



HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, March 31, 2020
Amended March 30, 2020

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

7:00 PM REGULAR SESSION *(CITY COUNCIL CHAMBERS)*

Call to Order – Mayor Rod Mann

Invocation – Council Member Brittney P. Bills

Pledge of Allegiance – Council Member Kurt Ostler

1. UNSCHEDULED PUBLIC APPEARANCES

Time has been set aside for the public to express their ideas, concerns, and comments. (Please limit comments to three minutes per person. Please state your name and address.)

2. CONSENT ITEMS *(5 minutes)*

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. ACTION: Approval of Meeting Minutes *Administrative*

Regular City Council Meeting February 18, 2020 and March 10, 2020

Emergency City Council Meeting March 12, 2020

b. RESOLUTION: ADJUSTING COMMON BOUNDARY WITH ALPINE CITY

Administrative

The City Council will hold a public meeting to consider a request by Millhaven Development to adjust the common boundary with Alpine City at approximately at 6000 West Evergreen Way. The City Council will take appropriate action.

c. ACTION: APPROVAL OF A BID WITH ECKLES PAVING FOR THE 2020 ROAD PATCHING PROJECTS *Administrative*

The City Council will consider a request to approve a bid with Eckles Paving in the amount of \$71,724 for the 2020 Road Patching Projects, and authorize the Mayor or City Administrator and City Recorder to execute the necessary contract documents for the project. The Council will take appropriate action.

d. ACTION: APPROVAL OF A BID WITH INSITUFORM FOR THE 2020 SANITARY SEWER PIPE LINING PROJECTS *Administrative*

The City Council will consider a request to approve a bid with Insituform for the amount of \$97,338 for the 2020 Sanitary Sewer Pipe Lining Projects, and authorize the Mayor or City Administrator and City Recorder to execute the necessary contract documents for the project. The Council will take appropriate action.

e. RESOLUTION: COVID-19 EMERGENCY LIMITATIONS, POLICIES AND PROCEDURES RESOLUTION *Legislative*

The City Council will consider an Emergency Limitations, Policies and Procedures Resolution related to personnel management and policies related to the COVID-19 Emergency. The Council will take appropriate action.

3. PUBLIC HEARING/RESOLUTION: REVIEW FEE FOR ACCESSORY DWELLING UNITS *Legislative (10 minutes)*

The City Council will hold a public hearing to consider a request by Highland City Staff to adopt an application review fee of \$25.00 for accessory dwelling units. The City Council will take appropriate action.

4. PUBLIC HEARING/ACTION: AMENDMENT TO THE RUBY ESTATES SUBDIVISION LOCATED AT 10245 N. 5950 W. *Administrative (10 minutes)*

The City Council will hold a public hearing to consider a request by Cory Taylor to amend the Ruby Estates Subdivision Plat to combine two lots into one single lot. The City Council will take appropriate action.

5. ACTION: PRESSURIZED IRRIGATION RESOURCE USE OUTSIDE CITY LIMITS FOR PROPERTY ADJACENT TO A RESIDENTIAL LOT AT 10147 N 6960 W *Administrative (10 minutes)*

The City Council will consider a request by Jason Matheny to approve the use of pressurized irrigation resources on property outside of City limits. The Council will take appropriate action.

6. ACTION: GARBAGE AND RECYCLING SERVICES PROPOSAL APPROVAL *Administrative (10 minutes)*

The City Council will consider approving a proposal by Waste Management for City Wide Garbage and Recycling Services beginning July 1, 2020. The City Council will take appropriate action.

7. ACTION: LONE PEAK PUBLIC SAFETY DISTRICT INTERLOCAL AGREEMENT AMENDMENT *Legislative (15 minutes)*

The City Council will consider a request by the Lone Peak Public Safety District Board to amend the Interlocal Agreement related composition of the Board and operation of the District. The City Council will take appropriate action.

8. DISCUSSION: LOCAL MANDATES FOR SOCIAL DISTANCING *Administrative (15 minutes)*

9. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

a. Future Meetings

- April 14, City Council Budget Work Session, 7:00 pm, City Hall
- April 21, City Council Meeting 7:00 pm, City Hall
- April 28, Planning Commission Meeting, 7:00 pm, City Hall
- May 5, City Council Meeting 7:00 pm, City Hall
- May 12, City Council Budget Work Session, 7:00 pm, City Hall

b. Future Meeting Filming

10. ADJOURNMENT

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

ELECTRONIC PARTICIPATION

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

CERTIFICATE OF POSTING

I, Stephanie Cottle, the duly appointed City Recorder, certify that the foregoing agenda was posted at the principal office of the public body, at the Lone Peak Fire Station and Lone Peak Police Station, on the Utah State website (<http://pmn.utah.gov>) and on Highland City's website (www.highlandcity.org).

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

Posted and dated this 26th day of March, 2020

Stephanie Cottle, City Recorder

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

DUE TO COVID-19 RESTRICTIONS, THIS MEETING WILL BE STREAMED LIVE ON HIGHLAND CITY'S YOU TUBE CHANNEL.
<http://bit.ly/HC-youtube>

WE ENCOURAGE THOSE WHO WOULD LIKE TO ATTEND TO DO SO VIA THIS METHOD.



HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, February 18, 2020

Amended February 14, 2020*

Waiting Final Approval

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

PRESIDING: Mayor Rod Mann

COUNCIL MEMBERS

PRESENT: Timothy A. Ball, Brittney P. Bills, Kurt Ostler, Kim Rodela, Scott L. Smith

CITY STAFF PRESENT: City Administrator / Community Development Director Nathan Crane, Assistant City Administrator Erin Wells, Finance Director Gary LeCheminant, City Engineer Todd Trane, Planner & GIS Analyst Tara Tannahill, City Attorney Rob Patterson, City Recorder Cindy Quick, Police Chief Brian Gwilliam, Fire Chief Reed Thompson

OTHERS: Dan Reeve, Wesley Warren, Tavis Timothy, Chris Howden, Shane Stone, Jared Davis, Harry T. Hansen

7:00 PM REGULAR SESSION (CITY COUNCIL CHAMBERS)

Call to Order – Mayor Rod Mann

Invocation – Council Member Timothy A. Ball

Pledge of Allegiance – Council Member Kim Rodela

The meeting was called to order by Mayor Rod Mann as a regular session at **7:00 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 Corrine Prestwich and those assembled were led in the Pledge of Allegiance by Jack Hill a local scout.

1. UNSCHEDULED PUBLIC APPEARANCES

There were none.

Mayor Mann noted that item 4 regarding flag lots was continued at the request of the applicant.

Council Member Kurt Ostler moved to continue item 4. Council Member Scott L. Smith seconded. All in favor and the item was continued.

2. PRESENTATIONS (10 minutes)

a. AED PRESENTATION – Fire Chief Reed Thompson

Chief Thompson began the presentation by thanking the Council. He took the opportunity to provide Automated External Defibrillators (AEDs) in each vehicle. This was important because sudden cardiac arrest was the leading cause of death in the USA, with only a 5-7% chance of survival without AED

assistance. He explained the time between call processing and an ambulance was on scene was between four and eight minutes, and the survival rate of cardiac arrest went down 10% per minute. With Patrol Officers in vehicles nearby, having an AED in their vehicles allowed for that reduction of time between getting an AED to the patient. Officers often arrived before Fire services and he felt it was imperative to have AEDs on hand. This was a four-piece process; they received a grant for medical equipment. One was from Rocky Mountain Power Foundation (RMP) which covered costs for about two devices and another almost \$5,000 came from Quaker. Six were purchased with grants all together. Overall, all fifteen AEDs were placed in vehicles.

Chief Gwilliam spoke about the training for the AEDs. On the first of February, Thompson provided training to each officer for how to apply the apparatus and equipment. The AEDs were user friendly and self-explanatory. Pictures and instructions were easy to use. Chief Gwilliam was able to have hands on training with a mannequin. All officers on patrol had one in each of their vehicles. He promised they would be used, and items replaced as needed. This provided a better service to residents of Highland.

Chief Thompson explained that these will be fitted with better cases and were all-weather durable. This AED was user friendly and had pads inside device. He showed the Council the unit. The intent was that the various units had compatible equipment with the AEDs provided to officers.

Council Member Scott L. Smith noted that this was the most important thing to carry. He had a neighbor who was still alive because one of these units. He felt it was marvelous to have officers equipped with AEDs.

Chief Gwilliam appreciated the thoughtfulness of this opportunity.

Council Member Kurt Ostler asked how the officers would determine when it was necessary to use an AED.

Chief Thompson said when there was an unresponsive patient, the protocol was to remove clothing, place pads, and turn the machine on and the machine itself would determine if there was a shockable rhythm. It would not deliver a shock if it sensed the rhythm. The machine provided up to 2,000 shocks without battery replacement, and their recommendation was that it was functional for a five-year window. When they replaced pads, the officers would look at battery life for about a five-year rotation. The total cost was about \$200 per replacement.

Council Member Kurt Ostler asked how often through the year were the AEDs utilized. Fire Chief Reed Thompson said they would be used around forty to fifty times per year, which was about once a week. They were not always applying a shock in every case, but if they could reduce the down time between the information from the dispatcher and law enforcement providing defibrillation, they hoped to have a 25-35% survival rate, which was significantly higher than the national average.

b. 2020 FLING THEME - *Civic Events Coordinator Corrine Prestwich*

Corrine Prestwich said she had the opportunity to meet with the volunteer committee on the 6th. The theme this year was “Our Story Unfolds.” This gave a nod to 43 years of Highland homesteaders and to the story of Highland that was unfolding. The story of Highland was turning a page and rapidly developing. She was excited to welcome that transition. July 25th was the kickoff, which would include a family dinner at Heritage Park. Some of the favorite activities included: art show, kids’ night with a twist: The Library was helping them host a Harry Potter kids night. There would be a 5k, rodeo,

Highland games, fireworks and everything Highland citizens had come to love. The Service Project connected to this theme was a book drive. They would be donating to the foster care program in Utah County. There was an essay contest for people to share their Highland story. The Title Sponsor will be Highland Hideaway Storage, and more fundraising were in the works. She invited Council to as many things as they could attend. August first was an all-day event, including a parade, etc. There will be a “Chase the Council Woman” aspect to the 5k: Council Member Kim Rodela will be the one being chased. She asked for suggestions and wanted to hear about potential volunteers.

Council Member Scott L. Smith thanked Corrine. He mentioned that she was working with the Arts Council and asked if she was also working with Friends of the Library or other City organizations. The Historical Society was working with Library as well. The Beautification Society was doing backyard tours this year as well. The Library was hosting a Harry Potter night.

3. CONSENT ITEMS (5 minutes)

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. They were intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

Mayor Mann stated that there were two Planning Commission member appointees present and he wanted them to stand and be recognized.

a. **ACTION: Approval of Meeting Minutes** *Administrative*
Regular City Council Meeting January 14, 2020

b. **ACTION: Ratifying the Mayor’s Appointments on the Planning Commission** *Administrative*
The Council will consider the Mayor’s request to ratify the appointment of Jerry Abbott, Ron Campbell, Chris Howden, and Mino *Morgese to serve on the Planning Commission. The Council will take appropriate action.

c. **ACTION/RESOLUTION: Changing the Hearing Date for the Sales and Franchise Tax Revenue Refunding Bonds** *Legislative*
City Council will consider adopting the resolution changing the hearing date for the Highland City Council’s approximately \$3,800,000 Sales and Franchise Tax Revenue Refunding Bonds and ratify the publication of the revised notice with regard to such hearing and related matters. The City Council will take appropriate action.

d. ***ACTION: Ratifying the Mayor’s Appointment on the Timpanogos Special Service District (TSSD)** *Administrative*
The City Council will consider the Mayor’s request to ratify the appointment of Brian Braithwaite to continue serving on the Timpanogos Special Service District (TSSD). The City Council will take appropriate action.

Council Member Scott L. Smith asked that item 2a. be pulled off the consent agenda for further discussion.

*Council Member Scott L. Smith MOVED to approve consent items as listed on the agenda.
Council Member Kim Rodela SECONDED the motion.*

The vote was recorded as follows:

*Council Member Timothy A. Ball Yes
Council Member Brittney P. Bills Yes*

Council Member Kurt Ostler Yes
Council Member Kim Rodela Yes
Council Member Scott L. Smith Yes

The motion passed 5:0.

4. PUBLIC HEARING/ORDINANCE: AMENDING CHAPTER 5 SUBDIVISION OF THE DEVELOPMENT CODE TO ALLOW FLAG LOTS (TA-20-01) (15 minutes) *Legislative*

This item was continued at the request of the applicant.

5. PUBLIC HEARING/ORDINANCE: AMEND SECTION 10-102 OF THE DEVELOPMENT CODE RELATING TO THE DEFINITION OF “FAMILY” (TA-20-03) *Legislative (10 minutes)*

Planner and GIS Analyst Tara Tannahill oriented the City Council with a request by Highland City Staff to amend Section 10-102 of the Highland City Development Code relating to the definition of a family.

Background information was shared for this requested amendment. The current wording would not allow multi-family dwelling units in each home.

She read the suggested change:

- a) One or more persons related by blood, marriage, adoption or legal guardianship, including foster children, and no more than two adults and their children who are unrelated to the residing family; or
- b) A group of not more than four persons not related by blood, marriage, adoption or legal guardianship, including foster children living together as a common household.

Council Member Scott L. Smith provided a historical perspective about this issue. It was discussed at length on December 11th, 2010, January 18th, 2011 and again on February first. There was a lot of discussion around definition of a family. Council Member Butler in 2010 (during the Recession). The City had this strict ordinance for basement apartments. There needed to be a separate entrance, extra parking, etc. They found that there were many people circumventing this ordinance. At the time, City Administrator Nathan Crane was the permit authority, and asked him how many Conditional-Use Permits were granted in regard to this and there was only one. Council Member Butler thought if they redefined “family” they could rent out the basement without going through a hassle. This was a struggle for three Council meetings, and he supported the changes that would be made to it today. He thought of several people who rented their basement out to people who were not family. He hoped to make a better way to allow for it.

Mayor Mann said the definition from item b was from State Code.

Mayor Mann opened the public hearing at 7:26 p.m. and called for any citizens who would like to speak on the item to come to the podium and state their name for the record.

Citizen Comments:

There were none.

Mayor Mann closed the public hearing at 7:26 p.m.

Council Member Kim Rodela MOVED that the City Council accept the findings and adopt the ordinance approving the amendment to Section 10-102 of the Highland City Development Code pertaining to the definition of “family”.

Council Member Kurt Ostler *SECONDED* the motion.

Council Member Scott L. Smith asked if there were multi-families renting out basements. Ms. Tannahill said she had received phone calls from neighbors that stated multiple families lived in a single house. She could send a request for explanation.

Council Member Scott L. Smith asked for clarification. It was confirmed that there were situations where people rented out their basement to a different family.

The vote was recorded as follows:

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|----------------------------------|-----|
| Council Member Timothy A. Ball | Yes |
| Council Member Brittney P. Bills | Yes |
| Council Member Kurt Ostler | Yes |
| Council Member Kim Rodela | Yes |
| Council Member Scott L. Smith | Yes |

The motion passed 5:0.

6. PUBLIC HEARING/ORDINANCE: AMEND SEVERAL SECTIONS OF THE DEVELOPMENT CODE RELATING TO ACCESSORY DWELLING UNITS (TA-20-02) Legislative (15 minutes)

Planner and GIS Analyst Tara Tannahill oriented the City Council with a request by Highland City Staff to amend several sections of the Highland City Development Code related to requirements for accessory dwelling units.

- 2008 City Council voted to allow basement apartments in the basement portion of the home.
- A conditional use permit process, providing separate utilities, two parking stalls, homeowner reside in the main dwelling.
- 2019 City Council updated the moderate-income housing element in the General Plan to comply with SB 34.
- One element was to review and update Accessory Dwelling Units (ADUs) to encourage ADUs throughout the City.

They would still require parking stalls and separate utility connections which would be costly. They wanted to make an application made available through the Community Development Department and the Building Department to review the applications. The front of home shall not be modified to look like separate units. It could be done on the side, but only if covered by landscaping or fencing. The key issue here was that it had to be part of the main dwelling unit, which could include an attachment to an attached garage, or an addition to the home. It still needed to be owner occupied.

- November 12, 2019 Highland City updated the Moderate Income Housing Section to comply with SB 34. This text amendment would satisfy one requirement in SB 34.
- Removed the request to be a Conditional-Use Permit.
- Removed the requirement to have separate utilities.

No correspondence was received after proper publishing. The Planning Commission unanimously recommended approval. One citizen comment was received but it was cleared up quickly. This was considered a recommended motion.

Council Member Scott L. Smith asked if the basement apartment needed a separate door on the side or back but not on front. There was a minimum of two parking spots. Any basement apartment needed to meet all of the building and fire codes. He asked what some of the main things a person would have to do to modify to meet those codes were.

A separate furnace and stairwell were required, and any shared fire-resistant areas (ceiling and stairwell) should be separated.

Chief Thompson said that this would normally look like an additional layer of drywall, sheet rock with double thickness, or to apply additional layer.

Council Member Kurt Ostler asked about the separate furnace.

Chief Thompson would address climate control and had the ability to control climate within that space. Ms. Tannahill said it also had to do with air circulation. It was a Building Code requirement. They also needed CO2 detectors; it had height restrictions. They created in the application a series of questions that they had to address as part of building code.

Council Member Kurt Ostler asked if the homes would be inspected by the Fire Department. No, for the moment but they were in the process of completing them for the short-term rentals but not for accessory apartments. Clint did the inspections.

Council Member Kurt Ostler asked why the wording was changed. Ms. Tannahill explained that it would allow for other types of units.

Chief Thompson said there could be a scenario of second floor with no basement where this would apply. Mayor Mann added that a second floor of a garage would also fit this scenario.

Council Member Scott L. Smith said the main part of the house needed to be owner occupied, and the accessory part could be rented to whomever. He asked what if they rented it to a family member, and if they would they still need to meet these requirements. Ms. Tannahill said no, if it was a family member, they did not need to comply with this.

City Administrator Nathan Crane said that the federal law was that if a person was related by blood parent or adoption, it would not apply with family relation.

Council Member Scott L. Smith said if they had separate furnaces, the owner worked out a deal to for how to pay for it.

City Administrator Nathan Crane gave an example of renting a room to their college kid and charging them rent and stated that these requirements would not matter. Council Member Scott L. Smith asked how they would monitor this. City Administrator Nathan Crane wanted to educate the public, which explained the zoning clearance. When a home was up for sale, a relator would ask if there was a permit. They would keep the zoning clearance for each house and tell them if that permit was issued or if they had a clearance for basement apartment.

Council Member Kurt Ostler asked if the permit was for home or for homeowner. City Administrator Nathan Crane said the clearance was for the person applied for it and next owner needed to apply again for it. New owners needed to reapply for the same permit.

Council Member Kim Rodela had an enforcement question. She asked that if a resident were turned in and asked if they had a renter and they said no, what were the next steps. City Administrator Nathan Crane said this was a challenge because it required proof, which could be obtained before a judge. They could collect their own evidence through a witness, they could also use a proactive complaint to ask them to get their home into compliance. It came down to the integrity of the owner. To enforce this, they needed evidence. It was much like a barking dog or a speeding ticket.

Council Member Kurt Ostler asked if there was an application fee. City Administrator Nathan Crane said fees could be charged to recover the service. They would bring back the resolution to adopt a fee.

Council Member Kim Rodela asked about the minimum requirements of the two off street spaces. She wondered if this could be separated from the driveway, and if they could they require it on the side or an RV pad. Ms. Tannahill said they could make it part of their motion.

Council Member Kurt Ostler was concerned with two- or three-car garages and driveways being counted, even if they could not properly utilize it. City Attorney Rob Patterson said regardless of the parking requirement, this could be an enforcement issue. Three cars in front of home could be blocking more areas.

City Administrator Nathan Crane added that this would exclude the existing driveway. He said to add the language “excluding the existing driveway.”

Ms. Tannahill said that as part of the application, applicants were asked to draw the spaces.

Council Member Scott L. Smith asked if there was any application fee on this. City Administrator Nathan Crane said not now. The Building Department charged per square footage of a Building Permit.

Council Member Brittney P. Bills asked if there was a situation where the owner lived in the basement and rented the upper part of the property. She was given an affirmative answer; it just had to be owner occupied.

Council Member Kurt Ostler asked what would happen if someone had a breeze way before a garage. He asked if it was classified as the same dwelling unit. Ms. Tannahill said they had a definition that said a 10 foot or less breeze way or covered patio was considered part of main dwelling unit.

Mayor Mann opened the public hearing at 7:44 p.m. and called for any citizens who would like to speak on the item to come to the podium and state their name for the record.

Citizen Comments:

There were none.

Mayor Mann closed the public hearing at 7:44 p.m.

Council Member Kurt Ostler asked where the definition was. Under the Development Code, Chapter 10: said it was part of the main dwelling unit. A garage and a breeze way less than 10ft from the property could be rented out. Ms. Tannahill pointed out the requirement of the common roof line and foundation for a breeze way. Definition found on 21b: “structures connected by a breeze way with a common roof line, common footing, and foundation and a foundation separation of less than 10ft between unattached structures shall be considered part of the main dwelling.”

Council Member Scott L. Smith MOVED that the City Council accept the findings and adopt the ordinance approving the amendment pertaining to Accessory Dwelling Units.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

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| <i>Council Member Timothy A. Ball</i> | <i>Yes</i> |
| <i>Council Member Brittney P. Bills</i> | <i>Yes</i> |
| <i>Council Member Kurt Ostler</i> | <i>Yes</i> |
| <i>Council Member Kim Rodela</i> | <i>Yes</i> |
| <i>Council Member Scott L. Smith</i> | <i>Yes</i> |

The motion passed 5:0.

7. PUBLIC HEARING/ORDINANCE: AMEND SECTION 5-8-101 OF THE DEVELOPMENT CODE RELATING TO SUBDIVISION LAYOUT (TA-20-04)

Legislative (5 minutes)

Planner and GIS Analyst Tara Tannahill oriented the City Council with a request by Highland City Staff to amend Section 5-8-101 of the Highland City Development Code.

She started with the amended Section 5-101-(2):

Where trees, groves, waterways, scenic points, historic spots, other City assets, and landmarks, environmentally sensitive areas such as wetlands, or other features or land subject to State, Federal, or other special regulations, as determined by the City, are located within a proposed subdivision, the subdivider shall identify and provide the means to preserve these features as part of the proposed subdivision.

The purpose of this change was to modernize the language and to be consistent with State law and modern practices as far as environmentally sensitive areas.

For citizen participation, proper noticing took place and no citizen comments were received. The vote for recommended approval was unanimous at the Planning Commission's public hearing from 1-18-2020.

Council Member Scott L. Smith asked if they were to look at these issues, there would be areas where there were water districts and things, but still there would be subdivisions, roads and things that went through the wetlands. Was the purpose of this just to relook at the wetlands and make sure they had approval from the appropriate agencies, but it did not mean that they would not be building something there, correct?

Ms. Tannahill said they would still need to go with Federal regulations and go through the appropriate channels of whomever reviewed their project. This helped clarify more of what they were looking for the subdividers, so they did not continue forward without demonstrating that.

Council Member Scott L. Smith wondered what a builder would have to do to get approval to build in this area.

City Administrator Nathan Crane said it depended on the issues. Army Corp had jurisdiction and required a lengthy process and regulations. They had to obtain a permit from the Army Corp and would be required to it get followed. The City was there to ensure proper permits. These were the environmental issues that should be addressed as part of the review process. There were different levels of addressing the issues. The City needed to make sure they were not allowing buildings on top of wetlands. It was the developer that was responsible for the work. State code already prohibited cities from treating anything as a wetland that was not designated by the Army Corp of Engineers as a wetland – that was a State code issue.

City Attorney Rob Patterson explained the national App for finding the wetlands in a given area. They wanted to make sure they were handling those areas appropriately.

Mayor Mann opened the public hearing at 7:53 p.m. and called for any citizens who would like to speak on the item to come to the podium and state their name for the record.

Citizen Comments:

There were none.

Mayor Mann closed the public hearing at 7:53 p.m.

Council Member Kim Rodela MOVED that the City Council accept the findings and adopt the ordinance approving the amendment to Section 5-101 of the Highland City Development Code.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

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|---|------------|
| <i>Council Member Timothy A. Ball</i> | <i>Yes</i> |
| <i>Council Member Brittney P. Bills</i> | <i>Yes</i> |
| <i>Council Member Kurt Ostler</i> | <i>Yes</i> |
| <i>Council Member Kim Rodela</i> | <i>Yes</i> |
| <i>Council Member Scott L. Smith</i> | <i>Yes</i> |

The motion passed 5:0.

8. ACTION: MEMORANDUM OF UNDERSTANDING FOR ROAD AND UTILITY ACCESS *Administrative (15 minutes)*

City Administrator Nathan Crane oriented the Council with a request by GCII, LLC, Robert and Connie Strang, Divecha Family Limited Partnership, and Perry Land Investments, LLC for a Memorandum of Understanding regarding road and utility access for approximately seventy acres located between Beacon Hills Boulevard and Cyprus Drive north of Southerland Drive.

City Administrator Nathan Crane explained the Memorandum of Understanding. This pertained to an area known as Section 23. The General Plan did not have a land use designation everything around the area was low density residential. When areas were shown for annexation, there should be a land use designation for it. In 2008, the choice was made not to do that for this land. He pointed out the surrounding zoning areas on the map of the area.

The Annexation Policy Plan was required by State law. The purpose of this was to work with other cities, analyze infrastructure needs etc. They looked these areas for future areas to serve as infrastructure. Areas highlighted in pink were identified for potential annexation in the City. One dark blue line in the middle was another. The pink area in the Northwest was called "Northwest Area Annexation." There were agreements with Lehi for this area. It was interesting to compare what happened based on the plan and what actually happened in real life. The black outline showed the actual boundary of the City. Micron and Blue Bison were noted on the map.

The Existing Conditions map was shown and described, and it went from Blue Bison from Draper to Highland. There was a diagonal line which was to indicate the Jordan aqueduct. Contours showed the steepness down the middle, which created challenges. There were specific rules to cross the aqueduct.

Council Member Timothy A. Ball asked if the proposed roads counted as transgressing Blue Bison. City Administrator Nathan Crane said no, it was all internal to the site and would not provide connections to Alpine Adventure. All connections were internal, and none extended City limits or access.

Council Member Scott L. Smith thought the pipe was Alpine aqueduct and thought there were many crossings over the area. City Administrator Nathan Crane said it could cross, it just needed to abide by the requirements to do it.

City Engineer Todd Trane said the roads that crossed the area had an application process. There were places where the people in the City actually owned the property and others where there was an easement. Ultimately no structures and utilities needed to be cased. The area could be crossed. There was an application process. Owned areas and easements were pointed out on the map.

City Administrator Nathan Crane pointed out one existing stub at Beacon Hills Plat E. An overview of the agreement was shown on Exhibit B. Connections between Northern points, Plant E, Grant Blvd., and Highland Hills, and a few others were pointed out. This allowed multiple owners to know where the access for utilities would be and therefore determine who paid for what. They could then approach the City for future developments in the area.

Council Member Kurt Ostler noted that none of the roads here connected to a main road. City Administrator Nathan Crane said the only main road was through Beacon Hills and a local street connection.

Council Member Scott L. Smith asked if this was adequate for northern area. City Engineer Todd Trane said this as what the City was left with. They needed some connectivity across the aqueduct.

Council Member Kurt Ostler asked if when a resident submitted an application, it they would be required to submit a traffic study. He was given an affirmative answer; they wanted the whole application to come in all at once. Whoever came in first would be required to show connectivity and show how it impacted local roads.

Council Member Scott L. Smith was curious why there was no access from Highland Boulevard. He said a person would have to cross Lehi land to get there. Chief Thompson said the topography would not allow this easily.

Fire Chief Reed Thompson added that any time an area exceeded the number of units, multiple access points were required, and the proposal would meet it.

Mayor Mann clarified what was asked by this item. City Administrator Nathan Crane gave an approval of memorandum of understanding. He said there might be annexation issues as it related to compliance with State law, but they would be dealt with in the future.

Mayor Mann said the Memorandum of Understanding (MOU) would simply let them move forward with negotiations.

Council Member Timothy A. Ball asked what their intention was with zoning.

The property owners were present to respond: Dan Reed and Perry Homes. Mr. Reed's part was to provide access from the Southeast and North. They did not have zoning intentions for their land not annexed. They owned plat E, which was already zoned in Beacon Hill NBA. There was no proposed zoning.

Mayor Mann encouraged the other owners to approach and explain.

Shawn Dixon, representing the landowners, explained that the group tried to bite off the first chunk of the elephant and get utility and road access and then later deal with density at a different time.

Council Member Scott L. Smith Beacon Hills said the Beacon Hills area was done through a development agreement not just R-1-40 and was not just straight open space. It was denser than a standard open space subdivision.

Council Member Kurt Ostler said that all of Beacon Hills was classified as open space service district. This area was not part of Beacon Hills or open space; it was a new application. City Administrator Nathan Crane said yes in County; it was similar to Viewpoint.

Council Member Kurt Ostler said he was struggling with Northwest irrigation. They tried to get better production. He asked what would happen if they were not successful. He wanted to know what would happen if they added seventy homes, and how this would that effect utilities and snow removal.

City Engineer Todd Trane said this property was incorporated into pressurized irrigation plan it was accounted for. If Highland City residents irrigated properly, they could accommodate it. The problem was that Highland City residents tended to double water what they needed, and it will be a huge impact they would have to account for.

Council Member Scott L. Smith said that any new development would be metered. Staff confirmed this but clarified that they were not billed that way. City Engineer Todd Trane said the City had not adopted a metered use fee; it would be tackled in the future.

Council Member Timothy A. Ball said they were operating under the assumption of seventy to eighty homes which was R-1-40, but they may seek two to three R-1-20 zoning. He asked if that would not over-tax the infrastructure. City Engineer Todd Trane stated that bigger lots had more landscaping. Some high-density developments had little landscaping and needed less water per acre. Council Member Timothy A. Ball said if they did not know the density, it was not easy to plan for it. City Engineer Todd Trane said the MOU just provided access points. It was hard to develop without that understanding and make sure roads worked. It would be nice to know but they were not far enough along in the process. Council Member Timothy A. Ball said he would vote no if they were seeking R-1-20, so they did not proceed with large expenses. City Engineer Todd Trane said this was just saying these were the connections and they would need to tie into them.

Mayor Mann said nothing was being constructed.

Council Member Timothy A. Ball clarified that this was not binding, and not an implicit yes. City Attorney Rob Patterson confirmed it was not addressing zoning. City Council had discretion for setting a zone. This was only a connection layout. This MOU did not bind City Council's hands and was not a promise from City Council.

Council Member Scott L. Smith felt that they needed to be forward thinking about this. They should be welcoming to people who wanted to come into Highland. PI was not surmountable. The area above Beacon Hills was offered from Draper to the City. If it was not annexed to Highland where they had some say about the compatibility with surrounding neighborhoods, it could be annexed into other cities with much higher densities. They were trying to work through things intelligently and in calculated ways.

Council Member Kurt Ostler said they should be workable, but they did not need to lay down. This area did not look like Highland. It looked more like Draper and was different from what their residents wanted.

Council Member Scott L. Smith said they should work with these people to keep them in Highland.

Mayor Mann said this was only about the MOU and said to approve this and help them plan.

Council Member Scott L. Smith MOVED that the City Council approve the Memorandum of Understanding. Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

| | |
|---|------------|
| <i>Council Member Timothy A. Ball</i> | <i>Yes</i> |
| <i>Council Member Brittney P. Bills</i> | <i>Yes</i> |
| <i>Council Member Kurt Ostler</i> | <i>Yes</i> |
| <i>Council Member Kim Rodela</i> | <i>Yes</i> |
| <i>Council Member Scott L. Smith</i> | <i>Yes</i> |

The motion passed 5:0.

9. DISCUSSION: PRESSURIZED IRRIGATION AND AGRICULTURAL USES

Administrative (20 minutes)

Todd Trane, City Engineer, and Tavis Timothy, Engineering Consultant, presented information to the City Council regarding the impact of serving agricultural uses on the City's pressurized irrigation system. This item was presented for discussion only.

The main purpose of the presentation was to provide an overview and let the Council know what the plan was.

This was an overview of irrigation system in the City. The highlighted areas indicated pressure zones. The mouth of the canyon was noted because this was the site where they removed surface water out of the canyon into a pond to provide water at their lower zone at gravity feed. The pump station was noted. There was a pressurized water to zone with pumps. The feed line to 11800 Well was to be rehabilitated to have water flow better. Hoggs and Canterbury ponds were noted. The system was designed to take water out of the canyon early in the year and they also had water rights from the Provo reservoir. They also had wells which were pumped. He outlined how the City took water and how they used it. It was a burden on the system because they watered during the night to eliminate evaporation and it helped also during the day to catch back up and fill up ponds. He invited Tavis Timothy to attend this meeting and share their concerns.

Mr. Timothy reviewed the slide outlining metered water systems.

Irrigation Application Rates

| City | Irrigated Area ¹ (ac) | Outdoor Use ² (ac-ft) | Application Rate (ac-ft/ac) |
|--------------------|----------------------------------|----------------------------------|-----------------------------|
| Saratoga Springs | 995 | 2,547 | 2.6 |
| Clinton | 1,012 | 3,086 | 3.0 |
| North Salt Lake | 680 | 2,668 | 3.9 |
| Midvale | 680 | 2,408 | 3.5 |
| Herriman | 990 | 3,338 | 3.4 |
| Roy | 1,306 | 4,594 | 3.5 |
| Washington Terrace | 302 | 1,048 | 3.5 |
| Kearns | 1,210 | 3,922 | 3.2 |
| West Jordan | 3,206 | 10,283 | 3.2 |
| Spanish Fork | 1,290 | 5,004 | 3.9 |
| Springville | 1,269 | 5,058 | 4.0 |
| Orem | 2,759 | 11,729 | 4.3 |
| Ivins | 198 | 957 | 4.8 |
| Hurricane | 896 | 4,327 | 4.8 |

Highland used a lot of secondary water in their system. Recently a Master Plan was completed. They looked at water use now as compared to use at build out.

| Pressure Zone | Current IA | Future IA | Buildout Total IA | Buildout Peak Day Demand (gpm) | Peak Inst (gpm) | Buildout Storage (Gal) | Buildout Storage (AF) |
|----------------------------------|----------------|--------------|-------------------|--------------------------------|-----------------|------------------------|-----------------------|
| Beacon Hills Lower Pressure Zone | 124.4 | 16.8 | 141.2 | 1,412 | 2,825 | 1,200,506 | 3.7 |
| Beacon Hills Upper Pressure Zone | 100.4 | 60.4 | 160.8 | 1,608 | 3,215 | 1,366,528 | 4.2 |
| Hog Hollow Pressure Zone | 25.4 | 0.0 | 25.4 | 254 | 508 | 215,900 | 0.7 |
| Lower Pressure Zone | 883.6 | 307.0 | 1,190.6 | 11,906 | 23,811 | 10,119,777 | 31.1 |
| Upper Pressure Zone | 241.6 | 89.2 | 330.8 | 3,308 | 6,615 | 2,811,494 | 8.6 |
| View Pointe Pressure Zone | 16.1 | 0.0 | 16.1 | 161 | 322 | 136,850 | 0.4 |
| Total | 1,391.5 | 473.3 | 1,864.8 | 18,648.3 | 37,296.6 | 15,851,055.0 | 48.6 |
| Peak Day = 10gpm/irrig acre | | | | | | | |
| Peak Inst = 2 x PD | | | | | | | |
| Storage = 8500 gal/irrig acre | | | | | | | |

Larger undeveloped areas were shown and outlined. City Engineer Todd Trane said some of the areas were developing, such as the Peck property.

Mr. Timothy said with the Master Plan, they used software to look at different demands. The software was run over extended time. They checked pressures at different elevations, and it was noted that pressures were better further south. They made sure velocities were not over or used too much pressure.

Typical Water Source outlined:

- Typical Late June Sources –
2.5 CFS 11800 N. Well
12 CFS AF Flume
18 CFS Lehi Flume
Total of 32.5 CFS that day
- August 2018 (Drought) Sources –
11 CFS through the CUP Pipelines
8 CFS through the Murdock at Canterbury Pond
2.5 CFS from 11800 N. Well
2.5 CFS from Submersible Well
5.9 CFS from Lehi Flume (Portion in trade with Lehi Irrigation for Provo Well)
2.4 CFS from AF Flume
Total of 32.5 CFS that day

City Engineer Todd Trane clarified that “CFS” meant “Cubic Feet per Second” which showed a flow rate. The amount of water they usually used was around 32.5 CFS per day. In June they used 30 CFS. They pulled from a lot of different sources for this water.

Mr. Timothy explained that the certain areas had more expensive water. They were able to utilize water shares through a specialized pipeline. A few wells were used. Lehi and American Fork flumed at the Mouth of the Canyon.

City Engineer Todd Trane said the reason they showed this was because agricultural uses would impact the City throughout different times of the year. During certain times they used every source they could and had a difficult time keeping up with their levels.

Council Member Scott L. Smith noted there was a large well next to Lone Peak high school that was used to irrigate the alfalfa fields. He asked if they would they have access to that well in the future. City Engineer Todd Trane said not yet. They were proposing to give surface and Highland Conservation water, which was a Stored Water Right. Council Member Scott L. Smith wondered why they would not gain access to that big well. City Engineer Todd Trane said they would continue utilizing that for the alfalfa fields that they owned. That should be part of the discussion.

Mr. Timothy said over the last few years they were asked to look at agricultural connections. Looking at the model, they were almost maxed out. The hours between two and six a.m. pushed their water pressures down significantly. They could not sustain large water use during the day. They would look at it during the day. It compressed the time for residents to water. Alfalfa and turf had similar water requirements. Watering an agricultural field in development, they needed two to three times the amount of water they would need otherwise.

- Increased Demand on the System – Demands would be 2-3 times more than when developed.
- The system does not have excess capacity during peak watering times (10 PM to 8 AM).
- Utilizing Murdock Canal shares would decrease ability to fill ponds during the day.
- Reduced system pressures in the day may decrease pumping at the 11800 Well.
- Additional costs will be required to operate the pumping portion of the system. Pumping may need to begin earlier in the year.

Council Member Scott L. Smith Bueller asked if they used more or less water than a residential area with a drip system. City Engineer Todd Trane said yes, far less water.

City Engineer Todd Trane said sprinkling alfalfa was extremely different from drip system. They used a lot more water. It had similar application rates to grass. Alfalfa was two to three times more water to produce the alfalfa. Bueller property used much less volume and frequency of water.

Mr. Timothy said that when the system was originally built it would have been ok, but different standards were looked at then compared to now.

Council Member Kurt Ostler walked through an example of large water use. Council Member Kurt Ostler stated that he used to have five acres and was not allowed to put a two-inch line for sprinklers; it had to all be kept to one inch. City Engineer Todd Trane said based on approval, larger than one inch was allowed; typically, a two to three-inch connection. Peck's was about three to four inches, but they were still working on estimations.

City Engineer Todd Trane wanted to bring it up and said the Council would have a lot of projects that needed to be addressed.

Council Member Kurt Ostler asked if the Council needed twelve months in advance to complete applications. The Council needed more time to decide these. They did not have the money to enlarge a pond, for example, and would therefore need more time.

City Administrator Nathan Crane said they already had two users ask about this. There was another user asking. If they expanded, they needed to have an official policy.

Council Member Scott L. Smith said he only heard problems and no solutions. City Engineer Todd Trane said they had solutions in the Master Plan. There were projects planned. The Canterbury Pond would be reconstructed in two years, the Mouth of the Canyon Pond was scheduled to be reconstructed in the next five years. Council Member Scott L. Smith said it was nice to know what the solutions were. They needed to accommodate this because the City will continue to grow.

City Engineer Todd Trane said water shares that the new residents brought required the City to bring pumps on sooner. By taking properties on, they started to take water earlier and the operating costs went up. He wanted to know if the Council was charging for this proportionally. The Council was worried questions were coming at the Council all at once. They needed to know how to handle these issues.

Council Member Scott L. Smith asked what was happening with metering. City Engineer Todd Trane said a half a million dollars set aside each year for the next three years for this project. This was possible through the Enterprise Fund. They were applying for a grant to get matching funds and were off and running to start the process. About two thirds of the City they would get on meters. Council Member Scott L. Smith said that would make a big difference. City Engineer Todd Trane said they were tackling this issue.

Mayor Mann asked for schedules again from the Master Plan from a few years ago.

Council Member Kurt Ostler remembered the Dry Creek plan and looked at the Irrigation Master Plans to refer to because there were concerns about flooding.

City Engineer Todd Trane said he was working to be as proactive as he could. Funding needed to be matched, and this was later additions of the Irrigation Master Plan. He went to a conference recently and listened to other Engineers and found that they were not as proactive as this Council was. This City was ahead of the game.

Council Member Brittney P. Bills suggested that they looked carefully at proposals for agricultural uses. Council needed to do a massive civic education exercise with residents on usage. They were using too much water. Council Member Scott L. Smith suggested xeriscaped areas as well. They should set the example.

Mr. Timothy saw a 15% reduction in water use when flyers were sent out to residents. This went on for a year and because of the City growth they were bad at overusing water again.

Mayor Mann called forward Mark Thompson. Mark Thompson explained that the soul source of the water use was from a well and not producing what it was designed to do. The City created a hole in the system. They needed to share their responsibilities. When they asked to share water for agricultural ground, it created issues. This was not a one-sided argument. They needed to ask if they had capability to meet short term requirements because it would become a development. They could not responsibly require people to meter and then charge more. They dedicated a certain amount of water for that property. Some exceptions were made; churches for example, should have to provide as much water if they had a large parking lot, etc.

Council Member Scott L. Smith said they came with water. Mr. Thompson said there was still a responsibility to provide that from the source to where it needed to be utilized, which was the struggle. The reality was that people were skeptical. It was hard to sell people on a system to sell a 40-inch line when they could maybe do it with a 30-inch line. They knew they could not. It was a matter of the funding. For example, when a city ran out of drinking water they dealt with a lot of oversight and penalties because they were not providing for these issues. What they were dealing with now was secondary water use, and not nearly as difficult as low drinking water.

Council Member Scott L. Smith said culinary was okay and Mr. Thompson concurred. He added that the City needed to build more into the secondary water system.

Council Member Brittney P. Bills wanted to go on a ride-along with police and wanted to look at water use, which was so interesting that she wanted to go again. Council Member Kurt Ostler added that he went on a shoot-out, and he favored the simulator.

City Engineer Todd Trane would like to bring this to the Council, so they had an idea of the issues they were facing.

Council Member Scott L. Smith asked how he could go on a ride-along.

10. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

a. Referendum Calendaring

City Recorder Cindy Quick informed the Council that they were at Step four out of five of the referendum timeline, meaning that the sponsors were collecting signatures. The petition packets were due to the County by February 20. The County then had 30 days to verify the signatures. The verification of signatures will be provided to the City Recorder by March 23, 2020, at which time the City Recorder will review the petition packets and determine if they were sufficient or not.

They would update the Council with the remaining steps as they proceeded through the process.

b. Victor View Lift Station

City Engineer Todd Trane informed the Council of the issues with the Victor View Lift Station on Stephens Lane. There was no way for the sewer to get out of there because of a road slope in each area. This was originally developed in the 90s. This lift station was designed to help the sewage situation. There was a serious problem with cleaning (wipes, feminine hygiene wrappers and plastics, pill bottles,

metal wires etc.) in the lift station. There were serious costs for the City going into cleaning this space, and something needed to be done about it (about \$50,000 spent a year just on this lift station). They tried everything else to fix this.

Survey results taken to help this situation:

- Made sure a gravity line could make it to Canterbury Drive.
- A utility bridge would be required over the drainage.
- This would require additional easements and also required sharing an easement with a Lehi City waterline.
- Estimated costs for a sewer bypass would be in the \$250,000-\$300,000 range.

This was an unforeseen expense; the City did not anticipate this. They really did not have another option.

Council Member Kurt Ostler said his sewer flowed here. City Engineer Todd Trane said they were doing their best to determine where these issues were coming from.

Council Member Scott L. Smith said if they came up with this amount of money to solve the problem, the folks in this neighborhood would have a special fee to help pay for this.

City Engineer Todd Trane said they did not charge for people in a lift station. Other cities did charge, however. It was a large price tag for the City (roughly \$5,000 per home). Council Member Scott L. Smith said if they threatened the residents with this cost, it might be worth a try.

City Engineer Todd Trane said there were other lift stations in the City, and this needed to be fixed because it cost the City so much money to maintain and it could cause infrastructure damages. It was one specific lift station that was the real problem.

Council Member Kurt Ostler said it was hard as a Council. He recused himself because all his neighbors lived here. If they could stop the damage, they would not need to pay an extra fee, or build a new station.

City Engineer Todd Trane said this was the oldest lift station and everything had a life span. Eventually this will be replaced if they did not have this problem, it would a last little longer. At the time, it was about twenty-five years old. They did not have a schedule for replacement, which was never part of the Sewer Master Plan.

Council Member Kurt Ostler asked if it was common to replace lift stations. He asked if replacing the lift station would take care of the issue even if it was replaced.

City Engineer Todd Trane said he wanted a direction moving forward with design work. Anytime they could remove a lift station, they should. The City would be looking at the same price tag in the future to replace it and then they would still have a lifelong maintenance on the lift. These lift stations were checked every day. It was noted that rebuilding the lift station did not get rid of wires and other dumping items.

City Engineer Todd Trane said flushable wipes were an issue nationally. There was a 1000% increase since October.

Council Member Kurt Ostler asked if there was a way to put screening to narrow it down.

City Engineer Todd Trane looked at videos about fixing this, but the problem with putting things up the lines is that it created more opportunity for flooding. Their maintenance crew tried to be proactive, and they built a basked down for the well, and this was within hours. They had pumped out this drain more times since October than in the twenty-five-year life span of the lift. They just needed to fix the problem.

Jared Danis said his home was right next to this lift and he was next to it. His kids knew about the issue. The first home was flooded twice from that same pump. It caused him anxiety. He was trying to figure out how to add a back-water valve. The lift station had issues as long as he had been here. He was always talking to City Staff about issues. He was blasting information to their ward and to their neighbors. It seemed like it was only one individual. He would help drop the money to get the problem fixed. He would love to have Council push this through.

Harry Thomas had been here since 1999. City Engineer Todd Trane mentioned that he thought he might know the problem but was hesitant to say. He wanted to hit every neighbor to figure out what the problem was. He asked for City Engineer Todd Trane's idea about the issue.

City Engineer Todd Trane said he was an engineer and had to have data. They were working on ideas to isolate the problem area. He would get there eventually, but this change was a permanent solution and eliminated the lift station and any maintenance issues. The new station called them on their cell phones. They were constantly thinking about it. They would like to eliminate the lift if they could, but if not, they will nail down the source of the issue.

Harry Thomas thought he might know who the problem was so he could personally minimize the problem. In the last six months they had a huge increase in the last twenty years.

Council Member Scott L. Smith said this would come out of the Sewer Enterprise. City Engineer Todd Trane said yes because they did not have funding. Those moneys were already set aside for future projects in the Sewer Master Plan.

c. *Review of Court Ruling on Pleasant Grove Transportation Utility Fund

City Attorney Rob Patterson informed the Council of an update on this fee. The case did not directly involve Highland City. Pleasant Grove proposed a fee for use of their roads. The fee was challenged as an illegal tax. They could legally have the fee or tax but in this case the fee should have been done as a tax. This did not impact Highland City. They just wanted the City to be aware of it as Pleasant Grove moved forward.

Council Member Scott L. Smith asked how the Pleasant Grove road fee differed from theirs.

Mayor Mann said the way they charged was different from Highland. Their view was the residents were given choice for tax or fee. He attended a meeting and it was a discussion item. The thinking was that Pleasant Grove will appeal. Between now and next year, the legislatures will work on a bill. Brady Brammer volunteered to help with it. It was not a guarantee, but the league was expecting.

Council Member Scott L. Smith asked if the appealed legislature did not fix it and they lost, if it would affect other cities.

City Attorney Rob Patterson said yes it would. A challenge to a fee could be easily made, and the same for XYZ reasons and the judicial support would be there to say the particular tax (in this case the fee was determined to be a tax) was improper. Each case would be case by case; however, it was binding in a

way a district court ruling was not. There was very little guidance in the code and supreme court. Fees were imposed for specific services and the spectrum between taxes and fees was not specific. Test cases were pushing it forward. Transportation fees were legal. But the question was about why the City would make something a fee rather than a tax.

Council Member Scott L. Smith said a lot of cities had fees. There was some risk in the interim.

City Attorney Rob Patterson said there was risk by charging fees. Taxes were difficult as well, but somewhat safer because of the regulations in place. He restated the issue above.

Mayor Mann said it was too short to get anything done this year in legislature.

Council Member Scott L. Smith said perhaps they should be careful about new fees.

Mayor Mann shared a flyer regarding a seminar with Dr. Scoresby teaching parents how to raise and do things to help children be emotionally resilient and self-reliant. He encouraged the Council to attend.

d. Future Meetings

- March 3, City Council Meeting (Cancelled due to Elections)
- March 10, Special City Council Meeting, 7:00 p.m., City Hall
- March 17, City Council Meeting, 7:00 p.m., City Hall

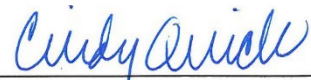
ADJOURNMENT

Mayor Rod Mann called for a motion to adjourn.

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

The meeting adjourned at 9:27 p.m.

I, Cindy Quick, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on February 18, 2020. This document constitutes the official minutes for the Highland City Council Meeting.



Cindy Quick, MMC
City Recorder



HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, March 10, 2020

Waiting Final Approval

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

PRESIDING: Mayor Rod Mann

COUNCIL MEMBERS

PRESENT: Timothy A. Ball, Brittney P. Bills, Kurt Ostler, Kim Rodela (attending electronically), Scott L. Smith

CITY STAFF PRESENT: City Administrator / Community Development Director Nathan Crane, Assistant City Administrator Erin Wells, Finance Director Gary LeCheminant, City Engineer Todd Trane, Planner & GIS Analyst Tara Tannahill, Library Director Donna Cardon, Fire Chief Reed Thompson, and City Recorder Stephannie Cottle

OTHERS: Kim Hampton, Venice Hampton, Dana Erskine, Halla Walch, Michael Walch, Doug Cortney, Wesley Warren

7:00 PM REGULAR SESSION (CITY COUNCIL CHAMBERS)

Call to Order – Mayor Rod Mann

Invocation – Sarah Ostler

Pledge of Allegiance – Council Member Timothy A. Ball

The meeting was called to order by Mayor Rod Mann as a regular session at **7:01 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 Youth City Council Member Sarah Ostler and those assembled were led in the Pledge of Allegiance by Timothy A. Ball.

1. UNSCHEDULED PUBLIC APPEARANCES

There were none.

2. PRESENTATIONS

a. City Youth Council Presentation – City Youth Council Member

Halla Walch said the City Youth Council had met twice and those meetings had gone well. She said that on Tuesday March 17th they are planning a dinner with the City Council and the Youth Council's Government Committee. In addition, the Youth Council's leadership has an upcoming retreat at USU. In regards to upcoming events they have the Easter Egg Hunt and an Arbor Day Tree event.

Council Member Kurt Ostler requested more information regarding the dinner between the City Council and Youth Council. Sarah Ostler clarified that there would be light appetizers prior to the meeting so Council Members should not come completely full. She explained that there were only five members on the Government Council and they simply wanted to get to know the City Council and have the opportunity to ask questions. She said they would send the Council details in an email.

b. Highland City 2019 In Review – Mayor Rod Mann

Mayor Rod Mann provide a presentation about Highland City in 2019. He said that Highland City was in the news over 42 times through local newspapers and television stations, as well as papers outside the state (including U.S. News and World Report).

He listed the subjects of interest: (1) public safety (that Highland was the second safest city in Utah); (2) the Lone Peak High School scare and the active shooter drill; (3) the story about a burglar that turned out to be a turkey; (4) Highland passed the value of human life resolution that was picked up by the Associated Press; (5) the public safety fee and (6) residents John Dougal and Dr. Parker. Dr. Parker was featured for his installment in the American Fork Hospital Hall of Fame and had delivered 7,800 babies throughout his career.

Next, Mayor Rod Mann highlighted the efforts of staff to communicate with residents in 2019. He said they held 26 meetings in total, 12 of which were the Meet with the Mayor meetings. In addition, they held open houses around parks, traffic issues, the Boyer project, meet the candidate events, as well as a debate. He said the open houses were both well attended and effective, especially the Boyer Ridge View open house.

The City worked on eight miles of road and pushed off the 9600 North project to 2020. Lots of progress has been made as they enter into the third year of the seven-year plan. During the meetings that addressed traffic, they were able to use data provided by the Traffic Council that showed that both traffic counts and traffic speeds have increased. Charts provided by the Traffic Council help them show residents how traffic volumes and speeds on their streets compare to the major throughways in Highland, such as 9600 North.

In regards to City projects, the sewer line in Pheasant Hollow was finished with the intention of focusing on Hidden Oaks in 2020. The lift station at Victor View remains an ongoing project. A container was installed for quarterly pickup at the cemetery to store items after clean-up. The Mayor noted the new website design and highlighted design projects completed by Todd Trane, City Engineer, including Canal Boulevard, the salt storage building, the park maintenance building, the 9600 North sewer line, the water line at Knight Avenue, and the redesign and rebuild of Country French Detention Basin.

The City Council added a committee focused on trail maintenance, implemented a public safety fee, started a partnership with the Lone Peak Business Alliance, established a short-term rental ordinance, approved the Ridgeview development. City Council did not approve the aqua park and the 25 pickleball courts based on resident feedback.

In regards to the Council's voting statistic, 86% of the time the Council votes with a super majority – a 3-1, 4-1 or unanimous vote. 83% of the time the Council passes the action item. 12% of the time the action item is continued to a future meeting so that the Council can gain more information. The Council only denies action items about 3.5% of the time.

When Mayor Rod Mann looked at the City's social media presence he found that they reached 5,000 people through that channel. The City posted 268 posts, more than one per working day. When he looked at reach,

clicks and reactions he found that posts about the arrival of Macey's to town had the most engagement, followed by the fact that Highland was the second safest city in Utah, and the Silent Santa event. Although there were only nine people who attended that event it received a lot of positive comments from those who attended as well as other residents who thought it was a great idea.

Mayor Rod Mann, said that the City has their own YouTube channel. The top videos were Kim (885 views), Brittney (843 views) and Public Safety (445 views). He said that the most viewed City Council meetings were the July 18th meeting on human life, the August 6th meeting on the flex office, and the December 3rd meeting on large connectors. The Mayor said that in 2020 they should see higher views as the channels curator's two-minute Tuesdays were very entertaining and watched by a lot of people.

The City held 11+ events including the Fairytale Ball, Kids Night, Senior Appreciation Dinner, Volunteer Appreciation, Hometown Holiday Christmas Tree Lighting, Silent Santa, Storytime with the Mayor and his Wife, to name a few. He also stated that there was a very nice Veterans Day Ceremony.

Council Member Scott L. Smith thanked the Mayor for presenting.

3. CONSENT ITEMS

- a. **ACTION: Approval of Meeting Minutes** *Administrative*
Regular City Council Meeting January 21, 2020 and February 4, 2020
- b. **ORDINANCE: Repealing Several Chapters of the Municipal Code Relating to Outdated Impact Fee Requirements** *Legislative*

The City Council will consider a request by Highland City Staff to repeal Chapter 3.10 Facilities Impact Fees, Chapter 3.12 Sewer Treatment Facilities Impact Fees, Chapter 3.16 Roadway Facilities Impact Fees, Chapter 3.20 Recreation and Trails Impact Fees, Chapter 3.24 Sewer Impact Fees, Chapter 3.28 Pressure Irrigation Impact Fees, Chapter 3.36 Northwest Annexation Area; Impact Fees of the Municipal Code. This action does not repeal the existing impact fees. The City Council will take appropriate action.

Council Member **Kurt Ostler** *MOVED* to approve consent items 3a and 3b.
Council Member **Scott L. Smith** *SECONDED* the motion.

The vote was recorded as follows:

| | |
|----------------------------------|-----|
| Council Member Timothy A. Ball | Yes |
| Council Member Brittney P. Bills | Yes |
| Council Member Kurt Ostler | Yes |
| Council Member Kim Rodela | Yes |
| Council Member Scott L. Smith | Yes |

The motion passed 5:0.

4. ACTION: ZONING APPROVAL FOR A RESIDENTIAL CARE FACILITY FOR ELDERLY PERSONS *Administrative (15 minutes)*

The City Council considered a request by Dana Erskine for zoning approval for an 8 bed/8- person residential care facility for elderly persons located at 5159 West 11000 North. The City Council took appropriate action.

Tara Tannahill, Planner & GIS Analyst, explained that the request is for a residence for elderly persons. She said an elderly is considered to be anyone older than 60. She said that the property was in the Alpine Country Club subdivision that is currently zoned R140. Residential care facilities for elderly persons are within the permitted use in the development. She said that one requirement of the use is that there cannot be two facilities of the same use within three quarters of a mile of another similar facility. She said the closest facility to the proposed residence was .94 miles. With the request they are providing six parking stalls as part of the code requirement. They would house up to eight persons, but don't have those residents currently listed as they are still going through the state requirements. The homeowner and applicant currently occupies the residence and would be the live-in manager. A registered nurse would visit the facility three days a week, as well as four other CNAs. The visitation hours would be 7:00 am - 8:30 pm, Monday through Sunday.

Dana Erskine, applicant for the care facility was available for questions.

Mayor Rod Mann said that he had talked with one of the applicant's neighbors a couple of houses east of the property who said that the applicant was a very vivacious and vibrant person.

Council Member Scott L. Smith said that this was a trend of the future as the population ages and that he knows that group homes have been very popular and supportive. He was concerned about parking issues. He asked if the six parking stalls also included the two spaces in the garage. He wanted to know how many residents they anticipated would still be driving and parking there and how they would accommodate staff and visitors.

The applicant said none of the residents would park there. She explained that as it stands now they have five parking spaces, two in the garage and three in the driveway. They wanted to add at least one more to meet Highland City's requirement of six spaces. Ms. Erskine explained when she had her landscape design completed, they discovered they could add two more parking spaces, making seven in total. She displayed the landscape plans and the area they intended to turn into concrete for the spaces, including a spot that is ADA accessible. Ms. Erskine said that based on her research on other facilities like this in the country, there are usually two staff members at a time at the house, or one or two visitors, such as a family member or outside provider. Typically, at most, only four spaces would be occupied. She addressed how she would change the landscape so the parking remained attractive and blended in with the feel of the rest of the neighborhood. The applicant also spoke with Fire Chief Reed Thompson regarding emergency personnel access.

Council Member Kurt Ostler wanted to know the dimensions of the landscape the applicant would need to remove to accommodate the parking. She stated that it was 18 feet. Council Member Ostler asked City Administrator Nathan Crane and Planner Tara Tannahill if 18 feet was enough to accommodate the parking. Dana Erskine, applicant, clarified that they had more than 18 feet available and that with the converted area they could fit two spaces that were 18 feet long and nine feet wide, the minimum requirement for a parking space. City Administrator Nathan Crane confirmed that this was the minimum requirement.

Council Member Kurt Ostler said that when he visited the applicant's neighbors, none of them were against it. Their only concern had to do with public safety and fire truck access.

Reed Thompson, Fire Chief, said that due to the small number of residents, a maximum of eight, he did not feel they would be there that often. He said there was some challenge with it being on the highway and limited room to park emergency vehicles. Because of this, if they did have to stop there, they would secure the road to provide safety.

Council Member Scott L. Smith said a lot of the homes in the area were no longer ideal residential homes. He felt this is a good use of one of the homes. He wanted to know why the applicant had to declare that the facility was not close to a nuclear power plant.

Dana Erskine explained that she had to use the template required by the state to get their approval first. Part of that template was to declare that they were not near a nuclear power plant. Ms. Erskine the reassured the Council that residents will not be driving. She also emphasized that there will not be noise or parties. She stated that it is her understanding of these types of facilities that if a resident can drive, they do not qualify to be in her facility.

Council Member Kurt Ostler asked if someone would be present 24 hours a day. The applicant said that she would be. Council Member Ostler said this brought into question some of Highland City's code. He said that under R1-40 zoning 3-4-102 Permitted Uses, Item #11 states that "(i) no more than four unrelated persons may occupy a residential facility, including elderly persons, that include a paid 24-hour occupant or staff or (ii) no more than eight unrelated residents may occupy a home or family type environment consisting of a common household."

Nathan Crane, City Administrator, clarified that the code was reviewed when staff received the application, staff interpreted that the application was permissible based on part two of that section of the code.

There was discussion between Council Member Kurt Ostler and Council Member Scott L. Smith regarding the code. Nathan Crane, City Administrator, said Federal and State requirements must be followed by City requirements. As such, it was interpreted that there could be eight residents. Council Member Ostler said that this application included eight residents plus a staff member, making nine residents total. In response Nathan Crane, City Administrator, said staff are clarifying this section of the code to be in alignment with state and federal law. Council Member Ostler wanted to know if the project met with state and federal law. Mr. Crane said the applicant would not get a license if it did not meet state and federal law.

Council Member Kurt Ostler further referenced item E of the code which states, "residential facilities for elderly persons shall be owned by one of the residents or by an immediate family member of one of the residents or be a facility which the title has been placed..." He said he wanted to better understand which law conflicted with Highland City code.

Nathan Crane, City Administrator, said our ordinance is in conflict with federal and state law. He asked the Council to look at the staff recommendations, item #2 which established a maximum of eight individuals. He further explained that Rob Patterson, Attorney, had sent an email to respond to the issue of the #5 stipulation. He recommended not strictly enforcing this and that the Council focus on more neutral issues such as parking and access. Mr. Crane said that when the application came in and he and Attorney Rob Patterson worked through the different stipulations and they did find inconsistencies. They discovered that Highland's code was not consistent with state and federal code.

Council Member Kurt Ostler expressed concerns that Highland's code wasn't matching State code. Nathan Crane, City Administrator said the Council needed to trust the City's Attorney, Rob Patterson.

Nathan Crane explained that the limit to eight people per household has to do with the number of residents, but that in terms of federal and State law, facilities are granted licenses based on the ratio of residents to staff present. He said that State code allows for up to sixteen residents for this type of R1 zoning, but because Highland's code restricts residents to eight, that was the maximum occupancy staff set on the application.

Council Member Brittney P. Bills asked if the facility would allow for memory care. The applicant said that memory care is considered by the state as type two care and therefore was not allowed by the State of Utah to be offered in a residential home.

Council Member Kurt Ostler asked if there were concerns that residents might leave the facility and be hurt on SR92. The applicant said that right now the home is not completely fenced, but would be prior to accepting residents. In addition, the applicant is in the process of purchasing technology that would provide each resident with a wearable monitor to be able to locate the residents at all times, and will also notify staff anytime doors or gates were opened. She furthered that each of the monitors have GPS systems included in them that would allow staff to locate residents should they wander off.

Council Member Kurt Ostler said this addressed what the City calls safety and surveillance operations. He stated that when the Council made their motion they would like to include this system as a stipulation for the facility. The applicant explained that it was a requirement of the State to have that type of system, not only to alert to falls, but so that there is an intercom system to alert residents of fires and emergencies. She mentioned that the staff work station would be in the front of the kitchen allowing staff to quickly access the front door and front gate.

Council Member Kurt Ostler asked if Fire Chief Reed Thompson would be reviewing the safety of the facility as a part of their annual review. Reed Thompson, Fire Chief, said they would conduct a standard business inspection as if it was a commercial occupancy. The State's inspection was separate from that.

Council Member Scott L. Smith stated that he really appreciated Council Member Ostler's concerns, but also wanted to emphasize that he felt these types of homes were very positive and provided examples of patients who did well in these types of facilities. That said, he shares concerns with the busy highway.

Dana Erskine, applicants, spoke about the benefits of small group living as opposed to larger assisted living facilities with 70 or 80 residents who are often overwhelmed. In this type of environment residents feel like they are at home that allow them to create stronger friendships and relationships. Ms. Erskine stated that the emphasis in the home was not illness and disability, but wellness and ability with strong encouragement for residents to stay in the community. She talked about the volunteering and programming opportunities that the home would prioritize to bring people outside of the residence to participate. In addition, Ms. Erskine said that every other week she is offering a free lunch for resident's family members to encourage her residents to be visited.

Council Member Kurt Ostler asked about how residents pay for this type of facility. Ms. Erskine said that there would be seven or eight different avenues for payment, including Medicare, pension, investments, the VA, etc.

*Council Member **Scott L. Smith** MOVED that City Council accept the findings and approve the request for zoning approval on an 8 bed/8 resident group home for the elderly subject to the following stipulations recommended by staff, as well as the safety and surveillance stipulations as have been discussed.*

1. *The use shall comply with site plan and project narrative date stamped February 18, 2020 except as modified by these stipulations.*
2. *The number of residents shall be determined through the state licensing process, but shall not exceed eight.*
3. *The facility shall only provide care for the elderly.*
4. *No exterior changes will be made that would alter the residential character of the property.*
5. *Exterior signage that would identify this site as a group home shall not be permitted.*
6. *The existing garage shall not be converted from vehicle parking to living area.*
7. *All Fire Code and Building Code requirements shall be met.*
8. *The applicant shall provide the City with a copy of a valid license from the Utah Department of Health prior to receiving a certificate of occupancy for a group home.*

Council Member **Kurt Ostler** *SECONDED* the motion.

The vote was recorded as follows:

| | |
|----------------------------------|-----|
| Council Member Timothy A. Ball | Yes |
| Council Member Brittney P. Bills | Yes |
| Council Member Kurt Ostler | Yes |
| Council Member Kim Rodela | Yes |
| Council Member Scott L. Smith | Yes |

The motion passed 5:0.

5. ACTION: AWARDING OF THE SPRING CREEK PARK CONSTRUCTION BID
Administrative (15 minutes)

City Council considered a request to approve the bid from S&L, Inc. for the construction of Spring Creek Park in the amount of \$390,000.00, as well as to authorize staff to purchase the playground equipment, pavilion, and other site fixtures for an amount not to exceed \$95,000.00. The City Council took appropriate action.

Erin Wells, Assistant City Administrator, said the Spring Creek Park had been a park under discussion for a while. She explained that in 2019 staff came to the Council with an amended master plan to try and reduce some costs, but also to provide amenities requested by the neighborhood including, a pavilion large enough for four picnic tables, something closer to the edge of the street, and a large grass area. To do this staff reduced the size of the playset and removed the perimeter fence. She explained that they receive five bids ranging from \$390,000 to \$540,000 with S&L Inc. providing the lowest bid. Ms. Wells stated staff had worked with them before and felt good about working with them in the future. Ms. Wells then provided images of the design of the park.

Nathan Crane, City Administrator, reiterated that the lowest bid was from S&L Inc. with construction costs totaling \$390,000. Staff removed equipment purchases totalling \$95,000 because the City could save some costs by purchasing items through a state contract. He stated that they also have a donation from the Highland Foundation of \$15,000 for the pavilion. He reminded the Council that the original budget was targeted at \$375,000 that leaves staff with a 95,000 shortfall that would be made up through the sale of the Spring Creek Park property.

Council Member Kurt Ostler stated that he noticed that a trail was included in the park design. He asked staff to speak to past discussion about the trail and what decision was made about it. Nathan Crane, City Administrator, responded that when the park was originally designed in November of 2018, the design

included a trail around the park. To save costs, and meet the \$375,000 budget as was directed by the Council, the trail was removed. Then, based on resident input, it was added back into the park design at the direction of the council.

Council Member Scott L. Smith said that he was a proponent of the trail as it gives something that older individuals can do and would add to the park. He verified that it would be an asphalt trail.

Nathan Crane, City Administrator, confirmed the trail material and that they would utilize sod. He stated that hydroseeding would save about \$20,000, but because of the time to germinate and establish and the difficulty in keeping patrons of the area for the grass to establish they felt that sod was the best choice.

Mayor Rod Mann Trail said that another good thing about the trail was that it provided access to parents with strollers.

Council Member Kurt Ostler summarized that the issues under discussion were the hydroseeding at a \$20,000 savings versus grass, and if the \$48,000 cost of the trail was worth adjusting the bid, or if they should move forward despite residents' input. He also felt that they should thank the Highland Foundation for coming up with money for this project.

Council Member Scott L. Smith said he would pass the thanks on to the rest of the board.

Council Member Kim Rodela said staff did a great job on getting bids and she recognizes that staff always tries to get the best deal they possibly can.

Council Member Scott L. Smith had a few remaining questions. First, he asked about the difference between sodding versus hydroseeding. He said it was his understanding that while hydroseeding was nice it was hard to do in summer when it was hot as it requires a lot of water. In addition, they would need to be fenced off to keep kids off the new grass. That would be its own cost. Nathan Crane, City Administrator, confirmed there would be costs which they tried to estimate and include in the net savings. However, he said that there would be unaccounted costs for watering, monitoring, and re-seeding. Given how busy staff tend to be during the summer, he felt they shouldn't be pulled away from their duties to watch grass seed.

Council Member Kurt Ostler asked about the project's timeline.

Nathan Crane, City Administrator, stated they estimate substantial completion by June 1, contingent upon manufacture of pavilion.

*Council Member **Scott L. Smith** MOVED that City Council accept the bid from S&L, Inc. for the completion of Spring Creek Park in the amount of \$390,000 and authorize staff to purchase the playground equipment, pavilion, and other site fixtures for an amount not to exceed \$95,000 and authorize the Mayor or City Administrator to execute the necessary documents for the project. Council Member **Timothy A. Ball** SECONDED the motion.*

The vote was recorded as follows:

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|---|------------|
| <i>Council Member Timothy A. Ball</i> | <i>Yes</i> |
| <i>Council Member Brittney P. Bills</i> | <i>Yes</i> |
| <i>Council Member Kurt Ostler</i> | <i>Yes</i> |
| <i>Council Member Kim Rodela</i> | <i>Yes</i> |
| <i>Council Member Scott L. Smith</i> | <i>Yes</i> |

The motion passed 5:0.

6. ACTION/RESOLUTION: MORATORIUM ON AGRICULTURAL CONNECTIONS TO PRESSURIZED IRRIGATION SYSTEM *Administrative (10 minutes)*

The City Council considered a request for a moratorium on request for connections to the Highland City's Pressurized Irrigation System for agricultural users under Section 13.30.082 of the Highland City Municipal Code. The Council took appropriate action.

City Administrator Nathan Crane explained that Council Member Scott L. Smith had requested this moratorium on the pressurized irrigation system. He reminded the Council that they had already approved two connections. This moratorium would not affect those already granted, but would prohibit any additional requests.

Council Member Scott L. Smith stated that Todd Trane, City Engineer, made a compelling argument that Highland's pressurized irrigation system was not set up to support incoming agricultural properties. He felt that they could gradually improve the pressurized irrigation system to accommodate properties that will eventually be developed and come into Highland City.

Council Member Kurt Ostler asked if they needed to have a time constraint on the moratorium.

Nathan Crane, City Administrator, said that because it was not a land use item they did not need a time constraint. It was only on land use items that they had a six-month restriction.

*Council Member **Kurt Ostler** MOVED that City Council puts a moratorium upon connections for agricultural users outside the City's boundaries to the City's pressurized irrigation system and authorize City Council to pass resolution R-2020-08 pertaining to resolution of Highland City establishing a moratorium for new requests for agricultural connection under 13.30.082 Agricultural Connections of Highland City Municipal Code. Council Member **Scott L. Smith** SECONDED the motion.*

The vote was recorded as follows:

| | |
|---|------------|
| <i>Council Member Timothy A. Ball</i> | <i>Yes</i> |
| <i>Council Member Brittney P. Bills</i> | <i>Yes</i> |
| <i>Council Member Kurt Ostler</i> | <i>Yes</i> |
| <i>Council Member Kim Rodela</i> | <i>Yes</i> |
| <i>Council Member Scott L. Smith</i> | <i>Yes</i> |

The motion passed 5:0.

7. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

a. Victor View Lift Station Update

Todd Trane, City Engineer, said that staff tried to narrow down the problem areas at the Victor View Lift Station. He explained that there are sewer lines that come down from Stevens Lane from the North and South to a manhole, then goes through Caitlin Circle to the lift station. He said staff have placed devices to determine where the location of the problem. Originally staff believed the problem was on the north leg, but

have since discovered that the pipe was backing up in the cul-de-sac and from the south leg. In response the sewer team has rebuilt the pumps and continues to monitor the situation. He said that despite trying to find the source, the problem will not go away with simple solutions.

Mr. Trane felt that the best long-term solution was that the sewer needed to be diverted from its current path to Canterbury. He explained that the reason why this was not done before was that Canterbury did not exist in 1994 when the subdivision was constructed. This was estimated to cost \$300,000. He stated that the City already has most of the utility easements, but would need to purchase an easement from the Robert's residence. He said that in the long term all of the lift stations will require maintenance and eventually need to be re-built. Staff does not feel that the Victor View station has reached its full life yet; however, it would be money well spent to eliminate the problem so that staff does not need to continue the short-term maintenance and monitoring. The costs to abandon the lift station would be \$300,000. Currently the City is spending \$50,000 on maintenance, man hours and parts. Thus, based on current costs, in five to six years the \$300,000 would be covered.

A Council Member asked if the \$50,000 were typical for all lift stations or specific to Victor View. Todd Trane, City Engineer, said they were very specific to Victor View. He said that the other lift stations do have ongoing maintenance, but that they only have about \$10,000 in budget for all five lift stations. He said that when they can rebuild lift stations, it is money well spent that ends up being savings in the City's operations over the long run. In addition, he said that the City can't currently function with this level of oversight and maintenance. He said that it has caused too much wear and tear on staff to monitor this station. Staff designed a device to put into the manhole to try and catch some of the sewage. Staff are now designing something to put on the baffle wall to use the wet well as a catch. He said it is only a temporary solution to buy staff two or three weeks before it needs to be cleaned out, but it is an in-house solution. If the Council approved the \$300,000 expenditure, it would be four to five months before a new sewer line could be in place.

Council Member Scott L. Smith said that it was probably a good solution, but that it did not stop people from throwing inappropriate things into the sewer. He also stated concern about the sharp corner proposed in the new sewer pathway. He wanted to know what would keep debris from gathering there.

Todd Trane, City Engineer, said that clogs would be an ongoing problem if people are flushing things they shouldn't. The industry throughout the country struggles with these issues. Flushable wipes just are not flushable and the problem will also need to be overcome through public education; however, the solution is to remove the lift station. TSSD has much heavier equipment to handle items like flushable wipes.

Council Member Scott L. Smith expressed concern about just shifting the problem to Canterbury.

Council Member Kurt Ostler was concerned about the angles of the line and if the pump truck would be able to have access.

Todd Trane, City Engineer, said that it would have to be maintained from the manholes on each side. He stated that there are already hundreds of 90-degree turns in the City.

Council Member Kurt Ostler wanted to know what communication has been done to the residents.

Todd Trane, City Engineer, said that flyers had been distributed on every door three times, that he personally walked the subdivision twice. In addition, they have advertised on social media. He said that it helps for two to three days and then it happens again. Part of the problem is that sewer is meant to go downhill, but

topographically that wasn't possible for this subdivision. Since then they have required subdivisions to provide individual pumps.

Council Member Scott L. Smith questioned about how the City would fund this: i.e. from the Sewer Fund, Enterprise Fund of the General Fund.

Todd Trane, City Engineer, said that they currently did not have money in the Sewer Master Plan for the project so they are asking for the guidance of the City Council. He explained that they have several projects slated in the Sewer Master Plan, some of which they have to do in relation to the Boyer Project, but staff would support holding off on those as this was their number one priority right now. Despite this, it is still a \$300,000 project that wasn't accounted for in the Sewer Master Plan. Staff are currently working on a utility rate study for sewer and are happy to incorporate this in to the rate if the Council felt that the City as a whole should pay for the \$300,000.

Council Member Kurt Ostler said that because this was a topic that he had a personal interest in he declared a conflict of interest and excused himself from the conversation.

Council Member Brittney P. Bills expressed appreciation to staff for their work. She said that she went out on a sewer tour last week and learned a lot. She said that they needed to consider the amount of time that staff were spending on this problem is time that staff cannot be engaged in other maintenance. She said she would walk the neighborhood to help spread the word.

Council Member Kim Rodela said that they needed to decide if removing the lift station fell to the responsibility of the City or to the residents. She said the Council needs to decide who is going to shoulder the costs.

Mayor Rod Mann suggested they make some projections and look at what the cost would be to maintain the Victor View lift station over 10 years and the cost to rebuild it and then use that as a factor to determine which costs residents should bear. He said that the neighborhood who is contributing to the problem should bear some of the burden.

Council Member Scott L. Smith agreed with the Mayor.

Todd Trane, City Engineer, said that there was general maintenance on the other lift stations but they are spending 50 times more time at Victor View than before. He said that he and City Administrator Nathan Crane had discussed conducting a mandatory neighborhood meeting because current outreach has been insufficient. Staff is moving forward right now with temporary fix to some buy time. He said ultimately, they either need to rebuild lift station or bypass it.

Council Member Timothy A. Ball said that he didn't want to set a precedent that a particular region or area is responsible for bearing the cost/burden. Should a project arise in another part of the City that residents would say is not in their region and would be unwilling to contribute to funding those projects. He was concerned this would set a precedent that would lead to the regionalization of costs, as opposed to thinking of the City as a whole.

Council Member Scott L. Smith said that they need to change behavior which required compromise.

Council Member Kurt Ostler said that there needed to be more accountability to ensure that residents received educational materials. He said that they needed a letter from the City that was hand delivered and staff mark that each home received it.

Todd Trane, City Engineer, said that it was challenging to get to everyone, but the last time the hand delivered fliers to those who answered their door. He asked what the Council recommended for future communication: continue to knock on doors, a mandatory meeting, etc.

Mayor Rod Mann said that a mandatory meeting would be appropriate. Council Member Kurt Ostler said that elderly people in area that won't be able to make it to a meeting

Todd Trane, City Engineer, responded that he agreed that no matter how diligent they are about education some of these materials are still going to end up in the sewer. It seems the other lift stations handle the small number of items better, but this station does not and that is why, in addition to education, they also need a technical solution either by rebuilding the station or bypassing it.

Council Member Kurt Ostler said that he was concerned about the design of this lift station which was shallower than the design of other stations in the area.

Todd Trane, City Engineer, said that it is similar in design to other lift stations. However, the wet well depth was shallower than the others. He said it is the City's oldest lift station. Even though the pumps are brand new, it's probably just a poor design. He asked if today staff has the support from the City Council to move forward with creating a plan to eliminate the lift station.

Council Members Scott L. Smith, Kim Rodela and Britney P. Bills gave support to eliminate the lift station. Council Member Kim Rodela said in the meantime she would like to hold a mandatory meeting and keep track of who was in attendance and who was absent and then have staff speak to the individuals who were not present. Council Member Britney P. Bills suggested that they have the meeting in the neighborhood location. Council Member Kurt Ostler said that he would be happy to host it as his home.

b. UTOPIA Update

Mayor Rod Mann wanted to voice in the public meeting that after conversations with the Council there was just not support to back a 27-year bond to support the installation of Utopia Fiber internet. He said that he did meet with other providers such as AF Connect, an internet provider out of American Fork, that already have a fiber line and could provide options for the City to allow new subdivisions to contract with them. In addition, he connected with the President and CEO of Utah Broadband, a microwave-based internet service provider that uses a fiber backbone, with the UTOPIA Fiber folks.

Council Member Kurt Ostler said that after they talked with AF Connect they found out that there was fiber coming out of American Fork, down 6000 West that comes up 10400 and comes down 5600 down to SR92. He said that this means that there is already fiber in that area of Highland.

Mayor Rod Mann said if the neighborhoods in those areas were interested in committing to the fiber service it could be run down poles to be made to residents in those areas.

Council Member Kim Rodela said that Canterbury South does not have Comcast, except for one street where a resident works for Comcast.

Council Member Kurt Ostler said that when they spoke with AF Connect, one of the biggest costs was that they had to dig in the ground to install the fiber lines. He said that there were already power poles going along 10400 that would make the cost much cheaper to run down poles than dig in the ground.

Mayor Rod Mann provided another update that on Thursday, March 12 at 7:00 p.m. at Lone Peak High School there would be an Emotional Self-Reliance Seminar. He said that would be in two parts, the first offered by Dr. Brent Pugh on the impact of screen time on us and the second by Dr. Lynn Scoresby about what you can do as a parent to raise emotionally resilient children. He asked about the format of the following Council Meeting.

Nathan Crane, City Administrator, said that it would be a combination of a Work Session and Action Meeting. He said there was an item about bond adoption as well as the garbage contract.

c. Mountain Ridge Construction Plans

Nathan Crane, City Administrator, said that they had originally planned to discuss the Mountain Ridge Construction Plans with the Council, but due to attention to the Public Safety Budget, staff was not ready.

d. Additional Items

Council Member Scott L. Smith stated that there had been a lot in the media about COVID-19. He said that they are in a preparation phase, but wanted people to know that the CDC had pushed out test kits and that Highland was able to test for the virus in their labs, despite trying to be selective about who was tested. He recommended that the most effective thing was to invest in Clorox wipes, and to keep surfaces clean and try not to touch one's face. Quarantine measures will probably be necessary as well as possible social distancing. He talked about how kids tend to be carriers, but don't tend to die from COVID-19. He suggested people continue with their routines, but to be careful, not panicked.

e. Future Meetings

- March 11, 6800 West Open House, 6:00 pm, City Hall
- March 17, City Council Meeting, 7:00 pm, City Hall
- March 24, Planning Commission Meeting, 7:00 pm, City Hall
- March 31, City Council Meeting, 7:00 pm, City Hall

ADJOURNMENT

Mayor Rod Mann called for a motion to adjourn.

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

The meeting adjourned at 8:48 PM.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on March 10, 2020. This document constitutes the official minutes for the Highland City Council Meeting.



Stephannie Cottle
City Recorder

DRAFT



HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Thursday, March 12, 2020

Waiting Final Approval

Highland City Main Conference Room, 5400 West Civic Center Drive, Highland Utah 84003

Presiding: Mayor Rod Mann

Council Members Present: Council Member Timothy A. Ball, Council Member Kurt Ostler, Council Member Scott L. Smith

Council Members Attending Electronically: Council Member Brittney P. Bills, Council Member Kim Rodela

City Staff Present: City Administrator/ Community Development Director Nathan Crane, AICP, Assistant City Administrator Erin Wells, Fire Chief Reed Thompson, Police Chief Brian Gwilliam, Library Director Donna Cardon, Recorder Stephanie Cottle, Treasurer Candice Linford

The meeting was called to order by Mayor Rod Mann as an Emergency Session of the City Council at 6:04 pm. Scott Smith offered the opening prayer.

6:00 PM EMERGENCY SESSION *(Highland City Offices - Main Conference Room)*

Meeting was actually held in Council Chambers

1. DISCUSSION: HIGHLAND CITY’S RESPONSE TO GOVERNOR HERBERT’S RECOMMENDATIONS IN REGARDS TO COVID-19

The City Council discussed contingency plans for Highland City in order to comply with the Governor’s recommendations.

Nathan Crane, City Administrator, distributed a packet of materials about COVID-19. He explained that the governor held a press conference where he asked organizations to (1) encourage sick employees not to come to work and (2) to wash your hands. In additional, it was requested that citizens over the age of 60 not attend mass gatherings over 20 people, limit mass gatherings to groups of less than 100, and if you’re not healthy stay home. He emphasized the need for social distancing and to start working from home. Mr. Crane, provided examples of various organization’s responses: canceling Sunday services, colleges closing and moving classes online, other cities closing rec centers and libraries, etc.

Mr. Crane said that they had begun to draft Highland City's response. The document was provided to the Council. He explained that they have not figured out how to handle court yet. He said that staff would like to address a few situations and get the Council's input on how to proceed.

Reed Thompson, Fire Chief, explained that they placed an order to staff in regards to handling patients given that they would be going into homes with individuals who are potentially immune compromised or otherwise sick. He said that staff needs to be healthy to report to duty. He explained that they have a supply of protective clothing that will last for several weeks. Some additional items are on backorder for hazmat events.

In regards to responding to calls for service, the department has instructed the call center that anything that relates to cardiac pain, chest pain, cardiac arrest, headache or a "sick person" type call will be screened and patients will be asked additional questions from a card that had been created for dispatchers. Patients will also be screened from a distance upon arrival. He explained that although a normal medical call would include a fire truck and ambulance that currently the first arriving unit should send only two people. Following this, the fire department will work with medical control to decide if they will or will not transport the patient, as well as instruct where to take patient to. 911 services will continue as normal. He said fire and police will work collaboratively on medical calls and that personal protective equipment (PPE) will be on hand for both police and fire. In addition, staff have been instructed not to use the transport engine in Alpine for transporting a sick patient, because of the layout of the vehicle will compromise the cab area. Instead they will utilize the backup ambulance. The decontamination will happen outside the fire bay to ensure that any hazardous material is not brought into the living corridors. The department is also working with hospitals for feedback just in case they have a positive case. The department does have emergency food supply for fire department to get by for 30 days.

