



HIGHLAND CITY


HIGHLAND CITY COUNCIL AGENDA

Tuesday, June 7, 2022

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

VIRTUAL PARTICIPATION

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

 Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order – Mayor Kurt Ostler

Invocation – Council Member Kim Rodela

Pledge of Allegiance – Council Member Brittney P. Bills

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. Water Update – *Jeff Murdoch, Assistant Public Works Director*

Jeff Murdoch, Assistant Public Works Director, will provide an update on the current water conditions in Highland City.

b. Fraud Risk Assessment – *Tyler Bahr, Finance Director*

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

c. Highland City Youth Council – *Youth Council Representative*

A member of the Highland City Youth Council will report on previous and upcoming activities.

3. CONSENT ITEMS (5 minutes)

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. Approval of Meeting Minutes *Administrative – Stephannie Cottle, City Recorder City Council Work Session – April 12, 2022 and City Council Work Session and Regular Meeting – April 19, 2022*

b. ACTION: Building Inspector Vehicle Purchase *Administrative – Nathan Crane, AICP, City Administrator/Community Development Director*

The City Council will consider a request to authorize purchase of a four-wheel drive vehicle to be used by the Building Department. The Council will take appropriate action.

- c. RESOLUTION/AGREEMENT: Utah County Community Development Block Grant Program Interlocal Agreement** *Administrative - Stephanie Cottle, City Recorder*
The City Council will consider entering into an amended interlocal agreement with Utah County relating to the Community Development Block Grant Program for fiscal year 2023, 2024, and 2025. The Council will take appropriate action.

- 4. PUBLIC HEARING/ACTION: DECLARATION OF SURPLUS PROPERTY AND PROPERTY EXCHANGE/BOUNDARY LINE AGREEMENT** *Legislative - Kellie Smith, Planner/GIS Analyst*

The City Council will hold a public hearing to consider the disposal of 13,374 square feet of public property along the Highland City border in the Beacon Hills Plat H subdivision. The City Council will also review the proposed Property Exchange and Boundary Line Agreement between Highland City and Alpine Joint Venture. The Council will take appropriate action.

- 5. CONSTRUCTION CONTRACT: FENCING FOR HOG HOLLOW TRAILHEAD CONNECTION TO DRAPER TRAIL SYSTEMS** *Administrative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider the award of a contract for installation of a black vinyl-coated chain link fence in conjunction with the trail realignment on the west side of the Hog Hollow pressurized irrigation pond. The Council will take appropriate action.

- 6. DISCUSSION: ARCHITECTURAL REVIEW - TEN SEVEN HUNDRED BROWNSTONE UNITS** *Legislative - Kellie Smith, Planner/GIS Analyst*

The City Council will provide input regarding the architectural elevations for the Brownstone Units in the Ten Seven Hundred subdivision located at approximately 10786 N 5320 W. This item is for discussion and direction only.

- 7. AGREEMENT: PUBLIC/PRIVATE PARTNERSHIP WITH USAC** *Administrative - Nathan Crane, AICP, City Administrator/Community Development Director*

The City Council will review a proposed lease agreement with Utah Surf Athletic Club (USAC) for a Public/Private Partnership for the construction and use of the soccer fields at Mountain Ridge Park. The Council will take appropriate action.

- 8. PLAT AMENDMENT: PHEASANT HOLLOW PLAT C AMENDED** *Legislative - Kellie Smith, Planner/GIS Analyst*

The City Council will consider a request by Highland City staff to amend the Pheasant Hollow Plat C subdivision to adjust the easement on the south side of Lot 1. The City Council will take appropriate action.

- 9. CONTRACT: THREE PAVILIONS FOR MOUNTAIN RIDGE PARK** *Administrative - Nathan Crane, AICP, City Administrator/Community Development Director*

The City Council will consider a request to approve the purchase contracts with Smith Steelworks, LLC for three pavilions and twenty-four picnic tables for Mountain Ridge Park in the amount of \$203,261 and authorize the Mayor or City Administrator and City Recorder to execute the necessary contract for the projects. The Council will take appropriate action.

10. AGREEMENT: 2022 DEBRIS BASIN PROJECT INTERLOCAL COOPERATION AGREEMENT *Legislative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider an interlocal agreement with American Fork City and Cedar Hills City pertaining to the pending reconstruction of the jointly owned and managed American Fork Canyon Debris Basin. The Council will take appropriate action.

11. CONSTRUCTION CONTRACT: APPROVE CONTRACT FOR HIGHLAND CITY TREE REPLACEMENT PROJECT *Administrative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider accepting the bid from Stratton & Bratt Landscapes, LLC to replace 85 city owned trees. The Council will take appropriate action.

12. RESOLUTION/AGREEMENT: AMENDED AGREEMENT WITH TIMPANOGOS SPECIAL SERVICE DISTRICT *Administrative - Stephannie Cottle, City Recorder*

The City Council will review a proposed amendment to the sewer treatment services contract and collection maintenance agreement with Timpanogos Special Services District. The Council will take appropriate action.

13. CONSTRUCTION CONTRACT: TIMBERLINE DR AND WILDFLOWER LN ROAD RECONSTRUCTION *Administrative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider approving a contract with Geneva Rock for reconstruction of Timberline Drive and Wildflower Lane in the Twin Bridges area as part of the Fiscal Year 2023 (Construction Calendar Year 2022) road improvement program. The Council will take appropriate action.

14. ACTION: FY2023 BUDGET DIRECTION *Administrative - Tyler Bahr, Finance Director*

The Council may discuss continued development of the FY2023 budget and may take appropriate action.

15. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

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

a. Council Committee Reports: Dry Creek Lake - *Mayor Kurt Ostler*

b. Citizen Survey - *Erin Wells, Assistant City Administrator*

c. Future Meetings

- June 13, Community Leaders Budget Information Session, 7:00 pm, City Hall
- June 14, Highland City Budget Information Session, 7:15 pm, City Hall
- June 21, City Council Meeting, 7:00 pm, City Hall
- June 28, Planning Commission Meeting, 7:00 pm, City Hall
- July 5, City Council Meeting, 7:00 pm, City Hall

ADJOURNMENT

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

ELECTRONIC PARTICIPATION

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

CERTIFICATE OF POSTING

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

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

Posted and dated this agenda on the 2nd day of June, 2022.

Stephanie Cottle, City Recorder

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

Council Projects Table

Description	Owner	Due Date	Status
Park Use Policy – 8/17/2021	Erin Wells	June 2022	Creating policy based on 2/17 Council Direction
Playground equipment for Highland Glen Park: look at different vendors – 9/21/2021	Erin Wells, Josh Castleberry	October 2022	Playground ordered. Anticipated install July - September
Park and Open Space Fund Analysis - 9/21/2021	Tyler Bahr	TBD	Meetings with Council to review proforma
Community Center Carpet and Paint - 9/21/2021	Erin Wells	June 2022	Painting and upstairs carpet to be done
Policy on encroachment and maintenance agreements	City Council	Summer 2022	City-wide letter going out first part of April. Committee updating draft based on Council discussion.
Work with agreement with USAC for soccer fields – 10/19/2021	Mayor & PTTC	May 2022	Needs to be completed by April to allow for construction in 2022.
Fee for Open Space Purchase Applications – 11/9/2021	Kellie Smith	June 2022	In Progress
Budget Development	Tyler Bahr	June 2022	Preparing Draft Budget
Traffic Calming Toolbox	Andy Spencer	FY2023	Dependent on Council Budget decisions
Field Rental Policy Improvements	Erin Wells	Fall 2022	Researching new system. Reviewing MOU with LPYB and CH. Fees under

			review.
Add meters to Councilmembers homes and share water usage data	Jeff Murdoch	Summer 2022	Meters to be installed this summer. Staff researching communication options.
East Country Club Drive Traffic Calming	Andy Spencer		Neighbors offered to pay for radar feedback signs
Hogs Hollow Trail Work	Andy Spencer		Parking lot where field is? Add traffic calming?



CITY COUNCIL AGENDA REPORT

ITEM #2b

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Tyler Bahr, Finance Director
SUBJECT: PRESENTATION: Fraud Risk Assessment
TYPE: ADMINISTRATIVE: The Council will receive a presentation as required by the Utah State Auditor's Office

PURPOSE:

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

BACKGROUND:

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

This Fraud Risk Assessment and the best practices contained therein are different than the internal controls assessment done annually by external auditors. The Assessment is a questionnaire that awards points depending on the City's adherence to the best practices (see attachment). In 2020, the first year of the assessment, the City received 55 points out of 395 possible, which the assessment classifies as "Very High" risk. Staff has worked to improve the City's adherence to the recommended best practices, with particular attention to improving separation of duties. As a result, the City's overall score increased by two levels to 305, which is classified as "Moderate" risk. An additional 20 points can be achieved on next year's assessment if all members of the Council have completed training required by the State Auditor's office.

RECOMMENDATION:

Staff recommends further implementation of the assessment's best practices during the next fiscal year, including all council members completing the State's online fraud training which is required at least once upon election/re-election to office.

ATTACHMENTS:

1. Completed FY2022 Fraud Risk Assessment

Fraud Risk Assessment

Continued


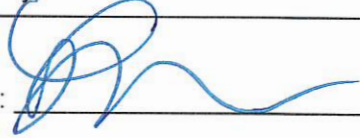
*Total Points Earned: 305/395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

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

*Entity Name: Highland City

* Completed for Fiscal Year Ending: June 30, 2022 *Completion Date: May 24, 2022

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

*CAO Signature:  *CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

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

* MC = Mitigating Control



HIGHLAND CITY

**HIGHLAND CITY COUNCIL WORK SESSION
MINUTES**


Tuesday, April 12, 2022

Waiting Formal Approval

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

VIRTUAL PARTICIPATION

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

 Email comments prior to meeting: council@highlandcity.org

7:00 PM WORK SESSION

Call to Order – Mayor Kurt Ostler

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:07 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS

PRESENT: Timothy A. Ball, Brittney P. Bills, Sarah D. Petersen, Kim Rodela, Scott L. Smith

CITY STAFF PRESENT: City Administrator/Community Development Director Nathan Crane, Assistant City Administrator Erin Wells, City Engineer Andy Spencer, City Attorney Rob Patterson, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Assistant Public Works Director Jeff Murdoch

OTHERS PRESENT: Jon Hart, Rachele Bell, Marcus Blair, Stephen Stowe, Scott Fuller, Eric Rasband, Rochelle Broadhead

1. UDOT - 4800 WEST

Eric Rasband, UDOT, will lead a discussion regarding the safety and operation of the 4800 West intersection. This item is presented for discussion only. No formal action will be taken.

Utah Department of Transportation (UDOT) Region Three Planning Manager Rasband used the aid of a PowerPoint transportation to discuss the project encompassing access points in and around the Timpanogos Highway. The project was funded by the Mountainland Association of Governments (MAG) Transportation Improvement Program (TIP) at the request of Alpine and Highland cities. The project did the following:

- Evaluated alternative routes to Timpanogos Highway in Northeast Utah County.
- Evaluated existing and proposed access points to Timpanogos Highway.
- Projected year 2050 transportation growth trends based on local government land-use plans.

He presented a map of the study area to identify potential connection locations and alternative routes and noted that adjustments have been made to existing traffic signals. He noted after adjusting traffic signals, timing teams noticed some interesting behavior at the intersection of 4800 West; the southbound approach backs up quite a bit, primarily in the morning. The team set up a 'time of day' timing plan and noticed that as people get into the queue at the intersection, they become distracted and only three cars get through the intersection. Aggressive timing changes have been made for the southbound traffic, but the anticipated benefit has not been realized. During peak travel times, when only three to six cars get through the light on a green signal, traffic will continue to back up. If there is less than three to four seconds between cars, the traffic light would stay green for up to a minute, but once the signal notes more than four seconds between cars, it will turn yellow.

Council Member Ball asked if the software for the signal can be adjusted to change according to the time of day rather than the gap between vehicles. Mr. Rasband answered yes; from 7:00 to 10:00 a.m., the light will stay green for 60 seconds, but for the rest of the day, it is green for 45 seconds. Council Member Ball asked if the signal can be programmed to stay green for an entire minute from 4:00 to 6:00 p.m. Mr. Rasband answered yes but noted that doing so will penalize the other movements at the intersection. He stated that distracted driving should be addressed through enforcement, not by extending signal times. Signal timing is a challenge throughout the State of Utah and UDOT tries to work closely with local communities to educate drivers about distracted driving and traffic congestion. This led to high level discussion among the Council and Mr. Rasband regarding methods of educating young drivers about the dangers of distracted driving, after which Council Member Rodela noted that after this project was presented to the public and discussed during a public City Council meeting, there was a great deal of concern expressed by residents. During a meeting, a former UDOT employee addressed the Council and indicated that the road does not need to be widened and that the City should consider the Alpine Highway as an alternative. Mr. Rasband stated that he knows that individual and has heard about the comments he made; he worked for UDOT for two to four years under a training program and has since moved into structural engineering, not traffic engineering. He is a smart individual, but he disagrees with his observations. North County Boulevard is a five-lane road and is the east side belt route for northeast Utah County and it feeds this road. The Alpine Highway is a three-lane road and travels into the center of American Fork. It does not have freeway access. He then noted that out of 10,000 intersections in the State of Utah, this intersection is the 152nd in terms of the number of crashes in the State, and the 20th in Utah County. From 2016 to March of 2022, there were 33 front to rear accidents, 30 angle accidents, six head on accidents, and seven sideswipes. He presented a graphic that projects the offset of traffic lanes at the intersection, noting that both the north and south bound movements, the offsets do not conform with current standards. This is the reason for the high number of accidents, particularly angles and sideswipes. He noted the Mayor has asked UDOT to consider restriping and signage, but those will not fix the underlying safety issue. He concluded that UDOT will add the intersection to its MAG transportation plan and will address it as soon as funding is available.

Council Member Rodela asked Mr. Rasband his recommendation for addressing the safety issues at the intersection. Mr. Rasband stated that the intersection concept designs that were presented to the Council recently are based upon recommendations of UDOT professionals and he stands by those recommendations.

Mayor Ostler asked if two northbound lanes are truly necessary or if the safety of the intersection can be improved with one lane that is straightened out. Mr. Rasband stated that may be a possibility, but when UDOT undertakes projects like this one, they consider the need for the next 20 to 30 years and that is why the project includes two northbound lanes. UDOT seeks to complete a project correctly the first time.

Council Member Smith stated he understands UDOT's position, but the City has a great number of residents who do not want this road to be a five-lane road all the way to the roundabout in Alpine. He is not sure there is a great justification for the widening based upon projected buildout of both Highland and Alpine. He stated the Council is struggling to find the appropriate location for a transition, but Highland will bear the brunt of the project more

than Alpine. He stated that he was a member of the Council when North County was built into a five-lane road, and he watched traffic double in the area. It is his philosophy that ‘if you build it, they will come’, and there comes a point when building is no longer an option. He asked if UDOT can consider a compromise that honors the concerns of the residents. Mr. Rasband stated that UDOT makes compromises often; five-lanes are ideal, but at the most the two-lane center turn lane is needed and a road shoulder for vehicles and bicycles is important.

Council Member Bills asked Mr. Rasband to summarize the minimal improvements possible that would maximize safety, but not function. Mr. Rasband stated that there is a demand for two left turn lanes from northbound to westbound; one through lane may be adequate, however. That would be a compromise, but he does believe widening of the intersection needs to occur to move the curb line.

Mayor Ostler stated he wants to make a decision on a project based upon safety; he does not want to make a decision that is inadequate and results in someone being hurt. Mr. Rasband stated he would prefer to focus on the geometric design of the intersection; the proposal that was submitted to MAG would have a cost of \$10 million, but it may not be necessary to pursue that full project scope. If the Council and the residents are truly opposed to a five-lane road, UDOT and City officials can continue to work together to find an alternative. Mayor Ostler asked if there are other funding sources besides MAG. Mr. Rasband answered yes but noted that MAG is the most immediate and easiest to tap into; they are currently evaluating projects, including this one, and if this project were to rise to the top of the list, it could be funded in 2024. Alternatively, UDOT can consider highway safety improvement program funding, but that fund is programmed out to 2026. The final funding source is the State’s transportation investment fund and projects that qualify for that funding must be over \$5 million and included on the long-range transportation plan, which will be updated in 2023 to include this project. The State Legislature just allocated an additional \$700 million in funding to fast track needed transportation projects that were programmed out to 2030; remaining funding will be prioritized on a regional basis, which would include this project.

Discussion then shifted to the way the proposed project will impact properties along the roadway. Mr. Rasband stated that the corner properties will be impacted and if it is necessary for the City to acquire the property, the owners will receive fair market value; UDOT will also pay relocation costs to those who are forced to move out of their home due to this type of project. Mayor Ostler stated the original proposal did not include the elimination of any homes; he noted the updated proposal seems to be less impactful than what was initially proposed. Mr. Rasband stated that UDOT will hire designers that will focus on minimizing the impact of these types of projects on residential properties.

Mayor Ostler asked what is needed of Highland City at this time. Mr. Rasband stated that depends on the funding source the City wants to pursue for the project. If the decision is to take advantage of MAG funding, the City needs to incorporate the project into its pertinent planning documents. He reiterated that if MAG funds the project, funding could be available in 2024; if the City waits for other funding sources, the project may not be funded until 2030.

Mayor Ostler and Council Member Smith thanked Mr. Rasband for his fairness and for being open minded tonight.

Council Member Bills asked if it is possible to shift lanes on the south side rather than the north side, which would result in the taking of homes. Mr. Rasband stated that may be possible and he suggested that a designer be enlisted to look at those options.

Council Member Ball referenced technology used in Seattle, Washington to change the direction of traffic during different rush hour times of day. He asked Mr. Rasband if he is familiar with that technology and if it could be used in Utah. Mr. Rasband stated that UDOT uses that technology on 5400 South in Taylorsville and Salt Lake

City from Interstate 215 to Bangerter Highway. The system uses overhead automated signs, and it requires a great deal of technology; it also requires a directional split wherein 65 percent of traffic is going in one direction. Council Member Ball asked if that tool would be overkill for the Highland intersection. Mr. Rasband stated that those systems are ideal for long sections of roadway, not intersections; he actually believes it would create more safety challenges at an intersection.

Mayor Ostler then asked the Council if they would like to proceed with discussions with MAG about the scope and funding for the project. Council Member Smith stated he would like to see just one lane north and south, but he supports examining a review of the intersection and whether some widening is needed. He also feels that education for the young drivers in the area would be imperative. Council Member Rodela agreed; she inquired as to the point in the process that the City could begin to refine the design of the intersection. Public Works Director/City Engineer Spencer stated that once funding has been allocated for the project, the next step would be to refine the design of the project. The following steps would be property acquisition and construction. The City Council would have the ability to be involved in the design of the project if funding is awarded. The most important information to communicate to MAG is whether the project has the Council's support. City Administrator/Community Development Director Crane stated it is not necessary for the Council to consider a General Plan amendment to provide that direction, but they could take an official vote during a future meeting. The Council concluded they are supportive of adjustments that will address safety, but they are not as concerned with structural adjustments. Council Member Bills stated that it is a great suggestion to pursue education of young drivers, but only parents can change their children's behavior. Council Member Ball stated that costly traffic citations may incentivize a parent to address the behavior of their children.

Mayor Ostler stated that he will include an item on a future agenda to allow for additional Council discussion and a potential action on any information to be provided to MAG about the project.

Council Member Bills stated she welcomes feedback from residents who are concerned about this issue.

2. FISCAL YEAR 2022-2023 BUDGET REVENUE PROJECTIONS

Finance Director Tyler Bahr will present an overview of all revenue projections, including a review of prior sales tax revenue and projections of future trends. This item is presented for discussion only. No formal action will be taken.

Tyler Bahr, Finance Director, used the aid of a PowerPoint presentation to present revenue projections that will be used to inform the Fiscal Year (FY) 2022-2023 budget; sales tax revenues have exceeded projections dating back to FY2018 and the revenue projection Administration plans to include in the FY2023 budget is \$3.6 million, which represents a six percent increase. This led to brief high-level discussion regarding the factors that are contributing to increasing sales tax revenues each year. Mr. Bahr then noted that for property tax revenue, the FY2023 forecast is \$1.9 million; this is a four percent increase over the FY2022 budget of \$1.82 million. The Council and staff briefly touched on the State of Utah's methodology for increasing property tax rates and the fact that property taxes are not automatically adjusted to capture inflation. Mr. Bahr noted that in order to capture inflation, the City needs to proceed through the Truth in Taxation process and advertise a potential tax increase.

Mr. Bahr then addressed the status of the Public Safety fee; Cedar Hills left the Lone Peak Public Safety District (LPPSD) in 2020, which caused the remaining members to consider an increase. Residents communicated they preferred a fee increase rather than a property tax increase. The monthly fee was increased to \$11.50, which generates \$650,000. The draft budget includes expenses of \$1.3 million and to cover these costs, the fee will need to be increased to \$23. Mayor Ostler stated the Council can consider the budget and determine which expenses truly need to be funded; the \$1.3 million is just an estimate in the draft budget and it may be possible to decrease

that budget. Council Member Smith stated that he would like to have some measurable data that can be used to evaluate the budget requests; he would like to understand call volume and other statistics. Mr. Bahr stated he can pass that request on to the District.

Mr. Bahr then discussed one time funding sources and the City's American Rescue Plan Act (ARPA) allocation; one-time fees include building permits and building plan check fees, totaling \$900,000. The City's FY 2023 ARPA allocation will be \$1,134,657; this is in addition to the same amount the City received in July of 2022. He concluded his presentation by reviewing enterprise and capital funds.

Council Member Bills then noted that Alpine currently pays \$0 for dispatch services and Highland pays \$92,000; she inquired as to the cause of that difference. Mr. Bahr stated it may be based upon the timing of payments from each of the cities. Council Member Bills asked how much of the Public Safety budget is divided based upon percentage versus actual use. Mr. Bahr stated the District is funded by assessments to each City; another source is service charges for Emergency Medical Services (EMS). He is anticipating \$400,000 in revenue next year, which will reduce the amount charged to cities by assessment. He stated that the assessments for Police service are based strictly upon population; the assessment for fire service is 45 percent based upon population and 45 percent on equivalent residential units (ERUs), and the remaining 10 percent is split evenly between Alpine and Highland. Council Member Bills asked if the difference in home size is considered in that calculation. Mayor Ostler stated that square footage is taken into consideration in the determination of total ERUs. Council Member Bills stated she would like more information about the formulas used to determine the amount charged to each City before considering such a dramatic budget increase.

Mayor Ostler inquired as to the percentage of LPPSD costs Highland City is covering, to which Mr. Bahr answered 71 percent, including dispatch. Council Member Bills asked if that considers new growth, to which City Administrator/Community Development Director Crane answered no. There was a brief high-level discussion about the way the LPPSD budget is developed, with the Council reaching consensus that they need more detailed call volume data, mutual aid response, and personnel costs before making meaningful decisions regarding the City's funding level for the District. Council Member Bills inquired as to the last time the assessment formula was adjusted, to which Mr. Crane answered 2010-2011. Mayor Ostler stated it is reasonable for the Council to wish to discuss the budget further and evaluate the assessment formula; the Council has control over whether to adopt the City's portion of the LPPSD budget. Council Member Bills stated she is not saying that a change is necessarily needed, but she wants to have a greater understanding of the City's financial participation in the District.

Mayor Ostler noted that the Mountain Ridge Park discussion will occur later in the meeting.

4. PI WATER MESSAGING

Assistant City Administrator Erin Wells and Assistant Public Works Director Jeff Murdoch will lead a discussion regarding water conservation and public outreach methods. This item is presented for discussion only. No formal action will be taken.

Assistant City Administrator Wells presented the proposed communications plan regarding water conservation; this includes weekly social media updates and monthly email/text alert, newsletter articles, and website updates. Content included in the communications will reference Utah Division of Water resources, water storage levels, the need for conservation, water amount used to date, and a pressurized irrigation schedule.

There was brief discussion among the Mayor, Council, and Ms. Wells regarding the City's following on social media and efforts to increase public access to information produced by the City.

Public Works Director Murdoch then provided an update regarding the City's plans for installation of pressurized irrigation water meters; the City will be applying for grant funds to aid in proceeding with the project, including a Smart Water Grant, State of Utah American Rescue Plan Act (ARPA) funds, and Federal funding. Phase one of the project will include the installation of 300 water meters this year on existing development. All new development will include meters.

Council Member Rodela stated she has heard that it will be difficult to secure meters due to supply issues; she wondered if the City can get a jump on securing water meters at this time rather than waiting until funding has been awarded. Mr. Murdoch stated that he has already ordered water meters and he will continue to add meters to that order. There is a long waiting period for the meters due to a shortage of micro-chips. There was brief discussion about the timing of grant awards, with Mr. Murdoch noting that the City can order and pay for meters now and reimburse City funds with grant funds once available.

5. GARBAGE RATES

Assistant City Administrator Erin Wells will discuss the cost proposed increase in garbage rates as outlined in the existing contract. This item is presented for discussion only. No formal action will be taken.

Assistant City Administrator Wells reported in 2020 the City contracted with Waste Management for garbage hauling services. At that time, the City Council set rates with the anticipation of having \$50,000 in net revenue, which would make it possible to absorb inflation for a few years before needing to increase customer rates. Unfortunately, those plans have not come to fruition and in the first year of using Waste Management, the City only realized \$15,000 net revenue. In FY2022, the City is budgeting a deficit in the garbage account. If rates are not adjusted before next FY, the City will be subsidizing the service by \$122,000. This is a result of the City having an inaccurate can count at the time that the contract was switched from Republic Service to Waste Management. Additionally, Waste Management has a different charging methodology than Republic Service did; they charge for additional services, such as Christmas tree pickup, spring cleanup, and dumpster collection at City parks. This adds approximately \$100,000 to annual costs. Another contributing factor is that Waste Management has delayed charging services and Administration was not aware of the increased costs until after the FY2022 budget was adopted. Inflation will also impact the City's garbage hauling costs and Waste Management has suggested an 8 to 11 percent inflationary increase this year. Finally, anticipated housing growth will increase the City's costs. Ms. Wells then provided an analysis of the garbage fund; it totals \$1.17 million and is made of three main components:

- ~\$282,000 – North Pointe tipping fees
- ~\$830,000 – Waste Management hauling contract
- ~\$58,000 – salaries, billing, credit card fees, etc.

She then presented a chart including the actual costs for service per can and compared those costs with current rates. The first garbage can actually costs the City \$10.70, but the current rate is \$9.61. The deficit is \$1.09 and there is a similar deficit for both the second garbage can and recycling cans. Options available to the Mayor and Council include maintaining rates at a cost of \$122,000; increasing fees to the 'break-even' point; or increasing rates to generate an additional \$50,000 to cover inflation in future years. This would result in increasing the first garbage can rate to \$11.08, second can to \$7.85, and recycling can to \$7.48.

The Mayor and Council engaged in philosophical discussion and debate regarding the current contract terms with Waste Management and the impact of increasing rates; they concluded that they need public discussion of the matter to give residents the ability to provide input regarding a possible fee increase.

Mayor Ostler recessed the meeting at 9:19 p.m.

The meeting reconvened at 9:31 p.m.

3. MOUNTAIN RIDGE PARK

The City Council will discuss the budget for Mountain Ridge Park, including funding sources, estimated maintenance costs, fundraising, potential public/private partnership for soccer and baseball field(s), and the cost for Phase 1. This item is presented for discussion only. No formal action will be taken.

Public Works Director/City Engineer Spencer reported on the bid opening for utility services for the Mountain Ridge Park project. The project has been broken into phases, with phase one being utility services including bathrooms and frontage landscaping. The base bid was \$1.3 million and there are two bid alternatives: eastern parking (\$432,000) and western parking (\$385,000). The total cost is \$2.1 million.

City Administrator/Community Development Director Crane then presented an image of the revised playground area; remaining major elements include:

- Playground: \$2 Million
- Restroom: \$400k
- 8 Pickleball Courts: \$750k
 - Lighting add: \$300k
 - Shade and Furniture add: \$175k
- Sports Fields: \$1.5 Million
- Perimeter Walkway w/ Furniture
 - \$275k
- Pavilions (1 large and 2 small)
 - \$350k
- Remaining landscaping: \$450k
- Estimated Total: \$7.8 Million
 - October Estimate: \$7.9 Million

Mr. Crane then summarized City revenue sources totaling \$5,392,486:

- \$1,402,668 – Spring Creek Park Sales
- \$358,055 – Patterson Storage Units Sale
- \$400,00 – Dry Creek Property Sale
- \$95,700 – Street Tree Account
- \$87,300 – Enterprise Fund Eligible Portions
- \$144,390 – B&C Road Eligible Portions
- \$10,000 – Patterson Donation
- \$2,269,373 – AARP Funds
- \$625,00 – One-time Revenue Over Expenses FY2021

Non-City revenue sources include a \$20,000 donation for a swing and possibility an additional \$1 million in donations for the playground. Other possible financial contributions could come from Surf Soccer and Chad Christofferson. He concluded that the total confirmed funding is \$5.4 million; phase one has a cost of \$2.1 million and the playground will be approximately \$2 million. The restroom facility has an estimated cost of \$400,000. The top three components to be completed total \$4.5 million, leaving \$800,000 to \$900,000 in discretionary funds.

This does not include contingency monies, additional landscaping, and other expenses. Administration feels that the project cannot be completed without additional funding or donations. One question Administration would like the Council to discuss tonight is whether to proceed with all three phases or just two; if the Council supports just two, Administration recommends phase one and bid alternate two – western parking area.

Mayor Ostler asked if it is more cost effective to complete all work at one time while a contractor is on-site. Mr. Spencer stated that the cost of the additional work will definitely increase if it is delayed; the City would pay less if all work were performed at the same time. He expects that the City will pay at least an additional 20 percent if one area of the project were delayed.

Council Member Smith inquired as to why the restroom facility will cost \$400,000. Mr. Crane stated that cost estimate is based upon the actual cost of the restroom that was built at Highland Glen Park; it is a concrete building with stainless steel fixtures and two ADA compliant restrooms. Mayor Ostler stated that it would be hard to fundraise for a restroom facility, but it may be easier to fundraise for certain recreational elements of the project. The Council ultimately concluded they feel it would be best to bid the entire project together with the hope that it will be possible to pursue fundraising to complete the entire project.

Mayor Ostler then invited input from Brian Braithwaite, Chairman of the Parks, Trails and Tree Committee, regarding the project. Mr. Braithwaite agreed it would be easier to fundraise for the actual playground structure or perhaps a pickleball court; he advised the City to dedicate its secured funding sources to the infrastructure for the project with the hopes that it will be possible to secure donors to complete pavilions or a play surface, if necessary.

Mayor Ostler asked the Council if they would be comfortable offering naming rights to large donors. Mr. Braithwaite stated that offering naming rights or a plaque that recognizes the donors is very important; flexibility is key in negotiating donations from large donors. This led to a discussion of the types of monuments or signage that is best for recognize donors, after which Mr. Crane presented a few sketches of a possible donator wall.

Discussion then shifted to the use of soccer field space by SURF soccer; Mr. Braithwaite explained they would like to secure the fields as much as possible and are concerned about other organized teams or leagues using the space as they may damage it. Staff has recommended that signs be placed in the park to advertise that during the months of March, April, May, September, October, and November, Monday through Thursday from 3:00 p.m. to dark. On Friday, there will be no organized sports allowed on the fields and it will be left open for resident use only. On Saturday, SURF will have the field from 7:00 a.m. to 4:00 p.m. and it will be open for resident use the remainder of the weekend. During the summer, the field space will be ‘rested’ for three to four weeks. There will be no organized games or practices on the field during this time, but SURF does not care if other unorganized activities occur on the field space during that time. He emphasized that SURF is going to maintain the soccer areas at no cost to the City. He then summarized the summer usage schedule:

- Monday through Thursday, 7:00 a.m. to 2:00 p.m. (both fields), and 5:00 p.m. to 9:00 p.m. (one field).
- Saturday, one field will be used from from 8:00 to 12:00 noon and available for public use after that; the other field will be open the entire day.
- Sunday, both fields are open for public use.

Mr. Braithwaite then stated that SURF is seeking a 10-year contract, with an additional year for the buildout; they are paying for the infrastructure and maintenance of the field space. The cost per field is approximately \$200,000 to \$300,000. He indicated he will send a detailed list of the cost of the work to be completed by SURF, including the installation of a fence that will restrict access to the areas they are improving. The fence will not restrict people from accessing the field space, but it will keep motorized vehicles out.

The group then engaged in high level discussion regarding verbal commitments the City has received for donations for the project, with the Council emphasizing their support for a marketing campaign regarding the project aimed at securing needed financial support for the project.

Assistant City Administrator Wells then discussed ongoing estimated ongoing maintenance costs for the park/playground project; Administration recommends a \$43,000 allocation for maintenance in the first year, with expected eight percent increases each year.

Council Member Ball asked why it will be necessary to consider playground replacement after 20 years if all the vendors have communicated a lifetime warranty for their product. Ms. Wells stated that the warranty does not cover the moving components; additionally, some park elements may not be available at 20 years, and it may be necessary to buy new components or structures. Council Member Ball advised staff to look into whether any of the vendors offer an extended warranty for their product.

Ms. Wells concluded that she would perform a more thorough analysis of the costs of maintaining all elements of the Park each year and present that information to the Council for inclusion of a dollar amount in the FY2023 budget.

6. CLOSED SESSION

The City Council may recess to convene in a closed session to discuss pending or reasonably imminent litigation, as provided by Utah Code Annotated §52-4-205.

At 10:30 pm Council Member Scott L. Smith MOVED that the City Council recess to convene in a closed session to discuss pending or reasonably imminent litigation, as provided by Utah Code Annotated §52-4-205.

Council Member Timothy A. Ball SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed unanimously.

Council Member Sarah D. Petersen MOVED to adjourn the CLOSED SESSION and Council Member Brittney P. Bills SECONDED the motion. All voted in favor and the motion passed unanimously.

The CLOSED SESSION adjourned at 11:00 pm.

ADJOURNMENT

Council Member Kim Rodela MOVED to adjourn the work session and Council Member Brittney P. Bills SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 11:01 pm.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on April 12, 2022. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle
City Recorder

DRAFT



HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, April 19, 2022

Waiting Formal Approval

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

VIRTUAL PARTICIPATION

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

 Email comments prior to meeting: council@highlandcity.org

6:00 PM WORK SESSION - FY2022-2023 BUDGET

The City Council will discuss the FY2022-2023 budget.

The meeting was called to order by Mayor Kurt Ostler as a work session at 6:06 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS

PRESENT: Timothy A. Ball (arrived at 6:18 pm), Brittney P. Bills, Sarah D. Petersen, Kim Rodela, Scott L. Smith

CITY STAFF PRESENT: City Administrator/Community Development Director Nathan Crane, City Attorney Rob Patterson, City Engineer Andy Spencer, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Fire Chief Brian Patten, Library Director Donna Cardon

OTHERS PRESENT: Jon Hart

FISCAL YEAR (FY) 2022-2023 BUDGET

Finance Director Bahr used the aid of a PowerPoint presentation to facilitate discussion of the tentative Fiscal Year (FY) 2022-2023 budget; the budgeting approach that has been employed this year is a ‘bare bones’ approach, with one priority: maintaining qualified staffing. He addressed public safety wages, for which there has been a 21% Police and 27% Fire increase proposed. For general highland staff, a 6% increase is proposed, and benefits costs will increase by approximately 10%. He then discussed significant capital project items in the proposed budget:

FY2022

- Victor View Gravity line – Lift station elimination
- Well #4 – Drilling of Well
- Broadleaf Channel

- Streets Packages

FY2023

- Another Phase of PI Meters
- 6000 West Pump Station
- Streets Maintenance Packages
- Trail Maintenance Packages
- Alpine Joint Venture

FY2022 & Carry Over to FY2023

- Murdock Pump Station
- Pheasant Hollow Lift Station
- Country Club and Dry Creek Sewer Line Replacement
- Highland Glen Trail Project
- PI Meters – First 300 meters
- 6800 West Reconstruction
- Mountain Ridge Park

He noted that culinary projects were delayed in FY2023 due to minimal fund balance and a utility rate study has commenced to assess revenue needs. Additionally, the parks building project was unbudgeted and is pending final budget determinations. He then presented and reviewed three charts listing significant items that are unbudgeted. The grant total of these unbudgeted items is \$1.7 million.

There was brief discussion about grant programs from which the City can request funding; Council Member Smith asked if City Administration is considering all grant opportunities, especially for unfunded public safety items. Fire Chief Patten answered yes and added that the purchase of some needed equipment has been delayed until a future year given the other needs in the Public Safety District.

Council Member Smith referenced the purchase of 23 garbage cans for City parks; the Council has indicated support for placing cans in parks and he asked why that is listed as unfunded rather than being included in the budget. Mayor Ostler stated that given inflation in many other areas, he thought it would be responsible to continue discussion of that matter to ensure the Council wants to include it in the budget. Council Member Smith stated he understands; he added that he would also like to proceed with the parks building project. This is a project that has been discussed since 2013 and delaying it any further will only result in increased costs.

Council Member Bills referenced the playground replacement project at Mitchell Hollow Park and noted that she does not think that project is necessary; rather, the sand at the park needs to be replaced. City Manager/Community Development Director Crane stated that when the City conducted the public survey aimed at ranking all playgrounds, that was the highest ranking in an open space subdivision and that is why it was included in the list.

Mr. Bahr then discussed revenues versus expenses; preliminary estimates indicate that it is necessary to generate an additional \$650,000 to fund public safety. The draft budget includes this additional funding by way of a Public Safety Fee increase from \$11.50 to \$23 per month. He then referenced the General Fund and ongoing revenues versus expenses, presenting the following three scenarios:

1. Include all unbudgeted items = needing an additional \$471,000 in revenue, plus a public safety fee of \$19.25 per month.
2. Include no unbudgeted items = net revenue of \$188,000, or a public safety fee of \$11.50 per month.
3. Include \$400,000 for decided upon unbudgeted items = needing an additional \$223,000 in revenue and a public safety fee of \$15.25 per month.

He then concluded that key milestones in the budget process are as follows:

- April 13 – District approved its tentative budget
- By April 30 – Cities approve District’s tentative budget
- May 3 – City approve its tentative budget
- May 11 – District adopts its final budget
- June 21 – City adopts its final budget (law requires no later than June 22)

Staff is seeking direction from the Council regarding unbudgeted items to be included in the FY 2022-2023 budget.

Council Member Timothy A. Ball arrived at 6:18 pm.

Mayor Ostler facilitated discussion among the Council regarding the items listed in each of the three scenarios presented by Mr. Bahr; he solicited feedback from the Council regarding items to be included or struck from the budget. There was a focus on the difference between fees and property taxes as a funding source for the City. Several Council Members expressed concern about increasing taxes and/or fees given the impact that inflation is presently having on City residents. They also expressed concern about increasing or establishing fees that may be legally challenged in the future. City Attorney Patterson noted that both fees and taxes are subject to a citizens’ referendum, but fees can be legally challenged. A road fee charged in Pleasant Grove City has been legally challenged, but there has been no threat of litigation for the City’s public safety fee. However, he indicated that the more legally sound way of increasing revenue is to increase the City’s property tax rate. Mayor Ostler stated the City Council could decide to maintain or even increase the public safety fee but wait to spend any revenues associated with the fee until a court ruling is issued. Council Member Smith stated that another option would be to not increase the fee until the court ruling is issued. Mr. Bahr noted that the revenue estimates included in his three scenarios are based upon 12 months of revenue generation; if the Council decides to delay a fee increase, those estimates will need to be adjusted accordingly. Mayor Ostler added that there are an additional \$600,000 in budget requests for public safety and the fee increase would be effective July 1. Council Member Smith stated that the fee could be increased to \$15.25 as a \$3.00 per month increase is not as concerning as other options that have been recommended. He stated funding for public safety is a compelling argument for increasing the fee, but if the City loses the road fee next year, it will be necessary to make some difficult funding decisions. Mayor Ostler agreed but noted that it is necessary for the Council to make a decision on the public safety fee as soon as possible. He asked if there is consensus to increase the fee effective July 1. The Council reached consensus to increase the fee effective July 1 according to the information communicated under scenario three.

The work session ended at 7:10 pm.

7:00 PM REGULAR SESSION

Call to Order – Mayor Kurt Ostler

Invocation – Council Member Timothy A. Ball

Pledge of Allegiance – Council Member Scott L. Smith

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:19 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Council Member Timothy A. Ball and those in attendance were led in the Pledge of Allegiance by Council Member Scott L. Smith.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS

PRESENT: Timothy A. Ball, Brittney P. Bills, Sarah D. Petersen, Kim Rodela, Scott L. Smith

CITY STAFF PRESENT: City Administrator/Community Development Director Nathan Crane, City Engineer Andy Spencer, City Attorney Rob Patterson, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Police Chief Brian Gwilliam, Fire Chief Brian Patten, Library Director Donna Cardon

OTHERS PRESENT: Jon Hart, Charlie Thurston, Stephen Stowe, Lindsey Skidmore, Spencer Robison, Meagan Skidmore, Rick Maloy, Savannah Petersen, Steve Maddox, Travis Maddox, Rochelle Broadhead, Brady & Kristen Giles, Darci Brunson, Jen Wakeland, Roger Michelson, Tatiana Lindsley, Todd Trane

1. UNSCHEDULED PUBLIC APPEARANCES

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

There were no public comments.

2. PRESENTATIONS

a. Youth Council – Youth Council Representative

A Youth Council representative will present a report to City Council on their recent activities and upcoming events.

Lindsay Skidmore reporting on the City’s Easter Egg Hunt, which was a great success. She added that there will be an event this Thursday where the community can hear from Senator Mike Kennedy and members of the City’s Governing Body. Mayor Ostler briefly summarized the format of that event.

b. Central Utah Water Conservancy District – Rick Maloy, Water Conservation Manager

Rick Maloy will provide a presentation to City Council on conservation and the programs Central Utah Water Conservancy District offers.

Rick Maloy, Water Conservation Manager, navigated the Central Utah Water Conservancy District’s website to identify resources available to residents relative to water conservation. He then used the aid of a PowerPoint presentation to discuss programs, rebates, and tools available to residents to help in saving water. Throughout his presentation, he engaged in high level discussion with the Mayor and Council regarding eligibility for various grant and rebate programs, such as the “flip your strip” program; waterwise landscaping classes; and landscape leadership grant, which is open to commercial and residential users. Mr. Maloy then discussed the District’s recommendations for water efficiency standards, or water-efficient ordinances for new development. The area continues to grow rapidly, and it is expected that the demand for water will exceed the existing reliable supply and potential future supply if conservation is not a priority. The purpose of water efficiency standards is to conserve the public’s water resources by establishing conservation standards for indoor plumbing and outdoor landscaping. The District recommends WaterSense labeled indoor fixtures and low flow rates for plumbing fixtures. Outdoor landscaping standards and irrigation requirements should be imposed on new and rehabilitated landscaping, including smart controllers; mulch; reduced percentages of lawn, moving in the direction of functional turf. Localscapes requirements for residential landscapes include the following:

- Designed central open shape using lawn, hardscape, groundcover, gravel, or mulch
- Gathering areas – constructed out of hardscape and placed outside the central open shape
- Activity zones – located outside the central open shape and surfaced with material other than lawn
- Paths – made from material that does not include lawn such as hardscape, mulch, or groundcover
- Lawn areas shall not exceed the greater of 250 square feet or 35% of the total landscaped area

There shall also be consideration for small lots; small residential lots, which have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement of the landscaping requirements, are exempt from the 8 feet minimum width lawn area requirement. For commercial, industrial, and multi-family, common area landscapes shall not exceed 20 percent of the total landscaped area outside of active recreation areas.

Mr. Maloy then invited any City representative or resident to reach out to him if they need any assistance navigating any of the District's programs or gaining an understanding of recommended waterwise ordinances.

Council Member Smith thanked Mr. Maloy for the information provided tonight and for the resources the District has created for residents. He then asked Mr. Maloy if the District has made any projections regarding future water availability or continuing drought conditions. Mr. Maloy stated that the District has examined sites throughout the Valley and the drought continues to impact all reservoirs. Aquifers in the area can be viewed as unseen reservoirs, but it is difficult to understand the health of those aquifers. The District is considering sites for new reservoirs and/or using water sources to recharge the aquifers. Council Member Smith asked if it is possible to stop the flow of rivers in order to recharge aquifers. Mr. Maloy stated if there were no environmental restrictions on the rivers, there could be a benefit to stopping the flow to recharge aquifers. Mayor Ostler asked if different wells that are dug at different depths are tapping different aquifers. Mr. Maloy stated that could be the case; a shallow well could be tapping a shallow aquifer, but a deeper well for culinary water would be tapping a different aquifer. The State of Utah has performed ground water studies to determine drawdown and health of the supply; this information can be used to project resource availability for future development.

Council Member Rodela encouraged each Council Member to work with the District to modify their own yards in order to lead by example. Mr. Maloy stated he would love to help the Council with that kind of initiative.

Council Member Ball asked how the District arrived at their water savings estimates based upon landscaping conversion suggestions. Mr. Maloy stated that the standard is to apply 40 inches of water for a regular lawn, but most people with a quarter-acre or larger lawn use 250,000 to 500,000 gallons of water per year. He stated that some assumptions have been made regarding turf a 90 percent turf reduction for commercial properties and a 50 percent turf reduction for residential. A study in the Jordan Valley Water Conservancy District is underway by which a new development with waterwise landscaping is being monitored; at the end of the study, there will be two years of data available to determine the reduction of water. Council Member Ball asked what will happen if the State continues to experience current growth rates as well as drought conditions. Mr. Maloy stated that some growth is built into water availability calculations, but for some cities, lack of water will be a limiting factor for future development. Council Member Ball stated that there are some conflicting mandates from the State Legislature; the State is requiring some high-density development in each City but is also encouraging water conservation. Mr. Maloy stated there will be some natural conservation associated with high density development because there will be smaller area of landscaping; indoor water usage in high density is similar to in single-family residential development, but there is a tipping point when considering outdoor watering. Council Member Ball stated that he is concerned that there is a maximum amount of water available in the State, yet people continue to move here, and that drastic growth is taxing available resources. Mr. Maloy agreed; sustainable growth and water conservation are key for the State of Utah. Council Member Smith agreed; he noted that culinary water in Highland is provided through wells and the demand for culinary water increases in high density development.

3. **CONSENT ITEMS** (5 minutes)

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

- a. **Approval of Meeting Minutes** *Administrative - Stephannie Cottle, City Recorder*
Regular City Council Meeting – March 15, 2022

- b. **Capital Purchase: Approval To Purchase A Jacobsen Lawn Mower** *Administrative - Andy Spencer, Public Works Director/City Engineer*
City Council will consider the purchase of a Jacobsen Lawn Mower from RMT to be added to our parks maintenance equipment fleet. The mower will be used by the City parks staff to perform daily parks maintenance.

- c. **Final Plat: Minor Subdivision - Maddox Subdivision** *Administrative - Kellie Smith, Planner & GIS Analyst*
The City Council will consider a request by Travis Maddox for Final Plat approval for Maddox Subdivision, a proposed 2-lot single family minor subdivision with a remnant parcel for future development located at approximately 4764 W 11200 N. The City Council will take appropriate action.

- d. **Plat Amendment: Mercer Hollow Estates Lot 11 Amended (PA-22-03)** *Legislative - Kellie Smith, Planner & GIS Analyst*
The City Council will consider a request petitioned by Kristian and Jamie Johnson. The request is to combine the existing lot located at 11869 N Cyprus Drive with property that the applicant purchased from the City. The City Council will take appropriate action.

Council Member Kim Rodela MOVED to approve consent items a, b, c, and d.

Council Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

4. **ACTION: FY 2022-2023 LONE PEAK PUBLIC SAFETY DISTRICT BUDGET**

Administrative - Tyler Bahr, Finance Director

City Council will consider Lone Peak Public Safety District's tentative budget, including an increase in Highland City's assessments to fund the District. The Council will take appropriate action.

Finance Director Bahr reported that staff is requesting Council consideration of the Lone Peak Public Safety District (LPPSD) 2022-2023 budget. The District's Board adopted its tentative budget on April 13, including salary increases as well as estimated benefit cost increases. Upon approval of both the Highland and Alpine City Councils, the Board is scheduled to adopt the District's budget on May 11. The Fiscal Year (FY) 2023 budget includes expenditures totaling \$8.1 million and areas of focus include:

- Retention and recruitment of employees via wage increases and improved benefits;
- Administration:
 - Dispatch (assessed directly to each City)
 - Budget reflects three-percent increase in Admin wages – now six percent.
- Police:
 - Purchase four new vehicles.
- Fire:
 - Uniforms;
 - Vehicle maintenance;
 - Insurance.

Chiefs Gwilliam and Patten then provided a summary of services provided by both the Police and Fire Divisions of the District.

Council Member Smith stated he has noticed an increase in certain traffic violations and bad behavior at a specific intersection in the City; he asked if the Police Department has stepped up enforcement in some of those areas. Chief Gwilliam stated that he has not increased patrol in those areas at certain times as there are other things that have taken priority and his staffing levels are decreased. He has had a hard time filling many positions, including crossing guard positions. He stated that this is a problem that is occurring in all cities and there are certain intersections where there is dangerous activity. Council Member Smith disagreed; there is one very bad intersection, and the City is contemplating a widening project that would be very disruptive to residents and motorists. It seems that one way to resolve the problems at the intersection would be to increase enforcement during school hours. He disagreed that enforcement at that intersection is not important, especially when the Police Department is asking for increased funding. Chief Gwilliam stated he is not saying that it is not important; rather, he is saying he does not have the staff to increase enforcement at the intersection. Council Member Smith asked if Police Officers are ever at the intersection other than when responding to an accident. Chief Gwilliam answered yes, though there may not be a patrol vehicle stationed at the intersection. Truthfully, there are not a lot of places for a patrol vehicle to park where they would not be obstructing traffic; it is difficult to watch that intersection.

Mayor Ostler stated that the problem is not necessarily that there is no police vehicle stationed at the intersection; rather, the problem may be distracted driving and motorists getting on their cell phones when waiting in a long line of traffic at the intersection. He asked if there are opportunities for educating drivers about the impacts of that behavior. Chief Gwilliam answered yes; there are even distracted driving shifts offered by the State of Utah and Departments are reimbursed for patrolling and citing for distracting driving, but his Department has been unable to participate in those activities due to inadequate staffing. Mayor Ostler asked what can be done to improve the intersection other than having an officer present. Chief Gwilliam stated there is nothing he is aware of.

