



HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

TUESDAY, MAY 20, 2025

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

6:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Mayor Kurt Ostler

Pledge of Allegiance: Council Member Kim Rodela

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. 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
April 15, 2025
- b. Approval of Meeting Minutes General City Management**
Stephannie Cottle, City Recorder
May 1, 2025 - Site Tour
- c. Approval or Ratification of Large Purchases General City Management**
David Mortensen, Finance Director
The City Council will consider approval or ratification of large purchases.
- d. Adding Closed Session Exception to R-2025-07 General City Management**
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider adding an exception to its meeting end time policy to exclude closed meetings from meeting end time restrictions.

3. ACTION ITEMS

- a. ACTION: Maintenance Agreement Review General City Management**
Jay Baughman, Assistant City Administrator/Community Development Director
The City Council will consider approving Maintenance Agreements as allowed in Resolution R-2022-27 for: Joshua Otteson, Scott and Summer Dunn, and David and Laurie MacKay

4. DISCUSSION ITEMS

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

- a. **Daycare Development Agreement Land Use (Legislative)**
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will give direction on whether the Council is amenable to a legislative development agreement to facilitate the construction of a daycare facility within the PO zone on the Professional Office "B" site.
- b. **Dry Creek Lift Station Property and Generator Purchase General City Management**
Chris Trusty, City Engineer/Public Works Director
The City Council will discuss the purchase of a generator and additional land for the Dry Creek lift station.

5. COMMUNICATION ITEMS

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

- a. **Baseball Field Rental Follow-up** *Jay Baughman, Assistant City Administrator/Community Development Director*
- b. **Ordinances related to E-bikes** *Rob Patterson, City Attorney/Planning & Zoning Administrator*
- c. **Code Amendment - Parking of Trailers on City Streets** *Jay Baughman, Assistant City Administrator/Community Development Director*
- d. **Budget Direction - Lone Peak Budget Change** *David Mortensen, Finance Director*
- e. **Hanover Way Sewer Repair** *Chris Trusty, City Engineer/Public Works Director*
- f. **Central Utah Water Conservancy Recharge Basin Plans** *Chris Trusty, City Engineer/Public Works Director*
- g. **Community Development Updates** *Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator*
- h. **School District Updates** *Kurt Ostler, Mayor*

6. WORK SESSION

Staff will report on encroachment enforcement efforts and seek feedback from Council on which subdivision to move forward with next.

7. 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 15th day of May, 2025

Stephannie Cottle, CMC |UCC, City Recorder

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



HIGHLAND CITY COUNCIL MINUTES

Tuesday, April 15, 2025

Waiting Formal Approval

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

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 7:01 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, City Attorney/Planning & Zoning Administrator Rob Patterson, City Recorder Stephannie Cottle, Finance Director David Mortensen, Assistant Public Works Director Jeff Murdoch, Police Chief Brian Gwilliam, Fire Chief Brian Patten

OTHERS PRESENT: Jon Hart, Brad Jorgensen, Jeff Budge, Liz Rice, Mike & Tracy Brewer, Sarah Wirig, Wesley Warren, Robert Haslam, Kevin Pace, Camille Pace

1. UNSCHEDULED PUBLIC APPEARANCES

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

Liz Rice thanked the Fire Department for sending a fire truck to a three-year old's birthday party recently; the two fire fighters that brought the truck to the party were awesome. She then noted she had an interesting situation with a cell tower recently; she has been a customer of AT&T since about 2008 or 2010 but has not had good reception for the past two years. She spoke with AT&T customer service for about four hours and during that call they pinged different cell towers from her phone, and they told her that it looks as if she most commonly pings off a tower in Lehi, even though there are two towers in Highland. She stated she did not know there were two towers in Highland so she asked for information on their location, and they told her that one was down, but should have

been operational last Saturday, but it never was. Another was supposed to be operational by the end of April. She is very curious as to what obligations these companies have; it does not seem right that if one of their towers is not operational, the solution is to install another one. She is going to leave AT&T and move to T-Mobile, but she does not understand why they are not obligated to make their towers operational if they sit on City property. She then stated the Mayor asked a really good question at the most recent work session regarding the General Plan update and she wanted to address it; when she left the Planning Commission, Canal Boulevard was designed to be a main artery and that is why there are no driveways along the road. There is now one driveway on the road, but she does not know if it was permitted. Another road, 1100 North in American Fork, was supposed to extend all the way to Interstate-15, but that was changed because there are too many driveways and homes on that road. However, that is why 1100 North is wider, and there is a junior high located on that roadway.

Tracy Brewer stated she lives in the Windsor Park Subdivision, and she is having issues with trees on the west side of her property. There are some large elm trees that were growing along the Murdock Canal that runs along the back of her yard and she has submitted some work orders to the City to have them maintained or removed. She saw some work being done in Windsor Park and she thought maybe the workers could come take care of the trees she is concerned about; she is worried they may fall into her yard and cause some damage. Mayor Ostler stated that this situation came up on a recent discussion with Administration; he asked City Administrator Wells for an update. Ms. Wells stated that another of Ms. Brewers' neighbors also reached out about trees along their property line. The City agreed that most of the trees in the area are dead because the Canal no longer has water running in it. The City is working to obtain a bid from a landscaping company that can remove the trees because it is too big a job for City staff to handle.

2. PRESENTATIONS

a. **Provo River Water Users Project Update** *Jeff Murdoch, Assistant Public Works Director*

Provo River Water Users Association is one of the irrigation companies that supply Highland water.

Brad Jorgensen, a representative from Provo River, will give a presentation on their current projects.

Brad Jorgensen and Jeff Budge, Provo River Water Users, provided a presentation regarding the Deer Creek intake project, or reservoir. Mr. Jorgensen provided a [video](#) with information about the project, after which he and Mr. Budge engaged in discussion with the Mayor and Council regarding the project cost, funding sources, the manner in which the intake pipes function, the final destination of water that drains through the pipes, shareholders in the Association, and the impact the project has had on the share assessment costs. Mayor Ostler stated that in future communications from the Association to the City, it would be helpful to understand the direct benefit each project has on the City; it appears that some projects benefit the entire District, but other smaller projects only benefit certain areas of the District, and he wondered if assessments should be increased for all shareholders if a project only benefits a certain area. Mr. Budge stated there is just one large budget for the Association and all shareholders share equally in the cost of project; most projects costs are distributed based upon share ownership, but there is a separate assessment for the Provo Reservoir Aquaduct to separate some shareholders that derive no benefit from projects on the Aquaduct and reduce the financial impact on those individuals. This led to continued high level discussion of the availability of water through the Association, how shareholder costs are calculated, and the urgency behind the need to protect the Great Salt Lake. Mayor Ostler thanked Mr. Jorgensen and Mr. Budge for the information provided tonight and for their continued partnership with the City.

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** *Stephannie Cottle, City Recorder*

March 4, 2025

b. **Approval of Meeting Minutes** *Stephannie Cottle, City Recorder*

April 1, 2025 Site Tour

- c. **Approval or Ratification of Large Purchases** *General City Management*
David Mortensen, Finance Director
- d. **ACTION: Metropolitan Planning Organization (MPO) Board Alternate and Technical Advisory Committee (TAC) Representative Appointments** *General City Management*
Stephannie Cottle, City Recorder, Kurt Ostler, Mayor
The City Council will consider appointing an MPO Board Alternative and MPO TAC representative.

Mayor Ostler asked to pull item 3d from the consent agenda.

Council Member Doug Cortney asked to pull item 3a from the consent agenda.

Council Member Kim Rodela MOVED that the City Council approve consent item 3b, meeting minutes from April 1, 2025, and 3c, Approval or Ratification of Large Purchases.

Council Member Doug Cortney SECONDED the motion.

Council Member Smith asked for a brief explanation of the large purchases the Council is approving under item 3c. Finance Director Mortensen explained the City's purchasing policy indicates that any expense exceeding \$25,000 should be presented to the Council for approval or ratification; he would like to modify that policy, but it will take some time to research policies of other agencies to compare with. He referenced a list of expenditures exceeding \$25,000 that was included in the packet for the meeting. Mayor Ostler added that the items on the list were included in the approved budget. Mr. Mortensen stated that is correct and added that there is also an agreement for many of the purchases, so this is the third time the Council has seen the items.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

3a:
Council Member Cortney stated he sent an email to City Recorder Cottle regarding the need for a single correction the March 4, 2025 minutes; at the top of page nine of the minutes, the draft minutes state that Manuel Bueno said "on the area north of the church that was marked as open space." Council Member Cortney stated he checked the video recording of the meeting and what Mr. Bueno said was "north of the buildings there to the church which now just says 'open space'." He proposed to strike the words "north of the church" and replace them with the words "immediately south of the church."

Council Member Doug Cortney MOVED to approve the meeting minutes from March 4, 2025, as amended.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>

<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

3d:

City Administrator Wells stated she asked Mayor Ostler to pull this item from the consent agenda because in talking with staff, they realized a better way to handle this matter would be to appoint positions rather than individuals. The suggested motion would be to appoint the Mayor Pro Tempore as the Highland City MPO Board alternate and the City Engineer as the Highland City TAC representative. Mayor Ostler noted that oftentimes, when the appointed representative is not able to attend a MPO or TAC meeting, an alternate member attends in their place, but there have been questions about whether that alternate is able to vote on items presented to the Board. This action will help to ensure that the City has alternate members that can vote on items handled by these Boards.

Council Member Kim Rodela MOVED that the City Council appoint the Mayor Pro Tem, as the Highland City MPO Board Alternate, and the City Engineer, as the Highland City TAC representative.

Council Member Ron Campbell SECONDED the motion.

Council Member Cortney addressed City Attorney Patterson and asked if it would be appropriate to handle this appointment via a resolution rather than a simple motion. He added that he is not sure the suggested motion accomplishes the desire of the Mayor and Ms. Wells; it seems as if the Council is appointing individuals rather than positions. Mr. Patterson stated that the matter could be handled by a resolution, but that is a policy decision for the Council and would be based upon how formal they want the action to be. He feels a simple motion is adequate. He added that the suggested motion could be interpreted as appointing a position, or an individual, depending on the reader. However, the previous motion included mention of a person's name, along with the position title, so when that person was no longer serving as the Mayor Pro Tempore, the question was if the new Mayor Pro Tempore could still participate. He feels removal of the names from the motion is appropriate and will meet the needs of the City.

Council Member Cortney asked if any member of the Council would object to adding language to the motion to indicate that the Mayor Pro Tempore and City Engineer are appointed as an ex-officio in order to be clear that the intent is for the appointment to be ongoing regardless of the individual that is serving in that role. Mayor Ostler asked Mr. Patterson to define the term 'ex-officio'. Mr. Patterson stated it is a legal term denoting or relating to a member of a body who holds the role as a result of their status or another position that they hold.

Council Members Rodela and Campbell consented to add the term 'ex-officio' to the motion regarding the appointments.

Council Member Kim Rodela MOVED that the City Council appoint the Mayor Pro Tem, as the Highland City MPO Board Alternate, as an ex officio role, and the City Engineer, as the Highland City TAC representative, as an ex officio role.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>

Council Member Kim Rodela Yes
Council Member Scott L. Smith Yes

The motion carried 5:0

4. ACTION ITEMS

a. ORDINANCE: PO Zone Text Amendment Land Use (Legislative)

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider a request from Patterson Homes for a text amendment to the Professional Office zoning code.

City Attorney/Planning & Zoning Administrator Patterson explained on March 4, 2025, the City Council considered the text amendment application and the Commission's recommendation. After receiving feedback from the public and hearing from the applicant, the Council discussed whether to retain the one-story limitation for the buildings fronting on the east side of Highland Boulevard and whether other regulations regarding roof design or height should be imposed. The Council decided that it would like additional review by the Planning Commission and voted to send the item back to the Planning Commission to address specific questions the Council had. Mr. Patterson provided background information regarding the adoption and changes to the PO Zone, after which he noted the Planning Commission again considered the PO text amendment application along with the questions asked by the Council. They did not provide specific recommendations regarding Council's questions and, instead, the Commission voted to continue the item, with the direction that staff take the lead in revising the PO zone, rather than adopting the applicant's proposal. The Commission indicated that they would like to update the building design and aesthetic regulations to more clearly and directly address allowed building design, massing, and height to increase flexibility but maintain PO zone intent and goals. He discussed options available to the Council tonight; since the Commission did not directly revise their prior recommendation but clearly indicated that they wanted to do additional work on the PO zone, text amendment application remains live. He asked if the Council wants to update the PO zone overall, or if they want to work within the text amendment application that has been submitted, or if they would like staff to address this as a staff-proposed amendment. If the Council agrees that additional work is required before amendments to the PO zone are adopted, and that staff should be proposing potential amendments rather than trying to work within what has been proposed by the applicant, then the Council may deny the application.

Mayor Ostler indicated that most commercial developers prefer zoning of a property to be clearly defined so they understand the parameters they are working within. However, given the condition of the City's current PO zone, each time Patterson Development attempts to build a new building, they must discuss each building individually with the City. This gives more opportunity for public input, but it can create some difficulty for the developer. If the zoning ordinance is updated, the developer will have clear expectations and direction, but if it is kept as it is, a new application will be required for each building, and this may cause the developer to pull back and halt the progress in their project area. Council Member Smith stated he understands the current process is tedious, but when the PO zone was initially created and property on the west side of the City was identified as being suitable for the zoning, a lot of thought went into the architecture for the area, given it was at the City's entrance. The preference was for architecture to be residential in nature. Problems started occurring when the PO zone was also assigned to property across from Lone Peak High School and architecture in that area was changed with no discussion. He stated Patterson Development has made wonderful additions to the City, but the inconsistency in architecture over the years has upset residents living around the project area. He wondered if different versions of a PO zone could be applied to different areas of the City based upon existing architecture in the surrounding area. He acknowledged that architecture has evolved over the years, and the result is an eclectic mix of architectural types, but decisions should be made about what is desired in the City. Mr. Patterson stated that different zoning classifications can be created and assigned to properties as the Council deems appropriate; doing so would actually solve some outstanding issues and provide for some consistency. He stated that the current application from Patterson is a 'band-aid' in terms of problems existing in the PO zone, but there

are other options the Council can consider to correct the zoning problems.

The Mayor and Council debated the options available to them tonight and concluded it would be most appropriate to deny the application and refer the item to staff for a formal recommendation to amend the PO zone.

Council Member Doug Cortney MOVED that the City Council accept the following findings and deny the code amendment for the PO zone as applied for by Patterson Homes and direct staff to draft code changes for the PO Zone as recommended by the Planning Commission.

- 1. The PO Zone needs to be amended to ensure the zone functions as intended for all property in the zone and the zone regulations are understood and applied by staff, the owners of property within the zone, and other affected property owners and stakeholders.*
- 2. To accomplish this, Council finds that it would better serve the public interest for the City to lead and direct the amendment process, because that will allow the City to more directly gather input from stakeholders and propose amendments that meet the City's needs, reflect the intent of the PO zone, and account for stakeholder input.*

Council Member Scott L. Smith SECONDED the motion.

Council Member Cortney stated that he appreciates the work that Patterson Development has done and he anticipates that they will be involved in the discussions of amendments to the PO zone moving forward.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

b. ACTION: Fast Cast Voting Option General City Management

Stephannie Cottle, City Recorder

The City Council will consider an option proposed by Utah County Elections to offer Fast Cast Voting at Highland City Hall during Early Voting.

City Recorder Cottle explained on Monday, March 24, 2025, Aaron Davidson, Utah County Clerk, emailed City Recorders in Utah County regarding implementing Fast Cast Voting during Early Voting at each municipality during the 2025 Municipal Election. The following are excerpts from his email describing the proposal. "During the municipal elections this year, Utah County Elections Division would like to expand Early Voting opportunities by incorporating the Fast Cast Voting method at each municipality that would like to participate. To accomplish this, we would like to give each municipality the option to accept Fast Cast ballots Monday through Thursday the week before election day in their city centers during normal operating hours. Each municipality could elect to have this method available all four days or any portion of the four days, it's your election and you can decide. We are hoping this will increase voter participation and improve the percentage of ballots that are accepted, because these ballots will not be put through the signature verification process and therefore avoid the cure process. Fast Cast Voting is a method that was introduced in Utah County last year and works as follows:

1. Utah County Elections mails a ballot out to every active voter.

2. The voter fills out their ballot, puts it in their ballot envelope, seals it, and signs it.
3. The voter returns the ballot to a voting center (which would be your city office), presents their ID, and signs a poll pad.
4. The poll worker stamps their envelope with a designated stamp, signifying that the voter presented their ID and was verified as a valid voter.
5. The ballot is dropped in the ballot box at that voting location.
6. Ballots are picked up, returned to the ballot processing center, verified that the voter did not vote by some other method, opened, and counted.

Since the voter presented ID when the ballot was returned, signature verification does not need to be performed and 100 percent of the Fast Cast ballots are accepted, opened, and counted with no further verification needed.

Early Voting at City Centers:

1. Each city would have two or more employees deputized to work as poll workers.
2. Each city would be provided with a poll pad and training. The larger cities could request additional poll pads.
3. Voters would bring in their ballot inside their ballot envelope.
4. The voter would present their ID to verify they are a valid voter.
5. The voter would sign the poll pad.
6. The poll worker would stamp the ballot envelope in a designated area.
7. The voter would place the ballot in the teal-colored canvass ballot bag that we will provide you with.

This process will only be able to accept those ballots that comply with the Fast Cast Voting method. All other voters that attempt to return or cast a ballot that doesn't comply with the requirements of this method will be directed to the County Elections office for early voting assistance. Utah County Elections will have teams of two picking up the ballots as needed throughout the week. We will arrange to have the poll pads and remaining ballots picked up or delivered on Thursday evening or Friday morning. Our intention is to have each city pay for their own employees to perform this task. We could hire and pay your employees as poll workers, but we would then have to incur that cost, gather the charges, and redistribute those charges back to the city through the inter-local agreement charges."

While this does allow additional early voting access to residents, staff has the following concerns about participating in the Fast Cast option during the Early Voting period.

1. Ballot Security. Utah County Elections will pick up the ballots as needed throughout the week. This means that Highland City would need to have a secure place to store these ballots, possibly for 2-3 days at a time.
2. Perception. Highland City staff accepting ballots for our municipal election may create a perception with voters that City staff have the ability to influence the outcome of the election.
3. Staff Time. It may take a considerable amount of employee time for training and administering the Fast Cast voting during Early Voting.

Ms. Cottle concluded other cities have expressed similar concerns and are currently working with their City Councils to make a final decision. To date, she has not heard of a City who is supportive of this option.

Council Member Rodela stated she does not feel that too much discussion of this matter is needed based upon the concerns raised by City staff and other cities.

Council Member Smith inquired as to the catalyst for this recommendation from the County; he wondered if the County was attempting to save time for their staff and to allow a hybrid form of voting for people who want to

vote in person versus by mail. Ms. Cottle stated she believes the County was working to provide another option for voters to submit their ballot during the early voting period. Due to the voter turnout in the last election, which was a presidential election, some voting lines were long and offering this option during early voting would potentially reduce wait times. She stated she can see the reason for the recommendation, but the cons outweigh the pros in her mind.

Council Member Kim Rodela MOVED that the City Council deny the Fast Cast option for Early Voting at Highland City during the 2025 Municipal Elections.

Council Member Doug Cortney SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

c. ACTION: Mitchell Hollow Trail Design Change Order *General City Management*
Chris Trusty, City Engineer/Public Works Director

The City Council will consider a change order for the Mitchell Hollow Trail design for Consor Engineers.

