



## HIGHLAND CITY


# HIGHLAND CITY COUNCIL AGENDA

Tuesday, March 21, 2023

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](mailto:council@highlandcity.org)

## 7:00 PM REGULAR SESSION

Call to Order – Mayor Kurt Ostler

Invocation – Council Member Sarah D. Petersen

Pledge of Allegiance – Council Member Timothy A. Ball

### 1. UNSCHEDULED PUBLIC APPEARANCES

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

### 2. PRESENTATIONS

- a. **Alpine School District** – Rob Smith, Sarah Beeson, David Stephenson **(7:10 pm – 15 min.)**

Representatives from Alpine School District will present information on Alpine School District as it relates to Highland City.

### 3. CONSENT ITEMS (7:25 pm – 5 min.)

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** *General City Management – Stephannie Cottle, City Recorder*  
Regular City Council Meeting – February 2, 2023

- b. **ACTION: Planning Commission Appointments** *General City Management – Kurt Ostler, Mayor*

The City Council will consider the Mayor's request to ratify the appointment of Debra Maughan as an Alternate Planning Commissioner. The Council will take appropriate action.

### 4. **RESOLUTION OF INTENT: PHYLLIS SMITH ANNEXATION** *Land Use (Legislative) – Kellie Smith, Planner & GIS Analyst (7:30 pm – 15 min.)*

The City Council will hold consider a request by Shaun Athey, representing Phyllis and Trent Smith, to annex approximately 1.13 acres of property located at 7015 W 9600 N. The

purpose of this resolution is for the Council to accept or reject the application for further consideration. The Council will take appropriate action.

- 5. ACTION: AGREEMENT WITH DAVID AND BRITTNEY MEYER FOR A SEWER EASEMENT LOCATED NEAR THE HIGHLAND HOLLOW SEWER LIFT STATION** *Land Use (Legislative) - Andy Spencer, City Engineer/Public Works Director (7:45 pm - 5 min.)*  
The City Council will consider entering into an agreement with David and Brittney Meyer for a sanitary sewer easement on Highland City property to allow for a sewer connection from their property to the City sewer system. The Council will take appropriate action.
- 6. ACTION: MAINTENANCE AGREEMENT - BEACON HILLS PLAT I** *Land Use (Legislative) - Kellie Smith, Planner & GIS Analyst (7:50 pm - 5 min.)*  
The City Council will hold a public meeting to consider a request by Brady and Kristen Giles to enter into an open space maintenance agreement with the City for property adjacent to 12303 N Timberline Dr in the Beacon Hills Plat I subdivision. The Council will take appropriate action.
- 7. RESOLUTION: ILA WITH UTAH COUNTY FOR 2023 ELECTIONS** *General City Management - Stephannie Cottle, City Recorder (7:55 pm - 15 min.)*  
The City Council will consider adopting a resolution to enter into an interlocal agreement with Utah County to assist with the administration of the 2023 Municipal Elections.
- 8. ACTION: CONTRACT WITH RHINO PUMPS FOR WELL #4 PUMP AND MOTOR** *General City Management - Andy Spencer, City Engineer/Public Works Director (8:10 pm - 5 min.)*  
The City Council will consider approving a contract with Rhino Pumps for the purchase and installation of new well components (pump, motor, and associated components) at Well #4. The Council will take appropriate action.
- 9. ACTION: WELL #4 CONSTRUCTION CONTRACT** *General City Management - Andy Spencer, City Engineer/Public Works Director (8:15 pm - 5 min.)*  
The City Council will consider awarding a construction contract with VanCon, Inc. for the construction and improvements at Well #4 site. The Council will take appropriate action.
- 10. CONSTRUCTION CONTRACT: ROADWAY CRACK SEALING** *General City Management - Andy Spencer, City Engineer/Public Works Director (8:20 pm - 5 min.)*  
The City Council will consider a request to approve a bid with Kilgore Contracting to proceed with the application of asphalt crack seal products to several roads throughout Highland. The Council will take appropriate action.
- 11. CONTRACT: CONTRACT WITH GENEVA ROCK FOR 6800 WEST ROADWAY PAVING** *General City Management - Andy Spencer, City Engineer/Public Works Director (8:25 pm - 5 min.)*  
The City Council will consider award of a contract to Geneva Rock Products, Inc. for roadway paving on 6800 West from 9600 North to 9673 North. The Council will take appropriate action.
- 12. ACTION: AUTHORIZATION OF USE OF FUNDS FOR MOUNTAIN RIDGE PARK** *General City Management - Erin Wells, City Administrator (8:30 pm - 10 min.)*

The City Council will hold a public meeting to consider approving the use of General Fund Fund Balance for Mountain Ridge Park.

**13. CONSTRUCTION CONTRACT: MOUNTAIN RIDGE PARK ENTRY MONUMENT AND GAP 4 RIBBON LANDSCAPING** *General City Management*

*- Andy Spencer, City Engineer/Public Works Director (8:40 pm - 10 min.)*

The Council will consider approving a change order to Stratton & Bratt for the construction of an entry monument and sign for Mountain Ridge Park and a ribbon of landscaping within Gap #4 area. The Council will take appropriate action.

**14. 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. **Mountain Ridge Soccer Fields** - *Erin Wells, City Administrator (8:50 pm - 10 min.)*
- b. **Trail Corridor Fencing Code** - *Kellie Smith, Planner & GIS Analyst (9:00 pm - 5 min.)*
- c. **GRAMA and Retention Schedule** - *Rob Patterson, City Attorney (9:05 pm - 10 min.)*
- d. **Bereavement Leave** - *Brittney P. Bills, Council Member (9:15 pm - 5 min.)*
- e. **Flood Preparation** - *Andy Spencer, City Engineer/Public Works Director (9:20 pm - 10 min.)*
- f. **Welcome to Highland Signs** - *Andy Spencer, City Engineer/Public Works Director (9:30 pm - 10 min.)*
- g. **Alpine Food Storage Update** - *Kurt Ostler, Mayor (9:40 pm - 5 min.)*
- h. **Budget Calendar** - *Erin Wells, City Administrator (9:45 pm - 5 min.)*
- i. **Future Meetings**
  - March 28, Planning Commission Meeting, 7:00 pm, City Hall
  - March 30, City Council Work Session, 6:00 pm, City Hall
  - April 12, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
  - April 18, City Council Meeting, 6:00 pm, City Hall
  - April 24, City Council Work Session 7:00 pm, City Hall
  - April 25, Planning Commission Meeting, 7:00 pm, City Hall

**14. CLOSED SESSION**

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

**ADJOURNMENT**

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

**ELECTRONIC PARTICIPATION**

Members of the City Council may participate electronically during this meeting.

**CERTIFICATE OF POSTING**

I, Stephannie Cottle, the duly appointed City Recorder, certify that the foregoing agenda was posted at the principal office of the public body, on the Utah State website (<http://pmn.utah.gov>), and on Highland City's website ([www.highlandcity.org](http://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 17<sup>th</sup> of March, 2023.**

**Stephannie Cottle, City Recorder**

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



## HIGHLAND CITY

# HIGHLAND CITY COUNCIL MINUTES

Tuesday, February 7, 2023

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](mailto:council@highlandcity.org)

## 6:00 PM WORK SESSION – UTAH BROADBAND

Call to Order – Mayor Kurt Ostler

The meeting was called to order by Mayor Kurt Ostler as a work session at 6:11 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:** Brittney P. Bills, Timothy A. Ball (arrived at 6:19 pm), Kim Rodela (arrived at 6:16 pm), Sarah D. Petersen, Scott L. Smith

**CITY STAFF PRESENT:** City Administrator Erin Wells, City Attorney Rob Patterson, City Recorder Stephannie Cottle, Planner and GIS Analyst Kellie Smith, City Engineer/Public Works Director Andy Spencer

**OTHERS PRESENT:** Jon Hart, Jon Hagen, Lee Olsen, Athina Riddell

Mayor Ostler recognized representatives of Utah Broadband (UBB), who were present to provide information about the service they would like to provide in the Highland community.

Jon Hagen, Vice President of Fiber for UBB, used the aid of a PowerPoint presentation to provide information regarding UBB, which was founded in 2002. UBB has a strong, experienced leadership team, including Lee Olson, Vice President of Operations for UBB and Athena Ridell, Fiber Project Manager for UBB, both of which were present tonight. Mr. Olson provided background regarding UBB's operations in Utah; they started providing internet in Highland in 2003 and have become one of the top internet service providers (ISPs) in Utah. They built their first fiber network in 2006 and have acquired seven other ISPs since being founded. He discussed the makeup of the company, which employs 74 individuals and is backed by a public company. The company's core values include respect, integrity, passion, and team. Mr. Hagen then addressed the needs of Highland City; UBB can provide great internet to all citizens with long term infrastructure at minimal risk to citizens. UBB proposes the following:

- Total project build cost is estimated at \$18 million.
  - UBB will fund 75-85 percent of the build costs based on final low-level design.
  - City will fund 15-25 percent.
- City will endorse UBB to apply for BEAD to cover underserved pockets.
- UBB and City will collaborate on awareness campaign, marketing, etc.
- City will provide a 10-year moratorium on city-wide Franchise Agreements.
- UBB will own, operate, and maintain the network.

Council Member Rodela arrived at 6:16 p.m.

Benefits to Highland include the following:

- UBB will pay city a subscriber fee (per paying subscriber) for city bond obligation.
- UBB will pay the subscriber fee in perpetuity as a revenue source for the city.
- UBB will provide Highland City perpetual dark fiber lease for \$1 to identified buildings, parks, water tanks, etc.
- UBB will assist city to set up Wi-Fi, security cameras and air sensors in designated areas.

Council Member Ball arrived at 6:19 p.m.

He then presented three funding models for consideration:

- 15% Funding Option
  - \$2.7M Bond, \$5.50 per subscriber fee paid monthly <sup>1</sup>
  - Principal & Interest returned over 30-year term of Bond.
- 20% Funding Option
  - \$3.6M Bond, \$7.00 per subscriber fee paid monthly <sup>1</sup>
  - Principal & Interest returned over 30-year term of Bond.
- 25% Funding Option
  - \$4.5M Bond, \$9.00 per subscriber fee paid monthly <sup>1</sup>
  - Principal & Interest returned over 30-year term of Bond.

<sup>1</sup> Estimate based upon current interest rate environment, subject to change.

Mr. Hagen stated he believes the proposed model is unique and UBB would love to work with Highland City on a City-wide fiber project. He expressed a willingness to answer any questions the Mayor and Council may have.

Mayor Ostler asked if the \$18 million build cost is a one-time up-front payment or if it would be paid over time. Mr. Hagen stated that the terms of the payment could be negotiated; perhaps the \$2.7 million could be broken up into four or five payments and payments are due when set milestones are reached. He added that \$18 million is only an estimate and as design and engineering occurs, the amount may go up or down.

Mayor Ostler inquired as to the estimated fee end users will pay for fiber. Mr. Hagen stated that the monthly cost for fiber internet is between \$70 and \$90 per month; the \$5.50 per subscriber fee referenced in the 15 percent funding option is part of the monthly cost.

Mayor Ostler asked if there is a certain ‘take rate’ UBB needs to reach and if that rate cannot be reached, will the City be charged to cover any lost revenue. Mr. Hagen stated there is no take rate required; UBB believes in the product enough to spend the money they have committed to spend to build the infrastructure.

Mayor Ostler then addressed City Attorney Patterson and asked if the City can agree to the moratorium requested by UBB. Mr. Patterson stated that if the City partners with UBB, rather than simply granting them a franchise

agreement, the City could consider an arrangement that differs from those for other service providers that are operating under a franchise agreement.

Council Member Rodela inquired as to the other cities UBB has partnered with and if other cities have agreed to the requested 10-year moratorium. Mr. Hagen stated this would be UBB's first city-wide deployment; however, they have over 10,000 customers on their network with a heavy customer base in Wasatch and Summit Counties. In those areas there is over 100 miles of fiber in the ground.

Mayor Ostler asked if the public company, Boston Omaha, mentioned in the presentation actually owns UBB. Mr. Olson stated that they are the majority owner of UBB; they own 80 percent. Mayor Ostler inquired as to their net worth. Mr. Olson stated he is unsure, but that information should be publicly available.

Council Member Ball stated that one of UBB's competitors offers a hybrid copper/fiber trunk and they have indicated that is sufficient. He asked UBB if they share that same opinion. Mr. Hagen stated he does not agree with that opinion; UBB's solution is to provide pure fiber from 'the cloud to the home'; there is no copper between point A and B because it is a medium that degrades over time and can become unreliable. As the demand for internet service inevitably increases, the only way to meet that demand will be with a fiber connection. Council Member Ball asked if there are any limitations on UBB's network. Mr. Hagen answered no; fiber is a strand of glass with lasers on either side that can pass up to 1.5 tb of data over the infrastructure. Council Member Ball asked when the City will be able to participate in profit sharing of the subscriber fee revenues. Mr. Hagen stated that the City would receive a portion of all subscriber fees from the onset of the project. Council Member Ball asked if those revenues can be used to repay the bond debt, to which Mr. Hagen answered yes.

Mayor Ostler asked if UBB has calculated the number of users the City would need in order to generate sufficient money to pay the bond payment. Mr. Hagen stated that number is roughly 35 percent of the City's population, or 1,700 subscribers.

High level discussion among the Mayor, Council, and UBB centered on marketing of the UBB service option, remote monitoring of the infrastructure, and the construction method for installing the fiber and associated infrastructure.

Council Member Smith stated that technology is ever-changing, and he asked what assurances can be offered that fiber will be functional for the next 50 years or if it will 'become a dinosaur' at some point. Mr. Hagen stated most functioning connections are over fiber cables and this technology has been deployed for 50 or 60 years. Fiber is not a limiting factor; the only limits are the electronics that are being connected to the fiber networks.

Council Member Ball stated he has heard that if networks are overtaxed, users will experience slower speeds. Mr. Hagen stated that when using a fiber network, the bandwidth can be monitored and if a choke point is identified, the fix is fairly easy with no interruption in service.

Council Member Smith stated that the Council recently discussed this type of project with another provider and determined that it would be appropriate to conduct a citizen survey to see if there is a true demand for fiber and if residents are willing to pay for the service. He asked if UBB would be willing to help the City conduct the survey. Mr. Hagen stated that UBB has never done that before but would be happy to partner with a City to conduct a survey.

Mayor Ostler asked if UBB has any fiber in the ground in Highland currently. Mr. Hagen answered no; there is a subdivision that is being built and while there was an open trench in that project, UBB installed conduit to allow for the future installation of fiber but has been waiting on the outcome of this and subsequent meeting to understand if a franchise agreement will be granted.

Council Member Ball inquired as to UBB’s partner for providing certain services like cable programming. Mr. Hagen stated that end users can decide which service providers to contract with; UBB is just the ‘highway’ and it can offer symmetrical download and upload speeds. Any speed needed by any household or end user can be provided by fiber.

City Administrator Wells inquired as to UBB’s timeline for a fiber buildout in Highland. Mr. Hagen stated he anticipates a 12-month buildout schedule, weather permitting. Mayor Ostler asked if that includes providing connectivity to every home in Highland. Mr. Hagen answered yes, noting there is an installation fee of \$200 per home.

Council Member Smith thanked Mr. Hagen for being straightforward and transparent relative to their service costs and fees.

Ms. Wells then noted that Administration has been working with another service provider to develop a citizen survey, but those efforts were paused until the Mayor and Council had an opportunity to hear from UBB. She stated that the survey could be launched next week in preparation for the March 7 City Council meeting; it is helpful for staff to have a range of potential bond amounts depending on the fiber partner that is selected and that information can be included in the citizen survey. Council Member Smith stated that it would be helpful for the Council to have a summary of all proposals that have been presented to date.

Mayor Ostler stated that most important to him is the true need for fiber service in Highland. Council Member Smith agreed.

The work session adjourned at 6:51 p.m.

## **7:00 PM REGULAR SESSION**

Call to Order – Mayor Kurt Ostler

Invocation – Mayor Kurt Ostler

Pledge of Allegiance – Council Member Kim Rodela

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:02 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 Mayor Kurt Ostler and those in attendance were led in the Pledge of Allegiance by Council Member Kim Rodela.

**PRESIDING:** Mayor Kurt Ostler

### **COUNCIL MEMBERS**

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

**CITY STAFF PRESENT:** City Administrator Erin Wells, City Attorney Rob Patterson, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Planner and GIS Analyst Kellie Smith, City Engineer/Public Works Director Andy Spencer, Police Chief Brian Gwilliam, Communications Coordinator Lina Costa Olsen

**OTHERS PRESENT:** Jon Hart, David Wadsworth, Chirine Wadsworth, Daniel Wadsworth, Scott & Cassidy (Wadsworth) Skousen, Ladd & Mariah Wadsworth, Joseph Wadsworth,

Daniel Wadsworth, Gerald Naumann, Wesley Warren, Robert Valentine, Ken Stratton, Shyloh, Muhlesten Jeromy Nielson, Wendell Jung, Colby Gibson, Joseph Hunsaker

## 1. UNSCHEDULED PUBLIC APPEARANCES

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

Robert Valentine asked if the City has made decisions about what will be done with the dying orchard in Wild Rose Park. Mayor Ostler stated the Council has made a decision to proceed with consideration of eliminating the open space fee; this will convert some park spaces in the City to public parks rather than private parks. He stated that the Wild Rose Subdivision was subject to the open space fee and they paid approximately \$60,000, with \$30,000 to be allocated to Wild Rose Park. At this time there has not been discussion among the Council regarding the future of the orchard and the rest of the park space. Mr. Valentine stated that he would like to participate in a site visit with Mayor Ostler and City Administrator Wells as he has some suggestions that he feels would be beneficial to the City in terms of the future of that area, and would likely save some money. His greatest concern is the waste of water on the park space; he and his wife bought the first home in the Wild Rose Subdivision 19 years ago and he started working to install xeriscape. He was informed that he needed to ensure that a certain percentage of his landscaping was grass or other similar materials, but now he plans to convert some of that grass space to landscaping that uses less water. He has watched the orchard die; each tree has its own pipe to water it, but he feels that is a waste of water. Mayor Ostler stated that he will take Mr. Valentine up on his offer to visit at the park.

Colby Gibson addressed the recent actions taken by the City regarding Alpine Food Storage; he was shocked to find out that the City had taken an action that will require one of the few tax revenue generating businesses in the City to close their doors. He has watched their operations over the years and has seen them adjust their operations responsive to concerns that have been voiced. He is baffled that the City would do what has been done to a Highland resident and business owner; he thought Highland was much more pro-business and less big-government and he is deeply disappointed.

Ken Stratton asked if the City is planning to hold an Arbor Day tree sale this year. City Administrator Wells answered yes; it is typically held in April around Arbor Day. Mr. Stratton stated he is the owner of Highland Gardens nursery, and he asked that the City consider not doing the tree sale because he feels it is a direct conflict with commercial businesses in the area. The City is buying commercial products at a discounted rate and passing that discount on to the residents, which takes away a businesses' opportunity to realize a profit on the same product. He stated that he does not feel the City should be doing that type of thing and he asked that the Council consider eliminating the event. Council Member Smith stated he has been a patron of Highland Gardens for many years, but he noted is in American Fork. Mr. Stratton stated that is correct.

Gerald Naumann stated he watched the last City Council meeting during which they discussed the parks building project; he referenced consideration of placing the facility near the Community Center, but separating the two buildings to ensure they are independent of one another. He noted that the cost to ensure that independence is \$600,000 to \$700,000 and he does not feel that burden should be placed on citizens just to make a few people happy. He stated this is not a good use of taxpayer money and he recommended that the Council opt for the cheaper plan as the only negative result could be that different groups and users will be sharing a bathroom space.

## 2. CONSENT ITEMS

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** *General City Management – Stephannie Cottle, City Recorder*  
Regular City Council Meeting – January 3, 2023 and City Council Work Session – January 5, 2023

*Council Member Scott L. Smith MOVED that the City Council approve consent item 2a Meeting Minutes from January 3, 2023 and City Council Work Session January 5, 2023.*

*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 5:0.*

## 3. ALPINE FOOD STORAGE BUSINESS LICENSE REVOCATION HEARING

*Quasi-Judicial/Administrative – Rob Patterson, City Attorney*

The City Council will conduct a hearing on whether to revoke the business license for Alpine Food Storage, operated by the Wadsworth's. The Council will take appropriate action and make a decision to revoke or renew the license.

City Attorney Patterson reviewed the background information included in his staff memo regarding this matter, after which he summarized what has occurred between August of 2022 and December 31, 2022. At the beginning of January, the City issued a letter to the Wadsworth's explaining that their license would expire, and they would need to wind down their business within 30 days. The City also issued a notice regarding this hearing. The Wadsworth's have informed the City that the Pleasant Grove location has fallen through, but that they have found a second location, also outside of Highland, that may be workable. To staff's knowledge, they are currently in the process of finalizing lease terms and moving the business. He then reviewed sections of the Highland City Code regarding business and home occupation licensure that are applicable to the business, after which he noted the primary purpose of the City's home occupation regulations is "to protect the character of residential neighborhoods in the city." HCC 5.08.020. The operation of Alpine Food Storage business does not conform to the requirements of a home occupation. A home occupation is supposed to be "conducted entirely within a building," "clearly incidental and secondary to the use of the building for dwelling purposes," "not change the character" of the building from a residential structure." HCC 5.08.010. Out of the 11 required conditions or standards for home occupations under HCC 5.08.050, the business appears to violate 7 to 9 of those standards. He concluded as was the case in August 2022, the Alpine Food Storage business continues to violate several sections of the City's Code regulating businesses and home occupations. Per the Council's prior direction, the business license should have expired and terminated after December 31, 2022. Because of the way the City staff issued the license, with an expiration date contrary to that set by the Council, this hearing is being held to ensure

that all due process requirements are satisfied, and that the City procedures for business license revocations are satisfied. While the Wadsworth's may have found a suitable alternative location, the question for the Council is whether to allow another extension on this license while they complete their transition to the new location outside of Highland, or whether the Council should require the Wadsworth's to end all business within Highland City immediately.

Council Member Smith asked Mr. Patterson to address the discrepancy relating to the license expiration date and how that impacts the legality of revocation at this time. Mr. Patterson stated that in the printing of the license, staff made an oversight relating to the expiration date. It is his point of view that the license should have expired at the end of December of 2022, but when he learned of the discrepancy in the license document, he advised that the Wadsworth's should be given the chance to present their case to the City Council. He suggested that the Council hear from them and any other parties regarding this appeal before rendering a final decision.

Dave and Chirine Wadsworth approached the Council. Ms. Wadsworth provided information regarding the location that she is working to move her business to; in May of 2022 she and her husband began pursuing a lease of property in Pleasant Grove. The space was not ideal for their business, but they believed they could make it work. In June of 2022, they entered into a verbal agreement and were promised that an official lease was forthcoming. She met with Mayor Ostler to inform him of the verbal agreement and the pending lease. Their business license expired on June 30, 2022 and they requested an extension of the license based upon the pending lease agreement for the new space. They had a hearing before the Council in August of 2022 and were granted an extension until the end of 2022 and from July to October they were preparing to relocate their business to the Pleasant Grove space. This included design work, painting, floor installation, and refrigeration work all while awaiting a written lease from the owner. She stated that they paid for \$30,000 in improvements to the building and informed the owner that they would like to begin moving their product to the space and they received an email from the owner on October 7 informing them that another user would be occupying the building and that there was just 3,000 square feet available for them to use. She stated she and her husband tried to communicate with the building owner and subsequently received an email from the owner's attorney informing them that the 'deal was dead'. She has never heard anything else from the owner of the building. Mr. Wadsworth stated he drove by the building today and it still is not occupied, but it has fresh paint and a new floor that he and his wife paid for. Ms. Wadsworth then stated that they found another location in American Fork, The performed a walk through on October 17 while Young Living was in the process of moving out and they later submitted a letter of intent to lease the space on November 1. They submitted their financial statements and business plans by November 17 and on November 22 they received an initial draft of the lease agreement. Negotiations of the lease terms continued throughout the holiday season and on February 1 they executed the lease agreement. She has provided a copy of the signature page for the lease agreement to the Mayor, but asked that she not be required to submit the full lease as doing so would make that document a public record. She stated that the building is beautiful, but some work needs to be done before they can move in. Mr. Wadsworth stated that the relocation is subject to the schedules of third party contractors that they will hire to perform the work. Ms. Wadsworth stated that they are caught between two cities; Highland has communicated that they need to cease operation and move their business elsewhere, but American Fork is requiring an inspection process in order to finalize the licensure of the operation. She concluded that she and her husband are asking that the Council grant a final extension until May 1 to allow them sufficient time to move to the new location, but still provide service to their customers in the meantime. They will begin paying rent on April 15 and they need to sustain their income in order to satisfy that obligation.

Council Member Smith stated that he is sympathetic to the plight of the Wadsworth's; he is sad to see them leave the City, but they have been so successful and outgrown their home occupation use and there is no other alternative. He asked the Wadsworth's if they believe their customer base will follow them to their new location. Ms. Wadsworth stated that their business pulls customers from many other communities and those customers are excited about the new location because it is located just off of the freeway. She is sad that the location is not in

Highland, but she does believe the move will be a positive one. Mayor Ostler added that he has had conversations with the Wadsworth's about other locations in Highland, but unfortunately there are no suitable spaces in the City.

Council Member Bills stated that the Wadsworth's were aware that their license was being extended until December 30 and she asked when they were aware that they would not meet that deadline; she asked when they contacted the Mayor to inform him of that matter. Mayor Ostler stated that he was contacted by mid-December. Ms. Wadsworth indicated that they had signed a letter of intent by that time, but they were still negotiating the terms of the lease. She apologized for not coming forth as soon as the Council feels they should have. Mayor Ostler noted that through his own experience, he is aware that the lease negotiation process can be very lengthy and difficult. Ms. Wadsworth agreed and noted that the typical process was lengthened due to it occurring during the holiday season.

Council Member Rodela asked when staff first realized that there was a violation at the property and how many complaints the City has received from other residents about the land use. Mr. Patterson stated that staff received the first complaints in 2020; this led to informal discussions between staff and the Wadsworth's about opportunities to adjust the use of the property responsive to the complaints and violations. He stated he is unsure of the exact number but would guess the City has received at least a dozen complaints about the land use. Council Member Petersen thanked Council Member Rodela for her question and noted she was interested in that information as well; she is very torn regarding this issue. She sympathizes with the Wadsworth's and their dilemma, but she also feels an obligation to address the concerns of other residents who have been patient for nearly three years. At some point the Council must make a decision and stand by it with the knowledge that the City has been very flexible and patient and given the Wadsworth's sufficient time to respond to the issue. She is concerned that an extension until May will not be enough given the demand for contractors; it may take several months to complete the work needed on the new space before May 1 and she is concerned about being in this situation again in May.

Mr. Wadsworth asked if the City has received complaints from Highland residents or Alpine residents; his property is on the edge of Highland City, and he would not be surprised if some of the complaints were from Alpine residents. Mr. Patterson stated he cannot say for sure that all complaints were from Highland residents, but he knows that some of them definitely are Highland residents. Mr. Wadsworth stated that it is his assumption that most communication the City receives from residents is negative in nature; most people do not reach out to provide positive feedback and he asked that the Council consider there is support in the community for extending the license for another 90 days.

Mayor Ostler refocused on the staff error resulting in the expiration date listed on the most recent license being June 30, 2023. He suggested that the Council consider whether to approve the May 1 request or the June 30 date. He stated the Council does have the authority to revoke a license. Council Member Rodela acknowledged the license expiration date is June 30, but she asked if the business is being operated in compliance with the City's home occupation regulations referenced by Mr. Patterson. Mr. Patterson stated staff has verified the complaints of non-compliance; it is staff's assessment that the business is operating in violation of City ordinances. He is not sure it is necessary to get into a certain level of detail regarding the violations as he believes that the Wadsworth's agree that their operation is violating the City Code and they are working to relocate. The City would like them to succeed in their business, but it is staff's perspective that the business – in its current form – should not be operating in a residential area. The Wadsworth's have indicated that they cannot scale back their operations, and that is why they have been working to relocate for the past year. Council Member Petersen asked if they can be required to scale back their business for the next six months in order to retain their license. Mr. Patterson stated that they do not have a way of scaling back their business without 'killing' it; either they should be allowed to operate, or the license should be revoked.

Council Member Bills asked the Wadsworth's how long it will take them to transition to the new space. Ms. Wadsworth stated that they want to begin operating from their new space on April 15, but they have asked for an extension until May 1 to provide coverage for any extenuating circumstances. Council Member Bills asked if the Wadsworth's have any documentation of their work with American Fork City to achieve licensure. Mr. Wadsworth stated he did not bring that documentation with him tonight, but he can provide it after this meeting. American Fork has affirmed that the business can operate within the zoning designation that has been assigned to the property and they still need to pass a building and fire inspection.

Mayor Ostler stated that the decision before the Council tonight is to either revoke the license, change the expiration date to May 1, or uphold the current expiration date of June 30, 2023. The Council discussed and debated the options before them, with a focus on civil penalties associated with violation of the City's home occupation license regulations. Council Members Rodela and Petersen expressed they wish that the business could stay in Highland and that they believe the Wadsworth's provide a valuable service; however, non-compliance for years is inexcusable, and it is time for the City to uphold its ordinances and protect other residents who have expressed concerns about the violations. Council Member Smith agreed the Council is charged with upholding its ordinances, but he acknowledged some extenuating circumstances that have made it difficult for the Wadsworth's to bring their business into compliance and/or to relocate to another space. There has been a great deal of uncertainty in the business world following the worldwide pandemic, but the Wadsworth's have acknowledged that they have outgrown their space and must move. He is sad that they spent \$30,000 on a new space without being able to secure a lease. He does not believe the City should take an action that would essentially put them out of business when they are already trying to move. They have a license that is good until the end of June, even if that date is a result of a staff mistake. He agrees that the violations should have been corrected years ago, but he is leaning towards allowing them to operate until they move to their new space, or until June 30, 2023. Council Member Ball suggested a stopgap; the Wadsworth's could begin moving to the new space and use it in a way that is different than what they are used to until the renovations are complete. He agreed with Council Member Petersen that the Council has been lenient, but he wants to continue to be lenient and allow them to do business until May 1. If they are unable to relocate by then, the Council should consider revoking the license. He stated his empathy and his support for their business is stronger than his desire to revoke the license. Mr. Wadsworth stated that he is not sure that they can move into the building and begin operating until the license has been granted by American Fork. Council Member Ball agreed, but noted that once the license is approved, they could operate in a way that is different than what they are accustomed to while the space is being improved. Ms. Wadsworth agreed.

Mayor Ostler opened the public hearing at 7:57 p.m.

Joseph Hunsaker stated that this is an awesome problem to have; his family uses Alpine Food Storage, and he had no idea this was happening, but he is happy for them that their business is growing, and they have experienced the level of success that has forced them to transition from a home occupation to a brick and mortar building. He stated that they have provided a great service to the community, and he is sad to see them go.

Colby Gibson stated this is a heartbreaking situation; the Wadsworth's are so kind and so good. They have acknowledged they are breaking the rules, but he suggested that maybe the rules are wrong. He stated that he travels through the neighborhood where the business is operated very regularly, and he urged the Council to not allow the City to be 'run by whiners'. He stated that the Council has not heard from the thousands of people who have benefitted from the business; during COVID, Alpine Food Storage was the only place he could buy flour. He is surprised that this matter is being debated by the Council when they have been presented with a license that should not expire until June of 2023. He is upset to hear that the Wadsworth's spent \$30,000 on a building they will not be able to occupy and that the City is now considering forcing them to close their business before they can move to a new space. He feels the Council is approaching this issue in the wrong way; they should care more

about individuals and business owners, and he urged them to not make a decision that could result in the business being forced to close.

Mayor Ostler closed the public hearing at 8:04 p.m.

Council Member Bills asked if a business owner can be fined for violating the terms of their business license in order for the residents of the City to understand that the Council does not take such violations lightly. Mr. Patterson stated that the City Code does not provide for civil penalties for violating the business license provisions; all penalties would be criminal in nature.

Council Member Smith referenced the sample motions listed in the staff memo regarding this item; he suggested that the motion to extend would not be appropriate given that the Wadsworth's already have a license that does not expire until June 30, 2023. Mr. Patterson agreed; the Council could make a motion to do nothing at this time or to state that the current license is still valid.

*Council Member Timothy A. Ball MOVED that the City Council allow Alpine Food Storage to continue doing business status quo until the end of their business license on June 30, 2023 with the provision that Council receive semi-monthly updates on progress, especially if it goes beyond agreed upon date.*

*Council Member Scott L. Smith SECONDED the motion.*

Mayor Ostler asked for clarification; he asked if the Council would like to hold another hearing in the event that the business has not been relocated before June 30, 2023. Mr. Patterson stated that a hearing would be required in order for the license to be revoked.

Council Member Bills stated that if the Council is made aware that the business will not be relocated by May 1, she would like to understand the rights the City will have at that time. Mr. Patterson stated that if something changes drastically between now and May 1, the Council can choose to hold another hearing. Council Member Ball stated that was the intent of his motion. Council Member Bills stated that her interpretation was that the Council would simply receive progress reports regarding the status of the relocation; however, she would like to know what options the Council will have if the move is not finalized by May 1. Mr. Patterson suggested the motion be clarified to include language indicating the Council reserves the right to hold further proceedings regarding the validity of the business license based upon updates received from the Wadsworth's.

*Council Member Timothy A. Ball MOVED that the City council authorize the continuance of Alpine Food Storage status quo, with semi-monthly updates with the proviso and condition that if it becomes apparent that the business will not be moved, the Council can revisit the issue and consider negating the extension until June 30, 2023.*

*Council Member Scott L. Smith SECONDED the motion.*

Mr. Patterson asked if the term 'status quo' is an acknowledgement that the business is operating in violation of home occupation ordinances that will be permitted until June 30, 2023. Council Member Ball answered yes.

*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>No</i>
<i>Council Member Kim Rodela</i>	<i>No</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

*The motion passed 3:2.*

**4. PUBLIC HEARING/ORDINANCE: GENERAL PLAN AMENDMENT - MODERATE INCOME HOUSING ELEMENT** *General Plan Update (Legislative) - Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a request by Highland City Staff to update the Moderate-Income Housing Element of the General Plan to be compliant with Utah State Code. The City Council will take appropriate action.

