

AGENDA
HIGHLAND CITY COUNCIL MEETING
March 3, 2015

7:00 p.m. Regular City Council Session
Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

7:00 P.M. REGULAR SESSION – CITY COUNCIL CHAMBERS

CALL TO ORDER – Mayor Mark Thompson
INVOCATION – Mayor Mark Thompson
PLEDGE OF ALLEGIANCE – Jessie Schoenfeld

APPEARANCES

- 1. Time has been set aside for the public to express their ideas, concerns, and comments.**
(Please limit your comments to three minutes each.)

CONSENT

- 2. MOTION: Approval of Meeting Minutes for City Council Work Session – February 10, 2015**
- 3. MOTION: Approval of Meeting Minutes for City Council Regular Session – February 17, 2015**
- 4. MOTION: Ratification of Re-Appointment and Appointment of Planning Commissioners – Abe Day and Steve Nielsen**

ACTION ITEMS

- 5. MOTION: Authorize Staff to Bid Road Reconstruction – 10150 North and Stevens Lane**
- 6. RESOLUTION: Amending Site Plan Review Fees – Civic Construction Plan Review and Civic Construction Inspections**
- 7. MOTION: Approval of an Agreement – D.R. Horton**

MAYOR/ CITY COUNCIL & STAFF COMMUNICATION ITEMS

- Park Maintenance Building
- Library Funding and Dedicated Tax

ADJOURNMENT

(These items are for information purposes only.)

Description	Requested/Owner	Due Date	Status
Certified Impact Fee – Completed Report	City Council Nathan Crane	1 st quarter of 2015	Zion’s Bank approved – report in progress
Impact Facilities Plan	City Council	1 st Quarter of 2015	In Progress
Road Capital Improvement Plan for FY 15-16 <i>Prioritize and Communicate to Residents</i>	City Council	January	Nov - Emailed for clarification
HW Bldg. – PW Storage Status	City Council Mayor/PW		In Progress
Determine Park Use for Recreation	City Council Parks Staff	1 st quarter of 2015	Staff to make recommendations
SR74 Median at Pebble Lane Subdivision	Staff		Waiting to hear from County
Building Use Policy Fees	Rod Mann Staff		Gathering Information
Bike Traffic along SR74	Jessie Schoenfeld PW		In Progress
Arts Council Funds for new Piano	Arts Council	May	In Progress

CERTIFICATE OF POSTING

The undersigned duly appointed City Recorder does hereby certify that on this **25th day of February, 2015**, the above agenda was posted in three public places within Highland City limits. Agenda also posted on State (<http://pmn.utah.gov>) and City websites (www.highlandcity.org).

JOD’ANN BATES, City Recorder

- In accordance with the 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 3 days in advance to the meeting.
- The order of agenda items may change to accommodate the needs of the City Council, the staff and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.

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

MINUTES

Highland City Council Work Session

February 10, 2015

Highland City Multi-Purpose Room,
5400 West Civic Center Drive, Highland, Utah 84003

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Present: Mayor Mark S. Thompson
Councilmember Dennis LeBaron
Councilmember Tim Irwin
Councilmember Jessie Schoenfeld
Councilmember Rod Mann

STAFF PRESENT: Aaron Palmer, City Administrator
Gary LeCheminant, Finance Director
Kent Slade, Library Director
JoD’Ann Bates, City Recorder

LIBRARY BOARD: Blythe Shupe, Library Board Chair
Scott Smith, Library Board Member
Richard Sudweeks, Library Board Member
Cindy Johnson, Library Board Member
Tiffany Whiting, Library Board member
Marlene Brooks, Library Board Member
Janeen Ashcroft, Library Board Member

EXCUSED: Councilmember Brian Braithwaite
Andrea Fuller, Library Board Vice Chair

Others: Claudia Stillman, Roger Dixon, Michelle DeKorver, Bethany Oporto, Getty Evans.

The meeting was called to order by Mayor Mark Thompson as a work session at 6:03 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

Tim Irwin indicated he wrote an article in the city newsletter regarding the library and wanted to thank Blythe Shupe for the information she provided. He stated he received numerous comments and felt that a lot of people learned about the library and what it has to offer. He was appointed as a council representative to the library board and he feels this is an involved board. They are immersed and committed to the library and he stated it has been a privilege to be able to work with them. He also feels the library is well managed under the direction of Kent Slade,

DRAFT

1 Library Director. Tim indicated he requested this work session in order to talk about the library,
2 their goals, learn about what they are doing, understand the use and anticipate the future.

3
4 Blythe Shupe, Library Board Chair thanked the City Council for the opportunity to discuss with
5 them the aspects of the Highland Library. She stated prior to the discussion they would like to
6 take a quick tour of the library and showcase some of the items and programs they offer.

7
8 Michelle DeKorver conducted a tour of the library. Michelle explained the areas and sections of
9 the library that includes: movies, magazines, oversized books, adult non-fiction, adult fiction,
10 LDS fiction, young adult, specialty section, large print, foreign language, audio, literacy kits,
11 children, juvenile fiction, and a book board provided by an eagle scout. She explained they have
12 two circulation desks, and the process of interlibrary loans. She indicated they do have sale
13 items that are books that are no longer in circulation, donated books that come in faster than they
14 can sale them, they have the ability to repair their own books and have a staff room and storage
15 room.

16
17 Bluth Shupe provided the council with a hand out and commented she would be using it as
18 talking points but at any time if there are questions or concerns they would like to discuss they
19 should feel free to do so. (Handout attached) Blythe continued that the purpose of a library is a
20 central community place to assist in sifting through and to get through information provided by
21 the internet by keeping up on reference books, manuals, skills and testing. Blyth moved
22 forward with discussion of the handout.

23 24 **Mission Breakdown**

25
26 Blythe Shupe indicated the library is working with local schools to try and have lists that
27 students need for current assignments. They have the ability to check out a large amount of
28 books for books clubs and school assignments. Blythe continued that although ebooks are
29 available there is still a lot of individuals that still read paper books. They are working on helping
30 the public with working and using those electronic devices with the eBooks. Blythe stated that
31 Kent does a great job with the amount and type of DVD's they offer. They also have a large
32 supply of audiobooks.

33
34 Dennis LeBaron asked if there are stats for the amount of eBooks, audiobooks and DVD's
35 checked out.

36
37 Blythe Shupe indicated that in 2014 - 8,965 eBooks were checked out.

38
39 Kent Slade stated that approximately 700 eBooks a month are being checked out versus
40 approximately 13-14 thousand per month of regular books being checked out. He continued that
41 last year they had circulated 21 thousand DVD's, 5394 books on CD and 216 juvenile DVD's.

42
43 Rod Mann inquired regarding equipment to order to fix their own DVD's.

DRAFT

1 Kent Slade indicated they had looked into it and they are about \$5,000., they are very large units
2 and they currently don't have the room, they are also fairly noisy. Currently there is such a
3 variety and selection that it is easier to replace the disc rather than fix it.

4
5 Blyth Shupe stated they are a small library but they have tried to address that issue with various
6 different options. She explained the interlibrary loans programs which allows any patron to
7 check out up to three books a month from participating libraries. It is a great service, typically in
8 other libraries there is a fee, they do it for free.

9
10 Dennis LeBaron inquired if citizens are aware of that service.

11
12 Kent Slade indicated inter-library usage has gone up. If a patron asks for something they don't
13 have in the library they will offer that service to them.

14
15 Discussion continued of other possible changes that can be looked at to help with the space issue.

16
17 Blythe Shupe commented on the co-op programs stating they are only a partial member. The co-
18 op includes Eagle Mountain, Saratoga Springs, Pleasant Grove, Lehi and American Fork. Those
19 patrons can come into the Highland Library and check out a book with their city own card.
20 Highland patrons have the option to purchase full card at those other areas for a discounted rate
21 and can use that card at any of the other co-op areas.

22
23 Discussion continued regarding Salt Lake County library systems, local Co-op Systems, EBooks
24 and their regulations.

25 26 **Programs to foster Love for Reading and Lifelong Learning**

27
28 Blythe Shupe indicated they have early literacy kits that was started with a grant that helps with
29 various topics. They also have an early literacy station that has a specific computer for children
30 with different literacy programs to help with learning. They offer the Mango language program
31 that was also purchased with grant money. They offer a summer reading program for families,
32 teen levels and a pre-K level. The summer reading program helps kids combat the summer slide
33 of education. Story time is one of the best programs and is run by Michelle, she really makes it
34 interactional and fun.

35
36 Michelle DeKorver stated they have 4 sessions a week. Thursdays they have two Story times
37 going at the same time.

38
39 Blythe Shupe continued to comment on other programs like family activities and their resources
40 for testing and career skills, Drivers Ed study programs and Boy Scout merit badges. They have
41 computer access which for the most part all the stations are usually full. She commented on a
42 study funded by Bill Gates that talks about the digital divide, which is the gap between those
43 with and without computers. There are still students that don't have access to the internet at
44 home for school work. There are those that have computers at home that still rely on the
45 computers at the library for faster service, their internet access is down at home, it's a quieter
46 place to study, or they need help with additional research that the librarian can assist with.