Assistant Public Works Director Murdoch explained on June 4, 2024, Council approved an award to Consor for the design of the Mitchell Hollow Trail. The FY2025 budget includes funding for this trail as previously approved by Council. While the original plan was to construct the trail to the Utah County equestrian park, one property owner on 9600 North has decided not to sell the property that would be the final connection. As eminent domain is not allowed for trails, the City does not have the ability to force the property owner to sell. Thus, for the time being, the trail will end at 9600 North. As design began for this project, several challenges became evident due to the relatively narrow trail corridor coupled with the topography within the corridor. The change order includes costs not included in the original scope. These scope changes include additional right of way work to provide additional slope easements to reduce the amount of retaining walls needed. The scope change also includes retaining wall design and a geotechnical exploration not included in the original scope. Lastly, additional design for the rapid flashing beacon signals at the trail crossings at Canal Boulevard and 9600 North were added to the project. While the design costs will increase, the construction costs will decrease as the originally planned trail length is shorter. As such, the change order does not change the funding the City will be required to expend, and we still expect this project to fall within the outlined budget. The \$49,275 change order brings the total costs for the design to \$189,170 which is 7.5 percent of the total project costs. This is within the typical range for design on this type of project. Funding for this project is included in GL 40-40-76, Trails, within the Parks Capital Fund for the FY2025 budget. Staff recommends approving a change order in the amount of \$49,275 for additional design services related to the Mitchell Hollow Trail.

Mayor Ostler asked if any of the increased costs are related to fixing damage or problems caused by residents living along the trail. Mr. Murdoch answered no; the trail was redesigned to navigate around problematic residential areas. Mayor Ostler asked if the increased cost will be funded with MAG funds or if the City will need to pay the increase with no assistance. Mr. Murdoch stated that the cost can be rolled into the MAG budget for the project.

Council Member Campbell asked if the project budget includes a 10 percent contingency, to which Mr. Murdoch answered yes.

Council Member Smith stated it is his understanding the trail ends at 9600 North because the City was not able to secure permission to cross a residential property in that area; he asked how long the trail will be in total. Mr. Murdoch highlighted the trail route and identified the point at which the new section will connect to a current dead-end point on the trail, and where the new section will end. Council Member Smith stated he is interested in the total length given the \$2.5 million cost to build a trail. Mr. Murdoch stated the overall length is under a mile in length. City Administrator Wells stated the City's share of that cost is about \$170,000, but she acknowledged that the cost is high, and the project is funded with taxpayer dollars. Council Member Smith stated trails are very important, but that same amount of money could have been used to fix roadways. Ms. Wells stated she believes the total price includes securing easements and purchasing properties needed for the project. Robert Haslam, representing Consor, highlighted slope easements that were obtained for the project, which will save about \$400,000 that would have been spent to build retaining walls along the trail corridor. There will also be boardwalks built over the wetlands, and this has increased the cost as well. He briefly discussed the scope of work for the boardwalk construction. Council Member Smith reiterated he is amazed by the total cost to build this section of trail.

Mayor Ostler invited public input on the matter.

Camille Pace stated she wished to discuss the changes to the trail where it runs along her property; it was originally designed to run into the Beebe's cul-de-sac, but now it will be moved to the back of her property and the property that her in-laws live on. She stated she has three young children that play in her backyard and the changes that have been made will create a safety concern for her family. She is requesting that the City fence her side of the Mitchell Hollow Trail, just as is being done for the Beebe's. She understands the City will fence all or part of the Beebe property and would like the same consideration on her property in order to protect her children.

Mayor Ostler asked Ms. Pace to identify her home on the map of the project area, which she did. Mayor Ostler asked Mr. Murdoch to discuss what caused the shift in the trail location to run along the Pace property. Mr. Murdoch stated that the trail was originally built to bend into and along the cul-de-sac mentioned by Ms. Pace, but there were negotiations with the Beebe's to realign the trail straight out to 9600 North, but still on their property.

Kevin Pace stated that Camille is his daughter-in-law, and her children are his grandchildren. He stated that he moved to his home in 1983, which predates the time when Vern Hancock provided the City with the right-of-way for the trail system. Others that moved to the area did so after the trail system was planned so they knew there would be a trail along their property. Now that the trail is being put into place, and the design has been changed, the trail will run contiguous to his property line and his son's property line and there is nothing to prevent anyone from coming onto their property and snatching one of the young children. This is a safety issue that was not planned for, and he is quite concerned about it. He asked that the City address and mitigate that safety concern. The City never asked his opinion about the redesign; he is in favor of the trail system, which will run along a unique piece of real estate in the community. It will be used heavily because of its location and the fact that it traverses through Mitchell Hollow; it will be one of the best trails in the flatlands, but it still presents a safety concern. He is also asking for fencing along the properties that abut the trail.

Mayor Ostler addressed Mr. Murdoch and asked why the City has included fencing along some properties, but not others. Mr. Murdoch identified the Beebe and Tejamulias properties along the trail; these two property owners own the majority of the land that runs along the east side of the trail and the fence was proposed along their properties because they have animals and livestock in the area and it is necessary to keep those animals off the trail. These two property owners also signed slope easement agreements and asked for fencing to be installed in return.

Mr. Haslam expounded further on the conditions that were the impetus for the fence redesign; all existing property fences on the west side will be maintained, but any impacted fences will be replaced. The intention is not to have an open trail behind anyone's property. This led to high level review of the trail alignment by the Mayor and Council, with the assistance of Mr. Haslam and Mr. Murdoch, the location of existing fences, and any work to be done along the Pace properties. Mr. Haslam stated the area is currently fenced and it may be that the Paces are concerned that their existing fence will be removed and not replaced. He stated that any fences that are impacted by the project will be replaced. Mayor Ostler asked Mr. Pace if that addresses his concerns. Mr. Pace stated that the existing fence is a dilapidated farm fence that does not provide security for the property. He identified the alignment of the existing fence for the benefit of the Mayor and Council. City Attorney Patterson stated that some fences straddle the property line and will be impacted by the project; in those cases, the fences will be replaced, but if the Pace fence will not be disturbed, the plans do not include replacement of the fence. Mr. Haslam stated that he will defer to the City to make the decision on the Pace fence; he is willing to visit the site again and evaluate the specific conditions for the Pace property and their fence. Mr. Murdoch stated that he and City Engineer Trusty will participate in the site visit with Mr. Haslam as well and see what needs to be done.

Council Member Smith inquired as to the materials the trail will be constructed of, and the width. Mr. Haslam stated the easement is 20 feet, but the actual trail will be 12 feet, and it will be constructed of asphalt. The trail will be City owned and maintained. The boardwalk is built of a concrete material and the maintenance requirements of that material are less than for asphalt.

Council Member Bills stated that if the decision is made to improve or replace the fence along the Pace property, it is important to document who owns the fence and is responsible for its maintenance going forward. Mayor Ostler stated it is important for the Paces to understand that once the trail exists, there is an ordinance that requires specific types of fencing along the corridor. If the Paces do not want to adhere to those requirements, they can install a different type of fence before the trail is constructed.

Council Member Kim Rodela MOVED that the City Council APPROVE a change order with Consor for the Mitchell Hollow Trail design in an amount of \$49,275 bringing the total costs to \$189,170.

Liz Rice stated she did not know anything about this project; if the trail ends on 9600 North, there will be cars parked along the street because users will access the trail at that spot. She suggested the installation of no parking signs or red paint for the curbs to prohibit people from parking there because of safety concerns associated with the speed of traffic using 9600 North.

Council Member Ron Campbell SECONDED the motion.

Council Member Smith stated that Ms. Rice's point is important, and he suggested that it be discussed and considered as part of the design of the project. Oftentimes the City builds things without consideration of parking or restroom facilities and that should be addressed. Council Member Cortney agreed but suggested it should be handled separately from the change order that has been presented tonight. He then stated he has a different question; the original contract amount was \$153,885 and the additional \$49,275 for the change order brings the project cost to \$189,170 and he asked if the \$13,000 discrepancy is related to the section of fence that is no longer going to be constructed. Mr. Murdoch stated that could be a typographical error. Mr. Haslam noted he believes the motion language is correct and the error may have been in the original contract amount.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>

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: 10050 Drainage Project General City Management

Chris Trusty, City Engineer/Public Works Director

The City Council will consider approving a bid award to Baker Construction for the 10050 North drainage project.

Assistant Public Works Director Murdoch explained on June 18, 2024, Council approved the FY2025 budget which includes the funding for storm drain maintenance projects in GL 54-40-41. This project will correct deficiencies in the storm drain system along 10050 North near 6690 West. We will be removing and replacing approximately 160 feet of curb gutter and asphalt and will be installing a new curb inlet and sump. City staff solicited bids for this project with the low bid being submitted by Baker Construction in the amount of \$52,066. The cost of this project is \$57,272.60. Funding for this expense is included in GL 54-40-41, System repair and maintenance within the FY25 budget. Staff recommends approval of the bid award to Baker Construction in the amount of up to \$57,272.60, which includes a 10 percent contingency.

Council Member Scott L. Smith MOVED that City Council award the bid for the 10050 Drainage Project to Baker Construction in an amount up to \$57,272.60.

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. RESOLUTION: Interlocal Agreement with Utah County for 2025 Elections General City Management

Stephannie Cottle, City Recorder

The City Council will consider adopting a resolution to enter into an Interlocal Agreement with Utah County to assist with the administration of the 2025 Municipal Elections.

City Recorder Cottle explained Highland City has contracted with Utah County to assist with municipal elections since 2017. This Interlocal Agreement with Utah County Elections has allowed Highland City to meet the requirements of the state code related to various aspects of election security, including ballot drop box security, dual custody of ballots, specialized equipment and poll workers on election day, signature verification, and tabulation. This year, Highland City elections will include the Mayoral Seat and two City Council seats. The candidate filing period is June 2 to 6, 2025, from 8:00 am to 5:00 pm (Monday – Friday). The Primary Election, if needed, will be Tuesday, August 12, 2025, and the General Election will be held on Tuesday, November 4, 2025. The Interlocal Agreement outlines the responsibilities of both Utah County and Highland City along with

estimated costs. The estimated cost is a "not to exceed" \$2.75 per voter, per election. Highland City currently has 13,282 registered voters. Based on the number of registered voters, the total estimated cost for both the Primary and General election is \$73,051. As a part of the election, the County will facilitate voting centers throughout the County. Staff has requested, and the County has agreed to use Highland City Hall as a polling location for both the Primary (if needed), and General elections. These vote centers will be no extra charge to Highland City. The interlocal agreement has been reviewed and approved as to form by the City Attorney. Staff recommends adopting the resolution and directing the Mayor to sign the Interlocal Agreement with Utah County to assist with the administration of the 2025 Municipal Elections.

Council Member Cortney stated it is important to note that when an individual declares their candidacy for office, they will also be required to submit a conflict-of-interest declaration, which was not previously a requirement for a candidate declaration. Ms. Cottle stated that is correct; the only exception is if an incumbent is running for re-election and they have a current form on file with the City.

Council Member Campbell inquired as to the origin of the cost per voter. Ms. Cottle stated that is based upon all fees charged by the County for election administration.

Council Member Bills stated most of the services the County provides are fairly self-explanatory and standard; however, for signature verification, she wondered if there is any requirement for a certain percentage of ballots that must be cured within a specific time frame. Ms. Cottle stated she is unsure if there is a standard for that element of the election administration; she does know the County does try to get signature verification issues cured as soon as possible in order for them to be counted.

Council Member Campbell stated that the filing period is June 2 through 6, but Highland City is not open on Fridays. Ms. Cottle stated that is correct, but she will be in the office that day to accept any declaration of candidacy filed.

Council Member Scott L. Smith MOVED that City Council adopt the resolution and direct the Mayor to sign the Interlocal Agreement with Utah County to assist with the administration of the 2025 Municipal Elections.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

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. ACTION: Grass Field Reservation Policy General City Management**
Erin Wells, City Administrator, Kurt Ostler, Mayor
After considering the current field reservation policy, the City Council will provide direction on any amendments that they may wish to see.

City Administrator Wells explained on February 7, 2017, Council approved Municipal Code 12.24.070 Organized Play On City Parks outlining the City's reservation policy for park usage for athletic purposes. She reviewed the

current grass field reservation policy (for soccer, lacrosse, football, etc.), which classifies fields based on parking lot, size, and restroom availability.

1. Community Field I – Practices, games, and clinics for all ages allowed
 - a. Parking lot must have 25 stalls per field
 - b. Useable open field area must be greater than or equal to 150' X 300'
 - c. Must have dedicated restrooms
2. Community Field II** – Practices for all ages allowed
 - a. Parking lot must have 15 stalls per field
 - b. Useable open field area must be greater than or equal to 100' X 200'
3. Community Field III** – Practices for 12-year-olds and younger allowed
 - a. Parking lot must have 15 stalls per field
 - b. Useable open field area must be greater than or equal to 100' X 200'
4. Neighborhood Park – Practices allowed depending on intended use.
 - a. Usage of field must be appropriate for a neighborhood park given the size and amenities available. Approval will depend on desired use time, nature of team, age group, and nature of use.

There appears to have been an error in the field sizing requirement for either Community Field II's or Community Field III's.** Per this policy, staff has designated the parks as follows:

Community Field I – Practices and games for all ages allowed

- Beacon Hills Lower
- Beacon Hills Upper
- Lone Peak East
- Lone Peak West
- Mitchell Hollow
- Wimbledon South

Community Field II – Practices for all ages allowed at Beacon Hills Lower. Beacon Hills Upper

- Canterbury PI
- Lone Peak East
- Lone Peak West
- Heritage Park
- Mitchell Hollow
- Wimbledon South

Community Field III – Practices for 12-year-olds and younger allowed

- Town Center

While Wimbledon is listed as a Community Field II, it is not currently being rented. For a variety of reasons, neighboring residents expressed concern about the rentals and the option to reserve the park was removed. All other field reservations are following the adopted policy. Ms. Wells concluded staff is open to any Council feedback on the policy and any charges they would like to see implemented on grass field rentals. She and Mayor Ostler facilitated discussion among the Council regarding appropriate policy modifications to be made responsive to public feedback and concerns the City has heard; there was a focus on the need for additional parking and restroom facilities at certain parks; whether cities should be open for games only or for practices as well; resident and non-resident rental fees; a possible increase in rental fees to help to cover the increased cost of maintenance; and whether to make the fields available for rental. Ms. Wells stated she will use the information provided to formulate proposed amendments to the field rental policy and bring the matter back to the Council for formal consideration and a vote.

b. ACTION: Baseball Field and Batting Cage Rental Rates *General City Management*

Erin Wells, City Administrator, Kim Rodela, Council Member

The City Council will provide direction on policy and rates for city baseball field rentals.

City Administrator Wells stated the current baseball field reservation policy classifies fields based on parking lot, size, and restroom availability and is as follows:

1. Community Field I – Practices, games, and clinics for 12-year-olds and younger allowed (Mitchell Hollow)
 - a. Parking lot must have 25 stalls per field
 - b. Distance from home plate to outfield fence must be greater than or equal to 200 feet
 - c. Must have dedicated restrooms
2. Community Field II – Practices, games, and clinics for 10-year-olds and younger allowed (Heritage Park)
 - a. Parking lot must have 25 stalls per field
 - b. Distance from home plate to outfield fence must be greater than or equal to 180 feet
 - c. Must have dedicated restrooms

The Current rental rates are as follows:

Non-profit entities:

- \$5 per hour for practices
- \$10 per hour for competition or clinics
- \$75 day rental of Baseball Fields or Disc Golf Course

For-profit entities:

- \$15 per hour for practices
- \$30 per hour for competition or clinics
- \$225 day rental of Baseball Fields or Disc Golf Course

It is expected that the baseball field at Highland Family Park will be open by the end of May and staff has researched rental rates charged in Vineyard, Saratoga Springs, American Fork, Eagle Mountain, Lindon, Alpine, and Orem. Staff needs feedback from the Council regarding the following:

1. Do we want to leave the field locked up so it can only be for rented activities?
 - a. This will ensure better care for the field but make it so less people will use it.
2. Do we want to rent out the batting cages separately from the field?
 - a. Staff is not aware of another city who has batting cages that rents them except for ones that include pitching machines.
3. Do we want to limit the rental of Highland Family Park to games only?
 - a. Some cities allow for practice on a first-come first-serve basis and limit rentals to only games.
 - b. This might be something we consider for the first year to allow the field to fully establish.
4. Do we want an option for people to pay our staff to stripe the field?
 - a. Staff has not done this in the past, but is capable of doing so. This could necessitate additional overtime for staff.

Ms. Wells and Mayor Ostler facilitated discussion among the Council regarding the policy issues for which staff is requesting feedback. The discussion centered on the demand for the baseball field for practices and/or games; frequency with which the field should be used/rented; security at the park and around the baseball field; rental of batting cages only; reserving during the week, but not on weekends; a trial period for use by reservation only; and offering field striping service from the City, for a fee. Ms. Wells stated staff will continue to evaluate policies in neighboring cities, as well as fees the market can support for this kind of field and bring a policy recommendation back to the Council in the future.

c. Food Vendors in Highland Family Park General City Management

Erin Wells, City Administrator, Kim Rodela, Council Member

The City Council will give direction on if and how they would like to see food vendors in Highland

Family park.

City Administrator Wells explained that recently a resident reached out to staff to inquire if they could set up a snow cone shack at Highland Family Park. As staff discussed the possibility some questions and concerns arose and staff felt they needed direction from Council. Below is a summary of some discussion points. Staff feels that any food option would be popular at the park, however there could be some negative impacts as well including:

- Additional garbage that would be generated in a park we already struggle to keep up with emptying garbage at
- Taking up parking stalls for a food vendor in an already popular park
- Garbage/spills on playground elements and playground surfacing that will require additional cleaning
- Additional vendors may come and try to sell assuming that it is allowed.
- Food vendors may interfere with pavilion rentals.

Because of some of these concerns other individuals who had previously approached the city about doing a vending machine in the park were told no. If Council decides they would like a permanent food vendor option in the park, staff would recommend opening an application period where others could apply so that it is a fair and open process. Another consideration is if we open this option in this park, should we do so in other busy parks such as Highland Glen. Another option Council could consider is hosting a food truck night as a City event where food vendors are brought in temporarily on a regular schedule such as weekly or monthly. The City did make power available for food vendors thinking that this park would be a good event park.

Mayor Ostler and Ms. Wells facilitated discussion among the Mayor and Council regarding the resident request. The Council expressed support for something like food truck nights at a City park or facility, but possibly in conjunction with the Farmer's Market; they also indicated they would possibly consider allowing something like a snow cone shack, but not on a daily basis throughout the entire summer. Mayor Ostler stated it may be helpful to check with other cities to see how they handle these types of requests. Ms. Wells stated that she will ask the City's new events coordinator to research policies in other cities and to work on a policy that would provide for a food-truck night in the City. Council Members expressed disappointment over the fact that the City has a snack shack at a sports facility, but it is not being used. Ms. Wells stated that is something she will take responsibility for and will work with the City's Parks and Recreation Department on the matter.

Council Member Doug Cortney MOVED to extend the meeting to 10:20 p.m.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>No</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>No</i>
<i>Council Member Scott L. Smith</i>	<i>No</i>

The motion failed 2:3

7. COMMUNICATION ITEMS

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

- Police Department Annual Report** *Brian Gwilliam, Police Chief*
- East West Collector Road Data Follow-up** *Jeff Murdoch, Assistant Public Works Director*
- Community Development Updates** *Jay Baughman, Assistant City Administrator/Community*

The communication items were not heard.

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 10:08 pm Council Member Doug Cortney MOVED to extend the meeting to 10:35 pm and immediately recess the regular City Council meeting to convene in a closed meeting in the Executive Conference Room to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, and the character, professional competence, or physical or mental health of an individual.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>No</i>

The motion carried 4:1

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

The CLOSED SESSION adjourned at 11:34 pm.

