



## HIGHLAND CITY

# HIGHLAND CITY COUNCIL AGENDA

TUESDAY, OCTOBER 7, 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 Ron Campbell

Pledge of Allegiance: Council Member Doug Cortney

### 1. UNSCHEDULED PUBLIC APPEARANCES

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

### 2. PRESENTATIONS

- a. **Appreciation Awards to Fling Committee Members** *Kurt Ostler, Mayor*  
The City Council will recognize the Fling Committee Members for their efforts during the 2025 Fling.
- b. **Timpanogos Special Service District Operations and 2026 Rates Update**  
Brian Braithwaite, Timpanogos Special Service District (TSSD) Representative, will present an update on operations and 2026 user rates as they relate to Highland City.

### 3. CONSENT ITEMS

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

- a. **Approval of Meeting Minutes** *General City Management*  
*Stephannie Cottle, City Recorder*  
July 29, 2025 City Council & Library Board Meeting
- b. **Approval of Meeting Minutes** *General City Management*  
*Stephannie Cottle, City Recorder*  
August 5, 2025

### 4. ACTION ITEMS

- a. **RESOLUTION: Grass Field Use Policy** *General City Management*  
*Jay Baughman, Assistant City Administrator/Community Development Director*  
The City Council will discuss the edits to the Field Use Policy presented in the packet and consider adopting the updated policy document.

## 5. EXPEDITED ITEMS

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

- a. **ACTION: 10400 North 6000 West Intersection Design Award** *General City Management*  
*Chris Trusty, City Engineer/Public Works Director*  
The City Council will consider a design award to Cross Engineering in the amount of \$28,100 for the design of the 6000 West and 10400 South intersection improvements, which include curb and gutter and sidewalk.
- b. **ACTION: Sidewalk Maintenance Bid Award** *General City Management*  
*Chris Trusty, City Engineer/Public Works Director*  
The City Council will consider approving a bid award for Precision Concrete Cutting for sidewalk maintenance in the amount of \$37,171.58.
- c. **RESOLUTION: Surplus Sale** *General City Management*  
*Chris Trusty, City Engineer/Public Works Director*  
The City Council will consider a resolution for the disposal of Personal Public Property.

## 6. COMMUNICATION ITEMS

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

- a. **Lone Peak Fire Assessment Discussion** *Kurt Ostler, Mayor, Erin Wells, City Administrator*
- b. **Canal Boulevard Traffic Calming Update** *Chris Trusty, City Engineer/Public Works Director*
- c. **Open Space Sale Rate** *Kurt Ostler, Mayor, Doug Cortney, Council Member*
- d. **Protocol for Police Interaction with Elected Officials** *Kurt Ostler, Mayor, Brian Gwilliam, Police Chief*
- e. **Building Security** *Kurt Ostler, Mayor, Erin Wells, City Administrator*

## 7. CLOSED MEETING

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

## ADJOURNMENT

In accordance with Americans with Disabilities Act, Highland City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at (801) 772-4505 at least three days in advance of the meeting.

## ELECTRONIC PARTICIPATION

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

## CERTIFICATE OF POSTING

I, Stephannie Cottle, the duly appointed City Recorder, certify that the foregoing agenda was posted at the principal office of the public body, on the Utah State website (<http://pnm.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 2nd day of October 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 29, 2025

Waiting Formal Approval

**City Council/Library Board Work Session**

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

**6:00 PM WORK SESSION**

Call to Order: Mayor Kurt Ostler

Invocation: Mayor Kurt Ostler

Pledge of Allegiance: Library Board Member Kevin Tams

The meeting was called to order by Mayor Kurt Ostler as a work session at 6:08 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 Mayor Kurt Ostler and those in attendance were led in the Pledge of Allegiance by Council Member Kevin Tams.

PRESIDING: Mayor Kurt Ostler

**COUNCIL MEMBERS:**

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

**LIBRARY BOARD MEMBERS:**

Jessica Anderson	Absent
Amy Brinton	Present
Rachel Farnsworth	Present
Lynn Lonsdale	Absent
Kevin Tams	Present
Wesley Warren	Present

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, Library Director Donna Cardon, City Recorder Stephannie Cottle

OTHERS PRESENT: Jon Hart, Liz Rice, Kristin Richey, McKaiden Carruth

**1. PRESENTATIONS**

**a. Highland City Library Jay Baughman, Assistant City Administrator/Community Development Director**

The City Council and Library Board will discuss the current status, future needs, and funding mechanisms for the Highland City Library.

Assistant City Administrator/Community Development Director Baughman started the agenda item by inviting all staff, City Council Members, and Library Board Members to introduce themselves. He then used the aid of a PowerPoint presentation to provide background information regarding the implementation of a property tax in 2007 specifically for the Library; it generated roughly \$200,366 in revenue per year. The first year of the library, there were 7,935 items in the library and 98 programs; in 2018, Delinquent Property Tax was included as part of the Library funding (this may have been funded in years past but was not identified on any budget record). This added an annual average of \$18,667 per year. And, in 2019, vehicle tax revenue was also identified as part of the Library funding; this added an average of \$23,136 per year. In 2024, the library property tax rate is .000104, which generates \$314,801 per year. Last year there were 44,262 items in the library and 233 programs offered. He concluded that from 2007 to 2024, there has been no dedicated rate increase for the library, though the number of households in the City grew by 43 percent and population grew by 39 percent. Inflation has increased 45 percent over 17 years; the City is collecting \$65.77 per household instead of inflation adjusted \$90.53. He summarized library growth as follows:

- The collection grew by 82% to 44,262
- Circulation grew by 62% to 270,000
- Programs grew by 128% (233)
- Program attendance grew by 369% (9,022)

He then compared Highland's dedicated tax funding rates with those of surrounding communities, noting Highland has the second lowest dedicated tax funding rate for its library. He then presented a pie chart illustrating all funding sources for the library; 98 percent of funding comes from taxes, two percent from fees, and less than one percent from grants and donations. Due to the recent decision to join the library consortium, the library can no longer charge fines, but to offset that loss of revenue, non-resident library fees will be increased. He then noted that FY 2025-26 is the first year that the City Council has authorized a transfer of General Fund Revenues; the Library is also operating off fund reserves this next year, but this is not sustainable. Grant funding has been cut dramatically, and the library expects it will have to spend over \$9,000 on materials to maintain the current level of service.

Mayor Ostler clarified that he believes there was one instance in the past, perhaps 2017, when the City authorized a transfer of General Fund revenues to the library.

Mr. Baughman then discussed library expenditures, noting the most significant expense is personnel costs at 68 percent; other expenditures are as follows:

- Overhead – 16 percent;
- Books and materials – 10 percent;
- Software – 3 percent;
- Equipment – 2 percent;
- Programming – 1 percent.

Mr. Baughman noted that traditionally, the library budget has been balanced by paying below market on staff wages; however, the library cannot function without its employees as they perform book circulation and program administration. This led to high level discussion among the group regarding the City's philosophy relative to compensation of library employees; the applicant pool for library employment; and the duties performed by library employees. Mr. Baughman noted the City is currently recruiting for a new Library Director and will need to pay a more competitive salary going forward. It is becoming increasingly difficult to keep up with demand with only one

FT employee (Director). Full-time employment possibilities include Collection Development Manager and Library Program Manager. This year, the City supplemented the Library by \$21,000. Without that funding, it would be necessary to do a combination of the following:

- Cut the library book budget by 36%. *or*
- Eliminate all the programs (Programming budget + PT) *or*
- Eliminate an entire library assistant position and a library page position. This would necessitate cutting library hours.

Mr. Baughman then discussed the Library Fund Study; earlier this year, the Library Foundation commissioned LRB Public Finance Advisors to do a study of the Library Fund to assess the financial viability of the library in the coming years. The study was done this year because the library is at the point where it cannot maintain current levels of service without increased funding. He presented graphs that illustrate the different funding scenarios offered by LRB as well as results from the most recent resident survey regarding property tax increases to fund the library. He concluded that staff have formulated questions for the group to consider and address tonight:

Question for discussion #1 - What is an appropriate fund balance amount (% of operating costs) for the Library to maintain?

Question for discussion #2 - What is the future direction for the Library:

- Staffing?
- Materials Collection (physical & electronic)?
- Programming?
- Growth / Status-Quo / Reduction in Service?

Question for discussion #3 - What is the feasibility of proposing a Library Property Tax increase to the voters?

- Do we want to have the General Fund continue to supplement the Library Fund?
- Do we want to rely on fundraising/ donations?
  - Would need increased staff and/or willing and capable volunteers.
- Are there other revenue options that should be considered?

Mr. Baughman then facilitated discussion among the group to solicit answers to the questions. The feedback from the group centered on the purpose of the library fund balance; maintenance and improvement needs at the library; the need to educate residents about the fact that property tax does not account for inflation and the basis for a tax rate increase would be to continue to fund the library at the same rate as the past; resident support for the library; pursuing a public campaign regarding the value of the library prior to considering a tax increase; submitting the issue to the public again in the 2025 citizens survey; library funding methods employed in other cities; future library growth/expansion plans; and the idea of partnering with neighboring communities – Alpine and Cedar Hills – pertaining to charging user fees to fund library services.

Mayor Ostler then recognized the candidates running for City Council who were present at the meeting and invited them to provide any input they have regarding the matter.

Ron Campbell spoke as a candidate; he indicated that raising property taxes is a last resort for him, but it is an option that must be on the table as an option for continuing to provide the services offered at the library. He will explore all other options first, but he cannot say that he will never vote to raise taxes.

Kristin Richey stated this conversation has caused her to think about the town she used to live in where there was a group called the ‘friends of the Redlands Library’ that sponsored a fundraising event each year; the idea of a third-party group coming together to support the library seems like a good idea to her. The library in her former town got to a point where it had to reduce the services it offered; it was closed on Saturday and was only open until 5:00 p.m. on Mondays and Wednesdays. Somehow the people with young kids made their way through that situation. At some point, the public needs to consider where it can economize on certain issues and the library may be one of

those things for Highland City.

Library Board Member Tams stated that the library tax was a voter approved tax, and he wondered if the City could dissolve that tax without a voter action. City Administrator Wells stated she is not aware that the library tax was on an election ballot; she believes it was approved by the Council, but not by the voters. Mayor Ostler disagreed and stated he believes it was on a ballot. Ms. Wells stated she will need to research the matter further. She then noted that the City can lower the library tax to a point where it is negligible, and increase the City tax rate to an even point without having to follow the State of Utah Truth in Taxation process; however, the group recognizes that the library is facing a funding deficit so that will not fix the problem.

Liz Rice stated that she likes to look back and see how far the library has come; the Highland Library is amazing, and she considers it to be the heart of the community; the City's library was formerly located at Mountain Ridge Junior High, and she is amazed at how far it has come. She loves the library and wants to support it, but she is hesitant about some of the solutions that have been discussed tonight, such as partnering with another community as she feels one city will eventually take over the other and she does not want Highland's library to be lost. She then noted that other libraries have cut hours of operation due to limited funding. She has been going door to door during her campaign and has had many conversations with residents; some people have talked to her about the library, but most are talking to her about the recent school district split and the formation of a new district and how that will impact their property tax bill. She feels the City needs to 'mellow out' on taxes until there is a clear understanding of how the new district will impact property taxes. She anticipates property taxes will increase in the next two years for the school district. She then stated that most people know how she feels about the citizens survey; it isn't always clear who is responding to surveys, and she feels it is important for registered voters and taxpayers to answer the surveys because they are ultimately the people who will pay the costs. She stated she would also be opposed to charging a fee for using the library. She emphasized she cares deeply about the library; she is not willing to state right now that she would oppose a tax increase for the library, but she needs to know all the details and whether the citizens will feel comfortable with the adjustment.

Council Member Cortney clarified that the City Council cannot take any action this year to adjust the tax rate for the library; any such decision and vote could not occur until next year.

Wesley Warren stated that the way for elected officials to make their job easier would be to simply do what the residents want. The City Council is charged with representing the voices of the people and if he is elected, that is what he will do. During his campaign he has been open with residents on his feelings about taxes; he is pro-tax as he feels it is the way to fund a desired way of life in Highland. Many people talk about Highland having a unique feeling and aesthetic and those things must be maintained; the City has the opportunity to do that through taxes and people will gladly pay it to live here. The most difficult conversations he has had with residents involve subjects like their disappointment with how the City current looks or operates, but these residents are also the most strongly opposed to tax increases. He has explained to them that it is necessary to increase revenues to pay to fix issues in the community. He feels much of the conversation tonight has been centered on justifying the existence of the library and he would love if the matter were referred to the voters in order for them to vote on the issue. He feels there is an appetite in the community to fund the existence and growth of the library through taxes. The younger demographic of the City wants and needs a library. He understands his stance of being pro-tax is not popular, but he wishes to be transparent about his feelings.

McKaiden Carruth thanked the Library Board; the conversation has energized her, and she is grateful for the passion the Library Board Members have exuded and it is contagious. She loves there are advocates in the City for the library and those that it serves; there are many people who do not have enough and a big part of being a community is serving all residents, even if they do not vote. She referenced comments made by the Library Director and noted she is disappointed that the Library Director and Board have not felt they have the ability to share the financial situation of the library; if people had knowledge of the library's current situation, they would

be supportive of increasing revenues. Transparency about the conversation that has taken place tonight would help to address much of the backlash the City has heard in the past relative to a tax increase. She stated that if her campaign for City Council has taught her anything, it is that people are so much more rational than many assume they will be. If issues can be clearly communicated to them and the justification given for a tax or rate increase, most people will be open and accepting. It is important to keep the library open and thriving.

The Council and Library Board continued their discussion of the best direction to move in relative to including a survey question regarding the library on the 2025 citizens survey; Library Director Cardon stated she does not feel the Library Board will have enough time to prepare for a question on the 2025 survey and she asked for more time or for an independent survey regarding the library as a sole issue. The group also discussed potential future legislation that could impact the Road Fee and Public Safety Fee the City charges and whether a shift from fees to taxes would further jeopardize the library tax.

Council Member Rodela inquired as to the group's decided action item from this discussion. A majority of the Council Members supported the idea of a question on the citizens' survey regarding the tax rate for the library; Library Board Members expressed their concerns regarding the manner in which the last survey question was written, and they advised the Council to first ask the residents if they support the library before asking if they would consider a tax increase to maintain it. The group discussed the strategy behind developing a survey question and accepted additional input from Ms. Rice regarding her thoughts regarding the manner in which the 2024 citizens survey question regarding the library was written. She noted that asking people to answer 'likely' or 'not likely' is not sufficient. She also offered input regarding the need to develop an appropriate wage for the new Library Director.

Ms. Wells stated staff will draft a survey question for the Council to discuss further at their next business meeting.

Mayor Ostler thanked the Library Board for their extensive work and support of the library. Ms. Wells asked the Mayor and Council if the Library Board has their blessing to begin communicating their funding concerns to residents. The Mayor polled the Council and there was support for such communication and indicated they would like to be involved in helping the Library Board crafting that public communication.

