



HIGHLAND CITY COUNCIL AGENDA

TUESDAY, SEPTEMBER 17, 2024

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

VIRTUAL PARTICIPATION

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

 Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Doug Cortney

Pledge of Allegiance: Council Member Scott L. Smith

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion. Items on the consent agenda may be pulled for separate consideration.

- a. **Approval of Meeting Minutes General City Management**
Stephannie Cottle, City Recorder
August 20, 2024
- b. **Approval of Meeting Minutes General City Management**
Stephannie Cottle, City Recorder
September 10, 2024

3. ACTION ITEMS

- a. **PUBLIC HEARING/ORDINANCE: Trent Smith Annexation Land Use (Legislative)**
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will hold a public hearing to consider a request from Shalynn Larson, representing Trent Smith, to annex approximately 1.125 acres of property located at 7015 West 9600 North. The purpose of this item is for the Council to make a final decision whether to allow the annexation and to establish the conditions of annexation, if approved.
- b. **ACTION: Plat Amendment: Millhaven - Foxwood Estates Lots 13-16 Land Use (Administrative)**
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider a request from Millhaven Development to amend the Foxwood Estates subdivision to reconfigure four lots into three larger lots.
- c. **ACTION: Alpine Highway Fence - Program Terms and Fence Material General City Management**

Erin Wells, City Administrator, Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider modifying the approved Alpine Highway Fence Reimbursement Program and selecting a fence material.

d. ACTION: Naming of the New Park General City Management

Erin Wells, City Administrator

The City Council will consider and decide on what name to select for the new park located at the corner of 5600 West 10400 North.

e. ACTION: Contract Authorization with DLS Consulting, Inc. General City Management

Erin Wells, City Administrator

The City Council will consider a contract with DLS Consulting, Inc. for consultant services focused on grant and legislative support for a one (1) year term.

4. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. No final action will be taken.

a. Resident Survey General City Management

Jay Baughman, Assistant City Administrator/Community Development Director

The City Council will review and give feedback on the draft questions to be asked in the 2024 Resident Survey.

5. COMMUNICATION ITEMS

Communication items are informational only. No final action will be taken.

a. Central School District Erin Wells, City Administrator

b. 6000 West Sidewalk Agreement Rob Patterson, City Attorney/Planning & Zoning Administrator

c. Finance Report David Mortensen, Finance Director

d. Community Development Update Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator

6. CLOSED MEETING

The City Council may recess to convene in a closed meeting 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).

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 12th day of September, 2024.

Stephannie Cottle, CMC, City Recorder

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



HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, August 20, 2024

[Waiting Formal Approval](#)

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

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Scott L. Smith

Pledge of Allegiance: Council Member Ron Campbell

The meeting was called to order by Mayor Pro Tem Brittney P. Bills as a regular session at 7:00 pm. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting. The prayer was offered by Council Member Scott L. Smith and those in attendance were led in the Pledge of Allegiance by Council Member Ron Campbell.

PRESIDING: Mayor Pro Tem Brittney P. Bills (Mayor Kurt Ostler - via Zoom)

COUNCIL MEMBERS:

Brittney P. Bills	Present
Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Present
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, City Attorney/Planning & Zoning Administrator Rob Patterson, City Recorder Stephannie Cottle, Finance Director David Mortensen, Assistant Public Works Director Jeff Murdoch, Police Chief Brian Gwilliam, Fire Chief Brian Patten, Communications Specialist Brooklyn Wild

OTHERS PRESENT: Jon Hart, Wesley Warren, Nate Woodbury

1. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion.

Items on the consent agenda may be pulled for separate consideration.

a. Approval of Meeting Minutes General City Management

Stephannie Cottle, City Recorder

June 11, 2024 - Site Tour

b. Approval of Meeting Minutes General City Management

Stephannie Cottle, City Recorder

July 16, 2024

c. Amended Reimbursement Agreement for Millhaven Development (Pressure Reducing Valve and Canterbury Trail Connection) General City Management

Jeff Murdoch, Assistant Public Works Director

The City Council will consider approving an amended contract with Millhaven Development LLC to reimburse them for the increased cost of installing a Pressure Reducing Valve (PRV) and the Canterbury trail connection.

Council Member Cortney asked to remove item 2c from the consent agenda; he then cited one requested change in the July 16, 2024 meeting minutes, which he has provided to City Recorder Cottle. It was a typographical error that does not change the content of the minutes.

Council Member Doug Cortney MOVED that the City Council approve consent item 2a, the approval of meeting minutes from July 11, 2024 and 2b, amended meeting minutes from July 16, 2024.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</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 carried 5:0

Regarding agenda item 2c, Council Member Cortney stated he believes there was a change to the amount in the agreement. Assistant Public Works Director Murdoch indicated the agreement was amended to state the actual cost of the improvements and to remove the 10 percent contingency.

Council Member Smith stated that the Council approved \$106,000 for this project, with a 10 percent contingency. He expressed concern regarding the new contract amount exceeding the original approval plus the contingency. Mr. Murdock stated he understands the concern, but the original approval was based on estimates and not solid bid numbers.

City Attorney/Planning & Zoning Administrator Patterson stated that Administration analyzed whether it would be possible to approve the new contract amount without Council input but felt that would defeat the purpose of requiring Council approval of these types of contracts/budget matters.

Council Member Cortney stated that one other clarification is that the agreement included in the packet for this meeting does not make any reference to being an addendum or superseding a previous agreement, but it is the case that the original agreement was never executed by Millhaven Development. Mr. Murdoch stated that is correct.

Council Member Scott L. Smith MOVED that the Highland City Council approve consent agenda 2c, Amended Reimbursement Agreement for Millhaven Development (Pressure Reducing Valve and Canterbury Trail Connection) in the amount of \$120,273.42.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</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 carried 5:0

2. UNSCHEDULED PUBLIC APPEARANCES

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

Nate Woodbury stated he wanted to provide an update on the fencing quotes for Alpine Highway. He stated the initial quote for precast fencing for the length of six houses was \$105,000, and the bid for the other fencing material option was \$90,000. He stated that he wishes to spend the additional money on the precast fence since it is not a significant price difference. He shared his thoughts on the precast fencing material; it has the longest life span since it is the most durable. In talking with former Mayor Adamson, he learned that the reason the City chose the fencing style it did was that the area was the ‘gateway’ to Highland City. He thinks it can become that again but requiring clustering has actually hindered some from proceeding with the fence replacement. If the goal is to achieve a theme wall, that will be difficult if clustering is required. He stated that he knows there are eight households that are ready to move forward, but two houses that are not and that is holding the area up because it does not comply with the clustering requirement. He asked that the Council consider approving the same parameters as were discussed a month ago, but for precast concrete fencing through Olympus Fencing, and removing the requirement for clustering. He stated another concern is the potential for ‘hodge-podge’ fencing along the corridor; he feels that requiring a certain fencing material and offering a \$50 per linear foot incentive will be the best option for ensuring a theme wall. Removing the clustering requirement will leave gaps in the precast fencing, but he believes those will be filled in during the coming years as people are able to move forward with the expense.

3. ACTION ITEMS

a. ACTION: Alpine Highway Fence - Program Terms and Fence Material and Contractor *General City Management*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider modifying the approved Alpine Highway Fence Reimbursement Program related to program terms and approved fence material and contractor.

City Attorney/Planning & Zoning Administrator Patterson summarized the fence reimbursement program based upon action taken by the Council during their July 2, 2024 meeting:

- \$240,000 over 3 years (FY25, FY26, FY 27)
- \$80,000 available per year
- \$50 per linear foot as reimbursement
- Rhino Rock/foam-core concrete fence
- 5-home clustering required
- Resident required to repair damage to City/UDOT property

He presented the design and color palette the Council supported and summarized the quote provided by Olympus fencing on August 16, 2024:

- Base \$131.40 per linear foot

- May increase based on scale and property
- Does not include demolition of existing fence
 - Estimated at ~25 per linear foot
- Does not include restoration of sidewalk/landscape
 - Estimated at ~30 per linear foot
- Total estimated cost: ~\$186 per linear foot

The Council has considered other fencing options but rejected vinyl and foam core concrete. Replacing, repairing, or upgrading the wood would reduce the cost of demolition and restoration. A CMU/cinderblock material may be more expensive than pre-cast concrete and there are more contractor options; this option may have a lesser impact to landscaping/sidewalks along the corridor.

Council Member Smith stated there is a similar fence in Timp Cove. It has pillars very similar to the pillars used along Alpine Highway and he would like to consider the CMU/cinderblock wall between the existing pillars because of the reduced impact on landscaping/sidewalks. Mr. Patterson stated that staff can further explore that option, including soliciting bids from contractors, in order to give the Council additional options to consider. Council Member Campbell stated he would like to have more information about the CMU material but would like to consider changes to the clustering requirement.

Mr. Patterson stated that relative to clustering, the Council originally approved a five-lot clustering requirement to encourage greater uniformity in appearance with a fence change. Residents have indicated the five-lot clustering is hindering the project. Reducing clustering to three or less would increase the costs of the fencing due to the loss of economy of scale, according to Olympus Fencing.

Council Member Campbell stated he does not want to impose a clustering requirement and he feels that the matter will be resolved by neighbors who want to reduce their fencing costs by participating with their neighbors on the fence replacement. Council Member Smith agreed.

Council Member Rodela stated that the purpose of this project is to beautify the City; she feels that clustering is appropriate because she wants to avoid a patchwork outcome relative to the fencing, which defeats the purpose of the project. Council Member Smith stated that the clustering requirement does not change the cost to the City. Council Member Rodela agreed and stated that is not her concern; she is more concerned about beautification along Alpine Highway. Council Member Smith stated that the existing fence is ugly, and he would rather see some sections replaced to beautify as much of the area as possible, but this will be hindered if the clustering requirement remains in effect. Council Member Bills stated she agrees with Council Member Rodela, and she would support a clustering requirement of three homes. Council Member Cortney stated he also agrees with Council Member Rodela based upon the purpose of the project being the beautification of the City. However, Mr. Woodbury's argument is convincing to him in that there are several households near one another that want to proceed with the fence, but there are one or two between them that cannot proceed at this point. If clustering is required, that section of fencing will be delayed one or two years, and the program may be expired at that time. Removing the clustering requirement will allow replacement of certain sections of the fence to proceed sooner. This led to philosophical discussion and debate among the Mayor and Council regarding whether to uphold the clustering requirement and the appropriate use of tax dollars for this project.

Council Member Bills wondered why this item was placed on the agenda again after the Council had already voted on the program. Council Member Campbell stated he believes the Council can correct a mistake that was previously made, and he believes that requiring a five-home cluster was a mistake. Mr. Patterson stated that there were some unresolved issues relative to the fence replacement program and staff felt it appropriate to provide additional information regarding optional fencing materials and costs; additionally, there will be a policy discussion later in tonight's meeting regarding when it is appropriate to bring an agenda item back to the Council

after a vote has been taken. Council Member Smith stated that the Council did not have good information regarding the costs of demolition and repairs to landscaping; he feels it is important for the Council to have the opportunity to discuss new information and to consider whether the clustering requirement is appropriate.

The Council continued to discuss whether CMU/cinderblock fencing would be appropriate as a theme wall along Alpine Highway; Council Members Cortney, Rodela, and Smith indicated they want information regarding the cost of using CMU rather than precast concrete, including the potential impact to landscaping and sidewalks associated with using CMU. Council Member Rodela stated she also supports reducing the cluster requirement from five homes to three.

Council Member Kim Rodela MOVED that City Council ADOPT and APPROVE the ordinance repealing and replacing the previous reimbursement program, and establishing a new Alpine Highway Fence reimbursement program, changing the clustering from 5 consecutive homes to 3, and request staff to explore different fence materials.

Council Member Brittney P. Bills SECONDED the motion.

Council Member Doug Cortney AMENDED the motion to change the clustering from 3 consecutive homes to 1.

Council Member Scott L. Smith SECONDED the amended motion.

Vote on amendment:

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>No</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>No</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 3:2

Vote on motion as amended:

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>No</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</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 carried 4:1

The Council requested that Nate Woodbury send a video of his findings regarding materials and costs to the City Council.

b. ACTION: 6400 West Culinary Pipe Connection *General City Management*
Jeff Murdoch, Assistant Public Works Director

The City Council will consider approving a contract with Skip Dunn & Sons Excavation connecting a 10' Culinary water main in 6400 West that is necessary for proper looping and system connectivity.

Assistant Public Works Director Murdoch provided an aerial image to orient the Council to the location of the project, after which he provided background information and discussed the need for the project. The City's water model plans for the proposed connection as it provides increased connectivity and looping which is necessary for the City's water system to function properly. While the system has thus far functioned adequately without this connection, the installation of the upcoming pressure regulating valve (PRV) makes this connection vital. The cost of this project is \$62,777.04 with a 10 percent contingency. Funding for this expense is included in account number 55-40-41, system repairs in the culinary water fund.

Council Member Cortney asked if there is a short answer as to why the PRV project makes this connection vital. Mr. Murdoch stated that the proximity of PRVs to the location of this project makes the connection vital in order to adequately supply water to the southern portion of the City.

Council Member Smith asked if staff are sure that the existing pipe is compatible, and that connection will be possible as planned. Mr. Murdoch answered yes; potholing has been performed to determine the current conditions of the line and to determine where the connection must be made.

There was a brief discussion regarding the bids that were obtained for the project and whether there is potential for the project cost to increase in the coming months. Mr. Murdoch stated he does not foresee any increase in the project cost.

Council Member Kim Rodela MOVED that City Council APPROVE a contract with Skip Dunn & Sons Excavating to add a 10" Culinary water main connection in 6400 W. and AUTHORIZE the City Administrator to sign the necessary contract in an amount of \$62,777.04 with a 10% contingency.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</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 carried 5:0

4. EXPEDITED ITEMS

Items in this section are to be acted upon by City Council. These items have been brought before Council previously. The report and presentation may be abbreviated.

a. ORDINANCE: Fencing Setbacks for Double-Fronted Lots Land Use (Legislative)

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider amending the City's fencing regulations related to double-fronted lots.

City Attorney/Planning & Zoning Administrator Patterson explained on August 6 the Council directed staff to prepare an ordinance amendment to allow a limited exception to privacy fencing setbacks for double-fronted lots. The proposed exception allows a 14-foot from curb setback to be reduced if less than half of the rear property line is immediately adjacent to a street. The proposed amendment also directs staff to create, update, and

incorporate fencing diagrams, of which he provided an example.

Council Member Smith stated it seems there are many fencing exceptions in the Code, and he asked if that is difficult for the staff to enforce. Mr. Patterson stated that the exceptions that are being considered actually provide property owners with greater flexibility, but it does mean that staff needs to be aware of all exceptions and rules allowed. He stated that he believes that the exceptions will only apply to a small number of lots in the City. Council Member Smith stated that he is uncomfortable with allowing a fence to be located right up against a sidewalk. Mr. Patterson stated there will be areas where a fence may only be set back a few inches and he understands the safety concerns associated with this condition. Council Member Cortney stated he understands and agrees with the concern, but the condition should only exist on a very small number of lots that are double fronting.

Council Member Kim Rodela MOVED that City Council ADOPT and APPROVE the ordinance amending section 3-612 of the Development Code related to double-fronted lots.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</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 carried 4:1

5. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. No final action will be taken.

a. Verizon Cell Tower Lease General City Management

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will discuss the potential to lease property within Mitchell Hollow Park to Verizon for a new cell tower.

City Attorney/Planning & Zoning Administrator Patterson explained Verizon has contacted City staff regarding potential sites for a new cell tower located generally between 6400 West and 6800 West along 10400 North. As part of those discussions, staff discussed the option of locating a tower on City property within Mitchell Hollow park near the City's well. Staff reviewed the site internally and determined that there were two locations near the well site that would be acceptable, as they would not interfere with the well or operations, are on non-landscaped ground, and would not directly impact any park facilities or the trail. Verizon has reviewed the proposed locations and determined that they may be suitable for their purposes. Attached to this report is a site map showing the two proposed locations. He presented images of the site to orient the Council to the potential location(s) of the towers. Staff is seeking feedback from the Council to determine whether to pursue a lease with Verizon and/or any stipulations to include in a lease agreement. The Mayor and Council engaged in discussion of the matter, with a focus on the public sentiment regarding cell phone tower projects, ultimately concluding to direct staff to continue exploring a lease option with Verizon and bring a proposal back to the Council.

b. Personnel Policies Update - Administrative Comp Leave & City Property When An Employee Leaves Employment General City Management

Erin Wells, City Administrator

The City Council will consider recommended edits and clarifications to the City Personnel Policies related to Administrative comp leave and how the City is allowed to charge for City property an employee retains when they leave employment.

Human Resource Generalist Andra explained administrative comp leave time is paid leave commonly provided by government employers to exempt, salaried employees who frequently work more than 40 hours per week, but due to their exempt status, are not eligible for overtime. For at least the past 11 years, Highland has been providing administrative comp leave to its exempt employees. These employees currently include the City Administrator, Assistant City Administrator, City Attorney, Finance Director, City Engineer, Assistant Public Works Director, and Library Director. While this leave is mentioned twice in the personnel policies, it is currently not fully defined and there has recently been some confusion about how it is intended to function. To provide clarity on the City's intention for the leave, staff has drafted a policy addition that fully defines administrative comp leave time. In summary, admin comp leave is 80 hours of paid leave per employee's anniversary year and is "use it or lose it" each year. The leave can be used for any purpose, and it is not eligible to be paid out to an employee if they separate employment with the City. Staff is also requesting a separate personnel policy amendment having to do with how the City can charge employees for items that are owned by the City and are not returned upon departure of the employee. The City's current policy states that the City cannot withhold pay if an employee retains City-owned equipment (such as tools or a computer) unless the employee has agreed to withholding payment in writing. To this point, the City has not required any kind of agreement, which subsequently puts the City at financial risk. As such, staff is recommending that the section requiring written approval to withhold pay be repealed. The City would still follow any state and federal law requirements related to withholding wages. To staff's knowledge, the City has not had any incidents with City staff where this has been an issue. It is simply an area of policy that was identified as something that should be corrected to prevent potential issues in the future.

Ms. Andra and City Administrator Wells engaged in discussion with the Council regarding different types of leave offered to employees as well as the number of paid holidays an employee receives. Council Member Smith stated that he does not recall the Council discussing or acting on the current leave policy that is being discussed tonight; this is a significant benefit, and he was not aware the City was offering it. Ms. Wells indicated a willingness to research the matter to determine if and when the Council took action to approve the current policy; she added that exempt employees earn some types of leave at a higher rate because they are not eligible to earn overtime pay, though they regularly work more than 40 hours per week.

Discussion then shifted to the policy regarding equipment issued to a City employee; Council Member Courtney stated that he would only be comfortable imposing a requirement to return equipment if the check-out of the equipment has been properly documented and the employee has signed to acknowledge they are in possession of the equipment.

In closing discussion regarding the policy related to administrative leave, the Council suggested some changes to the titles of the different types of leave available to employees to eliminate confusion; they also asked that the staff research leave benefits offered to employees in other municipalities.

Council Member Courtney stated it is his understanding there has been some discussion about performing a complete rewrite of the City's personnel policy manual and he would be supportive of that.

6. COMMUNICATION ITEMS

Communication items will be informational only. No final action will be taken.

a. Naming of the New Park Kurt Ostler, Mayor, Erin Wells, City Administrator

Mayor Ostler stated that he has reached out to a couple of residents regarding naming the new City park, which has been referred to as Mountain Ridge Park. He stated that at one time, the Council indicated a willingness to

give naming rights to someone who donates \$1 million, and he asked if that is still the case. There is a person who wants to meet with him in the near future about the name and he wanted to know how the Council feels about the level of donation needed to provide naming rights. The Council engaged in high level discussion of the matter, expressing willingness to be flexible, but indicating that the City has had one donation of \$500,000, so the naming rights donation would need to be higher than that amount. There was a brief focus on the manner in which donated money is encumbered to ensure that it will be allocated to the park.

b. Sign Code Staff Enforcement Practice *Jay Baughman, Assistant City Administrator/Community Development Director*

Assistant City Administrator/Community Development Director Baughman stated the City's development code section 3-705.8 provides regulations for political signs placed in the City; additionally, campaign signs do not need to be permitted by the City and may be placed in park strips in front of a private property with permission of the property owner. They may not be placed on public property or park strips in front of public property or placed so as to block a sight triangle; a sign could be removed even if it has permission to be placed on private property if it is placed within a sight triangle.

