



# HIGHLAND CITY COUNCIL AGENDA

July 19, 2016

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

## **6:00 P.M. CLOSED EXECUTIVE SESSION - CITY COUNCIL CHAMBERS**

The City Council will hold a closed executive session pursuant to Section 52-4-205(1) of the Utah State Code Annotated for the purpose of discussing:

- The purchase, exchange, or lease of real property;
- The sale of real property;
- Reasonably imminent litigation;
- The character, professional competence, or physical or mental health of an individual.

## **7:00 P.M. REGULAR SESSION - CITY COUNCIL CHAMBERS**

Call to Order – Mayor Mark Thompson  
Invocation – Council Member Brian Braithwaite  
Pledge of Allegiance – Rod Mann

### **APPEARANCES** (10 min.)

**Time has been set aside for the public to express their ideas, concerns, and comments.**

*(Please limit your comments to three minutes each.)*

### **PRESENTATION** (10 min.)

**Open Meeting Law** – Tim Merrill, City Attorney

### **CONSENT** (5 min.)

1. **MOTION: Approval of an amendment to the Beacon Hills Development Agreement**  
– The amendment will extend the agreement until August 2024.

### **ACTION ITEMS** (60 min.)

2. **PUBLIC HEARING / MOTION: Surplus of City Owned Property** – The Council will be discussing whether or not to surplus 1.6 acres of property is located at 5386 West 10700 North.

- 3. PUBLIC HEARING / RESOLUTION / MOTION: Surplus and Disposal of City Owned Property** – The Council will consider an offer by the Alpine School District to purchase 4.9 acres of property located between Knight Avenue and Lone Peak High School.

**MAYOR/ CITY COUNCIL & STAFF DISCUSSION AND COMMUNICATION ITEMS** (30 min.)

- City Work Week – Mayor Thompson

**ADJOURNMENT**

*(These items are for information purposes only.)*

Description	Requested/Owner	Due Date	Status
Road Capital Improvement Plan for FY 15-16 <i>Prioritize and Communicate to Residents</i>	City Council	Estimated August 2016	Study Underway
Election Policy	City Council Jody	August 2016	In Progress
Council Policy and Procedures	City Council Jody	August 2016	In Progress
Determine Park Use for Recreation	City Council Parks Staff	2016	In Progress
HW Bldg. – PW Storage Status	City Council Mayor/PW	2016	In Progress
Options for Police and Fire Services	Mayor		
Employee Pay Rate and Benefit Comparison	Mayor City Council	January 2017	In Progress

**ELECTRONIC PARTICIPATION**

Members of the City Council may participate electronically via telephone, Skype, or other electronic means during this meeting.

**CERTIFICATE OF POSTING**

The undersigned duly appointed City Recorder does hereby certify that on this 14<sup>th</sup> day of July, 2016, 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](http://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.

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



# CITY COUNCIL AGENDA REPORT ITEM #1

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**DATE:** July 19, 2016  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Nathan Crane, AICP  
City Administrator/ Community Development Director  
**SUBJECT: MOTION** - Amendment of the Beacon Hills Development Agreement.  
The amendment will extend the agreement until August 2024.

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## **STAFF RECOMMENDATION:**

The Council approve the second amendment to the Beacon Hills Development Agreement.

## **BACKGROUND:**

The Beacon Hills Development Agreement was approved in 2003. Perry Homes is requesting an amendment to extend the agreement to August 2024 to allow completion of the development.

There are two phases remaining: Plat G and Plat E. The preliminary plat for Plat G has been approved and the final plats for Plat G phases 1 and 2 have been approved. Plat E will require separate review and approval.

The main infrastructure (roads, water, pressurized irrigation, sewer, etc.) have been constructed. Infrastructure for Plat G and Plat E has yet to be installed.

## **FISCAL IMPACT:**

There is no fiscal impact to current fiscal year expenditures.

## **ATTACHMENTS:**

1. Vicinity Map
2. Proposed Agreement



**AMENDMENT NO. 2 TO BEACON HILLS THE HIGHLANDS  
ANNEXATION AND DEVELOPMENT AGREEMENT**

This Amendment No. 2 (“Amendment No. 2”) amends effective \_\_\_\_\_, 2016, that certain Annexation and Development Agreement by and between Highland City, Utah, a Utah Municipality (the “City”) and Perry Development, LLC, a Utah limited liability company (“Developer”), as successor in interest to Solitude Development, LLC, dated August 12, 2003 and any previous amendments thereto (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Development Agreement.

**RECITALS**

- A. Whereas Developer has undertaken the development of the Beacon Hills subdivision (the “Project”) in accordance with the Development Agreement;
- B. Whereas there remain two unfinished phases in the Project and the City and Developer have concluded that it is agreeable to permit an extension of the Development Agreement to permit Developer to continue to develop the remaining unfinished phases under the coverage of the Development Agreement in accordance with this Amendment No. 2.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Developer agree to amend and restate in their entirety, the following provisions of the Development Agreement:

1. **5.3 Plat Approval.** *The final plat for each Phase of the Project shall be submitted for City approval according to established City procedures. The term of this Agreement shall be a period commencing of the date of the execution hereof and expiring seven (7) years from the date thereof, (the “Initial Term”). The Initial Term shall automatically be renewed for two (2) additional seven (7) year terms, at the election of the Developer (each, a “Renewal Term”) provided the Developer is in substantial compliance with, and not in any material breach of the terms or provisions hereof. For the absence of doubt, the expiration of all Renewal Term(s) and that last date under which a final plat for the Project may be submitted to the City for approval under the Development Agreement shall be August 12, 2024. The Developer shall be deemed to be in substantial compliance, and it shall be deemed that there is no material violation of any obligation that prevents the automatic renewal and extension of this Agreement unless any such alleged material violation (which has not been waived by the City) is presented to the Developer in writing, served upon the Developer, attention, William O. Perry, Esq., at the address furnished by the Developer to the City from time to time. The Developer shall be entitled to receive from the City an estoppel certificate, reflecting that the Developer is in substantial compliance with, and not in any material breach of, the terms and provisions of this Agreement. To the extent that the City changes any provision of its zoning and development code subsequent to the date of this Agreement, the Developer, at its election, shall have the right, but not the obligation, to “opt-in” to development of the Project consistent with the terms and provisions thereof.*

END OF AMENDMENTS

In the event of a conflict between the terms of this Amendment No. 2 and the Development Agreement, the terms of this Amendment No. 2 shall govern. Except as modified hereby and except for any performance due under the Development Agreement that has previously been expressly waived or excused, the terms and conditions of the Development Agreement remain in full force and effect, enforceable in accordance with their terms as set forth therein.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 effective as of the date above written.

PERRY DEVELOPMENT, LLC

By: \_\_\_\_\_  
Name: William O. Perry, IV  
Title: Manager

HIGHLAND CITY

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name:  
Title: City Attorney



# CITY COUNCIL AGENDA REPORT ITEM #3

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**DATE:** July 19, 2016  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Nathan Crane, AICP  
City Administrator/ Community Development Director  
**SUBJECT: PUBLIC HEARING, RESOLUTION, AND MOTION** – Disposal of surplus property and approval of a purchase agreement – with Alpine School District for property on the east side of Lone Peak High School.

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## **STAFF RECOMMENDATION:**

The Council hold a public hearing, declare the property surplus and approve the purchase agreement with Alpine School District.

## **BACKGROUND:**

The Alpine School District (ASD) has approached city staff with a request to acquire additional land. The land will be used for additional parking for Lone Peak High School. ASD is requesting to purchase the property to the west of the baseball and football fields and to the west of the seminary building. The property is 4.19 acres in size. The ASD has provided design alternatives for the area west of the seminary building. This was first discussed in 2015.

An appraisal was completed in April 2016. The appraised value is \$300,000. ASD is proposing to purchase the property for the appraised value. The purchase agreement allows the City and its residents to use the parking during off-school hours. It also includes appropriate easements.

The ASD Board is considering this item at their July 19, 2016 meeting. If approved by both parties, closing will occur in August.

## **RECOMMENDATION AND PROPOSED MOTION:**

I move that the City Council declare the property surplus and authorize the Mayor to sign the purchase contract.

## **FISCAL IMPACT:**

A one-time increase in miscellaneous revenues of \$300,000. The Council will need to provide direction regarding the use of these monies prior to expenditure.

**ATTACHMENTS:**

1. Resolution
2. Proposed Contract

RESOLUTION NO. 2016-\*\*

**A RESOLUTION OF HIGHLAND CITY, UTAH  
DESIGNATING 4.9 ACRES OF PROPERTY FOR DISPOSAL LOCATED  
BETWEEN KNIGHT AVENUE AND LONE PEAK HIGH SCHOOL.**

WHEREAS, the Highland City Council has established a process of designating open space property for disposal.

NOW, THEREFORE be it resolved by the City Council of Highland City that the Property outlined and shown in Exhibit "A" is hereby designated for surplus and disposal.

This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Highland City, Utah, this 19th day of July 2016.

HIGHLAND CITY, UTAH

\_\_\_\_\_  
Mark Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Jody 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"/>
Rodd Mann	<input type="checkbox"/>	<input type="checkbox"/>
Ed Dennis	<input type="checkbox"/>	<input type="checkbox"/>



## LAND PURCHASE AGREEMENT

This Agreement is entered into by and between HIGHLAND CITY ("City" or "Seller"), and ALPINE SCHOOL DISTRICT ("ASD" or "Buyer").

WHEREAS, the City owns certain property adjacent to the Lone Peak High School in Highland, Utah; and

WHEREAS, the City desires to sell to ASD approximately 4 acres of its land ("Property"); and

WHEREAS, ASD was granted permission for its students to use Property for temporary parking; and

WHEREAS, ASD desires now to purchase Property to better serve its students;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### TERMS

**1.0 PROPERTY.** The Property is approximately 4 acres of land adjacent to the Lone Peak High School, more particularly described as:

*See* LEGAL DESCRIPTION, attached hereto as Exhibit "A" to this Agreement.

**2.0 AGREEMENT TO SELL; PURCHASE PRICE.** Buyer agrees to buy and Seller agrees to sell the property identified in paragraph 1.0. The parties agree the Purchase Price for the Property shall be **\$300,000.00** (Three Hundred Thousand Dollars).

**2.1 METHOD OF PAYMENT.** At Settlement, the entire Purchase Price shall be paid in full.

**2.2 FINANCING CONDITION.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer qualifying for an applicable Loan. This condition is referred to as the "Financing Condition."

**2.3 SURVEY.** If a survey is required, it shall be performed by a mutually agreed party and the cost thereof shall be paid by Buyer.

**3.0 SETTLEMENT AND CLOSING.** Settlement shall take place on or before August 1, 2016, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when **all** of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents

required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller will convey quitclaim deed at Settlement when the Purchase Price has been paid.

- 3.1 CLOSING COSTS.** Buyer and Seller shall each pay their own respective closing costs charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement.
- 4.0 POSSESSION.** Seller shall deliver physical possession to Buyer upon Closing.
- 5.0 TITLE INSURANCE.** Any title insuring Buyer may be purchased by Buyer at its own expense.
- 6.0 SELLER DISCLOSURES.** No disclosures are required of Seller.
- 7.0 SELLER WARRANTIES & REPRESENTATIONS.** Seller makes no warranties or representations other than it has fee title to the Property and will convey good and marketable title to Buyer.
- 7.1 CONDITION.** Buyer understands that the Property is sold "as is."
- 8.0 JOINT USE OF PARKING.** Buyer agrees to allow City and its residents to use parking on Property during off-school hours to access City park ground. City understands its use is secondary to ASD's primary use.
- 9.0 IRRIGATION DITCH EASEMENT.** Buyer understands that this sale is subject to certain easements, including that of the irrigation ditch ("Easement" or "Ditch").
- 9.1 RECORDED EASEMENT.** If the Easement has not been previously recorded, ASD agrees to record the Easement with the Utah County Recorder's Office.
- 10.0 COMPLETE CONTRACT.** This Contract together with its addenda, any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