## **ADJOURNMENT**

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

*The meeting adjourned at 8:24 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 29, 2025. This document constitutes the official minutes for the Highland City Council/Library Board Work Session.

Stephannie Cottle, CMC, UCC  
City Recorder



# HIGHLAND CITY COUNCIL MINUTES

Tuesday, August 5, 2025

Waiting Formal Approval

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

## 6:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Scott L. Smith

Pledge of Allegiance: Ron Campbell

The meeting was called to order by Mayor Kurt Ostler as a regular session at 6:03m. 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 Scott L. Smith and those in attendance were led in the Pledge of Allegiance by Council Member Ron Campbell.

PRESIDING: Mayor Kurt Ostler

### COUNCIL MEMBERS:

Brittney P. Bills	Present
Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Present via Zoom (intermittent attendance due to internet issues)
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, City Attorney/Planning & Zoning Administrator Rob Patterson, City Recorder Stephannie Cottle, Finance Director David Mortensen, City Engineer/Public Works Director Chris Trusty, Fire Chief Brian Patten

OTHERS PRESENT: Jon Hart, Neil Schwendiman, Douglas Carter Holladay, Liz Rice, David Stephenson, Logan Johnson, Bowen Wright, Kristin Richey, Jeremy Draper

## 1. UNSCHEDULED PUBLIC APPEARANCES

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

Liz Rice stated the Highland Fling and parade were very nice events that she won't soon forget; she expressed appreciation to Council Member Cortney for his support and kindness over the past several weeks. She concluded 'win, lose, or draw, I'll still be here'.

Council Member Cortney stated that he also thought the Fling was wonderful and he thanked the City's Special Events Coordinator and all the wonderful volunteers and staff who made the event a success. Mayor Ostler agreed and stated he looks forward to a report from the City's Special Events Coordinator at a future meeting.

He acknowledged the significant amount of work that goes into planning and administering the event each year.

David Stephenson stated that 22 years ago he and his wife were standing on one of the last lots available in the Canterbury Subdivision and work had just started on Mitchell Hollow Park. He loved the idea of the park and the view from the area, and he and his wife lived in a trailer for six months while their home was being built near the park. He wanted to express appreciation for the many wonderful things in Highland City, including trails, parks, and open space. He expressed appreciation to the staff that maintain those public amenities. He also wanted to publicly thank City Administrator Wells for being very helpful to him as he has discussed some items with City staff. He agreed the Highland parade was wonderful this year and he thanked everyone that contributes to making Highland a wonderful place to live.

Douglas Carter Holladay expressed concerns about increasing traffic and speeding on Highland Boulevard, especially at certain times of the night. He knows the Police Department has been issuing citations in the area, but enforcement can be a bit awkward in that area because it is directly on the border of Highland and Draper cities. Now that there is a new development underway in Lehi, there is increased heavy truck traffic combined with young people racing on Highland Boulevard as they are driving from Highland to Draper. He would be happy to offer his own suggestions for how he feels the City can address the problems.

Mayor Ostler stated that the City Council is also concerned about traffic mitigation issues, and he encouraged Mr. Holladay to email [Council@highlandut.gov](mailto:Council@highlandut.gov) to provide his suggestions regarding traffic enforcement in the area. He also discussed plans to install a roundabout and traffic medians on the stretch of road going to Suncrest in an effort to calm traffic in the area. He has learned that Draper City is not allowing heavy truck access to the Suncrest area, so all traffic is using Highland roads; this is concerning to him, and efforts are underway to consider a lane specifically for trucks who are having difficulty coming down the road with a steep grade.

## 2. PRESENTATIONS

### a. North Pointe Transfer Station Presentation

Neil Schwendiman from North Pointe Solid Waste Special Service District will provide an update on operations.

Neil Schwendiman of the North Point Solid Waste Special Service District used the aid of a PowerPoint presentation to present municipal solid waste statistics; the District offers solid waste, construction and demolition waste, and green waste services. He presented several graphs that highlighted historical increases in waste from 2012 to 2024 and also offered a comparison of solid waste generated by all cities within the District. He presented residential curbside fee history dating back to 2010; the fee has increased from \$29 per month in 2010 to \$37.50 in 2025. Throughout his presentation he engaged in high level discussion with the Mayor and Council regarding the waste collection practices of other Utah County cities that are not part of the District; improvements planned at the transfer station and landfill; and problems associated with disposing of certain materials and items, such as lithium batteries.

Council Member Smith stated Mr. Schwendiman has done a great job managing the District for the last five years; he thanked him for the information presented tonight.

## 3. ACTION ITEMS

### a. ACTION/PUBLIC HEARING: PO Zone Text Amendment *Development Code Update (Legislative)*

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

The City Council will hold a public hearing to consider comprehensive amendments to the Professional Office (PO) zoning district regulations.

City Attorney/Planning & Zoning Administrator Patterson explained a proposed text amendment to the PO zone

by an outside party was recently addressed and rejected by the City. The Planning Commission and the City Council directed staff to independently review and propose amendments to the PO zone to address concerns with the functionality and utility of the zone. Staff have prepared draft changes to the PO zone to try and incorporate the Planning Commission and Council's direction. These amendments update virtually every portion of the PO zone regulations. Staff's primary objectives--as staff understood the direction--was to accomplish the following:

- Decouple the original master plan (master site plan, landscaping plan, and design exhibits) from the PO zone but retain certain restrictions to avoid allowing development that is drastically different from what was originally planned.
- Resolve internal inconsistencies within the zone
- Ensure the zone is more generally applicable to any property that is or may be zoned PO

Mr. Patterson provided a high-level overview of the technical ordinance amendments and summarized input provided by some residents during the July 22 public hearing held at the Planning Commission meeting; the Planning Commission voted seven to zero to recommend adoption of the proposed ordinance amendments with the following five stipulations:

- Building height measured from top back of curb
- Exterior colors/materials limit LRV 70%
- Flat roofs no more than 50% of structure
- Buildings on east side of Highland Blvd must use traditional design
- Remove parking requirements for storage units (no anticipated/desired expansion, so no need to plan)

Mr. Patterson noted that the Commission suggestions have been incorporated into the proposed ordinance. He facilitated review of the proposed text amendments and the group discussed topics such as the manner in which building heights will be measured; approval of building material selections; building setbacks and landscaping or hardscaping to be installed in the setback area; roof slopes and building massing; and the appropriate percentage of xeriscaping versus natural landscaping, with the Council opposing natural landscaping in open spaces and preferred traditional landscaping or xeriscaping. There was also extensive discussion about the types of businesses allowed in the PO zone; currently the ordinance prohibits industrial businesses, sexually oriented businesses (SOBs), animal slaughtering businesses, convenience stores, and general retail stores in the PO zone, but any applicant can request permission to operate any type of businesses in the PO zone as long as it is not explicitly prohibited in the ordinance. Mr. Patterson emphasized that staff is working on a thorough review of the land use table for all zones and he likened this proposed ordinance to a 'placeholder' for the next six months until that process is complete.

Council Member Cortney then provided the Mayor and each Council Member with a handout of his suggested amendments to the ordinance; he classified the amendments as substantive and non-substantive and reviewed the document.

Council Member Kim Rodela joined the meeting via Zoom at 7:07 p.m.

The Council discussed the clarifications regarding roof slopes and building materials and concluded to accept his suggested edits.

Mayor Kurt Ostler opened the public hearing at 7:12 p.m.

Liz Rice addressed the section of the ordinance regarding roof pitch; she asked if the Planning Commission has proposed to allow five percent of the buildings to have flat roofs. Mr. Patterson answered yes. Ms. Rice stated she believes flat roofs are ugly. She then stated she agrees with the Council's opposition to allowing natural landscaping in the open spaces of PO projects; she feels natural landscaping is the same as no landscaping and such areas eventually become unsightly. She then encouraged the Council to consider allowing facilities such as

plastic surgery centers that provide medical tattooing services to clients with various medical conditions.

Mayor Kurt Ostler closed the public hearing at 7:14 p.m.

Council Member Cortney asked Mr. Patterson if a facility that offers therapeutic tattooing would generally be allowed in the PO zone. He asked if the definition of tattoo and body piercing shops is broad enough that it would preclude therapeutic tattooing. Mr. Patterson stated the art of tattooing has evolved and he pondered on whether things like therapeutic tattooing or permanent makeup would be allowed in the PO zone if tattoo shops are prohibited. Certain types of licenses are required for permanent makeup that differ from a common tattoo shop. The Mayor and Council engaged in philosophical discussion of whether it is appropriate to prohibit tattoo and piercing shops in the PO zone; they concluded they are comfortable allowing tattooing and piercing if the activity is an accessory or incidental component of the business and such services are offered on a less than full time basis.

The Council concluded to continue consideration and discussion of the ordinance until the next business meeting given that the list of proposed edits provided by Council Member Cortney is significant, and staff needs time to thoroughly review them and incorporate them into the proposed ordinance document.

*Council Member Ron Campbell MOVED that City Council CONTINUE the ordinance amending the Professional Office zoning district regulations and standards.*

Council Member Smith asked that staff clarify the language surrounding flat roofs and building story limitations. Mr. Patterson stated that staff’s ordinance includes a 50 percent limitation on flat roofs, which is what the Planning Commission recommended. He offered an alternative to increase the percentage to 65 percent to align with the percentage pertaining to two-story buildings. Council Members Campbell, Cortney, and Smith stated they prefer no more than 50 percent of the buildings have flat roofs. Council Member Smith added language prohibiting natural landscaping is also important.

*Council Member Doug Cortney SECONDED the motion.*

*The vote was recorded as follows:*

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

*The motion carried 5:0*

**b. ACTION/PUBLIC HEARING: PO Zone Daycare Agreement Land Use (Legislative)**

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

The City Council will hold a public hearing to consider approving a legislative development agreement for a property in the Professional Office zone

City Attorney/Planning & Zoning Administrator Patterson explained that the applicant seeks approval of a development agreement entitling them to develop a daycare facility within the PO zone. The current PO zone and master plan (prior to proposed amendments discussed under the previous agenda item) does not permit the applicant’s desired building and site layout and requires a conditional use permit for the daycare. The Council discussed and indicated support for daycare development agreement during May 20,2025, meeting. Action on the development agreement is a legislative matter and should be considered and approved the same way as a

rezone as the agreement will override and supplement the base PO zoning designation. Mr. Patterson reviewed the site plan for the subject property as well as the terms of the proposed development agreement. The Planning Commission reviewed the application during their July 22 meeting and held a public hearing. One resident commented in favor of the agreement due to the reduced building height. The Planning Commission voted seven to zero to recommend approval of the agreement with the following three stipulations:

1. Vinyl fencing be a non-white, neutral color (beige)
2. Shake shingles be incorporated under eaves
3. Applicant present traffic circulation plan

Mr. Patterson noted items one and two have been incorporated into the agreement. Staff believes that the proposed development aligns with the intent of the PO zone and addresses many concerns raised by adjacent residents:

- Ensures only one building is built on site
- Limits height of building (21' to roof peak, 24' to tower peak, instead of 35')
- Keeps similar total mass of one planned building, but spreads it as a single-story rather than over three stories
- Proposed use is daycare, which is already authorized conditional use in zone, so no new/unauthorized uses
- Building has traditional residential design and materials

Mr. Patterson offered additional staff comments and recommendations; the City Engineer has supported moving the access further north to allow more vehicle queuing on Sunset Dr and did not want to restrict intersection movement. Parking meets minimum city requirements for use. Staff supports the proposed development agreement, and the Council could allow staff to be the Land Use Authority for the final site plan/architecture design so long as they conform to agreement plans. Staff recommends the Council hold a public hearing, give direction on any additional desired conditions, and approve the agreement.

There was brief discussion about the amount of traffic associated with the daycare project and whether it is necessary to include language in the development agreement requiring thoughtful traffic queuing.

Mayor Ostler invited input from the applicant.

Logan Johnson from Wright Development addressed the concerns regarding traffic queuing; he referenced the site plan and traffic circulation plan and clarified that the traffic circulation plan was only provided in response to a request from the Planning Commission; however, he does not anticipate that type of traffic flow and queuing will ever occur and the 13 parking stalls on-site will meet demands of the customer base.

Council Member Campbell asked if parents would simply pull up to the front of the building and drop their children off. Mr. Wright stated staff members will meet parents and children in front of the building to welcome them to the daycare each day; usually there are no more than two or three cars queuing at the drop-off location. If it is necessary for a parent to park and walk their child into the building, the on-site stalls can accommodate that need. Council Member Campbell stated it is important that vehicles queuing to drop off children not block the handicap parking stalls on the site. Mayor Ostler agreed and stated that if the intent is for most patrons to drive through and drop their child off, it would make more sense to eliminate the row of parking spaces directly in front of the building and make that area a drive through lane; this will eliminate blind spots when children are walking between vehicles and into the drive through lane. Council Member Smith agreed. Mr. Wright stated he understands that feedback, but the proposed design has worked effectively at other sites managed by the daycare company. Council Members Smith and Bills indicated they feel the traffic and parking plan is adequate; not all parents will arrive at the site at the exact same time each morning and evening. Council Member Campbell asked if the number of stalls can be reduced by one to dedicate a covered space or walkway specifically for drop-off. Mr. Wright stated he will take that back to the tenant and supported an amendment to the development agreement to reduce parking from 40 to 39 to designate

a drop-off area. Council Member Bills stated she is concerned about deviating from the parking requirements in the zoning ordinance; she supports the plan that has been created by the applicant and indicated they are familiar with this process, and their recommendation is appropriate.

Mr. Wright then addressed the Planning Commission's conditions of approval; his client prefers almond-colored vinyl fencing and his architect's vision for the shake shingles on the building differs slightly from the recommendation of the Planning Commission to place them on just a few of the eaves. His architect plans to install shake shingles on all of the eaves.

Mayor Kurt Ostler opened the public hearing at 7:46 p.m.

There was no public comment.

Mayor Kurt Ostler closed the public hearing at 7:47 p.m.

The Council then continued their discussion of parking for the site. The Mayor also polled the Council on Mr. Wright's comments on the fencing and shake shingles. They did not express opposition to an almond-colored fence or using shake shingles on all of the building eaves.

Mr. Patterson asked if the Council is comfortable designating staff as the land use authority for purposes of final review and approval of the site plan. Council Member Smith stated he is comfortable with staff serving as the land use authority because all requirements of the developer are included in the development agreement.

*Council Member Doug Cortney MOVED that City Council accept the findings and APPROVE the development agreement with WDG Highland, LLC including the provision allowing city staff to be the land use authority for site plan and architecture review and including an option to decrease one parking space if by doing so we have a direct pedestrian access.*

*Council Member Ron Campbell SECONDED the motion.*

Mr. Patterson stated that he will advise the applicant to review the parking area on the site plan and determine if they can still provide 40 parking stalls with a protected pedestrian access for drop-off/pick-up.

Mayor Ostler asked if the landscaping on the site exceeds the maximum required by ordinance. Mr. Pattersen stated he is unsure but can review that as well. The Mayor and Council indicated a willingness to reduce landscaping below the maximum percentage to achieve 40 parking spaces and a dedicated walkway.

