

**AGENDA**  
**HIGHLAND CITY COUNCIL MEETING**  
**December 3, 2013**

**7:00 p.m. Regular City Council Session**  
Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

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

CALL TO ORDER – Mayor Lynn Ritchie  
INVOCATION – Jessie Schoenfeld  
PLEDGE OF ALLEGIANCE – Scott Smith

**APPEARANCES**

- 1. Time has been set aside for the public to express their ideas, concerns, and comments.**  
*(Please limit your comments to three minutes each.)*

**CITY COUNCIL/MAYOR ITEMS**

- 2. Time has been set aside for the City Council & Mayor to make comments.**

**CONSENT**

- 3. MOTION: Approval of Meeting Minutes for City Council Regular Session – November 19, 2013**
- 4. MOTION: Approval of a Contract with Highland Town Plaza, LLC (WPI) - for the purchase 0.36 acres and a 0.178 acre easement.**
- 5. MOTION: City Council Meetings – 2014 Meeting Schedule**

**ACTION ITEMS**

- 6. MOTION: Alliance with Cedar Hills – Recreation Servicers**
- 7. RESOLUTION: Amending an Interlocal Agreement – North Point Solid Waste Special Service District**
- 8. ORDINANCE: Amending Title 12 of the Highland City Municipal Code – Adding Chapter 12.08, Road Maintenance and Repair**

## COMMUNICATION ITEMS BY MAYOR, CITY COUNCIL & STAFF

*(These items are for information purposes only and do not require action or discussion by the City Council.)*

- Handicap Parking – Scott Smith
- Presentation of Appreciation – **Outgoing Mayor and City Council Members**

## ADJOURN TO A CLOSED EXECUTIVE SESSION

The City Council will recess into a closed executive session for the purpose of discussing

- The purchase, exchange, or lease of real property and reasonably imminent litigation;
- The sale of real property; including any form of water right or water shares;
- The character, professional competence, or physical or mental health of an individual.

Pursuant to Section 52-4-205(1) of the Utah State Code Annotated.

## RECONVENE CITY COUNCIL MEETING

## ADJOURNMENT

### CERTIFICATE OF POSTING

The undersigned duly appointed City Recorder does hereby certify that the above agenda notice was posted in three public places within Highland City limits on this **2<sup>nd</sup> day of December, 2013**. These public places being bulletin boards located inside the City offices and located in the Highland Justice Center, 5400 W. Civic Center Drive, Highland, UT; and the bulletin board located inside Lone Peak Fire Station, Highland, UT. On this **2<sup>nd</sup> day of December, 2013** the above agenda notice was posted at [www.highlandcity.org](http://www.highlandcity.org) and notification sent to local newspapers located in Utah County.

JOD'ANN BATES, City Recorder

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

**If you need a special accommodation to participate in the City Council Meetings,  
please call the City Recorder's Office at least 3 working days prior to the meeting at (801) 772-4505**

MINUTES  
HIGHLAND CITY COUNCIL MEETING

Tuesday, November 19 2013

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

**PRESENT:** Mayor Lynn V. Ritchie, Conducting  
Councilmember Brian Braithwaite  
Councilmember Tom Butler  
Councilmember Tim Irwin  
Councilmember Scott Smith  
Councilmember Jessie Schoenfeld

**STAFF PRESENT:** Aaron Palmer, City Administrator  
Matthew Shipp, Public Work Director/ City Engineer  
JoD’Ann Bates, Executive Secretary/ Recorder  
Nathan Crane, Community Development Director  
Tim Merrill, City Attorney  
Shannon Garlick, Secretary

**OTHERS:**

The meeting was called to order by Mayor Lynn V. Ritchie as a regular session at 6:59 p.m. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Brian Braithwaite and those assembled were led in the Pledge of Allegiance by Jessie Schoenfeld.

**APPEARANCES:**

Lowell Nelson thanked the Council for their four years of service. He stated starting in 2010, the City has stopped going into debt and have begun climbing out of debt. He stated the Council has gone over the budget line by line and cut many expenses. He gave the Council a letter thanking them for their service and encouraged the future Council to continue rising out of debt.

**CITY COUNCIL / MAYOR ITEMS:**

Scott Smith congratulated Mark Thompson, Dennis LeBaron, and Rod Mann for winning the election. He quoted Theodore Roosevelt and expressed his appreciation for his opportunity to serve on the Council.

# DRAFT

1 Brian Braithwaite questioned what the status was on the Open Space Agreement and the real  
2 estate properties.

3  
4 Kasey Wright, City Attorney, replied they have received an opinion letter back from the private  
5 attorney, but are still waiting for an opinion from the private property ombudsman. He stated the  
6 ombudsman informed them he will get back to them mid-December. He stated he will send the  
7 letter from the private attorney to the Council.

8  
9 Nathan Crane stated they have had five showings on the real estate homes and no offers. He  
10 stated one owner is moving out shortly, so the City can replace the carpet and start doing work  
11 inside the home. He stated the realtor believes the price is a little high, based on the condition of  
12 the home, so hopefully the upgrades will help get a better response.

13  
14 Brian Braithwaite questioned what happened with Freedom Elementary and the ADA  
15 compliance issue.

16  
17 Matt Shipp stated he spoke to the principal and the vice principal of Freedom Elementary. He  
18 stated the school district is a separate entity, so the issue lies with school district, and the school  
19 believes they are in compliance. He stated the school stated they have met with a state  
20 representative and had an ADA officer review the parking and claim they are in compliance. He  
21 stated the City will not be striping roads for ADA parking lots, because the City is in  
22 compliance. He stated a letter outlining this information will be going out to the resident with the  
23 concerns.

24  
25 Mayor Ritchie stated he met with a group of middle school children who were doing a career  
26 day. He stated one of their goals was to be a responsible citizen, so he asked them what that  
27 means. He stated the children responded it means to do what you can for your community. He  
28 stated he encouraged them to get involved with the community as they grow older.

## 30 31 **CONSENT:**

32  
33 *MOTION: Approval of Meeting Minutes for City Council Regular Session – October 15, 2013.*  
34 ***Pulled by Tom Butler for future discussion.***

35  
36 *MOTION: Minor Subdivision Approval – Ashford Assisted Living Plat B (4800 W.).*  
37 ***Pulled by Scott Smith for future discussion.***

38  
39 *MOTION: Minor Subdivision Approval – Chapel Meadows Plat B (9600 N. 6000 W.).*

40  
41 *MOTION: Conditional Use Permit Approval – Chapel Meadows Parking Lot Expansion*  
42 *(9600 N. 6000 W.).*

# DRAFT

1 *MOTION: Highland City General Election Canvass – Official Results and Certification.*  
2 *Pulled by Scott Smith for future discussion.*

3  
4 **Items Approved by Consent.**

5  
6  
7 *MOTION: Approval of Meeting Minutes for City Council Regular Session – October 15, 2013.*  
8 **Pulled by Tom Butler for future Discussion.**

9  
10 Tom Butler stated on page 2, line 10 of the minutes, it should read *five* wheelchair accessible  
11 parking stalls. He stated on page 12, lines 21 and 23, the minutes read asphalt builder, but should  
12 read asphalt *contractor*.

13  
14 **Tim Irwin moved the City Council to approve the Meeting Minutes for City Council**  
15 **Regular Session – October 15, 2013 as amended.**

16  
17 **Scott Smith seconded the motion.**

18 **Unanimous vote, motion carried.**

19  
20 *MOTION: Minor Subdivision Approval – Ashford Assisted Living Plat B (4800 W.).*  
21 **Pulled by Scott Smith for future discussion.**

22  
23 Scott Smith asked for an update on the Ashford Assisted Living Center. He stated he hears a lot  
24 of complaints from the neighbors that are impacted by the upcoming center, and stated it is a big  
25 building for such a small area. He mentioned he has also heard complaints regarding another two  
26 story building going in here as well. He stated the Council is just approving a zone change, but  
27 asked for an update on the Assisted Living Center, and questioned if things are going as planned.

28  
29 Nathan Crane stated the Conditional Use Permit was granted last year after the Development  
30 Code was amended to accommodate the expansion of the Ashford Assisted Living Center. He  
31 stated the City will be doing site inspections to ensure they comply with the approved site plan.  
32 He stated as far as landscaping goes, their request is to rezone Lot 2, to allow a two story office  
33 building that is under review by the Planning Commission. He stated it will then be forwarded to  
34 the Council for discussion and action.

35  
36 Scott Smith questioned if there are plans to change the fence requirement.

37  
38 Nathan Crane stated their proposal covers two areas. He stated one is on the north end, and the  
39 City has asked for input from Lots 1-4 to see what they would like to have happen. He stated  
40 they are also requesting a change on the south end which would be part of a Development Code  
41 amendment, so the Council would need to make a decision on that amendment.

# DRAFT

1 **Tom Butler moved the City Council to accept the findings and approve Case FP-13-07,**  
2 **request for a Minor Subdivision Approval for the Ashford Assisted Living Plat B.**

3  
4 **Brian Braithwaite seconded the motion.**

5 **Those voting Aye: Tom Butler, Brian Braithwaite, Tim Irwin, Jessie Schoenfeld.**

6 **Those voting Nye: Scott Smith.**

7  
8 **MOTION: Highland City General Election Canvass – Official Results and Certification.**

9 **Pulled by Scott Smith for future discussion.**

10  
11 Scott Smith questioned why there was not a line placed in the official election results that  
12 summarizes the total ballots cast on Election Day, the provisional ballots, and the absentee  
13 ballots. He stated a person would have to add them all up to figure out where the 32% came  
14 from, so it would be easier to just have them each listed, and make it clearer for residents.

15  
16 JoD'Ann Bates stated this is just the form of official results the City has used over the years.

17  
18 Mayor Ritchie stated he was confused as well, and having that total on the official results would  
19 make it easier to understand.

20  
21 JoD'Ann Bates stated yes, she could change add that to the results form.

22  
23 **Scott Smith moved the Council to approve the Highland City General Election Canvass –**  
24 **Official Results and Certification.**

25  
26 **Tim Irwin seconded the motion.**

27 **Unanimous vote, motion carried.**

28  
29  
30 **ACTION ITEMS:**

31  
32 **PUBLIC HEARING/ORDINANCE: Amending Chapter 3, Article 7 of the Highland**  
33 **Development Code – Political Signs.**

34  
35 **BACKGROUND:** Nathan Crane stated the public hearing is a follow up to the Council's  
36 direction for political signs back in July-August. He stated the proposal is to replace all of the  
37 existing regulations and consolidate the location in one section of the Temporary Sign  
38 Ordinance, Section 3-712. He stated the Planning Commission considered the proposal at their  
39 last public hearing and added Items E and F as their recommendation. He explained Item E was  
40 added because a Commissioner was concerned a resident could place a candidate or issue sign in  
41 a park strip in front of a home that the homeowner does not support. He stated technically it  
42 could not be removed, because it was City property. He stated Item F was added for clarification,  
43 and stated the Council needs to look at the size and the length of time to display and take down.

# DRAFT

1 Scott Smith questioned what a clear vision triangle was and how the candidates will know what  
2 that is.

3  
4 Nathan Crane stated it will be included in the candidate packet. He stated a clear vision triangle  
5 is a clear vision area depending on the road, or the corners of intersections that will not impede  
6 vision. He stated it is a metaphorical triangle forty feet from the curb on both ways of the  
7 intersection.

8  
9 Mayor Ritchie opened the Public Hearing at 7:19 p.m.

10  
11 Hearing no comments, Mayor Ritchie closed the Public Hearing.

12  
13 Brian Braithwaite questioned if the park strip was City property or just an easement.

14  
15 Nathan Crane stated it is City property because it is a right of way.

16  
17 Brian Braithwaite stated the residents probably see it as their property and should be allowed to  
18 act as if it were. He stated the wording should reflect a way that would allow residents to remove  
19 the sign in front of their home if they would like. He stated he would not like staff to feel like it  
20 would be something they would have to police.

21  
22 Nathan Crane stated it is just a recommendation from the Planning Commission and it is the  
23 Council's decision if they would like to leave that Item in the Ordinance.

24  
25 Tim Irwin mentioned he was at the Planning Commission and stated the reasoning was that a  
26 candidate could place a sign in front of a resident's home, which that resident did not support. He  
27 stated Nathan Crane mentioned the property owner could remove the sign.

28  
29 Brian Braithwaite stated he believes the resident has a right to pull the sign out. He stated he  
30 does not believe there should be anything in the Code that discourages the homeowner from  
31 removing the sign or encourages a candidate who believes they could get away with it and have  
32 some enforcement.

33  
34 Tom Butler stated the Council could either strike the Item, or Item E could read, Political signs  
35 shall not be permitted in the park strips directly in front of the home without the homeowner's  
36 permission, and if placed, the sign may be removed by the homeowner, in order to avoid future  
37 disputes.

