School. That arrangement was eventually terminated and in 2001 the entire library collection was relocated to the old Highland City building for storage. In 2008, Highland City built a new city hall and dedicated a portion of the building for a city library, and the current Highland City Library opened its doors that October of that year. In 2016, the Library received permission to convert a public meeting room into a Children's Room for the Library. The Children's Room was opened in spring of 2018.

The Library joined the North Utah County Library Cooperative (NUCLC) on April 1, 2012 as an associate member. NUCLC is a reciprocal borrowing system that allows library card holders from participating libraries to check out materials from other participating libraries. It is not a county library system. Each participating library maintains its own policies, budget, administration, non-resident fees, etc. In 2018, the Library reached the required collection size and was accepted as a full NUCLC member.

The Library is supported by three constituent bodies: the Library Board, the Friends of the Library, and the Library Foundation.

1. **The Library Board** oversees the operation of the Library. It consists of seven people: six volunteers appointed for three-year terms, and a representative from the City Council. All meetings are held in the Highland City Hall or electronically using a video meeting platform. Records of the Library Board meetings are available on the Highland City website.
2. **The Friends of the Library** is an independent non-profit, tax exempt organization that supports the library in the following ways: raising funds through used book sales and other endeavors, creating community connections through programs and events, and increasing volunteerism to support and supplement Library resources.
3. **The Library Foundation** is a nonprofit, tax-exempt foundation dedicated to assisting the Highland City Library with fund-raising and additional support. The Foundation administers larger donations, particularly those targeted at capital improvement.

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Vision Statement

The Highland City Library seeks to be a valued resource in the community that evolves with changes in society while meeting learning, information, and entertainment needs.

Mission Statement

The Highland City Library provides materials, programs, tools, and space that strengthen the community by informing, educating, and entertaining community members of all ages.

Long-Range Strategic Plan, 2023-2029

The elements of the Strategic Plan support the goals and values expressed in the Library Mission Statement. The Library is funded primarily through a designated portion of Highland property tax. Utah law establishes that property tax revenue only increases with growth of households or if an entity purposefully raises the rate. It does not have an automatic inflationary component or increase due to the increase in a home's valuation. Due to the recent growth in the City, the Library has seen a small increase in revenue, however, the designated tax rate has remained the same since the Library opened. Because of inflationary forces, the Library's budget has become more stretched and the Library will need to decrease its services to remain within budget if revenue growth remains as it has been in recent years. The Council, Library Board, and staff should analyze potential options for the Library to remain financially viable, including a potential tax rate increase before the end of the period represented in this strategic plan.

Materials

Plan	Value	Metric	Date Initiated/ Completed	Responsible Party
Grow physical collection back to 50,000 items	Provide Materials: *To meet the needs of a growing population.*	Simple count of physical materials	Ongoing/ December 2029	Collection Development Team
Expand picture book section	Provide Materials: *Demand on Children's materials continues to increase.*	Add additional shelving to accommodate up to 7,000 picture books	Ongoing/ December 2029	Collection Development Team
Update Juvenile Nonfiction Section	Provide Materials: *To provide Highland's children with current and accurate*	Purchase at least 200 books each year for four years.	Fall 2024-Fall 2027	Collection Development

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	information about the world.			
Join the Timpanogos Library Consortium to provide courier service between local libraries.	Provide Materials: *This would expand the number of books people could get at Highland by 141,000 items.*	Enter the Timpanogos Library Consortium	April 2025	Library Director and Board with City Council Approval
Eliminate overdue fines to decrease barriers to library materials	Provide Materials: *This is required to join the Timpanogos Library Consortium.*	Eliminate overdue fines when the Consortium begins.	April 2025	Library Director and Board with City Council Approval