**11.0 ATTORNEY FEES AND COSTS.** In the event of litigation to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees.

**12.0 COUNTERPARTS.** This Contract and any addenda and counteroffers may be executed in counterparts.

**13.0 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year set forth below:

DATE: \_\_\_\_\_

**HIGHLAND CITY**

**Attest:**

\_\_\_\_\_  
MAYOR MARK THOMPSON

\_\_\_\_\_  
CITY RECORDER

DATE: \_\_\_\_\_

**ALPINE SCHOOL DISTRICT**

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



NORTH  
1" = 80

Highland City

Highland City

LDS Seminary

Alpine School District  
Lone Peak High School

Total Area 4.47 Acres

Knight Ave

Knight Ave

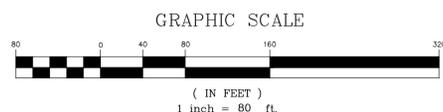
10100 North Street

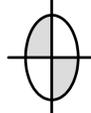
- Existing Catch Basin
- Existing Catch Basin
- Existing Irrigation Valve
- Existing Irrigation Valve Box
- Existing 1.5x2.5 Irrigation Box
- Existing 1.5x1 Irrigation Box
- Existing 2x1.5 Irrigation Box

- Existing Fence
- Existing Pipe
- Existing Gate
- Existing Concrete Pad
- Existing Curb & Gutter

- Existing Pipe
- Existing Concrete Pad
- Existing Gate

- Existing Fence
- Existing Fence
- Existing CI of Irrigation Ditch
- Existing Stairs
- Existing Bridge
- Existing Fence
- Existing Fence
- Existing CI of Irrigation Ditch
- Existing Curb & Gutter
- Existing Concrete Walkway
- Existing Concrete Pad
- Existing Fence
- Existing Curb & Gutter
- Existing CI of Irrigation Ditch



  
**DUDLEY AND ASSOCIATES**  
 ENGINEERS PLANNERS SURVEYORS  
 353 EAST 1200 SOUTH, OREM, UTAH  
 801-224-1252

Property Survey  
**Alpine School District**  
 Highland City  
 Utah

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Revisions

Date  
6-24-2016  
 Scale  
1"=80'  
 By  
BHT  
 Tracing No.  
L -

Sheet No.  
**C - 1**



# CITY COUNCIL AGENDA REPORT ITEM #2

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**DATE:** July 19, 2016  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Nathan Crane, AICP  
City Administrator/ Community Development Director  
**SUBJECT: PUBLIC HEARING** – Surplus of 1.6 acres of city owned located at 5386 West 10700 North.

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## **STAFF RECOMMENDATION:**

The Council hold a public hearing to determine if the property should be sold.

## **BACKGROUND:**

The City has been approached by McKay Christensen, a Developer, who is proposing a project known as Apple Creek. The project is a 270 unit age restricted apartments. Mr. Christensen would like to purchase the property and incorporate it into that development.

The parcel that Mr. Christensen is requesting to purchase is 1.6 acres and is located at 5386 West 10700. At the June 27, 2016 Council meeting the Council requested that staff schedule a public hearing to consider the disposal of the property.

The disposal of property requires several steps. These include; declaring the property as surplus by resolution; the Council holds a public hearing; and publication of the public hearing in a newspaper and in the utility bill. If the Council chooses to dispose of the property, a resolution will be prepared for consideration at a future meeting.

## **FISCAL IMPACT:**

An increase in one-time miscellaneous revenue.

## **ATTACHMENTS:**

1. Vicinity Map
2. Proposed Site Plan



DATE: 04/11/11



UNIT COUNT	
1 Bed	117
1 Bed R	18
2 Bed	47
2 Bed End	37
Grand total	219

Parking Schedule	
Public	
Street (N118)	29
	29
Residential	
Garage (N220)	110
Surface (N118)	99
Surface (N220)	51
	256
Other	
Street (N118)	31
	31
	316