38  
39 Scott Smith stated he agrees with Tom's amendment and Brian's concerns, because candidates  
40 may unknowingly place their signs in the park strips, and this allows the homeowner to remove  
41 the sign.

# DRAFT

1 Tom Butler questioned if this change will eliminate Section 3-704.5 General Regulations from  
2 the Temporary Sign Ordinance.

3  
4 Nathan Crane replied yes, it would.

5  
6 **Tom Butler moved the City Council to approve the Ordinance amending Chapter 3, Article**  
7 **7 of the Highland Development Code – Political Signs with the amendment to Item E**  
8 **reading, Political signs shall not be permitted in park strips directly in front of the home**  
9 **without the homeowner’s permission, and if placed, the sign may be removed by the**  
10 **homeowner.**

11  
12 **Scott Smith seconded the motion.**

13 **Those voting Aye: Jessie Schoenfeld, Scott Smith, Brian Braithwaite, Tom Butler, Tim**  
14 **Irwin**

15 **Unanimous vote, motion carried.**

16  
17  
18 COMMUNICATION ITEMS BY MAYOR, CITY COUNCIL & STAFF

- 19  
20 • Certificate of Recognition – Mayor Ritchie

21  
22 BACKGROUND: Mayor Ritchie stated the City received a request from the Governor’s Office  
23 to look through City regulations and list things the City has done to reduce regulations inhibiting  
24 businesses from locating to Highland. He stated Nathan Crane made the list and it was sent to the  
25 Governor’s Office. He stated he went to the first recognition meeting held by the Governor, and  
26 the Governor presented this certificate to the City as a business friendly community. He stated  
27 they are working on it throughout the State and are trying to bring in more cities. He stated the  
28 Governor would like the cities to continue to be business friendly.

29  
30 Tim Irwin questioned what the definition of a business friendly community is.

31  
32 Mayor Ritchie replied it is a community that has looked through their regulations and Ordinances  
33 to see where they have done things to make the City more friendly and welcoming to businesses.  
34 He stated for example, Highland listed the change in mixed use identification for properties.

35  
36 Nathan Crane commented the City also added economic development, streamlining the  
37 Development Review process, community review, and identifying sites for future economic  
38 development.

39  
40 Mayor Ritchie explained the Governor cited specific cases where businesses chose to come to  
41 Utah over other states, because of the friendly communities the businesses have found here. He  
42 stated one of the main things is the quality of employees they are finding in the State of Utah and

# DRAFT

1 many businesses are relocating here. He stated it was a great recognition for the City and a great  
2 honor.

3  
4 Scott Smith stated three years ago the City approved a Walgreens. He stated there was an issue  
5 with the property and asked Nathan Crane for an update on that issue.

6  
7 Nathan Crane replied the property went through foreclosure, and was a process that went to one  
8 owner and then through litigation the property went back to the original owner. He stated  
9 Walgreens may still be interested. He explained he met with the developer six to eight weeks  
10 ago, and he was concerned with the existing blue laws. He stated the City has not heard from  
11 them since then.

12  
13 Scott Smith stated Walgreens was willing to come before with the foreclosure issue and asked  
14 what changed.

15  
16 Nathan Crane replied that is just what he heard from the developer. He explained the developer  
17 stated they still have a lease there, but it is still in litigation finalization.

18  
19 Scott Smith clarified it is the developer concerned with the blue laws and not Walgreens.  
20  
21

## 22 ADJOURN TO A CLOSED EXECUTIVE SESSION

23  
24 Mayor Ritchie indicated there was no need to hold an Executive Session at this time.  
25  
26

## 27 ADJOURNMENT

28  
29 **MOTION: Tim Irwin moved to adjourn.**

30  
31 **Scott Smith seconded the motion.**

32 **Unanimous vote, motion carried.**  
33  
34

35 Meeting adjourned at 7:30 p.m.  
36  
37  
38

39 \_\_\_\_\_  
JoD'Ann Bates, City Recorder

40  
41 Date Approved: December 3, 2013

<p style="text-align: center;"><b>HIGHLAND CITY CITY COUNCIL MEETING DECEMBER 3, 2013</b></p>			
<b>REQUEST:</b>	<b>MOTION:</b> Approval of a Contract with Highland Town Plaza, LLC (WPI) for the purchase 0.36 acres and a 0.178 acre easement. The site is known as the Highland Water Company Building.		
<b>APPLICANT:</b>	Highland City Council and WPI		
<b>FISCAL IMPACT:</b>	Increase in sales and property tax revenues		
<b>GENERAL PLAN DESIGNATION</b>	<b>CURRENT ZONE</b>	<b>ACREAGE</b>	<b>LOCATION</b>
Mixed Use	Town Center Commercial Retail	0.36	East of the southeast corner of 5600 West and Timpanogos Highway (SR92)

**BACKGROUND:**

The City Council held a public hearing on July 17, 2013 and a public meeting on October 2, 2012 and adopted Resolution R-2012-15 declaring 0.538 acres for disposal (Attachments A and B). The site is the current location of the Highland Water Company building. In addition, the Council adopted Resolution R-2012-16 stating that fifty percent of the property and sales tax generated from the development of the 3.0 acre retail center (Meiers Meats and Fine Foods) would be allocated to the culinary water fund until such time as the cost of the Highland Water Company property (0.538 acres) and building have been reimbursed (Attachment C).

The City currently owes WPI \$637,834.95 for the cost of infrastructure improvements in the Highland Town Center. These monies are collected through the exaction fee charges. The intent of the sale was to offset the amount of money owed to WPI.

An appraisal of the property was completed in July of 2012. The appraised value of the property was \$12.10 per square foot.

In December 2004, the City Council approved a site plan for the development of a 3.0 acre shopping center. The property was incorporated into the approved site plan. Meiers Meats and Fine Foods is the anchor of the development. The site also included three pads totaling an additional ± 11,600 square feet of retail/commercial space (Attachment C). Users and construction time frames for the pads have not been identified. The property will be developed by WPI.

**DISCUSSION:**

1. Approval of the contract will complete the previous Council actions. Due to the pending completion of Meiers, in mid-November, WPI approached staff requesting approval of a contract to purchase the 0.36 acres of property. In addition, an access easement is proposed on 0.178 acres (Attachment F) of property in which the City will retain ownership. This is being done to address UDOT access requirements. The easement does not reduce the purchase price discussed in October of 2012. The easement will be for access and landscaping.
  
2. The proposed purchase price of the property is \$300,000 which is \$12.80 per square foot including the easement and \$19.13 per square foot excluding the easement. The purchase price

will reduce the amount of money owed to WPI to \$337,834.95. The terms of the contract include:

- Compliance with the City and State wellhead protection regulations.
  - An allowance of up to one year is allowed for storage of the City's equipment.
  - Buyer will be responsible for all costs associated with any utility locations.
  - An easement is provided for access to the City's well site.
  - City administrative approval of the site design is required.
3. Under the previously approved resolution, that fifty percent of the property and sales tax generated from the development of the 3.0 acre retail center will be allocated to the culinary water fund until such time as the cost of the property and building have been reimbursed.

**RECOMMENDATION AND PROPOSED MOTIONS:**

I move that the City Council **APPROVE OR DENY** the contract.

**ATTACHMENTS:**

- Attachment A – Summary Minutes of the July 17, 2012 and October 2, 2012 City Council Meetings
- Attachment B – Resolution R-2012-15 Declaring Surplus Property for the Purposes of Disposal
- Attachment C – Resolution R-2012-16 Allocating Future Sales and Property Tax Revenue to the Culinary Water Fund
- Attachment D – Approved Site Plan
- Attachment E – Proposed Real Estate Purchase Contract
- Attachment F – Parcel Configuration

**EXCERPT HIGHLAND CITY COUNCIL MINUTES  
RELATING TO THE PURCHASING OF THE HIGHLAND WATER COMPANY BY WPI**

**July 17, 2012 City Council Meeting**

PRESENT: Mayor Lynn V. Ritchie  
Councilmember Brian Braithwaite  
Councilmember Tom Butler  
Councilmember Tim Irwin  
Councilmember Jessie Schoenfeld  
Councilmember Scott L. Smith

PUBLIC HEARING AND RESOLUTION – Declaring Surplus Property for the Purposes of Disposal (0.54 acres located east of the southeast corner of 5600 West and Timpanogos Highway) (Agenda Item 7)

John Park outlined a request that the City Council declare the property as surplus, hold a public hearing, and authorize disposal of 0.54 acres of land located east of the southeast corner of 5600 West and Timpanogos Highway. The property was acquired when the City purchased the Highland Water Company. There is an existing building on the property which is used for storage of park maintenance equipment. There are no utilities other than culinary water that serve the building. The city is required to receive fair market value for the property. An appraisal of the property was completed in July of 2012. The appraised value of the property is \$12.10 per square foot. John Park indicated the City Council can change its mind at a later date if it determines not to get rid of the property. He noted the City is required to get fair market value for the property under State law. He stated the City Council could adjourn to a closed session to discuss the matter.

**\*\*Mayor Ritchie opened the public hearing at 10:11 p.m.\*\***

David Checkette asked where the equipment that was currently stored in the building would go. John Park stated that would have to be a big consideration before the property was surplus.

Mark Thompson said the City Council keeps doing this kind of stuff and saying it will make a little money. He thinks the building should be kept and the history of the Highland Water Company should be written there. He asked if the City Council is really going to be able to replace the storage facility with the amount of money it would get. He noted there are many

utilities running through there. He stated the City has an obligation to put money from the sale back into the water fund based on agreements from the sale of the Highland Water Company. He stated the very money that should be sitting in the water fund to ensure a years operating cost for the drinking water system gets syphoned off somewhere else, such as the \$1 million that was generated from the gravel pit. He does not feel this situation has integrity. When the water company was transferred to the City it was determined resources would be kept in the drinking water system so rates would not have to be raised.

**\*\*Mayor Ritchie closed the public hearing at 10:14 p.m.\*\***

Brian Braithwaite agreed the building is full of storage and finding a new location and costs would need to be addressed. Based on the information he has currently, he does not think it makes sense to move the equipment. He stated the funds should go right back into the water fund.

Mayor Ritchie noted the gravel pit money did go into the Pressurized Irrigation fund and financed operations for approximately two years. He is not sure it has been determined where this money would go. John Park said this situation is very complicated.

Mr. Thompson said it was never anticipated that the funding would go into the Pressurized Irrigation fund or any water service. He understood the discussion to be that the assets of the company at the time it was turned over would go to maintain a low cost drinking water system.

Mayor Ritchie agreed, stating he made that comment in a meeting held at the Jr. High.

Tom Butler asked what is stored in the building and if Mark Thompson would provide a brief history of the water company and its transfer.

Matt Shipp indicated the building stores mostly lawn maintenance equipment and a generator set. There is not adequate storage in other City buildings and another structure would have to be built if this building were sold.

Mark Thompson stated for a number of years there was talk about consolidation of facilities and equipment. The HWC building itself it was the most centrally located area to build on that was already industrial in nature because of the substation there. The water company has a building on 5600 West, however it was being used by the fire department for office space until a new fire department could be built. Therefore the building along SR-92 was built. He does not see how the sale could generate enough money to justify tearing it down. He said the cell towers in the areas have to be addressed as well as source protection. He does not see the value of it.

**MOTION: Tom Butler moved to continue the item so that it could be discussed in executive session. Scott Smith seconded the motion. Those voting aye: Brian W. Braithwaite, Tom Butler, Tim Irwin, Jessie Schoenfeld, and Scott Smith. The motion passed with a unanimous vote.**

**October 2, 2012 City Council Meeting**

PRESENT: Mayor Lynn V. Ritchie  
Councilmember Brian Braithwaite  
Councilmember Tom Butler  
Councilmember Tim Irwin  
Councilmember Jessie Schoenfeld  
Councilmember Scott L. Smith

RESOLUTION 2012-15: Declaring Surplus Property for the Purposes of Disposal (0.54 acres of land located east of the southeast corner of 5600 West and Timpanogos Highway).

RESOLUTION 2012-16: Allocating Future Sales Tax Revenue to the Culinary Water Fund

Chapter 2.44 Disposal of Real Public Property of the Municipal Code regulates the disposal of property. The first step in the process is for the City Council to declare the property surplus by resolution. Once the property has been declared as surplus, the City Council must hold a public hearing. Notice of the public hearing has to be provided in the newspaper and City Utility Newsletter. An appraisal of the property is also required. After the public hearing and appraisal the property may be sold through public auction, bid, Utah State Division of Surplus Property or other method designed in the best interest of City residents and produce a fair return.

A public hearing was held on this item on August 7, 2012. Staff is requesting that the City Council declare the property as surplus, and authorize disposal of 0.54 acres of land located east of the southeast corner of 5600 West and Timpanogos Highway. The property was acquired when the City purchased the Highland Water Company. There is an existing building on the property which is used for storage of park maintenance equipment. There are no utilities other than culinary water that serve the building.