Planner & GIS Analyst Smith explained on August 16, 2022, the City Council had a discussion item that addressed possible adjustments to existing Moderate-Income Housing (MIH) strategies in the General Plan as well as an implementation plan for each of the strategies. The City Council indicated that they wanted to keep the existing implementation measures and did not want to add any new strategies. On September 6, 2022, the City Council approved the amendment recommended by Planning Commission with a change to the ADU section that would state, "On an ongoing basis the city will monitor ADU's and will also seek citizen input." At the December 6 City Council meeting, staff made the Council aware of a notice of non-compliance received from the State. Staff would work on drafting more specific timelines and benchmarks for the Planning Commission and City Council's review. Staff recommends the City Council hold a public hearing, discuss the proposed amendment and Planning Commission recommendation, and approve the proposed General Plan amendment with any changes the City Council determines necessary that are compliant with the requirements from House Bill (HB) 462. She then summarized the strategies from HB 462 that have been included in the moderate-income housing element of the General Plan.

Council Member Smith stated that during past discussions of compliance with HB 462, he does not recall any mention of the City's eligibility to receive American Rescue Plan Act (ARPA) funding for compliance with the legislation. Ms. Smith stated that recommendation was just recently made but has been removed from the legislation. City Administrator Patterson clarified that the legislation would not have applied to funds received directly from the federal government to the City; rather, it would have applied to ARPA funds received by the State, for which cities can apply. Council Member Smith then stated that he is not concerned about losing eligibility for Transportation Investment Fund/Transportation Investment Fund (TIF/TTIF) funding because the City only has one public transit route. He stated that he is very upset about the mandates included in the legislation; the City has conducted several public surveys, and the residents have communicated a preference for low density. Housing affordability is a 'catch phrase' and it is difficult to ensure affordable housing in Highland based upon demographics; the median income in Highland is nearly twice that of the County. He stated he does not believe the City should be mandating affordable housing and, instead, it should be market driven. He stated many State Legislators have never served as a member of a local governing body so they are not familiar with the needs of local residents; there are many problems created by high density for local municipalities to deal with, such as traffic, crowded schools, and water shortages and State Legislators do not need to deal with those matters directly. He would not have as much of a concern if the State were considering each city's demographics, but the problem is created when Highland is lumped in with other cities who have very different demographics and housing affordability is defined differently in those communities. He noted those who really benefit from this legislation are those that stand to increase their revenue by building high density housing. He has a philosophical and principled objection to the legislation and extending the City in order to comply with the legislation will 'open Pandora's Box' in terms of creating indirect zoning decisions. Ms. Smith stated that she tried to word the implementation measures in a way that the choice to pursue affordable housing strategies, such as building a detached accessory dwelling unit (ADU) on their property, would be up to the residents. Council Member Smith asked if that will be interpreted by the Legislature as compliance with the legislation. Ms. Smith answered yes.

Mayor Ostler stated that he agrees with Council Member Smith's assessment of the legislation but noted that that the Legislature is actively working to strengthen the legislation. He stated that in order for rent rates to be

considered ‘affordable’ they must be \$1,658 per month or lower. He stated that someone would have a hard time finding a basement apartment for that rate. He then noted that upwards of 80 percent of the cities in the State had their moderate income housing element rejected by the State; this action is simply an adjustment to that element of the General Plan to ensure compliance with reporting requirements. He stated that he agrees that the legislation is problematic, but the Council must take action. This led to philosophical discussion and debate among the Council regarding the applicability of the legislation to various cities in the State of Utah, with a focus on the penalties for non-compliance with the legislation.

Mayor Ostler opened the public hearing at 8:40 p.m.

Gerald Naumann stated he believes the City should push back against the affordable housing legislation; if cities do not push back, the Legislature will continue to enact these types of laws. He agrees with Council Member Smith that it is not possible to legislate housing affordability and that issue should be left to the market. He stated that he works with mortgages and there is no way to control rates and different conditions that impact a mortgage; the same is true for housing affordability.

Scott Hart agreed the City should push back against the legislation and that more cities should do the same.

Mayor Ostler closed the public hearing at 8:42 p.m.

Council Member Petersen asked how resistance – or ‘push back’ – from the City would be communicated to the State Legislature. Mayor Ostler stated that the City has representation on the Legislative Policy Committee (LPC) of the Utah League of Cities and Towns (ULCT) and those members can communicate that they want the ULCT to oppose the legislation. However, the Legislature and the Governor are both very focused on housing affordability and he does not think it will be possible to defeat the bill altogether. Council Member Smith agreed but noted that there are different conditions in each community that influence housing affordability. He urged all Council Members and residents to contact legislators that represent Highland City and Utah County. The message should be that every city is different and a State-wide or County-wide mandate is not appropriate. Council Member Rodela agreed that many residents moved to Highland for a reason; they appreciate the rural feeling and low-density residential neighborhoods. She agrees that housing affordability is important because she wants her children to be able to afford a home in Highland one day, but she wondered if there is a way to comply with the legislation that does not impede the way of life in Highland. She stated that she thinks that the ADU strategy is a good ‘outside of the box’ solution for complying with the legislation and preserving the nature of the community. She added that age-specific housing, such as 55 and over communities are also a great strategy. Mayor Ostler agreed, but noted in the past the City has been classified as ‘elitist’ due to its lack of high-density housing and its response to the housing affordability legislation; however, the City has added several developments with higher density and that type of development will likely continue. He stated that the State continues to ask for more, however, and that is unreasonable. Council Member Bills agreed.

City Administrator Wells addressed Council Member Petersen’s question about what ‘pushing back’ looks like; if the Council chooses to not update the moderate income housing element of the General Plan, the City will be deemed non-compliant with the legislation and will be charged \$94,000 per year as a fine for non-compliance. Council Member Smith stated that the alternative would be to adopt three strategies, but not really do anything to implement those strategies. Ms. Wells stated that the element includes implementation measures as well, and those will be part of future reporting to the State.

Mayor Ostler facilitated discussion among the Council with the goal of choosing three strategies to include in the moderate income housing element of the General Plan for submission to the State of Utah. He suggested that pursuing a senior housing zone is a strategy that would be appropriate for the City to adopt. Council Member Smith asked if a decision must be made today. Ms. Wells stated that the Plan must be submitted to the State immediately or the City will be out of compliance.

Council Member Bills stated that she feels the legislation is ridiculous, but she is not prepared to spend nearly \$100,000 in taxpayer money for noncompliance. She is willing to vote to update the moderate-income housing element of the General Plan but would also like to send a strongly worded letter to the State Legislature communicating the City's position. Council Member Petersen agreed; she would like to develop a plan for opposing the legislation and pursuing future modifications. She stated that the senior living zoning makes sense to her; she is also willing to entertain a survey regarding the ADU land use and mixed-use developments that include housing elements. This led to continued discussion among the Council regarding appropriate strategies to include in the document; they settled on options E, F, and U, which read as follows:

- E - create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones:
  - 2023 language: Include in the City's annual survey a question to gauge support for detached accessory dwelling units in residential zones.
  - 2025 language: Review the results of the annual survey. If there is significant support for detached accessory dwelling units, work with the Planning Commission and City Council to update the Development Code to allow for them; if there is not significant support from the residents, determine an alternative way to reduce regulations for internal accessory dwelling units.
- F - zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers:
  - 2023-2025 language: Permit the remaining 425 lots for the townhomes, carriage lots, and cottage lots that have yet to apply for building permits in the Ridgeview Planned Development.
  - 2024 language: Remove the requirement to include a commercial aspect in Planned Development (PD) Districts.
  - 2026 language: Work with the Planning Commission and City Council to update the Land Use Plan in the General Plan to allow for higher density housing adjacent to Commercial Retail, Commercial-1, and appropriate Planned Development zones.
  - 2027 language: Work with the Planning Commission and City Council to research and draft an ordinance creating a residential zone with higher density such as a senior housing zone.
- U - develop a moderate-income housing project for residents who are disabled or 55 years old or older:
  - 2024 language: Work with the Planning Commission and City Council to draft an age-restricted senior housing residential zone that requires a density higher than the City's typical residential zoning. Work with the Planning Commission and City Council to determine areas in the City where this zoning could be approved.
  - 2025 language: Adopt the new senior housing zone and work with the State on application of that zone to State owned property adjacent to North County Blvd.
  - 2028 language: If no property owners have requested to rezone in appropriate areas, rezone areas determined to be appropriate by the Planning Commission and City Council.

Council Member Ball stated he wants to be sure that regulations can be imposed on 55 and older communities to ensure that use is maintained in perpetuity rather than converted to a different use to allow the units to be sold to owners of any age. Mr. Patterson stated a deed restriction can be placed on a 55 and older subdivision, but the City cannot enforce it; rather, it would be enforced by a homeowner's association (HOA) for the project.

*Council Member Kim Rodela MOVED that the City Council APPROVE the proposed amendment to the Moderate-Income Housing Element of the General Plan as recommended by the Planning Commission; strategy "E" is adopted with no changes, "U" is adopted with the change to the 2025 language to refer to it as "a new senior housing zone.", and "F" is adopted with no changes.*

*Council Member Sarah D. Petersen SECONDED the motion.*

Scott requested further clarification on U and the change.

*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>No</i>

*The motion passed 4:1.*

**5. PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT - RECORD DRAWINGS** *Development Code Update (Legislative) - Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend Section 5-9-111 of the Development Code to clarify details regarding record drawings or as-builts for completed subdivisions. The City Council will take appropriate action.

Planner & GIS Analyst Smith explained the Engineering Department has been working with several developers in an attempt to get more accurate record drawings for completed subdivisions. The current Code requires record drawings to be provided in order to give the City an updated plan set of what was actually constructed in the field, but the Code lacks specificity on what exactly is required which has led to confusion for developers and staff. Record drawings include actual survey points for each public improvement and utility that is placed in the ground. They show how the improvements may have changed from the approved plans for various reasons based on field conditions during construction. Record drawings are a necessary part of the development process as the Engineer of Record is liable for the design and must ensure that the project meets engineering and safety standards for all deviations from that engineering plan. The proposed amendment to Section 5-9-111 of the Development Code requires the following for record drawings:

1. PDF showing the improvements installed per the approved construction plans marked as “AB”.
  - a. All improvements must be shown in actual location with a horizontal control based off of the Utah County GIS Coordinate System, station and offset, or other control measures approved by the City Engineer.
  - b. Points shall be listed with the dimensions of the improvements; the document shall include a reference table with all of the points.
  - c. The survey points shall be from open-trench or pre-burial conditions, where applicable.
2. CAD files with the survey points for the public improvements.
3. Engineer of Record Stamp certifying the locations of the completed public improvements on the document.

The public improvements and record drawings of the improvements must be accepted and approved by the City Engineer prior to any release of bond monies or beginning of any warranty period.

Ms. Smith concluded staff recommends the City Council hold a public hearing, accept the findings, and recommend approval of the proposed amendment relating to record drawings of completed subdivisions.

Council Member Smith spoke to the importance of requiring record drawings for improvements. Mayor Ostler agreed and stated he has had personal experiences related to the lack of record drawings for infrastructure improvements.

Mayor Ostler opened the public hearing at 9:12 p.m.

There was no public comment.

Mayor Ostler closed the public hearing at 9:12 p.m.

Council Member Scott L. Smith *MOVED* that the City Council *APPROVE* the proposed amendment to Section 5-9-111 of the Development Code relating to record drawings of completed subdivisions.

Council Member Sarah D. Petersen *SECONDED* the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

## **6. PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT - MODEL HOMES**

*Development Code Update (Legislative) - Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend several sections of the Development Code relating to model homes in residential zones. The City Council will take appropriate action.

Planner & GIS Analyst Smith explained on January 17, 2023, Staff communicated the need to update the Development Code for the regulation of model homes. The Council agreed that approval of model homes should be done administratively but wanted to keep some regulations in place. She provided a summary of the proposed text amendment as follows:

1. The proposed amendment adds model homes as a permitted use in R-1-40, R-1-20, R-1-30, Town Center Overlay Urban Subdivision, and Town Center Transitional Housing Overlay zones and refers to Section 3-617 in Supplementary Regulations. The amendment also removes model homes as a conditional use in each of these zones.
2. The proposed amendment details the regulations for a model home in Section 3-617: Model homes used for the sale of homes/lots within a subdivision in Highland are a permitted use in all residential zones, provided that the model home conforms to the following requirements:
  1. The maximum number of personnel shall not exceed three (3) at any given time, not including visitors.
  2. All parking and traffic created by the use must follow typical traffic laws, with the same number of off-street parking spaces provided with the model home as required for other similar residential units within the zone.
  3. Signage shall be regulated by the existing sign ordinance.
  4. Outdoor lighting shall be limited to outdoor and landscape lighting permitted in a residential setting as defined in the Municipal Code.
  5. A model home shall operate only between the hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday.
  6. Model homes shall obtain a business license and follow typical business license regulations that are not specified in this Code.
  7. If any portion of the model home is used as a sales office or for other commercial purposes, such portion shall comply with applicable ADA requirements.
  8. Garages used as sales offices shall be converted back before occupancy is permitted.
  9. All homes permitted under this section shall have a final inspection prior to conversion as a residential use.

10. No model home use shall exceed two (2) years. An extension may be approved by the Zoning Administrator if it is determined not to create an undue burden upon residents of the immediate area and the applicant is actively marketing homes/lots related to the model home within Highland.

The Planning Commission held a public hearing on January 24, 2023. No resident comment was made. Commissioners discussed landscaping and xeriscaping requirements for the model homes. Staff clarified that the model home would be expected to meet typical landscaping requirements for the residential zone. Commissioner Abbott asked about ADA regulations for model homes. The City Attorney said he would do research and be prepared with potential requirements before the amendment is reviewed by the City Council. The Planning Commission voted seven to zero to recommend approval of the proposed amendment. After the Planning Commission meeting, the City Attorney worked with staff to draft an additional regulation relating to ADA requirements. Bullet number 2.7 in the summary above is the addition drafted based on the Planning Commission's question regarding ADA requirements. Staff recommends the City Council hold a public hearing, accept the findings, and approve the proposed amendment relating to model homes in residential zones.

Mayor Ostler opened the public hearing at 9:16 p.m.

There was no public comment.

Mayor Ostler closed the public hearing at 9:16 p.m.

*Council Member Timothy A. Ball MOVED that the City Council APPROVE the proposed amendment to several sections of the Development Code relating to model homes in residential zones as recommended by the Planning Commission with the addition regarding ADA requirements.*

*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. ACTION: PI METER CONSTRUCTION CONTRACT WITH HYDRO VAC EXCAVATION** *General City Management - Andy Spencer, City Engineer/Public Works Director*

The City Council will consider approving a construction contract with Hydro Vac Excavation, LLC for the installation of PI meters. The Council will take appropriate action.

City Engineer/Public Works Director Spencer explained the City Council has previously accepted grant funding through the Bureau of Reclamation and Utah State Department of Water Resources for the installation of pressurized irrigation (PI) meters and provided direction to proceed with preparations for the PI meter project. In December of 2022, the City placed out to bid the installation portion of the PI meter project. Bidding was solicited through the Utah State procurement website (Sciquest). The bid opening date was on January 17th, 2023. We received a total of six bids. Of the six bids received, J&C Testing provided the lowest bid of \$175,750. Due to the deficiency in information submitted with the J&C Testing bid it is considered as non-responsive. Hydro Vac

Excavation, LLC was the second lowest bidder at \$656,150. The City Council would also include a 10% contingency in the authorization for a contract award for a total of \$721,765. Hydro Vac has a great deal of experience with PI meter installations having installed meters in Lehi, American Fork, Lindon, and several other cities in Utah. All the references we have contacted are very pleased with the work they have performed. The bid documents provide at the City's option for an extension of the contract for the ensuing years of meter installation. The bid from Hydro Vac includes a 10% increase for the installation of meters in 2024 and 2025. The City will evaluate the performance in 2023 before making decisions relative to future years. Funding for this expense will be taken from General Ledger (GL) 53-40-50, PI Meter Grant with the City's match coming from 53-40-60, PI Capital. The City's portion is included in the PI utility rate study and fund balance is sufficient for the City's portion. It is anticipated that this construction will be completed in FY23 and FY24. Staff is monitoring current PI projects to determine if a budget adjustment is necessary in FY23. The remaining expenses for this project will be included in the FY24 Budget. Staff recommends the approval and award of a construction contract with Hydro Vac Excavation, LLC for the installation of PI meters.

Council Member Smith asked why it was necessary for the City Attorney to provide a formal letter recommending that the Council vote to award the contract to someone who was not the lowest bidder. Mr. Spencer stated that he was simply trying to be prepared for all questions that may be raised during the public meeting, specifically any questions that may be asked by the low bidder.

Mayor Ostler asked if the low bidder has done work in other cities. Mr. Spencer stated that all bidders were asked to include information in their bid regarding experience they have with other cities; J&C Testing did not provide that information in their original bid, but later provided references after being contacted by City staff. Staff checked with those references and just one city indicated that their scope of work involved digging up lawn to install meters; all other projects involved simply replacing existing meters with new meters with no disruption to existing landscaping or other improvements. Mayor Ostler asked if J&C was made aware that this matter would be discussed tonight. Mr. Spencer stated that he has sent an email to J&C informing them that this recommendation was being made to the Council tonight and that they were not recommended for the award. They were also informed that this would be a public meeting and that they would have the opportunity to address the Council and represent themselves. Mayor Ostler asked if there is a representative of J&C present this evening; there was no such representative appearing to be heard. Mayor Ostler indicated there is a representative of Hydro Vac present.

Council Member Bills noted this project is also the result of a State mandate and she inquired as to the total projected cost of the meter installation. Mr. Spencer stated that the total cost for the entire City is estimated to be \$9.8 million. Council Member Bills asked if staff had an understanding of all other improvements that would be required to ensure that the meters function properly. Mr. Spencer answered yes, but noted many of those improvements are part of a separate project.

Mayor Ostler noted it is important to select a bidder that performs the project correctly due to the fact that it is being funded using federal grant dollars and the City will be required to report on the completion of the project. Mr. Spencer stated that is correct; federal government reporting is very detailed and if the award of the bid were challenged, it would be helpful for the City to have clear document of the reasons that the contract was awarded to someone other than the low bidder.

Council Member Smith asked if the contract documents include information regarding the timeline for replacing grass or other landscaping. Mr. Spencer answered yes; the contractor must restore the grass within a few days of performing the meter install and they will warranty the replaced grass or planting for 60 days.

Mayor Ostler invited public input.

Joseph Hunsaker asked who will own the meter on his property. Mr. Spencer stated that the main water line to the meter and the meter are owned by the City; any connection from the meter to the private improvements on the property belong to the homeowner and must be maintained privately. Mr. Hunsaker asked what other items

on a private property are owned by the City. Mr. Spencer stated that the park strip in front of a home is technically owned by the City but maintained by the abutting property owner. Infrastructure lateral lines on private property are technically owned by the property owner. If a property has been subdivided, there is a 10-foot public utility easement on most properties, and this is where publicly owned and maintained infrastructure is located.

Council Member Smith stated there are many long-term residents of the City who were told several years ago that pressurized irrigation lines would never be metered and they could always have as much water as they want. Unfortunately, with the phenomenal growth along the Wasatch Front, the State has mandated metering by the year 2030; he appreciates the work that Mr. Spencer has done to secure grant funding to aid in responding to this mandate and relieve some of the burden on taxpayers.

Mayor Ostler stated that some irrigation boxes contain the valve and a filter; he asked if any filters that are disturbed as part of the meter installation process will be replaced. Mr. Spencer stated there are five different scenarios identified in the bid; the intent is to leave a property as it was found. Mayor Ostler asked if that means the contractor will repair any damage to cement, to which Mr. Spencer answered yes, though he anticipates very little concrete repair as part of this project.

*Council Member Scott L. Smith MOVED City Council APPROVE the construction contract with Hydro Vac Excavation, LLC in an amount up to \$721,765 which includes a contingency and AUTHORIZE the City Administrator to sign the necessary contracts.*

*Andy: suggested adding the words up to \$721,765.*

*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.*

## **8. EXPEDITED ITEMS**

**a. ACTION: Approval of Sensus AMI Agreement** *General City Management - Andy Spencer, City Engineer/Public Works Director*

The City Council will consider authorization of an agreement for software that facilitates daily communication from the pressurized irrigation meter to the citizen or business owner. Council will take appropriate action.

City Engineer/Public Works Director Spencer explained the Council previously approved the purchase of Sensus meters and hardware to facilitate the pending pressurized irrigation (PI) meter project. Sensus requires that the City enter into a 5-year agreement for the software to operate the system. In 2018 the City entered into an agreement that defined the lease of the radio frequency from the FCC that the City currently uses to read the culinary meters via a drive-by method. This agreement builds on that agreement. In the future, the City will be able to equip the culinary (drinking water) meters with compatible communication devices. At that time, both the culinary and PI meters usage will be available daily to the citizens. To use this service, citizens will need to

create an account login, there will be no additional charge to the citizens. The cost of the services associated with this agreement is \$26,925 for the first year. Ensuing years will be similar; however, as more connections are added to the system, there will be some adjustments in charges. Funding for this expense in calendar year 2024 will be included in General Ledger (GL) 53-40-17, PI Radio Maintenance & Tower Rent within the FY2024 budget. The initial expenditure will be paid through the PI meter project funds which are a combination of user rates and grant revenues. This account is GL 53-40-50, PI Grant Expenditures. Mr. Spencer concluded staff recommends approval of the agreement.

Council Member Smith asked if staff is satisfied with the proposed location of the two communication towers. Mr. Spencer answered yes, the recommendations are based upon a study performed by Sensus, but the towers must be located on City-owned property. He described the appearance of the towers, noting that they should not be too visually intrusive as they should blend in with other existing power poles and associated infrastructure.

*Council Member Kim Rodela MOVED that City Council APPROVE the agreement with Sensus for the PI meter project and AUTHORIZE the City Administrator to sign the agreement.*

*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.*

**b. RESOLUTION/ORDINANCE: Council Procedures, Personnel Policy, and City Officers Update** *General City Management/Municipal Code Update (Legislative) – Rob Patterson, City Attorney*

The City Council will discuss draft updates to the Council’s rules of procedure, the City’s personnel policies, and sections of the Highland Municipal Code related to council meeting procedures and the appointment and removal of city officers. The Council will take appropriate action.

City Attorney Patterson reported on October 18, 2022, the City Council reviewed and discussed the Highland City form of government and the allocation, delegation, and division of power between the Mayor, Council, and City Administrator. As part of that discussion, the Council directed staff to work on updates to the City Code and Council rules of procedure to clarify questions regarding who on city staff is a City “officer,” how City officers are appointed and removed, how the Council can and should interact with staff, and how agendas are set and presented. On January 17, 2023, staff presented the draft changes and draft documents on these matters for the Council to review and provide feedback on. The Council provided additional direction on the City Administrator’s role in appointing officers, the methods of removing City officers, and on removing agenda items added by Council Members. The Council directed staff to make three changes as follows:

1. Require City Administrator advice (but not appointment or consent) on appointment of city officers.
2. Allow city officers to be removed with mayor and majority (rather than unanimous) council approval, without administrator consent.
3. Require both council members who asked for an item to be added to an agenda to consent to the rescheduling or removal of the item.

Council Member Smith asked why the Assistant City Administrator is designated as a Department Head rather than a City Officer and why the Council would not have some role to play in hiring or firing that individual. He stated he is unsure what ‘department’ the Assistant City Administrator will oversee. Ms. Wells stated that all other City officers’ positions are dictated by State Code, or their duties are defined in the City Code; the same is not true for the Assistant City Administrator position. Council Member Smith wondered if Department Heads should be added to the list of positions that the Council has the authority to appoint.

Mayor Ostler invited public input.

Brian Braithwaite stated that he likes the proposed changes.

Mr. Patterson then concluded there are three motions for the Governing Body to consider; the Mayor should vote on the first motion since it modifies the Mayor’s powers and duties.

*Motion 1:*

*Mayor Kurt Ostler MOVED that the Council ADOPT the Highland City Ordinance amending Title 2 of the Highland City Code regarding municipal officers.*

*Council Member Scott L. Smith SECONDED the motion.*

*The vote was recorded as follows:*

<i>Mayor Kurt Ostler</i>	<i>Yes</i>
<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 6:0.*

*Motion 2:*

*Council Member Kim Rodela MOVED that the Council ADOPT the Highland City Resolution adopting the City Council Procedures and Policies dated February 7, 2023.*

*Council Member Sarah D. Petersen 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.*

*Motion 3:*

*Council Member Sarah D. Petersen MOVED that the Highland City Council ADOPT the Highland City Resolution amending portions of the Highland City Personnel Policies related to city officers and department heads.*

Council Member Brittney P. Bills *SECONDED* the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

**c. RESOLUTION: Appointment of City Officials** *General City Management (Legislative)*  
- Rob Patterson, City Attorney

The City Council will consider consenting to and ratifying the appointment of all city officers. The Council will take appropriate action.

City Attorney Patterson explained that in connection with the draft changes to the City's policies and codes regarding City officers, City staff reviewed all current officers to determine when or if they were appointed by the mayor with the advice and consent of the City Council. Upon review, it was unclear for some officers when, or if, they were actually appointed in accordance with city code. Further, the City Council has considered and adopted a city code amendment that creates the new office of City Finance Director. Accordingly, staff believed it would be helpful and clarifying for the City Council to officially ratify the appointments that have previously been made and confirm all City staff that are currently operating as City officers. This will not change any employment status or position of any of the named employees or officers. Staff recommends the Council consent to the appointment of all City officers as currently serving.

Council Member Scott L. Smith *MOVED* that the Highland City Council *ADOPT* the Highland City Resolution ratifying and consenting to the appointment of all Highland City Officers, as now constituted.

Council Member Sarah D. Petersen *SECONDED* the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

Council Member Scott L. Smith *MOVED* to continue the meeting to 10:10 pm.  
Council Member Kim Rodela *SECONDED* the motion.

All voted in favor and the motion passed unanimously.

## 9. DISCUSSION ITEMS

**a. Parks Division Operation Building** *General City Management - Andy Spencer, City Engineer/Public Works Director*

The City Council will discuss the proposed City Parks Division operations building (parks building) and the recent decision to place the parks building at the Community Center site. The Council will take no action as this will be a discussion item only.

City Engineer/Public Works Director Spencer explained on January 17, 2023, the City Council denied the bids that were received for the parks building and directed staff to further investigate placing the parks building at the Community Center site. Staff has considered the options for the site plan at the Community Center. Staff has narrowed the options considered to a final choice between two options. He discussed options eight and nine and presented site plans for each of the options:

- Option #8 places the building along the eastern site property line with the building openings facing west. This option allows for more separation between the buildings and may facilitate better the use of a metal structure. Option #8 provides 26 new parking spaces for the Community Center. It also allows for an additional entrance to the Community Center from Alpine Highway.
- Option #9 places the building 9-feet away from the Community Center with the building openings facing north. This provides the most parking for the Community Center. with 34 new parking spaces. With this layout, an access to Alpine Highway would still be added, but would be restricted to City vehicles only as it would enter directly into the Parks Building yard.

There has been recent discussion amongst the Council regarding the structure constructed at the northwest corner of Alpine Highway and Canal Blvd. This structure is 5,600 sq. ft. and 35' tall to the roof peak. The parks building is proposed as +/-6,500 sq. ft. The roof height will be approximately 30 feet. As such, the parks building will be a similar size and scale to the building located at the northwest corner of Alpine Highway and Canal Blvd. In either option, the parks building will be a contrast both from a size and architectural standpoint to the existing Community Center. That contrast will be especially evident in Option #9 as the parks building is only 9 feet away from the Community Center. In either case, Council may want to consider a different construction methodology to more closely align with the existing Community Center building and minimize the contrast. Both options have additional drawings included that show the anticipated daytime and overnight parking when the parks building is operating at peak staffing. It is anticipated that winter usage at the parks building will be contained within the fenced enclosure. The cost estimates for Option #8 for a wood construction to match the existing structure is \$1,818,921 or \$1,639,896 for a metal structure. For Option #9, costs are estimated at \$1,852,638 for a wood structure or a metal structure is estimated at \$1,672,073.

Council Member Smith asked if the addition of a breezeway would allow for joint use of the bathrooms. Mr. Spencer stated that could be accomplished, but based upon past direction, he tried to keep the uses of the two facilities separate from one another. The breezeway was added to help the two buildings look like one large municipal building rather than a building and a shed on the same site. The breezeway was purely esthetic.

Mayor Ostler facilitated discussion among the Council regarding their support for options eight and nine. Council Member Petersen stated that the arts programs in the community continues to grow and the need for the community center space is real. She feels it is important to maintain the feeling of community that is created by the arts council's use of the center, and she asked that the parking and daytime use of the facility remain independent of that for the new parks building. Council Member Rodela stated she agrees with the idea of leaving the community center alone; she stated she supports option nine. Council Member Bills and Mayor Ostler agreed. Mr. Spencer stated he also likes option nine from an operational standpoint. Council Member Smith stated he can also support option nine and asked how it is going to be funded. Mr. Spencer stated that the City has \$900,000 available for the project at this time, but it will be necessary to find an additional \$900,000 to complete option

nine. Council Member Bills stated she feels the funding can be examined as the Council moves through the upcoming budget process. Council Member Ball agreed, he will support option nine and looks forward to funding discussions.

Ms. Wells asked Mr. Spencer if he can solicit bids or if he needs direction on whether to use wood or metal in the building's construction. Mr. Spencer stated that he will begin working on design and he does need some guidance on whether to build a metal building or to try to match the architecture of the community center. Council Member Petersen stated that she thinks it would be appropriate to match the architecture. Council Member Rodela stated she needs some visual aids in order to visualize how a metal building would look on the site. Mr. Spencer stated he can provide some conceptual renderings of the building before the Council makes a decision on whether to proceed with formal design of the facility.

*Council Member Scott L. Smith MOVED to continue the meeting to 10:20 pm.*

*Council Member Kim Rodela SECONDED the motion.*

*All voted in favor and the motion passed unanimously.*

## **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. Meyers' Sewer Agreement** – *Andy Spencer, City Engineer/Public Works Director*

City Engineer/Public Works Director Spencer reported that three or four years ago, the City traded property with Lehi City in the Dry Creek area and the property that was traded away is privately owned. The owner is now pursuing an agreement to allow them to connect to the City's sewer system and staff will present the agreement to the Council at a future meeting.

### **b. TSSD Rates** – *Erin Wells, City Administrator*

Brian Braithwaite, representing the Timpanogos Special Service District, discussed changes to impact fees charged by the District; the previous impact fee was \$1,785.55 per equivalent residential unit (ERU) and the new impact fee is \$3,559.00 per ERU. Developer's threatened litigation because they felt the fee was too high so the District developed a formula for calculating the impact fee based upon updated plans, construction costs, and inflation. The District's fees are now in line with other Districts; the District is appropriately planning for growth, which is paid for using impact fee revenue.

### **c. Library Software** – *Erin Wells, City Administrator*

City Administrator Wells reported the Library is moving away from their current software to an open-source system; over the next four years, the software is expected to pay for itself, but the transition requires a budget adjustment at this time.

Council Member Bills asked if the library software will change any filtering for internet searched. Ms. Wells answered no.

### **d. Bonding for Public Improvements** – *Rob Patterson, City Attorney*

City Attorney Patterson stated the City has heard from developers about the lack of a timeframe in City ordinances regarding bonding for public improvements; staff will be recommending adding a two-year time frame to the City's regulations regarding such bonds.

**e. Personnel Policy – Affordable Care Act** – *Rob Patterson, City Attorney*

City Attorney Patterson stated that according to the Affordable Care Act (ACA), an employee must work only 30 hours per week to be eligible for health insurance; however, the hours worked per week can be averaged over the period of an entire year, and staff is recommending a policy amendment to institute language to that affect.

**f. December Financial Report** – *Tyler Bahr, Finance Director*

Due to time, the financial report was not provided at this meeting.

**g. Legislative Updates** – *Kurt Ostler, Mayor*

Mayor Ostler and City Administrator Wells provided a brief report of the activities of the Utah League of Cities and Towns (ULCT) during the 2023 legislative session; he also reported on the implications on some pieces of pending legislation.

**g. Future Meetings**

- February 8, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
- February 21, City Council Work Session & Meeting, 6:00 pm, City Hall
- February 28, Planning Commission Meeting, 7:00 pm, City Hall
- March 7, City Council Meeting, 7:00 pm, City Hall

**11. CLOSED SESSION**

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

There was no closed session.

**ADJOURNMENT**

*Council Member Scott L. Smith 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 10:22 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 February 7, 2023. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC  
City Recorder



# CITY COUNCIL AGENDA REPORT

## ITEM #3b

**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Kurt Ostler, Mayor  
**SUBJECT: ACTION:** Planning Commission Appointments  
**TYPE: GENERAL CITY MANAGEMENT**

### PURPOSE:

The City Council will consider the Mayor's request to ratify the appointment of Debra Maughan as an Alternate Planning Commissioner. The Council will take appropriate action.

### PRIOR COUNCIL DIRECTION:

Not applicable.

### BACKGROUND:

The Planning Commission is made of seven members and two alternates appointed by the Mayor with the advice and consent of the City Council. Commissioners serve four year terms beginning February first of each year. The Commission provides recommendations to the City Council on land use matters.

Based on Debra Maughan's past civic engagement, I am recommending her to be appointed to a full 4-year term as an Alternate Commissioner. Below is a summary of the Planning Commission seats and appointees.

Seat	Name	Term Expiration	Notes
1	Audrey Moore	2027	2021 – Appointed to fill Chris Kemp's unexpired term; Appointed as Commissioner Chair till July 2023
2	Claude Jones	2027	2019 – Appointed to a 4-year term
3	Tracy Hill	2026	2022 – Appointed to a 4-year term
4	Chris Howden	2025	2021 – Appointed to a 4-year term
5	Jay Roundy	2025	Appointed to fill Mino Morgese's unexpired term
6	Jerry Abbott	2024	2020 – Appointed to a 4-year term
7	Trent Thayn	2024	Appointed to fill Tyler Standifird's unexpired term

Alternate	Chris Dayton	2026	Appointed as an alternate to fill Trent Thayn's unexpired term
Alternate	Debra Maughan	2027	Appointed to a new 4-year term

**FISCAL IMPACT:**

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

**MOTION TO APPROVE:**

I move that City Council ratify the Mayor's appointment of Debra Maughan to serve a four-year term on the Planning Commission.

**ATTACHMENTS:**

1. Debra Maughan Volunteer Statement



HIGHLAND CITY

5400 W. Civic Center Dr., Suite 1 • Highland, UT 84003  
(801) 756-5751 • Fax (801) 756-6903

## Highland City Volunteer Statement of Interest

The residents of Highland have great pride in their City. The City utilizes many volunteers in numerous capacities to improve the overall quality of life in our town. In order to encourage this participation, the Mayor is requesting statement of interests from those who are willing to serve. As vacancies or needs arise within the City, the Mayor will review the statements, conduct interviews and make selections. If you are interested in serving as a volunteer within Highland City, please submit this statement of interest to the City Offices.

