

AGENDA
HIGHLAND CITY COUNCIL MEETING
January 7, 2014

6:30 p.m. City Council Work Session - 7:00 p.m. Regular City Council Session
Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

This meeting will be held electronically from the Gaylord Texan Resort and Convention Center in Grapevine TX. in order for a Council Member to participate.

6:30 P.M. WORK SESSION – CITY COUNCIL CHAMBERS

PRESENTATION: Wendell Smith of Dubli - global, eCommerce portal

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

CALL TO ORDER – Mayor Mark Thompson
INVOCATION – Brian Braithwaite
PLEDGE OF ALLEGIANCE – Dennis LeBaron

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 – December 3, 2013**
- 4. RESOLUTION: City Employee Appointments - Re-Appointment of the City Recorder and City Treasurer**
- 5. MOTION: City Council Member Appointments – Appointments to the Lone Peak Public Safety District**
- 6. MOTION: City Council Member Appointments – Re-Appointment to the Timpanogos Special Service District**

ACTION ITEMS

7. **MOTION: Nomination and Selection of Mayor Pro-Temore** - Vote of the City Council
8. **MOTION: Reimbursement to Hadco Construction** – Upsizing of a Pressurized Irrigation Water Line to meet Highland City Master Plan
9. **MOTION: Approval of a Contract with Highland Town Plaza, LLC (WPI)** – Purchase of 0.36 acres and a 0.178 acres easement

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.)

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 31st 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 31st day of December, 2013 the above agenda notice was posted at www.highlandcity.org and notification sent to local newspapers located in Utah County.

JOD'ANN BATES, City Recorder

<p>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</p>

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MINUTES HIGHLAND CITY COUNCIL MEETING

Tuesday, December 3, 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
 Kasey Wright, City Attorney
 Shannon Garlick, Secretary

OTHERS: Thomas McPherson, TJ Humphries, Greg Gordon, Kristen Chevrier, Rod Mann, Mark Thompson, Mike Summer, Kaden Calkins, Nate Ball, Garek Rasmussen, Amelia Adams, David Scott, Mindee Waldron, Pam Ritchie, Daniel Schmidt, Jona Finch, Chase Thompson, Drew Hardin, Stephen Thompson, Ward Wilkes, Cayden Clark, Hayden Messick, Caden Johanson, Rock Gricius, Smauel Hart, Preston Thompson, Chase Sneedon, William Roberts, Samuel Wood, Rodger Harper, Dana Morrey, London Gates, Michael Austin, Robin Austin, Ammon Bateman, Heidi Cordner, Ed Dennis, Sean Whiffen, Thomas McDaniel, Dylan McDaniel, Jackson McDaniel, Griffey Larsen, Chase Tucker, Easton Smien, Clay Whiffen, Brian Breinholt, Jake Sumner, Alex Morrison and Adam Fillerup.

The meeting was called to order by Mayor Lynn V. Ritchie as a regular session at 7:02 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 Jessie Schoenfeld and those assembled were led in the Pledge of Allegiance by Chase Sneddon, a scout.

APPEARANCES:

Ed Dennis, Representative of the Open Space Committee, thanked the Mayor, Council, and the City staff for organizing and working with the Open Space Committee to resolve many open space issues over the last three and a half years. He stated he is hoping the City will continue to make progress, and that the Council will continue to move forward with the Ordinances in place.

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1 He thanked Scott Smith for being the Council Representative on the Committee, along with
2 Nathan Crane and Matt Shipp, who have served on the Committee. He expressed his
3 appreciation for his opportunity to serve as the Committee Chairman.

4
5 Tim Irwin thanked Ed Dennis for his service on the Open Space Committee.

6
7 Mayor Ritchie stated the City appreciates what Ed Dennis has done on the Open Space
8 Committee and believes the City has come a long way in the last four years.

9
10 Rod Mann, resident of Highland, stated previous minutes discussed getting an opinion from the
11 Water Board on the land being discussed to be sold. He stated the Ordinance had passed, but
12 questioned if an opinion was ever received and what the opinion stated regarding the property
13 and the sell. He questioned if the City has found out the cost of replacing the building used to
14 store the equipment and the liabilities of the sell. He asked the Council to ask these questions
15 before the property is sold.

16 17 **CITY COUNCIL / MAYOR ITEMS:**

18
19 Jessie Schoenfeld stated a concerned citizen came to her and stated he witnessed some near
20 accidents on SR-74 where bikers get off the trail going west up West Park Road. She stated they
21 should cross the street, travel south, and get back on the trail going west to avoid riding against
22 traffic. She explained when a driver turns onto the road; they do not know how fast the biker is
23 going and almost hit the biker. She stated she does not know how to take care of the situation,
24 but wanted to bring it to the Council's attention.

25
26 Mayor Ritchie replied the design was for the bikers to stay on the east side of the sidewalk and
27 not get onto the road. He stated it was supposed to go down and cross under the overpass.

28
29 Jessie Schoenfeld stated the problem is if a driver has already passed the biker going south they
30 cannot gauge how fast the biker is going.

31
32 Mayor Ritchie stated the City can bring the issue to the County and put up more signage.

33
34 Tim Irwin asked for Council support to request the staff to look at the Open Space setback
35 requirements.

36
37 Mayor Ritchie questioned if it would be done as a general plan update.

38
39 Tim Irwin replied it would, but it does not look like a general plan update is going to be done
40 anytime soon. He stated there are residents that are trying to do some remodeling changes and
41 those residents should not be put off for a year or two until there is a general plan review. He
42 stated he would like an overall review of all the setback requirements, so it can be made more
43 resident friendly and apply to everyone.

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1 Mayor Ritchie stated he will allow the next Council to decide whether or not to do so. He
2 explained he does not like to commit staff resources to something the new City Council might
3 not want. He stated he would rather wait and allow the future Council to give the direction to
4 staff.

5
6 Scott Smith stated there has not been a Financial Director since July 1st and questioned what the
7 status was.

8
9 Aaron Palmer stated the City has extended an offer which was accepted, and they are now
10 running a background check. He stated there was a tentative start day of the 9th, but it may have
11 to be pushed back to around the 16th.

12
13 Scott Smith questioned regarding the status of the deer hunt.

14
15 Mayor Ritchie stated it has been very successful and cost effective. He stated they were hoping
16 to take 50 head of deer and have taken even more. He explained the hunters were very discreet
17 and professional, so most citizens did not even know it was happening. He stated the hunters
18 would watch the pattern of the deer, walk in wearing civilian clothes, hide in trees on City owned
19 property, and take the deer without being spotted. He stated the hunters would take the meat to a
20 meat processor and the meat was donated to a local food bank. He explained the City paid \$40
21 per deer to have the meat processed, but there was a case where a hunter had shot four deer and
22 was taking them to be processed, when he got a call from another hunter stating a family had
23 bought a freezer and asked for one of the deer. He stated the hunter brought the deer to the
24 family who took care of the processing, and were in deep gratitude for the food. He stated the
25 City could donate the meat directly to families and bypass the costs of processing. He stated the
26 program has not expanded through every area of the City, but the hunters are stating they are
27 running out of deer in the areas they are in. He stated they have thinned the herd and have seen
28 the bucks moving out of the areas. He explained the hunters only take the shot if they are 100%
29 positive they can take the deer. He stated it has been very successful, and encouraged the City to
30 continue the program next year. He asked Scott Smith if there were less deer in his area.

31
32 Scott Smith stated yes, they are not seeing all of the deer in their yards, like they usually do. He
33 stated sometimes people forget how much damage deer can cause to vehicles. He mentioned one
34 of the fire trucks had to be replaced because it had hit a deer. He stated Councilmember Butler
35 and Councilmember Irwin requested to see the final drafts of the approved Ordinances and
36 Interlocal Agreements with other government levels. He stated it is important for the Council to
37 see these final drafts in a simple manner. He stated he spoke to John Dougall about the billing of
38 SR-92 and John Dougall was happy it came under the estimated 150 million dollars cost. He
39 stated with only 5% of that money the City could rebuild all of the problem roads in Highland.
40 He stated he pulled the Interlocal Agreement for the East West Corridor which had been passed
41 on March 1st, 2011 and discovered a section that was heavily edited. He stated in the long term it
42 is probably not going to make a difference, but stated it is important for the Council to see the

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1 final product, especially when working with other government levels. He expressed his
2 appreciation for his opportunity to serve on the City Council.

3
4 Mayor Ritchie stated the final drafts were going to be put in a separate folder in Dropbox so the
5 Council could view them and stated it needs to be up and running.

6
7 Tom Butler stated it Scott Smith's and his last night on the Council. He expressed his
8 appreciation for the opportunity of serving on the Council. He stated he has enjoyed getting to
9 know the staff, Council members, and Mayor. He explained in 2009, Highland was 18 million
10 dollars in bonded debt, and stated now in 2013 the debt has dropped to 14 million. He stated
11 unless other bonds are increased, the debt should drop to approximately 10 million over the next
12 four years. He stated the most important role of government is to secure the rights and freedoms
13 of the individual. He stated at the next Council meeting, the new Council members will be sworn
14 in and will take an Oath to follow the Constitution of both the nation and the state. He explained
15 every decision the Council makes has positive or negative consequences, and it comes down to
16 walking the walk and not just talking the talk. He asked the new Council and Mayor to remember
17 if what they are doing helps promote liberty when considering new laws and Ordinances. He
18 challenged the future Council to look at the current laws and make the appropriate changes.

19
20 Mayor Ritchie stated he went through the Bush Presidential Library in Dallas, Texas last week
21 and expressed his admiration for President Bush and how the nation handled 9/11. He stated
22 Highland is one of the best, if not the best, cities in America. He stated he is very happy to have
23 had the privilege to serve. He stated he and his wife have talked many times about moving
24 somewhere with more room. He explained they cannot move because they love where they live,
25 so they have lived in the same spot for 33 years, and plan to be here for several more years. He
26 stated the Constitution is a very critical document and he spent 25 years defending it. He stated
27 he would be willing to give his life for this Country and expressed his appreciation to the City.

28 29 **CONSENT:**

30
31 MOTION: Approval of Meeting Minutes for City Council Regular Session – November 19,
32 2013.

33 ***Pulled by Scott Smith for further discussion.***

34
35 Scott Smith corrected the minutes on Page 7, Line 16. He stated it should read, "Walgreens was
36 willing to come and *comply with the blue laws* before the property was foreclosed".

37
38 **Tim Irwin moved the City Council to approve the Meeting Minutes for City Council**
39 **Regular Session – November 19, 2013 as amended.**

40
41 **Scott Smith seconded the motion.**

42 **Unanimous vote, motion carried.**

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1 MOTION: Approval of a Contract with Highland Town Plaza, LLC (WPI) – for the purchase
2 0.36 acres and a 0.178 acre easement.

3 ***Pulled by Tom Butler for further discussion.***
4

5 Tom Butler stated on Page 34 and 36 of the agenda there is a green lined area of seller easement
6 to buyer and the regular green area of buyer easement back to seller. He stated the seller needs to
7 keep that easement on the West end of the property so the buyer would be granting the easement
8 back to the City. He questioned if that is reversed.
9

10 Kasey Wright, City Attorney, stated yes, it is wrong, and they will make that change.
11

12 Tom Butler asked Matt Shipp if he has received an amended site plan with approval from the
13 State in writing, regarding the well head on the property, to make sure the State is on board with
14 the purchase.
15

16 Matt Shipp questioned what Tom Butler meant by amended site plan.
17

18 Tom Butler replied when a well is drilled there is a well head protection plan. He questioned
19 what the process was and how it is implemented when there is a modification to a previous site
20 plan.
21

22 Matt Shipp replied there are well head protection zones around each of the five well heads the
23 City owns. He stated there is a well head protection zone plan for each one. He stated the State
24 rules what is or is not allowed in those locations, so when a buyer comes in with a proposed site
25 plan they have to meet those rules and regulations.
26

27 Tom Butler questioned if the Council is being asked to approve a contract without knowing the
28 ramifications regarding the buyer's intentions, and also questioned if the State will sign off on
29 the proposal.
30

31 Matt Shipp replied he cannot guarantee what the State will do. He stated the City is not selling
32 the well head and the buyer will have to meet the regulations of the well head protection zone.
33 He stated he does not know what they plan on putting in there, but there are certain things they
34 can and cannot put in those areas.
35

36 Tom Butler questioned if the buyer is buying something without knowing exactly what they can
37 do in that zone. He also questioned what the plan is for the storage space of 3,800 square feet
38 that is currently being used for City equipment. He stated the report reads Highland would have
39 at least one year to find something to do with the equipment. He questioned if there is an
40 estimate cost to move it to land the City does not own, or for a building to be placed on City
41 property to accommodate the storage.
42

43 Matt Shipp replied the buyer should do their due diligence to find out exactly what they can do.

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1 Nathan Crane replied the Council discussed this in November of last year. He stated there were a
2 number of different sites the City owns that were presented to the Council for discussion, and no
3 decisions were made at that point, because they were looking at the Park and Maintenance
4 Contract. He explained the numbers talked about would be a minimum of \$125,000 to replace
5 the building on City property. He stated they did not discuss the design of the building, but it was
6 just a basic estimate of cost.

7
8 Brian Braithwaite stated a lot of these questions were asked previously, and they were never
9 answered, but the item passed anyway. He expressed his concern that the staff was able to give
10 as much information as they could, but no direction was given from the Council. He explained
11 no one knew where the equipment was going and how much it was going to cost, and now the
12 issue is back up. He expressed his concern if the City moves forward with the same item and still
13 not have clear direction from the Council regarding the funding for the \$125,000 and where the
14 equipment will temporarily go. He questioned if because the City is the current owner of the
15 property and the seller, do they have any obligations in modifying the plans or if it is completely
16 up to the buyer. He stated the City owned land around the well is shrinking and questioned if
17 because of the shrinking, the City needs to submit a modification to the State.