ADJOURNMENT

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

The meeting adjourned at 11:35 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 April 15, 2025. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC
City Recorder



HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Thursday, May 1, 2025

Waiting Formal Approval

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

8:30 AM SITE TOUR

Notice is Hereby Given that the Highland City Council will conduct a site visit and traveling tour beginning at the Highland City Hall at 8:30 AM, May 1, 2025, to visit the city parks maintenance building, Highland Family Park, and city PI project.

The site tour was posted on the Utah State Public Meeting Website at least 24 hours prior to the event.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS:

Brittney P. Bills	Absent
Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Absent
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells, City Engineer/Public Works Director Chris Trusty, Parks Superintendent Josh Castleberry, Assistant Public Works Director Jeff Murdoch

OTHERS PRESENT: N/A

The group toured sites for the new Parks Maintenance Building located at approximately 5378 W 10400 N, Highland Family Park located at approximately 5691 W 10400 N, and the 6000 W Pump Station Project located at approximately 10050 N 6000 W. At each location the group discussed the ongoing projects and evaluated construction progress.

The site tour ended at 11:00 am.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the site tour held on May 1, 2025. This document constitutes the official minutes for the site tour.

Stephannie Cottle, CMC, UCC
City Recorder



CITY COUNCIL AGENDA REPORT

ITEM #2c

DATE: May 20, 2025
TO: Honorable Mayor and Members of the City Council
FROM: David Mortensen, Finance Director
SUBJECT: Approval or Ratification of Large Purchases
TYPE: General City Management

PURPOSE:

The City Council will consider approval or ratification of large purchases.

STAFF RECOMMENDATION:

Staff recommends....

PRIOR COUNCIL DIRECTION:

On MONTH DD, YYYY, Council approved.....

BACKGROUND:

FISCAL IMPACT:

Single source – budgeted

The cost of this (purchase/service/project) is (amount). Funding for this expense is included in GL (GL account number, account name) within the FY(fiscal year) budget.

Multiple sources – budgeted

The cost of this (purchase/service/project) is (amount). Funding for this expense is included within the FY(fiscal year) budget as follows:

- (Amount) in (GL account number, account name); and
- (Amount) in (GL account number, account name).

Budget adjustment required

The cost of this (purchase/service/project) is (amount). Funding for this expense (was not included in the FY(fiscal year) budget/was included in the FY(fiscal year) budget under GL (GL account number, account name) at an amount of (amount)). As (this expenditure/the cost increase) was not included in the budget, it will need to be funded by (funding source) and will be included as part of the (mid-year/final) budget adjustments unless otherwise directed by the Council.

MOTION:

I move that City Council...

ATTACHMENTS:

1. April 2025 Purchases over \$25,000

Highland City Large Purchases Tracking (\$25,000+)

Fiscal Year: 2024-2025

Month: April 2025

Date	Vendor	Check #	GL Account	Amount	Description
4/7/2025	Complete Contracting	36368	40-40-78	\$ 207,901.96	Highland Fam Park Maintenance Bldg
4/7/2025	UDOT Comptroller	36407	41-40-79	\$ 170,000.00	Safe Routes to School Project Match
4/7/2025	WM Corporate Services, Inc	36411	10-73-50	\$ 81,981.96	Solid Waste Hauling Contract
4/9/2025	Complete Contracting	36426	42-40-67	\$ 243,129.05	Parks Maintenance Bldg
4/9/2025	Nelson Brothers Construction	36434	53-40-60	\$ 297,533.35	6000 W Irrigation Payment 6
4/15/2025	Timpanogos Special Service District	36444	52-40-42	\$ 181,198.94	February 2025 Sewer Treatment User Fees
4/15/2025	Timpanogos Special Service District	36445	52-2132	\$ 41,517.00	March 2025 Impact Fees
4/15/2025	Lone Peak Public Safety District	36465	10-54-31, 10-57-11, 10-57-31	\$ 481,892.40	April 2025 Public Safety Assessments



CITY COUNCIL AGENDA REPORT

ITEM #2d

DATE: May 20, 2025
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Adding Closed Session Exception to R-2025-07
TYPE: General City Management

PURPOSE:

The City Council will consider adding an exception to its meeting end time policy to exclude closed meetings from meeting end time restrictions.

STAFF RECOMMENDATION:

Staff recommends that the Council adopt the proposed resolution repealing and replacing the prior meeting end time resolution, which proposed resolution includes an exception for closed meetings.

PRIOR COUNCIL DIRECTION:

On March 4, 2025, the City Council adopted Resolution 2025-07, setting a new meeting end time of 9:00 pm to correspond with the new meeting start time of 6:00 pm. On May 6, 2025, the City Council discussed whether to retain Resolution 2025-07 and meeting end time regulations and how those regulations affected the Council's ability to conduct business and hold closed sessions. The Council expressed support for keeping the meeting end time restrictions, but wanted to add an exception to the end time restriction for closed meetings.

BACKGROUND:

The proposed resolution is the same as resolution 2025-07, with the addition of a new section 3, which excludes closed meetings from the 9:00 pm meeting time limit restriction. All other terms remain the same, including the provision that the meeting can be extended by simple majority of the Council. The resolution repeals and replaces resolution 2025-07 and takes effect immediately upon adoption.

FISCAL IMPACT:

No anticipated impact.

MOTION:

I move that City Council ADOPT the resolution establishing meeting duration limitations and exceptions thereto.

ATTACHMENTS:

1. R-2025 Council Meeting End Time

RESOLUTION NO: 2025-

A RESOLUTION OF THE HIGHLAND CITY COUNCIL ESTABLISHING MEETING DURATION LIMITATIONS

WHEREAS, the Highland City Council is authorized and required, pursuant to Utah Code § 10-3-606, to adopt rules of order and procedure to govern parliamentary order and procedures for council meetings;

WHEREAS, the Highland City Council previously established, pursuant to Resolution 2025-07, the policy and rule that no Council meeting could continue past 9:00 pm with certain exceptions;

WHEREAS, the Highland City Council desires to expand the exceptions to the meeting ending policy to exclude closed meetings from meeting end time requirements;

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

SECTION 1. No meeting of the Highland City Council shall continue past 9:00 pm except upon a majority vote of those Council members present to extend the meeting.

SECTION 2. The restriction set forth herein shall not apply to emergency meetings or to meetings or portions thereof, such as work sessions, that are expressly scheduled by the Council to begin at or continue through 9:00 pm.

SECTION 3. The restriction set forth herein shall not apply to closed meetings, regardless of whether the closed meeting begins prior to, at, or after 9:00 pm and whether the closed meeting continues past 9:00 pm or other approved ending time.

SECTION 4. If a meeting is adjourned by operation of this resolution and matters are still pending on the agenda of the meeting, those items shall be carried over to the agenda of the next scheduled Council meeting.

SECTION 5. This resolution shall repeal and replace Resolution No. 2025-07.

SECTION 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Highland City Council this ____ day of _____, 2025.

HIGHLAND CITY, UTAH

Kurt Ostler
Mayor

ATTEST:

Stephannie Cottle
City Recorder



CITY COUNCIL AGENDA REPORT

ITEM #3a

DATE: May 20, 2025
TO: Honorable Mayor and Members of the City Council
FROM: Jay Baughman, Assistant City Administrator/Community Development Director
SUBJECT: Maintenance Agreement Review
TYPE: General City Management

PURPOSE:

The City Council will consider approving Maintenance Agreements as allowed in Resolution R-2022-27 for: Joshua Otteson, Scott and Summer Dunn, and David and Laurie MacKay

STAFF RECOMMENDATION:

Staff recommends approving the Maintenance Agreements as allowed in Resolution R-2022-27 with stipulations outlined in this report.

PRIOR COUNCIL DIRECTION:

On July 19, 2022, Council approved Resolution R-2022-27, a resolution adopting the Highland City encroachment policy, approving the maintenance agreement template, and adopting a maintenance agreement application fee. This resolution states that the "private use of public property is regulated by the City in order to ensure that the property remains useful and beneficial for the public. Just as a resident cannot use their neighbor's yard without their neighbor's permission, neither can a resident use the City's property without the City's permission."

The Maintenance Agreement document is the tool developed by the Council to orderly track and manage instances where a resident(s) desires to improve and maintain public property for mutual benefit and the City has determined that it is in the public interest to allow them to do so, subject to terms and agreements defined by the property owner, which is the City of Highland.

BACKGROUND:

Encroachment and Public Land Stewardship

As the Council is aware, there has been an ongoing issue in Highland related to unlawful encroachments. More discussion about the status of the encroachment enforcement project will be discussed as a work session later in the meeting.

"Encroachment" refers to circumstances where a person extends their private property or private uses onto public property or when a person modifies public property without authorization. Encroachment is typically for the benefit of the individual resident, but not the residents of Highland at large. Examples include extensions of residential yards, landscaping, and structures into public parks, open space areas, and trail corridors. This essentially converts public property, acquired and supported by taxpayer dollars, into a private benefit without compensation to the City and its residents. Encroachments may also increase the City's expenses and utility service and maintenance costs.

Some public land that residents have encroached onto are small slivers of natural non-manicured/landscaped open-space that provide open space in residential neighborhoods; others are multi-acre properties reserved for parks and trails. Some of this land is immediately needed and used for a specific benefit to the residents of Highland. Other property is reserved for future needs, while yet other property is kept solely for open-space, aesthetic, and buffering purposes. Regardless of the size of the property, the City acquired and preserved those properties for the benefit of Highland as a whole.

While many residents unintentionally encroached, or unknowingly continued an encroachment started by a previous owner, or improved unimproved land out of an effort to beautify an area, the fact remains that it is City property. The Utah State Constitution prohibits the City from giving away taxpayer property. As such, regardless of the timing, past action or inaction, source of the encroachment, or intention, the City has an obligation to protect City property and to require that unauthorized private encroachments be prohibited and removed. Based on the previously adopted encroachment policy, the only allowed encroachment are those that received authorization from the City by way of a written agreement in the form of a duly authorized Maintenance Agreement (MA).

Maintenance Agreements

As stated previously, MAs are allowed in situations where private improvements on public land provide a benefit to the City. The resolution allows residents to beautify city property for the "benefit of the City and all residents therein." An example of a situation where an MA is suitable is most often found where private landscaped property abuts small areas of public property that is also landscaped or maintained to some extent by the City. For example, some public trail corridors are allowed to be maintained by residents in lieu of the City.

Situations where an MA would not be appropriate would be where a citizen's yard borders a conservation easement, like on the north side of Highland Hollows, where the native landscape and vegetation must be maintained. Some areas of park space or open space owned by the City are intended to remain in their natural state and growth, including the proliferation of natural vegetation thought of as weeds. Where private property borders these areas, they are often subject to encroachment, but because of the desire to maintain the open nature of the land, including access by the public, MAs are not recommended in these areas.

Resolution R-2022-27 gives the following stipulations regarding Maintenance Agreements:

- Encroachments are only permitted by way of an authorized MA
- Residents must explain how the the encroachment benefits the City, rather than just benefiting the resident
- MAs are approved at the sole discretion of the City Council and no person is entitled to one
- MAs grant no property rights, nor do they allow any person to exclude any member of the public from the public property
- MAs have a term of five years, subject to renewal so long as the property owner or resident has complied with all terms and conditions of the MA during the previous term

Encroachment Enforcement and Removal Procedures

Staff in the Community Development Department enforce and remediate encroachment issues in Highland City. The preferred method for rectifying illegal encroachments is voluntary compliance; we seek to obtain this by notifying properties in violation via letter with information regarding the nature of the encroachment complete with aerial photos of the violation clearly marked. The Utah County Parcel

Map, found online at <https://maps.utahcounty.gov/ParcelMap/ParcelMap.html> is available for residents to check their property boundaries. City staff are available to help people understand their boundaries and to come up with a plan to remove encroachments and restore public property to its original state. In instances where an MA is a suitable option, the Agreement is included in the letter. Once that is completed by the resident, it is brought to the Council for consideration. In situations where an MA is not recommended, a Voluntary Correction Agreement is included, and the letter states a timeframe in which the improvements must be removed and what steps the City requires for proper restoration. If the improvements are not removed by the appointed time, the City will hire a landscaping firm to remove the improvements, such as removing and capping sprinklers, and bill the resident for expenses incurred.

While staff was in the process of encroachment enforcement, three properties were found that have applied for MAs. Based on the encroachment policy, staff is bringing them to Council for final decision.

Summary of the Requests

1. Joshua Otteson

- Nature of Encroachment: Approximately 700 square feet of encroached area, plus a structure (see attached application for details).
- Contains a shed, which is considered not consistent with the guidelines in section 9 Permitted and Prohibited Improvements of an MA.
- Resident justification narrative: "I have improved the property (the "Property") which consists of a significant slope that was full of noxious weeds, tumbleweeds, etc. by planting grass and other native flowers and shrubs. The sprinklers that water the grass, flowers, and shrubs are on my property and do not encroach on the Property. The Property is open and is used almost daily by the neighborhood kids to access 10400 (the road Freedom Elementary is on). I hope the City understands that the improvements I have made have decreased the potential for fire risk from the hill improved the look and feel of the slope and provide safe passage for our local elementary school aged kids. I understand the City's interest in its land, I am respectful of it, and I am willing to work with the City in order to make it a safer environment for my family and our community. I understand the obligations of the Maintenance Agreement and will assume liability for the property."
- Staff Comments: Staff does not recommend approval of the MA. Staff visited the site and while there are paths through the brush leading to 10400, they are natural dirt paths through the brush and none of them have been improved by the resident. On the west side of the property in question, the shed blocks easy access to the pathway up the hill beyond it, which leads to a section of 10400 without a sidewalk along a busy road; children should not be encouraged to use this path. Pathways on the east side of the Otteson property lead to a sidewalk, but there is no encroachment there. The main issue of encroachment is the shed on the west side of the property and its placement on public land does not provide a benefit for anyone but the resident. Related to this issue is the need to protect the City's water, sewer, and groundwater drainage infrastructure in the area that could be undermined by improvements in the area.



2. Scott and Summer Dunn

- Nature of Encroachment: Approximately 1100 square feet of irrigable land, which is within allowed parameters (see attached application for details).
- Resident justification narrative: "As the owner of the property, we are sensitive that our landscaping has encroached onto City property and intend to work with the City to find a good solution. The City property related to this submittal was landscaped in 2011. At the time, we were aware of other properties in the area that had similar open spaces that had not been used or maintained by the City and others had proceeded to landscape the property. At which time, we were not aware of any options to purchase or otherwise reach an agreement with the City to maintain the property. Prior to the landscaping in 2011, this specific City property was a dumping ground for grass, branches, rocks, concrete and other debris. When we landscaped our property - we cleaned up and landscaped the City open space. The improvements beautified the space, which has been appreciated by us and users of the Murdock Trail.
We have invested our own money and time to ensure good use of the City property. We have not limited access in any way. Because of this - we propose to leave the existing landscaping, ensuring that it meets the minimum requirements for the City Maintenance Agreement OR purchase the property from the City as we are aware that our other Canterbury neighbors have purchased the same type of property from the City."
- Staff Comments: Staff supports this MA. This city land is an orphan parcel along Murdoch Canal Trail and beauties a popular amenity within the city without requiring city time and resources to maintain.



3. David and Laurie MacKay

- Nature of Encroachment: Approximately 371 square feet of encroachment consisting of sod and trees (see attached application for details).
- Resident justification narrative: "The City property in back of 10431 N Canterbury Dr Highland Utah will be landscaped to increase the beauty of the city trail running in back of 10431 N Canterbury Drive Highland Utah. The landscaping to be maintained consists of the existing 5 trees: 2 spruce trees, 1 lantern tree, 1 tree suspected of being a flowering plum tree, and another tree suspected of being a flowering pear tree. The owners of 10431 N Canterbury Drive will provide sufficient watering/irrigation to maintain these 5 trees. Grasses growing along this strip will be trimmed to be less than 6 inches tall at all times."
- Staff Comments: Staff supports this MA as it beautifies a trail corridor without requiring city time and resources to maintain. Other MAs along this same path have been approved by Council.



Staff Review/Findings

Maintenance plans 2 and three are consistent with the restrictions defined in the Highland City Maintenance Agreement adopted by resolution on July 19th, 2022. Staff does not find that application 3 meets the requirements for an MA due to the shed as noted above.

FISCAL IMPACT:

This action will not have a financial impact on this fiscal year's budget expenditure.

MOTION:

1st MOTION TO DENY(Otteson Application):

I move that City Council deny the open space maintenance agreement with Joshua Otteson, due to the following:

1. The shed/structure on public property is not consistent with the guidelines in section 9 Permitted and Prohibited Improvements of an MA and the improvements are not for the benefit of the public.

2nd MOTION TO APPROVE (Dunn Application):

I move that City Council authorize staff to execute an open space maintenance agreement with Scott and Summer Dunn subject to the following stipulation:

1. All improvements shall be consistent with the proposed maintenance plan submitted with the application.

3rd MOTION TO APPROVE (MacKay Application):

I move that City Council authorize staff to execute an open space maintenance agreement with David and Laurie MacKay subject to the following stipulation:

1. All improvements shall be consistent with the proposed maintenance plan submitted with the application.

ATTACHMENTS:

1. R-2022-27 Adopting the Highland City Encroachment Policy, Approving the Maintenance Agreement Template, and Adopting a Maintenance Agreement Applicati
2. Otteson MA Application_Redacted
3. Dunn MA Application_Redacted
4. MacKay MA Application_Redacted

RESOLUTION NO: R-2022-27

A RESOLUTION ADOPTING THE HIGHLAND CITY ENCROACHMENT POLICY, APPROVING THE MAINTENANCE AGREEMENT TEMPLATE, AND ADOPTING A MAINTENANCE AGREEMENT APPLICATION FEE

WHEREAS, Highland City desires to provide clarity and consistency regarding permitted and prohibited private encroachments on city property;

WHEREAS, Highland City desires to ensure that private use of public property is consistent with City Code restrictions on misuse of public property and the rights of the public to use publicly available city property;

WHEREAS, Highland City desires ensure that its rights to enter, use, and prohibit the private use of public property are maintained while also providing a lawful means by which residents can beautify city property for the benefit of the City and all residents therein;

WHEREAS, the City Council finds that the attached Encroachment Policy and proposed template for a Maintenance Agreement will achieve these goals;

WHEREAS; the City Council desires to establish a reasonable fee to cover the costs to the City of processing and reviewing Maintenance Agreements and related improvement plans;

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

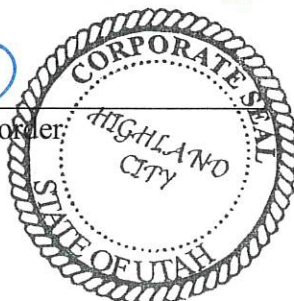
1. The City Council approves and adopts the Highland City Encroachment Policy, which Policy is attached hereto as Exhibit A.
2. The City Council approves and adopts as a template form the Highland City Maintenance Agreement, which template Agreement is attached hereto as Exhibit B, and may be used as set forth in the Policy.
3. The City Council adopts and imposes a \$25.00 application and processing fee, and any applicable recording fees, to be paid in connection with an application for a Maintenance Agreement.
4. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 19th day of July, 2022.


Kurt Ostler, Mayor

ATTESTED:


Stephanie Cottle, City Recorder



COUNCIL MEMBER	YES	NO
Timothy A. Ball	☒	☐
Brittney P. Bills	☒	☐
Sarah D. Petersen	☒	☐
Kim Rodela	☒	☐
Scott L. Smith	☒	☐

HIGHLAND CITY ENCROACHMENT POLICY

I. BACKGROUND AND PURPOSE

Highland City has been a sought-after place to live for years, and it is the goal of the Mayor, Council, Planning Commission, and staff to support the continuation of Highland being a great place to live and raise families. Part of the attraction of Highland is its low density and beautiful natural landscapes. In order to attain and preserve these benefits, the City has acquired a large amount of property throughout the City.

