



## HIGHLAND CITY

# HIGHLAND CITY COUNCIL AGENDA

TUESDAY, SEPTEMBER 2, 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@highlandut.gov](mailto:council@highlandut.gov)

## 6:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Doug Cortney

Pledge of Allegiance: Council Member Scott L. Smith

### 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*

July 8, 2025 City Council/Planning Commission General Plan Meeting

### 3. ACTION ITEMS

#### a. PUBLIC HEARING/ACTION: Business Use Consideration - Gold Silver Crypto Land Use (Administrative)

*Rob Patterson, City Attorney/Planning & Zoning Administrator*

The City Council will consider a request from Ryan Best of STBL, LLC, dba Gold Silver Crypto, to authorize the precious metals dealing (buying and selling of gold, silver, and precious metals) as a new permitted use within the Ridgeview Planned Development zone. The Council has not previously considered approving a business use in the City for precious metal dealers.

#### b. PUBLIC HEARING/ORDINANCE: Fence Code - Fences Near Trails and Open Space Land Use (Legislative)

*Rob Patterson, City Attorney/Planning & Zoning Administrator*

The City Council will consider a proposed amendment to the fence code related to privacy fencing near open space and trails.

#### c. ACTION: Highland Town Plaza Lot 3 Site Plan and Architecture Review Land Use (Administrative)

*Rob Patterson, City Attorney/Planning & Zoning Administrator*

The City Council will review and make a decision regarding a proposed site plan and building architecture for a commercial building in the Town Center Commercial District.

- d. **RESOLUTION: Highland City Investment Policy** *General City Management*  
*David Mortensen, Finance Director*  
The City Council will consider adoption of the Highland City investment policy.
- e. **RESOLUTION: Agreement with Meeder Public Funds** *General City Management*  
*David Mortensen, Finance Director*  
The City Council will consider an agreement with Meeder Public Funds for the management of a \$15 million investment portfolio along with the opening of a US Bank custody account.
- f. **ACTION: Baseball Field Use Policy and Rental Fees** *General City Management*  
*Jay Baughman, Assistant City Administrator/Community Development Director, Kim Rodela, Council Member*  
The City Council will consider the proposed Highland City Baseball Field Rental Fee Structure and Use Policy.

#### 4. DISCUSSION ITEMS

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

- a. **Daycares, In-home Instruction, Home Based Businesses, and Residential Zones** *Land Use (Legislative)*  
*Rob Patterson, City Attorney/Planning & Zoning Administrator, Kurt Ostler, Mayor*  
The City Council will consider current regulations related to home occupations as they relate to in-home instruction and daycares.

#### 5. COMMUNICATION ITEMS

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

- a. **Election Update** *Stephannie Cottle, City Recorder*
- b. **Community Development Update** ([Current Projects List](#)) *Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator*

#### 6. 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.highlandut.gov](http://www.highlandut.gov)).

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 28th day of August 2025.

Stephannie Cottle, CMC |UCC, City Recorder

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



## HIGHLAND CITY

# HIGHLAND CITY COUNCIL MINUTES

Tuesday, July 8, 2025

Waiting Formal Approval

## City Council & Planning Commission General Plan Meeting

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

### 6:00 PM WORK SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Kim Rodela

Pledge of Allegiance: Commissioner Trent Thayn

The meeting was called to order by Mayor Kurt Ostler as a work session at 6:05 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 Commissioner Trent Thayn.

**PRESIDING:** Mayor Kurt Ostler

### COUNCIL MEMBERS:

Brittney P. Bills	Present via Zoom (joined at 6:00 pm)
Ron Campbell	Present
Doug Cortney	Present via Zoom (joined at 6:43 pm)
Kim Rodela	Present
Scott L. Smith	Present

### PLANNING COMMISSIONERS:

Commissioner Jerry Abbott	Present
Commissioner Tracy Hill	Absent
Commissioner Christopher Howden	Present
Commissioner Claude Jones	Absent
Commissioner Debra Maughan	Absent
Commissioner Audrey Moore	Absent
Commissioner Trent Thayn	Present
Alternate Commissioner Sherry Kramer	Present
Alternate Commissioner Wes Warren	Present

**CITY STAFF PRESENT:** City Administrator Erin Wells, City Attorney/Planning & Zoning Administrator Rob Patterson, City Recorder Stephannie Cottle

**OTHERS PRESENT:** Jon Hart, Aubrey Larsen, Sam Taylor

## 1. 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*  
May 13, 2025

Commissioner Sherry Kramer requested to amend the minutes, per Council Member Doug Cortney's request, to add Sam Taylor and Aubrey Larsen as being in attendance.

*Council Member Sherry Kramer MOVED to approve the meeting minutes of May 13, 2025, as amended.*

*Council Member Ron Campbell SECONDED the motion.*

*The vote was recorded as follows:*

<i>Council Member Brittney P. Bills</i>	<i>Zoom – Did Not Vote</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Absent</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>
<i>Commissioner Jerry Abbott</i>	<i>Yes</i>
<i>Commissioner Tracy Hill</i>	<i>Absent</i>
<i>Commissioner Christopher Howden</i>	<i>Yes</i>
<i>Commissioner Claude Jones</i>	<i>Absent</i>
<i>Commissioner Debra Maughan</i>	<i>Absent</i>
<i>Commissioner Audrey Moore</i>	<i>Absent</i>
<i>Commissioner Trent Thayn</i>	<i>Yes</i>
<i>Alternate Commissioner Sherry Kramer</i>	<i>Yes</i>
<i>Alternate Commissioner Wes Warren</i>	<i>Yes</i>

*The motion carried 8:0*

## 2. PRESENTATIONS

- a. General Plan - Land Use** *Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator*  
The City Council and Planning Commission will discuss the Land Use Element of the General Plan, with a focus on the city's moderate income housing goals.

City Attorney/Planning & Zoning Administrator Patterson introduced the agenda item; he indicated that this is one of the final discussions to occur relative to the General Plan update project. The focus of tonight's presentation and discussion is regarding moderate income housing goals.

Sam Taylor of Landmark Design first recapped previous discussions among the group about economic development and programming of the Town Center. There was a high-level discussion among the group about the general economic development philosophy of the City and the importance of supporting existing businesses and broadening commercial options for developers in the community.

Aubrey Larsen of Landmark Design then used the aid of a PowerPoint presentation to the housing and public services components of the General Plan; he reviewed the State requirements pertaining to moderate-income housing:

- Moderate Income Housing Element (10-9a-403):
  - Considers the Legislature's determination that municipalities shall facilitate reasonable opportunity for a variety of housing, including moderate income housing:
    - To meet the needs of people of various income levels living, working, or desiring to live or work in the community; and
    - To allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life.
  - Includes an analysis of how the municipality will provide a realistic opportunity for the development of moderate-income housing within the next five years (LRB report).
  - Includes a recommendation to implement the required number of moderate-income housing strategies.
  - The required number for Highland is three.
  - The planning commission shall recommend to the legislative body the establishment of a five-year timeline for implementing each of the moderate-income housing strategies selected for implementation.
  - The timeline:
    - Identifies specific measures and benchmarks for implementing each strategy (whether one-time or ongoing).
    - Provides flexibility to make adjustments as needed.

There are 29 strategies a local entity can consider to ensure compliance with the State moderate-interesting housing requirements. It helps to evaluate strategies based on the following:

- High Impact, Low Effort (Quick Wins): Strategies that are relatively easy to implement but yield significant results.
- High Impact, High Effort (Major Projects): Strategies that require substantial effort but have a large positive impact.
- Low Impact, Low Effort
- (Fill-ins/Nice-to-haves): Strategies that are easy to do but don't move the needle much.
- Low Impact, High Effort (Generally Avoid): Strategies that are difficult to implement and don't yield much benefit.

It is important to consider the following:

- Housing offerings in Highland are limited in supporting families and their needs over time.
- Moves between homes/communities are very disruptive to community and individual social fabric.
- Unavailability of smaller homes may result in a more age-homogenous (middle-aged) community over time.
- A mix of housing types can help support a family-centered community.
- Many of these strategies can directly support economic strategies and vice versa.

Ms. Larsen then provided the full list of strategies, highlighting the strategies the City has adopted and currently included in the General Plan. She also highlighted strategies that were considered previously. The City's three current housing strategies are:

- (Strategy E) Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones:
  - 2023: Include in the City's annual survey a question to gauge support for detached accessory dwelling units in residential zones.

- 2025: Review the results of the annual survey. If there is significant support for detached accessory dwelling units, work with the Planning Commission and City Council to update the Development Code to allow for them; if there is not significant support from the residents, determine an alternative way to reduce regulations for internal accessory dwelling units.
  - Potential Next Step(s)
    - Begin the process of drafting an ADU ordinance that aligns with Highland's community goals, housing needs, and neighborhood character (consider owner-occupied requirements, rental license requirements, consistent enforcement, etc.).
- (Strategy F) zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, employment centers;
  - 2023-2025: Permit the remaining 425 lots for the townhomes, carriage lots, and cottage lots that have yet to apply for building permits in the Ridgeview Planned Development.
  - 2024: Remove the requirement to include a commercial aspect in Planned Development (PD) Districts.
    - Potential Next Step(s)
      - 2025/2026: Work with the Planning Commission and City Council to update the Land Use Plan in the General Plan to allow for higher density housing adjacent to Commercial Retail, Commercial-1, and appropriate Planned Development zones.
      - 2027: Work with the Planning Commission and City Council to research and draft an ordinance creating a residential zone with higher density such as a senior housing zone.
      - Explore options for mixed-use moderate-income development in the Town Center/Highland Mains area.
- Strategy Was U, now is T) develop a moderate-income housing project for residents who are disabled or 55 years old or older;
  - 2024: Work with the Planning Commission and City Council to draft an age-restricted senior housing residential zone that requires a density higher than the City's typical residential zoning. Work with the Planning Commission and City Council to determine areas in the City where this zoning could be approved.
  - 2025: Adopt the new senior housing zone and work with the State on application of that zone to State owned property adjacent to North County Blvd.
    - Next Step(s)
      - 2028: If no property owners have requested to rezone in appropriate areas, rezone areas determined to be appropriate by the Planning Commission and City Council.
      - Explore a Planned Development (PD) strategy tailored for senior and disabled housing. This could include zoning key locations with an age-restricted PD overlay that allows higher densities and requires integrated amenities, accessibility features, and supportive design standards. Consider initiating a City-led PD project on publicly owned or high-priority sites to catalyze development.

Ms. Larsen noted Landmark is looking for feedback regarding whether the current strategies should remain or if any of the unchosen strategies should be revisited.

Throughout the housing portion of the presentation, there was high level discussion among the Mayor, Council, Planning Commission, and consultants centered on topics such as the number of building permits issued in Highland in 2023-2024; how Highland compares to other communities in terms of residential growth; the State definition of affordable housing, which is based on the average median income (AMI) for an individual City (in Highland, the AMI is elevated at \$178,000); the status of implementing on the strategies that have already been selected for Highland; strategies in the menu that are not really applicable to Highland; the ability of Highland's infrastructure to support a dramatic increase in density – specifically accessory dwelling units (ADUs); penalties

for failing to comply with State moderate income housing laws. The group communicated they are still supportive of the current three menu items that have already been chosen for Highland.

Mr. Taylor then moved to the portion of the presentation discussing public facilities, and suggested components of the public facilities section of the General Plan include plans for:

- Sewage;
- Water;
- Waste disposal;
- Drainage;
- Public utilities;
- Rights-of-way;
- Easements, and facilities for them; and
- Police and fire protection, and other public services.

According to the Citizens Budget document for Fiscal Year (FY) 2024-2025, the City provides the following major services:

- |                       |                          |
|-----------------------|--------------------------|
| • Cemetery            | • Parks and trails;      |
| • Community Events    | • Planning & Building    |
| • Culinary Water      | • Police Services        |
| • Fire/EMS            | • Pressurized Irrigation |
| • Garbage & Recycling | • Sewer                  |
| • Justice Court       | • Streets                |
| • Library             | • Storm water            |

Mr. Taylor presented pie charts illustrating revenues and expenditures in the City’s budget and he facilitated discussion among the group regarding Highland’s needs over the next decade and what is on the City’s ‘wish list’ if money was not an issue. Topics of discussion included chlorinating the City’s water system; water reuse options; desires in the community for a recreation center, swimming pool, or military museum; a shared library with another community; trail network improvements and connectivity; community safety; visitors center going up to Timpanogos trail or to the federal property from Highland; traditional curbside and green waste recycling programs; increasing pedestrian safety in the City by providing safe ways to traverse the City, especially on busy roads; beautification and aesthetic improvements throughout the community; and possible uses of undeveloped City owned properties. Mr. Taylor indicated that this information will be useful in shaping the recommendations for the public services section of the General Plan; additionally, the next meeting topic will be parks and trails and open spaces in the City and this conversation will lead nicely into that conversation. This led to brief discussion of the potential for a public /private collaboration on a community/recreation center type of facility in the community and the group reached a consensus to include some direction in the General Plan for that type of amenity.

Mr. Patterson then reviewed the timeline for the next steps of finalizing the General Plan document; there will be another joint meeting with the Planning Commission in August, after which the draft document will be submitted to the Planning Commission for consideration and a recommendation to the City Council. Administration is seeking to adopt the updated General Plan before the end of the calendar year. Council Member Cortney noted that there is a requirement to approve an updated water element of the General Plan before the end of the year, but if it were necessary to continue the rest of the project in calendar year 2026, that is also an option.

## **ADJOURNMENT**

The meeting adjourned at 8:04 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 July 8, 2025. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC  
City Recorder

DRAFT



# CITY COUNCIL AGENDA REPORT

## ITEM #3a

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**DATE:** September 2, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Rob Patterson, City Attorney/Planning & Zoning Administrator  
**SUBJECT:** Business Use Consideration - Gold Silver Crypto  
**TYPE:** Land Use (Administrative)

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### **PURPOSE:**

The City Council will consider a request from Ryan Best of STBL, LLC, dba Gold Silver Crypto, to authorize the precious metals dealing (buying and selling of gold, silver, and precious metals) as a new permitted use within the Ridgeview Planned Development zone. The Council has not previously considered approving a business use in the City for precious metal dealers.

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council hold a public hearing, consider the scope of the requested use and its compatibility with the general plan and Ridgeview PD, and decide whether to approve or deny the request. Staff believes that approving the use would be appropriate, subject to the limitation that the use not incorporate retail showcases or displays, to avoid the appearance of a pawn shop-style office.

### **PRIOR COUNCIL DIRECTION:**

The Ridgeview Planned Development was approved by the City Council on May 19, 2019, which included several planned commercial lots. As part of the PD, the Council also approved a list of permitted, conditional, and prohibited uses for those commercial lots.

### **BACKGROUND:**

STBL, LLC, dba Gold Silver Crypto, desires to operate within one of the new commercial buildings within the Ridgeview PD. Recently, they applied for a commercial business license, describing their business as, "We buy and sell physical gold and silver bullion, coins, and related precious metals products." Upon staff review, staff became concerned that this use may not align with the permitted uses within the Ridgeview PD and directed the applicant to file a request for the City Council to consider this use.

The primary question at issue in this review is whether the buying and selling of gold, silver, and precious metals is more akin to "collectible sales," "financial institutions," and "retail sales of new merchandise," which are permitted in Ridgeview, or more akin to a thrift store or pawn shop, which are prohibited in Ridgeview. As described by the applicant:

Our business, Gold Silver Crypto (a DBA of STBL, LLC), operates as a precious metals dealer helping clients purchase investment grade bullion. We do not function as a pawn shop or thrift store. We primarily sell new precious metals (gold and silver bullion - bars, coins and rounds) on an appointment basis in an office setting. Any previously owned metal we buy is wholesaled away.

There will be no racks or display cases as the office setting is more of a meeting room than a retail store. Gold Silver Crypto is in the business of providing investment grade bullion to clients. The office is more of a meeting location to facilitate transactions. There will likely never be more than one or two employees meeting customers for appointments in an office setting. There will be no retail showcases, racks or displays. We primarily sell new bullion (gold and silver bars and coins) and generally any such previously owned bullion we might buy is wholesaled away rather than resold to the public.

Under the City's newly adopted process for classifying and approving new business uses (HDC 3-101), the City Council can approve a new business use for a zone after holding a public hearing. The applicant is only seeking this use to be approved for the Ridgeview PD. The list of uses for this zone are included with this staff report. The criteria the Council uses to determine whether to approve this use are discussed below:

1. Compatibility of the proposed business use with the plain language of zoning regulations related to existing land uses, including restrictions or limitations on existing uses and relevant definitions;

The plain language of the Ridgeview PD provides, "Ridgeview shall adhere to the following permitted, conditional, and permitted uses. Expressly permitted uses include "antiques, crafts, and collectible sales," "financial institutions," "professional, administrative, business, and medical offices," and "retail sale of new merchandise." The plain language of the zone does not directly support or prohibit this use.

2. Compatibility of the proposed business use with the intent and purpose of the potential zones;

The intent and purpose of the commercial portion of Ridgeview is described as follows: "Ridgeview will add to the thriving community of Highland by providing opportunities for long time Highland residents to stay at Highland, and brinigning new residents and businesses to the area to expericne, and help grow the wonderful community. ... Commercial at this location is envisioned as neighborhood commercial consisting of in-line or stand-alone retail, small to medium office, or a combination of both." The proposed use seems to align with the general goal and intent to facilitate of small-scale offices and retail.

3. Compatibility of the proposed business use with the General Plan;

The general plan designates the Ridgeview PD as "mixed-use," and provides the following descriptions for the development of Ridgeview: "[T]he State School Site should be developed into mixed-use projects. Mixed-use development including residential, commercial, office, and institutional land uses in a single building or within the same area," and, "This site would be the largest of Highland City's commercial/mixed-use opportunities and has the potential to contain the bulk of the City's higher-density housing. The master plan and design guidelines should address the desire for a true mixed-use neighborhood, encompassing residential uses above ground-floor office and low-impact commercial uses." The proposed use appears to align with the general plan, because it is a relatively low-impact commercial/office use.

4. Compatibility of the proposed business use with the uses of adjacent properties within potential zones;

The properties to the west of the site are residential properties. The properties to the north, south, and east are commercial properties within Ridgeview. The other commercial properties in Ridgeview are restaurant uses (Costa Vida, Lehi Bakery, Sip'n), professional services (barber, wellness/fitness), and medical services (dentist). Given the purpose to facilitate mixed uses in this area, a precious metal dealer

would be a new use that would not compete significantly with adjacent uses.

5. The nature, scope, and impact of the proposed business use compared to existing or allowed uses;

This is, in staff's view, the primary question at issue in this review. Whether the buying and selling of gold, silver, and precious metals is more akin to "collectible sales," "financial institutions," and "retail sales of new merchandise," which are permitted in Ridgeview, or more akin to a thrift store or pawn shop, which are prohibited in Ridgeview. Given the primary goal of the business is to have an office for meetings and will not have a storefront or retail showcases or displays, staff believes that the proposed use is more similar to the permitted uses and could be allowed.

6. Whether the proposed business use is expressly permitted in another zone; and

No other zone specifically addresses this use, either as permitted or prohibited.

7. Whether the proposed business use or a similar or aligned use is expressly prohibited by applicable land use regulations.

This is similar to the analysis under #5.

As a whole, staff believes the factors weigh in favor of allowing the business use of "Precious metal sales and purchases" within the Ridgeview PD, provided that the use not incorporate retail showcases or displays, to avoid the appearance of a pawn shop-style office.

**FISCAL IMPACT:**

No anticipated fiscal impact.

**MOTION:**

I move that City Council APPROVE as a permitted use within the Ridgeview Planned Development, "Precious metal sales and purchases," subject to the limitation that the use not incorporate retail showcases or displays.

**ATTACHMENTS:**

1. VICINITY MAP
2. Applicant Narrative
3. Ridgeview Commercial Uses

## VICINITY MAP

Business Address: 9778 Oakbrook Dr. Ste. 3, Highland, UT 84003



## **APPLICANT STATEMENTS IN SUPPORT OF APPLICATION**

Applicant: Ryan Best, STBL LLC d/b/a Gold Silver Crypto

Business Address: 9778 Oakbrook Dr. Ste. 3, Highland, UT 84003

Our business, Gold Silver Crypto (a DBA of STBL, LLC), operates as a precious metals dealer helping clients purchase investment grade bullion. We do not function as a pawn shop or thrift store. We primarily sell new precious metals (gold and silver bullion - bars, coins and rounds) on an appointment basis in an office setting. Any previously owned metal we buy is wholesaled away. There will be no racks or display cases as the office setting is more of a meeting room than a retail store.

Gold Silver Crypto is in the business of providing investment grade bullion to clients. The office is more of a meeting location to facilitate transactions. There will likely never be more than one or two employees meeting customers for appointments in an office setting. There will be no retail showcases, racks or displays. We primarily sell new bullion (gold and silver bars and coins) and generally any such previously owned bullion we might buy is wholesaled away rather than resold to the public.

The business most closely identifies as a Financial institution (selling investment grade bullion) ... with a single second-floor meeting office. The office serves as a meeting location to facilitate precious metals transactions. The location is a financial non-bank office with no lending and low traffic.

Based on the permitted use categories, we believe our business most closely aligns with:

- Financial institution - as we facilitate investment-grade bullion transactions which function more like financial services - not a pawn shop or jewelry store.
- Professional/business office - since our operations are conducted in an office setting with client appointments, compliance and administrative functions, rather than in a general retail storefront model.

Given this, we respectfully submit that our business fits within the intent of the permitted use categories.



## *Table of Uses*

Ridgeview shall adhere to the following permitted, conditional, and prohibited uses.

### Permitted Uses:

- Accessory uses which are customary and incidental to the principal use of the property.
- Apparel, new and used
- Antiques, crafts, and collectible sales
- Art galleries and art studios
- Bakeries - Retail and wholesale and manufacturing not to exceed 50% of gross leasable area
- Education learning centers (i.e. Sylvan Learning Center)
- Financial institutions
- Fitness centers
- Indoor recreational facilities
- Laundry, cleaning, and dry cleaning establishments
- Personal services such as barber, beauty shops, copy shops, mail shops, tanning salons, shoe repair, and tailor shops
- Professional, administrative, business, and medical offices
- Restaurants, including drive through restaurants
- Retail sales of new merchandise
- Repair services such as, but not limited to small appliances, bicycles, watches, musical instruments, and similar items.
- Sporting goods equipment rental, sales, and service.

### Conditional Uses:

- Gas station and convenience stores
- Minor auto repair including lubrication, tire sales, engine tune-up, washing and polishing, brakes, muffler and maintenance of other similar accessories. This use does not include automotive painting and body repair, or transmission repair. All repair areas must be within an enclosed building. Service bays shall be screened with rollup doors from view from public streets.

The following uses shall be prohibited in the commercial zone at Ridgeview:

- Thrift stores
- Pawn shops
- Sexually oriented businesses
- Any use not expressly permitted above

All uses not specifically provided for herein are prohibited, unless approved by the City Council.



# CITY COUNCIL AGENDA REPORT

## ITEM #3b

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**DATE:** September 2, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Rob Patterson, City Attorney/Planning & Zoning Administrator  
**SUBJECT:** Fence Code - Fences Near Trails and Open Space  
**TYPE:** Land Use (Legislative)

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### **PURPOSE:**

The City Council will consider a proposed amendment to the fence code related to privacy fencing near open space and trails.

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council consider the options discussed by the Planning Commission and the Planning Commission's recommendation, hold a public hearing, and make a decision regarding fencing regulations for fences adjacent to open space and trails.

### **PRIOR COUNCIL DIRECTION:**

On July 15, 2025, the City Council discussed a particular situation where a privacy fence had been constructed adjacent to a open space/trail corridor where no trail would be constructed in the near future. The Council discussed whether privacy fences should be permitted near open space areas vs. trail areas. The Council directed staff to prepare potential amendments to the Development Code related to fencing adjacent to open space and trails for the Planning Commission and City Council to consider.

### **BACKGROUND:**

The City's current fencing code, in HDC 3-612(3)(c)(iv), requires fences adjacent to less-visible "trails and open space" to be limited to 4 feet of privacy fencing, with up to 2 feet of open-style fencing on top. This means that any fence near a long and narrow open space area must be partially open, even if there is no trail in the area. There are several examples of this within the City. Some of these open space areas are reserved for future trails, and others are simply open space/park-like areas where no trail is planned. The question presented to the Commission and City Council is whether we should keep the current regulations (applied to trails, planned trail corridors, and open spaces) or if we should modify those regulations in some way.

### **PLANNING COMMISSION ACTION**

The Planning Commission considered and held a public hearing regarding this matter on August 26, 2025. Four options were discussed during the meeting:

Option 1 – As-is/No Amendment – Privacy fences are restricted if they are near narrow, lengthy trails or open space areas, regardless of whether trails are existing or planned for that area.

Option 2 – Amendment – Allow full privacy fencing near open space areas but not trail corridors where

trails exist or are planned. This would remove references to “open space” or “open space areas” within the fence code, so privacy fences near open space areas would be permitted, but full privacy fences near trail corridors (whether or not there is currently a trail) would not be permitted.

Option 3 – Amendment – Allow full privacy fencing near open space areas and trail corridors unless there is a current trail facility. Only if there is an existing trail would the 4’ maximum privacy fencing regulation apply.

Option 4 – Amendment – Remove all regulations for fences near trails and open space, allowing privacy fencing near any open space or trail area.

During the public hearing, one resident (an alternate Planning Commission member) spoke in favor of option 2. After discussing the aesthetic and safety impacts of different kinds of fencing, particularly near narrow trail corridors and in denser areas of the city, the Planning Commission voted on two motions.

First, Commissioner Abbott moved to recommend option 1, for no changes to the current fence code. The motion was seconded, and the vote came out 3-4 against option 1. After the first motion failed, Commissioner Moore moved to recommend option 2, which distinguishes between trail corridors and open space areas and allows full privacy fencing near open space areas, but not trail corridors (existing or planned). The motion was seconded, and the vote came out 5-2 in favor of option 2. The opposing votes were from Commissioner Maughan, who had spoken strongly in favor of option 4 to remove all restrictions on privacy fencing near trails and open space, and Commissioner Howden, who had voted in favor of option 1 to not amend the fence code at all.

Accordingly, the Planning Commission voted in favor of option 2, which allows full privacy fencing adjacent to open space areas, but maintains the 4-foot privacy/2-foot open fencing requirement for all currently regulated trail corridors (both existing and planned trails). The ordinance included with this staff report reflects the Planning Commission's recommendation. Alternative motions are also prepared if the Council elects to make a different decision.

## **PUBLIC NOTICE**

Notice of the Council's public hearing was published on August 21, 2025. As of writing this report, no comments have been received.

## **STAFF REVIEW**

Staff prepared the proposed code amendments in accordance with the Planning Commission's recommendation. The scope of fencing regulations near trails and open space is a policy matter that staff does not have a specific opinion on. Staff supports whatever direction the City Council decides to take with these regulations. The City Council may adopt the amendments as recommended by Planning Commission, adopt one of the other discussed options (regulate for existing trails only, remove all regulations, or keep the status quo), or adopt another option altogether.

## **FISCAL IMPACT:**

No anticipated fiscal impact.

## **MOTION:**

[Option 2 as recommended by Planning Commission] I move that City Council ADOPT the ordinance amending fence regulations for fences adjacent to open space and trails.

[Option 3 - only regulate near existing trails] I move that the City Council ADOPT the ordinance

amending fence regulations for fences adjacent to open space and trails, without the language that includes planned trail facilities or access as regulated trail corridors.

[Option 4 - no fence regulations near open space/trails] I move that the City Council AMEND the fence code to repeal subsection 3-612(3)(c)(iv).

[Option 1 - no change, leave as-is] I move that the City Council DENY changes to the code regarding fencing near trails and open space.

[The City Council may specific additional or different amendments to be adopted.]

**ATTACHMENTS:**

1. Ordinance - Fences Adjacent to Open Space and Trails
2. Options Applied to Scenarios - CC

**ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE  
RELATED TO REGULATIONS FOR FENCES ADJACENT TO OPEN SPACE AND  
TRAILS**

WHEREAS, Highland City is authorized to enact land use regulations that govern the use and development of property in accordance with State law;

WHEREAS, Highland City has previously adopted regulations related to fences;

WHEREAS, Highland City desires to amend its fencing regulations related to fencing adjacent to open space and trail areas;

WHEREAS, a duly noticed public hearing was held by the Planning Commission regarding the proposed amendments described herein on August 26, 2025, after which hearing the Commission recommended adoption of certain amendments;

WHEREAS, the Highland City Council provided notice of and conducted a public hearing regarding the proposed amendments and to review the recommendation of the Planning Commission on July 1, 2025;

WHEREAS, the Highland City Council finds that the proposed amendments further the public welfare and are in the interest of the public.

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

SECTION 1. The Highland Development Code is amended as shown in Exhibit A, attached hereto.

SECTION 2. All ordinances and parts and provisions thereof in conflict with this ordinance are repealed to the extent of such conflict.

SECTION 3. The City Recorder, under the supervision of the City Administrator and City Attorney, may make non-substantive corrections to any portion of this ordinance for grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council.

SECTION 4. This ordinance shall take effect immediately upon its adoption and publication, in accordance with law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTESTED:

\_\_\_\_\_  
City Recorder

## Exhibit A

### 3-612 Fences, Theme Walls, Screen Walls, And Retaining Walls

...

#### 2. General.

- a. Definitions: As used in this section, the listed terms are defined as follows:

...

x. Trail Corridor. Property, including an easement, owned by Highland City that has a public trail facility or is planned to be used for public trail facilities or access. Does not include trails and multi-use paths that are immediately adjacent to or part of public rights-of-way.

...

#### 3.c.iv. Lots adjacent to trails ~~or open space~~

- (1) Open style fences and privacy fences less than four (4) feet in height along the side or rear lot lines that are adjacent to a trail corridor ~~or open space~~ are permitted.
- (2) Privacy fences higher than four (4) feet in height along the side or rear lot lines that are adjacent to a trail corridor ~~or open space~~ are permitted, up to the maximum allowed fence height, except that privacy fencing along the side or rear lot lines adjacent to a trail corridor ~~or open space~~ is limited to a maximum of four (4) feet of privacy fencing, with at least the top two (2) remaining feet open in either of the following circumstances:
  - (A) The trail corridor ~~or open space area~~ is less than thirty (30) feet in width, is not immediately adjacent to a public street or to other property owned by a public entity or utility with open style or no fencing, and the entire area is not visible from a public area such as a street or park within 300 feet.
  - (B) The trail corridor ~~or open space area~~ is wider than thirty (30) feet but cannot be seen from two public areas such as a street or park.
- (3) The Land Use Authority may approve an alternative fence design for fencing adjacent to trail corridorss ~~or open space~~ if:
  - (A) The proposed alternative meets the intent of this section; and,



(B) There are special circumstances attached to the property that do not generally apply to other properties in the same subdivision; and,

(C) The natural visibility or observation of the trail corridor ~~or open space~~ is not diminished if the proposed alternative is constructed on all the lots adjacent to the trail corridor ~~or open space~~.

# APPLICATION OF FENCING OPTIONS - SCENARIO 1

## Option 1 - As Is

Lots near narrow open space areas and trails are limited to 4' privacy, 2' open fencing.

Full privacy fence NOT permitted (top 2' must be open)

## Option 2 - Remove Open Space Planning Commission Rec

Lots near open space can have privacy fencing, so long as not a trail (planned or existing)

Full privacy fence PERMITTED because no trail existing or planned

## Option 3 - Only Existing Trails

Lots near any open space or trail corridor can have privacy fencing unless there is an existing trail facility

Full privacy fence PERMITTED because no existing trail

## Option 4 - No Regulation

Lots near any open space or trail corridor can have privacy fencing

Full privacy fence PERMITTED



# APPLICATION OF FENCING OPTIONS - SCENARIO 2

## Option 1 - As Is

Lots near narrow open space areas and trails are limited to 4' privacy, 2' open fencing.

Full privacy fence NOT permitted (top 2' must be open)

## Option 2 - Remove Open Space Planning Commission Rec

Lots near open space can have privacy fencing, so long as not a trail (planned or existing)

Full privacy fence NOT permitted (top 2' must be open) because trail is planned

## Option 3 - Only Existing Trails

Lots near any open space or trail corridor can have privacy fencing unless there is an existing trail facility

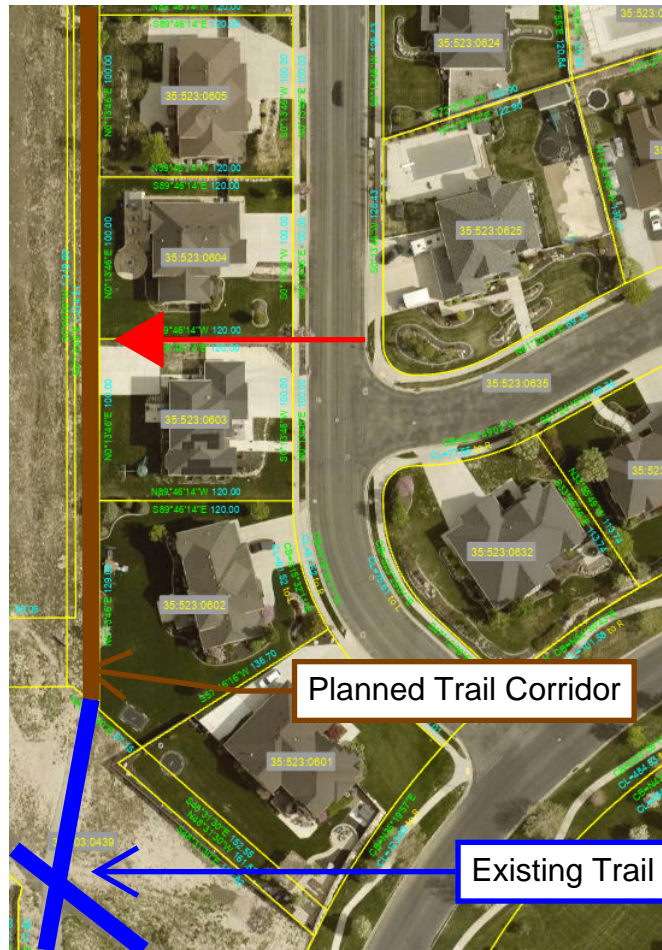
Full privacy fence PERMITTED because no existing trail

## Option 4 - No Regulation

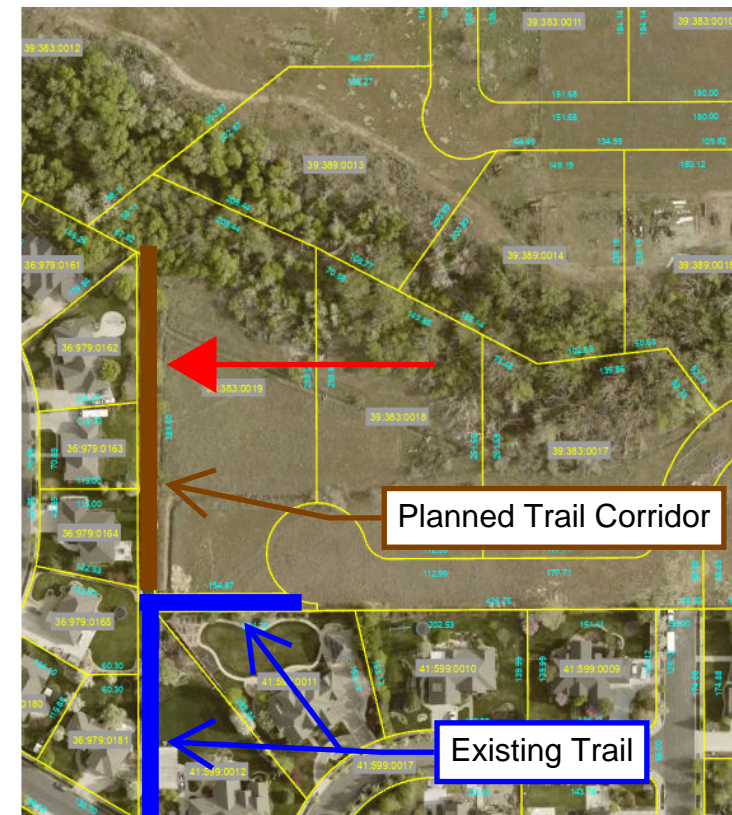
Lots near any open space or trail corridor can have privacy fencing

Full privacy fence PERMITTED

### Beacon Hills



### Foxwood Estates/Canterbury North







# CITY COUNCIL AGENDA REPORT

## ITEM #3c

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**DATE:** September 2, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Rob Patterson, City Attorney/Planning & Zoning Administrator  
**SUBJECT:** Highland Town Plaza Lot 3 Site Plan and Architecture Review  
**TYPE:** Land Use (Administrative)

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### **PURPOSE:**

The City Council will review and make a decision regarding a proposed site plan and building architecture for a commercial building in the Town Center Commercial District.