18
19 Matt Shipp replied yes, there would have to be a modification sent, but he does not know what it
20 is because he hasn't seen anything from the buyer. He stated the approval would be based off
21 what is being proposed to be placed on the land. He explained the use changes the land, and no
22 matter who owns the land, the owner will need to follow those rules. He replied at this point,
23 there is not a plan for the equipment.

24
25 Nathan Crane stated the City has up to one year to move the equipment.

26
27 Mayor Ritchie stated the funding needs to be discussed. He stated after one year the City has
28 other options. He explained they have talked to Cedar Hills about temporary storage in their
29 building, and they have looked at sites on City property where a building could be placed. He
30 explained the \$300,000 collected from the purchase be used for the relocation of the building, or
31 exaction fees that are already collected could be used.

32
33 Nathan Crane stated there is just over \$253,000 in the exaction fee account. He stated the
34 original proposal was to use those monies to pay for the relocation costs.

35
36 Mayor Ritchie stated regardless of if the City uses the exaction fees to purchase a future
37 building, the City is still obligated to pay the fees to Westfield so there is that liability already.
38 He explained selling the building reduces the liability, and there are the current exaction fees and
39 future ones that will continue to reduce the liability.

40
41 Brian Braithwaite stated the property is better utilized as a commercial front, but there are two
42 problems. He stated one; the City does not have a clear plan to fund this, and if the City is going
43 to make the change, the Council ought to know what money they are going to use. He stated the

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1 Council should set aside enough money to make sure there is a clear plan. He stated the other
2 issue is the well. He expressed his concerns regarding rising costs if the City ends up needing to
3 move the well. He stated there could also be contamination which would require water testing.
4 He explained having those impacts to the City would immediately raise costs. He stated it may
5 be cheaper to leave the building there, because of risks associated with the well. He stated the
6 City should find the funds before selling the property.

7
8 Mayor Ritchie stated the \$253,000 from exaction fees that could be used for the building and
9 there are locations the City owns that would work. He stated the well head is protected through
10 the well head protection zone and nothing is allowed in that area that does not meet the State
11 requirements.

12
13 Scott Smith stated the well head is far south of the access road. He stated people need the access
14 road to provide an alternate entrance to Meier's Fine Foods. He questioned if the well head needs
15 to be relocated.

16
17 Nathan Crane stated the well head will not need to be moved.

18
19 Brian Braithwaite stated the well head is required to have certain protection because things can
20 leak through the soil over time. He stated it is unwise to have buildings, asphalt, and vehicles
21 closer to the well.

22
23 Scott Smith stated there is currently an equipment shed that is close to the well which could be
24 leaking oil. He stated he doesn't understand the difference with putting a driveway or something
25 similar in the same location.

26
27 Brian Braithwaite stated the difference is the City has control of the equipment. He stated if
28 another organization moves in, the City can only hope they obey the regulations. He stated if
29 they go bankrupt the City is left with the problem, and if the soil is contaminated, the City is the
30 one who pays the price. He stated the City may be okay with the owners coming in today, they
31 could sell out to someone who does not have the same ethics.

32
33 Mayor Ritchie stated the owners own the property so they are responsible for the hazardous
34 material. He stated someone may own the building, but Westfield is the property owner.

35
36 Brian Braithwaite stated no matter what the City would go after them, but the City would be
37 responsible for fixing it in the meantime.

38
39 Jessie Schoenfeld stated Meier's Fine Foods is closer to the well than the proposed commercial
40 property and has already been approved.

41
42 Scott Smith stated Meier's Fine Foods is land locked. He questioned if this proposed property is
43 not sold, if there is any way to provide another access to Meier's Fine Foods.

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1 Tim Irwin stated there is access to the building by Wendy's. He stated the property would be
2 much better utilized as a commercial front, but explained a plan needs to be in place for the
3 equipment before selling the property.
4

5 Dan Schmidt, proposed buyer, stated as far as the well head is concerned, Meier's Fine Foods
6 just finished the process of getting approval from the State. He explained anyone who is
7 improving the property cannot do so without the authority from the appropriate agencies. He
8 stated they have spent as much as two years going through processes to make sure they are
9 meeting all requirements for development. He explained in regards to protecting the well head,
10 they are required to encase the piping within a certain distance of the well head, with a special
11 kind of casing to prevent leakage. He explained Meier's Fine Foods have already done most of
12 the pipe casing. He stated if there is leakage into the soil, the responsibility is always of the party
13 that caused the leakage. He explained the bank that backs the mortgage for a property stands
14 behind them, so in the extreme case of a bankruptcy, the bank takes the ownership responsibility.
15 He stated they are confident they will be able to meet all requirements for the well head
16 protection zone, especially with the help of Meier's Fine Foods.
17

18 Brian Braithwaite questioned if it is possible for a building to be approved, but water testing has
19 to be done more frequently which would incur more cost to the City.
20

21 Dan Schmidt replied sometimes there is increased monitoring, but there is not in this case. He
22 stated the burden should not be any greater than it already is with Meier's Fine Foods.
23

24 Matt Shipp replied there has not been an increase of monitoring. He stated depending on the
25 proposal; it would dictate the number of test samples needed.
26

27 Brian Braithwaite questioned if the building is constructed in a way that would force the City to
28 monitor the well more often than the City could tell the State not to approve the construction.
29

30 Matt Shipp stated the City has a lot of ability with protection zones. He stated with the limited
31 information he has, he does not foresee any difficulty.
32

33 Scott Smith questioned if this business access is needed because of UDOT requirements. He
34 stated there is another plot west of Wendy's for possible future business plans, so it may be a
35 problem to run all of the businesses with just one access point
36

37 Dan Schmidt replied yes, the business access is needed. He stated they have always anticipated
38 achieving this plan and utilizing both access points. He stated that is partly why they've come
39 back with a smaller parcel yet kept the purchase price the same, in order to maintain and improve
40 the easement area for the access. He stated the businesses would not survive with just one access
41 point in the front.
42

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1 Scott Smith stated many residents do not want businesses in other areas of Highland, but this is
2 an opportunity to develop Town Center. He asked Matt Shipp how often the wells are monitored.
3

4 Matt Shipp replied they regularly monitor the wells and they have not been contaminated in a
5 long time.
6

7 Scott Smith stated the proposed area is in the Town Center, it has been previously approved, and
8 the City is receiving money from the sale of this property which can be used to move the
9 equipment. He stated he believes a commercial building would have less risk of contamination
10 than equipment storage. He stated he is in support of selling the property.
11

12 Tom Butler stated he is in support of the concept, but is concerned with the well head. He
13 suggested having someone come down from the Department of Water Resources and give their
14 approval for the plan. He stated he would rather be safe, than have to shut the well down with a
15 huge cost to the City.
16

17 Tim Irwin stated he agrees with Tom Butler and Brian Braithwaite's concerns. He stated he is in
18 favor of the project, but it has been over a year since it had previously passed, and there still is
19 not a plan to relocate the equipment. He stated he agrees having the equipment off the property is
20 safer, but would rather wait for a plan before the property is sold.
21

22 Mayor Ritchie asked Dan Schmidt if there were already interested occupants.
23

24 Dan Schmidt stated they anticipate retail uses and have several interested people without the
25 ability to make commitments. He stated they have not actively spent time marketing, because it
26 has ample parking, but they wanted to make sure the flow of traffic would work before making
27 plans.
28

29 Nathan Crane stated there has never been the intent to delay the issue or pass this without having
30 a clear plan. He stated they believed it was a good time to move forward, because of Meier's
31 opening and the completed negotiations with UDOT regarding the access. He stated everything
32 came together and the City can identify a site and the cost within the time frame of the contract.
33

34 Jessie Schoenfeld stated Mayor Ritchie believes there is enough money to replace the building
35 and the Council could direct staff to look for a couple of options for the equipment now. She
36 stated there are sites available, so the Council should move forward with the item.
37

38 Tom Butler stated the purchase price is \$300,000 and asked how that price was decided.
39

40 Nathan Crane stated an appraisal was done and the purchase price is actually above the appraised
41 value.
42

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1 Dan Schmidt stated they had already discussed the purchase price prior to the appraisal and once
2 the appraisal came in a little under, they agreed to pay that same amount as originally outlined.

3
4 **Tom Butler moved the City Council to continue the item at the Council Meeting on**
5 **January 7th and directed staff to come up with two or three options for building sites, how**
6 **the process will be funded, and if possible, have someone from the Water Resources Board**
7 **come and give their approval.**

8
9 **Tim Irwin seconded the motion.**

10
11 Brian Braithwaite questioned if the proposal to change the structure of the building and easement
12 requires a site plan modification.

13
14 Nathan Crane stated yes, there will need to be an Administrative Approval for the west side of
15 the site.

16
17 Brian Braithwaite stated it would be nice to have that moved as well. He stated this is not the
18 Council's area of expertise and they need to feel a level of comfort that their questions are being
19 addressed. He stated he feels more comfortable that they are following the same rules as Meier's
20 Fine Foods, but wants to make sure it is the most cost effective use of the land.

21
22 **Those voting Aye: Brian Braithwaite, Tom Butler, Tim Irwin**
23 **Those voting Nye: Scott Smith, Jessie Schoenfeld**
24 **Motion carried.**

25
26 MOTION: City Council Meetings – 2014 Meeting Schedule.
27 **Item Approved by Consent.**

28
29 Mayor Ritchie called for a break at 8:24 p.m.

30
31 Mayor Ritchie called the meeting back to order at 8:36 p.m.

32 **ACTION ITEMS:**

33
34
35 MOTION: Alliance with Cedar Hills – Recreation Services.

36
37 BACKGROUND: Aaron Palmer stated Cedar Hills approached Highland and Alpine Cities to
38 offer shared recreational services managed by Cedar Hills. He stated Cedar Hills wants to be
39 known as a Recreation City. He explained Highland and Alpine don't provide those services, and
40 Cedar Hills is offering recreational services at the same rate as their residents. He stated the trade
41 is Cedar Hills would be allowed to use Highland fields for those recreational services and would
42 take precedent in field reservation. He explained in the past, Highland has contracted with
43 American Fork, and in 2010-2011 Highland paid \$98,000 to allow Highland citizens to

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1 participate in American Fork recreation at their citizen rate. He stated a field use policy would
2 also be created for the City. He explained people are currently using the fields and there is no
3 way to monitor the field use or collect fees. He stated Highland City will receive \$2 back for
4 each participating Highland resident to assist with field maintenance when there is recreational
5 field usage in Highland.

6
7 Greg Gordon, Recreation Director of Cedar Hills, stated this is nothing new. He explained Cedar
8 Hills has always offered recreational services to Highland residents at the residential rate, but
9 they wanted the City Council's support. He stated Cedar Hills has never offered nonresidential
10 rates and there are no competitive leagues, because it purely recreational and about having fun.
11 He mentioned last year 25% of the participants were Highland residents, and this year it is
12 already 29% Highland residents. He stated they have not had the ability to do special advertising,
13 but would like to get the word out in the City newsletter and website.

14
15 Scott Smith questioned how the \$2 per resident for field maintenance works.

16
17 Greg Gordon stated the \$2 per participating Highland residents would be per outdoor event that
18 the program would use Highland fields. He explained the fee to join the recreational services
19 would be the same for everyone, but the program would give \$2 back to Highland City per
20 participating Highland resident for field maintenance. He stated it is something that would need
21 to be worked out between the City Managers. He stated currently everyone is coming to play in
22 Cedar Hills and there is only one field, so this will give Highland residents the opportunity to
23 play close to home.

24
25 Scott Smith questioned which fields in Highland would be utilized. He stated a lot of the athletic
26 fields are in open space neighborhoods, and those residents are paying \$20 per month for those
27 fields. He explained he does not know how they will feel about other cities using them.

28
29 Aaron Palmer stated it would be up to the Council to decide which open space parks to use. He
30 explained it depends on how many fields are needed. He stated they will use non-open space
31 fields first.

32
33 Greg Gordon stated the biggest need is in the fall, when there are so many activities going on in
34 the one field. He explained although it is not ideal, they have partnered with the church to use
35 their field, because of the lack of field space.

36
37 Tim Irwin questioned what kind of input the Highland residents will have on recreation services.

38
39 Aaron Palmer stated Cedar Hills is currently providing recreational services, but they can take
40 the information and forward it to Cedar Hills. He explained the City Managers meet monthly and
41 can bring up those issues and discuss them at that point.

DRAFT

1 Greg Gordon stated they are always looking for recommendations and so the residents are
2 welcome to call or email the Recreation Department at Cedar Hills anytime.

3
4 Tim Irwin stated it sounds like a wonderful idea, but expressed his concern that all of the control
5 will be with Cedar Hills. He stated the Council saw the agenda yesterday, and stated he would
6 like to see more of it planned out before it comes back to the Council for a vote.

7
8 Aaron Palmer stated it is a win for the City, because Highland cannot afford its own recreational
9 program. He replied they are looking for concept approval, so they know to move forward and
10 bring back the completed plan.

11
12 Brian Braithwaite stated he is in favor of it. He explained the fee should be based off the real cost
13 for field maintenance and not \$2 per participating Highland resident. He explained he would love
14 to allow the recreational services to use the fields, but believes the compensation should be
15 figured out so it is fair to both the City and the program. He stated if they end up just using the
16 field in Cedar Hills, Cedar Hills should get all of the money. He stated if they just use Highland
17 City fields then all participants should pay their portion for maintenance. He explained there is a
18 list of activities provided by Cedar Hills, some of which compete with Highland City activities.
19 He stated he would not want those activities promoted in Highland if they're conflicting. He
20 questioned if the recreational services will be a Tri-City recreational organization managed by
21 Cedar Hills or just a Cedar Hills recreation program that they are allowing Highland to
22 participate in.