The primary purpose of this public land is to benefit all Highland residents. Some of these parcels are small slivers of natural non-manicured open space land that provide spacing in residential neighborhoods; others are multi-acre properties reserved for parks and trails. Some of this land is immediately needed and used for a specific benefit to the residents of Highland, other property is reserved for future needs, while yet other property is kept solely for open space, aesthetic, and buffering purposes. Regardless of the size of the property, the City acquired and preserved those properties in order to protect the Highland way of life.

The Highland City Council, Mayor, and other City staff, officers, and representatives serve as stewards of this public property and must be vigilant in the protection of tax dollars and city property. Highland City officials and staff recognize and appreciate the time, effort, and resources spent by many residents in voluntarily maintaining and beautifying open space areas for the benefit of their neighbors. Unfortunately, there has been an ongoing and increasing issue in Highland related to encroachments by private citizens onto public property for the purpose of benefitting the citizen but not the residents of Highland at large.

These types of encroachments are unlawful and do not benefit the residents of Highland City. These encroachments convert public property—acquired and supported by taxpayer dollars—into a private benefit without recompense to the City and its residents. Encroachments may increase the City's expenses and utility service and maintenance costs, to the detriment of taxpayer dollars and resident fees.

While many residents unintentionally encroached or unknowingly continued an encroachment started by a previous owner, a resident's intention does not change the City's responsibility to its citizens, nor does it change the ownership of the property in question. Under the Utah Constitution, the City is prohibited from giving away taxpayer property. As such, regardless of the timing, past action or inaction, or source of the encroachment, the City has a constitutional obligation to protect City property and to require that unauthorized private encroachments be prohibited and removed.

Great cities are founded on principles of accountability, respect, and a desire to work together to create a beautiful city. The purpose of this policy is to outline how Highland City officers and staff will support these principles by providing procedures for the removal of illegal encroachments and protection of public property. It is the Mayor and City Council's hope that all residents, including those who encroached unknowingly, are willing to help protect City property for all current and future residents of this wonderful city.

II. PERMITTED AND PROHIBITED ENCROACHMENTS

1. Definitions and Examples

- a. “Encroachment” refers to circumstances where a person extends their private property or private uses onto public property or when a person modifies public property without authorization. An encroachment is treating public property as private property. Most encroachments involve extensions of residential yards, landscaping, and structures into public parks, open space areas, and trail corridors. The only allowed encroachments are those that received prior written authorization from the City by way of a written agreement.
- b. “Public property” refers to property owned by the City. Property being “public” means that it kept by the City for the benefit and use of the public. It does not mean that members of the public have the right to unilaterally or exclusively modify or use the public property for personal purposes. Public property includes parks, trails, city buildings and yards, roads, sidewalks, park strips, and open space areas and remains public even if it is not accessible to or used by most residents.
- c. Private use of public property is regulated by the City in order to ensure that the property remains useful and beneficial for the public. Just as a resident cannot use their neighbor’s yard without their neighbor’s permission, neither can a resident use the City’s property without the City’s permission. The following is a non-exhaustive list of the types of illegal encroachments on City-owned property:
 - i. Building accessory structures such as garages and sheds or installing retaining walls and fencing;
 - ii. Installing above- and below-ground pools, play structures, trampolines, sports equipment, and other recreational equipment or facilities;
 - iii. Installing sprinklers, irrigation lines, sodding, landscaping, grading, curbing, and paving;
 - iv. Planting trees, shrubs, hedges, creating gardens or planters, and creating or extending yard-like spaces;
 - v. Restricting access to or across public property by other members of the public.

2. Maintenance Agreements

- a. The only encroachments that are permitted are those that are specifically authorized by way of a duly authorized Maintenance Agreement.
- b. Maintenance Agreements – Prior to 2022
 - i. Highland City has authorized Maintenance Agreements for many residents to allow those residents to encroach onto certain areas of public property. Those

residents were required to obtain City approval of “Improvement Plans” that detailed the type and extent of the allowed encroachment. These agreements do not give residents any property interest or exclusive right in or to the public property, nor do they allow residents to exclude others members of the public from the property.

- ii. Highland City will no longer approve or extend Maintenance Agreements initially approved prior to 2022. All such currently existing Maintenance Agreements in good standing will continue to be honored; however the Agreements will not be renewed or extended except through a new Maintenance Agreement (see below) that contains terms and requirements in accordance with this policy. All existing Maintenance Agreements will be terminated when their term expires. If the resident has not complied with the terms of the Maintenance Agreement or Improvement Plan, then the Agreement will be terminated and revoked.

c. Maintenance Agreements – 2022 and Beyond

- i. Any property owner or resident who desires to improve, beautify, landscape, maintain, or otherwise encroach upon public property for the benefit of Highland residents as a whole must apply for a new Maintenance Agreement. This includes any person who previously had a Maintenance Agreement that expired or was terminated. The applicant will be required to show and explain how the proposed encroachment benefits the City, rather than just benefitting the applicant.
- ii. Maintenance Agreements may be approved by the City Council based on property circumstances and City needs. The Council may condition Maintenance Agreements on payment of application fees, increased water charges, limitations on allowable uses, and other terms and conditions as the City Council finds are appropriate. No person shall have any right to obtain or enter into a Maintenance Agreement, and the City Council shall have the right, in its sole discretion, to approve or deny a Maintenance Agreement. This Agreement must be recorded with the Utah County Recorder.
- iii. Maintenance Agreements will not grant any person any property right or interest in the public property, nor will the Agreements allow any person to exclude any member of the public from the public property.
- iv. Maintenance Agreements approved by the City Council after adoption of this policy shall have a term of 5 years. Such Agreements may be renewed for additional 5-year terms by city staff upon application by the property owner or resident on the same terms and conditions as the previously authorized Maintenance Agreement, plus any new terms or conditions that are generally required for all Maintenance Agreements, so long as the property owner or resident has complied with all terms and conditions of the Agreement. City staff may refer any request for renewal to the City Council for review and approval.

- v. Any dispute or conflict regarding compliance with the terms and conditions of a Maintenance Agreement, the approval of an improvement plan or remediation plan, the renewal of a Maintenance Agreement, or any other matter regarding Maintenance Agreements shall be referred to the City Council for review and decision.

III. ENCROACHMENT REMOVAL PROCEDURES

1. Voluntary Compliance

The preferred method for rectifying illegal encroachments is voluntary compliance. Highland City encourages all residents to review their property information and boundaries to ensure that they have not encroached on public property. The Utah County Parcel Map, found online at maps.utahcounty.gov/ParcelMap/ParcelMap.html is available for residents to check their property boundaries. City staff are available to help people understand their boundaries and to come up with a plan to remove encroachments and restore public property to its original state.

2. City-Enforced Compliance Procedures

- a. Notice of Encroachment. The City shall mail a written Notice of Encroachment to the responsible property owner, or to all adjacent owners and residents when the responsible party is not apparent, when the City determines that an encroachment exists. The Notice shall summarize the circumstances and type of encroachment, explain the compliance options and timeframes, contain a copy of this policy, and provide City contact information.
- b. Compliance Options
 - i. Removal and Remediation.
 - 1. Resident shall be required to remove all encroachments and restore property to its original or natural state, unless otherwise authorized by the City Council. The resident must submit and obtain City staff approval of resident's plan for remediating the property within thirty (30) days after receipt of the notice of encroachment or denial of a Maintenance Agreement application.
 - 2. Restoration must be completed within one (1) year after receipt of the notice of encroachment. Resident shall schedule with the City an inspection of the property after completing the remediation plan. Resident may request an extension as part of their plan for remediating the property, which extensions may be granted by the Mayor for good cause.
 - ii. Maintenance Agreement. Resident applies for a Maintenance Agreement within thirty (30) days after receipt of the notice of encroachment. The Agreement may or may not be approved with or without conditions, based on a review of the property at issue and the resident's proposed encroachment, as set forth in this

policy. If the Maintenance Agreement is denied, the resident must remove the encroachment and restore the property to its original or natural state.

- iii. Existing Agreement. Resident provides a written copy of their approved Maintenance Agreement and Improvement Plan authorizing the encroachment. So long as the resident has complied with the approved Agreement and Plan, the encroachment shall be permitted to continue for the remaining term of the Agreement. After the Agreement expires, Resident shall be required to remove the encroachment and remediate the property or apply for a new Maintenance Agreement.

3. No Waiver of Rights

It is each resident's responsibility to understand this policy, review their property, and ensure that their landscaping, sprinklers, sheds, pools, and all other private improvements and features are located entirely on their own property and not on City property. The City's failure to send a written notice regarding an encroachment, or the City's failure to follow-up on a written notice regarding an encroachment, does not waive the City's rights to enforce this policy or governing law. The only authorized encroachments are those that have been approved in writing by agreement with the City. All other encroachments are illegal and constitute a trespass on public property. No resident or other person shall interpret or rely on the City's omission, inaction, or failure to exercise any right as approval of an encroachment or as a waiver of any right that the City may have. The City retains and reserves the right at all times to enforce its property rights and any other rights granted under this policy, City Code, and Utah law.

MAINTENANCE AGREEMENT

RESIDENT

Highland City
5400 W. Civic Center Dr., Ste. 1
Highland, Utah 84003

WHEREAS, Highland City ("City") owns certain property ("Property") that that is adjacent to Resident; and

WHEREAS, Resident desires to improve and maintain Property for the public good; and
WHEREAS, City has determined that it is in the public interest to enter into this Agreement;

THEREFORE, in consideration of the promises, covenants, and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

TERMS

1. **PROPERTY.** The Property associated with this Agreement is the city owned property adjacent to Resident's property, specifically described and set forth in Exhibit "A". Property's boundaries shall be established by the City.
2. **AUTHORIZATION TO IMPROVE AND MAINTAIN PROPERTY.** City authorizes Resident to make certain improvements as described herein ("Improvements") and to maintain the Property in a manner that contributes to the beautification of the City. Resident understands that Improvements and maintenance costs are the responsibility of Resident. City shall not be responsible to reimburse, repair, or maintain any Improvements made by Resident, or to indemnify or otherwise compensate Resident for any damage, loss, or injury caused by the City's or the public's use of the Property. Resident understands the purpose of this agreement is to benefit the city as a whole, not to advantage individual homeowners. Resident agrees and acknowledges that the authorization granted herein is sufficient consideration for this Agreement, and that Resident is not entitled to any other consideration or right pursuant to this Agreement.
3. **DUTIES OF RESIDENT.** Resident is responsible for the care, maintenance, upkeep, repairs, and condition of Property, and agrees to comply with all laws and City Ordinances in maintaining Property. Resident shall not allow any nuisance, hazard, or unsightly debris upon Property.
4. **USE OF PROPERTY.** This Agreement does NOT convey any easement, interest, lease or property right to Resident. No use shall interfere with Property's primary purpose as open space or other public uses and purposes, as determined by the City. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. No Highland residents can be barred from using the property, and any attempt by Resident to exclude other residents shall constitute a material breach of this Agreement. Resident's use of Property is non-exclusive. Any uses of Property shall be consistent with a residential character. No commercial uses of the Property are permitted.
5. **COVENANT TO RUN WITH THE LAND.** This Agreement is intended by the parties to run with the land, and its benefits and obligations, including in particular the obligation to remove improvements after termination of this Agreement, shall inure to and bind the successor-owners of Resident's property. Resident shall record this Agreement with the county recorder's office as against Resident's property to notify future owners and shall pay all fees associated therewith, or Resident shall reimburse the City's cost to record the Agreement against Resident's property, if Resident does not record the Agreement.

6. TERM. The term of this Agreement is for five (5) years from the date Resident pay the applicable fee, the Agreement is approved by the City, the Agreement is executed by both parties, and the Agreement is recorded. The Agreement shall automatically terminate, without notice or recourse, after this initial term, unless Resident or the owner of Resident's property requests that the Agreement be renewed. A request for renewal shall require a processing fee, will be reviewed by the City, and may be approved on the same or different terms, as determined solely by the City.
7. TERMINATION. This Agreement may be terminated at any time for any reason by either party, upon written notice to the other party. Upon termination, Resident or the owner of Resident's property shall be responsible for removing without compensation any and all improvements installed by Resident that the City requests be removed. If Resident or the owner of Resident's property fails to remove any such improvements, Resident agrees, for themselves and their successors in interest, that the City may remove the improvements and charge the costs of doing so to Resident or the owner of Resident's property. If the city initiates the termination of the agreement, Resident or the owner of Resident's property shall remove the encroachment within 30 days or as authorized by the City, or have the City remove the same as set forth above.
8. IMPROVEMENT PLAN. Resident agrees not to install Improvements upon encroached Property until it has submitted an Improvement Plan, paid the processing and application fee set by the City Council, and obtained written approval from the City. The Improvement Plan shall show with reasonable detail the planned Improvements and landscape plan. City has the ability to approve or deny any Improvement at its discretion (for general guidelines, *see* 'Permitted and Prohibited Improvements' below). Improvements must be made within 90 days of approval by the City, unless a longer time is expressly granted. If Resident does not follow the approved Improvement Plan, such is considered a material breach of this Agreement and may cause this Agreement to be terminated by City. Resident shall obtain prior City approval of any desired amendments, additions, or changes to the Improvement Plan according to the process set forth in this Agreement.
9. PERMITTED AND PROHIBITED IMPROVEMENTS. The intent of this Agreement is to encourage private initiative and to incentive Resident efforts to beautify City's open space. Both Resident and City benefit from this mutual cooperation. However, City does not want to foster a sense of entitlement on the part of Resident, who does not own or control the Property. To balance these objectives, City has created guidelines to assist all parties in determining what Improvements are appropriate for public open space when it is maintained by a private party. In that spirit, Resident acknowledges that Improvements are intended for the public good, and should not convey the impression that Property is an extension of Resident's own parcel.

Subject to City approval of Improvement Plan, the following Improvements are generally consistent with the character described above; however, each Plan will be reviewed on a case-by-case basis:

- A. The maximum irrigatable space cannot be more than 2500 square feet. Anything over 2500 square feet must be improved and maintained without requiring irrigation or sprinklers. Grass and sprinkler systems may only cover up to 2500 square feet of the Property, and any sprinkler or irrigation system may require a heightened water bill as a consequence of their extra water usage
- B. Grass, small vegetation, flowers and bushes, provided they are not be planted in a manner that "fences" off the space from other users.
- C. Desert landscaping
- D. Small gardens
- E. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

The following items are not consistent with the character described above:

- A. Decks
- B. Landscape boulders
- C. Structures or sheds
- D. Swimming pools
- E. Curbing
- F. Fire pits
- G. Storage of personal belongings, tools, equipment, vehicles or trailers
- H. Trampolines, children's play structures, swings, or attractive nuisances
- I. Any improvement which restricts or limits access to Property
- J. Digging other than for sprinkler installation (Resident agrees to not dig unless the Property has been blue staked)
- K. Any grading of Property unless approved by City in writing
- L. Any Improvement not expressly authorized and approved by City as part of an Improvement Plan
- M. Animals or animal enclosures

- 10. CITY'S RIGHTS UNAFFECTED. Nothing in this Agreement limits the City's or the public's right to and enjoyment of the Property, including access to and right of entry upon Property at any time. City may conduct its own infrastructure and trails maintenance on Property and use Property according to City's needs. City shall not be required to notify Resident prior to entering onto or using the Property.
- 11. ASSUMPTION OF RISK; HOLD HARMLESS. Resident assumes all responsibility for its use, maintenance, or improvement of Property and agrees to indemnify City for any claims arising out of its use, maintenance or improvement of Property.
- 12. NOTICES. Any written notice hereunder to Resident shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Resident at its address set forth above or at such other address as may be last known to City.
- 13. SEVERABILITY. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.
- 14. INTERPRETATION AND ENFORCEMENT. The laws of the State of Utah shall govern the validity, construction, performance and enforcement of this Agreement.

HIGHLAND CITY

Attest:

CITY ADMINISTRATOR

CITY RECORDER

DATE:

RESIDENT

NAME:

DATE:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of
_____ 20____, by _____.

Notary Public

RESIDENT

NAME:

DATE:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of
_____ 20____, by _____.

Notary Public



HIGHLAND CITY

5400 West Civic Center Drive - Suite 1
Highland, UT 84003
Phone 772-4515 Fax 756-6903
Community Development Department

MAINTENANCE AGREEMENT APPLICATION

STAFF USE ONLY

Application Date: ___/___/___ Subdivision/Lot #: _____ Amount Owed: \$25.00

Amount Paid: \$25.00 Received By: SB Receipt #: _____ Cash / Card / Check

Application Number: _____ City Council Meeting Date: _____

Application: Approved/Denied Staff Comments: _____

PETITIONER INFORMATION

Name: Joshua Ottesen

Address: 10436 N. Quail Court Highland, UT 84003

Phone #: [REDACTED]

Email Address: [REDACTED]

Subdivision: Highland Hollows phase II

CHECKLIST

The following is designed to assist you in applying for an open space maintenance agreement on City-owned property:

_____ Narrative. Explain your request for the maintenance agreement and how the property will be landscaped and/or utilized.

_____ Improvement Plan. Identify the property eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property.

_____ Vicinity Map

RESTRICTIONS (see page 2)

The following items are NOT permitted under an open space maintenance agreement:

- Decks, structures, sheds, swimming pools, trampolines, play structures, etc.
- Landscape boulders, curbing, fire pits, etc.
- Storage of personal belongings, tools, equipment, vehicles or trailers

NOTE: The maximum irrigatable space cannot be more than 2500 square feet.

Restrictions

Subject to City approval of Improvement Plan, the following Improvements are generally consistent with the character described above; however, each Plan will be reviewed on a case-by- case basis:

- A. The maximum irrigatable space cannot be more than 2500 square feet. Anything over 2500 square feet must be improved and maintained without requiring irrigation or sprinklers. Grass and sprinkler systems may only cover up to 2500 square feet of the Property, and any sprinkler or irrigation system may require a heightened water bill as a consequence of their extra water usage
- B. Grass, small vegetation, flowers and bushes, provided they are not be planted in a manner that "fences" off the space from other users.
- C. Desert landscaping
- D. Small gardens
- E. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

The following items are not consistent with the character described above:

- A. Decks
- B. Landscape boulders
- C. Structures or sheds
- D. Swimming pools
- E. Curbing
- F. Fire pits
- G. Storage of personal belongings, tools, equipment, vehicles or trailers
- H. Trampolines, children's play structures, swings, or attractive nuisances
- I. Any improvement which restricts or limits access to Property
- J. Digging other than for sprinkler installation (Resident agrees to not dig unless the Property has been blue staked)
- K. Any grading of Property unless approved by City in writing
- L. Any Improvement not expressly authorized and approved by City as part of an Improvement Plan
- M. Animals or animal enclosures

Expiration

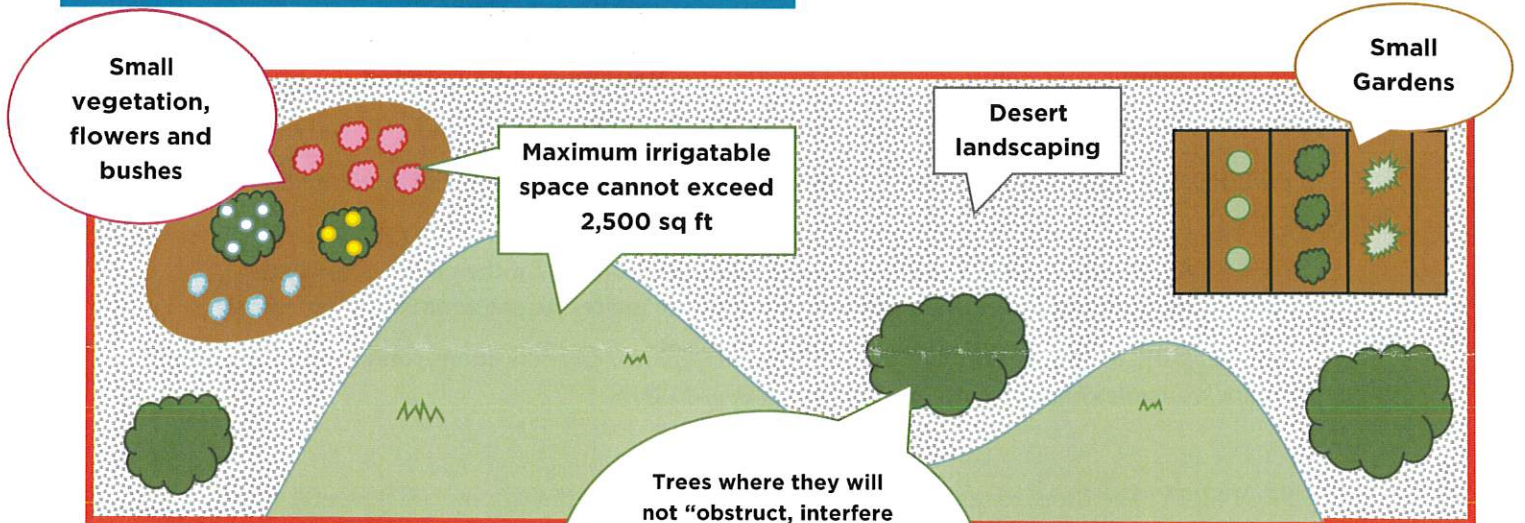
The term of this Agreement is for **five (5)** years. This Agreement may be terminated at any time for any reason by either party, upon written notice to the other party. This Agreement shall also terminate without notice upon the expiration of its term or the sale or other transfer of Resident's property.

