



# HIGHLAND CITY COUNCIL AGENDA

**TUESDAY, FEBRUARY 17, 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](mailto:council@highlandut.gov)

## **6:00 PM REGULAR SESSION**

Call to Order: Mayor Brittney P. Bills

Invocation: Council Member Liz Rice

Pledge of Allegiance: Council Member Kim Rodela

Respect Statement: Mayor Brittney Bills

### **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.

### **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. North Pointe Special Service District Update**

Neil Schwendiman will provide an update related to matters with North Pointe Special Service District.

#### **b. Open and Public Meeting Training**

City Attorney, Rob Patterson, will present the annual training to the Council relating to Open and Public Meeting Laws.

#### **c. New Employee Introduction**

City Administrator, Erin Wells, will introduce new employees to the City Council.

### **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*

February 3, 2026

#### **b. Approval of Meeting Minutes *General City Management***

*Stephannie Cottle, City Recorder*

February 5, 2026

#### **c. Planning Commission Appointment *General City Management***

*Brittney Bills, Mayor*

The City Council will consider the Mayor's request to ratify the appointment of Wesley Warren to the Planning Commission.

## 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/ORDINANCE: Text Amendment - Development Assurance Requirements** *Development Code Update (Legislative)*  
*Rob Patterson, City Attorney/Planning & Zoning Administrator*  
The City Council will hold a public hearing and consider proposed amendments related to development assurances.
- b. **PUBLIC HEARING/ORDINANCE: Text Amendment - Preconstruction Meetings and Requirements** *Development Code Update (Legislative)*  
*Rob Patterson, City Attorney/Planning & Zoning Administrator*  
The City Council hold a public hearing and consider proposed amendments related to preconstruction meetings.
- c. **ACTION: Plat Amendment: The Hollow Lots 48-50 Land Use** *(Administrative)*  
*Rob Patterson, City Attorney/Planning & Zoning Administrator*  
The City Council will consider a request from Braden Hansen to approve a plat amendment reconfiguring three lots in The Hollow subdivision into two lots.
- 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.

## 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. **ACTION: Bid Award for Crack Sealing** *General City Management*  
*Chris Trusty, City Engineer/Public Works Director*  
The City Council will consider a bid award for crack sealing city streets.

## 6. COMMUNICATION ITEMS

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

- a. **Emergency Preparedness**  
*Liz Rice, Council Member*
- b. **9600 North Traffic Calming**  
*Chris Trusty, City Engineer/Public Works Director*
- c. **Highland Glen Pond Monitoring Plans**  
*Chris Trusty, City Engineer/Public Works Director*
- d. **Quarterly Financial Statements**  
*David Mortensen, Finance Director*
- e. **Community Development Update - Current Projects**  
*Jay Baughman, Assistant City Administrator/Community Development Director*  
*Rob Patterson, City Attorney/Planning & Zoning Administrator*

## 7. WORK SESSION

### a. Land Sale & Encroachment Policy Clarifications *General City Management*

*Jay Baughman, Assistant City Administrator/Community Development Director*

The City Council will discuss with staff the process by which it wants staff to evaluate requests for sales of city land. Staff would also like the City Council to discuss and clarify any changes it would like to make to the Encroachment Policy, which is attached.

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

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

Posted and dated this agenda on the 12th day of February, 2026

Stephannie B. Cottle, CMC|UCC, City Recorder

<p>THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.</p>
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# HIGHLAND CITY COUNCIL MINUTES

Tuesday, February 3, 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 6:05 pm. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting. The prayer was offered by Council Member 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 Cortney

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

OTHERS PRESENT: Jon Hart, Adam Clark, Alan Lyon, Lonie Lyon, Alexandra Gruenewald, Blakely Cragun, Pam Redman, Stephanie Dimond, Tayler Dimond, Robert Donigan, Jake Weber, Steve Rowley, Steve Sears, Justin Olsen, Bryce Wisan, Aaron Sanborn, Carl Hollan, Nicholas Hudson

## 1. UNSCHEDULED PUBLIC APPEARANCES

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

Jake Weber, Venue Development Director for Utah High School Cycling League, expressed support for the Highland Bike Park. He represented over 7,500 student athletes and 4,500 coaches, many of whom live in Highland, and advocated for infrastructure that allows kids to safely ride bikes.

Nicholas Hudson, Head Coach of the Lone Peak Mountain Bike team, shared how mountain biking has positively impacted his family and emphasized that 42% of the team's 386 participants are Highland residents. He explained that the local bike park would help riders develop necessary skills without having to travel to

more distant facilities in Draper or Eagle Mountain.

Alexandra Gruenwald voiced concerns about traffic safety on Canal Boulevard, particularly in the westernmost residential section. She noted that despite previous discussions, this area still lacks adequate traffic calming measures compared to other sections of the road. She requested pedestrian safety improvements at the four-way intersections at 6180 West and 6630 West, as well as additional traffic calming measures.

Alan Lyon discussed the high cost of senior housing in Highland, specifically citing Highland Glen where his father-in-law resides. He reported a recent 33% price increase and noted that the facility is owned by MBK Senior Living, which is owned by Mitsui and Company in Japan. He asked the Council to consider policies to control costs of senior housing and cautioned against trading zoning concessions for what remains unaffordable housing.

Pam Redmond echoed concerns about West Canal Boulevard safety, emphasizing the dangers to children who cross the road and the need for traffic circles at the intersections previously mentioned.

Adam Clark from Lake Mountain Trails Association and Flyer Cycling Club, discussed their work developing bike trails in Eagle Mountain. He emphasized how cities define their brand through recreational opportunities and encouraged Highland to continue investing in the bike park.

Bryce Wisan, Assistant Head Coach of the Lone Peak High School mountain bike team, supported expanding the Highland bike park, noting how mountain biking helps youth develop by pushing them to do challenging things outdoors.

Council Member Campbell acknowledged the Bike Club for the significant amount of work they have done on the bike park.

## **2. PRESENTATIONS**

### **a. FY25 Audit Report**

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

Steve Rowley from K&C CPAs presented the FY2025 Audit Report. He delivered an unmodified opinion on the financial statements, which is the cleanest opinion possible. The report included the following key points:

- No findings or deficiencies in internal controls were identified
- No instances of noncompliance with federal funds were found
- No findings in state compliance areas were identified
- The City received approximately \$1.7 million in federal funds

Mr. Rowley stated that this was the first time in at least four years that the City had received an audit with no findings. Finance Director David Mortensen was commended for his diligent work, along with City staff for their cooperation during the audit process. Mr. Rowley appreciated all the hard work and support from staff to get through the audit, highlighting that some compliance areas have nothing to do with money or finance, like the uploading of minutes and council members receiving the required training. The audit involved planning and performing in accordance with generally accepted auditing standards and government auditing standards, which required extensive test work, sampling, risk assessment, and confirmations to determine that financial statement numbers matched reality.

Council Member Smith expressed curiosity about the frequency of the State Auditor identifying issues that City auditors might miss. Mr. Rowley explained that the state auditors occasionally conduct more in-depth investigations based on specific concerns.

Council Member Campbell asked about the level of adherence to federal and state guidelines in the audit process, and Mr. Rowley confirmed that the audit was conducted meticulously in adherence to all relevant standards.

Council Member Rice asked Mr. Rowley for his opinion on the City's greatest financial risk. Mr. Rowley responded that the auditor does not look at the operational effectiveness of a City, so they do not give an opinion on whether the City is operating well in a profitability sense, which is outside their focus. He advised Council Member Rice to review the financial statements to see where budget funds were appropriated, which would generally highlight the City's focus.

Council Member Cortney inquired about any areas where a review of the City's internal controls led to more thorough testing than expected. Mr. Rowley responded that usually revenue recognition and accounts payable areas require in-depth testing, but not because of the controls themselves. These areas typically present more transactions and are prone to errors in various entities, not only in Highland City. However, Highland City's processes and accounting system are considered robust.

City Council Members concluded they would like additional time to study the audit report, but thanked Mr. Mortensen and Mr. Rowley for their work on the annual audit.

**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.

Steve Sears from the Lone Peak Trails Association presented on the Highland Glen Bike Park development and future plans. Key points included:

- The transformation of the bike park from its initial state to its current condition with dirt jumps and a pump track
- Funding details: \$150,000 in cash donations, \$130,000 in in-kind donations, and about 1,000 volunteer hours valued at \$50,000
- Short-term requests: City support for a \$60,000 annual maintenance budget, additional water access points, and grant application support
- Long-term vision: expanding the bike park with features for all skill levels, adding a permanent restroom, and expanding parking
- A conceptual plan developed with Blue Line and Core Athlete showing potential future features
- Construction estimates ranging from \$2-10 million depending on scope

Council members asked questions about neighborhood impacts, parking provisions, long-term sustainability, and community engagement. Council Member Smith raised concerns about the potential impact on the nearby upscale neighborhood, Hidden Oaks, and suggested that the bike park organizers reach out to the HOA President and residents to discuss the plans.

Council Member Ron Campbell noted past concerns with storm drainage issues affecting the park's usability and emphasized the need to address them in future plans.

Council Member Rice inquired about specific parking plans, noting the open-house-mentioned expansion options, and suggested exploring charging for park usage to fund maintenance.

Council Member Kim Rodela expressed appreciation for the thorough planning approach, highlighting the detailed proposals for funding, community involvement, and addressing City operational concerns.

Mayor Bills closed the discussion by requesting clarification on several matters that the Council needed

information on from staff; she inquired about any City regulations on parking related to the bike park, as existing regulations are primarily for commercial spaces; she asked if there has been any consideration or need to designate the bike park as a separate park from Highland Glen Park due to its unique use and potential inclusion in future parks maintenance budgeting; and she requested for a summary of any benefits or possible changes in liability by charging users for the 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.

*Council Member Liz Rice MOVED that the City Council approve consent item 3a, the approval of meeting minutes from January 20, 2026 and item 3b, Central Utah 911 Alternate Board Member Appointment.*

*Council Member Scott L. Smith SECONDED the motion.*

*Council Member Doug Courtney received unanimous support to amend the motion to include the amendments to the minutes.*

*Council Member Liz Rice MOVED that the City Council approve consent item 3a, the approval of meeting minutes from January 20, 2026, with amendments from Council Member Courtney, and item 3b, Central Utah 911 Alternate Board Member Appointment.*

*Council Member Scott L. Smith SECONDED the motion.*

*The vote was recorded as follows:*

*Council Member Ron Campbell*

*Yes*

*Council Member Doug Courtney*

*Yes*

*Council Member Liz Rice*

*Yes*

*Council Member Kim Rodela*

*Yes*

*Council Member Scott L. Smith*

*Yes*

*The motion carried 5:0*

### **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.

City Attorney/Planning & Zoning Administrator Rob Patterson presented information on the boundary adjustment with Draper City. He explained this was related to a 2022 property exchange agreement with Alpine Joint Ventures, where Highland received a trail parcel and gave up an open space parcel. The City had agreed

to facilitate the boundary adjustment as part of that agreement.

The boundary adjustment would shift the trail property Highland received into Highland City and move the former open space property (now owned by Alpine Joint Ventures) into Draper.

Mayor Brittney P. Bills opened the public hearing at 7:21 p.m.

Stephanie Diamond expressed concerns related to the boundary adjustment process. She highlighted that no notifications were sent within the year 2025 to residents in her area or neighboring areas regarding the proposed annexation plan. She was particularly worried about the potential traffic impacts if development were to occur on the affected property. Stephanie noted that while the property in question is to be taken away from Highland and given back to Alpine Joint Ventures properties, there exists a road right next to her house that Highland currently uses as a water district road. Her concern centered around the possibility of that road being used as an access point if Draper were to develop the area, leading to increased traffic flow into their neighborhood, where children often play and dogs are walked, creating potential safety risks.

Mayor Bills responded by advising Ms. Diamond to refer back to previous meeting minutes for additional information. She also encouraged Ms. Diamond to follow up with the City Attorney or Council Members with any further questions, offering reassurance that resident concerns are taken seriously.

Mayor Brittney P. Bills closed the public hearing at 7:24 p.m.

Council Members asked questions about the process, resident notifications, and potential road connections. Mr. Patterson explained the procedures involved in the boundary adjustment, noting that there were objections from two residents in Beacon Hills, but they did not trigger a boundary commission hearing as they were not official protests under state law. He clarified that Metropolitan Water District owns property in the area, and there is no feasible way for a road to connect through to Highland due to the lack of access points and infrastructure in place. This assurance was in response to concerns from Stephanie Diamond during the public hearing, who expressed worries about potential development and traffic impacts on the neighborhood. Mr. Patterson further elaborated that any development on the Alpine Joint Ventures property was unlikely to connect through to Highland, as the property lines and boundaries would restrict such a project.

*Council Member Ron Campbell MOVED that City Council adopt the ordinance approving the adjustment of the common municipal boundaries of Highland City and Draper City.*

*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*

**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.

Mayor Bills recommended appointing Carl Holland as the new Highland City Prosecutor to replace the retiring prosecutor.

Mr. Holland introduced himself, noting his background growing up in Utah County, his education at BYU and BYU Law School, his clerkships with various courts, and his experience as a prosecutor for the Utah County Attorney's Office and the Attorney General's Office, where he ran the Internet Crimes Against Children task force.

Council Member Campbell asked Mr. Holland about his stance on enforcing encroachment issues, to which Mr. Holland responded that it's important to hold people to community standards while working with law enforcement and City Administration.

*Council Member Kim Rodela MOVED that City Council ratify Mayor Bills' appointment of Carl Holland as the Highland City Prosecutor and direct the Mayor to sign the attached contract.*

*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*

**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.

City Engineer/Public Works Director Chris Trusty explained that the City had ordered more meters than needed for the PI meter install project and was now overstocked. Staff proposed selling 301 one-inch Sensus iPERL meters rather than returning them to Mountain Land at a reduced value. The purchase price was \$258 per meter, but the return value would only be \$180.99, whereas the City hoped to sell them for approximately \$240 each.

After discussion about the process for selling the meters, potential buyers, and how the proceeds would be handled, the Council reached a consensus to approve the proposed surplus.

Council Member Smith recused himself from the vote due to a potential conflict of interest. He explained that his neighborhood has its own pressurized irrigation system and there have been discussions about needing to install meters in the neighborhood. Having communicated with the irrigation board, of which he is a member, they are interested in purchasing 50 of the 300 available meters at the proposed price. To avoid any perceived conflict due to his involvement, Council Member Smith chose not to participate in the vote regarding the surplus of excess water meters.

*Council Member Liz Rice MOVED 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.*

*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>Recused</i>

*The motion carried 4:0*

**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.

The Council concluded it would be appropriate to continue this item to the next regularly scheduled Council meeting following the budget retreat.