DRAFT

1 Blythe Shupe stated the board is continuing to find ways to advertise and increase teen programs
2 and senior programming. They have found a need additional staff to help with programming and
3 have shifted things around to provide more funding for programming.
4

5 **A Gathering Place that Creates a Sense of Community and Enhances the Quality of Life**

6

7 Blythe Shupe indicated the board had come up with a theme which is: “The Heart of the
8 Community”. Highland has a shortage of places to meet, the library is one option. She has seen
9 kids come in and hang out, see kids come in after school, and the library is a place for kids to
10 come during the summer. They have also been keeping an making available a history of
11 Highland City and northern Utah County.
12

13 Kent Slade stated a former City Recorder provided historical documents along with resident
14 Yukus Inouye who donated past information, has made and would like to make a plea to City
15 Council members that as they leave office they donate papers to the library to have for the
16 history collection.
17

18 Blythe Shupe commented they are currently working with the Highland Arts Council and
19 hopefully everyone has noticed the art exhibits throughout the library and the City Hall foyer.
20 They would like to increase that relationship with them. They also have a class from Highland
21 Elementary come in and they have a storytelling festival. The library also partners with the
22 Ashford Care Center to provide reading educational materials for not only the residents but their
23 visiting family members.
24

25 Tim Irwin stated that Ashford is the only care facility they have in the city at this time. He
26 inquired if there was to be more, how the library can expand that service and what would that
27 take in order to accommodate more facilities.
28

29 Kent Slade indicated he feels they could work with additional facilities, they would address that
30 once they are available.
31

32 **The Highland Library Yesterday, Today and Tomorrow**

33

34 Blythe Shupe stated in looking at the library she looked at it in three year chunks. She reviewed
35 information in the handout. Blythe continued to indicate they have enlisted Brandon Mole to
36 participate in future campaigns which is still in the early stages along with reaching out for other
37 Utah authors for help. As they are exploring different fund raising opportunities they have
38 reached out to various companies for their support. In doing this they need to make sure they
39 have stable funding, without that they will have a hard time getting corporations and donors to
40 support them.
41

42 **State of the Library**

43

44 Blythe Shupe reviewed the provided information and statistics.
45

DRAFT

1 Tim Irwin stated when they look at these numbers it doesn't tell them the penetration in the city.
2 It would be helpful to figure out the penetration into the city and help us to know what more they
3 could do to reach out to those not using the programs.
4

5 Scott Smith commented he agrees that information would be helpful, but is difficult to ascertain.
6 He inquired if the council requires this type of information from other departments.
7

8 Tim Irwin commented they want to encourage to use the library if they knew how many people
9 actually used the library, it would help to know the amount of effort they would need to put into
10 expanding the usage and market it better. .
11

12 Discussion continued regarding the extent of tracking information they feel would give the board
13 and the council the best idea as to the usage of the library and the need for marketability.
14

15 **Return on Investment**

16
17 Blythe Shupe stated she wanted to put it into perspective as to other expenses a family pays
18 versus what is paid for the library. They feel it is a very small piece of the city budget but a large
19 value to the city and the community. There had been some discussion regarding alternate
20 funding for the library and she did some research, she could not find anywhere of a private
21 library. The argument of a private library is that it takes the accountability away from the
22 community. It takes all control away from the city or county and in most cases nulls and voids
23 any federal or state funding or grants. She feels the public library is reflective of the values of
24 the community. They believe in taking care of each other and looking out for one another, the
25 library is one way of doing that. By privatizing the library you cut out some resident's ability to
26 use the library either by their choice or forced choice.
27

28 Discussion regarding the possibility of placing a fee on the utility billing versus property tax and
29 the process it would take.
30

31 Dennis LeBaron stated he appreciated the presentation. He feels the dedicated property takes
32 away the choice to choose rather they want to participate or not in the library.
33

34 Blythe Shupe stated she doesn't know that a lot of people know or really care or mind there is a
35 portion of their taxes that go to the library. She feels there needs to be some responsibility our
36 neighbors but too often time it is very nit picking. She feels they keep getting caught up with
37 what is in essence a very small part of the budget.
38

39 Rod Mann stated he sees library's like parks and he thinks on principle, the library tax should not
40 exist, and it should be part of the general fund. He feels that without the dedicated tax the library
41 will not go away.
42

43 Janeen Ascroft stated the fear becomes with future councils and a guarantee that the library will
44 be able to continue to be supported. The dedicated library tax was set up in the first place to
45 guarantee a library with set funding. It will be much easier to receive other financial backing
46 with that guarantee funding.

DRAFT

1 Rod Mann responded that he doesn't believe there should be a guarantee. He feels it should be
2 like any other department, they ask for their budget and they get what is available.

3
4 Mayor Thompson voiced his appreciation to all the board members and stated this will continue
5 to be discussed in later days.

6
7 Claudia Stillman, a resident and former City Councilmember. She stated she was the president
8 of the Library Committee when they were looking into the idea of a library. She indicated they
9 visited the State Board and asked how they can become a credited library and the State
10 responded they have to have stable funding and they recommended they go with the dedicated
11 tax and that's where it started. Of all things in Highland the library means a lot to the residents.
12 She would like to make two suggestions: 1) She feels it's a wonderful idea is to have those that
13 contribute funds place their names on plaques and recognize them for their contributions. 2)
14 Participating with other cities not only in the libraries but other aspects can help save money.
15 She appreciates the work they do and can't express what it means to have a library in the
16 community and the affects and benefits it affords to all residents.

17
18 Mayor Thompson thanked all those in attendance and adjourned the work session
19
20

21 **Work Session adjourned at 7:34 pm**
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26 JoD'Ann Bates, City Recorder
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28 Date Approved: March 3, 2015
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**MINUTES
HIGHLAND CITY COUNCIL MEETING
Tuesday, February 17, 2015**

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

PRESENT: Mayor Mark S. Thompson, conducting
Councilmember Brian Braithwaite
Councilmember Dennis LeBaron
Councilmember Tim Irwin
Councilmember Jessie Schoenfeld
Councilmember Rod Mann

STAFF PRESENT: Aaron Palmer, City Administrator
Nathan Crane, Community Development Director
Gary LeCheminant, Finance Director
JoD’Ann Bates, City Recorder
Justin Parduhn, Public Works O&M Director
Brian Gwilliam, Chief of Police
Tim Merrill, City Attorney

OTHERS: Reece DeMille, Terry Jones, Brad Mackay, Roma Ockler, Miriam Greenland, Charles Greenland, Brooke Sweeney and Kent Slade.

The meeting was called to order by Mayor Mark S. Thompson as a regular session at 7:03 p.m. 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 Tim Irwin and those assembled were led in the Pledge of Allegiance by Mayor Thompson.

APPEARANCES:

No Public Apperances

PRESENTATION: Charlie Greenland

Charlie Greenland stated both him and his wife were born and raised in Highland. His father came to Highland in 1906 and his family home is where Freedom Elementary now stands. He lived here for the first 25 years of his life and then moved away for about 40, is now back and has started to do some history. In his research he came across a map that was taken in May of 1958 and with the help of Abe Day they were able to reproduce it into a large 3’ x3’ print. He

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1 has a name key of approximately 95 people that had lived in the homes at the time. He indicated
2 this is a work in progress and would like to present it to the Library and would like to request
3 that anyone with further information feel free to add, change, and update as they find the
4 information. The maps can also be available in different sizes and can be purchased through
5 him.

6
7 Tim Irwin suggested displaying the map at the Fling and the budget open house with the name
8 information for those that would be interested in helping with the information or purchasing.

9
10 Mayor Thompson thanked Charles for his time and effort he put into the map and the
11 information provided.

12 13 14 **CONSENT ITEMS:**

15
16 MOTION: Minutes for the February 3, 2015 Regular City Council Meeting

17
18 MOTION: Final Plat Approval – Dry Creek Highlands Phase 6
19 ***Pulled by Brian Braithwaite***

20
21 MOTION: Acceptance of Right-of-Way – 6400 West from Quentin H. White
22 ***Pulled by Brian Braithwaite***

23
24
25 MOTION: **Tim Irwin moved the City Council approve the remaining consent items on the**
26 **agenda.**

27
28 **Brian Braithwaite seconded the motion.**

29 **Unanimous vote, motion carried.**

30
31
32 MOTION: Final Plat Approval – Dry Creek Highlands Phase 6
33 ***Pulled by Brian Braithwaite***

34
35 Brian Braithwaite suggested the wording be adjusted regarding the City Engineer, since we do
36 not have a specific designated City Engineer, he just wants to make sure that the individual that
37 is taking over those duties at this time is given the ability to do so. There are three section that
38 will need to be corrected, sections 3, 4 & 5 and he suggested it read “as required by the City
39 Engineer or designated alternative”.

40
41 MOTION: **Tim Irwin moved the City Council accept the findings and approve the final**
42 **plat subject to the stipulations indicated on the agenda and the wording change in Sections**
43 **3, 4 and 5 as proposed by Brian Braithwaite.**

DRAFT

1 **Dennis LeBaron seconded the motion.**

2 **Unanimous vote.**

3 **Motion carried.**

4
5 MOTION: Acceptance of Right-of-Way – 6400 West from Quentin H. White
6 *Pulled by Brian Braithwaite*

7
8 Brian Braithwaite indicated the road is currently built on a portion of this area, but there is no
9 curb and gutter. He inquired how this will impact the additional land they would need for future
10 development of the road.

11
12 Nathan Crane stated this would match the existing right-of-way that is there. They would gain
13 any additional right-of-way if and when the property is developed. The survey information is to
14 the edge of the asphalt.