*Council Member Cortney sought unanimous consent to withdraw his motion. The Council consented.*

Continued discussion among the Mayor, Council and Mr. Wright centered on an opportunity to adjust the landscaping on the site to preserve enough space for a pedestrian walkway from the drop-off location to the building. Mr. Wright stated he is committed to working with the tenant to address the concerns that have been expressed about the safety of children during drop-off/pick-up times and he asked for conditional approval of his application based on his willingness to examine site adjustment options to preserve the 40 parking spaces and also provide a wide enough pedestrian walkway. He stressed that his tenant values child safety greatly.

Mr. Patterson attempted to interpret the desires of the Council to Mr. Wright; he concluded they would like a walkway that vehicles cannot drive through, but that will connect from the drive aisle to the building entrance. The walkway should be five and six feet in width.

*Council Member Scott L. Smith MOVED that City Council accept the findings and APPROVE the development*

agreement with WDG Highland, LLC including the provision allowing the city staff to be the land use authority for site plan and architecture review, with the following stipulations that we provide a protected entryway to the building as a drop-off site which meets ADA requirements, and maintain 40 parking stalls.

Council Member Ron Campbell *SECONDED* the motion.

The vote was recorded as follows:

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

The motion carried 4:0

**c. ACTION: County Road Veterinary Clinic Site Plan and Architectural Approval Land Use (Administrative)**

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

The City Council will review a proposed site plan and building architecture, together with the Planning Commission's recommendation on these items, for a vet clinic located in the Wild Rose PD. The Council will issue a final decision.

City Attorney/Planning & Zoning Administrator Patterson explained the Wild Rose Planned Development, near Lone Peak High School, has a commercial district. The district consists entirely of one lot, which is located at 10272 N. North County Blvd, just south of the dental office. Under the Wild Rose PD, "professional, administrative, business, and medical offices" are permitted uses. Staff has interpreted this to include animal medical/veterinary offices. The Wild Rose PD has some development standards as part of the Wild Rose PD narrative and also incorporates certain C-1- zone development requirements. These requirements are summarized below. Ultimately, staff believes that, subject to some final comments and stipulations, the site plan and building architecture satisfy the applicable standards. The Planning Commission is the Recommending Body for both site plan and architecture review approvals, and the Commission recommended approval. The City Council is the Land Use Authority for these items. As this is an administrative review, the application is entitled to approval so long as it conforms or can be made to conform by way of conditions on approval to all City code requirements and standards, unless the Council, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application. Mr. Patterson reviewed the site plan and touched on building setbacks, fencing, on-site parking standards, fire access and safety, landscaping, and the required recreation area of a minimum of 4,181 square feet with covered seating areas. He also summarized the architecture and design requirements defined by the Wild Rose PD ordinance. He concluded staff believes the site plan and building design generally conform to City code and Wild Rose PD and recommends approval with one stipulation to correct few remaining issues detailed in review comment sheet dated July 15, 2025:

- Provide UDOT approval of access/utilities/ROW design
- Install gate valve on fire line so hydrant always remain operable
- Provide/retain fence on east side
- Remove private trail connection
- Correct cover for sewer lateral and meet TSSD requirements
- Provide sump so detention pond functions as per corrected storm drain report, recommended to provide headwall and spillway

The Council briefly discussed staff's recommendations and Mayor Ostler inquired as to the location of sewer connection on the site. Mr. Patterson deferred to the applicant to provide that specific detail.

Mayor Ostler invited input from the applicant.

Jeremy Draper, Reeves and Associates Engineers, stated the sewer connection will be along the pathway on the north side; it will be necessary to go under the trail to make the connection.

Council Member Campbell stated it appears the handicap parking stalls on the site plan are designed for left hand accessibility and he asked if that is compliant with the Americans with Disabilities Act (ADA); he is aware of many vehicles that have the handicap access from the passenger side. Mr. Draper stated that is correct; however, the current design was based upon a driver's point of view; if the driver is the person with the disability, it is important to have the access on the driver's side. The stalls are greater than eight feet in width so there is enough room on both sides of the vehicle to load from either side. Council Member Campbell stated he would prefer a stall with loading areas on both sides.

Council Member Smith referenced the location of the dumpster enclosure and asked if there will be a wall along the south side of the dumpster, to which Mr. Draper answered yes.

Mayor Ostler asked if there are regulations for the disposal of deceased animals. Mr. Draper answered yes and stated that a dead animal will never be placed in the trash. Mayor Ostler asked Mr. Draper if his client will finish the other half of the building. Mr. Draper answered yes; his client has several other clinics throughout the State, and their standard model is to complete the first half of the building up front and expand into the remaining space as they grow.

Mayor Ostler asked Mr. Patterson if the City will receive sales tax revenue from the business. Mr. Patterson stated there is no sales tax on the services provided by the clinic, but any product sales will be charged sales tax.

*Council Member Scott L. Smith MOVED that City Council accept the findings and APPROVE the County Road Veterinary Clinic site plan and building architecture subject to the one (1) following stipulation recommended by city staff. 1. The corrections and comments provided in the staff review comment sheet, dated July 15, 2025, be addressed and corrected to the city engineer's approval prior to construction.*

*Council Member Doug Cortney SECONDED the motion.*

*The vote was recorded as follows:*

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

*The motion carried 4:0*

#### **4. EXPEDITED ITEMS**

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

- a. ACTION: Sewer Slip Lining Project Change Order #1** *General City Management*  
*Chris Trusty, City Engineer/Public Works Director*

The City Council will consider the approval of a change order for the City's annual sewer slip lining project.

City Engineer/Public Works Director Trusty stated that on March 3, 2025 Phase 1 of the project was awarded to Insituform and has recently been completed. At the time of the Phase 1 bids, City staff elected to bid on the remaining portions of the sewer line over the course of the next four years. This was done to check current pricing in the hopes of potentially bundling some projects and/or obtaining pricing now for future phases. Based on the future year bids and staff members' positive experience working with Insituform, on June 17, 2025, Council approved a bid award to Insituform for the Sewer Slip Lining project Phase 2 in the amount of \$262,897.80. As a communication item at the July 15 City Council meeting, staff discussed the opportunity to use savings from the project's Phase 1 to increase the Phase 2 portion of the project. Council indicated tentative approval for this. The current proposal is to adjust the Fiscal Year (FY) 2025-2026 budget based upon the following:

- Increases phase 2 from 5,137 linear feet to 8,339;
- Price increase for pumping and traffic control;
- Reduce number of top hats from 16 to 7;
- Reduce to 5% contingency;
- Increase of \$78,418.35;
- Total Phase 2: \$341,316.20

Council Member Cortney asked if an additional change order will be needed if the expectations communicated tonight are incorrect and more top hats are needed. Mr. Trusty answered yes; he will come back to the Council if that is the case and increased costs exceed the contingency amount.

*Council Member Scott L. Smith MOVED that City Council approve the change order for the Sewer Slip Lining Project with Insituform in the amount of \$78,418.35, bringing the total cost for Phase 2 of the project to \$341,316.20.*

*Council Member Ron Campbell SECONDED the motion.*

*The vote was recorded as follows:*

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

*The motion carried 4:0*

**b. RESOLUTION: Interlocal Cooperation Agreement with Utah County for the Community Development Block Grant (CDBG) Program** *General City Management*

*Erin Wells, City Administrator*

The City Council will consider entering into an interlocal agreement with Utah County to allow the City to apply for CDBG funds.

City Administrator Wells noted that this topic was discussed in detail by the Council and representatives of Mountainland Area of Governments (MAG) Community Development Block Grant (CDBG) program administrators. She expressed willingness to review the background information if the Council needs a reminder of the issue. The Council indicated they did not need additional information and proceeded to a motion.

*Council Member Ron Campbell MOVED that City Council approve the Resolution entering into the Interlocal Agreement with Utah County relating to the conduct of the Community Development Block Grant Program.*

*Council Member Doug Cortney SECONDED the motion.*

*The vote was recorded as follows:*

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

*The motion carried 4:0*

## **5. COMMUNICATION ITEMS**

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

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

Assistant City Administrator/Community Development Director Baughman and members of City staff used the aid of a PowerPoint presentation to review the draft questions for the 2025 residents survey.

The Mayor and Council engaged in discussion of the implications of each of the questions and provided staff with feedback and direction regarding appropriate adjustments to make to the draft questions before sending the survey to the residents of the City.

*Council Member Doug Cortney MOVED to adjourn at 9:02 p.m.*

*Council Member Brittney P. Bills SECONDED the motion.*

*The vote was recorded as follows:*

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

*The motion failed 3:1*

*Council Member Doug Cortney MOVED to extend the meeting to 9:30 p.m.*

Staff reminded the Council that a closed session is needed this evening; if the meeting is automatically adjourned at 9:30 p.m., it will not be possible to convene in a closed session.

*There was no SECOND. The motion failed.*

*Council Member Scott L. Smith MOVED to extend the public portion of the meeting until 9:30 p.m. and then move into a closed meeting to talk about property and litigation.*

*Council Member Doug Cortney SECONDED the motion.*

City Attorney Patterson recommended the Council consider an additional motion at the end of the business meeting to adjourn into a closed session.

*The vote was recorded as follows:*

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

*The motion carried 3:1*

**b. Council Meeting Start Time Review** *Kurt Ostler, Mayor*

Mayor Ostler announced that since moving meeting start times to 6:00 p.m., meetings have lasted an average of 40 minutes longer, but all agenda items have been addressed. The intent of this agenda item was to evaluate the pros and cons of starting the meeting at 6:00 p.m. Some considerations that have been discussed by City Administration in an effort to shorten meetings include moving items to the consent agenda that have had previous discussion and approval, such as items in the budget; limiting engagement with the public over the dais; and restricting discussion when a communication item is informational in nature. The Council and staff discussed some difficulties associated with starting meetings at 6:00 p.m. and concluded no change is needed at this time, but it is an issue to be thinking of for future discussion.

**c. Election Update** *Stephannie Cottle, City Recorder*

City Recorder Cottle stated today was the deadline for submittal of the first financial disclosure for election candidates. All disclosures were submitted on time. The Primary Election will be next Tuesday and a vote center will be open at City Hall from 7:00 a.m. to 8:00 p.m. that day. Anyone in line to cast a ballot by 8:00 p.m. will be allowed to vote.

**d. Update on Sprinkler and Park Maintenance** *Chris Trusty, City Engineer/Public Works Director*

City Engineer/Public Works Director Trusty provided the Mayor and Council with an update on sprinkler and park maintenance; since the Council's last discussion of the matter, staff has painted grass at the town center and Highland Park prior to the Highland Fling. Additionally, irrigation systems have been maintained and repaired to help to improve watering of other open spaces in the City, and he presented pictures of the improvements that have resulted. The Mayor and Council thanked Mr. Trusty and his team for their response to concerns that have been expressed about brown grass.

**e. Community Development Update** [\(Current Projects List\)](#) *Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator*

Assistant City Administrator/Community Development Director Patterson referred to the current projects list. He also reminded the Council of the next General Plan meeting scheduled for Wednesday, August 13 at 6:00 p.m.

**f. Hanover Way Sewer Repair Update** *Chris Trusty – City Engineer/ Public Works Director*

City Engineer/Public Works Director Trusty presented a map of the Hanover Way sewer repair project location; the project was needed in order to repair some settling and failure of a circle catch basin. He presented pictures that were taken of the inside of the storm drain line and reported the project contractor has given additional

pricing to correct the issues while working at this site. The initial project cost was \$98,000 and the cost increase is \$18,000. This is something that needs to be completed while the road is open. City Administrator Wells noted staff is seeking tentative approval of the budget adjustment tonight in order to move forward with the project; a formal budget amendment will be brought before the Council at their next business meeting. The Council offered their support for proceeding with the needed repairs.

## 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.

*At 9:32 pm Council Member Scott L. Smith MOVED that the City Council recess the regular meeting to convene in a closed meeting in the Executive Conference Room to discuss pending or reasonably imminent litigation and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205.*

*Council Member Brittney P. Bills SECONDED the motion.*

*The vote was recorded as follows:*

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

*The motion carried 4:0*

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

*The CLOSED MEETING adjourned at 10:04 pm.*

## ADJOURNMENT

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

*The meeting adjourned at 10:04 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 August 5, 2025. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC  
City Recorder



# CITY COUNCIL AGENDA REPORT

## ITEM #4a

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**DATE:** October 7, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Jay Baughman, Assistant City Administrator/Community Development Director  
**SUBJECT:** Grass Field Use Policy  
**TYPE:** General City Management

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### **PURPOSE:**

The City Council will discuss the edits to the Field Use Policy presented in the packet and consider adopting the updated policy document.

### **STAFF RECOMMENDATION:**

Staff recommends reviewing the policy and discussing edits and updates to match current administrative practices as well as changes to the number and types of city parks in light of previous direction from the Council and the removal of the open space fee and other changes. If Council feels staff has addressed the Council's direction, staff recommends adoption of the drafted policy.

### **PRIOR COUNCIL DIRECTION:**

In 2017, the City Council categorized the grass fields at the city parks into four (4) categories based on the size of the field, the availability of permanent restrooms, and the availability of parking at the facility.

On April 15, 2025, the Council revisited the Grass Field Reservation Policy as a discussion item. Direction from the Council at that meeting is summarized as follows:

- To simplify the reservation process, remove the fee for non-profit/for-profit designation and the resident/non-resident designation, and set a standard reservation rate.
- Rental fees should be raised to be competitive with surrounding cities and properly cover the cost to the city and wear and tear on the fields.
- Only fields with bathrooms and parking lots can be scheduled for games.
- Only fields that are not near homes can bring in a temporary restroom (porta-potty) to meet the bathroom requirement. Temporary restrooms may not be left long-term at a park.
- Any field without bathrooms and parking lots can be open for practices, but not games on a first-come first-serve basis.
- Do not restrict rentals based on age limits: let teams self-select what works for them.

### **BACKGROUND:**

Since the Highland City Field Use Policy was adopted in 2017, several changes have occurred in how our city parks are reserved and managed. We have added one new park with fields (Highland Family Park), installed permanent bathrooms at Beacon Hills Park, and eliminated the open space fee, which

has made many parks more accessible to all Highland residents.

In April, staff and the City Council discussed needed updates to the policy. In August, the Council adopted a Baseball Field Rental and Use Policy along with updated rental fees. This new policy works in tandem with the Baseball Field Use Policy to govern all field rentals and usage in Highland.

The updated Grass Field Use Policy included in this packet reflects both April's Council direction and the practices outlined in the Baseball Field Policy. Key changes include:

- Users are directed to the Baseball Field Use Policy or City Facility Policy for facilities that have their own policies.
- References to baseball field use have been removed.
- Age-based field categories have been eliminated.
- Fields are now categorized as either:
  - Community Fields: large enough to host games and equipped (or able to be equipped) with proper restrooms and parking.
  - Neighborhood Parks: suitable for practices and casual use, but not permitted for games.
- Bathroom requirements and guidelines for games and practices have been clarified.
- Fees have been updated:
  - \$20 per hour for practice
  - \$35 per hour for games
- Reservation and deposit procedures now align with the City Facility Rental Policy adopted in January 2024.
- Insurance requirements have been removed, per Council direction during adoption of the Baseball Field Use Policy.
- Reservations are now posted online only, rather than at the fields.