MAINTENANCE AGREEMENT

Resolution No: R-2022-27
City Council approval required



HIGHLAND CITY



NOT PERMITTED:

- Decks
- Landscape boulders
- Structures or sheds
- Swimming pools
- Curbing
- Fire pits
- Storage of personal belongings, tools, equipment, vehicles or trailers
- Trampolines, children's play structures, swings, or attractive nuisances
- Any improvement which restricts or limits access to the property (any type of fencing)
- Grading of the property without City approval
- Animals or animal enclosures

Trees where they will not "obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances."

LEGEND:

- City Property with Maintenance Agreement
- Private Property

*No Highland residents can be barred from using the City property, and any attempt by Resident to exclude other residents shall constitute a material breach of this Agreement.

MAINTENANCE AGREEMENT

RESIDENT

Highland City
5400 W. Civic Center Dr., Ste. 1
Highland, Utah 84003

Joshua Offesen
10436 N. Quail Ct.
Highland, UT 84003

WHEREAS, Highland City ("City") owns certain property ("Property") that that is adjacent to Resident; and

WHEREAS, Resident desires to improve and maintain Property for the public good; and
WHEREAS, City has determined that it is in the public interest to enter into this Agreement;

THEREFORE, in consideration of the promises, covenants, and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

TERMS

1. **PROPERTY.** The Property associated with this Agreement is the city owned property adjacent to Resident's property, specifically described and set forth in Exhibit "A". Property's boundaries shall be established by the City.
2. **AUTHORIZATION TO IMPROVE AND MAINTAIN PROPERTY.** City authorizes Resident to make certain improvements as described herein ("Improvements") and to maintain the Property in a manner that contributes to the beautification of the City. Resident understands that Improvements and maintenance costs are the responsibility of Resident. City shall not be responsible to reimburse, repair, or maintain any Improvements made by Resident, or to indemnify or otherwise compensate Resident for any damage, loss, or injury caused by the City's or the public's use of the Property. Resident understands the purpose of this agreement is to benefit the city as a whole, not to advantage individual homeowners. Resident agrees and acknowledges that the authorization granted herein is sufficient consideration for this Agreement, and that Resident is not entitled to any other consideration or right pursuant to this Agreement.
3. **DUTIES OF RESIDENT.** Resident is responsible for the care, maintenance, upkeep, repairs, and condition of Property, and agrees to comply with all laws and City Ordinances in maintaining Property. Resident shall not allow any nuisance, hazard, or unsightly debris upon Property.
4. **USE OF PROPERTY.** This Agreement does NOT convey any easement, interest, lease or property right to Resident. No use shall interfere with Property's primary purpose as open space or other public uses and purposes, as determined by the City. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. No Highland residents can be barred from using the property, and any attempt by Resident to exclude other residents shall constitute a material breach of this Agreement. Resident's use of Property is non-exclusive. Any uses of Property shall be consistent with a residential character. No commercial uses of the Property are permitted.
5. **COVENANT TO RUN WITH THE LAND.** This Agreement is intended by the parties to run with the land, and its benefits and obligations, including in particular the obligation to remove improvements after termination of this Agreement, shall inure to and bind the successor-owners of Resident's property. Resident shall record this Agreement with the county recorder's office as against Resident's property to notify future owners and shall pay all fees associated therewith, or Resident shall reimburse the City's cost to record the Agreement against Resident's property, if Resident does not record the Agreement.

6. TERM. The term of this Agreement is for five (5) years from the date Resident pay the applicable fee, the Agreement is approved by the City, the Agreement is executed by both parties, and the Agreement is recorded. The Agreement shall automatically terminate, without notice or recourse, after this initial term, unless Resident or the owner of Resident's property requests that the Agreement be renewed. A request for renewal shall require a processing fee, will be reviewed by the City, and may be approved on the same or different terms, as determined solely by the City.
7. TERMINATION. This Agreement may be terminated at any time for any reason by either party, upon written notice to the other party. Upon termination, Resident or the owner of Resident's property shall be responsible for removing without compensation any and all improvements installed by Resident that the City requests be removed. If Resident or the owner of Resident's property fails to remove any such improvements, Resident agrees, for themselves and their successors in interest, that the City may remove the improvements and charge the costs of doing so to Resident or the owner of Resident's property. If the city initiates the termination of the agreement, Resident or the owner of Resident's property shall remove the encroachment within 30 days or as authorized by the City, or have the City remove the same as set forth above.
8. IMPROVEMENT PLAN. Resident agrees not to install Improvements upon encroached Property until it has submitted an Improvement Plan, paid the processing and application fee set by the City Council, and obtained written approval from the City. The Improvement Plan shall show with reasonable detail the planned Improvements and landscape plan. City has the ability to approve or deny any Improvement at its discretion (for general guidelines, *see* 'Permitted and Prohibited Improvements' below). Improvements must be made within 90 days of approval by the City, unless a longer time is expressly granted. If Resident does not follow the approved Improvement Plan, such is considered a material breach of this Agreement and may cause this Agreement to be terminated by City. Resident shall obtain prior City approval of any desired amendments, additions, or changes to the Improvement Plan according to the process set forth in this Agreement.
9. PERMITTED AND PROHIBITED IMPROVEMENTS. The intent of this Agreement is to encourage private initiative and to incentive Resident efforts to beautify City's open space. Both Resident and City benefit from this mutual cooperation. However, City does not want to foster a sense of entitlement on the part of Resident, who does not own or control the Property. To balance these objectives, City has created guidelines to assist all parties in determining what Improvements are appropriate for public open space when it is maintained by a private party. In that spirit, Resident acknowledges that Improvements are intended for the public good, and should not convey the impression that Property is an extension of Resident's own parcel.

Subject to City approval of Improvement Plan, the following Improvements are generally consistent with the character described above; however, each Plan will be reviewed on a case-by-case basis:

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The following items are not consistent with the character described above:

- A. Decks
 - B. Landscape boulders
 - C. Structures or sheds
 - D. Swimming pools
 - E. Curbing
 - F. Fire pits
 - G. Storage of personal belongings, tools, equipment, vehicles or trailers
 - H. Trampolines, children's play structures, swings, or attractive nuisances
 - I. Any improvement which restricts or limits access to Property
 - J. Digging other than for sprinkler installation (Resident agrees to not dig unless the Property has been blue staked)
 - K. Any grading of Property unless approved by City in writing
 - L. Any Improvement not expressly authorized and approved by City as part of an Improvement Plan
 - M. Animals or animal enclosures
10. CITY'S RIGHTS UNAFFECTED. Nothing in this Agreement limits the City's or the public's right to and enjoyment of the Property, including access to and right of entry upon Property at any time. City may conduct its own infrastructure and trails maintenance on Property and use Property according to City's needs. City shall not be required to notify Resident prior to entering onto or using the Property.
11. ASSUMPTION OF RISK; HOLD HARMLESS. Resident assumes all responsibility for its use, maintenance, or improvement of Property and agrees to indemnify City for any claims arising out of its use, maintenance or improvement of Property.
12. NOTICES. Any written notice hereunder to Resident shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Resident at its address set forth above or at such other address as may be last known to City.
13. SEVERABILITY. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.
14. INTERPRETATION AND ENFORCEMENT. The laws of the State of Utah shall govern the validity, construction, performance and enforcement of this Agreement.

HIGHLAND CITY

Attest:

CITY ADMINISTRATOR

DATE:

CITY RECORDER

RESIDENT

Josh Ottesen

NAME: Josh Ottesen

DATE: 12-13-2023

STATE OF UTAH)

: SS.

COUNTY OF UTAH)

The foregoing instrument was subscribed and sworn to before me this 13 day of December 2023, by Josh Ottesen.

Michael K Ballantyne

Notary Public

RESIDENT

Brooke Ottesen

NAME: Brooke Ottesen

DATE: 12-13-23

STATE OF UTAH)

: SS.

COUNTY OF UTAH)

The foregoing instrument was subscribed and sworn to before me this 13 day of December 2023, by Brooke Ottesen.

Michael K Ballantyne

Notary Public



I have improved the property (the "Property") which consists of a significant slope that was full of noxious weeds, tumbleweeds, etc. by planting grass and other native flowers and shrubs. The sprinklers that water the grass, flowers and shrubs are on my property and do not encroach on the Property. The Property is open and is used almost daily by the neighborhood kids as a walkway to and from school. It provides a safer way for the neighborhood kids to access 10400 (the road Freedom Elementary school is on).

I hope the City understands that the improvements I have made have decreased the potential fire risk from the hill improved the look and feel of the slope and provide safe passage for our local elementary aged kids. I understand the City's interest in its land, I am respectful of it, and I am willing to work with the City in order to make it a safer environment for my family and our community. I understand the obligations of the Maintenance Agreement and will assume liability for the Property.



HIGHLAND CITY

5400 West Civic Center Drive - Suite 1
Highland, UT 84003
Phone 772-4515 Fax 756-6903
Community Development Department

MAINTENANCE AGREEMENT APPLICATION

STAFF USE ONLY

Application Date: ____ / ____ / ____ Subdivision/Lot #: _____ Amount Owed: \$25.00

Amount Paid: \$ _____ Received By: _____ Receipt #: _____ Cash / Card / Check

Application Number: _____ City Council Meeting Date: _____

Application: Approved/Denied Staff Comments: _____

PETITIONER INFORMATION

Name: Scott & Summer Dunn

Address: 6772 W. Canterbury Dr.

Phone #: [REDACTED]

Email Address: [REDACTED]

Subdivision: Canterbury North Plat "G"

CHECKLIST

The following is designed to assist you in applying for an open space maintenance agreement on City-owned property:

_____ Narrative. Explain your request for the maintenance agreement and how the property will be landscaped and/or utilized.

_____ Improvement Plan. Identify the property eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property.

_____ Vicinity Map

RESTRICTIONS (see page 2)

The following items are NOT permitted under an open space maintenance agreement:

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NOTE: The maximum irrigatable space cannot be more than 2500 square feet.

MAINTENANCE AGREEMENT

RESIDENT

Highland City
5400 W. Civic Center Dr., Ste. 1
Highland, Utah 84003

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HIGHLAND CITY

Attest:

CITY ADMINISTRATOR
DATE:

CITY RECORDER

RESIDENT

NAME:

DATE:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of
_____ 20____, by _____.

Notary Public

RESIDENT

NAME:

DATE:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of
_____ 20____, 'by _____.

Notary Public

Narrative – Maintenance Agreement for 6772 W. Canterbury Drive

We received notice from Highland City last month regarding an encroachment onto City property.

As the owner of the property, we are sensitive that our landscaping has encroached onto City property and intend to work with the City to find a good solution.

The City property related to this submittal was landscaped in 2011. At the time, we were aware of other properties in the area that had similar open spaces that had not been used or maintained by the City and others had proceeded to landscape the property. At which time, we were not aware of any options to purchase or otherwise reach an agreement with the City to maintain the property. Prior to the landscaping in 2011, this specific City property was a dumping ground for grass, branches, rocks, concrete and other debris. When we landscaped our property – we cleaned up and landscaped the City open space. The improvements beautified the space, which has been appreciated by us and users of the Murdock Trail.

We have invested our own money and time to ensure good use of the City property. We have not limited access in any way. Because of this – we propose to leave the existing landscaping, ensuring that it meets the minimum requirements for the City Maintenance Agreement OR purchase the property from the City as we are aware that our other Canterbury neighbors have purchased the same type of property from the City.

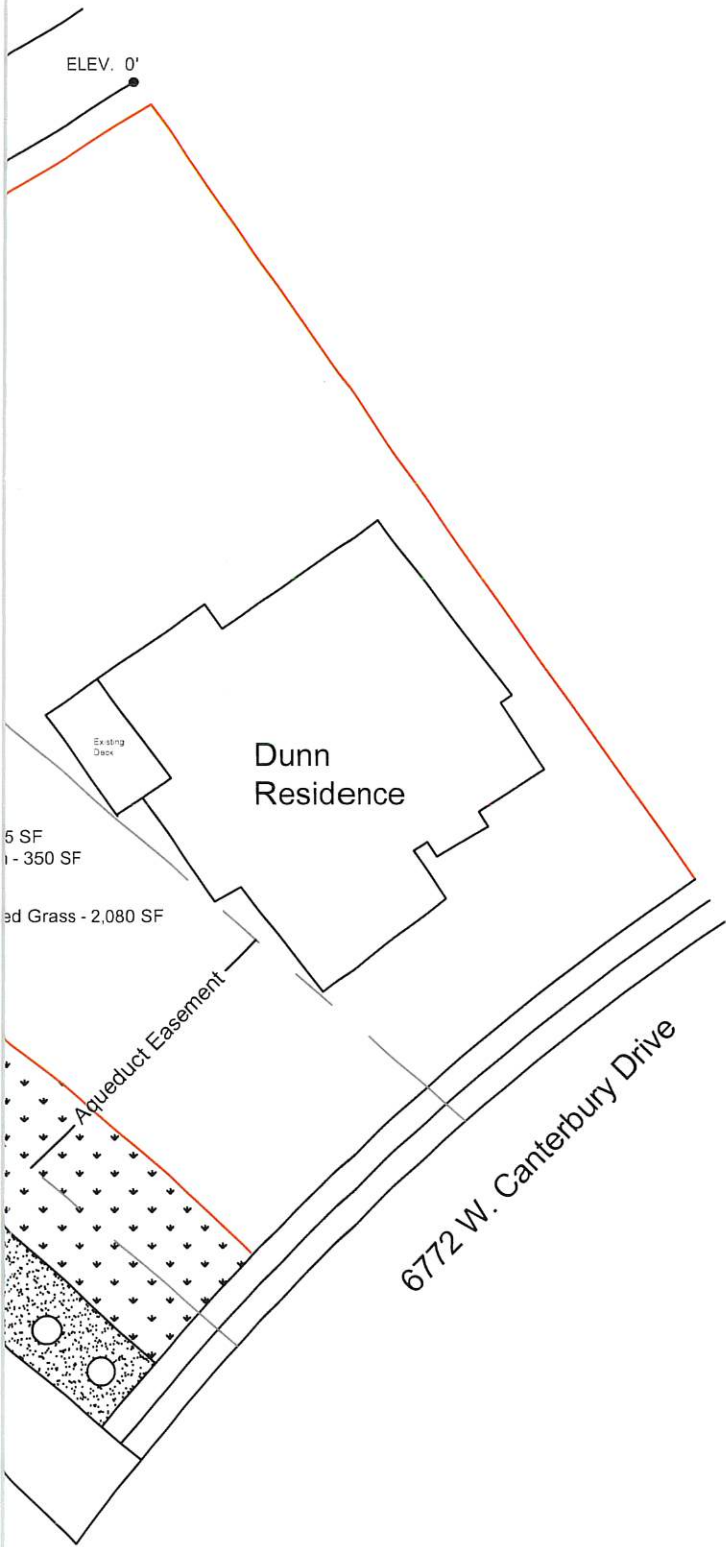
Google Maps

Vicinity Map 6772 W. Canterbury Drive



Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, State of Utah, USDA/FPAC/GEO, Map data ©2023 Google 100 ft

Scale 1"=30'
11x17





HIGHLAND CITY

5400 West Civic Center Drive - Suite 1
Highland, UT 84003
Phone 772-4515 Fax 756-6903
Community Development Department

MAINTENANCE AGREEMENT APPLICATION

STAFF USE ONLY

Application Date: 8 / 28 / 23 Subdivision/Lot #: _____ Amount Owed: \$25.00

Amount Paid: \$25.00 Received By: EM Receipt #: _____ Cash Card / Check

Application Number: _____ City Council Meeting Date: _____

Application: Approved/Denied Staff Comments: _____

PETITIONER INFORMATION

Name: David & Laurie Mackay

Address: 10431 N Canterbury Drive

Phone #: [REDACTED]

Email Address: [REDACTED]

Subdivision: Canterbury North

CHECKLIST

The following is designed to assist you in applying for an open space maintenance agreement on City-owned property:

_____ Narrative. Explain your request for the maintenance agreement and how the property will be landscaped and/or utilized.

_____ Improvement Plan. Identify the property eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property.

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RESTRICTIONS (see page 2)

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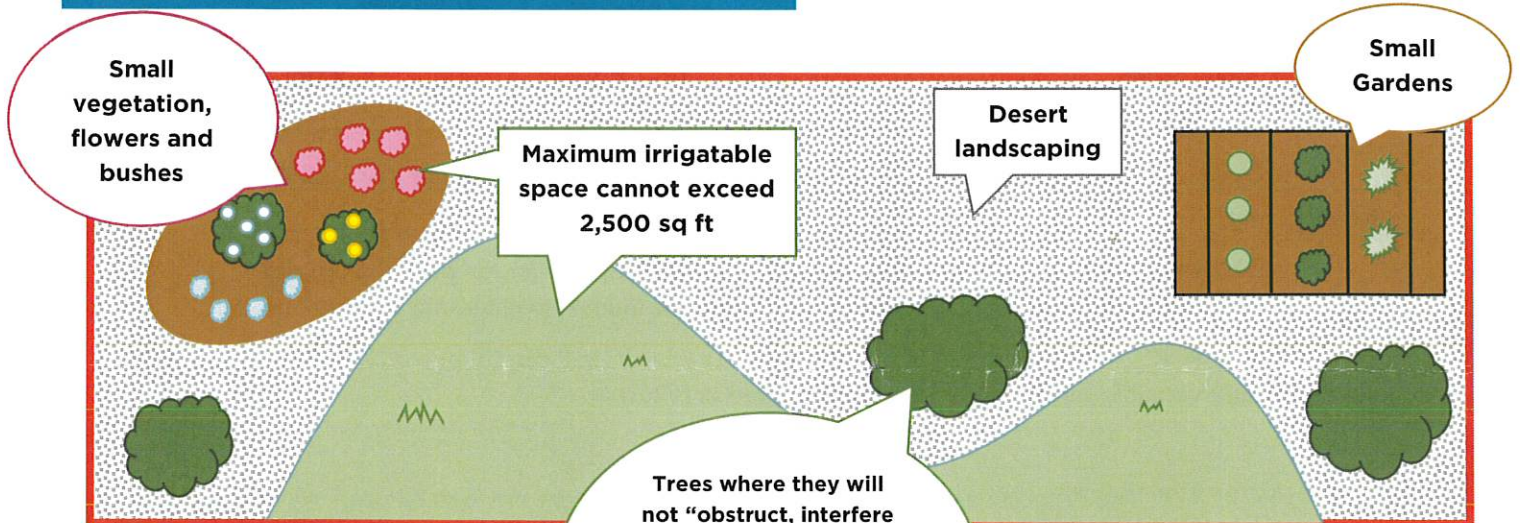
NOTE: The maximum irrigatable space cannot be more than 2500 square feet.