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council APPROVE the site plan and building architecture subject to two (2) stipulations.

### **PRIOR COUNCIL DIRECTION:**

On January 7, 2025, reviewed an early concept plan for this site in connection with a code amendment application seeking to adjust the setbacks that would apply to this site. The Council unanimously voted to amend the Town Center zoning district to remove most commercial development setbacks in the zone in order to facilitate the concept site plan.

### **BACKGROUND:**

This application seeks site plan approval and building architecture approval for the development of Lot 3 of the Highland Town Plaza, the site within Town Center just south of Wendy's. Lot 3 has been designated as a buildable lot for many years, and as such, it is entitled to be developed consistent with the City's Town Center Commercial District Zoning.

Under HDC 3-4732(4)-(6), applications for site plan and architectural review approval require review and a recommendation from the Recommending Body, which is the Planning Commission. After the application has received a recommendation, the application is forwarded to the Land Use Authority, which is the City Council. For site plans, an application is required to be approved if the following findings are met:

1. The proposed development complies with all provisions of this ordinance, Commercial Design Standards, and all other ordinances, master plans, general plans, goals, objectives and standards of Highland City.
2. The proposed site development plan's building heights, building locations, access points, and parking areas will not negatively impact adjacent properties or the surrounding neighborhood.
3. The proposed development promotes a functional relationship of structures to one another, to open spaces, and to topography both on the site and in the surrounding neighborhood.
4. Ingress, egress, internal and external traffic circulation, off-street parking facilities, loading and service areas, and pedestrian ways, is so designed as to promote safety and convenience.

5. All mechanical equipment, appurtenances and utility lines are concealed from view and integral to the building and site design.

For building architectural review, an application is required to be approved if the following findings are met:

1. The proposed development complies with all provisions of this ordinance, Commercial Design Standards, and all other ordinances, master plans, general plans, goals, objectives and standards of Highland City.
2. The height, location, materials, color, texture, area, setbacks, and mass, as well as parts of any structure (buildings, walls, signs, lighting, etc.) and landscaping, is appropriate to the development, the community and the Town Center Commercial District.
3. The architectural character of the proposed structures is in harmony with, and compatible to, structures in the neighboring environment and the architectural character desired for the Town Center Commercial District; avoiding excessive variety or monotonous repetition.

As described below, staff believes that, subject to the review comments provided by staff, with the additional stipulation recommended by the Planning Commission, the application meets these findings. Accordingly, staff recommends that the City Council approve both the site plan and building architecture.

## **SITE PLAN REVIEW**

### USE

The proposed use is for a restaurant with a pick-up window for orders made ahead of time. Per HDC 3-47a, "restaurant; full service, catering, delicatessen" and "restaurant; drive-thru" are permitted uses within the Town Center Commercial District.

### PARKING

HDC 3-4726 requires developers to provide 4 parking spaces per 1,000 square feet of retail building floor area. Current parking within the Town Center Commercial District is as follows:

	Building Footprint	Calculation (4x1k SF)	Required Parking	Provided Parking	Extra Parking
Lot 1 (UPS/Fizz)	6200	24.8	25	36	11
Lot 2 (Cubby's)	4600	18.4	19	47	28
Meier's	13,400	53.6	54	46	-8
Wendy's	3300	13.2	14	24	10
Lot 3	0	0	0	14	14
<b>Total</b>	<b>27,500 SF</b>	<b>110</b>	<b>110</b>	<b>167</b>	<b>55</b>

Accordingly, the Town Center Commercial District is "over-parked" in that the approved site plans have each--except for Meier's--provided more parking than was required. Lot 3 is currently providing 14 parking spaces for the district that are not required because Lot 3 has not been developed.

Lot 3's proposed site plan reconfigures the parking for Wendy's and Lot 3, which currently have a combined 38 parking spaces. 13 additional parking spaces are being added under the site plan (2 for Wendy's, 11 for Lot 3), which is sufficient parking on its own for the Lot 3 proposed building. This will result in the following parking:

	Building Footprint	Calculation (4x1k SF)	Required Parking	Provided Parking	Extra Parking
Lot 1 (UPS/Fizz)	6200	24.8	25	36	11
Lot 2 (Cubby's)	4600	18.4	19	47	28
Meier's	13,400	53.6	54	46	-8
Wendy's	3300	13.2	14	26	12
Lot 3	2600	10.4	11	25	14
<b>Total</b>	<b>30,100 SF</b>	<b>120.4</b>	<b>121</b>	<b>180</b>	<b>57</b>

The proposed site plan accordingly meets the minimum requirements of the Town Center Commercial District zone for parking spaces. The site plan overall increases the amount of parking available in the site, though it also increases the demand for parking in the site. To the extent there is insufficient parking available in the District, that is a result of Meier's being under-parked and the City's standards for parking being low in this zone.

There are also 24 parking spaces (11 west, 13 east) along Town Center Blvd. The proximity of the new building on Lot 3 will hopefully encourage people to use these parking spaces in addition to the on-site parking spaces. In addition, employees could also be encouraged to park in the parking along Town Center Blvd.

The parking lot has curbing, landscaping/islands, and a pedestrian link to the buildings, as required by HDC 3-4726.

The fire marshal has reviewed the plans and supports the modifications to the Wendy's parking lot, as it provides increased circulation in and out of the Wendy's site for escaping customers and entering emergency responders and vehicles.

#### LOADING

Specific loading berths are required for uses with over 10,000 SF of floor area per HDC 3-4727. The proposed building is approximately 2,600 SF, and therefore separate, dedicated loading berths are not required.

#### ACCESS AND ROADS

The proposed site plan only contains internal development using existing, fully improved accesses from Town Center Blvd. and SR 92. No new driveway/access or public roadway is proposed.

#### TRAFFIC

A study was completed by Hales Engineering, dated March 28, 2025. That study concluded that the restaurant would generate 150 new trips daily (250 trips total with pass-by), with 20 trips (34 trips total with pass-by) during the evening peak hour. Pass-by trips are trips where someone was already driving for another purpose and decided to enter the business, while a new trip is where someone chose to drive directly to/from the use. Highland City does not have a standard regarding trip generation for commercial projects. Parking for the additional peak hour trips can be mostly met by the additional 13 parking spaces, plus the 11 mostly unused parking spaces available along the west side of Town Center Blvd (24 parking spaces for 34 new trips). The remaining peak trips will need to be handled by the parking on the east side of Town Center Blvd, the extra internal parking, and/or by use of the pick-up window. While there will certainly be an impact on internal parking and circulation, it appears to be manageable, and it does meet the parking and circulation requirements in the development code.



The study concludes that the proposed site would not interfere with the Wendy's circulation. The study also concluded that the pick-up window would not interfere with site circulation, but that the pick-up window could not be converted to a drive-through, because there would be insufficient queuing area.

### REFUSE COLLECTION

The currently existing refuse collection area near the Toscana development will be expanded to provide refuse collection for Lot 3. The expanded refuse collection area and walls will be a similar design and material as the existing collection area and walls. The refuse container will be screened with walls on three sides and a gate. Staff has a couple of minor comments regarding discrepancies in the plans regarding the refuse collection expansion and the adjacent curbing changes that need to be addressed and clarified, but these are relatively minor corrections.

### UTILITIES

All utilities are being provided to the site. There is limited impact to public utility lines, as most of the new utility lines and facilities are private and internal to the site. Most of staff's review comments relate to clarifying or correcting issues with the utilities, including:

- Relocate Wendy's PI meter to the new parking island within the City's utility easement
- Require TSSD approval for sewer connection/traps
- Provide details of culinary meter box
- Ensure the sewer manhole is covered and located appropriately with site grading
- Clarify how gas and curb inlets function in connection with retaining wall on east side of building
- Provide additional, specific details for storm drain system

### HARDSCAPE

HDC 3-4731 provides requirements for hardscape improvements. Many of these requirements were previously satisfied by the construction and improvement of Town Center Blvd and its medians. In addition to the existing improvements, a new hardscape pedestrian walkway element is being installed connecting the Town Center Blvd walkway to the parking lot and new building on the north side of Lot 3. A pedestrian crosswalk is also provided on the south side of the building.

### LANDSCAPE

HDC 3-4729 generally requires that a minimum of 15% "of the project area" be landscaped. The proposed landscaping plan combines the landscaping for the Wendy's lot with Lot 3. Together, there is a total of 16,421 SF of landscaping between the two sites, which is 26.5% of the overall site. The landscaping code does not specify that the landscaping must be entirely located on the property associated with each building. The code only requires 15% of "the project area" be landscaped. Given the history of the Town Center and its original concept as a single, master-planned project, staff is comfortable with using the overall landscaping of the two sites in conjunction. Any additional landscaping would reduce parking and circulation within the site, which is undesired.

### SETBACKS

Due to the text amendment approved at the end of 2024/beginning of 2025, the only setback that applies to this lot is 10-foot minimum setback under HDC 3-4713(5). The site meets this setback requirement.

### ARCHITECTURE REVIEW

Building architecture is regulated by HDC 3-4713 and the City's town center commercial design standards. In general, the building design needs to be consistent with adjacent development and

incorporate designs and materials that are high-quality without being overly ornamented. The proposed architecture aligns with the more recently constructed Lot 1 and Lot 2 buildings (Cubby's and UPS/FIZZ). No prohibited building materials are used.

Earthtone colors are required. While the building incorporates a white color, that color has been approved for other buildings within the Town Center Commercial District, and so staff has not objected to that color.

The roof line is broken up, even though the minimum requirement is that no single roof line extends for more than 75 feet, which would be the entire building. The building is required to have horizontal breaks or changes of materials at least every 14 feet on the exterior facades, which have been provided.

Entrance elements in the form of canopies are provided, consisting of heavy timber, as required by code.

At least 50% of the first floor facade adjacent to Town Center Blvd must be of rock, brick, or stone. At staff's request, the developer is providing 50%+ architectural stone on all facades of the building, as measured from floor to ceiling of the tenant space in the building (the first floor of the building), even though only the one side adjacent to Town Center Blvd would be required.

The building height is approximately 24' from finished grade. Maximum building height is 40 feet from top of curb of Town Center Blvd., which actually sits slightly higher than the grade of Lot 3.

In staff's opinion, the building architecture conforms to the requirements of the Town Center Commercial District and is harmonious with adjacent development within the Town Center Commercial District.

### **PLANNING COMMISSION ACTION**

The Planning Commission reviewed the site plan and building architecture on August 26, 2025. The discussion focused on circulation, in particular the impact of vehicles exiting the pick-up window lane into the parking lot and Wendy's drive-through aisle. Ultimately, the Planning Commission voted to recommend approval of the site plan and building architecture, subject to the staff-recommended stipulation, with the additional stipulation that the applicant strongly consider installing signage to mitigate confusion and conflicts with the pick-up lane (for example, a yield or stop sign at the lane exit, a sign at the lane exit directing vehicles to turn left [south] out of the lane, sign at entrance of pick-up lane stating the lane is not a drive-through and is for pick-up only).

### **STAFF REVIEW AND PROPOSED FINDINGS**

As described above, staff believes that, subject to staff's final review comments, the proposed site plan and building architecture conform to applicable development standards. The staff review comments are somewhat lengthy. These types of comments could have been addressed through another round of re-submission and staff review. However, given the applicant's needs and the City's need to focus on the general plan, staff has elected to move this project forward for approval with stipulations. The City public works and engineering staff and consultants are comfortable that the remaining items to be corrected in the review comments are not items that will cause the project to fail or be unsafe in any way. Staff is comfortable resolving the listed items with the applicant post-approval.

Subject to the stipulation from staff and the recommended stipulation from the Planning Commission, staff believes that the site plan and building architecture application meet the following findings:

1. A restaurant with a pick-up window/lane is a permitted use within the Town Center Commercial

District.

2. The proposed site plan, subject to the stipulation recommended by staff, satisfies the requirements of the Town Center Commercial District, all other ordinances, master plans, general plans, goals, objectives and standards of Highland City, for the reasons described in the staff report above.
3. The proposed site plan's building heights, building locations, access points, and parking areas will not negatively impact adjacent properties or the surrounding neighborhood.
4. The proposed development promotes a functional relationship of structures to one another, to open spaces, and to topography both on the site and in the surrounding neighborhood.
5. Ingress, egress, internal and external traffic circulation, off-street parking facilities, loading and service areas, and pedestrian ways, is so designed as to promote safety and convenience.
6. All mechanical equipment, appurtenances and utility lines are concealed from view and integral to the building and site design.
7. The proposed building architecture satisfies the requirements of the Town Center Commercial District all other ordinances, master plans, general plans, goals, objectives and standards of Highland City, for the reasons described in the staff report above.
8. The height, location, materials, color, texture, area, setbacks, and mass, as well as parts of any structure (buildings, walls, signs, lighting, etc.) and landscaping, is appropriate to the development, the community and the Town Center Commercial District.
9. The architectural character of the proposed structures is in harmony with, and compatible to, structures in the neighboring environment and the architectural character desired for the the Town Center Commercial District; avoiding excessive variety or monotonous repetition.

Accordingly, staff recommends that the City Council APPROVE the Highland Town Plaza Lot 3 site plan and building architecture, subject to the following two (2) stipulations:

1. The corrections and comments provided in the staff review comment sheet, dated August 21, 2025, be addressed and corrected to the city engineer's approval prior to construction.
2. The applicant strongly consider installing signage with the pick-up lane to manage circulation and help with ingress/egress to and from the lane.

#### **FISCAL IMPACT:**

In connection with the development of Lot 3, the City will repay WPI (developer) the remaining balance they are owed from the Town Center exaction fee, \$33,856.00.

This amount will be applied to building permit and impact fees. If any amount remains, it will be paid directly to the developer. This will zero out all amounts owed to and from WPI in connection with the development of Town Center.

#### **MOTION:**

I move that the City Council adopt the proposed findings and approve the Highland Town Plaza Lot 3 site plan and building architecture, subject to the two (2) stipulations recommended by staff.

[City Council may specify additional or different conditions on approval to ensure the site plan and architecture conform to applicable standards].

#### **ATTACHMENTS:**

1. Vicinity Map
2. Highland Town Plaza - Lot 3 - Review Comments - 2025.08.21 (Stipulation)

3. Project Narrative
4. Highland Town Plaza Lot 3 Site Plan and Landscape - CC
5. Building Elevations and Details
6. Highland Mo'Bettahs TGS 20250328

## VICINITY MAP

Address: 10969 N Town Center Blvd

Parcel: 68:039:0003





## **STAFF REVIEW COMMENTS**

### **Highland Town Plaza - Lot 3 - Mo'Bettahs**

### **August 21, 2025**

#### **Planning:**

1. Provide detail of trash enclosure modification. Must meet HDC 3-4723.3.c:  
“The receptacle shall be screened from public view on at least three (3) sides by a solid wall six (6) feet in height and on the fourth side by a solid gate not less than six (6) feet in height. ... The wall and gate shall be architecturally compatible with the surrounding buildings and structures.”
  - a. The trash enclosure details do not match. Please make the correction.
2. Is the curbing or paving to be altered near trash enclosure with the expansion of the enclosure? If so, please show changes in plans.
  - a. Provide curbing or paving changes around trash enclosure.

#### **Sheet 101 & 102 (Cover & General Notes):**

3. Provide Highland City general notes on each respective sheet.
  - a. Provide Highland City general notes for each respective utility.

#### **Sheet 103 (Demolition Plan):**

4. Show all changes to utility connections to lot 2.
  - a. Move PI meter serving lot 2 to the parking island adjacent to the PI main.

#### **Sheet 104 (Proposed Site Plan):**

5. Provide a clear description of trash enclosure changes.
  - a. The details for the trash enclosure conflict between the plan sets.  
Please make corrections and resubmit.
6. South access road (south of lot 3) must remain clear at all times for fire department access. Provide signing, striping and red-painted curb to communicate this requirement to the public. No queuing allowed due to the pickup line.
  - a. This item will remain as a reminder.



7. All easements must be clearly identified on the site plan. Please include all utility easements.
  - a. Please show and label all access and utility easements, as well as Highland City right of way on sheets 201 and 301.

**Sheet 201 (Utility Plan):**

8. Proposed 4" grease line needs to be 6". This line requires approval and inspection from TSSD.
  - a. Please provide documentation of approval from TSSD.
9. Move Culinary Meter Vault out of the drive-thru to park strip or landscaped area. If this can't be achieved, move the meter vault to just off of the existing waterline location. Please show a vault that meets HS-20 loading requirements. The City's detail does not provide that information as the typical location is within a park strip.
  - a. Provide details in the plan set of the culinary meter box that meets the HS-20 loading requirement. The additional note on the standard meter detail is insufficient.
10. The existing PI service to Wendys will need to be extended north to the relocated islands south of their drive-thru. This will need to be reconnected, and the existing lateral will need to be protected in place.
  - a. Please relocate the PI meter to a location as close to the PI main as possible. Suggestions include locating it in the drive isle in an HS-20 rated box, or in the parking island just north of the main.
11. Point of connection for the new Sewer Manhole needs to be 60" per Highland City Standard SS-04.
  - a. The rim and invert elevations provided don't make sense. 7'-0" of fall between the sampling manhole and the new manhole? New rim doesn't match the existing grades shown on the grading plan. Please review and provide updated information.

**Sheet 301 (Grading Plan):**

12. Provide details for the proposed retaining wall.
  - a. Provide more detailed information showing how the proposed curb inlets will be built with the proposed retaining wall footing as shown.



- b. Provide more detailed information showing where the gas line will be located in relation to the retaining wall and 4" perforated pipe and how it will be protected in place.
  - c. Show the utility easement for the gas line as per previous comments.
- 13. Provide updated storm drain system calculations based on the infiltration safety factor.
  - a. Please provide the specific cover and construction details for the installation of this storm drain system in addition to the general detail provided.
  - b. Label all inverts on the Stormbrixx Profile View.
- 14. Provide pavement cross section for proposed asphalt.
  - a. Concrete cross section does not match the geotechnical report. Please confirm all pavement and concrete cross sections.

**Sheet 601-602 (Details):**

- 15. Consider providing full sheets for SD system details.
  - a. A full sheet of the SD system construction details is recommended.



## Project Narrative

Highland Town Plaza Lot 3 is the final commercial lot of this development. The project has been designed as a single used tenant retail building with a drive-thru pickup window. The development is consistent with the General Plan and in compliance with the Highland City Development Code. The proposed construction is compatible with the current zoning designation, adjacent uses, and will be of similar design to the other multi-tenant commercial buildings in the development allowing for a mix of retail options in the city.

The site will reconfigure a portion of Wendy's parking lot allowing for better circulation and more access between the parcels. This reconfiguration has been previously agreed upon in current agreements with Wendy's and previous city approvals. Additionally, new parking lot lighting will be installed, creating improved nighttime visibility at the site, and increasing the safety for both vehicle and pedestrian traffic.

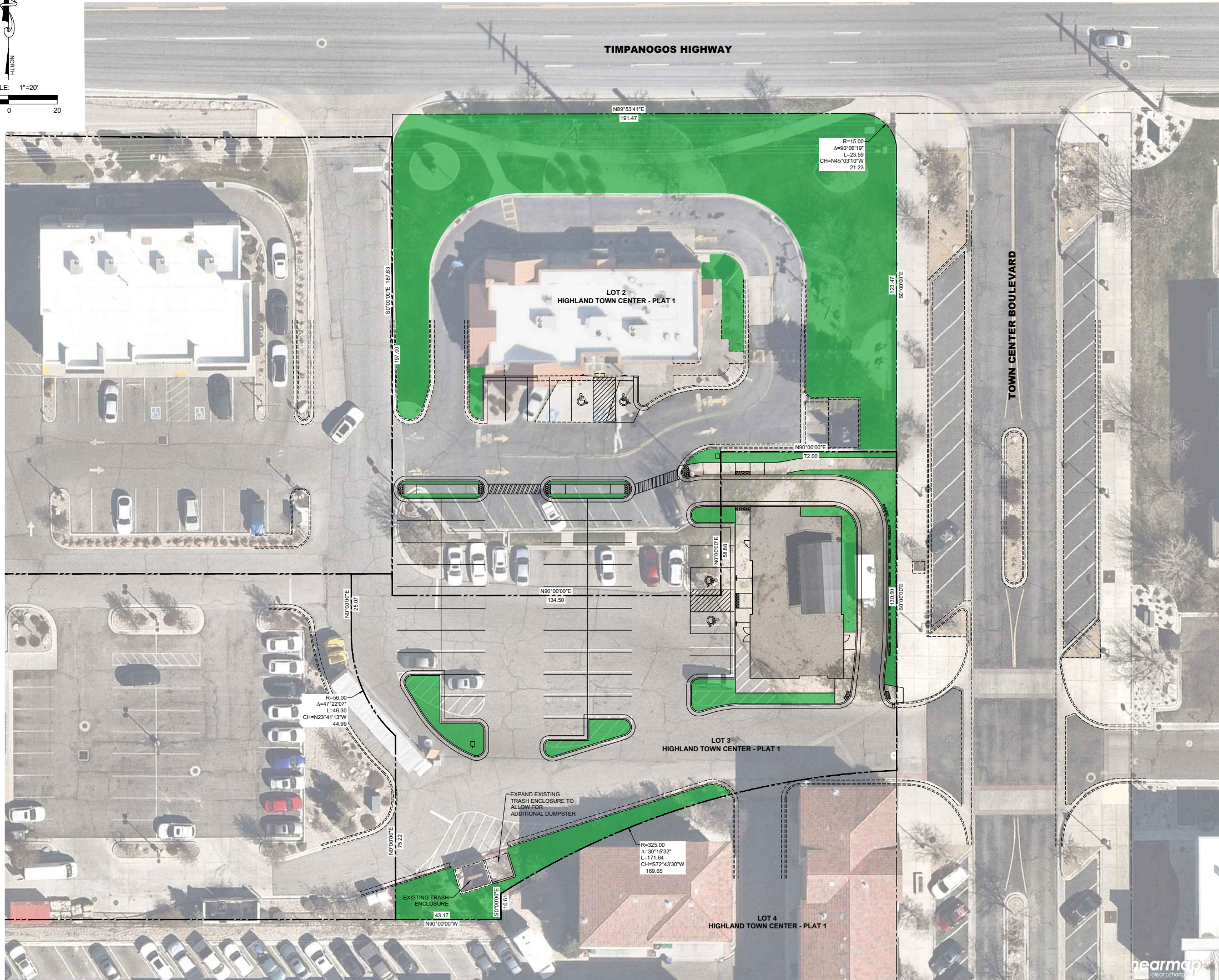
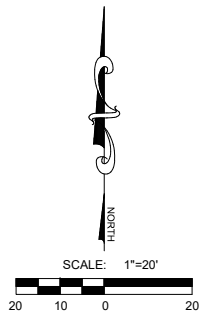
There are three existing ingress and egress points for this site. The access points are located at 5600 W, Timpanogos Hwy, and Town Center Blvd. The site is designed to maximize parking and circulation in the center and add two pedestrian accesses from Town Center Blvd. Both will connect to Lot 3 while the north access will extend further into the development. These accesses will also allow for customer traffic to utilize the off-street parking on Town Center Blvd as well as provide additional routes for pedestrian traffic from the surrounding area.

The original improvements to the city utilities for this development took into consideration Lot 3 as part of a larger development area and the site will not impact on the overall services provided by the city but will provide additional retail opportunities for the residents and other individuals who work in the city.

Once occupied, hours of operation and the number of employees would be typical for the type of tenant in the building. Noise, smoke, odor, dust, vibration or illumination will be consistent with industry standards for the Tenant.

Working with Wendy's and Hale's Engineering, we have discussed and implemented measures to address concerns noted in previous meetings. These concerns mainly revolved around the drive-thru pickup window and associated circulation. To address this the exit of the drive-thru pickup window has been shifted south and the exit slightly angles south encouraging exiting to the south while avoiding head on traffic to Wendy's menu board or other customers. Additionally, with the building shifting to the south, the entrance to the drive-thru pickup window has moved to the south which allows vehicles to enter from either direction without requiring multiple point turning.





VICINITY MAP

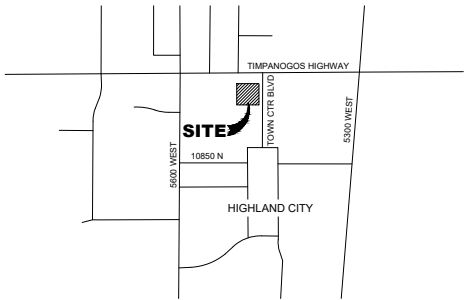


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601	DETAILS
602	DETAILS - STORMBROCK

TABULATIONS

EXISTING ZONE:	TOWN CENTER OVERLAY
LOTS 2 & 3 AREA:	1.42 ACRES
LOT 3 AREA:	0.58 ACRES
BUILDING AREA:	22,552 S.F.
PARKING REQUIRED	
REGULAR STALLS:	23 STALLS
HANDICAP STALLS:	2 STALLS
PARKING PROVIDED	
REGULAR STALLS:	47 STALLS
HANDICAP STALLS:	4 STALLS
LANDSCAPING REQUIRED FOR LOTS 2 & 3 - 9,264 SF	15%
LANDSCAPING PROVIDED FOR LOTS 2 & 3 - 16,421 SF	26.5%

LEGAL DESCRIPTION

LOT 3, HIGHLAND TOWN PLAZA SUBDIVISION & LOT 2 HIGHLAND TOWN CENTER, PLAT 1, AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LEGEND

EXISTING	PROPOSED	BOUNDARY LINE
---	---	STREET CENTERLINE
---	---	EASEMENT LINE
---	---	LOT LINES
---	---	SEWER PIPE
---	---	SEWER MANHOLE
---	---	SEWER SERVICE
---	---	STORM DRAIN PIPE (RCP)
---	---	STORM DRAIN MANHOLE
---	---	CURB INLET
---	---	COMBO BOX
---	---	4x4' CATCH BASIN
---	---	3x3' CATCH BASIN
---	---	INLET/OUTLET W/ GRATE
---	---	CULINARY WATER PIPE
---	---	45' PIPE ELBOW (W)
---	---	22.5' PIPE ELBOW (W)
---	---	11.25' PIPE ELBOW (W)
---	---	FIRE HYDRANT
---	---	SERVICE & METER (W)
---	---	PRV (W)
---	---	AIR-VAC VALVE (W)
---	---	BLOW-OFF (W)
---	---	TEMP. BLOW-OFF (W)
---	---	VALVE (W & SW)
---	---	TEE
---	---	CROSS
---	---	PRESSURIZED IRRIGATION
---	---	45' PIPE ELBOW (PI)
---	---	22.5' PIPE ELBOW (PI)
---	---	11.25' PIPE ELBOW (PI)
---	---	SINGLE SW SERVICE
---	---	DUAL SW SERVICE
---	---	AIR-VAC VALVE (PI)
---	---	BLOW-OFF (SW)
---	---	TEMP. BLOW-OFF (PI)
---	---	STOP SIGN
---	---	STREET SIGN
---	---	MONUMENT
---	---	FENCE
---	---	STREET LIGHT
---	---	POWER POLE
---	---	DITCH
---	---	FIBER OPTIC
---	---	GAS
---	---	OVERHEAD POWER
---	---	FLOW ARROW
---	---	CONTOURS

DEVELOPER / OWNER

WPI ENTERPRISES INC.  
5455 WEST 11000 NORTH SUITE 202  
HIGHLAND, UT 84003  
(801) 467-7000

ENGINEER

LEI CONSULTING ENGINEERS  
3302 NORTH MAIN  
SPANISH FORK, UTAH 84660  
(801) 798-0555

PROJECT NAME

WPI HIGHLAND

LEI  
CIVIL  
STRUCTURAL  
SURVEY

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



HIGHLAND TOWN PLAZA - LOT 3  
10969 NORTH TOWN CENTER BOULEVARD, HIGHLAND, UTAH

COVER

REVISIONS

1	
2	
3	
4	
5	
6	

LEI PROJECT #:  
2024-0026

DRAWN BY:  
RWH

DESIGNED BY:  
BTG

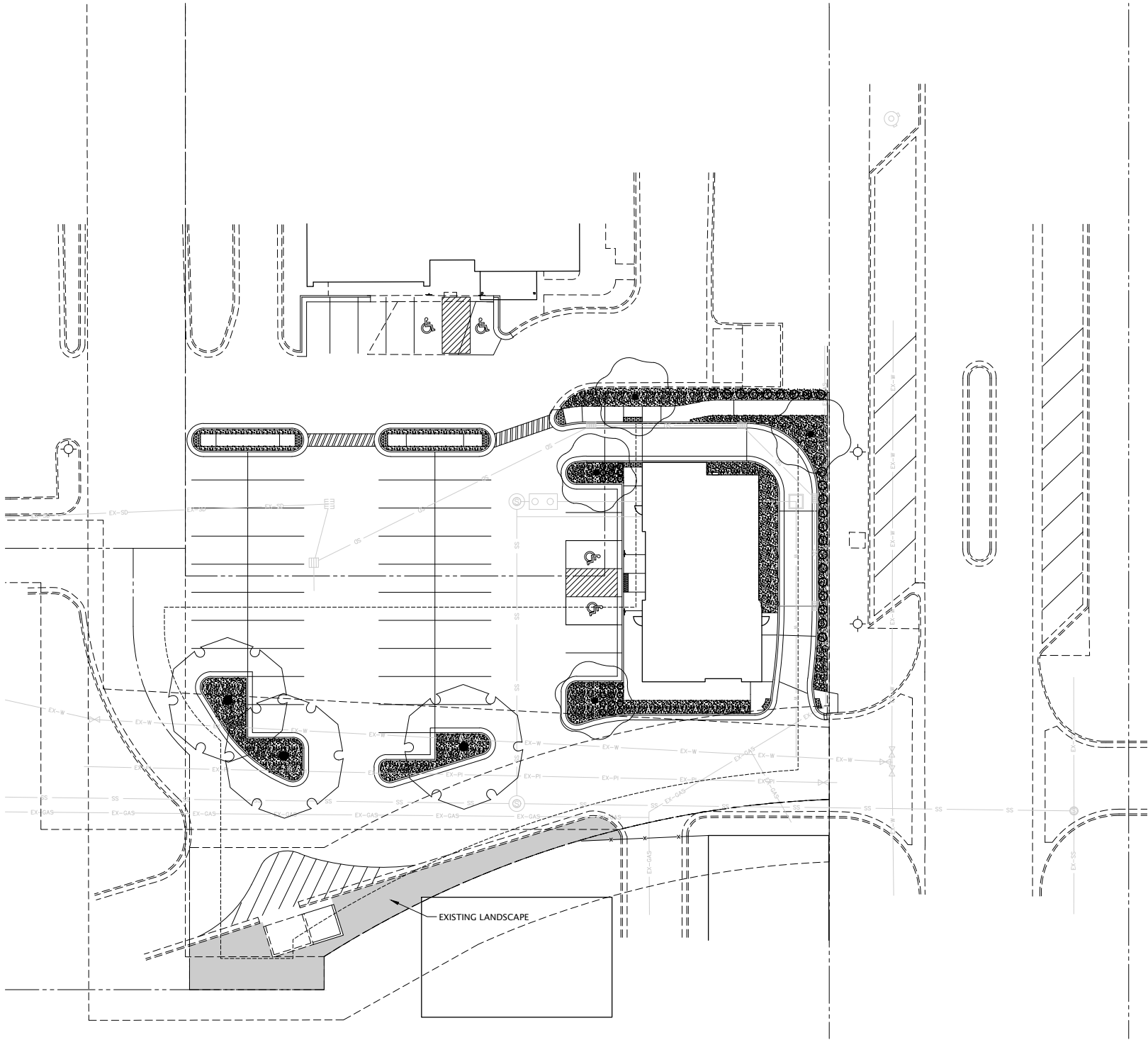
SCALE:  
1"=20'

DATE:  
07/02/2025

SHEET

101





PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	QTY
TREES				
	ACER PLATANOIDES 'EMERALD QUEEN' / EMERALD QUEEN NORWAY MAPLE	B&B	2" CAL	3
	CERCIS CANADENSIS 'APPALACHIAN RED' / EASTERN REDBUD	2" CAL.	B&B	4
SHRUBS				
	JUNIPERUS SABINA 'BROADMOOR' / BROADMOOR JUNIPER	5 GAL		10
	PRUNUS BESSEYI / SAND CHERRY	5 GAL		6
	RIBES ALPINUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRANT	5 GAL		24
	ROSA 'MEINEBLE' RED MEIDLAND / RED GROUNDCOVER ROSE	5 GAL		18
ANNUALS/PERENNIALS				
	HEMEROCALLIS X 'PARDON ME' / PARDON ME DAYLILY	1 GAL		48
ORNAMENTAL GRASSES				
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	1 GAL		22
	PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS	1 GAL		21
GROUND COVERS				
	PLANTING BED - 3" DEPTH ROCK MULCH TO MATCH EXISTING / INSTALL OVER DEWITT PRO5 FABRIC	BED		2,434 SF

\* ALL SHOWN QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE TO CONDUCT INDEPENDENT TAKEOFFS TO ESTABLISH QUANTITIES. PLAN SYMBOL QUANTITIES OVERRIDE QUANTITIES SHOWN IN SCHEDULE.