Finally, it is proposed that Highland City Code §12.24.070 (“Organized Play on City Parks”) be repealed, with the updated policy serving as the governing document for park and field use.

**FISCAL IMPACT:**

Fees for grass field rentals for games and practices have each been raised by \$5, which is the amount that the Council raised for baseball field rentals in August. How this impacts the City budget will be based on renters' reaction to the increase.

**MOTION:**

I move that City Council approve the Resolution Adopting Fee Schedule Changes for Fiscal Year 2025-2026 and Adopting the Highland City Grass Field Use Policy and the Ordinance Repealing City Code Section 12.24.070 Organized Play on City Parks.

**ATTACHMENTS:**

1. Field Use Ordinance
2. Field Use Resolution
3. Grass Field Fee Schedule Update - Redlined
4. Grass Field Fee Schedule Update - Clean
5. Field Policy Revised - Clean
6. Field Policy Revised - Redlined

**ORDINANCE NO. O-2025-XX**

**AN ORDINANCE REPEALING CITY CODE SECTION 12.24.070 ORGANIZED PLAY ON CITY PARKS**

WHEREAS, Highland City has previously adopted regulations governing the organized play on city parks in its Municipal Code;

WHEREAS, Highland City desires to have the use of its fields governed in policy documents;

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

SECTION 1. Repeal Highland Municipal Code section 12.24.070 Organized Play On City Parks. Organized play at city parks will now be governed by the following policy documents:

- a. Highland City Baseball Field Use Policy
- b. Highland City Grass Field Use Policy

SECTION 2. The City Recorder, under the supervision of the City Administrator and City Attorney, may make non-substantive corrections to any portion of this ordinance and to the City codes referenced herein for grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council.

SECTION 3. All ordinances and parts and provisions thereof in conflict with this ordinance are repealed to the extent of such conflict.

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 6th day of October, 2025.

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Kurt Ostler  
Mayor

ATTESTED:

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Stephannie Cottle  
City Recorder

**RESOLUTION NO: R-2025-**

**A RESOLUTION OF THE HIGHLAND CITY COUNCIL, HIGHLAND CITY, UTAH  
ADOPTING FEE SCHEDULE CHANGES FOR FISCAL YEAR 2025-2026 AND ADOPTING  
THE HIGHLAND CITY BASEBALL FIELD USE POLICY**

**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 grass field rentals; and

**WHEREAS**, the Highland City Council wishes to ensure equitable access, preserve field quality, promote safety, and foster a positive experience for all users; and

**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 grass fields:

\$20 Hourly – Practice

\$35 Hourly – Game

Non-profit rates are eliminated.

2. Adopt the Highland City Grass Field Use Policy
3. The City Recorder, under the supervision of the City Administrator and City Attorney, may make non-substantive corrections to any portion of this resolution and to the City codes referenced herein for grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council.
4. This resolution shall take effect on November 1, 2025.

**PASSED and ADOPTED** by Highland City Council this 7<sup>th</sup> day of October 2025.

HIGHLAND CITY, UTAH

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Kurt Ostler, Mayor

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Stephannie Cottle, City Recorder

<b>Grass Fields</b>  Beacon Hills Upper & Lower, Canterbury PI, Heritage Park, Highland Family Park, Lone Peak East & West, Mitchell Hollow, <u>and</u> Town Center <u>Meadows</u> , <u>and</u> <u>Wimbleton South</u>	<del>Cedar Hills City Recreation League</del>	<del>\$2.00 per Highland Resident per Sports Season</del>	
	Other Governmental Agencies	\$5.00 per hour	
	<del>All Entities For-Profit Entities</del>	<del>Competitions or Clinics Games</del>	<del>\$3035.00 per hour</del>
		Day Rental	\$225.00
	Practices	\$1520.00 per hour	
<b>Miscellaneous Field Fees</b>	Portable Toilet Maintenance	Divided Equally Between the City and the Renting Organization	
	Refundable Deposit	\$150.00	

<b>Grass Fields</b>  Beacon Hills Upper & Lower, Heritage Park, Highland Family Park, Lone Peak East & West, Mitchell Hollow, and Town Center Meadows,	Other Governmental Agencies		\$5.00 per hour
	All Entities	Games	\$35.00 per hour
		Day Rental	\$225.00
		Practices	\$20.00 per hour
<b>Miscellaneous Field Fees</b>	Portable Toilet Maintenance		Divided Equally Between the City and the Renting Organization
	Refundable Deposit		\$150.00



## HIGHLAND CITY

# HIGHLAND CITY GRASS FIELD USE POLICY

## POLICY

Highland City (“City”) supports making Fields in City Parks (“Field”) available for sports use and non-sports use as set forth below. Organized play is defined as teams or clubs that are practicing for or competing in sports league play. All organized play groups must obtain a reservation to use a field. Unorganized groups (such as a family reunion or neighborhood activity) who want to reserve a field will follow the same reservation process as outlined below, but will not be subject to any fees.

Baseball Field rental and use are outlined in the Highland City Baseball Field Use Policy.

City Facility rental and use, such as the Community Center, are outlined in the Facility Rental Policy.

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.

## USE PRIORITY

### Classification of Use Types

- a. **Priority One:** Highland City-Wide Activities.
- b. **Priority Two:** Cedar Hills City Recreation League, per agreement with Cedar Hills City.
- c. **Priority Three:** Unorganized resident groups
- d. **Priority Four:** Other governmental agencies, including cities, counties, the State of Utah, regional governments, school districts, and other similar organizations.
- e. **Priority Five:** Non-profit entities

- f. **Priority Six:** For-profit entities & unorganized non-resident groups.

## **USE PRIORITY POLICY**

Field maintenance by City staff shall have priority over scheduled uses. This includes mowing, sprinkler repair, etc. Mowing times shall be scheduled so that 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.

Priority One meetings shall have priority over all other uses. If there is a scheduling conflict, Priority One meetings will have priority. Any other event will be cancelled or rescheduled to accommodate the Priority One meeting. In the event of a conflict, the Rental Supervisor shall contact the group or individual whose event conflicts with the Priority One event as soon as possible and attempt to reschedule the conflicting event.

In cases of determining priority, consideration will also be given to groups who have a history of using the field.

## **GRASS FIELD DESIGNATIONS**

### **1. Community Field**

Grass Fields are designated based on available parking and field size. Only fields with bathrooms and parking lots can be scheduled for games.

- a. Beacon Hills Lower
- b. Beacon Hills Upper
- c. Heritage Park
- d. Lone Peak East
- e. Mitchell Hollow
- f. Town Center Meadows
- g. Highland Family Park

### **2. Neighborhood Park**

All other parks that are not otherwise classified. Suitable only for practice and not subject to reservation; fields are first come first served.

- a. Apple Blossom
- b. Argo Circle
- c. Canterbury Circle
- d. Canterbury North
- e. Canterbury South
- f. Dry Creek East
- g. Dry Creek West
- h. Highland Hills

- i. Merlin Larson Park
- j. Spring Creek Park
- k. View Pointe Parks
- l. Twin Bridges
- m. Wild Rose/Highland Trails Park
- n. Wimbledon North
- o. Wimbledon South
- p. Windsor Meadows Park

All Fields shall be unavailable for reservations on Sundays, to allow time for the grass to recover from use.

### **DISC GOLF COURSE DESIGNATIONS**

Beacon Hills Disc Golf Course is available for reservations for tournaments only. Overlapping reservations of Beacon Hills Disc Golf Course with either Beacon Hills Upper or Lower Fields are not allowed.

### **RESERVATION PROCEDURES**

#### **1. Application**

Any authorized group wishing to reserve a Field shall contact the Rental Supervisor in advance of the proposed reservation date and complete a reservation application form. Reservation requests must be made at least five business days in advance.

Reservations will be accepted based on the following timeline:

- December 1 for reservations through May 31
- March 1 for reservations through July 31
- May 1 for reservations through October 31

#### **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. Posting of Reservations**

Once a reservation is finalized, the reservation shall be posted on the City's website.

### **FEE SCHEDULE**

No fee is assessed to the City for its own use of the fields. The following fees apply only to reservations of Community Fields. No fees shall be assessed for Neighborhood Park use or Field Use Policy Updated October 2025

unorganized groups.

### 1. Rental Fees

Please Refer to the Highland City Fee Schedule for rental fee amounts.

### 2. Portable Toilet Requirements and Maintenance Cost

- a. Billed monthly and divided equally among the City and the organizations renting the field where a portable toilet is required. Any reservation of a field without a dedicated restroom requires the rental of a portable restroom.
- b. The following fields DO NOT have dedicated restrooms but are eligible for temporary restrooms: Lone Peak East, Lone Peak West, and Town Center.
- c. Only fields with bathrooms and parking lots can be scheduled for games.
- d. Only fields that are not near homes can bring in a temporary restroom to meet the bathroom requirement.
- e. Unless otherwise allowed by the City Administrator, temporary restrooms may not be left at a field for longer than the duration of the intended use.
- f. Fields without bathrooms and parking lots are open for practices only.

### 3. Payment of Fees and Deposits

A Security Deposit and any applicable fees are required within five (5) business days following approval. If not received, the approval is withdrawn, and the reserving party loses their confirmed reservation. Alternate payment arrangements may be made on a month by month basis if the reservations last for more than one month.

- a. Security Deposit: The use of the field will require a security deposit in an amount stated in the Highland City Fee Schedule. The deposit may be secured as outlined below.
  - i. Credit Card on File  
A valid credit card may be kept on file in lieu of providing a security deposit. Any credit card information kept on file shall be taken through the City's approved reservation software. Highland City does not store credit card information but utilizes a secure third-party site.
  - ii. Deposits paid via cash or check  
After an inspection, if there is no damage or added maintenance costs as a result of the rental, the deposit amount is refunded. Deposit check refunds shall be mailed within 14 days of the Rental Supervisor's approval of the post-event condition of the property.  
Renters are encouraged to document any pre-existing damage to city fields and facilities and submit photos to the Rental Supervisor *prior* to use.

Final fees due will be calculated based on actual hours used. Renters will not be charged for hours that were unused due to inclement weather.

Fees may be waived or adjusted based on exchange for Field maintenance or repair. Fee adjustments must be documented through a Memorandum of Understanding or Contract approved by the City Administrator. The Rental Supervisor shall not otherwise waive fees for use of the premises.

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.

## **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.

## **USE REGULATION**

1. No unauthorized vehicles allowed on grass area or trails. Use parking lots only.
  2. No smoking including vaping or alcoholic beverages are allowed.
  3. Do not dump anything on the grass except water.
  4. Please vacate the area when your reservation time is up. Groups should allow for set-up and clean-up time during their rental block.
  5. Do not tamper with sprinkler systems, fountains, taps, circuit breakers, light plugs or restroom fixtures.
  6. 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.
  7. Reservations may be cancelled on-site due to failure to follow the Park Reservation Rules. Future reservations may also be put in jeopardy.
  8. Gambling in any form is prohibited.
  9. It is the responsibility of the individual or group using the Field to clean up area used.
  10. Field Reservation Hours are 7:00 a.m. – 8:00 p.m.
  11. Fields are able to be reserved March 1 – October 31 each year.
  12. Organizations may leave goals or other equipment at the Field understanding that they
- Field Use Policy Updated October 2025

take full responsibility for any damage or injury that may result. If goals are left, organizations are required to lock them up and move them to a location that is out of the way of general play.

13. Organizations that consistently use the same Fields for practice must rotate their practice pattern to allow for grass recovery and avoid creating ruts in the Fields.
14. As playing on wet Fields causes damage over and above normal use, Field usage during heavy rain or recently after a heavy rainstorm is prohibited.

#### **USE POLICY SUBJECT TO CHANGE**

Any other rules or regulations pertinent to the effective and efficient operation and preservation of Fields will be established as necessary by City Staff and enforced by the City Administrator, Mayor, or designee.

The City reserves the right to amend and terminate the Use Policy, related rules, fees, and deposits at any time when deemed necessary or desirable by the City.



HIGHLAND CITY

## HIGHLAND CITY GRASS FIELD USE POLICY

### POLICY

~~This policy is based on Highland City Municipal Code 12.24.070 – Organized Play in City Parks and the City Fee Schedule.~~

Highland City (“City”) supports making Fields in City Parks (“Field”) available for sports use and non-sports use as set forth below. Organized play is defined as teams or clubs who are practicing for or competing in sports league play. All organized play groups must obtain a reservation to use a Field. Unorganized groups (such as a family reunion or neighborhood activity) who want to reserve a Field will follow the same reservation process as outlined below, but will not be subject to any fees ~~or required to provide liability insurance.~~

Baseball Field rental and use are outlined in the Highland City Baseball Field Use Policy.

City Facility rental and use, such as the Community Center, are outlined in the Facility Rental Policy.

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.

### USE PRIORITY

#### 1. Classification of Use Types

- a. **Priority One:** Highland City Wide Activities.
- b. **Priority Two:** Cedar Hills City Recreation League per agreement with Cedar Hills City.
- c. **Priority Three:** Unorganized resident groups
- d. **Priority Four:** Other governmental agencies, including cities, counties, the Field Use Policy updated ~~April~~

State of Utah, regional governments, school districts and other similar organizations.

- e. **Priority Five:** Non-profit entities
- f. **Priority Six:** For-profit entities & unorganized non-resident groups. Use Priority Policy

Field 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.

Priority One meetings shall have priority over all other uses. If there is a scheduling conflict, Priority One meetings will have priority. Any other event will be cancelled or rescheduled to accommodate the Priority One meeting. In the event of a conflict, the Rental Supervisor shall contact the group or individual whose event conflicts with the Priority One event as soon as possible and attempt to reschedule the conflicting event.

In cases of determining priority, consideration will also be given to groups who have a history of using the Field.

~~For baseball Fields, Minor League reservations take priority over t-ball and coach's pitch teams.~~

## GRASS FIELD DESIGNATIONS

~~Grass Fields are designated based on available parking and field size.~~

### 1. Community Field

Grass Fields are designated based on available parking and field size. Only fields with bathrooms and parking lots can be scheduled for games.