15
16 **MOTION: Tim Irwin moved the City Council accept the Right-of-Way at 6400 West from**
17 **Quentin H. White.**

18
19 **Brian Braithwaite seconded the motion.**

20 **Unanimous vote.**

21 **Motion carried**

22
23
24 **PUBLIC HEARING** - Budget Amendments, 2014-2015 Fiscal Year

25
26 Mayor Thompson opened the public hearing.

27 Hearing no comments mayor Thompson closed the public hearing.

28
29
30 **ACTION ITEMS:**

31
32 RESOLUTION – Mid Year Budget Adjustments – 2014-2015 Fiscal Year

33
34 **BACKGROUND:** Mid-year budget adjustments allow the city to better see their budget status
35 half way through the budget year. With all of the recommended adjustments, the General Fund
36 budget will be increasing from \$7.65 Million to \$7.93 Million, an increase of approximately
37 \$280,000. The four enterprise funds are affected by a decrease of approximately \$23,400 in each
38 fund because of the movement of the budgeted amount for the city engineer out of these funds
39 and all \$94,000 being placed in the Engineering budget. Some of the largest adjustments are as
40 follows:

- 41 • Transfer an additional \$197K from the General Fund Surplus to make the budget balance.
42 This brings the total transfer from General Fund Surplus to \$422,327.

DRAFT

- 1 • Increase the Emergency Admin expense by \$98,199 for the dispatch building.
- 2 • Increase the special projects expense in the planning department by \$37,500 for a total of
- 3 \$70,000. This is for Zions Bank impact fee analysis and study.
- 4 • Highland Fling expense is increasing from \$20,000 to \$46,715 and at the same time Fling
- 5 revenue is increasing from \$10,000 to \$27,500. Therefore, the Fling cost the city about
- 6 \$20,000 which was the budgeted amount of original expense.
- 7 • Community Center Bldg. Maintenance is increasing from \$25,000 to \$37,500 because the
- 8 heater in the building needed to be fixed.
- 9 • There is a revenue increase in building plan review of \$25,800 but this is offset by a lowering
- 10 of the estimate of the amount of court fines that will be collected from \$210,000 to \$180,000.
- 11 • A budget amount of \$150,000 of expense has been added to the Capital Building Fund for
- 12 the construction of the new parks maintenance building.
- 13 • The State Auditor we must charge ourselves for the pressurized irrigation water we use to
- 14 water our parks and grass. This amount is estimated to be \$57,100.

15

16 Brian Braithwaite stated that he feels it needs to be stated that they took out of their savings
17 account \$197,000. indicating the budget is increasing. This is due to three major issues that they
18 did not anticipate that being, new phones, a new dispatch building and a new maintenance
19 building. Those three issues was significantly larger than the 197,000. He feels that shows
20 there have been some good offsets that have taken place to help reduce the overall costs of those
21 unexpected items.

22

23 Discussion ensued regarding the requirement of the State Auditor for the city to charge the city
24 for pressurized irrigation used in parks and city grass.

25

26 Rod Mann clarified the sale of two homes owned by the city in the amount of about \$470,000
27 represented payment on a debt not payment to the city.

28

29 Gary LeCheminant stated Rod was correct that amount came out and was put back into the
30 Capital Roads Fund.

31

32 **MOTION: Tim Irwin moved the City Council approve a Resolution approving the Mid-**
33 **Year Budget Adjustments for the 2014-2015 fiscal year.**

34

35 **Rod Mann seconded the motion.**

36

37 **Those voting aye: Rod Mann, Jessie Schoenfeld, Tim Irwin, Dennis LeBaron and Brian**
38 **Braithwaite.**

39 **Motion carried.**

40

41 **MOTION: Approval of Contract Extension – Republic Services/Allied Waste**

42

DRAFT

1 **BACKGROUND:** The City's current vendor for solid waste and recycling services is Republic
2 Services/Allied Waste. Republic Services has approached the City in regards to extending its
3 current agreement. The current contract expires on June 30, 2015. The City and Republic
4 Services have had an excellent relationship. The City was approached by Republic for a five
5 year contract extension. At the October 21, 2014 City Council meeting, Republic Services went
6 over all services provided. After some discussion the City Council agreed that Republic should
7 work with City staff on a contract extension and then bring that proposed agreement to the City
8 Council. Republic is proposing a reduction of the first can from \$5.65 to 5.57 and no increase
9 for the second and recycle cans for fiscal year 2015-2016. There will be a one percent (1.0%)
10 increase in fiscal years 2016-2017 and 2017-2018. Then there will be a two percent (2.0%)
11 increase in fiscal years 2018-2019 and 2019-2020. The City Attorney has reviewed the proposed
12 agreement.

13 Rod Mann indicated he prepared and sent out an analysis and Centerville is paying 21% more
14 than Highland. He feels quality and level of service matters and feels that changing a vendor
15 would cost the city time and money. He is leaning towards approving the contract, he also likes
16 that there is no increase the first year and minimal the next two years.

17
18 Brian Braithwaite appreciated the chart Rod did as it helped him in looking at the costs of
19 different vendors. As he looks at it the 20% cost is the cost of the can. He feels the question is
20 does the city want to be in the can maintenance business. He feels the percentage is closer, he
21 has had only good feedback regarding the current vendor and based on the information they have
22 he feels their bid is competitive and they should stay where they are for now.

23
24 **MOTION: Jessie Schoenfeld moved the City Council Approve the Contract Extension**
25 **between Highland City and Republic Services.**

26
27 **Rod Mann seconded the motion.**

28
29 Brian Braithwaite inquired of the vendor regarding wording that states the contractor reserves the
30 right to reject any waste containing any hazardous/unacceptable waste. He inquired as to how
31 often that happens and does the staff want to know when something like that does happens. He
32 feels this may be a service concern.

33
34 Reese DeMill of Republic Services stated it doesn't happen very often. He indicated that if the
35 driver can identify the waste they will tag the can stating what this issue is and ask that the
36 homeowner remove the item and they will come back and pick up the rest.

37
38 Aaron Palmer stated they can make that part of the reporting process. Once a can is tagged they
39 notify the city as part of their monthly reports.

40
41 Reese DeMill agreed they would be able to make that accommodation.

DRAFT

1 Brian Braithwaite suggested that in Section 17.01 they insert language that the city receive a
2 monthly reporting of cans that had been tagged with hazard materials.

3
4 **AMENDED MOTION: Brian Braithwaite moved the City Council amend the motion to**
5 **include language in section 17.01 of the contract to read; “Contract shall notify the city**
6 **when such rejection has occurred”.**

7
8 **Dennis LeBaron seconded the motion.**
9 **Unanimous vote. Motion carried.**

10
11 **Vote on Original Motion:**

12
13 **Those voting aye: Dennis LeBaron, Tim Irwin, Jessie Schoenfeld, Rod Mann and Brian**
14 **Braithwaite.**
15 **Motion carried.**

16
17
18 **RESOLUTION: Recordation of New Easements – Country French Estates Plats A&B**

19
20 **BACKGROUND:** Country French Estates Plat A and B were approved by the City Council in
21 January 2005. As part of this approval a twenty foot trail and public utility easement was placed
22 along the rear of lots 1- 11 of Plat A and lots 42-52 of Plat B. This trail was shown on the trail
23 master plan that was adopted in 2009 as the Country French Trail. On September 18, 2012, the
24 City Council approved a new Trails Master Plan. The Country French Trail was removed due to
25 constructability issues. The property owners within the subdivision have submitted a petition to
26 modify the easement by removing the trail access but keeping the public utility easement.

27 Rod Mann commented that Brian Braithwaite had an idea of re-routing the problem trail down
28 towards the bottom and wondered if it was possible in this area.

29
30 Nathan Crane indicated the topography is too steep in order to get a trail along bottom.

31
32 Discussion continued regarding different options and if they were possible with the current
33 terrain, easements and surrounding area.

34
35 Amy Davis a resident of Country French. She feels that the proposal by Brian Braithwaite
36 would not affect or be possible on the Country French easement. It would have to go through
37 Bull River property as far as she could tell. The only lot it would affect is the Mitchell property
38 and doesn't feel it can be used as a connector.

39
40 Tim Merrill, City Attorney stated it needs to be clarified that they are not eliminating an
41 easement and they are not vacating an easement. They are just removing the trail designation but
42 maintaining the same easement for utilities.

DRAFT

1 Jeff Davis indicated they have been working on this trail for about 4 years and had made
2 suggestions similar to Brian's for an alternative trail. The same issues that had been discussed a
3 few weeks ago with the Dry Creek trail is the same in this area. They have discussed this with
4 every commission and committee possible. He feels it's time to make a decision on this trail.
5 He thinks it's going to be a very expensive to build a trail and obtrusive to have the city come in
6 and put an easement on his land that he has purchased.

7
8 Brian Braithwaite stated he doesn't think anyone is proposing to continue the trail in Country
9 French Estates. The concept is if this can help solve the trial issue in the Dry Creek area it may
10 be worth making some adjustments if it helps the trails system overall.