The city is required to receive fair market value for the property. An appraisal of the property was completed in July of 2012. The appraised value of the property is \$12.10 per square foot.

The site was acquired with the purchase of the Highland Water Company. If the property is sold the sale price will be offset by the cost to build sites for the storage of park and other

maintenance equipment. As a result, staff is proposing to allocate fifty percent of the sales tax revenue generated to the culinary water fund until the purchase price of the site is recouped if the property is sold and developed for a retail use. Staff is also proposing that the site include the 2.52 acres currently owned by Highland Town Plaza located immediately east of the property to be sold. This will decrease the amount of time needed to reimburse the Culinary Water Fund.

Brian Braithwaite indicated he talked with Department of Drinking Water trying to get up to speed on rules and regulations. The City has a source protection plan in place. He asked if the City had to become a chlorinated facility how it would function. The State indicated it would be difficult because systems are feeding together, etc.

Discussion took place about well protection zones and source protection.

Brian Braithwaite stated his neighbor Ed Bunker has had a landscaping business for years and he asked about trailering vs. storing equipment. He didn't seem to think there was much sense in creating storage areas because the trailering will occur anyway and it makes more sense to him to have it centrally located. He asked why it would be better to do away with the storage area.

Matt Shipp stated there is less road time on the heavy equipment when stored at buildings. The big mowers are meant to drive on grass. They are ridden to locations and not loaded up. He stated there still could be some trailering but the idea is to put equipment in some of the areas that are centrally located to larger parks. He stated if the City Council doesn't want to proceed that way he is not married to the idea.

John Park stated this should not be an issue for this discussion on the surplus property. The issue should be what is the highest and best use of this property?

Scott Smith said this area is a gateway of the city and the change would beautify the area. As long as they make sure the culinary water fund is reimbursed he is supportive. He stated the Highland Water building probably doesn't give the City the face it wants for Highland. People are interested in economic development and have said to keep the commercial development in the Town Center. This would do that.

Tom Butler asked John Park to review the property lines and layout of the building. He also asked about the landscaping setback. John Park said that is something they would work with the developer on because they would prefer to not have landscaping there.

Brian Braithwaite asked the position of the Water Board. John Park stated he does not think it is a water board issue as long as the wellhead is protected. Brian Braithwaite stated part of his

issue is that he is not an expert and he is having to do a lot of research on the issue and the water board has a lot of expertise on this issue. He does not even know all the questions to ask. He would like a recommendation from people that have expertise on the issue. He asked why the Board exists if it's not to get advice on things like this.

Mayor Ritchie asked Mark Thompson if this was discussed at the last water board meeting. Mr. Thompson stated there was no recommendation given. He noted the property to the East there was an agreement signed on that property in the beginning. Mark Thompson stated the City is amending the plan that was submitted to the State. The plan is revisited and he really thinks they need to be advised.

Brian Braithwaite noted the sales tax revenue is estimated at \$90,000 per year for the entire site.

**MOTION: Scott Smith moved to adopt Resolution 2012-15: Declaring property surplus and authorizing disposal as long as the plan meets the 100 foot radius, and maintains the agreement with UP&L and the State Water Resources. Jessie Schoenfeld seconded the motion.**

**MOTION TO AMEND: Brian Braithwaite moved to amend the motion to make approval contingent on satisfactory approval from the Water Board. If the Water Board is not favorable the issue will come back before the City Council. The motion died for lack of a second.**

John Park stated the original motion is to surplus the property and the City Council will have to agree to a contract in the future at which time those details will be ferretted out.

Scott Smith said this has been a good building and an integral part of the water company. If through the process, the City follows the agreements he has a hard time understanding why a nice commercial building would be more of a detriment than a maintenance building that houses equipment with gasoline, etc. He stated he has been impressed with things that have been designed and worked through with Mr. Crane.

Tim Irwin stated the costs of the buildings tend to get exaggerated. The \$300,000 concerns him a bit. John Park stated staff has thought about that a lot but there are a lot of variables. It will depend on the design standards and location.

Brian Braithwaite expressed concern that the City does not have a clear plan on what this will be or where it is going. He said he does not disagree with Scott Smith's statement if it is better for the property he has no problem. He disagrees that the Water Board shouldn't be used and thinks that there is their function.

Tim Irwin stated he thinks he understood from Mark Thompson that the Board didn't seem to have a concern. Mark Thompson said one of the concerns in the April meeting was buying additional property around the well sites because of the possibility of chlorinating water in the future. Matt Shipp stated the comment was made relative to the lower zone. He said the main concern it just to reaffirm to the State that the plan is being altered from what was originally submitted.

Mayor Ritchie repeated the question on whether the Board had any concerns beyond the State agreement. Mr. Thompson stated the other comments were not significant much

John Park reiterated this is simply the process to surplus. Any final items would be a part of the contract. The City has already talked to one developer that is interested and would meet all the requirements from State and local authorities.

Scott Smith called the question.

Tom Butler stated he had more questions. He asked specifics of mixing chlorine. Tom Butler said the property to the South is all owned by Toscana and John Park agreed. Tom Butler asked how many square feet would be necessary to house equipment. Matt Shipp stated the whole thing is full, so the same amount would be needed for storage which is approximately 3,800 square feet. Tom Butler asked how much space could be used in the building along 5600 West or the building at the mouth of the canyon. Matt Shipp stated the 5600 West building does not have room, and there would be a lot of shuffling to put the equipment in two bays at the shop as a temporary solution.

Tom Butler asked if it is feasible to hold back a little bit on the width. John Park stated Westfield has agreed to work with the City and may not need the whole width. Tom Butler reiterated that whatever contract would be done would be subject to State approval. John Park concurred and added the City Council would approve as well.

**Mayor Ritchie called for a vote on the motion. Those voting aye: Tom Butler, Tim Irwin, Jessie Schoenfeld, and Scott Smith. Those voting nay: Brian Braithwaite. The motion carried with a majority vote of 4:1.**

**\*\*Mayor Ritchie recessed the meeting at 9:30 p.m. The meeting reconvened at 9:45 p.m.\*\***

Mayor Ritchie indicated the resolution on the sales tax would be discussed.

Scott Smith stated it is critically important to uphold this understanding whether it was a written agreement or not. He asked if the formula should be changed.

General discussion took place about the water fund reimbursement from sales tax. Brian Braithwaite stated he thinks seven years is reasonable considering it is the best guess. After further discussion consensus was to contribute both property tax and sales tax at 50%. Lynn Ruff stated it is an accounting nightmare but it could be done. The City just have to remember to compute the city's portion. He said the sales tax portion is really easy to do, it's the sales tax part that is complicated.

**MOTION: Tim Irwin moved to adopt Resolution 2012-16: Allocating Future Sales Tax Revenue and Property Tax Revenue to the Culinary Water Fund with 50% of the sales tax revenue and 50% of the property tax on this total development as outlined on Exhibit A of the Resolution, until the amount due the water fund on sale of the building is paid off. Brian Braithwaite seconded the motion.**

John Park asked if the City Council wants the City to pay the increase on property tax. It was clarified it is 50% of the total, whatever that is.

**Those voting aye: Brian W. Braithwaite, Tom Butler, Tim Irwin, Jessie Schoenfeld, and Scott Smith. The motion passed with a unanimous vote.**

**RESOLUTION NO. R-2012-15****A RESOLUTION OF HIGHLAND CITY, UTAH  
DECLARING SURPLUS PROPERTY FOR THE  
PURPOSES OF DISPOSAL**

WHEREAS, the Highland City Council and Utah Code has established a process of disposing of surplus property, and

WHEREAS, the Highland City Council has been made aware of real property located east of the southeast corner of 5600 West and Timpanogos Highway (SR92) that is no longer needed for City purposes.

NOW, THEREFORE be it resolved by the City Council of Highland City that the REAL PROPERTY located East of the southeast corner of 5600 West and Timpanogos Highway (SR92), specifically outlined and incorporated as Exhibit "A" is hereby declared surplus property and the City Council hereby authorizes the City Administrator to dispose of the above-mentioned property following State Code and City policy.

This resolution shall take effect immediately upon passage.

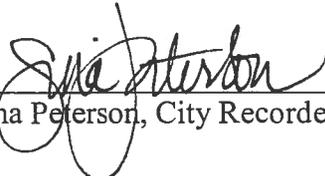
ADOPTED by the City Council of Highland City, Utah, this 2<sup>nd</sup> day of October 2012.



HIGHLAND CITY, UTAH

  
Lynn V. Ritchie, Mayor

ATTEST:

  
Gina Peterson, City Recorder

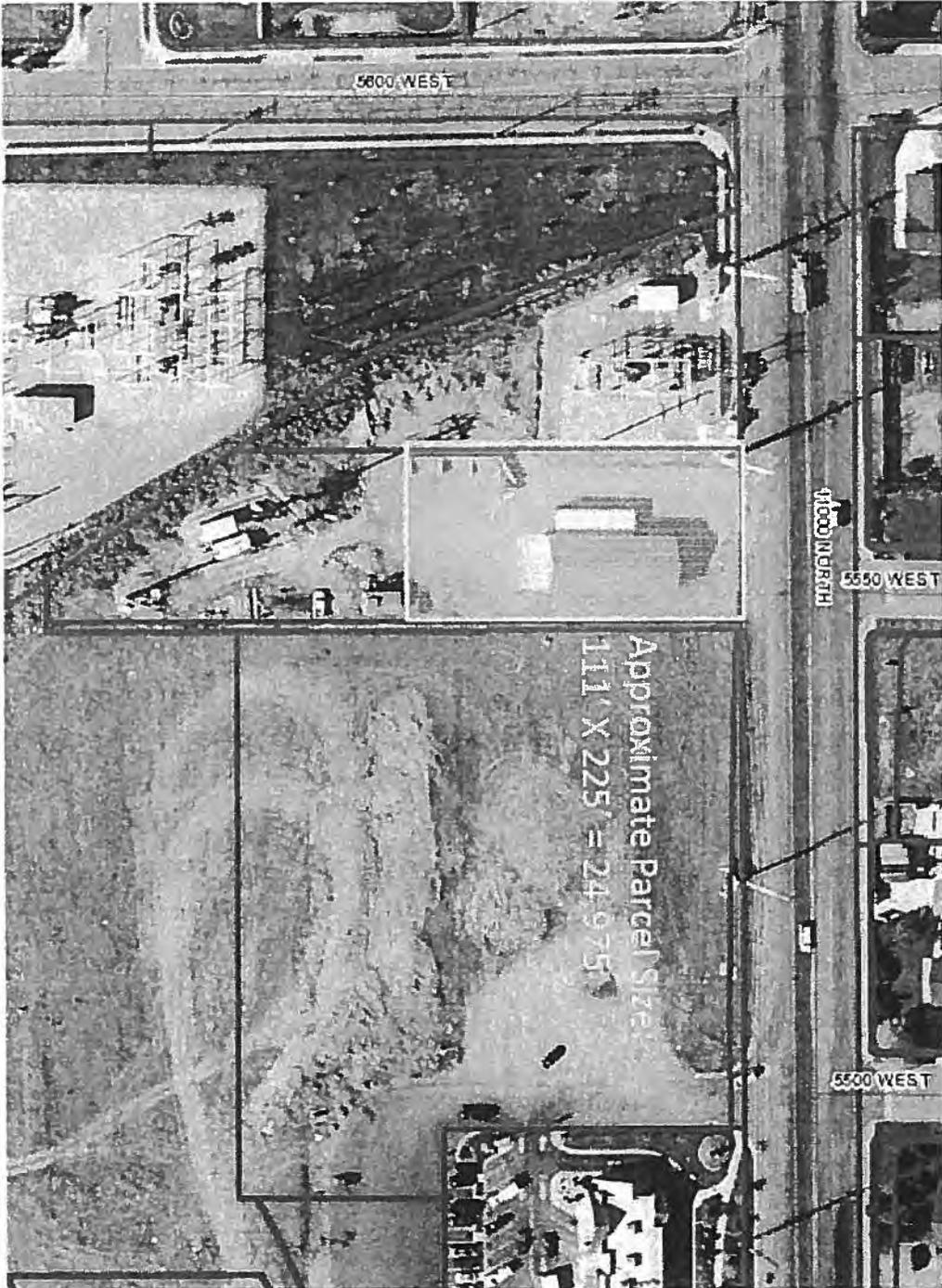
COUNCILMEMBERS VOTING "AYE"

\_\_\_\_\_  
Tom Butler  
\_\_\_\_\_  
Tim Irwin  
\_\_\_\_\_  
Jessie Schoenfeld  
\_\_\_\_\_  
Scott L. Smith  
\_\_\_\_\_

COUNCILMEMBERS VOTING "NAY"

Brian Braithwaite  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT A



**RESOLUTION NO. R-2012-16**

**A RESOLUTION OF HIGHLAND CITY, UTAH  
ALLOCATING FUTURE SALES TAX REVENUE TO THE CULINARY WATER FUND**

WHEREAS, the Highland City Council purchased real property as part of the Highland Water Company generally located at east of the southeast corner of 5600 West and Timpanogos Highway (SR92) and;

WHEREAS, the Highland City Council has been made aware that the property is no longer needed for City purposes and;

WHEREAS, the Highland City Council wishes to sell the property to facilitate future retail development which will generate additional sales and property tax revenue and;

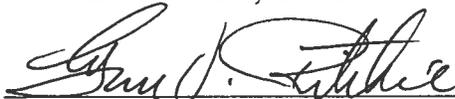
WHEREAS, the Highland City Council wishes to reimburse the culinary water fund for the purchase property of the site and existing building.

NOW, THEREFORE be it resolved by the City Council of Highland City that fifty percent of the future sales tax revenue and future property tax revenue generated from the site (as shown on Exhibit A) will be allocated to the Culinary Water Fund until such time as the cost of the property and building have been reimbursed if the property is sold and developed for retail development.

This resolution shall take effect immediately upon passage.

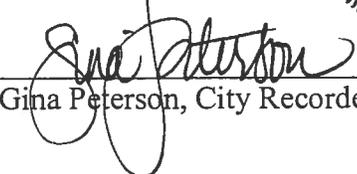
ADOPTED by the City Council of Highland City, Utah, this 2nd day of October 2012.

HIGHLAND CITY, UTAH

  
\_\_\_\_\_  
Lynn V. Ritchie, Mayor



ATTEST:

  
\_\_\_\_\_  
Gina Peterson, City Recorder

COUNCILMEMBERS VOTING "AYE"

Brian Braithwaite

Tom Butler

Tim Irwin

Jessie Schoenfeld

Scott L. Smith

COUNCILMEMBERS VOTING "NAY"

\_\_\_\_\_

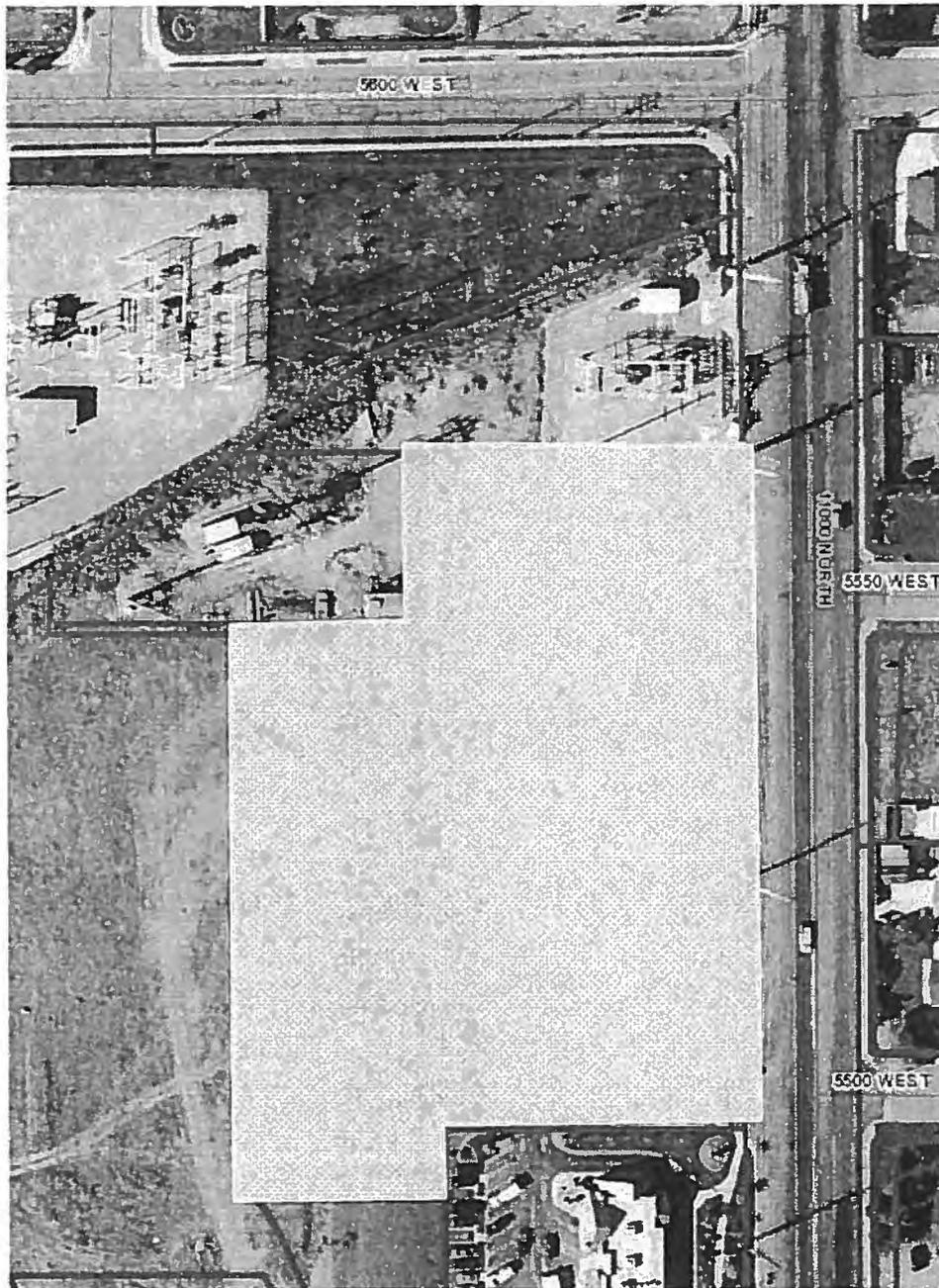
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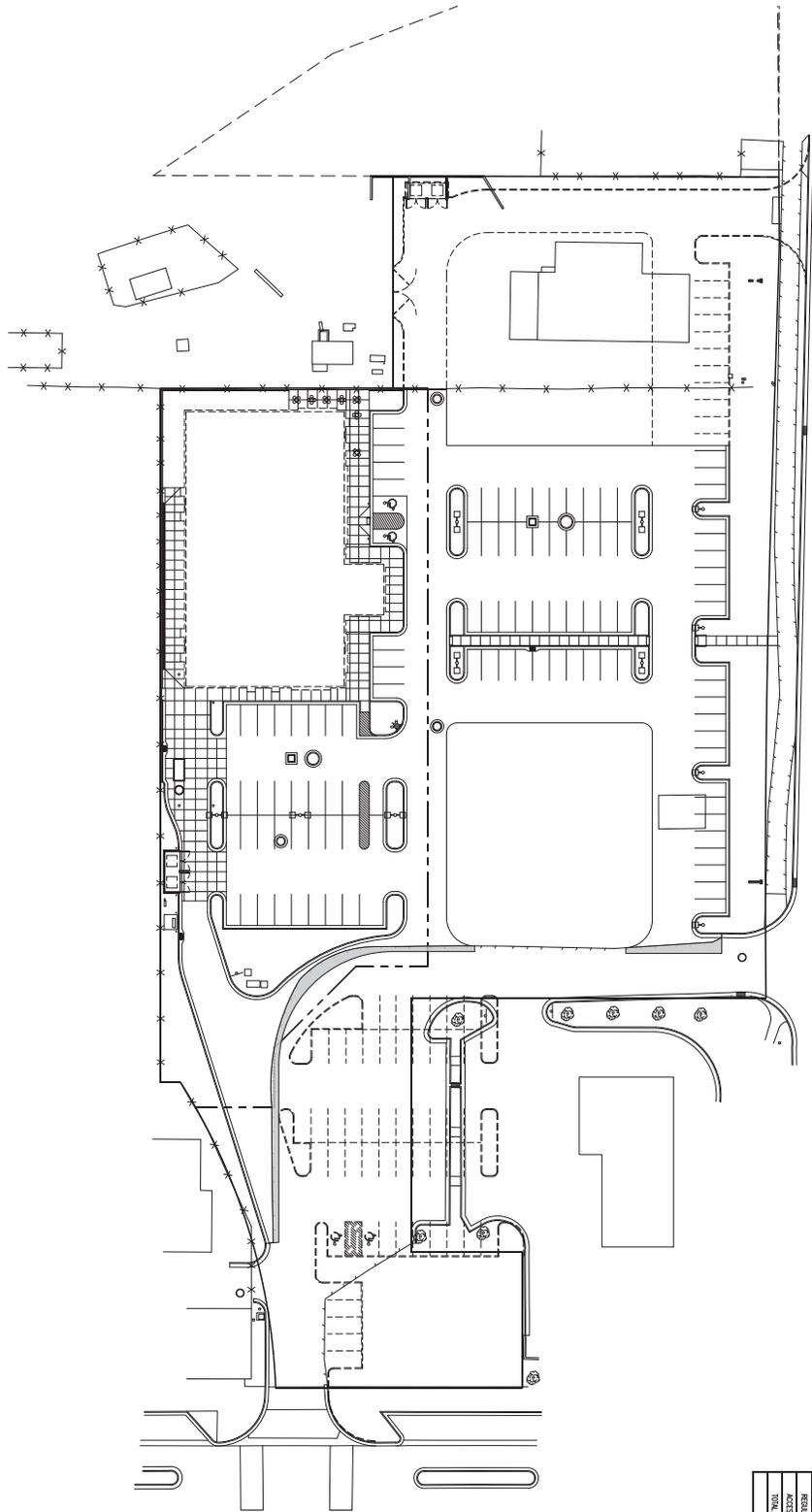
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\_\_\_\_\_

EXHIBIT A



# ATTACHMENT D



SITE INFORMATION			
	50 FT.	ACRES	%
TOTAL PAVED AREA	157464	3.48	100%
BUILDING AREAS			
WINDY'S	4000		
MEYER'S FINE FOODS	13340		
FUTURE FMO 1	4500		
FUTURE FMO 2	4500		
FUTURE FMO 3	4000		
TOTAL PARKING SPACES REQUIRED			
WINDY'S	16		
MEYER'S FINE FOODS	54		
FUTURE FMO 1	18		
FUTURE FMO 2	18		
FUTURE FMO 3	16		
TOTAL PARKING SPACES PROVIDED	122		
TOTAL PARKING SPACES PROVIDED	146	0.33	3.8%
ACCESSIBLE PARKING SPACES PROVIDED	146	0.33	3.8%
TOTAL SPACES PROVIDED	146	0.33	3.8%

## MASTER SITE PLAN

SCALE: 1" = 800'



C1.11

November 6, 2012

12:45

**Meier's**  
Fine Foods

5495 River 1000 West  
Highland, Utah

**evris + associates architecture**  
Phone: 801.535.2172  
Fax: 801.535.2173

**LICENSED ARCHITECT**  
PUBLIC PLANNING STRATEGIC  
100 SOUTH 200 WEST  
SALT LAKE CITY, UT 84143

## Purchase Agreement

**THIS PURCHASE AGREEMENT** (this “*Agreement*”) is made effective \_\_ December 2013 by **HIGHLAND CITY**, a Utah corporation whose address is 5400 W. Civic Center Dr., Ste 1, Highland, UT 84003 (“*Seller*”), and **Highland Town Plaza, L.C.**, a Utah limited liability company whose address is 5455 W. 11000 N., Ste 202, Highland, UT 84003 (“*Buyer*”).

### RECITALS:

A. Seller owns fee simple title to certain real property, any associated mineral rights, (collectively, the “*Property*”) comprising a total of approximately 0.36 acres that is located in Highland, Utah County, Utah. A plat of the Property is shown on exhibit “A” annexed hereto.

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, as specified in this Agreement. Furthermore, Buyer and Seller both desire an easement (“*Easement*”) to be granted in favor of Buyer across Seller’s property adjacent to the Property comprising a land area of 0.178 acres and is shown on exhibit “A”. Furthermore, Buyer will then grant Seller an easement adjacent to its south property line for access to Seller’s pump station. Buyer also agrees to place a temporary utility easement blanketing the fee simple property until utilities relocations are defined and a plat is recorded.