23
24 Greg Gordon stated this is just the list of activities they have for their residents. He stated he
25 doesn't know what things compete, but things can be removed and just be sponsored by
26 individual cities. He stated it is up to the City Administrators to work that out.

27
28 Aaron Palmer stated it is more of a Tri-City Organization managed by Cedar Hills.

29
30 Brian Braithwaite stated leaving the activities on the list is okay as long as Highland's and
31 Alpine's activities are included as well. Brian Braithwaite stated Cedar Hills is going to need
32 help from staff to register some of the parks and there will be additional wear and tear on the
33 City fields. He stated fields are meant to be used, and stated he is in support.

34
35 Aaron Palmer stated Highland does not currently have a field use policy and the City does not
36 receive any reimbursement for field maintenance. He stated there would be some coordination
37 with Emily Gillingwater so she knows which fields are available and when, but everything else
38 will be handled by Cedar Hills.

39
40 Brian Braithwaite stated there should be a clear limitation of staff that will be used, so it does not
41 grow internally without the Council knowing and so Cedar Hills knows what the limitations are.

DRAFT

1 Tom Butler questioned why it is just K-2 for soccer. He questioned if any schools are used in
2 Highland, does Cedar Hills handle that directly with Alpine School District. He also questioned
3 if the recreation services were always one set fee.

4
5 Greg Gordon replied when kids reach 3rd or 4th grade it starts getting competitive and Cedar Hills
6 wants to keep it recreational and fun. He stated there is not enough staff to deal with the
7 competitive leagues, but they could expand if need be. He replied yes, they handle that with
8 Alpine School District directly. He replied they previously charged a non-residential rate and that
9 changed approximately four years ago when their Council wanted more recreation.

10
11 Tom Butler clarified there is not a contract or other costs accrued to the City. He clarified it is
12 self-funding and managed by Cedar Hills.

13
14 **Tom Butler moved the City Council to approve the non-contractional alliance for
15 recreational services with Cedar Hills City.**

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

18 **Unanimous vote, motion carried.**

19
20 **RESOLUTION: Amending an Interlocal Agreement – North Point Solid Waste Special Service
21 District.**

22
23 **BACKGROUND:** Aaron Palmer stated this is an Amended Interlocal Agreement with North
24 Point Solid Waste District and Rodger Harper, the General Manager, is here to address the
25 changes between the current contract and what they are now proposing. He stated they are now
26 asking for an additional six year contract. He explained they wanted six years in order to
27 negotiate with Allied Waste when that contract expires in five years. He stated there would also
28 be a penalty of losing their assets when leaving the District and if they wanted to come back they
29 would have to buy those assets back.

30
31 Tim Irwin stated he is on the North Point Solid Waste Point Board, so he saw this agreement and
32 is in agreement with it. He expressed his concern that it is an extensive document and the other
33 Councilmembers only had one day to look at it. He stated Eagle Mountain and Alpine decided to
34 leave the District and when they leave the costs will go up for the remaining cities. He explained
35 the Interlocal Agreement will help with those costs. He stated he had a tour of the facility and
36 Rodger Harper runs a very efficient program, and will need to continue to do so in order to
37 remain competitive.

38
39 Scott Smith questioned why Alpine City decided to leave and where they are taking their trash.
40 He questioned where the citizens of Alpine haul their larger loads of garbage.

41
42 Rodger Harper, General Manager of North Point Solid Waste District stated Alpine contracts
43 with Ace and they are doing a direct haul to the new landfill in Cedar Valley called the

DRAFT

1 Intermountain Regional Landfill. He replied North Point Solid Waste District is a transfer station
2 set up by Utah County, and every municipality has a position on the Board and are still in the
3 District. He stated because they are no longer participating in the District, the citizens of Alpine
4 can either drive out to Cedar Valley or they can still use North Point Solid Waste District, but the
5 fees are double. He stated North Point Solid Waste District is undergoing a 1.3 million dollar
6 retrofit to redesign the entrance and exit, put in a new scale house, roads, and infrastructures and
7 have already done facility improvements. He stated they depend on the cities' garbage for these
8 improvements, so this commitment will allow them to provide a better facility.
9

10 Tim Irwin stated Alpine City felt they were going to save more money by going directly to the
11 landfill instead of using a transfer station.
12

13 Scott Smith questioned if it is cheaper for the residents of Alpine or just the City.
14

15 Rodger Harper stated Alpine City essentially saved the transfer cost of about \$9 a ton per citizen.
16 He explained the citizen can either haul it directly or take it to the transfer station and pay
17 double. He stated they have had to start asking for proof of residency and in a year they will be
18 able to show how many citizens from each City comes in a year. He stated financially it was a
19 good deal for Alpine City, but it is still to be determined if it was a good deal for the residents.
20

21 Mayor Ritchie stated Alpine's rate per can with Ace is higher than Highland's rate with Allied.
22

23 Tom Butler questioned why Eagle Mountain opted out of participating in the District.
24

25 Rodger Harper stated the Interlocal Agreement still has Alpine and Eagle Mountain on it and this
26 forces those to cities to decide if they want to participate. He stated it did not make a lot of sense
27 for Eagle Mountain to haul it to the transfer station because of the distance. He stated Alpine did
28 not want to leave the District, in case their current plan doesn't work, but this would make a
29 commitment one way or the other.
30

31 Tom Butler questioned what the status was for the other cities.
32

33 Rodger Harper stated he met with Pleasant Grove and they are going to take action next week.
34 He stated Lehi passed it last week and he is meeting with Orem City on the 10th. He stated he has
35 not yet met with American Fork, but will. He stated Provo and everything south goes to South
36 Utah Valley Solid Waste in Springville. He explained Payson has its own landfill, so they do not
37 participate.
38

39 Tom Butler questioned what would happen to the contract if Lindon shut down the transfer
40 station due to smell. He also questioned what the cost is per ton to the City including the \$9.
41

42 Rodger Harper stated he does not foresee that being an issue. He explained the garbage they
43 receive that day is shipped the next day. He replied the cost to the City is \$31.50 per ton. He

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1 mentioned when he came to the District nine years ago, they were paying \$32.60. He stated the
2 waste from the transfer station goes to Rocky Mountain Regional Landfill in Tooele County.

3
4 Tom Butler questioned if a six year term was the minimum the District would be content with.

5
6 Rodger Harper replied yes, the reason for the six year term is because their contract with Allied
7 Waste is a five year term. He stated it allows the District to show they have the commitment of
8 garbage tons from the cities and get the best renewal contract.

9
10 Brian Braithwaite stated the contract reads, the cities get out in six years, and it renews for every
11 two years thereafter for twelve years. He clarified if the City opts out in six years, than they have
12 to pay for their percentage of assets if they would like to come back. He questioned how many
13 Highland citizens come to the transfer station.

14
15 Rodger Harper stated there is no benefit of opting out, because the only other option is for the
16 residents to drive their garbage to the landfill or pay double at the transfer station. He replied he
17 does not know how many Highland residents come, because there was no need to track it until
18 recently. He stated 70,000 residents use the facility a year. He explained when their contract with
19 Allied Waste ends in five years; they will get bids and choose whichever the best option is at that
20 time.

21
22 Brian Braithwaite stated he believes it is a good deal, but explained he would like to continue the
23 item so he can review the issue, talk to Alpine, and find out how big of a benefit using the
24 facility is to the City and its residents.

25
26 **Brian Braithwaite moved the City Council to continue the item, Amending an Interlocal**
27 **Agreement – North Point Solid Waste Special Service District, at the first meeting in**
28 **January in order to receive the usage by Highland residents, understand more clearly the**
29 **benefits Alpine sees, and have the opportunity to go through the agreement.**

30
31 **Tom Butler seconded the motion.**

32
33 Scott Smith questioned how Brian Braithwaite was going to get the statistics and if there will be
34 a survey done by the people. He stated the last campaign had a lot of talk of serving the people
35 and if Highland decides not to go with the agreement, the residents will have to pay double or
36 drive to Cedar Valley.

37
38 Tim Irwin stated the other thing that needs to be taken into consideration is the City's five year
39 contract with Allied Waste.

40
41 Brian Braithwaite replied Rodger Harper would get him the statistics. He questioned if Allied
42 Waste would take the garbage out to the landfill.

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1 Mayor Ritchie replied he does not know if Allied Waste would, but if they did there would be an
2 extra cost, so the City would need to renegotiate with Allied Waste. He stated the fees would
3 most likely go up, especially with opening up the contract. He stated it is not just about going to
4 the transfer station or the landfill; it is also about the charge per can. He stated Alpine residents
5 pay approximately \$11 a month for their cans.
6

7 Tom Butler stated Alpine and Eagle Mountain have already decided not to participate. He
8 clarified the cost will go up for the remaining cities if other cities decide to follow suit.
9

10 **Those voting Aye: Brian Braithwaite, Jessie Schoenfeld**

11 **Those voting Nye: Tom Butler, Tim Irwin, Scott Smith**

12 **Motion failed.**
13

14 Brian Braithwaite questioned if the City Attorney has had the chance to go through the
15 Agreement.
16

17 Kasey Wright replied no, he has not yet.
18

19 Brian Braithwaite questioned why the Council would pass an agreement that the City Attorney
20 has not had the chance to go through and at least one City Council member has not had the
21 chance to go through either.
22

23 **Scott Smith moved the City Council to approve the Resolution to amend the Interlocal**
24 **Agreement with North Point Solid Waste Special Service District as written.**
25

26 **Tim Irwin seconded the motion.**
27

28 Brian Braithwaite stated it is foolish to approve an agreement the City Attorney has not looked
29 through. He questioned how critical it is to have the agreement signed today as opposed to the
30 beginning of January.
31

32 Rodger Harper stated it would not make a difference to him.
33

34 Tim Irwin stated if the issue is moved to January it will continue to get pushed to a later meeting.
35 He stated it is frustrating that the Council received the agreement so late. He stated the only
36 reason he is okay with it, is because he has already seen and reviewed the document while on the
37 North Point Solid Waste Board.
38

39 **Those voting Aye: Tim Irwin, Jessie Schoenfeld, Scott Smith**

40 **Those voting Nye: Tom Butler, Brian Braithwaite**

41 **Motion carried.**
42

DRAFT

1 ORDINANCE: Amending Title 12 of the Highland City Municipal Code – Adding Chapter
2 12.08, Road Maintenance and Repair.

3
4 BACKGROUND: Brian Braithwaite stated he spoke with the Mayor because the City had voted
5 on a road fee. He stated one of the frustrations with the residents was that they did not know
6 what the needs were and how the fees were going to be used. He stated he asked the Mayor and
7 staff to put something together to make it more clear in the Code and get the communication out.
8 He stated there is a concept of zoning within the City and it does not financially obligate
9 anything. He stated he has a few modifications; that it is updated yearly, that the Council would
10 receive it prior to the budget negotiation for the upcoming year, and that it would be placed on
11 the website for the residents. He stated they would have the information in advance and see what
12 the budget plans are for the roads.

13
14 Mayor Ritchie stated by identifying the zones it allows the residents to see where the repairs and
15 rebuilds are going to take place.

16
17 Scott Smith commended the City staff and Councilmember Brian Braithwaite, and stated it is a
18 step in the right direction.

19
20 **Brian Braithwaite moved the City Council to approve the Amendment to Title 12 of the**
21 **Highland City Municipal Code – Adding Chapter 12.08, Road Maintenance and Repair**
22 **with the following changes. One, the first line reads “regulating hunting in city parks”, but**
23 **should read “*immediate and future planning of city road needs*”. Two, on Section 12.08.020**
24 **Road Maintenance Map #3, it would read “The Map shall be updated *and published in a***
25 ***conspicuous location on the Highland City website within 45 days after each fiscal year***
26 ***completion*”. Three, on Section 12.08.040 Expenditure of Road Maintenance Monies, there**
27 **would be two additional sections that read, “5. *The projected budget for the sequential year***
28 ***shall be updated and delivered to the City Council no later than the first official City Council***
29 ***meeting in April of each year in preparation of determining the following budget year. 6. The***
30 ***current budget year and the projected future budget needs shall be updated yearly and***
31 ***published in a conspicuous location on the Highland City website within 45 days after the start***
32 ***of the fiscal year.*”**

33
34 **Scott Smith seconded the motion.**

35
36 Tom Butler expressed his concern regarding the concept. He stated he does not understand why
37 it makes a difference if it is in zones or citywide and stated although they are not obligating a
38 funded amount, this is obligating funding for a zone. He stated it reads the monies may be used
39 in other zones only when the repairs are completed in the identified zone, and stated with
40 insufficient funds they will never be done in the one zone. He questioned who prioritized the
41 zoning, because some C grade roads would be pushed back to 2019 which goes against what
42 Matt Shipp had previously asked for. He mentioned Matt Shipp has already started on a road

DRAFT

1 plan, and stated he does not see the benefit of this amendment and believes there will be
2 unintended consequences.

3
4 Scott Smith stated he understands Tom Butler's concerns, and questioned Matt Shipp regarding
5 the zones.

6
7 Matt Shipp replied he liked the idea of the zones as a way of prioritizing and organizing the plan,
8 because there are limited funds. He stated residents were upset because there was not a plan in
9 place and this is a way to budget and show where the money is going. He explained they will
10 prioritize the roads in each zone.

11
12 Tim Irwin commended Brian Braithwaite on the idea, but agreed with Tom Butler that there are
13 roads in every zone that should be looked at now. He stated it is a good idea, but he is not sure
14 this is the solution.

15
16 Brian Braithwaite stated the concern is valid, but it is all contingent upon the budget. He stated if
17 roads in other zones are in grades D and F, it is because there is not enough funding. He
18 explained based on the existing funding the current zone wouldn't get any funding either. He
19 stated it has more to do with the funding rather than the zoning, and adjustments may be made.

20
21 Matt Shipp stated there are limited funds and doing zones breaks it down. He stated these are
22 arbitrary numbers.

23
24 Scott Smith stated he understands the concerns, but the City is already two years beyond the road
25 study plan and although this may not be the best plan, it is a good start and future Councils may
26 adjust the plan. He stated the City needs to make a step somewhere and then budget as carefully
27 as possible. He stated if there is an emergency the Council can move the funds there.

28
29 **Those voting Aye: Jessie Schoenfeld, Scott Smith, Brian Braithwaite**

30 **Those voting Nye: Tim Irwin, Tom Butler**

31 **Motion carried.**

32
33 Mayor Ritchie called for a break at 10:03 p.m.

34
35 Mayor Ritchie called the meeting back to order at 10:11 p.m.

36 COMMUNICATION ITEMS BY MAYOR, CITY COUNCIL & STAFF

- 37
38
39
 - Handicap Parking – Scott Smith

40
41 Scott Smith stated he understands both sides of the argument regarding the handicapped parking
42 at Freedom Elementary. He stated he is a parent of a handicapped child and stated he has a place
43 in his heart for parents with disabled children and their struggles. He stated he does not

DRAFT

1 understand why it is such a big problem for the City, especially if it does not accrue any costs.
2 He stated the City should be compassionate to its citizens.

3
4 Heidi Cordner, resident of Highland, stated Freedom Elementary has the five required
5 handicapped stalls, but they only accomplished it after she brought it to their attention and
6 painted the stall herself. She stated they later black topped over the stall and painted another fifth
7 stall. She explained the spots are compliant with width and location but do not have a sight line
8 to the only handicapped accessible entrance. She stated Freedom Elementary installed another
9 automatic door system, but it does not work. She mentioned they have not complied to add that
10 aid with a safe walking system. She stated she would just like to paint 25 feet of curb and install
11 a placard that would allow police to patrol the spot. She stated she would also pay for a sign that
12 reads “For Student Use Only”, because a lot of grandparents visit the school. She stated she
13 brought it forward with the Council and the school did not put forward a plan. She stated she
14 would just like to paint the curb and then put up the placard and a sign which she would pay for.

15
16 Brian Braithwaite stated he spoke to Alpine School District and Freedom Elementary and they
17 asked him to get the specific areas they are not in compliance so they may address those issues.
18 He stated Heidi Cordner is giving him that information. He stated it is the Alpine School
19 District’s issue, so they should fix the problem, but they are not the only solution. He stated he
20 would like to put pressure on them to get it done, and if that does not happen he is in support of
21 finding another solution.

22
23 Heidi Cordner stated the school put in automatic doors and that is as far as they intend to go. She
24 stated the correct solution was making the automatic doors at the front entrance more accessible.
25 She stated she asked them if they were going to spend a couple thousand dollars for the
26 automatic doors, if they would please use it instead for a wheelchair accessible playground. She
27 explained it is hazardous to have automatic doors anywhere besides the front entrance because of
28 their locking system and stated they are now going to spend additional money on cameras to
29 watch the doors. She stated the correct solution would be to utilize the grassed area in front of
30 the school to make a deeper parking lot, separate a back parking lot with a sidewalk and a direct
31 line of sight to the front of the school. She stated the ADA law states any change for a disabled
32 child should be considered an immediate change, because it is important for disabled children to
33 have independence.

34
35 Tom Butler clarified they would be painting a public curb and there would be no cost to the
36 school or the city.

37
38 Matt Shipp stated if there will be an ADA stall she needs to have access to the sidewalk.

39
40 Heidi Cordner stated she chose that area because it already has a sidewalk at the curb. She also
41 asked for permission to paint the bumps on the curbs yellow so they are up to Code.

42

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1 Matt Shipp stated there would need to be a curb cut with ADA access and what is there does not
2 currently qualify.

3
4 Heidi Cordner stated there is no need for an additional ramp because it is a van unloading. She
5 stated she could get a contractor to pour concrete if needed, but there is no need for a ramp.

6
7 Matt Shipp stated there may be others who are not in the same situation she is in, so they would
8 need to have the curb cut and ramp placed for ADA requirements.

9
10 Mayor Ritchie stated his concern is if the City designates something as disabled parking on the
11 street, they are then liable and have to make sure it meets the requirements. He stated he has a
12 disabled grandchild and understands the struggles. He explained he met with the principal and
13 Heidi Cordner has 504 rights, so her son is picked up from her home and taken to the school
14 where he is met by an aid at the curb. He stated if the aid is not there, Mrs. Mortensen performs
15 that function.

16
17 Heidi Cordner stated that only started this year and because her son has so many doctor
18 appointments she is always at the school and needs a spot to pick him up.

19
20 Mayor Ritchie stated the three spots on the west are closest to his classroom and she would be
21 there to walk him to the car. He stated he went to the school today and the spot Heidi Cordner is
22 asking for loses the line of sight to the front doors. He expressed his concern that if they do it at
23 Freedom Elementary they will have to do it at each school.

24
25 Heidi Cordner stated she walked the grounds with Mr. Melville and they agreed what she
26 requested was the most reasonable. She stated when her son moves into fourth grade he will be
27 on the opposite end of the school, and when she checks him out she has to do that in the office at
28 the front of the school. She stated the aid is not always there to meet her son at the curb, and she
29 is always willing to be his aid. She stated she wouldn't ask for that spot if it was not the best
30 thing. She stated she would have loved to have discussed this over a meeting, but now she is told
31 she would have to meet with a 504 coordinator and is no longer allowed to meet with Mr.
32 Melville. She stated it is an easement owned by the City, so there would be no additional costs
33 and she would hire a contractor to cut and pour the concrete. She stated there is nothing she
34 won't do for her son.

35
36 Scott Smith stated he understands the argument, but if Heidi Cordner is bearing the costs, he
37 does not understand the downside of assisting a resident. He stated he hopes the next Council
38 will look at the item and consider it.

39
40 Tom Butler questioned if there was any reason for City liability. He stated he is in support.

41
42 Kasey Wright stated whoever does the work needs to follow all rules and regulations and he
43 would need to double check the procedure.

DRAFT

1
2 Tim Irwin stated this would be a perfect opportunity for the Highland City Foundation.

3
4 Scott Smith stated he spoke to Heidi Cordner regarding that, and they are working on a
5 handicapped playground.

6
7 Tim Irwin stated he understands how difficult it can be and the City doesn't need to make it
8 harder.

9
10 Mayor Ritchie stated it will come back in January for action.

- 11
12 • Presentation of Appreciation – Outgoing Mayor and City Council Members

13
14 Aaron Palmer thanked Mayor Ritchie, Scott Smith, and Tom Butler for their service to the City
15 of Highland and gave them a token of appreciation for their service.

16
17 Mayor Ritchie expressed his appreciation for his opportunity to serve as Mayor. He stated the
18 deer hunt has been successful, so the DWR has asked if the City has any places they can come
19 and trap the deer to move them elsewhere. He stated if there are any area suggestions, let them
20 know.

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 ADJOURNMENT

27
28 **MOTION: Tim Irwin moved to adjourn.**

29
30 **Jessie Schoenfeld seconded the motion.**

31 **Unanimous vote, motion carried.**

32
33
34 Meeting adjourned at 10:51 p.m.

35
36
37
38

JoD'Ann Bates, City Recorder

39
40 Date Approved: January 7, 2014

HIGHLAND CITY CITY COUNCIL MEETING JANUARY 7, 2014			
REQUEST:	RESOLUTION: Re-Appointing the City Recorder and City Treasurer of Highland City		
APPLICANT:	Highland City		
FISCAL IMPACT:	N/A		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	LOCATION Citywide

BACKGROUND:

Pursuant to UCA 10-3-916, in each city, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to each of the offices of the City Recorder and Treasurer. This is typically done on or before the first Monday in February following a municipal election for a period of two years.

It is recommended that JoD’Ann Bates be Re-Appointed to the position of City Recorder and Jill Ballamis be Re-Appointed to the position of the City Treasurer. Pursuant to the code these appointments will be for a period of two years before re-appointment is necessary.

ATTACHMENTS:

- Proposed Resolution

RESOLUTION NO. R-2014.**

**A RESOLUTION OF HIGHLAND CITY, UTAH
RE-APPOINTING THE CITY RECORDER AND CITY TREASURER**

WHEREAS, the Highland City Council deem it appropriate to appoint the following city personnel for a period of two years beginning February 1, 2014 in accordance with Section 10-3-916, Utah Code Annotated:

- Highland City Recorder, JoD'Ann Bates
- Highland City Treasurer, Jill Ballamis.

This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Highland City, Utah, this 7th day of January, 2014.

HIGHLAND CITY, UTAH

Mark S. Thompson, Mayor

ATTEST:

JoD'Ann Bates, City Recorder

<p style="text-align: center;">HIGHLAND CITY CITY COUNCIL MEETING JANUARY 7, 2014</p>			
REQUEST:	MOTION: Ratifying the appointment of Mayor Thompson, Tim Irwin and Brian Braithwaite to the Lone Peak Public Safety Board		
APPLICANT:	Mayor Thompson		
FISCAL IMPACT:	N/A		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	LOCATION
N/A	N/A	N/A	Citywide

BACKGROUND:

Due to recent elections there are three vacancies on the Lone Peak Public Safety Board as of January 1, 2014. The Lone Peak Public Safety Board is made up of two (2) representatives for the Police Department and Fire Department and one (1) representative for the Fire Department only. Mayor Thompson has met with Council members and has appointed the following Council Members as follows:

- Mayor Mark Thompson – Police and Fire Department
- Tim Irwin – Police and Fire Department
- Brian Braithwaite – Fire Department.

RECOMMENDATION:

Mayor Thompson is recommending that Tim Irwin and Brian Braithwaite be appointed as Lone Peak Public Safety Board Members to fill two of the vacant seats with a 2 year term to expire in 2015. Mayor Thompson will fill the remaining vacancy with a 4 year term to expire in 2017.

<p style="text-align: center;">HIGHLAND CITY CITY COUNCIL MEETING JANUARY 7, 2014</p>			
REQUEST:	MOTION: Ratifying the Re-Appointment of Brian Braithwaite to the Timpanogos Special Service District		
APPLICANT:	Mayor Thompson		
FISCAL IMPACT:	N/A		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	LOCATION Citywide

BACKGROUND:

Brian Braithwaite has been serving as the Highland City Council Representative to the Timpanogos Special Service District for many years and is very knowledgeable as to the recent changes and upcoming changes being proposed. It is in the best interest of the city to have Brian be re-appointed and continue to serve as Highland representative.

RECOMMENDATION:

Mayor Thompson is recommending that Brian Braithwaite be re-appointed as a Highland City Council Representative to the Timpanogos Special Service District. This appointment will be for a two year term expiring January 1, 2016.

HIGHLAND CITY CITY COUNCIL MEETING JANUARY 7, 2014			
REQUEST:	MOTION: Nomination and Selection of Mayor Pro-Tempore		
APPLICANT:	Highland City		
FISCAL IMPACT:	N/A		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	LOCATION Citywide

BACKGROUND:

In all municipalities, the Mayor shall be the chairman and reside at the meetings for the governing body. In the absence of the Mayor or because of his inability or refusal to act, the governing body may elect a member of the governing body to reside over the meetings as Mayor Pro Tempore.

Councilmember Tom Butler had been serving as Mayor Pro Tempore. Traditionally, the City Council selects a Mayor Pro Tempore at the beginning of each year.

This action is done pursuant to Utah Code, Annotated 10-3-406

RECOMMENDATION:

City Council nominates and votes a Mayor Pro Tempore to preside over meetings in the Mayor absence.

HIGHLAND CITY CITY COUNCIL MEETING JANUARY 7, 2014	
REQUEST:	MOTION: Reimbursement to Hadco Construction Inc. for the upsizing of a pressurized irrigation water line to meet the Highland City Master Planned Size. The amount of the reimbursement is for \$38,134.00
APPLICANT:	Highland City
FISCAL IMPACT:	Thirty Eight Thousand One Hundred Thirty Four (\$38,134.00) Dollars from the pressurized irrigation fund

BACKGROUND:

During the construction of the Beacon Hills Plat C Subdivision, Perry Homes was required to install a pressurized irrigation line to meet their pressurized irrigation needs. The minimum line size required is an eight (8”) inch diameter line.

Highland City Pressurized Master Plan requires that the City install a sixteen (16”) inch diameter line to carry higher volumes of water to the west. During this design phase, it was decided that Perry Homes would have their contractor, Hadco Construction, Inc. install the upsized line and that the City would reimburse them for the cost above a required eight (8”) inch line.

Hadco has submitted a bill to the City for the work and staff has verified the numbers are correct by checking with our suppliers and other suppliers in the area to verify that the cost submitted are reasonable and correct.

PROPOSED MOTION:

Move to approve the payment to Hadco Construction, Inc in the amount of Thirty Eight Thousand One Hundred Thirty Four (\$38,134.00) Dollars for the upsizing of the pressurized irrigation line through Beacon Hills Plat C from an eight (8”) inch line to a sixteen (16”) line to meet the Highland City Master Plan Size.

ATTACHMENTS:

- Submitted Invoice



1850 North 1450 West • P.O. Box 437 • Lehi, UT 84043
 Phone: (801) 766-7611 • Fax: (801) 766-7604

To: [REDACTED]	Contact: [REDACTED]
Address: [REDACTED]	Phone: [REDACTED]
	Fax: [REDACTED]
Project Name: Beacon Hills - Highland City Responsibility On 16" PI	Bid Number:
Project Location: 5970 W. 11990 North, Highland, UT	Bid Date: 11/5/2013

HADCO CONSTRUCTION CORDIALLY OFFERS THE FOLLOWING PROPOSAL.

