



HIGHLAND CITY COUNCIL AGENDA

TUESDAY, FEBRUARY 3, 2026

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

6:00 PM REGULAR SESSION

Call to Order: Mayor Brittney P. Bills

Invocation: Council Member Scott L. Smith

Pledge of Allegiance: Council Member Ron Campbell

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. FY25 Audit Report

Steve Rowley from K&C CPAs will present the FY2025 Audit Report for Highland City.

b. Highland Glen Bike Park Open House Report and Proposed Next Steps

Rob Donigan and Steve Searle will report on the open house recently held regarding potential future phasing of the Highland Glen Bike Park.

3. CONSENT ITEMS

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

Items on the consent agenda may be pulled for separate consideration.

a. Approval of Meeting Minutes *General City Management*

Stephannie Cottle, City Recorder

January 20, 2026

b. Central Utah 911 Alternate Board Member Appointment *General City Management*

Brittney Bills, Mayor

The City Council will consider Mayor Brittney P. Bills' appointment of Liz Rice as an alternate to the Central Utah 911 Board of Directors.

4. ACTION ITEMS

a. PUBLIC HEARING/ORDINANCE: Boundary Adjustment with Highland City and Draper City *General City Management*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider approving the adjustment of the common municipal boundaries of Highland City and Draper City.

- b. **ACTION: City Prosecutor Appointment** *General City Management
Brittney Bills, Mayor*
The City Council will consider Mayor Bills' recommendation to appoint Carl Hollan as the City Prosecutor.
- c. **ACTION: Surplus of Excess Water Meters** *General City Management
Chris Trusty, City Engineer/Public Works Director*
The City Council will consider surplussing 300 Sensus Iperl 1-inch water meters.
- d. **ACTION: Follow up on Storm Drain Cleaning Plans and Authorization for Purchase of a Vac Truck** *General City Management
Chris Trusty, City Engineer/Public Works Director*
The City Council will consider the options for maintaining the City's storm sewer system.
- e. **ACTION: Approval of Well Chlorination Projects** *General City Management
Chris Trusty, City Engineer/Public Works Director*
The City Council will consider the bid award for the Well Chlorination project to VANCON Inc in the amount of \$513,700.
- f. **ACTION: Appointment of Mayor Pro-Tempore** *General City Management
Brittney Bills, Mayor*
The City Council will nominate and vote for a Mayor Pro-Tempore to preside over City Council meetings in the Mayor's absence.

5. EXPEDITED ITEMS

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

- a. **RESOLUTION: Open Space Sale Rate Policy** *General City Management
Jay Baughman, Assistant City Administrator/Community Development Director*
The City Council will consider options for, and a resolution, designating the value of orphan parcels and other City-owned land for 2026. The Council will take appropriate action.
- b. **RESOLUTION: Close Out and Dissolve Open Space Special Service District** *General City Management
Rob Patterson, City Attorney/Planning & Zoning Administrator*
The City Council will consider adopting a resolution dissolving the Highland City Open Space Special Service District.

6. COMMUNICATION ITEMS

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

- a. **Signage in the Residential Professional Zone**
Doug Cortney, Council Member
- b. **Fire Station Driveway Update**
Chris Trusty, City Engineer/Public Works Director

7. WORK SESSION

- a. **Cemetery Perpetual Care Fund**
Aaron Sanborn from Zions Public Finance will discuss the results of the Cemetery Perpetual Care Fund study.

8. CLOSED MEETING

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

ADJOURNMENT

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

ELECTRONIC PARTICIPATION

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

CERTIFICATE OF POSTING

I, Stephannie Cottle, the duly appointed City Recorder, certify that the foregoing agenda was posted at the principal office of the public body, on the Utah State website (<http://pmn.utah.gov>), and on Highland City's website (www.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 29th day of January 2026.

Stephannie Cottle, CMC |UCC, City Recorder

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



HIGHLAND CITY COUNCIL MINUTES

Tuesday, January 20, 2026

Waiting Formal Approval

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

6:00 PM REGULAR SESSION

Call to Order: Mayor Brittney P. Bills

Invocation: Council Member Scott L. Smith

Pledge of Allegiance: Council Member Ron Campbell

The meeting was called to order by Mayor Brittney P. Bills as a regular session at 6:02 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 Scott L. Smith and those in attendance were led in the Pledge of Allegiance by Council Member Ron Campbell.

PRESIDING: Mayor Brittney P. Bills

COUNCIL MEMBERS:

Ron Campbell	Present
Doug Courtney	Present
Liz Rice	Present
Kim Rodela	Present
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, Police Chief Brian Gwilliam, Fire Chief Brian Patten, Library Director Karen Liu

OTHERS PRESENT: Jon Hart, Debra Maughan, Kristin Richey, Brad & Linda Walton, Jeanne Hodges, Mark & DeAnn Coombs, Laura Mortensen, Leena Harral, Shelli & Stan Biese, Sam Eggleson, Alexandra Gruenwald, Cassidy Hughes, Amanda & Mike Bunnell, David Wilkins, Helene Pockrus, Christine Bradford, Sherry Kramer, Wesley Warren

1. UNSCHEDULED PUBLIC APPEARANCES

Anyone may share information with the City Council. If your comments require a response, staff or an Elected Official will contact you. Please limit your comments to three minutes per person. Please state your name.

Alexandra Gruenwald addressed the Council regarding traffic concerns on Canal Boulevard (also known as Madison Avenue or 9860 North) between 6800 West and 6000 West. She presented maps highlighting areas of concern, noting that this stretch is the most residential section of Canal Boulevard and has had several close calls

with pedestrians, including her own 2-year-old son. She mentioned that many families avoid crossing at certain intersections due to safety concerns and requested a traffic study and implementation of traffic calming measures. She asked what steps residents should take to facilitate changes in this area.

Mayor Bills indicated she would pass the comment card to staff for follow-up after the meeting.

2. PRESENTATIONS

Items in this section are formal presentations by invited organizations or individuals. If further discussion is needed, it will be brought to the City Council on a future agenda.

a. Honoring the Heroes from the Library Fire - Cassidy Hughes and Lone Peak Fire represented by Captain P. J. Christensen

Mayor Bills and City Council Members will recognize Cassidy Hughes and Lone Peak Fire Department for their role in reporting and extinguishing the fire which occurred at the Highland City Library on January 1, 2026.

Mayor Bills and the Council Members recognized Cassidy Hughes and the Lone Peak Fire Department for their remarkable efforts in reporting and extinguishing the fire that was at the Highland City library on January 1, 2026. She presented them with certificates of recognition.

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

November 18, 2025

b. Approval of Meeting Minutes General City Management

Stephannie Cottle, City Recorder

December 2, 2025

c. Approval of Meeting Minutes General City Management

Stephannie Cottle, City Recorder

December 11, 2025

d. Approval of Meeting Minutes General City Management

Stephannie Cottle, City Recorder

January 6, 2026

e. Ratification of Large Purchases General City Management

David Mortensen, Finance Director

The City Council will consider the ratification of large purchases made during December 2025.

f. Central Utah 911 Alternate Board Member Appointment General City Management

Brittney Bills, Mayor

The City Council will consider Mayor Brittney P. Bills' appointment of Liz Rice as an alternate to the Central Utah 911 Board of Directors.

The Central Utah 911 Alternate Board Member Appointment item was moved to the February 3, 2026 meeting.

Council Member Courtney noted he had amendments to Items 3a and 3c that were distributed to all Council Members and made publicly available.

Council Member Smith requested that Item 3e (Ratification of Large Purchases) be removed for discussion.

Council Member Doug Courtney MOVED to approve the amended consent agenda, including the amendments to

the minutes as distributed.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Courtney</i>	<i>Yes</i>
<i>Council Member Liz Rice</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

Regarding Item 3e (Ratification of Large Purchases), Council Member Smith asked questions about payments made to American Fork Irrigation, Lehi Irrigation, and Highland Conservation. Public Works Director Trusty explained these were annual payments and estimated that American Fork Irrigation represents about 20 percent of Highland's water portfolio, with Highland being the second largest shareholder after American Fork City.

Finance Director Mortensen clarified that the large payment to TSSD (Timpanogos Special Service District) in December represented two months of usage charges (October and November). Council Member Smith expressed concern about the lack of elected officials on the TSSD board despite their authority to raise fees and impact fees, suggesting future discussions with other mayors on this topic.

Council Member Courtney pointed out that Highland had prepaid American Fork irrigation fees to help offset costs for the debris basin at the mouth of the canyon, and the city would be reimbursed for the approximately \$200,000 payment made in advance.

Council Member Scott L. Smith MOVED to approve consent 3e.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Courtney</i>	<i>Yes</i>
<i>Council Member Liz Rice</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

4. ACTION ITEMS

Items in this section are to be acted upon individually by the City Council. A report will be given on these items.

a. PUBLIC HEARING: General Plan, Comprehensive Update and Amendment, Public Hearing General Plan Amendment (Legislative)

Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will discuss the proposed comprehensive update and amendment to the General Plan, including the master transportation plan; hold a public hearing; and adopt the draft amended General Plan if ready to do so.

Assistant City Administrator/Planner Jay Baughman presented the comprehensive update to the General Plan, focusing on changes since the December meeting. He explained that summary bullets for Canal Boulevard and Alpine Highway on Page 48 needed to be switched due to an error. He noted that the correct arrangement could be found on Page 35 of the Transportation Master Plan. There were also duplicate bullet points on Page 50 that needed to be removed. The General Plan update was publicized in the December newsletter and through postcards mailed earlier in the month, resulting in three public comments.

Mayor Bills opened the public hearing at 6:23 p.m.

David Wilkins expressed support for making the city more walkable and accessible, noting his disappointment upon moving to Highland in 2021 and discovering limited walkability in his area.

Chris Howden thanked everyone involved in creating the General Plan and requested the Council consider future funding to extend the Bull River Trail to 6000 West and then along 6000 West to SR 92, creating a connected trail system. He clarified that neighbors were not opposed to the trail along 6000 West, contrary to previous statements.

Jay Wenzel, a young resident, spoke about the need for sidewalks on 9600 North to improve safety for children biking to school.

Mayor Brittney P. Bills closed the public hearing at 6:30 p.m.

Council Member Rice asked Mr. Wenzel if he has ideas or an opinion about what should be done on 9600 North. Mr. Wenzel mentioned the need for sidewalks for kids walking or biking to school and that people regularly exceed the speed limit on this road and that clearer speed signage is needed.

Council Member Rice expressed concerns about statements in the plan regarding Canal Boulevard, particularly the phrase "no road improvements are proposed." She also suggested changing "urban improvements" to "semi-urban improvements" on 9600 North and advocated for adding a traffic calming section to the plan.

Council Member Campbell agreed with adding traffic calming language, especially for 9600 North, noting that the 25-mph speed limit is consistently exceeded. He supported removing language stating "no planned improvements" for any road in the City.

Council Member Courtney suggested adding a separate traffic calming section on Page 51 rather than modifying the active transportation section, proposing language that the city should prioritize using its traffic calming toolkit, particularly on 9600 North and parts of Canal Boulevard.

Council Member Smith provided historical context about Canal Boulevard and Alpine Highway boundaries, noting that all of Canal Boulevard is within Highland's limits. He also addressed the mix-up between Alpine Highway and Canal Boulevard descriptions in the document.

After extensive discussion, the Council agreed to make four changes to the General Plan:

1. Switching the bullet points between Alpine Highway and Canal Boulevard sections
2. Changing the Canal Boulevard definition to run from North County Boulevard to 6800 West
3. Striking the word "urban" from the proposed improvements for 9600 North
4. Extending the 6000 West trail to SR 92 in the plan

Council Member Kim Rodela MOVED that the City Council adopt the comprehensive update and amendment to the Highland City General Plan and Transportation Master Plan, incorporating the four changes and
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additions approved by the City Council as follows:

1. *On pg. 48 of the General Plan, switch bullets underneath the sections for Canal Blvd and Alpine Hwy.*
2. *On pg. 48 of the General Plan, change Canal Blvd to say it is from North County to 6800 W, instead of Alpine Hwy to 6800 W.*
3. *On pg. 48 (pg. 50) of the General Plan, strike the word "urban" in the changes related to 9600 North.*
4. *On pg. 112 of the General Plan, extend the trail down 6000 W to SR92.*

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Courtney</i>	<i>Yes</i>
<i>Council Member Liz Rice</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. PUBLIC HEARING/ORDINANCE: Right of Way Closure - 11200 North General City Management

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider adopting an ordinance to indefinitely close and convert to trail and active transportation purposes the unpaved portion of the 11200 North right-of-way.

City Attorney Rob Patterson presented the indefinite closure of the unpaved portion of 11200 North right-of-way. He explained that the Council had previously directed staff to vacate the property, but research showed that if vacated, the property would automatically revert to adjacent property owners. Instead, the proposal was to indefinitely close the section and convert it to trail and utility purposes, which would allow the city to retain ownership and maintain utility lines that run underneath it.

Mayor Bills opened the public hearing at 7:08 p.m.

David Wilkins expressed support for permanently closing this section of road, noting that any opportunity to turn it into a road effectively disappeared years ago.

Mayor Bills closed the public hearing at 7:09 p.m.

Council Member Smith commented on the balance between quality of life and transportation needs, noting that while connecting the road might make logical sense from a transportation perspective, residents clearly preferred keeping their neighborhoods quiet and safe without additional thoroughfares.

Council Member Rodela explained that while she typically makes decisions based on what is best for the entire City, she respected the residents' desires to protect their neighborhood.

Council Member Liz Rice MOVED that City Council adopt the proposed findings and ordinance to indefinitely close and convert to trail and active transportation purposes the unpaved portion of the 11200 North right-of-way.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Courtney</i>	<i>Yes</i>
<i>Council Member Liz Rice</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

c. PUBLIC HEARING/ORDINANCE: Fiscal Year 2025-2026 Mid-Year Budget

Adjustments General City Management

David Mortensen, Finance Director

The City Council will consider amending the fiscal year 2025-2026 budget for various items as shown in the attached exhibit.

Finance Director David Mortensen presented the mid-year budget adjustments affecting five city funds: General Fund adjustments included:

- Expenses for library director recruitment
- Funding for Everbridge and Yoppify communication systems (Yoppify was previously covered by a grant that has now expired)
- Staff phone reimbursement that was overlooked in the original budget
- Using insurance proceeds from a stolen Public Works truck to purchase a service bed for an existing truck
- Moving the Youth Council budget from the City Council department to City Events department

Cemetery Fund adjustment for completion of a cemetery study with Zions Public Finance that crossed fiscal years.

Library Fund adjustments for:

- Increased mileage reimbursement for library staff transporting books between libraries in the Timpanogos Library Consortium
- Replacement of staff chairs in disrepair, using Library Board-authorized fund balance

Utility fund adjustments for previously approved change orders for sewer slip lining and the Hanover Sewer Repair projects.

Mayor Bills opened the public hearing at 7:27 p.m.

There were no public comments.

Mayor Bills closed the public hearing at 7:27 p.m.

Council members asked questions about the stolen truck incident, with City Administrator Wells explaining it occurred over a weekend and wasn't discovered until Monday. Council Member Campbell requested better notification to the Council about significant incidents like stolen vehicles. There was continued discussion about the stolen vehicle with staff informing the Council that the City had implemented security improvements including a locking gate at the Public Works building, and is exploring vehicle tracking options.

Council Member Scott L. Smith MOVED that City Council adopt the ordinance amending the Highland City
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fiscal year 2025-2026 budget as shown in the included exhibit and as presented by staff.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Courtney</i>	<i>Yes</i>
<i>Council Member Liz Rice</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

d. RESOLUTION: Canal Boulevard Speed Limit *General City Management*

Chris Trusty, City Engineer/Public Works Director

The City Council will consider increasing the speed on Canal Boulevard between North County Boulevard and Alpine Highway.

City Engineer/Public Works Director Chris Trusty presented findings on traffic calming measures implemented on the eastern section of Canal Boulevard between Alpine Highway and North County Boulevard. These measures included optical speed bars, a rapid flashing beacon at Featherstone Drive, and driver feedback speed signs. The measures resulted in a modest reduction in speeds, with average speeds decreasing from 36 to 34 mph and 85th percentile speeds dropping from 40 to 38 mph.

Based on the city's guidelines for determining speed limits, staff recommended increasing the speed limit from 30 to 35 mph on this section. The criteria considered included traffic counts over 10,000 ADT, fewer driveway accesses, road geometry, and absence of schools or parks along this section.

Council Member Smith expressed concerns about increasing the speed limit, noting that high school students frequently cross this road improperly despite the underpass, and the curvilinear nature of the road presents safety challenges. He worried that increasing the speed limit could create pressure to raise limits on other sections of Canal Boulevard and lead to safety issues for cyclists using the bike lanes.

Council Member Rodela supported the staff recommendation, noting that when 85% of drivers are travelling at around 40 mph, setting a speed limit that matches actual driving behavior improves safety. She highlighted the differences between this section of Canal Boulevard and other sections, including the presence of concrete fences rather than residential driveways.

Council Member Rice opposed the increase, citing concerns about noise, potential UDOT involvement, accident severity, and maintaining Highland's character rather than facilitating faster travel through the city.

Council Member Campbell, who initially favored increasing the speed limit, changed his position after driving the road at 35 mph and finding the optical speed bars effective at slowing traffic. He noted the current average speed of 34 mph with a 30-mph limit and worried that increasing to 35 mph would lead to actual speeds of 40 mph.

Council Member Courtney acknowledged being torn between following the established guidelines for setting speed limits and addressing the safety concerns raised.

Council Member Scott L. Smith MOVED that City Council deny Resolution 2025 Establishing a Speed Limit for Highland City Council FINAL DRAFT Minutes ~ January 20, 2026

a Portion of Canal Boulevard and leave the speed limit of Canal Boulevard between North County Blvd and the Alpine Highway at 30 MPH.

Council Member Liz Rice SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>No</i>
<i>Council Member Liz Rice</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>No</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 3:2

e. RESOLUTION: Open Space Sale Rate Policy *General City Management Jay Baughman, Assistant City Administrator/Community Development Director*

The City Council will consider options for, and a resolution, designating the value of orphan parcels and other City-owned land for 2026. The Council will take appropriate action.

Assistant City Administrator/Planner Jay Baughman presented two methodologies for determining the sale rate of city-owned orphan parcels for 2026:

1. Current methodology (established in Resolution 2021-09): Using full-size lots with homes as samples and reducing the value by 25%, resulting in a rate of \$5.18 per square foot
2. Alternate methodology: Using recently sold orphaned parcels as the sample, resulting in a rate of \$5.72 per square foot

Council Member Rodela indicated her openness to either pricing methodology but leaned toward supporting the alternative method. She inquired whether past sales of orphan properties had been hindered by the original rates. She garnered confirmation that, while complaints about pricing arose, ultimately, many residents proceeded with purchases. Consequently, she concluded that the alternative approach was acceptable. Council Member Campbell agreed.

Council Member Rice, reflecting on her prolonged involvement with open space issues, expressed an inclination to favor the increase suggested in the alternate methodology. She viewed the adjustment as a reflection of the rising property market in Highland and endorsed the higher valuation for orphan parcels.

Council Member Smith provided historical context on the open space neighborhoods, explaining that the original concept created many small orphan parcels that became maintenance challenges for the city. He noted that allowing residents to purchase these parcels adjacent to their homes improved maintenance and resolved contentious issues, while also generating property tax revenue.

Council Member Cortney recommended continuing the item until the first meeting in February to properly replace Resolution 2021-09 with a new resolution adopting the alternate methodology. He emphasized the importance of adhering to established processes, explaining that once a resolution has been passed, he prefers to follow it unless officially changed. He pointed out that the current resolution mandates the use of the existing method to determine the value of orphan parcels and changing it without updating the resolution would not align with the procedural integrity he values.

City Attorney Patterson acknowledged Council Member Cortney's concerns and stated that while it would be better to have a formal process outlined, adopting the code would still technically meet the requirements for now.

He suggested that the staff could implement a check-in system to remind them to reassess the map in compliance with the requirements.

Council Member Doug Cortney MOVED to CONTINUE until the next meeting and come back with a new resolution to replace R-2021-09 with the alternate methodology.

Council Member Ron Campbell SECONDED the motion.

Council Member Rice raised a question, acknowledging her openness to continuing the item but seeking clarification on the need for a new resolution. She queried whether a change to the resolution was truly necessary. Council Member Cortney responded that he preferred to change the existing methodology officially through a new resolution to adhere to procedural integrity. As the current resolution mandates the use of the original method to determine the value of orphan parcels, any change without officially updating the resolution would circumvent the established process. He emphasized the necessity to replace the resolution before implementing the alternate methodology.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Liz Rice</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>No</i>

The motion carried 4:1

f. ORDINANCE: Wildland Urban Interface (WUI) Boundary & Building Code Municipal Code Update (Legislative)

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider adopting the state wildland urban interface code.

City Attorney/Planning & Zoning Administrator Patterson explained that House Bill 48 requires cities to adopt the Wildland Urban Interface (WUI) code to maintain state reimbursement for wildfire fighting costs. He presented two components:

1. The WUI code, which includes requirements for fire-resistant construction, sprinkler systems, and defensible space for new construction and remodels in designated areas
2. A proposed map designating areas where the code would apply, primarily following the mountain, washes, and ravines

Council Member Rice shared experiences from her interactions with insurance agents, who indicated significant reductions in premiums for compliant properties, emphasizing the long-term benefits of adopting such protective measures despite their initial cost.

Council Member Cortney raised concerns about the ordinance specifying that the WUI map must be reevaluated and updated every three years or more frequently if necessary. He emphasized the need for a non-person-dependent process to ensure that these reviews occur on schedule, suggesting the importance of establishing a systematic approach rather than relying on individual accountability.

Council Member Smith raised concerns regarding the financial implications for homeowners in areas designated as WUI zones. He shared worries that extensive remodeling could entail substantial costs for fire sprinkler installations and meeting the requirements for reduced vegetation to secure defensible space. Council Member Highland City Council FINAL DRAFT Minutes ~ January 20, 2026

Smith noted that such efforts could impact affordability and overall project feasibility for residents looking to remodel or expand their homes. Mr. Patterson addressed Council Member Smith's concerns regarding the code impacting remodeling projects. He clarified that the code would apply to any construction requiring a building permit. While not every project would necessitate a new sprinkler installation, and there are options like creating firewalls, applying the code could mean updating sections involved in alterations to comply with fire resistance standards. Consequently, while smaller remodels might avoid sprinkler requirements, the fire prevention regulations could still impose additional costs.

Council Member Rice responded to Council Member Smith's concerns, suggesting that while there's an upfront expense associated with these upgrades, they could potentially lead to reduced insurance premiums. She elaborated that these improvements not only provide essential safety enhancements but could translate into financial relief through insurance benefits, as insurance companies might offer discounts for homes that adhere to rigorous fire safety standards.

Council Member Rodela expressed support for the proposed WUI code, noting that listening to the fire safety experts makes it clear that the code is necessary for mitigation efforts. She emphasized that it is less expensive to assert precautionary fire safety measures, such as installing a sprinkler system, than it would be to replace an entire house. She stated she would defer to the expertise of the fire chief on identifying and implementing these boundaries.

Fire Chief Patten discussed the significance of the WUI (Wildland Urban Interface) code in ensuring the prevention of fires from spreading between homes and nearby wildland areas. He underscored that the code's main purpose is to serve as an educational resource, helping residents comprehend and proactively address wildfire risks. Chief Patten highlighted instances like the fire that originated in a backyard in Cedar Hills, rapidly escalating into a significant wildfire that necessitated interventions from various fire departments and culminated in significant costs. He stated that despite its severity, Cedar Hills was protected from bearing the financial burden due to their compliance with WUI standards. Chief Patten explained that the code is critical in guiding residents through creating defensible spaces and using fire-resistant materials, thus minimizing the potential of a house fire turning into a widespread wildfire.

Council Member Ron Campbell MOVED that City Council adopt the ordinance adopting the state wildland urban interface code.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Courtney</i>	<i>Yes</i>
<i>Council Member Liz Rice</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Abstain</i>

The motion carried 4:0

The Council agreed to review the proposed WUI map at the next meeting, with Council Members requesting more specifics about implementation costs and educational materials for affected residents.

g. ACTION: Authorization for the Purchase of a Backhoe *General City Management*

Chris Trusty, City Engineer/Public Works Director

The City Council will consider the purchase of a backhoe for the culinary water department.

City Engineer/Public Works Director Chris Trusty presented two options for replacing the city's backhoe after the lease expired in December 2025:

1. Purchase the existing 2020 CAT 420E backhoe for \$52,500, which has only 584 hours of use and an estimated 10-15 years of remaining service life.
2. Enter a new 5-year lease for a new backhoe at \$22,000 per year, almost double the previous lease cost.

Council Member Campbell asked about the age of the backhoe. Mr. Trusty noted it is five years old with an estimated remaining service life of 10 to 15 years, bringing its total lifespan to about 20 years. Council Member Campbell also inquired about the budget, with Mr. Trusty confirming that \$12,000 per year was previously budgeted for this matter. The Council could consider a year-end budget adjustment to identify funding to purchase the backhoe for \$52,500. Mr. Trusty also confirmed that security measures had been implemented to prevent theft of equipment, including secured gates and air tagging of larger equipment.

Council Member Rice asked how much a new backhoe would cost. Mr. Trusty stated he is unsure of the purchase price of a new backhoe, but the lease per year for a new backhoe would be \$22,000 per year.

Council Member Scott L. Smith MOVED that City Council approve the purchase of a 420 backhoe for \$52,500 from CAT.

Council Member Liz Rice SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Courtney</i>	<i>Yes</i>
<i>Council Member Liz Rice</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

5. EXPEDITED ITEMS

Items in this section are to be acted upon individually by the City Council. These items have previously been discussed by the Council. No report will be given.

a. RESOLUTION: Lone Peak Interlocal Agreement Amendment General City Management
Erin Wells, City Administrator

The City Council will consider adopting changes to the Lone Peak Public Safety Interlocal Agreement, that would lock in the new assessment formula for the Fire Department for a period of three years.

City Administrator Erin Wells explained that Alpine City Council had approved Highland's proposed ILA amendment in January with one small change: locking in the formula (not the actual payment amount) for three years to provide budget stability. Alpine also asked the Lone Peak Board to consider using fund balance to ease into the new formula as part of the budget process, but this was not included in the ILA amendment.

Council members expressed appreciation for the difficult work done by the Lone Peak Safety Board to reach this agreement while maintaining the relationship between Highland and Alpine.

Council Member Liz Rice MOVED that City Council approve the resolution Approving and Adopting Amendments to the Interlocal Cooperation Agreement Between Alpine City and Highland City Governing the

Lone Peak Public Safety District.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Liz Rice</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: Plat Amendment: Sunrise Farms-Dry Creek Lot Line Adjustment and Conservation Easement Vacation Land Use (Administrative)

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider a request to amend lot 105 of Sunrise Farms and lot 6 of Dry Creek Phase 1 to adjust their mutual boundary line and to vacate a portion of a private conservation easement.

City Attorney Rob Patterson presented a request to amend lot 105 of Sunrise Farms and lot 6 of Dry Creek Phase 1 to adjust their mutual boundary line and vacate a portion of a private conservation easement. He noted that the applicants had obtained approval from the Dry Creek HOA, and staff would ensure that conservation easement notes would be included on the plat.

Council Member Kim Rodela MOVED that City Council accept the findings and APPROVE the proposed subdivision plat amendment.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Liz Rice</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

c. ACTION: Award of Mitchell Hollow Trail Construction Bid General City Management

Chris Trusty, City Engineer/Public Works Director

The City Council will consider awarding a bid to VANCON Inc. in the amount of \$2,025,100 for the construction of the Mitchell Hollow Trail.

City Engineer/Public Works Director Trusty reported that the City received eleven competitive bids for the Mitchell Hollow Trail project, with VANCON Inc. submitting the lowest bid at \$1,800,000.

Council Member Smith noted it is important for the public to understand that while \$2 million seems significant for a trail, the funding is coming from MAG (Mountainland Association of Governments), which collects money from throughout Utah County.

Council Member Doug Cortney MOVED that City Council approve the bid award to VANCON Inc. in the amount up to \$2,025,100 for the construction of the Mitchell Hollow Trail.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Liz Rice</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

d. RESOLUTION: Utah County Interlocal Agreement for Mitchell Hollow Trail General City Management

Chris Trusty, City Engineer/Public Works Director

The City Council will consider the approval of an interlocal agreement between Utah County and Highland City for the funding of improvements to the Mitchell Hollow Trail.

City Engineer/Public Works Director Chris Trusty presented an interlocal agreement with Utah County to fund the Mitchell Hollow Trail project that was just approved. He explained that the Utah County Public Works Director realized they hadn't put this agreement in place despite coordinating on the design.

Council Member Cortney suggested creating a checklist to ensure such agreements are in place before projects proceed.

Council Member Kim Rodela MOVED that City Council approve the Interlocal Agreement between Utah County and Highland City for the funding of improvements to the Mitchell Hollow Trail.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Liz Rice</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

e. ACTION: Surplus of Excess Water Meters General City Management

Chris Trusty, City Engineer/Public Works Director

The City Council will consider surplussing 300 1-inch water meters.

This item will be discussed at the February 3, 2026 meeting.

6. COMMUNICATION ITEMS

Items in this section are for notification and update. No final action will be taken.

a. Update on Potential Independent Chamber of Commerce General City Management
Ron Campbell, Council Member, Liz Rice, Council Member

Council Members Rice and Campbell provided an update on the formation of a Highland-Alpine Chamber of Commerce. Council Member Campbell explained that Highland had previously been part of the American Fork Chamber, paying \$3,500 annually in membership fees. Local businesses expressed interest in forming their own chamber, and Highland resident Rob Crawley has taken the lead in organizing the effort.

An organizing committee of eight members, including Council Members Rice and Campbell, has been formed. The group is working to establish a 501(c)(6) organization, with assistance from Melissa Clark, who helped establish Eagle Mountain's Chamber. Proposed membership fees would be \$250 for businesses and \$150 for home-based businesses.

Council Member Campbell noted that once established, the City would consider becoming a member of the Chamber but emphasized that the Chamber should remain independent from the City. He suggested that in the future, the Chamber could help with event planning and business promotion.

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.

At 9:06 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 the character, professional competence, or physical or mental health of an individual, as provided by Utah Code Annotated §52-4-205.

Council Member Doug Courtney SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Courtney</i>	<i>Yes</i>
<i>Council Member Liz Rice</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

Council Member Doug Courtney MOVED to adjourn the CLOSED MEETING and Council Member Liz Rice SECONDED the motion. All voted in favor and the motion passed unanimously.

The CLOSED MEETING adjourned at 9:48 pm.

ADJOURNMENT

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

The meeting adjourned at 9:49 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 January 20, 2026. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC
City Recorder

DRAFT



CITY COUNCIL AGENDA REPORT

ITEM #3b

DATE: February 3, 2026
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Stephannie Cottle, City Recorder
SPONSORED BY: Brittney Bills, Mayor
SUBJECT: Central Utah 911 Alternate Board Member Appointment
TYPE: General City Management

PURPOSE:

The City Council will consider Mayor Brittney P. Bills' appointment of Liz Rice as an alternate to the Central Utah 911 Board of Directors.

STAFF RECOMMENDATION:

Staff recommends adopting the resolution confirming the appointment of Liz Rice as an alternate to the Central Utah 911 Board of Directors.

PRIOR COUNCIL DIRECTION:

N/A

BACKGROUND:

On January 6, 2026, the City Council appointed Doug Courtney as the representative to the Central Utah 911 Board. Upon closer examination of the Interlocal Agreement, each member making an appointment to the Board is also required to have an alternate. This action is meant to fulfill this requirement of the Interlocal Agreement.

FISCAL IMPACT:

N/A

MOTION:

I move that the City Council adopt the resolution confirming Mayor Bills' appointment of Liz Rice as an alternate to the Central Utah 911 Board of Directors.

ATTACHMENTS:

1. Resolution - Appointing Liz Rice as an Alternate to the Central Utah 911 Board of Directors
2. Central Utah 911 Second Interlocal Agr

**A RESOLUTION OF THE HIGHLAND CITY COUNCIL APPOINTING LIZ RICE AS AN
ALTERNATE TO THE CENTRAL UTAH 911 BOARD OF DIRECTORS**

WHEREAS, the Board of County Commissioners of Utah County and several cities in Utah County initiated proceedings to create an interlocal entity to provide consolidated 911 and emergency dispatch services within Utah County to be known as Central Utah 911 Dispatch (the “Dispatch”); and

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

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

1. That Liz Rice, City Council Member, is hereby appointed as its alternate representative to the Central Utah 911 Dispatch.
2. That this resolution shall remain in effect until repealed by another resolution appointing a different alternate representative to the Central Utah 911 Dispatch.
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 or policy for grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council
4. The provisions of this resolution shall take effect immediately upon approval.

PASSED and APPROVED this 3rd day of February 2026.

HIGHLAND CITY, UTAH

Brittney P. Bills
Mayor

ATTEST:

Stephannie B. Cottle
City Recorder

SECOND AMENDED INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE ACTION OF CENTRAL UTAH 911

This Interlocal Agreement for Joint and Cooperative Action Amending the Central Utah Regional Dispatch Agency (the “Agreement”) is made by and among Utah County (Utah), Juab County (Juab), Alpine City (Alpine), American Fork City (American Fork), Cedar Fort Town (Cedar Fort), City of Cedar Hills (Cedar Hills); Eagle Mountain City (Eagle Mtn), Elk Ridge City (Elk Ridge), Fairfield Town (Fairfield), Genola Town (Genola), Town of Goshen (Goshen), Highland City (Highland), Lehi City (Lehi), Payson City (Payson), Pleasant Gove City (Pleasant Grove), Salem City (Salem), Santaquin City (Santaquin), City of Saratoga Springs (Saratoga Springs), Spanish Fork City (Spanish Fork), City of Vineyard (Vineyard), City of Woodland Hills (Woodland Hills), and Nephi City (Nephi) (sometimes referred to herein individually as a “Party” and collectively as the “Parties”), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the “Act”). This Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

RECITALS

- A. The Act allows public agencies to jointly exercise any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents.
- B. The Act provides that the public agencies may create a legal entity to exercise such powers, privileges, or authority.
- C. The Parties share a common interest in providing dispatching emergency services for public safety agencies in unincorporated Utah and Juab Counties, as well as various cities identified herein located in Utah and Juab Counties.
- D. The Parties recognize that the health and safety of residents and visitors of the Parties depend on prompt and efficient dispatch of emergency services and the Parties will exercise the powers, privileges, and authority granted through the laws of the State of Utah to achieve this purpose.
- E. The Parties have found that prompt and efficient dispatching of emergency services can best be achieved by sharing resources, thus achieving economies of scale, minimizing duplication of costs, and eliminating artificial boundaries.
- F. The Parties have determined that joint and cooperative action of the Parties in operating through a separate legal entity established under authority of the Act will help

implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and visitors, and provide other benefits.

H. The Parties hereto desire to jointly enter into this Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby contract, covenant, and agree as follows:

SECTION 1 - AMENDMENT

The Parties hereby amend that separate legal and administrative interlocal entity known as “Central Utah 911,” empowered under the authority of the Act to be a public agency and political subdivision of the State of Utah (the “Agency”) by adding Pleasant Gove as a member of the Agency and modifying how new members in Utah and Juab Counties may be added.

SECTION 2 - DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Section, as well as such other meanings as are clear from the context:

Act: the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq.

Alternate Director: an individual appointed as an alternate to a Director as provided in this Agreement.

Agency: the Central Utah 911 Agency as amended pursuant to this Agreement.

Agency Service Area: that area serviced by the Agency, as shown on the map attached hereto as Exhibit A.

Board: the Board of Directors of the Agency, which is the governing body of the Agency.

Director: an individual appointed by a Member to serve on the Board as provided herein.

Dispatch: the act of receiving and calling out emergency services, including 911 calls, generally related to police, fire, ambulance (EMT, paramedic, etc.), or search and rescue. The events require dispatch to stay in contact with the emergency services until the incident is completed.

Facility: any property or works owned, operated, or used by the Agency in connection with the advancement of the purposes for which the Agency was created,

including, without limitation, buildings and other structures, wherever such facilities may be located, computer equipment and radios used to dispatch, relay devices and towers, and other real or personal property deemed necessary to fulfill the purposes of the Agency.

Member(s): public agencies consisting of Utah County, Juab County, Alpine City, American Fork City, Cedar Fort Town, City of Cedar Hills, Eagle Mountain City, Elk Ridge City, Fairfield Town, Genola Town, Town of Goshen, Highland City, Lehi City, Nephi City, Payson City, Pleasant Grove City, Salem City, Santaquin City, City of Saratoga Springs, Spanish Fork City, City of Vineyard, and the City of Woodland Hills, which currently constitute all of the Parties to this Agreement, and any additional Members admitted as provided in this Agreement.

Non-Member Contracting Entity: a public entity which provides emergency services that elects, by contract, to have the Agency provide dispatch services for it.

Public Entity: a political subdivision of the State of Utah or any agency of the federal government.

SECTION 3 – AGENCY PURPOSES

A. The purposes of the Agency are to:

1. dispatch emergency services for the public safety departments of its Members;
2. operate, administer, manage, repair, and replace equipment necessary to dispatch emergency services;
3. enjoy economies of scale and other benefits made possible through the joint and cooperative action of the Members;
4. train dispatchers to promptly and efficiently dispatch emergency services, to work with emergency services personnel through the conclusion of an incident, and to calm and direct members of the public who make 911 or other emergency calls to the dispatch center.

B. The Parties recognize that the accomplishment of such purposes are in the best interests of and promote the health, safety, and general welfare of the Parties and their respective residents and visitors.

SECTION 4 – POWERS

A. In order to accomplish the purposes of the Agency, it shall, without limitation, have the power to:

1. Own, acquire, finance, operate, maintain, repair, and replace Facilities and lease and/or dispose of such Facilities;
2. Employ and train dispatchers to work with emergency services personnel to provide emergency services to the public;

3. Enter into contracts with public and private entities, as deemed beneficial by action of the Board;
4. Prepare, update, and implement capital improvement plans;
5. Consult and participate with the State of Utah, and other government entities on issues relating to emergency services, dispatching, allocation of funding and resources, and otherwise cooperate to provide prompt and efficient dispatching of emergency services;
6. Acquire, possess, lease, encumber, and dispose of personal and real property;
7. Contract with Non-Member Contracting Entities that wish to have the Agency dispatch for them;
8. Contract for the provision of services to or from the Agency;
9. Contract for professional services consultants;
10. Employ such persons as it deems necessary;
11. Borrow money or incur indebtedness, including the issuance of revenue and other bonds, notes, and other obligations as permitted by law;
12. Pledge, assign, or otherwise convey as security for the payment of any indebtedness, the Agency's revenues and receipts;
13. Exercise the power of eminent domain as authorized under the Act;
14. Take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient, or appropriate to accomplish its purposes or carry out any of its purposes or powers;
15. Contract for property, liability, and other insurance coverages and contracts as needed to protect the Agency, its Members, Directors, officers, and employees from and against any claim and/or loss; and
16. Exercise all powers now or hereafter granted to an Interlocal entity pursuant to the Act.

SECTION 5 – GOVERNANCE

A. Board of Directors

1. The Agency shall be governed by a Board of Directors consisting of one director appointed by each Member (“Directors”).
2. Each Director shall serve at the pleasure of the Member who appointed them and continue to serve until his or her successor is appointed and qualified. If a Director resigns, dies, is removed, or is otherwise unable to finish their service, the Alternate Director shall act in the stead of the Director who is no longer available. Thereafter the Member shall appoint a new Director or a new Alternate Director in accordance with Section 5(A)(1) and 5(B)(2).

B. Transaction of Board Business; Alternate Directors

1. Votes Required for Board Action. It requires a majority weighted vote of the Board, as set forth in the by-laws, to pass any measure.

2. Alternate Directors. Each Member making an appointment to the Board shall also appoint an Alternate Director for each Director it appoints to the Board, following the procedure set forth in Section 5(A)(1). The Alternate Director shall have no vote, except in the absence of the Director for whom he/she is an alternate, in which event the Alternate Director shall be authorized to cast a vote in place of the absent Director.

C. **Board Meetings**. The Board shall hold a regular Board meeting on a monthly basis, as scheduled by the Board, and may call and convene such other special Board meetings as shall be necessary to accomplish its work.

D. **Committees**.

1. Committees. The Board may appoint such committees and sub-committees as necessary for the Agency to exercise its powers in the accomplishment of its purposes.

SECTION 6 – OFFICERS

A. **Board Officers**. The Board shall appoint from among its Directors a chair, vice chair, and secretary/treasurer. The chair and vice chair shall be appointed to serve one year terms, and may serve up to three consecutive terms. The secretary/treasurer may be appointed to serve up to a three-year term, but may not serve consecutive terms. Except for the initial terms, all terms shall commence and end with the beginning and ending of the Agency's fiscal year. The initial chair and vice chair may serve the balance of the initial fiscal year, plus the next full fiscal year. The initial secretary/treasurer may serve the balance of the initial fiscal year, plus the next two full fiscal years. At least one of the Board Officers shall represent Juab or Nephi until June 30, 2021 after which officers may be elected from any of the Members' directors.

B. **Executive Director**. The Board may appoint an executive director, who shall be a paid employee of the Agency. The executive director shall be employed at the discretion of the Board and shall be responsible to the Board for the proper and efficient administration of the Agency. The executive director shall plan, organize, and direct Agency activities as directed by the Board, appoint and, subject to applicable law, remove employees, authorize expenditures within the budget approved by the Board, and take such other actions which are authorized from time to time by the Board.

SECTION 7 – FISCAL YEAR

The fiscal year for the Agency shall be from and including July 1 through the following June 30.

SECTION 8 – BUDGET AND FINANCING

- A. **Budgets**. The budget for the Agency shall be established and maintained by the Board. Tentative budgets shall be prepared by the Board on or before March 1 each year and submitted to each Director. The final budget shall be adopted by the Board during June of each year.
- B. **Funding and Assessments**. 911 monies from each Member will be assigned to the Agency. In addition, the Agency shall make assessments to the Members to make up for the difference between the 911 monies and the costs to operate the Agency. Such assessments shall be apportioned among the Members on such basis as the Board determines proper, in its sole discretion. The Agency will notify Members of its proposed budget by March 1 of each year and invoice for the same on or about July 1 each year. Each Member shall pay the assessment within thirty (30) days of being invoiced. Any Member which does not pay assessments will subject them to expulsion from the Agency, or such other sanctions as the Board determines equitable under all the circumstances. A Director representing a Member or other entity which has not paid its assessment may not vote on any matter during any period in which the Member or other entity is delinquent on payment of any assessment.
- C. **Advances of Funds; Contributions**. Contributions or advances of funds or of personnel, supplies, equipment, or property may be made to the Agency by any Member or Non-Member Contracting Entity to accomplish the purposes of the Agency. Any such advance may be made subject to reimbursement as agreed by the Member, any Non-Member Contracting Entity, and the Agency.
- D. **Project Financing**. A Project may be financed in whole or in part by the issuance of bonds and/or notes of the Agency payable from or secured by the revenues and receipts derived from the ownership and operation of such Project. No Member, nor any entity represented on the Agency Board, shall be liable for any bond, note, indebtedness, or other obligation incurred by the Agency, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its contracts with the Agency related to each separate Project.

SECTION 9 – TERM

The Agency shall exist for the later of fifty (50) years from the effective date of this Agreement, or five years after it has fully paid or otherwise discharged all of its indebtedness, as authorized by §11-13-204(3)(a) and (b) of the Act. Existing or future provisions of the Act allowing for a longer term automatically extend the term of this Agreement to the longest term allowed by the Act. An amendment to this Agreement may extend the term. The term shall commence when this Agreement is adopted by each Member and approved by an attorney for each Member, as provided in the Act, placed

with the keeper of records of each Member, and provisions of the Act required for initial formation of the Agency have been completed.

SECTION 10 – ADDING FUTURE MEMBERS

Governmental entities operating public safety departments that are located in Utah or Juab Counties may join the Agency by following the procedures in this section without the necessity of amending this Agreement. Future members are admitted when the Board has approved an application by an entity seeking admission to the Agency, the entity has adopted a resolution accepting the interlocal agreement, as it may have been amended at the time of admittance of the future member, executed the appropriate interlocal agreement, and paid the required membership fee.. Newly admitted members to the Agency will be assessed a membership fee equal to the pro-rata portion of the value of assets owned by the Agency at the time of admittance. The membership fee shall be determined by taking the value of the Agency assets and dividing that number by the proportion of each Member=s contribution to the total Agency budget for the previous fiscal year, along with what the New Member’s contribution would have been. Newly admitted members shall have equal footing with all Members upon being added as Members.

SECTION 11 – WITHDRAWAL

A Member may withdraw from the Agency subject to such terms and conditions as shall be specified in a withdrawal agreement between the Member and the Agency. Such withdrawal shall not affect any contractual liability of such Member to the Agency or to other Members. No Member shall be permitted to withdraw if such withdrawal would cause the Agency’s existence to terminate, or otherwise cause the Agency to be in violation of any contract or bond obligation set forth in any indenture, contract, or other agreement with any third party, except upon consent of the Board. A withdrawing Member is not entitled to receive any of the assets of the Agency upon its withdrawal. One year’s notice of intent to withdraw must be given prior to the end of a fiscal year.

SECTION 12 – TERMINATION

- A. The Agency shall be terminated and dissolved upon a unanimous vote of the Board.
- B. Upon termination, the Members are entitled to receive a distribution of Agency assets, based upon their individual capital contributions to the Agency. If capital contributions cannot be determined, the Members may distribute the assets in an equitable manner, as shall be determined by the Board in its discretion.
- C. If the Members cannot agree on an equitable distribution, they shall resort to mediation to resolve the conflict. If mediation does not resolve the disagreement, an arbiter shall be

chosen by the Board, who shall hear arguments of the Parties and make a distribution. The distribution made by the arbiter shall be final and non-appealable.

SECTION 13 – MISCELLANEOUS

- A. This Agreement is governed by the laws of the State of Utah.
- B. The Members and any Non-Member Contracting Entity shall not be deemed to be partners, joint venturers, or associated in any manner which obligates them for the debts, defaults, or mistakes of any other party, or which renders them liable for the debts or obligations of the Agency.
- C. Should any part, term, or provision of this Agreement be held by a court of proper jurisdiction as void, illegal, in conflict with any law, or otherwise rendered unenforceable, the validity of the remaining portions shall not be affected, unless the purposes of the Agency are thwarted thereby.
- D. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director.
- E. The Agency shall defend, indemnify, and hold harmless the Directors, officers, and employees for any action taken within the scope of the authority of the Agency.
- F. The Agency is entitled to the protections, obligations, and responsibilities conferred on public agencies by the Utah Governmental Immunities Act.
- G. This Agreement is unique to the Members hereof, and is, therefore, not assignable, though qualified public entities may be added according to the procedure set forth herein.
- H. This Agreement shall only be amended, in writing, upon the unanimous approval of the Members hereof.

SECTION 14 – NOTICE TO THE LIEUTENANT GOVERNOR

The governing body of each Party to this Agreement shall: (i) within 30 days after the date of the Agreement, jointly file with the Lieutenant Governor of the State of Utah a copy of a notice of an impending boundary action, as required in the Act; and submit to the recorders of Utah County and Juab County mylar plats showing the new boundaries of the Agency..

SECTION 15 – FILING OF THIS AGREEMENT

This Agreement shall take effect upon the filing of a fully-executed copy of this Agreement with the keeper of records of each of the Parties hereto.

NEPHI CITY

Authorized by Resolution No. _____, adopted on _____, 2020

NEPHI CITY by:

GLADE NIELSON, Mayor

Attest:

Lisa E. Brough, City Recorder

Approved as to form and compliance
with applicable law:

KASEY WRIGHT, City Attorney

JUAB COUNTY

Authorized by Resolution No. _____, adopted on _____, 2020

JUAB COUNTY by:

Clinton Painter,
County Commission Chair

Attest:

Alaina Lofgran, County Clerk

Approved as to form and compliance
with applicable law:

AnnMarie Howard, Deputy County Attorney

SPANISH FORK CITY

Authorized by Resolution No. _____, adopted on _____, 2020

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

Approved as to form and compliance
with applicable law:

VAUGHN PICKELL, City Attorney

PAYSON CITY

Authorized by Resolution No. ____, adopted on _____, 2020

PAYSON CITY by:

BILL WRIGHT, Mayor

Attest:

Sara Hubbs, City Recorder

Approved as to form and compliance
with applicable law:

Mark Sorenson, City Attorney

SALEM CITY

Authorized by Resolution No. _____, adopted on _____, 2020

SALEM CITY by:

KURT L CHRISTENSEN, Mayor

Attest:

JEFFREY D. NIELSON, City Recorder

Approved as to form and compliance with
applicable law:

VAUGHN PICKELL, City Attorney

UTAH COUNTY

Authorized by Resolution No. _____, adopted on _____, 2020

UTAH COUNTY by:

NATHAN IVIE,
County Commission Chair

Attest:

Bryan Thompson, County Clerk

Approved as to form and compliance
with applicable law:

JEFFREY R. BUHMAN
By Deputy

SANTAQUIN CITY

Authorized by Resolution No. ____, adopted on _____, 2020

SANTAQUIN CITY by:

KIRK HUNSAKER, Mayor

Attest:

Susan Farnsworth, City Recorder

Approved as to form and compliance
with applicable law:

Brett Rich, City Attorney

GENOLA TOWN

Authorized by Resolution No. ____, adopted on _____, 2020

GENOLA TOWN by:

MARTY LARSON, Mayor

Attest:

Lucinda Daley, Town Clerk

Approved as to form and compliance
with applicable law:

, City Attorney

AMERICAN FORK CITY

Authorized by Resolution No. _____, adopted on _____, 2020

AMERICAN FORK CITY by:

BRAD FROST, Mayor

Attest:

TERILYN LURKER, City Recorder

Approved as to form and compliance
with applicable law:

TIM MERRILL, City Attorney

ALPINE CITY

Authorized by Resolution No. _____, adopted on _____, 2020

ALPINE CITY by:

TROY STOUT, Mayor

Attest:

CHARMAYNE WARNOCK, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

LEHI CITY

Authorized by Resolution No. _____, adopted on _____, 2020

LEHI CITY by:

MARK JOHNSON, Mayor

Attest:

MARILYN BANASKY, City Recorder

Approved as to form and compliance
with applicable law:

RYAN WOOD, City Attorney

CITY OF SARATOGA SPRINGS

Authorized by Resolution No. _____, adopted on _____, 2020

CITY OF SARATOGA SPRINGS by:

JIM MILLER, Mayor

Attest:

CINDY LoPICCOLO, City Recorder

Approved as to form and compliance
with applicable law:

KEVIN THURMAN, City Attorney

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, adopted on _____, 2020

CITY OF CEDAR HILLS by:

JENNEY REES, Mayor

Attest:

COLLEEN MULVEY, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

EAGLE MOUNTAIN CITY

Authorized by Resolution No. _____, adopted on _____, 2020

EAGLE MOUNTAIN CITY by:

TOM WESTMORELAND, Mayor

Attest:

FIONNUALA KOFOED, City Recorder

Approved as to form and compliance
with applicable law:

JEREMY COOK, City Attorney

ELK RIDGE CITY

Authorized by Resolution No. _____, adopted on _____, 201_____

ELK RIDGE CITY by:

TY ELLIS, Mayor

Attest:

ROYCE SWENSEN, City Recorder

Approved as to form and compliance
with applicable law:

_____, City Attorney

CITY OF WOODLAND HILLS

Authorized by Resolution No. _____, adopted on _____, 2020

CITY OF WOODLAND HILLS by:

WENDY PRAY Mayor

Attest:

JODY STONES, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

HIGHLAND CITY

Authorized by Resolution No. R-2020-13, adopted on April 21, 2020

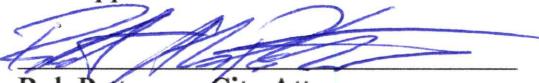
HIGHLAND CITY by:


ROD MANN, Mayor

Attest:


Stephannie Cottle, City Recorder

Approved as to form and compliance
with applicable law:


Rob Patterson, City Attorney

CEDAR FORT TOWN

Authorized by Resolution No. _____, adopted on _____, 2020

CEDAR FORT TOWN by:

DAVID GUSTIN, Mayor

Attest:

CARA LYON, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

FAIRFIELD TOWN

Authorized by Resolution No. _____, adopted on _____, 2020

FAIRFIELD TOWN by:

MICHAEL J. BURCH, Mayor

Attest:

CHYANNE SOFFEL, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

TOWN OF GOSHEN

Authorized by Resolution No. _____, adopted on _____, 2020

TOWN OF GOSHEN by:

STEVEN STAHELI , Mayor

Attest:

RACHEL PENA, Town Clerk

Approved as to form and compliance
with applicable law:

, City Attorney

CITY OF VINEYARD

Authorized by Resolution No. _____, adopted on _____, 2020

CITY OF VINEYARD by:

JULIE FULLMER, Mayor

Attest:

PAMELA SPENCER, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

PLEASANT GROVE CITY

Authorized by Resolution No. _____, adopted on _____, 2020

PLEASANT GROVE CITY by:

GUY L. FUGAL, Mayor

Attest:

KATHY T. KRESSER, City Recorder

Approved as to form and compliance
with applicable law:

CHRISTINE PETERSEN, City Attorney



CITY COUNCIL AGENDA REPORT

ITEM #4a

DATE: February 3, 2026
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Rob Patterson, City Attorney/Planning & Zoning Administrator
SPONSORED BY: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Boundary Adjustment with Highland City and Draper City
TYPE: General City Management

PURPOSE:

The City Council will consider approving the adjustment of the common municipal boundaries of Highland City and Draper City.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the Ordinance approving the adjustment of the common municipal boundaries of Highland City and Draper City.

PRIOR COUNCIL DIRECTION:

On March 31, 2022, Highland City entered into a Property Exchange and Boundary Line Agreement with Alpine Joint Ventures (AJV). Highland City received parcel 11:017:0157, referenced as the "Trail Parcel" in the agreement, and AJV received parcel 35:544:0050, referenced as the "Boundary Parcel." The trail parcel needs to be moved into Highland City boundaries and the boundary parcel needs to be moved into Draper City boundaries. The original purpose of this agreement with AJV was to give Highland City direct trail access into Draper City open space, as historic trail access north of the Angel's Gate trailhead crossed private property that has been at times restricted. Highland City used the property it acquired under this agreement with AJV to build a trail west of the City's irrigation pond that connects to Draper-owned open space.

On June 7, 2022, the City Council formally approved the surplussing of the "Boundary Parcel" and transferring it to Alpine Joint Ventures.

On December 2, 2025, the City Council adopted a resolution stating its intent to make adjustments to Highland's and Draper's common boundary to allow Highland to have its "Trail Parcel" and trail within Highland's boundaries and to allow AJV to have all of their property, including the "Boundary Parcel," in Draper City.

BACKGROUND:

After the Council adopted its resolution of intent to adjust the common boundaries of Highland City and Draper City on December 2, 2025, staff published notice of the proposed adjustment in accordance with state law. Under Utah Code 10-2-903, only a title holder of state-owned real property within the area subject to the boundary adjustment or an owner of private real property within the area subject to the boundary adjustment may file a protest. There were no protests filed by either of these categories of land

owners.

Staff did receive two objections to the proposal from property owners adjacent to the "Boundary Parcel"--the open space property near Beacon Hill that the City transferred to Alpine Joint Ventures. These objections are included with this report for the Council to review. However, because the property owned by these individuals is not located within the areas being annexed/adjusted, these objections are not valid protests. The Council may consider the objections in reviewing the proposed boundary adjustment, but there is no requirement under state law to deny the boundary adjustment or hold any further proceedings regarding the objections.

In staff's review of the objections, staff believes that the objections do not accurately reflect the original intent of the property exchange outlined in the agreement with Alpine Joint Ventures. The property exchange and proposed boundary adjustment were proposed by Highland City, not Alpine Joint Ventures. The intent of the adjustment and agreement, as discussed and approved by the Highland City Council in 2022, is explained in the agreement: "The City desires to obtain a portion of the AJV Parcel immediately adjacent to the City's Angel's Gate and Pond Parcels ... in order for the City to construct, maintain, and open a public trail that connects the Angel's Gate and Pond Parcels and trail head to the larger trail system within Draper City." It was Highland that initiated the exchange in order to obtain trail access for the benefit of Highland City residents.

Further, part of the consideration the City offered to AJV in order to acquire AJV's property was that the City "grants its consent to and agrees not to protest any request to disconnect the Boundary Parcel from City Boundaries for the purposes of allowing AJV to annex the Boundary Parcel into Draper City. ... The City further agrees to work with Draper City and AJV in good faith on a boundary adjustment or annexation process, as provided by law, to adjust the cities' mutual boundary to allow the Boundary Parcel to be annexed into Draper City." From the outset, the intent and goal was for Highland to get property for a trail and move that property into Highland, and for AJV to have its property annexed into Draper City.