Council Member Smith stated that students park illegally on 9th Avenue rather than in school parking lots; he asked if Police Officers can issue parking citations for that activity. Chief Gwilliam answered yes and indicated that his officers have been doing that, but students continue to park there. He stated the City needs to work with school administration to educate the students on these issues.

Council Member Rodela indicated that the presentation materials for this item indicate that 73 percent of Police calls are from Highland, and she asked if the District knows what percentage of those calls are associated with State Road 92. Chief Gwilliam answered no but indicated he can get that information and report back.

Council Member Smith then stated that the Police Department has requested a 21 percent increase in order to be competitive; he understands the request to increase salaries but wondered why benefits are also be increased by double digits. Chief Gwilliam stated that retirement benefits are mandated by the State of Utah. Council Member Smith stated that most residents are not experiencing a 30 percent increase in their retirement benefit, and he needs a better understanding of the justification for that increase in order to communicate with residents. Chief Gwilliam stated that the benefit that employees will be receiving is not going to increase; rather, the cost of providing that benefit is increasing and that is the dollar amount the District is paying to the State of Utah. Mr. Bahr agreed. He added that the costs for medical benefits are increasing due to changes in the medical package that employees are subscribing to; this is a matter that is out of the District's control.

Council Member Smith then asked for information about replacement vehicles; when the public safety fee was implemented in 2019, the District acquired new vehicles at that time, and he asked why it is necessary to buy more vehicles this year. Chief Gwilliam stated the vehicles included in the tentative budget are replacement vehicles; patrol vehicles must be replaced every five years or every 120,000 miles. There are four vehicles that meet those criteria and are starting to cost the District a significant amount of money in maintenance costs. Council Member Smith asked if Officers are allowed to drive vehicles home, to which Chief Gwilliam answered yes. Council Member Smith asked if all Officers live outside of the District service area, to which Chief Gwilliam answered yes. Council Member Smith noted that activity adds to mileage and wear and tear on the vehicles. He then asked where revenue generated by citations is deposited. Mr. Bahr stated that the revenue is collected by the State court system and is then delivered to Highland City. Council Member Smith asked for an explanation of the court revenue item included in the budget. Chief Gwilliam stated that when an officer is subpoenaed to attend court, they receive a nominal stipend for appearing in court; they can either take that money or forgo it and claim the time they spent in court. Council Member Smith asked additional questions regarding line items related to Government Records Management Act (GRAMA) requests handled by the District; grant programs for the purchase of pistols; and beer tax revenues. He then asked if the increases being requested this year will be sufficient to sustain the District for several years or if this type of request will be made each year going forward. Chief Gwilliam stated he feels the proposed adjustments will sustain the Department for the next three to four years. Mayor Ostler added that the market that controls the public safety field has shifted dramatically, and it has become very difficult for police departments to be competitive. Chief Gwilliam agreed and stated that it has become impossible for him to be competitive; he is down seven officers after five have moved to other agencies and he has been unable to backfill those positions.

Council Member Smith then addressed Chief Patten and asked him to summarize the benefits of having six full-time fire fighters in each station. Chief Patten stated that his overall staffing numbers will not change based upon the shift from part-time to full-time. However, the District has greater control over full-time employees versus part-time employees. When relying upon part-time employees, it is harder to be fully staffed around holidays. His staffing proposal will guarantee that he can always have six employees.

Mayor Ostler asked Chief Patten to explain the purpose of the holiday pay benefit that will be offered to Fire Fighters. Chief Patten stated that in January he proposed that for employees who do not use any of their holiday time, they will receive a pay out at the end of the calendar year. If an employee works on a holiday, they receive an additional day in leave to use throughout the year. They can use that time for regular leave, but others are accruing it at higher rates. He would rather pay those employees for their unused leave rather than having them 'burn' large amount of leave at one time forcing him to bring in part-time employees and paying both. He stated the holiday pay benefit should actually result in cost savings for the District.

Council Member Smith then stated that the District provides fire service up American Fork Canyon with compensation from Utah County for that service. Chief Patten stated that service is for structure fire protection only and he is currently negotiating to receive reimbursement or compensation for medical response. Council Member Smith stated there were 73 calls for service in American Fork Canyon last year; when looking at revenue, he noticed \$2M comes from Highland and \$1.1M is from Alpine, but the District only received \$5,300 in reimbursement from the County. He asked if that is correct. Chief Patten stated that reimbursement is for structure protection, and he has asked that the assessment be reevaluated so that can be adjusted to allow for reimbursement for all service response. Council Member Smith stated it is imperative that formula be adjusted to ensure that the District is being fairly compensated for response up the canyon. Mayor Ostler and Chief Patten agreed.

Council Member Rodela asked if the District is making money on wildland fire response; she noted that she could not find a revenue estimate for that service in the tentative budget. Chief Patten stated that there is a revenue expectation, but it is difficult to project what that will be. Mayor Ostler asked how wildland revenue is being used. Chief Patten stated that it is typically used for equipment and apparatus for wildland response, though it has been used to supplement other areas of the budget for one-time purchases.

Chief Gwilliam then re-approached and answered Council Member Rodela's question about the percentage of calls associated with State Road 92; in 2021, there were 378 calls on Timpanogos Highway, which accounted for 3.8 percent of all Highland City calls.

Mr. Bahr then discussed the funding sources for the District:

Ongoing

Alpine School District Contract (Police) –
\$72K
Charges for Services (EMS) – \$400K
Utah County Contract – \$5,300 (renegotiating)
Other – \$22,875

One-time

Wildland deployment –
varies significantly, depends on occurrence of fires out of state
Grants (Fire/Police) – \$12,800

Assessments

Population based
Equivalent Residential Unit (ERU) based

Highland's combined assessment was \$4,274,565 in FY2022 and the proposed combined assessment for FY2023 is \$4,955,512. This represents an increase of \$680,947 – or 16 percent – over the prior year. The District has identified savings in the following:

- Part-time wages
- Dues, subscriptions
- Station supplies
- Postage, printing
- Professional & technical services
- Protective clothing

Additionally, charges for services (revenue) increased from \$325,000 to \$400,000. Mr. Bahr concluded by reviewing the timeline for budget adoption, noting staff recommends the Council approve the LPPSD FY2022-2023 tentative budget.

Council Member Sarah D. Petersen MOVED that City Council approve Lone Peak Public Safety District's FY2022-2023 tentative budget.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

5. ACTION: AUTHORIZATION TO PROCEED WITH A REVENUE INCREASE (FEE OR TAX) FOR THE FY23 FISCAL YEAR BUDGET *Administrative - Nathan Crane, City Administrator/Community Development Director*

The City Council will discuss authorizing staff to prepare for a revenue increase (fee or Property tax) for the FY23 Fiscal Year Budget. The Council will take appropriate action.

City Administrator/Community Development Director Crane stated there is a need to address additional revenue generation for the City; City Administration is looking for direction from the Council regarding the direction in which to proceed in preparing messaging material that will be sent to citizens regarding either a property tax or fee increase in Fiscal Year (FY) 2023.

Mayor Ostler stated that during tonight's work session, there were three scenarios communicated to the Council and he facilitated discussion among the Council regarding the direction they would like to provide to City Administration. Council Member Smith stated he is leaning towards increasing the fee as communicated in option three; it is important to keep in mind the impact that inflation is having on residents at this time. He would like to wait on increasing property taxes until a time in the future when court decisions are made on certain fees charged by municipalities.

Mayor Ostler clarified that option three included a recommendation to increase the current \$11.50 per month public safety fee to \$15.25.

Council Members Petersen and Bills agreed with Council Member Smith. Council Member Rodela also agreed; she noted that the City will be considering a property tax increase next year and she does not want to increase taxes two years in a row. She added, however, that she has concerns about the fact that fees are not as transparent as taxes. She supports option one, which would increase the public safety fee to \$19.25 per month; she feels that fee increase has been justified and she would prefer to make the correct decision the first time rather than increasing the fee to \$15.25 now, only to increase it again next year.

Council Member Ball agreed with Council Member Rodela; he is concerned about the legal ramifications of certain fees being imposed, but he is reluctant to consider multiple tax increases year after year. Council Member Petersen agreed that it will likely be necessary for the City to increase taxes next year; that is why she supports a lower fee this year. If the City raises the fee to \$19.25 and then increases taxes next year, that will be very impactful to residents.

Mayor Ostler then invited public input on the three scenarios that have been presented. There was no public comment.

Mr. Crane stated that this matter will be included on the May 3 agenda for continued discussion and possible action.

6. ACTION: SAFETY IMPROVEMENT PROJECT AT THE INTERSECTION OF NORTH COUNTY BOULEVARD AND TIMPANOGOS HIGHWAY

Administrative - Andy Spencer, Public Works Director/City Engineer

The City Council will consider proceeding with a funding application with Mountainland Association of Governments for an intersection safety improvement project at North County Boulevard and Timpanogos Highway.

Public Works Director/City Engineer Spencer stated that per the discussion in the April 12, 2022 City Council work session, the project that has been recently discussed at the corner of North County Boulevard and Timpanogos Highway has been revised to focus the design on those elements necessary to address safety concerns at the intersection. He presented an updated conceptual drawing of the intersection improvements, identifying the following adjustments aimed at improving safety:

- Lanes align through intersection for safety.
- Roadway shoulders for safe driveway exits and bicycle lanes.
- Completing center two-way left turn lane for safe turning movements.
- Multi-use trail on the east side to allow for safe pedestrian passage to City border.
- Safe pedestrian crossings.

Council Member Smith stated that last week the Council heard from a representative of the Utah Department of Transportation (UDOT), and he indicated there could be one north bound and one south bound lane, but he asked if the updated drawing represents that. Mr. Spencer stated that in that meeting, there was discussion of the north and south bound lanes and aligning the lanes through the intersection. Council Member Smith asked if the drawing includes a center turn lane. Mr. Spencer stated there is presently a center turn lane. Council Member Smith asked if the width of the road will be increased. Mr. Spencer stated that the width will not be increased beyond what has already been envisioned; improvements will include the trail and pedestrian facilities on the east side and aligning the lanes through the intersection. Council Member Smith inquired as to the amount of land the City will need to acquire on the east side to facilitate those improvements. Mr. Spencer stated he is not sure, but he does not expect it will be necessary to acquire much more than 15 feet. He stated that this concept could be submitted to the Mountainland Association of Governments (MAG) for a funding decision and once that decision is made, the City will have time to determine design details for the project.

Council Member Bills asked if there will be an impact to properties on the west side of the road. Mr. Spencer answered no, all improvements within Highland City will take place on the east side of the road. Council Member Bills thanked staff for the amount of work they have done to adjust the plans for this project responsive to citizen feedback the Council has received.

Mayor Ostler then discussed the timing of the application for MAG funding; UDOT has identified this area as one of the top 20 most dangerous intersections in Utah County and he made the decision to add this item to the agenda to give the Council the opportunity to provide direction on proceeding with application for MAG funding. He discussed his understanding of the improvements at the intersection and noted they primary reason for the improvements is to improve safety at the intersection. Mr. Spencer stated that is correct.

Council Member Rodela stated it is important to communicate to residents that this is not the final concept plan for the project; rather, this is draft plan that can be provided to MAG to accompany an application for funding. Once funding is awarded, the City will have the opportunity to proceed with final design of the project. Council Member Smith stated that the only concern would be for MAG to respond to the City's application with a directive that five-lane road be constructed. Mr. Spencer stated that UDOT has indicated they will not force a solution on a community that the community does not desire; MAG is in the same position and if the local entity does not want to proceed with a project, MAG can not require such a project. Mayor Ostler added that the City's transportation plan does not include a five-lane road project; MAG has indicated they cannot and will not make recommendations on a project that is not included in that plan.

Mayor Ostler then invited public input at 9:17 p.m.

Stephen Stowe stated he is concerned about the potential for changes to the scope of the project once it is submitted to MAG for consideration. He stated he is concerned about the lack of notification the residents who live on the roadway have received regarding this agenda item. He acknowledged that the intersection does not align properly and there have been efforts to address that issue in the past. He addressed Police Chief Gwilliam's comments earlier about the lack of room on the roadway for patrol officers to park for enforcement purposes. He stated there is sufficient room because people gather on the road shoulder to panhandle. He offered his property as a space for police officers to park. He then noted that last week, UDOT indicated that the problems with the road are structural, not safety related. He stated that he and his family want the road to be safe, but he is not sure how the Council can take a vote based on the information that has been presented tonight; it seems that this issue has been rushed. After the meeting last week, he asked the UDOT representative which project option he supported, and that individual did not have an answer. He stated that he feels that the current concept plan is a step in the right direction, but he is concerned that it is not set in stone before being sent to MAG for consideration. He stated that he is concerned that the City is turning this matter over to another entity that could take control and make a decision that does not benefit the City.

Rochelle Broadhead stated that when residents are working on a project, they must have a firm plan that they submit to the City before being issued a permit. He stated that the same should be true for the City and MAG funding; Cottonwood Heights lost control of a project in their City because MAG has taken over. She stated that she will send a media article to the City Council regarding that matter. She stated that she feels there are alternate solutions for the Council to consider, including automatic traffic cameras and distracted driving cameras. Increasing enforcement of these issues could increase revenue for the City. She then added that in Alpine, the speed limit is 35 miles per hour, and she suggested that the speed limit be lowered in Highland as well. She stated she is concerned about the potential for future development along the roadway and she feels that it is necessary to consider another entrance/exit point in Alpine to accommodate growth.

Spencer Robison thanked the Mayor and Council for listening to residents' concerns and supporting a three-lane road rather than a five-lane road.

Tatiana Lindsley stated she is an Alpine resident and she also thanked Highland City for their efforts on this project. She stated that decisions have been made too quickly in Alpine City. Residents understood that the deadline for applying for MAG funding had passed and that they had a year to 18 months to research other solutions to the issues both Highland and Alpine are dealing with. However, the City is still able to proceed with

applying for funding and it still feels rushed. She understands there is a safety issue on the roadway, but she would prefer that residents have a clearer understanding of what is being considered before another entity is given control of the project.

There were no additional persons appearing to be heard and the Mayor closed the public comment period at 9:28 p.m.

Mayor Ostler asked Mr. Spencer to respond to the concerns about the ability for MAG to take control of the project. Mr. Spencer stated that MAG is not the administer of the project; they fund projects at a city's request and after funding is awarded, the respective city hires a designer and administers the project. The City will be in the driver's seat on this project and MAG and UDOT will not drive projects that are not supported by communities. Mayor Ostler then summarized the manner in which the subject project has changed over the last several months; he asked if the Council wants to proceed with applying for funding to help address safety concerns or if they want to wait two years to finalize the concept plan for the project and reapply for MAG funding.

Council Member Smith referenced the Canal Boulevard project; it was designed by the City and UDOT built it using MAG funds. He is confident the City will be in charge of design of this subject project, not MAG. But MAG will have some input on the design as has been in the case in past projects. Mr. Spencer stated that is correct; the City will take all comments from the public and the Council and use that information to inform the design. MAG will have some input, but the City will be in the driver's seat. He stated he feels this project identifies a core need in the City and he does not believe the Council will lose control of the design. City attorney Patterson added that the City will be in control of the process to acquire property needed to facilitate the project.

Council Member Rodela stated she is in favor of proceeding with applying for funding, especially after hearing from UDOT that the intersection is in the 20 most dangerous in Utah County. Council Member Bills agreed and noted that she appreciates the concern about government changing its mind frequently; she acknowledged that government revisits certain items frequently, but she feels this project has come full circle and it is important to proceed based upon the desire to improve safety of the intersection. She feels that the road is currently very dangerous for drivers and pedestrians, and she does not want to make a decision that will result in the City waiting for two years to apply for MAG funding again.

Council Member Kim Rodela MOVED that the City Council APPROVE the updated intersection concept drawings presented and proceed with the Mountainland Association of Governments application for funding of necessary safety improvements at the intersection of North County Boulevard and Timpanogos Highway.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

7. CONSTRUCTION CONTRACT: MOUNTAIN RIDGE PARK – PHASE 1

IMPROVEMENT PROJECT *Administrative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider entering into a construction contract with Stratton and Bratt Landscapes, LLC for the construction of Mountain Ridge Park – Phase 1, including the two bid alternates. The Council will take appropriate action.

Public Works Director/City Engineer Spencer stated that as directed by the Council, staff has obtained bids for the first phase of Mountain Ridge Park. This project includes the construction of the primary parking lot and utility infrastructure along 10400 North in preparation for the forthcoming phases of the Mountain Ridge Park construction. The base bid includes the center portion of the parking lot, the primary utilities, and the 10400 North improvements. The parking lots to the east and west were included as bid alternates. The bids also include the associated landscaping between the parking lots and 10400 North for each portion. At the April 12, 2021, Council meeting, the Council directed staff to prepare the bid award for three portions of phase one. Bids for the remainder of the park improvements will be solicited in the future. Staff recommends that the City Council approve the contract with Stratton and Bratt Landscapes, LLC for \$1,904,932.58 allocating a 5% project contingency of \$190,492 to be administered by staff, for a maximum authorized project construction amount of \$2,095,416 and authorize the City Administrator to execute the necessary contract documents for the project.

Council Member Smith stated that he is close to the Bratt family, who founded Stratton and Bratt Landscapes, LLC firm; he will recuse himself from voting on this matter given that personal relationship. He then stated that he hopes the City will pursue some private funding/donations for the project. City Administrator/Community Development Director Crane indicated City Administration will continue to work on those matters.

Council Member Timothy A. Ball MOVED that the City Council APPROVE the contract with Stratton and Bratt Landscapes, LLC and authorize a contract amount up to \$2,095,416 for the Mountain Ridge Park – Phase 1 project including bid alternates 1 and 2 and AUTHORIZE the City Administrator to execute the contract documents.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Recused</i>

The motion passed 4:0.

Mayor Ostler then moved to item nine and indicated item eight will be considered at the end of the meeting.

9. DISCUSSION: ENCROACHMENT POLICY *Legislative - Rob Patterson, City Attorney*

The City Council will review and discuss an encroachment policy prepared by Highland City staff. The Council will take appropriate action.

City Attorney Patterson explained the City Council has discussed issues regarding encroachment onto City-owned property. The Council directed staff to draft an encroachment policy addressing existing encroachments as well as maintenance agreements. He then provided a short outline of the draft policy as follows:

1. Background and Purpose
2. Permitted and Prohibited Encroachments
 - a. Definitions of ‘encroachment’, ‘public property’, and examples of private use of public property.
 - b. Encroachment and maintenance agreements
3. Encroachment Removal Procedures
 - a. Voluntary compliance
 - b. City-enforced compliance procedures
 - c. No waiver of rights

He noted the goal of tonight’s agenda item is to discuss the draft policy, no action is necessary at this time.

Council Member Bills discussed incidents that have occurred recently where the City has needed to access City-owned property but has been unable to because of encroachment issues. There are several areas of the City where private residents are using taxpayer owned property for their own benefit. The letter that was sent to residents about this issue generated public discussion of the matter, and it is important to communicate to the residents the City’s intentions. The main goal of the policy should be to protect City property for the benefit of the public.

Mayor Ostler thanked Council Members Bills and Petersen for their work on this issue. The Council will need to make difficult decisions regarding an encroachment policy and how to handle individual properties where encroachment has occurred. Council Member Petersen stated it will be necessary to consider each property on its own merits to determine if encroachment agreements will be considered. Council Member Ball agreed and asked if the group working on this issue has identified criteria or a methodology upon which the decision to allow an encroachment agreement will be based. Council Member Petersen stated that has not been done yet, but it is important; criteria for allowing an encroachment agreement should be based upon whether the public benefit of the property is preserved even if the encroachment is allowed to continue. She stated that this will be a very emotional issue and the Council should be prepared to deal with that emotion.

Discussion among the Council then centered on the difference between maintenance agreements and encroachment agreements, with Council Member Smith noting he prefers to use the term ‘maintenance agreement’ and suggesting that the language in the agreement be softened to address the concern that the agreements are punitive rather than positive. Council Member Bills agreed but noted that in some cases where residents have used City property as their own, they are using water that they should not have access to. She acknowledged that on some properties where encroachment has occurred, the City’s abutting property, such as trails, has been beautified.

Mayor Ostler asked that the Committee evaluate the current language in the maintenance agreements and come back to the Council for continued review and discussion. Council Member Petersen asked if the Committee should look at each property individually and make a recommendation to the Council. Council Member Rodela stated that consideration of a policy is more important before each property is considered.

The Council engaged in general discussion of the important components of an encroachment policy; they ultimately concluded that they would like to consider all items relating to encroachment during the same meeting. Council Member Smith thanked Council Members Bills and Petersen for their participation with the committee that was tasked to consider this complicated issue.

8. ACTION: CONSIDERATION OF AMENDMENT #1 OF THE DEVELOPMENT AGREEMENT WITH MILLHAVEN DEVELOPMENT, LLC. *Administrative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider approving modifications to the development agreement with Millhaven Development, LLC for the reimbursement of roadway and trail costs. The Council will take appropriate action.

Public Works Director/City Engineer Spencer explained that in April 2021, the City entered into a development agreement with Millhaven Development, LLC for the costs associated with the completion of Madison Avenue, 10200 North, and to install the trail in Mitchell Hollow. At the time of the agreement, there were a few costs that had yet to be finalized, additionally unforeseen inflation in construction costs have caused the final costs to exceed what was anticipated at the time. On August 17, 2021, the Council authorized the expenditure of up to \$167,438 for the construction of the trail between the existing homes to the east of the development and three of the new lots. Following meetings with the adjacent residents, the only portion of the trail that will be constructed by Millhaven was the earthwork to create the primary grading for the trail. Additional contractors were hired to complete the balance of the work. As such, the developer's costs related to the trail are significantly less than had been contemplated. As a result of these circumstances the agreement should be modified as follows:

- An increase of \$142,70.75 for Madison Avenue construction
- An increase in \$ 3,431 for 10200 North construction
- Trail reimbursement of \$13,410.

Staff recommends the Council approve the amendment to the existing agreement.

Mayor Ostler invited input from a representative of Millhaven Development.

Todd Trane provided a status report for the project; he hopes to pave next Monday and Tuesday, but the road may not be opened until landscaping on the roadsides is completed. He reiterated that when the agreement was signed, the bidding process had not been fully completed and the engineering for the bridge was not done. Some adjustments have been made to the scope and design of the project, but the main reason for the cost changes is the dramatic inflation that has occurred since the contract was signed.

Mayor Ostler asked Mr. Trane to summarize the reason the City is reimbursing the developer for the construction of the road. Mr. Trane stated that the road is on the City's Transportation Master Plan as a major collector. Millhaven has dedicated the right-of-way for the road, as well as a great deal of open space and trail property, and the City has used transportation impact fees to pay for the road.

There was brief examination of the overage amounts in advance of a Council motion on the action item.

Council Member Kim Rodela MOVED that the City Council approve Amendment #1 to the Development Agreement with Millhaven Development, LLC and authorize the Mayor to execute the document.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>

Council Member Kim Rodela Yes
Council Member Scott L. Smith Yes

The motion passed 5:0.

10. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

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

a. Open Space Disposal – Wimbleton Subdivision

Mayor Ostler presented an aerial image of the Wimbleton area to identify properties that are subject to an open space disposal request from residents. He identified the properties that he would recommend be handled by a maintenance agreement. He also identified properties that he would be supportive of selling, so long as the City maintains a 20-foot corridor behind those properties. Council Member Smith asked how wide the trail corridor would be if this proposal is approved. Assistant City Administrator stated the corridor would be no narrower than 20 feet, but there will be some areas that would be 35 feet wide. The City's standard trail width is 10 feet, with a five-foot buffer on each side, for a total 20-foot-wide corridor.

The Council discussed the recommendation, with Council Member Petersen stating she would like additional time to consider the proposal and she believes it would be appropriate to consider all encroachment properties at the same time as a potential encroachment policy.

Council Member Smith stated that many property owners in this area have encroached on the City property because they desired to beautify the property that is adjacent to theirs. This has served to beautify the trail area and has also reduced the maintenance burden on the City. There is some interest in purchasing the property and he does not want to dismiss that entirely; perhaps the revenue generated by selling the property could be used for other train maintenance needs.

Mayor Ostler asked the Council if they would like to direct the encroachment committee to consider this area. Council Member Bills stated that she feels that this area must be considered separate of other encroachment issues. The Council agreed and offered support for considering this matter in advance of all other encroachment issues in the City.

b. Future Meetings

- May 3, City Council Meeting, 7:00 pm, City Hall
- May 11, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
- May 17, City Council Meeting, 7:00 pm, City Hall
- May 24, Planning Commission Meeting, 7:00 pm, City Hall

Mayor Ostler recommended an additional meeting dedicated to a discussion of fees versus a property tax increase.

11. CLOSED SESSION

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

At 10:48 pm Council Member Scott L. Smith MOVED that the City Council recess to convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed unanimously.

Council Member Sarah D. Petersen MOVED to adjourn the CLOSED SESSION and Council Member Kim Rodela SECONDED the motion. All voted in favor and the motion passed unanimously. All voted in favor and the motion passed unanimously.

The CLOSED SESSION adjourned at 12:01 am.

ADJOURNMENT

Council Member Sarah D. Petersen MOVED to adjourn the regular meeting and Council Member Kim Rodela SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 12:01 am.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on April 19, 2022. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle
City Recorder



CITY COUNCIL AGENDA REPORT

ITEM #3b

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, City Administrator
SUBJECT: **ACTION** - Building Inspector Vehicle Purchase
TYPE: **ADMINISTRATIVE** - City Council will consider a purchasing request

PURPOSE:

The City Council will consider a request to authorize purchase of a four-wheel drive vehicle to be used by the Building Department. The Council will take appropriate action.

BACKGROUND:

Staff has proposed the purchase of truck for the new Building Inspector as part of the FY2023 budget. The new building inspector was hired in February 2022. Currently it is taking approximately eight to nine months for a truck to be delivered once it is purchased. Staff was made aware of an opportunity to purchase a F-150 meeting city requirements due to another jurisdiction cancelling the order prior to delivery.

Staff is requesting Council's approval to move forward with the purchase of the vehicle with a not to exceed price of \$51,230. Funds to purchase the vehicle will come from building permit revenue collected in FY2022.

The vehicle will be purchased using the State Purchasing Contract. This program allows governmental agencies to purchase items at lower prices because of statewide volume discounts. Purchasers also get better contract terms and conditions. The City does not have to solicit bids if items are purchased using the State purchasing contract since the pricing is deemed the lowest price available for the item.

FISCAL IMPACT:

The cost of this vehicle is \$51,230 to be funded by building permit revenue and charged to 10-58-74 (Capital Outlay – Equipment, Building Inspection). As delivery of the vehicle may occur in either FY2022 or FY2023, this expense will be included in both the FY2022 final budget adjustments and the FY2023 budget recommended for adoption.

RECOMMENDATION:

Staff recommends the Council approve and ratify the vehicle purchase to address increased building inspection demand.

PROPOSED MOTION:

I move that City Council approve and ratify the purchase of a 2022 Ford F-150 at a cost not to exceed \$51,230.

ATTACHMENTS:

1. Quote for 2022 F-150

Prepared for: Roy Bond, Highland City
Email: RBond@highlandcity.org

2022 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1E)

Price Level: 245



Client Proposal

Prepared by:
Jim Elliott
Office: 801-362-1261
Date: 05/30/2022



Prepared for: Roy Bond

Highland City

Prepared by: Jim Elliott

05/30/2022

Ken Garff Ford | 597 East 1000 South American Fork Utah | 840033372



2022 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1E)

Price Level: 245

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$51,230.00
Subtotal		\$51,230.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
UT GOV	Utah State Contract Government Price Concession MA3792	-\$10,625.00
Subtotal		\$40,605.00
<i>Sales Taxes</i>		
Code	Description	MSRP
State Fee	State Fee	\$101.51
Subtotal		\$40,706.51
<i>Post-Tax Adjustments</i>		
Code	Description	MSRP
Fuel	Fuel	\$45.00
Subtotal		\$40,751.51
Total		\$40,751.51

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Roy Bond

Highland City

Prepared by: Jim Elliott

05/30/2022

Ken Garff Ford | 597 East 1000 South American Fork Utah | 840033372

**2022 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1E)**

Price Level: 245

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	\$45,240.00
Packages		
101A	Equipment Group 101A High	\$920.00
	- Option Discount	-\$750.00
	<i>Includes:</i>	
	- Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	
	- 3.31 Axle Ratio	
	- GVWR: 7,150 lbs Payload Package	
	- Tires: 265/70R17 BSW A/T	
	- Wheels: 17" Silver Steel	
	- Cloth 40/20/40 Front Seat <i>Includes 2-way manual driver/passenger adjustment and armrest.</i>	
	- Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i>	
	- SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	
	- Cruise Control	
	- Reverse Sensing System	
Powertrain		
998	Engine: 3.5L V6 EcoBoost <i>Includes auto start-stop technology.</i>	\$740.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
X27	3.31 Axle Ratio	Included
STDGV	GVWR: 7,150 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 265/70R17 BSW A/T	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
C	Cloth 40/20/40 Front Seat	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Roy Bond

Highland City

Prepared by: Jim Elliott

05/30/2022

Ken Garff Ford | 597 East 1000 South American Fork Utah | 840033372



2022 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1E)

Price Level: 245

As Configured Vehicle (cont'd)

Code	Description	MSRP
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Includes 2-way manual driver/passenger adjustment and armrest.

Other Options

157WB	157" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i>	Included
	<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	
53B	Class IV Trailer Hitch Receiver Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
18B	Black Platform Running Boards	\$250.00
655_	Extended Range 36 Gallon Fuel Tank	\$445.00
67T	Integrated Trailer Brake Controller	\$275.00
PAINT	Monotone Paint Application	STD
76R	Reverse Sensing System	Included

Fleet Options

50S	Cruise Control	Included
WARANT	Fleet Customer Powertrain Limited Warranty	N/C

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Interior Color

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Roy Bond

Highland City

Prepared by: Jim Elliott

05/30/2022

Ken Garff Ford | 597 East 1000 South American Fork Utah | 840033372



2022 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1E)

Price Level: 245

As Configured Vehicle (cont'd)

Code	Description	MSRP
CS_01	Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	N/C
Exterior Color		
YZ_01	Oxford White	N/C
Upfit Options		
MAJ	Market Adjustment	\$2,000.00
SUBTOTAL		\$49,435.00
Destination Charge		\$1,795.00
TOTAL		\$51,230.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



CITY COUNCIL AGENDA REPORT

ITEM #3c

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Stephannie Cottle, City Recorder
SUBJECT: **RESOLUTION/AGREEMENT:** Utah County Community Development Block Grant Program Interlocal Agreement
TYPE: **ADMINISTRATIVE:** The City Council will be acting administratively to enter into an interlocal agreement.

PURPOSE:

The City Council will consider entering into an amended interlocal agreement with Utah County relating to the Community Development Block Grant Program for fiscal year 2023, 2024, and 2025. The Council will take appropriate action.

BACKGROUND:

In 2019, Highland City entered into an Interlocal Cooperation Agreement with Utah County to participate in the U.S Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The Interlocal Cooperation Agreement was for Federal Fiscal Years 2020, 2021 and 2022 and successive 3-year periods thereafter. The Interlocal Agreement automatically renews every three years unless a unit of government opts out. HUD requires additional language this cycle, and an amendment to the agreement is necessary. The amended agreement requires cities using grant money from the program to conform to certain non-discriminatory regulations as outlined in the Code of Federal Regulations Title 24 (HUD) and 28 (Disabilities). If the Council desires to continue with this program, the amended agreement must be signed by June 17, 2022.

The CDBG Program is a flexible program that provides communities in Utah County with resources to address a wide range of unique community development needs. Opting into the CDBG program does not require you to accept funding, however, it does allow your jurisdiction to be eligible to apply for funding. Examples of eligible projects include water/sewer and sidewalk improvements, senior center funding, and ADA improvements to city buildings.

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends that the City Council enter into the amended agreement with Utah County to participate in the Community Development Block Grant Program.

PROPOSED MOTION:

I move that City Council approve the resolution to participate in the Utah County Community Development Block Grant Program.

ATTACHMENTS:

1. Resolution
2. 2019 Interlocal Agreement – CDBG Program
3. CDBG Urban Requalification Amendment Summary (updated 5.31.22)
4. Amended Interlocal Cooperation Agreement with Utah County

**A RESOLUTION OF HIGHLAND CITY, UTAH
TO PARTICIPATE IN THE UTAH COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the Highland City Council met in regular session on June 7, 2022, to consider, among other things, approving an Interlocal Cooperative Agreement with Utah County relating to the conduct of the Community Development Block Grant Program for Federal Fiscal Years 2023 through 2025 and successive 3 year periods thereafter; and

WHEREAS, local government entities are authorized by the Utah Local Cooperative Act (UTAH CODE ANN. § 11-13-101, *et seq.*) to enter into agreements with each other, upon a resolution to do so by the respective governing bodies, to do what each agency is authorized by law to perform; and

WHEREAS, a uniform Interlocal Agreement between various Utah County cities, including Highland City, has been prepared for approval which sets forth the purposes thereof, the extent of participation of the parties, and the rights, duties and responsibilities of the parties. A copy of such Interlocal Agreement is attached hereto; and

WHEREAS, Highland City is not a CDBG Entitlement City; and

WHEREAS, Highland City has previously entered into an Interlocal Agreement to participate in the Utah County CDBG program; and

NOW THEREFORE BE IT RESOLVED by the Council that the attached Interlocal Agreement be approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

ADOPTED by the City Council of Highland City, Utah, this 7th day of June, 2022.

HIGHLAND CITY, UTAH

Kurt Ostler, Mayor

ATTEST:

Stephannie Cottle, City Recorder

COUNCIL MEMBER	YES	NO
Timothy A. Ball	<input type="checkbox"/>	<input type="checkbox"/>
Brittney P. Bills	<input type="checkbox"/>	<input type="checkbox"/>
Sarah D. Petersen	<input type="checkbox"/>	<input type="checkbox"/>
Kim Rodela	<input type="checkbox"/>	<input type="checkbox"/>
Scott L. Smith	<input type="checkbox"/>	<input type="checkbox"/>

AGREEMENT NO. 2019- 629

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY and HIGHLAND CITY

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for FEDERAL FISCAL YEARS 2020 THROUGH 2022

and successive 3 year periods thereafter

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah and HIGHLAND CITY a municipal corporation.

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing,

shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD’s grant computation purposes, and no city

or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2020 - 2022 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the “agreement”), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City’s respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years (2020 - 2022) and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or City may not withdraw from nor be removed from inclusion in the urban county for HUD’s grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD’s urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to

participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2020 - 2022) and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small City or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be

approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the

projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of

the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. Each City affirms that it has adopted and is enforcing:

(a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable

to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

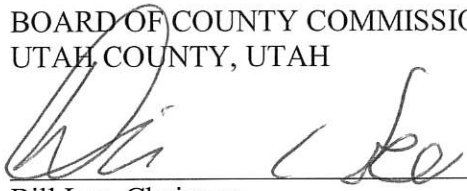
14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year cooperation agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the 26th day of August, 2019.

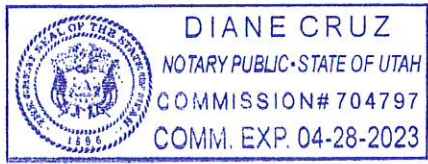
SIGNATURE PAGE FOR UTAH COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 2020 – 2022 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER


BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH


Bill Lee, Chairman

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

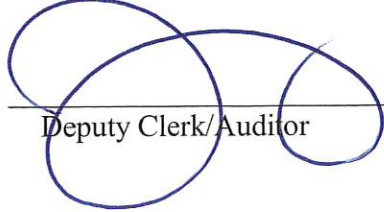
On this 26th day of August, 2019, personally appeared before me ~~Larry~~ ^{William C. Lee}
~~Ellertson~~, who being duly sworn, did say that he is the Chairman of the Board of County
Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on
behalf of Utah County, by authority of law.




NOTARY PUBLIC
Residing in Utah County

ATTEST: AMELIA POWERS GARDENER
Utah County Clerk/Auditor

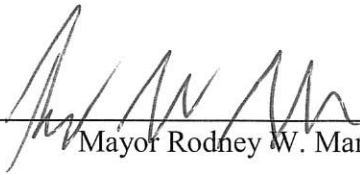
Reviewed as to form and compatibility with
the laws of the State of Utah

By: 
Deputy Clerk/Auditor


Deputy
COUNTY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the 26th day of August, 2019.

By signing below, Highland City accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2020-2022.



Mayor Rodney W. Mann

CDBG Urban Requalification Amendment Summary (Updated 5.31.22)

Section 1, second to last sentence:

1. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree **the City** may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period.

Section 2, first sentence:

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year **period** covered by this agreement.

Section 3:

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds that **HUD will hold the County, as the grantee under the CDBG programs,** legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that (1) the City may not apply for grants under the Small City or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City may receive a formula allocation under the ESG Program only through the Urban County.

Section 5, first sentence:

5. Prior to disbursing any CDBG programs to any subrecipients, the **County** shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

Section 7:

7. City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the

automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, that the grant will be conducted in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws, and shall affirmatively further fair housing.

AGREEMENT NO. 2022 - _____

**AMENDMENT TO INTERLOCAL AGREEMENT 2019-629
BETWEEN UTAH COUNTY AND HIGHLAND CITY**

THIS AMENDMENT, made and entered into this ____ day of _____ 2022, by and between **UTAH COUNTY**, a corporate and political body of the State of Utah, hereinafter referred to as the **COUNTY**, and **HIGHLAND CITY**, a municipal corporation, hereinafter referred to as **CITY**.

WHEREAS, the above parties previously entered into Agreement No. 2019-629 relating to the Community Development Block Grant Program; and

WHEREAS, the COUNTY and CITY desire to further amend Agreement No. 2019-629 to continue CDBG efforts and maintain compliance with HUD requirements.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY hereby amend Agreement No. 2019-629 to read as follows:

Section 1, second to last sentence:

1. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree the City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period.

Section 2, first sentence:

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year period covered by this agreement.

Section 3:

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds that HUD will hold the County, as the grantee under the CDBG programs, legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that (1) the City may not apply for grants under the Small City or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City may receive a formula allocation under the ESG Program only through the Urban County.

Section 5, first sentence:

5. Prior to disbursing any CDBG programs to any subrecipients, the County shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

Section 7:

7. City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, that the grant will be conducted in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws, and shall affirmatively further fair housing.

The remaining paragraphs of Agreement No. 2019-629 which have not been amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Thomas V. Sakievich, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAWS:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney

HIGHLAND CITY

HIGHLAND CITY

By: _____
Mayor

Attest:

By: _____
City Recorder

REVIEWED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
City Attorney



HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #4

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner/GIS Analyst
SUBJECT: PUBLIC HEARING/ACTION: Declaration of Surplus Property and Property Exchange/Boundary Line Agreement
TYPE: LEGISLATIVE: The Council is acting in a legislative capacity in fulfilling their responsibilities as the Governing Body as defined in the Municipal Code. State Law defines the decision to dispose of public property as a legislative action.

PURPOSE:

The City Council will hold a public hearing to consider the disposal of 13,374 square feet of public property along the Highland City border in the Beacon Hills Plat H subdivision. The City Council will also review the proposed Property Exchange and Boundary Line Agreement between Highland City and Alpine Joint Venture. The Council will take appropriate action.

BACKGROUND:

In January 2022, the City Council directed staff to look at possible routes to connect the Highland City trail system to Alpine and Draper. On February 1, 2022, the City Council discussed and determined that the best option was to connect to Draper property through the Pressurized Irrigation (PI) pond property. The Council directed staff to pursue negotiations aimed at implementing the PI pond option.

In order to have a public connection from Highland City property to Draper City property, the City worked with the property owner to the west, Alpine Joint Venture LTD, to negotiate a property swap. Alpine Joint Venture has agreed to trade a 20'-wide strip of property west of the PI pond in exchange for the City's 20'-wide strip of property south of the PI pond. The City would be trading 13,374 square feet for 10,864 square feet to provide the public trail connection to the Hog Hollow trails.

See below for an illustration of the property swap.



DISCUSSION:

Property Disposal

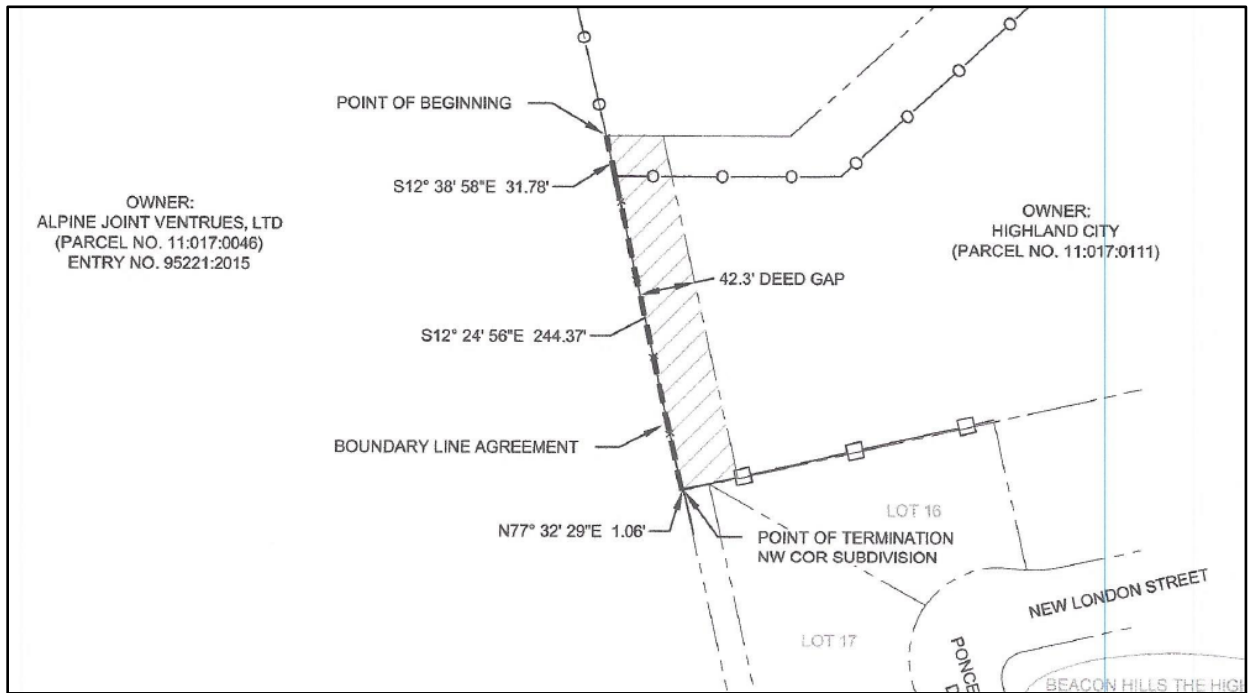
Section 2.44.030 Disposal of Real Public Property requires a four-step process to sell property as follows:

1. Declare the property surplus by resolution at a regularly scheduled City Council meeting
2. Publish a notice of the proposed disposition of real public property and of a public hearing before the City Council to consider such disposition:
 - a. On the Utah Public Notice Website created in Section 63F-1-701, and
 - b. Advertised on the Highland City Website
(This defines "reasonable notice of real property" as required by Utah State Code.)
3. Hold a public hearing at which the city council accepts public comment on the proposed disposition.
4. Approve the disposal of the property on such terms and conditions as the City Council determines are appropriate.

On May 17, 2022, the City Council completed the first step by adopting a resolution to authorize staff to begin the disposal process of the subject property. Staff posted public hearing notices on the State and City websites, and in three public places on May 18, 2022. The purpose of this item is to hold the public hearing and adopt a resolution to approve the disposal of the subject property.

Property Exchange and Boundary Line Agreement

See Attachment #2 for the proposed agreement. The agreement addresses the property swap between Highland City and Alpine Joint Venture. It also addresses an approximately 40'-wide gap between Highland City and Alpine Joint Venture properties. The parties "agree that the boundary line between the AJV Parcel and the City's Angel's Gate and Pond Parcels is as shown in the attached **Exhibit C**, referred to therein as the "Boundary Line Agreement" line."



Part of Exhibit C

FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends the Council **APPROVE** the Resolution.

PROPOSED MOTION:

I move that the City Council **APPROVE** the Resolution disposing of certain open space in the Beacon Hills Plat H subdivision, as shown in Exhibit A, and the Property Exchange and Boundary Line Agreement between Highland City and Alpine Joint Venture.

ALTERNATIVE MOTION:

I move that the City Council **DENY** the resolution and the Property Exchange and Boundary Line Agreement.

ATTACHMENTS:

1. Resolution
2. Property Exchange and Boundary Line Agreement

**A RESOLUTION OF HIGHLAND CITY, UTAH
DESIGNATING PROPERTY FOR DISPOSAL PROPERTY**

WHEREAS, the Highland City Council is authorized under State Law and Highland City Code 2.44.030 to sell, lease, convey and dispose of real public property for the benefit of the city.

NOW, THEREFORE be it resolved by the City Council of Highland City that the Property, outlined and shown in Exhibit "A" is hereby designated for disposal. The City Council hereby authorizes the City Administrator to convey the above-mentioned property to Alpine Joint Venture, Ltd.

This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Highland City, Utah, this 7th day of June, 2022.

HIGHLAND CITY, UTAH

Kurt Ostler
Highland City Mayor

ATTEST:

Stephannie Cottle
Highland City Recorder

COUNCIL MEMBER	YES	NO
Timothy A. Ball	<input type="checkbox"/>	<input type="checkbox"/>
Brittney P. Bills	<input type="checkbox"/>	<input type="checkbox"/>
Sarah D. Petersen	<input type="checkbox"/>	<input type="checkbox"/>
Kim Rodela	<input type="checkbox"/>	<input type="checkbox"/>
Scott L. Smith	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit "A"

Beginning at a point 1180.89 feet West and 960.13 feet South of the North Quarter Corner of Section 23, Township 4 South, Range 1 East, Salt Lake Base and Meridian, thence North $77^{\circ}14'01''$ East 20.19 feet, thence South $12^{\circ}46'00''$ East 109.99 feet, thence South $12^{\circ}46'00''$ East 110.00 feet, thence South $12^{\circ}46'00''$ East 110.00 feet, thence South $12^{\circ}46'00''$ East 110.00 feet, thence South $12^{\circ}46'00''$ East 110.00 feet, thence South $12^{\circ}46'00''$ East 111.05 feet, thence S $69^{\circ}51'08''$ 20.36 feet, thence North $12^{\circ}46'00''$ West 663.65 feet to the point of beginning.

Contains 13,374 Square Feet (0.31 Acres)



PROPERTY EXCHANGE AND BOUNDARY LINE AGREEMENT

This Property Exchange and Boundary Line Agreement (“**Agreement**”), effective as of the last date accompanying the signatures below, is executed between Alpine Joint Venture, Ltd., a Utah limited partnership, (“**AJV**”) and Highland City, a Utah municipality (the “**City**”), together with their respective principals, agents, officers, attorneys, and representatives (collectively, “**Parties**”).

RECITALS

- A. The City owns the following parcels of real property located in Utah County:
- i. The “**Angel’s Gate Parcel**,” an approximately 12.689 acre parcel used by the City for access to an irrigation pond and water tank, and on which has been constructed a trail head, parcel number: 11:017:0111.
 - ii. The “**Pond Parcel**,” an approximately 4.277 acre parcel used by the City to locate, operate, and maintain an irrigation pond, parcel number: 11:017:0092.
 - iii. The “**Boundary Parcel**,” an approximately 0.31 acre parcel located on the western boundary of the Beacon Hill Plat H subdivision and kept and maintained as open space, which parcel is more particularly described in the attached Exhibit A, which is incorporated herein by reference.
- B. AJV owns an approximately 58.745 acre parcel of real property located within Utah County, the “**AJV Parcel**,” parcel number: 11:017:0046.
- C. The City desires to obtain a portion of the AJV Parcel immediately adjacent to the City’s Angel’s Gate and Pond Parcels, approximately 0.25 acres in size, in order for the City to construct, maintain, and open a public trail that connects the Angel’s Gate and Pond Parcels and trail head to the larger trail system within Draper City. This portion of the AJV Parcel is hereinafter referred to as the “**Trail Parcel**” and is more particularly described in the attached Exhibit B, which is incorporated herein by reference.
- D. AJV desires to obtain the Boundary Parcel, which is immediately adjacent to the AJV Parcel.
- E. Accordingly, the Parties desire to enter into a mutually beneficial exchange of property, wherein the City obtains the Trail Parcel and AJV obtains the Boundary Parcel.

AGREEMENT

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

1. **Warranties.** The Parties represent and warrant that they each lawfully own their respective parcels as described herein, and that each Party is authorized and able to

convey to the other the rights described herein clear of any encumbrances that would interfere with the other Party's possession and use of the exchanged property.

2. **Property Exchange.** The Parties agree to exchange title to the following parcels of real property (the "**Exchanged Parcels**") at Settlement and Closing by way of warranty deeds, unless the Parties agree to a different form of deed in writing:
 - a. AJV shall transfer all right and title in and to the Trail Parcel to the City, together with all appurtenances, rights, and privileges belonging thereto.
 - b. The City shall transfer all right and title in and to the Boundary Parcel to AJV, together with all appurtenances, rights, and privileges belonging thereto.
3. **Boundary Line.** The Parties agree that the boundary line between the AJV Parcel and the City's Angel's Gate and Pond Parcels is as shown in the attached **Exhibit C**, referred to therein as the "Boundary Line Agreement" line.
4. **Consideration.** The Parties acknowledge and agree that the exchange of property and settlement of their mutual boundary line constitutes sufficient and adequate consideration for this Agreement. The City further agrees that the receipt of the Trail Parcel, with its advantageous location and access to the larger trail system, provides reasonable and fair value to the City in exchange for the Boundary Parcel and the City's obligations under this Agreement. The Parties further agree that no other consideration, compensation, promise, property, or money has been agreed to or is a condition of this Agreement, and that no financing or appraisal is required or made a condition of this Agreement.
5. **Settlement.** Settlement shall take place no later than the Settlement Deadline described in Section 15. "**Settlement**" will occur only when all of the following have been completed:
 - a. The Parties have signed and delivered to each other or to the escrow/closing office all documents required by this Agreement, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law;
 - b. Any monies required to be paid by the Parties under this Agreement have been delivered by the responsible Party to the other Party or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the Party or escrow/closing office.
6. **Closing.** Closing shall take place no later than four calendar days after Settlement. "**Closing**" will occur only when all of the following have been completed:
 - a. Settlement has been completed;
 - b. The applicable Closing documents, including deeds and other legal instruments, have been recorded in the office of the county recorder ("**Recording**"). The Parties agree that this Agreement may be recorded as a boundary line agreement,

pursuant to state law, to the extent necessary to establish the mutual boundary line between the AJV Parcel and the City's Angel's Gate and Pond Parcels.