The Council engaged in high level philosophical debate regarding appropriate regulations for campaign signs; the manner in which the current ordinance is enforced; and opportunities for improving communication to candidates regarding the City's campaign sign rules. There was some debate about whether the City should contact a candidate to inform them that their sign is placed illegally and give them an opportunity to retrieve it, or simply collect and dispose of a sign that is illegally placed. The Council concluded a candidate can be provided notice when one of their signs is illegally placed, but one notice per election season is sufficient and candidates should educate themselves on the campaign regulations before locating their signs in the City.

c. Council Policies and Procedures & Annual Conflict of Interest Statements *Erin Wells, City Administrator*

City Administrator Wells explained the State Municipal Officers' and Employees' Ethics Act and City Standards of Conflict require elected officials and City employees to complete conflict of interest statements. Currently, City Administration relies on employees and Elected Officials to disclose conflicts as they arise, but State law has changed recently, and an annual disclosure is required beginning January 2025. City Attorney/Planning & Zoning Administrator Patterson provided information regarding items that could be considered a conflict of interest and the penalties for violating the State law.

Ms. Wells then used the aid of a PowerPoint presentation to provide the Council with a refresher regarding policies and procedures that govern City Council meetings and agenda/packet preparation; there was a focus on policies regarding presentations and reports provided by someone other than City staff and the process that must be followed for reconsideration of an item.

Council Member Scott L. Smith left the meeting at 9:20 pm.

Ms. Wells stated that in the past, when Administration has received a request from someone wishing to provide a presentation regarding an item on the agenda, there has not been a clear policy regarding whether a presentation should be allowed and/or the order of agenda items, including a presentation. She is asking for clarification from the Mayor and Council to avoid situations in the future that could become contentious. She indicated she will send the full policy manual to the Council for their own personal review and submittal of recommended edits.

d. Community Development Update *Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator*

Assistant City Administrator/Community Development Director Baughman and City Attorney/Planning & Zoning Administrator Patterson provided the Council with a community development update. Mr. Patterson reported the City’s first alcohol license is being issued to Little India very soon; it is a limited-service restaurant that will be serving beer and wine.

Mr. Baughman provided a high-level overview of the process Administration will be following to launch the General Plan update project, including the first open house on Wednesday, September 18th. He also provided an overview of the upcoming annual citizen survey and discussed questions that have been asked in past surveys. Optional questions to be included in the 2024 survey are:

- Would you support the City raising property taxes for the following categories?
- Would you support the City raising the Public Safety Fee to raise wages for police officers and fire fighters to help with recruitment and retention?
- Which of the following after-school programs would someone in your family be interested in?

7. CLOSED MEETING

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

At 9:45 pm Council Member Doug Cortney MOVED that the City Council recess the regular City Council meeting to convene in a closed meeting in the executive conference room to discuss pending or reasonably imminent litigation.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Absent</i>

The motion carried 4:0

Council Member Ron Campbell MOVED to adjourn the CLOSED MEETING and Council Member Doug Cortney SECONDED the motion. All voted in favor and the motion passed unanimously.

The CLOSED MEETING adjourned at 10:18 pm.

ADJOURNMENT

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

The meeting adjourned at 10:19 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 August 20, 2024. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC
City Recorder

DRAFT



HIGHLAND CITY COUNCIL MINUTES

Tuesday, September 10, 2024

Waiting Formal Approval

Mountain Ridge Park, 5451 W 10400 N, Highland Utah 84003

6:00 PM SITE TOUR AT MOUNTAIN RIDGE PARK

The site tour was posted on the Utah State Public Meeting Website at least 24 hours prior to the tour.

COUNCIL MEMBERS:

Mayor Kurt Ostler	Present
Brittney P. Bills	Present
Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Present
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells, City Attorney/Planning & Zoning Administrator Rob Patterson, Assistant Public Works Director Jeff Murdoch, Parks Superintendent Josh Castleberry

OTHERS PRESENT: N/A

The City Council attended a site tour at Mountain Ridge Park, located at 5451 W 10400 N.

While on site, the Council held a high-level discussion regarding the park as it relates to the construction timeframe and progress on the remaining amenities and elements to complete the park. The Council also discussed the name of the park, which has yet to be determined.

Staff and Council discussed the donor wall and the size and placement of the names of donors. It was also noted that there are still two pavilions available for donors to contribute towards.

The site tour ended at 6:55 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 September 10, 2024. This document constitutes the official minutes for the Highland City Council site tour.

Stephannie Cottle, CMC, UCC
City Recorder



CITY COUNCIL AGENDA REPORT

ITEM #3a

DATE: September 17, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Trent Smith Annexation
TYPE: Land Use (Legislative)

PURPOSE:

The City Council will hold a public hearing to consider a request from Shalynn Larson, representing Trent Smith, to annex approximately 1.125 acres of property located at 7015 West 9600 North. The purpose of this item is for the Council to make a final decision whether to allow the annexation and to establish the conditions of annexation, if approved.

STAFF RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the annexation agreement and **ADOPT** the ordinance approving the annexation subject to the conditions set forth therein.

PRIOR COUNCIL DIRECTION:

On June 6, 2023, the City Council tentatively approved an annexation petition for this same property subject to an annexation agreement that required, among other things, payment of impact fees, improvements to 9600 North, construction of a half-road on the east of the property, and extension of utilities. Completion of the annexation was subject to the property owner's execution and recordation of that annexation agreement. The property owner failed to execute or record the annexation agreement within one year after the Council's decision. This caused the original annexation application to expire.

A new and complete annexation petition for the same property was filed on July 23, 2024, and the Council adopted a resolution allowing the petition to be accepted for further consideration on August 6, 2024. The Council indicated that it was amenable to annexing the property on the same terms and conditions as were previously approved in 2023.

BACKGROUND:

Since the Council last considered the annexation on August 6, 2024, the annexation petition has been certified as complying with governing law and notice was given of the certification and of a protest period to challenge the annexation. The protest period expires September 16, 2024. With no objections filed, the City Council is authorized and able to grant the petition for annexation.

Annexation Process

Further Consideration - COMPLETED

After an annexation petition is filed, 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. 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 - CURRENT DECISION

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.

The petitioner seeks to annex the property on the same terms and conditions as the original annexation, namely, R-1-20 zoning (allows 2 lots), development of 9600 North and the City property to the east, and utility improvements. The decision to annex and under what circumstances the Council will approve an annexation are legislative decisions. The Council has complete discretion in making these decisions. This means that the Council can approve the annexation on the same or different terms as before.

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, if the Highland City parcel to the east of the subject property is developed as a public right-of-way.

Proposed Annexation Agreement Terms

As part of the previous annexation attempt for this property, the City Council approved the annexation subject to an annexation agreement prepared by staff. Staff would still support and recommend annexing the property subject to a similar annexation agreement, as it provides for road and utility improvements in 9600 North and the Highland City parcel to the east, utility improvements for the existing home on the property, impact fees being paid, irrigation water dedicated, and the old Lehi irrigation ditch piped or removed.

That agreement essentially required the property owner to improve the property and adjacent rights of way to City standards. The only exception approved by the Council previously was to allow the right-of-way improvements along the City parcel to the east to be improved with only 20 feet of asphalt, rather than requiring the City's standard 26 feet of asphalt (1/2 of the normal asphalt width [32 feet] plus 10 feet). Council can give direction as part of approving the resolution that the annexation will require a similar annexation agreement as previously approved.

In addition, the proposed annexation agreement requires that, in order for the annexation to be effective, (1) the agreement must be signed by the property owner and must be recorded against the property and (2) impact fees for the existing home must be paid. These are the staff-proposed conditions on the approval of the petition for annexation.

FISCAL IMPACT:

Approval of the resolution is not anticipated to have a fiscal impact. The anticipated impact of the overall annexation, if approved on similar terms as before, would result in new impact and other development fees being paid to the City for the development and subdivision of the property into two lots.

MOTION:

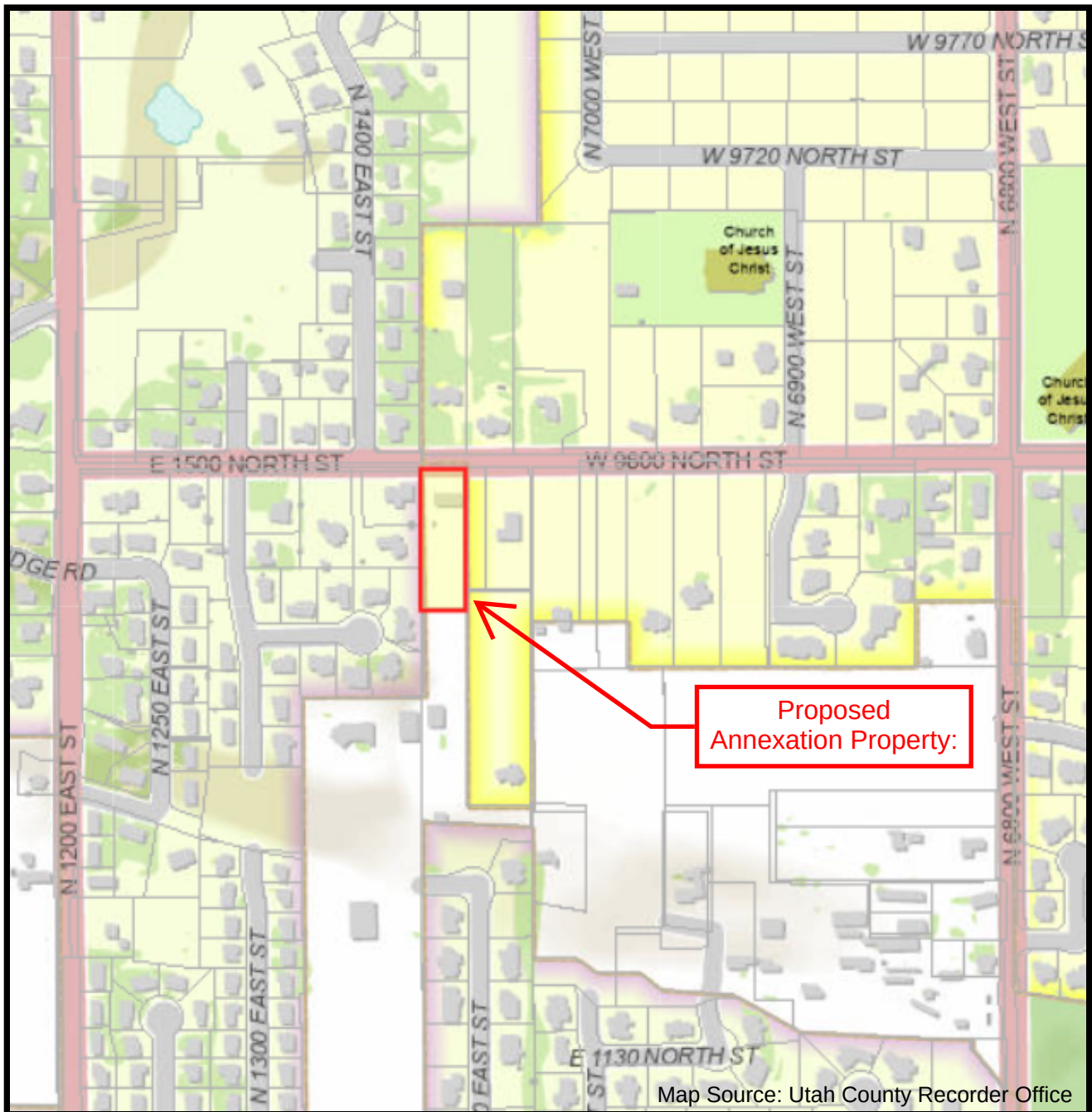
I move that City Council APPROVE the annexation agreement and ADOPT the ordinance approving the

Smith annexation subject to the conditions set forth therein.

ATTACHMENTS:

1. Vicinity Map
2. Ordinance - Annexation Approval
3. Annexation Agreement - Smith

Vicinity Map of Proposed Annexation:



Phyllis Smith Annexation Property Information:

Owners: Phyllis B & Trent Lynn Smith
Address: 7015 West 9600 North, Highland, Utah 84003
Parcel: 12:054:0025
Acreage: 1.13

ORDINANCE NO. 2024-_____

**AN ORDINANCE GRANTING THE TRENT SMITH PETITION FOR ANNEXATION,
APPROVING THE ANNEXATION OF CERTAIN PROPERTY, AND AMENDING
HIGHLAND CITY'S MUNICIPAL BOUNDARIES**

WHEREAS, Title 10, Chapter 2, Part 4, of the Utah Code, as amended (the "Act") establishes procedures to annex real property into a municipality's boundaries and jurisdiction;

WHEREAS, Highland City has received a petition from Shalynn Larson, representing Trent Smith, ("Property Owners"), owner or trustee of the owner of property located contiguous to Highland City, which property is currently within the unincorporated area of Utah County, as described and shown in the attached Exhibit A ("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;

WHEREAS, the Highland City Council accepted the Property Owners' petition for annexation for further consideration on August 6, 2024, and directed City staff to publish notice and take all required steps related to the noticing of the protest period and the calling of a public hearing related to the potential approval of the petition for annexation in accordance with the Act;

WHEREAS, the City recorder certified the petition and provided notice thereof as required by the Act on August 15, 2024;

WHEREAS, the protest period required by the Act expired on September 16, 2024, without any protests being filed;

WHEREAS, a public hearing was held regarding the petition for annexation on September 17, 2024;

WHEREAS, all notices related to the protest period and public hearing were given as required by the Act;

WHEREAS, after considering all public comments, the information and comments submitted by the Property Owners, and other appropriate matters, the City Council finds that it will be to the benefit of Highland City to grant the petition and annex the Property on the conditions set forth herein.

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

SECTION 1. The City Council approves the Property Owners' petition to annex the Property into the boundaries of the City ("Annexation"), subject to the following conditions:

- a. The Annexation shall not be effective unless and until Property Owners execute and record against title to the Property the annexation agreement in substantially the form attached hereto as Exhibit B;
- b. The Annexation shall not be effective unless and until the Property Owners pay all impact fees as required and described by the annexation agreement;
- c. Upon the execution and recordation of the annexation agreement and payment of impact fees, the City recorder shall file all necessary documents with the Lieutenant Governor's office to complete the Annexation as required by the Act.

SECTION 2. Upon completion of the Annexation, the Property shall be zoned R-1-20.

SECTION 3. The mayor and city staff are directed to take all actions necessary to complete the Annexation and carry out the annexation agreement as set forth herein.

SECTION 4. This ordinance shall take effect immediately upon its adoption and publication, as required by law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

Mayor

ATTESTED:

City Recorder

EXHIBIT A
Description of Annexed Property

Legal Description of Property at 7015 W. 9600 N. Highland, UT 84003:

All that certain parcel of land situated in the County of Utah, State of Utah, being known and designated as follows:

COM AT A FENCE INTERSEC E ALONG THE SEC LINE 1006.40 FT & S 16.50 FT FR NW COR SEC 10, T5S, R1E, SLM; E 125 FT ALONG A FENCE LINE; S 392.04 FT; W 125 FT; N 392.04 FT TO BEG. AREA 1.125 AC

Containing 1.13 acre, more or less.

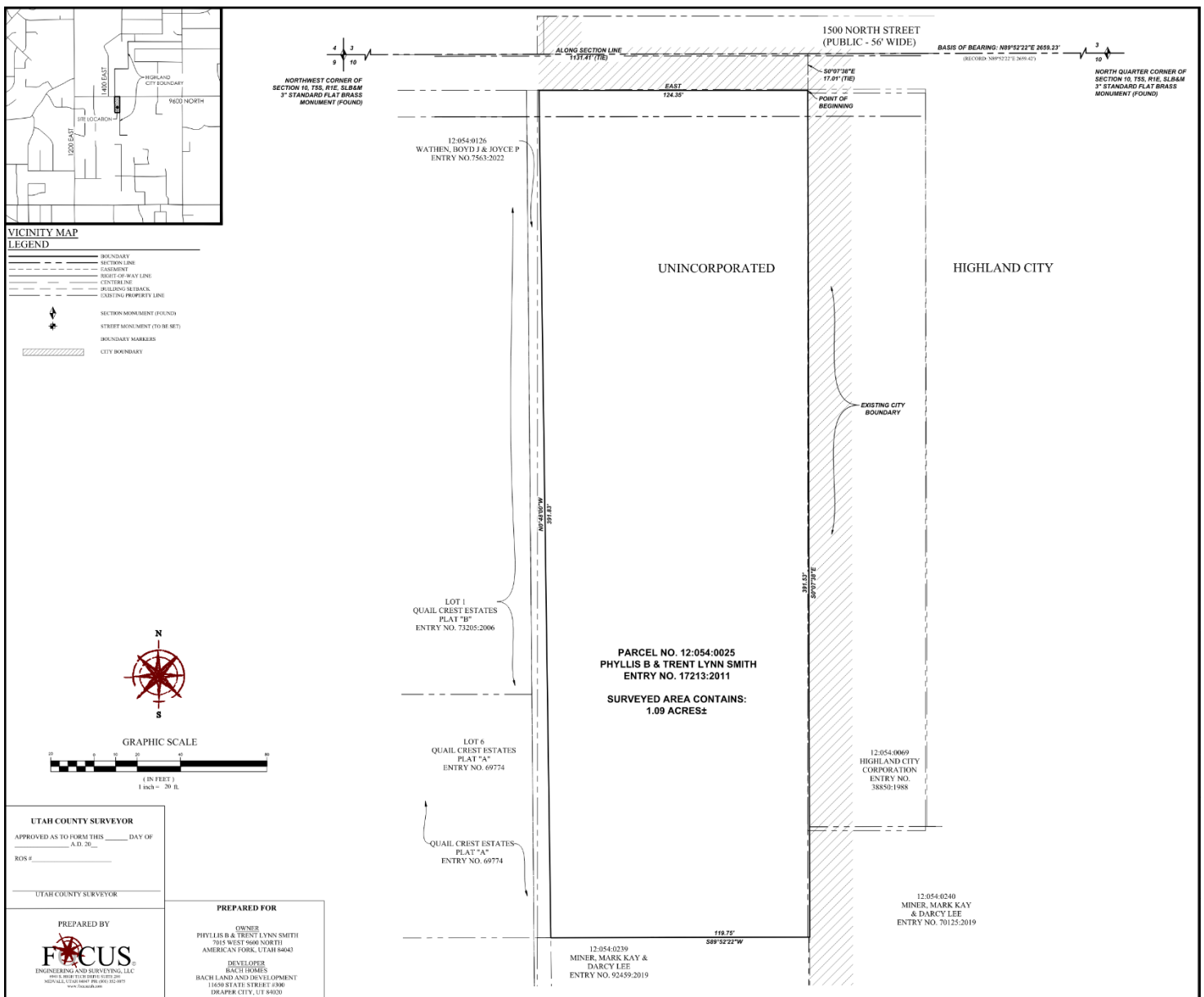


EXHIBIT B
Form of Annexation Agreement

When Recorded, Return to:
Highland City
5400 West, Civic Center Dr
Highland, UT 84003

ANNEXATION AGREEMENT

The parties HIGHLAND CITY (“the City”), a Utah municipality and a political subdivision of the State of Utah, and TRENT LYNN SMITH, trustee of the LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011, (the “Petitioner”), enter into this Annexation Agreement (this “Agreement”), effective as of the date it is executed by the parties following the approval of the City Council (the “Effective Date”).