Nathan Crane, City Administrator, explained the precautions being made in City buildings and offices. They had implemented a plan for cleaning surfaces in the main office, as well as how to isolate the front counter to make sure that customers and employees are comfortable. Tim Ball spent a lot of time on the CDC website trying to figure out what is the truth. As a result, staff will begin taking credit card payments over the phone. In addition, they are considering what events need to be cancelled. Thus far those included the Easter egg hunt, on April 11th. John Hart is looking into videoing essential meetings so that people can attend remotely. Currently they intend to hold Planning Commission and City Council Meetings, but to cancel everything else. In regards to working with residents and developers, staff are trying to work as much as possible on the phone through FaceTime. Staff are also working on instructions on what to do if an employee comes in sick. Public Works was maintaining business as usual. In regards to handling Court, the next court date is March 19th. They usually have 20-25 cases. The Staff intends to look at the docket to see if there was anyone over 60 for whom they needed to make accommodations. He noted that the public defender and prosecutor are both over 60 so we will need to make accommodations. It was the Administrative Office of the Court that is making the decisions on whether to hold court. The Community Center has cancelled classes and will be closed until further notice. The Library has cancelled story time. Reed Thompson, Fire Chief, has recommended total closure. Staff are looking at means for alternative checkout as materials are available online, so that there could be drive-through checkout. In addition, they are trying to provide story time through Facebook live.

Donna Cardon, Library Director, said she would like to stay open. However, if the Council decides against it, will make accommodations.

Council Member Scott L. Smith said it was good that they were thinking ahead to make these accommodations. He felt that the nation was on the verge of panic. He stated that the disease was contagious and that it was the first he had heard that it passed through the eyes, but he felt it was important to help people calm down as opposed to looting stores and selling their stocks. He stated that there had only been six cases in Utah and that they didn't have any positive cases in Utah County.

Council Member Kurt Ostler asked Donna Cardon, Library Director, about e-books so that people could go online to download books to an e-reader. Ms. Cardon said that was true. If the library did close they would invest more in e-books. She said the library currently only has some e-books for children, but that most were for adults. She said there were 625 picture books available to children through Overdrive, compared to their hard copy collection of children's books which totals 8,000. She said she was most concerned about providing books for the kids.

Mayor Rod Mann said that he felt they could do the drive-in check out. Donna Cardon, Library Director, said she would be willing to do that if that was the Council's suggestion. She said they would create an online form for patrons to fill out their name, library card number and the books they wanted. Staff would fill the request, check the books out and have them ready to hand to patrons.

There was concern by the Council that employees might be at risk when checking books back in if the books had been in the home of individuals with COVID-19.

Ms. Cardon explained they had already instituted a policy where employees would use gloves and wipe down books with bleach solution.

Council Member Scott L. Smith said they should try out the drive-up, but if that doesn't work then shut down the library. He cited a news source that said that half of America will contract COVID-19 but countered that had not been the case in China. He stated that there was some hysteria and that it would be better to do things in stages and not assume the worst like everyone else.

Council Member Kim Rodela questioned what American Fork was doing with their library.

Nathan Crane, City Administrator, said Pleasant Grove will close their senior center, rec center and library; Provo did not; Lehi has closed their library, literacy center, and senior center; Springville had not decided yet on their library yet.

Council Member Kurt Ostler said that according to the American Fork website, the library was open to check in and check out materials, however all programs, meetings and events were cancelled until March 28th. They encouraged the use of online resources and to place holds on desired items so that they could be processed and placed on a holds shelf for pick up.

Donna Cardon, Library Director, said that could be an option for the Highland Library. She said the virus doesn't live very long on paper so they could quarantine books for 24 hours before putting back on the shelf.

Council Member Kurt Ostler recommended the books be quarantined for 48 hours.

Council Member Kim Rodela agreed with a 48-hour quarantine.

Council Member Brittney Bills agreed with shutting down the library

The Council agreed to close the doors and all programs, but to have a grab and go book bags, wash books and 48-hour book quarantine, with the intent to purchase more e-books. There was discussion about the value of the service the library could provide given the closure of schools and books.

Mayor Rod Mann talked about a seminar that was cancelled that night, as well as the negative impacts that screen time has on the body, including its impact on sleep.

The Council discussed more of the logistics of how to implement the drive-through pick up for the library.

Council Member Kurt Ostler recommended closing the entire community center for everything, as well as the Main Office and to keep the gates down. He asked about the policy not to take credit card information over the phone.

Nathan Crane, City Administrator, said they currently have a policy against taking credit card information over the phone, but that they would like to temporarily suspend that policy to allow citizens to make utility payments remotely. A council member asked if residents couldn't currently make payments online. A staff member said, that was available, but they wanted to give people an additional option if they were not good at online platforms.

Council Member Kurt Ostler said they have cancelled all events for this week and will revisit the Easter egg hunt in two weeks. He asked about essential meetings, including if City Council Meetings would remain open.

Mayor Rod Mann said meetings would remain open, but that they would encouraged people to use the live streaming. Council Member Ostler asked if there would be a way for people to ask question through the live stream. Nathan Crane, City Administrator, said they would try and have people submit questions through email and that there was a way for people to leave comments during the live stream itself.

Council Member Brittney Bills asked if these restrictions were for the next two weeks, to be revisited at the next City Council Meeting or if they were indefinite.

Council Member Scott L. Smith said they should revisit them every two weeks.

Nathan Crane, City Administrator, said it was an ever-evolving issue. He said that if it lasts eight weeks, then they'll have to have another discussion.

Donna Cardon, Library Director, asked if the changes would be instituted on Monday.

Nathan Crane, City Administrator, said they will have to decide when restrictions will be implemented.

Mayor Rod Mann wanted to know how long it will take to change the library. Donna Cardon, Library Director, said they could figure out the system tomorrow, but that they may need supplies such as book bags to make these changes. She felt she could get the form up by Monday with the first pick up later in the week. She said it will take a little while to figure everything out.

Council Member Scott L. Smith said that the decision as to if they will meet as a Council together will depend on what happens locally. He said if the virus is detected everywhere, they will have to meet from home. However, he said, he felt it was hard to have council meetings on the phone. He felt if you're sick don't come and call in, otherwise, keep your hands washed and come in for meetings.

Erin Wells, Assistant City Administrator, said that work-from-home is a possibility and they are looking into it.

The Council felt this was up to City Administrative Staff to decide. It was stated that while several staff have their own offices, people in shared office spaces would be more vulnerable.

Council Member Brittney Bills asked what they can do to help.

Erin Wells, Assistant City Administrator, had drafted a press release and the Mayor had drafted a letter as well. She asked the Council to re-share on their own social media and to help communicate with residents.

Council Member Kurt Ostler asked if Brian Gwilliam, Police Chief, has other ideas.

Brian Gwilliam, Police Chief, said they are following the same procedures as fire. They are limiting entry to homes and won't be responding to medical calls unless needed. They have cancelled all station tours and fingerprinting until further notice. In addition, they are promoting good hygiene, etc.

Council Member Kurt Ostler asked what can be done as a city if there are residents who don't have enough food, etc.

Brian Gwilliam, Police Chief, said they have very little storage themselves and would have to go to the stores, but they will help where they can. He said that they live in a great community where neighbors are willing to share if someone is truly in need.

Council Member Kurt Ostler, asked to please thank the police officers.

Council Member Kim Rodela asked if they should close the library now or if it was okay to stay open until Monday.

Council Member Scott L. Smith said he felt they could stay open until Monday.

Council Member Kurt Ostler said the Governor said business could stay open till Monday.

Mayor Rod Mann was concerned about budget items that needed to be passed at the next Public Safety Board Meeting.

Nathan Crane, City Administrator, said that the meeting wasn't scheduled until the second week of April so they would decide about if it could be held at the Council's next meeting on March 31st. He said that if the City continues to provide the meetings via live stream they needed to compensate Scott for doing so.

One of the Council Members phoning in asked about the requirements for providing closed captioning. Erin Wells, Assistant City Administrator, said they would investigate technology for live streaming. It was her understanding that YouTube, the service they intended to use, did provide closed captioning. However, the closed captioning doesn't happen live, but afterwards.

Council Member Scott L. Smith said this didn't make sense to him because they don't provide closed captioning, or have someone signing for someone who is hearing impaired currently. Erin Wells, Assistant City Administrator, said she understood that, but she did think there was an accessibility requirement that they should be meeting anyway.

Council Member Kurt Ostler said he has some contacts that could help.

ADJOURNMENT

Council Member Kurt Ostler MOVED to adjourn the Emergency Session and Council Member Scott L. Smith SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 6:50 PM.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on March 12, 2020. This document constitutes the official minutes for the Highland City Council Meeting.



Stephannie Cottle
City Recorder



CITY COUNCIL AGENDA REPORT

ITEM #2b

DATE: March 31, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Tara Tannahill
Planner and GIS Analyst
SUBJECT: **RESOLUTION** - Common Boundary Adjustment with Alpine City of 4.02 acres located at 6000 W Evergreen Way in Alpine (ANNEX-20-01).
Legislative

PURPOSE:

The City Council will hold a public meeting to consider a request by Millhaven Development to adjust the common boundary with Alpine City at approximately at 6000 West Evergreen Way. The City Council will take appropriate action.

BACKGROUND/ANALYSIS:

Staff has received a request to adjust the municipal boundary with Alpine City along the northern border located approximately at 6000 W Evergreen Way. Millhaven Development is proposing a boundary adjustment of 4.02 acres from Alpine City to Highland City in order to develop a 10-lot subdivision with Highland City. The property is currently being utilized as a tree farm. Sanitary sewer service cannot be served to the site by Alpine City. The City has capacity in its utility system to serve the property and proposed development.

A boundary adjustment is a *legislative* process.

CITIZEN PARTICIPATION:

No noticing requirements for this City Council meeting. Noticing requirements for future meetings will follow Utah State Code Section 10-2-419.

RECOMMENDATION AND PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** the boundary adjustment.

I move that the City Council accept the findings and **ADOPT** the resolution indicating the intent of Highland City to adjust a common boundary with Alpine City and set a date of May 31, 2020 for a public hearing on the matter.

ALTERNATIVE MOTION:

I move that the City Council **DENY** case ANNEX-20-01 a request for a boundary adjustment of a common boundary with Alpine City based on the following findings: (The Council will need to draft appropriate findings.)

FISCAL IMPACT:

This action will not have a financial impact on this fiscal year's budget expenditures.

ATTACHMENTS:

1. Resolution
2. Vicinity Map
3. Narrative
4. Highland/Alpine Common Boundary Map

ATTACHMENT 1:

RESOLUTION NO. R-2020-XX

**A RESOLUTION STATING HIGHLAND CITY'S INTENT
TO ADJUST ITS COMMON BOUNDARIES WITH ALPINE CITY, AUTHORIZING A
PUBLIC HEARING THEREON
AND PROVIDING FOR NOTICE OF SAID HEARING.**

WHEREAS, *Utah Code Ann.* § 10-2-419 establishes a procedure for adjustment of the common boundaries between adjacent municipalities.

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

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

WHEREAS, Highland City and Alpine City desire to adjust certain municipal boundaries in order to honor the stated request of the property owner as provided by State law.

NOW THEREFORE, BE IT RESOLVED by the City Council of Highland City that:

1. This resolution is passed indicating that the City Council desires and intends to adjust the common municipal boundaries with Alpine City in the locations set forth in Exhibit A.
2. The Highland City Recorder is directed to publish notice of the proposed municipal boundary adjustment once a week for three successive weeks in a newspaper of general circulation within the City.
3. The notice shall state the date, time and place of the public hearing which is May 31st, 2020 at 7:00 p.m. at the City Office.
5. The notice shall state that the City Council will adjust the boundaries unless, at or before the public hearing, written protests to the adjustment are filed by the owners of the private real property that:
 - A. Is located within the area proposed for adjustment;
 - B. Covers at least 25% of the private land area within the area proposed for adjustment; and
 - C. Is equal in value to at least 15% of the value of all private real property within the area proposed for adjustment.
6. The area proposed for inclusion (annexation) within Alpine City will be automatically withdrawn from each local district providing fire protection, paramedic and emergency services.
7. The area proposed for inclusion (annexation) within Highland City will be automatically withdrawn from each local district providing fire protection, paramedic and emergency services.
8. The first publication of the notice shall be within 14 days of the City Council's adoption of this resolution.

9. The provisions of this Resolution shall take effect upon its passage and publication as required by law.

ADOPTED by the City Council of Highland City, Utah this 31st day of March, 2020.

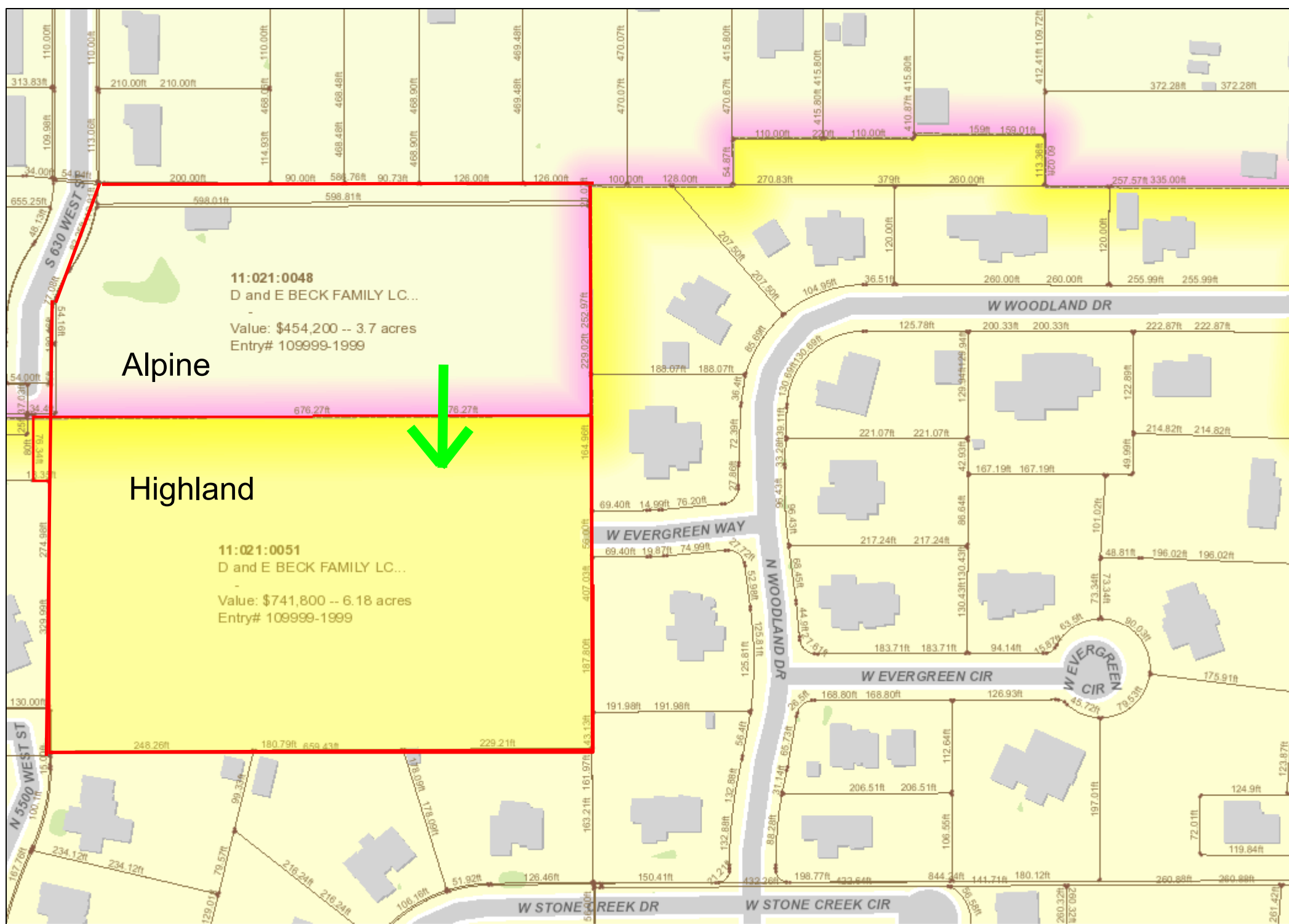
HIGHLAND CITY, UTAH

Rodney W. Mann
Mayor

ATTEST:

Stephannie Cottle
City Recorder

| COUNCILMEMBER | YES | NO |
|-------------------|--------------------------|--------------------------|
| Timothy A. Ball | <input type="checkbox"/> | <input type="checkbox"/> |
| Brittney P. Bills | <input type="checkbox"/> | <input type="checkbox"/> |
| Kurt Ostler | <input type="checkbox"/> | <input type="checkbox"/> |
| Kim Rodela | <input type="checkbox"/> | <input type="checkbox"/> |
| Scott L. Smith | <input type="checkbox"/> | <input type="checkbox"/> |



Utah County Parcel Map

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

Date: 2/20/2020



Evergreen Farm Narrative

Millhaven Development

272 W. 200 N., Ste 100

Lindon, Utah 84042

February 5, 2020

Evergreen Farm Narrative

Millhaven Development is pleased to present another high-end neighborhood in the City of Highland. "Evergreen Farm" is a 10.207724 acre project comprised of three parcels: 11:021:0048 & 11:0021:0052 located in Alpine city limits and parcel 11:021:0051 located inside Highland city Limits.

Millhaven will be annexing the parcels inside Alpine City into the city of Highland. Once the property has been annexed into the city of Highland, Millhaven will entitle and develop the property into a premier sub-division conforming to all Highland City zoning and building Codes.

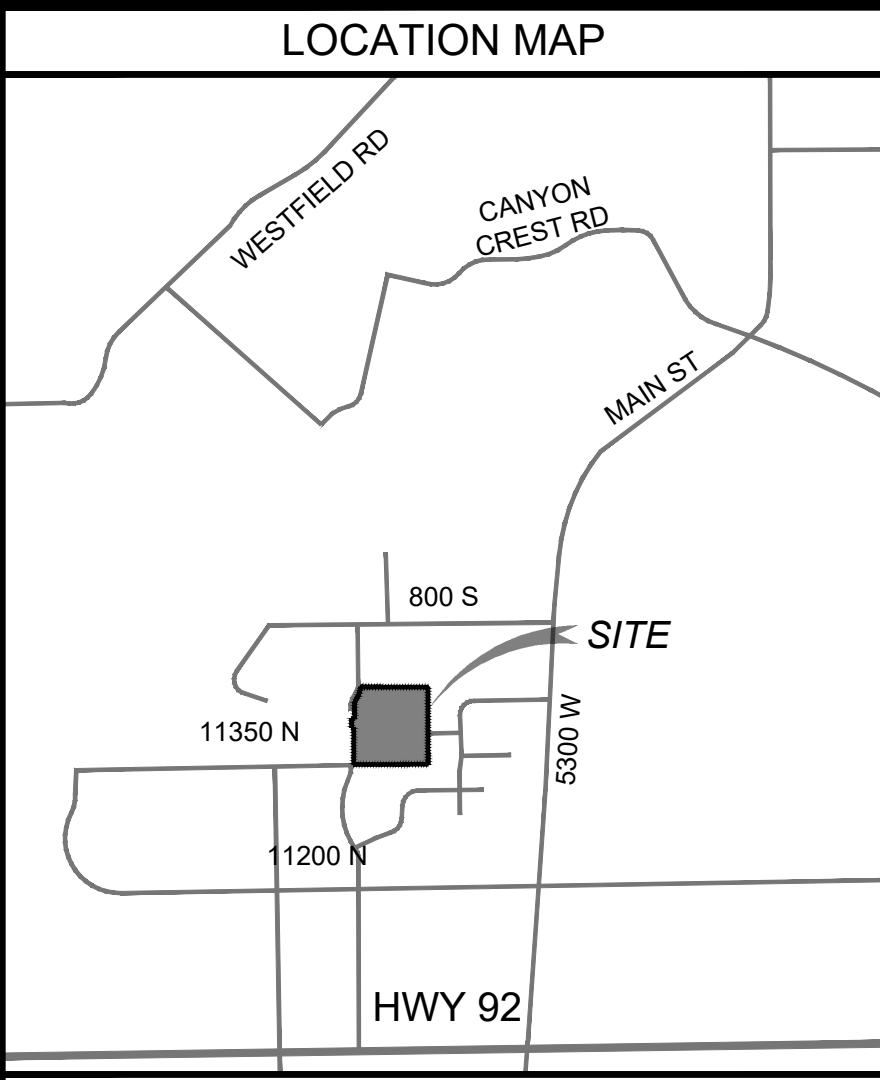
The Sub-division will be compromised of 10 lots that will be developed according to the R-1-40 Zone. These lots will have homes that add to the value and overall attraction of Highland and the surrounding neighborhoods.

Tyrell Gray

Millhaven Development

801.636.0604

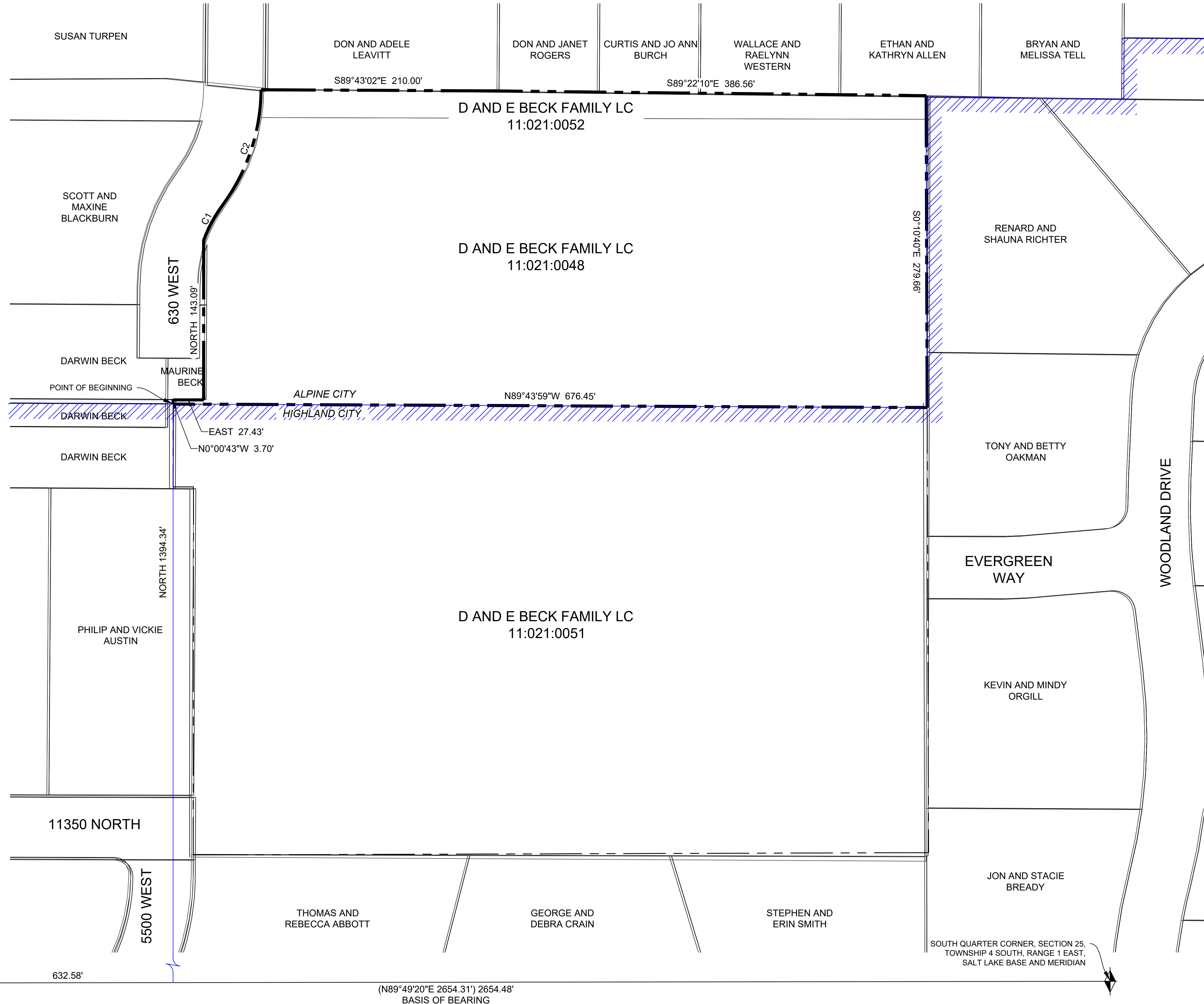
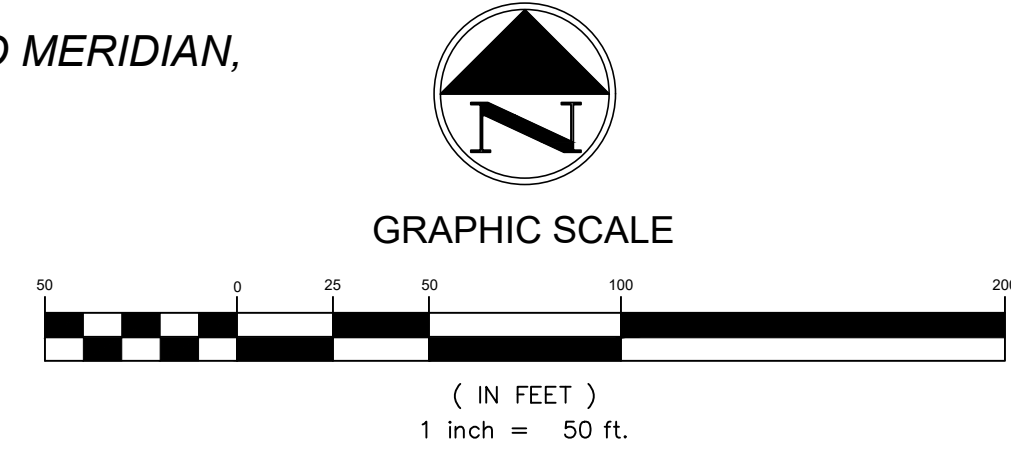
tyrell@millhavendevlopment.com



ANNEXATION TO HIGHLAND CITY CORPORATION D AND E BECK FAMILY LC

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
HIGHLAND CITY, COUNTY OF UTAH, STATE OF UTAH

| CURVE TABLE | | | | | | |
|-------------|---------|---------|-----------|--------|---------|-------------|
| CURVE | LENGTH | RADIUS | DELTA | TAN | CHORD | CHORD BRG |
| C1 | 35.58' | 123.00' | 16°34'33" | 17.92' | 35.46' | N28°16'18"E |
| C2 | 111.28' | 177.00' | 36°01'23" | 57.55' | 109.46' | N18°32'47"E |



SURVEYOR'S CERTIFICATE:
I, MICHAEL L. WANGEMANN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6431156, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT(S) OF LAND TO BE ANNEXED INTO HIGHLAND CITY, UTAH COUNTY, UTAH.

DATE: 2/26/2020
MICHAEL L. WANGEMANN
LICENSE NO. 6431156

MICHAEL L. WANGEMANN
LICENSE NO. 6431156

BOUNDARY DESCRIPTION OF AREA TO BE ANNEXED
BEGINNING AT A POINT WHICH IS NORTH 89°49'20" EAST 632.58 FEET ALONG THE SECTION LINE AND NORTH 1394.34 FEET FROM THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°00'43" WEST 3.70 FEET ALONG A BOUNDARY LINE AGREEMENT ENTRY NO. 77766;1995; THENCE EAST 27.43 FEET; THENCE NORTH 143.09 FEET; THENCE ALONG A STREET DEDICATION PLAT FOR 650 WEST THE FOLLOWING TWO (2) COURSES: 1) NORTHEASTERLY 35.58 FEET ALONG THE ARC OF A 123.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°34'38", THE CHORD OF WHICH BEARS NORTH 28°16'18" EAST 35.46 FEET; 2) NORTHEASTERLY 111.28 FEET ALONG THE ARC OF A 177.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°01'28", THE CHORD OF WHICH BEARS NORTH 18°32'47" EAST 109.46 FEET TO A CHAIN LINK FENCE CORNER; THENCE SOUTH 89°43'02" EAST 210.00 FEET ALONG A CHAIN LINK FENCE LINE; THENCE SOUTH 89°22'10" EAST 386.56 FEET ALONG AN EIGHT FOOT (8) WIRE FENCE LINE TO A METAL FENCE POST; THENCE SOUTH 00°10'40" EAST 279.66 FEET ALONG THE WEST LINE OF HIGHLAND MEADOW ESTATES PLAT "A"; THENCE NORTH 89°43'59" WEST 676.45 FEET TO THE POINT OF BEGINNING.
CONTAINS 178,180.92 SQ/FT OR 4.09 ACRES

LEGEND

| | |
|--|----------------------|
| | SECTION CORNER |
| | WITNESS CORNER |
| | HIGHLAND CITY LIMITS |
| | CENTERLINE |
| | RIGHT OF WAY |
| | SECTION LINES |
| | SETBACK LINE |
| | BOUNDARY LINE |

BASIS OF BEARINGS:
THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BETWEEN FOUND MONUMENTS AT THE SOUTHWEST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CITY ENGINEER'S APPROVAL
APPROVED THIS _____ DAY OF _____, A.D., 2020 BY THE HIGHLAND CITY ENGINEER.
CITY ENGINEER _____

UTAH COUNTY SURVEYOR
THIS PLAT IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT AS REQUIRED BY UTAH CODE 17-23-20. APPROVED THIS _____ DAY OF _____, A.D., 2020.
UTAH COUNTY SURVEYOR _____

HIGHLAND CITY CORPORATE ACCEPTANCE:
THE UNDERSIGNED OWNER(S) OF REAL PROPERTY LOCATED IN UTAH COUNTY, STATE OF UTAH, HEREBY RESPECTFULLY PETITION THE HIGHLAND CITY COUNCIL FOR ANNEXATION TO HIGHLAND CITY OF THE FOLLOWING DESCRIBED TERRITORY LYING CONTIGUOUS TO THE CORPORATE LIMITS OF HIGHLAND CITY, AND FOR THE PURPOSE REPRESENTED TO THE TO THE CITY COUNCIL THAT THE TERRITORY HEREBY SOUGHT TO BE ANNEXED IS DESCRIBED ON THE ATTACHED SHEET.
WHEREFORE, THE UNDERSIGNED RESPECTFULLY REQUEST YOUR FAVORABLE CONSIDERATION OF THIS PETITION AND THE PASSAGE OF AN ORDINANCE OF ANNEXATION BY THE COUNCIL EFFECTUATING THE SAME.
RESPECTFULLY SUBMITTED THIS _____ DAY OF _____, 20____.
HIGHLAND CITY MAYOR _____ CITY RECORDER _____

infinity
CONSULTANTS

2975 Executive Parkway, Suite 300
Lehi, Utah 84043 • Tel: 801.541.3040

DATE: 2/25/20
DRAWN: SM
CHECKED: MW

SHEET
1 OF 1

UTAH COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____ DAY OF _____, 2020
FILED FOR RECORD AND RECORDED THIS _____ PAGE AT _____ IN BOOK _____
UTAH COUNTY RECORDER _____
DEPUTY RECORDER _____
BY: _____

RECEIVED
By Tara Tannahill at 11:09 am, Mar 03, 2020

SOUTHWEST CORNER, SECTION 25,
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

(N89°49'20"E 2654.31') 2654.48'
BASIS OF BEARING



CITY COUNCIL AGENDA REPORT

ITEM #2c

DATE: March 31, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Todd Trane, PE
City Engineer
SUBJECT: **ACTION** - Approve and authorize the Mayor to sign a contract with Eckles Paving for construction of the 2020 Road Patching Project for \$71,724. *Administrative*

PURPOSE:

The City Council will consider a request to approve a bid in the amount \$71,724 to Eckles Paving for the patching of roads scheduled for surface treatments this year. The City Council will also authorize the City Administrator and City Recorder to execute the necessary contract documents for the project. The Council will take appropriate action.

BACKGROUND:

This project includes the minor road repairs (patching) for this year's road projects. Eckles Paving has been a great contractor that we have had good experiences with in the past. They have done most of our patching projects over the last several years.

If approved and awarded to Eckles Paving, the project will start as soon as possible. The schedule of the patching project will be April and May of 2020. The rehabilitation and surface treatment portions of the 2020 road project will be completed in June and July.

FISCAL IMPACT:

We spent a little over \$1.0 Million last year on roads, which was short of the \$1.5 million budget. We had postponed several sections of road improvements due to projects like the Boyer development and the 9600 North sewer project. The proposed budget for this year's road projects is \$1.5 million. We anticipate spending between \$1.8 million as we have included some of the postponed projects from last year. This is a mix of collected road fees (\$1 million), B & C road funds (\$500,000), and money saved from last year (roughly \$450,000).

RECOMMENDATION:

Staff recommends that the City Council APPROVE the contract with Eckles Paving to proceed with the road patching project for \$71,724 and AUTHORIZE the City Administrator to execute the necessary contract documents for the project.

PROPOSED MOTION:

I move that the City Council APPROVE and AUTHORIZE the City Administrator to sign a contract with Eckles Paving to proceed with the road patching project for \$71,724.

ALTERNATIVE MOTION:

I move that the City Council REJECT the bids for the road patching project. (The Council should draft appropriate findings).

ATTACHMENTS:

1. Patching Bids

COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.
 DBA Eckles Paving
 P.O. Box 68
 Springville, Utah 84663
Kory's Cell Phone (801)420-3591
 Phone 801-225-3715
 Fax 801-489-6859

Buyer/ Rep. Ty Christensen- Highland City
Billing Address Highland City
City,State,Zip Highland, UT 84003
Phone Number 801-420-3449
FAX #/E-MAIL tyc@highlandcity.org

Bid Proposal Date: 3/17/2020
Project Address Multiple Addresses
City, State, Zip Highland, UT
Name Of Owner Surface Treatment Roads
Job # KL20038

Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "Company"), will furnish the materials and services described herein (collectively, the "Services") to the person indicated above ("Buyer") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "Terms and Conditions." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

| <u>Description of Work</u> | <u>Quantity</u> | <u>Units</u> | | <u>Unit Price</u> | | <u>Estimated Totals</u> |
|---|-----------------|--------------|---|-------------------|----|-------------------------|
| Traffic Control (Patches on 11800 N and Entrance to Apollo Way) | 1 | LS | @ | \$ 2,280.00 | \$ | 2,280.00 |
| 11800 N Area Patches (On Plans provided): Sawcut / Remove/ Haul off 4" thick asphalt. Recompact existing roadbase. Furnish / Place / Compact new 4" thick asphalt (1/2" AC20)(30% RAP content 5% oil 4% Air Void) (1 Lift) 21 Patches | 6798 | SF | @ | \$ 4.00 | \$ | 27,192.00 |
| Mtn View Drive & Hidden Pond Drive Area Patches: Sawcut / Remove/ Haul off 4" thick asphalt. Recompact existing roadbase. Furnish / Place / Compact new 4" thick asphalt (1/2" AC20)(30% RAP content 5% oil 4% Air Void) (1 Lift) 13 Patches | 6936 | SF | @ | \$ 4.00 | \$ | 27,744.00 |
| TOTAL | | | | | \$ | 57,216.00 |

NOTE: Price includes all discounts, including flyer discount.

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a per-ton basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of asphalt as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such asphalt; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$750 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been

completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by _____ Authorized Representative

Kory Longenecker, Estimator

Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name _____

Buyer/Agent

Signature _____

Date _____

Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

BUYER OBLIGATIONS. Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

PROJECT PLANS/SPECIFICATIONS. To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

CHANGES. Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

DELAYS. The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

UTILITIES. Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

PREMISES. Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. **BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.**

TIME OF PERFORMANCE. Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

PERMITS. The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

LIMITED WARRANTY. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, or (v) related to drainage on any overlays; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

LIMITATION OF LIABILITY. WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

SITE CONDITIONS. The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

ADA COMPLIANCE. The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

WATER. Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

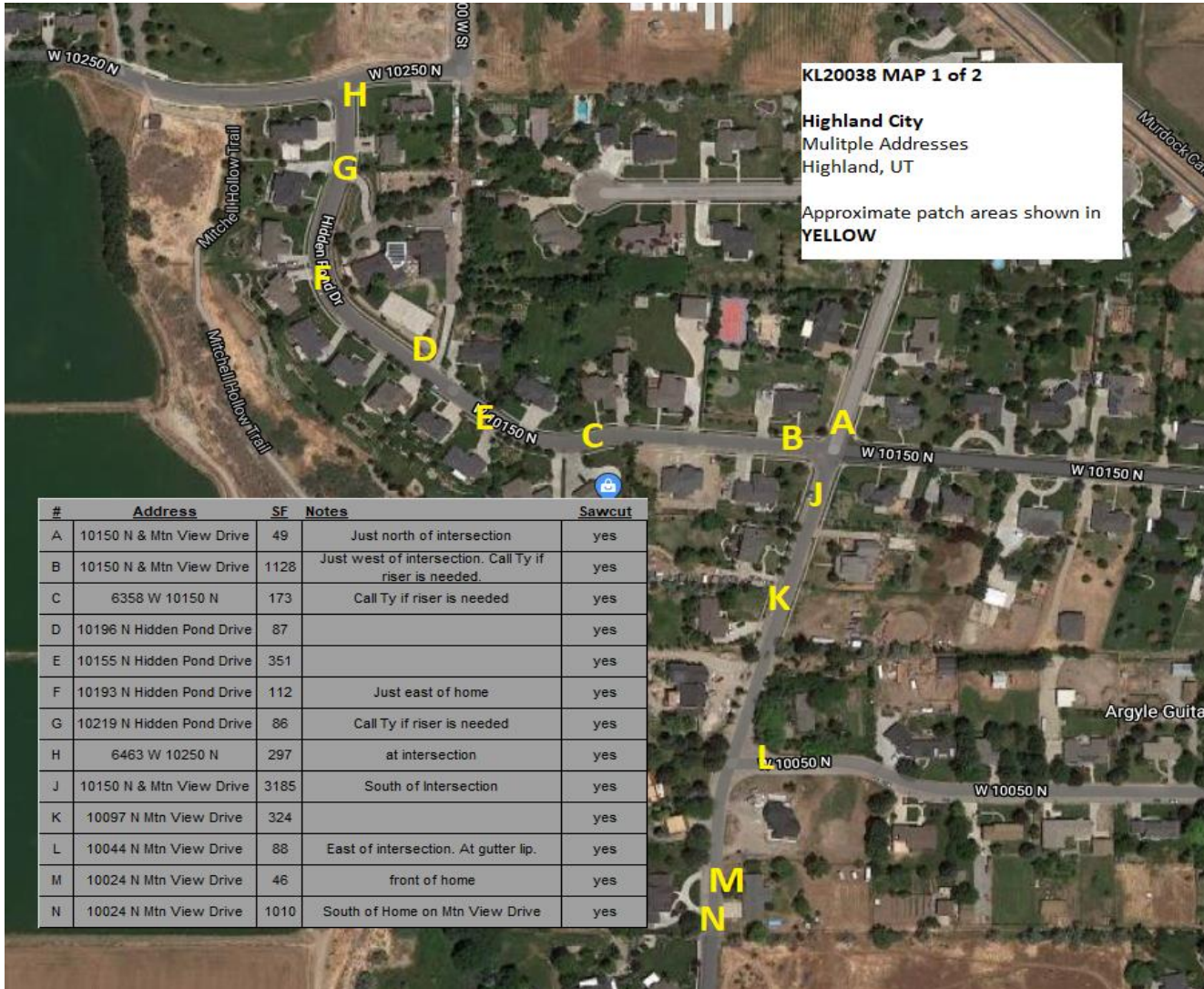
NONSOLICITATION. During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

PUBLICITY. The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

NO MODIFICATION. Except as explicitly set forth above, Buyer acknowledges and agrees that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

GENERAL PROVISIONS. All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

PROJECT PLAN



| # | Address | SF | Notes | Sawcut |
|---|---------------------------|------|--|--------|
| A | 10150 N & Mtn View Drive | 49 | Just north of intersection | yes |
| B | 10150 N & Mtn View Drive | 1128 | Just west of intersection. Call Ty if riser is needed. | yes |
| C | 6358 W 10150 N | 173 | Call Ty if riser is needed | yes |
| D | 10196 N Hidden Pond Drive | 87 | | yes |
| E | 10155 N Hidden Pond Drive | 351 | | yes |
| F | 10193 N Hidden Pond Drive | 112 | Just east of home | yes |
| G | 10219 N Hidden Pond Drive | 86 | Call Ty if riser is needed | yes |
| H | 6463 W 10250 N | 297 | at intersection | yes |
| J | 10150 N & Mtn View Drive | 3185 | South of Intersection | yes |
| K | 10097 N Mtn View Drive | 324 | | yes |
| L | 10044 N Mtn View Drive | 88 | East of intersection. At gutter lip. | yes |
| M | 10024 N Mtn View Drive | 46 | front of home | yes |
| N | 10024 N Mtn View Drive | 1010 | South of Home on Mtn View Drive | yes |

COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.
 DBA Eckles Paving
 P.O. Box 68
 Springville, Utah 84663
Kory's Cell Phone (801)420-3591
 Phone 801-225-3715
 Fax 801-489-6859

Buyer/ Rep. Ty Christensen- Highland City
Billing Address Highland City
City,State,Zip Highland, UT 84003
Phone Number 801-420-3449
FAX #/E-MAIL tyc@highlandcity.org

Bid Proposal Date: 3/17/2020
Project Address Multiple Addresses
City, State, Zip Highland, UT
Name Of Owner Water and Storm Patches
Job # KL20037

Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "**Company**"), will furnish the materials and services described herein (collectively, the "**Services**") to the person indicated above ("**Buyer**") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "**Terms and Conditions.**" The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

| <u>Description of Work</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Estimated Totals</u> |
|---|-----------------|--------------|-------------------|-------------------------|
| 4" Thick Asphalt Patching | | | | |
| Other Patches: Sawcut / Remove/ Haul off 4" thick asphalt and roadbase. Recompact existing roadbase. Furnish / Place / Compact new 4" thick asphalt (1/2" AC20)(30% RAP content 5% oil 4% Air Void) (1 Lift) 8 Patches | 979 | SF | @ \$ 6.50 | \$ 6,363.50 |
| Storm Drain Patches: Sawcut / Remove/ Haul off 4" thick asphalt and roadbase. Recompact existing roadbase. Furnish / Place / Compact new 4" thick asphalt (1/2" AC20)(30% RAP content 5% oil 4% Air Void) (1 Lift) 3 Patches | 1253 | SF | @ \$ 6.50 | \$ 8,144.50 |
| TOTAL | | | | \$ 14,508.00 |

NOTE: Price includes all discounts, including flyer discount. All prep work to be done by others.

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a per-ton basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of asphalt as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such asphalt; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$750 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been

completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by _____ Authorized Representative
Kory Longenecker, Estimator

Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent
Print Name _____

Buyer/Agent
Signature _____
Date _____

Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

BUYER OBLIGATIONS. Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

PROJECT PLANS/SPECIFICATIONS. To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

CHANGES. Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

DELAYS. The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

UTILITIES. Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

PREMISES. Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.