MAINTENANCE AGREEMENT

Resolution No: R-2022-27
City Council approval required



HIGHLAND CITY



NOT PERMITTED:

- Decks
- Landscape boulders
- Structures or sheds
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LEGEND:

- City Property with Maintenance Agreement
- Private Property

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- A. The maximum irrigatable space cannot be more than 2500 square feet. Anything over 2500 square feet must be improved and maintained without requiring irrigation or sprinklers. Grass and sprinkler systems may only cover up to 2500 square feet of the Property, and any sprinkler or irrigation system may require a heightened water bill as a consequence of their extra water usage
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- E. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

RESIDENT

NAME:

DATE:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of
_____ 20____, by _____.

Notary Public

RESIDENT

NAME:

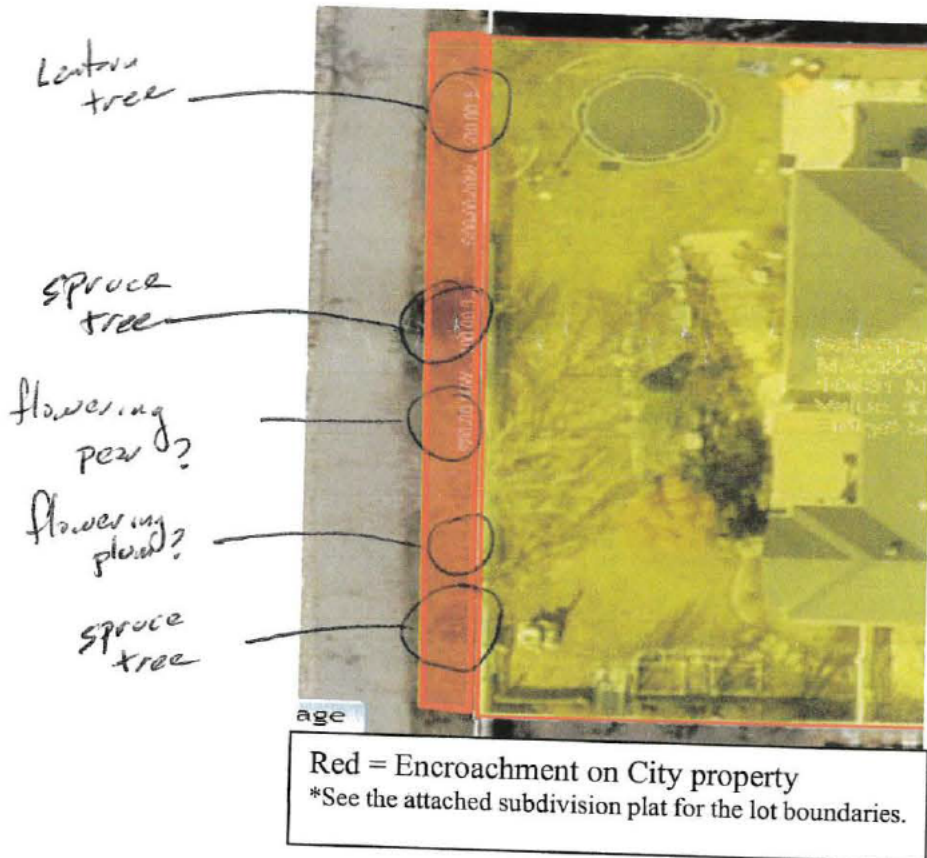
DATE:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of
_____ 20____, by _____.

Notary Public

The City property in back of 10431 N Canterbury Dr Highland Utah will be landscaped to increase the beauty of the city trail running in back of 10431 N Canterbury Drive Highland Utah. The landscaping to be maintained consists of the existing 5 trees: 2 spruce trees, 1 lantern tree, 1 tree suspected of being a flowering plum tree, and another tree suspected of being a flowering pear tree. The owners of 10431 N Canterbury Drive will provide sufficient watering/irrigation to maintain these 5 trees. Grasses growing along this strip will be trimmed to be less than 6 inches tall at all times.





CITY COUNCIL AGENDA REPORT

ITEM #4a

DATE: May 20, 2025
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Daycare Development Agreement
TYPE: Land Use (Legislative)

PURPOSE:

The City Council will give direction on whether the Council is amenable to a legislative development agreement to facilitate the construction of a daycare facility within the PO zone on the Professional Office "B" site.

STAFF RECOMMENDATION:

Staff recommends that the Council consider the daycare proposal and give direction to staff and the potential applicant as to whether the Council is amenable to a one-off legislative development agreement for this site or if the Council would prefer to address this site as part of updating the PO zone holistically.

PRIOR COUNCIL DIRECTION:

The Council has discussed the City's professional office (PO) zone on several occasions recently. On April 15, 2025, the City Council formally rejected a proposed text amendment for the PO zone from Patterson Homes, but gave staff direction to begin working on staff-led code changes.

BACKGROUND:

Staff has not yet presented code changes for the PO zone to the Planning Commission or Council. Despite this, staff wanted to bring this item to the Council because staff believes that this proposal may resolve some concerns with the relevant portion of the PO zone and facilitate a business that is needed in Highland.

Staff was approached by a potential developer who wants to establish a large, commercial daycare facility in Highland within the PO zone. Specifically, on the "Professional Office 'B'" site from the original master plan. This is the site on the west side of Highland Blvd., south of the storage units. In the original master plan, this site was planned to have two buildings (buildings 4 and 6), each with three floors (basement + two above-ground floors). Those buildings are currently planned to each have an approximate 3,400 square foot footprint (6,800 square foot combined footprint), with the buildings being 9,400 square feet in total between all three floors of each building (combined 18,800 square feet).

The site and building as proposed by the daycare client would be for a single building on the site, one story, 10,200 square feet, with pitched roofs and more traditional residential architecture. This would be a larger footprint than the original two planned buildings (6,800 square feet vs 10,200 square feet), but overall the massing would be smaller (18,800 square feet vs 10,200 square feet). The height would also

likely be less with the daycare proposal, as the structure would be one story vs. two two-story buildings.

While staff understood the Council's and Commission's direction to address the PO zone holistically, the daycare client desires a shorter timeframe than staff could meet with the PO zone update. Further, staff believes that this proposal may resolve several concerns residents had with this site. During the recent text amendment process, residents expressed concern with the master plan for this site, specifically with the planned two-story height for the building and the number of buildings. The daycare proposal would be a single, single-story building, which seems to align better with the expressed desires of the residents.

The daycare client is asking for the City to consider entering into a legislative development agreement that establishes a development plan and conditions specific to this site that override the general PO zone regulations. Under Utah Code 10-9a-532, cities are authorized to enter into development agreements for terms related to "a master planned development," and cities can enter into development agreements that deviate from adopted zoning regulations if the city follows the same process for adoption of a land use regulation, including public hearings and review and recommendation from the planning commission.

Staff and the daycare client are looking for direction from the Council as to whether the Council would be amenable to a site-specific development agreement that allows for the building and site improvements as generally proposed by the client. Staff and the City could also include in that development agreement terms related to improvement/landscaping of the medians, sidewalk construction, and other details to complete the development of that area of the PO zone to City desired standards.

If the Council is supportive of this request, staff will work with the daycare applicant to prepare a draft development agreement, take it to the Planning Commission for review and recommendation in June, and then bring it to the Council for potential approval in July. If the Council would prefer to wait for staff to propose holistic amendments to the PO zone, staff will continue working on those amendments and include the daycare client as a stakeholder, if the client desires.

FISCAL IMPACT:

No anticipated fiscal impact other than standard development and permit fees.

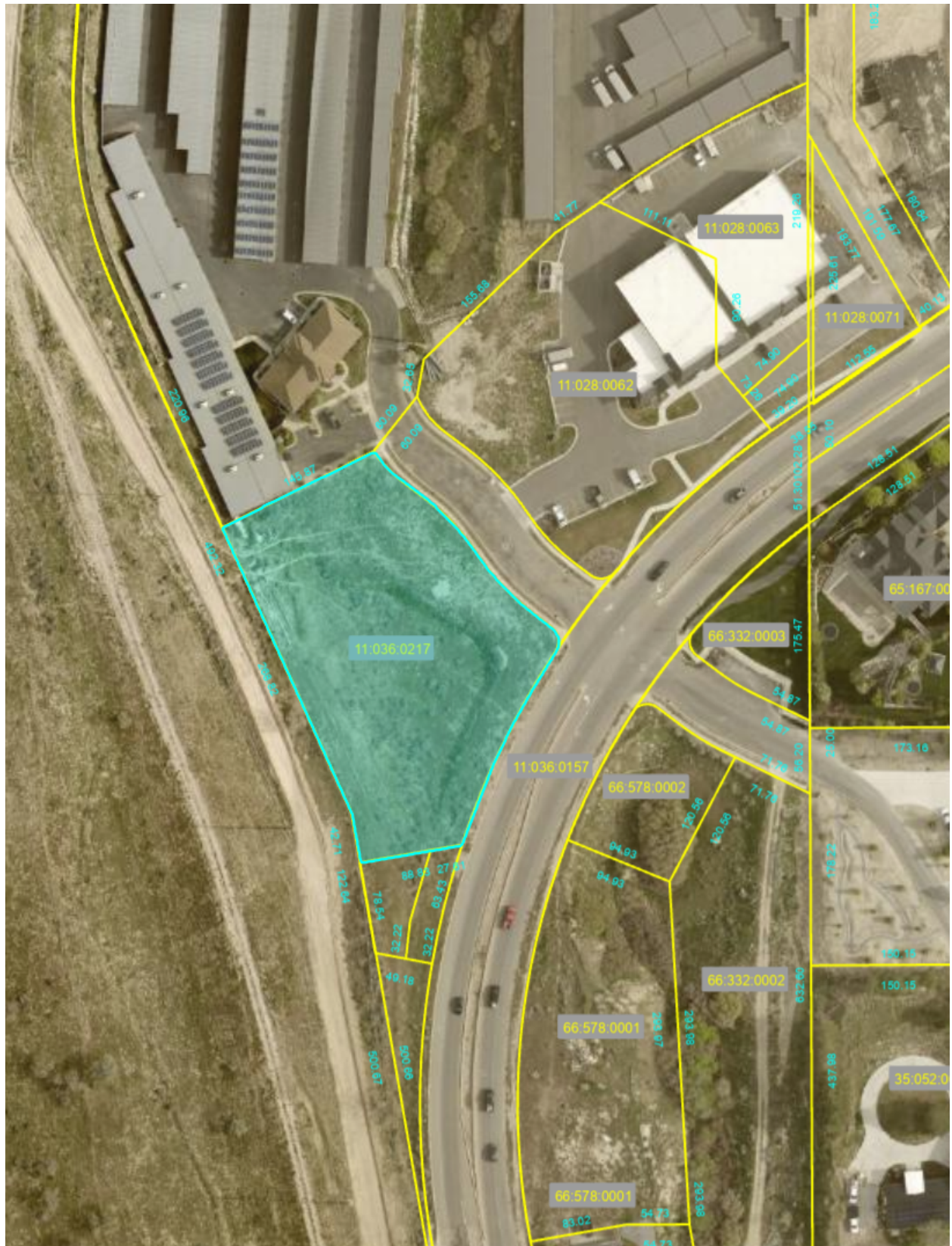
MOTION:

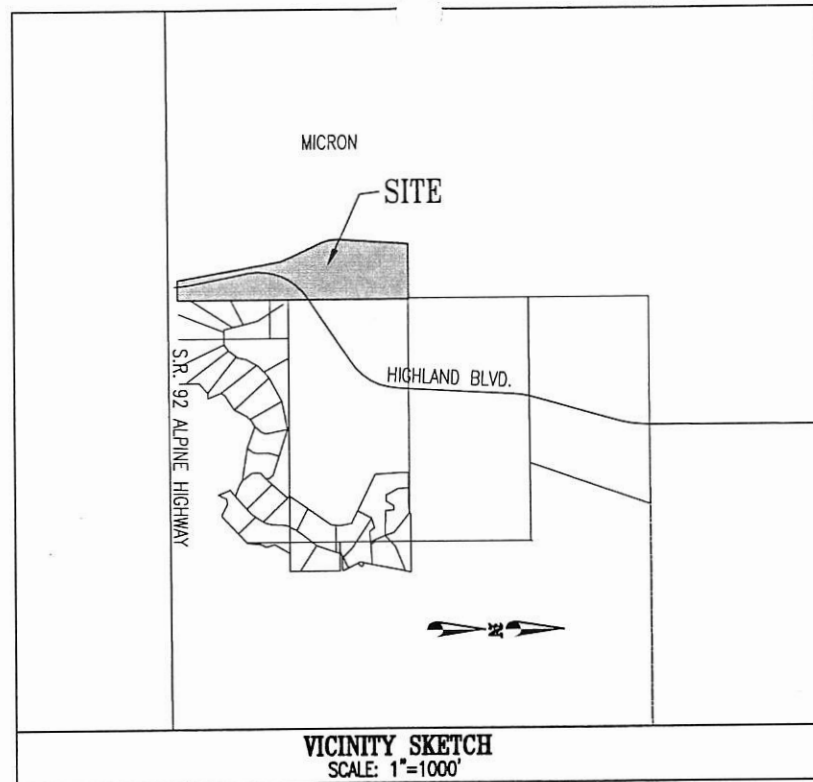
No action - for discussion only.

ATTACHMENTS:

1. VICINITY MAP
2. PO Zone Ex A Amended Site Plan
3. Pages from PO Zone Exhibit C - Building Design
4. Highland Daycare Concept Site Plan
5. Pitched Roof Concept Elevation

VICINITY MAP ~11200 N HIGHLAND BLVD





STORAGE TABULATIONS

BUILDING LETTER	SIZE OF BUILDING
A	16,050 SF
B	6,300 SF
C	11,520 SF
D	12,000 SF
E	1,600 SF
F	4,050 SF
G	2,220 SF
H	2,750 SF
I	2,500 SF
J	3,000 SF
K	1,800 SF
L	1,400 SF
M	3,600 SF
N	4,800 SF
O	7,200 SF
P	8,400 SF
Q	6,100 SF
R	11,600 SF
S	10,150 SF
T	8,700 SF
U	12,000 SF
V	9,700 SF
W	9,000 SF
X	1,200 SF
Y	2,850 SF
Z	9,300 SF
AA	3,150 SF
BB	9,300 SF
CC	6,400 SF
DD	8,300 SF
TOTAL UNITS	196,940 SF

GENERAL NOTES

1. THIS PLAN PRESENTED AS PART OF NEW HIGHLAND CITY PROFESSIONAL OFFICE ZONE.
2. DEVELOPMENT DENSITIES, BUILDING AREAS, & GENERAL LAYOUT ALREADY ESTABLISHED AS PER SETTLEMENT AGREEMENT BETWEEN CITY, SUNCREST, & SUNSET MT.
3. HIGHLAND BLVD. (FORMERLY SUNCREST DRIVE) TO BE CONSTRUCTED BY SUNCREST DEVELOPMENT AS PER AGREEMENT.
4. SEE SEPERATE LANDSCAPE ANALYSIS AND PLAN.
5. CONSTRUCTION OF OFFICE BUILDINGS & STORAGE UNITS MAY BE PHASED.

LOT CALCULATIONS

PROFESSIONAL OFFICE A	1.93 AC
BUILDINGS	20,400 SF
OPEN SPACE	0.98 AC 51%
PARKING/DRIVES	0.71 AC 37%
PARKING STALLS	77 STALLS
PROFESSIONAL OFFICE B	1.29 AC
BUILDINGS	13,600 SF 24%
OPEN SPACE	0.42 AC 33%
PARKING/DRIVES	0.56 AC 43%
PARKING STALLS	57 STALLS
PROFESSIONAL OFFICE C	1.29 AC
BUILDINGS	13,600 SF 24%
OPEN SPACE	0.28 AC 21%
PARKING/DRIVES	0.70 AC 54%
PARKING STALLS	60 STALLS

BOUNDARY DESCRIPTION

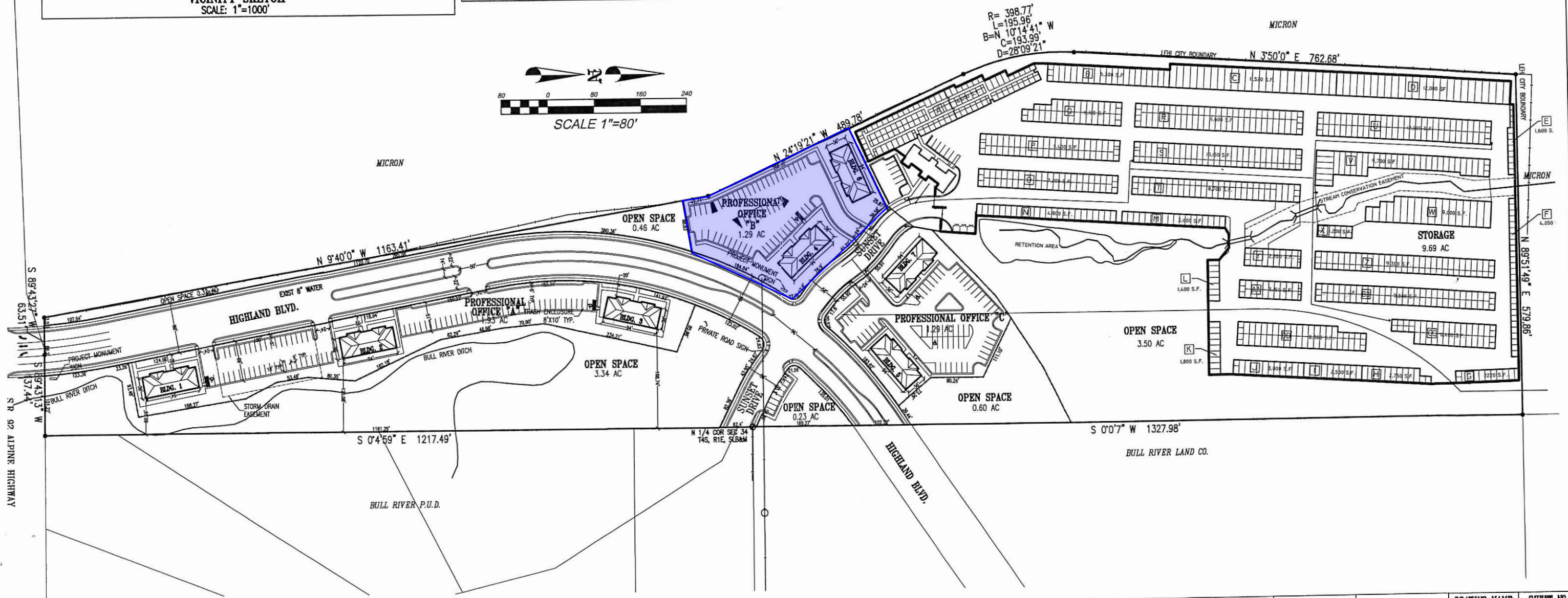
BEGINNING AT A POINT WHICH IS THE NORTH QUARTER CORNER OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

RUNNING THENCE S 00°04'59" E 1217.49 FEET; THENCE S 89°43'13" W 137.44 FEET; THENCE S 89°43'27" W 63.51 FEET; THENCE N 09°40'00" W 1163.41 FEET; THENCE N 24°19'21" W 489.78 FEET; THENCE ALONG THE ARC OF A 398.77 FOOT RADIUS CURVE TO THE RIGHT 195.96 FEET (CURVE HAS A CENTRAL ANGLE OF 28°09'21" AND A CHORD BEARING N 10°14'41" W 193.99 FEET); THENCE N 03°50'00" E 762.68 FEET; THENCE N 89°51'49" E 579.86 FEET; THENCE S 00°00'07" W 1327.98 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 26.22 ACRES