Name: Debra Maughan Date: 02-02-2023

Residence address: [REDACTED]

Phone number: [REDACTED] Email: [REDACTED]

Please fill out the following or attach a resume listing expertise, experience, interests, etc.

How long have you resided in Highland City? 32 years

Occupation: Thanksgiving Point

Education: BA Social Psychology

Are you able to meet in the evenings? yes Semi-monthly: X Monthly: X

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: Involved in the making of two city master plans in the 1990's. Member of the SAFE committee.

Served on Cemetery Committee from its inception until after it was built. Member of the first Tree Commission

and along with Meg Glade wrote the original ordinance for planting city trees. Designed and wrote

the first street tree selection guide. Began Tree City USA in Highland. Original Library committee. Highland Fling committees...

Please state why you would like to serve: As seen above I have always been very interested in the development of Highland City. I care about aesthetics as well as practicality. My input has been valued in the past but being outvoted does not bother me. I feel I would be an asset to the commission.

If not selected for an immediate opening, do you wish to be considered for the next opening? yes

Additional comments: If any explanation of my committee work or any other information is warranted, just contact me! Thank you.

Please select which committee(s) you are interested in serving on: *(submittal of this form does not guarantee an appointment)*

### Standing Committees

- Arts Council
- Friends of the Library
- Highland Fling
- Historical Society
- Library
- Library Board
- Parks, Trails & Tree Commission
- Planning Commission
- Youth Council

### Ad Hoc Committees

- Beautification Committee
- Inclusivity Committee



# CITY COUNCIL AGENDA REPORT

## ITEM #4

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**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Kellie Smith, Planner & GIS Analyst  
**SUBJECT: RESOLUTION OF INTENT:** Phyllis Smith Annexation  
**TYPE: LAND USE (LEGISLATIVE)**

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### **PURPOSE:**

The City Council will hold consider a request by Shaun Athey, representing Phyllis and Trent Smith, to annex approximately 1.13 acres of property located at 7015 W 9600 N. The purpose of this resolution is for the Council to accept or reject the application for further consideration. The Council will take appropriate action.

### **STAFF RECOMMENDATION:**

The decision to annex and under what circumstances are legislative decisions. The Council has complete discretion in making these decisions. Staff recommends the City Council consider the staff analysis below and potential impacts from not requiring the City's standard regulations. After taking these issues under consideration, Staff recommends the City Council APPROVE the Resolution indicating the intent of Highland City to consider the proposed annexation and give Staff direction on what to include in the annexation agreement.

### **PRIOR COUNCIL DIRECTION:**

On December 6, 2022, the City Council discussed the potential of waiving specific code requirements as part of a future annexation request. Two Councilmembers mentioned that they would like more time to consider the request and determine whether approval of it would create a problematic precedent for the City. Other Councilmembers shared that they were leaning toward waiving the public improvement requirements. The Council indicated that they were comfortable with the applicant proceeding with the annexation and communicated a willingness to formally consider Phyllis Smith's requested exception.

### **BACKGROUND/STAFF ANALYSIS:**

#### **Annexation Process**

Utah Code Title 10 Chapter 2 Section 4 explains the process below.

#### *Notice of Intent*

The Council adopts a resolution indicating intent to consider annexing the property. Accepting the petition for further consideration does not approve the annexation. Rather it allows the applicant and staff to complete the notification and review requirements outlined in State Code. After adoption of the resolution, Staff has 30 days to review the annexation and certify that the annexation follows State code

requirements and is annexable. Once the annexation is certified, the City will send a notice to the County, City Council, and the sponsor of the petition of the certification.

#### *Action*

After the petition is certified, and notice has been provided, the legislative body or affected entities have 30 days to protest the annexation. If an annexation is protested, the item is heard by the Boundary Commission. If no protest is filed, a public hearing is held and the City Council approves or denies the ordinance for the annexation. Notice of the public hearing will be completed as required in Utah Code. If any Council concerns regarding the request to waive any code requirements have yet to be resolved, the council also has the option of continuing the item and negotiating with the applicant.

### **Highland City Annexation Policy Expansion Plan**

The subject property is included in the Highland City Annexation Policy Expansion Plan. The planned zoning for the southwest area is R-1-20. If the City Council allows the property to be annexed and zoned R-1-20, the subject property would have enough square footage to be subdivided into two (2) lots, however, by Development Code requirements, does not have enough road frontage for two (2) lots. The Highland City parcel to the east of the subject property would need to be included in the subdivision plat to be designated as public right-of-way. These details would be included in the annexation agreement.

### **Public Improvement Requirements**

Staff's recommendation is that all the Development Code and City engineering regulations be required with the annexation meaning no standard requirements are waived. This ensures that all those who develop in Highland are treated the same and helps to prevent future problems when homeowners are seeking standard city services and when the City is working to maintain those services.

If the City Council decides to approve the resolution of intent, the annexation will include an annexation agreement that will detail all improvements that the Council would decide to require or waive. Below is a summary of the public improvements that would typically be required for any subdivision in Highland City.

#### Utilities

In order to service the additional single family home to the south, the applicant will need to provide appropriate utilities to the lot through the City parcel, and pay all appropriate impact fees for both the existing home and the new lot.

*Culinary* – Because the property was included in the original Highland Water Company service area, the property owner will not need to dedicate any additional culinary water to the City. The property owner will be responsible for extending the culinary water line down the City parcel to service the new lot. Appropriate culinary water meter fees will be required with the building permit for the new home.

*Pressurized Irrigation* – With the development of the subdivision, the

property owner will be required to provide secondary water shares to the City as defined in Section 5-8-112 of the Development Code. The pressurized irrigation impact fee will also be required for the existing home. The property owner will be responsible for extending the secondary water line down the City parcel to service the new lot, and connect the existing lot to the City pressurized irrigation system. Appropriate pressurized irrigation impact fees will be required with the building permit for the new home.

*Sewer* – The property owner will be responsible for extending the sewer line down the City parcel to service the new lot, and connect the existing home to the City sewer system. Appropriate City sewer and Timpanogos Special Service District (TSSD) impact fees will be required for both the existing home and the new lot to the south.

*Storm Drain* – The road improvements will be required to follow standard storm drain criteria which will require sumps and possibly storm drain inlets. The number and locations of these improvements is determined based on the percolation rates of the ground, which are provided by the subdivider with the civil plan application.

*Lehi Irrigation Ditch* – On the northwest corner of the Smith’s property there is a private Lehi Irrigation Ditch that is open. As part of the requirement to complete the sidewalk on 9600 N, the Smiths will be required to work with Lehi Irrigation to pipe or fill the ditch, depending on Lehi Irrigation’s determination of whether or not it may be abandoned.

### Street Improvements

Both the Highland City Development Code and adopted engineering standards require the subdivider “to improve, or agree to improve all streets, pedestrian ways or easements in the subdivision and on streets which abut, or serve as access to, the subdivision.”

*9600 N* – With the subdivision of the property, the property owner will be required to complete the street improvements along 9600 N. This will include sidewalk, parkstrip, curb, gutter, and completing the remaining asphalt in the 66’ street cross-section as required in the Highland City Standard Drawings and Design Criteria for Public Improvements. The appropriate right-of-way dedication for the 66’ street cross-section will also be required with the subdivision approval.

*Highland City Parcel* – 12:054:0069

Public Improvements: To comply with City Code requirements, the subdivider will be required to complete half-street improvements plus 10’ of asphalt along the portion of the City parcel that the Smith’s property abuts. Staff is also recommending that the City Council require the sidewalk to extend to the south edge of the Smith’s property to align with a future cul-de-sac that would be completed when the property owner to the south develops.

Dedication: With the recording of the potential subdivision of the property, Staff recommends that the Council require the City parcel to be included in the subdivision plat to be officially dedicated as City right-of-way. Staff also recommends that an additional 1.5 feet be dedicated to the City as right-of-way to meet the Engineering Standard of 56' of right-of-way for a local street. Because the location of the existing home is approximately 8' away from the existing City parcel, Staff proposes the Council only require the 1.5 additional feet south of the existing home. Another consideration, based on the elevation of the south of the property, is to require the additional right-of-way that would be needed for the future cul-de-sac with this subdivision.

**FISCAL IMPACT:**

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

**MOTION TO APPROVE:**

I move that City Council APPROVE the Resolution indicating the intent of Highland City to consider the proposed annexation.

As part of the discussion, Staff requests direction from the Council on what, if any, standard requirements the Council would like to waive in the annexation agreement.

**MOTION TO DENY:**

I move that City Council DENY the Resolution of intent to annex the proposed parcel.

**ATTACHMENTS:**

1. Resolution of Intent
2. Vicinity Map
3. Applicant Narrative

**A RESOLUTION STATING HIGHLAND CITY'S ACCEPTANCE OF A  
PETITION OF ANNEXATION FOR FURTHER CONSIDERATION,  
AUTHORIZING FURTHER PROCEEDINGS RELATED THERETO,  
AND RELATED MATTERS**

WHEREAS, Title 10, Chapter 2, Part 4, of the Utah Code, as amended (the "Act") establishes procedures to annex real property;

WHEREAS, Highland City has received a petition from SMITH, PHYLLIS AND TRENT ("Property Owners"), owners of property located contiguous to Highland City, which property is currently within the unincorporated area of Utah County, as shown in the attached map ("Property");

WHEREAS, the Property Owners desire to have their Property annexed into the corporate limits of Highland City as outlined in the attached map;

WHEREAS, the Highland City Council has determined that the Property is within the Highland City Annexation Policy Plan, is contiguous to the Highland City municipal boundaries, and is therefore eligible for annexation, and that the City Council should accept the Property Owners' petition for further consideration to determine whether and on what terms and conditions the Property should be annexed.

NOW THEREFORE, BE IT RESOLVED by the City Council of Highland City that:

1. Pursuant to Section 10-2-405 of the Act, the Highland City Council hereby accepts for further consideration the Property Owners' petition of annexation regarding the Property, located approximately at 7015 W 9600 N Highland, UT 84003, consisting of 1.13 acres of unincorporated territory in Utah County, State of Utah. Said parcel is more particularly described as set forth on Exhibit "A" attached hereto.
2. The Highland City Recorder is directed to review the petition for compliance with the Act, according to the provisions of the section 10-2-405 of the Act and other relevant sections as applicable.
3. The Highland City Recorder is further directed, if the Recorder certifies the petition as complying with the requirements of the Act, to publish notice of such certification, the process and timing for filing protests thereto, and other related information, as set forth in the Act.
4. The Highland City Recorder is further directed, if no protests are filed, to schedule and provide notice of a public hearing regarding the petition, as set forth in the Act.
5. The provisions of this Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of Highland City, Utah this 21<sup>st</sup> day of March.

HIGHLAND CITY, UTAH

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Kurt Ostler  
Mayor

ATTEST:

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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"/>



# Annexation Information:

1. **In general, what are the topography, vegetation, and other natural feature present on the property proposed to be annexed?**
  - a. The proposed property to be annexed has the following site conditions/features. The site topography is considered flat with little to no elevation change. The north half of the site has been improved by residential landscaping. They have well developed Kentucky Bluegrass, small to large shrubs, pines, oak, and quaking aspen trees. The southern half of the property remains unimproved and vacant.
  
2. **What is the existing land use(s) of the property proposed for annexation and those requested by the owners.**
  - a. This parcel is currently a residential lot that is part of Utah County. The owner is requesting that it remains residential and be zoned R1-20 in Highland City, Utah.
  
3. **What is the current and potential (if the property were developed) population and residential density of the proposed area?**
  - a. The current population is one female adult. The proposed population for this property will be altered slightly by an additional lot. We anticipate that the annexed property's population will increase to two average sized families. The residential density of the proposed area is Low Density Housing in the R1-20 zone.
  
4. **How will the proposed annexation comply with and achieve Highland City's land use(s), goals and policies outlined in the Highland City General Plan?**
  - a. The proposed Phyllis Smith Annexation will remain a low-density residential property. This property sits adjacent to many properties on the north and east that retain the same future low-density land use as described in the Highland City General Plan.
  
5. **What are the current and potential (if the property were developed) demands for City provided facilities and services to the area proposed for annexation, including culinary, irrigation water, wastewater, transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection.**
  - a. With the annexation and development of this property service connections will need to be made to sewer, culinary, and irrigation water services for the existing house, and for the future house on the second lot. To the best of our understanding through conversations with city officials the addition of two additional residential lots should have no other significant impacts to current city provided facilities and services.

On December 6<sup>th</sup>, 2022, we went before city council to get their thoughts on the potential of being granted a waiver of the city standard of ½ street public improvements + 10' of asphalt with the addition of our 2 lots (See attached City Council Agenda #13a).

Due to the circumstances presented to the council, at this time, we would request that the city standard of ½ street public improvements + 10' of asphalt be waved. Allowing the current asphalt road and road width to remain. In turn Mrs. Smith offers to pay the costs to have the sewer and water main installed that will run south from 9600 North along the private roadway

to the lot line approximately 400 ft, along with all other associated connections, and site work. Allowing for future connection of the property to the south

- 6. Are the water rights necessary for annexation, found in Section 5-8-112 of the Highland City Development code available for dedication to Highland City upon annexation?**
  - a. Yes, this property does have water rights that are available for dedication to Highland City upon annexation.



# CITY COUNCIL AGENDA REPORT

## ITEM #5

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**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Andy Spencer, City Engineer/Public Works Director  
**SUBJECT:** **ACTION:** Agreement with David and Brittney Meyer for a Sewer Easement located near the Highland Hollow Sewer Lift Station  
**TYPE:** **LAND USE (LEGISLATIVE)**

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### **PURPOSE:**

The City Council will consider entering into an agreement with David and Brittney Meyer for a sanitary sewer easement on Highland City property to allow for a sewer connection from their property to the City sewer system. The Council will take appropriate action.

### **STAFF RECOMMENDATION:**

Staff recommends City Council approve the agreement for an easement to serve the Meyers.

### **PRIOR COUNCIL DIRECTION:**

On February 7, 2023, this Agreement was discussed as a Communication Item with Mayor Ostler and City Council. Discussion was had on the future of this area, including Park access, a large PI main to serve Lehi City and a potential trail to be placed on top of to water line. Future development of this area is still unknown.

### **BACKGROUND:**

Highland City sold property near the Highland Hollow lift station to 1316 E. Autumn Ridge Dr. which is a Lehi property. Since this transaction the Meyer Family purchased this property with the intention of building a home. Seeing that this is property in Highland City boundaries it will be necessary for them to connect to the City infrastructure to serve the home. There are no city utilities in 1200 E. which will require them to hook to the gravity sewer line entering the Highland Hollow sewer lift station. To facilitate this, they will need to receive an easement crossing Highland City property to make the sewer connection. The City Attorney has drafted an agreement for both parties to review, approve, and sign. As part of the agreement, it will be at the cost of the property owner to make the proper connection with the understanding that if the lateral ever needs to be moved for future use of the City property this will be at the expense of the property owner.

### **FISCAL IMPACT:**

No Financial obligations will be incurred to Highland City

**MOTION TO APPROVE:**

I move that City Council APPROVE the agreement with David and Brittney Meyer for a sewer connection easement, allowing them to install a sewer lateral across city property and connect to the Highland Hollow sewer lift station facilities and AUTHORIZE the Mayor to sign the easement agreement.

**MOTION TO DENY:**

I move that City Council deny the agreement with David and Brittney Meyer for a sewer connection easement. City Council to provide further direction.

**ATTACHMENTS:**

1. Meyer Sewer Easement Agreement
2. Exhibit of Meyers Lot

## SEWER CONNECTION AGREEMENT

This Sewer Connection Agreement (“**Agreement**”) is entered into by and between Highland City, a Utah municipality (“**City**”), and David Meyer and Brittney Meyer, individuals, and their successors-in-interest (collectively, “**Meyers**”), effective as of the date executed by all parties.

### RECITALS

- A. Meyers own real property (“**Meyer Property**”) in Utah County located generally at 10600 North, 1200 East, Highland, parcel # 41:672:0333, more particularly described as:

PART PUBLIC OPEN SPACE, HIGHLAND HOLLOW, PHASE 3, SUB DESCRIBED AS FOLLOWS; COM S 1325.53 FT & E 62.17 FT FR E 1/4 COR. SEC. 33, T4S, R1E, SLB&M.; N 88 DEG 8' 0" E 478.54 FT; E 121.17 FT; S 64.27 FT; S 65 DEG 20' 49" W 64.69 FT; S 73 DEG 1' 32" W 92.6 FT; S 76 DEG 48' 58" W 53.85 FT; S 62 DEG 44' 0" W 185.42 FT; S 52 DEG 54' 24" W 38.19 FT; S 31 DEG 34' 17" W 160.92 FT; S 27 DEG 14' 10" W 55.94 FT; S 59 DEG 9' 51" W 105.07 FT; S 68 DEG 28' 28" W 7.93 FT; N 0 DEG 0' 4" E 271.22 FT; N 172.36 FT; N 7 DEG 34' 10" E 23.19 FT TO BEG.

- B. Meyers are in the process of planning and constructing a single-family residence on the Property and desire to provide for sewer service for said residence by connecting to the City’s existing sewer lift station on adjacent City property, parcel # 41:672:0331 (“**City Property**”), more particularly described as:

PART PUBLIC OPEN SPACE, HIGHLAND HOLLOW, PHASE 3, SUB DESCRIBED AS FOLLOWS; COM N 853.49 FT & E 58.91 FT FR SW COR. SEC. 34, T4S, R1E, SLB&M.; N 68 DEG 28' 32" E 7.87 FT; N 59 DEG 9' 51" E 105.07 FT; N 27 DEG 14' 10" E 55.94 FT; N 31 DEG 34' 17" E 160.92 FT; N 52 DEG 54' 25" E 38.19 FT; N 62 DEG 44' 0" E 185.42 FT; N 76 DEG 48' 57" E 53.85 FT; N 73 DEG 1' 32" E 92.6 FT; N 65 DEG 20' 48" E 64.69 FT; N 48.61 FT; S 77 DEG 30' 34" E 216.74 FT; E 50.88 FT; N 46.77 FT; E 362.92 FT; S 148.48 FT; E 44.53 FT; S 10 FT; W 122.44 FT; S 56 DEG 21' 50" W 27.23 FT; S 56 DEG 21' 50" W 126.5 FT; W 131.99 FT; W 129.99 FT; W 135.06 FT; S 59 DEG 3' 51" W 180.7 FT; S 59 DEG 3' 49" W 33.39 FT; S 33 DEG 32' 56" W 139.01 FT; S 33 DEG 32' 56" W 102.16 FT; S 50 DEG 37' 6" W 327.84 FT; W 54.62 FT; N 0 DEG 0' 8" W 296.34 FT TO BEG.

- C. Highland City by ordinance requires all new residences within 300 feet of the City’s sewer system to connect to such system at the owner’s cost and expense.
- D. This Agreement sets the terms and conditions by which the Meyers may use the City Property for purposes of installing and maintaining a sewer lateral and facilities for their residence (“**Sewer Lateral**”), and the terms and conditions by which the Meyers may access and connect to the City’s existing sewer lift station (“**Lift Station**”).

## TERMS

1. **Easement.** The City hereby grants to Meyers and their successors-in-interest a non-exclusive easement on, under, and across the City Property for the purpose of accessing, installing, constructing, operating, maintaining, equipping, and repairing a sanitary sewer lateral and related facilities and connecting said lateral to the City's Lift Station (the lateral, facilities, and connection are collectively referred to as "**Sewer Lateral**") for providing sanitary sewer service to a single-family residence on the Meyer Property ("**Easement**"). Said Easement is located in the general location shown on the attached Exhibit A, and is more particularly described as set forth in the attached Exhibit B, by reference incorporated herein.
2. **Accommodation.** The Meyers may use such other portions of the City Property as is reasonably necessary to access, construct, install, and maintain the Sewer Lateral, with the prior written approval of the City Engineer. In the event that the Sewer Lateral is installed in or relocated to a location outside of the Easement described herein, pursuant to the written approval of the City Engineer, the Meyers shall provide an updated description of the location of the Sewer Lateral on the City Property.
3. **Plans and Standards.** Meyers shall construct the Sewer Lateral in conformance with the plans attached as Exhibit A, City design and construction standards, and industry standards. In the event of any conflict or uncertainty between any plan and standard, the City Engineer shall determine which plan or standard shall govern.
4. **Permits.** Meyers shall apply for and comply with all required construction, excavation, and other permits, including any requirement to provide a bond or other assurance, shall pay all required impact and other applicable fees that apply to a new connection to the City's sewer system, shall submit the insurance and contact information of the contractor(s) performing the work, and shall submit final excavation and construction plans to the City Engineer for approval prior to beginning excavation or construction of the Sewer Lateral.
5. **Costs.** Meyers shall be solely responsible for all costs associated with the construction, installation, maintenance, equipment, repair, and use of the Sewer Lateral.
6. **Maintenance.** Meyers shall operate and maintain the Sewer Lateral in good working condition in accordance with City and industry standards.
7. **No Interference with City Operations.** Nothing herein shall limit or prevent the City from operating, upgrading, equipping, reconstructing, and maintaining the Lift Station according to City standards and policies, and no consent or prior approval of the Meyers shall be required therefor. Further, the Meyers acknowledge and agree that the future use of the City Property is uncertain, and that nothing herein shall limit or prevent the City from using, upgrading, landscaping, and changing the use of the City Property according to City policies and needs, which may require the Meyers to adjust or relocate the Sewer Lateral. The City shall provide the Meyers with written notice if the City determines that the Sewer Lateral or the use thereof will be impacted by any work performed on the Lift

Station or by a future use of or change related to the City Property. The Meyers shall be solely responsible for any work to relocate, realign, or reconstruct the Sewer Lateral required due to such work or change.

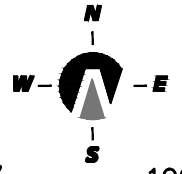
8. **Reimbursement.** In the event the Meyers fail to timely or properly maintain, repair, adjust, or take other action required by sections 5, 6, and 7, the City may, but is not required to, perform such maintenance or other work at the City's cost, using such supplies, materials, and personnel as are available to the City. The Meyers shall reimburse the City for all costs incurred by the City in performing such maintenance or other work, including materials, labor, wages, and administrative costs, upon the City's submission of an invoice or other request for payment to the Meyers. In the event Meyers fail to pay such costs, the City may, in addition to any other available remedy, add such costs to the Meyers' utility bill statement, which may result in shutting off water and sewer service for non-payment.
9. **As-Built Plans.** Meyers shall provide as-built plans conforming with City standards and requirements after the Sewer Lateral is installed showing the location of the Sewer Lateral and all related facilities on the City Property. Such plans shall be prepared and stamped by a professional land surveyor or professional engineer and shall contain actual survey points.
10. **Limitation on Use.** In no event shall the Sewer Lateral or the Easement be used for any purpose other than for sanitary sewer service for a single-family residence located on the Meyer Property, nor shall the Meyers allow, permit, or install any additional or new connections to the Sewer Lateral without the City's prior, written consent.
11. **Non-Exclusivity.** The Easement is non-exclusive, and nothing herein shall prevent the City from using, crossing, accessing, or granting other rights in and to the portions of the City Property encumbered by the Easement, provided that City shall not physically interfere with, nor permit any use that would physically interfere with the Meyer's right to use, operate, access, and maintain the Sewer Lateral, except as authorized by the Meyers in writing or as authorized herein.
12. **Indemnification.** Meyers shall indemnify and hold harmless the City from all claims, losses, damage, harm, and injuries caused by the Meyers construction, operation, and maintenance of the Sewer Lateral, including any damage, loss, harm, or injury caused to the Lift Station and any damage, loss, harm, or injury suffered by Meyers or their representatives, agents, and contractors while on or within the City Property in connection with this Agreement.
13. **Default.** In the event any party believes a party is in breach of this agreement, such non-breaching party shall provide written notice to the breaching party that explains the breach and the requirements to cure said breach. The breaching party shall respond to such notice within 30 days after receipt. Such response shall be in writing and shall (1) explain that no breach has occurred; (2) explain how the breach has been cured; or (3) request additional time to address the breach. A reasonable request for additional time

shall be granted, so long as the need for additional time was not caused by the breaching party.

**14. Continuing Obligation.** This Agreement shall run with the land and shall be binding upon the parties' successors-in-interest. This Agreement shall be recorded to provide notice of its terms and conditions. The rights and obligations herein contained shall not be assigned or transferred to any party other than successors-in-interest or other owners of the properties described herein.

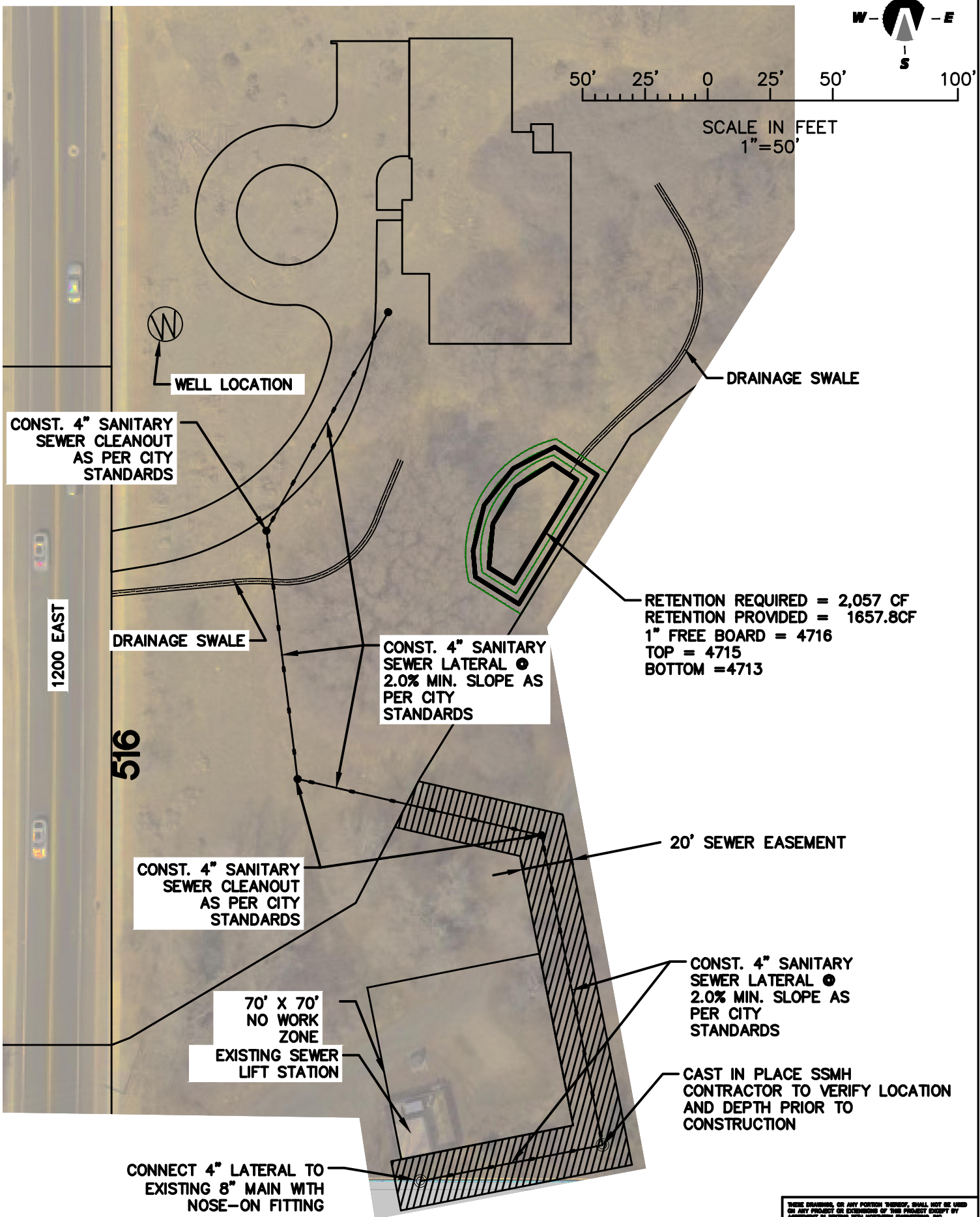
**15. Mediation.** Any dispute regarding this Agreement shall first be submitted to mediation, and the parties shall participate in good faith.

**16. Attorney Fees.** If any suit or other judicial proceeding other than mediation is initiated to interpret or enforce this Agreement, the prevailing party therein shall be entitled to recover their reasonable costs and attorney fees.



50' 25' 0 25' 50' 100'

SCALE IN FEET  
1"=50'



RETENTION REQUIRED = 2,057 CF  
RETENTION PROVIDED = 1657.8CF  
1" FREE BOARD = 4716  
TOP = 4715  
BOTTOM = 4713

1200 EAST

516

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED OR REPRODUCED OR EXAMINED BY ANY PARTY WITHOUT THE WRITTEN CONSENT OF NORTHERN ENGINEERING, INC.



**Northern**  
ENGINEERING INC  
ENGINEERING-LAND PLANNING  
CONSTRUCTION MANAGEMENT

1040 E. 800 N.  
OREM, UTAH 84087  
(801) 802-8992

**MEYERS RESIDENTS**  
**EXHIBIT A**

LOT 517  
HIGHLAND, UTAH

JOB NO.  
3-22-041  
SHEET NO.  
1

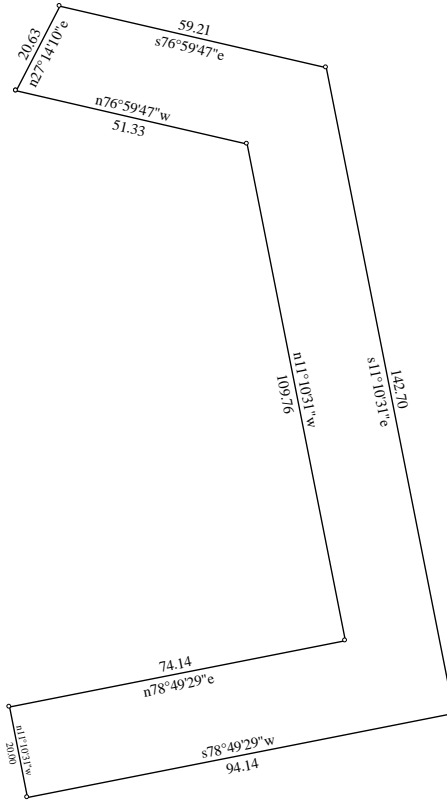
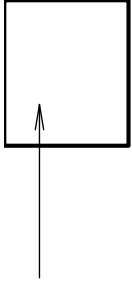
## **Exhibit "B"**

### SEWER EASEMENT

BEGINNING AT A POINT ON THE GRANTORS NORTH PROPERTY LINE LOCATED SOUTH 1748.76 FEET AND EAST 134.21 FEET FROM A FOUND BRASS CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 34, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE N27°14'10"E A DISTANCE OF 20.63 FEET; THENCE S76°59'47"E A DISTANCE OF 59.21 FEET; THENCE S11°10'31"E A DISTANCE OF 142.70 FEET; THENCE S78°49'29"W A DISTANCE OF 94.14 FEET; THENCE N11°10'31"W A DISTANCE OF 20.00 FEET; THENCE N78°49'29"E A DISTANCE OF 74.14 FEET; THENCE N11°10'31"W A DISTANCE OF 109.76 FEET; THENCE N76°59'47"W A DISTANCE OF 51.33 FEET TO THE POINT OF BEGINNING.

# EXHIBIT "B" CONTINUED

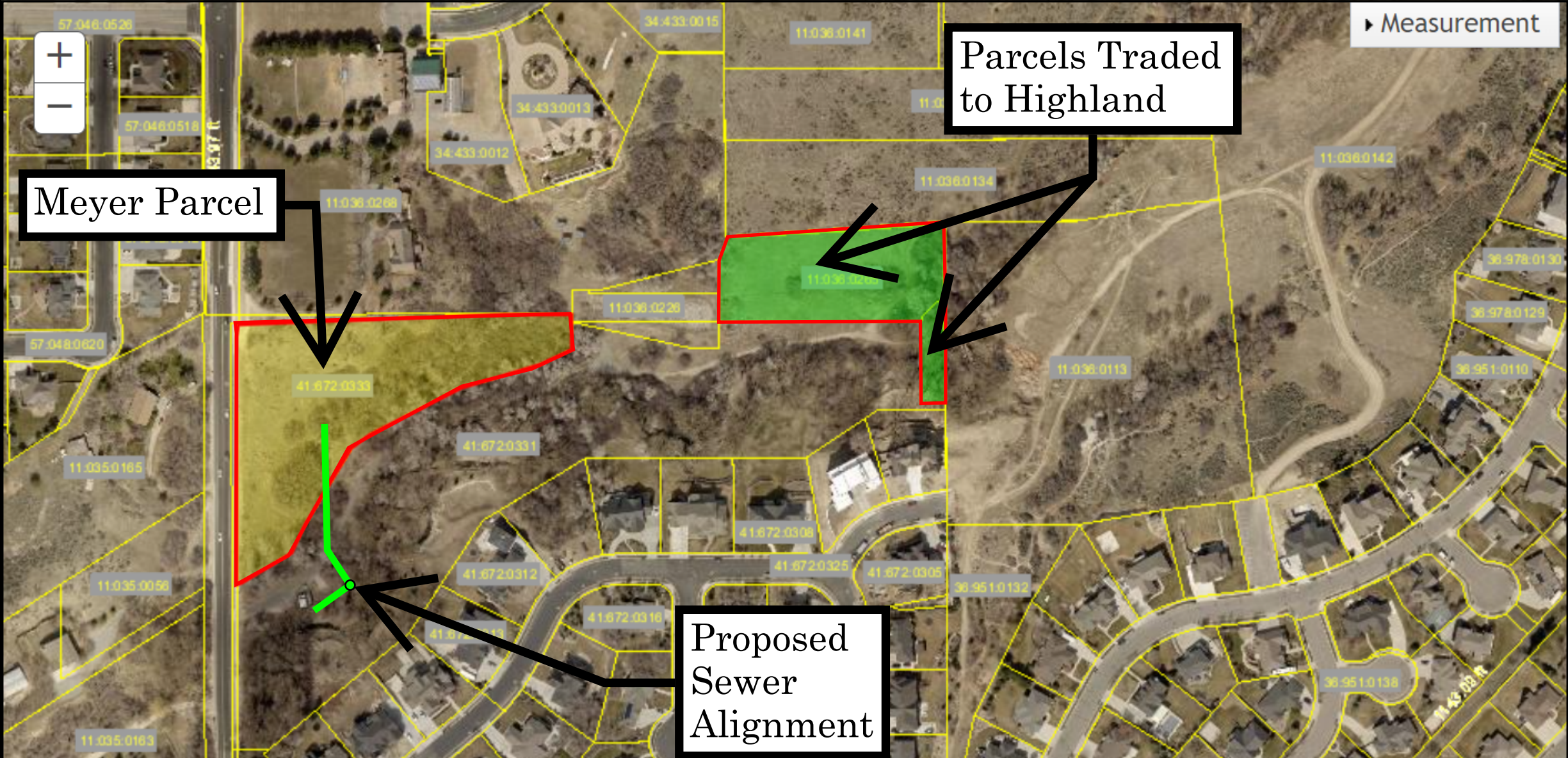


Title:		Date: 01-27-2023
Scale: 1 inch = 30 feet	File:	
Tract 1: 0.122 Acres: 5313 Sq Feet: Closure = n79.1221w 0.01 Feet: Precision = 1/85706: Perimeter = 572 Feet		
001=n27.1410e 20.63	004=s78.4929w 94.14	007=n11.1031w 109.76
002=s76.5947e 59.21	005=n11.1031w 20.00	008=n76.5947w 51.33
003=s11.1031e 142.70	006=n78.4929e 74.14	



**HIGHLAND CITY**

# MEYER PARCEL





# CITY COUNCIL AGENDA REPORT

## ITEM #6

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**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Kellie Smith, Planner & GIS Analyst  
**SUBJECT: ACTION:** Maintenance Agreement – Beacon Hills Plat I  
**TYPE: LAND USE (LEGISLATIVE)**

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### **PURPOSE:**

The City Council will hold a public meeting to consider a request by Brady and Kristen Giles to enter into an open space maintenance agreement with the City for property adjacent to 12303 N Timberline Dr in the Beacon Hills Plat I subdivision. The Council will take appropriate action.