RECITALS

A. Petitioner owns certain real property located within Utah County that is adjacent to the municipal boundaries of the City, described as Utah County parcel 12:054:0025 and more particularly described in **Exhibit A** attached hereto (the “Property”).

B. Petitioner has requested annexation of the Property, totaling approximately 1.13 acres, into the City (the “Annexation”), in order to access City utilities and facilities to facilitate the development or subdivision of the Property.

C. Adjacent to the Property is certain real property owned by Highland City (the “City Parcel”), described as Utah County Parcel 12:054:0069, more particularly described as: COM E ALONG SEC LN 1185.9 FT & S 16.5 FT FR NW COR, SEC 10, T5S,R1E, SLM; S 341 FT; W 54.5 FT; N 341 FT; E 54.5 FT TO BEG.

D. The approval and authorization of the Annexation is a legislative decision to be made by the appropriate city bodies and officials, to which approval Petitioner has no entitlement or vested right.

E. The City has adopted codes, ordinances, regulations, drawings, standards, specifications, policies, and resolutions (collectively, “City Code”) that govern the development of land, the construction of private and public infrastructure and buildings, and the connection to and use of City facilities and utilities.

F. Petitioner has requested certain waivers or modifications of City Code requirements that would normally apply to the development or subdivision of the Property, in connection with the Annexation.

G. The parties desire to enter into this Agreement to establish the terms and conditions by which the City approves of the Annexation of the Property and to determine the specific regulations and requirements of the City that will apply to the subdivision or development of the Property once it is annexed into the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. City Obligations. All obligations of the City are subject to the reserved legislative powers of the City described in Section 5 *below*.

1.1. Annexation Approval. The City shall, to the extent permitted by Utah law and without waiving its right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, grant Petitioner's annexation petition and annex the Property into the City, which approval is subject to and conditioned on Petitioner's execution of this Agreement and Petitioner's recordation of this Agreement against title to the Property.

1.2. Annexation Protest. If Annexation is protested and goes before the Utah County Boundary Commission, the City may, in its discretion, deny the Annexation or seek to obtain from the Boundary Commission approval for the Annexation. If the City decides to seek to obtain approval, the City shall coordinate its efforts with Petitioner.

1.3. Zoning. Upon successful Annexation, the Property shall be zoned R-1-20.

1.4. City Parcel Use. Petitioner shall be entitled to access, enter, and construct public street and utility improvements and related facilities upon the City Parcel, and the City agrees that City Parcel may be used by Petitioner to determine the frontage of new and additional lots within the Property, subject to and conditioned on the Petitioner's compliance with City Code regarding the any subdivision or development of the Property and Petitioner's obligations in this Agreement. Petitioner shall be entitled and required to include the City Parcel within any future subdivision plat for the Property, in order for the City Parcel to be dedicated and platted as a public right of way and public street.

2. Petitioner Obligations. Petitioner shall comply with the following obligations, as the same are described below and as depicted in the concept plan attached as **Exhibit B**, which Exhibit is incorporated herein by reference.

2.1. Recordation. Petitioner shall be required, as a condition of approval of the Annexation, to record this executed Agreement against title to the Property and to ensure that no other interests, mortgages, liens, or other encumbrances have priority or precedence over this Agreement.

2.2. Existing Home. There is an existing home on the Property (the "Existing Home"), which is, as of the Effective Date, not connected to any City utilities, namely the City's culinary water, pressurized irrigation, or sewer system (collectively, "City Utilities"). If the Annexation is approved, Petitioner shall have the following obligations regarding the Existing Home and Property:

2.2.1. Utilities. Petitioner may or shall be required to connect the Existing Home to City Utilities as set forth herein.

2.2.1.1. Petitioner shall bear all costs and be responsible for the extension and connection of any utility mains, lines, and other facilities required to connect the Existing Home to City Utilities, if such connection is required or requested. All work, mains, lines, connections, and other facilities shall conform to the requirements of City Code.

2.2.1.2. Petitioner may connect the Existing Home to the City Utilities without subdividing or developing the Property. If at any time Petitioner desires to connect the Existing Home to the City's culinary water system, Petitioner shall also be required to connect the Existing Home to the City's pressurized irrigation system. Petitioner may, however, connect the Existing Home to the City's pressurized irrigation system without connecting the Existing Home to the City's culinary water system.

2.2.1.3. Petitioner shall connect the Existing Home to the City pressurized irrigation and sewer utilities at the time Petitioner subdivides or develops the Property. Petitioner shall also connect the Existing Home to the City culinary water system at the time Petitioner subdivides or develops the Property, unless Petitioner demonstrates that Petitioner has an adequate and safe source of culinary water that can serve the Existing Home, which source has been approved by and complies with all relevant City, Utah County, and State of Utah regulations, laws, and requirements.

2.2.2. Impact Fees. Prior to the effectiveness of the approval of the Annexation, Petitioner shall pay all impact fees for the Existing Home, as if the Existing Home were being built at the time of Annexation. If Petitioner fails to do so, the approval of the Annexation shall be void.

2.3. City Utilities. Petitioner shall complete, construct, install, assure, and warranty, according to City Code the improvements described below, and comply with the following obligations related to the use and connection of the Property to the City Utilities:

2.3.1. Culinary Water.

2.3.1.1. Petitioner shall not be required to dedicate water shares or rights to the City or to pay a fee in lieu of such dedication in order to connect the Existing Home or any new lot created within the Property to the City's culinary water system.

2.3.1.2. In the event Petitioner subdivides or develops the Property, Petitioner shall be required to extend a culinary water main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home (unless such connection is not required as set forth in Section 2.2.1.3 *above*) and the new lot created within the Property to the City's culinary water system. In all such work, Petitioner shall comply with City Code regarding culinary water facilities and connections.

2.3.2. Pressurized Irrigation.

2.3.2.1. Petitioner shall be required to provide secondary water shares to the City as required by City Code for the Property. Such shares shall be provided when the Existing Home connects to the pressurized irrigation system or when Petitioner subdivides or develops the Property, whichever comes first. The amount of shares to be provided shall be based on the total acreage of the Property, regardless of any subdivision.

2.3.2.2. In the event Petitioner subdivides or develops the Property, Petitioner shall be required to extend a pressurized irrigation main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home and the new lot created within the Property to the City's pressurized irrigation system. In all such work, Petitioner shall comply with City Code regarding pressurized irrigation facilities and connections.

2.3.3. Sewer. Petitioner shall be required to extend a sewer main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home and the new lot created within the Property to the City's sewer system. In all such work, Petitioner shall comply with City Code and any regulation, code, or standard adopted by the Timpanogos Special Service District regarding sewer facilities and connections.

2.3.4. Stormwater/Storm Drainage. Petitioner shall provide stormwater facilities, such as storm drain inlets and sumps, in connection with all required street improvements and facilities, including those set forth in Section 2.4 *below*, as required by City Code.

2.4. Streets and Related Facilities. Petitioner shall comply with the following obligations related to the improvement, dedication, and construction of street and street facilities:

2.4.1. 9600 North.

2.4.1.1. Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the frontage of the Property adjacent to 9600 North (collectively, "9600 Improvements"): sidewalk, park strip, curb, gutter, and the remaining asphalt and road base required for 9600 North to comply with the City's 66-foot, two lane minor collector street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements and City Code. Petitioner shall also dedicate to the City the areas within the Property required for the 9600 Improvements.

2.4.1.2. Petitioner shall complete the 9600 Improvements in connection with the subdivision or development of the Property or within four (4) years from the Effective Date, whichever occurs first.

2.4.1.3. In the event that Petitioner fails to timely complete the 9600 Improvements, the City shall, in addition to any other remedy, be entitled to withhold any land use approval related to the Property until Petitioner completes the 9600 Improvements.

2.4.1.4. At any time, the City may elect to complete the 9600 Improvements. If the City does so elect, Petitioner shall be responsible to reimburse the City for the City's costs (including administrative, legal, engineering, labor, and material costs) related to the 9600 Improvements upon the City's issuance of a demand for reimbursement, which demand shall describe in reasonable detail the incurred costs. The City may also require such reimbursement in connection with any other fee or charge assessed against or levied upon Petitioner or the Property, and the City may also condition any future approval related to the Property or the Existing Home (including approval of utility connections, building permits, and other land use applications) on Petitioner's payment of such reimbursement costs.

2.4.2. City Parcel Improvements. Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements within the City Parcel and the portion of the Property dedicated to the City described in Section 2.4.3 *below*:

2.4.2.1. Petitioner shall provide half-street improvements, consisting of curb, sidewalk, gutter, road base, and asphalt, according to the City Code and the City's 56-foot standard subdivision street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements, provided that Petitioner shall only be required to provide 20 feet of asphalt in connection with such half-street improvements, rather than the typical 27 feet of asphalt otherwise required by City Code.

2.4.2.2. Petitioner shall extend the sidewalk beyond the City Parcel, within the Property, to the south property line of the Property, to align with a future cul-de-sac.

2.4.3. Petitioner Dedication. Petitioner shall dedicate to the City an approximately 1.5-foot wide area of the Property south of the existing home on the Property and adjacent to and fronting on the City Parcel, as a public right of way, such that the combined City Parcel and dedicated portion of the Property is able to contain the City's 56-foot standard subdivision street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements and City Code. This dedication and the City Parcel shall be included within any subdivision plat related to the Property in order to dedicate the same as a City-owned public right of way.

2.5. Lehi Irrigation Ditch. Petitioner shall work with the Lehi Irrigation Company to pipe or fill the Lehi Irrigation ditch located on the northwest corner of the Property. The decision of whether to pipe or fill the ditch shall be made by the Lehi Irrigation Company. Petitioner

shall complete all work related to the Lehi Irrigation ditch in connection with the improvements to 9600 North, and Petitioner shall be subject to and shall comply with the conditions, timing, and reimbursement terms that apply to 9600 North described in Section 2.4.1 *above*.

2.6. Waiver of Rights. By consenting to the conditions of approval of the Annexation and by executing this Agreement, Petitioner waives and releases any right Petitioner may have had to challenge the reasonableness, lawfulness, or appropriateness of the City's requirements regarding the utility, street, and Lehi Irrigation Ditch improvements set forth herein, which right Petitioner may have otherwise had pursuant to Utah Code § 10-9a-703. This includes any claim that the construction of all such improvements and the dedication of any related property were unlawful or unreasonable exactions, pursuant to Utah Code § 10-9a-508, or any challenge to the assessment or payment of impact fees required by this Agreement, pursuant to Utah Code §§ 11-36A-701, -703. Petitioner further agrees that the City may withhold approvals of subdivision plats, building permits, certificate of occupancy, utility connections, and other permits, applications, or licenses, in order to enforce and compel compliance with this Agreement, despite any provision to the contrary under Utah Code §§ 10-9a-509, -603(3)(a), -604.5, -802(2).

3. Fees. Petitioner agrees to pay all applicable fees of the City, Timpanogos Special Service District, Lehi Irrigation Company, and any other applicable government entity, as such fees exist on the applicable date when payment is due, including but not limited to utility fees, hookup fees, impact fees, inspection fees, construction and excavation permit fees, and application fees.

4. Infrastructure Costs and Standards. Petitioner is required, at Petitioner's sole expense and effort, to construct all infrastructure, project improvements, and system improvements required by this Agreement and City Code and to construct the same in the size, scale, location, magnitude, and capacity required by this Agreement and applicable provisions of the City Code.

5. Reserved Legislative Powers.

5.1. This Agreement, or any part of this Agreement, will not limit the exercise of the police powers of the City to enact ordinances, standards, or rules regulating development, zoning, subdivision, growth management, transportation, annexation, municipal services, and other land use matters, or to determine the necessity and wisdom of the approval of any legislative matter related to this Agreement, including the Annexation and the zoning of the Property.

5.2. Both Parties understand that any legislative action by the City Council, including the approval of this Agreement and the approval of the Annexation, is subject to initiatives, referral, or challenge by individuals or groups of citizens. Petitioner agrees that the City may respond to, approve, or reject any initiative, referral, or challenge as the City deems appropriate in its discretion, guided by the standards in Utah law. Petitioner agrees that the City shall not be found to be in breach of this Agreement due to the City's response to, approval of, or rejection of any initiative, referral, or challenge or due to the success of an initiative, referendum, or challenge, so long as the initiative, referendum, or challenge relates to any legislative act contemplated or undertaken in connection with this

Agreement. In the case of a successful initiative, referendum, or challenge, this Agreement and the approval of the Annexation shall voided.

6. Compliance with City Requirements and Standards. Unless otherwise expressly provided in this Agreement, Petitioner acknowledges that nothing in this Agreement will be deemed to relieve Petitioner from its obligations to comply with all applicable requirements, standards, specifications, drawings, regulations, policies, resolutions, and ordinances of the City for development of the Property and recordation of subdivision plats, including those related to the payment of unpaid fees, the approval of site plans or plats, the approval of building permits and construction permits, the construction and installation of public infrastructure, and the providing of completion and warranty assurances.

7. Covenants Running with the Land. The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the land subject to this Agreement. The burdens and benefits hereof will bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Each successor in interest will succeed only to those benefits and burdens of this Agreement, which pertain to the portion of the Property to which the successor holds title.

8. No Agency, Joint Ventures or Partnership. City and Petitioner are not agents of each other, and this Agreement creates no agency relationship, joint venture, or partnership between City and Petitioner.

9. Representations. The parties represent and warrant that the person signing this Agreement on behalf of each party is authorized to so sign and to bind the party to the obligations set forth herein, and that all steps and procedures required by a party to execute and enter into this Agreement have been completed.

10. Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

11. Default and Remedies. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party must, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within the 30-day period, the Party receiving such notice must, within the 30-day period, take reasonable steps to commence the cure or remedy of such default or breach, and must continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

11.1. Cure or remedy such default or breach, such as proceedings for injunctive relief, to compel specific performance by the Party in default or breach of its obligations, or declaring a material breach by the Party; and/or

11.2. In the case of a material uncured breach by Petitioner, the City may change the zoning designation for the Development, as determined by the City Council, or withhold any land use application approval, including the approval of any building permit, certificate of occupancy, or subdivision plat, until the breach is cured. If the remedy of a zone change is pursued, the Petitioner agrees not to contest the City's action to rezone.

12. Other Miscellaneous Terms.

12.1. Certain Meanings. The singular will include the plural; the masculine gender will include the feminine; "shall" and "will" and "must" are mandatory; "may" is permissive.

12.2. Severability. If any provision of this Agreement or application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

12.3. Construction. This Agreement has been reviewed and revised by legal counsel for Petitioner and the City, and no presumption or rule that ambiguities will be construed against the drafting Party will apply to the interpretation or enforcement of this Agreement.

12.4. Further Assurances, Documents, and Acts. Each of the parties agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.

12.5. Assignment. This Agreement, any portion of the Property, and any of the provisions, terms or conditions hereof cannot be assigned or transferred by Petitioner to any other party, individual or entity, without likewise assigning the obligations of the Petitioner under this Agreement to such Party. The rights of the City under this Agreement will not be assigned.

12.6. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

12.7. Attorney Fees. If any Party hereto is required to engage the services of counsel by reason of default of another party, including in connection with the default procedures set forth in Section 11 *above*, the non-defaulting party will be entitled to receive from the defaulting party the non-defaulting party's costs and reasonable attorney's fees, both before and after judgment, including any appeals thereof, and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration.

12.8. Mediation. In the event of a dispute concerning the terms or conditions of this Agreement or arising out of this Agreement the parties may but shall not first be required to seek resolution of the dispute via mediation.

12.9. Notices. Any notice, demand or document which any party is required to be in writing, and may be personally delivered or given or made by United States registered or

certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), addressed as follows:

To the City:

Highland City
Attn: Mayor and City Administrator
5400 W Civic Center Dr. Ste. 1
Highland, UT 84003

To the Petitioner:

13. Term. The term of this Agreement shall be a period commencing on the Effective Date and expiring on December 31, 2070.

~~SIGNATURE PAGE TO FOLLOW~~

IN WITNESS WHEREOF, this Annexation Agreement has been by the person duly authorized to execute the same for and on behalf of LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011, and by persons duly authorized to execute the same for and on behalf of Highland City, acting by and through its City Council, as of the Effective Date.

HIGHLAND CITY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

PETITIONER

TRENT LYNN SMITH, trustee of the LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011

By: _____
Printed Name: Trent Lynn Smith
Title: Trustee

STATE OF UTAH)
 : ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Petitioner, the
signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

Exhibit A

Legal Description of the Property

Commencing at a fence intersection East along the Section line 1006.40 feet and South 16.50 feet from the Northwest corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 125.00 feet along a fence line; thence South 392.04 feet; thence West 125.00 feet; thence North 392.04 feet to the point of beginning.

Area 1.125 AC



CITY COUNCIL AGENDA REPORT

ITEM #3b

DATE: September 17, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Plat Amendment: Millhaven - Foxwood Estates Lots 13-16
TYPE: Land Use (Administrative)

PURPOSE:

The City Council will consider a request from Millhaven Development to amend the Foxwood Estates subdivision to reconfigure four lots into three larger lots.

STAFF RECOMMENDATION:

Staff recommends that the City Council consider the requested plat amendment and, if agreeable to the change in lot density and size, approve the proposed amended plat subject to two stipulations related to drainage.

PRIOR COUNCIL DIRECTION:

On April 11, 2024, the City's Development Administration Board approved the final plat for Foxwood Estates as a 20-lot subdivision. On April 16, 2024, the City Council approved an amendment to that plat to reconfigure three lots (17, 18, and 19) into two larger lots.

BACKGROUND:

The newly proposed plat amendment is similar to the April 2024 plat amendment in that the owner proposes to reconfigure lots to reduce the overall number of lots in the subdivision and to increase the size of other lots. The proposed amendment affects lots 13, 14, 15, and 16 of the approved Foxwood Estates subdivision and proposes to reconfigure those four lots into three larger lots. The end result of the proposed plat amendment would be to reduce the density in the subdivision by one.

The original 20-lot subdivision included 5 lots (not the lots being amended) under 30,000 square feet, as permitted by R-1-40 zone (25% of the lots are permitted to be between 20,000 and 30,000 square feet). The April 2024 amendment reduced the density of the larger lots by one, and the currently proposed plat amendment would further reduce the density of the larger lots by one. The proposed reconfigured and amended lots will be 57,507 sqft (1.32 acres), 49,233 sqft (1.13 acres), and 49,230 sqft (1.13 acres). This leaves the overall subdivision with 18 total lots, 5 of which are smaller (20k-30k square feet), with the remainder being over 30,000 square feet.

DRAINAGE CONCERN:

The only concern staff has with the proposed amendment is that the amended plat shifts the previously approved 20-foot drainage corridor that was located near the "knuckle" on 10675 North (Ray's Creek) near lot 13. When the subdivision was originally approved and developed, the roadway was graded so as to allow water to drain through a corridor between the original lots 13 and 14 into the hollow. The

proposed amended plat relocates that drainage corridor east, which causes it to no longer align with the low point of the roadway that has been graded in, meaning that the road will continue to drain into the original easement location.

If the Council is amenable to amending the plat, the drainage must be addressed. One option would be for the developer to regrade the roadway to create a new low spot that channels the road drainage to the new drainage corridor. This would be a more involved and expensive process, as it would affect a larger portion of the road than just the knuckle and may affect planned lot grades.

The applicant has proposed to handle the drainage by creating a swale along the front of lot 13 that would catch the drainage from the road and channel it along the frontage to the new drainage corridor. Staff is amenable to this option, though it requires the lot owner to maintain the swale, which can lead to long-term maintenance issues. If Council prefers this option, staff would recommend conditioning approval of the plat amendment that the amended plat include a drainage easement along the lot 13 frontage and a note requiring the lot owner to maintain and not build on/over the swale and drainage channel as well as requiring the development of Foxwood Estates to install the new drainage channels.

PUBLIC NOTICE:

As of writing this report, no public hearing is required because the application and procedures satisfy all requirements of Highland City Development Code, all owners of the respective properties are signing the amended plat, and no objections have been filed. Notice of the proposed plat amendment was mailed to property owners within 500' of the property on September 5, 2024.

ANALYSIS:

Under HDC 5-7-103(4) and Utah Code 10-9a-609, the City Council can amend a plat if it finds:

1. Neither the public interest nor any person will be materially injured by the proposed amendment;
2. There is good cause for the amendment;
3. All easements for water and sewer facilities are preserved;
4. No public right of way is being vacated; and
5. The proposed amendment meets all requirements of the Development Code.

As explained in the proposed findings below, staff believes that each of these requirements has been satisfied.

PROPOSED FINDINGS:

1. Neither the public interest nor any person will be injured by the proposed plat amendment. All owners of property have agreed to the plat amendment.
2. There is good cause for the amendment, because all requirements of the Development Code related to plat amendments are satisfied, the proposed plat amendment and the property line adjustments shown therein conform to the requirements of the Development Code, and the amendment will allow the applicant and future owners of the lots to develop their property as desired.
3. There are no affected easements for water and sewer facilities. The plat contains all required public utility easements. The drainage easement previously located between lots 13 and 14 is being relocated and addressed through the options outlined by staff above. The developer will ensure that utility laterals to the lots are properly located to conform to the new lot boundaries and will remove any extra laterals installed for the now-removed lot.
4. No public right of way is being vacated as part of this amendment.
5. The proposed amendment results in a lot that conforms to all requirements of the Development

Code. While the subdivision could not have been platted in this manner under the R-1-40 standards, due to the number of lots under 30,000 square feet, this does not necessarily prohibit the Council from approving a subsequent plat amendment if the Council believes there is good cause for the amendment. Overall, the proposed plat amendment reduces density within the development, which aligns with the purpose of the R-1-40 zoning district. Approving the amendment at this time also allows the developer to install the correct type and number of utility lines for the lots.

PROPOSED STIPULATIONS:

1. Amended plat include a drainage easement along amended lot 13's frontage to capture and channel drainage from the previous drainage channel to the new channel, and the amended plat include a note describing the drainage easement and restricting lot owners from relocating, obstructing, altering, or building any fence, improvement, or structure on/over the drainage channel without City approval.
2. Development of the Foxwood Estates subdivision conform to the revised grading, drainage, and utility plans dated August 28, 2024.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

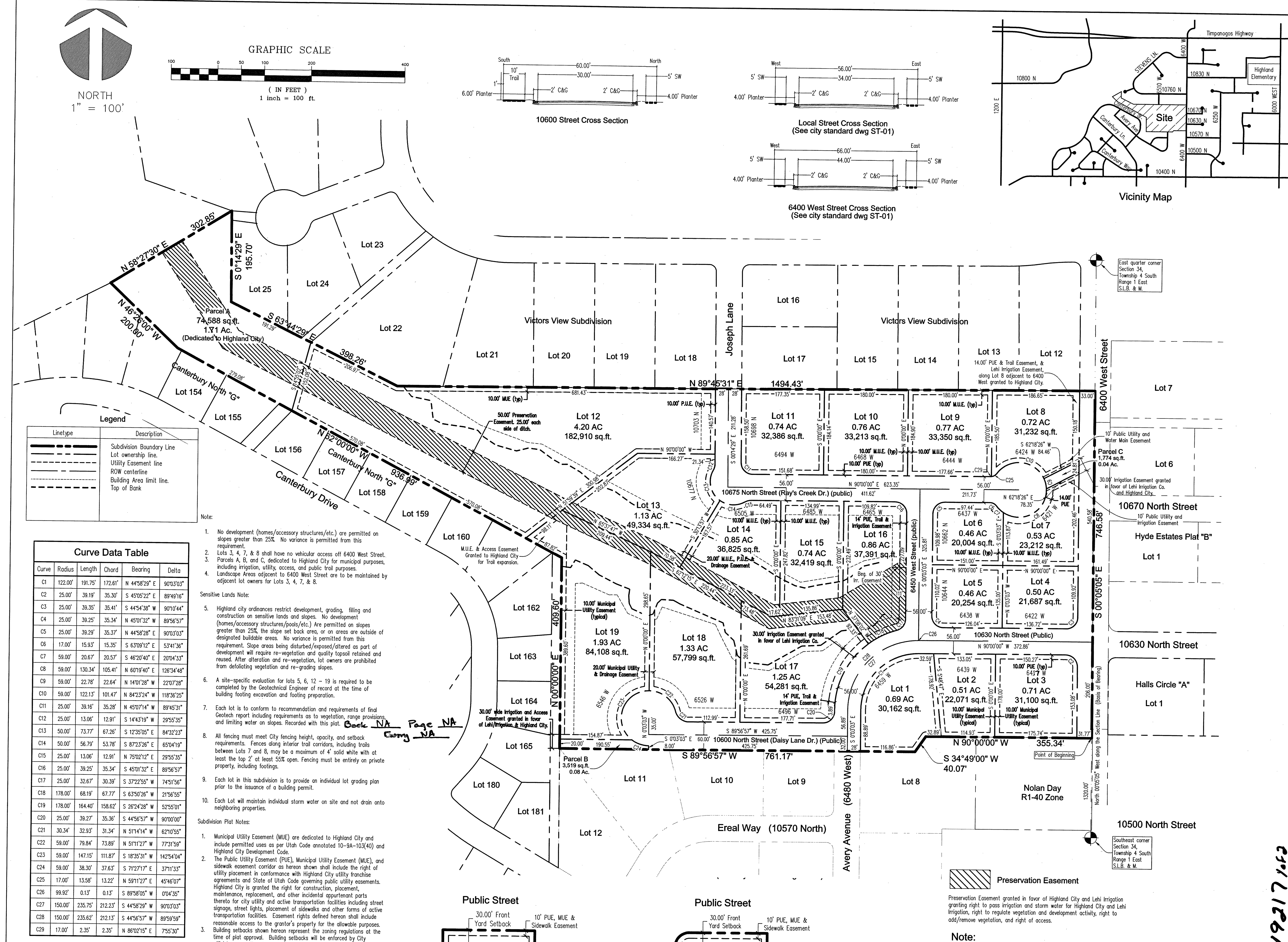
I move that City Council accept the findings and APPROVE the proposed amended plat for lots 13 through 16 of Foxwood Estates, subject to the two (2) stipulations recommended by staff.

ATTACHMENTS:

1. Foxwood Estates Plat Amendment Project Narrative
2. Foxwood Estates - Current Plat
3. Foxwood Estates - Proposed Amended Plat
4. Foxwood Estates - Storm Drain Plan 8-28-2024
5. Foxwood Estates - Utility Plan 8-28-2024

PROJECT NARRATIVE
FOXWOOD ESTATES PLAT AMENDMENT
HIGHLAND, UTAH
AUGUST 2024

Millhaven Homes is developing the Workman property near 6400 West and 10630 North Streets in Highland, Utah. The property is within the R-1-40 zone. The total allowable number of lots for this site is 26 lots. The proposed development comprises 19 single family residential lots with the average lot size being 39,550 square feet (0.90 acres). We have 4 lots in the subdivision (lots 13-16) that we would like to combine to make 3 bigger lots, which would eliminate one lot. This does not negatively affect the City or the surrounding neighbors in any way.



Surveyor's Certificate

I, **ROGER D. DUDLEY**, do hereby certify that I am a Professional Land Surveyor and that I hold a license, Certificate No. 147089, in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, and easements, and have placed monuments as represented on this plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge.

Boundary Description

Commencing at a point being located North 00°05'05" West along the Section line 1320.00 feet from the Southeast corner of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence West partially along Plat "A", Horseshoe Bend Subdivision 355.34 feet; thence along Plat "A", Horseshoe Bend Subdivision the following two (2) courses: South 34°49'00" West 40.07 feet, South 89°56'57" West 761.17 feet more or less to the boundary line of Plat "C", Canterbury North Subdivision; thence along said Canterbury North Subdivision the following three (3) courses: North 40°30'00" East 302.85 feet, North 46°28'00" West 220.00 feet, thence North 56°27'30" East 302.85 feet to the Northwest corner of Lot 25, Victor's View Subdivision; thence along Victor's View Subdivision the following three (3) courses: South 00°05'05" East 195.70 feet, South 63°44'29" East 398.26 feet, North 89°45'31" East 1494.43 feet to the Section line; thence South 00°05'05" East along the Section line 746.58 feet to the point of beginning.

Area = 1,079,126 sq.ft. or 24.77 Acres

Basis of Bearing is North 00°05'05" West along the Section line from the Southeast corner to the East quarter corner of said Section 34.

Owner's Dedication

Know all men by these presents that we, all of the undersigned owners of all the property described in the Surveyor's Certificate hereon and shown on this map, have caused the same to be subdivided into Lots, Blocks, Streets, and Easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public.

In witness hereof we have hereunto set our hands this 9 day of May, A.D. 2024

MILLHAVEN DEVELOPMENT LLC

BY: Jeremy Ackley - Manager of Millhaven Development LLC

Owner's Acknowledgement (LLC)

STATE OF UTAH }
COUNTY OF UTAH } S.S.

The foregoing instrument was acknowledged before me this 9 day of MAY, 2024, by Jeremy Ackley, who personally appeared before me, who being duly sworn or affirmed, did say that he is the Manager of MILLHAVEN DEVELOPMENT, LLC, a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said Company, and in his/her capacity as Manager of MILLHAVEN DEVELOPMENT, LLC, Limited Liability Company.

My Commission Number 735349

My Commission Expires 3/1/28

Signed: Roger D. Dudley
(Notary Public Commissioned in Utah)

Print name of Notary

Acceptance by Municipality

The City of Highland, County of Utah, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other parcels of land intended for public purposes for the perpetual use of the public. Signed this 11 day of April, A.D. 2024

Approved:

Jeff Hatcher
Mayor

Approved:

City Engineer

City Community Development Director

City Clerk

Conditions of Approval

There are conditions of approval attached to this subdivision which are indicated on this plat. These conditions have also been recorded with this subdivision. Potential buyers are requested to read these conditions carefully and obtain a copy of these conditions and restrictions prior to purchasing or contracting to purchase any lots within this subdivision. These conditions are binding and have been imposed by the legislative body of Highland City. A copy of these conditions may be obtained through the Utah County Recorder's office or the Highland City Records Office. In addition, Highland City has approved binding zoning laws through a legally binding development code. It is the responsibility of the buyer to do their due diligence in obtaining all accurate information and/or regulations that may directly or indirectly affect the use of property prior to purchasing or contracting to purchase any property anywhere. Some of the significant ordinances and conditions of approval conveyed on this property by the legislative body of Highland City are as follows:

- 70% of the front yard landscaping shall be installed by the homeowner within one year after receiving the certificate of occupancy.
- Landscaping and construction materials of any type are not permitted upon or within the street, curb and gutter, or sidewalk (street right of way) with the exception of the park strip which is required to be landscaped. Xeriscape shall consist of an attractive mix of plantings, rocks, and other landscaping materials. Forefront yards and park strips, at least 25% of Any xeriscape must contain plants, trees, and shrubs.
- A fence that abuts open space or a trail has additional restrictions of size and opacity. Fences along open space or a trail must comply with Highland City ordinances. All fences require a fence permit prior to installation. In addition, retaining walls are regulated by ordinance and require a retaining wall permit prior to construction.
- Highland city ordinances restrict the height of foundation above curb. It is the responsibility of the buyer to contact the city prior to purchasing any lot. This restriction applies to all lots in this subdivision.

County Recorder

ENT 31888-2024 MAP# 19217
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 May 15 09:23 AM FEE 130.00 BY AR
RECORDED FOR HIGHLAND CITY

Plat "A"

Foxwood Estates

Subdivision

Highland City, _____ Utah County, Utah

Scale: 1" = 100 Feet

Lehi Irrigation Approval

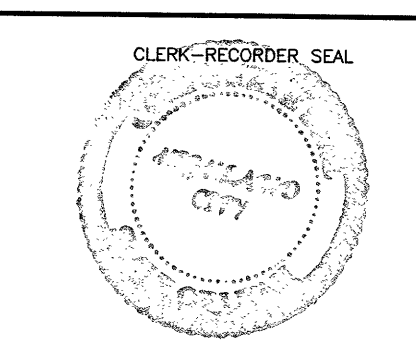
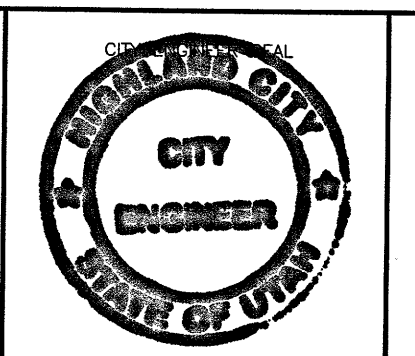
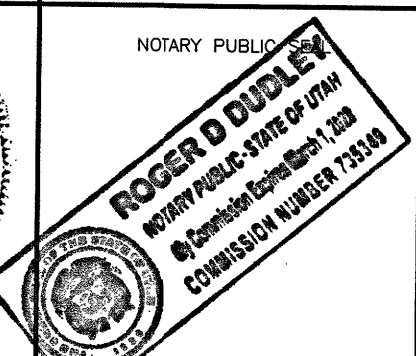
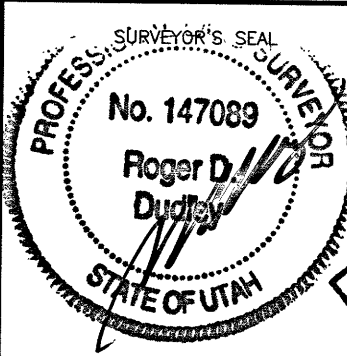
Approval vacates prior easements and accepts easements and other dedications as shown herein.

Roger D. Dudley 5/9/24
Lehi Irrigation Representative Date

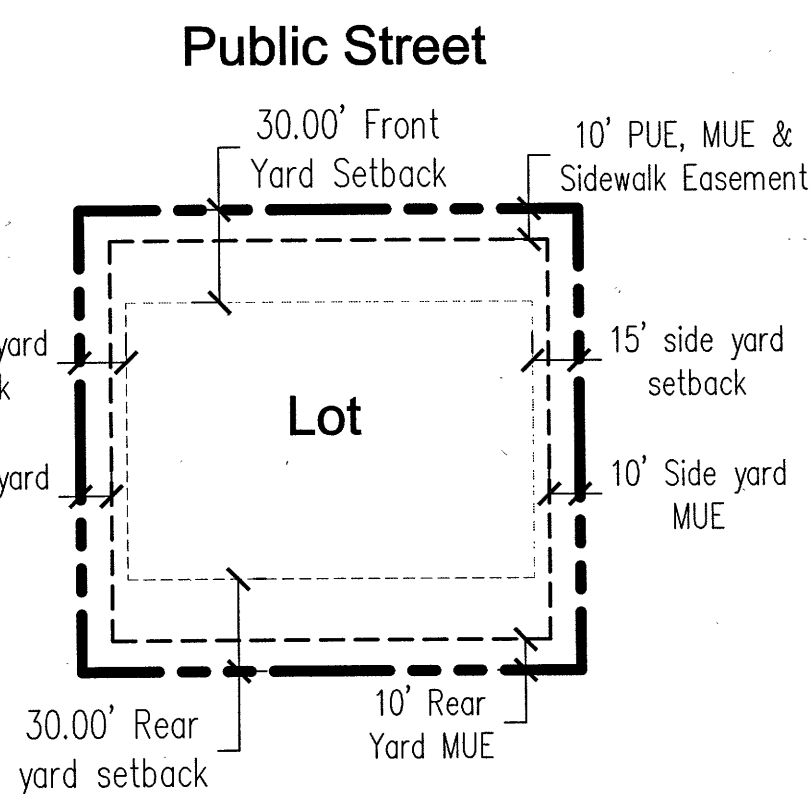
Highland City Attorney

Approved this 14th day of May, 2024
by the Highland City Attorney.

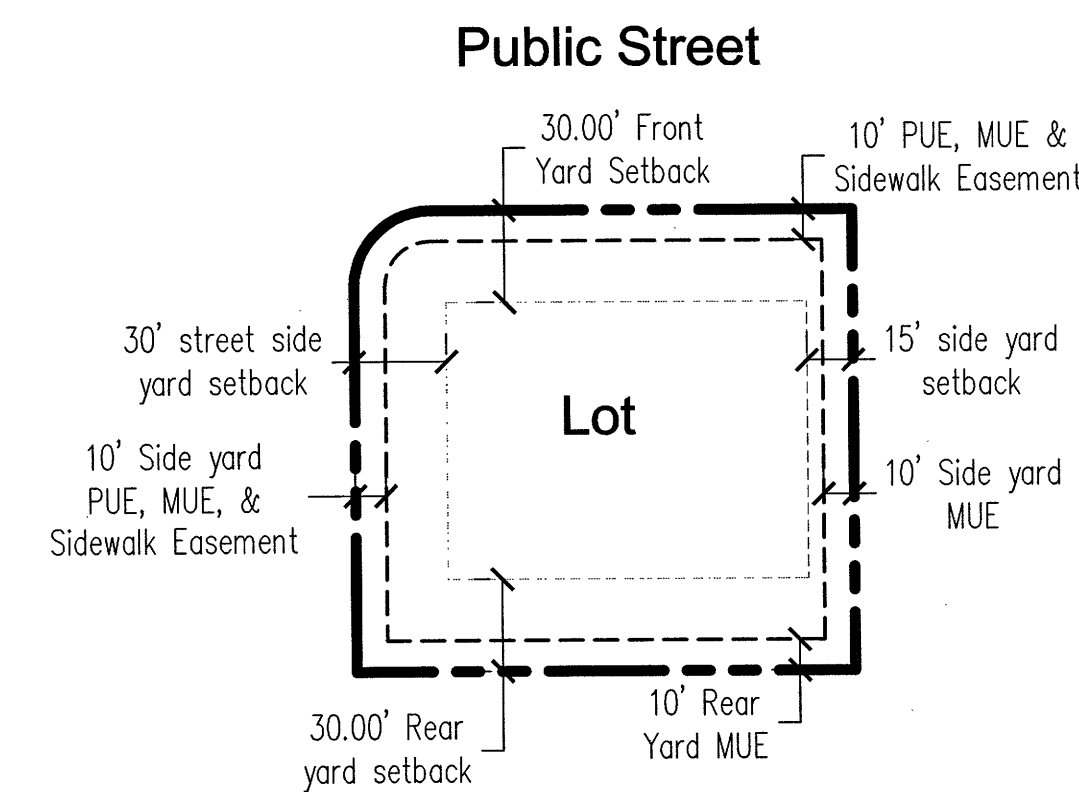
City Attorney Date



Sec. 34, T4S, R1E, S84M, T404S, N4



Typical Interior Lot
(refer to City Standard drawing U-04)
(Refer to this sheet for rear-yard setbacks for Lots 12-19)



Typical Corner Lot
(refer to City Standard drawing U-04)

Note:

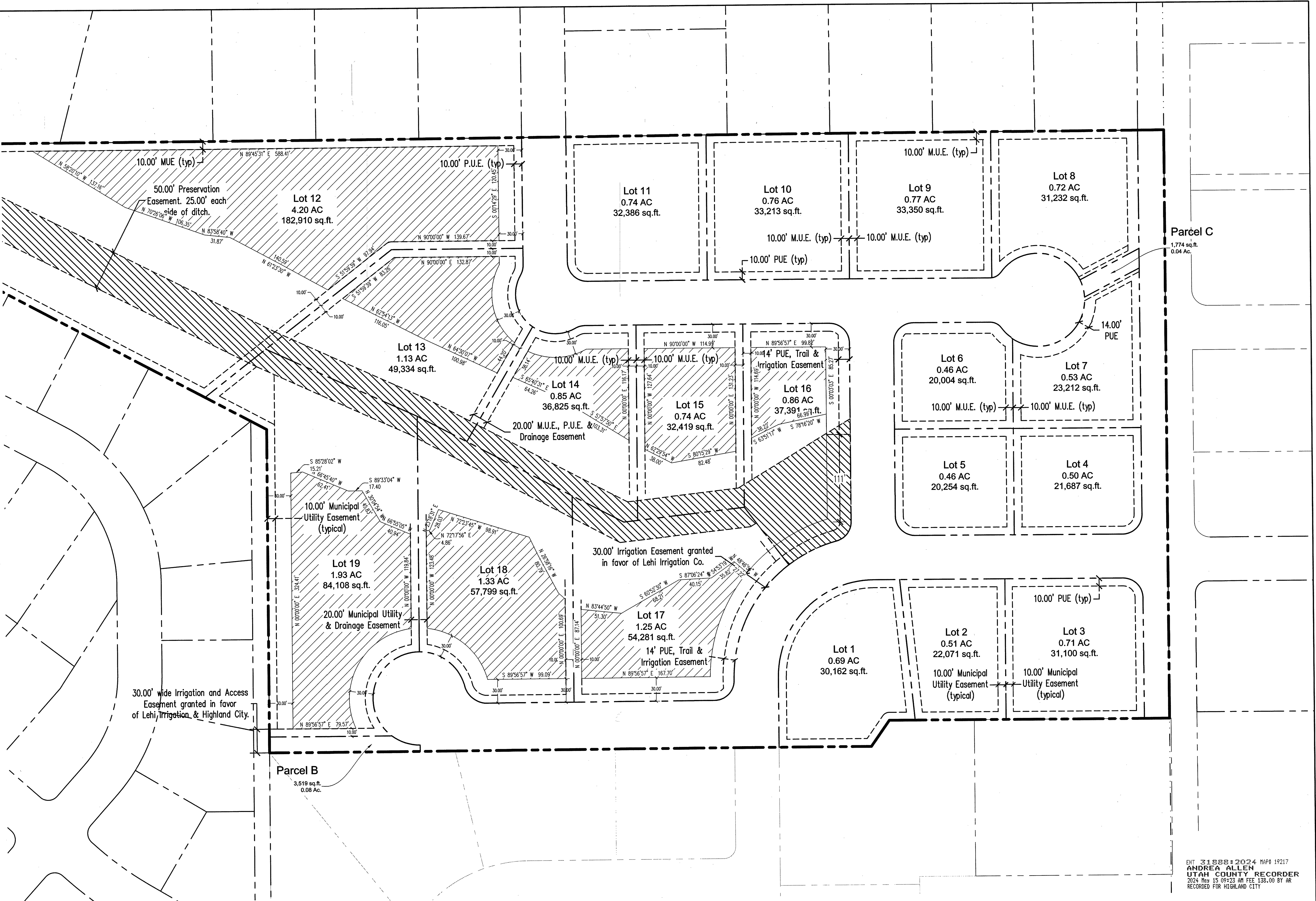
1. No development (homes/accessory structures/etc.) are permitted on slopes greater than 25%. No variance is permitted from this requirement.
2. Lots 3, 4, 7, & 8 shall have no vehicular access off 6400 West Street.
3. Parcels A, B, and C, dedicated to Highland City for municipal purposes, including irrigation, utility, access, and public trail purposes.
4. Landscape Areas adjacent to 6400 West Street are to be maintained by adjacent lot owners for Lots 3, 4, 7, & 8.

Sensitive Lands Note:

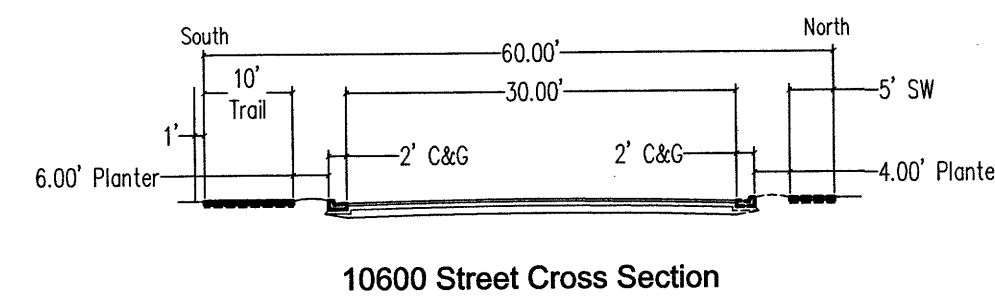
5. Highland city ordinances restrict development, grading, filling and construction on sensitive lands and slopes. No development (homes/accessory structures/pools/etc.) Are permitted on slopes greater than 25%, the slope set back area, or on areas are outside of designated buildable areas. No variance is permitted from this requirement. Slope areas being disturbed/exposed/alterd as part of development will require re-vegetation and quality topsoil retained and reused. After alteration and re-vegetation, lot owners are prohibited from defoliating vegetation and re-grading slopes.
6. A site-specific evaluation for lots 5, 6, 12 - 19 is required to be completed by the Geotechnical Engineer of record at the time of building footing excavation and footing preparation.
7. Each lot is to conform to recommendation and requirements of final Geotech report including requirements as to vegetation, range provisions, and limiting water on slopes. Recorded on 10 day of May, 2024.
8. All fencing must meet City fencing height, opacity, and setback requirements. Fences along interior trail corridors, including trails between Lots 7 and 8, may be a maximum of 4' solid white with at least the top 2' at least 55% open. Fencing must be entirely on private property, including footings.
9. Each lot in this subdivision is to provide an individual lot grading plan prior to the issuance of a building permit.
10. Each Lot will maintain individual storm water on site and not drain onto neighboring properties.

Subdivision Plat Notes:

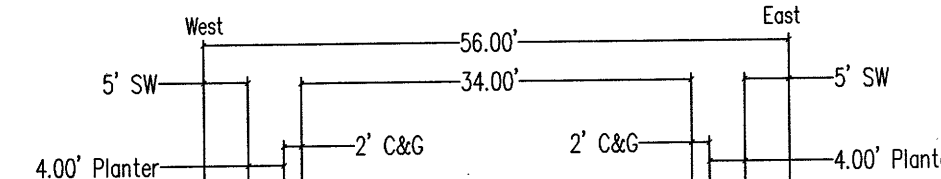
1. Municipal Utility Easement (MUE) are dedicated to Highland City and include permitted uses as per Utah Code annotated 10-9A-103(40) and Highland City Development Code.
2. The Public Utility Easement (PUE), Municipal Utility Easement (MUE), and sidewalk easement corridor as hereon shown shall include the right of utility placement in conformance with Highland City utility franchise agreements and State of Utah Code governing public utility easements. Highland City is granted the right for construction, placement, maintenance, replacement, and other incidental appurtenant parts thereto for city utility and active transportation facilities including street signage, street lights, placement of sidewalks and other forms of active transportation facilities. Easement rights defined hereon shall include reasonable access to the grantor's property for the allowable purposes.
3. Building setbacks shown hereon represent the zoning regulations at the time of plat approval. Building setbacks will be enforced by City officials as per the city ordinances and codes in place at the time of building permit issuance.



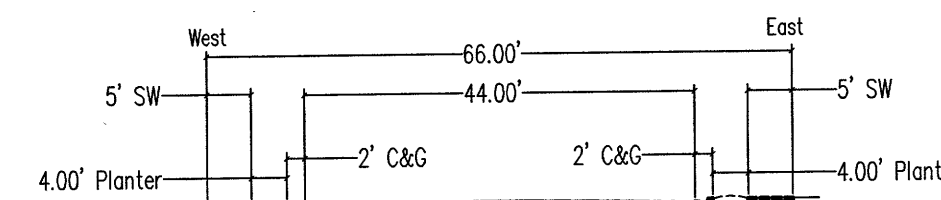
ENT 31888:2024 MAP# 19217
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 May 15 09:23 AM FEE 138.00 BY AR
RECORDED FOR HIGHLAND CITY



10600 Street Cross Section

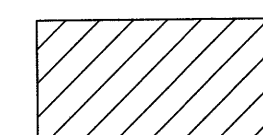


Local Street Cross Section
(See city standard dwg ST-01)



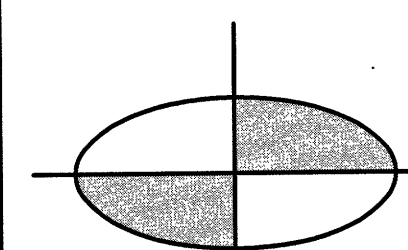
6400 West Street Cross Section
(See city standard dwg ST-01)

Note:



BUILDING AREA

The purpose for Sheet 2 of 2 is to identify and describe the buildable area for the Lots adjacent to the existing ravine.



Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

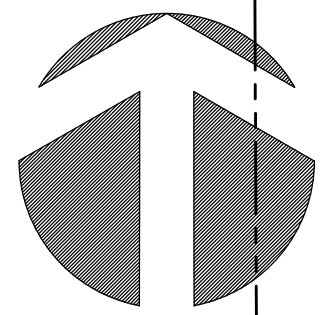
19217.062

Sheet 2 of 2 Sheets

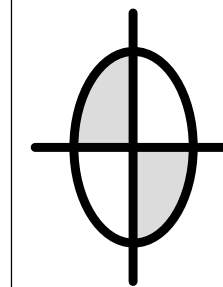
Foxwood Estates Subdivision

ENTRY No. _____
STATE OF UTAH COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ MAP _____

Fee _____ COUNTY RECORDER _____



NORTH
1" = 50'



DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Apple Creek Estates

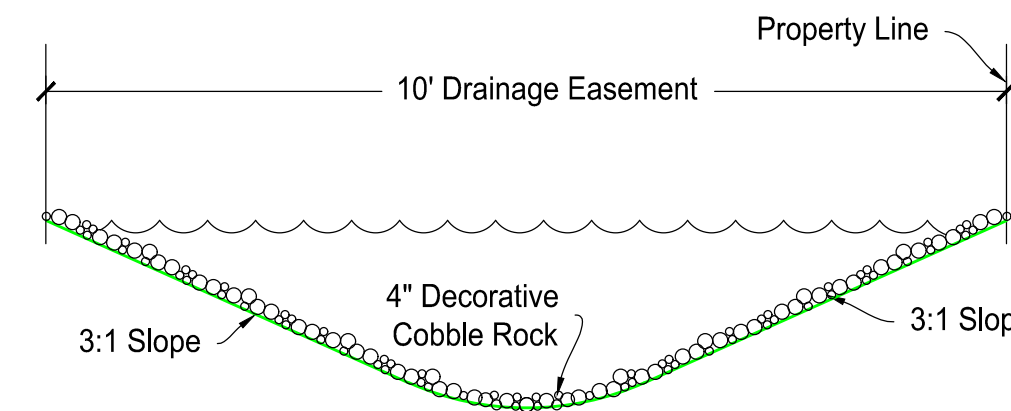
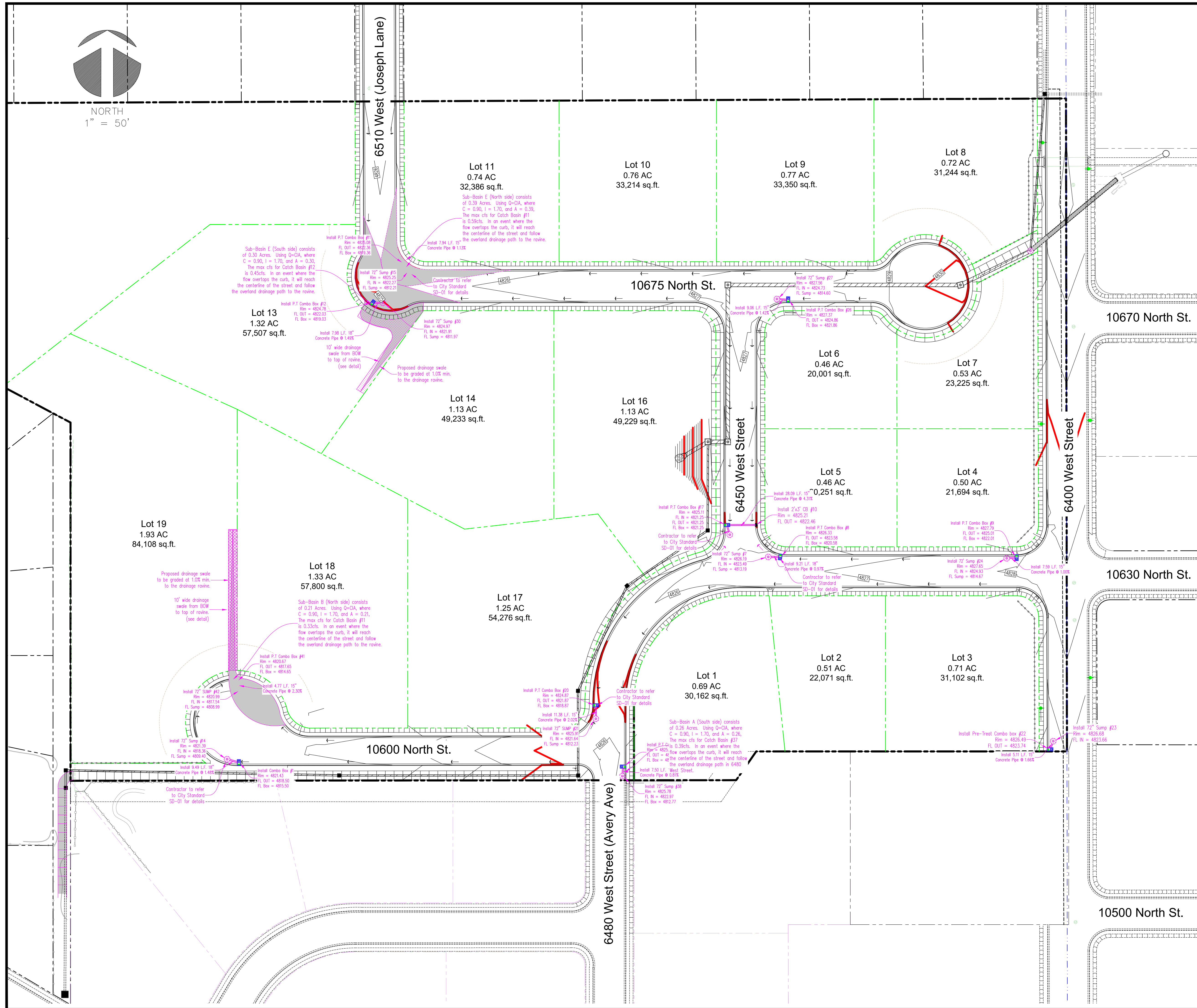
Grading and Drainage Plan

Highland

Revisions

Date
8-28-2024
Scale
1" = 30'
By
TD
Tracing No.
L - 14816

Sheet No.
C - 16



Drainage Swale Detail
Lots 13 & 20

CAUTION!!! Notice to contractors

The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and where possible from measurements taken in the field. The information is not to be considered exact or complete. The Contractor must notify the utility location center at least 48 hours prior to any excavation to request the exact location of the utilities in the field. It shall be the responsibility of the Contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plan.

Know what's below. **811**

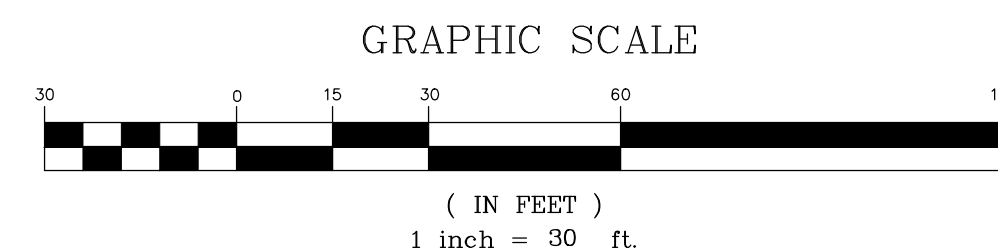
Call 811 before you dig.

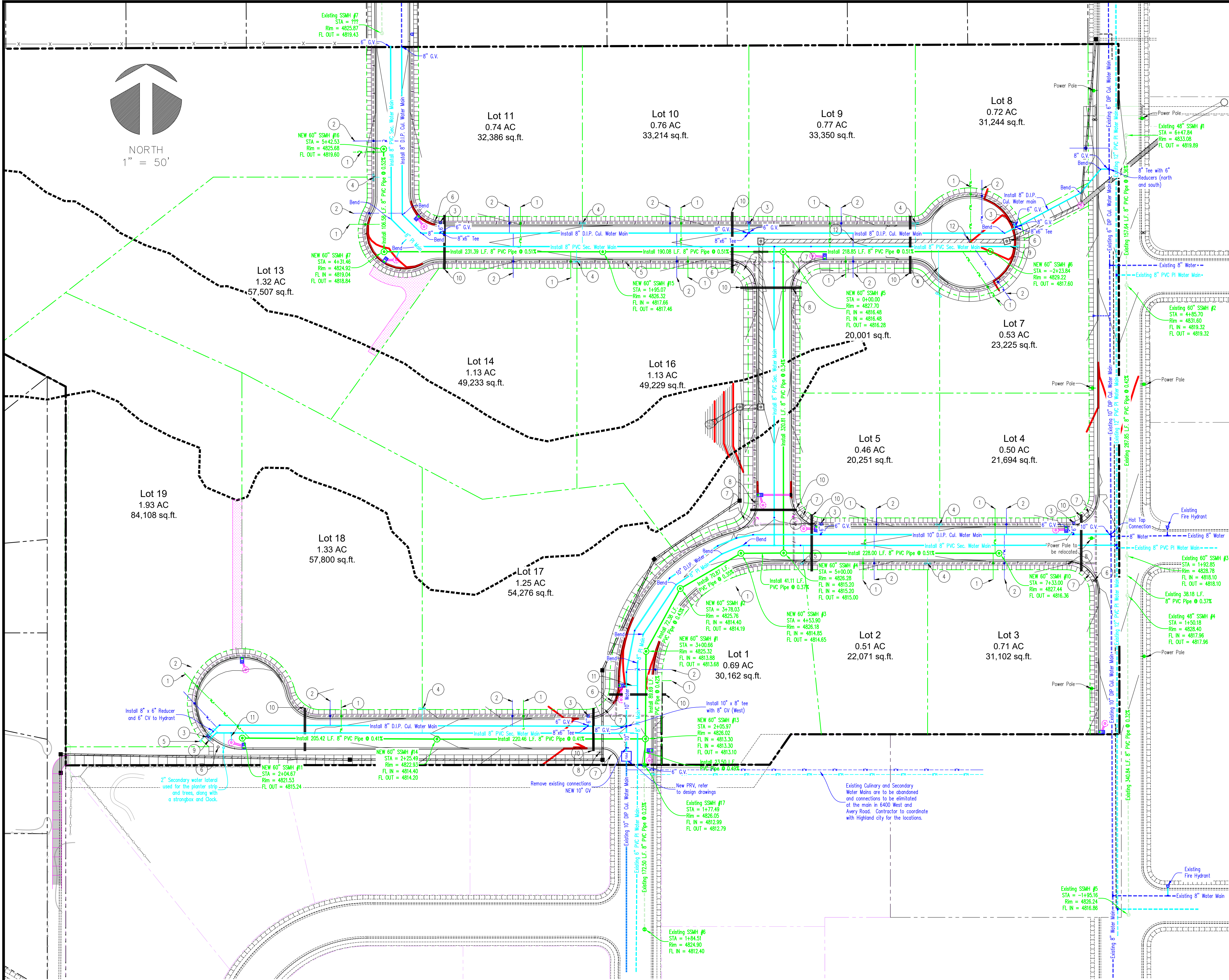
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

Note:

Source information from plans and markings has been combined with observed evidence of existing utilities to develop a view of those underground utilities. However lacking excavation, Blue Staking, etc. the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

Prior to construction, the plumbing plans must be coordinated with the the engineer the final design locations for, Roof Drain locations, sewer lateral locations and sizing, water meter and water service lateral locations, power and gas locations. Any discrepancies with the approved plans are to be reported to the design engineer.