TABULATIONS

TOTAL PROPERTY	26.22 AC
HIGHLAND BLVD	3.03 AC
NET DEVELOPED AREA	23.19 AC 100.0%
SUNSET DRIVE	0.49 AC 2.1%
PROFESSIONAL OFFICE A	1.93 AC 8.3%
PROFESSIONAL OFFICE B	1.29 AC 5.6%
PROFESSIONAL OFFICE C	1.29 AC 5.6%
STORAGE UNITS	9.69 AC 41.8%
STREAM CONSERVATION EASEMENT	0.36 AC 1.5%
OPEN SPACE BY STORAGE	3.50 AC 15.1%
OPEN SPACE BY BULL RIVER DITCH	3.57 AC 15.4%
OPEN SPACE BY HIGHLAND BLVD.	0.46 AC 2.0%
OPEN SPACE BY OFFICE C	0.60 AC 2.6%
TOTAL ACCESSIBLE OPEN SPACE	8.13 AC 35.1%



Building 4

Specifications:

Two story building
3400 sq ft main floor
3000 sq ft upstairs
3000 sq ft basement

Building Materials

Front and sides-
 Cultured Stone
 Shingle Siding- hardy plank
 Wood Trim- resawn & stained facia material and/or natural timber
Rear- stone trim with stucco
Colors- earth tones or muted variations as per renderings
 Emphasis on grey, brown and green
Matching colored window frames
Aged metal accents
Roofing Materials- Heavy grade asphalt 1/4" thickness (appearance of shingles)

Building 6

Specifications:

Two story building
3400 sq ft main floor
3000 sq ft upstairs
3000 sq ft basement

Building Materials

Front and sides-

Cultured Stone

Shingle Siding- hardy plank

Wood Trim- resawn & stained fascia material and/or natural timber

Rear- stone trim with stucco

Colors- earth tones or muted variations as per renderings

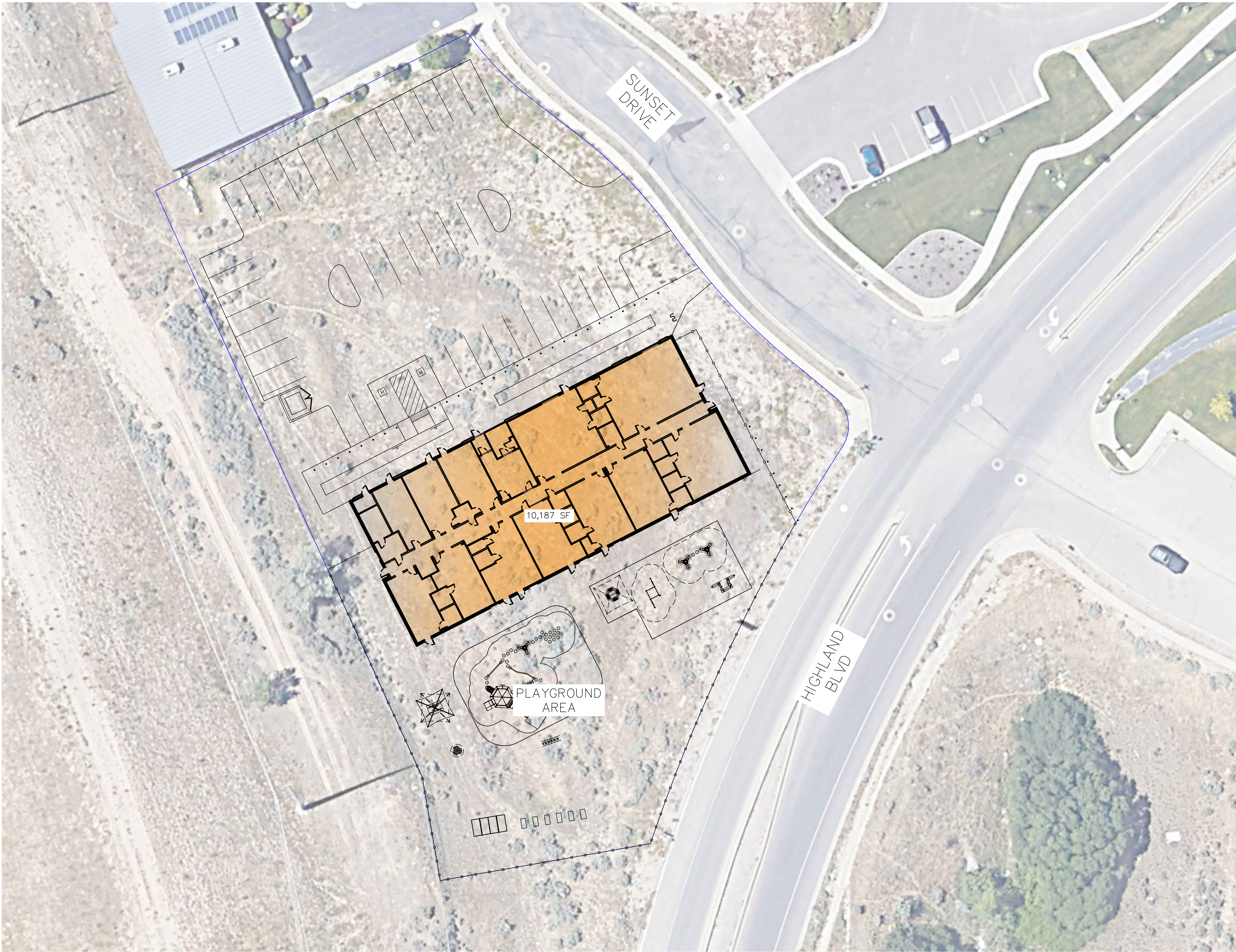
Emphasis on grey, brown and green

Matching colored window frames

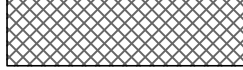
Aged metal accents

Roofing Materials- Heavy grade asphalt 1/4" thickness (appearance of shingles)

THOMAS C:\Users\Thomas.VD.000\Hunt Day\Dropbox\Projects\102-51 Highlands CCO\Highland Childrens Courtyard_B 5/1/2024 4:35 PM



Legend

-  = ADA ROUTE - NOT TO EXCEED A RUNNING SLOPE GREATER THAN 4.5% OR CROSS SLOPE GREATER THAN 1.5%
-  = ADA AREA - NOT TO EXCEED SLOPE GREATER THAN 1.5% IN ANY DIRECTION
-  = SPILL CURB, SEE APPLICABLE CURBING DETAIL

Site Data

LOCATION: HIGHLAND, UTAH COUNTY, UTAH

PROPERTY SIZE: 1.30 AC
BUILDING FOOTPRINT: 10,187 SF (X.X%)
HARD SURFACE AREA: XX,XXX SF (X.X%)
LANDSCAPE AREA: XX,XXX SF (X.X%)

PARKING: 3 STALL / 1,000 SF
10,187 SF / 1,000 SF x 3 = 31 STALLS REQUIRED
41 STALLS PROVIDED
INCLUDING 1 ADA + 1 VAN ADA

2 BICYCLE PARKING PROVIDED

Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF FIELD CONDITIONS VARY FROM SHOWN AT MOBILIZATION, CONTRACTOR TO PROVIDE NOTICE TO THE OWNER AND ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.



HUNT • DAY

3445 Antelope Drive, St 200
Syracuse, UT 84075
PH: 801.664.4724
EM: Thomas@HuntDay.co

PROJECT TITLE

HIGHLAND BLVD & SUNSET DRIVE
HIGHLAND, UT

LOCATED IN THE NORTH HALF OF SECTION 25,
TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

REVISIONS

REV.	DATE	DESCRIPTION	BY

SEAL

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING
0'  1'
IF NOT ONE INCH ON THIS SHEET, ADJUST
SCALES ACCORDINGLY

PROJECT INFO.

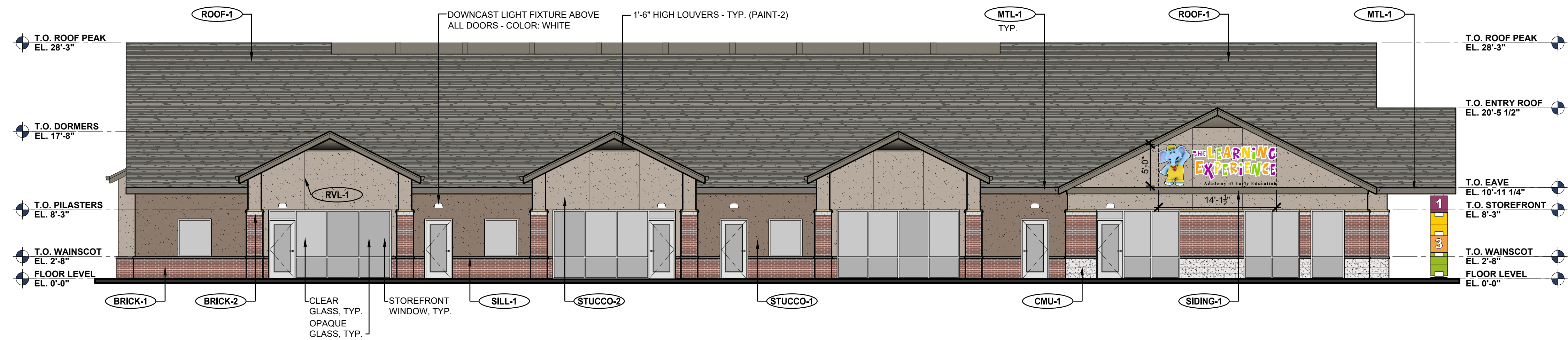
Engineer: T. Hunt
Drawn: T. Pridemore
Date: 05 / 01 / 2024
Proj. No. 102 - 52

SHEET TITLE

####

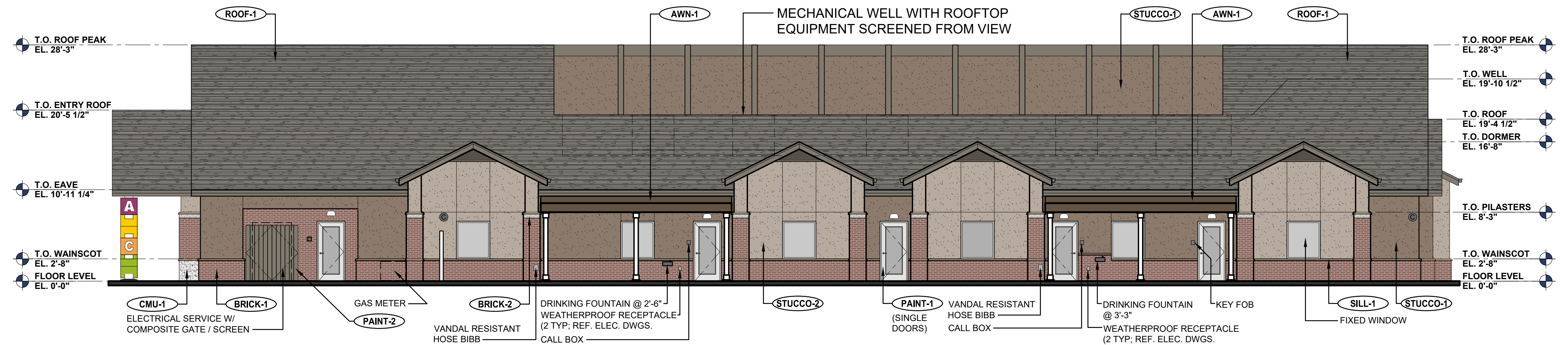
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SHEET NO.



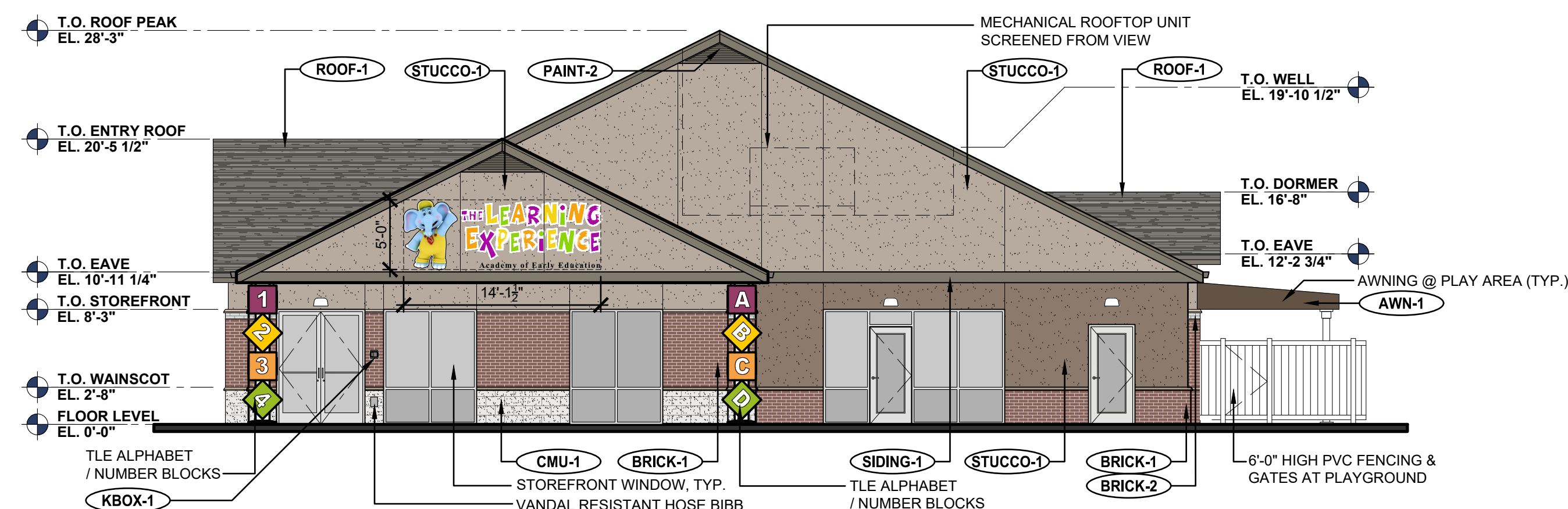
1 PROPOSED LEFT ELEVATION (SOUTH)

SCALE: 1/8"= 1'-0"



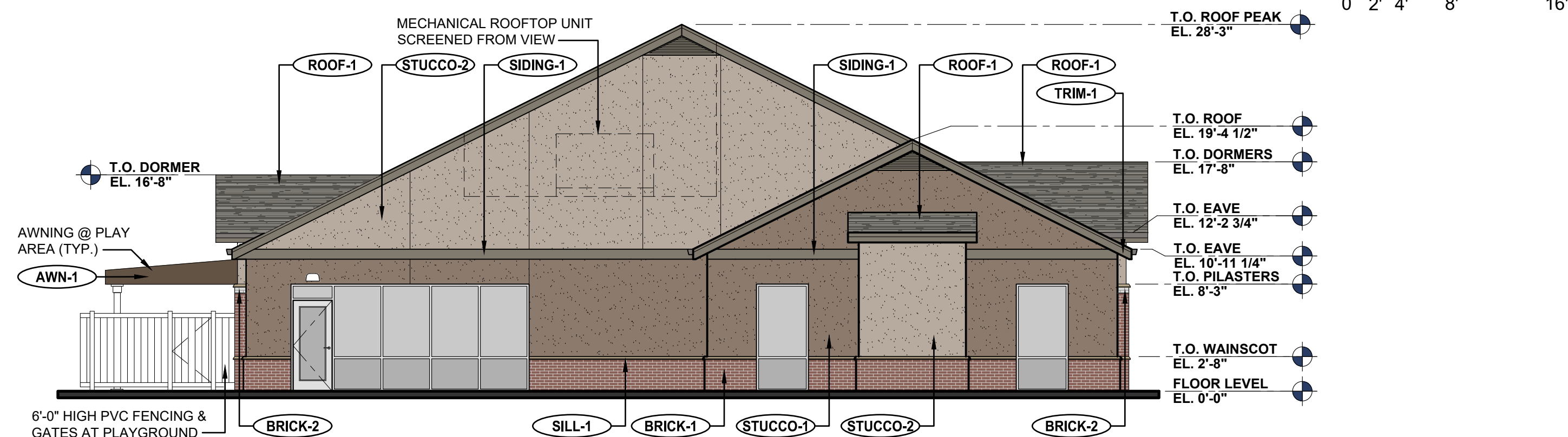
2 PROPOSED RIGHT ELEVATION (NORTH)

SCALE: 1/8"= 1'-0"



3 PROPOSED FRONT ELEVATION (EAST)

SCALE: 3/16"= 1'-0"



4 PROPOSED REAR ELEVATION (WEST)

SCALE: 3/16"= 1'-0"



CITY COUNCIL AGENDA REPORT

ITEM #4b

DATE: May 20, 2025
TO: Honorable Mayor and Members of the City Council
FROM: Chris Trusty, City Engineer/Public Works Director
SUBJECT: Dry Creek Lift Station Property and Generator Purchase
TYPE: General City Management

PURPOSE:

The City Council will discuss the purchase of a generator and additional land for the Dry Creek lift station.

STAFF RECOMMENDATION:

Staff recommends purchasing a generator and additional property for the Dry Creek lift station.

PRIOR COUNCIL DIRECTION:

On June 18, 2024, Council approved the FY25 City budget which included \$250,000 for the purchase of a generator and additional property for the Dry Creek lift station.

BACKGROUND:

The Dry Creek lift station is the only lift station in the city which does not currently have an onsite generator. There is a natural gas-powered motor that could service the building should there be a loss of power, but the motor gets very hot during operation and relies on a battery to be turned on in the event of a power outage. Having a generator provides a more reliable backup system for the lift station and related systems should there be a loss of power. Additionally, the motor can only operate one of the two lift station pumps, so this limits the lift stations capacity and redundancy.

The lift station currently sits on a permanent easement, but the existing easement is not sufficiently large enough to also accommodate a generator. An additional 800 square feet is needed to place the generator. In order to install the generator, the City could either purchase an expansion of the permanent easement or purchase the needed property along with the current permanent easement outright. The area is currently already in a conservation easement and is across the creek from the main residence.

FISCAL IMPACT:

Funding for this expense is included in GL 52-40-73 Capital Expenses/ Projects within the FY25 budget.

MOTION:

Not applicable. This item is for discussion purposes and will be brought back to Council for future action, dependent on the direction given.

