NEXT

HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, July 7, 2020

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

This meeting will be held as outlined by the State of Utah's guidelines for the Low Risk phase for the COVID-19 pandemic. Individuals, especially those in a high-risk category, are strongly encouraged to participate in the meeting virtually via YouTube live at http://bit.ly/HC-youtube. If individuals participating electronically would like to make a comment during the Unscheduled Public Appearances section of the agenda or during one of the Public Hearings, they may call 1-346-248-7799 and use the Meeting ID: 840 7498 5628. Comments may also be emailed to council@highlandcity.org prior to the meeting.

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

Call to Order – Mayor Rod Mann
Invocation – Council Member Kim Rodela
Pledge of Allegiance – Council Member Timothy A. Ball

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. PRESENTATIONS

a. **City Youth Council Update –** *Youth City Council Representative*
b. **Library Policy Update –** *Library Director Donna Cardon*
c. **Natura Solve –** *Jennifer Mitchell, Dave Beck, Bryon Tarbet, PhD*

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 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 - June 2, 2020 and Work Session - June 9, 2020

b. **ACTION: SBGS Ridgeline Holdings, LLC is requesting Final Plat Approval for a 7-lot subdivision. The property is approximately 2.85 acres and is located at 10272 N 4800 W** *Administrative*
The City Council will consider a request by Garrett Seely representing SBGS Ridgeline Holdings for final plat approval for a 7-lot subdivision to be known as Wildrose Plat B located at approximately 10272 N 4800 W. The Council will take appropriate action.

c. **ACTION: Approval of an easement for Rocky Mountain Power and Central Utah Water Conservancy District for property located approximately at 4361 W 11000 N** *Administrative*

The City Council will consider a request by Central Utah Water Conservancy District and Rocky Mountain Power for approval of an easement for a pump house for Alpine City and authorize the Mayor and City Recorder to execute the necessary contract documents. The City Council will take appropriate action.

d. **ACTION: Approval of the Crown Castle Fiber, LLC (Crown Castle) Franchise Agreement** *Administrative*
The Council will consider a request by Crown Castle Fiber, LLC for a franchise agreement to allow work within city right of way. The Council will take appropriate action.

4. **ACTION: APPROVAL OF OPEN SPACE MAINTENANCE PLAN FOR THAD ABBOTT FOR PROPERTY IN THE BEACON HILL SUBDIVISION** *Administrative*
The City Council will consider a request by Thad Abbott for open space maintenance plan for property adjacent to lot #613 in the Beacon Hills Subdivision. The City Council will take appropriate action.

5. **ACTION: APPROVAL OF OPEN SPACE MAINTENANCE PLAN FOR SHANE AND KAYLEE MANWARING FOR A PROPERTY IN THE CHAMBERRY FIELDS SUBDIVISION** *Administrative*
The City Council will consider a request by Shane and Kaylee Manwaring for open space maintenance plan for property adjacent to lot #111 in the Chamberry Fields Subdivision. The City Council will take appropriate action.

6. **ACTION: APPROVAL OF OPEN SPACE MAINTENANCE PLAN FOR JACOB & LORI LAMARR FOR A PROPERTY IN THE BEACON HILL SUBDIVISION** *Administrative*
The City Council will consider a request by Jacob & Lori LaMarr for open space maintenance plan for property adjacent to lot #304 in the Beacon Hills Subdivision. The City Council will take appropriate action.

7. **ACTION: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH ROCK CANYON EXCAVATION FOR CONSTRUCTION OF THE VIEW POINT FLOOD CONTROL CHANNEL PROJECT NOT TO EXCEED $158,000** *Administrative*
The City Council will consider a request to approve a bid with Rock Canyon Excavation to proceed with the construction of the View Point Flood Control Channel Project for $158,000, and authorize the City Administrator and City Recorder to execute the necessary contract documents for the project. The Council will take appropriate action.

8. **ACTION: MILLHAVEN DEVELOPMENT IS REQUESTING PRELIMINARY PLAT APPROVAL FOR A 10-LOT SUBDIVISION. THE PROPERTY IS APPROXIMATELY 10.21 ACRES AND IS LOCATED AT 6000 W EVERGREEN WAY** *Administrative*

The City Council will consider a request by Tyrell Gray representing Millhaven Development for a 10-lot subdivision approval located approximately at 6000 W Evergreen Way. The City Council will take appropriate action.

9. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

a. Future Meetings

- July 21, City Council Meeting, 7:00 pm, City Hall
- July 28, Planning Commission Meeting, 7:00 pm, City Hall
- August 4, City Council Meeting, 7:00 pm, City Hall
- August 18, City Council Meeting, 7:00 pm, City Hall
- August 25, Planning Commission Meeting, 7:00 pm, City Hall

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, Stephannie 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 2nd day of July, 2020. **Stephannie Cottle, City Recorder**

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

HIGHLAND CITY COUNCIL MINUTES
Tuesday, June 2, 2020
Waiting Final Approval

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

This meeting will be held as outlined by the State of Utah's guidelines for the Low Risk phase for the COVID-19 pandemic. Individuals, especially those in a high-risk category, are strongly encouraged to participate in the meeting virtually via YouTube live at http://bit.ly/HC-youtube. If individuals participating electronically would like to make a comment during the Unscheduled Public Appearances section of the agenda or during one of the Public Hearings, they may call 1-346-248-7799 and use the Meeting ID: 839 5020 4142. Comments may also be emailed to Council@highlandCity.org prior to the meeting.

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 City Administrator/Community Development Director Nathan 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 Stephannie Cottle, Fire Chief Reed Thompson, Fire Chief Brian Gwilliam

OTHERS PRESENT: Brian Braithwaite, McKay Christensen, Zane Muhlestein, Cristy Henshaw, Stephen Christensen, Daniel Hancock, Marsha Gustafson, Tavis Timothy, Steve Jackson, Aaron Murdock, Stephen Babb, Harry Thomas, Brent Wallace

PRESENT ONLINE: Mark and Debbie Whittington, Earl Simmons

7:00 PM REGULAR SESSION *(CITY COUNCIL CHAMBERS)*
Call to Order – Mayor Rod Mann
Invocation – Cristy Henshaw
Pledge of Allegiance – Daniel Hancock

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 Highland City resident Cristy Henshaw and those in attendance were led in the Pledge of Allegiance by City Youth Council Representative Daniel Hancock.

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.)

Mayor Rod Mann announced that it was time for unscheduled public appearances, but first wanted to thank the residents of Highland for being kind and civil during discussions over the last week in light of public events and civil unrest across the country. He mentioned how upsetting he had found the video of George Floyd and expressed gratitude to Highland residents for their ability to hold a difference of opinion and express different viewpoints without becoming angry towards one another.

Brian Braithwaite, Chair of Parks, Trails, and Trees Commission spoke next. He had been asked by the Council to work with the Wildrose Park subdivision and Fairfield Cove PD to improve the Wildrose Park. He asked for feedback on the project, and specifically for parameters in regards to the budget. He stated that he was intending to spend $60,000 and wanted the Council's opinion if this was an appropriate amount. After a brief discussion, it was decided that the matter would be debated further by the Council and the issue would be placed on the next agenda for a more formal discussion.

Cristy Henshaw introduced herself as a Highland resident of 13 years. She mentioned that she was usually more politically involved, but as of late had been busy with kids. She said that as she looks at the events happening in the world she looks for areas where she might have some control at the local level. She discussed how panic has brought out what people hold dear, and she hopes that at a local level people can discuss things they value and credits Highland as she has never had to come to the City Council with an issue before. She was glad that people were getting more involved in government and, on a broad scale, hopes to broach a conversation about personal and property rights. She mentioned that she might want to pass a resolution from the City or the County about what residents collectively feel about the issues currently going on in the country. She wants to have a more in-depth conversation about what residents of Highland feel are important to protect.

2. PRESENTATIONS

a. YOUTH COUNCIL PRESENTATION – *Highland City Youth Council Representative*

Daniel Hancock from Highland City Youth Council spoke next and said he was glad that despite the uncertainty in the world the committee was still able to hold events. On May 7th they hosted a Kahoot game night and had prizes for 7-12 graders in Highland. He mentioned that although he did not attend that event, he did go to a City cleanup on the previous Saturday and was glad to be back with fellow Council members and serve his community again. He was unsure exactly what events can be held next due to COVID-19 but hoped that there would be more soon.

b. VICTOR VIEW LIFT STATION – *Steven Jackson, Jackson Engineering*

City Engineer Todd Trane introduced Steven Jackson and stated that the Council had asked Mr. Jackson to look at the lift station and give a presentation about it, as they had been having issues with it for some time. City Engineer Todd Trane said that Steven Jackson was an expert on the subject and had been a civil engineer for 29 years.

Steven Jackson said that the station was at the end of a cul-de-sac and was built in 1995, providing service to 52 homes. He said that the 20 years that the station had been around was the expected lifespan of some of the parts in the station. He mentioned that the sewer had flooded in 2007 and that check valves had been installed in the last homes of the cul-de-sac. He referenced a photo of a pump on the screen that showed the manhole cover on the floor that led to what was called a wet well. He stated that a partition had been installed by public works to

keep out wipes and rags. He showed another photo that demonstrated how many rags had accumulated in the well after a span of two days. He shared a video of how the pumps worked, and explained the pump spun to create a vacuum that caused sewage to be sucked out of the well into a discharge pump where it eventually reached the sewer line and was taken away by gravity. He stated that rags and wipes could obstruct the ability of the pump to spin and create suction, and so there was no force to propel sewage out of the well.

Council Member Kim Rodela mentioned that the problems had only been prevalent since last October and asked if the issue was pump failure or a result of excess materials being thrown down the toilet. Steven Jackson responded that excess debris was likely the cause of recent issues and that a shallow wet well, like the one in the lift station, could also reduce the life of the pump. Steven Jackson recommended installing a grinder, which was a device with interlocking teeth that could help to break apart debris before it entered the pump.

Steven Jackson showed records of the October to February labor hours at the station which showed a disproportionate amount of time had been spent by the staff before the addition of the partition. Since the installation of the partition, the staff visits to the lift station had dropped from every day to about once or twice a week. Mr. Jackson mentioned that it was uncommon to have to visit a station so frequently. City Engineer Todd Trane said that staff visited every site daily and only cleaned out the station in its entirety about one to two times annually. Steven Jackson responded that to clean the station with a vacuum truck was about five hours of labor and a two-hour roundtrip to Fairfield to dispose of the material. He suggested that the time could be better spent, and that this specific location had an unusually high level of material and debris entering the wet well.

On the next slide, Steven Jackson highlighted some options that could fix the issue. He first showed a device called an eradicator insert, which had serrated teeth that would chop apart any material that needed to be broken down. He mentioned that the pumps had difficulties with fibrous materials, such as disposable wipes as they coagulate into a ball as they broke down which then got stuck. The insert would prevent things like this from getting stuck in the pump. A question was raised if the insert was the same as a grinder and Steven Jackson replied that its purpose was to keep materials from moving into the pump and so was slightly different from how a grinder worked. He said the device would sit on top of the wet well. The inserts were $35,000 each and so to get one for each of the pumps the cost would come to $70,000.

Steven Jackson discussed a vertical auger as the next option. He stated that it captured solids that would not pass through the pump and raised them up to the top of the well where the material would be discharged into a chute that could then be collected and disposed of. He stated that he had received a quote of $91,000 for the equipment alone. To install the auger, he said there would need to be a concrete slab cut to support the chute and that the area around the well would have to be reconfigured and electrical work redone, bringing the total cost to around $156,000. The public works staff would be responsible for disposing of the materials projected out of the auger.

Steven Jackson also showed a vertical auger monster, which was an auger combined with a grinder attachment. He stated that waste would come through the grinder and would tear materials apart before passing to the auger. There was a bagging system that could be added to any of the proposed systems which would discharge materials out on top of the wet well and deposit it into a plastic sleeve which could then be tied off and the bag disposed of. He stated that to mount the auger they would lose storage area because they would have to install concrete supports which would make the well shallower. Council Member Scott L. Smith asked if these systems would be very noisy since they would be in a residential area, to which Steven Jackson replied that they were quiet and would not be a disturbance, although they would be visible. City Engineer Todd Trane said that these options to fix the issue would still require maintenance and they would discuss more dramatic issues next. Council Member Scott L. Smith was concerned about losing prime and Steven Jackson responded that material would still be lifted, just in a shorter window and pumps would turn on and off more frequently. He stated that the equipment would cost $137,000 and with installation the cost would come to $203,000.

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Steven Jackson also brought up the possibility that they could start over entirely and rebuild. He said it was referred to as a dry-pitt submersible rebuild and would be the most extreme solution. In the rebuild, pumps would be placed in dry ground, which would allow them to go deeper in the wet well and have a longer cycle time. There would be a vertical shaft to access the pumps for maintenance purposes. He referenced a picture on the screen that showed the sewer and stated that there might be a similar issue with the amount of material that was coming into the system and that an auger might still be necessary. He estimated the cost of this to be $750,000 for installation.

Lastly, Steven Jackson proposed a gravity sewer line alteration and stated that there would be impact to the Robert's property near the station since a shed on their property would have to be moved. He thought that there might not be a need for a manhole since the distance from the line to the station would be shorter than the typical 400-foot distance for maintenance, and that a utility bridge would run across the gorge and would connect to an existing sewer in the road. He presented two options, one with just a bridge for utility and another option with a red line. The first option would run $350,000 for construction and the second option would be $330,000.

Steven Jackson said the main consideration would be landscaping as a fence between the two properties that would have to be taken down for the installation. Council Member Kurt Ostler asked if there were any property rights that would need to be considered as the proposed line would run across the Workman's property as well, to which City Engineer Todd Trane responded that he was unsure and that the Council would have to work with them to get a utility easement through the property. He said that there was already an easement on their property but that they would be coming in from another angle from the existing one and so could not use it.

Steven Jackson referenced the next slide about the elevation that showed that it would be about a 12 to 15 foot increase. Steven Jackson added that the existing easement could be abandoned, as it would not be needed with the gravity sewer line.

Council Member Scott L. Smith asked about safeguards in regard to the bridge and what options there were to stop kids from walking across. Options such as a gate or a circular fence were discussed. Costs for the safeguards were included in the overall cost estimate. Council Member Scott Smith asked if the proposals were the most cost-effective way to solve the issue. Tavis Timothy was noted by Steven Jackson as being instrumental in calculating the estimated costs of the various proposals for fixing the station.

The Council thanked Steven Jackson for his presentation and Tavis Timothy for his estimates. They noted that they would not decide that night and would take in the information.

c. **APPLE CREEK DEVELOPMENT –** *McKay Christensen*

McKay Christensen, a representative of the Apple Creek development, referenced his previous visits to the City Council, and announced that he had created a new cooperative plan for the proposed development. He had been working on the project for four years and stated that he had been resistant to change originally but felt that they had come a long way since the beginning. His original plan was for 54 units, and Mr. Christensen noted that Council Member Kurt Ostler and several others felt that was too dense after visiting the site and had recommended that Mr. Christensen do away with the condo aspect of the plan. He and his team and were now at 44 units, primarily single-family homes. He expressed his appreciation of the Council's help over the last several years and especially in recent months. He went on to say that although it was not the original plan that he wanted, he expressed his opinion that the community will love the development and that he felt it was consistent with what the Council wanted. He referenced a slide that showed the 44 total units mainly to consist of single-family homes, and eight twin homes. On the north end he showed there would be 12 townhomes. The 24 single family homes were big, 3300 square feet, and so the intended price point was high. On the north side, the development borders Ace Hardware and Highland Vistas and so price point would be lower. He said this was the area that Council

Member Ostler had requested they decrease the density. Additionally, he showed there would be 25,000 square feet of commercial offices. He compared the size of a new commercial space being built in Alpine in order to give a sense of scale to the Council. In response to a question from the Council, he said he intended there to be a medical office included in the commercial space.

McKay Christensen referenced a slide from the presentation which outlined the parking lot and said that each unit had a two-car garage and that his goal was to have three stalls per unit to include space for visitors that would be adjacent to the unit. Each single-family unit had a stall directly next to their unit. In response to an inquiry about the size, he replied that the stalls were a standard 18 x 9 feet. The townhomes would have two car garages. He proposed that the 75 stalls designated for the commercial area could be used by visitors of townhome residents after 6 PM as they would not have parking spaces next to their units. He went on to state that they currently had 15 extra parking spaces. Per the code requirement for the commercial area, there must be three stalls per thousand square feet, which multiplied by 25,000 square feet would come to 75 required stalls. The development had 85 at the moment, but he was worried he might lose some stalls as he converted from a concept plan to actual construction. Therefore, if he lost some stalls then he might be a little bit short and have some townhome parking spaces be used for the commercial area.

Mayor Rod Mann asked if the size of the commercial space would sell well, to which McKay Christensen replied that it would, although he acknowledged that the market had changed dramatically due to the COVID-19 crisis and it was difficult to project demand. He did say that his team were researching what the office market was doing over the last three months by speaking with CEOs and businesses to find out what they were doing. He mentioned Unique and Jane, companies that were online or able to work from home and said he had spoken with business owners who were looking for smaller office spaces since many people were now working from home. He said overall he thinks there will be a contraction in the marketplace with a lot of vacancies. He thought that the appeal of his commercial area was that they are smaller office spaces which would cater to the demand in coming months as business owners downsize. He said the offices would be executive office buildings, which was a different segment of the market and, in his opinion, would actually be compatible with market demands during COVID. They would finish the space and then offer executive suites geared towards individuals. When asked about if there would be shared administrative services, he responded that there would be, and there would also be shared conference rooms and potentially shared restrooms, although he was considering installing private bathrooms in each suite. The office style was compared to WeWork by a Council Member Kim Rodela, and McKay Christensen agreed, although he added the disadvantage of WeWork was that they lease their buildings and this would be owned and operated by his own group, so they would not have the slim margins that WeWork operates on.

Council Member Kurt Ostler asked if there would be any retail space included, and also extended his thanks to McKay Christensen for his flexibility in adapting the plan and for his time and effort. He said he felt the plan was getting a lot closer to the vision of the Council. Council Member Kurt Ostler said the Council would like to see some retail space but understood it was dependent on the demands of the market. McKay Christensen replied he had some concerns about retail space since he was currently working on improving a 20-acre space in Pleasant Grove, which had commercial space. He said they had converted each space to have a drive through, and that in today's market a commercial space without a drive through was not going to be successful. He referred to drive-throughs as "land-hogs" and also stated that there were difficulties regarding traffic, as it was difficult to configure the queue and getting in and out of the area. He knew the Council has had previous concerns about traffic and that the current plan of single-family homes would have a small traffic footprint. He stated that in today's market it would be difficult to bring in a retail space such as a restaurant.

Council Member Scott L. Smith stated that the vision of the Council in the past was that there would be retail space and not only offices. He was concerned that there was only one exit that went into the Ace Hardware parking lot, which was busy. He expressed his concern that there would be no retail, but all cars would have to

exit though one of the busiest retail spaces in the City, which would cause issues. He said he wanted to see that exit eliminated and expressed again that he wanted retail.

McKay Christensen responded that there were two exits, which, in his opinion, was all that was needed. He also stated that he felt the exit through Ace Hardware would not be used as often and that he expected most people would use the exit on the south side. He discussed pulling the median back to make a full access inlet into the office space.

Council Member Kurt Ostler agreed with Council Member Scott L. Smith that he would like to eliminate the exit by Ace Hardware. He said Ace had a unique parking lot since it backed up to a credit union and so was hard to access. He proposed they speak to the fire department about potentially installing a crash gate should they need access and clarified that Mr. Christensen was open to the elimination of the exit as drive access for the residents.

McKay Christensen said that he was okay with adding a crash gate but would have to consult his team. He said his team had concerns about how to go about phasing. If his team wanted to put in an office building before the loop road was connected, they would have to have a secondary temporary entrance put in. Once the loop road was connected a crash gate could be added to the temporary entrance. but added that phasing the property was important. He said he did not think the exit was necessary if the Council felt it needed to have a crash gate or be eliminated.

Council Member Kurt Ostler said he would like to have Public Safety give their opinion on the exit roads and how they moved. McKay Christensen responded that he would be open to having Public Safety evaluate the exits.

Council Member Scott L. Smith asked about a section where the road curves and what the property lines were. Mr. Christensen referenced a slide that showed the circulation road would be 26 feet wide, and that he had expanded it from 22 feet per the Council's previous requests. He stated that the road would be wide enough to accommodate fire trucks.

Council Member Kim Rodela asked McKay Christensen if the front doors faced outwards, to which McKay Christensen responded that they did and that he did not want a scenario like Highland Vistas where the back of the townhomes faced a 10-foot concrete wall as it feels unpleasant. He recognized that the development was off a highly trafficked road and wanted to ensure that if and when something was built on it that it worked well with the development. He said that it was important to him that everything had the same vibe and that people live off the front of the homes. Council Member Kim Rodela replied that she liked that as it gave a more open feel to the area. McKay Christensen added that there were to be periodic breaks between the homes and the single-family homes are 3300 with option to 4300 square feet if the residents opted to put in a basement.

Council Member Kurt Ostler clarified that the garages were along the road. McKay Christensen confirmed and showed that the balconies all faced outwards so that as people drove by it was pleasant to look at. McKay Christensen showed a conceptual floor plan of the units, which showed there was a 10-foot side setback at its narrowest point in between the units to allow space for grills or firepits, for example. He showed there was a bedroom on the main floor that could be converted to a guest room or an office. Council Member Kurt Ostler asked about the distance from the property line to the front door and McKay Christensen said it was about 10 feet although there would be areas where it was more generous than that. He said there would be a sidewalk with trees planted intermittently. He showed a road that might have to be moved over a couple feet depending on how everything comes together, which would give another 20 feet of space, and that there would be a big area of about 150 feet of space from the front door to the street parking. He assured the Council that although it was hard to gauge scale on the map that there would be a generous amount of open space. He specified that these were

estimates based on his own scale, but it was his goal to maintain that amount of open space. He wanted the units to face off of the open space.

Council Member Brittney P. Bills referenced Council Member Scott L. Smith's earlier point about wanting to have retail spaces. She asked about an earlier study about economic development in the area she had read in the fall and asked City Administrator/Community Development Director Nathan Crane if he could remind the Council about the possibility of having restaurants and retail in the area. Mr. Crane responded that the study was concerned with the Meadows area where the Home Depot was located.

Mayor Rod Mann recalled that there were seven acres of retail available and 30 acres of professional office. City Administrator/Community Development Director Nathan Crane added that there had been a follow up conversation about the area and the concern had been access, as it relies on the neighborhood to support the commercial sites and so there would be concerns in the long term sense.

Council Member Kurt Ostler added that they need to consider what they would be able to support and said that now, for instance, the numbers show that they would not be able to support another grocery store. He believed the numbers showed support for more restaurants. However, because of COVID-19, he acknowledged the need to have a drive-thru for restaurants as their sales had been lower than normal and ones with drive-thru had fared better.

Council Member Scott L. Smith stated that they would not have to deal with COVID-19 forever and that eventually there would be a cure within the next year. He said not all decisions should be based on the pandemic and that he would like to see a nice sit-down restaurant in Highland. He mentioned Blue Melon restaurant was doing well during this time.

Council Member Kurt Ostler asked if there was a median in the middle, and McKay Christensen said that there currently was, although he anticipated having to pull back a portion of the median. UDOT was okay with having a full access turn allowing people to make a left turn into it. He added that it was a challenge to turn out of there. There was a brief discussion that traffic had been increasing in the area.

Council Member Kim Rodela voiced her opinion about having office space as opposed to retail space. She said that the smaller office spaces were in high demand, even before COVID-19, and so she liked the commercial vision McKay Christensen presented. She thought it was a good area for it.

Council Member Brittney P. Bills said that if she could choose she would pick a restaurant to be in the area, although she was unsure how to make that feasible since there were restaurants that were sitting empty in the surrounding area. She stated that ideally, she would like to see a restaurant and asked if there was a way to make that a possibility as McKay Christensen moves along in the development.

Council Member Scott L. Smith said that during COVID-19 the small retail areas in Highland had actually done great and so he did not want to give up on retail. He said again that he would very much like to see a restaurant in the space and said that the area had always been set up for retail and not only office space and homes. He felt that the Towne Center concept had failed them, and that he wanted to see more direct sales tax from the City, which he acknowledged was his personal bias.

Council Member Brittney P. Bills agreed and said she felt that there was little they could do about the loss of sales tax. She asked Council Member Scott L. Smith what he felt about the housing component, and he replied that it was much better than it had been in the past.

Council Member Timothy A. Ball was still concerned about density. He clarified that it was still at 10 units per acre. Council Member Timothy A. Ball said he had done a site visit the other day and was concerned about adding 44 units and that he was also looking at Blackstone and Toscana. He wanted to conduct a traffic survey after the configuration of the road.

Mayor Rod Mann said that he would be reticent to tell a developer to do something that was not going to be viable since it was their money and not the Council's that was going to be funding the development. Council Member Kim Rodela agreed and said that she wanted an economist to give their professional opinion on what would be financially viable and that she did not want to require something from a developer that would not work.

Council Member Kurt Ostler said that he was a property investor and from an economic perspective this was not the best location for a restaurant. He brought up the fact that a restaurant would take up a lot of parking space. He concurred with McKay Christensen that the site was a hard location for retail. He added that he would love to see restaurants go up at the Boyer area by North County Boulevard, which they were trying to keep commercial. He dissented with the view that retail does not work in Highland and said he did not think that was true. He mentioned that 25 years ago the Council had not allowed a Taco Amigo to come in although it does well in surrounding areas, and that the Council had vetoed it back then because they did not want to allow the drive-through. There was a brief discussion about Taco Amigo.

McKay Christensen agreed with Council Member Scott L. Smith's earlier point that the effects of COVID-19 would not last forever and that people were looking forward to resuming life as normal. He said his concern for the location was that demand was increasing for drive-thrus. He mentioned restaurants in the area had noticed their revenue increase by 25% once they added a drive-thru, and this has only increased with COVID-19. He said in Pleasant Grove he had had commitment for two restaurants from the local restaurant group Heirloom, but they were boutique style and so were able to open a flagship. He was concerned that if the commercial area were unable to get a national chain as a tenant then there would be no staying power and the smaller business in the development would go under. Then, according to McKay Christensen, the businesses go back to the landlords who then have the responsibility to get them lower rent and economic health. He says this becomes a challenge for them to get financing. He said when the area was more dense, the goal was to create a place with vibrant energy that people wanted to come to and that due to a conflict of vision that they had moved away from this idea into a quieter area of single-family homes that would be more pedestrian. He was concerned about putting a restaurant right next to a $650,000 home and cited the potential for noise disturbances. He referenced Council Member Timothy A. Ball's question regarding density and asked if he would support the idea of going down to 42 units and introducing a duplex that would be smaller than the ones already there. He added that he wanted to get to specific number by the end of the meeting. Council Member Timothy A. Ball responded that he would want more information, but liked the idea of a duplex more than townhomes. Mr. Christensen said that there would be five-foot gaps in between the homes, and they would be three-stories and sold at a lower price point, but a higher price than Highland Vistas. He anticipated selling them somewhere in the low fours. He said there would be duplexes all in a row and add side doors and they would be a little wider. He said he might be able to sell the duplexes for slightly more than the townhomes since there would only be one shared wall in the duplexes as opposed to two for the townhomes, but that overall he would be losing income by getting rid of two units. He restated that the duplexes would be totally different than the townhomes.

Council Member Kurt Ostler asked City Administrator/Community Development Director Nathan Crane about Coventry and if he knew what the setbacks and overall density for the area was. Mr. Crane said he would have to look it up. Council Member Kurt Ostler said to McKay Christensen that he viewed this meeting as a work session and that the Council would be unable to vote on it that night; however, he felt they were getting closer with the idea of two units. He said he felt there should be more space in between the units in the development. He said that he had been to Toscana and Blackstone and driven through the Coventry area and mentioned the setbacks. Council Member Kurt Ostler said that in Highland people love to have frontage and space in between

their homes and mentioned that he did not like how Blackstone felt confined due to a lack of space between units. He said he would love to see 10 to 15 feet in between the buildings in Apple Creek. In a meeting in February, he had asked to see four to six units an acre and stated he was willing to compromise up to eight units.

McKay Christensen acknowledged that the meeting was a work session but said that he had been hoping to have a final number of units from the Council. He said they had come a long way and taken the input from the Council seriously and had gone from 44 to 42. He asked for direction so that he would be able to plan.

Council Member Kurt Ostler responded that the Council would be able to give direction and began to speak about the units. McKay Christensen interjected that he was being penalized by the Council because he was not giving them the commercial space that they wanted. He said he had 25,000 square feet of commercial and Blackstone had none, and that in his development it came to seven units per acre. Council Member Kurt Ostler responded that his calculations were incorrect because he was counting his commercial space as well as residential.

Council Member Scott L. Smith said he felt the presentation was great, and Council Member Brittney P. Bills concurred. Council Member Scott L. Smith said he would be unable to provide direction at that time, and Council Member Brittney P. Bills contributed that she was feeling comfortable with 42 units. Council Member Scott Smith reiterated that it was a better plan and that the commercial was there because it was along Alpine Highway. He said he would probably be able to support 42 as well, and thanked McKay Christensen for his patience.

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 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 April 21, 2020 and May 5, 2020

b. ACTION: Boyer Ridgeview Residential LLC is requesting Final Plat approval for 3.66 acres for the purpose of building Canal Boulevard located approximately at 9900 N North County Blvd (*Administrative)*

The City Council will consider a request by Spencer Moffat representing the Boyer Ridgeview Residential LLC for final plat approval for 3.66 acres for the purpose of building Canal Boulevard located at approximately 9900 North and North County Blvd. The Council will take appropriate action.

c. ACTION: Approve and authorize the Mayor to sign a contract with BD Bush Excavation for construction of the 9600 North Sewer and Road Improvement Project not to exceed $1,461,383.*00 (Administrative)*

The City Council will consider a request to approve a bid with BD Bush Excavation to proceed with the construction of the 9600 North Sewer and Road Improvement Project, and authorize the City Administrator and City Recorder to execute the necessary contract documents for the project. The Council will take appropriate action.

d. ACTION/ORDINANCE: A request by Highland City Staff to amend Section 13.52 of the Municipal Code relating to Flood Damage Prevention. (TA-20-09) *(Legislative)*

The City Council will hold a public meeting to consider a request by Highland City Staff to amend Section 13.52 of the Highland City Municipal Code relating to flood damage prevention. The City Council will take appropriate action.

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Mayor Rod Mann read through the items and asked the Council if any of the members wanted to pull any of the items from the agenda. Council Member Scott L. Smith said he had questions about 3b. but they had been answered. However, he did want to pull 3c. and ask a question about it. He said he was fine with the rest of the items.

Council Member Scott L. Smith MOVED to approve consent item 3a, b, d as delineated on the agenda. Council Member Timothy A. Ball 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.

3c. Council Member Scott L. Smith stated that he supported the motion and that the question he had was how much of 9600 North was going to be paved. City Engineer Todd Trane said that when they go in to redo the sewer main, there would be a section of asphalt, about 15 to 20 feet, that would be destroyed by pulling out the old sewer main and replacing it with a new one. City Engineer Todd Trane said the sewer fund would cover that portion of the project. The additional cost comes from what they were doing to redo all of the asphalt. Since 9600 North was on the plan last year, they had held off until the sewer project could be done as well to save money. The sewer project itself was doing a large portion of the road project, according to City Engineer Todd Trane. The total cost to redo 9600 North, from where the project was ended last year to the highway would be roughly $600,000 to $700,000. City Engineer Todd Trane added that based on calculations, the sewer project was covering $5,000 to $6,000 of that cost. He clarified that all of the asphalt was being redone, but that because they were doing it with the sewer project that the costs would be covered by the sewer fund. Council Member Scott L. Smith asked how much curb and gutter and sidewalk there would be, to which City Engineer Todd Trane replied little. He said that when he and Street Superintendent Ty Christensen look at a project, they walk every road and if they see a safety or drainage issue, they address those problems. He explained that the road fund does not cover any widening of the roads or additional curb, gutter, sidewalk projects. He also said there were minor drainage and safety issues that were being addressed.

Council Member Scott L. Smith pointed about that the south side was in American Fork and inquired as to whether American Fork was also participating in the project and had done their share with Robertson property. City Engineer Todd Trane replied that they were not, and that Highland was responsible for maintaining 9600 since the majority of the road was in their jurisdiction.

Council Member Scott L. Smith said that he was not on the Council when they had approved the road fund and wanted to understand why they had not considered curbs, gutters, and sidewalks in the fund. City Engineer Todd Trane explained that they had, but it came down to cost. He said at the time the Council had voted on it, he had was not yet a full-time employee, but helping as a consultant. He said the dollar amount that would been required to widening of the roads and things like the sidewalks would have been extreme, and that at the time they did not have the support from the residents to charge more than the fee they were already paying just for asphalt.

Council Member Kurt Ostler asked where the project was extending to from SR 74, and City Engineer Todd Trane said it reached to 6350 through Mitchell Hollow, and would go to the top on the other side of the hill. He added that the sewer project would actually end before Mitchell Hollow because that was where the line extended to.

Council Member Kurt Ostler then asked when the rest of 9600 would be completed, and City Engineer Todd Trane replied that last year they had gone in with a process called a bonded matrix, where they had patched the road and then put down a seal coat. He added that they were doing the same process this year on 10400 and 11800 North.

Council Member Kurt Ostler noted that during this construction, some homes would be hard to access and thanked City Engineer Todd Trane for an email he had sent notifying the Council of that fact. Council Member Kurt Ostler then asked when 6800 West would go under construction, and City Engineer Todd Trane replied that at the earliest it would begin in July and he was still working on right-of-way issues they had encountered. He said he hoped to advertise in the coming weeks and had been meeting with residents in the area. Council Member Kurt Ostler clarified that they would be able to tell residents that 9600 North would be completed this year, and City Engineer Todd Trane agreed.

City Engineer Todd Trane apologized to the Council because with all of the projects going on, the entire City was going to be under construction and that he anticipated getting complaints. He said he would do his best to make sure he and his contractors communicated.

Council Member Kurt Ostler MOVED to approve consent item 3c. Council Member Scott L. 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. PUBLIC HEARING/ORDINANCE: ADJUSTING THE COMMON BOUNDARIES BETWEEN ALPINE CITY AND HIGHLAND CITY *(Legislative)*

The City Council will hold a public hearing 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.

Mayor Rod Mann introduced Planner & GIS Analyst Tara Tannahill, who presented the issue. She stated that it was a boundary line adjustment of 4.02 acres, proposed by Millhaven Development. Planner & GIS Analyst Tara Tannahill referenced a slide that showed a map, where a highlighted portion in pink was what was proposed to move over to Highland. She said that the proposed adjustment was for the purpose of building 10 lots in the area.

Mayor Rod Mann said this item had come to Council before, and Planner & GIS Analyst Tara Tannahill concurred. She added that in March the Council had adopted a resolution indicating their intent to adjust the intended boundary.

Mayor Mann opened the public hearing 9:00 pm and called for any citizens who would like to speak on the item to state their name for the record. There were no public comments. Mayor Mann closed the public hearing at 9:01 pm.

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Council Member Scott L. Smith MOVED that the City Council accept the findings and approve the boundary adjustment with Alpine City. 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.

Council Member Kim Rodela MOVED that the City Council accept the findings and adopt the ordinance indicating the intent of Highland City to adjust a common boundary with Alpine City. 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.

5. PUBLIC HEARING/ORDINANCE: A REQUEST BY COLE PECK TO AMEND MULTIPLE SECTIONS OF THE DEVELOPMENT CODE RELATING TO SIZE AND SQUARE FOOTAGE ACCESSORY BUILDING. (TA-20-12) *(Legislative)*

The City Council will hold a public hearing to consider a request by Cole Peck to amend multiple sections of the Highland City Development Code relating to accessory buildings. The City Council will take appropriate action.

Planner & GIS Analyst Tara Tannahill spoke and showed on a map that the applicant's address was on Highland City by a church and reminded the Council that the development code amendment would be for all of Highland City. To give background, Planner and GIS Analyst Tara Tannahill said the subdivision was created on February 2, 2020 and was in the R140 zone. On May 26, 2020, the Planning Commission held a public hearing to discuss revised wording, which she said would be discussed later. She said they had voted 4:2 to amend the wording.

Planner and GIS Analyst Tara Tannahill stated that Mr. Peck requested the amendment because he wanted to build a 35-foot tall, 10,000 square feet building to use as an accessory garage to park trailers on his property. Planner and GIS Analyst Tara Tannahill added that it was at 2.9 acres that "shall not go more than 8% of the total gross area," per the wording, which she reiterated the Planning Commission had recommended revising. She also said for 2.9 acres there was a 35-foot maximum height as well, and for every foot past 25 feet there was an additional two-foot side setback.

Planner and GIS Analyst Tara Tannahill stated that when they considered just doing acreage, there were 117 properties that would be impacted, and reminded the Council that those properties could later be developed or subdivided. To give a visual, she showed a slide that had a map of the City to illustrate that most other buildings the size of the proposed garage were commercial. She highlighted an animal shelter, a performance center, and some office buildings that were similar in height and square footage to the proposed garage.

Planner and GIS Analyst Tara Tannahill said that she and the Planning Commission had taken the appropriate measures to notify the public and they had not received any written correspondence. She stated again that the Planning Commission had voted 4:2 in the public hearing on May 26 to recommend revising the wording, and that City staff was not supportive of the amendment due to the impacts on the City overall. The wording would be a 25-foot average height and 8% total gross area as well. For help with the discussion, she showed a slide with proposed questions and proposed amendments, dependent on what the Council decided to do.

Cole Peck spoke next and mentioned that the Council had come to his property to look at what he was proposing. He thanked the Council for their work, and said they had a tough job. He said he did not want a 25-foot building with a square top; he said that did not make sense to him or his wife. He said that the current code stated a property owner could build 10 feet off of the property line, and that he had tried to get input from staff and Council on the matter. He felt it was a better solution to have even bigger setbacks than what had been proposed because he believed his property should be 125 feet set back from his back lot, and 30 feet back from his side lot. He said he was trying to make it possible for more residents to use and he got the sense from the staff that they did not want it to be used as much. Cole Peck said that in his opinion, he liked what Jerry had come up with, which was to have an average of 25 feet tall with a maximum height of 35 feet. Mr. Peck acknowledged that his lot was unique, and he knew the Council had to make decisions for other applicants, and that he was amenable to their recommendations. He said the Planning Commission was concerned about eave heights, and he said it was actually well under 25 feet. Cole Peck said that he did not want his yard to be cluttered and addressed concerns he had received that he was going to work from home, to which he said in his line of work was not realistic. He said he wanted the garage to be big because he had trailers parked all over his lawn and he and his wife did not want it to look messy and they needed a space that would accommodate all his machinery. He wanted the high pitch to complement the home that he and his wife trying to build and stated that he liked the barn look. Mr. Peck said he had owned the property for over 20 years and wanted it to look nice and added that he had spoken with neighbors who approved of the idea. He said that he did not need 10,000 square feet and so it would be less than 8%. He explained that if it were 10,000 square feet it would require a sprinkler system which he did not want to have. He said he would appreciate a solution.

Council Member Scott L. Smith asked how much space Mr. Peck would like, if not 10,000 square feet. Cole Peck replied that he liked the height more than anything and did not like the look of a square roof. Mr. Peck added if he got denied, he would have to connect it to part of the home and thought that would be better for all the residents of Highland to not be able to build 10 feet off their property lines, even though the ordinance had been around. He said he was really wanting to make it look nice and that his wife wanted a multi-story home.

Council Member Brittney P. Bills said she did not understand the average height concept. Cole Peck used a sheet of paper to demonstrate how average square footage is impacted by changes in height and pitch. Council Member Brittney P. Bills said she did not understand the math and Cole Peck and City Engineer Todd Trane discussed how to measure average height further.

Mayor Rod Mann interjected to ask if there were other questions for Cole Peck. Council Member Scott L. Smith voiced concerns of the Council that if they allowed big buildings that people would run their businesses out of the buildings, and looked for clarification that it was not Cole Peck's intention to do that. Cole Peck responded that no, it was not. In fact, his wife wanted nothing to do with his construction business. He added he owned another plot of land where he had a landfill and stored equipment there. He said he did not take his machines home unless he was using it to work in his yard. He said of the 117 properties who would be impacted would build, but if they did, he felt it would actually add value to the City and increase property value. Mr. Peck elaborated that he had trailers, snow mobiles, and razors in the yard now, and that when left outside the tires rotted and they were even vandalized. He said again how much he did not want to have clutter.

Council Member Kim Rodela asked why he wanted it to be 35 feet high, to which Cole Peck responded that it was primarily to do with looks. Mr. Peck said he would like to have a space that he could host family and friends and have it be a "party barn" style where he could have a loft.

Mayor Mann opened the public hearing at 9:23 pm and called for any citizens who would like to speak on the item to state their name for the record.

Mark and Debbie Whittington introduced themselves as neighbors to this property directly to south and extended their support of the changes Mr. Peck had proposed. They felt that it would force the City to improve the look of buildings being constructed in the area. Mr. Whittington stated that he did not like the flat top buildings and that in the current ordinance builders were still allowed to construct flat roof buildings.

Earl Simmons also spoke and stated he was the property owner to the east of Cole Peck's property. He seconded what Mark Whittington had said and said he believed it was a good idea to change the ordinances. He said the higher pitch would improve the look of buildings in the area.

Mayor Mann closed the public hearing at 9:25 pm.

Mayor Rod Mann reminded the Council that the subsequent discussion would have to be about the Highland as a whole and not Cole Peck specifically. Mayor Mann voiced his opinion that they should establish a max square foot because if it were left at percentage only someone could potentially build something huge if they had a large property. It was Mayor Rod Mann's opinion that the Council set a maximum size.

Council Member Kurt Ostler agreed with Mayor Rod Mann and said the Council needed to make sure they are not spot zoning. He mentioned a property close to Cole Peck's and said they had four acres and so would be able to build something similar. He also pointed out an empty lot nearby that was for sale at three acres and that if the proposal passed someone would be able to build something bigger on that lot. He agreed with the Mayor that there should be criteria on the square feet and thought that would be a good way to mitigate concerns. Council Member Kurt Ostler noted that he actually appreciated someone trying to keep a larger lot since people typically try to make lots smaller, but there was a concern that in the future the large lots might be divided. Council Member Kurt Ostler stated that since they were in a R-140 zone so there was a potential for the large lots to be subdivided and urged the Council to think about what the end result might be if the proposal passed. He said he was concerned that 10,000 square feet was more commercial than residential to him and that it would be enticing for business if it were allowed. Council Member Kurt Ostler said he personally had an 1800 square foot garage near his home, and he had other trailers stored on another property so that he did not have clutter. He said 35 feet was too tall and 10,000 square feet was too large for a residential area, and it was important to consider the intent of users who might buy the properties later on.

Council Member Scott L. Smith asked for clarification about the phrasing of the ordinance. He expressed confusion that the ordinance stated that if a person had less than 2.9 acres then an accessory building could not be more than 5% of the gross lot, and if above 2.9 acres it could be 8% of the gross lot. However, in other places the ordinance says 7% if you were at 2.49 acres or less, and so that if a property was between 2.49 and 2.9 then it had to be 5%, but a property less than 2.49 could have a building take up 7% of the gross area. He said he did not understand why it could not just be one percentage, not dependent on size of the lot.

Planner and GIS Analyst Tara Tannahill explained that R-130 and R-120 zones had different percentage rules, which is why the ordinance read the way it did. She said it was 7% only in the R-120 and 130 zones, and it was 5% in the R-140 zone. Council Member Scott L. Smith then replied that he liked Mayor Rod Mann's earlier point about having a cap on percentages.

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City Administrator/Community Development Director Nathan Crane and Council Member Scott L. Smith had a brief discussion regarding different rules for different zones. Council Member Scott L. Smith thought it was confusing that there were different percentages for different zones and City Administrator/Community Development Director Nathan Crane elaborated on the math of how to calculate the size of accessory buildings. Council Member Kurt Ostler also voiced concerns that lots could subdivide which would then circumvent rules regarding maximum size of accessory buildings. He also clarified that there were not currently restrictions on the size of the home that could be built on a lot, to which City Administrator/Community Development Director Nathan Crane replied that no, there was not and anyone could build an attached building to their home, as long as it met code requirements.

Council Member Brittney P. Bills asked questions about storage of equipment. City Administrator/Community Development Director Nathan Crane spoke about having issues with contractors storing equipment on lots and referenced a construction company that had bought a lot just to store their machinery. He said that when this happens, there were complaints from the neighbors. Council Member Brittney P. Bills also said that neighboring cities do not allow this and that besides the basketball facility, this would be the tallest structure in Highland. She circled back to Council Member Kurt Ostler's point that if the Council tried to zone just for Mr. Peck then they would be spot zoning and so she said it could be hard to figure out what to do.

Council Member Scott L. Smith asked Cole Peck exactly where the accessory garage would be and Cole Peck replied that it would be about 50 to 60 feet away, but that he had not totally laid out his plan for the accessory garage or agreed to an exact plan because he was unsure if he would have to attach it to his house. He said that each proposal did have a maximum percentage, that there was not an unlimited amount for any of the zones. He acknowledged that he had a unique lot and elaborated on the proposal further, saying that for each foot he went above 25 he was giving up an additional two feet. If there was an eave height of 15 to 20 feet it would limit people from building too big, and that it would allow the buildings to look nicer. He said that his proposal would actually be good for the residents. Council Member Scott L. Smith said that was helpful to know and that while he personally did not have a problem with the proposal, he explained the Council members were concerned about setting a precedent for people who might not be as mindful as Mr. Peck. Cole Peck said that he appreciated that and found it odd that 7% was used for a smaller lot, and he would even be okay with 7%. Council Member Scott L. Smith said he would like to see 7% as a blanket rule for the whole City. Cole Peck said he felt the largest issue was the look of the accessory building and how close it was to the neighboring house.

Council Member Brittney P. Bills asked if his property backed up to a Patterson property, and Cole Peck replied that the property behind his had been a Patterson development, but had since been sold. Cole Peck said he had talked with all of his neighbors to get their feedback and they were in support of his plan to build.

Mayor Rod Mann suggested that the maximum square footage of an accessory building could be 8,000, regardless of percentage. Council Member Kurt Ostler clarified that this would be in the R-140 zone and the Mayor said yes. Council Member Kurt Ostler implied that would still allow people to construct buildings that would be too big and would look unsightly. Mayor Rod Mann and Council Member Kurt Ostler discussed setbacks briefly. Mayor Rod Mann reiterated that he would like there to be a cap on square footage size.

Cole Peck said that based on discussions he had held with the Planning Commission, they were intending that it would be set at 5% and anything larger would have to be built 60 feet off the back and 30 feet off the side.

Council Member Kim Rodela was concerned that they had switched from a residential to commercial building. She said near where she lived, she could see an animal shelter that had been mentioned earlier in the presentation as being a similarly sized building to the proposed garage, and said that they needed to take into consideration if it was a residential property or a residential area with a commercial building attached. Council Member Scott L.

Smith agreed with her concerns but said it was a residential zone and so when permits were applied for, it would then be for residential use and not commercial.

Council Member Kurt Ostler asked if the request to go above 5% in the R-140 zone was an anomaly or if it was more frequent. Tara Tannahill replied that there were requests occasionally. Usually people just ask how much square footage they could get rather than the size of the building. This specific instance was unique.

Mayor Rod Mann said he liked the idea that if the building was over the 5%, then there would be more setbacks and a cap on the roof height.

Council Member Kurt Ostler said that while he understood that the Pecks were trying to move machinery into a garage to make the lot more presentable, that they did not have to do it on their property. He again mentioned that he personally stored excess equipment on another property and not at his home. He said that since Cole Peck had other properties, he could store his equipment there and not in a residential area. Council Member Scott L. Smith said he supported the Mayor with having a limit on size in the R-140 area. The Council would have to be careful with telling people that they could have a big lot, but they would not be allowed to build anything on it other than a home. He also added that he did not think if they allowed this that everyone would then go build on their properties as that has a lot of costs involved.

Council Member Brittney P. Bills felt that it was fair to go over 5%, since Planner and GIS Analyst Tara Tannahill had previously had other requests to do so. She said 10,000 is a really big building and so not to go to 8%, and asked Tim to come up with the numbers. She said that she would support Council Member Timothy A. Ball coming up with the numbers.

Council Member Timothy A. Ball said that in the R-140 zone, it was 5%, and about 3 acres. He calculated that at 5%, it would come to 6500 square feet. He said there could not be variance in height or size of building because that would be spot zoning and would set a precedent for everyone in the City that they could come to the Council and petition to overrule the ordinance. He voiced hesitation about changing the code for everyone in the City as he felt it opened up the potential for more people to ask for changes to the code.

Council Member Scott L. Smith asked Council Member Ball to calculate what it would be if set to 6%, which was calculated to be 7840 square feet. Council Member Kurt Ostler said that was an almost 8000 square foot building which to him was still too large. Council Member Ball said he liked that the setbacks had been made larger but still did not like the height of the building. Council Member Kurt Ostler said he would like to see the maximum set to 6,000 square feet.

Cole Peck said that he really wanted to make it work. He did not like the look of a flat roof, and so if the accessory building was restricted in size by the Council, he was going to just build it attached to his house, with a 35-foot tall roof. He said he had property rights and was getting irritated as he felt they were being overruled by the Council. He said the current code was bad, and that if people were willing to spend the money to make their property look nice, he did not understand how that hurt the City. He said he had a 40-foot trailer that took up a lot of space and so he really would need the garage to be as big as he was proposing to accommodate all of his equipment. He said he did not want to have to drive to another town to go get all of his machinery and equipment as it was a hassle.

Council Member Scott L. Smith said that he supported his property rights and did not have a problem with the height of 35 feet as long as there were setbacks. He asked if 8,000 square feet would be amenable, and Cole Peck said he would be happy with that. Council Member Kurt Ostler again voiced his concern that people in the future would subdivide and that would create issues going forward.

City Administrator/Community Development Director Nathan Crane spoke and gave some calculations. He said in the R-140 zone, lots range from 20 to over 30,000 square feet, and so for a lot that was 25,000 square feet at 5%, an accessory building would be 1250 square feet and 2000 square feet at 8%. For a 30,000 square foot lot, an accessory building could be 1500 square feet at 5% and 2400 square feet at 8%. For a 35,000 square foot lot, buildings could come to 1750 square feet at 5% and 2800 square feet at 8%. He also calculated for a 40,000 square foot lot, which would allow buildings to be 2000 square feet at 5% and 3200 square feet at 8%.

Council Member Kurt Ostler said there would be a 130-foot setback and that most properties would be able to meet that requirement easily. He added that the structure would still be 35 feet tall and he did not like that. He said there should be a maximum on the size. He said he lived in a R-140 zone and knew people with 20-foot accessory buildings that he felt were large, and so wanted to set the maximum where the buildings would not be too large.

Tim asked City Administrator/Community Development Director Nathan Crane what the required pitch change have to be to meet the 30-foot requirement. He said he had seen in Alpine when people were willing to do the setback adjustments they were rewarded with an increase in height and felt that was reasonable. He asked what the change would have to be if the maximum was 30 feet and the average was 25 feet.

City Engineer Todd Trane responded that Mr. Peck did not have a design yet, and he wanted a 180 by 120-foot building. He said the design depended on where the eave height was and that depending on how high the building was, it would come to about 18 to 20 feet. Council Member Ball said he was concerned about the aesthetic of the property and shared Cole Peck's concern about property rights. He acknowledged the concessions Mr. Peck had made in terms of the setbacks. He said there would be benefits of pushing the buildings farther back from the property line since the biggest issue he saw was smaller setbacks. He added the biggest concern he has gotten from staff over the years is that people had built without permits and so commended Mr. Peck for coming out to the Council and going about it in the right way.

In response to a question about the height of church steeples in the City, City Engineer Todd Trane responded that he was unsure of the exact height but said there were a lot of large homes in Highland, and many were over 30 feet tall with steep pitches.

Mayor Rod Mann commented that property rights were important. He thought it was important to consider how to make big buildings look better. He said a 10,000 square foot building looked big up close but not when viewed from the road. He did acknowledge there may be issues in the future, but he was sympathetic to Mr. Peck wanting a place to store his machinery.

Council Member Timothy Ball asked what the Council felt would be a reasonable balance between property rights and maintaining the code. Council Member Scott L. Smith replied that he believed in property rights and knew they should not spot zone and supported the Mayor's opinions. He agreed with the proposed idea of 7%, and the 8,000 square foot maximum. He stated he did not have an issue with the 35-foot roof and liked the idea of a 30-foot side setback and 60-foot back setback. He mentioned that he would only change the code for the R-140 zone, and that the R-130 zone was already at 7%. Planner and GIS Analyst Tara Tannahill confirmed that the R-120 and R-130 zones were at 7% already.

Council Member Kurt Ostler said he was okay with the R-140 zone being at 7% but was still concerned with the 8,000 square feet.

Council Member Timothy Ball said he liked how nearby cities such as Alpine had rewarded people for extra setbacks by allowing them additional height. He felt the current code was pointless because if Mr. Peck wanted,

he could build a garage that was 35 feet and just connect it to the house with a breezeway to circumvent the code. He proposed that for every foot in setback there should be a reward of a foot in height.

Cole Peck spoke about the setbacks that he was prepared to have on his property. He said that based on what the Planning Commission had proposed, for every foot above 25 feet he would have to give two more feet of setback. Per the Planning Commission, if he went to 8% of the total lot, he would have to give a minimum of 60 feet in the back and 30 feet on the side. He said it mitigated his ability to subdivide since buildings would have to be so far in from the property line. He thought what had been proposed was good for the City and would be okay with 7%. The Planning Commission's maximum height was 35 feet.

Council Member Timothy Ball said he felt that was a reasonable compromise because the farther back the buildings were, the less it impacted the view of the neighbors. Council Member Kurt Ostler said he liked the idea of the reward for the accessory buildings. He said he was warming up to the idea of 7% but they still needed to consider what was best for the City and not only Mr. Peck.

Mayor Rod Mann discussed the Alpine code. He said they start at 20 feet and had a cap at 30 feet tall. He liked the idea that if a property were at 7%, it would then have to have a 60-foot setback. Planner and GIS Analyst Tara Tannahill said that currently the setback requirements for accessory buildings were 10 feet on the side and 30 feet for the front.

Nathan City Administrator/Community Development Director Nathan Crane pointed out if height is the issue, they could choose to approve the height and keep the size the same at 5%. In response to a question about if the staff were concerned about increasing the height, he said if they increased the size to 7% then they would get bigger buildings.

Council Member Kurt Ostler said for the R-1-40 zone he was okay going to 7%. He said since a person can build a home to 35 feet it made sense to him to allow a 35-foot accessory building, too. It was pointed out that having a roof of 35 feet with an average height of 25 feet would force the building to have a pitched roof.

Council Member Timothy Ball clarified that the current requirement for the length of a breezeway is 10 feet, so Mr. Peck could choose to build a 10,000 square foot building with a 35-foot roof and attach it to his house. He asked if that would look nice, to which Council Member Kurt Ostler replied, it would be Mr. Peck's prerogative if it looked nice or not. It was agreed it would look nicer if the buildings were separated.

Council Member Timothy Ball said that he did not think they were ready to decide since everyone had different opinions on what do. He acknowledged Mr. Peck's property rights and the need for change in the code but asked if they knew of all the changes that they might want to make. Council Member Scott L. Smith replied that they did, the changes would be the height, setbacks, and the percentage of the lot that an accessory building could be and maximum size.

Council Member Kurt Ostler asked Council Member Scott L. Smith if he would want to add a three-foot setback for every foot added to the building's height, and he was worried 30 feet off the lot might still be too close. He said the building would look smaller if it could be farther off the property line.

Council Member Scott L. Smith commented that to build an accessory building at 35 feet, one would have to have a lot of property in order to comply with the amount of setback required. He said the current code allowed the buildings to be up to 25 feet high. He also liked the idea of an average height that would force the roof to be pitched.

Council Member Kurt Ostler said he liked the idea that for every foot over 20 feet, there would be additional setbacks. He also said he was okay with 7% and wanted to get a maximum size established.

Mayor Rod Mann asked if a 55-foot setback were reasonable, and Council Member Kurt Ostler said the buildings would not be 35 feet high; they could be shorter and have a smaller setback.

Cole Peck discussed side setbacks briefly. Council Member Kurt Ostler said that they would make the code read that for every foot over 20 feet, there would have to be additional setbacks. Mayor Rod Mann said the only instance in which a person could build over 5% was if the property was at 2.9 acres.

Council Member Kurt Ostler said they would adopt the Alpine code, accept 7% across the board, and include that for every foot over 20 feet there would need to be two additional feet of setback.

Council Member Scott L. Smith expressed support for a 35-foot roof with an average of 25 feet to have a pitch. Council Member Kim Rodela said she liked that as well.

Council Member Kurt Ostler asked if everyone was okay with 7%, to which the response was yes. He asked again what the maximum should be. Council Member Scott L. Smith said he supported a maximum between 8,000 to 8,500. Council Member Kurt Ostler said he would like 6,000 to 6,500. Council Member Scott Smith proposed they compromised at 8,000. Council Member Kurt Ostler asked Council Member Brittney P. Bills what maximum she liked, and she replied she would accept 7,500 ft.

*Council Member Timothy A. Ball MOVED that the City Council **AMEND** the code to 7% of the acreage. The maximum height of accessory buildings at 35 feet, assuming they comply with the setbacks, which would be increasing for each foot above 20 feet would increase the setback by two feet. Twenty feet height requires 10 foot setback. Maximum square footage capped at 8,000 sq ft. In addition, a max height of 35 feet with an average height of 25 feet. Council Member Scott L. Smith SECONDED the motion.*

Mayor Rod Mann asked if the Council wanted to put a minimum lot size to go from 5% to 7% in the R-140 zone. He said currently it was at 2.9 acres. Council Member Scott L. Smith replied that he would like it to be 7% across the board, regardless of lot size.

Council Member Scott L. Smith asked if the staff had concerns about moving down to 7% and said they would be on the front lines of the change.

City Administrator/Community Development Director Nathan Crane anticipated receiving a lot of complaints about the size of building and about code enforcement. Council Member Scott L. Smith interjected that the complaints were about setbacks, which was a problem they were addressing. Mr. Crane said that was part of it. He mentioned a 20,000 square foot lot on Canal Boulevard that had given them trouble in the past.

City Attorney Rob Patterson read the proposed changes, which were that an accessory building may be increased beyond 5% up to 7% of the total gross lot area, and up to 8000 square feet as long as there was a back setback of 60 feet and a side setback of 30 feet. The 25-foot average height would still apply.

Staff and City Attorney Rob Patterson will write an ordinance reflecting these amendments and bring to Council for adoption at a later meeting.

Note: There was a brief technical error with the audio.

The vote was recorded as follows:

Council Member Timothy A. Ball Yes
Council Member Brittney P. Bills Yes
Council Member Kurt Ostler No
Council Member Kim Rodela Yes
Council Member Scott L. Smith Yes

The motion passed 4:1.

6. PUBLIC HEARING/RESOLUTION: SETTING FY21 GARBAGE AND RECYCLING RATES *(Legislative)*

City Council will consider updating the garbage and recycling can rates for FY21 relative to the new contract with Waste Management. The Council will take appropriate action.

Assistant City Administrator Erin Wells explained the background of the garbage revenue management. All revenue comes from the utility bills sent to residents monthly. Expenses were broken into three categories: hauling fees paid to waste management, tipping fees to the North Point Transfer station at $30.50 per ton, and other miscellaneous costs such as salaries and billing costs. There has typically been revenue over expenses for the garbage department in the last five years although it was acknowledged that the exact reason for this was unclear. She stated it was roughly $55,000 in revenue over expenses.

Assistant City Administrator Erin Wells referenced a packet given to the Council, which showed the current and proposed monthly rate figures as well as propped monthly and annual differences. She stated the proposal was to add a fee of 21 cents per month for the first garbage can. Based on her projections, revenue would be 985,000 and expenses would be $930,000. She said it allowed for fluctuations throughout the year and would allow them to not have to change rates mid-year. She said it also provided a cushion for the general fund to provide for unanticipated changes. She said the revenue would be 20,500.

Mayor Rod Mann asked if they were paying fees for recycling, and Assistant City Administrator Erin Wells explained it was built into the rate that Waste Management charged them and that they took recycling to their own facility.

It was discussed that the rate would decrease if one did not recycle and if there was a second garbage can. Assistant City Administrator Erin Wells stated that she was hoping it would be cheaper to recycle than to have another can in order to incentivize recycling, and that there was a standard surcharge on all the cans.

Council Member Kurt Ostler asked how many homes there were, and Assistant City Administrator Erin Wells replied that there were 4,500 homes which was around 11,000 to 12,000 cans. Assistant City Administrator Erin Wells was thanked for doing the research on this issue and she replied that it was important since and residents needed to have their garbage picked up.

Mayor Mann opened the public hearing at 11:15 pm and called for any citizens who would like to speak on the item to state their name for the record. There were no comments. Mayor Mann closed the public hearing at 11:15 pm.

Council Member Kurt Ostler MOVED that City Council approve corrected Resolution R-2020-16 (as of June 2, 2020 at 11:15 pm) Fee Schedule Amendments for the Garbage & Recycling Can Rates. Council Member Timothy A. Ball 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.

7. PUBLIC HEARING/ORDINANCE: A REQUEST BY HIGHLAND CITY STAFF TO AMENDING SECTION 3-621 AND SECTION 10-102 IN THE DEVELOPMENT CODE RELATING TO XERISCAPE LANDSCAPING. (TA-20-13) *(Legislative)*

The City Council will consider a request by Highland City Staff to amend Section 3-621 and Section 10-102 of the Highland City Development Code relating to Park or Planter Strips and Xeriscape Landscaping. The City Council will take appropriate action.

Planner and GIS Analyst Tara Tannahill gave a high-level background and stated that section 3-621 removed 50% living material and non-water wise plants and added xeriscape as permitted use in the park strip. In the original it had been written that trees, shrubs, and canopy above 22 inches would be removed but since it was pointed out the wording was confusing, it was proposed to remove "trees." She stated that the intent of the wording was mainly for improving visibility at the site triangle. For the definition section, xeriscape was added in the landscaping section as an allowed method and their proposed change to a section that spoke about both "grass" and "lawn" to refer only to "grass" for clarity. For citizen participation, Planner and GIS Analyst Tara Tannahill reported she had sent out the necessary notifications and had not received any written correspondence.

Mayor Rod Mann questioned a slide that showed there could not only be pavers in the parkway without plants. Planner and GIS Analyst Tara Tannahill explained that there needed to be 25% living material. Mayor Rod Mann said he thought he had read it could be less than 25%, and Nathan City Administrator/Community Development Director Nathan Crane stated he was familiar with the 25% rule. Mayor Rod Mann asked if that included the growth of the living material as well and it was clarified that it did include growth and not just what was planted in the ground. Mr. Crane said he understood the 25% to refer to the ground cover of living material. Planner and GIS Analyst Tara Tannahill said that the ordinance includes trees, plants, and shrubs.

Nathan City Administrator/Community Development Director Nathan Crane explained further that the intent was for there to not be an area with only rocks. He said trees do not break the rocks up the way that a shrub would. Xeriscape does not necessarily mean no plants.

Council Member Scott L. Smith stated that American Fork Hospital was a good example of xeriscaping. Their xeriscape had low maintenance and low water usage and, in his opinion, looked nice.

Mayor Mann opened the public hearing at 11:23 pm and called for any citizens who would like to speak on the item to state their name for the record.

Brent Wallace stated that the Water Advisory Board had asked Planning Commission and City Council to do away with park strips completely. He said he had done a study that showed there was a lot of water waste in park strips and asked the Council to reconsider their decision. He felt park strips were antiquated and should be done away with. He spoke of Steeple Chase neighborhood that had extra wide sidewalks with curbs and gutters, making park strips unnecessary. He said if everyone eliminated one station from their sprinkler systems, they could save about 10% in water. He mentioned that the last April and May had been among the worst on record for drought conditions. In his opinion, the practice of mitigating water usage should not only be allowed but encouraged. Mr. Wallace said he would forward the report from, the Water Advisory Board meeting and encouraged the Council not to decide until they have considered the idea of doing away with park strips entirely.

DRAFT

Mayor Mann closed the public hearing at 11:26 pm.

Council Member Timothy A. Ball said he approved of xeriscape. He agreed with Mr. Wallace's comments that the park strips were antiquated and felt that xeriscape would be an appropriate solution to change the way park strips were formatted.

Council Member Kim Rodela said she liked xeriscape as well but would want to return to the issue at a later date so she to come back at a later date and think about the park strips. She recalled that during her campaign she had spoken with a landscaper who had also felt the park strips should be removed as they used a lot of water and were high maintenance.

Council Member Scott L. Smith inquired if the intent was to go through the City and remove existing park strips, or just to omit them from new development. Brent Wallace replied that it would be relevant for new developments or in areas that were going under reconstruction. He added it would be optional for existing areas and they should be encouraged to do away with their park strips in order to save water, but that he was not intending to go through the City and remove all existing strips.

Council Member Brittany P. Bills talked about native vegetation and weeds briefly. Council Member Scott L. Smith said he felt they should return to Mr. Wallace's comments at a later date.

Council Member Scott L. Smith MOVED that the City Council accept the findings and approve the proposed amendment based on the following findings supporting the 25% live vegetation up to 75% xeriscape, including all the proposed amendments. 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.

8. DISCUSSION: UTAH STATE AUDITOR'S FRAUD RISK ASSESSMENT

Finance Director Gary LeCheminant spoke to the Council and reminded them that three weeks ago they had discussed the state auditor's fraud risk assessment report and the point system. He reported that he had reached out to CPA firms that were on an approved list and had sent them items that would be necessary to have should they be audited. He said a part of the agenda tonight was to confirm that those records had been sent to the CPA firms. He requested that a list of all vendors be scanned and have it confirmed that all vendors on the list were legitimate. He further stated that employers needed to ensure they were following fraud risk requirements. He requested that a random sample of employees be evaluated for fraud risk and finding sent to members of the City Council. He said this could be done in 10 to15 hours a quarter and reported being quoted about $3,000 a quarter by Squire CPA, which would come to $12,000 annually. Another quote from Gilbert and Stewart was for $2,025 a quarter. He specified that for both, CPAs would be the same each quarter, and would have five or more years' experience. He stated an internal audit would get them to 20 points from the state auditor.

DRAFT

Council Member Scott L. Smith asked if raising 20 points would put them into another risk category, and Finance Director Gary LeCheminant said no, they would stay in the moderate category. He said other cities would likely not use an external auditor.

It was clarified that this was a discussion item.

Council Member Scott L. Smith asked if other cities were doing this, and Finance Director Gary LeCheminant responded other cities he had spoken with were too small to audit quarterly. He said Salt Lake County had three internal auditors and reports were turned in directly to the board of directors.

In response to a question from Council Member Scott L. Smith if the work had to be done by a CPA necessarily or if reconciliation could be done by people from another City, Finance Director Gary LeCheminant said there could be a finance director, mayor, and city council member from another city come in to help but it was best to have a CPA from an approved list preform the audit.

Assistant City Administrator Erin Wells spoke up to add a note she had forgotten to deliver in her presentation. She said she had meant to share that on June 15 new cans would be delivered, and that they would be sending out a post card the next week with information. She also added that Waste Management would also be sending out a mailer, so people were aware of the change.

9. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

a. Future Meetings

- June 9, City Council Budget Work Session, 7:00 pm, City Hall
- June 16, City Council Meeting, 7:00 pm, City Hall
- June 23, Planning Commission Meeting, 7:00 pm, City Hall

10. CLOSED SESSION

The Highland City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, as provided by Utah Code Annotated §52-4-205.

At 11:44 PM Council Member Scott L. Smith MOVED that the City Council recess to convene in a closed session to discuss pending or reasonably imminent litigation as provided by Utah Code Annotated § 52-4-205. 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 unanimously.

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

The CLOSED SESSION adjourned at 12:23 AM.

ADJOURNMENT

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

The meeting adjourned at 12:23 AM.

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 June 2, 2020. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle
City Recorder

DRAFT

HIGHLAND CITY COUNCIL
WORK SESSION MINUTES
Waiting Final Approval

Tuesday, June 9, 2020

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

This meeting will be held as outlined by the State of Utah's guidelines for the Low Risk phase for the COVID-19 pandemic. Individuals, especially those in a high-risk category, are strongly encouraged to participate in the meeting virtually via YouTube live at http://bit.ly/HC-youtube. If individuals participating electronically would like to make a comment during the Unscheduled Public Appearances section of the agenda or during one of the Public Hearings, they may call 1-669-900-6833 and use the Meeting ID: 879 7957 9981. Comments may also be emailed to council@highlandcity.org prior to the meeting.

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, City Recorder Stephannie Cottle, Police Chief Brian Gwilliam (electronically), Fire Chief Reed Thompson (electronically), Library Director Donna Cardon

OTHERS PRESENT: There were none.

PRESENT ONLINE: There were none.

7:00 PM WORK SESSION *(CITY COUNCIL CHAMBERS)*
Call to Order – Mayor Rod Mann
Invocation – Council Member Kurt Ostler
Pledge – Mayor Rod Mann

The meeting was called to order by Mayor Rod Mann as a work session at **7:05 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 Council Member Kurt Ostler and all in attendance were led in the pledge by Mayor Rod Mann.

Mayor Rod Mann informed the council that it was finance Director Gary LeCheminant's last day and he would be leaving the next day for California. Mayor Rod Mann thanked Finance Director Gary LeCheminant for what he done to improve the finances of the City.

DRAFT

Mayor Rod Mann spoke about the CARES money. The County had received 1.1 Million in CARES funds from the federal government, and there had been debate about how it was to be distributed. Mayor Rod Mann said that the debate had been resolved last week, and the decision had been made to put 20% of the fund into a reserve for economic recovery and the remaining 80% would be split between the counties and the cities. The cities could choose to get their entire allocation of their amount as soon as the indemnification letter had been signed that acknowledged that they would use the money in accordance with the guidelines set by the federal government. They also had the option to not take the money and send expense reports to the federal government for reimbursement. The amount allocated for Highland was about 1.3 Million, and Mayor Rod Mann advised that they take the money rather than send in reports. They had until October first to use or earmark the money for use, or the funds would be given back to the County. Mayor Rod Mann said that the indemnification letter they needed to sign should come soon and there were no specific parameters, but the money was intended to help recover costs that had been incurred by COVID-19. The fund covered PPE, salaries, and sick time, among other things and the City Attorney would be able to assist in finding ways the funds could be used. There would need to be receipts or written explanations of how the funds were used. The County was compiling a list of recommendations of how to use the funds, and an auditor had been hired for this specifically to evaluate the usage of funds.

The Council discussed what other items might qualify as valid uses for the money, such as testing the residents of the City for COVID-19 or installing cameras in the Council meeting room to facilitate Zoom meetings. Mayor Rod Mann said once they had the list of recommended uses from the County they could brainstorm further, and they would vote on how to use the money next week. It was clarified that proactive fixes such as renovating restrooms or trails in anticipation of higher usage would not be covered by the CARES money. It was meant to be retroactive aid to revenue lost by the COVID-19 crisis. Mayor Rod Mann added that 20% of the funds had been set aside for community development.

1. 2020-2021 HIGHLAND CITY BUDGET

City Council will review the budget for Fiscal Year 2020-2021. This item is for discussion and information. No actions will be made during this meeting.

City Administrator/Community Development Director Nathan Crane gave a quick overview of the agenda and discussed some of the changes made to the preliminary budget. He said there had been many updates as a result of COVID-19.

He stated the goals for the budget this year emphasized the needs of the staff, and it was a priority to make sure there would be no pay cuts. He acknowledged the negative impact that COVID-19 would continue to have on the budget for the rest of the year. His goal was to not be forced to decrease the level of service being provided to residents, although he said it would be difficult to achieve that goal due to inflation. He also wanted to maintain their fiscal health and ensure they would be ready to appropriately respond to emergencies, such as earthquakes and unforeseen maintenance costs.

City Administrator/ Community Developer Nathan Crane presented a slide showing how the General Fund was allocated for discretionary and non-discretionary funds. The non-discretionary funds included things like capital improvements, contracts, and revenue earmarked for specific items. That left a remaining $1.7 Million for discretionary funds, which was distributed among different departments such as Parks, Streets and Roads, and Administration. It also included money for City Council events. When evaluating the budget, City Administrator/ Community Developer Nathan Crane said he first took money out to fulfill the City's contractual obligations and services that had to be provided and then evaluated how to best distribute what was left over.

City Administrator/ Community Developer Nathan Crane gave a history of the General Fund budget and said the majority of fund increases received had gone to Public Safety. He also said they had tended to prioritize merit

increases and manager benefits over the last three years, and the cost of doing business took a lot of the fund as well. They were trying not to impact the level of service and keep their reserves full. He then showed a budget history spreadsheet from the year 2008 to 2011 that showed that out of all the departments, emergency services and policy had seen the highest increase. Last year there had been a $700,000 increase in Public Safety, which had impacted the rest of the budget by decreasing the amount that was available to be spent elsewhere. According to City Administrator/ Community Developer Nathan Crane they normally stayed flat with limited inflation growth except for increases in salaries and operated within what was assigned by the Council. He added that they had not been very proactive in terms of maintenance to parks, trails, and open space, although they had improved the streets. He reiterated that the focus was to maintain the level of service provided to the community.

City Administrator/ Community Developer Nathan Crane recalled that the Council had commissioned an analysis of the General Fund and shared two results from their research. He showed their budget from last year and stated that there were some items that could not be funded in the current year as there was no room in the existing budget due to inflation and an increase in costs. He presented a chart to illustrate his point, including a list of the items that would not be funded. He also shared that in March, most cities had decided not to do employee increases due to COVID-19, but that now there were a number of cities planning on increases, including cities that competed with Highland for employees. Other cities intended to re-evaluate mid-year. Given the changes that had been made to the budget, City Administrator/ Community Developer Nathan Crane felt it would be worth it to consider a 2% merit increase for employees. He mentioned that there had been a time in the past when Public Safety employees had been given raises but other employees had not, and this time around he felt it would be more fair to see raises across the board. He referenced a slide that showed that impact to the General Fund for the 2% raise would come to $61,132. The impact to the Enterprise Fund would come to $19,076 and $42,216 from Public Safety. City Administrator/ Community Developer Nathan Crane said there would be an option to give the raises halfway through the year, as a one-time bonus or throughout the year.

City Administrator/ Community Developer Nathan Crane then detailed some of the items that had been listed as unable to be funded. He showed their estimated costs and said that he and his staff felt that these items had been more “band-aid” solutions rather than long term fixes, and that the priority had shifted away from them to other things. The unfunded items mentioned were the replacement of the fire station driveway, Parks & OS Seasonal Hourly Increase, Parks & OS Maintenance Equipment Replacement Fund, and the replacement of old playground equipment.

City Administrator/ Community Developer Nathan Crane addressed the General Plan update, which included adding officers and Vehicle Replacement Funds.

City Administrator/ Community Developer Nathan Crane next spoke about the Lone Peak Public Safety District and said the overall assessment was down $55,945. The overall budget with the fire department was down $125,307. They had conducted an audit of salaries and wages and compared what was budgeted with what was actually needed and they concluded that they had too much in the budget for salaries. City Administrator/ Community Developer Nathan Crane stated that the police department was up $8,587 and Administration was up $8479, including dispatch fees. Discounting the dispatch fees, the Administration budget would actually be down about $18,000. He proposed using the budget for a new ambulance, which had an estimated cost of $265,000. He proposed they pay cash using additional revenue from salary savings coming from vacant positions.

Council Member Scott L. Smith asked for clarification about what Administration encompassed, and City Administrator/ Community Developer Nathan Crane said the allocated budget included a percentage of the salaries for employees who held administration roles in the Public Safety department, as well as miscellaneous supplies and attorney fees, and added that it was a relatively small budget compared to the budget for dispatch fees. Council Member Kurt Ostler discussed the possibility of consolidating the administrator for the fire department to the City Hall offices. City Administrator/ Community Developer Nathan Crane explained that the

fire department wanted to keep the administrator at the station as she had many duties there, including acting as the receptionist when the public visited. He also restated that the dispatch fees took the majority of the budget, accounting for $167,000 of the total $235,000.

City Administrator/ Community Developer Nathan Crane discussed the Public Safety Fee. The Council had previously voted to use $60,000 from reserves to subsidize Public Safety. The preliminary budget for Public Safety did not include that amount, so the budget showed a loss of about $24,000 to $25,000. The Council absorbed the loss of $60,000 in revenue from the General Fund budget. They would need to take $24,000 to $25,000 out of General Fund Reserves in order to balance the budget, and according to City Administrator/ Community Developer Nathan Crane they were looking at a lean budget for the year.

Finance Director Gary LeCheminant stated that last year the fee for Public Safety was $12.57 and for the current year was $11.50, which totaled to a loss of $60,000 in revenue. He explained that this did not mean that they had spent an additional $60,000, only that they would make $60,000 less than they had last year. He added that the amount came out of additional revenue. Council Member Kim Rodela wanted to know if the negative $60,000 had factored in the new salary increases for the staff, and City Administrator/ Community Developer Nathan Crane responded that it did include the 2% staff increase.

Finance Director Gary LeCheminant listed the budget changes. He showed the General Fund Revenue for Version 10 was about 10 Million, and expenses were less than that and came to a net difference of $739. He said Version 8 of the budget did not include the 2% salary increase and Version 10 did, so salaries were higher in Version 10 for all full-time Highland employees. To summarize the changes, Finance Director Gary LeCheminant said $30,000 was added to salaries, $2,300 was added to the 401k fund, and $5,400 added to the retirement fund.

Finance Director Gary LeCheminant also said that the property tax rate was $1.78 Million, which he anticipated would be voted on by the Council next week. This was $31,000 higher than last year's certified rate revenue. He was unsure exactly how much would be collected in December because the collection rate might change as a result of fluctuations in the economy.

Finance Director Gary LeCheminant said Sales Tax Revenue was $2.4 Million, and collections from May of the current year were $30,000 higher than collections from the previous year which indicated that there was additional spending in the current year. He was waiting for June 22 to get the number for sales tax revenue, which was after the date that the budget would be approved. He added that they would not have to wait until mid-year to do budget adjustments and could do an adjustment in July or August if the collections were coming in lower than projected. For now, he had added $30,000 to the revenue for sales tax for the Version 10 budget since they had collected $30,000 more than what they had projected for the original budget.

Finance Director Gary LeCheminant moved on to Building Permits Revenue. He said the budget was $280,000 and so far, that year they had already collected $390,000. In the past they had never collected less than $300,000 and so he and City Administrator/ Community Developer Nathan Crane had decided to increase Building Permits Revenue to $300,000, even given the state of the economy.

Finance Director Gary LeCheminant discussed the previous year's reserves and stated in Version 8 of the budget they had used $100,000 of prior year's fund reserves, and he had found that currently, they were down by $24,000. He explained that the Council only had to use $25,000 of previous year's reserves to make the budget balance. He noted it was a decrease of use of revenue from previous years and that was a positive thing.

Finance Director Gary LeCheminant referenced a slide which showed that they had decided to increase B&C Road Revenue from $715,000 to $750,000. Once the final payments from May and June were reported in July,

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another budget adjustment could be done if need be. He also noted that the garbage contract had gone from $910,000 to $985,000 as garbage collection fees had increased since the original estimates had been made.

Finance Director Gary LeCheminant indicated for the Council to reference page two of the budget document and look at account 10-34-50. He showed that for the current year the budget for the Public Safety Fee was $641,000. He explained that if the Council had approved the fee to be $12.57, the total revenue would have come to $701,000 and the loss that was showing was the difference between $701,000 and the actual projected revenue of $641,000. If the fee remained at $11.50 there would be a deficit every year going forward.

Finance Director Gary LeCheminant also stated that they had adjusted the police salaries, which yielded an increase of $25,000 for the police department and $16,000 for the fire department to the budget.

Council Member Kurt Ostler asked if these figures assumed that there was no sales tax loss in April or May. Finance Director Gary LeCheminant explained they actually were projecting April, May, and June to be 75% less in sales tax, but they had increased it by $30,000 because they had projected March to be down but it had actually come in up. Finance Director Gary LeCheminant said the overall decrease in sales tax was projected to be $2.4 Million, which was $130,000 less than last year. He said that he would have forecasted about $2.6 Million for sales tax revenue but anticipated they would fall short of that now due to COVID-19.

Finance Director Gary LeCheminant went over account 10-70-38, which was Trail Maintenance in the General Fund and account 20-43-22 which was Trail Maintenance in the Open Space Fund. The budget this year was $70,000 in the General Fund and $65,000 in the Open Space Fund and so far in the year only $882 had been spent from the two accounts. Since it was uncertain how and if the remainder of those budgets would be spent, at the request of City Administrator/ Community Developer Nathan Crane $130,000 had been moved into the Capital Parks Trail Maintenance Fund, in addition to what was already in that account.

Council Member Kurt Ostler stated that the sales tax projection made by Finance Director Gary LeCheminant was a 5% reduction, but sales tax loss statewide was at 3% so the estimate was very conservative.

Finance Director Gary LeCheminant said he would address the General Fund Budget and said the only other change he had made was an adjustment to depreciation in the Enterprise Funds because he felt it was too high originally.

Council Member Scott L. Smith referenced the third page which discussed the Highland Foundation. He acknowledged that he was personally involved with the foundation and pointed out that they had donated $25,000 in the fiscal year to the City which was reported in miscellaneous revenue. Council Member Scott L. Smith said that the Foundation had another $60,000 that had been allocated for the Mercer Hollow Project that could be dispersed in the next year. City Administrator/ Community Developer Nathan Crane responded that he had actually met with the primary owners and was looking at bids to move forward with the project. Council Member Scott L. Smith said that there was another $16,000 in the foundation that could be used for Mountain Ridge Park and asked if that could be moved forward. City Administrator/ Community Developer Nathan Crane said the last time Mountain Ridge Park had been discussed the decision had been made to wait until there was more money, and so they would need to revisit that conversation and get direction from the Council on what should be done next with the park.

Council Member Kurt Ostler asked if Finance Director Gary LeCheminant had a slide that showed all the different capital accounts and he responded there was not one. Council Member Kurt Ostler said to Council Member Scott L. Smith said the Foundation was not part of the city fund, and Council Member Scott L. Smith said that people had donated to the Highland Foundation for those projects and that he would like to see the funds go to the projects for which they were designated. Council Member Scott L. Smith and Council Member Kurt Ostler concurred

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that they should see the last year's revenue from the Foundation and how it went to the City more specifically than only including it just in miscellaneous revenue.

Council Member Kurt Ostler said there were many capital accounts and it was important for the Council to know how much money was in them and where it had come from, so that when the accounts were being discussed they had a sense of exactly what they had. Council Member Kurt Ostler said it was frustrating to not be able to see all the capital accounts as he felt there were high balances in a lot of them that the Council was unaware of.

Finance Director Gary LeCheminant listed off the amount balances in some of their capital accounts, including that there was about $3.5 Million in the Parks capital account, and acknowledged that he should have included a page detailing all of the capital accounts.

Council Member Kim Rodela asked about Enterprise Funds. Finance Director Gary LeCheminant said that since they had gone over the Enterprise Funds in their last meeting, he had not included it in the slides, but was willing to go over it again. He said the Sewer Fund had $4 Million in cash and $4 Million in reserves, and reminded the Council that he had shown them that there was enough money in the account to finance all the projects planned for that year and next year.

Council Member Kurt Ostler asked what other capital accounts the City had. Finance Director Gary LeCheminant responded there were three: The Capital Parks, Capital Roads, and Capital Building funds. He said the Capital Road fund covered all major expenses of the roads and road projects outside of the ones that came out of the Road Fee Fund. Finance Director Gary LeCheminant said $500,000 is transferred into the fund each year from the General Fund and usually about 1.5 Million is spent.

City Administrator/ Community Developer Nathan Crane explained that when the road fee was approved, the Council had committed $500,000 to be put towards preservation and 1 Million for capital. He said because the funding sources were different, for accounting purposes they had to track the amounts going into the Fund differently.

Council Member Kurt Ostler asked which capital account park improvement projects would come out of, and City Administrator/ Community Developer Nathan Crane said it would be the prerogative of the Council, but his suggestion would be the Park capital account.

Council Member Scott L. Smith agreed with Council Member Kurt Ostler that it would be nice to have a summary of what was in the accounts and City Administrator/ Community Developer Nathan Crane said he could compile one for the Council.

Finance Director Gary LeCheminant referenced account 41-40-71 on page 23 of the budget document, which showed out of a budget of $600,000 about $438,000 had been spent from the Capital Roads Fund so far that year. He said this amount was in addition to what would be spent on the Road Project Fee Fund.

Council Member Kim Rodela asked how much money was in the Open Space Fund. Finance Director Gary LeCheminant responded that there was $3.5 Million in the Parks fund, but he was not sure how much was in the Open Space fund.

Council Member Scott L. Smith said that he thought there was about $420,000 in the Open Space Fund, and that included $137,000 for the tennis courts and Mercer Hollow as well.

Council Member Kurt Ostler asked where Mercer Hollow was. Council Member Kurt Ostler and City Administrator/ Community Developer Nathan Crane briefly discussed some areas of Highland as Council

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Member Kurt Ostler said he knew of several areas called Mercer Hollow. Council Member Kurt Ostler mentioned there had been a Mr. Anderson who donated $70,000 to the Highland Foundation to improve the ground of the side of his property. The City would complete the project with money from the Open Space Fund, but the exact amount was still to be determined. City Administrator/ Community Developer Nathan Crane said the City had agreed to spend $20,000 on the improvement project and the original bid had come back at $135,000, which was too high for them so he was talking to Mr. Anderson to get lower pricing. The Capital Park account also needed to fund Spring Creek, but City Administrator/ Community Developer Nathan Crane and Finance Director Gary LeCheminant were also unsure of the exact amount that would be needed for that.

Council Member Kim Rodela asked if aid for City Engineer Todd Trane had been calculated into the budget. City Administrator/ Community Developer Nathan Crane said there were no additional expenditures in the General Fund, but there were some funds from a vacant position in Enterprise Funds. Council Member Kim Rodela clarified that money could come out of Enterprise Funds. City Administrator/ Community Developer Nathan Crane said the money would come from an existing position that was currently unfilled, and so he would just need to determine where the money would come from and then would bring the issue back before the Council for approval.

Council Member Scott L. Smith clarified that with the revisions and projections for increased revenue projected by Finance Director Gary LeCheminant, they would be able to give a 2% raise across the board and only use $25,000 out of the reserves. Finance Director Gary LeCheminant confirmed this and agreed with Council Member Scott L. Smith and that because it was a conservative estimate, they might not have to use any money out of the reserves at all.

Council Member Kim Rodela recalled that they had recently given a raise to Public Safety in the last year. She patched in FC on Zoom. FC said that they had increased benefits for police officers last year to match benefits received by the fire department and had done a salary adjustment for all employees and increased the starting wage to $21.90 an hour. FC said he increased all salaries by $2.50 for all employees in the Police Department to make them competitive with surrounding areas and to increase recruitment and retention.

City Administrator/ Community Developer Nathan Crane said there were no cuts made to the preliminary budget, so there would be funds for things like maintenance accounts. He said they were able to absorb the 5% reduction in sales tax. He said they were able to maintain level of service and maintain their reserves as well.

Council Member Kurt Ostler asked about line item 10-31-30, which estimated a loss of $130,000 in sales tax revenue. Council Member Scott L. Smith asked what percentage of sales tax came from internet sales. Finance Director Gary LeCheminant said he had not calculated that amount. Council Member Scott L. Smith asked how it was determined, and if it came from a general state fund. Council Member Kurt Ostler said he had looked at large internet companies like Amazon and Wayfair to see how much sales tax was coming in and he believed the increase in sales tax they had seen had come from internet sales. Council Member Scott L. Smith added that he had spoken with UPS employees who were reporting higher volumes than normal. Council Member Kurt Ostler and Council Member Scott L. Smith briefly discussed how they had worked with the tax commission and the post office because they were concerned about leakage with online sales. They confirmed that online sales tax came out of a shared pool.

Council Member Kurt Ostler moved on to 10-33-56 and asked why class C roads were stated to be down $40,000. Finance Director Gary LeCheminant said it was B&C road money, and revenue was decreased due to COVID-19. Fewer people were driving and so there was less gas tax to collect.

Council Member Kurt Ostler asked about line item 10-33-58 about state liquor. Finance Director Gary LeCheminant said that a percentage of the state liquor fund was turned in to the police department, who used it

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for increased DUI surveillance and drug busts. He added that the amount had increased because Alpine's share had been going to the county but had come to the City this year. $16,103 had been collected that year which was more than last year's collection of $11,467.

Council Member Kurt Ostler asked about 10-38-18, which discussed the public works inspection fee. He noted that they had skipped a year and now were back to $25,000 and questioned why that was. City Administrator/ Community Developer Nathan Crane said when someone does a subdivision, City Administrator/ Community Developer Nathan Crane visits them for a pre-construction meeting and the developer pays a fee for inspections. Finance Director Gary LeCheminant said that although nothing had been collected so far that year, they would collect some from the Boyer project later that year or earlier in the next year.

Council Member Kurt Ostler next addressed line item 10-38-87, sidewalk bond revenue, which had $5000 in it. He asked where the money came from for that and Finance Director Gary LeCheminant replied that people must pay a $1000 bond if they damage the sidewalk.

Council Member Kurt Ostler spoke about the Highland Fling, in line item 10-38-95. He said it showed an income of $50,000 and asked what they would do for the Fling that year. Council Member Kim Rodela replied that they were planning on a short version of the Fling, which would be on July 31 – August 1st. She knew the revenue would not be $50,000 as it had been in previous years, but that their expenses would also be lower and since they were unsure what actual revenue would be, they had left the estimate at $50,000.

Council Member Kim Rodela asked about 10-38-40 which was Sale of Fixed Assets. Finance Director Gary LeCheminant and City Administrator/ Community Developer Nathan Crane replied it referred to property and was distinct from Open Space. There was further discussion of what properties it referred to specifically.

Council Member Kim Rodela also asked about 10-38-83 which covered facility rentals. Finance Director Gary LeCheminant said it included the fees for renting fields, pavilions, and areas in the community center. Council Member Kim Rodela replied she wanted the fees to be increased so that they covered expenses sufficiently.

Council Member Kurt Ostler moved on to Council Expenses, listed under 10-41. He said he wanted to understand all the Council Fees. He clarified that the salaries referenced were the salaries for the Council Members and the Mayor, and that their benefits included retirement. They discussed the $25,000 allotted to membership fees to professional organizations. They mentioned Utah League of Cities and Towns (ULCT), Mountainland Association of Governments (MAG), Utah Lake Commission, and the Lone Peak Business Alliance as some of the organizations included in the organizations, they paid fees to. Council Member Kim Rodela asked if there were any unnecessary organizations in that list, to which staff indicated it was the prerogative of the City Council if they wanted to remove any. Council Member Kurt Ostler asked Mayor Rod Mann his opinion on the Lone Peak Business Alliance, and Mayor Rod Mann said they were helpful and had been accommodating. He added they would have been able to help bring in revenue for the Fling if it would have happened as planned that year. Mayor Rod Mann said the Lone Peak Business Alliance covered the cost of their fee by generating revenue for the magazine.

Council Member Kurt Ostler added that they had actually been more active during COVID-19 and mentioned they had distributed information about PPE loans.

Council Member Brittney P. Bills asked Mayor Rod Mann what the value of the Utah Lake Commission was. Mayor Rod Mann said the biggest benefit Utah Lake Commission had for the Council was that they conducted research on the lake which determined if special accommodations from the sewer district were necessary. The studies gave the Council leverage to push back if accommodations for the sewer district were

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made, which would then impact the sewer rates. Mayor Rod Mann said they gave a platform to stay informed on those issues.

Council Member Brittney P. Bills also inquired about Professional Services in line item 10-41-31. Finance Director Gary LeCheminant said he thought that was the allotment for IT fees. Council Member Brittney P. Bills said City Administrator/ Community Developer Nathan Crane would check. Council Member Kurt Ostler interjected to ask about $400 that was allotted for mileage and asked what that was for. City Administrator/ Community Developer Nathan Crane said it was reimbursement if the Council drove to meetings or conferences. Council Members would have to submit an expense report to be reimbursed. They discussed some of the conferences that they attended annually. Council Member Kim Rodela explained that if a Council Member wanted to attend a conference, they would have to email SC to register them and pay their fees.

Council Member Kurt Ostler asked Finance Director Gary LeCheminant about Miscellaneous Supplies and Expenses. He replied it covered a one-time amount of $500 to purchase electronic equipment. Council Member Kurt Ostler also asked what Council Appropriations was for and Finance Director Gary LeCheminant replied he would have to look it up. It was noted that the funds for Council Appropriations had been spent.

Council Member Scott L. Smith added that they give money to the Historical Society and the Arts Council each year as well.

Council Member Kurt Ostler moved on to Court Expenses and asked about Administration, discussed in line item 10-43-11. Assistant City Administrator Erin Wells said it included the 2% salary increase that had been discussed and would also cover 25% of her salary that had previously come from the library.

Council Member Kim Rodela discussed the newsletter in line 10-43-27 and the possibility of taking it digital. There was $6,000 budgeted to print the newsletter and Council Member Kim Rodela said they had talked about how to get people to move to digital. Assistant City Administrator Erin Wells replied they were doing the fee schedule the next week and that could be discussed further then. She said it was about 47 cents per household each month to print the newsletter. She said a fee could be instituted that would charge an additional $1.00 for people who received paper copies. Mayor Rod Mann spoke up to voice concerns that the system was not set up in a way that was intuitive, and that people would not be able to easily switch from paper to digital, especially older demographics. Council Member Scott L. Smith said he typically does not read things that come in emails because of how inundated he was with emails already, but when he receives things in the mail, he tended to read them more thoroughly. Council Member Kurt Ostler mentioned that a survey had been conducted to see how much mail was sent back. Mayor Rod Mann said 40% of electronic correspondence and 60% of paper was sent back to the City. They voiced surprise that electronic was so low since everyone was home due to COVID-19. City Administrator/ Community Developer Nathan Crane said they would need to upgrade their online systems so that a user could set up an account to pay online. He said once it was an easy process for the user to pay bills online, and a smooth transition to change the system, then they could offer people the option to opt-out of electronic.

Assistant City Administrator Erin Wells circled back to the discussion about what was covered under Miscellaneous Supplies and Expenses. She said it included funds to send flowers to staff when their family members passed away. It also covered food for special meetings, name plates for Council Members, Christmas parties, and the $500 technology equipment fee that Council Members received every four years.

Assistant City Administrator Erin Wells also overviewed line item 10-41-62. She said it encompassed special projects and was a "catch all" fund. She said it influenced the fees to have pictures taken when Council Members were sworn in, and other small projects throughout the year.

Finance Director Gary LeCheminant asked Assistant City Administrator Erin Wells about 10-41-31. She listed some of the things paid for by that fund, which included the Donor Program, an electronic voting subscription, HR training expenses, and fees for outside legal counsel.

Council Member Kurt Ostler asked Finance Director Gary LeCheminant if 10-43-28 referred to phone lines. Finance Director Gary LeCheminant said they were telephone charges for landlines. Council Member Kurt Ostler asked if it was a lease and Assistant City Administrator Erin Wells said that they paid month to month. She explained that they were mandated to have a few hardlines in their buildings, but most lines were VOIP. She added they switched providers about a year ago to CentraCom and she liked their service better and the cost was about the same.

Council Member Kurt Ostler asked about the Safety Committee discussed in line item 10-43-39, which had $5600 in it. GLG said there was a safety program where the Public Works department was divided into three teams of five people and they were rewarded with a $20 gift card if they went a month without an accident. It allowed them to satisfy requirements from the Utah Local Governments Trust which gave them a 5% discount on their liability insurance. Finance Director Gary LeCheminant also listed some items bought with the fund, such as safety vests, fire extinguishers, and handheld devices.

Council Member Kurt Ostler said there were a lot of charges for internal IT expenses. He asked why IT was spread out throughout the accounts, and specifically asked about 10-43-82. Finance Director Gary LeCheminant said it had to do with cost allocation and was divided by departments. GLG said it was the first year they were allocating the money in that way.

Council Member Scott L. Smith then asked how 10-43-82 was different from 10-43-38. Assistant City Administrator Erin Wells said that 10-43-38 was a set amount that was spent on an IT service each month, and that 10-43-82 was money set aside for new technology equipment. City Administrator/ Community Developer Nathan Crane elaborated that the last time they had upgraded their computers, it had been very expensive to do all at once so they were now trying to rotate the upgrade schedule for the computers to save money over time.

Council Member Kim Rodela asked what the Car Allowance discussed in 10-43-11 referred to. City Administrator/ Community Developer Nathan Crane said instead of providing fleet cars, there were some employees who got a car allowance to perform City business.

Council Member Kurt Ostler questioned Attorney fees and why it was being increased by $15,000. City Administrator/ Community Developer Nathan Crane said the increase was because the Council had spent a lot of money on attorneys. He said there was an increase in hourly wage and in the amount that the Council was using the attorney. City Administrator/ Community Developer Nathan Crane said in the past they had kept the attorney separate from the Council, but the Council has wanted the attorney to be at the City Council Meetings. City Administrator/ Community Developer Nathan Crane said he and Mayor Rod Mann met with the attorney once a week. Mayor Rod Mann spoke to say that the price for the attorney was worth it to avoid the risk of the Council having any kind of legal trouble. He added that the cost of not using one would be more expensive in the long run. City Administrator/ Community Developer Nathan Crane said they had set aside $50,000 for the current budget year, at 433 hours of $125 an hour. To increase to a rate of $150 an hour for the same number of hours it would come to $60,000 and then they had added an additional $5,000 to that amount to anticipate the extra workload. Council Member Scott L. Smith commented that the total $65,000 was still less than what they had paid over previous years.

When asked if cell phone reimbursement in 10-47-29 was for all employees, Finance Director Gary LeCheminant said it depended on the employee, and that they actually bought phones for some employees in Public Works. He said department heads and Corrine received a full reimbursement of $90 a month. Assistant City Administrator

Erin Wells said some people received a partial reimbursement depending on the duties of the job and how often they would have to be called.

Council Member Kurt Ostler asked about 10-60-31. He said about $200,000 from that quarter's percent sales tax had been designated for trail maintenance. He noted that currently, they were working on transportation trails only and said about 36% of trails in the City were not classified as transportation and wanted to know some of the $200,000 from sales tax could be moved into 10-60-31. GLG replied he was not sure. Council Member Kurt Ostler asked if the $200,000 from sales tax revenue was going towards trail maintenance in different funds. GLG said they had divided the amount to allocate $50,000 for the Open Space Fund, $50,000 for Trails in the General Fund, and $100,000 in the Major Road Fund.

Council Member Kurt Ostler brought up that 10-60-37 for sidewalk repair. He explained he was concerned since the trails had to be classified as transportation and so he was trying to find another transportation fund to move money out of. City Engineer Todd Trane explained that 10-60-31 was a B&C road fund, and they were encumbered funds which meant the money in it had to be used for its designated purpose and could not be moved. Finance Director Gary LeCheminant said 10-60-37 was also B&C and so money there had to be used for things like sidewalk repair, snow removal, and crossing guard maintenance.

City Engineer Todd Trane agreed with Finance Director Gary LeCheminant and explained that some of the items had to be paid for with B&C money. Council Member Kurt Ostler asked what the $100,000 coming from sales tax could be spent for, and if there was a risk that the funds would not be spent. City Engineer Todd Trane said they were hoping to use the $100,000 to begin working on curb, gutter, and sidewalk projects instead of only focusing on asphalt. City Administrator/ Community Developer Nathan Crane said the funds had restrictions on them. City Engineer Todd Trane added that for that year, the only maintenance they had done on the trails was surface treatments and that next year they could focus on more extensive projects and rebuilding.

Council Member Kurt Ostler commented it was similar to how they had gone about renovating their roads. City Engineer Todd Trane said that over the next two to three years they would spend the $100,000 on their trails. Council Member Kurt Ostler asked again about how the 36% of non-transportation trails in the City would be maintained. City Administrator/ Community Developer Nathan Crane said there was a budget specifically for non-transportation trails. Council Member Kurt Ostler said they could use money from the fund to build a sidewalk in Mountain Ridge Park. Finance Director Gary LeCheminant said for the B&C funds, if there were any encumbered funds left over they would roll over into the next year, but if the funds were spent then they would have to prove the money was spent on qualifying expenditures.

Council Member Kurt Ostler moved on to 10-70-31 which discussed Parks Contracts. He asked if that was the money for installing medians. City Administrator/ Community Developer Nathan Crane said no, it was from when the City had hired M&D Property management sometime before 2010. Council Member Kurt Ostler asked why the amount had increased and City Administrator/ Community Developer Nathan Crane said it was to build a median, but if they ended up having the staff to do that work internally then they would avoid spending the money.

Council Member Kurt Ostler asked what 1-70-75 was for and Finance Director Gary LeCheminant said it was for a truck they had bought.

Council Member Kim Rodela asked if there was a schedule for Highland Glen Park Improvement in item 10-70-44. Council Member Kim Rodela said there should be more dumpsters and trash receptacles in the park and wanted to know what the timeline for improvements was. City Engineer Todd Trane said they had built a wall along the east side of the park two years ago and last year had added more parking. He discussed how he planned to use the $15,000 to take parking further south and build a culvert over the summer. City Engineer Todd Trane

said it was his understanding that there was money set aside that had to be used specifically at Highland Glen Park. Council Member Scott L. Smith said that before they had been spending about $30,000 a year to fix the park even before City Engineer Todd Trane was on the Council and asked if park impact fees could be used to maintain the park. City Administrator/ Community Developer Nathan Crane replied that park impact fees were earmarked for new investments, so hypothetically if they did something like turn Mountain Bike Park into a grass park the money could go for that. Council Member Scott L. Smith asked if Mountain Ridge Park could be built up with impact fees and then the remaining amount could go towards Highland Glen. He said it seemed like the park that would be used the most was Highland Glen, yet there was no money going towards it. City Administrator/ Community Developer Nathan Crane said Council Member Scott L. Smith raised a good point, and there was a short discussion about how park impact fees were distributed.

They also discussed the bond payments that had been used to pay for the parks. Council Member Kurt Ostler asked if they would have enough money from only the park impact fees to pay off the bonds, and Finance Director Gary LeCheminant said they also had to pull money out of the General Fund as well to pay off the bonds. City Administrator/ Community Developer Nathan Crane said they primarily used the park impact fees to buy the properties. Council Member Scott L. Smith said he anticipated that the usage of Highland Glen would increase once the neighboring sub development was built.

Council Member Kurt Ostler asked if there were any questions about the Arts Council Fund covered in 10-72-59 and summarized what the fund was used for.

Finance Director Gary LeCheminant explained that the Debt Service in 10-90-90 was money from the General Fund that was transferred to the Capital Roads fund. 10-90-91 was money transferred from the General Fund to the Debt Service for bond payments, specifically the park bond and the PI bond. He said that the more impact fees collected, the less money would have to be taken of the General Fund.

Finance Director Gary LeCheminant also said that fees did not cover everything in the 10-90-96 Open Space Fund and there was also money that came out of the General Fund for the Open Space Fund.

Council Member Kim Rodela asked about 10-90-98 Transfer to Cemetery Perpetual Fund and Finance Director Gary LeCheminant explained that it had been agreed that the General Fund would cover 10% of operating expenses for the cemetery, which was estimated to be about $12,000. However, the money would be transferred back to the General Fund because the cemetery owed money back for its original construction. Assistant City Administrator Erin Wells said the remaining amount would be paid off in about six years and once it was, the transfer back to the Fund would stop.

Council Member Kurt Ostler asked if 20-34-10 was specifically from open space sales. Finance Director Gary LeCheminant said yes, it was for people who were making payments on properties. He said the money coming from these sales could be used had no restriction and the Council could use it at their discretion. Mayor Rod Mann added that previous Councils had earmarked it for the Open Space Fund, but the Council could vote to change that. Council Member Kim Rodela asked how many people were making payments and for how long they could do it for. Finance Director Gary LeCheminant said there were many people and they had budgeted about $20,000 for the next year. Assistant City Administrator Erin Wells said there were about five people and it was no interest, but they could choose to charge interest if they wanted. Mayor Rod Mann recommended not to charge interest.

Council Member Kurt Ostler noted that in 20-43-14 Seasonal Employees had $90,000 budgeted which was a significant increase from last year. Finance Director Gary LeCheminant said the salaries of some of the workers were higher than he had calculated for last year. City Engineer Todd Trane added that here was also a policy to give a slight increase to workers who returned as they were more valuable to the City. He said it was the best

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year so far to get seasonal workers, and currently they were fully staffed which also meant more had to be budgeted. Council Member Kurt Ostler asked why they had budgeted $90,000 for next year when they had already spent more than that in the current year. City Engineer Todd Trane said the projection was based on trends and was pragmatic based on what he knew they would be able to get. Council Member Kurt Ostler asked for feedback from the Council, and Council Member Scott L. Smith and Council Member Kim Rodela agreed it should be increased. Council Member Kim Rodela added that she had advertised in her neighborhood but did not get a good response because people could make more at a Wendy's. City Administrator/ Community Developer Nathan Crane said they start their employees at $11 an hour and they had been unable to have that increased in the past. Finance Director Gary LeCheminant any increases in revenue had gone to Public Safety, and the focus in the past had not been on increasing salaries. Council Member Brittney P. Bills also voiced agreement that they should increase the amount for seasonal workers.

Council Member Brittney P. Bills brought up the General Fund study that was done in the last fall and asked what the purpose of it was, and how it would be used. Council Member Kim Rodela said the purpose was to show the Council that they had to reevaluate how they used their budget and their revenue sources. Council Member Brittney P. Bills agreed and said the high priority items in the study came under the jurisdiction of City Engineer Todd Trane.

Council Member Kurt Ostler asked Finance Director Gary LeCheminant what the study recommended them to do. Finance Director Gary LeCheminant said that property taxes should be raised to cover costs, either by 13% for four years or by 22% every other year beginning in 2022. Council Member Brittney P. Bills again voiced her opinion that since the study was so expensive, they should take it into higher consideration as they planned the budget.

Council Member Kurt Ostler asked if the Boyer project was factored into the study and City Engineer Todd Trane said they had. City Engineer Todd Trane elaborated that once the Boyer project came to fruition, they had not considered that they would need more equipment like snowplows or additional staff as the City grew bigger. Council Member Kurt Ostler said they needed to do more long-term planning as the size of the City increased, but that because of COVID-19 they were forced to make short-term decisions. He added that he had spoken with several developers and he felt there were many people who were now buying property. There was further conversation about the growth of the City and how the growth had increased costs. City Engineer Todd Trane said it was a problem that they never raised the budget to account for the growth of the City.

Council Member Kim Rodela pointed out that the departments had compiled a list of wants in the past, but that the items on the list had not been possible to pay for without increasing their revenue growth. City Engineer Todd Trane said the staff was reactive, but not proactive because they did not have the money to be proactive. He added that they needed to save for new equipment and said that they had lost a Grasshopper that year that now needed to be replaced. In his opinion they should have reserves get replacements that rather than constantly doing repairs.

Council Member Scott L. Smith discussed 20-43-21 Fertilizer and Weed killer which had $60,000 allocated. Finance Director Gary LeCheminant said so far, they had only spent about $25,000 of the budgeted amount. City Engineer Todd Trane explained that the weed killer was bought in May and June, so when Finance Director Gary LeCheminant had created the budget the fertilizer had not been bought yet and the exact amount to be spent was uncertain. The forecasted budget was based off of previous years and the amount had fluctuated between $35,000 and $60,000 in the past.

Council Member Kurt Ostler asked about Credit Card Fees in line item 20-43-45. Finance Director Gary LeCheminant explained that when bills were mailed out, there was a percentage charged to process the credit cards that people used to pay the bill. Council Member Kurt Ostler asked how much was earmarked for the

expense and Finance Director Gary LeCheminant said it came to about $20,000. Council Member Kurt Ostler proposed that they could charge a fee for credit cards and give people an option to pay with debit instead. Council Member Kim Rodela asked what the processing rate was and Finance Director Gary LeCheminant replied he was uncertain, but stated that there were only about 400 people who had authorized the City to debit their accounts rather than do Xpress Bill Pay online or send checks. Council Member Kurt Ostler and Finance Director Gary LeCheminant discussed the logistics of charging people a credit card fee.

Council Member Kurt Ostler highlighted 20-32-01 Cemetery Lot Sales and asked how many lots were left to sell. Assistant City Administrator Erin Wells replied they had about three fourths of the lots left to sell, and there was a section of the cemetery that was still unplotted. Council Member Scott L. Smith asked how much the lots sold for and Recorder Stephannie Cottle replied it was $1,076 for residents and $1,502 for non-residents, and these amounts would be gradually increased starting in June. Council Member Kurt Ostler, Council Member Scott L. Smith and Assistant City Administrator Erin Wells and Recorder Stephannie Cottle had a brief conversation about buying lots and then selling them back to the City. Council Member Kurt Ostler asked Finance Director Gary LeCheminant if he forecasted the revenue for the cemetery and if it would be okay in the coming years. Finance Director Gary LeCheminant replied that forecasting was a guess but that he had projected gaining revenue from the cemetery. Assistant City Administrator Erin Wells added the purpose of the Cemetery Perpetual Care Fund was to ensure the cemetery would be financially secure once the lots were sold.

Council Member Kurt Ostler moved on to line item 22-32-11, which discussed the Non-Residents card for the library. Library Director Donna Cardon noted that it was $70 for a non-resident card, and that after changing the rate they had actually seen an increase in sales. Council Member Kurt Ostler asked how that compared to nearby cities and Library Director Donna Cardona replied it was on the lower end. Library Director Donna Cardon said they did have a smaller collection than other libraries, so they had set a lower rate. Council Member Kurt Ostler asked why her grant revenue was lower than last year. Library Director Donna Cardon replied that she had asked for a larger grant than normal last year in order to install self-checkout stands, but that currently she did not have a project of a similar scale upcoming. Council Member Scott L. Smith asked how much she would get from the state library, and Library Director Donna Cardon said she was anticipating a special COVID-19 grant for $16,000 and the regular annual grant for about $4,800. Library Director Donna Cardon said she had not submitted the COVID-19 grant number and so it was not factored into the budget.

Council Member Kurt Ostler also asked Library Director Donna Cardon why there was an increase for the part time employees when the hours of operation had decreased. Library Director Donna Cardon replied that when she had started her position, she had implemented an across the board raise. She said the wages for the librarians were generally low and the highest paid employee was paid $17 an hour. Finance Director Gary LeCheminant said the library is only charged for their property insurance and was not charged for rent and utilities. Council Member Scott L. Smith pointed out they had $40,000 less in expenses than previous years. Library Director Donna Cardon replied that the budget seemed lower because they no longer had to pay for their overhead costs, so although the number seemed significantly different their operating budget was actually about the same as it had been before.

Council Member Kurt Ostler asked to review 30-30-90, 91, and 92. Finance Director Gary LeCheminant explained that 30-90-90 was the Transfer from Capital Building Project, and referred to the impact fees collected from the Capital Building Fund that were used to pay off their bond payments. Finance Director Gary LeCheminant said they got about $60-70,000 a year from Public Safety impact fees, and about a third of that amount was transferred over for bond payments so that the entirety of that cost did not have to be taken out of the General Fund. Council Member Kurt Ostler then clarified that 30-90-92 was the impact fees that came from the parks and Finance Director Gary LeCheminant confirmed. Council Member Kurt Ostler asked why Finance Director Gary LeCheminant had forecasted less for 30-90-92 for that year and Finance Director Gary LeCheminant said the number he had come up with was based off of 40 building permits, whereas last year there

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had been 60. He added that there would likely be more building permits once the Boyer project was underway. City Administrator/ Community Developer Nathan Crane said that the Boyer project had been delayed but people would probably start building by the end of that year or next spring.

Council Member Kurt Ostler asked what the $1.5 Million designated in 40-40-78 Mountain Ridge Park was for. Finance Director Gary LeCheminant said it was his estimate of what would be spent on the park that year but that it had not actually happened. Council Member Kurt Ostler asked if the fund for Spring Creek was taken out of that amount and Finance Director Gary LeCheminant said no. Council Member Kurt Ostler then asked where the $37,000 for Spring Creek was reserved from then and City Administrator/ Community Developer Nathan Crane elaborated that for Spring Creek they were getting money from the developer. Council Member Kim Rodela then clarified that the money that was not spent just went back into the Capital Fund. Council Member Scott L. Smith then asked about 40-40-73 which discussed Spring Creek and City Administrator/ Community Developer Nathan Crane said the amount was a dollar-for-dollar expenditure and that it would be around mid-June when the park would be completed.

Council Member Kurt Ostler brought up 41-40-71, Major Road Maintenance, and Finance Director Gary LeCheminant said it was B&C road money that went into that account.

Council Member Kurt Ostler next asked about 42-40-67, Parks Maintenance Building. Finance Director Gary LeCheminant said they had planned on constructing a new Parks Maintenance building and had budgeted $300,000 for it, but the bid had come back at $1 Million. The costs were the design costs for the building, but it was uncertain if it would actually be constructed. Council Member Scott L. Smith said the money would stay in the Capital Account until they found a way to use it. City Administrator/ Community Developer Nathan Crane said they were planning on building a shed to the east of the Public Works building. City Engineer Todd Trane said he wanted to build a new Park Maintenance building but they could not afford the bid, but the problem was that they had two homes that stored Parks equipment on Canal Boulevard that were going to be demolished in the next week. They had moved the Parks equipment into a Smith home in Utah County temporarily. City Engineer Todd Trane said they had been considering different short-term options for storage until they could get a building. Finance Director Gary LeCheminant said he had transferred $300,000 into the 42-40-67 from the town center fees, so the fund balance was up by $300,000. Council Member Scott L. Smith asked why they could not use the money from the park maintenance fees. City Engineer Todd Trane said this would be a temporary fix and ultimately, they needed to have a parks maintenance building, and that the space they currently had was not enough to contain their snowplow fleet. City Engineer Todd Trane said there had been backlash from residents about constructing a steel building, but when they had considered other building materials the bid was still too high. Council Member Kurt Ostler asked if both homes had to be taken down and City Engineer Todd Trane said both homes had problems and needed to come down. City Engineer Todd Trane said one of the biggest issues with Public Works was that they did not have enough space to store all of their equipment and he needed another location for Parks. Council Member Kurt Ostler asked if they could use a storage unit to hold equipment in the off season, and City Engineer Todd Trane said that some of their larger machinery would not fit in a storage unit. Council Member Scott L. Smith asked if the park impact fees could be used to construct a new Park Maintenance building, and City Administrator/ Community Developer Nathan Crane explained it could not because it counted as a maintenance cost and not capital, and technically the building was not a park even though it was inside one. They discussed if there was an area farther away from residential homes that could be used, and City Engineer Todd Trane said that he had done site visits for about 5 or 6 locations but everyone nearby had been opposed to having the building in their area.

Council Member Kurt Ostler asked if there was a Northwest Annexation fund. Finance Director Gary LeCheminant said there was one but there was no money in it and the fund had been dormant for a while. Council Member Kim Rodela asked what part of town the Northwest area referred to and City Administrator/ Community Developer Nathan Crane said it included Beacon Hills and Highland Hills. Council Member Kurt Ostler said a

fund had been set up for impact, and asked City Administrator/ Community Developer Nathan Crane if he had been in office when the park was set up. City Administrator/ Community Developer Nathan Crane said he had been and would explain further where the money had come from to Council Member Kurt Ostler.

Council Member Kurt Ostler asked why there was a different fund for City Center impact fees. City Administrator/ Community Developer Nathan Crane explained it was a City Center Infrastructure Reimbursement fee. When the City was built, they had asked developers to help contribute to the infrastructure of the City. As developers built, the money was returned to them gradually. Council Member Kurt Ostler asked if there was a fund set up for that and Finance Director Gary LeCheminant said there was, and he had transferred $300,000 into it. City Administrator/ Community Developer Nathan Crane said they needed to make a payment to an area that Blackstone was developing because they owed a payment to the previous owner.

Council Member Kurt Ostler asked where the interest income in line item 44-36-10 came from. Finance Director Gary LeCheminant said all the interest in the PTIF fund of $20 Million was allocated to each fund depending on how much cash they had in their accounts.

Council Member Kurt Ostler agreed with Council Member Scott L. Smith and said he also thought that revenue and expenses should be on the same page. Council Member Kurt Ostler and Council Member Scott L. Smith discussed the layout of the pages further. Council Member Kim Rodela pointed out that there were some accounts that had no revenue. City Administrator/ Community Developer Nathan Crane said Finance Director Gary LeCheminant spent a lot of time on the budget sheets already and to arrange the data in the way Council Member Kurt Ostler suggested would take more time.

Council Member Kim Rodela asked City Administrator/ Community Developer Nathan Crane if there would be increases or adjustments to salaries. She asked if there had been a salary range report done to determine if their salaries were on par with other cities. City Administrator/ Community Developer Nathan Crane replied that they had thought about hiring someone to do that report from the outside but the chiefs in Public Works had wanted to do their own internal report. City Administrator/ Community Developer Nathan Crane for City staff, the last compensation study had been done in 2017. He said they had hired someone externally named Mike Swallow. City Administrator/ Community Developer Nathan Crane said they paid him a yearly fee to see the data from other cities to use as a point of comparison. He said when they had hired Mike Swallow they had started from scratch and evaluated job descriptions. When positions become open, they do an analysis to make sure the salary for the position is still in range.

Assistant City Administrator Erin Wells named some of the cities that the chiefs had compared with Highland and said that the list of cities was fairly expansive. She said they evaluated salaries and benefits. Council Member Brittney P. Bills asked the chiefs how they determined the size of the staff that they would need.

Police Chief Brian Gwilliam said they evaluated the overall compensation packages of neighboring cities, and considered benefits such as 401k, tuition reimbursement, or distributing take-home vehicles. He referenced his report, which showed that Lehi and some other cities did not have a tier two contribution although they had it in their budget to do so. He said the $21.90 an hour was the average at the time they conducted the study, although during the time they were doing research other cities were also doing wage increases, so although it appears the department is on the higher end of the wage scale in the report, other cities had increased their wages since the study was completed.

Police Chief Brian Gwilliam addressed the question Council Member Brittney P. Bills had posed about how to determine what the size of the police force should be. Five years ago, he had attended a symposium to discuss that topic and said the determination was based on many factors, including anything from cost allocation to police-citizen ratios. He said an old standard was to have one police officer for every 1,000 citizens, and now it was

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based on workload and call volume. He explained a 60/60 rule, which stipulated that 60% of the workforce should be dedicated to patrolling, and not more than 60% of their time should be set aside for their workload so that at least 40% of their time they would be able to respond to calls for service. He said when they had conducted the study, they had found the officers were busy over 60% of the time so they had added another officer to decrease the percentage. As the City grew in population, the percentage of time that officers were unable to respond to calls was increasing again so it would probably be time to hire another officer soon.

Police Chief Reed Thompson said that the old standard of one officer per thousand residents was used for the fire department as well, but that it was overly simplistic and did not account for other factors that would impact the amount of staff needed. He said they had considered a three-pronged approach when they evaluated their staff size, and he then discussed how they used regulatory compliance for OSHA as guidelines. He added that there was a rating system and an audit done each year from ISO that determined how many firefighters were needed to put out a fire sufficiently. He said the audit for that year had determined that 15 firefighters would be needed to put out a fire, in a 2,000 square foot home, and that as they only had five firefighters at the Highland station and the Alpine station they relied on firefighters from neighboring cities. He said staff was crossed trained on medical aid, as the majority of their calls had a medical demand. They staffed five full-time employees and three part-time employees, and the compensation package for full time employees was much more comprehensive than for part time employees, who only received an hourly wage. Police Chief Reed Thompson said he would welcome a comprehensive study that evaluated their compensation and he felt they were on the low end compared to other cities along the Wasatch front. He said they should be compared to similar size cities, such as Provo, Saratoga Springs, or Sandy. He said Salt Lake City would pay higher than anyone else so they should be excluded from the comparison. He also said they were fully staffed at the moment.

Council Member Scott L. Smith asked if a compensation study had been conducted for the rest of the City staff. He thought doing a study for the rest of the staff was a great idea and that he liked the idea of a 2% raise for all the staff.

Council Member Kim Rodela liked that they had gotten data from an outside source and thought it would be a good idea to have Mike Swallow return to conduct a new study every five years to make sure information was current. She said Public Safety should be treated the same way as the rest of the staff, and have an outside source evaluate how they were compensated. She said it would be wise to have the data collected by an external source, and then they could determine how to adjust wages internally once the data had been compiled. She also said that she liked the idea of the 2% increase but wanted to focus first on employees who were significantly below and ensuring that they were compensated fairly before giving a raise across the board. City Administrator/ Community Developer Nathan Crane said everyone met their minimums. Assistant City Administrator Erin Wells said they had needed to raise starting salaries occasionally.

Council Member Brittney P. Bills asked where in the budget things like Victor View, boilers, and air conditioning were accounted for. Finance Director Gary LeCheminant said there was about $70,000 in the Building Maintenance Fund that went towards air conditioning and boilers. For unforeseen expenses, it had to come out of reserves. There was money in the Sewer Fund allocated for Victor View. Council Member Brittney P. Bills said she was concerned that there was not enough money for them to take large amounts out of the reserves. City Administrator/ Community Developer Nathan Crane said the reserves were set aside for one-time expenses and they were conservative in their budgets so that they were able to absorb unexpected expenditures.

City Administrator/ Community Developer Nathan Crane reminded them that the Council had told them to do $60,000 for the and there would have been an extra $35,000 if it had been higher. They segued into a conversation about the unemployment rate and the uncertainty of the economy, and Council Member Kurt Ostler said they needed to be conservative with the budget as the increasing unemployment rate would impact how much revenue they were able to generate.

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Council Member Scott L. Smith said that although it was important to be conservative with the budget, he felt that they would be able to afford the 2% increase. He pointed out that they had lost some good employees recently, and it was important that they treated their employees fairly to avoid high staff turnover.

Council Member Kim Rodela agreed with both Council Member Scott L. Smith and Council Member Kurt Ostler and said there was a lot of uncertainty during this time. She said there should be a 2% increase, but that they should evaluate in the second quarter. Mayor Rod Mann said they should do budget reviews on a different schedule than normal, and expected to see budget reviews in September as soon as they saw the numbers began to come in. Council Member Kim Rodela said that would give Assistant City Administrator Erin Wells time to take in the numbers from the study Mike Swallow did to determine if salaries were below the average. Council Member Scott L. Smith clarified that these were merit raises and that the timing of the raise was dependent on the date they were hired. Assistant City Administrator Erin Wells said they can retroactively apply raises to the anniversary of an employee's start date if the Council voted on the 2% raise in September. Council Member Kim Rodela said they should use an external source to determine wages for Public Safety before giving out raises. Council Member Kurt Ostler agreed and added that waiting on distributing raises gave them some flexibility if there were significant changes to their revenue that would hinder their ability to allocate money for raises.

Council Member Kim Rodela and Council Member Scott L. Smith said they needed to show that they appreciate the staff and decrease turnover.

Assistant City Administrator Erin Wells clarified that it would still have to be budgeted so that they would not have to adjust later. She said that they would hold the money but would wait on the Council's decision to apply the raises. Council Member Scott L. Smith clarified that it would be put in the budget, but they would wait to see what happened in the economy in terms of COVID-19 before actually giving out raises.

Council Member Kurt Ostler thanked Finance Director Gary LeCheminant for his work and the Council expressed their appreciation for his analysis and said that they would miss him once he left.

ADJOURNMENT

Council Member Scott L. Smith MOVED to adjourn the work session and Council Member Kim Rodela SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 10:25 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 June 9, 2020. This document constitutes the official minutes for the Highland City Council Work Session.

Stephannie Cottle
City Recorder

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AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA
REPORT ITEM #3b

DATE: July 7, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Tara Tannahill
Planner and GIS Analyst

SUBJECT: **ACTION –** SBGS Ridgeline Holdings, LLC is requesting Final Plat Approval for a 7-lot subdivision. The property is approximately 2.85 acres and is located at 10272 N 4800 W. *Administrative*

PURPOSE:
The City Council will consider a request by Garrett Seely representing SBGS Ridgeline Holdings for final plat approval for a 7-lot subdivision to be known as Wildrose Plat B located at approximately 10272 N 4800 W. The Council will take appropriate action.

BACKGROUND:
On May 21, 2019 the property was rezoned as a Planned Development (PD) District to be known as Fairfield Cove PD District. The district included a 9,500 square foot retail space and 6 single-family residential homes.

On May 19, 2020 City Council approved a major amendment to the Planned Development (PD) District. As part of that amendment the PD District name changed to Wildrose PD District. The major amendment included a fee of $60,000 in lieu of providing open space to the residential district and six stipulations. The six stipulations are:

1. Development shall comply with the Wildrose Project Plan and Narrative date stamped April 17, 2020 except as modified by these stipulations:
2. All public improvements shall be installed as required by the City Engineer.
3. The civil construction plans shall meet all requirements as determined by the City Engineer.
4. The parkway detail along North County Boulevard shall be a minimum of 29 feet and shall be demonstrated prior to approval of Preliminary Plat.
5. The development shall include commercial and no more than six (6) homes.
6. A fee of $60,000.00 will be paid in lieu of providing recreational area in the residential district.

On May 19, 2020, Highland City Council approved the preliminary plat subject to six stipulations. The six stipulations are:

1. The recorded plat conforms to the preliminary plat date stamped April 15, 2020 and received April 21, 2020 except as modified by these stipulations.
2. All public improvements shall be installed as required by the City Engineer.

3. The civil construction plans shall meet all requirements as determined by the City Engineer.
4. All signage shall require a separate permit and comply with the development code.
5. The applicant shall provide a letter from UDOT demonstrating the access requirements for the site along North County Boulevard prior to council review.
6. Improvements with the commercial lot shall be provided during the site plan. Unless improvements are made to lot 7 or access for utilities or roadway access is needed onto north county boulevard.

Final Plat review and approval is an *administrative* action. Review is limited to compliance to the Development Code and Wildrose PD Zoning District.

SUMMARY OF THE REQUEST:

1. The applicant is requesting approval of a 7-lot subdivision for the purpose of being able to construct single family residential homes and a commercial building on the property located approximately at 40272 N 4800 W. The project is divided into two districts.

2. Phase one will include the residential district and phase two will be the commercial district.

3. The residential district is lots 1 to 6. The commercial district is lot 7.

4. Access to the site will be from North County Boulevard for the commercial district and 4730 West for the residential district.

5. A masonry theme wall fencing separating the residential and commercial district will be installed when the commercial site plan is submitted.

6. The setbacks for the residential district are 25' for the garage and 20' for all other living space for the front, 25' for the rear, and 25' between foundations with no structure closer than 10' from the property line.

7. The setbacks for the commercial district are 20' for the front, 5' for the side, and 10' for the rear.

8. The access onto North County Blvd will be reviewed by UDOT during the commercial site plan submittal.

CITIZEN PARTICIPATION:

No notice is required for the City Council meeting.

ANALYSIS:

- The General Plan designation for this property is Mixed Use. The surrounding properties are zoned R-1-40, Lone Peak High School is to the West. The property was rezoned to a Planned Development (PD) district on May 21, 2019, and during that

process created a master plan and development agreement. The master plan was amended on May 19, 2020 to include a fee in lieu of providing residential recreational open space.

- Access to the site will be from North County Boulevard and 4730 West.

- A theme wall fence will be installed during the site plan submission for the commercial district.

- UDOT has responded to the applicant's submission and said they would review the site plan with access during the site plan submission time through the pre application and review process with UDOT.

- The residential districts setbacks conform to the setbacks for Wildrose PD Zoning District.

- For lot 7, the commercial district, the utilities and parkway detail along north county boulevard will be installed during the site plan of the commercial district. Unless improvements are made onto lot 7 or access is needed for utilities or roadway access onto North County Boulevard. A stipulation has been made for this.

FINDINGS:

With the proposed stipulations, the proposed Preliminary Plat meets the following findings:

- It conforms to the Highland City General Plan.
- It meets the requirements of the PD zoning for Wildrose PD District.
- It conforms to the Development Code as applicable.

RECOMMENDATION & PROPOSED MOTION:

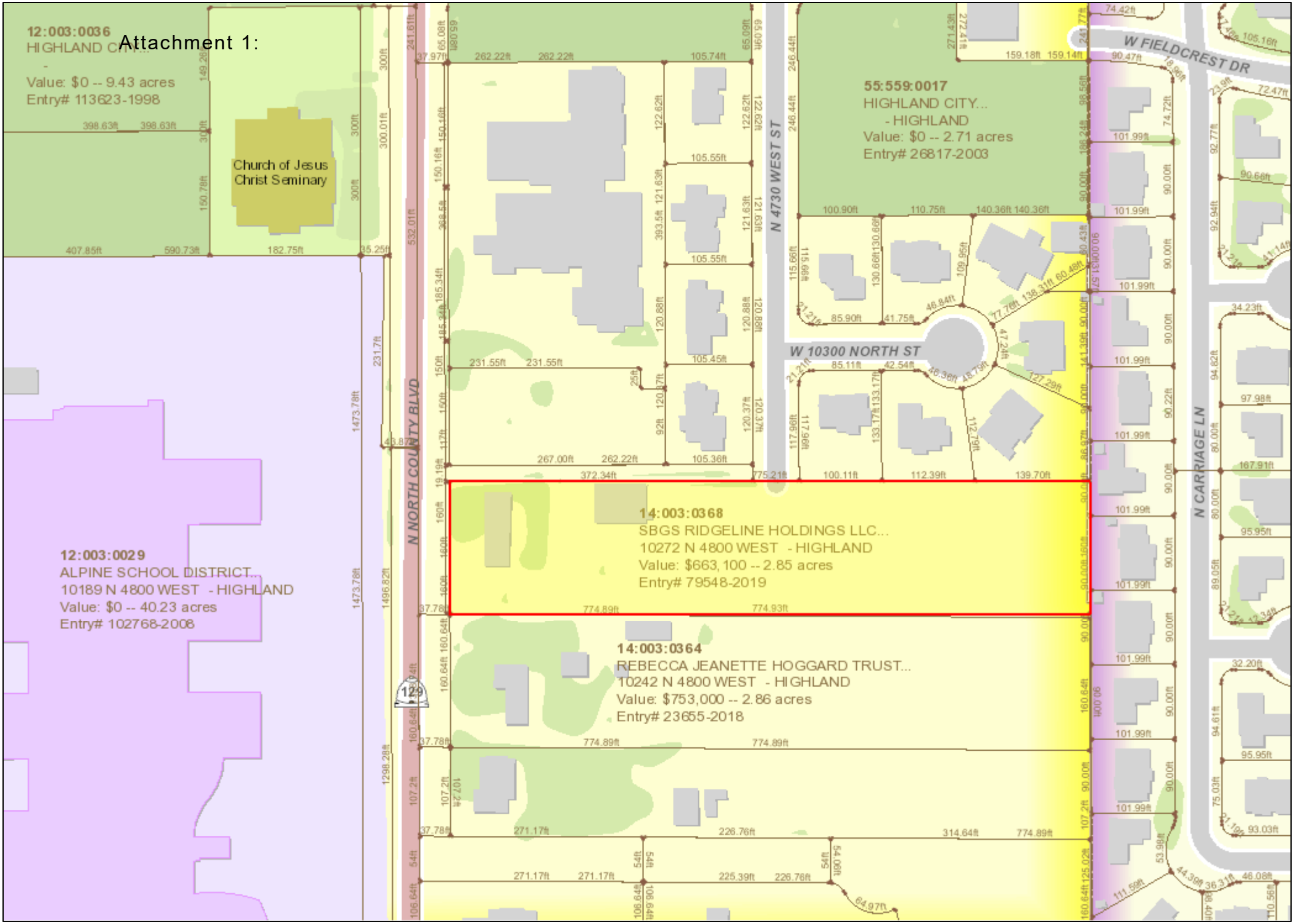
I move that the City Council accept the findings and **APPROVE** case FP-20-03, a request for approval of the Wildrose Plat 'B' final plat, subject to the five (5) stipulations recommended by staff.

1) The final plat shall be in substantial conformance with the final plat received June 25, 2020.
2) All signage shall require a separate permit and comply with the development code.
3) The final plat and final civil engineering plans shall be reviewed and approved by the City Engineer. The site shall meet all requirements of the City Engineer.
4) All required public improvements shall be installed as required by the City Engineer.
5) Improvements with the commercial lot shall be provided during the site plan. Unless improvements are made to lot 7 or access for utilities or roadway access is needed onto north county boulevard.

FISCAL IMPACT:
This action will not have a financial impact on this fiscal year's budget expenditure.

ATTACHMENTS:
1. Vicinity Map
2. Final Plat
3. Email from UDOT dated April 28, 2020

Attachment 1:



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, incorect data or variations with an actual survey

Date: 4/15/2020

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attachment 2:

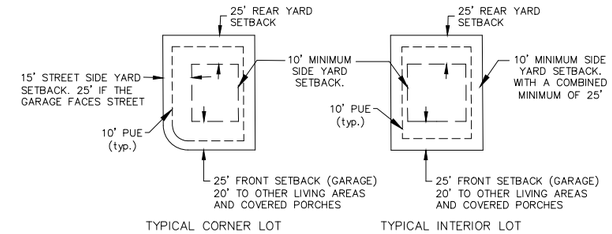
NOTES:
1. 70% of the front yard landscaping shall be installed by the homeowner within one year after receiving a certificate of occupancy.
2. Landscaping and construction materials of any type are not permitted upon or within the street, curb and gutter, or sidewalk (street right-of-way) with the exception of the park strip which requires 75% to be landscaped.
3. A fence that abuts open space or a trail has additional restrictions of size and opacity. Fences along open space or a trail must comply with Highland City Ordinances. All fences require a fence permit prior to installation. In addition, retaining walls are regulated by ordinance and require a retaining wall permit prior to construction.
4. 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.
5. Fence is the property owners responsibility to maintain

WILDROSE ESTATES PLAT "B"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; HIGHLAND CITY, UTAH

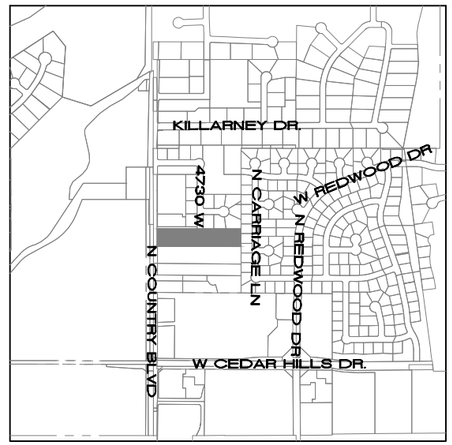
0 40 80 120

SCALE: 1" = 40'

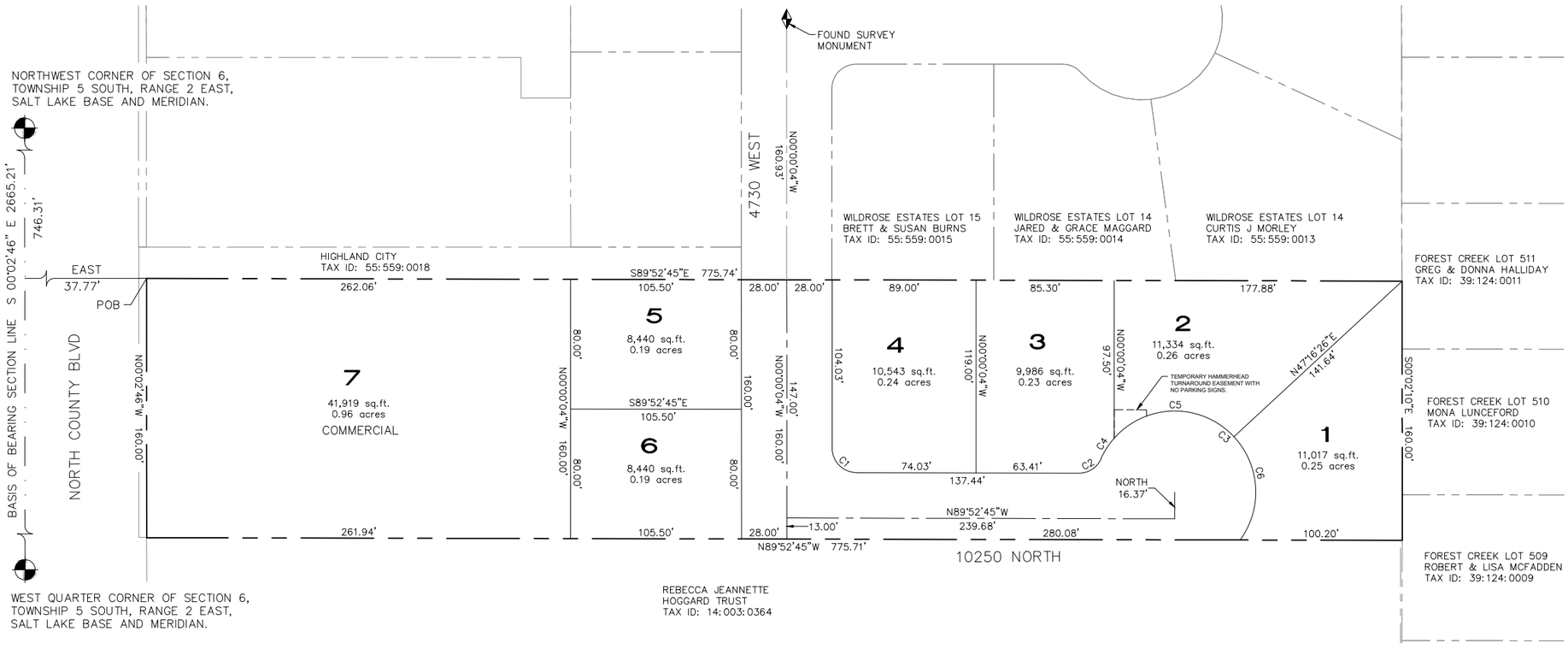


SETBACK AND EASEMENT DETAIL

-NTS-



VICINITY MAP



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.53	15.00	89°52'41"	21.19	S44°56'25"E
C2	17.23	15.00	65°49'03"	16.30	N57°12'43"E
C3	167.37	50.00	191°47'41"	99.47	N59°47'58"W
C4	15.11	50.00	17°18'50"	15.05	S32°57'37"W
C5	83.06	50.00	95°11'05"	73.84	S89°12'35"W
C6	69.20	50.00	79°17'46"	63.81	N03°33'00"W

PREPARED FOR:
RED PINE INVESTMENTS LLC
367 EAST 280 SOUTH
ALPINE, UT 84004

PREPARED BY:
TRANE ENGINEERING
27 EAST MAIN STREET
LEHI, UT 84043
PHONE (801) 768-4544

DOMINION ENERGY UTAH

Questar Gas Company dba Dominion Energy Utah, hereby approves this plat for the purpose of approximating the location, boundaries, course and dimensions of the rights-of-way and easement grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The rights-of-way and easements are subject to numerous restrictions appearing on the recorded Right-of-Way and Easement Grants. Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 801-366-8532

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH

Approved this _____ day of _____ 20____

By: _____ Title: _____

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 utilities 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 faculties 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 owner's expense or the utility may remove such structures at the owners expense. At no time any permanent structure be placed within the PUE or any other obstructions witch interferes with the use of the PUE with out the prior written approval of the utilities with faculties in the PUE.

Rocky Mtn. Power: _____ Date: _____

Qwest: _____ Date: _____

Comcast: _____ Date: _____

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT, I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

(SURVEYOR), P.L.S. _____ DATE _____

BOUNDARY DESCRIPTION

Commencing at a point which is South 00°02'46" East 746.31 feet along the section line and East 37.77 feet from the Northwest Corner of Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°52'45" East 775.74 feet along the South line of WildRose Estates Plat "A"; thence South 00°02'10" East 160.00 feet along the West line of Forest Creek Phase 5 Subdivision; thence North 89°52'45" West 775.71 feet along the South line of of Warranty Deed Entry No. 62653:2002; thence North 00°02'46" West 160.00 feet along the East line of Warranty Deed Entry No. 55263:2010 to the point of beginning.

Parcel contains: 2.98 acres

Basis of Bearing: The line between the Northwest and West Quarter Corner of Section 6, Township 5 South, Range 2 East Salt Lake Base and Meridian which is South 0°02'46" East. NAD 83 bearing Taken from the Township Resurvey Plat found at the Utah County Surveyors Office

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as WILDROSE ESTATES PLAT "B" and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS_____ DAY OF_____, A.D. 20____

_____ _____

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THE ____ DAY OF _____, 20____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

COMMISSION NUMBER _____ _____
MY COMMISSION EXPIRES _____ NOTARY PUBLIC

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_____ DAY OF _____, 20____

APPROVED BY MAYOR _____

APPROVED _____ ATTEST _____
CITY ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)

LIEN HOLDER CONSENT

THE UNDERSIGNED BENEFICIARY HEREBY CONSENTS TO THE RECORDING OF THIS PLAT FOR THE HEREIN DESCRIBED PROPERTY AND THE DEDICATIONS PROVIDED HEREIN.

_____ _____
_____ _____
_____ _____

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ _____
HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____ _____
PLANNING COMMISSION CHAIR

_____
COMMUNITY DEVELOPMENT DIRECTOR

PLAT "B"

WILDROSE ESTATES

LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; HIGHLAND CITY, UTAH COUNTY, UTAH

A RESIDENTIAL SUBDIVISION

SCALE: 1" = 40'

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL

RECEIVED
By Tara Tannahill at 11:20 am, Jun 25, 2020

Attachment 3:

From: Garrett Seely
To: Tara Tannahill
Subject: Fwd:
Date: Tuesday, April 28, 2020 7:55:50 PM

Thanks,



Garrett Seely

garrett@redpineland.com

801.372.2077

---------- Forwarded message ---------
From: **Marshall Terry** <mjterry@utah.gov>
Date: Tue, Apr 28, 2020 at 3:34 PM
Subject: Re:
To: Tony Trane <Tony@trane-eng.com>
Cc: James Winn <jimwinn@utah.gov>, Garrett Seely <garrett@redpineland.com>, Todd Trane <todd@highlandcity.org>

Tony,

UDOT Permits Office has been made aware of the subdivision (The project is parcel 14:003:0368 and is located across from Lone Peak High School)and that no access to North County Blvd changes are proposed at this time. In the future, when the site plan is created, the owner will complete the pre application and review process with UDOT.
The back lots only access to the north through the existing subdivision, there is no access for the back lots through this property to North County Blvd.
Thanks

On Tue, Apr 28, 2020 at 12:13 PM Tony Trane <Tony@trane-eng.com> wrote:

> Marshall
> Thanks for getting back to me. I have tried to call a number of times but can't seem to get through.
> The dilemma I have is that the property owner is not proposing a site plan with the change of use or intensity at this time. It is only the subdivision plat but Highland City is asking for

a response from UDOT.
The way I was looking at their request, I think we have two options:
Option 1- Since no changes or site plan are being proposed at this time, we would just need an email stating that UDOT has been made aware of the subdivision and that no changes are proposed at this time, the access will remain as currently defined. In the future, when the site plan is created, the owner will complete the application and review process with UDOT. (we would have all the needed information at that time with trip generation and a true site layout to have a more complete review process)
Option 2- We can submit an application with an arbitrary layout with general information based on potential zoning relative to the commercial site developing as an office building. This seems a bit premature to me as there is no definite plan for the property at this time. If there is a way to work with the first option, that would be our preference, but if the only way to coordinate with UDOT is to submit an application and site plan, we will go through that process.

The back lots only access to the north through the existing subdivision, there is no access for the back lots through this property to North County Blvd.

If you have another idea or recommendation for how I could handle this Highland City requirement, please let me know.
Thanks
Tony Trane
801-369-8326

On Tue, Apr 28, 2020 at 8:18 AM Marshall Terry <mjterry@utah.gov> wrote:

> Tony,
>
> Any time you change the use or intensity of a property. You will need to come in for a pre application meeting and let us review your site plan. The development will generate trips and may require additional lanes or different paint striping etc. Will the back portion of this lot access off of North County Blvd or will there be another access to the property? Pre application instructions are attached below. Please call if you have any questions
>
> On Mon, Apr 27, 2020 at 5:35 PM Tony Trane <Tony@trane-eng.com> wrote:
>
> > Marshall,
> > Do you have a minute you could reply with an email to Highland City on the above project. If you need any additional information please let me know or if we need to discuss let me know when you have time and I will reach out.
> > Thanks
> > Tony Trane
> > 801-369-8326
> >
> > On Tue, Apr 21, 2020 at 6:42 AM James Winn <jimwinn@utah.gov> wrote:
> >
> > > Tony
> > >
> > > Marshall Terry is over the accesses now.
> > > His email is mjterry@utah.gov
> > > I will forward this email request to him & follow up
> > > with him on your request.

Always feel free to ask any questions or concerns.

Thanks
Jim

On Mon, Apr 20, 2020 at 5:28 PM Tony Trane <Tony@trane-eng.com> wrote:

> Jim
> I am working on a development in Highland along North Utah County Blvd. that the City is requesting we coordinate with UDOT for the preliminary plat. The project is parcel 14:003:0368 and is located across from Lone Peak High School. The intent is to remove the existing home, develop the back portion as residential lots shown in the attached plan, and leave the property along the blvd. for a future commercial lot.
>
> Since no improvements are being proposed right now for the property along the blvd. the city asked for an email from UDOT saying that you are aware of the proposal and that the access to the property will remain as currently constructed (no improvements or modifications are proposed at this time).
> I think Highland Cities request for the email is to verify the access will remain.
> Can you send an email to Todd and I on the attached parcel.
> Give me a call if you have any questions.
> Thanks
> Tony Trane
> 801-369-8326

--
Marshall Terry
Permits Officer
UDOT Region 3 permits
801-227-8017

--
Marshall Terry
Permits Officer
UDOT Region 3 permits
801-227-8017

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3c

DATE: July 7, 2020

TO: Honorable Mayor and City Council Members

FROM: Todd Trane, PE
City Engineer

SUBJECT: **ACTION** – Approval of an easement for Rocky Mountain Power and Central Utah Water Conservancy District for property located approximately at 4361 W 11000 N. *Administrative*

PURPOSE:
The City Council will consider a request by Central Utah Water Conservancy District and Rocky Mountain Power for approval of an easement for a pump house for Alpine City and authorize the Mayor and City Recorder to execute the necessary contract documents. The City Council will take appropriate action.

BACKGROUND:
On May 5, 2020 the City Council approved a conditional use permit and site plan for a pump station for the purpose to provide Alpine City water from the North Branch of Central Utah Water Conservancy District's Alpine Aqueduct. The pump station is located approximately at 4361 W 11000 N.

Rocky Mountain Power is requesting an easement that is 4,530 square feet on the property for the purpose of construction of utility service to the site. The value of the easement is roughly in line to benefit the city from facilitating Rocky Mountain Powers expansion of utility service within the City, which will both provide a benefit to the citizens and increase the taxes received by the City through the City's energy sales and use tax (Attachment 2).

Central Utah Water Conservancy District is requesting an easement that is 2,050 square feet on the property for the purpose to cover the access and existing turnout structure (Attachment 3).

RECOMMENDATION:
Staff recommends that the City Council **APPROVE** the contract with Rocky Mountain Power and Central Utah Water Conservancy District for an easement on Highland City property and **AUTHORIZE** the Mayor and City Recorder to execute the necessary contract documents for the easements.

PROPOSED MOTION:
I move that the City Council **APPROVE** and **AUTHORIZE** the Mayor and City Recorder to sign a contract with Rocky Mountain Power and Central Utah Water Conservancy District for easement access to property located approximately at 4361 W 11000 N.

ALTERNATIVE MOTIONS:
I move that the City Council **DENY** the easement access for Rocky Mountain Power and Central Utah Water Conservancy District. (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. Easement Map
2. Rocky Mountain Power Easement Contract
3. Central Utah Water Conservancy District Easement Contract

ATTACHMENT 1:

PROPOSED EASEMENT FROM HIGHLAND CITY

PROPOSED PUMP HOUSE

PROPOSED PURCHASE - SPURLINO

EXISTING EASEMENT LINE

EXISTING CUWCD TURNOUT STRUCTURE

N0° 04' 16"W
279.22'

122.53'
S0° 04' 16"E

N45° 00' 00"E
28.25'

82.53'
N0° 04' 16"W

N45° 00' 00"W
28.32'

HIGHLAND CITY PROPERTY LINE

EXISTING EASEMENT LINE (~12,055 SF EXISTNG AREA)

ADDITIONAL AREA - PROPOSED EASEMENT (2,050.51 SF)

EXISTING HIGHLAND CITY FILTERS

ATTACHMENT 2:

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/McKay Hamilton
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: HIG 11 CUWCD PUMP HOUSE AMF CANYON
WO#: 6786094
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **City of Highland** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and approximately 453 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **Exhibit A** attached hereto and by this reference made a part hereof:

Legal Description:

A 10-foot wide parcel of land for an electrical power line easement, located in Northwest Quarter of the Northeast Quarter of Section 31, Township 4 South, Range 2 East, Salt Lake Base & Meridian, beginning at a point located 1,243.11 feet South along the quarter section line of said Section 31, said point being the northerly boundary line of Utah State Highway 92 and the southeast corner of Lot 603, Spruces, Plat "F" subdivision as recorded as Entry No. 84664:2012 in the Utah County Recorder's office; thence along the easterly line of said subdivision and the Grantor's westerly property line, North 0°24'40" West 453.19 feet; thence South 85°36'48" East 10.04 feet; thence South 0°24'40" East 452.89 feet to said northerly boundary line of Highway 92 and the Grantor's southerly property line; thence along said lines, North 87°18'09" West 10.01 feet to the point of beginning.

Contains 4,530.38 square feet or 0.10 acres more or less.

Assessor Parcel No. 11:055:0023

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this ___ day of_____ , 20_

_____

GRANTOR

GRANTOR

Acknowledgment by Trustee, or Other Official or Representative Capacity:

STATE OF_____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ (representative's name), known or identified to me to be the person whose name is subscribed as _____(title/capacity in which instrument is executed) of _____ and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

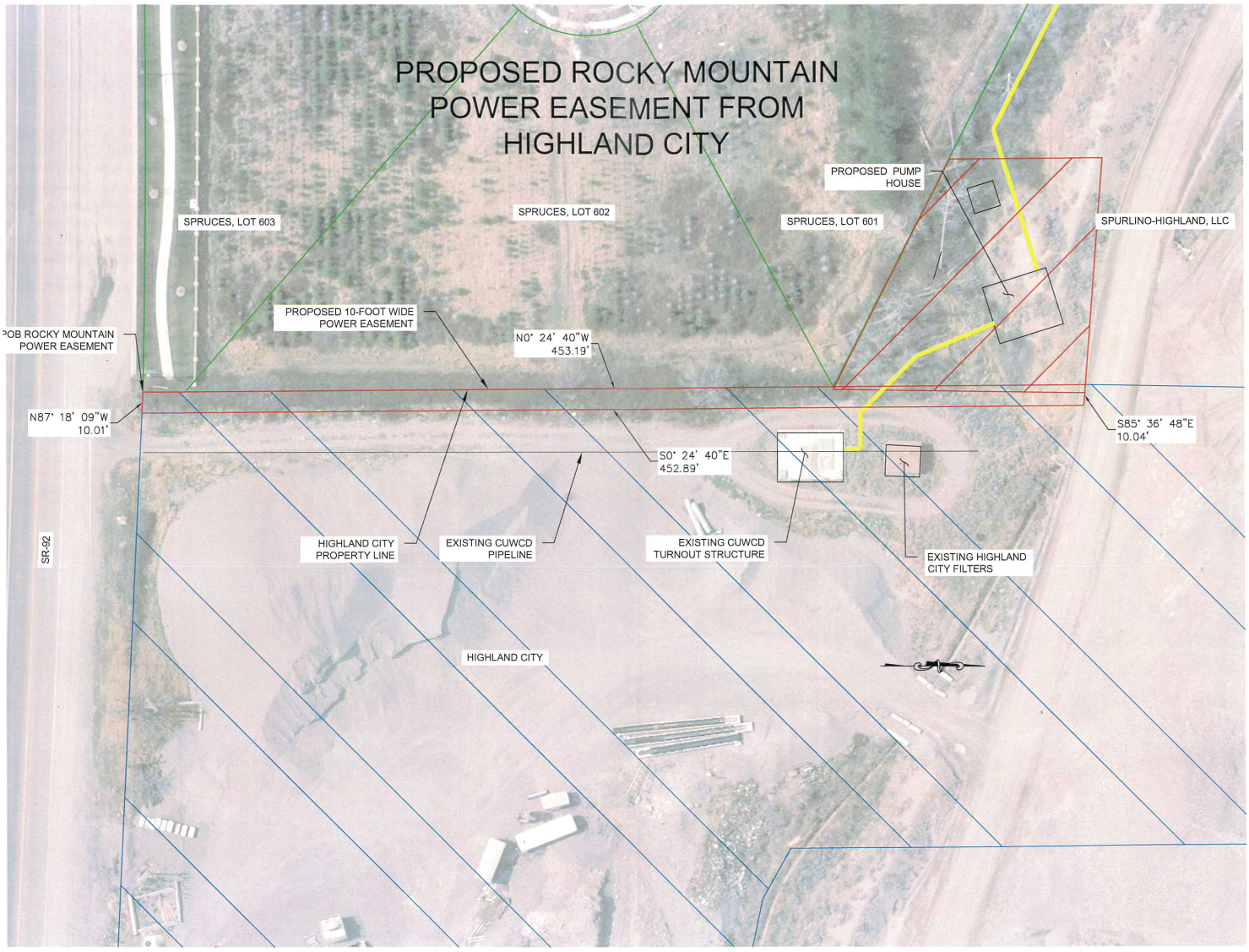
_____
(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

Property Description

Quarter: NE Quarter: SW Section: 31 Township 4S, Range 2E,
Salt Lake Base/Meridian
County: Utah State: Utah
Parcel Number: 11:055:0023

N



CC#: 11421 WO#: 6786094	This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.
Landowner Name: City of Highland	
Drawn by: K. Beecher	
EXHIBIT A	ROCKY MOUNTAIN POWER A DIVISION OF PACIFICORP
	SCALE: NTS

ATTACHMENT 3:

When Recorded Mail This Deed To:
Central Utah Water Conservancy District
1426 E 750 N, Suite 400
Orem, UT 84097
Attn. Lands Manager

Tax Parcel No(s).:_____

(Above Space for Recorder's Use Only)

EASEMENT

HIGHLAND CITY, a Municipal Corporation of the State of Utah, *GRANTOR*, does hereby convey, warrant, grant, and release to CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah, with its principal office located at 1426 E 750 N, Suite 400, Orem, Utah 84097, *GRANTEE*, and its successors and assigns, a perpetual easement for a certain water transmission pipeline and its appurtenant facilities. Said easement and right-of-way shall be the purpose of laying, maintaining, operating, repairing, inspecting, protecting, installing, removing and replacing certain water transmission pipelines valves and related facilities, which easement is situated in the City of Highland, Utah County, State of Utah, over and through the Grantor's land, said easement being described as follows:

> A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 31, Township 4 South, Range 2 East, Salt Lake Base & Meridian, beginning at a point on the Grantor's southerly property line, which point is also on the Northerly right-of-way line of SR-92, said point lies 1,243.09 feet South 00°06'10" West along the Quarter Section line and 34.58 feet East from the North Quarter Corner of said Section 31 on a easterly boundary line of an existing easement, recorded as Entry No. 44812:2002 in the office of the Utah County Recorder; thence along said easterly boundary line, North 0°04'16" West 279.22 feet to the true point of beginning; thence North 45° East 28.25 feet; thence North 0°04'16" West 82.53 feet; thence North 45° West 28.32 feet to said easterly boundary line; thence, along said easterly boundary line, South 0°04'16" East 122.53 feet to the point of beginning.
>
> Contains 2,050.51 square feet or 0.05 acres more or less.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of said easement, and all rights and privileges incident thereto.

The Grantor hereby grants to the Central Utah Water Conservancy District and its successor and assigns the perpetual right of ingress to and egress from the above described property.

The permanent easement conveyed, warranted and granted herein, is a perpetual easement. Grantor agrees on behalf of itself and its successors and assigns to not construct or maintain any permanent structures, buildings or improvements of a permanent nature, not to encroach upon the above described easement.

WITNESS THE HAND of said GRANTOR this _____ day of _____, 20___.

HIGHLAND CITY

By: _____
Its: Mayor

Attest:

By: _____
Its: City Recorder

On the _____ day of_____, 20___, personally appeared before me _____ and _____, who are the mayor and city recorder of Highland City, the Grantor named in the above instrument, who acknowledge to me that they signed this instrument on behalf of the Grantor pursuant to resolution duly adopted by the city council of the Grantor at a regularly scheduled meeting, pursuant notice, and at which a quorum was present.

_____
NOTARY PUBLIC

AGENDA

NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3d

DATE: July 7, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Nathan Crane, AICP
City Administrator/Community Development Director

PREPARED BY: JoAnn Scott, Public Works/Planning Technician

SUBJECT: **ACTION:** Approval of the Crown Castle Fiber, LLC (Crown Castle) Franchise Agreement. *Administrative.*

PURPOSE:
The Council will consider a request by Crown Castle Fiber, LLC for a franchise agreement to allow work within city right of way. The Council will take appropriate action.

BACKGROUND:
Crown Castle is a telecommunications service provider who desires to enter into a Franchise Agreement with Highland City. The City Attorney has worked with the legal department of CentraCom to ensure the agreement conforms to applicable state law and city ordinances.

The Agreement grants Crown Castle a 10-year non-exclusive license to perform work similar to other telecommunication providers in Highland City. Crown Castle is required to obtain a permit for any work done and will coordinate with the City to ensure it complies with all city ordinances and state standards regarding rights-of-way, easements, construction/ repairs, insurance, and taxes.

FISCAL IMPACT:
Crown Castle will be required to pay the Telecommunications Service Provider Gross Receipt Tax.

RECCOMENDATION:
Staff recommends the Council approve the franchise agreement with Crown Castle subject to compliance with Section 3.44 Telecommunication Service Provider Gross Receipt Tax.

PROPOSED MOTION:
I move that the City Council Approve the Franchise Agreement with Crown Castle subject to compliance with Section 3.44 Telecommunication Service Provider Gross Receipt Tax.

ATTACHMENTS:
1. Proposed Franchise Agreement

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "**Agreement**"), dated as of its date of recordation with the HIGHLAND City Recorder, by and between HIGHLAND CITY CORPORATION, a Utah municipal corporation (the "**City**"), and CROWN CASTLE FIBER LLC, a New York limited liability company (the "**Company**").

RECITALS

A. The Company desires a non-exclusive franchise to provide telecommunication services to residents, businesses, and other customers within the boundaries of Highland City, Utah, and to utilize City rights-of-way for such purpose.

B. The City considers it to be in the best interests of the City, and in furtherance of the health, safety, and welfare of the public, to grant such franchise to the Company, and in connection therewith desires to authorize the use of City rights-of-way in accordance with the provisions of this Agreement, and all applicable City ordinances and state and federal law, including, without limitation, the Federal Telecommunications Act of 1996 (the "**Telecommunications Act**"), the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the "**Municipal Telecommunications Tax Act**"), and the Highland City Telecommunication Service Provider Gross Receipt Tax ordinance, Title 3, Chapter 44 of the Highland City Code and the Highland City Telecommunications Rights-Of-Way ordinance, Title 13, chapter 36 of the Highland City Code (collectively, "**City Telecommunication Ordinances**").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and, further, in contemplation of subsequent approval by legislative action of the City Council as hereinafter provided, the parties mutually agree as follows.

ARTICLE I
FRANCHISE ORDINANCE

1.1 Ordinance. The City Council has adopted a franchise ordinance entitled Crown Castle Telecommunications Franchise Ordinance (the "**Ordinance**"), approving the execution of this Agreement. Execution of this Agreement constitutes the unqualified acceptance of the Ordinance by the Company. Such Ordinance is incorporated herein by reference, and made an integral part of this Agreement.

1.2 Franchise Description. The Ordinance confers upon the Company, and its successors and assigns, the right, privilege, and franchise (the "**Franchise**"), to construct, maintain and operate in, under, along, over, across, and through portions of the City's Right-of-Way (as defined in Section 3.1 hereof), facilities consisting of telecommunication lines and cables (including, without limitation, fiber-optic and copper lines and cables), together with all necessary and desirable appurtenances (including without limitation underground and above

ground conduits and structures, poles, towers, wire and cable) for the purpose of providing telecommunications service, as defined by the Municipal Telecommunications Tax Act (collectively the "**Company Facilities**"). Upon the annexation of any territory to the City, all rights hereby granted, and the Franchise, shall automatically extend to the territory so annexed, to the extent the City has authority to so extend the Franchise. All facilities owned, maintained, or operated by the Company located within, under, or over rights-of-way of the territory so annexed shall thereafter be subject to all terms hereof.

Anything in this Agreement to the contrary notwithstanding, the Company may not use the Company Facilities to (i) provide, to any customer within the City, cable television services as defined in the federal Cable Communication Policy Act of 1984, as amended, or (ii) install wireless facilities or support structures for such wireless facilities in the right of way, without a separate franchise or license agreement therefor.

1.3 Term. The term of the Franchise is for a period from and after the date hereof, until the date that is ten (10) years from the date hereof.

ARTICLE II
FRANCHISE FEE; ADMINISTRATION FEE

2.1 Franchise Fee. (a) For and in consideration of the Franchise, and as fair and reasonable compensation to the City for the use by the Company of the City's Right-of-Way, the Company will pay to the City a franchise fee (the "**Franchise Fee**"), in an amount equal to, and consisting of, the municipal telecommunications license tax (the "**Municipal Telecommunications Tax**") authorized pursuant to the Municipal Telecommunications Tax Act and City Telecommunication Ordinances. Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act and City Telecommunication Ordinances, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an Interlocal Cooperation Agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act and City Telecommunication Ordinances, and any rules and regulations promulgated thereunder. In the event of a conflict between this Agreement, the City Telecommunication Ordinances, and the Municipal Telecommunications Tax Act, the provisions of the Municipal Telecommunications Tax Act shall prevail, and compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

(b) Notwithstanding the provisions of Section 2.1(a) above, the Franchise Fee shall be calculated and payable as described therein only so long as the Company and the services provided within the City by the Company by means of the Company Facilities are subject to the Municipal Telecommunications Tax. In the event all or any portion of the Company Facilities ceases to be used by the Company to provide services subject to the Municipal Telecommunications Tax, the Company shall pay, in lieu of the Franchise Fee, a charge with

respect to such portion of the Company Facilities, payable from and after the (i) the date Company ceases to provide such services, or (ii) the date the Municipal Telecommunications Tax ceases to apply to the services provided by the Company, which shall be calculated in the same manner as the charge then imposed by the City on other Companies occupying the Right-of-Way with similar facilities, and which do not provide telecommunication services subject to the Municipal Telecommunications Act. The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate the change or elimination of the Municipal Telecommunications Act, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

(c) The Company represents to the City that one of the purposes for entering into this Agreement is to obtain authority to build or maintain a network within the City to provide telecommunication services to customers within the City. Upon completion of the Company Facilities, the Company will actively market customer services and generate local gross receipts within the meaning of the Municipal Telecommunications Tax Act. The Company represents that it expects to generate more than a nominal amount of gross receipts from local customers, and that the use of the Company Facilities for other purposes, or to otherwise provide services to customers located outside of the City, is not the sole or preeminent objective of the Company.

(d) Upon the written request of the City no more than once per year, the Company shall submit to the City a certificate signed by a corporate officer of the Company certifying whether or not all elements of the Company Facilities have been used to provide services which generate gross receipts attributed to the City (within the meaning of the Municipal Telecommunications Tax Act) during the preceding calendar year. Any elements of the Company Facilities not so used shall be identified.

2.2 Report of Franchise Fee Payment. Upon the written request of the City, the Company shall prepare and deliver to the City, at such frequency as the City shall request, but not more frequently than once per year, a report summarizing Company payments to the Utah State Tax Commission for the requested period. Such report shall include such information related to such payment as the City shall reasonably request, including by way of example, and not limitation, the gross receipts of the Company from telecommunications service that are attributed to the City during such period, and the methodology for calculating such gross receipts.

2.3 Record Inspection. The records of the Company pertaining to the reports and payment required in this Agreement, including but not limited to any records deemed necessary or useful by the City to calculate or confirm gross receipts, and all other records of the Company reasonably required by the City to assure compliance by the Company with the terms of this Agreement ("**Company Confidential Information**"), shall be open to inspection by the City and its duly authorized representatives upon reasonable notice at all reasonable business hours of the Company. The Company may require such inspection to be performed at any Company Facilities

where such Company Confidential Information may be located; provided that in the event such Company Confidential Information is not located at Company Facilities within the City, such Company Confidential Information shall be delivered by the Company for inspection by the City at the address of the City set forth in Section 13.1 hereof. City will hold in strict confidence and will keep confidential all Company Confidential Information. City will use reasonable care to avoid publication or dissemination of such Company Confidential Information. City will not disclose Company Confidential Information to any third person. Notwithstanding the previous sentence, City may disclose Company Confidential Information to its employees, officers, directors, consultants, advisors and agents (collectively, "**Representatives**") to the extent reasonably necessary to carry out the inspection; provided, however, that such Representatives are informed of the confidential nature of the Company Confidential Information, and are bound by confidentiality obligations no less stringent than those set forth herein. Notwithstanding the forgoing, Company acknowledges that City is subject to the requirements of GRAMA as provided for in Paragraph 15.7 below. Company specifically waives any claims against City related to disclosure of any materials as required by GRAMA.

2.4 Service of Process. The Company agrees to use its best efforts to provide a local office within the State of Utah for purposes of acceptance of process. Otherwise, the Company agrees to advise City of a person or office where such process may be served.

2.5 Administrative Fee. In addition to the annual Franchise Fee described above, the Company shall pay to the City, upon execution and delivery hereof, a one-time administrative fee of $1,000, which shall compensate the City for (but which does not exceed), the direct costs and expenses incurred by the City in preparing, considering, approving, executing and implementing the Ordinance and this Agreement.

ARTICLE III
COMPANY USE OF RIGHT-OF-WAY

3.1 Franchise Rights to Use Right-of-Way. (a) The Company shall have the right to excavate in, and use any present and future City-owned or controlled street, alley, viaduct, bridge, road, lane and public way within the City, including the surface, subsurface and airspace (collectively the "**Right-of-Way**"), subject to the terms and conditions of this Agreement and in locations where Company obtains appropriate permits. In addition, the Company shall have the right to utilize any easement across private property granted to the City for utility purposes, provided (i) the prior written consent of the director of the City department which controls such easement is obtained in each case, and (ii) the documents granting such easement to the City authorize such use. In all cases, the precise location of the Company Facilities within, on, over, under, across or through the Right-of-Way shall be subject to City approval, and the right to use such Rights-of-Way shall be subject to the terms of this Agreement, and all applicable federal, state, and City laws, ordinances, rules, and regulations now existing or from time to time adopted or promulgated.

(b) The rights granted to the Company herein do not include the right to (i) excavate

in, occupy or use any City park, recreational areas or other property owned by the City, or (ii) attach or locate any of the Company Facilities to or on, or otherwise utilize any of, any City-owned property or facilities or structures, including without limitation light poles, towers, buildings and trees. The use of such City-owned property or facilities by the Company shall be considered by the City on a case-by-case basis, and shall be subject to payment of additional compensation to the City. Similarly, the rights granted herein by the City to the Company do not include the right to situate any Company Facilities on poles or other property owned by entities other than the City and situated in the City's Right-of-Way. It shall be the responsibility of the Company to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

3.2 Duty to Relocate. (a) Whenever the City shall require the relocation or reinstallation of any of the Company Facilities situated within the Right-of-Way, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not more than thirty (30) days from the date of notice, to commence to remove and relocate or reinstall such Company Facilities as may be reasonably necessary to meet the requirements of the City, which relocation shall be completed within a reasonably practicable time thereafter, but in no event longer than one hundred twenty (120) days, unless extended by mutual agreement in writing. Such relocation may be required by the City for any lawful purpose, including, without limitation, the resolution of existing or anticipated conflicts or the accommodation of any conflicting uses or proposed uses of the Right-of-Way, whether such conflicts arise in connection with a City project or a project undertaken by some other person or entity, public or private. The City will cooperate with the Company to provide alternate space where available, within the Right-of-Way, at no additional cost to the Company.

(b) Such relocation shall be accomplished by the Company at no cost or expense to the City. In the event the relocation is ordered to accommodate the facilities of an entity other than the City or the Company, the cost and expense of such relocation shall be borne by such other entity. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by the Company pursuant to this paragraph, shall be the property of the Company. City shall assign or otherwise transfer to the Company all rights it may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement.

3.3 City Duty to Obtain Approval to Move Company Property; Emergency Exception. Except as otherwise provided herein, the City shall not, without the prior written approval of the Company, intentionally alter, remove, relocate or otherwise interfere with any portion of the Company Facilities. However, if it becomes necessary, in the judgment of the City Representative (as defined in Section 6.1 hereof), to cut or move any of the Company Facilities because of a fire, flood, emergency, earthquake disaster or other imminent threat thereof, or to relocate any portion of the Company Facilities upon the Company's failure to do so following a request by the City under Section 3.2 hereof, these acts may be done without prior written approval of the Company and the repairs thereby rendered necessary shall be made by the

Company, without charge to the City. Any request by the City for written approval required by this Section shall be reviewed and processed by the Company within seven calendar days and approval shall not be unreasonably withheld, conditioned, or delayed.

3.4 Annual Information Coordination. On or before February 28 of each calendar year, or such other date as the Company and City may agree upon from year to year, the Company and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City, with a view toward coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Such information exchange shall be subject to the confidentiality requirements set forth in Section 2.3 above and shall be in addition to, and not in lieu of, the requirements of the City Telecommunication Ordinances, including Highland City Code section 13.36.390.

3.5 Common Use of Facilities. (a) In order to minimize the adverse impact to the Right-of-Way and to City facilities, and inconvenience to the public, caused by construction, repair and maintenance activities multiple utility franchisees, it is the policy of the City to encourage and require the shared use of telecommunication facilities by City franchisees and permittees whenever practicable.

(b) Except when necessary to service a subscriber, and subject to the written approval and conditions of the City, the Company shall, prior to constructing any Company Facilities, fully utilize any excess capacity reasonably and cost-effectively available on any existing poles or within any existing conduit, under such terms and agreements as the Company negotiates with the owners of such poles or conduits. The City shall cooperate with the Company in negotiating and obtaining permission to use such facilities.

(c) Whenever another franchisee or permittee of the City which is subject to a provision substantially similar to this provision of this Agreement requests permission to utilize any poles or other equipment of the Company for the purpose of attaching or locating therein or thereon any facilities of such franchisee or permittee, the Company shall negotiate in good faith with such franchisee or permittee to grant such permission under terms and conditions which (i) are commercially reasonable, (ii) do not place such franchisee or permittee at a competitive disadvantage relative to the Company or any other franchisee or permittee of the City, (iii) would not constitute a "barrier to entry" under the Telecommunications Act, and (iv) are, in any event, no less onerous than those permitted or required under the Telecommunications Act. The Company shall be required to grant such permission only to the extent the facilities of such requesting franchisee or permittee do not (i) interfere with the Company Facilities, (ii) conflict with uses proposed by the Company, or anticipated within the reasonably foreseeable future, (iii) create a safety or quality of services hazard, or (iv) do not conflict with any existing contractual relationships between the Company and any other parties.

(d) No Company Facilities shall be installed or the installation thereof commenced on any existing pole within the Right-of-Way until the proposed location, specifications and manner of installation thereof are set forth upon a plot or map showing the existing poles, where such

installations are proposed. The plot or map shall be submitted for approval to the City Representative.

(e) If the Company is required to locate Company Facilities within the Right-of-Way other than Company Facilities which may be attached to utility poles, the nature of such Company Facilities shall be disclosed to the City Representative for approval as to the need thereof and as to the location within the Right-of-Way. The installation shall be made under such conditions as the City Representative shall reasonably prescribe.

(f) The Company may trim trees overhanging the Right-of-Way of the City to prevent the branches of such trees from coming in contact with Company Facilities. All trimming on City property shall be done with the approval of and under the direction of the City's Forester and at the expense of the Company.

(g) The Company shall, at the request of any person holding a building moving permit issued by the City and upon written notice, temporarily raise or lower its wires to permit the moving of such building. The expense of such temporary removal or raising or lowering of the wires shall be paid by the person requesting the same and the Company shall have the authority to require such payment in advance. Prior written notice of the necessity to move wires shall be given to the Company as far in advance as possible by the City or the person holding the permit, provided that in no event shall less than forty-eight (48) hours advance notice be given.

3.6 Duty to Underground. It is the policy of the City to have lines and cables placed underground to the greatest extent reasonably practicable in accordance with applicable law. In furtherance of this policy, the Company agrees as follows:

(a) In addition to the installation of underground lines as provided in the applicable rules and regulations of the Public Service Commission, the Company shall, upon payment of the charges provided in its tariffs or their equivalent, place newly constructed lines and cables underground in new residential subdivision areas, if required by subdivision regulations adopted by the City.

(b) In any area of the City in which there are no aerial facilities other than antennas or other facilities required to remain above ground in order to be functional, or in any portion of the Right-of-Way in which all telephone wires and cables reasonably capable of undergrounding have been placed underground, the Company shall not be permitted to erect poles except where permitted by applicable law, but shall lay wires, cables, or other facilities on existing poles or underground in the manner required by the City. The Company acknowledges and agrees that if the City does not require the undergrounding of Company Facilities at the time of initial installation, the City may, at any time in the future, require the conversion of the Company's above-ground and/or aerial facilities to underground installation at the Company's expense whenever telephone or other utilities are placed underground in the immediate vicinity of Company's Facilities.

3.7 Company Duty to Comply With Rules and Regulations. Company Facilities located on, upon, over or under the Right-of-Way shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with such lawful rules and regulations as the City may issue. The Company shall acquire, and pay any fees with respect to, such permits as may be required by such rules and regulations, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance.

3.8 Performance Bond.

3.8.1 Prior to receiving any permit to construct, install, maintain or perform any work on public property, Company shall cause to be filed and maintain until completion of the construction, a faithful performance bond in favor of City in the sum of One Hundred Thousand Dollars ($100,000.00) or 125% of the amount of the construction costs (whichever is greater) to guarantee that Company shall observe, fulfill and perform each and every term of this Agreement and any permit issued thereunder. Said bond shall be acknowledged by Company, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. The bond's form and amount must be approved by the City Engineer or their designee prior to issuance of a permit.

3.8.2 In case of any breach of any condition of this Agreement or any permit issued thereunder, any amount of the sum of the bond, up to the whole thereof, may be forfeited to compensate the City for any damages it may suffer by reason of such breach, including all legal and administrative costs of enforcement. In the event the City determines that the Company breached any condition of this Agreement or any permit issued thereunder, failed to complete construction, or failed to remediate damage to public property, the City shall provide written notice to the Company of such determination. Within ninety (90) days of City's issuance of such notice, Company shall remedy the conditions identified in the notice. If the breach is of such nature that it cannot be reasonably corrected within the ninety (90) day period above, the City shall provide additional time for the reasonable correction of such alleged failure if the Company (i) commences corrective action during such ninety (90) day period, and (ii) diligently pursues such corrective action to completion. If Company fails to remedy the conditions identified in the notice within the appropriate timeframe, City shall be entitled to foreclose upon and claim the bond proceeds to remedy the conditions and to pursue other remedies as set forth in this Agreement. City shall return to Company any proceeds of the bond that are not required to compensate the City for its damages and costs.

3.8.3 If Company has completed the above construction and wants the bond released, the City will need to inspect and approve the construction prior to

such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property. Release of a bond does not limit the Company's guarantee of its work as provided in this Agreement.

3.9 Compliance with Applicable Law. All Company Facilities installed or used under color of this Agreement shall be used, constructed and maintained in accordance with applicable federal, state and City laws and regulations, including without limitation environmental laws; provided that this provision shall not be construed to require the Company to modify or retrofit any existing facilities to meet new code standards unless otherwise required by law. Nothing in this Agreement shall constitute a waiver of either party's right to challenge any portion of this Agreement which is not in accordance with applicable federal, state and local laws.

3.10 Location to Minimize Interference. All Company Facilities shall be reasonably located so as to cause minimum interference with the use of the Right-of-Way by others, and so as to cause minimum interference with the rights of the owners of property which abuts any portion of the Right-of-Way.

3.11 Repair Damage. If during the course of work on Company Facilities, the Company causes damage to or alters any portion of the Right-of-Way, or any City facilities or other public property or facilities, the Company shall (at its own cost and expense and in a manner approved by the City Representative), replace and restore such portion of the Right-of-Way or any City facilities or other public or private property or facilities, in accordance with applicable City ordinances, policies and regulations relating to repair work of similar character.

3.12 Guarantee of Repairs. For a period of three years following the completion of any work in the Right-of-Way or any repair work performed pursuant to Section 3.11, the Company shall maintain, repair, and keep in good condition those portions of the Right-of-Way or property or facilities restored, repaired or replaced, to the reasonable satisfaction of the City Engineer.

3.13 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices in accordance with applicable safety regulations or standards imposed by law and shall not unreasonably obstruct any rights-of way to, from or within the City without the prior consent of the appropriate authorities..

3.14 Landscaping. The Company shall maintain the general appearance of any of its buildings located within the City in a manner consistent with the surrounding properties, and the appearance of Company Facilities in a manner consistent with best industry practice. Such obligation to maintain the appearance of property shall include but not be limited to the landscaping of front yards and parkways in residential zones; the installation of curb, gutter, sidewalk and parkway landscaping in those areas where similar improvements have been, or are being, installed on contiguous properties; and the screening of such property directly abutting a public street or abutting residential property with appropriate landscaping or screening material

as required by the City's Planning Commission.

3.15 Inspection by the City. The Company Facilities shall be subject to inspection by the City to the extent reasonably necessary to assure compliance by the Company with the terms of this Agreement and any permit issued by the City. The City shall inspect Company Facilities at reasonable times and upon reasonable notice to the Company; provided, however, the inspection shall not interrupt or interfere with any services provided by the Company.

3.16 Company's Duty to Remove Company Facilities from the Right-of-Way.

(a) Subject to subsection (c) below, the Company shall promptly remove from the Right-of-Way all or any part of the Company Facilities, when one or more of the following conditions occur:

(i) The Company ceases to operate such Company Facilities for a continuous period of twelve (12) months, except when the cessation of service is a direct result of a natural or man-made disaster;

(ii) The construction or installation of such Company Facilities does not meet the requirements of this Agreement; or

(iii) The Franchise is terminated or revoked pursuant to notice as provided herein.

(b) Upon receipt by the Company of written notice from the City setting forth one or more of the occurrences specified in subsection (a) above, the Company shall have (90) days from the date upon which said notice is received to remove such Company Facilities, or, in the case of subsection (a), to begin operating the Company Facilities.

(c) The Company may abandon any underground Company Facilities in place, subject to the reasonable requirements of the City, and with the prior written consent of the City, which may be granted or withheld in the City's sole and absolute discretion. In such an event, the abandoned system shall become the property of the City and the Company shall have no further responsibilities or obligations concerning those facilities. The City shall not use the possibility of obtaining ownership of the abandoned system as a rationale for terminating or revoking this Agreement.

3.17 Operational Reports. During the period of construction of any Company Facilities, the Company shall furnish the City with written progress reports indicating in detail the area of construction. Such periodic reports shall be furnished at three-month intervals, the first report to be made three (3) months after the construction commencement date.

3.18 Removal of Facilities upon Request. Upon termination of service to any subscriber, the Company shall promptly remove Company Facilities and equipment from the premises of such customer at the written request of such customer, and at no cost to the

subscriber, unless the Company's agreement with such subscriber provides otherwise. Notwithstanding the foregoing, as long as regulations of the Utah Public Service Commission govern the removal of Company Facilities, and the Company is in compliance with such regulations, this Section 3.18 shall not apply.

ARTICLE IV
CITY USE RIGHTS

4.1 City Use of Poles and Overhead Structures. The City shall have the right, without cost, to use all poles and suitable overhead structures owned by the Company within the City for fire alarms, police signal systems, or any other lawful use; provided, however, any said uses by the City shall be for activities owned, operated or exclusively used by the City for any public purposes and shall not include the provision of telecommunication services to third parties.

4.2 Use of Trenches. Whenever the Company proposes to install new underground conduits or replace existing underground conduits within or under the Right-of-Way, it shall notify the City Representative as soon as practical and shall allow the City, at its own expense, and without charge to the Company, to use any such trench opened by the Company to lay the City's facilities therein; provided, that such action will not unreasonably interfere with Company Facilities or delay the accomplishment of the Company's project; and provided further that the Company may require the City to agree to reasonable terms and conditions of such use.

4.3 Use of Company Corridors. The City may identify corridors which the Company now or in the future owns in fee within the City and which are similar in nature to transmission corridors of electric utility companies. The City may identify portions of such corridors, if any, as being desirable locations for public parks, playgrounds or recreation areas. In such event, and upon notice by the City, the Company shall negotiate with the City in good faith to reach an agreement providing for such uses by the City; provided that such use shall not be allowed where the Company in good faith believes such use would interfere with the Company's use of the corridor or materially prejudice its interests in safety. The Company shall assume no liability nor shall it incur, directly or indirectly any additional expense in connection therewith.

4.4 Limitation on Use Rights. Nothing in this Article 4 shall be construed to require the Company to increase pole capacity or trench size, alter the manner in which the Company attaches equipment to the poles or installs facilities, or alter the manner in which it operates and maintains its equipment. The City may attach to or otherwise utilize Company Facilities only after written approval by the Company. Such approval may include requirements regarding maintenance of such City facilities, either to be done for a reasonable fee by the Company or by a qualified party who shall fully indemnify and hold the Company harmless from any liability and whose service would not materially prejudice the Company's interests in safety and insulation from liability.

ARTICLE V
POLICE POWER

The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances, rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its residents and their properties. This Agreement is subordinate to City's exercise of its police power.

ARTICLE VI
CITY REPRESENTATIVE

6.1 City Representative. Except as provided hereinafter, the City Engineer, or his/her designee, or such other person as the Mayor may designate from time to time (which designation shall be communicated to the Company in writing), is hereby designated the official of the City having full power and authority, along with a representative of the City Attorney's Office, to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Agreement and to investigate any alleged violations or failures of the Company to comply with said provisions or to adequately and fully discharge its responsibilities and obligations hereunder. The City Engineer or such other designee is referred to herein as the City Representative. The failure or omission of the City Representative to so act shall not constitute a waiver or estoppel. The City Representative shall be the Company's initial point of contact with the City. Unless specifically provided otherwise, all decisions, consents or approvals required of the "City" shall be made or given by the City through the City Representative. The City Representative shall coordinate with other City officials, personnel and departments in all matters relating to this Agreement.

6.2 Company Duty to Cooperate. In order to facilitate such duties of the City Representative, the Company agrees:

(a) To allow the City Representative to inspect Company Facilities in accordance with Section 3.15.

(b) That the City Representative may convey to the Company, and, with notice to the Company in accordance with this Agreement, to the Federal Communications Commission, the Utah Public Service Commission and any other regulatory agency having jurisdiction, any complaint of any customer of the Company within the City with respect to the quality and price of telecommunication services and the appropriate standards thereof; provided, however, that City Representative's failure to provide any such notice to the Company shall not constitute a breach of this Agreement.

(c) To submit to the City Representative a letter advising the City of any application by the Company which, if approved, would materially affect the Franchise Fee. A copy of such letter shall also be submitted to the City Attorney.

ARTICLE VII
Intentionally Deleted

ARTICLE VIII
CONTINUATION OF SERVICE

In the event the Company is or becomes the exclusive local exchange carrier providing basic telephone exchange services within the City, the removal of Company Facilities, and the discontinuation of telecommunication services by the Company within the City, shall be subject to applicable regulations and procedures of the Public Service Commission, or any successor regulatory body and, in the event the Utah Public Service Commission or such successor regulatory body no longer regulates local exchange carriers providing basic telephone exchange services within the City, such removal of facilities and discontinuation of services shall be subject to the applicable regulations and procedures of any public body (including the City) then regulating such carriers.

ARTICLE IX
TRANSFER OF FRANCHISE

(a) The Company shall not sell, transfer, lease, assign, sublet or otherwise make available to any person or entity other than the Company (the **"Proposed Transferee"**), in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, the Franchise or any rights or privileges under this Agreement (each, a **"Transfer"**), to Proposed Transferee, without the prior written consent of the City. The following events (by way of illustration and not limitation) shall be deemed to be a Transfer of the Franchise requiring compliance with this Article: (i) the sale, assignment or other transfer of all or a majority of the Company's assets to another Person; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in the Company by one or more of its existing shareholders, partners, members or other equity owners, so as to create a new Controlling Interest in the Company; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by the Company so as to create a new Controlling Interest in the Company; or (iv) the entry by the Company into an agreement with respect to the management or operation of the Company or its facilities (including the Company Facilities).