*Council Member Doug Cortney MOVED to CONTINUE this item to the next council meeting.*

*Council Member Kim Rodela SECONDED the motion.*

City Administrator Wells asked if this motion was an indication of the Council's desire to consider the item for the Fiscal Year 2027 budget or still within Fiscal Year 2026 budget. Council Member Cortney clarified that the intent to review the matter in the next meeting to have more context after the budget retreat, allowing for an informed decision on the item's priority.

*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>No</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

*The motion carried 4:1*

**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.

City Engineer/Public Works Director Chris Trusty presented information about adding chlorination capability to wells #1 and #5, noting that wells #2, #3, and #4 already have this capability. He emphasized that this would only add the capability for chlorination, not implement immediate chlorination of the City's water.

Mr. Trusty explained:

- Highland follows state guidelines for water testing, collecting 25 samples monthly throughout the distribution system
- The City has occasionally experienced higher coliform levels requiring localized "batching" with chlorine

- Highland is likely the largest water provider in the state not currently chlorinating its water
- The grant funding for the project must be spent by June/July 2026

The project involves installing sheds and equipment at wells #1 and #5. The lowest bid came from Vancon at \$467,000, with a 10% contingency bringing the total to \$513,700.

Council members discussed potential health concerns, taste impacts, alternatives to chlorination, and future water needs. City Engineer/Public Works Director Chris Trusty explained that Highland City currently does not chlorinate its water supply and is the largest water provider in the state not already doing so. He noted that if coliform levels in the water tests continue to rise, chlorination might become necessary to ensure the safety of the water. Currently, the City collects 25 water samples per month at various locations to monitor total coliform and E. Coli levels.

Council Member Smith mentioned his dual perspectives as a physician and member of the public health board, explaining that while chlorination is considered the standard of care for water safety, there are risks of over-chlorination. He noted a case in Pleasant Grove where oversights in chlorination caused health issues. Smith also recognized that many residents of Highland prefer the taste of non-chlorinated water.

Mr. Trusty clarified that introducing chlorination to the water system could not be reversed, as the state's recommendations require a continuous process once chlorination begins, to avoid secondary contamination risks. The City received a state grant to add chlorination capabilities to wells #1 and #5. The project must be completed by the end of June or early July 2026 to meet the grant's requirements. It involves the installation of necessary sheds and equipment, with the lowest bid for the project being \$467,000. He emphasized that the proposal is only for installing chlorination infrastructure, not for starting the chlorination process imminently.

Several Council Members expressed interest in exploring options beyond chemical chlorination, such as ozone or UV disinfection methods, though Trusty acknowledged these are less feasible for large systems like Highland City's.

Council Member Campbell indicated strong opposition to chlorination unless it becomes absolutely necessary, valuing Highland's reputation for offering pure, non-chlorinated water. Others, like Council Member Cortney, emphasized the potential financial impact and wanted more clarity on long-term needs and funding before proceeding with implementation.

*Council Member Kim Rodela MOVED that City Council award the well chlorination project to VANCON Inc. in the amount of \$513,700.*

*Council Member Doug Cortney SECONDED the motion.*

Mayor Bills inquired about the usage of the contingency funds included in the project cost. Mr. Trusty responded, stating that the 10% contingency was factored into the total amount, bringing it to \$513,700, and explained that it is a standard practice for construction projects. Council Member Smith expressed interest in knowing how often the entire contingency is utilized in projects, to which Chris Trusty noted that contingency is not always fully used, offering the recent sewer slip lining project as an example where not all allocated contingency funds were needed.

*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*

**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.

*Council Member Kim Rodela MOVED that City Council appoint Scott L. Smith to Mayor Pro-Tempore for 2026.*

*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 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.

A staff memo from Assistant City Administrator/Community Development Director Baughman explained the Council reviewed this item during their January 20, 2026 meeting; 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. Based on the current methodology, the value for orphan parcels for 2026 would be **\$5.18** per square foot; however, an alternate method proposes the value for orphan parcels for 2026 is **\$5.72** per square foot.

*Council Member Kim Rodela MOVED 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.*

*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>	Yes
<i>Council Member Scott L. Smith</i>	Yes

*The motion carried 5:0*

**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.

City Attorney/Planning & Zoning Administrator Patterson explained that in May and June of 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 closed out, with any fund balance returned to Highland City. Staff recommends that the City Council adopt the proposed resolution dissolving the Highland City Open Space Special Service District.

*Council Member Scott L. Smith MOVED that City Council adopt the resolution dissolving the Highland City Open Space Special Service District and closing the associated Open Space Fund.*

*Council Member Kim Rodela SECONDED the motion.*

*The vote was recorded as follows:*

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

*The motion carried 5:0*

**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*

Council Member Cortney presented information about signage rules in the Residential Professional (RP) zone compared to the Professional Office (PO) zone. He noted that the RP zone only allows two monument signs with 130 feet between them, which creates issues for the office buildings at the corner of Alpine Highway and State Road (SR) 92.

After discussion, Council Members expressed interest in addressing this issue at a future meeting to create more consistent standards and allow for a third monument sign for the third building in that area.

**b. Fire Station Driveway Update**

*Chris Trusty, City Engineer/Public Works Director*

City Engineer/Public Works Director Trusty reported on progress with Rocky Mountain Power regarding the

relocation of a utility cabinet needed for the fire station driveway. After initial resistance from Rocky Mountain Power, the City determined that according to the franchise agreement, Rocky Mountain Power is required to move infrastructure in the City right-of-way at no cost. Rocky Mountain Power has agreed to cover their costs but requested that the City handle the trenching and conduit installation. The Council generally supported this approach, provided staff determined it was safe to do so, and expressed concerns about the increased costs due to delays.

## 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.

Aaron Sanborn from Zions Public Finance presented the Cemetery Perpetual Care Fund study. The study examined the long-term sustainability of the cemetery fund after all plots are sold and burial revenue ends. Key findings included:

- As of 2024, about 4,000 plots had been sold with about 6,000 remaining
- At current rates, all plots would be sold by 2040, and openings/closings would continue until about 2070
- Highland's current plot prices are below the average of comparable cities
- The endowment would need to reach approximately \$26 million by 2075 to generate sufficient interest to cover maintenance expenses

Four scenarios were presented:

- Repay only land costs to the General Fund with a 15% immediate rate increase
- Repay all costs to the General Fund with an 18.5% immediate rate increase
- No repayment to the General Fund with a 13.5% immediate rate increase
- Repay all costs but keep fees at current average with a significant funding gap

Staff explained that the original intent when establishing the fund in 2017 was to repay 75% of the capital costs to the General Fund. Full repayment would take approximately 10 years at about \$90,000 per year.

Council members discussed various aspects including:

- Potential differences between resident and non-resident rates
- Whether to sell plots back at original or current rates
- Long-term sustainability of the fund
- Whether the General Fund should subsidize cemetery maintenance

The majority of Council members expressed preliminary support for Scenario 2, which would repay all costs to the General Fund and ensure long-term sustainability of the cemetery. Staff agreed to bring back additional information for further consideration.

## 8. CLOSED MEETING

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

*At 9:34 pm Council Member Liz Rice MOVED that the City Council recess the regular meeting to convene in a closed meeting in the Executive Conference Room to discuss pending or reasonably imminent litigation, as provided by Utah Code Annotated §52-4-205.*

*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*

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

*The CLOSED MEETING adjourned at 10:33 pm.*

## **ADJOURNMENT**

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

*The meeting adjourned at 10:34 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 February 3, 2026. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC  
City Recorder



# HIGHLAND CITY COUNCIL MINUTES

Thursday, February 5, 2026

**Waiting Formal Approval**

11254 N Park Drive, Highland, UT 84003

## 9:00 AM BUDGET RETREAT

The City Council and Staff will have a discussion regarding upcoming budget items and projects.

The retreat was called to order by Mayor Brittney P. Bills at 9:30 am. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting.

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, Assistant Public Works Director Jeff Murdoch, Library Director Karen Liu. Police Chief Brian Gwilliam and Fire Chief Brian Patten joined for lunch only.

The City Council and Staff participated in a variety of team building activities.

The City Council and Staff discussed the following administrative items:

- Civil Discourse in meetings
- Meeting Format Changes
- Staff Time and working/communicating with Staff
- Staff Communication with Council regarding their questions
- Role of Staff to carry out Council decisions
- Agenda Categories

Chris Trusty, City Engineer/Public Works Director, reported on the grants potentially available to the city through Mountainland Association of Governments (MAG) and Utah Outdoor Recreation Grant (UORG). MAG grant money would apply towards trails and road projects, and the UORG grant would help with improvements at Highland Glen Park and the Bike Park.

The meeting recessed at 12:15 pm and resumed at 1:00 pm.

The City Council and Staff discussed the following specific budget-related items.

- Development Fund
- Lone Peak Public Safety District
- Capital Park Priorities - Using Parks Tax and Park Impact Fees
- Community Development - Fling Location and Christmas Event
- Library

Erin Wells, City Administrator, briefly described each of the following items. These items were requested by Council Members to be considered in this year's budget.

#### General Fund

- Make Code Compliance Position a FT/Code Compliance & Planning Tech
- Make Events Coordinator Position FT
- Increase hours to the events positions (not FT)
- Highland Fling Expansion: more funding for the Fling
- MPA Intern for administrative help
- Intern for scanning City Documents
- Removing PI Reimbursement
- Budgeting for Unanticipated Mid-Year Appropriations
- Business Events with the Mayor
- Library Tax Repayment
- Bike Park Maintenance
- City-Wide Trail Signage Audit and Improvements

#### Cemetery Fund

- Veteran's Memorial
- Improvements to the Maintenance Facility
- Public Restrooms

#### Library

- Collection Development Manager Position from PT to FT
- PT Library Assistant
- Overall Collections Budget to Increase to Cover Libby

#### Parks Capital Fund

- Update Highland Glen Park Signage
- Update Tree Identification signs at Highland Glen

#### Roads Capital Fund

- Additional money for Traffic Calming
- Repairing Sidewalks

#### Pressurized Irrigation Fund

- Buy Water Shares Within Highland

#### Sewer Fund

- Fencing at Pheasant Hollow Lift Station Along Canal Boulevard
- Permanent Building at Greens Lift Station

#### Storm Drain Fund

- Vac Truck Purchase

#### Water Fund

- Water Conservation Education
- 4" Line Replacements
- Funding the Replacement of Undersize Fire Hydrant Supply Lines and Outdated Fire Hydrants
- Fencing at Well 1 & 5

#### Split Amongst PW Funds and/or General Fund

- Fiber for PW Building

Council members were asked to complete a survey over the weekend and rank the budget items above in order of importance.

*The meeting adjourned at 4:00 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 February 5, 2026. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC  
City Recorder



## Fiscal Year 2026-2027 Budget Priority Scoring

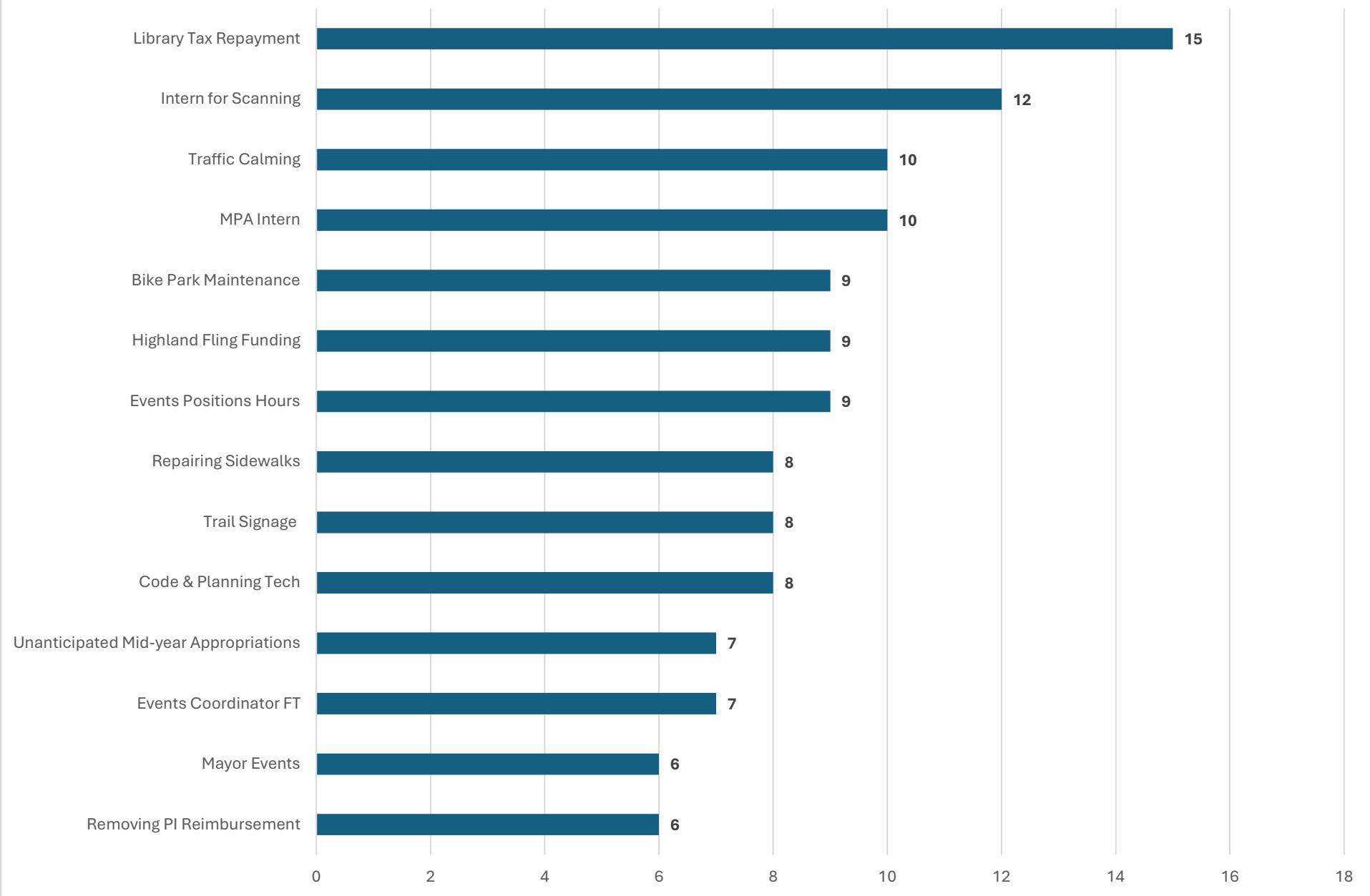
The highest score possible is 18, meaning all six rated it “Highest Priority”. Nine is the midpoint.

The graphs show each item’s score from 0 to 18.

### General Fund

Item	Score
Library tax repayment (motor vehicle funds) \$\$	15
Intern for scanning City documents \$\$	12
MPA Intern for administrative help \$\$	10
Additional money for traffic calming \$\$	10
Increase hours to the events positions \$\$	9
Highland Fling: more funding for the Fling \$\$	9
Bike Park Maintenance \$\$\$	9
FT/ Code Compliance & Planning Tech \$\$\$	8
City-Wide Trail Signage Audit and Improvements \$\$\$	8
Repairing sidewalks \$\$\$\$\$	8
Make the Events Coordinator position FT \$\$\$	7
Budgeting for unanticipated mid-year appropriations \$\$\$\$	7
Removing PI reimbursement \$\$\$\$	6
Business events with the mayor \$	6

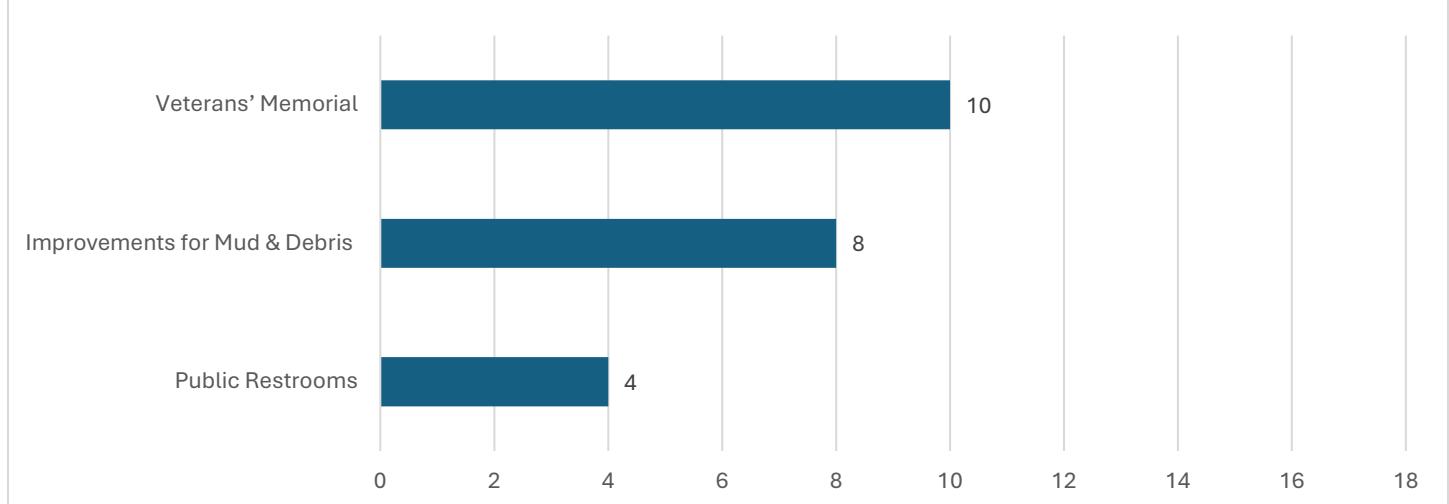
## General Fund



## Cemetery Fund

<b>Veterans' Memorial \$\$</b>	<b>10</b>
Improvements to the maintenance facility to minimize track out mud and debris \$\$\$	8
Public restrooms at the cemetery \$\$\$\$	4

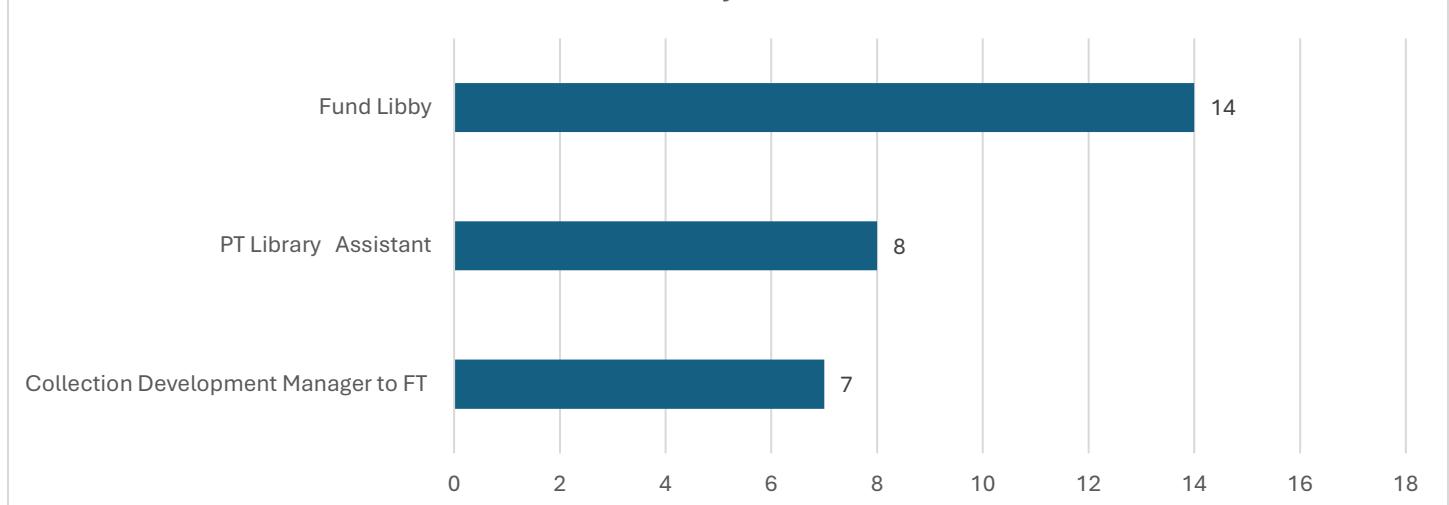
Cemetery Fund



## Library Fund

<b>Overall collections budget increase to cover Libby \$\$</b>	<b>14</b>
PT Library Assistant \$\$	8
Collection Development Manager - position conversion PT to FT \$\$\$	7

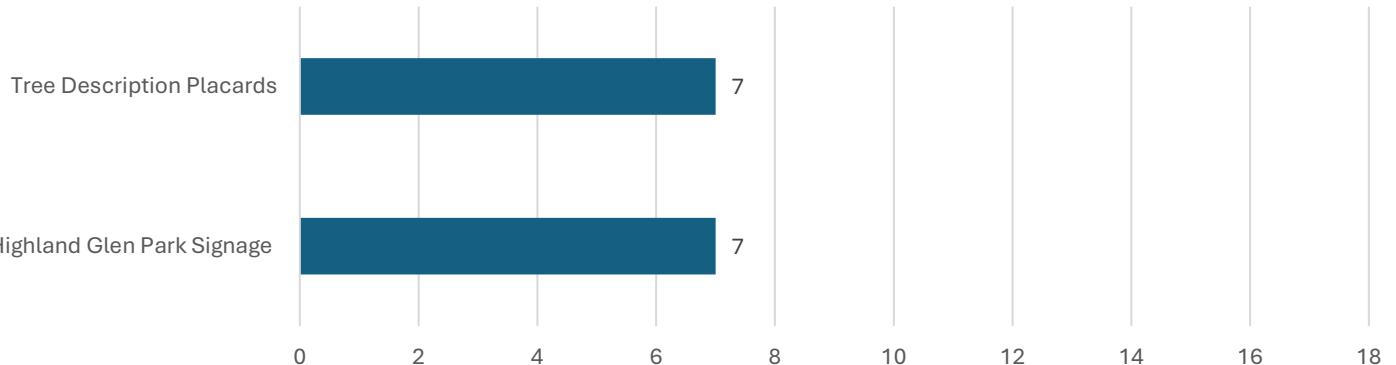
Library Fund



## Parks Capital Fund

Highland Glen Park Signage Updates \$\$	7
Restoration of Tree Description Placards at Highland Glen Park \$\$	7

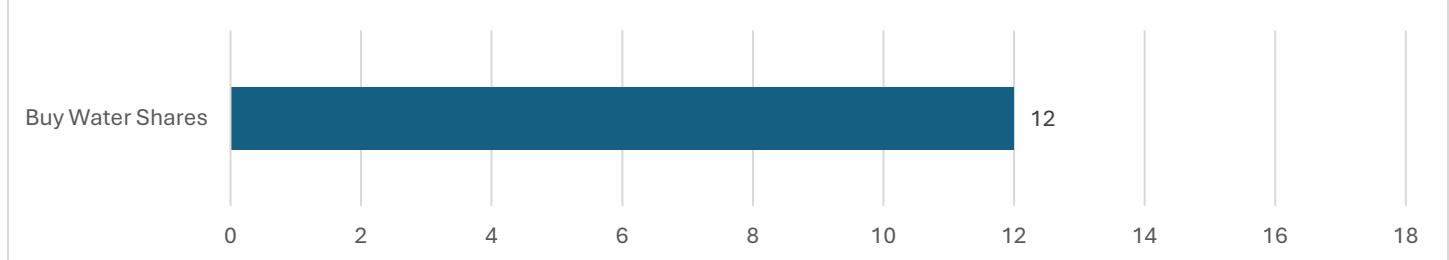
Parks Capital Fund



## Pressurized Irrigation Fund

Buy water shares within Highland \$\$\$	12
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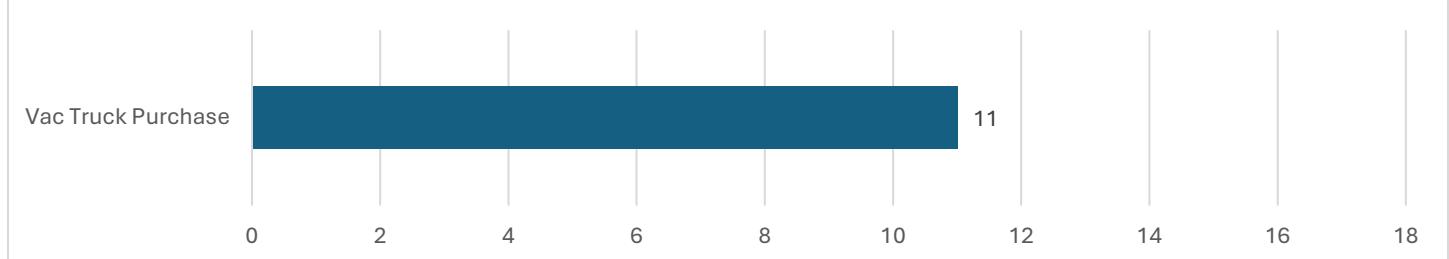
PI Fund



## Storm Drain Fund

Vac Truck Purchase\$\$\$\$\$	11
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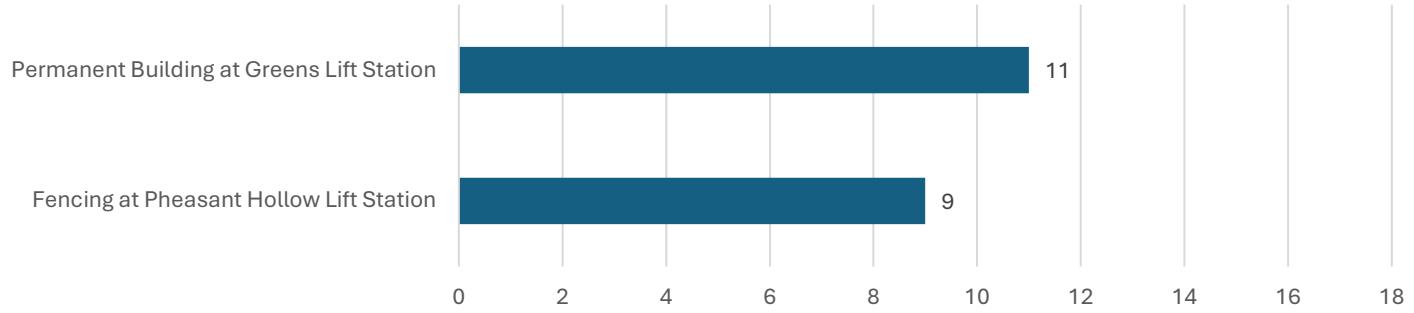
Storm Drain Fund



## Sewer Fund

<b>Permanent Building at Greens Lift Station \$\$\$</b>	<b>11</b>
<b>Fencing at Pheasant Hollow Lift Station along Canal Boulevard \$\$\$</b>	<b>9</b>

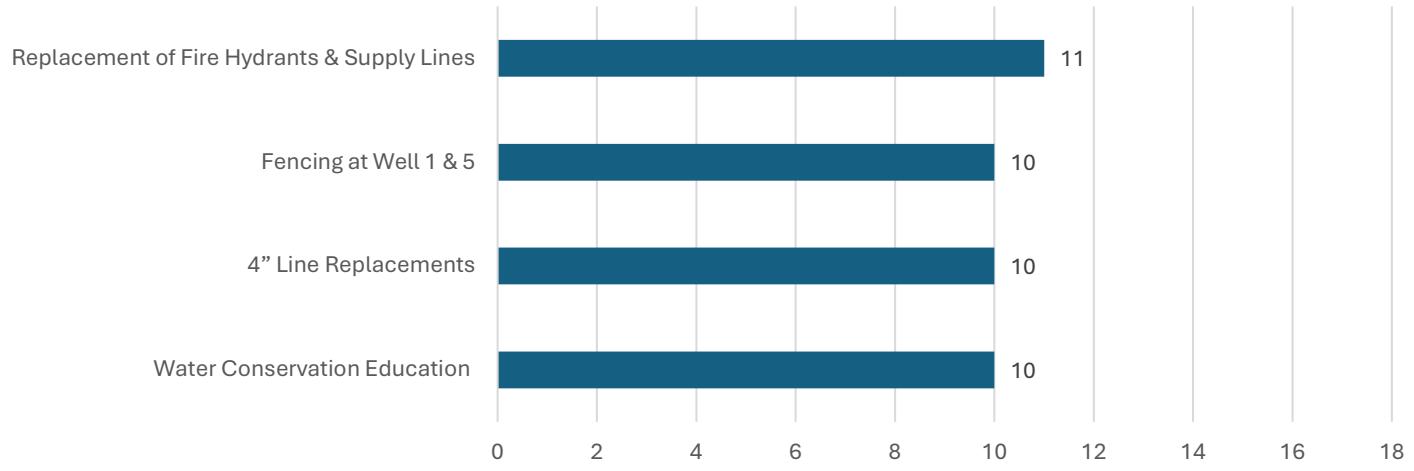
Sewer Fund



## Water Fund

<b>Replacement of undersized hydrant supply lines &amp; outdated fire hydrants \$\$\$</b>	<b>11</b>
<b>4" line replacements \$\$\$\$</b>	<b>10</b>
<b>Fencing at well 1 &amp; 5 \$\$</b>	<b>10</b>
<b>Water Conservation Education</b>	<b>10</b>

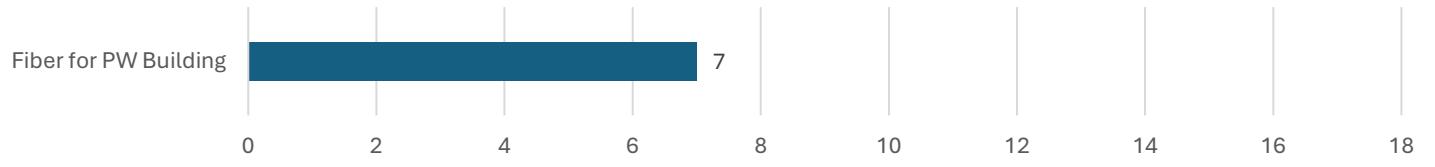
Water Fund



## Multiple PW Funds

<b>Fiber for PW Building \$\$\$</b>	<b>7</b>
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Multiple PW Funds





# CITY COUNCIL AGENDA REPORT

## ITEM #3c

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**DATE:** February 17, 2026  
**TO:** Honorable Mayor and Members of the City Council  
**PREPARED BY:** Jay Baughman, Assistant City Administrator/Community Development Director  
**SPONSORED BY:** Brittney Bills, Mayor  
**SUBJECT:** Planning Commission Appointment  
**TYPE:** General City Management

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**PURPOSE:**

The City Council will consider the Mayor's request to ratify the appointment of Wesley Warren to the Planning Commission.