7. **Possession.** Each Party shall deliver physical possession of their respective portion of the Exchanged Parcels to the other Party upon Recording. These provisions shall survive closing.
8. **Payment Obligations.** The following obligations and provisions shall survive Closing:
 - a. All prorations, including homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations; any assessments for capital improvements; and any change of ownerships fees assessed by any entity that is due to such entity as a result of the transfer of title to the Exchanged Parcels, shall be paid for by the current owner of such property at or before Settlement.
 - b. The City shall bear all costs of surveying the properties, preparing deeds and other instruments, and any costs charged by the escrow/closing office, to the extent one is involved in this transaction.
9. **As-Is Condition, Disclosures, and Due Diligence.**
 - a. Each Party agrees that they are acquiring their respective portion of the Exchanged Parcels in their "as-is" condition without expressed or implied warranties of any kind, except as expressly set forth herein.
 - b. No disclosures regarding property conditions are required or made a condition of this Agreement.
 - c. Upon execution of this Agreement, each Party shall provide the other Party reasonable access to the Exchanged Parcels prior to Settlement and Closing in order for the Parties to complete any desired inspections, surveys, studies, or other due diligence, including any desired title insurance or title inspections, which shall be performed at the sole expense of the Party seeking it.
 - d. If a Party determines that the results of their due diligence are unacceptable, such Party shall, no later than the Due Diligence Deadline described in Section 15 resolve in writing with the other Party their objections. If unable to resolve the objections, the Party may elect to terminate this Agreement by providing written notice to the other Party.
10. **Private Property Owners.** The City shall be responsible for ensuring that the private property owners immediately adjacent to the Boundary Parcel are aware of the future transfer of the Boundary Parcel to AJV, that the Boundary Parcel will no longer be public open space property or owned by the City, and that such property owners must remove all private improvements and property from the Boundary Parcel prior to Settlement.

11. **Improvements.** The following provisions shall survive closing. Within six months after Closing, the City will complete the following improvements at its own cost and expense:

- a. Relocate the existing fence between the Boundary Parcel and the AJV Parcel to the east side of the Boundary Parcel;
- b. Install a fence along the boundary of the Trail Parcel to fence the Trail Parcel off from the remainder of the AJV Parcel;
- c. Post “No Trespassing” signage along both fences.

12. **Consent to Boundary Adjustment.** The following provision shall survive closing. The City grants its consent to and agrees not to protest any request to disconnect the Boundary Parcel from City boundaries for the purposes of allowing AJV to annex the Boundary Parcel into Draper City. The City agrees to waive any fee charged by the City in connection with such application or process. The City further agrees to work with Draper City and AJV in good faith on a boundary adjustment or annexation process, as provided by law, to adjust the cities’ mutual boundary to allow the Boundary Parcel to be annexed into Draper City. The parties expressly recognize that annexation and boundary adjustments are legislative matters that cannot be dictated by contract. As such, no right or obligation of this Agreement is conditioned on the successful annexation of the Boundary Parcel into Draper City.

13. **Deeds and Instruments.** The Parties agree to promptly and timely complete and provide all forms, deeds, assignments, receipts and any other instrument or document required to carry out the terms of this Agreement. These provisions shall survive closing.

14. **Changes During Transaction.** The Parties agree that from the date of this Agreement, neither Party shall, without the prior written consent of the other Party:


- a. Make any substantial alterations or improvements to the Exchanged Parcels;
- b. Further financially encumber the Exchanged Parcels;
- c. Make any changes to the legal title to the Exchanged Parcels;
- d. Enter into any additional lease, rental, or any other use or management agreement affecting the Exchanged Parcels;
- e. Change any existing lease, rental, or any other use or management agreement affecting the Property.

15. **Schedule of Deadlines.** The following deadlines apply unless otherwise agreed to by the Parties in writing.

- a. Due Diligence Deadline: April 10, 2022
- b. Settlement Deadline: May 31, 2022

16. **Complete Agreement.** This written Agreement is the entire contract entered into between the Parties, and no Party is relying or may rely on any other representations, promises, or understandings of any kind not expressly set forth herein. This Agreement may not be altered, amended, modified, or otherwise changed in any respect except in a writing executed by all Parties.
17. **No Third Parties.** The rights, duties, and obligations of this Agreement are for the sole benefit of the named Parties, and no third party, other than authorized successors in interest, has any rights hereunder to enforce the terms of this Agreement.
18. **Authority to Execute.** The person executing this Agreement on behalf of each Party hereby represents that he or she has full authority to execute the Agreement and to bind each Party to the terms of this Agreement, and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.
19. **Assignment and Successors.** The Parties agree that this Agreement shall run with the land and continue and be binding on all successors-in-interest, partners, agents, officers, trustees, attorneys, insurers, assigns, representatives, heirs, executors, and administrators of each of the Parties.
20. **Counterparts.** This Agreement may be executed in counterparts, whether physical or electronic, which together form a single Agreement. Signatures on this Agreement, whether executed physically or by electronic means, shall be deemed original signatures and shall have the same legal effect as original signatures.
21. **Governing Law and Forum.** This Agreement shall be governed and construed in accordance with Utah law. Any action to enforce this Agreement or adjudicate any issues under or in connection with this Agreement shall be brought and maintained in the Utah Fourth District Court, Utah County, and the Parties agree to submit to the jurisdiction thereof for purposes of this Agreement and any dispute arising out of the same. These provisions shall survive closing.
22. **Attorney Fees and Costs.** Both Parties agree to pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement shall be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings.

FOR HIGHLAND CITY


[Signature]

Kurt Oster
[Printed Name]

MARCH 31, 2022
[Date]

Mayor, Highland City
[Title]

Attested to by Stephannie Cottle, City Recorder:


[Signature]

FOR ALPINE JOINT VENTURE, LTD


[Signature]

Joseph L. Hunt
[Printed Name]

4/14/22
[Date]

Partner
[Title]

[Signature]

[Printed Name]

[Date]

[Title]

Exhibit # A

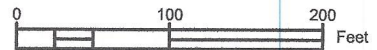
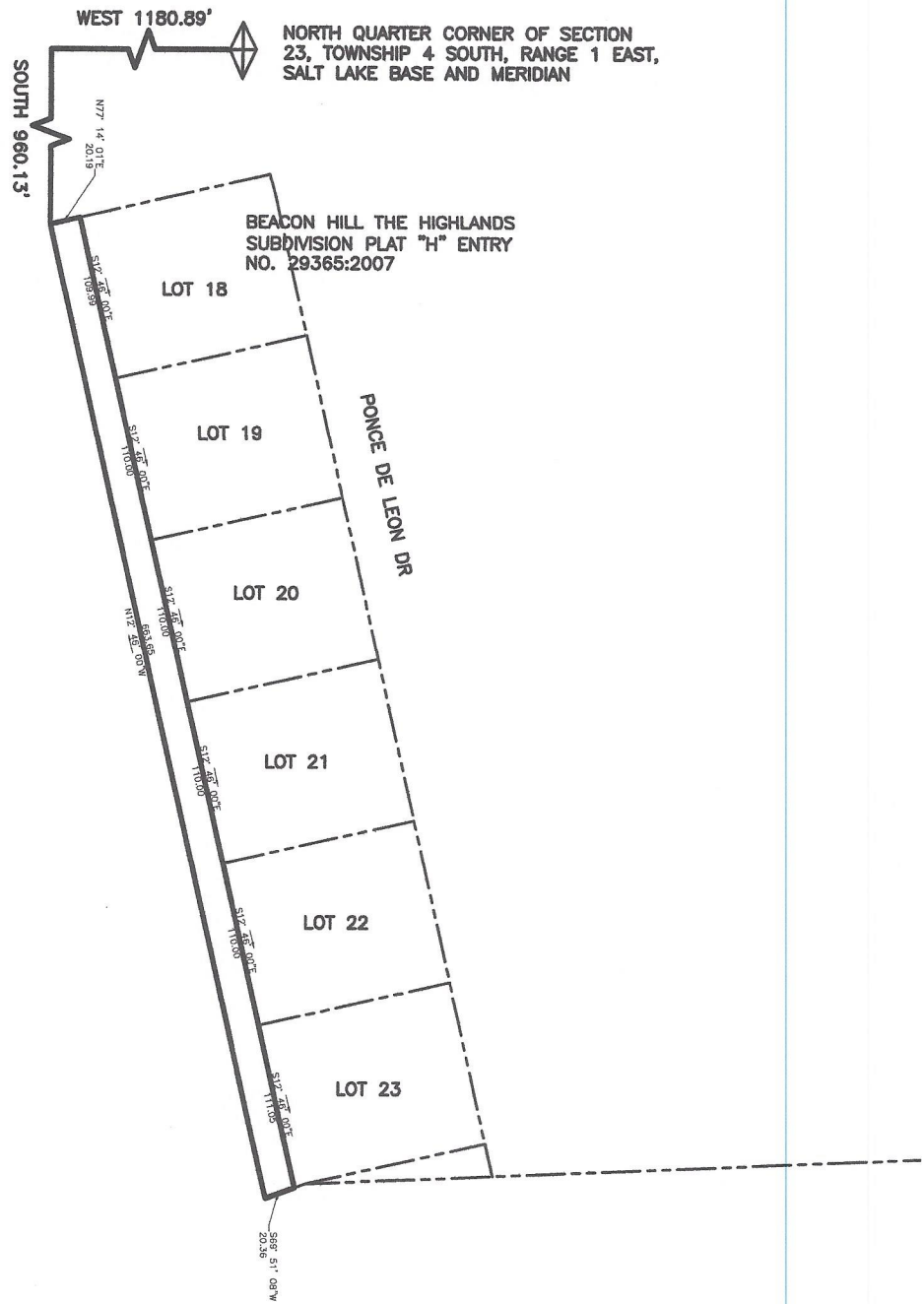


Exhibit B

ALPINE JOINT VENTURES, LTD PROPERTY EXHIBIT LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE UPON A PORTION OF COUNTY PARCEL NUMBER 11:017:048 AS DESCRIBED IN QUIT CLAIM DEED, ENTRY NUMBER 95221:2015 AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, SAID PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 INCH UTAH COUNTY LAND SURVEY BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 89°48' 15" EAST 1231.54 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89°48' 15" EAST 20.52 FEET ALONG SAID SECTION LINE TO THE NORTHEAST CORNER OF SAID COUNTY PARCEL; THENCE SOUTH 12°45' 53" EAST 540.88 FEET ALONG THE EAST LINE OF SAID COUNTY PARCEL; THENCE SOUTH 77°14'07" WEST 20.00 FEET; THENCE NORTH 12°45'53" WEST 545.49 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,864 S.F. / 0.25 AC +/-



Exhibit B

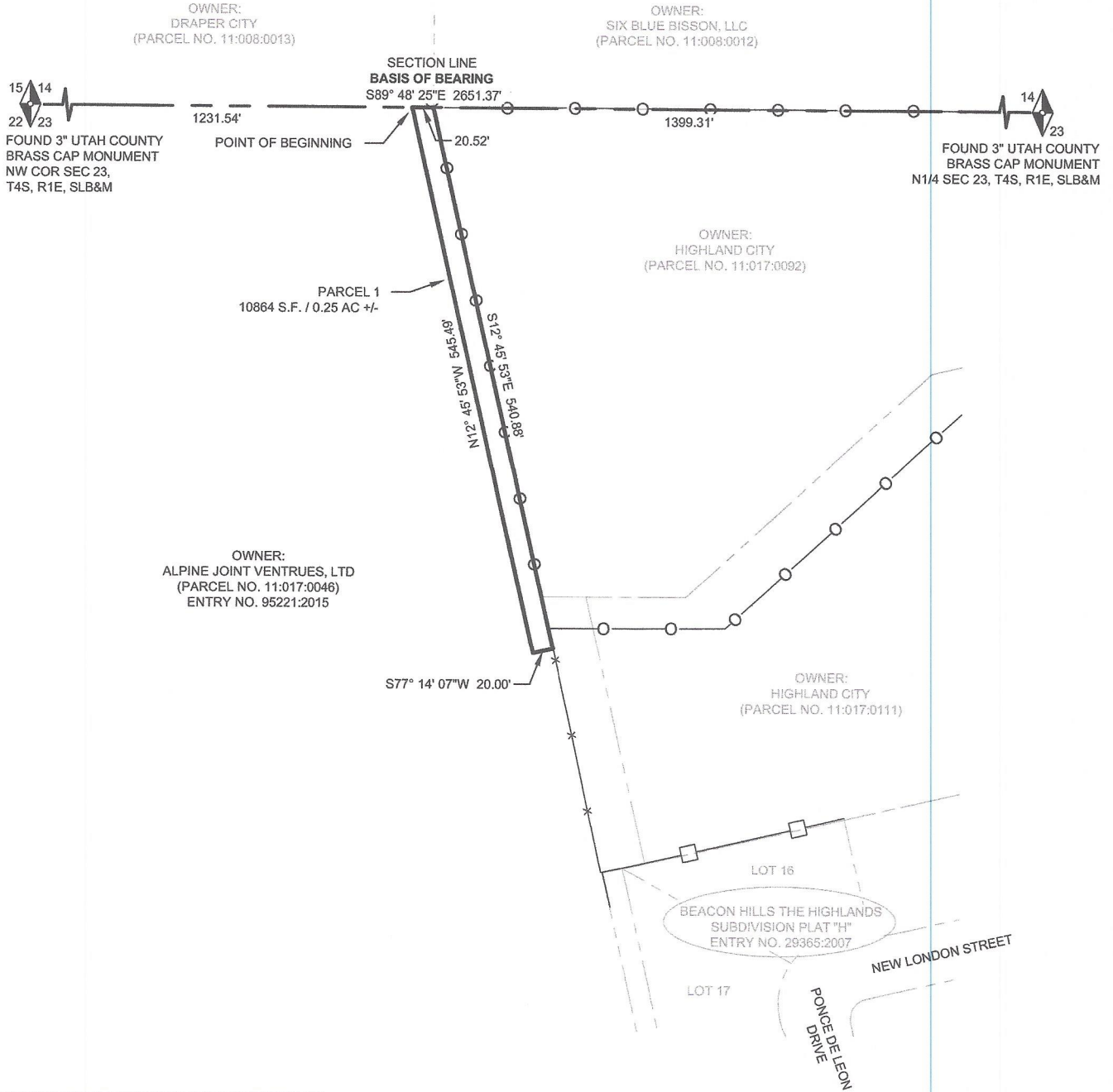
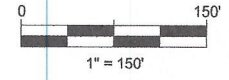
ALPINE JOINT VENTURES, LTD PROPERTY EXHIBIT

LOCATED IN:
NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH

preliminary



SCALE



LEGEND

SECTION CORNER (FOUND)	
SECTION LINE	
UNDERLYING PARCEL LINE	
PARCEL LINE	
ADJACENT LOT LINE	
WOOD / IRON FENCE	
CHAIN LINK FENCE	



PO BOX. 95029
SOUTH JORDAN, UT 84095
PHONE: (801) 446-1820
WWW.FLINTUTAH.COM

PROJECT NUMBER:	211206
DRAWN BY:	JD
CHECKED BY:	PC
DRAWING DATE:	12/30/2021
SHEET NUMBER:	2 OF 2

G:\2021\12\1206 HIGHLAND TRAIL EASEMENT\DRAWINGS\EXHIBITS\ALPINE PROP EXHIBIT - 123021.DWG

ALPINE JOINT VENTURES, LTD
PROPERTY EXHIBIT LEGAL DESCRIPTION

A BOUNDARY LINE AGREEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 INCH UTAH COUNTY LAND SURVEY BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 89°48' 15" EAST 1252.06 FEET ALONG THE SECTION LINE TO THE EAST LINE OF COUNTY PARCEL NUMBER 11:017:0046 DESCRIBED IN ENTRY NUMBER 95221:2015, RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE AND A CHAIN LINK FENCE CORNER, THENCE SOUTH 12°47'33" EAST 489.12 FEET ALONG THE EAST LINE OF SAID PARCEL AND THE CHAIN LINE FENCE TO A POINT ON THE WESTERLY LINE OF COUNTY PARCEL 11:017:0111 DESCRIBED IN ENTRY NUMBER 26386:2007 AS RECORDED IN SAID COUNTY RECORDER'S OFFICE AND THE POINT OF BEGINNING; THENCE SOUTH 12°38'58" EAST 31.78 FEET ALONG SAID CHAIN LINK FENCE TO THE CORNER OF A CHAIN LINK AND BARBED WIRE FENCE; THENCE SOUTH 12°24'56" EAST 244.37 FEET ALONG SAID FENCE TO A FENCE CORNER; THENCE NORTH 77°32'29" EAST 1.06 FEET TO A BARBED WIRE AND IRON FENCE CORNER, SAID CORNER IS AT THE NORTHWEST CORNER OF BEACON HILLS THE HIGHLANDS SUBDIVISION PLAT "H", ENTRY NUMBER 29365:2007, RECORDED IN SAID COUNTY RECORDER'S OFFICE, SAID FENCE CORNER BEING THE POINT OF TERMINATION.



Exhibit C

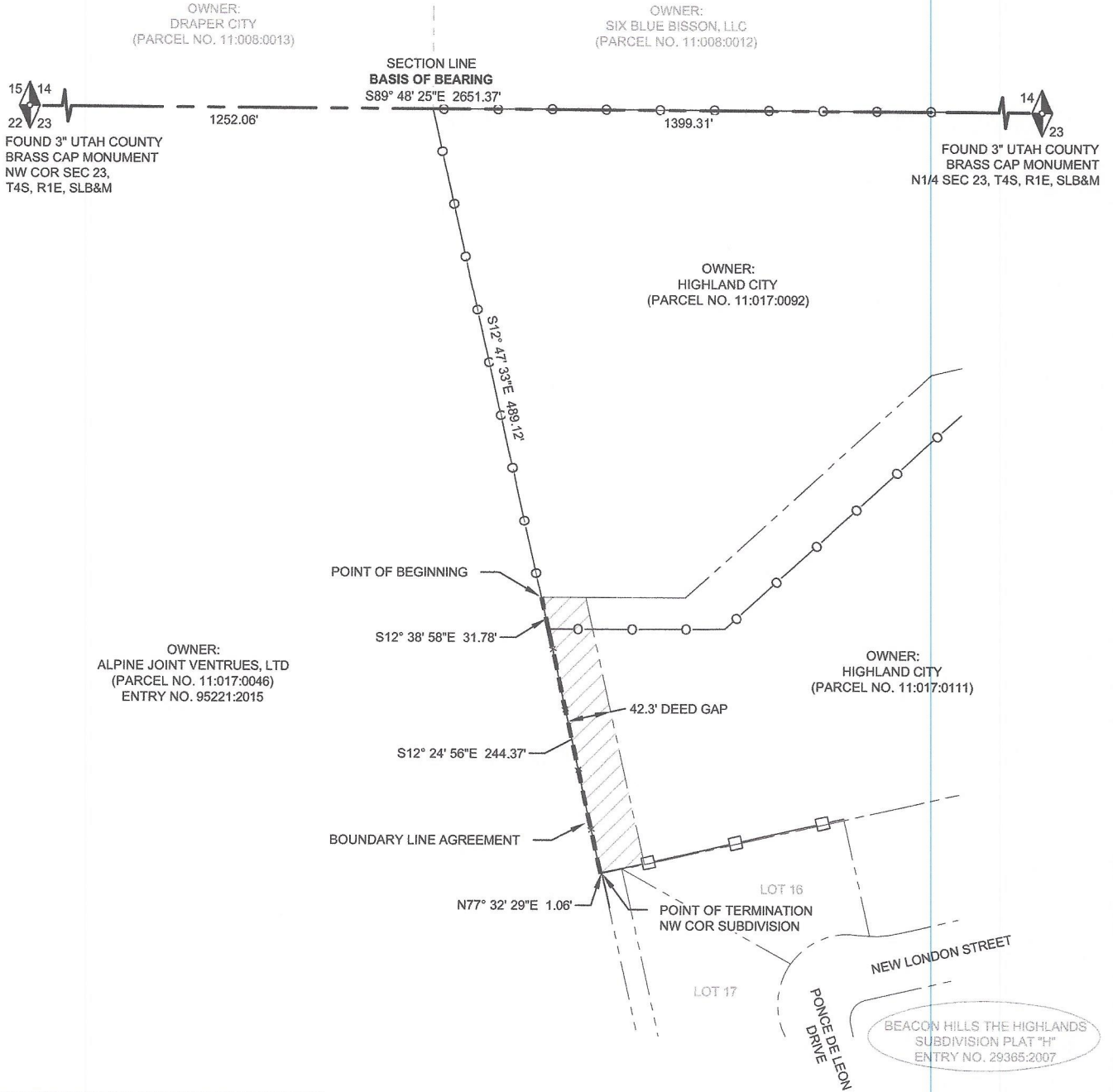
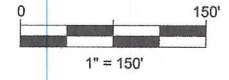
ALPINE JOINT VENTURES, LTD
PROPERTY EXHIBIT

LOCATED IN:
NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH

preliminary



SCALE



OWNER:
ALPINE JOINT VENTURES, LTD
(PARCEL NO. 11:017:0046)
ENTRY NO. 95221:2015

OWNER:
HIGHLAND CITY
(PARCEL NO. 11:017:0092)

OWNER:
HIGHLAND CITY
(PARCEL NO. 11:017:0111)

LEGEND

SECTION CORNER (FOUND)	
SECTION LINE	
UNDERLYING PARCEL LINE	
PARCEL LINE	
ADJACENT LOT LINE	
WOOD / IRON FENCE	
CHAIN LINK FENCE	

<p>LAND SURVEYING</p> <p>DEVELOPMENT</p>	PROJECT NUMBER: 211206
	DRAWN BY: JD
<p>PO BOX. 95029 SOUTH JORDAN, UT 84095 PHONE: (801) 446-1820 WWW.FLINTUTAH.COM</p>	CHECKED BY: PC
	DRAWING DATE: 12/30/2021
	SHEET NUMBER: 2 OF 2



CITY COUNCIL AGENDA REPORT

ITEM #5

DATE: June 7, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, P.E.
Public Works Director/City Engineer

SUBJECT: **CONSTRUCTION CONTRACT:** Fencing for Hog Hollow trailhead connection to Draper trail systems

TYPE: **ADMINISTRATIVE:** The Council is acting in an administrative capacity as outlined in the Municipal Code.

PURPOSE:

The City Council will consider the award of a contract for installation of a black vinyl-coated chain link fence in conjunction with the trail realignment on the west side of the Hog Hollow pressurized irrigation pond. The Council will take appropriate action.

BACKGROUND:

In later 2021 access from the Hog Hollow trailhead to the Draper City trail system was restricted from crossing a parcel of private land by the landowner. City elected officials and staff began exploring alternate routes to allow users to access the Draper trails. Highland City was able to negotiate an agreement with the adjacent property owner, Alpine Joint Ventures, for a land exchange to facilitate the new trail connection. Highland City will receive a 20' trail corridor adjacent to the west side of the existing pressurized irrigation pond. Alpine Joint Ventures will receive a portion of Highland City land directly south of this location. The agreement requires Highland City to build a 6-foot fence along the new City boundary adjacent to the trail. The fence will prevent trail users from entering the Alpine Joint Venture Property while allowing a route to the Draper trail systems. It also requires the City to relocate the fence along the existing City parcel to the new boundary.

The City has received a bid from Northwest Fence to install 560' of 6' black vinyl coated chain link fence to be placed along the newly acquired trail corridor and to relocate a small portion of the existing fence at the pond to facilitate a turn in the trail. The bid for the chain link fence and installation is \$19,500.00. The bid to relocate the 663' of five-strand barb wire fence to define the AJV adjusted boundary to the south is \$5,400.00.

Volunteer efforts from residents and the Lone Peak Mountain Bike Club are being arranged to construct the trailway. As such, the City does not expect to pay any additional contractor funds to construct the trail connection. City staff have provided pulverized

asphalt millings to the trail location to be spread by the volunteers.

The City received a second bid for the chain link fence from Mountain States fence. Northwest was the least expensive bid when the lengths and unit prices were compared. The bid from Mountain States did not include the correct quantity, it was short by 30-feet. When the correct length is included on the Mountain States bid, the bid from Northwest bid is \$1,029.81 lower. A bid comparison is included in the attachments.

FISCAL IMPACT:

The total cost is \$24,900.00. The approved preliminary budget for FY2023 (GL 10-70-73) contains \$25,000 that is intended for this fencing. The budget is sufficient to fund the fencing portion of the trail relocation project.

RECOMMENDATION:

Staff recommends Highland City enter into a contract with Northwest Fence Co. in the amount of \$24,900.00 to provide and install the fencing portion of the Hoggs Hollow trail connector to Draper City and relocate the existing five-strand barb wire fence to the new boundary location for the exchanged Alpine Joint Venture property.

PROPOSED MOTION:

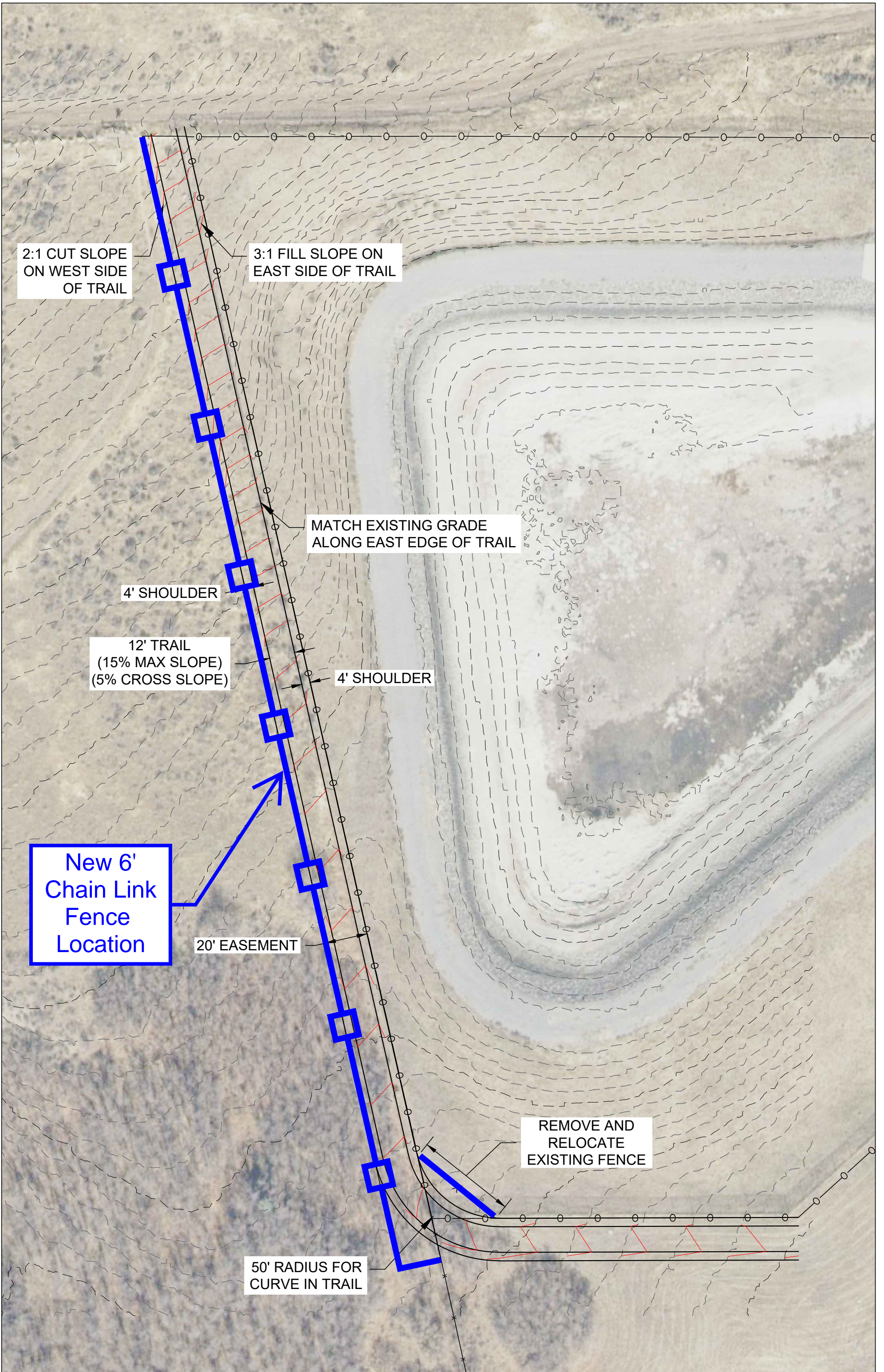
I move that City Council APPROVE the purchase contract with Northwest Fence Company in the amount of \$24,900.00 for areas associated with the Alpine Joint Ventures land exchange to facilitate the Hog Hollow trail connections and AUTHORIZE the city Administrator to execute the necessary contract documents.

ALTERNATIVE MOTION: *(if applicable)*

I move that City Council Deny the contract with Northwest Fence Co. (The Council will provide appropriate findings and guidance to City staff)

ATTACHMENTS:

1. Site Plan for trail corridor
2. Site plan for relocation of five-strand barb wire fence
3. Northwest Fence chain link fence bid
4. Northwest Fence five-strand barb wire fence relocation bid
5. Bid Comparison
6. Mountain States Fence chain link fence bid



2:1 CUT SLOPE
ON WEST SIDE
OF TRAIL

3:1 FILL SLOPE ON
EAST SIDE OF TRAIL

MATCH EXISTING GRADE
ALONG EAST EDGE OF TRAIL

4' SHOULDER

12' TRAIL
(15% MAX SLOPE)
(5% CROSS SLOPE)

4' SHOULDER

New 6'
Chain Link
Fence
Location

20' EASEMENT

REMOVE AND
RELOCATE
EXISTING FENCE

50' RADIUS FOR
CURVE IN TRAIL



240 S 1060 W Lindon UT 84042
 PHONE (801) 796-8800 FAX (801) 796-8899
 northwestfenceutah.com

"IN NO EVENT SHALL THE COMPANY OR ANY THIRD PARTY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY WATER OR RELATED DAMAGE SUFFERED AS A RESULT OF COMPANY'S SERVICE OR MATERIALS PROVIDED UNDER THIS AGREEMENT. INCLUDING IN THE EVENT THAT THE COMPANY BREAKS OR RUPTURES A WATER LINE, PIPE OR CONTAINER."

BUYER MUST BE PRESENT WHEN JOB IS STARTED

DATE May 6 2022 Wufoo Number _____

Contract/Proposal 98117

PRIMARY PHONE 801 367 4387 WORK PHONE _____ FAX NUMBER _____

SECONDARY PHONE _____ SALESMAN DARREN SALESMAN'S CELL 801 358 4009

EMAIL ADDRESS ASPENCER@HIGHLANDCITY.ORG
JEFF@HIGHLANDCITY.ORG

CREDIT CARD # _____ EXP DATE _____

BL ST # _____ MARKED _____ EXPIRED _____ RENEW _____

BL ST (Side Street) _____ BL ST (Side of Lot) _____

BILL TO HIGHLAND CITY ATTENTION ANDY JEFF

JOB NAME HOG HOLLOW SUPER'S NAME _____

ADDRESS _____

ADDRESS 5960 bl.

CITY, STATE, ZIP _____

CITY HIGHLAND JOB PHONE _____

CO-OP _____ PO# _____ Start _____

Drawing Attached

Sprinkler Line Insurance \$6.00 Per Hole _____ Accept _____ Decline
 Due to unforeseen underground obstacles, additional charges may be incurred.

HOLES IN ASPHALT _____
 Plated Post / Core Drill
 Qty _____ Size _____
 Qty _____ Size _____

WIRESIDE
 NORTH IN OUT
 SOUTH IN OUT
 EAST IN OUT
 WEST IN OUT

CLEAN UP DIRT: YES NO

SELVAGE
 KK BK BB _____ UP DOWN
 KK BK BB _____ UP DOWN
 KK BK BB _____ UP DOWN

GRADE
 LEVEL TERRACED
 FOLLOW GRADE STRAIGHT

POWDER COATING
 Section All Color Blue
 Section _____ Color _____

Pipe Origin: DOM IMP Wire Origin: DOM IMP

Mushroom Stop: Yes No Qty _____
 Gate Holdback: Yes No Qty _____

FABRIC or PANEL DESCRIPTION						RAIL				LINE POSTS				T-Wire	SPACING	BRCS									
FEET	HT	GA	WV	TYPE	COLOR	TOP	MID	BOT	1 3/8	1 5/8	055	065	20	40	1 7/8	2 3/8	065	20	40	QTY	8	10	8	NO	YES
<u>560</u>	<u>6</u>	<u>8</u>	<u>2</u>	<u>FB</u>	<u>Blue</u>	<u>X</u>														<u>560</u>	<u>8</u>	<u>10</u>	<u>8</u>		<u>YES</u>
									1 3/8	1 5/8	055	065	20	40	1 7/8	2 3/8	065	20	40	QTY		10	8	NO	YES
									1 3/8	1 5/8	055	065	20	40	1 7/8	2 3/8	065	20	40	QTY		10	8	NO	YES

GATE POSTS				GATES																	
QTY	HT	OD	065 20 40	TYPE	WIDTH	HT	1 3/8	1 5/8	1 7/8	065	20	40	QTY	HINGE	LATCH	R-Whl	F-Whl	TRACK	Space	Cant Whl	

CORNERS				END POSTS				SLATS				BARBED WIRE, TIES & HOG RINGS											
QTY	HT	OD	065 20 40	QTY	HT	OD	065 20 40	FEET	HT	CLR	TYPE	INSTLL	Y	N	POINT	OUT	IN	UP	STRANDS	CRN	ARMS	PS	MI
<u>3</u>	<u>6</u>	<u>7</u>	<u>2 1/2</u>	<u>2</u>	<u>6</u>	<u>2 1/2</u>	<u>0</u>																
															Ties	12	11	9	Al	Stl		12	24

TERMS Down-Net 30 MT-55 SKIDSTEER DD HAND 100%

By signing, purchaser acknowledges reading and agrees to the terms set forth in this contract and the attached Terms and Conditions. Purchaser also acknowledges and agrees to the personal guarantee set forth in the Terms and Conditions, and acknowledges and agrees to be responsible for underground utilities and irrigation lines.

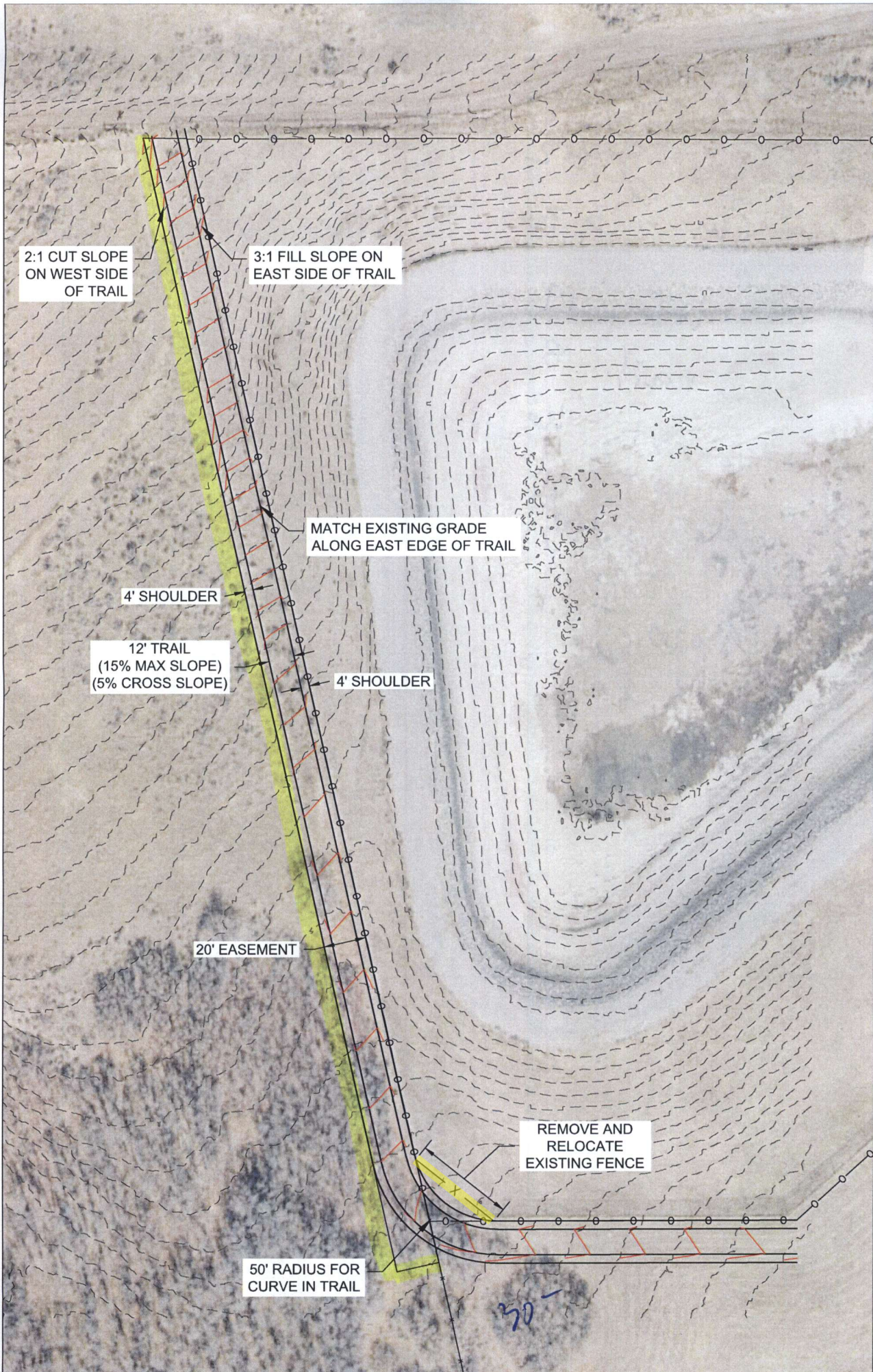
Purchaser is responsible for obtaining permits and locating property lines

SELLER _____ DATE _____
 BUYER _____ DATE _____

	<u>\$19,500 =</u>
	3% Charge for Credit Cards
GRAND TOTAL	
DOWN PAYMENT	

Once signed contract/proposal and 1/2 down is received, buyer will be added to our installation roster, and will be contacted prior to starting job.

46



2:1 CUT SLOPE
ON WEST SIDE
OF TRAIL

3:1 FILL SLOPE ON
EAST SIDE OF TRAIL

MATCH EXISTING GRADE
ALONG EAST EDGE OF TRAIL

4' SHOULDER

12' TRAIL
(15% MAX SLOPE)
(5% CROSS SLOPE)

4' SHOULDER

20' EASEMENT

REMOVE AND
RELOCATE
EXISTING FENCE

50' RADIUS FOR
CURVE IN TRAIL

KK

30'

6' shade cl

TERMS AND CONDITIONS

By signing or otherwise agreeing (whether via email or orally) to the Contract/Proposal (the "Contract") to which these Terms and Conditions (these "Terms," and together with the Contract, the "Agreement") are attached, the purchaser who has signed or otherwise agreed to the Contract ("Purchaser") agrees to be bound by the Contract and these Terms. Northwest Fence & Supply ("Company" or "Seller") shall be bound by this Agreement (and any changes thereto) only upon the execution of the Contract by an authorized agent of Company.

1. **General Terms.** Pursuant to the terms and conditions of this Agreement, Company agrees (either itself or through its subsidiary, affiliate or a subcontractor) to provide only the fence installation services, including labor and materials (collectively, the "Services"), described in the Contract, at the location specified in the Contract (the "Service Location").
2. **Fee.** In addition to all other amounts Purchaser may owe to Company hereunder, Purchaser agrees to pay to Company (a) the fee set forth in the Contract, and (b) all additional fees and all costs and expenses incurred by Company as a result of (i) changes in the Services requested by Purchaser or (ii) inaccurate representations made by Client (collectively, as such may be adjusted pursuant to the terms and conditions of this Agreement, the "Fee"). Client agrees to pay the Fee as such amounts are invoiced to Client throughout the performance of the Services.
3. The Seller may at its option suspend work and deliveries under this contract if the Purchaser has not paid cash in full for all amounts owing under this Agreement, and, in Seller's sole opinion, the credit of the Purchaser becomes doubtful or impaired, until the Seller has received full settlement or satisfactory security for shipments made and services rendered and is satisfied as to Purchaser's credit for further shipments and/or services. If Purchaser fails or refuses to make payment as provided or to furnish such satisfactory security, the Seller shall have the right to enforce payment of the value of the Services already furnished, or in process, and shall have a reasonable extension of time for the performance thereof as is necessitated by the suspension.
4. Company shall be responsible only for reasonable diligence in performance. In the event the Services are not substantially completed within the time period specified in the Contract, or an extended time period required in connection with changes in the Services, because of the unavailability of materials, failure of other contractors performing work at the Service Location to complete their respective work in a timely manner, labor strikes, acts of God or causes that are beyond the reasonable control and anticipation of Company, Company shall have a reasonable additional period of time to complete the Services and otherwise perform under this Agreement. Such delays shall not be deemed a breach of this Agreement by Company and shall not serve to cancel, amend or diminish any of Purchaser's obligations. Without limiting the foregoing, acceptance of performance by Purchaser shall constitute a waiver of any claims for damages on account of delays.
5. Purchaser agrees that Purchaser shall have a period of five (5) days from substantial completion of the Services to inspect the materials and work provided with respect thereto (the "Inspection Period"). Any Services not rejected by Purchaser during the Inspection Period shall be deemed accepted. Purchaser agrees that Purchaser shall have no right whatsoever to reject any materials or work provided as part of the Services after the Inspection Period except as set forth in Section 6 below.
6. **WARRANTY DISCLAIMER.** Seller agrees to provide the Services in a good and workmanlike manner. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF DESIGN, CONDITION OR QUALITY, OR ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, RELATED TO ANY OF THE MATERIALS AND/OR SERVICES SELLER PROVIDES HEREUNDER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. Purchaser hereby acknowledges and accepts such disclaimer and hereby waives any and all rights Purchaser may have by virtue of the representations and warranties disclaimed. While Seller does not warrant any materials provided, the manufacturers of such materials may provide warranties with respect thereto. COMPANY HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY OTHER THAN AS PROVIDED IN THE FIRST SENTENCE OF THIS SECTION.
7. **Exclusive Remedy.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF COMPANY'S SOLE WARRANTY SET FORTH IN SECTION 6 ABOVE OR FOR ANY SERVICES RIGHTFULLY REJECTED BY CUSTOMER WITHIN THE INSPECTION PERIOD PURSUANT TO SECTION 5 SHALL BE REPLACEMENT OF, OR, AT COMPANY'S SOLE OPTION, AND SUBJECT TO SECTION 5, REFUND FOR ANY NONCONFORMING MATERIALS OR LABOR PROVIDED AS PART OF THE SERVICES.
8. **Limitation on Company's Liability.** EXCEPT AS OTHERWISE RESTRICTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL COMPANY OR ANY THIRD PARTY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS ARISING HEREUNDER OR IN CONNECTION HERewith) EVEN IF COMPANY OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. COMPANY'S TOTAL LIABILITY FOR DAMAGES SUFFERED HEREUNDER, IF ANY, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID TO COMPANY BY CUSTOMER UNDER THIS AGREEMENT.
9. No one has authority to depart from the terms and conditions of sale as set forth in this Agreement, nor to make representations or arrangements other than those printed hereon whether in the execution or in the performance of this Agreement, unless the same are written on this Agreement or are given in writing with it or in pursuance of it, and are approved in writing by an authorized agent of Seller.
10. Purchaser agrees to furnish necessary property line and grade stakes. If errors are discovered while work is in progress, or after installation has been completed, changes and/or alterations will be charged to the Purchaser in an amount equal to Seller's consequent additional expense.
11. The Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event Seller shall institute and prevail, or defend and prevail, in any action or suit for payment of the determination of right hereunder, Purchaser will pay to Seller all costs and expenses, including a reasonable attorney's fee, incurred on account thereof.
12. Full payment for all Services is due 30 days from the invoice date ("Payment Deadline"). Any outstanding balance after the Payment Deadline will accrue interest at a rate of 1.5% per month or 18% per year compounded monthly or the maximum amount allowable under applicable state law, whichever is greater. Seller accepts payment by credit card and check. In the event that payment is not received by the Payment Deadline, this account may be turned over to a collections agency for collection. Purchaser is responsible for all costs of collection, including without limitation reasonable attorneys' fees.
13. All changes to the Services provided by Seller hereunder and the applicable price of such work shall be agreed upon by Seller and Purchaser, whether orally or in writing, prior to Seller's performance of the services or providing of the materials applicable to such change. Purchaser agrees that Seller is entitled to payment for all materials and Services Seller provides in connection with any changes to the Contract requested by Purchaser as if such materials and services were part of the Contract from the beginning and that Purchaser will pay Seller for such materials and Services in accordance with this Agreement even if a separate written agreement has not been entered into by the parties for the provision of such additional materials and Services.
14. Purchaser shall obtain and maintain, for the Seller's benefit, fire, hazard, and home or property owners insurance on the premises in which Seller is providing materials and services with reasonable and customary terms, policy limits and deductibles. Purchaser shall bear the cost of all premiums of such insurance.
15. Purchaser will be responsible for and indemnify the Seller against any irrigation line damage, or damage to any other underground pipes, lines, wires, etc. Purchaser shall be responsible for obtaining all applicable permits and licenses, and for marking and staking underground utilities, including contacting Blue Stakes or other authority responsible for locating or marking underground utilities.
16. If the Purchaser is a corporation, limited liability company, partnership, trust, estate or other entity, the person executing the Agreement warrants that he or she has authority to bind such party to the terms and conditions contained in the Agreement.
17. ANY PERSON SIGNING THE CONTRACT ON BEHALF OF ANOTHER PERSON, ENTITY OR OTHER PARTY ALSO PERSONALLY GUARANTEES, BY WAY OF SUCH SIGNATURE, THE PAYMENT OF ALL AMOUNTS OWED FOR SERVICES AND MATERIALS PROVIDED BY SELLER UNDER THIS AGREEMENT, TOGETHER WITH ALL OTHER AMOUNTS OWED TO SELLER UNDER THIS AGREEMENT, INCLUDING INTEREST, COLLECTION COSTS AND ATTORNEYS' FEES.
18. Credit reports from all of the credit reporting agencies may be run on Purchaser (or any individual executing this Agreement on behalf of Purchaser, as applicable) if credit is extended to Purchaser or Purchaser's account is past due. Purchaser (or the individual executing this Agreement on behalf of Purchaser, as applicable), by signing below, hereby authorizes Seller to order such credit reports.
19. By signing below, Purchaser authorizes Seller to charge the credit card set forth on the Contract for all amounts to which Seller is entitled under this Agreement and which the Purchaser does not otherwise pay on demand. Any charges to such credit card under this Agreement will include an additional bank handling fee of 3%. The Purchaser represents and warrants that the Purchaser is authorized to use the above-referenced credit card for the purposes stated in this Agreement and that such credit card is valid and has not expired.
20. Special order materials, as determined by Company, will be subject up to a 100% restocking fee if the job is cancelled or changed such that such materials are no longer utilized in the anticipated project for the Purchaser. Please discuss with a Company representative whether any of the materials to be used in connection with the Services involve or constitute "special order" materials.
21. **Access; Interruptions.** Seller shall at all times have access to the Service Location. Purchaser agrees that neither Purchaser nor Purchaser's agents shall interfere with, restrict, interrupt, harass or obstruct the Services or their progress, physically, by nuisance, or in any other manner. Purchaser acknowledges and agrees that Seller's employees, unless otherwise told or restricted, will use Purchaser's onsite services, which include water and electrical. Purchaser will be responsible for and indemnify Seller from and against any damage to any property or person, including Purchaser's property, that results from Seller's use of the onsite services, which include water and electrical. Purchaser agrees to notify Seller of any problems associated with the use of the onsite services, which include water and electrical.
22. These Terms and the Proposal (including all attachments thereto), which is incorporated herein, constitute the entire agreement between the parties and supersede any and all prior negotiations, warranties, understandings or agreements between the parties. There are no oral agreements, representations or warranties that modify or affect the Agreement. Except as otherwise stated herein, the Agreement cannot be modified except by mutual written agreement of the parties.
23. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
24. **Protection Against Liens.** Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that, under Utah law, Purchaser may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this Agreement, if and only if the conditions required by law are satisfied, including the following: (a) Purchaser or Purchaser's agent must enter into a written contract with the Company as an "original contractor" who is properly licensed or exempt from licensure, and (b) Purchaser must pay the Company in full in accordance with this Agreement and any written amendments to this Agreement. Purchaser must be the owner of an owner-occupied residence that is a detached single-family unit or duplex. As provided by applicable law, the Company may be entitled to file a lien against Purchaser's real property if Purchaser fails to make payment to Company for materials and services the Company provides to Purchaser, in which case Purchaser shall be liable for all costs and fees the Company incurs in connection therewith.
25. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
26. I, the Purchaser, certify that I have reviewed this Agreement, including the personal guaranty set forth in **Section 17**. I understand and agree to this Agreement.

NORTHWEST FENCE & SUPPLY

240 S 1060 W Lindon UT 84042
 PHONE (801) 796-8800 FAX (801) 796-8899
 northwestfenceutah.com

"IN NO EVENT SHALL THE COMPANY OR ANY THIRD PARTY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY WATER OR RELATED DAMAGE SUFFERED AS A RESULT OF COMPANY'S SERVICE OR MATERIALS PROVIDED UNDER THIS AGREEMENT. INCLUDING IN THE EVENT THAT THE COMPANY BREAKS OR RUPTURES A WATER LINE, PIPE OR CONTAINER."