TIME OF PERFORMANCE. Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

PERMITS. The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

LIMITED WARRANTY. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, or (v) related to drainage on any overlays; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

LIMITATION OF LIABILITY. WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

SITE CONDITIONS. The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

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WATER. Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

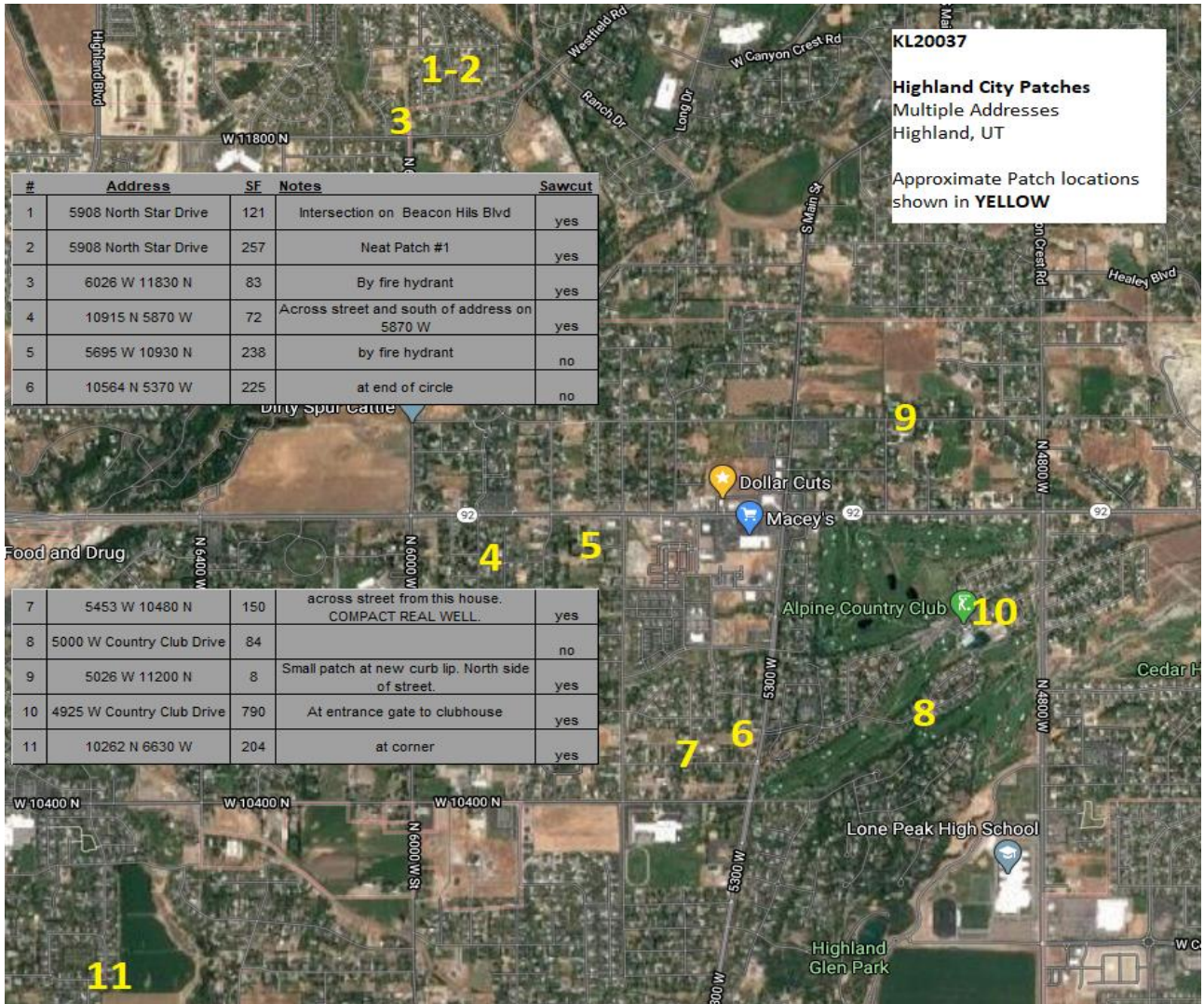
NONSOLICITATION. During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

PUBLICITY. The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

NO MODIFICATION. Except as explicitly set forth above, Buyer acknowledges and agrees that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

GENERAL PROVISIONS. All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

PROJECT PLAN





CITY COUNCIL AGENDA REPORT

ITEM #2d

DATE: March 31, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Todd Trane, PE
City Engineer
SUBJECT: **ACTION -** Approval of a contract for the lining of approximately 4,000 linear feet of sewer line to Insituform for \$97,338.
Administrative

PURPOSE:

The City Council will consider a request to approve a bid in the amount \$97,338 to Insituform for the installation of 4.5 mm cured in place liner for 4,000 linear feet of 8" sewer main in the Hidden Oaks and Alpine Country Club Subdivisions and authorize the City Administrator and City Recorder to execute the necessary contract documents for the project. The Council will take appropriate action.

BACKGROUND:

Staff has identified 4,000 linear feet where we are experiencing significant ground water infiltration into our sewer system. These flows go to our Pheasant Hollow Sewer Lift Station causing elevated pumping costs, as well as, Timpanogos Special Service District (TSSD) costs.

Staff issued a bid in March for the above mentioned project and received three bids from National Power Rodding Corp for \$319,835, Pipeline Inc. for \$149,984, and Insituform for \$97,338. It is planned that the project will begin in June and end in August.

The recommended method is CIPP (Cured in Place Pipe). It is a 4.5mm liner with a resin that is cured and hardened with steam. When hardened it becomes a pipe within a pipe without any joints. It is a trenchless repair that is installed through the manholes. It has a 100-year design life with a 1-year installation warranty. This is the same product we have used in the past.

Staff will continue to identify problem areas throughout the Pheasant Hollow and Hidden Oaks subdivisions as part of our Maintenance Program which will be brought before Council for approval.

FISCAL IMPACT:

Funding for the rehabilitation liner has been budgeted in the 2019-2020 budget year under Capital Expenses/Projects GL Code 52-40-73.

RECOMMENDATION:

Staff recommends that the City Council APPROVE the contract with Insituform to proceed with the sewer lining project for \$97,338 and AUTHORIZE the City Administrator and City Recorder to execute the necessary contract documents for the project.

PROPOSED MOTION:

I move that the City Council APPROVE and AUTHORIZE the City Administrator to sign a contract with Insituform to proceed with the sewer lining project for \$97,338.

ALTERNATIVE MOTION:

I move that the City Council REJECT the bids for the sewer lining project. (The Council should draft appropriate findings).

ATTACHMENTS:

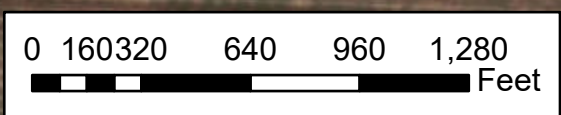
1. Bid Map
2. Bids

CITY OF HIGHLAND

2020 Sewer Lining Project

LEGEND

-  SEWER MAN HOLE
-  SEWER PIPE LINING



Date Saved: 3/25/2020 4:21 PM

MATCHLINE PROJECT LIMITS

NOTES

1. RECONNECT SEWER LATERAL AFTER MAIN LINE HAS BEEN LINED.
2. CONTRACTOR IS RESPONSIBLE TO PREPARE AND SUBMIT A SEWER BYPASS PUMPING PLAN TO HIGHLAND CITY FOR APPROVAL.

MATCHLINE PROJECT LIMITS

Plot Date: 10/20/20 2:16 PM Plotted By: Todd Train Date Created: 2/20/20 10:00 AM OFFICE ENGINEERING DIVISION PROJECTS 2020 SEWER LINING PROJECT CAD SHEET C-101X P.LANDWG



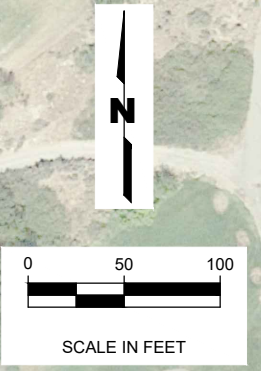
HIGHLAND CITY
 5400 West
 Civic Center Drive
 Highland, UT 84003
 Phone: 801.772-4515

BID SET

| NO. | REVISION | DESCRIPTION | BY | APPR. | DATE |
|-----|----------|-------------|----|-------|------|
| | | | | | |
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HIGHLAND CITY
 2020 SEWER LINING PROJECT
 PLAN

FILE: C-101X.PLAN
 PROJ. #:
 DRAWN BY: JTB
 DESIGN BY: TMT
 CHECKED BY: TMT
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPDATED: 3/10/2020
 SHEET NUMBER:
C-101



MATCHLINE PROJECT LIMITS

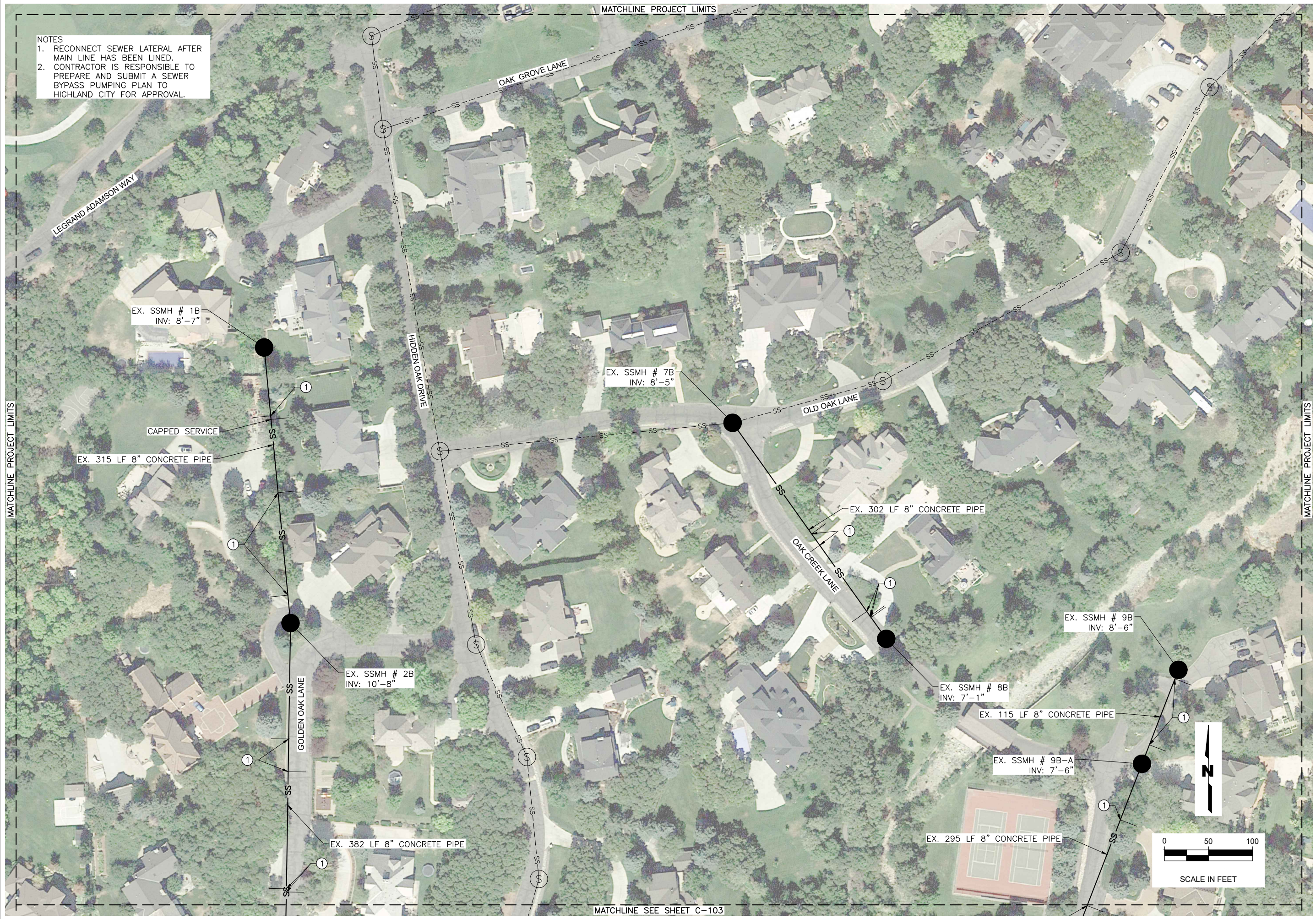
MATCHLINE PROJECT LIMITS

| NO. | DESCRIPTION | BY | DATE |
|-----|-------------|----|------|
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2020 SEWER LINING PROJECT
 HIGHLAND CITY
 PLAN

| |
|---|
| FILE: C-101X_PLAN |
| PROJ. #: |
| DRAWN BY: JTB |
| DESIGN BY: TMT |
| CHECKED BY: TMT |
| SCALE: ONE INCH = 40 FEET |
| AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY |
| LAST UPDATED: 3/10/2020 |
| SHEET NUMBER: C-102 |

NOTES
 1. RECONNECT SEWER LATERAL AFTER MAIN LINE HAS BEEN LINED.
 2. CONTRACTOR IS RESPONSIBLE TO PREPARE AND SUBMIT A SEWER BYPASS PUMPING PLAN TO HIGHLAND CITY FOR APPROVAL.

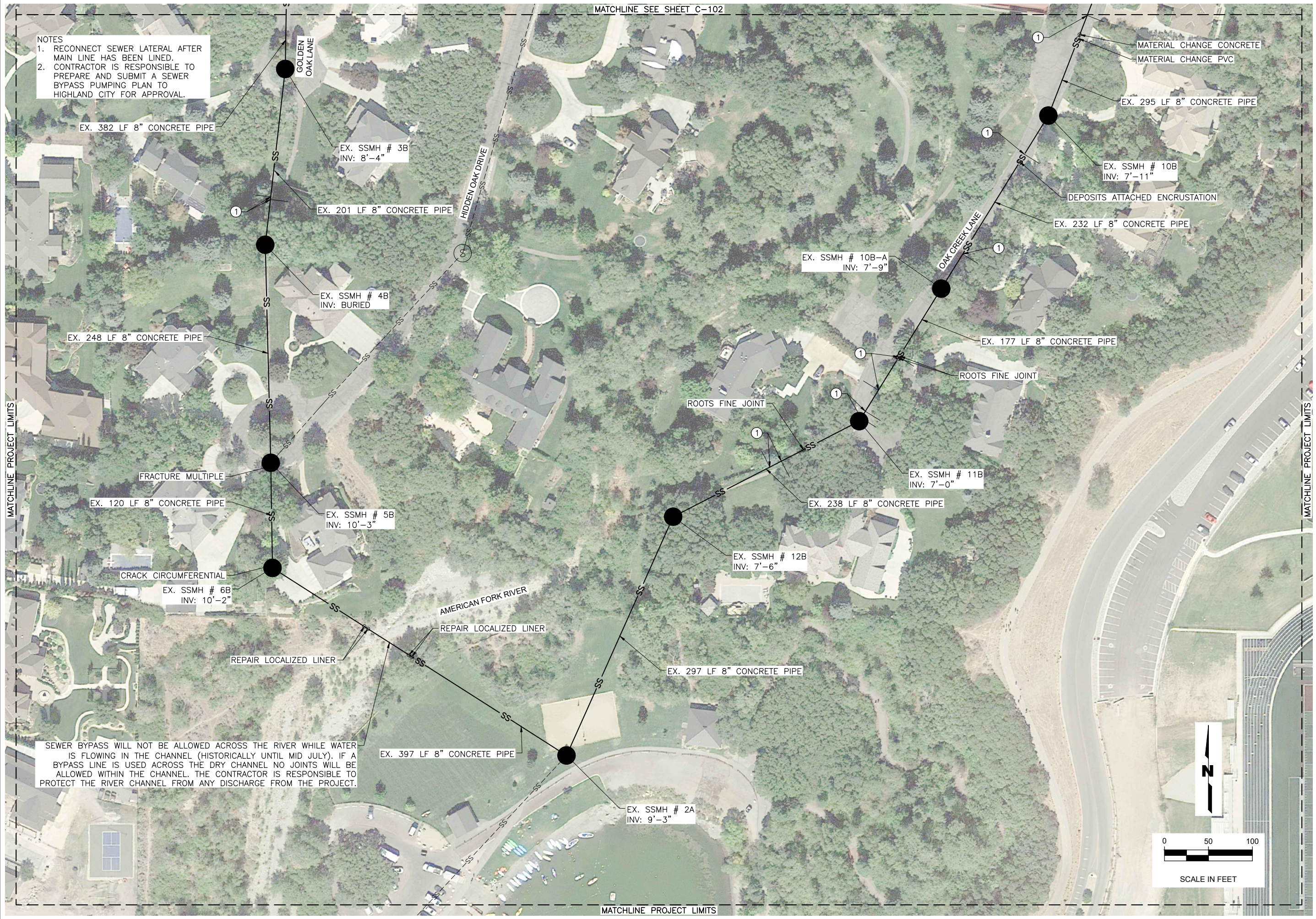


Plot Date: 10/20/20 2:16 PM Plotted By: Todd Train
 Date Created: 2/20/20 11:00 AM OFFICE ENGINEERING DIVISION PROJECTS 2020 SEWER LINING PROJECT CAD SHEET C-101X_P_LAND.DWG

MATCHLINE SEE SHEET C-103

MATCHLINE SEE SHEET C-102

NOTES
 1. RECONNECT SEWER LATERAL AFTER MAIN LINE HAS BEEN LINED.
 2. CONTRACTOR IS RESPONSIBLE TO PREPARE AND SUBMIT A SEWER BYPASS PUMPING PLAN TO HIGHLAND CITY FOR APPROVAL.



HIGHLAND CITY
 5400 West
 Civic Center Drive
 Highland, UT 84003
 Phone: 801.772-4515

BID SET

| NO. | REVISION | DESCRIPTION | BY | APPR. | DATE |
|-----|----------|-------------|----|-------|------|
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2020 SEWER LINING PROJECT
 HIGHLAND CITY
 PLAN

FILE: C-101X.PLAN
 PROJ. #:
 DRAWN BY: JTB
 DESIGN BY: TMT
 CHECKED BY: TMT
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPDATED: 3/10/2020

SHEET NUMBER:
C-103

Plot Date: 2/10/2020 2:16 PM Plotted By: Todd Trainor
 Date Created: 2/2/2020 10:00 AM OFFICE ENGINEERING DIVISION PROJECTS 2020 SEWER LINING PROJECT CAD SHEET C-101X.PLAN.DWG

NOTES
 1. RECONNECT SEWER LATERAL AFTER MAIN LINE HAS BEEN LINED.
 2. CONTRACTOR IS RESPONSIBLE TO PREPARE AND SUBMIT A SEWER BYPASS PUMPING PLAN TO HIGHLAND CITY FOR APPROVAL.

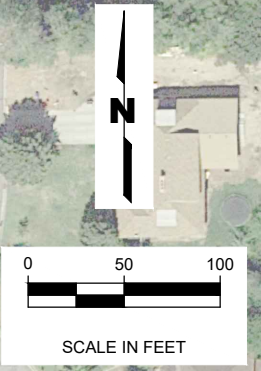
MATCHLINE PROJECT LIMITS

MATCHLINE PROJECT LIMITS

MATCHLINE PROJECT LIMITS

MATCHLINE PROJECT LIMITS

Plot Date: 10/20/20 2:17 PM Plotted By: Todd Trainor
 Date Created: 2/20/20 10:00 AM Office: Engineering Division Projects 2020 Sewer Lining Project CAD SHEET C-104 P.LANDWG



HIGHLAND CITY
 5400 West
 Civic Center Drive
 Highland, UT 84003
 Phone: 801.772-4515

BID SET

| NO. | REVISION | DESCRIPTION | BY | APPR. | DATE |
|-----|----------|-------------|----|-------|------|
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2020 SEWER LINING PROJECT
 HIGHLAND CITY
 PLAN

FILE: C-104X.PLAN
 PROJ. #:
 DRAWN BY: JTB
 DESIGN BY: TMT
 CHECKED BY: TMT
 ONE INCH
 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY
 LAST UPDATED: 3/10/2020
 SHEET NUMBER:
C-104

Highland City 2020 Sewer Lining Project

Bid Tabulation

Printed: March 25, 2020

| UNIT PRICE SCHEDULE - BASE BID - 2020 SEWER LINING PROJECT | | | | INSITUFORM | | PIPELINE INSP SERVICES | | NATIONAL POWER RODDING | |
|--|--------------------------------|------|----------|--------------|-------------|------------------------|--------------|------------------------|--------------|
| Item # | Description | Unit | Quantity | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | Mobilization | LS | 1 | \$6,200.00 | \$6,200.00 | \$18,000.00 | \$18,000.00 | \$40,000.00 | \$40,000.00 |
| 2 | Traffic Control | LS | 1 | \$500.00 | \$500.00 | \$6,000.00 | \$6,000.00 | \$15,000.00 | \$15,000.00 |
| 3 | Re-connection of Sewer Lateral | LS | 31 | \$100.00 | \$3,100.00 | \$85.00 | \$2,635.00 | \$200.00 | \$6,200.00 |
| 4 | 8" CIPP Liner | LF | 3,979 | \$22.00 | \$87,538.00 | \$31.00 | \$123,349.00 | \$65.00 | \$258,635.00 |
| | | | | Total | \$97,338.00 | | \$149,984.00 | | \$319,835.00 |



CITY COUNCIL AGENDA REPORT

ITEM #2e

DATE: March 31, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: **RESOLUTION** - Personnel Procedures and Policies Related to COVID-19.
Administrative

PURPOSE:

The City Council will consider a request by Highland City Staff to adopt a resolution relating to personnel procedures and policies related to COVID-19 and related matters. The City Council will take appropriate action.

BACKGROUND:

With a State of Emergency has been declared by the Governor Gary R. Herbert for the State of Utah and President Donald Trump for the nation based on the continuing spread of COVID-19 and the need to continue the operation of the essential functions of the City, staff is proposing the adoption of temporary personnel procedures and policies. These personnel procedures and policies include the following categories:

- General City Policies
- Quarantine Requirements
- Work, Hour and Travel Adjustments

The proposed policies are consistent with the recently adopted Families First Coronavirus Response Act. The goal of the policies is to provide flexibility in meeting the challenges of the current emergency while providing for and reducing risk for employees and their families.

FISCAL IMPACT:

The only potential increase to current fiscal year expenditures would be sick leave for part time employees as required by the Families First Coronavirus Response Act. As currently understood, if leave is required it would be covered under existing city policy. If an employee does not have sick leave, this will be handled on a case by case basis.

ATTACHMENTS:

1. Proposed Resolution
2. Exhibit A: Covid-19 Emergency Limitations, Policies, and Procedures

RESOLUTION 2020-XX

**A RESOLUTION ADOPTING PERSONNEL PROCEDURES AND POLICIES
RELATED TO COVID-19, AND RELATED MATTERS**

WHEREAS, Highland City (“City”) is a municipality and political subdivision of the state of Utah;

WHEREAS, the City is authorized to adopt and administer personnel policies, guidelines, and benefits pursuant to Utah Code sections 10-3-717 and 10-3-1103;

WHEREAS, a state of emergency has been declared by the Governor Gary R. Herbert for the State of Utah and President Donald Trump for the nation based on the continuing spread of COVID-19;

WHEREAS, the City desires to adopt and administer new personnel policies for City personnel related to the COVID-19 emergency;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The personnel policies identified in the attached exhibit are hereby adopted by the City of Highland.
2. This resolution is effective immediately upon its adoption.

RESOLVED THIS 31st DAY OF MARCH, 2020, BY THE HIGHLAND CITY COUNCIL.

HIGHLAND CITY, UTAH

Rod Mann, Mayor

ATTEST:

Stephannie Cottle, City Recorder

| COUNCILMEMBER | YES | NO |
|---------------|-----|----|
|---------------|-----|----|

| | | |
|-----------------|--------------------------|--------------------------|
| Timothy A. Ball | <input type="checkbox"/> | <input type="checkbox"/> |
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|-------------------|--------------------------|--------------------------|
| Brittney P. Bills | <input type="checkbox"/> | <input type="checkbox"/> |
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| Kurt Ostler | <input type="checkbox"/> | <input type="checkbox"/> |
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| Kim Rodela | <input type="checkbox"/> | <input type="checkbox"/> |
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| | | |
|----------------|--------------------------|--------------------------|
| Scott L. Smith | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------|--------------------------|--------------------------|

EXHIBIT A

COVID-19 EMERGENCY LIMITATIONS, POLICIES, AND PROCEDURES

I. GENERAL CITY POLICIES:

1. Follow all guidelines and recommendations established by the Governor, Federal CDC, and State/Federal Boards/Departments of Health
2. Cooperate in reporting City and resident status to appropriate officials
3. Coordinate communications between State/Federal governments and residents
4. Work with County regarding county services and operations within City
5. Work with public utilities and own systems to ensure necessary utilities continue to function (water, sewer, electricity)
6. Provide notice with instructions, declarations, and emergency policies

II. COVID-19 QUARANTINE REQUIREMENTS

The following emergency, temporary employment policies and procedures related to COVID-19 are adopted and in immediate effect during the COVID-19 emergency. These policies may change or be withdrawn with or without notice. An employee's failure to follow or comply with policies and orders established by the City may result in discipline.

1. Conditions for Quarantine: Any City employee who meets any of the following conditions shall not come to work and shall contact their supervisor immediately:
 - a. Within the last fourteen (14) days, the employee has been in close contact (within approximately 6 feet for a prolonged period of time) with an individual who has a confirmed diagnosis for COVID-19.
 - b. Within the last fourteen (14) days, the employee has traveled outside of the country or within the country in an area known to have a high concentration of individuals that have tested positive for COVID-19. Any City employee who engages in out-of-state travel shall contact their supervisor, department head, or City Administrator before returning to work.
 - c. Within the last fourteen (14) days, the employee has come to work sick or demonstrated any COVID-19-like symptoms.
 - d. The employee is required to quarantine or otherwise self-isolate pursuant to a State or Federal quarantine or isolation order, an order of a licensed health care provider, to care for someone subject to a quarantine or isolation order or child whose school or place of care is closed, or as otherwise provided by State or Federal law or regulation (Families First Coronavirus Response Act, H.R. 6201).
2. COVID-19 Self-Quarantine Leave: Covid-19 Self-Quarantine Leave, as approved and authorized by these policies, shall consist of the following:

- a. The employee shall self-quarantine for fourteen (14) days, in accordance with State and Federal guidelines.
 - b. The employee may be required to work remotely, if possible.
 - c. The employee shall record their COVID-19 Self-Quarantine Leave hours in a separate section on their timecard.
 - d. The employee shall receive their regular rate of pay for their usual hours during the 14-day COVID-19 Self-Quarantine Leave (two work weeks, up to 80 hours).
 - e. If an employee is eligible for State or Federal work benefits related to the COVID-19 emergency that cover the employee's wages separate and apart from the COVID-19 Self-Quarantine Leave established by this policy (such as the Families First Coronavirus Response Act, H.R. 6201), the employee may attempt to obtain such relief. An employee's remaining COVID-19 Self-Quarantine Leave benefits can be deferred until the end of such other benefits, subject to the employee's notification of the City Administrator of such other benefits and the employee's continued need for COVID-19 Self-Quarantine Leave.
 - f. Employees shall continue to receive all employee benefits for which they are eligible.
3. Terms of COVID-19 Self-Quarantine Leave:
- a. An employee may be put on COVID-19 Self-Quarantine Leave only once.
 - b. COVID-19 Self-Quarantine Leave is a temporary benefit due to an emergency plan adopted to address COVID-19 and shall not be considered normal benefits extended to City employees, "benefits normally provided" as used in the definition of "regular full-time employee" for purposes of eligibility in the Public Employees' Contributory System, or remuneration under Utah Code § 10-3-1105(1)(a).
 - c. COVID-19 Self-Quarantine Leave may be denied if the employee does not comply with the terms and conditions of these policies.
4. Employees Eligible for COVID-19 Self-Quarantine Leave:
- a. A benefitted, full-time employee shall be put on Covid-19 Self-Quarantine Leave upon meeting any of conditions described in Section II.1.
 - b. A non-benefitted or part-time employee may be put on Covid-19 Self-Quarantine Leave, on a case-by-case basis, determined by the City Administrator, upon meeting any of conditions described in Section II.1.
5. Required Quarantine:

- a. Regardless of whether an employee was put on Covid-19 Self-Quarantine Leave, all employees shall self-quarantine and be prohibited from physically coming to work so long as they meet any of the conditions described in Section II.1, unless the employee has prior authorization from the City Administrator.
- b. The City Administrator shall have authority to require an employee to leave work if the City Administrator determines that the employee meets any of the conditions described in Section II.1.
- c. Benefitted employees who are no longer eligible for COVID-19 Self-Quarantine Leave may be eligible for and may be required to use other forms of paid leave (i.e. vacation leave, sick leave and/or comp time leave), as well as leave or benefits granted pursuant to applicable federal, state, or local laws (including the Family & Medical Leave Act and Families First Coronavirus Response Act) or City policy.
- d. Employees who are required to be quarantined that are able to work remotely may, with the approval of their department head or the City Administrator, continue to work.

III. COVID-19 WORK, HOUR, AND TRAVEL ADJUSTMENTS

The following emergency, temporary employment policies and procedures related to COVID-19 are adopted and in immediate effect during the COVID-19 emergency. These policies may change or be withdrawn with or without notice. An employee's failure to follow or comply with policies and orders established by the City may result in discipline.

1. The City Administrator, in conjunction with department heads and other supervisors, may adjust or limit, in part or total, the work hours and other conditions of employment in order to protect City employees and the public.
2. If the City Administrator, due to the impact of COVID-19, is required to adjust or limit the work hours and other conditions of a benefitted, full-time employee who is not required to self-quarantine under Section II, the employee shall continue to receive their regular rate of pay for the employee's normal work hours, regardless of number of hours actually worked.
3. If the City Administrator, due to the impact of COVID-19, is required to adjust or limit the work hours and other conditions of a non-benefitted or part-time employee who is not required to self-quarantine under Section II.1, the City Administrator shall determine, on a case-by-case basis, the terms of such adjustment or limitation.
4. All out-of-state work-related travel is prohibited. Any in-state travel must be pre-approved through the City Administrator or department head. Any City employee who engages in out-of-state travel shall contact their supervisor, department head, or City Administrator before returning to work.



CITY COUNCIL AGENDA REPORT ITEM #3

DATE: March 31, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Tara Tannahill
Planner and GIS Analyst
SUBJECT: **PUBLIC HEARING AND RESOLUTION** - Adoption of an
Application Review Fee for Accessory Dwelling Units. *Legislative*

PURPOSE:

The City Council will hold a public hearing to consider a request by Highland City Staff to adopt an application review fee of \$25.00 for accessory dwelling units. The City Council will take appropriate action.

BACKGROUND:

On February 18, 2020 the City Council voted to adopt the most recent amendment for accessory dwelling units. The text amendment included an application that would need to be reviewed and approved by the zoning administrator. As part of the application process, the applicant will need to pay an application fee that will cover the cost of staff's time to review the application.

Adoption of a fee is a *legislative* process.

SUMMARY OF THE REQUEST:

1. Adopt the resolution for the application fee for the accessory dwelling unit application. This fee will be separate from any applicable building permit fee(s).
2. The application fee will be the same for new accessory dwelling units and existing accessory dwelling units that have new ownership that wants to register the unit.
3. The planning department will review a variety of information. This doesn't include any additional building review or inspections. The major steps in the review of an application include but are not limited to:
 - a. Verifying Ownership with Utah County
 - b. Verifying the Accessory Unit is attached to the main dwelling unit.
 - c. Verifying the owner signed acknowledgement of limitations or requirements that Accessory units have.
 - d. Signing the owner-occupied statement of understanding page that verifies the owner understands the property must be owner occupied.

- e. Reviewing the site plan to verify they are meeting parking.
4. Requiring an application fee is similar to requirements of other applications.
 5. Other surrounding cities require an application fee for registering their accessory dwelling units. Below is what they charge:
 - o Pleasant Grove \$25.00
 - o Lehi \$25.00
 - o Cedar Hills \$40.00
 - o Orem \$50.00
 - o Alpine \$50.00
 6. Staff believes \$25.00 will be sufficient to cover the time for staff to review the application. A fence permit application currently cost \$25.00 and staff anticipates that this application will take a similar amount of time to review. The \$25.00 fee is also in line with other surrounding cities.

CITIZEN PARTICIPATION:

Notice of the City Council Public Hearing was published in the Daily Herald on March 15, 2020 and posted on the state website March 12, 2020. No written correspondence has been received.

RECOMMENDATION AND PROPOSED MOTION:

Staff recommends that the City Council accept the findings and approve the proposed resolution.

I move that the City Council accept the findings and **ADOPT** the resolution approving the fee for the Accessory Dwelling Unit application.

ALTERNATIVE MOTION:

I move that the City Council **DENY** the resolution for the fee for accessory dwelling unit application based on the following findings: (The Council will need to draft appropriate findings.)

FISCAL IMPACT:

Fees are regulatory fees that help the City defray costs for regulatory reviews. Staff believes the proposed fee most closely represents the amount needed to cover the cost associated with the review of the application. Staff will monitor the impact over the current fiscal year and recommend any changes if needed.

ATTACHMENTS:

1. Resolution R-2020-XX

RESOLUTION NO. R-2020-XX

**A RESOLUTION OF THE HIGHLAND CITY COUNCIL, HIGHLAND CITY,
UTAH ESTABLISHING AN APPLICATION FEE FOR ACCESSORY
DWELLING UNITS.**

WHEREAS, the City has adopted an ordinance to regulate and license Accessory Dwelling Unit properties; and

WHEREAS, the Council believes that owners of Accessory Dwelling Units should pay an application fee for the purpose of regulation and to defray the cost of municipal regulation and administration.

NOW, THEREFORE BE IT RESOLVED by Resolution of the Highland City Council, the rates for Accessory Dwelling Unit Application be as follows:

- Accessory Dwelling Unit Application Fee- \$25.00

This resolution shall become effective on the date passed and adopted by the City Council.

PASSED and ADOPTED by Highland City Council this 31st day of March, 2020.

HIGHLAND CITY, UTAH

Rodney W. Mann
Mayor

ATTEST:

Stephannie Cottle
City Recorder

| COUNCILMEMBER | YES | NO |
|-------------------|--------------------------|--------------------------|
| Timothy A. Ball | <input type="checkbox"/> | <input type="checkbox"/> |
| Brittney B. Bills | <input type="checkbox"/> | <input type="checkbox"/> |
| Kurt Ostler | <input type="checkbox"/> | <input type="checkbox"/> |
| Kim Rodela | <input type="checkbox"/> | <input type="checkbox"/> |
| Scott L. Smith | <input type="checkbox"/> | <input type="checkbox"/> |



CITY COUNCIL AGENDA REPORT ITEM #4

DATE: March 31, 2020
TO: Honorable Mayor and Member of the City Council
FROM: Tara Tannahill
Planner & GIS Analyst
SUBJECT: **PUBLIC HEARING AND ACTION** - A request by Cory Taylor for approval of an amendment to the Ruby Estates Subdivision located approximately at 10245 N 5950 W (PA-20-01). *Administrative*

PURPOSE:

The City Council will hold a public hearing to consider a request by Cory Taylor to amend the Ruby Estates Subdivision Plat to combine two lots into one single lot. The City Council will take appropriate action.

BACKGROUND:

On December 5, 2017, City Council approved the final plat for Ruby Estates Subdivision. The final plat included 16 single-family lots and is in the R-1-40 Zone.

Plat Amendments are an *administrative* process.

SUMMARY OF THE REQUEST:

1. The applicant is requesting approval of a plat amendment for Ruby Estates Subdivision to combine lots 10 and 9 together into one lot for the purpose of constructing one single-family home.
2. The recorded plat amendment will be titled Ruby Estates Plat B.

CITIZEN PARTICIPATION:

Notice of the City Council public hearing was published in the March 15, 2020 edition of the Daily Herald, posted on the public notification website on March 12, 2020, and mailed to all property owners within 500 feet on March 16, 2020. We have not received any written correspondence.

PLANNING COMMISSION ACTION:

The Planning Commission does not review plat amendments.

ANALYSIS:

- The proposed lot will have the standard R-1-40 setbacks of 30 feet for the front and rear property line and 15 feet for the sides.
- The proposed lot exceeds the minimum R-1-40 lot sizing and will be 73,113 square feet.
- The proposed lot has the standard 10' utility easement around the property.
- Access for the lot will be from 5950 W.
- Water shares were dedicated during the original subdivision process by the developer.

FINDINGS:

The proposed amendment appears to meet the following findings:

- It complies with all zoning requirements as set forth by the Development Code.

RECOMMENDATION AND PROPOSED MOTION:

The City Council should hold a public hearing and recommend approval of the final plat amendment subject to the following stipulations:

1. The final plat shall be in substantial conformance with the final plat received March 11, 2020.
2. Prior to recording, the final plat shall be revised as required by the City Engineer.

PROPOSED MOTION:

I move that the City Council **APPROVE** Ruby Estates Plat 'B' Amended subject to the two stipulations recommended by staff.

ALTERNATIVE MOTION:

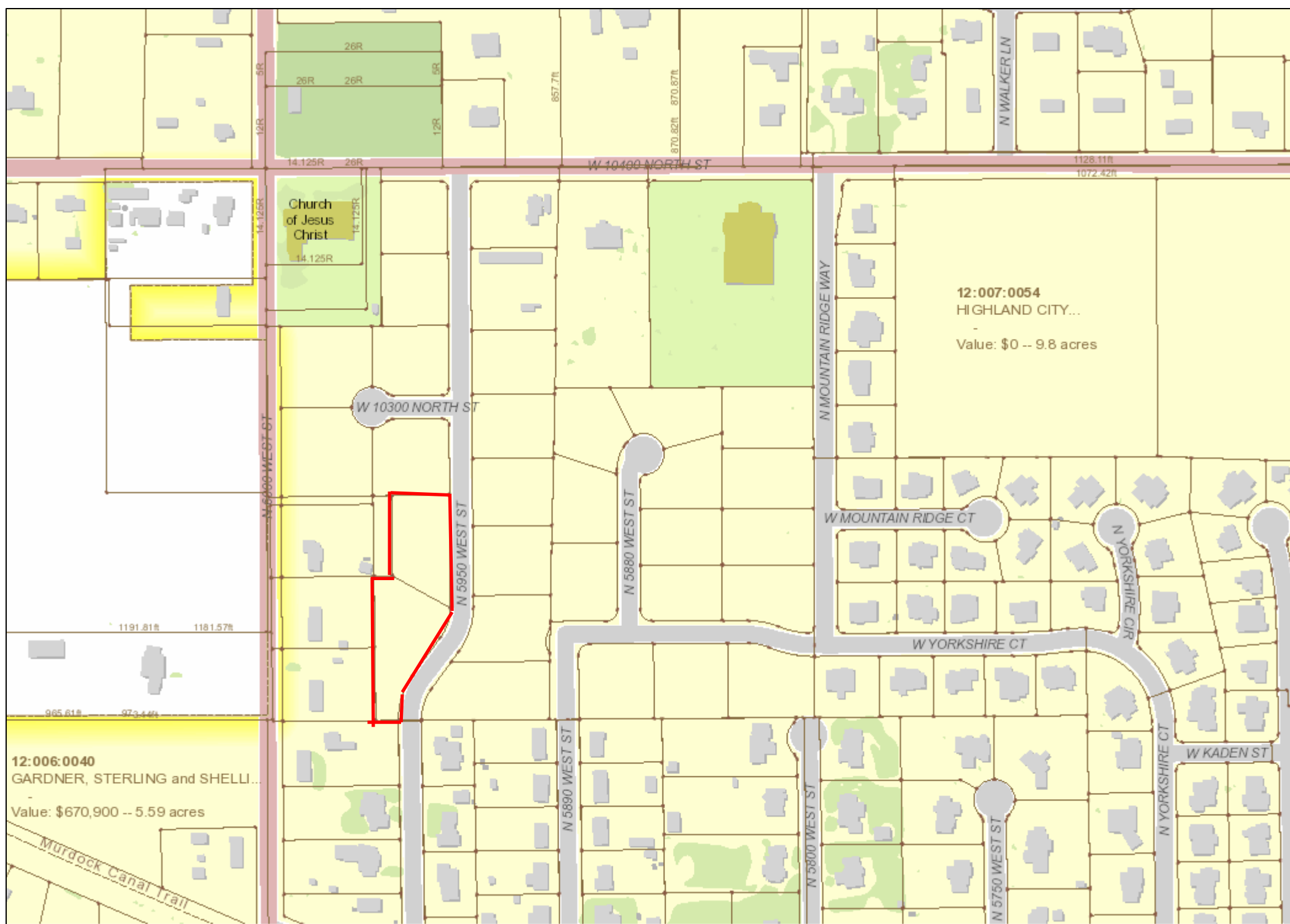
I move that the City Council **DENY** Ruby Estates Plat 'A' Amended subject to the following findings: (The Council should state appropriate findings).

FISCAL IMPACT:

This action will not have a financial impact on this fiscal year's budget expenditures.