#### 1.2. I—Practices and games for all ages allowed

- a. Beacon Hills Lower
- b. Beacon Hills Upper
- c. Heritage Park
- e.d. Lone Peak East
- d. ~~Lone Peak West~~
- e. Mitchell Hollow
- f. Wimbleton South Town Center Meadows
- f.g. Highland Family Park

### ~~2. Community Field II—Practices for all ages allowed~~

- a. ~~Beacon Hills Lower~~
- b. ~~Beacon Hills Upper~~
- c. ~~Canterbury PI~~
- d. ~~Lone Peak East~~

Field Use Policy updated ~~April~~

- e. ~~Lone Peak West~~
- f. ~~Heritage Park~~
- g. ~~Mitchell Hollow~~
- h. ~~Wimbledon South~~

3. ~~Community Field III—Practices for 12-year olds and younger allowed~~

- a. ~~Town Center~~

4.3. ~~Neighborhood Park—Practices allowed depending on intended use.~~

- a. ~~All other parks not otherwise classified. Suitable only for practice and not subject to reservation; fields are first come, first served.~~
- b. ~~Usage of Field must be appropriate for a neighborhood park given the size and amenities available. The Rental Supervisor will use the following guidelines when deciding whether a reservation request is appropriate for neighborhood parks. Some exceptions may be made.~~
  - i. ~~Use should be limited to 4 or less hours per week with daily use being 2 hours or less.~~
  - ii. ~~Only practices are allowed, no games, clinics, etc.~~
  - iii. ~~Team should be part of a recreation league not a competitive or super-league.~~
  - iv. ~~Team participants should be 10 years old and younger.~~
    - i. ~~Some members of the team should live within walking distance limiting the need for a large number of transporting vehicles.~~

- a. Apple Blossom
- b. Argo Circle
- c. Canterbury Circle
- d. Canterbury North
- e. Canterbury South
- f. Dry Creek East
- g. Dry Creek West
- h. Highland Hills
- i. Merlin Larson Park
- j. Spring Creek Park
- k. View Pointe Parks
- l. Twin Bridges
- m. Wild Rose/Highland Trails Park
- n. Wimbledon North
- o. Wimbledon South
- p. Windsor Meadows Park

v.

All Fields shall be unavailable for reservations ~~one day per week, typically on~~ Sundays, so as to allow time for the grass to recover from use.

**~~BASEBALL FIELDS~~**

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

Field Use Policy updated ~~April~~

- ~~1. Community Field I – Practices and games for 12 year olds and younger allowed  
a. Mitchell Hollow~~
- ~~2. Community Field II – Practices and games for 10 year olds and younger allowed  
a. Heritage Park~~

~~All Fields shall be unavailable for reservations one day per week, typically Sundays, so as to allow time for the grass to recover from use.~~

## **DISC GOLF COURSE DESIGNATIONS**

Beacon Hills Disc Golf Course is available for reservations of for tournaments only. Overlapping reservations of Beacon Hills Disc Golf Course with either Beacon Hills Upper or Lower Fields are not allowed.

## **RESERVATION PROCEDURES**

### 1. Application

Any authorized group wishing to reserve a Field shall contact the Rental Supervisor in advance of the proposed reservation date and complete a reservation application form. Reservation requests must be made at least five business days in advance. Reservations will be accepted based on the following timeline:

- December 1 for reservations through May 31
- March 1 for reservations through July 31
- May 1 for reservations through October 31

### 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.

If reservation payment is not received, the approval is withdrawn and the reserving party loses their confirmed reserva

### 3. Posting of Reservations

Once a reservation is finalized, the reservation shall be posted on the City's website.

## **FEE SCHEDULE**

No fee is assessed to the City for its own use of the Fields. The following fees apply only to reservations of Community Fields. No fees shall be assessed for Neighborhood Park use or unorganized groups.

### **1. Rental Fees**

Please refer to the Highland City Fee Schedule for rental fee amounts.

- ~~a. Cedar Hills City Recreation League – \$2 per Highland resident per sports season~~

Field Use Policy updated ~~April~~

- ~~b. Other governmental agencies – \$5 per hour for any use~~
- ~~c. on-profit entities~~
  - ~~i. \$5 per hour for practices~~
  - ~~ii. \$10 per hour for competition or clinics~~
  - ~~iii. \$75 day rental of Baseball Fields or Disc Golf Course~~
- ~~d. For-profit entities~~
  - ~~i. \$15 per hour for practices~~
  - ~~ii. \$30 per hour for competition or clinics~~
  - ~~iii. \$225 day rental of Baseball Fields or Disc Golf Course~~

## 2. Portable Toilet Requirements and Maintenance Cost

- a. Billed monthly and divided equally among the City and the organizations renting the Field where a portable toilet is required. Any reservation of a Field without a dedicated restroom ~~for longer than two hours~~ requires the rental of a portable restroom.
- b. The following fields DO NOT have dedicated restrooms ~~but are eligible for temporary restrooms~~: ~~Beacon Hills Upper, Beacon Hills Lower, Beacon Hills Disc Golf, Lone Peak East, Lone Peak West, Wimbleton South, Canterbury Pl, and Town Center.~~
- c. Only fields with bathrooms and parking lots can be scheduled for games.
- d. Only fields that are not near homes can bring in a temporary restroom to meet the bathroom requirement.
- e. Unless otherwise allowed by the City Administrator, temporary restrooms may not be left at a field for longer than the duration of the intended use.
- a.f. Fields without bathrooms and parking lots are open for practices only.

## ~~3. Baseball Field Marking Fee – \$25 per field per requested preparation~~

### 3. Payment of Fees and Deposits

A Security Deposit and any applicable fees are required within five (5) business days following approval. If not received, the approval is withdrawn and the reserving party loses their confirmed reservation. Alternate payment arrangements may be made on a month by month basis if the reservations last for more than one month.

- a. Security Deposit: The use of the field will require a security deposit in an amount stated in the Highland City Fee Schedule. The Deposit may be secured as outlined below.
  - i. Credit Card on File  
A valid credit card may be kept on file in lieu of providing a security deposit. Any credit card information kept on file shall be taken through the City’s approved reservation software. Highland City does not store credit card information but utilizes a secure third-party site.
  - ii. Deposits paid via cash or check  
After an inspection if there is no damage or added maintenance costs as a result of the rental, the deposit amount is refunded. Deposit check refunds

shall be mailed within 14 days of the Rental Supervisor's approval of the post-event condition of the property.  
Renters are encouraged to document any pre-existing damage to city fields and facilities and submit photos to the Rental Supervisor *prior* to use.

#### ~~4. Deposits~~

- ~~a. Refundable Deposit - \$150~~
- ~~b. Deposit checks are held and not cashed unless there is damage or added costs as a result of the rental. The party renting the Field at the time damage was incurred must pay the total costs of such repairs.~~
- ~~c. The deposit, if any remains, shall be shredded (or mailed to the applicant if a self-addressed and stamped envelope is provided) within 14 days of the Rental Supervisor's approval of the post-event condition of the Field.~~

Final fees due will be calculated based on actual hours used. ~~Renters Organizations~~ will not be charged for hours that were unused due to inclement weather.

Fees may be waived or adjusted based on exchange for Field maintenance or repair. Fee adjustments must be documented through a Memorandum of Understanding or Contract approved by the City Administrator. The Rental Supervisor shall not otherwise waive fees for use of the premises.

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.

#### **INSURANCE**

~~Organized groups who reserve a Community Field must supply Highland City with a certificate of general liability insurance listing Highland City as an additional insured. The aggregate amount must equal \$3 million and the per-occurrence amount must equal \$1 million. There is no insurance requirement for those who reserve a Neighborhood Park or for unorganized groups.~~

#### **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.

#### **RESERVATION PROCEDURES**

##### ~~1. Application~~

~~Any authorized group wishing to reserve a Field shall contact the Rental Supervisor in advance of the proposed reservation date and complete a reservation application form. Reservation requests must be made at least five business days in advance.~~

Field Use Policy updated ~~April~~

Reservations will be accepted based on the following timeline:

- ~~December 1 for reservations through May 31~~
- ~~March 1 for reservations through July 31~~
- ~~May 1 for reservations through October 31~~

## ~~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 to 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 physically posted at the Field as well as on the City's website.~~

## USE REGULATION

1. No unauthorized vehicles allowed on grass area or trails. Use parking lots only.
2. No smoking including vaping or alcoholic beverages are allowed.
3. Do not dump anything on the grass except water.
4. Please vacate the area when your reservation time is up. Groups should allow for set-up and clean-up time during their rental block.
5. Do not tamper with sprinkler systems, fountains, taps, circuit breakers, light plugs or restroom fixtures.
6. 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.
7. Reservations may be cancelled on-site due to failure to follow the Park Reservation Rules. Future reservations may also be put in jeopardy.
8. Gambling in any form is prohibited.
9. It is the responsibility of the individual or group using the Field to clean up area used.
10. Field Reservation Hours are 7:00 a.m. - 8:00 p.m.
11. Fields are able to be reserved March 1 - October 31 each year.
12. Organizations may leave goals or other equipment at the Field understanding that they take full responsibility for any damage or injury that may result. If goals are left, organizations are required to lock them up and move them to a location that is out of the way of general play.
13. Organizations that consistently use the same Fields for practice must rotate their practice pattern to allow for grass recovery and avoid creating ruts in the Fields.
14. As playing on wet Fields causes damage over and above normal use, Field usage during heavy rain or recently after a heavy ~~rain-storm~~rainstorm is prohibited.

## USE POLICY SUBJECT TO CHANGE

~~Any other~~ rules or regulations pertinent to the effective and efficient operation and preservation of Fields will be established as necessary by City Staff and enforced by the Field Use Policy updated ~~April~~

City Administrator, Mayor, or designee.

The City reserves the right to amend and terminate the Use Policy, related rules, fees, and deposits at any time when deemed necessary or desirable by the City.



# CITY COUNCIL AGENDA REPORT

## ITEM #5a

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**DATE:** October 7, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Chris Trusty, City Engineer/Public Works Director  
**SUBJECT:** 10400 North 6000 West Intersection Design Award  
**TYPE:** General City Management

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### **PURPOSE:**

The City Council will consider a design award to Cross Engineering in the amount of \$28,100 for the design of the 6000 West and 10400 South intersection improvements, which include curb and gutter and sidewalk.

### **STAFF RECOMMENDATION:**

Staff recommends to award the design bid to Cross Engineering for the design of the 6000 West and 10400 South intersection improvements.

### **PRIOR COUNCIL DIRECTION:**

On June 17, 2025, Council approved the city budget which included \$430,000 in GL 41-40-70 Capital Road Projects, of which \$130,000 had been allocated for this project. On July 15, 2025, City Council approved an Interlocal Agreement with Utah County for a \$1,000,000 grant for the street improvement portions of this project.

### **BACKGROUND:**

The 10400 North 6000 West project will improve a previously unimproved section of roadway. It consists of installing approximately 1,650 feet of curb and gutter and asphalt along the north side of 10400 North from 5788 West to 6000 West and on the east side of 6000 West from 10400 North to 10485 North. It will also include installing storm inlets and sumps to provide necessary storm water collection. This will tie the curb and gutter into the existing curb and gutter along both streets. The approximate cost for this project is \$750,000.

Highland City received a grant through Utah County for \$1,000,000 to be used to partially fund this project. Unfortunately, the grant funds can only be used for street improvements and cannot be used to install sidewalks along 6000 West. However, the approved FY2025-2026 City budget did include \$430,000 for improvements along 10400 North and 6000 West which, because of the grant, could then be used to fund the sidewalk portion of this project. Additionally, any City funds that are reimbursed for the 6800 West project could also be put toward pedestrian improvements.

Staff has solicited proposals from qualified engineering firms to provide design services for this project. The city received three bids as listed below:

- Cross Engineering: \$28,100.00

- Consor Engineer: \$37,089.92
- RB&G: \$55,150.00

**FISCAL IMPACT:**

The cost of this project is \$28,100. Funding for this expense is included in GL 41-40-70 Capital Road Projects within the FY26 budget.

**MOTION:**

I move that City Council award the design bid to Cross Engineering in the amount of \$28,100 for the 10400 North 6000 West Intersection improvement project.

**ATTACHMENTS:**

1. Request for Proposals
2. Cross Engineering Services Proposal



## **HIGHLAND CITY**

### **REQUEST FOR PROPOSALS**

To provide

**ENGINEERING SERVICES**

For the

**10400 NORTH 6000 WEST INTERSECTION  
SURVEY AND DESIGN**

#### **SCOPE OF SERVICES**

#### **Background**

Highland City has recently acquired property on the northeast corner of 10400 North and 6000 West and as this intersection does not have existing curb and gutter or sidewalk, the City desires to make these improvements. This location will provide access to an existing elementary school, junior high school and regional park.

It is anticipated that this project will include some asphalt remove and replace as needed to accommodate the installation of curb and gutter while maintaining a road crown of between 2 and 4 percent. Minimum slope of the curb and gutter should be 0.5%. The City typically uses sumps to allow collected storm water to percolate into the ground. An existing sump is located on the corner of the intersection.

The project includes approximately 350 feet along the east side of 6000 West, connecting to an existing curb and gutter and sidewalk. Also included in this project is an additional 1300 linear feet along the north side of 10400 North. It should be noted that it is expected that the design will include this entire amount, depending on the ability of the city to acquire additional right of way, construction drawings may be reduced in scope to only include a portion of that length. Refer to the attached map. The projected time line for this project is to begin in the fall of 2025 with the ability to place this project out to bid in early 2026.

The design consultant will be asked to perform the following tasks:

- Provide a topographic survey of the entire area, including road centerline, edge of asphalt, and curb and gutter on both sides of the existing roadway
- Develop a grading design that provides for an acceptable road crown and profile grade to provide proper drainage and storm collection as needed.
- Storm drain design to accommodate the addition of a curb and gutter system.
- Final plan and profile construction drawings intended to be used to solicit construction proposals.
- Provide bidding document for this project using Highland City templates. Bidding document will include details and technical specifications for work to be performed.

### **Proposal Requirements**

Provide a technical proposal not exceeding five (5) pages in length. The proposal should include the following information:

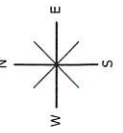
1. Statement accepting the project schedule
2. Insurance – provide carriers and limits of both general liability and professional liability insurance and coverage amounts

### **Fee Proposal**

Submit a fee proposal for the project. The proposed fee will serve as a not to exceed fee amount. Upon execution of the Agreement by both parties, the consultant will receive authorization to proceed with only those services identified in the Agreement. The consultant must receive prior written authorization before performing any services outside the scope and fee amount identified in the Agreement, or the additional services will not be reimbursable by the City.

**Proposals are due no later than 4:00 p.m., on Tuesday, September 9, 2025. Proposals are to be submitted electronically to [ctrusty@highlandut.gov](mailto:ctrusty@highlandut.gov).**

Questions about the project or RFP shall be directed to Chris Trusty at Office (801) 789-6671 or Mobile (385) 789-5853



Date: 8/22/2025

1 inch equals 188.1 feet

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

# Utah County Parcel Map

## Strausburg



**CROSS ENGINEERING SERVICES  
AGREEMENT FOR PROFESSIONAL SERVICES**

**CROSS ENGINEERING SERVICES, LLC**

**Agreement Date:** 16th day of September, 2025

**Between:** Highland City, hereinafter referred to as the "CLIENT" and Cross Engineering Services, LLC, a South Carolina corporation hereinafter referred to as "CES".

**Client Project:** Client intends to provide a design for roadway improvements located along 10400 North and 6000 West in Highland, Utah hereinafter referred to as the "Project". The Services to be performed by CES are hereinafter referred to as the "Services."