**** SUMPS / POND DELETED FROM BID PER MARLIN BIGLER *****

REVISED PROPOSAL FOR THE 16" PI

THESE COSTS ARE THE ADDITIONAL COSTS TO INCREASE THE PI TO 16' FROM THE 8"

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ADDITIONAL COSTS - Highland City 16" PI Upgrade					
35A	Additional Costs For 16" Ductile Iron Pressure Irrigation In Lieu Of 8" PVC	482.00	LF	\$48.50	\$23,377.00
37A	Additional Costs For 16" Gate Valve In Place Of 8"	2.00	EACH	\$1,706.00	\$3,412.00
37B	New 16" Valve Where There Was No 8" GV	2.00	EACH	\$3,110.00	\$6,220.00
36A	Additional Costs For 16" Water Fittings In Place Of 8" Fittings	1.00	EACH	\$895.00	\$895.00
36B	New 16" Water Fittings Where There Were No 8" Fittings Originally	3.00	EACH	\$1,410.00	\$4,230.00
Total Price for above ADDITIONAL COSTS - Highland City 16" PI Upgrade Items:					\$38,134.00

Total Bid Price: \$38,134.00

Notes:

- Proposal subject to change upon review of the geo-technical report
- Import material will be billed by delivery tickets
- Monuments survey and installation excluded
- Amount paid to be based on actual field installed quantities
- Power trenching & Utility Crossings are estimates only.
- Proposal includes no engineering or surveying.
- Proposal includes no city connection fees
- Proposal does not include any demolition of existing homes or structures
- Tree removal to be done by others if required.
- Proposal does not include any landscape work, including restoration of existing landscape disturbed.
- Proposal does not include any street signage
- Proposal is for items specifically included above
- Proposal for grading is for ROW only, no lot grading included.

HIGHLAND CITY CITY COUNCIL MEETING JANUARY 7, 2014			
REQUEST:	MOTION: 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.		
APPLICANT:	Highland City Council and WPI		
FISCAL IMPACT:	Increase in sales and property tax revenues. Required expenditure to replace existing lawn maintenance equipment storage.		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	LOCATION
Mixed Use	Town Center Commercial Retail	0.36	East of the southeast corner of 5600 West and Timpanogos Highway (SR92)

PRIOR REVIEW:

The City Council discussed this item at their December 6, 2013 meeting. The Council directed staff to address the wellhead protection regulations and location and cost for the replacement building. Potential locations for replacement facility were discussed at the November 7, 2012 City Council meeting.

The existing building does not have electricity, heating or utilities. It is used to store lawn mowers and other lawn maintenance equipment.

Wellhead Protection

Staff and the applicant have contacted the State Division of Water Quality. Retention for the site was completed during the construction of the overall site plan. As a result, no additional improvements relating to wellhead protection are required. The City Engineer, City Attorney and State Division of Water Quality have determined that the overall site plan meets state and city regulations as constructed.

Replacement Building Costs

Exact building costs cannot be determined until a site is chosen and a site plan approved by the Council, however a general estimate can be calculated. Funding to relocate the building could come from exaction fees previously collected. Currently, there is \$253,418.27 in this account.

Staff has received two quotes for the construction of a 4,000 square foot metal storage building. The building would have 16 foot walls, two overhead doors, one service door, electrical and heating. Estimated costs are as follows:

- Building and installation \$130,000 to \$150,000
- Utilities to the site \$6,000 to \$8,000
- Site preparation \$10,000 to \$15,000
- Total: \$146,000 to \$166,000

The following items are site specific and not included. Once a site is selected by the Council, a site plan will be prepared and these costs identified.

- Enhanced architectural design
- Other site improvements (landscaping, walls, etc.)

Staff believes that once the site is selected, neighborhood input should be sought on the design of the site if applicable.

Location

Attached is a map showing all of the property currently owned by Highland City. Also included are the four sites previously discussed. Staff is proposing to use the property located adjacent to the gravel pit (Victor Property) for the following reasons:

- Council feedback on the previous sites
- The site is located in close proximity to the existing Public Works Facility
- Existing and surrounding land uses (gravel pit)
- Access from Timpanogos Highway
- Could support planned future recharge pond and park
- Could accommodate expansion of the public works facility in the future if/when needed.

The Council will need to choose the specific site for the relocation. Staff believes that once the site is selected, neighborhood input should be sought. The contract includes a provision that allows the City up to one year to continue to use the existing building which is sufficient time to construct a new storage building.

Debt Reduction

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 proposed purchase price of \$300,000 will reduce the amount of money owed to WPI to \$337,834.95. Once the exaction fees owed for the overall site and the purchased property are subtracted from the amount owed to WPI, the exaction fees owed by the City would be further reduced to \$121,559.55.

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 (Meier's 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).

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.

The site has been planned and zoned for future commercial use as shown on the General Plan and

Zoning Maps.

DISCUSSION:

1. Approval of the contract will complete the previous Council actions. Due to the pending completion of Meier's, 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 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 City utility line relocations (water, sewer, storm drain, pressurized irrigation, etc).
 - 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
- Attachment G – Summary Minutes of the November 7, 2012 City Council Meeting
- Attachment H – Property Owned by Highland City
- Attachment I – Relocation Options
- Attachment J – WPI Exaction Fee Summary
- Attachment K – General Plan and Future Land Use Map

**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.

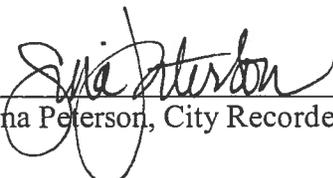
ADOPTED by the City Council of Highland City, Utah, this 2nd day of October 2012.



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;

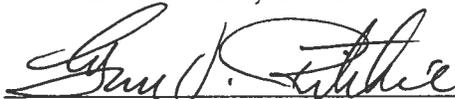
WHEREAS, the Highland City Council wishes to reimburse the culinary water fund for the purchase property of the site and existing building.

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.

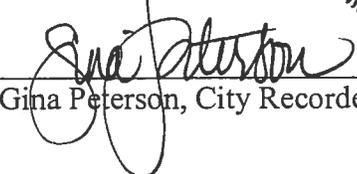
HIGHLAND CITY, UTAH



Lynn V. Ritchie, Mayor



ATTEST:



Gina Peterson, City Recorder

COUNCILMEMBERS VOTING "AYE"

Brian Braithwaite

Tom Butler

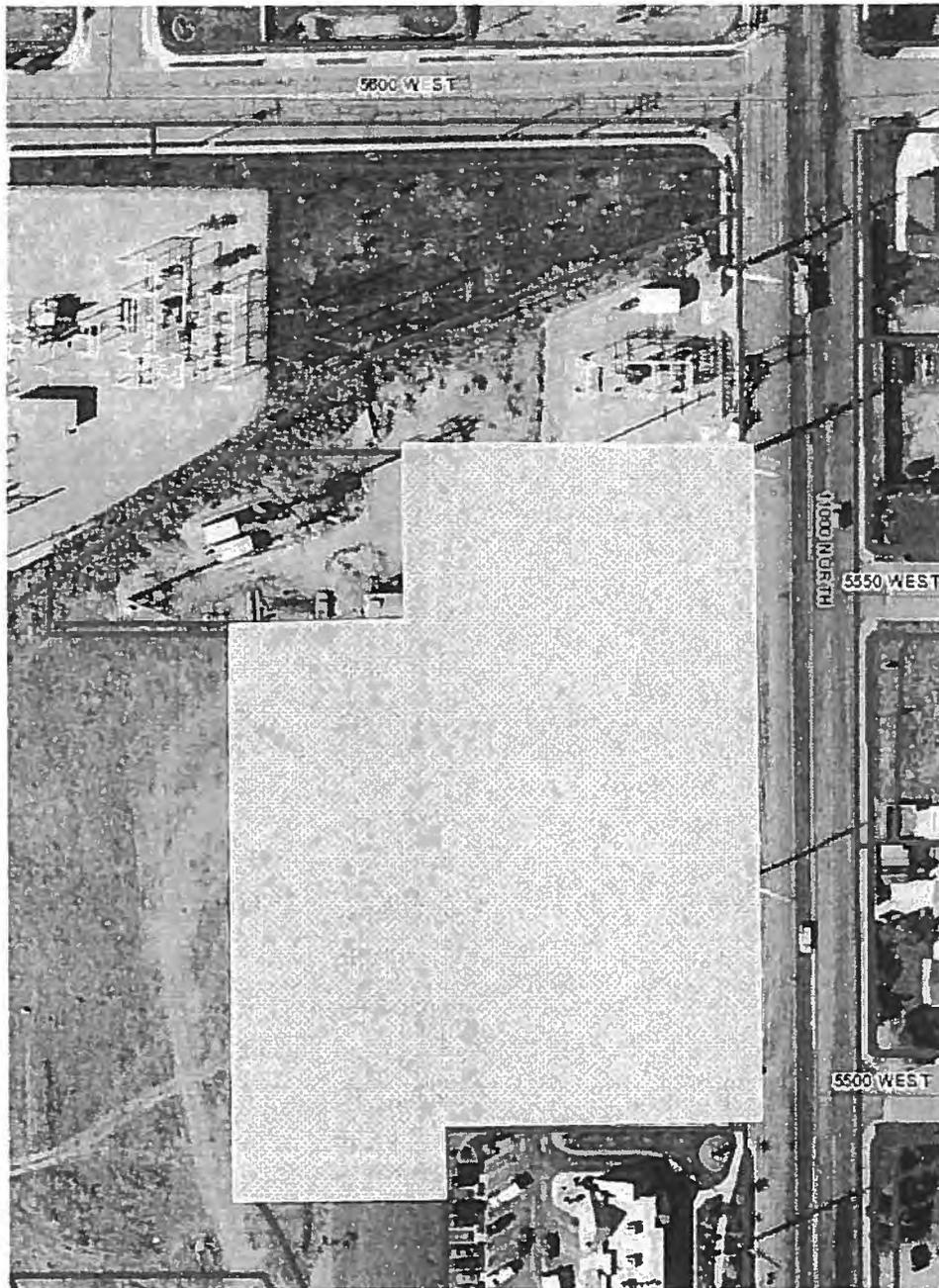
Tim Irwin

Jessie Schoenfeld

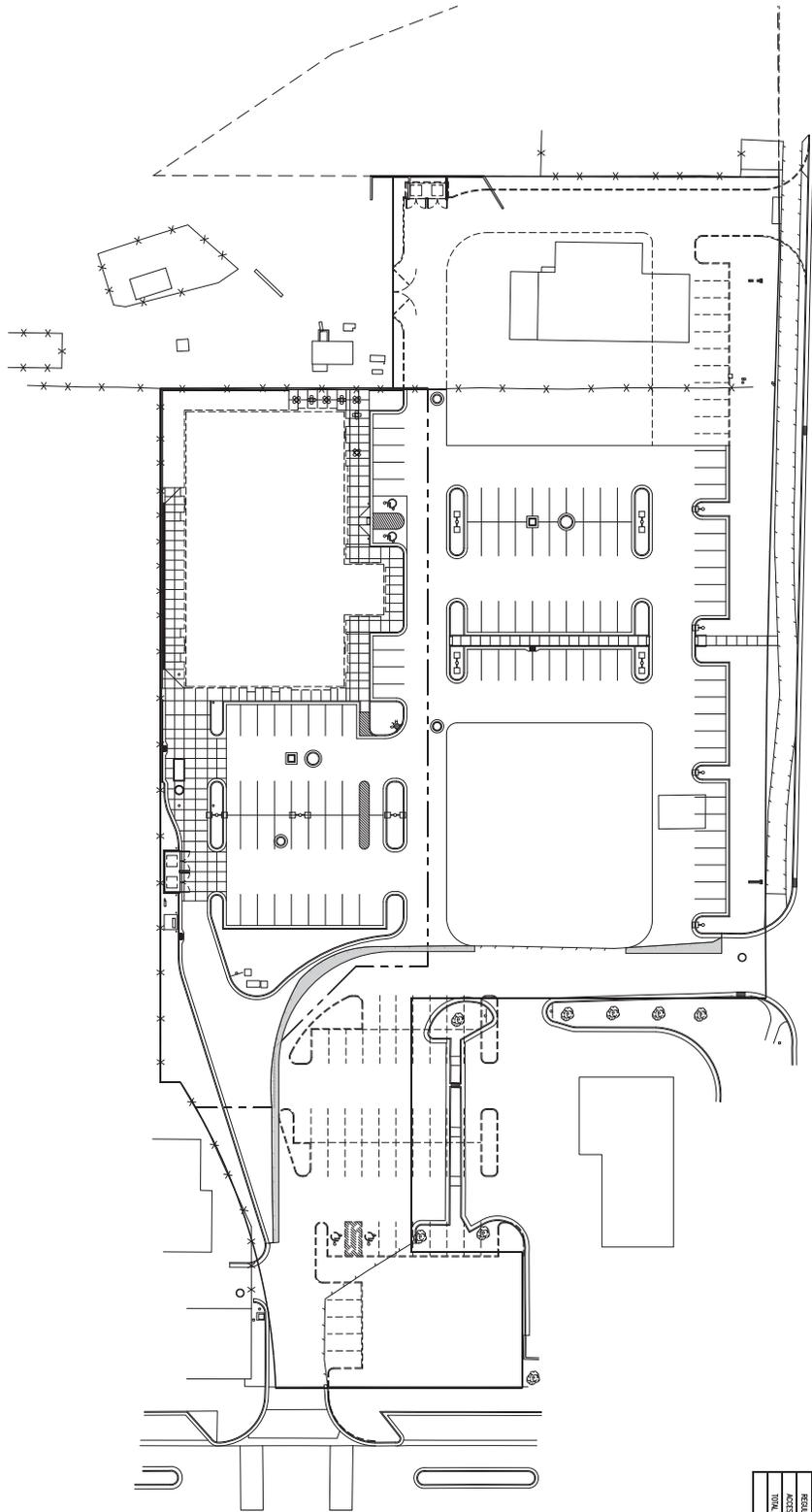
Scott L. Smith

COUNCILMEMBERS VOTING "NAY"