C. This Agreement constitutes the parties’ entire agreement regarding the purchase and sale of the Property. This Agreement supersedes all prior agreements and negotiations, oral and/or written, between the parties concerning the purchase and sale of any of the Property.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises, the parties’ mutual covenants and undertakings, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale.** At Closing (defined below), Seller shall sell, and Buyer shall purchase, unencumbered fee simple title to the Property (including all mineral rights associated with the Property and certain water rights associated with the Property, if any, on the terms and conditions set forth in this Agreement. Furthermore, at Closing Seller will grant an Easement in favor of the Buyer across its property. Buyer agrees to improve and maintain the land under the easement in a manner acceptable to both Buyer and Seller. Also, Buyer agrees and grants Seller an access easement along its south property line for access to its pump station and Buyer agrees to place a temporary utility easement blanketing its fee simple parcel until utility relocations are defined and a plat is recorded. See Exhibit “A”.
2. **Purchase Price.** Subject to any adjustments otherwise required by this Agreement, the aggregate purchase price (the “*Purchase Price*”) for the Property and the Easement shall be Three Hundred Thousand Dollars (\$300,000.00) for the 0.36 acres comprising the Property and for the grant of Easement on the 0.178 acres.
3. **Payment of Purchase Price.** At Closing, Buyer shall pay to Seller, in credit against a portion of the \$637,834.95 owed Buyer under the Development Agreement dated March 5<sup>th</sup>, 2003 between Buyer

and Seller, an amount (the “*Balance*”) that constitutes the full Purchase Price for the gross acreage of the Property conveyed by Seller to Buyer and for the Easement granted to Buyer at Closing.

4. **Other Terms of Purchase to Survive Closing.** Buyer acknowledges the Seller’s water pump station located near the transaction and agrees it will become subject to water source protection requirements by Seller and State. Buyer also agrees it will be responsible for water, sewer, power line and any other utility relocation or installation that may be necessary for its intended use. Buyer agrees that Seller shall have a right of approval on the SR-92 access design and other improvements that Buyer will place on Seller’s land to which Buyer will have an Easement. This section shall survive the closing.
  
5. **Improvements.** The Property shall be deemed unimproved for purposes of this Agreement. Unencumbered legal title to any fixtures or improvements on the Property as of the Closing Date shall be deemed conveyed to Buyer as of the Closing; provided, however, that from and after the Closing, Seller promptly shall execute and deliver to Buyer such bills of sale or other instruments as Buyer reasonably may request to effect or to confirm the conveyance of such fixtures and/or improvements.
  
6. **Possession and Seller’s Remaining Right of Use.** Seller shall deliver to Buyer, and Buyer shall assume from Seller, possession and enjoyment of; equitable and legal title to; risk of loss, destruction, condemnation and/or damage to; the Property as of the Closing Date. Notwithstanding these rights, Buyer agrees that Seller will have up to one year from closing to continue to use the property as it previously has. Seller agrees to indemnify Buyer against harm or loss of its agents and equipment during such time for loss arising from the negligence of Seller or its agents. Seller will make the appropriate arrangements on or before the end of the six months for removal of equipment and other materials it wishes to retain. All remaining property at the end of the six months will become the property of the Buyer.
  
7. **Taxes and Assessments.** Buyer shall pay, or cause to be paid, any and all taxes and assessments of every kind and nature, real and personal, which are or which may be assessed and which may become due on or in connection with the Property from and after the Closing Date. All such taxes and assessments for the year of the Closing shall be prorated between Seller and Buyer on a daily basis as of the Closing Date based on the latest information available, with Seller paying the share of such taxes and assessments for the period lying before the Closing Date and Buyer paying the share of such taxes and assessments for the period falling after the Closing Date. All such prorations shall be subject to adjustment between the parties at such time as actual tax bills or other final information becomes available. Seller warrants that it has paid, or caused to be paid, all such taxes and assessments for the year 2012 and all preceding calendar years for which it owned the Property.
  
8. **Access.** From and after the date of this Agreement, Buyer shall have, at reasonable times and upon reasonable notice, complete access to the Property for the purpose of performing Buyer’s Investigations (defined below). Buyer shall indemnify, defend and hold Seller harmless against and from any and all claims, demands, actions, or other proceedings, actual or threatened, arising from or in any manner related to Buyer’s activities with respect to the Property prior to the Closing.
  
9. **Investigations and Approvals.** The parties anticipate that Buyer’s efforts to purchase the Property will necessarily include the investigations and “due diligence” described in this section, together with such other investigations as Buyer reasonably may require (collectively, “*Buyer’s Investigations*”):

(a) *Title Insurance.* Before the Closing, Buyer shall cause Title West Title Company, whose address is Title West Title Company, ATTN: Wade Taylor 857 North 900 West, Orem, Utah 84057(the "*Title Company*"), phone number (801) 375-3600, to deliver to Buyer a commitment (the "*Commitment*") to issue a standard coverage owner's policy of title insurance (the "*Title Policy*") in the amount of the Purchase Price, insuring that upon recording the Deed (defined below) Buyer shall be the fee simple owner of good and marketable title to the Property, free and clear of all liens and encumbrances and subject only to the Permitted Exceptions (defined below). Buyer shall have until 5 days prior to the Closing to disapprove any matters disclosed by the Commitment. All title exceptions not timely objected to by Buyer shall be deemed to be "*Permitted Exceptions*" to title to the Property, provided that any trust deeds, mortgages, or other liens of a financial nature against the Property shall be deemed disapproved and not Permitted Exceptions even if Buyer fails to timely object to such matters. As of the Closing, Seller shall provide to Buyer, at Seller's cost, the Title Policy insuring that Buyer is the fee simple owner of good and marketable title to the Property, subject only to the Permitted Exceptions. If Buyer is not satisfied with the state of title to the Property, then Buyer may terminate this Agreement at any time until the Closing.

(b) *Other Investigations.* Until the Closing, Buyer may perform, at its expense, such additional studies, tests, cost analyses, approvals, and other examinations and due diligence as Buyer shall deem appropriate in its sole discretion to determine the suitability of the Property for the uses contemplated by Buyer. If Buyer is dissatisfied with the results of either of such studies, tests, etc., then Buyer shall have until 5 days prior to the Closing to terminate this Agreement.

#### 10. **Representations.**

(a) *By Buyer.* Buyer represents and warrants to Seller that Buyer is not bankrupt or insolvent; that Buyer is fully authorized to enter into and perform under this Agreement; that this Agreement is Buyer's binding obligation enforceable in accordance with its terms; and that this Agreement doesn't conflict with, or cause a default under, any other agreement, judgment or order binding on Buyer.

(b) *By Seller.* Seller represents and warrants to Buyer that Seller is the owner of fee simple title to the Property; that the Property is not subject to any mechanic's liens arising from work or materials requested by Seller; that there are no adverse parties in possession of any of the Property; that there are no condemnation proceedings pending against any of the Property; that Seller is not under agreement to sell any of the Property to anyone else; that Seller is not bankrupt or insolvent; that Seller is fully authorized to enter into and perform under this Agreement; that this Agreement is Seller's binding obligation enforceable in accordance with its terms; and that this Agreement doesn't conflict with, or cause a default under, any other agreement, judgment or order binding on Seller.

All of the representations and warranties contained in this Agreement shall be deemed restated as of the Closing Date with the same effect as though they had been made on the Closing Date.

(c) *No Warranties of Condition.* Except as expressly set forth herein, Seller shall transfer the Property to Buyer "**as is.**" Buyer acknowledges that its representatives have physically inspected the Property, and represents that it is not relying upon any representation by Seller regarding any aspect or quality of the Property, except as expressly set forth in this Agreement.

11. **Condemnation; Casualty.** If, before the Closing, the Property or any material part thereof is materially damaged by a casualty event, or is taken or threatened to be taken pursuant to eminent domain, Seller shall so notify Buyer in writing and Buyer shall have the right, at its election, to terminate this Agreement at any time until the Closing. If Buyer does not so elect to cancel this Agreement and the Closing occurs, then Buyer shall be entitled to receive all insurance proceeds and/or condemnation proceeds resulting from such damage or actual or threatened condemnation.

12. **Conditions of Closing.** Seller's obligation to close under this Agreement is subject to the fulfillment (or the waiver thereof by Seller in writing) of the following conditions on or before the Closing Date: (a) Seller shall be satisfied that Buyer has full authority to perform Buyer's actions at the Closing; (b) Buyer shall have materially complied with all of Buyer's obligations hereunder, including the payment of the Purchase Price, prior to or on the Closing Date; and (c) as of or at the Closing, Buyer shall have executed and delivered to Seller all documents required or necessary to consummate the transactions contemplated by this Agreement.

Similarly, Buyer's obligation to close under this Agreement and to make any payments hereunder is subject to the fulfillment (or the waiver thereof by Buyer in writing) of the following conditions on or before the Closing Date: (a) Buyer shall be reasonably satisfied that Seller has full authority to perform the actions necessary at the Closing; (b) Buyer shall be reasonably satisfied that Seller will be able at the Closing to convey to Buyer fee simple title to the Property, subject only to the Permitted Exceptions; (c) Seller shall have materially complied with all of Seller's obligations hereunder prior to or on the Closing Date; (d) as of or at the Closing, Seller shall have executed and delivered to Buyer all documents required or necessary to consummate the transactions contemplated by this Agreement; and (e) Buyer shall be reasonably satisfied with the results of Buyer's Investigations concerning the Property.

13. **Closing.** Provided that all of the parties' respective obligations under this Agreement have been timely complied with, and that all of the conditions of this Agreement have been satisfied prior to the date of closing (the "*Closing Date*"), the closing (the "*Closing*") of this transaction shall take place at the offices of the Title Company at such time, and on such business day, as reasonably may be specified by Buyer upon five (5) days prior notice to Seller; provided, however, that Closing shall occur, if at all, on or before December 15<sup>th</sup> 2013.

(a) **Deliveries.** At the Closing:

(1) **Seller's Deliveries.** Seller shall execute, acknowledge and deliver to Buyer, through escrow, (i) the Deed conveying to Buyer fee simple title to the Property as provided herein; and (ii) the Easement as provided herein; and (iii) any other documents or instruments contemplated by this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(2) **Buyer's Deliveries.** Buyer shall execute and deliver to Seller any documents or instruments contemplated by this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(b) **Costs.** Seller shall bear the cost of the Title Policy and the cost of recording any documents necessary to clear title to the Property so that such title may be conveyed to Buyer as contemplated herein. The parties shall share equally the escrow fees, if any, charged by the Title Company. Buyer shall pay the cost of recording and/or filing the Deed and the cost of Buyer's

Investigations. All other costs of Closing shall be equally shared by the parties. Each party shall pay its own attorneys' fees and costs with respect to the Closing and the preparation and negotiation of this Agreement and any other agreements and documents contemplated hereby.

(c) Prorations. Real property taxes and installments of current year special assessments on the Property, and other income and expenses of the Property, shall be prorated as of the Closing Date. To the extent that the amounts of such charges and expenses referred to in this section are unavailable at the Closing Date or if prorations are made on the basis of erroneous information or clerical errors, a readjustment of these items shall be made within thirty (30) days after the Closing Date or as soon as practical after discovery of such erroneous information or clerical error.

14. **Termination; Default; Remedies**. If this Agreement is terminated by either party pursuant to a right expressly given it hereunder (a "*Permitted Termination*"), neither party shall have any further rights or obligations hereunder.

(a) Default by Buyer. Buyer shall be in default under this Agreement if Seller has satisfied all of its obligations hereunder and Buyer fails to meet, comply with or perform any covenant, agreement or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

(b) Default by Seller. Seller shall be in default under this Agreement if Buyer has satisfied all of its obligations hereunder and Seller fails to meet, comply with or perform any covenant, agreement or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

15. **Indemnification**. Buyer shall defend, indemnify, save and hold harmless Seller, and its successors and assigns, from and against any and all liabilities and claims (including reasonable attorneys' fees) relating to the Property that arise from facts or circumstances arising from and after the Closing Date unless such claims arise, either directly or indirectly, from any actions or activities of Seller or its agents, employees or assigns. Similarly, Seller shall defend, indemnify, save and hold harmless Buyer, and its successors and assigns, from and against any and all liabilities and claims (including reasonable attorneys' fees) relating to the Property that arise from facts or circumstances existing before the Closing Date unless such claims arise, either directly or indirectly, from any actions or activities of Buyer or its agents, employees or assigns.

16. **Interpretation, Etc.** The following provisions also are integral to this Agreement: (a) this Agreement is binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto; (b) the headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof; (c) this Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original; (d) the provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement; (e) any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement; (f) the rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be

exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law; (g) this Agreement may not be modified except by an instrument in writing signed by the parties hereto; (h) this Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah; (i) in the event any action or proceeding is brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding; (j) any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (1) upon personal delivery or actual receipt thereof or (2) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing; (k) time is the essence of this Agreement; (l) all of the parties' respective representations, covenants and warranties set forth herein shall survive the Closing and the delivery of any deeds, bills of sale or the like contemplated herein; and (m) this Agreement shall be interpreted in an absolutely neutral fashion without regard to which party was the "drafter" of this Agreement.

17. **No Commissions.** Neither party has had any contact or dealings regarding the sale parcels or the Property to be conveyed hereunder or any communication in connection with the subject matter of this Agreement through any licensed real estate broker or any other person who can claim a right to commission or finders fees as a result of the sale contemplated herein. Each party shall indemnify and hold the other harmless against and from all claims for any real estate commissions and other fees with respect to the procurement and closing of this Agreement made by any person or entity with whom they have dealt or are alleged to have dealt.