CLIENT and CES, in consideration of their mutual covenants herein, agree as set forth below:

**RESPONSIBILITIES**

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and CES, with a positive commitment to honesty and integrity, agree that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.

**CLIENT REQUIREMENTS AND PROVISIONS**

The CLIENT will provide to CES all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications upon which CES can rely for completeness and accuracy.

The CLIENT will furnish to CES all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including: geotechnical investigations, environmental site assessments, site feasibility evaluations, records of survey, deeds, and land use restrictions and encumbrances, other special data or consultations, all of which CES may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for CES's Services and the Project.

In addition, the CLIENT will furnish to CES:

**REPRESENTATIVES**

The CLIENT and CES hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

**For the CLIENT:**

<b>Name:</b> <u>Highland City</u>	<b>Work Telephone:</b> <u>(801) 772 4515</u>
<b>Address:</b> <u>5400 W. Civic Center Drive</u>	<b>Cell Phone:</b> _____
<u>Highland City, UT 84003</u>	<b>Fax Number:</b> _____
_____	<b>Email Address:</b> <u>ctrusty@highlandut.gov</u>
<b>Name:</b> _____	<b>Work Telephone:</b> _____
<b>Address:</b> _____	<b>Cell Phone:</b> _____
_____	<b>Fax Number:</b> _____
_____	<b>Email Address:</b> _____

For CES:

Name: Joseph Cross Work Telephone: (803) 236 7123  
Address: 1920 Knox Abbot Dr., Ste 2C Cell Phone: (801) 391 2391  
Cayce, South Carolina 29033 Fax Number: \_\_\_\_\_  
Email Address: jcross@cespros.net

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and CES agree to furnish each other timely, written notice of such changes.

**SERVICES TO BE PERFORMED BY CES (“Services”)**

**CES will provide engineering services as follows:**

1. **15-30% Complete - Preliminary Engineering Documents and Project Management**
  - A. Includes the following preliminary engineering documents for submittal to the City for review and initial feedback.
    - a. Roadway Site Plan – including striping, signage, drive access locations, pedestrian improvements
    - b. Roadway Grading and Drainage Plan (Sump Locations)
    - c. Preliminary Detail Sheets
2. **30-100% Final Engineering Documents and Project Management**
  - B. Includes the following final engineering documents for submittal to Highland City for construction permitting.
    - a. Roadway Site Plans - including striping, signage, drive access locations, pedestrian improvements, street lights
    - b. Roadway Grading and Drainage Plan (Sump Locations)
    - c. Detail Sheets
    - d. Stormwater Pollution Prevention Plan
    - e. Highland City Bid Documents and Engineer’s Estimate
3. **Additional Services provided by separate contract between CES and Consultant**
  - A. Land Surveying: Provide a topographic survey of the entire area, including road centerline, edge of asphalt, and curb and gutter on both sides of the existing roadway – 450 north and 1450 east of the 6000 W and 10400 N intersection in Highland, Utah. Included in the lump sum compensation is sufficient topography and appurtenant features for civil design. The survey will be performed by Stones Land Surveying.

Assumptions:

1. No entitlements such as conditional use permits, variances or public hearings are a part of this scope of work.
2. Traffic impact studies are not included with this scope of work.
3. Geotechnical reports are not included with this scope of work.
4. Landscape and irrigation plans or site lighting plans are not included with this scope of work.

**Reimbursables:** Including printing, mileage, and delivery/plan submittal fees shall be billed at cost plus 10%.

CES assumes no responsibility to perform work not listed as Services.

**SCHEDULE OF SERVICES**

**Development Schedule:**

The project schedule is estimated to break down as follows for each phase independently:

**Preliminary Civil Engineering Plans** – 15-30% submittal to Highland City Engineering and Public Works for preliminary review – includes civil plans completed 4 weeks from receiving Notice to Proceed.

**Final Civil Engineering Plans** – 100% plan submittal to Highland City Engineering and Public Works for Final Review – Completed 4 weeks from Preliminary Plan approval

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond CES's control.

**BASIS OF FEE**

The CLIENT will pay CES for their Services and reimbursable expenses as follows:

**15-30% Drawings:**

- I. **Preliminary Plan Preparation, Project Management and Coordination - \$6,000.00**

**30-100% Drawings:**

- II. **Final Plan Preparation, Bid Documents, Project Management and Coordination - \$18,600.00**

**Subconsultants:**

- I. **Boundary and Design Survey Lump Sum Fee - \$3,500.00**

**Reimbursables: Including mileage, printing and travel/per diem shall be billed at cost plus 10%.**

**Assumptions:**

All entitlement work is already completed.

Yes  
 No

*Retainer.* If "YES", the CLIENT will pay CES a retainer of \_\_\_\_\_ prior to the Notice to Proceed.

The remainder will be applied to the final billing(s) at the completion of the Services rendered under the Agreement. Other work that CES performs, which is not defined as Services at the request or acquiescence or knowledge of the CLIENT, is "Additional Services". Unless otherwise agreed, the CLIENT will pay CES for Additional Services on a time and materials basis.

File Folder Title: **CES CE Services – 10400 N 6000 W Improvements – Highland, Utah County, UT**

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 5 - 7, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

**CLIENT:**  
Highland City

5400 W. Civic Center Drive  
STREET Address  
Highland, UT 84003  
CITY/STATE/ZIP

\_\_\_\_\_  
BY (Signature)

Chris Trusty  
NAME/TITLE

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
ADDITIONAL NAME/TITLE

**CES:**  
**Cross Engineering Services, LLC**  
**190 Knox Abbott Dr. Ste. 2C**  
**Cayce, SC 29033**



**BY (Signature)**  
**Joseph W. Cross, President**  
**NAME/TITLE**

*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

- Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2** – Special Provisions
- Standard Exhibit A** – Electronic Documents Reuse Provisions
- Standard Exhibit B** – Construction Phase Services

# Cross Engineering Services

## TERMS AND CONDITIONS

### GENERAL

CES shall provide for the CLIENT the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **CES MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED ON BEHALF OF IT OR OTHERS.** The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations; and, CES is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

CES shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow CES's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds CES harmless from the actions and omissions of CLIENT and third parties involved in the Project.

CES shall not be required to sign any documents, no matter by whom requested, that would result in CES's having to certify, guarantee or warrant the existence of conditions whose existence CES cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with CES or payment of any amount due to CES in any way contingent upon CES signing any such certification.

CLIENT acknowledges that in soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.

Resetting of survey and/or construction stakes shall constitute Additional Services.  
Any sales tax or other tax on the Services rendered under this Agreement shall be paid by the CLIENT.

### REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by CES. All printed materials, any magnetic media, or other communication or information formats ("Documents") that may be prepared or furnished by CES pursuant to this Agreement are instruments of service with respect to the Project and shall remain the property of CES whether or not the Project is completed. Although CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT, CES shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused without CES's written consent. Any reuse without written consent by CES, or without verification or adoption by CES for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to CES. The CLIENT shall indemnify and hold CES harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by CES to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If submittal of electronic files are included as part of the Project, the requirements of **Standard Exhibit A – Electronic Documents Reuse** Provisions apply to this Agreement.

### CONSTRUCTION PHASE SERVICES

It is understood and agreed that CES does not have control over, and neither the professional activities of CES nor the presence of CES at the Project Site shall give CES control over contractor(s) work; nor, shall CES have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, CES does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, CES and CES's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If Construction Phase Services are included as part of the Project, the requirements of **Standard Exhibit B – Construction Phase Services** apply to this Agreement.

### OPINIONS OF COST

Since CES has no control over the cost of labor, materials, equipment or Services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CES's opinions of probable total Project costs and construction, if any, are to be made on the basis of CES's experience and qualifications, and represent CES's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but CES cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by CES. If the CLIENT wishes assurance as to total Project or construction costs, CLIENT shall employ an independent cost estimator. CES's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

## **TIMES OF PAYMENTS**

CES shall submit monthly invoices for Services rendered and for expenses incurred in accordance with these Terms of Payment. In addition any changes to substantially complete plans and reports requested by the Client or requested by the review agencies shall be billed on a T&M basis at our standard hourly rate. CLIENT shall make prompt payment once invoice is received. If CLIENT fails to make any payment in full within thirty (30) days after receipt of CES's statement, the amounts due CES will accrue interest at the rate of 1.5% per month from said thirtieth day until paid and are subject to a monthly late payment service charge equal to the greater of \$200 or 1% of the overdue balance. If the CLIENT fails to make payments within 60 days of receipt of statement or otherwise is in breach of this Agreement, CES shall suspend performance of Services until payment is rendered in full. CES shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, CES shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for CES to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by CES.

## **TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, CES will be paid for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than CES's material breach of this Agreement, or is terminated by CES for CLIENT's material breach of this Agreement, CES shall be paid, in addition to any other remedies at law or equity, an allowance as determined by CES, including but not limited to: the cost and expense CES incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

## **RISK ALLOCATION**

The CLIENT is aware of the risks, rewards, and benefits of the Project and CES's Basis of Fee for Services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total combined liability of CES, its officers, employees, successors, partners, heirs and assigns to the CLIENT, for professional errors or omissions, directly or through third parties, for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this Agreement from any cause, shall not exceed the amount of CES's fees paid on this Agreement. Such causes include, but are not limited to, CES's negligence, errors, omissions, strict liability, and breach of this Agreement. In no event shall CES be liable for any incidental, indirect or consequential damages.

CES's liability for any cause or claim other than for professional errors or omissions, including, but not limited to, negligence, strict liability, or breach of contract or warranty, express or implied, shall not exceed the total insurance proceeds (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal) paid on behalf of or to CES by CES's insurers in settlement or satisfaction of such causes or claim under the terms and conditions of CES's insurance policies applicable thereto.

The CLIENT agrees that CES is not responsible for damages arising directly or indirectly from any delays for causes beyond CES's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by CES to perform its Services in an orderly and efficient manner, CES shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from CES through third parties.

## **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless CES, its officers, employees, successors, partners, heirs and assigns (collectively, CES) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project Site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of CES.

## **RIGHT OF ENTRY**

The CLIENT shall provide for CES's right to enter the property owned by the CLIENT and others in order for CES to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CES, its officers, employees, successors, partners, heirs and assigns (collectively, CES) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

## **MEDIATION BEFORE LITIGATION**

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and CES agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of CES's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**LEGAL FEES**

In the event of any action brought by CES to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

**SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the CLIENT and CES and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and CES.

**SUCCESSORS AND ASSIGNS**

CLIENT and CES and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor CES may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against CES. CES's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CES because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold CES harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

**CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement is to be governed by the laws of the state of South Carolina. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.



# CITY COUNCIL AGENDA REPORT

## ITEM #5b

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**DATE:** October 7, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Chris Trusty, City Engineer/Public Works Director  
**SUBJECT:** Sidewalk Maintenance Bid Award  
**TYPE:** General City Management

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**PURPOSE:**

The City Council will consider approving a bid award for Precision Concrete Cutting for sidewalk maintenance in the amount of \$37,171.58.

**STAFF RECOMMENDATION:**

Staff recommends approving a bid award to Precision Concrete Cutting for sidewalk maintenance in the amount of \$40,888.74 which includes a 10% contingency.

**PRIOR COUNCIL DIRECTION:**

On June 17, 2025, Council approved the FY26 Budget, allocating \$125,000 for sidewalk repair and maintenance.

**BACKGROUND:**

In conjunction with the City's annual sidewalk maintenance plan, city staff asked for pricing to repair sidewalks within the city. Generally, these repairs will consist of grinding or cutting sidewalk areas to remove tripping hazards, or uneven surfaces. Precision Concrete Cutting is really the only local construction company performing this type of work. Attached is a copy of their bid and a map of the area where they will be performing the work. The cost proposal for this work is \$37,171.58. The City will typically add a 10% contingency on construction projects, so the total bid award would be for \$40,888.74.

Typically, City staff will look at different areas in the city each year to be considered for sidewalk maintenance and will try to rotate the areas each year. When assessing which area to consider for sidewalk repair, staff will usually look at older sections of the city with more mature trees that could cause issues with sidewalks, and also areas with higher complaints from residents. Once we have decided which area to consider for the year, we have had Precision Concrete evaluate the area and make recommendations for the best methods of remediation. With the planned street evaluation this year or early 2026, the City will also evaluate all the sidewalks within the city. This will allow for a more programmed approach to our annual repair project.

Because this project will only consist of grinding or cutting the sidewalk, the remaining fund balance will be used for other remove and replace projects, or smaller scale grinding needs throughout the city.

**FISCAL IMPACT:**

The cost of this project is \$40,888.74 including a 10% contingency. Funding for this expense is included in GL 10-60-37 Sidewalk Repair and Maintenance.

**MOTION:**

I move that City Council approve a bid award to Precision Concrete Cutting in the amount of \$40,888.74.

**ATTACHMENTS:**

1. Bid Document



Highland City  
 Attn. Ty Christiansen  
 4066 W Timpanogos Highway  
 Highland, UT 84003  
 (801) 420-3449  
[ty@highlandcity.org](mailto:ty@highlandcity.org)

Date: September 5, 2025  
 Bid #: UT68849UM  
 Expiration Date: December 5, 2025

Full Risk Assessment

Precision Concrete Cutting  
 3191 North Canyon Road  
 Provo, Utah 84604  
 (801) 224-0025 - phone  
 (801) 224-0062 - fax  
 Federal ID #: 04-3800739  
 Bryson Larsen  
 (801) 310-5101 - cell

Total Ln. Ft.  
 1,297.5

Total In. Ft.  
 774.408

PRECISION CONCRETE CUTTING						
No.	Size	Size	Lineal Feet	Location	Map Pin	Inch Feet
1	0.75	0.375	4	10581 N Castle Pine Way SW corner		2.250
2	0.75	0.125	4	10581 N Castle Pine Way SW corner		1.750
3	1.375	0	4.5	10581 N Castle Pine Way SW corner		3.094
4	1.25	0.75	4	10581 N Castle Pine Way E side		4.000
5	0.75	0.5	4	10581 N Castle Pine Way E side		2.500
6	0.5	0.125	4	10581 N Castle Pine Way in driveway		1.250
7	0.75	0.25	4	10609 N Castle Pine Way		2.000
8	0.5	0.25	2.5	10609 N Castle Pine Way in driveway		0.938
9	1.375	0.625	4	10621 N 5270 W		4.000
10	1	0	4.5	10637 N 5270 W	Crosscut	2.250
11	0.5	0.125	4	10637 N 5270 W next to mailbox		1.250
12	**Out of Scope**			10637 N 5270 W in driveway SPALLING	Out of Scope	-
13	1	0.375	3.5	10651 N 5270 W		2.406
14	2	1	4	10651 N 5270 W near driveway		6.000
15	0.625	0	4.5	10651 N 5270 W in driveway	Crosscut	1.406
16	0.625	0.25	3	10667 N Castle Pine Way next to mailbox		1.313
17	0.625	0.375	4	5262 W Castle Pine Way next to fire hydrant		2.000
18	1.25	1	4	5212 W Castle Pine Way near mailbox		4.500
19	**Out of Scope**			5215 W Castle Pine Cir ABOVE SPEC	Out of Scope	-
20	**Out of Scope**			5215 W Castle Pine Cir ABOVE SPEC	Out of Scope	-
21	**Out of Scope**			5215 W Castle Pine Cir ABOVE SPEC	Out of Scope	-
22	2	0	4.5	5215 W Castle Pine Cir ABOVE SPEC	Crosscut	4.500
23	2	0.5	4	5215 W Castle Pine Cir		5.000
24	1	0.5	4	5215 W Castle Pine Cir		3.000
25	0.625	0.25	2	5215 W Castle Pine Cir		0.875
26	0.625	0.125	4	5215 W Castle Pine Cir		1.500
27	1	0.125	3.5	5215 W Castle Pine Cir		1.969
28	1.25	0.125	4	5247 W Castle Pine Cir		2.750
29	0.625	0.375	4	5244 W Castle Pine Cir in driveway		2.000
30	**Out of Scope**			5196 W Castle Pine Cir ABOVE SPEC	Out of Scope	-
31	**Out of Scope**			5196 W Castle Pine Cir ABOVE SPEC	Out of Scope	-