EXHIBIT A



ATTACHMENT D



SITE INFORMATION			
	50 FT.	ACRES	%
TOTAL PAVED AREA	157464	3.48	100%
BUILDING AREAS			
WAREHOUSE	4000		
MEAT'S FINE FOODS	13340		
FINISH FMD 1	4500		
FINISH FMD 2	4500		
FINISH FMD 3	4000		
TOTAL FINISHING SPACES REQUIRED			
WAREHOUSE	16		
MEAT'S FINE FOODS	54		
FINISH FMD 1	18		
FINISH FMD 2	18		
FINISH FMD 3	18		
TOTAL FINISHING SPACES PROVIDED	122		
TOTAL FINISHING SPACES PROVIDED	146	0.32	9%
ACCESSIBLE FINISHING SPACES	146	0.32	9%
TOTAL SPACES PROVIDED	146	0.32	9%

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

PLANNING AND ZONING DEPARTMENT
CITY OF SALT LAKE COUNTY

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 5th, 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 one year for removal of equipment and other materials it wishes to retain. All remaining property at the end of the one year 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 15th 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:

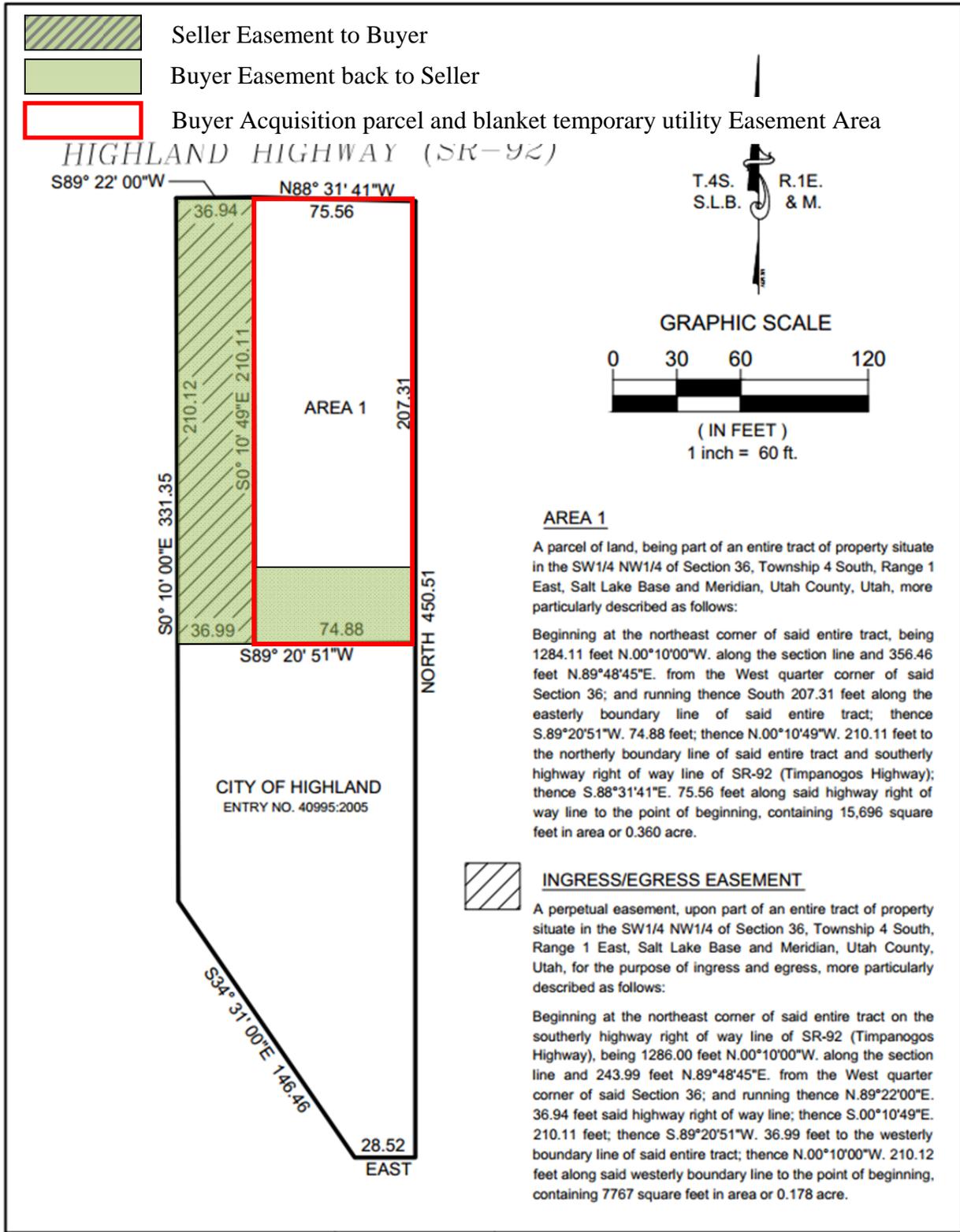
HIGHLAND CITY,
a Utah corporation

By: _____
Mayor

ATTEST:

CITY RECORDER

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



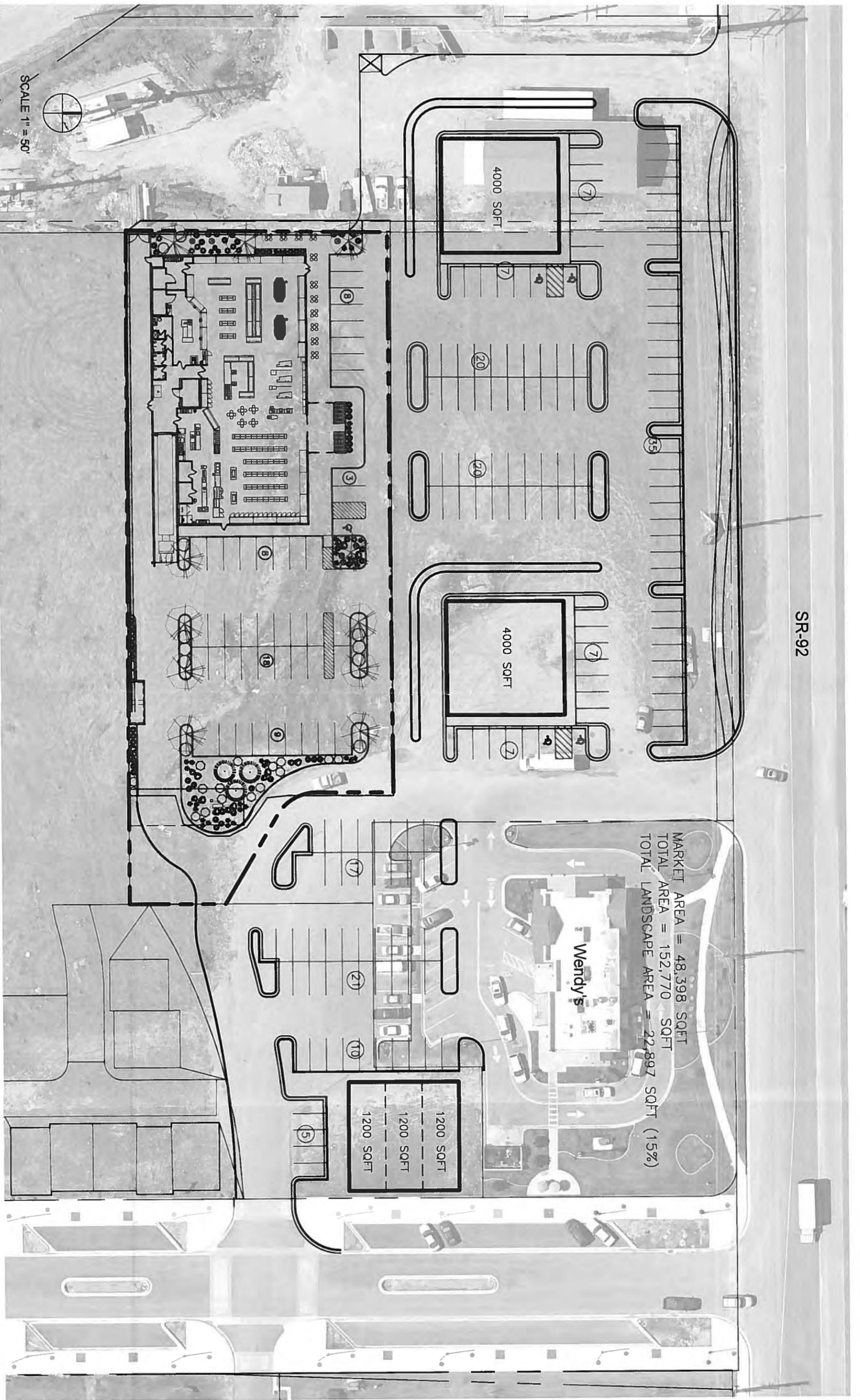
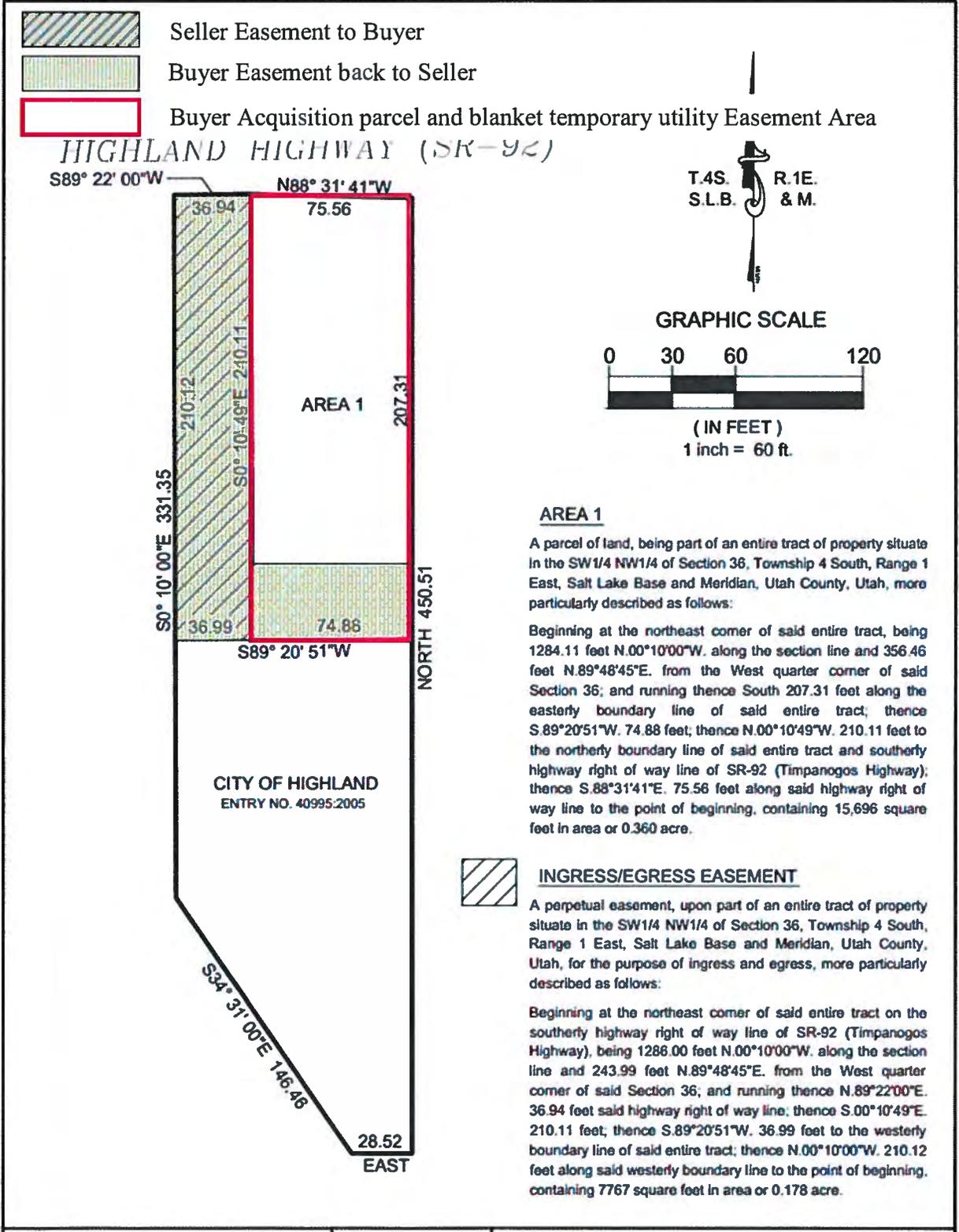


Exhibit "A" to
Real Estate Purchase Agreement
(Plat of the Property)



MINUTES OF THE NOVEMBER 7, 2013 CITY COUNCIL MEETING

PRESENT: Mayor Lynn V. Ritchie, conducting
Councilmember Brian Braithwaite
Councilmember Tom Butler
Councilmember Tim Irwin
Councilmember Jessie Schoenfeld
Councilmember Scott L. Smith (Telephonically)

DISCUSSION: Location of Public Works Shop (Agenda Item 13)

Matt Shipp explained this about replacing the HW building on SR92. This will be for the storage of park equipment. Staff has looked at about four properties throughout the city that we already own that we feel like there is enough space. One of those locations is West Park Road located on the west side of Highland Glen Park. Staff likes this location because of the size, but do not like it because of the location. This location lacks utilities and an easy place for vandalism.