### **STAFF RECOMMENDATION:**

Staff recommends the City Council determine if the proposed maintenance plan is consistent with the intent of Council policy regarding open space maintenance agreements. The Council should also provide appropriate direction if additional restrictions are to be addressed in the Open Space Maintenance Agreement. After these items are determined, Staff recommends the City Council authorize Staff to execute an open space maintenance agreement with Brady and Kristen Giles subject to the following stipulation:

1. All improvements shall be consistent with the proposed maintenance plan dated March 14, 2023.

### **PRIOR COUNCIL DIRECTION:**

On July 19, 2022, the City Council approved a resolution that adopted the Highland City Encroachment Policy and Maintenance Agreement that detailed the approval process and requirements for maintenance agreements.

### **BACKGROUND:**

Any property owner or resident who desires to improve, beautify, landscape, maintain, or otherwise encroach upon public property for the benefit of Highland residents as a whole must apply for a Maintenance Agreement. The applicant will be required to show and explain how the proposed encroachment benefits the City, rather than just benefitting the applicant.

Maintenance Agreements may be approved by the City Council based on property circumstances and City needs. The Council may condition Maintenance Agreements on payment of application fees, increased water charges, limitations on allowable uses, and other terms and conditions as the City Council finds are appropriate. No person shall have

any right to obtain or enter into a Maintenance Agreement, and the City Council shall have the right, in its sole discretion, to approve or deny a Maintenance Agreement. This Agreement must be recorded with the Utah County Recorder.

Maintenance Agreements will not grant any person any property right or interest in the public property, nor will the Agreements allow any person to exclude any member of the public from the public property.

Maintenance Agreements approved by the City Council after adoption of this policy shall have a term of 5 years. Such Agreements may be renewed for additional 5-year terms by city staff upon application by the property owner or resident on the same terms and conditions as the previously authorized Maintenance Agreement, plus any new terms or conditions that are generally required for all Maintenance Agreements, so long as the property owner or resident has complied with all terms and conditions of the Agreement. City staff may refer any request for renewal to the City Council for review and approval.

The Maintenance Agreement Policy adopted by the City Council on July 19, 2022 allows for the following improvements:

- The maximum irrigatable space cannot be more than 2500 square feet. Anything over 2,500 square feet must be improved and maintained without requiring irrigation or sprinklers. Grass and sprinkler systems may only cover up to 2500 square feet of the Property, and any sprinkler or irrigation system may require a heightened water bill as a consequence of their extra water usage.
- Grass, small vegetation, flowers and bushes, provided they are not planted in a manner that “fences” off the space from other users.
- Desert landscaping
- Small gardens
- Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances.

#### **SUMMARY OF THE REQUEST:**

1. The applicant is requesting approval of an open space maintenance agreement for approximately 1,600 square feet.
2. The plan consists of crushed rock or other appropriate xeriscape material such as mulch, three (3) drought resistant trees, a temporary drip system to water the trees, and a metal or hard plastic edging around the perimeter of the rock or mulch. The applicant is planning on installing a fence with a gate along the property line, and then maintaining the open space as described on the other side of the fence.

#### **STAFF REVIEW/FINDINGS**

- The proposed maintenance plan is consistent with the restrictions defined in the Highland City Maintenance Agreement adopted by resolution on July 19<sup>th</sup>, 2022.

#### **FISCAL IMPACT:**

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

**MOTION TO APPROVE:**

I move that City Council authorize staff to execute an open space maintenance agreement with Brady and Kristen Giles subject to the following stipulation:

1. All improvements shall be consistent with the proposed maintenance plan dated March 14, 2023.

**MOTION TO DENY:**

I move that City Council deny the open space maintenance plan.

**ATTACHMENTS:**

1. Highland City Encroachment Policy adopted July 19<sup>th</sup>, 2022
2. Vicinity Map
3. Narrative and Plan
4. Open Space Maintenance Agreement

**RESOLUTION NO: R-2022-27**

**A RESOLUTION ADOPTING THE HIGHLAND CITY ENCROACHMENT POLICY, APPROVING THE MAINTENANCE AGREEMENT TEMPLATE, AND ADOPTING A MAINTENANCE AGREEMENT APPLICATION FEE**

WHEREAS, Highland City desires to provide clarity and consistency regarding permitted and prohibited private encroachments on city property;

WHEREAS, Highland City desires to ensure that private use of public property is consistent with City Code restrictions on misuse of public property and the rights of the public to use publicly available city property;

WHEREAS, Highland City desires ensure that its rights to enter, use, and prohibit the private use of public property are maintained while also providing a lawful means by which residents can beautify city property for the benefit of the City and all residents therein;

WHEREAS, the City Council finds that the attached Encroachment Policy and proposed template for a Maintenance Agreement will achieve these goals;

WHEREAS; the City Council desires to establish a reasonable fee to cover the costs to the City of processing and reviewing Maintenance Agreements and related improvement plans;

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

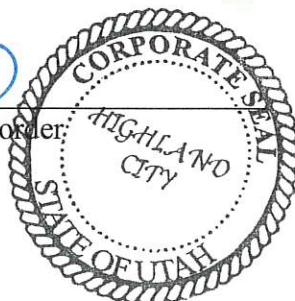
1. The City Council approves and adopts the Highland City Encroachment Policy, which Policy is attached hereto as Exhibit A.
2. The City Council approves and adopts as a template form the Highland City Maintenance Agreement, which template Agreement is attached hereto as Exhibit B, and may be used as set forth in the Policy.
3. The City Council adopts and imposes a \$25.00 application and processing fee, and any applicable recording fees, to be paid in connection with an application for a Maintenance Agreement.
4. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 19<sup>th</sup> day of July, 2022.

  
Kurt Ostler, Mayor

ATTESTED:

  
Stephanie Cottle, City Recorder



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

# HIGHLAND CITY ENCROACHMENT POLICY

## I. BACKGROUND AND PURPOSE

Highland City has been a sought-after place to live for years, and it is the goal of the Mayor, Council, Planning Commission, and staff to support the continuation of Highland being a great place to live and raise families. Part of the attraction of Highland is its low density and beautiful natural landscapes. In order to attain and preserve these benefits, the City has acquired a large amount of property throughout the City.

The primary purpose of this public land is to benefit all Highland residents. Some of these parcels are small slivers of natural non-manicured open space land that provide spacing in residential neighborhoods; others are multi-acre properties reserved for parks and trails. Some of this land is immediately needed and used for a specific benefit to the residents of Highland, other property is reserved for future needs, while yet other property is kept solely for open space, aesthetic, and buffering purposes. Regardless of the size of the property, the City acquired and preserved those properties in order to protect the Highland way of life.

The Highland City Council, Mayor, and other City staff, officers, and representatives serve as stewards of this public property and must be vigilant in the protection of tax dollars and city property. Highland City officials and staff recognize and appreciate the time, effort, and resources spent by many residents in voluntarily maintaining and beautifying open space areas for the benefit of their neighbors. Unfortunately, there has been an ongoing and increasing issue in Highland related to encroachments by private citizens onto public property for the purpose of benefitting the citizen but not the residents of Highland at large.

These types of encroachments are unlawful and do not benefit the residents of Highland City. These encroachments convert public property—acquired and supported by taxpayer dollars—into a private benefit without recompense to the City and its residents. Encroachments may increase the City's expenses and utility service and maintenance costs, to the detriment of taxpayer dollars and resident fees.

While many residents unintentionally encroached or unknowingly continued an encroachment started by a previous owner, a resident's intention does not change the City's responsibility to its citizens, nor does it change the ownership of the property in question. Under the Utah Constitution, the City is prohibited from giving away taxpayer property. As such, regardless of the timing, past action or inaction, or source of the encroachment, the City has a constitutional obligation to protect City property and to require that unauthorized private encroachments be prohibited and removed.

Great cities are founded on principles of accountability, respect, and a desire to work together to create a beautiful city. The purpose of this policy is to outline how Highland City officers and staff will support these principles by providing procedures for the removal of illegal encroachments and protection of public property. It is the Mayor and City Council's hope that all residents, including those who encroached unknowingly, are willing to help protect City property for all current and future residents of this wonderful city.

## II. PERMITTED AND PROHIBITED ENCROACHMENTS

### 1. Definitions and Examples

- a. “Encroachment” refers to circumstances where a person extends their private property or private uses onto public property or when a person modifies public property without authorization. An encroachment is treating public property as private property. Most encroachments involve extensions of residential yards, landscaping, and structures into public parks, open space areas, and trail corridors. The only allowed encroachments are those that received prior written authorization from the City by way of a written agreement.
- b. “Public property” refers to property owned by the City. Property being “public” means that it kept by the City for the benefit and use of the public. It does not mean that members of the public have the right to unilaterally or exclusively modify or use the public property for personal purposes. Public property includes parks, trails, city buildings and yards, roads, sidewalks, park strips, and open space areas and remains public even if it is not accessible to or used by most residents.
- c. Private use of public property is regulated by the City in order to ensure that the property remains useful and beneficial for the public. Just as a resident cannot use their neighbor’s yard without their neighbor’s permission, neither can a resident use the City’s property without the City’s permission. The following is a non-exhaustive list of the types of illegal encroachments on City-owned property:
  - i. Building accessory structures such as garages and sheds or installing retaining walls and fencing;
  - ii. Installing above- and below-ground pools, play structures, trampolines, sports equipment, and other recreational equipment or facilities;
  - iii. Installing sprinklers, irrigation lines, sodding, landscaping, grading, curbing, and paving;
  - iv. Planting trees, shrubs, hedges, creating gardens or planters, and creating or extending yard-like spaces;
  - v. Restricting access to or across public property by other members of the public.

### 2. Maintenance Agreements

- a. The only encroachments that are permitted are those that are specifically authorized by way of a duly authorized Maintenance Agreement.
- b. Maintenance Agreements – Prior to 2022
  - i. Highland City has authorized Maintenance Agreements for many residents to allow those residents to encroach onto certain areas of public property. Those

residents were required to obtain City approval of “Improvement Plans” that detailed the type and extent of the allowed encroachment. These agreements do not give residents any property interest or exclusive right in or to the public property, nor do they allow residents to exclude others members of the public from the property.

- ii. Highland City will no longer approve or extend Maintenance Agreements initially approved prior to 2022. All such currently existing Maintenance Agreements in good standing will continue to be honored; however the Agreements will not be renewed or extended except through a new Maintenance Agreement (see below) that contains terms and requirements in accordance with this policy. All existing Maintenance Agreements will be terminated when their term expires. If the resident has not complied with the terms of the Maintenance Agreement or Improvement Plan, then the Agreement will be terminated and revoked.

c. Maintenance Agreements – 2022 and Beyond

- i. Any property owner or resident who desires to improve, beautify, landscape, maintain, or otherwise encroach upon public property for the benefit of Highland residents as a whole must apply for a new Maintenance Agreement. This includes any person who previously had a Maintenance Agreement that expired or was terminated. The applicant will be required to show and explain how the proposed encroachment benefits the City, rather than just benefitting the applicant.
- ii. Maintenance Agreements may be approved by the City Council based on property circumstances and City needs. The Council may condition Maintenance Agreements on payment of application fees, increased water charges, limitations on allowable uses, and other terms and conditions as the City Council finds are appropriate. No person shall have any right to obtain or enter into a Maintenance Agreement, and the City Council shall have the right, in its sole discretion, to approve or deny a Maintenance Agreement. This Agreement must be recorded with the Utah County Recorder.
- iii. Maintenance Agreements will not grant any person any property right or interest in the public property, nor will the Agreements allow any person to exclude any member of the public from the public property.
- iv. Maintenance Agreements approved by the City Council after adoption of this policy shall have a term of 5 years. Such Agreements may be renewed for additional 5-year terms by city staff upon application by the property owner or resident on the same terms and conditions as the previously authorized Maintenance Agreement, plus any new terms or conditions that are generally required for all Maintenance Agreements, so long as the property owner or resident has complied with all terms and conditions of the Agreement. City staff may refer any request for renewal to the City Council for review and approval.

- v. Any dispute or conflict regarding compliance with the terms and conditions of a Maintenance Agreement, the approval of an improvement plan or remediation plan, the renewal of a Maintenance Agreement, or any other matter regarding Maintenance Agreements shall be referred to the City Council for review and decision.

### **III. ENCROACHMENT REMOVAL PROCEDURES**

#### **1. Voluntary Compliance**

The preferred method for rectifying illegal encroachments is voluntary compliance. Highland City encourages all residents to review their property information and boundaries to ensure that they have not encroached on public property. The Utah County Parcel Map, found online at [maps.utahcounty.gov/ParcelMap/ParcelMap.html](https://maps.utahcounty.gov/ParcelMap/ParcelMap.html) is available for residents to check their property boundaries. City staff are available to help people understand their boundaries and to come up with a plan to remove encroachments and restore public property to its original state.

#### **2. City-Enforced Compliance Procedures**

- a. Notice of Encroachment. The City shall mail a written Notice of Encroachment to the responsible property owner, or to all adjacent owners and residents when the responsible party is not apparent, when the City determines that an encroachment exists. The Notice shall summarize the circumstances and type of encroachment, explain the compliance options and timeframes, contain a copy of this policy, and provide City contact information.
- b. Compliance Options
  - i. Removal and Remediation.
    - 1. Resident shall be required to remove all encroachments and restore property to its original or natural state, unless otherwise authorized by the City Council. The resident must submit and obtain City staff approval of resident's plan for remediating the property within thirty (30) days after receipt of the notice of encroachment or denial of a Maintenance Agreement application.
    - 2. Restoration must be completed within one (1) year after receipt of the notice of encroachment. Resident shall schedule with the City an inspection of the property after completing the remediation plan. Resident may request an extension as part of their plan for remediating the property, which extensions may be granted by the Mayor for good cause.
  - ii. Maintenance Agreement. Resident applies for a Maintenance Agreement within thirty (30) days after receipt of the notice of encroachment. The Agreement may or may not be approved with or without conditions, based on a review of the property at issue and the resident's proposed encroachment, as set forth in this

policy. If the Maintenance Agreement is denied, the resident must remove the encroachment and restore the property to its original or natural state.

- iii. Existing Agreement. Resident provides a written copy of their approved Maintenance Agreement and Improvement Plan authorizing the encroachment. So long as the resident has complied with the approved Agreement and Plan, the encroachment shall be permitted to continue for the remaining term of the Agreement. After the Agreement expires, Resident shall be required to remove the encroachment and remediate the property or apply for a new Maintenance Agreement.

### 3. No Waiver of Rights

It is each resident's responsibility to understand this policy, review their property, and ensure that their landscaping, sprinklers, sheds, pools, and all other private improvements and features are located entirely on their own property and not on City property. The City's failure to send a written notice regarding an encroachment, or the City's failure to follow-up on a written notice regarding an encroachment, does not waive the City's rights to enforce this policy or governing law. The only authorized encroachments are those that have been approved in writing by agreement with the City. All other encroachments are illegal and constitute a trespass on public property. No resident or other person shall interpret or rely on the City's omission, inaction, or failure to exercise any right as approval of an encroachment or as a waiver of any right that the City may have. The City retains and reserves the right at all times to enforce its property rights and any other rights granted under this policy, City Code, and Utah law.

# MAINTENANCE AGREEMENT

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*RESIDENT*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

WHEREAS, Highland City ("City") owns certain property ("Property") that that is adjacent to Resident; and

WHEREAS, Resident desires to improve and maintain Property for the public good; and  
WHEREAS, City has determined that it is in the public interest to enter into this Agreement;

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

## TERMS

1. **PROPERTY.** The Property associated with this Agreement is the city owned property adjacent to Resident's property, specifically described and set forth in Exhibit "A". Property's boundaries shall be established by the City.
2. **AUTHORIZATION TO IMPROVE AND MAINTAIN PROPERTY.** City authorizes Resident to make certain improvements as described herein ("Improvements") and to maintain the Property in a manner that contributes to the beautification of the City. Resident understands that Improvements and maintenance costs are the responsibility of Resident. City shall not be responsible to reimburse, repair, or maintain any Improvements made by Resident, or to indemnify or otherwise compensate Resident for any damage, loss, or injury caused by the City's or the public's use of the Property. Resident understands the purpose of this agreement is to benefit the city as a whole, not to advantage individual homeowners. Resident agrees and acknowledges that the authorization granted herein is sufficient consideration for this Agreement, and that Resident is not entitled to any other consideration or right pursuant to this Agreement.
3. **DUTIES OF RESIDENT.** Resident is responsible for the care, maintenance, upkeep, repairs, and condition of Property, and agrees to comply with all laws and City Ordinances in maintaining Property. Resident shall not allow any nuisance, hazard, or unsightly debris upon Property.
4. **USE OF PROPERTY.** This Agreement does NOT convey any easement, interest, lease or property right to Resident. No use shall interfere with Property's primary purpose as open space or other public uses and purposes, as determined by the City. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. No Highland residents can be barred from using the property, and any attempt by Resident to exclude other residents shall constitute a material breach of this Agreement. Resident's use of Property is non-exclusive. Any uses of Property shall be consistent with a residential character. No commercial uses of the Property are permitted.
5. **COVENANT TO RUN WITH THE LAND.** This Agreement is intended by the parties to run with the land, and its benefits and obligations, including in particular the obligation to remove improvements after termination of this Agreement, shall inure to and bind the successor-owners of Resident's property. Resident shall record this Agreement with the county recorder's office as against Resident's property to notify future owners and shall pay all fees associated therewith, or Resident shall reimburse the City's cost to record the Agreement against Resident's property, if Resident does not record the Agreement.

6. TERM. The term of this Agreement is for five (5) years from the date Resident pay the applicable fee, the Agreement is approved by the City, the Agreement is executed by both parties, and the Agreement is recorded. The Agreement shall automatically terminate, without notice or recourse, after this initial term, unless Resident or the owner of Resident's property requests that the Agreement be renewed. A request for renewal shall require a processing fee, will be reviewed by the City, and may be approved on the same or different terms, as determined solely by the City.
7. TERMINATION. This Agreement may be terminated at any time for any reason by either party, upon written notice to the other party. Upon termination, Resident or the owner of Resident's property shall be responsible for removing without compensation any and all improvements installed by Resident that the City requests be removed. If Resident or the owner of Resident's property fails to remove any such improvements, Resident agrees, for themselves and their successors in interest, that the City may remove the improvements and charge the costs of doing so to Resident or the owner of Resident's property. If the city initiates the termination of the agreement, Resident or the owner of Resident's property shall remove the encroachment within 30 days or as authorized by the City, or have the City remove the same as set forth above.
8. IMPROVEMENT PLAN. Resident agrees not to install Improvements upon encroached Property until it has submitted an Improvement Plan, paid the processing and application fee set by the City Council, and obtained written approval from the City. The Improvement Plan shall show with reasonable detail the planned Improvements and landscape plan. City has the ability to approve or deny any Improvement at its discretion (for general guidelines, *see* 'Permitted and Prohibited Improvements' below). Improvements must be made within 90 days of approval by the City, unless a longer time is expressly granted. If Resident does not follow the approved Improvement Plan, such is considered a material breach of this Agreement and may cause this Agreement to be terminated by City. Resident shall obtain prior City approval of any desired amendments, additions, or changes to the Improvement Plan according to the process set forth in this Agreement.
9. PERMITTED AND PROHIBITED IMPROVEMENTS. The intent of this Agreement is to encourage private initiative and to incentive Resident efforts to beautify City's open space. Both Resident and City benefit from this mutual cooperation. However, City does not want to foster a sense of entitlement on the part of Resident, who does not own or control the Property. To balance these objectives, City has created guidelines to assist all parties in determining what Improvements are appropriate for public open space when it is maintained by a private party. In that spirit, Resident acknowledges that Improvements are intended for the public good, and should not convey the impression that Property is an extension of Resident's own parcel.

Subject to City approval of Improvement Plan, the following Improvements are generally consistent with the character described above; however, each Plan will be reviewed on a case-by-case basis:

- A. The maximum irrigatable space cannot be more than 2500 square feet. Anything over 2500 square feet must be improved and maintained without requiring irrigation or sprinklers. Grass and sprinkler systems may only cover up to 2500 square feet of the Property, and any sprinkler or irrigation system may require a heightened water bill as a consequence of their extra water usage
- B. Grass, small vegetation, flowers and bushes, provided they are not be planted in a manner that "fences" off the space from other users.
- C. Desert landscaping
- D. Small gardens
- E. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

The following items are not consistent with the character described above:

- A. Decks
  - B. Landscape boulders
  - C. Structures or sheds
  - D. Swimming pools
  - E. Curbing
  - F. Fire pits
  - G. Storage of personal belongings, tools, equipment, vehicles or trailers
  - H. Trampolines, children's play structures, swings, or attractive nuisances
  - I. Any improvement which restricts or limits access to Property
  - J. Digging other than for sprinkler installation (Resident agrees to not dig unless the Property has been blue staked)
  - K. Any grading of Property unless approved by City in writing
  - L. Any Improvement not expressly authorized and approved by City as part of an Improvement Plan
  - M. Animals or animal enclosures
10. CITY'S RIGHTS UNAFFECTED. Nothing in this Agreement limits the City's or the public's right to and enjoyment of the Property, including access to and right of entry upon Property at any time. City may conduct its own infrastructure and trails maintenance on Property and use Property according to City's needs. City shall not be required to notify Resident prior to entering onto or using the Property.
11. ASSUMPTION OF RISK; HOLD HARMLESS. Resident assumes all responsibility for its use, maintenance, or improvement of Property and agrees to indemnify City for any claims arising out of its use, maintenance or improvement of Property.
12. NOTICES. Any written notice hereunder to Resident shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Resident at its address set forth above or at such other address as may be last known to City.
13. SEVERABILITY. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.
14. INTERPRETATION AND ENFORCEMENT. The laws of the State of Utah shall govern the validity, construction, performance and enforcement of this Agreement.

**HIGHLAND CITY**

**Attest:**

---

CITY ADMINISTRATOR

---

CITY RECORDER

DATE:

**RESIDENT**

\_\_\_\_\_  
NAME:

DATE:

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**RESIDENT**

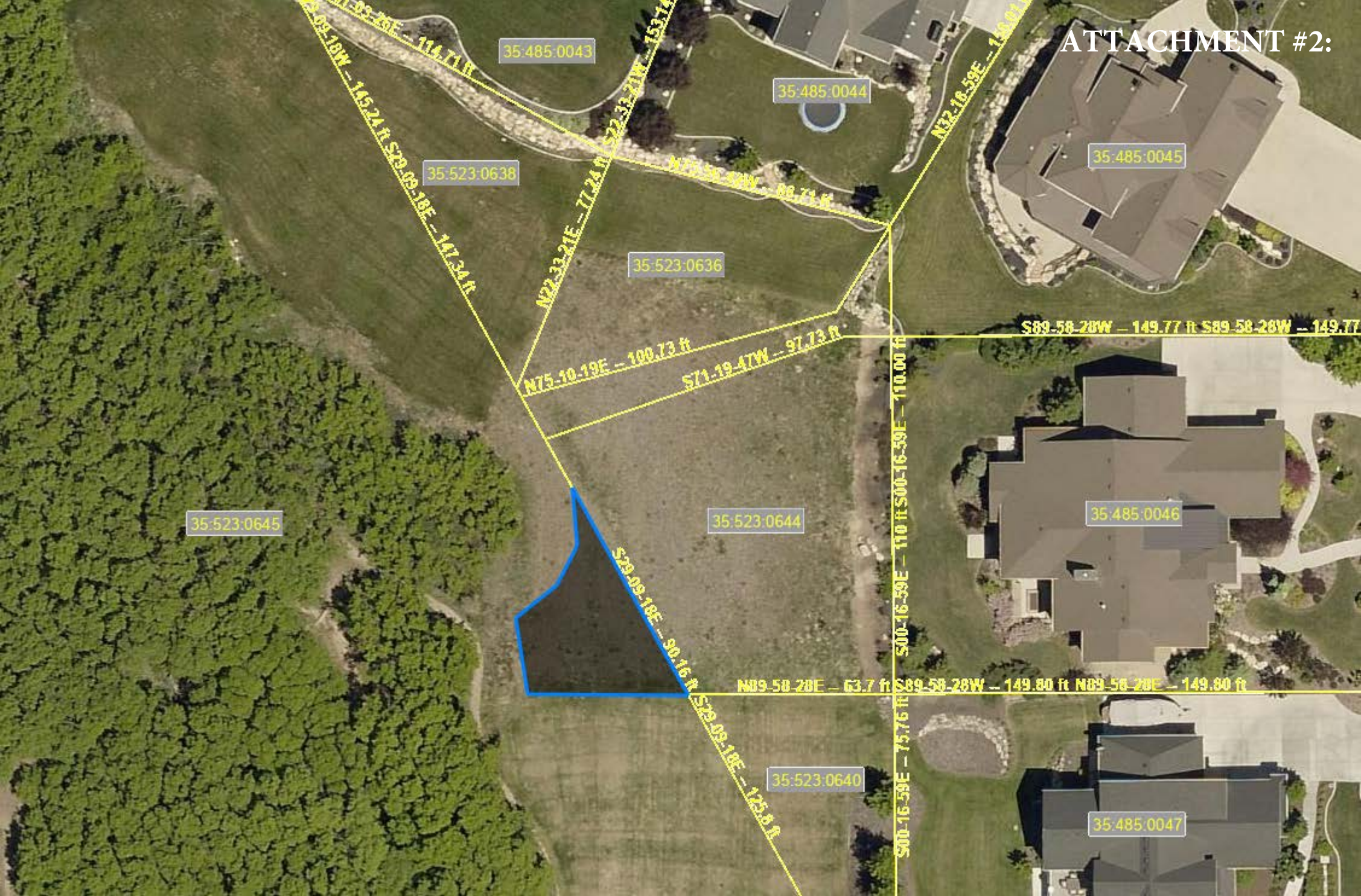
\_\_\_\_\_  
NAME:

DATE:

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



35-485-0043

35-485-0044

35-485-0045

35-523-0638

35-523-0636

S89-58-28W - 149.77 ft S89-58-28W - 149.77 ft

35-523-0645

35-523-0644

35-485-0046

N89-58-28E - 63.7 ft S89-58-28W - 149.80 ft N89-58-28E - 149.80 ft

35-523-0640

35-485-0047

December 14, 2022

Dear Highland City Mayor, Council, and Staff:

At the city's request we are submitting (1) a request for a maintenance agreement for open space behind the property we will be purchasing and (2) a plan describing how we will improve the city property included in the maintenance agreement.

Why.

1. We want to reduce the potential fire hazard created by the existing weeds and tall grass.
2. We want to beautify the area for those who use the trail and for our surrounding neighbors. We will do this so the area blends well with the area on the south, the scrub oak on the west, and our property on the east. We believe the area will look uniform with surrounding landscape.

Our plan. Our plan to improve the maintenance agreement area is

1. Sod some of the area (less than the 2,500 SF maximum)
2. Create large planting beds with trees and shrubs that are in harmony with the existing scrub oak. We will use a crushed landscape rock in the planting beds to help prevent water evaporation and help with weed prevention.
  - a. The planting beds would be spaced in a way as to not form a barrier as stated in the city's restrictions.
  - b. Irrigation for the trees and shrubs would be on an efficient drip system.
3. Create a natural transition to the city's non-maintenance agreement area by laying crushed rock on the west portion of the maintenance agreement area.

We look forward to entering into this agreement and can answer any questions you may have.

Thank you.

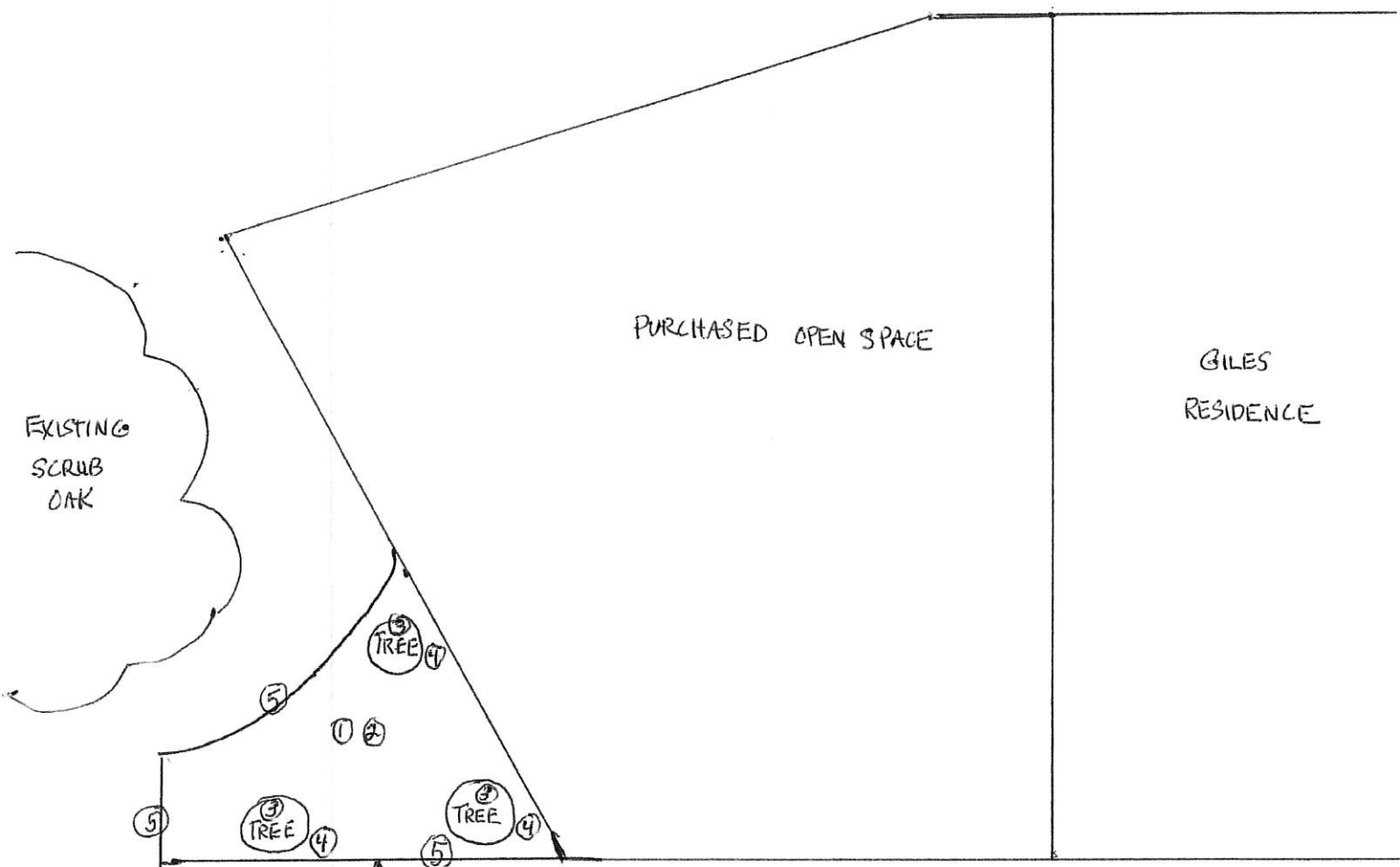
Brady and Kristen Giles

BRADY & KRISTEN GILES

MARCH 12, 2023

PROPOSED MAINTENANCE

AGREEMENT AREA  
12303 Timberline Dr.  
Highland, UT



PROPOSED MAINTENANCE  
AGREEMENT AREA

Key - Legend

- 1. Landscape fabric
- 2. Crushed rock or other appropriate materials such as mulch (no sod)
- 3. Trees - drought resistant
- 4. Drip system to trees
- 5. Metal or hard plastic edging around perimeter

## MAINTENANCE AGREEMENT

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RESIDENT

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

Brady D. & Kristen E. Giles  
12303 N. Timberlake Dr.  
Highland, UT 84003

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WHEREAS, Highland City ("City") owns certain property ("Property") that that is adjacent to Resident; and

WHEREAS, Resident desires to improve and maintain Property for the public good; and  
WHEREAS, City has determined that it is in the public interest to enter into this Agreement;

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

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Subject to City approval of Improvement Plan, the following Improvements are generally consistent with the character described above; however, each Plan will be reviewed on a case-by-case basis:

- A. The maximum irrigatable space cannot be more than 2500 square feet. Anything over 2500 square feet must be improved and maintained without requiring irrigation or sprinklers. Grass and sprinkler systems may only cover up to 2500 square feet of the Property, and any sprinkler or irrigation system may require a heightened water bill as a consequence of their extra water usage
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- D. Small gardens
- E. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

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  - B. Landscape boulders
  - C. Structures or sheds
  - D. Swimming pools
  - E. Curbing
  - F. Fire pits
  - G. Storage of personal belongings, tools, equipment, vehicles or trailers
  - H. Trampolines, children's play structures, swings, or attractive nuisances
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11. ASSUMPTION OF RISK; HOLD HARMLESS. Resident assumes all responsibility for its use, maintenance, or improvement of Property and agrees to indemnify City for any claims arising out of its use, maintenance or improvement of Property.
12. NOTICES. Any written notice hereunder to Resident shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Resident at its address set forth above or at such other address as may be last known to City.
13. SEVERABILITY. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.
14. INTERPRETATION AND ENFORCEMENT. The laws of the State of Utah shall govern the validity, construction, performance and enforcement of this Agreement.