SITE PLAN SUBMITTAL

REVISIONS

NO.	DATE	DESCRIPTION

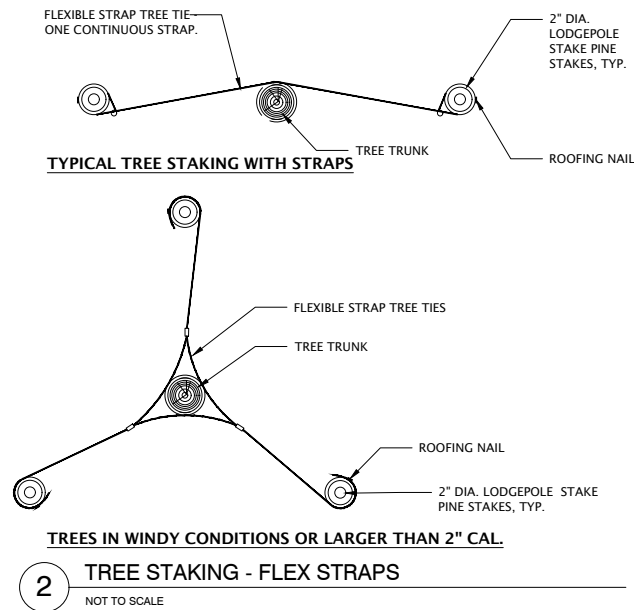
Stamp

STATE OF UTAH  
CORY A. SHUPE  
No. 5410044-5301  
06/02/2025

Designed By: TH  
Drawn By: TH  
Date: 06/2/2025  
Checked By: RD  
Project No: 25-144

LANDSCAPE PLAN

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND HIGHLAND CITY STANDARDS, SPECIFICATIONS, AND DETAILS.
2. ALL PLANT MATERIAL SHALL GROW IN CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THIS WORK AND SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 UNLESS OTHERWISE NOTED. PROVIDE TREES OF NORMAL GROWTH AND UNIFORM HEIGHTS, ACCORDING TO SPECIES, WITH STRAIGHT TRUNKS AND WELL DEVELOPED LEADERS, LATERALS, AND ROOTS.
3. EXISTING UTILITIES, EASEMENTS, AND STRUCTURES SHOWN ON THE DRAWINGS ARE IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, SIZE, TYPE, AND STRUCTURES TO BE ENCOUNTERED ON THE PROJECT PRIOR TO ANY EXCAVATION AND CONSTRUCTION IN THE VICINITY OF THE EXISTING UTILITIES AND STRUCTURES.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED PERMITS, LICENSES, AND APPROVALS REQUIRED TO LEGALLY AND RESPONSIBLY COMPLETE THE WORK.
5. DAMAGE TO ANY EXISTING IMPROVEMENTS OR TO ANY PORTION OF THE PROJECT'S SURROUNDING AREA DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR SHALL CALL BLUE STAKES AT 1-800-662-4111 FOR UNDERGROUND UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION.
7. CONTRACTOR SHALL ROUGH GRADE TO WITHIN +/- A TENTH OF A FOOT FROM FINISH GRADE. ALL SOD AREAS SHALL BE GRADED 4" BELOW PROPOSED FINISH GRADE. ALL SHRUB AREAS SHALL BE GRADED 12" BELOW PROPOSED FINISH GRADE.
8. ALL COMPACTED AREAS DEVELOPED THROUGH CONSTRUCTION WITHIN PROPOSED LANDSCAPE AREAS SHALL BE SCARIFIED AND LOOSENOED TO A DEPTH OF 12" PRIOR TO LANDSCAPE AND IRRIGATION WORK BEGINNING.
9. CONTRACTOR SHALL INSTALL A MIN. OF 12 INCHES OF PLANTING SOIL FOR ALL SHRUB AND PERENNIAL BEDS. SEE SPECIFICATIONS.
10. CONTRACTOR SHALL INSTALL A MIN. OF 3 INCHES OF ROCK MULCH ON WEED BARRIER FABRIC IN ALL PLANTING BEDS AS SHOWN ON PLANS. APPLY PRE-EMERGENT TO ALL PLANTING BEDS BEFORE INSTALLING WEED BARRIER FABRIC.
11. NO PLANT SPECIES SUBSTITUTIONS WILL BE MADE WITHOUT APPROVAL OF OWNER.
12. ALL PLANT LAYOUT SHALL BE VERIFIED AND APPROVED IN FIELD BY OWNER PRIOR TO PLANTING. FAILURE TO RECEIVE APPROVAL MAY RESULT IN RE-WORK BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
13. ALL AREAS WITHIN AND AFFECTED BY THIS PROJECT SHALL HAVE POSITIVE DRAINAGE. POSITIVE DRAINAGE SHALL BE PROVIDED TO DIRECT STORMWATER AWAY FROM ALL STRUCTURES.
14. ALL CLARIFICATIONS OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE SITE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER PRIOR TO BEGINNING OF WORK.
15. CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO EXISTING FEATURES AND FACILITIES SCHEDULED TO REMAIN AS PART OF THE FINISHED CONSTRUCTION. REPAIR, REPLACEMENT, AND/OR REMOVAL AS DETERMINED BY OWNER SHALL BE AT THE CONTRACTOR'S EXPENSE.
16. CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIAL, AN ESTABLISHMENT PERIOD, AND AN OPTIONAL ONE YEAR MAINTENANCE PERIOD. SEE SPECIFICATIONS.
17. ALL RIGHT OF WAY LANDSCAPING SHALL BE MAINTAINED BY ADJACENT PROPERTY OWNER.



REVISIONS	
NO.	DESCRIPTION

Stamp

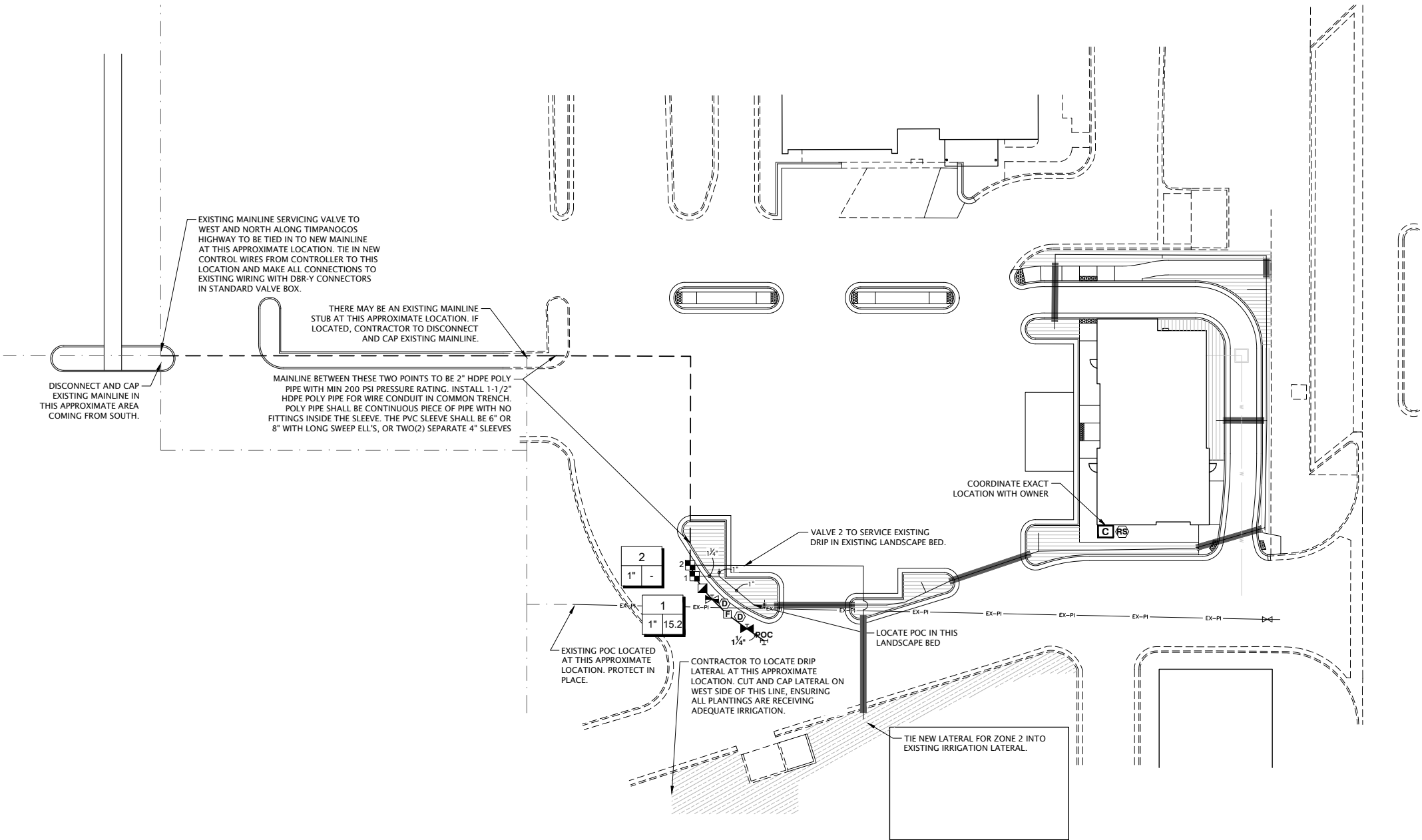
STATE OF UTAH  
CORY A. SHUPE  
No. 5410044-5301  
Licensed Landscape Architect

06/02/2025

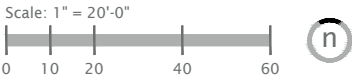
Designed By:	TH
Drawn By:	TH
Date:	06/02/2025
Checked By:	RD
Project No:	25-144

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICZ-101-40 DRIP CONTROL ZONE KIT. 1IN. ICV GLOBE VALVE WITH 1IN. HY100 FILTER SYSTEM. PRESSURE REGULATION: 40PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.
	AREA TO RECEIVE DRIPLINE EXISTING DRIPLINE EXISTING DRIPLINE IN THIS AREA TO BE TIED IN TO NEW DRIPLINE LATERAL FROM VALVE 2. CONTRACTOR TO CUT AND CAP LINE CURRENTLY BEING FED FROM WEST AT EDGE OF THIS HATCHED AREA. CONTRACTOR TO ENSURE BOTH AREA TIED IN TO NEW VALVE AND EXISTING DRIPLINE ARE OPERATING PROPERLY.
	AREA TO RECEIVE DRIPLINE NETAFIM TLCV-04-12 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH CHECK VALVE. 0.4 GPH EMITTERS AT 12" O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. 17MM.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER HQ-44RC QUICK COUPLER VALVE, YELLOW RUBBER COVER, RED BRASS AND STAINLESS STEEL. WITH 1IN. NPT INLET, 2-PIECE BODY.
	ISOLATION VALVE - APOLLO 77C -LINE SIZED
	STOP & WASTE VALVE- MUELLER MARK II ORISEAL LINE SIZED
	MANUAL DRAIN - FORD B11-333
	HUNTER P2C-400 WITH (01) PCM-300 LIGHT COMMERCIAL & RESIDENTIAL CONTROLLER, 7-STATION EXPANDED MODULE CONTROLLER, 120 VAC, OUTDOOR/INDOOR MODEL
	HUNTER RFC RAIN AND FREEZE SENSOR, WITH CONDUIT INSTALLATION, MOUNT AS NOTED. NORMALLY CLOSED SWITCH.
	AMIAID 2-A-MSIG-STEEL SCREEN AMIAID 2" MINI SIGMA, ANGLED SELF-CLEANING FILTER, BSPT OR NPT INLET-OUTLET. STAINLESS STEEL WEAWEWIRE SCREEN ELEMENT. ADI-P BLUETOOTH RANGE CONTROLLER. MAXIMUM WORKING PRESSURE 116PSI. INSTALL IN VIT STRONGBOX ENCLOSURE. PROVIDE 3" FLUSH LINE TO STORM DRAIN BOX.
	AMIAID 2" MINI SIGMA, ANGLED SELF-CLEANING FILTER, BSPT OR NPT INLET-OUTLET. STAINLESS STEEL WEAWEWIRE SCREEN ELEMENT. ADI-P BLUETOOTH RANGE CONTROLLER. MAXIMUM WORKING PRESSURE 116PSI. INSTALL IN VIT STRONGBOX ENCLOSURE. PROVIDE 3" FLUSH LINE TO STORM DRAIN BOX.
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40
	IRRIGATION MAINLINE: PVC SCHEDULE 40
	EXISTING IRRIGATION MAINLINE
	PIPE SLEEVE: PVC SCHEDULE 40
	Valve Callout # Valve Number # Valve Flow # Valve Size



LAYOUT IS DIAGRAMMATIC  
LOCATE ALL COMPONENTS,  
LINES, ETC IN LANDSCAPE  
AREAS.



SITE PLAN SUBMITTAL

IRRIGATION NOTES

1. THIS DRAWING IS DIAGRAMMATIC AND IS INTENDED TO CONVEY THE GENERAL LAYOUT OF IRRIGATION SYSTEM COMPONENTS. ALL IRRIGATION EQUIPMENT SHALL BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE. LOCATE MAINLINE AND VALVES NEAR WALKS WHERE FEASIBLE.

2. THE CONTRACTOR SHALL VERIFY THE AVAILABLE WATER PRESSURE AT THE SITE PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES BETWEEN THE WATER PRESSURE SHOWN ON THE DRAWINGS AND ACTUAL PRESSURE READINGS AT THE POINT OF CONNECTION TO THE LANDSCAPE ARCHITECT. WATER PRESSURE AT THE POINT OF CONNECTION IS EXPECTED TO BE A MINIMUM OF 75 PSI. IN THE EVENT THAT PRESSURE DIFFERENCES ARE NOT REPORTED PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.

3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL STRUCTURES, SITE IMPROVEMENTS, WALKS, UTILITIES, AND GRADE CHANGES. COORDINATE LAYOUT OF THE IRRIGATION SYSTEM WITH OTHER TRADES SO THAT CONSTRUCTION CAN CONTINUE IN A NORMAL SEQUENCE OF EVENTS. ADJUSTMENTS MAY BE NECESSARY TO MAINTAIN FULL COVERAGE DEPENDING ON ACTUAL SITE CONDITIONS. ANY SIGNIFICANT CHANGES WILL REQUIRE WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO PLACEMENT. ALL MODIFICATIONS SHALL BE RECORDED ON 'AS-BUILT' DRAWINGS.

4. DO NOT WILL FULLY INSTALL THE IRRIGATION SYSTEM WHEN IT IS APPARENT IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADING DIFFERENCES MAY NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.

5. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT SITE CONDITIONS AND EXISTING IRRIGATION SYSTEM (IF ANY). IN THE EVENT THAT THE CONTRACTOR DAMAGES, DISPLACES OR OTHERWISE CAUSES OTHER TRADES WORK TO BE REINSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ORIGINAL CONDITION AT HIS OWN EXPENSE.

6. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM PERFORMANCE. INSTALL HEADS WITH THE APPROPRIATE ARC AND RADIUS FOR THE AREA TO BE COVERED. ADJUST NOZZLES TO ELIMINATE OVERSPRAY ONTO WALKS, BUILDINGS, ETC.

7. IRRIGATION CONTROLLER(S) SHALL BE GROUNDED PER ESTABLISHED ASIC GUIDELINES.

8. IRRIGATION CONTROL WIRES SHALL BE COLOR CODED WIRE FOR DIRECT BURIAL. COMMON, HOT, & SPARE WIRES SHALL BE 14 AWG (WHITE, RED & YELLOW RESPECTIVELY). FOR CONTROL WIRE RUNS EXCEEDING 3000 FEET OR COMMON WIRE RUNS EXCEEDING 1500 FEET, USE 12 AWG WIRE. CONTRACTOR SHALL RUN 1 DEDICATED SPARE WIRE HOMERUN FROM CONTROLLER TO TERMINUS OF EACH WIRE LEG. WHERE REQUIRED, COMMUNICATION WIRE TO FLOW SENSOR SHALL BE PAIGE ELECTRIC PE-39-3 CABLE. ALL WIRE SPLICES TO BE LOCATED IN VALVE BOX. ALL WIRE CONNECTIONS SHALL BE 3M DBRY.

9. ALL MAINLINES, LATERAL LINES, AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES.

10. ALL MAINLINE AND LATERAL LINE PIPE SHALL BE SCHEDULE 40 PVC THROUGH 3" PIPE. 4" TO 6" PIPE SHALL BE CLASS 200 PVC. ALL LATERAL LINE FITTINGS SHALL BE SCHEDULE 40 PVC UNLESS OTHERWISE NOTED. ALL MAINLINE FITTINGS UNDER 3" SHALL BE SCHEDULE 80 PVC. MAINLINE FITTINGS 3" AND LARGER SHALL BE HARCO DUCTILE IRON, RESTRAIN PER MANUFACTURER'S RECOMMENDATIONS.

11. CONTRACTOR SHALL USE WELD-ON P-70 PRIMER AND 711 LOW VOC CEMENT FOR ALL SOLVENT WELDED JOINTS.

12. ALL LINES SHALL SLOPE TO DRAIN. ADD MANUAL DRAINS AT ALL MAINLINE LOW POINTS AS NECESSARY FOR COMPLETE DRAINAGE OF THE ENTIRE SYSTEM. INDICATE ALL DRAIN LOCATIONS ON 'AS-BUILT' DRAWINGS.

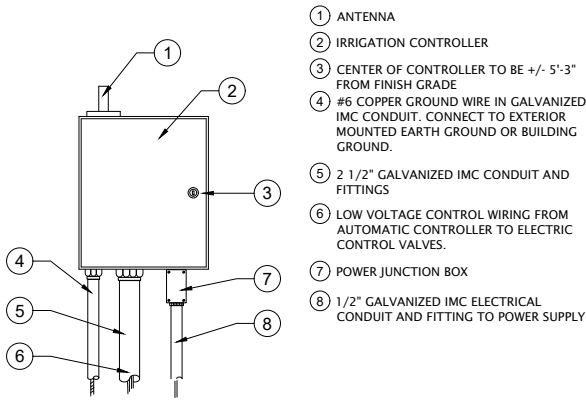
13. ALL VALVE BOXES AND LIDS IN ROCK MULCH AREAS ARE TO BE TAN IN COLOR. VALVE BOXES AND LIDS IN BARK MULCH AND LAWN AREAS ARE TO BE STANDARD GREEN. ALIGN VALVE BOXES PARALLEL WITH EDGE OF PAVEMENT/PLANTING BEDS. WHERE FEASIBLE, LOCATE THE EDGE OF VALVE BOX 12"-18" FROM EDGE OF PAVEMENT.

14. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE. HEADS SHALL BE LOCATED 1" AWAY FROM AND 1/4" BELOW ADJACENT CURBS, WALLS, WALKS, AND MOWSTRIPS.

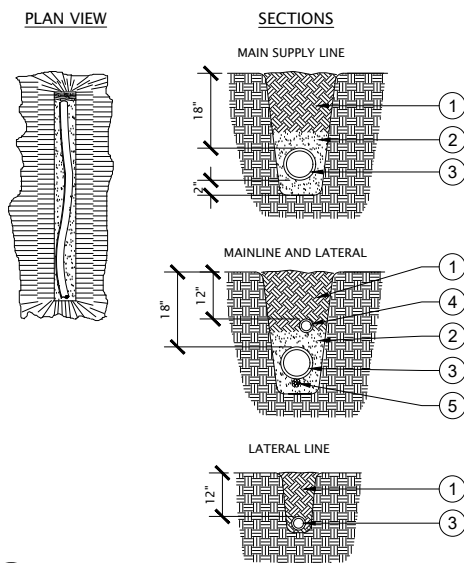
15. DRIP DISTRIBUTION TUBING TO BE BURIED BELOW MULCH AND STAKED AT MIN. 6" O.C. DRIP FITTINGS SHALL BE BARBED INSERT TYPE FITTINGS. COMPRESSION TYPE FITTINGS WILL NOT BE ACCEPTED. EMITTERS SHALL BE LOCATED ON UPHILL SIDE OF PLANTS. INSTALL DRIP FLUSH VALVE AT LOW POINT OF EACH DRIP ZONE AND AT THE END DRIP LINES.

16. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT, AND WORKMANSHIP. GUARANTEE SHALL COVER REPAIR OF DAMAGE TO ANY PART OF THE PREMISES RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT, OR WORKMANSHIP TO THE SATISFACTION OF THE OWNER. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY AND AT NO ADDITIONAL COST TO THE OWNER.

17. SEE DETAILS FOR ADDITIONAL INFORMATION. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.



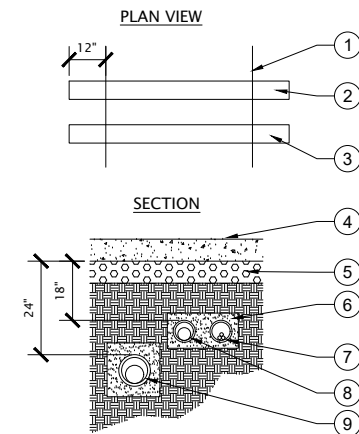
1 CONTROLLER WITH WALL MOUNT  
NOT TO SCALE



2 PIPE TRENCH  
NOT TO SCALE

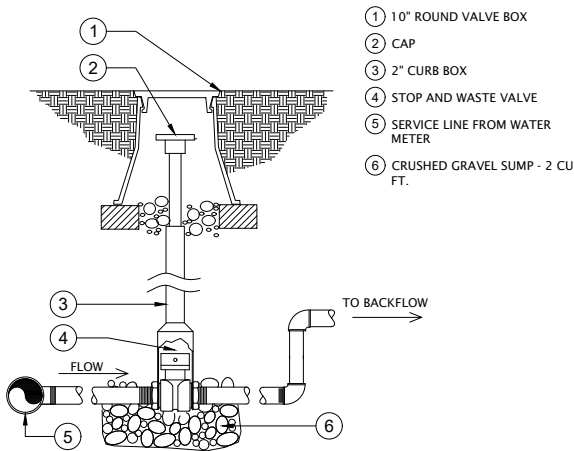
- 1 DEBRIS FREE FILL
- 2 DEBRIS FREE SAND. 2" ABOVE AND BELOW MAINLINE.
- 3 MAINLINE
- 4 LATERAL LINE
- 5 TUBING OR WIRING TO BE TAPED TO MAINLINE EVERY 10'-0"

NOTES:  
1. TAPE AND BUNDLE TUBING OR WIRING AT 10' INTERVALS  
2. ALL 120 VOLT WIRING IN CONDUIT TO BE INSTALLED AS PER LOCAL CODES  
3. ALL PVC PIPING TO BE SNAKED IN TRENCHES AS SHOWN  
4. ALL TRENCH WIDTHS 8" MINIMUM



NOTES:  
1. SEE NOTES (IRRIGATION LEGEND) FOR SLEEVE SIZING.  
2. 4" MIN. CLEARANCE IN ANY DIRECTION BETWEEN LATERALS, MAINLINE, OR SLEEVING.

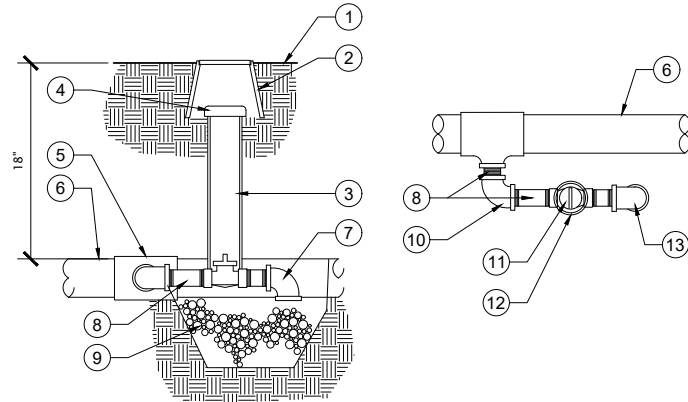
3 PIPE SLEEVE  
NOT TO SCALE



NOTE:  
1. PLUMB STOP AND WASTE VALVE TO 40" DEEP IF WATER SUPPLY LINE IS DEEPER.  
2. ALL VALVE BOXES AND LIDS IN ROCK MULCH AREAS ARE TO BE TAN IN COLOR. VALVE BOXES AND LIDS IN BARK MULCH AND LAWN AREAS TO BE STANDARD GREEN.

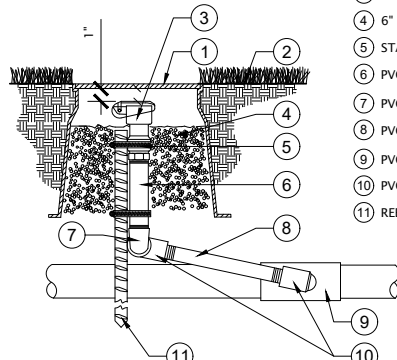
4 STOP AND WASTE VALVE  
1" = 1'-0"

P-25-144-05



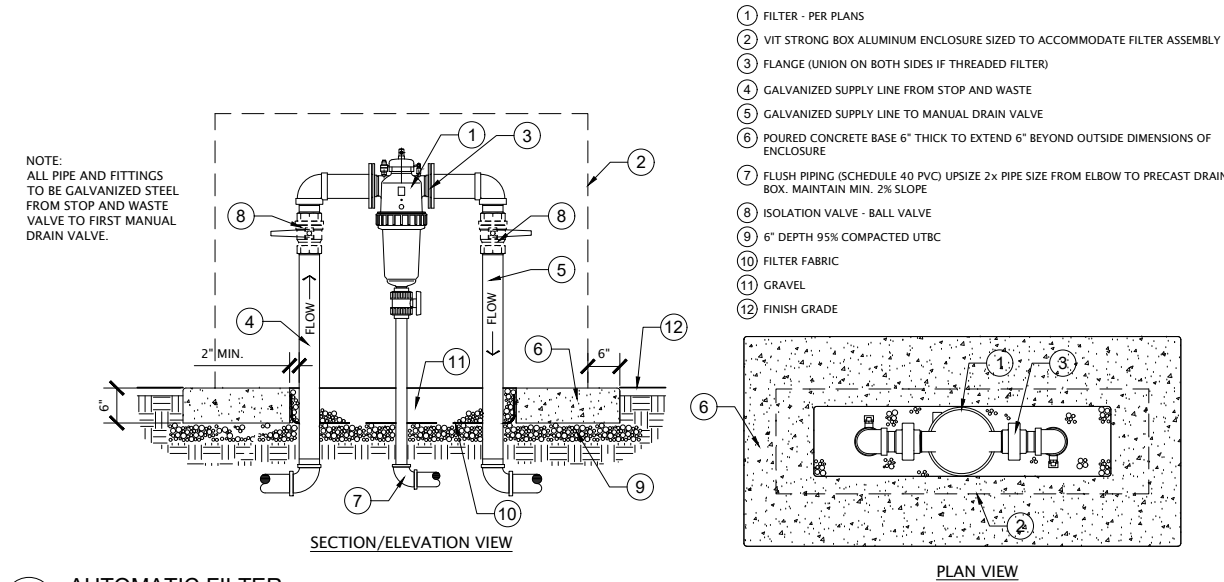
5 MANUAL DRAIN VALVE  
NOT TO SCALE

- 1 FINISH GRADE
- 2 ROUND VALVE BOX
- 3 2" CLASS 200 PVC SLEEVE
- 4 CAP
- 5 TEE IN MAIN LINE
- 6 MAIN LINE
- 7 MARLEX STREET ELL
- 8 3/4" SCH. 80 PVC THREADED NIPPLE AND ELBOW
- 9 1 CU. FT. PEA GRAVEL SUMP
- 10 3/4" ELBOW
- 11 MANUAL DRAIN
- 12 2" CLASS 200 PVC SLEEVE
- 13 MARLEX STREET ELL



6 QUICK COUPLER  
NOT TO SCALE

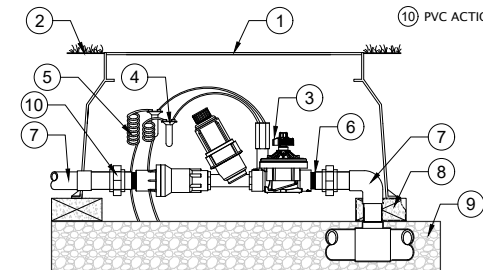
- 1 ROUND VALVE BOX: EXTENSION LENGTH AS REQ'D.
- 2 FINISH GRADE
- 3 QUICK COUPLING VALVE
- 4 6" DEEP PEA GRAVEL
- 5 STAINLESS STEEL GEAR CLAMPS (1 OF 2)
- 6 PVC. SCH. 80 NIPPLE (6" LENGTH)
- 7 PVC. SCH. 80 STREET EL
- 8 PVC. SCH. 80 NIPPLE (8" LENGTH)
- 9 PVC. SCH. 80 TEE
- 10 PVC. SCH. 80 ELL
- 11 REBAR STAKE (24" LENGTH)



NOTE:  
ALL PIPE AND FITTINGS TO BE GALVANIZED STEEL FROM STOP AND WASTE VALVE TO FIRST MANUAL DRAIN VALVE.

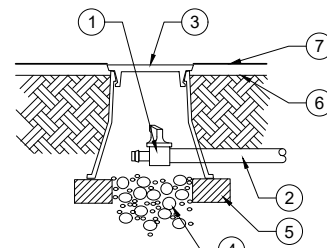
7 AUTOMATIC FILTER  
NOT TO SCALE

NOTE:  
1. ALL IRRIGATION CONTROL WIRE SPLICES ARE TO BE MADE USING 3M DBR-Y SPLICE.  
2. ALL VALVE BOXES AND LIDS TO MATCH COLOR OF MULCH AREAS. VALVE BOXES AND LIDS IN LAWN AREAS TO BE STANDARD GREEN.



8 DRIP CONTROL VALVE ASSEMBLY (HUNTER)  
NOT TO SCALE

P-25-144-10



NOTES:  
1. INSTALL DRIP FLUSH VALVE(S) AT LOW POINT OF EACH DRIP ZONE AND AT END OF LINES.  
2. ALL VALVE BOXES AND LIDS IN ROCK MULCH AREAS ARE TO BE TAN IN COLOR. VALVE BOXES AND LIDS IN BARK MULCH AND LAWN AREAS TO BE STANDARD GREEN.

9 DRIP FLUSH VALVE  
NOT TO SCALE



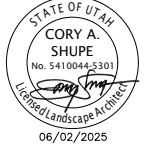
blu line designs  
planning | landscape architecture | design  
8719 S. Sandy Parkway  
Sandy, UT 84070  
p 801.913.7994

HIGHLAND TOWN PLAZA - LOT 3

10969 NORTH TOWN CENTER BOULEVARD  
HIGHLAND, UTAH

REVISIONS	
NO.	DESCRIPTION

Stamp



Designed By: TH  
Drawn By: TH  
Date: 06/02/2025  
Checked By: RD  
Project No: 25-144

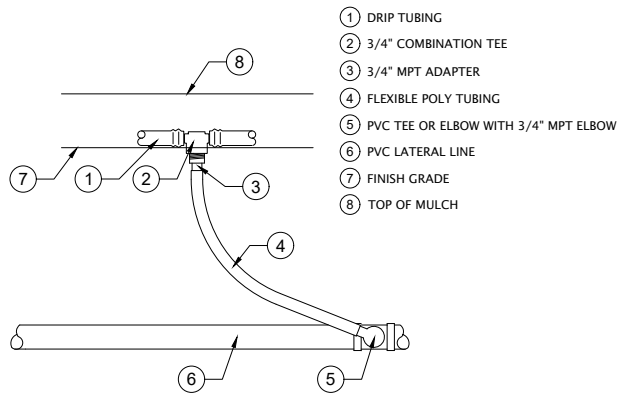
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IRRIGATION  
NOTES &  
DETAILS

Drawing number

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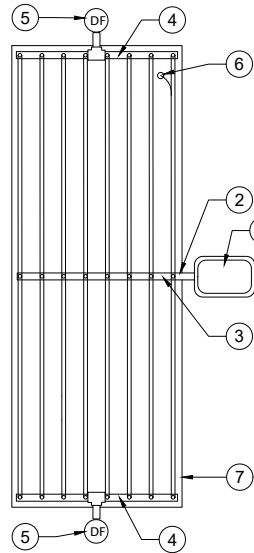
SITE PLAN SUBMITTAL





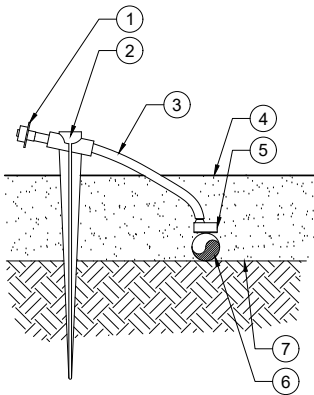
- NOTES:
1. INSTALL A MINIMUM OF ONE PVC TO DRIP TUBING CONNECTION FOR EVERY 5 GPM OF FLOW.
  2. CONSULT MANUFACTURER'S RECOMMENDATIONS FOR MAXIMUM RUN LENGTH.

1 PVC TO DRIP TUBING CONNECTION  
NOT TO SCALE



- NOTES:
1. INSTALL A MINIMUM OF ONE PVC TO DRIP TUBING CONNECTION FOR EVERY 5 GPM OF FLOW.
  2. CONSULT MANUFACTURER'S RECOMMENDATIONS FOR MAXIMUM RUN LENGTH.