Another location is above Pheasant Hollow that is referred to as the City bone yard. The new county restrooms are located nearby; the City's burn pile and equipment storage are also at this site. A problem with this location is that the access is not ideal; it would require continual trips up and down 4800 West. The location has been eliminated due to this reason.

The next location is at Mitchell Hollow off of 10400 North; it is a good location except for in the master planning, it is a possible future water tank location. When the water company purchased the property, one of the reasons they did is for future a water tank for the lower zone for water pressure. Due to this issue, this site has been eliminated.

The final location is the old City Hall location and is favored by staff. The property in the back on the north side would be used for a building. There would be a thirty foot setback from SR74. Included in the plan is an area for washout to meet the NPDES, stormwater, requirements, different bays for storage of materials, and a large yard for parking equipment. Staff is bringing this to the City Council to get their thoughts and input. Mr. Shipp indicated we will need to be moving some equipment; the current shop is extremely full and the yard is very small for parking equipment. We are limited on storage space.

Scott Smith said that the proposal by the old city hall makes sense because it is close proximity to the Highland Glen Park, Heritage Park, Mitchell Hollow Park; and several of the Open Space Neighborhood Parks; he feels it is the best option.

Tim Irwin commented on the use of the current Community Center and that parking is not often adequate; this concerns him that the space we already own would not be developed into an area where people can park. His second concern was that the building looks close the property line.

Mr. Park explained that the building would be considered an accessory structure and could go relatively close to the lot line. He suggested we not get caught up in details; these types of things can be mitigated. He said that a future building would not take up any of the existing parking; the parking can be looked at and see if it can be better utilized. Mr. Irwin said the Community Center seems to be getting good use and the community seems to like it and he wants to ensure we have enough parking.

Jess Adamson voiced comments on the location; he lives across the street from this site. He said that this is a one and a quarter acre lot in a residential subdivision; the City built the old City building on a residential lot in the R-1-40 zone. He expressed that it is a good use for the building and public. He stated there are twenty parking spaces in the current parking lot and there would not be an option for re-configuration with the need for a pass through to the back of the lot. Mr. Adamson said that when the building is in use, there are times when the vehicle load is overflowed on to the streets; this has the potential to be compounded by winter weather. He urged the City to talk to neighbors before putting an industrial use in a residential neighborhood and moving forward on this item. Mr. Adamson suggested the lot to the west of the current Public Works building. Matt Shipp indicated that this location is a little small due to it being next to the river and the different regulations with that.

John Park commented we may need to determine if the old City Hall building is a building we want to keep. He expressed that staff feels we would be able to mitigate a lot of the concerns and get rid of the industrial use as much as we can; if we cannot, we do believe this ought to be a consideration. Tim Irwin said he would not want to see us get rid of that building until we have something else.

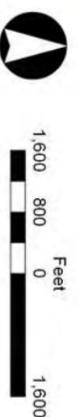
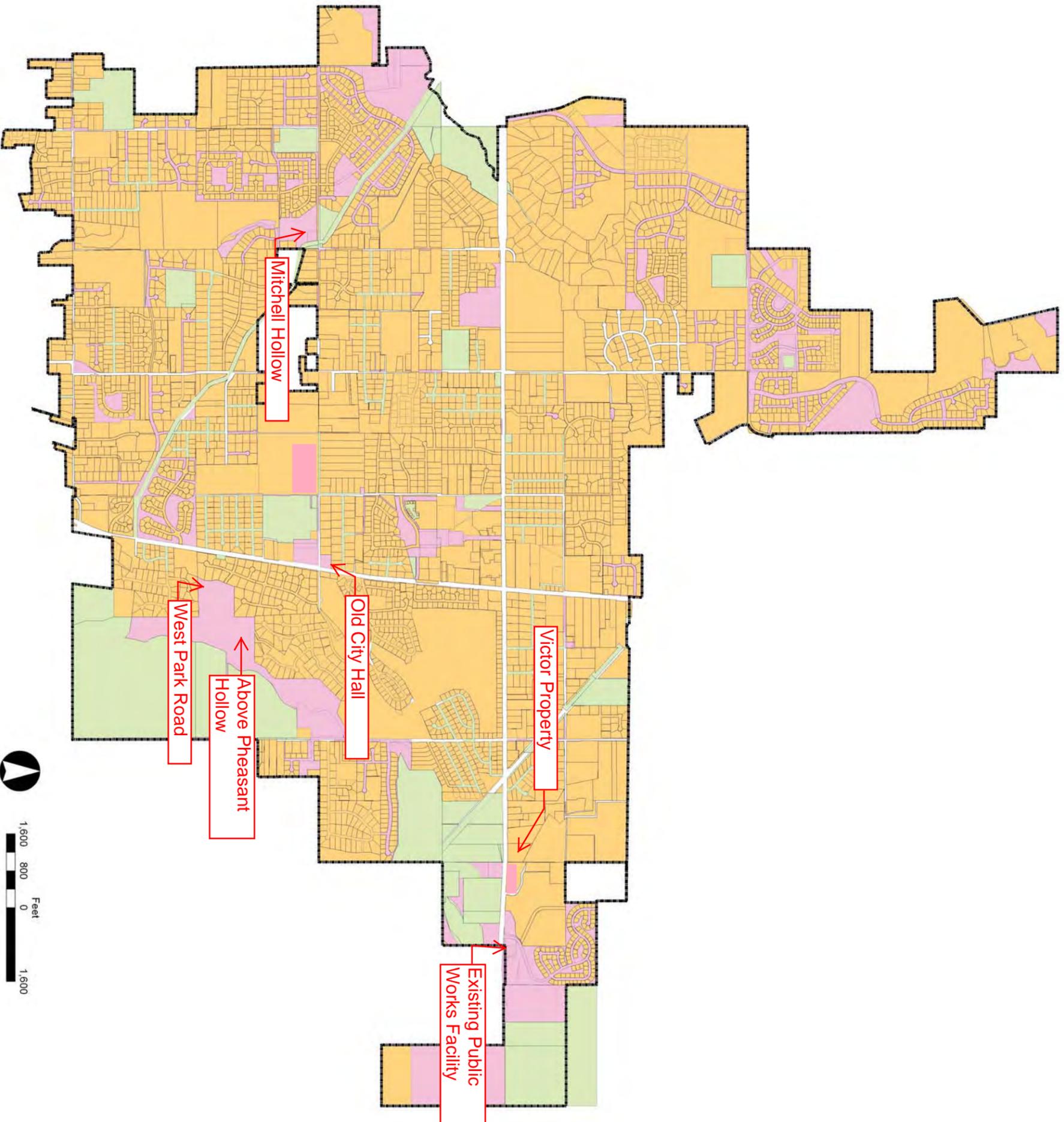
Tom Butler commended staff for keeping the location to one site. He asked the cost of a building. Matt Shipp said we would be looking at a minimum of about \$125,000. Mr. Butler said he thinks it is fine to have this discussion, but that it should not be seriously considered; it feels as though we are putting the cart before the horse. On the outside chance that we were to contract the park maintenance again, that would negate the need for this. John Park expressed that unless we get a warm fuzzy feeling on this from Council that this is the best location, we are not going to bring this back with additional information. Tom Butler reiterated that this becomes moot if we go to outsource on the maintenance. Matt Shipp explained that we still have equipment that we keep. He indicated that some of the smaller equipment would be stored here; it would not need to be as tall as the current HW building. It would need to be tall enough to fit a backhoe in the door. Mr. Shipp reiterated that staff is looking for direction from the Council.

Scott Smith suggested the east end of Mountain Ridge Park. Matt Shipp explained all the space is taken and everything is laid out with ball fields and parking. John Park expressed another option is to purchase property; we are just trying to make this work with the proceeds from the HW building.

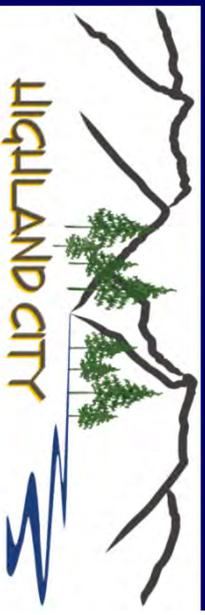
The Council suggested for staff to address the following items: the parking at the Community Center, whether industrial fits in a residential area, and explore if there is a location that fits better. Brian Braithwaite stated that he is more in favor of the City bone yard location. Matt Shipp responded to comments of the area west of the existing shop by stating staff will look at that location, but when we are finished there, there would not be a parking lot area left there for anyone.

MAP 2-2 LAND OWNERSHIP MAP

- OWNERSHIP**
-  City Boundary
 -  Private
 -  Public (School, Federal, State)
 -  Public/Highland City



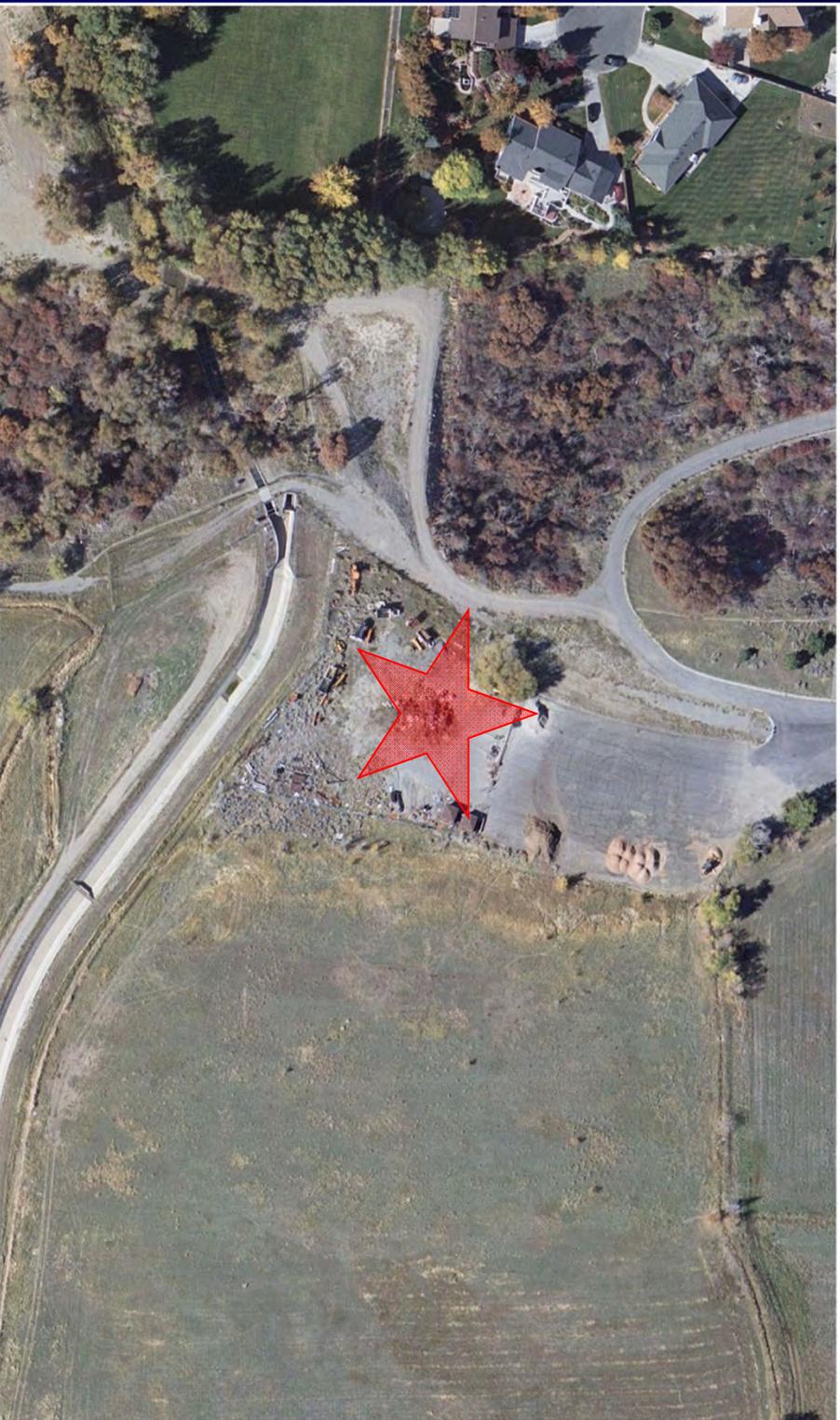
Locations for Future Public Works Building