Staff's recommendation is to carry out the original intent of the agreement with AJV, annex Highland-owned property into Highland, and allow AJV property to be annexed into Draper along with the rest of their property. The proposed ordinance included with this report approves the proposed boundary adjustment with Draper City and authorizes the mayor and staff to execute and file the necessary documents to complete that process.

FISCAL IMPACT:

No anticipated fiscal impact other than de minimis property tax loss due to the AJV private property moving into Draper City. The property is 0.3068 acres (~13,360 SF) and undeveloped. In 2025, the property was assessed a total of \$57.13 for Highland City general and library property taxes. This property was not assessed taxes prior to 2022, as it was owned by Highland City. The only reason this property has ever produced tax revenues for Highland City is because AJV agreed to exchange property with Highland City, and it has taken several years to complete the municipal boundary adjustment process, allowing Highland City to obtain tax revenues from a property that Highland agreed should be part of Draper.

MOTION:

I move that City Council adopt the ordinance approving the adjustment of the common municipal boundaries of Highland City and Draper City.

ATTACHMENTS:

1. O-2026 Adjusting the Common Boundaries Between Highland City and Draper City
2. Highland-Draper Boundary Adjustment Plat
3. Property Exchange and Boundary Line Agreement - Alpine Joint Ventures, Ltd.
4. Rob Foshee Annexation Opposition_Redacted
5. Sarah Compas Boundary Adjustment Protest_Redacted

**AN ORDINANCE ADJUSTING THE COMMON BOUNDARIES
BETWEEN HIGHLAND CITY AND DRAPER CITY**

WHEREAS, Title 10, Chapter 2, Part 9 of the Utah Code Annotated establishes a procedure for adjustment of the common boundaries between adjacent municipalities.

WHEREAS, Highland City shares certain common boundaries with Draper City.

WHEREAS, Draper City and Highland City each desire that certain property be transferred from one municipal jurisdiction to the other as outlined in the attached map;

WHEREAS, the property being transferred into Highland City will be adjacent to property within Highland City's R-1-40 zone;

WHEREAS, the City Council of Highland City approved Resolution No. R-2025-27 on December 2, 2025, stating its intent to adjust its common boundary with Draper City;

WHEREAS, the City Council of Highland City received no valid written protests to the proposed boundary adjustment by the deadline for receiving written protests;

WHEREAS, the City Council of Highland City held a duly noticed and advertised public hearing on February 3, 2026, to consider and receive public comment on the proposed boundary adjustment;

WHEREAS, after due consideration of any public comments on the proposed boundary adjustment, the City Council of Highland City finds that the proposed boundary adjustment is in the public interest and complies with all applicable requirements under governing law.

NOW, THEREFORE, BE IT ORDAINED BY THE Highland City Council as follows:

SECTION 1. The City Council has reviewed the proposed adjustment of the boundaries between Highland City and Draper City, wherein certain property will be removed from Draper City boundaries and annexed into Highland City boundaries and certain other property will be removed from Highland City boundaries and annexed into Draper City and has determined that no valid protests were filed protesting the adjustment, the adjustment is in the public interest, and the adjustment complies with the terms of Utah Code § 10-2-903.

SECTION 2. The City Council hereby approves the adjustment of the mutual boundary of Highland City and Draper City, as described above, with the new boundaries between the cities being more particularly described as follows:

Property From Draper City to Highland City

A PARCEL OF LAND SITUATE UPON A PORTION OF COUNTY PARCEL NUMBER 11:017:0046 AS DESCRIBED IN QUIT CLAIM DEED, ENTRY NUMBER 95221:2015 AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, SAID PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 INCH UTAH COUNTY LAND SURVEY BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 89°48'15" EAST 1,231.54 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'15" EAST 20.52 FEET ALONG SAID SECTION LINE TO THE NORTHEAST CORNER OF SAID COUNTY PARCEL; THENCE SOUTH 12°45'53" EAST 540.88 FEET ALONG THE EAST LINE OF SAID COUNTY PARCEL; THENCE SOUTH 77°14'07" WEST 20.00 FEET: THENCE NORTH 12°45'53" WEST 545.49 FEET TO THE POINT OF BEGINNING.

Property From Highland City to Draper City

BEGINNING AT A POINT 1180.89 FEET WEST AND 960.13 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 77°14'01" EAST 20.19 FEET, THENCE SOUTH 12°46'00" EAST 109.99 FEET, THENCE SOUTH 12°46'00" EAST 110.00 FEET, THENCE NORTH 12°46'00" WEST 663.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,374 SQUARE FEET (0.31 ACRES)

SECTION 3. The City Council of Highland City hereby authorizes the Mayor, Recorder, and staff of Highland City to coordinate with Draper City and to execute and file such notices, maps, and all documents required under the provisions of Section 10-2-903, Utah Code Ann., and other applicable sections, to complete the boundary adjustment described herein.

SECTION 4. 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 5. 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 3rd day of February, 2026.

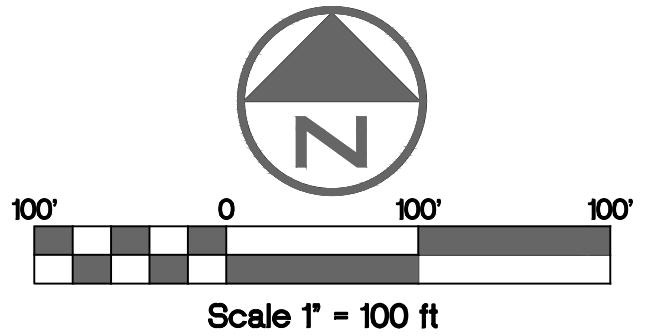
Brittney P. Bills
Mayor

ATTESTED:

Stephannie B. Cottle
City Recorder

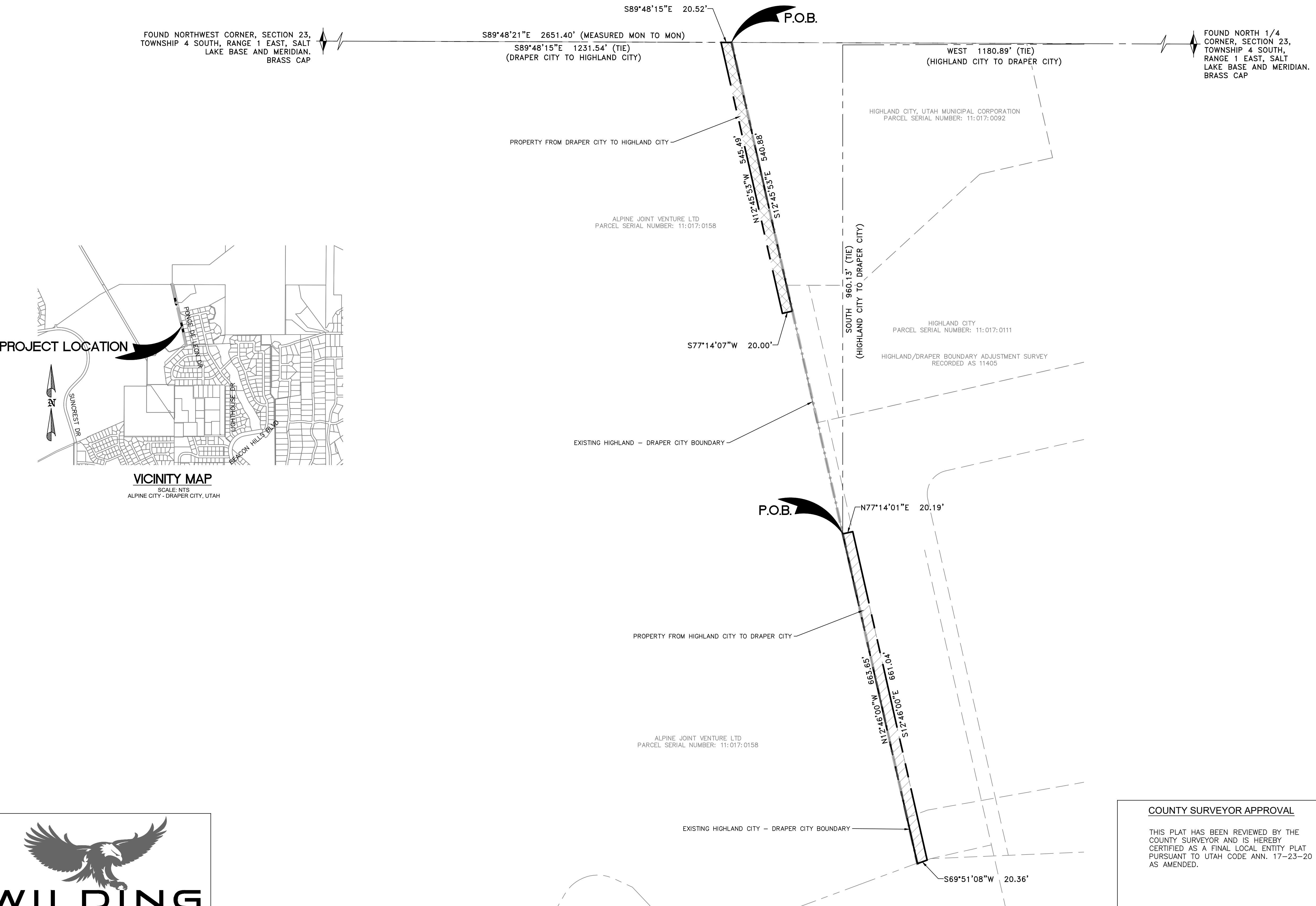
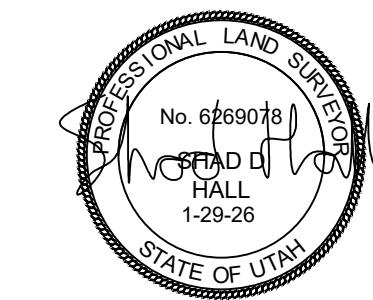
HIGHLAND-DRAPER ANNEXATION PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
FINAL LOCAL ENTITY PLAT



SURVEYOR'S CERTIFICATE:

I, SHAD D. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 6269078 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH; I HEREBY CERTIFY THAT THIS, A TRUE AND ACCURATE MAP OF THE TRACTS OF LAND TO BE ANNEXED TO DRAPER CITY AND HIGHLAND CITY, UTAH COUNTY, UTAH.



COUNTY SURVEYOR APPROVAL

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT PURSUANT TO UTAH CODE ANN. 17-23-20 AS AMENDED.

PLAT REVIEWER DATE

BOUNDARY DESCRIPTION

HIGHLAND CITY TO DRAPER CITY (WARRANTY DEED ENTRY NO. 93563-2022):

BEGINNING AT A POINT 1180.89 FEET WEST AND 960.13 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 77°14'01" EAST 20.19 FEET, THENCE SOUTH 12°45'53" EAST 109.99 FEET, THENCE SOUTH 12°45'00" EAST 110.00 FEET, THENCE SOUTH 12°45'00" EAST 110.00 FEET, THENCE SOUTH 12°45'00" EAST 111.05 FEET, THENCE SOUTH 12°45'00" EAST 111.05 FEET, THENCE NORTH 12°45'00" WEST 663.65 FEET TO THE POINT OF BEGINNING. CONTAINS 13,374 SQUARE FEET (0.31 ACRES)

SURVEYOR

DATE

DRAPER CITY TO HIGHLAND CITY (WARRANTY DEED ENTRY NO. 93564-2022):

A PARCEL OF LAND SITUATE UPON A PORTION OF COUNTY PARCEL NUMBER 11:017:0046 AS DESCRIBED IN QUIT CLAIM DEED, ENTRY NUMBER 05221-2015 AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, SAID PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 INCH UTAH COUNTY LAND SURVEY BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 89°48'15" EAST 1,431.54 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'15" EAST 20.52 FEET ALONG SAID SECTION LINE TO THE NORTHEAST CORNER OF SAID COUNTY PARCEL; THENCE SOUTH 12°45'53" EAST 540.88 FEET ALONG THE EAST LINE OF SAID COUNTY PARCEL; THENCE SOUTH 77°14'07" WEST 20.00 FEET; THENCE NORTH 12°45'53" WEST 545.49 FEET TO THE POINT OF BEGINNING.

SURVEYOR

DATE

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE DRAPER CITY COUNCIL, HAS RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF DRAPER CITY. A COPY OF THE PETITION AND AN ATTACHED PETITION FOR PLAT HEREIN IS ALLED IN ACCORDANCE WITH THE UTAH BOUNDARY COMMISSION ACT (1979) 10-1-04 & 10-2-401 THRU 423 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE HIGHLAND-DRAPER ANNEXATION.

DATED THIS _____ DAY OF _____.

ATTEST: _____ RECORDER

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE HIGHLAND CITY COUNCIL, HAS RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF HIGHLAND CITY. A COPY OF THE PETITION AND AN ATTACHED PETITION FOR PLAT HEREIN IS ALLED IN ACCORDANCE WITH THE UTAH BOUNDARY COMMISSION ACT (1979) 10-1-04 & 10-2-401 THRU 423 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE HIGHLAND-DRAPER ANNEXATION.

DATED THIS _____ DAY OF _____.

ATTEST: _____ RECORDER

HIGHLAND-DRAPER ANNEXATION PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
FINAL LOCAL ENTITY PLAT

PLAT REVIEWER DATE

CLERK-RECORDER SEAL

CLERK-RECORDER SEAL

CLERK-RECORDER SEAL



PROPERTY EXCHANGE AND BOUNDARY LINE AGREEMENT

This Property Exchange and Boundary Line Agreement (“**Agreement**”), effective as of the last date accompanying the signatures below, is executed between Alpine Joint Venture, Ltd., a Utah limited partnership, (“**AJV**”) and Highland City, a Utah municipality (the “**City**”), together with their respective principals, agents, officers, attorneys, and representatives (collectively, “**Parties**”).

RECITALS

- A. The City owns the following parcels of real property located in Utah County:
 - i. The “**Angel’s Gate Parcel**,” an approximately 12.689 acre parcel used by the City for access to an irrigation pond and water tank, and on which has been constructed a trail head, parcel number: 11:017:0111.
 - ii. The “**Pond Parcel**,” an approximately 4.277 acre parcel used by the City to locate, operate, and maintain an irrigation pond, parcel number: 11:017:0092.
 - iii. The “**Boundary Parcel**,” an approximately 0.31 acre parcel located on the western boundary of the Beacon Hill Plat H subdivision and kept and maintained as open space, which parcel is more particularly described in the attached **Exhibit A**, which is incorporated herein by reference.
- B. AJV owns an approximately 58.745 acre parcel of real property located within Utah County, the “**AJV Parcel**,” parcel number: 11:017:0046.
- C. The City desires to obtain a portion of the AJV Parcel immediately adjacent to the City’s Angel’s Gate and Pond Parcels, approximately 0.25 acres in size, in order for the City to construct, maintain, and open a public trail that connects the Angel’s Gate and Pond Parcels and trail head to the larger trail system within Draper City. This portion of the AJV Parcel is hereinafter referred to as the “**Trail Parcel**” and is more particularly described in the attached **Exhibit B**, which is incorporated herein by reference.
- D. AJV desires to obtain the Boundary Parcel, which is immediately adjacent to the AJV Parcel.
- E. Accordingly, the Parties desire to enter into a mutually beneficial exchange of property, wherein the City obtains the Trail Parcel and AJV obtains the Boundary Parcel.

AGREEMENT

Now therefore, in order to give effect to the recitals above, which are expressly incorporated and made terms of this Agreement, and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties do agree and covenant as follows:

1. **Warranties.** The Parties represent and warrant that they each lawfully own their respective parcels as described herein, and that each Party is authorized and able to

convey to the other the rights described herein clear of any encumbrances that would interfere with the other Party's possession and use of the exchanged property.

2. **Property Exchange.** The Parties agree to exchange title to the following parcels of real property (the “**Exchanged Parcels**”) at Settlement and Closing by way of warranty deeds, unless the Parties agree to a different form of deed in writing:
 - a. AJV shall transfer all right and title in and to the Trail Parcel to the City, together with all appurtenances, rights, and privileges belonging thereto.
 - b. The City shall transfer all right and title in and to the Boundary Parcel to AJV, together with all appurtenances, rights, and privileges belonging thereto.
3. **Boundary Line.** The Parties agree that the boundary line between the AJV Parcel and the City’s Angel’s Gate and Pond Parcels is as shown in the attached Exhibit C, referred to therein as the “Boundary Line Agreement” line.
4. **Consideration.** The Parties acknowledge and agree that the exchange of property and settlement of their mutual boundary line constitutes sufficient and adequate consideration for this Agreement. The City further agrees that the receipt of the Trail Parcel, with its advantageous location and access to the larger trail system, provides reasonable and fair value to the City in exchange for the Boundary Parcel and the City’s obligations under this Agreement. The Parties further agree that no other consideration, compensation, promise, property, or money has been agreed to or is a condition of this Agreement, and that no financing or appraisal is required or made a condition of this Agreement.
5. **Settlement.** Settlement shall take place no later than the Settlement Deadline described in Section 15. “**Settlement**” will occur only when all of the following have been completed:
 - a. The Parties have signed and delivered to each other or to the escrow/closing office all documents required by this Agreement, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law;
 - b. Any monies required to be paid by the Parties under this Agreement have been delivered by the responsible Party to the other Party or to the escrow/closing office, in the form of cash, wire transfer, cashier’s check, or other form acceptable to the Party or escrow/closing office.
6. **Closing.** Closing shall take place no later than four calendar days after Settlement. “**Closing**” will occur only when all of the following have been completed:
 - a. Settlement has been completed;
 - b. The applicable Closing documents, including deeds and other legal instruments, have been recorded in the office of the county recorder (“**Recording**”). The Parties agree that this Agreement may be recorded as a boundary line agreement,

pursuant to state law, to the extent necessary to establish the mutual boundary line between the AJV Parcel and the City's Angel's Gate and Pond Parcels.

7. **Possession.** Each Party shall deliver physical possession of their respective portion of the Exchanged Parcels to the other Party upon Recording. These provisions shall survive closing.
8. **Payment Obligations.** The following obligations and provisions shall survive Closing:
 - a. All prorations, including homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations; any assessments for capital improvements; and any change of ownership fees assessed by any entity that is due to such entity as a result of the transfer of title to the Exchanged Parcels, shall be paid for by the current owner of such property at or before Settlement.
 - b. The City shall bear all costs of surveying the properties, preparing deeds and other instruments, and any costs charged by the escrow/closing office, to the extent one is involved in this transaction.
9. **As-Is Condition, Disclosures, and Due Diligence.**
 - a. Each Party agrees that they are acquiring their respective portion of the Exchanged Parcels in their "as-is" condition without expressed or implied warranties of any kind, except as expressly set forth herein.
 - b. No disclosures regarding property conditions are required or made a condition of this Agreement.
 - c. Upon execution of this Agreement, each Party shall provide the other Party reasonable access to the Exchanged Parcels prior to Settlement and Closing in order for the Parties to complete any desired inspections, surveys, studies, or other due diligence, including any desired title insurance or title inspections, which shall be performed at the sole expense of the Party seeking it.
 - d. If a Party determines that the results of their due diligence are unacceptable, such Party shall, no later than the Due Diligence Deadline described in Section 15 resolve in writing with the other Party their objections. If unable to resolve the objections, the Party may elect to terminate this Agreement by providing written notice to the other Party.
10. **Private Property Owners.** The City shall be responsible for ensuring that the private property owners immediately adjacent to the Boundary Parcel are aware of the future transfer of the Boundary Parcel to AJV, that the Boundary Parcel will no longer be public open space property or owned by the City, and that such property owners must remove all private improvements and property from the Boundary Parcel prior to Settlement.

11. Improvements. The following provisions shall survive closing. Within six months after Closing, the City will complete the following improvements at its own cost and expense:

- a. Relocate the existing fence between the Boundary Parcel and the AJV Parcel to the east side of the Boundary Parcel;
- b. Install a fence along the boundary of the Trail Parcel to fence the Trail Parcel off from the remainder of the AJV Parcel;
- c. Post "No Trespassing" signage along both fences.

12. Consent to Boundary Adjustment. The following provision shall survive closing. The City grants its consent to and agrees not to protest any request to disconnect the Boundary Parcel from City boundaries for the purposes of allowing AJV to annex the Boundary Parcel into Draper City. The City agrees to waive any fee charged by the City in connection with such application or process. The City further agrees to work with Draper City and AJV in good faith on a boundary adjustment or annexation process, as provided by law, to adjust the cities' mutual boundary to allow the Boundary Parcel to be annexed into Draper City. The parties expressly recognize that annexation and boundary adjustments are legislative matters that cannot be dictated by contract. As such, no right or obligation of this Agreement is conditioned on the successful annexation of the Boundary Parcel into Draper City.

13. Deeds and Instruments. The Parties agree to promptly and timely complete and provide all forms, deeds, assignments, receipts and any other instrument or document required to carry out the terms of this Agreement. These provisions shall survive closing.

14. Changes During Transaction. The Parties agree that from the date of this Agreement, neither Party shall, without the prior written consent of the other Party:

- a. Make any substantial alterations or improvements to the Exchanged Parcels;
- b. Further financially encumber the Exchanged Parcels;
- c. Make any changes to the legal title to the Exchanged Parcels;
- d. Enter into any additional lease, rental, or any other use or management agreement affecting the Exchanged Parcels;
- e. Change any existing lease, rental, or any other use or management agreement affecting the Property.

15. Schedule of Deadlines. The following deadlines apply unless otherwise agreed to by the Parties in writing.

- a. Due Diligence Deadline: _____ April 10, 2022
- b. Settlement Deadline: _____ May 31, 2022

16. **Complete Agreement.** This written Agreement is the entire contract entered into between the Parties, and no Party is relying or may rely on any other representations, promises, or understandings of any kind not expressly set forth herein. This Agreement may not be altered, amended, modified, or otherwise changed in any respect except in a writing executed by all Parties.
17. **No Third Parties.** The rights, duties, and obligations of this Agreement are for the sole benefit of the named Parties, and no third party, other than authorized successors in interest, has any rights hereunder to enforce the terms of this Agreement.
18. **Authority to Execute.** The person executing this Agreement on behalf of each Party hereby represents that he or she has full authority to execute the Agreement and to bind each Party to the terms of this Agreement, and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.
19. **Assignment and Successors.** The Parties agree that this Agreement shall run with the land and continue and be binding on all successors-in-interest, partners, agents, officers, trustees, attorneys, insurers, assigns, representatives, heirs, executors, and administrators of each of the Parties.
20. **Counterparts.** This Agreement may be executed in counterparts, whether physical or electronic, which together form a single Agreement. Signatures on this Agreement, whether executed physically or by electronic means, shall be deemed original signatures and shall have the same legal effect as original signatures.
21. **Governing Law and Forum.** This Agreement shall be governed and construed in accordance with Utah law. Any action to enforce this Agreement or adjudicate any issues under or in connection with this Agreement shall be brought and maintained in the Utah Fourth District Court, Utah County, and the Parties agree to submit to the jurisdiction thereof for purposes of this Agreement and any dispute arising out of the same. These provisions shall survive closing.
22. **Attorney Fees and Costs.** Both Parties agree to pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement shall be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings.

FOR HIGHLAND CITY



[Signature]



[Printed Name]

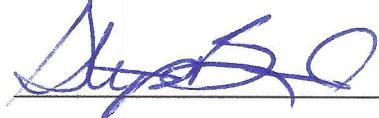
MARCH 31, 2022

[Date]

Mayor, Highland City

[Title]

Attested to by Stephannie Cottle, City Recorder:



FOR ALPINE JOINT VENTURE, LTD



[Signature]

Joseph L. Hunt

[Printed Name]

4/14/22

[Date]

Partner

[Title]

[Signature]

[Printed Name]

[Date]

[Title]

Exhibit # A



NORTH QUARTER CORNER OF SECTION
23, TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

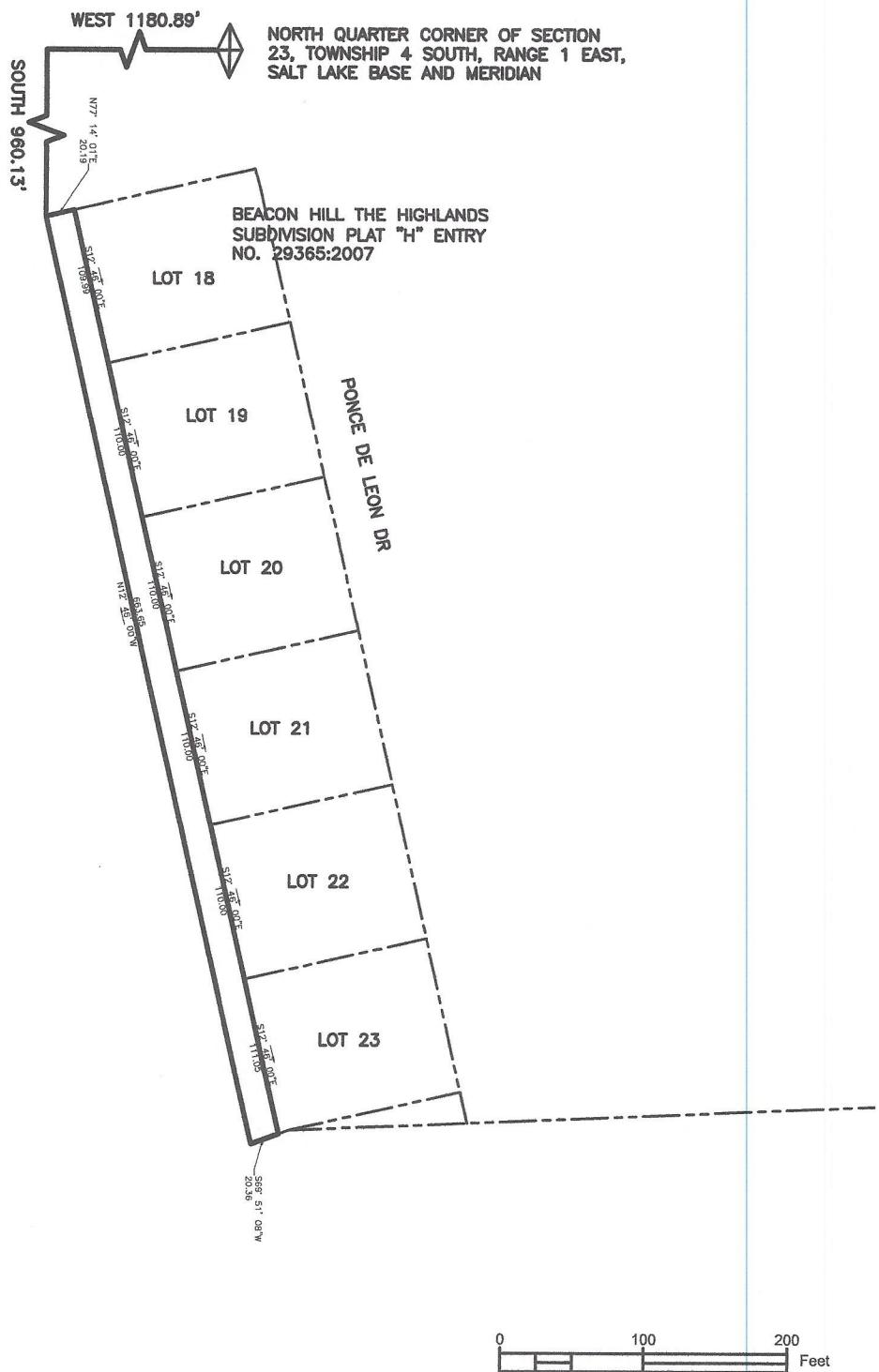


Exhibit B

ALPINE JOINT VENTURES, LTD PROPERTY EXHIBIT LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE UPON A PORTION OF COUNTY PARCEL NUMBER 11:017:048 AS DESCRIBED IN QUIT CLAIM DEED, ENTRY NUMBER 95221:2015 AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, SAID PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 INCH UTAH COUNTY LAND SURVEY BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 89°48' 15" EAST 1231.54 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89°48' 15" EAST 20.52 FEET ALONG SAID SECTION LINE TO THE NORTHEAST CORNER OF SAID COUNTY PARCEL; THENCE SOUTH 12°45' 53" EAST 540.88 FEET ALONG THE EAST LINE OF SAID COUNTY PARCEL; THENCE SOUTH 77°14'07" WEST 20.00 FEET; THENCE NORTH 12°45'53" WEST 545.49 FEET TO THE POINT OF BEGINNING.

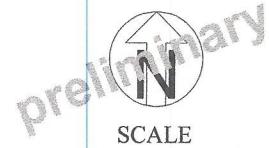
CONTAINS: 10,864 S.F. / 0.25 AC +/-



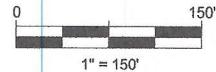
Exhibit B

ALPINE JOINT VENTURES, LTD PROPERTY EXHIBIT

LOCATED IN:
NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH



SCALE



OWNER:
DRAPER CITY
(PARCEL NO. 11:008:0013)

OWNER:
SIX BLUE BISSON, LLC
(PARCEL NO. 11:008:0012)

15 14
22 23
FOUND 3" UTAH COUNTY
BRASS CAP MONUMENT
NW COR SEC 23,
T4S, R1E, SLB&M

1231.54'
POINT OF BEGINNING

SECTION LINE
BASIS OF BEARING
S89° 48' 25"E 2651.37'

1399.31'

14 23
FOUND 3" UTAH COUNTY
BRASS CAP MONUMENT
N1/4 SEC 23, T4S, R1E, SLB&M

20.52'
PARCEL 1
10864 S.F. / 0.25 AC +/-
N12° 45' 53"N 545.49'
S12° 45' 53"E 540.88'

OWNER:
HIGHLAND CITY
(PARCEL NO. 11:017:0092)

OWNER:
ALPINE JOINT VENTURES, LTD
(PARCEL NO. 11:017:0046)
ENTRY NO. 95221:2015

S77° 14' 07"W 20.00'

OWNER:
HIGHLAND CITY
(PARCEL NO. 11:017:0111)

BEACON HILLS THE HIGHLANDS
SUBDIVISION PLAT "H"
ENTRY NO. 29365:2007

NEW LONDON STREET

LOT 17

LOT 16

LOT 15

LOT 14

LOT 13

LOT 12

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

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LOT 5

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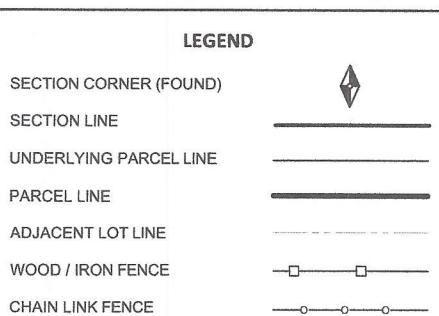
LOT 97

LOT 98

LOT 99

LOT 100

LEGEND



PROJECT NUMBER:	211206
DRAWN BY:	JD
CHECKED BY:	PC
DRAWING DATE:	12/30/2021
SHEET NUMBER:	2 OF 2

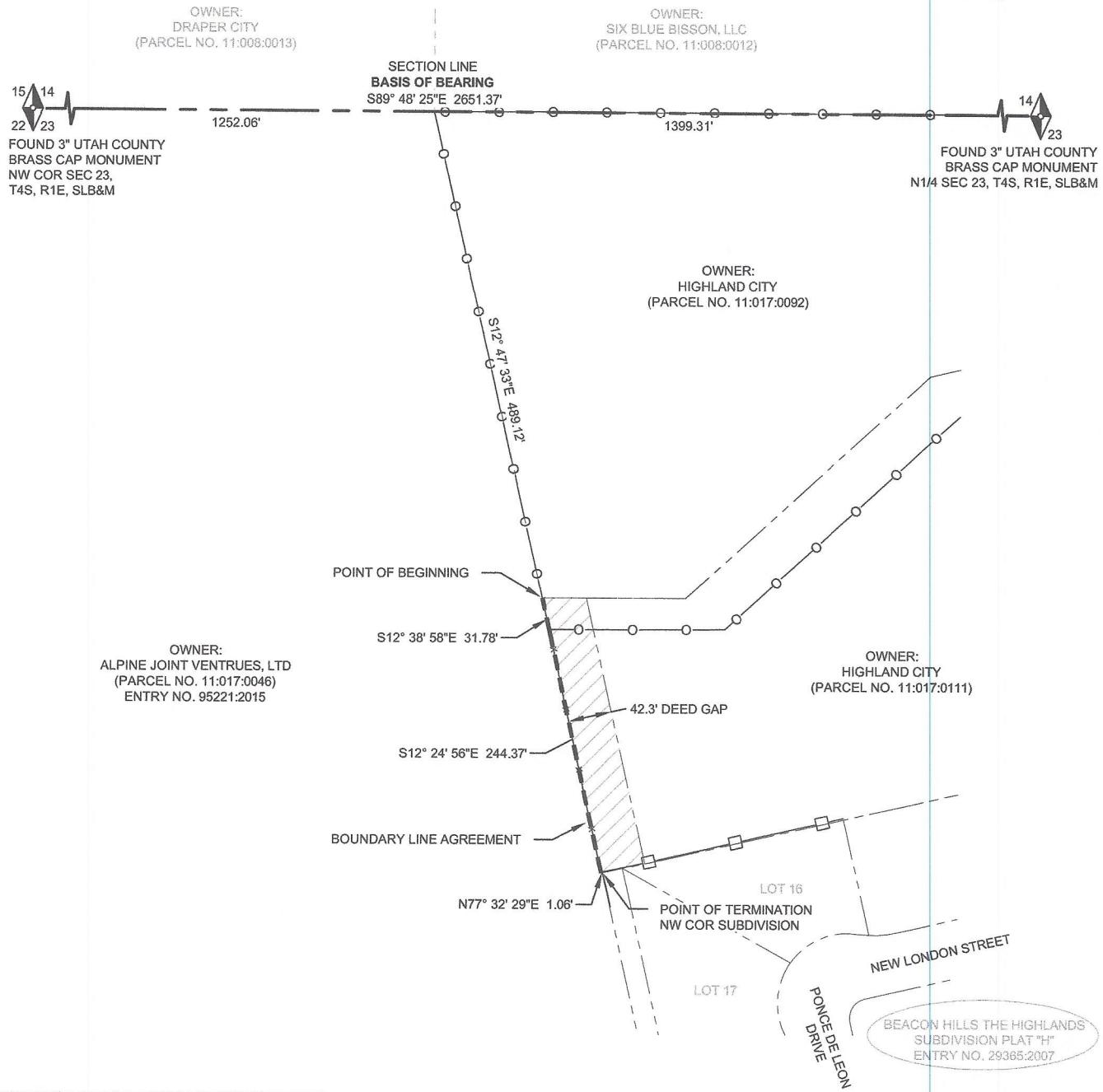
Exhibit C

ALPINE JOINT VENTURES, LTD PROPERTY EXHIBIT LEGAL DESCRIPTION

A BOUNDARY LINE AGREEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 INCH UTAH COUNTY LAND SURVEY BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 89°48' 15" EAST 1252.06 FEET ALONG THE SECTION LINE TO THE EAST LINE OF COUNTY PARCEL NUMBER 11:017:0046 DESCRIBED IN ENTRY NUMBER 95221:2015, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE AND A CHAIN LINK FENCE CORNER, THENCE SOUTH 12°47'33" EAST 489.12 FEET ALONG THE EAST LINE OF SAID PARCEL AND THE CHAIN LINE FENCE TO A POINT ON THE WESTERLY LINE OF COUNTY PARCEL 11:017:0111 DESCRIBED IN ENTRY NUMBER 26386:2007 AS RECORDED IN SAID COUNTY RECORDER'S OFFICE AND THE POINT OF BEGINNING; THENCE SOUTH 12°38'58" EAST 31.78 FEET ALONG SAID CHAIN LINK FENCE TO THE CORNER OF A CHAIN LING AND BARBED WIRE FENCE; THENCE SOUTH 12°24'56" EAST 244.37 FEET ALONG SAID FENCE TO A FENCE CORNER; THENCE NORTH 77°32'29" EAST 1.06 FEET TO A BARBED WIRE AND IRON FENCE CORNER, SAID CORNER IS AT THE NORTHWEST CORNER OF BEACON HILLS THE HIGHLANDS SUBDIVISION PLAT "H", ENTRY NUMBER 29365:2007, RECORDED IN SAID COUNTY RECORDER'S OFFICE, SAID FENCE CORNER BEING THE POINT OF TERMINATION.



ALPINE JOINT VENTURES, LTD
PROPERTY EXHIBITLOCATED IN:
NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAHpreliminary
N
SCALE0 150'
1" = 150'

LEGEND

- SECTION CORNER (FOUND)
- SECTION LINE
- UNDERLYING PARCEL LINE
- PARCEL LINE
- ADJACENT LOT LINE
- WOOD / IRON FENCE
- CHAIN LINK FENCE

LAND SURVEYING	PROJECT NUMBER: 211206
FLINT	DRAWN BY: JD
DEVELOPMENT	CHECKED BY: PC
PO BOX. 95029 SOUTH JORDAN, UT 84095 PHONE: (801) 446-1820 WWW.FLINTUTAH.COM	DRAWING DATE: 12/30/2021
	SHEET NUMBER: 2 OF 2

To: Highland City Recorder

City of Highland

5400 W. Civic Center Drive

Highland, UT 84003

Email: scottle@highlandut.gov

I am submitting this letter as a **formal written protest** to the proposed municipal boundary adjustment between Highland City and Draper City, as described in the Notice of Public Hearing dated January 5, 2026.

I am a property owner located at [REDACTED] which is directly impacted by and bordering the proposed adjustment area.

I strongly **oppose** this boundary adjustment for the following reasons:

Reliance on Prior Agreements and Public Purpose

The land included in this proposal was acquired as part of a land swap undertaken for a **specific public purpose**: to restore and preserve public mountain bike access to the Hog Hollow Trail after that access had been blocked by a different developer. Community support for this land swap was based on the understanding that the property would remain open space and would **not be annexed into Draper City**. I relied on these representations when making decisions regarding my property.

Allowing this land to now be annexed by a separate developer—without any stated intended use or adopted development plan—undermines the original public-purpose justification for the land swap and violates the reasonable reliance of residents who supported it.

Ignored Offers to Retain Land in Highland City

In addition, owners of properties bordering this Highland City property made multiple good-faith offers to purchase the land from the developer for the express purpose of retaining it within Highland City's jurisdiction. These offers were not given meaningfully consideration, while a developer-driven annexation request is now being advanced.

Contradiction of Prior City Position

Highland City previously indicated that it would not support or allow annexation of this land into Draper City. Reconsidering this position now, at the request of a developer, undermines public trust and disregards commitments made to existing residents.

Direct Negative Impacts

The proposed boundary adjustment opens the door to future development that could place a roadway immediately behind my property, resulting in increased traffic, noise, safety concerns, and the loss of privacy and open space. These impacts would materially and negatively affect my property value and overall quality of life.

Developer-Driven Proposal and Loss of Tax Base

This proposal appears to be developer-driven rather than community-driven and provides no clearly articulated public benefit to Highland City. Annexing this land would permanently remove it from Highland City's jurisdiction and give away potential future tax base without compensation, fiscal analysis, or explanation

of how this action benefits Highland residents. Highland City would lose long-term planning control while nearby residents would still bear the impacts of any future development.

Boundary adjustments should advance a **clear public interest**. In this case, no such benefit to Highland City has been demonstrated.

For these reasons, I **formally protest** the proposed boundary adjustment and respectfully request that Highland City **deny approval** of this action and uphold the original intent of the land swap and the commitments made to residents.

Please include this letter in the official record for the public hearing scheduled for February 3, 2026.

Sincerely,

Rob Foshee

A block of four horizontal black bars of varying lengths, representing a redacted signature.

From: [Sarah Compas](#)
To: [Stephannie Cottle](#)
Subject: written protest to boundary annex to Draper City
Date: Saturday, January 24, 2026 5:45:13 PM

I am writing to formally object to the proposed municipal boundary adjustment between Highland City and Draper City referenced in the Notice of Public Hearing dated January 5, 2026.

I own the property at [REDACTED], which is immediately adjacent to the land proposed for adjustment. Because of my proximity, this action would have direct and lasting consequences for my property and neighborhood, and I respectfully urge the City to reject the proposal.

First, the proposal is a departure from the original purpose of the land transfer. The parcel at issue was acquired through a land exchange that was publicly presented as a solution to a specific community problem: the restoration of public access to the Hog Hollow Trail after that access was eliminated by prior development. Community acceptance of that exchange was rooted in the understanding that the land would remain open and would not be absorbed into Draper City.

Those assurances were an important factor in how I evaluated and invested in my property. Advancing annexation now—without any defined use, adopted plan, or public justification—fundamentally alters the basis on which residents supported the land transfer and raises serious concerns about fairness and follow-through.

Second, this displays a dismissal of community-based alternatives. Homeowners neighboring this property made multiple sincere attempts to purchase the land from the city with the sole intention of keeping it within Highland City and preserving its character. These efforts received no meaningful engagement, while a developer-initiated annexation request has instead moved forward. This sequence of events gives the appearance that community-driven solutions were sidelined in favor of private development interests.

Third, it seems that this proposal is inconsistent with prior city statements. At earlier stages, Highland City indicated that annexation of this land into Draper City was not supported. Reversing course now—particularly in response to a developer request—creates uncertainty for residents and weakens confidence in prior statements made by the City regarding long-term land use and jurisdictional boundaries.

Fourth, I believe that the proposal impacts adjacent homes and quality of life. Approval of this adjustment would enable future development that could introduce a roadway directly behind my home. The resulting increase in traffic, noise, and safety risks, along with the loss of privacy and open space, would significantly diminish the livability of my property and negatively affect its value. This neighborhood has already been negatively impacted by the disruption to the trails and the nearby foothills with the new road and housing development going in above us. The open,

Fifth, the proposed adjustment offers no clearly defined benefit to Highland City. It would permanently remove land from City jurisdiction, reduce future tax potential, and relinquish planning authority without compensation, fiscal analysis, or explanation of how residents are served by this outcome. Meanwhile, nearby homeowners would continue to bear the impacts of whatever development ultimately occurs.

Boundary changes should be supported by a clear and compelling public interest. In this instance, such justification has not been provided.

For these reasons, I respectfully request that Highland City deny the proposed boundary adjustment and maintain consistency with the original intent of the land exchange and the expectations set with residents.

Please include this letter in the official record for the public hearing scheduled for February 3, 2026.

Sincerely,

Sarah Compas

[REDACTED]



CITY COUNCIL AGENDA REPORT

ITEM #4b

DATE: February 3, 2026
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Erin Wells, City Administrator
SPONSORED BY: Brittney Bills, Mayor
SUBJECT: City Prosecutor Appointment
TYPE: General City Management

PURPOSE:

The City Council will consider Mayor Bills' recommendation to appoint Carl Hollan as the City Prosecutor.

STAFF RECOMMENDATION:

Staff recommends the Council approve the Mayor's recommendation to appoint Carl Hollan as the City Prosecutor.

PRIOR COUNCIL DIRECTION:

Not applicable.

BACKGROUND:

Tucker Hansen with Hansen Law has served as the Highland City prosecutor since at least 2006. He is retiring at the end of February, which necessitates Highland to appoint a new City prosecutor.

The Highland City Justice Court's jurisdiction extends into Alpine per an interlocal agreement between the cities. The agreement also allows the Cities to contract with the same prosecutor, which the Cities intend to do. Together, Highland and Alpine issued a Request for Proposal for a new contract prosecutor in December 2025. We received two proposals back. Based on review of the proposals, reference checks, and follow-up discussions, staff recommended to the Mayor that Carl Hollan be appointed as the new Highland City Prosecutor. The City Administrators, City Attorneys, and Police Chief were included as part of the review.

Alpine City approved Mr. Holland's appointment on Tuesday, January 27. If approved by Highland's Council, he will begin working right away with our current prosecutor to ensure a smooth transition.

FISCAL IMPACT:

Mr. Hollan has proposed a flat fee of \$70,000 for the first year with an escalation based on the average cost of living increase of Highland and Alpine Cities. The current Prosecutor bills an hourly rate which is estimated to hit \$77,000 this year. As such, this will actually be a cost reduction for the cities.

MOTION:

I move that City Council ratify Mayor Bills' appointment of Carl Hollan as the Highland City Prosecutor

and direct the Mayor to sign the attached contract.

ATTACHMENTS:

1. RFP for City Prosector Services
2. Hollan Submission - Redacted
3. Hollan Contract



REQUEST FOR PROPOSALS FOR CRIMINAL PROSECUTING ATTORNEY SERVICES

**Issued: December 9, 2025
Due: January 6, 2026 at 5:00 PM**

RFP Contact

This Request for Proposal (“RFP”) has been prepared jointly by Highland and Alpine Cities. The representative and contact for the RFP is Erin Wells, Highland City Administrator. Mrs. Wells can be contacted at ewells@highlandut.gov or 801-772-4566.

Summary

Highland and Alpine Cities are seeking to contract for Criminal Prosecuting Services for the Highland Justice Court beginning at the latest by February 26, 2026. Previously, the Cities had contracted with Hansen Law for prosecuting services since at least 2009. Hansen law has opted to discontinue its prosecuting services for the Cities due to increased demands on their office.

While the Cities anticipate contracting with a firm for prosecuting services, per state law, one individual will be appointed as each City’s Prosecuting Attorney.

Functions of the Criminal Prosecuting Attorney include:

- Screening, filing, and prosecuting all Class B and Class C misdemeanors, infractions, and city code violations.
- Managing criminal cases from police submission through disposition (pleas, trials, appeals).
- Initiating and prosecuting actions to protect the City’s interests including preparation of pleadings and briefs, oral arguments, conducting trials and plea negotiations, responding to appeals.

- Appear in court for motions, changes of pleas and sentencing, settlement negotiations, trials, and reviewing performance of defendants after conviction.
- Providing professional advice to the Police Department related to prosecution efforts. The Police Department has separate general counsel.
- Coordinating with the court clerk, and other city departments as needed.
- Conducting research, interviewing clients and witnesses, and handling other details in preparation for trial.
- Researching case law and statutes.
- Coordinating efforts with the police department's victim advocates and law enforcement.
- Maintaining records in compliance with GRAMA and the Utah State retention schedule.

This RFP is designed to provide basic information sufficient to solicit proposals from qualified attorneys, but is not intended to limit a proposal's content or exclude any relevant, important, or essential information. This RFP is part of a competitive procurement process which is intended to serve the best interests of the Cities. It also provides each qualified attorney responding to this RFP with a fair opportunity for his or her services to be considered.

Highlights of Justice Court

- Highland and Alpine Cities have entered into an interlocal agreement to extend the Highland Justice Court jurisdiction to Alpine City. The Cities also share a public safety entity, Lone Peak Police Department. The agreement also allows the Cities to contract with the same attorneys, which the Cities intend to do.
- The Court is located in a building shared with the Lone Peak Police Department at 5400 W Civic Center Drive, Suite 4, Highland, UT 84003.
- The Court was recertified on December 5, 2023.
- Judge Kelly Schaeffer-Bullock has served as the Justice Court Judge since 2017.
- Other court employees consist of one part-time Court Clerk who has been with the court since 2005.
- Estimated populations of the communities are: Highland 21,000; Alpine 10,500.
- City ordinances may be found on each City's respective websites.
- Court is typically held Thursday mornings beginning at 9:00 AM.
- A large majority of the court cases are handled electronically through Webex.
- Below is a recent history of the breakdown in the number of cases the Court processes.

Highland				
	Traffic Cases Filed	Traffic Cases Disposed	Criminal Misdemeanors & Infractions Cases Filed	Criminal Misdemeanors & Infractions Cases Disposed
FY2020	1,084	1,061	116	90
FY2021	808	877	65	108
FY2022	901	859	61	75
FY2023	895	926	57	53
FY2024	1,302	1,156	61	48
FY2025	1,260	1,341	88	108

Alpine				
	Traffic Cases Filed	Traffic Cases Disposed	Criminal Misdemeanors & Infractions Cases Filed	Criminal Misdemeanors & Infractions Cases Disposed
FY2020	285	316	38	42
FY2021	234	244	39	45
FY2022	360	333	41	44
FY2023	370	368	21	22
FY2024	586	511	30	26
FY2025	629	660	22	29

Total				
	Traffic Cases Filed	Traffic Cases Disposed	Criminal Misdemeanors & Infractions Cases Filed	Criminal Misdemeanors & Infractions Cases Disposed
FY2020	1,369	1,377	154	132
FY2021	1,042	1,121	104	153
FY2022	1,261	1,192	102	119
FY2023	1,265	1,294	78	75
FY2024	1,888	1,667	91	74
FY2025	1,889	2,001	110	137

Timeline

The following timeline will be followed with respect to this RFP:

- RFP issued: December 9, 2025
- Questions due: December 16, 2025 at 5:00 PM
- Addendum issued answering questions: December 18, 2025
- Response submission deadline: January 6, 2026, at 5:00 PM
- Evaluation committee review period: January 7 – February 2, 2026
- Anticipated appointment of City Prosecutor: Highland City – February 3, 2026; Alpine City – February 10, 2026

Contents of Proposal

The total submitted proposal shall be no more than ten (10) pages in length (excluding the proposed contract form).

Proposals should be submitted with the following guidelines:

A. Submission Time, Place and Manner

An electronic copy (in .pdf form) or six printed copies of the proposal must be received on or before January 6, 2026, at 5:00 PM. Late responses will not be considered. Deliver to the following:

Highland City
Attention: Erin Wells
5400 W Civic Center Drive, Suite 1
Highland, UT 84003
Email: ewells@highlandut.gov

B. Responder Information

The first page of the proposal should include:

- Title: “Proposal for Criminal Prosecuting Attorney Services”
- Responder Information:
 - Attorney/Law Firm
 - Address
 - Telephone
 - Email

C. Response Criteria

The proposal should address the following:

- Qualifications and ability to provide criminal prosecuting attorney services. Each candidate must be a member in good standing of the Utah State Bar, and is preferred to have at least 5 years’ experience as an attorney practicing in prosecution in justice courts dealing with local ordinances and misdemeanor prosecutions. Please state how many years of experience you have in relevant areas and provide a

description of your legal practice and experience. Describe the professional resources available to assist you with prosecution cases. Please also include insurance information including professional liability coverage.

- Approach: Please include a summary of the approach to managing caseload, approaching criminal prosecution, and working with the police department, city staff, and court staff.
- Conflicts of Interest: Indicate whether there are any potential conflicts of interest that would affect the ability of you or your firm to fairly represent the Cities. For each potential conflict of interest, state:
 - The names of the individuals or entities involved.
 - The nature of the conflicts.
 - The steps the responder will take to mitigate the impact of conflicts.
 - If you are precluded from identifying the source of the potential conflict, please explain the ethical or other impediment to disclosure.
- References: Please include a list of at least three (3) professional references, including contact information relevant to your practice in law. References of other governmental entities you have provided prosecution services for are preferred. Feel free to also include a list of representative clients as further illustration of experience.
- Contract: Please include a copy of the contract you would expect the Cities to sign, which contract must conform with the terms, conditions and scope of work described in this RFP.

D. Cost Proposal

Please include all information on cost for the criminal prosecution attorney services. It is expected that the Cost Proposal will be in the form of an hourly rate or a flat monthly fee. Additionally, please indicate any costs to be billed separately that will require reimbursement. Please also include any requested inflation increases to the rates.

E. Accuracy of the Proposal

All proposals will be relied upon to be true and accurate. The Cities will rely on this information when evaluating each submission based on the criteria listed in the Evaluation and Contract section below.

Evaluation and Contract

Evaluation Criteria

An evaluation and selection committee will meet to consider all responsive proposals submitted and rank the proposals. The District plans the evaluation committee to consist of the Highland and Alpine City Administrators, City

Attorneys, and the Lone Peak Police Chief. If a responder is eliminated during the evaluation process, he or she will be notified in writing.

Evaluation of the proposals will be based at least on the aforementioned proposal requirements. The selection committee may choose to interview candidates and contact references listed in RFP responses.

Contract

A contract will be awarded (pending successful contract negotiations) to the responder whose proposal is the most advantageous to the Cities, taking into consideration the fee proposal and other evaluation factors described in this RFP. The contract will be for a period of up to five (5) years and may be cancelled at any time with 30 days' written notice from either the Cities or the contractor.

Addenda

To allow for time to provide clarifications, individuals may submit questions to Erin Wells (contact information above) through December 16, 2025. Any questions submitted will be answered in an addendum published on December 18, 2025. Anyone interested in a copy of the addendum may request it. In addition, the addendum will be published to the same location as the original RFP. It is the responsibility of each respondent to ensure that the contact information provided is correct.

Protected Information

As governmental entities, Highland and Alpine Cities are subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code, and cannot guarantee that information provided in a proposal will not be subject to disclosure under GRAMA.

Cost of Responding to RFP

All expenses related to responding to this RFP, including but not limited to preparing, submitting and presenting a proposal; attending meetings in relation to this RFP; discussions; and all travel, dining, lodging and communications expenses will be borne by the respondent. Respondent will not bill for any expenses that were incurred prior to the time that the contract is signed.

PROPOSAL FOR CRIMINAL PROSECUTING ATTORNEY SERVICES

Carl Hollan, Esq.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6 January, 2026

Highland City
Attn: Erin Wells
5400 Civic Center Dr, Suite 1
Highland, UT 84003
ewells@highlandut.gov

RE: RFP for Criminal Prosecuting Attorney Services, dated 9 December, 2025

To the Evaluation Committee:

I am a highly qualified prosecuting attorney and Highland and Alpine Cities would best benefit from my services as their city prosecutor. I bring significant experience which will permit me to appropriately and expeditiously prosecute criminal cases in a manner that will contribute to the public safety of the community and provide services in a cost-effective manner.

Personal History

I was born and raised in Utah County, Utah and following my education, I have established Utah County as the place to raise my family. I am wholly invested in improving the community where I live, and criminal prosecution has been a meaningful way to provide for a safe community for my family to live.

Educational History

I graduated from Brigham Young University in 2011 with a dual-major in Mandarin Chinese and Asian Studies. Following graduation, I enrolled in law school at Brigham Young University. While in law school, I was selected and served as an Executive Editor for the Law Review. I graduated from BYU law school in 2014 *magna cum laude*. I took and passed the Utah State Bar in 2014 and have maintained active accreditation since that date.

Relevant Employment History

Following my graduation from BYU law in 2014, I was employed as a judicial clerk in the Second District Court in Ogden, UT. During that time, I assisted judges in legal research and drafting judicial decisions. As part of my employment, I was the judicial clerk for Judge Michael DiReda during the death penalty trial of Douglas Lovell. It was during this time that I recognized the impact that a prosecuting attorney can make in building a better community.

In 2015 I began employment with the Utah County Attorney's Office, initially working as a civil attorney representing various County Departments. Approximately one year after joining the Utah County Attorney's Office I transferred to the criminal division and was a prosecutor assigned to the Utah County Justice Court. During my time in the Justice Court, I performed the functions that would be expected of the successful applicant for this position. I learned to work closely with our victim advocates and appropriately handle domestic violence cases and DUI cases, which were among the most important cases handled in that court.

Later, during my time in the Utah County Attorney's Office, I prosecuted general felonies, domestic violence felonies, sex crimes, and homicides. I also served as the prosecutor liaison for the Utah Major Crimes Task Force and was appointed as a Special Assistant United States Attorney to prosecute drug trafficking organizations in federal court. I was one of the principal prosecutors in the case against Jerrod Baum, which was a death penalty case.

In 2021, I was offered a new opportunity with the Attorney General's Office in the Internet Crimes Against Children Task Force. Soon after beginning with the AG's Office, I was appointed as a Special Assistant United States Attorney to prosecute crimes against children in federal court. At the Attorney General's Office, I prosecuted felony child sex abuse cases in sixteen (16) different counties and federal court. I was eventually promoted as Section Director for the Internet Crimes Against Children Task Force, where I worked closely with law enforcement around the state and in federal agencies to promote the safety of children around the State.

Recently, in November 2025, I was recruited to serve as Executive Director for the Statewide Association of Prosecutors. In this role I work closely with law enforcement, prosecutors, legislators, and government officials throughout the State to advocate for criminal justice policies in the State of Utah. I also present training at the POST Academy and for the Utah Prosecution Council.

During my time as a prosecutor, I have received various recognitions and awards, including the 2024 Victim Service Award from the United States Attorney's Office and the 2023 Prosecutor of the Year Award from the Utah Attorney General's Office. In 2025 I was selected for and completed the Utah State Bar Leadership Academy.

Approach

Criminal prosecution grants the government great power to be a force for good, or if unwise exercised, cause great harm. My prosecution philosophy and ethics have crystallized over many years of career prosecution. Proper prosecution balances multiple government interests including accountability, restitution, community order, victim safety, rehabilitation, and the responsible allocation of public resources.

When I first receive a case, I first identify the interests at stake, including the interests of direct victims, the interests of the community, the interests of public order, and the rehabilitative potential of a defendant. I then identify realistic goals that can be achieved through criminal prosecution, for instance, ensure safety of the victim, ensure safety in the community, deter against future criminal conduct, or rehabilitate a defendant to a productive lifestyle. I then identify what tools are available to achieve those goals, such fines, treatment, protective orders, and incarceration. Then I attempt to craft a resolution that utilizes available tools to achieve the goals in furtherance of the government interests at stake.

Because my approach begins with identifying the interests at stake, I am able to distinguish between cases where it is appropriate to allocate more resources (in the form of time from the Court, prosecutor, defender, victim advocates, and law enforcement) and cases where resources would be better allocated elsewhere.

I also believe that law enforcement and victim advocates who are on the front lines in dealing with victims and community members often have a better gauge on which cases require additional resources and attention than prosecutors who are sometimes removed from those kinds of direct interactions. I have always made it a practice to prioritize cases that are a priority for law enforcement and victim advocates and will continue to do so in this position.

Conflicts of Interest

None. In my entire career as a prosecutor, I have never declined a case for conflict of interest, nor would I anticipate any conflicts arising in this role.

References

Carol Dain

Violent Crimes Section Chief

United States Attorney's Office, District of Utah

(801) 381-1493

Christiana Phinney

Victim Advocate Supervisor

Utah County Sheriff's Office

(801) 228-8072

Bryant LoRe

Detective

West Valley City Police Department

(801) 509-1505

Additional references available upon request.

Cost Proposal

Flat monthly fee: \$5,833.33. This cost is based on the calculation of a low estimate of the number of weekly hours billed by prior counsel over the past 6 months (10 hours weekly), and considers the contracted rate of pay of \$150 per hour, along with the reimbursable costs billed to the Cities by prior counsel. The approximate amount paid was over \$75,000 per year. The flat monthly fee would result in a discount to the Cities of 10% from the prior contract and provides the Cities with certainty and predictability in calculating the outlays for this service.

Respectfully submitted this 6th day of January, 2026

/s/ Carl Hollan
CARL HOLLAN

Incl.

1. CV of Carl Hollan
2. Draft Contract for Prosecution Services

CARL HOLLAN

EXPERIENCE

NOVEMBER 2025-CURRENT

EXECUTIVE DIRECTOR, STATEWIDE ASSOCIATION OF PROSECUTORS AND PUBLIC ATTORNEYS

Represent the policy interests of prosecutors and public attorneys in the State of Utah and serving as a liaison between those parties and the Utah State Legislature, staff of the Utah State Governor, and Committees, Commissions, and Boards.

OCTOBER 2021-NOVEMBER 2025

ASSISTANT ATTORNEY GENERAL, UTAH ATTORNEY GENERAL'S OFFICE, INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Prosecution of crimes involving computers, the internet, and children throughout the State of Utah. Screening, filing, prosecution through motion practice, and prosecution through bench or jury trial under the direction of the Utah Attorney General. Participation in legislative efforts to improve legal processes within the State of Utah.

NOTABLE JURY TRIALS

STATE V. YULIZA PEREZ – 221911046 – OBSTRUCTION OF JUSTICE IN INVESTIGATION OF CHILD RAPE

STATE V. CHRISTOPHER AUSTIN – 221901367 – ATTEMPTED SODOMY ON A CHILD

JULY 2020-CURRENT

SPECIAL ASSISTANT UNITED STATES ATTORNEY, U.S. ATTORNEY'S OFFICE

Prosecution of criminal cases involving child exploitation and internet crimes against children in U.S. Federal Court under the supervision of the United States Attorney.

MAY 2022-CURRENT

CAPTAIN, JUDGE ADVOCATE, UNITED STATES ARMY, UTAH ARMY NATIONAL GUARD

Commissioned Officer in the U.S. Army and Utah Army National Guard in the Judge Advocate General Corps assigned to the 4th Infantry Division – Main Command Post Operational Detachment. Provide advice regarding the lawful use of force according to the laws of armed conflict to Detachment Commander and Division Commander (2-star Command).

FEBRUARY 2021-CURRENT

ADJUNCT FACULTY, UTAH VALLEY UNIVERSITY

Adjunct Faculty in the Criminal Justice Department. Development of course materials and provision of instruction for FSCI 3880 – Expert Witnesses and Professional Practices.

OCTOBER 2017 – OCTOBER 2021

DEPUTY COUNTY ATTORNEY (CRIMINAL), UTAH COUNTY ATTORNEY'S OFFICE

Prosecution of criminal cases in Utah County, including misdemeanors and felonies. Screening, filing, prosecution through motion practice, and prosecution through jury or bench trial under the supervision of the County Attorney. Previously assigned to the Special Victim's Unit and

Major Crimes Task Force (drug trafficking organizations). Prosecution of four homicide cases, including State of Utah v. Jerrod Baum, a double homicide case where the State had sought the death penalty.

NOTABLE JURY TRIALS

STATE V. BORZIN MOTTAGHIAN – 171101546 – OBJECT RAPE

STATE V. ALBERTO ANDRADE – 191401444 – ATTEMPTED RAPE OF A CHILD

STATE V. MARCOS BARAJAS – 171101501 – AGGRAVATED KIDNAPPING; AGGRAVATED SEX ABUSE OF A CHILD

STATE V. THOMAS McEVER – 171403558 – DOMESTIC VIOLENCE AGGRAVATED ASSAULT

STATE V. PHILIP HATFIELD – 171402662 – ATTEMPTED AGGRAVATED MURDER

APRIL 2015 – OCTOBER 2017

DEPUTY COUNTY ATTORNEY (CIVIL), UTAH COUNTY ATTORNEY'S OFFICE

Representation of Utah County and several County Departments. Assist Departments with all legal matters across a wide variety of legal subjects, including employment law, contract law, etc.

APRIL 2014 – APRIL 2015

LAW CLERK, STATE OF UTAH; SECOND DISTRICT COURT

AUGUST 2013 – DECEMBER 2013

LAW CLERK EXTERN, UTAH FEDERAL DISTRICT COURT; JUDGE DAVID SAM

JANUARY 2013 – APRIL 2013

LAW CLERK EXTERN, UTAH STATE SUPREME COURT; JUSTICE JILL PARRISH

EDUCATION

APRIL 2014

JURIS DOCTOR, J. REUBEN CLARK SCHOOL OF LAW; BRIGHAM YOUNG UNIVERSITY

Magna cum laude

Law Review – Executive Editor

APRIL 2011

ASIAN STUDIES (BA); MANDARIN CHINESE (BA), BRIGHAM YOUNG UNIVERSITY

Dual major; Official Memorandum: Advanced Level Mandarin Chinese Language Certificate;
Study Abroad – Nanjing University, Nanjing China

NOTABLE TRAINING

Advanced Digital Evidence for Prosecutors – US

Secret Service – National Computer Forensics Institute (2018, 2023)

Proactive Internet Investigations – Federal Bureau of Investigations (2024)

Basic Officer Leadership Course – US Army (2023)

Judge Advocate Leadership Course – US Army Judge Advocate General's Corp (2023)

Crime Scene Response in Child Abduction Cases – National Criminal Justice Training Center (2023)

Undercover Chat Operations – Homeland Security Investigations (2024)

Defense Counsel and Paralegal Training – US Army Trial Defense Service (2024)

Exposure to Child Pornography: Protecting Resiliency – FBI (2023)

FBI Cyber Investigator – First Responder Course – FBI (2022)

National Child Protection Task Force – Enforcement and Prosecution (2020, 2021)

Victim Advocate and Leadership Summit – UT Army National Guard (2022)

National Law Enforcement Training on Child Exploitation – US Department of Justice (2022, 2023)

Following the Evidence in Child Abuse and Child Exploitation Cases – National Criminal Justice Training Center (2022)

Child Abduction Response – Federal Bureau of Investigation (2022)

Data Validation of Digital Forensic Evidence – NW3C (2022)

Association of Government Attorneys in Capital Litigation Annual Conference – National District Attorney's Association (2021)

National Cyber Crime Conference (2020, 2021)

Utah Human Trafficking Symposium – Utah Attorney General's Office (2019, 2021)

Sexual Assault Nurse Examiner Testimony – International Association of Forensic Nurses (2021)

Munich Cybercrime Conference (2021)

Advanced Sexual Assault Training Course – Utah Coalition Against Sexual Assault (2021)

Utah Children's Justice Symposium – Utah Children's Justice Centers (2019, 2020, 2022, 2023)

Basic Prosecutor's Training – Utah Prosecution Counsel (2018)

Overdose Death Investigation and Prosecution – Utah Attorney General's Office (2018)

National Prosecutor's Conference on Child Abuse and Neglect – Western Regional Children's Advocacy Center (2019)

ICAC Undercover Chat Tips and Tricks (2022)

The Legal and Investigative Implications of Emojis – NW3C (2022)

AirTags and Tracking Technology: Investigative and Legal Perspectives – NW3C (2022)

Expert Testimony in Utah and Federal Courts – Utah State Bar (2021)

Expert Testimony for Child Abuse Medical Professionals and Attorneys – Western Regional Children's Advocacy Center (2020)

FBI Computer Analyst Response Team Moot Court (2020, 2022, 2023)

International Conference on Child and Family Maltreatment – Chadwick Center for Children and Families (2020)

Mexican Drug Cartel Investigations – Northeast Counterdrug Training Center (2020)

Ethical Issues and Decisions in Law Enforcement – Multijurisdictional Counterdrug Task Force Training (2020)

Multijurisdictional Counterdrug Task Force Training – Introduction to Money Laundering (2020)

Federal OEO Wiretap Training – US Office of Enforcement Operations (2019)

Electronic Crimes & Investigations Training Conference – Northern California HIDTA (2020)

Cross Examination and Expert Witnesses – Central Utah Bar Association (2020)

Utah County SWAT Hell Week (2019)

TEACHING/LECTURES

Instructor – Peace Officer Standards and Training Academy

Presenter – Proactive Internet Investigations – 2024 FBI Training

Presenter – Child Exploitation Undercover Operations – 2023 National Law Enforcement Training on Child Exploitation

Presenter – Courtroom Testimony for Forensic Examiners – 2023 International Association for Identification Annual Utah Chapter Conference

Presenter -

Presenter – The Devil's Playground – Investigations of the online exploitation of children – 2023 Ogden Community Crime Conference

Trainer – 2023 Interdisciplinary Exchange Program (Mexico) – Attorney General's Alliance

Presenter – Proactive Internet Investigations – Internet Crimes Against Children Task Force 2022

Presenter – 2022 Victim Advocate and Leadership Summit – UT Army National Guard
Presenter/Panelist – 2022 Utah Valley University Conference on Domestic Violence
Trainer – Internet Crimes Against Children Academy – Utah Attorney General’s Office
Trainer - Forensic Interview Training – Utah County Children’s Justice Center
Presenter - Basic Courtroom Training – Courtwatch
Presenter - Domestic Violence Investigation - Utah County Sheriff’s Department

Trainer – Officer Involved Shootings and Use of Force – Utah County SWAT Hell Week 2020, 2021, 2022
Presenter - Felony Domestic Violence Investigation – Utah County Sheriff’s Department
Guest Lecturer – Intro to Forensic Science – Utah Valley University
Guest Lecturer – Public Health Law – Utah Valley University

CERTIFICATES, BOARD MEMBERSHIPS, AND HONORARIA

Victim Services Commission – Child Abuse Subcommittee (2024 – present)
2023 Prosecutor of the Year – Utah Attorney General’s Office – Internet Crimes Against Children Task Force
Commandant’s List (top 10%) – Judge Advocate Officer Leadership Course – The Judge Advocate General’s Legal Center and School (2023)
Academic Excellence in Fiscal and Contract Law (top student) – The Judge Advocate General’s Legal Center and School (2023)

Utah Fentanyl Task Force (2024 – present)
Utah State Bar Leadership Academy Class of 2024
Utah’s “Legal Elite” (2022)
Utah Statewide Association of Prosecutors Legislative Advisory Committee (2021 – present)
Salt Lake County Sexual Assault Response Team Advisory Board (2021 – 2024)

**AGREEMENT FOR PROSECUTION SERVICES BETWEEN HIGHLAND
AND ALPINE CITIES AND CARLHOLLAN, ESO.**

THIS AGREEMENT FOR PROSECUTION SERVICES (“Agreement”) made this _____ day of _____, 2026, between HIGHLAND CITY, a Municipal Corporation, 5378 West 10400 North, Highland, Utah County, State of Utah, hereinafter referred to as “Highland,” ALPINE CITY, a Municipal Corporation, 20 N Main St., Alpine, Utah County, State of Utah, hereinafter referred to as “Alpine” (Highland and Alpine hereinafter referred to as “the Cities”); and CARL HOLLAN, of 649 N 2040 E, Spanish Fork, Utah County, State of Utah.

WHEREAS the Cities require prosecution services within the jurisdiction of the Cities; and,

WHEREAS the Cities have found Carl Hollan to be qualified to provide such services; and,

WHEREAS the Cities have found it appropriate to appoint Carl Hollan as the prosecuting city attorney for Highland and Alpine; and,

WHEREAS the parties desire to set forth their rights, duties, and obligations during the period of Carl Hollan’s appointment as prosecuting city attorney for the Cities.

NOW THEREFORE, the parties agree as follows:

PERIOD OF AGREEMENT

This Agreement shall be effective upon the date it is executed by all parties. The Agreement shall continue in effect for five (5) years from the date of signing. The Agreement may be renewed upon mutual agreement of the parties.

AMENDMENTS AND TERMINATION

The Compensation provided under this Agreement may be changed by mutual agreement of the parties as confirmed in writing, but any other modification of this Agreement shall require a written amendment signed by the parties. This Agreement, and the appointment of Carl Hollan, may be terminated by any party upon thirty (30) days’ written notice.

DUTIES AND OBLIGATIONS OF THE CITIES

1. The Cities shall:
 - a. Appoint Carl Hollan as the prosecuting city attorney for Highland and the prosecuting city attorney for Alpine.
 - b. Provide Carl Hollan with a city-issued email address for each city upon request by Carl Hollan.
 - c. Compensate Carl Hollan as set forth in this Agreement.

DUTIES AND OBLIGATIONS OF CARL HOLLAN

1. Carl Hollan shall:
 - a. Under the direction of the Cities' respective city administrators and city attorneys, perform all criminal prosecution or criminal work of any kind for crimes prosecuted in the Highland/Alpine Justice Court (infractions and Class B and C misdemeanors and city code violations).
 - i. This includes but is not limited to screening criminal cases referred for prosecution; filing criminal cases in the Highland/Alpine Justice Court; arranging service of process on parties; providing discovery to defendants and defense counsel; negotiating resolutions of criminal cases; drafting and executing plea agreements; appearing in court; responding to motions filed in these criminal cases; conducting bench and jury trials; and handling trials *de novo* in district court.
 - ii. Carl Hollan shall not be obligated to perform any work on any criminal matter where an ethical conflict barring Mr. Hollan from prosecuting the case arises. In the case of such a conflict, Mr. Hollan will notify the city administrators of the respective Cities and arrange for a qualified substitute prosecutor for such matter.
 - iii. Any appeals of any criminal case originating in the Highland/Alpine Justice Court to the Utah Court of Appeals, Utah Supreme Court, or any US Federal Court are beyond the scope of this Agreement and if the Cities desire Carl Hollan to represent the Cities for these matters, a separate agreement for those services must be negotiated separately from this Agreement.
 - b. Coordinate with the current prosecuting attorney for the Cities, who is resigning effective February 25, 2026, to take on and become responsible for the prosecution and management of all pending matters.
 - c. Maintain valid licensure, reasonable malpractice and liability insurance, and any necessary certifications necessary to provide prosecution services to the Cities.
 - d. Conduct all criminal prosecutions and perform all other work required or performed under this Agreement in accordance with the laws, rules, and ethical and professional standards of the state of Utah.
 - e. Arrange for a qualified substitute prosecutor to appear on Mr. Hollan's behalf for dates when Mr. Hollan may be unavailable to appear in the Highland/Alpine Justice Court at no additional charge to the Cities.
 - f. Be reasonably available to respond to inquiries from the Chief of Police for the Cities or the Chief's designee and provide legal advice regarding the legal conduction of law enforcement duties.
 - g. Be reasonably available to assist law enforcement officers in the Cities in

reviewing search warrants or responding to questions regarding the legal conduction of law enforcement duties.

- h. At the request of the Chief of Police of the Cities, prepare and present two trainings per calendar year for law enforcement officers on topics and subjects of criminal law selected by the Chief of Police of the Cities or the Chief's designee.

COMPENSATION

1. In compensation for the performance of the duties and obligations of this agreement, the Cities shall compensate Carl Hollan at a combined total flat rate of \$70,000 per calendar year ("Annual Compensation") for all services provided under this agreement.
2. The parties agree that Carl Hollan shall be an independent contractor and not an employee of either of the Cities. Carl Hollan shall not be entitled to health benefits, disability benefits, retirement benefits, or other benefits offered to employees of the Cities.
3. The parties agree that the Annual Compensation shall be divided into twelve (12) equal payments of \$5,833.33, paid monthly by Highland to Carl Hollan prior to the tenth (10th) day of the month, or if the tenth day of the month falls on a weekend or federal holiday, on the first business day after the tenth day of the month. Alpine shall reimburse Highland for its portion of the Annual Compensation pursuant to the separate agreement entered into by and between Highland and Alpine.
4. No tax or other withholdings shall be made from the Annual Compensation. Carl Hollan shall be solely responsible for any tax obligations or other payments owed to any applicable government entity in connection with the Annual Compensation.
5. In the event of services being performed for a partial month, compensation for the services performed during the partial month shall be calculated pro rata.
6. The parties may renegotiate the amount of compensation owed at times and in amounts as mutually agreed upon by the parties and confirmed in writing.
7. In the event that the number of criminal misdemeanor cases filed in the Highland/Alpine Justice Courts exceeds 122 cases per year (the number filed in FY2025, plus more than 10%), or the number of traffic citations issued exceeds 2,202 per year (the number issued in FY2025, plus more than 10%), the parties agree they will meet and confer regarding an appropriate increase in compensation. In the event the number of criminal misdemeanor cases filed in the Highland/Alpine Justice Court falls below 99 cases per year (the number filed in FY2025, minus more than 10%) or the number of traffic citations issued falls below 1818 (the number filed in FY2025, minus more than 10%), the parties agree they will meet and confer regarding an appropriate reduction in compensation.
8. The parties agree that the Annual Compensation shall be increased by the equivalent of

the average, annual cost-of-living adjustment in salary granted to employees of the Cities, if any, which increase shall not exceed the Utah State Retirement System cost-of-living adjustment for Tier 2 systems for the applicable year.

MISCELLANEOUS TERMS AND CONDITIONS

1. This Agreement shall be interpreted according to the laws of the State of Utah.
2. This Agreement represents the entire agreement between the parties.

[Signatures on following page.]

SIGNATURES

For ALPINE CITY:

DATE:

NAME
TITLE

For HIGHLAND CITY:

DATE:

NAME
TITLE

For CARL HOLLAN:

DATE:

CARL HOLLAN
Attorney



CITY COUNCIL AGENDA REPORT

ITEM #4c

DATE: February 3, 2026
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Chris Trusty, City Engineer/Public Works Director
SPONSORED BY: Chris Trusty, City Engineer/Public Works Director
SUBJECT: Surplus of Excess Water Meters
TYPE: General City Management

PURPOSE:

The City Council will consider surplussing 300 Sensus Iperl 1-inch water meters.

STAFF RECOMMENDATION:

Staff recommends placing 300 Sensus Iperl 1-inch water meters on surplus to allow for their resale.

PRIOR COUNCIL DIRECTION:

With the approval of the City Council, the city began installing meters in the summer of 2023.

BACKGROUND:

As the city nears the completion of the PI meter project, we have a surplus of meters that were over-ordered. Some of these meters will be kept by the PI department for future use. The culinary water department would like to purchase the remaining 3/4 inch meters for their future use. This leaves the City with 300 Iperl 1-inch meters that we do not feel will be of use to the City and, as such, would like to either return them to the supplier or declare them as surplus. Purchasing the meters in bulk allowed the city to purchase the meters at a reduced rate, and with restocking fees, it is likely the City could receive more money by selling them to other cities at current prices. By placing them on surplus, we could do this. If we have no interested entities, we could still return them to the supplier and receive a partial refund.

Staff currently plans to post the meters on the Public Surplus website and give notice 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.

The original purchase price of the meters was \$258 per meter. Currently, 1-inch water meters are being sold for \$280 per meter. We can return the meters to Mountainland where they were purchased, but Mountainland would only refund the city \$180.99 per meter. Staff feels that we should be able to sell these meters on surplus for at least \$240 each. These meters were purchased using state grant funding. Rather than returning money to the state, staff would like to show a credit for the sold meters against other eligible expenses that could otherwise be submitted to the state for reimbursement. Staff is currently verifying with our contact at the state that this is acceptable for the grant rules.

FISCAL IMPACT:

Revenue from the sale will go to the Pressurized Irrigation Fund, GL# 53-39-95 Other Non-Operating Revenue.

MOTION:

I move that City Council approve the resolution declaring the 300 Sensus Iperl 1-inch water meters as surplus and authorize the sale or disposal of these items as the City Administrator deems best for the City contingent on staff verifying all requirements for the state grant will be met.

ATTACHMENTS:

1. Resolution
2. Picture of Meters

**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 will determine 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 City Council of Highland, Utah, as follows:

SECTION 1. The Council hereby authorizes the City Administrator to sell, convey or dispose of the equipment as listed below following City policy as set forth above:

300 1-inch Meters

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 resolution and to the agreement referenced herein for the grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council.

This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Highland City Council this 3rd day of February 2026.

HIGHLAND CITY, UTAH

Brittney P. Bills
Mayor

ATTEST:

Stephannie B. Cottle
City Recorder

300 1-inch meters





CITY COUNCIL AGENDA REPORT

ITEM #4d

DATE: February 3, 2026
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Chris Trusty, City Engineer/Public Works Director
SPONSORED BY: Chris Trusty, City Engineer/Public Works Director
SUBJECT: Follow up on Storm Drain Cleaning Plans and Authorization for Purchase of a Vac Truck
TYPE: General City Management

PURPOSE:

The City Council will consider the options for maintaining the City's storm sewer system.

STAFF RECOMMENDATION:

Staff recommends purchasing a vac truck to be used for the annual maintenance of the City's storm sewer system along with hiring two additional part time staff members.

PRIOR COUNCIL DIRECTION:

On June 17, 2025, Council approved the adoption of the FY26 budget. The budget included GL# 54-40-14 Salaries/ Wages PT for \$61,577 with the intent of hiring two part-time employees to focus on maintaining the City's storm sewer infrastructure. Also included in the budget was GL#54-40-59 Capital Equipment Purchase, which included \$140,000 to be used to fund the acquisition of a vac trailer that would be used by city staff for storm sewer maintenance.

Prior to purchasing the equipment and advertising the two part-time positions, city staff were instructed to solicit bids from contractors who would have the ability to perform the work to see if it was more financially advantageous to contract the work or purchase equipment and do it in house.

BACKGROUND:

The City's storm drain infrastructure is a vital component of the city's infrastructure. It consists primarily of inlets, manholes (cleanouts) and sumps that disperse the collected runoff into the ground. Debris that collects near roadways such as leaves and garbage will usually find its way into the storm drain system. As more debris collects, it hinders the ability of the storm drain system to function properly. Clogged systems would prevent rainfall from properly infiltrating into the ground and could pose a risk of flooding during large rain events. In order to prevent a clogged system that doesn't drain properly, the system to be routinely cleaned out to remove the collected debris. Ideally, the program would be on a three-year rotation, allowing for one-third of the city's system to be cleaned annually.

Further, as part of the City's obligation as a MS4 municipality requires routine maintenance and inspections of our storm water system, which we have been lacking on for several years because we do not have the proper equipment or manpower to do so. Highland has previously been audited by that state, and we should anticipate the state circling back for a second round of audits in the coming year.

The goal would be to implement this program and document work being done to avoid a negative evaluation of our SWPPP program and possibly incurring fines.

Currently, the storm drain personnel is combined with the city's streets department, which, in addition to lacking necessary equipment, has caused the city to fall behind on needed maintenance. During the budgeting process, Public Works recommended that the city hire additional part-time staff that could be paired with full-time employees and used to implement a functioning storm drain maintenance program.

After conducting research on equipment options, staff is recommending the purchase of a vac truck as it is the best piece of equipment for storm drain maintenance for Highland's system. The hose from a vac truck is lowered into the manholes and sumps and essentially vacuums up the debris. A vac truck has enough suction power and a long enough hose to reach the deepest cleanouts that the city has at 20-25 feet deep. In addition, a vac truck has sufficient water storage and jetting powers and ample storage capacity for removed debris. Staff obtained bids for vac trucks and the lowest bid was from Dawson Infrastructure Solutions for \$619,583.68. Originally, staff budgeted much less in our capital line item in the FY26 budget because we were anticipating using a different piece of equipment called a vac trailer that is significantly cheaper. After doing more research, we've found that a vac trailer is unfortunately not sufficient for our needs.

An invitation to bid was issued by City public works staff soliciting bids for the perpetual maintenance of the city's storm sewer system. The invitation asked interested bidders to consider the costs associated with cleaning and disposing of collected materials from the City's storm drains. Contractors were asked to price this project over a three-year period. Bids obtained by the City are included below, and compared to the expected costs should the maintenance remain in-house and conducted by city staff.

MAINTENANCE BID	Hydro Vac	Noland Construction	BHI	Hydro Hog	Highland Vac Truck Purchase & Hiring Two PT Staff
Year 1	\$263,125	\$132,600	\$588,793	\$296,295	\$681,160
Year 2	\$281,544	\$140,400	\$613,261	\$296,295	\$73,404
Year 3	\$301,520	\$149,150	\$637,729	\$296,295	\$75,306
3 YR TOTAL	\$846,189	\$422,150	\$1,839,782	\$888,885	\$829,870

Prices above for the truck and trailer include the initial purchase price in year one, annual staff costs with annual escalations assuming pay increases and maintenance costs of \$10,000 for the truck. Given that Noland's bid is half the price of the next closest bid, staff does have some concerns about the ability of Noland to do the requested work for the proposed price. Staff has clarified the expectations and requirements with Noland who confirmed that their proposed price is valid. Although we only requested

costs from contractors for three years, we would need to renew/ rebid this contract every three years. If it turns out that Noland is able to perform well, the break-even point between Nolan and the vac truck purchase option is in approximately year 8. Because vac truck lifespans are approximately 25 years, staff feels like it is the better option to purchase the vac truck and complete the work in-house as it is less expensive for the City long term.

FISCAL IMPACT:

Depending on whether the Council would like to contract out the work or go the in house route, costs for the first year could be between \$132,600 and \$681,160 the first year. Funding for this expense is included within the 26FY (fiscal year) budget as follows:

- \$61,577 in GL# 54-40-14 Salaries/ Wages PT; and
- \$140,000 in GL# 54-40-59 Capital Equipment Purchase.

If the Council wanted to go the in-house route, the Council could use existing fund balance to make up the difference in an end-of-year budget adjustment. The fund balance in the storm drain fund at the end of fiscal year 2025 was \$2,650,298. Taking \$480,000 from that fund balance would still preserve more than 365 days of cash on hand.

Council could also delay the purchase and include the additional costs in the next budget year.

MOTION:

Motion to Purchase the Vac Truck in FY26

I move that the City Council direct staff to move forward with the storm drain cleaning plan in house and approve the purchase of a vac truck in an amount not to exceed \$620,000 from GL# 54-40-59, \$480,000 of which will be included in the year-end budget adjustments using fund balance.

Motion to Purchase the Vac Truck in FY27

I move that the City Council direct staff to include an in-house storm drain cleaning program including the purchase of a vac truck in the FY27 budget for consideration.

Motion to Contract Out the Service

I move that the City Council award a bid to Noland Construction for a three-year storm drain cleaning and maintenance contract in an amount of \$464,365 which includes a 10% contingency.

ATTACHMENTS:

1. Storm Drain Maintenance Invitation to Bid
2. Noland Maintenance Bid
3. Vac Truck Bid

Invitation to Bid

To provide

MAINTENANCE SERVICES

For the

**HIGHLAND CITY
STORM DRAIN SYSTEM**

For



HIGHLAND CITY

HIGHLAND CITY
5400 Civic Center Drive, Suite 100
Highland, Utah 84003
(801)756-5751

October 2025

SCOPE OF SERVICES

Objective

Highland City is seeking services for storm drain sump maintenance from qualified individuals. The majority of Highland City's storm drain system is comprised of inlets connected to sums that allow the collected storm water to percolate into the ground. Most of the sums within the city are 8 to 12 feet deep, five-foot diameter concrete perforated manholes, although the City has some sums that are up to 20 feet in depth. Highland City currently has approximately 672 sums located throughout the system. In addition to the sums, the system contains approximately 474 cleanout manholes and 1199 inlets.

Maintenance Services

Maintenance services will be comprised of removing all foreign materials from inlets, pipes and sums. This may include manmade garbage and refuse, dirt, silt, gravel or rocks. All materials are to be legally disposed of by selected contractors. Because of the depth of the sums, it is suggested that interested contractors have a vac-truck or similar equipment to be able to completely remove foreign materials from manholes up to a depth of 20 feet.

It is expected that approximately one third of the entire system will be cleaned annually, with the entire system being cleaned at least once within a three-year period. This contract proposal is a three-year contract which should include anticipated pricing annually for each of the three years.

Documentation

All work completed should be documented monthly as part of submitted project invoices. Bidder is responsible for ensuring all submitted documentation of completed is true and accurate. City staff will have oversight to verify completion of work as detailed.

Award of Contract

The award of a contract, if made will be made to the most responsible bidder who submits a bid. No award will be made until all necessary investigations have been made to determine the eligibility and responsibility of the bidder under consideration. The City may require bidders to submit a certified financial statement, an experience record, a list of equipment available for the work and a certified statement disclosing all ownership interests, whether direct, indirect or beneficial and including intermediate and ultimate ownership interests where several levels of ownership exist, disclosing any single source in excess of 30% of outstanding debt and disclosing any person or entity that has guaranteed in excess of 30% of the bidder's outstanding debt. Furthermore, such disclosure shall contain any information of or relating to any and all common ownership, control, management or common pecuniary benefit said bidding entity, its owners, management or representatives possess or retain in any entity now participating in the contracts or bidding thereof. The City will be the sole judge as to the eligibility of the bidder and the responsibility of the bidder to satisfactorily perform the work specified within the contract's time. In the event the City approval is not received within sixty calendar days after the opening of bids, the bidder may request that he be released from the contract obligation and that his bid

bond be released, in which case the City shall release the bidder's bond. The foregoing action by the City or the bidder shall in no way provide any cause whatsoever for claim against the City by the bidder. Bidder shall provide name of insurance carriers and limits of both general liability and professional liability and coverage amounts.

Submission

Proposals for the construction of the Highland City Storm Maintenance Project will be received on Utah Public Procurement Place (U3P, formerly known as SciQuest) until Thursday November 6, 2025 at 10:00 AM local Mountain Standard Daylight Savings Time. Bids received prior to the Deadline will be considered in compliance and will then be opened by the County and evaluated. Bids received on Utah Public Procurement Place (U3P, formerly known as SciQuest) after the above indicated Deadline will be considered non-compliant and not complete and will not be opened. An Abstract of Bids will be available to Bidders on request.

Fee Proposal

Submit a fee proposal for the project, broken down annually for a three-year period. The proposed fee will serve as a not to exceed fee amount. Upon execution of the Agreement by both parties, the contractor will receive authorization to proceed with only those services identified in the Agreement. The contractor 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.

Questions about the project or RFP shall be directed to Chris Trusty at ctrusty@highlandut.gov.



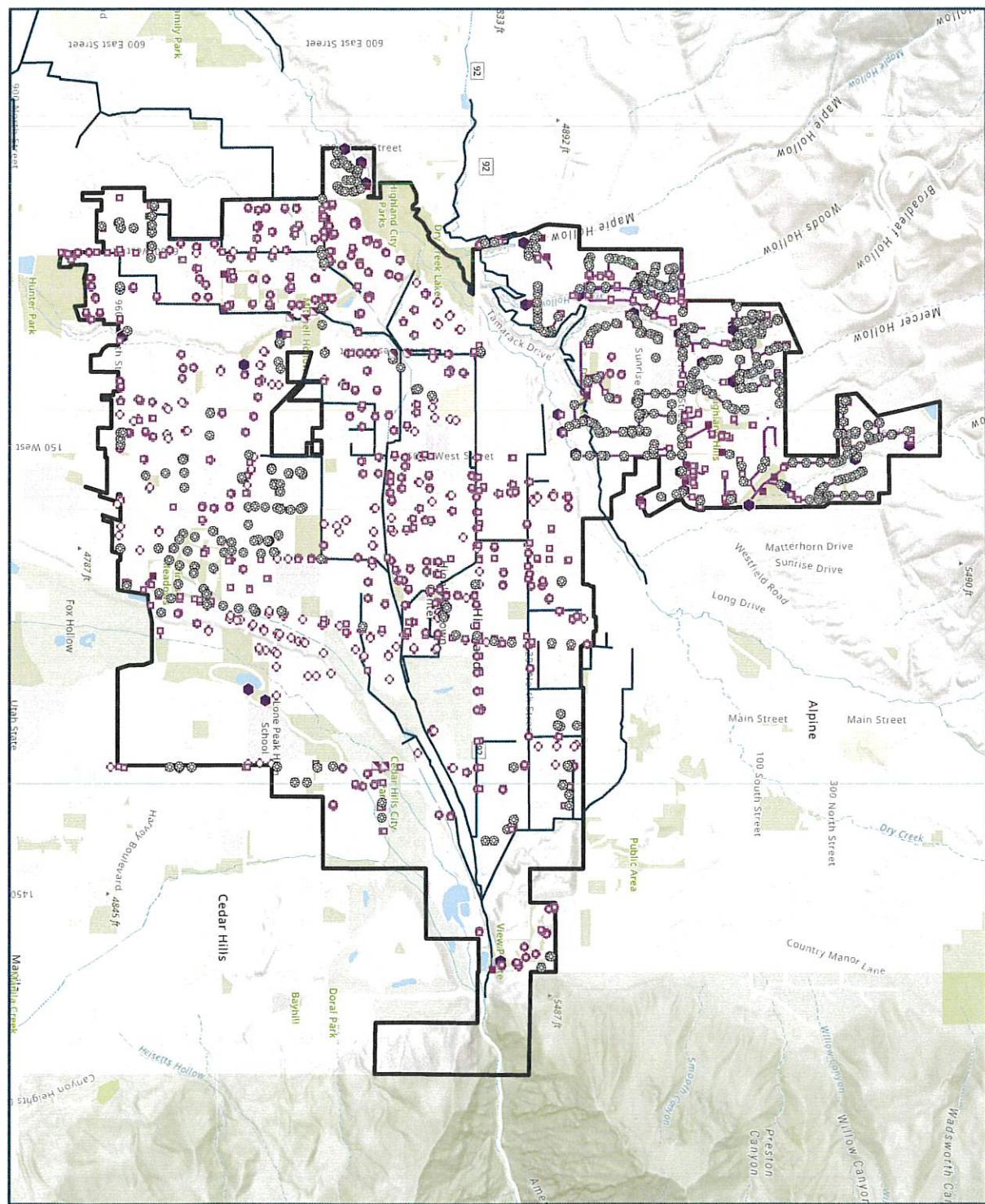
Stormwater System

- Cleanout Manhole (474)
- Combo Box (8)
- Detention Basin (35)
- Inlet (1199)
- Sump (672)
- Outfalls (33)
- Channels
- Stormwater Lines

0 1200 2400 3600 4800
US Feet



JUB ENGINEERS, INC.
THE LANDON GROUP
GATEWAY MAPPING INC.
JUB FAMILY OF COMPANIES





NOLAND & SON CONSTRUCTION

To: Highland City	Contact: Chris Trusty				
Address: 5400 West Civic Center Drive Highland, UT	Phone: 801-756-5751				
Project Name: Highland Storm Drain Maintenance	Fax:				
Project Location: Various, Highland, UT	Bid Number:				
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	2026 Storm Drain Structure Maintenance Cleaning	780.00	EACH	\$170.00	\$132,600.00
2	2027 Storm Drain Structure Maintenance Cleaning	780.00	EACH	\$180.00	\$140,400.00
3	2028 Storm Drain Structure Maintenance Cleaning	785.00	EACH	\$190.00	\$149,150.00
Total Bid Price:		<u>\$422,150.00</u>			

Payment Terms:

This is an estimate only - billing will reflect actual quantities installed at unit prices quoted. Written proof of funding for the project must be provided prior to any work commencing.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.	CONFIRMED: Noland & Son Construction Co., Inc.
Buyer: _____	
Signature: _____	Authorized Signature: _____
Date of Acceptance: _____	Estimator: Daniel Hill 801-718-7984 daniel@nolandconstruction.com

STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE		REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)	
Noland And Son Construction Co Inc 1350 W 7900 S WEST JORDAN UT 84088		231300-5501 Contractor With LRF	
		E100	
EFFECTIVE 06/22/1999		EXPIRATION 11/30/2025	
DBAs: None Associated			

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

NOLAND AND SON CONSTRUCTION CO INC
1350 W 7900 S
WEST JORDAN UT 84088

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 06/22/1999

EXPIRATION DATE: 11/30/2025

ISSUED TO: Noland And Son Construction Co Inc
1350 W 7900 S
WEST JORDAN UT 84088



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

231300-5501

Contractor With LRF

DBAs: None Associated

E100



Experts in Environmental & Inspection Equipment Solutions

Dawson Infrastructure Solutions

(303) 632-8236
dawsonis.com

Bill To

Roy Bond
Highland City, UT
5400 W Civic Center Dr
Highland City UT 84003
United States

Estimate

Date 12/4/2025
Estimate # Q22911

Expires 1/3/2026
Terms Net 30
Shipping Method Best Way
Sales Order #

Qty	Description	Rate	Amount
1	RamVac HX-12 Truck Mounted Hydro Excavator Mounted on a Western Star 47X 450HP Currently in stock and ready for immediate delivery. Availability subject to prior sale.	614,083.68	614,083.68

Subtotal 614,083.68
Shipping Cost (Best Way) 5,500.00
Total \$619,583.68



Q22911



DAWSON

INFRASTRUCTURE SOLUTIONS

Experts in Environmental & Inspection Equipment Solutions



HX-12 Hydroexcavator

Water System:

1300 gal Duraprolene tank capacity
 Hydraulic Powered Water Pump Via
 Transmission PTO Drive
 (0 - 10 gpm @ 3000 psi)
 Water Pressure Display
 400,000 BTU Water Heater
 2.5" Hydrant Fill system w/ 25' hose
 Air Purge Valve, Recirculation
 System and Wash Station
 75' of 3/8" Hose w/ retractable reel

Electrical:

NEMA 4 Control Panel
 Wireless Remote Control
 Hour Meter

Compartment:

Steel shroud encloses all water components
 80,000 BTU Compartment Heater
 Roll Up Doors
 Heated Equipment Locker

Vacuum System:

4400 CFM Blower
 8" Vacuum Hose system
 18" HG vacuum rating
 Cyclone Separator
 Heavy Duty Final Filter Box
 Vacuum Enhancer
 Directional Discharge System
 Hydrostatic Blower Drive via rear
 mount chassis engine pump drive

Boom:

Powered boom
 330° Working Radius
 Boom Reach - 18' extendable to 23'
 (2) Boom Mounted Work Lights

Truck:

Mounting to approved chassis
 Alum Toolbox 18"x18"x30" Driver Side
 Mud flaps, Bumper
 LED D.O.T. approved lighting

Debris Tank:

12 cubic yards (2500 gl) Debris Tank
 Hydraulic Dump, 50° Dump Angle (Cylinder)
 Debris Level Indicator
 Debris Tank Flush
 Fold Down Pipe Rack
 Hydraulic Powered Open/Close Rear Door

Accessories:

(4) 8" x 6' Extension Tubes
 (5) Quick Clamps 8"
 (1) 8" x 6' Digging Tube
 Kit, Wand,Digging,Hydro-Ex Truck
 Wand,Digging,Hydro-Ex Truck
 Washdown Gun Kit & Nozzle
 (1) Hydrant Wrench
 25' Fill Hose
 (1) Paper Owner's Manual

STANDARD OPTIONS:

ENCLOSURE AND TOOL TRAYS:

		QTY	
UPGRADE TO ALUMINUM SHROUD		1	included
POLAR PACK INSULATION SYSTEM		1	included

WATER SYSTEM ATTACHMENTS:

WINTERIZATION SYSTEM (Includes 10 gallon antifreeze tank)		1	included
2" WYE-STRAINER ON INLET FILL SYSTEM		1	included
UPGRADE WATER PUMP TO 18GPM @ 3,000PSI PLUNGER STYLE TRIPLEX WATER PUMP W/ 30 MINUTE RUN DRY CAPABILITY		1	included
800,000 BTU WATER HEATER RATED 20GPM @ SYSTEM PRESSURE		1	included
DUAL OPERATOR STATION (Includes second reel w/ 75' x 3/8" hose, complete set of digging wands, and extensions)		1	included

VACUUM OPTIONS:

Vacuum Breaker Option (4400 CFM blower only)		1	included
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DEBRIS BOX & BOOM:

CENTRAL LUBRICATION SYSTEM		1	included
DEBRIS BODY VIBRATOR SYSTEM (12V electric switch near dump controls)		1	included
DEBRIS LIQUID LEVEL AUDIBLE ALARM (Level set point is adjustable.)		1	included

ELECTRICAL & LIGHTING:

GROUNDING REEL & SPIKE (75')		1	included
LED AMBER STROBE LIGHT		1	included
LED ARROW STICK		1	included
LED BODY MOUNTED WORK LIGHTS (2 lights mounted on shroud)		1	included
LED REAR MOUNTED WORK LIGHTS (2 lights mounted above rear door)		1	included
PREMIUM STROBE LIGHT PACKAGE (12 lights total)		1	included

CHASSIS:			
AIR PURGE SYSTEM (powered via chassis air system)		1	included
REAR BACKUP CAMERA W/ 7" COLOR MONITOR MOUNTED IN CAB		1	included
SIX 28" D.O.T. SAFETY CONES AND HOLDER		1	included
MANUALS & TRAINING:			
USB OPERATOR'S MANUAL		1	included
TRAINING AT CUSTOMER'S LOCATION (1 day)		1	included
SIGNATURE	DATE		

RAMVAC

by SEWER EQUIPMENT



HX TRUCK SERIES



HX TRUCK SERIES

The RAMVAC truck-mounted vacuum excavator is built from the ground up to be the safest, simplest and most maneuverable vacuum excavator on the market. When RAMVAC engineers began designing the HX truck mounted series, they called on end users like you to help them understand what is important in the field and on the road.



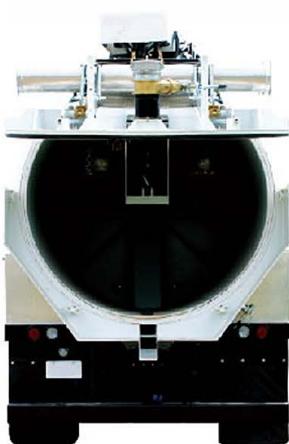
RAMVAC understands that operators need a truck that can be easily maintained in the field with parts that are locally available. The trucks in the HX series are made with easily understood electrical systems and do not rely on complex computer systems. Owners are looking for a competitive advantage and RAMVAC offers trucks with better fuel economy and more reliable drive systems.

RAMVAC HX truck series come equipped with many exclusive features that set it apart from its competition. The exclusive temperature controlled environmental chamber protects against water system freezing. This allows you to utilize the truck in all climates, whether it be in an oilfield in South Texas or in the Canadian Tar Sands. This enclosure also provides security for all components inside the chamber. The design of the RAMVAC HX series ensures one of the smallest footprints in the industry, allowing operators to maneuver in and out of areas that competitor trucks cannot.

The air filtration system is another key to RAMVAC's industry leading performance. Its design delivers high performance air movement and maximum blower protection. RAMVAC's standard Dig Deep boom increases operator productivity by providing the ability to dig 13 feet below grade utilizing one standard vacuum tube.

With a number of available options, the RAMVAC HX series can be customized to meet the needs of any operator. RAMVAC's HX series trucks are available with 3,000 to 5,400 CFM blowers, 6" and 8" systems, 3 yard to 15 yard debris tanks and transfer case or hydrostatic drive. RAMVAC's Central Lubrication System and additional available 800,000 BTU water heater are features that set RAMVAC apart from the competition while helping operators get the job done right the first time.

Our goal is to build a truck for you, that not only meets your needs, but exceeds your expectations. RAMVAC puts operator safety and simplicity at the top of the list and is committed to building machines of the highest caliber to ensure the quality performance you require to reduce down time and keep you profitable.



RAMVAC's boom features a 5' extension for a total reach up to 26' from the truck. Worm gear driven, with access to the receiver box, and a abrasion-resistant steel at the back to absorb the impact from bulk material. RAMVAC's standard "dig deep" boom provides operators the ability to dig 13 feet below grade utilizing one standard vacuum tube.

The Temperature Controlled Environmental Chamber is a RAMVAC Exclusive feature. The entire water system is enclosed in this insulated, heated compartment. From the moment the water enters the top of the tanks until the moment it leaves the hose reel, every component from tank to pump are heated by our 80,000 BTU heater.

RAMVAC HX trucks come standard with locking differentials and power diverters to help you get out of the most difficult terrain. Its design ensures one of the smallest footprints in the industry, allowing you to get into those tight spots where other hydro excavators will not fit.

RAMVAC features a NEMA 4 electrical system, including a dust and water resistant control panel, rubber booted and o-ringed controls, loomed wiring, sealed automotive style connections and junctions, as well as a common electrical ground.

RAMVAC Hydro Excavator's drive system includes fail safes that other manufacturers do not. The truck series is equipped with independent drive systems for the blower, the water system and auxiliary hydraulics to ensure less wear and tear, as well as system separation.



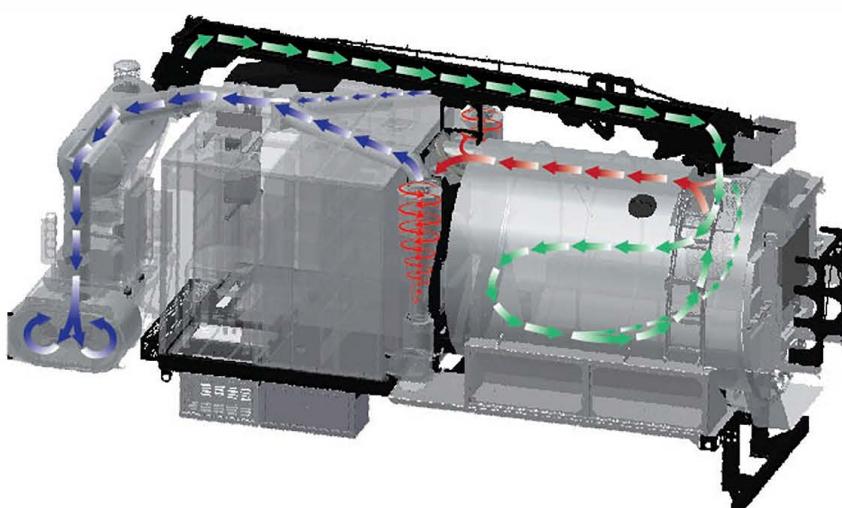
RAMVAC Air System

The RAMVAC Air System is the secret behind our industry leading performance. The RAMVAC Air System is designed to deliver industry leading air movement, while providing the maximum protection for your blower.

The first stage in the RAMVAC Air System is air flow through the boom. The material will impact the back of the receiver box and start to drop into the tank. As the material enters the tank, it is directed toward the front of the tank to provide for even distribution. The air entering the tank along with the material is routed from the single 8" entry point to dual 8" exit points located at each side of the entry. Thus slowing down the air flow and improving material separation.

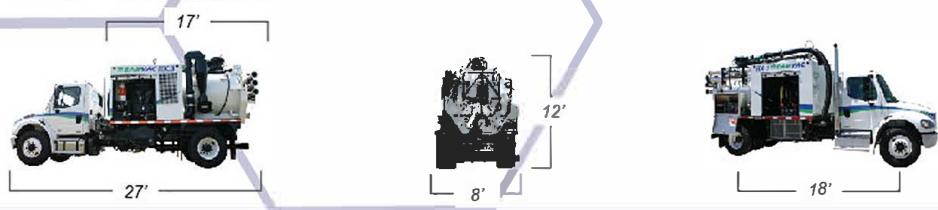
The second stage of the RAMVAC Air System takes the air from the tank and routes it into our cyclone filters. At this point the cyclonic action of these filters propels any remaining material to the side walls of the filters and then down into an easily maintained collection box.

In the third stage of the RAMVAC Air System, the air moves from the cyclone filter into the dual 10 micron final filters. These washable filters will capture any fine particles remaining in the air stream before allowing the air to pass through the positive displacement blower.

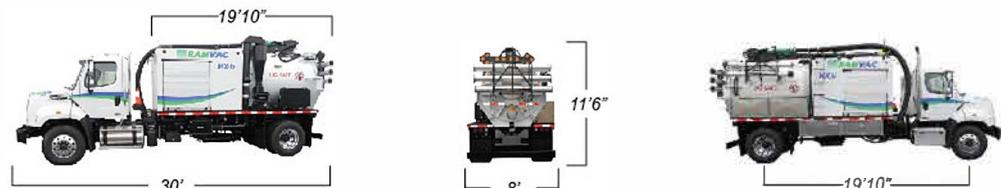


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80216 (303) 632-8236
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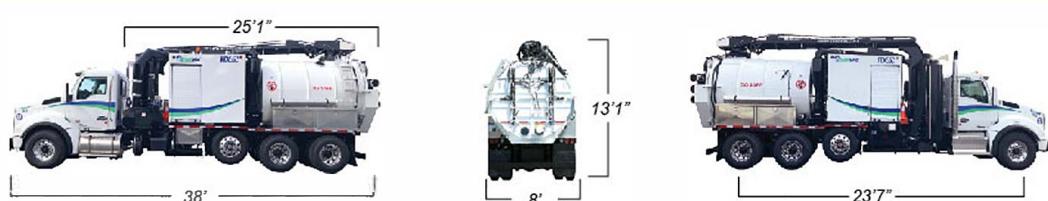
MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT EMPTY	GVWR	BOOM REACH	CAPACITY	MIN HP	AXLE CONFIGURATIONS
HX3	27'	8'	12'	23,800lbs.	33,000lbs.	11'-16'	3yd	300hp	Single or Tandem Axle



MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT EMPTY	GVWR	BOOM REACH	CAPACITY	MIN HP	AXLE CONFIGURATIONS
HX6	30'	8'	12'	27,040lbs.	39,000lbs.	13'-18'	6yd	300hp	Single or Tandem Axle



MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT EMPTY	GVWR	BOOM REACH	CAPACITY	MIN HP	AXLE CONFIGURATIONS
HX9	35'	8'	13'1"	38,300lbs.	66,000lbs.	15'-20'	9yd	425hp	Tandem, Pusher, or Tri Axle



MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT EMPTY	GVWR	BOOM Reach	CAPACITY	MIN HP	AXLE CONFIGURATIONS
HX12	38'	8'	13'1"	43,030lbs.	79,200lbs.	18'-23'	12yd	425hp	Tandem, Pusher, or Tri Axle



MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT EMPTY	GVWR	BOOM Reach	CAPACITY	MIN HP	AXLE CONFIGURATIONS
HX15	40'	8'6"	13'1"	46,500lbs.	88,000lbs.	21'-26'	15yd	425hp	Tri Axle

	HX-3	HX-6	HX-9	HX-12	HX-15
Temperature Controlled Environmental Chamber					
Steel Construction	S	S	S	S	S
Aluminum Construction	O	O	O	O	O
Insulation System	Ω	Ω	O	O	O
"Polar Pack" Insulation System	O	O	O	O	O
80,000 BTU Heater	S	S	S	S	S
Heated Equipment Locker	S	S	S	S	S
Boom Assembly					
6-Way Hydraulic Assist	S	S	S	S	S
Dig Deep Boom	S	S	S	S	S
320 Degree Working Radius	S	S	S	S	S
Replaceable Wear Plate	S	S	S	S	S
Easy Access Inspection Port	S	S	S	S	S
Telescoping Boom			O	O	O
Chassis					
Single Axle Configuration	S	S			
Tandem Axle Configuration	O	O	S		
Tandem Axle w/ Pusher Configuration				S	
Tridem Axle Configuration				O	S
LED ICC Lighting	S	S	S	S	S
No Sail Mud Flaps		S	S	S	S
Hitch w/ Brake Controller	O	O	O	O	O
Vacuum System					
3000 CFM and 18"	S	S	O	O	O
4400 CFM and 18"			S	S	S
5400 CFM and 28"			O	O	O
6" Vacuum System	S	S			
8" Vacuum System			S	S	S
Cyclone Separation	S	S	S	S	S
10 Micron Final Filter	S	S	S	S	S
Vacuum Enhancer	S	S	S	O	O
Directional Discharge	S	S	S	O	O
Hydrostatic Blower Drive	S	S	S	O	O
Tool Boxes & Storage					
Deck Mounted Aluminum Tool Box Driver Side			S	S	S
Deck Mounted Aluminum Tool Box Passenger Side	S	S	S	S	S
Below Deck Mounted Aluminum Tool Box Driver Side			S	S	S
Below Deck Mounted Aluminum Tool Box Passenger Side		S	S	S	S
Deck Mounted Steel Tool Tray	O	O	O	O	O
Behind Cab Tool Tray	S	S	O	O	O

Legend
Standard S
Optional O

	HX-3	HX-6	HX-9	HX-12	HX-15
Excavation System Attachments & Accessories					
185 CFM @ 150 psi Air System	O	O	O	O	O
Additional Air Lance	O	O	O	O	O
Additional Water Lance	O	O	O	O	O
Debris Box					
1/4" EX-TEN Steel Construction	S	S	S	S	S
Debris Liquid Level Indicator	S	S	S	S	S
50 Degree Hydraulic Dumping	S	S	S	S	S
Fold Down Pipe Racks	S	S	S	S	S
Hydraulic Open/Close Rear Door	S	S	S	S	S
Electric Body Vibrator	O	O	O	O	O
Audible Liquid Level Alarm	O	O	O	O	O
8" Sampling Port w/ Ladder			S	S	S
Dual 6" Ported Rear Door			S	S	S
4" Hydraulic Trash Pump (800 GPM)			O	O	O
3" Hydraulic Trash Pump (400 GPM)	O	O			
Central Lubrication System	O	O	O	O	O
Electrical & Lighting					
NEMA 4 Rated Control Box	S	S	S	S	S
Wireless Remote	S	S	S	S	S
Tethered Remote	O	O	O	O	O
Water System					
325 Gallon Water Capacity	S				
650 Gallon Water Capacity		S			
1300 Gallon Water Capacity			S	S	S
10 GPM @ 2500 psi Pump	S	S	S	S	S
18 GPM @ 2500 psi Pump	O	O	O	O	O
400,000 BTU Water Heater	S	S	S	S	S
800,000 BTU Water Heater	O	O	O	O	O
2.5" Water Fill	S	S	S	S	S
"Y" Strainer Water Fill Filter	O	O	O	O	O
Water Recirculation System	S	S	S	S	S
Heated Hand Wash System	S	S	S	S	S
75' of 3/8" Hose w/ Spring Load Retractable Reel	S	S	S	S	S
Anti-Freeze System (10 Gallons)	O	O	O	O	O
Inlet Misting System	O	O	O	O	O
Dual Operator Station	O	O	O	O	O
Air Purge System (Chassis Powered)	O	O	O	O	O
Accessories					
Extension Tube Kit	S	S	S	S	S
Digging Tube w/ Insulation	S	S	S	S	S
Quick Clamp Kit	S	S	S	S	S
Rotary Head Digging Wand	S	S	S	S	S
Dual Nozzle Chisel Head Wand	S	S	S	S	S
Washdown Gun	S	S	S	S	S
25' Fill Hose	S	S	S	S	S
Hydrant Wrench	S	S	S	S	S
Owner's Manual (Paper & CD)	S	S	S	S	S
Safety Cones w/ Rack	O	O	O	O	O

Products subject to change without notification.
Actual projects may not be an exact match to product as shown.

303-632-8236

www.dawsonis.com



DAWSON
INFRASTRUCTURE SOLUTIONS

Experts in Environmental & Inspection Equipment Solutions

434 E 56th Ave Denver, Co 80216 (303) 632-8236
www.dawsonis.com

Prepared for:
John Wichmann
SEWER EQUIPMENT CO OF
AMERICA BB
1590 DUTCH RD
DIXON, IL 61021
Phone: 815-835-5566

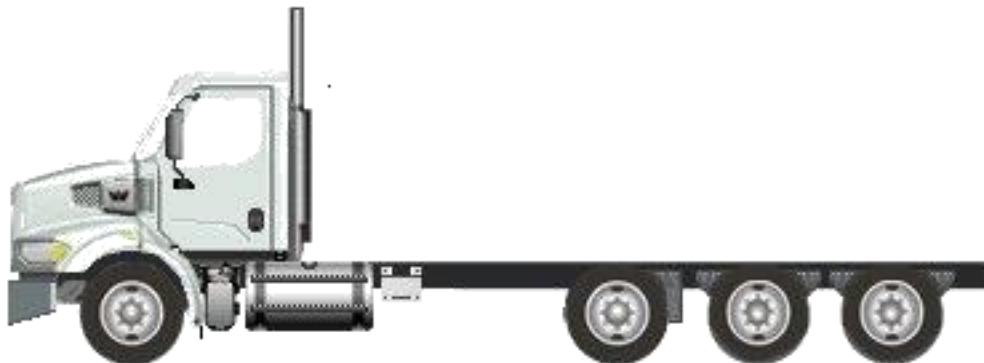
Prepared by:
Andy Ruden
TRUCK COUNTRY OF IOWA,
INC.
3201 HWY 61/151
DUBUQUE, IA 520039695
Phone: 563-556-3773

A proposal for
SEWER EQUIPMENT CO OF AMERICA BB

Prepared by
TRUCK COUNTRY OF IOWA, INC.
Andy Ruden

May 08, 2024

Western Star 47X



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
 John Wichmann
 SEWER EQUIPMENT CO OF
 AMERICA BB
 1590 DUTCH RD
 DIXON, IL 61021
 Phone: 815-835-5566

Prepared by:
 Andy Ruden
 TRUCK COUNTRY OF IOWA,
 INC.
 3201 HWY 61/151
 DUBUQUE, IA 520039695
 Phone: 563-556-3773

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-28X	WST 47X/49X PRL-28X (EFF:MY25 ORDERS)		
Data Version			
DRL-040	SPECPRO21 DATA RELEASE VER 040		
Vehicle Configuration			
001-470	WESTERN STAR 47X	9,050	6,525
004-225	2025 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-008	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS	15	15
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION IN EPA OR ACT STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
AF2-998	NONE		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-013	MOIST BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 13200.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 79200.0 lbs		
Truck Service			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		
AF3-2AA	SEWER EQUIPMENT COMPANY		
Engine			
101-26J	CUM X12 455V HP @ 1900 RPM, 1550 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45
Electronic Parameters			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-014	PTO MODE ENGINE RPM LIMIT - 1800 RPM		
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES		
79S-010	PTO MODE CANCEL VEHICLE SPEED - 3 MPH		
79U-008	PTO GOVERNOR RAMP RATE - 300 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-027	CRUISE CONTROL BUTTON PTO CONTROL AND THREE REMOTE PTO SPEEDS		
79X-004	PTO SPEED 1 SETTING - 850 RPM		
79Y-009	PTO SPEED 2 SETTING - 1400 RPM		
79Z-006	PTO SPEED 3 SETTING - 1700 RPM		
80G-014	PTO MINIMUM RPM - 650		
80L-004	ENABLE DPF REGEN STAY WARM		
80S-014	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS		
80V-004	ENGINE MOUNT PTO, TEM SUPPLIED REQUEST		
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		

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Data Code	Description	Weight Front	Weight Rear
014-115	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER AND PASSIVE PRECLEANER	10	
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10	
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	-10	
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	-50	10
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-020	UNPOLISHED ALUMINUM WST BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-048	CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-004	CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-003	90 DEG STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	9	3

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Data Code	Description	Weight Front	Weight Rear
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER		
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10	
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
261-001	STANDARD CHARGE AIR COOLER PLUMBING		
270-016	RADIATOR DRAIN VALVE		
173-014	TRAILER HEATER PLUMBING FROM ENGINE TO BACK OF CAB WITH BALL SHUTOFF VALVES INSIDE RIGHT HAND RAIL	32	
168-002	LOWER RADIATOR GUARD		
361-017	FLYWHEEL PTO, STANDARD GEARS, FOR REMOTE MOUNTED PUMP, CLOCKWISE ROTATION, AS VIEWED FROM REAR OF VEHICLE	50	10
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
166-005	PHILLIPS-TEMRO 300 WATT/115 VOLT OIL PREHEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

Transmission

342-1M3 ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

Transmission Equipment

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Data Code	Description	Weight Front	Weight Rear
343-316	ALLISON VOCATIONAL PACKAGE 150 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-018	S7 ECONOMY LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-009	1800 RPM PRIMARY MODE SHIFT SPEED		
84H-009	1800 RPM SECONDARY MODE SHIFT SPEED		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84P-998	NO TCU-PTO DRIVE INTERFACE		
84M-001	PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS		
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
*	362-663	CHELSEA PTO - CHL267SDFJP M5XX	
	363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON	
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN	
	345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED	
	370-006	WATER TO OIL TRANSMISSION COOLER	
	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK	
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)	

Front Axle and Equipment

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Data Code	Description	Weight Front	Weight Rear
400-1AC	CUMMINS-MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	240	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	40	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-104	DUAL POWER STEERING GEARS, BENDIX 16-20K	80	
534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-006	20,000# FLAT LEAF FRONT SUSPENSION	250
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION	
410-001	FRONT SHOCK ABSORBERS	

Rear Axle and Equipment

420-103	CUMMINS-MERITOR RT-46-160 46,000# R-SERIES TANDEM REAR AXLE	470
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS	60
421-456	4.56 REAR AXLE RATIO	
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING	
386-089	SPL250 HT XL DANA SPICER MAIN DRIVELINE	40
388-012	SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES	10
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES	30

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Data Code	Description	Weight Front	Weight Rear
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	175	
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS	10	
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		

Rear Suspension

622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION	780
621-111	10.8 INCH NOMINAL RIDE HEIGHT (490MM GLOBAL REFERENCE HEIGHT)	
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP	
624-009	54 INCH AXLE SPACING	10
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS	
623-005	FORE/AFT CONTROL RODS	
439-998	NO REAR SHOCK ABSORBERS	-30

Pusher / Tag Equipment

035-179	WATSON/CHALIN SL-13 TRU-TRACK 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION, 15X4 BRAKES AND INTEGRAL FF1 AXLE	475	875
443-1F9	WATSON/CHALIN 13,200# FF1 STEERABLE 15X4 BRAKE INTEGRAL PUSHER AXLE		
449-060	CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS		

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Data Code	Description	Weight Front	Weight Rear
874-015	(1) DASH VALVE AND (1) GAUGE FOR SINGLE LIFT AXLE		
87F-005	LIFT AXLE WIRING, LIFT IN REVERSE, WITH LAST STATE RETENTION WITH IGNITION OFF		
896-014	(1)REGULATOR MOUNTED ON CHASSIS FOR SINGLE LIFT AXLE		
456-1AY	WATSON/CHALIN 15X4 INTEGRATED CAM PUSHER/TAG BRAKES		
457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING		
448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS		
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
442-016	PUSHER/TAG OIL SEALS		
444-001	VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
445-075	HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS		
458-003	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS		
626-182	WATSON/CHALIN SL-13 TRU-TRACK 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION		
*	627-002 54 INCH AXLE SPACING PUSHER/TAG		

Brake System

490-1AV	WABCO 6S/6M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
432-014	(2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG		
480-040	WABCO SYSTEM SAVER 1200 HEATED AIR DRYER WITH PRESSURE CONTROL VALVE		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-014	STEEL AIR TANKS MOUNTED BELOW FRAME RAILS	5	5
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		

Trailer Connections

296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION
---------	--

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Data Code	Description	Weight Front	Weight Rear
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
Wheelbase & Frame			
545-712	7125MM (281 INCH) WHEELBASE		
546-106	13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI	870	360
552-032	1650MM (65 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-30	90
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 215.35 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 390.67 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 44.83 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 41.7 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 44.49 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 42.36 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-063	STANDARD CAST ALUMINUM MIDSHIP		
572-082	STANDARD CAST ALUMINUM REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
568-012	CAST ALUMINUM REAR SUSPENSION CROSSMEMBER		
Chassis Equipment			
025-001	UNPOLISHED ALUMINUM WST EQUIPMENT COVERS		
*	6CF-077	CHASSIS LAYOUT FOR SEWER EQUIPMENT, RAMVAC HX12(- 27), HYDROVAC, WST 47X SBA 8X4, 281" WHEELBASE (215.3"CA), 65" AF, 80915-00-V REV D DRILLING, LAYOUT REV A 03/21/23 UPDATE 6CF-077 FOR 281" WHEELBASE	
556-127	BRIGHT STEEL 1/8 INCH VOCATIONAL BUMPER		
558-070	REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME		
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-034	CLASS 10.9 THREADED METRIC FASTENERS		

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Data Code	Description	Weight Front	Weight Rear
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		
*	606-614 DRILLING PREP, WST, FOR SEWER EQUIPMENT PER DRAWING 80915-00-V,REV D, 03/21/2023		

Fuel Tanks

204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	10	10
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
20E-004	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		

Tires

093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	196
094-1YV	CONTINENTAL HDC3 11R22.5 16 PLY RADIAL REAR TIRES	192
095-13F	CONTINENTAL HS3+ ECO PLUS 295/75R22.5 16 PLY RADIAL PUSHER/TAG TIRES	8

Wheels

502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8
505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS	-248
509-766	ALCOA ULA18X 22.5X8.25 5.81 INSET 10-HUB PILOT ALUMINUM DISC PUSHER/TAG WHEELS	-62
496-011	FRONT WHEEL MOUNTING NUTS	
497-011	REAR WHEEL MOUNTING NUTS	
495-011	PUSHER/TAG WHEEL MTG NUTS	

Cab Exterior

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Data Code	Description	Weight Front	Weight Rear
829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB		
82A-028	STAINLESS STEEL CAB ACCENT MOLDING		
705-003	REPTO DRIVELINE ACCESS IN CAB FLOOR		
667-001	FRONT FENDERS		
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES		
65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS		
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB		
644-048	X-SERIES VOCATIONAL HOOD		
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT		
652-016	WESTERN STAR NAMEPLATES		
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
726-001	SINGLE ELECTRIC HORN		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM		
302-073	VISOR MOUNTED LED MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-043	LED SIDE TURN SIGNAL		
744-105	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BRIGHT C-BAR	20	
796-001	102 INCH EQUIPMENT WIDTH		
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
* 712-008	(2) CUSTOM NAMEPLATES SHIPPED LOOSE, "_____"		
	SEWER EQUIPMENT		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER		

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Data Code	Description	Weight Front	Weight Rear
764-020	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16	
768-064	SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH		
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		

Cab Interior

055-015	X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE
707-1C3	CHARCOAL BLACK VINYL BASE LEVEL INTERIOR
70K-016	CARBON WITH BASE BLACK ACCENT
772-035	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION
785-015	(1) DASH MOUNTED POWER OUTLET, LIGHTER AND ASH TRAY
691-001	FORWARD ROOF MOUNTED CONSOLE
68L-001	CLEAR INTERIOR BACK WALL SPACE REQUIRED
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
741-015	(2) COAT HOOKS ON BACKWALL OF CAB
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER
739-033	STANDARD INSULATION
324-1B3	STANDARD LED CAB LIGHTING
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION
64C-002	BRIGHT DOOR HANDLES

Prepared for:
 John Wichmann
 SEWER EQUIPMENT CO OF
 AMERICA BB
 1590 DUTCH RD
 DIXON, IL 61021
 Phone: 815-835-5566

Prepared by:
 Andy Ruden
 TRUCK COUNTRY OF IOWA,
 INC.
 3201 HWY 61/151
 DUBUQUE, IA 520039695
 Phone: 563-556-3773

Data Code	Description	Weight Front	Weight Rear
756-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	20	
760-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	40	15
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS		
758-135	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO		
761-135	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH EMBROIDERED LOGO		
763-1AA	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM	
106-002	ELECTRONIC ACCELERATOR CONTROL	
870-001	BLACK GAUGE BEZELS	
734-018	STANDARD CENTER INSTRUMENT PANEL	
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE	
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS	2
721-001	97 DB BACKUP ALARM	3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES	
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY	
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY	
160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH	

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Data Code	Description	Weight Front	Weight Rear
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-001	ENGINE OIL TEMPERATURE GAUGE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
73K-998	NO SIDE OBJECT DETECTION SYSTEM		
72K-998	NO REVERSE PROXIMITY SENSOR		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
747-001	DASH MOUNTED RADIO		
750-041	STANDARD SPEAKER SYSTEM		
753-998	NO AM/FM RADIO ANTENNA		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO		
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD		

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Data Code	Description	Weight Front	Weight Rear
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
812-032	ELECTRONIC 2500 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-315	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			

Prepared for:
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Data Code	Description	Weight Front	Weight Rear
*	999-034 DEALER ADVISED AND ACCEPTS TERMS OF PIL #395; SPEED OF LOADED VEHICLE MUST BE LIMITED TO 5 MPH MAXIMUM WHEN LIFTABLE AXLE IS RAISED NULL		
*	99X-024 OBD 2024		

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10996 lbs	9321 lbs	20317 lbs
Total Weight ⁺	10996 lbs	9321 lbs	20317 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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Q U O T A T I O N

WESTERN STAR 47X

SET BACK AXLE - TRUCK

CUM X12 455V HP @ 1900 RPM, 1550 LB-FT @ 1000
RPM, 2000 GOV RPM, VOC
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
CUMMINS-MERITOR RT-46-160 46,000# R-SERIES
TANDEM REAR AXLE

HENDRICKSON RT463 @46,000# REAR SUSPENSION
CUMMINS-MERITOR MFS-20-133A 20,000# FL1 71.0
INCH KPI/3.74 INCH DROP SINGLE FRONT
AXLE

20,000# FLAT LEAF FRONT SUSPENSION
111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
7125MM (281 INCH) WHEELBASE
13.0MM X 87.0MM X 311.0MM STEEL FRAME
(0.51X3.43X12.24 INCH) 120 KSI
1650MM (65 INCH) REAR FRAME OVERHANG
WATSON/CHALIN 13,200# FF1 STEERABLE 15X4 BRAKE
INTEGRAL PUSHER AXLE

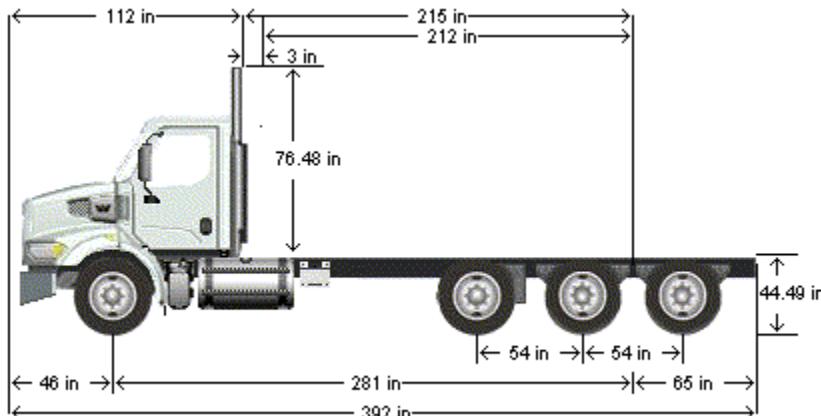
Prepared for:
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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	47X
Wheelbase (545)	7125MM (281 INCH) WHEELBASE
Rear Frame Overhang (552)	1650MM (65 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
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Prepared by:
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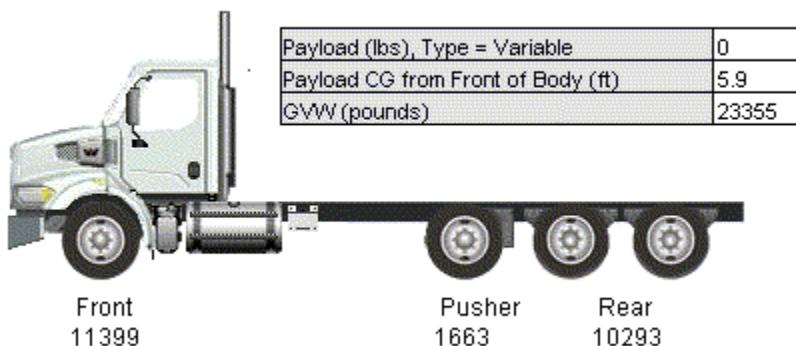
Dimensions	Inches
Bumper to Back of Cab (BBC)	111.6
Bumper to Centerline of Front Axle (BA)	46.5
Front Axle to Back of Cab (AC)	65.2
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	215.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	212.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	280.4
Cab Height (CH)	76.5
Wheelbase (WB)	280.5
Frame Overhang (OH)	65.0
Overall Frame Length	390.7
Overall Length (OAL)	392.0
Rear Axle Spacing	54.0
Pusher/Tag Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	44.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model	47X
Cab Size (829).....	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
Expected Front Axle(s) Load (lbs).....	20000.0
Expected Pusher Axle(s) Load (lbs).....	13200.0
Expected Rear Axle(s) Load (lbs)	46000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	79200
Expected GCW (lbs)	0.0
Wheelbase (545)	7125MM (281 INCH) WHEELBASE
Pusher / Tag Axle (443).....	WATSON/CHALIN 13,200# FF1 STEERABLE 15X4 BRAKE INTEGRAL PUSHER AXLE
Front Axle to Back of Cab (in).....	65.157
Cab to Body Clearance (in).....	3.0
Front Axle to Body (in).....	68.157
Truck Configuration (AA3)	SEWER/INDUSTRIAL VACUUM BODY
Body Length (ft)	11.8
Body Weight (lbs)	1700.0
Body Horiz CG from Body Front (ft)	5.5
Body Front to Rear Axle(s) CL (ft).....	17.7
Driver Weight (lbs).....	500.0
Driver Horizontal CG from Front Axle (in).....	43.622
Left-Hand Primary Fuel/Hydraulic Tank (204)	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH
Left Fuel Tank Horizontal CG (in).....	70.504
Right-Hand Primary Fuel/Hydraulic Tank (206).....	NO RH FUEL TANK

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Right Fuel Tank Horizontal CG (in) 0

TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Pusher(s)	Rear(s)	Total
Pusher/Tag Up				
Chassis Tare	10996	0	9321	20317
Fuel / Oil	642	0	196	838
Driver	422	0	78	500
Dealer Installed Options	0	0	0	0
Accessories Total	0	0	0	0
Body Tare	887	0	813	1700
Truck Tare Weight	12947	0	10408	23355
Payload Total	0	0	0	0
Calculated Axle Loads	12947	0	10408	23355
Expected Axle Loads / GVW	20000	13200	46000	79200
Creep GAWR / GVWR (*Max 5 MPH)	30000	0	60000	90000
GAWR / GVWR	20000	13200	46000	79200
Pusher/Tag Down				
Chassis Tare	9564	1296	9457	20317
Fuel / Oil	621	48	169	838
Driver	414	19	67	500
Dealer Installed Options	0	0	0	0
Accessories Total	0	0	0	0
Body Tare	800	300	600	1700
Truck Tare Weight	11399	1663	10293	23355
Payload Total	0	0	0	0
Calculated Axle Loads	11399	1663	10293	23355
Expected Axle Loads / GVW	20000	13200	46000	79200
GAWR / GVWR	20000	13200	46000	79200
Payload CG From Front of Body		5.9 feet		
Payload CG From Front Axle		11.6 feet		
Payload Distribution		Variable		
All weights displayed in pounds				

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Payload CG From Front of Body		5.9 feet		
Payload CG From Front Axle		11.6 feet		
Payload Distribution		Variable		
All weights displayed in pounds				

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



CITY COUNCIL AGENDA REPORT

ITEM #4e

DATE: February 3, 2026
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Chris Trusty, City Engineer/Public Works Director
SPONSORED BY: Chris Trusty, City Engineer/Public Works Director
SUBJECT: Approval of Well Chlorination Projects
TYPE: General City Management

PURPOSE:

The City Council will consider the bid award for the Well Chlorination project to VANCON Inc in the amount of \$513,700.

STAFF RECOMMENDATION:

Staff recommend awarding the Well Chlorination project to VANCON Inc in the amount of \$513,700, which includes a 10% contingency.

PRIOR COUNCIL DIRECTION:

Council has previously authorized the chlorination of other wells in the City with the intention of preparing our system for future possible chlorination.

BACKGROUND:

Most water systems chlorinate drinking water, primarily to disinfect, killing harmful bacteria, viruses and microorganisms that can be harmful to residents. By adding chlorine at the source, a small residual amount remains in the system, providing ongoing disinfection as it moves through the distribution system to the end user. Highland is one of the very few water suppliers in the state not actively chlorinating our water supply.

Highland has five culinary wells in the system, three of which already have the ability to add chlorination to the water supply, although none currently do. This project would add a chlorination injection system to wells 1 and 5 which are the two wells that do not currently have that ability. By approving this bid award, the city will have the ability to start chlorination of the system. Chlorination of the system **WILL NOT** occur without the separate authorization of the City Council.

The City received a \$1,000,000 state grant for the water system which will be partially funding this project. This grant has also been used to fund the well #5 refurbishment project and the city's PRV project. Well #5 has not been used for several years because it had been experiencing an issue with air entrainment caused by water cascading within the pipe column. This affected the aesthetics of the water coming from that well, which usually causes concerns with residents. To address these concerns, the City hired a well contractor to do an acid treatment, including a brush and bail treatment, and then did additional swedging on the casing to close off perforated areas above the water level. The PRV project consisted of installing three PRVs on the culinary system to help lower the pressures in the southern

portion of the city which were very high.

Below is a summary of the bids received the City for this project. The recommendation is to award the bid to VanCon Inc for \$467,000 plus a 10% contingency of \$46,700 for a total price of \$513,700.

CONTRACTOR	WELL #1 BID	WELL #5 BID	TOTAL BID
CORRIO	\$275,302.00	\$202,241.00	\$477,543.00
FX CONSTRUCTION	\$309,620.00	\$238,920.00	\$548,540.00
J LYNE ROBERTS	\$303,938.00	\$199,951.00	\$503,889.00
NELSON BROTHERS	\$277,990.00	\$219,020.00	\$497,010.00
TEKKO	\$363,690.00	\$404,461.00	\$768,151.00
VANCON	\$271,000.00	\$196,000.00	\$467,000.00

FISCAL IMPACT:

Highland received a \$1,000,000 state grant to be used toward the well 5 rehabilitation project, the culinary PRV project, and the chlorination project. To date, the City has incurred costs of approximately \$661,000 for the well rehabilitation and PRV projects.

Total estimates for the chlorination of well 1 include the upgrade costs of \$271,000 as well as an additional estimate of \$25,000 to upgrade the SCADA and \$40,000 to add actuators which would allow the city to perform soft starts on the well. An additional 10% contingency and 10% for engineering and administration fees bring the total estimated costs of well 1 chlorination to \$404,000.

Estimates for well 5 include the costs for the chlorination upgrades costing \$196,000 as well as an additional estimate of \$15,000 to upgrade the SCADA. Including an estimated 10% contingency and another 10% engineering and administration fee for the costs above brings the total for the well 1 chlorination to \$253,200.

Totaling these expenses brings a total cost of \$1,318,200 which is \$318,200 above the state grant funding, requiring the city to fund the remaining balance. Funding for this expense was not included in the FY26 budget. As this expense was not included in the budget, it will need to be funded by the Culinary Water fund balance and will be included as part of the final budget adjustments unless otherwise directed by the Council.

The fund balance at the end of FY2025 was \$2,113,889. Taking \$318,200 from the fund balance will still preserve 365 days of cash on hand.

MOTION:

I move that City Council award the well chlorination project to VANCON Inc. in the amount of

\$513,700.

ATTACHMENTS:

1. VanCon Bid

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
VanCon, Inc.
2335 South State Street, #200
Provo, UT 84663

SURETY:

(Name, legal status and principal place
of business)
Employers Mutual Casualty Company
717 Mulberry
Des Moines, IA 50309

OWNER:

(Name, legal status and address)
Highland City
5400 West Civic Center Drive
Highland, UT 84003

BOND AMOUNT: Five Percent of Amount of Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)
Well #1 and Well #5 Chlorination

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of

January, 2026

Emily Dunn
(Witness)

VanCon, Inc.
(Principal)

John D. Rendon
Vice President
(Seal)

Alfred L. Rendon
(Witness)

(Title)

Employers Mutual Casualty Company
(Surety)

Andrew P. Rendon
(Title) Andrew P. Rendon, Attorney-in-Fact
(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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884110



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Andrew P. Rendon

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

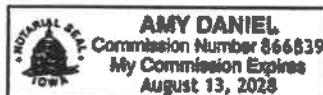
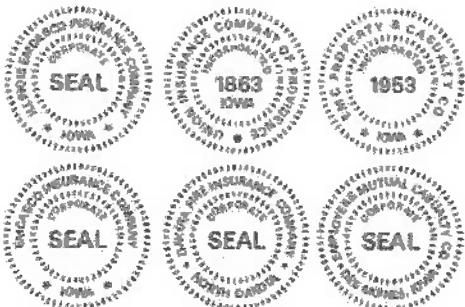
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of January, 2026.

Ryan J. Springer
Vice President

DOCUMENT 00 30 00
BID FORM

Project Identification: Well #1 and Well #5 Chlorination

ARTICLE 1 - BID RECIPIENT

- 1.1 This Bid Is Submitted To: **HIGHLAND CITY**
- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
<u>1</u>	<u>1-5-26</u>
<hr/>	<hr/>
<hr/>	<hr/>

- B. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

- E. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- F. Bidder has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- G. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract..
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Bidder further represents that:
 - A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

WELL #1 BID SCHEDULE

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
1.1	Mobilization	1	L.S.		\$ 26,000
1.2	Piping Modifications and Chlorination Equipment Inside Well House	1	L.S.		\$ 26,000
1.3	Install Electric Actuator on Existing Valve	2	Each	\$ 20,000	\$ 40,000
1.4	6' x 6' Shed for Chlorination Equipment	1	L.S.		\$ 19,000
1.5	Chlorination Equipment Inside Shed	1	L.S.		\$ 60,000
1.6	Electrical / HVAC	1	L.S.		\$ 100,000
WELL #1 BID SCHEDULE TOTAL				\$	271,000

WELL #5 BID SCHEDULE

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
2.1	Mobilization	1	L.S.		\$ 19,000
2.2	Piping Modifications and Chlorination Equipment Inside Well House	1	L.S.		\$ 18,000
2.3	6' x 6' Shed for Chlorination Equipment	1	L.S.		\$ 19,000
2.4	Chlorination Equipment Inside Shed	1	L.S.		\$ 60,000
2.5	Electrical / HVAC	1	L.S.		\$ 80,000
WELL #1 BID SCHEDULE TOTAL				\$	196,000

COMBINED BID SCHEDULE TOTAL \$ 467,000

Highland City reserves the right to remove or add portions of each schedule in order to match the provided funding for this project.

Unit Prices have been computed in accordance with paragraph 13.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damage.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of the Bid:

- A.** Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check);
- B.** Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids.

ARTICLE 8 - DEFINED TERMS

8.1 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.1 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____ SEAL,
if required
by State

By: _____
(Individual's signature)

Doing business as:

A Partnership

Partnership Name: _____ SEAL,
if required
by State

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: VanCon Inc.

State or Jurisdiction of Incorporation: Utah

Type (General Business, Profession, Service, Limited Liability):

General Business

By: _____
(Signature) attach evidence of authority to sign

Name (typed or printed): Chad Hunsaker

Title: Vice President

CORPORATE
SEAL,
if required by State

Attest: Emily Dm
(Signature of Corporate Secretary)

Date of Qualification to do business in Utah [State or other jurisdiction where Project is located] is 4/12/1999

A Joint Venture

Name of Joint Venture:

First Joint Venture Name:

SEAL,
if required
by State

By:

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):

Title:

Second Joint Venture Name:

SEAL,
if required
by State

By:

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):

Title:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: 2335 S STATE ST. PROVO, UT 84601

Business Phone No. (801) 491-8898

Business FAX No. ()

Business E-Mail Address

bid@wedigutah.com

State Contractor License No. 367938-5501 (If applicable)

Employer's Tax ID No. 841389681

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

Well #1 and Well #5 Chlorination

00 30 00-7

801-491-8898

bid@wedigutah.com

9.2 Bid submitted on Jan. 8, 2026.

DOCUMENT 00 44 00
CONTRACTOR'S QUALIFICATION AND EXPERIENCE

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

- A. CONTRACTOR's name: VanCon, Inc.
- B. CONTRACTOR's Representative: Chad Hunsaker
- C. CONTRACTOR's Telephone Number: 801-491-8898
- D. CONTRACTOR's License: Primary Classification E-100
State License No. 367938-5501
Supplemental Classifications held, if any. B-100, S-260
- E. Number of years as a contractor in Construction Work of this type: 28
- G. Name of person who inspected site of proposed work for your firm:
Name: Doug Riley Date of Inspection: 12/16/2025
- I. A certified copy of financial statement prepared during current fiscal year as prepared for bank or bonding company will not be required with submission of the bid, but may be required by the OWNER of the apparent successful bidder prior to award as part of the evaluation and review process.
- J. List of current jobs now under construction (use additional sheets if necessary):

<u>Client Reference</u>	<u>Telephone No.</u>	<u>Dollar Amt.</u>	<u>Type of Job</u>
1. _____	Please see attached.		_____
2. _____	Please see attached.		_____
3. _____	Please see attached.		_____
4. _____	Please see attached.		_____
- K. List similar projects completed within the last five years (use additional sheets if necessary). **In order to be considered qualified for this project Contractor shall have completed at least 3 similar drinking water chlorination projects within the past 5 years. The Owner reserves the right to evaluate the qualifications of the bidders and waive any requirements accordingly.**

WORK IN PROGRESS

Project Name	Owner's Contact			Cost of Work	Type of Work
CWP High Head Well Pump Houses: #7, #16, #17	CUWCD	Shaun Hilton	385-329-0674	\$19,356,000	Wellhouse
Spanish Fork Santaquin Pipeline: Santaquin Reach	CUWCD	Brad Perkins	801-361-5307	\$72,700,000	welded steel pipeline
Storage Reservoirs - Control Panel Replacement: Little Dell Dam	SLCDPU	Jason Brown	801-785-9668	\$569,927	electrical panel replacement
PFG Pretreatment Facility-2023	Payson Fruit Growers	Kylara Barney	435-799-7394	\$2,872,928	pre-treatment facility
Viridian: BYU East Well House	DR Horton/Salem	Max Martin	385-770-6583	\$2,847,000	well house
Downtown Sewer Improvements and Downtown Sewer Pumping Station	South Salt Lake City as subcontractor	Dennis Pay	801-412-3244	\$11,395,000	Sewer lift station
Santaquin City WRF Phase 3 Upgrades	Santaquin City	John Lundell, P.E.	801-754-1974	\$9,359,800	wastewater treatment plant expansion
JVWCD 2024 Vault Improvement Project	JVWCD	Connor Tyson	385-236-2510	\$2,582,200	Vault repair
CWSID HVAC Replacement Project	CWSID	James Dixon	801-719-1596	\$5,967,000	HVAC replacement
2025 HVSSD Headworks Upgrade Project	Heber Valley Special Service District	Jim Goodley	435-400-0204	\$1,620,919	Equipment Replacement
JVWTP Chemical Buildings HVAC Upgrades	JVWCD	John Kahle	406-270-5407	\$627,000	Repair
Big Cottonwood Creek Culvert Preservation	UDOT	Vicki Hanshew	801-965-4635	\$494,405	Repair
SLC Industrial Lift Station	SLCDPU	David Cottle	801-483-6841	\$1,122,614	Lift Station Modification
Turner Dam & Joint Diversion Rehab	Utah Lake Water Users Association	Wade Tuft	801-716-0141	\$1,748,349	Repair
Utah City Heating & Cooling Distribution Piping Phase 1	Corix	Jeff Giffin	206-308-8925	\$4,957,000	HDPE Pipe
Draper Pump Station 3 Improvement Project	Draper City	Robert Markle	801-576-6360	\$1,742,500	Pump Replacement
GHID East Rec & Decker North	GHID	Zak Bedard	801-955-2242	\$312,700	Equipment Replacement
So SLC Davis Tank Lid	South SLC	Chris Merket		\$1,547,000	Lid Replacement
Summit Creek Irrigation HDPE	Summit Creek Irrigation & Canal Co.			\$1,191,451	HDPE Pipe
CUWCD Upper Stillwater Jet Flow Line	CUWCD			\$41,950	Repair
UWCD Steinaker Service Canal Gate Rehab	Uintah Water Conservancy District	Alex Lowell		\$116,500	Repair
Ephraim City Lower Penstock Replacement	Ephraim City	Bryan Kimball	435-283-4631	\$121,000	Pipeline
CUWCD AVWTP Backwash Water Building Rehab	CUWCD			\$2,969,480	Building & Equipment Replacement
Mt. Pleasant Lagoon Improvement	Mt. Pleasant City	Colter Allen	435 201-9184	\$1,774,867	Repair

	<u>Client Reference</u>	<u>Telephone No.</u>	<u>Dollar Amt.</u>	<u>Type of Job</u>
1.	<u>DR Horton</u> <u>Dave Martin</u> <u>385-214-7665</u>		<u>\$3,042,870</u>	<u>well house with chlorine injection.</u>
2.	<u>Highland</u> <u>Joann Scott</u> <u>801-772-4515</u>		<u>\$1,544,275</u>	<u>well house with chlorine injection.</u>
3.	<u>Cedar Hills</u> <u>Kevin Anderson</u> <u>801-85-9668</u>		<u>\$1,239,966</u>	<u>Well house remodel with chlorine.</u>
4.	<u>Payson</u> <u>Cameron Phillips</u> <u>801-404-6536</u>		<u>\$1,199,647</u>	<u>Well house with chlorine injection.</u>
5.	<u>Tooele City</u> <u>Paul Hansen</u> <u>435-843-2132</u>		<u>\$2,240,080</u>	<u>Well house with tablet chlorination.</u>
6.	<u>Tooele City</u> <u>Paul Hansen</u> <u>435-843-2132</u>		<u>\$1,043,690</u>	<u>Well house with chlorine injection.</u>

L. Have you ever failed to complete any work awarded to you? If so, when, where and why?

No. _____



CONTRACTOR's Signature

- END OF DOCUMENT -

Viridian: BYU East Well House

June 2024 to October 2025 complete

2025

\$3,042,870
FINAL AMOUNT



Project Description

VanCon built a new well house with a 700 HP pump, chlorine injection, and an 800 kW generator for the new Viridian subdivision in Salem City.

Owner

DR Horton
Dave Martin
385-214-7665

Engineer

Hansen Allen & Luce
Greg Thomas
8001-918-0513

Quick Look

- 700 HP vertical turbine pump
- 800 kW generator

Project Manager

Nathaniel Voss

Superintendent

Jay Miller



Bid Amount: \$2,847,000

Justification: Owner-requested changes including generator enclosure, precast fencing, wall-mounted AC, electrical alterations.

70% self-performed
Salem, UT

Completed within Contract Time, No Claims or Disputes Filed

2406

Highland Well #4 Improvements

April 2023 to September 2024

2024

\$1,544,275
FINAL AMOUNT



Project Description

VanCon built a well house and installed a 400 HP pump, flow meter, 14-inch check valve and butterfly valves, a 10-inch gate valve, a Cla-Val, and a chlorine injection system.

Bid Amount: \$1,404,122

Justification: Electrical changes.

Owner

Highland City
Joann Scott
801-772-4515

Engineer

BT Engineering
Tavis Timothy
801-319-1288

Quick Look

- 400 HP pump
- Chlorine injection

Project Manager

Doug Riley

Superintendent

Curt Lund, Shawn Sullivan,
Dirk Clark

75% self-performed
Highland, UT

Completed within Contract Time, No Claims or Disputes Filed

2305

Harvey Well Pump House Upgrades

February to December 2024

Finished 85 days early.

2024

\$1,239,966

FINAL AMOUNT



Project Description

After a tree fell on the roof, damaging it, VanCon replaced roof trusses, roofing, exterior cladding, removed existing well equipment, installed self-fabricated piping, repaired framing and replaced the hatch all electrical panels and installed a new chlorination system, tanks, generator pad, and 500 kW generator.

Bid Amount: \$1,250,000

Justification: Value engineering to save \$10,000, additions by city for sand tester, surge buster valve.

Owner

City of Cedar Hills
Kevin Anderson
801-785-9668

Engineer

Hansen Allen & Luce
Mike Chambers
801-785-9668

Quick Look

- Roofing Repair
- Generator Install
- Hatch Install

Project Manager

Doug Riley

Superintendent

Eric MacKay

Completed within Contract Time, No Claims or Disputes Filed

2403

70% self-performed
City of Cedar Hills, UT

Well #2 Rehabilitation

October 2023 to December 2024

2024

\$1,199,647
FINAL AMOUNT



Project Description

VanCon demolished an existing well house and built a new CMU building and installed a vertical turbine 150 HP well pump, check valves, a flow meter, gate valves, and a chlorine injection system with a 2 HP pump.

Owner

Payson City
Cameron Phillips
801-404-6536

Engineer

Sunrise Engineering
Derek Anderson
435-743-6151

Quick Look

- 150 HP pump
- Chlorine Injection

Project Manager

Justin Allan

Superintendent

Curt Lund

Bid Amount: \$1,079,650

Justification: Added scope to test pumping and add sanitary fill and casing for existing well head.

65% self-performed
Payson, UT

Completed within Contract Time, No Claims or Disputes Filed

2302

Tooele Park Well House

June to October 2022

2022

\$1,043,690
FINAL AMOUNT



Project Description

VanCon built a new CMU culinary well house with a 300 HP vertical turbine pump, chlorination injection, and a meter vault with a 10-inch flow meter.

Owner

Tooele City
Paul Hansen
435-843-2132
paulh@tooelecity.org

Engineer

Paul Hansen Associates
Paul Hansen
435-843-2132
paulh@tooelecity.org

Project Manager

Nick Golding

Superintendent

Shawn Sullivan

Bid Amount: \$1,033,000

Justification: \$10,690 in four changes orders including DDS request for additional air vac and check valve, credit for generator pad reduction, owner-requested additional 3 extra risers for storm drain box, and owner-requested fencing changes to divert around existing electrical stubs in the way of fence alignment. No change orders for time.

75% self-performed (\$782,768)
Tooele, UT

Completed within Contract Time, No Claims or Disputes Filed

2213



CITY COUNCIL AGENDA REPORT

ITEM #4f

DATE: February 3, 2026
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Stephannie Cottle, City Recorder
SPONSORED BY: Brittney Bills, Mayor
SUBJECT: Appointment of Mayor Pro-Tempore
TYPE: General City Management

PURPOSE:

The City Council will nominate and vote for a Mayor Pro-Tempore to preside over City Council meetings in the Mayor's absence.

STAFF RECOMMENDATION:

Staff recommends that the Council nominate and select a Council Member to be Mayor Pro-tempore to serve in the absence of Mayor Bills.

PRIOR COUNCIL DIRECTION:

Council Member Kim Rodela has previously served in the capacity of Mayor Pro-Tempore.

BACKGROUND:

In all municipalities, the Mayor shall be the chair of the Council and preside at all meetings of the City Council. In the absence of the Mayor, or because of the mayor's inability or refusal to act, the City Council may elect a member of the Council to preside over the meeting as Mayor Pro Tempore, who shall have all the powers and duties of the Mayor during his/her absence or disability.

Council Member Kim Rodela has previously served as Mayor Pro Tempore since 2025. Traditionally, the Council selects a Mayor Pro Tempore at the beginning of each year.

This action is done pursuant to Highland City Municipal Code 2.12.040 and Utah Code 10-3b-302(2).

FISCAL IMPACT:

N/A

MOTION:

I move that City Council appoint XXXXX to Mayor Pro-Tempore for 2025.

ATTACHMENTS:



CITY COUNCIL AGENDA REPORT

ITEM #5a

DATE: February 3, 2026
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Jay Baughman, Assistant City Administrator/Community Development Director
SPONSORED BY: Jay Baughman, Assistant City Administrator/Community Development Director
SUBJECT: Open Space Sale Rate Policy
TYPE: General City Management

PURPOSE:

The City Council will consider options for, and a resolution, designating the value of orphan parcels and other City-owned land for 2026. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends the City Council discuss the methodology options presented and adopt a resolution outlining the best policy choice for setting the orphan open space sale rate.

PRIOR COUNCIL DIRECTION:

Current Method

In 2021, the City Council adopted an orphan property disposal policy (Resolution No: 2021-15). The policy declares the following:

The City Council declares that is the policy of Highland City to determine the valuation of surplus orphan parcels as follows:

- a. *The City Council shall review the county assessed value of different lots different areas of the City;*
- b. *The lots will be chosen based on location, open space subdivision status, diversity, and size in order to obtain a reasonable, average, per square foot valuation;*
- c. *The City Council shall calculate the average price per square foot for the sample lots and apply a multiplier to the average in order to account for the fact that the property being designated as surplus are not buildable lots, have issues that impede development or access, and/or have a limited number of potential buyers.*
- d. *The City Council shall then adopt by separate resolution the current valuation for orphan parcels. The resulting square foot value shall be used as the basis for the sale of surplus orphan parcels. The potential buyer may, at their own cost and expense, conduct an appraisal to challenge such valuation, which the City Council shall consider in deciding whether and on what terms to sell the parcel.*

Resolution No: 2021-09 was approved by the City Council on June 1, 2021. This resolution describes how the cost per square foot is determined in detail. The same process to determine the cost for purchases in 2021 has been used every year since using a multiplier of 25%. The proposed "Current method" describes the same formula and solidifies the calculated cost for orphan parcels in 2026.

Alternate Method

An alternate method of calculating the price of city land was proposed last year by Council Member Cortney and former Mayor Oster. The minutes for the October 10, 2025 City Council meeting state: *Mayor Ostler and Council Member Doug Cortney led a discussion on revising the methodology for pricing orphaned open space parcels sold to adjacent property owners. The current formula uses 25 percent of the average value of 10 random parcels in the city. Council Member Cortney had previously expressed concern that this method might not reflect true market value. The Mayor proposed using actual county assessor valuations of previously sold orphaned parcels as a more accurate benchmark. Data presented showed average values of \$5.72 per square foot across multiple subdivisions, compared to the current \$4.74 rate.*

Council Member Smith cautioned that while fair market value is important, the Council should consider the balance between revenue and the benefit of transferring maintenance responsibility to property owners. Council Member Campbell emphasized the City's obligation to receive adequate compensation for property it sells.

The Council agreed to bring this topic back for further discussion after the new year, when rate resolutions are typically updated.

The "Alternate method" is based on the value of orphan parcels within Highland city limits that have been sold to adjacent property owners, using ten (10) recent transactions as the sample.

The alternate method will require revisions to resolution 2021-15 "A RESOLUTION ADOPTING A POLICY REGARDING THE DESIGNATION AND VALUATION OF ORPHAN PARCELS OF PUBLIC REAL PROPERTY", by removing references to the multiplier that is not necessary in the alternate calculation. A copy of the revised 2021-15 is attached, as well as a resolution for the sale price using the alternate method, which repeals the previous resolutions setting the orphan parcel sale price by the method set in Resolution 2021-09 and 2020-15 and omits the multiplier in the calculation method.

BACKGROUND:

The value for 2025 was \$4.93. An increase in the average assessed value of the sample lots has increased the value for 2026, continuing a trend since 2024.

Current Methodology

Based on the current methodology, the value for orphan parcels for 2026 is **\$5.18** per square foot.

Alternate Methodology

The alternate method proposes the value for orphan parcels for 2026 is **\$5.72** per square foot.

Analysis

The major difference between the Current and Alternate calculation methodologies is the type of parcels in the sample. The Current methodology uses samples that are properties with single-family homes on them. The Alternate methodology uses small orphan parcels that have been sold and are located next to larger parcels with single-family homes on them for the sample.

Approving either rate does not obligate the Council to sell any property. It just sets a rate for 2026 if the Council decides to do so.

FISCAL IMPACT:

This will set the value for the sale of City owned real property for 2026.

MOTION:

Current Method: I move that City Council adopt the Resolution Designating the Valuation of Orphan Parcels for 2026 utilizing the **current method** for designating the value of orphan parcels for 2026.

Alternate Method: I move that City Council adopt the Resolution Designating the Valuation of Orphan Parcels for 2026 utilizing the **alternate method** for designating the value of orphan parcels for 2026 and adopt the Orphan Property Disposal Policy Resolution.

ATTACHMENTS:

1. A RESOLUTION DESIGNATING THE VALUATION OF ORPHAN PARCELS FOR 2026 - Current Method
2. A RESOLUTION DESIGNATING THE VALUATION OF ORPHAN PARCELS FOR 2026 - Alternate Method
3. R-2026- Adoption of the Orphan Property Disposal Policy - Revised (for Alternate Method)

A RESOLUTION DESIGNATING THE VALUATION OF ORPHAN PARCELS FOR 2026

WHEREAS, the Highland City Council is authorized under State law, Highland City Code 2.44.030, and Highland City resolutions and policies to establish such terms and conditions as the Council deems desirable, fair and appropriate for any sale or other disposal of surplus property, considering intended use, property tax value, and the interests of the city in such property;

WHEREAS, the City Council desires to establish a uniform method for handling the valuation and disposal of such property that protects the interests of the City and its residents and produces a fair return.
NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

1. The City Council designates the valuation of surplus orphan parcels as follows: Based on the average 2025 county assessed value of sample properties, at a 25% multiplier, the 2026 valuation of surplus orphan parcels is **\$5.18 per square foot**.
2. This valuation shall be in effect for surplus orphan parcels designated as such by resolution for the year 2026. Sales and other disposals of property that are not approved within 2026 are not entitled to rely on the \$5.18 valuation and may be subject to different and higher valuations.
3. The potential buyer may, at their own cost and expense, conduct an appraisal to challenge the valuation provided above, which the City Council shall consider in deciding whether and on what terms to sell the parcel.

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

PASSED AND ADOPTED by the Highland City Council, February 3, 2026

HIGHLAND CITY, UTAH

Brittany P. Bills
Highland City Mayor

ATTEST:

Stephannie Cottle
Highland City Recorder

COUNCIL MEMBER	YES	NO
Doug Courtney	<input type="checkbox"/>	<input type="checkbox"/>
Elizabeth Rice	<input type="checkbox"/>	<input type="checkbox"/>
Ron Campbell	<input type="checkbox"/>	<input type="checkbox"/>
Kim Rodela	<input type="checkbox"/>	<input type="checkbox"/>
Scott L. Smith	<input type="checkbox"/>	<input type="checkbox"/>

A RESOLUTION DESIGNATING THE VALUATION OF ORPHAN PARCELS FOR 2026

WHEREAS, the Highland City Council is authorized under State law, Highland City Code 2.44.030, and Highland City resolutions and policies to establish such terms and conditions as the Council deems desirable, fair and appropriate for any sale or other disposal of surplus property, considering intended use, property tax value, and the interests of the city in such property;

WHEREAS, the City Council desires to establish a uniform method for handling the valuation and disposal of such property that protects the interests of the City and its residents and produces a fair return.
NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

1. The City Council designates the valuation of surplus orphan parcels as follows: Based on the average 2025 county assessed value of sample properties the 2026 valuation of surplus orphan parcels is **\$5.72 per square foot**.
2. This valuation shall be in effect for surplus orphan parcels designated as such by resolution for the year 2026. Sales and other disposals of property that are not approved within 2026 are not entitled to rely on the \$5.72 valuation and may be subject to different and higher valuations.
3. The potential buyer may, at their own cost and expense, conduct an appraisal to challenge the valuation provided above, which the City Council shall consider in deciding whether and on what terms to sell the parcel.
4. All other previous resolutions designating the valuation of orphan parcels are repealed.

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

PASSED AND ADOPTED by the Highland City Council, February 3, 2026

HIGHLAND CITY, UTAH

Brittany P. Bills
Highland City Mayor

ATTEST:

Stephannie Cottle
Highland City Recorder

COUNCIL MEMBER	YES	NO
Doug Courtney	<input type="checkbox"/>	<input type="checkbox"/>
Elizabeth Rice	<input type="checkbox"/>	<input type="checkbox"/>
Ron Campbell	<input type="checkbox"/>	<input type="checkbox"/>
Kim Rodela	<input type="checkbox"/>	<input type="checkbox"/>
Scott L. Smith	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION NO: 2026-

A RESOLUTION ADOPTING A POLICY REGARDING THE DESIGNATION AND VALUATION OF ORPHAN PARCELS OF PUBLIC REAL PROPERTY

WHEREAS, the Highland City Council is authorized under State law and Highland City Code 2.44.030 to designate real public property as surplus property that is eligible to be sold, leased, conveyed, and/or otherwise disposed of;

WHEREAS, the Highland City Council is authorized under State law and Highland City Code 2.44.030(C) to establish such terms and conditions as the Council deems desirable, fair and appropriate for any sale or other disposal of such surplus property, considering intended use, property tax value, and the interests of the city in such property;

WHEREAS, the City Council finds that there are parcels of real property owned by the City, called "orphan parcels," that have issues of access, connectivity, usability, and location that render the parcels unsuitable for City purposes

WHEREAS, the City Council finds that these parcels are of a condition and location that normal auction or appraisal efforts difficult or unsuitable for disposing of the property, because such efforts inordinately and disproportionately increase the cost of disposing of the parcels, and there are limited numbers of potential buyers;

WHEREAS, the City Council desires to establish a uniform method for handling the valuation and disposal of such property that protects the interests of the City and its residents and produces a fair return

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

1. The City Council declares that is the policy of Highland City to review and potentially surplus and dispose of real public property owned by the City without the procedures required for significant parcels of real estate, when the property meets the following non-exclusive criteria:
 - a. Property should not be disposed of if it is part of a trail corridor, meaning the normal width of the trail and any required buffer areas, unless the Council determines the trail is not used and does not have infrastructure in the ground below;
 - b. Property should not be disposed of if it adds to the open space feel of an open space neighborhood;
 - c. Property should not be disposed of if there are potential future City needs for the property;
 - d. Property should not be disposed of if the transfer of property would result in an increase of irrigable acreage that would unduly strain or burden the City's pressurized irrigation system;
 - e. Property should not be disposed of if the transfer of property would result in the creation of orphan parcels;
 - f. If property adjacent to a trail is disposed of, the City must be able to maintain ownership of the trail with a five foot buffer on both sides of the trail;
 - g. Property to be disposed of should otherwise have issues regarding access, connectivity, usability, and/or location that render the parcels unsuitable for City purposes.
 - h. The City Council shall designate by separate resolution those specific properties that are surplus orphan parcels that may be sold in accordance with this resolution and policy.
2. The City Council declares that is the policy of Highland City to determine the valuation of surplus orphan parcels as follows:

- a. The City Council shall review the county assessed value of different lots from different areas of the City;
- b. The lots will be chosen among recent orphan lot sales within the city in order to obtain a reasonable, average, per square foot valuation;
- c. The City Council shall calculate the average price per square foot for the sample lots.
- d. The City Council shall then adopt by separate resolution the current valuation for orphan parcels. The resulting square foot value shall be used as the basis for the sale of surplus orphan parcels. The potential buyer may, at their own cost and expense, conduct an appraisal to challenge such valuation, which the City Council shall consider in deciding whether and on what terms to sell the parcel

3. The City Council shall review the orphan parcel properties and valuation annually at a council meeting after the first of the year, and then make any desired additions, removals, or other changes within 30 days after such meeting, after allowing submittals, requests, or comments from the public and other interested persons. The City Council may as part of such review do any of the following:

- a. Designate additional property as surplus;
- b. Cancel or remove the designation of property as surplus;
- c. Update the valuation to reflect more recent or more accurate data; and
- d. Designate different valuation methods for surplus property.

4. Nothing in this resolution and policy, or those resolutions adopted in furtherance of this resolution, shall be construed as an offer of sale by the City of any real property. The disposal of any property designated herein as surplus shall require final approval by the City Council prior to such disposal.

5. Nothing in this resolution and policy shall be construed as establishing a right to have other or additional City-owned property be declared as surplus and disposed of. The City Council reserves the right to review, approve, or deny any request for disposal of other or additional public property as the City Council deems appropriate.

6. Nothing in this resolution and policy shall affect or supersede any existing agreement regarding the sale, lease, exchange, or other disposal of City-owned property.

7. Repeals Resolution 2021-15.

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

9. This resolution shall be effective upon adoption.

PASSED and ADOPTED by the Highland City Council this 3rd day of February 2026.

HIGHLAND CITY, UTAH

Brittney P. Bills
Highland City Mayor

ATTEST:

COUNCILMEMBER	YES	NO
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Liz Rice	<input type="checkbox"/>	<input type="checkbox"/>
Ron Campbell	<input type="checkbox"/>	<input type="checkbox"/>
Doug Courtney	<input type="checkbox"/>	<input type="checkbox"/>

Stephannie Cottle
Highland City Recorder

Kim Rodela
Scott L. Smith



CITY COUNCIL AGENDA REPORT

ITEM #5b

DATE: February 3, 2026
TO: Honorable Mayor and Members of the City Council
PREPARED BY: Rob Patterson, City Attorney/Planning & Zoning Administrator
SPONSORED BY: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Close Out and Dissolve Open Space Special Service District
TYPE: General City Management

PURPOSE:

The City Council will consider adopting a resolution dissolving the Highland City Open Space Special Service District.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the proposed resolution dissolving the Highland City Open Space Special Service District.

PRIOR COUNCIL DIRECTION:

In May and June 2023, as part of the FY2024 budget, the City Council (sitting as the board of the open space special service district) repealed the \$20 open space fee that was previously assessed to residents living in open space subdivisions. The Council also adopted a budget for the open space special service district that directed that the district would cease operations and the open space fund be wound up and closed out, with any fund balance returned to Highland City.

BACKGROUND:

Since the Council repealed the open space fee and directed that the open space special service district be wound up, staff has worked to close out the accounts and liabilities of the district. This has now been accomplished. There are no further revenues, expenditures, or any other obligation or liability of the district. There are also no outstanding contracts obligating the district. All revenues, expenditures, and operations previously undertaken by the district are now fully accepted and managed by Highland City. As such, the district no longer serves any purpose.

Pursuant to Utah Code 17D-1-601 and 17D-1-602, the city council may adopt a resolution approving the dissolution of the open space special service district if the council determines that the special service district is no longer needed for the purposes for which it was created and if there are no outstanding bonds, notes, debts, obligations, or contracts. A resolution to this effect has been prepared.

If the resolution is adopted, staff will then file the appropriate notices and paperwork with the lieutenant governor's office to officially dissolve the open space special service district.

FISCAL IMPACT:

No anticipated fiscal impact. All fiscal impacts associated with the repeal of the open space fee, the

cessation of services from the open space special service district, and Highland City's assumption of all the district's liabilities and service obligations have been previously accounted for in prior years' budgets.

MOTION:

I move that City Council adopt the resolution dissolving the Highland City Open Space Special Service District.

ATTACHMENTS:

1. R-2026 Open Space Dissolution

**A RESOLUTION OF THE HIGHLAND CITY COUNCIL, HIGHLAND CITY, UTAH
DISSOLVING THE HIGHLAND CITY OPEN SPACE SPECIAL SERVICE DISTRICT**

WHEREAS, Highland City created the Highland City Open Space Special Service District (“District”) in September 2000 to provide recreational services, including the operation and maintenance of parks, open space, and trails, within the service area of the District;

WHEREAS, Utah Code § 17D-1-601 authorizes the legislative body of the municipality that created a special service district to adopt a resolution approving the dissolution of the special service district if the legislative body determines that the special service district is no longer needed for the purposes for which it was created;

WHEREAS, all recreational services, including the operation and maintenance of parks, open space, and trails, are now being provided directly by and through Highland City;

WHEREAS, there is no bond, note, or other obligation of the District outstanding and unpaid;

WHEREAS, the District does not have any outstanding contractual obligations;

WHEREAS, the Highland City Council finds and determines that the District is no longer needed to provide recreational services and can be dissolved;

WHEREAS, the Highland City Council finds and determines that it is in the best interest of the City and the public welfare to approve the dissolution of the District.

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

1. The City Council hereby approves the dissolution of the Highland City Open Space Special Service District.
2. The City Council directs the Mayor and City Administrator to take all actions and prepare and file all documents necessary to dissolve the District
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 immediately upon adoption.

PASSED and ADOPTED by Highland City Council this 3rd day of February, 2026.

HIGHLAND CITY, UTAH

Brittney P. Bills
Mayor

ATTESTED:

Stephannie B. Cottle
City Recorder