2 CENTER FEED IN LINE DRIP  
NOT TO SCALE



- NOTES:
1. USE HUNTER EMITTER MULTI-TOOL TO INSERT EMITTER DIRECTLY INTO 1/2" POLYETHYLENE TUBING.

3 DRIP EMITTER (HUNTER)  
NOT TO SCALE

U:\0 - LET PROJECTS\2024\2024-0026-HIGHLAND COMM SITE PLAN\CAD\DWG\FINAL\CA-0026 SITE PLAN.DWG 7/2/2025 1:40 PM

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AND INSPECTED IN STRICT ACCORDANCE WITH ALL JURISDICTIONAL AUTHORITIES.
2. CONTRACTOR SHALL COMPLY WITH THE STANDARDS INDICATED WITHIN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES, OWNERS, ENGINEERS, AND UTILITY COMPANIES FIVE DAYS PRIOR TO A PRE-CONSTRUCTION MEETING.
3. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
4. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
5. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF, AND AT, THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, (1) THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.
6. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND ANSWER ANY QUESTIONS BEFORE CONSTRUCTION.
7. ALL TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT MUTCD AND UDOT STANDARDS. FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
8. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.
9. CONTRACTOR TO VERIFY EXISTING CONDITIONS, TIE IN POINTS, UTILITY CONNECTIONS, ETC. PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
10. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCHMARKS, CONTROL POINTS, SECTION CORNERS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY UNNECESSARY LOSS OR DISTURBANCE.
11. CONTRACTOR TO FURNISH, MAINTAIN, AND RESTORE ALL SURVEY MONUMENTS AND MONUMENT REFERENCE MARKERS WITHIN THE PROJECT SITE. CONTRACTOR TO CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT PERMITTING, LOCATIONS AND CONSTRUCTION DETAILS.
12. ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.

GENERAL CLEARING AND GRADING NOTES

1. CLEARING, GRUBBING AND DISPOSAL OF VEGETATIVE MATERIAL NEEDS TO BE IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS, WHICH APPLY TO SOLID WASTE.
2. THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON DRAWINGS AND A TOPOGRAPHIC SURVEY PERFORMED BY LEI ENGINEERS (UNLESS OTHERWISE NOTED); IF THE EXISTING GRADE IS DIFFERENT FROM WHAT IS SHOWN ON THE GRADING PLAN, CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY.
3. ALL EARTH WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S REPORT.
4. WHEN USING ELECTRONIC FILES OF MASS GRADING SITES PREPARED BY LEI THE CONTRACTOR MUST USE THE DIGITAL TERRAIN MODEL CREATED BY AUTODESK CIVIL 3D AND NOT A REPRODUCTION OF PROPOSED CONTOURS. LEI IS NOT RESPONSIBLE FOR ANY INACCURACIES, ERRORS AND/OR DISCREPANCIES DUE TO CONVERSION OR USE OF ELECTRONIC FILES.
5. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
6. EROSION CONTROL - A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED IN ACCORDANCE WITH THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) PERMIT FOR CONSTRUCTION, OUTLINING HOW EROSION AND SILTATION WILL BE CONTROLLED. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MAINTAINING THE APPROPRIATE PERMITS AND INSPECTIONS. A COPY OF THE PLAN MUST BE ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE PLAN AND INSTALLING AND MAINTAINING THE EROSION CONTROL FACILITIES WITH EACH PHASE OF WORK. SHOULD SILT LEAVE THE SITE OR EROSION OCCURS, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO TAKE CORRECTIVE ACTION AND REPAIR ANY DAMAGE CAUSED BY THE SILT OR EROSION IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE MODIFICATION AND APPROVAL OF THE PLAN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

GENERAL UTILITY NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING BLUE STAKES FOR MARKINGS TO VERIFY ALL EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES AND FOR ALL INTERRUPTIONS CAUSED BY THE RESULTS OF HIS WORK.
2. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONTRACTORS WORK FORCE.
3. START AT THE LOW END OF ALL GRAVITY FEED LINES AND WORK UPHILL. DO NOT DRY START GRAVITY FEED LINES THAT TIE INTO EXISTING GRAVITY LINES. FAILURE TO COMPLY WITH THIS NOTE SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.
4. CONTRACTOR SHALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF-SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.
5. ANY POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE PURPOSES ONLY AND ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING UTILITIES, NOR FOR ANY NEW UTILITY SERVICES. CONTRACTOR TO SUBMIT SITE PLAN TO APPROPRIATE UTILITY PROVIDER FOR DESIGN OF SERVICE CONNECTIONS.
6. ALL DIMENSIONS, GRADES AND UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXISTS PRIOR TO CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
7. ALL EXISTING MANHOLES, WATER VALVES, CLEAN OUTS, ETC., ARE TO BE RAISED OR LOWERED TO GRADE.
8. THE DRY START OF ANY UTILITY WITHOUT DIRECT CONNECTION TO EXISTING UTILITY INFRASTRUCTURE IS HIGHLY DISCOURAGED UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER. LEI IS NOT RESPONSIBLE FOR ANY ISSUES OR CHANGES RESULTING FROM SUCH CONSTRUCTION METHODS.
9. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER AND AT THE SOLE RISK OF THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER.
10. CONTRACTOR IS RESPONSIBLE TO REMOVE, SALVAGE, AND REPLACE FENCE LINES WHICH ARE DISTURBED DURING CONSTRUCTION.
11. SANITARY SEWER TO BE INSTALLED A MINIMUM OF 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ALL WATER LINES.
12. ALL PIPE LENGTHS SHOWN ON PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS NOTED OTHERWISE.
13. UTILITY LATERAL TO BE INSTALLED PER CITY STANDARD LOCATION UNLESS OTHERWISE NOTED.

ELECTRONIC FILE NOTES

1. THE HARD COPIES OF THIS INFORMATION WILL GOVERN OVER THE ELECTRONIC DATA IN THE EVENT ANY DISCREPANCIES ARE FOUND WITH THE INFORMATION. PLEASE CONTACT LEI BEFORE CONSTRUCTION IF ANY DISCREPANCIES ARE FOUND.
2. THE INFORMATION RECORDED ON OR TRANSMITTED AS ELECTRONIC MEDIA WAS CREATED USING AUTODESK CIVIL 3D 2020 SOFTWARE. THEREFORE, THE INFORMATION IS SUBJECT TO UNDETECTABLE ALTERATION, EITHER INTENTIONAL OR UNINTENTIONAL DUE TO, AMONG OTHER CAUSES, TRANSMISSION, CONVERSION, MEDIA DEGRADATION, SOFTWARE ERROR, OR HUMAN ALTERATION.

THESE NOTES TO BE ADDED TO AND KEPT WITH ALL SUBDIVISION IMPROVEMENT PLAN SETS

GENERAL NOTES:

1. THESE NOTES SHALL BE DEEMED AN ADDENDUM TO THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA) MANUAL STANDARD SPECIFICATIONS. HIGHLAND CITY FOLLOWS THE MOST CURRENT APWA SPECIFICATIONS AND STANDARD PLANS (AVAILABLE AT WWW.APWAUTAH.ORG)
2. TWO (2) WORKING DAYS' NOTICE IS REQUIRED FOR ALL INSPECTIONS. INSPECTIONS ARE TO BE SCHEDULED THROUGH THE PUBLIC WORKS SECRETARY EITHER VERBALLY (801-772-4515), OR BY EMAIL (PUBLICWORKS@HIGHLANDCITY.ORG).
3. HIGHLAND CITY ENGINEERING INSPECTORS WORK MONDAY THROUGH THURSDAY (7:00 A.M. TO 5:30 P.M.). INSPECTIONS WILL BE SCHEDULED BETWEEN 7:30 A.M. AND 5:00 P.M.
4. ANY WORK PERFORMED WITHOUT THE PROPER APPROVALS OR INSPECTIONS TAKING PLACE WILL BE REMOVED AT THE CONTRACTOR'S EXPENSE AND RE-DONE WITH THE PROPER APPROVALS OR INSPECTIONS. MATERIAL REPLACEMENT OR RE-DESIGN MAY BE REQUIRED AT THE DISCRETION OF THE CITY INSPECTOR AND AT THE EXPENSE OF THE CONTRACTOR.
5. ALL CONSTRUCTION SHALL BE SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS STAMPED "APPROVED FOR CONSTRUCTION, HIGHLAND PUBLIC WORKS" WITH A DATE AND SIGNATURE. THESE PLANS ARE TO BE ON-SITE AT ALL TIMES AND AVAILABLE TO THE CITY INSPECTOR FOR REVIEW. IF THE PLANS ARE NOT ON SITE, A STOPPAGE OF WORK WILL BE ISSUED UNTIL THE PLANS ARE AVAILABLE.
6. ANY CHANGES TO THE APPROVED CONSTRUCTION DRAWINGS MUST BE APPROVED BY THE CITY ENGINEER AND DESIGN ENGINEER. THIS APPROVAL WILL BE GIVEN IN WRITING BY THE CITY ENGINEER TO THE CONTRACTOR AND THE DEVELOPER. UNTIL SUCH WRITTEN AUTHORIZATION IS RECEIVED, THERE HAS BEEN NO APPROVAL GRANTED TO CHANGE THE PLANS.
7. THE CONTRACTOR IS RESPONSIBLE FOR REPORTING ANY ERRORS FOUND ON THE APPROVED DRAWINGS, AS SOON AS THEY ARE DISCOVERED, TO THE CITY ENGINEER AND THE DESIGN ENGINEER. A WRITTEN ADDENDUM, WRITTEN BY THE CITY ENGINEER, WILL BE ISSUED TO THE CONTRACTOR AND THE DEVELOPER NOTIFYING THEM OF THE CHANGE TO THE PLANS. THERE WILL BE NO COST TO THE CITY FOR THESE CHANGES.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY DAMAGE THAT MAY OCCUR FROM THE PROJECT. THE CONTRACTOR SHALL ENSURE THAT ALL NECESSARY APPROVALS FOR WORK THAT IMPACTS OR IS LOCATED ON ADJACENT PROPERTIES OR WATER CONVEYANCE FACILITIES ARE OBTAINED IN WRITING AND PROVIDED TO THE CITY PRIOR TO BEGINNING WORK.
9. THE CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY REQUIREMENTS ON THE JOB SITE AND WILL ENSURE ENFORCEMENT OF THE NECESSARY AND GOVERNING REGULATIONS.
10. ALL CONSTRUCTION DEBRIS SHALL BE REMOVED (IE NO CONCRETE).
11. THE PARK STRIP SHALL BE FILLED WITH NATIVE TOPSOIL, LEVEL WITH TOP OF CURB, NO ROCKS GREATER THAN THREE (3) INCHES.
12. HIGHLAND CITY DEFINES THE TIME FOR COMPLETION OF THE PUNCH LIST ITEMS TO BE THIRTY (30) DAYS.

UTILITY NOTES:

1. UNLESS OTHERWISE NOTED ON THE PLANS, THE EXISTING UTILITIES AND THEIR LOCATIONS ARE TAKEN FROM RESEARCH DATA OF AVAILABLE RECORDS AND NOT ACTUAL FIELD VERIFICATIONS.
2. THE EXISTING UTILITIES LOCATED ON THE PLANS ARE FOR THE CONVENIENCE OF THE CONTRACTOR. NEITHER THE CITY ENGINEER, DESIGN ENGINEER, NOR THE DEVELOPER WILL BEAR ANY RESPONSIBILITY FOR THE ACCURACY OF THE DATA OR FOR UTILITIES NOT SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF THESE UTILITIES.
3. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING ALL LAWS AND REGULATIONS REGARDING UTILITY LOCATIONS AND EXCAVATING AROUND THESE UTILITIES, INCLUDING THE REQUIRED ROAD CUT / RIGHT OF WAY PERMIT.
4. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING UTILITIES THAT ARE TO REMAIN IN PLACE. ANY DAMAGE DONE BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED SATISFACTORILY BY THE CITY ENGINEER AND OWNING UTILITY COMPANY AT THE EXPENSE OF THE CONTRACTOR.

QUALITY CONTROL AND TESTING:

- A. BASE
  1. ALL TESTING PERFORMED WILL BE AT NO COST TO THE CITY.
  2. ALL COMPACTION TESTING SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT FOR REVIEW AND APPROVAL BEFORE MOVING TO THE NEXT PHASE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO ASPHALT, SIDEWALK, CURB, GUTTER, ETC.
  3. ALL TESTING WILL BE PERFORMED BY A CERTIFIED TESTING LABORATORY AND A CERTIFIED TESTER.
  4. COMPACTION SHALL MEET THE 95% MODIFIED PROCTOR REQUIREMENTS.
  5. THE CITY INSPECTOR HAS THE AUTHORITY TO DIRECT THE LOCATION OF TESTING OR TO CALL FOR ADDITIONAL TESTS IF DEEMED NECESSARY.
- B. SUBBASE
  1. ALL TESTING PERFORMED WILL BE AT NO COST TO THE CITY.
  2. ALL SUBBASES (OR SUBGRADE IF NO SUBBASE IS USED) WILL HAVE A PROOF ROLLING TEST WITH A CITY INSPECTOR ON SITE.
  3. PROOF ROLLING TESTS WILL CONSIST OF DRIVING OVER THE SUBBASE/SUBGRADE WITH A FULLY LOADED FOUR THOUSAND (4,000) GALLON WATER TRUCK TO CHECK FOR ANY TYPE OF DEFLECTION IN THE MATERIAL.
  4. THE CITY INSPECTOR SHALL HAVE THE DISCRETION TO REQUEST THE REMOVAL OF MATERIAL AND THE AMOUNT AT LOCATIONS OF FAILURES.
  5. THE FAILED MATERIAL SHALL BE REMOVED AND REPLACED AT THE EXPENSE OF THE CONTRACTOR AND RETESTED.
- C. TRENCH COMPACTION
  1. ALL TESTING PERFORMED WILL BE AT NO COST TO THE CITY.
  2. TESTING RESULTS ARE REQUIRED TO BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT FOR REVIEW AND APPROVAL BEFORE THE NEXT PHASE OF CONSTRUCTION CAN BEGIN.
  3. COMPACTION TESTS ARE REQUIRED EVERY TWO HUNDRED (200) LINEAR FEET OF EACH UTILITY AND EVERY TWO (2) FEET OF VERTICAL LIFT.
  4. MAXIMUM LIFT THICKNESS IS EIGHT (8) INCHES.
- D. SIDEWALKS AND CURB & GUTTER
  1. ALL TESTING PERFORMED WILL BE AT NO COST TO THE CITY.
  2. TESTING RESULTS ARE REQUIRED TO BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT FOR REVIEW AND APPROVAL BEFORE THE NEXT PHASE OF CONSTRUCTION CAN BEGIN.
  3. SIDEWALKS - COMPACTION TESTS ARE REQUIRED EVERY FOUR HUNDRED (400) LINEAR FEET PER LIFT.
  4. CURB AND GUTTER-COMPACTION TESTS ARE REQUIRED EVERY TWO HUNDRED (200) LINEAR FEET PER LIFT.
  5. MAXIMUM LIFT THICKNESS IS EIGHT (8) INCHES.

TRAFFIC NOTES:

1. ALL CONSTRUCTION SIGNAGE, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
2. BEFORE ANY WORK IS STARTED IN THE RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL ALL ADVANCE WARNING SIGNS FOR THE CONSTRUCTION ZONE.
3. THE CONTRACTOR SHALL INSTALL TEMPORARY STOP SIGNS AT ALL NEW STREET ENCROACHMENTS INTO EXISTING PUBLIC RIGHTS-OF-WAY THAT WERE WARRANTED IMMEDIATELY AFTER THE FIRST GRADING WORK IS ACCOMPLISHED AND SHALL MAINTAIN SAID SIGNS UNTIL PERMANENT SIGNS ARE INSTALLED.
4. IF IT IS DETERMINED BY THE PUBLIC WORKS DEPARTMENT THAT A SCHOOL ZONE IS ENCRoACHED UPON BY A CONSTRUCTION WORK ZONE, AND IT IS DETERMINED THAT THERE IS A NEED FOR STUDENTS TO BE ASSISTED IN THE SAFE CROSSING THROUGH THAT WORK ZONE, THE SCHOOL SHALL BE NOTIFIED, AND THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE A QUALIFIED CROSSING GUARD. THE GUARD SHALL BE PRESENT FOR THE FULL DURATION OF TIME THOSE CHILDREN ARE LIKELY TO BE PRESENT AND/OR AS REQUESTED BY THE SCHOOL.
5. IF THE IMPROVEMENTS NECESSITATE THE OBLITERATION, TEMPORARY OBSTRUCTION, TEMPORARY REMOVAL, OR RELOCATION OF ANY EXISTING TRAFFIC PAVEMENT MARKING, SUCH PAVEMENT MARKING SHALL BE RESTORED OR REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE CITY ENGINEER OR DESIGNEE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL PERMANENT SIGNS SHOWN ON THE PLANS. STREET NAME SIGNS SHALL CONFORM IN THEIR ENTIRETY TO CURRENT CITY STANDARDS. ALL OTHER SIGNS SHALL BE STANDARD SIZE UNLESS OTHERWISE SPECIFIED ON THE PLANS. ALL SIGNPOSTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT CITY STANDARDS.
7. ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION.
7. THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT, AND FLAG PERSONS NECESSARY TO ENSURE THE SAFETY OF WORKERS AND VISITORS.

ABBREVIATIONS

NG	NATURAL GROUND
FG	FINISH GRADE
FS	FINISH SURFACE
EG	EXISTING GRADE
EX	EXISTING
TOW	TOP OF WALL
BOW	BOTTOM OF WALL
FF	FINISH FLOOR
GFF	GARAGE FINISH FLOOR
FH	FIRE HYDRANT
PI	PRESSURIZED IRRIGATION
CB	CATCH BASIN
SMH	SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE



CIVIL  
STRUCTURAL  
SURVEY

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HIGHLAND TOWN PLAZA - LOT 3  
10969 NORTH TOWN CENTER BOULEVARD, HIGHLAND, UTAH

GENERAL NOTES

REVISIONS

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LEI PROJECT #:

2024-0026

DRAWN BY:

RWH

DESIGNED BY:

BTG

SCALE:

NONE

DATE:

07/02/2025

SHEET

102





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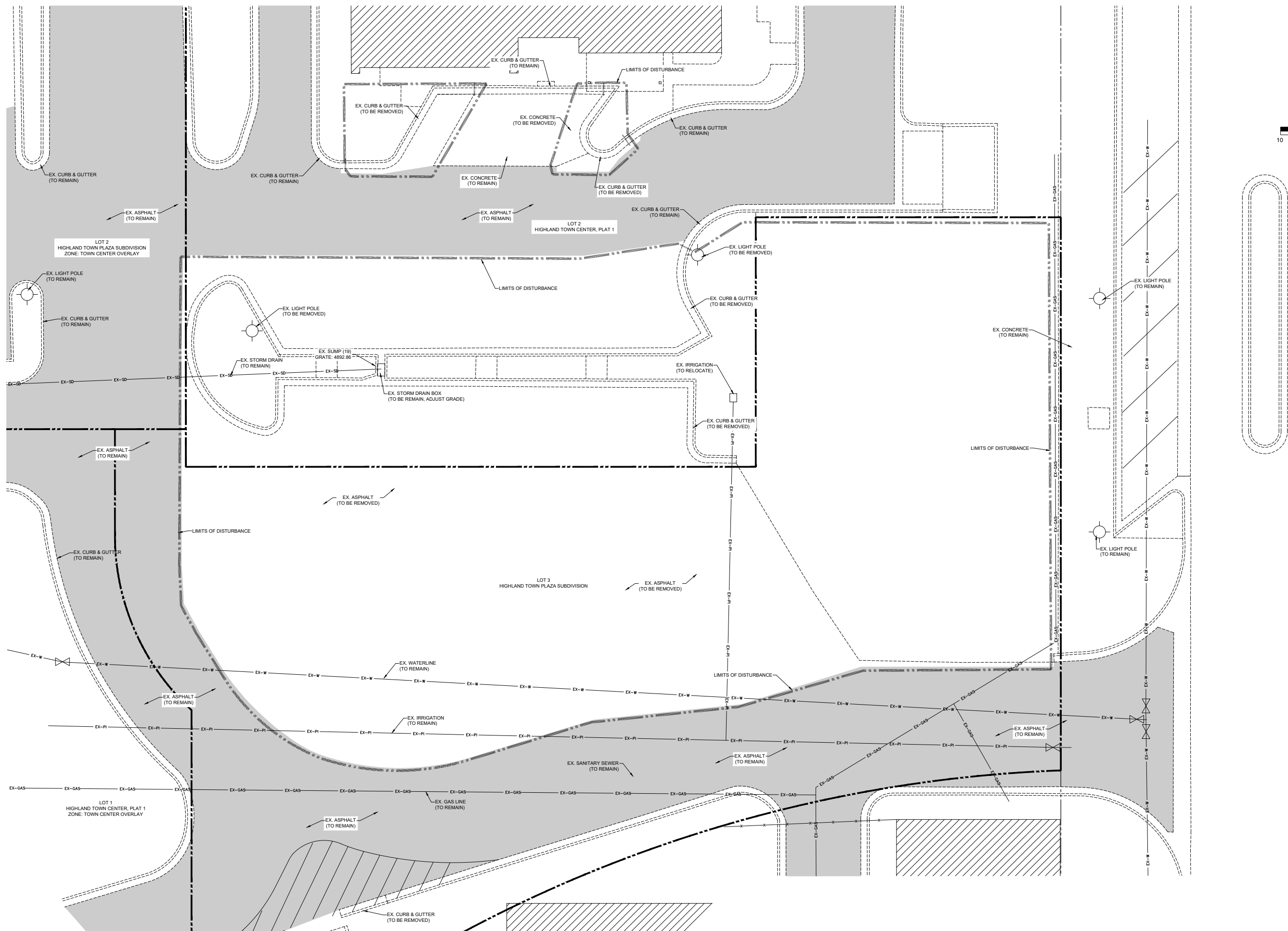
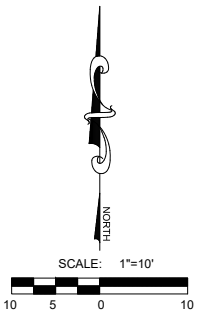


**HIGHLAND TOWN PLAZA - LOT 3**  
10969 NORTH TOWN CENTER BOULEVARD, HIGHLAND, UTAH  
**DEMOLITION PLAN**

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LEI PROJECT #:  
**2024-0026**  
DRAWN BY:  
**RWH**  
DESIGNED BY:  
**BTG**  
SCALE:  
**1"=10'**  
DATE:  
**07/02/2025**

SHEET  
**103**





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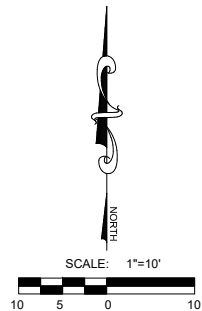


**HIGHLAND TOWN PLAZA - LOT 3**  
10969 NORTH TOWN CENTER BOULEVARD, HIGHLAND, UTAH  
**SITE PLAN**

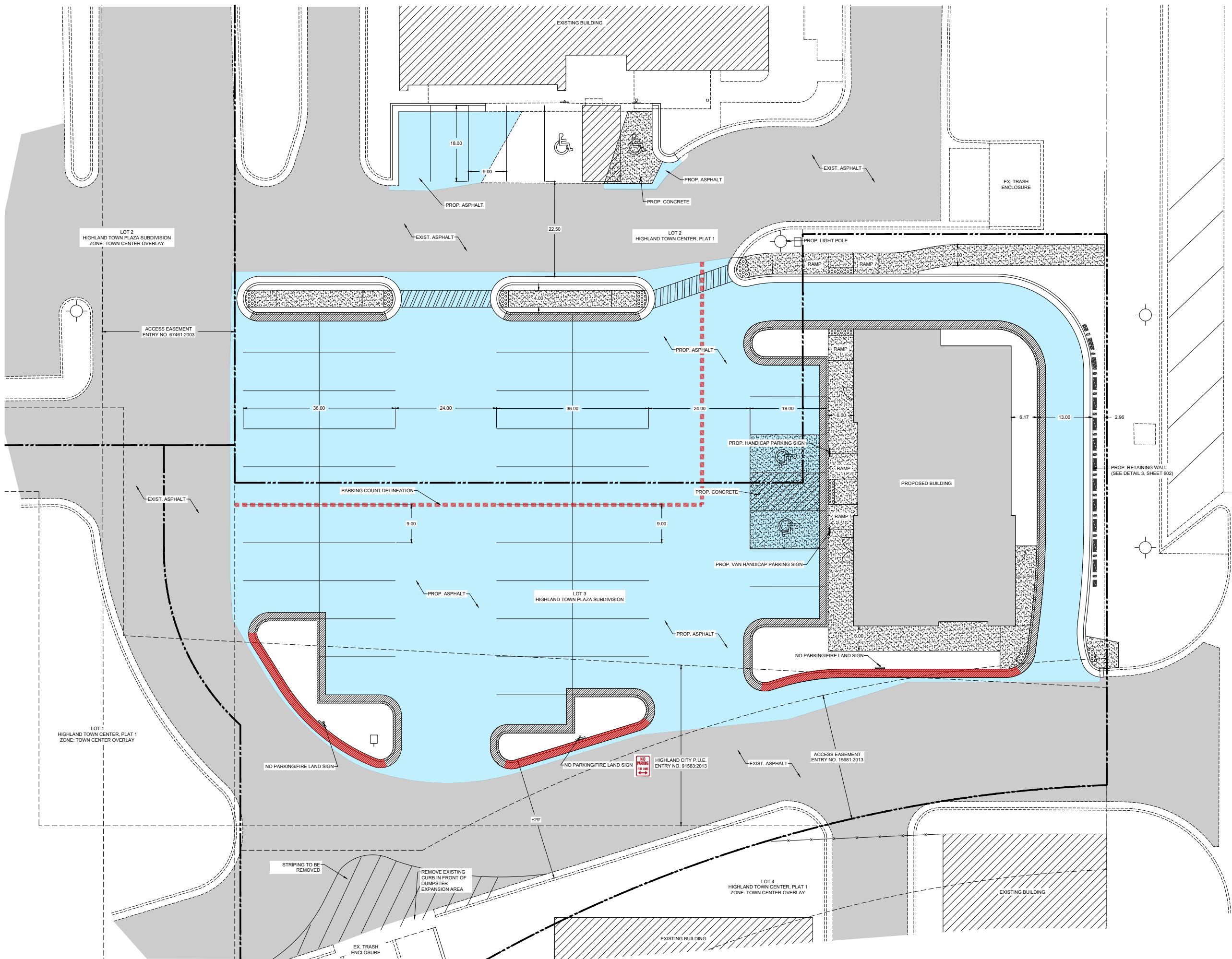
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**RWH**  
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**BTG**  
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DATE:  
**07/02/2025**

SHEET  
**104**



TOWN CENTER BOULEVARD









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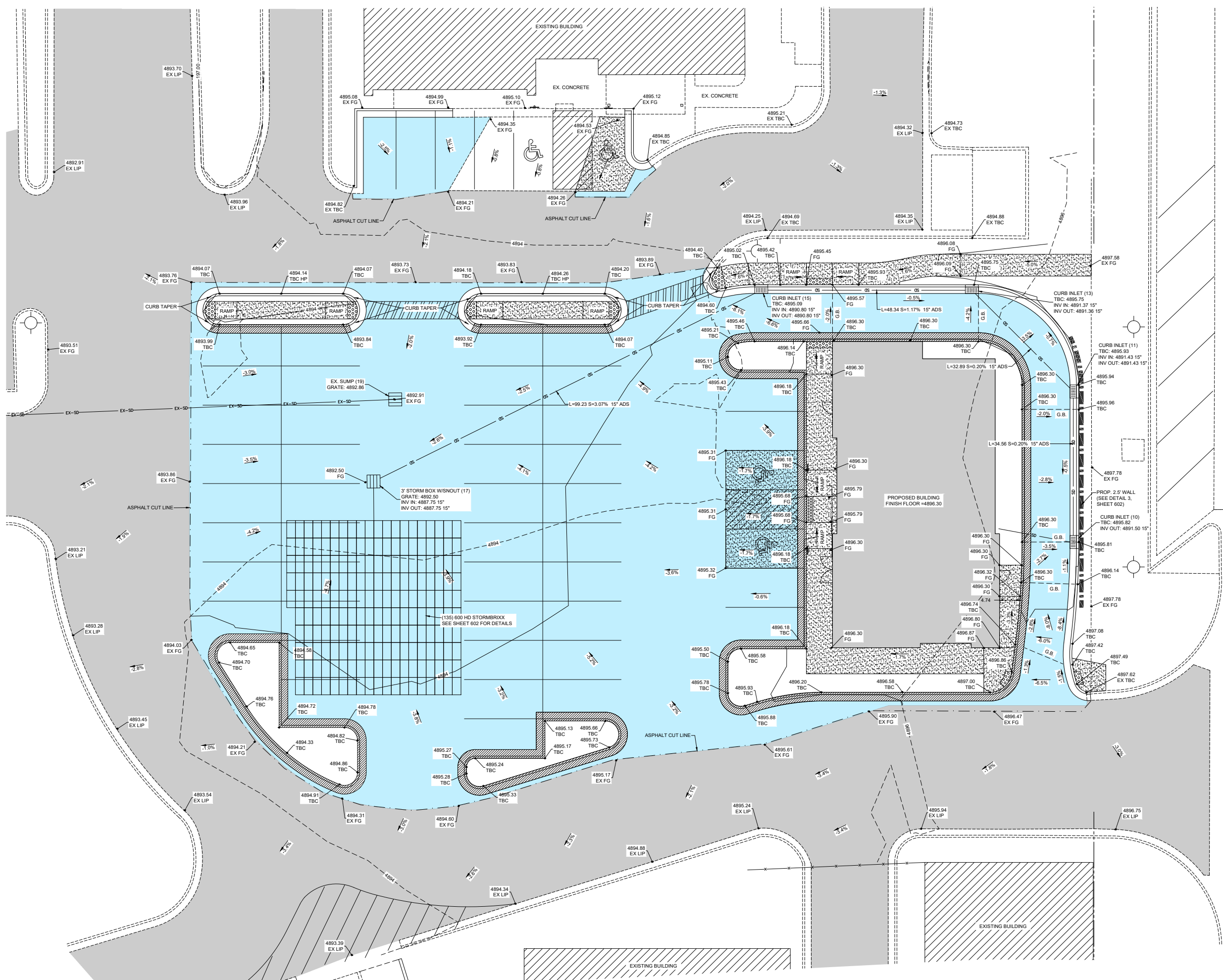
HIGHLAND TOWN PLAZA - LOT 3  
10969 NORTH TOWN CENTER BOULEVARD, HIGHLAND, UTAH  
GRADING PLAN

REVISIONS	
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LEI PROJECT #:  
2024-0026  
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RWH  
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SCALE:  
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DATE:  
07/02/2025

SHEET

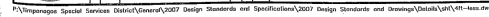
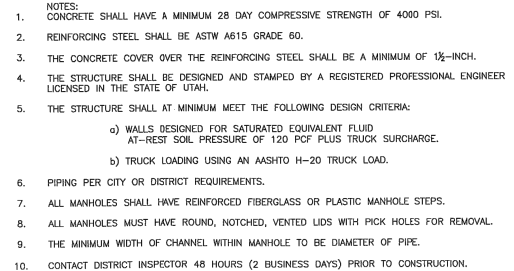
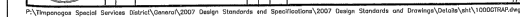
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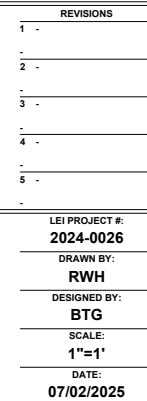
HIGHLAND BOULEVARD

SCALE: 1"=10'  
10 5 0 10

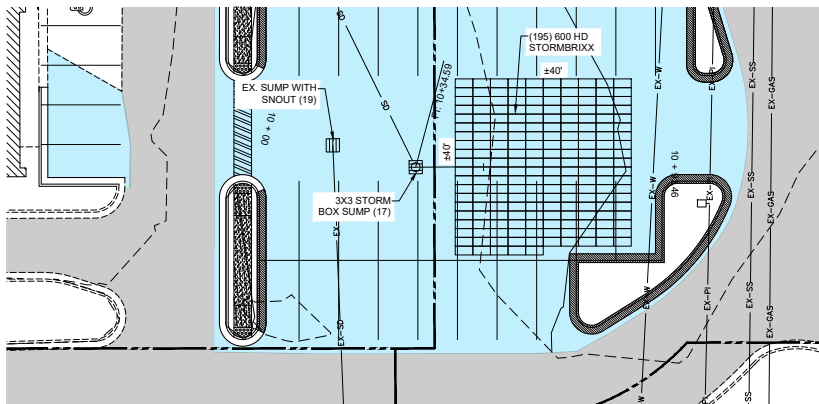
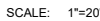




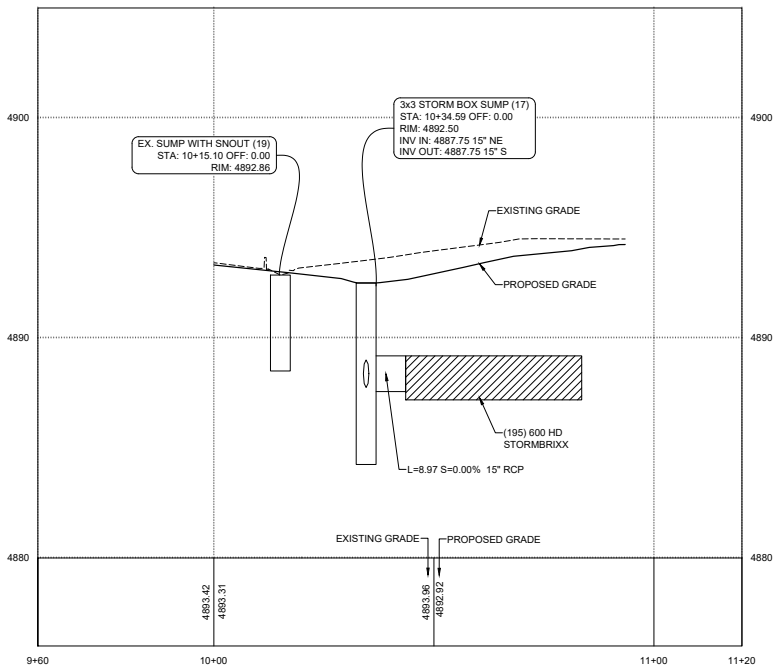
## DETAILS







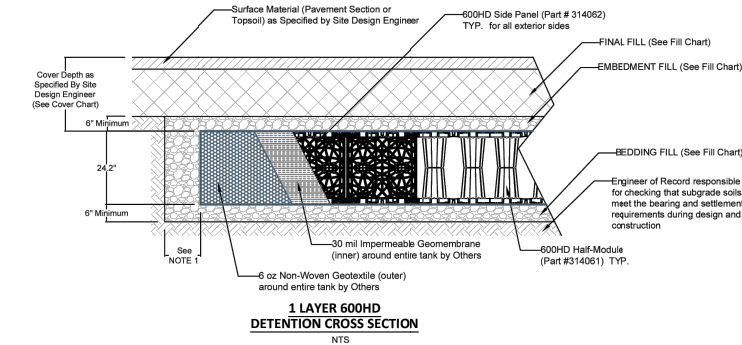
## STORMBRIXX PLAN VIEW



### STORMBRIXX PROFILE VIEW

FILL CHART				
Material Location	Description	Material Classification		Compaction/Density Requirement (NOTE 3)
<b>FINAL FILL</b> Fill starting from the top of the embankment fill layer. (NOTE 1 and 2)	Suitable Fill Materials as noted in the Project Geotechnical Report and noted on the Site Design Engineer's Plans	See Project Geotechnical Report and Site Design Engineer's Plans		Plate Compact or Static Roll loose lifts to densify fill. Use at least two full passes of the equipment to level the layer. Continue until 24 inches of total fill thickness has been placed above the tank. For AASHTO M145 soils, a minimum of 95% of the Standard Proctor Maximum Dry Density is recommended.  After 24 inches of fill is placed, place fill in accordance with the engineer of record's relative compaction requirement or to 95% of the Standard Proctor Maximum Dry Density, whichever is greater.
<b>EMBANKMENT FILL</b> Fill immediately surrounding the sides and top of tank (NOTE 4)	Sand-Gravel Mixtures or Open-Graded Crushed Aggregate Blends	AASHTO M145 A-1, A-2, A-3	or AASHTO M43 3, 3S7, 4, 467, 5, 56, 57	Plate Compact or Static Roll loose lifts to densify fill. Use at least two full passes of the equipment to level the layer. For AASHTO M145 soils, a minimum of 95% of the Standard Proctor Maximum Dry Density is recommended.
<b>BEDDING FILL</b> Fill immediately below the tank (NOTE 4)				

NOTE 1: This layer can include pavement subbase  
NOTE 2: If open-graded aggregates are used for embankment fill, fines migration from the final to embankment fill layer may be reduced by installing a layer of 6 oz non-woven geotextile fabric at the final and embankment fill interface  
NOTE 3: See Construction Equipment Table for more information for construction equipment limitations.  
NOTE 4: Import or native soils may be used if the soils meet the material classification listed. Fill material should be selected based on classification, groundwater conditions, and tank invert elevation.



