



HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, October 20, 2020

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

VIRTUAL PARTICIPATION

 YouTube Live: <http://bit.ly/HC-youtube>

 Zoom: Call 1-346-248-7799 Meeting ID: 831 5701 2734

 Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order – Mayor Rod Mann

Invocation – Council Member Timothy A. Ball

Pledge of Allegiance – Council Member Kim Rodela

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. **Alpine School District** – Rob Smith, Assistant Superintendent /Business Administrator

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. **Approval of Meeting Minutes** *Administrative*
Administrative Appeal Meeting – September 1, 2020

b. **Final Plat Approval – Spruces Subdivision Plat B** *Administrative*
The City Council will consider a request by Ferran Construction for a Final Plat approval for a 4-lot subdivision located approximately at 4562 West 11000 North. The City Council will take appropriate action.

c. **Purchase Contract with Wheeler Machinery for a Backhoe** *Administrative*
The City Council will consider approval of a purchase contract with Wheeler Machinery for a backhoe for the amount of \$17,000 for the Street Department. The Council will take appropriate action.

d. **Library Board Bylaws Amendment** *Administrative*
The City Council will consider recently proposed changes in the Highland City Library Board Bylaws concerning duties of the Vice Chair and Secretary. The Council will take appropriate action.

4. INTERLOCAL AGREEMENT WITH AMERICAN FORK, CEDAR HILLS, AND PLEASANT GROVE *Administrative*

The City Council will consider an Interlocal Agreement with American Fork, Cedar Hills, and Pleasant Grove to facilitate the construction of the Mill Ditch Pipeline Enclosure Project. The Council will take appropriate action.

5. GROUND LEASE AGREEMENT EXTENSION – AMERICAN TOWERS *Administrative*

The City Council will consider a request by Christiana Abbis representing American Towers to extend a current ground lease agreement for city owned property located at 5600 West 11000 North. The lease allows for access, installation and maintenance of utilities for the construction, operation, and maintenance of a cell tower and other facilities. The Council will take appropriate action.

6. AMENDMENT TO THE WATER RESERVATION AGREEMENT *Administrative*

The City Council will consider a request by Perry Homes to modify the Water Reservation Agreement to allow the reservation of water shares prior to final plat approval. The Council will take appropriate action.

7. MITCHELL HOLLOW BASEBALL FIELD

The City Council will discuss a joint public private partnership for the improvement and maintenance of the Mitchell Hollow Baseball Field.

8. LIBRARY STRATEGIC PLAN

The City Council will discuss the strategic plan for the Highland City Library as proposed by the Library Board.

9. FEASIBILITY STUDY FOR EXPANDED LIBRARY PROGRAMMING SPACE

Administrative

The City Council will consider authorizing the Library to contract with CRSA to complete a feasibility study for expanded Library program space. The Council will take appropriate action.

10. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

a. Park Strips – *Todd Trane, City Engineer*

b. Future Meetings

- October 27, Planning Commission Meeting, 7:00 pm, City Hall
- November 10, City Council Meeting, 7:00 pm, City Hall
- November 17, Planning Commission Meeting, 7:00 pm, City Hall
- December 1, City Council Meeting 7:00 pm, City Hall
- December 8, 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 15th day of October, 2020

Stephannie Cottle, City Recorder

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



HIGHLAND CITY

HIGHLAND CITY COUNCIL ADMINISTRATIVE APPEAL MEETING

Tuesday, September 1, 2020

Waiting Formal 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: 859 1634 8327. 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, City Engineer Todd Trane, Planner & GIS Analyst Tara Tannahill, City Attorney Rob Patterson, City Recorder Stephanie Cottle, Parks Superintendent Josh Castleberry

OTHERS PRESENT: Ryan & Marilee Barker

PRESENT ONLINE:

6:00 – 6:45 PM ADMINISTRATIVE APPEAL MEETING

The meeting was called to order by Mayor Rod Mann as an Administrative Appeal Meeting at 6:05 p.m. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

1. RYAN AND MARILEE BARKER APPEAL OF CITY ADMINISTRATOR DECISION REGARDING REMOVAL AND PROHIBITION OF CERTAIN TREES *Administrative*

The City Council will consider and issue a decision on an appeal by Ryan and Marilee Barker of City staff's enforcement actions regarding certain trees planted by the Barkers on City property.

Rob Patterson, City Attorney, presented the staff report which included the decision by City Administrator Nathan Crane as well as pictures and other information provided by the Barkers. He stated that the City was aware of the Barkers planting trees within the Canterbury North Park in 2015. Two notices had been sent out to have the trees removed. The Barkers claimed they never received these and there was no way to verify this. In 2018, the issue

was brought up again and several more notices were exchanged. A conversation was had with the Barkers and the City forester regarding which trees needed to be removed. The City's position was that they had been consistent with all of the notices that had been issued about which trees needed to be removed; however, this was understood differently by the Barkers. In 2019 and 2020 a separate issue arose with trees planted not in the park but along the trail adjacent and behind the Barkers' house. The issue was to be decided as to what to do with these trees and whether or not to uphold the City Administrator's decision or to modify it in certain ways. The City's recommendation both from Staff and from Mr. Patterson was that the trees be removed both in the park and along the trail. Mr. Patterson identified these trees for Council. Staff was open to reviewing a plan for the trees in the trail subject to prior review and approval by the City. City staff needed to retain the discretion to handle any trees on public property that it needed to.

City Attorney Rob Patterson said he reviewed the City's code wherein it stated that modification of public property without permission was prohibited. This was not a criminal proceeding and there was no citation; furthermore, it was also not an abatement proceeding. He explained that this was a proceeding where the City was asking the Barkers to desist this activity and not do it in the future. The Barkers would be allowed to salvage the trees, if possible. He continued his review of the City's code regarding the issue.

City Attorney Rob Patterson presented an aerial map and identified the Barkers property, the park, and the trail that ran northeast that had been pulled off of the County's parcel map. Additionally, he showed the progression of the park and the planting of the trees under discussion. In 2015, a number of trees had been added, in 2018 there were additional trees, and the 2019 map showed which trees had been noticed and needed to be removed. The notices that had been issued by the City were included in the report.

Council Member Kurt Ostler asked about action from the City after the notices were issued. City Attorney Rob Patterson said that certain trees had been removed from the area. The 2015 notices had never been received by the Barkers, so they were unclear what had happened with those. In 2018, notices had been sent out and there was a back and forth discussion. Certain trees had been removed but the City and the Barkers had different positions about what had been communicated. The Barkers believed that they had complied with what the City had requested but there had been no citation issued or no City action immediately taken. There had been a separate petition in that area that had possibly put things on hold that led to this point.

Council Member Kurt Ostler asked about an Eagle Scout planting project in this area and asked what the City's stance on that project was. City Attorney Rob Patterson replied that he was unsure as to what project Council Member Kurt Ostler was referring, but he did not believe there was ever a final approval for such a project in that area.

Mr. Barker stated that he appreciated the City's time and that this was an uncommon situation. He stated that when they moved to Highland, they knew they were moving in next to a park and trail, and they never expected that this would be anybody's problem but theirs. They tried to follow the agreements with the City in how they acted but also acknowledged that the trees along the back of their property were done without consent and he wanted to acknowledge their mistakes. He stated that as was represented by Council they could either uphold the decision or they also had the ability to modify the outcome of this situation. He stated that Greg Skordis had become involved with the neighborhood as it had become a neighborhood issue that dealt with more than just the trees. He stated that Mr. Skordis was running for Utah Attorney General and wanted to take this case on pro-bono but was unable to be in attendance that evening. Their hope was that Mr. Skordis was someone that could guide a productive discussion on the issue which would lead to a better outcome for everybody as they proceeded.

Mr. Barker stated that going back to 2015 there had been an Eagle project initiated by someone in his neighborhood that wanted to plant trees in the park because there were so few of them. He stated that since he was involved with the scouts, he had made a call to the City that he did not have a record of, but the idea had been

presented. The idea was denied by the Board of Eagle Scouts so the scout that had initially suggested it ended up doing another project. However, Mr. Barker called the City again and asked if he could do what the scout had proposed in planting trees and was told that he could do it if it was spaced out and the appropriate species were planted; therefore, this is what he did. He said he received a notice in the mail that he had responded to in 2018 in which the City forester had come out to meet with him and look at each tree. From that meeting, Mr. Barker had been instructed to move two trees and he had immediately complied in doing so. He had placed one in his yard and had gifted one.

Mr. Barker stated that in 2019 they had petitioned to buy the property behind them on the trail, which was denied, and he understood this was a fair vote. In that meeting the Council said that they recognized that there was a problem on that trail and that a solution was necessary. A year later nothing had happened which was frustrating for him and his neighbors. In choosing to plant the trees behind his home he had not gone out and sought special permission. They were only trying to help the City. He said they were told they were creating a screen, but the trees were spaced six feet apart. He passed out pictures to illustrate his point. They had taken precautions when planting the trees.

Council Member Kurt Ostler asked what was planted along the trail, to which Mr. Barker replied Columnar Spruce.

Mrs. Barker stated that they were unaware of everything that would come with owning property along the park and trail and acknowledged that this was not the City's fault. They were hoping to improve their home for their family and to make it a safe and private place, and these trees offered that extra security. What had been confusing to them was that every other person along the trail felt the same way; this complaint had been biased against them which was frustrating.

In response to a question from Council Member Kurt Ostler, Mr. Barker replied that there were several areas along the Highland path with evergreens planted but not in that particular location. He asked if it was the type of tree that mattered. Council Member Kurt Ostler stated that he had seen trees that went up and over the top where the Columnar spruce would grow 30 feet tall and ten feet wide. Mrs. Barker asked if the issue was whether they had planted a tree or had planted that specific type of tree. She said they had heard from Mr. Crane that it was because they had planted trees in general. She stated that every other person back there had planted trees and she wondered why they were specifically getting complaints.

Council Member Kurt Ostler asked why they did not plant the trees on their own property. Mrs. Barker stated that if they would have put the trees on their side then they wouldn't have had a backyard. There was further deliberation on the matter.

City Administrator Nathan Crane referred to the aerial photos and stated that there was a mix of trees that remained from the development and some that had been planted by residents over time. Council Member Kurt Ostler stated that the home that the Barkers lived in used to belong to the Johnsons and there were trees there that were at least 50 years old. He asked about soccer nets and commented that there was a soccer net on the City property. Mr. Barker replied that they lived there and that is where their kids played. Mrs. Barker stated that they were happy to move it but they had never been asked. Staff noted it had to be moved to mow so technically it was a liability. Mrs. Barker replied that the mowers were always nice to her and her kids.

Council Member Kim Rodela stated that she had reached out to quite a few neighbors on the trail along the park and had received the same answer from every person. They felt like it was an annexation of the yards and that it was a problem. They said they could not enter sections of the trail because they felt like they were trespassing. Some had even had their kids told that they were not allowed into certain areas. She loved this area of the trail because of all the big trees but she thought the difference was that there were flowering pears. She said she didn't

mind having trees there she just wanted their trees to be the same as everyone else's. She asked if there was an ordinance that they had that specified what types of trees were allowed and what were not. She stated that this was partly the City's fault because there was not anything that specifically said what the Barkers could and could not do. She stated that her and Council Member Brittney P. Bills had gone up and down this trail and had taken it seriously because this was not something that the Barkers should even have to deal with.

City Attorney Rob Patterson stated that there was a specific list of acceptable trees; evergreens were on the list that were prohibited along public rights-of-way. Council Member Kim Rodela asked if everything would be fine if the evergreens were removed. Council Member Kurt Ostler asked for clarification on whether or not the City had to approve the planting of any tree. City Attorney Rob Patterson replied that they would have to request approval from the City administration not City Council; staff would review it and then give a decision.

Mrs. Barker stated that she knew none of the neighbors had done that and asked if they were being made an example of in this situation. Council Member Kurt Ostler stated that notices had been sent in 2015 and 2018. He and another person walked the trail that day, and the property lines between the Barkers and the City's properties were unclear.

Mrs. Barker stated that their area had become very public so she was frustrated by what Council Member Kim Rodela had said. She stated that they had people constantly coming through their property asking for water or to use the bathroom, but they had never told people that the City property was their property. They had never felt that way until they got the notices.

Mayor Rod Mann stated that the trees that they had planted were specifically prohibited. Mr. Barker stated that they were willing to comply and that when they asked if they could plant any trees they were told no. He stated that if something were not in compliance, they understood and would comply. However, he hoped there could be additional planting allowed that made it more consistent with the rest of the trail.

Council Member Timothy A. Ball stated that he had also spoken with people and from what he had heard was a concern with presumptive ownership not the trees themselves. Mr. Barker asked if there was a way that they could find a way to move some trees while maintain others. Council Member Kurt Ostler asked if there would be a code issue with the fence along the trail if the trees were moved to the Barker's property

Mrs. Barker commented that her neighbors had large lavender trees along their fence. Council Member Kurt Ostler asked if moving that type of foliage to the south side would be allowed. He stated that he had walked behind their house and agreed that it might be uncomfortable to have someone that close to their back deck. There was further deliberation on the matter.

Police Chief Brian Gwilliam arrived at 6:50 pm.

Council Member Kim Rodela stated that she loved trees and asked if there was a way that they could remove some of the trees and keep some of the trees. Additionally, she suggested giving the Barkers a list of approved trees so they could work with the City to plant more.

Mayor Rod Mann stated that they had conflicting reports and if it was him voting he would defer to what park staff recommended. When they identified which trees were to be removed, they would work with the Barkers to try to get them some of their money back.

Council Member Scott Smith arrived 6:52 pm.

Council Member Kurt Ostler stated that he liked Council Member Kim Rodela's suggestion and thought there was a better option than the Norwegian spruces in that area. He stated that the purpose of the Norwegian spruce was to fill in and to block and so he was not sure this was the best tree for the trail. He was not opposed to the Barkers putting in different species there. He stated that Josh Castleberry could give them guidance.

City Administrator Nathan Crane stated that the Barkers could identify the ones that they wanted to keep, and staff would replant them in different areas of Canterbury Park.

Mrs. Barker stated that the reason they had looked for a suitable tree was to protect their home and provide privacy. Mrs. Barker stated that Mr. Crane did not live in Highland and it was frustrating to have someone that did not live in their neighborhood make decisions for them.

Mayor Rod Mann summarized the key points of the discussion.

Council Member Kurt Ostler MOVED that the City Council recommend that the Barkers remove the trees along the trail which are the Columnar Norwegian Spruces, and they bring back a plan for trees which are on the City approved list and work with staff to implement that plan. Dealing with the trees along the stream, City Parks Department earmarks which trees can stay there to make it feel like it is City property and it is not enclosed off. Work with the Barkers if they would like to take trees onto their own property or dispose of them by at least October 1, 2020. If the Barkers have not removed them by that date, then the Parks Department can move them elsewhere in the Canterbury area. Timothy A. Ball SECONDED the motion.

Council Member Scott L. Smith asked if there was a list of trees that could be planted along the trail. Rob Patterson referenced Development Code 2-36-160A which was a list of acceptable trees.

The vote was recorded as follows:

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

The motion passed 4:1.

ADJOURNMENT

The meeting adjourned at 7:02 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 September 1, 2020. This document constitutes the official minutes for the Highland City Administrative Appeal Meeting.

Stephannie Cottle
City Recorder



CITY COUNCIL AGENDA REPORT

ITEM #3b

DATE: October 20, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Bronson
Planner and GIS Analyst
SUBJECT: Final Plat Approval – Spruces Subdivision Plat B
Administrative

PURPOSE:

The City Council will consider a request by Ferran Construction for a Final Plat approval for a 4-lot subdivision located approximately at 4562 West 11000 North. The City Council will take appropriate action.

BACKGROUND:

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.

The City Council approved the Preliminary Plat on August 18, 2020.

Final Plat approval is an *administrative* process.

SUMMARY OF THE REQUEST:

1. The applicant is requesting approval of a 4 single-family residential building lots located approximately at 4562 W 11000 N.
2. Access to the site will be from Snowflake Drive
3. Lot 4 has a 20' Sanitary sewer and PUE on the west side of the property.

CITIZEN PARTICIPATION:

Notification if not required for Final Plats.

ANALYSIS:

- The General Plan designation for this property is Low Density Residential. The surrounding properties are zoned R-1-40 and non-conforming R-1-20 on the west side of the property. 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 Snowflake Drive.
- The standard ten (10) feet public utility easements have been included on the plat.
- The setbacks for each lot meets the R-1-40 standards for setbacks of 30' for the front, 30' for the rear, and 15' for the sides.
- All four lots are demonstrating 130' of frontage and are 30,000 square feet or more.
- Easements allow City and Utility companies, if applicable, to access the easement. No buildings or other permanent structures are allowed to be placed on an easement. However, in other areas of the city residents have placed structures over an easement, and if Highland City needs to remove the structure the cost of the removal or damage to the structure is at the property owners expense.
- UDOT has requested that lot 4 not be granted access onto Timpanogos Highway. If they want access in the future, they will need to apply with UDOT through the access permit process. A stipulation has been created for this.
- The road is stubbed to the Peterson property on the west side of this property for future development.

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 R-1-40 District.
- It conforms to the Development Code as applicable.

RECOMMENDATION AND PROPOSED MOTION:

I move that the City Council accept the findings and **APPROVE** case FP-20-05, a request for approval of the Spruce Subdivision final plat, subject to the four stipulations recommended by staff:

1. The recorded plat shall be in substantial conformance with the final plat received October 15, 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. No access to lot 4 shall be provided from SR92 / Timpanogos Highway. A one-foot NVAE easement shall be added to the south lot line and a note shall be placed on the plat.
5. Parcels A and B shall be labeled as right of way on the recorded plat.

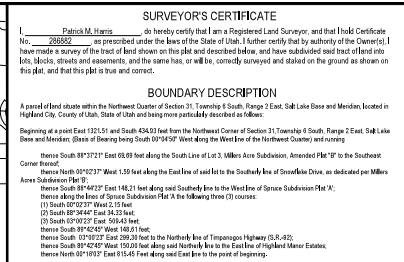
FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Final Plat

LOCATED IN THE NORTHWEST QUARTER OF SECTION 31,
TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN
HIGHLAND CITY, UTAH COUNTY, UTAH.



Contains 179,231 Square Feet, or 4.115 Acres, in 4 Lots and 2 Parcels

DATE _____ PATRICK M. HARRIS
CERTIFICATE NO. 269882
(SEE SEAL BELOW)

OWNER'S DEDICATION

We, all of the undersigned owners of all the property described in the Surveyor's Certificate hereon and shown on this map, have caused the same to be subdivided into lots, blocks, streets, and easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public. The public utility easements to all providers, public or private, and the irrigation easements to all lot owners, and their successors and assigns in perpetuity.

STATE OF UTAH
County of _____ J.S.S.

On the _____ day of _____ A.D. 20____ personally appeared before me the signors of the foregoing dedication who duly acknowledge to me that they did execute the same.

My commission expires: _____

NOTARY PUBLIC
"NOT RE" FOLLOWING

(SEE SEAL BELOW)

APPROVAL BY LEGISLATIVE BODY

THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF HIGHLAND CITY, COUNTY OF UTAH, APPROVES THIS SUBMISSION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSE FOR THE PERPETUAL USE OF THE PUBLIC. THIS _____ DAY OF _____, A.D. 20____.

APPROVED BY: MAJOR _____

APPROVED _____ ATTEST _____

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 _____, A.D. 20____, _____

HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____, _____ PLANNING COMMISSION CHAIR

COMMUNITY DEVELOPMENT DIRECTOR

CONDITIONS OF APPROVAL

CONDITIONS OF APPROVAL

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

- 1) 70% of the first scheduled rental installments the homeowner within one year after receiving a certificate of occupancy.
- 2) Landscaping and construction materials of any type used not permitted anywhere within the street, curb, gutter, sidewalk, parking strip or driveway (including on-way) with the exception of the parking strip which requires 75% of type used.
- 3) Areas that take space on any of the above listed conditions of space and safety. Forces (due to space and/or time) shall comply with HighRight City Ordinance, Article 10, Ordinance 100000 for differences.
- 4) **HighRight City Ordinance** restricts rental to the conditions above stated. It is the responsibility of the buyer to comply on day one to purchasing any lot. This restriction may be added to the sales order.

LOCATED IN THE NORTHWEST QUARTER OF SECTION 31,
TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN
HIGHLAND CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY/COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
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LEGEND

EXISTING STREET MONUMENT
 PROPOSED STREET MONUMENT
 SECTION CORNER
 SET 5/8" REBAR WITH YELLOW PL OR NAIL STAMPED "ENGIN ENG. SURV." AT ALL LOT CORNERS, OR TO BE PLACED IN BACK OF CURBS
 BOUNDARY LINE
 SECTION LINE
 CENTER LINE
 EASEMENT LINE

SHEET 1 OF 1
 PROJECT NUMBER: 5622
 DESIGNED BY: DAJ
 CHECKED BY: KWH
 DATE: 9/10/20

KE CITY
S., Suite 500
9070
55.0629
4449
KJL/GCM

LAYTON
Phone: 801/542-1180

TOOELE
Phone: 435/244-2690

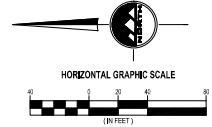
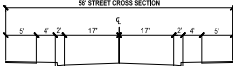
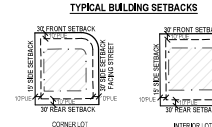
CEDAR CITY
Phone: 435/265-1483

RICHFIELD
Phone: 435/266-0187

COLORADO SPRINGS
Phone: 719/476-2210

POINT	NORTHING	EASTING
M1	7327513.37	1564297.95
M2	7324847.90	1564294.20
M3	7327081.17	1565608.19
M4	7327083.86	1565800.51
M5	7327096.79	1565867.40
M6	7326582.06	1565845.05
M7	7326581.96	1565867.05

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	150.00	49.48	18°54'12"	S111°28'10"W	48.00
C2	150.00	116.16	37°07'32"	S51°27'20"W	70.82
C3	150.00	19.87	30°09'32"	N1°19'40"W	17.97
C4	50.00	36.89	42°17'34"	N61°22'50"W	34.16
C5	122.00	184.50	61°05'18"	S40°53'30"W	176.19
C6	155.00	183.63	71°09'03"	S30°19'25"W	167.18
CT	50.00	61.28	30°17'30"	N55°49'45"W	52.58
C7	150.00	157.81	18°50'13"	N89°50'48"E	150.00
C8	50.00	15.81	18°50'13"	N89°50'48"E	15.80
C16	178.00	55.05	17°11'55"	N65°53'31"W	66.35
C17	151.00	25.49	27°07'30"	N1°02'27"W	18.10
C18	151.00	25.49	77°40'30"	N1°46'47"E	18.10
C19	178.00	33.87	19°05'04"	S44°44'10"W	33.82
C20	178.00	115.63	37°15'13"	S72°46'30"W	113.91



UTILITIES APPROVAL

Unless shall have the right to seek, receive and/or use the easement above and below ground and all other related facilities within the Public Utilities Easement identified on this map as may be necessary or desirable in providing utility services within and without the identified easement, including the right of access to such facilities and the right to require removal of any obstructions including structures at the owner's expense, or the utility may remove such structures at the owner's expense. Any lines may any pertinent statute be placed within the PUE, or any other structures which interfere with the use of the PUE without the prior written approval of the utility with facilities in the PUE.

DMST
DMST

ROCKY MOUNTAIN POWER NOTES

1. PURSUANT TO UTAH CODE ANN. § 14-24-27(1) THE PLAT CONVEYS TO THE OWNER(S) OR OPERATOR(S) OF PUBLIC UTILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND BENEFITS THEREOF.
2. PURSUANT TO UTAH CODE ANN. § 17-24-406(2)(B) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE EASE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REACQUIRE OTHER EASEMENTS TO LOCATE AND CONVEY THE EASEMENTS. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - a. A RECORDED EASEMENT OR RIGHT-OF-WAY.
 - b. THE UTAH LAND ADJACENT TO PRECEDING EASEMENTS.
 - c. TITLE A CHAPTER 4, DAMAGE TO UNDERLYING PUBLIC UTILITIES OR
 - d. ANY OTHER PROVISION OF LAW.

COMMON ENERGY COMPANY

COMMON ENERGY (QUESTAR CORPORATION) APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. COMMON ENERGY (QUESTAR CORPORATION) MAY REQUIRE OTHER EASEMENTS IN ORDER TO REVEAL THE DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY ON THE PART OF ANY OTHER PARTY. ANY SUCH EASEMENTS, OBLIGATIONS OR LAIDIES 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 OWNER'S DECLARATION AND THE NOTES AND SUPPLEMENTS TO THE DECLARATION. COMMON ENERGY (QUESTAR CORPORATION) DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ANY SUCH EASEMENTS. FOR FURTHER INFORMATION PLEASE CONTACT COMMON ENERGY'S (QUESTAR CORPORATION) RIGHT-OF-WAY DEPARTMENT AT 1-800-386-6332.

APPROVED THIS _____ DAY OF _____ 20____

BY _____

TITLE _____



CITY COUNCIL AGENDA REPORT

ITEM #3c

DATE: October 20, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Todd Trane, PE
City Engineer
SUBJECT: Purchase Contract with Wheeler Machinery for a Backhoe
Administrative.

PURPOSE:

The City Council will consider approval of a purchase contract with Wheeler Machinery for a backhoe for the amount of \$17,000 for the Street Department. The Council will take appropriate action.

BACKGROUND:

There are currently two backhoes in the Public Works Department. One is a 2012 model that is assigned to the Water Department and is currently leased. The other is a 2008 model that is assigned to the Street Department and is owned by the City. Backhoe use is measured by hours of use. The 2008 backhoe has 1,850 hours of use and the 2012 backhoe has 992 hours.

The lease on the 2012 model is set to expire. As part of the Utility Rate Study and subsequent Water Department budget, a new backhoe is being leased to replace the 2012 backhoe.

The 2008 backhoe is in poor condition and seals have started to leak. The cost of a new backhoe is approximate \$99,000. The 2012 backhoe is in better working condition than the 2008 backhoe. The owner of the 2012 backhoe has offered to sell us this backhoe for \$17,000 if we also trade in the 2008 backhoe. The trade in value of the 2008 backhoe is \$42,000. Therefore, the total cost will be \$59,000. While this was not a planned expenditure, staff believes it provides a good opportunity to replace an older piece of equipment that will need to be replaced in the near future while limiting the fiscal impact.



Current Water Department Backhoe
Purchase Price - \$59,000
2012 CAT with 991.8 hours of operation



Current Streets Department Backhoe
Trade-in Value - \$42,000
2008 CAT with 1,850.5 hours of operation

FISCAL IMPACT:

Excluding the trade in value the cash cost is \$17,000. As this expenditure was not included in the current fiscal year budget funds will need to come from previous years' revenue. This will be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the and **AUTHORIZE** the City Administrator to execute the necessary purchase contract.

PROPOSED MOTION:

I move that the City Council **APPROVE** and **AUTHORIZE** the City Administrator to purchase a 2012 CAT Backhoe to replace and trade-in the current streets backhoe for a difference of \$17,000.

ALTERNATIVE MOTION:

I move that the City Council **REJECT** the proposal to purchase the 2012 CAT Backhoe. (The Council should draft appropriate findings).

ATTACHMENT:

1. Purchase Contract



130865-01

August 17, 2020

HIGHLAND CITY

5400 W CIVIC CENTER DR 1
HIGHLAND, UT84003

Attention: Roy Bond

Roy Bond,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) Used CATERPILLAR Model: 420E E THM Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: LKE01383

SERIAL NUMBER: 0DJL03259

YEAR: 2012

SMU: 650

Thank you for your interest in Wheeler Machinery and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Trevor Shuman
Machine Sales Representative
tshuman@wheelercat.com
801-209-1882

If the rental equipment described herein is purchased, notice is hereby given that Wheeler Machinery Co. has assigned its rights, but not its obligations, in the sale to CATD Exchange Services, LLC, as part of a like-kind Exchange.

One (1) Used CATERPILLAR Model: 420E E THM Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

CONSIST NOTE - THIS LISTING IS A GENERAL DESCRIPTION - OF A 420F2 BACKHOE LOADER EQUIPPED WITH - THE LOWEST CHARGE ITEMS. -

BOOMS, STICKS AND LINKAGES - 14'4" Center pivot excavator style - backhoe - Pilot operated joystick hydraulic - controls with pattern changer valve - Pilot operated stabilizer controls - Boom transport lock - Swing transport lock - Street pads stabilizer shoes - Anti-drift hydraulics - (Boom, Stick and E-Stick) - Cat Cushion Swing(tm) system - Bucket level indicator - Lift cylinder brace - Return-to-dig (auto bucket positioner) - Self-leveling loader with single lever - control - Transmission neutralizer switch - Single Tilt

POWERTRAIN - Cat C4.4, 74.5KW (Net 93HP / 69kW) - Direct Injection Turbo Charged Engine, - with ACERT technology. - US EPA Tier4 Final Emissions Compliant - with Selective Catalytic Reduction(SCR) - Water separator with service indicator - Thermal starting aid system - Eco mode - A dry-type axial seal air cleaner with - integral precleaner, automatic dust - ejection system & filter condition - indicator - Hydraulically boosted multi-plate wet - disk brake with dual pedals & interlock - Differential lock - Drive-line parking brake - High Ambient Cooling Package - Torque converter - Transmission--four speed synchro mesh - with power shuttle & neutral safety - switch - Spin-on fuel, engine oil & transmission - oil filters - Outboard planetary rear axles - Open Circuit Breather -

HYDRAULICS - Load sensing, variable flow system - with 43 gpm axial piston pump - 6 micron hydraulic filter - O-ring face seal hydraulic fittings - Caterpillar XT-3 hose - Hydraulic oil cooler - Pilot control shutoff switch - PPPC, Flow-sharing hydraulic valves - Hydraulic suction strainer -

ELECTRICAL - 12 volt electrical start - 150 ampere alternator - Horn and Backup Alarm - Hazard flashers/turn signals - Halogen head lights (4) - Halogen rear flood lights (4) - Stop and tail lights - Audible system fault alarm - Key start/stop system - 880 CCA maintenance free battery - Battery disconnect switch - External/internal power receptacles(12v) - Diagnostic ports for engine and machine - Electronic Control Modules - Remote jump start connector -

OPERATOR ENVIRONMENT - Lighted gauge group - Interior rearview mirror - Rear fenders - ROPS canopy - 2-inch retractable seat belt - Tilt steering column - Steering knob - Hand and foot throttle - Automatic Engine Speed Control - One Touch Low Idle - Floor mat and Coat Strap - Lockable storage area - Air suspension seat -

OTHER STANDARD EQUIPMENT - Hydrostatic power steering - Standard Storage Box - Transport tie-downs - Ground line fill fuel tank with 44 - gallon capacity - Ground line fill diesel exhaust fluid - tank with 5 gallon capacity - Rubber impact strips on radiator guards - Bumper - CD-ROM Parts Manual - Backhoe Safety Manual - Operations and Maintenance Manual - Lockable hood - Tire Valve Stem Protection - Long Life Coolant -30C (-20F) - Padlocks (2 on ST, 3 on IT)

MACHINE SPECIFICATIONS

420E BHL ST ACERT TIER 3 14FT	291-9210	RIDE CONTROL	332-7132
PLATE GROUP - BOOM WEAR	270-3204	INSTRUCTIONS, ANSI	291-9200
LOCK, VANDALISM	216-0909	STABILIZER PADS, FLIP-OVER	9R-6007
DOMESTIC TRUCK	0P-0210	INSTRUCTIONS, ENGLISH	357-4150
BELT, SEAT, 2" SUSPENSION	206-1747	GUARD, STABILIZER CYLINDERS	355-5861
HEATER, ENGINE COOLANT, 120V	248-2214	POWERTRAIN,93 HP,4WD,STD SHIFT	298-5938
BATTERY, HEAVY DUTY	211-4286	HYDRAULICS,LOADER,MULTI PURP.	317-1462
COUNTERWEIGHT, 1075 LBS	252-9984	KIT, HYD, COMBINED, 14FT E-STK	387-6456
TIRES 4WD FLOTATION, FIRESTONE	282-3855	GENERAL PURPOSE BUCKET - LKE01383A	251-1777
E-STICK	297-0171	BUCKET, 24" - LKE01383B	254-8941
HYDRAULICS, BH, 6 FUNCTION	297-1828	THUMB - NP012512	
CAB, DELUXE W/AC	294-4948		

STATE CONTRACT MA3383

SELL PRICE	\$59,000.00
LESS TRADE IN	(\$42,000.00)
TOTAL PRICE AFTER TRADE	\$17,000.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
420E	CATERPILLAR (AA)	HLS06495	2008	\$42,000

WARRANTY COVERAGE

Type	Start Date	Expire Date	Description	Claim Class Group	Monthly	Serv	H/M Ind
12PR	Oct 22, 2013	Oct 22, 2014	12 MONTHS PREMIER		12	0	H
31PR	Oct 22, 2013	Oct 22, 2016	3YEAR/1000 HR PREMIER		36	1000	H
PSPI	Oct 22, 2013	Oct 22, 2014	PSP/PIP S.L.AFTER 1-01-99		12	0	H



HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #3d

DATE: October 20, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Donna Cardon, Library Director
SUBJECT: Library Board Bylaws Amendment
Administrative

PURPOSE:

The City Council will consider recently proposed changes in the Highland City Library Board Bylaws concerning duties of the Vice Chair and Secretary. The Council will take appropriate action.

BACKGROUND:

In August, the Library Board considered and approved two small changes to their Bylaws. The first adjusts the role of the Vice Chair. It states that the Vice Chair “Serve(s) as the presumptive chair-elect, subject to the Board’s regular voting procedures.” This change encourages the Vice Chair to prepare themselves for the future role of Chair, but allows leeway if, for some reason, this course of action is not possible or optimal.

The second change in the bylaws has to do with how official minutes of the Board Meetings are generated. It states “The Secretary shall: a. Take official minutes at the meetings and send them to the City Recorder.” In the past the secretary took overview notes of the meeting and then those notes and the recording of the meeting were given to a transcriptionist who created detailed minutes for the meeting. The transcriptionist’s version of the minutes would then be approved by the Board in a subsequent meeting. This change eliminates the use of the transcriptionist, and allows the notes taken by the secretary to be the minutes that are approved and posted as the official minutes of the meeting.

Last year the transcriptionist fees for the Library Board were \$800. The Board feels that this is an unnecessary expense and that the secretary’s minutes are now complete enough to meet the needs of the open meetings law, especially since the full recording of each meeting is available to the public for those who might want to know more detail about what transpired in the meeting. City Administration has worked with the Library Board Secretary to ensure that the minutes are to a level of quality the City is comfortable with.

FISCAL IMPACT:

This change in how Library Board minutes are generated would save the Library Fund about \$800/year in transcriptionist fees.

RECOMMENDATION:

Staff recommends that the changes to the Library Board Bylaws be approved by the Council.

PROPOSED MOTION:

I move that City Council approve these two changes in the Library Board Bylaws as outlined.

ATTACHMENTS:

1. Bylaws with changes tracked
2. Bylaws clean copy

LIBRARY BOARD BYLAWS AMENDMENT

August 27, 2020

CHANGES TO "OFFICERS" SECTION IN REDLINE

E. Officers

1. The elected officers of the Board shall include a Chair, Vice-Chair, and Secretary.
 - a. These officers shall be elected, by majority vote, to one-year terms at the regular meeting in July.
 - b. In the event of an officer vacancy, the Board will elect a replacement officer at the Board's next meeting, who shall serve the remainder of the current term.
2. The Chair shall:
 - a. Preside at all the Board meetings.
 - b. Serve as the spokesperson, presenting the position of the majority of the Board in all official communications.
3. The Vice-Chair shall:
 - a. ~~In~~ in the absence of the Chair, ~~shall~~ assume all duties of the Chair.
 - e.b. Serve as the presumptive chair-elect, subject to the Board's regular voting procedures.
- 3.4. The Secretary shall:
 - a. Take ~~notes~~ official minutes at the meetings and send them to the City Recorder.
- 4.5. The Library Director serves as the Board Executive Officer and shall:
 - a. Prepare the agenda for each meeting in coordination with the Chair.
 - b. Send electronic copies of the agenda and information packet to the Board Members and liaisons at least 48 hours prior to any regular meeting of the Board.
 - c. Send the audio recording of each meeting to the City Recorder.

Bylaws of the Highland City Public Library Board

Revised August 27, 2020

A. Authorization

The Board is authorized by Utah Code 9-7-401 to 410 and Highland Municipal Code 4.12.010 and 4.12.060. The Board shall operate under the direction of the Highland City Council and consistent with the policies approved by Highland City Council. An Organization and Operating Procedures document works in conjunction with these bylaws.

B. Name

The official name shall be the Highland City Public Library Board (“the Board”).

C. Purpose

The purpose of the Board is three-fold.

1. Work to improve the quality of Library services by advising and supporting the Library Director and staff.
2. Represent the interests of Highland’s citizens pertaining to Library services.
3. Advise the City Council and the City Administration on matters pertaining to the operation of the Library.

D. Members

1. The Board shall recommend the number of members on the Board to the City Council.
2. Board Members and liaisons shall not be compensated but may be reimbursed for necessary and related expenses incurred on assignment by the Board.
3. Board Members and liaisons are not exempt from late fees, fines, or other Library user fees.
4. The Board may recommend by a two-thirds vote to the Highland City Council the removal of a Board Member for misconduct or neglect of duty.
5. All Board Members shall attend approved training or orientation annually.
6. Board Members are permitted to serve on the Highland City Library Foundation Board.
7. The term of each Board Member shall be for three (3) years. Board Members shall not serve more than two (2) full terms in succession.
8. Board Member’s names, contact information, and the year their serving term ends, shall be published on the Highland City website.
9. Liaisons
 - a. The Board may approve liaisons.
 - b. Although liaisons are not members of the Board, they
 - i. receive meeting agendas,
 - ii. may place report items on the Board’s agenda, and
 - iii. may carry out assignments on behalf of the Board.

E. Officers

1. The elected officers of the Board shall include a Chair, Vice-Chair, and Secretary.
 - a. These officers shall be elected, by majority vote, to one-year terms at the regular meeting in July.

- b. In the event of an officer vacancy, the Board will elect a replacement officer at the Board's next meeting, who shall serve the remainder of the current term.
- 2. The Chair shall:
 - a. Preside at all the Board meetings.
 - b. Serve as the spokesperson, presenting the position of the majority of the Board in allofficial communications.
- 3. The Vice-Chair shall:
 - a. In the absence of the Chair, assume all duties of the Chair.
 - b. Serve as the presumptive chair-elect, subject to the Board's regular voting procedures.
- 4. The Secretary shall:
 - a. Take official minutes at the meetings and send them to the City Recorder.
- 5. The Library Director serves as the Board Executive Officer and shall:
 - a. Prepare the agenda for each meeting in coordination with the Chair.
 - b. Send electronic copies of the agenda and information packet to the Board Members and liaisons at least 48 hours prior to any regular meeting of the Board.
 - c. Send the audio recording of each meeting to the City Recorder.

F. Meetings.

- 1. The Board shall typically meet monthly.
- 2. An annual meeting calendar shall be approved and published on the City website and in any other locations required by open meeting laws.
- 3. Special Board meetings may be held at any time when called by the Chair or by any three Board Members.
- 4. Members of the Board may participate in Board meetings electronically via telephone or other electronic means.
- 5. All meetings shall be open to the public, and public notice shall be provided pursuant to Utah State Code section 52-4-202.
- 6. Only business properly noticed shall be actionable.

G. Responsibilities

- 1. The Board shall maintain and care for the Library and shall establish policies for the Library's operations.
 - a. Policies become effective when approved by a majority of the Board at a meeting.
- 2. Specific responsibilities of the Board include working in conjunction with the Library Director to:
 - a. Provide oversight of the Library Fund.
 - b. Approve, amend, and repeal policies for governing the Library.
 - c. Review the annual report to the State Library Board.
 - d. Present an annual report to the City Council in the third quarter of the calendar year based on the annual certification and previous fiscal year's annual report.
 - e. Ensure the Basic Certification Standards are met.
 - f. Review new or adjusted Library positions and submit a recommendation to the City Council for approval.
 - g. Establish an outreach program, and

- h. Develop and maintain a long-range strategic plan and submit the plan to the City Council for approval.
- 3. In conjunction with City Administration, the Board shall:
 - a. Determine duties of the Library Director.
 - b. Participate in the selection of the Library Director.
 - c. Appoint a qualified person as Library Director.
 - d. Provide input for the annual performance review of the Library Director based on the Director's interactions with the Board.

H. Committees

- 1. The Board shall have the following standing committees: Library Fund, Policies, Reports, Outreach, and Long-range Strategic Planning.
- 2. The primary responsibilities of the committees consist in consulting with and supporting the Library Director, carrying out the assigned responsibilities of the committee, and informing the Board of progress and concerns in the relevant area of the committee.
- 3. The members of each committee shall be determined by the Board.
- 4. The term for each committee member shall be one year or until a replacement is appointed. Terms run from July 1 – June 30.
- 5. Each committee shall report to the Board at least annually.
- 6. Ad Hoc Committees may be created by the Chair, with the approval of the Board, at a regular meeting. Ad Hoc committees shall present reports or recommendations to the Board and shall serve until the completion of the work for which they were appointed.

I. Parliamentary Procedure

The most recently published Robert's Rules of Order: Simplified and Applied shall govern the parliamentary procedure of the Board.

J. Amendments

Amendments to these Bylaws shall become effective after: being adopted by a majority vote of the Board during a regular Board meeting and approved by the City Council.

Approved by the Library Board at the regular board meeting held on August 27, 2020.



HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #4

DATE: October 20, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Todd Trane, PE
City Engineer
SUBJECT: Interlocal Agreement with American Fork, Cedar Hills, and Pleasant Grove
Administrative

PURPOSE:

The City Council will consider an Interlocal Agreement with American Fork, Cedar Hills, and Pleasant Grove to facilitate the construction of the Mill Ditch Pipeline Enclosure Project. The Council will take appropriate action.

BACKGROUND:

This agreement is being proposed to help the Pleasant Grove City and Pleasant Grove Irrigation Company (PGIC) pipe the existing Mill Ditch near the mouth of American Fork Canyon. This ditch is how we (Highland City) receive our PGIC water. The ditch will be piped as it runs through the Cedar Hills Golf Course. The existing diversion that we use to get our water will be reconstructed with a new structure as part of this project.

As part of this project, American Fork City will be replacing an existing culinary waterline along this same alignment.

This area is heavily used by all three cities for infrastructure and jointly operating the debris basin. This project will not negatively impact current operations, but it will help define some of these existing agreements for access, operation, and maintenance that have been around for some time.

FISCAL IMPACT:

There is no direct fiscal impact to Highland City by executing this agreement. Pleasant Grove and PGIC will be responsible for the construction of the Mill Ditch Piping. American Fork is responsible for the new Culinary Line.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the agreement with PG, Cedar Hills, and AF and **AUTHORIZE** the City Administrator to execute the necessary documents.

PROPOSED MOTION:

I move that the City Council **APPROVE** and **AUTHORIZE** the City Administrator to execute the agreement for the Piping of the Mill Ditch.

ALTERNATIVE MOTION:

I move that the City Council **REJECT** the agreement with PG, Cedar Hills, and AF. (The Council should draft appropriate findings).

ATTACHMENTS:

1. Proposed Interlocal Agreement
2. Mill Ditch Piping Plans

**INTERLOCAL COOPERATION AGREEMENT BETWEEN AMERICAN FORK CITY,
CEDAR HILLS CITY, HIGHLAND CITY, AND PLEASANT GROVE CITY
REGARDING THE MILL DITCH PIPELINE ENCLOSURE PROJECT.**

This Interlocal Agreement entered into this _____ Day of _____, 2020,
by and between American Fork City, a municipal corporation, hereinafter “American Fork”,
Cedar Hills City, a municipal corporation, hereinafter “Cedar Hills”, Highland City, a municipal
corporation, hereinafter “Highland”, Pleasant Grove City, a municipal corporation, hereinafter
“Pleasant Grove”, all of which are political subdivisions of the
State of Utah.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title
11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political
subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements
with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and
cooperative action that will benefit the residents of all Parties and,

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

RECITALS

WHEREAS, Pleasant Grove Irrigation Company “PGIC” owns and operates a primarily open
irrigation ditch from the American Fork River diversion at the mouth of American Fork Canyon
down to an existing 30 - inch pipe near 4416 W Redwood Road in Cedar Hills (see attached
figure). The first approximately 3000 feet is unlined while the last approximately 3000 feet is
concrete lined. The ditch is within Highland and Cedar Hills municipal boundaries and on
property owned by Highland, Cedar Hills, PGIC, two private properties, and “The Highlands”
subdivision common space.

WHEREAS, Highland and Cedar Hills each have a turnout on the irrigation ditch in order to obtain water from PGIC based on their share of ownership in the company.

WHEREAS, easements for the access, operation and maintenance of the ditch have been a combination of written and prescriptive in nature.

WHEREAS, PGIC owns and maintains the water rights for the flow in the ditch.

WHEREAS, Pleasant Grove would like to pipe the PGIC ditch in agreement with PGIC to conserve irrigation water lost to seepage and evaporation

WHEREAS, PGIC cannot be a signatory to this interlocal agreements as a private company, PG and PGIC will enter into an agreement whereby PG will obtain the funding to pipe the Mill Ditch and will receive certain benefits by so doing, but acknowledge such benefits will not diminish or negatively impact the water shares of other shareholders of PGIC, including Cedar Hills and American Fork, as well as Highland residents. Part of the project provided by PG for PGIC is obtaining the necessary easements and agreements for construction and ongoing maintenance of the project. Whiles PGIC is the primary entity responsible for owning and maintaining the piped ditch, PG has interest in, participates in, and supports PGIC as the majority shareholder in the company.

WHEREAS, American Fork owns and operates culinary water pipelines, tanks, and a chlorine station in the same area. The American Fork infrastructure is within Highland and Cedar Hills municipal boundaries and on property owned by Cedar Hills and Utah State Division of Natural Resources.

WHEREAS, easements for the access, operation and maintenance of the American Fork infrastructure have been a combination of written and prescriptive in nature.

WHEREAS, American Fork City would like to replace their culinary waterline from the mouth of American Fork Canyon to their concrete storage tanks which runs through a portion of the Cedar Hills golf course.

WHEREAS, Cedar Hills owns, operates, and maintains a golf course, culinary water, and pressurized irrigation infrastructure in the area. The Cedar Hills infrastructure is within Highland and Cedar Hills municipal boundaries and on property owned by Cedar Hills, PGIC, and Utah State Division of Natural Resources.

WHEREAS, easements for the access, operation and maintenance of the Cedar Hills infrastructure have been a combination of written and prescriptive in nature (see attached figure).

WHEREAS, Cedar Hills golf course would like to maintain an open ditch/water feature adjacent to their northeastern most green.

WHEREAS, Highland owns property over which Cedar Hills, American Fork, and PGIC have historically accessed their infrastructure and or property.

WHEREAS, Cedar Hills owns property over which Highland, American Fork, and PGIC have historically accessed their infrastructure and or property.

WHEREAS, PGIC owns property over and through which Cedar Hills operates water pipelines and golf course infrastructure.

WHEREAS, Cedar Hills, American Fork, and Highland jointly own and maintain the American Fork Debris Basin over which all parties have historically accessed their infrastructure and or property.

WHEREAS, American Fork and Cedar Hills have additional culinary and pressurized irrigation infrastructure in the area that are not the subject of this agreement and have their own easements and agreements in place for their operation and maintenance.

WHEREAS, Highland owns and operates a walking/biking trail through the area which is subject to its own easements and agreements.

WHEREAS, All easements and agreements between American Fork, Cedar Hills, and Utah State Division of Natural Resources, who is not a Party to this Agreement, are not subject to the terms of this Agreement.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

1. **Easements:** Cedar Hills agrees to convey to American Fork, Pleasant Grove, and PGIC easements and rights-of-way through property over which Cedar Hills has the legal ability to grant an easement for the construction, operation and maintenance of a culinary water transmission pipeline with associated appurtenances (to American Fork) and an irrigation pipeline with associated appurtenances (to PGIC, and Pleasant Grove) from SR-92 to the American Fork Culinary Upper Tanks for the culinary line and through phase II for the irrigation pipeline. The easement, during the course of construction, shall be up to fifty (50) feet wide along the general pipe alignment shown in Exhibit A, attached or the maximum amount, up to fifty (50) feet, that Cedar Hills has the legal ability to grant an easement. The final easement shall be up to forty (40) feet wide for the purposes of operating and maintaining the pipelines. The easement shall be developed, approved and executed prior to construction. If necessary due to potential changes during construction, a final easement shall be modified after construction of the pipelines. Upon execution of the final easement detailed above, each Party and PGIC,¹ shall release,

¹ Understanding that PGIC is not a Party to this Agreement, , however they have represented that they will, by separate agreement. , release, vacate, and abandon all rights to and interest in any

vacate, and abandon all rights to and interest in any previously existing easement, whether written or prescriptive in nature, related to the Mill Ditch and any prior Mill Ditch easement agreement. Further, American Fork will release, vacate, and abandon all rights to and interest in its existing culinary water line shown in Exhibit A and related easement(s) thereto. The final easement will replace these easements and facilities in their entirety. If other utilities need to be placed within five (5) feet horizontal and one (1) foot vertical of the pipeline, Cedar Hills will first obtain approval from American Fork and Pleasant Grove to do so. Approval to place utilities within the designated area of the easement will not be unreasonably withheld. American Fork and Pleasant Grove agree to calendar/schedule with Cedar Hills and Highland when normal work needs to be performed within the easement and to meet Highland's trail, or Cedar Hills' golf course repair standards, as applicable. All parties shall give reasonable notice and provide reasonable access for emergency repairs and maintenance. All areas impacted by construction shall be returned to their pre-disturbance condition or a mutually agreeable condition. All effort will be taken to minimize disruption to the Highland trail and Cedar Hills golf course and associated facilities.

2. **Access Easements:** All parties agree to grant each other access rights to each other to construct, operate and maintain their respective infrastructure and or property within the area. Access routes shall follow those shown in the attached figure. All parties agree to protect and preserve other parties' infrastructure within the area when conducting operation and maintenance activities. Except in exigent or emergency circumstances, a party conducting operation and maintenance activities shall notify the party that owns the

previously existing easement, whether written or prescriptive in nature, related to the Mill Ditch and any prior Mill Ditch easement agreement.

easement or other access right at least 48 hours prior to beginning work. In the event of exigent or emergency circumstances, or if the operation and maintenance activities cause damage to any existing conveyance, pipe, or other facility, the party conducting the work shall notify the proper party as soon as reasonably possible.

3. **Initial Construction:** Pleasant Grove and American Fork agree to limit initial installation construction activities to time periods that minimize disruptions to Cedar Hills Golf Course and Highland's trail. Construction shall be limited to between Nov 1, 2020 and March 15, 2021 for all critical areas unless special permission is obtained. Construction would be finalized prior to April 15, 2021, unless a mutually agreed upon extension is granted.
4. **Irrigation Share Access:** Pleasant Grove and PGIC agrees to install and maintain existing or equivalent irrigation turnouts to Highland and Cedar Hills for shares owned and maintained in PGIC unless agreements are reached to modify those turnouts. Pleasant Grove agrees to allow other irrigation company shares to be delivered to their turnout through Pleasant Grove and PGIC piping as long as capacity is available and others can be protected from damage as a result of extra water in the facilities. A separate agreement will be necessary in order to deliver other water through this facility establishing the terms of said delivery.
5. **Effective Date; Duration.** This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until ninety nine years from the date of execution. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of

Utah by the attorneys representing the respective Parties.

6. Administration of Agreement. The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, Pleasant Grove City, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties.

8. Indemnification.

The Parties are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. (“GIAU”). Subject to the provisions of the GIAU, each Party agrees to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Parties under the GIAU.

9. Filing of Interlocal Cooperation Agreement

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Parties, and shall remain on file for public inspection during the term of this Agreement.

10. Adoption Requirements

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted

to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

11. Amendments.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

12. Severability.

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

13. No Presumption.

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

14. Headings.

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

15. Binding Agreement.

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

16. Notices.

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

17. Assignment.

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

18. Governing Law.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

SIGNED AND DATED THIS _____ DAY OF _____, 2020.

CITY OF CEDAR HILLS

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

AMERICAN FORK CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

SIGNED AND DATED THIS _____ DAY OF _____, 2020.

PLEASANT GROVE CITY

ATTEST: _____ MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

HIGHLAND CITY

ATTEST: _____ MAYOR

CITY RECORDER

APPROVED AS TO FORM:

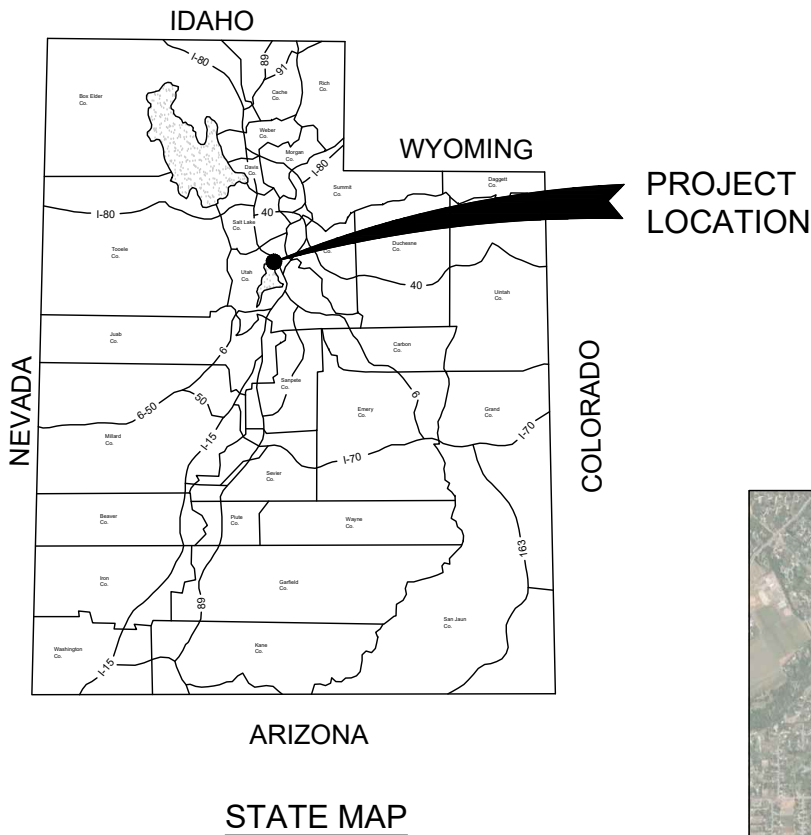
CITY ATTORNEY

SIGNED AND DATED THIS _____ **DAY OF** _____, 2020.

PLEASANT GROVE

MILL DITCH

AUGUST 2020



INDEX TO SHEETS		
DRAWING NUMBER	SHEET NUMBER	SHEET TITLE
G-01	1	COVER
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G-03	3	GENERAL NOTES
G-04 TO G-06	4-6	GENERAL STRUCTURAL NOTES
G-07	7	SHEET REFERENCE AND CONSTRUCTION ACCESS
PP-01 TO PP-06	8-13	34 INCH AND 16 INCH PLAN AND PROFILE
PP-07 TO PP-08	14-15	16 INCH PLAN AND PROFILE
ST-01	16	INTAKE STRUCTURE
ST-02	17	DIVERSION STRUCTURE ONE
ST-03 TO ST-04	18-19	DIVERSION STRUCTURE TWO
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ST-07	22	STREAM PASS THROUGH STRUCTURE
TS-01	23	TRENCH SECTIONS
DT-01	24	INTAKE STRUCTURE DETAILS
DT-02	25	V-NOTCH WEIR DETAILS
DT-03	26	VENT DETAILS
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CITY

GUY FUGAL · · · · · MAYOR

DIANNA ANDERSEN · · · · · COUNCIL MEMBER

ERIC JENSEN · · · · · COUNCIL MEMBER

CYD LEMONE · · · · · COUNCIL MEMBER

BRENT BULLOCK · · · · · COUNCIL MEMBER

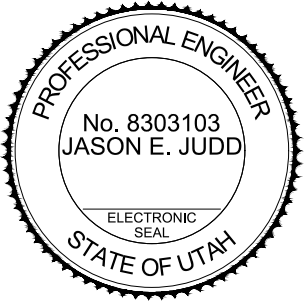
TODD WILLIAMS · · · · · COUNCIL MEMBER

SCOTT DARRINGTON · · · · · COUNCIL MEMBER

APPROVALS

PUBLIC WORKS DIRECTOR, _____

DATE _____



Q:\2018\UT-0058-1801_POC_Generation\108_Mill Ditch_Piping\Project Data\Sheet_Files\Cover\UT-0058-1801_108_02.dwg - G-02 - 8/21/2020 3:20 PM - jlsaj

LEGEND

EXISTING

(SEE SHEET XX-XX)
MATCH LINE STA. XX+XX

MATCH LINE

EXISTING BURIED ELECTRICAL LINE

EXISTING OVERHEAD ELECTRICAL LINE

EXISTING BURIED CABLE TV

EXISTING OVERHEAD CABLE TV

EXISTING BURIED FIBER OPTIC

EXISTING OVERHEAD FIBER OPTIC

EXISTING BURIED TELEPHONE

EXISTING OVERHEAD TELEPHONE

EXISTING GAS LINE

EXISTING SEWER

EXISTING STORM DRAIN

EXISTING WATER LINE

EXISTING IRRIGATION LINE

EXISTING INTERMEDIATE CONTOUR

EXISTING INDEX CONTOUR

EXISTING CHAIN LINK FENCE

EXISTING STOCK FENCE

PROPOSED

PROPOSED BURIED ELECTRICAL LINE

PROPOSED OVERHEAD ELECTRICAL LINE

PROPOSED BURIED CABLE TV

PROPOSED OVERHEAD CABLE TV

PROPOSED BURIED FIBER OPTIC

PROPOSED OVERHEAD FIBER OPTIC

PROPOSED BURIED TELEPHONE

PROPOSED OVERHEAD TELEPHONE

PROPOSED GAS LINE

PROPOSED SEWER

PROPOSED STORM DRAIN

PROPOSED WATER LINE

PROPOSED IRRIGATION LINE

PROPOSED BURIED COM LINE

PROPOSED DRAIN LINE

UTILITY CONTACTS

UTILITY COMPANY	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
AMERICAN FIBER INC.	PAUL DAVIS	801-380-8939	
AMERICAN FORK CITY WATER/PI	JAY BREMS	801-404-6129	
AMERICAN FORK SEWER/STORM DRAIN	AARON BREMS	801-404-6126	
AF CONNECT	WILL DAVIS	801-437-9600	will@affiber.com
AMERICAN TELEPHONE AND TELEGRAPH	NANCY SPENCE	770-918-5424	NSPENCE@EMS.ATT.COM
CENTRACOM INTERACTIVE	ALISA FAATZ	435-427-3331	
CENTURYLINK LOCAL NETWORK ZONE IX	ARLENE COMSTOCK	801-974-8130	
COMCAST CABLE - JUAB AND UTAH COUNTY	GARY GOLDSTEIN	801-401-3041	gary_goldstein@cable.comcast.com
QUESTAR GAS	DAVE WILKEY	801-691-3054	
ROCKY MOUNTAIN POWER - AMERICAN FORK	TERIA WALKER	801-756-1310	

UTILITY CONTACTS ARE LISTED AS A COURTESY AND MAY NOT BE UP TO DATE.
CONTRACTOR SHALL ENSURE ALL APPROPRIATE UTILITY COORDINATION IS PERFORMED.

UTILITY CONTACTS

UTILITY COMPANY	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
AMERICAN TELEPHONE AND TELEGRAPH	NANCY SPENCE	770-918-5424	NSPENCE@EMS.ATT.COM
CENTURYLINK LOCAL NETWORK ZONE IX	ARLENE COMSTOCK	801-974-8130	
COMCAST CABLE - JUAB AND UTAH COUNTY	GARY GOLDSTEIN	801-401-3041	gary_goldstein@cable.comcast.com
DOMINION ENERGY UTAH	DAVE WILKEY	801-691-3054	
ROCKY MOUNTAIN POWER	JOEL SIMMONS		GISDEPT@PACIFICORP.COM
UDOT REGION III	AUSTIN TRIPP		ATRIPP@UTAH.GOV
ZAYO FIBER SOLUTIONS	SYLVAN STEWART		SYLVAN.STEWART@ZAYO.COM
PLEASANT GROVE CITY	MARTY BEAUMONT	801-785-2941	MBEAUMONT@PGCITY.COM
PLEASANT GROVE CITY	GREG WOODCOX	801-785-2941	GWOODCOX@PGCITY.COM
PLEASANT GROVE CITY	JOHN GOODMAN	801-785-2941	JGOODMAN@PGCITY.COM
PLEASANT GROVE CITY	AARON SPENCER	801-785-2941	ASPENCER@PGCITY.COM

UTILITY CONTACTS ARE LISTED AS A COURTESY AND MAY NOT BE UP TO DATE.
CONTRACTOR SHALL ENSURE ALL APPROPRIATE UTILITY COORDINATION IS PERFORMED.

ABBREVIATIONS

AC
BV
BLDG.
CI
C
CLR
CO
COM
CONC
CONST
CTS
C.Y.
d
D
DWG
DIA
DIM.
DIP
E
EA
EL, ELEV
ESMT
EW
EXIST OR EX
FIP
FM
FRP
F, FL
FL, FLG
FE
FT
FPS
GV
HORIZ
ID
", IN
INV
LT
MAX
MGD
MIP
MH
MFRS
MJ
N
N/A
#, NO
NTD
NTS
PERM
OC
OD
OH
P
PVC
PVI
PWD
Q
REINF
REQD
RES
REV
RT
R/W
S
ST STL
STD
STA
T.B.
TEMP
TBM
TYP
UBC
UNO
UG
V
VERT
W

ASPHALT CONCRETE PAVEMENT
BUTTERFLY VALVE
BUILDING
CAST IRON
CENTER LINE
CLEAR
CLEANOUT
COMPRESSION FITTING
CONCRETE
CONSTRUCT
COPPER TUBE STEEL
CUBIC YARD
DEPTH OF FLOW
DIAMETER OF PIPE
DRAWING
DIAMETER
DIMENSION
DUCTILE IRON PIPE
EAST
EACH
ELEVATION
EASEMENT
EACH WAY
EXISTING
FEMALE IRON PIPE FITTING
FORCE MAIN
FIBERGLASS REINFORCED PLASTIC
FLOW LINE
FLANGE FITTING
FLANGE END
FOOT
FEET PER SECOND
GATE VALVE
HORIZONTAL
INSIDE DIAMETER
INCH(ES)
INVERT
LEFT
MAXIMUM
MILLION GALLONS PER DAY
MALE IRON PIPE FITTING
MANHOLE
MANUFACTURERS
MECHANICAL JOINT FITTING
NORTH, FRICTION FACTOR
NOT APPLICABLE
NUMBER
NOTED
NOT TO SCALE
PERMANENT
ON CENTER
OUTSIDE DIAMETER
OVERHEAD
PROPERTY LINE
POLYVINYL CHLORIDE
POINT OF VERTICAL INTERSECTION
PUBLIC WORKS DEPARTMENT
RATE OF FLOW
REINFORCEMENT, REINFORCING
REQUIRED
RESERVOIR
REVISION
RIGHT
RIGHT OF WAY
SOUTH, SLOPE
STAINLESS STEEL
STANDARD
STATION
THRUST BLOCK
TEMPORARY
TEMPORARY BENCH MARK
TYPICAL
UNTREATED BASE COURSE
UNLESS NOTED OTHERWISE
UNDERGROUND
VELOCITY
VERTICAL
WEST

PIPE ABBREVIATIONS

PVC
RCP
VCP
CIP
HDPE
DIP
CMP
CPP
POLY

POLYVINYL CHLORIDE PLASTIC PIPE
REINFORCED CONCRETE PIPE
VITRIFIED CLAY PIPE
CAST IRON PIPE
HIGH DENSITY POLYETHYLENE
DUCTILE IRON PIPE
CORRUGATED METAL PIPE
CORRUGATED POLYETHYLENE PIPE
POLYETHYLENE PIPE

DETAIL REFERENCE

DETAIL OR SECTION IDENTIFICATION

DETAIL OR SECTION IS TAKEN ON THE SHEET INDICATED

DETAIL OR SECTION MAY BE TAKEN ON SEVERAL DIFFERENT SHEETS

DETAIL OR SECTION MAY BE TAKEN ON SEVERAL DIFFERENT SHEETS

DETAIL OR SECTION IDENTIFICATION

DETAIL OR SECTION IS TO BE FOUND ON THE CLIENTS CITY STANDARDS

DETAIL OR SECTION IS TO BE FOUND ON THE SAME SHEET

DETAIL OR SECTION IS TO BE FOUND ON SHEET INDICATED

DETAIL OR SECTION IS TO BE FOUND IN THE 2012 APWA STANDARD DRAWINGS

IN TITLE

AS REFERENCE

SCALE

HORIZONTAL

NONE

VERTICAL

NONE

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS

ENGINEERS

2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

MILL DITCH PIPING

LEGEND AND UTILITY CONTACTS

DESIGNED

JEJ

DATE

08/2020

PROJECT NO.

UT-0058-1501_108

DRAWN

MAS

DATE

08/2020

SHEET NO.

2 OF 27

CHECKED

JES

DATE

08/2020

DRAWING NO.

G-02

GENERAL NOTES

1. ELEVATIONS ON THESE PLANS ARE LOCAL TO THE PROJECT SITE.
2. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES (WATER, SEWER, DRAINAGE, AND ACCESS ROADS, ETC.) DURING CONSTRUCTION AND ENSURE THEY REMAIN IN PLACE AND OPERATIONAL (UNLESS OTHERWISE NOTIFIED BY OWNER OR ENGINEER).
3. RESTORE OR PRESERVE ALL EXISTING FENCES, ROAD AND DITCHES UNLESS OTHERWISE STATED ON THE PLANS.
4. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS, PRIOR TO FINAL PAYMENT.
5. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, THE MOST CURRENT EDITION OF PLEASANT GROVE AND AMERICAN FORK CITY STANDARD SPECIFICATIONS AND DRAWINGS, AND THE MOST CURRENT EDITION OF THE AMERICAN PUBLIC WORKS ASSOCIATION MANUAL OF STANDARD SPECIFICATION AND PLANS.
6. ANY MODIFICATION TO THIS CONSTRUCTION PACKAGE OR TO THE CONSTRUCTION SCHEDULE SHALL BE MODIFIED BY THE ENGINEER. PRIOR TO SAID APPROVAL, ALL IMPROVEMENT DRAWINGS SHALL BE RESUBMITTED AND APPROVED BY PLEASANT GROVE AND AMERICAN FORK CITY PUBLIC UTILITIES.
7. THE CONTRACTOR SHALL LOCATE, RETAIN AND PROTECT ALL EXISTING UTILITIES UNLESS OTHERWISE DIRECTED ON THE PLANS OR BY THE ENGINEER.
8. ALL EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY AND ARE BASED ON UTILITY MAPS AND FIELD SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL NOTIFY ENGINEER OF ALL UTILITY CONFLICTS UPON DISCOVERY.
10. CONTRACTOR SHALL PROVIDE CITY INSPECTOR WITH CONSTRUCTION SCHEDULE AFTER SAID SCHEDULE HAS BEEN APPROVED BY ENGINEER AND OWNER.
11. ALL EXCAVATION, BACKFILLING, AND OTHER EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. STRUCTURAL FILL, BEDDING, IMPORTED BACKFILL, GRANULAR SUBBASE, AND BASE COURSE MATERIALS SHALL MEET THE REQUIREMENTS OUTLINED IN THE PROJECT SPECIFICATIONS.
12. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
13. COORDINATE WITH CITY FOR ACCESS TO SITE.

[illegible]

I. STEEL REINFORCING

1. TYPICAL REINFORCING BAR STRENGTHS

REINFORCING (NON-WELDABLE)

REINFORCING (WELDABLE)

WELDED WIRE FABRIC

ASTM A615, DEFORMED,
Fy = 60 KSI (420 MPa)

ASTM A706, DEFORMED,
Fy = 60 KSI (420 MPa)

ASTM A185, WIRE PER ASTM A82
2. TYPICAL CLEAR CONCRETE COVERAGES

CONCRETE CAST AGAINST AND
PERMANENTLY EXPOSED TO EARTH

FORMED CONCRETE EXPOSED TO
EARTH OR WEATHER

FORMED CONCRETE NOT EXPOSED
TO WEATHER OR IN CONTACT
WITH GROUND :

3"

2"

SLABS, WALLS, OR JOISTS

BEAMS, COLUMNS (TO PRIMARY REINFORCEMENT, TIES,
OR STIRRUPS)

#14 AND LARGER

#11 AND SMALLER

1 1/2"

3/4"

2"

ALL OTHERS PER LATEST EDITION OF ACI 318.

3. ALL BARS PER CRSI SPECIFICATIONS AND HANDBOOK. LATEST ACI CODE AND
DETAILING MANUAL APPLY. SECURELY TIE ALL BARS IN LOCATION BEFORE PLACING
CONCRETE. REINFORCING BAR SPACINGS GIVEN ARE MAXIMUM ON CENTERS.

4. ALL REINFORCING TO BE WELDED SHALL BE WELDED IN ACCORDANCE WITH AWS D1.4.
NO TACK WELDING OF REINFORCING BARS IS ALLOWED WITHOUT PRIOR REVIEW OF
PROCEDURE BY STRUCTURAL ENGINEER.

5. REINFORCING LAP SPLICES IN CONCRETE SHALL BE PER TYPICAL DETAIL UNLESS
NOTED OTHERWISE. ALL SPLICE LOCATIONS ARE SUBJECT TO APPROVAL. PROVIDE
BENT CORNER BARS TO MATCH AND LAP WITH HORIZONTAL BARS AT CORNERS AND
INTERSECTIONS OF FOOTINGS AND WALLS.

6. LAP IN WELDED WIRE FABRIC SHALL BE MADE SO THAT THE OVERLAP MEASURED
BETWEEN THE OUTERMOST CROSS WIRES OF EACH FABRIC SHEET IS NOT LESS THAN
THE SPACING OF CROSS WIRES PLUS 2 INCHES.
- J. MASONRY
1. MASONRY WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 530, "BUILDING CODE
REQUIREMENTS FOR MASONRY STRUCTURES".

2. MASONRY UNIT PROPERTIES

a. HOLLOW CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C90 WITH A
COMPRESSIVE STRENGTH OF 1900 PSI AND A DENSITY BETWEEN 125 PCF (MEDIUM
WEIGHT) AND 135 PCF (NORMAL WEIGHT). F'm FOR DESIGN IS 1500 PSI (SOLID GROUTED
CONSTRUCTION) AND 1350 PSI (PARTIAL GROUTED CONSTRUCTION).

b. CONTRACTOR MAY USE LIGHTWEIGHT HOLLOW CONCRETE MASONRY UNITS (DENSITY
105-125 PCF) WITH PRIOR APPROVAL FROM THE OWNER.

3. ALL UNITS SHALL BE LAID IN RUNNING BOND UNLESS NOTED OTHERWISE. VERTICAL
ALIGNMENT OF CELLS SHALL MAINTAIN A CONTINUOUS CLEAR, UNOBSTRUCTED CELL NOT LESS
THAN 3 INCHES SQUARE. MINIMUM DEPTH OF HORIZONTAL BOND BEAM CHANNEL BELOW TOP
OF UNIT SHALL BE 1 1/2" INCHES, AND CHANNEL SHALL BE 3" WIDE MINIMUM. ALL UNITS SHALL
BE FREE OF DUST AND DIRT AT THE TIME OF LAYING.

4. MORTAR SHALL CONFORM TO ASTM C270 AND SHALL BE TYPE S WITH PROPORTIONS PER
TABLE 2103.7(1) (IBC). MASONRY CEMENT SHALL NOT BE USED.

5. GROUT FOR WALLS CONSTRUCTED WITH HOLLOW CONCRETE MASONRY UNITS SHALL HAVE AN
F'g = 2000PSI.

6. VERTICAL REINFORCING (UNLESS NOTED OTHERWISE):

PLACE #4 (6" WALLS), #5 (8" WALLS), #5 (12" WALL) BAR IN CENTER OF GROUT AT CENTER OF
WALL, CONTINUOUS FULL HEIGHT OF WALL, WITH ONE BAR AT ALL CORNERS, INTERSECTIONS,
WALL ENDS, BEAM BEARING, JAMBS AND EACH SIDE OF CONTROL JOINTS AND AT INTERVALS
NOT TO EXCEED 48" O.C. TIE AT 8'-0" VERTICALLY, WITH SINGLE WIRE LOOP TIE BY A.A.
PRODUCTS COMPANY. UNLESS NOTED OTHERWISE, LAP SPLICES SHALL BE PER TYPICAL
REINFORCING BAR SPLICE DETAIL. DOWEL ALL VERTICAL REINFORCING TO FOUNDATION WITH
STANDARD 90 DEGREE HOOKED DOWELS TO MATCH VERTICAL REINFORCING.
7. HORIZONTAL REINFORCING (UNLESS NOTED OTHERWISE):

PLACE 2 #4 (6" WALL), 2 #5 (8" WALL), 2 #5 (12" WALL) BARS IN MINIMUM 8" DEEP GROUTED
CONTINUOUS BOND BEAM AT ROOF AND ELEVATED FLOOR LINES. PLACE #4 (6" WALL), #5 (8"
WALL), #5 (12" WALL) BAR IN MINIMUM 8" DEEP GROUTED CONTINUOUS BOND BEAM AT TOP OF
PARAPET OR TOP OF A FREE-STANDING WALL. PLACE THESE BARS CONTINUOUS THROUGH
CONTROL JOINT. WRAP MASTIC TAPE FOR 1'-6" EACH SIDE OF CONTROL JOINT. PROVIDE BENT
BARS, TO MATCH HORIZONTAL BOND BEAM REINFORCING, AT CORNERS AND WALL
INTERSECTIONS TO MAINTAIN BOND BEAM CONTINUITY. UNLESS NOTED OTHERWISE, LAP
SPLICES SHALL BE PER TYPICAL REINFORCING BAR SPLICE DETAIL. STAGGER ALTERNATE
SPLICES A MINIMUM OF 4'-0". PROVIDE STANDARD WEIGHT (NO. 9 GAGE WIRE) DUR-O-WALL OR
DUR-O-WIRE LADDER TYPE JOINT REINFORCING AT 16" O.C. IN MASONRY WALLS. LAP JOINT
REINFORCING 6" MINIMUM.

8. GROUT SHALL BE CONSOLIDATED BY MECHANICAL VIBRATION DURING PLACING AND
RECONSOLIDATED AFTER EXCESS MOISTURE HAS BEEN ABSORBED, BUT BEFORE
WORKABILITY IS LOST.

9. PROVIDE CLEANOUTS IF GROUT POUR EXCEEDS 5'-0" IN HEIGHT. IF CLEANOUTS
ARE PROVIDED, GROUT POUR MAXIMUM HEIGHT = 12'-0", IN LIFTS NOT TO EXCEED
6'-0".

10. UNLESS NOTED OTHERWISE ON THE PLANS, PLACE CONTROL JOINTS IN
MASONRY WALLS SUCH THAT NO STRAIGHT RUN OF WALL EXCEEDS 24'-0".

K. WOOD

1. PLYWOOD SHALL BE APA RATED SHEATHING, WITH AN EXTERIOR OR EXPOSURE 1
DURABILITY CLASSIFICATION AND SHALL BEAR THE STAMP OF AN APPROVED
TESTING AGENCY. LAY UP FLOOR AND ROOF WITH THE FACE GRAIN PERPENDICULAR
TO SUPPORTS. STAGGER JOINTS. PROVIDE PLY CLIPS AT MIDSPAN OF ALL
UNSUPPORTED PLYWOOD EDGES. ALL NAILING SHALL BE COMMON NAILS. IF GUN
NAILS ARE USED IN LIEU OF COMMON NAILS, REDUCE NAIL SPACING TO 4" AT EDGE
NAILING AND 8" AT INTERMEDIATE NAILING (UNLESS NOTED OTHERWISE).

2. PLYWOOD PROPERTIES AND ATTACHMENT (UNLESS NOTED OTHERWISE)

ROOF

THICKNESS

SPAN/INDEX
RATIO

EDGE NAILING

INTERMEDIATE NAILING

MINIMUM NAIL PENETRATION

3/4"

48/24

10d (.148 DIA)
(COMMON NAILS)
AT 6" O.C.

10d (.148 DIA)
(COMMON NAILS)
AT 12" O.C.

1 1/2"

3. THE FIRST SHEET OF PLYWOOD SHEATHING ADJACENT AND PARALLEL TO WALLS, PERIMETER
MEMBERS OR MEMBERS IDENTIFIED AS CHORD, COLLECTOR OR DRAG MEMBERS (ON
ONE OR BOTH SIDES AS APPLICABLE) SHALL BE FULL WIDTH SHEETS. ELSEWHERE MINIMUM
SHEET WIDTH 2'-0".

4. SAWN FRAMING LUMBER SHALL COMPLY WITH THE LATEST EDITION OF THE GRADING
RULES OF THE WESTERN WOOD PRODUCTS ASSOCIATION OR THE WEST COAST
LUMBER INSPECTIONS BUREAU. ALL SAWN LUMBER SHALL BE STAMPED WITH THE
GRADE MARK OF AN APPROVED GRADING AGENCY.

5. SAWN LUMBER PROPERTIES

MEMBER USE

Fb (PSI)

Fv (PSI)

E (PSI)

Fc (PSI)

SPECIES AND GRADE

TOP PLATES
WITH THICKNESS
LESS THAN OR
EQUAL TO 4"

900

180

1,600,000

1350

DOUGLAS FIR-LARCH #2

STUDS

700

180

1,400,000

850

DOUGLAS FIR-LARCH STUD

6. ALL PREFABRICATED WOOD JOISTS AND TRUSSES SHALL HAVE TOP FLANGES OR
CHORDS FABRICATED FROM MATERIAL WITH A SPECIFIC GRAVITY OF 0.50 OR
GREATER.

7. PREFABRICATED WOOD TRUSSES SHALL BE DESIGNED TO SUPPORT THEIR OWN
WEIGHT PLUS SUPERIMPOSED DEAD AND LIVE LOADS STATED IN THE GENERAL
NOTES. BRIDGING AND PERMANENT BRACING REQUIRED FOR TRUSSES ARE NOT
SHOWN ON STRUCTURAL DRAWINGS. SUPPLY AND INSTALL ALL BRACING PER TRUSS
MANUFACTURER'S REQUIREMENTS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS
AND SEALED CALCULATIONS FOR REVIEW PRIOR TO MANUFACTURE. CALCULATIONS
AND SHOP DRAWINGS SHALL SHOW ANY SPECIAL DETAILS REQUIRED AT BEARING
POINTS. ALL CONNECTORS SHALL HAVE CURRENT I.C.C. APPROVAL AND SHALL
BE DESIGNED AND SIZED FOR TWICE THE CALCULATED LOAD. NO OFF-SETS FOR
CONNECTIONS WILL BE PERMITTED. ALL TOP AND BOTTOM CHORD MATERIAL SHALL
BE FINGER JOINTED AT SPLICES AND TENSION TESTED TO A MINIMUM OF 1.2 TIMES
THE ALLOWABLE TENSION PARALLEL TO THE GRAIN (PER NATIONAL DESIGN
SPECIFICATIONS).

8. ALL PREFABRICATED WOOD TRUSSES SHALL BE CAMBERED FOR THE DESIGN DEAD
LOAD.

9. ALL PREFABRICATED WOOD TRUSSES SHALL BE DESIGNED FOR AN ADDITIONAL
200 LB. POINT LOAD ANYWHERE ALONG THE SPAN.

10. ADDITIONAL PREFABRICATED WOOD TRUSSES SHALL BE SUPPLIED AS REQUIRED TO
SUPPORT MECHANICAL EQUIPMENT.

11. LIVE LOAD DEFLECTIONS OF PREFABRICATED WOOD TRUSSES SHALL BE LIMITED TO
SPAN/240 AT SIMPLE SPAN ROOF MEMBERS AND 2X SPAN/240 AT CANTILEVER ROOF
MEMBERS.

12. PREFABRICATED WOOD TRUSSES ARE A DEFERRED SUBMITTAL ITEM.

L. POST-INSTALLED ANCHORS

1. POST INSTALLED ANCHOR SYSTEMS SHALL COMPLY WITH THE LATEST REVISION OF ICC-ES
ACCEPTANCE CRITERIA AND HAVE A VALID ICC-ES REPORT IN ACCORDANCE WITH THE
APPLICABLE BUILDING CODE.

2. EXPANSION BOLTS IN CONCRETE SHALL BE ONE OF THE FOLLOWING:

a. HILTI HSL-3 CARBON STEEL HEAVY DUTY EXPANSION ANCHOR (ICC-ES REPORT ESR-1545).

b. HILTI HDA CARBON AND STAINLESS STEEL UNDERCUT ANCHOR (ICC-ES REPORT
ESR-1546).

c. HILTI KWIK BOLT TZ CARBON AND STAINLESS STEEL ANCHORS (ECC-ES REPORT
ESR-1917).

d. POWERS POWER-STUD+SD2 ANCHOR (ICC-ES REPORT ESR-2502).

e. POWERS POWER-STUD+SD1 (ICC-ES REPORT ESR-2818).

f. SIMPSON STRONG-TIE STRONG-BOLT ANCHOR (ICC-ES REPORT ESR-1771).

3. ADHESIVE ANCHORS IN CONCRETE SHALL BE ONE OF THE FOLLOWING:

a. HILTI HIT-RE 500-SD ADHESIVE ANCHOR (ICC-ES REPORT ESR-2322).

b. SIMPSON STRONG-TIE SET-XP EPOXY ADHESIVE ANCHOR (ECC-ES REPORT ESR-2508).

c. POWERS PE 1000+ EPOXY ADHESIVE ANCHOR (ICC-ES REPORT ESR-2583).

4. SCREW ANCHORS IN CONCRETE SHALL BE ONE OF THE FOLLOWING:

a. POWERS WEDGE-BOLT+SCREW ANCHOR (ICC-ES REPORT ESR-2526).

b. SIMPSON STRONG-TIE TITEN HD SCREW ANCHOR (ICC-ES REPORT ESR-2713).

c. HILTI KWIK HUS-EZ (ICC-ES REPORT ESR-3027)

5. EXPANSION BOLTS IN MASONRY SHALL BE ONE OF THE FOLLOWING:

d. HILTI KWIK BOLT 3 (ICC-ES REPORT ESR-1385).

e. SIMPSON STRONG-TIE WEDGE-ALL ANCHOR (ICC-ES REPORT ESR-1396).

6. ADHESIVE ANCHORS IN MASONRY SHALL BE ONE OF THE FOLLOWING:

a. HILTI HIT HY 150 MAX ADHESIVE ANCHOR (ICC-ES REPORT ESR-1967).

b. HILTI HIT HY 150 ADHESIVE ANCHOR (ICC-ES REPORT ESR-2678).

c. SIMPSON STRONG-TIE SET ADHESIVE ANCHOR (ICC-ES REPORT ESR-1772).

7. SCREW ANCHORS IN MASONRY SHALL BE ONE OF THE FOLLOWING:

a. POWERS WEDGE-BOLT+SCREW ANCHOR (ICC-ES REPORT ESR-1678).

b. SIMPSON STRONG-TIE TITEN HD SCREW ANCHOR (ICC-ES REPORT ESR-1056).

8. ANCHORS ARE NOT TO BE INSTALLED UNTIL CONCRETE OR GROUT HAS REACHED ITS DESIGN
STRENGTH.

9. FOR ANCHOR EMBEDMENT, SEE DRAWINGS OR TYPICAL DETAIL. USE EMBEDMENT
RECOMMENDED BY MANUFACTURER WHERE NO EMBEDMENT IS SHOWN.

10. MANUFACTURER'S INSTALLATION TRAINING AND CERTIFICATION IS REQUIRED ON ALL
POST-INSTALLED ANCHORS FOR ANCHOR INSTALLER.

					SCALE	WARNING 01/21 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	HORROCKS ENGINEERS	2162 West Grove Parkway Suite 400 Pleasant Grove, UT 84062 (801) 763-5100	MILL DITCH PIPING	GENERAL STRUCTURAL NOTES	DESIGNED	DATE	PROJECT NO.
				JEJ	08/2020						UT-0058-1501_108		
				DRAWN	DATE						SHEET NO.		
					NONE						MAS	08/2020	5 OF 27
REV	DATE	BY		DESCRIPTION	VERTICAL						CHECKED	DATE	DRAWING NO.
REVISIONS					NONE						JES	08/2020	G-05

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M. SPECIAL STRUCTURAL INSPECTIONS

THE TYPES OF WORK LISTED BELOW SHALL BE INSPECTED BY A SPECIAL INSPECTOR.

1. ALL SPECIAL INSPECTORS SHALL BE UNDER THE SUPERVISION OF A REGISTERED CIVIL OR STRUCTURAL ENGINEER.
2. THE QUALIFICATIONS OF ALL SPECIAL INSPECTORS SHALL BE REVIEWED AND APPROVED BY THE STRUCTURAL ENGINEER OF RECORD.
3. THE MINIMUM QUALIFICATIONS FOR THE SPECIAL INSPECTORS ARE AS FOLLOWS:

3.1. CONCRETE AND PRESTRESSED CONCRETE INSPECTION - I.C.C. CERTIFICATION IN REINFORCED CONCRETE AND PRESTRESSED CONCRETE OR E.I.T. CERTIFICATION.

3.2. STRUCTURAL WELDING INSPECTION:

a. VISUAL TESTING - I.C.C. CERTIFICATION IN STRUCTURAL STEEL AND WELDING OR A.W.S. CERTIFIED WELD INSPECTOR (C.W.I.)

b. NON-DESTRUCTIVE TESTING - A.W.S. C.W.I.

3.3. EXPANSION/ ADHESIVE ANCHOR INSPECTION - I.C.C. CERTIFICATION IN REINFORCED CONCRETE MASONRY OR E.I.T. CERTIFICATION.

3.4. STRUCTURAL MASONRY INSPECTION - I.C.C.CERTIFICATION IN MASONRY OR E.I.T. CERTIFICATION.
4. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR:

4.1. THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK REQUIRING SPECIAL INSPECTION FOR CONFORMANCE WITH THE APPROVED DESIGN DRAWINGS AND SPECIFICATIONS.

4.2. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO BE KEPT AT THE SITE FOR USE BY THE BUILDING OFFICIAL, THE CONTRACTOR AND THE STRUCTURAL ENGINEER OF RECORD. IF SPECIAL INSPECTION IS PROVIDED BY ANYONE OTHER THAN THE STRUCTURAL ENGINEER OF RECORD, INSPECTION REPORTS SHALL BE SUBMITTED TO THE OFFICE OF THE STRUCTURAL ENGINEER ON A WEEKLY BASIS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN IF UNCORRECTED, TO THE DESIGN AUTHORITY AND THE BUILDING OFFICIAL.

4.3. UPON COMPLETION OF THE ASSIGNED WORK, THE SPECIAL INSPECTOR SHALL COMPLETE AND SIGN A FINAL REPORT CERTIFYING THAT TO THE BEST OF HIS KNOWLEDGE, THE WORK IS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE.
5. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

5.1. NOTIFY THE RESPONSIBLE INSPECTOR THAT WORK IS READY FOR INSPECTION AT LEAST ONE WORKING DAY (24 HOURS MINIMUM) BEFORE SUCH INSPECTION IS REQUIRED.

5.2. ALL WORK REQUIRING SPECIAL STRUCTURAL INSPECTION SHALL REMAIN ACCESSIBLE AND EXPOSED UNTIL IT IS OBSERVED BY THE SPECIAL STRUCTURAL INSPECTOR.
6. SPECIAL INSPECTION (INSP) AND MATERIAL TESTING (TEST) MATRIX:

MATERIAL	TASK	FREQUENCY		RESPONSIBLE FIRM
		CONTINUOUS	PERIODIC	
EARTHWORK	GRADING, EXCAVATING AND FILL	INSP	-	GEOTECH OF RECORD
	FILL MATERIAL	-	TEST	GEOTECH OF RECORD
	SOIL COMPACTION	-	TEST	GEOTECH OF RECORD
CAST-IN-PLACE CONCRETE	REINFORCING STEEL, AND PLACEMENT	-	INSP	HORROCKS ENGINEERS
	USE OF REQUIRED CONCRETE DESIGN MIX	-	INSP	HORROCKS ENGINEERS
	SHAPE, LOCATION AND DIMENSIONS OF CONCRETE MEMBER	-	INSP	HORROCKS ENGINEERS
	BOLTS INSTALLED IN CONCRETE	INSP	-	HORROCKS ENGINEERS
	REINFORCED CONCRETE PLACEMENT	INSP	-	HORROCKS ENGINEERS
	ADHESIVE AND EXPANSION ANCHORS	INSP	-	HORROCKS ENGINEERS
	SPECIFIED CURING TECHNIQUES	-	INSP	HORROCKS ENGINEERS
	CONCRETE MATERIALS	-	TEST	TESTING LAB
	STRUCTURAL STEEL	SHOP FABRICATION	-	-
	SHOP WELDING	-	-	NOTE 1
	FIELD WELDED CONNECTIONS			
	SINGLE-PASS FILLET WELDS LESS THAN 5/16"	-	INSP	HORROCKS ENGINEERS
	SINGLE-PASS FILLET WELDS EQUAL TO OR GREATER THAN 5/16"	INSP	-	HORROCKS ENGINEERS
	MULTI-PASS FILLET WELDS	INSP	-	HORROCKS ENGINEERS
	WELDING OF REINFORCING STEEL	INSP	-	HORROCKS ENGINEERS
	HEADED STUDS	-	TEST	HORROCKS ENGINEERS
		-	INSP	HORROCKS ENGINEERS
	HIGH-STRENGTH BOLT INSTALLATION (BEARING-TYPE)	-	INSP	HORROCKS ENGINEERS
		-	TEST	TESTING LAB
NOTES:				
1. SPECIAL INSPECTION OF SHOP FABRICATION AND SHOP WELDING IS NOT REQUIRED FOR CERTIFIED FABRICATORS AS REQUIRED BY THE STRUCTURAL STEEL SECTION OF THE GENERAL STRUCTURAL NOTES.				

SCALE

HORIZONTAL

NONE

VERTICAL

NONE

WARNING

0

1/2

1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS

ENGINEERS

2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

MILL DITCH PIPING

GENERAL STRUCTURAL NOTES

DESIGNED

JEJ

DRAWN

MAS

CHECKED

JES

DATE

08/2020

DATE

08/2020

DATE

08/2020

PROJECT NO.

UT-0058-1501_108

SHEET NO.

6 OF 27

DRAWING NO.

G-06

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REVISIONS			

SCALE
HORIZONTAL
1" = 300'
VERTICAL
NONE

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS

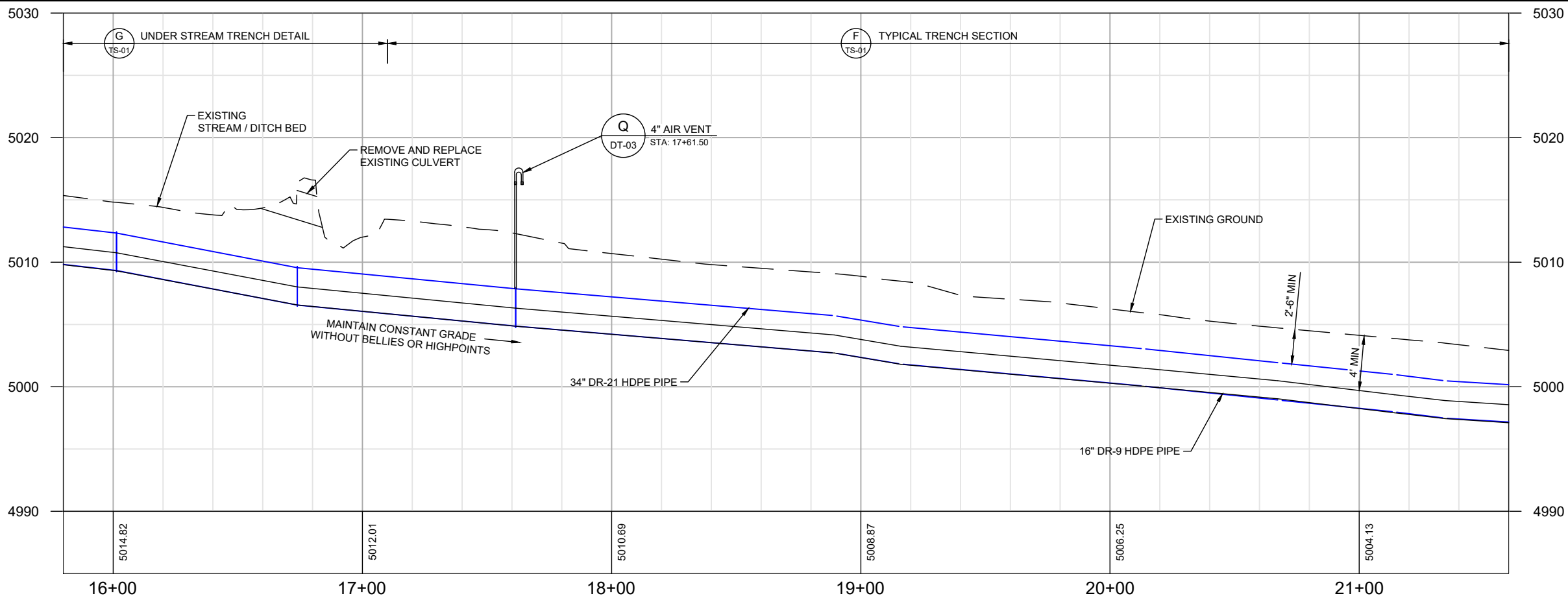
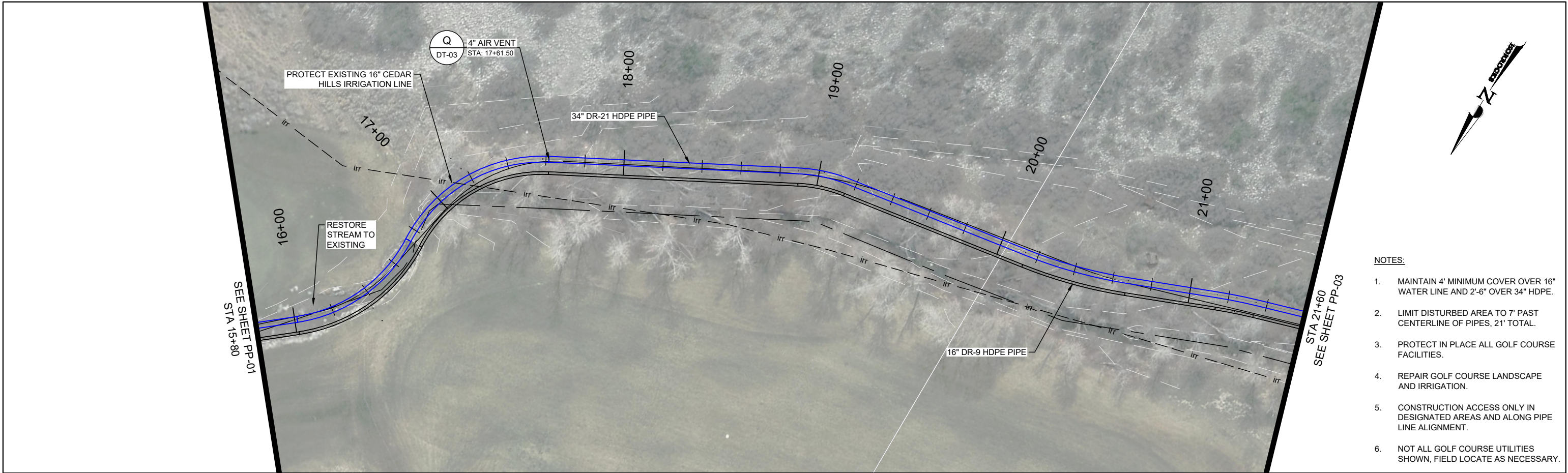
ENGINEERS

2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

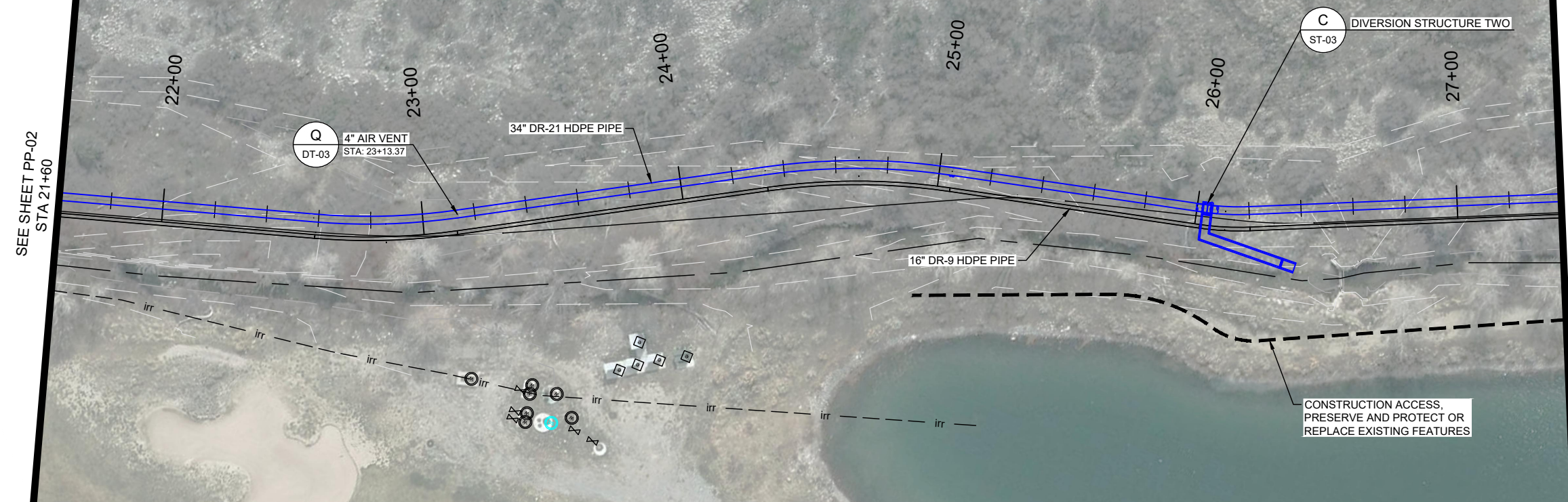
MILL DITCH PIPING

SHEET REFERENCE AND CONSTRUCTION ACCESS

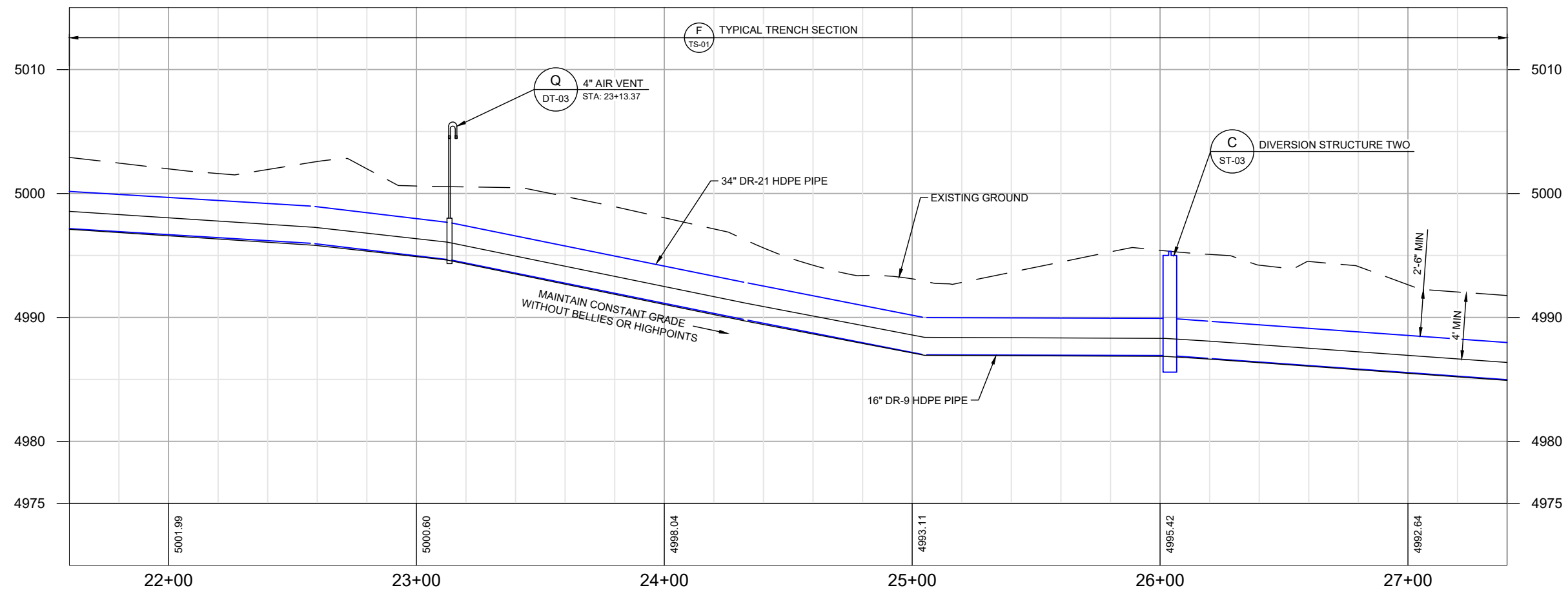
DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	7 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	G-07



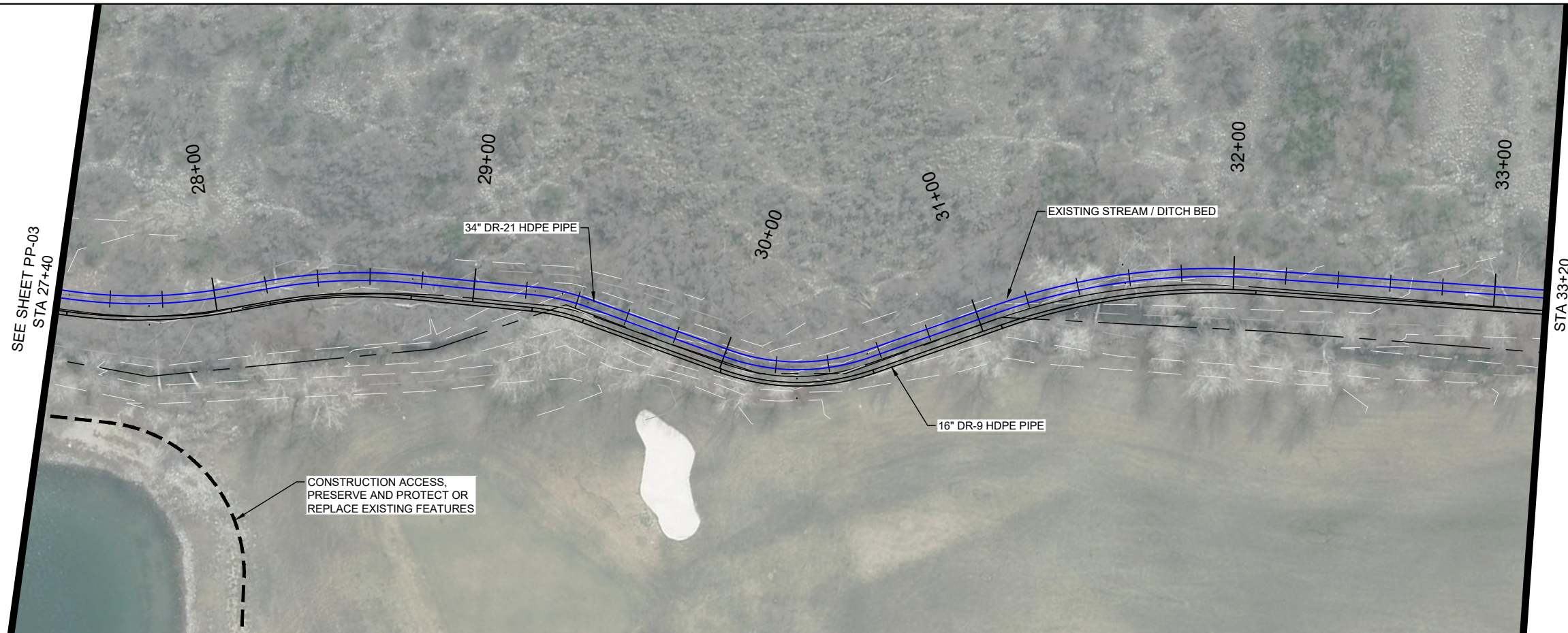
0:\2018\UT-0058-1801 PG General\108 Mill Ditch Piping\Project Data\Sheet_Files\108 Mill Ditch PlanPro 34.dwg - PP-02 - 8/21/2020 3:23 PM - llsaj				<table><tr><td colspan="2">SCALE</td></tr><tr><td>HORIZONTAL</td><td>1" = 20'</td></tr><tr><td>VERTICAL</td><td>1" = 10'</td></tr></table>		SCALE		HORIZONTAL	1" = 20'	VERTICAL	1" = 10'	WARNING 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE		HORROCKS ENGINEERS		2162 West Grove Parkway Suite 400 Pleasant Grove, UT 84062 (801) 763-5100		MILL DITCH PIPING 34 INCH AND 16 INCH PLAN AND PROFILE		<table><tr><td>DESIGNED</td><td>DATE</td><td>PROJECT NO.</td></tr><tr><td>JEJ</td><td>08/2020</td><td>UT-0058-1501_108</td></tr><tr><td>DRAWN</td><td>DATE</td><td>SHEET NO.</td></tr><tr><td>MAS</td><td>08/2020</td><td>9 OF 27</td></tr><tr><td>CHECKED</td><td>DATE</td><td>DRAWING NO.</td></tr><tr><td>JES</td><td>08/2020</td><td>PP-02</td></tr></table>		DESIGNED	DATE	PROJECT NO.	JEJ	08/2020	UT-0058-1501_108	DRAWN	DATE	SHEET NO.	MAS	08/2020	9 OF 27	CHECKED	DATE	DRAWING NO.	JES	08/2020	PP-02
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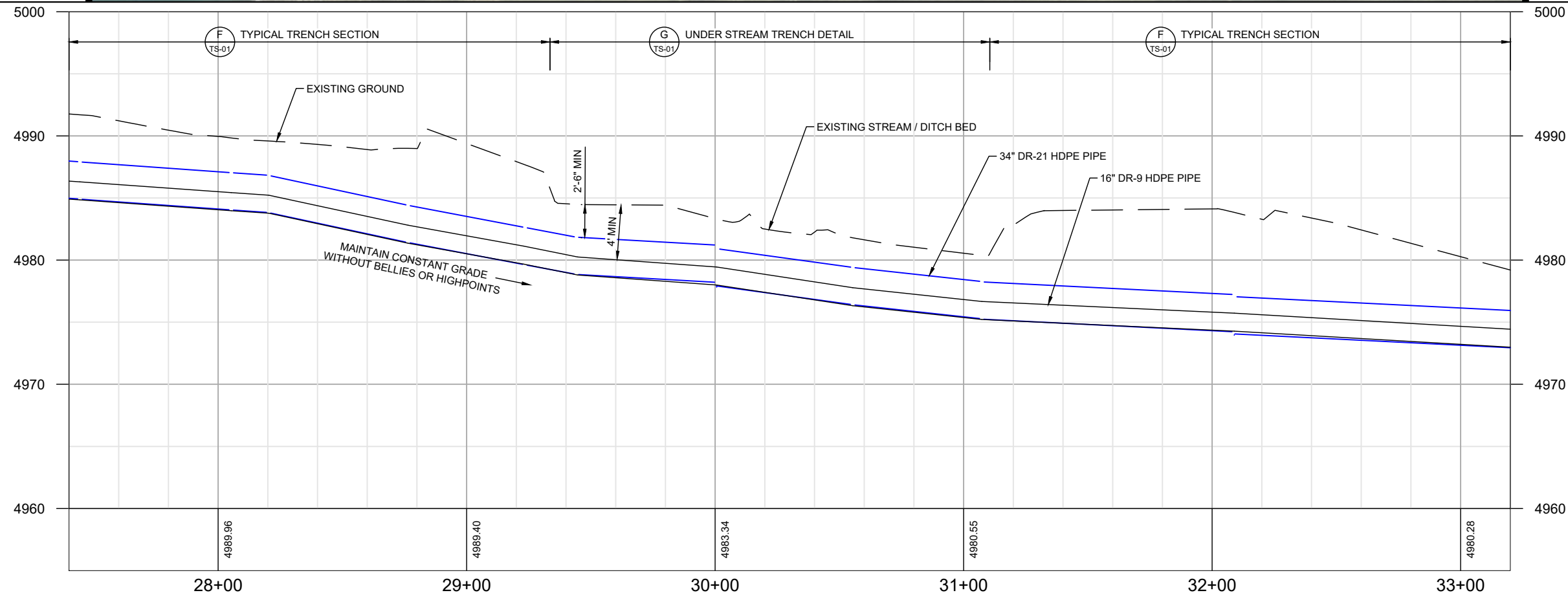
- NOTES:**
1. MAINTAIN 4' MINIMUM COVER OVER 16" WATER LINE AND 2'-6" OVER 34" HDPE.
 2. LIMIT DISTURBED AREA TO 7' PAST CENTERLINE OF PIPES, 21' TOTAL.
 3. PROTECT IN PLACE ALL GOLF COURSE FACILITIES.
 4. REPAIR GOLF COURSE LANDSCAPE AND IRRIGATION.
 5. CONSTRUCTION ACCESS ONLY IN DESIGNATED AREAS AND ALONG PIPE LINE ALIGNMENT.
 6. NOT ALL GOLF COURSE UTILITIES SHOWN. FIELD LOCATE AS NECESSARY.



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- NOTES:
1. MAINTAIN 4' MINIMUM COVER OVER 16" WATER LINE AND 2'-6" OVER 34" HDPE.
 2. LIMIT DISTURBED AREA TO 7' PAST CENTERLINE OF PIPES, 21' TOTAL.
 3. PROTECT IN PLACE ALL GOLF COURSE FACILITIES.
 4. REPAIR GOLF COURSE LANDSCAPE AND IRRIGATION.
 5. CONSTRUCTION ACCESS ONLY IN DESIGNATED AREAS AND ALONG PIPE LINE ALIGNMENT.
 6. NOT ALL GOLF COURSE UTILITIES SHOWN, FIELD LOCATE AS NECESSARY.



REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE	
HORIZONTAL	1" = 20'
VERTICAL	1" = 10'

WARNING

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE



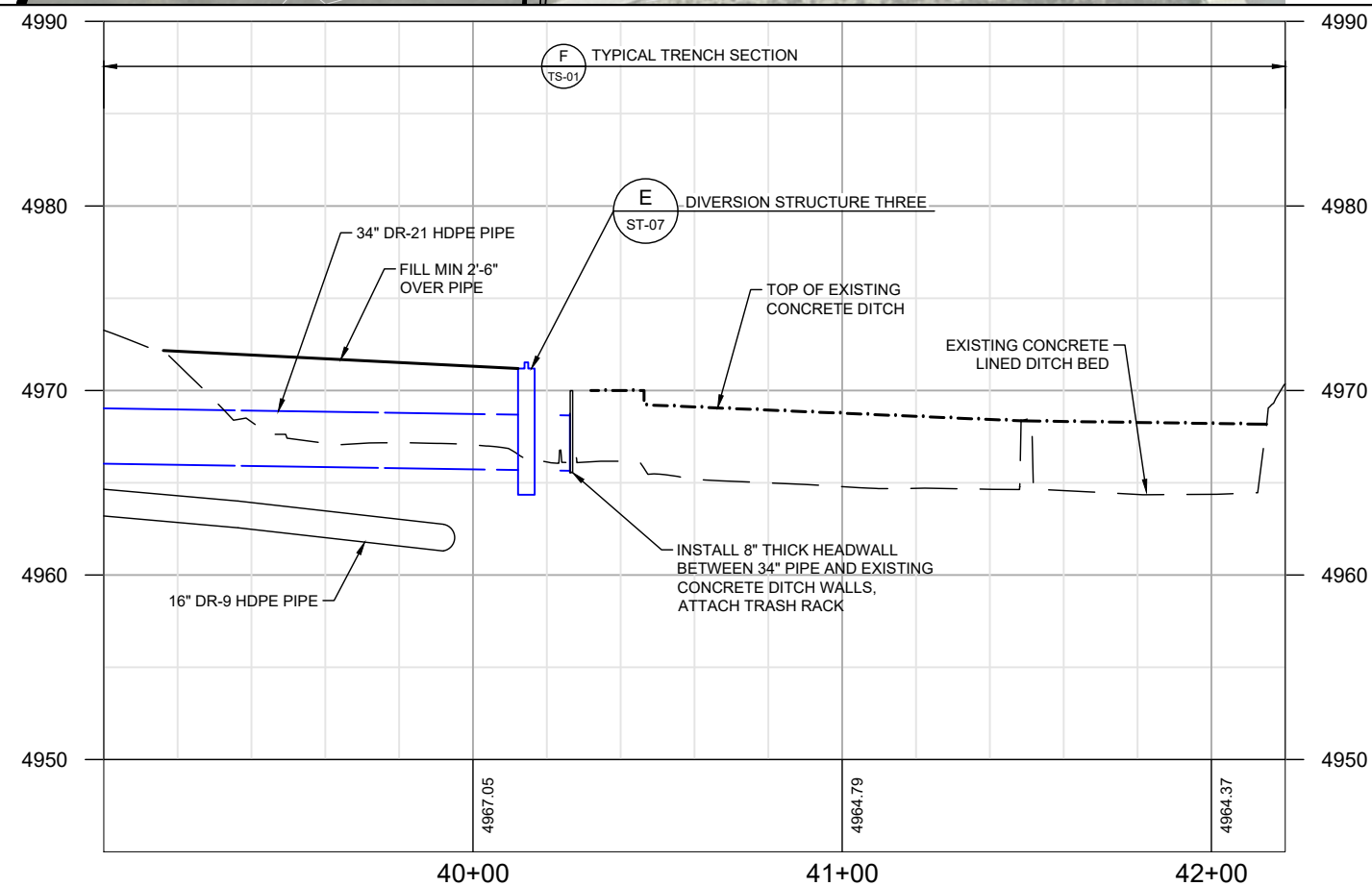
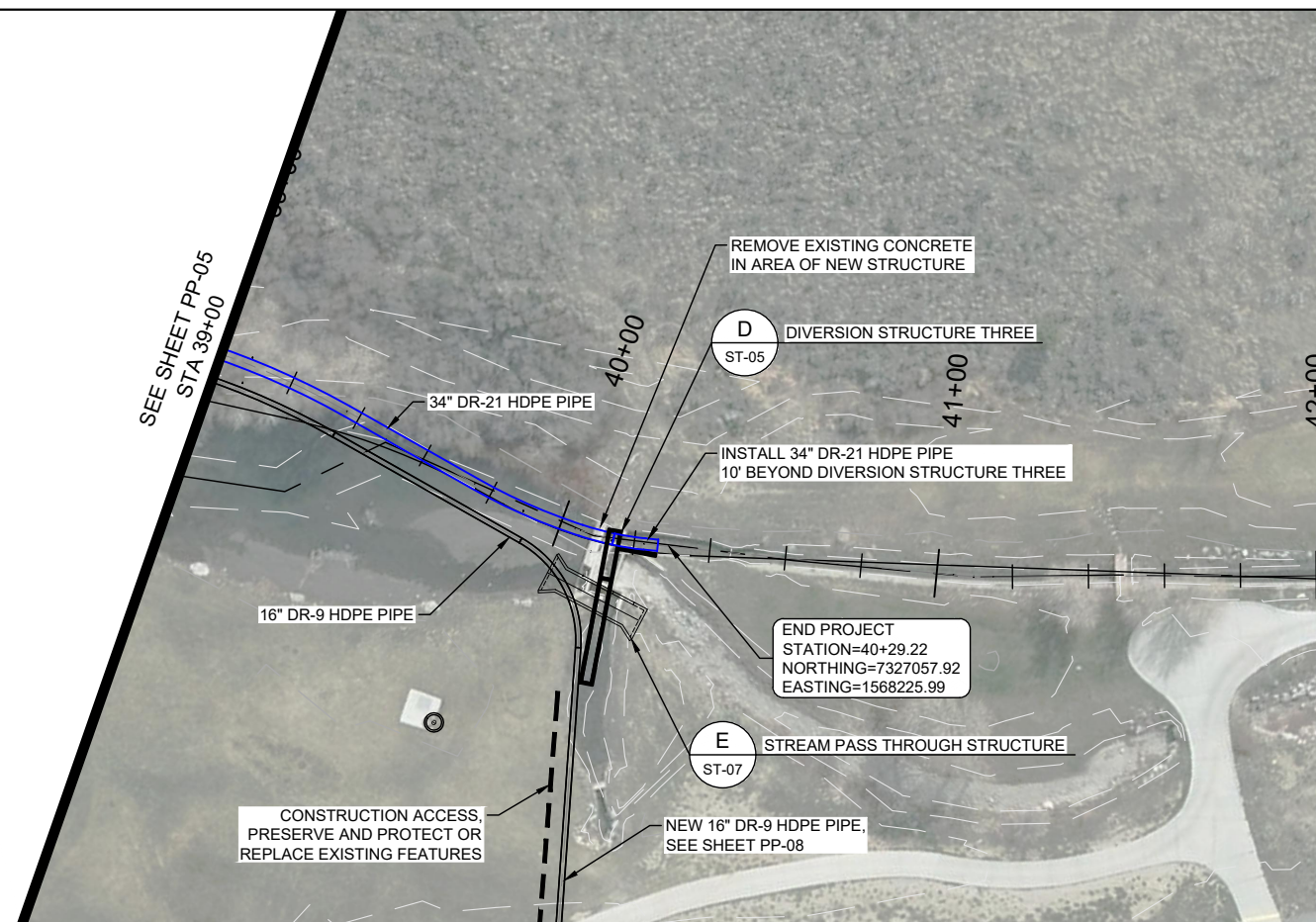
2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

MILL DITCH PIPING

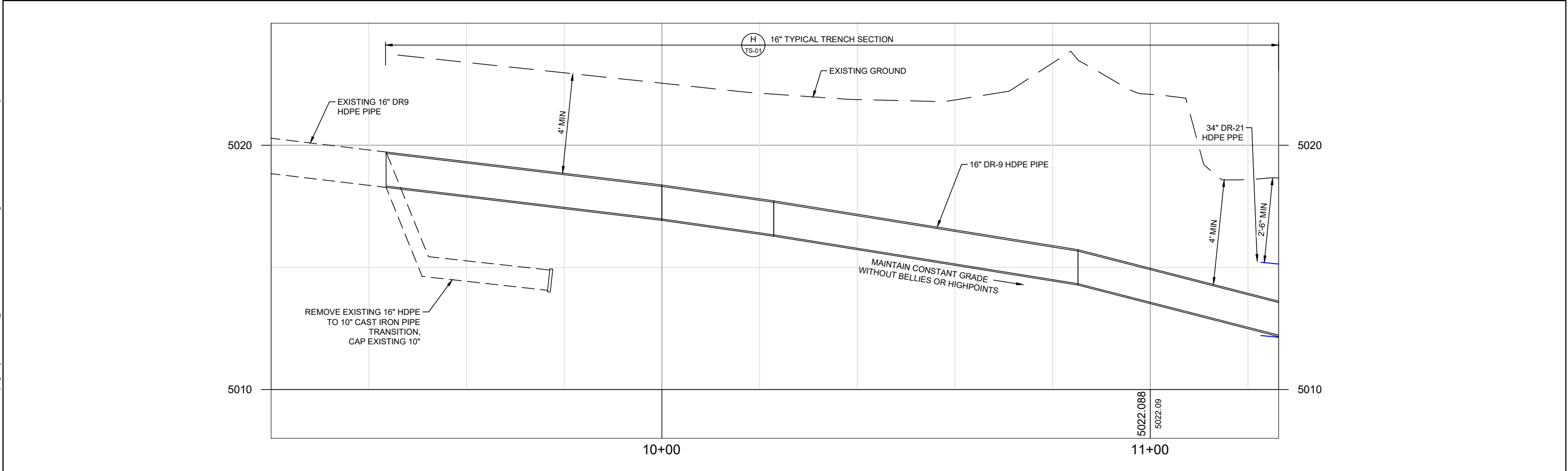
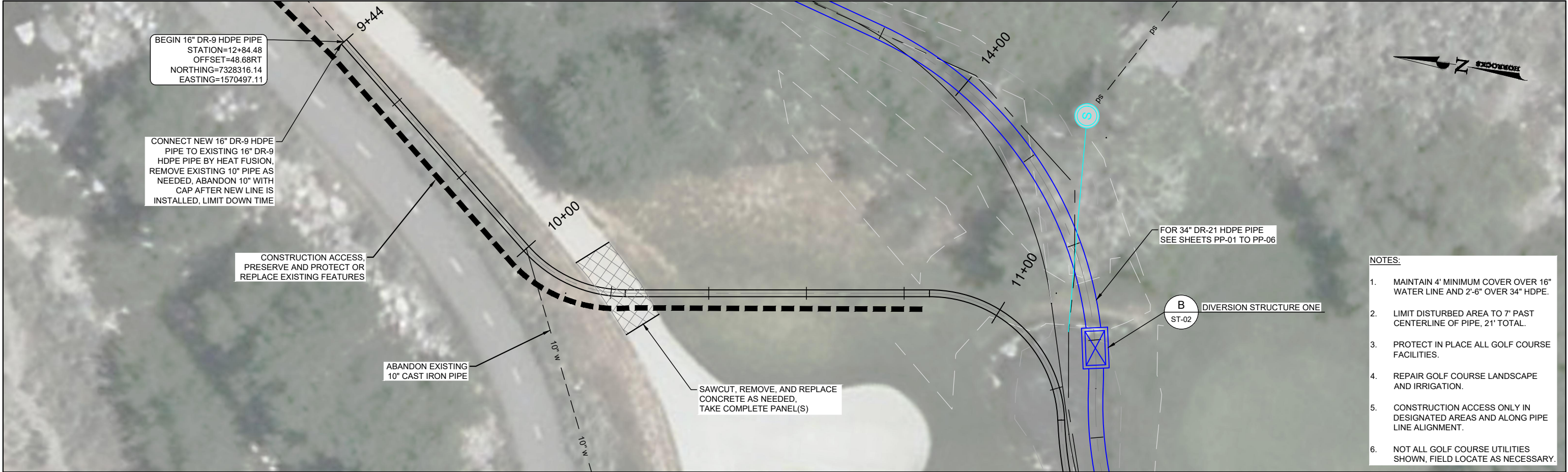
34 INCH AND 16 INCH PLAN AND PROFILE

DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	11 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	PP-04

O:\2018\UT-0058-1801 PG General\108 Mill Ditch Piping\Project Data\Sheet_Files\108 Mill Ditch PlanPro 34.dwg - PP-04 - 8/21/2020 3:23 PM - llsaj

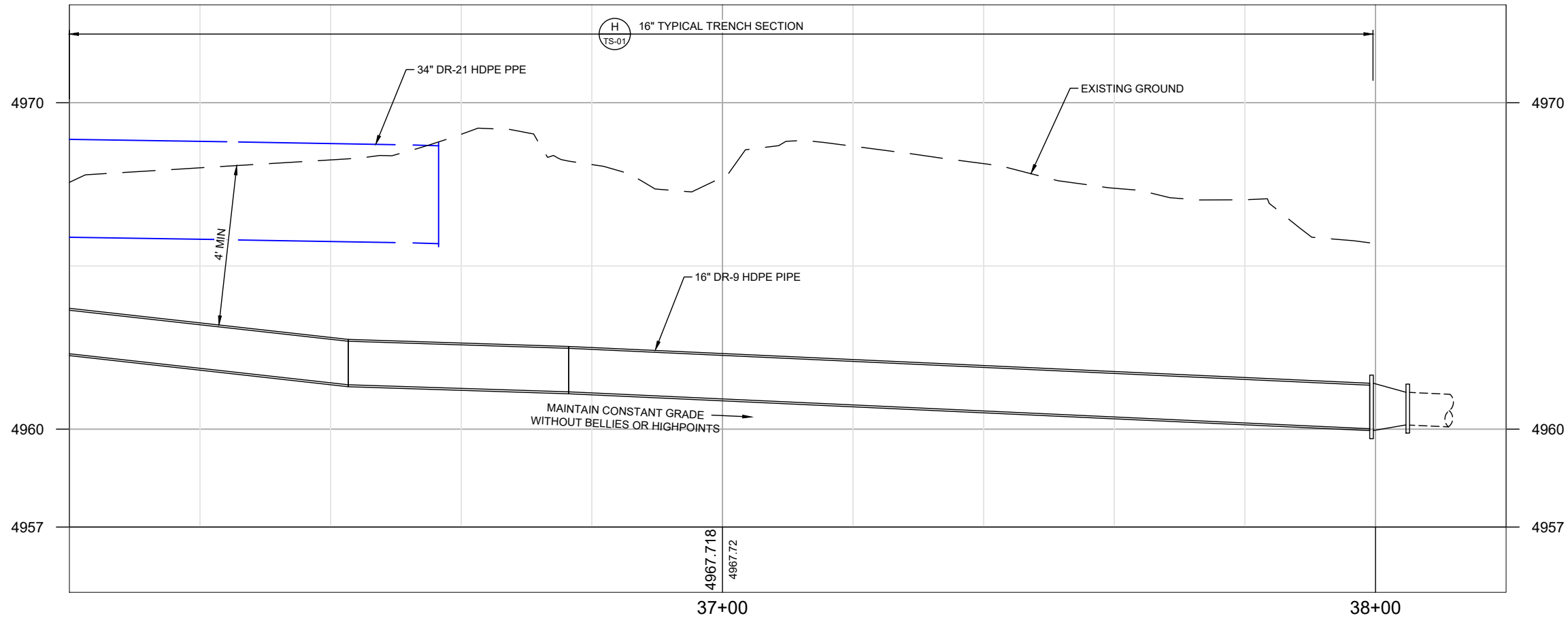
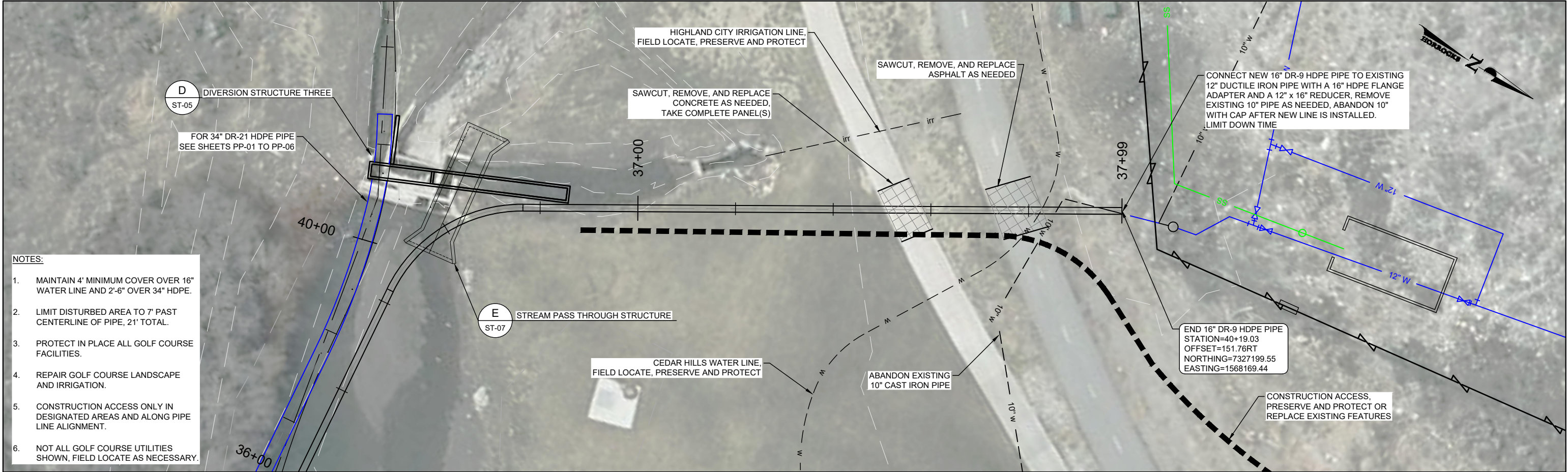


DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	13 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	PP-06



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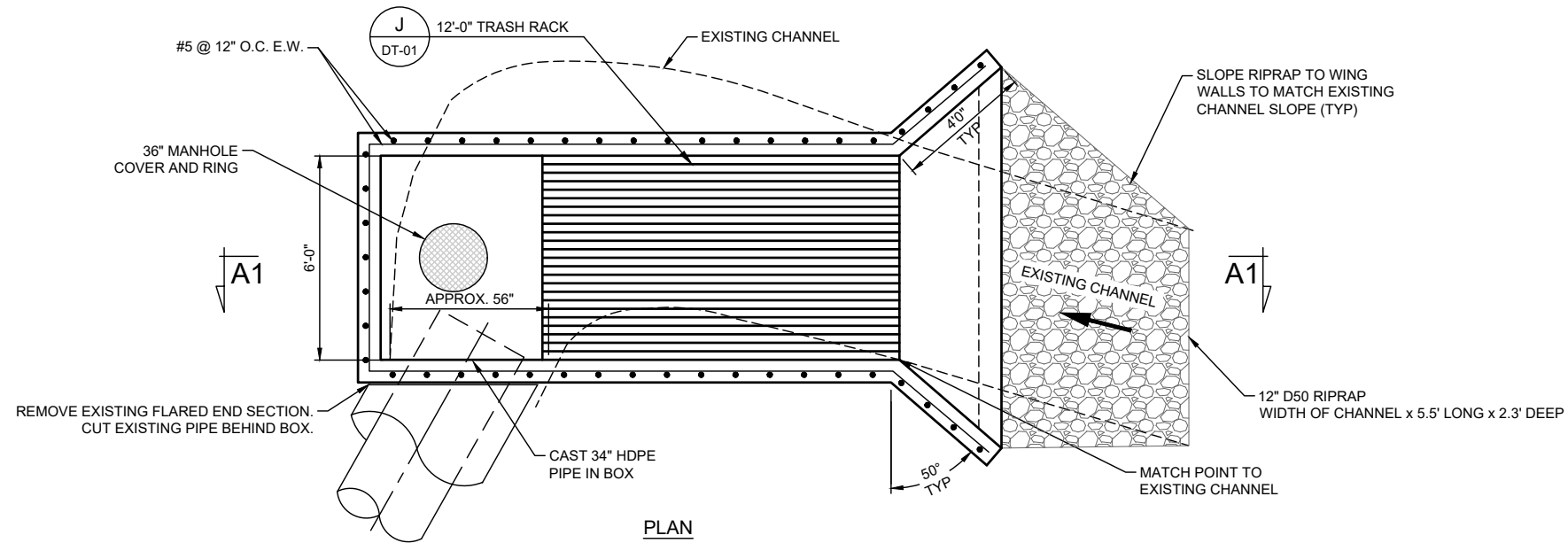
O:\2018\UT-0058-1801 PG General\108 Mill Ditch Piping\Project Data\Sheet_ Files\108 Mill Ditch PlanPro 16.dwg - PP-07 - 8/21/2020 3:24 PM - lisa.j



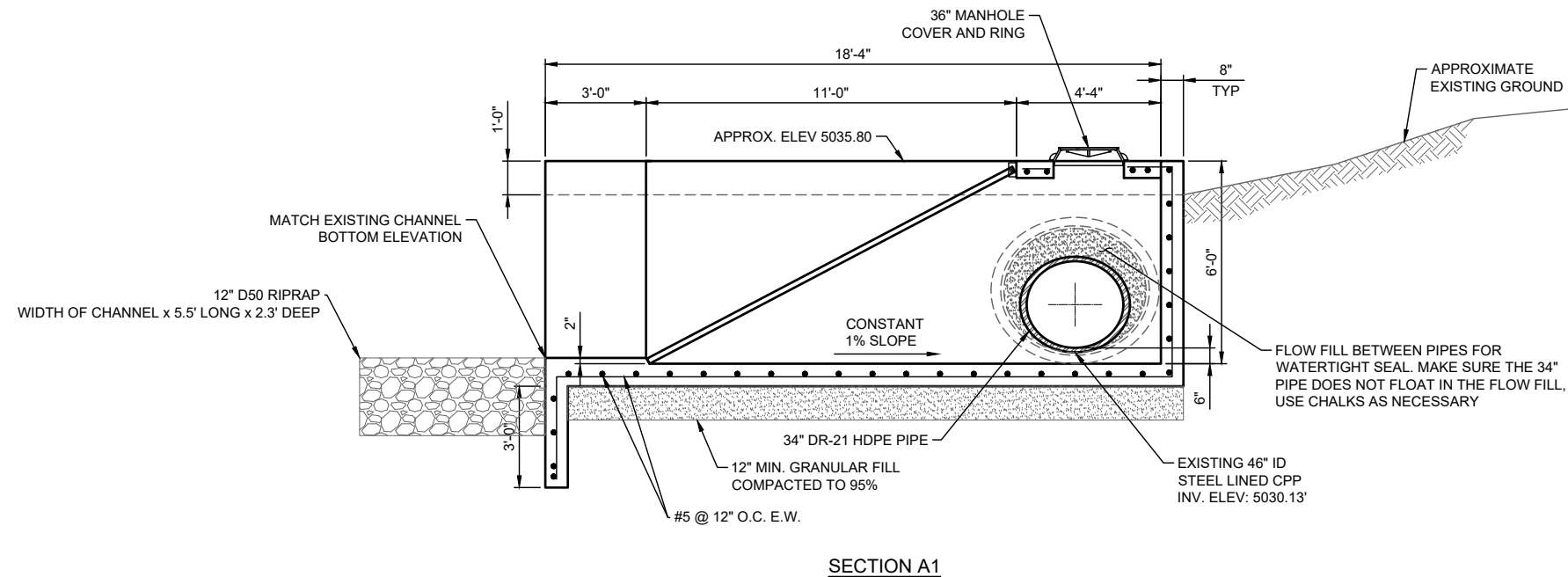
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- NOTES:
- SLOPES TO EXISTING CHANNEL ARE STEEP. PLAN SHORING AS NECESSARY FOR CONSTRUCTION.