HIGHLAND CITY

Attest:

\_\_\_\_\_  
CITY ADMINISTRATOR

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

DATE:



# CITY COUNCIL AGENDA REPORT ITEM #7

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**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Stephannie Cottle, City Recorder  
**SUBJECT: RESOLUTION:** ILA with Utah County for 2023 Elections  
**TYPE: GENERAL CITY MANAGEMENT**

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**PURPOSE:**

The City Council will consider adopting a resolution to enter into an interlocal agreement with Utah County to assist with the administration of the 2023 Municipal Elections.

**STAFF RECOMMENDATION:**

Staff recommends adopting the resolution and directing the Mayor to sign the interlocal agreement with Utah County to assist with the administration of the 2023 Municipal Elections.

**PRIOR COUNCIL DIRECTION:**

In prior years, City Council has considered the feasibility of running elections in-house as opposed to contracting with Utah County and has determined, after much consideration, that the County option is most viable for the purposes of personnel time management due to the state regulations surrounding elections and restrictions surrounding signature verification. In addition, due to economies of scale, the County is able to run a more cost-effective election than the City.

Council has expressed their desire to run a traditional election and not use the rank-choice-voting method. As such, staff is planning a traditional election.

**BACKGROUND:**

Highland City has contracted with Utah County to assist with municipal elections since 2017 and has found their process to be effective in election administration and timely in delivery of election results.

This year, Highland City elections will include three City Council seats. The candidate filing period is June 1–7, 2023 from 8:00 am to 5:00 pm (Monday – Friday). The primary election, if needed, will be Tuesday, August 15, 2023, and the general election will be held on Tuesday, November 7, 2023.

The interlocal agreement outlines the responsibilities of both Utah County and Highland City along with estimated costs. The estimated cost is not to exceed \$2.25/voter/election. Highland City currently has 12,730 registered voters. Based on the number of registered voters, the total estimated cost for both the primary and general election is \$57,285.00.

As a part of the election, the County will facilitate voting centers throughout the County. Staff has requested the County to consider Highland as one of those locations. If the County does not select Highland, the Council may consider paying for the cost of the County to add an additional voting center at City Hall. The approximate cost for a voting center is \$2,500 per election.

**FISCAL IMPACT:**

The cost of the 2023 Municipal Elections is estimated at \$57,285.00. Funding for this expense will be included in GL 10-47-22 Elections within the FY2024 budget. In FY2023, \$36,000 was allocated to elections in order to avoid a larger expense every other year. This expense makes use of those funds.

**MOTION TO APPROVE:**

I move that City Council adopt the resolution and direct the Mayor to sign the interlocal agreement with Utah County to assist with the administration of the 2023 Municipal Elections.

**ATTACHMENTS:**

1. Resolution
2. Interlocal Agreement with Utah County

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN UTAH COUNTY AND HIGHLAND CITY FOR THE ADMINISTRATION OF THE 2023 MUNICIPAL ELECTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and Highland City; and

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

**WHEREAS**, Utah County and Highland City desire to successfully conduct the 2023 Highland Municipal Primary (August 15, 2023) and General (November 7, 2023) Elections; and

**WHEREAS**, it is to the mutual benefit of both Utah County and Highland City to enter into an agreement providing for the parties' joint efforts to administer the 2023 Highland City Municipal Elections.

**WHEREAS**, after considering the Agreement, the Council finds the Agreement attached hereto as Exhibit "A" reasonably furthers the health, safety, and general welfare of the citizens of Highland City.

**NOW, THEREFORE**, be it resolved by the Highland City Council as follows:

**SECTION 1**

1. The Mayor of Highland City is hereby authorized to sign the Interlocal Cooperative Agreement between Utah County and Highland City for the administration of the 2023 Municipal Elections which is attached hereto as Exhibit A.

**SECTION 2**

1. This resolution is effective immediately.

**THIS RESOLUTION APPROVED AND ADOPTED** this 21st day of March by the City Council of Highland, Utah.

HIGHLAND CITY, UTAH

\_\_\_\_\_  
Kurt Ostler  
Mayor

ATTEST:

\_\_\_\_\_  
Stephannie Cottle  
City Recorder

COUNCILMEMBER	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. 2023 - \_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY  
AND HIGHLAND CITY  
FOR THE ADMINISTRATION OF THE 2023 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and HIGHLAND City a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

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

**WHEREAS**, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

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

**WHEREAS**, Utah County and CITY desire to successfully conduct the 2023 CITY Municipal Primary (August 15) and General (November 7) Elections (collectively “2023 CITY Municipal Elections”); and

**WHEREAS**, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2023 CITY Municipal Elections.

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

**Section 1. EFFECTIVE DATE; DURATION**

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2023 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

**Section 2. ADMINISTRATION OF AGREEMENT**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

**Section 3. PURPOSES**

This Agreement has been established and entered into between the parties for the purpose of administering the 2023 CITY Municipal Elections. This Agreement contemplates basic,

traditional primary and general elections (including ranked-choice voting, if applicable) for the 2023 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

**Section 4. RESPONSIBILITIES**

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2023 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2023 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

**Section 5. METHOD OF TERMINATION**

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

**Section 6. INDEMNIFICATION**

The parties to this Agreement are political subdivisions of the State of Utah. The parties

agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

**Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Agreement shall be placed on file in the office of the County Clerk of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

**Section 8. ADOPTION REQUIREMENTS**

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

**Section 9. AMENDMENTS**

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

**Section 10. SEVERABILITY**

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable,

shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

**Section 11. NO PRESUMPTION**

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

**Section 12. HEADINGS**

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

**Section 13. BINDING AGREEMENT**

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

**Section 14. NOTICES**

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

**Section 15. ASSIGNMENT**

The parties to this Agreement shall not assign this Agreement, or any part hereof, without

the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

**Section 16. GOVERNING LAW**

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

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**UTAH COUNTY**

Authorized by Resolution No. 2023 - \_\_\_\_, authorized and passed on the \_\_\_\_ day of \_\_\_\_\_ 2023.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

By: \_\_\_\_\_  
AMELIA POWERS GARDNER, Chair

ATTEST: AARON R. DAVIDSON  
Utah County Clerk

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:  
JEFFREY S. GRAY, Utah County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

**CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of  
\_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor, CITY

ATTEST:

\_\_\_\_\_  
NAME  
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH  
CITY Attorney

By: \_\_\_\_\_

**Exhibit A**  
**2023 Municipal Elections**  
**Scope of Work for Election Services**  
**Revised 27 February 2023**

Services the City will provide, include, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure requirements by state code and/or city code.
- Publish Public Notices as required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up-to-date and informed on all legal requirements governing candidates, campaigns, deadlines, and recounts.
- Thoroughly examine and proof all election ballots and provide final approval.
- Host on the City website a link to or copy of the unofficial reported results as hosted on the County Elections webpage prior to certification, the official reported results as hosted on the County Elections webpage after certification, the location of the county-owned ballot drop boxes, and a link to the website for voters to opt-in to receive ballot alert texts.
- City will not change the format or otherwise alter the unofficial or official reported results, only displaying them in the form and format as provided by the County.
- City will canvass the final election results 7 days after Election Day, or a date prescribed by the County Clerk.

Annexations or other boundary changes impacting the administration of the municipal elections need to be submitted to the County prior to June 1, 2023. Annexation changes submitted on or after June 1, 2023, will not be incorporated into this election.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures, and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot printing
- Ballot mailings
- Ballot retention and storage
- Outgoing / Return postage
- Ballot processing
- Printing optical scan ballots
- Program and test voting equipment
- Program electronic voter register
- Poll Worker recruitment, training, and supervision
- Compensate vote center poll workers
- Delivery of supplies and equipment
- Tabulate and report election results on county website
- Provisional ballot verification
- Update voter history database
- Conduct audits as required by state statute and/or administrative rule
- Conduct recounts as required by state statute and/or administrative rule
- Election Day administrative support
- Operation of countywide vote centers
- Provide final canvass report of Official Election Results. The City is responsible to canvass their municipal election on the date designated by the County Clerk. Such results will constitute the final Official Results of the Election.
- Ballot drop box services – maintain, unlock and lock boxes, collect ballots, and maintain security camera footage.

The County will provide a good faith estimate for budgeting purposes. Election costs are calculated upon the offices scheduled for election, the volume of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the election(s) which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, may be changed.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election as required by state statute, the City Clerk/Recorder is the Election Officer.

**Exhibit B**

**2023 Municipal Elections**

Active voters for billing purposes will be calculated 11 days before each Election Day.

**Highland**

<b>Election</b>	<b>1/4/2023</b>	<b>Not to exceed \$2.25 per voter per election</b>
Primary	12,730	\$28,642.50
General	12,730	\$28,642.50
Estimated Cost as of 3/6/2023		\$57,285.00



# CITY COUNCIL AGENDA REPORT ITEM #8

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**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Andy Spencer, City Engineer/Public Works Director  
**SUBJECT: ACTION:** Contract with Rhino Pumps for Well #4 pump and motor  
**TYPE: GENERAL CITY MANAGEMENT**

---

**PURPOSE:**

The City Council will consider approving a contract with Rhino Pumps for the purchase and installation of new well components (pump, motor, and associated components) at Well #4. The Council will take appropriate action.

**STAFF RECOMMENDATION:**

Staff recommends approving the contract with Rhino Pumps to furnish and install the pump, motor, and associated components at Well #4.

**PRIOR COUNCIL DIRECTION:**

On December 7, 2021, Council approved a contract with Lang Construction to drill a new well at the Well #4 site. On January 17, 2023, Council approved grant funding from the State of Utah in the amount of \$1,000,000. As part of the adopted Utility Rate Study Capital Improvement Plan, the culinary water system has allocated \$1,838,478 for the improvements funded in the grant of the culinary system in FY23 and FY24.

**BACKGROUND:**

Since the initial drilling of Well #4 in 1978, the water level in the aquifer has experienced a 100-foot drop, as measured in 2022. Due to the declining water levels in the aquifer and the current condition of the existing Well #4, the City opted to abandon the existing well and drill a new well within the current property. The drilling and development of the new well was completed in 2022. The next step is to construct the pump house and install the necessary pump equipment and components.

This item is strictly to award the pump and motor as it will save the City money to

award the pump and motor directly separate from the pumphouse construction. Awarding the pump separately also ensures that the pump is installed and warrantied through the company that services all the City wells..

The award equips the new well with the necessary components, discharge head, motor, pump, and column. Rhino Pumps provides and services the City's well houses and pumps. They have provided a bid for the project of \$192,221.25. The bid includes materials and labor, the price including a 10% contingency for this portion of the project is \$211,443.

**FISCAL IMPACT:**

The cost of this project is \$211,443. Funding for this expense is has not yet been included within the FY23 budget. However, the total funding for the collective GOEO water related grant has been allocated with the combination of grant funding of \$1,000,000 and the Utility Rate Study of \$1,838,478. Total available funds for the project \$2,838,478. The City has already received the \$1,000,000 from the State. It is anticipated that the FY23 expenses will be less than \$1,000,000.

Funds will be expensed from 55-40-78, Water Grants Capital Outlay

There will need to be an end of year FY23 budget adjustment to account accurately for the portion of the project that is paid within FY23. The balance will be completed and paid in FY24.

**MOTION TO APPROVE:**

I move that City Council APPROVE a contract with Rhino Pumps for the improvements associated with Well #4 in an amount up to \$211,443 and AUTHORIZE the City Administrator to sign the contract documents.

**ATTACHMENTS:**

1. Rhino Pumps Bid



453 W. 700 S.  
Pleasant Grove, UT 84062

Phone (801) 321-8242

sales@rhinopumps.com

**RHINOPUMPS**

*\*Revised\** **Quote**

1/2

Customer ID

Quote Date

**Quote Number**

0711

3/3/2023

RQ1311

Attn

cc

Van Bond

**Customer Information**

Highland City  
5400 Civic Center Dr.  
Highland, UT 84003

**Ship To Information**

Highland City  
5400 Civic Center Dr.  
Highland, UT 84003

Quote By: Carl Haehl

PO #:

RFQ #:

Salesperson: Carl Haehl

Phone: (801) 420-0547 x

Fax:

Terms: Net 30

**Quote Information**

**Required Work:** Well #4 Improvements  
American Marsh Pump - Vertical Turbine 14LC - 8 Stage O/L - Pump Setting 550'  
(1,800 GPM @ 670 FT - 1800 RPM)  
Cone Strainer - 316SS  
10" Column Pipe - 2-1/2" Oil Tube w/ 1-11/16" Shaft w/ Centering Spiders  
Water Level Sensor Tube - 1-1/4" S80 PVC Flush Thread Pipe  
Monitoring Tube - 1-1/4" S80 PVC Flush Thread Pipe  
Microlevel Level Transducer  
Oil Tube Stretch Assembly  
1" 316SS Air Vent Piping w/ SS screen  
Motor - 400HP GE/Wolong VHS Ultra+ WPI w/ 6 Platinum RTD's  
  
Field modifications to existing casing  
-Locate & Weld 24" x 18" Steel Concentric Reducer w/ 18" of 24" diameter casing  
-Locate & Weld 34" x 34" x 1-1/2" Sole Plate  
  
Installation & Start-Up

**Comments:** Revised:  
-Removed Level Display Meter  
-Added 6 Platinum RTD's to Motor  
-Moved Discharge Head & Well Modifications Materials to RQ1422

Labor	Unit Price	Ext Price
		<b>Total for Labor :</b>
		<b>19,631.18</b>
Material	Unit Price	Ext Price
		<b>Total for Material :</b>
		<b>172,590.07</b>
Other	Unit Price	Ext Price

**Subtotal :** 192,221.25

**Tax :** 0.00

**Total for Quote RQ1311 :** 192,221.25

**Lead Time**

12-14 Weeks (ARO)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PO# ( IF NOT ALREADY ISSUED ):

Ship Via: \_\_\_\_\_

Our Tax ID: 46-3826223  
Taxable Material

Your Tax ID:  
Taxable Labor

Sales Tax Code 1: No Sales Tax on Sales



453 W. 700 S.  
Pleasant Grove, UT 84062

Phone (801) 321-8242

sales@rhinopumps.com

**RHINOPUMPS**

<b>Customer ID</b>	<b>Quote Date</b>	<b>Quote Number</b>
0711	3/3/2023	RQ1311
<b>Attn</b>	<b>cc</b>	
Van Bond		

**Customer Information**

Highland City  
5400 Civic Center Dr.  
Highland, UT 84003

**Ship To Information**

Highland City  
5400 Civic Center Dr.  
Highland, UT 84003

<b>Quote By:</b>	Carl Haehl
<b>PO #:</b>	
<b>RFQ #:</b>	
<b>Salesperson:</b>	Carl Haehl
<b>Phone:</b>	(801) 420-0547 x
<b>Fax:</b>	
<b>Terms:</b>	Net 30

APPROXIMATE SCHEDULE

Well Casing Materials - 2-3 weeks (RQ1422)
Well Casing Field Work - 2-3 days on site
Discharge Head Fabrication - 8-10 weeks (RQ1422)
Pump & Column - 5-6 weeks
Motor - 12-14 weeks
Installation - 4-5 days

Total for Other : 0.00

**Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.  
We Are not Responsible For Items Left Over 60 Days.  
Quote is valid for 30 days.**

**Lead Time**

12-14 Weeks (ARO)

<b>Subtotal :</b>	192,221.25
<b>Tax :</b>	0.00
<b>Total for Quote RQ1311 :</b>	192,221.25

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PO# ( IF NOT ALREADY ISSUED ):

Ship Via: \_\_\_\_\_

Our Tax ID: 46-3826223  
Taxable Material

Your Tax ID:  
Taxable Labor

Sales Tax Code 1: No Sales Tax on Sales



# CITY COUNCIL AGENDA REPORT ITEM #9

---

**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Andy Spencer, City Engineer/Public Works Director  
**SUBJECT: ACTION:** Well #4 Construction Contract  
**TYPE: GENERAL CITY MANAGEMENT**

---

**PURPOSE:**

The City Council will consider awarding a construction contract with VanCon, Inc. for the construction and improvements at Well #4 site. The Council will take appropriate action.

**STAFF RECOMMENDATION:**

Staff recommends awarding a construction contract with VanCon, Inc. for Well #4 pumphouse and site improvements.

**PRIOR COUNCIL DIRECTION:**

On January 17, 2023, Council approved grant funding from the State of Utah in the amount of \$1,000,000. As part of the adopted Utility Rate Study Capital Improvement Plan, the culinary water system has allocated \$1,838,478 for the improvements funded in the grant of the culinary system in FY23 and FY24. The City has already received the \$1,000,000 from the State.

**BACKGROUND:**

The Well #4 site is located at 5100 West 11200 North. The City completed drilling the new well casing in February of 2022. The adopted Utility Rate Study Capital Improvement Plan in FY23 calls for the construction of a pumphouse at Well #4 including facilities for chlorination.

Bids for the pumphouse were solicited from six prequalified contractors, as well as advertising for additional qualified contractors. To give Council a choice in fencing materials, staff solicited bid alternates for different types of fence materials. Three bids were received for the project with VanCon, Inc. being the low bidder for the

project under most bid alternatives. The other bids we received were from FX Construction and Corio Construction. The lowest cost of each bid alternative follows:

**Bid Alternates:**

- Black Vinyl-Coated Chain Link Fence: \$1,404,122.34 \* (VanCon)
- Wrought Iron Appearance Fence: \$1,451,552.34 (VanCon)
- Precast Concrete Fence: \$1,553,296.84 (FX Construction)

*\*due to pricing, the recommended motion is for the chain link fence option with a 10% contingency*

As noted above, the construction of the pumphouse at Well #4 is part of the larger culinary system upgrades for which the State awarded grant funding. The budgeting for the State grant is:

GOEO Water Grant Project budget as submitted to State

Well #4 Pumphouse	\$1,650,000
Well #5 Rehabilitation	\$ 225,000
Chlorination Facilities, Well 1 & 5	\$ 245,000
<u>Pressure Reducing Valves</u>	<u>\$ 390,000</u>
Project Total	\$2,510,000

The total costs for the low bid award for Well #4 with the pump assemblies to be provided by Rhino Pumps, and contingencies is \$1,783,126. This total is \$133,126 above what had been planned for that particular line item. Between the grant award and budgeted money from the Utility Rate Study, there is \$2,838,478 total revenue available for these projects. With the overall budget at \$2,510,000, , there is approximately \$323,478 in programmed funding available in excess of what was planned for the grant project. As such, there are funds available for the recommended award.

**FISCAL IMPACT:**

The cost of the Well#4 pumphouse construction project is \$1,544,535 with contingency. Funding for this expense is has not yet been included within the FY23 budget. However, the total funding for the collective GOEO water related grant has been allocated with the combination of grant funding of \$1,000,000 and the Utility Rate Study of \$1,838,478. Total available funds for the project \$2,838,478. The City has already received the \$1,000,000 from the State. It is anticipated that the FY23 expenses will be less than \$1,000,000.

Funds will be expensed from 55-40-78, Water Grants Capital Outlay

There will need to be an end of year FY23 budget adjustment to account accurately for the portion of the project that is paid within FY23. The balance of the project will be budgeted, completed, and paid in FY24.

**MOTION TO APPROVE:**

I move that City Council APPROVE the construction contract with VanCon, Inc. for the construction of Well #4 and associated site improvements in an amount up to \$1,544,535 and AUTHORIZE City Administrator to sign the contract documents.

**ATTACHMENTS:**

1. Bid Recommendation Letter
2. Bid Tabulation
3. Site Plan (2 pages)

# BT Engineering

---

Highland City  
Attn: Andy Spencer PE, City Engineer/Public Works Director  
5400 W. Civic Center Drive, Suite 1  
Highland, UT 84003

March 16, 2023

RE: Well #4 Improvements  
Recommendation for Contract Award

Dear Andy:

We have reviewed the bids for the Well #4 Improvements project. Vancon, Inc is the lowest responsible bidder. Their total bid cost for the Base Bid Schedule is \$1,379,772.34. We recommend that Vancon, Inc be awarded the project. Their price for the Base Bid with the additional 3" asphalt for the north area of the well house is \$1,404,122.34.

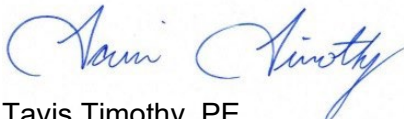
Vancon Inc. possess the required Utah Contractors License to perform this type of work. They also have appropriate previous experience to complete a job of this complexity. Vancon has completed the last two Well House Improvement Projects in the recent past for the City of Highland. We have also worked with Vancon on numerous pump stations and find them to be competent.

The City received a total of 3 bids. For your reference we have attached a copy of the Bid Results. Please note that Vancon's bid is not the low bid should the City elect concrete fencing for the parcel. The low bidder for the concrete fence alternative is FX Construction. The Bid Result Table provides for the cost analysis of the different fencing options.

Well #4 is a very important water source for the City and its improvement will be a benefit to the community for years to come.

Please call if we can answer any questions or be of further assistance.

Respectfully,

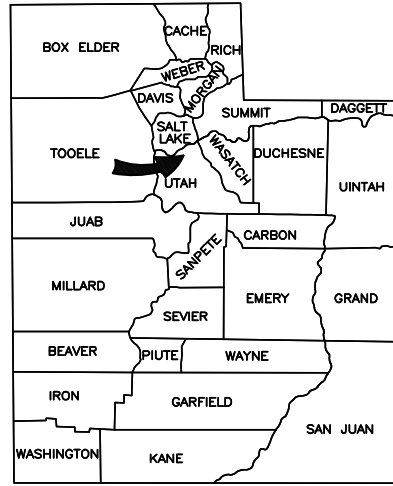


Tavis Timothy, PE  
Project Manager

**Highland City - Well #4 Improvements**  
**Bid Tabulation**  
**Bid Date: March 14, 2023**

UNIT PRICE SCHEDULE - BASE BID				VanCon, Inc.		FX Construction		Corio Construction, Inc.	
Item #	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>SCHEDULE A</b>									
1	Mobilization and Demobilization	LS	1	\$99,000.00	\$ 99,000.00	\$80,000.00	\$ 80,000.00	\$73,834.00	\$ 73,834.00
2	Materials Testing	FT	1	\$9,000.00	\$ 9,000.00	\$20,000.00	\$ 20,000.00	\$10,727.00	\$ 10,727.00
3	Construct New Well House	FT	1	\$307,000.00	\$ 307,000.00	\$307,500.00	\$ 307,500.00	\$203,043.00	\$ 203,043.00
4	Well House Internal Piping	FT	1	\$160,000.00	\$ 160,000.00	\$112,300.00	\$ 112,300.00	\$158,920.00	\$ 158,920.00
5	Site Improvements	FT	1	\$140,000.00	\$ 140,000.00	\$122,000.00	\$ 122,000.00	\$97,442.00	\$ 97,442.00
6	3" Thick Asphalt Parking Area	L.S.	5,255	\$4.00	\$ 21,020.00	\$5.50	\$ 28,902.50	\$10.93	\$ 57,450.00
7	6' Tall CMU Wall Around AC Unit	L.S.	1	\$5,000.00	\$ 5,000.00	\$16,900.00	\$ 16,900.00	\$43,232.00	\$ 43,232.00
8	Electrical and HVAC Systems	L.S.	1	\$430,000.00	\$ 430,000.00	\$559,400.00	\$ 559,400.00	\$624,584.00	\$ 624,584.00
9	Chlorination System	L.S.	1	\$60,000.00	\$ 60,000.00	\$49,200.00	\$ 49,200.00	\$50,061.00	\$ 50,061.00
10	6' Tall Black Vinyl Chain Link Fence with Concrete Mow Strip and 16' Wide Gate	L.S.	510	\$85.00	\$ 43,350.00	\$94.00	\$ 47,940.00	\$103.94	\$ 53,010.00
11	12" RCP Drainage Pipe	S.F.	51	\$150.00	\$ 7,650.00	\$97.00	\$ 4,947.00	\$171.00	\$ 8,721.00
12	16" DIP Drainage Pipe	L.S.	67	\$220.00	\$ 14,740.00	\$196.00	\$ 13,132.00	\$286.76	\$ 19,213.00
13	18" RCP Drainage Pipe	L.S.	108	\$110.00	\$ 11,880.00	\$153.00	\$ 16,524.00	\$140.04	\$ 15,124.00
14	24" RCP Drainage Pipe	L.S.	107	\$190.00	\$ 20,330.00	\$157.00	\$ 16,799.00	\$214.39	\$ 22,940.00
15	3'X3' Drainage Box	L.F.	2	\$4,000.00	\$ 8,000.00	\$3,900.00	\$ 7,800.00	\$5,433.00	\$ 10,932.00
16	4'X4' Drainage Box	L.F.	3	\$5,000.00	\$ 15,000.00	\$5,900.00	\$ 17,700.00	\$7,919.00	\$ 23,757.00
17	18" Concrete Flared End Section	L.F.	1	\$2,500.00	\$ 2,500.00	\$925.00	\$ 925.00	\$3,698.00	\$ 3,698.00
18	CP-1 Panel and SCADA Programming by ICTech	L.F.	1	\$25,302.34	\$ 25,302.34	\$25,302.34	\$ 25,302.34	\$25,302.34	\$ 25,302.34
<b>SCHEDULE A TOTAL</b>					<b>\$ 1,379,772.34</b>		<b>\$ 1,447,271.84</b>		<b>\$ 1,501,990.34</b>

ADDITIVE ALTERNATE BID SCHEDULE									
Item #	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A.1	Concrete Parking Area 6" Thick Fiber-Reinforced Concrete Over 4" Road Base (Substitute for Bid Item 6)	S.F.	5,255	\$9.60	\$ 50,448.00	\$15.00	\$78,825.00	\$16.64	\$87,446.00
A.2A	6' Tall Concrete Panel Fence with Concrete Mow Strip and 16' Wide Ameristar Echelon II Gate (Substitute for Bid Item 10)	L.F.	271	\$470.00	\$ 127,370.00	\$240.00	\$65,040.00	\$210.27	\$56,983.00
A.2B	7' Tall Concrete Panel Fence with Concrete Mow Strip (Substitute for Bid Item 10)	L.F.	54	\$359.00	\$ 19,386.00	\$260.00	\$14,040.00	\$255.04	\$13,772.00
A.2C	8' Tall Concrete Panel Fence with Concrete Mow Strip (Substitute for Bid Item 10)	L.F.	185	\$370.00	\$ 68,450.00	\$260.00	\$48,100.00	\$209.13	\$38,689.00
A.3	Ameristar Echelon II Fence with Concrete Mow Strip and 16' Wide Ameristar Gate (Substitute for Bid Item 10)	L.F.	510	\$178.00	\$ 90,780.00	\$150.00	\$76,500.00	\$140.63	\$71,719.00
A.4	Additional 3" Thick Asphalt North of the Well House	S.F.	4,870	\$5.00	\$ 24,350.00	\$5.50	\$26,785.00	\$8.31	\$40,446.00
<b>Base Bid w/ Alt A4</b>					<b>\$ 1,404,122.34</b>		<b>\$ 1,474,056.84</b>		<b>\$ 1,542,436.34</b>
<b>Base Bid, Alt 4 w/ Concrete Fence</b>					<b>\$ 1,575,978.34</b>		<b>\$ 1,553,296.84</b>		<b>\$ 1,598,870.34</b>
<b>Base Bid, Alt 4 w/ Ameristar Fence</b>					<b>\$ 1,451,552.34</b>		<b>\$ 1,502,616.84</b>		<b>\$ 1,561,145.34</b>



STATE OF UTAH



# HIGHLAND CITY WELL #4 IMPROVEMENTS FEBRUARY 2023 BIDDING DRAWINGS

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H-2	HVAC LOAD CALCULATIONS
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PROJECT LOCATION

BT ENGINEERING

FOR:  
HIGHLAND CITY  
5400 W CIVIC CENTER DR  
HIGHLAND, UT 84003

CONTACT:  
ANDY SPENCER  
801-772-4508

HIGHLAND CITY  
WELL #4 IMPROVEMENTS  
COVER SHEET



NO.	DATE	REVISION	BY

PROJECT NO.:	DATE:
001.22.001	JANUARY 2023
DRAWN BY:	CHECKED BY:
JB	TT
PROJECT MANAGER:	
T. TIMOTHY	

COVER SHEET

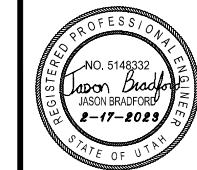
G-1

FILE NAME: USER'S BRADY\DRAWING\HIGHLAND CITY\WELL 4 REPLACEMENT\CAD\G-1 COVER.DWG  
DATE: 2-17-2023 10:46:45 (JEB)

FOR:  
HIGHLAND CITY  
5400 W CIVIC CENTER DR  
HIGHLAND, UT 84003

CONTACT:  
ANDY SPENCER  
801-772-4508

**HIGHLAND CITY  
WELL #4 IMPROVEMENTS  
SITE PLAN**



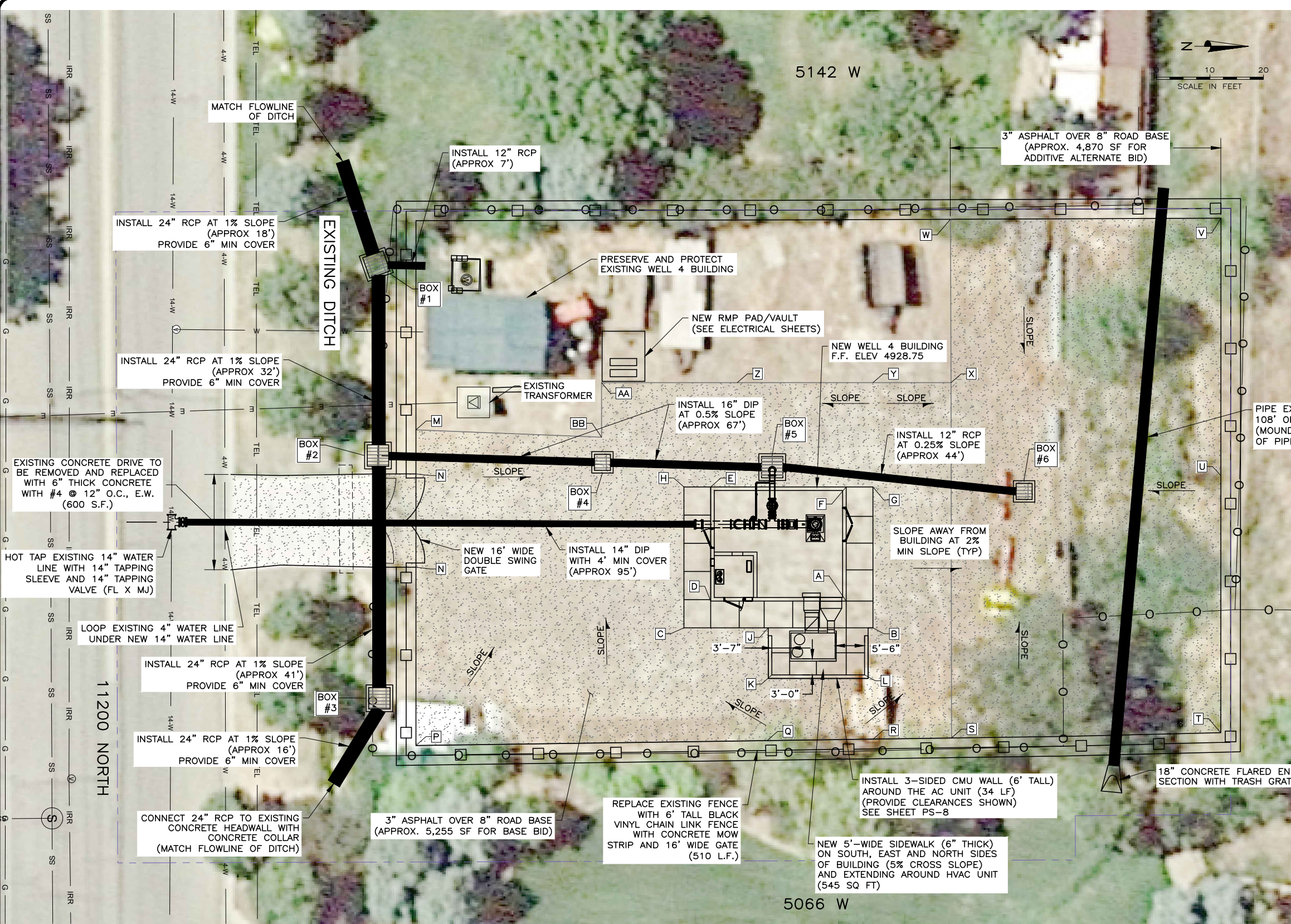
NO.	DATE	REVISION	BY

PROJECT NO.: 001.22.001      DATE: JANUARY 2023  
 DRAWN BY: JB      CHECKED BY: TT  
 PROJECT MANAGER: T. TIMOTHY

#	ELEVATION	DESCRIPTION
1 (4'x4')	4928.01	RIM ELEVATION
	4924.76	24" RCP INVERT (E/W)
	4925.70	12" RCP INVERT (N)
2 (4'x4')	4928.26	RIM ELEVATION
	4925.01	24" RCP INVERT (E/W)
3 (4'x4')	4925.01	16" DIP INVERT (N)
	4928.74	RIM ELEVATION
4 (3'x3')	4925.49	24" RCP INVERT (E/W)
	4927.60	RIM ELEVATION
5 (4'x4')	4925.21	16" DIP INVERT (N/S)
	4928.50	RIM ELEVATION
	4925.36	16" DIP INVERT (S)
6 (3'x3')	4925.36	12" RCP INVERT (N)
	4927.67	RIM ELEVATION
	4925.48	12" RCP INVERT (S)

NOTE: ALL BOXES TO INCLUDE GRATED OPENING

#	ELEV	DESCRIPTION
A	4928.70	TOP OF SIDEWALK
B	4928.17	TOP OF SIDEWALK
	4928.17	TOP OF ASPHALT
C	4928.35	TOP OF SIDEWALK
D	4927.85	TOP OF ASPHALT
	4928.70	TOP OF SIDEWALK
E	4928.70	TOP OF SIDEWALK
	4928.20	TOP OF ASPHALT
F	4928.70	TOP OF SIDEWALK
	4928.20	TOP OF ASPHALT
G	4928.45	TOP OF SIDEWALK
	4928.25	TOP OF ASPHALT
H	4928.45	TOP OF SIDEWALK
	4927.95	TOP OF ASPHALT
J	4928.17	TOP OF SIDEWALK
K	4928.00	TOP OF SIDEWALK
L	4928.42	TOP OF SIDEWALK
M	4928.17	TOP OF ASPHALT
N	4928.00	TOP OF ASPHALT
P	4928.50	TOP OF ASPHALT
Q	4928.00	TOP OF ASPHALT
R	4928.50	TOP OF ASPHALT
S	4928.15	TOP OF ASPHALT
T	4929.12	TOP OF ASPHALT
U	4928.41	TOP OF ASPHALT
V	4927.71	TOP OF ASPHALT
W	4928.20	TOP OF ASPHALT
X	4927.57	TOP OF ASPHALT
Y	4927.86	TOP OF ASPHALT
Z	4927.81	TOP OF ASPHALT
AA	4927.75	TOP OF ASPHALT
BB	4927.65	TOP OF ASPHALT



- NOTES:
- IF WORK IN EITHER DITCH IS DONE BETWEEN APRIL 15 - OCTOBER 15, CONTRACTOR SHALL COORDINATE WITH LEHI IRRIGATION COMPANY PRIOR TO ANY WORK BEING PERFORMED. DITCH MAY ONLY BE OUT OF SERVICE FOR 2 DAYS AT A TIME.
  - FINAL LOCATION OF PERIMETER FENCING TO BE DETERMINED BY OWNER.
  - LANDSCAPE RESTORATION ALONG SOUTH FRONTAGE SHALL CONSIST OF BACKFILLING EXISTING DITCH, PLACING SOD ALONG ALL DISTURBED AREAS WITH 6" TOPSOIL AND EXTENDING THE IRRIGATION SPRINKLING SYSTEM TO INCORPORATE THE NEW SOD AREAS.

FILE NAME: USER'S\_BRADY\DRP\BOX\HIGHLAND CITY\WELL 4 REPLACEMENT\CAD\PS-1 SITE PLAN.DWG  
FILE DATE: 2.17.2023 10:45:09 (JEB)

**DOCUMENT 00 30 00  
BID FORM**

Project Identification: Well #4 Improvements

**ARTICLE 1 - BID RECIPIENT**

- 1.1 This Bid Is Submitted To: **HIGHLAND CITY**
- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.1 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
<u>1</u>	<u>3-2-23</u>
<u>2</u>	<u>3-7-23</u>
<u>3</u>	<u>3-10-23</u>

- B. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

- E. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- F. Bidder has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- G. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract..
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

4.1 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 - BASIS OF BID**

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BASE BID SCHEDULE (REVISED 3/7/2023)**

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
1	Mobilization	1	L.S.	49,000	\$ 99,000
2	Materials Testing	1	L.S.	9,000	\$ 9,000
3	Construct New Well House	1	L.S.	307,000	\$ 307,000
4	Well House Internal Piping	1	L.S.	160,000	\$ 160,000
5	Site Improvements	1	L.S.	140,000	\$ 140,000
6	3" Thick Asphalt Parking Area	5,255	S.F.	\$ 4.00	\$ 21,020
7	6' Tall CMU Wall Around AC Unit	1	L.S.	5,000	\$ 5,000
8	Electrical and HVAC Systems	1	L.S.	430,000	\$ 430,000
9	Chlorination System	1	L.S.	60,000	\$ 60,000
10	6' Tall Black Vinyl Chain Link Fence with Concrete Mow Strip and 16' Wide Gate	510	L.F.	\$ 85.00	\$ 43,350
11	12" RCP Drainage Pipe	51	L.F.	\$ 150	\$ 7,650
12	16" DIP Drainage Pipe	67	L.F.	\$ 220	\$ 14,740
13	18" RCP Drainage Pipe	108	L.F.	\$ 110	\$ 11,880
14	24" RCP Drainage Pipe	107	L.F.	\$ 190	\$ 20,330
15	3'X3' Drainage Box	2	Each	\$ 4,000	\$ 8,000
16	4'X4' Drainage Box	3	Each	\$ 5,000	\$ 15,000
17	18" Concrete Flared End Section	1	Each	\$ 2,520	\$ 2,520
18	CP-1 Panel and SCADA Programming by ICTech	1	L.S.	25,302.34	\$ 25,302.34
<b>BASE BID SCHEDULE TOTAL</b>					<b>\$ 1,379,772.34</b>

**ADDITIVE ALTERNATE SCHEDULE**

	Description	Qty	Unit	Unit Bid Amount	Total Bid Amount
Alt-1	Concrete Parking Area 6" Thick Fiber-Reinforced Concrete Over 4" Road Base (Substitute for Bid Item 6)	5,255	S.F.	\$ 9.60	\$ 50,448
Alt-2A	6' Tall Concrete Panel Fence with Concrete Mow Strip and 16' Wide Ameristar Echelon II Gate (Substitute for Bid Item 10)	271	L.F.	\$ 470	\$ 127,370
Alt-2B	7' Tall Concrete Panel Fence with Concrete Mow Strip (Substitute for Bid Item 10)	54	L.F.	\$ 359	\$ 19,386
Alt-2C	8' Tall Concrete Panel Fence with Concrete Mow Strip (Substitute for Bid Item 10)	185	L.F.	\$ 370	\$ 68,450

Alt-3	Ameristar Echelon II Fence with Concrete Mow Strip and 16' Wide Ameristar Gate (Substitute for Bid Item 10)	510	L.F.	\$ 178	\$ 90,780
Alt-4	Additional 3" Thick Asphalt North of the Well House	4,870	S.F.	\$ 5.00	\$ 24,350

Unit Prices have been computed in accordance with paragraph 13.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

#### ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**COMPLETION INCENTIVE** Included in this project is a \$40,000 Completion Incentive to be paid only on full acceptance of the project on or before December 17, 2023. The project shall only be accepted after all punch list items and the restoration of any and all improvements that have been adversely impacted, damaged, or destroyed by the construction of this project have been completed. The latest acceptable date for the full Completion Incentive is December 17, 2023 by 5:00 pm MST. 20% will be taken off the Completion Incentive each calendar day past December 17, 2023. The deadline for the Completion Incentive shall not be extended for any reason, including weather, or any other unforeseen events or items.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damage.

#### ARTICLE 7 - ATTACHEMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check);
- B. Document 00 45 00 – List of Subcontractors;
- C. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids.

#### ARTICLE 8 - DEFINED TERMS

8.1 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.1 This Bid is submitted by:

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_  
*(Individual's signature)*

Doing business as:  
\_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed):  
\_\_\_\_\_

**A Corporation**

Corporation Name: Vancon Inc.

State or Jurisdiction of Incorporation: Utah

Type (General Business, Profession, Service, Limited Liability):  
General Business

By: [Signature]  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed):  
Ken Van Sickle

Title: Vice President

CORPORATE  
SEAL,  
if required by State

Attest Emily Dumm  
*(Signature of Corporate Secretary)*

Date of Qualification to do business in Utah [State or other jurisdiction where Project is located] is 4/12/1999

**A Joint Venture**

Name of Joint Venture:

\_\_\_\_\_

First Joint Venture Name: \_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed):

\_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venture Name: \_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed):

\_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: 1825 N Mountain Springs Pkwy  
Springville, UT 84663

Business Phone No. (801) 491-8898

Business FAX No. (801) 491-8883

Business E-Mail Address bid@wedigitah.com

State Contractor License No. 367938-5501 . (If applicable)

Employer's Tax ID No. 841389681

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

\_\_\_\_\_

9.2 Bid submitted on March 14, 2023.

**DOCUMENT 00 45 00**  
**LIST OF SUBCONTRACTORS**

The bidder shall list below the names and business address of each subcontractor who will perform Work under this Contract in excess of five percent (0.05) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner.

NOTE: Attach additional sheets if required.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. <u>ELECTRICAL</u>	<u>INFINITY ELECTRIC</u>
2. <u>Concrete Panel Fencing</u>	<u>Olympus Fencing</u>
3. <u>ROOFING</u>	<u>ALL WEATHER</u>
4. <u>MASONRY</u>	<u>LONG PEAK</u>
5. _____	_____
6. _____	_____

- END OF DOCUMENT -

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we VanCon, Inc.
1825 No. Mountain Springs Parkway, Springville, UT 84663
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
P.O. Box 712, Des Moines, IA 50306-0712
a corporation duly organized under the laws of State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto
Highland City

5400 W. Civic Center Dr., Highland, UT 84003
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for

Well #4 Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 14th of March, 2023.

Emily Orr (Witness)

VanCon, Inc. (Principal) (Seal)

BY: [Signature] Vice President (Title)

Stacie Hanson (Witness)
Stacie Hanson

Employers Mutual Casualty Company (Surety)

BY: [Signature] Stephanie Garahana (Title) Attorney-in-Fact





P.O. Box 712 • Des Moines, Iowa 50306-0712

### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Stephanie Garahana**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond  
 Principal : VanCon, Inc.  
 Obligee : Highland City

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

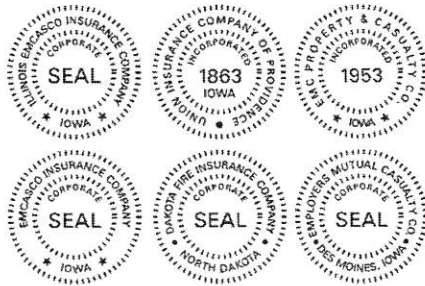
### AUTHORITY FOR POWER OF ATTORNEY

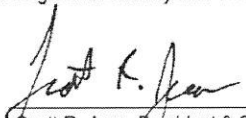
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19<sup>th</sup> day of September, 2022.

Seals




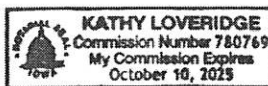
  
 Scott R. Jean, President & CEO  
 of Company 1 (Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 19<sup>th</sup> day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

  
 Notary Public in and for the State of Iowa



### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19<sup>th</sup> day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14<sup>th</sup> day of March, 2023.

  
 Vice President



# CITY COUNCIL AGENDA REPORT ITEM #10

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**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Andy Spencer, Public Works Director/City Engineer  
**SUBJECT: CONSTRUCTION CONTRACT:** Roadway Crack Sealing  
**TYPE: GENERAL CITY MANAGEMENT**

---

## **PURPOSE:**

The City Council will consider a request to approve a bid with Kilgore Contracting to proceed with the application of asphalt crack seal products to several roads throughout Highland. The Council will take appropriate action.

## **STAFF RECOMMENDATION:**

Staff recommends that the City Council APPROVE a contract with Kilgore Contracting for \$90,600, allocating a 10% contingency of \$9,060 to be administered by staff, for a maximum authorized project construction amount \$99,660 and AUTHORIZE the City Administrator to execute the necessary contract documents for the project.

## **PRIOR COUNCIL DIRECTION:**

City Council approved the FY23 budget including line items within the General fund and Capital Improvement fund road projects. Funding for the 2023 Crack Seal project will be allocated through the following line items:

- GL10-60-31 Rep. Potholes, Crack Seal, etc.: \$100,000
- GL41-40-71 Major Road Maintenance: \$750,000

## **BACKGROUND:**

Staff solicited bids for the 2023 Road Crack Sealing projects. The project is a treatment to help preserve and prevent accelerated deterioration of these roadways. Approximately 179,314 Linear feet of road surface throughout the city will be crack sealed.

Three companies responded to the solicitation:

- M&M Asphalt services: \$104,002
- Kilgore Contracting: \$90,600
- Morgan Pavement: \$99,048

Based on the bid results, staff is recommending that the Council approve the Kilgore Contracting bid.

The project will begin this spring as weather conditions permit.

**FISCAL IMPACT:**

The cost of this project is \$99,660. Funding for this expense is included within the FY23 budget as follows:

- \$50,000 in GL 10-60-31 Rep.Potholes,Crack Seal, etc.; and
- \$49,660 in GL 41-40-71 Major Road Maintenance

**MOTION TO APPROVE:**

I move that City Council APPROVE the contract with Kilgore Contracting in the amount up to \$99,600 for the 2023 Crack Seal Treatment project and AUTHORIZE the City Administrator to execute the contract documents.

**ATTACHMENTS:**

1. Kilgore Contracting bid
2. Maps of areas to be crack sealed (6 pages)



**Kilgore Contracting**  
 P.O. Box 869 Magna, Utah 84044  
 801-250-0132 Office 801-250-0083 Fax

<b>To:</b>	Highland City	<b>Contact:</b>	Ty
<b>Address:</b>	5378 West 10400 North Highland, UT UNITED STATES OF AMERICA	<b>Phone:</b>	(801) 756-5751
<b>Project Name:</b>	Highland City Crack Seal 2023	<b>Bid Number:</b>	1407213
<b>Project Location:</b>	Highland City, UT	<b>Bid Date:</b>	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Crack Sealing Asphalt Roads, Blow Out Cracks And Fill With Hot Rubberized Asphalt. Included All Curb Lines And Manholes.	1.00	LS	\$90,600.00	\$90,600.00

**Total Bid Price: \$90,600.00**

**Notes:**

- All grades are plus or minus 0.10 feet.
- Water required for compaction and dust control will be available on-site at no charge.
- All utility lines are to be 5' outside building. Connections are by others. All existing utilities shall not be in conflict with new construction.
- This bid proposal excludes winter conditions costs and snow / frost removal.
- Kilgore Contracting is not responsible for re-grading / re-compaction of disturbed areas caused by other trades, such as electricians, plumbers, etc.
- This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- This bid is based on the cost of fuel, oil, cement, steel, and PVC on bid day. Any increase in prices will be passed through to the owner.
- This bid must be accepted within 10 days of the Bid Date to be considered valid.
- Contractor License Number is: 7741778-5501
- This ESCALATION CLAUSE will become part of the contract.

The price stated is based on Kilgore Contracting's ability to purchase required materials, in particular the asphalt manufacturer's liquid asphalt. At the date of this proposal, Kilgore Contracting's purchase price for liquid asphalt oil (PG 64-22 or PG 58-28) is \$ 550.00 per ton. Any increase in price, including freight and taxes, which Kilgore Contracting must pay, will be passed on to and paid for by the owner.

- We do not guarantee drainage on grade if less than 1%.
- Bid includes one mobilization. Additional mobilization cost will be negotiated.
- Bid excludes demolition, rock excavation and or blasting, shoring, disposal of un-identified debris, survey, construction staking, bonds, permits, fees, testing, striping, signs, prime coat, seal coat, chip seal, slurry seal, herbicide, sawcutting, traffic control, construction water, light poles, landscaping, blueboard, vapor barrier, and SWPPP/NOI/SWPPP inspections unless otherwise noted on the proposal.
- All existing utilities shall not be in conflict with new construction.
- Due to Current SUPPLY CHAIN DISRUPTIONS, all materials are subject to pricing at the time of shipment. Material availability and timeliness CANNOT BE GUARANTEED. This term supersedes all other contractual obligations.

**Payment Terms:**

All credit extended shall be on the basis of repayment of all sums due net 30 days from invoice date. All amounts not paid shall be subject to a finance charge of 2% per month on the unpaid balance. Payment by credit card may be accepted.

Oral statements or commitments to extend credit or to alter the terms of this Agreement and any other Agreement between the parties, this Agreement controls. Seller conditions prevail in governing all aspects of this agreement.

Seller may retain an attorney or collection agency to collect amounts that are past due hereunder. Purchaser shall pay all collection costs and reasonable attorney fees incurred by Seller, whether or not suit is brought, to collect any money due hereunder, including post-judgement costs and attorney fees. Any or all aspects of this Agreement shall be governed by the laws of the state in which the credit application is delivered. Seller shall designate the venue of any suit.

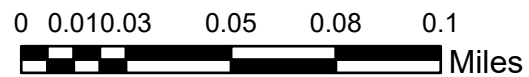
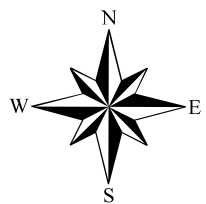


# HIGHLAND CITY

## Crack Seal 2023

Highland Blvd  
From Draper Border  
To SR-92

Crack Seal to include  
edge of pavement along  
lip of curb

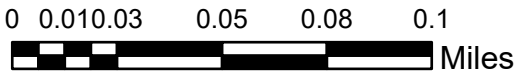
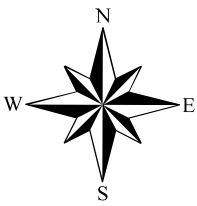




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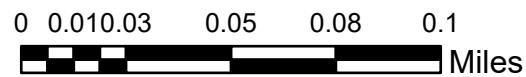
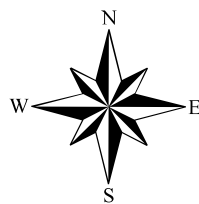


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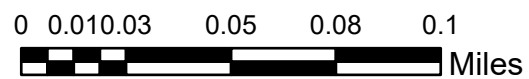
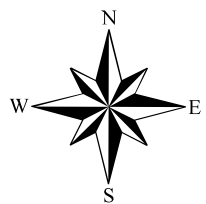
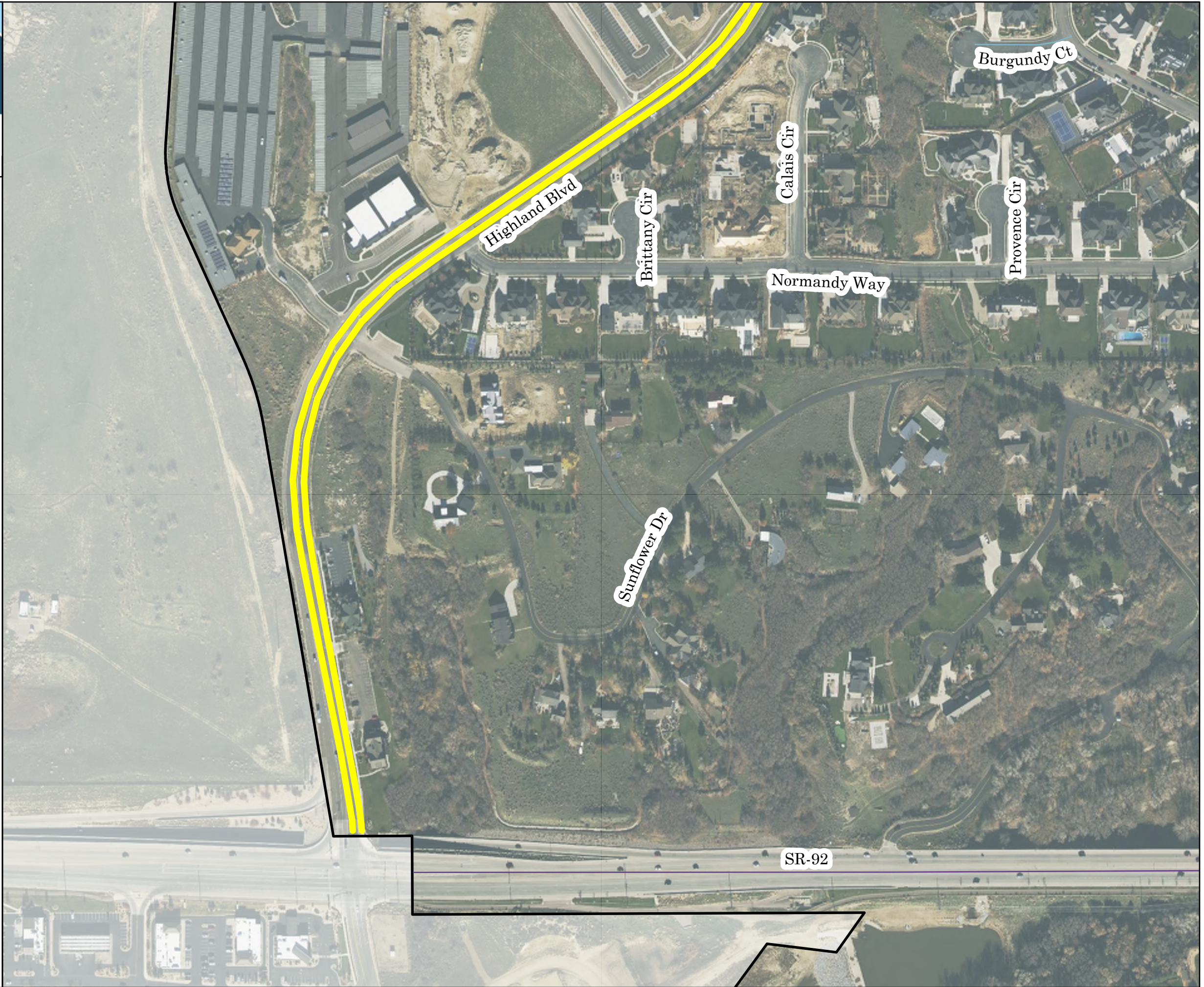


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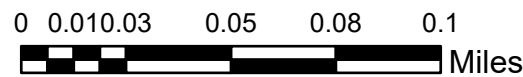
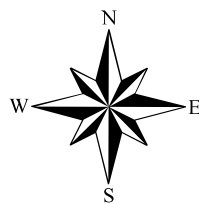
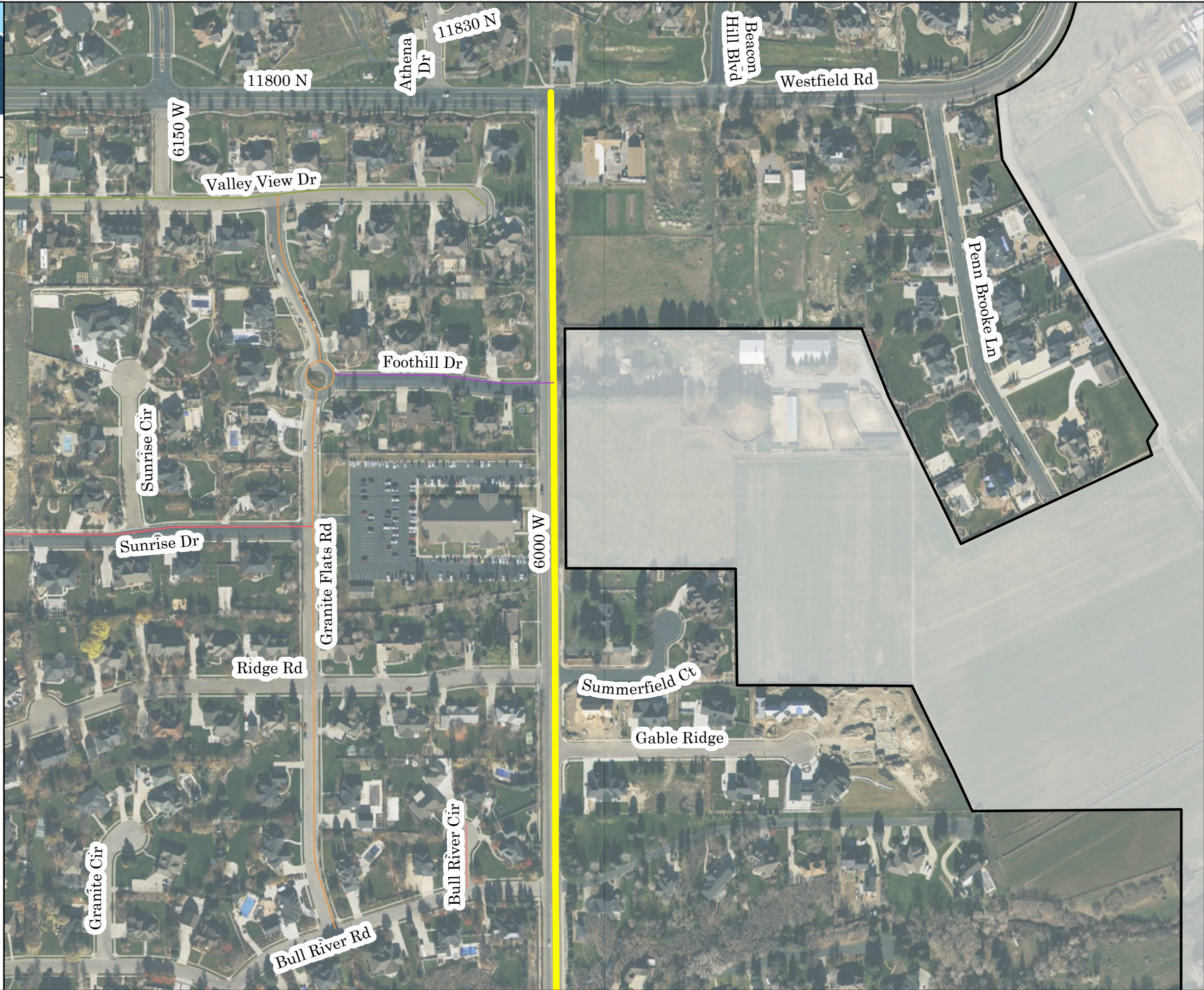


# HIGHLAND CITY

## Crack Seal 2023

6000 W  
from 11800 N  
to 9600 N

Crack Seal to include  
edge of pavement along  
lip of curb



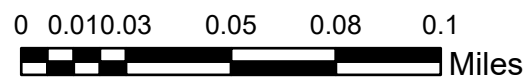
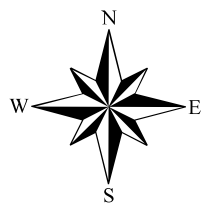


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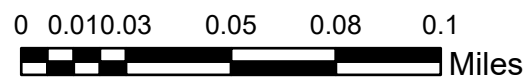
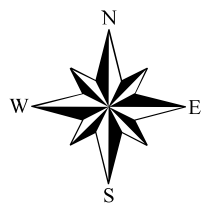


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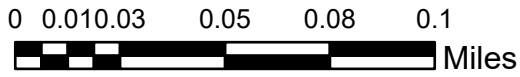
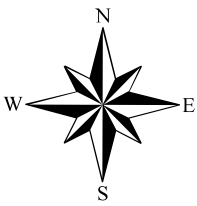
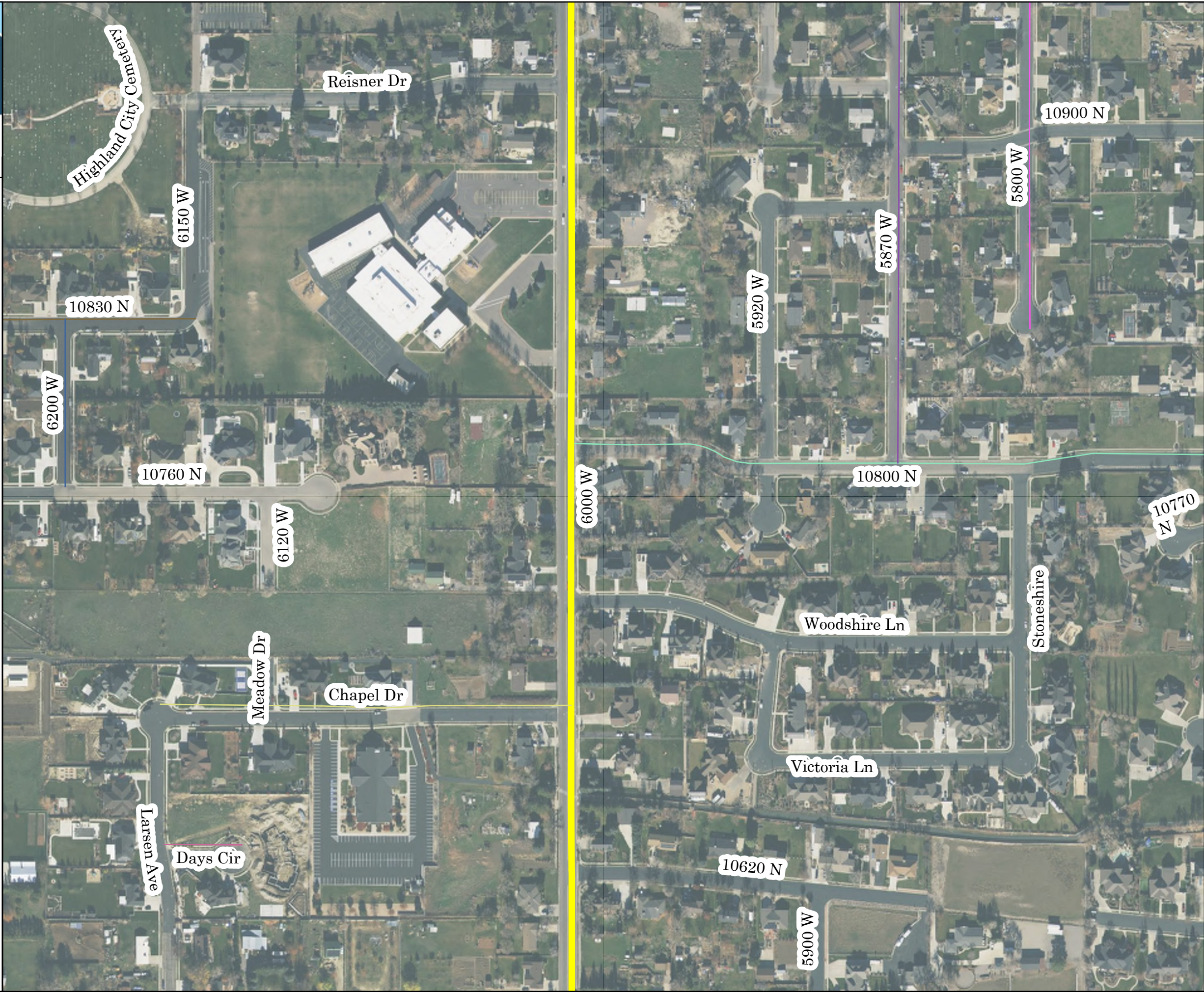




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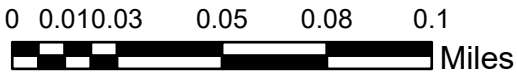
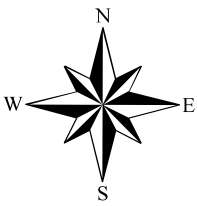
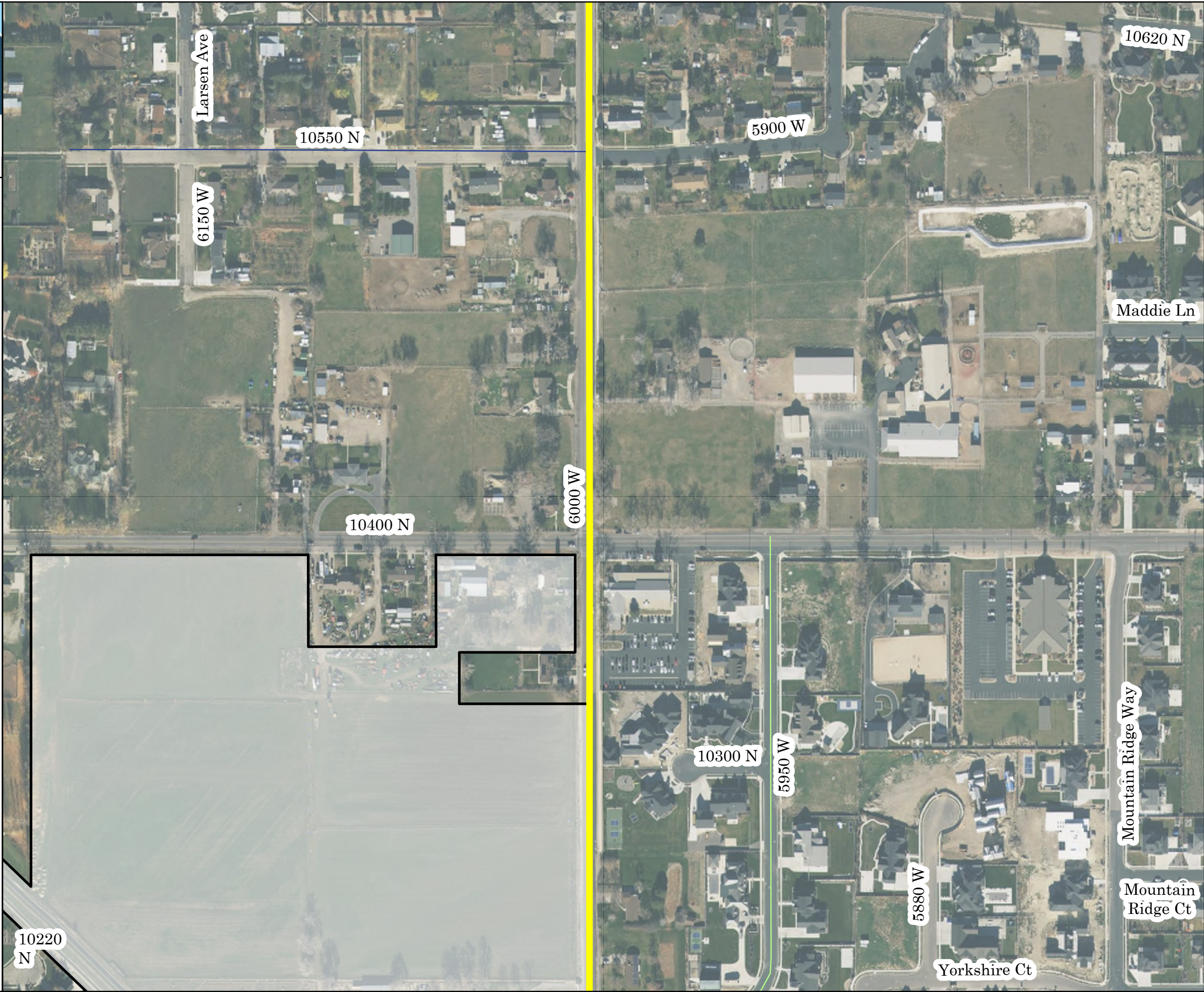




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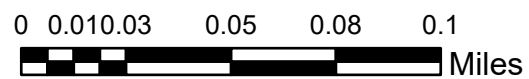
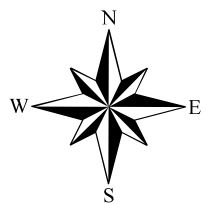


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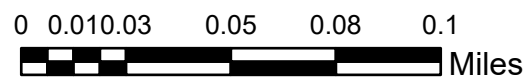
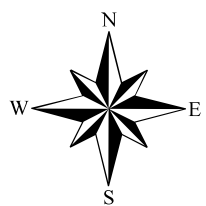
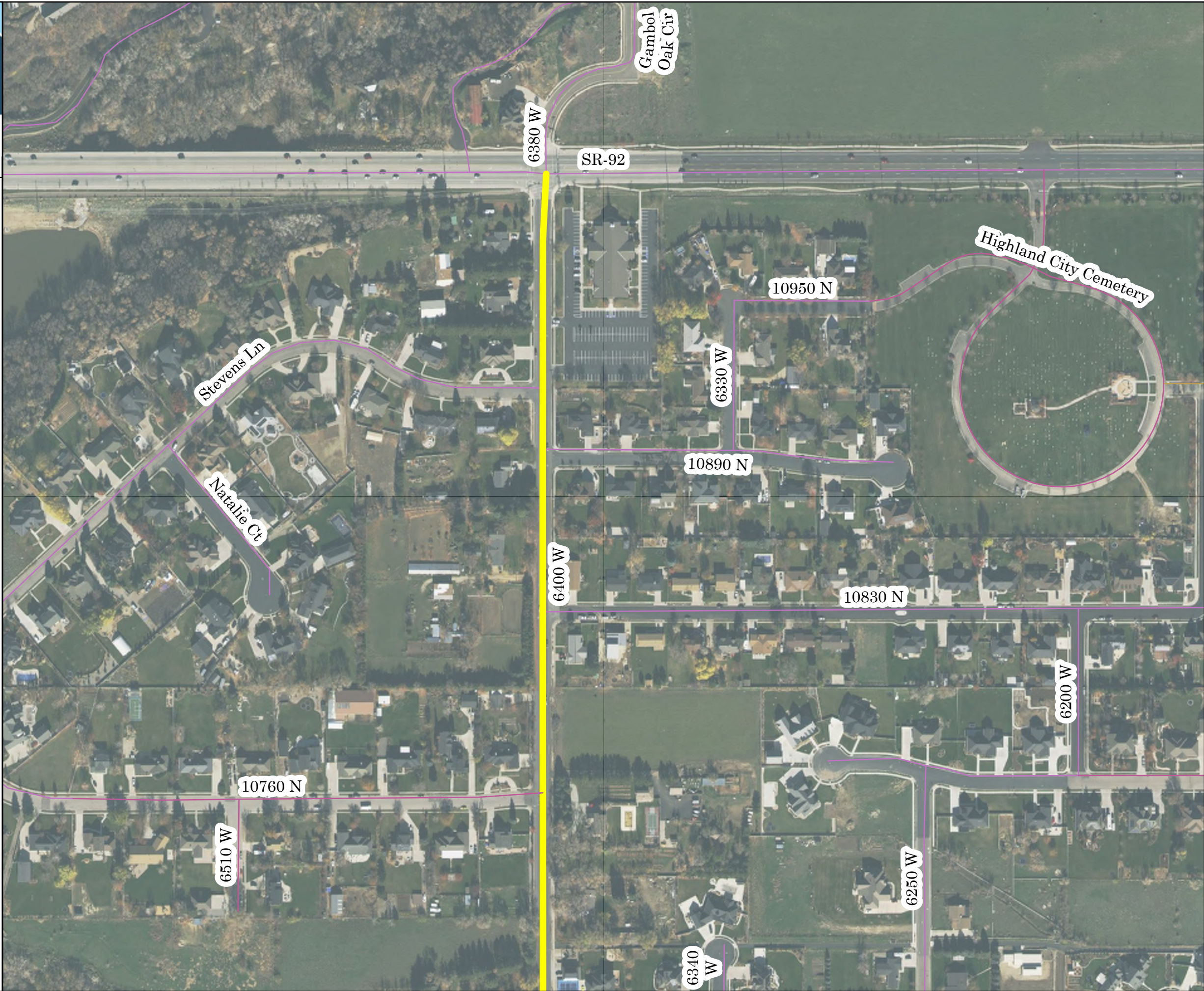


# HIGHLAND CITY

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6400 W  
From SR-92  
To 10400 N

Crack Seal to include  
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lip of curb



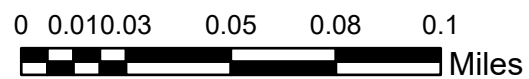
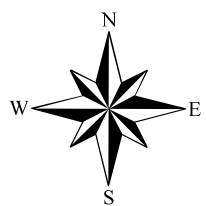
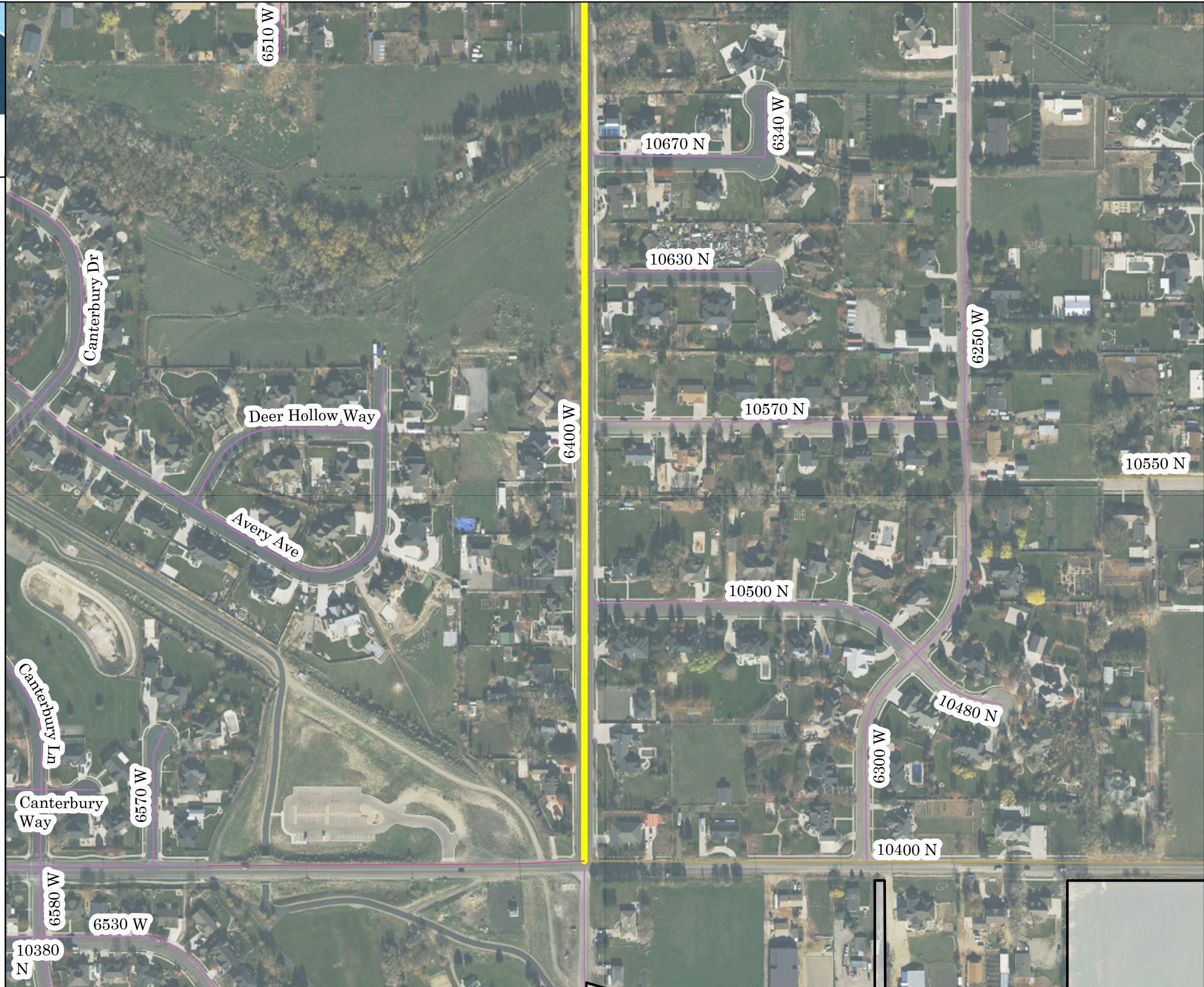


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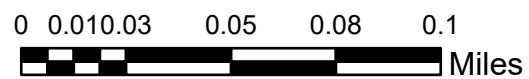
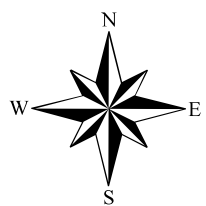
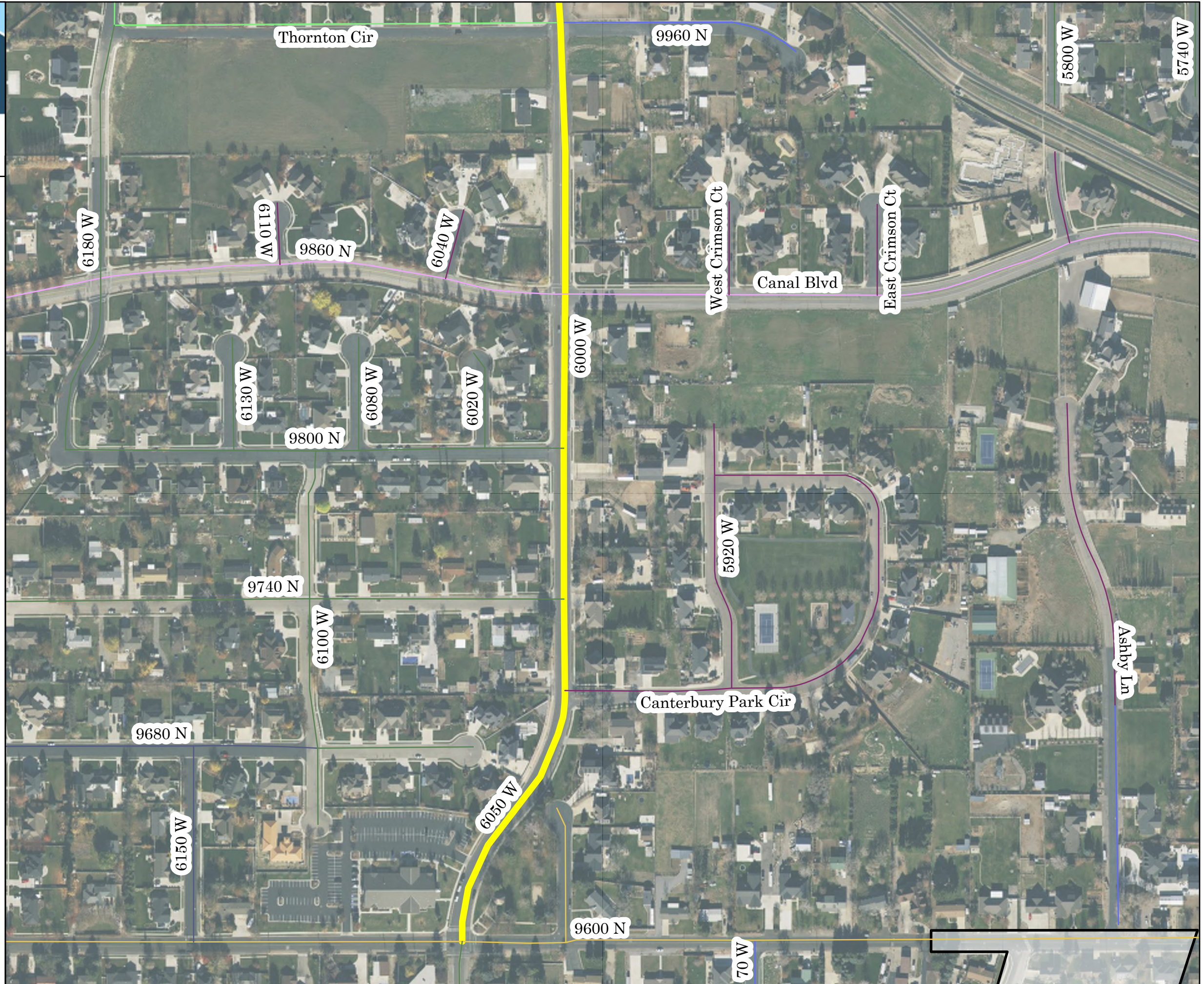


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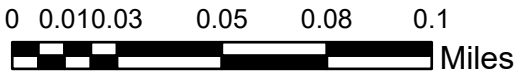
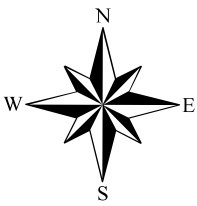




# Crack Seal 2023

9600 N  
From Alpine Hwy  
To East Side of 6530 W

Crack Seal to include  
edge of pavement along  
lip of curb



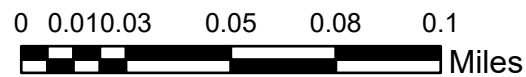
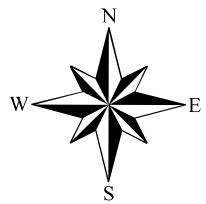
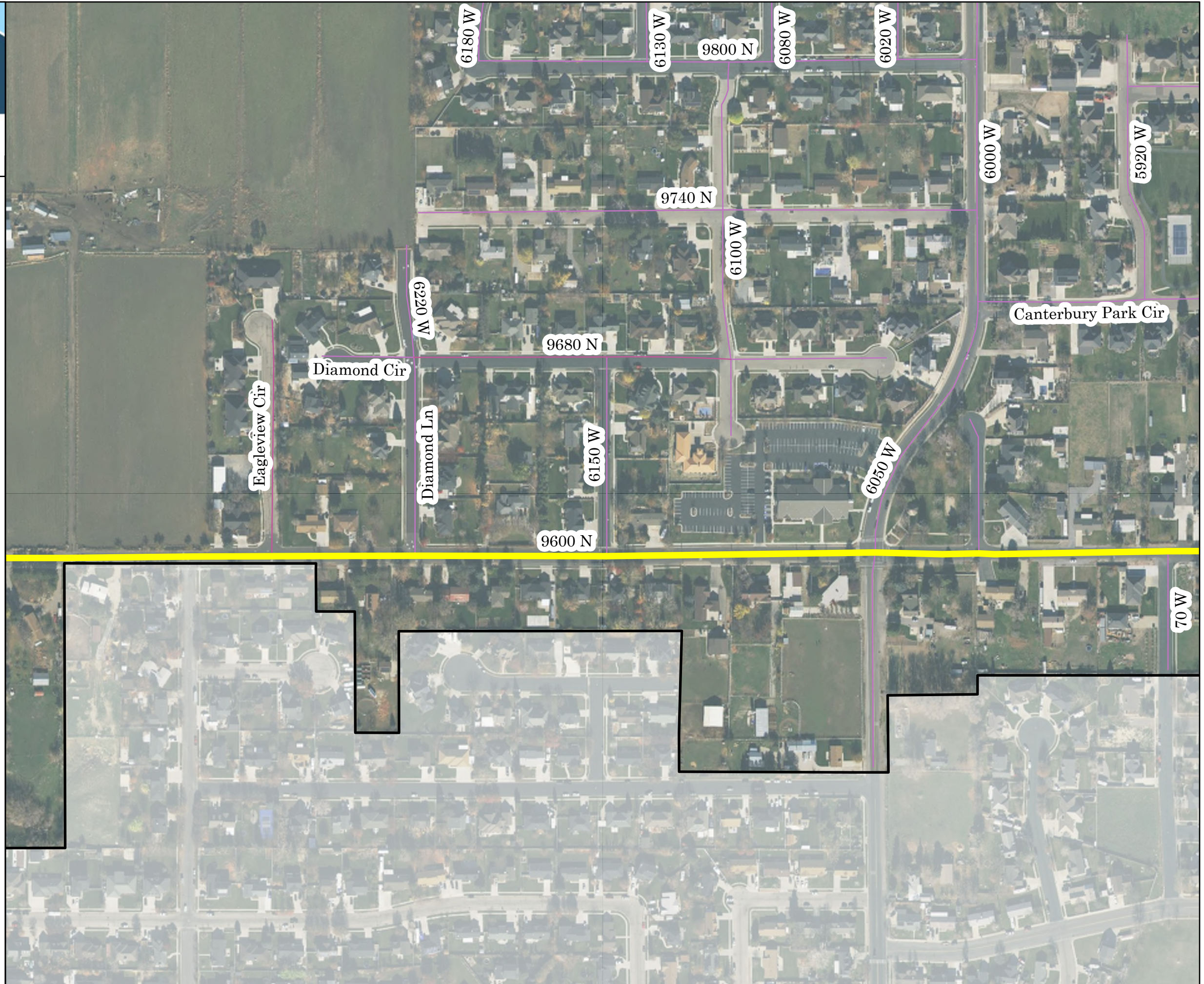


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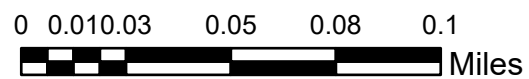
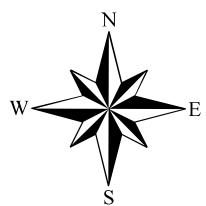
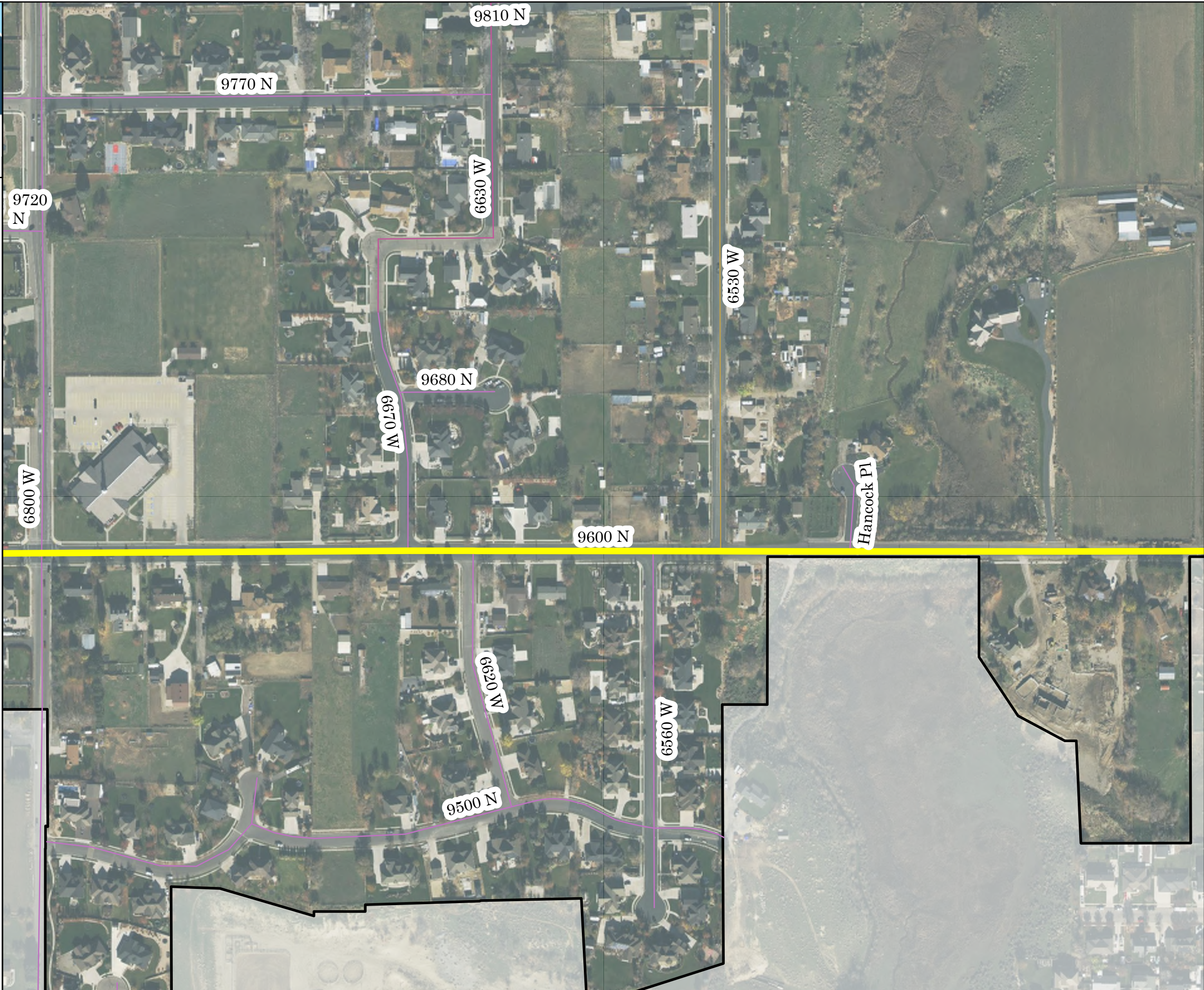


# HIGHLAND CITY

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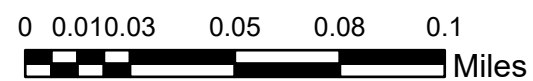
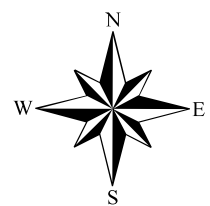
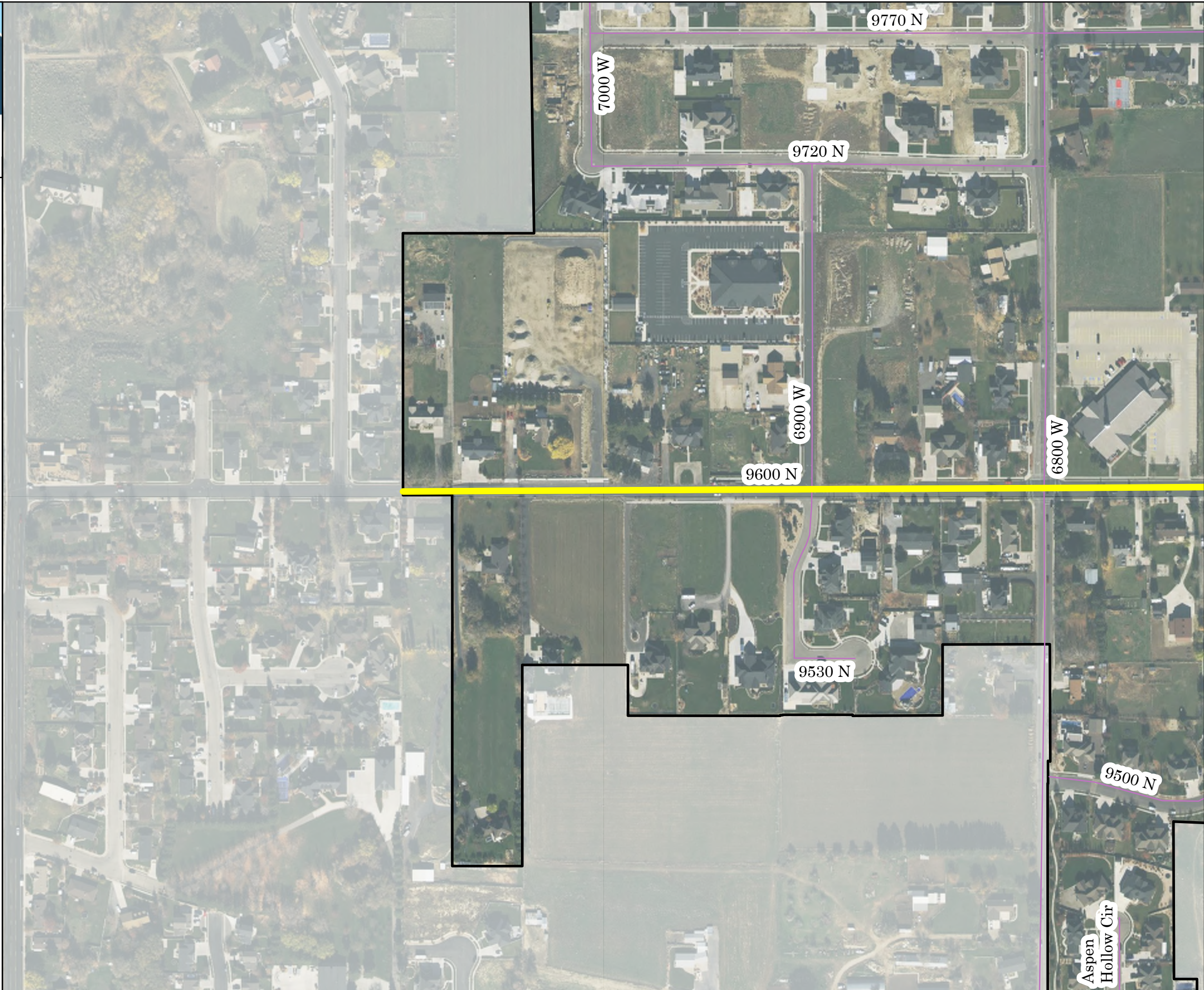




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9600 N  
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Crack Seal to include  
edge of pavement along  
lip of curb



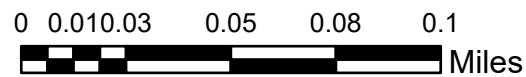
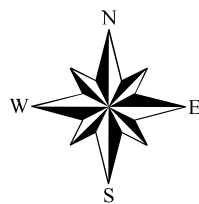
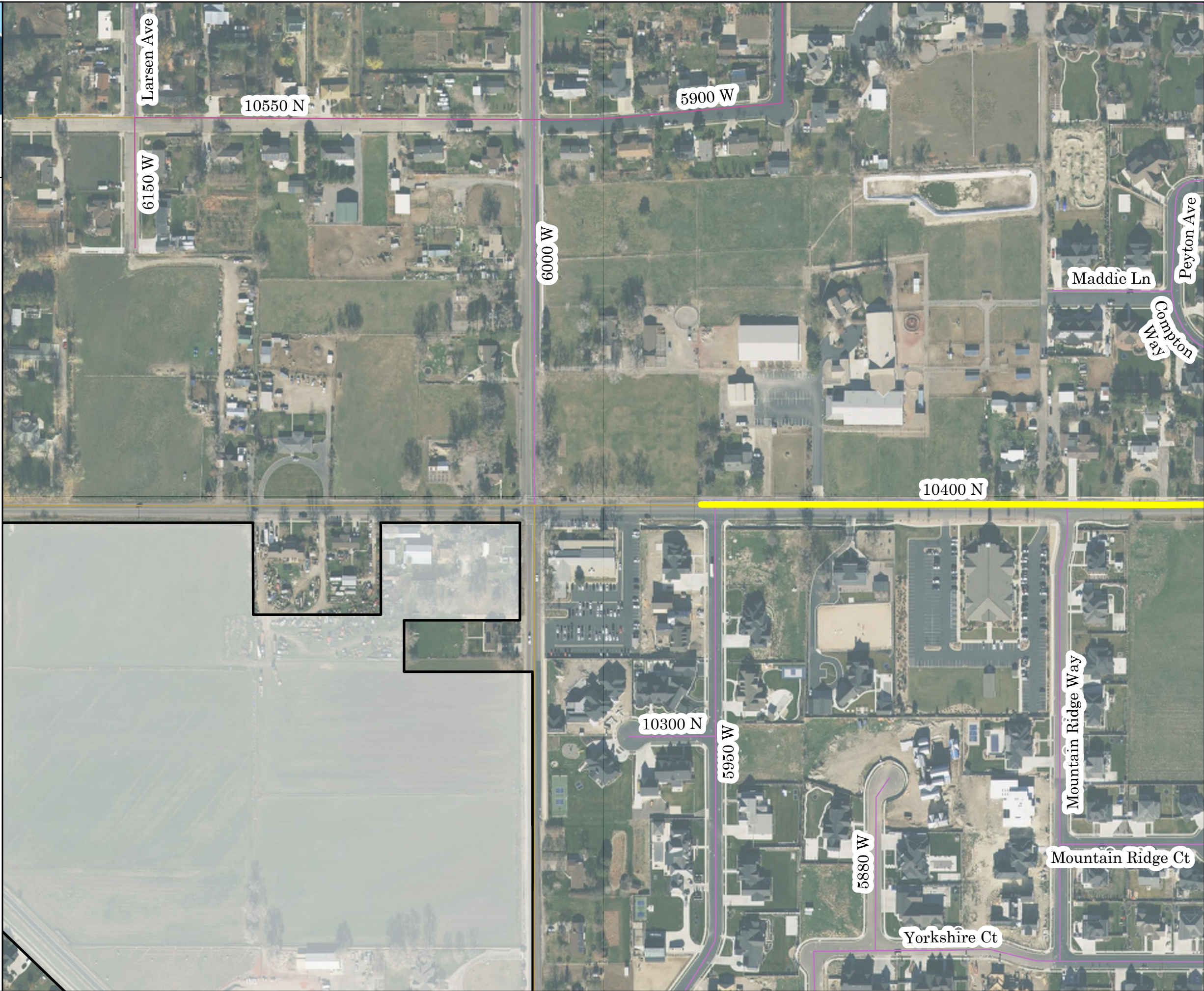


# HIGHLAND CITY

## Crack Seal 2023

10400 N  
From West Side of  
Courage Reins Equine  
Center  
To Alpine Hwy

Crack Seal to include  
edge of pavement along  
lip of curb



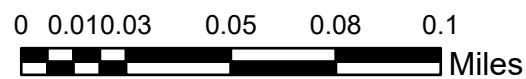
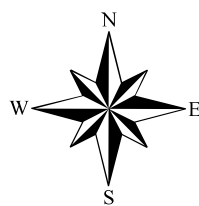
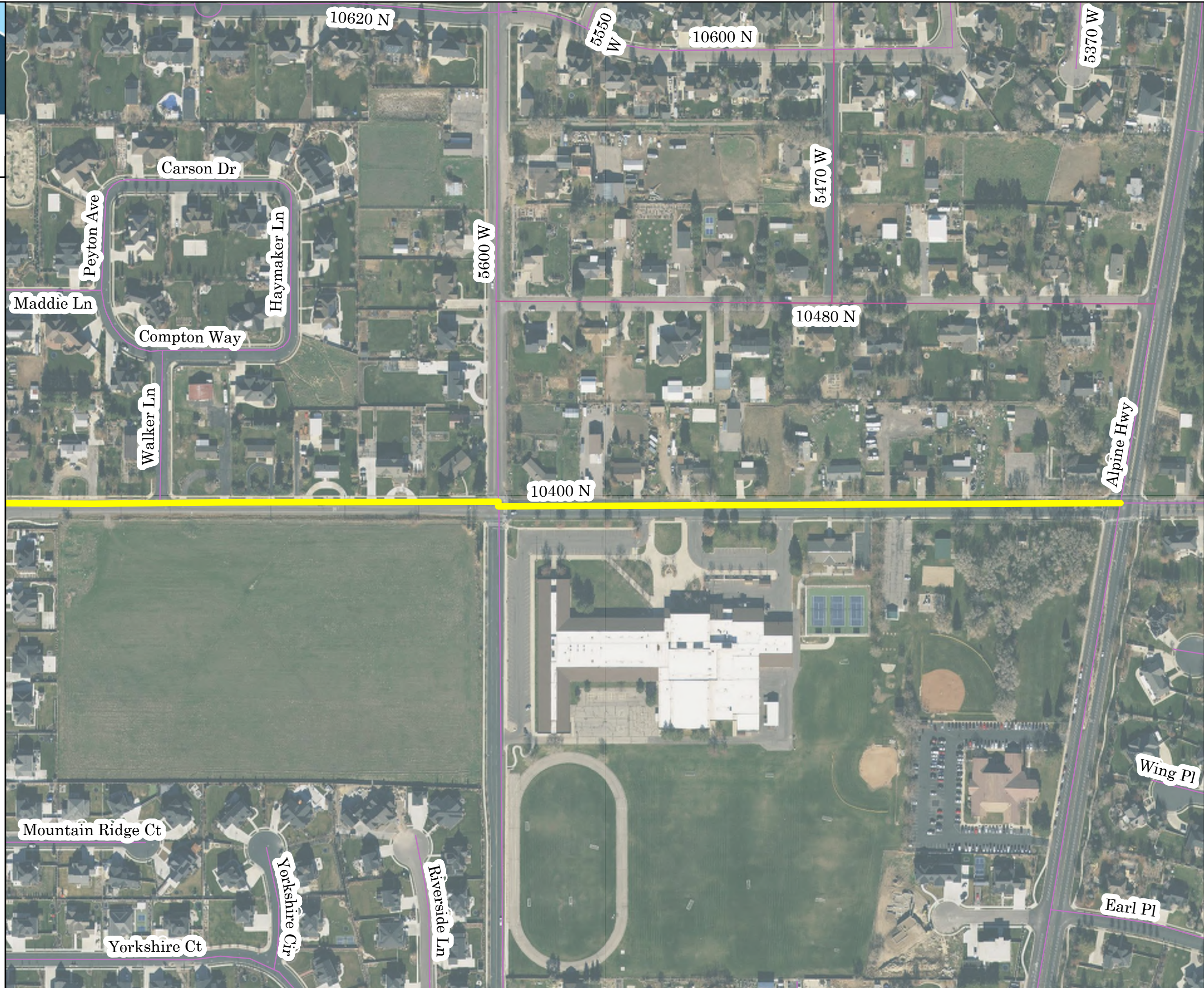


# HIGHLAND CITY

## Crack Seal 2023

10400 N  
From West Side of  
Courage Reins Equine  
Center  
To Alpine Hwy

Crack Seal to include  
edge of pavement along  
lip of curb



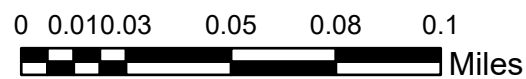
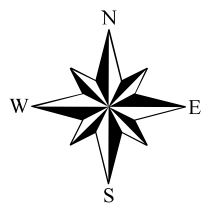


# HIGHLAND CITY

## Crack Seal 2023

11800 N  
From Highland Blvd  
To Alpine Border

Crack Seal to include  
edge of pavement along  
lip of curb

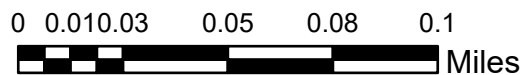
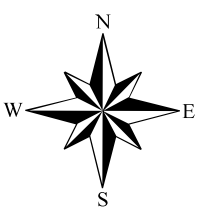
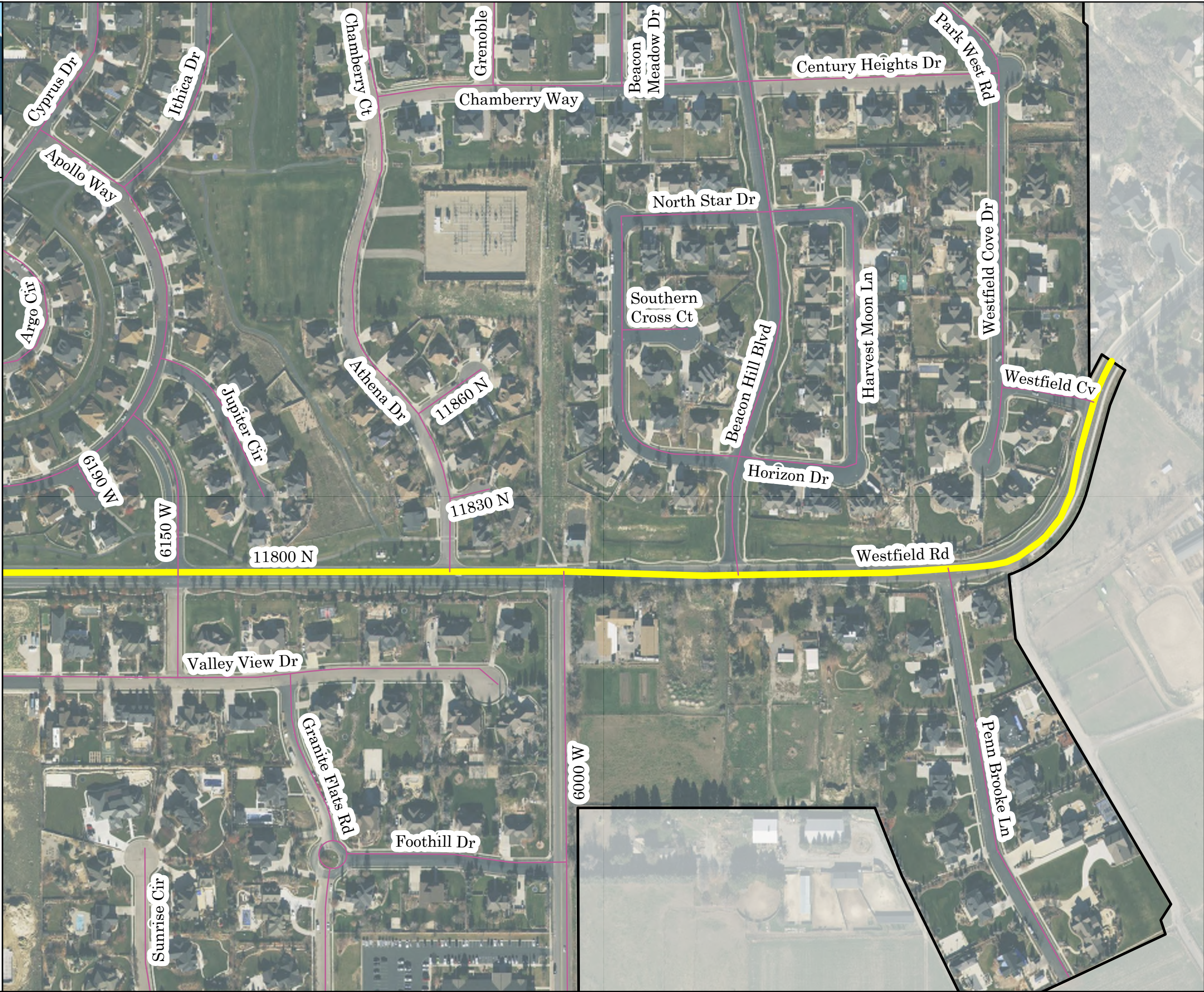




## Crack Seal 2023

11800 N  
From Highland Blvd  
To Alpine Border

Crack Seal to include  
edge of pavement along  
lip of curb





# CITY COUNCIL AGENDA REPORT ITEM #11

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**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Andy Spencer, City Engineer/Public Works Director  
**SUBJECT: CONTRACT:** Contract with Geneva Rock for 6800 W. Roadway Paving  
**TYPE: GENERAL CITY MANAGEMENT**

---

**PURPOSE:**

The City Council will consider award of a contract to Geneva Rock Products, Inc. for roadway paving on 6800 West from 9600 North to 9673 North. The Council will take appropriate action.

**STAFF RECOMMENDATION:**

Staff recommends approval of the contracts with Geneva Rock for 6800 West asphalt replacement.

**PRIOR COUNCIL DIRECTION:**

The Council has funded roadway repairs in the FY2023 budget.

**BACKGROUND:**

With the completion of the new portions of 6800 West, the poor condition of the asphalt immediately north of 9600 North has become abundantly clear. Geneva Rock will be replacing the intersection asphalt as a part of the 6800 West project. It is recommended that the asphalt also be replaced for approximately 625-feet north of the intersection. This will replace the asphalt from where the road narrows southward to the intersection. This section needs to be contracted and paid for separately because it is outside the scope of the MAG funded project. The cost of the overlay project is \$108,644.

**FISCAL IMPACT:**

The total contact cost is \$119,508 which includes a 10% contingency. Funding for this expense is included in GL 41-40-71, Major Roads Maintenance within the FY23 budget.

**MOTION TO APPROVE:**

I move that City Council APPROVE the contract with Geneva Rock Products, Inc. for paving on 6800 West in an amount up to \$119,508 and AUTHORIZE the City Administrator to sign the contract documents.

**ATTACHMENTS:**

1. 6800 West Asphalt Bid



# 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: 2/10/2023

## Proposal / Agreement

Submitted to: Highland City  
(purchaser)

Estimate Number: U22JJ043A

Project Name: 6800 West

Estimated Start: \_\_\_\_\_

Location: \_\_\_\_\_

Project #: \_\_\_\_\_

Contact: \_\_\_\_\_

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	Remove Asphalt and Grade Existing	35,270	SF	\$ 0.65	\$ 22,925.50
20	Pave Asphalt 4" Thick	890	TON	\$ 86.65	\$ 77,118.50
30	Import Roadbase As Needed to Build Crown	10	LD	\$ 510.00	\$ 5,100.00
40	Traffic Control	1	LS	\$ 3,500.00	\$ 3,500.00

Pricing Good for 30 Days

Total \$ 108,644.00

Unit Price (actual quantities to be measured and invoiced)

Lump Sum

**NOTE:** Excludes survey, sawcutting, testing, permits, fees, signage, striping, sterlant, fabric, utility adjustments/risers/collars, soft spot repair, prime coat, traffic control. HMA needs 2% for drainage, not responsible for poor drainage caused by design. Mobilizations will be billed per occurrence. Projects paved earlier than April may be subject to winter mix asphalt prices (not included). Pricing is based on estimated quantity. Significant changes in quantity may be subject to price change. Subgrade elevations to be verified 24 hrs in advance of grading. If not to grade, grading and paving schedule is subject to push. Does not include permitting or traffic control to meet railroad requirements/standards.

**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:

**Asphalt Oil Surcharge Opt Out** If quote is signed within 30 days of bid date, Geneva Rock guarantees this price for the estimated construction season. If not, project is subject to rebid.

**Price:** \$ **108,644.00** Price may be subject to change or rebid 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: 2/10/2023

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.



# CITY COUNCIL AGENDA REPORT

## ITEM #12

**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Erin Wells, City Administrator  
**SUBJECT:** **ACTION:** Authorization of Use of Funds for Mountain Ridge Park  
**TYPE:** **GENERAL CITY MANAGEMENT**

### **PURPOSE:**

The City Council will hold a public meeting to consider approving the use of General Fund Fund Balance for Mountain Ridge Park.

### **STAFF RECOMMENDATION:**

Staff recommends the Council authorize the use of \$800,000 of General Fund Fund Balance for use of Mountain Ridge Park.

### **PRIOR COUNCIL DIRECTION:**

Council has previously authorized use of the following revenue sources for construction of Mountain Ridge Park.

<b>Source</b>	<b>Amount</b>
Remaining from Sale of Spring Creek Park	\$1,402,668
Sale to Patterson Storage	\$358,055
Dry Creek Property Sale	\$400,000
Street Tree Account	\$95,700
Enterprise Fund Eligible Portions	\$87,300
B&C Road Money Eligible Portions	\$144,390
Patterson Donation	\$10,000
ARPA Funds	\$2,269,373
General Fund Fund Balance	\$750,000
American Fork Landscaping Escrow Funds	\$104,558
Parks Tax	\$160,000
Net Reimbursement for 6800 West Project	\$540,000
Highland Foundation Donations	\$140,000
Remainder from Town Center Exaction Fund	\$250,000
FY22 General Fund Net Revenue	\$1,000,000
Water Conservancy Grant Phase 1	\$44,381
<b>Total Authorized Cash</b>	<b>\$7,756,424</b>

This table does not include the \$500,000 playground donation as it has not yet been deposited into City accounts. Staff understands the donor is working with the Foundation to make that happen likely in the next two weeks.

When Council authorized use of the above revenue sources, they also gave preliminary approval to use a portion of General Fund Fund Balance for the park, taking the Fund Balance to 27.5% of total annual General Fund revenues.

**BACKGROUND:**

Now that the FY22 audit is complete and FY23 Mid-Year Budget Adjustments have been approved by the Council, staff is prepared to give Council information regarding estimated Fund Balance for FY23.

The FY22 audit put the General Fund Fund Balance at \$3,487,158. With mid-year budget adjustments that were just approved, the FY23 Fund Balance is estimated to be at \$4,174,182 at the end of the fiscal year (June 30, 2023). The higher Fund Balance comes largely from the change in methodology required by the state auditor regarding development related expenses.

By state law, City entities must have a Fund Balance equal to between 5 and 35% of their revenues for the year. In FY23, revenue is budgeted to be approximately \$14.3 million. 27.5% of that amount would be \$3.9 million. FY23 revenue is inflated with ARPA grant money. With it removed, revenue would be approximately \$12 million and 27.5% of that is \$3.3 million. The City is likely to return to closer to \$12 million in revenue in FY24.

Given the extra ARPA money in FY23, staff feels it would be appropriate for Council to authorize \$800,000 in General Fund Fund Balance for the use of Mountain Ridge Park. \$800,000 is the difference between the estimated fund balance of \$4.1 million compared to the \$3.3 million needed to achieve 27.5% Fund Balance for \$12 million in total revenue.

**FISCAL IMPACT:**

Approving the \$800,000 transfer of General Fund Balance would bring the Fund Balance to approximately \$3.3 million.

This would bring the total in authorized funds for Mountain Ridge Park construction to \$8,556,424 (excluding the playground donation).

**MOTION TO APPROVE:**

I move that the City Council authorize the use of \$800,000 of General Fund Fund Balance towards the construction of Mountain Ridge Park.

**ATTACHMENTS:**

None



# CITY COUNCIL AGENDA REPORT ITEM #13

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**DATE:** March 21, 2023  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Andy Spencer, City Engineer/Public Works Director  
**SUBJECT:** **CONSTRUCTION CONTRACT:** Mountain Ridge Park Entry Monument and Gap 4 Ribbon Landscaping  
**TYPE:** **GENERAL CITY MANAGEMENT**

---

**PURPOSE:**

The Council will consider approving a change order to Stratton & Bratt for the construction of an entry monument and sign for Mountain Ridge Park and a ribbon of landscaping within Gap #4 area. The Council will take appropriate action.

**STAFF RECOMMENDATION:**

Staff recommends the approval and award of a change order with Stratton & Bratt for Change Order #5.

**PRIOR COUNCIL DIRECTION:**

On September 6, 2022, Council approved the use of various funding sources for the development of Mountain Ridge Park. To date, we show that \$7,643,270 has been spent or is contractually obligated for the park. This amount includes funds spent in prior years.

**BACKGROUND:**

Change Order #5 includes the park entry monument and a ribbon of landscape within gap #4.

Early in the planning of Mountain Ridge Park, an entry monument was proposed, and City Council discussed the design and funding of the structure. Stratton & Bratt has provided a cost estimate for this work in the amount of \$81,273. The monument would be constructed as designed by Blu Line Design and feature granite stone monoliths with a flat side to cut in park donor names.

The ribbon of landscaping within gap #4 (south of the playground area) would be constructed after the playground is installed. This landscaping will act as a buffer between the playground and the future soccer field. Stratton & Bratt have provided a cost estimate of \$147,044. for this additional work.

The total cost of Change Order #5 would be \$228,317 (\$251,149 with 10% contingency).

**FISCAL IMPACT:**

The approval of Change Order #5 would bring the contractual cost of the park to \$7,871,587. With a 10% contingency, the contracted park budgeted expenditures will be \$8,658,746. Assuming Council approved the Fund Use Balance from the previous agenda item, the current funding projection is \$8,556,424. This does not include the \$500,000 private donation to the playground, as the check has not yet come, but is anticipated in the next two weeks.

Funding for the change order will be expensed from 40-40-78, Mountain Ridge Park.

**MOTION TO APPROVE:**

I move that the City Council **APPROVE** the change order with Stratton and Bratt Landscapes, LLC, and authorize a contract amount of up to \$251,149 for Mountain Ridge Park, Change Order #5 and **AUTHORIZE** the City Administrator to execute the contract documents.

**MOTION TO DENY:**

I move that the City Council **REJECT** Change Order #5 for Mountain Ridge Park. (The Council should draft appropriate findings).

**ATTACHMENTS:**

1. Stratton & Bratt - COPR#8 - Entry monument sign
2. Stratton & Bratt - COPR#9 – Gap 4 landscape ribbon
3. Entry monument sign rendering
4. Gap 4 landscape ribbon scope map
5. Mountain Ridge Park expense summary



# STRATTON & BRÄTT

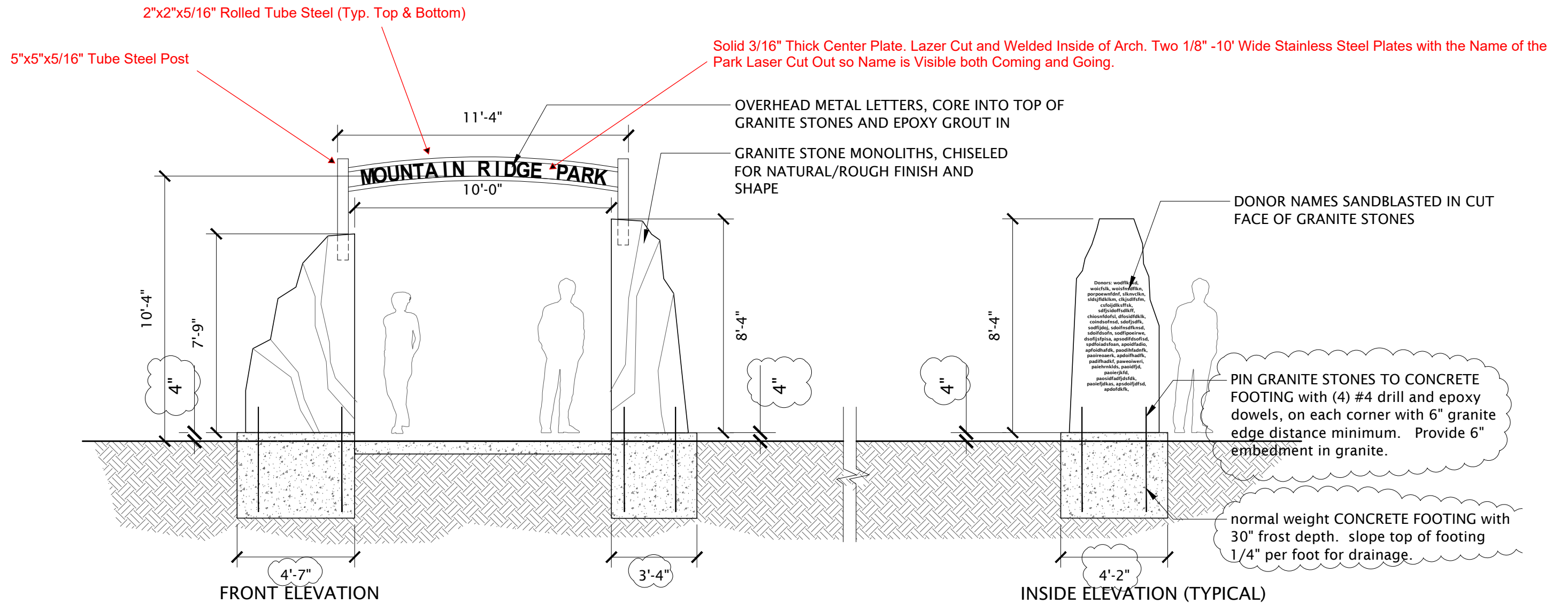
<b>To:</b> Tim Maynes <b>Address:</b> Pleasant Grove	<b>Contact:</b> Tim Maynes <b>Phone:</b> 801-706-4043 <b>Fax:</b>
<b>Project Name:</b> Mountain Ridge Park - (COPR#8 - Entry Monument & Sign) <b>Project Location:</b> Highland, UT <b>Addendum #:</b> Plant Dated 3/7/23 (see attached)	<b>Bid Number:</b> <b>Bid Date:</b> 3/7/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Bonding	1.00	LS	\$1,219.10	\$1,219.10
2	Entry Monument (Shell Enterprises)	1.00	LS	\$61,294.12	\$61,294.12
3	Sign (Smith Steel Works)	1.00	LS	\$14,588.24	\$14,588.24
4	Footings (Stratton & Bratt)	1.00	LS	\$4,117.65	\$4,171.65
<b>Total Bid Price:</b>				<u><u>\$81,273.11</u></u>	

**Notes:**

- Prices valid for 30 days.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.  <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Stratton And Bratt Landscapes</b>  <b>Authorized Signature:</b> _____ <b>Estimator: Perry Bratt</b>
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NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR OVERHEAD METAL LETTERS/ARCHWAY FOR OWNER REVIEW AND APPROVAL PRIOR TO FABRICATION. COLOR: POWDERCOAT OR EXTERIOR GRADE PAINT, AS SELECTED BY OWNER.
2. CONTRACTOR TO PROVIDE STAMPED STRUCTURAL DESIGN FOR METAL ARCHWAY, ~~STONE PINNING, AND STRUCTURAL FOOTINGS~~ FOR OWNER REVIEW AND APPROVAL. **Stone Pinning and Structural Footing design provided by Blū Line Design as noted above.**
3. STONE SIZES AND SHAPES ARE SHOWN BASED ON SPECIFIC STONES SELECTED IN SHELL ENTERPRISES YARD. STONES SHALL BE CHISELED AND SHAPED TO MEET THE DESIGN INTENT SHOWN. COORDINATE WITH PROJECT LANDSCAPE ARCHITECT.

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DETAIL-TITLE

1/4" = 1'-0"

DETAIL-FILE



# STRATTON & BRÄTT

<b>To:</b> Andy Spencer <b>Address:</b> Highland, UT	<b>Contact:</b> Tim Maynes <b>Phone:</b> 801-706-4043 <b>Fax:</b>
<b>Project Name:</b> Mountain Ridge Park - (COPR#9 - GAP 4 Landscape & Irrigation) <b>Project Location:</b> Highland, UT <b>Addendum #:</b> Plans Dated 11/15/22 through 12/13/23	<b>Bid Number:</b> <b>Bid Date:</b> 12/13/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Bonding	1.00	UNIT	\$2,173.07	\$2,173.07
2	GAP 4 (Landscape & Irrigation per Limit Line on drawing labeled IR1.0-GAP4)	1.00	UNIT	\$144,870.00	\$144,871.00
<b>Total Bid Price:</b>				<b>\$147,044.07</b>	

**Notes:**

- Please note the following parameters and exclusions from our proposal.

1. This pricing was provided on December 13, 2022 and has expired. Andy requested that it be resubmitted, but we have not had the opportunity to update the materials component of this pricing. We will verify the materials and if any adjustments are required, we will provide our original materials pricing and the updated pricing as documentation for the difference.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.  <b>Buyer:</b>  <b>Signature:</b> _____  <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Stratton And Bratt Landscapes</b>  <b>Authorized Signature:</b> _____ <b>Estimator: Perry Bratt</b>
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blu line designs  
planning | landscape architecture | design

OWNER  
HIGHLAND CITY  
10400 N 5600 W  
HIGHLAND, UT 84003

CONTACT  
ANDREW S. SHUPE  
PROJECT MANAGER



HIGHLAND CITY  
MOUNTAIN RIDGE PARK  
10400 N 5600 W  
HIGHLAND, UT 84003

REVISIONS

NO.	DATE	DESCRIPTION
1	08/11/22	ISSUED FOR PERMIT

Stamp



Drawn By: JSM  
Checked By: JSM  
Project No.: 22-18-01  
Drawing No.: 190-01

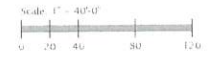
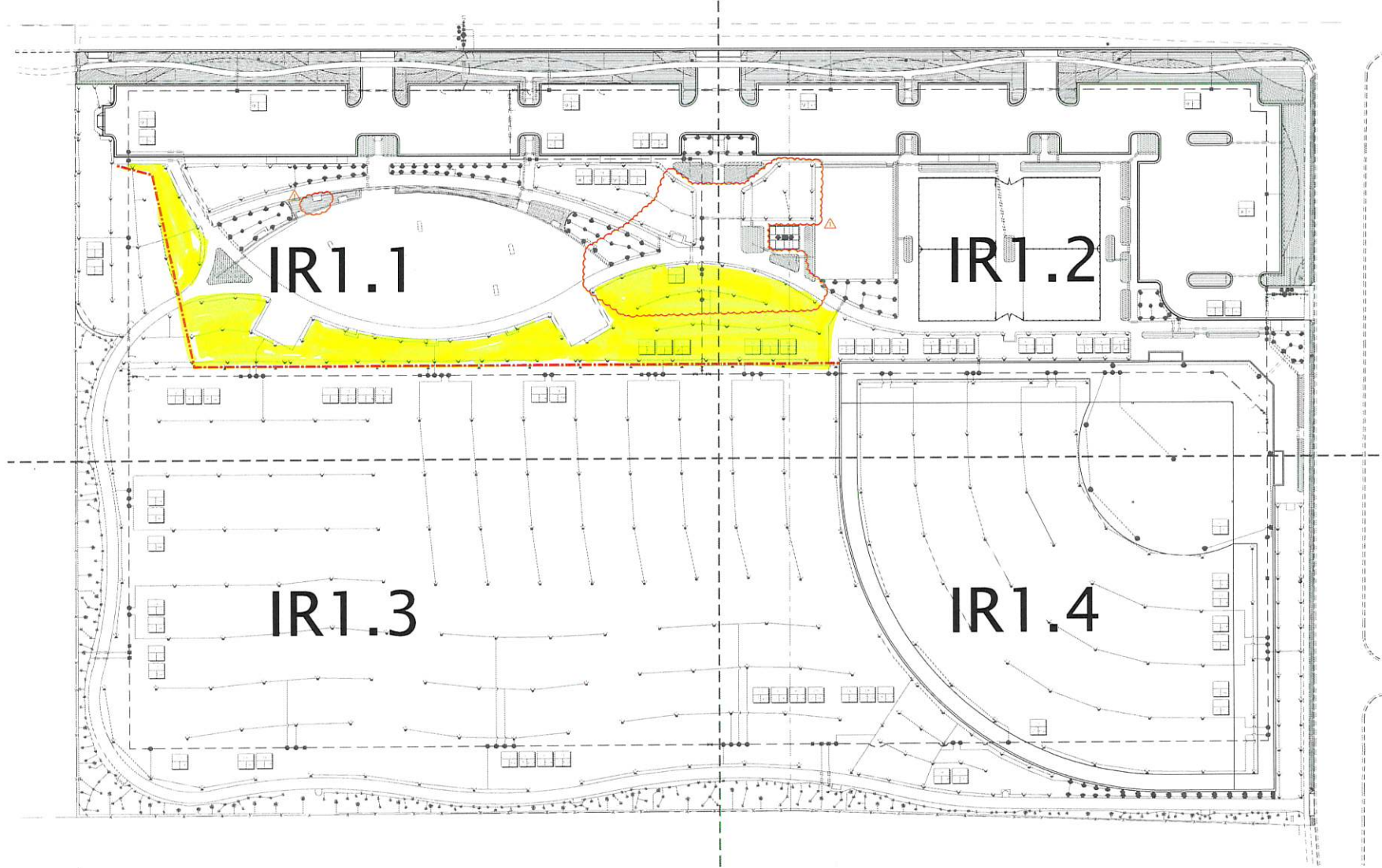
Drawing Title

OVERALL  
IRRIGATION  
PLAN

Drawing Number

IR1.0

CONFORMANCE SET



## Mountain Ridge Park Project Overview

Funding Sources					
Allocation Identification	Funding Account	Contracted Expenses		Expensed to Date	Remaining Balance
Phase 1 - Stratton & Bratt	40-40-78	\$	3,931,218.13	\$ 1,447,090.31	
Also includes KW Robinson work				Contracted Amount Remaining	\$2,484,127.82
BluLine Design	40-40-78	\$	172,623.64	\$ 172,623.64	
				Contracted Amount Remaining	\$0.00
Engineering & Const. Mngmt	40-40-78	\$	251,116.77	\$ 89,746.17	
				Contracted Amount Remaining	\$161,370.60
Playground, Pavilions & Restrooms	40-40-78	\$	2,439,764.00	\$ 402,384.00	
				Contracted Amount Remaining	\$2,037,380.00
Pickleball & BB Courts	40-40-78	\$	832,310.00	\$ 229,220.40	
				Contracted Amount Remaining	\$603,089.60
Open House / Eng Studies	40-40-78	\$	5,087.05	\$ 5,087.05	
				Contracted Amount Remaining	\$0.00
Miscellaneous	40-40-78	\$	11,150.27	\$ 6,290.27	
				Contracted Amount Remaining	\$4,860.00
	40-40-78			\$ -	
				Contracted Amount Remaining	\$0.00
			Expensed to date	\$ 2,352,441.84	
				Contracted remaining	\$5,290,828.02
	Contracted total	\$	7,643,269.86		

## Mountain Ridge Park Stratton & Bratt Site Work

### Funding Sources

Allocation Identification	Funding Account	Base Bid	Change Orders/Directives	Total Contract Price
Phase 1 - Stratton & Bratt	40-40-78	\$ 1,904,932.58	\$ 1,819,309.72	\$3,724,242.30
KW Robinson	40-40-78	\$ 129,190.74		\$129,190.74
Northwest Pipe	40-40-79	\$ -		\$ 53,159.39
Mountainland Supply	40-40-80	\$ 17,937.10		\$17,937.10
Appurtenant Expenditures	40-40-81	\$ 6,688.60		\$6,688.60
Total Contracted Expenditures				\$3,931,218.13

Change Order #1	\$ 4,403.15	<a href="#">ADS in lieu of RCP</a>
Change Order #2	\$ 1,540,813.05	Electrical, Gaps 1 to 3
Change Order #3	\$ 130,143.30	Earthwork for gaps 4 & 5, etc.
Change Order #4	\$ 143,950.22	Shade structure footings etc.
<b>Total Change Orders</b>	<b>\$ 1,819,309.72</b>	

Date	Vendor	Invoice#	Amount	Assigned PO#	Notes
5/31/2022	Stratton& Bratt	Pay Appl #1	\$ 28,241.88		
7/31/2022	Stratton& Bratt	Pay Appl #2	\$ 99,210.54		
3/28/2022	Salt Lake Exc	Manholes	\$ 15,309.10		
7/31/2022	Stratton& Bratt	Pay Appl #3	\$ 193,052.35		
11/17/2022	Stratton& Bratt	Pay Appl #4	\$ 313,877.74		
12/20/2022	Statton&Bratt	Pay Appl #5	\$ 370,219.61		
2/2/2023	Stratton& Bratt	Pay Apple #6	\$ 220,203.26		
	<b>KW Robinson</b>				
9/12/2022	KW Robinson	2022-41	\$ 91,605.79		
9/13/2022	KW Robinson	2022-42	\$ 7,689.17		Sewer Install
9/14/2022	KW Robinson	2022-43	\$ 15,989.12		2 pymts \$10,009.12 & \$5,980.00
8/31/2022	KW Robinson		\$ 8,830.83		Sewer/Water/SD Residual
8/31/2022	KW Robinson		\$ 5,075.83		15" RCP Residual
11/16/2022	Western Water Works	2202478-1	\$ 5,408.60		
	Northwest Pipe Co	OR403998	\$ 10,741.36		
	Northwest Pipe Co	OR404171	\$ 13,716.30		
	Northwest Pipe Co	OR404103	\$ 8,633.72		
	<b>Northwest Pipe Co</b>	<b>OR403511</b>	<b>\$ 2,157.71</b>		
	Northwest Pipe Co	OR403920	\$ 10,741.36		
8/19/2022	Northwest Pipe Co	OR405560	\$ 5,101.06		
	Northwest Pipe Co		\$ 2,018.14		
	Northwest Pipe Co		\$ 49.74		
	Mountainland Supply	S104778358.001	\$ 1,606.68		Water Line
	Mountainland Supply	S104778358.002	\$ 733.38		Blue Poly Pipe
	Mountainland Supply	S104778358.003	\$ 5,084.38		Sewer pipe
	Mountainland Supply	S104778358.004	\$ 182.22		Red solid wire
	Mountainland Supply	S104778358.005	\$ 26.22		Adapter
	Mountainland Supply	S104778358.006	\$ 127.41		Clean out
	Mountainland Supply	S104778358.007	\$ 629.07		Sewer pipe lube
	Mountainland Supply	S104790397.001	\$ 118.89		Red solid wire
	Mountainland Supply	S104870427.001	\$ 514.93		Filter fabric - non woven
	Mountainland Supply	S104884982.001	\$ 120.29		PVC Glue
	Mountainland Supply	S104884529.001	\$ 82.15		Quikrete 80#
	Mountainland Supply	S104877723.001	\$ 1,653.89		Restroom
	Mountainland Supply	S104877803.001	\$ 213.25		Restroom
	Mountainland Supply	S104879220.001	\$ 54.20		Water line valve and cap
	Mountainland Supply	S104880191.001	\$ 69.67		Restroom
9/7/2022	Mountainland Supply	S104883690.001	\$ 150.06		Restroom
10/27/2022	Mountainland Supply		\$ 1,212.14		
11/1/2022	Mountainland Supply		\$ 774.00		
1/23/2023	Mountainland Supply		\$ 4,584.27		
7/9/2022	Eckles Paving	132102RP	\$ 1,280.00		Asphalt Patch for Utilities
		Expended to date	\$ 1,447,090.31		Balance Remaining
					\$2,484,127.82

## Mountain Ridge Park Blu Line Design

Funding Sources			
Allocation Identification	Funding Account	Base Bid	Total Contract Price
BluLine Design	40-40-78		\$172,623.64
Total Contracted Expenditures			\$172,623.64

Date	Vendor	Invoice#	Amount	Notes
12/13/2018	BluLine Design		\$ 9,908.80	
4/23/2019	BluLine Design		\$ 26,579.21	
6/14/2019	BluLine Design		\$ 968.75	
3/19/2020	BluLine Design		\$ 918.38	
11/13/2020	BluLine Design		\$ 1,195.00	
1/20/2021	BluLine Design		\$ 3,726.25	
2/3/2021	BluLine Design		\$ 3,090.00	
4/9/2021	BluLine Design		\$ 768.85	
5/5/2021	BluLine Design		\$ 42,180.00	
9/27/2021	BluLine Design		\$ 21,084.00	
1/20/2022	BluLine Design		\$ 362.50	
10/14/2021	BluLine Design		\$ 4,895.00	
11/11/2021	BluLine Design		\$ 435.00	
2/18/2022	BluLine Design		\$ 580.00	
3/24/2022	BluLine Design		\$ 1,471.84	
4/15/2022	BluLine Design		\$ 5,423.62	
5/13/2022	BluLine Design		\$ 2,524.08	
6/24/2022	BluLine Design		\$ 6,104.07	
7/11/2022	BluLine Design		\$ 3,215.00	
8/25/2022	BluLine Design		\$ 16,324.54	
10/12/2022	BluLine Design		\$ 13,951.25	
10/27/2022	BluLine Design		\$ 2,425.00	
12/15/2022	BluLine Design		\$ 3,658.75	
2/16/2023	BluLine Design		\$ 435.00	
3/6/2023	BluLine Design		\$ 398.75	Construction Management
		Expended to date	\$ 172,623.64	Balance Remaining



## Mountain Ridge Park Playground / Pavilions / Restrooms

### Funding Sources

Allocation Identification	Funding Account	Base Bid	Description	Total Contract Price
Sonntag Recreation	40-40-78	\$ 2,000,000.00	Playground equipment	\$2,000,000.00
CXT Precast Products	40-40-78	\$ 229,608.00	Restrooms	\$236,503.00
Smith Steelworks	40-40-78	\$ 203,261.00	3 Pavilions & 24 Picnic Tables	\$203,261.00
Total Contracted Expenditures				\$2,439,764.00

Date	Vendor	Invoice#	Amount	Description	Notes
5/24/2022	Sonntag Recreation				
11/23/2022	CXT Precast		\$ 224,268.00		Pd 11/23/22
	Ewing		\$ 25.74		Bill was \$121.98 but returned \$96.24
	Ewing		\$ 415.02		
1/25/2023	High Speed Keys		\$ 4,400.00		
2/3/2023	High Speed Keys		\$ 1,700.00		
10/10/2022	Home Depot		\$ 35.36		
10/26/2022	Home Depot		\$ 29.69		
10/27/2022	Kilgore Comp		\$ 289.19		Bathroom bedding sand
10/18/2022	Smith Steelworks		\$ 87,840.00		30 x 28 Pavilion
10/18/2022	Smith Steelworks		\$ 83,381.00		30 x 52 Pavilion
		Expended to date	\$ 402,384.00		Balance Remaining
					\$2,037,380.00

## Mountain Ridge Park Pickleball & BB Courts

Funding Sources				
Allocation Identification	Funding Account	Base Bid/w contingency	Change Orders/Directives	Total Contract Price
LER Renner Sport Surfaces	40-40-78	\$ 422,081.00	\$ -	\$422,081.00
Pickleball Furniture & Lighting	40-40-78	\$ 410,229.00		\$410,229.00
			Total Contracted Expenditures	\$832,310.00

Smith Steelworks	\$	4,000.00	Pickleball shade design
Smith Steelworks	\$	183,462.00	Shade Structures
Musco Lighting	\$	109,766.00	Lighting
Smith Steelworks	\$	113,001.00	Garbage Cans / Benches
	\$	410,229.00	

Date	Vendor	Invoice#	Amount	Assigned PO#	Notes
12/19/2022	Renner Sport Surfaces	Pay Appl #1	\$ 2,453.40		
1/25/2023	Musco Lighting		\$ 109,766.00		
2/1/2023	Smith Steelworks		\$ 22,610.00		Benches/Garbage Cans/Tables
2/1/2023	Smith Steelworks		\$ 90,391.00		Benches/Garbage Cans/Tables
10/12/2022	Smith Steelworks		\$ 4,000.00		Design costs
		Expended to date	\$ 229,220.40	Balance Remaining	\$603,089.60