(b) The consent required shall be given or denied by the City not later than one-hundred twenty (120) days following receipt by the City of a written request for consent, and shall not be unreasonably withheld. For the purpose of determining whether it shall grant its consent, the City may inquire into the qualifications of the Proposed Transferee, and the Company shall assist the City in the inquiry. City may condition or deny its consent based on any or a combination of the following or similar criteria. The Proposed Transferee shall indicate by affidavit whether it:

(i) has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(ii) has ever had a judgment entered against it in an action for fraud, deceit, or misrepresentation by any court of competent jurisdiction;

(iii) has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a system similar to the Company Facilities, except that any such claims, suits or proceedings relating to insurance claims, theft or service, or employment matters need not be disclosed;

(iv) is financially solvent, by submitting financial data, including financial statements, that have been audited by a certified public accountant, along with any other data that the City may reasonably require;

(v) has the financial and technical capability to enable it to maintain and operate the Company Facilities for the remaining term of this Agreement; and

(vi) the use of the Company Facilities and Right of Way by the Proposed Transferee are consistent with the uses by the Company permitted under this Agreement.

The Company shall provide to the City information regarding any failure by the Company to comply with any provision of this Agreement or of any applicable customer or consumer service standards promulgated or in effect in the City's jurisdiction at any point during the term of this Agreement.

(c) Notwithstanding the foregoing, the City's consent shall not be required in connection with the following circumstances, provided that Company is not released from the obligations under this Agreement and such transferee assumes this Agreement and agrees in writing to comply with the terms and conditions of this Agreement:

(i) The intracorporate Transfer by Company to a Proposed Transferee that is another business entity in the tier of business entities owned or controlled by Company that (a) controls Company; or (b) is controlled by Company; or (c) is under common control with Company. For the Transfer to be effective, Company must: (1) provide to City not less than 30 days prior written notice of that proposed transaction; (2) provide information concerning ownership a in the proposed transferee and their telecommunications-related experience and expertise; (3) represent that the proposed transaction will have no foreseeable effect on the management and operation of the Company Facilities in the Public Way or compliance with this Agreement;

(ii) Any transfer in trust, a mortgage, or other instrument of hypothecation of the assets of the Company, in whole or in part, to secure an indebtedness, provided that such pledge of the assets of the Company shall not impair or mitigate the Company's

responsibility and capability to meet all its obligations under this Agreement, and provided further that such Proposed Transferee subordinates to this Agreement;

(iii) Any sale or other transfer by the Company of worn out or obsolete equipment or property no longer required by the Company in connection with its operations in the normal course of business; or

(iv) interconnection or use agreements pursuant to which the Company Facilities may be used by another entity providing telecommunication services within the City, provided that any such other entity has obtained a franchise from the City, and further provided that such interconnection or use agreement is subordinate to this Agreement.

(d) Transfer by the Company shall not constitute a waiver or release of any rights of the City in or to its Right-of-Way and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

(e) Except as otherwise provided in this Section, a sale, transfer or assignment of this Agreement will only be effective upon the Proposed Transferee becoming a signatory to this Agreement by executing an unconditional acceptance of this Agreement.

(f) For purposes of this Article IX, the following terms shall have the following meanings:

(i) "Control" or "Controlling Interest" means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the Company Facilities or of the Company. A rebuttable presumption of the existence of Control or a Controlling Interest shall arise from the beneficial ownership, directly, by any person, or group of persons or entities acting in concert, of more than fifty percent (50%) of the Company. "Control" or "Controlling Interest" as used herein may be held simultaneously by more than one Person.

(ii) "Person" means any individual, sole proprietorship, partnership, association or corporation, or any other form of organization, and includes any natural person.

(iii) "Proposed Transferee" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of the Company.

ARTICLE X
EARLY TERMINATION OR REVOCATION OF FRANCHISE

10.1 Grounds for Termination. The City may terminate or revoke this Agreement and

all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to make timely payments of the Franchise Fee as required under Article II of this Agreement, or any other fee due to the City under the terms of this Agreement, and does not correct such failure within twenty (20) business days after receipt of written notice by the City of such failure.

(b) The Company, by act or omission, violates a material term or condition herein set forth within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may after public hearing, determine that such failure is of a material nature and thereupon, after written notice given to the Company of such determination, the Company shall, within thirty (30) days of such notice, commence efforts to remedy the conditions identified in the notice, and shall have six (6) months from the date it receives notice to remedy the conditions. After the expiration of such six (6) month period and upon failure by the Company to correct such conditions, the City may declare the Franchise forfeited and this Agreement terminated, and thereupon the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further that in the event such failure is of such nature that it cannot be reasonably corrected within the six (6) month period above, the City shall provide additional time for the reasonable correction of such alleged failure if the Company (i) commences corrective action during such six (6) month period, and (ii) diligently pursues such corrective action to completion.

(c) The Company becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities are sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a member of the Board of Directors or an officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City, that is fraudulent or in violation of a felony criminal statute of the State of Utah.

(e) Company abandons use of all Company Facilities for 12 consecutive months and the City has provided written notice as required by Highland City Code Title 13, Chapter 36.

10.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

ARTICLE XI
COMPANY INDEMNIFICATION; INSURANCE

11.1 No City Liability. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur in the construction, operation or maintenance by the Company of the Company Facilities. City will be liable only for

its own conduct, subject to and without waiving any defenses, including limitation of damages, provided for in the Utah Governmental Immunity Act (Utah Code §§ 63G-7-101 *et seq.*) or successor provision. Company agrees that the Rights-of-Way are delivered in an "AS IS, WHERE IS" condition and City makes no representation or warranty regarding their condition, and disclaims all express and implied warranties.

11.2 Company Indemnification of City. Company shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorneys' fees, arising out of Company's intentional, reckless, or negligent performance hereunder or under the Ordinance. Company's duty to defend City shall exist regardless of whether City or Company may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Company, and Company is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Company shall pay City's reasonable costs, expenses, and attorneys' fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Company to indemnify the indemnitee against the indemnitees' own negligence. The provisions of this section 11.2 shall survive the termination of this Agreement.

11.3 Notice of Indemnification. City shall (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the City seeks indemnification hereunder and (b) unless in the City's judgment a conflict of interest may exist between the City and the Company with respect to such claim, demand or lien, permit the Company to assume the defense of such claim, demand, or lien with counsel reasonably satisfactory to City. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent act or failure to act of the City or any of its officers or employees.

11.4 Insurance.

(a) The Company, at its own cost and expense, shall maintain, and shall ensure that any subcontractor to the Company shall secure and maintain, during the term of this Agreement the following policies of insurance described below. The Company shall provide proof of such insurance upon request by the City.

(i) Commercial General Liability Insurance. Commercial general liability insurance with the City as an additional insured on a primary and non-contributing bases in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of $2,000,000 per occurrence with a $3,000,000 general aggregate and $3,000,000 products completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance

policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the City and Company from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Company's operations under this Agreement, whether performed by Company itself or on its behalf by any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations.

(ii) Commercial Automobile Liability Insurance. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, used in connection with this Agreement in the minimum amount of with a combined single limit of $2,000,000 per occurrence. These limits can be covered either under a commercial automobile liability insurance policy alone, or a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Company shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

(iii) Workers' Compensation and Employer's Liability. Worker's compensation and employer's liability insurance sufficient to cover all of the Company's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, the Company shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(b) General Insurance Requirements.

(i) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (A) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (B) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

(ii) All policies of insurance shall be issued by insurance companies authorized to do business in the state of Utah and either:

(A) Currently rated A- or better by A.M. Best Company*; and*

—OR—

(B) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570), as amended.*

(iii) The Company shall furnish certificates of insurance, reasonably acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(iv) In the event any work is subcontracted, the Company shall require its subcontractor, at no cost to the City, to secure and maintain substantially the same coverage with substantially the same limits as required of the Company hereunder.

(v) Company shall provide the City with thirty (30) days' prior written notice of cancellation to the City or 10 days' prior written notice for cancellation due to non-payment of premiums, if such policy is not replaced prior to the cancellation of the original policy with a policy meeting the minimum requirements hereunder. Company shall also provide City with evidence of such replacement policy.

ARTICLE XII
REMEDIES

12.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed and neither will take any action for the purpose of securing modification of this Agreement before either the Public Service Commission or any court of competent jurisdiction; provided, however, that neither Party shall be precluded from taking any action it deems necessary to resolve differences in interpretation of this Agreement.

12.2 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the Party that is not in default may exercise any remedies available to it provided by law; however, no remedy that would have the effect of amending the provisions of this Agreement shall become effective without a formal amendment of this Agreement.

ARTICLE XIII
NOTICES

13.1 City Designee and Address. Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Agreement shall be delivered to the City at:

Highland City
Attn: Nathan Crane, City Administrator
5400 W Civic Center Drive, Suite 1
Highland, UT 84003

With a copy to the City Attorney, at

Blaisdell, Church & Johnson
Attn: Rob Patterson, City Attorney
5995 S Redwood Rd.
Taylorsville, UT 84123

and (b) such other offices as the City may designate by written notice to the Company.

13.2 Company Designee and Address. The Company shall maintain an office and telephone number for the conduct of matters relating to this Agreement and the Franchise during normal business hours. Unless otherwise specified herein, all notices from the City to the Company pursuant to or concerning this Agreement or the Franchise shall be delivered to (a)

Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Ken Simon, General Counsel

With a copy to:

Crown Castle Fiber LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contracts Management

and (b) such other offices as the Company may designate by written notice to the City.

ARTICLE XIV
AMENDMENT

14.1 Changing Conditions; Duty to Negotiate. (a) The Company and the City recognize that many aspects of the telecommunications business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities, and that these activities may ultimately result in fundamental changes in the way the Company conducts its business. In recognition of the present state of uncertainty respecting these matters, the Company and the City each agree, at the request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper

accommodation of any such developments.

(b) Either party may propose amendments to this Agreement by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s).

14.2 Amendment Approval Required. No amendment or amendments to this Agreement shall be effective until mutually agreed upon by the City and the Company and an ordinance or resolution approving such amendments is approved by the City Council.

ARTICLE XV
MISCELLANEOUS

15.1 Conditions. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance becomes for any reason illegal, invalid, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof or thereof, all of which will remain in full force and effect for the term of this Agreement and the Ordinance or any renewal or renewals thereof, except for Article II hereof.

15.2 No Waiver or Estoppel. Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any of such terms and conditions.

15.3 Fee Article Essential. (a) Article II hereof is essential to the adoption of this Agreement. In the event the Franchise Fee provisions hereof are determined to be illegal, invalid, unconstitutional, or are superseded by legislation, in whole or in part, the parties agree that the fee shall be reduced to comply with such law(s). Furthermore, if the City grants any other person or entity a franchise for the installation of telecommunications equipment in the City's Rights-of-Way for a fee less than the compensation provided in this Franchise Agreement, the parties agree that the compensation provided in this Franchise Agreement shall be reduced to be equal to that lesser amount charged the other person or entity.

15.4 Intentionally deleted.

15.5 Intentionally deleted.

15.6 Parity among Providers. The City and Company mutually agree that Company will at all times be treated, regarding fees assessed and charges and all other franchise rights and privileges hereunder, on parity with other telecommunications providers.

15.7 Utah Governmental Records Management Act. Whenever the Company is required to deliver to the City, or make available to the City for inspection, any records of the Company, and such records are delivered to or made available to the City with a written claim of business confidentiality which meets, in the judgment of the City Representative, the requirements of the Utah Governmental Records Management Act ("GRAMA"), such records shall be classified by the City as "protected" within the meaning of GRAMA, and shall not be disclosed by the City except as may otherwise be required by GRAMA, by court order, or by applicable City ordinance or policy.

15.8 Timeliness of Approvals. Whenever either party is required by the terms of this Agreement to request the approval or consent of the other party, such request shall be acted upon at the earliest reasonable convenience of the party receiving the request, and the approval or consent so requested shall not be unreasonably denied or withheld.

15.9 Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. The Company represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Highland City Code section 2.04.070, (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Highland City Code section 2.04.070.

15.10 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without reference to its conflict of laws principles.

15.11 Entire Agreement. This Agreement contains all of the agreements of the parties with respect to any matter addressed in this Agreement, and supersedes all prior discussions, agreements or understandings pertaining to any such matters for all purposes.

15.12 Authority. Each individual executing this Agreement on behalf of the City and Company represents and warrant that such individual is duly authorized to execute and deliver this Agreement on behalf of the City or Company (as applicable).

WITNESS WHEREOF, this Franchise Agreement is executed in duplicate originals as of the day and year first above written.

HIGHLAND CITY CORPORATION, a Utah municipal corporation

_____

Mayor/City Manager

Date: _____

Attest and Countersign:

_____
City Recorder

Date of Recordation: _____

Approved As To Form:

_____

Senior City Attorney

Crown Castle Fiber LLC, a New York limited liability company

By _____
Name: _____
Title: _____

Date: _____

State of _____)
:ss
County of _____)

On the _____ day of _____, 202__, personally appeared before me _____, who, being by me duly sworn did say that he/she is the _____ of _____, a _____, and that the foregoing instrument was signed on behalf of said company and said person acknowledged to me that he/she is authorized to execute such instrument on behalf of said company.

_____

NOTARY PUBLIC, residing in _____ County,

My Commission Expires:

_____

AGENDA

NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #4

DATE: July 7, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Tara Tannahill
Planner and GIS Analyst

SUBJECT: **ACTION** – Approval of Open Space Maintenance Plan for Thad Abbott for property in the Beacon Hills Subdivision. *Administrative*

PURPOSE:
The City Council will consider a request by Thad Abbott for open space maintenance plan for property adjacent to lot #613 in the Beacon Hills Subdivision. The City Council will take appropriate action.

BACKGROUND:
On May 26, 2020 Thad Abbott submitted a fence permit request. In reviewing the fence permit it was realized that no maintenance agreement was ever approved by the City Council. The property currently has grass and garden boxes on it.

On May 27, 2020 the property owner of lot #613 (Thad Abbott) applied for an open space maintenance agreement. The applicant is proposing grass and garden boxes. The property is approximately 1,970 square feet. The property is currently landscaped with grass and has garden boxes on it.

Property owners surrounding open space land that is eligible for private maintenance may submit an open space subdivision maintenance plan to city council. The city council shall then approve, approve with conditions, or deny the open space subdivision maintenance plan. The open space subdivision maintenance plan shall identify the property which is eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property.

An open space subdivision maintenance plan" means a plan approved by the city council which specifies publicly owned land that is available for private maintenance and the level or type of landscape improvements that can be installed by a private property owner for a specific subdivision.

Once an open space subdivision plan has been approved by city council, each individual property owner must enter into an open space maintenance agreement on a form approved

by the city council prior to installation or construction of any improvements (Attachment 3). The agreement shall allow the city to access and maintain the property as needed for public infrastructure installation and maintenance. Said agreement shall be maintained in the office of the city recorder. In addition, notes on the agreement shall be made in the utility account of the property owner. Ownership of property remains with the city and the agreement does not imply any transfer of ownership or control of the land. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of the property.

Open Space Maintenance Agreement approval is an *administrative* process.

SUMMARY OF THE REQUEST:

1. The applicant is requesting approval of an open space maintenance plan for 1,970 square feet.

2. The maintenance plan includes grass and garden boxes.

3. There is a main city water line under the proposed property, which makes the property not eligible to sell. This complies with Section 12.28.010 of the Municipal Code for open space maintenance agreements.

4. Property owners are required to coordinate with staff the creation of a new irrigation system within the private maintenance area. However, the grass area being proposed currently already has grass installed.

5. Staff is proposing the two stipulations to address the following issues:
    a. Trees are prohibited when there are existing water lines due to maintenance issues. Although no trees are demonstrated in the proposed plan staff has created a stipulation for this so no future trees are installed.

CITIZEN PARTICIPATION:

Notice of the City Council meeting was mailed to all property owners within 250 feet of the proposed site on June 22, 2020. No written correspondence has been received.

CONCLUSION:

The City Council will need to hold a public meeting and determine if the proposed maintenance plan is in keeping with the intent of the City Council for maintenance agreements. The Council should also provide appropriate direction if additional restrictions or other criteria is to be addressed in the Open Space Maintenance Agreement.

RECOMMENDATION:

I move that the City Council authorize staff to execute an open space maintenance agreement with Thad Abbott subject to the following stipulations:

1) All improvements shall comply with the proposed maintenance plan dated May 26, 2020.
2) No trees are permitted in the open space owned by Highland City.

PROPOSED MOTIONS:

I move that the City Council authorize staff to execute an open space maintenance plan with Thad Abbott subject to the two stipulations recommended by staff.

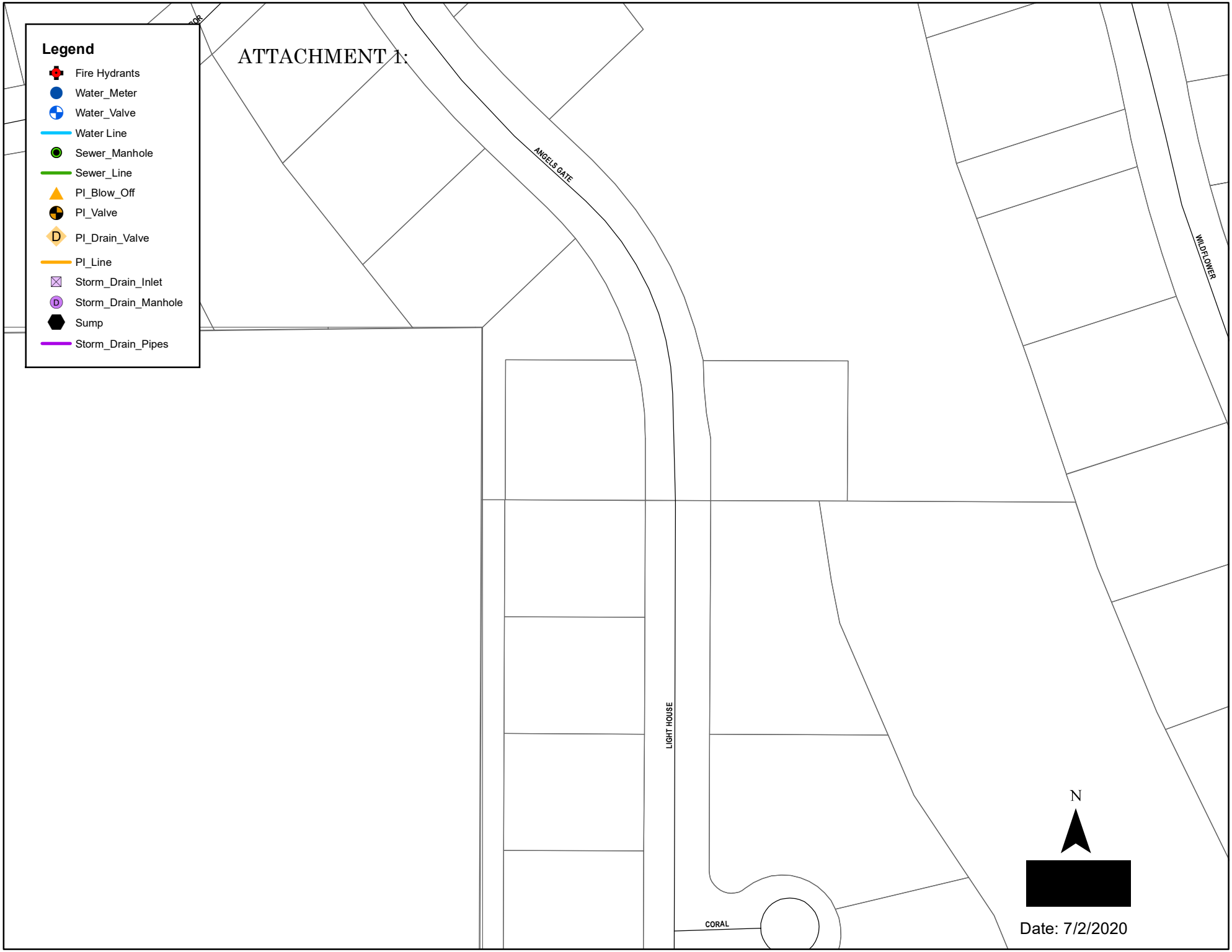
I move that the City Council deny the open space maintenance plan.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Vicinity Map
2. Narrative and Plan
3. Chapter 12.28 Private Maintenance of Public Open Space
4. Open Space Maintenance Agreement


ATTACHMENT 1:
Legend
Fire Hydrants
Water_Meter
Water_Valve
Water Line
Sewer_Manhole
Sewer_Line
PI_Blow_Off
PI_Valve
PI_Drain_Valve
PI_Line
Storm_Drain_Inlet
Storm_Drain_Manhole
Sump
Storm_Drain_Pipes
ANGELS GATE
WILDFLOWER
LIGHT HOUSE
CORAL
N
Date: 7/2/2020

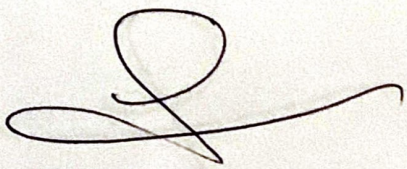
ATTACHMENT 2:

5/26/2020

To whom it may concern:

This letter is a request for a maintenance agreement for the strip of land owned by Highland city that runs behind the property located at 12379 N Lighthouse Drive. The plan for this strip of land would be to have grass and a small garden located on the north side of the strip. There would be sprinklers for the grass, but no other permanent structures. The garden would include a seasonal fence to help keep out the deer. We ask that you consider and grant this request in order to keep that area clean and appealing.

Thank you for your consideration,



Thad Abbott

Garden
Grass
Land
51.68'
67.61 ft
67.44 ft
100.00 ft
120.00 ft
0.32 acres
0.33 acres
12379 N LIGHTHOUSE
12372 LIGHTHOUSE DR - HIGHLAND
12363 N LIGHTHOUSE
HARDING, DANIEL
TANAKA, KEITH
CONLEY, JEFFREY and ME
Value: $741,000
Value: $697,600
Entry # 69650-2019



Utah County Parcel Map

12379 n lighthouse drive Highland

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

Date: 6/1/2020

N

ATTACHMENT 3:

Chapter 12.28 PRIVATE MAINTENANCE OF PUBLIC OPEN SPACE PROPERTY

12.28.010 Purpose
12.28.020 Definitions
12.28.030 Open Space Subdivision Maintenance Plan
12.28.040 Public Notice
12.28.050 Open Space Maintenance Agreement
12.28.060 Submittal Requirements
12.28.070 Review And Approval
12.28.080 Appeal
12.28.090 Effect Of Approval
12.28.100 Irrigation And Grading
12.28.110 Costs
12.28.120 City Rights
12.28.130 Pressurized Irrigation Water

12.28.010 Purpose

If a piece of open space land cannot be disposed of, city council may allow private maintenance of the property subject that such maintenance is in the public interest. The purpose of this chapter is to outline the process of Open Space Maintenance Agreements.

12.28.020 Definitions

For the purpose of this chapter the following words and phrases shall have the following meanings:

"Open space land" means land owned by the city and designated by the city for the use of the residents of Highland.

"Open space maintenance agreement" means an agreement between the city and a private property owner allowing for the maintenance of specifically defined public open space property.

"Open space subdivision maintenance plan" means a plan approved by the city council which specifies publicly owned land that is available for private maintenance and the level or type of landscape improvements that can be installed by a private property owner for a specific subdivision.

12.28.030 Open Space Subdivision Maintenance Plan

Property owners surrounding open space land that is eligible for private maintenance may submit a open space subdivision maintenance plan to city council. The city council shall then approve, approve with conditions, or deny the open space subdivision maintenance plan. The open space subdivision maintenance plan shall identify the property which is eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property.

12.28.040 Public Notice

No open space subdivision maintenance plan shall be acted upon without first providing public notice as follows:

1. All property owners within two hundred fifty feet of the exterior boundaries of the property subject to the application, including the proposed area for maintenance, as shown on the last assessment of the property shall be sent notice by first class mail, postmarked at least fourteen days prior to the city council acting upon the plan. Included in the notice shall be the proposed open space subdivision maintenance plan. It shall be the responsibility of the city to mail the notice. Residents submitting the proposed plan will provide addressed and stamped envelopes of property owners within two hundred fifty feet of the exterior boundaries of the residents' property and the subject property.
2. A notice shall be posted on or near the subject property in at least one location on a form prescribed by the city staff. The posted notice shall be placed on the property at least fourteen days prior to the city council acting upon the plan. It shall be the responsibility of the applicant to post and maintain the sign for the entire fourteen days.
3. Notwithstanding the notice requirements set forth in this section, the failure of any person or entity to receive notice shall not constitute grounds for any court to invalidate the action for which the notice was given.

12.28.050 Open Space Maintenance Agreement

Once an open space subdivision plan has been approved by city council, each individual property owner must enter into an open space maintenance agreement on a form approved by the city council prior to installation or construction of any improvements. The agreement shall allow the city to access and maintain the property as needed for public infrastructure installation and maintenance. Said agreement shall be maintained in the office of the city recorder. In addition, notes on the agreement shall be made in the utility account of the property owner. Ownership of property remains with the city and the agreement does not imply any transfer of ownership or control of the land. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of the property.

12.28.060 Submittal Requirements

An application for an open space maintenance agreement area shall contain:

1. Completed application form and fee.
2. Completed open space maintenance agreement.
3. A conceptual improvement plan that shows with a reasonable detail level the planned improvements and landscape plan.
4. Additional information as specified by city staff.

12.28.070 Review And Approval

1. All applications for open space maintenance agreements shall be transmitted to the city administrator or designee for review.

2. The city administrator or designee shall make the following findings before approving an open space maintenance agreement:

    1. That the proposed improvements are consistent with and meet the requirements of the open space subdivision maintenance agreement approved by the city council.
    2. That the proposed agreement will not be materially detrimental to the health, safety or general welfare of homeowners, persons residing, or working within the neighborhood of the proposed agreement, or have an adverse effect on the property, or adjacent properties.
    3. That the proposed improvements will not be materially detrimental to the property's unique characteristics, utilities, easements, or encumbrances that prohibit the land from being sold.
3. The city administrator or designee may approve, approve with conditions, or deny any application after review of the application. The city administrator or designee may place any conditions which are deemed necessary to mitigate potential impacts and ensure compatibility of the use with surrounding development and the city, and which are required to preserve the public health, safety and general welfare.

12.28.080 Appeal

1. The action of the city administrator or designee may be appealed to the city council by the applicant or any interested party. Such requests for appeal must be submitted on a written notice of appeal to the city recorder within fourteen days following the date of the city administrator or designee's action.
2. The city council shall act to affirm or reverse, in whole or in part, or modify the city administrator or designee's decision. Any action to grant an open space maintenance agreement, either through affirmation, modification, or reversal of the city administrator or designee's decision, must include required findings as provided in this chapter.

12.28.090 Effect Of Approval

Open space maintenance agreements are intended to run with the land. All open space maintenance agreements shall be valid for a period of ten years from the date it is executed by both parties. Thereafter, the agreement shall continue from year to year by automatic renewal unless it is terminated through written notice by either party or through breach of agreement terms.

12.28.100 Irrigation And Grading

The property owner shall coordinate with city staff on any alteration and/or repair of city irrigation systems or the creation of a new irrigation system within the private maintenance area. The property owner shall also coordinate with city staff on any grading of the property.

After receiving approval, the property owner shall not dig on the property without first having the property blue staked.

12.28.110 Costs

The property owner shall bear all costs related to the improvements and maintenance.

12.28.120 City Rights

Open space maintenance agreements do not limit the City or Highland resident's right to and enjoyment of the property, including access to and right of entry upon property at any time. The city may conduct its own infrastructure and trails maintenance on the property and use property according to city needs.

12.28.130 Pressurized Irrigation Water

The water shares for the open space property have already been dedicated to Highland City as a part of the development process and as such no new water shares need to be allocated to the open space property.

ATTACHMENT 4:

MAINTENANCE AGREEMENT

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

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

WHEREAS, Resident desires to improve and maintain Property for the public good; and

WHEREAS, City has determined that it is in the public interest to enter into this Agreement;

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

TERMS

1. PROPERTY. The Property associated with this Agreement is the open space adjacent to Resident's property, specifically described and set forth in Exhibit "A". Property's boundaries shall be established by the City.

2. AUTHORIZATION TO IMPROVE AND MAINTAIN PROPERTY. City authorizes Resident to make certain improvements as described herein ("Improvements") and to maintain the Property in a manner that contributes to the beautification of the City. Resident understands that Improvements and maintenance costs are the responsibility of Resident. City shall not be responsible to reimburse, repair, or maintain any Improvements made by Resident, or to indemnify or otherwise compensate Resident for any damage, loss, or injury caused by the City's or the public's use of the Property.

3. DUTIES OF RESIDENT. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of Property, and agrees to comply with all laws and City Ordinances in maintaining Property. Resident shall not allow any nuisance, hazard, or unsightly debris upon Property.

4. USE OF PROPERTY. This Agreement does NOT convey any easement, interest, lease or property right to Resident. No use shall interfere with Property's primary purpose as open space. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. Resident's use of Property is non-exclusive. Any uses of Property shall be consistent with a residential character. No commercial uses of the Property are permitted.

5. COVENANT TO RUN WITH THE LAND. This Agreement is intended by the parties to run with the land, and its benefits and obligations shall inure to the successor-owners of Resident's property. Resident agrees that City may record this Agreement upon Resident's property to notify future owners.

6. TERM. The initial term is for ten (10) years from the date it is executed by both parties. Thereafter, the Agreement shall continue from year to year by automatic renewal unless terminated as provided herein.

7. TERMINATION. This Agreement shall be terminated for cause immediately upon a material breach of any term herein. At the parties' discretion, this Agreement may be terminated after the initial 10 year term upon written notice by either party. Upon termination, Resident shall be responsible for removing without compensation any and all improvements installed by Resident that the City requests be removed. If Resident fails to remove any such improvements, Resident agrees that the City may remove the improvements and charge the costs of doing so to Resident.

8. IMPROVEMENT PLAN. Resident agrees not to install Improvements upon Property until it has submitted an Improvement Plan and obtained written approval from the City. The Improvement Plan shall show with reasonable detail the planned Improvements and landscape plan. City has the ability to approve or deny any Improvement at its discretion (for general guidelines, *see* 'Permitted and Prohibited Improvements' below). Improvements must be made within 365 days of approval by the City. If Resident does not follow the approved Improvement Plan, such is considered a material breach of this Agreement and may cause this Agreement to be terminated by City. Resident shall obtain prior City approval of any desired amendments, additions, or changes to the Improvement Plan according to the process set forth in this Agreement.

9. APPEAL. If Resident's Improvement Plan is denied, Resident may appeal the decision to the City Council within 14 days of the denial by submitting a written notice of appeal to the City Recorder or designee.

10. PERMITTED AND PROHIBITED IMPROVEMENTS. The intent of this Agreement is to encourage private initiative and to incentive Resident to beautify City's open space by allowing Resident to enter upon and enjoy the use of Property. Both Resident and City benefit from this mutual cooperation. However, City does not want to foster a sense of entitlement on the part of Resident, who does not own or control Property. To balance these objectives, City has created guidelines to assist staff in determining what Improvements are appropriate for public open space when it is maintained by a private party. In that spirit, Resident acknowledges that Improvements are intended for the public good, and should not convey the impression that Property is an extension of Resident's own parcel.

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

    A. Grass and sprinkler systems
    B. Small vegetation, flowers and bushes
    C. Desert landscaping
    D. Curbing around flower beds
    E. Small gardens
    F. Temporary fences or enclosures around gardens during growing season
    G. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

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

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

11. CITY'S RIGHTS UNAFFECTED. Nothing in this Agreement limits the City's or the public's right to and enjoyment of the Property, including access to and right of entry upon Property at any time. City may conduct its own infrastructure and trails maintenance on Property and use Property according to City's needs.

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

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

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

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

HIGHLAND CITY

_____
CITY ADMINISTRATOR
DATE:

Attest:

_____
CITY RECORDER

RESIDENT

_____
NAME:
DATE:

RESIDENT

_____
NAME:
DATE:

SUBSCRIBED AND SWORN before me this day of _____, 20____.

_____
NOTARY PUBLIC

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #5

DATE: July 7, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Tara Tannahill
Planner and GIS Analyst

SUBJECT: **ACTION** – Approval of Open Space Maintenance Plan for Shane and Kaylee Manwaring for property in the Chamberry Fields Subdivision. *Administrative*

PURPOSE:
The City Council will consider a request by Shane and Kaylee Manwaring for open space maintenance plan for property adjacent to lot #111 in the Chamberry Fields Subdivision. The City Council will take appropriate action.

BACKGROUND:
On May 25, 2020 the property owner of lot #111 (Shane and Kaylee Manwaring) applied for an open space maintenance agreement. They are proposing grass, trees, grading the property to match elevation of the applicant's lot, and garden boxes. The property is approximately 6,156 square feet.

On April 19, 2011 the City Council approved the Subdivision Maintenance Plan and lifting the moratorium for open space agreements in the Chamberry Fields subdivision. As part of the motion lots 110 and 111 may maintain City property adjacent to their south property line in the future (see attachment 3 for the City Council minutes)

On January 10, 2017 the City Council approved an amendment to Chapter 12.28 to only have maintenance agreements for properties that cannot be sold (See attachment 4 for the City Council Minutes).

Property owners surrounding open space land that is eligible for private maintenance may submit an open space subdivision maintenance plan to city council. The city council shall then approve, approve with conditions, or deny the open space subdivision maintenance plan. The open space subdivision maintenance plan shall identify the property which is eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property.

An open space subdivision maintenance plan" means a plan approved by the city council which specifies publicly owned land that is available for private maintenance and the level or type of landscape improvements that can be installed by a private property owner for a specific subdivision.

Once an open space subdivision plan has been approved by city council, each individual property owner must enter into an open space maintenance agreement on a form approved by the city council prior to installation or construction of any improvements (Attachment 7). The agreement shall allow the city to access and maintain the property as needed for public infrastructure installation and maintenance. Said agreement shall be maintained in the office of the city recorder. In addition, notes on the agreement shall be made in the utility account of the property owner. Ownership of property remains with the city and the agreement does not imply any transfer of ownership or control of the land. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of the property.

Staff has received complaints in the past where private owners have limited access to public property.

Open Space Maintenance Agreement approval is a *administrative* process.

SUMMARY OF THE REQUEST:

1. The applicant is requesting approval of an open space maintenance plan for 6,156 square feet.

2. The maintenance plan includes grass, trees, garden boxes, and to grade the property so elevations match with the applicant's property.

3. Rocky Mountain Power has a high voltage power line (red on map) and pull vaults for the power lines or conductor (black square on the map) in the property and will need to be able to maintain access to the property (see attachment 5 for the Utility Map for Rocky Mountain Power). Staff is verifying with Rocky Mountain Power if they approve the maintenance plan.

4. The trail behind the home is currently designated as a connector trail on the Highland City trails map (see attachment 6 for the trails map).

5. Staff is proposing three stipulations:
    a. Installation of the sprinklers shall be approved by the park's superintendent.
    b. Type and placement of the trees shall be approved by the Park's Superintendent and City Engineer.
    c. Grading of the lot shall be approved by the City Engineer.

CITIZEN PARTICIPATION:

Notice of the City Council meeting was mailed to all property owners within 250 feet of the proposed site on June 22, 2020. No written correspondence has been received.

CONCLUSION:

The City Council will need to hold a public meeting and determine if the proposed maintenance plan is in keeping with the intent of the City Council for maintenance agreements. The Council should also provide appropriate direction if additional restrictions or other criteria is to be addressed in the Open Space Maintenance Agreement.

RECOMMENDATION:

I move that the City Council authorize staff to execute an open space maintenance agreement with Shane and Kaylee Manwaring with the following stipulations:

1) Installation of the sprinklers shall be approved by the park's superintendent.
2) Type and placement of the trees shall be approved by the Park's Superintendent and City Engineer.
3) Grading of the lot shall be approved by the City Engineer.
4) The maintenance plan shall be approved by Rocky Mountain Power.

PROPOSED MOTIONS:

I move that the City Council authorize staff to execute an open space maintenance plan with Shane and Kaylee Manwaring subject to the four stipulations recommended by staff.

OR

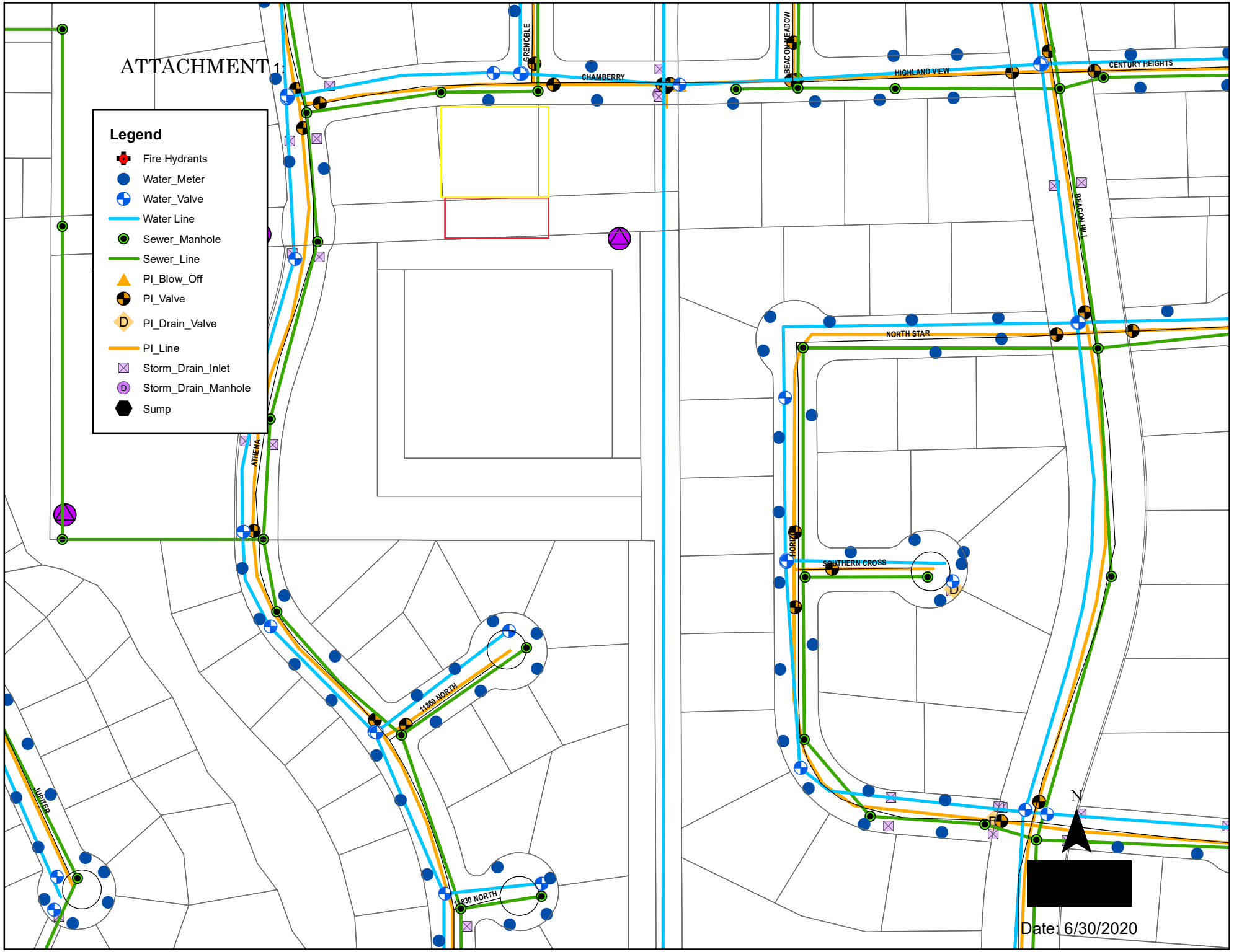
I move that the City Council deny the open space maintenance plan.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Vicinity Map
2. Narrative and Plan
3. April 19, 2011 City Council Minutes
4. January 10, 2017 City Council Minutes
5. Rocky Mountain Power Utility Map
6. Highland City Trails Map
7. Chapter 12.28 Private Maintenance of Public Open Space
8. Open Space Maintenance Agreement


ATTACHMENT 1:
Legend
Fire Hydrants
Water_Meter
Water_Valve
Water Line
Sewer_Manhole
Sewer_Line
PI_Blow_Off
PI_Valve
PI_Drain_Valve
PI_Line
Storm_Drain_Inlet
Storm_Drain_Manhole
Sump
CHAMBERRY
HIGHLAND VIEW
CENTURY HEIGHTS
BEACON HILL
NORTH STAR
SOUTHERN CROSS
ATHENA
JUPITER
11880 NORTH
11830 NORTH
N
[redacted]
Date: 6/30/2020

ATTACHMENT 2:

To whom it may concern,

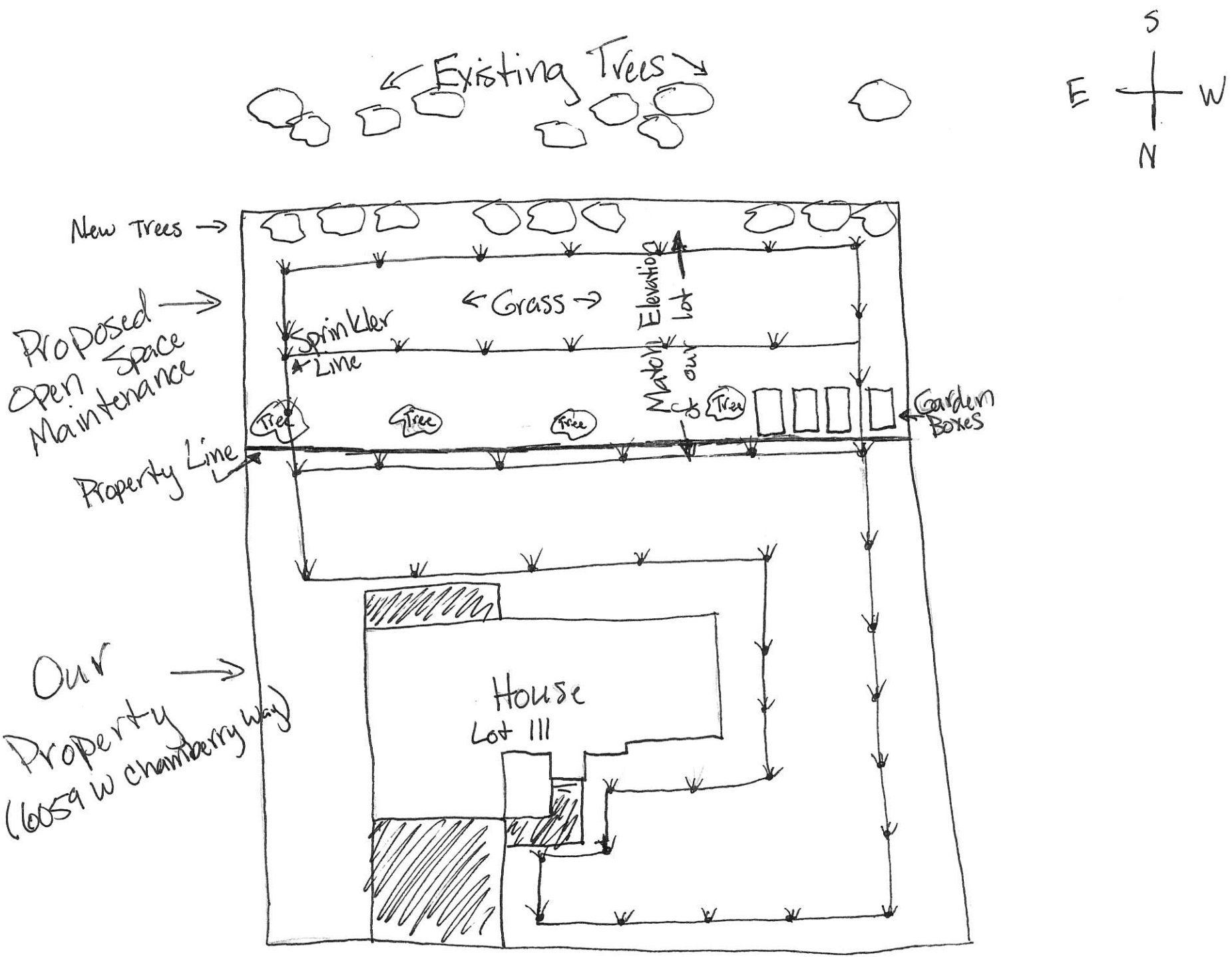
We, Shane and Kaylee Manwaring, are submitting this open space maintenance application for the purposes of improving and maintaining the land directly behind our property at 6059 W Chamberry Way, Highland, UT 84003.

We have provided a drawing that outlines what we hope to improve on Highland City property. We wish to match Highland City's property to the same elevation as our property. We wish to install more trees on the south end of the property as well as a few on the north end of the open space. We wish to install sprinkler lines to water new trees and also plant grass and water the grass. We wish to place a few above ground garden boxes on the north west corner of the open space.

These improvements will match what existing owners have done to improve this open space just to the east of us. Further, we agree to maintain and keep in good repair all trees, sprinklers and grass on Highland City's open space property where we place them.

Sincerely,

Shane and Kaylee Manwaring


Existing Trees
S
E
W
N
New Trees
Proposed Open Space Maintenance
Grass
Sprinkler Line
Elevation Lot
Property Line
Tree
Tree
Tree
Tree
Garden Boxes
Our Property (6059 W Chambery Way)
House
Lot 111

ATTACHMENT 3:
City Council Minutes April 19, 2011:

MOTION – Approving a Subdivision Maintenance Plan and lifting of the moratorium for open space agreements in the Chamberry Fields subdivision at approximately 6030 West 12000 North (Agenda Item 6)

The Open Space Committee has developed a subdivision maintenance plan for the Chamberry Fields subdivision. The purpose of the subdivision maintenance plan is to identify the property which is eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property. Once a subdivision maintenance plan is approved, the City Council may lift the moratorium on open space agreements for that specific subdivision.

Nathan Crane indicated the Open Space Committee has developed a subdivision maintenance plan for the Chamberry Fields subdivision. The proposed plan would allow property owners of lots 110-115 and 201-210 to maintain the area adjacent to their lots.

Lots 210-204 would have a 5-25' retaining wall directly adjacent to future 20' trail system. To block view of the substation Lots 118, 111, 110 would like City and/or Tree Commission to plant natural screen such as evergreen trees, shrubs, etc. Lots 204-201, 115-118 are adjacent to water/canal easement. These owners would like to re-grade the easement area to redirect the water flows.

Lance Greer, resident, indicated the rock retaining wall starts on Lots 202 through 204. He outlined the layout of specific lots in the subdivision with regard to drainage. He indicated a makeshift ditch has been constructed to handle issues with flooding. A grading plan will be put together to mitigate draining and flooding in all areas. He indicated something needs to be done with drainage since the soil is clay. Installation of sod will help control erosion.

Kristi Vick from the Open Space Committee reviewed specifics of the recommendation from the Committee. She indicated the City Council had pictures that show the ditch as well as the drainage concerns. She indicated she screens a lot of comments of maintenance and she did not include those comments because she felt it was beyond the scope of the discussion this evening. She reviewed the following:

1. Signatures were received from residents who approve of the Open Space Maintenance application.
a. 34 total building lots
b. 7 vacant lots
c. One rental

Of those:

1. 16 eligible lots – 2 vacant, 1 rental
2. 12 lots not eligible and not backing open space – 4 vacant
3. 6 lots not eligible backing semi-improved open space – one vacant

She reviewed safety issues in the subdivision as follows:

1. Lots 210-204 have 5-25' retaining wall directly adjacent to future 20' trail system. Poses concern for safety along trail system, privacy concerns, and decreased

ability to maintain eligible open space. Many want to protect adjacent open space but would like to see wider trail system for trail safety (adjacent wall), security issues, and ability to place privacy fence. Would like to see current trail regulations (50' wide) implemented when land to north is developed that participates in portion of open space for neighborhood trail.

2. Lot E in open space has open canal drainage directly adjacent to playground. Concerns with small children being attracted to drainage grate and mosquito infestations directly adjacent to playground, trail systems, and homes. Drainage flows across trail system on Lot F into Lot C and is damaging trail system. Enclosure of canal recommended.

3. Ithica Road routinely has cars speeding along road with steep grade adjacent to open space and playground (Lot E). Speed bump recommended.

Any special circumstances impacting improvements including parks and trails were noted as follows:

1. Lots 210-204 as above in 2.

2. Lots 118, 111, 110 to block view of substation would like city to plant, Tree Commission to plant, and also allow planting of natural screen such as evergreen trees, shrubs, etc. previously planned for improvements in the original subdivision plat map approval from the Planning Commission recommendations.

3. Lots 204-201, 115-118 adjacent to water/canal easement. Would be submitted with city engineer review. Plan to grade open space level and retain current drainage ditch on east side of open space.

There are no known existing improvements or agreements for previous or current eligible property. There are no known copies of existing agreements between the city and subdivision residents.

Scott Smith thanked Kristi Vick for her efforts on the Committee. He asked about Lot 116 and Ms. Vick indicated those residents had been out of town and may be interested at some point in maintaining the area. Scott Smith asked about the drainage area near the playground in the subdivision and Matt Shipp indicated it does follow drainage out into the street.

Kathryn Schramm thanked Kristi Vick. She stated her feeling that the City Council approved a format with very precise things that residents could or could not do. Ms. Vick stated that even if Lots 204 though 210 may not install sod, they could still install bushes/shrubs and meet the 75% vegetation.

John Park indicated the City Council is simply approving guidelines and the Review Committee then approves the actual agreement with each individual property owner. Kathryn Schramm stated she is not sure what she is approving and John Park agreed there are some items recommended by the Open Space Committee that should be removed from the City Council approval, such as the canal drainage adjacent to the playground and the tree planting adjacent to the substation.

Ms. Vick gave specifics of what the City Council should be approving. She stated the while some things are not included in the ordinance for Private Maintenance of Public Open Space they do need to be addressed, including issues with mitigating flooding of homes.

Much discussion took place. Some felt grading in this area was necessary.

Mr. Crane indicated there were many concerns of the residents and subdivision that were addressed in plan that are a separate issue and not part of the open space maintenance agreement such as the speed bump, however landscaping could be addressed. He stated the other items were provided more for information purposes rather than items to be included with approval of the plan.

John Park indicated he and the City Engineer can change the grading to fit needs anywhere. He suggested it be left out of the maintenance plan and let the City Engineer address it, as it is the City's own property.

Larry Mendenhall indicated that the items regarding the speed bump and the trees to block the substation are beyond the scope of the maintenance ordinance. He also noted it implies an obligation of the City to plant the trees at the substation. He was okay with the grading because it is required to be approved by the City Engineer.

Kathryn Schramm asked Matt Shipp about the grading issue. Matt Shipp indicated the City does not have the equipment for grading but it is relatively inexpensive to hire out.

Mr. Greer indicated it was their intent to do the grading themselves based on a plan to be approved by the City. He stated there are drainage issues now so he does not think there would be an increased risk.

Brian Braithwaite also expressed appreciation to Kristi Vick and stated this request included more information about concerns than previous Maintenance Plans in other subdivisions have.

Kristi Vick stated the additional issues were something that were very important to residents in the subdivision and she has ensured the residents it would be brought to the City Council's attention even though it may not be part of the plan or agreements.

MOTION: Brian Braithwaite moved to approve the Subdivision Maintenance Plan and lifting of the moratorium for open space agreements in the Chamberry Fields subdivision at approximately 6030 West 12000 North as follows:

1. Lots 204-210 may maintain City property adjacent to their north property line (apx 10 feet);
2. Lots 201-204 and Lots 115-118 may maintain City property adjacent to their east property line (apx 30 feet);
3. Lot 118 may maintain City property adjacent to their south property line (approximately 50 feet);
4. Lots 110 and 111 (future development) may maintain City property adjacent to their south property line in the future;
5. Residents shall meet with the City Engineer and have the ability to work on grading of the property behind the appropriate homes; and
6. City staff is directed to meet with residents on installing a speed bump along Ithica Road and the piping of the drainage near the playground.

Scott Smith seconded the motion.

Tom Butler noted the open space was dedicated to the City in 2004. He noted open space cannot be sold for 15 years unless it is deeded back to the original developer. He wondered about the possibility going forward to make agreements subject to 10 years or until the 15 year holding period as required by State Law, whichever occurs first.

Scott Smith indicated this has been discussed a great deal with the Open Space Committee. He feels the problem occurs when money is spent on the improvements and if the agreement does not go for 10 years some might get frustrated at spending the money on the improvements. The City may decide to go another direction if the 15 year restriction ends prior to the 10 year term of the agreement.

Kristi Vick stated she thinks people are just tired of seeing "natural vegetation". She indicated that some people have told her they are not interested in installing improvements until the issues of property disposal are resolved.

Discussion took place on the issue. It was noted there is a two-year notice for cancellation and many felt it should be left at a term of 10 years.

Scott Smith commented that the City Council will need to come to a decision about orphaned property in the City. He indicated that many times the Federal Government gives first right of refusal to adjacent property owner who is already maintaining the open space. John Park noted that under State Law if the City vacates property the first right of refusal goes to the person that gave the property to the City, secondly is the adjacent land owner.

Much additional discussion took place.

Mayor Ritchie called for a vote on the motion. Those voting aye: Brian W. Braithwaite, Tom Butler, Larry Mendenhall, Kathryn Schramm, and Scott Smith. The motion passed with a unanimous vote.

Teri German reported that she had been visiting with residents regarding the referendum, and almost every response has been in favor of keeping R-1-40 as the standard zoning in Highland. She also stated that many residents feel that the City has not been listening to their concerns about this issue. If the City Council determined that R-1-30 should be the new standard, Ms. German suggested that the ordinance be refined and clarified to eliminate any confusion regarding the application of the zone. Ms. German encouraged the approval of the moratorium.

Neil Evans expressed his support for the proposed resolution. He had also been speaking with other residents about the referendum and the response was overwhelmingly in favor of the R-1-40 zoning.

There was a brief discussion regarding the specific language of the survey in regards to R-1-30 and R-1-40 zoning. Erin Wells, Assistant to the City Administrator, presented the two survey questions regarding zoning, density, and lot size preference.

Mayor Thompson explained that the R-1-30 zone was created in an attempt to resolve some existing issues with the R-1-40 zoning. He stated that the City probably should have spent more time in reviewing the zoning ordinance before it was adopted.

Councilman Brian Braithwaite noted that the need to amend and refine an ordinance should not reflect badly on the City. It would be worth taking the time to get an ordinance to work for the City.

Councilman Ed Dennis briefly addressed the R-1-30 zone in relation to the Moderate to Low Income Housing report that would be discussed later in the meeting. He felt that the R-1-30 zone should be stricken from the report if the proposed resolution was passed. Councilman Dennis did not believe that the City was meeting the letter or the spirit of that report.

MOTION: Councilman Brian Braithwaite moved the City Council adopt an Ordinance of a Temporary Land Use Regulation Prohibiting the Application and Approval of Re-Zoning Request for up to Six Months for the R-1-30 Zone.

Councilman Rod Mann seconded the motion.

Those voting aye: Rod Mann, Tim Irwin, Dennis LeBaron, Brian Braithwaite
Those voting nay: Ed Dennis
Motion carried, 4 to 1.

9. ORDINANCE: Approval of an Open Space Maintenance Agreement and Amendments to Highland City Municipal Code Section 12.28 - Private Maintenance of Public Open Space Property

BACKGROUND: In October 2016, a resident petitioned City Council to remove the moratorium for Open Space Maintenance agreements. Since that time Staff, Council, and the Open Space Committee have discussed the agreements and worked on multiple drafts of a new agreement. Attached is the product of that work and final proposed draft of the Open Space Maintenance

Agreement. Also attached is the proposed update to Municipal Code 12.28 that corresponds with the new agreement. If City Council approves the new agreement and ordinance change, open space property that cannot be disposed of will now be available for private maintenance. Subdivisions would first need to conduct public noticing and come to City Council and obtain approval of a Subdivision Maintenance Plan. Afterwards, individual property owners would apply with staff to obtain an Open Space Maintenance Agreement. The Agreements would not transfer ownership of the land. They simply allow private property owners to maintain the open space property adjacent to their own. In addition, the City would still be able to access the property and conduct maintenance as needed.

Erin Wells presented the information above and a list of allowed improvement to a property under an Open Space Maintenance Agreement, as well as some forbidden uses. She noted that fiscally, the resident would be responsible for any improvement costs, but pressurized irrigation cross charges would be the responsibility of Highland City.

Councilman Brian Braithwaite was concerned about the language of the ordinance regarding fiscal responsibilities of the resident and City. He wanted it clear that the City was not responsible for obtaining additional water shares for the properties, but they would be responsible for water costs that could be assessed in the future if there was ever a change in how that was calculated, such as the installation of meters.

Councilman Ed Dennis stated that the property still belongs to the City. He argued that the City would be unable to pass the pressurized irrigation costs to the land owner that this time because there was no way of knowing how much was being used.

Erin Wells stated that the language was included because the City Council had suggested that the City should bear the cost of the water. Admittedly, staff had not considered meters when crafting the language, as the current calculation for water costs was based on square footage.

Councilman Brian Braithwaite commented that the language made it seem like that City would be responsible for delivering the water to the property from City pipes, which would be very expensive. He wanted to make it clear that the resident would not have to buy additional water shares, but that the resident is responsible for everything else. Councilman Braithwaite was concerned that the residents would have no restrictions on water usage, and Councilman Ed Dennis argued that no residents in the City have restrictions because nothing is metered.

Todd Trane, City Engineer, stated that the method for billing pressurized irrigation water could change in the future. Any resident participating in an Open Space Maintenance Agreement would be using more water than they normally would because of the additional property. If the City is to pay for the water, it will require the City to payout more in the future than they are now with water shares.

Councilman Ed Dennis argued that the City was already absorbing all of the water costs for all of the open space. He believed that any open space subdivision would provide adequate shares to water all of the property. Councilman Brian Braithwaite stated that no one was arguing that point. The language did not pose a concern with how the water was calculated today, and it

would not be a concern if meters were never installed. He wanted the language to protect the City in case meters were installed in the future. The City should not be responsible for the cost of piping.

Mayor Thompson asked that the City Council decide whether the City should be paying for the cost of water or not. There was continued discussion regarding pumping costs and potential metering.

Todd Trane commented that any property that could be under an Open Space Maintenance Agreement would not be adding enough square footage to make a substantial difference on their bill, even with metering. Erin Wells confirmed that there were only four properties in Highland City that could enter into this kind of agreement, and they were all small.

Warren Hansen, a resident, asked why the City couldn't sell these properties at a discounted price to interested residents.

Mayor Thompson explained that the City wanted to continue to have access to the utilities beneath the properties.

After further discussion, it was determined that the City would not be assessing an additional rate to the home owner for the City property. The ordinance would be readdressed if and when meters were installed.

MOTION: Councilman Brian Braithwaite moved the City Council adopt an Ordinance approving an Open Space Maintenance Agreement and Amendments to Highland City Municipal Code Section 12.28, Private Maintenance of Public Open Space, with the language regarding Pressurized Irrigation costs being struck.

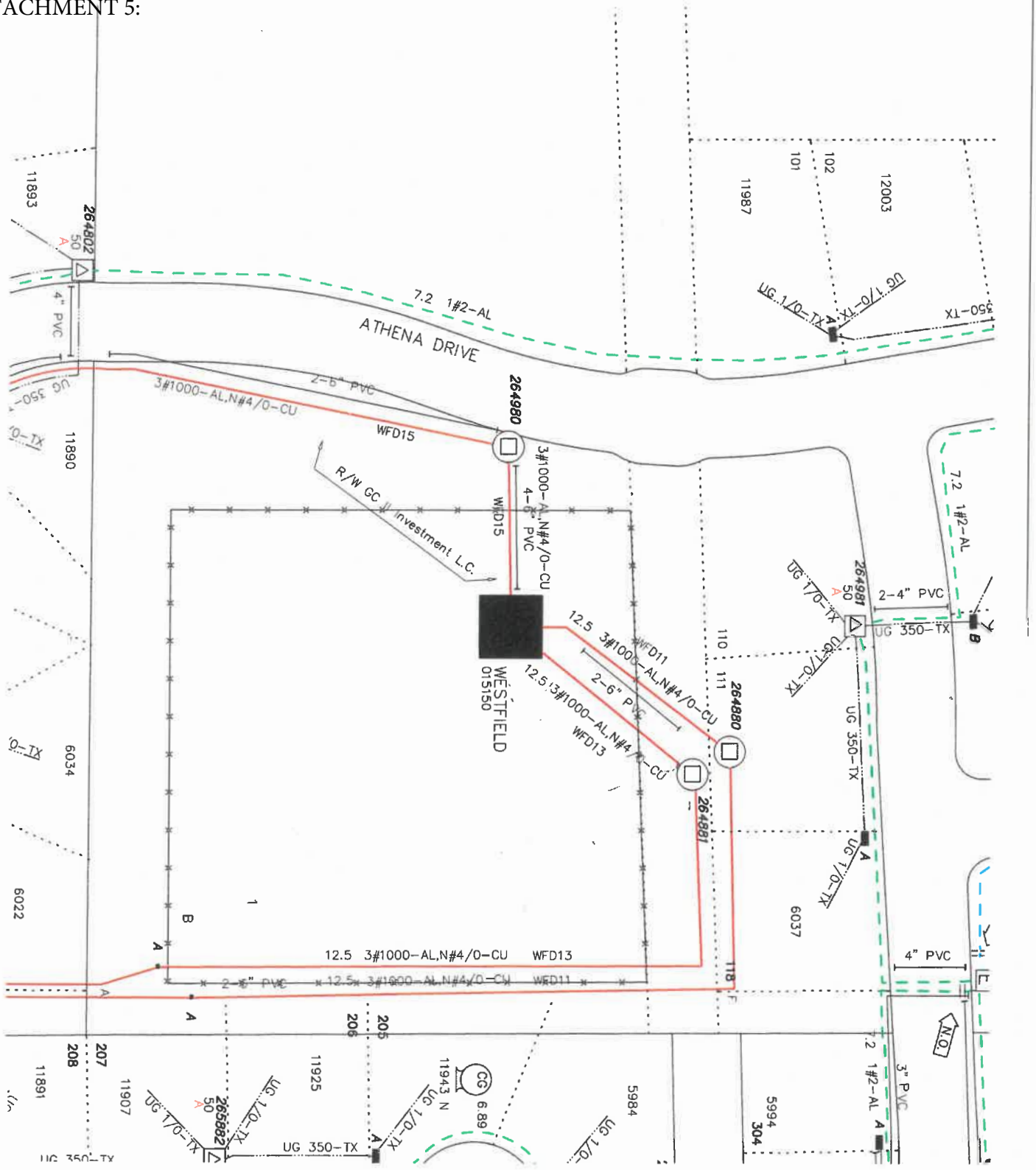
Councilman Rod Mann seconded the motion.

Those voting aye: Dennis LeBaron, Rod Mann, Brian Braithwaite, Tim Irwin, Ed Dennis
Those voting nay: None
Motion carried.

10. MOTION/RESOLUTION: Dissolution of the North Utah County Aquifer Association and the Creation of the North Utah County Aquifer Council.

BACKGROUND: This item was originally considered at the November 1, 2016 City Council meeting. Minor changes to the interloacal agreement have been made and it is ready for formal adoption. In 2009, Highland City signed an Interlocal Agreement to become part of a collation to perform a feasibility study regarding the potential for recharging the ground water in Utah County. The group was called the North Utah County Aquifer Association. The Association had the power to conduct a feasibility study regarding the potential of recharging the ground water. The study was managed by the Central Utah Water Conservancy District. The Board could not incur debt or contractual liability in excess of $250,000. The Association has been meeting since 2009. The feasibility study has been completed. It was presented to the Council in a work

ATTACHMENT 5:



Foreman		Emp #	Job Start Date	
CC# 11421	WO# / REQ# CDAPPT006	Map String 11404001.0	Job Comp Date	
CUSTOMER : ADDRESS :			Circuit WFD13	Post Jobs ☐ RQII ☐ Posted ☐

PACIFICORP
A BERKSHIRE HATHAWAY ENERGY COMPANY

1 OF 1

EST ID#	Print Date	Scale
106.3.3	06/24/20	1=100'

CITY OF HIGHLAND
Trails

TRAILS NETWORK

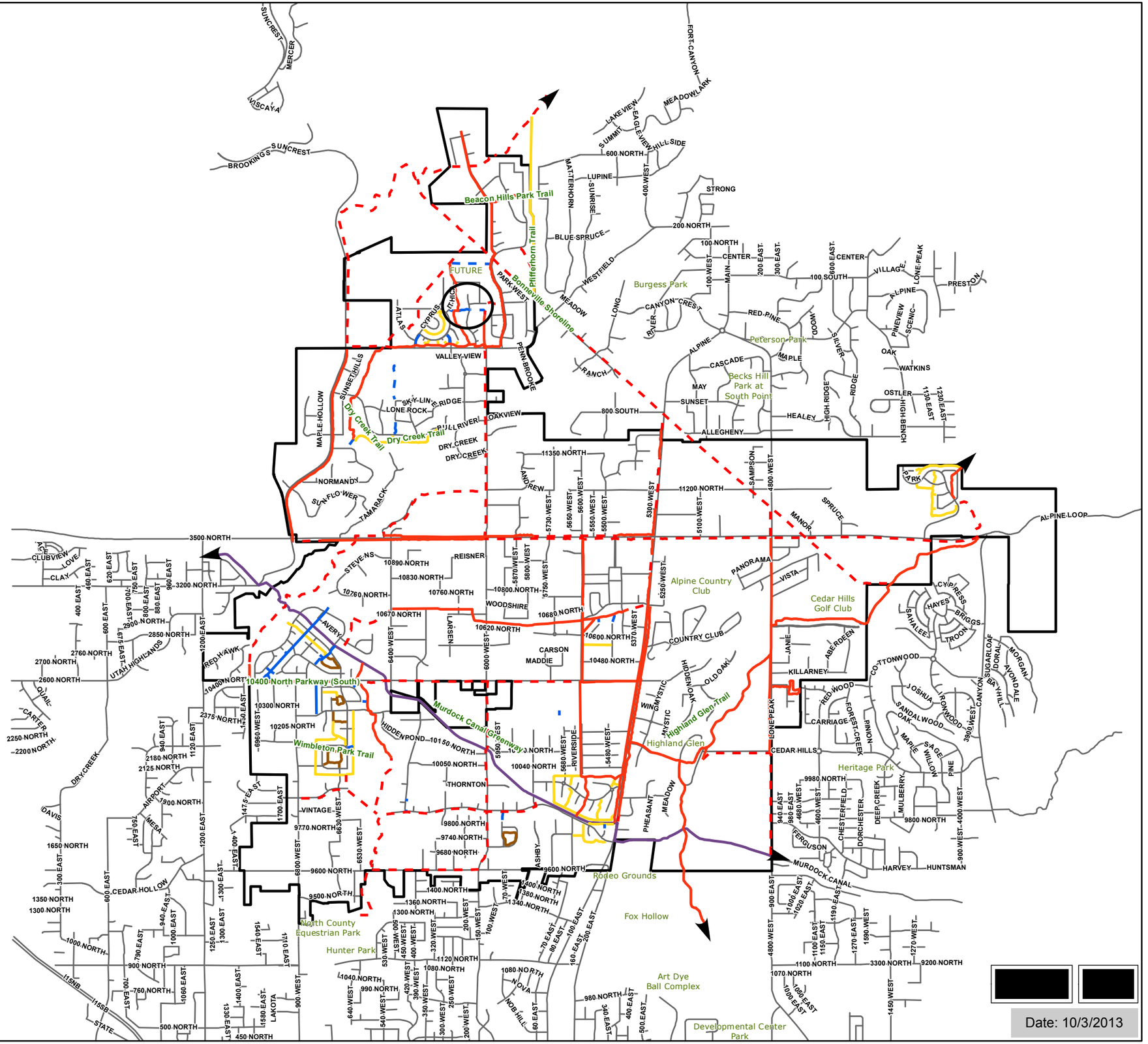
- Main City Trail
- Proposed Main City Trail
- Connector Trail
- Proposed Connector Trail
- Neighborhood Option Trail
- Neighborhood Trail
- Murdock Connector Trail

N

0 2,500 5,000

FEET

[redacted]



Date: 10/3/2013

ATTACHMENT 7:

Chapter 12.28 PRIVATE MAINTENANCE OF PUBLIC OPEN SPACE PROPERTY

12.28.010 Purpose
12.28.020 Definitions
12.28.030 Open Space Subdivision Maintenance Plan
12.28.040 Public Notice
12.28.050 Open Space Maintenance Agreement
12.28.060 Submittal Requirements
12.28.070 Review And Approval
12.28.080 Appeal
12.28.090 Effect Of Approval
12.28.100 Irrigation And Grading
12.28.110 Costs
12.28.120 City Rights
12.28.130 Pressurized Irrigation Water

12.28.010 Purpose

If a piece of open space land cannot be disposed of, city council may allow private maintenance of the property subject that such maintenance is in the public interest. The purpose of this chapter is to outline the process of Open Space Maintenance Agreements.

12.28.020 Definitions

For the purpose of this chapter the following words and phrases shall have the following meanings:

"Open space land" means land owned by the city and designated by the city for the use of the residents of Highland.

"Open space maintenance agreement" means an agreement between the city and a private property owner allowing for the maintenance of specifically defined public open space property.

"Open space subdivision maintenance plan" means a plan approved by the city council which specifies publicly owned land that is available for private maintenance and the level or type of landscape improvements that can be installed by a private property owner for a specific subdivision.

12.28.030 Open Space Subdivision Maintenance Plan

Property owners surrounding open space land that is eligible for private maintenance may submit a open space subdivision maintenance plan to city council. The city council shall then approve, approve with conditions, or deny the open space subdivision maintenance plan. The open space subdivision maintenance plan shall identify the property which is eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property.

12.28.040 Public Notice

No open space subdivision maintenance plan shall be acted upon without first providing public notice as follows:

1. All property owners within two hundred fifty feet of the exterior boundaries of the property subject to the application, including the proposed area for maintenance, as shown on the last assessment of the property shall be sent notice by first class mail, postmarked at least fourteen days prior to the city council acting upon the plan. Included in the notice shall be the proposed open space subdivision maintenance plan. It shall be the responsibility of the city to mail the notice. Residents submitting the proposed plan will provide addressed and stamped envelopes of property owners within two hundred fifty feet of the exterior boundaries of the residents' property and the subject property.
2. A notice shall be posted on or near the subject property in at least one location on a form prescribed by the city staff. The posted notice shall be placed on the property at least fourteen days prior to the city council acting upon the plan. It shall be the responsibility of the applicant to post and maintain the sign for the entire fourteen days.
3. Notwithstanding the notice requirements set forth in this section, the failure of any person or entity to receive notice shall not constitute grounds for any court to invalidate the action for which the notice was given.

12.28.050 Open Space Maintenance Agreement

Once an open space subdivision plan has been approved by city council, each individual property owner must enter into an open space maintenance agreement on a form approved by the city council prior to installation or construction of any improvements. The agreement shall allow the city to access and maintain the property as needed for public infrastructure installation and maintenance. Said agreement shall be maintained in the office of the city recorder. In addition, notes on the agreement shall be made in the utility account of the property owner. Ownership of property remains with the city and the agreement does not imply any transfer of ownership or control of the land. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of the property.

12.28.060 Submittal Requirements

An application for an open space maintenance agreement area shall contain:

1. Completed application form and fee.
2. Completed open space maintenance agreement.
3. A conceptual improvement plan that shows with a reasonable detail level the planned improvements and landscape plan.
4. Additional information as specified by city staff.

12.28.070 Review And Approval

1. All applications for open space maintenance agreements shall be transmitted to the city administrator or designee for review.

2. The city administrator or designee shall make the following findings before approving an open space maintenance agreement:

    1. That the proposed improvements are consistent with and meet the requirements of the open space subdivision maintenance agreement approved by the city council.
    2. That the proposed agreement will not be materially detrimental to the health, safety or general welfare of homeowners, persons residing, or working within the neighborhood of the proposed agreement, or have an adverse effect on the property, or adjacent properties.
    3. That the proposed improvements will not be materially detrimental to the property's unique characteristics, utilities, easements, or encumbrances that prohibit the land from being sold.
3. The city administrator or designee may approve, approve with conditions, or deny any application after review of the application. The city administrator or designee may place any conditions which are deemed necessary to mitigate potential impacts and ensure compatibility of the use with surrounding development and the city, and which are required to preserve the public health, safety and general welfare.

12.28.080 Appeal

1. The action of the city administrator or designee may be appealed to the city council by the applicant or any interested party. Such requests for appeal must be submitted on a written notice of appeal to the city recorder within fourteen days following the date of the city administrator or designee's action.
2. The city council shall act to affirm or reverse, in whole or in part, or modify the city administrator or designee's decision. Any action to grant an open space maintenance agreement, either through affirmation, modification, or reversal of the city administrator or designee's decision, must include required findings as provided in this chapter.

12.28.090 Effect Of Approval

Open space maintenance agreements are intended to run with the land. All open space maintenance agreements shall be valid for a period of ten years from the date it is executed by both parties. Thereafter, the agreement shall continue from year to year by automatic renewal unless it is terminated through written notice by either party or through breach of agreement terms.

12.28.100 Irrigation And Grading

The property owner shall coordinate with city staff on any alteration and/or repair of city irrigation systems or the creation of a new irrigation system within the private maintenance area. The property owner shall also coordinate with city staff on any grading of the property.

After receiving approval, the property owner shall not dig on the property without first having the property blue staked.

12.28.110 Costs

The property owner shall bear all costs related to the improvements and maintenance.

12.28.120 City Rights

Open space maintenance agreements do not limit the City or Highland resident's right to and enjoyment of the property, including access to and right of entry upon property at any time. The city may conduct its own infrastructure and trails maintenance on the property and use property according to city needs.

12.28.130 Pressurized Irrigation Water

The water shares for the open space property have already been dedicated to Highland City as a part of the development process and as such no new water shares need to be allocated to the open space property.

ATTACHMENT 8:

MAINTENANCE AGREEMENT

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

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

WHEREAS, Resident desires to improve and maintain Property for the public good; and

WHEREAS, City has determined that it is in the public interest to enter into this Agreement;

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

TERMS

1. PROPERTY. The Property associated with this Agreement is the open space adjacent to Resident's property, specifically described and set forth in Exhibit "A". Property's boundaries shall be established by the City.

2. AUTHORIZATION TO IMPROVE AND MAINTAIN PROPERTY. City authorizes Resident to make certain improvements as described herein ("Improvements") and to maintain the Property in a manner that contributes to the beautification of the City. Resident understands that Improvements and maintenance costs are the responsibility of Resident. City shall not be responsible to reimburse, repair, or maintain any Improvements made by Resident, or to indemnify or otherwise compensate Resident for any damage, loss, or injury caused by the City's or the public's use of the Property.

3. DUTIES OF RESIDENT. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of Property, and agrees to comply with all laws and City Ordinances in maintaining Property. Resident shall not allow any nuisance, hazard, or unsightly debris upon Property.

4. USE OF PROPERTY. This Agreement does NOT convey any easement, interest, lease or property right to Resident. No use shall interfere with Property's primary purpose as open space. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. Resident's use of Property is non-exclusive. Any uses of Property shall be consistent with a residential character. No commercial uses of the Property are permitted.

5. COVENANT TO RUN WITH THE LAND. This Agreement is intended by the parties to run with the land, and its benefits and obligations shall inure to the successor-owners of Resident's property. Resident agrees that City may record this Agreement upon Resident's property to notify future owners.

6. TERM. The initial term is for ten (10) years from the date it is executed by both parties. Thereafter, the Agreement shall continue from year to year by automatic renewal unless terminated as provided herein.

7. TERMINATION. This Agreement shall be terminated for cause immediately upon a material breach of any term herein. At the parties' discretion, this Agreement may be terminated after the initial 10 year term upon written notice by either party. Upon termination, Resident shall be responsible for removing without compensation any and all improvements installed by Resident that the City requests be removed. If Resident fails to remove any such improvements, Resident agrees that the City may remove the improvements and charge the costs of doing so to Resident.

8. IMPROVEMENT PLAN. Resident agrees not to install Improvements upon Property until it has submitted an Improvement Plan and obtained written approval from the City. The Improvement Plan shall show with reasonable detail the planned Improvements and landscape plan. City has the ability to approve or deny any Improvement at its discretion (for general guidelines, *see* 'Permitted and Prohibited Improvements' below). Improvements must be made within 365 days of approval by the City. If Resident does not follow the approved Improvement Plan, such is considered a material breach of this Agreement and may cause this Agreement to be terminated by City. Resident shall obtain prior City approval of any desired amendments, additions, or changes to the Improvement Plan according to the process set forth in this Agreement.

9. APPEAL. If Resident's Improvement Plan is denied, Resident may appeal the decision to the City Council within 14 days of the denial by submitting a written notice of appeal to the City Recorder or designee.

10. PERMITTED AND PROHIBITED IMPROVEMENTS. The intent of this Agreement is to encourage private initiative and to incentive Resident to beautify City's open space by allowing Resident to enter upon and enjoy the use of Property. Both Resident and City benefit from this mutual cooperation. However, City does not want to foster a sense of entitlement on the part of Resident, who does not own or control Property. To balance these objectives, City has created guidelines to assist staff in determining what Improvements are appropriate for public open space when it is maintained by a private party. In that spirit, Resident acknowledges that Improvements are intended for the public good, and should not convey the impression that Property is an extension of Resident's own parcel.

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

    A. Grass and sprinkler systems
    B. Small vegetation, flowers and bushes
    C. Desert landscaping
    D. Curbing around flower beds
    E. Small gardens
    F. Temporary fences or enclosures around gardens during growing season
    G. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

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

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

11. CITY'S RIGHTS UNAFFECTED. Nothing in this Agreement limits the City's or the public's right to and enjoyment of the Property, including access to and right of entry upon Property at any time. City may conduct its own infrastructure and trails maintenance on Property and use Property according to City's needs.

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

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

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

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

HIGHLAND CITY

_____
CITY ADMINISTRATOR
DATE:

Attest:

_____
CITY RECORDER

RESIDENT

_____
NAME:
DATE:

RESIDENT

_____
NAME:
DATE:

SUBSCRIBED AND SWORN before me this day of _____, 20____.

_____
NOTARY PUBLIC

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #6

DATE: July 7, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Tara Tannahill
Planner and GIS Analyst

SUBJECT: **ACTION** – Approval of Open Space Maintenance Plan for Jacob & Lori LaMarr for property in the Beacon Hills Subdivision. *Administrative*

PURPOSE:
The City Council will consider a request by Jacob & Lori LaMarr for open space maintenance plan for property adjacent to lot #304 in the Beacon Hills Subdivision. The City Council will take appropriate action.

BACKGROUND:
On June 4, 2020 the property owner of lot #304 (Jacob & Lori LaMarr) applied for an open space maintenance agreement. The applicant is only proposing grass. The property is approximately 3,354 square feet.

Property owners surrounding open space land that is eligible for private maintenance may submit an open space subdivision maintenance plan to city council. The city council shall then approve, approve with conditions, or deny the open space subdivision maintenance plan. The open space subdivision maintenance plan shall identify the property which is eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property.

An open space subdivision maintenance plan" means a plan approved by the city council which specifies publicly owned land that is available for private maintenance and the level or type of landscape improvements that can be installed by a private property owner for a specific subdivision.

Once an open space subdivision plan has been approved by city council, each individual property owner must enter into an open space maintenance agreement on a form approved by the city council prior to installation or construction of any improvements (Attachment 4). The agreement shall allow the city to access and maintain the property as needed for public infrastructure installation and maintenance. Said agreement shall be maintained in the office of the city recorder. In addition, notes on the agreement shall be made in the utility account of the property owner. Ownership of property remains with the city and the

agreement does not imply any transfer of ownership or control of the land. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of the property.

Staff has received complaints in the past where private owners have limited access to public property.

Open Space Maintenance Agreement approval is an *administrative* process.

SUMMARY OF THE REQUEST:

1. The applicant is requesting approval of an open space maintenance plan for 3,354 square feet.

2. The maintenance plan includes grass.

3. There is a main city water line under the proposed property, which makes the property not eligible to sell. This complies with Section 12.28.010 of the Municipal Code for open space maintenance agreements.

4. Property owners are required to coordinate with staff the creation of a new irrigation system within the private maintenance area and any grading of the property.

5. Staff is proposing the two stipulations to address the following issues:
    a. Trees are prohibited when there are existing water lines due to maintenance issues. Although no trees are demonstrated in the proposed plan staff has created a stipulation for this so no future trees are installed.
    b. The sprinkler system shall be approved by the parks superintended.

CITIZEN PARTICIPATION:

Notice of the City Council meeting was mailed to all property owners within 250 feet of the proposed site on June 22, 2020. Four written correspondence has been received not in favor of the proposal (Attachment 3).

CONCLUSION:

The City Council will need to hold a public meeting and determine if the proposed maintenance plan is in keeping with the intent of the City Council for maintenance agreements. The Council should also provide appropriate direction if additional restrictions or other criteria is to be addressed in the Open Space Maintenance Agreement.

RECOMMENDATION:

The Council will need to determine if a maintenance plan should be approved. If the Council chooses to approve the agreement staff is recommending the following stipulations:

1) All improvements shall comply with the proposed maintenance plan dated July 2, 2020.
2) No trees are permitted in the open space owned by Highland City.
3) The sprinkler system shall be approved by the Parks Superintendent.

PROPOSED MOTIONS:

I move that the City Council authorize staff to execute an open space maintenance plan with Jacob & Lori LaMarr subject to the three stipulations recommended by staff.

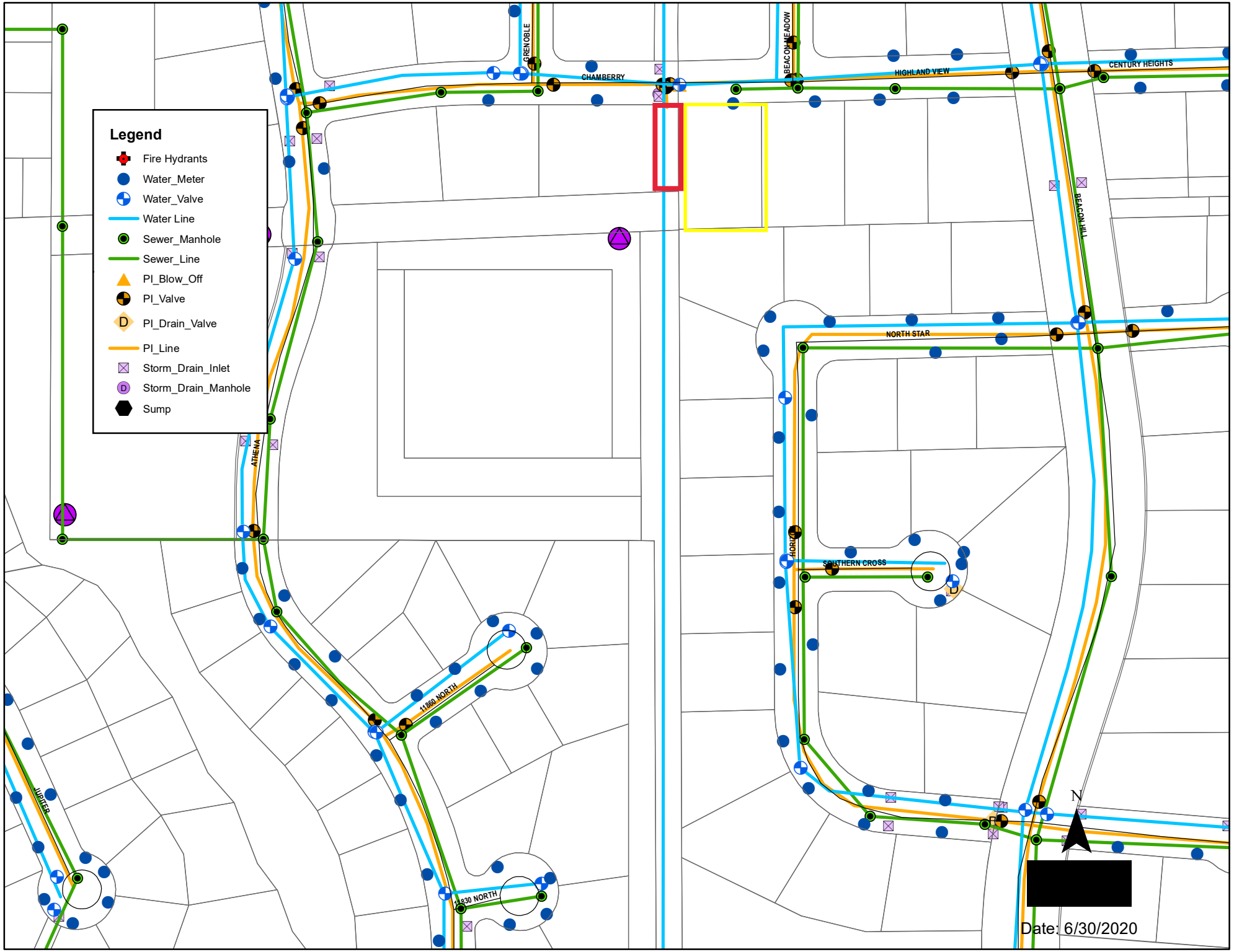
I move that the City Council deny the open space maintenance plan.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Vicinity Map
2. Narrative and Plan
3. Email Correspondence
4. Chapter 12.28 Private Maintenance of Public Open Space
5. Open Space Maintenance Agreement


Legend
Fire Hydrants
Water_Meter
Water_Valve
Water Line
Sewer_Manhole
Sewer_Line
PI_Blow_Off
PI_Valve
PI_Drain_Valve
PI_Line
Storm_Drain_Inlet
Storm_Drain_Manhole
Sump
CHAMBERRY
GRENOBLE
BEACONMEADOW
HIGHLAND VIEW
CENTURY HEIGHTS
BEACON HILL
NORTH STAR
SOUTHERN CROSS
ATHENA
11880 NORTH
11830 NORTH
JUPITER
N
Date: 6/30/2020

ATTACHMENT 2

LAMARR OPEN SPACE MAINTENANCE REQUEST
--WEST OF 5995 W HIGHLAND VIEW DR

We would just like to plant grass on this piece of property. We will put the sprinklers on our property, but shoot them to water the grass on Highland City's property.

We plan to hydroseed the area, so as part of our request, we are asking for permission to temporarily rope off the area to allow the seed to set and the roots to establish.

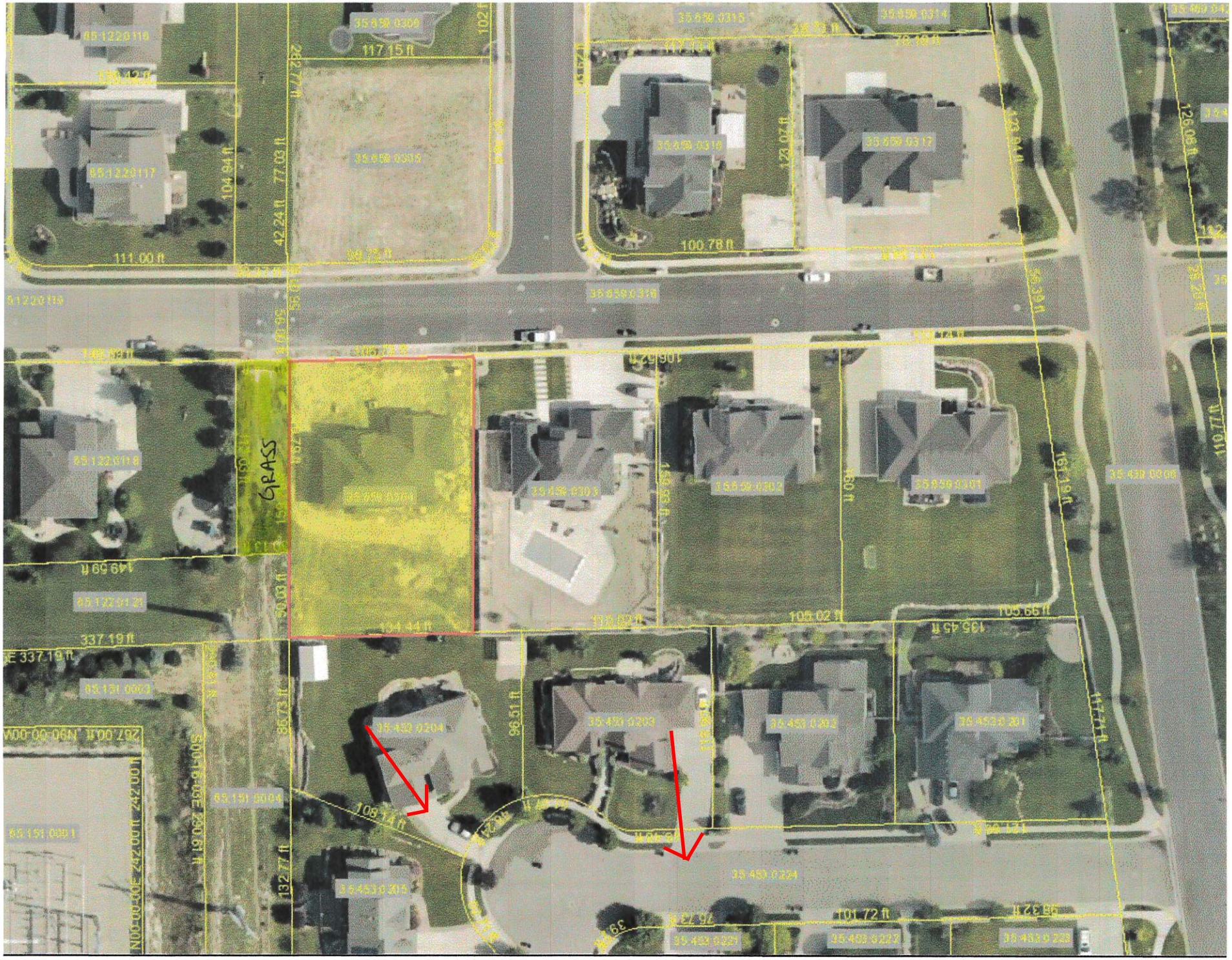


ıh County Parcel Map

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

Date: 4/30/2020

N



ıh 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, incorect data or variations with an actual survey

Date: 4/30/2020

N

ATTACHMENT 3:

HIGHLAND CITY

EMAIL CORRESPONDANCE

DATE: July 2, 2020
SUBJECT: Email Correspondence for TA-19-14 PD District

Email from Teresa Hair on June 29, 2020:
Hi, Tara,

The proposal has come to our attention to allow a maintenance agreement for the city property adjacent to lot 304. I do have concern about this agreement limiting access to the open space trail through this piece of land. Ideally we would prefer that the trail be complete through this area before a maintenance agreement is signed. My concern is if this is all grass, the property owners with the maintenace agreement will expect to limit walkers and bicycle use across the space. At minimum there needs to be assurance that the public can still use this land to access the trail. We use this trail with our children to access the park in Highland while minimizing how many driveways they have to cross to get there. Please preserve the public right of way for this piece of land.

Thank you!
Teresa Hair

Email from Kelly and Mary Tipton on June 29, 2020:
Hello Tara,

June 27, 2020

RE: Property Owner Notification, Highland City, City Council Meeting, Open Space Maintenance Agreement.
Petition from Jacob & Lori LaMarr for the maintenance of open space property adjacent to lot #304 of the Beacon Hills Plat C Subdivision. The opportunity for the property owner of lot #304 to maintain the open space that abuts the property. The LaMarr's would like to plant grass on this piece of open space.

Dear Community Development Department of Highland City.
I am a homeowner residing at 5984 West Northstar Drive, Highland and would like to make an objection to the petition from Jacob & Lori LaMarr to receive permission to grass and maintain the open space area adjacent to lot #304 as outlined in the June 22, 2020 notice provided to residents by the city.
We moved to Highland in 2008, and I know that this open space has been addressed in one

manner or another to the city from many of the residents whose property abuts this open space. Residents have been told repeatedly that we cannot “maintain” (plant grass, trees, shrubs, etc.) in this particular open space adjacent to our property on the West of our lots(s). Reasons provided to myself and other neighbors with property abutting this open space:

- Designated as open space with "natural landscaping" and residents may not alter.
- Designated as an open space walking path and the city plans on completing the walking path to the street that connects with lot #304 (Highland View Drive)
- Area to remain open space with access being given for various utility vehicles to access the power plant or Parks Department access, etc.
- No resident can alter open space due to a water main that runs the distance (North/South) of this open space.

Many residents use this designated open space for walking, running, bike riding, and occasional vehicle access to the West side of the properties along this open space as well as maintenance vehicle access to the power plant, etc. Although planting grass in the requested area will cut down on the weeds that grow, it also eliminates the opportunity for others to continue using the path as intended - as an open space easement/ walking path. Planting grass and covering the walking path (currently unfinished path) gives the impression that this is now part of lot #304 property rather than a thoroughfare for all to use.

The fact that Highland City has set the precedence that this is open space intended for power plant access and walking path, it stands to reason that it should remain that way. Appropriate planning, development, and completion of the path will still allow maintenance vehicles access. Then Highland City can allow residents whose property abuts the walking path, to plant grass, or other shrubs up to the path that will help beautify the open space but not cover the path (whether asphalt, dirt or gravel).

I hope that this information will be reviewed and considered. I would like to be able to attend the public meeting and will make an effort to do so, however, in the event I cannot, I wanted this objection noted and on record.