18. **Licensee Disclosures.** Buyer hereby discloses to Seller that certain of Buyer's principals are Utah Real Estate Division licensees that are involved in the transactions contemplated by this Agreement for their own accounts.

19. **Force Majeure.** Each date by which a condition or obligation set forth herein must be satisfied shall be extended by the number of days during which satisfaction of such condition or obligation is necessarily delayed by strikes, lockouts, civil strife, war, natural disasters, acts of God, unavailability of materials or supplies, or any other events beyond the control of the party required to perform (but not including the failure of any party to obtain any required financing, except as otherwise provided herein).

**DATED** effective the date first above written.

**SELLER:**

**HIGHLAND TOWN PLAZA, L.C.**  
a Utah limited liability company

By: \_\_\_\_\_  
**Richard L.K. Mendenhall, Manager/Member**

**BUYER:**

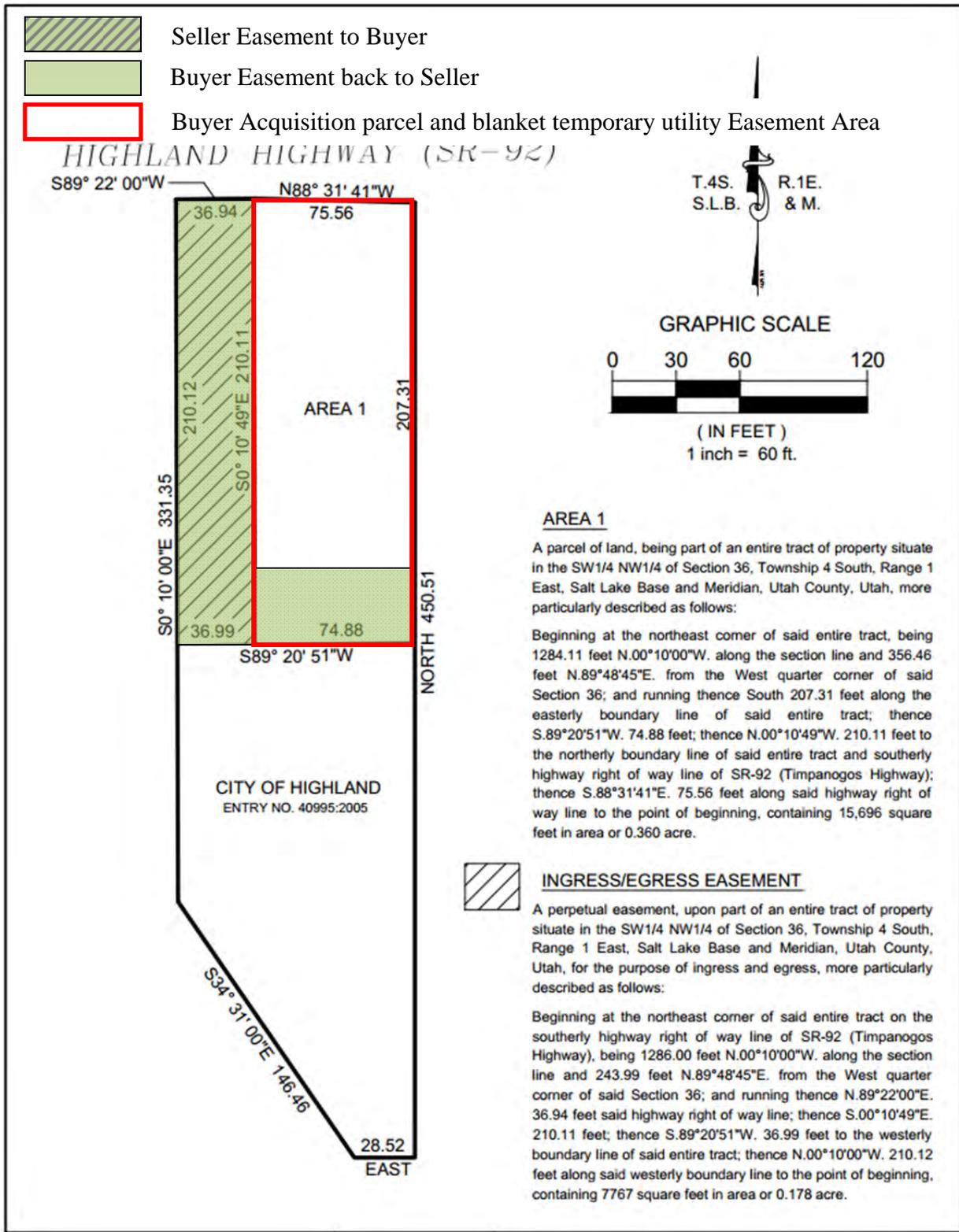
**HIGHLAND CITY,**  
a Utah corporation

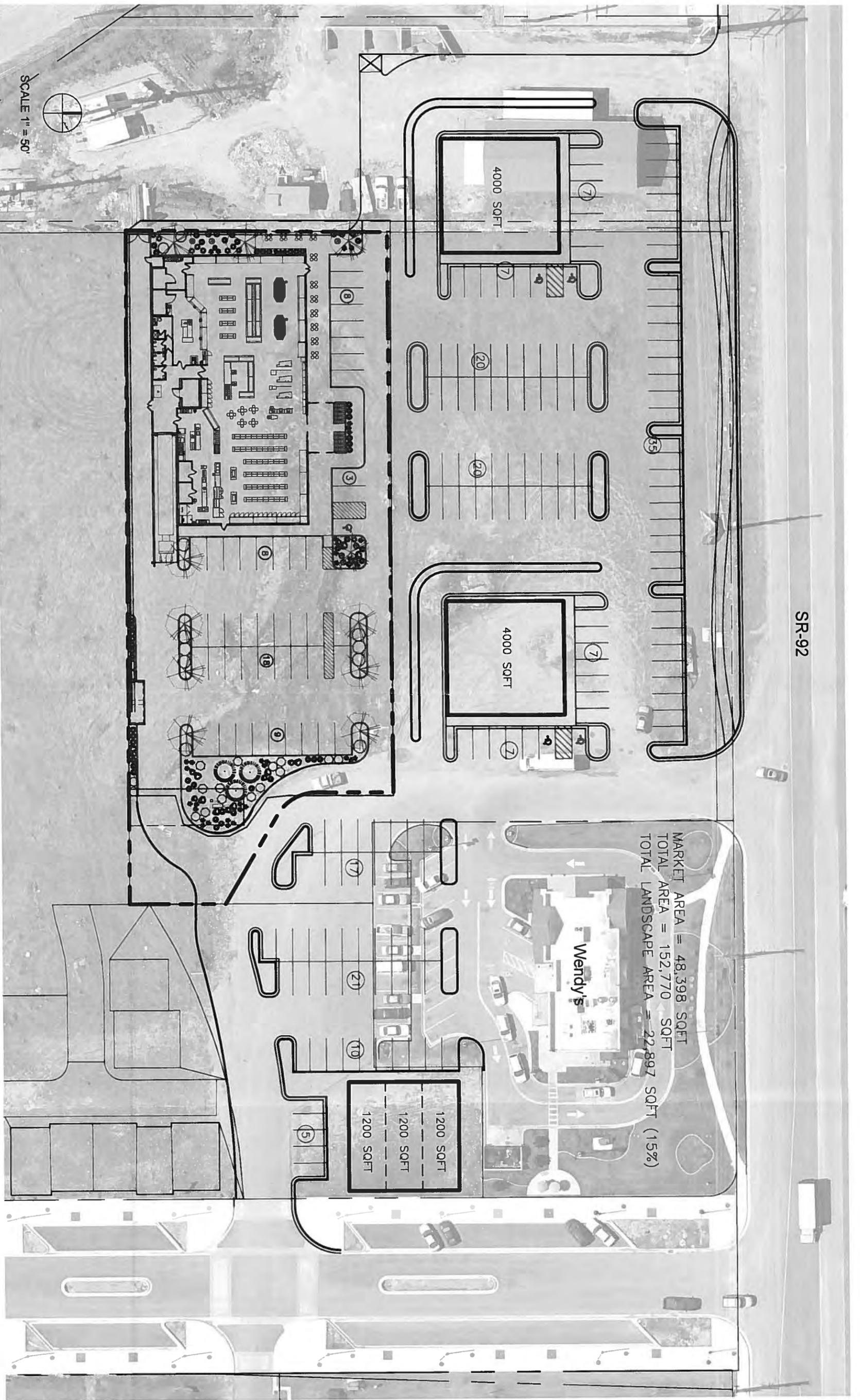
By: \_\_\_\_\_  
**Mayor**

ATTEST:

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

# Exhibit "A" to Real Estate Purchase Agreement (Plat of the Property)





SR-92

MARKET AREA = 48,398 SQFT  
TOTAL AREA = 152,770 SQFT  
TOTAL LANDSCAPE AREA = 22,897 SQFT (15%)

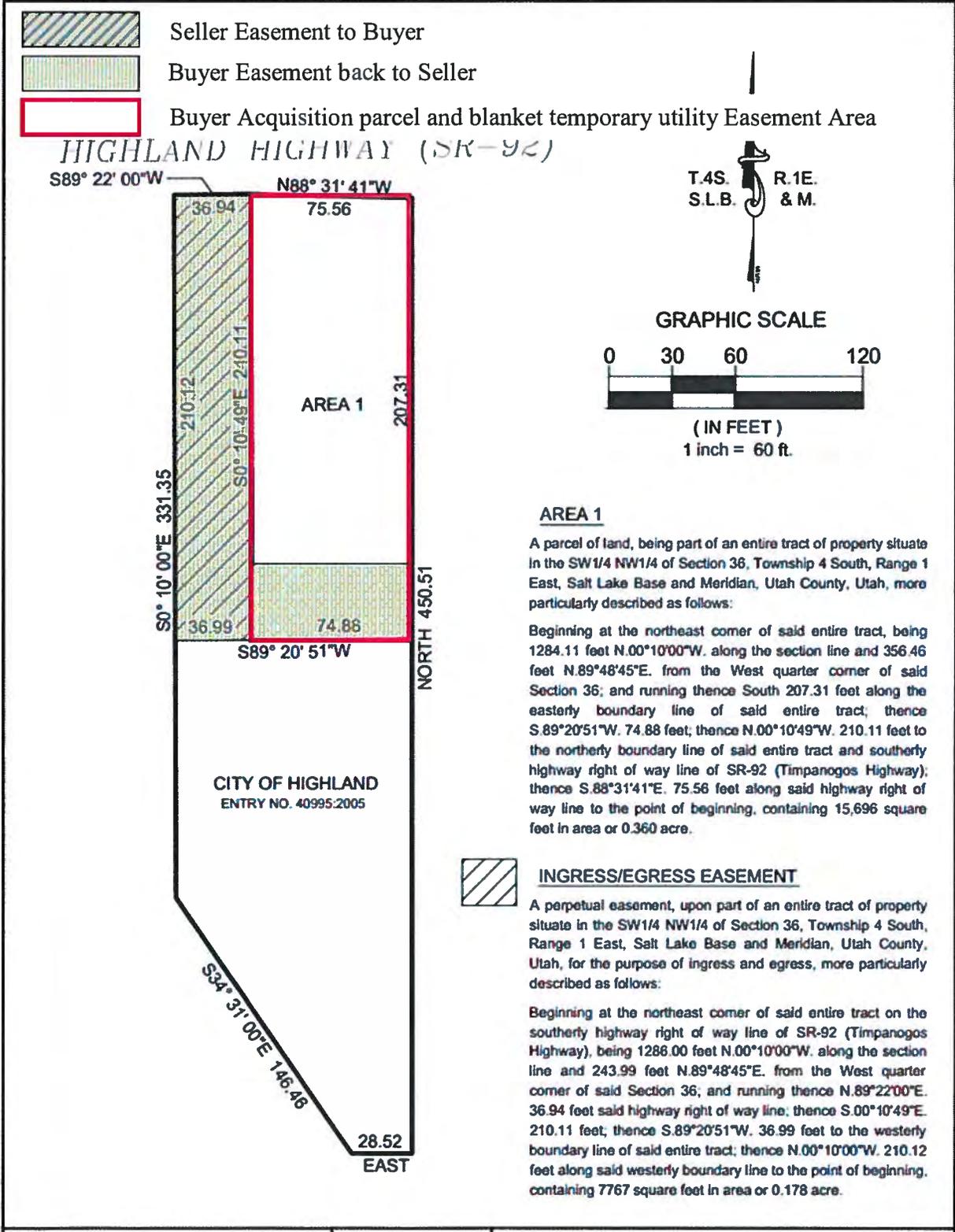
Wendy's

4000 SQFT

4000 SQFT

1200 SQFT  
1200 SQFT  
1200 SQFT

Exhibit "A" to  
 Real Estate Purchase Agreement  
 (Plat of the Property)



<b>HIGHLAND CITY CITY COUNCIL MEETING DECEMBER 3, 2013</b>			
<b>REQUEST:</b>	<b>MOTION:</b> Approving the City Council Meeting Schedule for the 2014 Calendar Year and Directing it to be published in the newspaper		
<b>APPLICANT:</b>	Highland City		
<b>FISCAL IMPACT:</b>	Cost of Legal Notification (aprox. \$80)		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	LOCATION Citywide

**BACKGROUND:**

Utah Code Annotated 52-4-6-(1) requires the City Council to officially approve a meeting schedule for the upcoming year. It is proposed the Highland City Council continue to hold their meetings on the first and third Tuesday of every month.