ATTACHMENTS:

1. Vicinity Map
2. Narrative
3. Proposed Final Plat Amendment
4. Approved Ruby Estates Subdivision Final Plat



Utah County Parcel Map

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

Date: 3/11/2020





6625 W 9270 N

Highland, UT 84003

Office.esbudge@gmail.com

(801) 636-3174

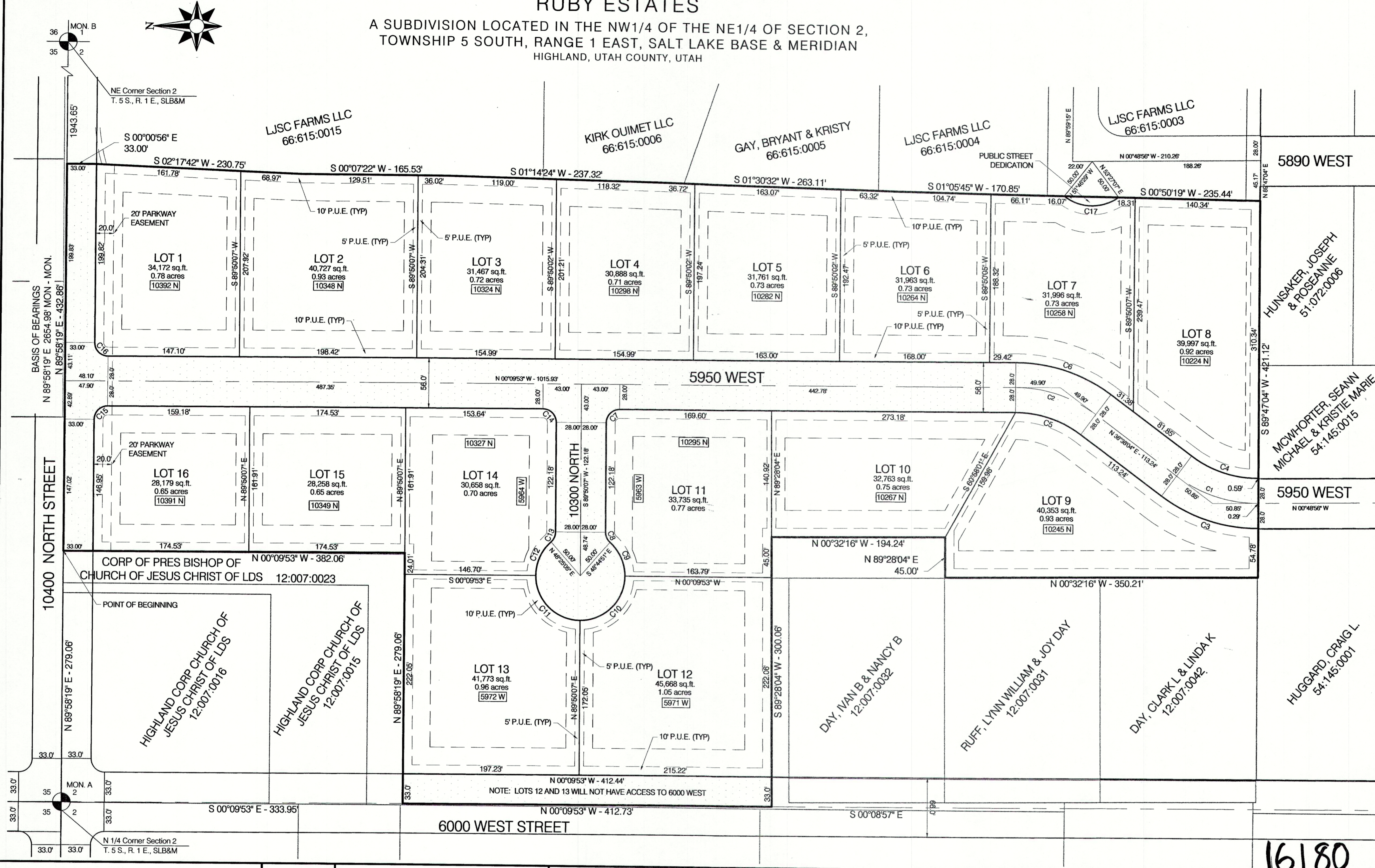
To whom it may concern:

The reason for the new subdivision is to combine lot 9 and 10 into one lot to accommodate Cory Taylors new Home.

Thanks Eric Budge

RUBY ESTATES

A SUBDIVISION LOCATED IN THE NW1/4 OF THE NE1/4 OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
HIGHLAND, UTAH COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, TRAVIS L. HANSEN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 4854821 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BASIS OF BEARINGS:
THE BASIS OF BEARINGS USED FOR THIS SURVEY N89°59'15"E BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AS SHOWN.

BOUNDARY DESCRIPTION
Beginning at a point N89°58'19"E along the north line of Section 2 and the centerline of 10400 North Street, 279.06 feet from the North Quarter Corner of Section 2, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence N89°58'19"E along the section line 432.86 feet; thence S00°00'56"E 33.00 feet to the beginning of a boundary line agreement; thence along the boundary line agreement the following six (6) courses: 1) S02°17'42"W 230.75 feet; 2) S00°07'22"W 165.53 feet; 3) S01°14'24"W 237.32 feet; 4) S01°30'32"W 263.11 feet; 5) S01°05'45"W 170.85 feet; 6) S00°50'19"W 235.44 feet to a point on the north line of Rawson Subdivision Plat A; thence S89°47'04"W along the north line of the Rawson Subdivision Plat A and the north line of the Vineyard View Subdivision Plat A 421.12 feet; thence N00°32'16"W 350.21 feet to a point on the centerline of 6000 West Street; thence N00°09'53"W along the centerline of 6000 West Street 412.73 feet; thence N89°58'19"E 279.06 feet; thence N00°09'53"W 382.06 feet to the point of beginning.
Containing 15.46 acres more or less, and 16 Lots

Date: 7/16/18
Travis L. Hansen, P.L.S. (See Seal Below)

OWNER'S DEDICATION

WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS TO ALL PROVIDERS, PUBLIC OR PRIVATE, AND THE IRRIGATION EASEMENTS TO ALL LOT OWNERS, AND THEIR SUCCESSORS AND ASSIGNS IN PERPETUITY.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 19TH DAY OF JULY, A.D. 2018.

Michael Christensen
MICHAEL CHRISTENSEN - MANAGER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

ON THE 19TH DAY OF JULY, A.D. 2018 PERSONALLY APPEARED BEFORE ME, THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES FEB 09, 2023

John Smeed
NOTARY PUBLIC
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF HIGHLAND CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 5TH DAY OF December, A.D. 2017

APPROVED BY MAYOR *[Signature]*

APPROVED: *[Signature]* CITY ENGINEER (SEE SEAL BELOW) ATTEST: *Cindy S. Orville* CLERK - RECORDER (SEE SEAL BELOW)

HIGHLAND CITY ATTORNEY
APPROVED AT TO FORM THIS 26 DAY OF July, A.D. 2018 *Jim Seibel* HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL
APPROVED THIS 25TH DAY OF July, A.D. 2017
BY THE AMERICAN FORK CITY PLANNING COMMISSION.

[Signature]
COMMUNITY DEVELOPMENT DIRECTOR *[Signature]* PLANNING COMMISSION CHAIRMAN

CONDITIONS OF APPROVAL

These are conditions of approval attached to this subdivision which are indicated on this plat. These conditions have also been recorded with this subdivision. Potential buyers are requested to read these conditions carefully and obtain a copy of these conditions and restrictions prior to purchasing or contracting to purchase any lots within this subdivision. These conditions are binding and have been imposed by the legislative body of Highland City. A copy of these conditions may be obtained through the Utah County Recorder's office or the Highland City Recorder's office. In addition, Highland City has approved binding zoning laws through a legally binding Development Code. It is the responsibility of the buyer to do their due diligence in obtaining all accurate information and/or regulations that may directly or indirectly affect the use of property prior to purchasing or contracting to purchase any property anywhere. Conditions of approval conveyed on the property by the legislative body of Highland City, which are in addition to the Development Code are as follows:

- 70% of the front yard landscaping shall be installed by the homeowner within one year after receiving a certificate of occupancy.
- Landscaping and construction materials of any type are not permitted upon or within the street, curb & gutter, park strip or sidewalk (street right-of-way) with the exception of the park strip which requires 75% to be landscaped.
- A fence that abuts open space or has a trail has additional restrictions of size and opacity. Fences along open space or a trail must comply with Highland City Ordinance. A fence permit is required for all fences.
- Highland City Ordinances restrict height of foundation above curb. It is the responsibility of the buyer to contact the city prior to purchasing any lot. This restriction applies to all lots in this subdivision.

RUBY ESTATES

A SUBDIVISION LOCATED IN THE NW1/4 OF THE NE1/4 OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

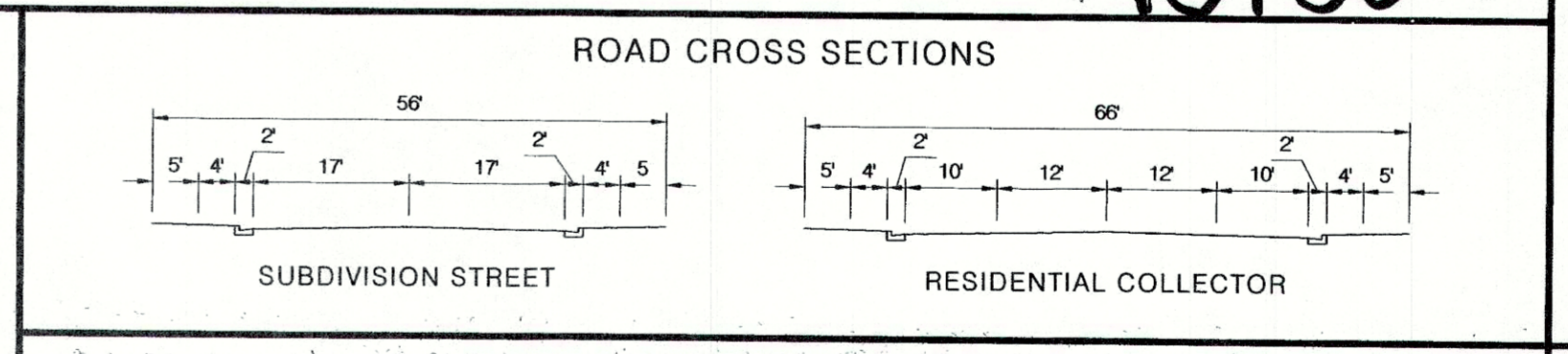
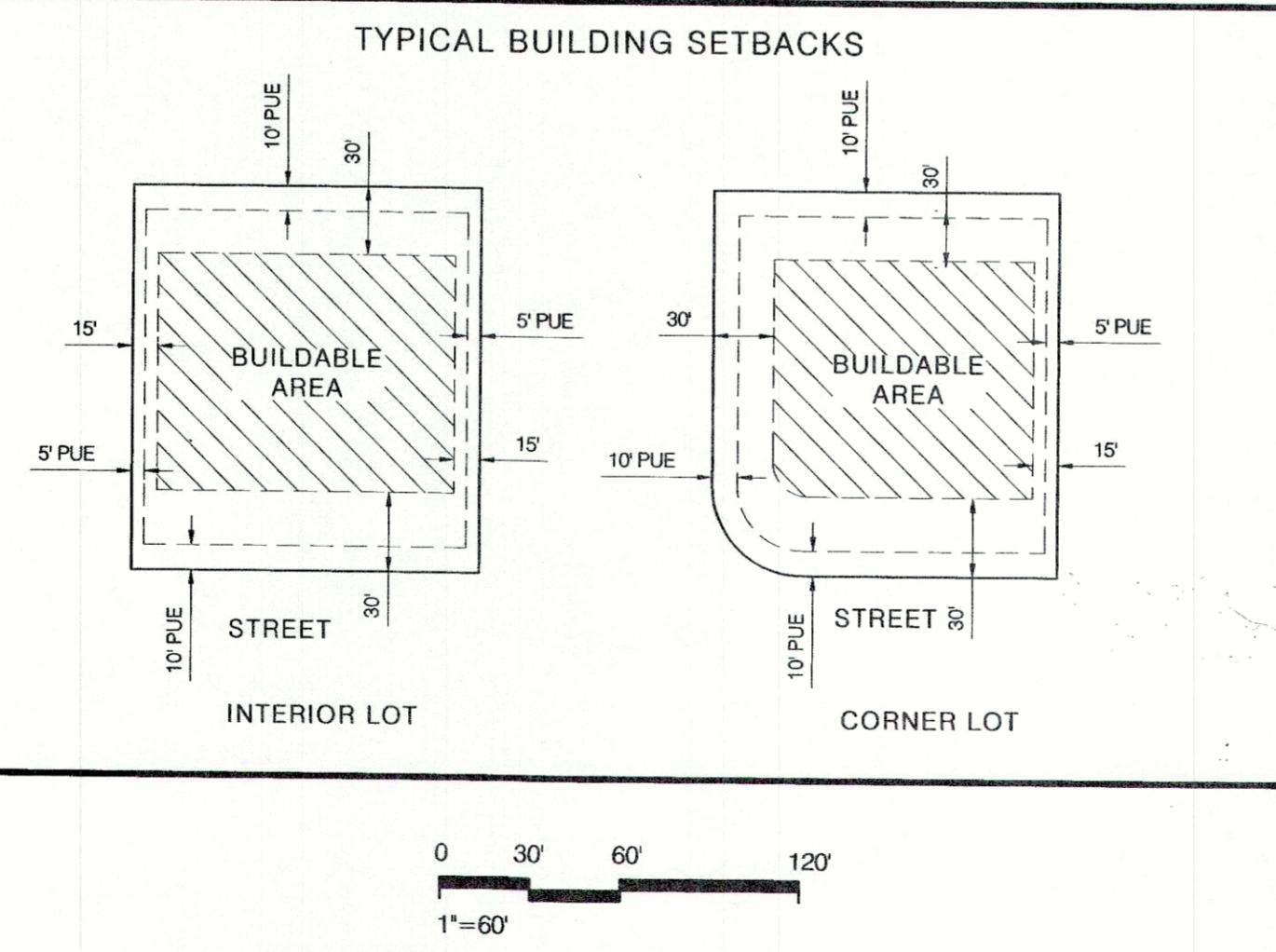
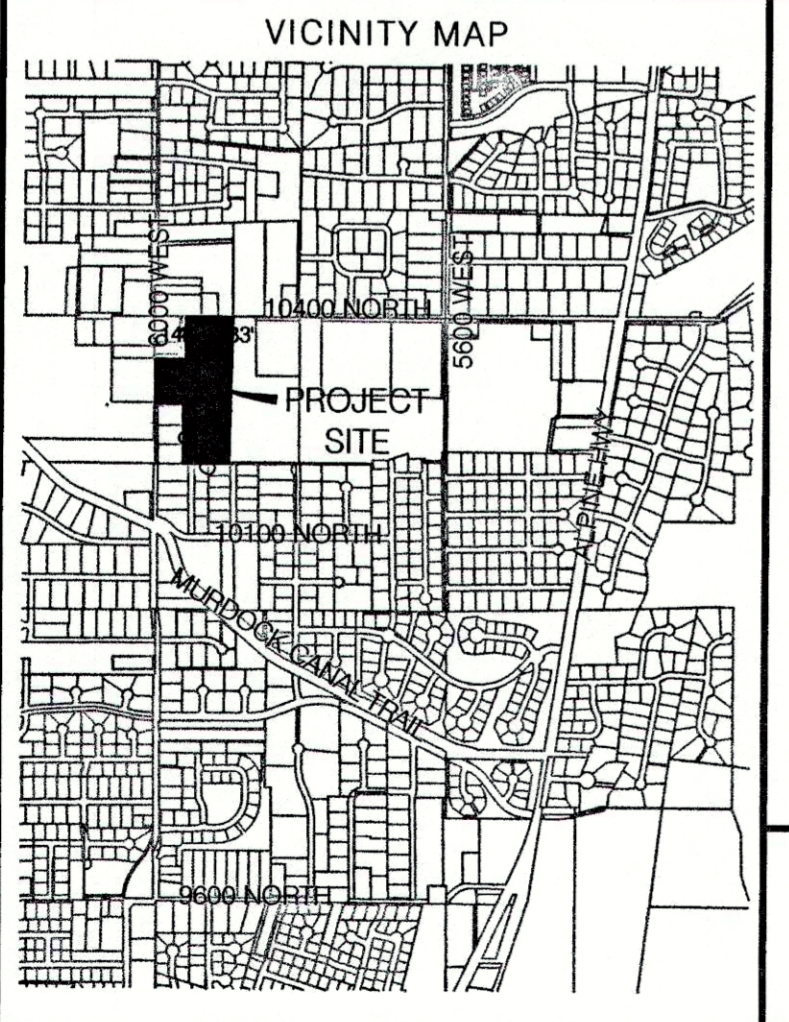
HIGHLAND, UTAH COUNTY, UTAH
SCALE 1 INCH = 80 FEET

CURVE TABLE

| Curve # | Length | Tangent | Radius | Delta | Chord Direction | Cd Length |
|---------|--------|---------|--------|-----------|-----------------|-----------|
| C1 | 98.04 | 50.85 | 150.00 | 37°27'00" | S17°54'34"W | 96.31' |
| C2 | 96.34 | 49.90 | 150.00 | 36°47'57" | S18°14'05"W | 94.69' |
| C3 | 116.35 | 60.34 | 178.00 | 37°27'00" | S17°54'34"W | 114.29' |
| C4 | 79.74 | 41.35 | 122.00 | 37°27'00" | N17°54'34"E | 78.33' |
| C5 | 78.36 | 40.58 | 122.00 | 36°47'57" | S18°14'05"W | 77.02' |
| C6 | 114.32 | 59.21 | 178.00 | 36°47'57" | N18°14'05"E | 112.37' |
| C7 | 23.56 | 15.00 | 50.00 | 90°00'00" | S45°09'53"E | 21.21' |
| C8 | 12.72 | 6.77 | 15.00 | 48°34'58" | N65°32'38"E | 12.34' |
| C9 | 42.40 | 22.57 | 50.00 | 48°34'58" | N65°32'38"E | 41.14' |
| C10 | 78.54 | 50.00 | 50.00 | 90°00'00" | S45°09'53"E | 70.71' |
| C11 | 78.54 | 50.00 | 50.00 | 90°00'00" | S44°50'07"W | 70.71' |
| C12 | 42.40 | 22.57 | 50.00 | 48°34'58" | N65°52'24"W | 41.14' |
| C13 | 12.72 | 6.77 | 15.00 | 48°34'58" | N65°52'24"W | 12.34' |
| C14 | 23.56 | 15.00 | 50.00 | 90°00'00" | S44°50'07"W | 21.21' |
| C15 | 23.53 | 14.96 | 15.00 | 89°51'48" | S45°00'47"E | 21.19' |
| C16 | 23.60 | 15.04 | 15.00 | 90°08'12" | N44°54'13"E | 21.24' |
| C17 | 65.25 | 38.21 | 50.00 | 74°46'23" | S00°50'19"W | 60.72' |

MONUMENT TABLE

| |
|--------------------|
| N: 7,322,179.22 |
| A: E: 1,556,325.95 |
| N1/4 COR. SEC. 2 |
| N: 7,322,180.52 |
| B: E: 1,558,980.18 |
| NE COR. SEC. 2 |



DOMINION ENERGY

DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THE DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION RIGHT OF WAY DEPARTMENT.

Approved this 13 day of July, 2018. DOMINION ENERGY By: *[Signature]* Title: *Permit*

UTILITIES APPROVAL

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE SUCH STRUCTURES AT THE OWNERS EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE OWNERS EXPENSE. AT NO TIME ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTIONS WITHIN INTERFERES WITH THE USE OF THE PUE WITH OUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

Rocky Mt. Power *[Signature]* Gwest *[Signature]* Comcast *[Signature]*
Date: 7/16/18 Date: 7/16/18

ARISE Engineering & Surveying, LLC
42 N 200 E, Suite 1, American Fork, Utah 84003
tel: 801-216-4613 www.arise-eng.com

SURVEYOR'S SEAL: TRAVIS L. HANSEN, P.L.S. No. 4854821, State of Utah, Commission #059556, My Commission Expires February 09, 2022.

NOTARY PUBLIC'S SEAL: JOHN FREDRICK, Notary Public, State of Utah, Commission #059556, My Commission Expires February 09, 2022.

CITY ENGINEER'S SEAL: HIGHLAND CITY, UTAH, ENGINEER.

CLERK-RECORDER SEAL: HIGHLAND CITY, UTAH.

16180

SEC 2 T5S R1E T04S D4



HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #5

DATE: March 31, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: **ACTION** - Pressurized Irrigation resource use outside of the City limits for property adjacent to a residential lot at 10147 N 6960 W, Highland. *Administrative*

PURPOSE:

The City Council will consider a request by Jason Matheny to approve the use of pressurized irrigation resources on property outside of City limits. The Council will take appropriate action.

BACKGROUND:

Highland City resident, Jason Matheny, met with staff concerning a potential annexation of approximately 15 feet of a parcel of land currently in Utah County, which he owns behind his lot. He stated that the annexation was needed to increase the rear home setback for a proposed addition. Mr. Matheny's parcel in the county is approximately 1.376 acres in size. The property that he is requesting to be able to continue to water would not be annexed into Highland.

Upon review of the preliminary annexation information, staff observed a large portion of the County parcel which appeared to be manicured grass and pasture and which appeared to be an extension of the Highland City property. Utility account records indicated that only the property within Highland City was being assessed the pressurized irrigation monthly fee.

Mr. Matheny confirmed through email that he was indeed watering the County parcel through his Highland City pressurized irrigation connection. The county area being watered is approximately 0.57 acres based on the Utah County Parcel map. Mr. Matheny has been watering the property since at least 2009. Further water shares have not been provided for the property that is outside city limits. A total of 1.5 acre feet of water would need to be provided for the 0.57 acres.

Section 13.30.230 of the Highland City Municipal Code States:

- A. The city may sell pressurized irrigation water to users outside the city limits only if

approved by a resolution of the city council and at such rates and under such terms and conditions as the city council may determine by resolution.

- B. At the discretion of the city council, pressure irrigation service may be extended to property outside the Highland City corporate limits if the property owners agree at that time to annex into Highland City in the future and pay all the costs of extending service to the property including the payment of all fees applicable to service outside Highland City corporate limits.

Any decision the Council makes needs to be meet city code or city code needs to be changed prior to making a decision.

The owner of the property may have the opportunity to water the property via the Lehi City system. Based on previous requests, Lehi would also require dedication of water shares and annexation.

FISCAL IMPACT:

Using the existing resident rate, staff estimates that yearly additional pressurized irrigation utility cost is \$197.88 or \$16.49 a month. This does not include the cost of the water.

Over the past ten years, the residents of Highland have covered the cost of delivering the water and the water shares for the 0.57 acres that are currently in the County.

RECOMMENDATION:

The Council will need to debate the issue and determine whether or not to allow Mr. Matheny to continue to water the 0.57 acres located in Utah County, determine what rate should be charged, how many water shares he should provide, and what if any back charges he should pay.

If approved staff will bring back a resolution for adoption.

ATTACHMENTS:

1. Petition by Jason Matheny
2. Parcel Map

JASON MATHENY

10147 N 6960 W Highland, UT 84003 | 801-343-3322 | coachmatheny@gmail.com

3/24/2020

Highland City
5400 W Civic Center Dr
Highland, UT 847003

To Whom It May Concern:

My name is Jason Matheny. I am a resident of Highland, living at 10147 N 6960 W. I have lived in Highland since 2005. I purchased a small piece of property behind my home that is in in unincorporated Utah County. The parcel is 12:010:0128. When I built our pool (about 2009), I landscaped a portion of this property. I didn't realize nor was asked how the landscaper was getting water to the property and had no realization of the issue until JoAnn at the city office brought it up to me a few weeks ago. I have been irrigating the parcel of land since then. We usually water 3 days a week, there is 5 stations, plus a flower bed. The total area of the property is 1.38 acres and I am water approximately 40% of the ground.

I told JoAnn that I am willing to correct the situation and to figure out what we need to do going forward as well as rectify the past.

That parcel of land will eventually be going into the city of Lehi once it gets developed. I have no plans to annex it in, even though I would like to. I also have no plans to develop this property any time soon.

To try and figure out what to do, I have reached out to Brittany Harris at Lehi City to find out what options I might have. The owner directly to the North of the property is in Lehi and is using Lehi City irrigation water. I have inquired about potentially tapping into that irrigation line. I have not heard back yet. The person in the building department thinks I will need to annex the property into Lehi before I can tap into the Lehi City irrigation. I am including an email I sent to her regarding this.

Also, I have asked the owner to the west of the property to see what he knows about where to the irrigation water is on the property, if it still exists. He isn't currently irrigating that part of his property and with all the development of the homes around the property, I am not hopeful that there is access to it. I have not heard back from him yet.

I would like to request to see if the city would be willing to allow me to continue to irrigate this property. I currently have $\frac{3}{4}$ of 1 share of Pleasant Grove Irrigation company. I am not sure if that is even helpful. I would be willing to procure from either Highland or the appropriate irrigation company enough shares to water the property.

If obtaining some shares is something that I should pursue, let me know and I can try to do so before the city council meeting.

Sincerely,

A handwritten signature in cursive script that reads "Jason Matheny".

Jason Matheny



Measurement

Acres

Measurement Result

0.57 Acres

Open Deed Points Page



CITY COUNCIL AGENDA REPORT ITEM #6

DATE: March 31, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Erin Wells, Assistant City Administrator
SUBJECT: **ACTION** - Acceptance of Waste Management bid as the Highland City Garbage & Recycling Hauler. *Administrative*

PURPOSE:

The City Council will consider a request to approve a proposal by Waste Management for City Wide Garbage and Recycling Services beginning July 1, 2020. The City Council will take appropriate action.

BACKGROUND:

Highland City has contracted with Republic Services for the past 15 years to provide curbside garbage and recycling pickup. The contract was initially entered into in 2005 for a 5-year term and was subsequently renewed twice for an additional 5 years each time.

In January of this year, Council elected to go out to bid for the hauling contract rather than accept an extension proposal from Republic Services. The City received proposals from the three major haulers in our area: ACE, Republic Services, and Waste Management. A summary of the annual costs to the City of these proposals is below:

- ACE ~ \$713,000
- Republic Services ~ \$596,000
- Waste Management ~ \$585,000

Each of the proposals included furnishing toters to all Highland residences, curbside collection of those toters, dumpsters and hauling for the annual Spring clean-up, dumpsters and hauling at City facilities, and an annual Christmas Tree collection. In addition, the companies agreed to a 5-year contract and agreed to work with the City to switch pick-up away from Friday. The companies each demonstrated their ability to provide proper insurance and bonding levels for the City's protection. Each proposal also is calculated based on the City paying tipping fees to North Pointe for garbage tons and the company paying the processing costs of the recycling tons.

Waste Management is ultimately the low bid, appears to have extensive customer service and reporting capabilities, and is the largest of the bidding firms and as such is very well established and feels confident in their ability to do a smooth roll-out with our City and provide excellent service moving forward.

In staff's research of Waste Management's performance in other cities, while they are not perfect in terms of missed pick-ups, customer service issues, etc. they have an overall positive reputation and are recommended by the cities they contract with.

Procurement is governed by Section 3.08 of the Highland Municipal Code and 63G-6a The Utah State Procurement Code. Among other requirements, bids cannot be altered once they have been submitted, a City must have justification for canceling bids, bidders have the right to challenge a decision to the Utah State Procurements Appeal Board, etc. Written findings are required if the City was to reject all the bids. Typically, bids are only cancelled if a City does not have the money for a specific project. As this is an essential service and the City will receive offsetting revenue, this does not apply. Reissuing a Request for Proposal is further problematic, given the short time frame before the City's current contract expires.

FISCAL IMPACT:

Waste Management's proposal will mean an approximate \$63,000 increase in the garbage expenses for the City. How this ultimately impacts the City budget will be determined by what rates the Council chooses to set for can prices beginning next fiscal year. Staff will bring that information to Council as a part of the budget process. Ultimately staff will be recommending an increase in can rates to cover the expense increase.

In terms of the change in direct can costs to the City, annual rates for two garbage cans and one recycling can will increase by about \$20.28.

RECOMMENDATION:

Staff recommends that the City Council accept Waste Management's proposal.

PROPOSED MOTION:

I move that City Council accept Waste Management's Proposal for Residential Curbside Solid Waste & Recycling Collection, Transportation, and Disposal Services and direct staff to work with Waste Management to draft a contract reflective of the proposal for Council approval at a later time.

ATTACHMENTS:

1. ACE Proposal
2. Republic Services Proposal
3. Waste Management Proposal

HIGHLAND CITY RFP

**Residential Curbside Solid Waste and
Recycling Collection, Transportation, and
Disposal Services**



Submitted by Ace Recycling and Disposal

Due: March 4, 2020

5:00 PM



March 2, 2020

Erin Wells, Assistant City Administrator
Highland City
5400 W. Civic Center Dr. Suite 1
Highland City, Utah 84003

Dear Ms. Wells,

Thank you for the opportunity to submit a proposal to provide solid waste and recycling collection services for Highland City. I am confident that our proposal will illustrate the advantages of utilizing Ace to provide your waste and recycle collection services. Ace is a local, family owned independent hauler. We can work with any qualified facility that will provide the best value to our customers. This includes recycle processors and private as well as public landfills and transfer stations.

This proposal reflects the Ace's ability to adapt to the specific needs of our customers. Our proposal gives you the option of continuing the current service model and standard contract terms or moving to a new service schedule and term of contract that delivers the greatest value to your residents. We are also excited to offer the City a lower cost alternative to your current waste disposal contract with North Pointe.

Ace has provided waste collection services for 40 years. We have grown to become the largest independent waste and recycle hauler in the Intermountain West. Ace currently serves 14 municipalities along the Wasatch Front along with over 12,000 commercial customers. In order to serve our customers as efficiently as possible, we have 4 regional facilities located from Pleasant Grove to Clearfield.

Customer service is a crucial part of any contract. Ace customer service is located in our West Valley facility and all calls are answered by a live person, 24/7. Our customer service representatives are highly trained and empowered to resolve many issues over the phone. We provide monthly reports to each City that list the number of calls, reason for the call and the resolution of any issues.

Ace has been a leader in helping to improve our environment. We were the first waste company in Utah to utilize CNG trucks and currently 52% of our fleet runs on CNG. Our company headquarters in West

Valley utilizes a geothermal pump to heat and cool the building and the grounds are beautifully xeriscaped in order to minimize water consumption.

Most important of all, Ace is a great place to work. We are proud to be a local, family owned company that employs over 325 local drivers, mechanics, clerical and administrative people who utilize the latest technology and equipment to deliver first class service to our customers. Ace is proud to be named a "Best Place to Work" by the Salt Lake Tribune for 2016,2017,2018 and 2019.

As an Owner and General Manager, I am authorized to legally bind Ace Recycling and Disposal and confirm that the terms and prices contained in this proposal are valid for 90 days.

Sincerely,

A handwritten signature in cursive script, appearing to read "Matt Stalsberg".

Matt Stalsberg, Owner/General Manager
Ace Recycling and Disposal

Firm Qualifications

COMPANY OVERVIEW

Ace Recycling and Disposal, Inc. is a family-owned enterprise founded in 1980 in Salt Lake City, Utah. Ace began with a single truck and has grown to become the largest independent waste hauler in the Intermountain West. Although our business has grown significantly, we have not sacrificed our quality of service and continue to put customer satisfaction first.



At Ace, we understand that good customer service begins with satisfied employees. We put in a lot of effort to ensure that our employees are heard, treated with respect, and are in a safe and enjoyable work environment. Although we have moved beyond our humble beginnings, every employee continues to be on a first name basis with Ace's owners. We are the proud recipient of the Salt Lake Tribune's 2019 Top Workplaces for the fourth year in a row, in the Midsize Company category. We believe these awards speak volumes about the companies who win them, and the way they treat their employees and their customers.

We have been providing trash, recycling and green waste services to public and private customers for 40 years along the Wasatch Front. Our employees service thousands of commercial and industrial accounts every day, as well as 14 municipalities, 4 school districts, Camp Williams, Utah State Prison and the University of Utah.

The company's officers are:

Lon Stalsberg President

Matt Stalsberg Vice President & General Manager

Cindy Stalsberg Treasurer

Non-Collusion & Conflict of Interest

Ace has not engaged in any form of collusion and we do not have a conflict of interest pertaining to this Request for Proposal.

Environmental Stewardship

Ace was the first waste hauler in Utah to introduce CNG collection vehicles into their fleet. We now proudly run 102 CNG trucks, representing more than half our fleet, and our headquarters has a CNG fueling station capable of fueling 80 trucks simultaneously. In 2019, we saved 722,812 gallons of diesel fuel and significantly reduced our vehicle emissions.



Our commitment to the environment is evident every time we come to work at our headquarters. This facility includes water wise landscaping, an innovative geothermal climate control system, and solar panels. At Ace, we don't just talk about protecting the environment; we put our money and our people behind it.

Recycling Education and Waste Reduction

Ace has provided curbside mixed recycling services in the Salt Lake Valley since 2003. We now provide these services to 14 cities, the University of Utah, and many other government entities and commercial businesses. In 2019, Ace diverted more than 144,327 tons of recyclables from landfills to local processors.

The recycling industry is dynamic, and good recycling practices are more important than ever. We have a Sustainability Director who works closely with the Utah Recycling Alliance and the Recycling Coalition of Utah. We work with your city to help educate residents by writing monthly content for City newsletters or social media.

Safety

General Safety Practices

In our industry, safety is the highest priority. Our dedication to safety begins by hiring experienced drivers and training them in our best practices. We design routes to avoid high traffic times in areas near schools and businesses. Pre and post trip inspections are performed on all our vehicles in order to maintain our equipment in good shape and avoid breakdowns. Our safety standards extend to your neighborhoods, which is why we have the same drivers run the same routes every day.

Waste Watch

Our drivers are trained to look out for any suspicious activity in the communities we serve, and report anything out of the ordinary to dispatch, and if the situation calls for it, the local authorities. Our drivers are on your streets every day and can notice things such as an increase in foot traffic or new vehicles parked along the streets. Our drivers are asked to document any unusual acts they witness on route and report any acts of violence, or damages to private property, to the local authorities.

Facilities

Ace's priority is to provide safe, reliable service to all our customers. To help us achieve this goal, Ace owns and operates seven facilities in Utah and Wyoming. Each facility includes fueling stations and heavy equipment repair shops with factory certified technicians that can service all our equipment. Our customer service department and dispatch center are housed at our headquarters in West Valley City.

West Valley City: Headquarters/Corporate Offices

Our headquarters are located at 2274 Technology Drive in West Valley City, Utah. This facility sits on 9.5 acres and contains a 20,250-sq. ft. office complex, as well as a complete heavy equipment shop, metal container shop, wash bay, and CNG fueling station capable of fueling 80 trucks simultaneously. This state-of-the-art complex is solar powered, xeriscaped, and utilizes a geothermal heating and cooling system.

Pleasant Grove Transfer Station

Ace is currently developing a large regional facility on 21 acres in Pleasant Grove. When completed, this facility will consist of a large equipment yard, full-service truck garage, fueling stations and a large Materials Recovery Facility. The site is scheduled to be fully operational in 2020 and will be the primary service facility used to service Utah County.

West Jordan Facility

Ace's newest facility sits on 3 acres and is located at 5574 Leo Park Rd in West Jordan. It contains a heavy equipment shop, wash bay, and CNG fueling station as well as a staging area for trucks and associated equipment.

Clearfield Facility

Ace owns and operates a full-service facility in Clearfield to accommodate our growing commercial business in the north side of the valley, as well as the cities of Centerville, Bountiful, West Bountiful, and the Davis School District. The facility is fully equipped with an administrative office, a mechanics shop, newly expanded CNG fueling station, and a cart repair shop.

Financial Condition/Credit Rating

Please see attachments

Recent Relevant Changes

Ace has added 2 important regional facilities within the last year. Our West Jordan and Pleasant Grove facilities will greatly enhance our ability to serve southwestern Salt Lake County and Utah County. Each location has a full-service repair facility as well as equipment storage. Our Pleasant Grove location will contain a transfer station that will enable us to economically transport waste to landfills in Utah County.

Insurance Requirements

Ace carries general liability, workers compensation and aggregate insurance coverage in excess of the amount required in this RFP. We are happy to provide the City with the required performance bond as well.

MUNICIPAL REFERENCES



Alpine City

Ace has been providing sanitation services to Alpine City residents since 2003. We currently provide weekly trash pick-up and implemented a bi-weekly recycle program. Ace also provides a multitude of services including E-waste/shred events and Christmas tree collection for residents. **Ace successfully changed the City trash and recycle collection schedule from 1 day to 5 days per week and negotiated a lower disposal option for the disposal of trash at Intermountain Regional Landfill.**

Municipal Contact:

Shane Sorenson
(801) 763-9862



Grantsville City

Ace has provided municipal trash and curbside bulky waste service to Grantsville City since 2007. In 2013, Ace helped Grantsville City implement an opt-out recycle program. Services are provided to over 2800 homes.

Municipal Contact:

Mayor Brent Marshall
(435) 840-3714



Midvale City

Ace has been servicing Midvale City since 2003. We currently provide automated trash pick-up, curbside recycling, and 30 yd. roll-off containers for neighborhood clean-up. We are currently servicing more than 12,000 containers. We also provide a yearly E-waste/shred event.

Municipal Contact:

Glen Kennedy
(801) 567-7247



Murray City

Ace has provided automated trash pick-up and curbside recycling for Murray City since 2009. Ace also provides 30 yd. roll-offs for their neighborhood clean-up program. Murray City has 20,000 trash and recycle containers currently serviced by Ace.

Municipal Contact:

Danny Astill
(801) 270-2400



South Jordan City

Ace has been providing automated trash pick-up and recycle services for South Jordan City since 2014. Our service in South Jordan City has increased by 20% since the beginning of our contract.

Municipal Contact:

Rawlins Thacker
(801) 618-6680



South Salt Lake City

South Salt Lake City has been a customer of Ace since 1993. Currently we service 7,500 containers and provide automated trash service as well as curbside recycling. We also provide a seasonal bulk pick-up service.

Municipal Contact:

Kyle Kershaw
(801) 483-6756



Ace has provided automated trash pick-up and curbside bulky waste collection for Tooele City since 1992. We recently started a curbside recycling program for Tooele City earlier this year.

Municipal Contact:
Mayor Debbie Wynn
(435) 843-2101



Ace has served West Jordan City since 1986. During this time, the city has experienced tremendous growth. We currently collect trash, recycle, and green waste from 25,000 homes each month.

Municipal Contact:
Tim Peters
801-569-5722



West Valley City

Ace was awarded a new contract to provide solid waste services in 2019. Services include trash and recycle collection, monthly bulky waste collection as well as a neighborhood clean-up service that utilizes 30-yard roll-off containers. **Ace also negotiated a contract to dispose of all City solid waste at Intermountain Regional Landfill, located in Fairfield. This resulted in significant savings to the City.**

Municipal Contact:
Russ Willardson
801-963-3205

Key Staff Members

All Key Staff Members work at our West Valley City headquarters. They can be reached by calling: [800-724-9995](tel:800-724-9995)

Lon Stalsberg *President*

Lon is the founder and owner of Ace. Prior to organizing the company, Lon worked as a civil engineer. Lon has a Bachelor of Science Degree in Civil Engineering from Washington State University.

Matt Stalsberg *Vice President & General Manager*

Matt has been with Ace for 19 years. Matt is a graduate of the Huntsman School of Business and Utah State University. Matt manages all aspects of the day to day operation of the business.

Pat Frehner *Maintenance Manager*

Pat has been with Ace for 31 years. He has 33 years' experience as a heavy-duty mechanic. As our Maintenance Manager, Pat is responsible for the repair and maintenance of all our equipment, in all our shops located in Utah and Wyoming.

Ruben Garza *MIS Manager & Special Projects*

Ruben has been with Ace for 32 years. He has been involved in all aspects of the daily operation before moving into computer management and special projects. Ruben has designed and operated our computer network system and many of the programs we currently utilize.

Roger Turner *Safety Manager*

Roger has been with Ace for 34 years, with 24 years' operating a variety of equipment in our fleet. For the past 12 years, Roger has been our safety manager. He is responsible for our safety training program, insurance claims, investigating incidents, property damage, and conducting safety meetings.

Steve Wyatt *Controller*

Steve has been controller of Ace for 4 years. Prior to joining our company, Steve owned his own accounting firm which handled the preparation of financial statements and tax returns for Ace owners for 37 years. Steve is a Certified Public Accountant since 1984.

Lorissa Riggs *Office Manager*

Lorissa has 21 years' experience with Ace. Starting as a receptionist, she then moved to sales support and account retention. In 2014, she was promoted to Office Manager and currently manages customer service, accounts payables and receivables.

Aaron Lobato *Operations Manager*

Aaron has worked for Ace for 28 years, with 21 years' experience in residential collections. Currently, he oversees all elements of our operations department, including hiring and training drivers, developing routes, and overseeing our dispatchers.

Isaac Leituala Asst. Operations Manager/*Residential Supervisor*

Isaac has worked for Ace for 11 years. He has extensive experience in analyzing, developing and implementing residential routes. He also supervises our automated vehicle drivers in the cities we serve.

Richard Hamik Sales Manager/ richard@acedisposal.com

Richard has been with Ace for 29 years. He manages all sales personnel and is responsible for all commercial and government accounts. Additionally, he manages all marketing and advertising activity.

Richard will serve as a primary contact for this RFP.

Dawn Beagley Business Development/ dawnb@acedisposal.com

Dawn has worked in sales with Ace for 19 years, specializing in municipal accounts. For many city employees and property managers she is the “Face of Ace Recycling and Disposal.” Her customer service skills have been formed over many years of ensuring that customer concerns are professionally managed, and any issues are resolved quickly. Dawn will be a key account representative for West Valley City. Dawn *will serve as a primary contact for this RFP.*

Mercedes Anto Sustainability Director

Mercedes serves as our sustainability director. When not functioning as the office recycling expert, she helps customers increase their diversion rate and find solutions for hard-to-recycle items. She will handle reviewing and reporting for your recycle program. She currently serves on the Board of Directors of the Recycling Coalition of Utah. Mercedes has a Bachelor of Science Degree from Weber State University.

Customer Service

Ace is proud to offer customer service that consistently exceeds customers' expectations. We are committed to providing all our services in a safe, reliable and responsive manner. **Our customer service phone number is: 800-724-9995.**

Our ability to respond to service issues and complaints starts with all telephone calls being answered by a live customer service representative. During normal business hours, which are 7 a.m. to 5 p.m., Monday through Friday, calls are answered by our onsite customer service representative. For after-hours customer service, calls are answered by an external answering service. We never use automated phone answering systems. Our customer service representatives are highly trained and possess the knowledge to quickly assess a situation and resolve it on the spot. After-hours calls are logged into our system where they are reviewed by 7:00 a.m. the next day.

Our customer service center is in our corporate headquarters: 2274 S. Technology Dr., West Valley, Utah. This facility is equipped with the latest technology for immediate access to customer service information and direct communication with our dispatch center and drivers. Service complaints are permanently logged with the customer's name, address, telephone number, nature of the complaint along with details of the resolution. Ace drivers utilize a hands-free communication system to allow our collection vehicles to easily contact the main office and dispatch center. Our drivers are equipped with iPads that can take pictures of any unusual problems, then e-mail the photo with an audio explanation of the problem to anyone at the City or Ace.

Customer account changes will be made at the direction of City personnel. Missed cans and customer complaints shall be resolved on the same day when possible and no later than the next day. Damaged cans are replaced/repared as directed by City staff.



Firm Approach/Operations Plan

Each city has a different operational plan for each City we serve based on services, weather and city layout. All are key components in keeping your waste collection safe and efficient. Our goal at Ace is to provide Highland City residents with safe, affordable, quality waste collection service. Our number one goal with any service we provide is always, **Safety First**.

Residential Curbside Trash and Recycle: Preferred Option

Automated collection service would take place over 2 days, (Monday and Tuesday) each week. All services will be performed with a Modified Sweep method of collection. This method allows our fleet to be more flexible with seasonal changes and breakdowns, given all the different materials we haul. Trash services will be done on a weekly basis and the recycle service will be done on a bi-weekly schedule, on the same day as trash service.