A INTAKE STRUCTURE

REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE	
HORIZONTAL	1" = 5'
VERTICAL	1" = 10'

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

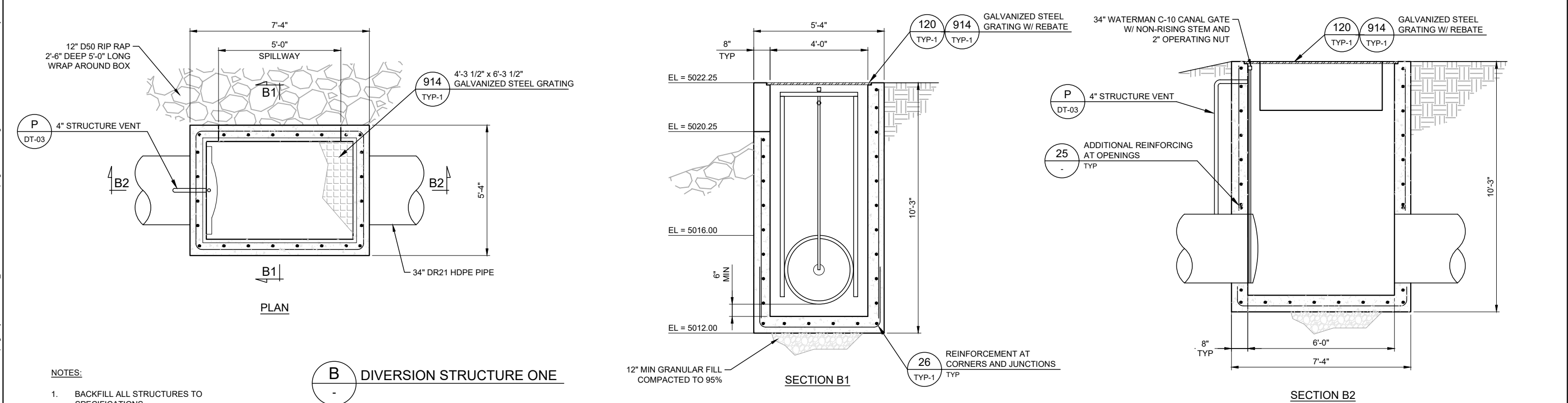
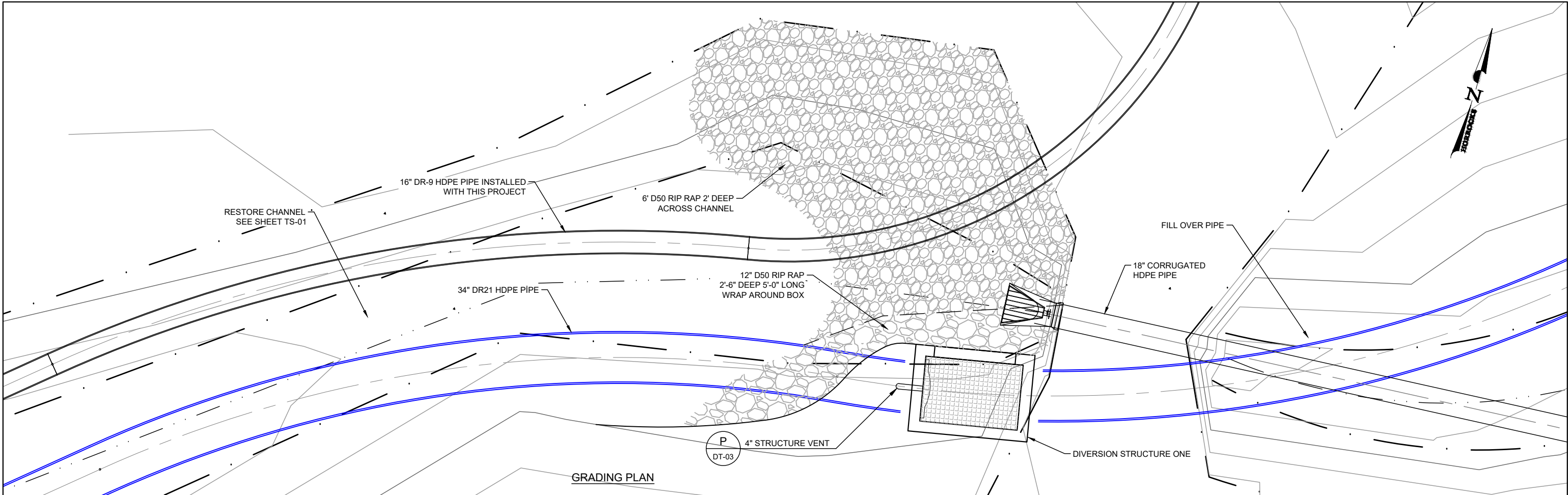


2162 West Grove Parkway
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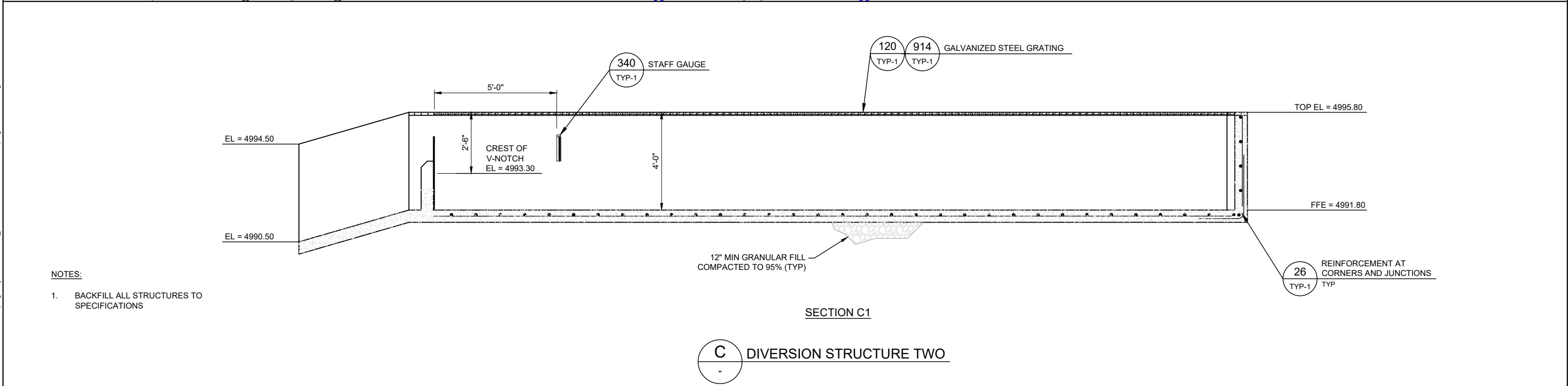
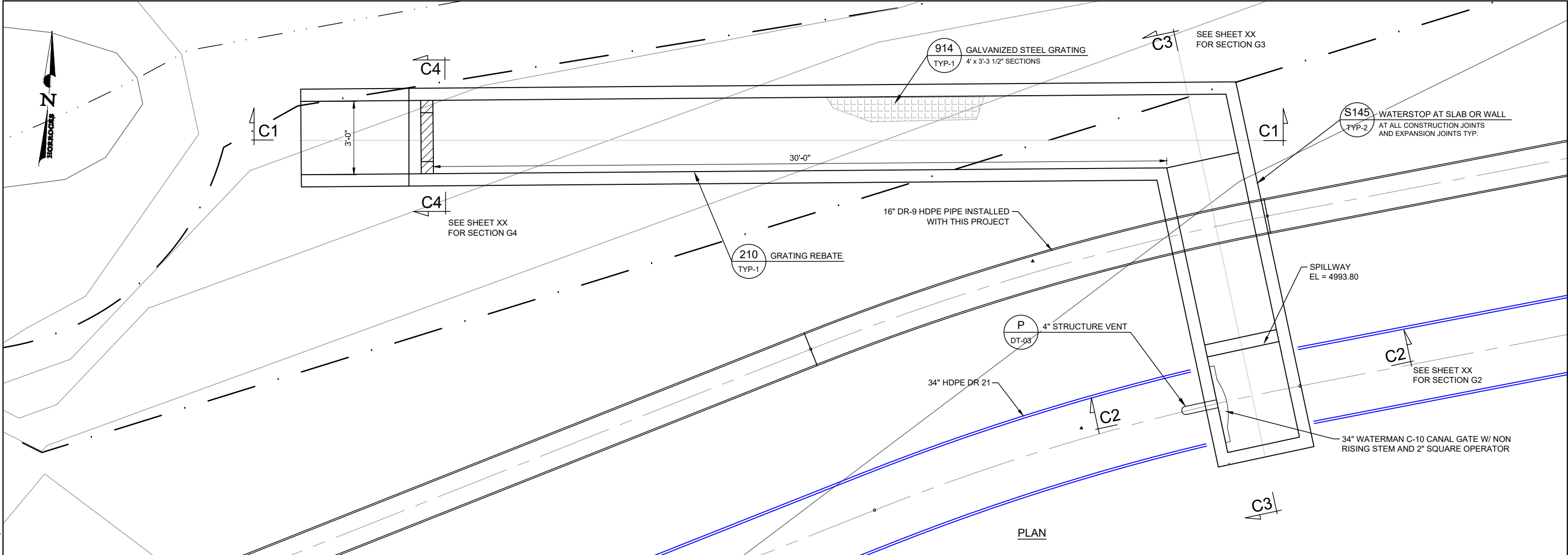
MILL DITCH PIPING

INTAKE STRUCTURE

DESIGNED	JEJ	DATE	08/2020	PROJECT NO.	UT-0058-1501_108
DRAWN	MAS	DATE	08/2020	SHEET NO.	16 OF 27
CHECKED	JES	DATE	08/2020	DRAWING NO.	ST-01



				SCALE		WARNING 01/21 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	HORROCKS ENGINEERS	2162 West Grove Parkway Suite 400 Pleasant Grove, UT 84062 (801) 763-5100	MILL DITCH PIPING		DESIGNED	DATE	PROJECT NO.
				HORIZONTAL					JEJ	08/2020	UT-0058-1501_108		
				VERTICAL					MAS	08/2020	17 OF 27		
REV	DATE	BY	DESCRIPTION	REVISIONS				DIVERSION STRUCTURE ONE		CHECKED	DATE	DRAWING NO.	
										JES	08/2020	ST-02	



	</		

SCALE
HORIZONTAL
1" = 4'
VERTICAL
1" = 10'

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

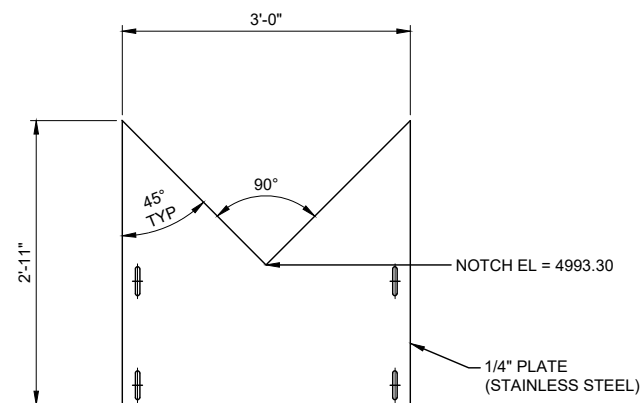
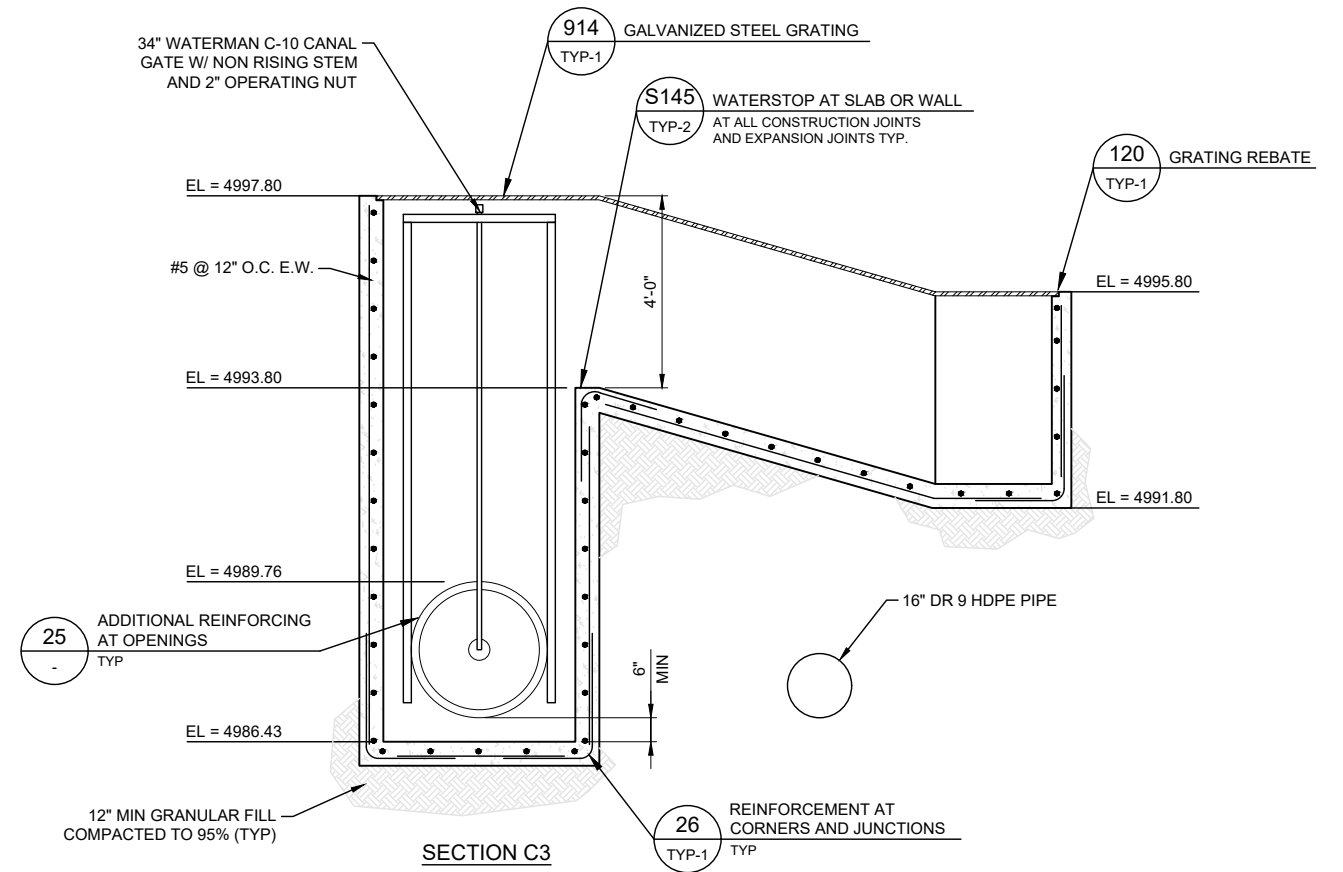
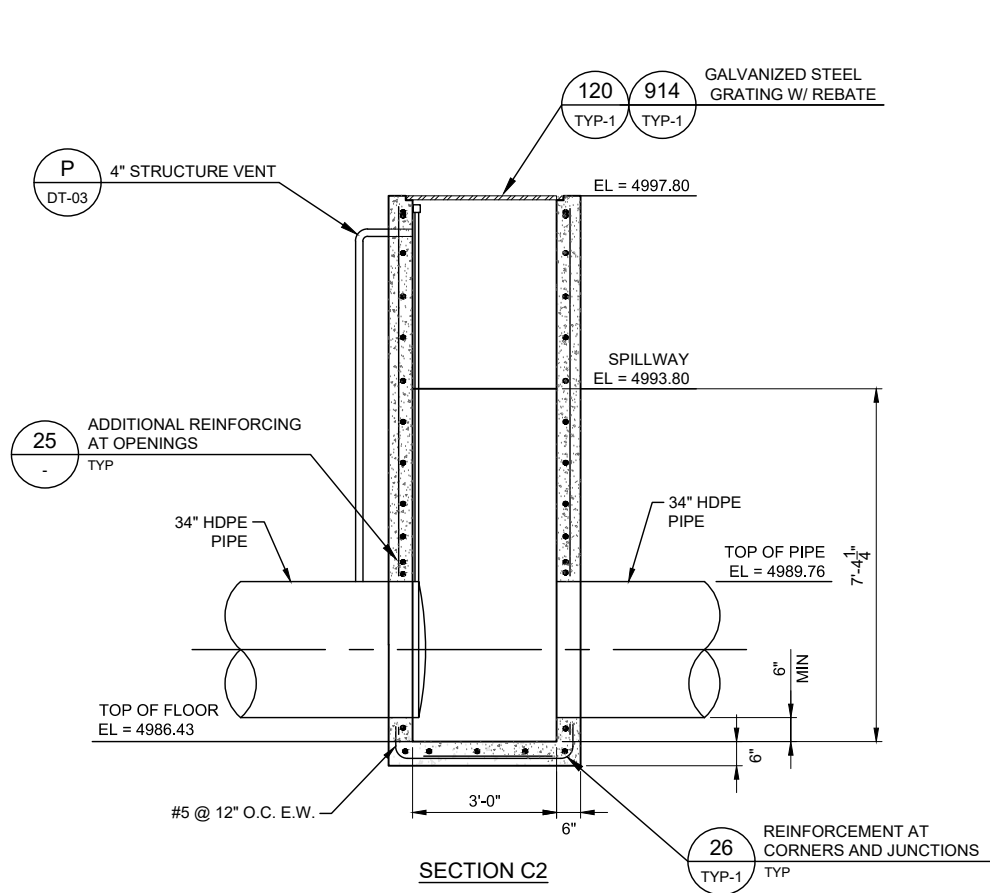


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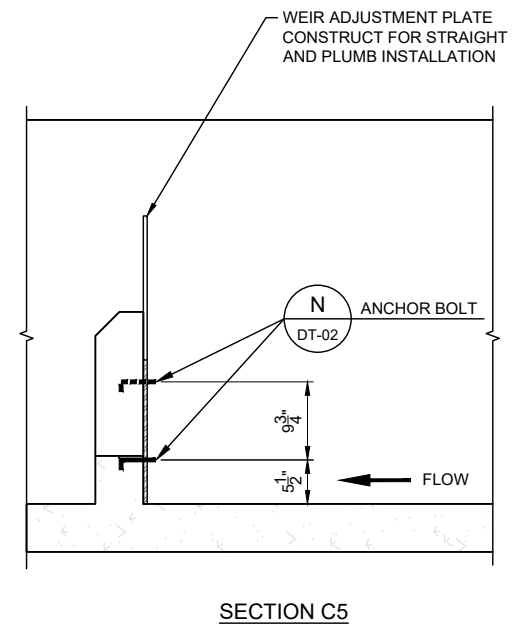
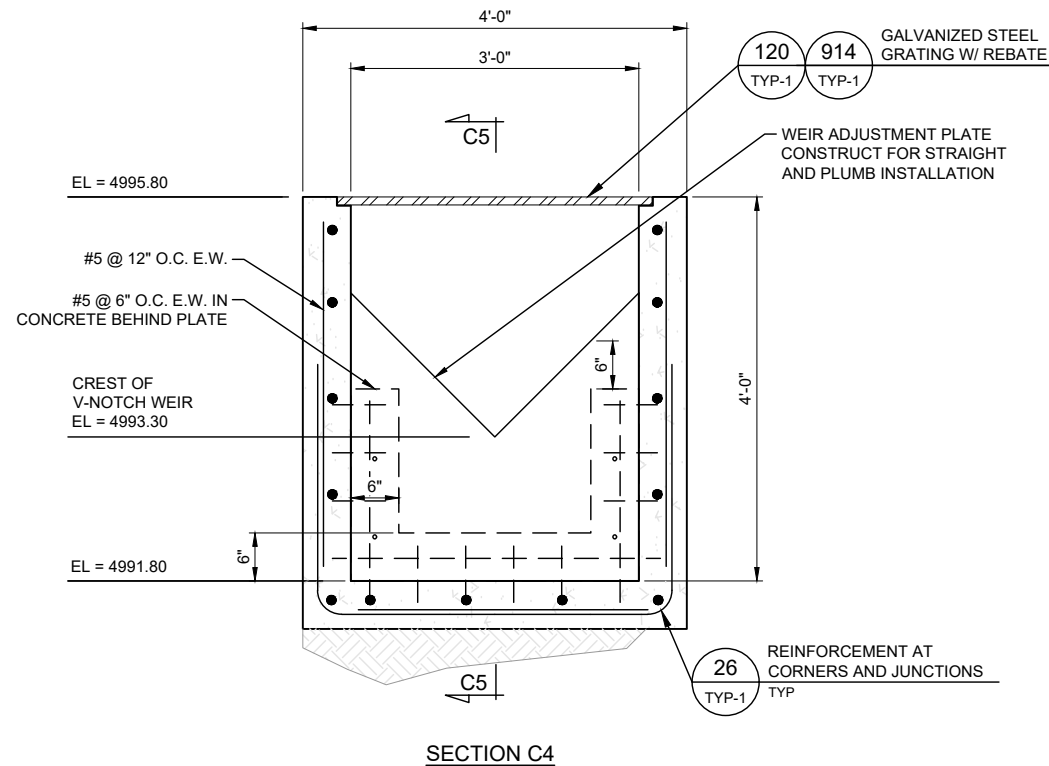
MILL DITCH PIPING

DIVERSION STRUCTURE TWO

DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	18 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	ST-03



NOTE:
MACHINE DOWNSTREAM EDGE OF V-NOTCH WITH A 60° CHAMFER TO
CREATE A STRAIGHT UPSTREAM EDGE 0.05 INCHES THICK. REMOVE
BURRS OR SCRATCHES. DO NOT SMOOTH OFF WITH AN ABRASIVE
CLOTH. DO NOT CREATE A KNIFE EDGE



REV	DATE	BY	DESCRIPTION

SCALE
HORIZONTAL
VERTICAL

WARNING

0 1/2 1

IF THIS BAR DOES NOT
MEASURE 1" THEN
DRAWING IS NOT TO SCALE

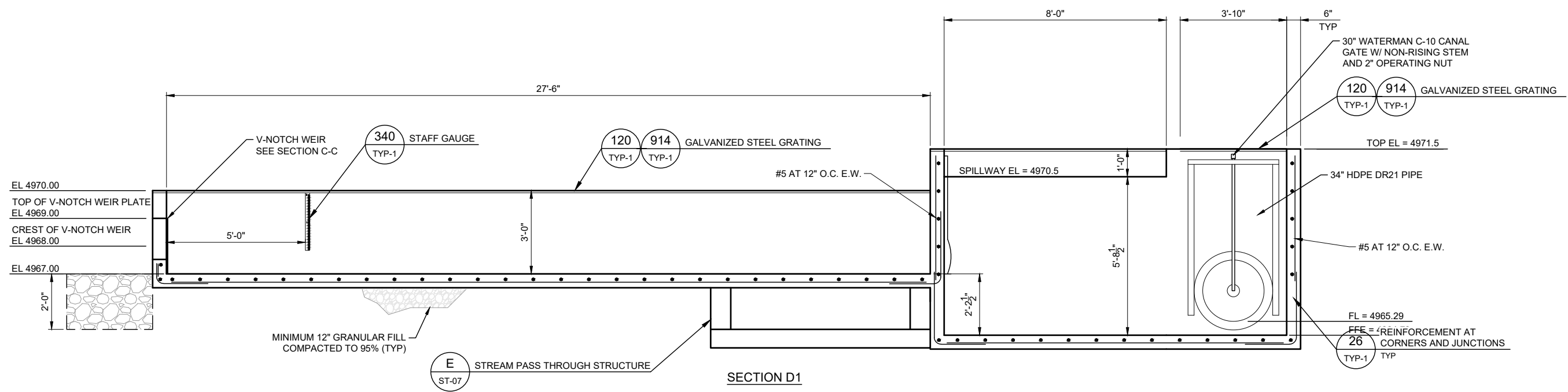
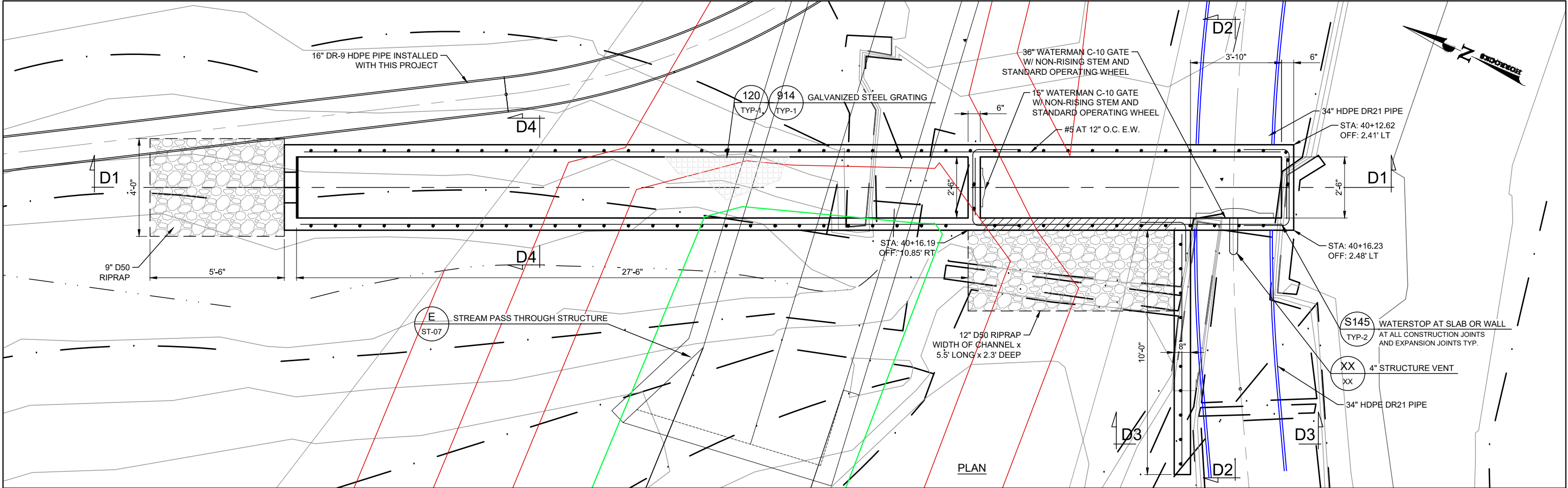
HORROCKS
ENGINEERS

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Pleasant Grove, UT 84062
(801) 763-5100

MILL DITCH PIPING

DIVERSION STRUCTURE TWO

DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	19 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	ST-04



NOTES:

- BACKFILL ALL STRUCTURES
ACCORDING TO SPECIFICATIONS.

D DIVERSION STRUCTURE THREE

REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE	
HORIZONTAL	1" = 4'
VERTICAL	1" = 10'

WARNING

0 1/2 1

IF THIS BAR DOES NOT
MEASURE 1" THEN
DRAWING IS NOT TO SCALE

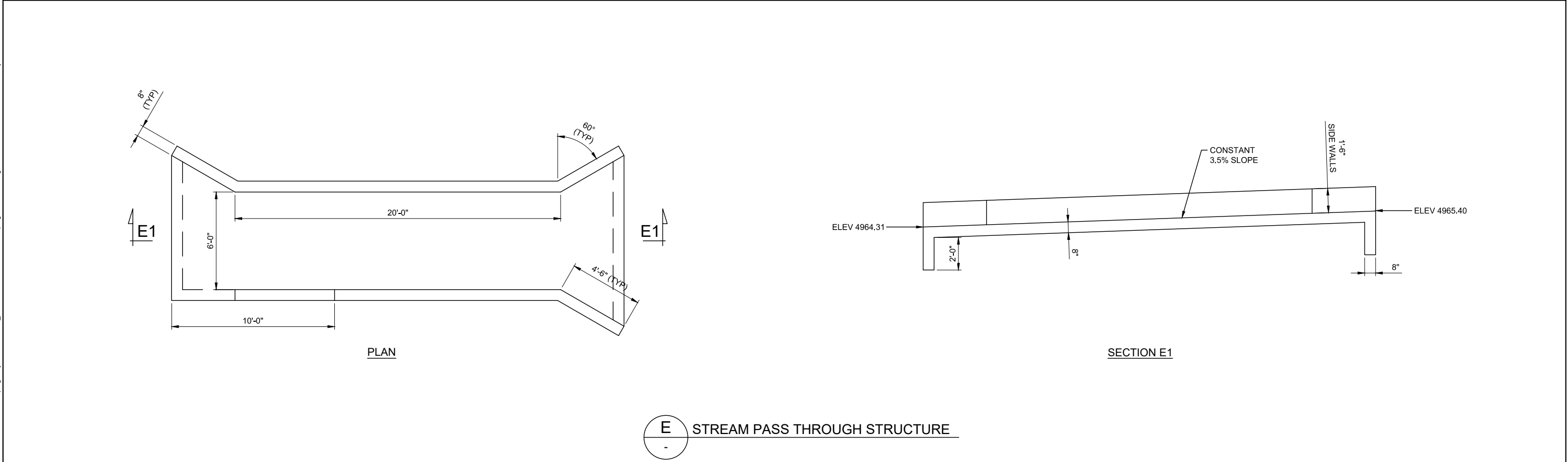
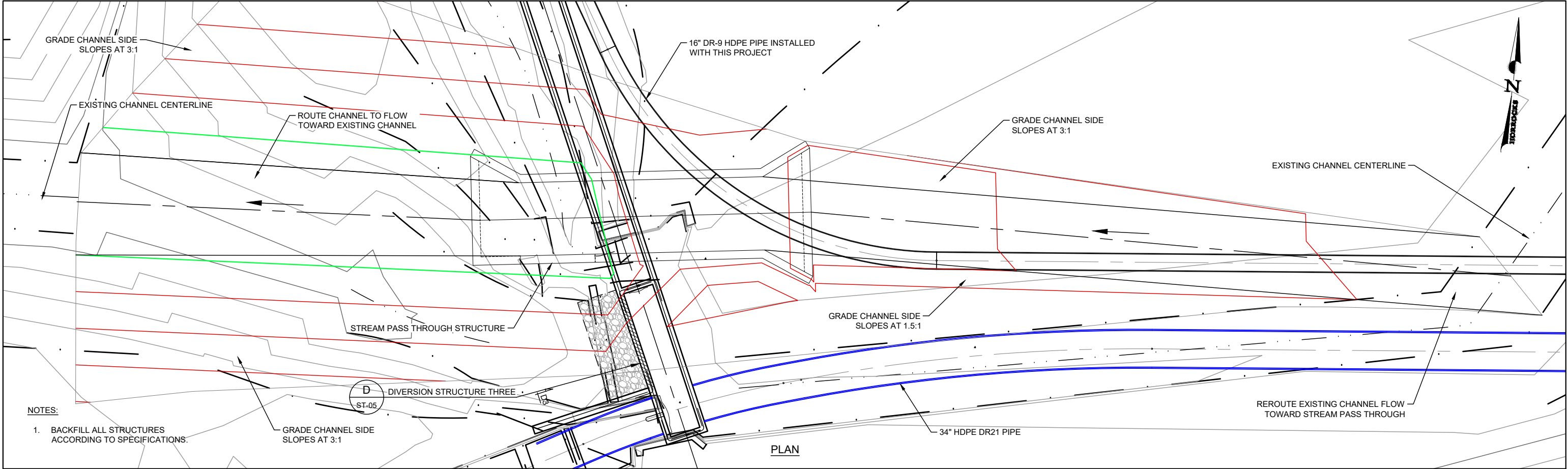


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(801) 763-5100

MILL DITCH PIPING

DIVERSION STRUCTURE THREE

DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	20 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	ST-05



REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE
HORIZONTAL
1" = 8'
VERTICAL
1" = 10'

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS

ENGINEERS

2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

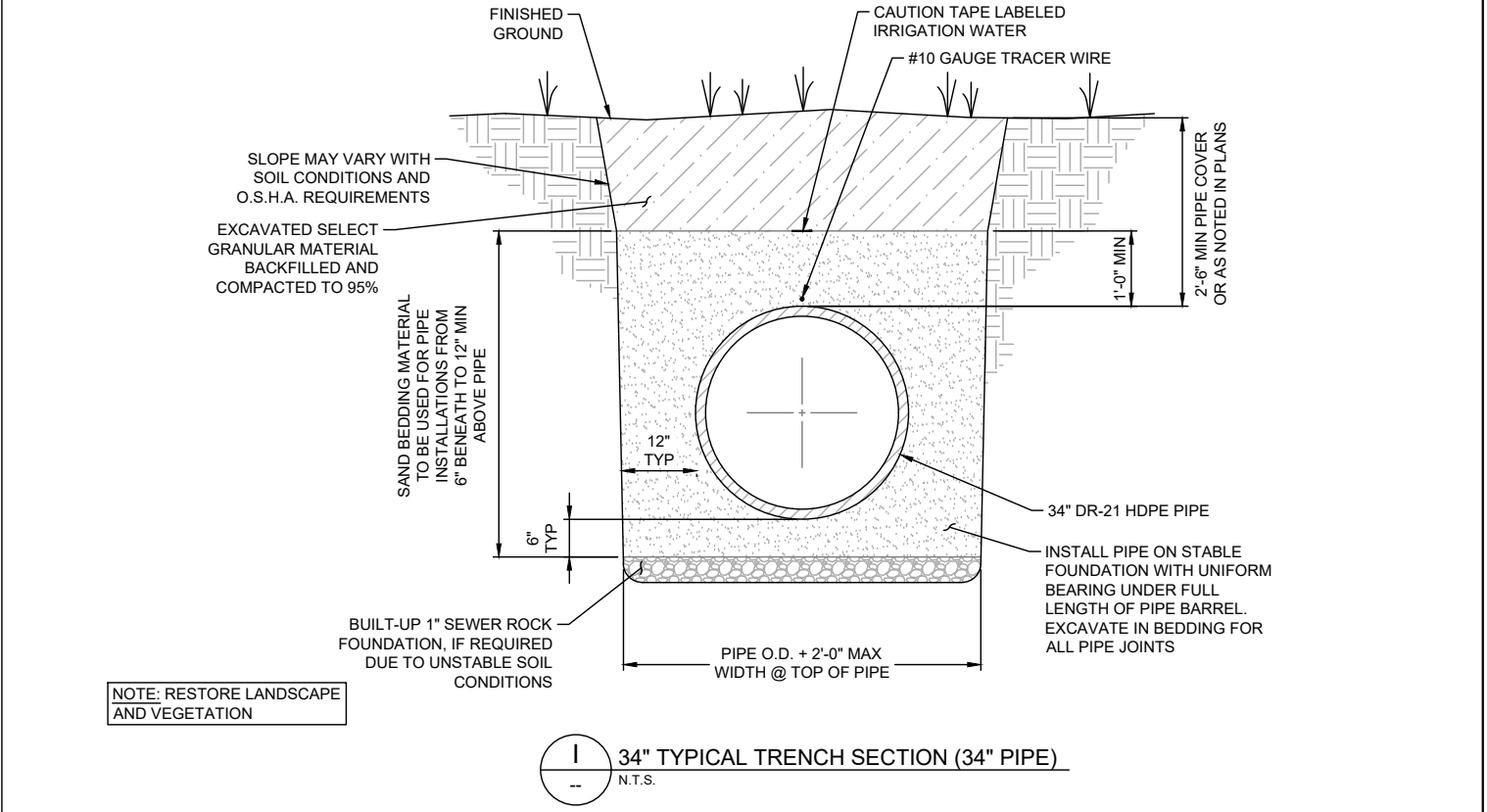
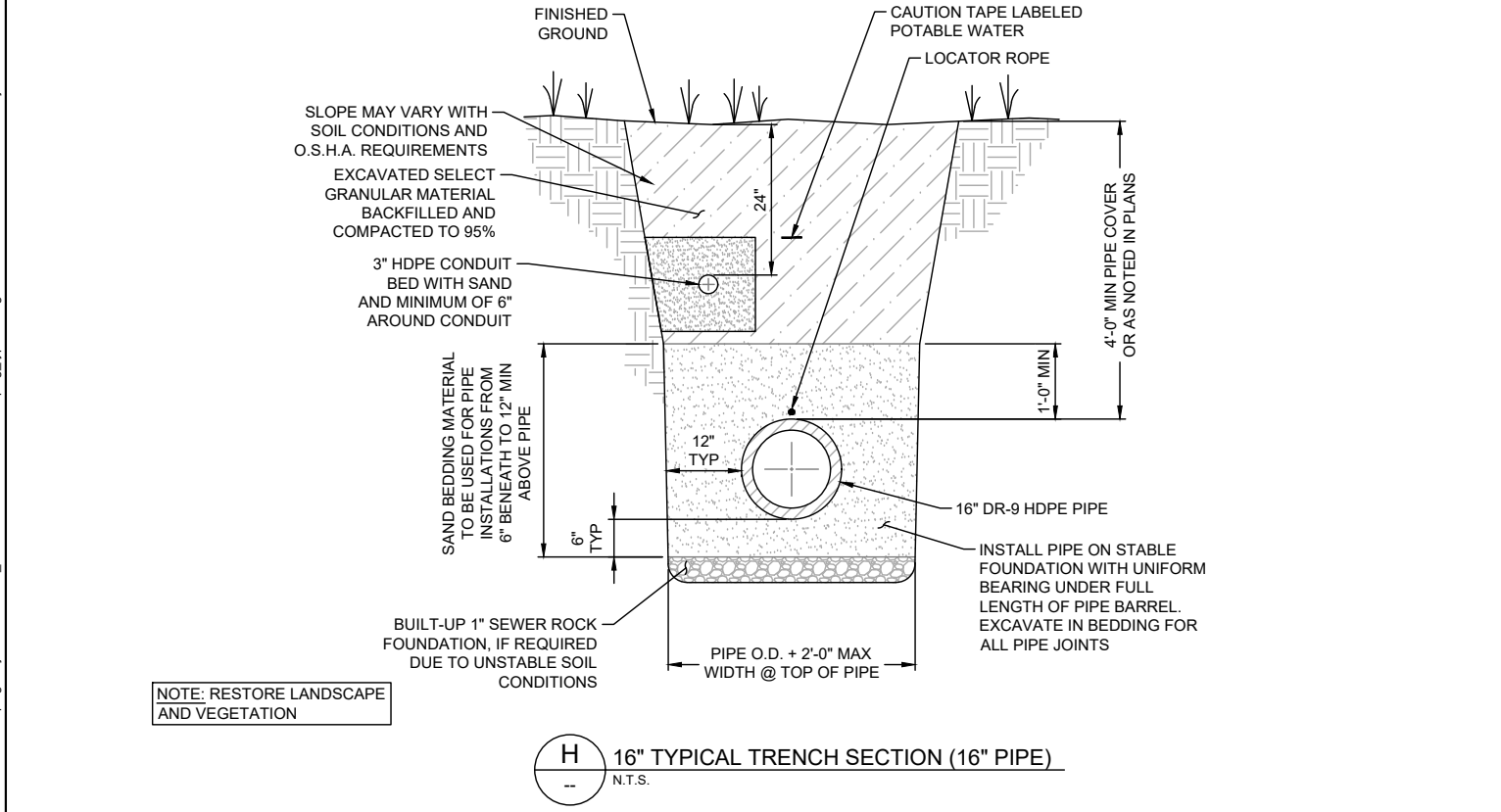
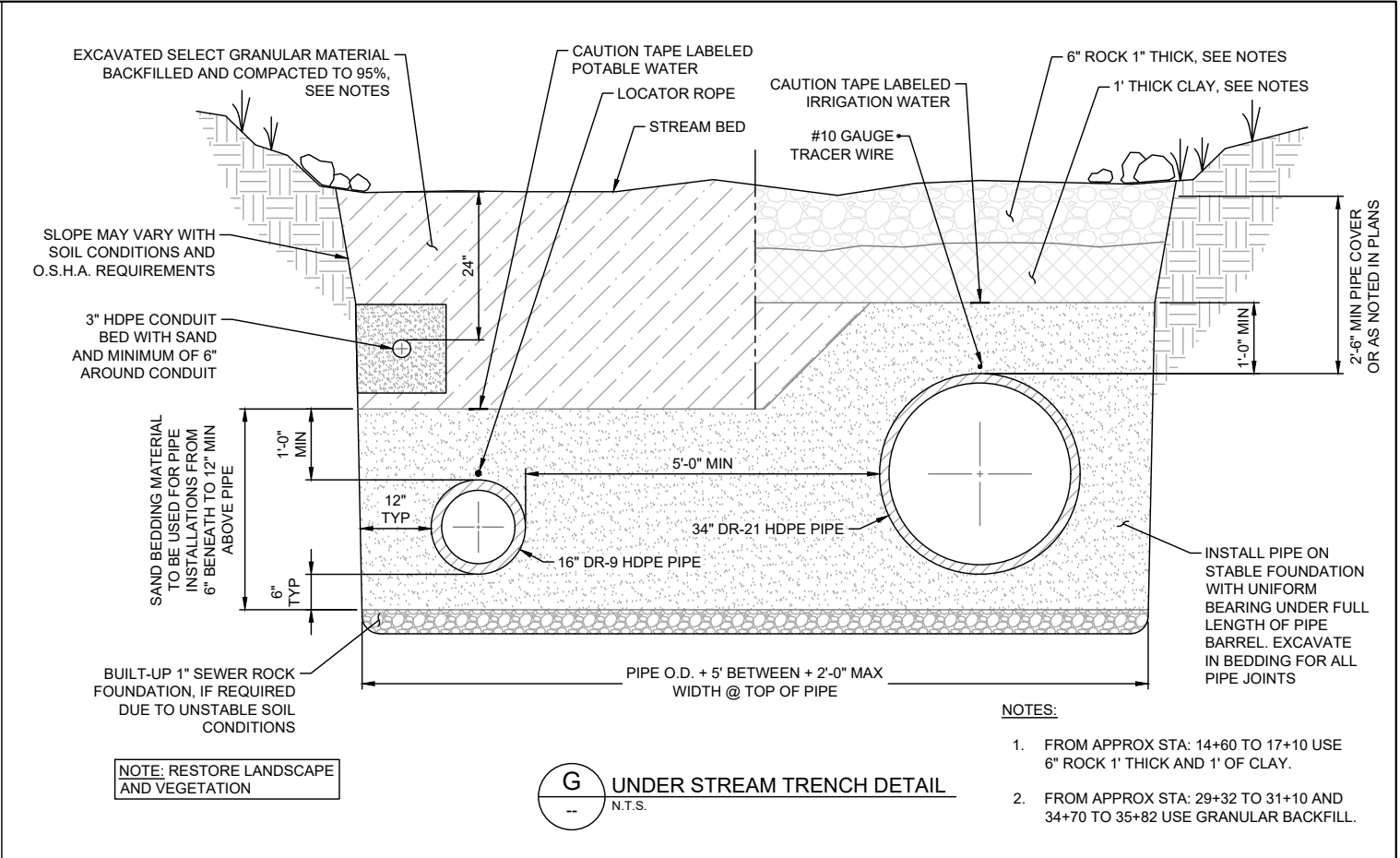
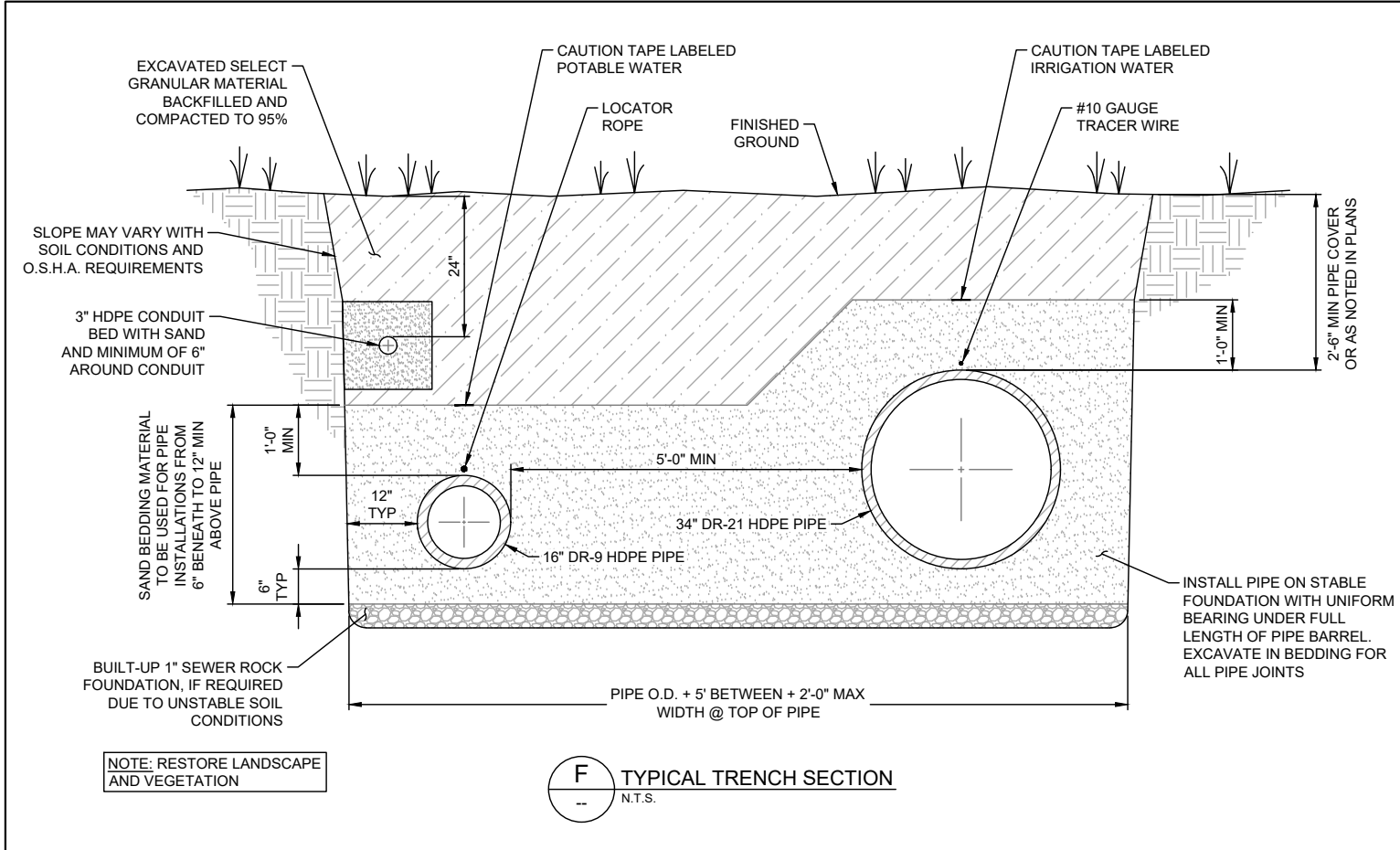
MILL DITCH PIPING

STREAM PASS THROUGH STRUCTURE

DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	22 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	ST-07

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REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE
HORIZONTAL
NONE
VERTICAL
NONE

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

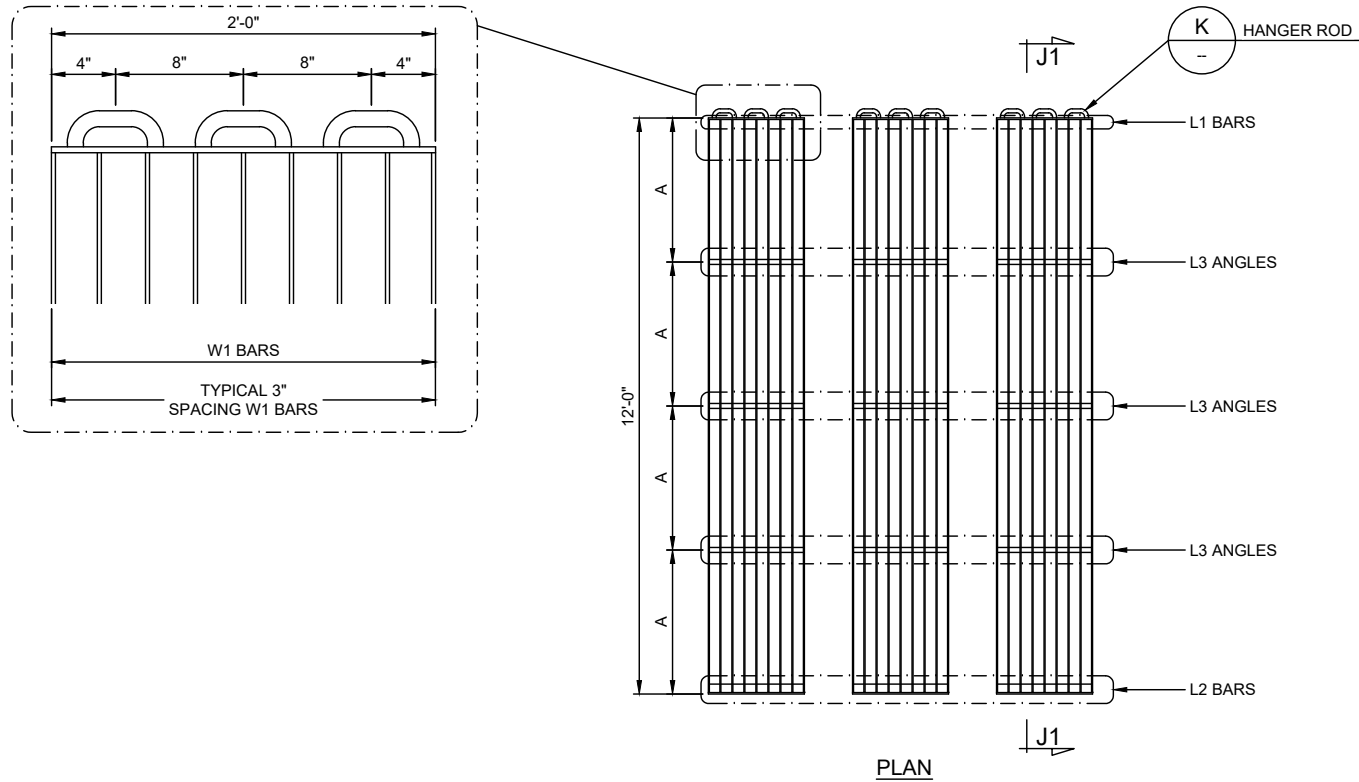


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(801) 763-5100

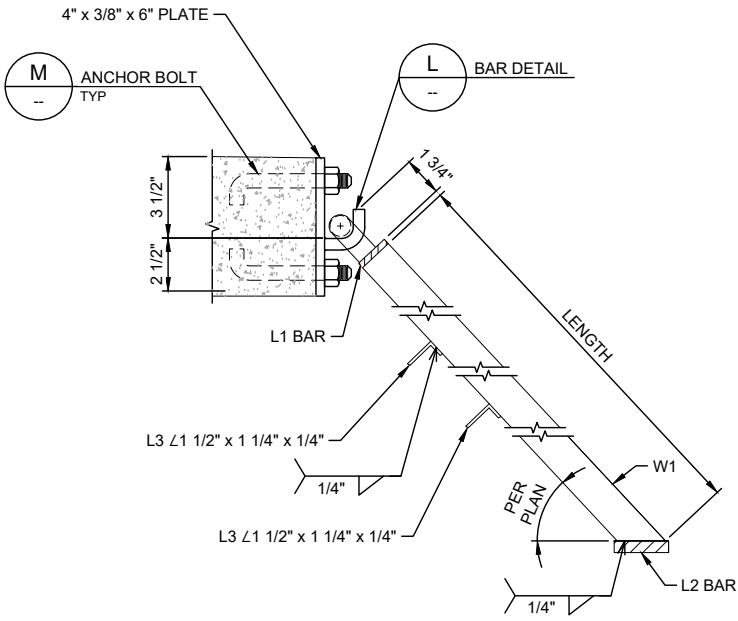
MILL DITCH PIPING

TRENCH SECTIONS

DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	23 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	TS-01

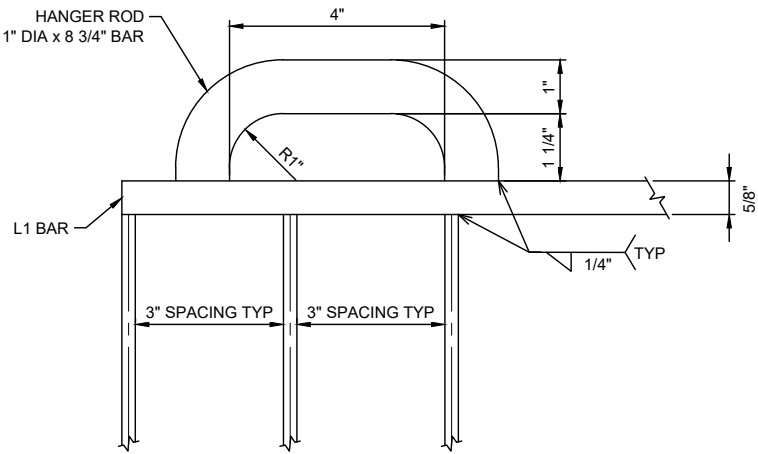


J TRASH RACK DETAIL

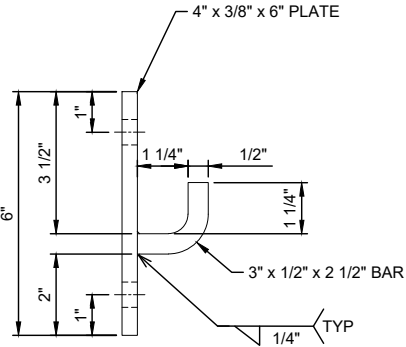


SECTION J1

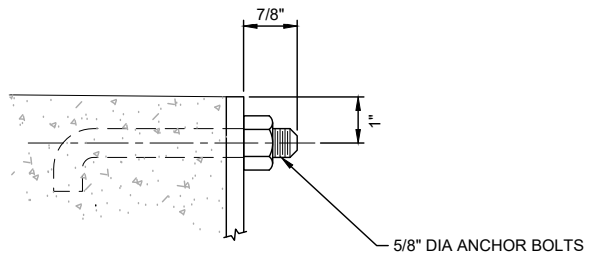
A	TRANSVERSE BARS										MAIN BARS			
	L1				L2				L3		W1			
	LENGTH	THICKNESS	WIDTH	NO.	LENGTH	THICKNESS	WIDTH	NO.	LENGTH	NO.	LENGTH	THICKNESS	WIDTH	NO.
3'-0"	2'-0"	3/8"	2"	3	2'-0"	1/2"	3"	3	4'-0"	9	12'-0"	1/4"	2"	25



K HANGER ROD DETAIL



L BAR DETAIL



M ANCHOR BOLT DETAIL

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REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE
HORIZONTAL
VERTICAL

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

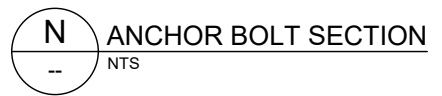
HORROCKS ENGINEERS

2162 West Grove Parkway
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

MILL DITCH PIPING

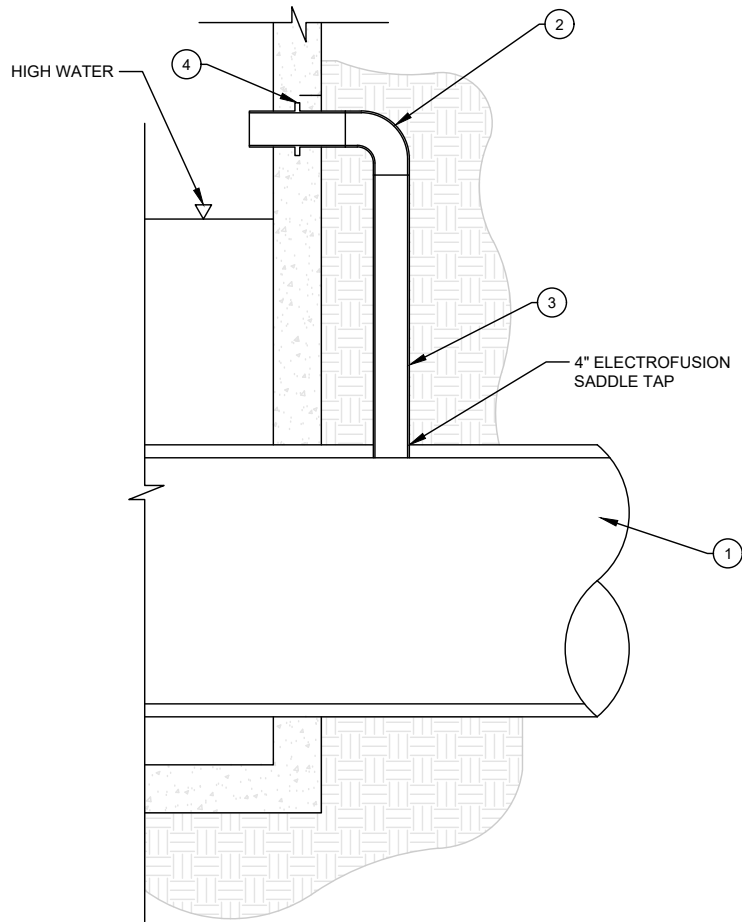
INTAKE STRUCTURE DETAILS

DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	24 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	DT-01



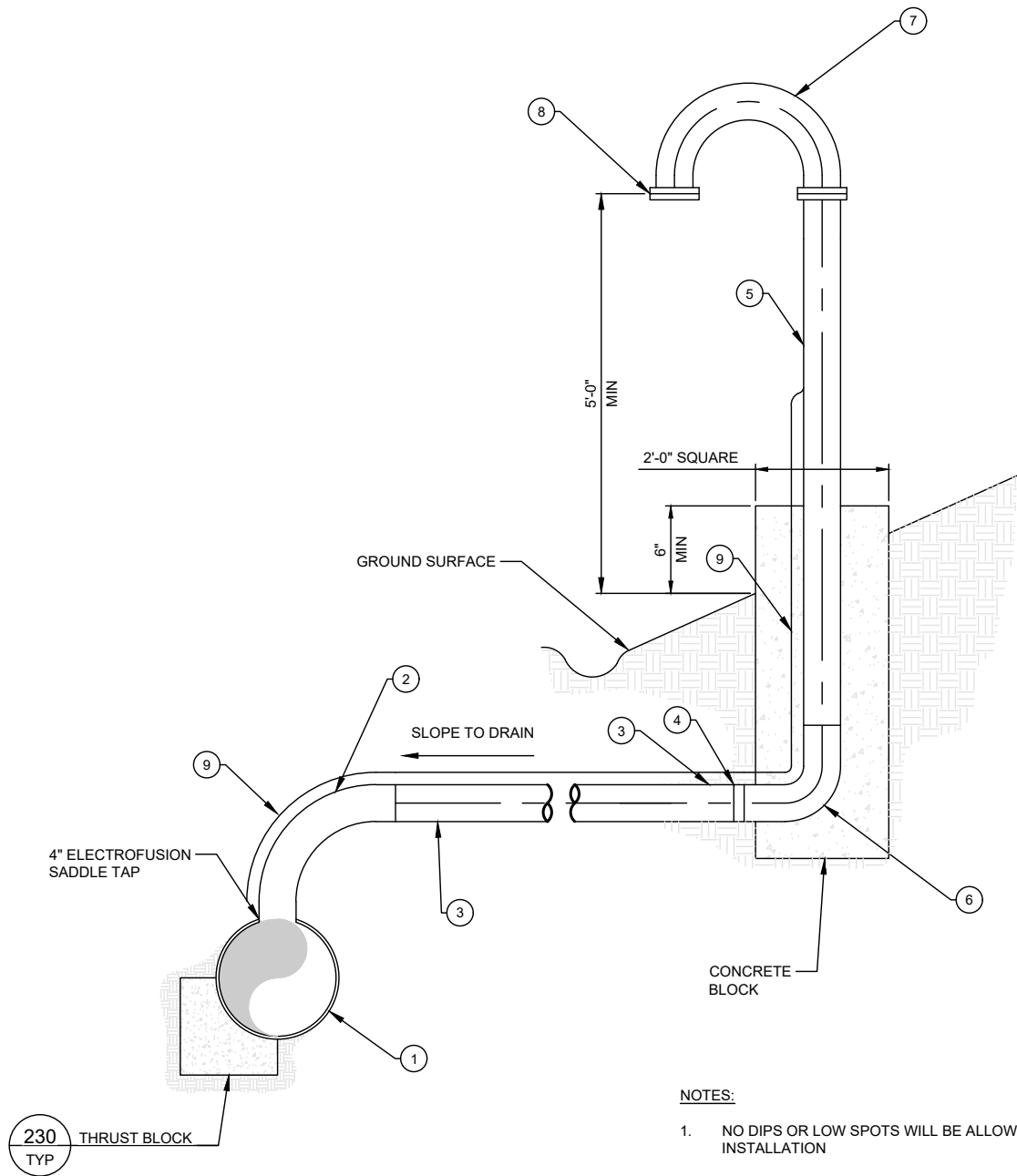
				SCALE		WARNING				2162 West Grove Parkway Suite 400 Pleasant Grove, UT 84062 (801) 763-5100		MILL DITCH PIPING V-NOTCH WEIR DETAILS				DESIGNED JEJ DATE 08/2020 PROJECT NO. UT-0058-1501_108	
				HORIZONTAL												DRAWN MAS DATE 08/2020 SHEET NO. 25 OF 27	
				NONE		IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE										CHECKED JES DATE 08/2020 DRAWING NO. DT-02	
				VERTICAL													
				NONE													
REV DATE BY DESCRIPTION REVISIONS																	

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- ① 34" HDPE PIPE
- ② 4" HDPE 90° BEND
- ③ 4" HDPE PIPE (LENGTH AS NEEDED)
- ④ 4" HDPE WALL ANCHOR FORMED INTO CONCRETE

P 4" STRUCTURE VENT
-



- ① 34" HDPE PIPE
- ② 4" HDPE MOLDED 90° ELBOW
- ③ 4" HDPE PIPE
- ④ 4" HDPE FLANGE ADAPTER
- ⑤ 4" FLG STAND PIPE SCH. 40 GALVANIZED STEEL
- ⑥ 4" FLG 90° BEND SCH. 40 GALVANIZED STEEL
- ⑦ 4" FLG GOOSENECK SCH. 40 GALVANIZED STEEL
- ⑧ #4 AND #14 STEEL SCREEN
- ⑨ #10 GAUGE LOCATOR WIRE
- ⑩ 4" HDPE W/SEEP RING FORMED INTO CONCRETE

PIPE CONNECTION

Q 4" AIR VENT
-

NOTES:

1. NO DIPS OR LOW SPOTS WILL BE ALLOWED IN PIPING INSTALLATION
2. CONTRACTOR IS TO VERIFY AIR VENT LOCATION WITH ENGINEER PRIOR TO CONSTRUCTION
3. LOCATION TO BE ISOLATED AND VISUALLY UNOBTUSIVE
4. COAT ALL EXPOSED METAL SURFACES WITH EPOXY PAINT, COLOR APPROVED BY FOREST SERVICE
5. NO EXTRUSION WELDING ALLOWED ON HDPE

REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE
HORIZONTAL
NONE
VERTICAL
NONE

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE



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Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

MILL DITCH PIPING
VENT DETAILS

DESIGNED	DATE	PROJECT NO.
JEJ	08/2020	UT-0058-1501_108
DRAWN	DATE	SHEET NO.
MAS	08/2020	26 OF 27
CHECKED	DATE	DRAWING NO.
JES	08/2020	DT-03



HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #5

DATE: October 20, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: Ground Lease Agreement Extension – American Towers
Administrative

PURPOSE:

The City Council will consider a request by Christiana Abbis representing American Towers to extend a current ground lease agreement for city owned property located at 5600 West 11000 North. The lease allows for access, installation and maintenance of utilities for the construction, operation, and maintenance of a cell tower and other facilities. The Council will take appropriate action.

PRIOR REVIEW:

The Council considered a similar request in August 2019. The Council expressed concern regarding the amount of the lease based on other cities agencies and own private property. A councilmember was to provide comparable market rates that could be used as part of the negotiations. Efforts to provide these rates have been unsuccessful.

Since August, American Tower has stated that they have had two tenants terminate their contracts leaving only one major carrier on the tower. American Tower states that although there is approximately 9 years remaining on the lease, such a short duration hurts their ability to retain customers or to market the tower, given the substantial costs to update or install equipment. The one remaining carrier is requesting that American Tower secure the ground lease for a longer term beyond the current lease.

American Tower is proposing the following:

<i>Options</i>	<i>Previous 2019 Offer</i>	<i>Current 2020 Offer</i>
Option 1	Perpetual easement One time lump sum payment of \$200,000	Perpetual easement One time lump sum payment of \$235,000
Option 2	6 additional five year terms	6 additional five year terms

	One-time \$75,000 payment Monthly rent \$674 with an annual 4% escalation No revenue share	One-time \$75,000 payment Monthly rent increase to \$925 with an annual 4% escalation Current revenue share remains (\$200 a month)
Option 3	N/A	6 additional five year terms One-time \$15,000 payment Monthly rent \$701.87 with an annual 4% escalation No revenue share

BACKGROUND:

The property is 2,100 square feet, zoned R-1-40 Single Family Residential. It was previously owned by the Highland Water Company and is the former site of the Highland Water Company Building.

In 1999, the Highland Water Company entered into a 30-year ground lease agreement for a cell tower and facilities on the site. The City Council approved a conditional use permit for the tower and facilities in April of 1999. The lease was extended by the Water Company in May 2001. In 2017, the City Council approved the selling of a portion of the site to WPI for future commercial development.

The site is encumbered by a number of easements for water and power. There is an additional cell tower on the site. Due to the existing encumbrances, redevelopment of the site would be problematic. If the property had the potential for redevelopment it would have most likely sold to WPI as part of the purchase mentioned above.

The lessee, American Towers, currently pays the City a monthly rent (approximately \$701.87) for the lease, with an annual rent escalation of 4%. The revenue share is \$200 per month. The total annual revenue is \$10,822.

The agreement will be revised to reflect the option the Council chooses and will be brought back for Council approval.

There is a second ground lease for a tower on the site. This was also previously approved by the Highland Water Company in 1996. In 2011, the Council approved an extension of the lease that did not change any terms. The City receives \$23,777 annually for this lease. This lease expires in 2046. The parcel size is 2,268 square feet.

FISCAL IMPACT:

The Finance Director has performed a financial analysis of all three options.

- Option 1: Over the life of the lease, this option provides \$235,000 in cash and a net present value \$235,000.
- Option 2: Over the life of the lease, this option provides \$747,945 in cash and a net present value \$353,476.
- Option 3: Over the life of the lease, this option provides \$649,089 in cash and a net present value \$341,306.

Option 2 is the best financial option for the City.

RECOMMENDATION:

If the Council approves one of the options, staff recommends that the City Council approve Option 2.

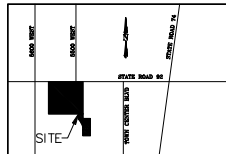
PROPOSED MOTION:

I move that the City Council approve American Tower Offer Option 2.

ATTACHMENTS:

1. Existing Utility Encumbrances
2. Current American Tower Lease Agreement – Highland Water Company
3. 2020 American Tower Proposal (Staff has confirmed that the agreement is still valid.)

LOCATED IN THE NORTHWEST QUARTER OF SECTION 36
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
HIGHLAND CITY, UTAH



VICINITY MAP
(N.T.S.)

- [illegible]

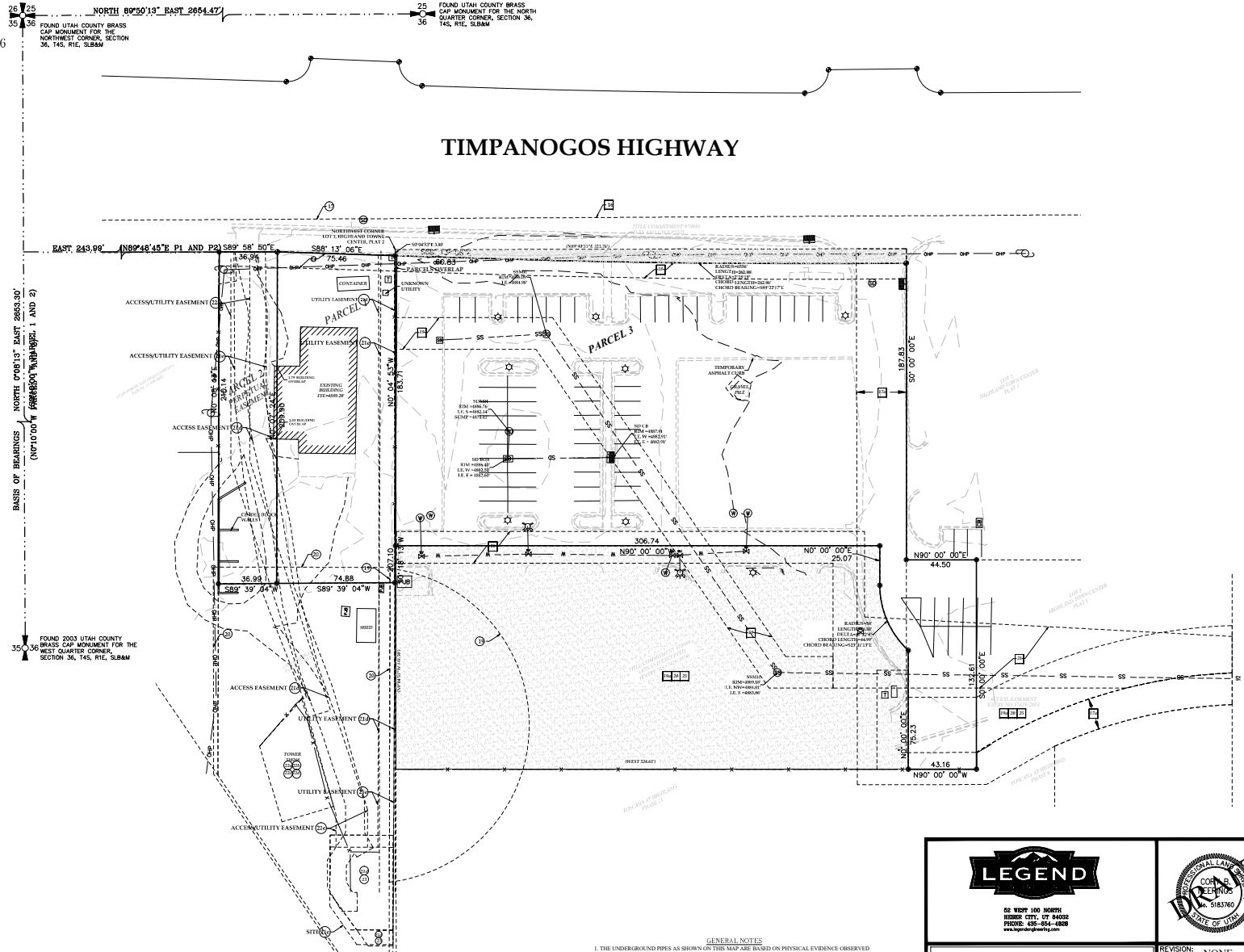
BASIS OF BEARINGS

NORTH 0°06'13" EAST	2853.30'
(N 10°10'00" W	5528.00' W PARCEL 1 AND 2)

FOUND 2003 UTAH COUNTY
BRASS CAP MONUMENT FOR THE
WEST QUARTER CORNER,
SECTION 36, T4S, R1E, SLB&M

NORTH 89°50'13" EAST 2654.47' 25
COUNTY BRASS CAP MONUMENT FOR THE NORTH
QUARTER CORNER, SECTION 36,
T4S, R1E, S16&M 36

TIMPANOGOS HIGHWAY



52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-854-4828
www.legendengheverfs.com



Recorder

DRAFT

REVISION: NONE

DATE: 8/9/16

SCALE: 1"=30'

PAGE: 2 OF 2

PROJECT:	S16-038
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GENERAL NOTES

1. THE UNDERGROUND PIPES AS SHOWN ON THIS MAP ARE BASED ON PHYSICAL EVIDENCE OBSERVED ABOVE GROUND, CITY UTILITY MAPS.
2. PROPERTY CORNERS WERE NOT SET FOR THIS SURVEY.
3. RECORD BEARINGS AND DISTANCES ARE SHOWN IN PARENTHESES.
4. THE BASIS OF BEARINGS ALONG THE SECTION LINE AS SHOWN HEREON WAS USED FOR BOTH TITLE COMMITMENT PARCELS.

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Lease Agreement ("Agreement") is entered into this 28 day of June, 1999, between Nextel West Corp., a Delaware Corporation d.b.a. Nextel Communications, ("Lessee"), and Highland Water Company, a Utah non-profit organization ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in the City of Highland, County of Utah, State of Utah, commonly known as 5555 West 11000 North. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately One Thousand Six hundred (1,600) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).

4. **Term.** The term of this Agreement shall be five (5) years commencing on start of construction of the Lessee Facilities or January 1, 2000, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. **Rent.**

(a) Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Two Hundred and 00/100 DOLLARS (\$200.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 10535 North 5600 West, Highland, UT 84003; Attention: Mark Thompson.

(b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Rent for the previous year.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee

Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

8. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land.

9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Assignment and Subletting.** Lessee may assign this Agreement or sublet or license the Premises or any portion thereof to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement. Lessee shall have the right to sublet this Agreement without Lessor's consent. Lessee shall pay to Lessor the sum of Two Hundred and 00/00 Dollars (\$200.00) for revenue received from subletting to others within the leased Premises. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be

Mountain Pacific Market
Highland, UT-0097A

observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Highland Water Company
10535 North 5600 West
Highland, UT 84003
Attn.: Mark Thompson

Lessee: Nextel Communications
4643 South Ulster Street, Ste 500
Denver, CO 80237
Attn.: Property Manager

With a copy to: Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, Virginia 22102
Attn.: Legal Dept., Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Utah.

Mountain Pacific Market
Highland, UT-0097A

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:

Highland Water Company, a Utah non-profit organization

LESSEE:

Nextel West Corp., a Delaware Corporation
d.b.a. Nextel Communications

By: Jay Franson

Title: President

Date: Jan. 28, 1999

Tax ID # 87-0273442

By: William C. Jarvis

Title: Area President

Date: 2/22/99

Mountain Pacific Market
Highland, UT-0097A

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated Jan. 28, 1999, by and between Highland Water Company, a Utah non-profit organization, as Lessor, and Nextel West Corp., a Delaware Corporation d.b.a. Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 11-039-0003

Commencing at a point on South line of road which is N 10° W 1284.1 feet along section line and North 89 22' East 244 feet along SD South line of road from west quarter corner Section 36, Township 4 South, Range 1 East, Salt Lake Meridian; South 10° East 3 31.35 feet; South 34 31'E 146.46 feet; E 28.52 feet; North 453.28 feet to South line of road; South 89 2 2' West 112.48 feet along SD South line to beginning.

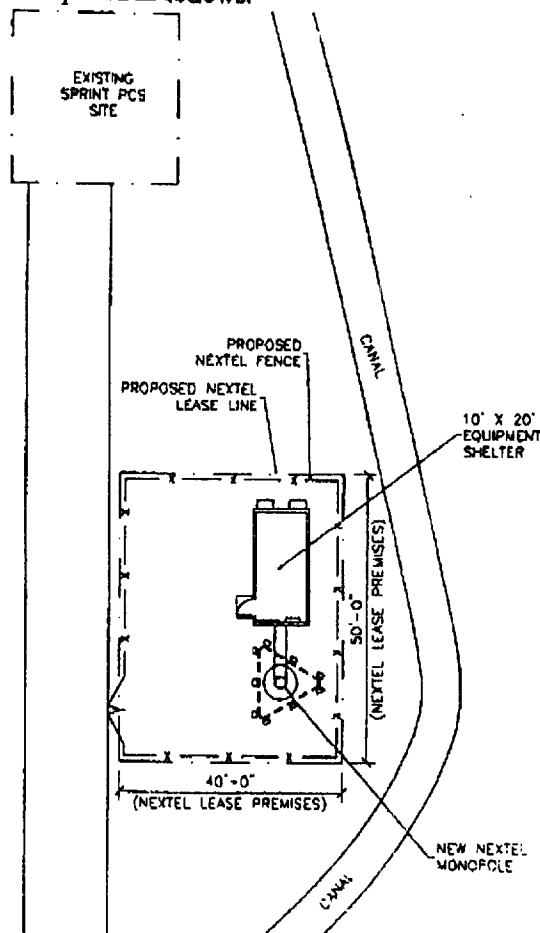
EXHIBIT B

DESCRIPTION OF PREMISES

Page 1 of 1

to the Agreement dated Jan. 28, 1999, by and between Highland Water Company, a Utah non-profit organization, as Lessor and Nextel West Corp., a Delaware Corporation d.b.a. Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



HIGHLAND (UT-0097A)		N O R T H
SITE A.P.N.: 11-039-0003		
OWNER: Highland Water Company		
SITE ADDRESS: 5555 West 11000 North Highland, UT 84003		

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Mountain Traffic Market
Highland, UT 84003A

EXHIBIT C**MEMORANDUM OF AGREEMENT**

1 OF 2

CLERK: Please return this document to: Nextel West Corp., d.b.a. Nextel Communications
860 West Levoe Drive, Ste 102
Salt Lake City, UT 84123
Attn.: Property Manager

This Memorandum of Agreement is entered into on this 11 day of Jan., 1999, by and between Highland Water Company, a Utah non-profit organization, with an office at 10535 North 5600 West, Highland, UT 84003, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware Corporation, d.b.a. Nextel Communications with an office at 4643 South Ulster Street, Ste 500, Denver, CO 80237, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the ____ day of _____ 199____, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on _____ ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive five (5) year options to renew.

3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:
Highland Water Company, a Utah non-profit organization

LESSEE:
Nextel West Corp., a Delaware Corporation
d.b.a. Nextel Communications

THIS COPY NOT FOR EXECUTION.
FOR EXHIBIT PURPOSES ONLY.

THIS COPY NOT FOR EXECUTION.
FOR EXHIBIT PURPOSES ONLY.

By: Jay W. Franson
Title: President
Date: _____

By: William C. Jarvis
Title: Area President
Date: _____

Mountain Pacific Market
Highland, CA 90097A

EXHIBIT C**MEMORANDUM OF AGREEMENT**

2 OF 2

STATE OF _____ *THIS COPY NOT FOR EXECUTION.*
COUNTY OF _____ *FOR EXHIBIT PURPOSES ONLY.*

On _____, before me, _____, Notary Public,
personally appeared _____, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNES: by hand and official seal.

Notary Public _____ (SEAL)

My commission expires: _____

STATE OF _____ *THIS COPY NOT FOR EXECUTION.*
COUNTY OF _____ *FOR EXHIBIT PURPOSES ONLY.*

On _____, before me, _____, Notary Public,
personally appeared _____, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the
instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNES: by hand and official seal.

Notary Public _____ (SEAL)

My commission expires: _____



July 21, 2000

Highland Water Company
Attn: Mark Thompson
10535 North 5600 West
Highland, UT 84003

RE: SpectraSite Communications site UT-0010 / Highland

Dear Mr. Thompson:

Please find the enclosed check for \$272.73. SpectraSite Communications has entered into a license agreement with Vision Global Network Corporation, which commenced on July 22, 2000. Pursuant to paragraph 14 of the lease dated January 28, 1999 between Nextel Communications and Highland Water Company, which was subsequently assigned to Tower Asset Sub, Inc. an affiliate of Nextel d/b/a SpectraSite on February 29, 2000, Highland Water Company is to receive an additional \$200 per month for revenue received from subletting to others within the leased premises.

The check for \$272.73 is comprised of \$72.73 as additional rent for July and \$200 for August. You will be receiving an another check sent under separate cover for \$200 within the next week or so; this is your regular ground rent check. Beginning with rent due in September 2000, you will be receiving \$408 per month in rent which will include \$208 as ground rent and an additional rent of \$200 which is the rent due per paragraph 14 of your lease.

If you have any questions, please do not hesitate to call me at 888-498-3667. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Jon McNamara".

Jon McNamara

FAX COVER SHEET

HIGHLAND WATER COMPANY

310268

10535 NORTH 5600 WEST

HIGHLAND, UTAH 84003

(801) 234-0998

(801) 756-5257 FAX

PLEASE DELIVER TO: RAY VENO

FAX NUMBER: (781)-926-4555

DATE SENT: 6/15/06 TIME SENT: 13:25

PAGES INCLUDING THIS COVER SHEET 3

This information is confidential and intended for the person listed above.

Please make changes to the contract or addendum.

Thanks for your help

Mark L. Thompson President

Highland UT 6

FAX WAS BUSY
FOR 24 HRS

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT
(GROUND)

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Amendment") is made to that certain Communications Site Lease Agreement (Ground) dated January 28, 1999, (the "Agreement") by and between **HIGHLAND WATER COMPANY**, a Utah non-profit organization ("Lessor"), and **TOWER ASSET SUB, INC.**, a Delaware corporation, located at 100 Regency Forest Drive, Suite 400, Cary, North Carolina 27511 ("Lessee"), successor-in-interest to Nextel West Corp., a Delaware corporation ("Nextel").

WHEREAS, Lessor and Nextel, entered into the Agreement, whereby Lessor leased to Nextel certain real property, together with the easements for ingress and egress and the installation and maintenance of utilities (collectively referred to as the "Premises"), for the construction, operation, and maintenance of a tower and other facilities on the Premises; and

WHEREAS, pursuant to the Agreement and Plan of Merger dated February 10, 1999, together with the Assignment of Leases and that certain Merger Agreement each dated April 20, 1999 Nextel, in accordance with the Agreement transferred this Agreement and the tower facilities to Tower Parent Co. ("Parent Co."), which subsequently transferred the Agreement and tower facilities to Lessee, whereupon Lessee succeeded to the rights, duties and obligations under the Agreement; and

WHEREAS, Lessor and Lessee desire to revise Exhibit B to the Agreement as further described herein and in consideration therefore to increase the rent payable to the Lessor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee hereby agree as follows:

1. Any capitalized terms used in this Amendment that are not defined herein shall have the meanings given those terms in the Agreement.
2. That Exhibit B is hereby deleted in its entirety and replaced by **Exhibit B (Revised)** attached hereto, and any reference in the Agreement to Exhibit B shall be deemed to refer to **Exhibit B (Revised)**. Lessee may replace such exhibit with a survey and legal description once obtained by the Lessee.
3. That Paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following Paragraph:

"1. Premises. Lessor is the owner of a parcel of land (the "Land") located in the City of Highland, County of Utah, State of Utah commonly known as 5555 West 11000 North. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee

and Lessee leases from Lessor approximately Two Thousand One Hundred (2100) square feet of the Land and all access utilities and easements, if any, (the "Premises") as described in **Exhibit B (Revised)** annexed hereto. Lessee may replace such exhibit with a survey and legal description once obtained by the Lessee."

4. That Paragraph 5. of the Agreement is hereby deleted in its entirety and replaced with the following Paragraph:

"5. Rent.

(a) Lessor and Lessee agree that the Commencement Date of the Agreement is September 1, 1999.

(b) Beginning on the Commencement Date and on the first day of each month thereafter to August 31, 2000, the Rent payable to Lessor shall be Two Hundred and 00/100 Dollars (\$200) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 10535 North 5600 West, Highland, UT 84003; Attention: Mark Thompson.

(c) Beginning April 1, ²⁰⁰⁰~~2001~~, the Rent payable to Lessor shall increase to Three Hundred Eight and 00/100 Dollars (\$308) per month.

(d) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Rent for the last month of the previous year."

5. Memorandum of Agreement: This Amendment may not be recorded. However, within thirty (30) days of Lessee's written request, Lessor shall execute a memorandum of lease, in form and content acceptable to Lessee, which may be recorded.

6. Full Force and Effect: Except as modified herein, the Agreement is hereby affirmed and remains unchanged and in full force and effect.

7. Effective Date: The Effective Date of this Amendment shall be April 1, 2001.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the ____ day of _____, 2001.

LESSOR:

HIGHLAND WATER COMPANY, a Utah non-profit organization

By: Mark S. Thompson
Name: Mark S. Thompson
Title: Vice President
Date: 5-2-2001

STATE OF UTAH

COUNTY OF UTAH

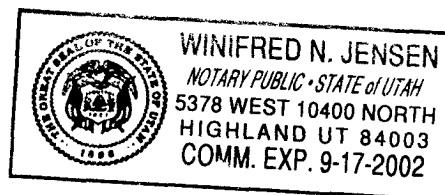
Before me, Winifred Jensen the undersigned, a Notary Public for the State, personally appeared Mark S. Thompson who is the Vice President of **HIGHLAND WATER COMPANY**, a Utah non-profit organization, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 2nd day of May, 2001.

Signature Winifred N. Jensen

NOTARY SEAL

My commission expires: 9/17/2002



LESSEE:

TOWER ASSET SUB, INC.,

a Delaware corporation, by SPECTRASITE
COMMUNICATIONS, INC., a Delaware corporation,
as its attorney-in-fact

By: _____

Name: Glenn W. Conway

Title: Vice President

Date: 5/8/01

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Before me, Ashley M. Cox the undersigned, a Notary Public for the State, personally appeared GLENN W. CONWAY, who is the Vice President - Asset Management of **TOWER ASSET SUB, INC.**, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 8 day of May, 2001.

Signature _____

NOTARY SEAL

My commission expires: 11-8-2005

EXHIBIT "B" (REVISED)
Description of Premises

Exhibit Page 1 of 3

to the Agreement dated January 28, 1999, by and between Highland Water Company, a Utah non-profit organization, as Lessor and Tower Asset Sub, Inc., a Delaware corporation, successor-in-interest to Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee

An approximate 2100 square foot portion of land plus easements for access utilities as shown on attached drawing and on the attached Site Sketch. Exact legal description and location to be determined by survey.

SEE ATTACHED.

Lessor Initials: _____

Lessee Initials: _____

Notes:

1. This Exhibit, including Site Sketch, may be replaced by a land survey of the Premises once received by Lessee.
2. The locations of the fence line, tower base, or other improvements are illustrative only.

Tower Asset Sub, Inc.

Site No. UT-0010
Site Name: Highland

EXHIBIT B (REVISED)

PROPOSED NEXTEL LEASE SITE DESCRIPTION:

BEGINNING AT A POINT NORTH 89°49'50" EAST ALONG SECTION LINE 293.24 FEET AND SOUTH 1651.80 FEET FROM THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE SOUTH 16°37'00" EAST 70.83 FEET; THENCE SOUTH 73°23'00" WEST 34.15 FEET; THENCE NORTH 16°37'00" WEST 50.00 FEET; THENCE NORTH 42°00'00" EAST 40.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINS: 0.047 ACRES (AS DESCRIBED)

Utility & Access Easement

A 12 FOOT WIDE EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AND UTILITIES BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE

BEGINNING AT A POINT NORTH 89°49'50" EAST ALONG SECTION LINE 293.24 FEET AND SOUTH 1651.80 FEET AND SOUTH 16°37'00" EAST 6.00 FEET FROM THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 73°22'55" EAST 9.30 FEET; THENCE NORTH 17°53'52" WEST 161.47 FEET; THENCE NORTH 128.05 FEET MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF 11000 NORTH STREET AND TERMINATING.

CONTAINS: 0.084 ACRES (AS DESCRIBED)





August 3, 2020

Highland City
Attn: Nathan Crane
E. ncrane@highlandcity.org

Re: Site #310268 – Highland UT 6
Final Ground Lease Expiration: 8/31/2029
Offers to Extend or Buyout Ground Lease Agreement

Dear Nathan,

Consistent with our conversation regarding American Tower's above-referenced managed telecommunications facility, below please see the following offers for your review and consideration:

Option 1 – Perpetual Easement Option

- Perpetual easement of the **existing** premises and a non-exclusive access and utility easement to the site.
- A one-time, lump sum payment of **\$235,000** upon full-execution of documentation memorializing such terms.

Option 2 – Ground Lease Agreement Extension

- Six (6) additional five (5) year terms, effective at the expiration of the ground lease
- Immediate **increase** in rent to **\$925** per month with a **4%** annual escalator
- Current revenue share to remain in full force and effect
- One Time Payment of **\$15,000** effective after mutual execution of new lease agreement

Option 3 – Ground Lease Agreement Extension

- Six (6) additional five (5) year terms, effective at the expiration of the ground lease
- Rental Payments, revenue share and escalation will remain in full force and effect through the extended terms
- One Time Payment of **\$75,000** effective after mutual execution of new lease agreement



Additional Contingencies of these Offers:

Please note, unless otherwise agreed by the parties, all offers listed hereon will expire within 30 days of August 3, 2020. Furthermore, all offers are contingent upon American Tower's confirmation, review and approval, to its sole satisfaction of; 1) a title report and if necessary, a land survey of the property; 2) financial approval by the American Tower Finance Team; and 3) final approval and authorization by American Tower's Executive Team.

If any of the above-listed offers are acceptable please notify me in a timely manner via phone or e-mail and I will forward the appropriate documents to your attention to facilitate the selected transaction. Finally, please contact me at **(781)-926-4552** with any questions regarding this matter.

Sincerely,

Christina Abbis

Christina Abbis
Land Acquisitions
American Tower Corporation

****Please note, unless otherwise agreed by the parties, all offers listed herein will expire within 30 days of the date of this letter. All offers are good for a limited time and for discussion purposes only. The parties will not be bound in any respect and with regard to any offer until and unless a written agreement is signed by all applicable parties.***



HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #6

DATE: October 20, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: Amendment to the Water Reservation Agreement
Administrative

PURPOSE:

The City Council will consider a request by Perry Homes to modify the Water Reservation Agreement to allow the reservation of water shares prior to final plat approval. The Council will take appropriate action.

BACKGROUND:

Highland City acquired enclosed water shares that were made available as a result of the enclosure of the Murdock Canal. The cost was \$1,965,701. In August of 2016, the City Council approved the “sale” of these shares to property owners within the City to recoup some of the purchase cost of these shares. To date we have sold 70 of the 196 shares. This leaves 126 shares available.

Perry Homes is requesting the ability to reserve the remaining shares and assign them to property for future development. The shares would be allocated to 23 acres of land located in the northwest area of the city. This property has not yet been annexed into the City but is in the City’s Annexation Policy Plan. The current reservation agreement does not allow the reservation until the Final Plat is approved. The intent is to enter into a purchase agreement for the shares by November 30, 2020. The City cannot transfer ownership of the water to a private entity. Rather it will be assigned to the property under Perry’s name for future development.

In reviewing the available for development, this represents one of the last remaining large parcels of land where this water could be utilized. The water has already been acquired for existing development.

FISCAL IMPACT:

This action would result in \$882,000 of revenue to offset the purchase price of the water.

RECOMMENDATION:

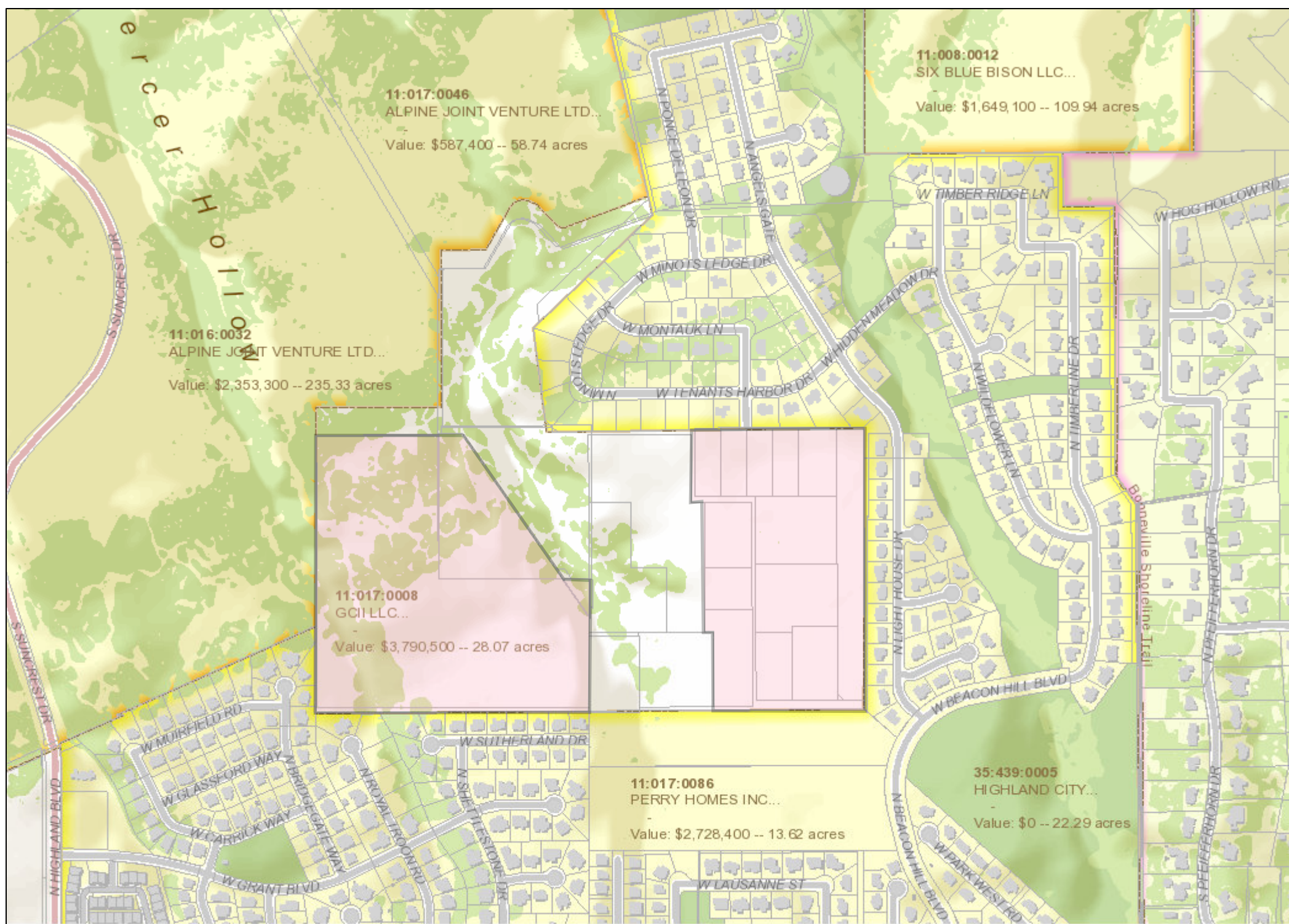
Staff recommends the Council approve the change.

PROPOSED MOTION:

I move that the City Council approve the request to modify the Water Reservation Agreement.

ATTACHMENTS:

1. Vicinity Map
2. Letter from Perry Homes Dated October 15, 2020





October 15, 2020

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

RE: Purchase of 126 Water Shares banked with Highland City

Dear Nathan,

Perry Homes Utah, Inc. ("Perry Homes") desires to purchase 126 acre-feet of Contained Water Shares ("Water Shares") currently banked with Highland City for \$7,000 per acre-foot, or \$882,000.00 total. Perry Homes desires to enter into an agreement with Highland City to purchase the Water Shares by November 30, 2020.

The Water Shares would be allocated for use on approximately 23.04 acres of property currently owned by Perry Land Investments, LLC ("Perry") including parcel #'s 11:017:0018 through 11:017:0022, 11:017:0029 – 11:017:0031, 11:017:0033, 11:017:0138, 11:017:0047, 11:017:0057, and 11:017:0058, as well as for use on an additional 36.2 acres of property under contract by Perry including parcel #'s 11:017:0008, 11:017:0025, 11:017:0140 and 11:017:0141. Perry Homes desires to make this purchase in order to secure sufficient water required to develop the aforementioned properties in the future.

Perry Homes hereby requests that Paragraph 1 of the Highland Water Share Reservation Agreement (attached) be modified for the purchase contemplated herein to delete the second sentence which states, "Water Shares cannot be reserved until after Final Plat approval by the City Council."

Sincerely,

Dan Reeve
Vice President of Land

dr
enclosures

HIGHLAND WATER SHARE RESERVATION AGREEMENT

This Agreement is made between and entered into by the following Parties:

Highland City ("City") _____ ("Purchaser")

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

WHEREAS, City owns and maintains certain Contained Water Shares ("Water Shares"); and

WHEREAS, Purchaser desires to acquire from City Water Shares for cash in lieu of dedication; and

WHEREAS, Purchaser intends to buy the Water Shares at a future date and desires to reserve a certain number of Water Shares until that time;

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

TERMS

1. NUMBER OF WATER SHARES. The parties agree that _____ Water Shares shall be reserved for Purchaser. ~~Water Shares cannot be reserved until after Final Plat approval by the City Council.~~
2. PURCHASE PRICE. The cost of the Water Shares shall be determined by market bids averaging the quoted price of three separate independent water brokers ("Purchase Price"). However, the Purchase Price per share will not be less than \$7,000.00. The Purchase Price is determined at the time of actual purchase, not at the time of reservation.
3. RESERVATION TERM. The Water Shares shall be reserved for a period of two (2) years ("TERM"). The Term begins on _____.
4. RESERVATION FEE. Purchaser shall pay City a reservation fee in the amount of \$1,000.00 ("Fee"). The Fee is non-refundable and does not give credit towards the Purchase Price.

5. RENEWAL OF RESERVATION TERM. Purchaser may renew its reservation of Water Shares for an additional two-year Term if it provides the City written notice 30 days before the expiration of the Term accompanied by a new Fee in the amount of \$500.00 ("Renewal Fee"). The Fee is non-refundable and does not give credit towards the Purchase Price.
6. CANCELTATION. If Purchaser does not purchase Water Shares as intended under this Agreement, Purchaser shall pay City a Cancellation Fee in the amount of one-half of the Reservation Fee.
7. TERMINATION. This Agreement shall automatically terminate at the end of Term unless renewed pursuant to the terms herein. If Agreement terminates without Purchaser acquiring Water Shares, then Purchaser shall pay Cancellation Fee.
8. WARRANTIES. The City warrants that it owns the number of Water Shares that Purchaser has reserved. Purchaser
9. 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.
10. INTERPRETATION AND ENFORCEMENT. The laws of the State of Utah shall govern the validity, construction, performance and enforcement of this Lease.

HIGHLAND CITY:

Attest:

MAYOR ROD MANN
DATE:

CITY RECORDER

PURCHASER

DATE:

BY:



HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #7

DATE: October 20, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: Joint Public/Private Partnership – Improvement and Maintenance of the Mitchell Hollow Baseball Field
Administrative

PURPOSE:

The City Council will consider a request for a public/private partnership regarding the improvement and maintenance of the Mitchell Hollow Baseball Field. The Council will take appropriate action.

BACKGROUND:

The Mitchell Hollow Baseball Field is a grass field located within Mitchell Hollow Park. While the field is reserved each year by Lone Peak Baseball, it is not used regularly for practice or games. At times it is used by individuals. Part of the reason it is not used is the infield is grass and not dirt.

In September a council member was approached from a resident regarding the lack of maintenance and use on the field.

Currently the City has an open agreement with Lone Peak Baseball for use of the baseball field at Heritage Park. The league assisted in converting the infield from grass to dirt. In exchange they receive priority use for the field.

Mr. Chad Christofferson, approached staff with an offer similar to Lone Peak Baseball. He would like to convert the infield at Mitchell Hollow from grass to artificial turf. The estimated cost is \$80,000 to \$100,000. In exchange, he would like priority use of the field for up to 50% of the time. Most of his use is expected to be outside of the evening hours due to his schedule. The outline of the proposal is as follows:

<i>Mr. Christofferson</i>	<i>City</i>
Covert infield to turf (\$80,000 to \$100,000)	Secure the field. Extend the existing chain link fence (about 292' of fencing needed). Gates and other minor adjust repairs needed.
Maintain turf infield	Use by reservation only. Would be open to anyone who reserves the field and pays the fee. Priority use for Mr. Christofferson to use field for practice and games.
Use not more than 50%	Charge for and take reservations
Tax benefit for this calendar year	

In order to meet the requirements for the tax benefit, construction needs to be completed this year.

FISCAL IMPACT:

Unknown at this time.

RECOMMENDATION:

Staff recommends Council discuss the proposal.

ATTACHMENTS:

None

**HIGHLAND CITY**

CITY COUNCIL AGENDA REPORT ITEM #9

DATE: October 20, 2020
TO: Honorable Mayor and Members of the City Council
FROM: Donna Cardon, Library Director
SUBJECT: Library Program Space Feasibility Study

PURPOSE:

City Council will consider the Library's request to commission a feasibility study for a new Library Program Space.

BACKGROUND:

In the proposed Library Strategic Plan, the Library is proposing that the first steps be taken to investigate constructing a new Library Programming Space. In the Strategic Plan as initially submitted to the Council for review, it is proposed that the Library Foundation would do a community assessment concerning the project in Spring of 2021. Since that time, the Library Director has become aware of an opportunity to have a feasibility study done by the architectural firm, CSRA, at a significantly reduced rate if the study can be initiated by the fourth quarter of this year. The company has received stimulus money because of the COVID-19 epidemic to support these kinds of projects, but it must be spent by the end of the year.

The cost of feasibility study of this nature would usually cost around \$30,000-\$40,000. It is anticipated that the cost would be after the discount, between \$3,000-\$5,000. The Library Foundation met on October 13th and approved using Foundation funds to pay for the study.

The study would focus on the property east of City Hall building. The goal of the study would be to obtain community feedback regarding library needs, establish an appropriate building size, confirm whether the land is a suitable location, establish potential project partners, and establish a total project cost.

FISCAL IMPACT:

The feasibility study would be funded by the Highland City Library Foundation. It is anticipated that by initiating the study earlier than anticipated, the Foundation would save between \$27,000-\$35,000 dollars.

RECOMMENDATION:

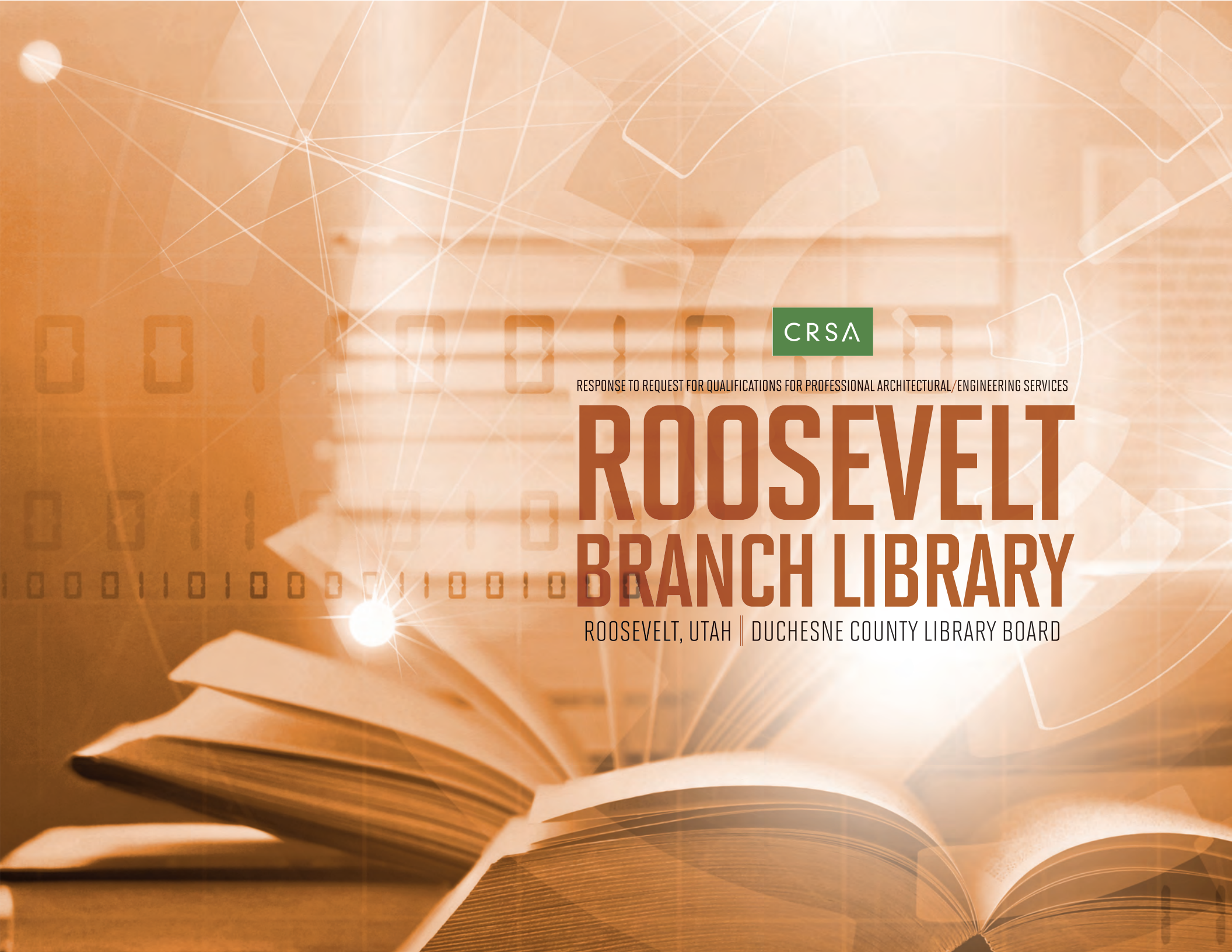
The Council approve the commissioning of a feasibility study for a Library Program building east of City Hall.

PROPOSED MOTION:

I move that City Council approve the commission of a feasibility study by the Highland City Library Foundation for a new Library Program Space on the property east of City Hall.

ATTACHMENTS:

1. Sample CRSA Architectural Proposal



CRSA

RESPONSE TO REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

ROOSEVELT BRANCH LIBRARY

ROOSEVELT, UTAH || DUCHESNE COUNTY LIBRARY BOARD



CRSA

ARCHITECTURE
PLANNING
INTERIORS

649 E SOUTH TEMPLE
SALT LAKE CITY, UT 84102
801.355.5915
www.crsa-us.com

Re:
Duchesne
County
Library
Board
Roosevelt
Library

21 JULY 2020

Daniel Mauchley
Duchesne County Library Director
130 South Center Street
PO Box 169
Duchesne, Utah 84021

Re: New Roosevelt Library

Dear Duchesne County Library Board,

At CRSA, we make it our business to understand the character of communities and how to creatively design facilities that fit seamlessly into your local region.

A library represents the value that community puts on the free exchange of ideas and information. It speaks to having a safe place to not just read and research, but also to assemble, perform, and create experiences. And, because it is a facility that is funded by taxpayers' dollars, it must be efficient, easy to maintain, and flexible enough to endure the evolution of technology and programming.

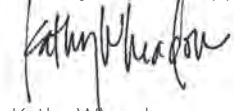
Duchesne County has worked tirelessly for years to plan, save, select a site, and build a vision. You have built a formidable team and supported a creative, engaged, and lively community. Now it is time to design a library that will match your community's tenacity, pragmatism, and enthusiasm. You need a partner you can trust and who will be an advocate, advisor, and friend. We are impressed by your investment to your new library, and we are committed to bringing value to our collaboration.

Our skill set is particularly well-suited to meet this challenge as well as the other critical goals established by the Duchesne County Library System:

- Our firm has a 40+ year history of designing new buildings that sit comfortably in rural settings.
- We understand the significance of your community's investment and will make every dollar count.
- We have over 20 libraries in our portfolio. We recently completed work in Duchesne County, and have active projects in North Logan and Santaquin to designing libraries/community centers that are appropriate for their citizens.

Most importantly, this architectural team wants to make a difference in your community. We believe we can do that best when we get to provide architectural services for libraries.

Thank you for this opportunity,



Kathy Wheadon
Principal-in-Charge
kathy@crsa-us.com

Firm Information

CRSA is a C Corporation, founded 1975 with 28 licensed Architects, as well as licensed Planners, Landscape Architects, and Interior Designers across 12 states.