One item to note for the upcoming year:

- There are a few Monday holidays immediately prior to some Tuesday City Council meetings. With many Federal holidays falling on Mondays, this is often unavoidable and has happened in previous years.

The City Council may modify the schedule to delete or add any meeting desired. Typically, there has only been one meeting held in July and December and the proposed schedule reflects that.

Any work sessions will be scheduled as needed and special meetings can still take place. Meetings are generally held at the Highland City Hall Council Chambers at 7:00 p.m.

**RECOMMENDATION:**

The City Recorder recommends City Council, by motion, approve the City Council Meeting Schedule for the 2014 Calendar Year and direct it to be published in the newspaper.

**ARRACHMENTS:**

- Proposed City Council Meeting Schedule for the 2014 year

HIGHLAND CITY COUNCIL MEETINGS  
SCHEDULE FOR 2014

The Highland City Council at their regularly scheduled meeting on December 3, 2013, adopted the meeting schedule for the year 2014.

The regular session begins at 7:00 p.m. Work sessions are scheduled as needed. Meetings will be held at the Highland City Council Chambers, 5400 West Civic Center Drive, Suite 1, Highland, Utah.

The 2014 City Council Regular Meeting Schedule is as follows:

January 7, 21  
February 4, 18  
March 4, 18  
April 1, 15  
May 6, 20  
June 3, 17  
July 15  
August 5, 19  
September 2, 16  
October 7, 21  
November 4, 18  
December 2

**THE PUBLIC IS INVITED TO ATTEND ALL CITY COUNCIL MEETINGS.**

If you need a special accommodation to participate in the City Council Meetings, please call the City Recorder's Office at 801-772-4505

**TO BE PUBLISHED IN THE *DAILY HERALD*  
SUNDAY, DECEMBER 15, 2013**

<b>HIGHLAND CITY CITY COUNCIL MEETING DECEMBER 3, 2013</b>			
<b>REQUEST:</b>	<b>MOTION:</b> Approve Alliance for Recreations Services with Cedar Hills City		
<b>APPLICANT:</b>			
<b>FISCAL IMPACT:</b>	None		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	LOCATION Citywide

**BACKGROUND:**

Highland does not have recreation programming for its residents. In the past, the City had contracted with American Fork for recreation services. The last time the City paid for these services was fiscal year 2010-2011. The cost was \$98,227 for fiscal year 2010-2011. This would allow residents to use American Fork recreation services for American Fork resident prices. Recently, the City was approached by Cedar Hills to create a three city (Highland, Cedar Hills, & Alpine) recreation program. This is strictly a recreation program with no intention of providing competitive sports leagues. Cedar Hills will manage all recreation programming. Highland will offer City fields for use in their programming. Highland will develop a referral mechanism to have youth of the City participate in these programs. Cedar Hills will provide these programs to Highland residents at the same rates that they provide Cedar Hills’ residents. Highland will receive \$2.00 per participant for field maintenance when fields are used for recreation programs. It is hoped that by increasing the number of participants in Cedar Hills programs that they can develop a more robust recreational program that will benefit all three cities.

**PROPOSED MOTION:**

Approve in concept having joint recreation services with Alpine and Cedar Hills with Cedar Hills managing all recreation programming.

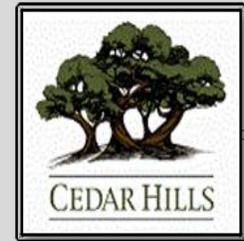
**ATTACHMENTS:**

- Cedar Hills 2013-2014 Recreation Schedule

# CEDAR HILLS RECREATION

*Athletics & Events Guide 2013-2014*

*of programs can be found online at [www.cedarhills.org/recreation/youth-sports](http://www.cedarhills.org/recreation/youth-sports)*



PROGRAM	DIVISION	REGISTRATION	DATES	SEASON
Pumpkin Walk	All ages	No registration required	October 28th	Fall
Princess Day	Ages 3 to 12	October 1st	November 16th	Winter
YCC Santa's Workshop	All ages	No registration required	December 10th - 12th	Winter
Pictures with Santa	All ages	No registration required	December 9th	Winter
Ski Bus	Ages 8 and up	October 1st - Dec 28th	Jan. 11th, 25th, Feb. 1st	Winter
Jr. Jazz	Grades 3 - 8	October 1st - Dec. 7th	Jan. 7th - March 22nd	Winter
Lego League	Grades 2 - 9	April 29th- until filled	January 11th	Winter
Lone Peak Youth Baseball	Ages 4-15	January 1st - March 1st	April 10 - June 10th	Spring
Soccer	Grades K - 2	February 1st- until filled	April 12th - May 24th	Spring
Teen Easter Egg Hunt	Ages 11 - 14	No registration required	April 18th	Spring
Easter Egg Hunt	Ages 0 - 10	No registration required	April 19th	Spring
Tot Soccer	Ages 3 & 4	March 1st- until filled	April 21nd - May 27th	Spring
Lacrosse	Grades 3 - 8	March 21st- May 11th	June 13th - Aug. 10th	Summer
Tee Ball	Ages 4 & 5	March 28 - until filled	June 4th - June 27th	Summer
Golf Clinics	Ages 8 and up	May 1st - until filled	July 9th - Aug. 1st	Summer
Family Festival	All ages	No registration required	June 3rd - June 8th	Summer
Family Festival 5K	All ages	<a href="http://www.afcanyonhalf.com">www.afcanyonhalf.com</a>	June 15th	Summer
YCC Retreat	YCC Members	No registration required	August 2nd	Summer
YCC Car Wash	All ages	No registration required	August 31st	Summer
Soccer	Grades K - 2	May 1st - until filled	Aug. 17th - Sept. 28th	Fall
Flag Football	Grades 2 - 9	June 18th - July 31st	Aug. 27th - Oct. 5th	Fall
Tot Soccer	Ages 4 & 5	July 9th - until filled	Sept 3rd - Oct. 8th	Fall

<b>HIGHLAND CITY CITY COUNCIL MEETING DECEMBER 3, 2013</b>			
<b>REQUEST:</b>	<b>RESOLUTION:</b> Amending the Interlocal Agreement with North Point Solid Waste Special Service District		
<b>APPLICANT:</b>	North Pointe Solid Waste Special Service District/Highland City		
<b>FISCAL IMPACT:</b>	None		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	LOCATION Citywide

**BACKGROUND:**

With the recent withdrawal of Alpine City from North Point, The Board has had staff develop an amended agreement for all current members. This amended agreement addresses the how an agency may leave the District, as well as how an agency may join the District. The length of the agreement will be six years (expiring on December 31, 2019). The agreement shall automatically renew for twelve additional terms of two years each. If an agency desires to leave North Point, that agency must give a notice no shorter than one year prior to the end of the agreement. The penalty for leaving the district will be the agency’s percentage of the value of the assets in the District. If an agency who leaves North point and then desires to be reinstated at a later date will be required to pay a reinstatement fee equal to a percentage of the estimated curb-side waste tonnage of the agency.

**PROPOSED MOTION:**

Approve amended interlocal agreement with North Point Solid Waste Special Service District and authorize the Mayor to execute said agreement.

**ATTACHMENTS:**

- Proposed Resolution
- Amended interlocal agreement with North Point Solid Waste Special Service District

## **RESOLUTION NO. 2013-XX**

### **RESOLUTION OF THE CITY COUNCIL OF HIGHLAND CITY, UTAH AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT PERTAINING TO DELIVERY OF MUNICIPAL SOLID WASTE TO THE DISTRICT**

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

**WHEREAS**, all of the Parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

**WHEREAS**, all of the Parties to this Agreement share common issues related to the collection, transfer, transportation, and disposal of municipal solid waste, including curb-side collected waste, waste transported by individual citizens of Cities, and other waste materials; and

**WHEREAS**, the District was established to provide solid waste services for the Cities and the residents of the Cities; and

**WHEREAS**, the District has been efficiently and effectively providing these services for over 30 years; and

**WHEREAS**, the planned construction of the Vineyard Connector road by the Utah Department of Transportation has necessitated the redesign and retrofit of District facilities and daily operations; and

**WHEREAS**, the District has committed approximately \$1,800,000 toward the redesign and retrofit of its existing transfer station operations; and

**WHEREAS**, the funding and amortizing of the redesign and retrofit expenses are dependent upon the continued receipt by the District of the curb-side collected waste generated by the citizens of the Cities (all solid waste generated by the citizens of the Cities and collected at curb-side is referred to herein as "Curb-Side Waste"); and

**WHEREAS**, from 2008 through the completion of the redesign and retrofit of the District facilities, the District will have invested approximately \$5,400,000 in District facilities, and approximately \$1,950,000 in District equipment, to be able to provide solid waste disposal services to the member municipalities and their citizens; and

**WHEREAS**, as an additional benefit to the citizens of the Cities, the District also accepts waste transported to the District facilities by the individual citizens of the Cities; and

**WHEREAS**, the District also provides or participates in various additional expanded waste collection operations and services, including household hazardous waste collection, assistance with prescription drug collection events, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

**WHEREAS**, the District is able to provide the expanded waste disposal services to the citizens of the Cities by subsidizing the associated expenses through the Curb-Side Waste receipts; and

**WHEREAS**, the expanded waste disposal services provided by the District to the citizens of the Cities constitute a direct benefit to the public good by providing for an appropriate disposal facility for such waste, thereby preventing the unlawful or inappropriate disposal of such waste materials; and

**WHEREAS**, the joint cooperative action of the Cities in committing the delivery of all Curb-Side Waste generated by the citizens of the Cities to the District allows the District to obtain better long term agreements for the transportation and disposal of the waste, providing a lower long term cost to the citizens of the Cities for solid waste disposal; and

**WHEREAS**, the long term committed delivery of Curb-Side Waste to the District is critical to the ability of the District to meet its commitments and provide solid waste services to the general public;

**NOW THEREFORE BE IT RESOLVED**, be it resolved by the City Council of Highland City as follows:

1. That it hereby approves that certain Interlocal Agreement attached as Exhibit "A", as presented.
2. That the Mayor be authorized to sign said Interlocal Agreement and that City Recorder be authorized to attest said agreement.

**APPROVED** this 3rd day of December, 2013

\_\_\_\_\_  
Mayor Lynn V. Ritchie, Highland City

ATTEST:

\_\_\_\_\_  
JoD' Ann Bates  
Highland City Recorder

**INTERLOCAL COOPERATION AGREEMENT**

by and among

ALPINE CITY

AMERICAN FORK CITY

THE TOWN OF CEDAR FORT

CEDAR HILLS CITY

EAGLE MOUNTAIN CITY

THE TOWN OF FAIRFIELD

HIGHLAND CITY

LEHI CITY

LINDON CITY

OREM CITY

PLEASANT GROVE CITY

THE CITY OF SARATOGA SPRINGS

THE TOWN OF VINEYARD

and

NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT

Relating to the delivery of municipal solid waste to the District

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into by and among Alpine City, American Fork City, The Town Of Cedar Fort, Cedar Hills City, Eagle Mountain City, the Town Of Fairfield, Highland City, Lehi City, Lindon City, Orem City, Pleasant Grove City, Saratoga Springs City, and the Town Of Vineyard, all municipalities of the State of Utah, herein individually referred to as “City” and collectively referred to as “Cities” and the North Pointe Solid Waste Special Service District, a political subdivisions of the State of Utah, herein referred to as “District.” The parties to this Agreement are individually referred to as “Party” and collectively referred to as “Parties”.