Programs

Plan	Value	Metric	Date initiated/ Completed	Responsible Party
Continue providing educational programs for every age.	Educate: *The programs are educational and build community.*	Offer weekly children's programs, and monthly teen and adult programs	Fall 2024-ongoing	Programming Team
Increase number of current library card holders to 50% of population of Highland	Inform: *To bring library services to a larger percent of the population.*	Number of card holders will increase 5% each year	August 2024-December 2029	Library Director/ Public Relations Team
Maintain Summer Reading participation and increase completion	Educate/ Entertain: *Summer Reading prevents educational loss for children over the summer.*	Have 1000+ participants and 35% completion each year	Summer 2025-Summer 2029	Library Director/ Programming Team
Improve Adult Programing	Educate/ Inform: *To build community and encourage*	Hold an in-person adult program quarterly	Fall 2024-onward	Library Director/ Public Relations Team/

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	lifelong learning.			
Continue programs for special needs.	Educate/ Inform/ Entertain: *The Library seeks to meet the needs of a diverse population.*	Hold monthly story time for HIVES	Fall 2024- onward	Library Director/ Programming Team

Training

Plan	Value	Measure	Date initiated/ Completed	Responsible Party
Meet state Quality Unit levels for staff training each year	Train: *Training vitalizes and improves staff performance.*	Reach the number of training hours required by the state's Quality Unit status annually	2024 and continuing forward	Library Director
Send at least three staff members to state training sessions	Train: *We have opted to send more staff to state trainings instead of sending one staff to a national training.*	At least three staff members attend a state training each year	2024, and continuing forward	Library Director

Space

Plan	Value	Measure	Date initiated/ Completed	Responsible Party
Replace Library upholstered furniture	Community Space: *Current furniture is old and stained.*	Purchase 4 love seats, one couch, 4 benches and 6 chairs	Sept 2024/ Dec 2024	Library Director

DRAFT

Financial Oversight

Plan	Value	Measure	Date initiated/ Completed	Responsible Party
Conduct a financial audit of the Library Fund.	Community Resource: *To assess the continued financial viability of the Library*	Engage a professional financial audit of the Library Fund	Spring 2025	Library Director
Increase nonresident fee to $90/year as part of agreement with Timpanogos Library Consortium.	Community Resource: *The other consortium members have established this as a requirement for joining.*	The Library will increase nonresident fees starting at the inception of the Consortium.	April 2025	Library Director and Board with City Council Approval

Technology

Plan	Value	Measure	Date initiated/ Completed	Responsible Party
Create and maintain a technology inventory	Resource: *To enable the Library to plan to replace technology in a timely manner.*	Complete an inventory of all Library technology with expected replacement dates	Fall 2024 and ongoing.	Library Director
Conduct a technology community needs assessment	Community: *This is a new State Library requirement for certification.*	Conduct a community needs assessment and report findings to the Library Board	Spring 2025 and annually afterward	Library Director
Replace catalog computers with Raspberry Pi's	Resource: *This will decrease the cost of replacing catalog computers.*	Replace the three library catalog computers with less expensive alternatives	2025	Library Director

DRAFT

Using the Technology inventory, replace aging technology according to accepted replacement schedules	Resource: *To keep library technology up to date.*	Use grants and budget to replace items that are going past recommended age including items not covered by the city's IT contract.	2024 and going onward	Library Director

Community Assessment

Plan	Value	Measure	Date initiated/ Completed	Responsible Party
Conduct surveys to inform programing and collection development decisions	Community: *To ensure that the Library is meeting community needs.*	Conduct at least two independent surveys each year about library programing and/or collection development	Fall 2024 and onward	Library Director/Program Team
Include questions in the annual city survey	Community: *To assess opinions of residents who might not be library patrons yet.*	Include questions about general library services in the annual city survey each year	Fall 2024 and onward	Library Director
Attend and participate in community committees.	Community: *Community participation makes the Library aware of community needs.*	Attend at least one PTA and one Arts Council meeting quarterly	Fall 2024 and onward	Library Director

DRAFT

CITY COUNCIL AGENDA REPORT
ITEM #5b

DATE: December 3, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Text Amendment: Fire Sprinklers in Single-Family Homes
TYPE: Municipal Code Update (Legislative)

PURPOSE:
The City Council will consider amending the Municipal Code to require fire sprinklers in single-family homes over 10,000 square feet and other single-family homes that meet the conditions set out in state fire code.