**STAFF RECOMMENDATION:**

Staff recommends ratifying the Mayor's request to appoint Wesley Warren as a Planning Commissioner.

**PRIOR COUNCIL DIRECTION:**

N/A

**BACKGROUND:**

The Planning Commission addresses land use issues as set forth in the Highland City Development Code. The Commission is made of seven members appointed by the Mayor with the advice and consent of the City Council. Alternate Commissioners may also be appointed, which helps to ensure a quorum can be seated for each meeting. A Commissioner's term begins February first of the year in which they are appointed and ends on January 31, four years later. Alternate Commissioners terms are for one year.

The term for Tracy Hill expired January 31, 2026. Mr. Warren is an experienced Planning Commission member, having served as an alternate since 2024. Based on his engagement and competencies, the Mayor is recommending he be appointed to a full 4-year term. At this time, no candidates for alternate seats are being presented.

Below is a summary of the Planning Commission seats and appointees assuming the appointments recommended above are made:

Seat	Name	Term Expiration
1	Audrey Moore	2027
2	Sherry Kramer	2027
3	Jerry Abbott	2028
4	Trent Thayn	2028
5	Christopher Howden	2029

6	Debra Maughan	2029	Commission Chair
7	Wesley Warren	2030	
Alternate		2027	
Alternate		2027	

**FISCAL IMPACT:**

N/A

**MOTION:**

I move that City Council ratify the Mayor's appointment of Wesley Warren to serve a four-year term on the Planning Commission.

**ATTACHMENTS:**

1. Wesley Warren Volunteer Statement Redacted



5400 W. Civic Center Dr., Suite 1 • Highland, UT 84003  
(801) 756-5751 • Fax (801) 756-6903

## HIGHLAND CITY

### Highland City Volunteer Statement of Interest

The residents of Highland have great pride in their City. The City utilizes many volunteers in numerous capacities to improve the overall quality of life in our town. In order to encourage this participation, the Mayor is requesting statement of interests from those who are willing to serve. As vacancies or needs arise within the City, the Mayor will review the statements, conduct interviews and make selections. If you are interested in serving as a volunteer within Highland City, please submit this statement of interest to the City Offices.

Name: Wesley Warren Date: 11/5/2019

Residence address: ██████████

Phone number: ██████████ Email: ██████████

Please fill out the following or attach a resume listing expertise, experience, interests, etc.

How long have you resided in Highland City? 7 years

Occupation: Advertising

Education: BA in English from the University of Utah

Are you able to meet in the evenings? Yes Semi-monthly: Yes Monthly: Yes

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: I've been a business owner (marketing, advertising, & web development) for over 10 years, managing anywhere from 2 to 20 employees. I've been attending City Council & Planning Commission meetings regularly for a few years (more frequently the last couple years). In college I studied English with an emphasis in writing, and have been putting the skills I learned to effectively, succinctly, and analytically communicate to good use both professionally & personally ever since.

Please state why you would like to serve: I'm in love with this city & with the accessibility of local government. The natural intersection of the two would be serving on a commission or committee. I have the ability to think analytically & then communicate effectively. It's not a talent that is usually very lucrative, but problem solving brings me a lot of joy. If I can use my time and abilities to serve my city and neighbors I'd consider it an honor.

If not selected for an immediate opening, do you wish to be considered for the next opening? Yes

Additional comments: I believe serving on the Planning Commission gives me the best chance to learn about how the city runs and operates. I'd like to consider serving on the City Council sometime in the distant future and I see this as an opportunity to prepare and grow.

Please select which committee(s) you are interested in serving on: *(submittal of this form does not guarantee an appointment)*

#### Standing Committees

- Planning Commission
- Arts Council
- Highland Fling
- Tree Commission
- Youth Council
- Library
- Library Board
- Historical Society
- Friends of the Library

#### Ad Hoc Committees

- Beautification Committee
- Open Space
- Web and Social Media



# CITY COUNCIL AGENDA REPORT

## ITEM #4a

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**DATE:** February 17, 2026  
**TO:** Honorable Mayor and Members of the City Council  
**PREPARED BY:** Rob Patterson, City Attorney/Planning & Zoning Administrator  
**SPONSORED BY:** City Staff  
**SUBJECT:** Text Amendment - Development Assurance Requirements  
**TYPE:** Development Code Update (Legislative)

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### **PURPOSE:**

The City Council will hold a public hearing and consider proposed amendments related to development assurances.

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council hold a public hearing, consider the proposed amendments, and approve the proposed amendments with any changes desired by the Council.

### **PRIOR COUNCIL DIRECTION:**

The City Council most recently reviewed changes related to development assurances on May 6, 2025, when the City was required to update its code in order to comply with new state law. Those changes included the new requirement for deadlines for inspections of improvements, limitations on when warranty assurances could be required, required assurances to be classified by different infrastructure categories, and modifications as to how assurances can be kept and released.

The City Council has not previously reviewed the changes proposed with this item.

### **BACKGROUND:**

Highland City, like virtually all municipalities, requires developers to provide monetary assurances related to new public improvements that will be constructed as part of a new development. These assurances are often informally referred to as "bonds," though the City does not accept surety bonds as an assurance.

There are two types of assurances: performance guarantees, which is money provided or reserved for the City that guarantees that the developer will install and complete all required public improvements, and warranty assurances, which is money provided or reserved for the City that warranties that the improvements that were installed will remain in good condition for at least 1 year after installation. The city requires assurances in connection with new subdivisions and new non-residential site plans.

As City staff have implemented the changes required by state law adopted in May 2025, staff has found there are areas of uncertainty regarding how developers and the City are supposed to calculate the assurances. For new subdivisions, state law and city code provide that, before a plat can be recorded and lots sold, the developer must either (1) complete all public improvements and provide a warranty

assurance OR (2) provide a performance guarantee that covers the cost of all public improvements.

The issue staff has found is sometimes a subdivider will begin installing the required public improvements, but, at some point, will want to record the plat without completing all of the improvements. This is permitted, so long as the subdivider provides a performance guarantee for the remaining, incomplete improvements. The problem arises in calculating the cost of the incomplete improvements. Often, the subdivider will have an engineer's estimate or contractor's bid from when the subdivision was approved that shows the cost for all the improvements, but they will not provide an updated or new estimate or bid that just shows the remaining, incomplete improvements. This has led to confusion and delay as staff and the subdivider go back-and-forth trying to get final numbers in order to determine the amount of the performance guarantee so the subdivider can record the plat.

Accordingly, staff is proposing amendments to the chapter of the Development Code dealing with assurances. These changes clarify the information needed to be included in the estimate or bid and require the following:

- Provide an estimate or bid that identifies the costs of improvements, with materials, types, and quantities, classified according to the infrastructure categories required by state law (culinary, sewer, stormwater, transportation, PI, landscaping, parks/trails/open space).
- Provide an estimate or bid that quantifies and calculate the total costs of all improvements that are required with the development, regardless of whether any have been completed
- For subdividers that install some improvements then bond, provide a new or revised estimate or bid that quantifies the remaining improvements and contains a certification that the engineer or contractor has reviewed, revised, and updated the estimate or bid based on the completed work.

In addition to these changes, staff is also proposing amendments that clean-up redundant or unclear language throughout the chapter, clarify the City's right to use and collect assurance proceeds to cover all administrative, legal, and construction costs and the costs to clear any liens or encumbrances, add a provision that the City will return any excess assurance proceeds that are not required to cover the City's costs, establish the timing of when assurances are to be provided (site plans - before construction, subdivisions - before recording plat), and include a reference to the newly proposed preconstruction code language that is another item on this agenda.

## **PLANNING COMMISSION ACTION**

The Planning Commission held a public hearing and considered the proposed amendments on January 27, 2026. No public comments were provided. The Planning Commission asked questions to fully understand the assurance process and how it would apply in different scenarios, but expressed no concerns with the proposed amendments and unanimously recommended approval.

## **STAFF REVIEW**

Staff believes that the proposed amendments will ensure the City can require accurate and updated information from developers who want to bond after completing some improvements. Adopting the proposed amendments will ensure that developers understand the City's expectations regarding development assurances. The proposed changes will also clarify some redundant and unclear language and cover some edge cases that could arise with developments. Staff therefore recommends that the City Council hold a public hearing, consider the proposed amendments and any public comments, and approve the proposed amendments.

Notice of the proposed amendments and public hearing was published on February 5, 2026. No comments were received as of writing this report.

**FISCAL IMPACT:**

No direct fiscal impact. The amendments are intended to help ensure that the City has accurate information in requiring assurances from developers, which helps ensure the City has sufficient financial assurances to cover the City's costs if the City needs to complete a development, so the City is not expending City resources towards a private development.

**MOTION:**

I move that City Council adopt the ordinance amending the City's development code related to development assurances.

**ATTACHMENTS:**

1. Ordinance - Assurance Code Amendments

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE RELATED TO  
PRECONSTRUCTION REQUIREMENTS**

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

WHEREAS, Highland City is specifically authorized to establish regulations related to assurances in accordance with Utah Code § 10-20-807 and has adopted such requirements;

WHEREAS, Highland City desires to amend its regulations related to assurances to clarify procedures and submittal requirements for assurances;

WHEREAS, a duly noticed public hearing was held by the Planning Commission regarding the proposed amendments described herein on January 27, 2026, after which hearing the Commission recommended adoption of certain amendments;

WHEREAS, the Highland City Council provided notice of and conducted a public hearing regarding the proposed amendments and to review the recommendation of the Planning Commission on February 17, 2026;

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

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

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

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

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 17th day of February, 2026.

---

Brittney P. Bills

Mayor

ATTESTED:

---

Stephannie B. Cottle  
City Recorder

## Exhibit A

### **6-102 Type And Amount Of Assurances**

1. The amount of the performance guarantee shall be 100% of the estimated cost of the required public landscaping improvements or infrastructure improvements, that have not yet been installed, inspected, and approved, ~~as evidenced by an engineer's estimate or licensed contractor's bid~~, plus 10% of such estimated cost to cover administrative costs incurred by the City to complete the improvements. ~~The estimate or bid shall allocate all costs according to the infrastructure improvement categories set forth in this Chapter.~~ The total performance guarantee shall be not less than 110% of the total estimated cost of the remaining improvements.

1.2. The form of performance guarantee shall be one of the following:

- a. A deposit of cash in a separate escrow account in an amount not less than 110% of the estimated cost of constructing the required improvements, as determined by the City. Said account shall be made with a financial institution acceptable to the City Administrator and shall be established in such a manner that any release therefrom shall require the advance written consent of the City, as set forth in this Chapter.
- b. An irrevocable letter of credit in an amount not less than 110% of the estimated cost of constructing the required improvement or improvements, as determined by the City. Said letter shall be issued by a financial institution acceptable to the City Administrator and shall contain the terms and conditions required by this Chapter.

2.3. If the performance guarantee is provided as a cash deposit, the applicant shall be entitled to deposit the guarantee in an interest-bearing account and to collect all earned interest upon proper release of the guarantee. If the deposit is with the City, the City shall place the cash deposit in an interest-bearing account and return any earned interest to the applicant upon proper release of the guarantee.

3.4. The improvement warranty assurance shall be one of the forms permitted for a performance guarantee and shall be in an amount not less than the lesser of 10% of the estimated cost of constructing all the required improvements or, for subdivisions, the reasonably proven costs of completion of all the required improvements, regardless of whether a performance guarantee was provided for the improvements and regardless of the amount of the performance guarantee. If a portion of a performance guarantee is provided or retained as an improvement warranty assurance, the applicant

shall ensure that such portion of the performance guarantee meets the standards set forth in this Chapter for an improvement warranty assurance.

- ~~a. The warranty assurance shall be provided by the applicant at the time the applicant desires to begin the improvement warranty period, which shall be at or after the applicant has filed written requests for inspection of improvements and the improvements have been inspected and accepted.~~
- ~~5. The warranty assurance shall not expire, lapse, or be released until after the improvement warranty period. The warranty assurance shall secure the developer's unconditional warranty as to the workmanship, design, materials, construction, and durability of the improvements. The amount of the performance guarantee and warranty assurance is determined by the cost of the required improvements, which shall be calculated as follows:~~

  - ~~a. The cost of required public landscaping improvements and infrastructure improvements shall be evidenced by engineer's estimates or licensed contractor's bids, prepared in accordance with the following:~~

    - ~~i. Each engineer's estimate or licensed contractor's bid shall identify, classify, and calculate the costs of the required improvements, including materials, types, and quantities, using the infrastructure improvement categories set forth in this Chapter.~~
    - ~~ii. An engineer's estimate or licensed contractor's bid shall be provided that identifies and calculates the total cost of all required improvements, regardless of whether some or all of the required improvements have been installed and accepted.~~
    - ~~iii. If some or all of the required improvements have been installed and accepted prior to the provision of a performance guarantee, an engineer's estimate or licensed contractor's bid shall be provided that identifies and calculates the costs of all required improvements that remain to be completed, installed, and accepted that can be used to calculate the amount of the performance guarantee. This estimate or bid may not be the same estimate or bid provided to calculate total cost of all required improvements unless the estimate or bid is revised and the engineer or contractor signs the revised estimate or bid or otherwise certifies in writing that they have reviewed and revised the estimate or bid has been to accurately reflect the~~

costs, materials, types, and quantities of the remaining improvements.

b. The Land Use Authority may reject or require corrections to an engineer's estimate or licensed contractor's bid if it does not conform to the requirements of this Chapter, if the materials, types, and quantities identified in the estimate or bid do not correspond with or reflect the approved construction plans and the improvements completed and remaining to be completed, or if the estimate or bid prices do not reasonably reflect the costs of construction or materials.

## **6-103 Security: Site Improvements/Project Completion**

The following articles shall apply to all commercial and residential developments within Highland.