11
12 **MOTION: Rod Mann moved the City Council adopt a Resolution to approve the**
13 **recording of the new easements for the Country French Estates, Plats A & B.**

14
15 **Tim Irwin seconded the motion.**

16
17 **Those voting aye: Tim Irwin, Jessie Schoenfeld, Rod Mann, Brian Braithwaite and Dennis**
18 **LeBaron**
19 **Motion carried.**

20
21
22 **MOTION: Approval of New Phone System**

23
24 **BACKGROUND:** At the December 2, 2014 Highland City Council meeting, staff informed the
25 City Council that the current Cisco phone system was no longer supported by Cisco and it was
26 starting to fail. The City Council gave staff the approval to look at different phone systems and
27 receive phone system quotes. City Staff review two phone systems, Cisco (current City system)
28 and ShoreTel, and received quotes for each system. Staff looked at the functionality of each
29 system along with ease of use. With no computer technician regularly on site, it was important
30 to staff to have a system that simple to use, particularly in regards to system administration. The
31 City wants to keep the use of the I.T. Consultant to a minimum in regards to the administration
32 of the phone system. The current Cisco system is extremely cumbersome for staff to use and
33 requires the I.T. Consultant to perform any changes to the system. After the review of both
34 systems, staff has determined that the ShoreTel system is the most user-friendly and has all the
35 necessary functionality. The initial costs of both systems are similar, however, the annual
36 maintenance cost are approximately \$9,000 less with ShoreTel.

37 Brian Braithwaite clarified that he understands that costs are close to being even but the
38 participation of the IT staff would be reduced. He is fully supportive if staff can in fact do most
39 of the back side work.

DRAFT

1 JoD'Ann Bates, City Recorder responded after the demonstrations staff was impressed with
2 Cisco's upgraded abilities and thought "we can do that". They felt it was still technical but could
3 make it work. The next day ShoreTel came in and demonstrated their system and it is so much
4 more user friendly. Messages for the main line can easily be changed, adding new or changing
5 users are easily changed. Cache Valley and Derek who lives here in Highland, and the vendor
6 for Cisco has been great to work with but having to pay an engineer and even and IT person to
7 make minor changes is not feasible.

8
9 Tim Irwin indicated that having worked with very large companies where they had the resources
10 to have technical people on staff full time and running a very small company where they had a
11 system that was able to be changed by the users is a huge difference. He feels they need to lean
12 in the direction of the fact that the city has a small staff that are not technically oriented when it
13 comes to phone systems and if they have the ability to make these types of changes he thinks is
14 important and he can support the change.

15
16 Dennis LeBaron inquired regarding references for the ShoreTel system.

17
18 Dave Provost stated he does not know off hand but indicated he could get that information for
19 him. His concern is that currently they cannot make any changes or reboot the system. They are
20 down to one server, and it's on its last leg. His opinion is they cannot afford to wait.

21
22 Brian Gwilliam Chief of Police, stated that as an end user of the current system, right now the
23 system sometimes goes down and they have no idea it's down. People are calling and all it does
24 is ring and ring. The police department cannot be down and this has been occurring more and
25 more over the last month or so. He feels this is something that cannot wait.

26
27 Dave Provost stated that ShorTell can have the entire system installed by Monday morning.

28
29 **MOTION: Tim Irwin moved the City Council approve the purchase of the ShoreTel**
30 **Unified Communication System from Rocky Mountain Voice & Data.**

31
32 **Jessie Schoenfeld seconded the motion.**

33 **Unanimous vote. Motion carried.**

34
35
36 MOTION: Amending Interlocal Agreement – Lone Peak PSD

37
38 BACKGROUND: At the September 18, 2014 Lone Peak PSD board meeting, the Board was
39 presented with a change to the interlocal agreement regarding the notice a City must give if they
40 desire to leave the District. The purpose of this proposed amendment to the Lone Peak PSD
41 Amended Interlocal Agreement is to bring more stability to the Lone Peak PSD structure by
42 lengthening the notice of intent to withdraw period from twelve (12) months to forty-eight (48)
43 months. On October 7, 2014, the Highland City Council discussed this issue. The Council

DRAFT

1 agreed not to change the agreement and asked that it be discussed further with the Lone Peak
2 PSD Board. The PSD Board was made aware of Highland City Council direction at their
3 December 4, 2014 meeting. At that meeting, it was determined that the City Administrators
4 would go back to their respective City Councils and ask that they approve amending the
5 interlocal agreement to allow a City to leave the District by giving twenty-four (24) months'
6 notice to the District.

7 Aaron Palmer City Administrator, indicated the PSD Board was comfortable with change to 24
8 months' notice.

9
10 Rod Mann inquired to Chief Gwilliam if he feels it helps with some of the issues that were
11 brought up regarding retaining and keeping employees.

12
13 Chief Gwilliam stated he feels that issue would affect the Fire and EMS departments more than it
14 would affect the police department. If there was some stability then officers both fire and police
15 can have time to look for other employment during that transition.

16
17 Brian Braithwaite inquired if the Chief is ok with the 24 months

18
19 Chief Gwilliam stated honestly he hasn't been thinking about it there is more he has to worry
20 about. It does make sense and there are numerous positives to share services with other cities.
21 There are cost savings to stay working together and it doesn't take long for cities to realize that
22 they are better off together rather than alone.

23
24 **MOTION: Tim Irwin moved**

25
26 **Rod Mann seconded the motion.**

27 **Those voting aye: Tim Irwin, Jessie Schoenfeld, Rod Mann and Brian Braithwaite.**

28 **Those voting nay: Dennis LeBaron.**

29 **Motion carried.**

30 31 32 **MAYOR, CITY COUNCIL & STAFF COMMUNICATION ITEMS**

33 *(These items are for information purposes only and do not require action or discussion by the City Council)*

- 34
35
- 36 • Nathan Crane gave an update on the impact fees stating they will be ready to meet with
37 council at the beginning of March regarding their findings.
 - 38 • Brian asked for update on park maintenance building.
- 39

40 Mayor Thompson had a conversation with Jordan Valley regarding the property and they are
41 discussing it, he will meet with them on February 26th.

DRAFT

1 Rod Mann inquired regarding the type of building they are looking constructing.

2

3 Discussion continued regarding the location, design, cost and timeframe of the proposed
4 building.

5

6

7 **ADJOURNMENT**

8

9 **MOTION: Rod Mann moved to adjourn.**

10

11 **Brian Braithwaite seconded the motion.**

12 **Unanimous vote. Motion carried.**

13

14

15 **Meeting adjourned at 9:57 p.m.**

16

17

18

JoD'Ann Bates, City Recorder

19

20 Date Approved: March 3, 2015

21



CITY COUNCIL AGENDA REPORT

Item #4

DATE: Tuesday, March 3, 2015

TO: Members of the City Council

FROM: Mayor Mark S. Thompson

BY: JoD'Ann Bates, City Recorder

SUBJECT: Ratifying the Re-Appointment of Abe Day and Appointment of Steve Nielsen to the Highland City Planning Commission.

STAFF RECOMMENDATION:

Mayor Mark S. Thompson is recommending that the Highland City Council ratify the Re-Appointment of Abe Day and the Appointment of Steve Nielsen to the Highland City Planning Commission.

BACKGROUND:

Mayor Thompson feels the experience and background Abe has will continue to be an asset to the Planning Commission.

Abe Day has been serving full time on the Planning Commission since 2010. Abe previously served as an alternate to the Planning Commission. This appointment will expire in February 2019.

Steve Nielsen will serve as an alternate to the Planning Commission. Steve has lived in Highland for 12 years and has been involved with various city committees and commissions for American Fork City. This will fill the previous alternate appointment which will expire in February 2016.

This appointment will enable the Planning Commission to continue with meetings and recommendations to the City Council.

FISCAL IMPACT:

Planning Commissioners are paid \$56 per meeting attended and is budgeted from GL 10-52-15.

ATTACHMENTS:

- Volunteer Statement of Steve Nielsen



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



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, Mayor Richie is requesting statement of interests from those who are willing to serve. As vacancies or needs arise within the City, the Mayor and the Community Enhancement Coordinator will review the statements, conduct interviews and make a selection(s).

If you are interested in serving as a volunteer within Highland City, please submit this Statement of Interest to the City Offices.

Name Steve Nielsen Date February 5, 2015
Phone number [REDACTED] Email address [REDACTED]
Residence address [REDACTED] Highland, Utah

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

How long have you resided in Highland City? 12 years

Occupation Commercial Real Estate Appraiser

Education BS - Finance: Brigham Young University

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; Board of Adjustments - American Fork City; Planning Commission - American Fork City

Extensive experience in evaluating poorly and/or well planned development, both in the residential and commercial sectors.

Please state why you would like to serve: I want to help Highland be the best city that it can be

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

Additional comments:

Please select your interest:

Standing Committees

Arts Council

Beautification

Highland Fling

Tree Commission

Youth Council

Planning Commission

Ad Hoc Committees

Economic Development

Open Space

Parks

Transportation

Submittal of a Statement of Interest does not guarantee an appointment to a committee



CITY COUNCIL AGENDA REPORT

Item #5

DATE: March 3, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Nathan Crane, AICP
Community Development Director
Justin Parduhn
Operations Manager

SUBJECT: MOTION – AUTHORIZE STAFF TO BID ROAD RECONSTRUCTION PROJECTS FOR 10150 NORTH AND STEVENS LANE

STAFF RECOMMENDATION:

The City Council authorize staff to bid the reconstruction projects for 10150 North and Stevens Lane. If the bids are less than or equal to these amounts, staff is requesting authorization to award the bids without additional Council approval.

BACKGROUND:

In the fall of 2014, J-U-B Engineers prepared a road maintenance plan. As part of this plan Pavement Condition Index (PCI) values were established for all roads in Highland. Both 10150 North and Stevens Lane have a PCI value of F. These roads were chosen for the following reasons:

Stevens Lane is a continuation of reconstruction project that began in 2013.