ATTACHMENTS:

1. Parcel Figure
2. Property Plat



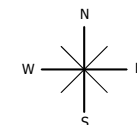
Utah County Parcel Map

Parcel Map

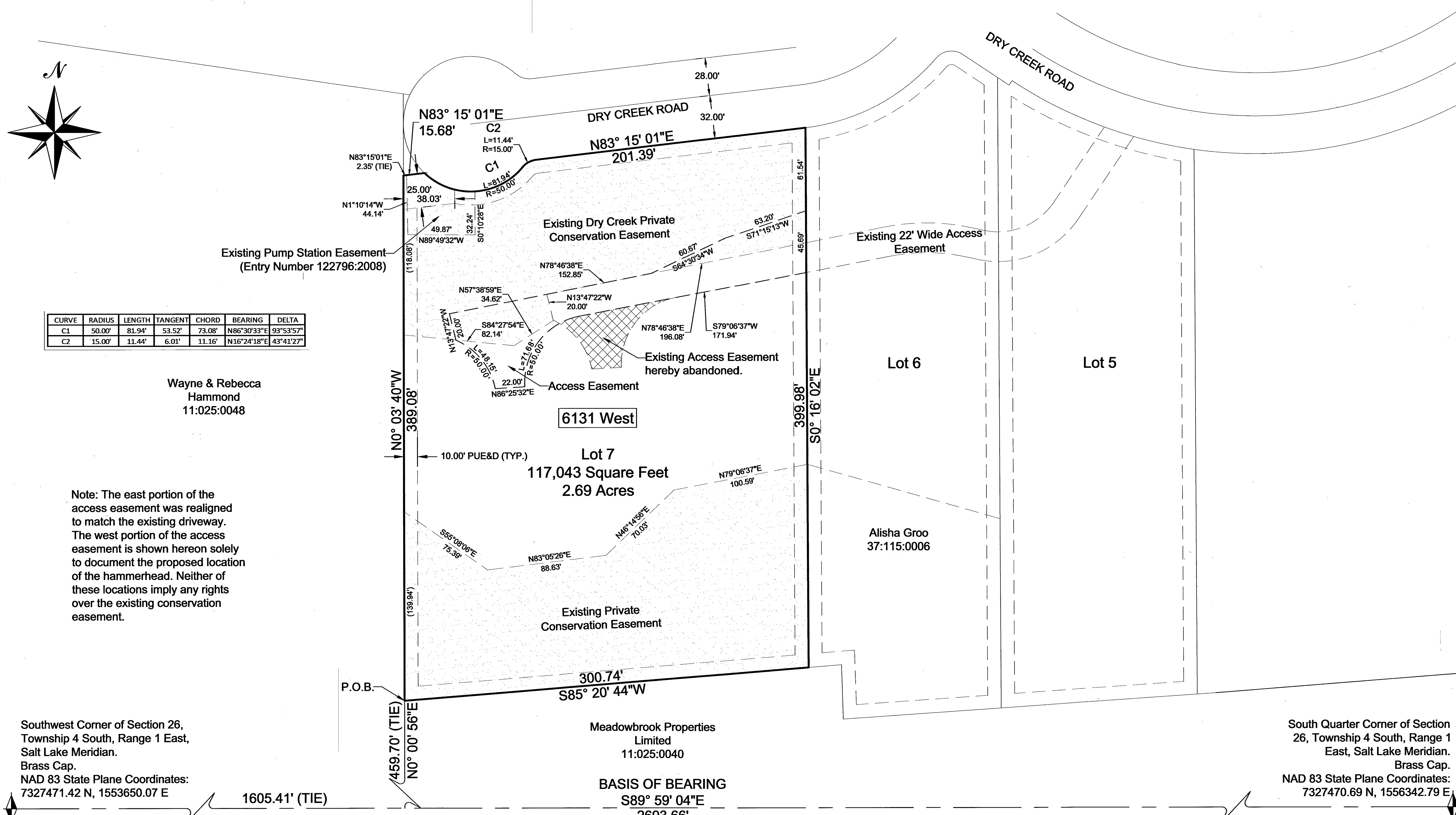
1 inch equals 23.5 feet

Date: 1/22/2025

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.



DRY CREEK SUBDIVISION-PHASE 1 AMENDMENT

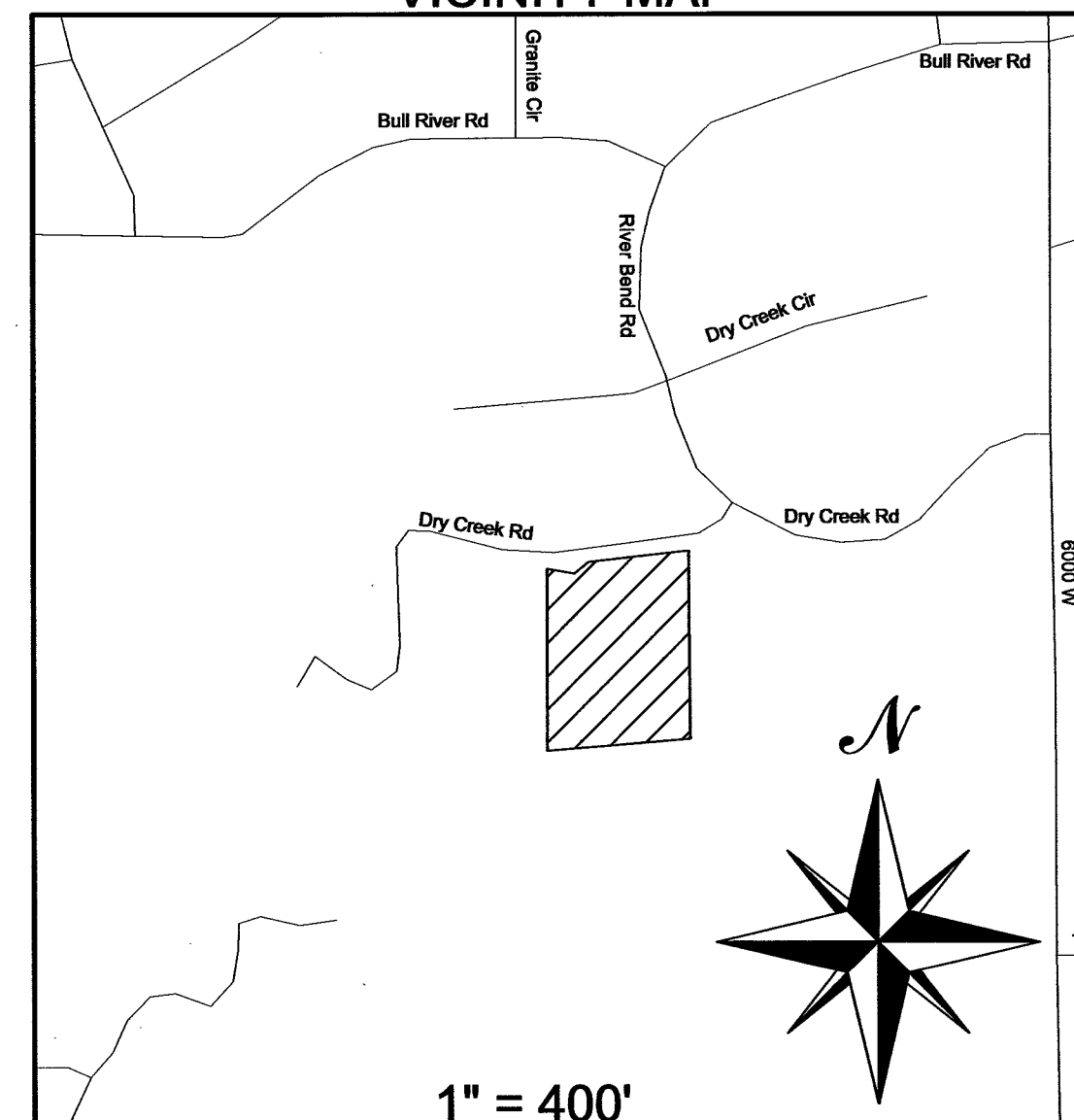


Southwest Corner of Section 26,
Township 4 South, Range 1 East,
Salt Lake Meridian.
Brass Cap.
NAD 83 State Plane Coordinates:
7327471.42 N, 1553650.07 E
1605.41' (TIE)

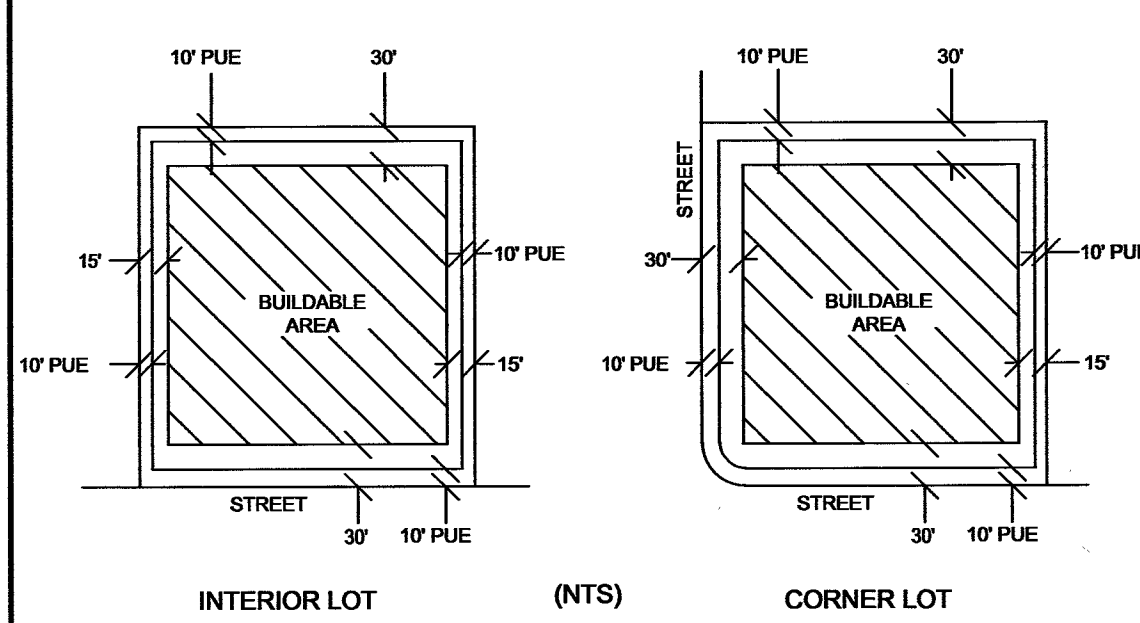
Meadowbrook Properties
Limited
11:025:0040
BASIS OF BEARING
S89° 59' 04"E
2693.66'

South Quarter Corner of Section
26, Township 4 South, Range 1
East, Salt Lake Meridian.
Brass Cap.
NAD 83 State Plane Coordinates:
7327470.69 N, 1556342.79 E

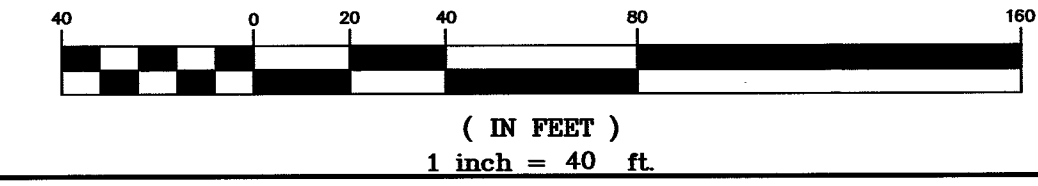
VICINITY MAP



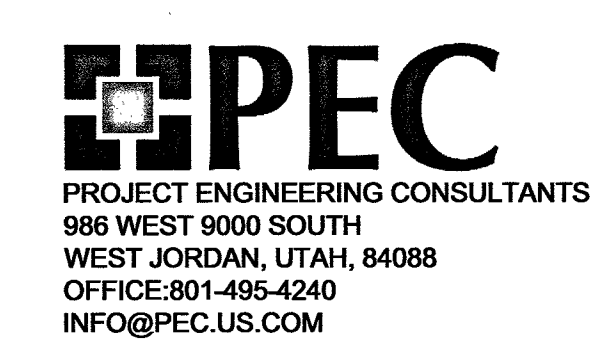
TYPICAL BUILDING SETBACKS



GRAPHIC SCALE



DEVELOPER/OWNER:
Tracy Burnham
3231 N Millcreek Road
Pleasant Grove, Utah 84062
801-404-0368



DOMINION ENERGY COMPANY

Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's right-of-way department.

Approved this 18 day of February, 2020, Dominion Energy Company By: [Signature] Title: Pres-Const

UTILITIES APPROVAL

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the Public Utilities Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove such structures at the owner's expense, or the utility may remove such structures at the owner's expense. At no time any permanent structures be placed within the PUE or any other obstructions with interferes with the use of the PUE with out the prior written approval of the utilities with facilities in the PUE.

Rocky Mtn. Power: [Signature] Centurylink: [Signature] Comcast: [Signature]

Date: 2/19/2020 Date: 2/19/2020 Date: 2-18-20

SURVEYOR'S CERTIFICATE

I, JEFFREY C. STROMBERG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 202719, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PARCELS AND STREETS TOGETHER WITH EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

ALL OF LOTS 7 AND 8 OF THE DRY CREEK SUBDIVISION - PHASE 1 AS RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, WHICH POINT BEING 1805.41 FEET SOUTH 89°59'04" EAST ALONG THE SOUTH SECTION LINE OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND 459.70 FEET NORTH 00°00'56" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 26 AND RUNNING THENCE

COURSE	DISTANCE	REMARKS
N 00°03'40" W	389.08'	ALONG THE WEST LINE OF SAID LOT 8; THENCE
N 83°15'01" E	15.68'	ALONG THE NORTH LINE OF SAID LOT 8 TO A POINT ON A 50.00' RADIUS CURVE TO THE LEFT; THENCE
	81.94'	ALONG SAID CURVE, CHORD BEARS N 80°30'33" E 73.08' TO A POINT ON A 15.00' RADIUS REVERSE CURVE TO THE RIGHT; THENCE
N 83°15'01" E	11.44'	ALONG SAID CURVE, CHORD BEARS N 81°24'18" E 11.16'; THENCE
S 00°16'02" E	201.39'	ALONG THE NORTH LINES OF SAID LOTS 7 AND 8 TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE
S 00°16'02" E	399.98'	ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE
S 85°20'44" W	300.74'	ALONG THE SOUTH LINES OF SAID LOTS 7 AND 8 TO THE POINT OF BEGINNING.

TOTAL ACREAGE: 2.69
DATE: 2/11/2020
DATE: 2/11/2020
DATE: 2/11/2020

OWNERS' DEDICATION

WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. THE PUBLIC UTILITY EASEMENTS TO ALL PROVIDERS, PUBLIC OR PRIVATE, AND THE IRRIGATION EASEMENTS TO ALL LOT OWNERS, AND THEIR SUCCESSORS AND ASSIGNS IN PERPETUITY. IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS 26th DAY OF February, A.D. 2020.

Risa Karas
Risa Karas
Risa Karas
Risa Karas

ACKNOWLEDGEMENT

STATE OF UTAH) S.S.
COUNTY OF UTAH)
ON THE 26th DAY OF February, A.D. 2020 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

ACCEPTANCE BY LEGISLATIVE BODY

THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF HIGHLAND CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

APPROVED BY MAYOR: [Signature]
APPROVED: [Signature]
CITY ENGINEER (SEE SEAL BELOW)
ATTEST: [Signature]
CLERK RECORDER (SEE SEAL BELOW)

LEIN HOLDER CONSENT

THE UNDERSIGNED BENEFICIARY HEREBY CONSENTS TO THE RECORDING OF THIS PLAT FOR THE HEREIN DESCRIBED PROPERTY AND THE DEDICATIONS PROVIDED HEREIN.

ENT: 2722612020 Map # 16978
JEFFREY SMITH
UTAH COUNTY RECORDER
2020 Mar 03 03:43 on FEE \$2.00 BY IP
RECORDED FOR HIGHLAND CITY

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS 27th DAY OF February, 2020
PLANNING COMMISSION APPROVAL
APPROVED THIS 27th DAY OF February, 2020
COMMUNITY DEVELOPMENT DIRECTOR

CONDITIONS OF APPROVAL

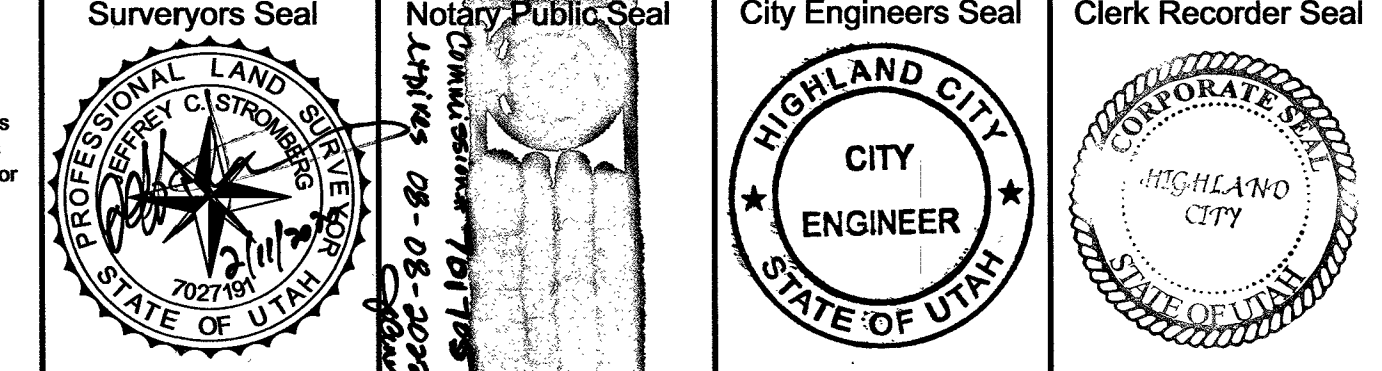
There are conditions of approval attached to this subdivision which are indicated on this plat. These conditions have also been recorded with this subdivision. Potential buyers are requested to read these conditions carefully and obtain a copy of these conditions and restrictions prior to purchasing or contracting to purchase any lots within this subdivision. These conditions are binding and have been imposed by the legislative body of Highland City. A copy of these conditions may be obtained through the Utah County Recorder's office or the Highland City Recorder's office. In addition, Highland City has approved binding zoning laws through a legally binding Development Code. It is the responsibility of the buyer, to do their due diligence in obtaining all accurate information and/or regulations that may directly or indirectly affect the use of property prior to purchasing or contracting to purchase any property anywhere. Conditions of approval conveyed on this property by the legislative body of Highland City, which are in addition to the Development Code, are as follows:

- 70% of the front yard landscaping shall be installed by the homeowner within one year after receiving a certificate of occupancy.
- Landscaping and construction materials of any type are not permitted upon or within the street, curb & gutter, park strip or sidewalk (street right-of-way) with the exception of the park strip which requires 75% to be landscaped.
- A fence that abuts open space or has a trail has additional restrictions of size and opacity. Fences along open space or a trail must comply with Highland City Ordinance. A fence permit is required for all fences.
- Highland City Ordinances restrict height of foundation above curb. It is the responsibility of the buyer to contact the city prior to purchasing any lot. This restriction applies to all lots in this subdivision.

DRY CREEK SUBDIVISION-PHASE 1 AMENDMENT

AMENDING LOTS 7 & 8 OF DRY CREEK SUBDIVISION-PHASE 1

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 4 SOUTH, RANGE 1 EAST.
SALT LAKE MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH



Sec. 26, T4S, R1E, T14S45
363m AMO: Lots 7 & 8
DRY CREEK SUB P1



CITY COUNCIL AGENDA REPORT

ITEM #5a

DATE: May 20, 2025
TO: Honorable Mayor and Members of the City Council
FROM: Jay Baughman, Assistant City Administrator/Community Development Director
SUBJECT: Baseball Field Rental Follow-up
TYPE:

PURPOSE:

STAFF RECOMMENDATION:

Staff recommends....

PRIOR COUNCIL DIRECTION:

On MONTH DD, YYYY, Council approved.....

BACKGROUND:

FISCAL IMPACT:

Single source – budgeted

The cost of this (purchase/service/project) is (amount). Funding for this expense is included in GL (GL account number, account name) within the FY(fiscal year) budget.

Multiple sources – budgeted

The cost of this (purchase/service/project) is (amount). Funding for this expense is included within the FY(fiscal year) budget as follows:

- (Amount) in (GL account number, account name); and
- (Amount) in (GL account number, account name).

Budget adjustment required

The cost of this (purchase/service/project) is (amount). Funding for this expense (was not included in the FY(fiscal year) budget/was included in the FY(fiscal year) budget under GL (GL account number, account name) at an amount of (amount)). As (this expenditure/the cost increase) was not included in the budget, it will need to be funded by (funding source) and will be included as part of the (mid-year/final) budget adjustments unless otherwise directed by the Council.

MOTION:

I move that City Council...

ATTACHMENTS: