



HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, October 5, 2021

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

VIRTUAL PARTICIPATION



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



Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order – Mayor Rod Mann

Invocation – Mayor Rod Mann

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. Bird Scooters – Mike Butler

Mike Butler from Bird Scooters will present a proposal to furnish scooters for use within Highland City.

b. Annual Library Report – Library Director Donna Cardon

Library Director Donna Cardon will present to the City Council the Annual Library Report.

3. PLAT AMENDMENT: PHEASANT HOLLOW PLAT C *Administrative*

The City Council will consider a request by Highland City to amend the Pheasant Hollow Plat A subdivision to adjust the property lines of lots 9 and 10 to create one lot and two parcels. The City Council will take appropriate action.

4. A TRI-PARTY AGREEMENT BETWEEN HIGHLAND CITY, LEHI CITY, AND DR HORTON INC. *Administrative*

The City Council will consider a request for approval of a tri-party agreement between Lehi City, Highland City, and D.R. Horton for the development of property currently located in Utah County. The City Council will take appropriate action.

5. OPEN SPACE PURCHASE AGREEMENTS *Legislative*

The City Council will consider a purchase contract template for the open space purchases approved by the Council on June 15th, 2021. The Council will take appropriate action.

6. MOUNTAIN RIDGE PARK *Administrative*

The City Council will consider the process for the future construction of Mountain Ridge Park. The City Council will take appropriate action.

7. DISCUSSION: MITCHELL HOLLOW PARK AND HERITAGE PARK BASEBALL FIELD PARTNERSHIP *Administrative*

The City Council will review the Mitchell Hollow Park Baseball Field Partnership with a possible expansion to include improvements to the baseball field at Heritage Park. This item is being presented for information and direction only.

8. DISCUSSION: ETHICAL BEHAVIOR STATEMENT *Administrative*

The Council will discuss implementation of an ethical behavior statement as recommended by the State Auditor's Fraud Risk Assessment. This item is being presented for discussion only to fulfill requirements of the State Auditor's Office, formal action will not be taken.

9. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

The City Council may discuss and receive updates on City events, projects, and issues from the Mayor, City Council members, and city staff. Topics discussed will be informational only. No final action will be taken on communication items.

a. Staff Project List – *City Administrator/Community Development Director Nathan Crane***b. Future Meetings**

- October 19, City Council Meeting, 7:00 pm, City Hall
- October 20, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
- October 26, Planning Commission Meeting, 7:00 pm, City Hall
- November 9, City Council Meeting, 7:00 pm, City Hall
- November 10, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
- November 16, Planning Commission Meeting, 7:00 pm, City Hall

10. CLOSED SESSION

The City Council may recess to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205.

ADJOURNMENT

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

ELECTRONIC PARTICIPATION

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

CERTIFICATE OF POSTING

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

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

Posted and dated this agenda on the 30th day of September 2021.

Stephanie Cottle, City Recorder

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



CITY COUNCIL AGENDA REPORT

ITEM #3

DATE: October 5, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner & GIS Analyst
SUBJECT: PLAT AMENDMENT: Pheasant Hollow Plat C *Administrative*

PURPOSE:

The City Council will consider a request by Highland City to amend the Pheasant Hollow Plat A subdivision to adjust the property lines of lots 9 and 10 to create one lot and two parcels. The City Council will take appropriate action.

BACKGROUND:

On September 21st, 2021, the City Council approved a resolution to declare 31,226 square feet of property surplus in the Pheasant Hollow subdivision that was not needed for right-of-way for Canal Boulevard. This plat amendment request adjusts the property lines of the lots associated with this property surplus.

The public hearing associated with the disposal of property will be held at the City Council meeting on October 19th.

Plat Amendments are an *administrative* process.

SUMMARY OF THE REQUEST:

1. The request is for approval of a plat amendment to the Pheasant Hollow subdivision to adjust the property lines of lots 9 and 10 to create one (1) lot that is 31,226 square feet.
2. Parcel A is 23,369 square feet and is to remain Highland City property as a detention basin (non-buildable parcel). The detention basin is part of the infrastructure of Canal Boulevard.
3. Parcel B is 3,123 square feet and is to remain Highland City property to protect the American Fork River (non-buildable parcel).
4. 39,311 square feet is being formally dedicated as public right of way for Canal Boulevard.

5. It is being proposed that Lot 1 will be included back into the HOA with full rights and will adhere to all the Association's bylaws, declarations, covenants, conditions, and restrictions thereof.
6. Parcels A and B and the public right of way are not part of the HOA, nor subject to any bylaws, declarations, covenants, conditions, or restrictions.

CITIZEN PARTICIPATION:

Notice of this request was mailed to all property owners within 500 feet on September 23, 2021.

The City Engineer has been working with the Pheasant Hollow HOA President. The Pheasant Hollow HOA Board has approved the plat. The HOA President's signature will be included on the recorded plat.

PLANNING COMMISSION ACTION:

The Planning Commission does not review final plat amendments.

ANAYLSIS:

- The original plan was to have two (2) lots, consistent with what was previously in the Pheasant Hollow subdivision. However, there are utility lines that were put in to serve the BYU golf training center in the Fox Hollow Golf Course. The placement of the culinary water and sewer lines created the need to adjust the boundary lines to keep those lines in Highland City property. This is the reason for the one (1) odd shaped lot.
- There will be a cement driveway for access to the detention basin and the basin will be landscaped with rock. The future owners of Lot 1 will be welcome to enter into an open space maintenance agreement to take care of the land over the utility lines.

FINDINGS:

- The proposed amendment meets all requirements of the Development Code.

RECOMMENDATION AND PROPOSED MOTION:

Staff recommends the City Council accept the findings and **APPROVE** the final plat amendment.

I move that the City Council accept the findings and **APPROVE** Pheasant Hollow Plat C.

ALTERNATIVE MOTION:

I move that the City Council **DENY** Pheasant Hollow Plat C based on the following findings: (The Council will need to draft appropriate findings).

FISCAL IMPACT:

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

ATTACHMENTS:

1. Vicinity Map
2. Original Pheasant Hollow Subdivision Plat A Amended
3. Surveyed Utility Lines
4. Proposed Plat Amendment

[illegible]

Map Filing # 2665

13023

Recorded at the Office of
Stewart Shille

1981 MAY -5 PM 4:01

NINA S. REID
UTAH COUNTY RECORDER
DEPUTY

SURVEYOR'S CERTIFICATE

I, GARY L. MILLS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 4261 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING North 897.35 ft. and East 0.52 ft. grid distance from the South quarter Corner of Section 1, T55, R1E, S18B.M. (ground distance North 897.60, East 0.52) SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
N89°58'02"W	1136.58	
N 4°18'35"E	107.34	
N29°44'22"E	350.15	
N84°06'35"W	100.96	Along easterly boundary of Cobblecreek Subdivision Plat "A"
N 5°53'25"E	762.14	
N88°28'36"E	95.86	
N 1°15'17"E	121.59	Along a curve to the left (Chord - 19.77' - N 47°15'17"E)
N 6°01'59"E	253.02	
S85°07'00"E	438.99	
N10°11'25"E	422.44	
N87°39'16"E	162.44	Along a fence line (fence line is a warranty deed recorded in 1983-28 entry number 1602, Book 830, pages 594 & 595)
S88°54'00"E	166.23	
S0°01'58"W	1836.01	Along quarter section line to POB

Note: the above distances are ground distances in feet

Total area = 36.3315 AC.

BASIS OF BEARING = Utah Coordinate System, Central Zone

MAY 8th 1979

DATE

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND EASEMENTS AS INDICATED ON THIS MAP AND WE DO HEREBY DEDICATE THE PRIVATE STREET EASEMENTS AND WATER LINE EASEMENTS TO HOME OWNERS ASSOC OF PHEASANT HOLLOW & DO GRANT ALL EASEMENTS OVER SAID PRIVATE ROAD (EASEMENTS) FOR THE INSTALLATION MAINTENANCE REPAIR ETC. OF UNDERGROUND UTILITIES.

IN WITNESS WHEREOF WE HAVE HERUNTO SET OUR HANDS THIS 29thDAY OF April, A.D. 19 81

BROWSWOOD INC

Richard Brown, Pres

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }ON THE 29th DAY OF April, A.D. 19 81 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.MY COMMISSION EXPIRES 2-8-84

Donna K. Curak

NOTARY PUBLIC

(See Seal Below)

ACCEPTANCE BY LEGISLATIVE BODY

THE TOWN COUNCIL OF THE TOWN OF HIGHLAND, COUNTY OF UTAH, APPROVES THE PLANNED UNIT DEVELOPMENT AND HEREBY ACCEPTS THE DEDICATION OF ALL EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES, FOR THE PERPETUAL USE OF THE PUBLIC, THIS 15TH DAY OF NOVEMBER, A.D. 1978.

Donald R. Brown

Evan B. Ferguson

Ronald A. Coffey

APPROVED Boyd A. Wilson

ENGINEER

(See Seal Below)

ATTEST Donna K. Curak

CLERK-RECORDER

(See Seal Below)

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS CONNECT TO EXISTING SERVICES

NOT REQUIRED

CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

APPROVED THIS 14th DAY OF May, A.D. 19 79, BY THE PLANNING COMMISSION

DIRECTOR-SECRETARY

CHAIRMAN, PLANNING COMMISSION

PLAT "A"