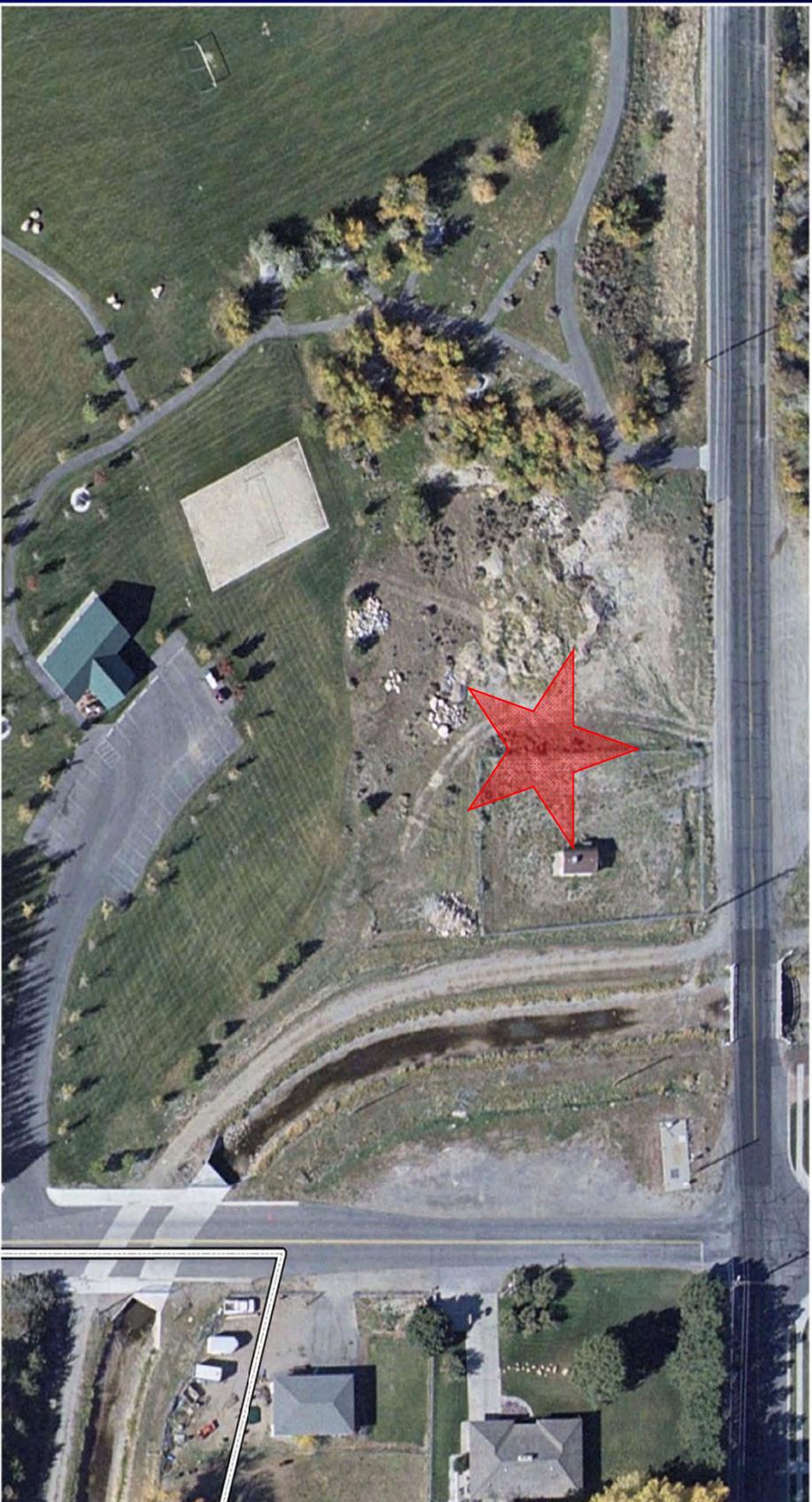
West Park Road



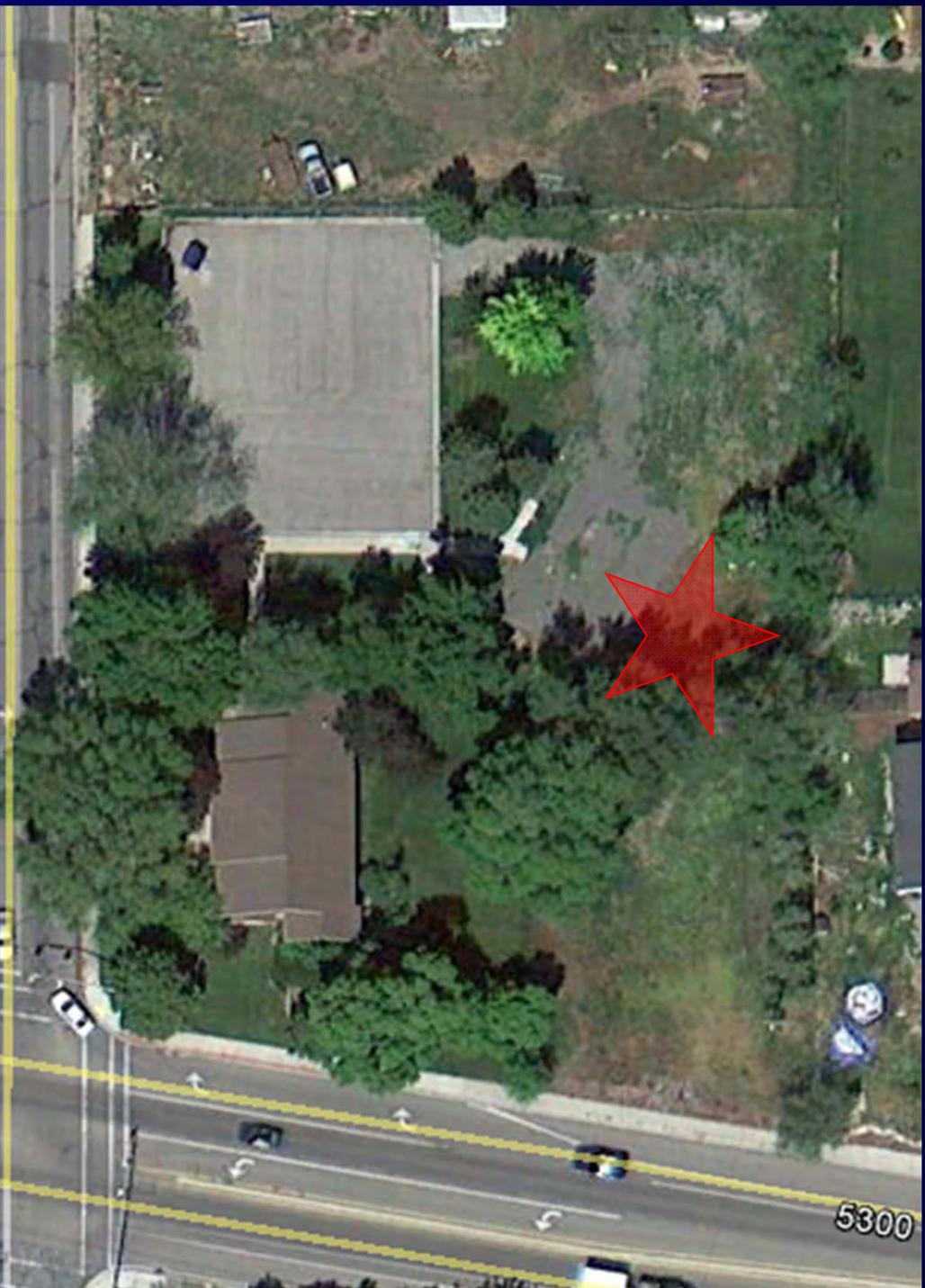
Above Pheasant Hollow



Mitchell Hollow



Old City Hall

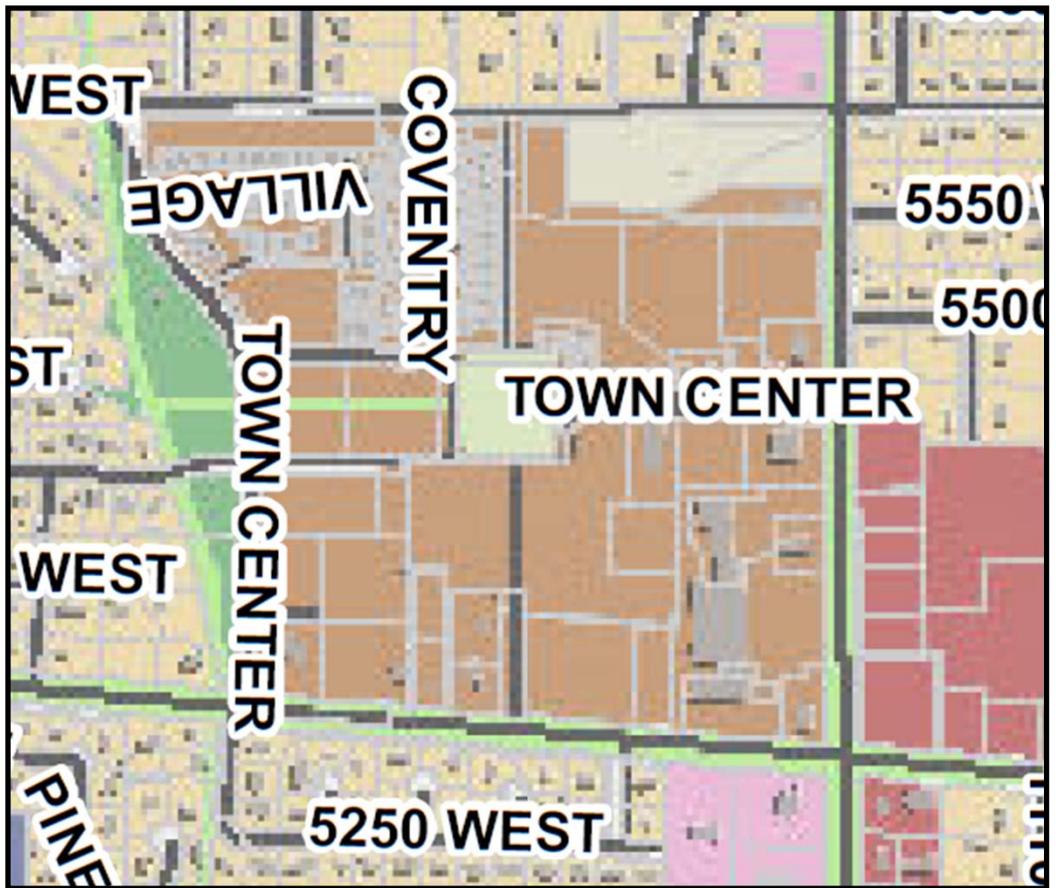


Victor Property

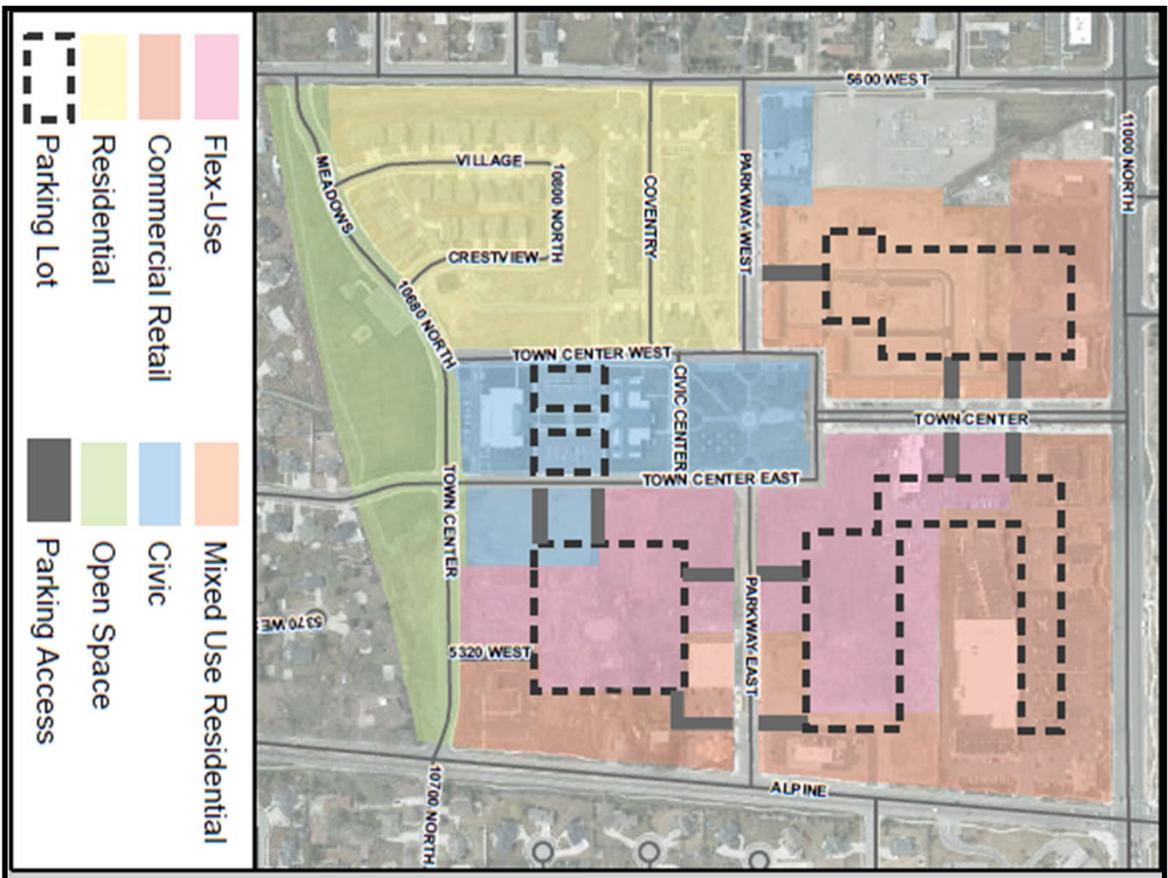


WPI Exaction Fee Summary			
Amount Owed by Highland City to WPI			\$ 637,834.95
Amount Owed by WPI to Highland City			\$ 216,275.40
	Highland Town Plaza (Meier's) (2.95)	\$ 192,753.00	
	Property Purchase (0.36)	\$ 23,522.40	
	Total	\$ 216,275.40	
Amount owed by Highland City to WPI after payment of exaction fees (Excation fee owed minus amount due)			
			\$ 421,559.55
Highland Water Company Purchase			
			\$ 300,000.00
Amount Owed to WPI if Property is Purchased (Amount owed minus purchase price)			
			\$ 121,559.55

To be applied to permit fees



General Plan Future Land Use Map



Town Center Zoning Map