**RECITALS**

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

WHEREAS, all of the Parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the Parties to this Agreement share common issues related to the collection, transfer, transportation, and disposal of municipal solid waste, including curb-side collected waste, waste transported by individual citizens of Cities, and other waste materials; and

WHEREAS, the District was established to provide solid waste services for the Cities and the residents of the Cities; and

WHEREAS, the District has been efficiently and effectively provided these services for over 30 years; and

WHEREAS, the planned construction of the Vineyard Connector road by the Utah Department of Transportation has necessitated the redesign and retrofit of District facilities and daily operations; and

WHEREAS, the District has committed approximately \$1,800,000 toward the redesign and retrofit of its existing transfer station operations; and

WHEREAS, the funding and amortizing of the redesign and retrofit expenses are dependent upon the continued receipt by the District of the curb-side collected waste generated by the citizens of the Cities (all solid waste generated by the citizens of the Cities and collected at curb-side is referred to herein as “Curb-Side Waste”); and

WHEREAS, from 2008 through the completion of the redesign and retrofit of the District facilities, the District will have invested approximately \$5,400,000 in District facilities, and approximately \$1,950,000 in District equipment, to be able to provide solid waste disposal services to the member municipalities and their citizens; and

WHEREAS, the District has renewed its existing contract with Republic Waste Services for the transportation and disposal of waste collected at the transfer station owned and operated by the District; and

WHEREAS, as an additional benefit to the citizens of the Cities, the District also accepts waste transported to the District facilities by the individual citizens of the Cities; and

WHEREAS, the District also provides or participates in various additional expanded waste collection operations and services, including household hazardous waste collection,

assistance with prescription drug collection events, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the District is able to provide the expanded waste disposal services to the citizens of the Cities by subsidizing the associated expenses through the Curb-Side Waste receipts; and

WHEREAS, the expanded waste disposal services provided by the District to the citizens of the Cities constitute a direct benefit to the public good by providing for an appropriate disposal facility for such waste, thereby preventing the unlawful or inappropriate disposal of such waste materials; and

WHEREAS, the joint cooperative action of the Cities in committing the delivery of all Curb-Side Waste generated by the citizens of the Cities to the District allows the District to obtain better long term agreements for the transportation and disposal of the waste, providing a lower long term cost to the citizens of the Cities for solid waste disposal; and

WHEREAS, the long term committed delivery of Curb-Side Waste to the District is critical to the ability of the District to meet its commitments and provide solid waste services to the general public;

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

**Section 1. Effective Date; Duration.**

- a. This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the satisfaction of all statutory requirements and the signature of the Agreement by the District

and any other City. This Interlocal Cooperation Agreement shall become effective and shall enter into force with regard to each additional City, upon the satisfaction of all statutory requirements and the signature of the Agreement by the additional City.

- b. The initial term of this Interlocal Cooperation Agreement shall be from the effective date hereof until midnight December 31, 2019, and shall automatically renew for twelve additional terms of two years each; provided that any Party shall have the option to withdraw from this Agreement as of the end of the then existing term, if such Party provides written notice of withdrawal to the District on or before thirteen months prior to the end of the then existing term. By way of illustration, if the withdrawing Party desires to withdraw at the end of the initial term, December 31, 2019, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2018; and if the withdrawing Party desires to withdraw at the end of the second term, December 31, 2021, the withdrawing Party would be required to provide written notice to the District prior to December 1, 2020.
- c. If a Party, after providing the required written notice, withdraws from this Agreement, this Agreement shall not automatically terminate with regard to the remaining Parties, but shall remain in full force and effect as to the remaining Parties. If a Party withdraws from this Agreement, the District shall have no obligation to accept waste from such Party, or from the citizens of such Party, after the effective date of the withdrawal. If the District elects to accept such

waste, the District shall impose such fees as determined by the District, which fees may be in excess of the fees charged to the non-withdrawing Parties.

- d. If a Party withdraws from this Agreement, the withdrawing Party shall automatically forfeit all interest of the withdrawing Party in the District assets. If a Party desires to be reinstated as a party to this Agreement, or later desires to obtain the services provided by the District, the reinstating Party shall provide written notice to the District and shall pay to the District an amount equal to the fair market value of the District assets, computed as of the date of the reinstatement, as determined by the District, times the reinstating Party's percentage of the total annual Curb-Side Waste which would have been received by the District for the calendar year prior to the date of reinstatement, if the reinstating Party had delivered all of its Curb-Side Waste to the District, as documented by the reinstating Party and as verified by the District. By way of illustration, if the reinstating Party generated 5,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, and the District received 95,000 tons of Curb-Side Waste during the calendar year prior to the date of reinstatement, the reinstating Party would have provided 5% of the total of 100,000 tons of Curb-Side Waste received by the District if the reinstating Party had delivered all of its Curb-Side Waste to the District, and the reinstating Party would pay to the District 5% of the fair market value of the District assets. The District shall have the right to reduce the reinstatement fee to such amount as determined to be in the best interest of the District. This reinstatement provision

shall not be applicable to new governmental entities who desire to join as parties to this Agreement. New governmental entities who desire to join as parties to this Agreement shall pay such fee as determined by the District.

**Section 2. Administration of Agreement.**

The Parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement.

**Section 3. Purpose.**

This Interlocal Cooperation Agreement has been established and entered into among the Parties for the purpose of facilitating the efficient operation of solid waste services provided by the District. In accordance with said purpose, the Parties, jointly and severally, agree to the following:

- a. Each City agrees to deliver exclusively to the District, or cause to be delivered exclusively to the District, all of the Curb-Side Waste generated by the citizens of such City.
- b. District agrees to accept from the Cities the Curb-Side Waste, subject to the fee schedules, rules, regulations, and procedures adopted by the District.

**Section 4. Manner of Financing.**

This Interlocal Cooperation Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for their respective obligations arising under this Interlocal Cooperation Agreement.

**Section 5. Manner of Holding, Acquiring, or Disposing of Property.**

The Parties agree that each Party shall maintain separate ownership and control over its own real and personal property.

**Section 6. Termination.**

This Interlocal Cooperation Agreement shall automatically terminate at the end of the twelfth renewal term as described in Section 1 of this Agreement. This Interlocal Cooperation Agreement may also be terminated in advance of the automatic termination date by mutual written agreement of the Parties.

**Section 7. Administrator.**

Pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Parties agree that the District shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The Parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the Parties.

**Section 8. Indemnification.**

Each of the Parties is a political subdivision of the State of Utah. Each of the Parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of such Party's negligent error or omission in connection with this Agreement. It is expressly agreed between the Parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act of Utah, Section 63G-7-101, et. seq., Utah Code Annotated, 1953 as amended. The Parties to this Agreement specifically claim the

privileges, protections and immunities of the Governmental Immunity Act of Utah and limits of liability contained therein.

**Section 9. Filing Of Interlocal Cooperation Agreement.**

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the District and with the official keeper of records of the Cities, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 10. Notices and Contacts.**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

Alpine City  
Attn: City Recorder  
20 North Main  
Alpine, UT 84004

Lehi City  
Attn: City Recorder  
153 North 100 East  
Lehi, UT 84043

American Fork City  
Attn: City Recorder  
51 East Main  
American Fork, UT 84003

Lindon City  
Attn: City Recorder  
100 North State Street  
Lindon City, UT 84042

The Town of Cedar Fort  
Attn: Town Recorder  
50 East Center Street  
Cedar Fort, UT 84013

Orem City  
Attn: City Recorder  
56 North State Street  
Orem, UT 84057

Cedar Hills City  
Attn: City Recorder  
10246 North Canyon Road  
Cedar Hills, UT 84062

Pleasant Grove City  
Attn: City Recorder  
70 South 100 East  
Pleasant Grove, UT 84062

Eagle Mountain City  
Attn: City Recorder  
1650 East Stagecoach Run  
Eagle Mountain, UT 84005

City of Saratoga Springs  
Attn: City Recorder  
1307 North Commerce Drive, #200  
Saratoga Springs, UT 84045

Town of Fairfield  
Attn: Town Recorder  
PO Box 271  
Fairfield, UT 84013

Town of Vineyard  
Attn: Town Recorder  
240 East Gammon Road  
Vineyard, UT 84058

Highland City  
Attn: City Recorder  
5400 West Civic Center, Suite 1  
Highland, UT 84003

North Pointe Solid Waste  
Special Service District  
Attn: District Manager  
2000 West 200 South  
Lindon, UT 84042

**Section 11. Additional Provisions.**

- a. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.
- b. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- c. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
- d. Time. Time is of the essence of this Agreement.
- e. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such

breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

- f. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.
- g. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

- h. Litigation. If any action, suit or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non prevailing Party.
- i. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- k. Amendments. This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- l. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named herein.

IN WITNESS WHEREOF, the Parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

**ALPINE CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**AMERICAN FORK CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**TOWN OF CEDAR FORT**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
TOWN ATTORNEY

**CEDAR HILLS**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**EAGLE MOUNTAIN CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**TOWN OF FAIRFIELD**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
TOWN ATTORNEY

**HIGHLAND CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**LEHI CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**LINDON CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**OREM CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**PLEASANT GROVE CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**THE CITY OF SARATOGA SPRINGS**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
CITY ATTORNEY

**TOWN OF VINEYARD**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN RECORDER

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
TOWN ATTORNEY

**NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
RANDY FARNWORTH, Chair

ATTEST:

\_\_\_\_\_

Reviewed as to proper form and compliance with applicable law:

\_\_\_\_\_  
H. CRAIG HALL, Attorney

<b>HIGHLAND CITY CITY COUNCIL MEETING DECEMBER 3, 2013</b>			
<b>REQUEST:</b>	<b>ORDINANCE:</b> Amending Title 12, of the Highland City Municipal Code, adding Chapter 12.08 Road Maintenance and Repair		
<b>APPLICANT:</b>	Highland City		
<b>FISCAL IMPACT:</b>	Unknown at this time		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	LOCATION Citywide

**BACKGROUND:**

As per the direction of the Mayor and Councilman Braithwaite, staff was asked to draft an ordinance that identified a way to expend budgeted money for road maintenance and repair using zones as a way to spend the maintenance money that is budgeted by the City Council on an annual basis. This proposed ordinance is attached as well as the proposed maintenance zone maps.

The ordinance as well as the map is for City Council discussion and approval.

**RECOMMENDATION:**

Review the attached documents for discussion and approval or rejection based on motion by the City Council

**ATTACHMENTS:**

- Proposed Ordinance 12.08
- Proposed Zone Maintenance Map

**ORDINANCE NO. O-2013-\*\***

**AN ORDINANCE OF HIGHLAND CITY, UTAH  
AMENDING TITLE 12 STREETS, SIDEWALKS, AND PUBLIC PLACES BY ADDING  
CHAPTER 12.08 ROAD MAINTENANCE AND REPAIR**

*PREAMBLE*

The City Council of Highland City finds that regulating hunting in city parks is beneficial to the residents of Highland.

BE IT ORDAINED by the City Council of Highland City, Utah:

Section 1. All of the required public notices and other prerequisites to the amendments of the Highland City Municipal Code have been completed as required by law.

Section 2. The Highland City Municipal Code Title 12 Streets, Sidewalks, and Public Places is hereby amended by adding:

Chapter 12.08 Road Maintenance and Repair

Section 12.08.010 Purpose

The purpose of this section is to establish how budgeted monies will be spent within the City during each fiscal year for road maintenance and repair.

Section 12.08.020 Road Maintenance Map

1. The City Council shall adopt a road maintenance map. This map shall divide the city into five separate road maintenance zones.
2. The location and boundaries of each of the zones are shown on the Official Road Maintenance Map (Map). Said Map is hereby declared to be an official record and part of this Code and shall be identified by the signature of the Mayor of the City.
3. The Map shall be updated after each fiscal year completion of the road maintenance projects to reflect previous year road maintenance projects.
4. Changes to the zone boundaries shall not be made except by the City Council after a public hearing.

Section 12.08.040 Expenditure of Road Maintenance Monies

1. For the purposes of this Chapter, road maintenance shall include, chip seal, patching, overlays, reconstruction, etc. It shall not include construction of new roads or the extension or widening of existing roads.
2. The monies budget for street repair shall be used in one road maintenance zone per fiscal year beginning with the first zone and continuing in numerical sequence each fiscal year thereafter as follows:

Year	Zone
1	1
2	2
3	3
4	4
5	5

3. Emergency repairs are excluded from this schedule.
4. Monies may be used in another zone only if all maintenance and repair have been met in the identified zone.

Section 3. This Ordinance shall take effect immediately upon its first posting or publication.

ADOPTED by the City Council of Highland City, Utah, this 3<sup>rd</sup> day of December 2013.

HIGHLAND CITY, UTAH

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Lynn V. Ritchie, Mayor

ATTEST:

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JoD'Ann Bates, City Recorder

COUNCILMEMBER	YES	NO
Tom Butler	<input type="checkbox"/>	<input type="checkbox"/>
Brian Braithwaite	<input type="checkbox"/>	<input type="checkbox"/>
Tim Irwin	<input type="checkbox"/>	<input type="checkbox"/>
Jessie Schoenfeld	<input type="checkbox"/>	<input type="checkbox"/>
Scott Smith	<input type="checkbox"/>	<input type="checkbox"/>



# Highland City Road Condition Inventory

LEGEND	
Pavement Condition	
	A (85-100)
	B (70-84)
	C (55-69)
	D (40-54)
	F (0-39)



0 600 1,200 1,800 Feet