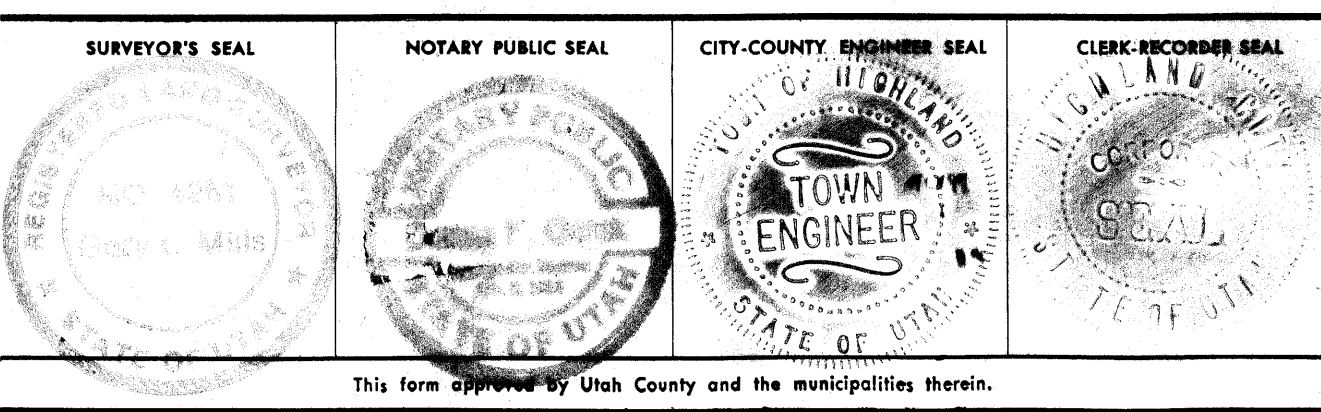
AMENDED

PHEASANT HOLLOW

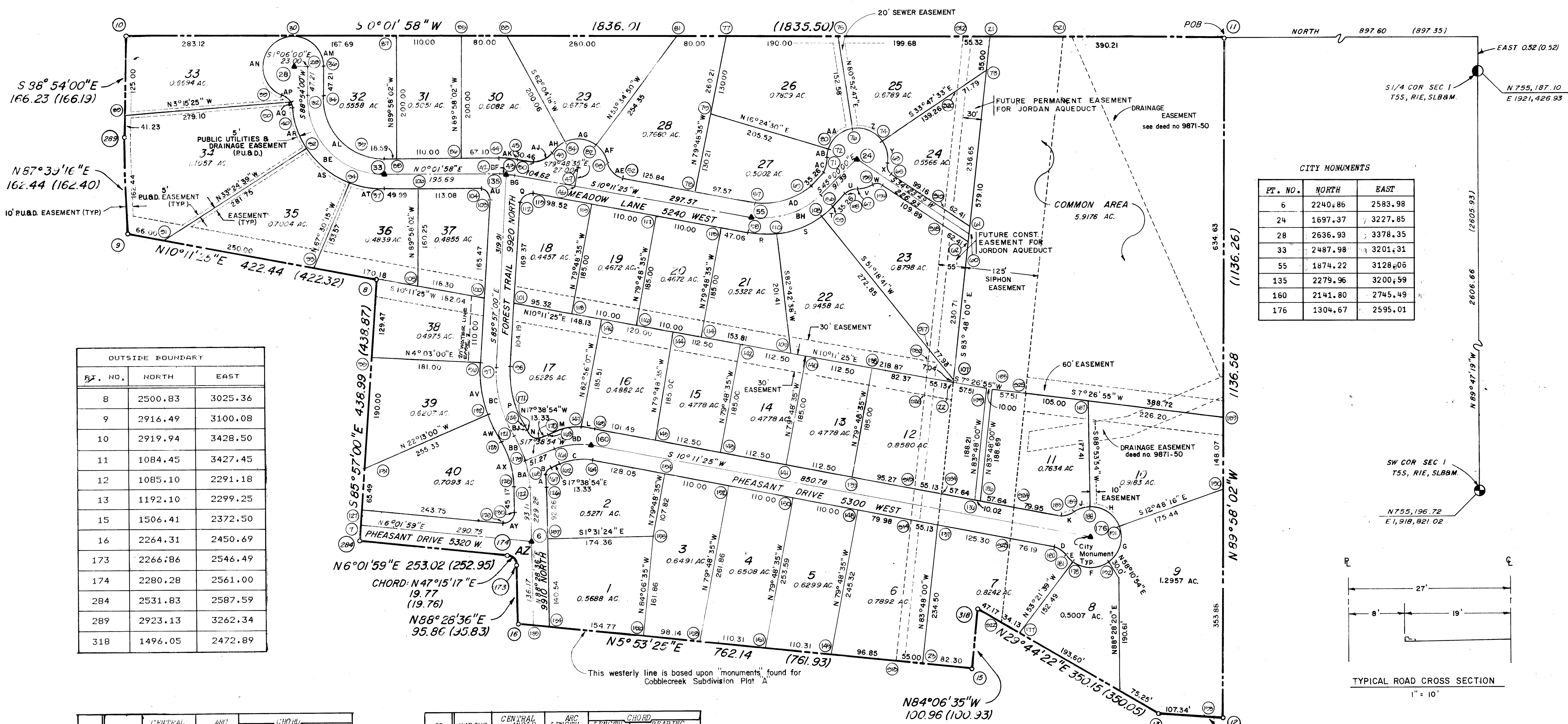
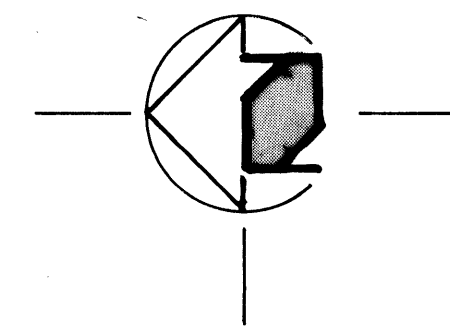
PLANNED UNIT DEVELOPMENT

HIGHLAND CITY, UTAH COUNTY, UTAH

SCALE: 1" = 100 FEET



This form approved by Utah County and the municipalities therein.



PT. NO.	NORTH	EAST
8	2500.83	3025.36
9	2916.49	3100.08
10	2919.94	3428.50
11	1084.45	3427.45
12	1085.10	2291.18
13	1192.10	2299.25
15	1506.41	2372.50
16	2264.31	2450.69
173	2266.86	2546.49
174	2280.28	2561.00
284	2531.83	2587.59
289	2923.13	3262.34
318	1496.05	2472.89

ID	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD	BEARING
A	204.00	5 04 06	18.05	18.04	N 5 56 33 E
B	15.00	78 56 36	20.67	19.07	S 57 07 12 E
C	100.00	27 50 19	48.59	48.11	S 3 43 44 E
D	30.00	44 33 41	23.33	22.75	S 32 28 16 W
E	50.00	18 06 45	15.81	15.74	S 45 41 44 W
F	50.00	68 27 28	59.74	56.25	S 2 24 37 W
G	50.00	70 59 10	61.95	58.06	S 67 18 41 E
H	50.00	78 17 50	68.33	63.13	N 38 02 49 E
J	50.00	33 16 09	29.03	28.63	N 17 44 11 W
K	30.00	44 33 41	23.33	22.75	N 12 05 25 W
L	154.00	3 07 33	8.40	8.40	N 8 37 39 E
M	154.00	24 42 47	66.42	65.91	N 5 17 31 W
N	15.00	78 56 36	20.67	19.07	N 21 49 24 E
P	150.00	37 49 24	99.02	97.23	N 75 08 18 E
Q	15.00	96 08 25	25.17	22.32	S 37 52 47 E
R	154.00	17 28 48	46.98	46.80	S 1 27 01 W
S	154.00	31 23 56	84.39	83.34	S 22 59 21 E
T	154.00	6 18 41	16.96	16.96	S 41 50 39 E
U	30.00	44 33 41	23.33	22.75	S 22 43 10 E
V	50.00	32 32 40	28.40	28.02	S 16 42 39 E
W	15.00	67 22 49	17.64	16.64	S 0 42 25 W
X	15.00	67 22 49	17.64	16.64	N 68 05 13 E
Y	50.00	45 34 10	39.77	38.73	N 78 59 32 E
Z	50.00	65 19 40	57.01	53.97	N 23 32 37 E
AA	50.00	64 28 17	56.26	53.34	N 41 21 21 W
AB	50.00	15 58 11	13.94	13.89	N 81 34 35 W
AC	30.00	44 33 41	23.33	22.75	N 67 16 50 W
AD	100.00	55 11 25	96.33	92.64	N 17 24 17 W
AE	30.00	67 58 33	35.59	33.54	N 44 10 42 E

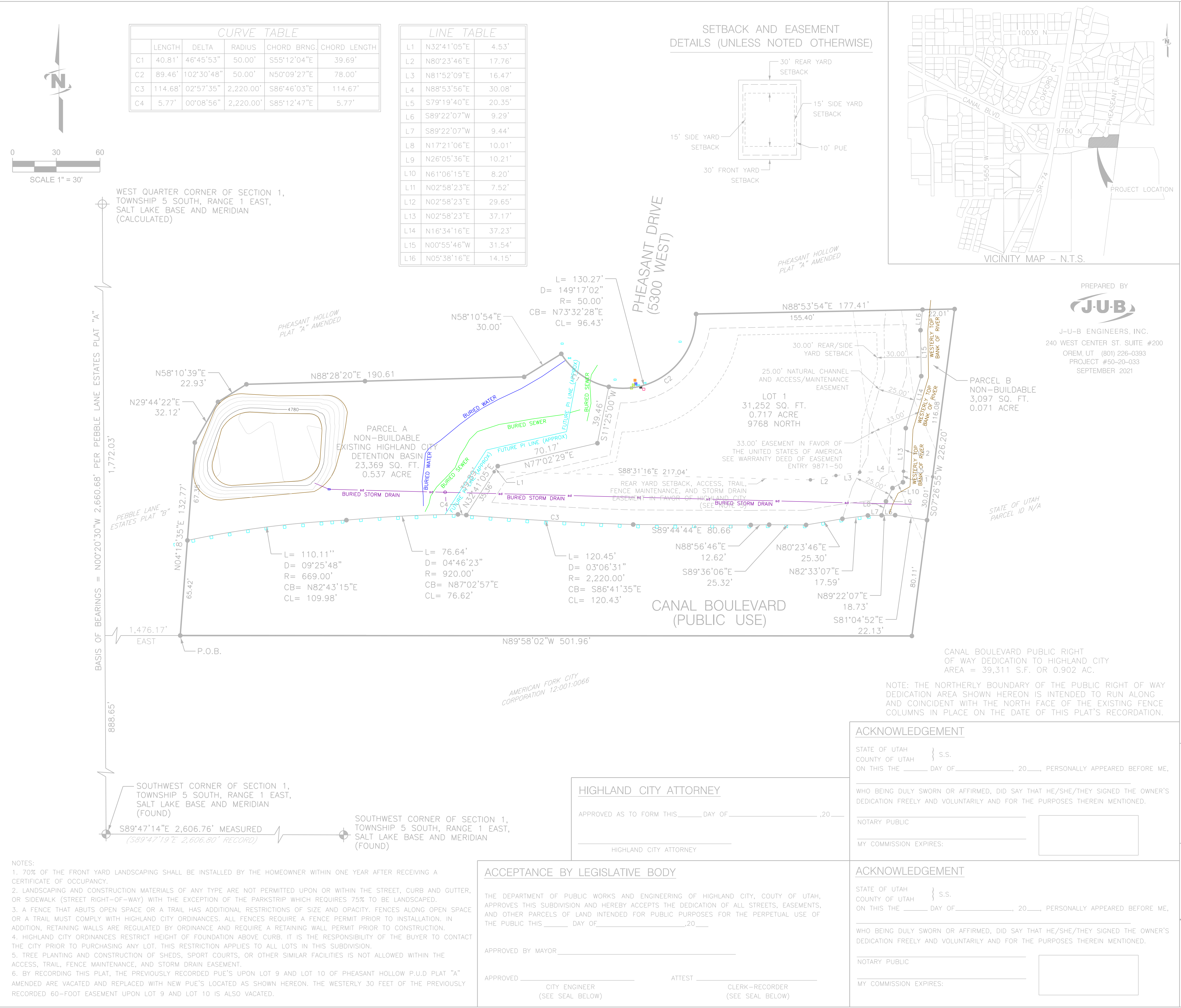
ID	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD	BEARING
AF	50.00	41 44 48	36.43	35.63	N 57 17 34 E
AG	50.00	64 20 52	56.15	53.25	N 4 14 44 E
AH	50.00	29 51 25	26.06	25.76	N 42 51 25 W
AI	30.00	67 58 33	35.59	33.54	N 23 47 51 W
AJ	154.00	10 09 27	27.30	27.27	N 5 05 42 E
AK	30.00	38 06 08	19.95	19.58	S 43 50 38 W
AL	100.00	91 04 02	158.94	142.73	N 45 33 59 E
AM	50.00	91 03 56	79.47	71.37	N 45 33 57 E
AN	50.00	155 14 25	135.47	97.67	N 77 35 14 W
AO	30.00	38 06 08	19.95	19.58	S 43 50 38 W
AP	30.00	20 04 06	10.51	10.45	S 72 55 45 W
AQ	154.00	26 22 27	70.89	70.26	S 69 46 35 W
AR	154.00	34 05 36	91.64	90.29	S 39 32 33 W
AS	154.00	22 27 47	60.38	59.99	S 11 15 52 W
AT	15.00	94 01 02	24.61	21.94	S 47 02 29 W
AV	204.00	26 15 60	93.52	92.70	S 80 58 00 W
AW	204.00	11 39 24	41.15	41.08	S 62 00 18 W
AX	150.00	32 15 00	84.43	83.32	S 72 21 06 W
AY	15.00	97 33 23	25.54	22.56	N 42 44 43 W
AZ	15.00	82 26 37	21.58	19.77	S 47 15 17 W
BA	177.00	16 07 30	49.81	49.65	N 80 24 51 E
BB	177.00	16 07 30	49.81	49.65	N 64 17 21 E
BC	177.00	37 49 24	116.85	114.74	N 75 08 18 E
BD	127.00	27 50 19	61.71	61.10	S 3 43 44 E
BE	127.00	91 04 02	201.86	181.27	N 45 33 59 E
BF	127.00	5 35 49	12.41	12.40	S 2 49 53 W
BG	127.00	4 33 38	10.11	10.11	S 7 54 36 W
BH	127.00	55 11 25	122.33	117.66	S 17 24 17 E
BI	204.00	5 04 06	18.05	18.04	N 58 45 39 E

All property corners are 5/8 x 18 inch rebar with yellow plastic caps marked "Leigh & Co. 154261." Other monuments are at street center lines and are aluminum alloy rods with 3/4 inch caps (magnetized for location by detector) marked Leigh & Co. Pleasant Grove, Utah--"Control Point" stamped in the field "PH" with the point number. They are protected by cast iron "boxes" set flush with asphalt.

All coordinates other than those for section corners are abbreviated. Add 1 918 000 ft. to the east coordinates and 755 000 ft. to north coordinates. Note that outside boundary distances in parentheses (X.XX) are grid distances. One foot ground distance equals 0.999 720 ft. grid distance. Coordinates of subdivision boundary shall take precedence over bearings and distances.

Utility easements typical as shown on lots 34 and 35 for all lots.

2665-22



SURVEYOR'S CERTIFICATE

I, JASON D. WILLES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 376067 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS MADE UNDER MY DIRECTION OF THE TRACT OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, I CERTIFY THAT SAID SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT, I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

DRAFT REVIEW COPY

JASON D. WILLES, P.L.S. _____ DATE _____

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF PHEASANT HOLLOW PLAT "A" AMENDED AS DEPICTED ON THE OFFICIAL PLAT THEREOF ON FILE AS MAP NO. 2665 AND ENTRY 13023:1981 AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH CORNER IS NORTH 00°20'30" WEST 888.65 FEET ALONG THE SECTION LINE AND EAST 1,476.17 FEET FROM THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 04°18'35" EAST 132.77 FEET ALONG THE WESTERLY BOUNDARY OF SAID PLAT "A"; THENCE NORTH 29°44'22" EAST 32.12 FEET; THENCE NORTH 58°10'39" 22.93 FEET; THENCE NORTH 88°28'20" EAST 190.61 FEET; THENCE NORTH 58°10'54" 30.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE EASTERLY 130.27 FEET ALONG THE ARC OF A 50.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 149°17'02", THE CHORD OF WHICH BEARS NORTH 73°32'28" EAST 96.43 FEET, TO A POINT OF NON-TANGENCY; THENCE NORTH 88°53'54" EAST 177.41 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF SAID PHEASANT HOLLOW PLAT "A" AMENDED, THENCE SOUTH 07°26'55" WEST 226.20 FEET ALONG SAID BOUNDARY, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID PLAT "A"; THENCE NORTH 89°58'02" WEST 501.96 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT "A" TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 97,029 SQUARE FEET OR 2.227 ACRES IN AREA, MORE OR LESS.

THE BASIS OF BEARINGS IS NORTH 00°20'30" WEST (N.A.D. 27) ALONG THE LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN AND THE WEST QUARTER CORNER OF SAID SECTION.

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE SHOWN HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, PARCELS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(d), WE THE OWNER(S) OF LOT 1 AND THE OWNER(S) OF LOT 2, OR OUR HEIRS, SUCCESSORS, AND ASSIGNS, DO HEREBY CONSENT AND UNDERSTAND THAT SAID LOTS ARE SUBJECT TO THE DEDICATIONS, RESTRICTIONS, OR PROPERTY AND EASEMENT RIGHTS GRANTED AS PART OF THE PHEASANT HOLLOW PLAT "A" AMENDED DEVELOPMENT AND REFERRED TO ON PHEASANT HOLLOW PLAT "A" AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AS MAP NUMBER 2665 AND ENTRY 13023:1981 AT THE OFFICE OF THE UTAH COUNTY RECORDER. FURTHER, WE DO HEREBY CONVEY AND GRANT THE SAME RIGHTS TO HOMEOWNERS ASSOCIATION OF PHEASANT HOLLOW.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____.

HIGHLAND CITY MAYOR _____

COUNTY RECORDER STAMP

PLANNING COMMISSION CHAIR _____

COMMUNITY DEVELOPMENT DIRECTOR _____

PHEASANT HOLLOW ESTATES PLAT "B"

INCLUDING A VACATION OF LOTS 9 & 10 OF PHEASANT HOLLOW PLAT "A" AMENDED, AND PART OF LOT 4 OF PEBBLE LANE ESTATES PLAT "A"

SITUATE IN THE SW1/4 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

City of Highland, Utah County, Utah Scale 1"=30' Sheet 1 of 1

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
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CITY COUNCIL AGENDA REPORT ITEM #4

DATE: October 5, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: A Tri-Party Agreement between Highland City, Lehi City, and DR Horton Inc. *Administrative*

PURPOSE:

The City Council will consider a request for approval of a tri-party agreement between Lehi City, Highland City, and D.R. Horton for the development of property currently located in Utah County. The City Council will take appropriate action.

BACKGROUND:

DR Horton owns approximately 109 acres generally located at the northwest corner of Highland Boulevard and 11800 North. This property has been included in the Highland City annexation policy plan. DR Horton has petition Lehi City for annexation of the property. In exchange for Highland City not protesting the annexation, the attached agreement is being proposed. The highlights of the agreement include the following:

1. Highland shall continue to own and maintain the Highland Boulevard Section, and Lehi shall be responsible for fifty percent (50%) of the cost (the “Lehi Maintenance Contribution”) incurred by Highland to maintain and repair the Highland Boulevard Section in accordance with Highland’s roadway standards and requirements (as the same may be modified from time to time) and Highland’s bidding and contracting procedures.
2. As part of the development of the Horton Property following final approval of the Annexation Petition, Horton shall install an additional traffic light or other traffic control measure along the Highland Boulevard Section at the intersection 11800 North (the “Additional Traffic Control”). The total cost for the Additional Traffic Control shall be shared by the Parties as follows: (a) Lehi and Highland shall each be responsible for thirty-three percent (33%) of such costs; and (b) Horton shall be responsible for thirty-four percent (34%) of such costs.
3. Develop the Horton Property substantially in accordance with the Concept Plan, subject to the following density limitations for each pod of development shown on the Concept Plan (each, a “Pod”): (which Horton may increase by no more than ten percent (10%) depending on the final location and layout of proposed open spaces and roads):

- a. No more than seventy-seven (77) single family lots located the forty-five (45)-acre Pod designated on the Concept Plan as “Estate”;
 - b. No more than ninety-five (95) single family lots located on the thirty-six (36)-acre Pod designated on the Concept Plan as “Emerald”;
 - c. No more than one hundred seventy-four (174) single family lots located on the forty (40)-acre Pod designated on the Concept Plan as “Horton Plus”;
 - d. No more than two hundred forty-nine (249) units located on the thirty-nine (39)-acre Pod designated on the Concept Plan as “Active Adult”; and
 - e. No more than two (2) total clubhouses (one for the single-family residences and one for the active adult units).
4. Notwithstanding the foregoing, Horton may increase the total number of lots or units permitted in any Pod by up to ten percent (10%) so long as the total density of the Horton Property as a whole does not exceed five hundred ninety-seven (597) units.
 5. Incorporate the recommendations set forth in that certain Traffic Study, dated Aug 18, 2021, prepared by Horrocks Engineers, with respect to Highland Boulevard.
 6. Set the minimum lot size of any subdivision of the Horton Property directly adjacent to the boundary with Highland shown on the Concept Plan to be no less than one-half (1/2) an acre.
 7. Include a trail connection to the Dry Creek area of Highland as part of the development of the Horton Property so long as the intervening landowner(s) have granted an easement to Highland for trail purposes.

FISCAL IMPACT:

This action will not have any impact on the current fiscal year’s expenditures.

PROPOSED MOTIONS:

I move that the City Council **APPROVE** the Try-Party Agreement between Highland City, Lehi City, and DR Horton.

I move that the City Council **DENY** the Try-Party Agreement between Highland City, Lehi City, and DR Horton.

ATTACHMENTS:

1. Proposed Agreement

TRI-PARTY AGREEMENT

This TRI-PARTY AGREEMENT (this “*Agreement*”), dated to be effective as of _____, 2021 (the “*Effective Date*”), is entered into by and between the CITY OF HIGHLAND, a Utah municipal corporation (the “*Highland*”), the CITY OF LEHI, a Utah municipal corporation (“*Lehi*”), and D.R. HORTON, INC., a Delaware corporation (“*Horton*”). Highland, Lehi, and Horton are referred to herein individually as a “*Party*” and together as the “*Parties*.”

RECITALS

A. Horton owns some parcels of land located in unincorporated Utah County, as depicted on the map attached as Exhibit A (the “*Horton Property*”), which Horton intends to develop as part of a larger master planned residential community with certain other property of Horton’s located within the City of Lehi

B. Highland Boulevard is a public street owned and/or maintained by Highland located adjacent to the Horton Property (the “*Highland Boulevard Section*”), as generally shown on conceptual site plan attached as Exhibit B (the “*Concept Plan*”).

C. In connection with the development of the Horton Property, Horton intends to file a petition to annex the Horton Property to Lehi (the “*Annexation Petition*”).

D. The Parties desire to set forth certain agreements and obligations concerning the Annexation and the ongoing maintenance and other obligations relating to the Highland Boulevard Section following approval of the Annexation Petition, subject to the terms and conditions set forth below.

NOW, THEREFORE, to these ends and in consideration of the mutual covenants and the agreements set forth below, as well as the mutual benefits to be derived from this Agreement, the Parties agree as follows:

AGREEMENT

1. Consent to Annexation. Highland hereby consents to the filing of the Annexation Petition and Lehi’s approval of the proposed annexation to Lehi (the “*Annexation*”), and agrees to reasonably cooperate with Horton and Lehi, at no out-of-pocket cost to Highland, to effectuate the Annexation as contemplated by this Agreement. Highland acknowledges and agrees that Lehi and Horton may provide an executed copy of this Agreement to Utah County to demonstrate evidence of Highland’s consent to the Annexation.

2. Maintenance Obligations. Highland shall continue to own and maintain the Highland Boulevard Section, and Lehi shall be responsible for fifty percent (50%) of the cost (the “*Lehi Maintenance Contribution*”) incurred by Highland to maintain and repair the Highland Boulevard Section in accordance with Highland’s roadway standards and requirements (as the same may be modified from time to time) and Highland’s bidding and contracting procedures. Highland staff shall coordinate with Lehi staff as part of any planned maintenance, improvement,

repair, or other construction project involving the Highland Boulevard Section, and Highland and Lehi may as part of such coordination agree on bidding processes, construction timing and procedures, payment schedules, and other terms regarding work on the Highland Boulevard Section and payment of the Lehi Maintenance Contribution. Highland and Lehi will agree to an estimated cost based on construction submittals from both cities, if necessary. Once Highland has completed all required work according to Highland standards and procedures, it shall submit an invoice to Lehi for the Lehi Maintenance Contribution within 60 days of completion of the maintenance or repair work on the Highland Boulevard Section. Lehi shall pay such invoice within 30 days after receipt of the invoice.

3. Public Services. The parties acknowledge that from and after final approval of the Annexation Petition, Lehi shall be solely responsible for the provision of all public services, including, without limitation, police and fire protection services, for the area incorporated pursuant to the Annexation.

4. Highland Boulevard Section Improvements/Annexation.

a. As part of the development of the Horton Property following final approval of the Annexation Petition, Horton shall install an additional traffic light or other traffic control measure along the Highland Boulevard Section at the intersection 11800 North (the “**Additional Traffic Control**”). The total cost for the Additional Traffic Control shall be shared by the Parties as follows: (a) Lehi and Highland shall each be responsible for thirty-three percent (33%) of such costs; and (b) Horton shall be responsible for thirty-four percent (34%) of such costs. The Parties shall coordinate and agree in writing on the type, timing, costs, and other details of the Additional Traffic Control at such time as Horton begins to develop the Horton Property adjacent to the Highland Boulevard Section.

b. As part of the development of the Horton Property following final approval of the Annexation Petition, Horton shall be responsible for 50% of the costs associated with the installation of medians within the Highland Boulevard Section, if Highland requests the installation of medians. Highland shall make the request as part of the Parties’ coordination of the Additional Traffic Control, and Highland may not request Horton contribute to the cost of medians after the Parties have agreed on the details of the Additional Traffic Control.

c. Within 45 days of the execution of this Agreement, Highland City will file a petition to annex those portions of Highland Boulevard that are owned by Highland City but are currently unincorporated.

5. Development of the Horton Property. As part of the development of the Horton Property following final approval of the Annexation Petition, Horton agrees to do each of the following:

a. Develop the Horton Property substantially in accordance with the Concept Plan, subject to the following density limitations for each pod of development shown on the Concept Plan (each, a “**Pod**”): (which Horton may increase by no more than ten percent (10%) depending on the final location and layout of proposed open spaces and roads):

i. No more than seventy-seven (77) single family lots located the forty-five (45)-acre Pod designated on the Concept Plan as “Estate”;

ii. No more than ninety-five (95) single family lots located on the thirty-six (36)-acre Pod designated on the Concept Plan as “Emerald”;

iii. No more than one hundred seventy-four (174) single family lots located on the forty (40)-acre Pod designated on the Concept Plan as “Horton Plus”;

iv. No more than two hundred forty-nine (249) units located on the thirty-nine (39)-acre Pod designated on the Concept Plan as “Active Adult”; and

v. No more than two (2) total clubhouses (one for the single-family residences and one for the active adult units).

Notwithstanding the foregoing, Horton may increase the total number of lots or units permitted in any Pod by up to ten percent (10%) so long as the total density of the Horton Property as a whole does not exceed five hundred ninety-seven (597) units.

b. Incorporate Highland’s standard Parkway Detail along the west side of the Highland Boulevard Section, provided that Horton shall be permitted to use xeriscape or other waterwise landscaping in accordance with Highland’s standards.

c. Address stormwater runoff generated by the development of the Horton Property in accordance with applicable law.

d. Incorporate the recommendations set forth in that certain Traffic Study, dated Aug 18, 2021, prepared by Horrocks Engineers, with respect to Highland Boulevard.

e. Set the minimum lot size of any subdivision of the Horton Property directly adjacent to the boundary with Highland shown on the Concept Plan to be no less than one-half (1/2) an acre.

f. Include a trail connection to the Dry Creek area of Highland as part of the development of the Horton Property so long as the intervening landowner(s) have granted an easement to Highland for trail purposes prior to the date on which Horton obtains Area Plan Approval from the Lehi City Council for the Horton Property.

g. Install monument signage on the northeast and southeast corners of the Horton Property that includes both the name of the proposed Horton subdivision and jurisdiction.

6. No Requirement to Develop. Nothing in this Agreement shall require the continued efforts of Horton to process the Annexation Petition and/or develop the Horton Property. Horton may, at any time and for any reason, elect to abandon such efforts, in which event Horton may elect to terminate this Agreement upon providing written notice to Lehi and Highland.

7. Further Assurances. Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements,

certificates, instruments and documents, as any other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the Annexation Petition.

8. Notices. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by electronic email (with confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Developer: D.R. Horton, Inc.
Attn: Boyd Martin & Rob Hartshorn
12351 South Gateway Park Place
Suite D-100
Draper, UT 84020
email: RBHartshorn@drhorton.com
[]

With a copy to: D. R. Horton, Inc., West Region
1081 Whitney Ranch Drive, Suite 141
Henderson, NV 89014
Attn: David Jennings, Region Counsel
E-mail: DSJennings@drhorton.com

If to the Highland: City of Highland

If to Lehi: City of Lehi

9. No Partnership or Joint Venture; Nonliability of Individuals. Nothing contained in this Agreement shall be construed to make, or is intended to create, any partnership or joint venture between Horton, Lehi, or Highland. In no event shall any shareholder, officer, director, member, partner, affiliate, agent or employee of Horton or any of Horton's affiliates be or be held liable or responsible in any way for the obligations or liabilities of Horton under this Agreement.

10. Severance; Survival; Further Assurance. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and neither Party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be modified or amended except by written agreement executed by the Parties. If any term in this Agreement or part hereof is ever held invalid or unenforceable by any court or is otherwise not in compliance with any law, such term, or part shall be deemed severed and the remainder of this Agreement and applications thereof shall not be affected thereby. This Agreement shall be binding upon the Parties, their successors and assigns.

11. Attorneys' Fees. If this Agreement or any provision hereof is enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including fees and costs incurred upon appeal.

12. Construction. This Agreement shall be governed and interpreted under the laws of the State of Utah. Failure of any Party to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition. The agreements contained herein shall not be construed in favor of or against either Party, but shall be construed as if all Parties prepared this Agreement. If any items, terms, or provisions contained in this instrument are in conflict with any applicable federal, state, or local laws, this Agreement shall be affected only as to its application to such items, terms, or provisions, and shall in all other respects remain in full force and effect.

13. Incorporation; Counterparts. The recitals set forth above and exhibits attached hereto are incorporated herein by this reference. This Agreement may be executed in counterparts and transmitted electronically, each of which shall be deemed to be an original, but such counterparts when taken together shall constitute one Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives to be effective as of the Effective Date.

CITY OF HIGHLAND, a Utah municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

City Recorder

CITY OF LEHI, a Utah municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

City Recorder

D.R. HORTON, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Depiction of the Horton Property



EXHIBIT B

Concept Plan





CITY COUNCIL AGENDA REPORT ITEM #5

DATE: October 5, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner & GIS Analyst
SUBJECT: Open Space Purchase Agreements *Legislative*

PURPOSE:

The City Council will consider a purchase contract template for the open space purchases approved by the Council on June 15th, 2021. The Council will take appropriate action.

BACKGROUND:

For several months the City Council discussed the process and procedures for the disposal of orphan property.

Through the process, the Council adopted a policy for the designation of real public property as surplus orphan parcel property that is eligible to be sold, leased, conveyed, and/or otherwise disposed of without the procedures required for significant parcels of real public property (R-2021-15). Another resolution was passed designating the valuation of this open space (R-2021-09). The most recent resolution approved by the Council designated specific properties to be disposed of (R-2021-16). There were 54 properties that were declared as surplus in this resolution.

Each resident interested in purchasing the disposed property adjacent to their lot, may enter into a purchase contract with the City to purchase the land for a valuation of \$2.74 per square foot. The resident will also be responsible for paying 100% of the surveying costs. The Council decided to have all of the properties surveyed by the same surveyor. The surveying cost for the resident is determined by taking the total cost of the surveying project and dividing it by the total number of properties that were approved for disposal.

Staff has hired a surveyor. Approximately 20 surveys have been completed and the rest are nearing completion.

DISCUSSION:

The purpose of this meeting is for the City Council to consider the purchase contract template. If approved, Staff will use the contract to complete the purchases that have been approved thus far by the Council designated in R-2021-16.

The proposed purchase price is \$2.74 per square foot as established in Resolution 2021-09. The terms of the contract include:

- The entire purchase price be paid in full, and the Earnest Money Deposit be applied toward the total purchase price.
- No financing.
- The buyer shall pay all surveying costs to survey the property and to prepare a legal description and deed.
- The buyer shall pay all costs charged by the title company/closing office for its services in the settlement/closing process.
- Any special conditions regarding sprinkler plans that are approved by the Parks Superintendent.

FISCAL IMPACT:

This action will not impact the current fiscal year's expenditures.

RECOMMENDATION:

Staff recommends the Council consider the purchase agreement template.

PROPOSED MOTION:

I move that the City Council **APPROVE** the purchase contract template for the sale of the properties designated as sellable in Resolution 2021-16.

ALTERNATIVE MOTION:

I move that the City Council **DENY** the purchase contract template.

ATTACHMENTS:

1. Purchase Contract
2. Valuation of Orphan Parcels: Resolution 2021-09
3. Orphan Parcel Policy: Resolution 2021-15
4. Designation of Orphan Parcels: Resolution 2021-16

REAL ESTATE PURCHASE CONTRACT

This contract is entered into by and between HIGHLAND CITY (“Seller”), a Utah municipality, and

Name: **XXXX** (“Buyer”)

Address: **XXXX**

Highland, Utah 84003

EARNEST MONEY RECEIPT

Buyer offers to purchase the Property described below and hereby delivers to the Seller, as Earnest Money, the amount of five hundred dollars (\$500.00) in the form of a check which, upon Acceptance of this offer by all parties, shall be deposited in accordance with state law. If Buyer fails to purchase Property, the City shall retain the earnest money as liquidated damages.

Received by: _____ on _____ (Date)
(Signature of acknowledges receipt of Earnest Money)

ADDITIONAL TERMS

1.0 PROPERTY: See Exhibit “A” attached hereto and incorporated herein by reference for a description of the property being sold, which may be referred to herein as “the property.”

2.0 AGREEMENT TO SELL; PURCHASE PRICE. Subject to the conditions and limitations of this Agreement, Buyer agrees to buy and Seller agrees to sell the property identified in paragraph 1.0. The parties agree the Purchase Price for the Property shall be **\$XXXXX** (\$2.74 per square foot).

2.1 METHOD OF PAYMENT. At Settlement, the entire Purchase Price shall be paid in full and the Earnest Money Deposit shall be applied toward the total Purchase Price.

2.2 NO APPRAISAL OR FINANCING. No financing or appraisal is required or made a condition of this Agreement. The Parties agree that the purchase price represents fair market value and adequate consideration for the Property.

2.3 SURVEY AND LEGAL DESCRIPTION. Buyer shall pay all costs incurred to survey the property and to prepare a legal description and deed. Such costs are **\$XXXXX**.

3. SETTLEMENT AND CLOSING. Settlement shall take place on or before **August 1, 2018**, or on a date upon which Buyer and Seller agree in writing. “Settlement” shall occur only when **all** of the following have been completed: (a) Buyer and Seller have signed and delivered to each other all documents required by this Contract, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents have been delivered by Buyer to Seller; and (c) any special conditions of the City Council’s approval of the property purchase have been satisfied or otherwise provided for. Seller will

convey the property by quitclaim deed at Settlement when the Purchase Price has been paid and all other conditions and requirements for Settlement have been satisfied.

3.1 SPECIAL CONDITIONS. The following are special conditions of Settlement as described by subsection (c) of paragraph 3:[RAP1]

Irrigation lines?

Other special conditions?

3.2 CLOSING COSTS. Buyer shall pay all costs charged by the escrow/closing office for its services in the settlement/closing process at Settlement. Taxes and assessments for the current year shall be prorated at Settlement.

4. POSSESSION. Seller shall deliver physical possession to Buyer upon Closing. "Closing" shall occur only when **all** of the following have been completed: (a) Settlement has been completed; and (b) the applicable Closing documents, including deeds and other legal instruments, have been recorded in the office of the county recorder. Closing shall take place within seven calendar days of Settlement.

5. TITLE INSURANCE. Title insurance may be purchased by the Buyer at its own expense.

6. SELLER DISCLOSURES. No disclosures are required of Seller.

7. SELLER WARRANTIES & REPRESENTATIONS. Seller makes no warranties or representations, and Buyer understands that the Property is sold "as is." Seller shall convey property by quitclaim deed.

8. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, approvals, or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

9. DEFAULT. If Buyer defaults, except where the remedy is specifically limited by this Agreement, Seller is entitled to retain the Earnest Money Deposit as liquidated damages.

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

11. NOTICES. Except as provided in this Agreement, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

12. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause, shall be borne by Buyer until Closing. After Closing, Seller shall have no further obligation or liability with regard to the Property, and Buyer shall accept all risks of loss and shall provide for insurance, utilities, and other necessary or convenient improvements at Buyer's sole expense.

13. COUNTERPARTS. Electronic transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any electronic copy shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

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

HIGHLAND CITY:

_____	_____
MAYOR	Date

BUYER:

_____	_____
Name:	Date

_____	_____
Name:	Date

Exhibit A

LEGAL DESCRIPTION

RESOLUTION NO: R-2021-09

A RESOLUTION DESIGNATING THE VALUATION OF ORPHAN PARCELS FOR 2021

WHEREAS, the Highland City Council is authorized under State law, Highland City Code 2.44.030, and Highland City resolutions and policies to establish such terms and conditions as the Council deems desirable, fair and appropriate for any sale or other disposal of surplus property, considering intended use, property tax value, and the interests of the city in such property;

WHEREAS, the City Council desires to establish a uniform method for handling the valuation and disposal of such property that protects the interests of the City and its residents and produces a fair return.

NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

1. The City Council designates the valuation of surplus orphan parcels as follows: Based on the average 2020 county assessed value of sample properties, at a 25% multiplier, the 2021 valuation of surplus orphan parcels is **\$2.74 per square foot**.
2. This valuation shall be in effect for surplus orphan parcels designated as such by resolution for the year 2021. Sales and other disposals of property that are not approved within 2021 are not entitled to rely on the \$2.74 valuation and may be subject to different and higher valuations.
3. The potential buyer may, at their own cost and expense, conduct an appraisal to challenge the valuation provided above, which the City Council shall consider in deciding whether and on what terms to sell the parcel.

PASSED AND ADOPTED by the Highland City Council, June 1, 2021

HIGHLAND CITY, UTAH



Rodney W. Mann
Highland City Mayor

ATTEST:



Stephannie Cottle
Highland City Recorder



COUNCILMEMBER	YES	NO
Timothy A. Ball	☒	☐
Brittney P. Bills	☒	☐
Kurt Ostler	☒	☐
Kim Rodela	☒	☐
Scott L. Smith	☒	☐

RESOLUTION NO: 2021-15

A RESOLUTION ADOPTING A POLICY REGARDING THE DESIGNATION AND VALUATION OF ORPHAN PARCELS OF PUBLIC REAL PROPERTY

WHEREAS, the Highland City Council is authorized under State law and Highland City Code 2.44.030 to designate real public property as surplus property that is eligible to be sold, leased, conveyed, and/or otherwise disposed of;

WHEREAS, the Highland City Council is authorized under State law and Highland City Code 2.44.030(C) to establish such terms and conditions as the Council deems desirable, fair and appropriate for any sale or other disposal of such surplus property, considering intended use, property tax value, and the interests of the city in such property;

WHEREAS, the City Council finds that there are parcels of real property owned by the City, called “orphan parcels,” that have issues of access, connectivity, usability, and location that render the parcels unsuitable for City purposes

WHEREAS, the City Council finds that these parcels are of a condition and location that normal auction or appraisal efforts difficult or unsuitable for disposing of the property, because such efforts inordinately and disproportionately increase the cost of disposing of the parcels, and there are limited numbers of potential buyers;

WHEREAS, the City Council desires to establish a uniform method for handling the valuation and disposal of such property that protects the interests of the City and its residents and produces a fair return

NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

1. The City Council declares that is the policy of Highland City to review and potentially surplus and dispose of real public property owned by the City without the procedures required for significant parcels of real estate, when the property meets the following non-exclusive criteria:
 - a. Property should not be disposed of if it is part of a trail corridor, meaning the normal width of the trail and any required buffer areas, unless the Council determines the trail is not used and does not have infrastructure in the ground below;
 - b. Property should not be disposed of if it adds to the open space feel of an open space neighborhood;
 - c. Property should not be disposed of if there are potential future City needs for the property;
 - d. Property should not be disposed of if the transfer of property would result in an increase of irrigable acreage that would unduly strain or burden the City’s pressurized irrigation system;
 - e. Property should not be disposed of if the transfer of property would result in the creation of orphan parcels;
 - f. If property adjacent to a trail is disposed of, the City must be able to maintain ownership of the trail with a five foot buffer on both sides of the trail;
 - g. Property to be disposed of should otherwise have issues regarding access, connectivity, usability, and/or location that render the parcels unsuitable for City purposes.
 - h. The City Council shall designate by separate resolution those specific properties that are surplus orphan parcels that may be sold in accordance with this resolution and policy.
2. The City Council declares that is the policy of Highland City to determine the valuation of surplus orphan parcels as follows:

- a. The City Council shall review the county assessed value of different lots from different areas of the City;
 - b. The lots will be chosen based on location, open space subdivision status, diversity, and size in order to obtain a reasonable, average, per square foot valuation;
 - c. The City Council shall calculate the average price per square foot for the sample lots and apply a multiplier to the average in order to account for the fact that the property being designated as surplus are not buildable lots, have issues that impede development or access, and/or have a limited number of potential buyers.
 - d. The City Council shall then adopt by separate resolution the current valuation for orphan parcels. The resulting square foot value shall be used as the basis for the sale of surplus orphan parcels. The potential buyer may, at their own cost and expense, conduct an appraisal to challenge such valuation, which the City Council shall consider in deciding whether and on what terms to sell the parcel
3. The City Council shall review the orphan parcel properties and valuation annually at a council meeting after the first of the year, and then make any desired additions, removals, or other changes within 30 days after such meeting, after allowing submittals, requests, or comments from the public and other interested persons. The City Council may as part of such review do any of the following:
 - a. Designate additional property as surplus;
 - b. Cancel or remove the designation of property as surplus;
 - c. Update the valuation to reflect more recent or more accurate data; and
 - d. Designate different valuation methods for surplus property.
 4. Nothing in this resolution and policy, or those resolutions adopted in furtherance of this resolution, shall be construed as an offer of sale by the City of any real property. The disposal of any property designated herein as surplus shall require final approval by the City Council prior to such disposal.
 5. Nothing in this resolution and policy shall be construed as establishing a right to have other or additional City-owned property be declared as surplus and disposed of. The City Council reserves the right to review, approve, or deny any request for disposal of other or additional public property as the City Council deems appropriate.
 6. Nothing in this resolution and policy shall affect or supersede any existing agreement regarding the sale, lease, exchange, or other disposal of City-owned property.

PASSED AND ADOPTED by the Highland City Council, June 15, 2021

HIGHLAND CITY, UTAH



 Rodney W. Mann
 Highland City Mayor

ATTEST:



 Stephanie Cottle
 Highland City Recorder



COUNCILMEMBER	YES	NO
Timothy A. Ball	☒	☐
Brittney P. Bills	☒	☐
Kurt Ostler	☒	☐
Kim Rodela	☒	☐
Scott L. Smith	☒	☐

RESOLUTION NO: R-2021-16

A RESOLUTION DESIGNATING THE FOLLOWING PARCELS OF PUBLIC REAL PROPERTY AS ORPHAN PARCELS THAT MAY BE DISPOSED OF

WHEREAS, the Highland City Council is authorized under State law, Highland City Code 2.44.030, and Highland City resolutions and policies to designate real public property as surplus orphan parcel property that is eligible to be sold, leased, conveyed, and/or otherwise disposed of without the procedures required for significant parcels of real public property;

WHEREAS, the Highland City Council has previously adopted a resolution and policy regarding the designation of property as surplus orphan parcels and now desires to designate certain property as surplus orphan parcels.

NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

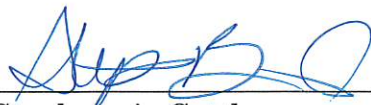
1. The City Council hereby designates the following parcels of property, as shown in Exhibit A, as orphan parcels that may be disposed of in accordance with Highland City code, resolution, and policy.

PASSED AND ORDERED PUBLISHED by the Highland City Council, June 15, 2021

HIGHLAND CITY, UTAH


Rodney W. Mann
Highland City Mayor

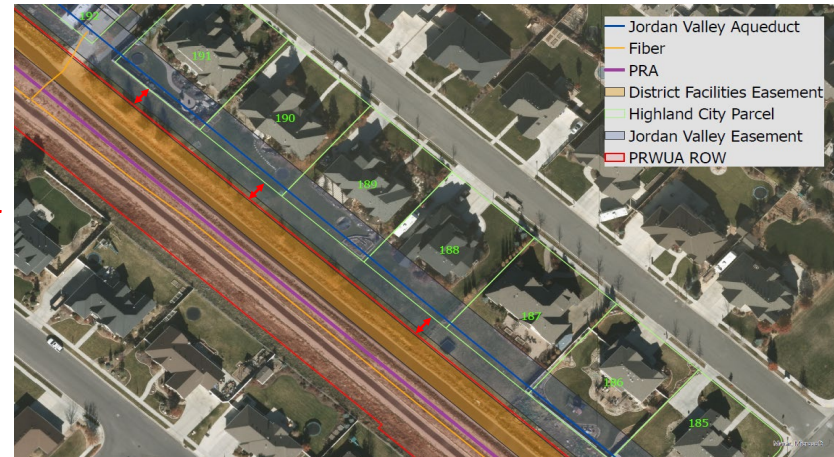
ATTEST:


Stephannie Cottle
Highland City Recorder



COUNCILMEMBER	YES	NO
Timothy A. Ball	☒	☐
Brittney P. Bills	☒	☐
Kurt Ostler	☒	☐
Kim Rodela	☒	☐
Scott L. Smith	☒	☐

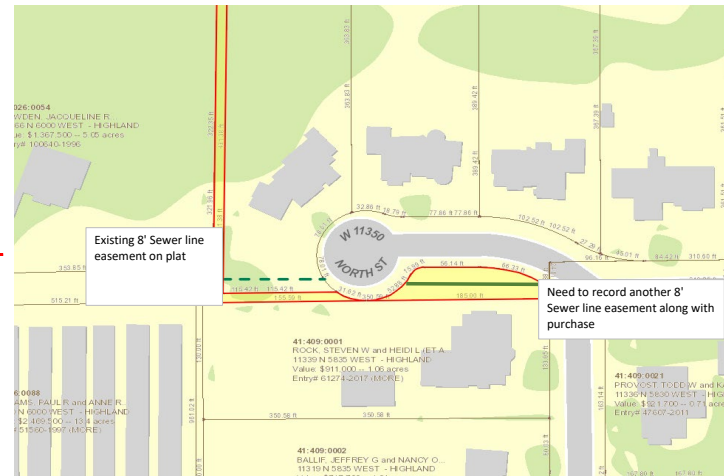
Name	Address	Subdivision	Size Sq Ft	Price	Trail	Utilities	Conditions
Kristin & Paul Gourley	12672 N ANGELS GATE	Beacon Hills Plat H	0	\$0	No		Check to ensure that the Gourley's are not interested in the property. Branden is apparently interested in it.
Perry & Susan Christensen	12684 N ANGELS GATE	Beacon Hills Plat H	871	\$2,388	No		Approved the sale of the trail corridor from South to North
Branden & Catherin Neish	5937 Chatham Circle	Beacon Hills Plat H	871	\$2,388	No		Approved the sale of the trail corridor from South to North
Rick & Miriam Louder	5941 W NEW LONDON ST	Beacon Hills Plat H	5,227	\$14,326	No		Did not apply for purchase; Approved the sale of the trail corridor from South to North
Ken & Rosa Raney	5946 W NEW LONDON ST	Beacon Hills Plat H	1,307	\$3,582	No		Did not apply for purchase; Approved the sale of the trail corridor from South to North
David & Stephanie Nibley	5947 New London Street	Beacon Hills Plat H	4,792	\$13,132	No		Approved the sale of the trail corridor from South to North
Edward & Mayumi Lee	10667 N Canterbury Dr	Canterbury North Plat F	2,222	\$6,089	No		Would have to contact Provo River and Jordan Valley to see if they'd put any restrictions on structures or landscaping on the parcel.
Scott & Jennifer Blatter	6579 W AVERY AVE	Canterbury North Plat G	3,049	\$8,357	Yes		Approved for sale between the south lot line and the District Facilities Easement. Note, the city property to the east of the home is not for sale as it is a future trail segment. Encroachment has already occurred. Minor amount of grass in the facilities easement.
Dion and Marcia Nelson	6591 W AVERY AVE	Canterbury North Plat G	3,049	\$8,357	Yes		Approved for sale between the south lot line and the District Facilities Easement. Encroachment has already occurred. Minor amount of grass in the facilities easement.
Summer Dunn	6605 W AVERY AVE	Canterbury North Plat G	3,049	\$8,357	Yes		Approved for sale between the south lot line and the District Facilities Easement. No encroachment. Already built a fence.
Brett & Claudia Nixon	6625 W AVERY AVE	Canterbury North Plat G	3,049	\$8,357	Yes		Approved for sale between the south lot line and the District Facilities Easement. Encroachment has already occurred. Minor amount of grass in the facilities easement.
Melissa Stevenson	6637 W AVERY AVE	Canterbury North Plat G	2,614	\$7,163	Yes		Approved for sale between the south lot line and the District Facilities Easement. Encroachment has already occurred. Minor amount of grass in the facilities easement.
Deanna Romriell	6638 W CANTERBURY DR	Canterbury North Plat G	3,006	\$8,238	No		Approved for sale between the west lot line and sidewalk.
Theodore Siri	6649 W AVERY AVE	Canterbury North Plat G	2,614	\$7,163	Yes		Approved for sale between the south lot line and the District Facilities Easement. Encroachment has already occurred. Minor amount of grass and possibly cement curbing in the facilities easement.
Brad & Sarah Fillmore	6661 W AVERY AVE	Canterbury North Plat G	2,614	\$7,163	Yes		Approved for sale between the south lot line and the District Facilities Easement. Encroachment has already occurred. Minor amount of grass in the facilities easement.
Richard & Dianna Farr	6673 W AVERY AVE	Canterbury North Plat G	2,614	\$7,163	Yes		Approved for sale between the south lot line and the District Facilities Easement. Encroachment has already occurred. Minor amount of grass in the facilities easement.
Four Corners Real Estate LLC	6685 W AVERY AVE	Canterbury North Plat G	2,614	\$7,163	Yes		Approved for sale between the south lot line and the District Facilities Easement. Encroachment has already occurred. Minor amount of grass in the facilities easement.
Bryan & Jenny Stinson	6697 W AVERY AVE	Canterbury North Plat G	2,614	\$7,163	Yes		Approved for sale between the south lot line and the District Facilities Easement. Encroachment has already occurred. Minor amount of grass in the facilities easement. Trail corridor to the east needs to be preserved.



Dorian & Kimberly Carroll	6709 W AVERY AVE	Canterbury North Plat G	3,485	\$9,551	Yes		Approved for sale between the south lot line and the District Facilities Easement. Trail corridor to the west needs to be preserved.
Blake Tingey	6749 W CANTERBURY DR	Canterbury North Plat G	2,178	\$5,969	Yes		Approved for sale between the south lot line and the District Facilities Easement. Fence present.
David & Tarra Anderson	6765 W CANTERBURY DR	Canterbury North Plat G	3,049	\$8,357	Yes		Approved for sale between the south lot line and the District Facilities Easement. Encroachment has already occurred. Minor amount of grass in the facilities easement. Trail corridor to the east needs to be preserved.
Zach Eastman	6134 Lausanne St	Chamberry Fields Plat C	1,398	\$3,833	No	Waterline in larger parcel to the west of request	Subject to verification by staff
Allen & Ashlie Anderson	6337 W Bull River Rd	Dry Creek Bench	1,307	\$3,582	Yes		New home buyer wants to square his property with existing landscaping but no closer than 5 ft to trail
Michael Speer	11832 N 6260 W	Highland Hills Plat B	2,614	\$7,163	Mostly no		Approved Corner to corner
Carl Olson	6228 APOLLO WY	Highland Hills Plat C	1,307	\$3,582	Yes	City Sprinklers	A sprinkler/landscaping plan needs to be approved by the Parks Superintendent before purchase. The 5 purchases are all or nothing.
Kelly & Kandyce Coston	6242 APOLLO WY	Highland Hills Plat C	1,742	\$4,775	Yes	City Sprinklers	A sprinkler/landscaping plan needs to be approved by the Parks Superintendent before purchase. The 5 purchases are all or nothing.
Eric & Somprattana Clifford	6254 W APOLLO WY	Highland Hills Plat C	1,307	\$3,582	Yes	City Sprinklers	A sprinkler/landscaping plan needs to be approved by the Parks Superintendent before purchase. The 5 purchases are all or nothing.
Kent Savage	6264 W APOLLO WY	Highland Hills Plat C	1,307	\$3,582	Yes	City Sprinklers	A sprinkler/landscaping plan needs to be approved by the Parks Superintendent before purchase. The 5 purchases are all or nothing.
SS PROPS 10 LLC	6272 W APOLLO WY	Highland Hills Plat C	2,178	\$5,969	Yes	City Sprinklers	A sprinkler/landscaping plan needs to be approved by the Parks Superintendent before purchase. The 5 purchases are all or nothing.
Kris & Jamie Johnson	11869 N Cyprus Dr	Mercer Hollow	3,485	\$9,551	No		
Ron & Anita Wells	40105 W PARK CIR	View Pointe	6,534	\$17,908	No		Can close after the survey, title company, and purchase agreement are taken care of. If they choose not to purchase, they have 1 year to remove encroachment OR if the Council has come up with a leasing option, they can lease the land.
Amber & Jack Wheelchel	4031 W PARK CIR	View Pointe	3,485	\$9,551	No		Can close after the survey, title company, and purchase agreement are taken care of. If they choose not to purchase, they have 1 year to remove encroachment OR if the Council has come up with a leasing option, they can lease the land.
Rhett Crowninshield	4043 W PARK CIR	View Pointe	7,405	\$20,295	No		Can close after the survey, title company, and purchase agreement are taken care of. If they choose not to purchase, they have 1 year to remove encroachment OR if the Council has come up with a leasing option, they can lease the land.
Nickolas & Erin Bayless	4055 W PARK CIR	View Pointe	6,098	\$16,714	No		Can close after the survey, title company, and purchase agreement are taken care of. If they choose not to purchase, they have 1 year to remove encroachment OR if the Council has come up with a leasing option, they can lease the land.
James & Kerry Bradshaw	4065 W PARK CIR	View Pointe	3,920	\$10,745	No		Can close after the survey, title company, and purchase agreement are taken care of. If they choose not to purchase, they have 1 year to remove encroachment OR if the Council has come up with a leasing option, they can lease the land.



Gary & Ann Gardner	4077 W PARK CIR	View Pointe	2,178	\$5,969	No		Can close after the survey, title company, and purchase agreement are taken care of. If they choose not to purchase, they have 1 year to remove encroachment OR if the Council has come up with a leasing option, they can lease the land.
Derek & Melissa Adams	4087 W PARK CIR	View Pointe	1,742	\$4,775	No		Can close after the survey, title company, and purchase agreement are taken care of. If they choose not to purchase, they have 1 year to remove encroachment OR if the Council has come up with a leasing option, they can lease the land.
JT Resources	4099 W PARK CIR	View Pointe	5,663	\$15,520	No		Can close after the survey, title company, and purchase agreement are taken care of. If they choose not to purchase, they have 1 year to remove encroachment OR if the Council has come up with a leasing option, they can lease the land.
Preston & Charmayne	4119 W VIEW POINTE DR	View Pointe	1,307	\$3,582	Yes		Submitted plan with 4 neighbors for devision of the triangle.
Emily Rose	4131 W VIEW POINTE DR	View Pointe	4,792	\$13,132	Yes		Submitted plan with 4 neighbors for devision of the triangle.
Casey & Tammy Waldon	4141 W VIEW POINTE DR	View Pointe	4,356	\$11,938	Yes		Submitted plan with 4 neighbors for devision of the triangle.
Peter & Penney Kilger	4171 W PARK DR	View Pointe	5,227	\$14,326	Yes		Submitted plan with 4 neighbors for devision of the triangle.
Andrew & Rebekah Clark	4181 W PARK DR	View Pointe	2,178	\$5,969	Yes		Submitted plan with 4 neighbors for devision of the triangle.
Chris & Sandi Howe	4194 Elk Cove Cir	View Pointe	1,742	\$4,775	No		extra request ok but go due north
Roger Mickelsen	5488 W Kensington Cir	Windsor Meadows	10,454	\$28,652	Yes		two property owners that don't intend to buy have one year to purchase.
Larinda & Jeff Harvey	5498 W Kensington Cir	Windsor Meadows	7,841	\$21,489	Yes		two property owners that don't intend to buy have one year to purchase.
Brad & Kristie Smith	5508 W Kensington Cir	Windsor Meadows	4,356	\$11,938	Yes		two property owners that don't intend to buy have one year to purchase.
Carolyn Smith	5524 W Kensington Cir	Windsor Meadows	2,614	\$7,163	Yes		Did not specifically request but council agreed to surplus and give owner a 1 year time period to purchase.
Patricia Kouba	5538 W Kensington Cir	Windsor Meadows	1,742	\$4,775	Yes		Did not specifically request but council agreed to surplus and give owner a 1 year time period to purchase.
Lee & Rebecca Howard	5552 W Kensington Cir	Windsor Meadows	871	\$2,388	Yes		Explore doing a property swap to get a 5 ft separation from the trail.
Steve & Heidi Rock	11339 N 5835 W		4,792	\$13,132	No	Sewer Line	The city has a portion of a parcel on the NE side of this property that the council made eligible to purchase. There were would need to be a sewer line easement granted. This was staff/council driven not adjacent owner driven.
Chris & Jaqueline Howden	11366 N 6000 W		0	\$0	No		See property associated with : 5876 W 11350 N ST
Twin Peaks Property Holding LLC	5876 W 11350 N ST		5,227	\$14,326	No		This property owner has expressed interest in the city property to the west. This is the end of a trail corridor the remainder of which has been sold. Chris Howden has expressed interest in it. Additionally, the north end of the city property would fit with Todd & Katherine Guymon's property. All three owners should be approached before selling this.
Todd & Katherine Guymon	5913 Quail Creek Lane		0	\$0	No		See property associated with : 5876 W 11350 N ST





CITY COUNCIL AGENDA REPORT ITEM #6

DATE: October 5, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: Mountain Ridge Park *Administrative*

PURPOSE:

The City Council will consider the process for the future construction of Mountain Ridge Park. The City Council will take appropriate action.

BACKGROUND:

The construction plans for Mountain Ridge Park have been completed. Phase 1 of the park includes parking, pickleball courts, a restroom, an all-inclusive playground, and road improvements along 10400 North and 5600 West.

Council Members Bills and Rodela are working on a design plan and fundraising for the all-inclusive playground. They led a work session discussion on the playground at the September 21, 2021, Council Meeting. The purpose of this item to determine the next steps on Mountain Ridge Park.

FISCAL IMPACT:

The fiscal impact will be determined if a contract for construction is awarded. The estimated cost for Phase 1 is \$2.35 million.

ATTACHMENTS:

1. None



CITY COUNCIL AGENDA REPORT ITEM #7

DATE: October 5, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: **DISCUSSION** – Mitchell Hollow Park and Heritage Park Baseball Field Partnership *Administrative*

PURPOSE:

The City Council will review the Mitchell Hollow Park Baseball Field Partnership with a possible expansion to include improvements to the baseball field at Heritage Park. This item is being presented for information and direction only.

BACKGROUND:

On October 20, 2020, the City Council approved a public/private partnership to convert the Mitchell Hollow Baseball Field grass infield to an artificial turf infield and directed staff to draft an agreement with Mr. Chad Christopherson. Further the Council allowed Mr. Christopherson to proceed at his own risk (without an agreement) to meet construction time frames. Ultimately, it was decided that an artificial turf infield was cost prohibitive. The partnership allowed Mr. Christopherson to use the field in exchange for these improvements.

In the May 2021, Mr. Christopherson approached the city regarding converting the grass infield to a high school quality dirt infield. This was communicated with the Council, who were supportive of the project. The equipment from his construction company was also available before needed at the next job site. As a result, Mr. Christopherson was granted permission to begin construction. The Council was informed of the progress of the construction throughout the summer.

Over the summer there has been damage to the field from dirt bikes and kids playing on the infield when it was wet. The infield had to be regraded and repaired. Because of the damage it is being requested that the field be enclosed, and the use potentially restricted. The Council has expressed concern with enclosing and restricting use of the field.

There are several proposed remaining improvements. These include a pitching mound, GPS grading, another layer of special infield dirt, batters eye blackout, fencing, moving the blackout further back (this will allow the field to accommodate different age groups), and a new storage shed. Mr. Christopherson is also willing to add special dirt to the

Heritage Park Fields and do other field improvements. Due to vandalism, there is a reluctance to invest in additional improvements.

A draft agreement has been prepared and distributed. The only change to the agreement from October 2020 is a reduction in the use of the field from 50% of the time to 2-3 times per week from April through August in exchange for improving the field. The April through August time frame is a recent addition and was not included in the distributed agreement.

The biggest impact regarding the delay in the execution of the agreement has been due to the change in school hours which has delayed knowing when the field is needed and further direction from the Council on enclosing the field and restricting access.

ATTACHMENTS:

1. Minutes of the October 20, 2020, Council Meeting
2. Distributed Draft Agreement

HIGHLAND CITY COUNCIL MINUTES

Tuesday, October 20, 2020

Approved November 10, 2020

PRESIDING: Mayor Rod Mann

COUNCIL MEMBERS

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

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.

City Administrator/Community Development Director Nathan Crane stated that they had a baseball field at Mitchell Hollow Park, and it was currently not used, except for occasional warm-ups and pickup games. He had received a phone call from a resident who wanted to improve the area. A resident to the west had reported that they were willing to mow it so that it could be used. The staff wanted the field to be used in a similar fashion to how Heritage Park was used.

A Highland resident named Mr. Christofferson had a proposal where he would replace the infield with artificial turf and maintain the field. In return, he wanted priority use for 50% of the field up to three times a week. He also asked that the City secure the infield to prevent damage. City Administrator/Community Development Director Nathan Crane said that the City would secure the field and extend the existing fencing with an additional 300 feet. The City would also be responsible for reservations, and they would have to work out the details about how to secure reservations. They would also start to charge a fee for use of the field. Mr. Christofferson would also potentially receive a tax write-off for the cost of the transition from the grass that was there now to artificial turf. He estimated that the cost would be about \$80-100,000 and would have to be completed by the end of November.

City Administrator/Community Development Director Nathan Crane asked for initial thoughts and any concerns from the Council and said that he did not know if it would be possible to have this done by the end of November. He said that they also would need to compose a MOU draft on how the use and maintenance of the field would work with Mr. Christofferson. He explained that they did not have a MOU with the Heritage Park field, because Lone Peak had converted the dirt field and had priority use of the field. Mayor Rod Mann clarified that at Lone Peak they did preferential reservations.

Council Member Scott L. Smith asked what the cost to the City would be, and City Administrator/Community Development Director Nathan Crane estimated that it would cost about \$4-5,000 for the chain link fence installation. Council Member Scott L. Smith clarified that it would have to be done by the end of November for Mr. Christofferson to get the tax write-off, and assumed that Mr. Christofferson must already have people ready to work on construction of the field, if he anticipated that he could get it done in such a short amount of time.

Council Member Brittney P. Bills asked what the City's obligation for ongoing maintenance would be and City Administrator/Community Development Director Nathan Crane said that Mr. Christofferson

would be responsible for the infield and the City would only have to mow the outfield, which they currently did.

Council Member Kim Rodela asked if Mr. Christofferson represented a league, and City Administrator/Community Development Director Nathan Crane explained that his use would primarily be for practices. He said he was involved with his kids and had coached teams in the past. City Engineer Todd Trane added that Mr. Christofferson also coached a not-for-profit travel league that his son was on.

Council Member Kurt Ostler asked what the time commitment would be for this, and City Administrator/Community Development Director Nathan Crane said that he had not specifically discussed the length of time that Mr. Christofferson would maintain the field for. He said that the City was in charge and could dictate those terms. Mr. Christofferson would just work with the City and in return they would book the field for him. Council Member Kim Rodela said that they could rent out the field and make revenue for the other 50% of the time when Mr. Christofferson was not using it. City Engineer Todd Trane added that Mr. Christofferson just wanted to book like any other resident, but the City would not charge him. The rest of the time the field could be used for any other person.

Council Member Kim Rodela commented that her kids played at Mitchell Hollow park and field. She thought it was a great baseball field, but it was unusable because it was not well maintained. She wanted to see it be used, and said she was all for it if someone was willing to come in and maintain it.

Council Member Kurt Ostler asked if the infield needed to be updated. City Engineer Todd Trane said that it was on them to remove the grass. He noted that it was amazing that they had a resident who was willing to update and maintain the field. He did note that they would have to figure out a solution as to who would maintain the field once Mr. Christofferson's son was grown. He had some concerns about entirely locking the field, but he felt that they needed to protect the kind of investment that Mr. Christofferson was going to put into it.

Council Member Kurt Ostler asked what the cost of the dirt field would be to the City, and City Engineer Todd Trane said that it was expensive to do it the right way. He anticipated that they would have teams from all over the county that would want to play on the field. Council Member Scott L. Smith said that the City could charge those teams to use the field and voiced his support for the plan.

Council Member Kim Rodela said that since Mitchell Hollow was an open space park, they should consider not charging the residents who lived in that area a fee to reserve the baseball field.

Council Member Kurt Ostler said that they should also see if there were any other offers. He said he was a little nervous that there had been no public comments, and he wanted to make sure that there were no other interested parties or proposals from other companies in regard to the field. Council Member Scott M. Smith pointed out that it was not very likely that there was anyone else who was willing to spend the amount that Mr. Christofferson had offered to, and only want to use the field three times a week in return.

Council Member Kurt Ostler brought up the Lone Peak baseball team, who had been given priority at Heritage Park although they did not maintain the field. He said that Arsenal soccer team had put in a soccer field and maintained it so that the City did not have to do anything, and they had entered into a 10-year agreement with the City.

City Engineer Todd Trane said that it would be an entirely artificial turf, and there would be no dirt on the perimeter of the field. City Administrator/Community Development Director Nathan Crane said that Mr. Christofferson wanted to ensure that the infield stayed smooth.

Mayor Rod Mann said that they needed to make sure that motorized vehicles did not go on the turf. City Engineer Todd Trane agreed, and commented that UVU and BYU had both done their fields with artificial turf and that recently, someone had driven a motorized vehicle on UVU's turf and that had ruined it. He said that they would need to make sure that the field was entirely fenced off and all access was blocked to avoid that from occurring at the Mitchell Hollow field. They would also have to lock the dugout, so if anyone wanted to use the field, they would need to make a reservation. Mayor Rod Mann said that would provide revenue, because right now people used the field without making a reservation and paying for use. City Engineer Todd Trane said that most fields in St. George or Las Vegas fields were all left locked when not in use.

Council Member Brittney P. Bills said that she supported the plan as long as they locked it. She thought that since the field had been vacant for so long, if anyone else had an intended use for it they would have already come to the Council, so she did not think they needed to worry about other potential proposals. She asked if they should still charge the fee to residents of the open space neighborhood.

Assistant City Administrator Erin Wells said that they charged for other open space areas. She referenced Town Center and Wimbleton, which were both open space parks and said that they charged all organized groups for gatherings there, regardless of if they lived in the open space area. Mayor Rod Mann said that was a separate issue, and the only needed to decide if they wanted to allow this or not right then.

Council Member Kim Rodela said she was in favor. She wanted to see the parks used, and thought it was a good opportunity for them to make additional revenue.

Council Member Kurt Ostler asked if the fencing would be problematic in the winter since sledding and ice blocking were popular at that park. Council Member Kim Rodela said that it might be. City Administrator/Community Development Director Nathan Crane said they need to extend the fence that went from the dugout to the outfield. Council Member Kurt Ostler clarified that would be the City's expense to add and maintain the fence.

City Engineer Todd Trane said there were some concerns from the Public Works standpoint. He said that it would be an issue if metal was dropped in the turf, and that turf also got hot and he had heard of people burning their feet from walking barefoot on the turf. He said the main issue to consider was the long-term maintenance of the field after Mr. Christofferson's children outgrew it. Mayor Rod Mann said they could address that in the agreement. He also asked if the ground below the turf was the quality they would need, and City Engineer Todd Trane said that they would have to rework the ground there, and take out some material and bring in red clay.