### **1. Site Improvements.**

- a. Guarantee.** To guarantee the construction, installation, repair, and/or replacement of required public improvements, the permittee shall post both a performance guarantee and warranty assurance as set forth herein in the total amount of 120% for the public improvements and landscaping of which 10% is held after the public improvements and landscaping have been accepted by the city to warranty those public improvements and landscaping improvements. The performance guarantee shall secure the developer's obligation to construct, install, repair, and replace required public improvements in accordance with City standards and the approved development plans. The warranty assurance shall secure the developer's unconditional warranty as to the workmanship, design, materials, construction, and durability of the improvements for the improvement warranty period. The improvements covered by such assurances shall include the following:
  - i.** Public Improvements as listed or shown on the approved construction plans or subdivision improvement plans, including but not limited to:
    - (1) Curb, gutter and sidewalk
    - (2) Storm sumps and drainage systems
    - (3) Asphalt paving
    - (4) Fire hydrants
    - (5) Fencing
    - (6) Landscaping sprinkling systems
    - (7) Water and sewer lines
    - (8) Driveway approaches
    - (9) Any other required improvements
  - ii.** Public landscaping (if commercial or public/institutional building or if landscaping or open space is required)

b. Timing of Performance Guarantee. For subdivisions, the performance guarantee shall be provided as set forth in Section 6-104. For all other developments, the performance guarantee shall be provided prior to commencing development activity.

c. Timing of Warranty Assurance.

i. For subdivisions, the warranty assurance shall be provided at the time the applicant desires to begin the improvement warranty period, which shall be at or after the applicant has filed written requests for inspection of improvements and the improvements have been inspected and accepted.

ii. For all other developments, the warranty assurance shall be provided with the performance guarantee.

b.d. Calculation of Amount of Security. The amount of the performance guarantee and warranty assurance shall be calculated in accordance with one or more engineer's estimates or licensed contractor's bids as set forth in this Chapter. In calculating the amount of the performance guarantee and warranty assurance, the City Engineer may accept the amount specified in a construction bid as the reasonable cost of the improvements, if the owner or the owner's engineer signs a statement that they have reviewed the construction bid and that they affirm that the construction bid contains all items in such quantities and materials as is required by the approved subdivision improvement plans.

e.e. Damage. The performance guarantee and warranty assurance shall also guarantee the repair or replacement of any public improvements damaged by the contractor or owner or their agents during construction.

d.f. The City shall notify the owner and/or contractor of any such damage and shall require repair or replacement of the damaged public improvements within a reasonable time. Upon the failure of the owner or contractor to make the specified repairs, the City may take whatever legal action it deems appropriate, including foreclosure on the performance guarantee and warranty assurance, to secure the repairs.

e.g. Release. All performance guarantees shall be valid and shall not expire for a term of at least two (2) years from issuance, and no performance guarantee shall be released until all improvements are completed and accepted by the City. The warranty assurance shall be valid and shall not expire or be released until after the improvement

warranty period. Partial releases of a performance guarantee may be permitted as set forth in this Chapter.

2. Project Completion.

- a. Security Required. In order to protect the City from incomplete or inadequate installation of the public improvements and ~~Landscaping~~, the ~~City requires the developer shall provide post~~ a performance guarantee and warranty assurance as set forth herein, ~~in the total amount of 120% for the public improvements and landscaping of which 10% is held after the public improvements and landscaping have been accepted by the city to guarantee those public improvements and landscaping improvements. Also, all landscaping requirements associated with each commercial or public/institutional building shall be installed and assurances provided therefor prior to the final building inspection associated with a building permit and issuance of a Certificate of Occupancy.~~
- b. Construction According to Approved Plans. All construction shall be completed according to the approved plans on which the building permit(s) was issued or the approved subdivision improvement plans. The approved plans shall also include the site improvements shown on the approved site plan or subdivision improvement plans. Deviations from the approved plans must be approved in advance by staff, provided that requested deviations to the site plan do not increase or decrease the approved building square footage or cost of improvements by five percent (5%) and that the project as a whole does not exceed the total approved square footage or approved estimate of costs (zero sum). If changes are requested that exceed a five percent (5%) increase or decrease, the plans must be submitted by the applicant to be reviewed and approved in the same manner as the original plan approval.
- c. Security for Completion. No certificate of occupancy will be issued unless the building and the site improvements associated with or required for that building or associated lot or parcel are completed, or the developer has provided adequate assurances to guarantee completion and durability of the associated site improvements. When the site improvements and the building cannot be completed simultaneously due to weather conditions or other factors beyond the control of the developer (excluding financial inability to complete the project) the City may issue a certificate of occupancy or use inauguration for the project, provided the following conditions are met:
  - i. The building, buildings, or portions thereof, to be occupied have been constructed in accordance with the approved plans for

those buildings and are in full compliance with applicable building and fire codes, and are completed to the extent that only exterior site improvement work remains unfinished; and,

- ii. The Building Inspector determines that occupancy of the buildings, or portions thereof, prior to completion of required site improvements, is safe and that access for emergency vehicles is adequate with the site improvements unfinished; and,
- iii. The developer posts adequate assurances for the benefit of the City to insure completion and durability of the site improvements in full compliance with the approved plans before occupancy or inauguration of use.

d. Amount of Security. The total amount of assurances to be posted under this Chapter by the developer shall be determined by the City Engineer, and shall be equal to 120% of the amount reasonably estimated by the developer and City Engineer as being necessary to complete remaining site improvements as shown on the approved plans. In the event that the developer disputes the cost estimate of the Engineer, the developer may prove a lower construction cost by providing binding contracts between the developer and contractor or subcontractor appropriate to perform the required work at a stated, fixed price. Bid proposals are not satisfactory for this purpose. If the contracts submitted are acceptable in form, the amount of assurances required shall be 120% of the total contract price of all such contracts submitted, plus 120% of the estimated reasonable cost of performing any work not covered by the contracts. Specifications in such contracts shall be sufficiently clear to identify the work called for under the contract.

### 3. Terms of Security.

- a. The terms of any assurance offered to the City shall include the following:
  - i. Incorporation by reference of the approved development plans and all data required which is used to compute the cost of the improvements.
  - ii. The improvements shall be completed to the satisfaction of the Land Use Authority and according to City standards, as established by the City and accepted.

iii. ~~state aA~~ date certain by which the developer agrees to have site improvement work completed in accordance with the plans.  
~~After completion of the improvements covered by the assurances and the developer's obtaining from the City a final inspection approval, the City shall release the performance guarantee, up to the amount of 110% of the contract price and retain the remaining 10%, consisting of the warranty assurance, to guarantee those improvements.~~

iv. The amount of all assurances shall be as set forth in this Chapter.

v. The City shall have exclusive control over the assurance proceeds such that they may be released only upon written approval of the Land Use Authority and they shall be released upon written demand of the Land Use Authority.

vi. In the event that the developer has not completed required improvements by that date, the City may, at its option and on its schedule, draw on the assurances, by its own act, to complete the improvements, and shall not be required to obtain consent of developer or any other person to withdraw funds for completion of the work shown on approved plans. No other person, including the developer or the issuer of the assurance, may have any right to limit when or how the City can demand release of the assurance proceeds.

vii. If the assurance proceeds are inadequate to pay the cost of the completion of the improvements according to City standards, which costs include administrative and legal costs, for whatever reason, including previous reductions, then the developer shall be responsible for the deficiency. The City may withhold building permits and certificates of occupancy until the improvements are completed, in accordance with state law.

viii. If upon written demand of the City after expiration of the time period, the assurance proceeds are not transferred to the City within 30 days of the demand, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs or outside attorney's fees and court costs, shall be included in the costs of completion of the improvements and shall be deducted from the assurance proceeds or paid by the developer.

ix. The developer agrees to hold the City harmless from any and all liability associated with the City's completion of improvements or that may arise as a result of the improvements which are installed until such time as the City accepts the improvements and the improvement warranty period has expired.

x. The City shall in no way be a guarantor of the developer to any person, nor shall the City be responsible or liable for the completion of the improvements.

i.xi. The City's actual costs in foreclosing on an assurance and administering the completion of work in the event of a default by the developer, including administration costs, attorney fees, and other costs of collecting the assurance proceeds, shall be reimbursed from the assurances or the developer. If the proceeds of the assurance exceed the City's costs of completion, the excess proceeds shall be returned to the developer or provider of the assurance.

e.b. Form of Security. Assurances and other security arrangements offered in lieu of simultaneous completion of buildings and site improvements shall be in a form and contain such terms and conditions as required by this Chapter.

f. Payment of Interest. Any interest accruing on an assurance shall, inure to the benefit of the developer upon release and not to the City, provided all improvements have been installed as required; otherwise interest will inure to the City.

## 6-104 Performance Bond - Subdivider

1. Prior to recordation of a final plat, after it has received approval, the subdivider shall either complete all of the public improvements required in the subdivision or provide a performance guarantee and enter into an agreement with the City to ~~provide assurances that~~ insure completion and durability of all public improvements required to be installed in the subdivision that have not yet been installed, inspected, and approved, according to the approved subdivision improvement plans. The agreement shall be in a form and contain such provisions as approved by the City Attorney's Office. The performance guarantee and agreement shall meet all requirements of this Chapter, including but not ~~be~~ limited to:
  - a. Incorporation by reference of the approved final plat, the approved subdivision improvement plans, and all data required which is used to compute the cost of the improvements by the Land Use Authority.
  - b. Completion of the improvements within a period of time not to exceed one year from the date the agreement is executed.
  - c. ~~The improvements shall be completed to the satisfaction of the Land Use Authority and according to City standards, as established by the City and accepted.~~
  - d. ~~The amount of all assurances shall be as set forth in this Chapter.~~
  - e. ~~The City shall have exclusive control over the assurance proceeds such that they may be released only upon written approval of the Land Use Authority and they shall be released upon written demand of the Land Use Authority. No other person, including the developer or the issuer of the assurance, may have any right to limit when or how the City can demand release of the assurance proceeds.~~
  - f. ~~If the assurance proceeds are inadequate to pay the cost of the completion of the improvements, which costs include administrative and legal costs, according to City standards for whatever reason, including previous reductions, then the developer shall be responsible for the deficiency. Building permits shall not be issued in the subdivision until the improvements are completed, in accordance with state law.~~
  - g. ~~If upon written demand of the City after expiration of the time period, the assurance proceeds are not transferred to the City within 30 days~~

~~of the demand, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs or outside attorney's fees and court costs, shall be deducted from the assurance proceeds.~~

- ~~h. Upon receipt of the assurance proceeds, after the expiration of the time period, the costs of completion shall include reimbursement to the City for the costs of administration of the completion of the improvements.~~
- ~~i. The developer agrees to hold the City harmless from any and all liability which may arise as a result of the improvements which are installed until such time as the City accepts the improvements and the improvement warranty period has expired.~~
- ~~j. The performance guarantee shall be valid and shall not expire for a term of at least two (2) years from issuance. The warranty assurance shall be valid and shall not expire or be released until after the improvement warranty period.~~

## **6-105 Performance Guarantee—Contractor Construction of Improvements**

1. All public improvements required under this Title shall be installed by a contractor or subcontractors licensed by the State of Utah.
- 1.2. All contractor, mechanic, materialman, preconstruction, construction, mortgage, and any other similar lien or encumbrance shall be cleared and removed from public infrastructure and landscaping improvements prior to acceptance by the City. The City may use any assurance provided under this Chapter to clear any lien or encumbrance that remains in violation of this Section.
3. Prior to beginning construction or other development activity, the developer, with their engineer and contractor(s), shall schedule and attend a preconstruction meeting and meet all other requirements as set forth in Section 2-706 and this Chapter.
2. Prior to the installation of such improvements, the contractor or subcontractor shall obtain the necessary permits from the City and file a performance guarantee and warranty assurance in a total amount equal to 120% of the cost of installation of the improvements, as set forth in this Chapter.



# CITY COUNCIL AGENDA REPORT

## ITEM #4b

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**DATE:** February 17, 2026  
**TO:** Honorable Mayor and Members of the City Council  
**PREPARED BY:** Rob Patterson, City Attorney/Planning & Zoning Administrator  
**SPONSORED BY:** City Staff  
**SUBJECT:** Text Amendment - Preconstruction Meetings and Requirements  
**TYPE:** Development Code Update (Legislative)

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### **PURPOSE:**

The City Council hold a public hearing and consider proposed amendments related to preconstruction meetings.

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council hold a public hearing, consider the proposed amendments, and approve of the proposed amendments with any changes desired by the City Council.

### **PRIOR COUNCIL DIRECTION:**

No prior review.

### **BACKGROUND:**

Highland City has long had a practice of requiring developers of subdivisions and new commercial projects to hold a preconstruction meeting with City public works staff prior to commencing any site work or development activity. The purpose of this meeting is to familiarize the developer and their team with the City's public works superintendents that will be inspecting the improvements, remind the developer and their team of City standards and best practices, and ensure that certain requirements are met related to inspection fees and procedures, bonding, and SWPP.

While this has long been a practice of Highland City, there is no requirement in our code for developers to hold this meeting. Staff desires to make it clear that receiving approval of a subdivision or site plan does not automatically entitle the developer to immediately begin work on the site. Accordingly, the proposed amendments add a new section to the City's Development Code that outlines the preconditions that must be met after site plan/subdivision approval and before development/ground disturbance. These preconditions are:

1. Hold a preconstruction meeting with city staff, developer, developer engineer, and developer contractor superintendent
2. Provide paper copies of plans to be stamped by the City approved for construction
3. Require approved for construction plans to be on-site at all times
4. Pay inspection fees
5. Provide bonding estimates and bonds, as necessary
6. Execute the City's public improvement agreement, wherein the developer agrees to undertake

- construction in accordance with City standards and the approved plans
- 7. Get their UPDES/SWPP permit

## **PLANNING COMMISSION ACTION**

The Planning Commission held a public hearing and considered the proposed amendments on January 27, 2026. No public comments were provided. The Planning Commission supported the proposed amendments and unanimously recommended approval.

## **STAFF REVIEW**

Staff believes that the proposed amendments reflect and solidify current practices into the City's code. Adopting the proposed amendments will ensure that developers understand their pre-development obligations and work with staff to undertake development in accordance with City standards. In preparing this report, staff noticed one error in the proposed amendments that were submitted to the Planning Commission: the proposed 2-706(1)(c) required developers to provide paper copies of "subdivision improvement plans" at the preconstruction meeting; however, because preconstruction meetings are not limited to subdivision, staff is proposing to modify that language to "construction plans" as shown in the attached ordinance. This is not a substantive modification to what was intended.

Notice of the proposed amendments and public hearing was published on February 5, 2026. No comments were received as of writing this report.

## **FISCAL IMPACT:**

No fiscal impact.

## **MOTION:**

I move that City Council adopt the ordinance amending the City's development code related to preconstruction requirements.