Thanks a bunch,

12-year resident @ 5984 West Northstar Drive, Highland

<u>Email from Chris Millecam on June 29, 2020</u>**:**

Hey Tara,

We got the flier regarding our neighbors wanting to grass their green space in which highland owns and maintains. This is a no-no in my opinion. For reasons we have tried to buy, maintain and even take care of our back space by the power line and highland has told us not to bother multiple times. When I bought the lot, highland made me remove and re-do my wall. I had to meet the city council and explained my case. They had no tolerance on this subject so I would think no on some grass that should be a walk way. Thank u for

listening. Chris Millecam (11859 north horizon dr) Sent from my iPhone

Email from Janie Jones on June 30, 2020**:**

Dear Community Development Department, Highland City Council, and Ms Tannahill,

In response to correspondence sent to us dated jun 22, 2020, by Ms. Tannahill regarding the petition from Jacob & Lori LaMarr for the maintenance of open space adjacent to their lot #304, please **let it stand for the record that we are opposed to this action** for several reasons.

We back up to the same open space that runs adjacent to the LaMarrs. When we purchased our property we were told that the open space was an easement for Rocky Mountain Power and Highland City. We were also told that we could use the open space to access our backyard but we could not do anything to the open space. It is not an option for us to purchase the portion of open space that we back up to as it must remain open and accessible to Rocky Mountain Power and Highland City thereby prohibiting landscaping or fencing.

We were also told at that time the walking path that stops part way up the easement would be completed up to Chamberry Way. Unfortunately, It has yet to be completed and we are told there is no money in the budget to do so. This easement is heavily utilized daily by walkers, dog walkers, runners, mountain bikers, horseback riders, and homeowners accessing their backyards. Rocky Mountain Power also utilizes the easement to access the power lines and power poles several times a year.

It is unlikely that the LaMarrs would appreciate or welcome the foot traffic, bikers, horses or vehicle traffic driving over their sprinkler lines and grass. Homeowners who back up to the same open space/easement will not take kindly to being told they cannot access their own yards by the LaMarrs because of their landscaping, which would ultimately come about. It goes without saying that the amount of traffic that utilizes the open space/easement will cause damage to any grass and sprinkler lines that might be installed.

One suggestion that may satisfy most interested parties would be for Highland City to finish the walking path up to Chamberry Way and then allow residents who backup to the easement to grass from their property lines to the walking path at their own expense, should they choose to do so, to help with weed control and make the open space more esthetically pleasing to look at from our backyards.

Thank you for your consideration in this matter.

Sincerely,

Carleton & Janie Jones
11943 N Horizon Dr
Highland, UT 84003
801-691-4631

ATTACHMENT 4:

Chapter 12.28 PRIVATE MAINTENANCE OF PUBLIC OPEN SPACE PROPERTY

12.28.010 Purpose
12.28.020 Definitions
12.28.030 Open Space Subdivision Maintenance Plan
12.28.040 Public Notice
12.28.050 Open Space Maintenance Agreement
12.28.060 Submittal Requirements
12.28.070 Review And Approval
12.28.080 Appeal
12.28.090 Effect Of Approval
12.28.100 Irrigation And Grading
12.28.110 Costs
12.28.120 City Rights
12.28.130 Pressurized Irrigation Water

12.28.010 Purpose

If a piece of open space land cannot be disposed of, city council may allow private maintenance of the property subject that such maintenance is in the public interest. The purpose of this chapter is to outline the process of Open Space Maintenance Agreements.

12.28.020 Definitions

For the purpose of this chapter the following words and phrases shall have the following meanings:

"Open space land" means land owned by the city and designated by the city for the use of the residents of Highland.

"Open space maintenance agreement" means an agreement between the city and a private property owner allowing for the maintenance of specifically defined public open space property.

"Open space subdivision maintenance plan" means a plan approved by the city council which specifies publicly owned land that is available for private maintenance and the level or type of landscape improvements that can be installed by a private property owner for a specific subdivision.

12.28.030 Open Space Subdivision Maintenance Plan

Property owners surrounding open space land that is eligible for private maintenance may submit a open space subdivision maintenance plan to city council. The city council shall then approve, approve with conditions, or deny the open space subdivision maintenance plan. The open space subdivision maintenance plan shall identify the property which is eligible for private maintenance, the type and level of landscape improvements, and any conditions associated with private maintenance of the property.

12.28.040 Public Notice

No open space subdivision maintenance plan shall be acted upon without first providing public notice as follows:

1. All property owners within two hundred fifty feet of the exterior boundaries of the property subject to the application, including the proposed area for maintenance, as shown on the last assessment of the property shall be sent notice by first class mail, postmarked at least fourteen days prior to the city council acting upon the plan. Included in the notice shall be the proposed open space subdivision maintenance plan. It shall be the responsibility of the city to mail the notice. Residents submitting the proposed plan will provide addressed and stamped envelopes of property owners within two hundred fifty feet of the exterior boundaries of the residents' property and the subject property.
2. A notice shall be posted on or near the subject property in at least one location on a form prescribed by the city staff. The posted notice shall be placed on the property at least fourteen days prior to the city council acting upon the plan. It shall be the responsibility of the applicant to post and maintain the sign for the entire fourteen days.
3. Notwithstanding the notice requirements set forth in this section, the failure of any person or entity to receive notice shall not constitute grounds for any court to invalidate the action for which the notice was given.

12.28.050 Open Space Maintenance Agreement

Once an open space subdivision plan has been approved by city council, each individual property owner must enter into an open space maintenance agreement on a form approved by the city council prior to installation or construction of any improvements. The agreement shall allow the city to access and maintain the property as needed for public infrastructure installation and maintenance. Said agreement shall be maintained in the office of the city recorder. In addition, notes on the agreement shall be made in the utility account of the property owner. Ownership of property remains with the city and the agreement does not imply any transfer of ownership or control of the land. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of the property.

12.28.060 Submittal Requirements

An application for an open space maintenance agreement area shall contain:

1. Completed application form and fee.
2. Completed open space maintenance agreement.
3. A conceptual improvement plan that shows with a reasonable detail level the planned improvements and landscape plan.
4. Additional information as specified by city staff.

12.28.070 Review And Approval

1. All applications for open space maintenance agreements shall be transmitted to the city administrator or designee for review.

2. The city administrator or designee shall make the following findings before approving an open space maintenance agreement:

    1. That the proposed improvements are consistent with and meet the requirements of the open space subdivision maintenance agreement approved by the city council.
    2. That the proposed agreement will not be materially detrimental to the health, safety or general welfare of homeowners, persons residing, or working within the neighborhood of the proposed agreement, or have an adverse effect on the property, or adjacent properties.
    3. That the proposed improvements will not be materially detrimental to the property's unique characteristics, utilities, easements, or encumbrances that prohibit the land from being sold.
3. The city administrator or designee may approve, approve with conditions, or deny any application after review of the application. The city administrator or designee may place any conditions which are deemed necessary to mitigate potential impacts and ensure compatibility of the use with surrounding development and the city, and which are required to preserve the public health, safety and general welfare.

12.28.080 Appeal

1. The action of the city administrator or designee may be appealed to the city council by the applicant or any interested party. Such requests for appeal must be submitted on a written notice of appeal to the city recorder within fourteen days following the date of the city administrator or designee's action.
2. The city council shall act to affirm or reverse, in whole or in part, or modify the city administrator or designee's decision. Any action to grant an open space maintenance agreement, either through affirmation, modification, or reversal of the city administrator or designee's decision, must include required findings as provided in this chapter.

12.28.090 Effect Of Approval

Open space maintenance agreements are intended to run with the land. All open space maintenance agreements shall be valid for a period of ten years from the date it is executed by both parties. Thereafter, the agreement shall continue from year to year by automatic renewal unless it is terminated through written notice by either party or through breach of agreement terms.

12.28.100 Irrigation And Grading

The property owner shall coordinate with city staff on any alteration and/or repair of city irrigation systems or the creation of a new irrigation system within the private maintenance area. The property owner shall also coordinate with city staff on any grading of the property.

After receiving approval, the property owner shall not dig on the property without first having the property blue staked.

12.28.110 Costs

The property owner shall bear all costs related to the improvements and maintenance.

12.28.120 City Rights

Open space maintenance agreements do not limit the City or Highland resident's right to and enjoyment of the property, including access to and right of entry upon property at any time. The city may conduct its own infrastructure and trails maintenance on the property and use property according to city needs.

12.28.130 Pressurized Irrigation Water

The water shares for the open space property have already been dedicated to Highland City as a part of the development process and as such no new water shares need to be allocated to the open space property.

ATTACHMENT 5:

MAINTENANCE AGREEMENT

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

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

WHEREAS, Resident desires to improve and maintain Property for the public good; and

WHEREAS, City has determined that it is in the public interest to enter into this Agreement;

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

TERMS

1. PROPERTY. The Property associated with this Agreement is the open space adjacent to Resident's property, specifically described and set forth in Exhibit "A". Property's boundaries shall be established by the City.

2. AUTHORIZATION TO IMPROVE AND MAINTAIN PROPERTY. City authorizes Resident to make certain improvements as described herein ("Improvements") and to maintain the Property in a manner that contributes to the beautification of the City. Resident understands that Improvements and maintenance costs are the responsibility of Resident. City shall not be responsible to reimburse, repair, or maintain any Improvements made by Resident, or to indemnify or otherwise compensate Resident for any damage, loss, or injury caused by the City's or the public's use of the Property.

3. DUTIES OF RESIDENT. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of Property, and agrees to comply with all laws and City Ordinances in maintaining Property. Resident shall not allow any nuisance, hazard, or unsightly debris upon Property.

4. USE OF PROPERTY. This Agreement does NOT convey any easement, interest, lease or property right to Resident. No use shall interfere with Property's primary purpose as open space. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. Resident's use of Property is non-exclusive. Any uses of Property shall be consistent with a residential character. No commercial uses of the Property are permitted.

5. COVENANT TO RUN WITH THE LAND. This Agreement is intended by the parties to run with the land, and its benefits and obligations shall inure to the successor-owners of Resident's property. Resident agrees that City may record this Agreement upon Resident's property to notify future owners.

6. TERM. The initial term is for ten (10) years from the date it is executed by both parties. Thereafter, the Agreement shall continue from year to year by automatic renewal unless terminated as provided herein.

7. TERMINATION. This Agreement shall be terminated for cause immediately upon a material breach of any term herein. At the parties' discretion, this Agreement may be terminated after the initial 10 year term upon written notice by either party. Upon termination, Resident shall be responsible for removing without compensation any and all improvements installed by Resident that the City requests be removed. If Resident fails to remove any such improvements, Resident agrees that the City may remove the improvements and charge the costs of doing so to Resident.

8. IMPROVEMENT PLAN. Resident agrees not to install Improvements upon Property until it has submitted an Improvement Plan and obtained written approval from the City. The Improvement Plan shall show with reasonable detail the planned Improvements and landscape plan. City has the ability to approve or deny any Improvement at its discretion (for general guidelines, *see* 'Permitted and Prohibited Improvements' below). Improvements must be made within 365 days of approval by the City. If Resident does not follow the approved Improvement Plan, such is considered a material breach of this Agreement and may cause this Agreement to be terminated by City. Resident shall obtain prior City approval of any desired amendments, additions, or changes to the Improvement Plan according to the process set forth in this Agreement.

9. APPEAL. If Resident's Improvement Plan is denied, Resident may appeal the decision to the City Council within 14 days of the denial by submitting a written notice of appeal to the City Recorder or designee.

10. PERMITTED AND PROHIBITED IMPROVEMENTS. The intent of this Agreement is to encourage private initiative and to incentive Resident to beautify City's open space by allowing Resident to enter upon and enjoy the use of Property. Both Resident and City benefit from this mutual cooperation. However, City does not want to foster a sense of entitlement on the part of Resident, who does not own or control Property. To balance these objectives, City has created guidelines to assist staff in determining what Improvements are appropriate for public open space when it is maintained by a private party. In that spirit, Resident acknowledges that Improvements are intended for the public good, and should not convey the impression that Property is an extension of Resident's own parcel.

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

    A. Grass and sprinkler systems
    B. Small vegetation, flowers and bushes
    C. Desert landscaping
    D. Curbing around flower beds
    E. Small gardens
    F. Temporary fences or enclosures around gardens during growing season
    G. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

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

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

11. CITY'S RIGHTS UNAFFECTED. Nothing in this Agreement limits the City's or the public's right to and enjoyment of the Property, including access to and right of entry upon Property at any time. City may conduct its own infrastructure and trails maintenance on Property and use Property according to City's needs.

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

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

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

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

HIGHLAND CITY

_____
CITY ADMINISTRATOR
DATE:

Attest:

_____
CITY RECORDER

RESIDENT

_____
NAME:
DATE:

RESIDENT

_____
NAME:
DATE:

SUBSCRIBED AND SWORN before me this day of _____, 20____.

_____
NOTARY PUBLIC

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #7

DATE: July 7, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Nathan Crane, AICP
City Administrator/Community Development Director
Todd Trane, PE
City Engineer

SUBJECT: **ACTION:** Approve and authorize the Mayor to sign a contract with Rock Canyon Excavation for construction of the View Point Flood Control Channel Project not to exceed $158,000. *Administrative.*

PURPOSE:

The City Council will consider a request to approve a bid with Rock Canyon Excavation to proceed with the construction of the View Point Flood Control Channel Project for $158,000, and authorize the City Administrator and City Recorder to execute the necessary contract documents for the project. The Council will take appropriate action.

BACKGROUND:

In October of 2018, there was a microburst storm over Highland. An intense storm cell centered on the hillside above the homes on the east side of Shoreline Drive in the View Pointe Subdivision. The storm runoff from the hillside impacted two homes on Shoreline Drive and threatened three additional homes. The runoff was primarily caused by a combination of the intensity of the storm and lack of vegetation as a result of a fire on the hillside earlier in the year. During the event, staff dug a channel across property owned by the City. Since that time staff has been working on a permanent solution to potential intense storm. Since the event two of the properties continue to have sandbags in case there is another significant event.

Since the primary runoff came from land owned by the United States of America and is designated as a Wilderness Area, staff contacted the NRCS and Forest Service to address the issue.

In November 2018, staff hired Hansen Allen and Luce to perform a Flood Control Study. The study identified the construction of a permanent channel and a “catch” area.

In the fall of 2019, we received word from NRCS of approximately $71,000 in Federal funding for the project. Since then, staff has been working with NRCS to have the plans approved and hire a contractor. Use of Federal Funding requires a 25% match by the City or $21,000. This resulted in a project budget of $92,388. The deadline for the completion of the project, as required by NRCS, is August 18, 2020 for the project to be completed.

In June of 2020, in compliance with the City purchasing requirements, staff requested bids from three companies. Only two companies responded. The bids were from Rock Canyon Excavation for $212,857.61 and KW Robinson Excavation for $263,000.00. Staff was able to negotiate with NRCS and Rock Canyon Excavation to reduce the cost of the project to $158,000.

Staff has also applied to NRCS to increase the amount of funding for the project. The request is to split the shortfall in half. The request is currently under review.

Staff is requesting the council authorize expenditure from the storm drain fund. There are two scenarios:

- First, the City absorbs the extra costs. Under this scenario NRCS would provide $71,343,000 and the City would pay $86,657.

- Second, an additional $33,500 is approved by NRCS. Under this scenario NRCS would provide $104,843 and the City would pay $53,157.

FISCAL IMPACT:

All work for the sewer portion of the project will be paid for from the storm drain enterprise fund. Due to the approaching deadline, staff is requesting the Council approve up to $87,000 for this project.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the contract with Rock Canyon Excavation to proceed with the construction of the View Point Flood Control Project for $158,000 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 Rock Canyon Excavation to proceed with the construction of the View Point Flood Control Project for $158,000.

ALTERNATIVE MOTION:

I move that the City Council **REJECT** the proposal for the View Point Flood Control Project. (The Council should draft appropriate findings).

ATTACHMENTS:

1. Bid Results View Point Flood Control Project
2. View Point Flood Control Plans

INFORMATION REQUIRED OF BIDDER

GENERAL INFORMATION

The BIDDER shall furnish the following information.

(1) Contractor's name and address:

KW Robinson Construction, Inc.
PO Box 920 / 6207 So. Hwy 87
Duchesne, UT 84021

(2) Contractor's telephone number:

435-738-0200

(3) Contractor's license:

State License No.: 252453-5501

Primary Classification: Contractor w/ LRF

Supplemental classifications held, if any: B100, E100

(4) Number of years as a contractor in construction of this type:

25+

(5) List of subcontractors and major suppliers anticipated to be utilized during the contract.

N/A

BID
VIEW POINT FLOOD CONTROL PROJECT
HIGHLAND, UTAH
JULY 2020

VIEW POINT FLOOD CONTROL PROJECT

Base Bid:

The Bid is for work related to the construction of flood control mitigation measures as indicated in the Construction Plan Documents prepared by Hansen Allen & Luce Engineers, Inc.

This bid is for all work related to excavation and grading, concrete and rock work including all appurtenant work to complete the project.

$ 263,000.00
Lump Sum

If you have any questions about the scope of work, please, contact the City Engineer, Mr. Todd Trane, at 801-772-4515 or send email to todd@highlandcity.org.

Respectfully Submitted:

Francisco J.
Signature

PO Box 920
Duchesne, UT 84021
Address

252453-5501
License No.

Secretary
Title

INFORMATION REQUIRED OF BIDDER

GENERAL INFORMATION

The BIDDER shall furnish the following information.

(1) Contractor's name and address:

Rock Canyon Excavation LLC

1915 N 1935 W Lehi, Ut 84043

(2) Contractor's telephone number:

801-227-9548 Cell 385-352-7403 Office

(3) Contractor's license:

State License No.: 11578033-5501

Primary Classification: B100/E100

Supplemental classifications held, if any: _____

(4) Number of years as a contractor in construction of this type:

Less than 1 year (11/2019)

(5) List of subcontractors and major suppliers anticipated to be utilized during the contract.

Kilgore, Geneva Rock, Geneva Pipe, Staker Parson, McAllister Enterprises

BID

VIEW POINT FLOOD CONTROL PROJECT

HIGHLAND, UTAH

JULY 2020

VIEW POINT FLOOD CONTROL PROJECT

Base Bid:

The Bid is for work related to the construction of flood control mitigation measures as indicated in the Construction Plan Documents prepared by Hansen Allen & Luce Engineers, Inc.

This bid is for all work related to excavation and grading, concrete and rock work including all appurtenant work to complete the project.

$ 212,857.61

Lump Sum

If you have any questions about the scope of work, please, contact the City Engineer, Mr. Todd Trane, at 801-772-4515 or send email to todd@highlandcity.org.

Respectfully Submitted:

Brett Johnson

Signature

Brett Johnson

1915 N 1935 W Lehi, Ut 84043

Address

11578033-5501

License No.

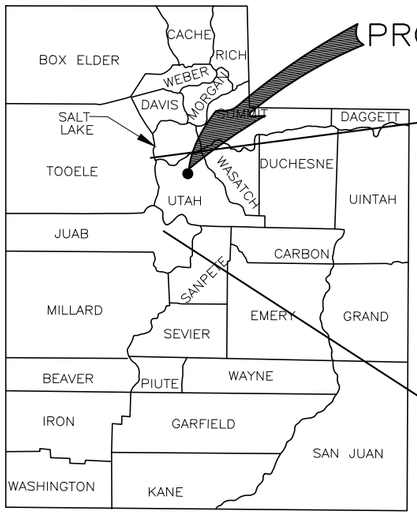
President

Title

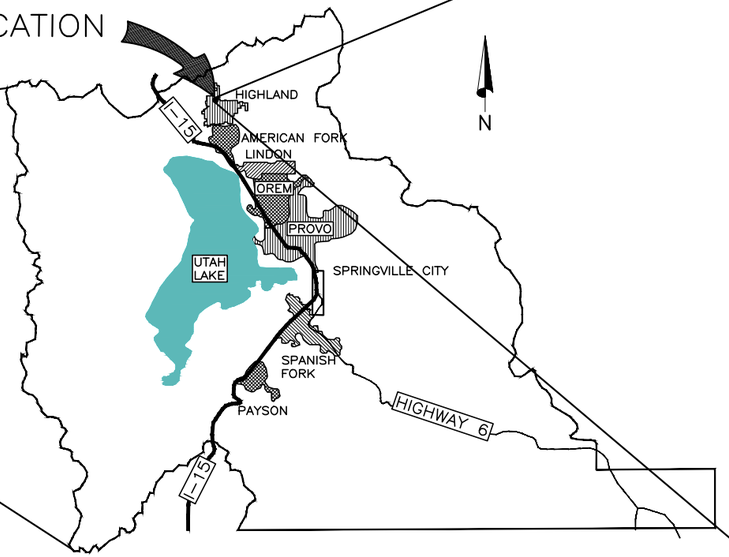
HIGHLAND CITY

VIEWPOINT FLOOD CONTROL PROJECT

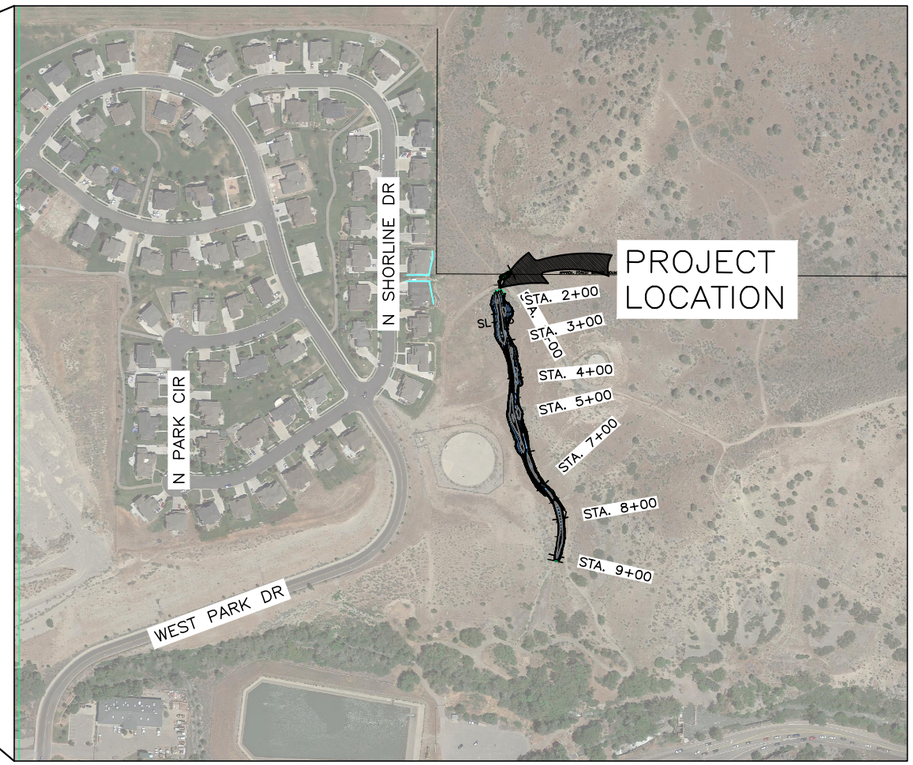
MARCH 2020



STATE OF UTAH



UTAH COUNTY



PROFESSIONAL ENGINEER
June 10, 2020
No. 165467-2202
GREGORY J.
POOLE
STATE OF UTAH

HANSEN ALLEN & LUCE inc
ENGINEERS

FILE NAME: PROJECTS\314 - HIGHLAND CITY\18-201 VIEWPOINT FLOOD CONTROL\CAD\WORKING\G-1 COVER.DWG
FILE DATE: 6.10.2020 10:01:26 (BKC)

GENERAL NOTES:

1. THESE DRAWINGS MAY REFERENCE THE APWA STANDARD 2017 SPECIFICATIONS AND PLANS AS PUBLISHED BY UTAH T2 CENTER (435) 797-2931. THESE STANDARDS ARE INCORPORATED HEREIN BY REFERENCE.
2. CONSTRUCTION OPERATIONS SHALL BE CONDUCTED AND SIGNS, BARRICADES, AND FLASHERS SHALL BE PLACED SO AS TO COMPLY WITH OSHA, UTAH STATE INDUSTRIAL COMMISSION, LOCAL SAFETY STANDARDS, AND MANUAL ON UNIFORM TRAFFIC CONTROL.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES, INCLUDING WATER LINES, IRRIGATION DRAIN LINES, TELEPHONE CABLES, AND ANY OTHER OBSTRUCTION DURING THE COURSE OF CONSTRUCTION AND INSTALLATION OF THE PIPELINES. SAID UTILITIES SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THEIR ORIGINAL CONDITION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN RIGHT OF INGRESS AND EGRESS SHOULD HE VENTURE ONTO PRIVATE PROPERTY WHICH IS NOT INCLUDED IN CITY ACQUIRED RIGHTS-OF-WAY AND EASEMENTS.
5. UNLESS DETAILED, SPECIFIED OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS AND GENERAL NOTES. TYPICAL DETAILS ARE MEANT TO APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS OR IN SPECIFIC DRAWINGS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING IMPROVEMENTS DURING CONSTRUCTION AND SHALL REPLACE OR RESTORE ANY IMPROVEMENTS DAMAGED AS A RESULT OF THE CONSTRUCTION ACTIVITY, AS DIRECTED BY THE ENGINEER.
7. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

ABBREVIATIONS

CLR.	=	CLEARANCE	OHP	=	OVERHEAD POWER LINE
DIA.	=	DIAMETER	PE	=	PLAIN END
DIP	=	DUCTILE IRON PIPE	PSI	=	POUNDS PER SQUARE INCH
EL.	=	ELEVATION	PVC	=	POLYVINYL CHLORIDE
FL	=	FLOW LINE	R.O.W.	=	RIGHT OF WAY
FLG	=	FLANGE	HP	=	HIGH PRESSURE
ID	=	INSIDE DIAMETER	SQ.	=	SQUARE
MAX.	=	MAXIMUM	STA.	=	STATION
MIN.	=	MINIMUM	THD.	=	THREAD
MJ	=	MECHANICAL JOINT	TYP.	=	TYPICAL
N.T.S.	=	NOT TO SCALE	UBC	=	UNTREATED BASE COURSE

INDEX OF DRAWINGS

SHEET NO.	TITLE
GENERAL	
G-1	COVER SHEET
G-2	GENERAL NOTES, SHEET INDEX & ABBREVIATIONS
PLAN & PROFILE	
PP-1	STA. 1+00 TO STA. 6+00.00
PP-2	STA. 6+00.00 TO 9+14.24
CIVIL	
C-1	CHANNEL SECTION SHEET 1
C-2	CHANNEL SECTION SHEET 2
C-3	CHANNEL SECTION SHEET 3

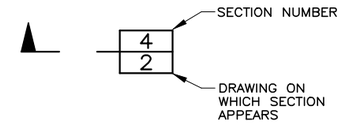
LEGEND

- T-UG — EXISTING TELEPHONE LINE
- P-UG — EXISTING ELECTRIC LINE
- RIGHT OF WAY
- 2-G — EXISTING GAS LINE W/ DIAMETER
- 8-W — EXISTING WATER LINE W/ DIAMETER
- 8-SS — EXISTING SEWER LINE W/ DIAMETER
- 8-SD — EXISTING STORM DRAIN LINE W/ DIAMETER
- FO — EXISTING FIBER OPTICS LINE
- WS — EXISTING WATER SERVICE
- GS — EXISTING GAS SERVICE
- NEW PIPELINE
- EXISTING FENCE
- MANHOLE
- POWER POLE
- LIGHT POLE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- SURVEY MONUMENT
- TREE

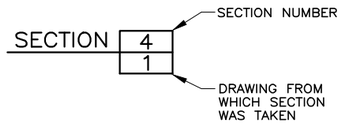
SECTION & DETAIL IDENTIFICATION

SECTION IDENTIFICATION

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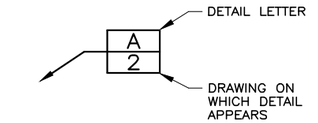


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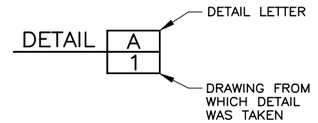


DETAIL IDENTIFICATION

DETAIL CALL-OUT ON DRAWING NO. 1:



ON DRAWING NO. 2, THIS DETAIL IS IDENTIFIED AS:



NOTES:
1. IF SECTION CUT AND SECTION OR DETAIL CALL-OUT AND DETAIL ARE SHOWN ON SAME DRAWING, DRAWING NUMBER IS REPLACED BY A LINE.
2. DETAIL LETTERS "I" AND "O" NOT USED.

FILE NAME: PROJECTS\314 - HIGHLAND CITY\18-201 VIEWPOINT FLOOD CONTROL\CAD\WORKING\G-2 GENERAL NOTES.DWG
FILE DATE: 10.2020 10:22:19 (BKC)

HANSEN ALLEN & LUCE inc ENGINEERS

PROJECT ENGINEER

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DATE JANUARY 2020	NO.	DATE	REVISIONS	BY	APVD.	

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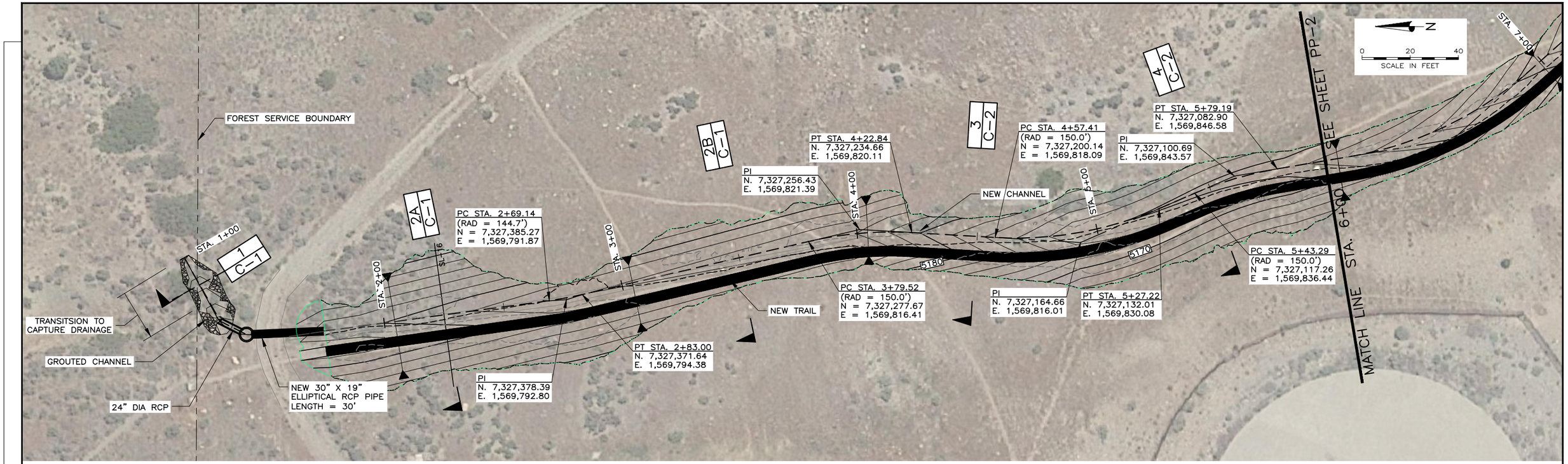
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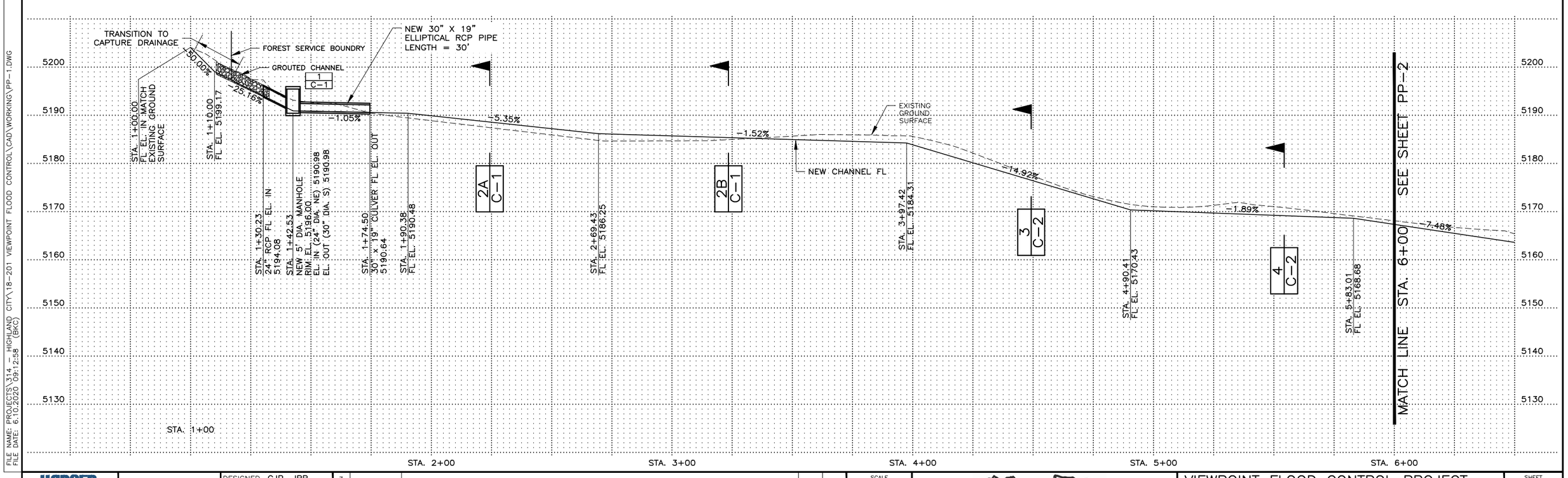
VIEWPOINT FLOOD CONTROL PROJECT
GENERAL
GENERAL NOTES

SHEET G-2

314.18.201

7/04





FILE NAME: PROJECTS\314 - HIGHLAND CITY\18-201 VIEWPOINT FLOOD CONTROL\CAD\WORKING\PP-1.DWG
FILE DATE: 6.10.2020 09:12:58 (BKC)

7/04

HANSEN ALLEN & LUCE, Inc. ENGINEERS

PROJECT ENGINEER

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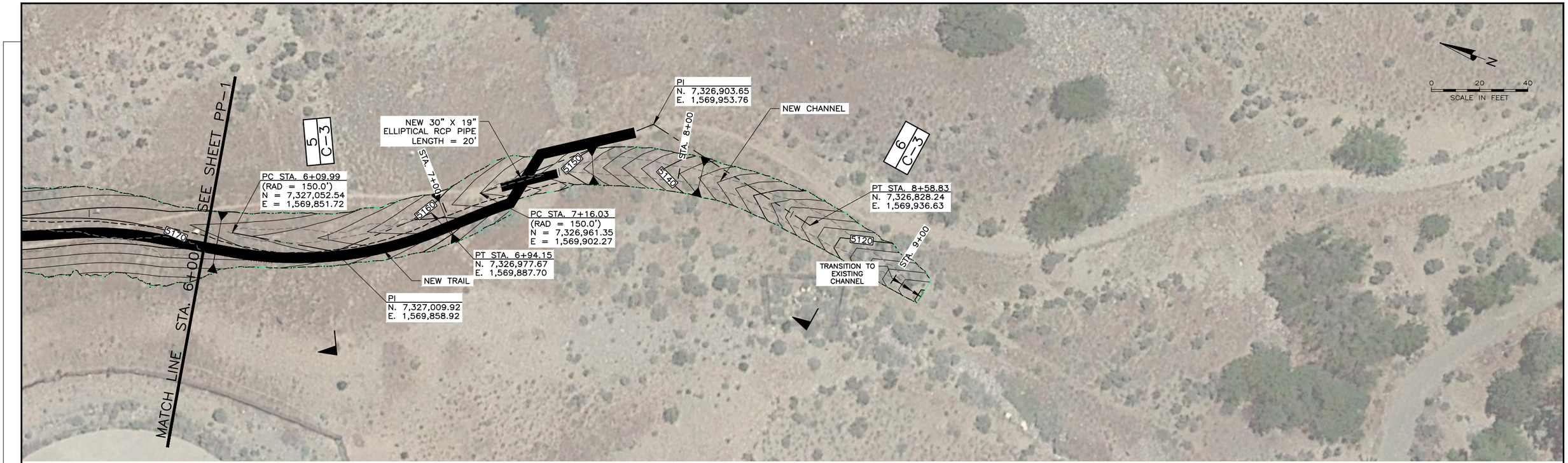
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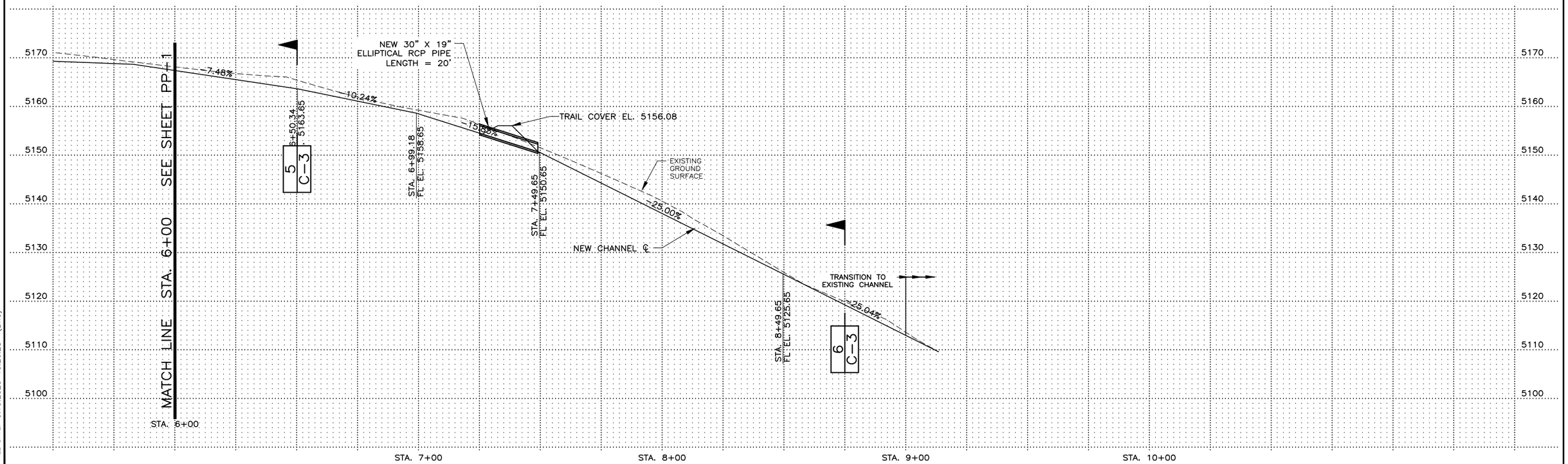
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VIEWPOINT FLOOD CONTROL PROJECT
PLAN & PROFILE – CHANNEL
STA. 1+00 TO STA. 6+00

SHEET: PP-1

314.18.201





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FILE DATE: 6.10.2020 10:26:28 (BKC)

7/04

HANSEN ALLEN & LUCE inc ENGINEERS

PROJECT ENGINEER

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DATE	JANUARY 2020	NO.	DATE	REVISIONS	BY APVD.

SCALE: AS SHOWN

HIGHLAND CITY

VIEWPOINT FLOOD CONTROL PROJECT
PLAN & PROFILE – CHANNEL
STA. 6+00 TO STA. 9+14.24

SHEET: PP–2

314.18.201

GROUTED ROCK SPECIFICATIONS

1. ALL GROUT SHALL HAVE A MINIMUM 28–day compressive strength of 3,200 psi minimum and shall have a minimum of six (6) sacks of Type II Portland cement per cubic yard. A maximum of 25% Type C Fly Ash may be substituted for the Portland cement. the grout slump shall be 4–inches to 6–inches. Air entrainment shall be 7.5% plus or minus1%.

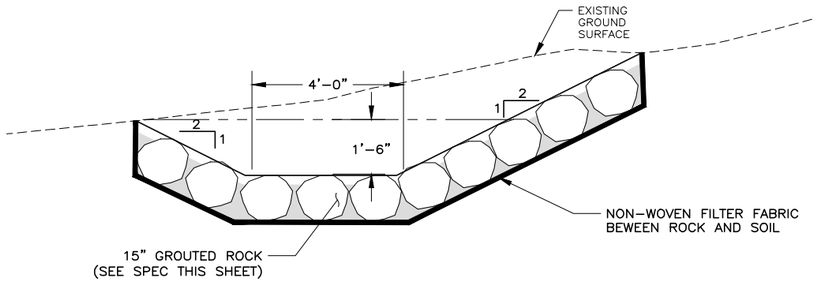
2. To control shrinkage and cracking, 1.5 pounds of Fibermesh, or approved equal, shall be used per cubic yard of grout.

3. Rock for grouted rock shall have a nominal size of 15 inches with a range of 14 inches to 17 inches for the smallest dimension of the individual rocks. Rock shall be hard, durable, angular in shape, and free from cracks, overburden, shale, and organic matter. Rock shall have a minimum specific gravity of 2.55.

4. Clean rock by brushing and washing before grouting.

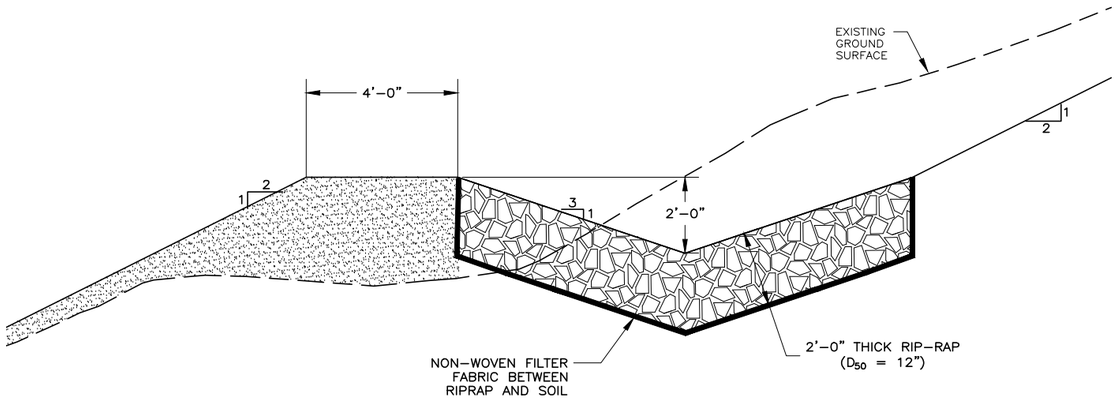
5. Grout shall be delivered by means of a low pressure (less than 10 psi) concrete pump using a 3–inch diameter nozzle. Full depth penetration of the grout into the rock voids shall be achieved by injecting grout starting with the nozzle near the bottom and raising it as grout fills, while vibrating grout into place using a pencil vibrator. The top one–third of the rock shall be left un–grouted and exposed. After grout placement, exposed rock faces shall be cleaned with a wet broom. All grout between rock shall be treated with a broom finish. All finished grout surfaces shall be sprayed with a clear liquid membrane curing compound as specified in ASTM C–309.

6. Special procedures shall be required for grout placement when the air temperatures are less than 40 degrees F or greater than 90 degrees F. Contractor shall obtain prior approval form the Engineer of the procedures to be used for protecting the grout.



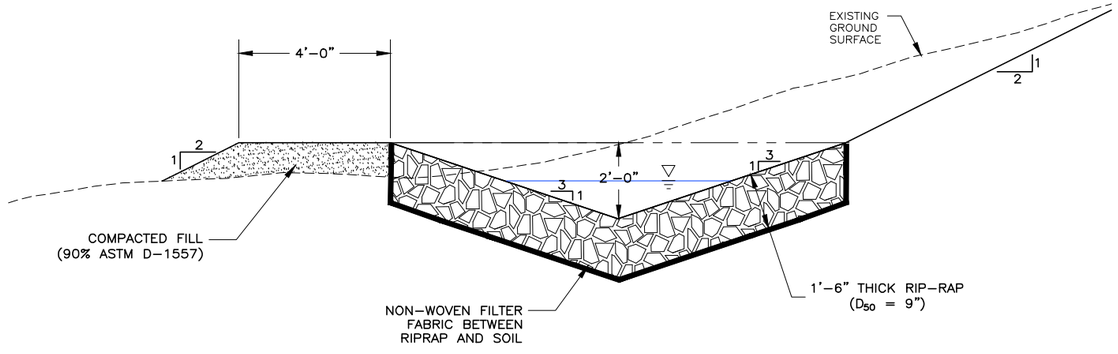
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0 2 4
SCALE IN FEET



SECTION @ STA 2+25 — 2A / PP–1

0 2 4
SCALE IN FEET



SECTION @ STA 3+50 — 2B / PP–1

0 2 4
SCALE IN FEET

FILE NAME: PROJECTS\314 – HIGHLAND CITY\18–201 VIEWPOINT FLOOD CONTROL\CAD\WORKING\C–1 CHANNEL SECTION.DWG
FILE DATE: 6.10.2020 10:11:16 (BKC)

HANSEN ALLEN & LUCE inc ENGINEERS

PROJECT ENGINEER

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DATE JANUARY 2020	NO.	DATE	REVISIONS	BY	APVD.