10150 North serves an alternate route for 10400 North and 9600 North. It also serves as a route to Freedom Elementary School.

Finally, these projects were chosen because they would complete an entire road section within the remaining budget.

In September 2016, the City Council hired King Engineering to serve as a consultant to provide general consulting services relating to road maintenance projects. Staff met with Mr. King and the Mayor on site. Mr. King has prepared a proposal to draft bid documents and probable costs for these projects as follows:

Road	Bid Document Costs	Probable Costs
10150 North	\$10,500	\$164,000
Stevens Lane	\$5,780	\$86,400
Total	\$16,280	\$250,400

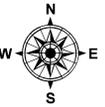
The total cost for both projects is: \$266,680.

FISCAL IMPACT:

A total of \$514,000 was budgeted this year for road maintenance in account 41-40-37. A contract for surface treatments for \$142,729.31 was approved by the Council in September 2014. The remaining amount that available is \$371,270.69. If these projects are approved \$104,590.69 will remain which will serve as contingencies for these projects. After completion of these projects, any remaining funds will be used for additional surface treatments unless otherwise directed by the Council.

ATTACHMENTS:

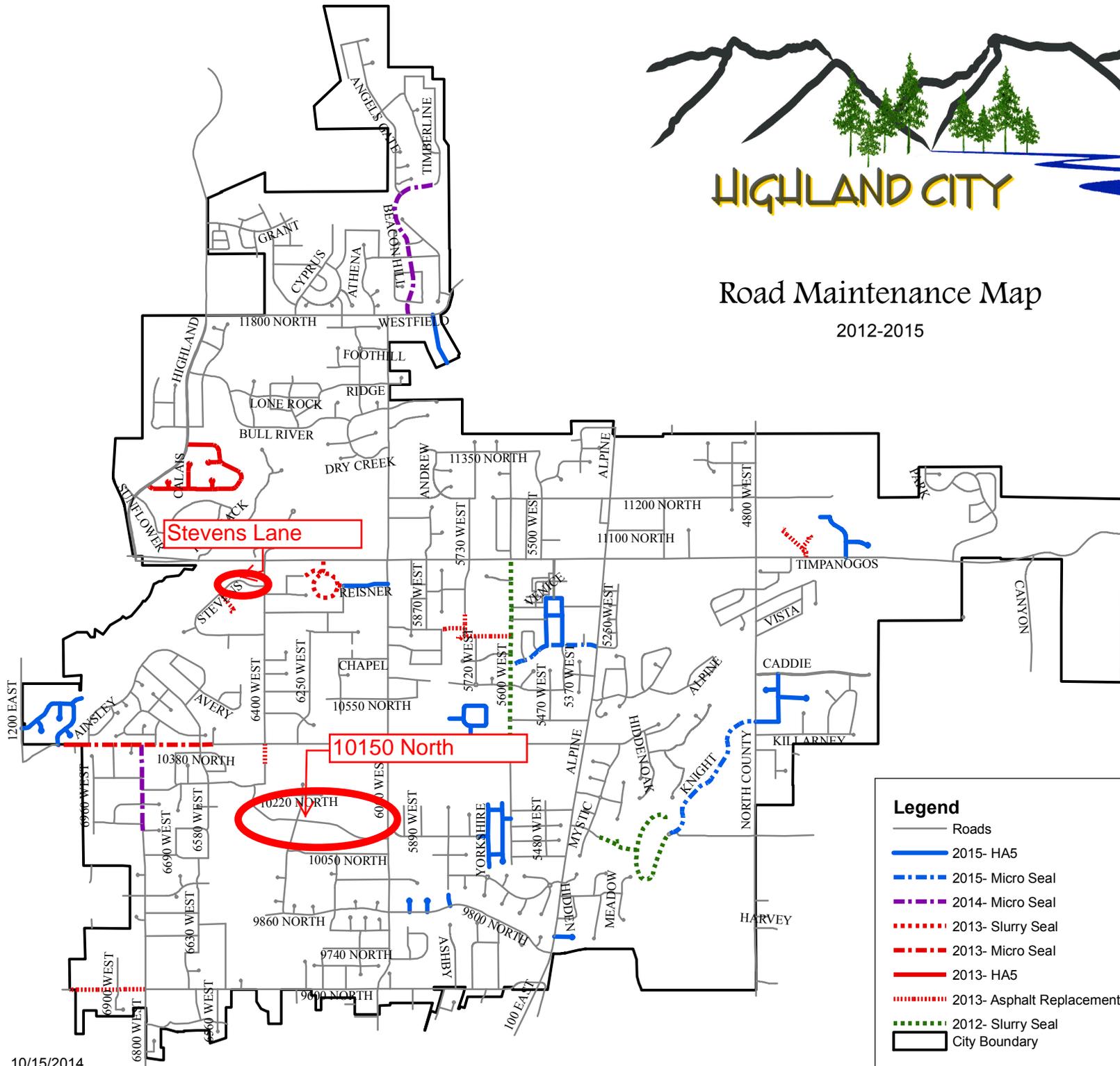
- Project Vicinity Map
- PCI Map
- 10150 North Bid Document Proposals from King Engineering



HIGHLAND CITY

Road Maintenance Map

2012-2015



Legend

- Roads
- 2015- HA5
- - - 2015- Micro Seal
- - - 2014- Micro Seal
- · · · 2013- Slurry Seal
- - - 2013- Micro Seal
- 2013- HA5
- · · · 2013- Asphalt Replacement
- · · · 2012- Slurry Seal
- City Boundary

This map was produced by Highland City GIS and is for general reference only. Accuracy, completeness and distances are not guaranteed. Road Data obtained from the Utah County GIS Division. All other data from Highland City GIS.

Analysis and Findings

The pavement condition inventory conducted in 2011 provided PCI values for the roads throughout the city. We then estimated the 2014 PCIs and letter grades by adjusting the inventoried values based on the deterioration curve, obtained from the Lindon data, and construction projects completed in the interim years. 2014 PCI values are shown in Figure 6.

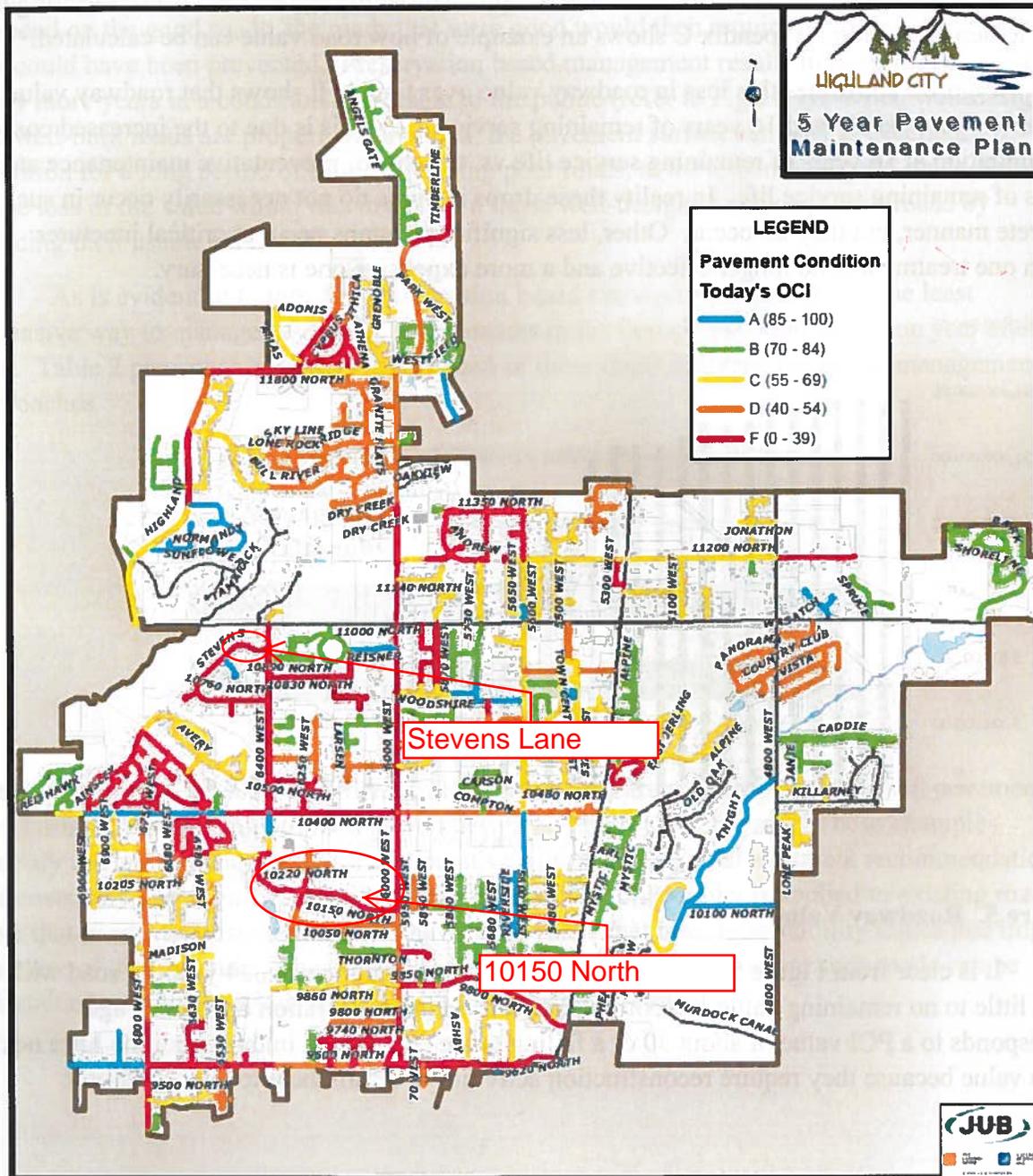


Figure 6. 2014 Inventory of Road Conditions Based on Letter A, B, C, D, F

Highland Five Year Road Maintenance Management Plan

\\oremfiles\public\Projects\JUB\HIGHLAND\50-14-013_5 Year Road Plan\Text\Report\Highland 5 Year Road Plan Report.docx

Prepared by:



J-U-B ENGINEERS, Inc.

December 30, 2014

King Engineering, Inc.
Civil Engineering
2975 W. Executive Parkway 171
Lehi, UT 84043

Justin Parduhn
O&M Director
Highland City

Subject: Proposal for design and preparation of bid documents and associated services for the reconstruction of Steven's Lane from Natalie's Court to 6400 W

Dear Justin:

Thank you for this opportunity to submit a proposal for the subject project. We propose a total fee of \$5,780 for a topographic survey, the design and production of bid documents, attendance at a pre bid, pre construction, project construction meetings, and construction observation. This proposal is based upon our accompanying Opinion of Probable Cost of the project of approximately \$86,400 to replace the asphalt surface course, redress sporadic failure of the structural section, regrade and re-establish the crown of the roadway, and adjust/concrete collar manholes and valve covers.

I look forward to hearing from you soon.

Respectfully,

KING ENGINEERING, INC.



Jon King, P.E.

Attachments: Opinion of Probable Cost
Francom & Associates Survey Cost Proposal

JEK:mk

D:\projects\32-1426\Stevens Lane\proposalhighlandcity.pro

Agency:
 King Engineering Project No.:
 Agency Coordinator:
 Project Description:

Highland City
 32-1426
 Justin Parduhn, Ty Christensen
 Surface Reconstruct
 Steven's Lane - Natalie's Court to 6400 W.

Concept Opinion of Probable Cost

TOTAL **\$86,416**

Item	Quantity	Unit	Unit Cost	Total Cost
SURFACE RECONSTRUCT WITH OVEREXCAVATION/STABILIZATION				
Mobilization	1	LS	\$1,200.00	\$8,500
Traffic Control	1	LS	\$1,800.00	\$1,800
Construction Survey	1	LS	\$650.00	\$650
Grading - Re-establish Cross Slope, 2% Crown	35700	SF	\$0.08	\$2,856
Remove and Dispose of Existing Asphalt Surface Course (2.5")*	35700	SF	\$0.30	\$10,710
Adjust MH Lid and Ring to Grade, F&I Concrete Collar	6	EA	\$395.00	\$2,370
Adjust Valve Cover to Grade, F&I Concrete Collar	2	EA	\$290.00	\$580
Adjust Valve Cover to Grade, R&R Concrete Collar	4	SF	\$300.00	\$1,200
F&I APWA or Recycled Road Base***	200	TONS	\$21.00	\$4,200
F&I 3" Compacted Thickness Asphalt, 1/2" PG 64-22 APWA	35700	SF	\$1.12	\$39,984
Stabilization and/or overexcavation**	7140	SF	\$1.90	\$13,566
Subtotal				\$86,416
Total				\$86,416

* Assume existing asphalt is 2.5" thick

**Assumption: 20% of paved area will require overexcavation (i.e. significant areas of depressions and structural failure) Significantly greater areas of base/subgrade could be required to be stabilized. Exact areas and amounts cannot be identified until the existing asphalt is removed and the existing base course is proof rolled.

*** Assume that when the old asphalt surface course is removed, some of the existing Base either is contaminated by leaching water and migrating fines, or will become contaminated by the removal of the asphalt and will require additional road base to achieve compaction



John W. Francom & Associates, Inc.

Land Surveyors

505 South Main Street

Bountiful, Utah 84010

Bus: (801) 295-7500

Fax: (801) 295-7524

Email: francomsurvey@qwestoffice.net

December 30, 2014

Jon King, P.E.
King Engineering, Inc
2975 W. Executive Pkwy Suite 171
Lehi, Utah 84043

Re: Survey proposal for Stevens Lane.

Dear Jon:

In response to your request for a proposal for providing surveying services, the following is submitted:

Services:

A complete topographic & utility survey of the area as shown on your email dated December 22, 2014.

Fees & Schedule:

We propose to perform these services for \$1,200.00 within 15 working days after receipt of notice to proceed.

Thank you very much. Please contact me with any questions.

Sincerely,

Noel J. Evans, PLS

(801) 859-1232 - cell



CITY COUNCIL AGENDA REPORT

Item #6

DATE: March 3, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Aaron Palmer, City Administrator

BY: Nathan Crane, AICP
Community Development Director

SUBJECT: RESOLUTION AMENDING SITE PLAN REVIEW FEES AND ESTABLISHING A FEE FOR CIVIL CONSTRUCTION PLAN REVIEW AND CIVIL CONSTRUCTION INSPECTIONS.

STAFF RECOMMENDATION:

Adopt the resolution amending the site plan review fees and establishing a fee for civil construction plan review and civil construction inspections.

BACKGROUND:

The current fee for site plan review is \$725. This last update to these fees was done in 2009. There is not an established fee for civil construction inspections or civil plat review. Civil construction inspections are those inspections done by the Public Works staff as a building is constructed. There are no current fees for civil plan review or civil construction inspections. Further, engineering review is currently being provided by consultants. For these reasons, staff commissioned a fee study to update these fees. The study was completed by Zion's Bank Public Finance.

The proposed fee includes two staff reviews. All corrections and issues can be resolved in two reviews. If additional reviews are required an additional fee will be charged. This will encourage developers and engineer's to ensure all corrections are addressed during the first two reviews. The proposed fees are as follows:

Site Plan Review: \$2,295

Civil Plan Review: \$2,906

Civil Inspection Fee: \$4,015

The Civil Construction Inspection fee is based on an average of 110 hours spent by Public Works staff per subdivision. If a project requires more than the 110 hours, the developer will be charged \$36.50 per hour. These fees will be collected prior to the inspection being completed. Currently, Public Works staff tracks time spent on the job site. This task will be simplified by the use of work order software that is being considered.

These fees will be reviewed next year to insure accuracy.

FISCAL IMPACT:

Reimbursement of costs for review of site plans, civil construction plan review and civil construction inspections.

ATTACHMENTS:

- Proposed Resolution
- Fee Study

RESOLUTION NO. 2015-**

**AN RESOLUTION OF THE HIGHLAND CITY FEE SCHEDULE AMENDING THE PRELIMINARY PLATS,
FINAL PLATS REVIEW FEES AND ESTABLISHING A FEE FOR CIVIL CONSTRUCTION PLAN REVIEW
AND CIVIL CONSTRUCTION INSPECTIONS**

WHEREAS, the Highland City Council has determined that the fee schedule should be amended to reflect the costs of providing services.

NOW, THEREFORE, BE IT Resolved By the City Council of Highland City, Utah:

SECTION 1. The Highland City Fee Schedule is hereby amended to amend the preliminary plats, final plats review fees and establish a fee for civil construction plan review and civil construction inspections as shown on Exhibit A attached hereto and incorporated by reference.

SECTION 3. This Resolution shall take effect immediately upon its first posting or publication.

PASSED AND ADOPTED by the Highland City Council, March 3, 2015.

HIGHLAND CITY, UTAH

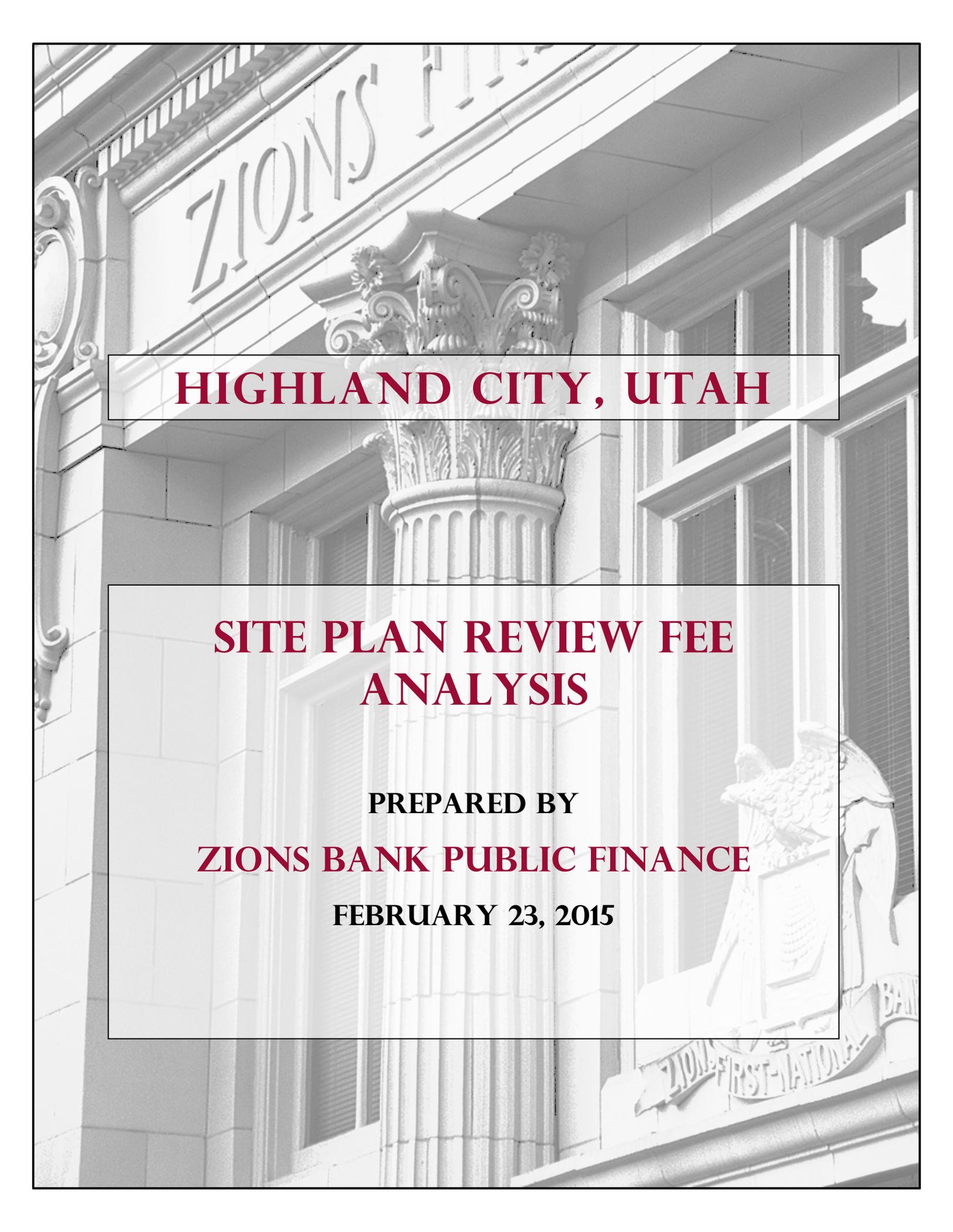
Mark S. Thompson, Mayor

ATTEST:

JoD'Ann Bates, City Recorder

COUNCILMEMBER	YES	NO
Brian Braithwaite	<input type="checkbox"/>	<input type="checkbox"/>
Tim Irwin	<input type="checkbox"/>	<input type="checkbox"/>
Dennis LeBaron	<input type="checkbox"/>	<input type="checkbox"/>
Rod Mann	<input type="checkbox"/>	<input type="checkbox"/>
Jessie Schoenfeld	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit A



HIGHLAND CITY, UTAH

**SITE PLAN REVIEW FEE
ANALYSIS**

PREPARED BY

ZIONS BANK PUBLIC FINANCE

FEBRUARY 23, 2015

HIGHLAND CITY

Site Plan Review Fees

I. Overview of the Fees

The purpose of the City's site plan review process is to ensure that proposed development plans are in compliance with all appropriate land development regulations, are consistent with the general plan and zoning regulations, comply with other applicable City ordinances, and adhere to the City's construction standards. The Site Plan Review Fee will be assessed to new projects to recover the time and cost incurred by the Highland City and its' consulting engineers to thoroughly review the plan, propose amendments, and ensure that construction standards are met.

The site plan review process is required for all non-residential and multi-family developments within the City. Non-residential properties may include commercial, churches, and schools. The process may also apply to qualifying land uses or properties that are undergoing expansion. A building permit is still required once a site plan review process is complete and approved.

If a submitted site plan is not complete or precise enough to be approved after the two reviews allotted to the Land Use Site Plan Review or the Civil Review then more reviews will be required. Many of the plans filed require additional reviews due to plans that contain errors and omissions. Higher quality plans may only require the minimum four reviews before the site plan can be approved. The Community Development Director can require as many reviews as necessary to resolve all issues that prevent plan approval.

A complete site plan review process is comprised of: 1) Land Use Site Plan Review, 2) Civil Review, and 3) construction inspections. Each step will be charged and performed independently from the others. The City will review site plans twice in the land use site plan review and twice more in the civil review which totals four city reviews. Construction inspections are performed as improvements are made to the property and generally take approximately 110 hours for City staff to complete.

- 1) A **Land Use Site Plan Review Fee** of \$2,295 is assessed at the start of the review process and reflects the City's cost of two reviews. If needed, two additional reviews will be charged at an additional \$2,295;
- 2) A **Civil Site Plan Review Fee** of \$2,906 is assessed at the start of the review process and reflects the City's cost of two reviews. If the first two reviews are not sufficient, two additional reviews will be charged at the same rate of \$2,906; and
- 3) **Construction Inspection** of \$4,015 is assessed at the start of the inspection process and reflects the City's cost for 110 hours of construction inspection. Any additional inspection time above the included 110 hours will be billed at \$36.50 per hour.

II. Base Review Fee

The costs for each of the three steps in the site plan review are calculated in the schedules below.

Base Site Plan Review Fee

Base Site Plan Review Process		Fee by Process
Initial Site Plan Fee (Includes two reviews)		
Site Plan Review Cost - Engineer	\$	1,500
Site Plan Review Cost - City Staff		795
Total Site Plan Review Fee	\$	2,295
Site Plan Civil Review Fee (Includes two reviews)		
Site Plan Civil Review Cost - Engineer	\$	1,750
Civil Review Cost - City Staff		1,156
Total Site Plan Civil Review Fee	\$	2,906
Construction Inspection Fee (Based on 110 hours, Additional time will be billed for on an hourly basis)		
Construction Inspection Fee	\$	4,015

III. Cost Calculation for the Site Plan Review and Construction Inspection Process

Site plan review costs are calculated in Tables 1 through 4 of Appendix A of this report. Cost calculations include a detailed breakdown of City Staff's time to process land use site plan reviews, construction inspections, plus the time of consulting engineers to provide a review of the civil engineering plans. The time estimates are based upon the observed time required to process past site plan applications. Hourly rates are based upon the salaries and benefits of City staff and upon the hourly billing rates of the City's consulting engineers.

HIGHLAND CITY

Site Plan Review Fees

Appendix A: Cost Calculations by Process

A B C D E F

1 **Table 1: Site Plan Review Cost - Civil Engineering Consulting Costs** 1

Initial Site Plan Process - Consulting Engineers	Hours
1st Review	4
2nd Review	3
Associated Meetings	5
Total Civil Review Hours	12
Hourly Rate	\$ 125
Site Plan Review Cost - Engineer	\$ 1,500

11 **Table 2: Site Plan Civil Review Cost - Civil Engineering Consulting Costs** 11

Civil Review Process - Consulting Engineers	Hours
1st Review	5
2nd Review	4
Associated Meetings	5
Total Civil Review Hours	14
Hourly Rate	\$ 125
Site Plan Civil Review Cost - Engineer	\$ 1,750

21 **Table 3: Site Plan Construction Inspection Cost** 21

Construction Inspection Process	Average Hours
Base Construction Inspection Hours	20
Culinary Water Hours	20
Pressurized Irrigation Hours	20
Streets Hours	10
Sewer Hours	20
Landscaping Hours	10
Storm Water Hours	10
Total Superintendent Hours	110
Superintendent Hourly Rate	\$ 36.50
Total Base Construction Inspection Cost	\$ 4,015

34 **Table 4: City Staff Time and Cost by Site Plan Process** 34

City Staff and Consulting Engineer Commitment by Process	Community Development Director	Operations Manager	Superintendent	Administrative Assistant	Totals
Hourly Rate by Participant	\$ 58.88	\$ 50.99	\$ 36.50	\$ 19.64	
Initial Site Plan Review					
Route and Review	4.00	2.00	5.00	2.00	
Development Review Committee	1.00	-	-	1.00	
Planning Commission	1.00	-	-	1.50	
City Council	1.00	-	-	0.50	
Hours for Preliminary Review	7.00	2.00	5.00	5.00	
Site Plan Review Cost - City Staff	\$ 412	\$ 102	\$ 183	\$ 98	\$ 795
Site Plan Civil Review					
Route and Review	4.00	8.00	10.00	5.00	
Approve Plans	0.50	-	-	1.00	
Hours for Civil Review	4.50	8.00	10.00	6.00	
Civil Review Cost - City Staff	\$ 265	\$ 408	\$ 365	\$ 118	\$ 1,156

50 * Each Process Includes Two Reviews of Plans

A B C D E F

HIGHLAND CITY

Site Plan Review Fees

Appendix B: Fee Schedule

		A	B			
1	Base Site Plan Review Process		Fee by Process		1	
2	Initial Site Plan Fee (Includes two reviews)					2
3		Site Plan Review Cost - Engineer	\$	1,500	3	
4		Site Plan Review Cost - City Staff		795	4	
5	Total Site Plan Review Fee		\$	2,295	5	
6						6
7	Site Plan Civil Review Fee (Includes two reviews)					7
8		Site Plan Civil Review Cost - Engineer	\$	1,750	8	
9		Civil Review Cost - City Staff		1,156	9	
10	Total Site Plan Civil Review Fee		\$	2,906	10	
11						11
12	Construction Inspection Fee (Based on 110 hours, Additional time will be billed for on an hourly basis)					12
13	Construction Inspection Fee		\$	4,015	13	
14						14
15						15
16	Fees for Additional Reviews and Inspection Services		Additional Fees			16
17	Additional Site Plan Reviews (Includes two reviews)		\$	2,295	17	
18	Additional Civil Review (Includes two reviews)			2,906	18	
19	Construction Inspection Fee per Additional Hour Above 110 Hours			36.50	19	
20						20
		A		B		



CITY COUNCIL AGENDA REPORT

Item #7

DATE: March 3, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Nathan Crane, AICP
Community Development Director
Tim Merrill
City Attorney

SUBJECT: MOTION – APPROVAL OF AN AGREEMENT WITH DR HORTON RELATING TO IMPACT FEES

STAFF RECOMMENDATION:

The City Council approve an agreement with DR Horton relating to impact fees.