## **ATTACHMENTS:**

- 1. Ordinance - Preconstruction Requirements

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE RELATED TO  
PRECONSTRUCTION REQUIREMENTS**

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

WHEREAS, Highland City desires to establish certain requirements that must be met prior to commencement of development activity pursuant to an approved subdivision or non-residential site plan;

WHEREAS, a duly noticed public hearing was held by the Planning Commission regarding the proposed amendments described herein on January 27, 2026, after which hearing the Commission recommended adoption of certain amendments;

WHEREAS, the Highland City Council provided notice of and conducted a public hearing regarding the proposed amendments and to review the recommendation of the Planning Commission on February 17, 2026;

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

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

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

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

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 17th day of February, 2026.

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Brittney P. Bills  
Mayor

ATTESTED:

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Stephannie B. Cottle  
City Recorder

## Exhibit A

### 2-706 Prerequisites to Development Activity

Prior to initiating any development activity pursuant to an approved final plat and subdivision improvement plan or pursuant to an approved site plan, the applicant shall comply with each of the following items:

1. Attend a preconstruction meeting with City staff, as follows:
  - a. The applicant shall schedule the preconstruction meeting with the City Engineer or their designee.
  - b. The applicant shall ensure each of the following attend the preconstruction meeting:
    - i. The applicant or a duly authorized representative thereof;
    - ii. The owner(s) of the property being developed or a duly authorized representative thereof, if different than the applicant;
    - iii. The applicant's engineer; and
    - iv. A representative of the applicant's contractor who will be primarily responsible for on-site coordination of construction and development activity.
  - c. The applicant shall provide paper copies of the approved construction plans, in quantities and sizes as required by the City Engineer, which shall be stamped at the preconstruction meeting as approved for construction by the City Engineer or their designee.
  - d. The applicant shall provide a copy of the notice of intent for stormwater discharges and documentation the applicant is working to obtain their UPDES stormwater permit.
2. Ensure that the stamped, approved for construction plans are on-site prior to beginning development activity and at all times development activity is occurring.
3. Pay all inspection and stormwater pollution prevention and inspection fees.
4. In accordance with Chapter 6, provide estimates and bids showing the costs of completion of all required improvements and provide all required assurances.

5. Execute and deliver to the City the Public Improvement Agreement.

6. Obtain an UPDES stormwater permit.



# CITY COUNCIL AGENDA REPORT

## ITEM #4c

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**DATE:** February 17, 2026  
**TO:** Honorable Mayor and Members of the City Council  
**PREPARED BY:** Rob Patterson, City Attorney/Planning & Zoning Administrator  
**SPONSORED BY:** Braden Hansen  
**SUBJECT:** Plat Amendment: The Hollow Lots 48-50  
**TYPE:** Land Use (Administrative)

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### **PURPOSE:**

The City Council will consider a request from Braden Hansen to approve a plat amendment reconfiguring three lots in The Hollow subdivision into two lots.

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council APPROVE the proposed plat amendment.

### **PRIOR COUNCIL DIRECTION:**

No prior review of the proposed plat amendment.

The Council approved The Hollow subdivision in 2021. The original subdivision had more small (20,000 to 30,000 square foot) lots than is allowed by the R-1-40 zone, due to a development agreement entered into by the developer and the City wherein the developer dedicated open space and wetland areas to the City, rather than including that property in lots. If lots 45-52 had kept the wetland areas as part of the lots, they would have met size requirements. However, the City preferred to keep wetlands out of private ownership in order to preserve and protect the wetlands. Hence, the City agreed to allow the developer to count the wetland areas as part of the lots' sizes for plat approval purposes, in exchange for the developer dedicating that wetland property to the City.

The Council previously approved in 2023 a plat amendment combining lots 51, 52, and 53, just south of the lots affected by this application.

### **BACKGROUND:**

Dome Park Properties, represented by Braden Hansen, owns lots 48, 49, and 50 in The Hollow subdivision. These lots are some of the smaller lots within the subdivision, ranging from 20,024 to 23,006 square feet. The owner desires to reconfigure these three lots into two lots, thereby decreasing density overall and increasing average lot size. The proposed plat amendment will result in one lot being 25,897 square feet, and the other lot being 39,917 square feet. As part of the reconfiguration, the owner will remove one of the sets of city utilities that were stubbed to each lot with the original subdivision. This is reflected in a note on the proposed amended plat. After review, staff has no objections to the proposed amendments.

## **ANALYSIS:**

Under Highland Development Code 5-7-103(4), the City Council can approve a plat amendment if it finds:

1. Neither the public interest nor any person will be materially injured by the proposed amendment;
2. There is good cause for the amendment;
3. All easements for water and sewer facilities are preserved;
4. No public right of way is being vacated; and
5. The proposed amendment meets all requirements of the Development Code.

- Notice of the proposed amended plat was mailed to property owners within 500 feet on February 2, 2026. The deadline for any owner to object was February 12, 2026. No written objections or other communications were received.
- No public hearing is required because the application and procedures satisfy all applicable aspects of Highland City Development Code 5-7-103 Full Boundary Adjustments And Plat Amendments, all owners are signing, and there are no objections.

## **PROPOSED FINDINGS:**

1. Neither the public interest nor any person will be injured by the proposed plat amendment. There are no objections from any adjacent property owners or city staff.
2. There is good cause for the amendment, because all requirements of the Development Code related to plat amendments are satisfied and the amendment will allow the owner of the lots to develop and use their property as they desire. The plat amendment reduces density within the development, consistent with the R-1-40 zone.
3. The proposed amendment does not affect water or sewer easements. It does adjust public utility easements, but approval of the utility companies has been obtained.
4. No public right of way is affected.
5. The two proposed lots will meet size, frontage, setback and other zoning requirements set forth in the Development Code. The original The Hollow subdivision created 68 lots, of which 17 could be between 20,000 and 30,000 square feet (though more smaller lots were platted due to the wetlands dedication). The proposed amendment reduces both the overall number of lots (by 1) and the number of small lots (by 2), as it takes 3 of the small lots and reconfigures them into 1 small lot and 1 large lot. This is consistent with the R-1-40 density and size requirements. In addition, the owner will remove one of the sets of utilities that were stubbed to each of the original lots, so that the lots each only have one set of utilities, as per City policy.

## **FISCAL IMPACT:**

Combining three lots into two does mean the City will receive fewer impact fees that are calculated per lot, such as parks and public safety. However, the City will also be providing services to one less family in the City. The full financial impact can not be calculated with certainty and staff believes it will ultimately be negligible on the city budget as a whole.

## **MOTION:**

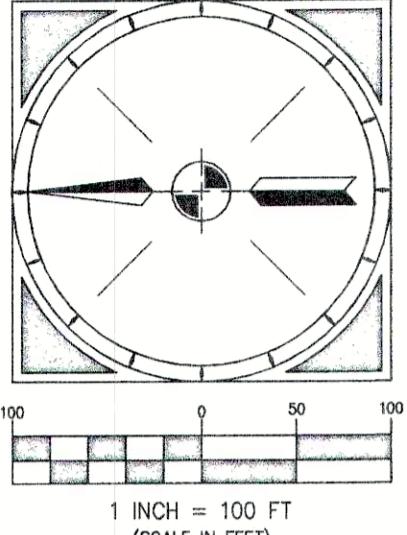
I move that City Council accept the findings and APPROVE the proposed subdivision plat amendment.

## **ATTACHMENTS:**

1. The Hollow Subdivision - Plat C (Amended)
2. The Hollow Subdivision - Original Plat







1 INCH = 100 FT  
(SCALE IN FEET)

FOUND 2016 BRASS CAP MONUMENT FOR THE  
NORTHEAST CORNER OF SECTION 3,  
T5S, R1E, SLB&M.

35 2  
34 3 845.22'

BASIS OF BEARINGS - S000148°E 2649.48' BETWEEN SECTION MONUMENTS

WAY 46-108-0014  
ENT-75-384-2014  
MAP-854

KELLY  
46-108-0015  
ENT-20273-2019  
MAP-854

WEBB FAMILY  
TRUST  
55-533-0002  
ENT-7430-2018  
MAP-9464

HOLMAN  
55-533-0003  
ENT-39397-2020  
MAP-9464

WILLOW  
RIDGE  
ESTATES

DYER  
55-533-0024  
ENT-80-008-2018  
MAP-9464

6382 WEST 9890 NORTH LLC  
55-533-0007  
ENT-3771-2013  
MAP-9464

LOOSE  
55-533-0008  
ENT-2544-2010  
MAP-9464

SMITH  
55-533-0009  
ENT-84-019-2010  
MAP-9464

RICHARD  
55-533-0078  
ENT-97-15-2013  
MAP-1508

10' P.U.E.

OPEN SPACE 1  
DEDICATED TO HIGHLAND CITY  
259,990 SF  
5.97 AC

OPEN SPACE 2  
DEDICATED TO HIGHLAND CITY  
48,602 SF  
1.12 AC

OPEN SPACE 3  
DEDICATED TO HIGHLAND CITY  
2,521.24 SF  
0.06 AC

P.O.B.

PUBLIC OPEN SPACE  
PARCELS DEDICATED TO HIGHLAND CITY  
5759 SF  
0.13 AC

PARCEL A FOR FUTURE DEVELOPMENT  
233.62 SF  
0.0054 AC

HIDDEN POND PLAT A-  
AMENDED

THE JBC  
ENTERPRISES, LLC  
12-011-0038  
ENT-975-2008

10250 NORTH  
(PUBLIC ROAD)

S00010057°W  
105.68'

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# CITY COUNCIL AGENDA REPORT

## ITEM #4d

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**DATE:** February 17, 2026  
**TO:** Honorable Mayor and Members of the City Council  
**PREPARED BY:** Chris Trusty, City Engineer/Public Works Director  
**SPONSORED BY:** City Staff  
**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 in fiscal year 2026 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 Fiscal Year (FY)26 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.

On February 3, 2026, City Council considered this item and continued it to this meeting to allow for discussion at the City Budget retreat to determine whether the purchase made sense to do in FY26 or to consider the item for the FY27 budget.

At the February 5 Budget Retreat, the Council at large ranked the item as a high priority and discussed the possibility that if the City waited until the FY27 budget, the price may increase.

### **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. The intent is for a full-time employee to be paired with a part-time employee with one team focused on storm drain maintenance and the other team maintaining other tasks assigned to the streets department.

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 new expected hard 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 Noland 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 FY26 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 which is an industry standard to cover unanticipated future needs.

If Council wanted to go the contracting route, the money needed is budgeted, but staff would still need to bring back a end-of-year budget adjustment to attribute the monies to the appropriate general ledger accounts.

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 Consider Purchasing 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](mailto:ctrusty@highlandut.gov).



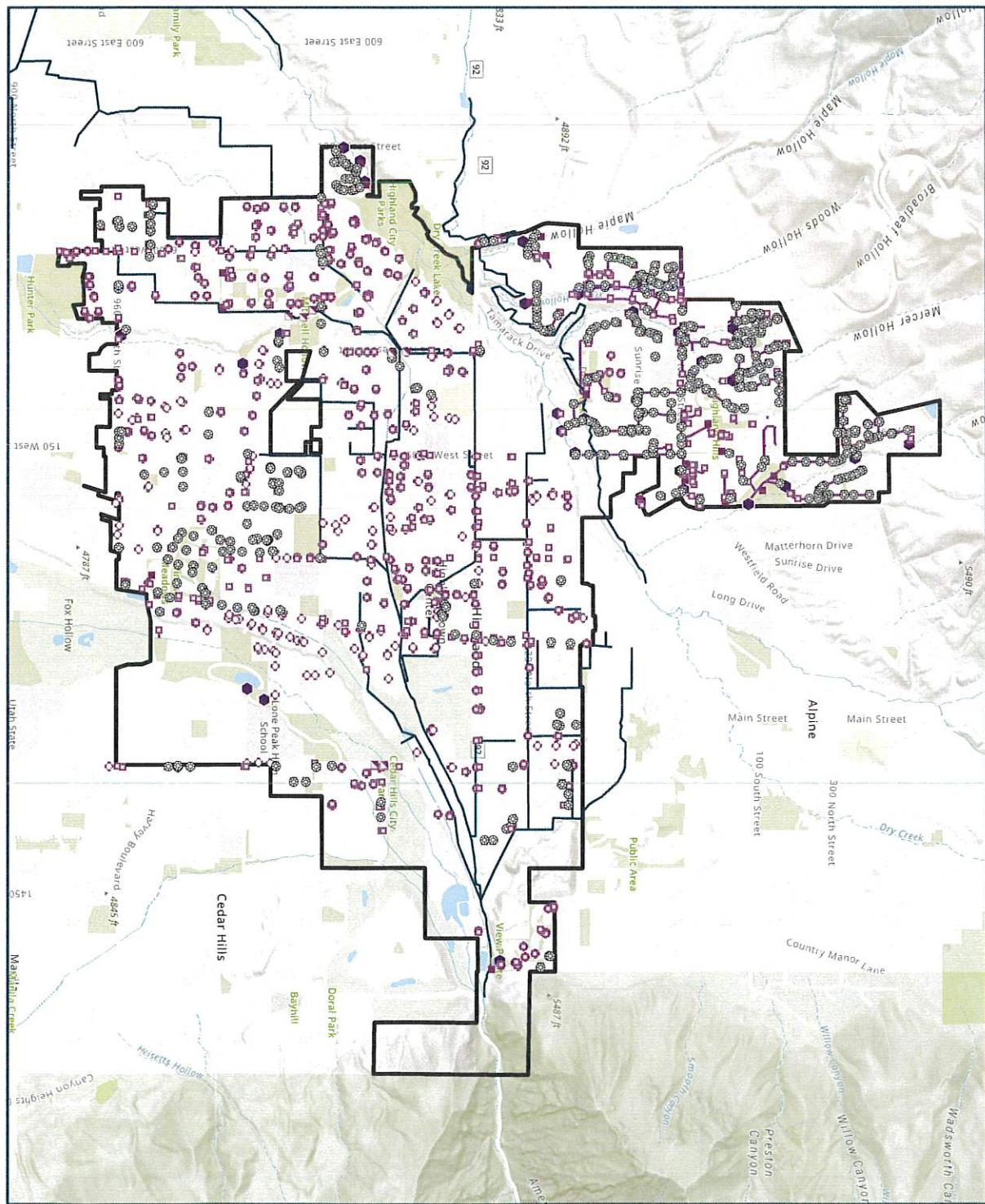
## Stormwater System

- 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





<b>To:</b> Highland City	<b>Contact:</b> Chris Trusty				
<b>Address:</b> 5400 West Civic Center Drive Highland, UT	<b>Phone:</b> 801-756-5751				
<b>Project Name:</b> Highland Storm Drain Maintenance	<b>Fax:</b>				
<b>Project Location:</b> Various, Highland, UT	<b>Bid Number:</b>				
<b>Item #</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
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
<b>Total Bid Price:</b>		<b><u>\$422,150.00</u></b>			

**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.

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

<b>STATE OF UTAH</b> <b>DEPARTMENT OF COMMERCE</b> <b>ACTIVE LICENSE</b>		<b>REFERENCE NUMBER(S), CLASSIFICATION(S) &amp; DETAIL(S)</b>	
<b>Noland And Son Construction Co Inc</b> 1350 W 7900 S WEST JORDAN UT 84088		<b>231300-5501</b> <b>Contractor With LRF</b>	
<b>EFFECTIVE</b> 06/22/1999		<b>EXPIRATION</b> 11/30/2025	
		<b>E100</b>	
		<b>DBAs:</b> 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](http://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

<b>CHASSIS:</b>			
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
<b>MANUALS &amp; TRAINING:</b>			
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.



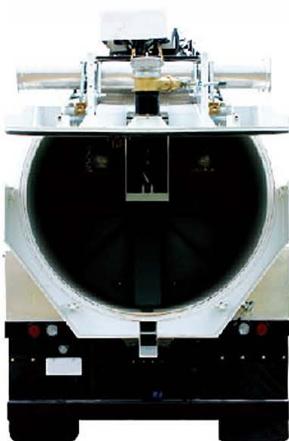
RAMVAC understands that operators need a truck that can be easily maintained in the field with parts that are locally available. The trucks in the HX series are made with easily understood electrical systems and do not rely on complex computer systems. Owners are looking for a competitive advantage and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



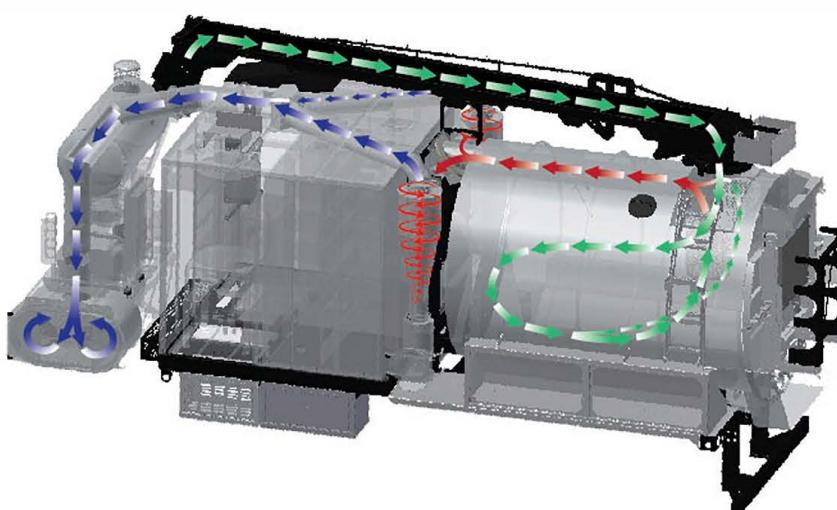
## RAMVAC Air System

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.

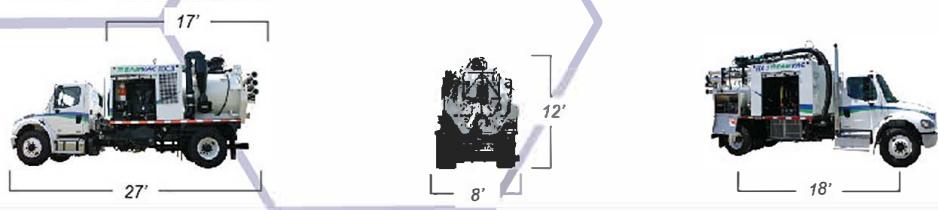
The second stage of the RAMVAC Air System takes the air from the tank and routes it into our cyclone filters. At this point the cyclonic action of these filters propels any remaining material to the side walls of the filters and then down into an easily maintained collection box.

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.

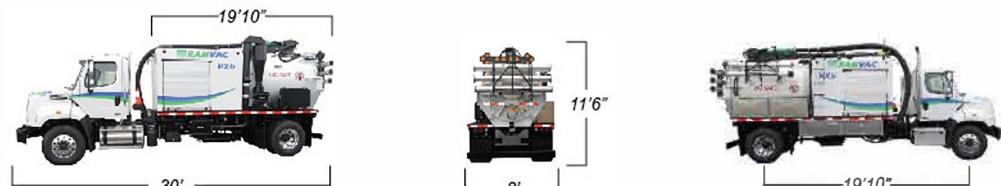


# BEST PRODUCTS, BEST LOCAL SUPPORT

434 E 56th Ave Denver, Co  
80216 (303) 632-8236  
[www.dawsonis.com](http://www.dawsonis.com)



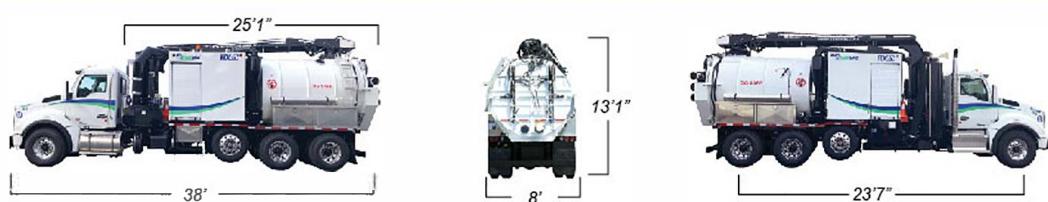
MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT EMPTY	GVWR	BOOM REACH	CAPACITY	MIN HP	AXLE CONFIGURATIONS
<b>HX3</b>	27'	8'	12'	23,800lbs.	33,000lbs.	11'-16'	3yd	300hp	Single or Tandem Axle



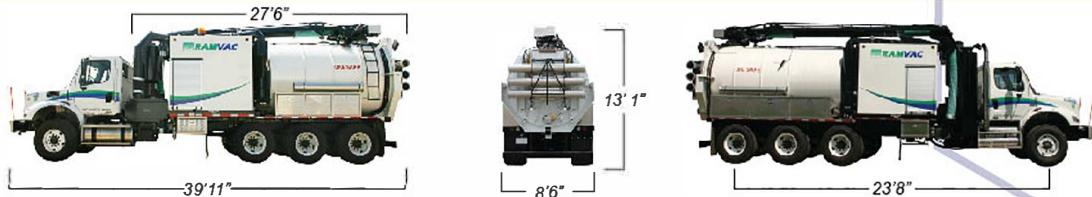
MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT EMPTY	GVWR	BOOM REACH	CAPACITY	MIN HP	AXLE CONFIGURATIONS
<b>HX6</b>	30'	8'	12'	27,040lbs.	39,000lbs.	13'-18'	6yd	300hp	Single or Tandem Axle



MODEL	LENGTH	WIDTH	HEIGHT	WEIGHT EMPTY	GVWR	BOOM REACH	CAPACITY	MIN HP	AXLE CONFIGURATIONS
<b>HX9</b>	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
<b>HX12</b>	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
<b>HX15</b>	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
<b>Temperature Controlled Environmental Chamber</b>					
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
<b>Boom Assembly</b>					
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
<b>Chassis</b>					
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
<b>Vacuum System</b>					
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
<b>Tool Boxes &amp; Storage</b>					
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

<b>Legend</b>
Standard <b>S</b>
Optional <b>O</b>

	HX-3	HX-6	HX-9	HX-12	HX-15
<b>Excavation System Attachments &amp; Accessories</b>					
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
<b>Debris Box</b>					
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
<b>Electrical &amp; Lighting</b>					
NEMA 4 Rated Control Box	S	S	S	S	S
Wireless Remote	S	S	S	S	S
Tethered Remote	O	O	O	O	O
<b>Water System</b>					
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
<b>Accessories</b>					
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**

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**DAWSON**  
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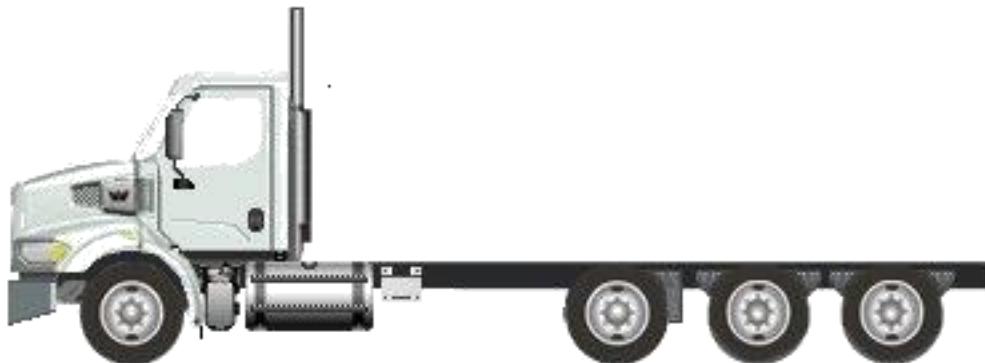
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*A proposal for*  
**SEWER EQUIPMENT CO OF AMERICA BB**

*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

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## 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
<b>Price Level</b>			
PRL-28X	WST 47X/49X PRL-28X (EFF:MY25 ORDERS)		
<b>Data Version</b>			
DRL-040	SPECPRO21 DATA RELEASE VER 040		
<b>Vehicle Configuration</b>			
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		
<b>General Service</b>			
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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		
<b>Truck Service</b>			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		
AF3-2AA	SEWER EQUIPMENT COMPANY		
<b>Engine</b>			
101-26J	CUM X12 455V HP @ 1900 RPM, 1550 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45
<b>Electronic Parameters</b>			
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		
<b>Engine Equipment</b>			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
<b>Wheelbase &amp; Frame</b>			
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		
<b>Chassis Equipment</b>			
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
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		
<b>Design</b>			
065-000	PAINT: ONE SOLID COLOR		
<b>Color</b>			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
<b>Certification / Compliance</b>			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
<b>Secondary Factory Options</b>			

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<b>Data Code</b>	<b>Description</b>	<b>Weight Front</b>	<b>Weight Rear</b>
*	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

	<b>Weight Front</b>	<b>Weight Rear</b>	<b>Total Weight</b>
Factory Weight <sup>+</sup>	10996 lbs	9321 lbs	20317 lbs
Total Weight <sup>+</sup>	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

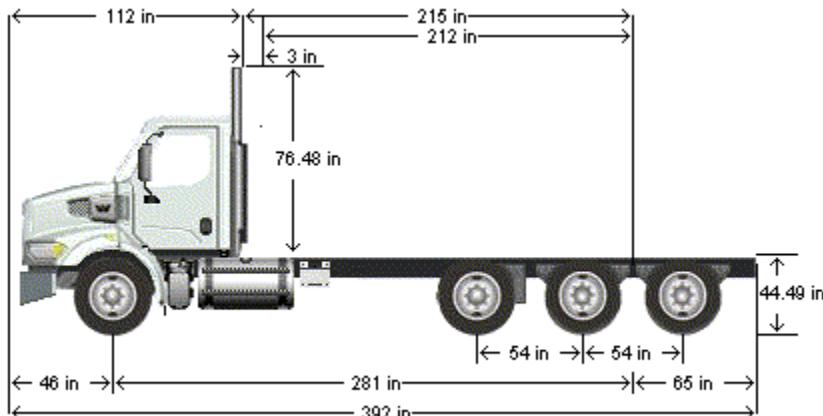
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### DIMENSIONS



### 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

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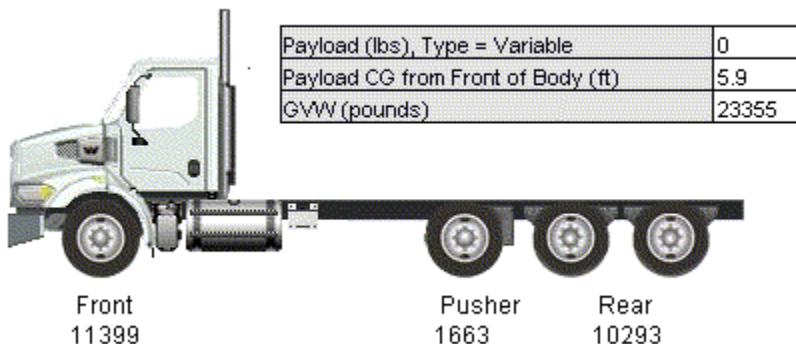
Dimensions	Inches
Bumper to Back of Cab (BBC)	111.6
Bumper to Centerline of Front Axle (BA)	46.5
Front Axle to Back of Cab (AC)	65.2
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	215.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	212.4
Back of 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
<b>Pusher/Tag Up</b>				
Chassis Tare	10996	0	9321	<b>20317</b>
Fuel / Oil	642	0	196	<b>838</b>
Driver	422	0	78	<b>500</b>
Dealer Installed Options	0	0	0	<b>0</b>
Accessories Total	0	0	0	<b>0</b>
Body Tare	887	0	813	<b>1700</b>
<b>Truck Tare Weight</b>	<b>12947</b>	0	<b>10408</b>	<b>23355</b>
Payload Total	0	0	0	<b>0</b>
<b>Calculated Axle Loads</b>	<b>12947</b>	0	<b>10408</b>	<b>23355</b>
Expected Axle Loads / GVW	20000	13200	46000	<b>79200</b>
Creep GAWR / GVWR (*Max 5 MPH)	30000	0	60000	<b>90000</b>
GAWR / GVWR	20000	13200	46000	<b>79200</b>
<b>Pusher/Tag Down</b>				
Chassis Tare	9564	1296	9457	<b>20317</b>
Fuel / Oil	621	48	169	<b>838</b>
Driver	414	19	67	<b>500</b>
Dealer Installed Options	0	0	0	<b>0</b>
Accessories Total	0	0	0	<b>0</b>
Body Tare	800	300	600	<b>1700</b>
<b>Truck Tare Weight</b>	<b>11399</b>	<b>1663</b>	<b>10293</b>	<b>23355</b>
Payload Total	0	0	0	<b>0</b>
<b>Calculated Axle Loads</b>	<b>11399</b>	<b>1663</b>	<b>10293</b>	<b>23355</b>
Expected Axle Loads / GVW	20000	13200	46000	<b>79200</b>
GAWR / GVWR	20000	13200	46000	<b>79200</b>
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				

**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

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

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**DATE:** February 17, 2026  
**TO:** Honorable Mayor and Members of the City Council  
**PREPARED BY:** Chris Trusty, City Engineer/Public Works Director  
**SPONSORED BY:** City Staff  
**SUBJECT:** Bid Award for Crack Sealing  
**TYPE:** General City Management

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**PURPOSE:**

The City Council will consider a bid award for crack sealing city streets.

**STAFF RECOMMENDATION:**

Staff recommends to award the bid for crack sealing to Morgan Paving in the amount of \$60,907.

**PRIOR COUNCIL DIRECTION:**

On June 17, 2025, Council adopted the FY26 City Budget, including \$100,000 in GL 10-60-31 Repair Potholes, Crack Seal, etc.