Our sweep method will involve 3 trucks collecting materials as a team. By utilizing multiple trucks each day to collect trash or recycle, we can collect it faster because if someone packs out, or breaks down, another truck can finish his route easily.

Starting at 7:00 am, all 3 trucks will begin collecting trash. Each truck should pack out around 9:00 am and head for Northpointe transfer station to empty. All 3 trucks will be back in the city by 10:00 am. Two of the trucks will continue to service the remainder of the trash and 1 truck will start servicing the recycle containers in the city. The 2 trash trucks should finish by 12:30 pm and headed to Northpointe transfer station to empty. All trash containers should be serviced at this time. Both trucks will be back in the city by 1:30 pm to start collecting recycle containers. All trash and recycling service should be done in the city no later than 4:30 pm each day.

Christmas Tree Collection

This service would be provided in January on a Saturday. We would drop off 2, 30-yard roll off containers at 2 different locations. We would drop the containers off on the Saturday before and remove them the following Saturday. Leaving the containers in these locations for an entire week.

Roll Off Clean-up Program

This service would be done once a year during the springtime. All containers will be placed at a centrally located area for all the residents to be able to access. Ace would deliver 8, 30-yard containers on a Thursday and empty them on Friday and Saturday. All containers would be removed on Monday of the following week.

Government Offices and Facilities

All city facilities would be serviced as requested by the city. All frontload, and 96-gallon containers would be provided and maintained by Ace. Dumping will be scheduled weekly as requested. The schedule can be modified due to special events or request from the City.

Service Options and Alternatives

5 Day Residential Curbside Trash and Recycle Service (optional)

When Ace began servicing Alpine City the trash service was collected on one day (Friday). After several years Ace proposed and implemented a 5-day collection schedule. This change has worked extremely well for the City and Ace. The 5-day service schedule enables Ace to quickly and conveniently resolve any missed pick-ups or other issues that may arise, as well as being a lower cost option for the City.

Automated trash and recycle collection services would be provided Monday through Friday. Ace would start each day with 2 trucks servicing trash containers at 7 am. Both trucks will be packed out by 9 am and headed to Northpointe to empty. Both trucks will be back in the city by 10 am and 1 truck will continue to finish servicing the trash containers in the city with the other truck collecting recycle at 10 am. The trash truck will be packed out by 12:30 pm and be headed for Northpointe to empty. That truck will be back in the city by 1:30 pm to help finish servicing the recycle containers with the other truck. All trash and recycle will be done in the city by 3 pm each day.

Christmas Tree Collection (optional)

We plan to provide this service with a Rear load truck at the curb. This is an easy and efficient way to collect Christmas trees for recycling. Each resident can put their tree out by the curb, the first or second Friday after Christmas. We will run 1-2 trucks through each area collecting trees on the following Saturday.

Alternate Disposal Site Option

If the City decides to explore the option of disposing of City trash at a facility other than Northpointe, Ace has provided a price per ton to satisfy this request. Please refer to the Cost section for pricing.

Alternate Contract Term and Rate Discount

Ace is proposing a 8 year term of contract with a corresponding price discount on trash pricing. Please refer to the Cost section for pricing.

Cost Proposal

Two Day Trash and Recycle Collection

1st Trash Container: **\$6.60**

2nd Trash Container: **\$4.80**

1st Recycle Container: (bi-weekly) **\$7.30**

2nd Recycle Container: (bi-weekly) **\$7.30**

5 Day Trash and Recycle Collection

1st Trash Container: **\$6.42**

2nd Trash Container: **\$4.60**

1st Recycle Container: (bi-weekly) **\$7.15**

2nd Recycle Container: (bi-weekly) **\$7.15**

Government Offices and City Facilities

No Charge

City Clean-up Utilizing 30-yard Containers

\$180.00 per haul

Christmas Tree Collection Utilizing 30 Yard Containers

\$180.00 per haul

Christmas Tree Collection-Curbside Collection

\$2,000.00

Alternate Disposal Site Charge

\$32.00 Per Ton

Alternate Contract Term

8 Years / 5% Discount on Trash Pricing



HUB International Northwest LLC

835 N. Post St. • Suite 203
Spokane, WA 99201
Toll-free: 844-319-2901

hubinternational.com

February 20, 2020

Ace Disposal, Inc.
P.O. Box 2608
Salt Lake City, UT 84110

Re: Request for Proposals: Highland City
Residential Curbside Solid Waste & Recycling Collection,
Transportation, and Disposal Services

To Whom It May Concern:

Ace Disposal, Inc. is a valued client of ours and their Surety, Travelers Casualty and Surety Company of America. We have approved contracts up to \$3,000,000 single limit, and all obligations have been handled in an exemplary manner. Should the need arise, Travelers would certainly consider contracts exceeding this amount.

Travelers is prepared to provide bonding for the above contract, on their annual bond form, should Ace be awarded the contract. Naturally, approvals are subject to normal underwriting criteria at the time of the request, and review and approval of the final contract documents by Ace and their surety is required prior to issuing any final bonds.

Thank you, and should you have any questions regarding Ace Disposal or their surety program, please don't hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Keith McNally".

Keith McNally
Vice President
Surety & Commercial Insurance

:cll



Residential Solid Waste Collection and Curbside Recycling



March 4, 2020

Highland City
5400 W. Civic Center Dr.
Highland, UT 84003

Dear Highland city administration and members of the selection committee:

For over 30 years, Republic Services has provided quality customer service in the municipal market here in Utah County, many of those years in Highland city. Now, we are excited to submit a proposal to provide that same service to the City of Highland for many more years to come.

As you know, with Republic Services, you have a solid waste partner that understands this market. Besides Highland city, we service eleven (11) other cities in Utah County. The Utah County Republic team is backed by a company that places **safety first**, and we are proud that our efforts have been noticed locally and nationally. Based on national industry statistics, Republic Services is 41 percent safer than other companies in the waste and recycling services industry.

We also bring the **value of partnership** to our municipal relationships. Over the years we have had a tremendous relationship with Highland city. Our drivers take ownership of their Highland routes and do their very best every week to make sure the residents of Highland are taken care of. We will do the extra things necessary to realize and satisfy the needs of the community, your city, and that is our priority. We have proven this over and over again in your city over the years.

Also, Reece DeMille lives in Cedar Hills. He will routinely poll random residents of Highland to gauge their waste services experience and make note of how improvements can be made. His proximity and personal interest in Highland will not be found with any other area hauler.

Republic will be able to work with the city in switching service days and can fulfill all other requirements set forth in the Scope of Services section of the RFP. Please find at the end of this proposal, a cost sheet indicating our proposed rates as well as disposal information, and a page indicating our understanding and willingness to fulfill all aspects of the RFP.

I am legally able to contractually bind Republic Services to this proposal. This proposal is valid for 90 days.

Sincerely,


Gordon Raymond, General Manager
Republic Services - Utah

Safety
Partnership
Value



Executive Summary

92% of municipalities partnered with Republic Services extend their contracts because of our partnerships and local expertise offering simple, reliable solutions that are environmentally responsible.

Best Value

We'll handle it from here™, our brand's promise, lets customers know they can always rely on us to handle their recycling and waste needs in a way that is easy and effortless for them.

There is an undeniable energy of excellence at Republic, and it is surging through everything we do. Excellence is the essence of our growth through differentiation strategies.

We believe that excellence means being better than our competitors at everything we do... every day. We begin by actively listening to our customers. We seek out thousands of

Republic Services is your low-risk, best value partner

- Over 35 years working in Utah County
- Reliable - 99.9% pickup rate
- Environmental Responsibility - over 2,400 CNG trucks nationwide
- Safer - 41% fewer incidents than industry average
- Simple Solutions – Customer Mobile App called My Resource
- Only recycling and waste company named to the 2017 Forbes America's Best Employer List
- Only recycling and waste company on the Dow Jones Sustainability Index North America and World Indices
- Member of World's Most Ethical Company® List by Ethisphere Institute

conversations each month, mining for insights into customer wants and needs. Those insights lead to innovation. Our innovation brings about simple solutions for our customers.

Your Low-Risk, Best Value Partner - Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.

| Strengths of our Company | Benefits to Municipality |
|--|--|
| 99.9% On-time pickup rate | Happy community; fewer calls to city hall |
| 41% safer than industry average | Fewer incidents; safer community streets for children at play |
| Simple Solutions for your community waste and recycling needs | Easy access to solutions for the growing number of waste streams |
| Recognized globally on Dow Jones Sustainability Index | Peace of mind that you have a global leader in sustainable initiatives as your partner |
| Most advanced, integrated Customer Resource Centers in the industry | Longer customer service hours, with hundreds of trained agents networked together nationwide |
| Web and Smartphone based apps for easy access by community residents to relevant information | Stronger communications, and ease of alert and news dissemination |
| Robust community education and outreach | Better informed community leads to lower contamination and greater diversion rates |



Residential Solid Waste Collection, and Curbside Recycling



Next, we make it an effortless and enjoyable experience. We enable customers to interact with us on their terms: online, in-person or by phone. Then, the best people deliver a superior product or service, fulfilling and exceeding our promise. The zeal for our customers has brought forth new and exciting changes. From operations to talent to technology, we are focused on not just meeting the needs of our 14 million customers, but exceeding them.

Low cost providers in the industry sacrifice one or more of these elements, translating to risk for your municipality. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving over 2,700 municipal contracts today.

Local Leadership with National Support

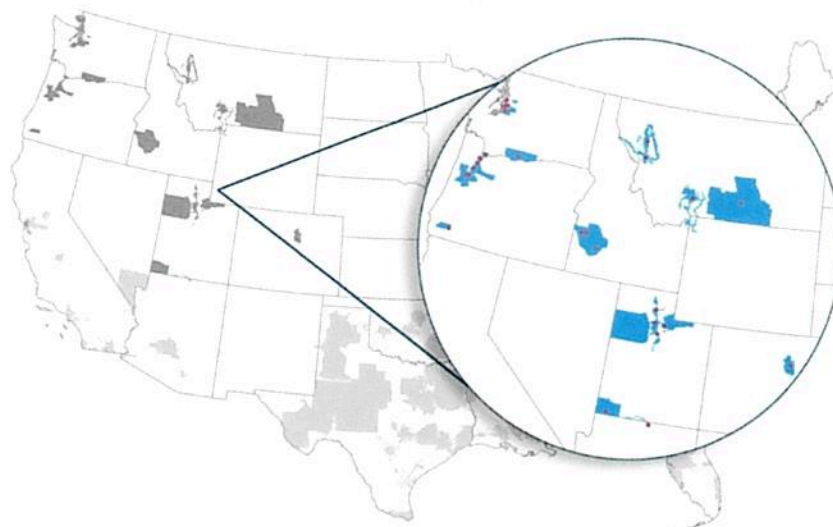
Our local team is vital to the successful delivery of this contract and its daily operations. This team’s unique combination of

collection experience, recycling expertise, and innovative management systems will ensure quality service for the duration of the contract.

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in the region. As a result of retaining experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers’ needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and corporate support to assist or respond to any challenge. An example of this benefit to you is

For over 35 years, Republic has serviced waste and recycling stops in this area. Local accountability backed by national support. Our Utah County operations are backed by our corporate-wide strength and experience, incorporating innovations from other local and national operations.





the response capabilities during times of crisis such as hurricanes, tornados, or other disasters. In times of challenges like this, our area and corporate teams activate to ensure people, assets and services are safe and can return to normal operations quickly. This is a considerable benefit and risk mitigation to Highland City that many other providers in the industry are unable to provide.

Operations

We exercise the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the day-to-day activities we conduct in our communities. We are working hard to understand and measure our impact on air, land and water to minimize or eliminate any negative consequences, where possible.

Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back in our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in over 240 markets at the highest standards.

Republic's community engagement plan is based on the needs of the community-based organizations and civic and business entities of Highland City. Republic has a track record of doing business in Highland City, proven by our continued support of your Highland Fling celebration.

Safety

We prioritize safety above all else. When people feel safe, they can fully participate in the opportunities that are available to them every day.

Republic has a consistently low and trending lower occurrence of incidents and accidents and is known for its strict focus on safety and corresponding best in industry, multi-faceted, and well organized safety program. Republic's average OSHA scores are lower than the average OSHA scores for the waste industry according to Department of Labor, Bureau and Statistics Data. Employees, the general public, and our customers all benefit from Republic's dedication to safety. Republic has been and will continue to strive to be the safest waste services company in America. We are 41 percent safer than our competition. Republic also has one of the youngest fleets among waste services providers in the United States.

People

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every level. We are invested in our employees and continue to look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show each and every day.

Republic is a local company staffed with a committed Wasatch Front team of over 200 professionals who take personal responsibility for serving customers with care. Republic is also an industry leader providing the strength of its national network, decades of experience, diversified capabilities and expertise serving clients of all sizes—including, proudly, Highland City.



**Residential Solid Waste
Collection, and Curbside Recycling**



ITEM 6. SELECTED FINANCIAL DATA

You should read the following Selected Financial Data in conjunction with Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operation* and Item 8, *Financial Statements and Supplementary Data*, which includes our consolidated financial statements and notes thereto as of and for the years ended December 31, 2019 and 2018, in this Form 10-K.

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data.

| | Years Ended December 31, | | | | |
|--|--------------------------|------------|------------|------------|------------|
| | 2019 | 2018 | 2017 | 2016 | 2015 |
| Statements of Income Data: | | | | | |
| Revenue | \$10,299.4 | \$10,040.9 | \$10,041.5 | \$ 9,387.7 | \$ 9,115.0 |
| Expenses: | | | | | |
| Cost of operations | 6,298.4 | 6,150.0 | 6,214.6 | 5,764.0 | 5,518.6 |
| Depreciation, amortization and depletion | 1,040.5 | 1,033.4 | 1,036.3 | 991.1 | 970.6 |
| Accretion | 81.9 | 80.7 | 79.8 | 79.1 | 79.4 |
| Selling, general and administrative | 1,091.9 | 1,059.5 | 1,057.4 | 969.8 | 983.1 |
| Withdrawal costs - multiemployer pension funds | — | — | 1.2 | 5.6 | 4.5 |
| Gain on business divestitures and impairments, net | (14.7) | (44.9) | (33.9) | (0.1) | — |
| Restructuring charges | 14.2 | 26.4 | 17.6 | 40.7 | — |
| Operating income | 1,787.2 | 1,735.8 | 1,668.5 | 1,537.5 | 1,558.8 |
| Interest expense | (392.0) | (383.8) | (361.9) | (371.3) | (364.9) |
| Loss from unconsolidated equity method investments | (112.2) | (35.8) | (27.4) | (6.1) | — |
| Loss on extinguishment of debt | — | (0.3) | (0.8) | (196.2) | — |
| Interest income | 6.4 | 1.6 | 1.0 | 0.9 | 0.8 |
| Other income, net | 6.4 | 3.4 | 2.7 | 1.1 | 1.2 |
| Income before income taxes | 1,295.8 | 1,320.9 | 1,282.1 | 965.9 | 1,195.9 |
| Provision for income taxes | 222.0 | 283.3 | 3.1 | 352.7 | 445.5 |
| Net income | 1,073.8 | 1,037.6 | 1,279.0 | 613.2 | 750.4 |
| Net income attributable to non-controlling interests in consolidated subsidiary | (0.5) | (0.7) | (0.6) | (0.6) | (0.5) |
| Net income attributable to Republic Services, Inc. | \$ 1,073.3 | \$ 1,036.9 | \$ 1,278.4 | \$ 612.6 | \$ 749.9 |
| Basic earnings per share attributable to Republic Services, Inc. stockholders: | | | | | |
| Basic earnings per share | \$ 3.34 | \$ 3.17 | \$ 3.79 | \$ 1.79 | \$ 2.14 |
| Weighted average common shares outstanding | 321.1 | 326.9 | 337.1 | 343.0 | 350.0 |
| Diluted earnings per share attributable to Republic Services, Inc. stockholders: | | | | | |
| Diluted earnings per share | \$ 3.33 | \$ 3.16 | \$ 3.77 | \$ 1.78 | \$ 2.13 |
| Weighted average common and common equivalent shares outstanding | 322.0 | 328.4 | 339.0 | 344.4 | 351.4 |
| Cash dividends per common share | \$ 1.56 | \$ 1.44 | \$ 1.33 | \$ 1.24 | \$ 1.16 |
| Statements of Cash Flows Data: | | | | | |
| Cash provided by operating activities | \$ 2,352.1 | \$ 2,242.8 | \$ 1,910.7 | \$ 1,847.8 | \$ 1,679.7 |
| Purchases of property and equipment | \$ 1,207.1 | \$ 1,071.8 | \$ 989.8 | \$ 927.8 | \$ 945.6 |
| Proceeds from the sale of property and equipment | \$ 21.7 | \$ 31.6 | \$ 6.1 | \$ 9.8 | \$ 21.2 |
| Balance Sheet Data: | | | | | |
| Cash and cash equivalents | \$ 47.1 | \$ 70.5 | \$ 83.3 | \$ 67.8 | \$ 32.4 |
| Restricted cash and marketable securities | \$ 179.4 | \$ 108.1 | \$ 141.1 | \$ 90.5 | \$ 100.3 |
| Total assets | \$22,683.8 | \$21,617.0 | \$21,147.0 | \$20,629.6 | \$20,535.9 |
| Total debt | \$ 8,688.5 | \$ 8,337.5 | \$ 8,187.4 | \$ 7,658.9 | \$ 7,532.9 |
| Total stockholders' equity | \$ 8,120.9 | \$ 7,929.5 | \$ 7,961.1 | \$ 7,693.7 | \$ 7,776.6 |

Truck Maintenance

We are serious about the training we give our technicians. Quality tech training is our mantra—from on-the-job training to formal classroom programs. Our team of tenured mechanics each takes a minimum of 80 hours of formalized training a year to make sure our technicians are the best in the industry, ensuring the safest trucks on the road.

We understand that our trucks are part of the life blood of our business. Keeping them in top condition is a top priority of ours and one that is not taken lightly. Our operations team and maintenance staff work cohesively to ensure that problems are communicated and fixes are quick and thorough.

Driver Practices

Joint accountability and proper communication between maintenance crews and operations personnel (drivers and supervisors) foster fewer unscheduled repairs and breakdowns.

Each day, drivers perform:

- Pre-/post-trip driver quality control inspection.
- Ensure that any issues drivers identify are accurately communicated to the shop.
- Driver Service Management (check-in and check-out).
- Supervisor on duty as drivers check in and out.
- Customer & route expectations communicated in morning meetings.

We Delight Our Customers

Our approach to customer service is to ask daily, “*how have we delighted our customers?*” For most customers, this means

We provide an exceptional customer experience when your residents or businesses contact us for assistance

- Three fully staffed, US-based, national call centers (CRC)
- Powerful, integrated technology, enabling you to talk to a real person
- 1 million customers expertly served each month via text, email, or phone
- Extended hours 5 a.m. MT to 8 p.m. MT Monday thru Friday and until 1 p.m. MT on Saturdays
- Web based applications for 24/7 access
- Well trained staff
- Continued CRC year-over-year improvement
- Net Promoter Score has improved on a year-over-year basis for 5 consecutive years

that our front-line customer service representatives—our professional drivers—collect everything on schedule. That also means drivers return containers in a safe and tidy manner—whether it’s walking around a car to get to a container or rolling the container up a steep driveway for a disabled or elderly customer.

We recognize that sometimes customers have questions regarding service. Although off to a rocky start with Highland City, our customer service center (CRC) has vastly improved and issues reported from Highland City has dramatically decreased over the past 12 months to almost nothing.

Safety is our #1 PRIORITY

Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to Think, Choose, Live within a framework designed for safety.

Safety Overview

Republic Services has an industry leading safety program that has been 41% better than the industry average for the past nine years, based on OSHA data. In addition, we have been recipients of 75% of the industry Driver of the Year awards for the large truck category since 2009.

Republic Services and its employees maintain strict compliance with all applicable OSHA and Federal, State, and Local safety requirements while performing all work related functions. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate, and verify employee practices throughout their careers.

Republic Services has the lowest occurrence of incidents and accidents in the industry due to its company-wide emphasis on safety, extensive employee training and on-going educational development programs. Republic Services requires all operations personnel to participate in extensive in house (off truck) training and testing as well as on road auditing and policy reinforcement.

Our employees are our greatest asset, and our dedication to every employee's safety is second to none

- 41% Safer than the Industry Average, while maintaining the 8th largest commercial fleet in the United States
- "Think, Choose, Live" embodies our company culture
- Winners of 75% of industry Driver of the Year awards since 2009

Republic Services offers full-spectrum safety initiatives and award-winning safety training programs to all employees. We are an industry leader in safety and we are very proud of our safety track record.

ReSOP Program

The Republic Safety Observation Program (ReSOP) is paramount to decreasing safety incidents throughout the company. Supervisors are required to conduct a minimum of two in-person driver observations per week.

The purpose is mutual improvement in safety and service. The driver and their leaders work together towards excellence; improving safety and efficiency throughout the process. Upon completion of each ReSOP, drivers receive corresponding steps for improvement.

Republic Services ReSOP Program decreased safety incidents since implementation



Safety Meetings & Training

Republic Services provides intensive safety training for all operational employees (Operations, Maintenance, Landfill) to develop on-going awareness through a combination of annual, monthly, and weekly training.

Safety topics are developed based on accident potential and subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides appropriate translators to engage all employees, encourages open discussion and participation by all and documents every session.

Meeting topics can include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry

Together for Safer Roads

As the operator of the 8th largest vocational fleet in the country, with an industry leading safety record, we have a direct effect on roadway safety each day. While our strong safety performance is significant in the communities we serve, we aspire for more.

Today, we are proud to be the only recycling and waste services provider associated with Together for Safer Roads. This innovative coalition brings together global private sector

companies across industries to collaborate on improving road safety and reducing deaths and injuries caused by road traffic crashes.

The Coalition's mission to provide guidelines and processes to keep employees, partners and contractors safe on the road closely aligns with our continuous work in fostering an environment that provides ongoing road safety education.

Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious

Our Focus 6 safety program assists in tips and techniques to reduce our top 6 most common accident types





Key Personnel Bios

Your local Utah team has been working together for many years, serving 12 municipalities in your area. The key positions and roles involved in the delivery of this contract are listed below:

General Manager

Gordon Raymond has been with Republic Services for over 30 years and is responsible for leading the business units along the Wasatch Front. His responsibilities include leading over 200 employees and 23 municipal contracts. Gordon has a wealth of waste and recycling knowledge plus advanced management skills including operations, P&L Management, Risk Management, Customer Relations and Satisfaction, Sales, and Marketing Management.

Municipal Manager

Reece DeMille has nearly 17 years experience in the solid waste industry. He is responsible for earning and maintaining contracts with our municipal partners throughout the State of Utah. Additional responsibilities include marketing, public education, project development, governmental relations and negotiations.

Business Unit Controller

Eric Phillips has worked in accounting for 9 years, he's a licensed CPA in Utah and has worked in the transportation/solid waste industry for over 8 years. He is currently responsible for all administrative, accounting and statistical reporting functions for Republic Services and ensures that financial controls and records are maintained in accordance with company policy and legal requirements. He is responsible for providing and reviewing

financial statements, variance analyses, billing, and account reconciliation. In addition, Mr. Phillips is responsible for providing analytical support and assistance for the division goals and action plans. He develops and coordinates the annual budget, establishes contract rates for municipal bids, and manages and trains staff in the accounting department.

Operations Manager

Clint Peebles has nearly 12 years of experience in daily management operations. He manages the daily operations for the Utah County hauling division and ensures maximum productivity and route management systems for commercial, roll off and residential routes and establishes productivity improvement goals where needed. Responsibilities include the development of supervisory goals and objectives, management of labor hours, and disposal expenses. He directly manages the budget for the operations department, which includes approval of purchase orders and vendor pricing. He also interacts with customers and local, state and federal government employees to resolve customer service concerns and ensure regulatory compliance standards are met.

Maintenance Manager

Craig Taul has been in the solid waste industry for over 33 years. He is responsible for overseeing all aspects of our fleet maintenance program. Mr. Taul ensures that all repair and maintenance work is performed in a safe, efficient and timely manner; reallocating resources among sites as appropriate. He oversees coordination, planning and scheduling of all repair work to increase productivity, while effectively managing the department's overtime.



**Residential Solid Waste
Collection, and Curbside Recycling**



Operations Supervisor

Dustin Sanderson will be responsible for the day-to-day services in Highland City. He has been in the solid waste industry for nearly 9 years. He is responsible for municipal route maps, route restructuring and supervision of employees providing waste collection and disposal. He is responsible for developing work schedules to match staffing levels, initiating work assignments and monitoring progress to improve work efficiencies.

graymond@republicservices.com 801-924-8468

rdemille@republicservices.com 801-443-2326

ephillips3@republicservices.com 801-924-8485

cpeebles@republicservices.com 801-443-2334

dsanderson@republicservices.com 801-443-2338

ctaul@republicservices.com 801-924-8461

Highland City will be serviced out of our Pleasant Grove office at:

**643 W. 700 W.
Pleasant Grove, UT 84062**



City References

Saratoga Springs City

Owen Jackson, Asst. City Manager
801-766-9793

Pleasant Grove City

Scott Darrington, City Manager
801-785-5045

Vineyard City

Jake McHargue, City Manager
801801-885-6285

American Fork City

David Bunker, City Manager
801-763-3000

Lindon City

Adam Cowie, City Manager
801-785-5043

Mapleton City

Cory Branch, City Manager
801-489-5655

Santaquin City

Ben Reeves, City Manager
801-754-3211

Salem City

Jeff Nielson, City Administrator
801-423-2770

Elk Ridge

Royce Swensen, City Recorder/Admin.
801-423-1555



Residential Solid Waste Collection, and Curbside Recycling



Republic understands the expectations of the RFP

1. Curbside collection of weekly MSW and bi-weekly recycling in 95-gallon containers provided by Republic.
2. MSW disposed of at North Point until a possible change in location and then pricing can be negotiated.
3. Recycling will be taken to a mutually agreed upon location and tipping fees will be paid for by Republic.
4. Roll-off dumpsters will be provided by Republic for Highland residents' clean-ups and Fling celebration; Republic will service those containers when in use.
5. Provide a centralized Christmas tree collection service.
6. *** Republic will work with the city to move the collection day from Friday to another day of the week. Republic would ask, as the contract start date is only a few months away, that the city work with Republic on the timing of the change in service days.
7. Both recycling and trash will be collected on the same day for each household.
8. Republic will provide the frontload service per the required locations and collection schedule listed in *Front Load Dumpster Locations & Collection* on Page 2 of the RFP.
9. Republic has provided proof of the requested insurance requirements.
10. Republic has provided proof of performance bond ability based on the successful execution of a contract.
11. The initial term of the contract will be 5 years, beginning July 1, 2020.
12. The contract will allow for mutually agreed upon contract extension(s).
13. Republic has no conflict of interests related to the RFP or this proposal.
14. There have been no relevant changes to our firm that would affect this proposal or our responsibility to the RFP.
15. Republic Services has a centralized call center (CRC) that will take the majority of concern calls from Highland residents. The call center has greatly improved its approach since its inception a few years ago. On-going training is conducted at the center, lead by Eric Archer who has years of call center supervision/management experience. The main center that would take Highland calls is in Phoenix, Arizona. The center is equipped with software that is updated to show the service we provide to the residents of Highland. When a resident calls in, an agent will pull up the information for Highland city that will show all of the services that we provide to the residents. All needed communication, be it a broken container, missed pick up, or other, will be immediately sent by the CRC to our Pleasant Grove office so the local staff can satisfy the concern.
16. It is expected that the city will communicate customer concerns to our PG office and also direct incoming calls to the CRC. Staff and administration calls from Highland city are welcome to go directly to our Pleasant Grove office, as they do now, or to Reece DeMille, as they do now.



NEW PERSONAL TOUCH

For this new contract, Republic will work with Highland city to identify every single home address and input each address into our company's CRC data base. This will allow the CRC to know exactly what service each resident has which will drastically improve communication between the residents and Republic Services.

It could lead to individualized services requested by residents for bulky, odd-sized, or special waste collection. In a summary billed situation, like it is currently, nobody really knows how many cans each resident has; this would change that. This program would guarantee that the city, and Republic, are being paid for all of the containers being used in the city.

This program would help both Republic and the city track containers that are habitually not out by 7 AM on their service day, ones that we have missed, or in areas that are difficult to service due to weather and location. It would also allow Republic to add each Highland resident to our quality service surveys so that we can better track how we're doing in your city through individualized responses. This would greatly increase our ability to make needed changes/improvements to service that would immediately benefit the residents of Highland.

We are very excited to work with the city in setting this program up and taking advantage of this wonderful service opportunity.



PRICING

| | |
|--|---------|
| 1 st MSW container per month: | \$ 5.75 |
| Addt'l MSW containers per month: | \$ 3.75 |
| Recycling containers per month: | \$ 5.55 |

Annual Price Increases

It is proposed that each July 1st, prices will increase by a flat 3% (plus/minus whatever the recycling tipping fee adjuster will be – see *next page*) OR if the city would rather, it could take the Garbage & Trash CPI index. Either one could be written into the contract.

MSW Disposal

Highland City will continue to pay for MSW disposal at the North Point Transfer Station. Republic anticipates that a new disposal location in northern Utah County will be open by the time Highland's agreement with North Point comes up and would like to negotiate taking Highland's MSW to the new location.



Recycling Disposal

This proposal assumes the following with regards to paying for curbside recycling tipping fees:

- Republic Services will pay for the cost of recycling tipping fees.
- \$95/ton (today's current rate) will be used as the Highland "baseline" going forward.
- Each year, the average recycling tipping fee will be determined using the prior 12 months' actuals.
- The difference between the 12 month actual average and the baseline of \$95 will be adjusted in a new annual rate.
- The calculation of the new rate will be \$0.01 up/down for every \$1.00 the average rate differs from \$95.

For example

The curbside collection rate is \$5.55 per home per month to start the contract (July 1, 2020) with the \$95 baseline. On July 1, 2021, it is determined, using the last 12 months' actuals, that the tipping fee average for the year was \$97 per ton. Thus, \$0.02 would be added to the \$5.55, along with the 3% annual price increase escalator, to make the new July 1, 2021 per home per month rate. ($\$5.55 + 3\% = 5.72 + \$0.02 = \$5.75$)

This also works in reverse if the rate goes down. If the average tipping fee rate for the 12 months was \$86/ton, \$0.09 (for $\$95 - \$86 = \$9$) would be taken off of the rate.

($\$5.55 + 3\% = \$5.72 - \$0.09 = \5.63)



LETTER OF INTENT

March 4, 2020

Highland City
5400 W Civic Center Dr
Highland, UT 84003

RE: Allied Waste Services of North America, LLC dba Allied Waste Services of Utah County //
Republic Services of Utah
Residential Curbside Solid Waste & Recycling Collection, Transportation, and Disposal Services

Gentlemen:

We are writing to you at the request of Allied Waste Services of North America, LLC dba Allied Waste Services of Utah County // Republic Services of Utah. This principal has or is about to submit a Bid proposal for Residential Curbside Solid Waste & Recycling Collection, Transportation, and Disposal Services .

If a contract for this work is awarded to Allied Waste Services of North America, LLC dba Allied Waste Services of Utah County // Republic Services of Utah, Evergreen National Indemnity Company, a surety licensed to conduct business in the State of Utah, has agreed to act as surety to issue the required \$50,000.00 Performance Bond which is a condition of awarding of this contract.

Please let us know if you need anything further in this regard.

Sincerely,



Timothy S. Buhite
Attorney-in-Fact
Evergreen National Indemnity Company

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. Letter of Intent

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Timothy S. Buhite

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

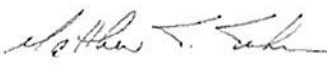
"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

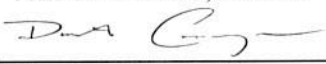
IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: 

Matthew T. Tucker, President

By: 

David A. Canzone, CFO

Notary Public)
State of Ohio)

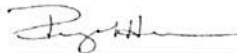
SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022



Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 4th day of March, 2020





Wan C. Collier, Secretary

Performance Bond

Bond No: _____

KNOW ALL MEN BY THESE PRESENTS, that _____, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Blvd., Suite 321, Mayfield Heights, Ohio 44124, the Surety, are held and firmly bound unto the _____, as Obligees, in the penal sum of _____ (\$ _____), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for _____ with the above mentioned Obligees, which contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning _____ and ending _____.
2. If there is no breach or default on the part of the Obligees, then the Surety's performance obligation under the bond shall arise after:
 - a. The Obligees has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract, and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligees, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Obligees's right, if any subsequently to declare a Principal default;
 - b. The Obligees has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Obligees has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligees.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligees recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed this _____ day of _____.

Principal

EVERGREEN NATIONAL INDEMNITY COMPANY

Surety

By: _____
Title

(Corporate Seal)

By: _____
Attorney-In-Fact

(Corporate Seal)

Witness: _____

Witness: _____

Sample
Perf
Bond



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|------------------|---|--|
| AGENCY | | NAMED INSURED | |
| POLICY NUMBER See First Page | | REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054 | |
| CARRIER See First Page | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

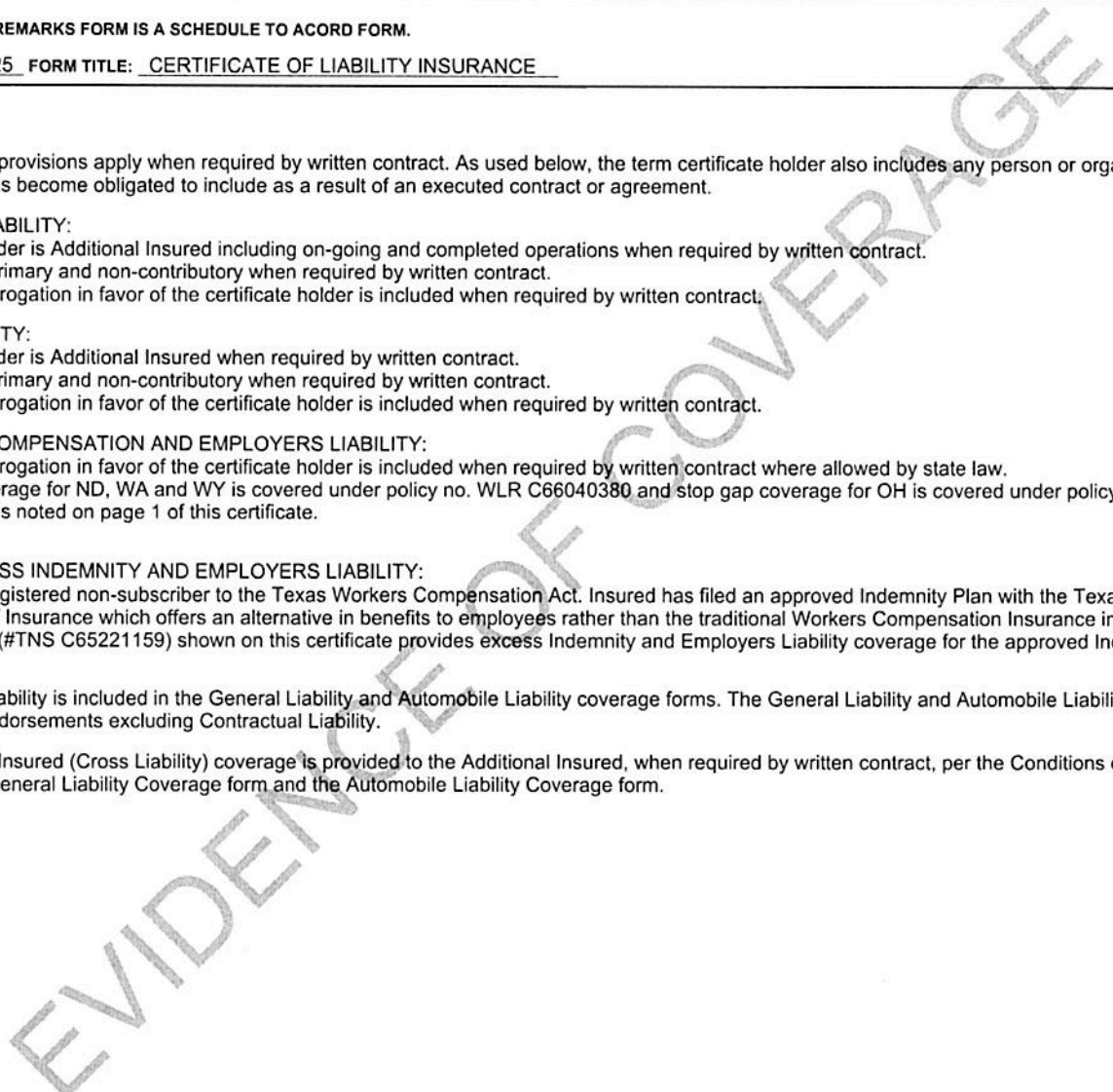
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.
 Stop gap coverage for ND, WA and WY is covered under policy no. WLR C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C65221159) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL TO PROVIDE
RESIDENTIAL CURBSIDE SOLID WASTE & RECYCLING
COLLECTION, TRANSPORTATION, AND DISPOSAL SERVICES
FOR HIGHLAND CITY
IN THE STATE OF UTAH**

The undersigned, Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **GORDON RAYMOND** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 12th day of February, 2020.



Eileen B. Schuler, Secretary

HIGHLAND CITY UTAH

**Proposal for Curbside Solid Waste
and Recycling Collection,
Transportation, and
Disposal Services**

DUE
Wednesday, March 4, 2020, at 5 p.m.

SUBMITTED BY
Waste Management of Utah, Inc.

**Proven Solutions from
a Trusted Partner**

CONTACT
Blake Leonelli
Public Sector Solutions Manager
(801) 716-0210
bleonel1@wm.com





WASTE MANAGEMENT
Waste Management of Utah, Inc.
1177 South 1580 West
Orem, UT 84057

March 4, 2020

Highland City
5400 West Civic Center Drive, Suite 1
Highland City, UT 84003
Attn: Ms. Erin Wells, Assistant City Administrator

Dear Ms. Wells:

Waste Management of Utah, Inc. (Waste Management) is pleased to present the following response to Highland City's (City) request for proposals for Curbside Solid Waste and Recycling Collection, Transportation, and Disposal Services (RFP).

Waste Management works with communities of all sizes throughout Utah and across North America. We use this vast experience to set a higher standard for our services and to drive continuous improvement in our operations. You can rest easy knowing that we operate in full compliance with all local, state, and federal regulations. While we are a national provider, our operations are local. Our Orem Hauling District is part of your community, and our team members are your neighbors and friends. We will utilize our extensive experience and resources to bring the City the collaborative partner you seek that delivers the services your residents desire.

With Waste Management as your partner, you can expect:

- ✓ Reliable, on-time collections driven by our world-class service team, industry-leading onboard technology, integrated back office software, and highly-skilled operations specialists
- ✓ A partner who puts our money where our mouth is, our investment in a compressed natural gas (CNG) fueling station and the new Salt Lake Materials Recovery Facility (MRF) are part of our commitment to supporting the region's green initiatives
- ✓ A best-in-class fleet powered mostly by clean-burning, near zero emissions CNG fuel

As an officer of our company that is legally able to bind our firm, I confirm that the response included herein is valid for 90 days. I also confirm that Waste Management is ready, willing, and able to fulfill all of the requirements outlined in the Scope of Services.

Thank you for the opportunity to participate in your selection of an environmental services partner. Please do not hesitate to contact your dedicated Public Sector Solutions Manager, Blake Leonelli, at (801) 716-0210 or bleone1@wm.com with any questions regarding our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Bradley', with a long horizontal line extending to the right.

Scott Bradley | President | Waste Management of Utah, Inc.



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Waste Management is your partner for environmental service and solutions whose people go above and beyond to serve and solve every challenge **the right way.**

Data contained in this proposal represents the most recently published information for Waste Management's wholly-owned operations, unless otherwise indicated.



1 | NON-COLLUSION

Highland City prohibits collusion, defined as a secret agreement for a deceitful or fraudulent purpose. Please disclose any conflict or potential conflict of interest that your Firm may have concerning this engagement.

Waste Management has no conflict or potential conflict of interest concerning this engagement.



2 | FIRM QUALIFICATIONS

Provide a description of your Firm's experience and capability of fulfilling this contract if awarded.

A Local Company with National Resources

Waste Management is a local company with hauling operations throughout Utah. We have provided superior waste and recycling services from our Orem Hauling District to the surrounding area for more than 46 years.

Our local office in Orem will provide the City with operational, management, financial, and reserve resources as part of this Agreement. Our outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only meet but exceed the City's expectations for waste and recycling services.

We are well positioned to provide the services and operations you require on an uninterrupted basis and our Orem Hauling District team looks forward to the opportunity to provide waste management services for Highland City.

Who We Are and What We Do

At Waste Management, we place our customers at the center of what we do every day. We are a team of approximately 43,700 employees motivated by a desire to go above and beyond for our nearly 20 million municipal, commercial, industrial, and residential entities throughout North America for whom we provide a range of environmental solutions, including collection, recycling, disposal, and renewable energy production.

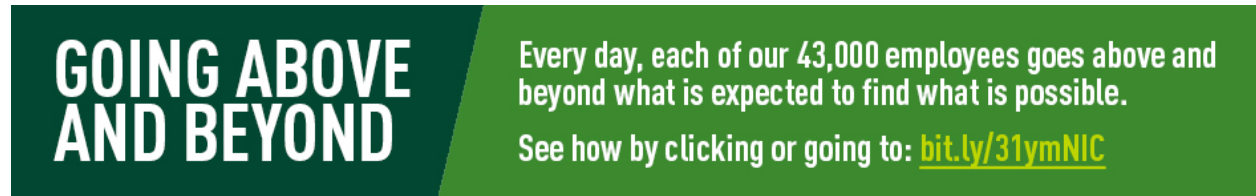
To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities. Unmatched in geographical reach and ability, our network enables us to manage every aspect of our customers' waste streams.

But, our broad geographical coverage and depth of experience allow us to do so much more. With our team of in-house environmental experts, we assist customers with customized sustainability plans. In response to natural disasters or unforeseen needs, we provide almost immediate support to customers by quickly assembling emergency collection services. And, as North America's leading post-consumer recycler, we navigate a complex international commodity market to safeguard the long-term viability of our customers' recycling programs.

Waste Management of Utah, Inc.

Waste Management of Utah, Inc., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in Utah in 1973. Our team of professionals will service the City from our Orem Hauling District, which is located at 1177 South 1580 West, Orem, UT 84057. We invite the City representatives to visit our facilities and learn firsthand about our superior operational approach to providing waste and recycling services for your City.

For many customers, the authenticity of who we are and the depth of what we do make us more than just a service provider. We strive to be a long-term partner that our customers can trust by doing things the right way, every day.



GOING ABOVE AND BEYOND

Every day, each of our 43,000 employees goes above and beyond what is expected to find what is possible.

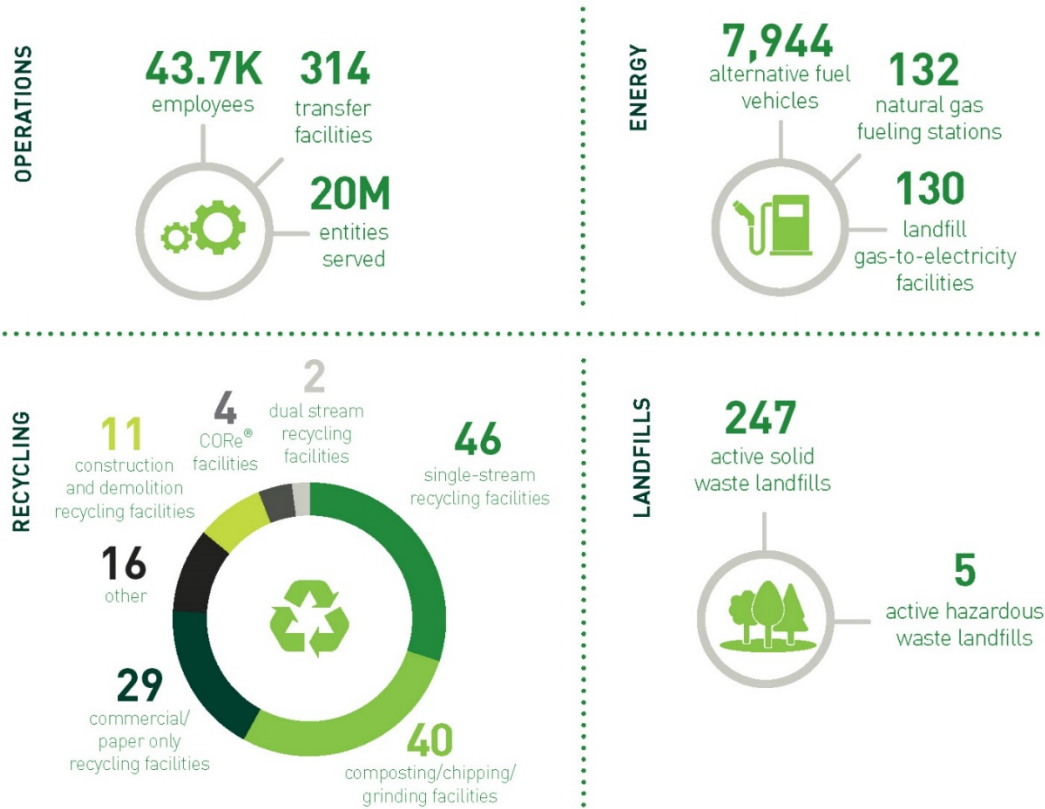
See how by clicking or going to: bit.ly/31ymNIC

Our Core Services - Redefining Your Expectations

We are pushing the boundaries of what you can expect from your environmental services provider. A sampling of our services and sustainable technologies include:

- ✓ **Sustainable Services Tailored for the City:** Every aspect of our services is designed with the City in mind. Our fleet of trucks is fueled with clean, compressed natural gas and loaded with technologies that minimize environmental impacts for your City and proactively monitor service quality and vehicle safety. Customers can also choose how and when to interact with us - we are available by phone, email, online chat, and offer 24/7 account management at wm.com and with our WM Mobile App.
- ✓ **Recycling:** We have been leading change in the recycling industry for over three decades. We work closely with our customer partners throughout North America to expand access to recycling, and in 2018 we processed 15.2 million tons of recyclables. This number represents a staggering 88 percent increase in recycling tons processed since 2007.
- ✓ **Organics:** We operate a nationwide network of 44 organics recycling facilities, including co-digestion and composting facilities. In 2018, Waste Management processed 3.59 million tons of source-separated organic materials, including yard trimmings, food waste, and biosolids.
- ✓ **Waste-Based Energy:** At our 130 landfill gas-to-energy (LFGTE) facilities, we capture methane and use it as an alternative to fossil fuel-generating electricity that is sold to local utilities and also converted into natural gas fuels. Renewable natural gas produced from processed landfill gas now fuels over 33 percent of our natural gas fleet.
- ✓ **Hard-to-Handle Materials:** We offer several programs to help our customers dispose of hard-to-handle waste streams, including paint, automotive products, flammable and combustible items, batteries, electronic, and medical wastes.
- ✓ **Advancement of New Technologies:** We are dedicated to finding solutions to the problems of tomorrow, today. That is why we are making meaningful investments in companies focused on transforming materials such as solid waste into biofuels and renewable chemicals.

Waste Management At-a-Glance (data represents Waste Management’s most recently published information)



Local, Regional, and National Resources for the City

With Waste Management as your partner, the City will receive more than simple collection services. You will have an ally with unmatched resources that give you peace of mind that your waste and recycling will be collected and managed with the utmost care, even during emergency and natural disaster situations. Collections will be managed using proven best practices in full compliance with all local, state, and federal regulations.

Local support: Within a two-hour drive of Highland City, there are two other Waste Management hauling districts. This means that if there is a need, we can redeploy equipment and people to the City the same day.

Regional support: Our regional operations stretch throughout Utah. This allows our team to respond to regional events with seamless support. Needed containers, trucks, drivers, and managers can be requested from our area to support unusual events if ever needed. These resources can be deployed the same day.



National support: As the leading environmental solutions provider in North America, Waste Management can pull additional resources from our hauling districts throughout the nation in the event of an emergency or natural disaster.

Our Unwavering Commitment to Safe Operations

It is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night. Likewise, Highland City and all of the communities we operate in depend upon us to safely collect, process, and dispose of their wastes while being mindful of our actions in their neighborhoods to protect the environment that we share.

Therefore, safety is not just a priority for Waste Management - because priorities often change - safety is a core value for our company. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Providing the safest possible service starts with our employees and establishing a culture for them that is grounded in safety. We do this through:

- **Hiring the Right Employees:** Our diligent pre-employment screening process includes a comprehensive background check, fingerprinting, and drug testing. All candidates and employees are subject to Waste Management's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.
- **New Hire Training:** Regardless of prior relevant experience, all new drivers participate in new hire training at one of our regional Driver Training Centers. Through this two-week immersion training experience, drivers learn safety rules, procedures, vehicle inspections, safe lifting, and DOT required safety curriculum. In total, each newly hired driver undergoes more than 80 hours of training both in classrooms and behind the wheel with an experienced driver.
- **Ongoing Training:** Every morning, each of our drivers attends "tailgate" meetings where relevant and time-sensitive safety topics are often discussed. Monthly safety training series are also held and provide employees additional time to go in-depth on new or key safety topics. Observation behavior assessments are conducted regularly by route managers and driver trainers and provide on-the-job assessments to evaluate driver knowledge, operating behaviors, and compliance with safety rules and best practices.

Waste Watch®: Collaborating with Law Enforcement for Safety



Serving the same locations each week allows Waste Management drivers to become familiar with their routes and areas. Our Waste Watch program leverages this advantage by formally teaching our drivers how to observe and report suspicious activity or an emergency situation to law enforcement.

Waste Watch-certified drivers participate in a formal training program administered in collaboration with local public safety and law enforcement officers. Over the past decade, Waste Management drivers throughout the U.S. and Canada have reported suspected crimes and assisted with emergencies caused by car crashes, house fires, and pedestrian accidents.

Industry-Leading Safety Technology

Our fleet's technology needs are specific to the services we perform, requiring us to custom develop and implement advancements based on what matters most to Waste Management - our partners and customers and our ability to deliver safe and efficient collection services with outstanding customer service.

- **DriveCam®:** Each Waste Management truck cab is equipped with a forward-facing camera constantly recording everything that happens. Whenever there is a sudden movement, such as hard braking, swerving, or a collision, the camera automatically saves a 12-second section of video. Once an event is captured, information is sent to Waste Management route managers for performance coaching with the driver.
- **Back Up Cameras:** Our trucks have back up cameras that provide a view of the area behind the truck whenever the truck is in reverse. This reduces the potential for backing accidents and enhances pedestrian safety.
- **eRouteLogistics®:** eRouteLogistics software on each trucks' onboard computing system considers traffic patterns in the community through GPS – giving us the ability to modify routes in real time so our trucks avoid congested areas or ongoing community events.
- **On-Board Methane Detection:** On CNG-powered trucks, methane detectors provide immediate visual and audible alarm for potential leaks from fuel tanks or lines.

Additionally, all Waste Management trucks come standard with safety features such as electric heated rear view mirrors, Bus Boy mirrors for unrestricted views of the area in front of the truck, side floodlights to illuminate both sides of the truck, and heavy duty disc brakes that exceed all applicable Federal Motor Vehicle Safety Administration requirements.

Our Safety Commitment to Our Customers and Employees

There may be no other consideration as important as safety when selecting a service provider for your community. Without a doubt, safety matters. It is no surprise that after a tragedy most will say that as long as their family is healthy and safe, nothing else matters - material items can always be replaced.

At Waste Management, we all recognize safety as a core value - from our local District Manager to the drivers, mechanics and staff who represent each district. With a constant focus on and meaningful investments in training, technologies, maintenance and continuous improvement, we will deliver safe and reliable collection services that protect the cities we serve, the people we employ, and the environment we share.

Provide information describing your Firm's financial condition. Include in such description, where applicable, the credit rating of your Firm's parent entity or related subsidiaries that would provide services under this RFP.

As a wholly-owned, indirect subsidiary of Waste Management, Inc., Waste Management of Utah, Inc. does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, Waste Management is held to the most stringent regulations for accurate and timely financial disclosure.

Revenue in 2019 was \$15.46 billion, and Waste Management has an asset base of \$27.7 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for our commitment to serve our customers, perform

our obligations, and protect the environment in carrying out our broad waste management services. Full financial results are available on our website at investors.wm.com.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable.

Waste Management's financial strength, as summarized above, gives the City assurance that we can and will fulfill our obligations.

- Waste Management is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, new capital requirements are internally financed by Waste Management using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

Waste Management's financial strength helps us to continually advance services for all of the customers we serve, including the City, and we are committed to maintaining that strength.

Industry-Best Bonding

Waste Management has a comprehensive surety program with multiple surety companies participating, offering large amounts of capacity. Due to the number of instruments we administer, we do not provide detailed information. However, surety bonds are issued in the range of \$1,000 to excess of \$25 million. Waste Management has a \$100 million aggregate and \$50 million single capacity limit and has never been denied project bonding. The following consent of surety letter confirms that we will be able to provide the required \$50,000 performance bond if selected as the City's preferred provider.



March 4, 2020

Highland City
5400 West Civic Center Drive, Suite 1
Highland City, UT 84003

To Whom It May Concern:

We have reviewed the Proposal of Waste Management of Utah, Inc. for the Residential Curbside Solid Waste & Recycling Collection, Transportation, and Disposal Services. We understand that Proposals will be received on March 4, 2020 for the above project, and wish to advise that should this Proposal be accepted and the Contract awarded to Waste Management of Utah, Inc., Evergreen National Indemnity Company will provide the required Performance Bond before the work can commence.

Evergreen National Indemnity Company is a 570 Circular Treasury Listed company, with an A- A.M. Best Rating and duly licensed to do business in the State of Utah.

By: ***Evergreen National Indemnity Company***


Denise M. Borowy, Attorney-In-Fact

6140 Parkland Blvd. Suite 300 • Mayfield Heights, OH 44124 • P: (440) 995-5100 • F: (440) 995-5101



EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. BID CONSENT

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *****Denise M. Borowy*****

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY

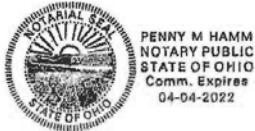


By: *Matthew T. Tucker*
Matthew T. Tucker, President
By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 4th day of March 2020



Wan C. Collier
Wan C. Collier, Secretary



Gold-Standard Insurance

Waste Management secures gold-standard insurance coverage to protect our partners. Going above and beyond, we provide environmental site liability coverage, which covers all active sites that are owned or operated by Waste Management. It offers third-party liability for bodily injury and property damage, off-site clean-up coverage, coverage for both sudden and non-sudden pollution incidents, and transportation coverage including the loading and unloading of the vehicle. The City can rest easy with Waste Management as your service provider knowing that you are always protected by best-in-class insurance. Copies of our certificates of insurance are included on the following pages.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2021 DATE (MM/DD/YYYY) 12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|----------|---|-------------------------------|---|
| PRODUCER | LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538 | CONTACT NAME: | |
| | | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 1001 FANNIN, SUITE 4000 HOUSTON TX 77002 | INSURER A: | ACE American Insurance Company 22667 |
| | | INSURER B: | Indemnity Insurance Co of North America 43575 |
| | | INSURER C: | ACE Fire Underwriters Insurance Company 20702 |
| | | INSURER D: | ACE Property & Casualty Insurance Co 20699 |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 15034758 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------------|--|-----------|----------|--|----------------------------------|----------------------------------|--|---------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | HDO G71237345 | 1/1/2020 | 1/1/2021 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 5,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ XXXXXXXX |
| | | | | | | | PERSONAL & ADV INJURY | \$ 5,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 6,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 6,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | MMT H25290008 | 1/1/2020 | 1/1/2021 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ XXXXXXXX |
| | | | | | | | BODILY INJURY (Per accident) | \$ XXXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ XXXXXXXX |
| | | | | | | | | \$ XXXXXXXX |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | Y | Y | XOO G27929242 005 | 1/1/2020 | 1/1/2021 | EACH OCCURRENCE | \$ 15,000,000 |
| | | | | | | | AGGREGATE | \$ 15,000,000 |
| | | | | | | | | \$ XXXXXXXX |
| B A C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | Y | WLR C66043058 (AOS) WLR C66043010 (AZ, CA & MA) SCF C66043095 (WI) | 1/1/2020 1/1/2020 1/1/2020 | 1/1/2021 1/1/2021 1/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 3,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 3,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 3,000,000 |
| A | EXCESS AUTO LIABILITY | Y | Y | XSA H25289961 | 1/1/2020 | 1/1/2021 | COMBINED SINGLE LIMIT (\$9,000,000) (EACH ACCIDENT) | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

| | |
|---|---|
| <p>CERTIFICATE HOLDER</p> <p>15034758</p> <p>"FOR INFORMATION PURPOSES ONLY"</p> | <p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>[Signature]</i></p> |
|---|---|





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|------------------------------|
| PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): 800-363-0105 |
| E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Waste Management, Inc. 1001 Fannin Suite 4000 Houston TX 77002-6711 USA | INSURER A: Ironshore Specialty Insurance Company 25445 | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

Holder Identifier :

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------------------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| A | UMBRELLA LIAB <input type="checkbox"/> OCCUR X EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION | | | 002830703 Env Excess Liability | 07/01/2019 | 07/01/2020 | EACH OCCURRENCE \$24,000,000 AGGREGATE \$24,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT |
| A | Env Site Liab | | | 002830603 Claims-Made | 07/01/2019 | 07/01/2020 | Each Incident Limit \$1,000,000 Aggregate Limit \$2,000,000 SIR \$5,000,000 |

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 "FOR INFORMATION PURPOSES ONLY"
 The evidenced policies cover all sites that are owned or operated by Waste Management, Inc. and that are scheduled for coverage. The policies provide Pollution Legal Liability.

| | |
|---|---|
| CERTIFICATE HOLDER Waste Management, Inc. 1001 Fannin Street Suite 4000 Houston TX 77002 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc</i> |
|---|---|



Describe any relevant changes in your Firm within the past year, or anticipated changes, that may affect your capability to perform the services being requested.

There have been no relevant changes in our company within the past year, nor are there any anticipated changes, that would affect our capability to perform the services being requested by Highland City in this RFP.

Provide references from governmental entities where your Firm has performed similar services and any information your Firm has on customer service ratings or satisfaction. Provide information regarding your Firm's background and experience in providing these services.

As a trusted environmental solutions partner for communities throughout Utah, we know municipal customers, their needs, and their requirements better than any other company. We provide service for many of the City's neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers. Included on the following page is a letter of recommendation from Mr. Goodwin, City Manager of the City of Cedar Hills, that provides an overview of our long and positive service history with their community where we provide service similar to those requested by Highland City.

| Cedar Hills | Lehi | Orem |
|--|--|--|
|  <p>Chandler Goodwin, City Manager/Planner (801) 785-9668 x101 cgoodwin@cedarhills.org Residential and City facility collection services since 1991.</p> |  <p>Dean Lundell, Finance Director (385) 201-2289 dlundell@lehi-ut.gov Commercial front load and roll off collection services for City facilities since 1990.</p> |  <p>Jamie Davidson, City Manager (435) 229-7035 jpdavidson@orem.org Commercial front load and roll off collection services for City facilities since 1993.</p> |



February 21, 2020

TO WHOM IT MAY CONCERN:

The City of Cedar Hills has contracted with Waste Management since May 1991 to provide solid waste services. We have found their pricing, performance, and service to be excellent. Our resident surveys have also provided feedback praising the exceptional service provided by Waste Management.

Since 1991, our city has experienced tremendous growth and change. We have appreciated Waste Management's desire to listen and adapt to our evolving needs. Waste Management has been our partner to ensure that this vital service continues to be seamlessly delivered to the residents of Cedar Hills.

If you have further questions, please contact me at 801-785-9668 x101 or via e-mail at cgoodwin@cedarhills.org.

Sincerely,

Chandler Goodwin
City Manager/Planner

3 | STAFFING PLAN



Indicate the names, titles, roles, locations, phone numbers, and e-mail addresses, of each member of the team that will be designated to work on this project for your company. Indicate which person and position will serve as the day-to-day contact for the City. Provide brief resumes of the listed person(s).

Introducing our Highland City Service Team

At Waste Management, we believe that developing a strong relationship with you and your community is important to our long-term partnership. Our priority is to thoroughly understand your program goals and service expectations – we listen first and act second. We will work with you, your community, and internally, as your Waste Management Highland City service team, to implement and execute collection services that align with all of your requirements and expectations.

Your Waste Management Highland City service team will include:



Brad Kloos | District Manager | (801) 282-8201 | bkloos@wm.com

As District Manager, Brad oversees the day-to-day operations of our Orem Hauling District, including oversight of all of our team members that that will be responsible for waste and recycling collection in Highland City. He provides leadership support to front-line managers for safety, operational, and service performance, while also diagnosing and improving processes and procedures. Brad is responsible for the District's overall service and budget performance. He will interact with your staff to maximize your satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of services, Brad will oversee the completion of all operational tasks.



Blake Leonelli | Public Sector Solutions Manager | (801) 716-0210 | bleonel1@wm.com

Blake is the City's dedicated contact now and throughout the term of our partnership. He will oversee Waste Management's implementation of the new Agreement and will make sure all your needs and expectations are met. Blake will oversee the efforts of Waste Management's team to verify that obligations, such as reporting and service verification, are delivered per the contract, law, and company policy. He maintains knowledge about legislation, regulations, and local ordinances regarding Waste Management's delivery of services. Blake will oversee all aspects of this Agreement and will work collaboratively with your staff to design and implement new services and programs in accordance with contractual requirements, changes in law, and your direction.



Jenny Reynolds | Municipal Liaison | (801) 282-8294 | jreynol5@wm.com

As our Municipal Liaison, Jenny manages existing municipal collection contracts, relationships, contract terms, and service offerings in Utah. She assists with the onboarding of new municipal customers and works proactively to make sure all of their needs and expectations are met throughout the life of our partnership. Jenny will coordinate activities with all other Waste Management departments to deliver on the City's contract terms and service expectations and will serve as a liaison between the City and other key Waste Management staff (i.e., billing, customer service, operations, etc.).



William Peroceschi | Route Manager | (801) 607-3808 | wperoces@wm.com

William has more than six years of experience serving area communities. His long-tenure with Waste Management and local experience make him an invaluable asset to our team. William will work closely with our Highland City driving team, assisting with morning launches, confirming each vehicle is properly inspected at the beginning and conclusion of each route, and monitoring drivers throughout their collection routes with a focus on safety and customer service. He will work closely with your staff during the implementation of new services, helping to develop and test new collection routes, and proactively addressing your community's unique site requirements and service requests.



Dustin Bradshaw | Route Manager | (385) 215-5943 | dbradsh1@wm.com

Dustin has more than six years of experience serving area communities. His long-tenure with Waste Management and local experience make him an invaluable asset to our team. Dustin will work closely with our Highland City driving team, assisting with morning launches, confirming each vehicle is properly inspected at the beginning and conclusion of each route, and monitoring drivers throughout their collection routes with a focus on safety and customer service. He will work closely with your staff during the implementation of new services, helping to develop and test new collection routes, and proactively addressing your community's unique site requirements and service requests.



Kym Thompson | Maintenance Manager | (801) 404-1644 | kthomпсо@wm.com

As our District's Maintenance Manager, Kym reviews the safety and reliability of our collection vehicles. Specifically, he oversees our vehicle maintenance shop, maintenance staff, and preventive maintenance programs. Kym will be responsible for all initial and ongoing procurement of vehicles required for the service of Highland City's collections. He will oversee repairs, inspections, scheduled maintenance, and cleanliness of the City's collection vehicles.

Our Drivers are the Backbone of Our Daily Operations



At Waste Management, we believe our employees are our greatest assets, and if we take care of them, they will take care of our customers, our communities, our shareholders, our environment, and each other. Our team of highly trained, experienced drivers are the backbone of our daily operations and are dedicated to providing your Airport with world-class service. These men and women are more than just your waste collection drivers, they are your friends and neighbors, and they take great pride in helping preserve your environment today and for future generations.

Collection drivers not only have to be well-trained when it comes to operating vehicles, but they have to constantly be on the lookout for other drivers on the road. We employ best-in-class safety training, standards and performance metrics to provide the safest service in the industry. Once hired, our drivers undergo intensive immersion training at our centralized training centers. Drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to Waste Management's culture of safety.

Our diligent pre-employment screening process includes a comprehensive background check, fingerprinting, and drug testing. All candidates and employees are subject to Waste Management's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.

In addition to safety and operational training, our drivers are on the front line of consumer education. Just as consumer awareness on the do's and don'ts of recycling is critical, so too is ensuring that our drivers are consistently trained across the company to help solve the problem of contamination in the waste stream. Drivers can enhance consumer awareness through Waste Management's tagging campaigns and help educate consumers on the best ways to decrease contamination.

Our employees are the lifeblood of the work we do every day. That's why we focus on developing talent at every level of the organization through career path planning and best-in-class training that is specifically designed for success in the service industry. At the heart of our engagement and retention strategy is a steadfast commitment to Waste Management's values of people first and success with integrity.

Provide the location, address, and contact information for the office that will provide customer service to the residents of the City. If this office is a call center, describe how the call center is run including information on the history, management, and training of employees.

Blake Leonelli is your dedicated Public Sector Solutions Manager and will be available to the City anytime to answer any questions. Additionally, our local operations team, including your Route Manager, William, and Municipal Liaison, Jenny, will serve as the City's primary contacts for day-to-day operational questions. William is based out of our Orem Hauling District located at 1177 South 1580 West, Orem, UT 84057. Jenny is based out of our West Jordan Hauling District located at 8652 South 4000 West, West Jordan UT, 84088.

Waste Management Customer Service

Highland City resident calls will be answered by our highly trained customer service representatives (CSRs) at our regional customer service center located in Phoenix, AZ.

Our customer service center has friendly, skilled representatives trained in superior customer service handling. Our CSRs are empowered to resolve customer issues on the first call. We use surveys and feedback to continuously improve our operations. Calls are monitored weekly, and one-on-one feedback sessions are conducted between CSRs and supervisors.

Our Commitment to the City

- Quick resolution of inquiries
- Ease of integration across communication channels
- Backup customer service centers located throughout the U.S. in case of an emergency
- Complete customer satisfaction

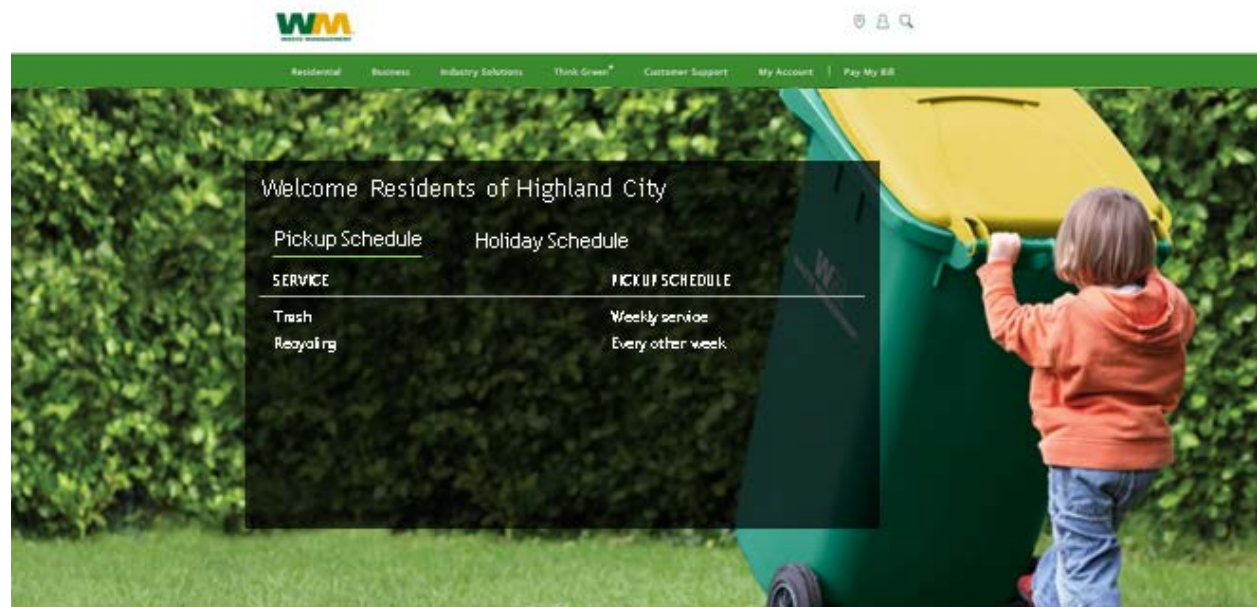
In the event of an outage at our regional customer service center, Waste Management maintains other customer service centers throughout the United States that can support City calls if needed. Our technology infrastructure allows calls to be rerouted among Waste Management call centers in other regions in the event of an emergency (e.g., power outage, natural disaster, etc.), creating system redundancy. The CSRs have access to our Knowledge Management Tool, "Green Pages," and can assist Highland City customers at all times with community-specific information.

Online Customer Service 24/7

Our customers are on the go, yet usually "connected" in some way, courtesy of today's technology. We are with them too, offering 24/7 alternatives, with information only a click away.

Website. We will provide Highland City a highly effective and easy-to-use website created specifically for your community that allows residents to easily manage their accounts online. The site includes an assortment of 24/7 self-service features. Through this site, your residents will be able to:

- Request changes to existing service or add new services
- Access collection calendars, notifications, recycling information, holiday schedules, and estimated time of pickup
- Manage billing (e.g., balances, statements, payments)
- Interact with a CSR via live chat or email
- Learn about local promotions and events such as the City Resident Cleanup and Highland Fling Celebration



Help Keep Recycling Clean

Contaminants, like plastic bags, clothing, & food, are ruining good recyclables & putting the recycling economy at risk. We need your help! Follow 3 simple rules & visit RORR.com for tools on recycling right.



Recycle all empty bottles, cans, paper and cardboard.



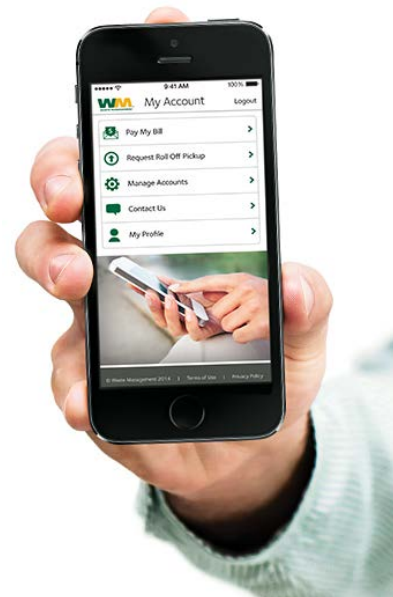
Keep food and liquids out of the recycling.



Keep plastic bags out of the recycling bin.
NO BAGGED RECYCLABLES.

Live (Digital) Chat. A team of customer service professionals is dedicated to this service channel. Chat sessions are initiated through our website, in real time, 8 a.m. to 5 p.m., Monday through Friday.

Mobile App. Our mobile app provides easy and convenient access to account information for Waste Management-billed customers allowing them to pay their bill, manage payments, enroll in automatic payments, sign up for paperless billing, see their collection schedule, view estimated pickup times, and access their holiday schedule. Waste Management’s mobile app is available for Apple and Android phones.













Waste Management’s Mobile App

Social Media. As social media continues to increase its presence in our everyday lives, Waste Management is committed to providing the highest level of service through these channels. We will work with the City to provide postable content about your waste and recycling program for your social media channels.

“After Hours” by Phone. Our customer service number features an Interactive Voice Response (IVR) system. Through IVR customers can find out basic account information and make account payments through an automated system during non-business hours.

Waste Management Technology Working for You

| wm.com Capabilities | | Residential | |
|---|---|----------------|------------------|
| | | Invoiced by WM | Invoiced by City |
|  Autopay | Automatic payments are quick, easy and recurring to help customers ensure on-time payment and avoid potential late fees or service disruptions. | ✓ | n/a |
|  Paperless Billing | Customers can opt into receiving invoices online and are notified with an email when their invoice is available. | ✓ | n/a |
|  Online Bill Pay | Online bill payment was designed for the customer on-the-go. It's available 24x7 and frees the customer from the hassle of calling or mailing in payments. | ✓ | n/a |
|  wm.com Profile | Creating a wm.com profile enables customers to access billing, account, and self-service applications like scheduling a bulky or extra pickup. | ✓ | n/a |
|  Edit Contact Information | Customers can easily update their personal contact information online 24x7. | ✓ | n/a |
|  Empty and Return | Customers can schedule an empty and return or switch out of containers online. This service can be modified or cancelled as necessary, plus we provide a history of service requests to help with planning and budgeting. | n/a | n/a |
|  Pickup Schedule/ETA | Customers can view pickup schedule, next pickup date, and estimated time to arrive online to ensure that containers are ready, avoiding any customer inconvenience. | ✓ | n/a |
|  Holiday Schedule | Holiday Schedules provide up-to-date information online and prepare customers for any potential service delays that occur during holiday seasons. | ✓ | ✓ |
|  Bulky or Extra Pickup | Scheduling a bulky item or an extra pickup is quick and easy for customers with this simple online form. | ✓ | ✓ |
|  Contact us | Customers get timely email responses when they submit their questions or report service-related issues online using our friendly Contact Us form. | ✓ | ✓ |

Waste Management Customer Service Representative Training

Waste Management provides a five-week training program for new CSRs in our dedicated classroom-style training facility, housed within our customer service center, allowing for continuous training without interruption.

Waste Management employs full-time professional trainers responsible for new hire training and ongoing training of our experienced customer service team. Additionally, our trainers monitor and develop new training material as needed so that our customer service professionals receive the most current, accurate information.

The training curriculum is designed to introduce new CSRs to the communities we serve and to the Waste Management family. It also provides a strong, consistent foundation in the areas of customer-focused service, professionalism, safety, and company pride. A brief description of our training curriculum is provided in the following table:

| | |
|-------------------------------------|--|
| New Hire Orientation | <ul style="list-style-type: none"> ✓ History of Waste Management ✓ Products and services ✓ Commitment to our municipalities and customers ✓ Commitment expected from our employees |
| Getting to Know Our Business | <ul style="list-style-type: none"> ✓ Videos of MRFs, transfer stations, and composting facilities ✓ Geographic review of service territory ✓ Municipal partner and contract overview |



| | |
|---|--|
| | <ul style="list-style-type: none"> ✓ Understanding and successfully communicating all service and product offerings |
| <p>Customer Relationships and Engagement Tools</p> | <ul style="list-style-type: none"> ✓ Clear communication ✓ Establishing trust and satisfaction through active listening and quick problem resolution ✓ De-escalation techniques ✓ Staying positive and calm in challenging situations ✓ Exhibiting a consistently high level of professionalism |
| <p>Call Center Equipment and Systems Training</p> | <ul style="list-style-type: none"> ✓ MAS, Waste Management's integrated billing system ✓ Green Pages, a comprehensive knowledge management tool ✓ CAAG, a consolidated and comprehensive customer history and service database ✓ Genesys, Waste Management's customer interaction and staffing management system ✓ Telephone system that manages each call center interaction, as well as individual CSR productivity |

Additional training exercises that occur during the five-week program include:

Professional Customer Service Skills Role Playing: During training, our CSRs act as students, participating in role-playing activities with experienced customer service center staff. Strategies for handling collection and billing questions are discussed and ways to handle difficult customer situations are reviewed. The students must successfully complete this exercise to begin side-by-side training.

Side-by-Side Job Shadow Training: As part of the side-by-side training, our new CSRs are on the floor, shadowing experienced CSRs who are answering customer phone calls. The process of review, including suggestions for best practices and strategies, creates impactful one-on-one learning opportunities before the CSRs respond to live calls themselves.

Transformative Customer Service Technologies

We have come to expect a level of convenience and ease made possible by technology in our everyday lives. Our local pizza shop knows what toppings we last ordered, our vehicles alert us to their upcoming maintenance needs, and with the click of a mouse we can have our weekly groceries delivered to our doorstep.

Waste and recycling services should not be any different. Over the last few years, Waste Management has transformed itself to make doing business with us as simple as possible. Through our investment in the following key technologies, both on the street and at our customer service centers, we provide our customers with world-class service with ever-increasing convenience and ease:

Onboard Computer System (OCS)

A technology advancement that continues to drive customer service satisfaction is our Onboard Computer System (OCS). This technology has many operational and efficiency benefits - specifically it enhances our customer service through:

- Obtaining real-time information related to all truck locations, stops serviced, capacity, and service status
- Allowing one-touch service verification, identifying carts that have been serviced, and indicating a reason for any cart not being collected (e.g., cart not out, cart blocked, locked access, etc.)

- Enabling centralized customer service and dispatch to communicate with the City's operations team for immediate and efficient customer issue resolution, including on-call requests, rerouting, and customer service needs
- Empowering drivers to note missing or damaged carts so tickets may be proactively generated for repair or replacement

Customer at a Glance (CAAG)

Customer at a Glance (CAAG) expands our customer service representatives' ability to quickly understand a customer's account and service history. Waste Management utilizes numerous technologies and systems so we can provide the highest quality and most efficient service possible. CAAG brings customer data together from key Waste Management systems and incorporates data into a single application:

- wm.com ezpay
- Waste Management's integrated billing system, Mid-Atlantic System (MAS)
- Onboard Computing System (OCS), which captures service history and service statuses
- Overages (C.L.E.A.N.), captures and stores data and photo images related to overages

Through use of CAAG, CSRs have eliminated the need to open and search for data in multiple applications during a customer call. Using CAAG also provides CSRs access to the whole picture. It gives us access to everything we need to know about our customers in less than a minute and allows us to maximize first call resolutions in less time.

Green Pages: A Customer-Focused Knowledge Management Tool

Waste Management uses a proprietary web-based Knowledge Management Tool (KMT) called Green Pages to track and maintain all information related to the services provided in our municipal contracts. The City will have customized pages within Green Pages that include local, contract-specific information such as available services, rates, collection schedules, maps, special events, and activities.

Since Green Pages is our go-to source for the City-specific information, we regularly review and update any necessary changes to enhance the quality and delivery of information to our customers. As new, local programs are developed, the Green Pages are updated in real-time, which is critical for communicating special event information and emergency or weather related messaging.

Since Green Pages is accessible to all our CSRs nationwide, it also enables us to enlist backup support from other regional customer service centers in an emergency. Our experienced CSRs across the country can instantly access the City's service related information, allowing Waste Management to provide consistent, accurate information during the most critical emergency situations.

Measuring Our Customer Service Performance

Waste Management strives to meet customer needs quickly and consistently by utilizing key performance metrics and detailed customer feedback to continuously improve call handling quality and customer satisfaction.

Key Performance Metrics

We monitor, measure, and coach key performance metrics to validate availability to service our customers when they have a need or problem to resolve. We benchmark world-class industry standards to set our goals:

- **Average Speed of Answer (ASA):** On average, we answer our customer calls in less than 45 seconds.
- **Call Abandon Rate (ABA):** Less than 5 percent of callers disconnect before their call is answered.
- **Average Call Handle Time (AHT):** On average, we have addressed our customers' needs in less than 5 minutes and 30 seconds. Our goal is to resolve every issue at the first point of contact and dedicate as much time as necessary to guarantee customer satisfaction.

Customer Insights - The Voice of Our Customers Matters

As part of our commitment to continuously keep our customers at the center of everything we do, we recently launched a new Voice of Our Customers (VOC) survey. The results from this survey provide our team with real-time, actionable feedback to improve service delivery.

Every month, we invite thousands of customers across the nation to complete the survey, either online or by phone. Our prior survey took seven to eight minutes on average to complete; the new user-friendly version only takes three to four minutes on average. We receive about 12,000 survey responses per month.

The survey initially focuses on core questions related to the customer's overall relationship with Waste Management, then expands into targeted questions regarding the customer's service experience with our company. This new survey provides us with unprecedented insights into our customers' service experience, needs, and priorities, which gives us the data we need to develop proactive solutions to not only meet but exceed their expectations every day.



Continuous Evaluation, Improvement, and Training

We do not stop with new hire training; Waste Management is committed to the continuous improvement and training of our customer service team. As our business progresses and the needs of our customers change, our leaders and CSRs receive continuing education about new and revised processes, coaching practices, and more.

Based on business needs, continuing education can be classroom or virtual training, web-based training, supervisor-led training or huddles, side-by-side call listening, peer mentoring, or coaching.

The following exercises help measure and improve the customer experience throughout the life of the contract by taking real-time data and experience to improve, coach, and train.

Independent Quality Monitoring

Waste Management employs an external company to monitor our customer service team performance. The analysts evaluate and assess representatives based on the same internal metrics used by our Customer Service Center management. We are able to capture additional, independent data points to help measure our performance.

Accountability through Side-by-Side Monitoring. CSRs are monitored a minimum of four times per month. Side-by-side monitoring sessions provide immediate feedback on call handling. As part of that monitoring session, employees are evaluated on 72 talking points and scored on a scale of one to four.

Customer Service Scorecard. Each CSR receives a monthly evaluation of individual performance with actions and opportunities to develop and improve. The Scorecard is composed of four qualifying sections:

- Quality Assurance
- Resource Management
- Productivity
- Qualitative Professional Development

Meetings and Action Plans. To maintain and improve our customer service standards, the customer service team meets weekly to discuss any service issues, upcoming area initiatives or events, and to review any potential opportunity for improving the overall customer experience. The team develops an action plan for continuous improvement.





4 | FIRM APPROACH

Discuss how your Firm will provide the services to be performed for the City.

Service Delivery Optimization is the Cornerstone of Our Operations

Waste Management focuses on four performance principles in all our operations: **Safety**, **Service**, **Savings**, and **Satisfaction**. To meet the goals of each of these principles, we use a comprehensive operations framework - Service Delivery Optimization (SDO) - to define, track, and measure every aspect of our operations to enable us to monitor for continuous improvement.

SDO is a marriage of technology and management to drive employee engagement, knowledge sharing, and accountability, which give all our team members the mindset to meet and exceed our customers' expectations. SDO was developed based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to Waste Management, will help us meet the benchmarks set by the City.



SDO creates an environment that focuses on continuous improvement and provides metrics so we can coach everyone from our drivers to our district managers. The SDO mindset encourages all employees to communicate their setbacks as well as their successes, which helps them unleash their potential. While a setback means that something went wrong, it also offers an opportunity for improvement by figuring out why it happened, learning from it, and making changes to prevent it from happening in the future.

Alternatively, when something goes right, we celebrate success to encourage repeat behavior and share best practices. Rather than seeing the success of others as a threat, we want our employees to consider their successes as inspiring and a source for learning.

By integrating technology and logistics management processes with the skills of our drivers, we improve safety, facilitate real-time accountability, set clearer expectations, and enhance employee communications, all of which ultimately maximize customer service and satisfaction.

Four Performance Principles

Safety Results for the City

Safety is woven into SDO because safety is our core value. For example, every Wednesday, managers review videos from our trucks; on-board camera system, DriveCam®. If a manager notices a driver has, for instance, violated the requirement for a four-second following distance in traffic, our route managers role play a discussion with the driver. When the scenario is well-rehearsed, the managers and drivers review the footage together. The manager asks the driver to describe what they see, recall the rule on following distance, and explain why he or she was in violation. Next, the driver is asked how they will avoid repeating the mistake and commit to abiding by our four-second following distance. Through DriveCam and role playing, drivers are held accountable and are empowered to become better at what they do, which makes the City a safer place to live, work, and play.

Service Results for the City

SDO encourages drivers to share their thoughts with each other on how to provide better service. During their daily morning huddles, managers might show a brief video of garbage scattered in the street. Drivers are asked to come up with a daily nugget on service improvement. A recent example: “Leave it better than you found it.” It is a win-win for the City and Waste Management.

Savings Results for the City

SDO helps us be consistent and efficient in our service delivery, which saves time wasted on returning to collect missed containers. All routes are carefully planned to adhere to a schedule and are typically handled by the same drivers from week to week. They know which customers need backyard collections, so they have fewer missed collections. Also, they know the streets, giving them insights into each route to provide the safest possible service delivery.

Customer and Employee Satisfaction

SDO has given us a highly trained team, yielded better performance, and increased driver satisfaction, which has reduced turnover. Because our entire operation is highly organized and predictable, drivers know what to expect. They will typically drive the same route. Their day runs smoothly. They get back to the hauling site on schedule. Drivers work as a team, using peer-to-peer advice to foster individual improvements that make the whole company stronger. If a recycle driver accidentally leaves spilled paper on a route, then the garbage driver who follows will call him to mention the problem. By keeping tabs on each other, drivers provide better service for the City. Through SDO we actively engage with our drivers. Our drivers are our frontline employees, and their feedback from the streets is vital to meeting your performance expectations.

SDO Management Procedures

We take pride in providing exemplary service. To manage and track our performance, we utilize SDO as our proprietary best practices’ management tool. If an issue does arise, our SDO management procedures are:

| Service Metric | SDO Procedure | SDO Value |
|----------------|---|--|
| Safety | Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR) | Our goal is to return every employee home safely to their family and friends at the end of every day. As part of SDO, we use established safety metrics to |

| Service Metric | SDO Procedure | SDO Value |
|-------------------------------------|---|---|
| | and the vehicle accident rate report (VARR), which address injuries and accidents, respectively. | measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches. |
| Missed pickups | Our operations team creates a report on a daily, weekly, and monthly basis. The results are posted by route and driver name in the drivers' meeting room to inform all our drivers where we are missing customers. | This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members. |
| Noise and spills | We track noise and spill complaints through our customer service complaint log and report them to the City as required. | Tracking noise and spill complaints gives our management team insight into incidents that need to be resolved before they become a nuisance for your community. |
| Daily efficiencies dashboard | All efficiency data is combined into one daily dashboard report, including homes collected per hour based on each route's efficiency goal, total daily idle time by truck, and route sequence compliance (Plan vs. Actual). | To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and discuss the daily dashboard and make route adjustments, if necessary. |
| Truck weights | This daily report lists the weight of every load from the previous day by truck. | The report enables the operations team to review truck weights to confirm they are within legal limits. |
| Fleet/maintenance reports | Every morning, we track the number of trucks that depart for collections versus those needing repair. This data is summarized weekly. | Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections. |

SDO Drives Real Results

While the information we capture is critical to each aspect of our business, what sets Waste Management procedures apart is the automated integration of that information into all aspects of our operations. The data from our drivers not only provides task completion details, it is then automatically integrated throughout all Waste Management systems. Our significant investment in the technology that facilitates this provides the information we need for improved safety, timely and detailed service reporting, cost savings, and ultimately enhanced employee and customer satisfaction for the City.

Waste Management's Highland City Operations Plans

Furnish and maintain 90 to 110-gallon containers to Highland City residences and 5 cubic yard containers to City facilities for the collection of materials to be disposed of or recycled.

Waste Management will partner with our preferred cart supplier, Cascade Cart Solutions, to manufacture and deliver new carts for the City. Our longtime partnership spans more than 30 years with more than 17 million Cascade carts set out for Waste Management customers to date. Cascade prides itself on having top-of-the-class quality control and performance standards and workmanship is backed by a 10-year warranty. We have successfully utilized Cascade carts for customers throughout North America and look forward to providing them to the City.

Primary features and benefits include:

- **Product Quality:** Cascade carts are produced using an injection molding process that allows for exact precision and product uniformity.
- **Durability:** Cascade carts are UV-stabilized and designed for optimal compatibility and functionality with both semi and fully automated lifter systems, including a wear strip to permanently protect the bottom of the cart from abrasion.
- **Minimal Assembly:** Cascade carts are quick and simple to assemble - requiring no tools; carts include snap on wheels, axles, and a one-piece lift bar.
- **Customer Convenience:** Cascade carts are easy to handle and provide an excellent balance between stability and maneuverability.
- **Customizable Design Options:** Carts are available in 20 standard color options with hot stamping and large in-mold labels to display key program instructions.

Cascade Certified as Women's Business Enterprise

Doing the right thing, the right way guides everything we do, every day. This includes embracing and cultivating a diverse workforce. Likewise, we believe that our suppliers are an extension of our workforce.

Waste Management is happy to include Cascade Cart Solutions to our growing list of diverse suppliers as Cascade received formal certification by the Women's Business Enterprise National Council as a woman owned, operated, and controlled business.

Supporting diversity among our suppliers will help us build a world-class supplier network - a network truly capable of providing Waste Management customers and communities with the best, most innovative, and cost-effective solutions.

Cart Sustainability

It only makes sense that the carts we provide the City for the collection of trash and recyclables should be made as environmentally responsible as they are durable, convenient, and long lasting. When selecting Cascade Cart Solutions as our proposed cart manufacturer for the City, we considered the following environmental benefits:

- **Post-Industrial Recycled Content.** Every Cascade cart contains recycled content. Cascade carts incorporate recycled content into their products to reduce reliance on limited natural resources, without affecting durability.

- End-of-Life Cart Recovery and Recycling.** The thermoplastic resin used to make Cascade carts is recyclable at the end of the cart’s useful life. This helps create a closed loop system - reclaiming and recycling products at the end of their lifecycle for reuse in the production of new products.
- Minimal Manufacturing Waste.** Cascade carts are injection molded and manufactured using thermoplastic resin. This allows the recyclability and reuse of any unused plastic and/or scraps. This reclaimed plastic can be melted down and reground for use in the manufacturing of new containers without compromising the structural integrity of the cart. This eliminates waste in the molding process and diverts waste from the landfill.

Cascade is a Certified B Corporation

Cascade is proud to be part of a growing community of more than 2,000 Certified B Corps from 50 countries and over 130 industries that work together to redefine what success in business really means.

Using business as a force for good, “B Corps” meet rigorous standards in social and environmental performance, transparency, and legal accountability.

Cart Warranty

Our cart supplier, Cascade Cart Solutions, provides a non-transferable 10-year warranty period from date of cart shipment. The provided warranty does not cover negligence, abuse or normal wear and tear, but does protect Waste Management and the City from defects in materials and workmanship. In the event a warranty claim is submitted, Cascade will repair or replace any defective cart(s) or part(s). Repaired or replaced products are warranted for the balance of the original warranty period of the original cart(s) or part(s).

Waste Management has a long-standing vendor history with Cascade and has successfully utilized their cart warranty when needed. We are confident that Cascade will stand behind their product quality.

Cascade’s cart warranty can be downloaded at: cascadeng.com/terms-warranties.

| Proposed Carts for the City | |
|-----------------------------|------------|
| Capacity | 96 Gallon |
| Height | 46” |
| Width | 26” |
| Depth | 34.5” |
| Load Rating | 336 pounds |
| Carts Per Stack | 9 |



In-Mold Labels Educate Your Residents at the Point of Disposal and Recycling

Each recycling cart provided to your residents can include in-mold labels on top of the cart that list which materials are recyclable. Research indicates that providing residents prompts or messages at the point of disposal and recycling are among the most effective ways to help them recycle right. Our in-mold labels are an important tool in our Recycle Right education program - they use images to clearly show what materials are acceptable to recycle and which materials should go in the trash. Labels include instructions in both English and Spanish. Following is an example of a standardized Recycle Right in-mold label.

RECYCLE RIGHT

 **ALWAYS RECYCLE / RECICLE SIEMPRE**



Plastic Bottles & Containers
Botellas y envases de plástico



Food & Beverage Cans
Latas de alimentos y bebidas



Paper
Papeles



Flattened Cardboard & Paperboard
Cartón y cartulina aplastados

 **DO NOT INCLUDE IN YOUR MIXED RECYCLING CONTAINER / NO INCLUIR EN SU CONTENEDOR DE RECICLAJE MIXTO**



NO Food or Liquids
NO comida o líquidos



NO Foam Cups & Containers
NO vasos y recipientes de poliestireno



NO Loose Plastic Bags, Bagged Recyclables or Film
Empty recyclables directly into your cart
NO bolsas y envolturas de plásticos sueltas, o materiales reciclables embolsados
Vacíe directamente los materiales reciclables en nuestro carrito



NO Green Waste
NO desechos verdes



NO Clothing, Furniture & Carpet
NO ropa, muebles y alfombras



NO Batteries – check local drop-off programs for proper disposal
NO baterías - Verifique los programas locales de entrega para su correcta eliminación



NO Glass Bottles & Containers
NO botellas y envases de vidrio

To Learn More Visit:
Para más información, visite:
wm.com/recyclelight



© 2019 WM Intellectual Property Holdings, LLC. The Recycle Right recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable materials and additional details of local programs, which may differ slightly.

Cart and Container Deliveries

Each residence will receive a new cart no later than one week prior to their first scheduled collection day under the new contract. Prior to the start of the Agreement, we will educate customers on key cart delivery dates. Information will be communicated at community meetings and through direct mail, outdoors, local media, and social media outlets.

Operationally, we take the following steps to deliver the proper carts to each customer:

- Acquire conveniently located cart delivery staging area to maximize our ability to deliver all carts and containers within a reasonable timeframe.
- We will produce and distribute an easy-to-read map for residents to confirm their scheduled delivery timeframe.
- Any discrepancies in planned versus actual delivery will be noted by the delivery crew and resolved daily by route management.

- Each cart and container will be delivered with appropriate decals and educational materials.



Cascade Cart Solutions' parent company, Cascade Engineering, Inc., is formally certified as a woman owned, operated, and controlled business by the Women's Business Enterprise National Council, the largest certifier of women-owned businesses in the U.S. and a leading advocate for women business owners and entrepreneurs.

Collect curbside solid waste and recycling from the residences of Highland and the front load dumpsters at City facilities.

We will proudly service the City with a fleet of automated trucks that run primarily on clean burning, near zero emissions CNG. CNG is a fuel used in place of gasoline or diesel that when combusted produces fewer undesirable gases than gasoline or diesel, resulting in improved air quality emissions.

In fact, CNG trucks emit nearly zero particulate emissions, reduce greenhouse gas (GHG) emissions by 15 percent, and cut smog-producing NOx emissions by 50 percent compared to the cleanest diesel trucks. In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions and conserve fuel. CNG engines run much quieter than diesel trucks – many customers have commented that they cannot even hear our quieter CNG trucks coming down the street.

For every diesel truck we replace with natural gas we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of greenhouse gas (GHG) emissions per year - the equivalent of a 15 percent emissions reduction per truck.



Driving Fewer Miles

Efficient logistics are another effective way to reduce fleet emissions. The logic is simple, a more efficient route means fewer miles traveled, and that translates into reduced fuel consumption and associated emissions. Since 2017, Waste Management's fleet has reduced miles driven by 8.9 million fewer miles a year. Optimizing routes not only reduces our environmental impact, but also increases the quality of service. As we have driven fewer miles, we have improved the number of stops missed for both commercial and residential customers.

Provide roll-off dumpsters for the City Resident Cleanup and Highland Fling Celebration and collect the solid waste from those dumpsters.

Waste Management has roll offs available in the following sizes and will provide them as needed for the City.

Waste Management Roll Offs

| Roll Off Size | Length | Width | Height |
|------------------|--------|-------|--------|
| 15-Yard Roll Off | 10' 0" | 8' 0" | 5' 0" |
| 20-Yard Roll Off | 22' 0" | 8' 0" | 4' 0" |

The image shows two types of roll-off dumpsters. On the left is a 15-Yard Roll Off, which is 10 feet long, 8 feet wide, and 5 feet high. A construction worker in a yellow hard hat and plaid shirt stands next to it. On the right is a 20-Yard Roll Off, which is 22 feet long, 8 feet wide, and 4 feet high. A man in a white shirt and tie stands next to it. Both dumpsters are green with the Waste Management logo on the side.



Collect live Christmas trees once a year during January from a central drop-off location in the City.

Waste Management will proudly service the City's Christmas tree drop-off location each year utilizing the roll offs featured in our response to the previous requirement.

Transport the above-named collections to an appropriate solid waste or recycling facility.

Disposal: Waste Management will continue taking the City's waste to North Pointe for disposal. We will work with the City on alternate disposal solutions should the City decide to use an alternative disposal site.

Recycling: We will deliver the City's recyclables, via transfer through North Pointe, to our new, state-of-the-art single stream MRF in Salt Lake City. This facility, which is scheduled to begin operations in April of this year, is outfitted with the most technologically advanced processing equipment available. The factsheet on the following page provides an overview of our new Salt Lake MRF and its processing capabilities. Waste Management is dedicated to our operations throughout Utah and are proud of the investments we are making to positively contribute to our partners and their communities. We will bring this same level of dedication and investment to your community if selected as Highland City's service partner.



Waste Management of Utah (WM) is constructing a new Material Recovery Facility (MRF) in Salt Lake City. The MRF will utilize state-of-the-art automated equipment and advanced technology to sort recyclables collected from residences and businesses. Once sorted, the clean, high-quality recovered materials will be compacted, baled and sold by the ton to manufactures for reuse in the production of new consumer products.

PROJECTED OPERATIONAL CAPACITY*

| | | | |
|---|---|---|---|
| Hourly 35 TONS SORTED | Daily 280 TONS SORTED | Annually 71,400 TONS SORTED | Staffing 30 EMPLOYEES MON. - FRI. |
|---|---|---|---|



"Recycling is not simply about landfill diversion. It is about product transformation and reuse, and it's about real environmental and resource conservation benefits."

— **Jim Fish**, CEO of Waste Management

ABOUT THE FACILITY

3405 West 900 South, Salt Lake City, UT 84104

WM is investing \$16 million to construct a new MRF designed to support the recycling needs of the growing population in the state. The MRF is expected to be operational in early 2020. This facility will house equipment with advanced automation capabilities and sorting optics, innovative film screens and ballistic motion separators.

WM of Utah has served local communities throughout the state for 46 years with responsible environmental services. Committed to providing solutions for a better future, the company continues to expand its Utah fleet of clean-running compressed natural gas (CNG) trucks.

*Estimates based on preliminary facility design.

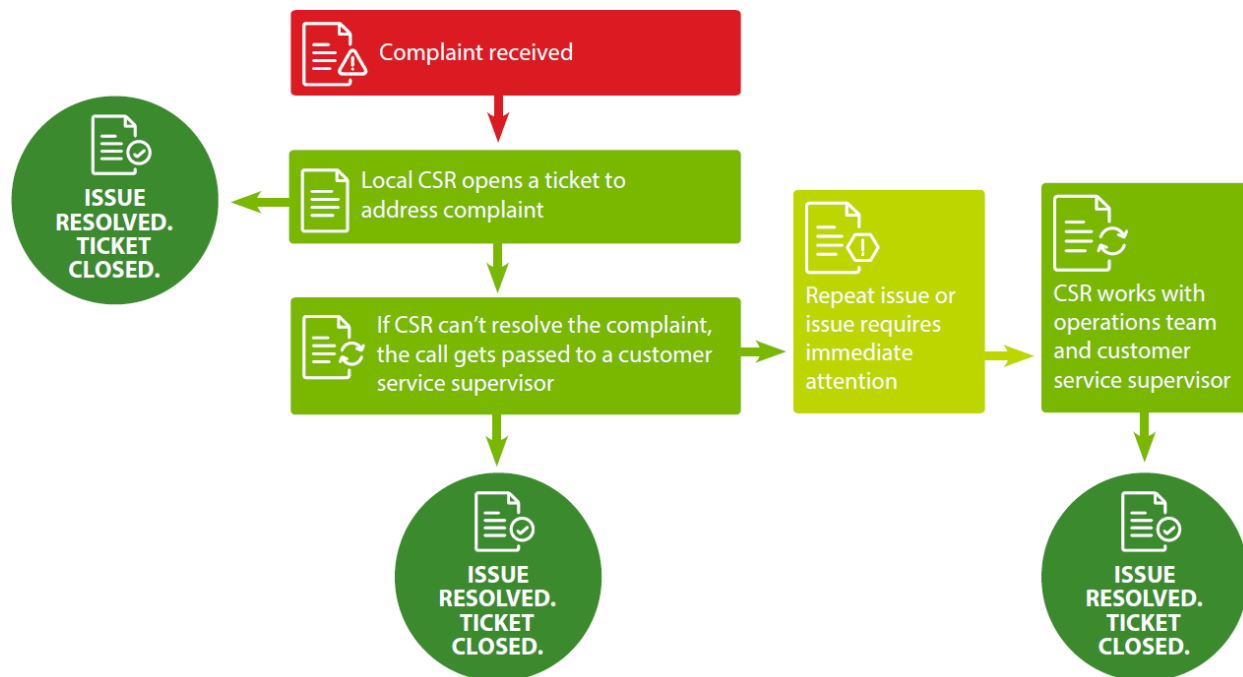
July 2019



Discuss how your Firm handles customer account changes, missed cans, damaged cans, customer complaints, etc. Describe what role your Firm expects the City to play in the aforementioned areas.

Customer contacts, including customer account changes, missed cans, damaged cans, customer complaints, etc. are tracked through a ticket system. Each ticket is created in an open status and requires closure upon completion of requested action and/or resolution. Local management and their teams are responsible for providing requested service and/or issue resolution and to monitor the status of all tickets for timely service completion.

- If an issue requires immediate attention and/or escalation, an email is also sent to the attention of the operations management team.
- If a repeat issue occurs within two months, a ticket is also opened to alert the operations management team that a recurring problem exists. Waste Management has developed a quality control program that includes performance standards for ticket creation, closure, tracking, and service recovery. Local management is responsible and accountable for these performance standards.



Please indicate the schedule your Firm will use to provide the services to be performed for the City.

Waste Management is prepared to work with the City to find the best and most efficient operating schedule. We would like to discuss your priorities and set up scenarios in our best-in-class routing program to see which options work best for you and your community. We will collect trash and recycling on the same day as we understand this is a priority for the City and your residents.

We utilize eRouteLogistics to develop, manage, and modify routes. The software is used daily by our operations team to ensure that each route is well-maintained and adjusted to reflect new developments, changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics program uses specialized software and a process analysis that bases routing and rerouting on:



eRouteLogistics displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, it enables our route managers, drivers, dispatchers, and CSRs to resolve any questions or concerns our customers or municipal partners may have concerning routes and collections.

This web-based application integrates with our billing and customer database, MAS. MAS provides daily updates to eRouteLogistics to capture new customers and service level changes. eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

The screenshot shows the eRouteLogistics software interface. At the top, there are 'Map Tools' and 'Miscellaneous Tools' menus. Below the map, a data table is visible with the following columns: Record No, Customer Number, Customer Name, Geocode Match, Geocode Lookup File, City, Route No, Day of Week, Sequence No, Container Size, Service Frequency, and Service. The table contains two rows of data.

| Record No | Customer Number | Customer Name | Geocode Match | Geocode Lookup File | City | Route No | Day of Week | Sequence No | Container Size | Service Frequency | Service |
|-----------|-----------------|-------------------|---------------|---------------------|----------------|----------|-------------|-------------|----------------|-------------------|---------|
| 293968333 | 2978 | AXTELL, STEVEN | M | AUTO | SPOKANE VALLEY | FRV5E1 | FRIDAY | 0 | 0.5 | 1 | |
| 293968336 | 32496 | PITTENGER, ASHLEY | M | AUTO | SPOKANE VALLEY | FRV5E1 | FRIDAY | 0 | 0.5 | 1 | |

Below the table, there are 'Service Orders' and 'Zones' tabs, and a toolbar with various icons for map manipulation and data management.

Another benefit of partnering with Waste Management is that we are your local partner. We are in and around Highland City every day, which means that if there is ever a missed collection, we will collect it the next business day. Your residents will not need to wait until the following week or their next collection day for service.



5 | COST

The cost basis for collection and billing of solid waste and recyclable materials shall be per residential container. The proposal shall also outline any proposed price increases, transportation fees, etc.

We recognize that our pricing may not earn us low-cost bidder status, but we are proud that we service all our contracts with consistent, quality service always. Highland City’s pricing has been carefully calculated to enable us to deliver dependable service through skilled employees that focus on safety and the flexible, responsive customer service that you expect.

| Service | Cost Proposal* |
|--|--|
| Residential First Trash Cart Weekly Service | \$5.75 per household per month |
| Residential Second Trash Cart Weekly Service | \$2.90 per household per month |
| Residential Recycling Cart Every Other Week Service | \$5.25 per household per month (includes processing costs) |
| Residential Recycling Cart Every Other Week Service (see alternate proposal on the following page for details) | \$3.51 per household per month (City pays processing costs) |
| City Facilities Front Load Dumpster Service | \$4.10 per yard |
| Roll Off Service | \$130.00 per haul |

**This proposal assumes that the City pays all disposal costs, with the exception of residential recycling where the processing costs are included in the rate. All rates are subject to an annual price increases based on the U.S. Bureau Labor Statistics Garbage and Trash Consumer Price Index.*



6 | ALTERNATIVE PROPOSAL OPTIONS

Outline any alternative proposal options your Firm would like the City to consider.

More and more municipalities are managing their recycling costs by paying processing fees directly. With the ever-changing materials markets, paying processing fees allows for the City to move with market fluctuations as they happen and will enable you to separate hauling costs. If the City prefers this type of rate structure, your residential recycling rate will be lower, and you will pay a tipping fee for recyclables and share the blended value of your community's recyclables.

If you choose this option, your every other week recycling cost per household would be \$ 3.51 per household per month. An example of the tip fee / blended rate value calculation is provided below for your reference. We would be happy to discuss this or any other pricing options of interest to the City. Also, if the City prefers to have your recyclables processed at another facility, we will accommodate that as well.

Example Highland Residential Single Stream Pricing

| Publication | Market | Grade | February-20 Price (High) | Percentage | Value |
|----------------------------|-------------|-------------------------|--------------------------|------------|-----------|
| Pulp & Paper (OBM) | Southwest | Resi Fiber # 56 | \$10 | 14.2% | \$1.42 |
| Pulp & Paper (OBM) | Southwest | OCC # 11 | \$35 | 41.5% | \$14.52 |
| Pulp & Paper (OBM) | Southwest | Actual Mixed Paper # 54 | (\$30) | 8.2% | (\$2.46) |
| Recyclingmarkets.net (SMP) | Pacific NW | Natural HDPE | \$1,100 | 1.4% | \$15.79 |
| Recyclingmarkets.net (SMP) | Pacific NW | Colored HDPE | \$180 | 1.5% | \$2.71 |
| Recyclingmarkets.net (SMP) | PNW/Houston | PET | \$180 | 3.0% | \$5.45 |
| Recyclingmarkets.net (SMP) | Houston | Steel/Tin Cans | \$25 | 0.9% | \$0.22 |
| Recyclingmarkets.net (SMP) | Pacific NW | Aluminum Cans | \$1,040 | 0.8% | \$7.87 |
| | | Residue | (\$42) | 28.5% | (\$11.97) |
| | | | | 100.0% | \$33.56 |

| Excess Contamination Charge per level | No deduction |
|---------------------------------------|----------------|
| 0 - 10% | No deduction |
| 10.1 - 15% | \$2.50 per ton |
| 15.1 - 25% | \$5.00 per ton |
| 25.1% and above | \$7.50 per ton |

- > The index prices and rebate will be adjusted on a monthly basis.
- > If above indexes do not reasonably reflect actual market conditions, actual sales price for the grade may be utilized
- > The stream composition will be adjusted on a quarterly basis.

Rebate/Tip Fee Calculation

| | | |
|---|-----------|--------------------------------|
| Material Sales Value | To WJ MRF | \$ 33.56 |
| Less base fee | | \$ (102.30) |
| Available Commodity Value | | \$ (68.74) |
| Customer rebate % (if positive) | | 60.0% |
| Customer Base Rebate/(Tip Fee) per Ton | | \$ (68.74) |
| TS processing/haul fee | | \$ (36.00) via North Pointe TS |
| Customer Rebate/(Tip Fee) per Ton | | \$ (104.74) |
| Excess Contamination Charge | | \$ (7.50) |
| Total Customer Rebate/(Tip Fee) per Ton | | \$ (112.24) |
| Tons Received | | |
| Customer Rebate/(Tip Fee) | | \$ - |

Highland rebate matrix 2-20

Rebate Matrix



7 | CONCLUSION

Waste Management is a proactive partner with proven results. Our work throughout Utah and North America is a testament to our professional approach over the long term and we are excited about the opportunity to work with Highland City in managing your waste and recycling needs.

We believe this to be a significant opportunity for both Waste Management and the City. We strongly invest in our partner communities and want to be your waste solutions provider of the future. We understand your priorities and are well-equipped to provide the services and resources you need to achieve your waste and recycling goals. We will provide tailored services to meet your operational needs and community expectations.

Waste Management is committed to building a strong partnership by providing high quality, reliable service for the entire term of the Agreement. We have shown ourselves to be a dependable partner in our long-term partnerships with neighboring communities. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction for you and your residents and staff. Waste Management will provide uninterrupted stability backed by innovation and value.

Entering into a partnership with Waste Management will provide Highland City with uninterrupted, guaranteed service delivery for an essential and highly regulated responsibility. We have the experience to develop a collaborative implementation plan to provide a smooth and seamless transition. Our best-in-class collection, processing, and disposal operations, along with our industry-leading safety and environmental practices, will give you peace of mind that your wastes are being managed in full compliance with all regulatory requirements and standards.

Waste Management is dedicated to being the best environmental solutions partner for Highland City now and in the future.

Why choose Waste Management?

For starters, we have an amazing

99.9%

pickup accuracy.

We are also a leading provider of integrated environmental solutions in North America.





CITY COUNCIL AGENDA REPORT ITEM #7

DATE: March 31, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: **ACTION** - Amending the Interlocal Agreement with Alpine City relating to the composition of the LPPSD Board and the administration of the Lone Peak Public Safety District (LPPSD) *Administrative*

PURPOSE:

The City Council will consider a request by the Lone Peak Public Safety District Board to amend the Interlocal Agreement related composition of the Board and operation of the District. The City Council will take appropriate action.

BACKGROUND:

Since 1996, the Lone Peak Public Safety District has provided Police and Fire Services to the City. Oversight of the District is provided by the LPPSD Board. With the departure of Cedar Hills from the District, it is necessary to amend the agreement. The following is a summary of the proposed amendments:

- The current Board structure for Police is two representatives from Alpine and two from Highland. The current Board structure for Fire is three members from Highland and two members from Alpine and Cedar Hills. The proposal would have two members from Alpine and Highland. Each City would also appoint an alternate.
- Annually Chairman would be appointed from amongst the alternates. The Chairman would alternate annually between the two cities.
- A minimum of three votes is required for any action. The Chairman would only vote if there is a tie.
- Currently administration of the District rotates between the Highland and Alpine City Administrators. Under the proposed amendment, administration would be the responsibility of the Highland City Administrator unless otherwise approved by the Board. Since Highland provides the administrative support for the District this is the most efficient organization.
- The proposed amendment clarifies that the District Chiefs are at will employees as defined in Section 10-3-1105 of the Utah State Code.
- The proposed amendment clarifies that the number of employees is approved by the Board.

- The funding of the District remains the same.
- The following provision was added:
“The annual budget increase or decrease for the District shall not exceed the average property tax revenue increase or decrease of both Cities budgets of the previous fiscal year, excluding any new revenue increases, without the majority vote of each City Council. Said vote of each City Council shall occur prior to the adoption of the final budget.”

The proposed amendments have been reviewed by Legal Counsel from the LPPSD and Highland City. The amendments have been reviewed and approved in by Board. The item is scheduled for the next scheduled Alpine City Council meeting on April 14, 2020.

If the amendments the District would continue to operate under the agreement that was last amended in 2017.

FISCAL IMPACT:

The proposed amendment does not increase the fiscal liability of the City to the District.

ATTACHMENTS:

1. Proposed Agreement

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**AMENDED 2020
INTERLOCAL AGREEMENT**

10
11
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This Agreement amending that certain interlocal agreement first entered into January 1996 and amended January 1999 **January 2000, June 2107, and March 2020** under the authority granted Utah municipalities to join together for their mutual interest by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., 1953, as amended. The parties to this Agreement are Alpine City and the City of Highland, hereinafter “City” or “Cities,” all municipal corporations of the State of Utah.

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RECITALS

WHEREAS, circumstances of geography, population and financing make it desirable for the Cities to join together to provide police, ambulance, fire, and emergency medical services to the populace of their respective jurisdictions; and

WHEREAS, circumstances have arisen whereby it is desirable to replace the original Interlocal Agreement and all subsequent amendments with a new Interlocal Agreement:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Cities agree as follows:

AGREEMENT

1. Creation of District. By authority of section 11-13-203 of the Utah Code Ann., 1953, as amended, there is hereby created a separate legal entity to be known as the "Lone Peak Public Safety District," hereinafter "District." The District shall have all power and authority allowed by law, except as restricted by this Agreement or by subsequent agreements of the Cities hereto, to take all necessary and lawful acts for the purpose of providing police, ambulance, fire, and emergency medical services for the residents of the District. In addition the District shall have the following powers listed for the purpose of identification and not for the purpose of limitation:

- a. The District may own, acquire, construct, operate, maintain, repair, and act as one having rights of ownership of all necessary real and personal property.
- b. The District may borrow money, incur indebtedness, and issue revenue bonds or notes for the purpose for which it was created. Any indebtedness created shall be that solely of the District and not of the Cities to this Agreement unless any City should make specific agreement to guarantee or assume any obligation of the District. Any indebtedness created must be approved by a super majority of the Governing Board to this Agreement.

- 36 c. The District may assign, pledge, or otherwise convey as security for the payment
37 of any bonded indebtedness any revenues and receipts from fees or services or
38 other sources of revenue generated by the District. Such assignment or pledge
39 must be approved by a super majority of the Governing Board.
40
- 41 d. The District may sell or contract for the sale of its services to private persons or
42 entities or to public agencies, including the federal government.
43
- 44 e. The District may establish a personnel system based on merit with such
45 exceptions for certain management positions as may be established by the
46 Governing Board.
47
- 48 f. The District may adopt District policies and procedures governing the operation
49 of the District including, but not limited to, ambulance, police, fire, and
50 emergency medical services, operating policies, governing and management
51 policies, personnel policies, budget policies, and such other policies and
52 procedures that may be required for efficient operation of the District.
53
- 54 g. The District and its employees shall have all power conferred by law to enforce
55 all statutes, rules, and regulations pertaining to the purposes for which the District
56 is created.
57
- 58 h. The District may contract with any person or entity for the provisions of services
59 or materials in compliance with contracting and purchasing policies established
60 by the Governing Board, including legal and accounting services.
61
- 62 i. The District may sue and be sued in its own name and shall claim such privileges
63 and immunities to which it may be entitled as a political subdivision of the State
64 of Utah from liability as allowed by Title 63G, Chapter 7, of the Utah Code.
65
- 66 j. The District shall purchase insurance in amounts either required by law or
67 required by the Governing Board to provide protection for its operations
68 including, but not limited to, comprehensive general liability insurance and
69 worker's compensation insurance.
70
- 71 k. The District may exercise the right of eminent domain but only if approved by a
72 vote of two thirds of the Governing Board.
73

74 **2. Governing Board.** There is hereby created a governing board for the District to be
75 known as the Board of Public Safety Commissioners (hereinafter referred to as the “Board” or
76 “Governing Board”). The Board shall act by majority vote to govern and control operations of
77 the District except as restricted by this agreement. The Board is empowered to adopt bylaws for
78 its own conduct of business and to adopt all necessary policies and procedures for the operation
79 of the District; provided however, all acts of the Board must be approved by a minimum of
80 **THREE VOTES majority vote** of the Board members. ~~except where a vote of two thirds is~~
81 ~~required by this Agreement.~~

82
83 The Board shall be made up of five members including the Chairman. All regular
84 members may vote on all matters that may come before the Board. The Chairman votes as a
85 voting member of board on each matter for which there is a tie vote of the other board members
86 present at a board meeting or when the Board is voting on whether to appoint or dismiss a
87 District Chief. Two regular members and one alternate member shall be appointed by Alpine
88 City and Highland City. The Chairman shall be appointed from the alternate members annually
89 by a majority vote of the regular members of the Board and shall alternate annually between the
90 Cities.

91
92 No employee of the District is eligible to serve as a member of the Governing Board
93 during their term of employment with the District.

94
95 The Board members appointed by each of the Cities must be a currently serving elected
96 or appointed officer of the represented city making the appointment. The term of each Board
97 member shall be the shorter of four years from the date of appointment or when the Board
98 member leaves elected or appointed office held with the represented city; unless a change is
99 made by the representative City in accordance with their respective procedures. A Board
100 member may be reappointed to multiple terms as a Board member if otherwise eligible.

101
102 Alternate Board members may vote only in the absence of the regular Board member.
103 Unless a regular Board member is absent, an alternate Board member shall have no more right to
104 participate in meetings and deliberations that would a member of the general public. Alternate
105 Board members must also be an elected or appointed officer of the represented city.

106
107 Meetings of the Governing Board shall be called from time to time as the Board
108 determines appropriate and shall comply with the Utah Open and Public Meetings Act.

109
110 ~~Annually the Board shall elect one of the members of the Board to act as chair. The chair~~
111 ~~may vote on any matter considered without restriction as would any other Board member.~~

112
113 **3. Management Committee.** The Management Committee shall consist of the City
114 Administrators of the City of Highland and Alpine City. The Executive Director shall be the City
115 Administrator from Highland City and the Assistant Executive Director shall be City
116 Administrator from Alpine City unless otherwise appointed by the Board.

117
118 The Management Committee shall be responsible for budget preparation, administering
119 revenues, and preparing reports. The Management Committee shall meet with the District Chiefs

120 regularly as needed but no less than bi monthly. The Management Committee shall be
121 responsible for managing the purchasing system, administering the personnel system, and
122 administering the financial system as approved by the Board. The Management Committee
123 responsibilities shall be as follow:

- 124
- 125 Executive Director Duties:
- 126 To approve expenditures
 - 127 To keep the Management Committee informed
 - 128 To keep the Governing Board informed
 - 129 To perform evaluations of direct reports with the consent of the Management Committee
 - 130 To represent the District with outside agencies
 - 131 To provide day to day oversight of District department heads and administrative staff
 - 132 To develop policy for Management Committee review and Board action
 - 133 To insure compliance with Board Policy
 - 134 To insure that all personnel actions meet legal and procedural requirements
 - 135 To sign payroll and warrants
 - 136 To attend Board meetings

137

138 Assistant Executive Director

- 139
- 140 To act when the Executive Director is absent
 - 141 To attend Board meetings
 - 142 To attend Management Committee meetings
 - 143 To review agendas
 - 144 To review personnel actions and evaluations

145

146 Finance Director and Administrative Assistant to the Management Committee

- 147
- 148 To administer all accounting functions related to District finances
 - 149 To manage all administrative clerical functions
 - 150 To maintain a record of Board meetings
 - 151 To maintain all administrative personnel and compensation records
 - 152 To oversee all employee benefits
 - 153 To counter sign payroll and warrants

154

155 Highland City, through the Highland City Administrator, shall be responsible for all
156 administrative functions of the District including but not limited to: human resource, financial,
157 accounting, recorder, treasurer, and clerical functions including but not limited to: maintaining
158 Board meetings records, maintaining administrative personnel and compensation records,
159 overseeing all employee benefits, counter sign payroll and warrants, etc.

160

161 **4. District Chiefs.** The department heads of the District shall be the District’s police
162 and fire chiefs. The District chiefs shall not be merit employees and shall have principal
163 responsibility for the day-to-day operations of the District. District Chiefs shall be considered at
164 will employees as defined in Section 10-3-1105 of Utah State Code as amended. The District

165 chiefs shall serve at the pleasure of the Governing Board and may be removed with or without
166 cause by a majority vote of the Governing Board.

167
168 **The District chiefs may be assisted by such employees as are determined appropriate by**
169 **the Governing Board.** The responsibilities and duties of the chiefs shall be determined by the
170 Governing Board and Management Committee. The Chiefs shall report to the Executive Director
171 and the Management Committee.
172

173 **5. Funding.** The fiscal year of the District shall be from July 1 of each year through
174 June 30 of the following year. A proposed tentative annual budget shall be prepared annually by
175 the Management Committee under the direction of the Governing Board. The proposed tentative
176 annual budget shall include three district budget funds, one fund for fire, one for police services,
177 and one for administration. The Executive Director shall cause the proposed tentative annual
178 budget to be presented to the Governing Board, allowing reasonable time for consideration.
179 After such reasonable time for consideration and after receiving the recommendations and advice
180 from the Governing Board, a final annual budget shall be approved by majority vote of the
181 Board. The approved final annual budget shall constitute the agreed budget for the next fiscal
182 year for purpose of determining the annual financial participation of the Cities.
183

184 The District may be funded by any lawful means approved by the Board. Such funding
185 may include, but is not limited to, obtaining grants, indebtedness, fees, and participation by the
186 Cities to this Agreement of direct funding according to the formulae stated below.
187

188 The portion of the annual budget for fire, ambulance, or emergency medical services
189 (“EMS”), which is not funded by other sources of revenue, shall be funded by direct assessment
190 and payment from the Cities and shall be calculated as follows. Ten percent (10%) of the annual
191 fire, ambulance, and EMS fund shall be assessed equally among the Cities; this 10% shall be
192 known as the “base rate.” Fifty percent (50%) of the remaining fire, ambulance, and EMS fund
193 (45% of the total annual fire, ambulance, and EMS fund) shall be assessed proportionally based
194 on the respective populations of the Cities. Each City’s proportionate share of this assessment
195 shall be equal to that City’s proportionate share of the population of the District. ~~The population~~
196 ~~numbers shall be determined by the most recent official census or the census estimates of the~~
197 ~~United States Census Bureau, then a population estimate shall be obtained from the State of~~
198 ~~Utah’s Population Estimates Committee.~~ **The population numbers shall be determined by the**
199 **Management Committee using a calculation based on the US Census, average persons per**
200 **household, and new building permits, as approved by the Board as part of the Budget.** The
201 remaining fifty percent (50%) of the fire, ambulance, and EMS fund (the other 45% of the total)
202 shall be assessed to each City based on Equivalent Residential Units (ERUs) within each City.
203 This assessment shall be calculated by determining the ratio between the number of ERUs within
204 the boundaries of the District and within each City. An ERU is defined as follows:
205

- 206 (i) Each residential unit, including apartments or accessory apartments;
- 207 (ii) Each 10,000 square-foot of retail space; and
- 208 (iii) Each 10,000 square-foot portion of any other nonresidential structure, excluding
209 buildings accessory to residential units.

211 The portion of the annual budget for administration and police services, which is funded
212 by direct payment from the Cities, shall be calculated based on the population of the City
213 receiving police. Each City receiving police services shall be assessed a pro rata portion of the
214 police services fund based on the percent of the City's total population compared to the District's
215 population receiving police services. ~~The population numbers shall be determined by the most
216 recent official census or the census estimates of the United States Census Bureau. If a needed
217 population estimate is not available from the United States Census Bureau then a population
218 estimate shall be obtained from the State of Utah's Population Estimates Committee.~~ The
219 population numbers shall be determined by the Management Committee using a calculation
220 based on the US Census, average persons per household, and new building permits, as approved
221 by the Board as part of the Budget. In all cases each City shall pay for its relative dispatch
222 services incurred.

223
224 The annual budget increase or decrease for the District shall not exceed the average
225 property tax revenue increase or decrease of both Cities budgets of the previous fiscal year,
226 excluding any new revenue increases, without the majority vote of each City Council. Said vote
227 of each City Council shall occur prior to the adoption of the final budget.

228
229 Once the stated calculations have been made and a final budget has been adopted by the
230 District, each City will be assessed its portion of the annual budget to be funded by direct
231 payment. This funding formula shall not become effective until the fiscal year beginning July 1,
232 2012 and continuing thereafter. Other funding alternatives or allocation methods may be adopted
233 upon a unanimous vote of the Board entitled to vote on that budget fund.

234
235 Every five (5) years, the relative proportion of contribution of the Cities shall be
236 evaluated and if a proportionate share of the annual budget for any City has increased by more
237 than twenty percent (20%), the number of representatives on the Board for that City may also be
238 changed based on consent of the Governing Board.

239
240 **6. Scope of Services.** The District may provide all public safety services including
241 police, fire, ambulance, and emergency medical services, may enforce hazardous material rules
242 and regulations, and may provide services within a geographical jurisdiction of the District as
243 requested and agreed to by the Governing Body. The District may also provide services outside
244 of its jurisdiction pursuant to mutual aid or reciprocal support agreements with other jurisdictions
245 and to such other jurisdictions as may contract for the purchase of services from the District.

246
247 This Agreement is intended to constitute the provision of services required of cities and
248 counties under Titles 10 and 17 of the Utah Code. This Agreement is intended to create a
249 mechanism whereby general public safety protection, emergency medical services, fire
250 prevention services, and hazardous material regulation enforcement may be provided to the
251 citizens of the District generally and is not intended to create a specific benefit or obligation to
252 provide services with respect to any one person or legal entity.

253
254 **7. Buildings.** No building shall be constructed, renovated, or leased for use by the
255 District without prior approval of the Board. The Cities hereto understand and agree that they
256 may not bind the District or encumber the District's budget by constructing new buildings,

257 renovating existing buildings, or leasing buildings to be used by the District without providing
258 terms and conditions to the Board for prior approval. The District shall not be obligated to make
259 payments on a lease without prior approval by the Board and signature by its authorized
260 representative.

261
262 **8. Term of Agreement.** This Agreement shall be in continuous force for fifty (50)
263 years from the effective date. Any City may terminate its participation in this Agreement as of
264 July 1 of any year provided that notice of intent to withdraw has been given in writing to the
265 other Cities at least twenty-four (24) months prior to the time of withdrawal. The obligation of
266 the District to provide services to a withdrawing jurisdiction terminates at the time the
267 withdrawal is effective.

268
269 **9. Effective Date.** This Agreement shall become effective when the Cities have
270 approved and executed this Agreement.

271
272 **10. Transition Provisions.** The Interlocal Agreement, dated January 1, 1996 and all
273 subsequent amendments thereto, are superseded by this Agreement and shall be of no further
274 force and effect as of the time this Agreement takes effect.

275
276 **11. Distribution on Termination or Withdrawal.** The District's Executive Director
277 shall upon any agreement of the Cities to terminate this Agreement and dissolve the District,
278 prepare an inventory of all real and personal property of the District. Distribution on dissolution
279 shall be made in kind or in cash as the Board may determine. The value of the distribution of
280 assets and liabilities to each City upon dissolution of the District shall be determined by
281 calculating the value of all contributions of each City, ~~beginning with the year 1996 and~~
282 ~~continuing through the year of dissolution~~ at the end of the fiscal year of the dissolution. A
283 calculation shall then be made of the percentage of contribution each City has made to the sum
284 of the contributions of the Cities for the period of calculation. The calculated percentages shall
285 then be applied to the total value of the assets or liabilities to be distributed and each City shall
286 take their corresponding percentage. Assets that may be directly traced and attributed to funds
287 obtained from sources other than the Cities as of the time of dissolution shall also be distributed
288 based on the percentage of contribution.

289
290 If a City withdraws from the District and the District is not dissolved, any distribution of
291 assets to the withdrawing City shall only be as negotiated with the remaining Cities. The Cities
292 agree to negotiate in good faith in determining fair and reasonable terms and conditions for the
293 distribution of District assets to the withdrawing City. If the Cities cannot agree on a negotiated
294 distribution of assets to the withdrawing City, the Cities hereto agree to mediate the matter. If
295 the dispute is not resolved in mediation, then the Cities may take the matter to court.

296
297 **12. District Expansion.** Other municipalities may become a party to this Agreement
298 only upon written application to and approval by the Governing Board, who may determine the
299 terms and conditions of admission to the District.

This Agreement constitutes the entire understanding and agreement between the Cities and hereby represent-that the undersigned are authorized to hereby bind each City to this Agreement.

Signed and dated this 14th day of April 2020.

ATTEST:

ALPINE CITY

CITY RECORDER

By: _____
Troy Stout
MAYOR

Approved as to form:

David Church
City Attorney

Signed and dated this 31st day of March 2020.

ATTEST:

CITY OF HIGHLAND

Stephannie Cottle
CITY RECORDER

By: _____
Rodney Mann
MAYOR

Approved as to form:

Rob Patterson
City Attorney