- KEYED NOTES:
- 1 NEW 4" sewer lateral with cleanout stubbed 10' beyond the back of sidewalk. (City Standard # SS-01)
 - 2 NEW 1" water service lateral with 1" water meter stubbed 10' beyond the back of sidewalk. (City Standard # DW-01).
 - 3 NEW Fire Hydrant assembly. (City Standard # DW-03)
 - 4 Double irrigation lateral with boxes, stubbed 3' beyond the back of sidewalk. (City Standard # PI-01). All laterals are to be installed as to drain back to the main line.
 - 5 Single irrigation lateral with box, stubbed 3' beyond the back of sidewalk. (City Standard # PI-02). All laterals are to be installed as to drain back to the main line.
 - 6 Proposed Residential street light (PER CITY STANDARDS).
 - 7 ADA RAMP (PER CITY STANDARDS)
 - 8 STREET/YIELD SIGN/STOP SIGN (PER CITY STANDARDS)
 - 9 Secondary Water Main end of line drain. (PER CITY STANDARD PI-05)
 - 10 Install Conduit Bank per City Detail U-02.
 - 11 PI Drain. (See City Standard PI-05)
 - 12 Install water service lateral over 48" irrigation pipe, with a MUNIPEX (blue) Pre-insulated water service pipe.

Note:

All culinary water mains less than 12" in diameter are to be C350 Ductile Iron Pipe.

All Secondary water main are to be C900 PVC Pipe.

All PI services must drain back to the main.

All PI mains must drain back to connection points or designated drains.

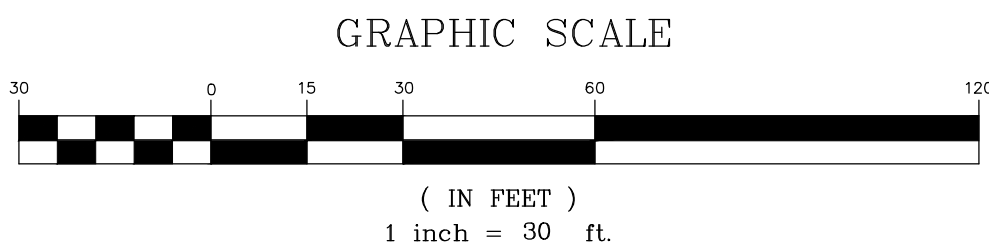
All Fire Hydrants are to match city standard # DW-03

All Culinary Water Mains are to meet city standard 4.02-B (DIP)

Note:

Source information from plans and markings has been combined with observed evidence of existing utilities to develop a view of those underground utilities. However lacking excavation, Blue Staking, etc. the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

Prior to construction, the contractor is to coordinate the utility locations, size, and condition for connection. Any discrepancies are to be reported to the design engineer.



CAUTION!!! Notice to contractors

The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and where possible from measurements taken in the field. The information is not to be considered exact or complete. The Contractor must notify the utility location center at least 48 hours prior to any excavation to request the exact location of the utilities in the field. It shall be the responsibility of the Contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plan.

Know what's below. **811** before you dig.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Foxwood Estates
Utility Plan

Revisions

Date
8-28-2024
Scale
1" = 50'
By
TD
Tracing No.
L - 14816

Sheet No.
C - 6



CITY COUNCIL AGENDA REPORT

ITEM #3c

DATE: September 17, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Erin Wells, City Administrator, Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Alpine Highway Fence - Program Terms and Fence Material
TYPE: General City Management

PURPOSE:

The City Council will consider modifying the approved Alpine Highway Fence Reimbursement Program and selecting a fence material.

STAFF RECOMMENDATION:

Staff recommends Council consider the status and potential impacts of the Alpine Highway Fence Reimbursement Program and provide direction to staff on any amendments the Council deems appropriate to the terms and conditions for the Program.

PRIOR COUNCIL DIRECTION:

After several months of consideration, on July 2, 2024, the City Council approved a reimbursement program to replace the private theme wall along Alpine Highway. On August 20, 2024, the terms of that program were amended by Council. The current terms of the program Council approved are:

- \$240,000 reimbursement grant over 3 fiscal years (FY25, FY26, FY27)
- \$80,000 available each fiscal year
- \$50.00 per linear foot reimbursement
- No property clustering required
- Resident required to repair damage to city/UDOT property.

Council has considered a number of fence materials for the fence replacement. Both vinyl and foam-core were previously rejected due to potential durability concerns. Precast concrete was also previously rejected due to concerns with the extensive damage to the City's parkway detail. On August 20, Council instructed staff to obtain bids for a concrete masonry or block type fence with the thought that it would be as durable as precast concrete, but less damaging to the City's parkway detail.

BACKGROUND:

Based on recent Council direction, staff is bringing this item back for consideration on the fence material type. Four options are detailed below for Council consideration and direction. Staff understands there may also be interest from some Council members in conducting a preference survey of the 31 impacted homes once full costs of all options are known.

CMU/Cinderblock

Since the previous Council meeting where this was discussed, staff has sought bids for a CMU type fence. As of the time of this posting, staff has not been able to obtain a bid as multiple contractors have been unresponsive. We are still working with two contractors and will share any bid information we do have with Council before the meeting on Tuesday.

Precast concrete

Based on an onsite meeting on August 16, Olympus has provided the following bid for a precast concrete fence:

- Base: \$131.40 per linear foot for installation of the pre-cast concrete fence
- Additional costs:
 - Base Cost may increase if homeowners choose not to cluster due to loss of economy of scale
 - Estimate for the demolition and removal of the existing fence: \$25 per linear foot
 - Estimate for the restoration of the sidewalk and landscaping: \$30 per linear foot
 - UDOT Right of Way Permit (may require relatively minor fee)
- Total estimated **minimum** cost for pre-cast concrete fence: \$186 per linear foot

Based on the previously approved grant terms, the residents would be responsible for this cost, subject to reimbursement by the City up to \$50 per linear foot of installed fence. The reimbursement will not be provided to residents until after residents complete all work, including restoration, which means the residents must be prepared to pay for the full cost of the demolition of the old fence, installation of the new fence, and restoration of all non-resident property.

While this bid has expired, Olympus has committed to honoring it at this time. The attached bid details a panel style that is the same as what an adjacent private property owner already has (who's property the bid was based on). However, Council had previously selected the Ashlar style as their preference. Olympus has verified that changing to a different panel style will not change the price.

Other Fence Material: Trex, Aluminum, etc.

Council could request staff to prepare a text amendment to the [Development Code 3-612](#) to allow for a different type of fence material for theme walls such as a trex or aluminum type material. These materials would likely be able to be installed through the residents' properties with less need for heavy construction equipment, meaning less damage to City/UDOT property and less remediation work and costs. In this case, material durability should be a consideration and staff would recommend a bid first be obtained for the desired material to be sure Council wants to pursue a text amendment.

Replacing or Repairing the Wood Fence

Council could expand the grant program to allow residents to repair and or replace as needed sections of the fence with the existing wood and masonry column material. This material could be allowed as the only option for reimbursement or allowed as an additional option for reimbursement if a resident did not want to or could not afford to replace the fence with the other Council-approved material (e.g., precast concrete). This would be a significant cost savings both in terms of material and restoration costs as the most recent bid staff obtained for this type of work was approximately \$50 per linear foot. Again, material durability should be a consideration for this option. This option may require amendments to the current adopted fence reimbursement program ordinance.

FISCAL IMPACT:

Funding for this expense has not been included in the FY25 budget. As this expenditure was not included in the budget, it will need to be funded by General Fund Fund Balance and will be included as part of mid-year budget adjustments unless otherwise directed by the Council.

MOTION:

Staff has prepared 4 potential motions based on the material options outlined above. Council may modify any as needed, depending on the direction the Council feels is appropriate.

CMU/Cinderblock

I move that City Council direct staff to select the option of [fence material details] with [contractor] for the Alpine Highway fence reimbursement program.

Precast Concrete

I move that City Council direct staff to select the option of Ashlar Sandstone precast concrete with Olympus Precast for the Alpine Highway fence reimbursement program.

Other Fence Material: Trex, Aluminum, etc.

I move that City Council direct staff to obtain a bid for using [fence material] for the Alpine Highway fence reimbursement program.

Replacing or Repairing the Wood Fence

I move that City Council direct staff to amend the Alpine Highway fence reimbursement program to allow for the repair and replacement of the current wood and masonry column material and make any adjustments to Ordinance 2024-22 as needed.

ATTACHMENTS:

1. Precast Bid
2. Precast Type
3. Precast Fence Color
4. Ordinance-2024-22 Repealing and Establishing a Reimbursement Program for Fence Reconstruction



®

Structural & Architectural Precast

Olympus Precast LLC • 16120 S Pony Express Rd #100 • Bluffdale, UT 84065

Phone (801) 571-5041 • Fax (801) 676-0115

Proposal #: QUOTE HIGHLAND CITY PROJECT

To: HIGHLAND CITY
HIGHLAND, UT.

Date: August 16, 2024

Attention: JEFF MURDOCH
801-420-4861
jeff@highlandcity.org

Terms: 50% Down
48% Due upon completion of Installation
2% Due upon completion of Stain.

Project Address: HIGHLAND, UT.

IF PAYING BY CREDIT CARD THERE WILL
BE A 3.5% FEE

CONTRACT DOCUMENTS: The contract documents shall include this Proposal with Exhibits, architectural and structural plans, all shop drawings, diagrams, placement designs, placement designs etc.

Produced, delivered & installed for:

*Based on Olympus drawing
F-4.1 (NON-ENGINEERED 6')

* If project requires site specific engineering this will be done upon award.
Any changes to the above drawing may require changes to the cost.

TOTAL: \$ 65,700.00

This is for the first (3) properties we walked ~500' - per linear foot cost ~\$131.40 per foot

INSTALL FROM DISTANCE TRAVEL: \$ 1,500.00

MATERIALS AND LABOR FURNISHED: As clarified by this proposal as per drawings dated

Panel Style: Durango Dryfit Customer Initial _____

Pillar Style: Durango Dryfit

Caps: Sandstone

Footings:

39 - 2 x 2 x 4 footings as specified in drawings included with this proposal

Precast Panels:

38 - 6' H x 12' L precast concrete panels

Precast Pillars:

39 - 6' H precast concrete pillars

THIS PROPOSAL SPECIFICALLY INCLUDES:

Customer Initial: _____

Production of precast products

Approx. 501 linear feet of precast fence

Precast delivery

Footings:

One mobilization for footing crew with mini excavator and auger (Additional mobilizations will be charged at minimum of \$300.00 each).

Any additional equipment required will carry additional charge (Larger excavator due to rocky terrain)

All footings will not exceed 5" above or below existing grade anything exceeding 5" above will require sonotube and additional costs

Access is needed for a cement truck to pour all footings, if cement truck cannot access, a grout pump will be needed at additional costs

If underground utilities are in the way of footing placement hand digs or vac truck will be needed at additional costs

Potential Additional Costs

*Sonotube is the cost of sonotube and additional concrete - every 6" above grade will cost \$100.00 additional

*Cost of grout pump averages \$1,000.00 per day but can vary depending on location of job.

*Hand digs average \$200 per hole and a vac truck is \$450.00 per hour.

Installation:

One mobilization for installation crew. To be performed using a 12,000 lbs forklift. (Additional mobilizations will be charged \$600.00 each) (Installation equipment required beyond the capacity of a forklift, ie crane, will be at additional expense to purchaser)

Potential Additional Costs

*Crane costs if needed average \$350.00 per hour this is for a 110 ton crane

Stain:

One mobilization for stain crew (Additional mobilizations will be charged at \$200.00 each)

Coloring of precast fence (One base coat and up to three highlight colors. Colors to be selected from Verti-Crete color chart)

(Stain is post applied and requires at least 10' on both sides of the fence in order to stain.) *Note: Stain may be delayed due to weather conditions

THIS PROPOSAL SPECIFICALLY EXCLUDES: (but not limited to)

Customer Initial: _____

1. Removal of footing spoils (excavated dirt)

2. Access must be provided and established, Olympus Precast is not responsible for broken sidewalks, driveways, damage to yards, underground piping or any other damage caused by lack of access.

3. Fees, permits, variances, surveys, set back requirements, codes, or any other compliance are the responsibility of the purchaser.

Olympus Precast is not responsible for determining property lines or locations.

4. Grading and elevations - must be done before arrival of footings crew.

5. Patching of chips caused by other trades.

6. Cleaning of mud or dirt left on street from wet conditions due to installation access provided

7. Any precast other than that indicated above.

8. Independent inspection or testing of our product or welding either in plant or in the field.

9. Exterior wall engineering to hold added loads do to precast.

10. Expansion joint material.

11. Sales Tax

12. PERFORMANCE AND /OR PAYMENT BOND.

13. Removal of existing fence or obstacles impeding the work area

14. Traffic control or any other service allowing access to job site

15. Grout Pump

16. Grading prior to and/or after install, Road base(fill), and/or Compaction

17. Any additional labor and/or material necessary to complete fence due to unforeseen obstacles underground or above ground. This includes but is not limited to: extra excavation equipment in addition to the mini excavator, change in depth or shape of footings due to soil conditions (e.g. spread footings), additional work required because of utilities impeding placement of footings (e.g. hand digs), changes to elevations of footings requiring sonotube and/or additional excavation, if an unforeseen condition requires additional

18. Any other service or material that is not expressly included above.

SPECIFICATIONS

All material provided is manufactured according to the plans and/or specifications set forth on the face hereof, and in the absence thereof, according to the Precast/Prestressed Concrete Institute (PCI) Specifications in effect at the time the estimate or proposal underlying this agreement was prepared by Olympus Precast. These specifications are incorporated into this agreement and any agreement entered into between Olympus Precast and the Purchaser arising from or related to the scope of work underlying this agreement. Olympus Precast disclaims any and all liability for applications by others of Olympus Precast's material that deviate from such specifications.

TERMS AND CONDITIONS:

1. Delivery dates will be determined at time of award.

2. Should a performance bond be required it will be at an ADDITIVE cost.

3. This agreement, when duly signed by both parties, supersedes and invalidates any verbal or other prior agreement(s) between the Purchaser and Olympus Precast LLC. (Hereinafter "Olympus Precast"), related to the subject matter hereof. With the exception of increases in the scope of the work or delays in the scheduling of the work, this agreement may only be modified in writing with the approval of both parties, evidenced by the signature of their respective authorized representatives thereon, except that clerical errors herein may be corrected. With respect to increases in the scope of the work or delays in the scheduling of the work, Olympus Precast shall be entitled to modifications to this agreement based upon whether the actual work varies from the work as originally specified or whether there have been impacts upon Olympus Precast due to scheduling adjustments or delays arising from a source other than Olympus Precast's own conduct.

4. Terms and Charges in Terms of payment are as shown on the face of this agreement. Invoices will be rendered upon completion of work, or at the end of each month for work previously completed during that month, whichever date shall be earlier. Unless otherwise stated, Purchaser agrees to pay all charges rendered on such invoices, within thirty (30) days from the date of invoice. Payments not made when due shall be subject to a service charge of 1.5 % per month (18% per annum) , compounding monthly, in addition to the invoice charge. If the Purchaser's account based on this agreement is turned over to be collected by an attorney or collection agent, Purchaser agrees to pay all costs of collection, including reasonable attorney's

fees, regardless of whether a lawsuit is actually commenced or not. The Purchaser shall pay any Federal, State, County or Municipal sales, occupation, or similar taxes, which may be imposed by reason of this transaction, and it is agreed that the contract price shall be increased to include such applicable charges. The contract price is based upon a standard eight (8) hour day and five (5) days per week. Should Olympus Precast be requested to work overtime or other non-standard work week to complete the performance of this agreement; all applicable extra costs, plus 30% for overhead and profit, shall be paid to Olympus Precast by Purchaser, unless Olympus Precast agrees that it has caused a delay in any progress schedule that Olympus Precast previously agreed to.

5. Purchaser will provide adequate level access to the perimeter and interior of structure for Olympus truck and crane to operate under their own power. Sufficient job site storage will be provided for Olympus trailers Olympus anticipates needing a minimum of Five (5) spaces with two (2) of those spaces being within hook reach of the crane and /or forklift access. Additional spaces will be provided upon request if deemed necessary based upon Olympus's sole judgment. Adequate coordination of access into and around structure based upon Olympus's sole judgment is essential and is required as part of this proposal.

6. Olympus Precast will comply with OSHA Safety Standards for Fall Protection.

7. Purchaser shall be responsible for obtaining and paying for all permits and licenses required by any laws or regulations in order to perform this agreement at the location designated herein. Purchaser shall be solely responsible for the design and adequacy of all structural members, foundations, and soil conditions upon which Olympus Precast products may be placed, and Purchaser shall be solely responsible for compliance with local codes, ordinances and laws governing the installations and use of Olympus Precast material.

8. Shipments, deliveries, and erections under this agreement shall at all times be subject to the approval of the Credit Department of Olympus Precast, and may be temporarily or permanently suspended whenever Olympus Precast, in its sole judgment, shall have any reasonable doubt as to the Purchaser's ability or intention to pay for the material or work provided herein. In the event that Olympus Precast has reasonable doubt as to Purchaser's ability or intention to pay , Olympus Precast reserves the right to remove any of its materials or product from the jobsite, unless said product has already been attached to the real property.

9. The Purchaser agrees to keep the area surrounding the job reasonably clear and provide Olympus Precast free access to the job site for the operation of its trucks, cranes, forklifts, and other required equipment. Olympus Precast shall have no obligation to remove any obstructions, but shall be paid all its expenses where delays are occasioned by such obstructions, and delays so occasioned shall automatically extend the completions and delivery schedule set forth herein.

10. This proposal is based on a single mobilization(s) for fork lift/crane and crew. Any additional mobilizations will be an added cost to the contract amount.

11. Where materials are specified to be delivered F.O.B. to the jobsite only, the Purchaser agrees to promptly provide labor, cranes, or other equipment to unload and remove the materials from the trucks, and further agrees to pay Olympus Precast for man hours and equipment expenses for all time at the job site in excess of one (1) hour for each truck.

12. On shipments to be delivered by trucks, delivery will be made as near to the construction site as the trucks can travel under its own power. Purchaser will be responsible for protecting the surrounding areas that will be accessed by Olympus in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, sprinklers, and other installations, that are caused by Olympus in the performance of the work hereunder will not be the responsibility of Olympus Precast and Purchaser hereby agrees to defend and indemnify Olympus Precast from any such damage claims. In the event that any delivery will require a license or permit, Purchaser shall be responsible to secure in advance all necessary permits or licenses to effect such deliveries.

13. Where this proposal includes erection of material by Olympus Precast, the proposed structure shall be accessible to all necessary Olympus Precast erection equipment, including trucks, forklifts and cranes, and operations of this equipment shall not be impeded by piles of construction materials or waste or presence of wires, pipes, poles, fences or framings, or other structures that may interfere with the handling of said equipment and Olympus Precast products. Foundations, other bearing walls, or steel structures shall be prepared true to line and grade by others, and will be level and true before the delivery and erection of Olympus Precast products.

14. The Purchaser shall be responsible for necessary barricades, guard rails and warning lights for the protection of vehicular and pedestrian traffic and Olympus Precast equipment. Further, the Purchaser shall be responsible for furnishing, installing, and maintaining any and all applicable safety devices which are required on this project under U.S. Department of Occupational Safety and Health Regulations (OSHA) for construction and all other safety regulations imposed by the said department and the State and local governmental agencies having jurisdiction over the project. The Purchaser hereby agrees to hold harmless and indemnify Olympus Precast from all penalties imposed upon it as a result of violations of Safety and Health or other laws committed by the Purchaser, general contractor, and other subcontractors.