**BACKGROUND:**

City staff solicited bids for the annual crack sealing project. After reviewing the submitted bids, Morgan was the low bid by a large margin. Staff reached out to Morgan to inquire why their bid was so low. They felt that their bid was so much lower because they had done the most recent crack sealing project for the city, and when they drove the streets included in the bid, they felt that many of the streets would not need to have the joint between the gutter and asphalt sealed, even though the city had requested that be included in the bids. Knowing that, staff asked them to revise their bids to include this portion to ensure that we were providing comparable bids. Even with this update, Morgan was still the low bid for this project. Staff suggests that we award the bid to Morgan for the full price, but then determine on site if any of these areas can be removed as Morgan previously thought.

See bids below:

Contractor	Bid Amount
Morgan Paving	\$55,370.00
M & M	\$75,949.65
Kilgore	\$89,320.00
Carson and Johnson	\$84,500.00

The \$55,370 plus a 10% contingency is \$60,907.

**FISCAL IMPACT:**

The cost of this service is \$60,907. Funding for this expense is included in GL 10-60-31 Repair Potholes, Crack Seal, Etc within the FY26 budget with approximately \$87,000 remaining in the line item.

**MOTION:**

I move that City Council award a bid for the crack seal project to Morgan Pavement in the amount of \$60,907.

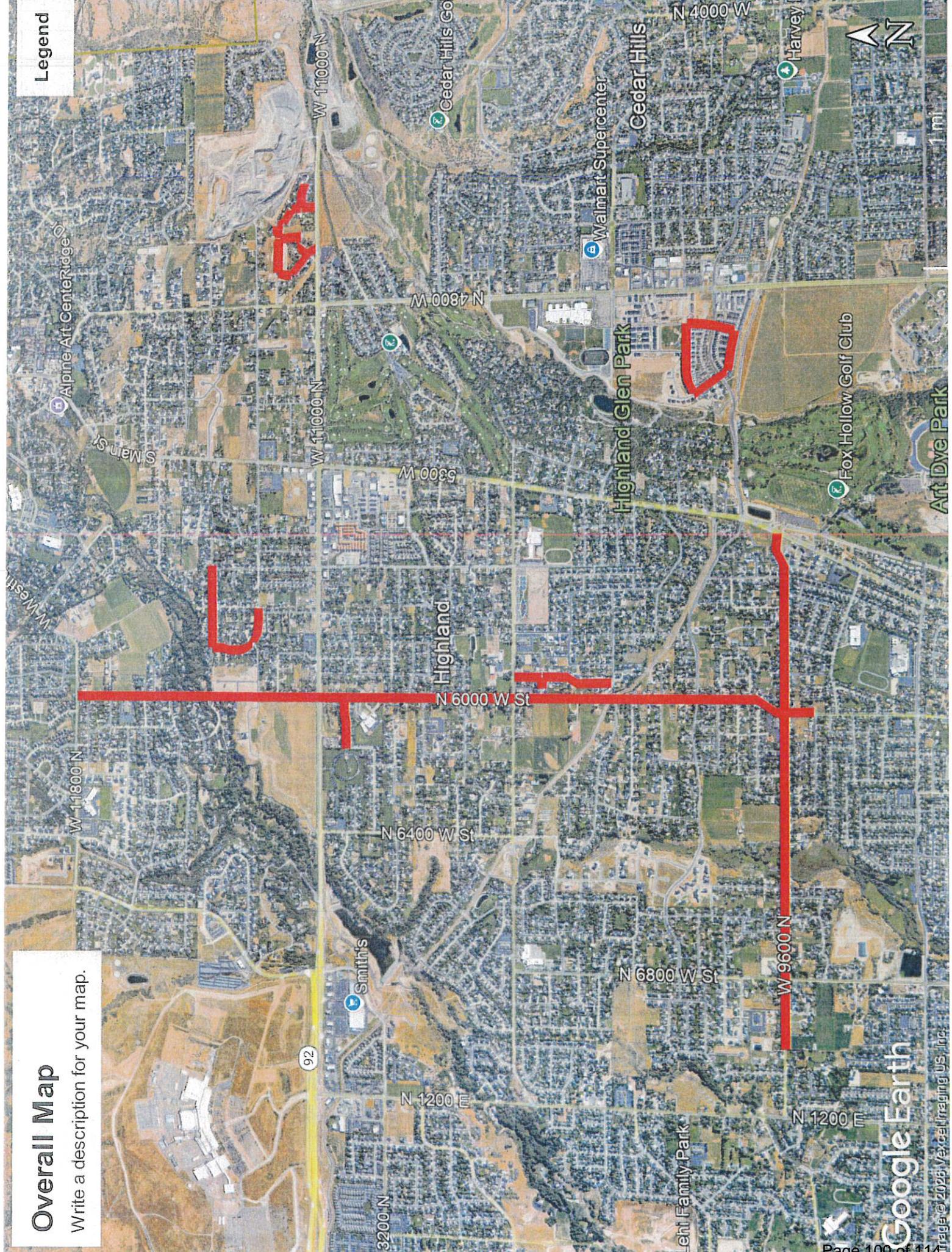
**ATTACHMENTS:**

1. Crack Seal Map
2. Morgan Bid

## Overall Map

Write a description for your map.

## Legend



**Morgan Pavement**  
 Remit to: PO Box 190  
 Clearfield, UT 84089  
 625 S. Main Street  
 Clearfield, UT 84015



Phone: (801) 544-5947  
 Fax: (801) 416-8061  
 MorganPavement.com

Mastic Asphalt Treatment-Excavation & Grading-Asphalt Paving-Patching-Sealcoat-Slurry-Crackseal-Striping-Consulting

<b>To:</b> HIGHLAND CITY	<b>Contact:</b> Ty Christensen
<b>Address:</b> 5400 W. CIVIC CENTER DR.  HIGHLAND, UT 84003	<b>Phone:</b> (801) 756-5751  <b>Fax:</b>
<b>Project Name:</b> 2026 Highland City Crack Seal	<b>Bid Number:</b>
<b>Project Location:</b> Various Streets In City, Highland, UT	<b>Bid Date:</b> 1/19/2026

Line #	Item Description	Estimated Quantity	Unit	Total Price
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#### 1. Original Bid

##### Crack Seal W/Perimeters

- Blow Cracks Free Of Dirt And Debris Using Compressed Air
- Fill Cracks With Hot Rubber Crack Sealant
- Includes Perimeter Seams Against Concrete Curbs And Gutters

**Total Price for above 1. Original Bid Items:** **\$33,410.00**

#### 2. Updated Bid

##### Crack Seal W/Perimeters

- Blow Cracks Free Of Dirt And Debris Using Compressed Air
- Fill Cracks With Hot Rubber Crack Sealant
- Includes Perimeter Seams Against Concrete Curbs And Gutters.

**Total Price for above 2. Updated Bid Items:** **\$55,370.00**

#### Notes:

- **Pay Terms:** 50% due at signing of contract and prior to scheduling, remaining 50 % due and payable on day of work completion.  
**Initial** \_\_\_\_\_
- Any deviation from these specifications and/or terms shall be by written mutual agreement. Payment for extra work and allowances for omission shall be fixed in advance in writing on demand by either party. No verbal agreement or understanding shall be binding
- Temperature is a factor in the ability to apply certain asphalt products and obtain adhesion. In order for warranty to apply, temperatures must fall within certain parameters for that specific scope of work. Please call to verify the temperature parameters of the proposed work.
- Please turn off all sprinklers and remove obstructions( i.e. dumpsters or cars) from work site prior to performance of work. Morgan Industries will not be held liable for areas that are wet or blocked on the day that the crews arrive. If it is necessary to return to touch up areas so affected, there will be additional charges.
- Morgan Industries assumes no risk or liability of undisclosed or unforeseen conditions of the project site, including but not limited to hazardous waste, unstable or saturated subgrade, underground utilities, water table issues.
- Exclusions unless noted on scope of work: Bonds, fees, permits, material or compaction testing, traffic control and/or barricades, prime coat, soil sterilant, subgrade stabilization, concrete, sawcutting, earthwork, engineering, survey, construction staking, third party billing fees
- Morgan Industries will not guarantee drainage on grades with 1% or less slope or on overlays.
- Both Parties agree that Morgan Industries is not liable for any damage of underground piping, wiring, conduit which are not visible to crews on the property that could not be located by utility locator service. ( i.e. blue stakes)
- Price is valid for 30 days from date of proposal
- Due to the volatility of the oil industry, this bid may fluctuate with oil prices. Therefore this may adjust with any increase in oil/material prices.
- Morgan Industries reserves the right to use a sub-contractor on any scope of work.

#### Payment Terms:

Payment is due at completion of project without any retention being withheld, Invoices are subject to 2% interest per month beginning 30 days following the due date. In the event it becomes necessary for Morgan Industries to file suit to collect any money due, hereunder or for breach thereof, the owner agrees to pay in addition to the amount due, all costs of enforcement including reasonable attorney fees. In the event of dispute between Morgan Industries and Buyer, the parties agree to arbitration through the American Arbitration Association.

**Morgan Pavement**  
Remit to: PO Box 190  
Clearfield, UT 84089  
625 S. Main Street  
Clearfield, UT 84015



Phone: (801) 544-5947  
Fax: (801) 416-8061  
MorganPavement.com

Mastic Asphalt Treatment-Excavation & Grading-Asphalt Paving-Patching-Sealcoat-Slurry-Crackseal-Striping-Consulting

<b>To:</b> HIGHLAND CITY	<b>Contact:</b> Ty Christensen
<b>Address:</b> 5400 W. CIVIC CENTER DR. HIGHLAND, UT 84003	<b>Phone:</b> (801) 756-5751 <b>Fax:</b>
<b>Project Name:</b> 2026 Highland City Crack Seal	<b>Bid Number:</b>
<b>Project Location:</b> Various Streets In City, Highland, UT	<b>Bid Date:</b> 1/19/2026

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.
<b>Buyer:</b> _____
<b>Signature:</b> _____
<b>Date of Acceptance:</b> _____

<b>CONFIRMED:</b> <b>Morgan Pavement</b>
<b>Authorized Signature:</b> _____
<b>Estimator:</b> Kasen Garrett (385) 368-6213 kgarrett@morganpavement.com



# CITY COUNCIL AGENDA REPORT

## ITEM #7a

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**DATE:** February 17, 2026  
**TO:** Honorable Mayor and Members of the City Council  
**PREPARED BY:** Jay Baughman, Assistant City Administrator/Community Development Director  
**SPONSORED BY:** City Staff  
**SUBJECT:** Land Sale & Encroachment Policy Clarifications  
**TYPE:** General City Management

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### **PURPOSE:**

The City Council will discuss with staff the process by which it wants staff to evaluate requests for sales of city land. Staff would also like the City Council to discuss and clarify any changes it would like to make to the Encroachment Policy, which is attached.

### **STAFF RECOMMENDATION:**

N/A

### **PRIOR COUNCIL DIRECTION:**

On July 1, 2025, Council discussed and considered some Open Space Maintenance Agreements. At that time, some Council Members expressed interest in revising some of the rules and restrictions on what is and what is not allowed under a Maintenance Agreement.

In the last six months, staff have also received requests by residents to purchase city property adjacent to their property. Right now, staff does not have a Council-approved method for evaluating the potential sale of land and preparing a proposal for consideration by Council.

Staff is bringing the topic of Open Space sales and Open Space Maintenance Agreements before the Council in a work session to discuss and receive guidance for future action.

### **BACKGROUND:**

#### **Maintenance Agreements**

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

Again, based on the current policy, situations where an MA would not be appropriate would be where a citizen's yard borders a conservation easement, like on the north side of Highland Hollows, where the native landscape and vegetation must be maintained. Some areas of park space or open space owned by the City are intended to remain in their natural state and growth, including the proliferation of natural

vegetation. Where private property borders these areas, they are often subject to encroachment, but because of the desire to maintain the open nature of the land, including access by the public, MAs are not recommended in these areas.

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

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

As staff has been undertaking the process of enforcing the encroachment policy, situations have come up which staff needs Council guidance on. To help direct the discussion, specific questions staff is seeking direction on are listed below.

#### **Questions For Consideration:**

- What changes to improvements are allowed for MA? At our last meeting, some Council Members expressed interest in allowing curbing.
- How would you like to handle encroachment cases where the resident has done massive and/or expensive improvements on City property. This typically is placing retaining walls on City property to maximize the amount of usable land a resident has available (rather than putting the retaining wall on their own property and losing several square feet of usable land).
- What factors do you want to take into account when evaluating a parcel of orphaned property when deciding to allow a sale of land or an MA?

#### **FISCAL IMPACT:**

N/A

#### **MOTION:**

No motion, just a work session discussion for staff guidance.

#### **ATTACHMENTS:**

1. R-2022-27 Adopting the Highland City Encroachment Policy, Approving the Maintenance Agreement Template, and Adopting a Maintenance Agreement Applicati

**RESOLUTION NO: R-2022-27**

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

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

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

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

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

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

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

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

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

  
Kurt Ostler, Mayor

ATTESTED:

  
Stephannie Cottle, City Recorder



COUNCIL MEMBER	YES	NO
Timothy A. Ball	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brittney P. Bills	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sarah D. Petersen	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kim Rodela	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott L. Smith	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## **HIGHLAND CITY ENCROACHMENT POLICY**

### **I. BACKGROUND AND PURPOSE**

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

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

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

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

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

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

## **II. PERMITTED AND PROHIBITED ENCROACHMENTS**

### **1. Definitions and Examples**

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

### **2. Maintenance Agreements**

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

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

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

c. Maintenance Agreements – 2022 and Beyond

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

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

### **III. ENCROACHMENT REMOVAL PROCEDURES**

#### **1. Voluntary Compliance**

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

#### **2. City-Enforced Compliance Procedures**

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

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

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

### **3. No Waiver of Rights**

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

# MAINTENANCE AGREEMENT

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## RESIDENT

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

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

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

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

### TERMS

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

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

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

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

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

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

10. CITY'S RIGHTS UNAFFECTED. Nothing in this Agreement limits the City's or the public's right to and enjoyment of the Property, including access to and right of entry upon Property at any time. City may conduct its own infrastructure and trails maintenance on Property and use Property according to City's needs. City shall not be required to notify Resident prior to entering onto or using the Property.

11. ASSUMPTION OF RISK; HOLD HARMLESS. Resident assumes all responsibility for its use, maintenance, or improvement of Property and agrees to indemnify City for any claims arising out of its use, maintenance or improvement of Property.

12. NOTICES. Any written notice hereunder to Resident shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Resident at its address set forth above or at such other address as may be last known to City.

13. SEVERABILITY. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.

14. INTERPRETATION AND ENFORCEMENT. The laws of the State of Utah shall govern the validity, construction, performance and enforcement of this Agreement.

HIGHLAND CITY

Attest:

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CITY ADMINISTRATOR  
DATE:

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CITY RECORDER

## RESIDENT

NAME: \_\_\_\_\_

DATE:

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

## Notary Public

## RESIDENT

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NAME: \_\_\_\_\_

DATE:

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

## Notary Public