32	1	0.75	4	5215 W Castle Pine Cir		3.500
33	1	0.375	4	10684 N 520 W near driveway		2.750
34	0.875	0.25	3	10684 N 520 W near driveway		1.688
35	0.625	0.25	2.5	10684 N 520 W		1.094
36	0.75	0.375	3.5	10676 N Castle Pine Way near driveway		1.969
37	1.375	0.25	3.5	10664 N Castle Pine Way next to mailbox		2.844
38	0.75	0	4.5	10664 N Castle Pine Way in driveway	Crosscut	1.688
39	0.875	0.5	4	10664 N Castle Pine Way		2.750
40	<b>**Out of Scope**</b>			10652 N Castle Pine Way CRACKS	Out of Scope	-
41	1	0.375	4	10638 N Castle Pine Way in driveway		2.750
42	1.625	0.625	4	10612 N Castle Pine Way near mailbox		4.500
43	0.5	0.125	4	5188 Country Club Dr		1.250
44	1.75	1.25	4	5188 Country Club Dr		6.000
45	1	0.75	4	5188 Country Club Dr		3.500
46	0.5	0.125	4	5188 Country Club Dr		1.250
47	1	0	5.5	SE of church near driveway	Crosscut	2.750
48	1.125	0.375	3.5	S of church near fire hydrant	Recut	2.625
49	1	0	5.5	S of church next to electric box	Crosscut	2.750
50	1.75	0.375	5	S of church near flag pole	Recut	5.313
51	1	0	5.5	S of church near flag pole	Crosscut	2.750
52	0.875	0	5.5	SW of church near driveway		2.406
53	1	0	5.5	SW of church near driveway	Crosscut	2.750
54	0.625	0.25	3.5	10584 N Castle Pine Way S side		1.531
55	0.5	0.25	4	10584 N Castle Pine Way W side		1.500
56	<b>**Out of Scope**</b>			10612 N 5270 W near driveway CRACKS	Out of Scope	-
57	1.375	1.25	4	10642 N 5270 W		5.250
58	0.75	0.5	4	10642 N 5270 W near mailbox		2.500
59	1.125	0	4.5	10642 N 5270 W	Recut	2.531
60	0.5	0.25	4	5251 N Castle Pine Way W side near driveway		1.500
61	<b>**Out of Scope**</b>			5251 W Castle Pine Way CRACKS	Out of Scope	-
62	0.5	0	4.5	5251 W Castle Pine Way	Crosscut	1.125
63	0.75	0.5	4	5229 N Castle Pine Way near driveway		2.500
64	0.875	0.375	4	5229 N Castle Pine Way near mailbox		2.500
65	0.625	0.25	4	5211 W Castle Pine Way near driveway		1.750
66	0.5	0	4.5	5211 W Castle Pine Way next to street sign	Crosscut	1.125
67	0.5	0.375	3.5	5211 W Castle Pine Way E side		1.531
68	1.25	0.375	3	5211 W Castle Pine Way E side		2.438
69	0.875	0.25	4	NE of church		2.250
70	1.125	0.75	5	NE of church		4.688
71	0.875	0.25	4.5	NE of church		2.531
72	1	0	5.5	E of church	Crosscut	2.750
73	0.875	0	5.5	E of church	Crosscut	2.406
74	0.625	0.25	4.5	E of church		1.969
75	1	0	5.5	SE of church	Crosscut	2.750
76	0.625	0.375	4	5188 Country Club Dr		2.000
77	1.625	0.125	4	5188 Country Club Dr near fire hydrant		3.500

78	0.625	0.375	4	5138 Country Club Dr near fire hydrant	2.000
79	0.625	0.25	3	5138 Country Club Dr next to mailbox	1.313
80	0.5	0.125	3.5	5138 Country Club Dr near mailbox	1.094
81	0.75	0.25	4.5	5138 Country Club Dr E side along white fence	2.250
82	0.75	0.375	4.5	10623 W North Jerling Dr	2.531
83	0.875	0.125	4.5	10623 W North Jerling Dr near driveway	2.250
84	1	0.375	4.5	10623 W North Jerling Dr near driveway	3.094
85	0.5	0.25	4.5	10633 W North Jerling Dr	1.688
86	0.625	0.125	4.5	10633 W North Jerling Dr near driveway	1.688
87	1.625	0.125	4.5	10633 W North Jerling Dr	3.938
88	0.75	0.25	4.5	10633 W North Jerling Dr next to fire hydrant	2.250
89	0.625	0.25	4.5	10643 W Jerling Dr in driveway	1.969
90	0.5	0.5	4.5	10643 W Jerling Dr near driveway	2.250
91	1.125	0.5	4.5	10643 W Jerling Dr	3.656
92	1.625	1.25	4.5	10677 W North Jerling Dr	6.469
93	0.5	0.25	3	10677 W North Jerling Dr	1.125
94	0.75	0.25	4.5	10687 W North Jerling Dr	2.250
95	0.875	0.375	4.5	10687 W North Jerling Dr in driveway	2.813
96	0.875	0.5	4.5	10687 W North Jerling Dr in driveway	3.094
97	0.625	0.25	4.5	10687 W North Jerling Dr next to fire hydrant	1.969
98	0.625	0.25	3.5	10697 W North Jerling Dr next to street sign	1.531
99	1.125	0.75	4.5	5134 W North Jerling Dr	4.219
100	0.625	0.25	4.5	5134 W North Jerling Dr	1.969
101	0.625	0.25	4.5	5124 W North Jerling Dr	1.969
102	0.875	0.125	4.5	5124 W North Jerling Dr	2.250
103	0.5	0.25	4.5	5114 W North Jerling Dr	1.688
104	0.5	0.25	2.5	5114 W North Jerling Dr near driveway	0.938
105	1.375	0.625	4.5	5104 W North Jerling Dr near driveway	4.500
106	0.625	0.375	4.5	5096 W North Jerling Dr in driveway	2.250
107	0.75	0.375	4	5096 W North Jerling Dr near driveway	2.250
108	0.75	0.125	4.5	5096 W North Jerling Dr	1.969
109	1.25	0.875	4.5	5096 W North Jerling Dr	4.781
110	0.75	0.5	4.5	5096 W North Jerling Dr	2.813
111	0.625	0.5	4.5	5096 W North Jerling Dr	2.531
112	0.5	0.25	4.5	5096 W North Jerling Dr	1.688
113	0.75	0.125	4.5	along golf course fence	1.969
114	0.5	0.125	4.5	along golf course fence	1.406
115	0.625	0.25	4.5	along golf course fence	1.969
116	0.625	0.25	4.5	10696 E Jerling Dr	1.969
117	0.5	0.25	2.5	10686 E Jerling Dr near driveway	0.938
118	0.5	0.25	2	10686 E Jerling Dr	0.750
119	1	0.625	4.5	10686 E Jerling Dr	3.656
120	0.75	0.5	4.5	10676 E Jerling Dr	2.813
121	1.125	0.625	4.5	10676 E Jerling Dr in driveway	3.938

122	0.5	0.25	4.5	10666 W North Jerling Dr		1.688
123	0.875	0.25	4.5	10666 W North Jerling Dr		2.531
124	0.5	0	5	10646 E Jerling Dr	Crosscut	1.250
125	0.75	0.125	4.5	10646 E Jerling Dr		1.969
126	0.625	0.125	4.5	10646 E Jerling Dr		1.688
127	0.625	0.375	3	10646 E Jerling Dr		1.500
128	0.625	0.125	4.5	10636 E Jerling Dr near driveway		1.688
129	0.625	0.25	4.5	10636 E Jerling Dr		1.969
130	1.375	0.375	4.5	10636 E Jerling Dr		3.938
131	1.875	0.5	4.5	10636 E Jerling Dr		5.344
132	0.75	0.5	4.5	10636 E Jerling Dr		2.813
133	0.625	0.25	4.5	5096 Country Club Dr W side		1.969
134	0.5	0.25	2.5	5096 Country Club Dr W side		0.938
135	0.625	0.5	4.5	5096 Country Club Dr W side		2.531
136	0.75	0.25	5	5096 Country Club Dr W side in driveway		2.500
137	0.625	0.25	3.5	5096 Country Club Dr W side		1.531
138	1.625	1	4.5	5096 Country Club Dr W side		5.906
139	0.625	0.5	4.5	5096 Country Club Dr W side		2.531
140	0.625	0.25	4.5	5096 Country Club Dr W side		1.969
141	0.75	0.375	4.5	10622 W Jerling Dr W side		2.531
142	0.75	0.375	4.5	10622 W Jerling Dr W side near driveway		2.531
143	0.5	0.25	4	10622 W Jerling Dr W side near mailbox		1.500
144	1.125	0.625	4.5	10632 W Jerling Dr near driveway		3.938
145	0.75	0.375	4.5	10632 W Jerling Dr		2.531
146	0.75	0.375	4.5	10642 W Jerling Dr		2.531
147	0.625	0.375	4.5	10642 W Jerling Dr near driveway		2.250
148	1.25	0.75	4.5	10652 W Jerling Dr near driveway		4.500
149	1.875	0.875	4.5	10652 W Jerling Dr in driveway		6.188
150	1.625	0.75	5	10652 W Jerling Dr in driveway		5.938
151	0.875	0.5	4.5	10652 W Jerling Dr		3.094
152	0.625	0.25	4.5	10652 W Jerling Dr		1.969
153	1.125	0.375	4.5	10664 W Jerling Dr		3.375
154	1	0.125	4.5	10664 W Jerling Dr		2.531
155	1	0.625	4.5	10664 W Jerling Dr		3.656
156	0.625	0.125	4.5	10664 W Jerling Dr		1.688
157	0.875	0.25	4.5	10664 W Jerling Dr near mailbox		2.531
158	0.625	0.5	4.5	10688 W Jerling Dr		2.531
159	0.75	0.375	4.5	5155 W North Jerling Dr near driveway		2.531
160	0.625	0.375	4.5	5155 W North Jerling Dr		2.250
161	1	0.25	4.5	5155 W North Jerling Dr		2.813
162	1.375	0.375	4	5155 W North Jerling Dr		3.500
163	1	0.375	4.5	5155 W North Jerling Dr		3.094
164	1	0.375	4.5	5155 W North Jerling Dr		3.094
165	1.125	0.125	4.5	5155 W North Jerling Dr		2.813
166	0.75	0.375	4.5	5155 W North Jerling Dr		2.531
167	1	0.125	7.5	5155 W North Jerling Dr	Cracks	4.219
168	0.75	0.125	3	5155 W North Jerling Dr		1.313
169	0.5	0.125	4	5125 W Jerling Dr		1.250

170	0.875	0.5	4.5	5125 W Jerling Dr in driveway		3.094
171	2	0.25	4.5	5125 W Jerling Dr		5.063
172	1.125	0.875	4.5	5125 W Jerling Dr		4.500
173	2	0	4.5	5125 W Jerling Dr	Crosscut	4.500
174	1	0.25	4	5115 W Jerling Dr next to mailbox		2.500
175	0.5	0.25	3	5115 W Jerling Dr near mailbox		1.125
176	0.5	0.25	4.5	5115 W Jerling Dr		1.688
177	1.375	1	4.5	5115 W Jerling Dr		5.344
178	0.875	0.375	4.5	5115 W Jerling Dr		2.813
179	0.75	0.25	3.5	5105 W Jerling Dr		1.750
180	1	0.25	4	5105 W North Jerling Dr		2.500
181	0.625	0.25	4.5	5105 W North Jerling Dr		1.969
182	1	0.375	4.5	5095 W North Jerling Dr N side		3.094
183	0.875	0.375	5	5095 W North Jerling Dr N side near driveway		3.125
184	0.5	0.25	4.5	5095 W North Jerling Dr N side near driveway		1.688
185	1	0.375	4.5	5095 W North Jerling Dr N side near driveway		3.094
186	0.5	0.125	4	10685 E Jerling Dr		1.250
187	0.5	0	4.5	10685 E Jerling Dr in driveway	Crosscut	1.125
188	0.5	0.25	3	10673 E Jerling Dr		1.125
189	1.125	0	5	10673 E Jerling Dr	Crosscut	2.813
190	0.75	0.25	4.5	10673 E Jerling Dr		2.250
191	0.625	0.125	4.5	10673 E Jerling Dr near driveway		1.688
192	1.125	0	5	10673 E Jerling Dr near driveway	Crosscut	2.813
193	0.625	0.375	4.5	10673 E Jerling Dr near driveway		2.250
194	0.625	0.25	4.5	10673 E Jerling Dr near corner		1.969
195	0.75	0.375	4.5	10673 E Jerling Dr near corner		2.531
196	0.5	0.25	4.5	10673 W North Jerling Dr in driveway		1.688
197	0.875	0.25	4	10673 W North Jerling Dr next to electric box		2.250
198	1.875	1.125	4.5	5094 W Jerling Cir near driveway		6.750
199	0.5	0.25	4.5	5094 W Jerling Cir		1.688
200	0.625	0.25	1	5098 W Jerling Cir in driveway		0.438
201	0.875	0.25	6	5098 W Jerling Cir near driveway		3.375
202	1	0.375	4.5	5098 W Jerling Cir near driveway		3.094
203	1.125	0.375	4.5	5097 W Jerling Cir		3.375
204	0.75	0.375	4.5	5097 W Jerling Cir		2.531
205	0.875	0.375	4.5	5097 W Jerling Cir		2.813
206	0.5	0.375	4.5	5097 W Jerling Cir		1.969
207	0.625	0.125	4.5	5097 W Jerling Cir near driveway		1.688
208	1.25	0.375	4.5	5097 W Jerling Cir in driveway Will leave 2 inch gap due to crack	Review	3.656
209	1	0.75	5	5097 W Jerling Cir near driveway		4.375
210	0.5	0.25	4.5	5087 W Jerling Cir near driveway		1.688
211	0.5	0.375	3.5	5087 W Jerling Cir next to street sign		1.531
212	0.875	0.625	4.5	5087 W Jerling Cir near fire hydrant		3.375