Mayor Rod Mann said they would need a motion on this item. City Attorney Rob Patterson said they left it open so that it could be a motion if they needed to do it, but it did not say action item specifically. They would need a Council agreement if they wanted to move forward with Mr. Christofferson.

City Administrator/Community Development Director Nathan Crane said they could proceed at Mr. Christofferson's risk. The Council could tell him that they were okay with it, and they could stipulate that he needed to come back to them with a MOU that addressed some of their concerns with longevity. City Engineer Todd Trane said he was okay with that, and he would put together an agreement and bring it back to Council. Council Member Kurt Ostler said that they should include a clause about a renewal period in the agreement. City Engineer Todd Trane said that he would address how long Mr. Christofferson would maintain the field for in the agreement and said that the main thing to consider was if this was a positive thing for Highland residents.

Mayor Rod Mann suggested that they propose a motion, in order to give Mr. Christofferson more comfort. City Administrator/Community Development Director Nathan Crane agreed, and said that if he were about to spend that amount of money then he would want a motion from the Council.

Council Member Scott L. Smith MOVED that the City Council approve instructions to the city staff to draw up an agreement with Mr. Christofferson to establish a public/private partnership regarding the improvement and maintenance on the Mitchell Hollow Baseball field. Council Member Timothy A. Ball SECONDED the motion.

City Administrator/Community Development Director Nathan Crane asked if the Council was okay if Mr. Christofferson moved forward to meet his deadlines, and the Council said they were okay with him doing that at his own risk.

The vote was recorded as follows:

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

The motion passed 5:0.

PARK USE AND IMPROVEMENT AGREEMENT

This Park Use and Improvement Agreement (“**Agreement**”) is entered into between HIGHLAND CITY, a Utah political subdivision (“**City**”) and CHAD CHRISTOFFERSON, an individual, (“**Partner**”), (individually or collectively, “**Party**” or “**Parties**”).

RECITALS

- A. The City owns and maintains the Mitchell Hollow Park, a public park located approximately at 6530 West 10400 North, Highland City (“**Park**”).
- B. Within the Park is a baseball field, which is open to the public (“**Field**”).
- C. Partner desires to improve the Field exchange for certain priority rights to use the Field.
- D. The Parties wish to set forth the terms and conditions by which they will mutually improve, use, and benefit from the Field.

AGREEMENT

Now, therefore, in order to give effect to the recitals above, and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties do agree and covenant as follows:

1. Partner Improvement of Field.

- a. Partner shall cause to be installed a new dirt infield, relocate the backstop, and fencing suitable for sustained public use (“**Improvements**”), [by DATE?], for the improvement of the Field.
- b. Partner shall coordinate with the City regarding timing, access, grading, and other details regarding the method and manner of the installation of the Infield.

2. Use of Field.

- a. Partner shall be entitled to reserve the full and exclusive use of the Field, without paying any fees or charges and with priority over other uses and users, as follows:
 - i. Up to three times per week (Monday through Saturday);
 - ii. Up to a maximum of ? hours per reservation;
 - iii. Partner shall submit the requested reservations/schedule to the City through the City’s normal reservation process or in any other manner agreed to by the City and Partner. (NC – I would like to identify when the dates of the practices will be for each seasons will be determined instead of a blanket statement. If we know at the beginning of the year great. If not lets say something like the first day of each quarter or something like that.)

- b. The City shall be entitled to rent out, lease, reserve, and otherwise use and permit the use of the Field, subject only to the City's discretion, policies, and regulations, provided that such use does not conflict with Partner's rights under this section.

3. Ownership and Maintenance of Field.

- a. The City shall be responsible for all maintenance and upkeep of the Park and Field, provided Partner shall be responsible for cleaning, disposing, and restoring any debris or damage created by the installation of the Improvements and for maintaining the Infield during the term of this Agreement.
- b. Nothing in this Agreement shall transfer, assign, or grant to Partner any ownership interest or property right in and to the Field or the Park.
- c. Nothing in this Agreement shall grant to Partner any right to control or limit the City's or the public's use of the Field and Turf, except as expressly set forth herein.
- d. To the extent permitted by law or contract, any warranty or guarantee regarding the installation, condition, durability, workmanship, or suitability of the installed turf that is granted to or otherwise enforceable by Partner shall be assigned to and enforceable by the City. In the event such warranty or guarantee is not assignable to City, Partner agrees to enforce such warranties and guarantees if necessary.

4. Term of Agreement.

- a. This Agreement shall continue for five years from the date of execution and shall terminate automatically at the end of the fifth year (2025) unless extended as set forth below.
- b. Partner shall have the unilateral right to extend the Agreement by one-year increments, for up to five years, by submitting a written notice of extension to the City on or before November 1 of the year in which the Agreement is to terminate. The first notice shall be submitted on or before November 1, 2025, and each subsequent extension notice shall be submitted on or before November 1 of each year thereafter. In no event shall the Agreement continue beyond ten years.
- c. Upon termination, City shall retain all rights in and to the Turf, Field, and Park, and Partner shall have no further rights or obligations thereto, except as a member of the public.

5. Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned either voluntarily or involuntarily, by operation of law or otherwise, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

6. No Third Parties. The rights, duties, and obligations of this Agreement are for the sole benefit of the Parties, and no third party, other than authorized assignees, transferees, and other successors in interest, has any rights hereunder to enforce the terms of this Agreement.

7. Amendments. This Agreement may not be altered, amended, modified, or otherwise changed in any respect except in a writing executed by all Parties.

8. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and together constitute the same contract whether each Party executes a separate counterpart.

9. **Authority to Execute.** The person executing this Agreement on behalf of each Party hereby represents that he or she has full authority to execute the Agreement and to bind each Party to the terms of this Agreement, and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.
10. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah. Any dispute arising out of this Agreement shall be brought and maintained in Utah State district court, Utah County.
11. **Limitation of Liability.** Neither Party shall be liable to the other Party in any action or claim for loss of profits or revenues, whether direct or indirect, or any indirect, special, consequential, or punitive damages or losses.
12. **Enforcement and Fees.** In any action or proceeding arising out of or related to this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and related costs, including fees and costs incurred prior to formal initiation of an action or proceeding and fees and costs incurred for collecting or attempting to collect any judgment or award.

THE UNDERSIGNED HAVE READ AND HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL WITH RESPECT TO THE FOREGOING, AND HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS.

DATED this ____ day of _____, 2021.

On Behalf of Highland City, Utah

ATTESTED:

Name

Stephannie Cottle, City Recorder

Title

DATED this ____ day of _____, 2021.

On Behalf of Partner, Chad Christofferson



CITY COUNCIL AGENDA REPORT ITEM #8

DATE: October 5, 2021
TO: Mayor and City Council
FROM: Tyler Bahr, Finance Director
SUBJECT: **DISCUSSION:** Ethical Behavior Statement *Administrative*

PURPOSE:

The Council will discuss implementation of an ethical behavior statement as recommended by the State Auditor's Fraud Risk Assessment. This item is being presented for discussion only to fulfill requirements of the State Auditor's Office, formal action will not be taken.

BACKGROUND:

The Utah State Auditor developed a Fraud Risk Assessment that outlines best practices for fraud detection for local governments. The Auditor's office does not require, but recommends that cities do their best to implement these best practices. Cities are required to complete the assessment and present it to the City Council prior to the end of the fiscal year. The report must then be submitted to the State Auditor. In addition, the Utah Local Government Trust (the City's primary insurer) considers completion of the assessment in underwriting. The City's score was not reported to the Trust, simply completion of the assessment.

This Fraud Risk Assessment and the best practices contained therein are different than the internal controls assessment done annually by our auditors. The Assessment is a questionnaire that awards points depending on the City's adherence to the best practices (see attachment). In FY2020, the first year of the assessment, the City received 55 points out of 395 possible, which the assessment classifies as "Very High" risk. In FY2021, staff worked to improve the City's adherence to the recommended best practices, with particular attention to improving separation of duties. As a result, the City's overall score increased to 245, which is classified as "High" risk.

Following the presentation of the FY2021 assessment, both the Highland City Council and Lone Peak Public Safety District Board directed staff to pursue further measures to improve fraud prevention. To this end, the Finance Department has promoted the State's fraud hotline to Council and staff.

In addition, an ethical behavior statement has been prepared to remind the City's elected officials and staff of the ethics standards contained in State and City code including, but not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. The fraud risk assessment recommends that officials and staff acknowledge the ethical behavior statement in writing annually.

Along with promoting the State's fraud hotline, implementing the ethical behavior statement will qualify the City for an additional 40 points on the fraud risk assessment, improving the City's risk level rating from "High" to "Moderate."

RECOMMENDATION:

Staff recommends that the Mayor and City Councilmembers individually sign the Ethical Behavior Statement.

ATTACHMENTS:

1. Completed FY2021 Fraud Risk Assessment
2. Ethical Behavior Statement

Fraud Risk Assessment

Continued

*Total Points Earned: 245/395 *Risk Level:

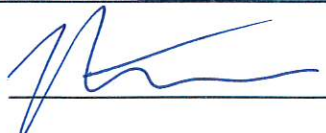
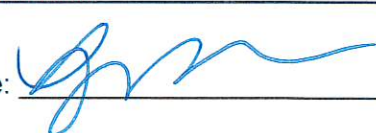
Very Low > 355
 Low 316-355
 Moderate 276-315
 High 200-275
 Very High < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	x	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	x	5
b. Procurement?	x	5
c. Ethical behavior?	x	5
d. Reporting fraud and abuse?		5
e. Travel?	x	5
f. Credit/Purchasing cards (where applicable)?	x	5
g. Personal use of entity assets?	x	5
h. IT and computer security?		5
i. Cash receipting and deposits?	x	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	x	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?		20
7. Does the entity have or promote a fraud hotline?		20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: Highland City

*Completed for Fiscal Year Ending: June 30, 2021 *Completion Date: May 10, 2021

*CAO Name: Nathan Crane *CFO Name: Tyler Bahr

*CAO Signature:  *CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	x			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	x			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	x			
4. Are all the people who have access to blank checks different from those who are authorized signers?			x	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	x			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	x			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	x			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	x			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	x			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	x			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			

* MC = Mitigating Control

Statement of Ethical Behavior

The City of Highland and Lone Peak Public Safety District are committed to fostering ethical behavior among elected officials and employees, consistent with requirements contained in the Utah Code, Municipal Code, and personnel policies.

Officers and employees are directed to review and abide by the [Municipal Officers' and Employees' Ethics Act](https://le.utah.gov/xcode/Title10/Chapter3/10-3-P13.html) (<https://le.utah.gov/xcode/Title10/Chapter3/10-3-P13.html>).

Furthermore, the Highland Municipal Code addresses standards of conduct and conflicts of interest relating to elected officials – see [Highland City Municipal Code 2.04.070](https://highland.municipalcodeonline.com/book?type=ordinances#name=2.04.070_Standards_Of_Conduct;_Conflict_Of_Interest),

https://highland.municipalcodeonline.com/book?type=ordinances#name=2.04.070_Standards_Of_Conduct;_Conflict_Of_Interest.

Employees should also be aware of and adhere to standards of conduct as outlined in the personnel policies for their respective organizations.

Acknowledgement – Required Annually

Print Name

Signature

Date