NOTE 1: The minimum width of sidewall backfill is 12" or large enough to accommodate selected compaction equipment, whichever is greater.

## CONSTRUCTION EQUIPMENT CHART

<b>Equipment Make (NOTE 1)</b>	<b>Maximum Gross Weights (lbs)</b>	<b>Minimum Fill Depth over Tank (in)</b>
Plane Compactor	1,500	6
Compactor Track Loader (NOTE 2)	2,500	6
Rubber-Tired Skid Steer (NOTE 3)	2,500	14
Low Ground Pressure Tracked Vehicles (NOTE 4)	20,000	14
Roller - Static Mode	12,000	18
Roller - Vibratory Mode	12,000	24
Dump Trucks and Pans		NOTE 5

NOTE 1: Vehicles that make straight turns only across tank footprint.

NOTE 2: Maximum ground pressure = 5 psi

NOTE 3: Maximum axle load = 2,500 lbs

NOTE 4: Maximum ground pressure = 7 psi

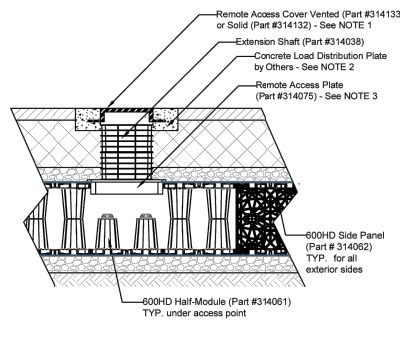
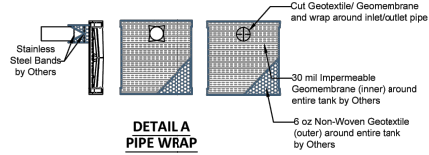
NOTE 5: Contact ACO for more information regarding dump truck and pan traffic during construction.

NOTE 6: Maximum fill depth may be temporarily unaltered near the excavation. Material shall not be stockpiled near the excavation for longer than 24 hours.

Stainless Steel Bands by Others

Cut Geotextile/ Geomembrane and wrap around inlet/outlet pipe

30 mil impermeable Geomembrane (inner) around

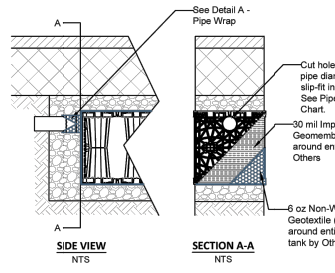


**1 LAYER 600HD**  
**ACCESS POINT CROSS SECTION**  
NTS

NOTE 1: Ventilation may be crucial to reducing the pressure build up within the system. If solid access covers are used, alternative methods of ventilation are recommended.

NOTE 2: Concrete Load Plate not required for unpaved applications. Consult Engineer of Record for requirements

NOTE 3: The Remote Access Plate is approximately the size of half of a half-module. The half-module at the top of the tank must be cut in half to accommodate the Remote Access Plate



**1 LAYER 600HD  
PIPE INSTALLATION**  
NTS

<b>Live Loading Condition</b>	<b>Cover Thickness (inches)</b>	
	<b>Minimum</b>	<b>Maximum</b>
Non-Trafficked Areas (i.e. Landscaping)	12	134
Passenger Vehicles Parking Lot (i.e. Gross Vehicle Weight <10,000 lbs)	18	134
Passenger Vehicle Parking Lot with one weekly ASHTO H-20 vehicle	20	134
Frequent ASHTO H-20 Traffic	22	134
Passenger Vehicle Parking Lot with one weekly ASHTO H-25 vehicle	24	134
Frequent ASHTO H-25 Traffic	26	134

NOTE 1: Minimum Core Thickness in non-trafficked areas is based on landscape surface with a 40 degree load distribution. In trafficked areas, Minimum Core Thicknesses are based on an asphalt-surfaced pavement with a 30 degree load distribution.

NOTE 2: Calculations assume backfill with a minimum 32-degree angle of internal friction and a maximum density of 120 lbs per cubic foot, and a seasonal groundwater elevation at least 2 feet below the invert of the tank.

<b>Inlet/Outlet Pipe Diameter</b>	
<b>Minimum</b>	<b>Maximum</b>
<b>4 inches</b>	<b>15 inches</b>

NOTE 1: Cut inlet / outlet pipe hole prior to side panel installation.  
NOTE 3: Contact ACO for guidance for inlet / outlet pipes larger than 15-inch diameter

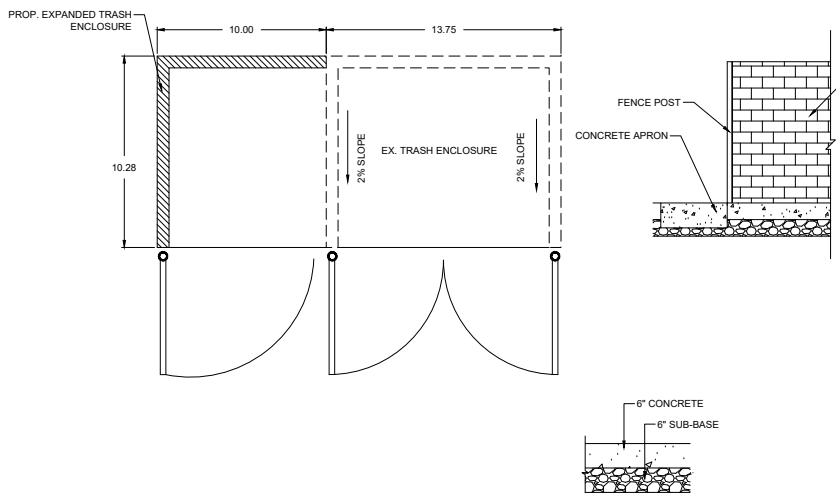
DRAWN BY <b>A Frye</b>	CHECKED BY <b>J Jonke</b>
DATE <b>12/23/2024</b>	REV. <b>1</b>

## STORMBRIXX STANDARD DETAILS

### 600HD SYSTEM - 1 LAYER - DETENTION



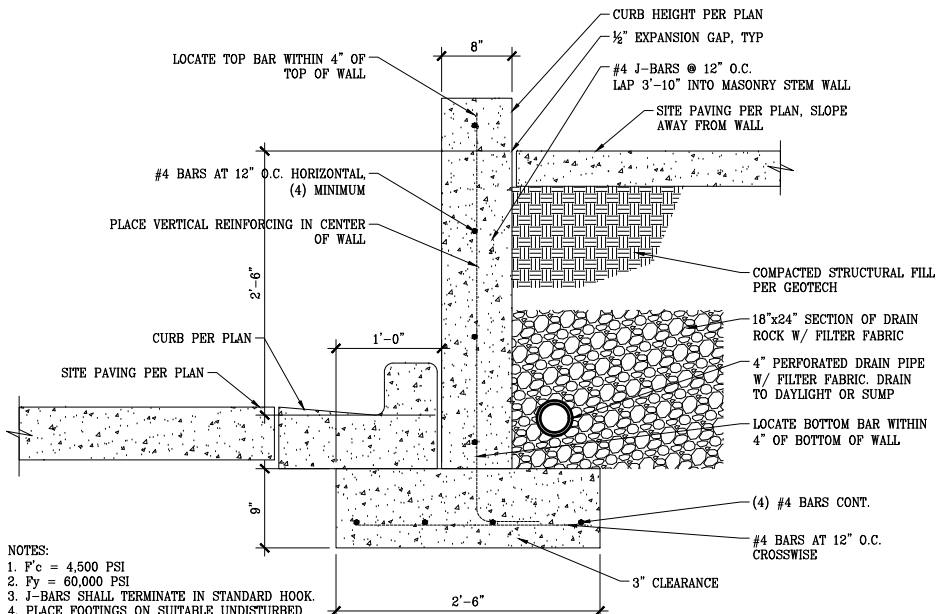
<b><u>WEST SALES OFFICE</u></b>	<b><u>EAST SALES OFFICE</u></b>	<b><u>SOUTHEAST SALES OFFICE</u></b>
825 W BEECHCRAFT ST. CASA GRANDE, AZ 85122 Tel. (888) 490-9552 Fax (520) 421-9899	9470 PINECONE DRIVE MENTOR, OH 44060 Tel. (800) 543-4764 Fax (440) 639-7235	481 MUNN RD. SUITE #226 FORT MILL, SC 29715 Tel. (440)-639-7230 Fax (803)-802-1063
<b><a href="http://www.acoswm.com">www.acoswm.com</a></b>		



**DUMPSTER PAVING SECTION**  
SCALE: 1" = 20'

NOTES:

1. ENCLOSURE SHALL BE 6' TALL MIN.
2. ENCLOSURE DIMENSIONS MAY VARY DEPENDING UPON INTENDED USE.
3. REFER TO ARCHITECTURAL PLANS FOR FOOTING DETAILS.



NOTES:

1.  $P^c = 4,500$  PSI
2.  $P_y = 60,000$  PSI
3. J-BARS SHALL TERMINATE IN STANDARD HOOK
4. PLACE FOOTINGS ON SUITABLE UNDISTURBED NATIVE SOIL OR STRUCTURAL COMPACTED FILL, SPECIFIED AND TESTED BY A REGISTERED GEOTECHNICAL ENGINEER.
5. WALL DRAINAGE SHALL BE TO DAYLIGHT OR OTHER APPROVED LOCATION.

**LEI**  
CIVIL  
STRUCTURAL  
SURVEY  
3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



**HIGHLAND TOWN PLAZA - LOT 3**  
10969 NORTH TOWN CENTER BOULEVARD, HIGHLAND, UTAH

## DETAILS

REVISIONS	
1	-
-	-
2	-
-	-
3	-
-	-
4	-
-	-
5	-
-	-

LEI PROJECT #:  
**2024-0026**

DRAWN BY:  
RWH

DESIGNED BY:  
**BTG**

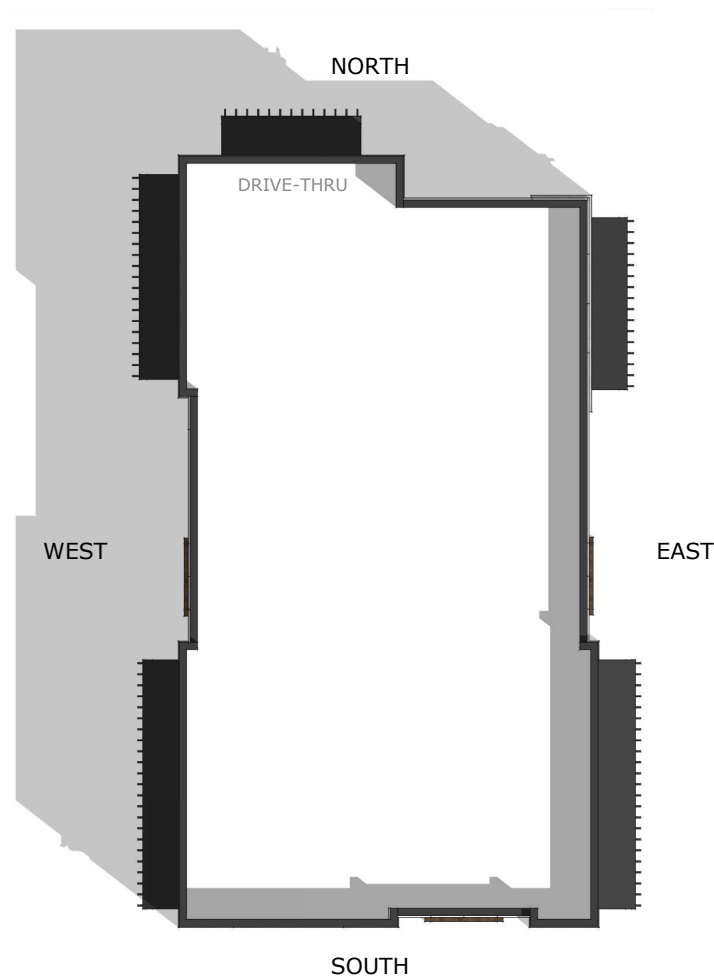
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DATE:  
07/02/2025

**SHEET**

602

e 48 of



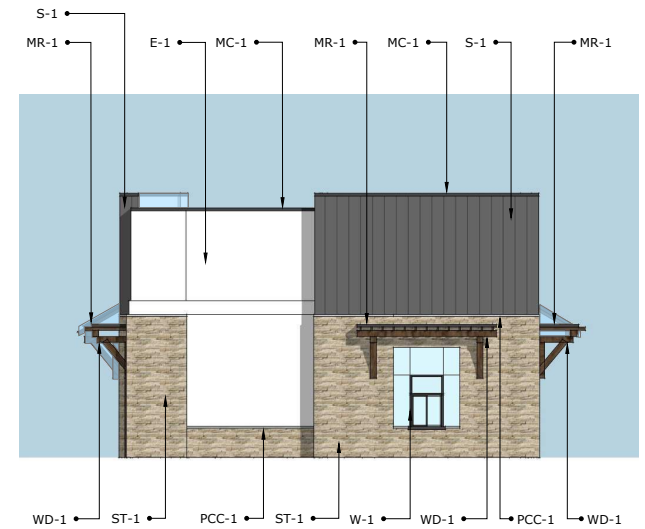
**BUILDING PLAN**  
SCALE: 1/8" = 1'-0"



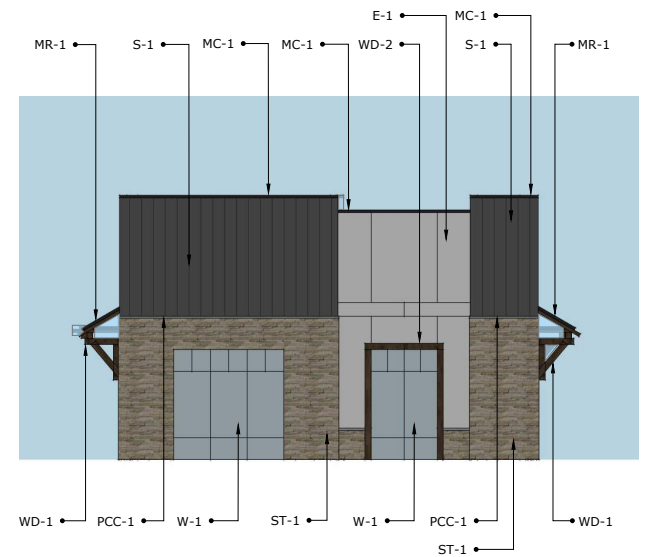
**FRONT ELEVATION (WEST)**  
SCALE: 1/8" = 1'-0"



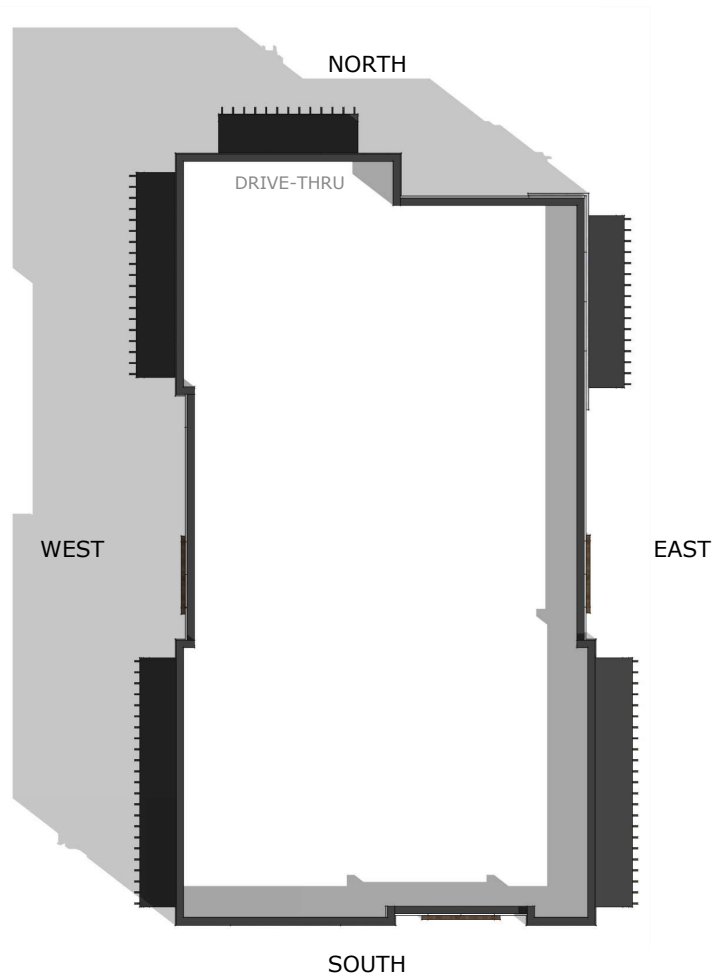
**BACK ELEVATION (EAST)**  
SCALE: 1/8" = 1'-0"



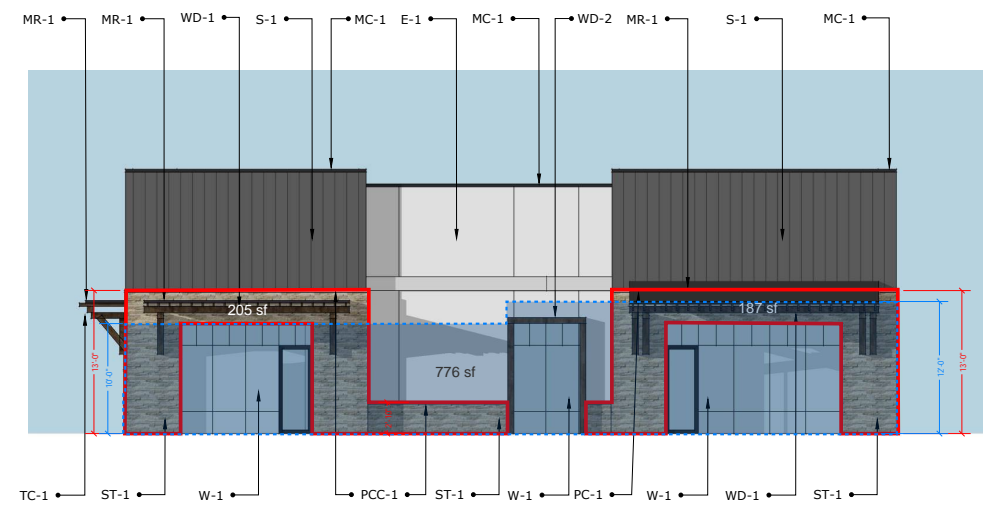
**LEFT ELEVATION (NORTH)**  
SCALE: 1/8" = 1'-0"



**RIGHT ELEVATION (SOUTH)**  
SCALE: 1/8" = 1'-0"

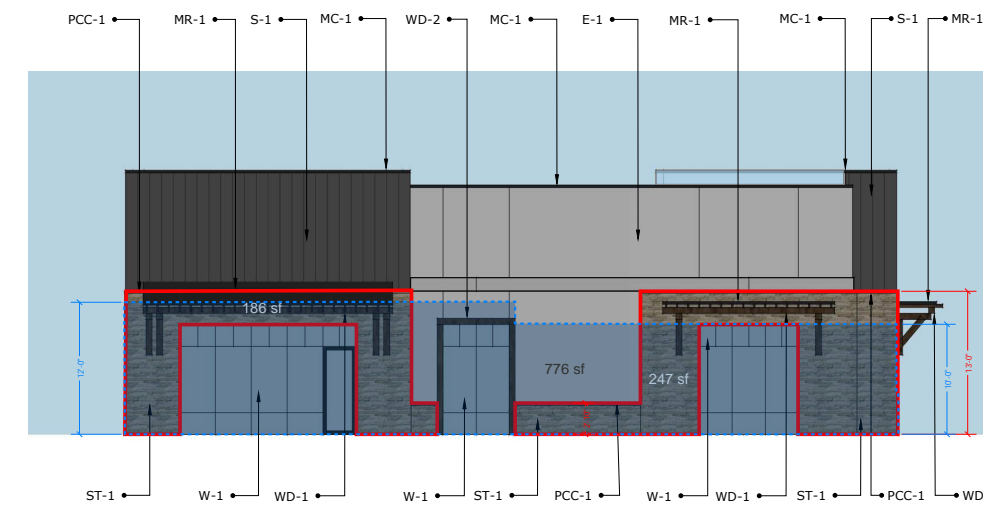


**BUILDING PLAN**  
SCALE: 1/8" = 1'-0"



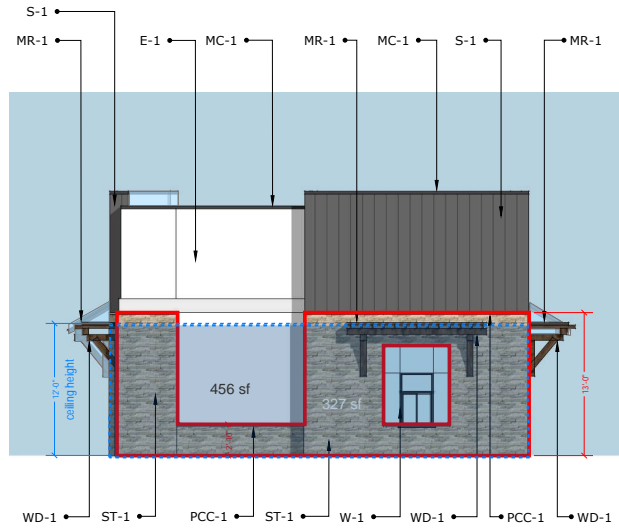
**FRONT ELEVATION (WEST)**  
SCALE: 1/8" = 1'-0"

Total square footage from finish ceiling of TI (front of house 12' tall back of house 10' tall)	776 sf
50% of that total square footage	388 sf required
Total stone on building elevation	392 sf provided



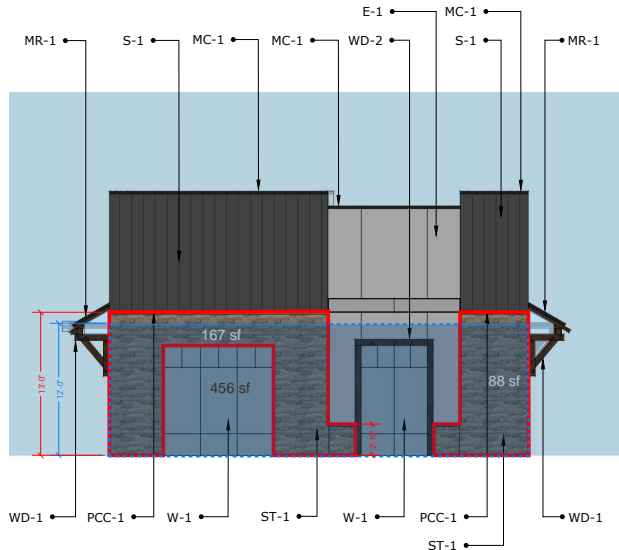
**BACK ELEVATION (EAST)**  
SCALE: 1/8" = 1'-0"

Total square footage from finish ceiling of TI (front of house 12' tall back of house 10' tall)	776 sf
50% of that total square footage	388 sf required
Total stone on building elevation	433 sf provided



**LEFT ELEVATION (NORTH)**  
SCALE: 1/8" = 1'-0"

Total square footage from finish ceiling of TI (front of house 12' tall back of house 10' tall)	327 sf
50% of that total square footage	228 sf required
Total stone on building elevation	327 sf provided



**RIGHT ELEVATION (SOUTH)**  
SCALE: 1/8" = 1'-0"

Total square footage from finish ceiling of TI (front of house 12' tall back of house 10' tall)	327 sf
50% of that total square footage	228 sf required
Total stone on building elevation	255 sf provided





**NORTHEAST ELEVATION**



**SOUTHEAST ELEVATION**



**SOUTHWEST ELEVATION**



**NORTHWEST ELEVATION**



Babcock Design

## HIGHLAND TOWN PLAZA RETAIL (2,500 SF) WPI| HIGHLAND, UTAH

Salt Lake City 52 Exchange Place SLC, UT 84111 801.531.1144 | Boise 800 W. Main Street Suite 940 Boise, ID 83702 208.424.7675 | babcockdesign.com

June 9, 2025



**Babcock Design**

**Salt Lake City**  
52 Exchange Place  
Salt Lake City, UT 84111  
801.531.1144

**Boise**  
800 W MAIN STREET  
SUITE 940  
BOISE, ID 83702  
208.424.7675

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sheet information:

revisions: description date

num. description date

date: 03/24/2025

project number: 24075-P

project status: PERMIT SET

original drawing is 24" x 36"

current as of: 3/25/2025 11:21:55 AM

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**HIGHLAND TOWN PLAZA**  
for  
**WPI ENTERPRISES**  
10969 NORTH TOWN CENTER  
BOULEVARD  
HIGHLAND UT

**HIGHLAND TOWN PLAZA**

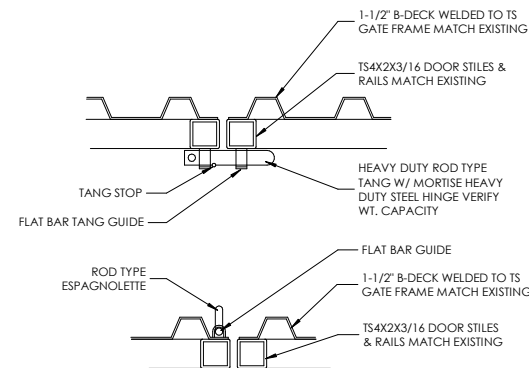
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**10969 NORTH TOWN CENTER  
BOULEVARD  
HIGHLAND UT**

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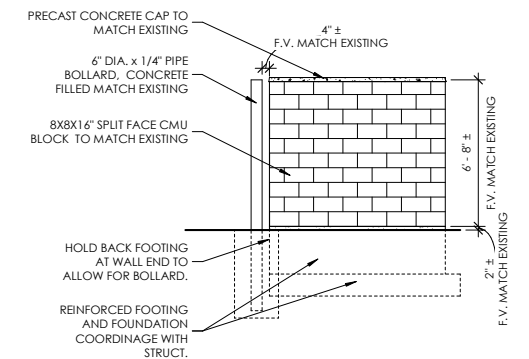
sheet number:

**AS501**  
Page 52 of 109



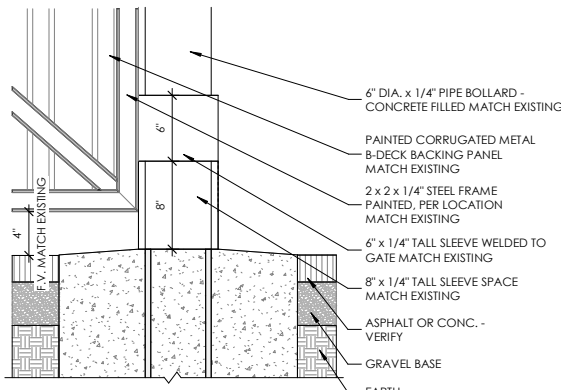
# 11 STANDARD GATE ESPAGOLETTE

1" = 1'-0"



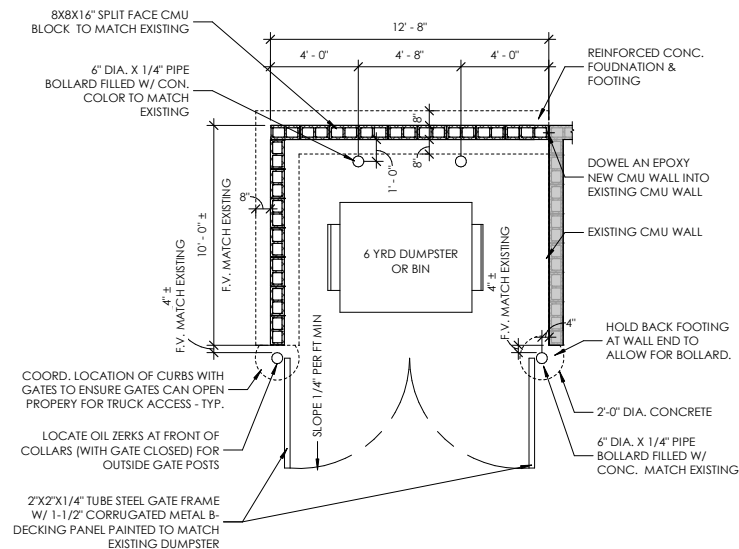
# 12 TRASH ENCLOSURE - SIDE ELEVATION

1/4" = 1'-0"



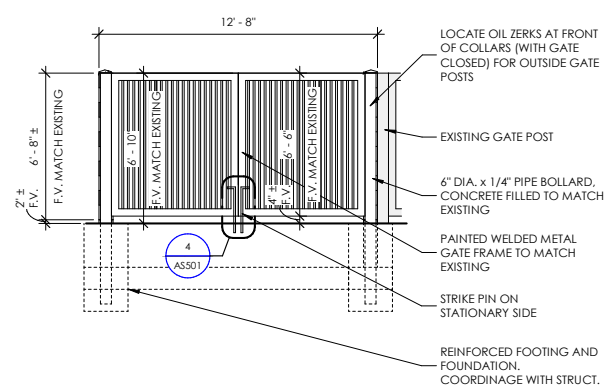
# 13 STANDARD DUMPSTER GATE SLEEVE DETAIL

1 1/2" = 1'-0"



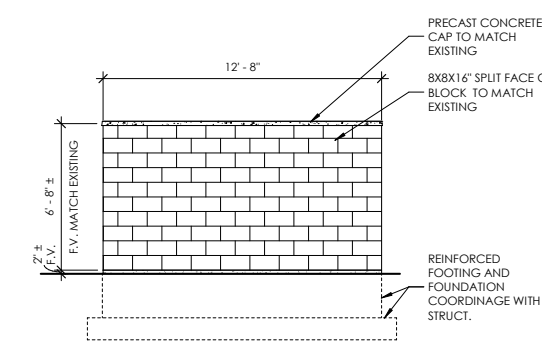
# 8 TRASH ENCLOSURE

1/4" = 1'-0"



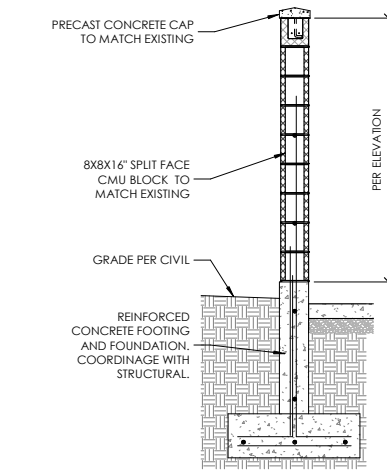
# 9 TRASH ENCLOSURE - FRONT ELEVATION

1/4" = 1'-0"



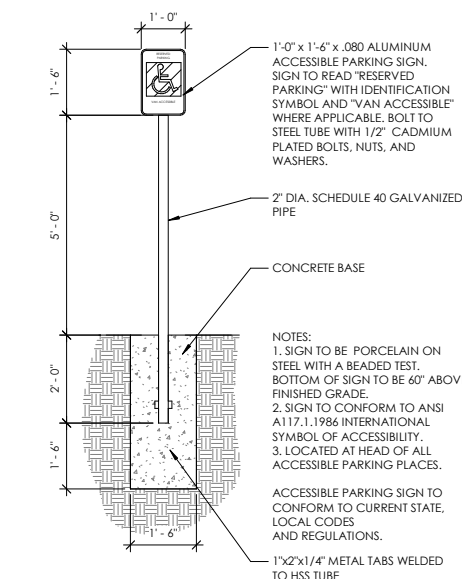
# 10 TRASH ENCLOSURE - BACK ELEVATION

1/4" = 1'-0"



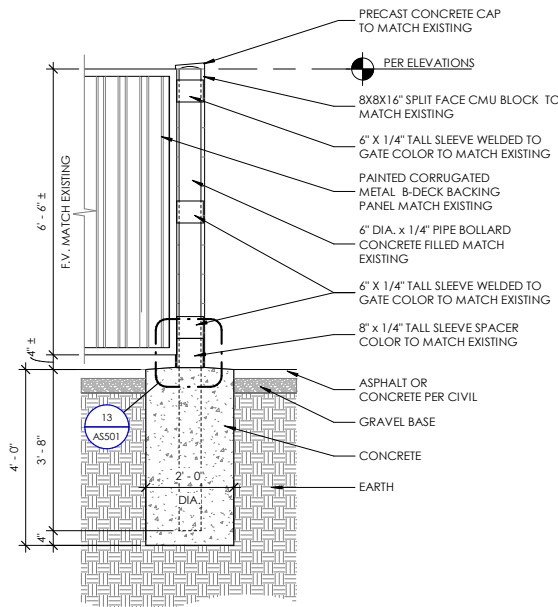
# 5 STANDARD TRASH ENCLOSURE WALL SECTION

1/2" = 1'-0"



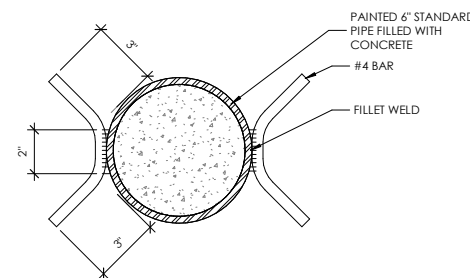
# 6 ACCESSIBLE PARKING SIGN

1/2" = 1'-0"



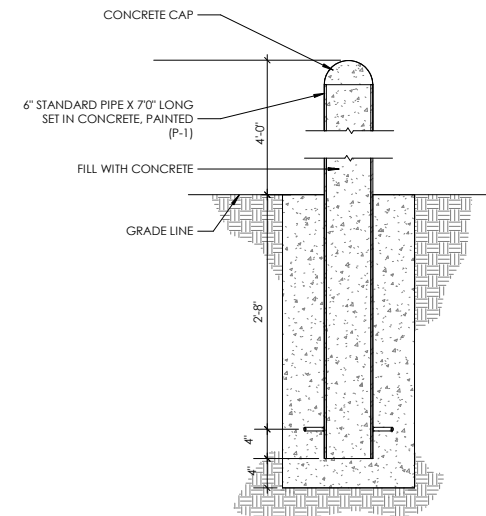
# 7 STANDARD DUMPSTER GATE - END POST DETAIL

1/2" = 1'-0"



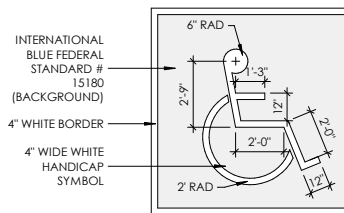
# 1 BOLLARD CROSS SECTION

3" = 1'-0"



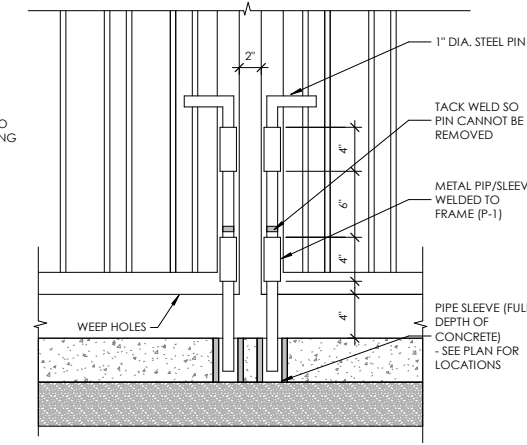
# 2 BOLLARD SECTION

1/2" = 1'-0"



# 3 ADA STRIPING SYMBOL

1 1/2" = 1'-0"

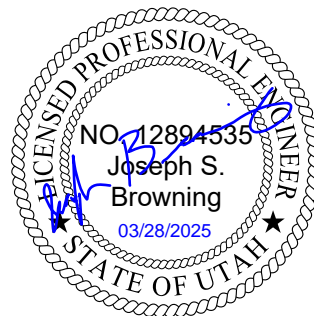


# 4 DUMPSTER GATE PIN

1 1/2" = 1'-0"

## MEMORANDUM

Date: March 28, 2025  
To: Highland City  
From: Hales Engineering



**Subject: Highland Mo' Bettahs Trip Generation Study**

UT24-2937

### Introduction

This memorandum discusses the trip generation study completed for the proposed Mo' Bettahs restaurant development in Highland, Utah. A vicinity map of the proposed development is shown in Figure 1.