STAFF RECOMMENDATION:
Staff recommends that the City Council ADOPT the proposed ordinance amending Title 15, Chapter 4 of the Municipal Code.

PRIOR COUNCIL DIRECTION:
On November 12, the Council discussed this potential ordinance and amendment and directed staff to prepare an ordinance that requires automatic fire sprinkler systems in all conditions allowed by state law.

BACKGROUND:
Under the current state fire code act, Utah Code 15A-5-203, cities may require that certain single family home construction include automatic fire sprinklers. However, the requirement for fire sprinklers is not automatic; the state fire code states that cities "may require an automatic sprinkler system for the structure only by ordinance and only if any of the following conditions exist...." So unless the Council adopts an ordinance, fire sprinklers are not required for single family homes. The conditions under state law in which the City can require sprinklers are:

- When the home is in the urban-wildland interface area;
- Where fire hydrants do not exist nearby;
- Where the only fire apparatus access road has a grade greater than 10% for more than 500 continual feet;
- Where the home is over 10,000 square feet; and
- Where the home is double the average size of other homes in the subdivision under 10,000 square feet.

There is a limited exception to these circumstances, where a home that otherwise would be required to have fire sprinklers does not need sprinklers, if the home is not within the urban-wildland interface area, is within a one-lot subdivision, and has 50 feet of defensible space on all sides.

Per Council's direction, staff has prepared an ordinance that will require automatic fire sprinklers to be installed in all homes that meet the above-described conditions.

FISCAL IMPACT:
No anticipated fiscal impact.

MOTION:
I move that City Council ADOPT the proposed ordinance amending Title 15, Chapter 4 of the Municipal Code.

ATTACHMENTS:
1. Proposed Ordinance

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING HIGHLAND CITY MUNICIPAL CODE RELATED TO AUTOMATIC FIRE SPRINKLER REQUIREMENTS

WHEREAS, Highland City has adopted the Utah State Fire Code, in accordance with Title 15A of the Utah Code;

WHEREAS, the State Fire Code section 501.5, pursuant to Utah Code § 15A-5-203(1)(a), permits municipalities to require automatic fire sprinkler systems in certain structures under certain conditions, if the municipality adopts an ordinance requiring such;

WHEREAS, the Highland City Council desires to adopt an ordinance requiring the installation of automatic fire sprinklers in all conditions permitted under section 501.5 of the State Fire Code Act, Utah Code § 15A-5-203(1)(a), in order to protect the health, safety, and welfare of Highland City residents and property;

NOW THEREFORE, BE IT ORDAINED by the Highland City Council as follows:

SECTION 1. Title 15, Chapter 4 of the Highland Municipal Code is amended as shown in Exhibit A, attached hereto.

SECTION 2. The City Recorder, under the supervision of the City Administrator and City Attorney, may make non-substantive corrections to any portion of this ordinance and to the City codes referenced herein for grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council.

SECTION 3. All ordinances and parts and provisions thereof in conflict with this ordinance are repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect immediately upon its adoption and publication, in accordance with law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

_____
Mayor

ATTESTED:

_____
City Recorder

Exhibit A

Chapter 15.04 CONSTRUCTION CODES ADOPTED

15.04.010 Construction And Fire Codes
15.04.020 Automatic Fire Sprinkler Systems

15.04.010 Construction And Fire Codes

The codes to be applied to building construction, alteration, remodeling, and repair, and in the regulation of building construction, alteration, remodeling, and repair in Highland City, and in the regulation of all other matters governed by statewide construction and fire codes shall be those current State Construction and Fire Codes adopted by the State of Utah in Title 15A of the Utah State Code as amended.

15.04.020 Automatic Fire Sprinkler Systems

Automatic fire sprinkler systems shall be installed in structures in accordance with the current version of the State Fire Code, including in any structure that meets one or more of the conditions described in section 501.5 of the State Fire Code and Utah State Code section 15A-5-203(1)(a), as amended, unless the structure is expressly exempted from such requirement by the State Fire Code.

CITY COUNCIL AGENDA REPORT
ITEM #5c

DATE: December 3, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Chris Trusty, City Engineer/Public Works Director
SUBJECT: 2025 American Fork Irrigation Company Assessment
TYPE: General City Management

PURPOSE:
The City Council will consider approving payment for the City's annual assessments for the American Fork Irrigation Company.

STAFF RECOMMENDATION:
Staff recommends approving the 2025 American Fork Irrigation Company Assessment payment.

PRIOR COUNCIL DIRECTION:
Costs for these assessments were approved as a part of the FY2025 City budget.

BACKGROUND:
Highland City owns 1326.25 shares with the American Fork Irrigation Company for which this years assessments total $66,331.50. These annual assessments occur every year and pay for the ongoing maintenance and upkeep of the water assets with American Fork Irrigation Company including the upcoming replacement of the weir located at the mouth of American Fork Canyon.

As the assessment price is above $25,000, staff is bringing the item to City Council for purchasing approval, per the City's purchasing policy.

FISCAL IMPACT:
The cost of this assessment is $66,331.50. Funding for this expense was included in the FY25 budget under GL 53-40-74 Water Share Assessments, so no budget adjustments will be needed.

MOTION:
I move that City Council approve the payment of the 2025 American Fork Irrigation Company Assessment.

ATTACHMENTS:
1. Highland City Assessment 11-11-24

American Fork Irrigation Company

Notice of Assessment for Year 2025

November 5, 2024

Highland City
5400 W Civic Center
Highland, UT 84003

The 2025 assessment for American Fork Irrigation Company stock is now due.

Our records indicate you own the following shares and are responsible for payment of the associated assessments:

Stock certificate: 9803 # of shares: 1325.53
Highland City1 c/o Jeff Murdoch
Stock certificate: 9709 # of shares: 1.00

Assessment:

Total # of shares: 1326.53 @$100.00 per share	=	$132,653.00
Handling fee:		$5.00
Total Balance Due 12/15/24:	=	$132,658.00
Less amount payment made as part of "Assessment Payment Agreement", dated 11/5/24:		-$66,326.50
Remaining balance due for 2025 Assessment, due 12/15/24:	**=**	**$66,331.50**

After 12/15/24, interest will be charged at the rate of 1.5% per month or 18% per year on any unpaid balance. Any stock assessments not paid will be delinquent and may be subject to sale at discretion of the Board of Directors. If any of the above information is incorrect or needs updating, please send the corrections with your payment to the address below to prevent disruption to your irrigation service.

Please note the assessment per share increased this year by $50.00/share (from $50.00 per share to $100.00 per share). This increase is to help pay for the upcoming replacement of the weir located at the mouth of American Fork Canyon. While there have been regular repairs made to the 100+ year old weir, it needs to be replaced. The design of the new weir has been completed and the project was put out to bid in early 2024 with an estimated construction start date to be fall of 2024. Due to the increased materials cost, all of the construction bids were much higher than anticipated. Because of this, we plan to borrow an additional $1M to be able to complete the project. Despite this financial obligation, we expect the majority of the project cost to be covered by federal funding. We will continue to pursue federal funding to help pay for as much as possible.
The planned start date for the weir replacement project is spring of 2025 with completion in 2026.

If you have any questions, please contact Ernie John, President of the American Fork Irrigation Co. at 801-471-6576.

****

Please return this portion of the notice and include any billing updates with your payment to:

American Fork Irrigation Company
PO Box 412
American Fork, UT 84003

Highland City
Total Amount Due: $66,331.50 **Amount Paid: $_____**
Date Due: 12/15/24

CITY COUNCIL AGENDA REPORT
ITEM #6a

DATE:	December 3, 2024
TO:	Honorable Mayor and Members of the City Council
FROM:	Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT:	WPI Site Plan
TYPE:	Land Use (Legislative)

PURPOSE:
The City Council will discuss the concepts for a new commercial building within the Town Center commercial area, south of Wendy's, and give direction.

STAFF RECOMMENDATION:
Staff recommends that the Council discuss the concepts for a new commercial building south of Wendy's and give direction on Council's view of the site plan.

PRIOR COUNCIL DIRECTION:
No prior Council direction.

BACKGROUND:
The lot south of Wendy's, Lot 3, has been designated as a separate, developable commercial lot since at least 2002. WPI is now seeking to develop the parcel with a new restaurant building, completing the Town Center Commercial development. WPI is proposing a site plan for Lot 3 with a pick-up/drive-through access serving the restaurant. The concept plan however, may have a setback code issue.

HDC 3-4713(5)(d)(iii):Any portion of all buildings within the Commercial Retail District shall be a maximum of fifteen (15) feet from an existing right-of-way, and the building front and front door shall be a maximum of ten (10) feet from Parkway East or Town Center Boulevard except as follows:

1. For property with frontage on SR 74 or SR 92 there shall be no maximum setback from any street (SR 74, SR 92, Town Center Boulevard and Parkway East), however a pedestrian connection from the right of way to the building entrance shall be provided. Said pedestrian access shall be a minimum of five (5) foot concrete path.

The concept plan shows the building at approximately 20 feet from the Town Center Blvd., given the landscape buffer and drive through lane. This would not meet the code requirement because the building would be more than 15 feet from Town Center Blvd and the entrance door would be more than 10 feet from Town Center Blvd.

There are two options to resolve this issue, if the Council is amenable to the concept site plan. One option is to have WPI apply for a code amendment and amend the setback code. The other option is that

the Council interprets subsection (1) to apply to WPI's three lots as a whole, which would exempt the new commercial site from the setback requirements.

Either way, this setback code does not seem to affect any other lot, so whatever direction the Council gives will be limited to affecting Lot 3. Staff and WPI are looking for direction on whether the Council supports the site plan and, if so, what option the Council would prefer on how to handle the setback issue. If Council does not support the concept site plan, staff and WPI would also appreciate direction on what Council would prefer to see.

FISCAL IMPACT:
No anticipated fiscal impact.

MOTION:
No action required - discussion only.

ATTACHMENTS:
1. WPI Highland Site Plan Concept-LEI BORDER
2. WPI Highland Town Plaza Retail - Concept Elevations (004)



NORTH

SCALE: 1"=10'

10 5 0 10

LEI
- A Utah Corporation -
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PLANNERS
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Spanish Fork, UT 84660
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NOT FOR CONSTRUCTION

WPI - HIGHLAND

HIGHLAND, UTAH

CONCEPT

REVISIONS

1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2024-0026

DRAWN BY: BJP

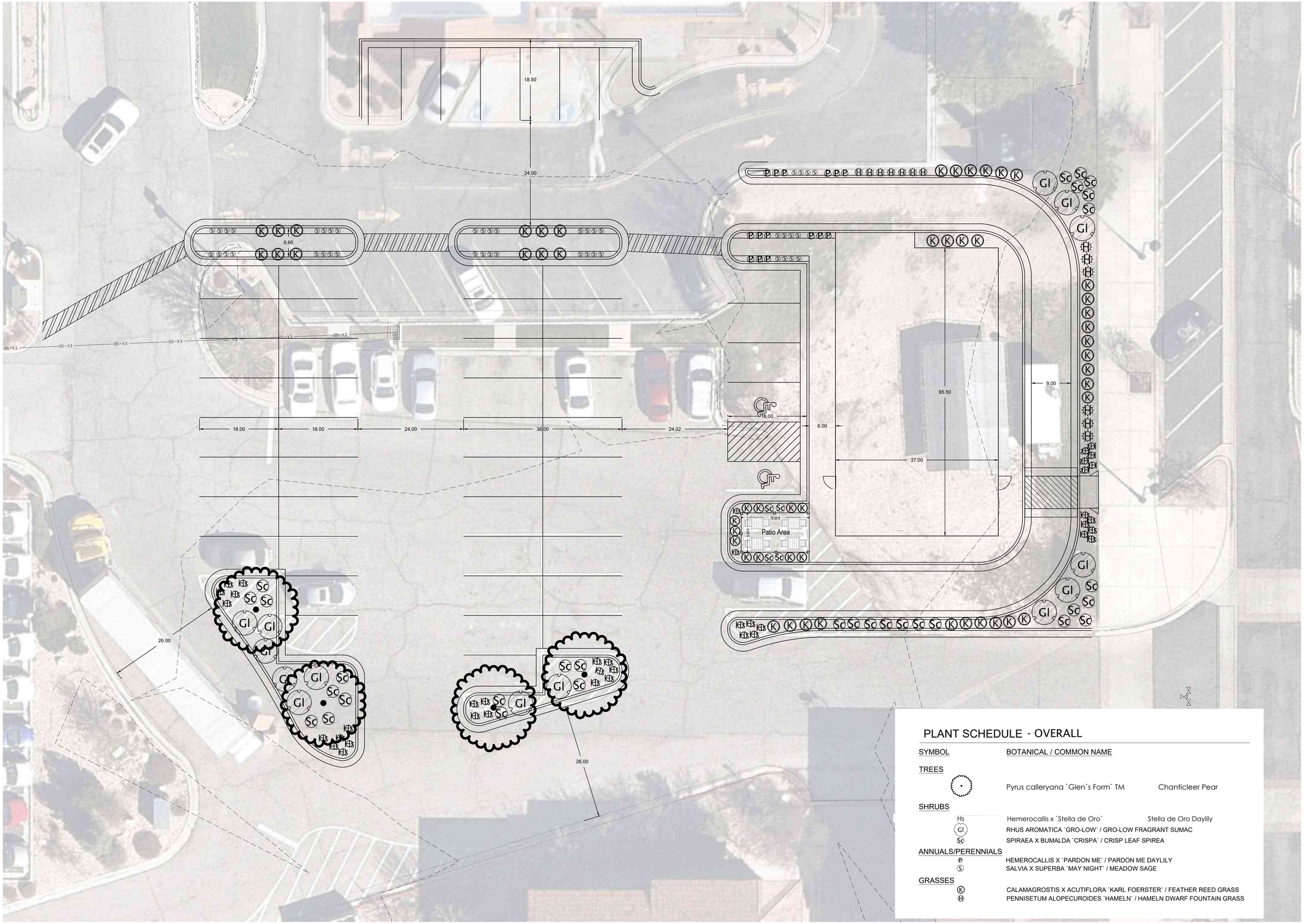
DESIGNED BY: BTG

SCALE: 1"=10'

DATE: 10/05/2024

SHEET 1

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PLANT SCHEDULE - OVERALL

SYMBOL	BOTANICAL / COMMON NAME	
TREES		
	Pyrus calleryana `Glen`s Form` TM	Chanticleer Pear
SHRUBS		
Hs	Hemerocallis x `Stella de Oro`	Stella de Oro Daylily
Gl	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	
So	SPIRAEA X BUMALDA `CRISPA` / CRISP LEAF SPIREA	
ANNUALS/PERENNIALS		
P	HEMEROCALLIS X `PARDON ME` / PARDON ME DAYLILY	
S	SALVIA X SUPERBA `MAY NIGHT` / MEADOW SAGE	
GRASSES		
K	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS	
H	PENNISETUM ALOPECUROIDES `HAMELN` / HAMELN DWARF FOUNTAIN GRASS	

SCALE: 1"=10'
10 5 0 10

NOT FOR CONSTRUCTION

WPI - HIGHLAND
HIGHLAND, UTAH

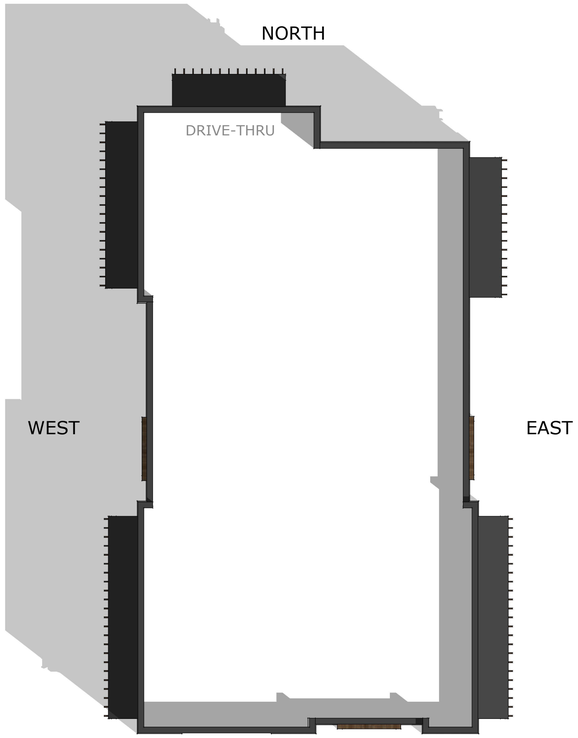
CONCEPT LANDSCAPE PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 2024-0026
DRAWN BY: BJP
DESIGNED BY: BTG
SCALE: 1"=10'
DATE: 10/05/2024

SHEET 1

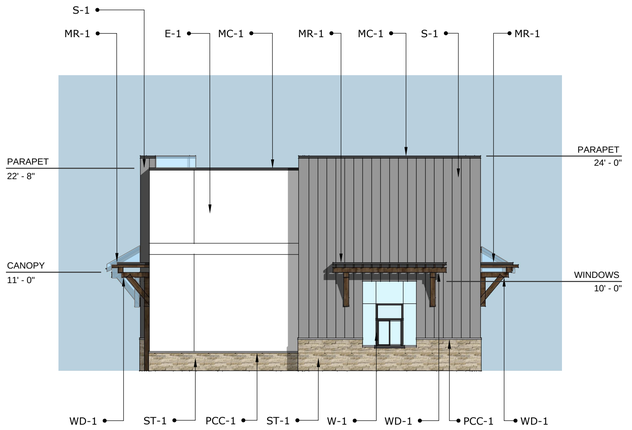
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BUILDING PLAN
SCALE: 1/8" = 1'-0"



FRONT ELEVATION (WEST)
SCALE: 1/8" = 1'-0"



LEFT ELEVATION (NORTH)
SCALE: 1/8" = 1'-0"



BACK ELEVATION (EAST)
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION (SOUTH)
SCALE: 1/8" = 1'-0"

FINISH SCHEDULE

E-1:	EIFS - DRYVIT, SW 7068 GRIZZLE GRAY, SANDPEBBLE FINE
S-1:	PAINTED CEMENTITIOUS PLANK SIDING - SW SMOKY BLUE 7604
ST-1:	MANUFACTURED STONE - CULTURED STONE, PRO-FIT LEDGESTONE, PLATINUM
PCC-1:	PRECAST CONCRETE CAP - NATURAL CONCRETE COLOR
MC-1:	PREFINISHED METAL CAP FLASHING - CMG METALS, MATTE BLACK
WD-1:	WOOD TIMBER CANOPY - STAINED, TO BE SELECTED BY ARCHITECT
WD-2:	WOOD TIMBER TRIM - STAINED, TO BE SELECTED BY ARCHITECT
MR-1:	CORRUGATED METAL ROOF PANEL - MBCI PBC PANEL, CHARCOAL
W-1:	ALUMINUM STOREFRONT SYSTEM - EXTRA DARK BRONZE

TF-01

HIGHLAND TOWN PLAZA RETAIL (2,500 SF)
WPI| HIGHLAND, UTAH

13 NOVEMBER 2024

Babcock Design

Salt Lake City 52 Exchange Place SLC, UT 84111 801.531.1144 | Boise 800 W. Main Street Suite 940 Boise, ID 83702 208.424.7675 | babcockdesign.com



NORTHEAST ELEVATION



SOUTHEAST ELEVATION



SOUTHWEST ELEVATION



NORTHWEST ELEVATION

TF-01

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