BACKGROUND:

DR Horton has filed an appeal regarding the current impact fees. Since the City began the process of revising the impact fees, an agreement between parties has been reached. The agreement will stay any litigation until the revised impact fees are completed. The draft impact facility plans are currently under review by staff. The agreement also states that if the new impact fees are lower than the current fees, the City will reimburse DR Horton for those fees. If the fees are higher than the current fees DR Horton will pay the difference. The agreement is needed to address the time differences in state statute relating to appealing impact fees and the time the City needs to revise the impact fees.

FISCAL IMPACT:

Unknown

ATTACHMENTS:

- Propsed Agreement

AGREEMENT TO OUTLINE APPEAL OF IMPACT FEES

This *Agreement to Outline Appeal of Impact Fees* (hereinafter “Agreement”) is entered into by and between D.R. Horton, Inc, Delaware Corporation (referred to as “Home Builder”), and Highland City, a municipal subdivision of the State of Utah (“the City”).

Home Builder and the City are sometimes referred to individually as a “Party” and collectively as the “Parties”. This Agreement shall be binding and effective upon its approval by both Home Builder and the City Council of the City as provided by Utah law (the date this Agreement is approved by the City Council, which shall follow the date of the signature by the authorized representative of Home Builder, is hereinafter referred to as the “Effective Date”).

RECITALS

WHEREAS, a dispute has arisen between Home Builder and the City regarding the amount of impact fees the City charged Home Builder in relation to the construction of certain residential units within the City limits;

WHEREAS, Home Builder desires to not have to initiate litigation as allowed under the Impact Fee Act to challenge the methods by which the City computed and assessed impact fees prior to the City’s adopting a new impact fee schedule under the outstanding request for proposal;

WHEREAS, City desires to not require Home Builder to initiate litigation to establish a date which relates to the impact fee challenge.

WHEREAS, the Parties, without admitting any liability or wrong-doing of any kind, desire to agree to establish that Home Builder has officially appealed all impact fees paid to City after December 31, 2013;

WHEREAS, the Parties wish to establish an effective date for the appeal in-lieu of litigation and allow the effective date to apply only to impact fees paid by Home Builder and not to any other fees paid by others;

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Home Builder and the City agree as follows:

AGREEMENT

1. Terms of Appeal. The terms of the anticipated appeal shall be as follows:
 - a. Upon the execution of this Agreement and its approval by the City Council, Home Builder will have been deemed to have officially appealed any and all impact

fees charged to Home Builder by the City under any applicable municipal or state ordinance on or after January 1, 2013.

b. Upon the execution of this Agreement and its approval by the City Council, Home Builder will continue to pay the currently established impact fees according to the approved fee schedule in the City.

c. Nothing in this Agreement shall grant or imply any future preferential treatment of Home Builder over other builders, contractors, or permit applicants in relation to its application(s) for building permits or other permits from the City. All laws, statutes and ordinances then applicable to similarly situated applicants shall likewise apply to Home Builder.

2. Appeal Process. Once this Agreement has been executed by all parties, Home Builder agrees to wait until City has completed the review of its impact fees before proceeding with any challenge of any impact fees provided that the City shall review and revise all impact fees on or before June 1, 2016. Home Builder reserves the right to appeal any or all of the following impact fees:

- i. City Sewer (not Timpanogos Special Service District Sewer)
- ii. Pressurized Irrigation
- iii. Parks/Trails
- iv. Transportation
- v. Public Safety

3. Expenditure of Fees. While this Agreement does not release the City from any requirements under relevant portions of the Utah State Code for the proper future expenditure of any impact fees collected, Home Builder agrees not to challenge or raise any claims related to impact fees prior to the complete review of all impact fees by the City, as all impact fee claims are preserved during this appeal process.

4. No Assignment of Claims. Home Builder represents and warrants that (a) the signatories on behalf of Home Builder have the authority to bind Home Builder to this Agreement; and (b) Home Builder has not sold, assigned, factored, or otherwise transferred to any third party any interest in the claims released hereby.

5. Impact Fee Document Review. The City shall provide drafts of the Impact Fee Facilities Plan, Capital Facilities Plan, and Impact Fee Analysis in electronic form with all attached exhibits to Home Builder's attorney prior to, or concurrently with the public posting of the documents in libraries in accordance with the Impact Fee Act. The documents shall be emailed to jcall@andersoncall.com. Home Builder would prefer to be involved in the draft and

revision process of the impact fee documents, but the Parties agree that a failure by the City to include the Home Builder does not breach the City's requirements under this agreement.

6. Challenging Revised Fees. Home Builder has until ninety (90) days after the final adoption by the City of any of the impact fees listed in section 2.a. above to raise a claim under the Impact Fee Act in district court for all fees paid after January 1, 2014. This right to appeal will not expire until ninety (90) days after the final action/enactment date of all planned revisions to the City's impact fees or decision by the City to not adjust or adopt a revised impact fee of any of the currently established impact fees. It is anticipated that the City shall complete all impact fee revisions prior to April 1, 2016, but in the event that such revisions are not completed by that time, Home Builder may opt to move forward with the appeal of the impact fees currently adopted by the City by submitting, in writing, a request to proceed with this appeal within ninety (90) days of April 1, 2016 either with the City or in District Court.

The time to raise a claim related to impact fees by Home Builder under a local appeal, or in district court, are tolled by this Agreement until the time limits set forth in this Agreement expire. Under no circumstances shall this Agreement modify the right of Home Builder to challenge any impact fee paid to the City within the one-year time frame currently established by the Impact Fee Act after the expiration of this Agreement.

7. Calculation of Refunds. Parties agree that Home Builder shall pay or be reimbursed for the difference between any sums paid as impact fees under the fees schedule in effect on the date of this agreement (see Exhibit A, attached) and the sums which would be paid under the impact fee schedule in effect after the impact fee revisions contemplated in the this agreement take effect. This reimbursement or payment shall be made within ninety (90) days of the date of adoption of any revised impact fee.

The parties anticipate that only similar capital facility projects shall be included in the new Impact Fee Calculations. Though a complete list of projects is not attached the preliminary review is that the contemplated capital facility projects will be similar to the type of historical projects included in previous Impact Fee Plans.

8. Payment Under Protest. Any payments made by Home Builder to City during this appeal process are specifically made under protest and subject to challenge under the conditions of this Agreement, or within one year of paying the impact fee in accordance with State law.

9. Additional Impact Fees Not Contemplated. This Agreement does not contemplate that any additional categories of impact fees should be adopted, calculated, or imposed upon Home Builder. Should new impact fees be adopted by City for new types of capital facilities which are not currently charged, Home Builder shall only be responsible for the payment of those impact fees once they become effective and no retroactive effect can be implied by this agreement.

10. No Admission of Liability. This Agreement is the compromise of a disputed claim and is not an admission of any fault, liability, or wrongdoing by any party hereto.

11. Incorporation of Recitals. Each of the recitals set forth above are hereby incorporated into this Agreement by this reference, and are made a part hereof.

12. Attorney Fees and Costs. Each party hereto shall bear its/his/her own attorney fees and costs incurred in connection with the execution of this Agreement. However, if any party shall seek to enforce or protect its rights under this Agreement or under any document or instrument executed and delivered in connection therewith, in any suit, case, or other proceeding, including all bankruptcy cases and proceedings, and any appeals and/or petitions therefrom, the prevailing Party shall be entitled to receive from the other Party full payment of his, her, or its costs and expenses, including reasonable attorney fees incurred (whether such costs or fees were incurred before or after the commencement of litigation or mediation to resolve the dispute).

13. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, legatees, representatives, successors, transferees and assigns.

14. Force Majeure. No party hereto will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials.

15. Amendments and Waivers. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by each of the Parties affected thereby. No failure to exercise and no delay in exercising any right, remedy or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. Drafting and Voluntary Execution. The drafting and negotiation of this Agreement have been participated in by all of the Parties hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by all such Parties. The Parties acknowledge that they have been represented by legal counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof.

Furthermore, the Parties hereto have been afforded the opportunity to negotiate as to all terms of this Agreement, and that they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The Parties hereto further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their affiliates and agents, as well as any other representative or consultant, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of the other party. Moreover, the headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

18. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provisions or rules that could cause the application of the laws of any jurisdiction other than the State of Utah. Each Party hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other Party hereto or its successors or assigns may only be brought and determined in the courts of Utah County, in the State of Utah. Consequently, each Party hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction and venue of the aforesaid courts in said situs. Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the aforementioned courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

19. Severability. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement nevertheless shall be construed, performed and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

20. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

WHEREFORE, Home Builder and the City voluntarily enter into this Agreement as of the date(s) set forth below.

HIGHLAND CITY

By: _____, Mayor

Date: _____

Attested to by: _____

_____, City Recorder

D.R. HORTON, Inc.

By: _____

Its: _____

Date: _____