213	0.625	0	5	5087 W Jerling Cir	Crosscut	1.563
214	0.5	0.125	3.5	5087 W Jerling Cir		1.094
215	0.625	0.25	4.5	10647 E Jerling Dr next to speed limit sign		1.969
216	1.5	0	5	10647 E Jerling Dr near driveway	Crosscut	3.750
217	0.625	0.125	4.5	10647 E Jerling Dr		1.688
218	0.625	0.125	4.5	10647 E Jerling Dr		1.688
219	<b>**Out of Scope**</b>			10647 E Jerling Dr CRACKS	Out of Scope	-
220	0.625	0.375	4.5	10637 E Jerling Dr		2.250
221	0.5	0.25	3.5	10637 E Jerling Dr		1.313
222	0.625	0.125	5	10627 E Jerling Dr in driveway	Crosscut	1.875
223	0.625	0.25	3	10627 E Jerling Dr near driveway		1.313
224	0.5	0.25	4.5	10627 E Jerling Dr		1.688
225	0.625	0.25	4.5	10627 E Jerling Dr		1.969
226	0.5	0.125	4.5	10627 E Jerling Dr		1.406
227	0.625	0.25	3.5	10627 E Jerling Dr		1.531
228	0.625	0.375	4.5	10627 E Jerling Dr		2.250
229	0.625	0.375	4.5	10622 W North Jerling Dr		2.250
230	0.5	0	5	10622 W North Jerling Dr	Crosscut	1.250
231	0.625	0.375	4.5	10622 W North Jerling Dr		2.250
232	0.625	0.25	4	5030 Country Club Dr near mailbox		1.750
233	0.625	0.375	4	5030 Country Club Dr near mailbox		2.000
234	0.5	0.25	3	5030 Country Club Dr		1.125
235	0.625	0.25	4	5030 Country Club Dr		1.750
236	1	0.25	2.5	5030 Country Club Dr next to fire hydrant		1.563
237	1.375	0.375	3.5	5010 Country Club Dr near fire hydrant		3.063
238	<b>**Out of Scope**</b>			5010 Country Club Dr near mailbox CRACKS	Out of Scope	-
239	0.875	0.25	3	5010 Alpine Cir in driveway		1.688
240	1.625	0	4.5	5010 Alpine Cir in driveway	Crosscut	3.656
241	<b>**Out of Scope**</b>			5010 Alpine Cir near driveway ABOVE SPEC	Out of Scope	-
242	1.125	0	4.5	5010 Alpine Cir	Crosscut	2.531
243	1	0	4.5	5010 Alpine Cir	Crosscut	2.250
244	1.125	0	4	5010 Alpine Cir	Crosscut	2.250
245	0.625	0.25	4	5006 Alpine Cir near mailbox		1.750
246	1.125	0.75	4.5	4988 Alpine Cir		4.219
247	0.75	0.375	4.5	4978 Alpine Cir		2.531
248	0.625	0.375	4.5	4978 Alpine Cir		2.250
249	0.625	0.375	4.5	4978 Alpine Cir		2.250
250	1	0.625	4.5	4978 Alpine Cir next to mailbox		3.656
251	0.625	0.25	4.5	4968 Alpine Cir next to fire hydrant		1.969
252	1	0.375	4.5	4968 Alpine Cir		3.094
253	1.125	0.625	4.5	4968 Alpine Cir		3.938
254	0.875	0.375	4.5	4968 Alpine Cir		2.813
255	0.625	0.25	3	4958 Alpine Cir		1.313
256	0.625	0.375	4	4958 Alpine Cir in driveway		2.000
257	0.75	0.25	4.5	4958 Alpine Cir next to mailbox		2.250

258	1.625	1.25	4	4948 Alpine Cir		5.750
259	0.625	0.375	4	4948 Alpine Cir in driveway		2.000
260	0.625	0.25	4	4948 Alpine Cir near driveway		1.750
261	1	0.625	4	10698 Country Club Dr		3.250
262	0.625	0	4.5	10698 Country Club Dr	Crosscut	1.406
263	0.5	0	4.5	10662 Country Club Dr	Crosscut	1.125
264	0.75	0	4.5	10662 Country Club Dr	Crosscut	1.688
265	0.625	0.25	2.5	10662 Country Club Dr in driveway		1.094
266	0.875	0	4.5	4919 Country Club Dr next to mailbox	Crosscut	1.969
267	0.875	0.125	4	4935 Country Club Dr near mailbox		2.000
268	0.625	0.25	3.5	4935 Country Club Dr in driveway		1.531
269	1	0.625	4	4945 Country Club Dr		3.250
270	0.5	0.25	4	4945 Country Club Dr near driveway		1.500
271	<b>**Out of Scope**</b>			4945 Country Club Dr next to mailbox SPALLING and large chunks missing	<b>Out of Scope</b>	-
272	0.625	0	4.5	4955 Country Club Dr	Crosscut	1.406
273	1.125	0.25	4	4955 Country Club Dr in driveway		2.750
274	0.625	0	4	4955 Country Club Dr in driveway	Crosscut	1.250
275	1	0	4.5	4979 Country Club Dr	Crosscut	2.250
276	1.125	0.5	4	4979 Country Club Dr		3.250
277	0.875	0.125	3.5	4979 Country Club Dr		1.750
278	0.75	0.25	2.5	4979 Country Club Dr		1.250
279	0.5	0.375	4	4979 Country Club Dr		1.750
280	0.75	0.375	3	4979 Country Club Dr in driveway		1.688
281	0.875	0.625	4	4995 Country Club Dr		3.000
282	0.5	0	4.5	4995 Country Club Dr near driveway	Crosscut	1.125
283	1.125	0.375	4	5005 Country Club Dr		3.000
284	0.625	0.25	3	5005 Country Club Dr		1.313
285	1.375	0	4.5	5017 Country Club Dr	Crosscut	3.094
286	1	0.125	4	5017 Country Club Dr		2.250
287	0.625	0.25	3	5017 Country Club Dr		1.313
288	0.75	0.25	2.5	5017 Country Club Dr next to mailbox		1.250
289	2	0.25	4	4991 Alpine Cir near mailbox		4.500
290	1	0	4.5	4991 Alpine Cir near mailbox	Crosscut	2.250
291	1.75	0.375	4	4991 Alpine Cir near mailbox		4.250
292	1	0.125	4.5	4991 Alpine Cir near mailbox		2.531
293	<b>**Out of Scope**</b>			4991 Alpine Cir ABOVE SPEC	<b>Out of Scope</b>	-
294	1	0.75	4.5	4991 Alpine Cir in driveway		3.938
295	<b>**Out of Scope**</b>			4981 Alpine Cir CRACKS on multiple panels	<b>Out of Scope</b>	-
296	0.5	0.125	4.5	4971 Alpine Cir		1.406
297	0.625	0.375	4.5	4961 Alpine Cir		2.250
298	0.625	0.25	4	4961 Alpine Cir		1.750
299	0.625	0	5	4961 Alpine Cir	Crosscut	1.563
300	0.75	0.25	3	4949 Alpine Cir next to mailbox		1.500
301	0.75	0.5	4	4949 Alpine Cir in driveway		2.500
302	1.75	0.25	4	4920 Country Club Dr in driveway	Recut	4.000
303	1	0	4.5	4920 Country Club Dr near driveway	Crosscut	2.250



*\*All Bids and Proposals from Precision Concrete Cutting are valid for 90 days. After 90 days the scope or pricing may need to be adjusted, please contact your sales rep for a new bid with current pricing.*

*\*Precision Concrete Cutting has a project minimum of \$1,000.00*

*\*Bids are proprietary to Precision Concrete Cutting & should not be shared with other contractors without permission*

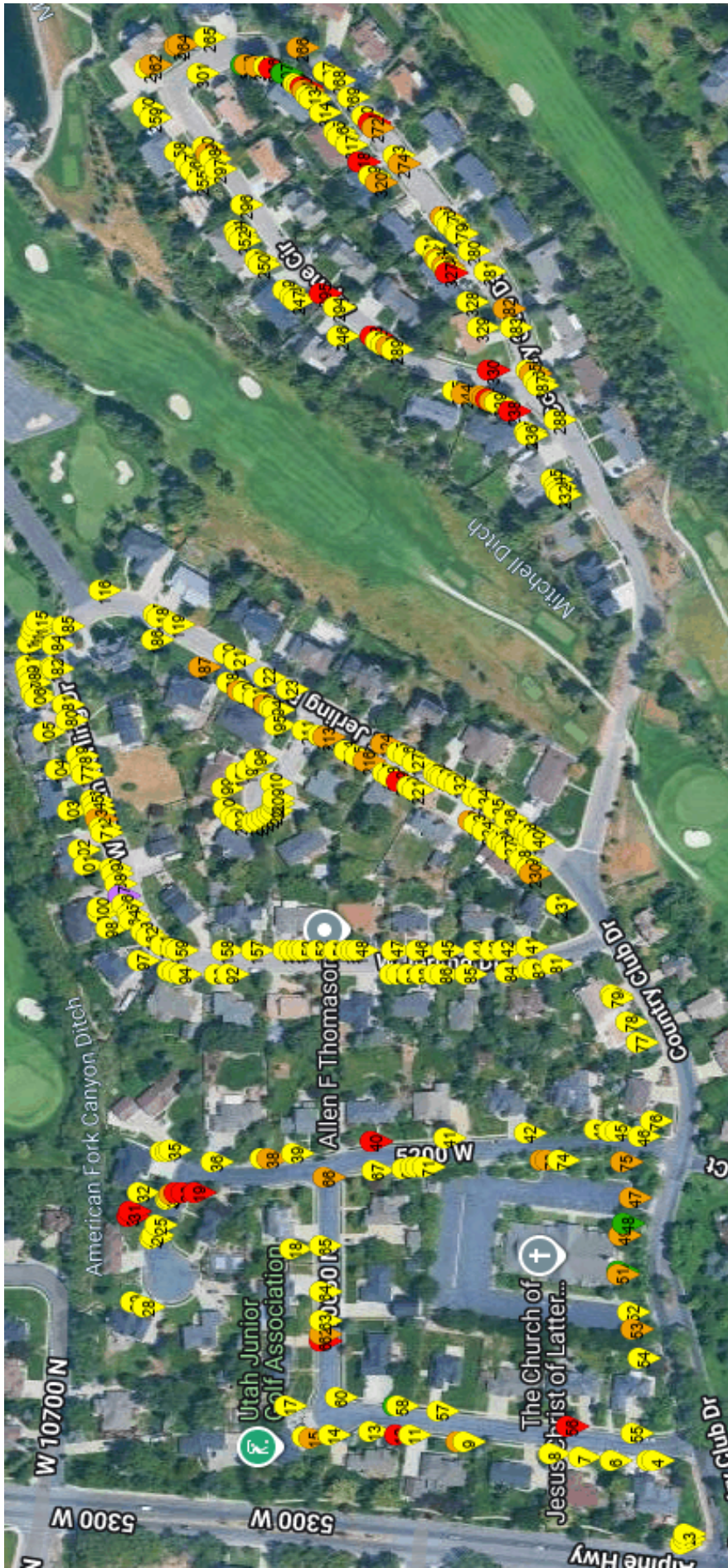
*\*Precision Concrete Cutting will identify panels that need replacement but we do not do replacement*

*\*Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.*

*\*At the time of completion, PCC warrants that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.*

*\*If any repair locations are inaccessible during our repair process, and an additional trip is needed, a \$250 mobilization fee will be added to the invoice. Invoice is due upon receipt, if not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.*

*\*If credit card payment is used, 3% service fee will apply.*





# CITY COUNCIL AGENDA REPORT

## ITEM #5c

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**DATE:** October 7, 2025  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Chris Trusty, City Engineer/Public Works Director  
**SUBJECT:** Surplus Sale  
**TYPE:** General City Management

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### **PURPOSE:**

The City Council will consider a resolution for the disposal of Personal Public Property.

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council declare items that are no longer needed or useful as surplus, thereby making them eligible for sale or disposal.

### **PRIOR COUNCIL DIRECTION:**

Through FY2024, the Council authorized the purchase of equipment to replace (as needed) the items recommended for surplus. The FY2025 budget includes projected revenue from the sale of the items listed.

### **BACKGROUND:**

The City has the following equipment that is no longer used due to the condition of the items, replacement items being purchased, and/or a change in work practice. The Purchasing Policy requires that Council approves a resolution declaring any item over \$300 in value as surplus before it can be disposed of through sale or any other method. Staff recommends that the following items should be considered for surplus and then made available to the public for sale.

- Heritage Park Playground Equipment
  - Soon to be replaced with Parks Tax Funds
- VGBVXU Sensus Drive Unit
  - This Sensus Drive came with other supplies from Cedar Hills that were purchased as a group, and is not programmed for our system. We already have one that is newer and already programmed. Within three years we will be moving away from the need of our current drive-by system.

All items declared for surplus will be made available on the Public Surplus website and a notice will be posted on the Highland City website directing residents to that site. All items will be sold "as-is" and with no warranty, guarantee or representation of any kind expressed or implied as to the condition, utility, or usability of the item. All known deficiencies of the item will be disclosed as part of the listing information.

**FISCAL IMPACT:**

Revenue from the sale will go to the General Fund, Sale of Fixed Assets 10-38-40.

**MOTION:**

I move that City Council APPROVE the resolution declaring the indicated items as surplus and AUTHORIZE the sale or disposal of these items.

**ATTACHMENTS:**

1. Resolution
2. Asset Disposal
3. Asset Disposal Sheet

**A RESOLUTION OF HIGHLAND CITY, UTAH  
DECLARING SURPLUS PROPERTY FOR SELLING, CONVEYING OR DISPOSING**

WHEREAS, the Highland City Council has been made aware of items that are no longer needed; and

WHEREAS, the Highland City Council has established a process for disposing of personal public property which is:

1. The City Administrator shall be responsible for the coordination and disposal of personal public property; and
2. Each department head shall identify assets for disposal and complete an Asset Disposal sheet determining the market value of the asset taking into account the replacement cost and depreciation rate for the item; and
3. The City Administrator shall select the best disposal option; and
4. The City Council shall authorize by resolution the surplus and subsequent sale of all personal public property valued over \$300; and
5. Notice shall be given to the public on the Highland City website after the items have been declared surplus and at least fourteen days prior to the disposition.

NOW, THEREFORE be it resolved by the Highland City Council that the following items are hereby declared surplus property and the City Council hereby authorizes the City Administrator to sell, convey or dispose of the equipment as listed below following City policy as set forth above:

Playground equipment  
VGBVXU Sensus Drive Unit

This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED BY THE HIGHLAND CITY COUNCIL THIS 7<sup>TH</sup> DAY OF  
OCTOBER 2025 HIGHLAND CITY, UTAH

# **Asset Disposal Sheet Surplus of City Assets**

Playground Equipment  
VGBVXU Sensus Drive Unit

**Playground Equipment**





VGBVXU Sensus  
Drive Unit