SCALE: AS SHOWN

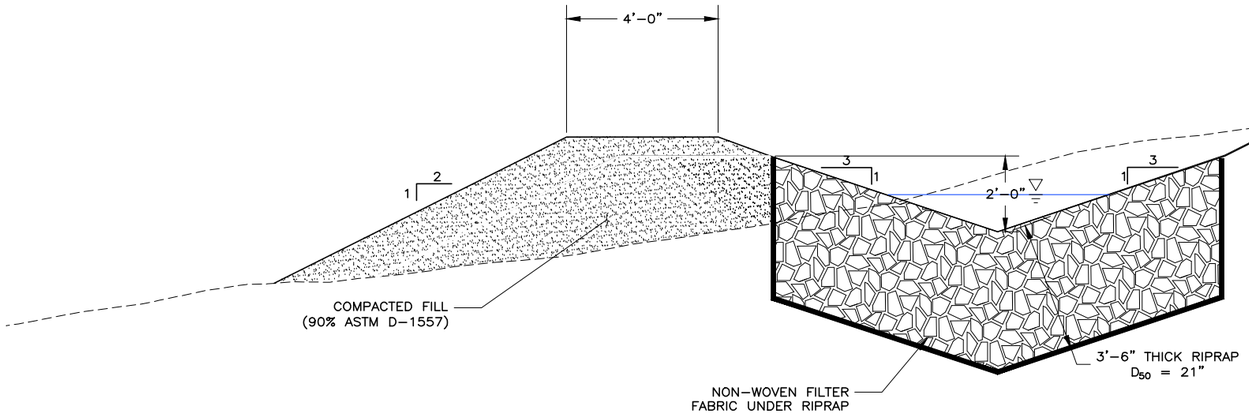
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VIEWPOINT FLOOD CONTROL PROJECT
CIVIL
CHANNEL SECTIONS – SHEET 1

SHEET C–1

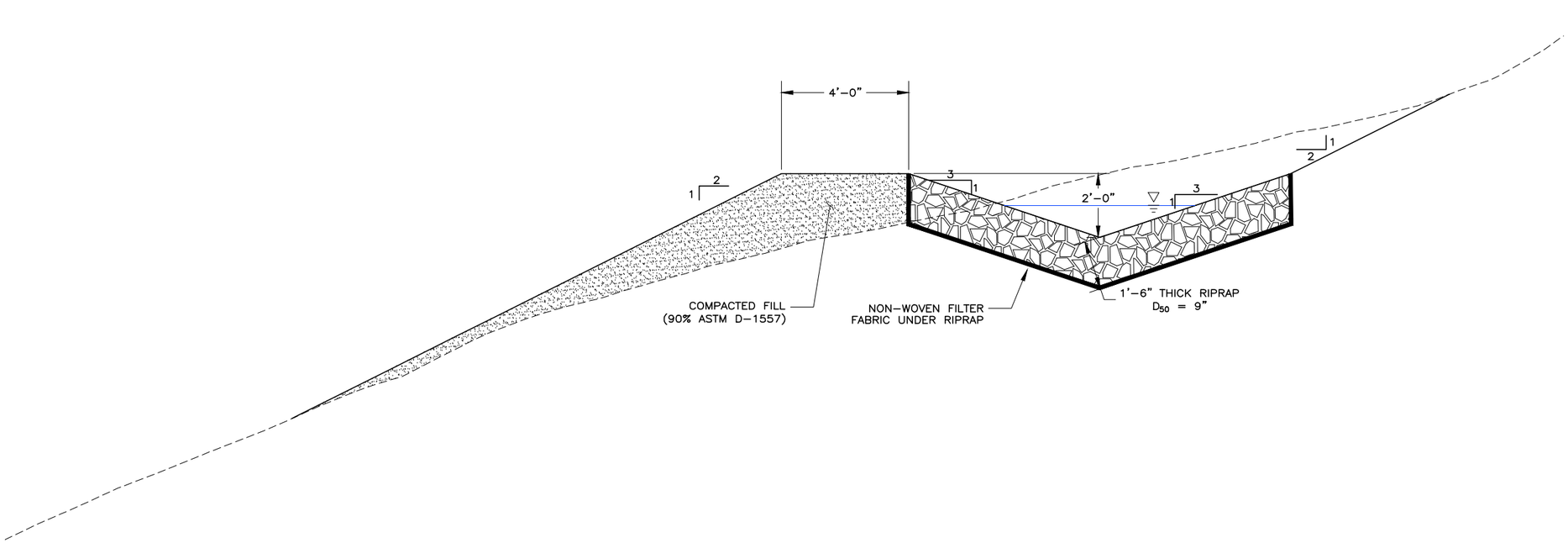
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7/04



SECTION @ STA 4+50.00 | 3 | PP-1

0 2 4
SCALE IN FEET



SECTION @ STA 5+50.00 | 4 | PP-1

0 2 4
SCALE IN FEET

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FILE DATE: 6.10.2020 10:15:51 (BKC)

HANSEN ALLEN & LUCE inc ENGINEERS

PROJECT ENGINEER

DESIGNED GJP, JRB
DRAFTED BKC
CHECKED GJP
DATE JANUARY 2020

NO.	DATE	REVISIONS	BY	APVD.
3				
2				
1				

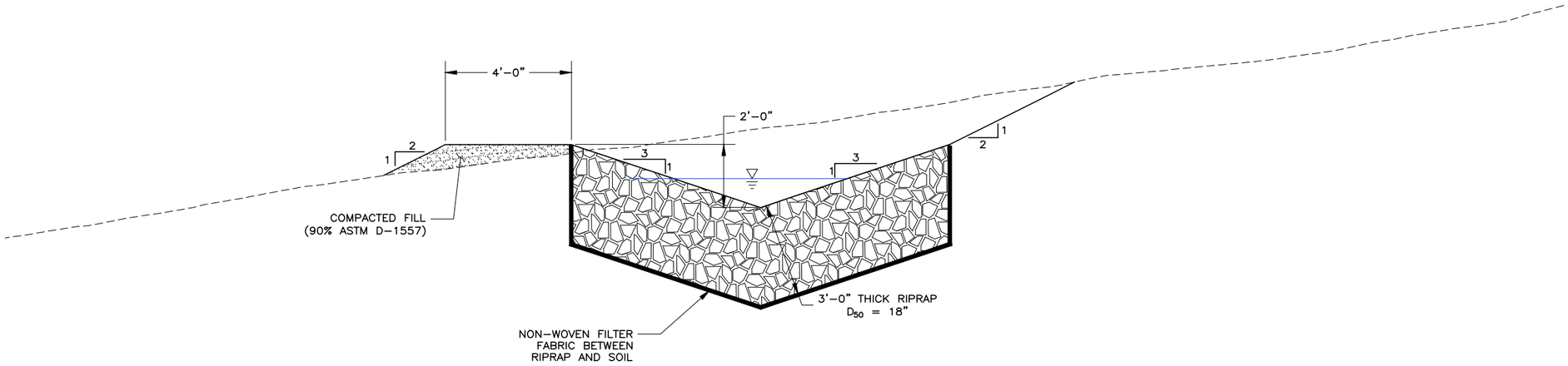
SCALE: AS SHOWN

HIGHLAND CITY

VIEWPOINT FLOOD CONTROL PROJECT
CIVIL
CHANNEL SECTIONS - SHEET 2

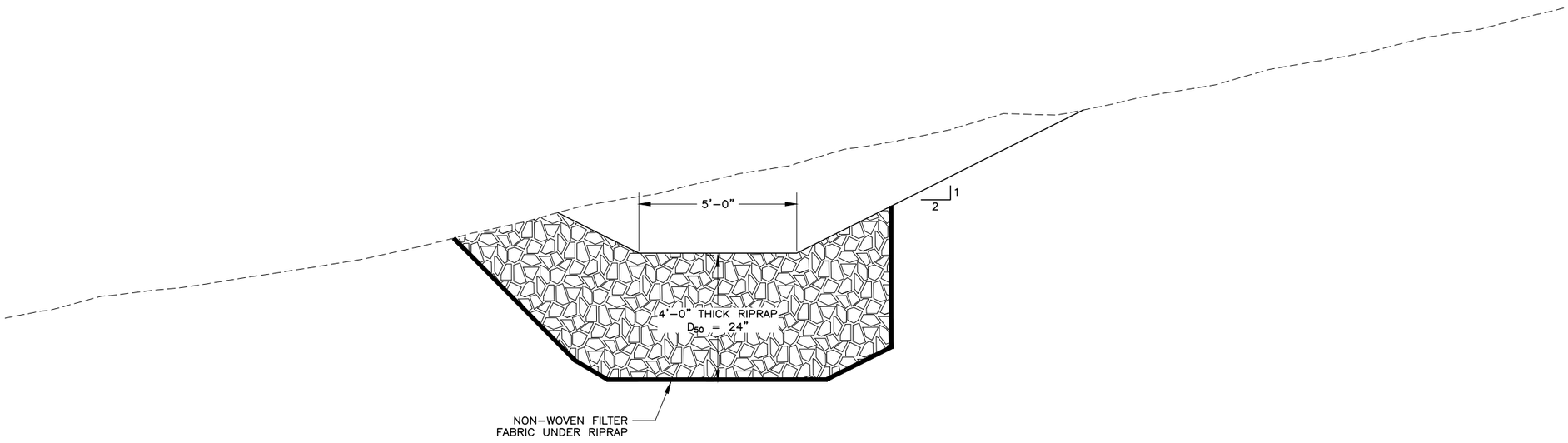
SHEET C-2
314.18.201

7/04



SECTION @ STA 6+50.00 | 5 / PP-2

0 2 4
SCALE IN FEET



SECTION @ STA 8+75.00 | 6 / PP-2

0 2 4
SCALE IN FEET

FILE NAME: PROJECTS\314 — HIGHLAND CITY\18-201 VIEWPOINT FLOOD CONTROL\CAD\WORKING\C-3 CHANNEL SECTION 3.DWG
FILE DATE: 6.10.2020 10:20:52 (BKC)

HANSEN ALLEN & LUCE inc ENGINEERS

PROJECT ENGINEER

DESIGNED GJP, JRB	3					
DRAFTED BKC	2					
CHECKED GJP	1					
DATE JANUARY 2020	NO.	DATE	REVISIONS	BY	APVD.	

SCALE: AS SHOWN

HIGHLAND CITY

VIEWPOINT FLOOD CONTROL PROJECT
CIVIL
CHANNEL SECTIONS – SHEET 3

SHEET C-3
314.18.201

7/04

AGENDA

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #8

DATE: July 7, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Tara Tannahill
Planner and GIS Analyst

SUBJECT: **ACTION** – Millhaven Development is requesting Preliminary Plat Approval for a 10-lot subdivision. The property is approximately 10.21 acres and is located at 6000 W Evergreen Way. *Administrative*

PURPOSE:
The City Council will consider a request by Tyrell Gray representing Millhaven Development for a 10-lot subdivision approval located approximately at 6000 W Evergreen Way. The City Council will take appropriate action.

BACKGROUND:
The property is approximately 10.21 acres and located approximately at 6000 W Evergreen way. The applicant is requesting to create a 10-lot subdivision.

On June 2, 2020 the City Council approved a boundary adjustment with Alpine City for 4.09 acres to come into Highland City. This put the total acreage of the property at 10.21 acres.

The property is designated as Low Density Residential on the General Plan Land Use Map. The current zoning is R-1-40. The R-1-40 District allows for one home per 40,000 square feet of land within the development. The minimum lot width is 130 feet.

Preliminary Plat approval is an *administrative* process.

SUMMARY OF THE REQUEST:

1. The applicant is requesting approval of a 10 single-family residential building lots located approximately at 6000 W Evergreen way.

2. Access to the site will be from Evergreen Way and 630 West.

3. There will be a 20' public utility and emergency vehicle access property to the west that will be owned by Highland City**.**

4. Requesting lot 5 to be allowed smaller frontage to accommodate the 20' PU and Trail property dedicated to Highland City.

CITIZEN PARTICIPATION:

Notice of the June 4, 2020 Development Review Committee meeting was mailed to all property owners within 500 feet of the proposed site on May 19, 2020. The meeting was conducted via zoom and four residents attended the meeting.

Notice of the Planning Commission meeting was published in the Daily Herald on June 6, 2020 and posted on the state website June 4, 2020. Notification of the public hearing associated with this meeting was mailed to all property owners within 500 feet of the proposed site on June 8, 2020. Two written correspondences have been received (Attachment 3).

Mr. Dave Beck who owns property adjacent to the subdivision would like to have the utilities to stop closer to his property so he could potentially connect and noted that the road alignment isn't correct because there is a gap that is his property. Todd Trane, City Engineer, will be working with him and Millhaven to make the corrections.

Mr. Don Leavitt who owns the property to the north of the subdivision would like to know if he could continue to flood irrigate his property onto the new subdivision after it is complete. Highland City code requires the property owner to keep any runoff on their property. However, staff has informed Millhaven of this and this would be an agreement that is between them and the property owner if they are going to allow it.

No notice was required for City Council.

ANALYSIS:

- The General Plan designation for this property is Low Density Residential. The surrounding properties are zoned R-1-40 and the current zoning designation is R-1-40. The proposed subdivision is in conformance with the General Plan and compatible with the surrounding uses.

- Access to the site will be from Evergreen Way and 630 West.

- The standard ten (10) feet public utility easements have been included on the plat.

- The setbacks for each lot meets R-1-40 standards for setbacks of 30' for the front, 30' for the rear, and 15' for the sides.

- Lots 1-4 and 6-10 are demonstrating 130' frontage which meets the R-1-40 standards. Lot 5 is demonstrating 118' of frontage. This is not compatible with Section 3-4103 of the development code.

- Lot 5 frontage was decreased to give Highland City the 20' emergency access and public utility property. Staff requested this instead of having a 20' easement on lot 1. Other easements on private property throughout the City make access in an emergency harder for staff and can cause property damage to the property owners landscaping that may be placed over the easement.

- The plat is demonstrating 10 lots which is compatible with the number of allowed lots in the R-1-40 zone. 1 lot is between 20,000 square feet and 30,000 square feet and this is compatible with section 3-4103 of the development code.

- No fencing plan was provided. Section 3-612.2(e) of the development code requires a screen wall with a minimum height of six feet to be placed along the abutting property line along the trail. A stipulation has been created for this.

- Residents have expressed concerns about not having fencing installed during the DRC meeting and through emailed correspondence. Millhaven has confirmed that they will install a fence along the trail, but they intend to let the property owner install fencing on the individual lots.

- The irrigation ditch on the northside of the property will be piped.

- The 20' utility and emergency property will be a natural trail for residents to utilize. The trail will not be asphalted. The property is currently demonstrating as an easement on the plat and will need to be a dedicated parcel. A stipulation has been created for this.

- Residents have expressed concerns about removing all the trees on the property. Millhaven has confirmed that they intend on leaving as many trees as possible.

CONCLUSION:

With the proposed stipulations, the proposed Preliminary Plat appears to meet the required findings for approval.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on April 28, 2020. There were no resident comments for the proposed amendment. One resident spoke during the meeting and wanted clarification on the road connection into 630 W and where the utilities were going to be stubbed. The Commission voted unanimously to recommend approval of the Preliminary Plat subject to the following stipulations:

1. The recorded plat conforms to the final plat date stamped February 27, 2020 except as modified by these stipulations.
2. All public improvements shall be installed as required by the City Engineer.
3. The civil construction plans shall meet all requirements as determined by the City Engineer.

4. A six-foot (6') fence shall be installed along the trail and fencing shall comply with all of Highland City fencing standards.
5. The 20' public utility and trail will need to be a dedicated parcel to Highland City.

Subsequent to the meeting staff realized stipulation 1 should have been worded differently. The proposed updated wording for stipulation one should be as follows:

1. The final plat shall be in substantial conformance with the preliminary plat received February 27, 2020.

City Staff also recommends the following stipulation in addition to the 5 proposed by Planning Commission:

1. The Developer shall be responsible to acquire any right of way needed that currently does not exist.

RECOMMENDATION AND PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** case PP-20-01, a request for approval of the Evergreen Subdivision preliminary plat, subject to the five (5) stipulations recommended by Planning Commission and the additional 1 (one) stipulation added by City staff.

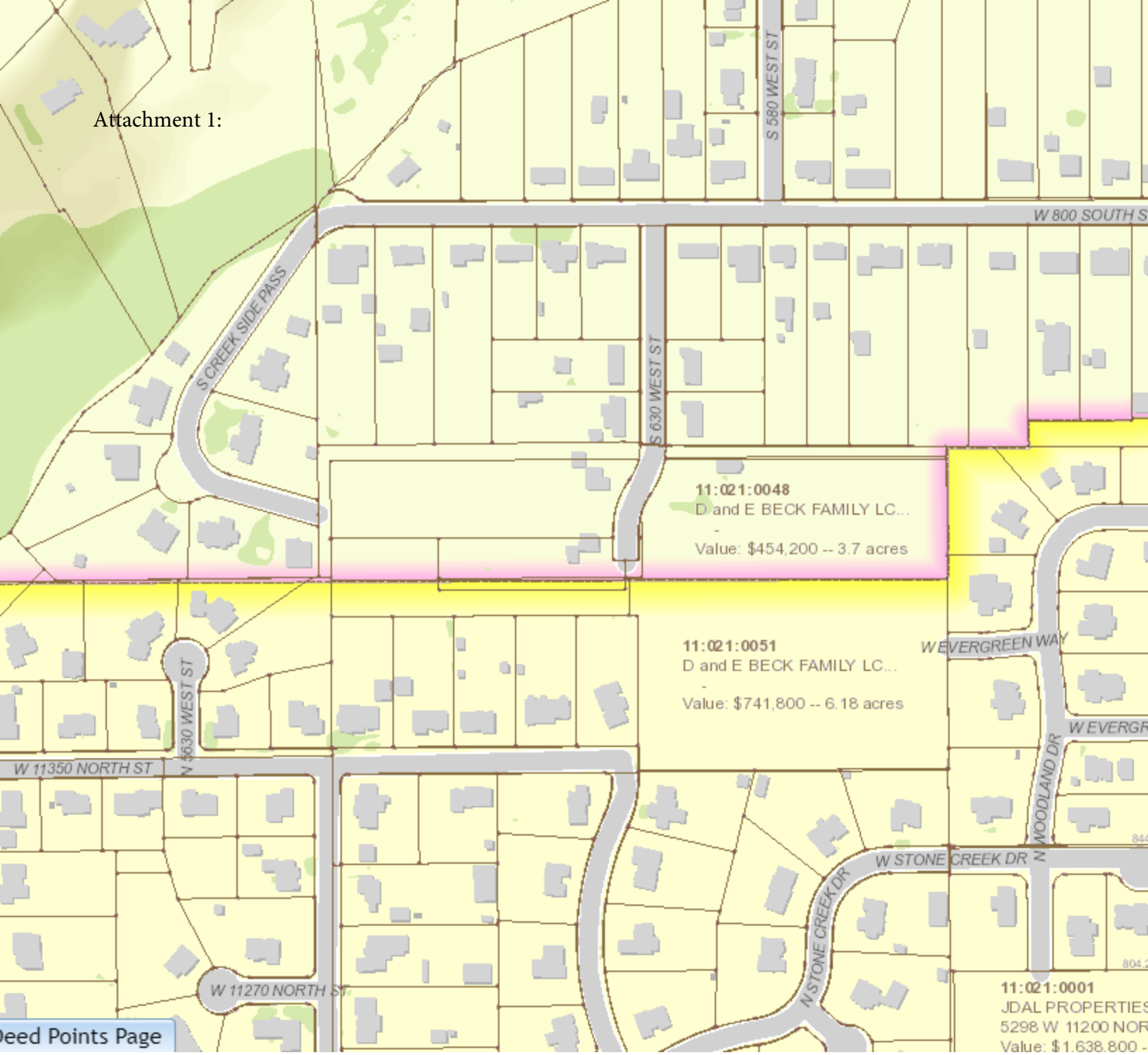
FISCAL IMPACT:

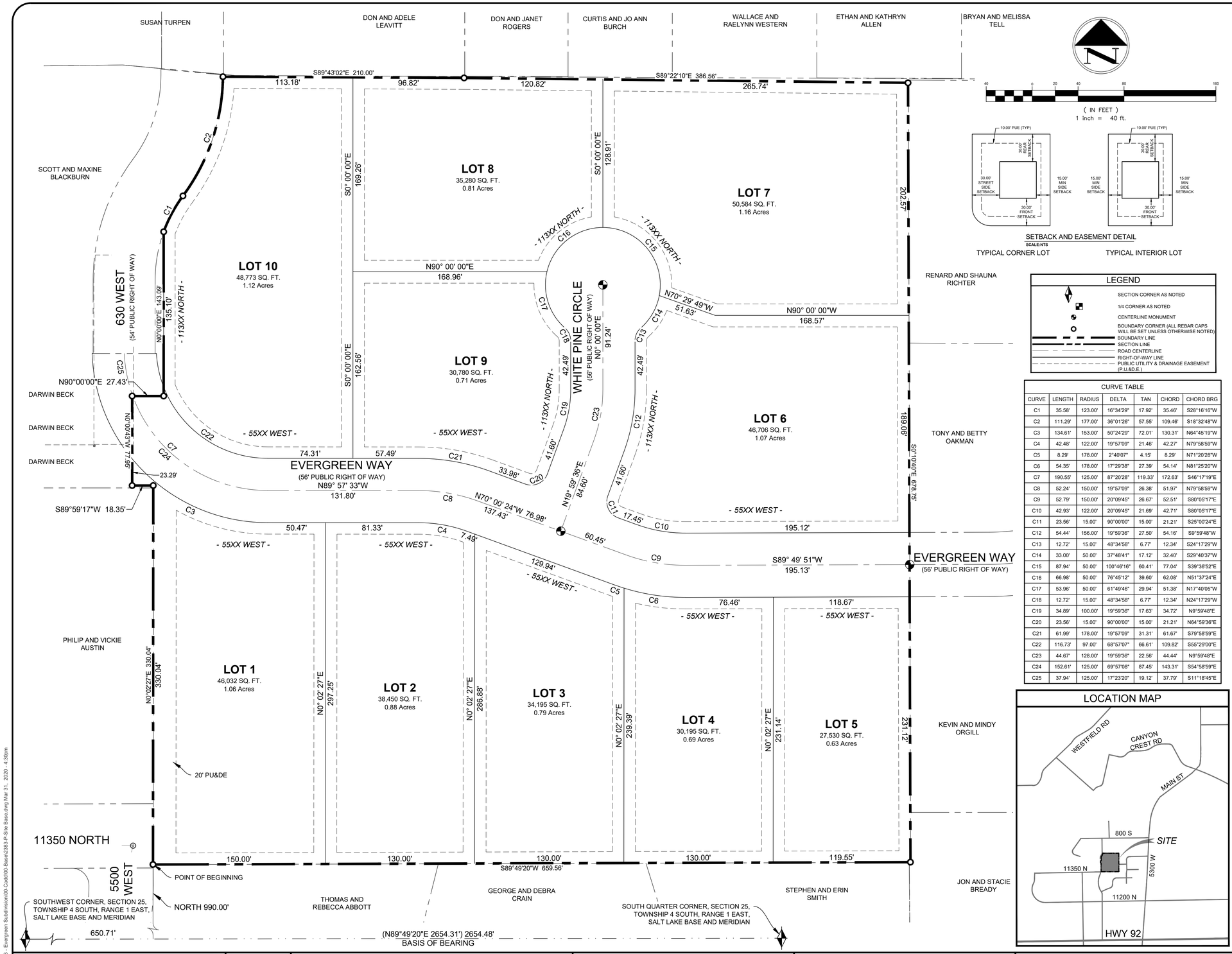
This action will not have a financial impact on this fiscal year's budget expenditure.

ATTACHMENTS:

1. Vicinity Map
2. Proposed Plat
3. Email correspondence

Attachment 1:





SETBACK AND EASEMENT DETAIL
SCALE:NTS

TYPICAL CORNER LOT TYPICAL INTERIOR LOT

LEGEND

- SECTION CORNER AS NOTED
- 1/4 CORNER AS NOTED
- CENTERLINE MONUMENT
- BOUNDARY CORNER (ALL REBAR CAPS WILL BE SET UNLESS OTHERWISE NOTED)
- BOUNDARY LINE
- SECTION LINE
- ROAD CENTERLINE
- RIGHT-OF-WAY LINE
- PUBLIC UTILITY & DRAINAGE EASEMENT (P.U.&D.E.)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TAN	CHORD	CHORD BRG
C1	35.58'	123.00'	16°34'29"	17.92'	35.46'	S28°16'16"W
C2	111.29'	177.00'	36°01'26"	57.55'	109.46'	S18°32'48"W
C3	134.61'	153.00'	50°24'29"	72.01'	130.31'	N64°45'19"W
C4	42.48'	122.00'	19°57'09"	21.46'	42.27'	N79°58'59"W
C5	8.29'	178.00'	2°40'07"	4.15'	8.29'	N71°20'28"W
C6	54.35'	178.00'	17°29'38"	27.39'	54.14'	N81°25'20"W
C7	190.55'	125.00'	87°20'28"	119.33'	172.63'	S46°17'19"E
C8	52.24'	150.00'	19°57'09"	26.38'	51.97'	N79°58'59"W
C9	52.79'	150.00'	20°09'45"	26.67'	52.51'	S80°05'17"E
C10	42.93'	122.00'	20°09'45"	21.69'	42.71'	S80°05'17"E
C11	23.56'	15.00'	90°00'00"	15.00'	21.21'	S25°00'24"E
C12	54.44'	156.00'	19°59'36"	27.50'	54.16'	S9°59'48"W
C13	12.72'	15.00'	48°34'58"	6.77'	12.34'	S24°17'29"W
C14	33.00'	50.00'	37°48'41"	17.12'	32.40'	S29°40'37"W
C15	87.94'	50.00'	100°46'16"	60.41'	77.04'	S39°36'52"E
C16	66.98'	50.00'	76°45'12"	39.60'	62.08'	N51°37'24"E
C17	53.96'	50.00'	61°49'46"	29.94'	51.38'	N17°40'05"W
C18	12.72'	15.00'	48°34'58"	6.77'	12.34'	N24°17'29"W
C19	34.89'	100.00'	19°59'36"	17.63'	34.72'	N9°59'48"E
C20	23.56'	15.00'	90°00'00"	15.00'	21.21'	N64°59'36"E
C21	61.99'	178.00'	19°57'09"	31.31'	61.67'	S79°58'59"E
C22	116.73'	97.00'	68°57'07"	66.61'	109.82'	S55°29'00"E
C23	44.67'	128.00'	19°59'36"	22.56'	44.44'	N9°59'48"E
C24	152.61'	125.00'	69°57'08"	87.45'	143.31'	S54°58'59"E
C25	37.94'	125.00'	17°23'20"	19.12'	37.79'	S11°18'45"E

LOCATION MAP

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED USING THE STATE PLANE BEARINGS PUBLISHED BY THE UTAH COUNTY SURVEYORS OFFICE. ALONG THE QUARTER SECTION LINE COMMON TO SECTIONS 25 AND 36, FROM THE CORNER COMMON TO SECTIONS 25, 26, 35 AND 36 TO THE QUARTER CORNER COMMON TO SECTION 25 AND 36.

SURVEYOR'S CERTIFICATE

I, MICHAEL WANGEMANN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6431156, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT 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 AND STREETS, HEREAFTER TO BE KNOWN AS **EVERGREEN SUBDIVISIONAND THAT** SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

_____
MICHAEL WANGEMANN, PLS

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 89°48'20" EAST 650.71 FEET ALONG THE SECTION LINE AND NORTH 990.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°02'27" EAST 330.04 FEET ALONG A BOUNDARY LINE AGREEMENT ENTRY NO. 70796:1995; THENCE SOUTH 89°59'17" WEST 18.35 FEET ALONG A VINYL FENCE LINE; THENCE NORTH 00°00'43" WEST 77.95 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 COURSES 1) NORTHEASTERLY 35.59 FEET ALONG THE ARC OF A 123.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°34'38" (WHICH LONG CHORD BEARS NORTH 28°16'18" EAST 35.46 FEET; 2) NORTHEASTERLY 111.29 FEET ALONG THE ARC OF 177.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°01'28" (WHICH LONG CHORD 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 A 8 FOOT WIRE FENCE LINE TO A METAL FENCE POST; THENCE SOUTH 00°10'40"EAST 678.75 FEET ALONG THE WEST LINE OF HIGHLAND MEADOW ESTATES PLAT "A"; THENCE SOUTH 89°49'20" WEST 659.56 FEET ALONG THE NORTH LINE OF STONE CREEK PLAT "A" TO THE POINT OF BEGINNING.

CONTAINS 10.196 ACRES

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT _____, THE _____UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

EVERGREEN SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNER(S) HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET.
IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____ THIS_____ DAY OF _____ , 20____

_____ _____
SIGNATURE

ACKNOWLEDGEMENT

LIMITED LIABILITY COMPANY

STATE OF UTAH)
: ss
COUNTY OF)

ON THIS ____ DAY OF _____, IN THE YEAR 20___, BEFORE ME, _____,
PERSONALLY APPEARED_____, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS A_____, [MEMBER WITH MANAGEMENT AUTHORITY] [MANAGER] OF _____, A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

_____
NOTARY SIGNATURE

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 UTILITIES EASEMENTS IDENTIFIED ON THE 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 FACULTIES 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 OWNER'S EXPENSE. AT NO TIME ANY PERMANENT STRUCTURE BE PLACED WITHIN THE PIE OR ANY OTHER OBSTRUCTIONS WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACULTIES IN THE PUE.

ROCKY MTN POWER _____ DATE _____
CENTURYLINK _____ DATE _____
COMCAST _____ DATE _____

QUESTAR GAS

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS 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 ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICES. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT OF WAY DEPARTMENT.

APPROVED THIS DAY _____ DAY OF _____, 20_____
DOMINION ENERGY
BY: _____ TITLE: _____

EVERGREEN SUBDIVISION

PRELIMINARY PLAT

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

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

DATE: 2/27/20
DRAWN: RL
CHECKED: MW

SHEET 1 OF 1

OWNER CONTACT INFORMATION
MILLHAVEN HOMES
TYRELL GRAY
TYRELL@MILLHAVENDEVELOPMENT.COM
272 W 200 N #100, LINDON, UT 84042
(801) 443-6540

PROPERTY ADDRESS
APPROXIMATELY 900 SOUTH 630 WEST
HIGHLAND CITY, UTAH

PROJECT INFORMATION
CURRENT ZONING R-1-40
FEMA FLOOD AREA ZONE X
NUMBER OF LOTS: 10

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS_____DAY OF _____, 20____ BY THE HIGHLAND CITY ATTORNEY.

HIGHLAND CITY ATTORNEY

HIGHLAND CITY COUNCIL

APPROVED AS TO FORM THIS_____DAY OF _____, 20____ BY THE HIGHLAND CITY ATTORNEY.

HIGHLAND CITY MAYOR

PLANNING COMMISSION APPROVAL

APPROVED THIS_____DAY OF_____, 20____ BY THE HEBER CITY PLANNING COMMISSION

CHAIRMAN, PLANNING COMMISSION

SURVEYOR SEAL	NOTARY PUBLIC SEAL	HIGHLAND CITY ENGINEER SEAL	HIGHLAND CITY RECORDER SEAL

RECEIVED
By Tara Tannahill at 3:16 pm, Apr 16, 2020

P:\Shared Files\Projects\2383 - Evergreen Subdivision\00-Cad\00-Base\2383-P-Site Base.dwg Mar 31, 2020 - 4:30pm

SUSAN TURPEN

DON AND ADELE LEAVITT

DON AND JANET ROGERS

CURTIS AND JO ANN BURCH

WALLACE AND RAELYNN WESTERN

ETHAN AND KATHRYN ALLEN

BRYAN AND MELISSA TELL

CONNECT TO EXISTING IRRIGATION PIPELINE

INSTALL CURB, GUTTER, AND SIDEWALK PER 54' ROAD CROSS SECTION

SCOTT AND MAXINE BLACKBURN

INSTALL 15" PVC IRRIGATION LINE IN PLACE OF IRRIGATION DITCH. MIN S=0.5%

250' HYDRANT COVERAGE AREAS

RENARD AND SHAUNA RICHTER

CITY STANDARD FIRE HYDRANT

LOT 8
35,280 SQ. FT.
0.81 Acres

LOT 7
50,584 SQ. FT.
1.16 Acres

LOT 10
48,773 SQ. FT.
1.12 Acres

630 WEST
(54' PUBLIC RIGHT OF WAY)

WHITE PINE CIRCLE
(56' PUBLIC RIGHT OF WAY)

END HIGHLAND CITY 54' RIGHT OF WAY, BEGIN 56' HIGHLAND CITY RIGHT OF WAY

TRANSITION CURB, GUTTER AND WALK TO MATCH SMALLER CROSS SECTION

LOT 9
30,780 SQ. FT.
0.71 Acres

LOT 6
46,706 SQ. FT.
1.07 Acres

STORM DRAIN SUMP MANHOLE PER CITY STANDARD

DARWIN BECK

DARWIN BECK

STORM DRAIN SUMP MANHOLE PER CITY STANDARD

DRY UTILITY CONDUIT BANK

TONY AND BETTY OAKMAN

EVERGREEN WAY
(56' PUBLIC RIGHT OF WAY)

ELECTRICAL BOX

OVERFLOW DRAINAGE SWALE

EVERGREEN WAY

STORM DRAIN SUMP MANHOLE PER CITY STANDARD

CITY STANDARD FIRE HYDRANT

TRANSITION CURB, GUTTER AND WALK TO MATCH EXISTING

PHILIP AND VICKIE AUSTIN

LOT 1
46,032 SQ. FT.
1.06 Acres

LOT 2
38,450 SQ. FT.
0.88 Acres

LOT 3
34,195 SQ. FT.
0.79 Acres

LOT 4
30,195 SQ. FT.
0.69 Acres

LOT 5
27,530 SQ. FT.
0.63 Acres

KEVIN AND MINDY ORGILL

11350 NORTH

OVERFLOW DRAINAGE SWALE, CONNECT TO EXISTING RIGHT OF WAY

CONNECTION TO EXISTING SEWER MANHOLE

5500 WEST

THOMAS AND REBECCA ABBOTT

GEORGE AND DEBRA CRAIN

STEPHEN AND ERIN SMITH

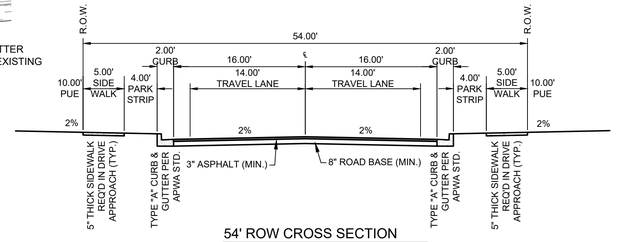
JON AND STACIE BREADY

(IN FEET)
1 inch = 40 ft.

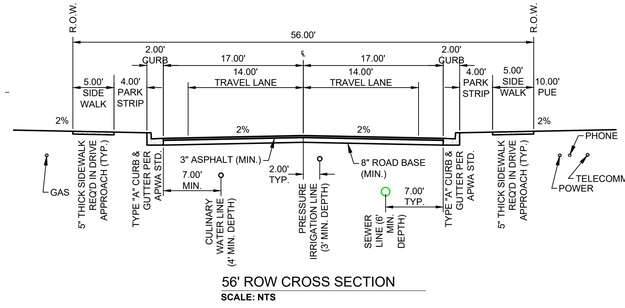
LEGEND

- EXISTING WATER LINE
- 8" PVC C-900 (DR-18 BLUE) WATER LINE
- EXISTING SANITARY SEWER LINE
- SANITARY SEWER PIPE (SIZE AS NOTED)
- EXISTING PRESSURIZED IRRIGATION LINE
- 8" PVC C-900 PRESSURIZED IRRIGATION LINE
- STORM DRAIN PIPE (SIZE AS NOTED)
- CULINARY WATER LATERAL
- IRRIGATION WATER LATERAL
- SANITARY SEWER LATERAL WITH CLEANOUT
- STANDARD SEWER MANHOLE
- STANDARD FIRE HYDRANT
- 8" WATER VALVE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

UTILITY NOTES:
1. ALL UTILITIES SHALL CONFORM TO CITY STANDARD DRAWINGS AND REQUIREMENTS.
2. CONTRACTOR TO COORDINATE ALL DRY UTILITY LOCATIONS (POWER, GAS, PHONE, & CABLE) WITH EACH UTILITY COMPANY.



54' ROW CROSS SECTION
SCALE: NTS



56' ROW CROSS SECTION
SCALE: NTS

SCOTT P. MCFARLAND
No.504870
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

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

No.	DESCRIPTION	BY	DATE
	REVISIONS		

SCALE (HORIZ): 1"=40'
SCALE (VERT): N/A
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 03.27.2020
PROJECT No. 2383

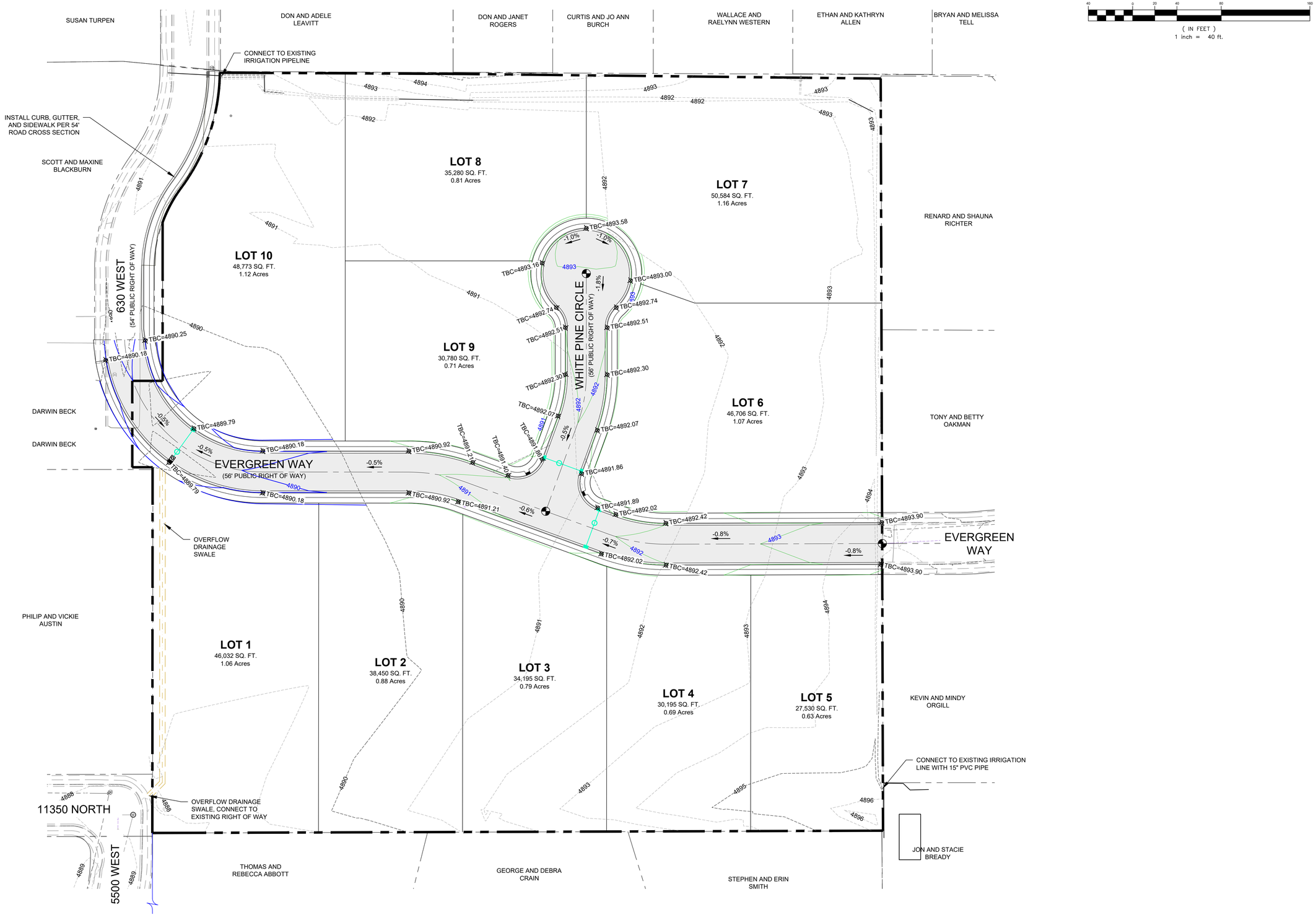
EVERGREEN SUBDIVISION

PRELIMINARY UTILITY PLAN

HIGHLAND CITY, UTAH COUNTY, UTAH

SHEET
PU1

P:\Shared Files\Projects\2383 - Evergreen Subdivision\00-Cadd\00-Base\2383-P-Site Base.dwg Mar 31, 2020 - 4:30pm



(IN FEET)
1 inch = 40 ft.

P:\Shared Files\Projects\2383 - Evergreen Subdivision\00-Cad\00-Base\2383-P-Site Base.dwg Mar 31, 2020 - 4:30pm

SCOTT P. MCFARLAND
No.504870
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

No.	DESCRIPTION	BY	DATE
	REVISIONS		

SCALE (HORIZ): 1"=40'
SCALE (VERT): N/A
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 03.27.2020
PROJECT No. 2383

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

EVERGREEN SUBDIVISION

PRELIMINARY GRADING PLAN

HIGHLAND CITY, UTAH COUNTY, UTAH

SHEET
PG1

Attachment 3:

HIGHLAND CITY

EMAIL CORRESPONDANCE

DATE: June 4, 2020
SUBJECT: Email Correspondence for PP-20-01

Email from Philip Austin on June 3, 2020**:**

Design Review Committee (DRC)
Evergreen Farms Subdivision approximately at 6000 W. Evergreen Way

OK with the proposed road layout that does not encroach on the neighbors backyards on the south. Our property (Phil and Vickie Austin) is on the southwest side of the proposed subdivision. The proposed street will skirt the back corner of our lot. Will there be a privacy fence built to separate the subdivision from our back yard? There are juniper trees that border our property with the estate. These trees that are on the back portion of our property are small. These trees on the front portion our property are tall and large. Will the portion juniper trees that have grown quite tall on the southwest portion of the subdivison and border our property be preserved in the plans? Will there be a point of contact to discuss the options?

General concerns:
The impact will this new subdivision have on primary and secondary water.
Increase traffic. This will increase traffic on Alpine Highway. With their be an additional light in the City Plans, say at 5500 West so one will be able to cross Timpanogos Highway safely to access businesses?

Phil Austin

Email from Don Leavitt on June 3, 2020**:**

An amendment to the City Code has been proposed to not require recreation areas in PDs smaller than 2

Affected Property Owner: Don and Adele Leavitt 883 S 630 W, Alpine

Dear Design Review Committee Members:
As one of the impacted property owners along the north boundary of the proposed Evergreen Farms Subdivision, I would like to thank the City of Highland for soliciting our comments concerning this proposed development.
I believe of all the impacted property owners north of this development, our property at 883 South 630 West – north of Lots 8 and 10 – will be the most impacted. While the other north side property owners have homes that are located hundreds of feet away from the development boundary – many with pastures that separate their yards from the development boundary – our home and yard are located right adjacent to the development boundary. For this reason my wife and I have some concerns and requests that specifically deal with that proximity, as listed below.

1) Traffic to/from Evergreen Way to 630 West (Alpine)

a. Install a speed bump and signage for "SLOW – CHILDREN AT PLAY" at the transition of Evergreen Way to 630 West. We are very concerned about traffic traveling at unsafe speeds once our road is no longer a dead end road.

2) Continuation of sidewalk from our property (630 West 883 South Alpine) south onto Evergreen Way
    a. Provide a smooth and aesthetic continuation of the sidewalk along the east side of 630 West south to the side walk for Evergreen Way (north side). Since 630 West will now continue on to Evergreen Way, families and children will naturally want to walk along the road in both directions. A good attractive sidewalk will provide a safe place for children to walk.
    b. Replace deteriorated sections of sidewalk (about 45 feet) in front of our property with new, or re-surfaced, cement sections. Since the sidewalk in front of our house will no longer be a dead end which has been essentially unused up to now, the deteriorated portions of that sidewalk will need to be replaced to encourage people to use the sidewalk, rather than walking on the street.
3) Excess surface irrigation water runoff from our property to drainage ditch crossing to west side of 630 West
    a. Provide a covered water egress through the sidewalk at the south end of our property that ties into the covered irrigation ditch that crosses 630 West in the same location. Up till now, the previous property owners gave us permission to allow excess/unused surface irrigation water from our property to run onto the tree farm. Since that will no longer be available, we require a way for any excess irrigation water to exit our property to a reasonable location.
4) Privacy
    a. Now that residences will be located adjacent to our property, we request that a solid privacy fence/wall (6 ft high) be built along the property boundary. If it is determined that the existing chain-link fence be removed to allow for the new fence/wall, that will be at the developer's expense and executed in such a way as to cause no damage to structures and landscaping on our property.
5) Removal of (tall) pines and other evergreens just south of our property line (and only along our property)
    a. While our neighbors to the east of our property have generally expressed their hope to us that these tall evergreens not be cut down along their property lines, the proximity of these trees to our yard present unique issues for us. The tall pine and other evergreen trees close to our property line do cause, and will cause a number of problems:
        i. Being evergreen trees, these trees are very flammable. Should they ever catch fire they would almost invariably emit heat and embers that would set our roof on fire.
        ii. These trees have shallow surface roots that end up growing into large diameter roots that protrude above the ground. While many of these trees will be required to be removed to build the privacy fence/wall, those that might be left would continue to send out surface roots that would compromise the integrity of the privacy fence posts, or even completely ruin those posts.
        iii. Because these trees are so close to our property and send out dense surface roots, those roots have grown far into our property. This has resulted in those trees

taking a significant portion of the water we use for our own grass, flowers, shrubs, trees. Those roots also increase in diameter in our yard to become unsightly and unwelcome protruding roots that are extremely difficult to remove. Additionally, those dense surface roots make it almost impossible to landscape the south side of yard.

iv. Finally, these tall pine and other evergreen trees growing so close to our property cause excessive shade on our property and have sent out branches that extended up to 20, or more, feet over into our property. This excessive shade also makes it difficult to grow shrubs and flowers on the south side of our property.

We cordially submit these comments and concerns to the Design Review Committee hoping that you will find that you can accommodate our needs as this proposed development is further planned. This development will be a tremendous change for us, having lived here for 31 plus years. The above comments will allow us and the new neighbors to the south to be good neighbors, as well.

Sincerely,

Don and Adele Leavitt

LONE PEAK FIRE DISTRICT
5582 PARKWAY WEST DRIVE
HIGHLAND, UTAH 84003
(801) 763-5365
WWW.LONEPEAKFIRE.COM

REED M. THOMPSON, FIRE CHIEF

MEMORANDUM

DATE: 24 February 2020

TO: Tara Tannahill, City Planner, Highland City

CC: Nathan Crane, City Administrator, Highland City

FROM: Reed M. Thompson, Fire Chief

SUBJECT: MILLHAVEN HOMES CONCEPT PLAN

Upon review of the Conceptual Plan for Millhaven Homes associated with Utah County parcels 11:021:048 and 11:021:0051; comprising approximately 9.8 acres has the following comments:

- Connection to 630 West in Alpine which feeds from 800 South will provide for a much needed secondary access to the forty-eight lots which currently have a single access point for public safety. The fire code calls for secondary access for greater than thirty.
- Connectivity to the stub street Evergreen Way will provide secondary access to the Highland Meadow Estates Subdivision and completes an additional access to the local area reducing fire apparatus travel times to this property and neighboring subdivisions in both Highland and Alpine.
- Adequate fire hydrant spacing will be required meet the fire code. Where the two cities connect this will likely be dead ends for both water systems and should be factored into the hydrant placement.