*****BUYER MUST BE PRESENT WHEN JOB IS STARTED*****

DATE MAY 6 2022 Wufoo Number _____

Contract/Proposal 98118

PRIMARY PHONE 801 367 4307		WORK PHONE	FAX NUMBER
SECONDARY PHONE		SALESMAN DARRAL 801 358 4009	SALESMAN'S CELL
EMAIL ADDRESS ASPENKER@HIGHLANDCITY.ORG JEFF@HIGHLANDCITY.ORG			
CREDIT CARD #		EXP DATE	

BILL TO HIGHLAND CITY	ATTENTION ANDY JEFF	JOB NAME BEACON HILL	SUPER'S NAME
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY HIGHLAND	JOB PHONE
CO-OP	PO#	Start	

Drawing Attached

RELOCATE BARBED WIRE FENCE
 REUSE MATERIALS AS MUCH AS
 POSSIBLE

HOLES IN ASPHALT _____		
Plated Post / Core Drill		
Qty _____	Size _____	
Qty _____	Size _____	
WIRESIDE		
NORTH	IN <input type="checkbox"/>	OUT <input type="checkbox"/>
SOUTH	IN <input type="checkbox"/>	OUT <input type="checkbox"/>
EAST	IN <input type="checkbox"/>	OUT <input type="checkbox"/>
WEST	IN <input type="checkbox"/>	OUT <input type="checkbox"/>
CLEAN UP DIRT: YES NO		
SELVAGE		
KK BK BB _____ UP DOWN		
KK BK BB _____ UP DOWN		
KK BK BB _____ UP DOWN		
GRADE		
LEVEL <input type="checkbox"/>	TERRACED <input type="checkbox"/>	
FOLLOW GRADE <input checked="" type="checkbox"/> STRAIGHT <input checked="" type="checkbox"/>		
POWDER COATING		
Section _____	Color _____	
Section _____	Color _____	
Pipe Origin: DOM IMP Wire Origin: DOM IMP		
Mushroom Stop: Yes No Qty _____		
Gate Holdback: Yes No Qty _____		

Sprinkler Line Insurance \$6.00 Per Hole _____ Accept _____ Decline
 Due to unforeseen underground obstacles, additional charges may be incurred.

FABRIC or PANEL DESCRIPTION										BRACE				RAIL				LINE POSTS				T-Wire	SPACING	BRCS			
FEET	HT	GA	WV	TYPE	COLOR	TOP	MID	BOT		1 3/8	1 5/8	055	065	20	40	1 7/8	2 3/8	T	065	20	40	QTY		10	8	NO	YES
663	4		5 strand																								

GATE POSTS				GATES																	
QTY	HT	OD		TYPE	WIDTH	HT	1 3/8	1 5/8	1 7/8	065	20	40	QTY	HINGE	LATCH	R-Whl	F-Whl	TRACK	Space	Cant	Whl
			065 20 40																		
			065 20 40																		
			065 20 40																		

CORNERS				END POSTS				SLATS				BARBED WIRE, TIES & HOG RINGS										
QTY	HT	OD		QTY	HT	OD	065	20	40	FEET	HT	CLR	TYPE	INSTLL	POINT	OUT	IN	UP	STRANDS	CRN	ARMS	
			065 20 40	2	4	2 1/8								Y N	4				X	5	PS	MI
			065 20 40											Y N	Ties 12	11	9	Al	Stl	Post Spacing	Rail Spacing	
			065 20 40							FITTINGS: DCA PS				Hogs: 11 9 Every _____				CLEARING BY: N/A Owner NWF		REMOVAL BY: N/A Owner NWF		

TERMS	Down-Net 30	MT-55	SKIDSTEER	DD	HAND
-------	--------------------	-------	-----------	----	------

By signing, purchaser acknowledges reading and agrees to the terms set forth in this contract and the attached Terms and Conditions. Purchaser also acknowledges and agrees to the personal guarantee set forth in the Terms and Conditions, and acknowledges and agrees to be responsible for underground utilities and irrigation lines.

Purchaser is responsible for obtaining permits and locating property lines

SELLER _____ DATE _____
 BUYER _____ DATE _____

GRAND TOTAL	\$5,400.00
DOWN PAYMENT	

Once signed contract/proposal and 1/2 down is received, buyer will be added to our installation roster, and will be contacted prior to starting job.

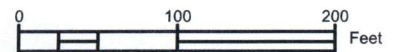
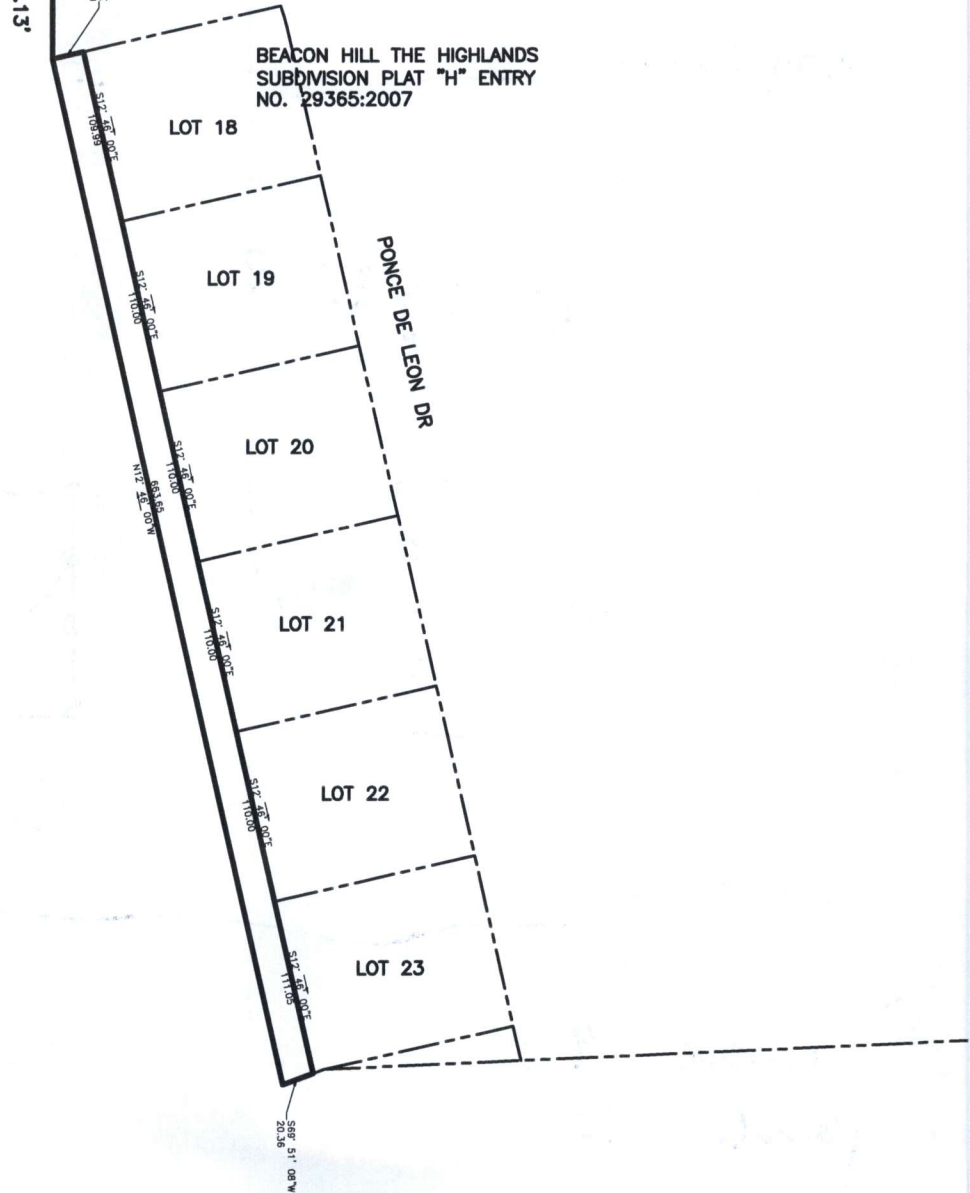
32



WEST 1180.89'
SOUTH 960.13'

NORTH QUARTER CORNER OF SECTION
23, TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

BEACON HILL THE HIGHLANDS
SUBDIVISION PLAT "H" ENTRY
NO. 29365:2007



*5 straight
angle brace
relocate*



TERMS AND CONDITIONS

By signing or otherwise agreeing (whether via email or orally) to the Contract/Proposal (the "Contract") to which these Terms and Conditions (these "Terms," and together with the Contract, the "Agreement") are attached, the purchaser who has signed or otherwise agreed to the Contract ("Purchaser") agrees to be bound by the Contract and these Terms. Northwest Fence & Supply ("Company" or "Seller") shall be bound by this Agreement (and any changes thereto) only upon the execution of the Contract by an authorized agent of Company.

1. **General Terms.** Pursuant to the terms and conditions of this Agreement, Company agrees (either itself or through its subsidiary, affiliate or a subcontractor) to provide only the fence installation services, including labor and materials (collectively, the "Services"), described in the Contract, at the location specified in the Contract (the "Service Location").
2. **Fee.** In addition to all other amounts Purchaser may owe to Company hereunder, Purchaser agrees to pay to Company (a) the fee set forth in the Contract, and (b) all additional fees and all costs and expenses incurred by Company as a result of (i) changes in the Services requested by Purchaser or (ii) inaccurate representations made by Client (collectively, as such may be adjusted pursuant to the terms and conditions of this Agreement, the "Fee"). Client agrees to pay the Fee as such amounts are invoiced to Client throughout the performance of the Services.
3. The Seller may at its option suspend work and deliveries under this contract if the Purchaser has not paid cash in full for all amounts owing under this Agreement, and, in Seller's sole opinion, the credit of the Purchaser becomes doubtful or impaired, until the Seller has received full settlement or satisfactory security for shipments made and services rendered and is satisfied as to Purchaser's credit for further shipments and/or services. If Purchaser fails or refuses to make payment as provided or to furnish such satisfactory security, the Seller shall have the right to enforce payment of the value of the Services already furnished, or in process, and shall have a reasonable extension of time for the performance thereof as is necessitated by the suspension.
4. Company shall be responsible only for reasonable diligence in performance. In the event the Services are not substantially completed within the time period specified in the Contract, or an extended time period required in connection with changes in the Services, because of the unavailability of materials, failure of other contractors performing work at the Service Location to complete their respective work in a timely manner, labor strikes, acts of God or causes that are beyond the reasonable control and anticipation of Company, Company shall have a reasonable additional period of time to complete the Services and otherwise perform under this Agreement. Such delays shall not be deemed a breach of this Agreement by Company and shall not serve to cancel, amend or diminish any of Purchaser's obligations. Without limiting the foregoing, acceptance of performance by Purchaser shall constitute a waiver of any claims for damages on account of delays.
5. Purchaser agrees that Purchaser shall have a period of five (5) days from substantial completion of the Services to inspect the materials and work provided with respect thereto (the "Inspection Period"). Any Services not rejected by Purchaser during the Inspection Period shall be deemed accepted. Purchaser agrees that Purchaser shall have no right whatsoever to reject any materials or work provided as part of the Services after the Inspection Period except as set forth in Section 6 below.
6. **WARRANTY DISCLAIMER.** Seller agrees to provide the Services in a good and workmanlike manner. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF DESIGN, CONDITION OR QUALITY, OR ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, RELATED TO ANY OF THE MATERIALS AND/OR SERVICES SELLER PROVIDES HEREUNDER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. Purchaser hereby acknowledges and accepts such disclaimer and hereby waives any and all rights Purchaser may have by virtue of the representations and warranties disclaimed. While Seller does not warrant any materials provided, the manufacturers of such materials may provide warranties with respect thereto. COMPANY HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY OTHER THAN AS PROVIDED IN THE FIRST SENTENCE OF THIS SECTION.
7. **Exclusive Remedy.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF COMPANY'S SOLE WARRANTY SET FORTH IN SECTION 6 ABOVE OR FOR ANY SERVICES RIGHTFULLY REJECTED BY CUSTOMER WITHIN THE INSPECTION PERIOD PURSUANT TO SECTION 5 SHALL BE REPLACEMENT OF, OR, AT COMPANY'S SOLE OPTION, AND SUBJECT TO SECTION 5, REFUND FOR ANY NONCONFORMING MATERIALS OR LABOR PROVIDED AS PART OF THE SERVICES.
8. **Limitation on Company's Liability.** EXCEPT AS OTHERWISE RESTRICTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL COMPANY OR ANY THIRD PARTY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS ARISING HEREUNDER OR IN CONNECTION HERewith) EVEN IF COMPANY OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. COMPANY'S TOTAL LIABILITY FOR DAMAGES SUFFERED HEREUNDER, IF ANY, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID TO COMPANY BY CUSTOMER UNDER THIS AGREEMENT.
9. No one has authority to depart from the terms and conditions of sale as set forth in this Agreement, nor to make representations or arrangements other than those printed hereon whether in the execution or in the performance of this Agreement, unless the same are written on this Agreement or are given in writing with it or in pursuance of it, and are approved in writing by an authorized agent of Seller.
10. Purchaser agrees to furnish necessary property line and grade stakes. If errors are discovered while work is in progress, or after installation has been completed, changes and/or alterations will be charged to the Purchaser in an amount equal to Seller's consequent additional expense.
11. The Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event Seller shall institute and prevail, or defend and prevail, in any action or suit for payment of the determination of right hereunder, Purchaser will pay to Seller all costs and expenses, including a reasonable attorney's fee, incurred on account thereof.
12. Full payment for all Services is due 30 days from the invoice date ("Payment Deadline"). Any outstanding balance after the Payment Deadline will accrue interest at a rate of 1.5% per month or 18% per year compounded monthly or the maximum amount allowable under applicable state law, whichever is greater. Seller accepts payment by credit card and check. In the event that payment is not received by the Payment Deadline, this account may be turned over to a collections agency for collection. Purchaser is responsible for all costs of collection, including without limitation reasonable attorneys' fees.
13. All changes to the Services provided by Seller hereunder and the applicable price of such work shall be agreed upon by Seller and Purchaser, whether orally or in writing, prior to Seller's performance of the services or providing of the materials applicable to such change. Purchaser agrees that Seller is entitled to payment for all materials and Services Seller provides in connection with any changes to the Contract requested by Purchaser as if such materials and services were part of the Contract from the beginning and that Purchaser will pay Seller for such materials and Services in accordance with this Agreement even if a separate written agreement has not been entered into by the parties for the provision of such additional materials and Services.
14. Purchaser shall obtain and maintain, for the Seller's benefit, fire, hazard, and home or property owners insurance on the premises in which Seller is providing materials and services with reasonable and customary terms, policy limits and deductibles. Purchaser shall bear the cost of all premiums of such insurance.
15. Purchaser will be responsible for and indemnify the Seller against any irrigation line damage, or damage to any other underground pipes, lines, wires, etc. Purchaser shall be responsible for obtaining all applicable permits and licenses, and for marking and staking underground utilities, including contacting Blue Stakes or other authority responsible for locating or marking underground utilities.
16. If the Purchaser is a corporation, limited liability company, partnership, trust, estate or other entity, the person executing the Agreement warrants that he or she has authority to bind such party to the terms and conditions contained in the Agreement.
17. ANY PERSON SIGNING THE CONTRACT ON BEHALF OF ANOTHER PERSON, ENTITY OR OTHER PARTY ALSO PERSONALLY GUARANTEES, BY WAY OF SUCH SIGNATURE, THE PAYMENT OF ALL AMOUNTS OWED FOR SERVICES AND MATERIALS PROVIDED BY SELLER UNDER THIS AGREEMENT, TOGETHER WITH ALL OTHER AMOUNTS OWED TO SELLER UNDER THIS AGREEMENT, INCLUDING INTEREST, COLLECTION COSTS AND ATTORNEYS' FEES.
18. Credit reports from all of the credit reporting agencies may be run on Purchaser (or any individual executing this Agreement on behalf of Purchaser, as applicable) if credit is extended to Purchaser or Purchaser's account is past due. Purchaser (or the individual executing this Agreement on behalf of Purchaser, as applicable), by signing below, hereby authorizes Seller to order such credit reports.
19. By signing below, Purchaser authorizes Seller to charge the credit card set forth on the Contract for all amounts to which Seller is entitled under this Agreement and which the Purchaser does not otherwise pay on demand. Any charges to such credit card under this Agreement will include an additional bank handling fee of 3%. The Purchaser represents and warrants that the Purchaser is authorized to use the above-referenced credit card for the purposes stated in this Agreement and that such credit card is valid and has not expired.
20. Special order materials, as determined by Company, will be subject up to a 100% restocking fee if the job is cancelled or changed such that such materials are no longer utilized in the anticipated project for the Purchaser. Please discuss with a Company representative whether any of the materials to be used in connection with the Services involve or constitute "special order" materials.
21. **Access; Interruptions.** Seller shall at all times have access to the Service Location. Purchaser agrees that neither Purchaser nor Purchaser's agents shall interfere with, restrict, interrupt, harass or obstruct the Services or their progress, physically, by nuisance, or in any other manner. Purchaser acknowledges and agrees that Seller's employees, unless otherwise told or restricted, will use Purchaser's onsite services, which include water and electrical. Purchaser will be responsible for and indemnify Seller from and against any damage to any property or person, including Purchaser's property, that results from Seller's use of the onsite services, which include water and electrical. Purchaser agrees to notify Seller of any problems associated with the use of the onsite services, which include water and electrical.
22. These Terms and the Proposal (including all attachments thereto), which is incorporated herein, constitute the entire agreement between the parties and supersede any and all prior negotiations, warranties, understandings or agreements between the parties. There are no oral agreements, representations or warranties that modify or affect the Agreement. Except as otherwise stated herein, the Agreement cannot be modified except by mutual written agreement of the parties.
23. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
24. **Protection Against Liens.** Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that, under Utah law, Purchaser may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this Agreement, if and only if the conditions required by law are satisfied, including the following: (a) Purchaser or Purchaser's agent must enter into a written contract with the Company as an "original contractor" who is properly licensed or exempt from licensure, and (b) Purchaser must pay the Company in full in accordance with this Agreement and any written amendments to this Agreement. Purchaser must be the owner of an owner-occupied residence that is a detached single-family unit or duplex. As provided by applicable law, the Company may be entitled to file a lien against Purchaser's real property if Purchaser fails to make payment to Company for materials and services the Company provides to Purchaser, in which case Purchaser shall be liable for all costs and fees the Company incurs in connection therewith.
25. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
26. I, the Purchaser, certify that I have reviewed this Agreement, including the personal guaranty set forth in Section 17. I understand and agree to this Agreement.

Hog Hollow Fence - Bid Comparison

Chain Link Fence Bids

<i>Company</i>	<i>Length</i>	<i>Lump Price</i>	<i>Unit Price</i>	<i>Price for 560'</i>
Mountain States Fence	530	\$ 19,430.00	\$ 36.66	\$ 20,529.81
Northwest Fence	560	\$ 19,500.00	\$ 34.82	\$ 19,500.00

* Note: Mountain States bid is for a 9 guage, Northwest bid is a 8 guage.



MOUNTAIN STATES FENCE

3737 SOUTH 500 WEST - SALT LAKE CITY, UTAH 84115 - (801) 261-4224 - 1-800-873-3623 - FAX (801) 261-4509

WE PROPOSE TO PERFORM THE FOLLOWING DESCRIBED WORK IN ACCORDANCE WITH THESE TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON PAGE 2. WHICH UPON YOUR ACCEPTANCE CONSTITUTES YOUR OFFER TO PURCHASE.

QUOTATION TO: NAME: Highland City DATE: 5/18/2022
 ADDRESS: PROPOSAL NO: TV051822
 PRICE EFFECTIVE UNTIL: 5/28/2022

ATTN: Jeff Murdoch Re: Hoggs Hollow Trail Fence
 PHONE: (801) 420-4861 CELL:
 FAX: EMAIL: jeff@highlandcity.org PO/CONTRACT NUMBER:

DESCRIPTION OF MATERIAL:	TYPE	OVERALL HEIGHT	STRANDS B/W	MESH & GAUGE	FABRIC SELVAGE	LINE POSTS	POST SPACING	TOP RAIL	CENTER RAIL	BOTTOM RAIL	GATE FRAME
	320	6'	N/A	9 GA. 2"	Knuckle	1 7/8"	10' max	1 5/8"	N/A	7 GA. Wire	N/A

Super-40 Pipe
NOTE: This proposal includes Non-Stock, Special Order material. Mountain States Fence will require payment for those materials immediately upon ordering.

DESCRIPTION OF WORK:

FURNISHED AND INSTALLED:

530 LF of 6' tall black coated chain link fencing

Total..... \$19,430.00

****Fence line must be cleared/graded by others before we can begin**
***If Worker's Comp Waiver of Subrogation is required add \$250.00**

A customary fee will be imposed on payments made with a credit card.

QUOTATION PREPARED BY: **Tyler Vass**

PURCHASER, PLEASE SIGN AND ACKNOWLEDGE ACCEPTANCE ON PAGE 2.

(SIGNATURE DENOTES ACCEPTANCE OF TERMS AND CONDITIONS.)

THIS PROPOSAL SPECIFICALLY EXCLUDES SITE CLEARING, GRADING, SURVEYING, GROUNDING, ELECTRICAL WORK, AND THE LOCATING OF UNDERGROUND UTILITY LINES.





CITY COUNCIL AGENDA REPORT

ITEM #6

DATE: June 7, 2022
TO: Honorable Mayor and Members of the Council
FROM: Kellie Smith
Planner/GIS Analyst
SUBJECT: DISCUSSION: Architectural Review - Ten Seven Hundred Brownstone Units

PURPOSE:

The City Council will provide input regarding the architectural elevations for the Brownstone Units in the Ten Seven Hundred subdivision located at approximately 10786 N 5320 W. This item is for discussion and direction only.

BACKGROUND:

The subject property was rezoned to a Planned Development (PD) district allowing for a mixed-use development on August 4, 2020. The Apple Creek PD District includes architectural design guidelines for both the residential and commercial buildings in the development. One of the stipulations of approval states, “the architectural design shall be reviewed by the City Council for input.”

On April 20th, 2021, along with the Final Plat review for the Ten Seven Hundred subdivision, the City Council was sent three (3) elevation examples for the Villas. There was minor discussion on the design during the meeting (see Attachment #4 for meeting minutes).

McKay Christiansen submitted a building permit for one of the Brownstone units. Staff’s review of the proposed architectural plans is to assure compliance with the Residential Architectural Design Guidelines and Residential Stylebook established in the Apple Creek PD Narrative. This is an administrative review completed by Staff.

The purpose of this item is to give the City Council an opportunity to provide input on the proposed architecture as required by the stipulations.

DISCUSSION:

Exterior Materials

- The proposed exterior materials include brick, horizontal siding, steel columns and beams, and a standing seam roof. Metal is only used as an accent material. This is

consistent with the requirements in the architectural guidelines.

Window Treatment

- All windows have at least a 4-inch-wide window treatment.

Colors

- The proposed colors are brick red, and light and dark tones of grey. This is consistent with the natural earth tones requirement.

Height

- The architectural guidelines state that the “Brownstones are three story units.” The Maximum height is 40’ as measured from the top back of curb. The proposed 3-story units are 32’ tall.

Roof

- The architectural guidelines allow a flat parapet roof or roof pitch of 1:12 or greater for the Brownstone units. The standing seam metal is permitted on the roof.

Home Style

- “Each home shall identify a style from the residential stylebook and incorporate at least 50% of the key characteristics outlined for the chosen style.”
- The proposed Brownstone units match the *Mountain Contemporary* style. Five out of the seven key elements appear to be met:
 - Typically two-three story.
 - Typically includes large windows.
 - Low pitched hip, flat, or shed roof.
 - Horizontal or vertical siding, stucco, brick or cut stone with clean forms.
 - Use of steel and standing seam metal roof as accents.

STAFF RECOMMENDATION:

This item is being presented for information and discussion as required by the stipulations of approval. No formal action is required; however the Council should provide input on the elevations as appropriate.

ATTACHMENTS:

1. Vicinity Map
2. Building Elevations
3. Residential Architectural Design Guidelines – Apple Creek PD Narrative
4. April 20th, 2021 City Council Meeting Minutes Excerpt

ATTACHMENT #2:

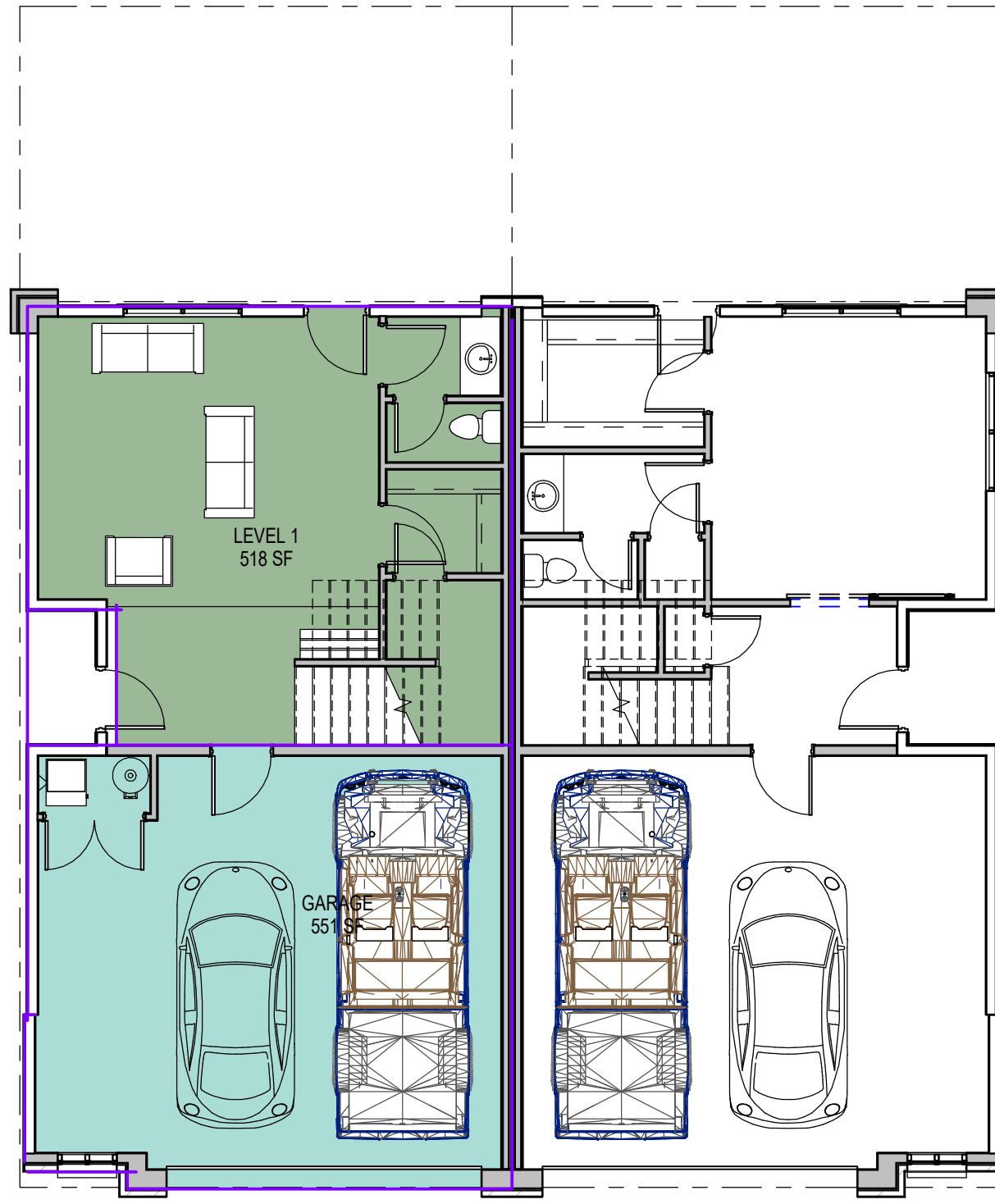
AREA SCHEDULE (BOMA)	
AREA NAME	AREA
Not Placed	
DECK	0 SF
LEVEL 1	
GARAGE	551 SF
LEVEL 1	518 SF
	1,049 SF
LEVEL 2	
DECK	38 SF
LEVEL 2	1,056 SF
	1,094 SF
LEVEL 3	
LEVEL 3	857 SF
	857 SF
TOTAL	3,020 SF



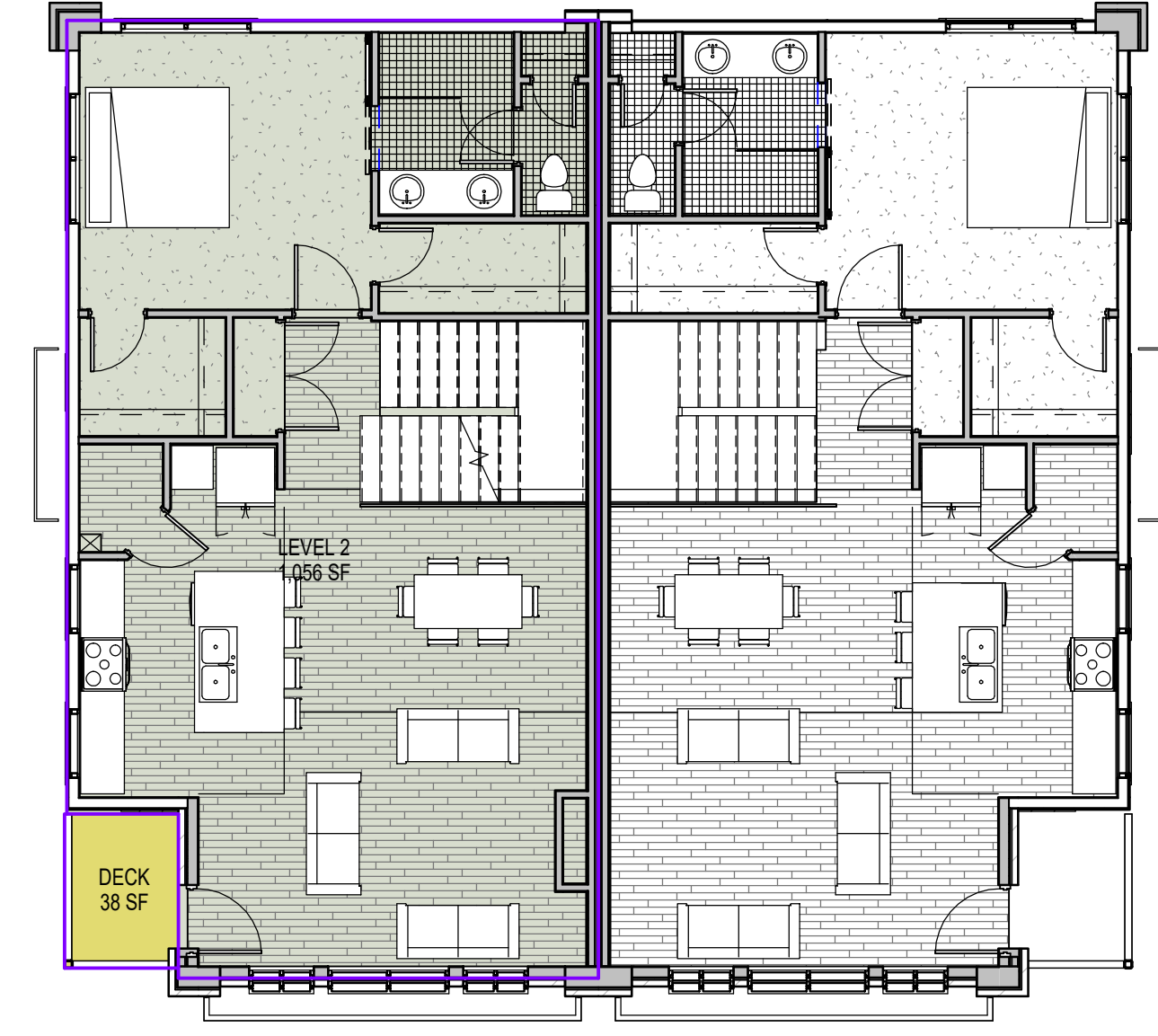
7585 S UNION PARK AVE., STE 100
SANDY, UT 84067
PHONE: 801-996-1646
www.builtbymint.com

DRAWN BY
Author

MARK	ISSUE DESCRIPTION	ISS. DATE	REV. DATE	REV. DESCRIPTION

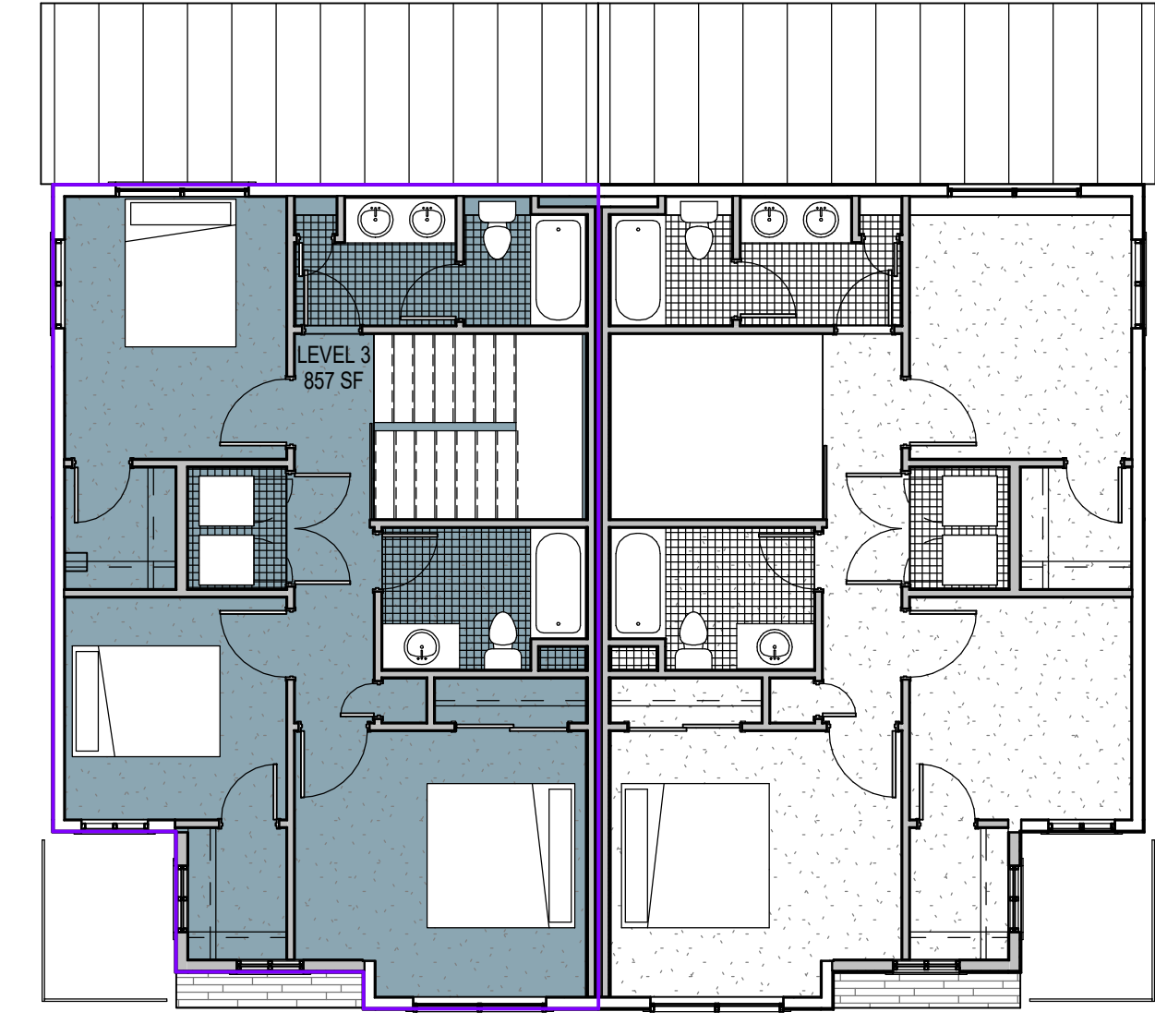


1 LEVEL 1 FLOOR PLAN
P101 1/8" = 1'-0"



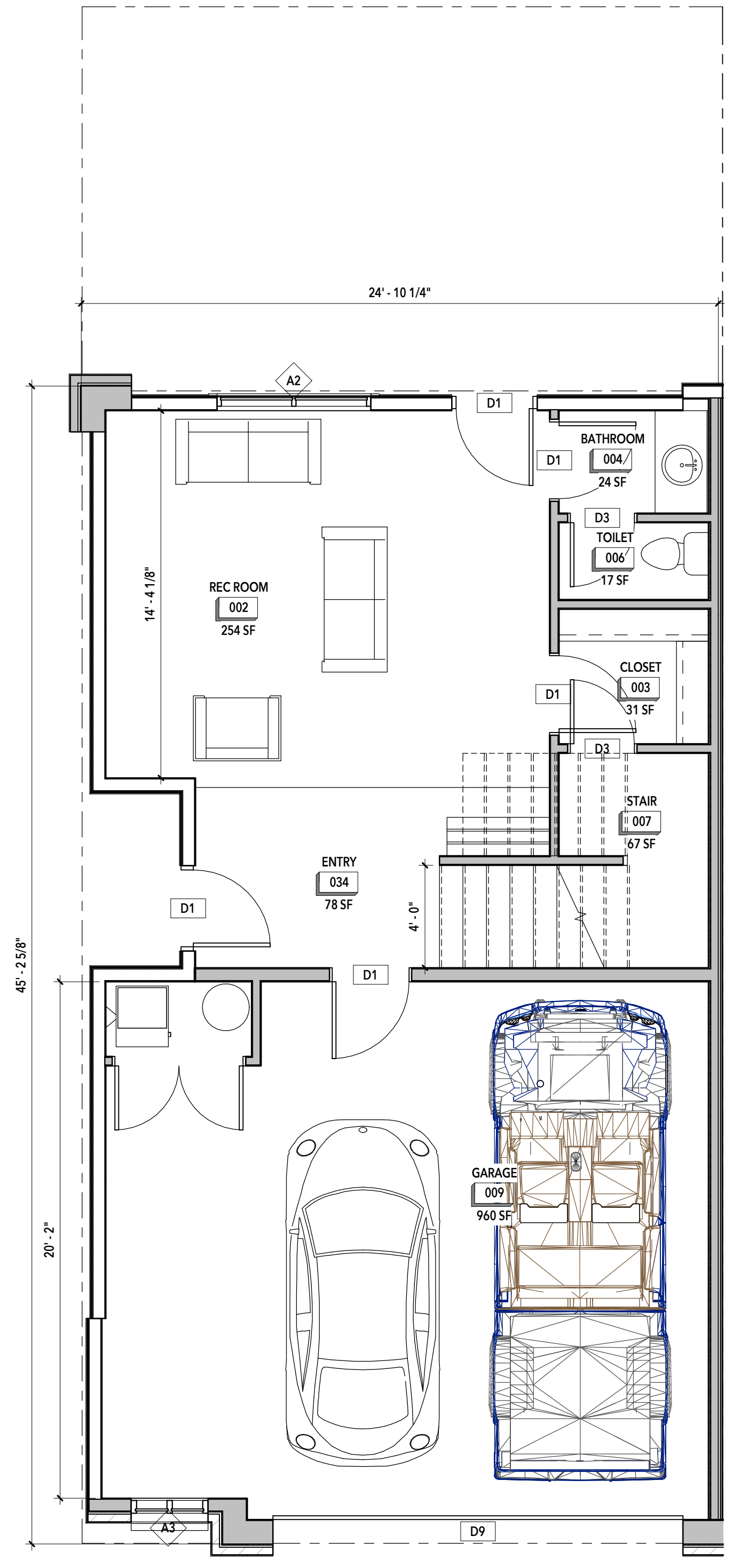
2 LEVEL 2 FLOOR PLAN
P101 1/8" = 1'-0"

BOMA LEGEND
 DECK
 LEVEL 2

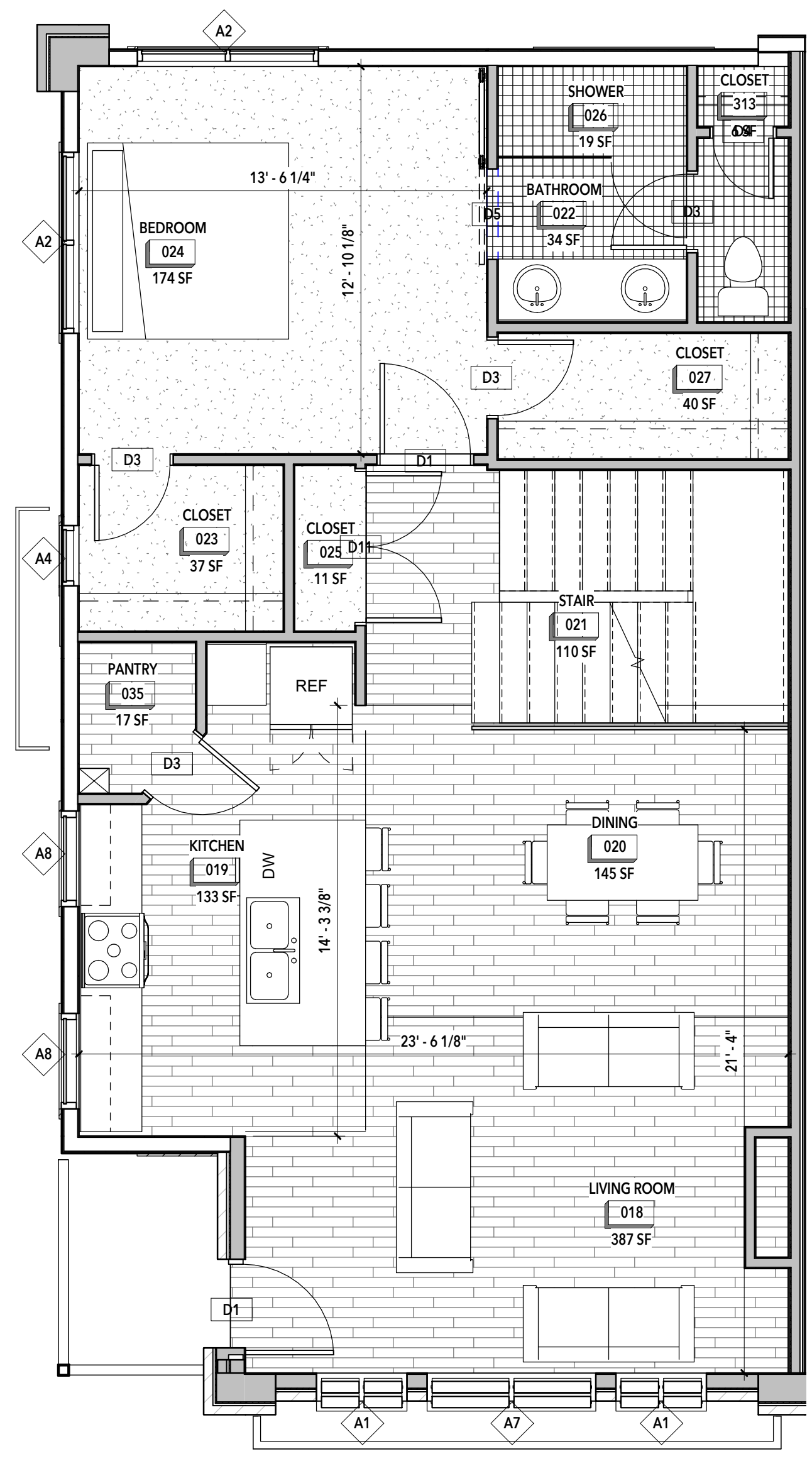


3 LEVEL 3
P101 1/8" = 1'-0"

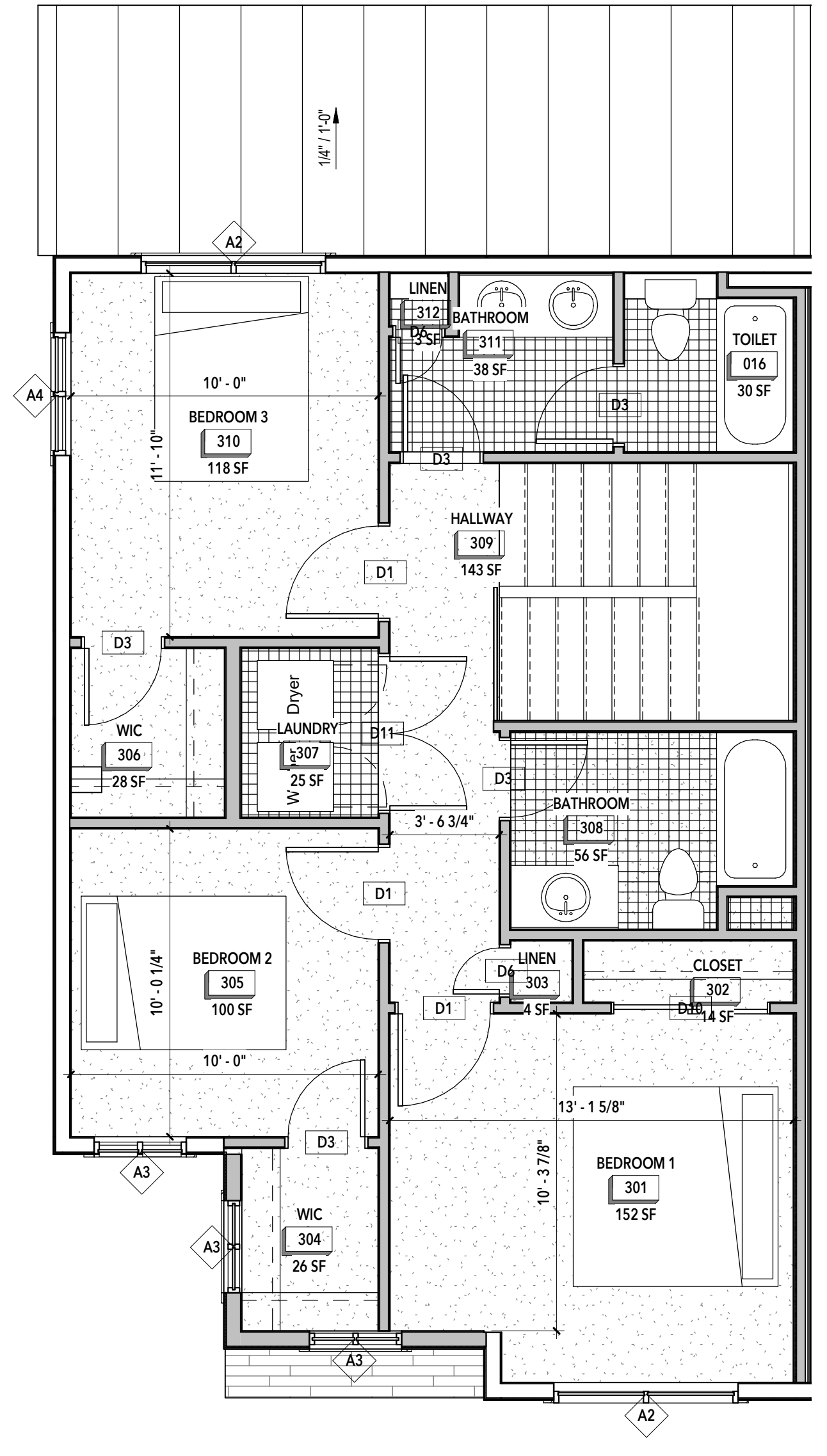
BOMA LEGEND
 LEVEL 3



A1 LEVEL 1 FLOOR PLAN
P101 1/4" = 1'-0"



A3 LEVEL 2 FLOOR PLAN
P101 1/4" = 1'-0"



A5 LEVEL 3 FLOOR PLAN
P101 1/4" = 1'-0"

TEN700 BROWNSTONES
Project Address

DEVELOPER APPROVAL



ISSUE DATE
Issue Date

LEVEL 1 FLOOR PLAN
PLAN

SHEET

P101

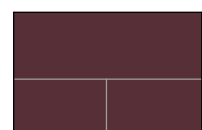
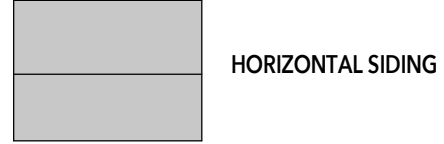



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WINDOW SCHEDULE													
NUMBER	WIDTH	HEIGHT	FRAME			DETAILS					NOTES	NUMBER	
			TYPE	MATERIAL	FIRE RATING	HEAD	JAMB	SILL	HORIZ. MULL	VERT. MULL			
A1	6'-0"	6'-0"											A1
A2	3'-0"	6'-0"											A2
A3	6'-0"	6'-0"											A3
A4	3'-0"	5'-0"											A4
A6	2'-0"	3'-0"											A6
A7	5'-7 1/8"	6'-0"											A7
A8	3'-2"	1'-6"											A8

DOOR SCHEDULE														
MARK	HEIGHT	DOOR SIZE		THICKNESS	DOOR PANEL(S)			FRAME			DETAILS			REMARKS
		WIDTH			MATERIAL	TYPE	FINISH	MATERIAL	TYPE	FINISH	FIRE RATING	HEAD	JAMB	
D1	7'-0"	3'-0"	3'-0"	1 3/4"										
D2	7'-0"	2'-6"	2'-6"	1/2"										SHOWER DOORS
D3	7'-0"	2'-6"	2'-6"	1 3/4"										
D4	7'-0"	2'-0"	2'-0"	1 3/4"										
D5	7'-0"	3'-0"	3'-0"	2"			01							
D6	7'-0"	1'-6"	1'-6"	1 3/4"										
D7	7'-0"	4'-0"	4'-0"	2"			01							
D9	7'-0"	16'-0"	16'-0"	1 3/4"										
D10	7'-0"	5'-0"	5'-0"	1 3/4"										
D11	7'-0"	5'-0"	5'-0"	1 3/4"										

EXTERIOR MATERIALS

-  BRICK
-  HORIZONTAL SIDING
-  HARDIE BOARD
-  STANDING SEAM ROOF
-  STEEL COLUMNS & BEAMS

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Author	REV. DATE
MARK	ISSUE DESCRIPTION

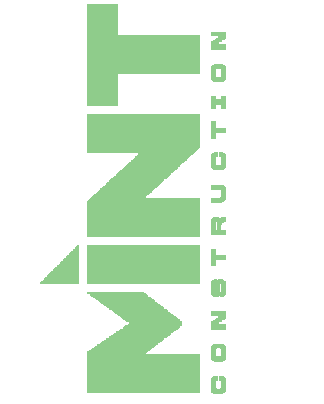


FRONT ELEVATION
P201 1/4" = 1'-0"

TEN700 BROWNSTONES
Project Address

DEVELOPER APPROVAL

SIGNATURE _____ DATE _____



ISSUE DATE

Issue Date

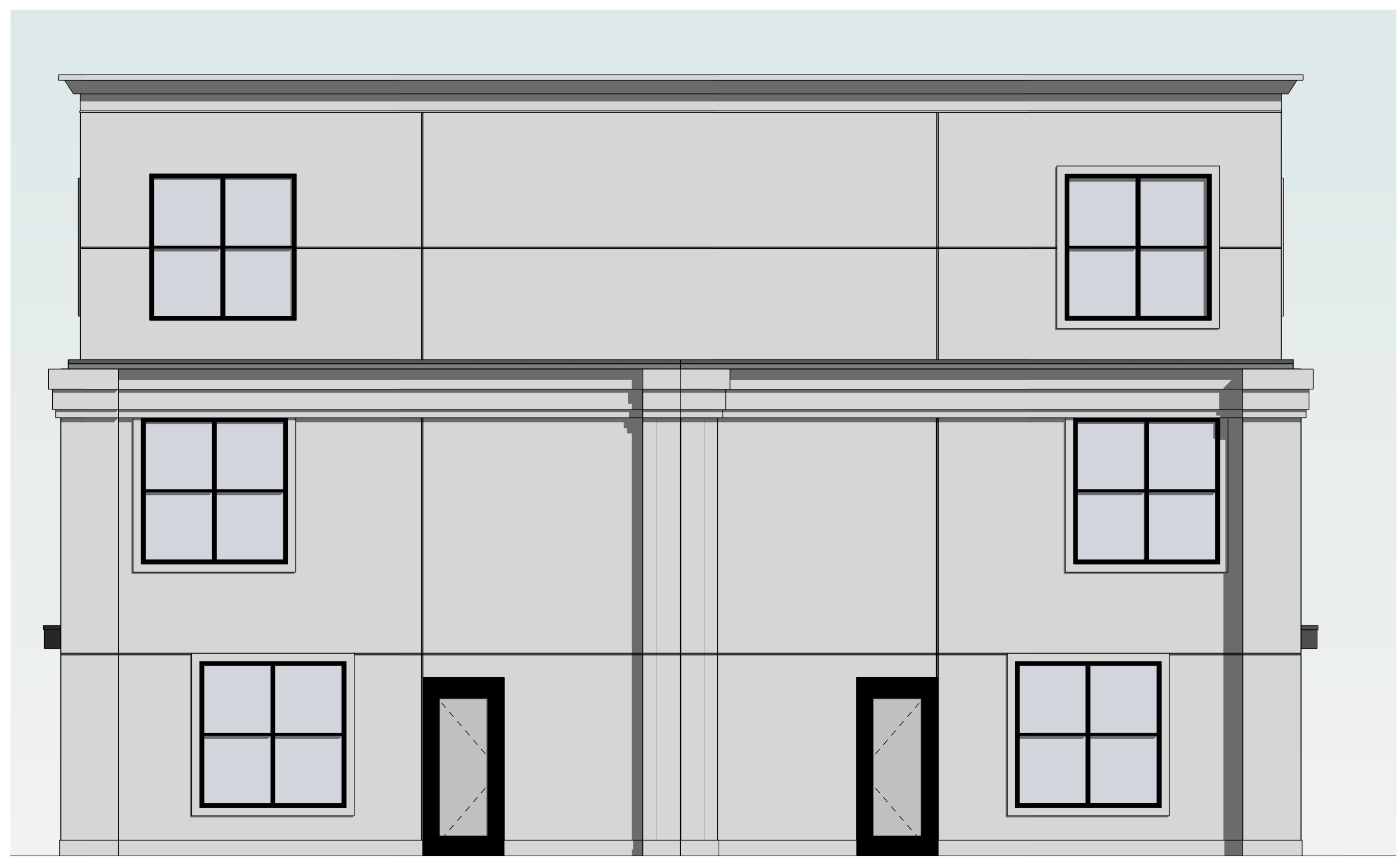
EXTERIOR ELEVATIONS

SHEET

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SIDE ELEVATION
P201 1/4" = 1'-0"



REAR ELEVATION
P201 1/4" = 1'-0"

E
D
C
B
A
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1 | 2 | 3 | 4 | 5 | 6 | 7

E

D

C



7585 S UNION PARK AVE., STE 100
SANDY, UT 84067
PHONE: 801.996.5646
www.buildwithmint.com

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Author	
REV. DATE	
REV. DESCRIPTION	
ISS. DATE	
ISS. DESCRIPTION	

TEN700 BROWNSTONES
Project Address

DEVELOPER APPROVAL
DATE
SIGNATURE



ISSUE DATE
Issue Date

PERSPECTIVE VIEWS

SHEET

P202

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DESIGN
GUIDELINES

Residential Architectural Design Guidelines

Residential: Villas, Twin Homes & Brownstones



Exterior Materials: Stone, brick, masonry, or fiber cement composite siding or approved similar by the Architectural Review Committee ("ARC"), stucco, metal (accent material only), concrete (accent material only).

Single Material: No more than 40% of the residential units can be a single material. Permissible materials for a single-material home are brick, masonry, or fiber cement composite or approved similar. The remaining 60% of the residential units shall have at least two materials on the exterior of the homes. Permissible exterior materials are brick, stone, fiber cement composite siding, stucco, or accent material listed above.

Window Treatment: All windows should have framed-in wood or vinyl, composite board, brick, stone or stucco trim that is a minimum of four (4) inches in width.

Colors: Natural earth tones – grays, tans, browns, soft blues, whites, reds, greens with accent colors as approved by the ARC.

Height: The Villas and Twin Homes are two story units. The Brownstones are three story units. Maximum height for all residential units is 40 feet as measured from the top back of curb.

Roof: Roof pitches between 4:12 and 12:12 excluding porches and awnings which can have a minimum pitch of 3:12. The ARC may approve a flat parapet roof or roof pitch of 1:12 or greater for the Brownstone units. Asphalt composite shingle or standing seam metal (accent material only).

Home Style: Each home shall identify a style from the residential stylebook and incorporate at least 50% of the key characteristics outlined for the chosen style.

Architectural Review: Each home design (plan, elevation, colors, and materials) shall be reviewed by the ARC prior to submittal for building permit to the City.

Residential Landscape

Front yard landscaping for residential homes shall be installed within 6 months of occupancy. If occupancy occurs during winter months, landscaping shall be completed as soon as weather allows for installation of landscaping in the spring. Rear yard landscape shall be installed within one year of occupancy.

Homeowners Association

All residents within the Apple Creek will be subject to the Apple Creek Home Owners Association (APHOA). The APHOA will maintain all onsite amenities and open space. **APHOA will also maintain all roads, signs and fencing.** The members of the APHOA will be bound to abide by the APHOA rules and regulations. Residents will be assessed monthly dues and will be subject to the bylaws of the APHOA. The APHOA bylaws and enforcement will be based on the approved Apple Creek Planned Development.

Architectural Review Committee

The developer and the HOA management company will work together to form an Architectural Review Committee (ARC) to review the plans, elevations, materials, and colors for homes to be constructed at Apple Creek. The ARC will ensure compliance of plans to the architectural design guidelines. Highland City may also conduct its own review of building plans to ensure architectural compliance. It is preferable for a builder to submit information regarding the various floor plans in a packet consisting of all anticipated floor plans to be built in a specific pod, or neighborhood.

Residential Style Book:

New Farm House Key Characteristics

- Typically two-three story
- Highlighted covered entry with vertical elements or balcony overhangs.
- Gable roof with medium to steep roof pitch. Can also be cross-gabled with second floor shed or gabled dormer windows.
- Large windows which are often symmetrical & use of french doors or retractable panels.
- Horizontal or vertical siding, stone, brick, and metal with clean forms
- Use of steel and standing seam metal roof as accents



Architectural details: Use of shed and gabled dormers, gabled roofs, French doors, large windows openings, and covered entry.
Materials: Use of brick and stone and vertical/horizontal siding with standing seam metal accent roofing

Mountain Contemporary Key Characteristics:

- Typically two-three story.
- Highlighted front door with vertical elements, or roof or balcony overhangs.
- Typically includes large windows.
- Low pitched hip, flat, or shed roof.
- Strong sense of entry from the street.
- Horizontal or vertical siding, stucco, brick or cut stone with clean forms.
- Use of steel and standing seam metal roof as accents



Architectural details: Clean form with use of flat or parapet roof, large windows openings, balcony overhang and covered entry
Materials: Use of brick and stone and vertical/horizontal siding with standing seam metal accent roofing



HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, April 20, 2021

Approved May 18, 2021

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

8. FINAL PLAT: TEN SEVEN HUNDRED (PREVIOUSLY APPLE CREEK)

Administrative

The City Council will consider a request by McKay Christensen for Final Plat approval of Ten Seven Hundred, a proposed 42-lot attached single family subdivision with one parcel for future commercial development. The City Council will take appropriate action.

Planner & GIS Analyst Kellie Bronson showed the vicinity map and final plat for Ten Seven Hundred, previously known as Apple Creek. She clarified that the final plat was changed from before. The commercial district was now two lots recorded to ensure they had the office pads on the plat. She noted that the phasing had been a little confusing. She said that the developer had decided to put all of the residential construction in one phase, which would include brownstone parking, fire turn around emergency access, and parkway detail along Alpine Highway.

Planner & GIS Analyst Kellie Bronson outlined that Phase 2 was commercial, and it included the Alpine Highway access and roads into the commercial district. She stated that commercial was contingent upon tenants submitting site plans. She informed them that McKay Christensen was present. She said that staff recommended that City Council accept the findings and approve the final plat subject to the five stipulations.

Council Member Scott L. Smith noted that there was a big difference in phasing from the preliminary plat approval. He asked for the reasoning behind that. McKay Christensen responded that it became a function of mobilization. He said that the market was really good right now, and that they might as well put the road in.

Council Member Scott L. Smith asked if the commercial was now pushed further down the road.

McKay Christensen explained that the only adjustment being made was that they had originally broken up the residential into phases. He said it was really only broken up into two phases instead of four. He further said that if anything it would actually accelerate the commercial because they would be putting in all of the residential infrastructure. He explained that one of the other reasons they had done that was because they realized they would have to loop the water system. McKay Christensen visually showed where the original phases had been split, as well as everything that would go into the first phase now. He reiterated that it would not slow down the commercial phase, rather it may accelerate the process.

Council Member Kurt Ostler said that as the phasing changed, he had some safety concerns about the second access that was supposed to come in phase two. McKay Christensen said that what they planned now was to do a temporary cul-de-sac which would facilitate fire, and he noted that the temporary turnaround met code.

Council Member Scott L. Smith asked why they could not build it in. McKay Christensen said cost. He explained that rather than coming up and stopping, they would now carry all of the infrastructure on the front end while they went through and sold each one. He communicated that it was like a revolving line of credit, and they would have to sell each home in order to pay off the improvements. Council Member Scott L. Smith asked for

clarification that they would not put the access to SR 74 until they did the commercial. McKay Christensen confirmed.

Planner & GIS Analyst Kellie Bronson noted that Chief Thompson did review the plans and asked that they had enough room for access and fire turnaround.

Council Member Kurt Ostler asked City Engineer Todd Trane if there was concern with having 42 units and the cul-de-sac.

City Engineer Todd Trane explained that they had done similar situations with temporary turnarounds. He said that what they should probably do was build part of the asphalt parking area so they had a turnaround and make sure it was on the plat.

Council Member Kurt Ostler asked if they needed to include the discussed topics in the motion if they approved something tonight. Planner & GIS Analyst Kellie Bronson replied that they were stipulations in the staff report.

Council Member Kurt Ostler asked if the plan was for two units. McKay Christensen said yes. He explained that each one was an individual lot. He said that they had some that shared a common wall, but not any more than two units. He stated that if possible they would prefer to do them all as free-standing and detached. Planner & GIS Analyst Kellie Bronson said that the note on the plat and the stipulation was no more than two units attached. Council Member Kurt Ostler asked if the two car garage was for a single unit or a shared garage.

McKay Christensen answered that every unit had a two car garage plus an additional stall. He said that this was exactly what was approved with the PD application, two car garages with ten extra stalls.

Council Member Kim Rodela noted that had talked about timing with the parking on residential, and she asked if he had any concerns with doing all the residential at first and not having the parking.

McKay Christensen said he did not anticipate it being an issue because they hoped that the absorption on the units was quick. He noted that it could be 12-24 months before they absorbed all of the units. He said that they had enough time and did not think that parking would be a problem when commercial came in. He informed them that they had already started work in the commercial and that they had been working with tenants. He noted that they did not want it to sit, and they were consistently working on it to make sure those concerns did not happen.

Council Member Kurt Ostler asked if Marcia was still involved in it. She was. Council Member Kurt Ostler said he was curious about the design, and thought that the design of the garages was unique.

McKay Christensen explained that they could have built over the garage, but did not want them to look like 90 foot long milk cartons. He said that if they built them straight back as a rectangle they would not have any variation in elevation. He thought that this would break things up better so they did not have stacked blocks.

Council Member Scott L. Smith expressed appreciation for McKay Christensen having worked hard to make this a project that worked for the City. Council Member Scott L. Smith said that he had a hard time when the City attorney tells them that they *had* to improve, even if they did not necessarily want to. Council Member Scott L. Smith further said that he had not heard anyone in the City yet who really liked the high density in the center of the town, and he noted that there were a lot of worries about traffic. He expressed that he had a hard time because he was not always confident that they made the right decisions when looked at from the perspective of future ramifications. People held the City Council responsible, but at the same time they did not really have a say in the matter. Council Member Scott L. Smith expressed frustration with that, and reiterated that there was a lot of concern about density in the center of the City.

McKay Christensen acknowledged that City Council was in a difficult position. He said that as they developed, he hoped that people would recognize the major concessions that were made at the request and insistence of the City Council. He also said that as they developed the open space and the quality of the development, each unit was anticipated to be 600-700K. He said that it pushed the cost per square foot, and he felt that it helped the people in the immediate area. He anticipated that people would feel a lot better about it after it was completed, and hoped they would recognize the quality.

Council Member Scott L. Smith asked if the two homes on SR 74 would be demolished right at the start. McKay Christensen said it was likely that they would be. He said that they wanted the face of the project to project well from SR 74 as they began to develop.

Council Member Kurt Ostler asked if there would be a master bedroom on the main floor. McKay Christensen said yes. He explained that there was a master on the main on one of the three. He expressed that they tried to get all of the units with three bedrooms an office and sometime of vaulted space in the units themselves. He said there would be an unfinished basement which would add another bedroom and rec room downstairs. He communicated that the smallest unit started at about 2400 square feet, and the other units were about 2500 to 2600 square feet. With the basement they were at about 3400 to 3600 square feet.

Council Member Kurt Ostler supported the large lots, and thought the variety was good and important. He brought up some comments that had been made that called Highland elitist because they wanted large lots. Council Member Kurt Ostler felt that this high density and open space would be beneficial, and he wanted to see the vision as it came forward.

McKay Christensen commented that Highland had one of the highest median incomes in the state, and as the population aged they still wanted to stay. They just needed a home on an easier lot.

Council Member Kurt Ostler and McKay Christensen chatted briefly about housing costs.

Council Member Brittney P. Bills asked if they had an obligation with the moderate income housing. City Administrator/Community Development Director Nathan Crane said that they did their report last year and would do another one this year. Council Member Kurt Ostler noted that the state had been focusing on accessory apartments.

Council Member Kurt Ostler MOVED that the City Council accept the findings and APPROVE the Ten Seven Hundred final plat subject to the five (5) following stipulations recommended by staff.

- 1. The final plat shall be in substantial conformance with the final plat received March 25, 2021.*
- 2. The final plat and final civil engineering plans shall be reviewed and approved by the City Engineer. The site shall meet all requirements of the City Engineer.*
- 3. All required public improvements shall be installed as required by the City Engineer and City Fire Marshall.*
- 4. For Parcel A—the commercial district—the parkway detail along Alpine Highway will be installed and constructed as the units are constructed.*
- 5. The parking for the brownstone units will be included in the recorded plat.*

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball Yes

Council Member Brittney P. Bills *Yes*
Council Member Kurt Ostler *Yes*
Council Member Kim Rodela *Yes*
Council Member Scott L. Smith *Yes*

The motion passed 5:0.



CITY COUNCIL AGENDA REPORT

ITEM #7

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: AGREEMENT: Public/Private Partnership with USAC
TYPE: ADMINISTRATIVE: The Council is acting in an administrative capacity as outlined in the Municipal Code.

PURPOSE:

The City Council will review a proposed lease agreement with Utah Surf Athletic Club (USAC) for a Public/Private Partnership for the construction and use of the soccer fields at Mountain Ridge Park. The Council will take appropriate action.

PRIOR REVIEW:

The Council discussed this item at the May 3, 2022, Council meeting. The agreement has been updated as directed by the Council.

BACKGROUND:

The Park Committee has been working with USAC regarding a lease agreement for the construction and use of the planned soccer fields at Mountain Ridge Park. The major elements of the agreement are outlined below:

General

- Length – 11 years with an option for 5-year renewals. The contract would be renegotiated after seven years.
- Termination – termination occurs if an agreement to renew/extend cannot be reached, either party defaults on the agreement, USAC provides a one-year notice or the City provides. The City would be responsible to reimburse USAC for the cost of the improvements if the contract is terminated early.

USAC Obligations

- Within two years build two competition level fields. Sprinklers and other improvements would meet city specifications.
- Maintain the fields.
- Provide a storage shed for maintenance equipment.
- Provide two portable toilets until permanent restrooms are completed.

City Obligations

- Within one year provide the rough grading of the site.
- Post signage stating that the fields are not to be used for scrimmage or pickup games and provide enforcement.
- Provide parking and utilities for the field. The fields will not be lighted.

Use of the Property

USAC Field Use

March, April, May

M-Th 3:00pm – 9:00pm. (Priority usage)

Friday - None

Sat 7:00am – 2:00pm (Last Game Starts at 2:00)

Sunday Open

June, July, August

M-Th 7:00am – 1:00pm (2 fields)

M-Th 5:00pm-9:00pm (1 field)

1 Field Fri - Sat 8:00am-12:00pm

1 Field Fri-Sat - None

Sunday Open

(Field rest period of 3-4 weeks allowing fields to recover from use by Tenant-TBD each year)

September, October, November

M-Th 3:00pm – 9:00pm. (Priority usage)

Friday - None

Sat 7:00am – 2:00pm (Last Game Starts at 2:00)

Sunday Open

City Use of the Property:

Families, individuals, neighbors, friends, and other members of the public who want to play games, recreate, and engage in activities such as, but not limited to: Kite flying, tag, picnics, games of “catch,” frisbee, non-organized field and sports games with family, friends, and neighbors (i.e. occasional pickup games of soccer, football, Lacrosse, etc.), so long as such games are not considered “organized games or usages,” as defined herein, and the Highland Fling. Other activities and uses may be approved with the express written consent of the Tenant, which shall not be unreasonably withheld if such activities and uses do not materially interfere with Tenant’s use of the Property or damage the Property and Facility.

Prohibited uses of Property by Public

Any and all “organized games or usages” which is defined as including games, practices, or scrimmages by individuals or groups where (1) participants paid a fee to participate in the group or organization, (2) participants are part of team with any type of similar attire (uniforms, t-shirt, etc.), excluding individuals or groups that temporarily mark themselves for a single, non-organized game with family, friends, and neighbors, (3) participants have a designated or volunteer coach or trainer; (4) participants practice together as a team or group for other events or games, whether organized or not, (5) participants play games against other organized teams or participate in any organized leagues or scheduled events.

This list is not meant to be exhaustive but to provide some base examples of members of the public that would be prohibited from using the Property due to the potential for usage that could damage the Facility or cause “wear and tear” in a manner similar to that caused by Tenant’s use of the Property as a private athletic club facility or that is significantly different from that caused by the permitted usage of the Property by the public.

RECOMMENDATION AND PROPOSED MOTIONS:

Staff recommends that the Council review the agreement and determine whether or not it should be approved.

I move that the Council **APPROVE** the Lease Agreement with Utah Surf Athletic Club for the lease of 5.73 acres at Mountain Ridge Park.

I move that the Council **DENY** the Lease Agreement with Utah Surf Athletic Club for the lease of 5.73 acres at Mountain Ridge Park.

ATTACHMENTS:

1. Draft Agreement

LEASE AGREEMENT

This Lease Agreement (hereinafter "Agreement") is entered into by and between Highland City Corporation, a Utah municipal corporation (hereinafter "Owner"), and Utah Surf Athletic Club, a Utah nonprofit corporation (hereinafter "Tenant"). This Agreement shall be binding and effective as of the date the last of the two parties signs the Agreement (hereinafter "Effective Date").

RECITALS

WHEREAS, Owner owns a certain parcel of real property located in Highland, Utah, which is more particularly described as tax ID numbers: 12:007:0054 & 12:007:0053; and

WHEREAS, Owner desires to lease to Tenant and Tenant desires to lease the Property from Owner, for the construction, maintenance, and use of a private athletic club facility ("Facility"), subject to the terms and conditions contained in this Agreement; and

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant agree as follows:

AGREEMENT

1. Leasehold.

(a) Owner hereby leases the Property to Tenant for the express purpose or purposes set forth in this Agreement, subject to the terms and conditions contained herein, and subject to any other interest of record as of the Effective Date with respect to the Property. The Tenant accepts said lease of the Property.

(b) Any prior agreements between Owner and Tenant, with respect to the Tenant's lease of the Property, whether written or verbal, are hereby mutually rescinded.

2. Lease Term.

(a) The term of this Agreement shall be for a period of eleven (11) years from the date of the completion of the rough grade and implementation of pressurized irrigation utility access to the Property which shall be termed the "Initiation Date" of the agreement. (hereinafter, "Lease Term"). Unless sooner terminated as set forth in this Agreement, at the end of the Lease Term, this Agreement may be renewed for subsequent 5-year periods (hereinafter, "Subsequent Lease Term(s)") only if mutually agreed to by the parties. The parties will negotiate a possible subsequent term after the seventh year of the Agreement and before the eighth year commences.

(b) The Lease Term will terminate if or when:

(i) The parties do not reach a mutual agreement for a Subsequent Lease Term as described in Section 2(a);

(ii) Tenant gives notice to Owner of its intent to terminate this Agreement at least twelve (12) months in advance by mailing a written notice to Owner, provided that Tenant shall not be entitled to terminate this Agreement prior to Tenant's completion of all of Tenant's improvement, construction, and landscaping obligations as described in Section 3;

(iii) Either party defaults in the performance of its respective obligations described in this Agreement, and the default is not cured as described in Section 8;

(iv) Owner gives notice to Tenant of Owner's intent to terminate this Agreement at least twelve (12) months in advance by mailing a written notice to Tenant, which termination is subject to Owner's payment to Tenant of all of Tenant's incurred costs in completing and providing for Tenant's obligations as described in Section 3; or

(v) Tenant ceases to use the Property as a private club athletic facility for more than one year. In the event Tenant ceases to use the Property as a private club athletic facility for more than one year, Owner may immediately give Tenant written notice of termination and this Lease Agreement shall then be terminated.

(c) Upon termination of the Agreement by any of the methods described, Tenant shall return the Property to Owner in good condition, ordinary wear and tear reasonably expected from use of the Property and related facilities as an athletic field and damage by casualty or condemnation excepted. Any and all permanent building structures, utilities, fixtures, equipment, signs, including light fixtures, shall at the termination of the Agreement become a part of the realty and shall not be removed from the Property.

3. Tenant's Consideration. In exchange for the lease of the Property, the Tenant shall:

(a) within two (2) years of the Initiation Date, develop and construct approximately 5.37 acres (hereinafter, "Property") into competition level athletic fields, by:

(i) performing the final grade of the Property;

(ii) installing a fully functional irrigation system that meets Owner's standards that is capable of watering competition level athletic fields;

(iii) after Owner's review and approval of Tenant's design, which shall not be unreasonably withheld, installing grass turf for an athletic field that meets Owner's standards capable of sustaining play for competition-level athletic teams;

(iv) providing a storage shed to be used exclusively by Tenant; and

(v) providing two (2) portable restrooms to be used by players, coaches, and spectators as well as ongoing maintenance and custodial services of the restrooms at the same level as Owner provides currently for similar facilities at its parks. This obligation will continue until Owner provides permanent restroom facilities for the Property.

(b) maintain the competition level athletic fields for the duration of the term of this Agreement sufficient to support play of competition level athletic teams. This includes fertilization, watering, sod replacement as needed, and all other maintenance required;

(d) Tenant shall have 100% usage of the developed Property square footage during the time periods as defined in Appendix A.

(e) Tenant's development and construction obligations shall be in accordance with a site plan mutually agreed to by Tenant and Owner. (Attached as Appendix B to this Agreement.)

4. Owner's Use of Facility.

(a) Tenant agrees that there will be occasional non-programmed use of the Facility by the public. Non-programmed use is defined as those activities that would be typically found in a public park but do not include organized games or usages, as described and defined in Appendix A.

(b) Owner agrees to post notice on the Property that the use of Tenant's fields for organized games or usages, as described and defined in Appendix A, is prohibited. When Owner is on notice that the prohibition is being violated, Owner will enforce this prohibition as is within its reasonable means to do so.

5. Owner's Consideration. In exchange for the Tenant's performance of the obligations listed in Section 3, Owner shall:

(a) Provide a rough grade of the Property to a level sufficient for the Tenant to begin its construction obligations described in Section 3;

(b) Within one (1) years of the Effective Date:

(i) Provide sufficient access to the Property and construct necessary amount of parking on the Property. The access and parking, including the amount of parking, shall be a permanent hard surface or temporary surface such as roto-milled asphalt, etc., as the City may determine is appropriate;

(ii) Install or provide for necessary utilities to the Property including power, pressurized irrigation, culinary water, and sewer, provided that Owner shall not be responsible for delays in the installation, connection, or availability of utilities that are provided by a third party;

(c) Work diligently towards funding and construction of permanent restroom facilities which will be maintained by Owner.

(d) Be responsible to repair and maintain the parking area described in subsection (b)(i) and the utilities in subsection (b)(ii), to the extent such utilities are under the control or jurisdiction of Owner, and maintenance of restroom facilities when installed (c).

6. Use of Property.

(a) During the Lease Term, the Property shall be used by Tenant as a competition level athletic facility which may include fields, portable restrooms (when no permanent restroom facility is built), a large storage and equipment shed and other related improvements Tenant may desire to construct thereon. (As shown on Appendix "B" Improvements)

(b) Tenant agrees to execute such customary applications, consents, and other instruments, if any, as required by governmental authorities to permit the construction and operation of the Property as permitted by this Agreement. Furthermore, Tenant agrees to comply with all applicable laws, regulations, and ordinances relating to the Property and improvements to the Property.

(c) The Tenant shall pay all costs, expenses, fees, and charges incurred in connection with the use or occupancy of the Property, including building, excavation, inspection, and other construction permit fees and pressurized irrigation fees.

(d) To the extent improvements are constructed on the Property by Tenant, Tenant shall at all times and at its own expense, maintain and keep such improvements in good condition and appearance; provided, however, that Owner shall be responsible for any and all damages caused to the Property not covered by the insurance defined in 7(c) and caused by Owner's negligent or willful acts or omissions, Owner's breach of this Agreement, or the negligent or willful acts or omissions of Owner's invitees, patrons, or guests, provided that City shall not be responsible or liable for damage arising out of the unauthorized or illegal use of the Property by the public.

(e) In order to provide security for Tenant's facilities and to protect the investment Tenant is making in the Property, Tenant may install fencing around its facilities as Tenant and Owner mutually agree.

7. Taxes, Utilities, Insurance, and Other Expenses.

(a) Tenant shall be solely responsible for the payment of any property taxes levied against the Property by any federal, state, or local taxing entity during the term of this Agreement.

(b) Tenant and Owner shall work out a mutually agreeable watering schedule to ensure that there is sufficient pressure in the system for each party to properly water an elite level athletic field. Irrigation water shall be provided through Owner's municipal pressurized irrigation system. Tenant acquires no property or other interest in any water or water system owned by Owner. Owner expressly does not guarantee the availability, pressure, or quantity of irrigation water, and the delivery of irrigation water by Owner during the Lease Term is subject to any generally applicable water restrictions and regulations imposed by Owner in the proper exercise of its legislative authority and police power. Such restrictions and regulations include acts necessary to protect the health and safety of the public or respond to drought, act of god, or other disasters. The failure to provide water to the Property shall not constitute a breach of this Agreement so long as such failure is due to a generally applicable restriction or regulation that applies to all similarly situated property or is due to a system-wide mechanical or water supply failure.

(c) During the Lease Term, Tenant shall at its expense keep the Property insured. If Tenant constructs improvements on the Property, such insurance shall include property insurance coverage against damage or destruction by fire and perils commonly covered under a special form policy in an aggregate amount equal to the full replacement cost thereof.

(d) During the Lease Term, Tenant will, to the extent permitted by applicable laws, indemnify and hold harmless Owner, its directors, officers, agents and servants, from and against any and all claims, actions, liability and expense arising from or out of any occurrence in, upon or at the Property or any part thereof, unless the same is caused by the willful or negligent act or omission of Owner, its agents, employees or contractors. If any action or proceeding is brought against Owner, its officers, agents or servants by reason of any of the aforementioned causes, Tenant, upon receiving notice thereof from Owner, agrees to defend such action or proceeding by adequate counsel at its own expense. Tenant agrees to make commercially reasonable efforts to secure insurance for the foregoing obligation by contractual endorsement (if required by the insurer) under a commercial general liability policy (including personal injury and property damage) to be maintained by Tenant with combined single limits of not less than \$1,000,000 and \$5,000,000 in the aggregate. Tenant shall cause Owner to be named as an additional insured on all policies of liability insurance maintained by Tenant with respect to the Property. Tenant agrees to make commercially reasonable efforts to cause that any policy of insurance hereunder shall provide that it will not terminate or expire, or be amended to reduce the amount or scope of coverage provided hereby, except upon prior written notice to Owner, provided that the foregoing is not intended to relieve Tenant of the obligation to maintain insurance. If the policy of insurance is amended to reduce the amount or scope of coverage by more than 10%, Tenant shall be considered in Default of their obligations.

8. Mutual Representations and Warranties.

(a) The Owner represents and warrants that:

(i) the signatory on behalf of the Owner has the authority to bind the Owner to this Agreement;

(ii) the Owner has not sold, assigned, or otherwise transferred any interest in the Property or other subject matter contemplated by this Agreement;

(iii) to Owner's knowledge, there has been no spill, discharge, release or emission on or at the Property of any toxin, dangerous or hazardous substances in violation of applicable environmental laws;

(iv) the Owner has the right, power, legal capacity, authority, and means to enter into and perform this Agreement; and

(v) the Property is not subject to any restrictive covenants or other restrictions that would prohibit Tenant from using the Property as a competition level athletic facility.

(b) Tenant likewise represents and warrants that:

(i) the signatory on behalf of the Tenant has the authority to bind the Tenant to this Agreement;

(ii) it is a duly organized nonprofit corporation in the State of Utah and has all necessary authority to conduct business in the state.

9. Default.

If the Owner or Tenant neglect or fail to perform or observe any of the covenants, terms, provisions or conditions on its part to be performed or observed under this Agreement within thirty (30) days after written notice of default is delivered ("Dispute") (or if more than thirty (30) days shall be reasonably required because of the nature of the default, and if a party shall fail to proceed diligently to cure such default after such notice), the Agreement shall terminate upon notice to the defaulting party. Before either party may initiate litigation proceedings, the parties shall attempt, in good faith, to negotiate a resolution of the Dispute for sixty (60) days. If a resolution of the Dispute cannot be reached through good faith negotiations, Owner or Tenant may immediately or at any time thereafter, in addition to any other rights and remedies as may otherwise be provided for in this Agreement, pursue all rights and remedies it may have at law and equity generally.

10. Condemnation.

(a) In the event that the premises or any part thereof are taken or condemned or are conveyed under the threat of eminent domain, at the Tenant's option this Agreement may be terminated as of the date of such taking. The Tenant shall notify the Owner on or before sixty (60) days after the Tenant has been notified by the Owner of the date of vesting title in such taking authority, and upon giving of such notice, this Agreement shall automatically terminate.

(b) If a taking occurs that does not result in termination of this Lease, the Tenant shall be entitled to all compensation from the taking authority related to the taking of or damage to improvements installed, constructed, and maintained by Tenant.

(c) In any proceeding whereby all or part of the Property is taken, and the Tenant elects to terminate this Agreement, each party shall be free to make claim against the taking authority for the amount of the actual provable damages done to each party by such proceeding, including without limitation the value of the Property taken. If the taking authority does not allow separate claims, then the Owner shall prosecute, with counsel reasonably satisfactory to the Tenant, for the claims of both the Owner and the Tenant. The proceeds of an award, after payment of the Owner's reasonable costs incurred, shall be divided between the Owner and the Tenant in a fair and equitable manner. Additionally, the Tenant shall receive any reward attributable to the Tenant's property or improvements and its relocation expenses, if any.

11. Confidentiality. The parties acknowledge and agree that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, et seq., as the same may be amended from time to time.

12. Incorporation of Recitals and Exhibits. The recitals set forth above, are hereby incorporated into this Agreement by this reference, and are made a part of this Agreement. Likewise, any exhibit referenced herein, or attached hereto, is made a part hereof.

13. Notice. If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows, or by such other means as agreed to in writing by the parties:

To the Owner: Highland City Utah
Attn: City Administrator
5400 West Civic Center Drive, Suite 1
Highland, UT 84003

To the Tenant: [address]

14. Attorney's Fees and Costs. Each party shall bear its own attorney's fees and costs incurred in connection with the execution and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or to seek damages as a result of a breach hereof, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, legal costs, and other collection fees and costs incurred by said prevailing party in connection with the suit, both before and after judgment, in addition to any other relief to which such party may be entitled.

15. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, legatees, representatives, successors, allowable transferees and allowable assigns.

16. Further Assurances. The Owner and the Tenant mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

17. Assignment; Sublease. Tenant shall not assign or transfer this Agreement, or any interest therein, and Tenant shall not sublet the Property or any portion thereof, without the prior written consent of the Owner, which consent will not be unreasonably withheld, conditioned, or delayed.

18. Time. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

19. Force Majeure. No party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the nondelaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

20. Amendments. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by each party hereto. Agreements to reasonable requests for modifications will not be unreasonably withheld, conditioned, or delayed.

21. Waivers. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

22. Drafting and Voluntary Execution. The drafting and negotiation of this Agreement have been participated in by each party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such party. The parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had

the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof.

Furthermore, the parties hereto have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and that they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The parties hereto further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their affiliates and agents, as well as any other representative or consultant, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of the other party. Moreover, the headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.

23. Duplicate Originals. This Agreement may be executed in electronic form, counterparts, and duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

24. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of any choice or conflict of law rules or. Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the Fourth District Court of Utah County. Consequently, each party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts. Each party hereby waives, and agrees not to assert by way of motion, as a defense, counterclaim, or otherwise, in any action associated with this Agreement that:

(a) any claim that it is not personally subject to the jurisdiction of the aforementioned courts for any reason other than the failure to properly serve process;

(b) it or its property is exempt or immune from jurisdiction of the aforementioned courts, or from any legal action commenced in said courts (whether before or after judgment); and

(c) to the fullest extent allowed by law, that:

(i) the action in any such court is brought in an inconvenient forum;

(ii) the venue of any such action is improper; or

(iii) this Agreement, or the subject matter hereof, may not be heard by said courts.

25. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in this Agreement.

26. Third-Party Beneficiaries. This Agreement is not meant to create any rights or benefits (whether intended or incidental) for any third party. Only the named parties hereto may enforce the terms and conditions of this Agreement.

27. Entire Agreement. This is an integrated agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -- SIGNATURE PAGE TO FOLLOW

WHEREFORE, Owner and Tenant, though and by their duly authorized representatives, voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below:

Owner: Highland City Corporation

By: _____ Its: Mayor Dated: _____

Attest: _____ By: City Recorder

Tenant: Utah Surf Athletic Club

By: _____ Its: _____ Dated: _____

Appendix A

(Use of Property)

Tenant's dedicated time use of Property:

March, April, May

M-Th 3:00pm – 9:00pm. (Priority usage)

Friday - None

Sat 7:00am – 2:00pm (Last Game Starts at 2:00)

Sunday Open

June, July, August

M-Th 7:00am – 1:00pm (2 fields)

M-Th 5:00pm-9:00pm (1 field)

1 Field Fri - Sat 8:00am-12:00pm

1 Field Fri-Sat - None

Sunday Open

(Field rest period of 3-4 weeks allowing fields to recover from use by Tenant-TBD each year)

September, October, November

M-Th 3:00pm – 9:00pm. (Priority usage)

Friday - None

Sat 7:00am – 2:00pm (Last Game Starts at 2:00)

Sunday Open

Owner's permitted use of Property by public during the Lease Term:

Families, individuals, neighbors, friends, and other members of the public who want to play games, recreate, and engage in activities such as, but not limited to: Kite flying, tag, picnics, games of "catch," frisbee, non-organized field and sports games with family, friends, and neighbors (i.e. occasional pickup games of soccer, football, Lacrosse, etc.), so long as such games are not considered "organized games or usages," as defined herein, and the Highland Fling. Other activities and uses may be approved with the express written consent of the Tenant, which shall not be unreasonably withheld if such activities and uses do not materially interfere with Tenant's use of the Property or damage the Property and Facility.

Prohibited use of Property by public at all times during the Lease Term:

Any and all "organized games or usages" which is defined as including games, practices, or scrimmages by individuals or groups where (1) participants paid a fee to participate in the group or organization, (2) participants are part of team with any type of similar attire (uniforms, t-shirt, etc.), excluding individuals or groups that temporarily mark themselves for a single, non-organized game with family, friends, and neighbors, (3) participants have a designated or volunteer coach or trainer; (4) participants practice together as a team or group for other events or games, whether organized or not, (5) participants play games against other organized teams or participate in any organized leagues or scheduled events.

This list is not meant to be exhaustive but to provide some base examples of members of the public that would be prohibited from using the Property due to the potential for usage that could damage the Facility or cause "wear and tear" in a manner similar to that caused by Tenant's use of the Property as a private athletic club facility or that is significantly different from that caused by the permitted usage of the Property by the public.

Appendix B

(Layout/Design/Improvements to Property)
Shed, portable restrooms, field layout, goal posts, etc.



Mountain Ridge Park

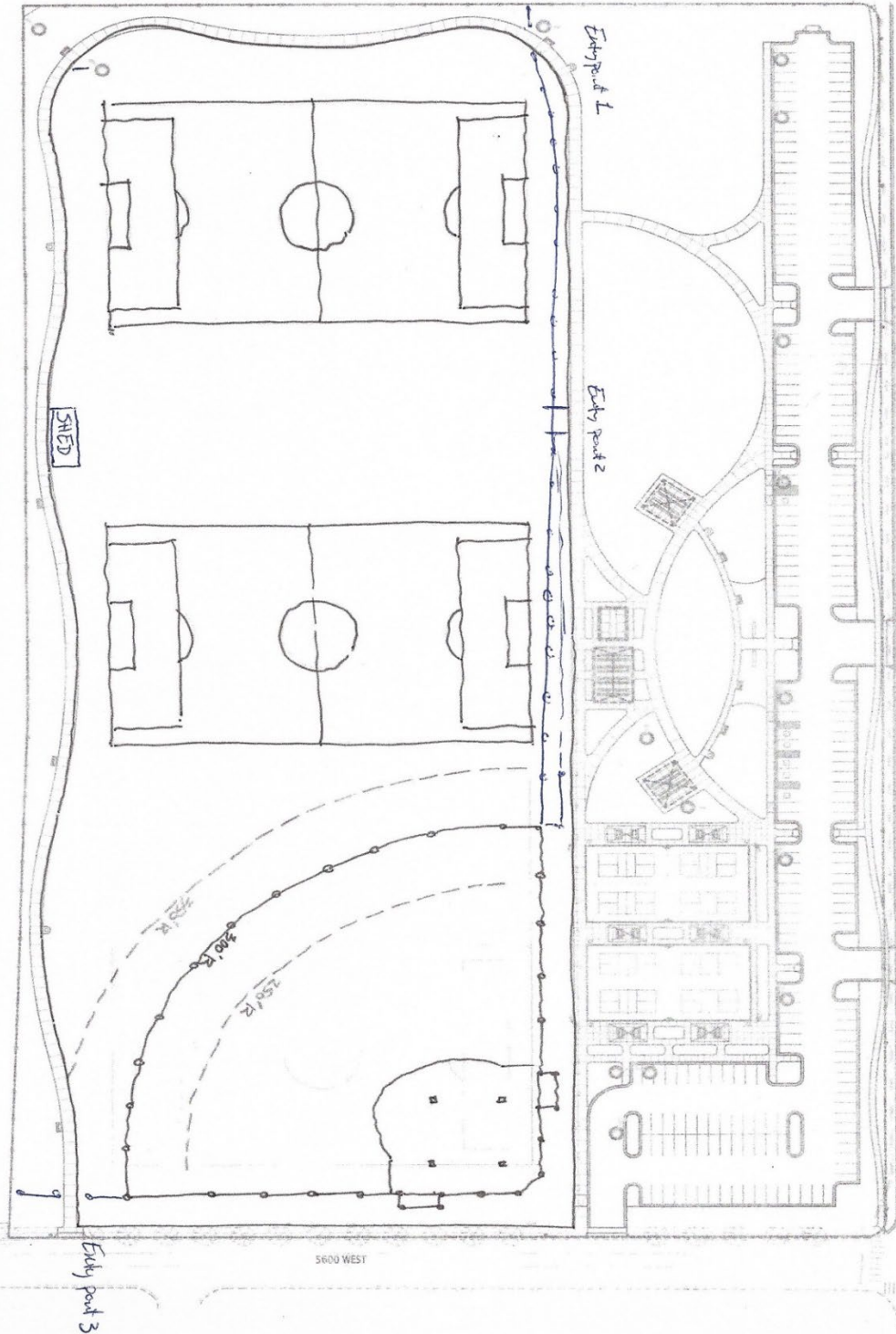


Master Plan

05.05.2022



MOUNTAIN RIDGE PARK - BALLFIELD LAYOUT | OPTION 3





CITY COUNCIL AGENDA REPORT

ITEM #8

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner & GIS Analyst
SUBJECT: PLAT AMENDMENT: Pheasant Hollow Plat C Amended
TYPE: LEGISLATIVE: The City Council is the Land Use Authority for Plat Amendments and is subject to Section 5-10-103 of the Highland City Development Code. Final plat amendments are a legislative process.

PURPOSE:

The City Council will consider a request by Highland City staff to amend the Pheasant Hollow Plat C subdivision to adjust the easement on the south side of Lot 1. The City Council will take appropriate action.

BACKGROUND:

On October 5th, 2021, the City Council approved a plat amendment to the Pheasant Hollow Plat A subdivision. The plat had an approximately 30'-wide access, trail, fence maintenance, and storm drain easement in favor of Highland City. The location of the existing storm drain line is further south than anticipated.

SUMMARY OF THE REQUEST:

1. The request is for approval of a plat amendment to the Pheasant Hollow subdivision to decrease the access, trail, fence maintenance, and storm drain easement to a 15'-wide easement in favor of Highland City.

CITIZEN PARTICIPATION:

Notice of this request was mailed to all property owners within 500 feet on May 19, 2022. No comments have been received.

ANAYLSIS:

- The City had a survey completed of the storm drain line to determine actual location. The line is further south than originally anticipated with the previous plat amendment. The updated 15'-wide easement is sufficient to give the City access to the storm drain line. See Attachment #2 for the surveyed utility lines.

FINDINGS:

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

RECOMMENDATION AND PROPOSED MOTION:

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

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

ALTERNATIVE MOTION:

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

FISCAL IMPACT:

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

ATTACHMENTS:

1. Vicinity Map
2. Surveyed Utility Lines
3. Proposed Plat Amendment

ATTACHMENT #1:



ATTACHMENT #2:

SURVEYOR'S CERTIFICATE
 I, JASON D. WILLES, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF UTAH. I HOLD LICENSE NO. 376067 IN ACCORDANCE WITH TITLE 5B, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS MADE UNDER MY DIRECTION OF THE TRACT OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT. I CERTIFY THAT SAID SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

DRAFT COPY

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

BOUNDARY DESCRIPTION

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

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

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

OWNER'S DEDICATION

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

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

HIGHLAND CITY MAYOR _____

HOMEOWNERS ASSOCIATION ACCEPTANCE

I / WE, THE UNDERSIGNED PRESIDENT / REPRESENTATIVES OF HOMEOWNERS ASSOCIATION OF PHEASANT HOLLOW (HOA) DO HEREBY ACKNOWLEDGE AND ACCEPT THE FOLLOWING:
 1. LOT 1 WILL BE PART OF SAID HOA WITH FULL RIGHTS AND IS SUBJECT TO ALL BYLAWS, DECLARATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS THEREOF.
 2. HIGHLAND CITY MAY ACCESS PARCEL "A" VIA THE EXISTING HOA PRIVATE ROADWAY SYSTEM.
 3. PARCEL "A", PARCEL "B", AND THE HIGHLAND CITY CANAL BOULEVARD PUBLIC RIGHT OF WAY ARE NOT PART OF SAID HOA, NOR SUBJECT TO ANY BYLAWS, DECLARATIONS, COVENANTS, CONDITIONS, OR RESTRICTIONS THEREUNTO BELONGING.

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

PRESIDENT _____

PLANNING APPROVAL

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

COUNTY RECORDER STAMP

COMMUNITY DEVELOPMENT DIRECTOR _____

PHEASANT HOLLOW PLAT "C" AMENDED

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

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

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY ENGINEER SEAL CLERK-RECORDER SEAL

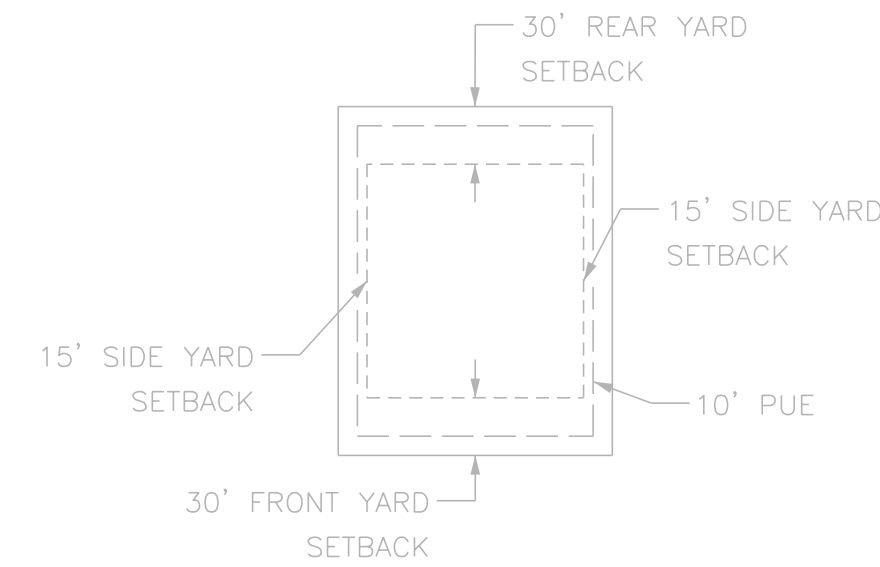


PREPARED BY



J-U-B ENGINEERS, INC.
 240 WEST CENTER ST. SUITE #200
 OREM, UT (801) 226-0393
 PROJECT #50-20-033
 OCTOBER 2021

SETBACK AND EASEMENT DETAILS (UNLESS NOTED OTHERWISE)

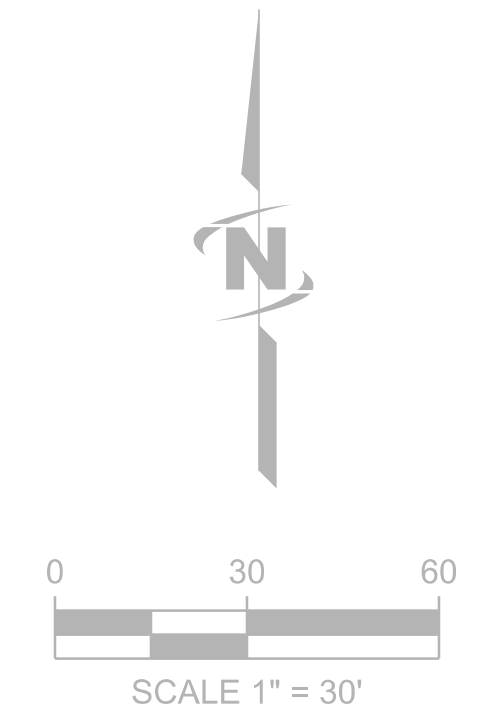


PHEASANT HOLLOW P.U.D. PLAT "A" AMENDED RODNEY C & CHEREE G DAVIS 49:132:0011

PHEASANT HOLLOW P.U.D. PLAT "A" AMENDED HOMEOWNERS ASSOCIATION OF PHEASANT HOLLOW 49:132:0041

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	CHORD BRNG.	CHORD LENGTH
C1	40.81'	46°45'53"	50.00'	S55°12'04"E	39.69'
C2	89.46'	102°30'48"	50.00'	N50°09'27"E	78.00'
C3	114.68'	02°57'35"	2,220.00'	S86°46'03"E	114.67'
C4	5.77'	00°08'56"	2,220.00'	S85°12'47"E	5.77'
C5	105.74'	02°44'51"	2,205.00'	S86°52'06"E	105.73'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°36'06"E	24.20'
L2	N80°23'46"E	24.27'
L3	N82°33'07"E	7.21'
L4	N76°51'27"E	41.95'
L5	S76°51'27"E	15.56'
L6	S89°22'07"W	9.29'
L7	S89°22'07"W	9.44'
L8	N17°21'06"E	10.01'
L9	N26°05'36"E	10.21'
L10	N33°24'52"E	13.74'
L11	N02°58'23"E	29.65'
L12	N16°34'16"E	37.23'
L13	N00°55'46"W	31.54'
L14	N05°38'16"E	14.15'
L15	N88°56'46"E	12.63'
L16	S89°44'44"E	80.30'



WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (CALCULATED)

BASIS OF BEARINGS = N00°20'30"W 2,660.68' PER PEBBLE LANE ESTATES PLAT "A" 49:662:0010

SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (FOUND)

SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (FOUND)

- NOTES:
- 70% OF THE FRONT YARD LANDSCAPING SHALL BE INSTALLED BY THE HOMEOWNER WITHIN ONE YEAR AFTER RECEIVING A CERTIFICATE OF OCCUPANCY.
 - LANDSCAPING AND CONSTRUCTION MATERIALS OF ANY TYPE ARE NOT PERMITTED UPON OR WITHIN THE STREET, CURB AND GUTTER, OR SIDEWALK (STREET RIGHT-OF-WAY) WITH THE EXCEPTION OF THE PARKSTRIP WHICH REQUIRES 75% TO BE LANDSCAPED.
 - A FENCE THAT ABUTS OPEN SPACE OR A TRAIL HAS ADDITIONAL RESTRICTIONS OF SIZE AND OPACITY. FENCES ALONG OPEN SPACE OR A TRAIL MUST COMPLY WITH HIGHLAND CITY ORDINANCES. ALL FENCES REQUIRE A FENCE PERMIT PRIOR TO INSTALLATION. IN ADDITION, RETAINING WALLS ARE REGULATED BY ORDINANCE AND REQUIRE A RETAINING WALL PERMIT PRIOR TO CONSTRUCTION.
 - HIGHLAND CITY ORDINANCES RESTRICT HEIGHT OF FOUNDATION ABOVE CURB. IT IS THE RESPONSIBILITY OF THE BUYER TO CONTACT THE CITY PRIOR TO PURCHASING ANY LOT. THIS RESTRICTION APPLIES TO ALL LOTS IN THIS SUBDIVISION.
 - TREE PLANTING AND CONSTRUCTION OF SHEDS, SPORT COURTS, OR OTHER SIMILAR FACILITIES IS NOT ALLOWED WITHIN THE ACCESS, TRAIL, FENCE MAINTENANCE, AND STORM DRAIN EASEMENT.
 - BY RECORDING THIS PLAT, THE PREVIOUSLY RECORDED PUE'S UPON LOT 9 AND LOT 10 OF PHEASANT HOLLOW P.U.D. PLAT "A" AMENDED ARE VACATED AND REPLACED WITH NEW PUE'S LOCATED AS SHOWN HEREON. THE WESTERLY 30 FEET OF THE PREVIOUSLY RECORDED 60-FOOT EASEMENT UPON LOT 9 AND LOT 10 IS ALSO VACATED.

FLOOD ZONE DESIGNATION:
 PER FEMA FLOOD INSURANCE RATE MAP NUMBER 49049C0166F WITH A DATE OF 6-19-2020, MOST OF THE PROPERTY DEPICTED HEREON IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD). HOWEVER, PART OF LOT 1 IN THE VICINITY OF THE AMERICAN FORK RIVER LIES WITHIN AN AREA HAVING A ZONE DESIGNATION "AE" (FLOODWAY AREA WITH APPROXIMATE NAVD 88 BASE FLOOD ELEVATIONS BETWEEN 4778 AND 4784). THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.

NOTE: THE NORTHERLY BOUNDARY OF THE PUBLIC RIGHT OF WAY DEDICATION AREA SHOWN HEREON IS INTENDED TO RUN ALONG AND COINCIDENT WITH THE NORTH FACE OF THE EXISTING FENCE COLUMNS IN PLACE ON THE DATE OF THIS PLAT'S RECORDATION.

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

 HIGHLAND CITY ATTORNEY

ACCEPTANCE BY LEGISLATIVE BODY
 THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF HIGHLAND CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 20____
 APPROVED BY MAYOR _____
 APPROVED _____ ATTEST _____
 CITY ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)

ACKNOWLEDGEMENT
 STATE OF UTAH } S.S.
 COUNTY OF UTAH }
 ON THIS THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME,

 WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE/THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT
 STATE OF UTAH } S.S.
 COUNTY OF UTAH }
 ON THIS THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME,

 WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE/THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES: _____

I, JASON D. WILLES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 376067 IN ACCORDANCE WITH TITLE 5B, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED...

DRAFT COPY

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

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF PHEASANT HOLLOW PLANNED UNIT DEVELOPMENT, PLAT "A" AMENDED AS DEPICTED ON THE OFFICIAL PLAT THEREOF ON FILE AS MAP NO. 2665 AND ENTRY 13023:1981 AT THE OFFICE OF THE UTAH COUNTY RECORDER...

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

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

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE SHOWN HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, PARCELS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC...

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

HIGHLAND CITY MAYOR

HOMEOWNERS ASSOCIATION ACCEPTANCE

I / WE, THE UNDERSIGNED PRESIDENT / REPRESENTATIVES OF HOMEOWNERS ASSOCIATION OF PHEASANT HOLLOW (HOA) DO HEREBY ACKNOWLEDGE AND ACCEPT THE FOLLOWING: 1. LOT 1 WILL BE PART OF SAID HOA WITH FULL RIGHTS AND IS SUBJECT TO ALL BYLAWS, DECLARATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS THEREOF...

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

PRESIDENT

PLANNING APPROVAL

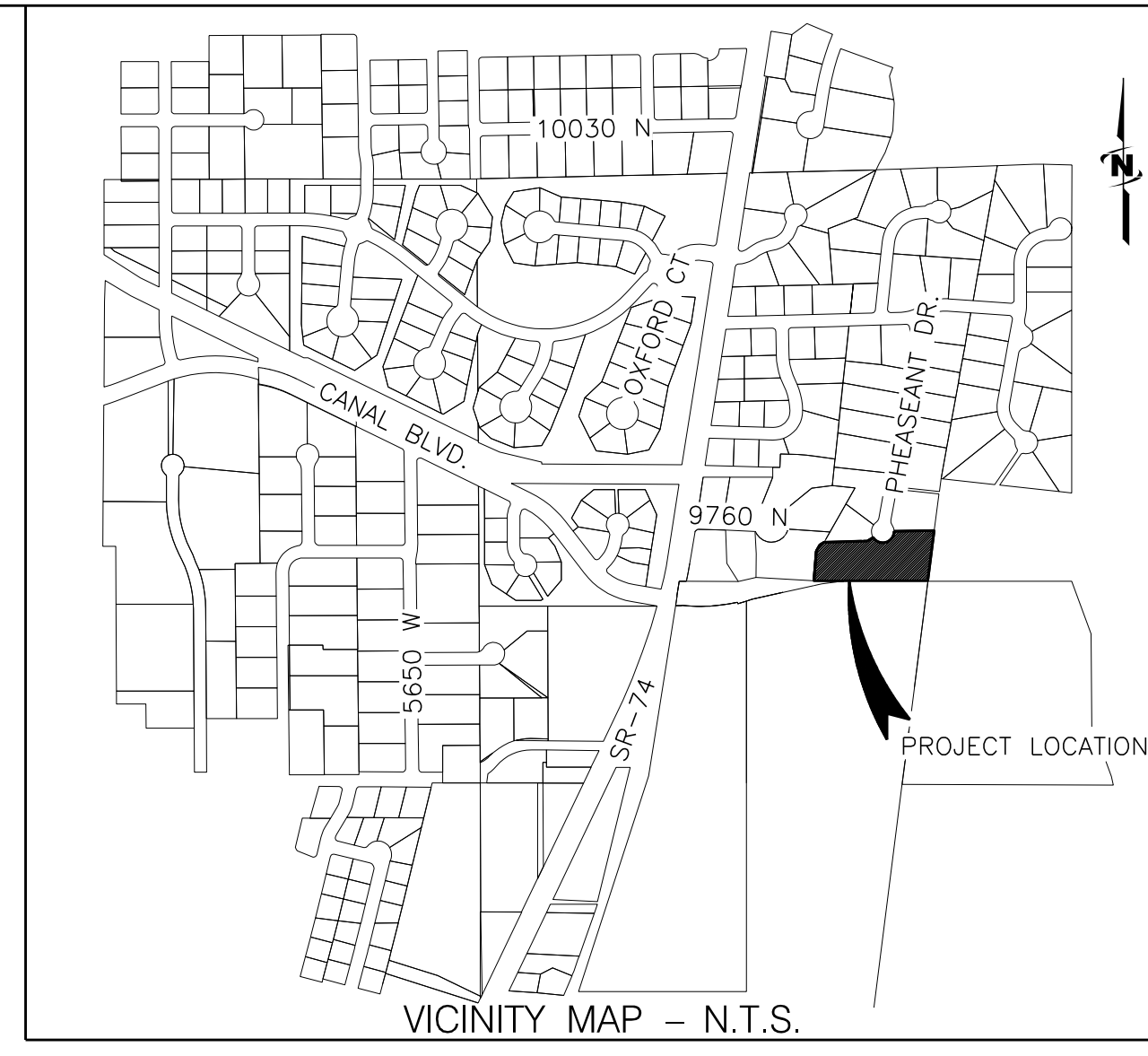
APPROVED AS TO FORM THIS DAY OF .20

COUNTY RECORDER STAMP COMMUNITY DEVELOPMENT DIRECTOR

PHEASANT HOLLOW PLAT "C" AMENDED

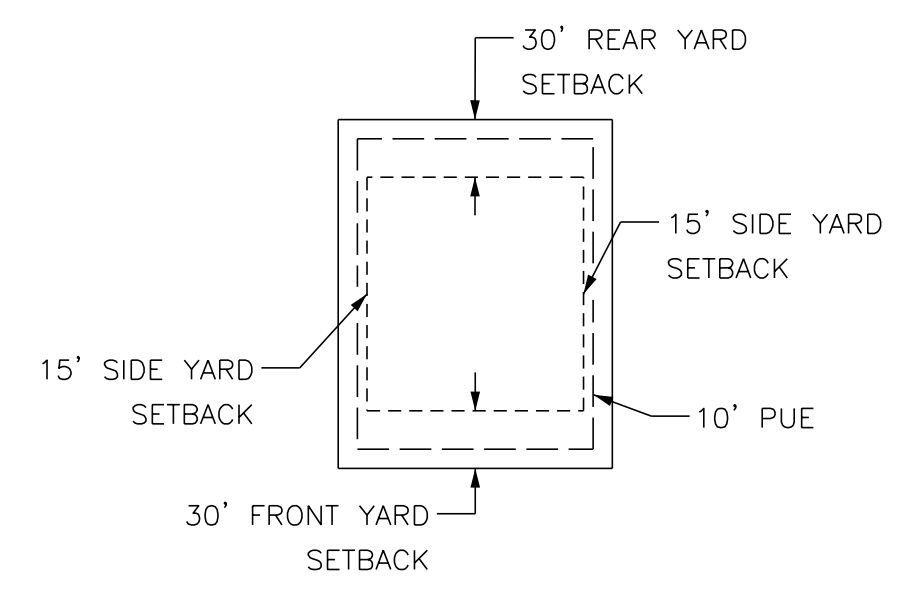
BEING AN AMENDMENT TO THE ACCESS, TRAIL, FENCE MAINTENANCE, AND STORM DRAIN EASEMENT DEPICTED ON PHEASANT HOLLOW PLAT "C" SITUATE IN THE SW1/4 OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN City of Highland, Utah County, Utah Scale 1"=30' Sheet 1 of 1

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY ENGINEER SEAL CLERK-RECORDER SEAL



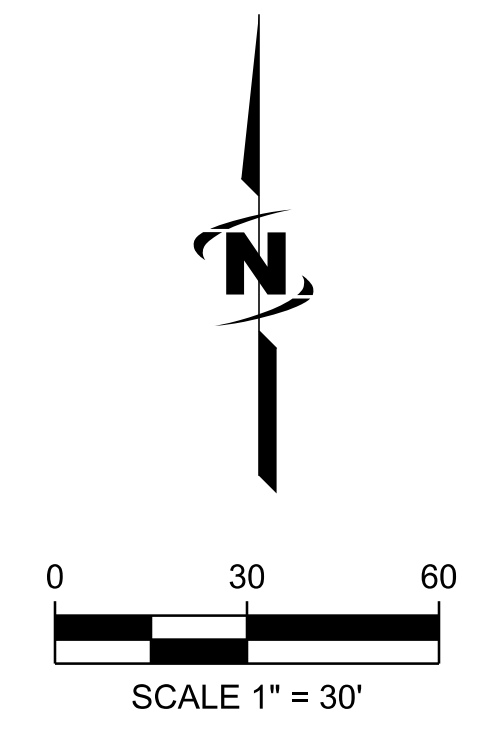
PREPARED BY JUB J-U-B ENGINEERS, INC. 240 WEST CENTER ST. SUITE #200 OREM, UT (801) 226-0393 PROJECT #50-20-033 MAY 2022

SETBACK AND EASEMENT DETAILS (SEE NOTE 7)

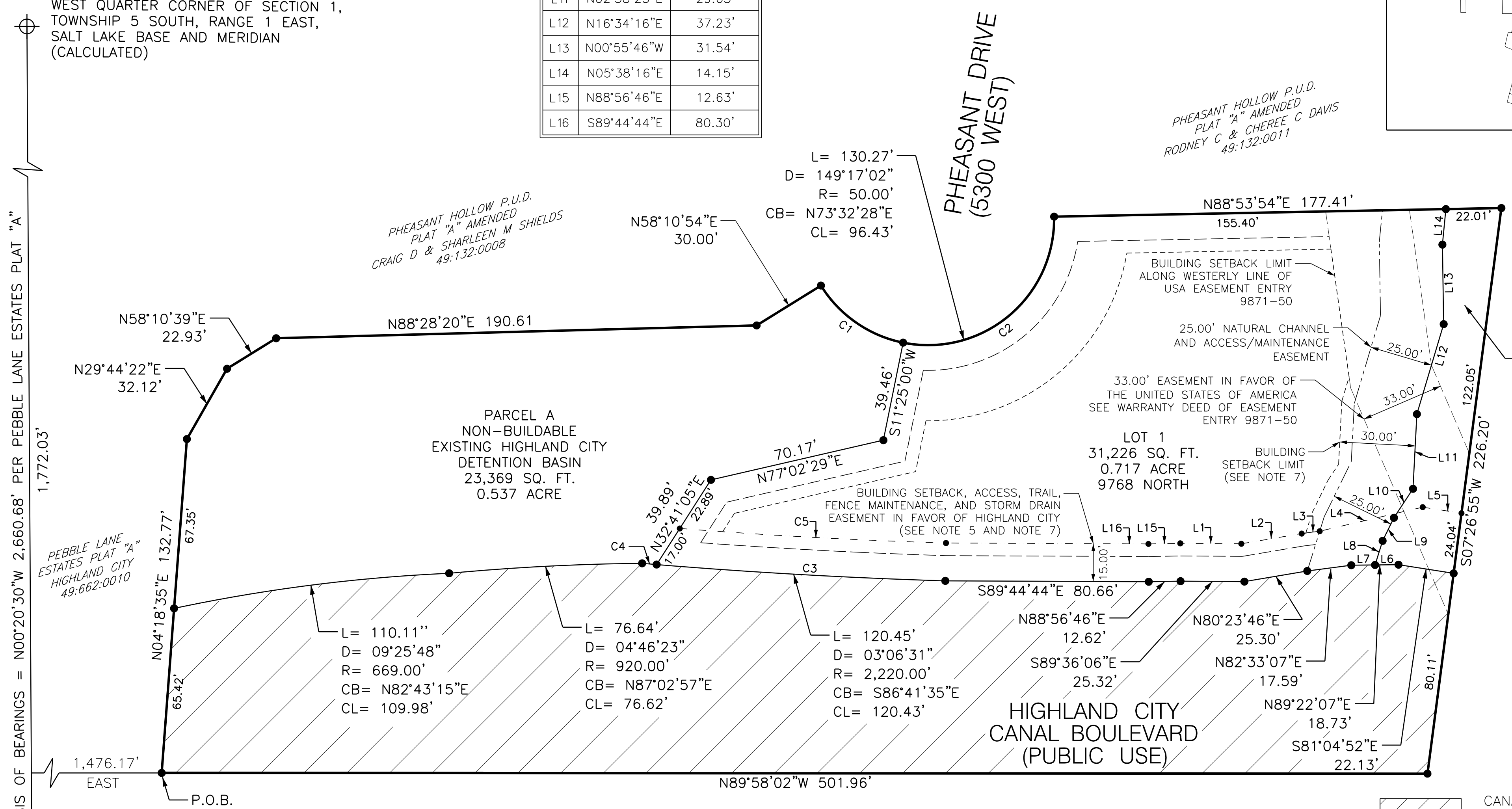


CURVE TABLE with columns: LENGTH, DELTA, RADIUS, CHORD BRNG, CHORD LENGTH. Rows C1 to C5.

LINE TABLE with columns: L1 to L16, bearings, and distances.



WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (CALCULATED)



FLOOD ZONE DESIGNATION: PER FEMA FLOOD INSURANCE RATE MAP NUMBER 49049C0166F WITH A DATE OF 6-19-2020, MOST OF THE PROPERTY DEPICTED HEREON IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD)...

NOTE: THE NORTHERLY BOUNDARY OF THE PUBLIC RIGHT OF WAY DEDICATION AREA SHOWN HEREON IS INTENDED TO RUN ALONG AND COINCIDENT WITH THE NORTH FACE OF THE EXISTING FENCE COLUMNS IN PLACE ON THE DATE OF THIS PLAT'S RECORDATION.

HIGHLAND CITY ATTORNEY APPROVED AS TO FORM THIS DAY OF .20

ACCEPTANCE BY LEGISLATIVE BODY

THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF HIGHLAND CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS DAY OF .20

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

ACKNOWLEDGEMENT

STATE OF UTAH COUNTY OF UTAH ON THIS THE DAY OF .20, PERSONALLY APPEARED BEFORE ME, WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE/THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

ACKNOWLEDGEMENT

STATE OF UTAH COUNTY OF UTAH ON THIS THE DAY OF .20, PERSONALLY APPEARED BEFORE ME, WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE/THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

- NOTES: 1. 70% OF THE FRONT YARD LANDSCAPING SHALL BE INSTALLED BY THE HOMEOWNER WITHIN ONE YEAR AFTER RECEIVING A CERTIFICATE OF OCCUPANCY. 2. LANDSCAPING AND CONSTRUCTION MATERIALS OF ANY TYPE ARE NOT PERMITTED UPON OR WITHIN THE STREET, CURB AND GUTTER, OR SIDEWALK (STREET RIGHT-OF-WAY) WITH THE EXCEPTION OF THE PARKSTRIP WHICH REQUIRES 75% TO BE LANDSCAPED.

SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (FOUND)

SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (FOUND)



CITY COUNCIL AGENDA REPORT

ITEM #9

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: CONTRACT: Three Pavilions for Mountain Ridge Park
TYPE: ADMINISTRATIVE: The Council is acting in an administrative capacity and fulfilling their responsibilities as the Governing Body as defined in the Municipal Code.

PURPOSE:

The City Council will consider a request to approve the purchase contracts with Smith Steelworks, LLC for three pavilions and twenty-four picnic tables for Mountain Ridge Park in the amount of \$203, 261 and authorize the Mayor or City Administrator and City Recorder to execute the necessary contract for the projects. The Council will take appropriate action.

DISCUSSION:

At the April 19th, 2022, Council meeting, the Council approved a contract for the first phase of Mountain Ridge Park. Staff has been continuing the work on the remaining phases of the park.

Staff is proposing that the Council purchase of three pavilions and twenty-four picnic tables. One pavilion will 30' X 52' and have 12 picnic tables. The other two pavilions will be 30' X 28' and have 6 picnic tables under each pavilion. The package also includes lighting. The roof color will be the same as the restrooms that were approved by the Council on May 17, 2022. The bid excludes excavation, concrete pad, site prep and installation. These items will be completed by a separate contractor.

The 30' X 28' pavilions and picnic tables are the same as those installed at Spring Creek Park. Smith Steelworks also provides the pavilions for local churches.

Spring Creek Park Pavillion and Benches



Smith Steelworks Pavilions feature the following:

Steel Roof	Tongue and Groove Roof Deck with a Nylon Underlayment
5 x 5 x 5/16 Steel Columns	Glulam Beams

It is anticipated that delivery of the pavilions will occur by January 2023.

FISCAL IMPACT:

The cost of the three pavilions and 24 picnic tables is \$203,261 and will come from GL#: 40-40-78.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the contracts with CXT Precast Products Inc., for the purchase of a precast concrete restroom buildings for \$203,261.

PROPOSED MOTION:

I move that the City Council **ADOPT** the resolution approving the contracts with CXT Precast Products Inc., for the purchase of four precast concrete restroom buildings for \$203,261.

ALTERNATIVE MOTION:

I move that the City Council **REJECT** the proposal to replace the boilers in both the City Hall. (The Council should draft appropriate findings).

ATTACHMENTS:

1. Proposed Contract



Smith Steelworks, LLC
 270 W 500 S
 Spanish Fork, UT 84660
 russelsmith@gmail.com

Estimate

ADDRESS
 Highland City Utah
 5400 W Civic Center Dr.
 Highland, UT 84003

SHIP TO
 Mountain Ridge Park

ESTIMATE # 1732
DATE 05/19/2022
EXPIRATION DATE 06/17/2022

ACTIVITY	QTY	RATE	AMOUNT
Custom 8' Regular Aluminum Picnic Table Unassembled	21	1,250.00	26,250.00
Custom 8' ADA Single End Aluminum Picnic Table - Unassembled	3	1,250.00	3,750.00
Custom Table Assembly	24	85.00	2,040.00
Custom 30x28 Glulam Beam and Steel Column Pavilion. Includes: Anchor Bolt Package, Templates, 8 Steel Columns, 4 -30' GluLam Beams, Tongue and Groove Deck, Nylon Underlayment and Steel Roof Package. Delivery but not offloading. Includes Lighting Package.	2	43,920.00	87,840.00
Excludes: Excavation, Concrete, Site Plan, Site Prep, Installation, offloading pavilion package			
Quoted with 5 x 5 x 5/16 thick steel columns.			
Custom 30x52 Glulam Beam and Steel Column Pavilion. Includes: Anchor Bolt Package, Templates, 14 Steel Columns, 7 -30' GluLam Beams, Tongue and Groove Deck, Nylon Underlayment and Steel Roof Package. Delivery but not offloading. Includes Lighting Package.	1	83,381.00	83,381.00
Excludes: Excavation, Concrete, Site Plan, Site Prep, Installation, offloading pavilion package			
Call Edward 5 x 5 x 5/16 steel columns.			

Please review the attached estimate! We look forward to working with you!

Sincerely,
 Russel Smith
 Smith Steelworks, LLC

SUBTOTAL	203,261.00
TAX	0.00
TOTAL	\$203,261.00

Accepted By

Accepted Date



CITY COUNCIL AGENDA REPORT ITEM #10

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer PE
Public Works Director/City Engineer
SUBJECT: AGREEMENT: 2022 Debris Basin Project Interlocal Cooperation Agreement
TYPE: **LEGISLATIVE:** The Council is acting in a legislative capacity as in approving an interlocal agreement with other agencies.

PURPOSE:

The City Council will consider an interlocal agreement with American Fork City and Cedar Hills City pertaining to the pending reconstruction of the jointly owned and managed American Fork Canyon Debris Basin. The Council will take appropriate action.

BACKGROUND:

Several years ago, the American Fork Canyon Debris Basin was purchased by Highland City, American Fork City, and Cedar Hills City from Utah County. The Cities then established a Debris Basin Administrative Board to manage the maintenance and operation of the basin. The purpose of the basin is to manage the flood risk to homes and properties along the river by containing and removing the debris that comes from high-runoff conditions in the American Fork River.

The Administrative Board has been working toward a reconstruction of the outlet structure and a widening of the bridge crossing the outlet structure. The reconstruction will make the operations during flood seasons more effective and safer.

In preparation for the project bid, it was recognized that one City would need to take the lead for the project administration. American Fork City has agreed to bid and manage the project. For the project construction funds to be directed to

American Fork from the Debris Basin, an interlocal agreement was prepared for authorization by each City to define how contributions will be managed by American Fork City in the project construction administration. The total cost of the project is estimated as \$720,000. Each City will pay \$240,000. The Cities are required by the agreement to each pay one-third of any cost overruns that exceed the budgeted amounts. The project bid will be advertised in the first week of July. It is anticipated that all the Cities will have the agreement approved in June.

FISCAL IMPACT:

The FY2023 adopted preliminary budget under 54-40-41 (Storm Sewer System Repairs and Maintenance) includes \$245,200 which is intended to fund this project.

RECOMMENDATION:

Staff recommends City Council **APPROVE** the 2022 Debris Basin Project Interlocal Cooperation Agreement and **AUTHORIZE** the Mayor to sign the documents for the project.

PROPOSED MOTION:

I move that City Council **APPROVE** the 2022 Debris Basin Project Interlocal Cooperation Agreement and **AUTHORIZE** the Mayor to sign the document.

ALTERNATIVE MOTION: *(if applicable)*

I move that City Council **DENY** the 2022 Debris Basin Project Interlocal Cooperation Agreement (City Council to provide appropriate findings and provide further direction to City Staff.)

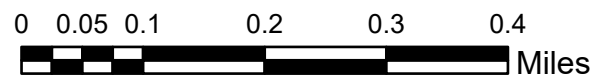
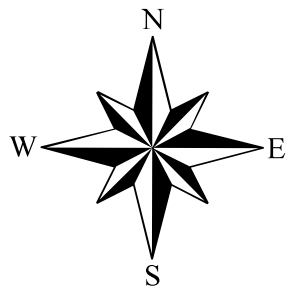
ATTACHMENTS:

1. Vicinity Map
2. 2022 Debris Basin Project Interlocal Cooperation Agreement
3. Project Plans (2 pages)



HIGHLAND CITY

AMERICAN FORK CANYON
DEBRIS BASIN VICINITY
MAP



2022 DEBRIS BASIN PROJECT
INTERLOCAL COOPERATION AGREEMENT

THIS 2022 DEBRIS BASIN PROJECT INTERLOCAL COOPERATION AGREEMENT (the “**Agreement**”), is made and entered into by and between AMERICAN FORK CITY, a Utah municipality, (“**American Fork**”), the CITY OF CEDAR HILLS, a Utah municipality (“**Cedar Hills**”), and HIGHLAND CITY, a Utah municipality (“**Highland**”), collectively referred to as “**Parties**” or individually as “**Party**.”

RECITALS

- A. Pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, the Parties are each authorized to enter into mutually advantageous agreements for joint or cooperative action.
- B. The Parties have previously entered into an Interlocal Cooperation Agreement, dated January 27, 2014, (“**2014 ICA**”) providing for the joint management of the American Fork Canyon Debris Basin and related improvements and facilities, which are jointly owned by the Parties (collectively, “**Basin**”).
- C. In connection with the 2014 ICA, the Parties created the American Fork River Debris Basin Administrative Board (“**Administrative Board**”) and adopted bylaws (“**Bylaws**”) to govern the management of the Basin.
- D. Pursuant to the 2014 ICA and Bylaws, the Parties desire to mutually cooperate in providing for certain improvements and modifications to the Basin (“**Project**”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

1. **Purpose of Agreement.**

The purpose of this Agreement is to establish the terms and conditions of the Parties’ cooperative efforts regarding the Project to provide certain improvements and modifications to the Basin. This Agreement is intended solely to provide for a specific Project pursuant to the terms of the existing 2014 ICA and Bylaws, and nothing in this Agreement is intended to amend, supersede, or otherwise modify the rights and obligations of the Parties under the 2014 ICA and Bylaws except as expressly set forth herein. Any such express modification shall be limited to providing for and facilitating the Project and shall not be applied in any other context.

2. **Project Scope.**

- a. The Project consists of those improvements, modifications, and facilities described in the plans dated September 3, 2021, by Horrocks Engineers, which plans are attached and incorporated herein by reference as Exhibit A.

- b. The Administrative Board may authorize adjustments and changes to the scope of the Project as set forth herein.

3. **Project Management.**

- a. American Fork shall be responsible for bidding, awarding, administering, and managing the contract or contracts necessary to complete the Project, pursuant to American Fork's bidding procedures, the requirements of Title 11, Chapter 39 of the Utah Code, and this Agreement. All contracts necessary to complete the Project shall be entered into and executed exclusively by American Fork.
- b. The Administrative Board shall review all bids and approve the bidder before a contract is awarded for the Project. The Administrative Board shall have the right to review all proposed payments to ensure that such payments conform to the executed bid contracts and this Agreement.
- c. In the event that the lowest responsible bidder's bid is higher than the Project Budget, as defined herein, American Fork shall not award the bid until and unless each Party, through the Administrative Board:
 - i. approves the additional costs necessary to complete the Project; and/or
 - ii. approves modifications to the scope of the Project to reduce the costs necessary to complete the Project.
- d. In administering the contract or contracts necessary to complete the Project, American Fork may engage a consultant construction manager. American Fork may engage a consultant of its choice, provided that the Administrative Board shall have the right to review and approve of the recommended consultant and the consulting contract prior to American Fork's engagement of the consultant. The consultant shall be paid out of the Project Budget.
- e. Change orders to the scope of the Project shall be approved by American Fork in consultation with the Administrative Board. Change orders that result in Project costs that exceed the Project Budget shall not be approved by American Fork until and unless each Party, through the Administrative Board, approves such change orders in writing.

4. **Project Budget.**

- a. Cedar Hills shall act as the treasurer for the Project.
- b. Each Party shall contribute \$240,000 toward the Project, for a total project budget of \$720,000 ("**Project Budget**"). Such funds shall be delivered to Cedar Hills on behalf of the Basin prior to American Fork issuing a request for bids for the Project. Upon the awarding of a contract or contracts under Section 3 of this Agreement, Cedar Hills shall remit the Project Budget, or such portion of the Project Budget as is necessary, to American Fork.

- c. If the Project requires additional funds beyond Project Budget to complete the Project, such additional funding shall first be approved by the Parties in writing through the Administrative Board. Each Party shall be responsible for one-third (1/3) of any such approved, additional funding.
- d. In the event that there are excess funds remaining from the Project Budget after completing the Project, such funds shall be returned by American Fork City to Cedar Hills for deposit in the Basin administrative accounts. The Administrative Board shall determine if funds are to be returned to Parties on an equal basis or maintained in Basin accounts for Basin maintenance and care.

5. **Administration of Agreement.**

- a. The Parties to this Agreement do not contemplate or intend to establish a separate legal entity under the terms of this Agreement. The Parties agree that this Agreement does not anticipate or provide for any organizational changes in or to the Parties.
- b. Each Party shall be responsible for budgeting for, financing, and otherwise providing for their respective portion of the Project Budget and any other costs, payments, or obligations required by this Agreement. Each Party shall keep all books and records related to such actions in accordance with applicable laws and regulations.
- c. Cedar Hills shall act as the treasurer for the Debris Basin and shall keep all books and records related to the financial transactions required or contemplated by this Agreement in accordance with applicable laws and regulations.
- d. American Fork shall act as the administrator for facilitating, bidding, managing, and administering all construction and construction contracts and shall keep all books and records related to the Project, including payments issued, change orders approved, completed inspections, and other records in accordance with applicable laws and regulations.
- e. In all other respects, the Administrative Board shall administer this Agreement.
- f. Each Party shall be entitled to review and inspect all books and records related to this Agreement during business hours upon request and reasonable notice.

6. **Real and Personal Property.**

The Parties agree that they will not adjust or modify ownership of the Basin, or any related property, improvements, and facilities, as such ownership is currently held. All new property obtained or acquired in connection with the Project and this Agreement shall be jointly owned by the Parties as set forth in the 2014 ICA and Bylaws. Future ownership, maintenance, and use of the Basin and all related property, improvements, and facilities, both prior to and after termination of this Agreement, shall be as set forth in the 2014 ICA and Bylaws.

7. **Effective Date and Term.**

The Effective Date of this Agreement shall be the date all conditions of approval provided in Section 9 of this Agreement have been satisfied (“**Effective Date**”). The term of this Agreement shall be from the Effective Date up through and including December 31, 2024, unless terminated or extended as set forth herein.

8. **Termination.**

- a. This Agreement shall continue in effect until:
 - i. The Parties mutually consent in writing to terminate the Agreement;
 - ii. The term of the Agreement expires; or
 - iii. The Project is completed, all outstanding contracts related to the Project have been completed, fulfilled, and/or terminated, and any remaining funds from the Project Budget have been returned to the Parties as set forth herein.
- b. This Agreement may be extended by the mutual, written consent of the Parties in order to provide for the Project, but in no event shall the term of this Agreement extend beyond fifty (50) years.
- c. Upon termination of this Agreement, the Parties shall remain responsible for complying with all responsibilities, obligations, and duties as set forth in the 2014 ICA and Bylaws.

9. **Conditions of Approval.**

This Agreement is conditioned upon each of the following:

- a. The approval and adoption of the Agreement by resolution of the legislative body of each Party in accordance with the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code;
- b. The written approval of the authorized attorney of each Party in accordance with the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code.

10. **Amendments.**

The terms of this Agreement may not be amended, changed, modified, or altered except by an instrument in writing authorized and executed by each Party pursuant to the requirements of the Utah Interlocal Cooperation Act.

11. **Authorization and Filing.**

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties. Each Party shall be responsible for the timely submission, filing, or recording

of the Agreement and any subsequent amendment or termination thereof with the appropriate governmental or regulatory offices, in the proper form and format as required by law.

12. **Governing Law, Jurisdiction, and Venue.**

This Agreement and all claims or causes of action arising therefrom shall be construed and governed by and enforced in accordance with the laws of the State of Utah, including its statutes of limitation. Any dispute, claim, or cause of action regarding the interpretation or application of this Agreement shall be brought and maintained in the courts of the State of Utah, Utah County, Utah, which courts shall have jurisdiction over this Agreement and the Parties thereto.

13. **Indemnification.**

- a. The Parties shall defend, indemnify, save harmless, and exempt each other as set forth in the 2014 ICA and Bylaws.
- b. In the event of liability arising out of the Project or any authorized contract executed by American Fork in pursuance thereof, which liability is not due to the willful or negligent acts or omissions of a particular Party or Parties, each Party agrees to be severally liable for a maximum amount of one-third (1/3) of such liability.
- c. Nothing in this Agreement shall be construed, interpreted, or applied as giving rise to any right, obligation, or liability to any party not named herein, and no third party has any right under this Agreement whatsoever.
- d. The provisions of this Section shall survive the termination of this Agreement.

14. **Severability.**

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

15. **Immunity.**

By entering into this Agreement, the Parties do not waive any governmental or sovereign immunity. Each Party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state and federal law, including the Utah Governmental Immunity Act. Designations of venue, choice of law, insurance and indemnification conditions, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity.

16. **Waiver.**

The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement.

AMERICAN FORK CITY, a Utah municipality

By: _____

Approved as to Form:

Name: _____

Its: _____

City Attorney

ATTEST:

City Recorder

CITY OF CEDAR HILLS, a Utah municipality

By: _____

Approved as to Form:

Name: _____

Its: _____

City Attorney

ATTEST:

City Recorder

HIGHLAND CITY, a Utah municipality

By: _____

Approved as to Form:

Name: _____

Its: _____

City Attorney

ATTEST:

City Recorder

AMERICAN FORK DEBRIS BASIN COMMITTEE

AMERICAN FORK RIVER DEBRIS BASIN

OUTLET MODIFICATIONS

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	GENERAL STRUCTURAL NOTES
3.	GENERAL STRUCTURAL NOTES & DETAILS
4.	EXISTING SITE AND DEMOLITION PLAN
5.	FOUNDATION PLAN
6.	WALL ELEVATIONS
7.	BRIDGE ENHANCEMENT PLAN & DETAILS
8.	STRUCTURAL DETAILS I
9.	STRUCTURAL DETAILS II
10.	STRUCTURAL DETAILS III

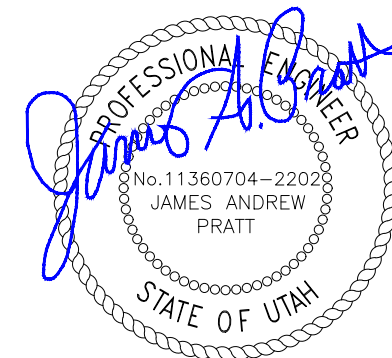


PROJECT LOCATION

CAUTION TO CONTRACTOR

THE CONTRACTOR SHALL BE RESPONSIBLE TO INVESTIGATE AND VERIFY THE ACTUAL LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND FACILITIES AT LEAST 48 HOURS IN ADVANCE OF THE PERFORMANCE OF ANY WORK.

Call before you Dig
Avoid cutting underground utility lines. It's costly.



REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE	
HORIZONTAL	N/A
VERTICAL	N/A

WARNING

0 1

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

HORROCKS
ENGINEERS

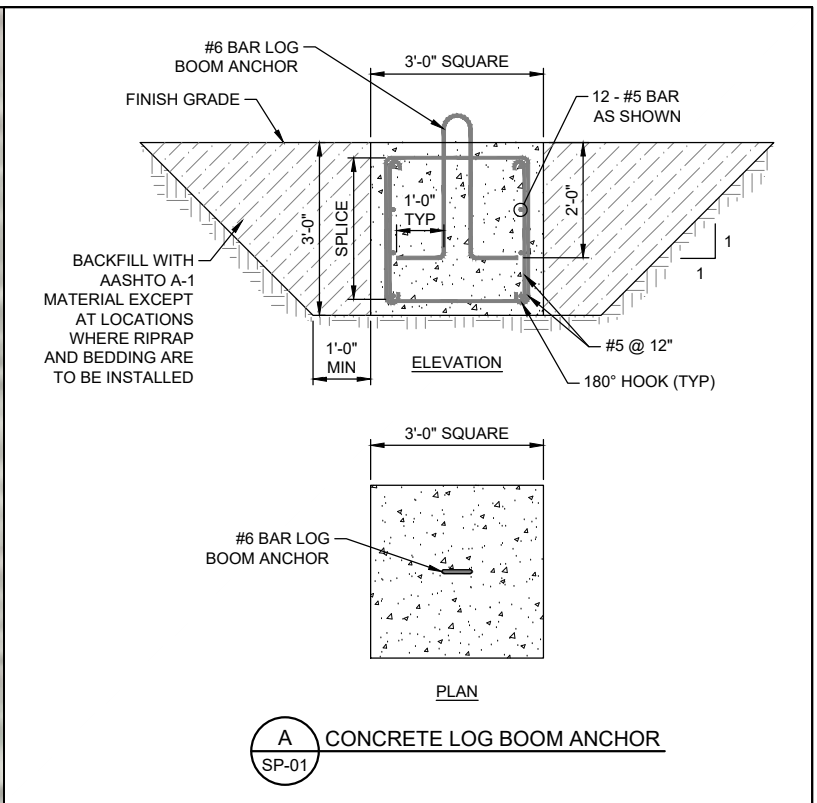
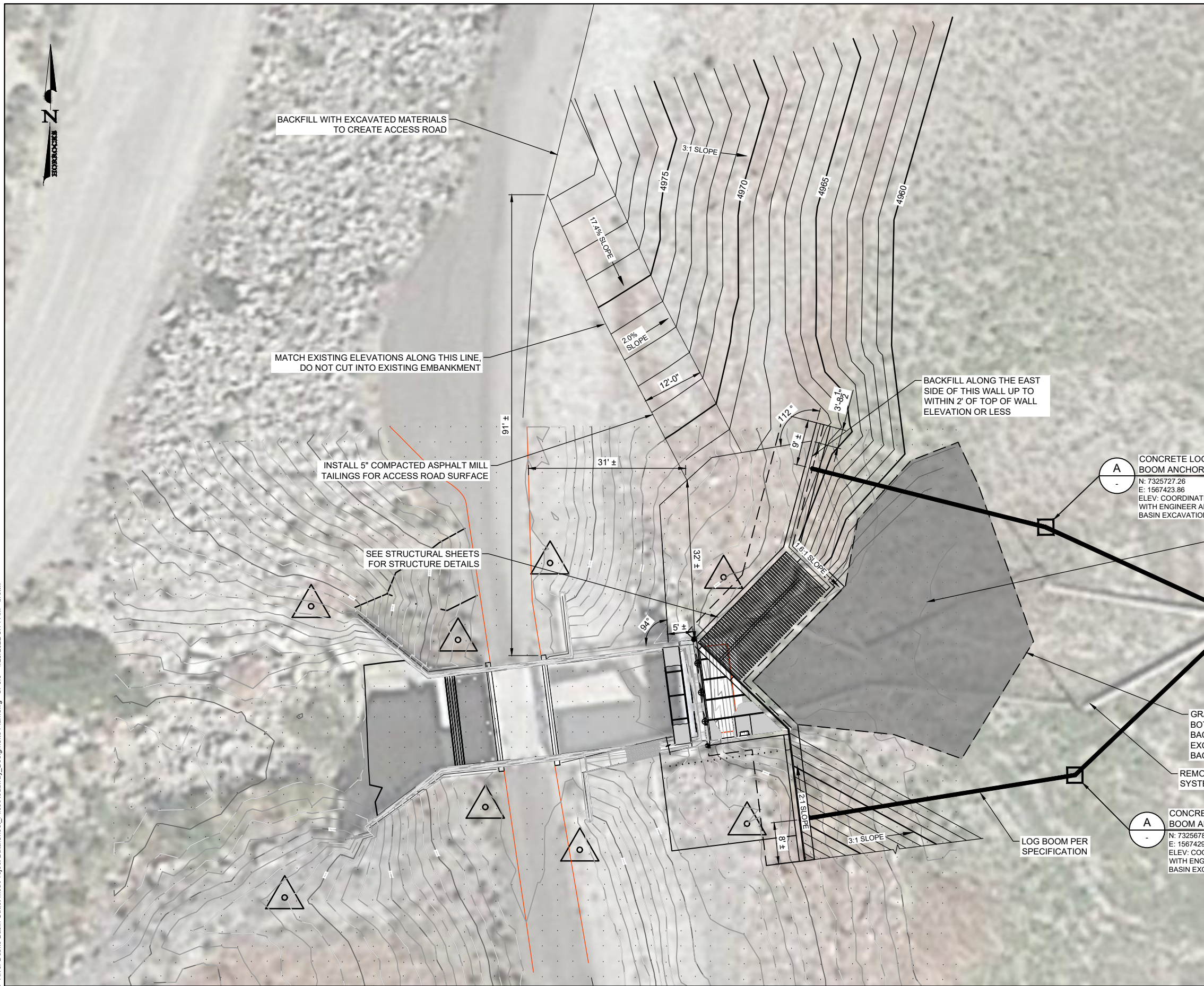
2162 West Grove Pkwy.
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

AMERICAN FORK RIVER DEBRIS BASIN OUTLET

COVER SHEET

DESIGNED	DATE	PROJECT NO.
JAP	09/03/21	UT-2775-2011
DRAWN	DATE	SHEET NO.
JAP	09/03/21	01 OF 10
CHECKED	DATE	DRAWING NO.
BTB	09/03/21	G1.0

Q:\12020\UT-2775-2011 AF River Debris Basin Outlet Mod\Project Data\Sheet - Files\Roadway_Design\Site Plan.dwg - SP3.0 - 1/25/2022 8:14 AM - brettv



A CONCRETE LOG BOOM ANCHOR
 N: 7325727.26
 E: 1567423.86
 ELEV: COORDINATE WITH ENGINEER AFTER BASIN EXCAVATION

EXCAVATE BASIN BOTTOM IN THIS GENERAL AREA TO LOWER BASIN BOTTOM TO BOTTOM OF TRASH RACK ELEVATION. BOTTOM OF TRASH RACK IS APPROXIMATELY 2' BELOW EXISTING GRADE

A CONCRETE LOG BOOM ANCHOR
 N: 7325709.64
 E: 1567462.21
 ELEV: COORDINATE WITH ENGINEER AFTER BASIN EXCAVATION

GRADUALLY TAPER EXCAVATION OUT TO EXISTING BASIN BOTTOM. EXCAVATED MATERIALS TO BE USED AS BACKFILL/EMBANKMENT IF IT MEETS REQUIREMENTS. EXCAVATION AREA WILL VARY DEPENDING ON BACKFILL/EMBANKMENT MATERIAL NEEDS

REMOVE AND DISPOSE EXISTING LOG BOOM SYSTEM, INCLUDING LOGS, POSTS, ANCHORS, ETC.

A CONCRETE LOG BOOM ANCHOR
 N: 7325678.57
 E: 1567429.55
 ELEV: COORDINATE WITH ENGINEER AFTER BASIN EXCAVATION

LOG BOOM PER SPECIFICATION

REV	DATE	BY	DESCRIPTION
REVISIONS			

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



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

AMERICAN FORK RIVER DEBRIS BASIN OUTLET
 SITE PLAN

DESIGNED	DATE	PROJECT NO.
BJW	12/2021	UT-2775-2011
DRAWN	DATE	SHEET NO.
LAJ	12/2021	11 OF 11
CHECKED	DATE	DRAWING NO.
JES	12/2021	SP3.0



CITY COUNCIL AGENDA REPORT ITEM #11

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer PE
Public Works Director/City Engineer
SUBJECT: **CONSTRUCTION CONTRACT:** Approve contract for Highland City Tree Replacement Project
TYPE: **ADMINISTRATIVE:** The Council is acting in an administrative as outlined in the Municipal Code.

PURPOSE:

The City Council will consider accepting the bid from Stratton & Bratt Landscapes, LLC to replace 85 city owned trees. The Council will take appropriate action.

BACKGROUND:

With the adoption of the FY2022 budget, the Council allocated monies for a tree replacement program. In preparation for this project, the City Arborists identified locations where trees had died, been previously damaged/removed, and other locations identified by the Parks Department Superintendent and City Arborist where planting of trees would be beneficial. Maps were generated and marked accordingly, identifying the locations and the best tree types suited for each location.

On March 22, 2022, the Council made the decision to move forward and implement the tree replacement program. The FY2022 budget contains \$150,000 that was allocated to fund the project. At that time, City staff had prepared a bid package to use the entire \$150,000 in planting of replacement trees. However, the Council opted to proceed with a lesser amount, directing staff to proceed with a \$40,000 contractor-installed tree program and allocate approximately \$10,000 for a volunteer-planted tree program.

Funds in the amount of \$50,000 have been included in the FY2023 tentative budget under 10-43-75 for this purpose. Any unused FY2023 funds will be used to

purchase trees for volunteer planting program as directed by the City Council on March 22, 2022.

The reduced project was placed out to bid. It was decided to bid a sufficient number of trees to gain interest of contractors to bid the project. The bid received will address both the FY22 and FY23 tree program in the same contract. Stratton & Bratt Landscapes, LLC provided a bid of \$79,386.00. Their bid included 85 trees in total . The bid is contingent upon tree availability and the ability for the contractor to change some of the variety of trees with the approval of our Parks Department. The location of the trees to be replaced is shown in Attachment 1.

Staff is proposing to fund the contract over two fiscal years. \$40,000 will come from the current (2022) fiscal year and the remaining \$47,325 come from next (2023) fiscal year. \$50,000 has been budgeted in the fiscal year 2023 budget.

A second bid for the project from S & L Inc was received in the amount of \$85,030.

FISCAL IMPACT:

The total cost of the project is \$87,325. As discussed above, \$40,000 will come from the current fiscal year (GL 10-43-75) and it is proposed that the remaining \$47,325 come from next fiscal year from the same account. \$50,000 has been budgeted in the fiscal year 2023 budget.

RECOMMENDATION:

Staff recommends City Council **APPROVE** the contact with Stratton & Bratt Landscape, LLC to implement the tree replacement program for FY22 and FY23 for \$79,386, allocating a 10% contingency of 7,939 to be administered by staff, for a total authorized project construction amount of \$87,325 and **AUTHORIZE** the City Administrator to execute the necessary documents for the project.

PROPOSED MOTION:

I move that City Council **APPROVE** the contract with Stratton & Bratt Landscape, LLC and authorize a contact amount up to \$87,325 for the Highland City Tree Replacement Program and **AUTHORIZE** the City Administrator to sign the necessary contract documents.

ALTERNATIVE MOTION: *(if applicable)*

I move that City Council **DENY** the tree replacement program contract with Stratton & Bratt Landscape, LLC. (City Council to provide appropriate findings and provide further direction to City Staff.)

ATTACHMENTS:

1. Tree Replacement Bid Documents (24 pages)
2. Stratton & Bratt Landscape, LLC Bid
3. S&L Bid

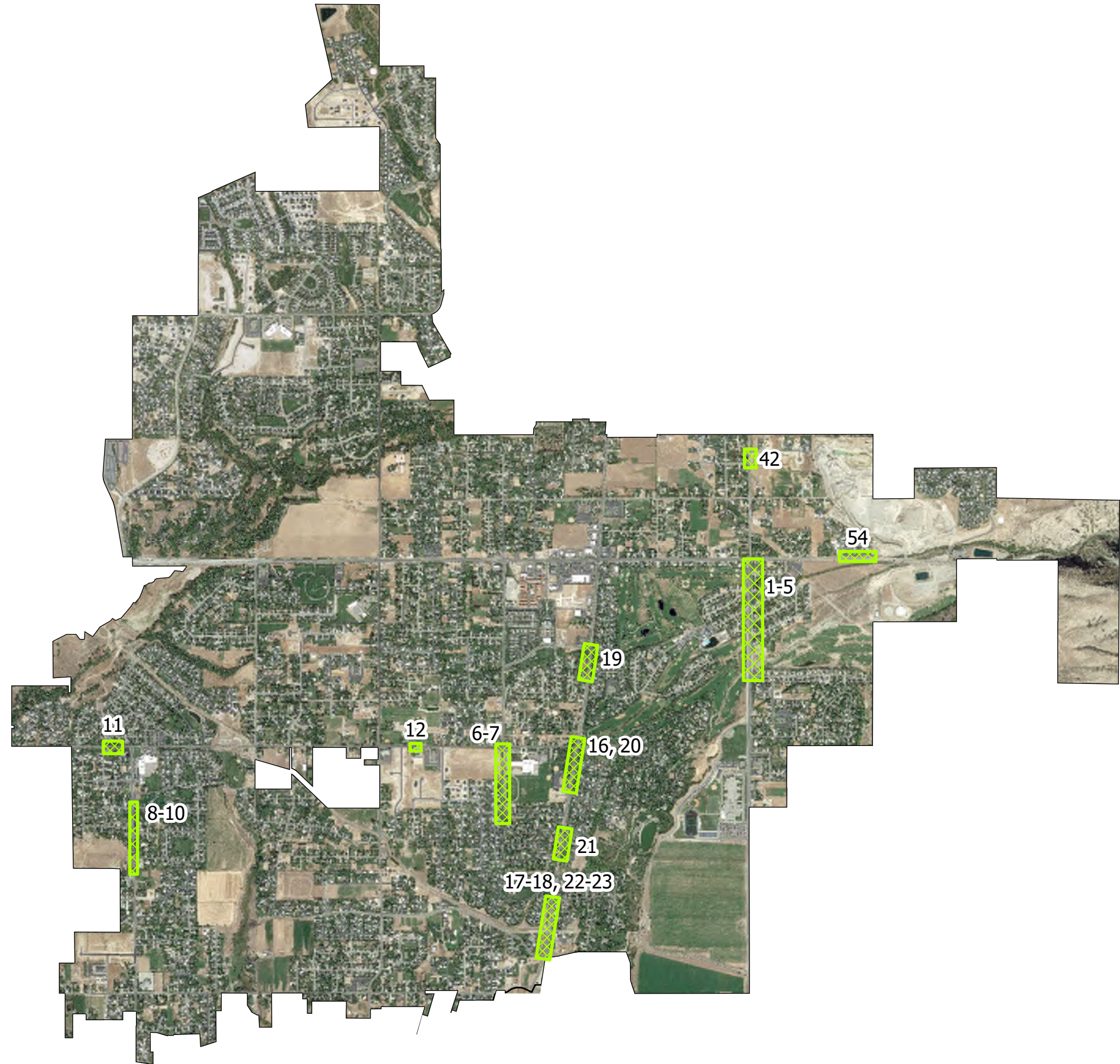
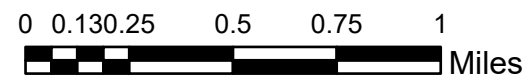
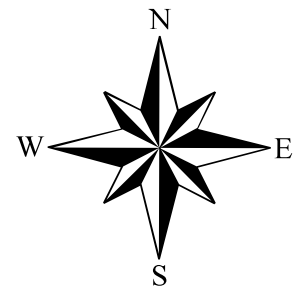


HIGHLAND CITY

TREE REPLACEMENT MAP

Legend

 Areas of Interest



Tree Variety

Variety Number	Common Name	Botanical Name	Count
#1	RedBud	<i>Cercis canadensis</i>	5
#2	Redbud 'Forest Pansy'	<i>Cercis canadensis</i> 'Forest Pansy'	3
#3	Crabapple 'Snow Crystal'	<i>Malus</i> 'JFS KW218MX'	4
#4	Oak Northern Red	<i>Quercus rubra</i>	1
#5	State Street Miyabe Maple	<i>Acer miyabei</i> 'Morton'	3
#6	Cedar of Lebanon	<i>Cedrus libani</i>	3
#7	Golden Raindrops Crabapple	<i>Malus</i> 'Schmidtcutleaf'	5
#8	Electra Blue Deodar Cedar	<i>Cedrus deodara</i> 'Electra Blue'	3
#9	Vanilla Twist Weeping Redbud	<i>Cercis canadensis</i> 'Vanilla Twist'	2
#10	Village Green Zelkova	<i>Zelkova serrata</i> 'Village Green'	5
#11	Kwanzan Flowering Cherry	<i>Prunus serrulata</i> 'Kwanzan'	7
#12	Prairifire Flowering Crab	<i>Malus</i> 'Prairifire'	4
#13	Royal White Redbud	<i>Cercis canadensis</i> 'Royal White'	1
#14	Royal Burgundy Ornamental Cherry	<i>Prunus serrulata</i> 'Royal Burgundy'	5
#15	Baldcypress	<i>Taxodium distichum</i>	0
#16	Japanese Tree Lilac	<i>Syringa reticulata</i>	3
#17	Sycamore	<i>Platanus occidentalis</i>	0
#18	Bristlecone Pine	<i>Pinus aristata</i>	2
#19	Horstmann Blue Atlas Cedar	<i>Cedrus atlantica</i> 'Horstmann'	1
#20	Blue Atals Cedar	<i>Cedrus atlantica</i> 'Glauca'	0
#21	Vanderwolf's Pine	<i>Pinus flexilis</i> 'Vanderwolf's Pyramid'	0
#22	Zumi Crabapple	<i>Malus</i> × zumi 'Calocarpa'	3
#23	Autumn Purple White Ash	<i>Fraxinus americana</i> 'Autumn Purple'	0
#24	Crimson Sentry Norway Maple	<i>Acer platanoides</i> 'Crimson Sentry'	0
#25	Pacific Sunset Maple	<i>Acer</i> 'Warrenred'	5
#26	Green Vase Zelkova	<i>Zelkova serrata</i> 'Green Vase'	0
#27	Accolade Elm	<i>Ulmus</i> 'Morton'	0
#28	Ruby Vase Parrotia	<i>Parrotia persica</i> 'Ruby Vase'	10
#29	Royal Raindrops Flowering Crab	<i>Malus</i> 'JFS-KW5'	0
#30	Canada Red Select Chokecherry	<i>Prunus virginiana</i> 'Canada Red Select'	4
#31	Musashino Zelkova	<i>Zelkova serrata</i> 'Musashino'	3
#32	Autumn Brilliance Serviceberry	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance (tree form)'	3
#33	Bur Oak	<i>Quercus macrocarpa</i>	0
#34	Sycamore Maple	<i>Acer pseudoplatanus</i>	0
#35	Columnar Norway Maple	<i>Acer platanoides</i> 'Columnare'	0
#36	Snowdrift Crabapple	<i>Malus</i> 'Snowdrift'	0
#37	Radaint Crab	<i>Malus</i> Radiant	0
#38	Bigtooth Maple	<i>Acer Grandidentatum</i>	0
#39	Golden Rain Tree	<i>Koelreuteria paniculata</i>	0
#40	Shademaster Honeylocust	<i>Gleditsia triacanthos</i> 'Shademaster'	0
#41	Greenspire Linden	<i>Tilia cordata</i> 'Greenspire'	0
#42	Ponderosa Pine	<i>Pinus ponderosa</i>	0
Total:			85

4800 Missing Trees

3 located on east side of 4800, corner of SR92 and 4800, north of Wasatch Dr cul-de-sac

Legend

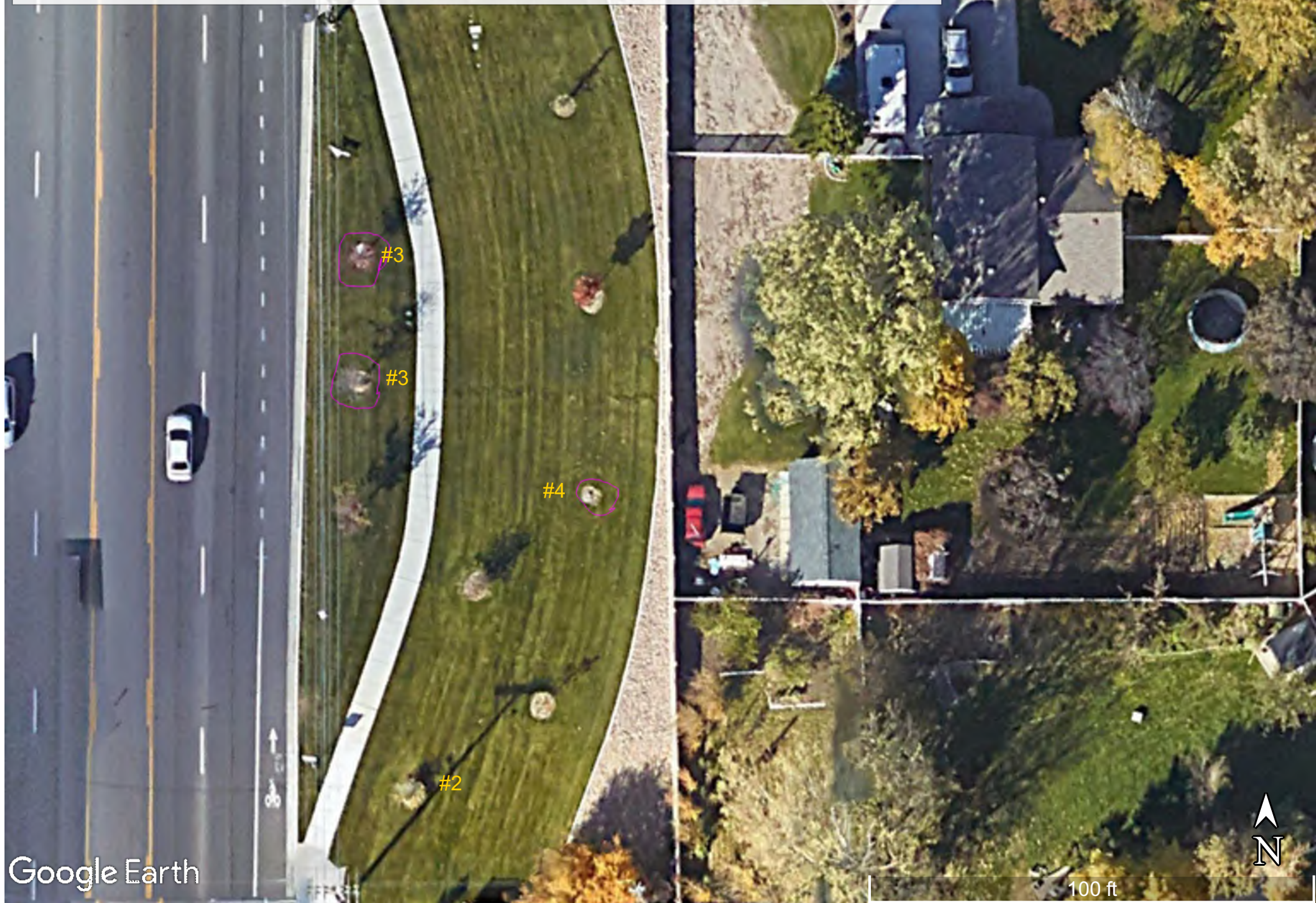


Google Earth

4800 Missing Trees

3 located on east side of 4800, north of 4800 and Panorama Dr intersection, south of Wasatch Dr cul-de-sac

Legend



Google Earth

4800 Missing Trees

1 located just east of Greens of Highland Bathroom/Lift Station
Located near corner of 4800 and Caddie Ln

Legend



Google Earth

4800 Westside Section 1 Missing Trees

Located between SR92 and Panorama Dr

Legend

#3

#6

Google Earth

200 ft



4800 Westside Section 3 Missing Trees

Located between Country Club Dr and Vista Dr

Legend

6

Google Earth



100 ft

5600 Section 1

Located between W 10400 N and Natalie Ln

Legend
○ Untitled Polygon

#11

#13

#14

#14

#14

#14

#14

#11

#11

#11

#7

Google Earth

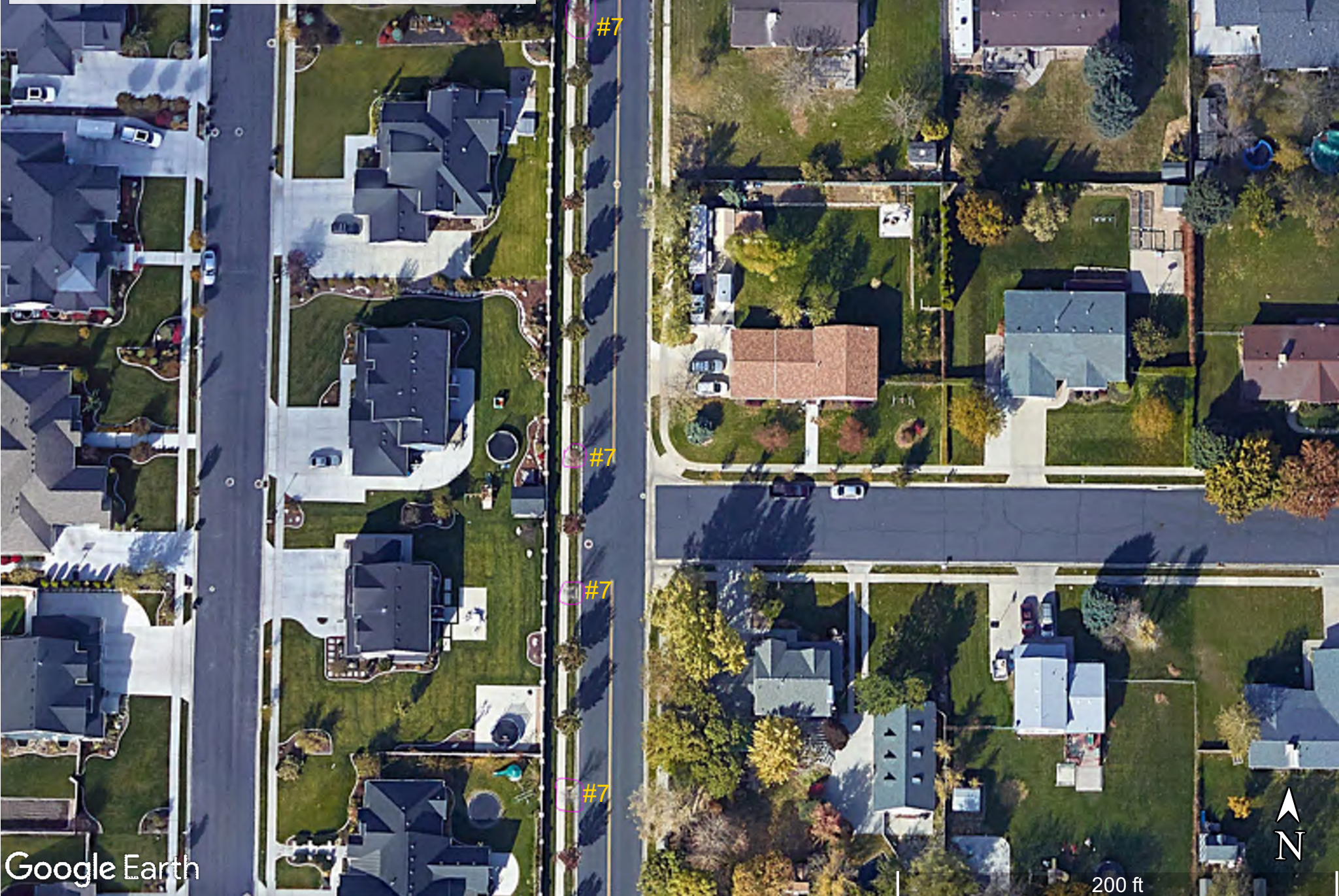


600 ft

5600 Section 2 Missing Trees

Section is located between W 10030 N and Natalie Ln
Missing trees located between W 10130 N and W 10030 N

Legend



Google Earth

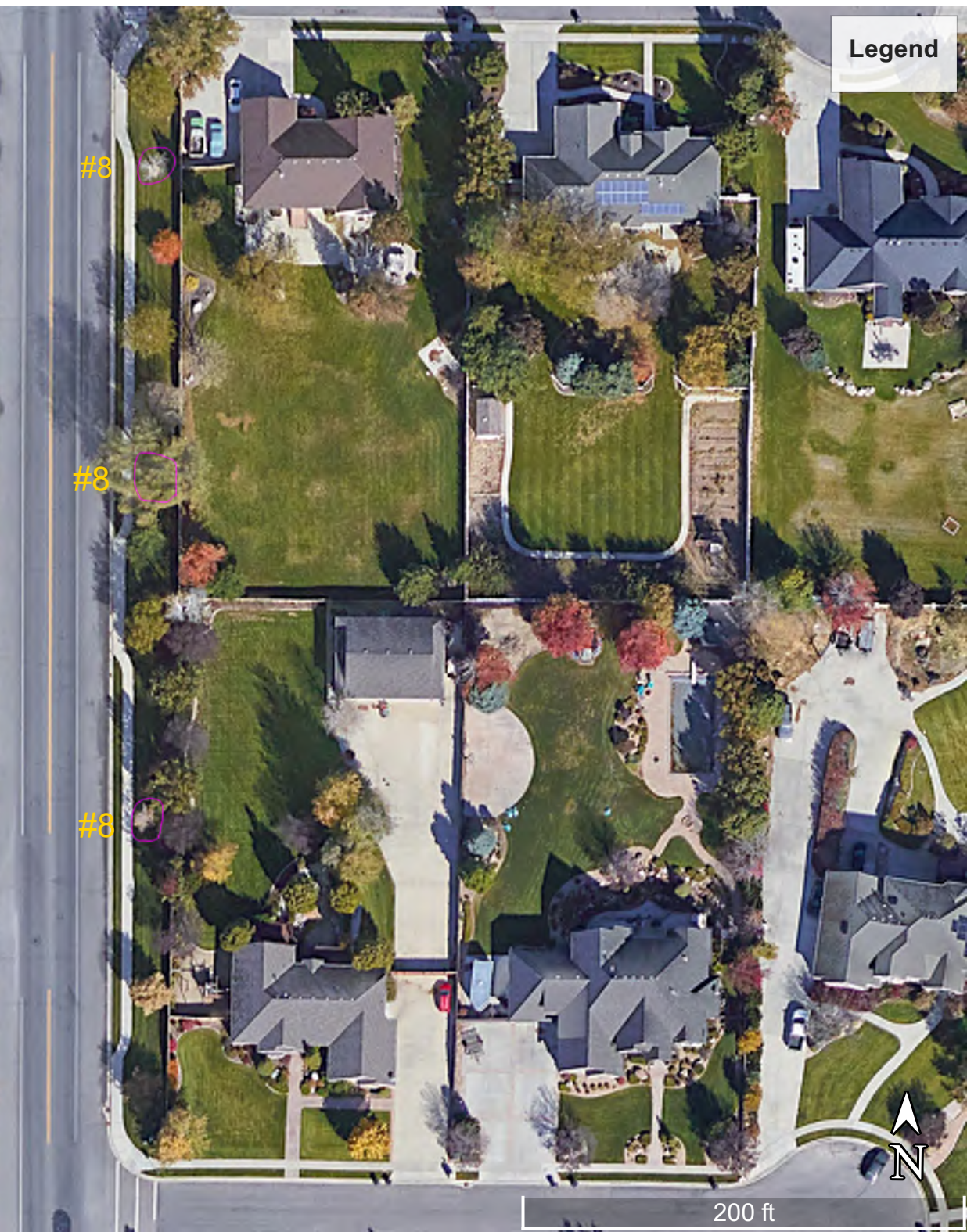


200 ft

6800 Section 2 Missing Trees

Located between W 10205 N and W 10125 N
1 is south of fire hydrant
Other 2 are north of fire hydrant

Legend

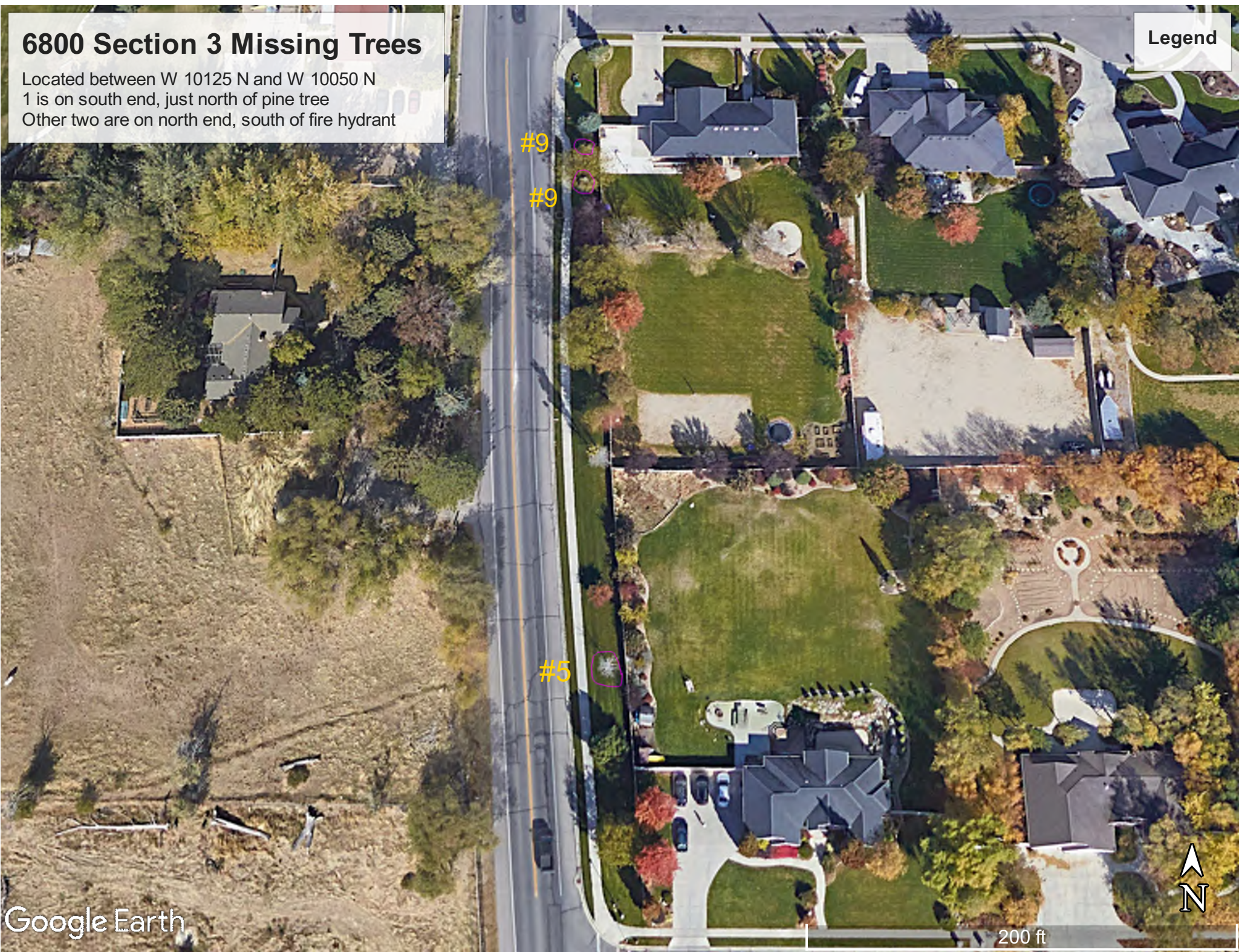


Google Earth

6800 Section 3 Missing Trees

Located between W 10125 N and W 10050 N
1 is on south end, just north of pine tree
Other two are on north end, south of fire hydrant

Legend



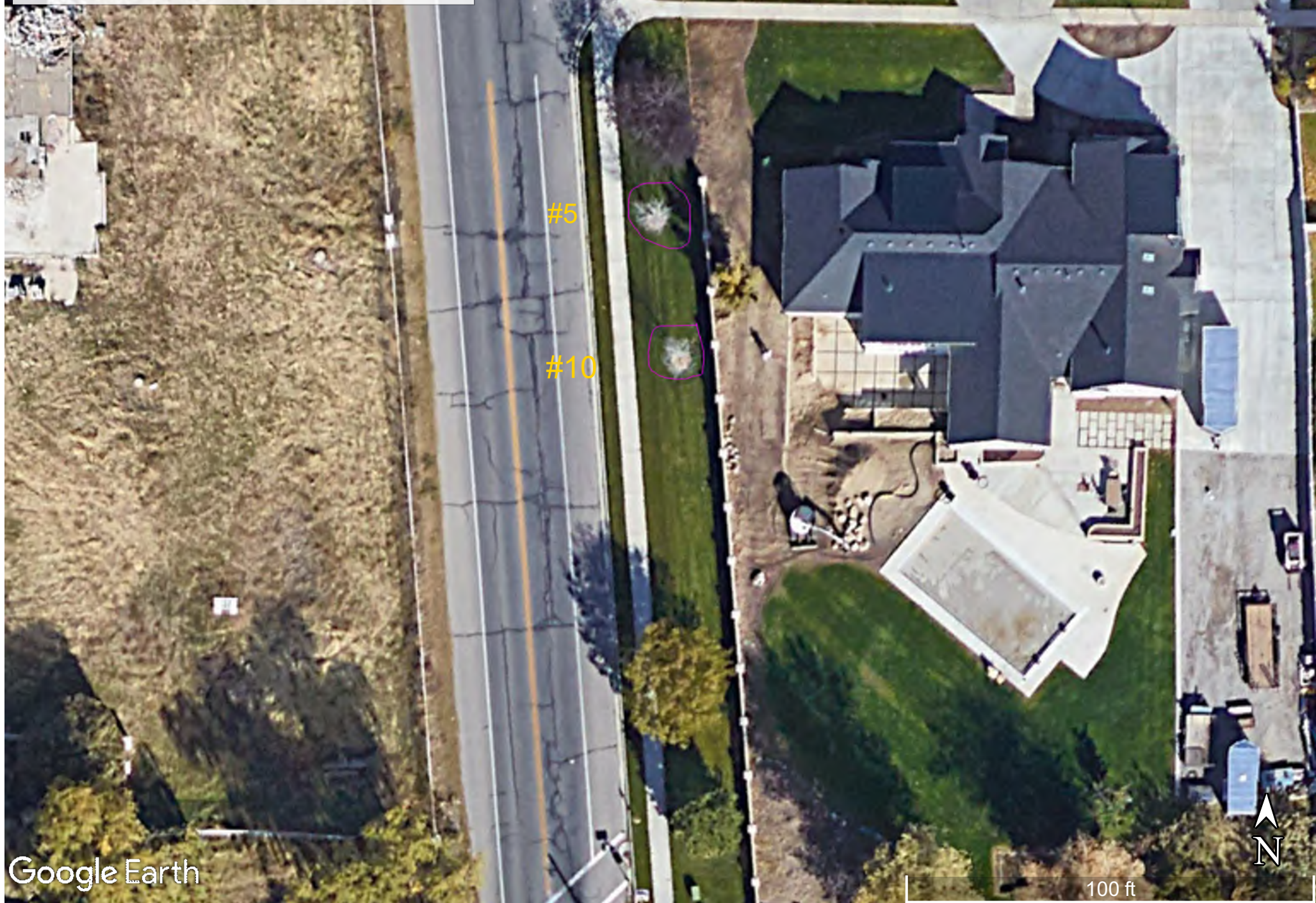
Google Earth

200 ft

6800 Section 4 Missing Trees

Located south of W 10050 N

Legend



Google Earth

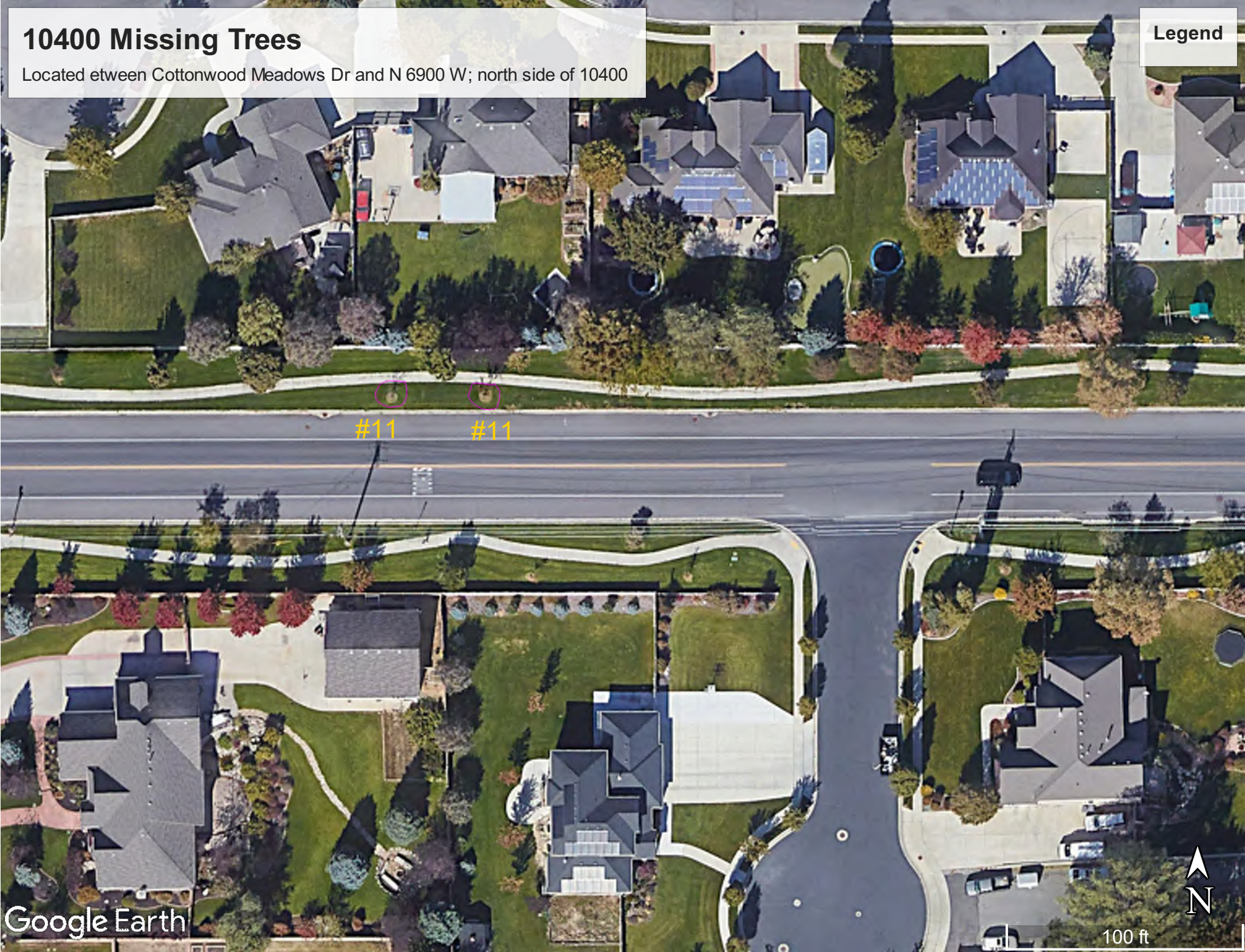
100 ft



10400 Missing Trees

Located etween Cottonwood Meadows Dr and N 6900 W; north side of 10400

Legend



Google Earth

10400 Missing Trees

Section is located between N 5950 W and N Mountain Ridge Way

Legend

#12

Google Earth

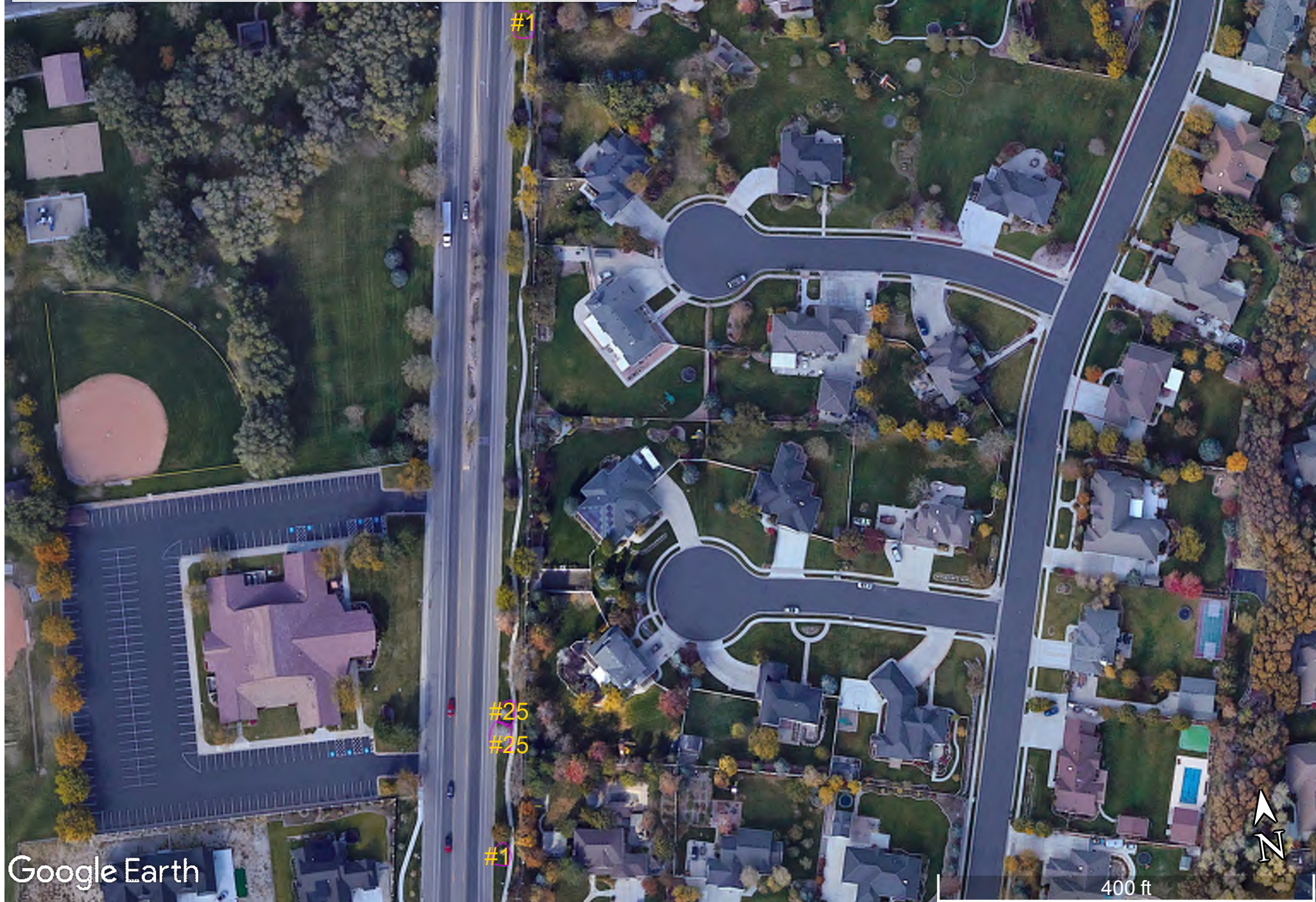


100 ft

Alpine Highway Section 4 Missing Trees

Located between 10400 and 10220

Legend



Google Earth

Alpine Highway Section 7 Missing Trees

Located between W 9910 N and Hidden Dr

Legend

#28

#28

#28

#28

Google Earth



100 ft

Alpine Highway Section 7 Missing Trees

Located between Murdock Canal Trail and West Pebble Lane

Legend

#11

Google Earth



100 ft

Alpine Highway Island 2 Missing Trees

Located between W 10700 N and W 10610 N

Legend

#28

#28

#28



100 ft

Google Earth

Alpine Highway Island 3 Missing Trees

Located between W 10400 N and W 10220 N

Legend

#28

#28

#30

#30

#30

SCHOOL

Google Earth



100 ft

Alpine Highway Island 4 Missing Trees

Located between W Pk Rd and W 10030 N

Legend

#30

#31

#31

#31

#32

#32

#32



300 ft

Alpine Highway Island 6 Missing Trees

Located between W 9910 N St and Hidden Dr

Legend

#28



200 ft

Google Earth

Alpine Highway West Side Missing Trees

Located between Murdock Canal Trail and Canal Blvd

Legend



#25

#25

#25

#10

#10

#10

#10

Google Earth

200 ft



North 4800 W

Located south of Stoney Brooke Ln

Legend

#69

#18

#18

Google Earth

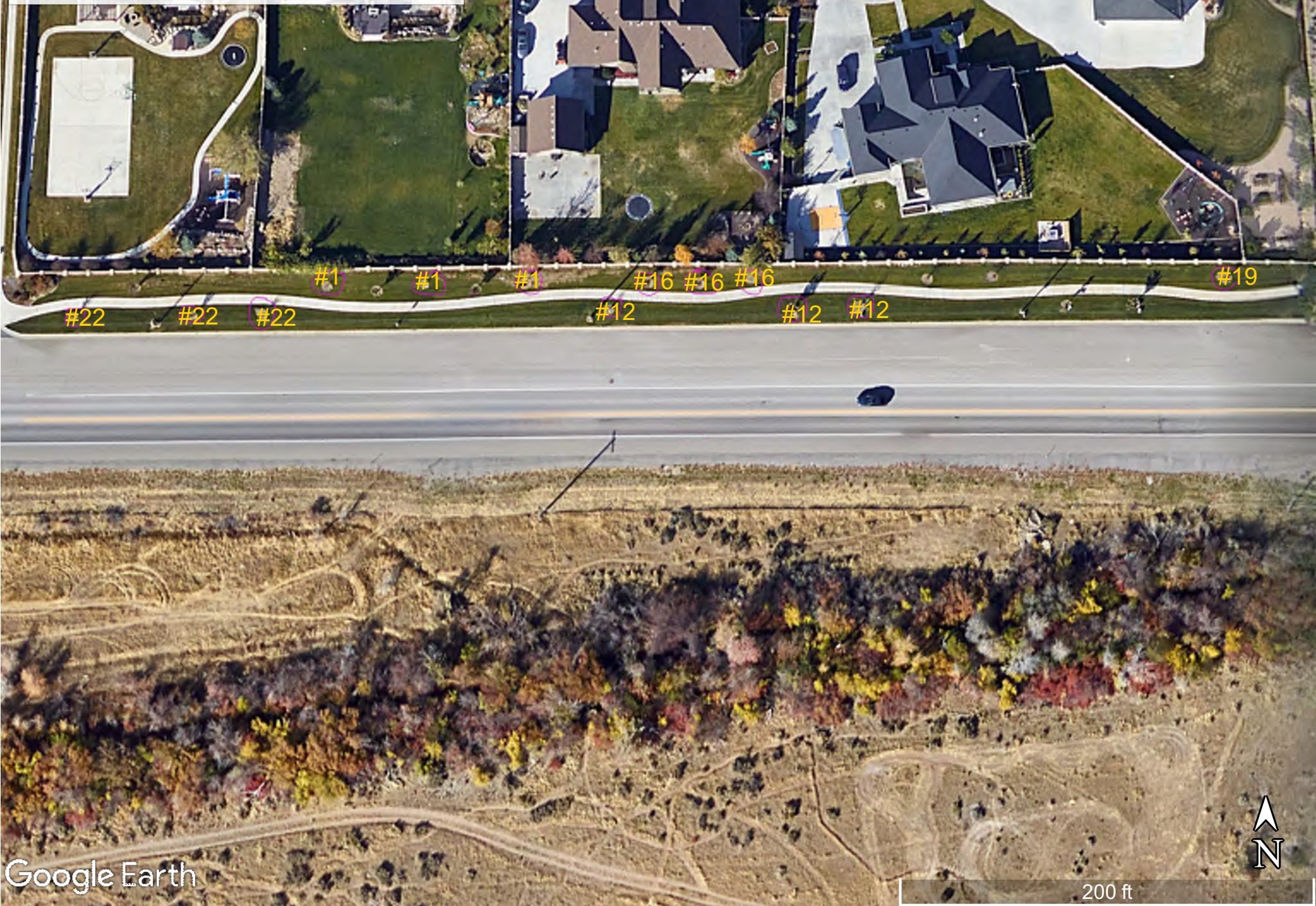


100 ft

SR92 Spruces Missing Trees

Located near corner of Spruce Dr and W 11000 N

Legend



Google Earth



**STRATTON
& BRÄTT**
Landscapes, LLC

# of Trees			Highland City Trees	Replacement	
				nt Size if Changed	Replacement Species if Changed
5	Cercis Canadensis	Redbud	2"	#15	
3	Cercis canadensis Forest Pansy	Forest Pansy Redbud	2"	#15	
4	Malus JFSKW218MX	Crabapple 'Snow Crystal'	2"	2.5"	Spring Snow Crabapple
1	Quercus Rubra	Northern Red Oak	2"		
3	Acer Miyabei 'Morton'	State Street Miyabe Maple	2"		
3	Cedrus Libani	Cedar of Lebanon		6-7'	
5	Malus Schmidtcutleaf	Golden Raindrops Crabapple	2"		Starlight Crabapple
3	Cedrus Deodara 'Electra Blue'	Electra Blue Deodar Cedar		8'	Blue Atlas Cedar +
2	Cercis Canadensis Vanilla Twist	Vanilla Twist Weeping Redbud	2"	#15	
5	Zelkova Serrata 'Village Green'	Village Green Zelkova	2"		
7	Prunus Seruulata Kwanzan	Kwanzan Flowering Cherry	2"		
4	Malus Prairifire	Prairifire Flowering Crab	2"		
1	Cercis Canadaensis 'Royal White'	Royal White Redbud	2"	#15	Merlot Redbud
5	Prunus serurulata Royal Burgundy	Royal Burgundy Ornamental Cherry	2"		
3	Syringa reticulata	Japanese Tree Lilac	2"	#25	
2	Pinus Aristata	Bristlecone Pine		5-6'	
1	Cedtrus Atlantica Hortsmann	Hortsmann Blue Atlas Cedar		4-5'	
3	malus x zumi Calocarpa	Zumi Crabapple	2"		Indian Crabapple
5	Acer Warrenred	Pacific Sunset Maple	2"	#25	
10	Parrotia Persica Ruby Vase	Ruby Vase Parrotia	2"	#20	
4	Prunus virginiana Canada Red Select	Canada Red Select Chokecherry	2"		

3	Zelkoava Serrata Musashino	Musashino Zelkova	2"	#25
3	Amelanchier X grandiflora Autumn Bri	Autumn Brilliance Serviceberry	2"	#15

85

Andy, If the above substitutes are acceptable, we can do this work for \$79,386.00. This would include removing the existing dead trees, furnishing and planting the trees as indicated above, doing the first watering (deep watering), staking the trees (three stakes with rubber cinch ties), Blue Staking, and irrigation repairs (see allowance for repairs below). NOTE: We have not allowed to guarantee the trees other than to guarantee that the trees would be healthy upon planting. We would want Highland City to inspect these trees before and as we plant them to assure S&B and the Owner are satisfied they are healthy trees and being planted properly. We intend to have Jason Laws, one of our and the State's best arborist oversee this project. Included in this bid is an allowance of \$3,610.00 to repair existing irrigation if needed. There are a few trees that may be smaller than what the Owner desires. We could recommend larger trees of a different variety if desired. We feel confident that we can plant these trees by June 30th if we are given the approval within the next two weeks. Our suppliers may not have some of these varieties or sizes by then and we may have to suggest alternates. The sooner we know, the sooner we can secure the trees. Thank you!

PROPOSAL



INCORPORATED

S&L Incorporated
 935 West Center Street
 Lindon, Utah 84042
 Phone: (801) 785-8458
 Fax: (801) 785-8453

PROPOSAL NO.: 1

SUBMITTAL DATE: 5/11/2022

S&L JOB NO.:

OWNER PROJECT NO.:

OWNER CHANGE ORDER NO.:

TO:	Highland City
PROJECT:	Tree Replacement
DATE:	05/11/22
ATTN:	Andy Spencer
EMAIL:	aspencer@highlandcity.org
PHONE:	

S&L APPROVAL:

INITIAL	DATE

Phase/Task	Category	Amount

Tree install w/irrigation repair at various locations

PAY ITEM	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	EQUIPMENT	UNIT PRICE	AMOUNT
1	Install Trees	Ea	85	\$ 375.00	\$ 250.00	\$ 175.00	\$800.00	\$68,000.00
2	Remove old trees/root ball	Ea	85	\$ 25.00	\$ 25.00		\$50.00	\$4,250.00
3	Irrigation Repair/adjustment	Ea	85	\$ 20.00	\$ 10.00		\$30.00	\$2,550.00
4	Mobilization	Ea	1	\$ -	\$ 2,500.00		\$2,500.00	\$2,500.00
							SUB-TOTAL:	\$77,300.00
							P&O @ 10%:	\$7,730.00
							TOTAL:	\$85,030.00



CITY COUNCIL AGENDA REPORT

ITEM #12

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Stephannie Cottle
City Recorder
SUBJECT: RESOLUTION/AGREEMENT: Amended Agreement with Timpanogos
Special Service District
TYPE: ADMINISTRATIVE: The Council is acting in an administrative capacity as
outlined in the Municipal Code.

PURPOSE:

The City Council will review a proposed amendment to the sewer treatment services contract and collection maintenance agreement with Timpanogos Special Services District. The Council will take appropriate action.

BACKGROUND:

Timpanogos Special Service District (TSSD) provides sewer treatment services for north Utah County. Highland City's agreement with TSSD expired in July 2019. The District is updating all the member city agreements to be renewed at the same time. This will allow all the cities contracts to be on the same time frame and can provide some financial advantage for the district in financing/bond negotiations.

The new agreement addresses the following:

- Impact fee laws and defines a formula Cities will use to calculate impact fees assessed by TSSD
- Combines the previous supplemental Collection System Maintenance Agreement into this agreement
- Identifies TSSD trunk line locations as protected records, as it relates to GRAMA
- Modifying or vacating easements which could impact TSSD ability to perform services

FISCAL IMPACT:

No fiscal impact due to signing the amended agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the amended agreement with Timpanogos Special Service District.

PROPOSED MOTION:

I move that City Council approve the resolution and direct the Mayor to execute the amended agreement with Timpanogos Special Service District.

ATTACHMENTS:

1. Resolution
2. Agreement

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE 2022
AMENDED AND RESTATED SEWER TREATMENT SERVICES CONTRACT AND
COLLECTION MAINTENANCE AGREEMENT WITH THE TIMPANOGOS SPECIAL
SERVICE DISTRICT**

WHEREAS, the Highland City has previously authorized and entered into agreements with the Timpanogos Special Service District (“District”) regarding the collection and treatment of sewage;

WHEREAS, the previous agreement with the District has expired;

WHEREAS, the City desires to continue to contract with the District for sewage collection and treatment services;

WHEREAS, the District has proposed the parties enter into the 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement (the “2022 Agreement”), which provides for terms, costs, and conditions of the District’s sewage collection and treatment services and the parties’ responsibilities and obligations regarding use and maintenance of the City’s and District’s respective sewage lines and facilities;

WHEREAS, the City Council finds that the execution and performance of the 2022 Agreement will benefit and provide needed services for the residents of Highland City and that it is in the interest of the City to enter into the Agreement;

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

1. The City Council approves of Highland City entering into the 2022 Amended and Restated Sewer Treatment Services Contract and Collection Maintenance Agreement with the Timpanogos Special Service District.
2. The City Council authorizes the Mayor and City Staff, as necessary, to execute and carry out the 2022 Agreement according to the terms set forth therein.
3. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2022.

Kurt Ostler
Mayor

ATTESTED:

Stephannie Cottle
City Recorder

COUNCIL MEMBER	YES	NO
Timothy A. Ball	<input type="checkbox"/>	<input type="checkbox"/>
Brittney P. Bills	<input type="checkbox"/>	<input type="checkbox"/>
Sarah D. Petersen	<input type="checkbox"/>	<input type="checkbox"/>
Kim Rodela	<input type="checkbox"/>	<input type="checkbox"/>
Scott L. Smith	<input type="checkbox"/>	<input type="checkbox"/>

**2022 AMENDED AND RESTATED SEWER TREATMENT SERVICES CONTRACT AND
COLLECTION MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2022, by and between the TIMPANOGOS SPECIAL SERVICE DISTRICT, Utah County, Utah, a body politic and corporate and a quasi-municipal public corporation, distinct from each county and municipality in which it is located, of the State of Utah (the “District”), and HIGHLAND CITY, Utah County, State of Utah, a municipal corporation of the State of Utah (the “City”),

Witnesseth:

WHEREAS, the City and the District previously entered into a Sewer Treatment Services Contract and/or extensions, amendments and/or Supplementary Agreements thereto as well as a Collection Systems Maintenance Agreement (the “Prior Service Contracts”) for the purpose of defining and establishing their respective rights and responsibilities with respect to sewage treatment service, the construction, operation and maintenance of sewage treatment and sludge disposal facilities by the District, and collection systems maintenance to serve the City; and

WHEREAS, the District and the City desire to restate, amend and modify the agreement between them originally contained in the Prior Service Contracts in order to continue their rights and responsibilities with respect to sewage treatment services, the construction, operation and maintenance of sewage treatment and sludge disposal facilities of the District and collection systems maintenance to serve the City and other municipalities;

NOW, THEREFORE, the District and the City hereby agree and covenant as follows:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 101. (a) Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Agreement, have the meanings herein specified.

“Agreement” means this 2022 Sewer Treatment Services Contract as amended and supplemented from time to time.

“City” means Highland City, Utah County, Utah, a municipal corporation duly organized under the laws of Utah.

“City Council” means the City Council of the City or any successor governing body of the City as provided by law.

“Collection System” means the sewage facilities of the City used in connection with the collection and disposal of sewage, including improvements, extensions, and additions thereto which may be made while this Agreement remains in effect.

“District” means the Timpanogos Special Service District, Utah County, Utah, a special service district located in the State of Utah duly organized and existing under the provisions of the Utah Special Service District Act.

“System” means the sewage treatment facilities of the District, and all other improvements, facilities, or property used in connection with the collection, treatment and disposal of sewage, including all improvements, extensions, and additions thereto which may be made while this Agreement remains in effect, and including all property, real, personal and mixed, of every nature now or hereafter owned by the District and used or useful in the operation of its sewage treatment facilities.

“Televising Unit” means the equipment capable of televising and recording the condition of sewer lines.

“Combination Unit” means the equipment capable of cleaning sewer lines.

“Unit” refers to a Televising Unit and a Combination Unit collectively.

Section 102. The Agreement is adopted pursuant to the provisions of the Limited Purpose Local Government Entities Title 17D, Chapter 1, and Title 17B, Chapter 1 of the *Utah Code Annotated* (1953, as amended).

Section 103. This Agreement is entered into for the purpose of providing for the sale by the District and the purchase by the City of sewage treatment services provided by the System and to establish and define the rights and responsibilities of the District and the City with respect to operation, service, and maintenance of the System.

Section 104. This Agreement replaces and supersedes in their entirety the Prior Service Contracts.

ARTICLE II

TREATMENT SERVICES TO BE PROVIDED

Section 201. From time to time the District has constructed, added to, improved or extended the System and anticipates that it will do so in the future as well as it shall continue to operate and maintain the System. The System shall at all times be operated and maintained in compliance with applicable State and Federal discharge requirements. The District shall at all times obtain and maintain all necessary licenses and permits required to operate and maintain the System and shall comply with all applicable laws and regulations.

Section 202. The District shall provide sewage treatment services to the City in accordance with the terms and provisions of this Agreement. Should the capacity of the System be exceeded, the City shall continue to have access to the System on a proportional basis with other cities located within the boundaries of the District, based on a proportion taken from a comparison of a 3-year history of the volume and character of sewage discharge by each such city.

ARTICLE III

COLLECTION SYSTEMS MAINTENANCE

Section 301. The District shall have the following duties and obligations regarding system maintenance, (the "Collection Systems Maintenance"):

(a) From time-to-time the District shall televise, record and clean portions of the existing sewer system of the City (except for service lateral lines), report the results thereof to the City and, upon written request of the City, make available to the City for reviewing and copying any video tape taken of the lines.

(b) The District shall televise new interceptor lines installed from time to time in the City to check for leaks in said lines, report the results thereof to the City and, upon written request of the City, make available to the City for reviewing and copying any video tape taken of the lines.

(c) Each calendar year, the District shall, if requested by the City, televise and/or clean the sewer system of the City and new interceptor lines installed in the City as provided above, for a percentage of normal working time in each calendar year less four weeks which is at least equal to the percentage of the City's portion of the total influent to the District in the preceding calendar year of all political subdivisions within the District that utilize the

Collection Maintenance Services provided herein. The District shall not be required to provide service to the City in any calendar year in excess of the above-stated percentage unless emergency conditions require additional service.

(d) The District shall provide the City with a schedule setting forth the respective sewer lines to be serviced, the service to be performed on the lines, and the dates such services will be performed on the lines (the “Service Schedule”). The District shall provide the City with the Service Schedule at least thirty (30) days prior to the time of the scheduled services. The District may deviate from the Service Schedule in the event of emergencies which occur in other municipalities for which the District has similar obligations to provide services with the Unit. In the event of any emergency which requires the District to deviate from the Service Schedule, the District shall promptly notify the City of the need to deviate from the Service Schedule and shall within five (5) business days provide the City with a revised Service Schedule.

(e) The District shall clean the sewer lines of the City in cases of emergency (except for house service lateral lines), when so notified by the City that an emergency exists.

Section 302. The City shall have the following duties and obligations regarding Collection Systems Maintenance:

(a) The City shall be responsible for any necessary construction and repairs of its sewer system, including any necessary repair of defects discovered by the District while using the Unit.

(b) The City shall, as funding becomes available, maintain its manholes up to

grade, at the proper elevation, and easily accessible to the District. The District will not be required to provide any service for lines where the related manholes are not up to grade, at the proper elevation and easily accessible to the District.

(c) The City shall provide one City employee to assist the District in operating and using the Unit when traffic control requires three people to operate and manage the Unit and when one operator of the Unit is required to enter a manhole. The City shall also provide one City employee to assist the District in operating and using the Unit when one of the two District employees trained to operate the Unit is ill, on vacation or for any other reason is unable to operate the Unit. If no City employee is available to assist when specified, the service to the City will be rescheduled as promptly as possible in relation to the District's obligation to provide services to other municipalities.

(d) In the case of emergencies related to the sewer system, the City shall send a City employee to assess the emergency situation.

Section 303. As to Collection Systems Maintenance, the Parties further agree as follows:

(a) The District shall have no liability for any flooding or damage resulting from the condition or proper cleaning of the sewer lines, and the City assumes all responsibility and liability for any such flooding or damage.

(b) The District shall be under no obligation under this Agreement with respect to the cleaning or other service of house service lateral lines or other privately owned lateral lines.

(c) Each party hereto shall be liable for, and shall hold the other harmless from, all costs, damages, and losses resulting from the negligence of said party or its respective

agents, officers, employees or servants. Failure to discover a latent defect or problem in the structural integrity of the lines shall not be considered negligence.

(d) It is understood by the parties hereto that the cleaning function of the Unit is accomplished by force of liquid under pressure. The parties hereto agree that the City shall be liable for any cost, damage or loss resulting from or related to the existing conditions of the line such as, but not limited to, protruding lateral lines or weak tile lines.

(e) As provided for in Article IV of this Agreement, the provisions for Collection Systems Maintenance set forth herein do not and nothing herein shall be interpreted to constitute a transfer of any interest whatsoever in and to the sewer lines within the City's sewer system and the District expressly agrees that the City shall continue to own all such sewer lines within its sewer system.

ARTICLE IV

CITY RESPONSIBLE FOR OWN SYSTEM AND PRESERVATION OF DISTRICT'S SYSTEM

Section 401. The City hereby acknowledges that it shall bear any and all costs of constructing, operating, maintaining, and repairing its sewage Collection System, including lines necessary to extend said system to the interceptor lines constructed or owned by the District and that the District shall not bear any such costs or be responsible for constructing, operating, maintaining, adding to or improving said system of the City.

Section 402. Delivered herewith is a map that depicts the location of the District's interceptor lines and the City's Collection System. The City shall not take any action that could interfere with the operation and maintenance of the District's interceptor lines, including, but not limited to, modifying or vacating public rights of ways or public utility easements.

Section 403. The location of the District’s System and the location of that System’s connection with City’s Collection System are **PROTECTED RECORDS** as the disclosure of such could jeopardize the life or safety of an individual and/or jeopardize the security of governmental property, or governmental programs from damage or use contrary to the law or public policy. As such no such disclosure is permitted except as may be permitted by the Utah Governmental Records Access and Management Act.

ARTICLE V

INDUSTRIAL AND OTHER SPECIAL DISCHARGES

Section 501. The District has and will maintain and update a Pretreatment Program that is approved by the State of Utah and complies with Federal pretreatment standards, including those contained in 40 CFR (Code of Federal Regulations) Part 403 (the “Pretreatment Program”). The Pretreatment Program is to prevent the introduction of pollutants into the System which will interfere with the operation of the System or contaminate the resulting sewage sludge; prevent the introduction of pollutants into the System which will pass through the treatment works into receiving waters or the atmosphere or otherwise be incompatible with the work; and, improve opportunities to recycle and reclaim wastewaters and the sludge resulting from wastewater treatment. The City shall adopt by ordinance, at least as stringent, the District’s Pretreatment Program as may be amended from time to time.

Section 502. The District reserves the right to approve or disapprove the discharge of any wastes other than sewage to any sewer system which sends wastewater to the System. All industrial discharge of any wastes other than sanitary facility wastes shall require prior written approval of the District, shall comply with Federal pre-treatment standards, and shall be subject to special charges

as determined by the District. Discharges of unusual wastes from other sources shall also be subject to prior written approval of the District.

Section 503. Special permits granted for industrial or other unusual discharges may be revoked by the District upon ninety (90) days' notice from the District to the City, if, as determined by the District, the discharge results in excessive operational problems or constitutes an unexpectedly large threat to the integrity of the System, which cannot be recompensed by increasing the special charge. Any discharges after such ninety (90) day period shall be considered unapproved and shall be subject to the conditions above stated.

ARTICLE VI

COST OF SERVICES AND PAYMENT

Section 601. The City hereby agrees to promptly pay all charges which are assessed by the District in accordance with this Agreement.

Section 602. Each city and other user of the District facilities shall be billed monthly or at such greater time intervals as shall be determined by the District. In no event shall the District bill the City less frequently than annually. Such amount so billed shall be due and payable within thirty (30) days after the date of the billing.

Section 603. Special charges for wastes other than sewage shall include, without limitation, any costs of operation and maintenance occasioned by the character of such wastes and any damages to the System, or any fines or other penalties or costs resulting from loss of proper operation of the System due to the unapproved discharge within the City or area served by the District.

Section 604. The District shall provide that sufficient revenue is generated to pay all costs for the operation and maintenance of the System. The costs shall be distributed to all users of the System in proportion to each user's contribution to the total loading of the System. Factors such as strength (BOD and TSS), volume and nutrient factors shall be considered and included as the basis for the user's contribution to ensure a proportional distribution of operation and maintenance costs to each user or user class.

Section 605. The District shall determine the total annual costs of operation and maintenance of the System which are necessary to maintain the capacity and performance for which such works were designed and constructed. The total annual cost of operation and maintenance shall include, but is not limited to, amounts paid by the District for improvement, repair, replacement or for the acquisition of any type of equipment related to the System, for salaries and wages, employees' health, hospitalization, pension and retirement expenses, fees for services, materials and supplies, rents, administrative and general expenses, insurance expenses, for legal, engineering, accounting and financial advisory fees and expenses and costs of other consulting and technical services, training of personnel, taxes, payments in lieu of taxes and other governmental charges imposed by any entity other than the District, fuel costs, payments for the purchase of water for use in connection with the construction and operation of the System, costs of utility services and other auxiliary services, and any other current expenses or obligations required to be paid by the District under the provisions of any bond resolution or indenture or by law, all to the extent properly allocable to the System. For purposes of this Article VI, the District shall include in its costs of operation and maintenance charged to the City and other users of the System services all costs imposed on the District by any bond resolution or indenture, including, without limitation, all costs

of debt service and payments or deposits for reserve funds in connection with any bonds or other obligations of the District and all costs necessary to comply with the covenants and obligations of the District contained in such bond resolutions or indentures. To the extent that debt service of the District is actually paid from the proceeds of taxes actually levied and collected by the District on all taxable property in the boundaries of the District, such debt service shall be excluded for purposes of determining charges to the City for System services.

Section 606. To determine the proportion of each user's wastewater contribution, the District has installed and maintains metering stations throughout the District. The District owns and has the sole right to maintain each metering station. The City upon reasonable notice shall have the right to test the meter applicable to the City's wastewater contribution to verify the accuracy of the meter. Delivered herewith is a map that depicts the location of the meter(s) applicable to the City's wastewater contribution. In determining the proportion of each user's wastewater contribution, the District shall measure and take into account the following:

1. Each user's monthly volume of wastewater. The amount used as the total monthly volume of wastewater shall include infiltration and inflow.

2. Each user's monthly poundage of 5-day 20 degree centigrade biochemical oxygen demand which has been discharged to the System.

3. Each user's monthly suspended solids poundage which has been discharged to the System.

4. Nutrient factors imposed by any regulatory body.

Section 607. If the City requests additional metering stations, all such metering station(s) must be approved by the District's staff as meeting all District standards. The District will arrange

for and pay all costs for the meter(s) and the installation of the meter(s). The District will then bill the City for the reimbursement of all such meter costs. All other costs, including furnishing and installing the vault, flume, electrical pad, electrical panel, Rocky Mountain Power and services, and associated appurtenances will be provided and paid by the City. Upon completion, inspection, and approval, the metering station(s) shall be owned by the District.

Section 608. The District shall review the total annual cost of operation and maintenance as well as each user's wastewater contribution on an annual basis and shall revise the service charges as necessary to assure equity of the service charges assessed to the City and other users, and to assure that sufficient funds are obtained to adequately operate and maintain the System, including payment of the debt of the District.

Section 609. The City and other users of the System will be charged a certain amount for each one thousand (1,000) gallons of wastewater treated; plus, a certain amount per pound of Biochemical Oxygen Demand, a certain amount per pound of Suspended Solids, and nutrient factors imposed by any regulatory body, to be determined by the District, considering the factors herein mentioned. The rates shall be re-established annually or more frequently if so determined by the District Administrative Board.

Section 610. The District shall have no power to demand that the City make payment for any charges due under this Article VI from it to the District from monies raised by the City by taxation, but such charges may be solely payable from charges the City makes to the users of its own sewage Collection System. All amounts due and owing to the District from the City under this Agreement shall be treated by the city as operation and maintenance costs of the City's sewer system. Notwithstanding the foregoing sentences in this Section 6010, it is understood that the City

is free to make payments due under this Agreement from any available monies it may have on hand at the time such payments are due.

Section 611. The City covenants and agrees to impose rates and charges on its sewer customers in amounts sufficient to make all payments called for under this Article VI and to properly operate and maintain, at its own expense, its sewer Collection System.

Section 612. Pursuant to Utah Code Ann. § 10-8-38(2)(a)(i) and in compliance with the Utah Board of Health regulations, the City shall provide for mandatory connection where its sewer Collection System is reasonably available and feasible within 300 feet of any property line with any building used for human occupancy and will make a reasonable charge for the use thereof and shall enact all ordinances and make all necessary amendments to resolutions necessary for it to do so.

Section 613. The City is obligated to pay only for treatment services rendered to it during the month or other longer service period for which it is to receive a bill.

ARTICLE VII

IMPACT FEES

Section 701. In order to provide and pay for expanded capacity to the System and to provide the District with increased ability to provide sewer treatment services to the City, the District has in the past and may in the future acquire additional facilities or improve or expand existing facilities to accommodate new growth within the District (“Expansion Facilities”).

Section 702. Pursuant to Section 11-36a-101 et seq. Utah Code Annotated (1953, as amended), the District has adopted a resolution establishing an Impact Fee to pay for the Expansion Facilities and may further amend the Impact Fee. The District hereby represents and warrants to the City that the District has complied and shall comply with the applicable statutory provisions of the

Utah Code to lawfully impose the Impact Fee. The City hereby agrees to develop, maintain and update a topographical master plan for sewer service within its boundaries upon which the District may rely in planning for future development. Any connection to the District's collection system may only be where the District approves.

Section 703. The District and the City agree that the Impact Fee shall be applied, to the extent received by the District, to the costs to the District of acquiring, constructing and improving the Expansion Facilities as a part of the System, and that to the extent, but only to the extent, that such Impact Fees are paid to and available to the District, the District will not include the costs of the Expansion Facilities in calculating its service charges to be apportioned among the Contracting Cities in accordance with Article VI. To the extent the Impact Fees received are inadequate or unavailable to pay the costs of providing or paying for the Expansion Facilities, then such costs in excess of the available Impact Fees shall be treated and charged as service charges in accordance with Article VI. To the extent the Impact Fees received in any year exceed the amount needed to pay the costs of providing the Expansion Facilities, then the excess shall be (a) held for payment of, or applied to the early redemption of bonds issued to finance the Expansion Facilities, (b) applied to growth-related improvements to the System, as evidenced and supported by written plans and analyses adopted by the District in the exercise of its sole business judgment, or (c) applied to any combination thereof. It is expected by the parties hereto that the costs of providing the Expansion Facilities will consist principally of the payment of debt service, including, but not limited to, principal, interest, redemption premiums, paying agent, registrar, trustee fees, engineering costs, legal fees and bond costs, on bonds of the District issued to finance the acquisition, construction and improvement of the Expansion Facilities or the direct payment of the costs of acquisition,

construction and improvement of the Expansion Facilities, or both.

Section 704. The City agrees that the payment of the Impact Fee by applicants for a building permit from the City shall be a condition of development and that no building permit shall be issued until the required Impact Fee is paid. The amount of the Impact Fee shall be established by resolution of the District and may change from time to time.

Section 705. The City shall calculate and collect the Impact Fee for and on behalf of the District and shall remit to the District all Impact Fees collected sixty (60) days following the 20th of the month in which such fees are received by the City. Any Impact Fees collected by the City that are not remitted to the District within the time specified shall accrue interest at the annual rate of three percent (3%) calculated daily, which interest the City shall pay to the District. The City and District may establish an agreed upon administrative fee to be paid to the City for the collection of the Impact Fee on behalf of the District.

Section 706. The Impact Fee is based on information contained in duly adopted Impact Fee Facilities Plans and Analysis. Each City shall collect from each applicant for building permits the amount of the Impact Fee in accordance with the formulas provided by the District.

Section 707. The City shall provide to the District by the 20th of each month, a summary of all residential permits issued during the prior month and copies of all non-residential permits issued during the prior month. At no more than a quarterly basis, if requested by the District, at no fee to the District, and at reasonable times, the City shall allow the District to audit City building permit records and the Impact Fees assessed and collected to determine whether the impact fees were properly assessed and collected. If the Impact Fee collected by the City was improperly assessed and/or collected after receiving notice of the formulas and fees from the District, the City shall be

responsible to pay to the District the difference between the amount collected and the amount that should have been charged together with interest thereon calculated at the rate of three percent (3%) per annum, calculated daily. The District shall give the City thirty days written notice of any amounts owed under this Section. Interest on the amount owed will not begin to accrue until the day after the expiration of the thirty-day notice period. The District shall have nine months to review and or audit the Impact Fees assessed and collected by the City which period shall commence the day after the City delivers to the District the summary of residential permits issued or in the case of non-residential permits the day after copies of the actual permits are delivered to the District. After the expiration of the nine-month period, the District may not assess the City any amount owed by reason of a difference between the amount collected and the amount that should have been collected. Once assessed, the District shall have whatever applicable statute of limitations applies to collect the amount assessed as provided in this Section 707 and interest thereon.

ARTICLE VIII

REPRESENTATIONS OF THE CITY

Section 801. The City hereby warrants and represents that (a) its existing indebtedness for all purposes does not exceed the limit provided in Article XIV, Section 4, of the Constitution of the State of Utah, (b) it has the power to enter into this Agreement and all necessary action has been taken by its City Council to authorize the execution and delivery of this Agreement, and (c) this Agreement does not conflict with, and the execution and performance by the City hereof will not constitute a breach of or a default under any contract, lease, court order, administrative rule,

regulation or law to which the City or its properties or either of them are subject or by which it is bound.

ARTICLE IX

INSPECTION OF RECORDS

Section 901. At no more than a quarterly basis, if requested by the City, and at reasonable times, the District shall, upon request of the City, make available its books and records for inspection by the duly authorized agents of the City at no fee to the City.

ARTICLE X

FORCE MAJEURE

Section 1001. If, by reason of *Force Majeure*, either party shall be unable in whole or in part to perform its obligations hereunder, said party shall not be deemed in default during the continuance of such inability and shall not incur any liability for its failure to perform its obligations hereunder. Each party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from performing such obligations; provided, however, the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the affected party, and it shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in its judgment unfavorable to it. “*Force Majeure*” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Utah or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; pandemics, floods; explosions; breakage or accidents to

machinery, transmission pipes or canals from a cause not reasonably within the control of a party; or any other cause or event not reasonably within the control of that party.

ARTICLE XI

THIRD PARTY CLAIMS

Section 1101. This Agreement is not intended to be a third-party beneficiary contract for the benefit of the retail sewer customers of the City and no such third party shall have any cause of action against the District for any failure by the District to take and receive sewage as provided for herein or for any breach or default by the District hereunder. In addition, no such third party shall have any rights hereunder which would in any way restrict the rights of the District and the City to modify or terminate this Agreement at any time or in any manner. To the extent that the City has any legal duty and authority to defend or indemnify the District against any claims of the City's customers, retail or residential, it shall do so. It is expressly understood and agreed that such duty does not extend to any activities of the District not directly related to the treatment of wastewater and sewage, *e.g.*, claims resulting from automobile accidents involving District equipment, etc.

ARTICLE XII

MAINTENANCE OF DISTRICT REVENUES

Section 1201. Except as provided in Section 1202 below, the City, so far as it legally may, covenants and agrees that, during the term of this Agreement (a) it will not grant a franchise for the operation of any competing sewer system within its boundaries located within Utah County until termination of this Agreement in accordance with Article XIII hereof, (b) it will not itself treat sewage, and (c) it will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

Section 1202. If as of the date of this Agreement the City is treating any portion of its waste water by a facility other than the District's System, the City, so far as it legally may covenants and agrees that (a) it will not grant a franchise for the operation of any competing sewer system to treat sewage originating from within the boundaries of the District's service area located within Utah County until termination of this Agreement in accordance with Article XIV hereof, (b) it will not itself treat sewage originating from within the boundaries of the District's service area located within Utah County , and (c) it will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

ARTICLE XIII

DEFAULT

Section 1301. In the event the CITY defaults in the payment of any charges or fees arising hereunder and such default remains uncured for thirty (30) days after the City's receipt of written notice of such default, the District will try in good faith to settle any dispute with the City, but may exercise any remedy available to it under the law to collect the default, including the withholding of services.

Section 1302. In the event of any default in the performance of any obligation hereunder or any breach of any term hereunder by a party, the other party shall be entitled, in addition to any other remedy which may be available hereunder or under applicable law, to recover from the defaulting party its costs incurred in enforcing its rights hereunder or seeking damages for any breach hereof, including reasonable attorneys' fees, whether such costs are incurred through litigation or otherwise.

Section 1303. The remedies available in this Article shall be cumulative and in addition to any other remedies which may be available hereunder or under applicable law, and no election by either party to exercise, modify or waive any remedy on any occasion shall be deemed to be an election to exercise, modify or waive the same or any other remedy on any other occasion.

ARTICLE XIV

TERMINATION

Section 1401. Unless hereafter modified in a writing signed by all parties hereto, this Agreement shall have and be for a term of twenty-five (25) years from the date of its execution by the parties hereto.

ARTICLE XV

ASSIGNMENT

Section 1501. Neither the District nor the City shall transfer or assign any of the rights or delegate any of the duties of this Agreement without the prior written consent of the other.

ARTICLE XVI

COMPLETE AGREEMENT; MODIFICATION

Section 1601. This Agreement constitutes the full and complete agreement by and between the parties as to the matters covered hereby, and supersedes all prior oral or written agreements, representations, conversations or understandings of the parties.

Section 1602. The terms of this Agreement shall not be altered, amended or modified, except by written agreement of the parties hereto. Such modification or amendment shall be duly filed with the secretary of the District and with the city recorder of the City.

ARTICLE XVII

SEVERABILITY

Section 1701. It is hereby declared that all parts of this Agreement are severable, and if any section, paragraph, clause or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Agreement.

ARTICLE XVIII

BINDING EFFECT

Section 1801. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective officers, employees, agents, representatives, successors and assigns (in the event assignment is approved as provided in Article XV hereof).

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective duly authorized representatives as of the day and year first above written and shall be effective as of that date.

“DISTRICT”

TIMPANOGOS SPECIAL SERVICE DISTRICT

By _____

Chairperson, Advisory Board

ATTEST:

Secretary of District
[SEAL]

“CITY”
[HIGHLAND CITY]

By _____
Mayor

ATTEST:

City Recorder
[SEAL]

1571818.3

DISTRICT ATTORNEY REVIEW AND APPROVAL

Martha Wingate of the law firm of Ray Quinney & Nebeker P.C., duly licensed to practice law in the State of Utah, as the attorney authorized to represent the District for review of this Agreement as to proper form and compliance with applicable law pursuant to Utah Code Ann. § 11-13-202.5(3), does hereby opine that the Agreement is in proper form and compliance with applicable law.

DATED: _____ RAY QUINNEY & NEBEKER P.C.

By _____
Martha Wingate
Attorney for Timpanogos Special Service
District

CITY ATTORNEY REVIEW AND APPROVAL

_____ of the law firm of _____, duly licensed to practice law in the State of Utah, as the attorney authorized to represent the City for review of this Agreement as to proper form and compliance with applicable law pursuant to Utah Code Ann. § 11-13-202.5(3), does hereby opine that the Agreement is in proper form and compliance with applicable law.

DATED: _____ _____

By _____

Attorney for _____ City

Highland

Highland City

Highland

Exhibit A - Highland City Meter

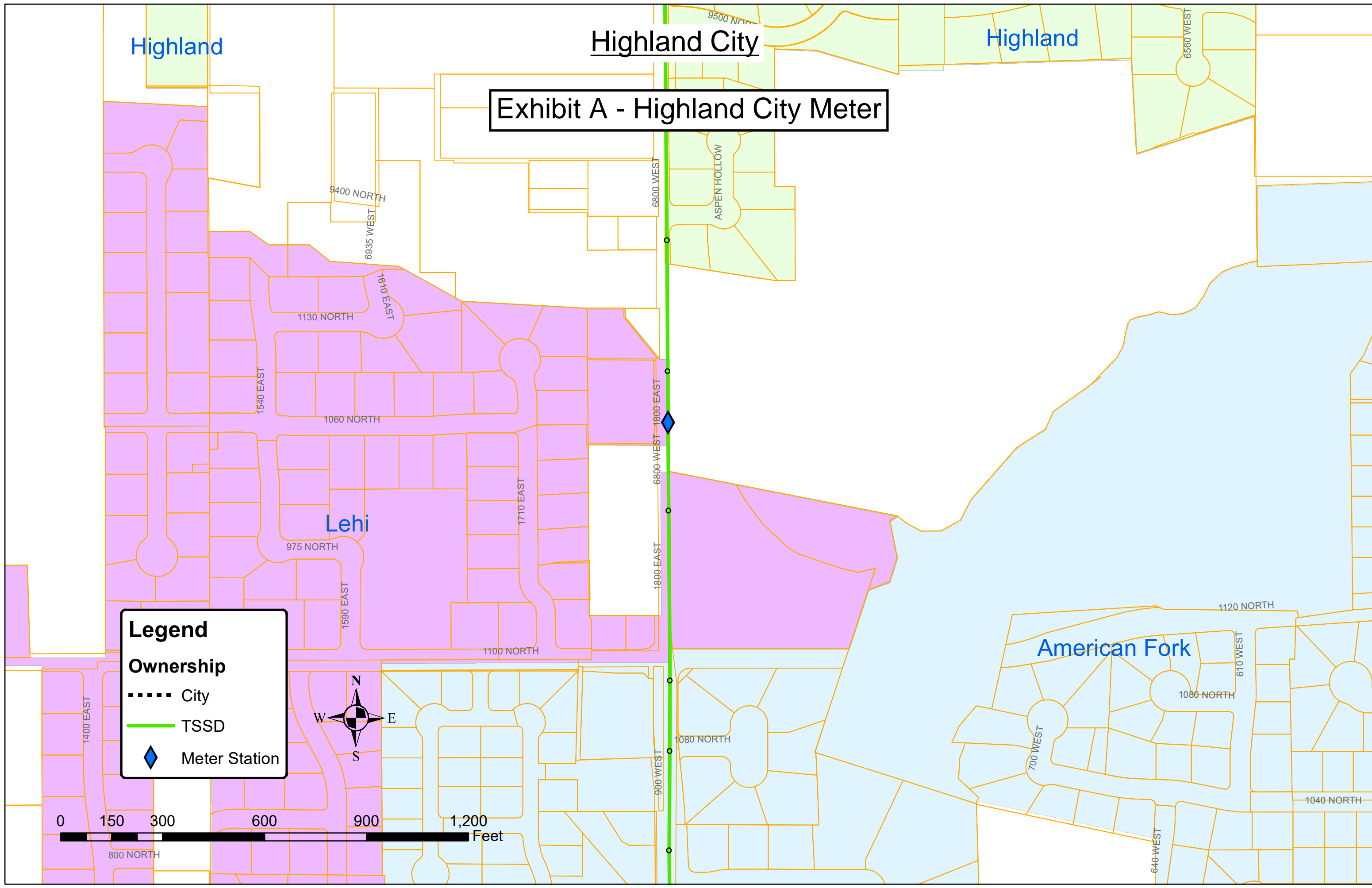
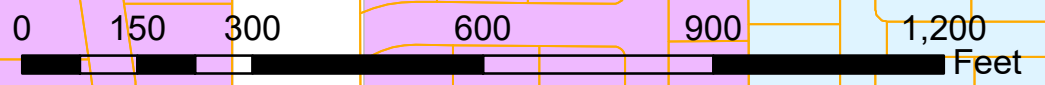
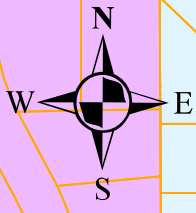
Lehi

American Fork

Legend

Ownership

- City
- TSSD
- ◆ Meter Station





CITY COUNCIL AGENDA REPORT

ITEM #13

DATE: June 7, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, PE
Public Works Director/City Engineer

SUBJECT: CONSTRUCTION CONTRACT: Timberline Dr. and Wildflower Ln. Road Reconstruction

TYPE: ADMINISTRATIVE: The Council is acting in an administrative capacity and fulfilling their responsibilities as the Governing Body as defined in the Municipal Code.

PURPOSE:

The City Council will consider approving a contract with Geneva Rock for reconstruction of Timberline Drive and Wildflower Lane in the Twin Bridges area as part of the Fiscal Year 2023 (Construction Calendar Year 2022) road improvement program. The Council will take appropriate action.

BACKGROUND:

The Twin Bridges neighborhood was constructed in 2006. Since that time, it has been identified that a majority of this northwest area of Highland is primarily a clay type soil and many of the early roads have not provided the anticipated service life. As a result of this finding the city has changed the design standards for road construction in this area. The City now requires a much more substantial road construction in this area of the City. However, those roads constructed prior to this heavier section require reconstruction.

These roads were approved for patching as part of the 2021 road projects. Due to limited construction time at the end of the 2021 construction year, this project was postponed with the intent to include with the 2022 road projects. The revenue to pay for this project will come from prior year savings resulting from not completing the project in 2021. In other words, we are using revenue set aside for this project in 2021 to pay for it in the current fiscal year.

The city has received consultation from a roadway reconstruction engineering firm and it has been recommended that we use a method of a Concrete Treated Road base. This process requires the removal of the existing asphalt. Concrete is then mixed in with the existing road base to be placed, creating a solid surface that bridges the existing soft soils allowing a new asphalt to be placed and the roadway to have a proper service life.

This construction methodology will reduce the amount of excavation that would normally be necessary to achieve the proper rebuild of roadways in this area. Geneva Rock is experienced in doing this type of project, the City staff feel confident in their ability to provide a quality product and a roadway that will last for years to come. As the process is new to Highland City, the City will contract with the engineering firm that specializes in this type of construction to help oversee the construction.

The estimated total cost of this project is \$460,673.80 including a bid of \$405,158.00 from Geneva Rock, a 10% contingency of \$40,515.80, and \$15,000 in engineering and related professional services.

FISCAL IMPACT:

The funding for this project will be as follows:

- \$600,000 in 41-40-71 (Road Capital, Major Road Maintenance)
- \$1,000,000 in 56-40-70 (Utility Transportation, Road Fee Projects)

RECOMMENDATION:

Staff recommends the City Council **APPROVE** the contract with Geneva Rock for the reconstruction of a portion of Timberline Dr. and Wildflower Ln. in the amount of \$405,158, allocating a 10% contingency of \$40,516 to be administered by staff, for a total authorized project construction contract amount of \$445,674 and **AUTHORIZE** the City Administrator to execute the necessary documents for the project.

PROPOSED MOTION:

I move that City Council **APPROVE** the contract with Geneva Rocks and authorize a contract amount up to \$445,674 for the reconstruction of Timberline Drive and Wildflower lane and **AUTHORIZE** the City Administrator to sign the necessary contract documents.

ALTERNATIVE MOTION: *(if applicable)*

I move that City Council **DENY** the contract with Geneva Rock. (City Council to draft appropriate findings and provide City Staff with further direction.)

ATTACHMENTS:

1. FY2023 Road Preservation Summaries provided in 3-22-22 and 3-29-22 City Council Meetings
2. Geneva Rock Bid
3. Project map and plans (3 pages)

Road Project Summary Spreadsheet from 3-29-2022 City Council meeting regarding roads maintenance package awards

Projects with Bids	Bid	Soft Spots	Contingency	Bid w/ Contingency
Seal Coat - High Density Mineral Bond (HA5)	187,604		5%	196,985
Seal Coat - Mastic Seal (Onyx)*	52,856		5%	55,498
Bonded Matrix	362,248		5%	380,361
Patching*	566,485	57,794	10%	686,707 (includes soft spots)
Crack Seal*	42,900		5%	45,045
Road Portion of Country Club Drive	217,168		10%	238,885
Bid Sub-total	\$1,429,261	\$57,794		\$1,603,481

Projects Still to Bid	Anticipated Budget			Budget w/ Contingency
Wildflower and Timberline (CTB estimate)	\$356,500			\$392,150

Projects w/ Bids & Projects Still to Bid	Bids & Anticipated Budget			Bids & Budget w/ Contingency
Grand Total	\$1,785,762			\$1,995,631

Road Project Summary Spreadsheet from 3-22-2022 City Council Work Session Presentation

2022 Roads – FY23 Budget

2022 Road Preservation Project

Projects with Bids	Bid	Contingency	Bid w/ Contingency
Seal Coat - High Density Mineral Bond (HA5)	\$ 187,604.49	3%	\$ 193,233
Seal Coat - Mastic Seal (Onyx)	\$ 52,855.50	3%	\$ 54,441
Bonded Matrix	\$ 362,248.43	3%	\$ 373,116
Patching	\$ 566,485.45	10%	\$ 623,134
Crack Seal	\$ 42,900.00	3%	\$ 44,187
Road Portion of Country Club Drive	\$ 217,167.75	10%	\$ 238,885
Bid Total	\$ 1,429,261.62		\$ 1,526,995.19
Projects Still to Bid	Budget		Contingent Budget
Wildflower and Timberline (CTB estimate)	\$ 356,500.00		\$ 392,150.00
Totals			
Anticipated FY23 Pavement Program Total	\$ 1,785,761.62		\$ 1,919,145.19
Typical Budget in past Fiscal Years	\$ 1,600,000.00		\$ 1,600,000.00
Amount over Budget	\$ 185,761.62		\$ 319,145.19

*Source of additional funds: Road Capital Fund Balance



GENEVA ROCK PRODUCTS, INC.

READY MIX CONCRETE • SAND & GRAVEL • ASPHALT & CONCRETE PAVING • CONSTRUCTION
PO Box 571618, Salt Lake City, UT 84157
(801) 281-7900

PROPOSAL DATE: 5/24/2022

CONTRACT PROPOSAL / AGREEMENT

SUBMITTED TO: Highland City
(PURCHASER)

ESTIMATE NUMBER: U22JJ045

ESTIMATED START: _____

PROJECT NAME: Highland CTB - Wildflower and Timberline

PROJECT #: _____

LOCATION: Wildflower and Timberline Drive

CONTACT: _____

Highland, Utah

PHONE: _____

Geneva Rock Products, Inc. ("GENEVA ROCK") hereby agrees to perform the work described below. This Contract Proposal/Agreement does not include design services. Design services, if desired, shall be contracted for and paid for by the Purchaser prior to entering into this Contract Proposal/Agreement.

ITEM	DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1	LS	\$ 26,500.00	\$ 26,500.00
20	Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00
30	Conduct Storm Water Pollution Prevention Activities	1	LS	\$ 10,000.00	\$ 10,000.00
40	Remove and Replace Curb and Gutter	20	LF	\$ 135.00	\$ 2,700.00
50	Roto-mill and Off-haul 3" Asphalt	105,650	SF	\$ 0.37	\$ 39,090.50
60	Pulverize Existing Material with Cement Slurry	105,650	SF	\$ 0.35	\$ 36,977.50
70	Purchase and Haul Cement Slurry	165	TON	\$ 460.00	\$ 75,900.00
80	Asphalt Paving 3" Thick	1,990	TON	\$ 82.00	\$ 163,180.00
90	Adjust Manhole to Grade	32	EA	\$ 930.00	\$ 29,760.00
100	Adjust Water Vavle Lid to Grade	18	EA	\$ 675.00	\$ 12,150.00
110	Furnish and Place Striping	1	LS	\$ 900.00	\$ 900.00

Total \$ 405,158.00

UNIT PRICE (actual quantities to be measured and invoiced)

LUMP SUM

NOTE: Excludes survey, testing, permits, fees, signage, sterlant, fabric, soft spot repair, prime coat. HMA needs 2% for drainage, not responsible for poor drainage caused by design. Escalators on concrete and asphalt products is \$8/CY and \$8/ton respectively after 30 days, based on uncertainties in the current market.

RELEASE: GENEVA ROCK may, at its sole discretion, require a warranty release for all paving projects that will be done after October 15th, prior to April 15, or during cold/wet weather.

ASPHALT OIL SURCHARGE: All asphalt quotes are subject to a surcharge which is based on the FOB price/availability of liquid asphalt oil on the date of proposal vs. the price/availability of the liquid asphalt oil on the date asphalt is placed. The benchmark for price/availability from the date of proposal can be provided upon request. See surcharge schedule below:

PRICE \$ 405,158.00 Price may be subject to change if Contract Proposal/Agreement is not accepted within 30 calendar days of the Proposal Date.

PAYMENT TERMS: Purchaser shall pay GENEVA ROCK according to GENEVA ROCK's Credit Application and Conditions of Material Sales and Contract Services with Purchaser, including payment of accrued finance charges.

PROPOSAL DATE: 5/24/2022

PREPARED BY: Josh Jensen

ACCEPTANCE: For valuable consideration, the legal sufficiency of which is hereby acknowledged, this Proposal is accepted and is a binding contract (the "Contract Proposal/Agreement"). GENEVA ROCK is authorized to perform the work described herein. Scheduling and construction of this work will not occur until a signed copy of this Contract Proposal/Agreement is received and upon credit approval. All terms and conditions of the signed GENEVA ROCK Credit Application and Conditions of Materials Sales and Contract Services along with any and all associated guarantees, including personal guarantees, shall apply to this Contract Proposal/Agreement and are fully incorporated herein. Purchaser acknowledges receipt of the Terms and Conditions on the reverse or following page of this document, all of which are incorporated herein and made a part hereof.

PURCHASER: _____

SIGNATURE: _____

ACCEPTANCE DATE: _____

PRINTED NAME: _____

TITLE: _____



TERMS AND CONDITIONS

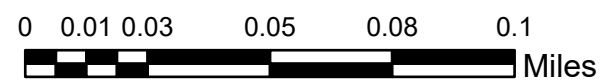
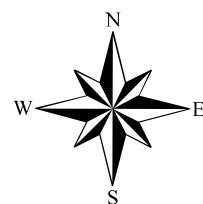
1. Purchaser represents to be the record owner or authorized agent of the record owner of the real property that shall be improved pursuant to this Contract Proposal/Agreement (the "Property") with authority to enter into contractual agreements and to grant GENEVA ROCK authority to perform the work identified herein. The Purchaser agrees that all materials in this Contract Proposal/Agreement will be used in the improvement of the Property. Purchaser shall not use this document to acquire financing.
2. This Contract Proposal/Agreement shall only be modified by written change order signed by GENEVA ROCK and Purchaser. Oral requests for change shall not be binding on GENEVA ROCK unless reduced to writing by change order.
3. Purchaser shall assume full responsibility for the accuracy of all lines, levels, quantities, locations and measurements and their relation to the work to be performed by GENEVA ROCK. No representation or warranty, express or implied, is made as to the quantities, sizes, grades, specifications, or other matters relating to the needs of the Project. In all cases where dimensions are governed by conditions, already established or otherwise, the responsibility for coordination of such conditions as it relates to GENEVA ROCK's work shall rest entirely on the Purchaser. It is the Purchaser's sole responsibility to compare the items on this Contract Proposal/Agreement with plans and specifications for accuracy and completeness. Any variations or modifications from specified lines, grades or dimensions required shall be the responsibility of the Purchaser and subject to a change order should additional work be required of GENEVA ROCK.
4. In the event the record owner of the Property sells, mortgages, or otherwise transfers or encumbers the Property, the total amount herein provided shall become immediately due and payable as to any and all amounts then unpaid.
5. In the event of defective work, GENEVA ROCK's sole and exclusive liability shall be to repair or replace defective work at its discretion. In no event shall GENEVA ROCK be liable for special, incidental, or consequential damages, including but not limited to, loss of good will, loss of profits, or loss of use.
6. In the event that material costs (other than asphalt which shall be subject to the surcharge discussed above) on which this Contract Proposal/Agreement is based rise in excess of **three percent (3%)** during the course of the work, Purchaser agrees that these increased costs, in their entirety, shall be billed to Purchaser as an automatic adjustment to the Contract Proposal/Agreement.
7. To the extent that the contracted price is based on a specific unit or square foot price, Purchaser agrees that the number of units or square feet indicated is an approximation, and that GENEVA ROCK shall be paid in full for the actual units or square feet completed as determined by field measurement by GENEVA ROCK. GENEVA ROCK requires 24 hours to verify readiness of work site prior to start of work. If 24 hours is not allowed, GENEVA ROCK reserves the right to convert pricing based on area to pricing based on tons; material overruns to be paid by Purchaser.
8. GENEVA ROCK shall not be liable for failure of performance or failure of delay in delivery by reason of any event beyond the control of GENEVA ROCK, including, but not limited to, strikes; labor disputes; fire; flood; weather; embargo; war or other hostilities; government authority or regulation; acts of God; shortage of material or fuel; as a result of actions of Purchaser, record owner, or any other person; or as a result of the extension of time granted by Purchaser. Upon the occurrence of such delay, GENEVA ROCK shall receive an equitable extension of time for the completion of the Contract Proposal/Agreement. GENEVA ROCK shall not be entitled to any damages or compensation as a result of said delay except to the extent that said delay was caused by the Purchaser, record owner, or persons employed by the Purchaser or record owner.
9. GENEVA ROCK assumes no risk of non-disclosed or unforeseen conditions of the Property, including, but not limited to, hazardous substances (as defined by applicable law). In the event that hazardous substances are present on the Property (other than hazardous substances introduced by GENEVA ROCK), Purchaser agrees to indemnify GENEVA ROCK and its officers, directors, employees, agents, representatives, and subcontractors from and against any and all losses, claims, damages, fines, penalties, liabilities, injuries, costs and expenses (including all attorney fees and costs incurred in any civil, criminal, or administrative proceeding) arising from such hazardous substances, including, but not limited to, the presence or use, generation, storage, treatment, containment, release, threatened release, disposal of, exposure, or threatened exposure.
10. Unless otherwise noted, all federal, state, and other taxes of any nature related to this Contract Proposal/Agreement shall be borne by Purchaser.
11. GENEVA ROCK warrants that all materials covered by this Contract Proposal/Agreement shall conform to industry standards. No implied warranties of fitness or merchantability are given and are expressly disclaimed by GENEVA ROCK.
12. This Contract Proposal/Agreement combined with the Credit Application and Conditions of Material Sales and Contract Services comprise the total agreement and supersede all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written. This Contract Proposal/Agreement shall be construed and interpreted as if drafted equally by all Parties hereto.
13. This Contract Proposal/Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law provisions. Purchaser agrees that any legal action brought hereunder may be brought in Salt Lake County, Utah or Utah County, Utah at the sole option of GENEVA ROCK.



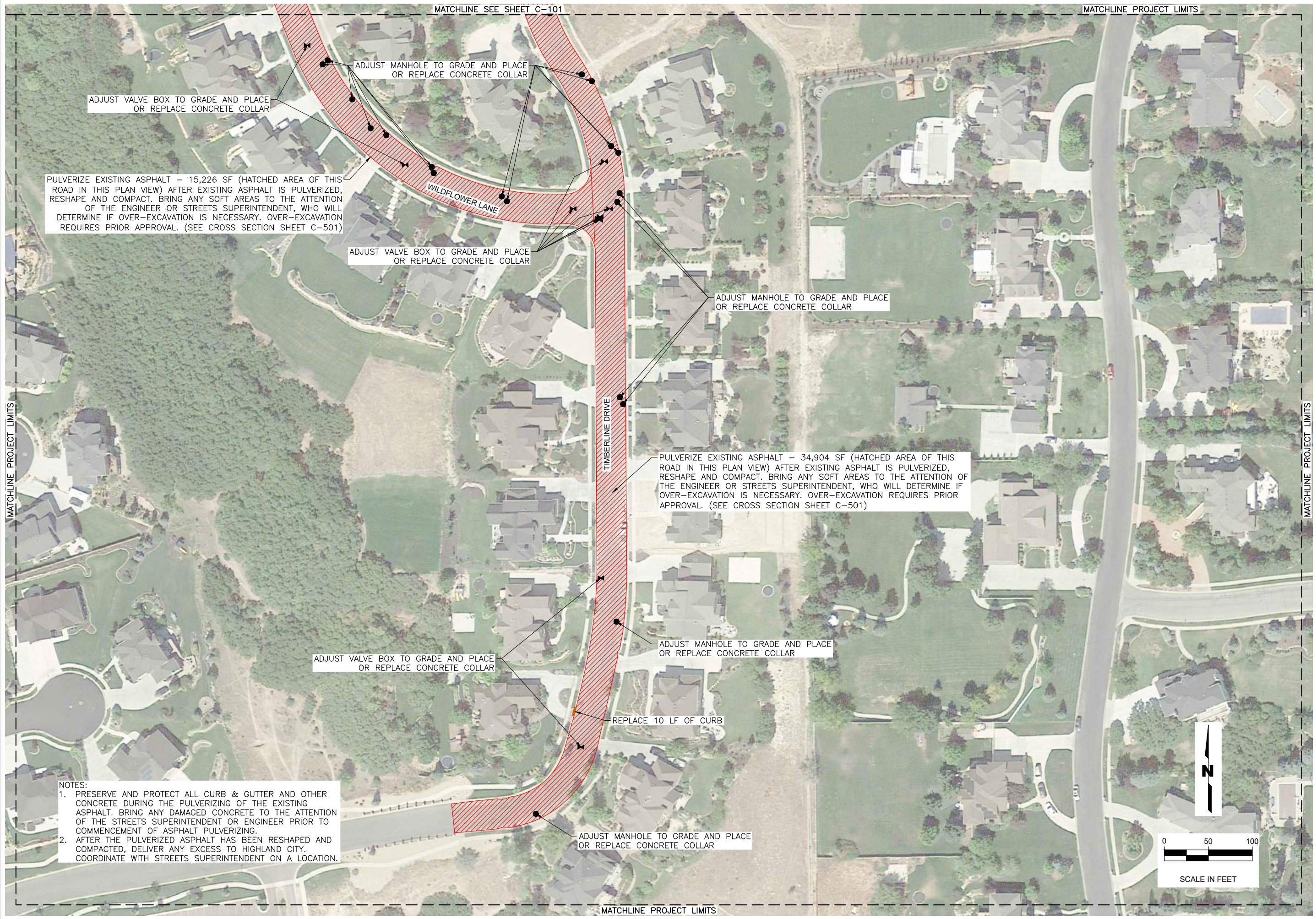
HIGHLAND CITY

2022 Road Treatment

Pulverize and Repave



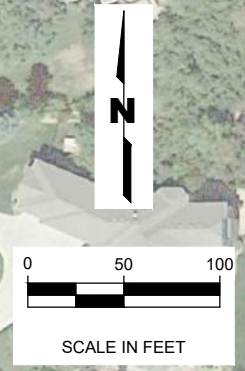
File Date: 2/16/2022 9:55 AM Plotted By: Allison Peterson
 Date Created: 2/16/2022 Job: COMMERCIAL CLIENT SOUTH HIGHLAND CITY PROJECTS 5012.047 HIGHLAND CITY 2261 2261 GENERAL SERVICES 08 ROAD REHABILITATION ROAD REHABILITATION DESIGN CAD SHEET C-101X_REHAB.DWG




PULVERIZE EXISTING ASPHALT - 15,226 SF (HATCHED AREA OF THIS ROAD IN THIS PLAN VIEW) AFTER EXISTING ASPHALT IS PULVERIZED, RESHAPE AND COMPACT. BRING ANY SOFT AREAS TO THE ATTENTION OF THE ENGINEER OR STREETS SUPERINTENDENT, WHO WILL DETERMINE IF OVER-EXCAVATION IS NECESSARY. OVER-EXCAVATION REQUIRES PRIOR APPROVAL. (SEE CROSS SECTION SHEET C-501)

PULVERIZE EXISTING ASPHALT - 34,904 SF (HATCHED AREA OF THIS ROAD IN THIS PLAN VIEW) AFTER EXISTING ASPHALT IS PULVERIZED, RESHAPE AND COMPACT. BRING ANY SOFT AREAS TO THE ATTENTION OF THE ENGINEER OR STREETS SUPERINTENDENT, WHO WILL DETERMINE IF OVER-EXCAVATION IS NECESSARY. OVER-EXCAVATION REQUIRES PRIOR APPROVAL. (SEE CROSS SECTION SHEET C-501)

- NOTES:
1. PRESERVE AND PROTECT ALL CURB & GUTTER AND OTHER CONCRETE DURING THE PULVERIZING OF THE EXISTING ASPHALT. BRING ANY DAMAGED CONCRETE TO THE ATTENTION OF THE STREETS SUPERINTENDENT OR ENGINEER PRIOR TO COMMENCEMENT OF ASPHALT PULVERIZING.
 2. AFTER THE PULVERIZED ASPHALT HAS BEEN RESHAPED AND COMPACTED, DELIVER ANY EXCESS TO HIGHLAND CITY. COORDINATE WITH STREETS SUPERINTENDENT ON A LOCATION.





HIGHLAND CITY

5400 West
Civic Center Drive
Highland, UT 84003
Phone: 801.772-4515

BID SET

REVISION	NO.	DESCRIPTION	BY	DATE

2022 ROAD REHABILITATION PROJECT
HIGHLAND CITY

WILDFLOWER LN & TIMBERLINE DR

FILE: C-101X_REHAB PROJ. #: _____ DRAWN BY: AMPL/UB DESIGN BY: MB CHECKED BY: AS	AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY LAST UPDATED: 2/16/2022 SHEET NUMBER:
C-102	



CITY COUNCIL AGENDA REPORT

ITEM #14

DATE: June 7, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Tyler Bahr, Finance Director
SUBJECT: **ACTION:** FY2023 Budget Direction
TYPE: **ADMINISTRATIVE:** The Council may provide direction relative to development of the FY2023 Budget

PURPOSE:

The Council may discuss continued development of the FY2023 budget and may take appropriate action.

BACKGROUND:

Development of the FY2023 budget continues, with a City Council Work Session scheduled for June 6, 2022, in which the Council will discuss various aspects of the budget including anticipated increases in utility rates, garbage collection fees, and public safety costs. This item is placed on the agenda in the event that further discussion is necessary for the Council to provide direction with regard to funding these expenses. If sufficient discussion was had and direction was given with regard to funding these expenses, Council may pull this item from the agenda.

RECOMMENDATION (if needed):

Staff recommends that the Council identify the amount of revenue to be included in the FY2023 budget from the monthly public safety fee assessed to utility customers.

PROPOSED MOTION (if needed):

I move that the Council instruct staff to include revenue in the FY2023 budget consistent with a monthly public safety fee of [determine fee amount].

ATTACHMENTS:

None