Firm Office Locations

175 South Main, Suite 300
Salt Lake City UT 84111
Phone: (801) 355-5915
Fax: (801) 355-5915

720 South River Rd. Suite D2100B
St. George UT 84790
Phone: (435) 673-7362

Firm Composition (ave. last five years)

26	Licensed Architects
2	Licensed Landscape Architects
12	Project Managers
3	Certified Planners
5	Interior Designers
12	CADD Technicians
6	Administrative Office Staff
3	Graphic Designers Modelers

69 Total Employees



Leadership in Energy and Environmental Design (LEED).
Accredited Professionals
and Green Associates: 9 and
LEED Certified Projects: 19

WE CREATE EXPERIENCES, NOT OBJECTS

Our team of architects and integrated design disciplines approaches every new project with this core value in mind, designing through the lens of the user to create immersive and engaging experiences. We view architecture as a reflection of the needs and goals of each client – a vehicle to amplify the mission and values of organizations and communities. We devote our energy to the design of spaces with the greatest impact in people's daily lives – where they live, work and learn. Our integrated practice incorporates a broad spectrum of public and private work, and reflects a deep commitment to our clients and communities.



SPRINGVILLE LIBRARY | CRSA

C O N T E N T S

01 PROJECT TEAM & AVAILABILITY

02 PROJECT APPROACH

03 RELEVANT EXPERIENCE

04 REFERENCES



SOUTH JORDAN LIBRARY | CRSA

PROJECT TEAM 01

ROOSEVELT LIBRARY PROPOSAL



CRSA



PHILOSOPHY

CRSA's Mission: **ENRICHING LIVES AND CREATING COMMUNITY THROUGH EXCELLENCE IN PLANNING & DESIGN.**

At CRSA we scrutinize every new project through this lens. We make a difference in our communities and in the organizations we serve. Given our philosophy and our rich portfolio of library projects, we are adept at helping clients make smart design choices. We pride ourselves on our ability to make the most of available resources by utilizing budgets where they are most needed to serve an evolving population while reimagining buildings to be both aesthetically and pragmatically responsible.

Library environments for diverse communities grow from a design philosophy with a function-first approach. This begins with your library management goals, your service approach, and with how your patrons become engaged in the library. This leads to the design of the library elements, support and office environments, community support rooms and online services - all of which keep patrons coming back for more.

We understand community library buildings and the organizational, outreach, management, and leadership challenges facing our clients. We accommodate your busy staff and administrators, as well as involved citizens, in a collaborative planning and design process. Whether we are meeting one-on-one or as a group, we capitalize on a collectively-crafted vision statement and priorities matrix to remind us of your values and goals as we work to explore your project's priorities, needs, and physical demands as well as your unique community's culture.

This approach integrates the building within the context of the site and surrounding community, and brings to the table our experienced library and urban design team for an integrated project experience.

PAST EXPERIENCE

As you will see by this proposal, CRSA has completed scores of community and academic libraries. More importantly, CRSA has played an active role in designing libraries that have furthered the evolution of the public library, from a collection of books to community centers with a full array of information resources. We are eager to adapt our experiences to developing a community-centric library for Duchesne County in Roosevelt. We understand how to thoughtfully integrate technology, meeting space, maker space, and circulation to inspire collaboration, community spirit, formal meetings and chance gatherings, individual research and group study, and the occasional fabulous invention.

Our experience has taught us that in a full-service community library, the demands on planning and designing an adaptable environments can be challenging. Your patrons undertake multiple tasks within the span of their visit—research, play, community building, visioning, relaxation and so much more. To be truly effective, the Roosevelt Library must

be a set of highly adaptable spaces allowing multiple functions to unite library use with a set of diverse services.

MAXIMIZING CUSTOMER EXPERIENCE

The transformation of a library from a quiet repository of books to an active, vibrant community hub requires a new approach to space planning and design solutions. Changes in the service model also influence how libraries are staffed and how patrons use them. Library patrons expect staff accessibility and opportunities for instruction and learning. So, libraries today must be designed to accommodate more simplified administrative operations and new staff functions. One of the most important design gestures a library can make is how the customer is greeted by the staff. Lower tables and individual self check-out stations immediately set the tone for a personalized experience, allowing the library to cater to a visitor's specific goals, and allowing staff to better monitor the patron experience.

With a limited staff and a wider range of services, it is more important than ever that workflow and space be designed efficiently and with multi-functionality in mind. A space crafted for story-time in the morning may be an after-school hangout later in the day. A digital lab used as a business incubator during office hours may be a music studio in the evening. Creating opportunities for individual learning and personal choice through visibly defined zones allows a patron to self-direct to the space that caters to their interests and needs. While each visitor's experience will be unique, all patrons will share in enjoying a space that is welcoming and inclusive - a place they call home where they can create, learn, play, and gather.

"CRSA encouraged us to dream big while still remaining grounded in reality. The result is a library that functionally flows and is a beacon for our campus community. Most importantly we felt that the customer was king."

- Michael Freeman
Utah Valley University
Library Director (retired)



We understand that the DCLB has invested countless hours developing the Feasibility Study for the Roosevelt Library. You have made critical decisions about staffing, workflow, the patron experience, and the need to support programming. We respect that work, and while we may challenge it, we do so in the effort to get you everything you have planned for and more. We will delve into how the collection is managed, organized, and shelved. We will collaboratively develop community meeting space that is flexible but also has ample storage. We will work with you to understand patron flow to determine where staff will be most effective in getting their work done while also serving your community. We will strive toward cost-effective building performance with low operating expenses. Most importantly, we will constantly listen to your choices because at the end day, you will own, operate, and love your new Library and we will be library boosters.

ROOSEVELT LIBRARY ORGANIZATION

CRSA
KATHY WHEADON
Principal-in-Charge
Availability: [80%]

LEADERSHIP: Kathy will direct the design team, manage the Executive Committee, and ensure appropriate resources are given to the project. Working closely with Laura and Ken, she will utilize her experience working on over a dozen public libraries to transform concept ideas into functional, cost effective and visionary design. She will lead community outreach and provide quality control, design review, budget adherence, and serve as client contact.

CRSA
LAURA SMITH
Project Manager
Availability: [80%]

LEADERSHIP: Laura will facilitate the process and be the orchestrator that links members of the Roosevelt Library team, from board members, to librarians and engineers. Her primary duties include managing the project schedule, communicating and organizing project information, and design deliverables. She is protective of the DCLB's project goals and priorities, is mindful of functions that need to be performed in the spaces, the exterior expression of the building, and the context in which the library sits.

CRSA
KEN WHEADON
Project Architect
Availability: [80%]

LEADERSHIP: Ken serves as the library designer. He will carefully orchestrate the design process to explore building performance, function, flexibility with an eye on operations and maintenance. He will work closely with the design team to ensure the site is functional and seasonally appropriate, the building cost effective, and the space transformative to library users and staff. He leads the work of our engineering consultants to ensure strict budget and schedule adherence.

CRSA
ELAINE JONES
Interior Designer
Availability: [60%]

LEADERSHIP: Elaine adds a richness to the team by rethinking library environments, from collections management to technology use, to collaborative public meeting space design. She will work hand in hand with Ken and Laura to develop the library design approach.

CRSA
MELISSA FRYER
Landscape Designer
Availability: [60%]

LEADERSHIP: Melissa will develop site planning and building siting in accordance with civic development guidelines. Her work will address site access, vehicle and pedestrian circulation, emergency/fire access, and ADA compliance. Melissa will coordinate site planning with David at Uintah Group.

BHB
CHRIS HOFFEINS
Structural Engineer
Availability: [60%]

LEADERSHIP: Chris is an exceptional project manager and keeps the project on time and on budget. His practice is marked by his attention to detail, production of high quality contract documents, and exceptional client relations.

COLVIN
ROGER HAMLETT
Mechanical Engineer
Availability: [60%]

LEADERSHIP: Roger is seasoned in HVAC design, both in existing and new facilities. His goal is to always design a creative yet simple solution that is extraordinarily efficient and meets all performance, budget, and schedule requirements.

SPECTRUM
CHRIS KOBAYASHI
Electrical Engineer
Availability: [60%]

LEADERSHIP: Chris will manage electrical utilities ranging from site and building lighting, power and data distribution, audio visual technologies, as well as backbone services. He has completed projects requiring intense scheduling, phasing and coordination with owners and end users.

UINTAH GROUP
DAVID WESTON
Civil Engineer/Surveyor
Availability: [30%]

LEADERSHIP: David will take the initial site and geotechnical surveys to craft a plan to creatively address site utilities, site draining and grading, and will coordinate with the landscape architect and architectural team to support a sustainable site with low maintenance and water usage.

GSH
ALAN SPILKER
Geotechnical Engineer
Availability: [30%]

LEADERSHIP: Alan leads the geotechnical team, managing site soils testing, result coordination with the structural engineers and collaboration on how to best establish the most cost effective structural solution for the unique soils conditions.

GRAMOLL
Ken Romney
Constructability / Cost Estimator
Availability: [60%]

LEADERSHIP: Ken will be an integral member of the design team throughout the process, assisting with identifying innovative solutions for structure, building systems, building envelope, prefabrication/modular design and other cost saving approaches. Recent work in the Basin, at UBTech Welding Center and USU Vernal BEERC lend boots on the ground expertise. The Gramoll team will be active in exploring and refining the design and construction methodology.



25 years experience
18 years at CRSA

Kathy Wheadon
LEED® AP
PRINCIPAL IN CHARGE
CRSA

EDUCATION

Master of Architecture, North Carolina State University, 2001
Bachelor of Arts, Architectural Studies, University of Washington, 1989

LICENSES AND REGISTRATIONS

LEED® Accreditation, 2003

PROFESSIONAL AFFILIATIONS

Utah Chapter – American Institute of Architects
Society of College and University Planners (SCUP)
American Library Association (ALA)

Kathy Wheadon leads a team of designers, architects, and urban planners making communities and building we all want to live in. She has focused her career on creating innovative built environments for civic and education clients. Her design leadership is strengthened by her ability as a keen listener and strong verbal and graphic communication skills. She is a skilled facilitator and designer with numerous professional design awards. She is a member of the Lac Courte Oreilles Band of the Lake Superior Chippewa Indians.

RELEVANT PROJECT EXPERIENCE

Magna Library, Salt Lake County
Springville Library
Santaquin Library & Cultural Center
North Logan Community Center and Library
South Jordan Library, Salt Lake County
Snow College, Huntsman Library
Brigham Young University Idaho, David O. McKay Library
Utah Valley University Library & Digital Learning Center
UBTech Welding Center, Roosevelt, UT
USU Roosevelt Student Services Remodel
USU | UBTech Nursing Programs Remodel
Snow College Library/Classroom Building and Plaza
Southern Utah University, College of Education Cedar City, UT



15 years experience
04 years at CRSA

Laura Smith
AIA, LEED® BD+C
PROJECT MANAGER
CRSA

EDUCATION

Master of Architecture, University of Utah, 2009
Bachelor of Arts in Architecture, Clemson University, 2005

LICENSES AND REGISTRATIONS

Architect: Utah, 2015, License # 9605511-0301
LEED AP BD+C, 2013, Credential ID# 10566856

PROFESSIONAL AFFILIATIONS

AIA Utah Executive Committee
Urban Design Utah Committee Co-Chair
Architecture for Public Libraries Committee

Laura Smith is an architect and community leader who brings insight and passion into the way the built-world shapes our communities. She believes that socio-economic and cultural values are an inherent part of the design process and addresses these issues integrally in her work. She specializes in incorporating low-cost energy use reduction strategies into every project and utilizes her expertise to create engaging, inclusive spaces. She is a natural collaborator and works diligently to deliver a project that meets the needs and goals of your community.

RELEVANT PROJECT EXPERIENCE

Glendale Branch Library, SLC, UT, SEED Consultant
Santaquin Library and Cultural Center, Santaquin, UT
North Logan Community Center and Library, North Logan, UT
Hunter Branch Library, West Valley, UT
Weber Co. Library System Lester Park reVIVE Design, Ogden, UT
Davis County Facilities Building, Bountiful, UT
Davis County Women's Shelter, Layton, UT
Franklin Discover Academy, Vineyard, UT
Creative Commons Adaptive Reuse, Granary District, SLC, UT
CIB funding procurement for 21st 21st Master Plan, SLC, UT
CIB funding procuremnt for Community Parklet, SLC, UT
Weber College Gym Food Hall /Co-working Space Ogden, UT
Idaho Falls Parks and Recreation Master Plan



25 years experience
12 years at CRSA

Kenneth Wheadon
AIA, NCARB, LEED® GA
PROJECT ARCHITECT
CRSA

EDUCATION

Master of Architecture, University of Utah, 1990
Bachelor of Arts, Spanish, University of Utah, 1987
Associates in Architectural Technology, Golden West College of California, 1983

LICENSES AND REGISTRATIONS

Architect: Utah 1993 #134943; CO ARC.00404310,
NCARB# 87259, LEED® Green Associate, 2014

ACHIEVEMENTS, AWARDS AND PUBLICATIONS

Achievements, Awards, and Publications
Graduate School of Architecture Design Award, 1989

Ken Wheadon has focused his career on creating innovative built environments for a host of civic, educational and commercial clients. His passion for design runs from the earliest stages of conceptual development through the final days of construction, resulting in work that is both beautifully conceived, and of the highest technical rigor. Ken's design leadership is strengthened by his ability as a patient listener, understanding of cost effective strategies, as well as his strong project management and construction administration skills.

RELEVANT PROJECT EXPERIENCE

North Logan Community Center and Library
Santaquin Library and Cultural Center
Snow College Huntsman Library, Ephraim, UT
Weber State University, Community Outreach Facility
West Jordan Cultural Arts Center
Davis County Senior Center, Clearfield, UT
Davis County Health Department, Clearfield, UT
Magna Senior Center, Magan Ut
UBTech Welding Center, Roosevelt, UT
USU Roosevelt Education Center Remodel
Brigham City Civic and Senior Center Seismic Upgrade
Ammon City, Idaho Pool and Recreation Center
Department of Veteran Affairs, Salt Lake City, UT

David Weston

Civil Engineer | Surveyor, Uintah Group

education

Utah State University, Bachelor of Civil Engineering, 1995

licenses and registrations

Licensed Structural Engineer, Utah

Licensed Professional Engineer, Colorado, Montana, North Dakota, Utah, and Wyoming

relevant project experience

Basin Medical Clinic, Vernal, Utah

XTO Energy Office Complex, Sidney, Montana

XTO Energy Office Complex, Williston, Montana

Plains LPG Railcar Mover Garage Building, Ridgeland, Montana

Stubbs & Stubbs Office and Shop, Uintah County, Utah

Uintah Basin Urgent Care Medical Clinic, Vernal, Utah

Sundance RV Sales and Service Building, Vernal, Utah

Maverick Coil Tubing Office and Shop Building, Naples Utah

Adler Hot Oil Office and Shop Building, Uintah County, Utah

Lone Wolf Wireline Office and Shop Building, Vernal, Utah

Brookstone Building Office Suites, Vernal, Utah

Uintah County Mosquito Abatement District Office, Naples, Utah

Utah State University BEERC Building, Vernal, Utah

Alan Spiker

Geotechnical Engineer, GSH

education

Utah State University, Master of Science - Civil and Environmental, 1997

licenses and registrations

Professional Engineer, State of Utah

relevant project experience

SLC Marmalade Library

SLCo Daybreak Library

SLCC South Campus

U of U Arts and Education Building

U of U School of Business Ph I & II

U of U Utah Science Technology and Research Initiative

U of U Data Center

U of U Dee Glen Smith Athletic Center

USU Moab Campus

Davis Applied Technology Campus

Mountain Lands Applied Technology College

Eccles Primary Children's Outpatient Services Building

Utah State Capitol Building Seismic Renovation

VA Hospital Campus Building and Parking Structure

Roger Hamlet

Mechanical Engineer | Colvin

education

University of Colorado, Bachelor of Science, Mechanical Engineering, 1991

licenses and registrations

UT Licensed Mechanical Engineer, 2005

LEED Accredited Professional, 2004

relevant project experience

Magna Public Library, Magna, UT

South Jordan Public Library, South Jordan, UT

Salt Lake City Library Main Branch, Salt Lake City, UT

Utah State University, Merrill Cazier Library

Utah Valley University, Clarke Classroom Building

Utah Valley University, Lower Plan

USURF Space Dynamics Lab SAI&T, Logan, UT

Dixie State University, Science, Engineering, & Technology

Building, St. George, UT

Utah Valley University, Pope Science Building Greenhouse

Adobe Headquarters Utah, Lehi, UT

State Capitol Office Building, Salt Lake City, UT

Weber State University, Dee Event Center, Ogden, UT

Chris Hofheins, SE, MBA

Principal Structural Engineer | BHB

education

Brigham Young University, Highest Honors, MBA, 2003

University of Utah, M.S. Structural Engineering, 1999

B.S. Civil Engineering, 1997

licenses and registrations

Registered Structural Engineer (SE) Professional Engineer (PE)

relevant project experience

Beaver Library Upgrade, Beaver, UT

Davis County Library /Admin. Building, Farmington, UT

Davis County Syracuse Library Addition, Syracuse, UT

Grantsville Library, Grantsville, UT

Homedale Library, Homedale, ID

Salt Lake City Foothill Library, Salt Lake City, UT

Salt Lake Co. Libraries Assessment Studies, SLC, UT

Spanish Fork Library/Admin. Building, Spanish Fork, UT

Springville Library, Springville, UT

Uinta County Lyman Library, Lyman, WY

Utah State Library for the Blind and Disabled, SLC, UT

Wasatch County Library Addition, Heber, UT

Washington County Library, Washington, UT

Ken Romney

Constructibility / Cost Estimator | Gramoll

education

Utah State University, BA Civil Engineering, 1990

licenses and registrations

Licensed Professional Engineer, Utah

relevant project experience

USU Bingham Entrepreneurship & Energy Research Center, Vernal

Davis Technical College, Barlow Manufacturing Technology Bldg

University of Utah, Lassonde, Studios Student Housing

University of Utah, Honors Residential Scholars Community

University of Utah, Carolyn Tanner Irish Humanities Building

University of Utah, Sutton Geology & Geophysics Building

University of Utah, Red Butte Garden Horticulture Administration and Maintenance Building, Phase 1

University of Utah, Biopolymers Research Building Remodel

Utah State University, Tooele Science & Technology Building

Utah State University, Blanding Residence Hall

Utah State University, USTAR Building

Weber State University, Lampros Hall Renovation

Ogden/Weber ATC, Maintenance Facility

Ogden/Weber ATC , BDO Satellite Facility

Chris Kobayashi

Electrical Engineer | Spectrum

education

University of Utah, BS, Electrical Engineering, Honors, 2007

licenses and registrations

Registered Professional Engineer: UT #5497590-2202

Registered Professional Engineer: CA #19730

LEED Accredited Professional

relevant project experience

Salt Lake County Hunter Library Remodel, West Valley City, UT

Uintah County Library Community Center, Vernal, UT

University of Utah Marriott Library

University of Utah Marriott Library Lighting Upgrade Study

University of Utah DGH Music Library Remodel

Utah State University Eastern Library Remodel, Price, UT

Utah State University Merrill-Cazier Library Testing Center

Remodel and Lighting Controls Upgrade

USU Aggies Student Recreation Center

USU Athletic Competition & Basketball Training Facility

USU Bingham Entrepreneurship & Energy Research Center, Vernal

USU Price Student Center Remodel

USU Classroom Instructional Building

PROJECT APPROACH 02

ROOSEVELT LIBRARY PROPOSAL



GLENDALÉ LIBRARY PROGRAMMING | CRSA

CRSA

02 PROJECT APPROACH

ROOSEVELT LIBRARY

CIB FUNDING EXPERIENCE

Assisting municipalities with preparing and award of grants/loans from the Community Impact Board (CIB) does not have to be complex. CRSA has worked with our clients on these successfully funded projects: Milford Library, Garfield County Courthouse, Kane County Water Conservancy Building, Moab Civic Center and Recreation Buildings. Our work includes assistance in completing application materials, creating a schematic design package for inclusion, providing the project budget, and attending any meetings necessary to answer CIB questions.

BUILDING PERFORMANCE

While first cost, that of building and site construction are key, there is no library system with an unlimited operations and maintenance budget (O&M). Thus it is key for the CRSA design team to deliver a facility that is neither ostentatious, difficult or costly to manage over the library's lifespan. **By placing a focus on both first cost and long-term cost we will protect the County from unnecessary expenses down the road.**

ABILITY TO PERFORM SERVICES

With the understanding that the new Roosevelt Library is a unique opportunity to develop a community center, it must deliver to Duchesne County in a thoughtful manner. The CRSA team has developed a seven month design schedule that gives the Project Development Team (Library Board, stakeholders, A/E team, cost estimators, etc.) time to develop a solution unique to Roosevelt.

Managing The Workload

Every project is unique. Delivery of construction documents that meet client expectations and budget require a customized plan that carefully balances priorities, builds consensus, and dedicates time together to make well-informed decisions. The CRSA team of architects and engineers have each committed to the focused attention and time necessary deliver your exciting new library. We have the availability, savvy personnel, seasoned library design expertise, and state-of the art equipment and facilities to support your work. To meet project deadlines, including design approval in September and CIB submittal on October 1, as well as have time for collaborative dialog, critique, and project refinement, we will meet with you bi-weekly in Roosevelt and on the intervening weeks with our engineers and constructibility/cost management team. Our design team has twenty years of experience designing libraries. We are confident that we can not only deliver work on time and on budget, but that we will all have fun creating a unique library for Duchesne County.

Effective Budget & Schedule Management

The CRSA design team brings well-researched options throughout the design and construction process, with **a particular eye toward keeping the schedule, budget, and scope in alignment.** The most exciting part of the design process is to maintain the balance between these criteria. While budgets are typically firmly fixed, schedules tend to be more malleable, and thus the most flexible part of any program is frequently the scope—the features and components that make up the finished building.

CRSA's design process closely coordinates development of the project scope to the available budget and anticipated schedule. Any tendency towards "scope creep" will be clearly identified to the Duchesne County Library Board, and the impact of this made absolutely clear. Each iteration of the design will define the impact of scope decisions on the budget, and the project team will adjust the program and/or design as required to meet project requirements.

As a result of this collaborative process, all stakeholders will understand the preliminary scope of work. The budget will be shared with the project team for review. Keeping them both within the pre-established limits is an ongoing balancing act that requires the following measures to monitor and control:

- Work closely with Gramoll Construction's Cost Estimating team to review the design, who in turn provides **creative feedback on constructibility, materiality and cost.**
- By understanding the Library Board's priorities the design team can **balance scope and nimbly address budget alignment.**
- **Cost estimates will be provided near the end of each phase.** If at any time the estimate exceeds the allowable budget, CRSA will work closely with library leadership to bring the project into budget.
- **CRSA, along with its consultants, will constantly be thinking about value-engineering opportunities.** Based on our experience with systems analysis we will always present the best balance between quality, budget, building performance and functionality.



PROJECT STRATEGY

CRSA will work closely with the Library Board to establish a clear schedule which will define the week-by-week progress, deliverables, review periods, and meetings. Distributed to all Project Development Team well in advance so all stakeholders come prepared, which makes meeting more effective, decisions more timely, and increases buy-in to the project's success.

1 SCHEMATIC DESIGN

1 August - 30 September
Meetings: Every other week

We front-load the design process with enough time to explore a world of opportunities. By using 3D modeling, we can make smart decisions starting at the first meeting about the myriad of design decisions needed to make a functional and thriving library. We bring ideas, big and small, to challenge expectations and allow you to get the most bang for your buck. Our constructibility/cost estimating team from Gramoll will collaborate with the A/E team. Their experience working in the Basin will help us engage local subcontractors and gauge costs.

By mid-September we will be ready with an approved design approach, hold needed public meetings, and assist with the development of the CIB application and supporting design materials.

2 DESIGN DEVELOPMENT

1 October - 15 December
Meetings: Every other week

Do It Right the First Time . We work to deliver on project goals and priorities established in SD so that you are getting the most bang for your dollar. Through a process that places you within the space - using 3D modeling and visualization - we make informed and insightful decisions, whether it be selecting materials, lighting or delivering on building performance goals. In addition we will continuously refine design to meet the project budget so that you don't have to wait until the project is bid to see reg flags. By seeing issues early and using our creative team to address them together to keep, the project moves along efficiently. At this point our eye is on a springtime ground breaking and project bid.

3 CONSTRUCTION DOCUMENTS

1 January - 15 March
Meetings: 3 meetings

By this stage we have a very clear picture of what makes the Roosevelt library unique, now we must communicate clearly to make final decision, receive necessary approvals and get project documents in the hands of Duchesne County for approval and onto contractors for bidding. We will meet with project leadership every three weeks, and weekly with the design team and an owner's representative to ensure project documents are complete, coordinated and meet the goals established at the start of the project.

4 BIDDING | PERMIT

15 March - 15 April
Meetings: as needed

We are here to support the reviews, approvals, permitting and bidding phase. Our team answers questions and coordinates decisions with the county to select the most qualified contractor for the project.

5 CONSTRUCTION & CLOSEOUT

April 2020 - March 2021
Meetings: Weekly

During this phase our job is to represent the owner's interests and support the efforts of the contracting team. We honor and respect our construction partners, we listen to their ideas, and work together to come to mutually beneficial decisions. We are all in this to craft the best project for DCLB and will commit the time, energy and effort to get the best outcome.

AVAILABILITY

We provide incredible service, grounded in open and honest communications, dedicated planning and reporting, while placing the DCLB at the center of the design effort.

Our team of savvy, creative and dedicated architects, engineers and support staff have committed the time to the Roosevelt project from kickoff to closeout so that we deliver a project that looks, feels and performs as you expect. In addition, we are here for you for the lifespan of the facility - we know there are always questions so call us.





RELEVANT EXPERIENCE 03

ROOSEVELT LIBRARY PROPOSAL



CRSA

03 RELEVANT EXPERIENCE



CRSA

MAGNA LIBRARY

Magna, Utah

CRSA provided architectural programming, design, and construction services for a new County Library in Magna. Designed to enhance the walkable nature of a historic commercial district, the library sits at the street's edge and acts as a beacon for patrons. The facility optimizes the public's ability to access the library's diverse collection as well as the many programs and activities that take place in the library. The interior spaces are designed for maximum flexibility in the future. The library attained LEED® Gold Certification.

CLIENT

Salt Lake County Library Services

CONTACT

John Bergen, Project Manager,
Salt Lake County (801) 468-2573

SCOPE OF SERVICES

Facilities Programming, Site
Development, Architectural
Design, Construction Services,
Interior Design

COMPLETION DATE

2011

CONSTRUCTION COST

\$3,800,000

SQUARE FOOTAGE

20,000 SF




CRSA

SANTAQUIN COMMUNITY CULTURAL CENTER

Santaquin, Utah

Santaquin City's population has grown 400% in the past four years and aging civic buildings are no longer serving the public like they should. CRSA was hired to develop a Community Cultural Center replete with a Public Library, Senior Center and Community Meeting space.

The proposed Community Cultural Center accommodates Senior Citizens Center with an eating and gathering area, commercial grade kitchen, common recreational area, elevated stage, and storage for the American Legion. The library provides space for a growing collection, expanded square footage, enhanced technology area, group study rooms, reading nooks, separate children's and teen educational areas. The Community Education areas include 165-seat divisible auditorium, multi-use classroom space, technology class room, and artistic class room.



CLIENT

Santaquin City

COMPLETION DATE

Estimated Completion 2021

CONTACT

Norm Beagley, City
Engr Santaquin City
(801) 754-1011

SQUARE FOOTAGE

20,000 SF

ESTIMATED COST

\$4,500,000

SCOPE OF SERVICES

Programming, Concept
Design, Bond Election
Materials, Architectural
Design, Site Development,
Interior Design

03 RELEVANT EXPERIENCE



CRSA

MADISON LIBRARY REMODEL AND ADDITION

Rexburg, Idaho

The Madison Library project included the remodeling of 10,000 sq. ft. and a 15,000 sq. ft. addition. The addition includes a children's and teen area, staff processing area, community room, and grand entrance to the building. The remodeled existing library houses an adult reading lounge and the adult collection. The exterior improvements included new metal panels on the existing building and matching brick with metal panels on the addition that unites the facade of the library. Other improvements included an automated book drop and clerestory elements along primary pathways. Site improvements included a fully landscaped site, a new parking area, a drive-thru book drop, and pick-up windows.

CLIENT

Madison Library District

CONTACT

Valerie Vail
Library Director
(208) 356-3461

SCOPE OF SERVICES

Architectural Design and
Construction Services, Interior
& Furnishings Design, Site
Development

COMPLETION DATE

2010

CONSTRUCTION COST

\$3,900,000

SQUARE FOOTAGE

25,000 SF



CRSA

NORTH LOGAN COMMUNITY CENTER

Logan, Utah

North Logan City has partnered with the Cache County Council to develop a cultural arts hub in North Logan, which will consist of a community library and all-ages museum experience. The 23,400 SF facility includes a full-service library, community room to support public meetings, performing arts recitals, story-time activities, and summer campus administration, and a two gallery museum with back-of-house facilities to support museum operations and maintenance. The ten-acre site has been design to support activities for all seasons - from Harvest Days events, winter sledding, spring gardens and arboretum-like walking trails, to summer concerts, outdoor camps, and community events. The site has been designed to be the center of community celebration in North Logan with playgrounds, a concert stage, a sloped seating hill, and destination covered picnic areas.

CLIENT

North Logan City

CONTACT

Alan Luce, City Administrator
(435) 752-1310

SCOPE OF SERVICES

Facilities Programming,
Architectural & Site Design

COMPLETION DATE

2021

COST ESTIMATE

\$12,000,000 (incl \$4m exhibits)



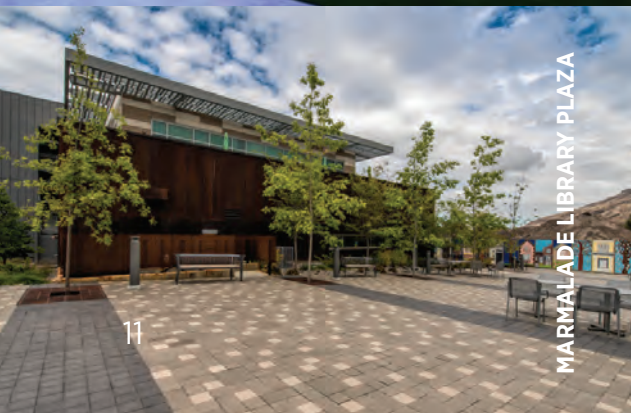
MADISON CO. ID. LIBRARY



MAGNA LIBRARY



WASATCH CO. LIBRARY ADDITION



MARMALADE LIBRARY PLAZA

SELECTED TEAM EXPERIENCE

- Centerville Library
- Central Branch Library Addition and Remodel
- Springville City Library – Lincoln School Renovation
- Coalville Branch Library – Coalville Hospital Renovation
- Columbus Library, South Salt Lake
- Glendale Library Programming & Community Engagement
- Grantsville Library – Historic Building Renovation Design
- Hurricane Library Expansion and Remodel
- Kaysville Branch Library Evaluation and Remodel
- Magna Library, Salt Lake County, LEED Gold
- Milford Library Remodel and Addition, Milford, UT
- Park City Miners' Hospital Feasibility Study & Renovation
- New Harmony Library, Washington County
- Park City Library and Education Center
- Salt Lake Co. Library Services Needs Assessment Study
- Salt Lake County Branch Library at South Salt Lake Community Center
- Santa Clara Library, Washington County
- Santaquin Library and Community Center
- Snow College Library, Ephriam, LEED Gold
- South Jordan Library, Salt Lake County, LEED Certified
- Springdale Library and Canyon Community Center
- Springville City Library
- St. George Main Branch Library
- Syracuse Library, Syracuse, UT
- Tremonton Library Remodel
- Utah Valley University Library & Digital Learning Center
- Wasatch County Library Addition, Heber City
- Washington City Branch Library
- West Valley Library Remodel
- Brigham Young University–Idaho David O. McKay Library,
- Jerome Library Remodel and Addition, Jerome, ID
- Madison Library Remodel and Addition, Rexburg, ID
- North Bingham County Library Pre-Design | Bond Election
- Soda Springs Library Remodel and Addition
- Twin Falls Library Feasibility Study and Remodel



MAGNA LIBRARY



INTERACTIVE MAKER SPACE



SOUTH JORDAN LIBRARY



SPRINGVILLE LIBRARY

REFERENCES 04

ROOSEVELT LIBRARY PROPOSAL



MADISON COUNTY IDAHO LIBRARY | CRSA

CRSA

05 PROJECT REFERENCES

ROOSEVELT LIBRARY

SNOW COLLEGE LIBRARY



"We love the new library! A great deal of credit belongs to your transformation of our vision into reality. The building turned out better than I could have dreamed."

Jon Ostler
Director of Libraries
150 E. College Avenue, Ephraim, UT 84627
435-283-7362
Jon.Ostler@snow.edu

SANTAQUIN LIBRARY



"We only gave you an impossible task – everything went great!"

Norm Beagley
Santaquin City Engineer
275 West Main Street, Santaquin, UT 84655
801-754-3211 Ext .225
nbeagley@santaquin.org

UTAH VALLEY UNIVERSITY LIBRARY



"CRSA has been our outstanding architectural partner. We never hesitate to ask for their help with programming and design of our new spaces. They are thorough, budget contentious, and very quick in meeting our needs. You will not regret hiring CRSA for your new library project."

Frank Young
Associate Vice President, Facilities and Planning, UVU
800 West University Parkway, Orem, UT 84058
801-863-7202
frank.young@uvu.edu

"Great job! I locked myself in my office and read it cover to cover Friday. You've captured everything we envisioned for our new library, and then some! Also, thanks for your patience in working with us over the past months. I know I've learned a lot from you all."

Kim Rollins, Assistant Library Director, Utah Valley University

"Many thanks to the whole team. It was a privilege to be a part of this incredible achievement. So many hours, and seemingly blood, sweat, and tears.... I'd work with any of you again in a heartbeat."

Colleen Rush, CEO, USU Swaner EcoCenter

"CRSA has built a strong reputation for being hard working, creative, innovative, and service oriented. They bring great energy and thoughtfulness to each project, with a fresh perspective for each project based on unique considerations and parameters."

Jordy Guth, Architect and Planner, Utah State University

"I can honestly say CRSA delivered a far superior programming process and final document than any other we have seen. Indeed, several others of the University's administrators have made similar comments."

Jedd A. Walker, Campus Architect, Brigham Young University Idaho

"CRSA implemented a very inclusive programming process that involved not only multiple decision makers, but also a diverse set of users who had critical insight into how the building would need to operate and function well into the future. They served as our advocates and advisors as we made critical decisions about how the building would support our evolving pedagogy, research and teaching. The result of this very detailed methodology is a program and building design that was not only budget and schedule minded, but also forward thinking and inventive."

Noelle E. Cockett, President
Utah State University



RESPONSE TO REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

ROOSEVELT BRANCH LIBRARY

ROOSEVELT, UTAH | DUCHESNE COUNTY LIBRARY BOARD



CRSA

ROOSEVELT BRANCH LIBRARY

ROOSEVELT, UTAH | DUCHESNE COUNTY LIBRARY BOARD