15. It is expressly understood, unless stated otherwise in this agreement, that shoring, forming, framing, cutting of holes, openings for mechanical trades and other modifications of Olympus Precast products are to be performed by Olympus Precast and are not included in the price of this agreement, unless otherwise set forth on the face hereof.

16. Claims for shortages or defect of Olympus Precast products, materials or failure of performance hereunder must be made in writing immediately upon receipt of materials, on the face of the freight bill by the local agent of the common carrier, or by written notation upon the delivery ticket by Olympus Precast's truck driver at the time of unloading, or within 30 days from when the failure of performance was discovered or should have been discovered through reasonable diligence. Any defective material furnished or other failure of performance by Olympus Precast herein will be resolved by replacement of the defective material within a reasonable time or otherwise corrected as applicable if reported promptly, but it is expressly agreed by the

Purchaser that Olympus Precast shall not be liable for any other claims of any kind or description, including but not limited to special, incidental, or consequential damages, arising out of such defective material or failure of performance by Olympus Precast hereunder.

17. Olympus Precast shall not be responsible for any loss, damage, or delay caused by fire, weather, accident, labor dispute, civil or military authority, insurrection, riot, flood, or any causes or occurrences beyond its control. Delivery dates are not guaranteed, and Olympus Precast shall not be liable for any damages direct or indirect, resulting from delays in shipments where such delays result from delayed receipts of approved drawing, or from any other cause not within the direct or indirect control of Olympus Precast. Olympus Precast shall not be responsible, in any event, for special, incidental, or consequential damages for delay, regardless of the cause of the delay.

18. Any agreed upon schedule or delivery dates will be dependent upon the timeliness of receipt by Olympus of final and completed architectural & structural drawings, and prompt return of signed and approved Olympus Precast shop drawings. Olympus Precast reserves the right to forbear or discontinue work hereunder until approved drawings are received and accepted by Olympus Precast.

19. The Purchaser shall be responsible for any damage to material and products delivered by Olympus Precast after such delivery. Purchaser agrees that Builder's Risk Insurance will be provided without cost to Olympus Precast, insuring and protecting the full replacement value of Olympus Precast's products, materials, and equipment at the site from loss or damage caused by fire or the standard perils of extended coverage, including vandalism and malicious mischief, and Olympus Precast shall be indemnified and held harmless in the event of such a loss, and shall receive any insurance proceeds intended to cover the loss to any of Olympus Precast's products, materials, equipment, or other property. This provision shall in no way excuse Purchaser from liability under this agreement to pay Olympus Precast for service, materials or equipment provided hereunder.

20. In the event this agreement is terminated prior to its completion for any reason, Olympus Precast shall be entitled to the entire contract amount less any amount for materials, service, equipment, or other expense that has not been incurred due to the cancellation or termination of the agreement.

21. Olympus Precast will not accept a contract or purchase order with terminology stating or similar to "Pay if Paid".

22. General Contractor/owner will provide 110 and 220 volt power, water, sanitary facilities, lighting as necessary, and other additional requirements, mandated by OSHA

23. General Contractor/ owner is to provide layout locations for fencing

24. Olympus Precast shall carry workmen's compensation, general liability, and auto liability insurance, and a certificate of such insurance will be furnished upon request. If additional insurance beyond the coverage carried by Olympus Precast is requested, the cost of the same, if available, will be paid by the Purchaser. In addition, the expense of providing performance bonds, payment bonds, and any other such additional insurance or surety coverage shall also be paid by the Purchaser. Notwithstanding anything contained in any contract documents to the contrary, neither Olympus Precast nor its insurance carrier(s) agree to waive subrogation rights with respect to workers compensation or general liability or auto liability claims.

25. The Purchaser agrees to and shall indemnify and hold Olympus Precast harmless from and against any and all damages, loss, costs, and expenses incurred by or claimed against Olympus Precast resulting from any negligent acts or omissions of Purchaser related to the performance of the work required by this agreement. Notwithstanding anything contained in the contract documents to the contrary, Olympus Precast in no way agrees to indemnify, hold harmless, protect, defend or insure any entity from that entity's own negligence.

26. Performance of this agreement is conditioned upon the ability of Olympus Precast to obtain cement, steel, and other applicable raw materials. Olympus Precast shall not be responsible for any delay in performance occasioned by any raw material shortages, or any damages resulting from such delay.

27. Any controversy arising out of this agreement, or the interpretation thereof shall, in Olympus Precast's sole discretion, be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment may be entered upon confirmation of the arbitration award.

28. Olympus Precast warrants the original purchase only, that the services and materials provided by Olympus Precast will be free of material or workmanship defects for the period of 1 (one) year from the date of purchase. Olympus Precast's sole obligation and your exclusive remedy under this limited warranty or any implied warranty shall be the repair or replacement of pieces, without charge, which are defective in materials or workmanship and which have not been misused or damaged subsequent to installation. This warranty excludes any damages caused by anyone other than Olympus Precast and excludes any damage to surrounding property or landscaping resulting in the need for access to perform any repair or replacement provided. Rights under this warranty are conditioned upon receipt in the principal office of Olympus Precast, as indicated above, of written notice of the defective materials or workmanship within the earlier of the period of the warranty stated above or 90 days from when the defect was discovered or should have been discovered through reasonable diligence.

Any implied warranty shall likewise be limited in duration to the earlier of 1 (one) year from the date of substantial completion or 90 days from when the defect was discovered or should have been discovered through reasonable diligence.

In no event shall the Olympus Precast be liable for any incidental or consequential damages, (including but not limited to liability for loss of profits), arising from the sale or use of this product.

29. The agreement resulting from this proposal shall be governed by the laws of the State of Utah, and the venue and jurisdiction for any disputes arising hereunder is agreed to be the Utah state courts located in Salt Lake County, Utah, if Olympus Precast

determines not to have the matter resolved pursuant to the Arbitration Clause contained herein.

30. If acceptance of this proposal is made on anything other than this form, such acceptance shall be subject to the terms and conditions herein, and any different or additional terms and conditions of Purchaser shall be subject to review and acceptance by Olympus Precast.

31. In the event of conflict between the terms and conditions of this agreement and any other agreement between Olympus Precast and Purchaser, the terms of this agreement shall govern, unless the conflict is with the Proposal submitted by Olympus Precast, in which event, the terms and conditions of the Proposal shall govern.

32. **PROTECTION AGAINST LIENS AND CIVIL ACTION.** Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner- occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if and only if the following conditions are satisfied: (1) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (2) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (3) the owner paid in full the original contractor, factory built housing retailer, or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract." (4) An owner who has satisfied all of these conditions may perfect his protection from liens by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing by calling (801) 530-6628 or toll free in Utah only (866) 275-3675 and requesting to speak to the Lien Recovery Fund.

DESIGN:

1. Olympus Precast reserves the right to modify the design to preserve the integrity of the precast panels and to facilitate the most efficient means for production and erection. All such design changes will be subject to the design specifications and approval by the Engineer of Record.

2. Wall panel finish: Exterior finish will consist of a vertical mold form finish. Minor imperfections, such as form lines and bug holes are to be expected in all precast finishes. Products will be produced with common gray cement along with the variations in color common to gray cement.

3. Cracking and minor chipping is an inherent aspect of precast construction. Such panels, pre-stressed or non-pre-stressed, may experience some cracking and chipping

4. When applicable or available Olympus Precast will be provided with all AutoCAD files pertaining to the precast and its Measurements & quantities have been verified by:

JEFF MURDOCH

MISCELLANEOUS:

1. The project shall be constructed in accordance with the contract drawings and documents, within acceptable construction tolerances. Out-of-tolerance conditions will not be the responsibility of Olympus Precast, and any cost incurred by Olympus resulting or arising from a condition that is outside acceptable construction tolerances will result in a change order regardless of whether a change order is formally submitted, requested, or approved.

2. The prices quoted herein are in effect for fifteen (15) days from the date of this proposal. After fifteen (15) days, the prices are subject to change by Olympus Precast . Project delays after award, that are outside of Olympus Precast's control, are likewise subject to change by Olympus Precast in order to compensate Olympus Precast for actual escalating costs of material or labor. Olympus Precast reserves the right, in its sole discretion, to pass along to Purchaser any increases in the costs of the raw materials or energy sources used in the manufacturer or installation of the product being purchased herein, in the event that those increases occur between the time that the original quote is provided to Purchaser and the time that the product is installed or delivered (if installation is not included in the agreement)

4. Production will not commence until the receipt of signed contract and down payment

This proposal is subject to acceptance on or before fifteen (15) days from the date appearing on the face hereof, such acceptance being given by returning a signed copy hereof to Olympus Precast within such period of time.

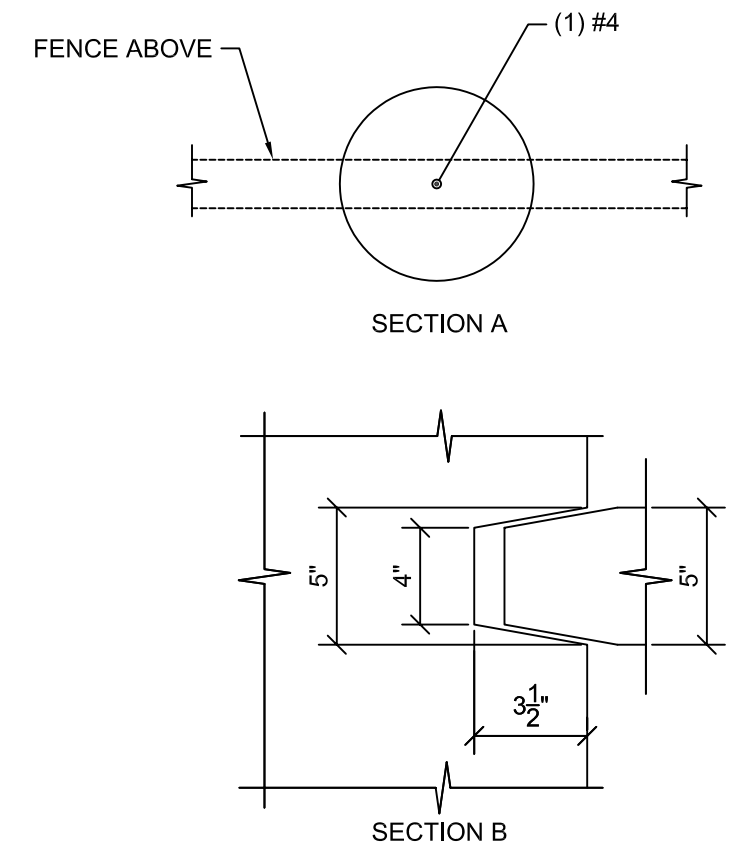
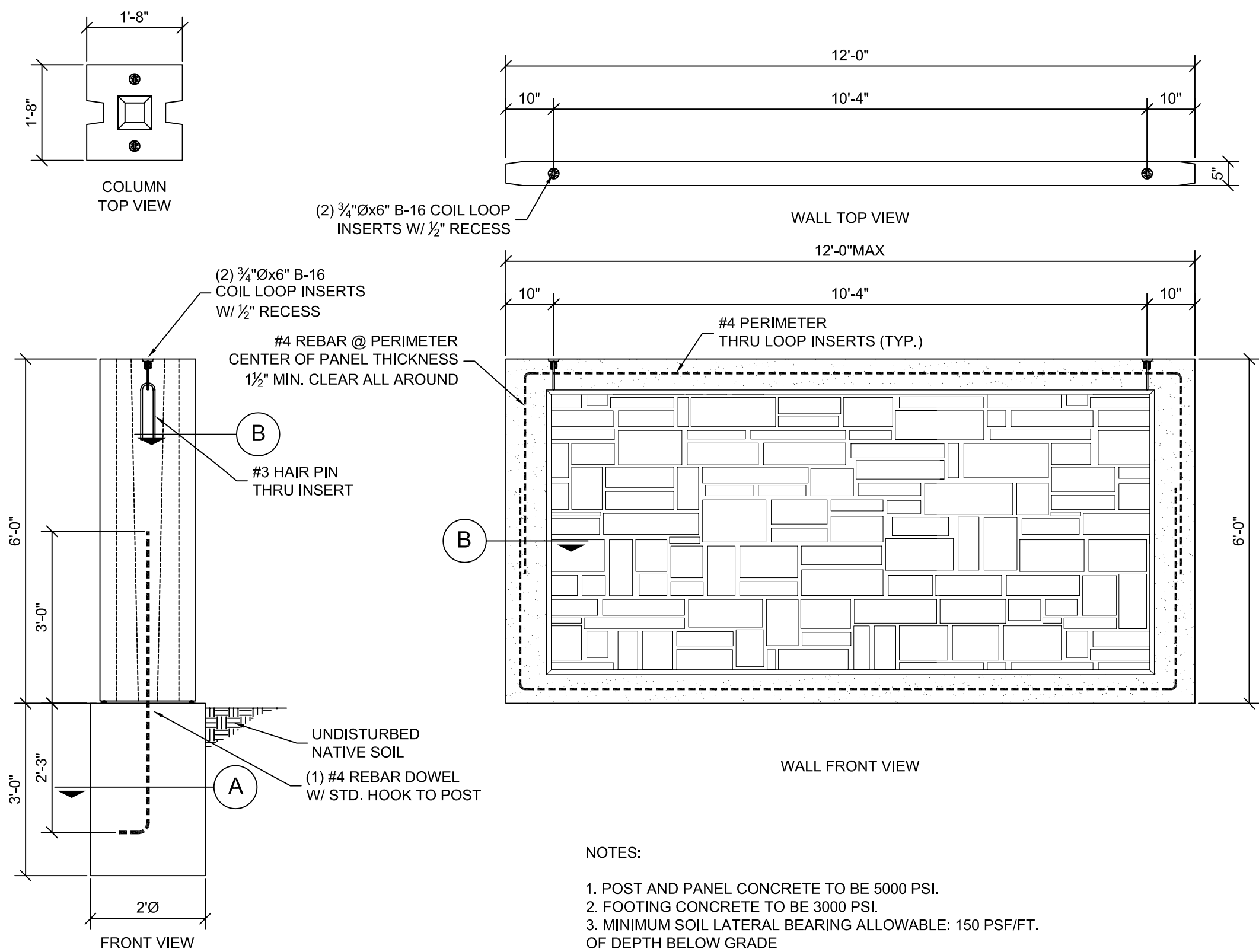
By _____

Salesman: TJ FORD Date _____

Name (Print)	Date
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SCR # or Building Permit #

Title



- NOTES:
1. POST AND PANEL CONCRETE TO BE 5000 PSI.
 2. FOOTING CONCRETE TO BE 3000 PSI.
 3. MINIMUM SOIL LATERAL BEARING ALLOWABLE: 150 PSF/FT. OF DEPTH BELOW GRADE
 4. MINIMUM ALLOWABLE SOIL BEARING PRESSURE: 2000 PSF.
 5. DIMENSIONS MAY BE REDUCED TO FIT PROJECT REQUIREMENTS.
 6. GROUT BETWEEN POST AND FOOTING TO BE 2500 PSI.

TYP. 6' PANEL, PIER & POST	
CONCRETE	
f _c = 5,000 PSI	f' _{ci} = 2,500 PSI
SLUMP: 4"-9"	FPU: N/A
FINISH: PATTERN	MIX: TBD
WEIGHT: 150 LBS. PCF.	AIR: 5%
VOLUME: TBD	SHIPPING WT: TBD
 16500 SOUTH 500 WEST BLUFFDALE, UTAH 84065 PHONE: (801) 571-5041 FAX: (801) 676-0115	
SHEET TITLE:	CHECKED BY:
SOUND WALL	R.B.
DRAWN BY:	SHEET #
J.A.	F-4.1 Page 53 of 73
DATE:	
3-1-10	

Council-Preferred Fence Style and Color



ORDINANCE NO. O-2024-22

AN ORDINANCE REPEALING AND ESTABLISHING A REIMBURSEMENT PROGRAM FOR FENCE RECONSTRUCTION ALONG THE EAST SIDE OF ALPINE HIGHWAY AND RELATED MATTERS

WHEREAS, Highland City may expend public funds for public purposes and benefit;

WHEREAS, a theme wall fence ("**Original Fence**") was installed along Alpine Highway fence by the developers and/or owners of the properties on the east side of Alpine Highway, which Original Fence is privately owned and is to be maintained by the owners of the adjacent property;

WHEREAS, the Original Fence is deteriorating and needs repair or replacement;

WHEREAS, the Highland City Council finds that there is an important aesthetic and placemaking value to have a consistent and well-maintained fence along Alpine Highway, and that replacing the Original Fence will beautify an important entry corridor in Highland City, all of which inure to the benefit of Highland City and its residents;

WHEREAS, the Highland City Council desires to facilitate and assist with the replacement of the Original Fence with a new, high-quality, and attractive fence by establishing a grant program that will reimburse residents who replace the Original Fence with a fence of a type and material approved by Highland City ("**Replacement Fence**");

WHEREAS, the Highland City Council desires to repeal, replace, and supersede the previous reimbursement and replacement fence program adopted as Ordinance 2024-18.

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

SECTION 1. Highland City hereby establishes a grant and reimbursement program ("**Program**") as follows:

- a. Total Funding: \$240,000 over three (3) years (FY 2025, FY 2026, and FY 2027)
- b. Funding Available per Year: \$80,000
- c. Funding Available to Applicants: \$50.00 per linear foot of fencing. Amounts will be paid to applicants as reimbursement of costs after removal of the Original Fence, installation of the Replacement Fence, and completion of all repairs, restoration, and remediation to non-Resident property.
- d. Design and Material: Replacement Fence required to be of the design and material and by the contractor approved by the City Council.
- e. Clustering: No adjacent properties must apply together to qualify for Program.

- f. Damage: Resident will be responsible for costs to repair damage to non-Resident property, including landscaping, sidewalks, sprinklers, trees, and sod. Reimbursement may be withheld to cover such costs, if necessary.

SECTION 2. The Highland City Council directs the mayor, city administrator, and city staff to implement and administer the Program and to create and adopt rules, policies, procedures, and forms to implement and administer the Program.

SECTION 3. Receipt of funds by an applicant through the Program is conditioned on compliance with this Ordinance and all rules, policies, procedures, and forms created and adopted to implement and administer the Program.

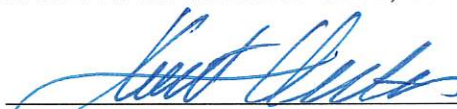
SECTION 4. Nothing in this Ordinance assumes or accepts any ownership, liability, or responsibility by Highland City, its officers, officials, employees, agents, and representatives, of or regarding the Original Fence or the Replacement Fence or any activity related thereto. The Original Fence, the Replacement Fence, any other fence that replaces the Original Fence, and any maintenance, repair, demolition, reconstruction, or other activity related to such fences is the sole responsibility and under the sole control and ownership of the property owner.

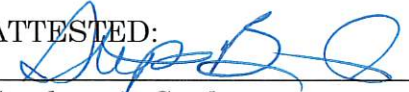
SECTION 5. Nothing in this Ordinance guarantees or may be relied on as confirmation of the availability of funding for the Program. Continuation of the Program requires the appropriation of funds according to the City's budgetary procedures in accordance with governing law and the exercise of the City Council's legislative discretion. The failure to appropriate funds shall terminate the Program.

SECTION 6. This ordinance shall repeal, replace, and supersede Ordinance 2024-18.

SECTION 7. This ordinance shall take effect immediately upon its adoption and publication, in accordance with law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 20th day of August, 2024.


Kurt Ostler
Mayor

ATTESTED:

Stephannie Cottle
City Recorder



COUNCILMEMBER

Brittney P. Bills
Ron Campbell
Doug Cortney
Kim Rodela
Scott L. Smith

YES	NO
	☒
☒	
☒	
☒	
☒	



CITY COUNCIL AGENDA REPORT

ITEM #3d

DATE: September 17, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Erin Wells, City Administrator
SUBJECT: Naming of the New Park
TYPE: General City Management

PURPOSE:

The City Council will consider and decide on what name to select for the new park located at the corner of 5600 West 10400 North.