**Figure 1: Vicinity map of the proposed development in Highland, Utah**



## Background

The proposed development is located near the southwest corner of the Town Center Boulevard / SR-92 intersection in Highland, Utah. The project includes a restaurant of approximately 2,555 square feet with a drive-through. A site plan for the proposed development is included in Appendix A.

## Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation (11<sup>th</sup> Edition, 2021)*. Trip generation for the proposed project is included in Table 1.

As shown in Table 1, it is anticipated that the proposed development will generate approximately 150 trips on an average weekday, and 20 new trips during the evening peak hour. It is not anticipated that the development will generate trips during the morning peak hour as other locations are not open during that time.

**Table 1: Trip Generation**

Trip Generation Highland - Mo' Bettahs TGS										
	Land Use <sup>1</sup>	# of Units	Unit Type	Trip Generation			Reductions	New Trips		
				Total	% In	% Out	Pass-by	In	Out	Total
Weekday Daily										
	Fast Casual Restaurant (930)	2.56	KSF	250	50%	50%	40%	75	75	150
PM Peak Hour										
	Fast Casual Restaurant (930)	2.56	KSF	34	55%	45%	40%	11	9	20
1. Land Use Code from the Institute of Transportation Engineers (ITE) <i>Trip Generation</i> ,11th Edition,2021. SOURCE: Hales Engineering, January 2025										

Based on ITE pass-by trip data, the average pass-by percentage for a fast-food restaurant with a drive-through window is 55% during the evening peak hour. A rounded down pass-by rate of 40% was used for the evening peak hour, to be conservative. It is anticipated that there will be 34 evening peak hour trips that use the project access points, 20 of which will be new trips on the roadways.

## Circulation and Queueing

The Mo' Bettahs restaurant will have a pick-up window on the north side of the building. The window will not be a place to make orders. The pick-up orders will be made before arriving at the restaurant via online orders. Although the queue storage has space for only a few vehicles, it is not anticipated to spill into the vehicle circulation area due to the purpose of the pick-up window.

Vehicles will exit the pick-up lane and exit the site without interfering with the circulation of the Wendy's drive-through. Any future tenants to this building should also agree to follow this circulation pattern and pick-up window arrangement as it is not anticipated that there would be sufficient storage for a traditional drive/through model.

## **Conclusions**

The findings of this study are as follows:

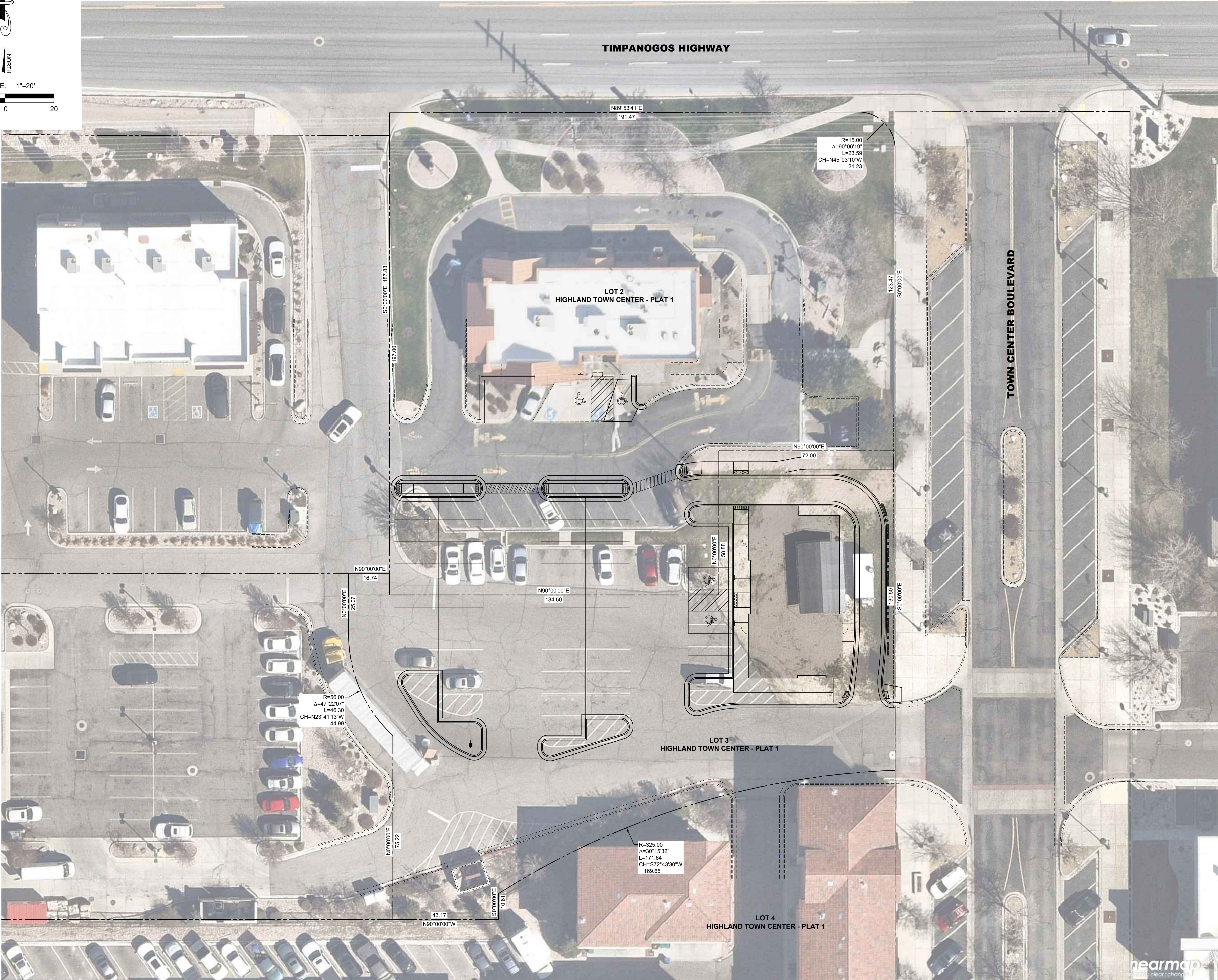
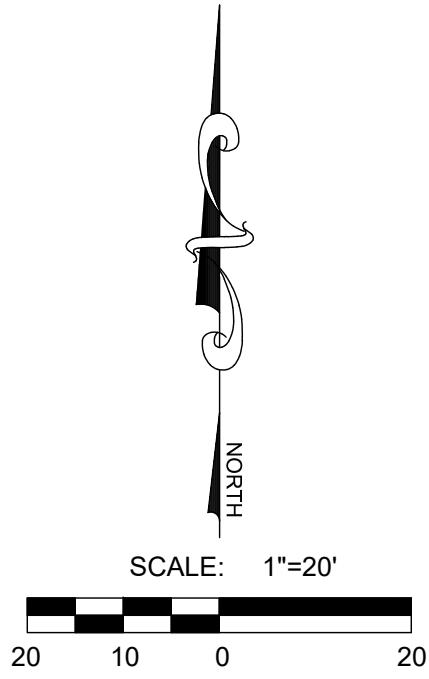
- The proposed development includes a restaurant of approximately 2,555 square feet with a drive-through.
- It is anticipated that the proposed project will generate approximately 150 new trips on an average weekday, including 20 new trips during the evening peak hour.
- The pick-up window is not anticipated to interfere with the site circulation on the site. Future tenants of the building will need to agree to follow a similar pickup-style arrangement.

If you have any questions regarding this memorandum, please contact us at 801.766.4343.

# APPENDIX A

## Site Plan





VICINITY MAP

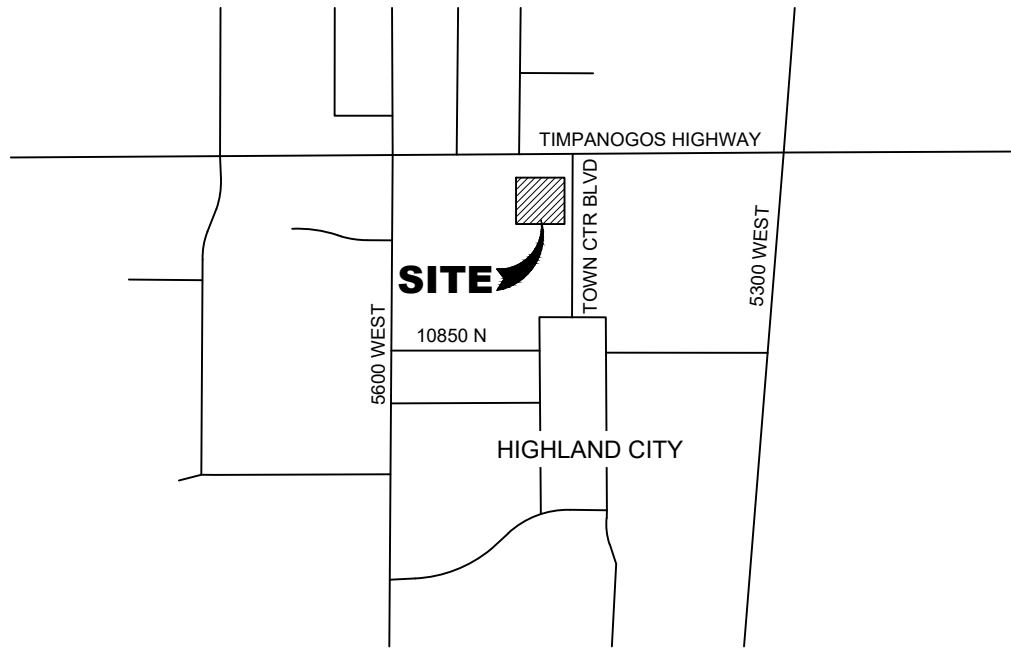


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101	COVER
102	NOTES
103	DEMOLITION PLAN
104	SITE PLAN
201	UTILITY PLAN
301	GRADING PLAN
601	DETAILS
602	DETAILS - STORMBRIXX

TABULATIONS

EXISTING ZONE:	TOWN CENTER OVERLAY
SITE AREA:	1.419 ACRES
IMPROVEMENT AREA:	10.58 ACRES
BUILDING AREA:	22,552 S.F.
PARKING REQUIRED	
REGULAR STALLS:	XXX STALLS
HANDICAP STALLS:	XXX STALLS
PARKING PROVIDED	
REGULAR STALLS:	47 STALLS
HANDICAP STALLS:	4 STALLS

LEGAL DESCRIPTION

LOT 3, HIGHLAND TOWN PLAZA SUBDIVISION & LOT 2 HIGHLAND TOWN CENTER, PLAT 1, AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LEGEND

EXISTING	PROPOSED	
---	---	BOUNDARY LINE
---	---	STREET CENTERLINE
---	---	EASEMENT LINE
---	---	LOT LINES
EX-BB	BB	SEWER PIPE
EX-SB	SB	SEWER MANHOLE
EX-SB	SB	SEWER SERVICE
EX-SB	SB	STORM DRAIN PIPE (RCP)
EX-SB	SB	STORM DRAIN MANHOLE
EX-SB	SB	CURB INLET
EX-SB	SB	COMBO BOX
EX-SB	SB	4x4' CATCH BASIN
EX-SB	SB	3x3' CATCH BASIN
EX-SB	SB	INLET/OUTLET W/ GRATE
EX-SB	SB	CULINARY WATER PIPE
EX-SB	SB	45" PIPE ELBOW (W)
EX-SB	SB	22.5" PIPE ELBOW (W)
EX-SB	SB	11.25" PIPE ELBOW (W)
EX-SB	SB	FIRE HYDRANT
EX-SB	SB	SERVICE & METER (W)
EX-SB	SB	PRV (W)
EX-SB	SB	AIR-VAC VALVE (W)
EX-SB	SB	BLOW-OFF (W)
EX-SB	SB	TEMP. BLOW-OFF (W)
EX-SB	SB	VALVE (W & SW)
EX-SB	SB	TEE
EX-SB	SB	CROSS
EX-SB	SB	PRESSURIZED IRRIGATION
EX-SB	SB	45" PIPE ELBOW (PI)
EX-SB	SB	22.5" PIPE ELBOW (PI)
EX-SB	SB	11.25" PIPE ELBOW (PI)
EX-SB	SB	SINGLE SW SERVICE
EX-SB	SB	DUAL SW SERVICE
EX-SB	SB	AIR-VAC VALVE (PI)
EX-SB	SB	BLOW-OFF (SW)
EX-SB	SB	TEMP. BLOW-OFF (PI)
EX-SB	SB	STOP SIGN
EX-SB	SB	STREET SIGN
EX-SB	SB	MONUMENT
EX-SB	SB	FENCE
EX-SB	SB	STREET LIGHT
EX-SB	SB	POWER POLE
EX-SB	SB	DITCH
EX-SB	SB	FIBER OPTIC
EX-SB	SB	GAS
EX-SB	SB	OVERHEAD POWER
EX-SB	SB	FLOW ARROW
EX-SB	SB	CONTOURS

DEVELOPER / OWNER

WPI ENTERPRISES INC.  
5455 WEST 11000 NORTH SUITE 202  
HIGHLAND, UT 84003  
(801) 467-7000

ENGINEER

LEI CONSULTING ENGINEERS  
3302 NORTH MAIN  
SPANISH FORK, UTAH 84660  
(801) 798-0555

PROJECT NAME

WPI HIGHLAND



CIVIL  
STRUCTURAL  
SURVEY

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com

NOT FOR  
CONSTRUCTION

HIGHLAND TOWN PLAZA - LOT 3  
10969 NORTH TOWN CENTER BOULEVARD, HIGHLAND, UTAH

COVER

REVISIONS

1	
2	
3	
4	
5	
6	

LEI PROJECT #:

2024-0026

DRAWN BY:

RWH

DESIGNED BY:

BTG

SCALE:

1"=20'

DATE:

03/04/2024

SHEET

101





# CITY COUNCIL AGENDA REPORT

## ITEM #3d

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**DATE:** September 2, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** David Mortensen, Finance Director  
**SUBJECT:** Highland City Investment Policy  
**TYPE:** General City Management

---

### **PURPOSE:**

The City Council will consider adoption of the Highland City investment policy.

### **STAFF RECOMMENDATION:**

Staff recommends approval of the resolution adopting the Highland City investment policy.

### **PRIOR COUNCIL DIRECTION:**

In the July 15, 2025 Council meeting, a presentation was given by Ben Sehy, with Meeder Public Funds, outlining the benefits of investing a portion of the City's fund reserves in a laddered approach, diversifying the length of maturity of the City's investments and reducing interest rate risk. In the August 19, 2025, Council meeting, the conversation continued and ultimately, the Council directed staff to prepare an investment policy and contract with Meeder Public Funds for approval.

### **BACKGROUND:**

City staff have been in discussions with Meeder Public Funds regarding ways to optimize the City's investment strategy by using a laddered approach to invest a portion of the City's fund reserves. This new approach would diversify the length of maturity of some of the City's investments, helping to reduce interest rate risk and stabilize the rate of return over the long-term. In order to enter into an agreement with Meeder Public Funds for management of the investment portfolio, the City needs an investment policy that establishes an effective delineation of responsibilities and internal controls for the safekeeping and investment of the City's monies. The proposed policy discusses prudence, conflicts of interest and ethics, investment objectives and priorities, standards of care, controls that cover allowable investments, diversification, guidelines for deposits with financial institutions, maturity schedule, performance evaluation, and reporting. The policy also gives guidelines regarding the selection of investment advisers and/or brokers and safekeeping of investments. The policy as proposed is in alignment with the Utah Money Management Act that is found in Utah Code Title 51 Chapter 7.

### **FISCAL IMPACT:**

The fiscal impact depends on the results of the investment strategy. The policy is intended to be used in conjunction with an agreement with Meeder Public Funds to manage a portion of the City's overall investments. It is expected that this strategy will help stabilize the interest revenue from investments by diversifying the length of investment maturities and investing some of the City's reserves in longer-term investments and locking in current rates for longer terms. Currently, the majority of the City's fund reserves are invested in the Utah Public Treasurer's Investment Fund (PTIF). This fund provides great



liquidity for the City and a decent return on investment currently, but the return on investment is very dependent on the current rates in the market. If market rates decrease, the interest revenue from these investments will decrease accordingly. In that scenario, the fiscal impact of investing some of our funds using a ladder approach with Meeder Public Funds would result in a positive fiscal impact when compared to the status quo.

**MOTION:**

I move that City Council approve the resolution adopting the Highland City investment policy.

**ATTACHMENTS:**

1. Highland City Investment Policy Proposed 9.2.25
2. R-2025- Adopting the Highland City Investment Policy



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## Investment Policy – Highland City, UT

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### Scope

This policy establishes an effective delineation of responsibilities and internal controls for the safekeeping and investment of the City's monies.

### Prudence

In accordance with the Prudent Person Rule which states: Investments shall be made with the exercise of that judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

### Conflicts of Interest and Ethics

All officers of the City that engage in financial transactions shall act in accordance with the highest ideals of honor, integrity, and ethics. Employees shall act in strict accordance with State laws and City ordinances governing ethics and conflicts of interest with the City's investment program and requires the disclosure of any financial interests' employees and officials may have in the financial institutions the City is working with or instruments the City is investing in. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the entity.

### Objectives

All funds will be invested in accordance with most recent revision of the Utah Money Management Act. The primary objectives of investment activities in order of priority shall be safety, liquidity, and yield:

- Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.
- Yield: Return on investment is of secondary importance compared to safety and liquidity objectives described above.

### Standards of Care

The standard to be used by investment personnel will be the 'prudent person' rule, 51-7-14(1) of the Utah Money Management Act. This concept will be applied in the context of managing the overall portfolio where the 'prudent person' is reasonable, well informed, and not a professional investor



“prudent expert.” The “prudent person” concept implies that the primary concern is to preserve capital and provide required liquidity.

## Controls

### A. Allowable Investments

The following list constitutes current legal investments under the Utah Money Management Act. Credit Ratings for the purchase of any security must have a minimum of single A or its equivalent or better by two or more public rating agencies at the time of purchase. Short term credit ratings for commercial paper must be top tier A1/P1/F1 by two of the three credit rating agencies at the time of purchase.

### B. Diversification

The City will diversify its investments to avoid risks in specific instruments, individual financial institutions or maturities.

The current diversification is as follows:

INVESTMENT INSTRUMENT	MAXIMUM IN ANY SINGLE ISSUER**
T-bills	100%
T-Notes	100%
Corporate Bonds	5%
U.S. Government Agency Securities	100%
Federal Farm Credit Bank (FFCB)	50%
Federal Home Loan Bank (FHLB)	50%
Federal Home Loan Mortgage Corporation (FHLMC)	50%
Federal National Mortgage Association (FNMA)	50%
Other Obligations (revenue bonds of any county, city, or any taxing district of the State of Utah)	5%
Certificates of Deposit in Utah State Depositories	FDIC limit
Negotiable CDs	97% of FDIC, cannot buy above par.
Commercial Paper	5%

No single issuer or guarantor may represent more than the percentage listed in this table at the time of purchase of the total value of holdings of each cash manager’s portfolio.

### C. Guidelines for Deposits with Financial Institutions

The maximum unsecured deposits invested with any one Utah Bank shall be limited to 5% of that bank’s capital and deposit base.

### D. Maturity Schedule

Investment maturities for operating funds (short term funds) will be scheduled to coincide with cash flow needs, taking into account routine expenditures as well as anticipated revenue. Maximum



Maturity for any single issuer will follow the Utah Money Management Act guidelines are listed below. The time frame is from the date of purchase or in accordance with state and local statutes.

- U.S. Government Treasuries, Agencies, Negotiable CDs, and State Obligations maximum maturity is 5 years.
- Floating Rate Corporate Bonds maximum maturity is 3 years.
- Fixed Rate Corporate Bonds maximum maturity is 15 months.
- Commercial Paper Maximum maturity is 270 days.

#### **E. Performance Evaluation**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The Utah Public Treasurers Investment Fund (PTIF) Rate shall be the benchmark against which the investment portfolio performance shall be compared on a regular basis.

#### **F. Reporting**

The Investment Officer shall prepare an investment report annually that will include the following:

- Listing of individual securities held at the end of the reporting period.
- Weighted average yield to maturity for the investment portfolio
- Listing of investments by maturity date.
- Percentage of total portfolio that each type of investment represents.

Investment Advisers will prepare and submit monthly reports to the City Treasurer or other finance staff that will include monthly performance, current credit mix, maturity distribution and compliance to the Utah Money Management Act and the Investment Policy.

Additionally, the Investment Adviser should be prepared to meet quarterly with the City Treasurer to discuss investments reports, recent interest rate conditions, economic developments, and anticipated cash needs of the City.

#### **Selection of Investment Adviser and/or Broker**

The credibility of brokers, dealers and banks will be checked and analyzed. Criteria for selection will include classification on the Utah Money Management Council's Certified Dealer List or Certified Investment Adviser List. The Investment Officer will invest with those financial institutions that meet the above criteria.

#### **Safekeeping**

All investments must be held in custody/safekeep account provided by a bank or trust company with minimum credit ratings mentioned above for corporate bonds.

#### **Evaluation**

Any change to these guidelines must follow the Utah Money Management Act and be approved by the Highland City Council.

**RESOLUTION NO. R-2025-**

**A RESOLUTION ADOPTING THE HIGHLAND CITY INVESTMENT POLICY**

WHEREAS, the Highland City Council desires to set guidelines regarding City investments that are in accordance with the Utah Money Management Act found in Utah Code § 51-7 and set specific controls regarding allowable investments, diversification, financial institutions, maturity schedule, performance evaluation, and reporting;

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

1. The City Council approves of and adopts the Investment Policy for Highland City attached hereto as Exhibit A.
2. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 2<sup>nd</sup> day of September, 2025.

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Kurt Ostler  
Mayor

ATTESTED:

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Stephannie Cottle  
City Recorder



# CITY COUNCIL AGENDA REPORT

## ITEM #3e

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**DATE:** September 2, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** David Mortensen, Finance Director  
**SUBJECT:** Agreement with Meeder Public Funds  
**TYPE:** General City Management

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### **PURPOSE:**

The City Council will consider an agreement with Meeder Public Funds for the management of a \$15 million investment portfolio along with the opening of a US Bank custody account.

### **STAFF RECOMMENDATION:**

Consistent with the Investment Policy previously adopted, staff recommends approval of the resolution authorizing an agreement with Meeder Public Funds for the management of a \$15 million investment portfolio along with the opening of a US Bank custody account with Candice Linford, Treasurer, David Mortensen, Finance Director, and Erin Wells, City Administrator, designated as authorized signers on the account.

### **PRIOR COUNCIL DIRECTION:**

In the July 15, 2025 Council meeting, a presentation was given by Ben Sehy, with Meeder Public Funds, outlining the benefits of investing a portion of the City's fund reserves in a laddered approach, diversifying the length of maturity of the City's investments and reducing interest rate risk. For the service of managing the investment portfolio, the City would be charged a fee of 10 basis points of the total investment amount, or 0.10%. With a proposed \$15 million investment, the City's annual fee would be \$15,000. The Council requested that staff research other firms that provide a similar investment portfolio management service and report back how their fees compare.

In the August 19, 2025 Council meeting, staff presented the results of the efforts to obtain cost comparisons from other firms. Responses confirming costs were received from two other firms, Moreton Asset Management, and Chandler Asset Management. A third firm (Zions Capital Advisors) was contacted but they did not provide a cost comparison. The result of the comparison made was that Meeder Public Funds was determined to be the lowest cost option. Moreton Asset Management quoted a cost of 11 basis points (0.11% annually), and Chandler Asset Management quoted a cost of 16 basis points (0.16% annually). An online search provided unconfirmed information that indicated Zions Capital Advisors would potentially cost approximately 12 basis points (0.12% annually).

### **BACKGROUND:**

City staff have been meeting with Meeder Public Funds for a number of months, discussing the idea of investing a portion of the City's fund reserves somewhere outside of the current investment pool (Utah Public Treasurer's Investment Pool). It is proposed that the City contract with Meeder Public Funds to manage an investment portfolio of \$15 million (roughly half of the City's total deposits and

investments). Meeder would invest the \$15 million using a laddering strategy, with a diversification of maturity lengths. This strategy lowers the City's interest rate risk, and stabilizes the return on investment, making budgeting for interest revenue more predictable for that portion of the City's investments.

City staff feel that now is an ideal time to make this move, as interest rates have already begun to decline from their recent high of around 5.5% earlier this year, down to around 4.5% currently. It is expected that interest rates will continue to decrease over the next year or two. The trade-off to investing in longer-term maturities is that a portion of the City's funds are not as liquid as they once were. It is for this reason that staff recommend that only roughly half of the City's deposits and investments be invested in this way, and that the other half remain in more liquid investments or accounts, including in the Utah PTIF and Wells Fargo checking account. This will enable the City to meet all expected liquidity needs and still have plenty of buffer to account for any unexpected large purchases or needs.

Meeder and City staff will also have regular meetings to monitor the liquidity needs of the City and identify any upcoming projects that may require more cash on hand. This will enable Meeder to identify investments that will mature prior to that need and not reinvest them so they are available for the City to use for its purposes.

Along with the agreement with Meeder to manage the investment portfolio, the City would also need to open a custody bank account with US Bank to coordinate the initial investment and all reinvestment of funds after maturities occur. This account would be the holding place for funds that are in transition between the City's Wells Fargo bank account and whatever investment those funds would be used for. When an investment matures, funds would go back into the US Bank custody account until they are reinvested in a new investment security or paid back to the City's Wells Fargo checking account to be used for other City purposes. The fee for this custody account is 0.075%.

If at any time the City is unhappy with the portfolio management services of Meeder, the City has the ability to terminate the agreement with written notice at least thirty days prior to the date of the intended early termination. At that point, the City could choose to manage the investment portfolio itself, or contract with a different firm for the management of the existing investment portfolio.

In their management of the investment portfolio, Meeder Public Funds is required to adhere to the Utah Money Management Act and all guidelines found there and established by the Utah Money Management Council.

#### **FISCAL IMPACT:**

The fiscal impact depends on the results of the investment strategy. It is expected that the proposed strategy with Meeder Public Funds will help stabilize the interest revenue from investments by diversifying the length of investment maturities and investing some of the City's reserves in longer-term investments and locking in current rates for longer terms. Currently, the majority of the City's fund reserves are invested in the Utah Public Treasurer's Investment Fund (PTIF). This fund provides great liquidity for the City and a decent return on investment currently, but the return on investment is very dependent on the current rates in the market. If market rates decrease, the interest revenue from these investments will decrease accordingly. In that scenario, the fiscal impact of investing some of our funds using a ladder approach with Meeder Public Funds would result in a positive fiscal impact when compared to the status quo. There is a service fee of 0.10% of the total investment charged by Meeder, and a fee of 0.075% of the balance in the custody account charged by US Bank. It is the opinion of staff that the benefits of implementing this new strategy outweigh the costs, and in an environment of likely

rate decreases, it is likely that the return on investment difference that will be recognized will outweigh the cost of the services provided.

**MOTION:**

I move that City Council approve the resolution authorizing an agreement with Meeder Public Funds for the management of a \$15 million investment portfolio along with the opening of a US Bank custody account with Candice Linford, Treasurer, David Mortensen, Finance Director, and Erin Wells, City Administrator, designated as authorized signers on the account.

**ATTACHMENTS:**

1. MPF Investment Management Agreement- Highland City
2. U.S. Bank\_Meeder - Highland City
3. R-2025- Approving an Agreement between Meeder Public Funds and Highland City





# Investment Management Agreement

Meeder Public Funds

This Investment Management Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder"), its applicable affiliates, and the undersigned account owner ("Client").

1. **Investment Management Services.** Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody.** Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian ("Custodian"). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions.** Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to these directions, which shall be given ten days in advance of any such change.

6. **Brokerage.** Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation.** Meeder may aggregate trades for multiple clients when, in the adviser's judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Promoter Arrangements.** Meeder accepts Clients referred through unaffiliated third parties ("Promoters") and may pay cash compensation for the endorsement of Meeder's services, which provides the Promoter with an incentive to refer clients. Clients will not incur any additional fees for being referred to Meeder by a Promoter. Clients that engage Meeder as their investment adviser as a result of a referral by a Promoter will receive a written Promoter disclosure statement describing the nature and terms of the arrangement, including the amount payable to the Promoter.

10. **Local Government Investment Pools.** Where appropriate, Meeder may recommend the use of local government investment pools in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in these pools are not included among eligible assets when calculating the investment advisory fee. Because Meeder or its affiliates receive fees in connection with programs we sponsor or recommend, use of these programs presents a conflict of interest.

11. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third parties for endorsing or recommending certain financial products to its clients. This arrangement presents a conflict of interest because it provides Meeder with an incentive to solicit and secure participation in the program. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

12. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

13. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2 and amendments thereto, and other general communications delivered to Client's electronic mail address of record. Delivery of communications to Clients in this fashion will be deemed effective unless Meeder is notified otherwise. Client is responsible for maintaining an accurate and up to date email address and to ensure that Client at all times has the ability to receive communications directed in this manner.

14. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

15. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

16. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

17. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's

behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

18. **Term.** This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

19. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

20. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

21. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

22. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Utah without giving effect to any conflict or choice of law provisions of that State.

23. **Severability.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

24. **Affiliates.** To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.

HIGHLAND CITY

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# Meeder Public Funds

## Schedule of Fees

As of January 2020

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

<b>Discretionary Accounts</b>	
<b>Assets Under Management</b>	<b>Annual Advisory Fee</b>
Up to \$25,000,000	0.10%
\$25,000,000 - \$50,000,000	0.08%
\$50,000,000 - \$100,000,000	0.06%
Over \$100,000,000	0.04%

Investment advisory fees are subject to a minimum fee of \$10,000 per year. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account. For clients who utilize Meeder's Preferred Custodian, fees may be credited an amount equal to the custodial fee up to a maximum annual credit of 0.01%. Meeder reserves the right to discontinue credits for custodial fees charged by the Preferred Custodian at any time and upon 30 days' notice in writing of the change to Client.

# FEE SCHEDULE FOR CLIENTS OF: MEEDER INVESTMENT MANAGEMENT

## DOMESTIC MARKET VALUE FEES: 0.75 BPS

### CUSTODY SERVICES

- |   |                                       |
|---|---------------------------------------|
| ■ Safekeeping of assets                   | ■ Corporate action processing         |
| ■ Transaction settlement                  | ■ Proxy distribution                  |
| ■ Automated Cash Management (ACM) (Sweep) | ■ Securities pricing                  |
| ■ Online account access                   | ■ Consolidated accounting & reporting |

### ITEMIZED FEES

- |                                   |            |
|-----------------------------------|------------|
| ■ Domestic trades                 | ■ Included |
| ■ Mutual funds transactions       | ■ Included |
| ■ Security holding fees           | ■ Included |
| ■ Cash receipts and disbursements | ■ Included |

### SERVICE AND FEE ASSUMPTIONS

- The above description of custody services is provided for convenience only. For a complete description of services that USBNA expects to provide to the Account, see the Account's governing custody agreement. In the event of any inconsistency between the above description and such agreement, such agreement prevails with respect to the powers, rights, and duties of USBNA.
- Market value fees are calculated on the average daily balance and charged to the Account monthly.
- The Account does not hold plan or IRA assets.
- USBNA does not have discretion to invest the Account's assets and does not provide recommendations on acquiring, holding, disposing of, or exchanging such assets or selecting investment advisers or managers with respect thereto. The Investment Adviser has sole discretion to invest the Account's assets and is (i) registered as an investment adviser with the U.S. Securities and Exchange Commission or state securities agency where it has its principal place of business or (ii) acting in a fiduciary capacity under 12 CFR Part 9 or state law.
- The sweep vehicle designated for the Account is a fund sponsored by a USBNA affiliate or is a USBNA deposit.
- USBNA may amend this Fee Schedule by delivering an amended and restated Fee Schedule or another written notice to the Account's owner (the "Customer"). Such amendment will be effective thirty (30) calendar days after such delivery.
- The Customer acknowledges that the Customer (i) has received, read, and understands USBNA's Mutual Fund Compensation Disclosure and a fully-executed copy of the Account's governing custody agreement and (ii) may contact the Customer's Relationship Manager at USBNA regarding that disclosure and agreement, this Fee Schedule, and any transaction reflected on an Account statement.
- For global accounts, proxy out of pocket fees are assessed to the account at the then current rate.

The Client hereby executes this Fee Schedule as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Client: Highland City

By: \_\_\_\_\_  
(Signature of Client's authorized signer)

\_\_\_\_\_  
(Printed name of Client's authorized signer)

Its: \_\_\_\_\_  
(Title of Client's authorized signer)



Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990)  
• Signed fee schedule • Transfer authorization form (if applicable)

Return to:

**Please complete every section.**

### Account Owner Information

Entity Name <input type="text"/>	
Account title (If different than name above) <input type="text"/>	
Address (Cannot be a PO Box) <input type="text"/>	Designated Agent (Advisor Name) <input type="text"/>
City, State, Zip <input type="text"/>	
Tax I.D. <input type="text"/>	NAICS Code: <input type="text"/>
<p>Phone number (required): <input type="text"/> <a href="http://www.census.gov/eos/www/naics">www.census.gov/eos/www/naics</a> (To be used for disbursement authorization, see agreement section)</p>	

Are there other DBA or trade names used for the same legal entity? ☐ YES ☐ NO

If YES, please provide names:

### Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor or single-member LLC 
 ☐ C Corporation 
 ☐ S Corporation 
 ☐ Partnership 
 ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
- ☐ Other (see instructions)

☐ Exempt payee code (if any)  
(see bottom of page 3 for code listing)

### What is the ownership structure of the entity?

- ☐ Majority Owned by Government (Provide website address):
- ☐ Federally or State Regulated Domestic Financial Institution (Provide regulator):
- ☐ Publicly Traded on a Domestic Exchange (Provide Ticker Symbol):

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: ☐ YES ☐ NO

If NO, please submit a W-8 BEN and state the Customer's country of residence or principal registration:   
(Note: If no is marked and a W-8 is provided the IRS section on pg. 4 does not apply)

2. Is the entity headquartered outside the United States? ☐ YES ☐ NO If YES, what country is it located in:

3. Are there physical locations or business addresses for the entity outside the U.S. ☐ YES ☐ NO

If YES, list addresses:

### Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Entity. (Provide specific information about the entity's business activities).

2. Purpose of the account. (Please provide the reason the Customer is establishing the custody account).

3. Entity's annual revenue. (\$)

4. Entity's primary source of revenue.

## Customer Background and Anticipated Activity (cont.)

5. Entity's source of funds for initial and future funding (if any) (Check all that apply):

- ☐ Group savings and/or investments ☐ Earnings from profession or business ☐ Sale of business ☐ Insurance proceeds  
☐ Charitable donation or gifts ☐ Corporate assets or investments ☐ Other: \_\_\_\_\_

6. From where will **initial funding** for this account originate (Answer all that apply):

- ☐ Domestic predecessor bank trustee or custodian: name of institution \_\_\_\_\_  
☐ Domestic predecessor broker/dealer custodian: name of institution \_\_\_\_\_  
☐ Foreign predecessor bank or broker/dealer: name of institution \_\_\_\_\_  
☐ Additional Investors \_\_\_\_\_  
☐ Initial funding - no existing assets held elsewhere  
☐ Other \_\_\_\_\_

7. From where will **ongoing funding** for this account originate (Answer all that apply):

- ☐ Domestic predecessor bank trustee or custodian: name of institution \_\_\_\_\_  
☐ Domestic predecessor broker/dealer custodian: name of institution \_\_\_\_\_  
☐ Foreign predecessor bank or broker/dealer: name of institution \_\_\_\_\_  
☐ Additional Investors \_\_\_\_\_  
☐ Other \_\_\_\_\_

8. Method of initial and ongoing funding for this account to be transmitted by (Check all that apply):

- ☐ Wire transfer ☐ Transfer from existing U.S. Bank Account ☐ Check(s) ☐ In-kind transfer from predecessor custodian or trustee  
☐ Foreign wire transfer ☐ Other \_\_\_\_\_

9. Transactions

a) Anticipated number of cash transactions in and out of the account, per year: ☐ 0-10 ☐ 11-50 ☐ 51-100 ☐ 100 +

b) Anticipated dollar range of cash transactions: ☐ \$0-\$5,000 ☐ \$5,001- \$10,000 ☐ \$10,001- \$20,000 ☐ \$20,001- \$50,000  
☐ \$50,001- \$100,000 ☐ \$100,001- \$500,000 ☐ \$500,001+

c) Method of disbursements. Check all that apply. ☐ Wire ☐ Check ☐ ACH ☐ Transfer to another U.S. Bank account

d) Will any disbursements be sent outside the United States? ☐ YES ☐ NO

If YES, please list countries:

10. Trading

a) Anticipated number of trades in and out of the account, per year: ☐ 0-10 ☐ 11-50 ☐ 51-100 ☐ 100 +

b) Anticipated dollar range of trade transactions: ☐ \$0-\$5,000 ☐ \$5,001- \$10,000 ☐ \$10,001- \$20,000 ☐ \$20,001- \$50,000  
☐ \$50,001- \$100,000 ☐ \$100,001- \$500,000 ☐ \$500,001+

## Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. Bank recommends that Customer consult with Customer's tax advisor if Customer is unsure of the option that is best for them.

- ☐ **Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.  
☐ **First In First Out ("FIFO")** - Shares are sold from tax lots having the earliest federal tax acquisition date.  
☐ **Last In First Out ("LIFO")** - Shares are sold from tax lots having the most recent federal tax acquisition date.  
☐ **Highest Federal Cost First Out ("HIFO")** - Shares are sold from tax lots having the highest federal tax cost per share.  
☐ **Lowest Federal Cost First Out ("LOFO")** - Shares are sold from tax lots having the lowest federal tax cost per share.  
☐ **Specify Tax Lot** - Shares are sold from tax lots that you specify.  
☐ **Average Federal Tax Cost** - Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.  
☐ **Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.

## Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the “Securities-Issuer”) and any person who has or shared the power to vote, or the power to direct the voting of, that security (the “Voter”). Unless the Voter registers its objection with Bank, Bank must disclose the Voter’s name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer’s request (“Disclosure”).

**To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:**

☐ Consent to Disclosure      ☐ Objection to Disclosure

## Sweep Designation

To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (*check only one*):

☐ First American Government Obligations Fund      Class Z

☐ Other (Consult with Designated Agent to see what options may be available)

For terms, conditions, and disclosures relating to the end-of-day cash sweep options above, see the Agreement below.

If the foregoing does not designate one and only one sweep investment option (or there is (a) incomplete information in “Other”, or (b) a sweep designation that the Designated Agent and Bank have not established as an option for your Account) then Customer is deemed to have designated the U.S. Bank Liquidity Plus sweep. The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

### The following codes identify payees that are exempt from backup withholding:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 – A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 – A common trust fund operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947



Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly". If Annually is the only frequency selected, client will also receive Quarterly statements.

Name	Phone Number
Address	City, State Zip
Email	Existing PIVOT ID
Statement Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Delivery Method: <input type="checkbox"/> Print <input type="checkbox"/> Online <input type="checkbox"/> Print and Online	

Name	Phone Number
Address	City, State Zip
Email	Existing PIVOT ID
Statement Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Delivery Method: <input type="checkbox"/> Print <input type="checkbox"/> Online <input type="checkbox"/> Print and Online	

Name	Phone Number
Address	City, State Zip
Email	Existing PIVOT ID
Statement Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Delivery Method: <input type="checkbox"/> Print <input type="checkbox"/> Online <input type="checkbox"/> Print and Online	

## Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf.

Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>

## Agreement and Signature

By signing this Application, I hereby:

- a) acknowledge receipt of a copy of this Application, and the Custody Agreement
- b) acknowledge that the Custody Agreement is incorporated herein by reference
- c) agree to the terms and conditions of this application and Custody Agreement
- d) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested
- e) agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

- "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.
- A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure.

## The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signer's Name (please print)	<input type="text"/>	Signature	<input type="text"/>
Title (please print)	<input type="text"/>	Date	<input type="text"/>

## To Be Completed By U.S. Bank

Signer's Name (please print)	<input type="text"/>	Signature	<input type="text"/>
Title (please print)	<input type="text"/>	Date	<input type="text"/>

## Custody Agreement- CIP Exempt

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

### SECTION 1: DEFINITIONS

- 1.1 "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).
- 1.2 "Accounting Standards" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application*.
- 1.3 "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.
- 1.4 "Cash-flow Analysis" means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.
- 1.5 "CFR" means the Code of Federal Regulations.
- 1.6 "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.
- 1.7 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.8 "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.
- 1.9 "DTC" means the Depository Trust Company.
- 1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- 1.11 "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time.
- 1.12 "Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.
- 1.13 "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.
- 1.14 "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.
- 1.15 "Investment Company Act" means the Investment Company Act of 1940, as amended.
- 1.16 "IRS" means the Internal Revenue Service.
- 1.17 "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.
- 1.18 "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.
- 1.19 "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).
- 1.20 "SEC" means the United States Securities and Exchange Commission.
- 1.21 "State" means the State as defined in the application.
- 1.22 "Statement Recipient" means Customer and anyone else Customer so designates.
- 1.23 "Sub-account" means a separate portion of the Account.

## SECTION 2: APPOINTMENT AND ACCEPTANCE

- 2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.
- 2.2 Establishment of Account.
- 2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.
- 2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:
- 2.2.2.1 Customer holds good and valid legal title to all Assets.
- 2.2.2.2 None of the Assets is (i) an asset of any “plan” as defined in ERISA Section 3(3); any “plan” as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.
- 2.2.2.3 Customer is neither (i) an “investment company” that is subject to registration with the SEC under the Investment Company Act, (ii) an “investment company” that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.
- 2.2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.
- 2.2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank. As custodian, Bank will act as a “bailee” of the Assets. As such, the Assets will be segregated (other than deposits at Bank) on Bank’s books from Bank’s own assets and the assets of Bank’s other customers. The Assets (other than deposits at Bank) will not be subject to the creditors of Bank. U.S. dollar denominated deposits credited to the Account are insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to applicable limits. For questions about FDIC insurance coverage, Customer may call the FDIC at 877-275-3342 or visit the FDIC’s web site at [www.fdic.gov](http://www.fdic.gov).

## SECTION 3: BOOKS, RECORDS, AND ACCOUNTS

- 3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.
- 3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer’s independent auditors to inspect during Bank’s regular business hours any books of account and records of Assets and transactions in the Account.

## SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

- 4.1 Customer may from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.
- 4.2 Customer has designated the frequency of Account statements in the Application.
- 4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.
- 4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).
- 4.4.1 Notwithstanding anything herein to the contrary, Bank will, after providing reasonable notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.
- 4.5 Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

## SECTION 5: POWERS OF BANK

In the performance of its duties under this Agreement, Bank shall have the power to:

- 5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.
- 5.2 Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.
- 5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.
- 5.4 Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such un-invested cash.
- 5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.
- 5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.
- 5.7 Distribute Assets as set forth herein.
- 5.8 Safe-keep Assets as set forth herein.
- 5.9 Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.
- 5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.
- 5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.
- 5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.
- 5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.
- 5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

## SECTION 6: PURCHASES

- 6.1 Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis or the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

## SECTION 7: SALES

- 7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

## SECTION 8: SETTLEMENTS

- 8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

## **SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS**

9.1 For purposes of reporting the value of an Asset on an Account statement:

9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.

9.1.2 If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor. (ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.

9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.

9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining InvestmentAdvice.

9.1.4 Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets.

9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

## **SECTION 10: LIMITATIONS ON DUTIES**

10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.



- 10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:
- 10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.
  - 10.2.2 Act as trustee of the Assets.
  - 10.2.3 Act as custodian of any assets other than the Assets.
  - 10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).
  - 10.2.5 Provide Investment Advice.
  - 10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.
  - 10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.
  - 10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.
  - 10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.
  - 10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.
  - 10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.
  - 10.2.12 Monitor agents hired by Customer.
  - 10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, against all expenses and liabilities which it may sustain by reason thereof.
  - 10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

## **SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS**

- 11.1. Customer has identified the "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer's behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank's written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement in his or her personal capacity.



- 11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.
- 11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.
- 11.4. Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly from Harm directly caused to the Bank from relying on the agent's instructions, unless the Harm was caused by the Bank's willful misconduct, gross negligence, bad faith or material breach of this Agreement.
- 11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.
- 11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.
- 11.7 In the event that the Designated Agent directs Bank to send data elements listed under the U.S. Bank Information Security Policy as U.S. Bank Customer Confidential Data Elements and other regulatory protected data (collectively, "Protected Data") using something other than Bank's own secure encryption transmission mechanism ("Bank Encryption"), Customer agrees that (a) Bank has no responsibility or liability for questioning, evaluating, or monitoring any vendor, software, or process utilized by the Designated Agent to send Protected Data, (b) any substitute for Bank Encryption that the Designated Agent directs Bank to use is deemed to be at least as protective as Bank Encryption regardless of the vendor, service, or process used, and (c) Bank is fully released, held harmless, and indemnified by Customer in all aspects directly related to any direction from the Designated Agent to communicate information about the Account without using Bank Encryption.
- 11.8 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then-current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.

11.9 Delivery of Directions.

- 11.9.1 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address hereunder, addressed as provided hereunder, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by SWIFT message from business identifier code (or any other business identifier code that Customer subsequently designates pursuant to this Agreement).
- 11.9.2 Any direction received under this Agreement by email or SWIFT message, or entered into Customer's account in Bank's on-line portal, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its portal account, to the email accounts of its employees, agents, and agents' employees, and to any SWIFT messaging system used by its employees, agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

## SECTION 12: FEES AND EXPENSES

- 12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.
- 12.2 Customer shall reimburse Bank for any commercially reasonable expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).

12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.

12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

## **SECTION 13: RELEASE**

13.1 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor will any such failure or delay give any party the right to terminate this Agreement.

13.2 To the extent permitted by law, Customer shall be solely liable for its own actions that result in any obligation, loss, claim, and

damage whatsoever regardless of cause thereof, and all expenses in connection therewith, including, without Limitation, expenses, penalties, and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, the establishment hereunder of the Account, the acceptance of the Assets deposited therein and the acquisition of any Assets to be purchased hereunder, the retention of such Assets or the proceeds thereof, and any sale, transfer or other application of Assets by Bank in accordance with directions received from Customer, provided, however, that Customer shall not indemnify the Bank for any Losses arising out of this Agreement, and Customer shall not be liable to Bank for Losses arising out of or resulting from Bank's own willful or negligent conduct. The liability arising under this Section shall survive the termination of this Agreement.

## **SECTION 14: CONFIDENTIALITY**

14.1 During the term of this Agreement and thereafter, Bank agrees to treat in a confidential manner all records and other information, whether disclosed orally or in writing, and whether kept on computer storage or any other media; provided, however, that Bank is authorized to share information regarding this Agreement and Customer with its affiliates, agents and sub-custodians in connection with the performance of services hereunder. Bank agrees not to use the information for any purpose other than the performance of its duties hereunder and not to disclose information to any third party, without the prior written consent of an authorized officer or agent of Customer. Bank may, however, disclose information with prior written notification to Customer, (unless prohibited by law or regulation) if, in the opinion of Bank's counsel it is required to make such disclosure to comply with any law or regulation.

## **SECTION 15: TERMINATION**

15.1 This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.

15.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank.

The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

## SECTION 16: MISCELLANEOUS

- 16.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.
- 16.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.
- 16.3 Complete Agreement; Amendment.
- 16.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.
- 16.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.
- 16.4 Control Agreements. If Customer requests that Bank execute a “control agreement” (or similarly titled agreement) with a third- party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third- party (which may be affiliates of Bank or Bank’s lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank’s rights under Section 12.4 of this Agreement.
- 16.5 Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the state without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the state. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.
- 16.6 Successors and Assigns.
- 16.6.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.
- 16.6.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee’s identity according to Bank’s Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee’s name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.
- 16.7 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.
- 16.8 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.
- 16.9 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.
- 16.10 Tax-Lot Selection Method. Customer has made its designation in the Application.
- 16.11 Shareholder Communications Act Election. Customer has made its election in the Application.
- 16.12 Abandoned Property. Bank will escheat Assets pursuant to the applicable state’s abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.
- 16.13 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.
- 16.14 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

- 16.15 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. With prior notice to customer, Bank may assess a reasonable service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.
- 16.16 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney, if such attorney has been approved by customer. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.
- 16.17 Representations and Warranties. Customer hereby covenants that, if it has actual notice that any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.
- 16.18 Publicity. No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.
- 16.19 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).
- 16.20 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

## SECTION 17: PATRIOT ACT

- 17.1 By signing above, Customer acknowledges that they have received the following important information:
- 17.2 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.
- 17.3 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

## SECTION 18: Executing Broker Referral

- 18.1 Bank has created a broker-dealer referral network with various independent broker-dealers. Pursuant to separate agreements between Bank and each broker, Bank has agreed to introduce these brokers to independent registered investment advisers whose clients have, or may have in the future, custody accounts with Bank and who may wish to engage a broker to execute trades and effect securities transactions for its clients' custody accounts. Bank will receive compensation from the relevant broker in connection with such referrals.
- 18.2 To the extent that transactions for your account are executed by a broker-dealer that participates in Bank's broker-dealer referral network, Bank will receive a referral fee from such broker as described in more detail below:
- 18.3 **Broker:** Jones Trading
- Referral fee payable to U.S. Bank:** 50% of the brokerage fees generated by transactions executed on behalf of your account.
- 18.4 Bank's introduction of independent registered investment advisers to broker is not a recommendation of such broker or its services or in any way an endorsement of such broker or its services. Bank's introduction is based solely upon the broker's agreement to pay the referral fees noted above and Bank's determination that Bank can interface with the broker to provide custody services to the independent registered investment adviser's clients.
- 18.5 Bank is not affiliated in any manner with any broker that participates in Bank's broker-dealer referral network other than the relationship created by the referral agreement between them.
- 18.6 For more information regarding the referral arrangement, a current list of broker-dealers that participate in the Bank referral network, and the compensation that Bank expects to receive therefor, please contact your Account's customer service manager.

## SECTION 19: FOREIGN ASSETS; FOREIGN CURRENCY EXCHANGE TRANSACTIONS

- 19.1 Customer hereby directs Bank to convert into U.S. Dollars any entitlement payments received by the Account with respect to foreign securities (such as corporate actions, maturities, income posting, credit interest, or tax reclamation) and execute any foreign currency exchange transactions with respect thereto through Bank's Foreign Exchange Department ("USBFX").
- 19.2 Customer hereby directs Bank to execute any foreign currency exchange transactions with respect to purchases or sales of foreign securities in the Account through USBFX, except to the extent market circumstances in certain countries require the use of a global custodian unaffiliated with Bank (an "Unaffiliated Agent")
- 19.3 Customer hereby acknowledges that Bank receives compensation when Bank executes foreign currency exchange transactions related to Account assets. Such compensation does not exceed 0.5% of the amount of the foreign currency exchange transaction.
- 19.4 Customer hereby acknowledges that an Unaffiliated Agent receives compensation when the Unaffiliated Agent executes foreign currency exchange transactions with respect to purchases or sales of foreign securities in the Account. Such compensation may be more or less than the compensation Bank would have received for executing the same foreign currency exchange transaction.
- 19.5 Customer hereby acknowledges that investments in foreign securities and foreign currency exchange transactions entail additional risks, such as default by counter-parties, currency fluctuations, political and economic instability, accounting translation adjustments, and foreign taxation. Bank has no liability for any risks relating to Customer's investments in foreign securities or foreign currency exchange transactions.
- 19.6 Customer understands that the holding of certain foreign securities or American Depositary Receipts ("ADRs") requires disclosure of Customer's personal information to vendors, sub-custodians, or local tax authorities in foreign jurisdictions to avoid tax penalties on such foreign securities or ADRs. Customer consents to any and all disclosures or releases of information by Bank (including private information about Customer, the Account, the amount of holdings) to third parties relating to foreign securities or ADRs and releases, Bank from all liability for doing so. Bank is not hereby obligated to make any such disclosure to third parties, so any failure to do so shall not constitute a breach hereunder. Customer accepts all risk and loss arising from holding foreign securities and ADRs, including tax consequences, regardless of whether Bank discloses Customer's information to third parties or not.
- 19.7 Cash held in foreign currency constitutes a direct obligation of the foreign sub-custodian or depository holding such cash and is not directly or indirectly an obligation of Bank.

## SECTION 20: AUTOMATIC INVESTMENT OF END-OF-DAY CASH

Customer's Sweep Direction has been made in the Application. The following provisions apply if the corresponding sweep investment option was selected in the Application.

### 20.1 U.S. BANK LIQUIDITY PLUS

This Section of the Agreement covers the U.S. Bank Liquidity Plus, disclosures, terms, and conditions ("**Program Terms**") in the event that the U.S. Bank Liquidity Plus Program ("**Program**") is selected as the end-of-day cash sweep option for the Account

#### 20.1.1 Introduction to the Program

The maximum amount of Federal Deposit Insurance Corporation ("**FDIC**") deposit insurance coverage available for funds swept under the Program is currently \$2,500,000, subject to certain exceptions and the ability to place such cash balances, as more fully explained below ("**Deposit Limit**").

The Program sweeps Customer's anticipated end-of-day cash balances in the Account up to the Deposit Limit into money market deposit accounts and transaction accounts at banks that are participating in the Program ("**Program Banks**"). The cash balances that are swept into accounts at Program Banks ("**Deposits**") are insured by the FDIC, subject to the limits described below.

To the extent Customer has cash balances in the Account that are in excess of the Deposit Limit or that are otherwise unable to be fully placed with Program Banks on a given day (for example, if funds are received after amounts are in the process of sweeping to Program Banks or if there is an inability to get funds to a Program Bank), the Program sweeps such excess cash balances into the First American Government Obligations Fund designated in the Application, above ("**Money Market Fund**"). For information about cutoff timing for transfer to Program Banks, contact Customer's account manager. Customer's cash balances that are placed into the Money Market Fund are not insured by the FDIC, but as securities, they are segregated from the assets of Bank.

Bank has appointed IntraFi Network, LLC ("**IntraFi**") to provide certain services with respect to the operation of the Program. Customer hereby appoints IntraFi as Customer's authorized agent pursuant to these Program Terms.

**CUSTOMER HEREBY INSTRUCTS BANK TO ALLOCATE THE CASH BALANCES IN THE ACCOUNT PURSUANT TO THE PROGRAM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND CAREFULLY READ THESE PROGRAM TERMS BEFORE ENROLLING IN THE PROGRAM.**



### 20.1.2 Account Eligibility

In order to obtain FDIC insurance on Deposits in the Program, Customer must provide proper and correct tax identification information to Bank.

There is no minimum deposit amount to participate in the Program and no minimum balance to maintain Customer's participation in the Program. There also is no minimum period that Customer's funds must remain on deposit in the Program. There is no penalty or fees for withdrawal of Customer's entire balance, or any part thereof, at anytime

### 20.1.3 Role of Bank and IntraFi

Bank is acting as Customer's agent in establishing and maintaining Program Bank accounts, including depositing or placing Customer's funds in and withdrawing Customer's funds from the Program Bank accounts and the Money Market Fund. Customer also appoints IntraFi as Customer's agent to effect deposits to and withdrawals from Program Bank accounts.

Bank uses IntraFi to allocate Customer's funds to the Program Banks and to perform certain other administrative tasks related to the Program. IntraFi is not, itself, a bank, broker-dealer, or investment adviser and does not hold any of Customer's Deposits.

### 20.1.4 Deposits with Program Banks up to the Deposit Limit

This Section contains the terms and conditions applicable to the sweep of cash balances in the Account up to the Deposit Limit into FDIC-insured Program Banks.

#### A. Deposits

Customer agrees to have cash balances up to the Deposit Limit automatically deposited into interest-bearing FDIC insured omnibus deposit accounts at the Program Banks that hold Customer's and Bank's other customers' funds, and in which Customer will hold a beneficial interest. Except as otherwise provided herein, each business day, Bank, utilizing the services of IntraFi, will deposit the cash balances in the Account up to the Deposit Limit to one or more omnibus deposit accounts maintained at the Program Banks held in the name of "U.S. Bank National Association acting as agent for customer, each acting for themselves and others" or a similar title. To accommodate for accruing interest, the initial amount swept to each Program Bank will be capped at \$249,000. Customer's ownership of Deposits will be evidenced by an entry on records maintained by Bank for each of the Program Banks at which Customer's funds are on deposit. Customer will not be issued any evidence of ownership of a Program Bank account, such as a passbook or certificate.

However, Customer's Account statement will reflect Program Bank deposit balance(s).

#### B. FDIC Deposit Insurance: Operation and Limitations

Customer's Deposits are deposited into interest-bearing omnibus deposit accounts at the Program Banks in a manner currently designed to provide Customer with up to \$2,500,000 of FDIC deposit insurance coverage, subject to certain exceptions described herein. FDIC deposit insurance coverage is normally available for Customer's Deposits up to the FDIC standard maximum deposit insurance amount ("**SMDIA**"), which is currently \$250,000 per legal category of account ownership at each participating Program Bank when aggregated with all other deposits held by Customer in the same Program Bank and in the same legal category of account ownership. Customer's coverage under the Program will be limited to the extent that Customer holds deposits directly, or through others, in the same recognized legal category of ownership at the same Program Banks as Customer holds Deposits through the Program. Thus, the maximum amount of Deposits eligible for FDIC insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Program Banks that Customer has not excluded from receiving Customer's Deposits under the Program, less any funds that Customer may hold in a Program Bank outside of the Program in the same legal category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors ("**Ownership Categories**"). For the purposes of the Program, any custody accounts with the same tax ID will be grouped by types in the following categories for the purpose of determining deposit flow to Program Banks: trusts, personal (sole owner or joint owner), business/government (corporations, partnerships, LLCs, and similar types of entities), and benefit plan accounts (for example, IRA custody accounts, to the extent that Customer has completed additional documentation to enroll such accounts in the Program).

Until Customer's funds are actually received by the Program Banks, Customer's funds may be insured at Bank, or at its Settlement Agent, The Bank of New York Mellon, while they are held by such institution up to \$250,000 in total (to the extent that Customer do not have other deposits with Bank or the Settlement Agent). IntraFi, as Customer's agent, allocates Customer's cash balance up to the Deposit Limit among the Program Banks to seek to maximize the potential FDIC deposit insurance coverage available under the Program up to the Deposit Limit.

Bank and IntraFi will use commercially reasonable efforts to ensure that no more than \$250,000 of Customer's swept cash balances will be deposited in any single Program Bank through the Program. If Customer holds deposits in a Program Bank outside of the Program, Bank and IntraFi will not take those deposits into account in determining whether to allocate Customer's funds in the Program to a particular Program Bank. Because Bank and IntraFi would not be aware of deposits made by Customer outside of this Program, Customer is solely responsible for monitoring the total amount of all deposits Customer has at each Program Bank for purposes of calculating Customer's FDIC coverage and directing Bank to exclude particular Program Banks using the form provided.

If, for any reason, the amount deposited in any Program Bank account exceeds the applicable SMDIA, the excess Deposit amount would not be insured by the FDIC. Neither Bank nor IntraFi, shall have any liability for any insured or uninsured portion of Customer's Deposits in any of the Program Banks.

The FDIC protects Customer against the loss of Customer's insured Deposits in the event a Program Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. In the event that FDIC deposit insurance payments become necessary, Bank will assist Customer in completing required FDIC paperwork or filing on Customer's behalf by providing Customer's account information to the FDIC. However, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, Customer may be required to provide certain documentation to the FDIC before insurance payments are made.

For questions about FDIC insurance coverage, Customer may call the FDIC at 877-275-3342 or visit the FDIC's web site at [www.fdic.gov](http://www.fdic.gov).

### **C. Program Banks**

Customer acknowledges that it has received a list of the Program Banks that will be used for the Account and understands that such is also available at [www.usbank.com/LiquidityPlus](http://www.usbank.com/LiquidityPlus) (or such other web address identified from time to time on Customer's Account statement, ("**Program Website**"). Contact Customer's account manager at Bank or Customer's investment manager for the current web address of the Program Website or for questions regarding any change to the Program Website. Customer may obtain a current list of Program Banks at any time by contacting Bank or visiting the Program Website. Customer's periodic Account statements also list the Program Banks that hold Customer's Deposits and the amount in each of those Program Banks as of the statement date. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation in the Program, then Customer hereby authorize and direct that Customer's Deposits be moved to another FDIC-insured Program Bank. As such, the Program Banks that hold Customer's Deposits will typically be in the order appearing on the list of Program Banks ("**Bank List**"). Customer understands that the Bank List may change during a statement period. Visit the Program Website frequently to view the current Bank List. If Customer wants to know the Program Banks at which Customer's Deposits are located at any particular time, contact Customer's account manager.

Each Program Bank is a separate FDIC-insured depository institution. Customer can obtain publicly available financial information for all Program Banks at the FDIC's website at [www.fdic.gov](http://www.fdic.gov); or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429-9990 or by phone at 877-275-3342. Neither Bank nor IntraFi guarantees the financial condition of any Program Bank, or the accuracy of any publicly available information concerning a Program Bank. Customer expressly consent to Bank, IntraFi, and their service providers providing Customer's customer account information to Program Banks for purposes of Customer's involvement in the Program, as required by applicable law or FDIC regulations.

Bank may add additional Program Banks or delete Program Banks without prior notice to Customer. The order of Program Banks on the Bank List may be changed without prior notice to Customer. Cash balances will be automatically deposited in the Program Banks in the order set forth in the Bank List, subject to Customer's instructions to exclude a particular Program Bank and Bank's ability to place such cash balances with a particular Program Bank. IntraFi may transfer balances between Program Banks in such manner as it determines to be appropriate and consistent with the objectives of the Program, subject to Customer's instructions to exclude a particular Program Bank. Customer hereby agree to receive notice of Program Bank list changes (additions, deletions, or reordering) by consulting the Program Website periodically or by referencing the Account statement to see a breakdown of where Customer's Deposits in the Program are held.

The Program Bank accounts established by Bank as Customer's agent constitute direct obligations of the Program Bank(s) and are not directly or indirectly an obligation of IntraFi. The Program Bank accounts established by Bank as Customer's agent, other than at U.S. Bank National Association are not directly or indirectly an obligation of Bank.



#### **D. Ability to Exclude Program Banks**

Customer may exclude any Program Bank from holding Customer's Deposits by notifying Bank using the opt-out form provided by Bank. Requests to exclude a Program Bank typically will be processed on the next business day after received by Bank, or promptly thereafter. If Customer exclude any Program Banks, the maximum level of FDIC insurance available under the Program may decrease.

#### **E. Interest**

Customer receives interest on the balance of Customer's Deposits held at the Program Banks. The amount of paid interest applicable to Customer's Deposits will be stated on the Account statement. The interest rate paid to Customer is subject to change at any time. Changes in interest rates applicable to Customer's Deposits will be posted on the Program Website. Bank strongly encourages Customer to regularly check the Program Website for information about current rates or changes, especially whenever the Federal Reserve has announced or is expected to announce a change in rates.

Interest will be posted monthly to the Program Bank account unless an event occurs that results in interest posting sooner. Interest will accrue on deposits from the day they are received in investible form by the Program Bank through the business day preceding the date of withdrawal from the Program Bank. The "daily balance method" is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 (or 1/366 in a leap year) of the applicable annual rate.

The interest rate Customer earns on Customer's Deposits may be higher or lower than the rates available to depositors making non-Program deposits with Program Banks directly, through other types of accounts at Bank, or with other depository institutions in comparable accounts. Customer should compare the terms, rates of return, required minimum amounts, charges and other features of a Deposit with other accounts and investment alternatives.

#### **F. Compensation and Fees**

Each Program Bank may profit from the difference between the interest it pays on Deposits and the income it earns on loans, investments, and other business operations.

Each Program Bank may pay Bank and/or IntraFi fees for its services related to Customer's Deposits equal to a percentage of the average daily Deposit balance in the accounts at the Program Bank. Bank may share such fees with IntraFi. The amount of any fees a Program Bank pays could directly affect the interest rate paid by the Program Bank on Customer's Deposits. The fees paid to Bank and/or IntraFi by each Program Bank may vary. Bank and IntraFi may earn a higher fee if Customer participate in the Program than if Customer invest in other investment products.

#### **20.1.5 Money Market Fund Investment for Amounts not Held by Program Banks**

This Section contains the terms and conditions applicable to the sweep of any cash balances in the Account into the Money Market Fund. Any cash balance in the Account in excess of the Deposit Limit will not be swept into Program Banks (as described above) but will be swept into the Money Market Fund. Customer's deposits that are placed in the Money Market Fund are not FDIC insured.

The Money Market Fund is registered with the U.S. Securities and Exchange Commission ("**SEC**") as a registered open- end investment company under the Investment Company Act of 1940 and its shares are registered for public distribution under the Securities Act of 1933. Although the Money Market Fund's net asset value ("**NAV**") is normally expected to be \$1.00 per share, there is no guarantee that the Money Market Fund will be able to preserve the NAV per share and Customer could lose money by investing in the Money Market Fund.

Customer acknowledges that Customer has received the Money Market Fund prospectus and understands the information in the prospectus regarding the Money Market Fund's fees and expenses. U.S. Bancorp Asset Management, Inc. is the Money Market Fund's investment adviser and provides shareholder services, U.S. Bancorp Fund Services, LLC provides accounting, administration, and transfer-agent services, and Bank is the custodian of the Money Market Fund's assets. U.S. Bancorp Asset Management, Inc. and U.S. Bancorp Fund Services, LLC are affiliated with the Bank. Customer acknowledges that investment advisory, custodial, distribution and other services will be provided, for compensation, to the Money Market Fund by Bank and its affiliates. The fees received by Bank and its affiliates are described in the Money Market Fund prospectus. Please see the prospectus for the Money Market Fund for additional information, including the Money Market Fund's investment objective and strategy and the risks of investing in the Money Market Fund.

**CUSTOMER UNDERSTANDS THAT THE MONEY MARKET FUND IS NOT INSURED BY THE FDIC AND THAT THE FUNDS ARE NOT OBLIGATIONS OF NOR GUARANTEED BY BANK, INTRAFI, ANY OF THEIR AFFILIATES, OR ANY BANK. CUSTOMER FURTHER UNDERSTANDS THAT INVESTMENT IN THE MONEY MARKET FUND INVOLVES RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL.**

While a registered investment company, such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available, Bank, IntraFi, and the Program Banks are under no such obligation.

### 20.1.6 Withdrawals

Each business day, as needed to pay for purchases made in the Account or other withdrawals from the Account, Bank or its agent bank will withdraw Customer's cash from the Program Bank accounts and Money Market Fund (if applicable). Customer consents to have Customer's funds automatically withdrawn from the Money Market Fund and/or the Program Bank accounts in the event of a debit in the Account. Withdrawals will generally be processed on a "Last In First Out" basis, meaning the amounts in the Money Market Fund or the lowest Program Bank on Customer's bank list will be withdrawn first.

Under federal regulations, Program Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a money market deposit account or certain transaction accounts. While the Program Banks have not indicated their intention to implement such a policy, a Program Bank may, at any time, choose to do so.

Redemption of Customer's holdings in the Money Market Fund (if any) will be processed in accordance with the policies described in the Money Market Fund's prospectus.

Customer cannot directly withdraw funds allocated through the Program from any of the Program Banks or the Money Market Fund.

If Customer request a complete withdrawal or the Account is closed for any reason, Customer may have to wait a period of time for all of the interest to be posted to the Account since interest can only be credited to the Account once interest is credited by the Program Banks to the Program Bank accounts. Depending on when the Program Banks post interest to the Program Bank accounts, there could be a delay between the date of Customer's withdrawal request and the date on which Customer receives all of the interest that accrued in the Program Bank account up to the effective date of Customer's withdrawal.

### 20.1.7 Account Statements

Activity with respect to Customer's participation in the Program, including interest earned for the period, dividends received for the period, and the total of Customer's Deposit balances and Customer's shares of the Money Market Fund, will appear on Customer's periodic Custody Account statement. If Customer receives consolidated account statements for multiple accounts, such statement will not include a breakdown by Program Bank. Customer will not receive a separate statement from the Program Banks or the Money Market Fund.

### 20.1.8 Customer's Responsibility to Monitor Automatic Cash Investment Options

Customer is responsible for, and should speak with Customer's investment manager about, monitoring this automatic sweep option for the Account. As returns on the Deposits, the Money Market Fund, Customer's personal financial circumstances and other factors change, it may be in Customer's financial interest to invest in other investment vehicles. Contact Customer's investment manager for other investments that may be available. Bank is not Customer's investment manager and does not exercise any discretion when administering the Program and Customer acknowledges that it has not relied on any investment advice from Bank in selecting the Program for the Account's automatic sweep option.

### 20.1.9 Risks of the Program

Customer may receive a lower rate of return on funds swept through the Program than on other types of investments. Under Federal regulations, Program Banks are permitted to impose a seven (7) day delay on any request to withdraw Deposits from a money market deposit account or certain transaction accounts; Program Banks may choose to do so at any time. In the event of a failure of a Program Bank, there may be a time period during which Customer may not be able to access Customer's Deposits.

If Customer holds deposits at a Program Bank outside the Program, this may reduce the availability of FDIC insurance for the total amount of Customer's funds held within and outside the Program. If Customer exclude a Program Bank, the amount of deposit insurance available to Customer under the Program (currently \$2,500,000) may decrease.

Customer's investment in the Money Market Fund is not insured by the FDIC and are not obligations of nor guaranteed by Bank, IntraFi, or any of their affiliates. Money market mutual funds are subject to investment risks and may lose value, including possible loss of principal. There is no guarantee that money market mutual funds will maintain a stable net asset value. Read the Money Market Fund's prospectus before investing.

### 20.1.10 Other Terms

**Ordinary Care:** Customer agrees that any act or omission made by Bank or any Program Bank in reliance upon, or in accordance with, any provision of the Uniform Commercial Code as adopted in the State of Minnesota, or any rule or regulation of the State of Minnesota, or a federal agency having jurisdiction over such party shall constitute ordinary care.

**Alternatives to the Program:** Customer understands that, at any time, Customer may opt-out of the Program. Consult with Customer's investment manager to opting out of the Program to see what alternatives may be available to Customer. If Customer does not designate a replacement automatic end-of-day cash investment option for the Account that is agreed to by Bank, the amounts in the Account will remain in the Account as non-interest-bearing uninvested cash to the extent that Customer does not manually manage end-of-day cash balances with daily purchase transactions.



**Aggregation of Funds in Multiple Accounts:** If Customer has more than one custody account in the Program with the same tax identification information and Ownership Category type (for example, personal, trust, business), the funds in all such custody accounts may be aggregated for the purpose of determining how Customer's cash balances are placed in the Program. As a result, the cash balances in each of the custody accounts, when viewed separately, may appear to be placed with Program Banks in a different order than is set forth in the Bank List for each particular custody account. Cash balances placed at Program Banks through multiple custody accounts with the same tax identification information and Ownership Category typically will not rebalance up the Bank List even if another similar custody account's Deposits are fully withdrawn. Customer should review each separate custody account statement together in the aggregate. In the event that Customer has multiple investment managers each handling different custody accounts, each of Customer's custody accounts in the Program may be subject to a different Bank List. If the same Program Bank appears on the Bank List for more than one of Customer's custody accounts in the Program, then to exclude the Program Bank from all of Customer's custody accounts in the Program Customer will need to separately complete the Program Bank opt-out form for each custody account.

**Clearinghouse Rules:** Unless otherwise provided herein, Bank may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions related to the Program. Customer agrees that Bank is not required to notify Customer of a change in those rules, except to the extent required by law.

## **20.2 U.S. BANK NON-INTEREST BEARING DEPOSIT**

This Section of the Agreement applies if the U.S. Bank Non-Interest-Bearing Deposit sweep option is selected as the end-of-day cash sweep option for the Account. Customer hereby acknowledges that uninvested cash is swept to a non-interest bearing deposit account at U.S. Bank National Association for the benefit of Bank's customers. Customer acknowledges that (i) the Non-Interest-Bearing Deposit Account is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits (typically, up to \$250,000 per depositor for all deposits such depositor holds at U.S. Bank National Association).

## **20.3 OTHER (MUST BE AGREED TO BY BANK AND DESIGNATED ADVISOR; MAY IMPACT ACCOUNT FEES)**

20.3.1 This Section of the Agreement applies if Customer was approved to use an investment other than U.S. Bank Liquidity Plus or the Non-Interest Bearing Deposit as their end-of-day cash sweep option for the Account.

20.3.2 Customer hereby acknowledges and confirms that Customer has received and read any prospectus or other documentation relating to such investment, understands any fees or affiliations of such investment with Bank, and has reviewed the materials below referred to U.S. Bank Important Investment Disclosures.

20.3.3 This authorization and direction shall continue in effect with respect to the identified investment should investment be merged with or into another investment.

## **SECTION 21: E-SIGN AUTHORIZATION AND CONSENT**

### **21.1 E-SIGN COMPLIANCE AND CONSENTS**

If this Agreement is executed using a third-party e-sign service, Customer agrees that this Agreement and its execution comply with the Electronic Signatures in Global and National Commerce Act, and with any applicable state and local law governing the electronic formation and signature of contracts, as amended from time to time, and will not be denied legal effect, validity, or enforceability solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation. Customer consents to the provision of Customer's personal information to any third-party e-sign service and Customer consents such service's permanent retention of such data on behalf of Bank. Customer assumes all risk and liability relating to the electronic formation or electronic signature of this Agreement, whether resulting from or in (a) a denial of legal effect, validity, or enforceability of the Agreement; (b) a breach of confidentiality, privacy, or security; or (c) any other cause or in any other consequence. Customer hereby waives any defense that the Agreement is ineffective, invalid, or unenforceable solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation.

Information as of December 2020

U.S. Bank Public



## U.S. Bank Important Investment Disclosures

### **Mutual fund compensation and related mutual fund disclosures**

Mutual funds are open or closed end, pooled investment vehicles that are considered investment companies. They must be registered with, and are regulated by, the Securities Exchange Commission under the Investment Company Act of 1940. U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA) and U.S. Bancorp Fund Services, LLC dba U.S. Bank Global Fund Services (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank receives compensation, as applicable, for investment advisory services, shareholder services, administration, custody, securities lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. For these services, U.S. Bank generally receives a percentage compensation (basis points), based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund's prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

**First American Funds, Inc. money market funds:** The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services.

U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any contractual waivers. Contractual fee waivers may be terminated with the approval of the fund's board of directors. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. You authorize the fees paid by the funds and received by U.S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

Affiliated fund name	Gross advisory fees	Gross other fees & expenses received by U.S. Bank					Net fees & expenses received by U.S. Bank				
	Class X/Z/N/Y/A	Class X	Class Z	Class V	Class Y	Class A	Class X	Class Z	Class V	Class Y	Class A
<b>First American Funds</b>											
Government Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.67%	0.14%	0.18%	0.30%	0.45%	0.75%
Institutional Prime Obligations	0.10%	0.45%	0.20%	0.30%	0.45%	N/A	0.14%	0.20%	0.30%	0.45%	N/A
Retail Prime Obligations	0.10%	0.16%	0.16%	0.26%	0.41%	0.70%	0.14%	0.20%	0.30%	0.45%	0.75%
Retail Tax Free Obligations	0.10%	N/A	0.22%	0.32%	0.47%	0.77%	N/A	0.20%	0.30%	0.45%	0.75%
Treasury Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.18%	0.30%	0.45%	0.75%
U.S. Treasury Money Market	0.10%	N/A	0.17%	0.27%	0.42%	0.72%	N/A	0.20%	0.30%	0.45%	0.75%



Fees and expenses above may be found in the fund prospectuses.

**Investment products and services are:**

**NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED •  
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

**Fidelity and Federated money market mutual funds:** U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 60 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

Fund name	Fund name
Federated California Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Only Portfolio – Class I
Fidelity Institutional Money Market Government Portfolio – Class I	Fidelity Institutional Money Market Treasury Portfolio – Class I
Fidelity Institutional Money Market Prime Portfolio – Class I	Fidelity Money Market Portfolio – Class I
Fidelity Institutional Money Market Tax-Exempt Portfolio – Class I	

**Nuveen Mutual Funds:** Firststar Capital Corporation (Firststar Capital), an affiliate of U.S. Bancorp, holds a less- than- 10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firststar Capital might in the future receive an earn-out payment related to its interest in Windy City Investment IRA account, to the extent the earn-out payment is attributable to the account's interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

**Other Mutual Funds:** U.S. Bank has entered into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds' service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 100 basis points, though more generally fees range from one to 40 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 36 basis points). The fees received by U.S. Bank include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 12.5 basis points on account assets invested in the Nuveen Mutual Funds.





Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and NFS are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

**Securities lending:** U.S. Bank receives fees from the First American Funds, Inc. for securities lending services, as applicable, of up to 20 percent of each fund's net income from securities lending transactions as addressed in the prospectuses. U.S. Bank receives fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund's net income from securities lending transactions, as addressed in the prospectus.

**Other important information:** USBAM is a registered investment advisor and a wholly-owned subsidiary of USBNA. USBAM serves as investment advisor to First American Funds, Inc. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM.

If investing in mutual funds, each fund's investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

**Mutual fund investing** involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

*Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.*

An investment in **money market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies' websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact a member of your relationship team. [www.federatedinvestors.com](http://www.federatedinvestors.com) | [www.fidelity.com](http://www.fidelity.com) | [www.firstamericanfunds.com](http://www.firstamericanfunds.com) | [www.nuveen.com](http://www.nuveen.com)

## Private Investment Fund disclosure

"Private Investment Funds" or "Private Funds" are pooled investment vehicles that are excluded from the definition of investment company under the Investment Company Act of 1940 by section 3(c)(1) or 3(c)(7) of that Act. The term Private Fund generally includes funds commonly known as hedge funds and private equity funds. USBNA and USBFS may enter into agreements with Private Funds or with their service providers, whereby USBNA and USBFS provide services to such funds and receive fees or compensation for these services from the funds or the funds' sponsors or agents. USBNA services provided include, as applicable, trust and administrative services including collateral custody, collateral agent, administrative and reporting functions, registrar, paying agent, loan administration, escrow, document custody, back-up servicer services, deposit account services, and various lending services to the fund and/or its investments including direct loans, revolving credit facilities and other extensions of credit and loan administration. USBFS services provided include, as applicable, fund administration including accounting, shareholder services, transfer agency and reporting services. For the types of fees charged to any Fund, see the Fund issuer's private placement offering documents. Fees received by U.S. Bank from Private Funds are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable Fund's offering documents.

**Other important information:** Private Investment Funds are speculative and involve a substantially more complicated set of risk factors than traditional investments such as stocks or bonds, including use of derivatives, leverage and short sales which can magnify potential losses or gains.

Restrictions may exist on the ability to redeem or transfer interests in a Private Investment Fund. Investors considering an investment in Private Investment Funds must be fully aware that these investments are illiquid by nature, typically represent a long-term binding commitment and are not readily marketable. The valuation procedures for these holdings are often subjective in nature.



Private Investment Funds are not suitable for every investor even if the investor meets the financial eligibility requirements. It is important to consult with your tax and investment professional to determine how these investments might fit your asset allocation, risk profile and tax situation.

Private Investment Funds are offered to you by the Fund issuer with a private placement memorandum ("PPM"), which a prospective investor must carefully read for a more complete description of fees, risks and restrictions. For more information, contact your Portfolio Manager or a member of your relationship team.

**RESOLUTION NO. R-2025-**

**A RESOLUTION APPROVING AN AGREEMENT FOR INVESTMENT PORTFOLIO  
MANAGEMENT BETWEEN MEEDER PUBLIC FUNDS AND HIGHLAND CITY**

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

WHEREAS, Utah Code § 51-7-11 authorizes the investment of public funds with qualified depositories, certified dealers, or directly with issuers of investment securities and authorizes public treasurers to designate a certified investment adviser to make trades on behalf of the public treasurer, and;

WHEREAS, Meeder Public Funds is an approved certified investment adviser by the Utah Money Management Council, and;

WHEREAS, the Highland City Council finds that it would be beneficial to Highland City and its residents to enter into an agreement with Meeder Public Funds for the management of an investment portfolio of \$15 million, and;

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

1. The City Council approves of the Agreement BETWEEN Meeder Public Funds and Highland City for the management of an investment portfolio of \$15 million, which agreement is attached hereto as Exhibit A.
2. The City Council authorizes the Mayor and City Staff, as necessary, to execute and carry out the Agreement according to the terms set forth therein.
3. The City Council authorizes City Staff to open a custody account with US Bank for purposes of facilitating the investment of City funds and designates Erin Wells, City Administrator, David Mortensen, City Finance Director, and Candice Linford, City Treasurer as authorized signers on the account.
4. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 2<sup>nd</sup> day of September, 2025.

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Kurt Ostler  
Mayor

ATTESTED:

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Stephannie Cottle  
City Recorder



# CITY COUNCIL AGENDA REPORT

## ITEM #3f

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**DATE:** September 2, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Jay Baughman, Assistant City Administrator/Community Development Director, Kim Rodela, Council Member  
**SUBJECT:** Baseball Field Use Policy and Rental Fees  
**TYPE:** General City Management

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### **PURPOSE:**

The City Council will consider the proposed Highland City Baseball Field Rental Fee Structure and Use Policy.

### **STAFF RECOMMENDATION:**

Staff recommends adopting the proposed Field Rental Fee Structure and Use Policy.

### **PRIOR COUNCIL DIRECTION:**

On July 1, 2025, Council reviewed a draft version of the Highland City Baseball Field Rental Fee Structure and Use Policy as a discussion item on that meeting's agenda. The draft policy document was developed by staff and Council Member Rodela and is based on information and research gained from other surrounding cities about how they schedule their fields, the fees they charge, and how they interact with the baseball leagues/organizations in the area. During the course of the City Council's discussion, the following items were asked to be changed, clarified, or edited, which are reflected in the final draft included with this report.

- Limit of 2 hours for each reservation, game or practice.
- Leagues can reserve fields, but not practice times.
- Change reservation time for spring season from January to November.
- As of right now, staff will maintain and prep the fields. Leagues/teams can prep the field if they have had people trained and approved by the City. Otherwise, there is a \$50 charge to have the City prep the field.
- We will keep the ability for teams to offset rental fees by participating in maintaining the fields through a staff approved contract.
- Highland Family Park baseball field is by reservation only.
- No liability insurance requirements.
- No cancellation fees.

### **BACKGROUND:**

The following is a summary of the Baseball Field Rental Policy:

The City of Highland is implementing a Baseball Field Rental Policy to ensure fair access, preserve field



quality, and maintain a positive experience for all users.

## **Reservation Process**

- Fields may be reserved for games and practices Monday–Thursday and Saturday. No games on Friday, only practices. Sundays are closed.
- Baseball teams may begin making reservations for games and practices in November for the following spring season, with priority given to teams with the highest percentage of Highland City residents on that team.
- The general public may begin making reservations in February.
- Practice reservations are limited to two per week (four hours total), with practices held on Fridays or between scheduled games. Leagues may not reserve practice times.

## **Facilities**

- Heritage Park Field – 60’ bases, dirt infield
- Mitchell Hollow Field – 70’ bases, 90’ infield
- Highland Family Park Field – 60’ bases, dirt infield with turf home plate (reservation only)

## **Rules and Regulations**

- Fields open from dawn to dusk.
- Users must conduct light maintenance; major preparation is handled by City staff.
- Prohibited activities include unauthorized vehicles, glass containers, tobacco/alcohol, pets on fields, open flames, fireworks, golfing, and excessive noise.
- Users are responsible for damage, litter removal, and proper supervision of youth.

## **Enforcement**

- The City may revoke or suspend field use for violations.
- Policy may be updated at any time; users are responsible for compliance.

## **FISCAL IMPACT:**

Maintenance costs for the City's fields are already allocated in the City's annual budget. The intent of the fees charged for baseball field rental is to cover costs associated with additional staff time and materials for field preparation and reservation coordination. The proposed fees are outlined below.

## **Fees**

- \$20/hour – Practice
- \$35/hour – Game
- \$150 – Field reservation deposit for games
- \$50 – Optional field preparation
- \$15/hour – Batting cages

- Field Daylong Rental – \$300

The rates for field preparation and day-long rental are an increase to our current fee schedule.

Rates are the same for residents and non-residents.

In-kind services may be accepted in lieu of fees with City approval.

Non-profit rate is being done away with because the impact to the field and preparation time is the same despite the type of team.

**MOTION:**

I move that City Council council adopt the Highland City Baseball Field Rental Fee Structure and Use Policy

**ATTACHMENTS:**

1. Resolution for Fees
2. Highland Baseball Field Rental Policy

**RESOLUTION NO: R-2025-**

**A RESOLUTION OF THE HIGHLAND CITY COUNCIL, HIGHLAND CITY, UTAH APPROVING FEE  
SCHEDULE CHANGES FOR FISCAL YEAR 2025-2026**

**WHEREAS**, Highland City currently collects user fees for the Highland City Parks to help cover a portion of the cost of operations and maintenance; and

**WHEREAS**, the Council believes that it is in the best interest of the City to amend the fiscal year 2025-2026 Highland City Comprehensive Fee Schedule to update fees for its baseball field rentals with the opening of the Highland Family Park Baseball Field.

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

1. The City Council hereby adopts the following changes to the fiscal year 2025-2026 Highland City Comprehensive Fee Schedule to apply to all Highland City baseball fields:

Baseball Fields:

\$20 Hourly – Practice

\$35 Hourly – Game

- \$150 Field Reservation Deposit for Games
- \$50 Ball Field Preparation, including striping, per field

\$15 Batting Cages per cage, per hour

Non-profit and government rates are eliminated.

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

**PASSED and ADOPTED** by Highland City Council this 2<sup>nd</sup> day of September 2025.

HIGHLAND CITY, UTAH

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Kurt Ostler, Mayor

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Stephannie Cottle, City Recorder



## Highland City Baseball Field

### Rental Fee Structure

#### **Field Reservation Policy:**

Fields are available for teams to make reservations in November for the upcoming spring season for game and practice times. When there is more than one team requesting the same time slot, priority will be given to teams with the greater percentage of Highland residents on their team. Leagues are not allowed to schedule practice times.

The public may make reservations starting in February.

The City charges the same rate for both residents and non-residents. Non-profit rates are being done away with because the impact to the field is the same, no matter one's tax status.

#### **Baseball Field Rental Fees:**

Practice	\$20 per hour
Game	\$35 per hour
Field Reservation Deposit for Games	\$150
Ball Field Preparation, including striping	\$50 per field
Batting Cages, per cage	\$15 per hour
Field Daylong Rental	\$300

*Fees are set each year in the Highland City Fee Schedule.*



## Highland City Baseball Field Use Policy

This policy outlines the guidelines and procedures for the use of baseball fields owned and maintained by the City of Highland. The goal of this policy is to ensure equitable access, preserve field quality, promote safety, and foster a positive experience for all users.

All applications for the use of a Field shall be approved or denied by the Rental Supervisor, who shall be a person designated by the City Administrator. The administration of this Use Policy shall be vested in the Rental Supervisor.

Any permissible use must be in compliance with this Policy, and all other local, state, and national laws.

The City shall not discriminate in the use of the park on the basis of race, color, age, ethnicity, religion, national origin, pregnancy, sexual orientation, gender identity, genetic information, sex, marital status, disability, or status as a U.S. veteran.

### Baseball Fields:

Baseball Fields are designated based on available parking and field size.

**Heritage Park Baseball Field** (10400 Alpine Hwy, Highland, UT) - 60' bases, dirt infield

- Community Field II – Practices and games for 10 year olds and younger allowed

**Mitchell Hollow Baseball Field** (6400 W 10250 N, Highland, UT) - 70' bases, 90' dirt infield

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

**Highland Family Park – *By Reservation Only***– (5691 W 10400 N, Highland, UT) - 60' bases, dirt infield with astroturf home plate area

- Community Field I – Practices and games for all ages allowed

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## I. Field Availability and Reservations

**A. Eligible Reservation Days:** Baseball fields are available for game reservations on **Monday, Tuesday, Wednesday, Thursday, and Saturday**. No reservations will be made for Sundays, as these days are reserved for field rest and recovery.



## B. Reservation Priority and Timeline:

- **Reservations:** Leagues and teams can begin reserving game times in **November** for the upcoming spring season. If multiple teams vie for the same time slot, priority will be given to the team with the highest percentage of Highland residents. Roster submissions with addresses will be required to verify residency, subject to a verification period.
- **Time Slots:** two-hour time slots are allotted for games, four hours for double-headers. For all-day tournaments, please contact the Rental Supervisor.
- **General Public:** Reservations for available slots are open to the public in **February**. A residency verification period is not required for these reservations.
- **Field Maintenance:** Maintenance by City staff shall have priority over scheduled uses. This includes mowing, sprinkler repair, etc. Mowing times shall be scheduled so no reservations conflict with the mowing. Mowing or general sprinkler repair may at times have to be conducted during a scheduled reservation due to holidays, weather, etc. Staff will do the best they can to avoid a field conflict, but if it occurs, reserving groups must accommodate staff conducting their needed maintenance.

## C. Practice Reservations:

- **Limited Practice Time:** Individual teams are allotted a maximum of **two practice days per week, totaling four hours**.
- **Available Practice Slots:** Practices can be scheduled on **Fridays** and in any available slots that fall between scheduled games on other days but Sunday.
- **League Eligibility:** Leagues are **not eligible** to reserve fields for practices; only individual teams may do so.

## D. Reservation Procedures:

1. **Application:** Any authorized group wishing to reserve a field shall do so through the Highland City website's reservation portal.
2. **Confirmation:** If the Field is available on the date and times requested and the Rental Supervisor determines that the proposed use is compliant with the Use Policy, the Rental Supervisor shall notify the applicant that the event has been scheduled and make all the appropriate arrangements.
3. **Payment of Fees and Deposits:** Deposits and fees are required within five (5) business days following approval.  
Alternate payment arrangements may be made on a month-by-month basis if the reservations last for more than one month. If reservation payment is not received, the approval is withdrawn, and the reserving party loses their confirmed reservation.
4. **Security Deposit:** The use of a Field will require a security deposit as stated in the Highland City Fee Schedule. If damage or mistreatments of the Field occurs, deductions will be made from the remaining deposit to reimburse the City for costs and/or repairs. If insufficient, a charge will be assessed for the individual and/or group.
5. **Refunds for Cancellation:** A refund of one hundred percent (100%) will be made if the reservation is cancelled more than 5 business days prior to the event. No refund will be given if cancelled less than 5 business days prior to the scheduled event.
6. **Posting of Reservations:** Once a reservation is finalized, the reservation shall be on the City's website.

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## II. Field Use Fees and Discounts

### A. Reservation Fees:

- **Fees:** Fees will be charged for games, practices, and batting cage use. Fees will be established in the Highland City Fee Schedule.

### B. In-Kind Services:

- For regular users who have been properly trained by City staff, the City may allow **in-kind services** to be provided in lieu of monetary payment for field use.
- The monetary value of these services will be determined by the City and waived or deducted from the team's or user's bill. This arrangement must be pre-approved by the Highland City Parks Division.

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## III. Field Rules and Regulations:

1. **Hours of Operation:** Fields are generally open from dawn until dusk, unless otherwise specified or permitted.
2. **Field Preparation:**
  - Users are responsible for light field preparation (e.g., raking around bases, smoothing pitching mounds) before and after use to maintain playable conditions.
  - Heavy maintenance (e.g., dragging entire infields, lining fields, spraying for weeds, amending the dirt, etc.) is the responsibility of City staff or those explicitly authorized by the City.
  - No personal equipment may be used for field grooming that could damage the playing surface.
3. **Equipment:** Users must provide their own bats, balls, helmets, and other personal playing equipment. L-screens are provided in batting cages.
4. **Waste and Litter:**
  - All trash and litter, including discarded equipment, must be placed in designated receptacles or removed from the premises.
  - Failure to dispose of waste properly may result in loss of field privileges.
5. **Prohibited Activities:**
  - **Motorized Vehicles:** No unauthorized motorized vehicles (e.g., cars, ATVs, dirt bikes) are permitted on the playing surfaces or designated turf areas.
  - **Glass Containers:** Glass containers are strictly prohibited on or near the fields.
  - **Tobacco and Alcohol:** Use of tobacco products, alcoholic beverages, and illegal substances is prohibited on all City park property, including baseball fields.
  - **Pets:** Pets are generally not allowed on the playing surfaces, with the exception of service animals. Pets in other park areas must be leashed and their waste properly disposed of.

- **Open Flames/Grills:** Open flames, fires, and personal grilling equipment are not permitted on or near the fields.
  - **Fireworks:** Fireworks are strictly prohibited.
  - **Golfing:** Golfing is not permitted on baseball fields.
6. **Damage to Fields:**
- Users are responsible for any intentional damage or misuse of City property.
  - Any damage to fields, fences, dugouts, or other amenities should be reported immediately to the Highland City of Highland Parks Division.
  - Groups causing damage may be held responsible for repair costs and may lose future field use privileges.
7. **Noise:** Please be respectful of the surrounding residential areas. Excessive noise or amplified music is prohibited.
8. **Supervision:** Supervise children at playgrounds, parking lots, restrooms, and near open water areas. Notify the Police Department if you witness damage or vandalism to the park (801) 756-9800.
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#### IV. Enforcement:

1. **City Authority:** The City of Highland Parks Division reserves the right to deny or revoke reservations and to suspend field use privileges for violations of this policy.
  2. **Reporting Violations:** Violations of this policy should be reported to the Highland City of Highland Parks Division during business hours. For immediate concerns regarding safety or illegal activity, contact the local police department.
  3. **Policy Updates:** This policy may be amended or updated by the City of Highland at any time. Users are responsible for familiarizing themselves with the most current version of this policy.
  4. **Hold Harmless:** Those who use any Fields agree to hold the City harmless from any and all harm, loss, damages or liability, and also agree to indemnify the City for harm incurred by third parties arising from their use of the Field.
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Thank you for your cooperation in helping us maintain quality baseball fields for the enjoyment of all Highland City residents.



# CITY COUNCIL AGENDA REPORT

## ITEM #4a

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**DATE:** September 2, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Rob Patterson, City Attorney/Planning & Zoning Administrator, Kurt Ostler, Mayor  
**SUBJECT:** Daycares, In-home Instruction, Home Based Businesses, and Residential Zones  
**TYPE:** Land Use (Legislative)

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### **PURPOSE:**

The City Council will consider current regulations related to home occupations as they relate to in-home instruction and daycares.

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council review the current regulations and give staff direction on changes, if any, desired to be implemented in the regulations.

### **PRIOR COUNCIL DIRECTION:**

During several meetings in 2022, the City Council considered whether to amend the City's home occupation regulations to facilitate daycare, preschools, and other similar in-home instruction (swim lessons, piano lessons, etc.) that operate within a residential property. The Council considered numerous options and potential regulations, including regulating the number of students, requiring distancing between uses, whether to allow non-resident employees, and imposing regulations based on number of students. Ultimately, the Council adopted regulations that allowed the uses within the City's residential zones and allowed non-resident employees, with no limits on number of students. During the discussion, the Council clarified that the newly allowed daycare, preschool, and in-home instruction uses would not apply to the City's planned development areas (Ridgeview, Town Center, Skye Estates, 10700, Wild Rose).

### **BACKGROUND:**

Highland City permits home occupations in all residential units, including in accessory dwelling units. However, the City regulates all home occupations to ensure that residential properties are used primarily for residential purposes. The City's current regulations are found in the [Municipal Code 5.08](#) and [Development Code 3-614](#). As a summary, these regulations allow home occupations only if the occupation is incidental to the primary residential use and there is minimal off-site impact, such as traffic or noise. These regulations more specifically include the following:

- Only bona fide residents may be employed
- Occupation must be conducted entirely within the dwelling (no more than 25%) or attached garage (no more than 50%) and cannot use any accessory building or yard area
- Entrance to the home occupation must be the same as the residents' entrance
- Vehicles and equipment associated with the use must be garaged or stored out of sight
- Occupation cannot generate traffic in excess of customary traffic for zone

- No displays or other external evidence of the home occupation is allowed

Within the City's R-1-40, R-1-30, and R-1-20 zones, there is a limited exception to the home occupation standards for daycares and in-home instruction (including preschools) accessory to a single-family dwelling. Within those zones, daycares and in-home instruction are permitted uses separate from and in addition to home occupations. These uses generally provide that all general home occupation regulations must be followed, but non-resident employees are permitted if parking is provided, a traffic flow and parking plan is submitted and approved by staff, background checks are completed for teachers at preschools, and daycares are licensed with the state.

Due to the state requirement that daycares have approved outdoor recreation areas of certain sizes, and the city's definition of in-home instruction as allowing for swimming and fitness lessons, which typically use yards and areas outside the home, staff has interpreted the daycare and in-home instruction uses as also exempting the home occupation from the restriction on use of yards and accessory buildings. Further, due to the Council's discussion of traffic impacts and rejection of any limitation on the number of children/students who can attend a home occupation daycare or in-home instruction, staff has also interpreted these uses as exempting the home occupation from the restriction on generating excessive traffic.

In other words, staff allows home occupation daycares and in-home instruction within the R-1-40, R-1-30, and R-1-20 zones to have non-resident employees, use the lot's yard and accessory building areas, and generate more traffic than typical residential/home occupation uses. However, the daycare and in-home instruction exceptions are limited to the R-1-40, R-1-30, and R-1-20 zones, including open space subdivisions. The daycare and in-home instruction exceptions were not applied to the Town Center zone (Toscana, Highland Vista, Coventry/Highland Village) or to the Ridgeview or Apple Creek/10700 Planned Developments. The Wild Rose and Skye Estates planned developments can have daycares and in-home instruction, because their development plan specifically incorporates permitted uses within the R-1-40 and R-1-20 zones.

Recently, staff rejected a home occupation license application for swim lessons within an estate lot in Ridgeview because in-home instruction is not a permitted use within Ridgeview, and the swim lessons would, in staff's view, result in impacts and use of property that did not align with the general home occupation regulations. The Ridgeview lot at issue is approximately 0.4 acres, which is comparable to (and often larger than) lots within the City's open space subdivisions. However, it does only have 90 feet of frontage, which is generally less than most of the open space subdivisions (typically 100-120 feet).

Staff is interested in the Council's perspective on the following questions:

1. Should daycares and in-home instruction be permitted within Town Center, Ridgeview, or Apple Creek/10700? Perhaps only within larger (0.25 acre or larger?) lots in those developments?
2. Are there other changes the Council would like to see with the current home occupation, daycare, and in-home instruction regulations or staff's application of the regulations?

#### **FISCAL IMPACT:**

No anticipated fiscal impact.

#### **MOTION:**

No motion - for discussion only.



**ATTACHMENTS:**