STAFF RECOMMENDATION:

Staff recommends Council consider the history and intent of this park and select an appropriate final name for the park.

PRIOR COUNCIL DIRECTION:

Council previously planned on running a community fundraising campaign to help decide on the name of the new park. That was not able to take place due to logistical complications. Council has since indicated their intent to finalize the name of the park before the phase II opening in late 2024.

BACKGROUND:

In December 2008, Highland City obtained the 17 acres of park property located at the corner of 5600 West 10400 North. The City's General Plan designates the space as an athletic complex with a large service area. There have been a variety of plans for the park since that time, all of which have included a number of sports-type amenities. In late 2020, the City began working on updated designs to the park and, in early 2022, construction began on the park as it is designed today. In November 2023, the City held an opening ceremony for phase I of the park, and the current timeframe is for phase II to be ready to open late 2024. Phase II will complete the major park amenities, and as such it is appropriate to finalize the name of the park for that opening.

Staff is aware of two names the Council is considering for the Park. Below are some points Council may consider when deciding between the two.

Mountain Ridge Park

- This is the name the park has formally and informally been called since at least 2008. It is in the General Plan, has been on all recent construction documents, has been used in City Council meetings, and has been internally and externally used by City staff in discussions, communications, files, and advertising. Google maps has labeled the park as Mountain Ridge Park and Mountain Ridge Pickleball Park and Adams All Abilities Playground.
- It is the name of the development directly south of the park.

- It is the name of the Junior High located directly east of the park.

Highland Family Park

- This is an endearing and inclusive name that ties the City name to the Park.
- It has no ties to nearby landmarks which will clarify that the park is not owned by the subdivision, nor school.

There may be other names the Council may want to consider as well that staff is not aware of.

FISCAL IMPACT:

The backing of the sign that has already been installed was designed for up-to 34 characters (2 lines of 17). If the name is longer than that, there may be additional costs for the redesign and mounting of the sign backing. Otherwise, staff does not anticipate any additional hard costs based on the Council's final selection of the name.

MOTION:

I move that City Council direct staff to finalize the name of the new park located at 5600 West 10400 North as [park name].

ATTACHMENTS:



CITY COUNCIL AGENDA REPORT

ITEM #3e

DATE: September 17, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Erin Wells, City Administrator
SUBJECT: Contract Authorization with DLS Consulting, Inc.
TYPE: General City Management

PURPOSE:

The City Council will consider a contract with DLS Consulting, Inc. for consultant services focused on grant and legislative support for a one (1) year term.

STAFF RECOMMENDATION:

Staff recommends Council consider the proposed contract and potential benefits of renewing the contract with DLS Consulting, Inc. (formally contracted under Legislative Executive Consulting, LLC.)

PRIOR COUNCIL DIRECTION:

In September 2022 and again in September 2023, City Council authorized an annual contract with David Stewart's consulting firm. The Fiscal Year 2025 budget previously approved by Council funds a continuation of this contract.

BACKGROUND:

During his contract in Fiscal Year 2023, Mr. Stewart was successful in assisting the City in obtaining a \$1,000,000 grant that assisted in well rehabilitation in our culinary water system. In Fiscal Year 2024, Mr. Stewart again assisted the City in obtaining a \$1,000,000 grant for our culinary water fund that the City will use for the addition of three pressure reducing valves (PRV's) throughout our City and to prepare the last two wells for chlorination.

In discussing additional needs and grant possibilities throughout the City, staff and the Mayor have asked Mr. Stewart to target obtaining grant funding to help with the City's portion of the costs for the roundabout addition at the corner of 11800 North and Highland Boulevard with the impending DR Horton development in Lehi. Initial estimates for Highland's cost for this project are \$900,000. The current year budget has half (\$450,000) budgeted towards that expense in Roads Capital Fund, 41-40-79, Road Project Matching. The rest has not yet been funded based on the uncertainty of the timing of the project and wanting to seek grants for the project. If the City were not able to obtain grants and all the costs were to be incurred this fiscal year, the City would need to plan for a budget adjustment and consider using fund balance as this is a one-time major expense.

Some likely legislative issues Mr. Stewart could continue to assist the City in the 2025 Legislative Session include state oversight of land use and potential parameters around Transportation Utility Fees.

FISCAL IMPACT:

The cost of the contract with DLS Consulting, Inc. is \$100,000. Funding for this expense is included in the Culinary Water Fund GL 55-40-31, Engineering & Professional Services within the FY25 budget. The intent is that the Fund that Mr. Stewart is able to obtain grant money for pays for the cost of his services, Thus, if Mr. Stewart is able to receive funding for the Highland Boulevard roundabout, staff would bring back a budget adjustment where the charges for his services for this contract are moved likely into the Roads Capital Fund.

MOTION:

I move that City Council approve a contract with DLS Consulting, Inc. in the amount of \$100,000 and authorize the Mayor to sign the contract.

ATTACHMENTS:

1. Proposed Contract

CONSULTING AGREEMENT

This Consulting Agreement (this “*Agreement*”) is entered and effective this 1st day of October 2024, by and between Highland City (“*Client*”) with principle offices located at 5400 W. Civic Ctr. Drive, Highland, UT 84003 and DLS Consulting, Inc. with principle offices located at 11671 Granite Flats Rd., Highland, UT 84003 (“*Consultant*”).

(1) SCOPE OF WORK. Consultant is knowledgeable in work to be performed by Consultant. The Scope of Work to be performed by Consultant is set forth in *Exhibit A* to this Agreement incorporated herein by this reference. This Agreement may be amended only by written instrument signed by both the authorized representatives for Client and the Consultant. Consultant is an independent contractor with respect to the work provided to Client.

(2) AUTHORIZATION TO PROCEED. Execution of this Agreement by the authorized representatives of Client and Consultant will serve as authorization for the Consultant to proceed with the services called for in this Agreement.

(3) PAYMENT OF FEES. Consultant shall invoice Client for services performed for Client under this Consulting Agreement at the rates specified in *Exhibit A*. Each invoice shall be itemized and have an invoice number. Consultant will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker’s compensation insurance coverage; and will make all appropriate unemployment tax payments. All payments due to Consultant are due 15 days from date of Client’s receipt of invoice. Consultant shall not invoice more frequently than once per month.

(4) OWNERSHIP OF DOCUMENTS. All documents including notes, drawings, and reports generated by the Consultant under this Agreement are the property of Client. Any reuse by Client without written authorization from the Consultant will be at Client’s sole risk and without legal or liability exposure to the Consultant. Consultant may not use the work product for any other client or purpose without the express written consent of Client.

(5) CONFIDENTIALITY Consultant acknowledges that it will have access to Client information that is confidential and proprietary including, without limitation, the existence and terms of this Agreement and any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of Client, its Affiliates, or their suppliers or customers, in each case whether spoken, printed, electronic, or in any other form or medium (collectively, the “***Confidential Information***”). Consultant agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Client in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the services Consultant is required to perform hereunder. Consultant shall notify Client immediately in the event it becomes aware of any loss or disclosure of any Confidential Information. If Consultant makes a disclosure contrary to the provisions of this Section, Client shall have the right, without prejudice to any other rights or remedies it may have hereunder or otherwise, to terminate this Agreement effective immediately upon notice to Consultant. This obligation shall be of a continuing nature

and shall survive the expiration, suspension or termination of the Agreement. In the event Consultant is compelled by law or judicial or administrative process to disclose any such Confidential Information, it shall give prior notice of such disclosure to Client and shall cooperate with Client's efforts to avoid or minimize the extent of the required disclosures. Client shall be entitled to seek injunctive relief for any violation of this Section. Confidential Information shall not include information that: is or becomes generally available to the public other than through Consultant's breach of this Agreement; or is communicated to Consultant by a third party that had no confidentiality obligations with respect to such information.

(6) CONFLICT OF INTEREST. Consultant agrees to advise Client prior to undertaking services for any other company whose interests are known, or could reasonably be believed to be, adverse to the interests of Client.

(7) INDEMNITY. Consultant will indemnify, defend and hold harmless Client and its agents, directors, officers and employees from and against all suits, losses, damages, causes of action or claims (including attorneys' fees and costs) arising from Consultant's breach of any obligation in this Agreement or any error, omission or negligent act of Consultant or any person employed by Consultant or acting on Consultant's behalf. Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Consultant.

(8) TERM. The term of this Consulting Agreement shall be for the base period stated in *Exhibit A*. This Agreement shall terminate at the end of the base period unless Client extends the term of the Agreement in writing.

(9) NOTICES/APPROVALS. All notices and approvals required under or because of this Consulting Agreement shall be in writing and shall be deemed given when sent to each party's authorized representative as follows:

Client

Highland City
Attn: Erin Wells
5400 W. Civic Center Drive Ste. 1
Highland, UT 84003
Telephone: 435-850-2450
Email: erin@highlandcity.org

Consultant

DLS Consulting, Inc.
David Stewart, President
11671 Granite Flats Rd.
Highland, UT 84003
Telephone: (801) 910-3936
Facsimile: (801) 763-8160

(10) CHOICE OF LAW AND REMEDIES. This Consulting agreement is made and shall be enforced pursuant to the laws of the State of Utah. The parties agree that monetary damages alone would not be sufficient remedy for any breach of this Agreement and each party, in addition to monetary damages, shall be entitled to specific performance and injunctive relief as remedies for any such breach. Additionally, the prevailing party in any judicial proceeding shall be entitled to recover from the other its/his/her reasonable costs and expenses, including attorney's fees. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

(11) EQUAL OPPORTUNITY. Consultant shall comply with Equal Employment Opportunity as provided by Executive Order 11246.

(12) SEVERABILITY AND SURVIVAL. Should any part of this Consulting Agreement be found to be void, voidable or unenforceable, such void, voidable or unenforceable provision shall be deemed severed from this Agreement and shall not affect the remainder of this Agreement. The provisions of Sections 4, 5, 6, 7, 10, and 12 shall survive the termination of this Agreement for a period of one (1) year from any such termination.

(13) ASSIGNMENT. Client shall have the right to assign this Consulting Agreement to its successors or assigns and all covenants and agreements hereunder will inure to the benefit of and be enforceable by or against its successors or assigns. The rights and obligations of Consultant under this Agreement are personal to Consultant, and no such rights, benefits, or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

This Agreement entered as of the date written above.

Client

Consultant

DLS Consulting, Inc.

Print Name: _____
Title : _____

Print Name: _David Stewart_____
Title: _President_____

Exhibit A

Scope of Work to Be Performed

1. Scope of Work. Consultant shall perform the following services as requested by Client:

- A. Consultant will work with client to identify funding for a road project selected by client.
- B. Consultant will work with client during the 2025 legislative session on policy issues the city and client identify as a priority.
- C. Consultant shall advise client on legislative issues.

2. FEES

A retainer of \$100,000 will be paid in monthly installments of \$8,333.33 upon the receipt of invoices.

3. TERM

This Agreement shall be effective from October 1, 2024 through September 30, 2025. The length or terms of the contract can be extended or amended with agreement from both parties.



CITY COUNCIL AGENDA REPORT

ITEM #4a

DATE: September 17, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Jay Baughman, Assistant City Administrator/Community Development Director
SUBJECT: Resident Survey
TYPE: General City Management

PURPOSE:

The City Council will review and give feedback on the draft questions to be asked in the 2024 Resident Survey.

STAFF RECOMMENDATION:

Council review and give feedback on the draft questions attached.

PRIOR COUNCIL DIRECTION:

In the August 20, 2024 Council meeting, Council and staff discussed the upcoming survey. Council and staff members have since submitted feedback and ideas for the survey that staff have incorporated into this draft.

BACKGROUND:

Since 2016 (skipping 2023), Highland City has distributed an annual Resident Survey to receive feedback from residents on a number of topics. This information helps City elected officials and staff in their decision-making regarding important projects such as the upcoming budget and general plan update.

The survey will be distributed in a physical version through the mail and electronically through our various communication channels. Staff will strongly encourage responses online as the coding and analysis is a much quicker and an easier process. Each Highland adult will be encouraged to fill out a survey. The survey will ask for addresses to allow for staff to confirm that respondents are Highland residents. The electronic version will have a mechanism in place to try to prevent an individual from filling out the survey multiple times. The intent is to send the survey out as quickly as possible with a due date no later than the end of October.

FISCAL IMPACT:

It is anticipated that the total hard costs for running the survey will be less than \$2,000. These costs should be able to be absorbed into either the Administration or Council budget within the General Fund.

MOTION:

Not applicable. This item is for discussion purposes only.

ATTACHMENTS:

1. 2024 Draft Question List

Potential Draft Survey Questions

1. Please rate the following City services. Mark one oval per row.

	Poor	Fair	Good	Excellent
Arts Council				
Building, Field, or Pavilion Rental				
Building Permitting				
Business Licensing				
Cemetery Arrangements				
City Library				
Code Enforcement				
Communication with Residents				
EMS/Paramedic Services				
Garbage/Recycling				
Highland Fling				
Natural Vegetation Open Space Maintenance				
Police Traffic Enforcement				
Quality of Parks				
Quality of Trails				
Road Maintenance/ Quality				
Snow Removal				
Utility Billing				

2. Please rate the following personnel groups on their overall job performance. Mark one oval per row.

	Poor	Fair	Good	Excellent
Elected Officials				
Fire/EMS Staff				
General City Staff				

Library Staff				
Police Staff				
Public Works Field Staff				

3. What are the TOP 3 priorities should Highland City focus on during the next two years?

Select up to three.

- ☐ Addressing Issues with Open Space
- ☐ Creating Recreation Programs
- ☐ Developing New Parks and Trails
- ☐ Economic Development
- ☐ Improving and Repairing Roads
- ☐ Improving Existing Parks and Trails
- ☐ Improving Public Safety
- ☐ Increased Communication and Transparency
- ☐ Increased Communication on City Finances
- ☐ Staff Recruitment and Retention
- ☐ Water Conservation
- ☐ Zoning Changes to Allow Senior Communities
- ☐ Zoning Changes to Allow Smaller Lots,
- ☐ Apartments, Condominiums, Townhomes, etc.
- ☐ Other: _____

Commented [JB1]: These questions are not specific enough to be helpful. Is there a better way to ask these?

4.3. Would you support the City raising property taxes for the following categories?

Mark one oval per row.

	Definitely Not	Probably Not	Probably	Definitely
Bonding for the cConstruction and operation of a recreation /fitness center				
Operation of a recreation/fitness center				
Keeping up with inflation in operations and personnel costs				
New trail construction and ongoing maintenance				
Keeping up with growth and inflation of library costs				
Raise wages for police officers and fire fighters to help with recruitment and retention	-	-	-	-
Re-landscaping of natural vegetated Open Space areas and trail corridors	-	-	-	-

5.4. Would you support the City raising the Public Safety Fee for the following categories?

Mark one oval per row.

	Definitely Not	Probably Not	Probably	Definitely
Raise wages for police officers and fire fighters to help with recruitment and retention				
Increase staffing levels of police and fire departments				

6.5. If the property at the northwest corner of SR 92 and 6000 West (commonly called the "longhorn property") were to develop, what would you like to see there? (Check all that apply)

- ☐ Approximately 1-acre lot single family residential (R-1-40 zoning)
- ☐ Approximately ½ acre lot single family residential (R-1-20 zoning)
- ☐ Smaller than ½ acre lot single family residential
- ☐ Multi-family housing such as townhomes or twin-homes
- ☐ Multi-family housing such as apartments or condominiums
- ☐ Senior housing (age-restricted, higher density)
- ☐ Commercial retail
- ☐ Office space
- ☐ Other

7.6. Accessory dwelling units such as mother-in-law suites are only allowed in Highland if they are attached to the main home. Should City code be updated to allow for accessory dwelling units that are not attached to the main home?

Definitely Not 0 0 0 0 Definitely

8.7. What do you think is the best long-term future for the residential lots along SR 92?

- ☐ All lots should stay residential
- ☐ Only lots near existing commercial areas should be allowed to redevelop into some sort of commercial or office
- ☐ All lots along SR 92 should be allowed to redevelop into some sort of commercial or office.

9.8. If a development was age-restricted for senior housing, should the City deviate from traditional 1-acre lot single family residential (R-1-40 zoning) to allow for any of the following types of housing? (check any that apply)

- ☐ No, the City should not deviate from R-1-40 zoning for senior housing
- ☐ Yes, allow for approximately ½ acre lot single family residential (R-1-20 zoning)
- ☐ Yes, allow for smaller than ½ acre lot single family residential
- ☐ Yes, allow for multi-family housing such as townhomes or twin-homes
- ☐ Yes, allow for multi-family housing such as apartments or condominiums

40.9. Should the City allow large lot owners to create one additional lot on the back portion of their property that is accessed by a private drive (flag lot) so long as the lots meet size and density requirements?

Definitely Not 0 0 0 0 Definitely

44.10. Here is a link to the Citizen Budget Document published by Highland City. How clear and useful did you find the information presented? *Mark one oval.*

Not Clear or Useful 0 0 0 0 Extremely Clear and Useful

42.11. The Highland Library is considering partnering with American Fork and Pleasant Grove Libraries to share catalogues. This would require doing away with late fees and adding a courier system for transporting books between the three libraries. How likely are you or someone in your family to use this service?

Definitely Not 0 0 0 0 Definitely

43.12. Provide your phone number if you'd like to be subscribed to text notifications about city news (this will not be used for identification of your survey response).

44.13. What is your gender as categorized in the US Census? *Mark one oval.*

☐ Female ☐ Male

45.14. What is your age as categorized in the US Census?

- ☐ 19 to 24 years
- ☐ 25 to 29 years
- ☐ 30 to 34 years
- ☐ 35 to 39 years
- ☐ 40 to 44 years
- ☐ 45 to 49 years
- ☐ 50 to 54 years
- ☐ 55 to 59 years
- ☐ 60 to 64 years
- ☐ 65 to 69 years
- ☐ 70 to 74 years
- ☐ 75 to 79 years
- ☐ 80 to 84 years
- ☐ 85 years and over

46.15. What area of Highland do you live in? *Mark one oval.*

- ☐ North of Timpanogos Highway (S.R. 92) and west of Alpine Highway (5300 W)
- ☐ North of Timpanogos Highway (S.R. 92) and east of Alpine Highway (5300 W)
- ☐ South of Timpanogos Highway (S.R. 92) and east of Alpine Highway (5300 W)
- ☐ South of Timpanogos Highway (S.R. 92) and west of Alpine Highway (5300 W)

~~17.~~16. Do you have any children living at home under the age of 19? Mark one oval.

☐ Yes

☐ No

~~18.~~17. If there is any topic regarding Highland City that you would like to comment on, please do so here. If you do not have enough space, please attach additional paper.



CITY COUNCIL AGENDA REPORT

ITEM #5a

DATE: September 17, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Erin Wells, City Administrator
SUBJECT: Central School District
TYPE:

PURPOSE:

STAFF RECOMMENDATION:

Staff recommends....

PRIOR COUNCIL DIRECTION:

On MONTH DD, YYYY, Council approved.....

BACKGROUND:

FISCAL IMPACT:

Single source – budgeted

The cost of this (purchase/service/project) is (amount). Funding for this expense is included in GL (GL account number, account name) within the FY(fiscal year) budget.

Multiple sources – budgeted

The cost of this (purchase/service/project) is (amount). Funding for this expense is included within the FY(fiscal year) budget as follows:

- (Amount) in (GL account number, account name); and
- (Amount) in (GL account number, account name).

Budget adjustment required

The cost of this (purchase/service/project) is (amount). Funding for this expense (was not included in the FY(fiscal year) budget/was included in the FY(fiscal year) budget under GL (GL account number, account name) at an amount of (amount)). As (this expenditure/the cost increase) was not included in the budget, it will need to be funded by (funding source) and will be included as part of the (mid-year/final) budget adjustments unless otherwise directed by the Council.

MOTION:

I move that City Council...

ATTACHMENTS: