



HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, October 19, 2021

***amended Monday, October 18, 2021**

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 Rod Mann

Invocation – Council Member Timothy A. Ball

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 *(5 minutes)*

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

a. Approval of Meeting Minutes *Administrative*

Regular City Council Meeting – September 7, 2021

b. Purchase Contract: 5401 West Pebble Lane *Administrative*

The City Council will consider a Real Estate Purchase Contract (REPC) to the residential lot located at 5401 West Pebble Lane to David Hodges for \$550,000. The Council will take appropriate action.

3. PUBLIC HEARING: DISPOSAL OF PUBLIC PROPERTY *Legislative*

The City Council will hold a public hearing to dispose of 31,226 square feet of property surplus for the purpose of adjusting the boundaries of existing building lots in the Pheasant Hollow subdivision. This is associated with the Canal Boulevard project and the intent is to sell the property for residential use. The Council will take appropriate action.

4. ACTION: ADDITIONAL FUNDING FOR ADONIS DRIVE STREETSCAPE PROJECT *Administrative*

The City Council will consider a request to approve additional funding for the construction of the Adonis Drive streetscape project and of the bid from Decorative Landscaping for \$129,180.21 and authorize the Mayor and City Recorder to execute the necessary documents. The Council will take appropriate action.

5. ACTION: REPAIR & MAINTENANCE OF WELL #1 AND WELL #5*Administrative*

The City Council will consider a request by staff to pursue work on culinary Well #1 and Well #5 to optimize their pumping functions. The Council will take appropriate action.

6. DISCUSSION: PUBLIC/PRIVATE PARTNERSHIP WITH USAC *Administrative*

The City Council will review a proposed lease agreement with Utah Surf Athletic Club (USAC) for a Public/Private Partnership for the construction and use of the soccer fields at Mountain Ridge Park. This item is being presented for information and direction only.

7. DISCUSSION: FUND ANALYSIS *Administrative*

The Council will discuss a summary of Highland City's fund balances, including major sources of revenue and intended uses. This item is being presented for discussion only. Formal action will not be taken.

8. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

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

a. **Short Term Rentals** – *City Administrator/Community Development Director Nathan Crane*

b. **Christmas Lights** – *Assistant City Administrator Erin Wells*

c. Future Meetings

- October 20, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
- October 26, Planning Commission Meeting, 7:00 pm, City Hall
- November 9, City Council Meeting, 7:00 pm, City Hall
- November 10, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
- November 16, Board of Canvassers Meeting, 6:00 pm, City Hall
- November 16, Planning Commission Meeting, 7:00 pm, City Hall
- December 7, City Council Meeting, 7:00 pm, City Hall

ADJOURNMENT

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

ELECTRONIC PARTICIPATION

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

CERTIFICATE OF POSTING

I, Stephanie Cottle, the duly appointed City Recorder, certify that the foregoing agenda was posted at the principal office of the public body, at the Lone Peak Fire Station and Lone Peak Police Station, 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 14th day of October, 2021

Stephanie Cottle, City Recorder

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



HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, September 7, 2021

Waiting Formal Approval

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

VIRTUAL PARTICIPATION

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

 Zoom: Call 1-346-248-7799 Meeting ID: 863 1519 4601

 Email comments prior to meeting: Council@highlandCity.org

7:00 PM REGULAR SESSION

Call to Order – Mayor Rod Mann

Invocation – Nate Ellison

Pledge of Allegiance – Larry Mendenhall

The meeting was called to order by Mayor Rod Mann as a regular session at 7:04 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 Nate Ellison and those in attendance were led in the Pledge of Allegiance by Larry Mendenhall.

PRESIDING: Mayor Rod Mann

COUNCIL MEMBERS

PRESENT: Timothy A. Ball, Brittney P. Bills, Kurt Ostler, Kim Rodela, Scott L. Smith

CITY STAFF PRESENT: City Administrator/Community Development Director Nathan Crane, Assistant City Administrator Erin Wells, City Engineer Andy Spencer, Planner & GIS Analyst Kellie Bronson, City Attorney Rob Patterson, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Police Chief Brian Gwilliam, Fire Chief Brian Patten, Deputy Fire Chief Jake Beck, Assistant Public Works Director Jeff Murdoch, Code Compliance Officer Brent Wallace, Library Director Donna Cardon, Building Official Jason Nelson

OTHERS PRESENT: Scott Hart, Richard Mickelsen, Matthew Lambert, Nate & Brianne Ellison, John Lambert, Lynn Lambert, Damian Lambert, Jennifer Lambert, Layla Lambert, Dylan Lambert, Lynn Lonsdale, Larry Mendenhall, Jerry Abbott, Sarah Petersen, Brian Braithwaite, James Thomas, Colby Gibson, Spencer Moffit (electronically)

1. UNSCHEDULED PUBLIC APPEARANCES

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

Nate Ellison spoke on the open space he and his wife purchased in 2019. He noted as part of this purchase, they were given specifications about spacing and flooding properties adjacent to the open space. He stated that in early 2021, he contacted the City to receive a fence permit and gave all seven items on the check list including a drawing of the home. He was authorized to build a fence around the yard though after the fence posts were installed, they were instructed to stop construction. Mr. Ellison said Planner & GIS Analyst Kellie Bronson informed his wife that the fence requirements had changed though the changes had occurred after their fence permit was approved. He said that none of their alternative options would be cost effective or work. Mr. Ellison insisted City Council honor their permit already approved. He asked that the City either honor the previously approved plan or pay for the cost of changing the fence plan so it adheres to the new code.

2. RECOGNITION ITEMS – Mayor Rod Mann

Mayor Rod Mann will give special recognition to residents who have contributed to Highland City.

Mayor Rod Mann presented a special recognition to Jenny Lambert for her efforts and contributions with Run Club.

3. PRESENTATIONS

a. PI Water Report – Jeff Murdoch, Assistant Public Works Director

Assistant Public Works Director Jeff Murdoch will present an update to the City Council regarding the current water situation.

Assistant Public Works Director Jeff Murdoch noted canyon flow levels were down to ten CFS which is the lowest he has ever seen it and the second lowest on record since the late 1800's. He showed the council a usage graph and pointed out that trends were similar until around April/May when they started pushing more conservation efforts. He did note they did see increased conservation efforts as they asked residents to save approximately 35% of their water. He acknowledged the summer storms that helped levels. He said Peck Farm has a metered connection and usage has been roughly 40 acre feet which is lower than what they initially turned in. Assistant Public Works Director Jeff Murdoch reported that they anticipate 50-60 acre feet being consumed, and their fall strategy is simple conservation. They plan on sending out more material to the public and networking with those that can help with conservation efforts. He felt the biggest asset is utilizing river water.

Councilmember Scott L. Smith advocated for using their large electronic sign to spread awareness. Assistant Public Works Director Jeff Murdoch said he would bring this up with his staff. Councilmember Kurt Ostler thanked Mr. Murdoch and asked about Provo River or Dry Creek storage. He asked about the carryover to which Assistant Public Works Director Jeff Murdoch noted there was some carryover from the previous year, and they are on track to have a similar amount as last year as long as Deer Creek does not spill in the spring.

b. Introduction of New Deputy Fire Chief – Fire Chief Brian Patten

Fire Chief Brian Patten will introduce Deputy Fire Chief Jake Beck to the City Council.

Fire Chief Brian Patten began by noting Deputy Fire Chief Jake Beck's credentials. He had served in the department for 22 years and acted as Battalion Chief most recently. Mr. Beck said he was honored and thanked the Council.

c. Introduction of New City Staff – Assistant City Administrator Erin Wells

Assistant City Administrator Erin Wells will introduce two new City staff members – Building Official Jason Nelson and Code Compliance Officer Brent Wallace.

Assistant City Administrator Erin Wells introduced two new City staff members. She began with Jason Nelson. He noted he came from Summit County and worked there two years as a building inspector. Before that, he said he worked as an inspector in the south before that. Council Member Scott Smith asked which individual cities he worked for to which Building Official Jason Nelson noted he worked for the whole of Summit County. Next, she introduced Brent Wallace who will be coming in as code compliance officer. Code Compliance Officer Brent Wallace stated he was honored to serve the City. Council Member Scott Smith asked what a code compliance person does to which Assistant City Administrator Erin Wells responded. She said they changed the title from code enforcement to code compliance, and Code Compliance Officer Brent Wallace will be in charge of inspecting instances in which someone may not be complying with City code. Council Member Scott Smith asked if he would be working with home complaints regarding parking or accessory dwelling units. Assistant City Administrator Erin Wells said he would be working with them.

d. Dry Creek Lake Park – Council Member Kurt Ostler

Council Member Kurt Ostler will present an update on the progress of Dry Creek Lake Park.

Councilmember Kurt Ostler began by noting that a majority of the current Council was not serving when this project started. He noted it began three years ago and is the boundary line adjustment between Highland and Lehi. Council Member Kurt Ostler stated that the boundary starts at the inlet by SR 92 and the middle of the dam. He stated there is also a lake that is divided between these two cities, and it is owned by Northern Utah Water Conservancy District. He noted Larry Mendenhall is on the board of NUWCD and has spent a lot of time working on this. Council Member Kurt Ostler said there are two fences which note a boundary of property owners and also a three rail wood fence by trail. Council Member Kurt Ostler acknowledged that this reconstruction started due to earthquake safety. Council Member Kurt Ostler noted the reconstruction began in September of 2020, and the estimated costs would be approximately 15 million. He stated the recreational components would start in the fall of 2021, and Lehi City would be putting in these components for 4.5 million. Moreover, there would be a tourism tax generating 1.5 million. As for Highland, Council Member Kurt Ostler noted the City is doing the easement on the north end and will be providing a donation of 564,154 dollars with 34 acres and 21 acres of water surface. Per the agreement, Council Member Kurt Ostler noted Lehi will have Highland's name on the signage for the reservoir. Council Member Kurt Ostler pointed out that 15 million dollars has come from Utah's Department of Natural Resources to help maintain though Lehi City will be responsible for operations and maintenance.

Mr. Larry Mendenhall from NUCWCD Board shared that the facility is funded by natural resource conservation efforts which are paying 65% of the cost. He noted Utah's natural resources group paid an additional 35% with the water conservancy paying 3.5%. He noted the water conservancy district is a taxing district. Mr. Mendenhall stated the NUCWCD has five facilities which include Silver Lake Flat, Tibble Fork, Grove Creek, and Battle Creek. He noted that it costs 225,000 dollars per year to maintain these facilities, and after they add Dry Creek, they will have five total. He stated the life of these facilities is 50 years. Mr. Mendenhall then went through the process of sediment build up in the basins and how to work through that to prolong the life of the dam.

Council Member Kurt Ostler said that Lehi is building a substantial PI line which will be going to their City center. Moreover, he noted they will be filled year round per fire hydrant needs. Council Member Kurt Ostler went on to note there are 289 parking stalls, and that they are anticipating an overflow into Smith's. Council Member Kurt Ostler also noted there could be overflow into Canterbury or a church in Highland on 6400 W. The area will include asphalt, lawn and sand beach, picnic areas, restrooms, swimming, fishing docks, fish cleaning stations, non-motorized boats, boat rentals, concession stands, and a natural dirt trail. He said the trail is already in the area and has a connection to Murdock trail. Additionally, Council Member Kurt Ostler stated the dock is ADA complaint, and the areas on the east side will be a fisherman's trail with an additional trail around the lake. He noted there would be another natural trail on the Highland side. He stated they are also planning on building

a trail over by the inlet though this has not been approved yet and needs specific approval by UDOT. Council Member Kurt Ostler stressed that fishing would be stocked and fishing licenses would be required. He said there would be some natural rivers present for irrigation and an easement, granted to Lehi, would run all the way from 1200 W to Lehi. Council Member Kurt Ostler also noted there would be a Highland granted 30 foot easement and a temporary 25 foot temporary construction easement. He ended his presentation by noting that Highland itself will have no rights to this water.

Council Member Kurt Ostler and Mr. Mendenhall specified a few things regarding irrigation and runoff which largely centers on Dry Creek and would benefit Lehi's water given the runoff. Mr. Mendenhall said they were currently working with the NRCS to do a clay liner in the lake to reduce water loss, and the Federal Government will be participating along with Lehi. Council Member Scott Smith asked about why they were still calling it Dry Creek to which Mr. Mendenhall said they did not want to destroy a historic name.

Both Council Member Kurt Ostler and Mr. Mendenhall expressed gratitude to Highland City as both the City and property owners have been helpful despite their concerns. They noted that much of these concerns are being addressed through different fences which will also delineate conservation areas. Moreover, they stressed people will not be camping and spending long periods of time in the area.

Council Member Kurt Ostler noted there is a discussion on building a bridge and adding air bubbles to maintain freshness in the water. Mr. Mendenhall added information on Workman Hollow which would be a land bridge to connect fisherman's trails. He stated they originally had no concrete plans though engineers are attempting to fill in and put forty culverts in the hollow area when the lake fills. He also said they are planning on adding abutments which Highland City will be helping with. He added Lehi may possibly build a bridge in the area though they need to remove an area of stagnant water and open up the area first. Part of this preparation, Mr. Mendenhall added, will involve tree maintenance and fire danger assessments. He stated they also plan to thoroughly clean the area despite the fact they are already behind on construction. Councilmember Kim Rodela asked about the distance of the trail to which Mr. Mendenhall noted it would be one and a half miles with the crest of the dam open to pedestrians as well.

Council Member Kim Rodela asked how this project would have been affected if it were not for the 1999 agreement. Council Member Kurt Ostler said they looked at the 1999 agreement, and felt confident that the boundary was clear. He noted the county initially recorded it along the property owner's clear line. Mr. Mendenhall also stressed that part of the area would be in Highland with the rest in Lehi. He emphasized that they wanted it to be a joint facility and use that line of thinking to justify this project to their respective residents. Council Member Kurt Ostler felt this would be a more reachable park for Lehi residents and they would do their part by maintaining everything and having their police force respond to disturbances. Police Chief Brian Gwilliam said they would treat this like the canyon, and law enforcement would respond calmly and work well with Lehi PD.

Council Member Scott Smith asked where Workman Hollow was and Council Member Kurt Ostler pointed it out relative to a small stream that comes through the area. Council Member Kurt Ostler also added that Lehi and Highland would be training on rescue protocol.

Mayor Rod Mann asked Lynn Lonsdale to introduce herself. She was identified as the former director for Waterford schools and a Highland resident for 17 years. She expressed honor in serving the City.

4. CONSENT ITEMS *(5 minutes)*

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

- a. **Approval of Meeting Minutes** *Administrative*
Regular City Council Meeting – August 3, 2021; Special City Council Meetings – August 24, 2021, and August 25, 2021.
- b. **Library Board Applicant Lynn Lonsdale** *Administrative*
The City Council will consider approving the Mayor’s appointment of Lynn Lonsdale to the Highland City Library Board.
- c. **ACTION: Victor’s View Gravity Sewer Project** *Administrative*
The City Council will consider a request to approve a bid with Newman Construction for \$523,160.00 for the construction of the Victor’s View Gravity Sewer Project and authorize the City Administrator and City Recorder to execute the necessary contract documents for the project. The Council will take appropriate action.
- d. **ACTION: Approval To Purchase Three F-150 Vehicles For The City Fleet** *Administrative*
City Council will consider the purchase of three (3) trucks to be incorporated in the City fleet. Trucks will be used by Public Works staff to perform daily ongoing tasks. The Council will take appropriate action.

Council Member Kurt Ostler asked to pull item 4c and 4d.

Council Member Kurt Ostler that the Highland City Council approve consent items a, b. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Kurt Ostler</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

Item 4c:

Council Member Kurt Ostler disclosed a conflict of interest as he lives in the neighborhood up for discussion. He chose to recuse himself from this item.

Item 4d:

Council Member Kurt Ostler asked about the vehicles employees drive during the day and where they stay overnight. City Engineer Andy Spencer noted it depends on the job as some superintendents take them home so they can more quickly respond to calls.

Council Member Timothy A. Ball MOVED that the Highland City Council approve consent item 4c. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	Yes
Council Member Brittney P. Bills	Yes
Council Member Kurt Ostler	Abstain
Council Member Kim Rodela	Yes
Council Member Scott L. Smith	Yes

The motion passed 4:0.

Council Member Kim Rodela MOVED that the Highland City Council approve consent item 4d. Council Member Timothy A. Ball SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	Yes
Council Member Brittney P. Bills	Yes
Council Member Kurt Ostler	Yes
Council Member Kim Rodela	Yes
Council Member Scott L. Smith	Yes

The motion passed 5:0.

5. PUBLIC HEARING/ORDINANCE: RIGHT-OF-WAY VACATION - SIENNA SUBDIVISION *Legislative*

The City Council will hold a public hearing and consider a request by James Thomas to vacate approximately 2,120 square feet of right-of-way in the Sienna Subdivision. The City Council will take appropriate action.

City Planner Kellie Smith presented background of the request. Sienna Subdivision was approved in 2017, included 73.17 ft of right of way, the standard right of way is 56 ft. The extra square footage wasn't enough to make a lot. The intent was to add the extra square footage to the adjacent lot in Ruby Estates but was missed during the engineering reviews. Resident is requesting the right of way and to add the square footage to his lot. Mrs. Smith reviewed the public hearing noticing requirements which were fulfilled.

Mayor Rod Mann opened the public hearing at 8:15 pm. There were no public comments. Mayor Rod Mann closed the public hearing at 8:15 pm.

Council Member Kurt Ostler spoke in favor of this vacation as this was property that was excess given to the city and it doesn't have any public interest or anyone injured in doing this.

Council Member Kim Rodela MOVED that the Highland City Council accept the findings and approve the request to vacate the proposed right-of-way in the Sienna Subdivision. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	Yes
Council Member Brittney P. Bills	Yes
Council Member Kurt Ostler	Yes
Council Member Kim Rodela	Yes

The motion passed 5:0.

Mayor Mann requested that the Ridgeview Discussion be moved to this point.

8. DISCUSSION: RIDGEVIEW UPDATE

Presentation and discussion of the proposed minor amendment to the Ridgeview Planned Development District and Phase 1 Commercial Site Plan. This item is bring presented for discussion only.

City Administrator/Community Development Director Nathan Crane began the discussion by going over an outline over the Ridgeview project as many presents were on the Planning Commission when it started. He noted this is one of the largest development projects started in quite some time. He noted the zoning is through their planning development district and was approved in May of 2019. He stated it includes about 115 acres and 7.4 of this is commercial which could be converted to residential. He noted this included the maxim of 699 residential units, town homes, and cluster/estate homes. City Administrator/Community Development Director Nathan Crane pointed out that the planned development district provides several uses, and the requirement is to have a mix of residential and commercial. He stressed there would be master plan changes as Council at the time outlined several key components to define major and minor amendments. City Administrator/Community Development Director Nathan Crane noted these were designed around what was then significant to the plan. Among the things they plan on changing are the number of units with minor changes being road lines - which can be easily approved by staff.

Council Member Kurt Ostler asked if they need to go through City Council before conversing further. City Administrator/Community Development Director Nathan Crane responded that the site plans for permitted uses are approved administratively which can save review time. He also reminded the council that conditional uses already go to City Council which is one more incentive for developers. He said they can offer time in the review process and include two parcels as commercial along with providing more incentive. Ultimately, City Administrator/Community Development Director Nathan Crane said the final plan comes to City Council either way. Regarding minor amendments, he said phase one is commercial and on the north side with phase two going faster than anticipated despite minor changes. He also said that phase one will have its units reduced by ten - from 699 to 689 and there will be an increasing of lot size to help reduce the density. He said the park area will increase from 3.6 to 4.8 acres and the row of homes adjacent to the park is being removed. He also said a stand-alone park with streets on the sides will be added along with a change in product type in the center north area. With these changes, City Administrator/Community Development Director Nathan Crane still stressed that the minimum amount of open space will be met. He recognized that Ivory is building the Northwest side with townhomes being built by Boyer, Northeast by David Weekly, townhomes in the center North area by Lennar. He also noted they have a concept plan for a neighborhood park with amenities like pickleball, a play area, and off-street parking all maintained by the HOA. For the commercial site plan, City Administrator/Community Development Director Nathan Crane said the plan included two buildings - Costa Vida and Arby's - along with a roundabout from Featherstone drive connected to LPHS. He said they also had site plans with two future spots which would probably be offices. Lastly, he said they would meet specific theming requirements at a later date.

Spencer Moffitt spoke next. He praised the project as being very successful with everything lining up and yielding high interest in larger lots. He noted they were adapting to accommodate the larger lots, but there was a strong interest in smaller lots as well along with a mix of housing types. Mr. Moffit said they were pulling the houses away from the park which may diminish park user experience, but would allow different builders with different projects.

Mayor Mann stressed that they should review the more accelerated timeline on phase one and phase two.

Mr. Moffit pointed out that Ivory and Weekly are on the project and have approved 150 products so far with a 12 to 18 month time frame. He brought up the fact that supply chains are still out of whack, and they are pushing through their inventory. He also said the larger lots on the west will be in phases with smaller lots on the south side pushed more in the next six months. He noted David Weekly will be online after building the majority of their existing homes with Lennar being the quickest to finish. Despite the differences in build times, Mr. Moffit said all of the product will be built within the next year.

Council Member Scott Smith said that he felt there were noble intentions behind the project - especially giving the money set aside to help disabled individuals in the community. He noted the benefits of the property include road fees and the specific neighborhood taxes. Ultimately, he felt the advantages of the area are greater than the disadvantage.

Council Member Kurt Ostler asked if all 689 units are being built in three years. Mr. Moffit said the purple, orange, and blue units are most imminent with 300 units with the 96 orange units being ready immediately and the 140 purple units taking the slowest as they are the most expensive.

Mayor Mann and Mr. Moffit had a brief discussion clarifying the progress of phase one. Afterwards, Council Member Scott Smith asked about the acreage to which Mr. Moffit clarified the commercial area would be around 113 acres and would be maintained by Parkway South and the north side would be maintained by the HOA.

6. LETTER OF SUPPORT: TSSD APPLICATIONS FOR UTAH STATE MATCHING GRANT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDING *Administrative*

Staff is requesting that the City Council review a request by Timpanogos Special Service District (TSSD) to support TSSD's applications for Utah State Matching Grant funds associated with the American Rescue Plan Act (ARPA). The Council will take appropriate action.

Mr. Brain Braithwaite and Mr. Rich Nicholson spoke on behalf of TSSD. Mr. Nicholson said they have two projects. He said the first project will be an engineered wetlands project. He noted as they expand, they will cut into the wetlands and want to subsequently connect the Lindon marina to a boat harbor with a trail. He said they plan on engineering the property east of Timpagogos and then taking 100 acres by adding water to keep the space as open as possible for the wildlife and natural habitat. They would like to have educational signs as well. For funding, they noted they will contact Utah County with TSSD coming up with an additional five million. They also will be asking for five million from ARPA.

Council Member Scott Smith asked where TSSD is getting five million from. Mr. Nicholson said it will come from impact fees. Council Member Kurt Ostler said they could support this project, but asked if there would be any associated City costs aligned with this project. Mr. Nicholson said there should not be any City associated costs because of the impact fee. He also noted they were doing a study measuring growth which would be completed sometime early next year.

Mayor Mann said this would be a good project to do with or without the grant. Mr. Braithwaite clarified that these projects will be done with or without ARPA funding. He noted if it is approved, the payment will impact Highland less though the impact fees will cover it all the same. Ultimately, he said the grant will help mitigate the cost.

Mr. Nicholson reiterated that they would need five million for the project. He went on to discuss the Tertiary Filter Building which offers water reuse options and potentially removes low levels of phosphorus and add other options if clarifiers fail. He stressed that 200 entities are going after this grant money, but this money would help clean polluted lake water and help re-use water. Ultimately, they would need 20 million.

Council Member Scott Smith noted TSSD is not responsible for the dirtiness of the lake. Mr. Nicholson agreed, but clarified that they are providing funding for studying the lake. He noted the state legislature gave \$200,000 for the study and gave \$168,000 last year with a three year plan for the study.

Mayor Mann felt this was the state's call. Mr. Nicholson said the master plan offers flexibility and meets permit parameters with a build-by date of 2030.

Mr. Braithwaite reiterated that this initiative would clean the water which could then be diverted into parks and the lake. He also suggested selling it to Lehi to recharge their aquifers and expand their water rights. With that said, he noted they were working through legal issues.

Mayor Mann clarified that their net ask is 25 million for water use and cleanliness. He noted TSSD is a partnership organization and they have hit several qualifiers. He still stressed they would be reviewing their score sheet and making necessary changes to get the project going.

Councilmember Brittney Bills asked if any of this would be impacted by Representative Brammers Utah Lake Bill. Mr. Nicholson said he felt Rep. Brammers would support this. Mayor Mann did note that there are separate letters for each project. Finance Director Tyler Bahr said the letters were not included in the packet to which Mayor Mann said they would amend that and share it with the Council.

Councilmember Timothy A. Ball asked if the Tertiary Filter System addresses a particular water impurity. Mr. Nicholson said yes, phosphorus and it reduces it to lower levels. Council Member Timothy Ball asked if removing the impurities also removes the algae blooms. Mr. Nicholson said that is being looked at in the study that has been commissioned. He said hopefully they will know at the end of this three year study what would help clean the water.

Council Member Scott L. Smith MOVED that the Council direct the Mayor to sign two separate letters of support for Timpanogos Special Service District's applications for American Rescue Plan Act matching funds to the State of Utah for the following: 1. Utah Lake Engineered Wetlands and 2. Tertiary Filtration of Treated Wastewater, with the following stipulation that staff share those letters with Council and mayor before they are signed. Council Member Kurt Ostler SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Kurt Ostler</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

7. ACTION: AMERICAN RESCUE PLAN ACT (ARPA) FUNDING AND APPLICATION FOR UTAH STATE MATCHING GRANT *Administrative*

Staff is requesting approval to use the City's American Rescue Plan Act (ARPA) funding to

develop Mountain Ridge Park and determine if the City will apply for the State of Utah's matching grant program. The Council will take appropriate action.

Mayor Mann began by suggesting they forgo other projects and put more support behind TSSD projects as their existing applications are not as strong.

Finance Director Tyler Bahr spoke next to discuss the fact they are seeking ARPA funds for Mountain Ridge. He noted half of 2.3 million was received in July with the other half arriving next year. He noted they would be obligated in 2024 and must spend it by 2026. Finance Director Tyler Bahr noted the state has set aside 50 million in matching grants. They have decided to focus on an all-abilities area in Mountain Ridge park. He stated the overall cost is 5.4 million though the initial phase will require 2.3 million. Finance Director Tyler Bahr noted he reviewed the criteria which includes public health, negative economic impacts, lost revenue, premium pay for essential workers, water, sewer, and broadband. He noted the creation of this park will benefit both disabled individuals and the elderly. He noted GOBD and ULCT have emphasized a desire to partner. Moreover, he said the grant application would be scored out of 100 points with 25 points to a specific category which would impact public health. Finance Director Tyler Bahr said the application is due on September 15th. He said the committee will review the application, make recommendations, and then the funding awards will be determined. He felt it would be good to pursue Mountain Ridge Park development under federal ARPA funds. He said they would face some difficulties receiving a matching grant as Highland is not considered a disadvantaged community.

Council Member Scott Smith asked if the 1.3 million they would receive from ARPA is extra to which Finance Director Tyler Bahr said yes. Council Member Scott Smith clarified the total amount and Finance Director Tyler Bahr said it would amount to an additional 1.2 million in July of 2022.

Mayor Mann said he supports the TSSD projects given the long term savings and benefits to the community. Council Member Kurt Ostler added that they would be showing support for TSSD as well. Mayor Mann asked to emphasize their support for TSDD in their letter. Council Member Brittney Bills said she could get behind this idea.

Council Member Kim Rodela MOVED that the Council approve the use of the City's ARPA funding to build Mountain Ridge Park. Council Member Kurt Ostler SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Kurt Ostler</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

There was subsequent discussion on the motion.

Council Member Brittney P. Bills MOVED to forgo our application for the Utah State matching grant and instead give our support to the TSSD projects. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
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<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Kurt Ostler</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

9. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

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

a. Mountain Ridge Park Bidding - City Administrator Nathan Crane

City Administrator/Community Development Director Nathan Crane noted they have been working on this project for a long time; by the end of October, he noted it will be three years. He stated the Council made the decision to focus on amenities and the playground, and a July 2021 subcommittee is working on this with a work session scheduled for next month. City Administrator/Community Development Director Nathan Crane stated that construction plans are completed for the park and 2.46 million dollars in revenue are excluded in action tonight. He noted the overall budget is 2.35 million with 550 to 580 thousand allocated to the playground, 325 to 355 thousand for equipment, 130 thousand for surface costs, 10 thousand in shipping, and 15 thousand in installation costs. He told the Council the area would include two large pavilions, eight pickleball courts, parking, and a grass field. He also noted they have a future development area. He stated the phase one goal is four pickleball courts, the entire playground, restrooms, and parking. City Administrator/Community Development Director Nathan Crane said they would be able to work the shade and lighting for certain buildings and choose other amenities. He noted there was also an alternative bid for phase one as well.

Mayor Mann noted that they could adjust the west area should they raise additional funds. Council Member Scott Smith suggested bidding more to which Council Member Brittney Bills said she would prefer to wait before bidding. She stressed she would like to do a work session first to consider all environmental factors (like noise) and address mistakes other cities have made in these types of projects. She pointed out changing many things after the fact can be problematic and expensive. Subsequently, she wanted to get this as right as she could from the start. Mayor Mann agreed as did Council Member Scott Smith. Council Member Scott Smith suggested having the work session at the end of October. Council Member Kurt Ostler said he was okay waiting, but asked if they had spoken to the local active pickleball group about the City's plans. City Administrator/Community Development Director Nathan Crane said the location is the same so it should not make a huge difference. Council Member Kurt Ostler went on to ask about a park tax and if this relates to the current discussion. Council Member Kim Rodela said they wanted to be specific and then asked how the bidding process will likely work. City Administrator/Community Development Director Nathan Crane said for construction bids, the state has a website that connects cities and contractors. He noted there are also pre-qualified bids. He pointed out the City already approved pickleball court designs as that needs to begin construction sooner and BluLine had the lowest cost.

Mayor Mann noted that they originally wanted to use a different firm for pickleball to which City Administrator/Community Development Director Nathan Crane noted that, in addition to BluLine, they also do a lot of work with Big T. He also said they have been connecting the Council with other potential contractors. Council Member Kurt Ostler said they should go ahead and move forward to bid as the documents are ready. City Administrator/Community Development Director Nathan Crane said they wanted to wait for further direction from Council before moving forward. Council Member Kurt Ostler worried that hesitating would hurt their chances in the bidding process. City Administrator/Community Development Director Nathan Crane said this is somewhat true, but it would not necessarily hurt them at this change as long as they got bids in closer to November

or December. He also said this would not change these orders. Council Member Scott Smith said he appreciated the work staff has put into this project, and wanted to hear the subcommittee recommendation before moving forward. Council Member Brittney Bills said they would go out to bid in March, but in July they brought back samples which got them to realize they need more feedback before finalizing items to ensure they are happy with the results. City Administrator/Community Development Director Nathan Crane noted that the playground would be the same, and if they redesigned the park they would need to find more funding. Mayor Mann noted the consensus seemed to be waiting for the subcommittee recommendation.

Next Mayor Mann handed out traffic summaries from radar counters. Council Member Scott Smith asked if they were doing analysis on Canal Blvd. Mayor Mann said they have collected data there once on the west and once on the east. Right now, he said they have a count on Madison. Council Member Scott Smith said they police the area periodically, but it has not deterred speeding. Council Member Scott Smith advocated for more patrolling on Highland Blvd. Mayor Mann said they currently have lots of data to analyze their speeding issues, and are using that to change speed limits and road design.

b. Future Meetings

- September 8, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
- September 21, City Council Meeting, 7:00 pm, City Hall
- September 28, Planning Commission Meeting, 7:00 pm, City Hall
- October 5, City Council Meeting, 7:00 pm, City Hall
- October 13, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
- October 19, City Council Meeting, 7:00 pm, City Hall
- October 26, Planning Commission Meeting, 7:00 pm, City Hall

ADJOURNMENT

Council Member Kurt Ostler MOVED to adjourn the regular meeting and Council Member Scott L. Smith SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 10:05 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 7, 2021. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle
City Recorder



CITY COUNCIL AGENDA REPORT ITEM #2b

DATE: October 19, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: PURCHASE CONTRACT- 5401 West Pebble Lane. *Administrative*

PURPOSE:

The City Council will consider a Real Estate Purchase Contract (REPC) to the residential lot located at 5401 West Pebble Lane to David Hodges for \$550,000. The Council will take appropriate action.

DISCUSSION:

On July 20th, 2021, the City Council approved a resolution to declare 38,736 square feet of property surplus in the Pebble Lane Estates subdivision that was not needed for right-of-way for Canal Boulevard.

On August 3, 2021, the City Council held a public hearing and adopted a resolution declaring the property surplus.

The property was listed with a local real estate agent. After reviewing the offers, it is recommended that the Council approve the REPC with Mr. Hodges. The next offer was \$15,000 less than Mr. Hodges offer.

PROPOSED MOTION:

I move that the City Council approve the real estate purchase contract with Mr. David Hodges for the residential lot located at 5401 West Pebble Lane.

ATTACHMENTS:

1. REPC



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 4th day of October, 2021 ("Offer Reference Date") David Hodges ("Buyer") offers to purchase from Highland City ("Seller") the Property described below and ☐ delivers to the Buyer's Brokerage with this offer, or ☒ agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$10,000 in the form of Personal Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage _____ Phone: _____

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. **PROPERTY:** 5401 W Pebble Ln

also described as: _____

City of Highland, County of Utah State of Utah, Zip 84003 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 **Included Items. (specify)** _____

1.2 **Excluded Items. (specify)** _____

1.3 **Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. **PURCHASE PRICE.** The Purchase Price for the Property is \$550,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$110000 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$TBD (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$0 (c) **Seller Financing.** (see attached Seller Financing Addendum)

\$440,000 (d) **Balance of Purchase Price in Cash at Settlement**

\$550,000 **PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

(except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☐ Seller ☒ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☒ Upon Closing; ☐ ___ Hours after Closing; ☐ ___ Calendar Days after Closing; ☐ Other (explain) _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent Christopher Kemp, represents ☒ Seller ☐ both Buyer and Seller as a Limited Agent;

Seller's Brokerage Equity Real Estate, Premier Elite Branch, represents ☒ Seller ☐ both Buyer and Seller as a Limited Agent;

Buyer's Agent _____, represents ☒ Buyer ☐ both Buyer and Seller as a Limited Agent;

Buyer's Brokerage _____, represents ☒ Buyer ☐ both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;

- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: ☐ IS ☒ IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: ☒ **WILL** ☐ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$100,000. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ **Addendum No. 1 and 2** ☐ **Seller Financing Addendum** ☐ **Other (specify)** _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☐ **SHALL** ☒ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

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16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) **Seller Disclosure Deadline** October 11, 2021 (Date)
 (b) **Due Diligence Deadline** October 11, 2021 (Date)
 (c) **Financing & Appraisal Deadline** _____ (Date)
 (d) **Settlement Deadline** October 25, 2021 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 : 00 ☐ AM ☒ PM Mountain Time on October 06, 2021 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

David Hodges
 472E7E8526E1421

10/4/2021

(Buyer's Signature)

(Offer Date)

(Buyer's Signature)

(Offer Date)

 (Buyer's Names) (PLEASE PRINT)

 (Notice Address)

 (Zip Code)

 (Phone)

 (Buyer's Names) (PLEASE PRINT)

 (Notice Address)

 (Zip Code)

 (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION**CHECK ONE:**

☒ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

☐ **REJECTION:** Seller rejects the foregoing offer.

DocuSigned by:

Rod Mann

10/6/2021

(Seller's Signature)

(Date)

(Time)

(Seller's Signature)

(Date)

(Time)

 (Seller's Names) (PLEASE PRINT)

 (Notice Address)

 (Zip Code)

 (Phone)

 (Seller's Names) (PLEASE PRINT)

 (Notice Address)

 (Zip Code)

 (Phone)

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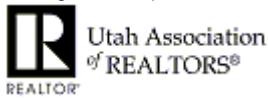
DS
DA
 Buyer's Initials

10/4/2021

Date

DS
RM
 Seller's Initials

10/6/2021
 Date



Disclosure of Interest ADDENDUM NO.1____ TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of October 04, 2021 including all prior addenda and counteroffers, between David Hodges as Buyer, and Highland City as Seller, regarding the Property located at 5401 W Pebble Ln, Highland UT 84003 (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

1. DISCLOSURE OF PRINCIPAL AS LICENSEE OR AS RELATIVE OF LICENSEE

1.1 Personal Interest. The ☒ Buyer ☐ Seller is either: ☐ a relative of a real estate broker or sales agent participating in this transaction; or ☒ a real estate broker or sales agent licensed as such under the laws of the State of Utah, who may share in the brokerage fee paid for this transaction.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTEROFFER shall remain the same. ☒ Seller ☐ Buyer shall have until 5 : 00 ☐ AM ☒ PM Mountain Time October 06, 2021 to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTEROFFER shall lapse.

DocuSigned by:
David Hodges 10/4/2021
472E7F8526F1421...

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE** of ADDENDUM/COUNTEROFFER: ☒ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM/COUNTER OFFER.

☐ **COUNTER OFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of the attached Counteroffer No. ____

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM/COUNTER OFFER.

DocuSigned by:
Red Mann 10/6/2021
E8991E02495439...

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

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ADDENDUM NO. 2 TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 4th day of October, 2021 including all prior addenda and counteroffers, between David Hodges as Buyer, and Highland City as Seller, regarding the Property located at 5401 W Pebble Ln, Highland UT 84003. The following terms are hereby incorporated as part of the REPC:

1. Additional earnest money shall be paid 10 days after acceptance and shall be non refundable.
2. Buyer to pay \$1,000 over the next highest offer up to \$600,000.
3. No agent representation.
4. Cash purchase.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on October 06, 2021 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

David Hodges 10/4/2021
472E7F8626F1421...
[☐ Buyer [☐ Seller Signature (Date) (Time) [☐ Buyer [☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☒ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

DocuSigned by:
Rod Mann 10/6/2021
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

DS
DH

DS
RM

ADDENDUM NO. 3 TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 4th day of October, 2021 including all prior addenda and counteroffers, between David Hodges as Buyer, and Highland City as Seller, regarding the Property located at 5401 W Pebble Ln, Highland UT 84003. The following terms are hereby incorporated as part of the REPC:

1. Adding Marisa Hodges with Equity Summit Group as agent representing buyer.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on October 06, 2021 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☒ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

DocuSigned by:
Rod Mann 10/6/2021
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



CITY COUNCIL AGENDA REPORT ITEM #3

DATE: October 19, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner/GIS Analyst
SUBJECT: PUBLIC HEARING: Disposal of Public Property *Legislative*

PURPOSE:

The City Council will hold a public hearing to dispose of 31,226 square feet of property surplus for the purpose of adjusting the boundaries of existing building lots in the Pheasant Hollow subdivision. This is associated with the Canal Boulevard project and the intent is to sell the property for residential use. The Council will take appropriate action.

DISCUSSION:

Highland City Staff has requested to dispose of residual property from the Canal Boulevard project as surplus that is not needed for right of way. There is one parcel included in this request:

- Parcel 1: 31,226 square feet – future single-family lot

Section 2.44.30 Disposal of Real Public Property requires a three-step process to sell property:

- 1) Declaration of surplus property by resolution
- 2) Hold a public hearing and approve disposal
- 3) Approve purchase contract

On September 21st, 2021, the City Council approved a resolution to declare the above-mentioned property as surplus with the intent to sell it for residential use. The plat amendment associated with this disposal was approved by the City Council on October 5th, 2021. It has not yet been recorded.

The purpose of this item is to hold the public hearing as required. If the Council approves the disposal, the property will be listed for sale and a purchase contract will be brought back for Council approval.

FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends the Council hold a public hearing and approve the disposal of the property.

PROPOSED MOTION:

I move that the City Council approve the property disposal and direct city staff to proceed with the real estate sale.

ATTACHMENTS:

1. Resolution-2021-22 approved on September 21st, 2021

RESOLUTION NO: R-2021-22

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

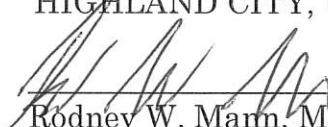
WHEREAS, the Highland City Council has established a process of designating property for disposal.

NOW, THEREFORE be it resolved by the City Council of Highland City that the Property, outlined and shown in Exhibit "A" is hereby designated for disposal. The City Council hereby authorizes the City Administrator to begin the disposal process of the above-mentioned property following State and City Code subject to the following stipulations:

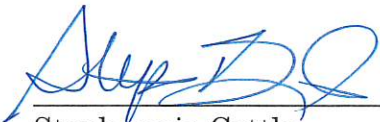
This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Highland City, Utah, this 21st day of September, 2021.

HIGHLAND CITY, UTAH


Rodney W. Mann, Mayor

ATTEST:


Stephannie Cottle
City Recorder



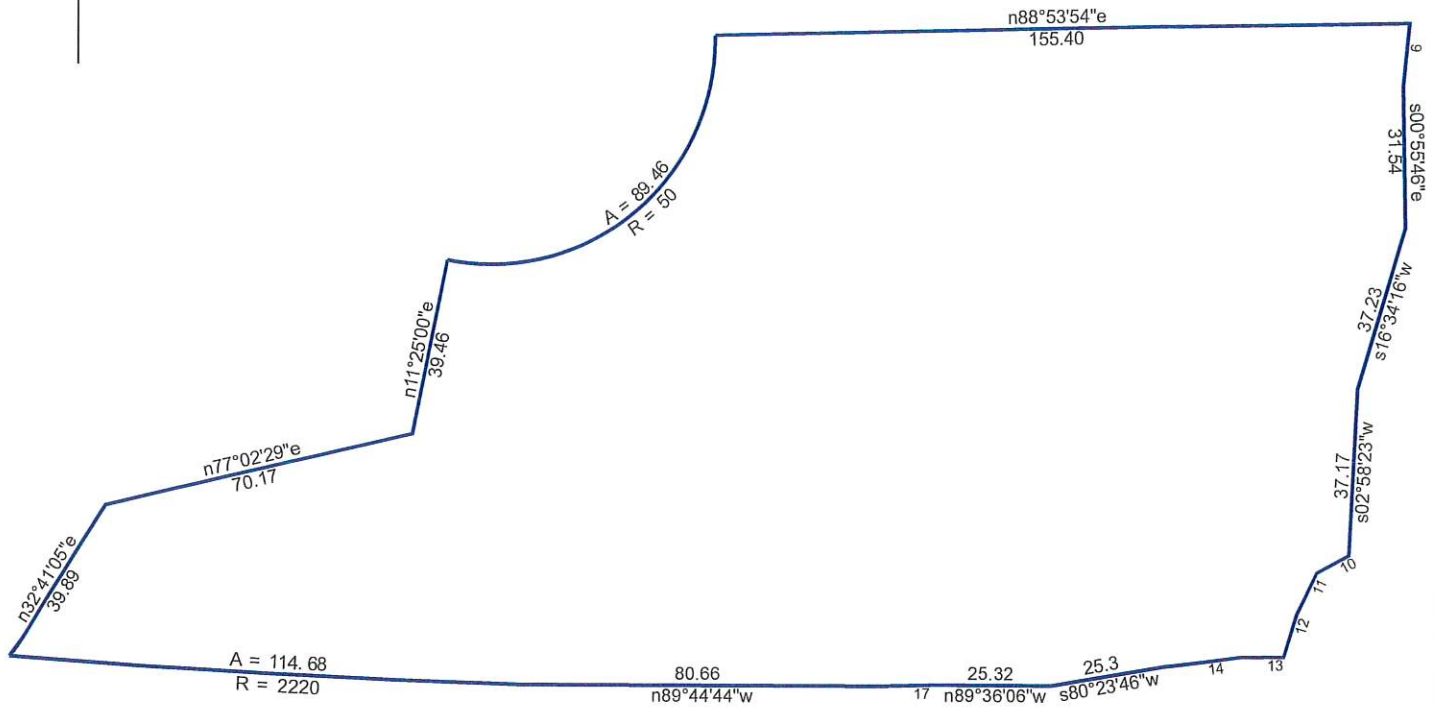
COUNCILMEMBER	YES	NO
Timothy A. Ball	☒	☐
Brittney P. Bills	☒	☐
Kurt Ostler	☒	☐
Kim Rodela	☒	☐
Scott L. Smith	☒	☐

EXHIBIT "A"

PARCEL 1 LYING WITHIN THE BOUNDS OF PROPOSED LOT 1, PHEASANT HOLLOW ESTATES PLAT "B"

BEGINNING AT A POINT WHICH IS NORTH 00°20'30" WEST 971.29 FEET ALONG THE SECTION LINE AND EAST 1,672.94 FEET FROM THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 32°41'05" EAST 39.89 FEET; THENCE NORTH 77°02'29" EAST 70.17 FEET; THENCE NORTH 11°25'00" EAST 39.46 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE EASTERLY 89.46 FEET ALONG THE ARC OF A 50.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 102°30'48", THE CHORD OF WHICH BEARS NORTH 50°09'27" EAST 78.00 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 88°53'54" EAST 155.40 FEET; THENCE SOUTH 05°38'16" WEST 14.15 FEET; THENCE SOUTH 00°55'46" EAST 31.54 FEET; THENCE SOUTH 16°34'16" WEST 37.23 FEET; THENCE SOUTH 02°58'23" WEST 37.17 FEET; THENCE SOUTH 61°06'15" WEST 8.20 FEET; THENCE SOUTH 26°05'36" WEST 10.21 FEET; THENCE SOUTH 17°21'06" WEST 10.01 FEET; THENCE SOUTH 89°22'07" WEST 9.44 FEET; THENCE SOUTH 82°33'07" WEST 17.59 FEET; THENCE SOUTH 80°23'46" WEST 25.30 FEET; THENCE NORTH 89°36'06" WEST 25.32 FEET; THENCE SOUTH 88°56'46" WEST 12.62 FEET; THENCE NORTH 89°44'44" WEST 80.66 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE WESTERLY 114.68 FEET ALONG THE ARC OF A 2,220.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°57'35", THE CHORD OF WHICH BEARS NORTH 86°46'03" WEST 114.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,252 SQUARE FEET, OR 0.717 ACRE IN AREA, MORE OR LESS.



Surplus Parcel Within Proposed Lot 1 - Closure Check

9/14/2021

Scale: 1 inch= 41 feet

File: Pheasant Hollow Surplus Parcel 1.ndp

Tract 1: 0.7174 Acres (31251 Sq. Feet), Closure: s74.4030w 0.01 ft. (1/125786), Perimeter=829 ft.

01 n32.4105e 39.89

02 n77.0229e 70.17

03 n11.2500e 39.46

04 Lt, r=50.00, delta=102.3048, arc=89.46, chord=n50.0927e 78.00

05 n88.5354e 155.40

06 s05.3816w 14.15

07 s00.5546e 31.54

08 s16.3416w 37.23

09 s02.5823w 37.17

10 s61.0615w 8.2

11 s26.0536w 10.21

12 s17.2106w 10.01

13 s89.2207w 9.44

14 s82.3307w 17.59

15 s80.2346w 25.3

16 n89.3606w 25.32

17 s88.5646w 12.62

18 n89.4444w 80.66

19 Rt, r=2220.00, delta=002.5735, arc=114.68, chord=n86.4603w 114.67



CITY COUNCIL AGENDA REPORT ITEM #4

DATE: October 19, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: **ACTION:** Additional Funding for Adonis Drive Streetscape Project
Administrative

PURPOSE:

The City Council will consider a request to approve additional funding for the construction of the Adonis Drive streetscape project and of the bid from Decorative Landscaping for \$129,180.21 and authorize the Mayor and City Recorder to execute the necessary documents. The Council will take appropriate action.

DISCUSSION:

On June 18, 2019 the City Council approved a request from residents in the Mercer Hollow Estates subdivision to improve the streetscape along Adonis Drive. The estimated cost of the project was \$89,309. The residents committed to raise \$70,000 towards the cost of the project and the City cover the remaining costs. The \$70,000 has been donated to the Highland Foundation.

On August 4, 2020, the City Council approved a bid from Wasatch Lawn and Landscape for \$89,884.67. The Council included a provision that allowed the city to go with the second bidder, Decorative Landscaping (\$99,988 plus an additional \$15,000 to meet city specifications for sprinklers). In the event Decorative Landscaping was chosen the extra cost was to be divided equally between the city and residents.

In Spring 2021, both the city and the residents were informed by Wasatch Lawn and Landscape that the cost of the project had increased to \$113,306.56. The cost increase was covered by a resident.

In May 2021, the City paid Rocky Mountain Power \$10,740.56 to provide power to for the project. This cost was not included in the original estimate.

Unfortunately, since the spring of 2021, Wasatch Lawn and Landscape has been unresponsive and despite the best efforts of staff and the residents we have not been able

to get the contract completed and signed. As a result, at the request of the residents, new bids were obtained. Three companies were contacted for bids and two companies were responsive: Decorative Landscaping was the low bidder at \$129,180.21 and ACE at \$147,062.90. Initially the City's cost was not going to change so additional council action was not required.

The residents are now requesting that the city provide additional funding. The delta between the existing and needed funding is:

Project Cost	
Item	Cost
Decorative Landscaping	\$129,180.21
Rocky Mountain Power	\$10,740.56 (already expended)
Total	\$139,920.77

Existing/Approved Funding	
Item	Amount
City Approved Funding	\$19,884.67
Resident Funding	\$93,421.89
Total	\$113,306.56

Project Shortfall	
Project Cost	\$139,920.77
Existing Funding	\$113,306.56
	(\$26,614.21)
Monies already expended (RMP)	\$10,740.56
Total Deficit Remaining	(\$15,873.65)

FISCAL IMPACT:

If approved the funding for the project will be as follows:

Proposed Funding	
Item	Amount
City Approved Funding	\$46,498.79 (increase of \$26,614.12)
Resident Funding	\$93,421.89
Total	\$139,920.77

As approved by the Council, the costs will be covered by the proceeds from the sale of open space property in the Mercer Hollow Subdivision. As of January 2021, the city has collected \$68,842.18 with \$11,553.80 to be collected from approved purchases in the subdivision.

If approved, the current fiscal year budget will be amended to reflect this project as part of the mid-year budget adjustments unless otherwise directed by the Council.

PROPOSED MOTIONS:

I move that the City Council **APPROVE** the additional funding and **AUTHORIZE** the Mayor to sign a contract with Decorative Landscaping to proceed with the construction of the Adonis Drive streetscape.

ALTERNATIVE MOTION:

I move that the City Council **REJECT** the bids. (The Council should draft appropriate findings).

ATTACHMENTS:

1. Excerpt of the June 18, 2019 City Council Minutes
2. Excerpt of the August 4, 2021 City Council Minutes
3. Adonis Drive Streetscape Plans

Excerpt of the Minutes of the June 18, 2019 City Council Meeting

PRESIDING: Mayor Rod Mann

COUNCIL MEMBERS

PRESENT: Brian Braithwaite, Ed Dennis, Tim Irwin, Kurt Ostler, Scott L. Smith

3. ACTION: ACCEPTANCE OF OPEN SPACE IMPROVEMENT FUNDS FROM MERCER HOLLOW ESTATES SUBDIVISION RESIDENTS (30 minutes)

Planner & GIS Analyst Tara Tannahill oriented the City Council Members with the item, explaining that they would consider accepting the open space improvement funds donation from the Mercer Hollow Estates subdivision. Additionally, they would review funding the difference for the proposed landscaping project with proceeds from the sale of open space property. She presented an aerial map of the location and provided some background information regarding the history of open space.

In 2017 and 2018, the City Council approved a sale of open space property. Planner & GIS Analyst Tara Tannahill presented a landscaping plan and noted that the document also included cost estimates. By landscaping the area, the hope was that illegal dumping would decrease or stop. Residents were donating \$70,000 in funds to go towards this landscaping project. Planner & GIS Analyst Tara Tannahill explained that the cost estimate the petitioners provided was outdated; therefore, Staff provided an updated estimate of \$89,309 based on today's market. She subsequently broke down the various components of the landscaping plan. Petitioners were requesting funds to make up the difference in cost. Staff would budget \$20,000 in the 2019-2020 FY Budget and would have to bid the project according to City procurement procedures. Mayor Mann remarked that the amount of donations made by the residents was impressive.

Council Member Scott L. Smith asked how much acreage was included with this plan, specifically. He wondered if the proceeds from any open space subdivision could be used in different subdivisions, thus making them available to other areas as well. Planner & GIS Analyst Tara Tannahill was unsure. Council Member Ed Dennis recalled that the Council approved the funds to be used in any open space area, including in other subdivisions. City Administrator Nathan Crane said this was his recollection as well. Council Member Ed Dennis explained that some of the spaces couldn't use all of the funds. Mayor Mann agreed. Council Member Ed Dennis commended the residents for their efforts.

Lars Anderson, resident, explained that they had been working on this with staff for about a year and a half. The key component to the project was that the residents wanted to donate money and make this a City project. He noted there were power lines over the open space. Signs were posted stating not to dump in the area, and while dumping was reduced it still remained a common dump spot.

Council Member Kurt Ostler asked how many residents donated the money. A member of the audience explained that the donations hadn't been made yet, only pledges. He wanted to give all residents a chance to donate what they could and that the petitioner would cover the difference. Mr. Anderson explained that the estimate was old and the residents wanted some cooperation with the City.

Council Member Kurt Ostler clarified that the City would maintain grass with pressurized irrigation. Mr. Anderson said this was correct as the land was still owned by the City.

Council Member Brian Braithwaite said this was an awesome proposal. Mr. Anderson concurred. There was brief discussion regarding the language of the motion.

Council Member Brian Braithwaite MOVED that the City Council accept the open space improvement funds from Mercer Hollow Estates residents and that the difference be covered by the open space funding available, contingent upon receiving \$70,000 from the residents with the difference covered by the City. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brian Braithwaite</i>	<i>Yes</i>
<i>Council Member Ed Dennis</i>	<i>Yes</i>
<i>Council Member Tim Irwin</i>	<i>Yes</i>
<i>Council Member Kurt Ostler</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

Excerpt of the Minutes of the August 4, 2020 City Council Meeting

PRESIDING: Mayor Rod Mann

COUNCIL MEMBERS

PRESENT: Timothy A. Ball, Brittney P. Bills, Kurt Ostler, Kim Rodela, Scott L. Smith

7. ACTION: APPROVAL OF A BID WITH WASATCH LAWNS AND LANDSCAPE IN THE AMOUNT OF \$89,884.67 FOR THE CONSTRUCTION OF THE ADONIS DRIVE STREETScape
Administrative

The City Council will consider a request to approve a bid with Wasatch Lawns and Landscape for the construction of the Adonis Drive streetscape and authorize the Mayor or City Administrator and City Recorder to execute the necessary contract for the project. The Council will take appropriate action.

City Administrator/Community Development Director Nathan Crane stated that they had been working on this project for a while and in June of 2019 the Council had given the initial approval. The project was to do a streetscape project along Adonis Drive, and had an initial estimate of \$89,000. The residents had committed to provide \$70,000 and the Council committed to pay for the rest with the money from the sale of open space properties in the subdivision. In February, in an attempt to get the best pricing, it was included as part of the bidding with Spring Creek. The lowest bid came in at \$135,000, which City Administrator/Community Development Director Nathan Crane said was a high bid, so the City had been working with residents in an effort to lower that cost. They had solicited three different bids, and they had Wasatch Lawn and Landscape at \$89,884, Decorative Landscaping at \$99,988, and LE Corporation at \$125,000. He requested approval for formal funding of the project. He also wanted the Council to require Wasatch Lawn and Landscape to sign the appropriate City contracts and if they were not willing to do so then they wanted to go to Decorative Landscaping and accept their bid.

Council Member Kurt Ostler asked what was in the City agreements that would deter Wasatch Lawn and Landscaping from signing the contract. Lars Anderson stated that he had done the plan for the park improvements. The issue was that in the bids when they had come back, the terms and conditions on the Wasatch bid indicated that they wanted 50% of the money up front and if any of the quantities were to change this he was concerned for residents. They wanted the contractor to agree to the City's terms and conditions, and if the contractor was not willing to do this they should move to the next contractor.

Council Member Kurt Ostler asked which fund the \$70,000 from residents was in. Council Member Scott L. Smith stated that there was \$60,000 in the Highland Foundation, and \$10,000 had already been given to Highland because of the rules of the foundation, so they already had most of the funding for this project. City Administrator/Community Development Director Nathan Crane stated that they had collected about \$68,000 for the project and if they had to go with Decorative instead of Wasatch, the residents would have to pay an additional \$5,000 as would the City. A resident asked if the City would maintain this and stated that he had worked with Wasatch before and they were good to work with.

City Council Member Kurt Ostler MOVED that the City Council approve and authorize the City Administrator to sign a contract with Wasatch Lawn and Landscape to proceed with the construction of the Adonis Drive streetscape for \$89,884.67, with 70K provided by residents, and if we need to go to

Decorative Landscaping the City agrees to split the difference 50/50 with the nearby neighbors and the City. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

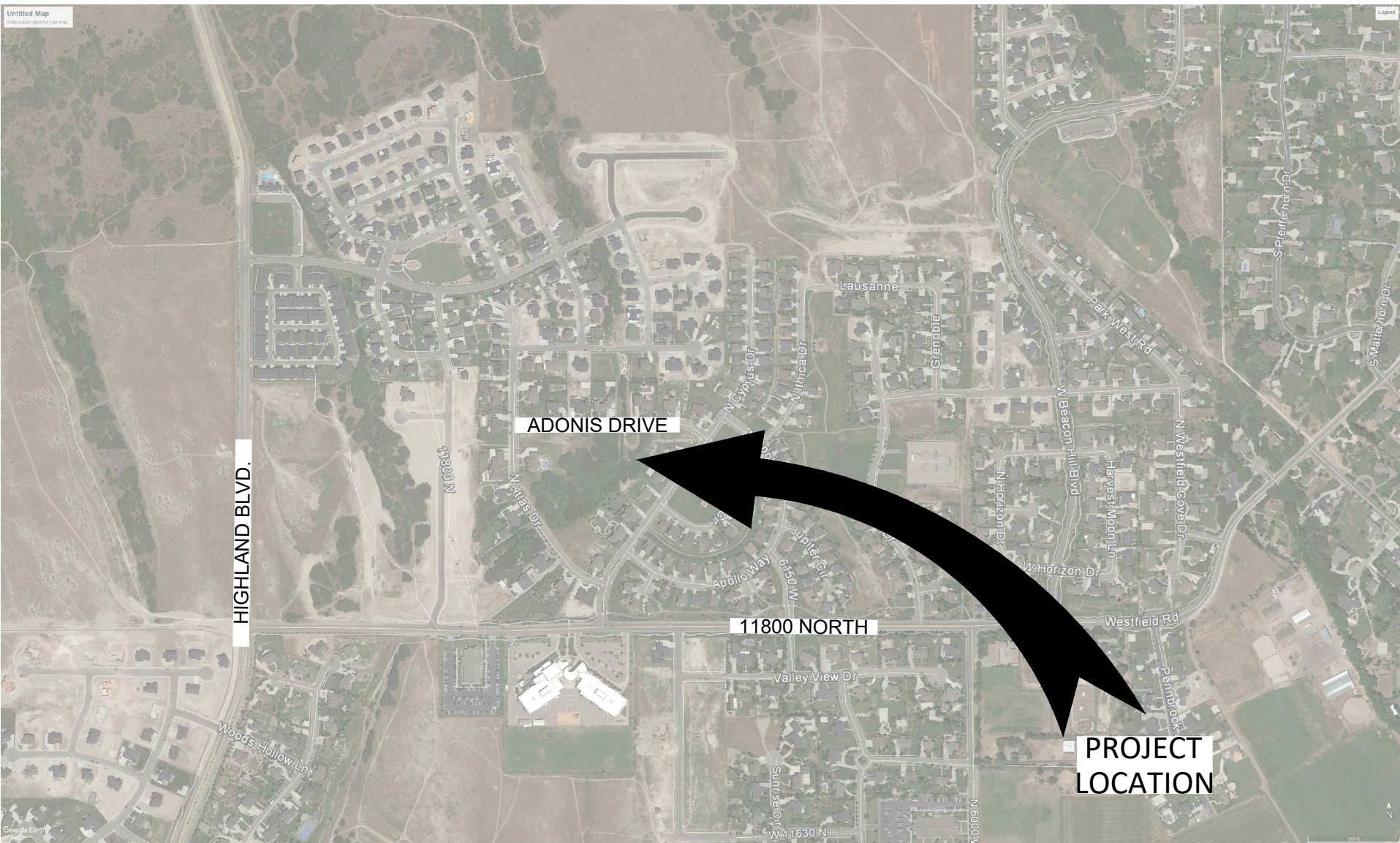
<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Kurt Ostler</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

PRELIMINARY PLANS FOR
HIGHLAND CITY PARK STRIP

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION
26 TOWNSHIP 4 SOUTH, RANGE 1 EAST
SALT LAKE BASELINE AND MERIDIAN, UTAH COUNTY, UTAH

VICINITY MAP SCALE: N.T.S.



SHEET INDEX

SHEET #	SHEET NAME
LS-01	SHEET INDEX & LANDSCAPE OVERVIEW
LS-02	LANDSCAPE PLAN
LS-03	LANDSCAPE PLAN
LS-04	LANDSCAPE DETAILS
IR-01	IRRIGATION OVERVIEW
IR-02	IRRIGATION PLAN
IR-03	IRRIGATION PLAN
IR-04	IRRIGATION DETAILS
IR-05	IRRIGATION DETAILS

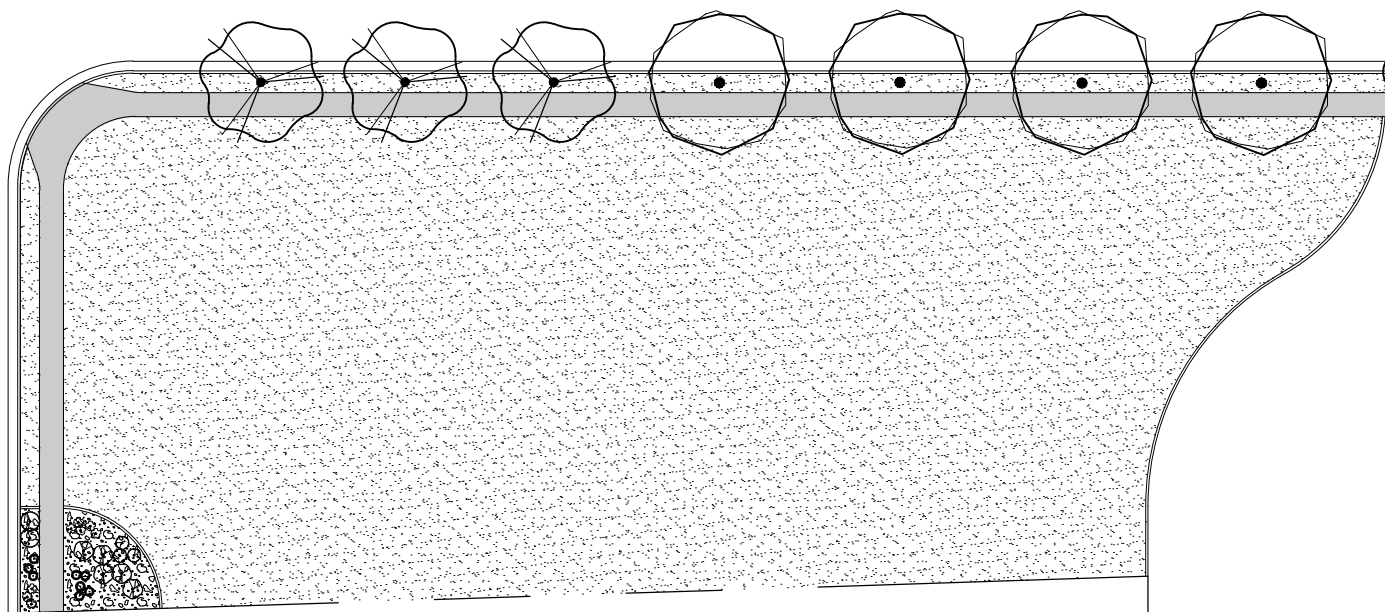
LANDSCAPE NOTES (PEC)

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
- PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. IF SUBSTITUTIONS ARE WANTED, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING.
- SANDY LOAM TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 6" TOPSOIL (WITH 2" HUMUS MIXED INTO TOPSOIL PRIOR TO SPREADING) IN ALL NEW PLANTER AREAS AND 4" IN ALL TURF AREAS. PLANTER BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ACCOMMODATE NEW TOPSOIL AND/OR PLANTER BED MULCH TO REACH FINISHED GRADE.
- CONCRETE CURBING TO BE INSTALLED BETWEEN PLANTER BED AREAS AND LANDSCAPE/TURF/BROADCAST SEED AREAS.
- STONE AND COBBLE MULCH TO BE IMPLEMENTED AT A DEPTH OF 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS. PULL COBBLE MULCH AND CRUSHED STONE MIN. 3" AWAY FROM BASE OF ALL PERENNIALS AND SHRUBS AND MIN. 6" AWAY FROM ALL TREES.
- INSTALLATION SHALL COMPLY WITH ALL NATIONAL, STATE AND LOCAL LAWS AND ORDINANCES.
- ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS OF THE QUALITY AND PERFORMANCE SPECIFIED, AND SHALL MEET THE REQUIREMENTS OF THIS SYSTEM. USE MATERIALS AS SPECIFIED, NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT WRITTEN PERMISSION OF THE OWNER OR LANDSCAPE ARCHITECT
- BASE PLAN & LOCATION OF EXISTING EQUIPMENT ARE SCHEMATIC IN NATURE. FIELD VERIFY ALL BASE & EXISTING ELEMENTS PRIOR TO CONSTRUCTION & PROVIDE NECESSARY ADJUSTMENTS.

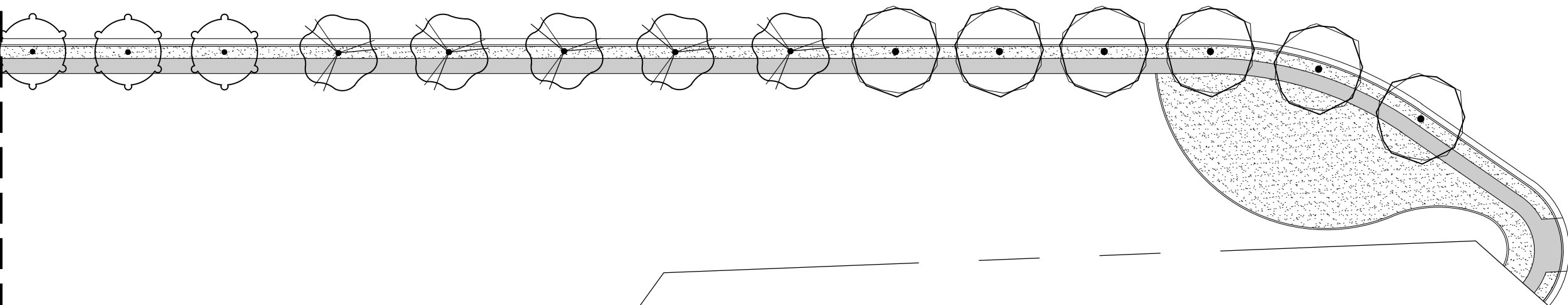
PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CAL
	CER CAN	5	Cercis canadensis / Eastern Redbud	B&B	2"
	KOE PAN	10	Koelreuteria paniculata / Golden Rain Tree	B&B	2"
	MAL RAD	12	Malus x 'Radiant' / Radiant Crab Apple	B&B	2"
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	PHY LIT	5	Physocarpus opulifolius 'Little Devil' TM / Dwarf Ninebark	5 GAL	
	PIN SLO	2	Pinus mugo 'Slowmound' / Mugo Pine	5 GAL	
	ROS DOU	3	Rosa x 'Double Knockout' / Double Knockout Rose	5 GAL	
ANNUALS/PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	SED AU6	8	Sedum spectabile 'Autumn Joy' / Stonecrop	1 GAL	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	CAL OV2	8	Calamagrostis x acutiflora 'Overdam' / Overdam Feather Reed Grass	1 GAL	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	APA BRO	416 sf	Apache Brown 1" Fractured Stone - See detail 2, sheet LS-04		
	POA PRA	31,763 sf	Poa pratensis / Kentucky Bluegrass	SOD	

SHEET LS-02



SHEET LS-03



OWNER/CLIENT



5400 W. CIVIC CENTER DR., SUITE 1
HIGHLAND, UTAH 84003

ENGINEER/LANDSCAPE ARCHITECT

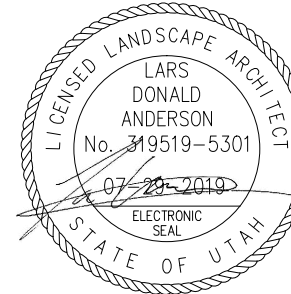


PROJECT ENGINEERING CONSULTANTS
986 WEST 9000 SOUTH
WEST JORDAN, UTAH, 84088
OFFICE:801-495-4240
INFO@PEC.US.COM

PROJECT INFORMATION

HIGHLAND PARKSTRIP
ATLAS DRIVE AND ADONIS DRIVE
HIGHLAND, UTAH

SEAL/STAMP OF APPROVAL



PIC:
LDA

PM:
LDA

DRAWN BY:
ZAS

CHECKED BY:
GSK

PLOT DATE:
8-1-2019

SUBMISSION DATE

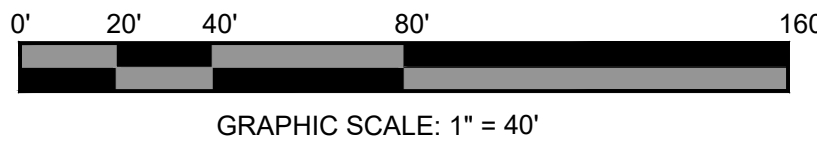
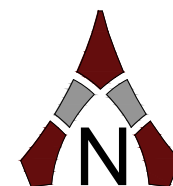
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PROJECT #

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PLAN INFORMATION

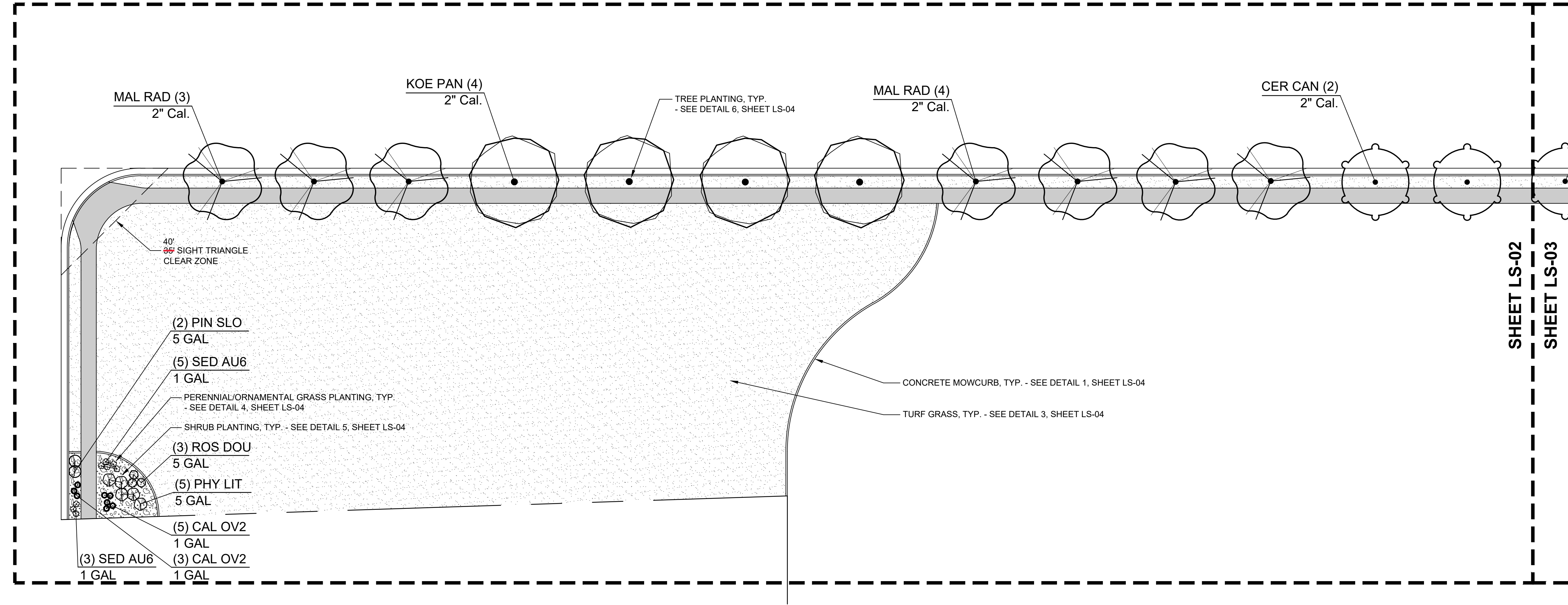


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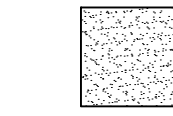
SHEET INDEX &
LANDSCAPE OVERVIEW

SHEET NUMBER

LS-01



PLANT SCHEDULE LS-02

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	CER CAN	2	Cercis canadensis / Eastern Redbud	2" Cal.	B&B
	KOE PAN	4	Koelreuteria paniculata / Golden Rain Tree	2" Cal.	B&B
	MAL RAD	7	Malus x 'Radiant' / Radiant Crab Apple	2" Cal.	B&B
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	PHY LIT	5	Physocarpus opulifolius 'Little Devil' TM / Dwarf Ninebark	5 GAL	
	PIN SLO	2	Pinus mugo 'Slowmound' / Mugo Pine	5 GAL	
	ROS DOU	3	Rosa x 'Double Knockout' / Double Knockout Rose	5 GAL	
ANNUALS/PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	SED AU6	8	Sedum spectabile 'Autumn Joy' / Stonecrop	1 GAL	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	CAL OV2	8	Calamagrostis x acutiflora 'Overdam' / Overdam Feather Reed Grass	1 GAL	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	APA BRO	416 sf	Apache Brown 1" Fractured Stone - See detail 2, sheet LS-04		
	POA PRA	27,061 sf	Poa pratensis / Kentucky Bluegrass	SOD	

OWNER/CLIENT



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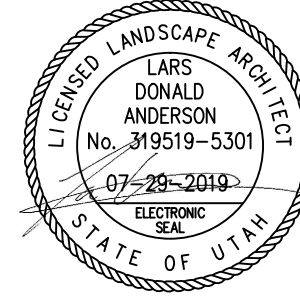
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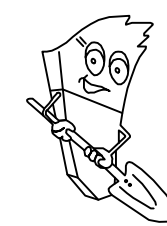
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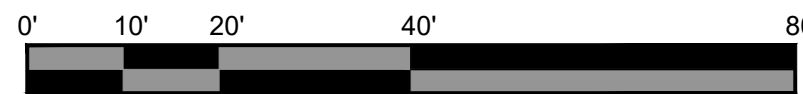
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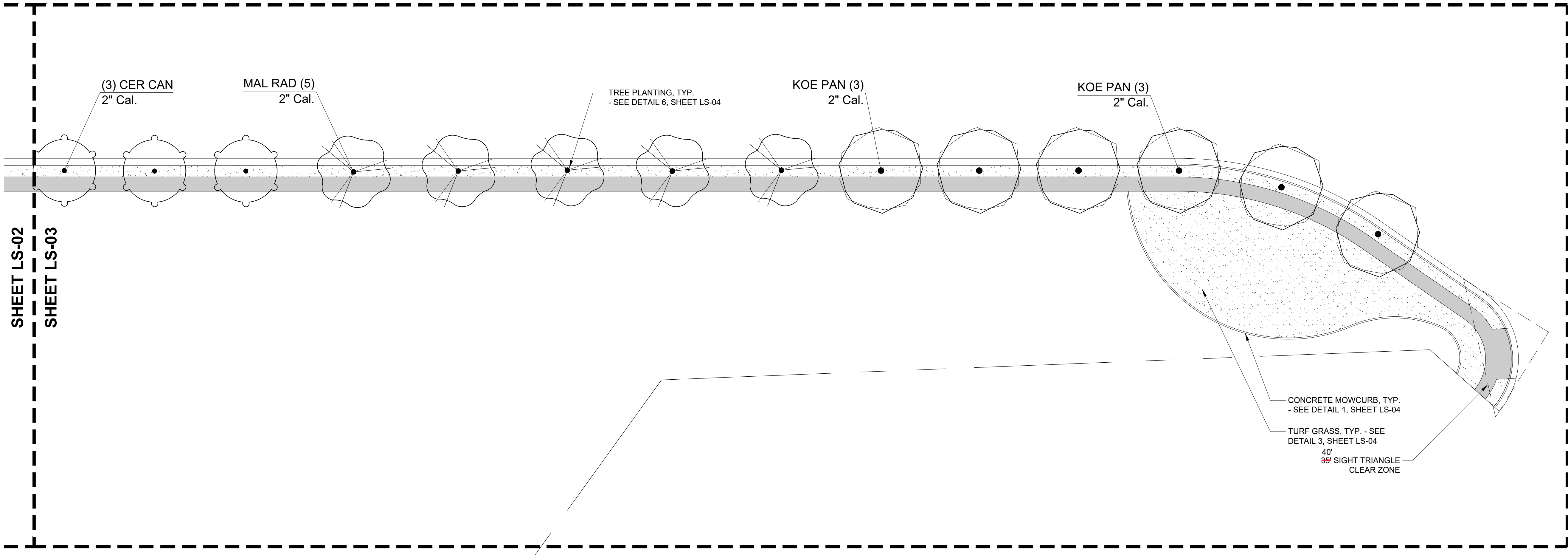
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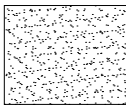
LANDSCAPE PLAN

SHEET NUMBER

LS-02



PLANT SCHEDULE LS-03

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	CER CAN	3	Cercis canadensis / Eastern Redbud	2" Cal.	B&B
	KOE PAN	6	Koelreuteria paniculata / Golden Rain Tree	2" Cal.	B&B
	MAL RAD	5	Malus x 'Radiant' / Radiant Crab Apple	2" Cal.	B&B
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	POA PRA	4,703 sf	Poa pratensis / Kentucky Bluegrass	SOD	

OWNER/CLIENT



5400 W. CIVIC CENTER DR., SUITE 1
HIGHLAND, UTAH 84003

ENGINEER/LANDSCAPE ARCHITECT

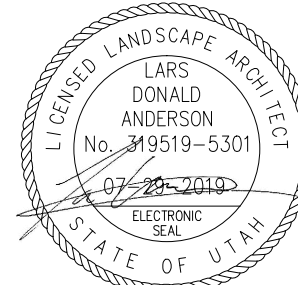


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HIGHLAND, UTAH

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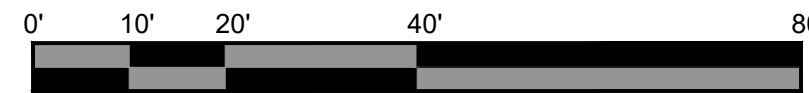
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PLAN INFORMATION



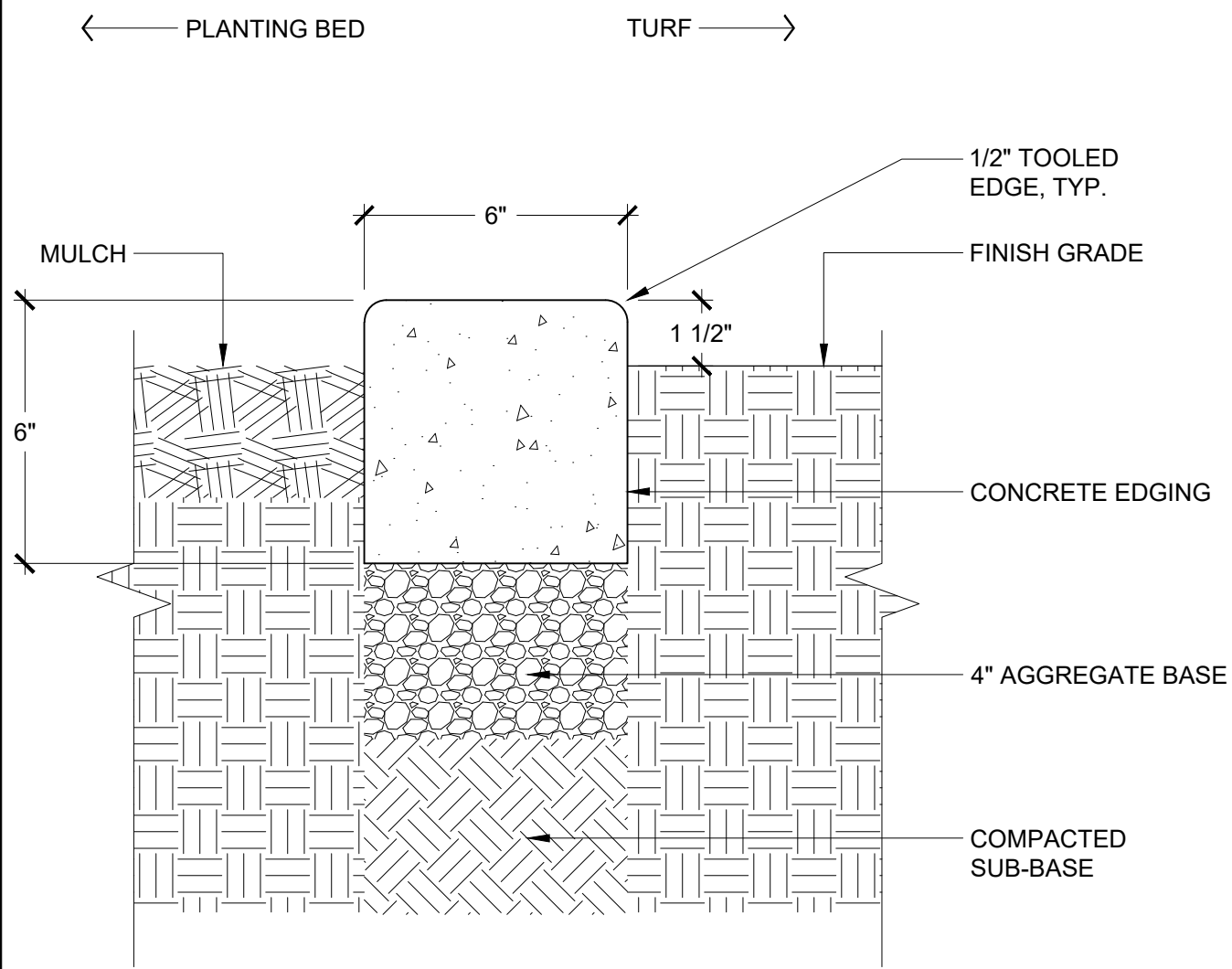
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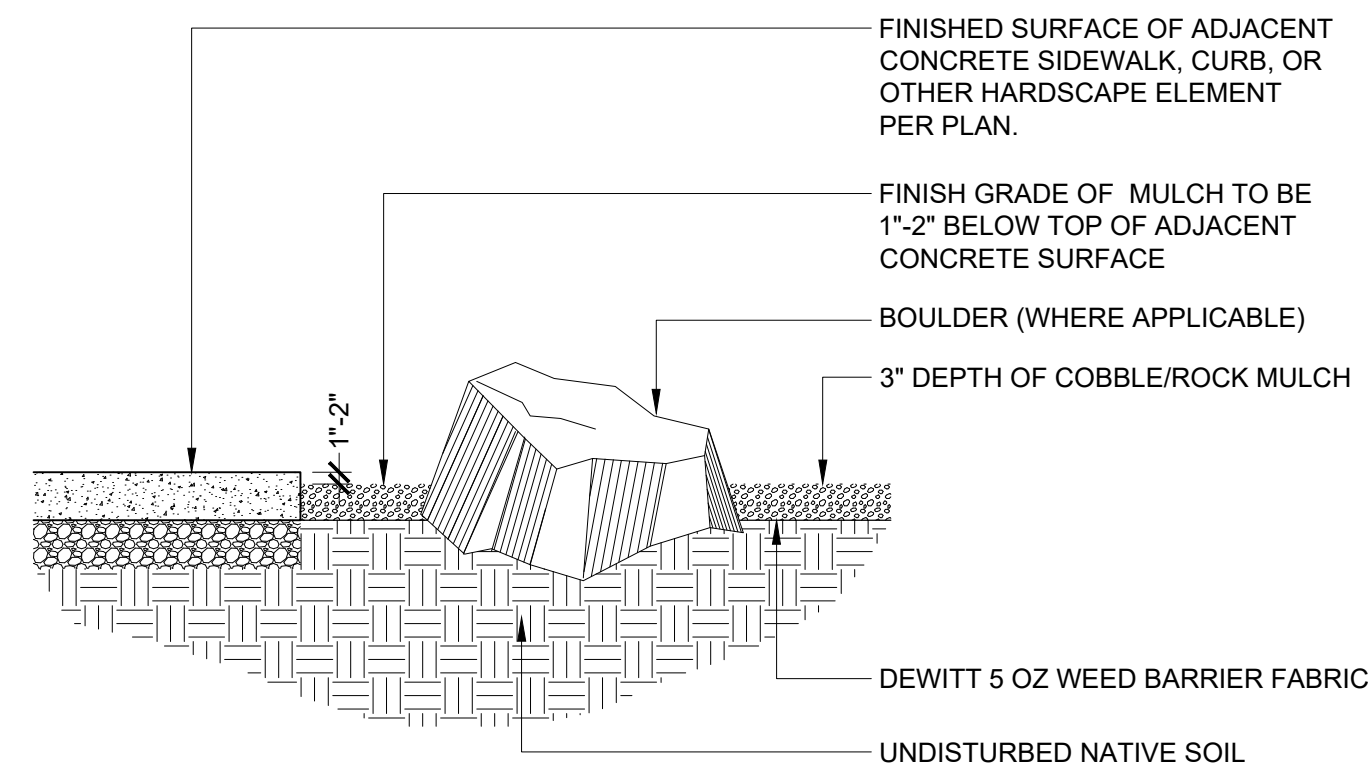
LANDSCAPE PLAN

SHEET NUMBER

LS-03



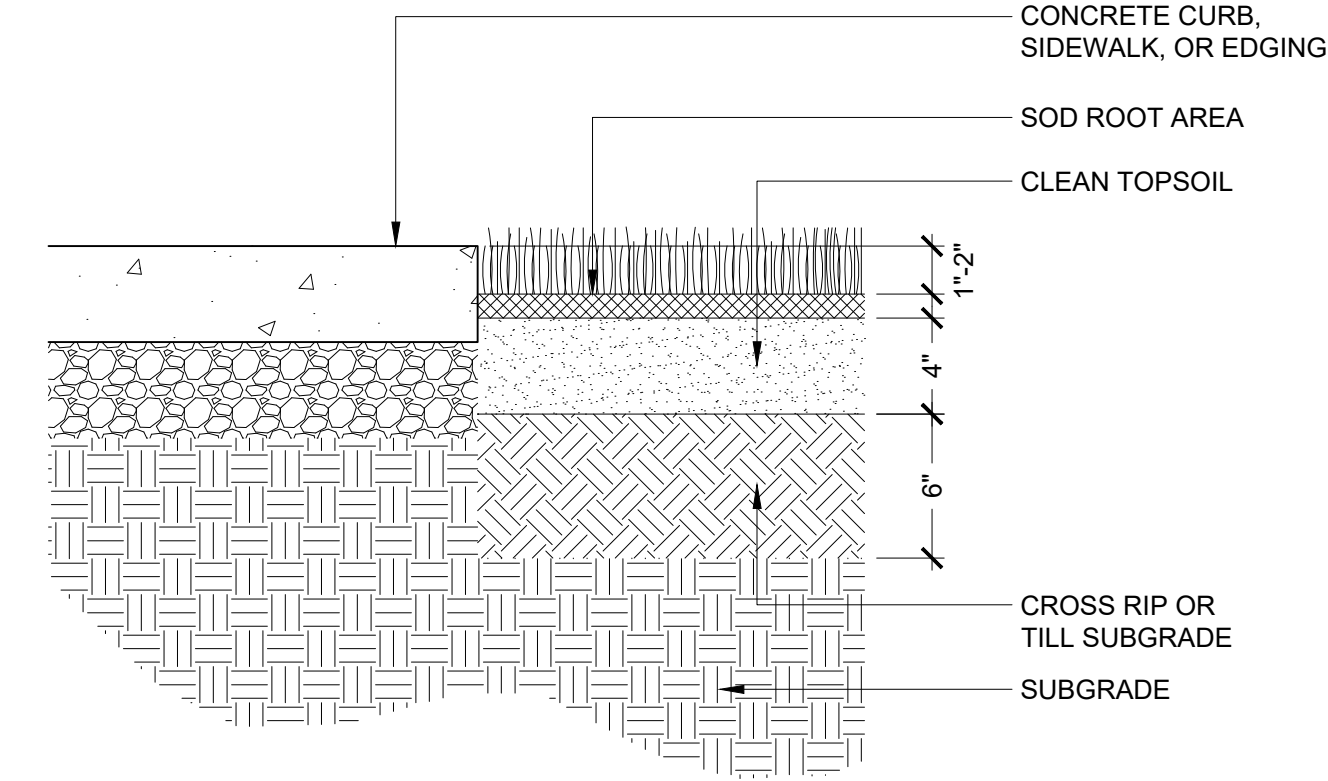
1 CONCRETE EDGING
3" = 1'-0" P-PU18020-SITE-01



2 COBBLE MULCH
3/4" = 1'-0" P-PU18020-SITE-02

NOTES:

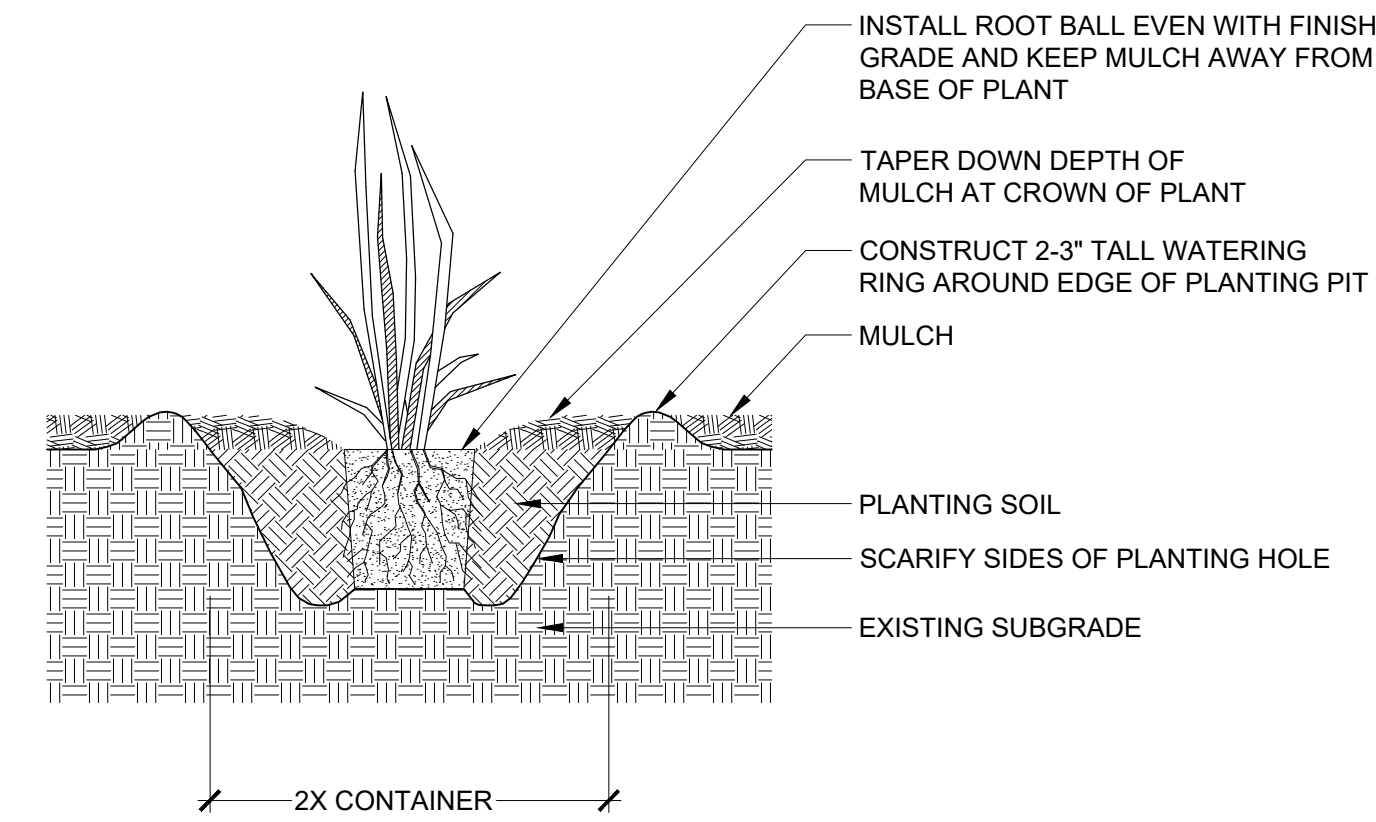
- KEEP TOP OF MULCH 1"-2" BELOW ADJACENT WALKS AND CURBS. DO NOT ALLOW MULCH TO TOUCH THE TRUNK OF ANY PLANT. INSTALL MULCH AFTER INSTALLATION OF WEED BARRIER FABRIC AND PLANT MATERIAL.
- CONTRACTOR TO ENSURE THAT TOP OF WEED BARRIER FABRIC IS FREE OF SOILS AND DEBRIS PRIOR TO PLACING MULCH.



3 SOD PLANTING
1 1/2" = 1'-0" P-PU18020-PLNT-04

NOTES:

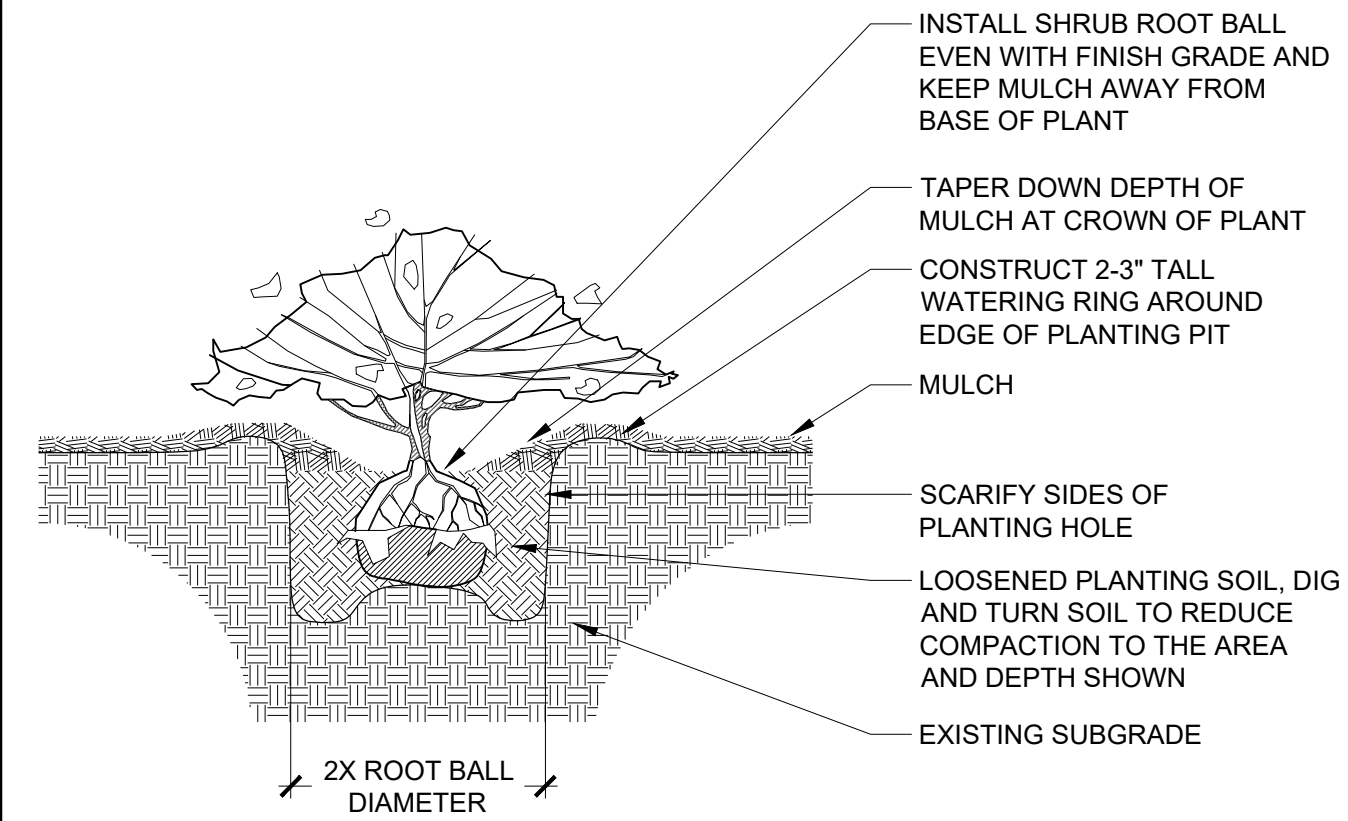
- ENSURE FINISH GRADE IS 1"- 2" BELOW TOP OF CURB, WALK, OR EDGING.
- SOD SHALL BE 100% KENTUCKY BLUEGRASS OR CITY APPROVED EQUAL.



4 PERENNIAL/ORNAMENTAL GRASS PLANTING
3/4" = 1'-0" P-PU18020-PLNT-01

NOTES:

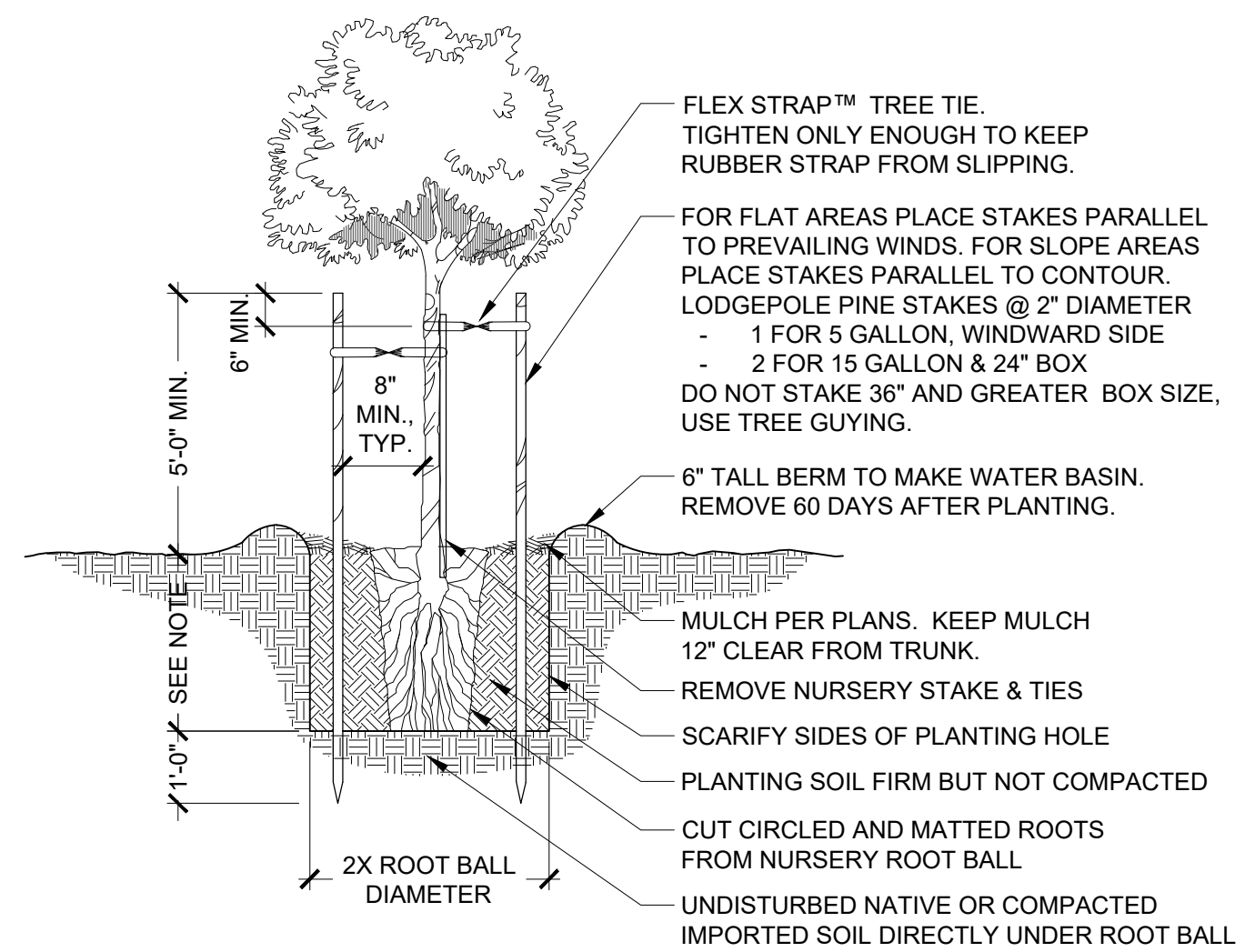
- EXCAVATE ORNAMENTAL GRASS/PERENNIAL PITS AS ROUND HOLES.



5 SHRUB PLANTING
1/2" = 1'-0" P-PU18020-PLNT-02

NOTES:

- EXCAVATE SHRUB PITS AS ROUND PLANTING HOLES.



6 DECIDUOUS TREE PLANTING
1/2" = 1'-0" P-PU18020-PLNT-03

NOTES:

- PLANT PIT DEPTH TO BE 1" LESS THAN ROOT BALL DEPTH. CROWN BOTTOM OF PIT SO THAT TREE WILL SIT AT 3" ABOVE GRADE.

OWNER/CLIENT



5400 W. CIVIC CENTER DR., SUITE 1
HIGHLAND, UTAH 84003

ENGINEER/LANDSCAPE ARCHITECT



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	PIC: LDA
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SHEET NAME

LANDSCAPE DETAILS

SHEET NUMBER

LS-04

IRRIGATION NOTES (PEC)

1.

ALL PIPE TO BE SCHEDULE 40 PVC PIPE. NO POLY PIPE SHALL BE INCLUDED. FITTINGS UP TO 1 1/2" MUST BE SCHEDULE 40 OR BETTER. FITTINGS LARGER THAN 1 1/2" MUST BE SCHEDULE 80 OR BETTER. SCHEDULE 80 FITTINGS SHALL BE USED ON ALL MAINLINE PIPE.
2.

CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR WITH NO ADDITIONAL COST TO THE OWNER.
3.

PLACE ALL IRRIGATION IN LANDSCAPE AREAS AND ON THE PROPERTY OF THE OWNER.
4.

CONTROL WIRE SHALL BE 14-1 OR 12-1 SINGE STRAND WIRE. EXTRA WIRE MUST BE A DIFFERENT COLOR TO EACH VALVE BOX. NOT LOOPED.
5.

MODIFY LOCATION OF IRRIGATION COMPONENTS TO AVOID PLACING TREES, SHRUBS AND OTHER SITE ELEMENTS DIRECTLY OVER PIPE, PER PLANS. DO NOT LOCATE VALVE BOXES IN LAWN AREAS UNLESS DIRECTED TO BY LANDSCAPE ARCHITECT.
6.

CONTRACTOR SHALL INSTALL A 1" THREADED TEE WITH 1" THREADED PLUG AT POINT OF CONNECTION IN ORDER TO BLOW OUT THE SYSTEM WITH AN AIR COMPRESSOR EACH FALL.INSTALL FLUSH CAP AT THE END OF ALL DRIP IRRIGATION LINES TO FACILITATE BLOW-OUT AND MAINTENANCE (SEE DETAIL L, SHEET DT-03).
7.

LATERAL LINES SHALL BE NO SMALLER THAN 3/4". MINIMUM MAINLINE SIZE SHALL BE 2". LANDSCAPE CONTRACTOR SHALLE ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM

8.

INSTALL DRIP IRRIGATION PER DETAILS. CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY.
9.

CONTRACTOR SHALL PROVIDE AND INSTALL SLEEVES FOR ALL PIPES AND WIRES UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE INSIDE. ALL WIRE SHALL BE IN SEPARATE SLEEVES (NOT SHOWN). ALL CONTROL WIRE SHALL BE INSTALLED IN CLASS 200 PIPE. PLACE JUNCTION BOXES WHERE NECESSARY TO MINIMIZE LONG RUNS OR AT DIRECTIONAL CHANGES.
10.

WATER LINES AND ELECTRICAL LINES MUST NOT SHARE CONDUITS. ALL WIRE CONNECTIONS MUST BE CONTAINED IN VALVE BOX WITH 3' OF EXTRA WIRE. WIRE TO BE CONNECTED TO MAIN LINE PIPE WHERE POSSIBLE WITH TAPE AT 25' INTERVALS. SLACK IN CONTROL WIRES REQUIRED AT EVERY CHANGE OF DIRECTION. WIRES MUST HAVE SEPARATE COLORS FOR COMMON, CONTROL AND SPARE. MINIMUM 1 SPARE WIRE FOR EVERY 5 VALVES. ALL CONTROL WIRES TO BE INSULATED 14 GAUGE COPPER. ALL SPARE WIRES MUST "HOME RUN" TO CONTROLLER AND SPARE WIRES AVAILABLE AT ALL VALVE MANIFOLDS AND CLUSTERS.
11.

ALL SLEEVES INSTALLED SHALL BE DUCT TAPED TO PREVENT DIRT OR OTHER DEBRIS ENTERING PIPE. ALL SLEEVES SHALL BE IDENTIFIED BY WOOD OR PVC STAKES AND BE SPRAY PAINTED WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
12.

IRRIGATION SYSTEM MUST CONTAIN CHECK VALVES TO PREVENT LOW POINT DRAINAGE.
13.

SPACE ALL SPRAY HEADS 2" AWAY FROM ANY HARDSCAPE.
14.

CONTRACTOR SHALL MATCH PRECIPITATION RATES AS MUCH AS POSSIBLE FOR ALL LANDSCAPED AREAS. OVERHEAD IRRIGATION MUST HAVE A MINIMUM DU (DISTRIBUTION UNIFORMITY) OF 60%.
15.

IRRIGATION CONTRACTOR SHALL PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING.
16.

MAIN LINES SHALL BE 24" DEEP MIN. AND LATERAL LINES 12" DEEP MIN. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
17.

ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CITY AND/OR COUNTY CODES. THE CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS.
18.

IRRIGATION INSTALLATION TO COMPLY WITH APPLICABLE CITY SPECIFICATIONS AND DRAWINGS.

19.

ACTUAL INSTALLATION OF IRRIGATION SYSTEM MAY VARY SOMEWHAT FROM PLANS. THE CONTRACTOR IS RESPONSIBLE TO MAKE ADJUSTMENTS AS NEEDED TO ENSURE PROPER COVERAGE OF ALL LANDSCAPED AREAS.

20.

CONTRACTOR SHALL INSTALL IRRIGATION SYSTEM WITH HEAD TO HEAD COVERAGE IN ALL TURF AREAS. USE VAN AND/OR U-SERIES NOZZLES AS NECESSARY TO PROVIDE PROPER COVERAGE AND TO KEEP WATER OFF OF BUILDINGS AND HARDSCAPES.

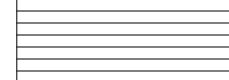
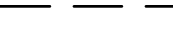
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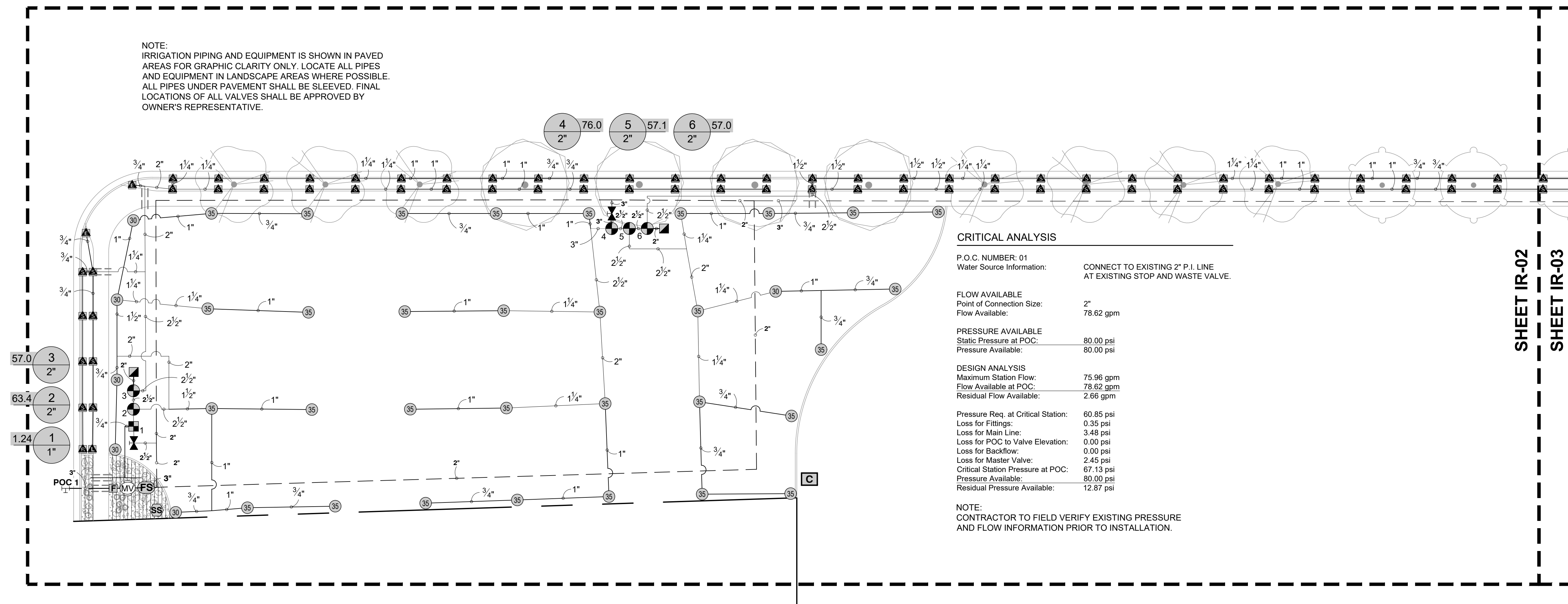
POWER TO CONTROLLER TO BE PROVIDED BY OWNER. OWNER TO SPECIFY EXACT LOCATION OF CONTROLLER. INSTALL PER MANUFACTURERS INSTRUCTIONS. CONTRACTOR SHALL INSTALL A RAIN SENSOR WITH CONTROLLER UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.

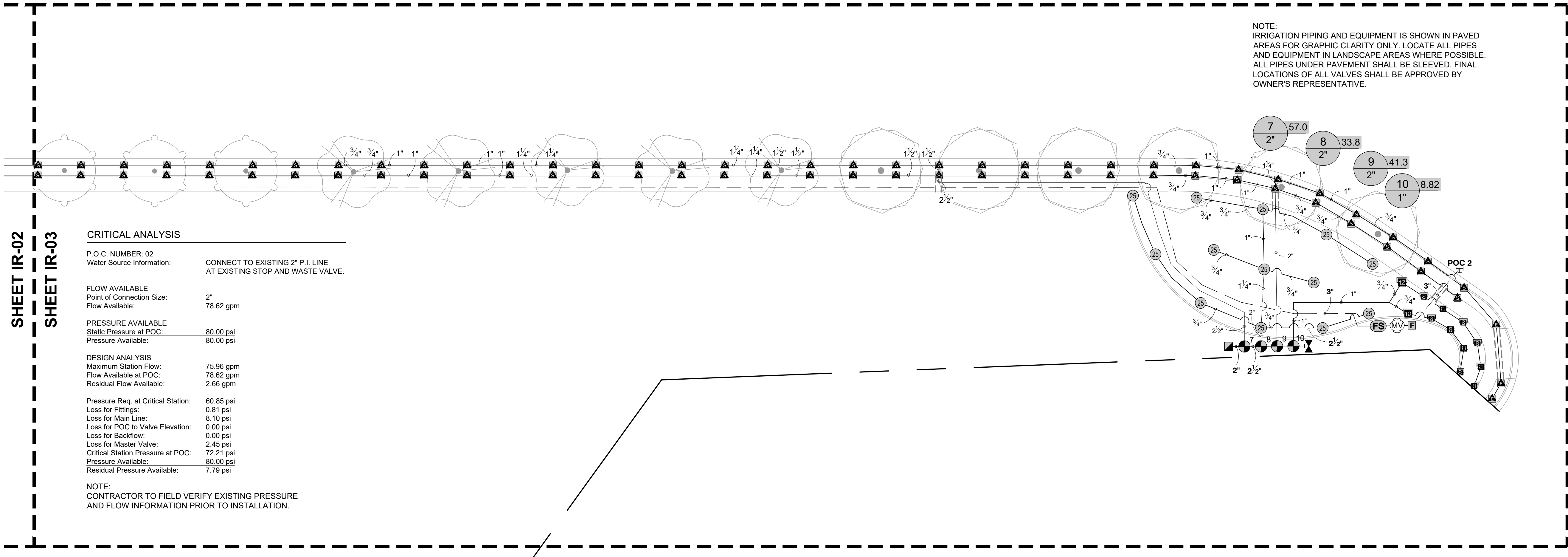
22.

IRRIGATION CONTRACTOR SHALL PROVIDE AN AS-BUILT IRRIGATION PLAN UPON COMPLETION OF INSTALLATION AND PRIOR TO FINAL PAYMENT.

23.

INSTALL A FLUSH CAP AT THE END OF EACH DRIP LINE PER DETAILS FOR MAINTENANCE.
- IRRIGATION SCHEDULE
- | SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | PSI | SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | |
|---|--|----------|-----|---|--|--|---|
|     | HUNTER PROS-04 5' STRIP SPRAY
TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. | 145 | 40 |  | HUNTER IGV-G-FS
1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY. | 9 | |
|     | HUNTER PROS-04 8' RADIUS
TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. | 8 | 40 |  | HUNTER HQ-44LRC
QUICK COUPLER VALVE, YELLOW RUBBER LOCKING COVER, RED BRASS AND STAINLESS STEEL, WITH 1" NPT INLET, 2-PIECE BODY. PROVIDE 1 KEY. | 3 | |
|     | HUNTER PROS-04 10' RADIUS
TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. | 1 | 40 |  | WATTS FULL PORT BALL VALVE
BRASS BALL VALVE, SIZE PER MAINLINE | 3 | |
|       | HUNTER PROS-04 12' RADIUS
TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. | 1 | 40 |  | HUNTER IGV-G-FS 2"
1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY. | 2 | |
|         | HUNTER PROS-04 ADJUSTABLE ARC
TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. | 2 | 40 |  | HUNTER ACC-1200
12 STATION OUTDOOR MODULAR CONTROLLER. NO MODULE REQUIRED. HIGH-END COMMERCIAL USE. METAL CABINET. 20 AMP BREAKER WITH A GFI PLUG. INCLUDE HUNTER ICR-R RECEIVER UNIT. ENCLOSE IN STRONG BOX MODEL MPE-A16-10K ELECTRICAL METER BASE PER CITY SPECIFICATIONS. | 1 | |
| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | PSI | RADIUS | | | |
|  | HUNTER I-20-04-MPR-SS
TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE. | 13 | 55 | 23' |  | HUNTER WSS
WIRELESS SOLAR, RAIN, FREEZE SENSOR WITH OUTDOOR INTERFACE, CONNECTS TO HUNTER PCG, PRO-C, AND I-CORE CONTROLLERS. INSTALL ON 10 FT. POLE PER CITY SPECIFICATIONS. INCLUDES 10 YEAR LITHIUM BATTERY AND RUBBER MODULE COVER, AND GUTTER MOUNT BRACKET. | 1 |
|  | HUNTER I-20-04-MPR-SS
TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE. | 6 | 55 | 28' |  | HUNTER HFS-208
FLOW SENSOR FOR USE WITH ACC CONTROLLER, 2" SCHEDULE 80 SENSOR BODY, 24 VAC, 2 AMP. | 2 |
|  | HUNTER I-20-04-MPR-SS
TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE. | 31 | 55 | 33' |  | AMIAID 2-T-S-PERFORATED SCREEN
AMIAID 2" T-SUPER SEMI-AUTOMATIC BRUSHAWAY PLASTIC FILTER, PERFORATED SCREEN, ENGINEERED-PLASTIC MATERIAL. MAXIMUM WORKING PRESSURE: 145PSI. INSTALL IN CARSON BROOKS 3636-18 VALVE BOX BELOW GROUND. | 2 |
| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | | | | | |
|  | HUNTER IGV-G-FS DRIP VALVE
DRIPI CONTROL ZONE. 1" IGV GLOBE VALVE WITH 1" RAIN BIRD PRF-100-RBY FILTER. PRESSURE REGULATION: 40PSI. FLOW RANGE: .5 GPM TO 15 GPM. 150 MESH STAINLESS STEEL SCREEN. | 1 | | |  | POINT OF CONNECTION 2"
CONNECT TO EXISTING 2" P.J. LINE AT EXISTING STOP AND WASTE VALVE. | 1 |
|  | AREA TO RECEIVE DRIPLINE
NETAFIM TLDL-04-18
TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE. 0.4 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART. WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. SURFACE AND SUB SURFACE INSTALLATIONS. UV RESISTANT. | 417 S.F. | | |  | POINT OF CONNECTION 2"
CONNECT TO EXISTING 2" P.J. LINE AT EXISTING STOP AND WASTE VALVE. | 1 |
|  | IRRIGATION LATERAL LINE: PVC SCHEDULE 40
USE PVC SCHEDULE 40 FITTINGS. | | | | | | |
|  | IRRIGATION MAINLINE: PVC SCHEDULE 40
USE PVC SCHEDULE 80 FITTINGS. | | | | | | |
|  | PIPE SLEEVE: PVC CLASS 200 SDR 21 | | | | | | |
|  | Valve Callout | | | | | | |
|  | Valve Number | | | | | | |
|  | Valve Flow | | | | | | |
| | Valve Size | | | | | | |
- OWNER/CLIENT
-
- 5400 W. CIVIC CENTER DR., SUITE 1
HIGHLAND, UTAH 84003
- ENGINEER/LANDSCAPE ARCHITECT
-
- PROJECT ENGINEERING CONSULTANTS
986 WEST 9000 SOUTH
WEST JORDAN, UTAH, 84088
OFFICE:801-495-4240
INFO@PEC.US.COM
- PROJECT INFORMATION
- HIGHLAND PARKSTRIP**
ATLAS DRIVE AND ADONIS DRIVE
HIGHLAND, UTAH
- SEAL/STAMP OF APPROVAL
-
- PIC:
LDA
PM:
LDA
DRAWN BY:
TK
CHECKED BY:
LDA
PLOT DATE:
8/1/2019
- SUBMISSION DATE
- 8-1-2019
- PROJECT #
- PUT 18-020
- | NO. | REVISION | DATE |
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-
-
-
- SHEET NAME
- IRRIGATION OVERVIEW
- SHEET NUMBER
- IR-01
- SHEET IR-02
-
- SHEET IR-03
-





NOTE:
IRRIGATION PIPING AND EQUIPMENT IS SHOWN IN PAVED AREAS FOR GRAPHIC CLARITY ONLY. LOCATE ALL PIPES AND EQUIPMENT IN LANDSCAPE AREAS WHERE POSSIBLE. ALL PIPES UNDER PAVEMENT SHALL BE SLEEVED. FINAL LOCATIONS OF ALL VALVES SHALL BE APPROVED BY OWNER'S REPRESENTATIVE.

OWNER/CLIENT



5400 W. CIVIC CENTER DR., SUITE 1
HIGHLAND, UTAH 84003

ENGINEER/LANDSCAPE ARCHITECT



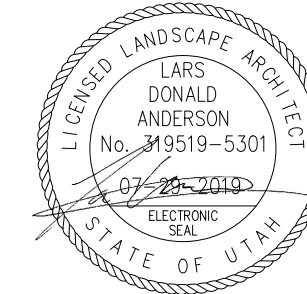
PROJECT ENGINEERING CONSULTANTS
986 WEST 9000 SOUTH
WEST JORDAN, UTAH, 84088
OFFICE: 801-495-4240
INFO@PEC.US.COM

PROJECT INFORMATION

HIGHLAND PARKSTRIP

ATLAS DRIVE AND ADONIS DRIVE
HIGHLAND, UTAH

SEAL/STAMP OF APPROVAL



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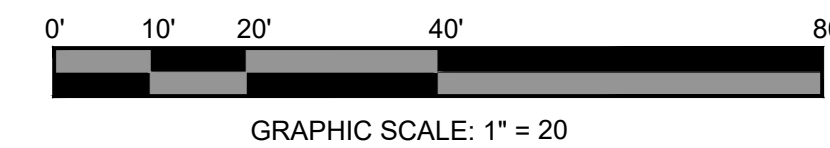
SUBMISSION DATE

PROJECT #

8-1-2019 PUT 18-020

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PLAN INFORMATION



SHEET NAME

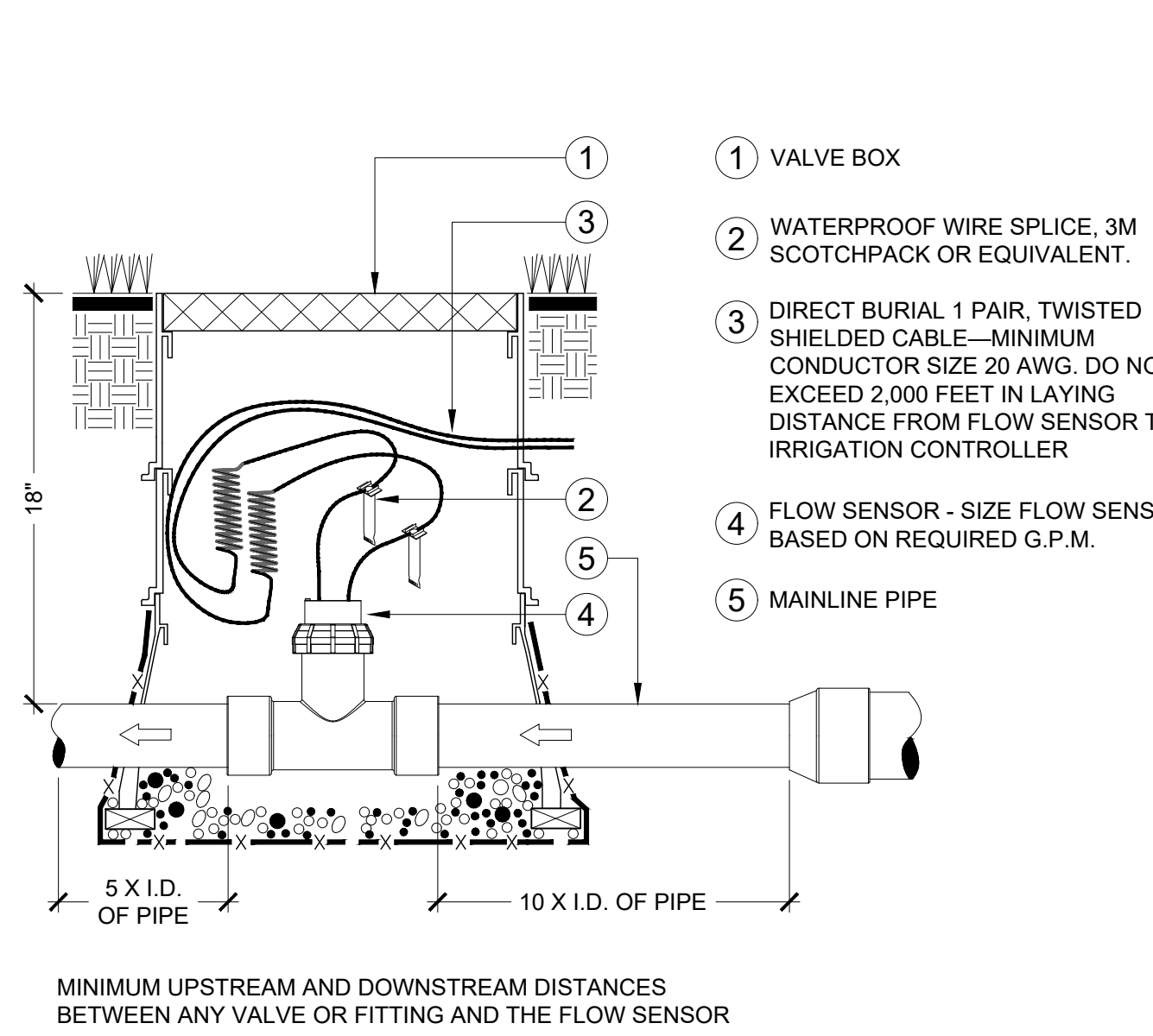
IRRIGATION PLAN

SHEET NUMBER

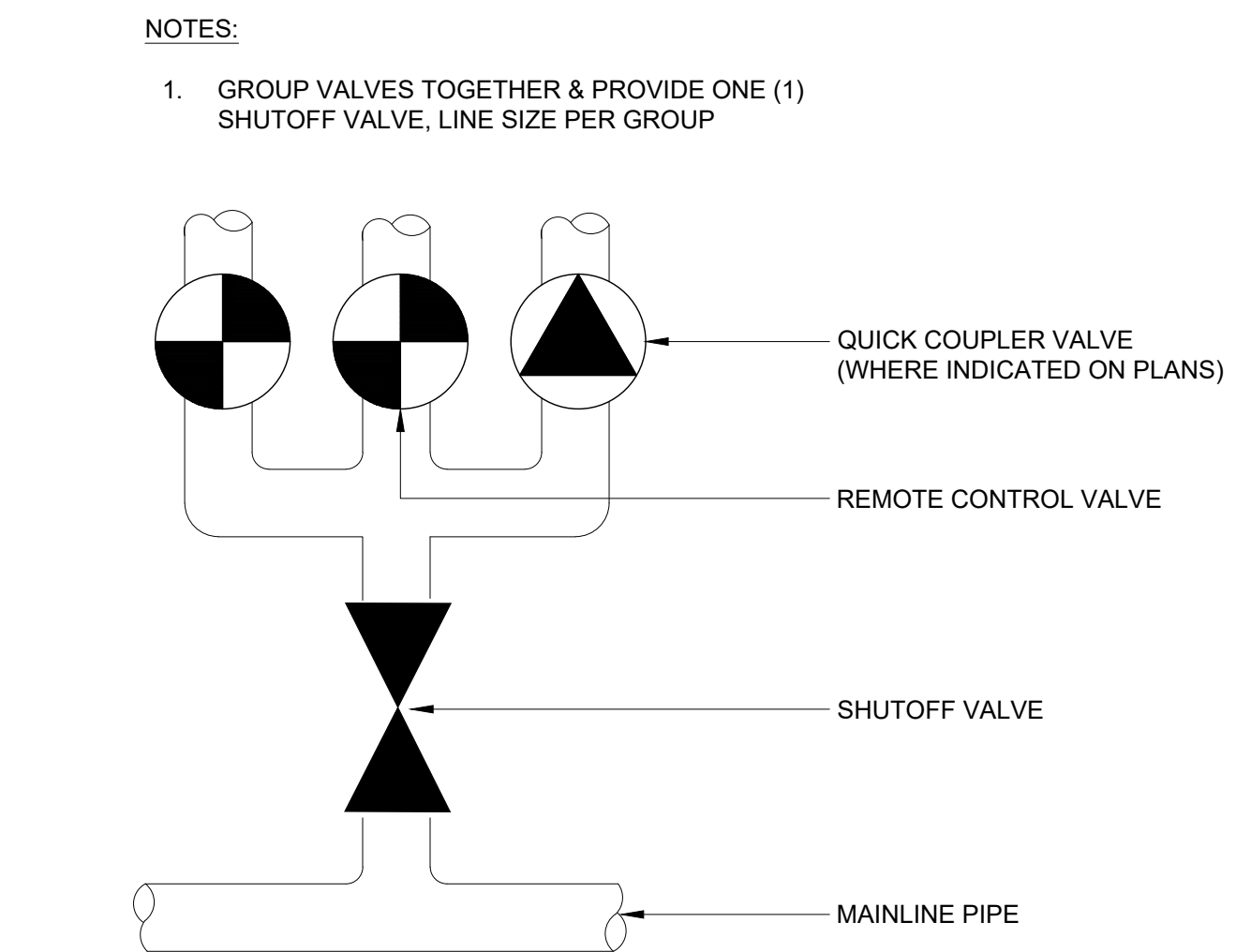
IR-03

IRRIGATION SCHEDULE IR-03

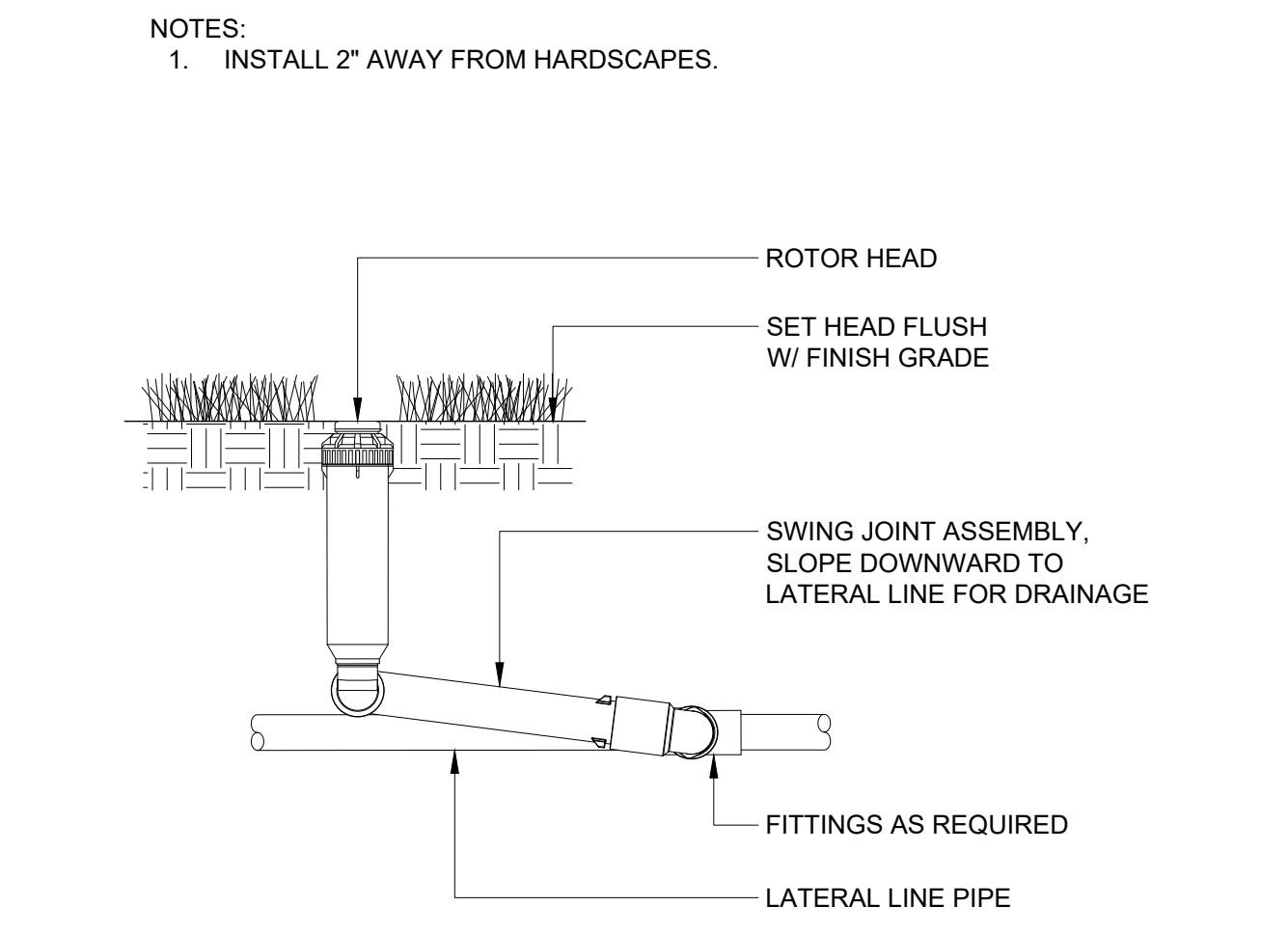
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER PROS-04 S STRIP SPRAY	73	40		HUNTER ICV-G-FS	4
	HUNTER PROS-04 8 RADIUS TURF SPRAY, 4.0" POP-UP, CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	8	40		HUNTER HQ-44LRC QUICK COUPLER VALVE, YELLOW RUBBER LOCKING COVER, RED BRASS AND STAINLESS STEEL, WITH 1" NPT INLET, 2-PIECE BODY. PROVIDE 1 KEY.	1
	HUNTER PROS-04 10 RADIUS TURF SPRAY, 4.0" POP-UP, CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	1	40		WATTS FULL PORT BALL VALVE BRASS BALL VALVE, SIZE PER MAINLINE	1
	HUNTER PROS-04 12 RADIUS TURF SPRAY, 4.0" POP-UP, CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	1	40		HUNTER ICV-G-FS 2" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE, WITH FILTER SENTRY.	1
	HUNTER PROS-04 ADJUSTABLE ARC TURF SPRAY, 4.0" POP-UP, CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	2	40		HUNTER HFS-208 FLOW SENSOR FOR USE WITH ACC CONTROLLER, 2" SCHEDULE 80 SENSOR BODY, 24 VAC, 2 AMP.	1
	HUNTER I-20-04 MPR-SS TURF ROTOR, 4.0" POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER, DRAIN CHECK VALVE, MPR NOZZLE.	13	55		AMIAID 2-T-S-PERFORATED SCREEN AMIAID 2" T-SUPER SEMI-AUTOMATIC BRUSHAWAY PLASTIC FILTER, PERFORATED SCREEN, ENGINEERED-PLASTIC MATERIAL, MAXIMUM WORKING PRESSURE 145PSI. INSTALL IN CARSON BROOKS 3636-18 VALVE BOX BELOW GROUND.	1
	HUNTER ICV-G-FS DRIP VALVE DRIP CONTROL ZONE, 1" ICV GLOBE VALVE WITH 1" RAIN BIRD PRF-100-RBY FILTER. PRESSURE REGULATION: 40PSI. FLOW RANGE: 5 GPM TO 15 GPM. 150 MESH STAINLESS STEEL SCREEN.	1			POINT OF CONNECTION 2" CONNECT TO EXISTING 2" P.I. LINE AT EXISTING STOP AND WASTE VALVE.	1
	AREA TO RECEIVE DRIPLINE NETAFIM TLDL-04-18 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE, 0.4 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. SURFACE AND SUB SURFACE INSTALLATIONS. UV RESISTANT.	417 S.F.			IRRIGATION LATERAL LINE: PVC SCHEDULE 40 USE PVC SCHEDULE 40 FITTINGS.	
					IRRIGATION MAINLINE: PVC SCHEDULE 40 USE PVC SCHEDULE 80 FITTINGS.	
					PIPE SLEEVE: PVC CLASS 200 SDR 21	
					Valve Callout: Valve Number Valve Flow Valve Size	



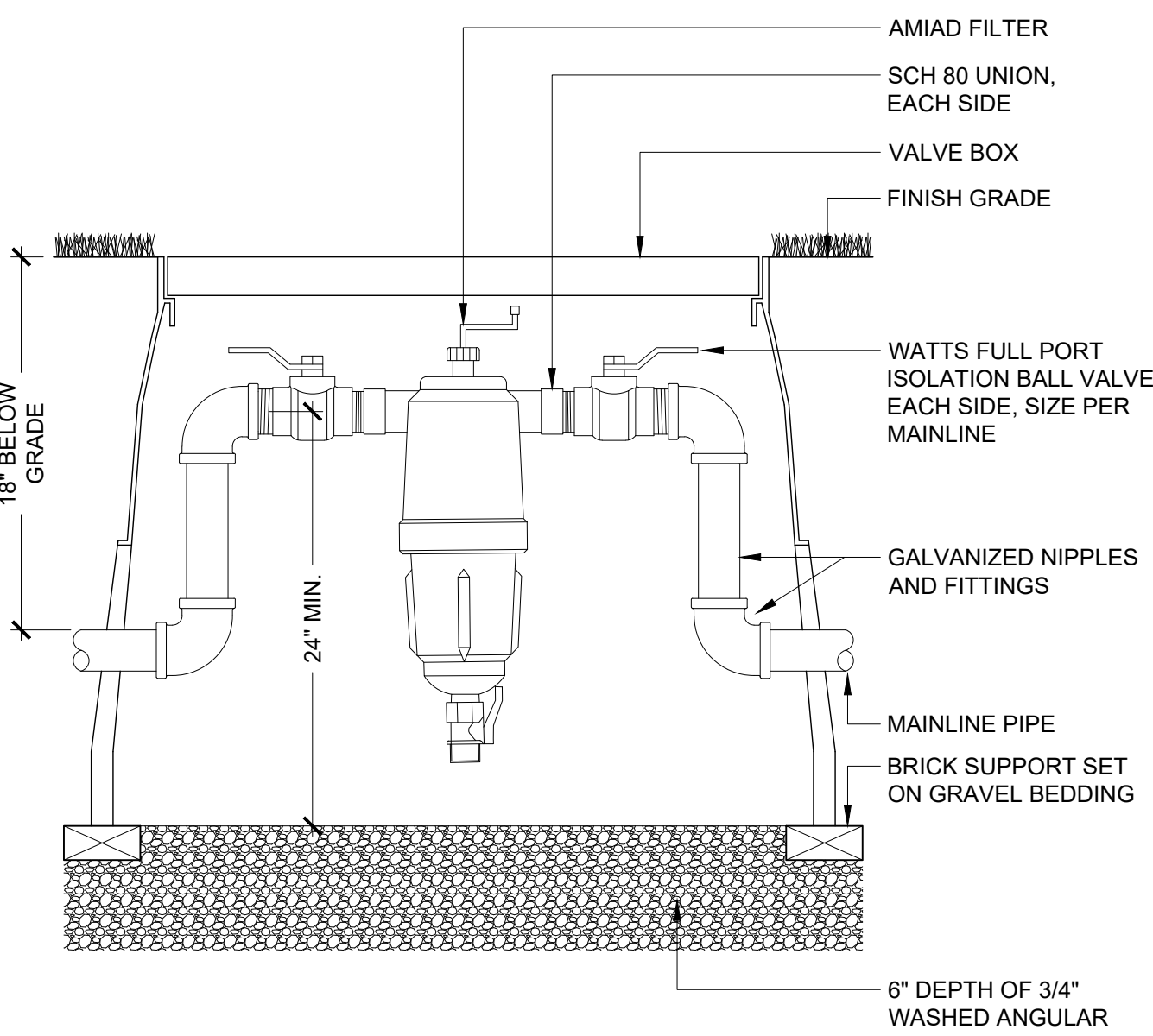
1 FLOW SENSOR
1" = 1" P-PU18020-IRRI-01



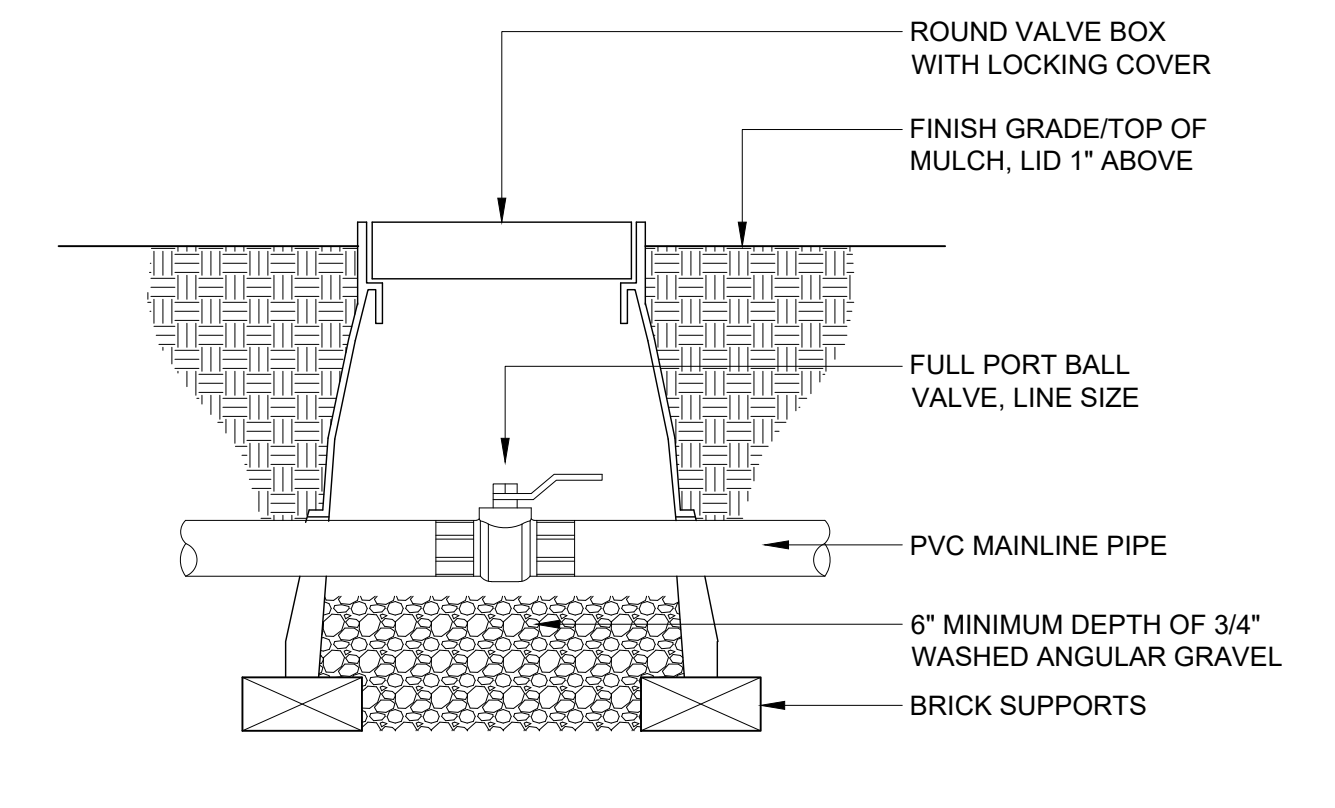
5 VALVE MANIFOLD
3" = 1'-0" P-PU18020-IRRI-15



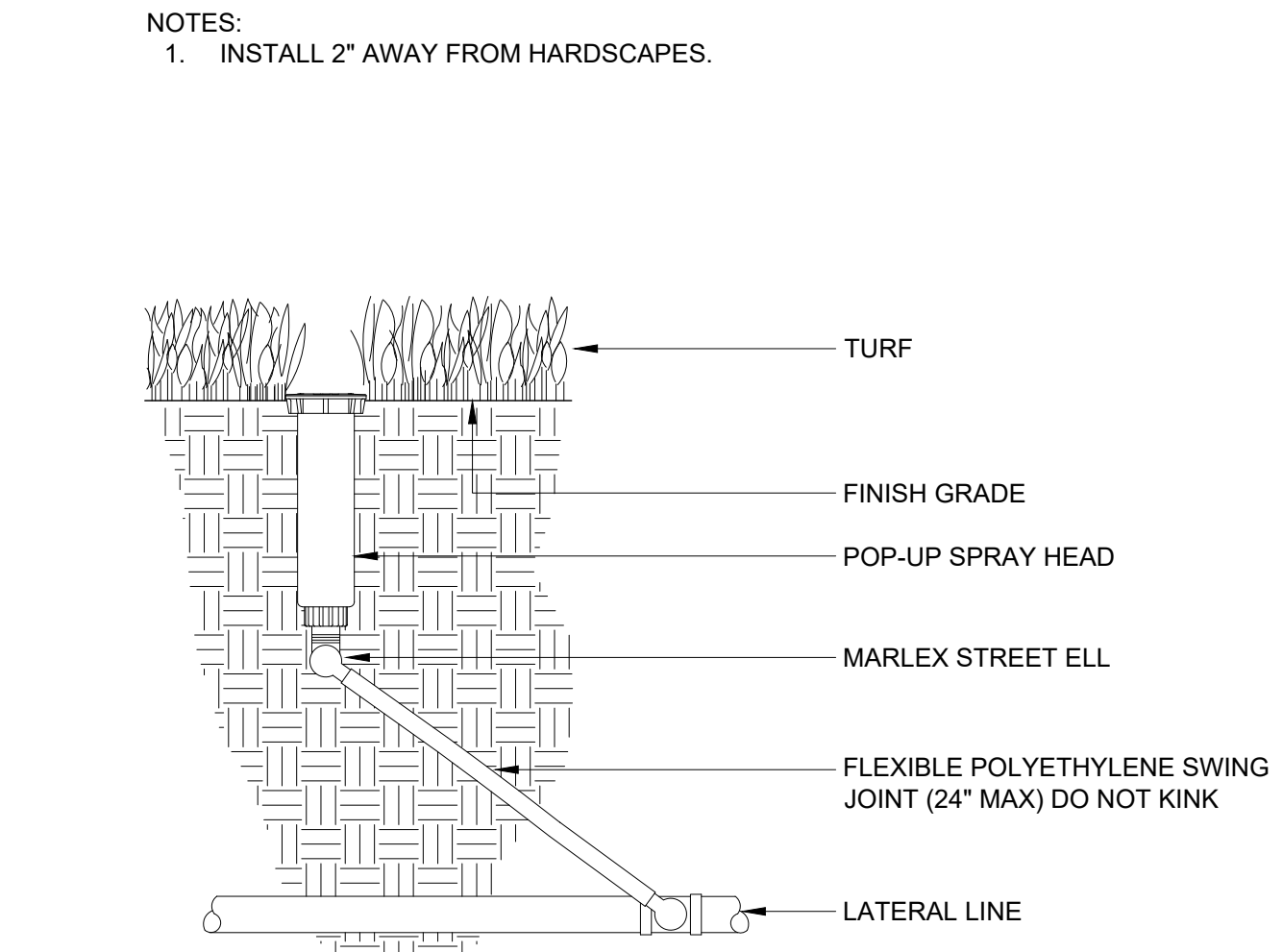
9 ROTOR HEAD
3" = 1'-0" P-PU18020-IRRI-11



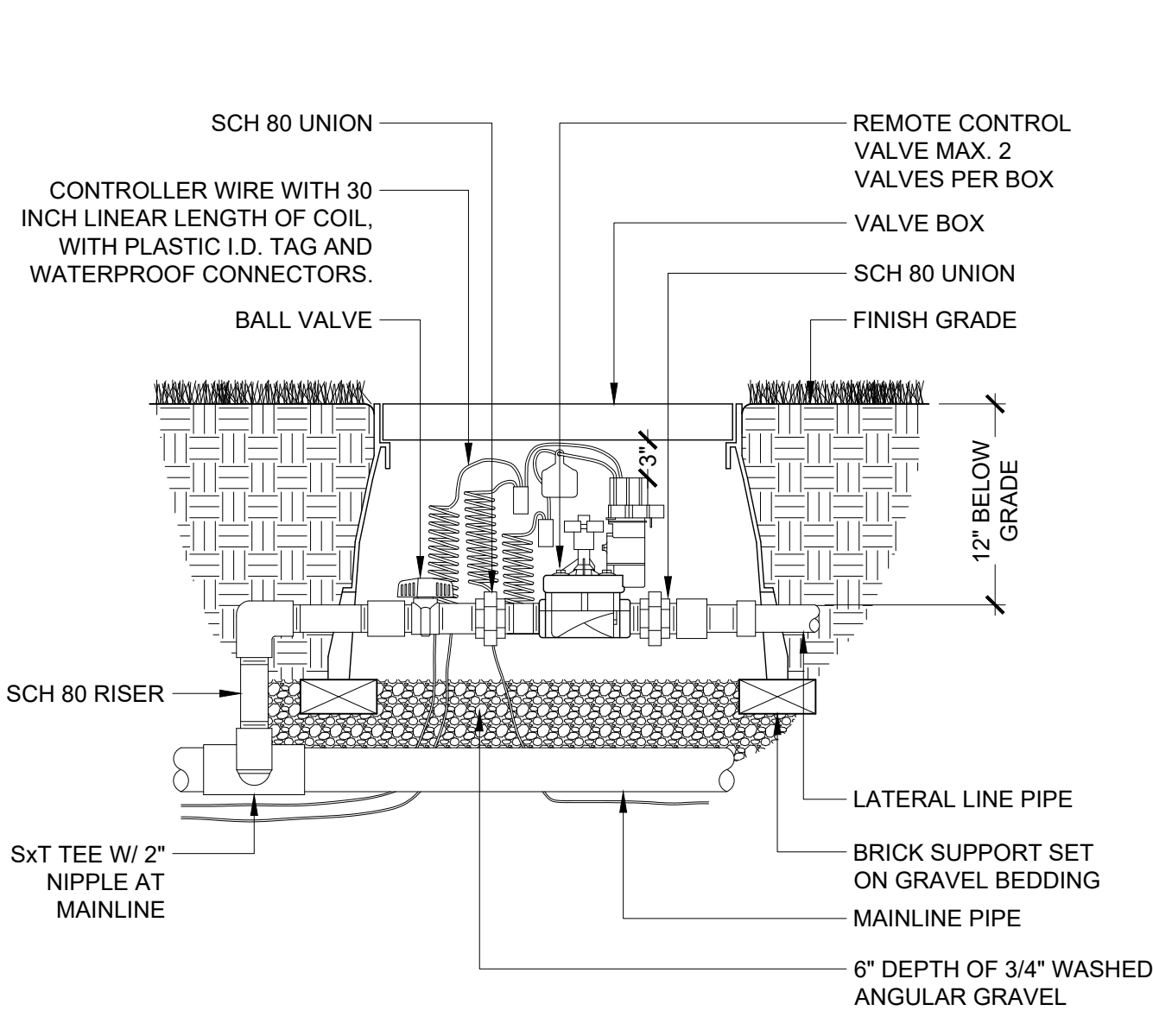
2 IRRIGATION FILTER
1 1/2" = 1'-0" P-PU18020-IRRI-18



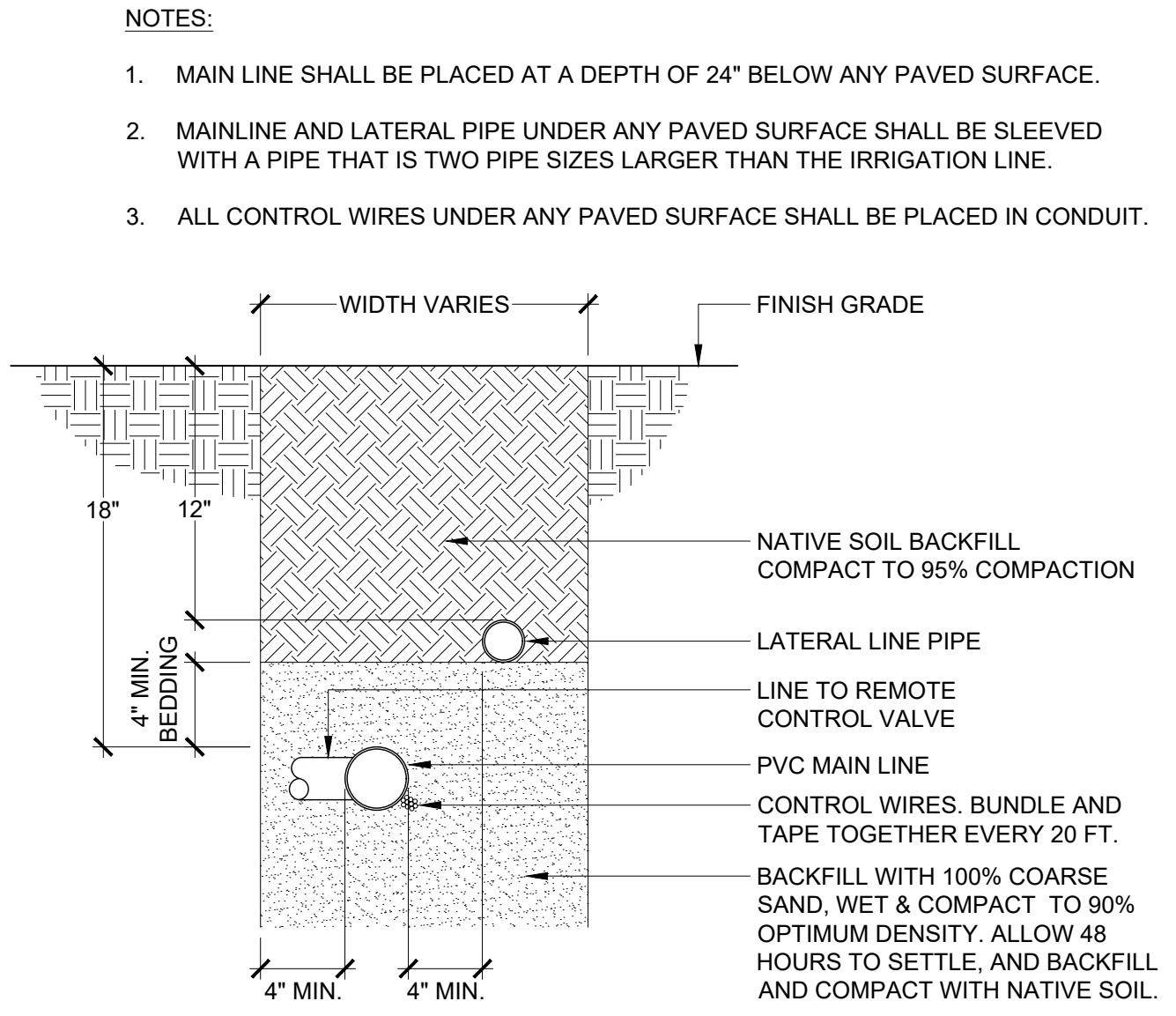
6 ISOLATION VALVE
1 1/2" = 1'-0" P-PU18020-IRRI-10



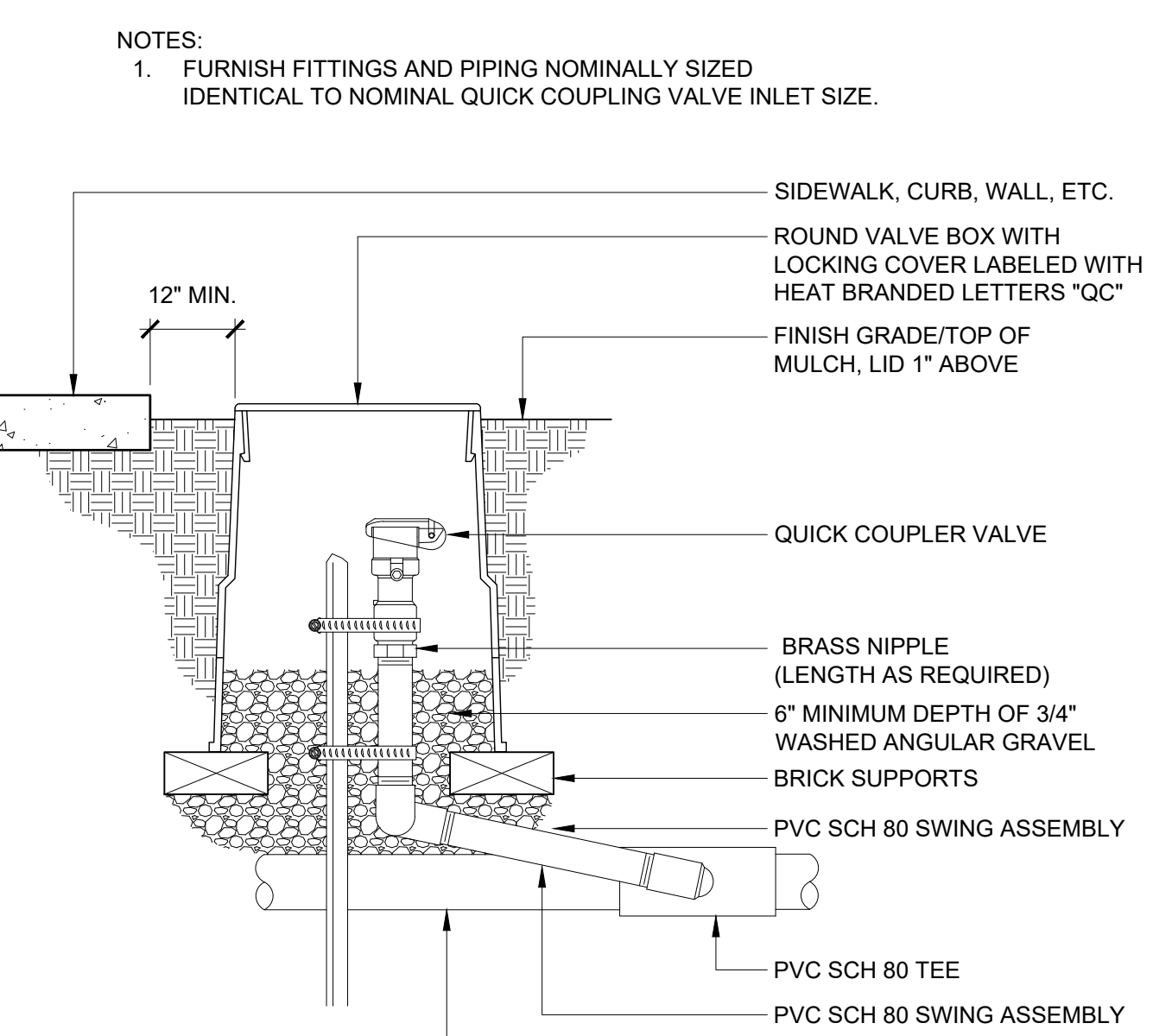
10 TURF POP-UP SPRAY HEAD
3" = 1'-0" P-PU18020-IRRI-12



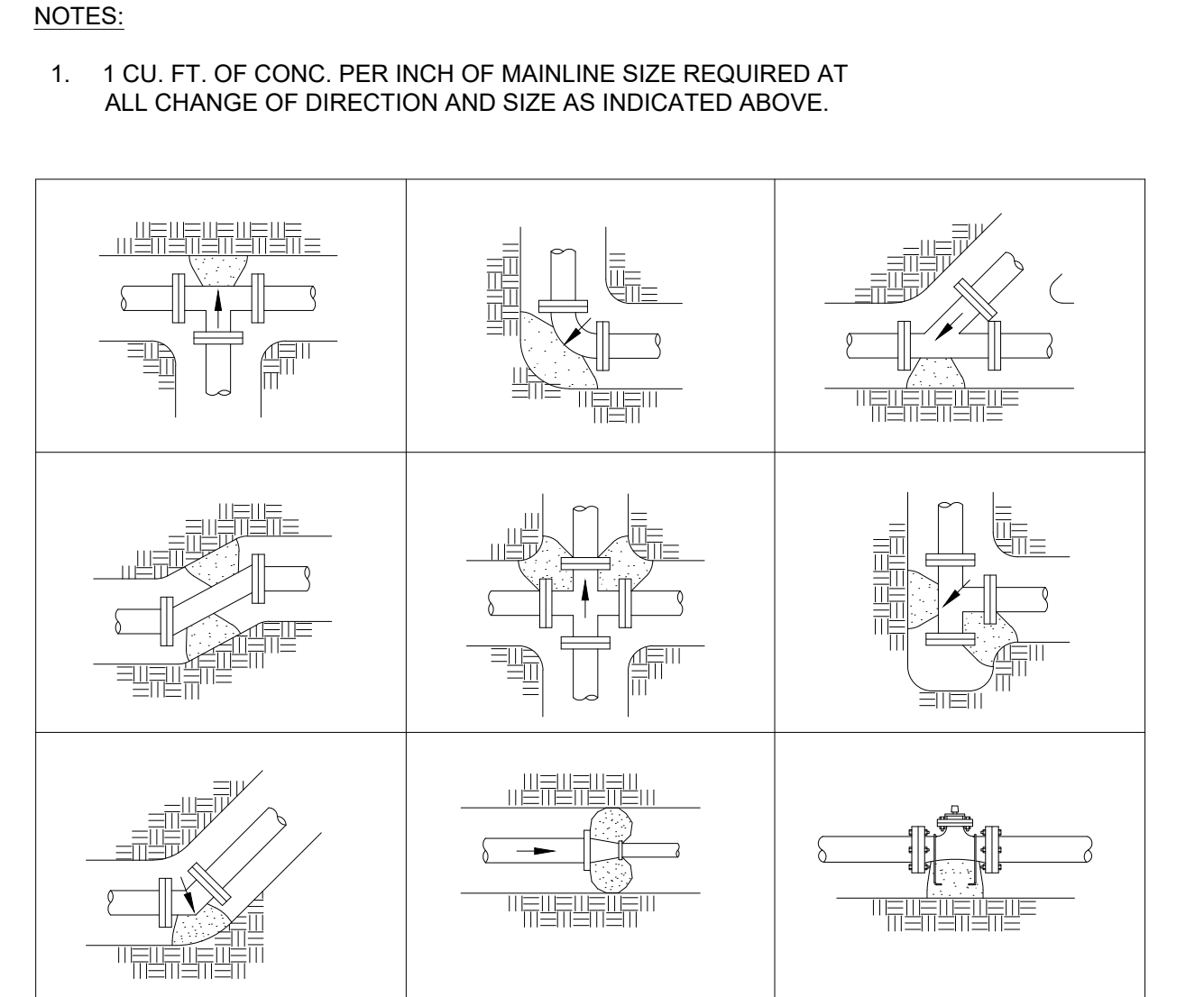
3 REMOTE CONTROL VALVE
1 1/2" = 1'-0" P-PU18020-IRRI-14



7 PIPE TRENCH SECTION
1 1/2" = 1'-0" P-PU18020-IRRI-16



4 QUICK COUPLER VALVE
1 1/2" = 1'-0" P-PU18020-IRRI-13



8 THRUST BLOCKING
NTS P-PU18020-IRRI-17

OWNER/CLIENT

HIGHLAND CITY
5400 W. CIVIC CENTER DR., SUITE 1
HIGHLAND, UTAH 84003

ENGINEER/LANDSCAPE ARCHITECT

PEC
PROJECT ENGINEERING CONSULTANTS
986 WEST 9000 SOUTH
WEST JORDAN, UTAH, 84088
OFFICE: 801-495-4240
INFO@PEC.US.COM

PROJECT INFORMATION

HIGHLAND PARKSTRIP
ATLAS DRIVE AND ADONIS DRIVE
HIGHLAND, UTAH

SEAL/STAMP OF APPROVAL

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PM: LDA
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PLOT DATE: 8/1/2019

SUBMISSION DATE: 8-1-2019 PROJECT #: PUT 18-020

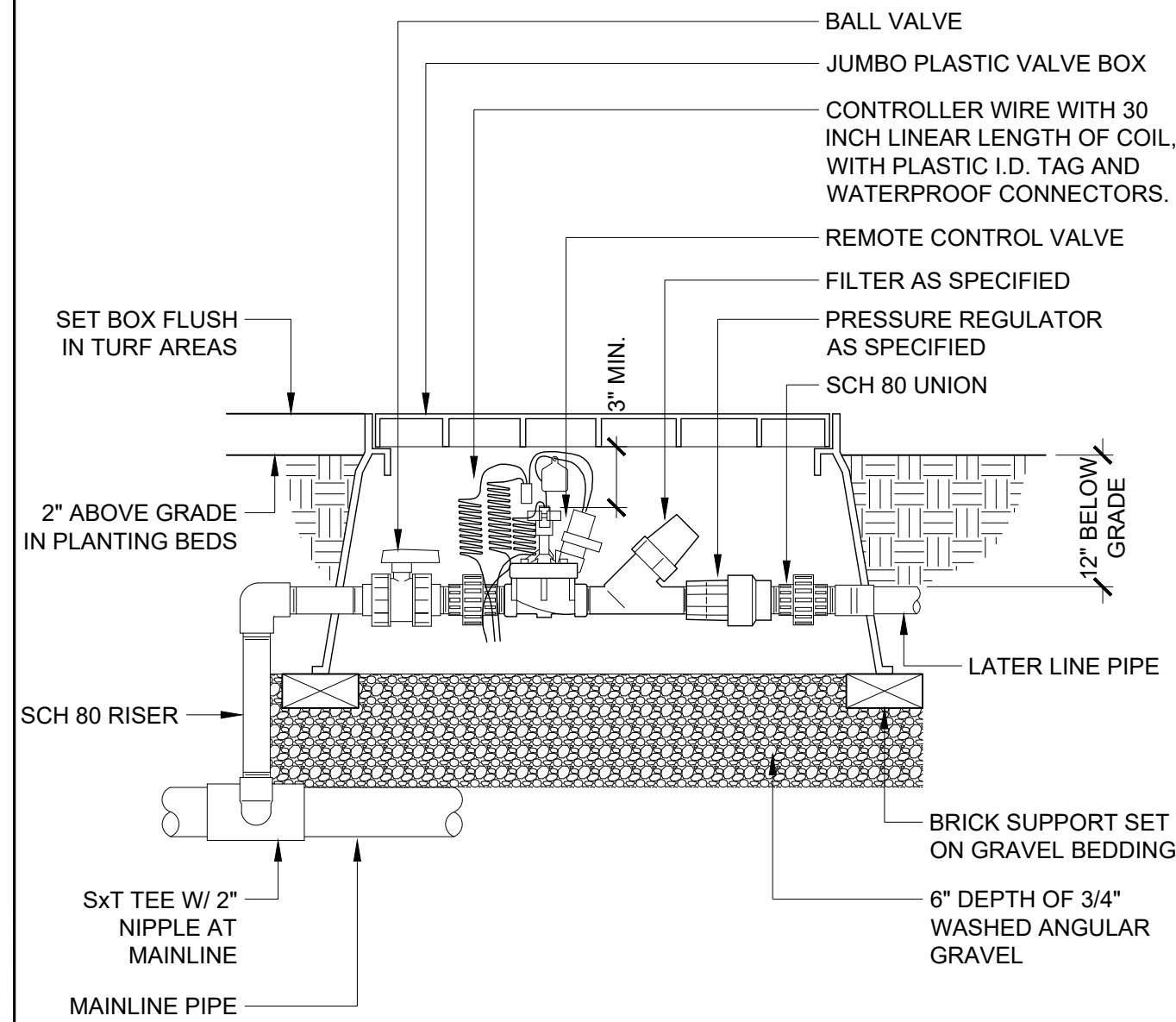
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PLAN INFORMATION

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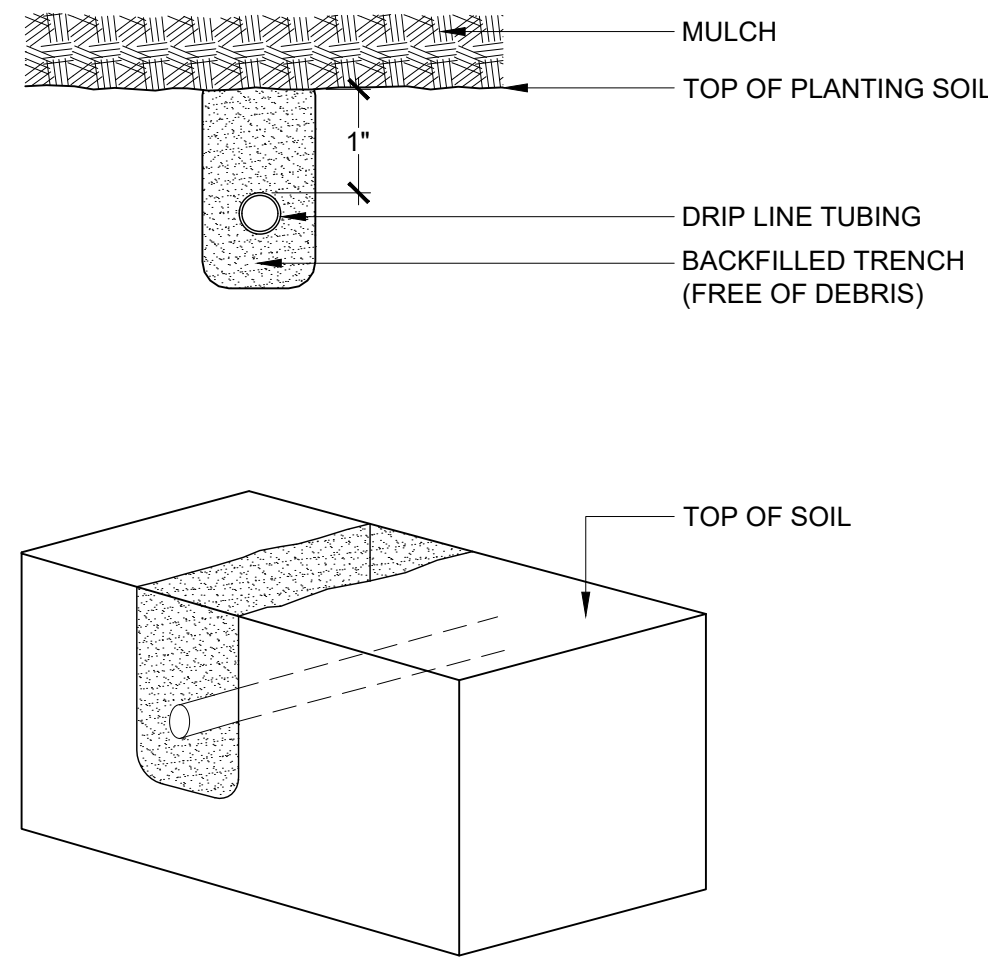
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IR-04



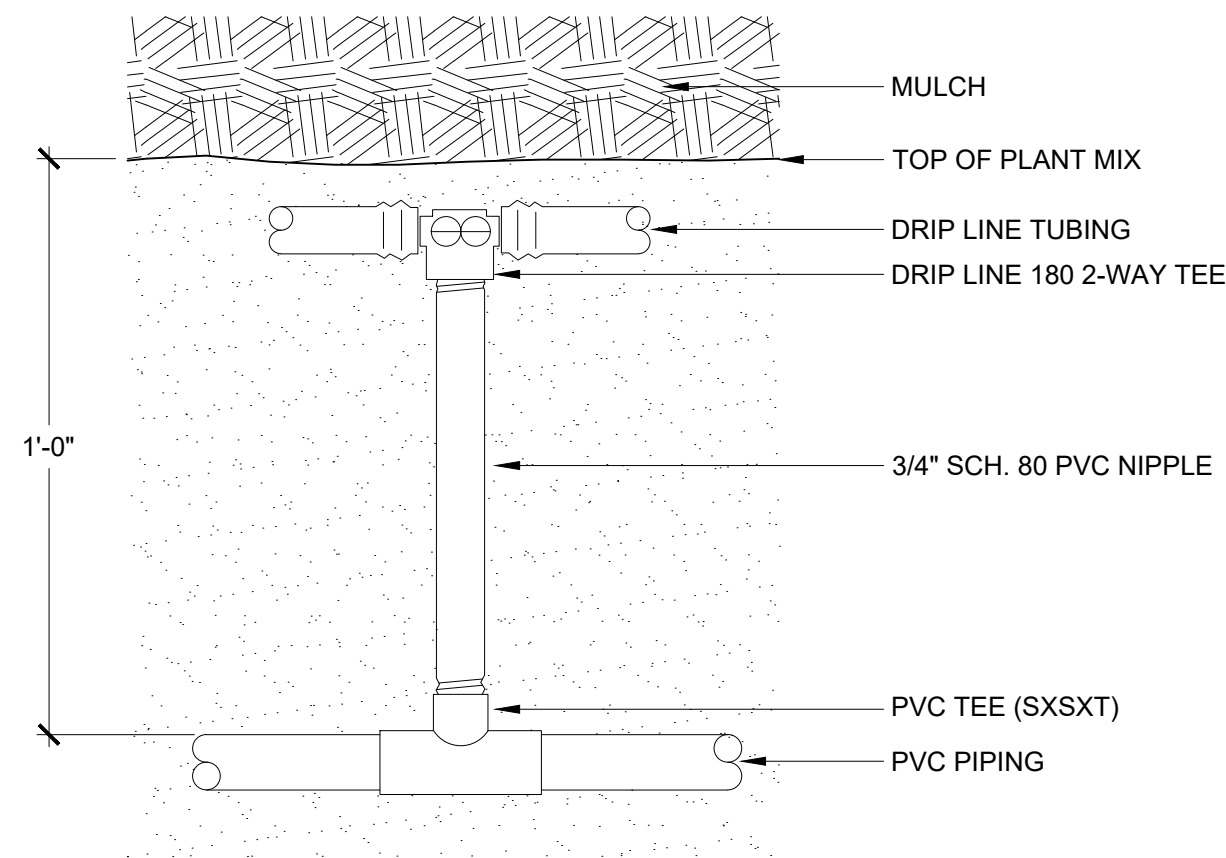
1 DRIP CONTROL VALVE
1 1/2" = 1'-0"

P-PU18020-IRRI-03



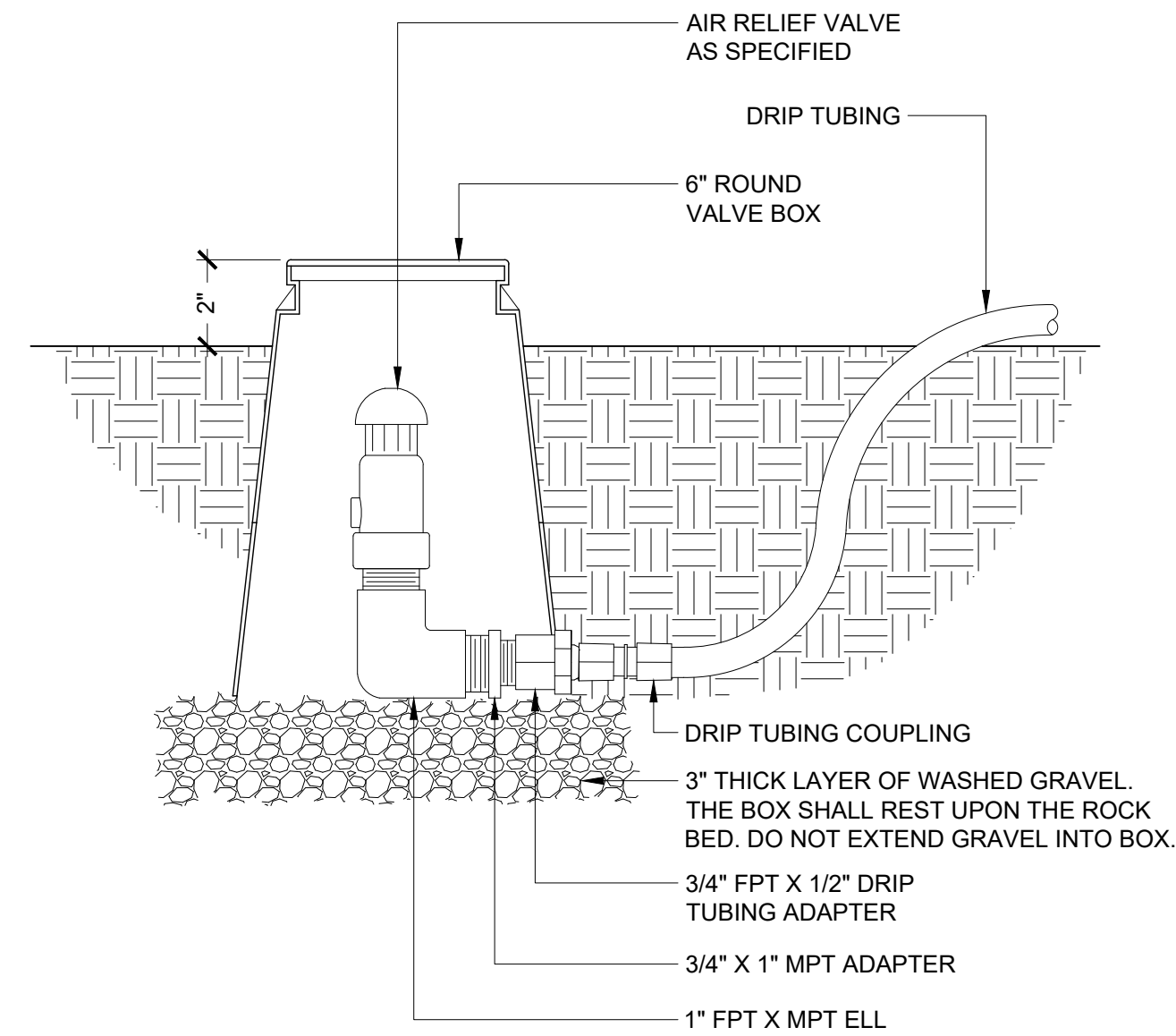
2 DRIP LINE TRENCH
1 1/2" = 1'-0"

P-PU18020-IRRI-06



3 DRIP LINE CONNECTION
3" = 1'-0"

P-PU18020-IRRI-05

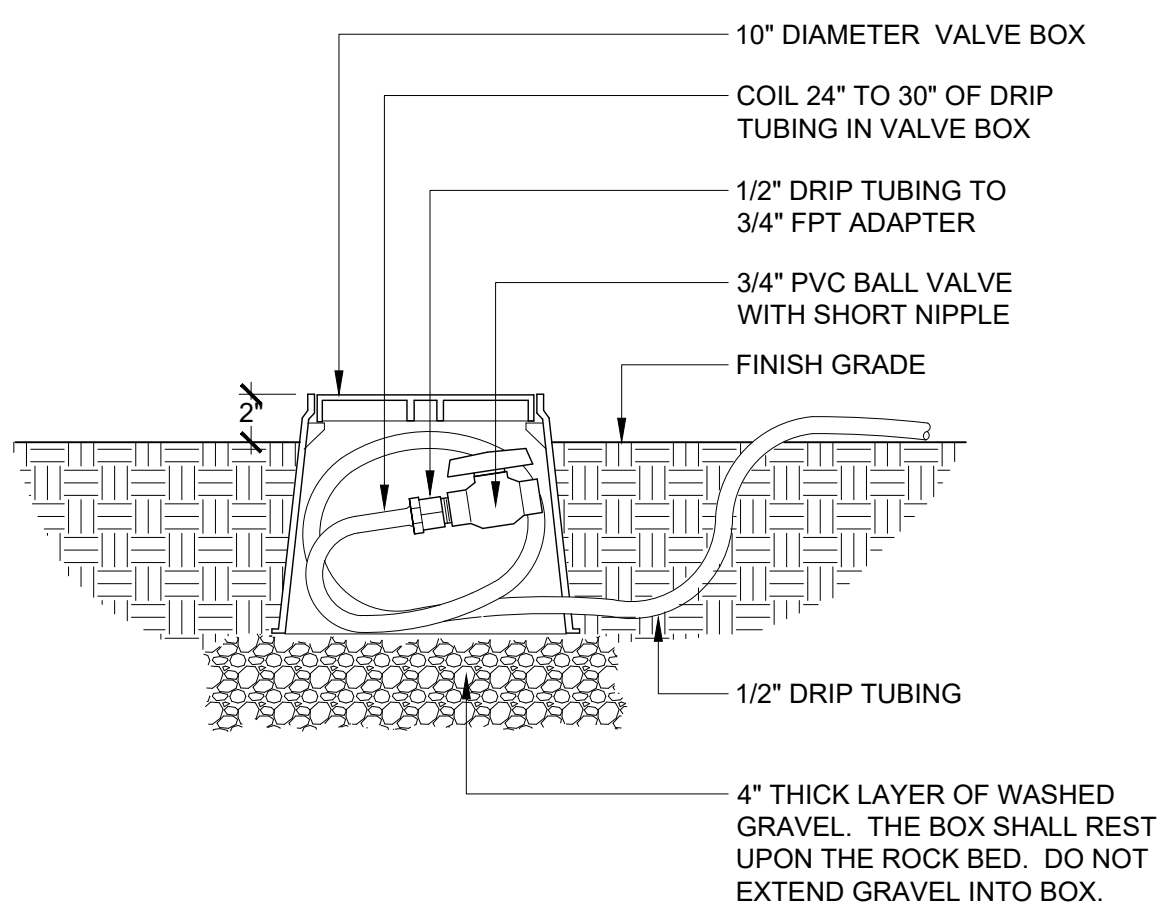


4 DRIP AIR RELIEF VALVE
3" = 1'-0"

P-PU18020-IRRI-02

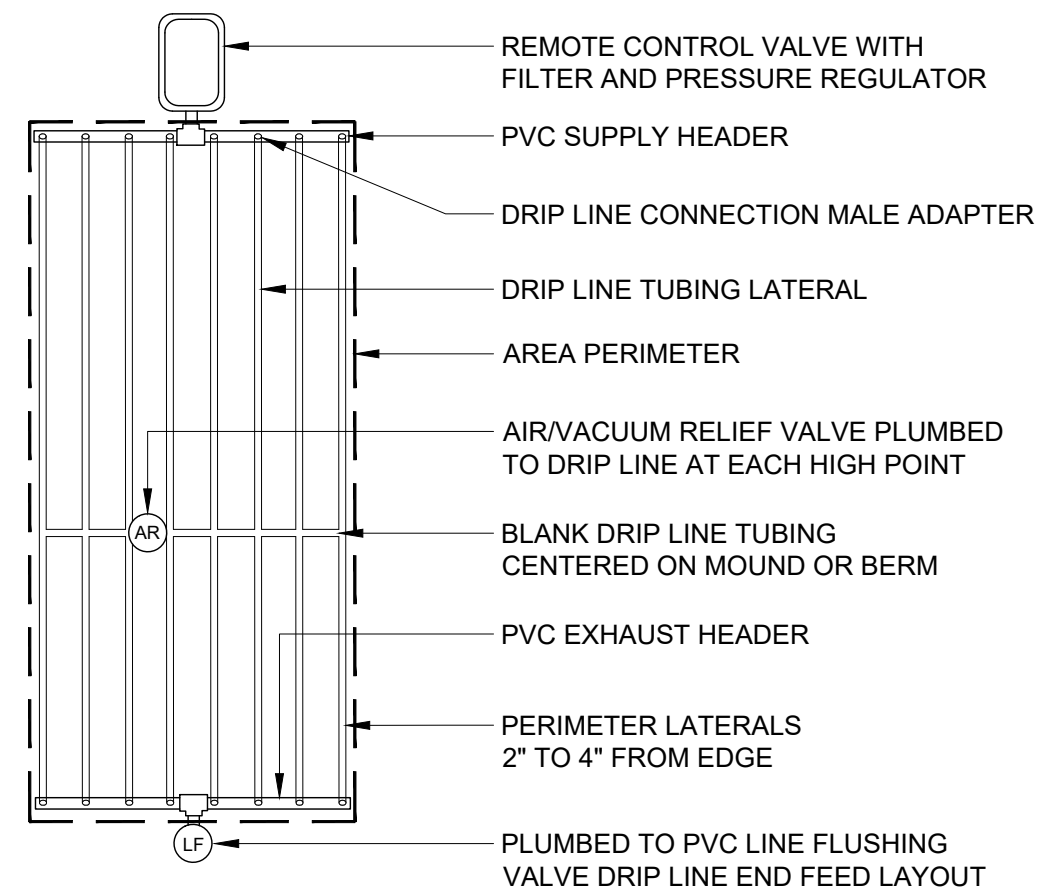
NOTES:

1. INSTALL AT END OF DRIP LINE RUNS FOR WINTERIZATION IN THE FALL.



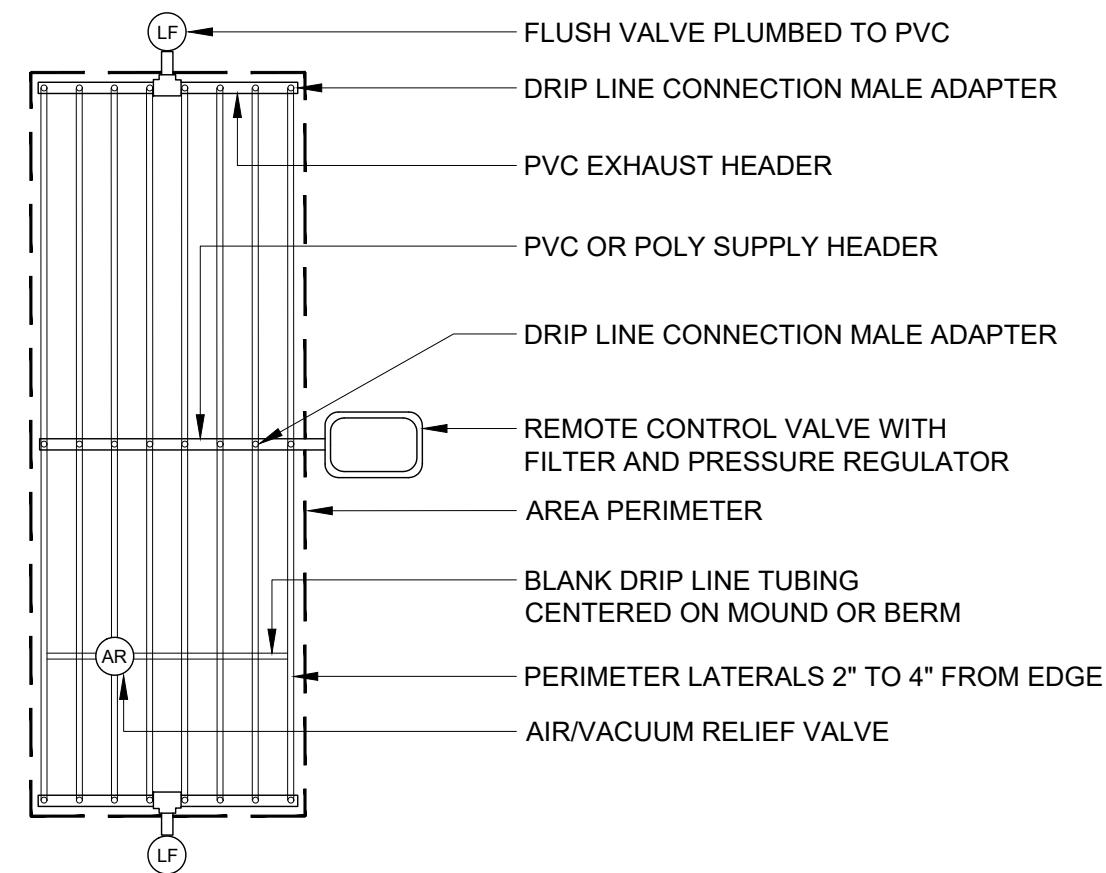
5 DRIP FLUSH VALVE
1 1/2" = 1'-0"

P-PU18020-IRRI-04



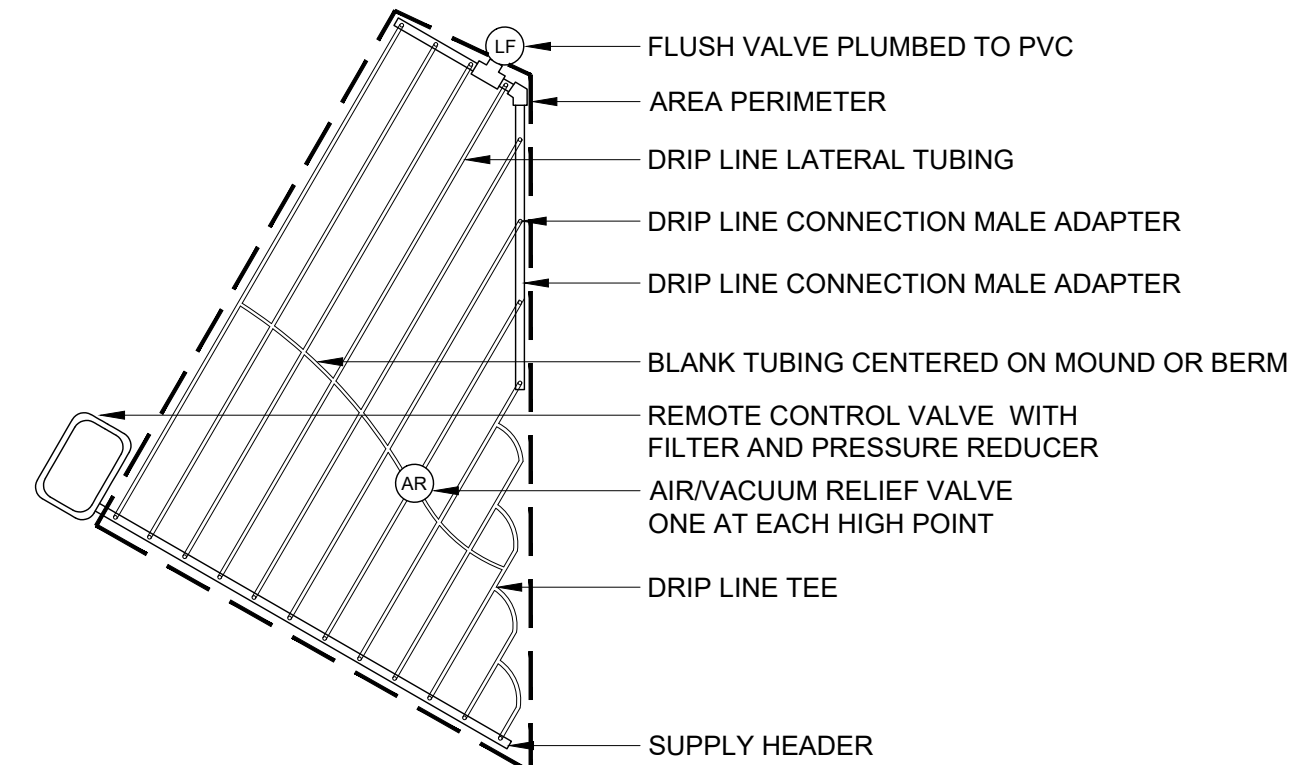
6 DRIP LINE END FEED
1 1/2" = 1'-0"

P-PU18020-IRRI-07



7 DRIP LINE CENTER FEED
1 1/2" = 1'-0"

P-PU18020-IRRI-08



8 DRIP LINE TRIANGULAR AREA
1 1/2" = 1'-0"

P-PU18020-IRRI-09

OWNER/CLIENT



5400 W. CIVIC CENTER DR., SUITE 1
HIGHLAND, UTAH 84003

ENGINEER/LANDSCAPE ARCHITECT



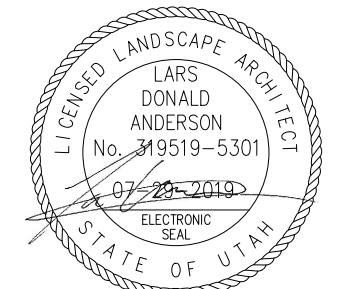
PROJECT ENGINEERING CONSULTANTS
986 WEST 9000 SOUTH
WEST JORDAN, UTAH, 84088
OFFICE: 801-495-4240
INFO@PEC.US.COM

PROJECT INFORMATION

HIGHLAND PARKSTRIP

ATLAS DRIVE AND ADONIS DRIVE
HIGHLAND, UTAH

SEAL/STAMP OF APPROVAL



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8/1/2019

SUBMISSION DATE

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PROJECT #

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PLAN INFORMATION



SHEET NAME

IRRIGATION DETAILS

SHEET NUMBER

IR-05



CITY COUNCIL AGENDA REPORT ITEM #5

DATE: October 19, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, PE
Public Works Director/City Engineer
SUBJECT: ACTION - Repair & Maintenance of Well #1 and Well #5 *Administrative*

PURPOSE:

The City Council will consider a request by staff to pursue work on culinary Well #1 and Well #5 to optimize their pumping functions. The Council will take appropriate action.

DISCUSSION:

Well #1 is located at approximately 10535 North 5600 West and was constructed in the 1950's. In prior years, it has been a true work horse and a key source of drinking water to the residents of Highland. In recent years the aquifer has been drawn down due to drought and increased usage across Utah Valley. This has caused some food grade oil, used as a lubricant in the pump mechanism, to be drawn into the water supply during the initial draw-down as pumping starts.

When initially constructed, the well was drilled beyond the current depth of the supply pipe. Staff would like to perform some routine maintenance of the casing and lengthen the supply pipe by several hundred feet. This will require an upgrade to the pump mechanism and motor to draw water from the extended depth. Staff has been working with Rhino Pumps to establish costs for the proposed work. While some costs are still unknown, staff feels that it will settle in the \$120,000 range.

Well #5 is located near the Meier's Market. Currently this well is experiencing a problem commonly referred to as 'cascading' where water is introduced from areas outside of the main pumping zone. While this does not compromise the water quality, it does introduce a lot of air into the water giving it a cloudy appearance.

Work on this pump will increase the pumping depth from 440 feet to 520 feet. Repairs made to the casing should resolve the cascading problem and allow us to utilize this well more effectively. Costs for this work are also estimated in the \$120,000 range.

FISCAL IMPACT:

The current budget for FY22 allocated \$162,240 for work associated with Well #5 and FY23 allocated \$78,740 for maintenance work on Well #1 for a combine total of \$240,980.

Staff proposes that work on Well #1 take precedence over Well #5 and be completed in this budget year with work on Well #5 starting in FY23.

RECOMMENDATION:

Staff recommends that City Council **APPROVE** work to proceed on Well #1 in advance of Well #5 with Rhino Pumps at a cost not to exceed \$120,566.60. Once work is completed and Well #1 is functioning, staff will approach the City Council for approval to proceed with work on Well #5.

PROPOSED MOTION:

I move that City Council **APPROVE** the work associated with Well #1 by Rhino Pumps and ID Electric not to exceed \$120,566.60 and authorize the City Administrator to execute any necessary agreements.

ALTERNATIVE MOTION:

I move that City Council **DENY** the request by staff. (Council to draft appropriate findings.)

ATTACHMENTS:

1. Anticipated Cost Summary
2. Rhino Pumps Bid (Bid has several of choices, only a portion of which are needed)
3. ID Electric

Well 1

150 HP - 650 gpm

Pump Remove \$ 5,487.00

Video \$ 1,562.00

Brush & Bail \$ 7,440.00

Column/Tube/Shaft \$ 44,000.00

Pump Assembly \$ 21,437.00

Motor \$ 11,168.00

Install \$ 7,050.00

Soft Start \$ 6,462.00

Transducer \$ 5,000.00

\$ 109,606.00

10% contingency \$ 10,960.60

\$ 120,566.60

Rhino Pumps
453 W. 700 S.
Pleasant Grove, UT 84062
8013218242
sales@rhinopumps.com
http://rhinopumps.com/



ADDRESS

Highland City
5400 Civic Center Dr.
Highland, UT 84003

Estimate 2021-654

DATE 09/24/2021

LOCATION

Culinary Well #1

ACTIVITY	QTY	RATE	AMOUNT
Well Pump Removal Pricing Includes the following Items: - Mobilization of all necessary equipment and personnel to remove well pump - Crane service of suitable size for pump weight and reach - Removing 350' of 8" column pipe, tube and shaft , pump - On-site inspection of all removed equipment - Pump Logs submitted to the state - Transport of items to be inspected to Rhino Pumps facility for teardown All work is performed under the State of Utah's Pump Installers License #879	1	5,487.00	5,487.00
HD Well Video Pricing includes the following items: - Mobilization of all necessary equipment and personnel - Take full 360 degree high definition video of full well length to inspect overall condition - Video uploaded to cloud and link sent to customer for download All above work is performed under the State of Utah's Pump Installer License #879	1	1,562.00	1,562.00
Well Brush And Bail An estimated total of 24 hours of well brushing and bailing - Mobilization of all necessary equipment and personnel to perform brushing and bailing of the well - Beginning with nylon brushes, then wire brushes - Bailing settled material from bottom of well - Hauling off and disposing of bailed material from well All above work is performed under the State of Utah's Pump Installers License #879	24	310.00	7,440.00

ACTIVITY	QTY	RATE	AMOUNT
Well Pump Repair Replace the following portions of the pump: - (28 pieces) 8" x 2.5" x 1.5" column, tube and shaft - Replace head shaft - Recondition of oil tube stretch assembly	1	61,128.00	61,128.00
Bowl Assembly OPTION #1: American Marsh model 9LC - 20 stage - Vertical Turbine - 1800 RPM -Rated for 500 GPM at 650 TDH -Enclosed Impellers -416 SS shaft, couplings, and collet -Bowl Assembly Materials of Construction - Cast Iron -Impeller Material 304 SS -Stainless Steel Cone Strainer -Coating Factory Standard	1	21,437.00	21,437.00
Bowl Assembly OPTION #2: American Marsh model 12IC - 9 stage - Vertical Turbine - 1800 RPM -Rated for 675 GPM at 650 TDH -Enclosed Impellers -416 SS shaft, couplings, and collet -Bowl Assembly Materials of Construction - Cast Iron -Impeller Material 304 SS -Stainless Steel Cone Strainer -Coating Factory Standard	1	16,003.00	16,003.00
Vertical Motor OPTION #2: 150 HP GE Vertical Hollowshaft Motor - Rated for 22,000 lbs downthrust - 1800 RPM, 460V, 3PH - Freight Included	1	11,168.00	11,168.00
Well Pump Installation Pricing Includes the following Items: - Mobilization of all necessary equipment and personnel to install well pump - Transport of items to be installed from Rhino Pumps facility to job site - Crane service of suitable size for pump weight and reach - Pump Logs submitted to the state All work is performed under the State of Utah's Pump Installers License #879 Thank you for choosing Rhino Pumps!	1	7,050.00	7,050.00

TOTAL	\$131,275.00
-------	--------------

Accepted By

Accepted Date



PO Box 651066
Salt Lake City, UT 84165
801.268.1471
www.idelect.com

To: Attn: Tavis Timothy
B-T Engineering
6136 W Valley View Dr.
Highland, UT 84003

October 11, 2021

Project: Pump upgrade
Quote #-B21285

WE AGREE TO: Electrical work at Highland Well #1 as follows:

- 1-Provide and install (1) WEG 150 HP reduced voltage soft starter (RVSS) to replace the existing system. Remove the existing across the line starter and return to owner.
- 1-Install new 4/0 copper THHN wire from the RVSS to the new 150 HP motor junction box.
- 1-Reconnect control wiring from the PLC/SCADA system to the new RVSS.
- 1-Test rotation and control wiring.

Lead time on the RVSS is four weeks as of 10/11/2021.

This includes labor during normal business hours.

TOTAL

\$6,462.00

The above prices are quoted for acceptance within ten (10) days unless otherwise stated in writing, and apply only to the project specified. This quotation, when accepted by the purchaser by signing below, constitutes (together with each and every one of the provisions in Conditions of Sale) a binding contract Between the parties.

Terms: _____

Mechanics' lien will automatically be filed within 60 days from completion of work if not paid in full at that time.

Accepted _____

By _____

Date _____

I-D Electric Co.

By: _____

Doug Edwards
Name & Title: Estimator

CONDITIONS OF SALE

1. The Seller shall not be liable for performance or failure or delay in delivery by reason of any contingency beyond the Seller's reasonable control, including strikes, differences with workmen, fire, flood, weather, embargo, war, Government regulations, including allocation, preferences or priorities for Government and other orders, or shortage or failure of raw materials, fuel or transportation, or rising cost of materials.
2. Unless it shall have been expressly agreed thereto in writing, the Seller shall not be responsible for the operation and results of any technical advice in connection with the design, installation or use of the product sold hereunder.
3. It is agreed that no promises, agreements or understandings have been made other than herein contained; that no agent or salesman has any authority to obligate the Seller to any terms, stipulations or conditions not herein expressed; that no modifications of this agreement shall be binding upon the Seller unless approved of in writing by an executive officer of the Seller.
4. Any Federal, State or other tax, of any nature, imposed on the performance of this contract shall be borne by the purchaser.
5. Failure of the Seller to enforce any of these conditions or to exercise any right shall not affect the Seller's rights nor shall any such failure act as a waiver in respect of other or future occurrences.
6. All payments are to be made by the purchaser to Seller at Seller's general offices in Salt Lake City, Utah. All accounts are due and payable the 10th of the month following delivery except where otherwise agreed in writing. Interest at 1 ½ % per month (18 % per annum) will be charged on all past due accounts. The purchaser agrees to pay reasonable attorney's fees incurred in collecting past due accounts, with or without legal action together with all court costs involved.



CITY COUNCIL AGENDA REPORT

ITEM #6

DATE: October 19, 2021
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: DISCUSSION – Public/Private Partnership with USAC *Administrative*

PURPOSE:

The City Council will review a proposed lease agreement with Utah Surf Athletic Club (USAC) for a Public/Private Partnership for the construction and use of the soccer fields at Mountain Ridge Park. This item is being presented for information and direction only.

DISCUSSION:

The Park Committee has been working with USAC regarding a lease agreement for the construction and use of the planned soccer fields at Mountain Ridge Park. The purpose of this item is to review the draft lease agreement. The major points of the agreement are as follows:

General

- Length - 15 years with an option for 5-year renewals. The contract would be renegotiated after seven years.
- Termination – termination occurs if an agreement to renew/extend cannot be reached, Surf Soccer provides a one-year notice, or either party defaults on the agreement.

USAC Obligations

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

City Obligations

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

Use of the Fields

It is anticipated that the fields will be primarily used by USAC. Occasional non programmed use would be allowed. No organized events are allowed. It is estimated that the use split in area would be 80% Surf and 20% City. This section still needs to be refined. In discussions with USAC the City would be able to host some of the Fling activities on the site. Other ideas include a city recreational soccer program ran by USAC.

If the Council wants to pursue the partnership, staff recommends that one or two Council members and the Mayor work with Brian Braithwaite and Blaine Hale from USAC to finalize the agreement and bring it back for council consideration at the November 9, 2021 Council meeting.

ATTACHMENTS:

1. Draft Agreement

DRAFT LEASE AGREEMENT
(10/14/2021)

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

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

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

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

AGREEMENT

1. Leasehold. (a) Owner hereby leases the Property to Tenant for the express purpose or purposes set forth in this Agreement, subject to the terms and conditions contained herein, and subject to any other interest of record as of the Effective Date with respect to the Property. The Tenant accepts said lease of the Property. (b) Any prior agreements between Owner and Tenant, with respect to the Tenant's lease of the Property, whether written or verbal, are hereby mutually rescinded.

2. Lease Term.

(a) The term of this Agreement shall be for a period of fifteen (15) years beginning on the Effective Date (hereinafter, "Lease Term"). Unless sooner terminated as set forth in this Agreement, at the end of the Lease Term, this Agreement may be renewed for subsequent 5-year periods (hereinafter, "Subsequent Lease Term(s)") only if mutually agreed to by the parties. The parties will negotiate a possible subsequent term after the seventh year of the Agreement and before the eighth year commences.

(b) The Lease Term will terminate if or when: (i) The parties do not reach a mutual agreement for a Subsequent Lease Term as described in Section 2(a). 2 (ii) Tenant gives notice to Owner of its intent to terminate this Agreement at least twelve (12) months in advance by mailing a written notice to the last provided address of the Owner, or (iii) Either party defaults in the performance of its respective obligations described in this Agreement and the default is not cured as described in Section 8, or (iv) Tenant ceases to use the Property as a private club athletic facility for more than one year. In the event Tenant ceases to use the Property as a private club athletic facility for more than one year, Owner may immediately give Tenant written notice of termination and this Lease Agreement shall then be terminated.

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

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

(a) within two (2) years of the Effective Date, develop and construct approximately seven (7) acres of the Property into competition level athletic fields, by:

(i) performing the final grade of the Property;

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

(iii) after Owner's review of Tenant's design, installing grass turf for an athletic field that meets Owner's standards capable of sustaining play for competition-level athletic teams;

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

(b) maintain the competition level athletic fields for the duration of the term of this Agreement sufficient to support play of competition level athletic teams;

(d) Tenant shall have 80% usage of the developed Property square footage and Owner shall have 20% usage. Tenant and Owner will determine the dedicated field space based on these percentages.

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

4. Owner's Use of Facility.

(a) Tenant agrees that there will be occasional non-programmed use of the Facility by the public. Non-programmed use is defined as those activities that would be typically found in a public park (i.e. kite flying, games of "catch" etc.) but do not include organized team practices or competitions.

(b) Owner agrees to post notice on the Property that the use of Tenant's fields for pick-up athletic games or any other use by groups of individuals or teams that approximates a scrimmage or a game is prohibited. When Owner is on notice that the prohibition is being violated, Owner will enforce this prohibition as is within its reasonable means to do so.

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

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

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

(i) Provide sufficient access to the Property and construct necessary amount of parking on the Property. The access and parking shall be a temporary surface such as roto-milled asphalt, etc.;

(ii) Install necessary utilities to the Property including power, pressurized irrigation, culinary water, and sewer;

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

(d) Be responsible to repair and maintain the parking area described in subsection (i) and the utilities in subsection (ii).

6. Use of Property.

(a) During the Lease Term, the Property shall be used by Tenant as a competition level athletic facility which may include fields, portable restrooms, a storage shed and other related improvements Tenant may desire to construct thereon.

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

(c) The Tenant shall pay all costs, expenses, fees, and charges incurred in connection with the use or occupancy of the Property.

(d) To the extent improvements are constructed on the Property by Tenant, Tenant shall at all times and at its own expense, maintain and keep such improvements in good condition and appearance; provided, however, that Owner shall be responsible for any and all damages caused to the Property by Owner's negligence and that of Owner's invitees, patrons, or guests.

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

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

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

(b) Tenant and Owner shall work out a mutually agreeable watering schedule to ensure that there is sufficient pressure in the system for each party to properly water an elite level athletic field.

(c) During the Lease Term, Tenant shall at its expense keep the Property insured. If Tenant constructs improvements on the Property, such insurance shall include property

insurance coverage against damage or destruction by fire and perils commonly covered under a special form policy in an aggregate amount equal to the full replacement cost thereof.

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

8. Mutual Representations and Warranties.

(a) The Owner represents and warrants that:

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

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

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

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

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

(b) Tenant likewise represents and warrants that:

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

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

9. Default.

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

10. Condemnation.

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

(b) If a taking occurs that does not result in termination of this Lease, the Tenant shall be entitled to all compensation from the taking authority related to both (i) the period for which the Tenant's use of the Property is interfered with during the restoration of the balance of the Property and (ii) the amount of the actual provable damages done to Tenant, including without limitation the value of the Property taken or other damage to the Property not taken. Thereafter, the Lease Price shall be reduced equitably and proportionately by the Owner and the Tenant based upon the areas of the Property taken.

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

11. Confidentiality.

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

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

13. Notice. If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the Owner: [address]

To the Tenant: [address]

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

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

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

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

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

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

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

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

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

Furthermore, the parties 8 hereto have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and that they are executing this Agreement voluntarily and free of

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

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

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

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

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

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

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

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

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

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

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

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

This is an integrated agreement. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

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

Owner: Highland City Corporation By: _____ Its: Mayor Dated: _____

Tenant: Utah Surf Athletic Club By: _____ Its _____: Dated: _____

Attest: _____, City Recorder Dated: _____



CITY COUNCIL AGENDA REPORT

ITEM #7

DATE: October 19, 2021
TO: Mayor and City Council
FROM: Tyler Bahr, Finance Director
SUBJECT: **DISCUSSION:** Fund Analysis *Administrative*

PURPOSE:

The Council will discuss a summary of Highland City's fund balances, including major sources of revenue and intended uses. This item is being presented for discussion only. Formal action will not be taken.

BACKGROUND:

As required by law, staff produces periodic financial information in the form of budget updates, financial statements, and audit reports. However, the Council has recently expressed a desire to understand the available balances in the City's various funds. Staff has accordingly prepared the attached fund analysis to:

- Summarize the available cash balances in each fund, as per audited financial statements from fiscal years 2015 and 2020 (with the exception of Bonds – Fund 70, taken from unaudited financial statements);
- Identify the major sources of the balances; and
- Specify intended uses past and present city councils have determined for the fund balances.

As staff has reviewed the historical financial information, a few observations are worth noting:

- **Cash preference** – Council has emphasized funding capital improvements with cash as opposed to incurring debt, resulting in accumulated balances;
- **Unplanned expenses** – Sound financial management, particularly with regard to building and maintaining General Fund reserves, has allowed for funding of unplanned critical purchases/expenses such as snowplows, a front loader, HVAC needs in multiple buildings; trail relocation, funding the new dispatch building, funding various studies (ex. PEPG Road Study, Economic Development Plan/Market Analysis) and land use litigation; and
- **Council discretion** – Council ultimately has discretion to allocate balances within the limitations of each fund – for example, funds previously directed to development of a particular park or building may be reallocated.

In addition to the fund analysis summary, the City's recent utility rate study is attached for reference to the projected capital and maintenance costs in the utility enterprise funds.

DISCUSSION:

Staff will present the attached summary and respond to questions from Council.

ATTACHMENTS:

1. Fund Analysis – Highland City
2. Utility Rate Study – May 2021

Fund Analysis - Highland City

FUND NAME	CASH BALANCE (6/30/15)	CASH BALANCE (6/30/20)	INCREASE (DECREASE)	MAJOR SOURCES & INTENDED USES of BALANCE
General Fund	\$1,577,585	\$2,660,006	\$1,082,421	FY16-FY20: Actual tax revenue exceeded approved budget projections by an average of \$240K each year, a total of \$1.2MM over the 5-year period Fiscal management & budget capacity allowed for critical equipment purchases while surplus revenue retained to provide for 3 months of operating cash - 25% of annual GF revenues
Highland Open Space SSD	\$21,707	\$157,853	\$136,146	Sale of property, net of expenses (\$142K)
Library	\$0	\$37,735	\$37,735	Change in cross-charge accounting in FY2019
NW Annexation Cap Project	\$105,062	\$114,292	\$9,230	No activity in past 5 years other than interest income Transfer to enterprise funds
Town Center Exaction Fee Cap	\$387,693	\$179,243	(\$208,450)	Infrastructure development participation Balances owed developers: \$23K Tippetts, \$63K Knight West, \$83K WPI Transfer net to capital fund
Sewer	\$1,370,573	\$4,188,399	\$2,817,826	Capital projects, maintenance, and expenses as identified in impact fee & utility rate studies
Pressurized Irrigation	(\$72,376)	\$3,484,475	\$3,556,851	Capital projects, maintenance, and expenses as identified in impact fee & utility rate studies
Storm Sewer	\$426,916	\$1,349,485	\$922,569	Capital projects, maintenance, and expenses as identified in impact fee & utility rate studies
Culinary Water	\$1,781,450	\$2,283,424	\$501,974	Capital projects, maintenance, and expenses as identified in impact fee & utility rate studies
Utility Transportation	\$0	\$1,186,150	\$1,186,150	Road maintenance & reconstruction - existing facilities only Revenue collected for following year's expenses
Cemetery Perpetual Fund	\$0	\$13,992	\$13,992	\$202K transferred to GF (FY18 & FY19)
Debt Service	\$3,579	\$10,898	\$7,319	Bond payments pass through from the General, Building Capital, and Parks Capital funds
Internal Service IT Fund	\$0	\$14,856	\$14,856	Assessments to departments to avoid IT expenses hitting all at once
Bonds (Fund 70)*	\$89,024	\$679,068	\$590,044	Development performance guarantees - all refundable to owners
Capital Improvement Fund – Parks	\$951,824	\$3,474,464	\$2,522,640	Sale of Spring Creek property - FY20 \$1.5MM Sale of Drycreek property to Lehi - FY20 \$400K \$1.9MM for Mtn Ridge Park \$4.6MM in bond payments thru 9/2027
Capital Improvement Fund Road Projects	\$9,145	\$1,668,690	\$1,659,545	Road construction City's portion of Madison Ave/Canal Blvd (\$1.3MM)
Capital Improvement Fund Building	\$13,124	\$891,397	\$878,273	\$300K from sale of property to WPI (FY20) Transfers from GF: FY18 \$150K, FY19 \$307K, FY20 \$274K Intended for Parks Bldg and other capital needs as per Council direction

**Note: Due to aggregation in audited financial statements, figures for Bonds are taken from unaudited financial statements dated 4/30/2015 & 6/30/2020 to show these funds independently. All other balances are taken from FY2015 and FY2020 audited financial statements.*

Legend:

Old funds to be terminated	Utilities	Capital	Pass-through or restricted
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HIGHLAND CITY

UTILITY RATE STUDY

CULINARY WATER, SEWER, PRESSURIZED IRRIGATION,
AND STORM DRAIN UTILITY

HIGHLAND CITY, UTAH

MAY 2021





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SECTION I: EXECUTIVE SUMMARY

Highland City ("City") commissioned Lewis Young Robertson & Burningham, Inc. ("LYRB") to review the existing culinary water, sewer, pressurized irrigation, and storm drain utility fees (or rates) and provide a recommended rate schedule based on changes in forecasted expenses, capital improvements and bonding needs. The primary objectives of the rate analyses were to ensure sufficient revenues to cover all operation and maintenance ("O&M") expenses, maintain bond covenants, ensure appropriate debt service coverage ratios, and provide sufficient revenue to fund the proposed projects identified in the Master Plan and Capital Improvement Plan ("CIP"). The following summarizes the findings for each enterprise fund.

CULINARY WATER

A review of projected revenues under the existing rate structure relative to proposed expenses illustrated that the City would not have sufficient revenues to fund the needed capital improvements without a rate increase. Thus, we recommend a proposed rate increase of 30 percent in year 1. The rate structure shown in **Tables 1.1 and 1.2** is designed to fund the proposed CIP, necessary O&M and other expenses forecasted within the planning horizon.

This analysis assumes an annual growth of three to four percent in connections over the next five years. Annual O&M expenditures increase by three percent annually. The proposed rate structure will meet the City's objective to achieve 365 days of "Working Capital" by year five. The City should reevaluate the proposed rates within three to five years. A detailed pro forma can be found in **Appendix A**.

SEWER

A review of projected revenues and expenditures under the existing rate structure illustrated the City will have sufficient revenues to fund the needed capital improvements without a rate increase. Thus, no rate increase is proposed at this time. A detailed pro forma can be found in **Appendix C**.

PRESSURIZED IRRIGATION

A review of projected revenues and expenditures under the existing rate structure illustrated the City will have sufficient revenues to fund the needed capital improvements without a rate increase. Thus, no rate increase is proposed at this time. A detailed pro forma can be found in **Appendix E**.

STORM DRAIN

A review of projected revenues and expenditures under the existing rate structure illustrated the City will have sufficient revenues to fund the needed capital improvements without a rate increase. Thus, no rate increase is proposed at this time. A detailed pro forma can be found in **Appendix G**.

TABLE 1.1: ILLUSTRATION OF BASE RATE ADJUSTMENTS (COST PER CONNECTION)

	CURRENT	PROPOSED
Residential	\$12.24	\$15.91
Commercial	\$25.50	\$33.15
Institutional	\$25.50	\$33.15
Dairy/Stock Watering	\$12.24	\$15.91
County Rate	\$12.24	\$15.91
10,000 Rate	\$25.50	\$33.15

TABLE 1.2: ILLUSTRATION OF CONSUMPTIVE RATE ADJUSTMENTS (COST PER 1,000 GALLONS)

	CURRENT	PROPOSED
Residential (6,000 – 15,999 gallons)	\$0.78	\$1.01
Residential (16,000+ gallons)	\$2.04	\$2.65
Institutional (6,000+ gallons)	\$1.04	\$1.35
Dairy/Stock Watering (6,000+ gallons)	\$0.78	\$1.01
Commercial (6,000+ gallons)	\$1.02	\$1.33
Industrial (6,000+ gallons)	\$1.31	\$1.70
County (6,000+ gallons)	\$0.77	\$1.00
10,000 Rate	\$0.78	\$1.01

SECTION II: GENERAL RATE METHODOLOGY

This study analyzes the proposed rate increases necessary to meet current and future debt obligations, while ensuring revenue sufficiency for capital improvements, the funding of depreciation (repair and replacement) and existing bond covenants. The City does not have existing bonds outstanding for the water, sewer or storm drain utilities, so this was not a consideration for these funds. However, the pressurized irrigation system does have outstanding debt. Therefore, an analysis of debt coverage is included in the section pertaining to the pressurized irrigation system. The recommendations presented in this study are based on reasonable planning, cost, and demand projections. Any proposed rate increase is designed to recover the costs necessary to maintain a viable utility, while balancing economic and sustainability concerns.

GENERAL RATE OBJECTIVES

The following objectives were identified by the City, which served as the foundation of the rate update and scenario analysis.

1. Ensure sufficient revenues to cover all operation and maintenance expenses while maintaining bond covenants and the appropriate debt coverage ratio of at least 1.25x.
2. Continue to fund capital improvements in the 5-year window using rate revenues, while minimizing future bonding needs and maintaining 365 Days of Working Capital.
3. The rates should evaluate a policy to maintain the existing rate structure based on a base rate assessment and any usage fees.
4. Finally, the proposed rate recommendations should be implementable and equitably distribute cost relative to demand.

RATE DETERMINATION METHODOLOGY

Based on the above objectives, the water rate analysis has been divided into the following three phases:

1. **Revenue Growth Analysis:** LYRB studied existing revenue data and growth projections provided by the City. This information was then analyzed to determine the potential allocation of new accounts and the revenue potential within each utility.
2. **Cost of Service Analysis:** The cost-of-service analysis is structured to balance revenue sufficiency with future operating and maintenance costs, contracts, repair and replacement, capital expenditures, funding for current system deficiencies and bond service coverage ratios. Expenses were projected out to 2031 and revenues were analyzed under a variety of scenarios to meet the City's needs.
3. **Rate Design Analysis:** The final phase focuses on structuring rates that will collect the necessary revenues based on the City's budgetary needs and rate objectives.

SECTION III: CULINARY WATER ENTERPRISE FUND ANALYSIS

DEMAND UNITS

The demand units in this analysis are connections and projected flows. According to information provided by the City, there were 4,875 system connections in 2021. The City has projected connections based on an annual growth rate between three and four percent as shown in **Table 3.1**, resulting in a total of 5,869 connections by 2026. Historic and projected usage data by major category is shown in **Table 3.2**. This data was used to calculate overage charges for various land use types. For the purposes of this analysis a zero percent growth in usage was assumed based on water conservation.

TABLE 3.1: CITY-WIDE GROWTH PROJECTIONS

(FY)	TOTAL CONNECTIONS	GROWTH IN CONNECTIONS	(FY)	TOTAL CONNECTIONS	GROWTH IN CONNECTIONS
2021	4,875		2024	5,468	3.80%
2022	5,070	4.00%	2025	5,670	3.70%
2023	5,268	3.90%	2026	5,869	3.50%

TABLE 3.2: HISTORIC AND PROJECTED USAGE DATA BY MAJOR LAND USE TYPE (MEASURED IN 1,000 GALLONS)

	2020	2021	2022	2023	2024	2025	2026
Residential (0 - 5,999 gallons)	-	-	-	-	-	-	-
Residential (6,000 - 15,999 gallons)	99,900	99,900	99,900	99,900	99,900	99,900	99,900
Residential (16,000+ gallons)	16,317	16,317	16,317	16,317	16,317	16,317	16,317
Institutional (6,000+ gallons)	2,700	2,700	2,700	2,700	2,700	2,700	2,700
Dairy (0 - 5,999 gallons)	260	260	260	260	260	260	260
Dairy (6,000+ gallons)	360	360	360	360	360	360	360
Commercial (0 - 5,999 gallons)	1,900	1,900	1,900	1,900	1,900	1,900	1,900
Commercial (6,000+ gallons)	17,200	17,200	17,200	17,200	17,200	17,200	17,200
Industrial (0 - 5,999 gallons)	72	72	72	72	72	72	72
Industrial (6,000+ gallons)	1,800	1,800	1,800	1,800	1,800	1,800	1,800
County (0 - 5,999 gallons)	535	535	535	535	535	535	535
County (6,000+ gallons)	5,960	5,960	5,960	5,960	5,960	5,960	5,960

Source: Highland City Financial Statements

HISTORIC AND PROJECTED REVENUES

PROJECTED OPERATING REVENUES

Utilizing the growth estimates shown above, LYRB forecasted the potential revenues generated from current service charges. The City desired to maintain a rate structure based on a base rate assessment and a usage fee.

TABLE 3.3: HISTORIC OPERATING REVENUES

OPERATING REVENUES	2017	2018	2019	2020	2021
Charges for Services	787,995	828,579	831,572	845,934	866,791
Connection Fees	59,374	46,564	33,661	50,616	52,134
Miscellaneous	6,880	5,950	5,875	6,865	7,071
Total Operating Revenue	\$854,249	\$881,093	\$871,108	\$903,415	\$925,997

Source: Highland City Financial Statements

TABLE 3.4: PROJECTED OPERATING REVENUES

OPERATING REVENUES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Projected Operating Revenues	\$1,225,667	\$1,265,882	\$1,306,627	\$1,347,844	\$1,388,370

PROJECTED NON-OPERATING REVENUES

Historic non-operating revenues are primarily comprised of impact fee revenues and interest revenues. While the City has not had development within the impact fee service area, they anticipate collecting impact fees from new development in the five-year planning horizon. The model assumes approximately 140 new ERCs per year that will be assessed an impact fee of \$603. Investment earnings are calculated based on a 1.5 percent interest rate on any fund balance carry-over within the enterprise fund. Historic and projected total non-operating revenues are shown in **Tables 3.5 and 3.6**.

TABLE 3.5: HISTORIC NON-OPERATING REVENUES

NON-OPERATING REVENUES	2017	2018	2019	2020	2021
Investment Earnings	23,413	43,641	71,831	55,165	56,820
Impact Fee Revenues	-	-	-	-	-
Total Non-Operating Revenue	\$23,413	\$43,641	\$71,831	\$55,165	\$56,820

TABLE 3.6: PROJECTED NON-OPERATING REVENUE

NON-OPERATING REVENUES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Investment Earnings	25,312	4,724	6,649	8,526	12,610
Impact Fee Revenues	\$84,420	\$84,420	\$84,420	\$84,420	\$84,420
Total Non-Operating Revenues (Expenses)	\$109,732	\$89,144	\$91,069	\$92,946	\$97,030

WATER COST OF SERVICE ANALYSIS

This analysis considers historic revenues and expenses during the period from FY 2017 through FY 2021, and forecasts revenues and expenditures through a five-year planning horizon. Projected cash flows for the water utility were analyzed to ensure that the City's objectives are met – to ensure revenue sufficiency to cover O&M while maintaining bond covenants and the appropriate debt coverage ratio; fund all necessary capital improvements; and provide an appropriate fund balance according to the City's existing budget policies.

COSTS TO BE RECOVERED THROUGH SERVICE CHARGES

OPERATIONS AND MAINTENANCE

General O&M expenses are incurred through the normal day-to-day operations of the water system. These expenses can include costs such as wages and salaries, benefits, utility costs and supplies. These costs can be variable based on fluctuations in water flows. Historic data shows an average annual growth of approximately seven percent in salaries and

benefits from 2017 to 2021, with over three percent growth in total expenses over the same timeframe. At the request of the City, a three percent increase in operations and maintenance expenses and a seven percent increase in salaries and benefits is applied for purposes of forecasting expenses. The City also expects to add an additional 3.5 full time employees (FTEs) in 2022 which would fall under the New O&M category shown below in **Table 3.8** and amount to approximately \$130,232 of additional operating expenses in year 1 of the planning horizon allocated to water.

TABLE 3.7: HISTORIC OPERATIONS AND MAINTENANCE EXPENSES

OPERATING EXPENSE	2017	2018	2019	2020	2021
Salaries & Benefits	(199,894)	(197,166)	(231,018)	(247,978)	(260,377)
Operations	(427,837)	(483,696)	(443,934)	(423,129)	(435,823)
Depreciation Expense	(309,262)	(315,190)	(338,875)	(354,955)	(365,604)
Total Operating Expense	(\$936,993)	(\$996,052)	(\$1,013,827)	(\$1,026,062)	(\$1,061,803)

Source: Highland City Financial Statements

TABLE 3.8: PROJECTED OPERATION AND MAINTENANCE EXPENSES

OPERATING EXPENSE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Salaries & Benefits	(278,603)	(298,106)	(318,973)	(341,301)	(365,192)
Operations	(448,898)	(462,364)	(476,235)	(490,522)	(505,238)
Depreciation Expense	-	-	-	-	-
New O&M	(130,232)	(139,349)	(149,103)	(159,540)	(170,708)
Total Operating Expense	(\$857,733)	(\$899,819)	(\$944,311)	(\$991,364)	(\$1,041,138)

Source: Highland City Financial Statements

As stated above, the new operating expense is based on adding an additional 3.5 FTEs in FY 2022. However, a portion of these FTEs will be shared across each utility and with other departments, as discussed below.

TABLE 3.9: CALCULATION OF NEW O&M EXPENSE

NEW O&M	TOTAL FTE	% TO UTILITY	S&B	YEAR	BASE COST	CONSTRUCTION YEAR COST	2022	NOTES
Operator 1	1.00	100%	\$70,000	2022	\$70,000	\$80,143	\$80,143	100% Allocated to Culinary Water
FTE Floater	1.00	25%	\$70,000	2022	\$17,500	\$20,036	\$20,036	Shared between four enterprise funds
FTE Asst. Public Works Director	1.00	17%	\$120,000	2022	\$20,000	\$22,898	\$22,898	Shared between four enterprise funds and two public works departments
FTE Office Staff	0.50	25%	\$25,000	2022	\$6,250	\$7,156	\$7,156	Shared between four enterprise funds
Total							\$130,232	

CAPITAL PROJECTS

Capital projects must be constructed to update and expand the water system. Capital project costs may be paid through cash reserves, impact fees or debt financing. If the City is able to accumulate sufficient cash reserves and chooses to use these reserves to fund capital projects, the need for debt financing may be mitigated. In this analysis, several projects are identified that must be constructed through 2026 and beyond. **Table 3.10** summarizes the total proposed capital improvement estimated construction costs. The City's Master Plan provides details for the proposed CIP.

TABLE 3.10: SUMMARY OF CAPITAL PROJECT COSTS

FIGURES REPRESENTED AS (EXPENSE)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Capital Improvement Project Costs	(\$1,850,185)	(\$326,885)	(\$328,262)	(\$177,145)	(\$108,311)
See Appendix B					

FUNDING OF DEPRECIATION (REPAIR AND REPLACEMENT)

Funding depreciation in the proposed rate structure, or adopting a formal repair and replacement plan, will reduce the City's need to issue future debt, and will therefore decrease future interest expense and help the City avoid abrupt rate increases to fund unforeseen expenses. The City's CIP includes both growth related projects and repair/replacement projects. Thus, an additional allocation in the CIP for depreciation is not included in this analysis.

DEBT SERVICE COSTS

The City does not currently have any outstanding bonds and debt service costs for the water utility.

WATER RATE DESIGN ANALYSIS

The City commissioned LYRB to review the existing culinary water utility fees (or rates) and provide a recommended rate schedule based on changes in forecasted expenses, capital improvements and bonding needs. The primary objectives of the rate analysis were to ensure sufficient revenues to cover all O&M expenses, maintain bond covenants, ensure the appropriate debt service coverage ratio, and provide sufficient revenue to fund the proposed projects identified in the Master Plan and CIP. A review of projected revenues under the existing rate structure relative to proposed expenses illustrated that the City would not have sufficient revenues to fund the needed capital improvements without a rate increase. Thus, we recommend a proposed rate increase of 30 percent in year 1. The rate structure shown below is designed to fund the proposed CIP, necessary O&M and other expenses forecasted within the planning horizon.

TABLE 3.11: ILLUSTRATION OF BASE RATE (COST PER CONNECTION)

	CURRENT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Residential	\$12.24	\$15.91	\$15.91	\$15.91	\$15.91	\$15.91
Commercial	\$25.50	\$33.15	\$33.15	\$33.15	\$33.15	\$33.15
Institutional	\$25.50	\$33.15	\$33.15	\$33.15	\$33.15	\$33.15
Dairy/Stock Watering	\$12.24	\$15.91	\$15.91	\$15.91	\$15.91	\$15.91
County Rate	\$12.24	\$15.91	\$15.91	\$15.91	\$15.91	\$15.91
10,000 Rate	\$25.50	\$33.15	\$33.15	\$33.15	\$33.15	\$33.15

TABLE 3.12: ILLUSTRATION OF CONSUMPTIVE RATE (COST PER 1,000 GALLONS)

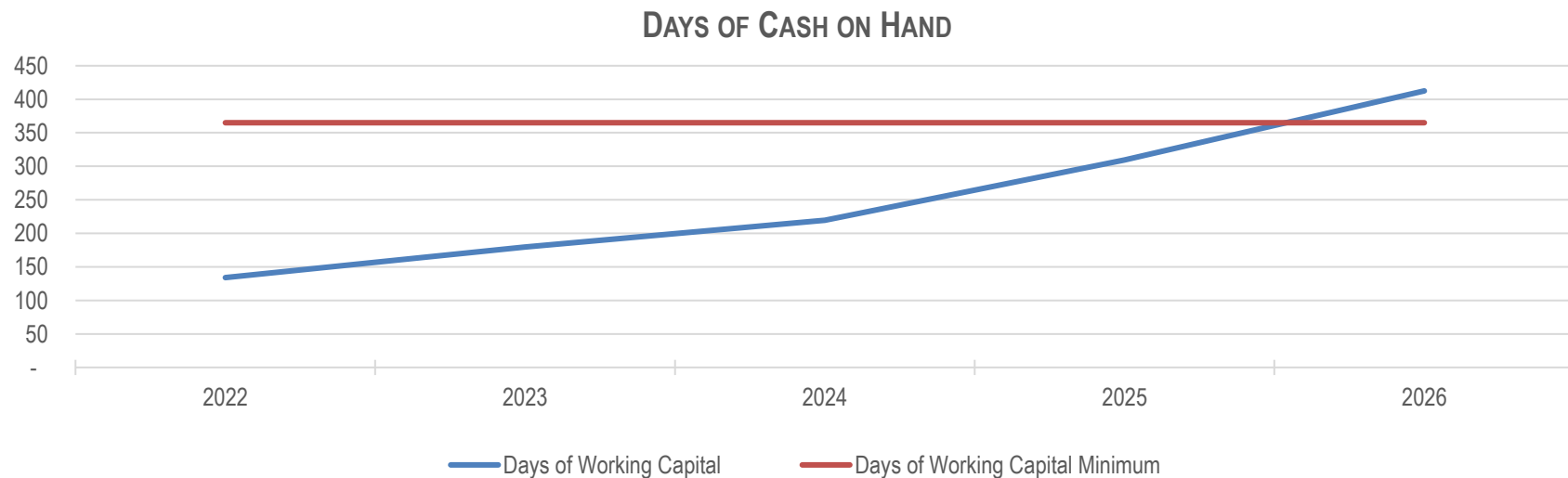
	CURRENT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Residential (6,000 – 15,999 gallons)	\$0.78	\$1.01	\$1.01	\$1.01	\$1.01	\$1.01
Residential (16,000+ gallons)	\$2.04	\$2.65	\$2.65	\$2.65	\$2.65	\$2.65
Institutional (6,000+ gallons)	\$1.04	\$1.35	\$1.35	\$1.35	\$1.35	\$1.35
Dairy/Stock Watering (6,000+ gallons)	\$0.78	\$1.01	\$1.01	\$1.01	\$1.01	\$1.01
Commercial (6,000+ gallons)	\$1.02	\$1.33	\$1.33	\$1.33	\$1.33	\$1.33
Industrial (6,000+ gallons)	\$1.31	\$1.70	\$1.70	\$1.70	\$1.70	\$1.70
County (6,000+ gallons)	\$0.77	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
10,000 Rate	\$0.78	\$1.01	\$1.01	\$1.01	\$1.01	\$1.01

The comparison of revenues and expenditures under the proposed rate increase, as shown in **Table 3.13**, illustrates that the City will be able to provide adequate funding for capital improvement and replacement projects according to the proposed CIP.

TABLE 3.13: SUMMARY PRO FORMA

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Operating Revenue	\$1,225,667	\$1,265,882	\$1,306,627	\$1,347,844	\$1,388,370
Total Operating Expense	(\$857,733)	(\$899,819)	(\$944,311)	(\$991,364)	(\$1,041,138)
Total Non-Operating Revenue	\$109,732	\$89,144	\$91,069	\$92,946	\$97,030
Total DS	\$0	\$0	\$0	\$0	\$0
Total CIP	(\$1,850,185)	(\$326,885)	(\$328,262)	(\$177,145)	(\$108,311)
Net Income (Loss) Before Transfers	(\$1,372,520)	\$128,322	\$125,122	\$272,281	\$335,951
Change in Net Position after Transfers and Contributions	(\$1,372,520)	\$128,322	\$125,122	\$272,281	\$335,951
Beginning Fund Balance	\$1,687,463	\$314,943	\$443,266	\$568,388	\$840,669
Ending Fund Balance (Unrestricted)	\$314,943	\$443,266	\$568,388	\$840,669	\$1,176,620
Days of Working Capital	134	180	220	310	412
Days of Working Capital (minimum)	365	365	365	365	365

FIGURE 3.1: ILLUSTRATION OF DAYS OF CASH ON HAND



The proposed rate structure will meet the City's objective to achieve 365 days of "Working Capital" at the end of the planning horizon. The City should conduct an annual review of the financial performance of each enterprise fund and reevaluate the proposed rates within three to five years. A detailed pro forma can be found in **Appendix A**.

SECTION IV: SEWER ENTERPRISE FUND ANALYSIS

DEMAND UNITS

The demand units in this analysis are connections and projected production. According to information provided by the City, there were 4,235 system connections in 2021. The City has projected connections based on an annual growth rate between three and four percent as shown in **Table 4.1**, resulting in a total of 5,098 connections by 2026. Historic and projected production data is also shown in **Table 4.1**. This data was used to calculate production charges for various land use types. For the purposes of this analysis a zero percent growth in usage was assumed which assumes water conservation. The City is also served by the Timpanogos Special Service District (TSSD) which provides sewer treatment facilities to the City. As a result, the City assesses a City maintenance monthly fee and a sewer processing fee. As such, this analysis calculates the municipal demand, and the demand attributed to the TSSD fee.

TABLE 4.1: CITY-WIDE GROWTH PROJECTIONS (PRODUCTION MEASURED IN 1,000 GALLONS)

DEMAND	2020	2021	2022	2023	2024	2025	2026
Growth in Connections			4.00%	3.90%	3.80%	3.70%	3.50%
City Residential Connections	4,235	4,235	4,404	4,576	4,750	4,926	5,098
City Commercial Connections	59	59	61	64	66	69	71
City Consumption (in Thousands)	50,000	50,000	50,000	50,000	50,000	50,000	50,000
TSSD Residential Connections	4,235	4,235	4,404	4,576	4,750	4,926	5,098
TSSD Commercial Connections	59	59	61	64	66	69	71
TSSD Consumption (in Thousands)	50,000	50,000	50,000	50,000	50,000	50,000	50,000

HISTORIC AND PROJECTED OPERATING REVENUES

Utilizing the growth estimates shown above, LYRB forecasted the potential revenues generated from current service charges, as shown below. The City desired to maintain a rate structure based on a base rate assessment and a production fee for the City and TSSD.

TABLE 4.2: HISTORIC OPERATING REVENUES

OPERATING REVENUES	2017	2018	2019	2020	2021
Charges for Services	1,942,707	2,012,982	2,050,579	2,084,675	2,084,736
Connection Fees	2,527	352	167	29	29
Miscellaneous	-	-	-	-	-
Total Operating Revenue	\$1,945,234	\$2,013,334	\$2,050,746	\$2,084,704	\$2,084,765

Source: Highland City Financial Statements

TABLE 4.3: PROJECTED OPERATING REVENUES

OPERATING REVENUES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Projected Operating Revenues	\$2,163,075	\$2,242,481	\$2,322,868	\$2,404,115	\$2,483,813

PROJECTED NON-OPERATING REVENUES

Historic non-operating revenues are primarily comprised of impact fee revenues and interest revenues. The City has realized sewer impact fee revenue collections in the past and anticipates collecting impact fee revenues in the five-year planning horizon from new development. The model assumes approximately 175 new ERCs per year that will be assessed an impact fee of \$1,155 or \$2,108, depending on the impact fee service area in which the development occurs. For the purposes of this analysis approximately 42 percent of the ERCs will be in the Central Service Area, with the remaining 58 percent in the Southeast Service Area. Investment earnings are calculated based on a 1.5 percent interest rate on any fund balance carry-over within the enterprise fund. Historic and projected total non-operating revenues are shown in **Tables 4.4 and 4.5**.

TABLE 4.4: HISTORIC NON-OPERATING REVENUES

NON-OPERATING REVENUES (EXPENSES)	2017	2018	2019	2020	2021
Investment Earnings	33,335	59,258	101,926	86,330	87,193
Impact Fee Revenues	269,272	204,339	145,630	211,179	213,291
Total Non-Operating Revenue	\$302,607	\$263,597	\$247,556	\$297,509	\$300,484

TABLE 4.5: PROJECTED NON-OPERATING REVENUE

NON-OPERATING REVENUES (EXPENSE)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Investment Earnings	59,951	31,283	39,560	47,272	50,586
Impact Fee Revenues	292,992	297,094	300,766	303,980	298,188
Total Non-Operating Revenues (Expenses)	\$352,943	\$328,378	\$340,326	\$351,252	\$348,774

SEWER COST OF SERVICE ANALYSIS

This analysis considers historic revenues and expenses during the period from FY 2017 through FY 2021, and forecasts revenues and expenditures through a five-year planning horizon. Projected cash flows for the sewer utility were analyzed to ensure that the City's objectives are met – to ensure revenue sufficiency to cover O&M while maintaining bond covenants and the appropriate debt coverage ratio; fund all necessary capital improvements; and provide an appropriate fund balance according to the City's existing budget policies.

COSTS TO BE RECOVERED THROUGH SERVICE CHARGES

OPERATIONS AND MAINTENANCE

General O&M expenses are incurred through the normal day-to-day operations of the sewer system. These expenses can include costs such as wages and salaries, benefits, utility costs and supplies. These costs can be variable based on fluctuations in production. Historic data shows an average annual growth of two percent in salaries and benefits from 2017 to 2021, with no growth in total O&M expenses of over the same timeframe. At the request of the City, a three percent increase in operations and maintenance expenses and a seven percent increase in salaries and benefits is applied for purposes of forecasting expenses. The City also expects to add an additional 3.5 full time employees in 2022 which would fall under the New O&M category shown below in **Table 4.7**, with approximately \$50,089 of additional operating expenses in year 1 of the planning horizon allocated to sewer.

TABLE 4.6: HISTORIC OPERATIONS AND MAINTENANCE EXPENSES

OPERATING EXPENSE	2017	2018	2019	2020	2021
Salaries & Benefits	(220,783)	(249,348)	(204,081)	(224,728)	(235,964)
Operations	(1,518,119)	(1,494,836)	(1,518,260)	(1,385,300)	(1,426,859)
Depreciation Expense	(334,641)	(350,107)	(374,591)	(386,707)	(398,308)
Total Operating Expense	(\$2,073,543)	(\$2,094,291)	(\$2,096,932)	(\$1,996,735)	(\$2,061,132)

Source: Highland City Financial Statements



TABLE 4.7: PROJECTED OPERATION AND MAINTENANCE EXPENSES

OPERATING EXPENSE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Salaries & Benefits	(252,482)	(270,156)	(289,067)	(309,301)	(330,952)
Operations	(1,469,665)	(1,513,755)	(1,559,167)	(1,605,942)	(1,654,121)
Depreciation Expense	-	-	-	-	-
New O&M	(50,089)	(53,596)	(57,347)	(61,362)	(65,657)
Total Operating Expense	(\$1,772,236)	(\$1,837,506)	(\$1,905,581)	(\$1,976,605)	(\$2,050,730)

Source: Highland City Financial Statements

As stated above, the new operating expense is based on adding an additional 3.5 FTEs in FY 2022. However, a portion of these FTEs will be shared across each utility and with other departments, as discussed below.

TABLE 4.8: CALCULATION OF NEW O&M EXPENSE

NEW O&M	TOTAL FTE	% TO UTILITY	S&B	YEAR	BASE COST	CONSTRUCTION YEAR COST	2022	NOTES
Operator 1	1.00	0%	\$70,000	2022	-	-	-	0% Allocated to Sewer
FTE Floater	1.00	25%	\$70,000	2022	\$17,500	\$20,036	\$20,036	Shared between four enterprise funds
FTE Asst. Public Works Director	1.00	17%	\$120,000	2022	\$20,000	\$22,898	\$22,898	Shared between four enterprise funds and two public works departments
FTE Office Staff	0.50	25%	\$25,000	2022	\$6,250	\$7,156	\$7,156	Shared between four enterprise funds
Total							\$50,089	

CAPITAL PROJECTS

Capital projects must be constructed to update and expand the water system. Capital project costs may be paid through cash reserves, impact fees or debt financing. If the City is able to accumulate sufficient cash reserves and chooses to use these reserves to fund capital projects, the need for debt financing may be mitigated. In this analysis, several projects are identified that must be constructed through 2026 and beyond. **Table 4.9** summarizes the total proposed capital improvement estimated construction costs. The City's Master Plan provides details for the proposed CIP.

TABLE 4.9: SUMMARY OF CAPITAL PROJECT COSTS

FIGURES REPRESENTED AS (EXPENSE)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Capital Improvement Project Costs	(\$2,654,964)	(\$181,547)	(\$243,477)	(\$557,847)	(\$21,717)

See Appendix D

FUNDING OF DEPRECIATION (REPAIR AND REPLACEMENT)

Funding depreciation in the proposed rate structure, or adopting a formal repair and replacement plan, will reduce the City's need to issue future debt, and will therefore decrease future interest expense and help the City avoid abrupt rate increases to fund unforeseen expenses. The City's CIP includes both growth related projects and repair/replacement projects. Thus, an additional allocation in the CIP for depreciation is not included in this analysis.

DEBT SERVICE COSTS

The City does not currently have any outstanding bonds and debt service costs for the sewer utility.

SEWER RATE DESIGN ANALYSIS

The City commissioned LYRB to review the existing sewer utility fees (or rates) and provide a recommended rate schedule based on changes in forecasted expenses, capital improvements and bonding needs. The primary objectives of the rate analysis were to ensure sufficient revenues to cover all O&M expenses, maintain bond covenants, ensure the appropriate debt service coverage ratio, and provide sufficient revenue to fund the proposed projects identified in the Master Plan and CIP. A review of projected revenues under the existing rate structure relative to proposed expenses illustrated that the City would have sufficient revenues to fund the needed capital improvements without a rate increase. Thus, a rate increase is not recommended at this time.

TABLE 4.10: ILLUSTRATION OF SEWER RATE ADJUSTMENTS

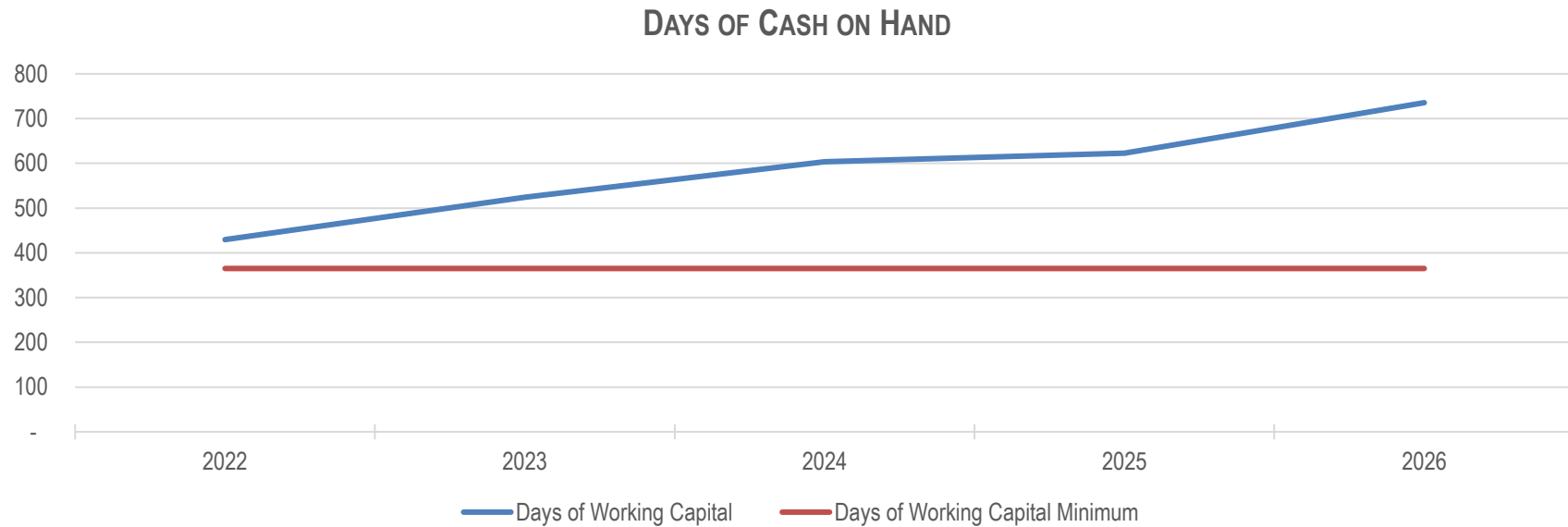
DEMAND	CURRENT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
City Residential Base Rate (per Connection/Month)	\$5.11	\$5.11	\$5.11	\$5.11	\$5.11	\$5.11
City Commercial Base Rate (per Connection/Month)	\$6.20	\$6.20	\$6.20	\$6.20	\$6.20	\$6.20
City Production Rate (per 1,000 Gal)	\$0.34	\$0.34	\$0.34	\$0.34	\$0.34	\$0.34
TSSD Base Rate Residential	\$32.77	\$32.77	\$32.77	\$32.77	\$32.77	\$32.77
TSSD Base Rate Commercial	\$39.95	\$39.95	\$39.95	\$39.95	\$39.95	\$39.95
TSSD Production Rate (per 1,000 Gal)	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20

This analysis assumes an annual growth of three to four percent in connections over the next five years. Annual O&M expenditures increase by three percent annually. The comparison of revenues and expenditures, as shown in **Table 4.11**, illustrates that the City will be able to provide adequate funding for capital improvement and replacement projects according to the proposed CIP.

TABLE 4.11: SUMMARY PRO FORMA

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Operating Revenue	\$2,163,075	\$2,242,481	\$2,322,868	\$2,404,115	\$2,483,813
Total Operating Expense	(\$1,772,236)	(\$1,837,506)	(\$1,905,581)	(\$1,976,605)	(\$2,050,730)
Total Non-Operating Revenue	\$352,943	\$328,378	\$340,326	\$351,252	\$348,774
Total DS	\$0	\$0	\$0	\$0	\$0
Total CIP	(\$2,654,964)	(\$181,547)	(\$243,477)	(\$557,847)	(\$21,717)
Net Income (Loss) Before Transfers	(\$1,911,182)	\$551,806	\$514,137	\$220,914	\$760,139
Change in Net Position after Transfers and Contributions	(\$1,911,182)	\$551,806	\$514,137	\$220,914	\$760,139
Beginning Fund Balance	\$3,996,733	\$2,085,551	\$2,637,357	\$3,151,494	\$3,372,408
Ending Fund Balance (Unrestricted)	\$2,085,551	\$2,637,357	\$3,151,494	\$3,372,408	\$4,132,548
Days of Working Capital	430	524	604	623	736
Days of Working Capital (minimum)	365	365	365	365	365

FIGURE 4.1: ILLUSTRATION OF DAYS OF CASH ON HAND



The existing rate structure will meet the City's objective to achieve 365 days of "Working Capital" in the planning horizon. The City should conduct an annual review of the financial performance of each enterprise fund and reevaluate the proposed rates within three to five years. A detailed pro forma can be found in **Appendix C**.

SECTION V: PRESSURIZED IRRIGATION ENTERPRISE FUND ANALYSIS

DEMAND UNITS

The demand units in this analysis are connections and lot square footage. According to information provided by the City, there were 4,385 system connections in 2021, with 146,077,134 lot square footage. The City has projected connections based on an annual growth rate of approximately 1.28 percent as shown in **Table 5.1**, resulting in a total of 4,673 connections by 2026, and 155,683,847 lot square footage.

TABLE 5.1: CITY-WIDE GROWTH PROJECTIONS

	2021	2022	2023	2024	2025	2026
Growth in ESUs		1.30%	1.30%	1.28%	1.27%	1.26%
Calculated ESUs	4,385	4,442	4,500	4,557	4,615	4,673
Square Footage	146,077,134	147,976,136	149,899,826	151,818,544	153,746,639	155,683,847

HISTORIC AND PROJECTED OPERATING REVENUES

Utilizing the growth estimates shown above, LYRB forecasted the potential revenues generated from current service charges, as shown below. The City desired to maintain a rate structure based on a base rate assessment and lot square footage.

TABLE 5.2: HISTORIC OPERATING REVENUES

OPERATING REVENUES	2017	2018	2019	2020	2021
Charges for Services	2,143,071	2,200,592	2,225,651	2,222,657	2,222,657
Intergovernmental	9,030	18,338	394,365	91,773	92,691
Miscellaneous	-	-	48	-	-
Total Operating Revenue	\$2,152,101	\$2,218,930	\$2,620,064	\$2,314,430	\$2,315,348

Source: Highland City Financial Statements

TABLE 5.3: PROJECTED OPERATING REVENUES

OPERATING REVENUES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Projected Operating Revenues	\$2,345,169	\$2,375,376	\$2,405,516	\$2,435,808	\$2,466,248

PROJECTED NON-OPERATING REVENUES

Historic non-operating revenues are primarily comprised of impact fee revenues, interest revenues and interest expense. Interest expense is interest associated with the outstanding debt service. For the purposes of this analysis, the interest expense is removed from non-operating expense and included in the discussion of debt service expense. The City has realized pressurized irrigation impact fee revenue collections in the past and anticipates collecting impact fee revenues in the five-year planning horizon from new development. Due to the difficulty in projecting lot sizes, the model assumes approximately \$250K annually of future impact fee revenues, similar to historic revenue collections. Investment earnings are calculated based on a 1.5 percent interest rate on any fund balance carry-over within the enterprise fund. Historic and projected total non-operating revenues are shown in **Tables 5.4 and 5.5**.

TABLE 5.4: HISTORIC NON-OPERATING REVENUES

NON-OPERATING REVENUES (EXPENSES)	2017	2018	2019	2020	2021
Investment Earnings	6,795	28,924	77,255	77,764	78,542
Interest Expense	(132,946)	(119,766)	(91,046)	(48,569)	(49,055)
Impact Fee Revenues	328,644	278,259	182,993	242,483	244,908
Total Non-Operating Revenue	\$202,493	\$187,417	\$169,202	\$271,678	\$274,395

TABLE 5.5: PROJECTED NON-OPERATING REVENUE

NON-OPERATING REVENUES (EXPENSES)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Investment Earnings	68,485	56,867	34,713	8,202	11,306
Interest Expense	-	-	-	-	-
Impact Fee Revenues	250,000	250,000	250,000	250,000	250,000
Total Non-Operating Revenues (Expenses)	\$318,485	\$306,867	\$284,713	\$258,202	\$261,306

PRESSURIZED IRRIGATION COST OF SERVICE ANALYSIS

This analysis considers historic revenues and expenses during the period from FY 2017 through FY 2021, and forecasts revenues and expenditures through a five-year planning horizon. Projected cash flows for the pressurized irrigation utility were analyzed to ensure that the City's objectives are met – to ensure revenue sufficiency to cover O&M while maintaining bond covenants and the appropriate debt coverage ratio; fund all necessary capital improvements; and provide an appropriate fund balance according to the City's existing budget policies.

COSTS TO BE RECOVERED THROUGH SERVICE CHARGES

OPERATIONS AND MAINTENANCE

General O&M expenses are incurred through the normal day-to-day operations of the pressurized irrigation system. These expenses can include costs such as wages and salaries, benefits, utility costs and supplies. These costs can be variable based on fluctuations in demand. Historic data shows an average annual growth of nine percent in salaries and benefits from 2017 to 2021, with three percent growth in total O&M expenses of over the same timeframe. At the request of the City, a three percent increase in operations and maintenance expenses and a seven percent increase in salaries and benefits is applied for purposes of forecasting expenses. The City also expects to add an additional 3.5 full time employees in 2022 which would fall under the New O&M category shown below in **Table 5.7**, with approximately \$50,089 of additional operating expenses in year 1 of the planning horizon allocated to pressurized irrigation.

TABLE 5.6: HISTORIC OPERATIONS AND MAINTENANCE EXPENSES

OPERATING EXPENSE	2017	2018	2019	2020	2021
Salaries & Benefits	(187,109)	(174,712)	(216,216)	(254,178)	(266,887)
Operations	(655,671)	(647,645)	(665,644)	(676,357)	(696,648)
Depreciation Expense	(405,127)	(415,765)	(421,790)	(433,022)	(446,013)
Total Operating Expense	(\$1,247,907)	(\$1,238,122)	(\$1,303,650)	(\$1,363,557)	(\$1,409,547)

Source: Highland City Financial Statements

TABLE 5.7: PROJECTED OPERATION AND MAINTENANCE EXPENSES

OPERATING EXPENSE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Salaries & Benefits	(285,569)	(305,559)	(326,948)	(349,834)	(374,323)
Operations	(717,547)	(739,074)	(761,246)	(784,083)	(807,606)
Depreciation Expense	-	-	-	-	-
New O&M	(50,089)	(53,596)	(57,347)	(61,362)	(65,657)
Total Operating Expense	(\$1,053,205)	(\$1,098,228)	(\$1,145,541)	(\$1,195,279)	(\$1,247,585)

Source: Highland City Financial Statements

As stated above, the new operating expense is based on adding an additional 3.5 FTEs in FY 2022. However, a portion of these FTEs will be shared across each utility and with other departments, as discussed below.

TABLE 5.8: CALCULATION OF NEW O&M EXPENSE

NEW O&M	TOTAL FTE	% TO UTILITY	S&B	YEAR	BASE COST	CONSTRUCTION YEAR COST	2022	NOTES
Operator 1	1.00	0%	\$70,000	2022	-	-	-	0% Allocated to Pressurized Irrigation
FTE Floater	1.00	25%	\$70,000	2022	\$17,500	\$20,036	\$20,036	Shared between four enterprise funds
FTE Asst. Public Works Director	1.00	17%	\$120,000	2022	\$20,000	\$22,898	\$22,898	Shared between four enterprise funds and two public works departments
FTE Office Staff	0.50	25%	\$25,000	2022	\$6,250	\$7,156	\$7,156	Shared between four enterprise funds
Total							\$50,089	

CAPITAL PROJECTS

Capital projects must be constructed to update and expand the pressurized irrigation system. Capital project costs may be paid through cash reserves, impact fees or debt financing. If the City is able to accumulate sufficient cash reserves and chooses to use these reserves to fund capital projects, the need for debt financing may be mitigated. In this analysis, several projects are identified that must be constructed through 2026 and beyond. **Table 5.9** summarizes the total proposed capital improvement estimated construction costs. The City's Master Plan provides details for the proposed CIP.

TABLE 5.9: SUMMARY OF CAPITAL PROJECT COSTS

FIGURES REPRESENTED AS (EXPENSE)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Capital Improvement Project Costs	(\$2,246,572)	(\$2,922,721)	(\$3,174,211)	(\$1,153,364)	(\$1,126,499)

See Appendix F

FUNDING OF DEPRECIATION (REPAIR AND REPLACEMENT)

Funding depreciation in the proposed rate structure, or adopting a formal repair and replacement plan, will reduce the City's need to issue future debt, and will therefore decrease future interest expense and help the City avoid abrupt rate increases to fund unforeseen expenses. The City's CIP includes both growth related projects and repair/replacement projects. Thus, an additional allocation in the CIP for depreciation is not included in this analysis.

DEBT SERVICE COSTS

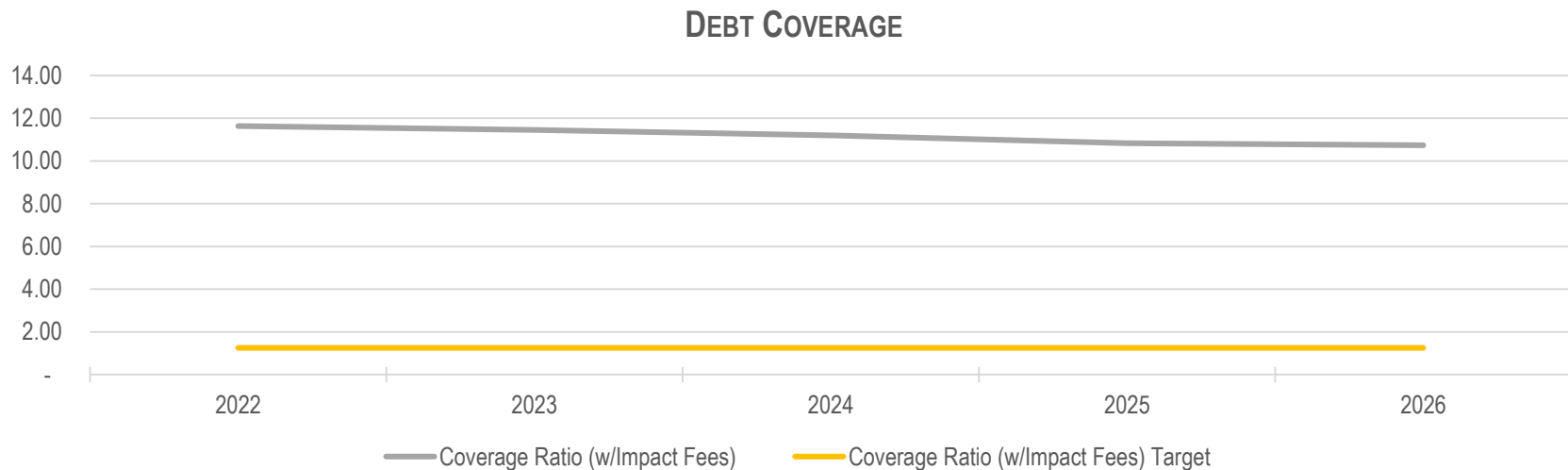
The City has outstanding bonds related to the pressurized irrigation system. This analysis includes the principal and interest payments associated with these bonds, as shown in **Table 5.10**, when determining revenue sufficiency and debt coverage ratios. As stated in Section II, this analysis is designed to ensure sufficient revenues to cover all operation and

maintenance expenses while maintaining bond covenants and the appropriate debt coverage ratio of at least 1.25x. As shown in **Figure 5.1**, the City's existing rates will ensure adequate debt coverage through the five-year planning horizon.

TABLE 5.10: OUTSTANDING PRESSURIZED IRRIGATION DEBT SERVICE

YEAR	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE	YEAR	PRINCIPAL	INTEREST	TOTAL DEBT SERVICE
2021	\$77,000	\$61,480	\$138,480	2029	\$105,000	\$33,200	\$138,200
2022	\$80,000	\$58,400	\$138,400	2030	\$109,000	\$29,000	\$138,000
2023	\$83,000	\$55,200	\$138,200	2031	\$114,000	\$24,640	\$138,640
2024	\$86,000	\$51,880	\$137,880	2032	\$118,000	\$20,080	\$138,080
2025	\$90,000	\$48,440	\$138,440	2033	\$123,000	\$15,360	\$138,360
2026	\$93,000	\$44,840	\$137,840	2034	\$128,000	\$10,440	\$138,440
2027	\$97,000	\$41,120	\$138,120	2035	\$133,000	\$5,320	\$138,320
2028	\$101,000	\$37,240	\$138,240				

FIGURE 5.1: ILLUSTRATION OF DEBT SERVICE COVERAGE



PRESSURIZED IRRIGATION RATE DESIGN ANALYSIS

The City commissioned LYRB to review the existing pressurized irrigation utility fees (or rates) and provide a recommended rate schedule based on changes in forecasted expenses, capital improvements and bonding needs. The primary objectives of the rate analysis were to ensure sufficient revenues to cover all O&M expenses, maintain bond covenants, ensure the appropriate debt service coverage ratio, and provide sufficient revenue to fund the proposed projects identified in the Master Plan and CIP. A review of projected revenues under the existing rate structure relative to proposed expenses illustrated that the City would have sufficient revenues to fund the needed capital improvements without a rate increase. Thus, a rate increase is not recommended at this time.

TABLE 5.11: ILLUSTRATION OF SEWER RATE ADJUSTMENTS

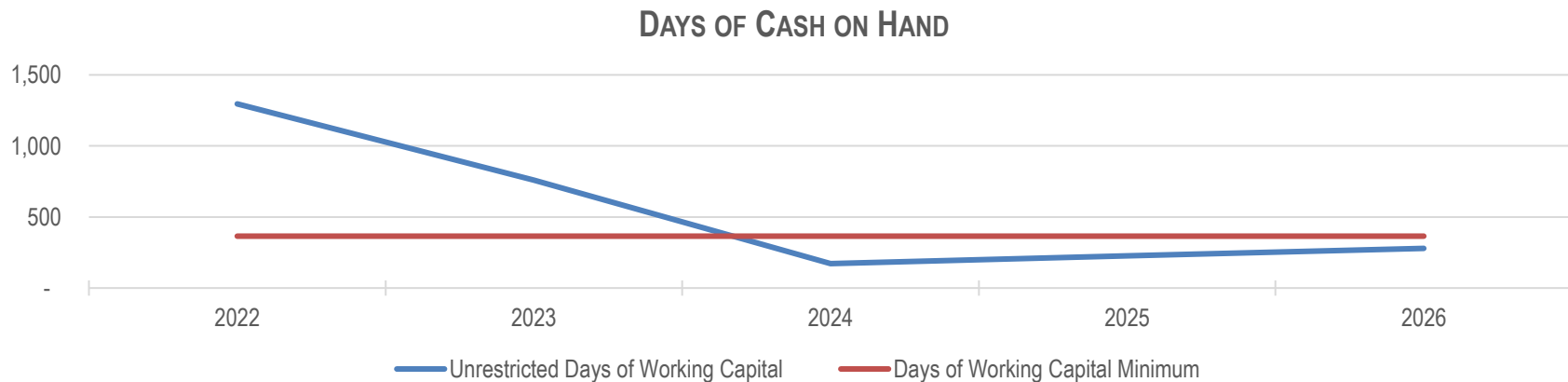
	2021	2022	2023	2024	2025	2026
Base Fee	\$20.12	\$20.12	\$20.12	\$20.12	\$20.12	\$20.12
Fee per SF	\$0.000664	\$0.000664	\$0.000664	\$0.000664	\$0.000664	\$0.000664

This analysis assumes an annual growth in ESUs of approximately 1.28 percent over the next five years. Annual O&M expenditures increase by three percent annually. The comparison of revenues and expenditures under the proposed rate increase, as shown in **Table 5.12**, illustrates that the City will be able to provide adequate funding for capital improvement and replacement projects according to the proposed CIP.

TABLE 5.12: SUMMARY PRO FORMA

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Operating Revenue	\$2,345,169	\$2,375,376	\$2,405,516	\$2,435,808	\$2,466,248
Total Operating Expense	(\$1,053,205)	(\$1,098,228)	(\$1,145,541)	(\$1,195,279)	(\$1,247,585)
Total Non-Operating Revenue	\$318,485	\$306,867	\$284,713	\$258,202	\$261,306
Total DS	(\$138,400)	(\$138,200)	(\$137,880)	(\$138,440)	(\$137,840)
Total CIP	(\$2,246,572)	(\$2,922,721)	(\$3,174,211)	(\$1,153,364)	(\$1,126,499)
Net Income (Loss) Before Transfers	(\$774,524)	(\$1,476,907)	(\$1,767,403)	\$206,927	\$215,630
Change in Net Position after Transfers and Contributions	(\$774,524)	(\$1,476,907)	(\$1,767,403)	\$206,927	\$215,630
Beginning Fund Balance	\$4,565,647	\$3,791,123	\$2,314,216	\$546,814	\$753,741
Ending Fund Balance (Unrestricted)	\$3,791,123	\$2,314,216	\$546,814	\$753,741	\$969,371
Days of Working Capital	1,296	759	172	227	280
Days of Working Capital (minimum)	365	365	365	365	365

FIGURE 5.2: ILLUSTRATION OF DAYS OF CASH ON HAND



While the existing rate structure will fall below the City's target amount of 365 days of "Working Capital" in the planning horizon, a rate increase is not recommended at this time. The ending fund balance is projected to decrease through 2024 but begin to recover in the following years. It is anticipated that the fund balance should continue to recover beyond the five-year planning horizon. The City should conduct an annual review of the financial performance of each enterprise fund and reevaluate the proposed rates within three to five years. A detailed pro forma can be found in **Appendix E**.

SECTION VI: STORM DRAIN ENTERPRISE FUND ANALYSIS

DEMAND UNITS

The demand units in this analysis are residential connections and non-residential square footage of parking lot. According to information provided by the City, there were 5,024 residential connections in 2021, with 8,719,586 non-residential square footage of parking lot. The City is not anticipating new growth within the storm drain service area. This data was used to calculate revenue sufficiency based on existing rates.

TABLE 6.1: CITY-WIDE GROWTH PROJECTIONS

	2021	2022	2023	2024	2025	2026
Calculated ESUs	5,024	5,024	5,024	5,024	5,024	5,024
Square Footage (Non-Residential)	8,719,586	8,719,586	8,719,586	8,719,586	8,719,586	8,719,586

HISTORIC AND PROJECTED OPERATING REVENUES

Utilizing the growth estimates shown above, LYRB forecasted the potential revenues generated from current service charges, as shown below. The City desired to maintain a rate structure based on a base residential rate assessment and a non-residential fee per square foot of parking lot.

TABLE 6.2: HISTORIC OPERATING REVENUES

OPERATING REVENUES	2017	2018	2019	2020	2021
Charges for Services	530,212	531,742	524,926	562,511	562,511
Miscellaneous	-	-	-	10,757	10,865
Total Operating Revenue	\$530,212	\$531,742	\$524,926	\$573,268	\$573,376

Source: Highland City Financial Statements

TABLE 6.3: PROJECTED OPERATING REVENUES

OPERATING REVENUES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Projected Operating Revenues	\$573,484	\$573,594	\$573,705	\$573,817	\$573,930

PROJECTED NON-OPERATING REVENUES

Historic non-operating revenues are primarily comprised of investment earnings. Future investment earnings are calculated based on a 1.5 percent interest rate on any fund balance carry-over within the enterprise fund. Historic and projected total non-operating revenues are shown in **Tables 6.4 and 6.5**.

TABLE 6.4: HISTORIC NON-OPERATING REVENUES

NON-OPERATING REVENUES (EXPENSES)	2017	2018	2019	2020	2021
Investment Earnings	8,472	18,026	32,478	26,199	26,461
Gain/Loss of Capital Assets	-	-	14,295	-	-
Total Non-Operating Revenue	\$8,472	\$18,026	\$46,773	\$26,199	\$26,461

TABLE 6.5: PROJECTED NON-OPERATING REVENUE

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Investment Earnings	20,836	17,321	17,719	15,844	14,559
Total Non-Operating Revenues (Expenses)	20,836	17,321	17,719	15,844	14,559

STORM DRAIN COST OF SERVICE ANALYSIS

This analysis considers historic revenues and expenses during the period from FY 2017 through FY 2021, and forecasts revenues and expenditures through a five-year planning horizon. Projected cash flows for the storm drain utility were analyzed to ensure that the City's objectives are met – to ensure revenue sufficiency to cover O&M while maintaining bond covenants and the appropriate debt coverage ratio; fund all necessary capital improvements; and provide an appropriate fund balance according to the City's existing budget policies.

COSTS TO BE RECOVERED THROUGH SERVICE CHARGES

OPERATIONS AND MAINTENANCE

General O&M expenses are incurred through the normal day-to-day operations of the storm drain system. These expenses can include costs such as wages and salaries, benefits, utility costs and supplies. Historic data shows an average annual growth of eight percent in salaries and benefits from 2017 to 2021, with three growth in total O&M expenses of over the same timeframe. At the request of the City, a three percent increase in operations and maintenance expenses and a seven percent increase in salaries and benefits is applied for purposes of forecasting expenses. The City also expects to add an additional 3.5 full time employees in 2022 which would fall under the New O&M category shown below in **Table 6.7**, with approximately \$50,089 of additional operating expenses in year 1 of the planning horizon allocated to storm drain.

TABLE 6.6: HISTORIC OPERATIONS AND MAINTENANCE EXPENSES

OPERATING EXPENSE	2017	2018	2019	2020	2021
Salaries & Benefits	(127,315)	(135,851)	(143,882)	(165,156)	(173,414)
Operations	(213,775)	(152,162)	(122,026)	(161,989)	(166,849)
Depreciation Expense	(125,271)	(132,023)	(152,491)	(172,454)	(177,628)
Total Operating Expense	(\$466,361)	(\$420,036)	(\$418,399)	(\$499,599)	(\$517,890)

Source: Highland City Financial Statements

TABLE 6.7: PROJECTED OPERATION AND MAINTENANCE EXPENSES

OPERATING EXPENSE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Salaries & Benefits	(185,553)	(198,541)	(212,439)	(227,310)	(243,222)
Operations	(171,854)	(177,010)	(182,320)	(187,790)	(193,423)
Depreciation Expense	-	-	-	-	-
New O&M	(50,089)	(53,596)	(57,347)	(61,362)	(65,657)
Total Operating Expense	(\$407,496)	(\$429,147)	(\$452,107)	(\$476,461)	(\$502,302)

Source: Highland City Financial Statements

As stated above, the new operating expense is based on adding an additional 3.5 FTEs in FY 2022. However, a portion of these FTEs will be shared across each utility and with other departments, as discussed below.

TABLE 6.8: CALCULATION OF NEW O&M EXPENSE

NEW O&M	TOTAL FTE	% TO UTILITY	S&B	YEAR	BASE COST	CONSTRUCTION YEAR COST	2022	NOTES
Operator 1	1.00	0%	\$70,000	2022	-	-	-	0% Allocated to Storm Drain
FTE Floater	1.00	25%	\$70,000	2022	\$17,500	\$20,036	\$20,036	Shared between four enterprise funds
FTE Asst. Public Works Director	1.00	17%	\$120,000	2022	\$20,000	\$22,898	\$22,898	Shared between four enterprise funds and two public works departments
FTE Office Staff	0.50	25%	\$25,000	2022	\$6,250	\$7,156	\$7,156	Shared between four enterprise funds
Total							\$50,089	

CAPITAL PROJECTS

Capital projects must be constructed to update and expand the storm drain system. Capital project costs may be paid through cash reserves, impact fees or debt financing. If the City is able to accumulate sufficient cash reserves and chooses to use these reserves to fund capital projects, the need for debt financing may be mitigated. In this analysis, several projects are identified that must be constructed through 2026 and beyond. **Table 6.9** summarizes the total proposed capital improvement estimated construction costs. The City's Master Plan provides details for the proposed CIP.

TABLE 6.9: SUMMARY OF CAPITAL PROJECT COSTS

FIGURES REPRESENTED AS (EXPENSE)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Capital Improvement Project Costs	(\$421,200)	(\$135,200)	(\$264,343)	(\$198,876)	(\$285,913)

See Appendix H

FUNDING OF DEPRECIATION (REPAIR AND REPLACEMENT)

Funding depreciation in the proposed rate structure, or adopting a formal repair and replacement plan, will reduce the City's need to issue future debt, and will therefore decrease future interest expense and help the City avoid abrupt rate increases to fund unforeseen expenses. The City's CIP includes both growth related projects and repair/replacement projects. Thus, an additional allocation in the CIP for depreciation is not included in this analysis.

DEBT SERVICE COSTS

The City does not currently have any outstanding bonds and debt service costs for the storm drain utility.

STORM DRAIN RATE DESIGN ANALYSIS

The City commissioned LYRB to review the existing storm drain utility fees (or rates) and provide a recommended rate schedule based on changes in forecasted expenses, capital improvements and bonding needs. The primary objectives of the rate analysis were to ensure sufficient revenues to cover all O&M expenses, maintain bond covenants, ensure the appropriate debt service coverage ratio, and provide sufficient revenue to fund the proposed projects identified in the Master Plan and CIP. A review of projected revenues under the existing rate structure relative to proposed expenses illustrated that the City would have sufficient revenues to fund the needed capital improvements without a rate increase. Thus, a rate increase is not recommended at this time.

TABLE 6.10: ILLUSTRATION OF STORM DRAIN RATE ADJUSTMENTS

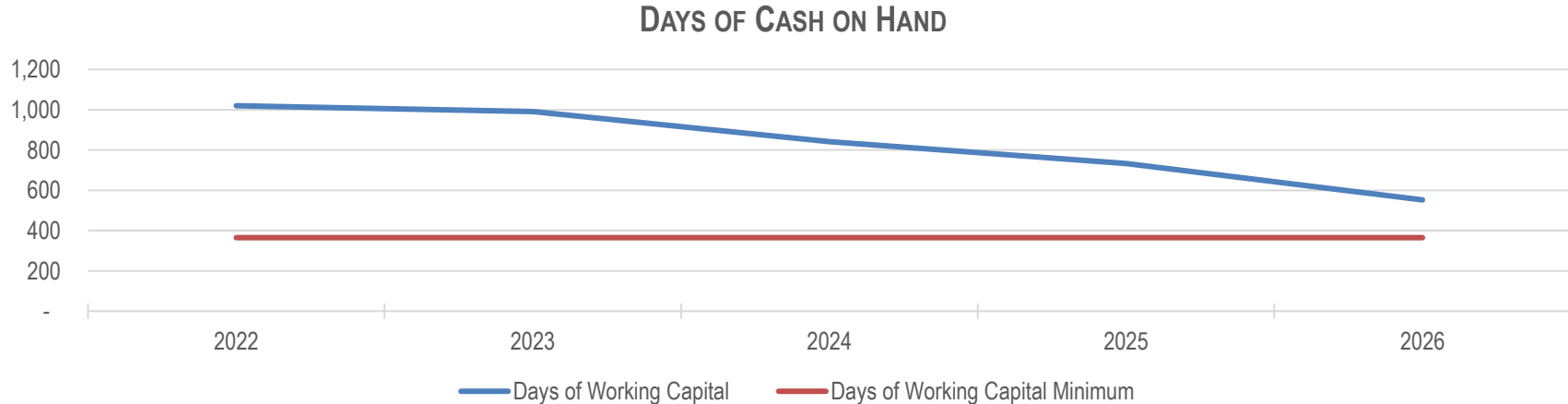
	2021	2022	2023	2024	2025	2026
Residential Base Fee	\$6.97	\$6.97	\$6.97	\$6.97	\$6.97	\$6.97
Non-Residential Fee per SF	\$0.00136	\$0.00136	\$0.00136	\$0.00136	\$0.00136	\$0.00136

This analysis assumes no new growth in storm drain over the next five years. Annual O&M expenditures increase by three percent annually. The comparison of revenues and expenditures under the proposed rate increase, as shown in **Table 4.11**, illustrates that the City will be able to provide adequate funding for capital improvement and replacement projects according to the proposed CIP.

TABLE 4.11: SUMMARY PRO FORMA

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Operating Revenue	\$573,484	\$573,594	\$573,705	\$573,817	\$573,930
Total Operating Expense	(\$407,496)	(\$429,147)	(\$452,107)	(\$476,461)	(\$502,302)
Total Non-Operating Revenue	\$20,836	\$17,321	\$17,719	\$15,844	\$14,559
Total DS	\$0	\$0	\$0	\$0	\$0
Total CIP	(\$421,200)	(\$135,200)	(\$264,343)	(\$198,876)	(\$285,913)
Net Income (Loss) Before Transfers	(\$234,376)	\$26,568	(\$125,026)	(\$85,677)	(\$199,727)
Change in Net Position after Transfers and Contributions	(\$234,376)	\$26,568	(\$125,026)	(\$85,677)	(\$199,727)
Beginning Fund Balance	\$1,389,083	\$1,154,707	\$1,181,275	\$1,056,249	\$970,572
Ending Fund Balance (Unrestricted)	\$1,154,707	\$1,181,275	\$1,056,249	\$970,572	\$770,845
Days of Working Capital	1,020	991	841	733	552
Days of Working Capital (minimum)	365	365	365	365	365

FIGURE 6.1: ILLUSTRATION OF DAYS OF CASH ON HAND



The proposed rate structure will meet the City's objective to achieve 365 days of "Working Capital" in the planning horizon. The City should conduct an annual review of the financial performance of each enterprise fund and reevaluate the proposed rates within three to five years. A detailed pro forma can be found in **Appendix G**.

SECTION VII: EVALUATION OF PRICING OBJECTIVES

Several objectives were identified by the City, which serve as the foundation of the rate update and scenario analysis.

- ☞ First, the City wanted to ensure sufficient revenues to cover all operation and maintenance expenses while maintaining bond covenants and the appropriate debt coverage ratio of at least 1.25x.
- ☞ Second, the City wanted to continue to fund capital improvements in the five-year window using rate revenues, while minimizing future bonding needs and maintaining 365 Days of Working Capital.
- ☞ Third, the rates should evaluate a policy to maintain the existing rate structure.
- ☞ Finally, the proposed rate recommendations should be implementable and equitable.

EVALUATION OF EFFECTIVENESS OF RATE OBJECTIVES

- ☞ **Revenue Sufficiency:** The comparison of revenues and expenditures under the proposed rate increases illustrates that the City will continue to provide necessary funding for capital improvement and replacement projects according to the proposed CIP scenarios. The City's only outstanding debt service is within the pressurized irrigation utility, which shows sufficient coverage within the planning horizon.
- ☞ **Funding Capital Costs and Maintaining Revenue Sufficiency:** The rate analysis considers necessary increases to adequately fund the repair and replacement of existing facilities, future capital costs and to maintain a fund balance at the end of each year utilizing a pay-as-you go approach. Each fund is able to do this, with the water fund requiring a rate increase in year one to meet the desired targets.
- ☞ **Rate Structure:** The analysis did not include any structural changes to the rates.
- ☞ **Equity and Implementation:** The adopted rate calculations follow a reasonable methodology to promote conservation and ease of implementation.



APPENDIX A: DETAILED CULINARY WATER PRO FORMA

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Operating Revenues										
Charges for Services	1,164,685	1,203,071	1,241,932	1,281,207	1,319,735	1,319,735	1,319,735	1,319,735	1,319,735	1,319,735
Connection Fees	53,699	55,309	56,969	58,678	60,438	62,251	64,119	66,042	68,024	70,064
Miscellaneous	7,283	7,502	7,727	7,958	8,197	8,443	8,696	8,957	9,226	9,503
Total Operating Revenue	\$1,225,667	\$1,265,882	\$1,306,627	\$1,347,844	\$1,388,370	\$1,390,429	\$1,392,550	\$1,394,734	\$1,396,984	\$1,399,302
Operating Expense										
Salaries and Benefits	(278,603)	(298,106)	(318,973)	(341,301)	(365,192)	(390,756)	(418,108)	(447,376)	(478,692)	(512,201)
Operations	(448,898)	(462,364)	(476,235)	(490,522)	(505,238)	(520,395)	(536,007)	(552,087)	(568,650)	(585,709)
Depreciation Expense	-	-	-	-	-	-	-	-	-	-
New O&M	(130,232)	(139,349)	(149,103)	(159,540)	(170,708)	(182,658)	(195,444)	(209,125)	(223,763)	(239,427)
Total Operating Expense	(\$857,733)	(\$899,819)	(\$944,311)	(\$991,364)	(\$1,041,138)	(\$1,093,808)	(\$1,149,559)	(\$1,208,588)	(\$1,271,106)	(\$1,337,337)
Non-Operating Revenues (Expenses)										
Investment Earnings	25,312	4,724	6,649	8,526	12,610	17,649	18,404	19,644	21,437	16,750
Impact Fee Revenues	84,420	84,420	84,420	84,420	84,420	0	0	0	0	0
Total Non-Operating Revenue	\$109,732	\$89,144	\$91,069	\$92,946	\$97,030	\$17,649	\$18,404	\$19,644	\$21,437	\$16,750
Total Revenue Available for DS	\$477,665	\$455,208	\$453,385	\$449,426	\$444,262	\$314,270	\$261,394	\$205,790	\$147,315	\$78,715
Debt Service										
None	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total DS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue Available for CIP	\$477,665	\$455,208	\$453,385	\$449,426	\$444,262	\$314,270	\$261,394	\$205,790	\$147,315	\$78,715
Total CIP	(\$1,850,185)	(\$326,885)	(\$328,262)	(\$177,145)	(\$108,311)	(\$263,976)	(\$178,735)	(\$86,253)	(\$459,764)	(\$709,073)
Net Income (Loss) Before Transfers	(\$1,372,520)	\$128,322	\$125,122	\$272,281	\$335,951	\$50,294	\$82,659	\$119,537	(\$312,449)	(\$630,358)
Change in Net Position	(\$1,372,520)	\$128,322	\$125,122	\$272,281	\$335,951	\$50,294	\$82,659	\$119,537	(\$312,449)	(\$630,358)
Beginning Cash Balance	\$1,687,463	\$314,943	\$443,266	\$568,388	\$840,669	\$1,176,620	\$1,226,914	\$1,309,573	\$1,429,110	\$1,116,662
Ending Fund Balance	\$314,943	\$443,266	\$568,388	\$840,669	\$1,176,620	\$1,226,914	\$1,309,573	\$1,429,110	\$1,116,662	\$486,304
Unrestricted	\$314,943	\$443,266	\$568,388	\$840,669	\$1,176,620	\$1,226,914	\$1,309,573	\$1,429,110	\$1,116,662	\$486,304
Days of Working Capital	134	180	220	310	412	409	416	432	321	133
Days of Working Capital Minimum	365	365	365	365	365	365	365	365	365	365



APPENDIX B: CULINARY WATER CAPITAL IMPROVEMENT PLAN

CIP	YEAR	TRIGGER	BASE COST	CONSTRUCTION YEAR COST	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Concrete Sealing for Exposed Tank Roof	2026	1.00	\$25,000	\$31,633	-	-	-	-	-	31,633	-	-	-	-	-
Well Maintenance	2023	1.00	\$70,000	\$78,740	-	-	78,740	-	-	-	-	-	-	-	-
Well Maintenance	2025	1.00	\$70,000	\$85,166	-	-	-	-	85,166	-	-	-	-	-	-
Well Maintenance	2028	1.00	\$70,000	\$95,800	-	-	-	-	-	-	-	95,800	-	-	-
Well Maintenance	2030	1.00	\$70,000	\$103,617	-	-	-	-	-	-	-	-	-	103,617	-
Viewpointe Pump Station Maintenance	2022	1.00	\$2,000	\$2,163	-	2,163	-	-	-	-	-	-	-	-	-
Viewpointe Pump Station Maintenance	2023	1.00	\$2,000	\$2,250	-	-	2,250	-	-	-	-	-	-	-	-
Viewpointe Pump Station Maintenance	2024	1.00	\$2,000	\$2,340	-	-	-	2,340	-	-	-	-	-	-	-
Viewpointe Pump Station Maintenance	2025	1.00	\$2,000	\$2,433	-	-	-	-	2,433	-	-	-	-	-	-
Viewpointe Pump Station Maintenance	2026	1.00	\$2,000	\$2,531	-	-	-	-	-	2,531	-	-	-	-	-
Viewpointe Pump Station Maintenance	2027	1.00	\$2,000	\$2,632	-	-	-	-	-	-	2,632	-	-	-	-
Viewpointe Pump Station Maintenance	2028	1.00	\$2,000	\$2,737	-	-	-	-	-	-	-	2,737	-	-	-
Viewpointe Pump Station Maintenance	2029	1.00	\$2,000	\$2,847	-	-	-	-	-	-	-	-	2,847	-	-
Viewpointe Pump Station Maintenance	2030	1.00	\$2,000	\$2,960	-	-	-	-	-	-	-	-	-	2,960	-
Viewpointe Pump Station Maintenance	2031	1.00	\$2,000	\$3,079	-	-	-	-	-	-	-	-	-	-	3,079
Beacon Hill Pump Station Maintenance	2022	1.00	\$2,000	\$2,163	-	2,163	-	-	-	-	-	-	-	-	-
Beacon Hill Pump Station Maintenance	2023	1.00	\$2,000	\$2,250	-	-	2,250	-	-	-	-	-	-	-	-
Beacon Hill Pump Station Maintenance	2024	1.00	\$2,000	\$2,340	-	-	-	2,340	-	-	-	-	-	-	-
Beacon Hill Pump Station Maintenance	2025	1.00	\$2,000	\$2,433	-	-	-	-	2,433	-	-	-	-	-	-
Beacon Hill Pump Station Maintenance	2026	1.00	\$2,000	\$2,531	-	-	-	-	-	2,531	-	-	-	-	-
Beacon Hill Pump Station Maintenance	2027	1.00	\$2,000	\$2,632	-	-	-	-	-	-	2,632	-	-	-	-
Beacon Hill Pump Station Maintenance	2028	1.00	\$2,000	\$2,737	-	-	-	-	-	-	-	2,737	-	-	-
Beacon Hill Pump Station Maintenance	2029	1.00	\$2,000	\$2,847	-	-	-	-	-	-	-	-	2,847	-	-
Beacon Hill Pump Station Maintenance	2030	1.00	\$2,000	\$2,960	-	-	-	-	-	-	-	-	-	2,960	-
Beacon Hill Pump Station Maintenance	2031	1.00	\$2,000	\$3,079	-	-	-	-	-	-	-	-	-	-	3,079
Replacement of Galvanized Services	2022	1.00	\$10,000	\$10,816	-	10,816	-	-	-	-	-	-	-	-	-
Replacement of Galvanized Services	2023	1.00	\$10,000	\$11,249	-	-	11,249	-	-	-	-	-	-	-	-
Replacement of Galvanized Services	2024	1.00	\$10,000	\$11,699	-	-	-	11,699	-	-	-	-	-	-	-
Replacement of Galvanized Services	2025	1.00	\$10,000	\$12,167	-	-	-	-	12,167	-	-	-	-	-	-
Replacement of Galvanized Services	2026	1.00	\$10,000	\$12,653	-	-	-	-	-	12,653	-	-	-	-	-
Replacement of Galvanized Services	2027	1.00	\$10,000	\$13,159	-	-	-	-	-	-	13,159	-	-	-	-
Replacement of Galvanized Services	2028	1.00	\$10,000	\$13,686	-	-	-	-	-	-	-	13,686	-	-	-
Replacement of Galvanized Services	2029	1.00	\$10,000	\$14,233	-	-	-	-	-	-	-	-	14,233	-	-
Replacement of Galvanized Services	2030	1.00	\$10,000	\$14,802	-	-	-	-	-	-	-	-	-	14,802	-
Replacement of Galvanized Services	2031	1.00	\$10,000	\$15,395	-	-	-	-	-	-	-	-	-	-	15,395
Hydrant Replacement	2022	1.00	\$40,000	\$43,264	-	43,264	-	-	-	-	-	-	-	-	-
Hydrant Replacement	2023	1.00	\$40,000	\$44,995	-	-	44,995	-	-	-	-	-	-	-	-
Hydrant Replacement	2024	1.00	\$40,000	\$46,794	-	-	-	46,794	-	-	-	-	-	-	-
Hydrant Replacement	2025	1.00	\$40,000	\$48,666	-	-	-	-	48,666	-	-	-	-	-	-
Hydrant Replacement	2026	1.00	\$40,000	\$50,613	-	-	-	-	-	50,613	-	-	-	-	-
Hydrant Replacement	2027	1.00	\$40,000	\$52,637	-	-	-	-	-	-	52,637	-	-	-	-
Hydrant Replacement	2028	1.00	\$40,000	\$54,743	-	-	-	-	-	-	-	54,743	-	-	-
Hydrant Replacement	2029	1.00	\$40,000	\$56,932	-	-	-	-	-	-	-	-	56,932	-	-
Hydrant Replacement	2030	1.00	\$40,000	\$59,210	-	-	-	-	-	-	-	-	-	59,210	-
Hydrant Replacement	2031	1.00	\$40,000	\$61,578	-	-	-	-	-	-	-	-	-	-	61,578
PRV Replacement	2022	1.00	\$400	\$433	-	433	-	-	-	-	-	-	-	-	-
PRV Replacement	2023	1.00	\$400	\$450	-	-	450	-	-	-	-	-	-	-	-
PRV Replacement	2024	1.00	\$400	\$468	-	-	-	468	-	-	-	-	-	-	-
PRV Replacement	2025	1.00	\$400	\$487	-	-	-	-	487	-	-	-	-	-	-
PRV Replacement	2026	1.00	\$400	\$506	-	-	-	-	-	506	-	-	-	-	-
PRV Replacement	2027	1.00	\$400	\$526	-	-	-	-	-	-	526	-	-	-	-
PRV Replacement	2028	1.00	\$400	\$547	-	-	-	-	-	-	-	547	-	-	-
PRV Replacement	2029	1.00	\$400	\$569	-	-	-	-	-	-	-	-	569	-	-
PRV Replacement	2030	1.00	\$400	\$592	-	-	-	-	-	-	-	-	-	592	-
PRV Replacement	2031	1.00	\$400	\$616	-	-	-	-	-	-	-	-	-	-	616
SCADA System	2022	1.00	\$2,000	\$2,163	-	2,163	-	-	-	-	-	-	-	-	-
SCADA System	2023	1.00	\$2,000	\$2,250	-	-	2,250	-	-	-	-	-	-	-	-
SCADA System	2024	1.00	\$2,000	\$2,340	-	-	-	2,340	-	-	-	-	-	-	-
SCADA System	2025	1.00	\$2,000	\$2,433	-	-	-	-	2,433	-	-	-	-	-	-
SCADA System	2026	1.00	\$2,000	\$2,531	-	-	-	-	-	2,531	-	-	-	-	-
SCADA System	2027	1.00	\$2,000	\$2,632	-	-	-	-	-	-	2,632	-	-	-	-



CIP	YEAR	TRIGGER	BASE COST	CONSTRUCTION YEAR COST	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
SCADA System	2028	1.00	\$2,000	\$2,737	-	-	-	-	-	-	-	2,737	-	-	-
SCADA System	2029	1.00	\$2,000	\$2,847	-	-	-	-	-	-	-	-	2,847	-	-
SCADA System	2030	1.00	\$2,000	\$2,960	-	-	-	-	-	-	-	-	-	2,960	-
SCADA System	2031	1.00	\$2,000	\$3,079	-	-	-	-	-	-	-	-	-	-	3,079
Meter Battery Replacement	2022	1.00	\$4,200	\$4,543	-	4,543	-	-	-	-	-	-	-	-	-
Meter Battery Replacement	2023	1.00	\$4,200	\$4,724	-	-	4,724	-	-	-	-	-	-	-	-
Meter Battery Replacement	2024	1.00	\$4,200	\$4,913	-	-	-	4,913	-	-	-	-	-	-	-
Meter Battery Replacement	2025	1.00	\$4,200	\$5,110	-	-	-	-	5,110	-	-	-	-	-	-
Meter Battery Replacement	2026	1.00	\$4,200	\$5,314	-	-	-	-	-	5,314	-	-	-	-	-
Meter Battery Replacement	2027	1.00	\$4,200	\$5,527	-	-	-	-	-	-	5,527	-	-	-	-
Meter Battery Replacement	2028	1.00	\$4,200	\$5,748	-	-	-	-	-	-	-	5,748	-	-	-
Meter Battery Replacement	2029	1.00	\$4,200	\$5,978	-	-	-	-	-	-	-	-	5,978	-	-
Meter Battery Replacement	2030	1.00	\$4,200	\$6,217	-	-	-	-	-	-	-	-	-	6,217	-
Meter Battery Replacement	2031	1.00	\$4,200	\$6,466	-	-	-	-	-	-	-	-	-	-	6,466
Booster Station Generator Replacement	2027	1.00	\$140,000	\$184,230	-	-	-	-	-	-	184,230	-	-	-	-
Booster Station Generator Replacement	2038	1.00	\$140,000	\$283,614	-	-	-	-	-	-	-	-	-	-	-
PRV Placement in Lower Zone	2024	1.00	\$220,000	\$257,369	-	-	-	257,369	-	-	-	-	-	-	-
Well House #1 Replacement	2031	1.00	\$400,000	\$615,782	-	-	-	-	-	-	-	-	-	-	615,782
Well House #3 Replacement	2021	1.00	\$400,000	\$416,000	416,000	-	-	-	-	-	-	-	-	-	-
Well #5 Modification for Cascading	2022	1.00	\$150,000	\$162,240	-	162,240	-	-	-	-	-	-	-	-	-
VFD Replacement in Booster Stations	2032	1.00	\$60,000	\$96,062	-	-	-	-	-	-	-	-	-	-	-
SCADA System Upgrade	2030	1.00	\$30,000	\$44,407	-	-	-	-	-	-	-	-	-	44,407	-
Well House #5 Replacement	2030	1.00	\$150,000	\$222,037	-	-	-	-	-	-	-	-	-	222,037	-
Well & Well House #4 Replacement	2022	1.00	\$1,500,000	\$1,622,400	-	1,622,400	-	-	-	-	-	-	-	-	-
Chlorination	2023	1.00	\$160,000	\$179,978	-	-	179,978	-	-	-	-	-	-	-	-
View Pointe Booster Station	2045	1.00	\$50,000	\$133,292	-	-	-	-	-	-	-	-	-	-	-
Beacon Hill Booster Station	2045	1.00	\$60,000	\$159,950	-	-	-	-	-	-	-	-	-	-	-
Vehicle Replacement															
Knight Avenue 12" Transmission Line	2020	1.00	\$408,275	\$408,275	-	-	-	-	-	-	-	-	-	-	-
Impact Fee Facilities Plan	2025	1.00	\$10,000	\$12,167	-	-	-	-	12,167	-	-	-	-	-	-
Impact Fee Analysis	2025	1.00	\$5,000	\$6,083	-	-	-	-	6,083	-	-	-	-	-	-
Total			\$4,794,275	\$5,985,782	\$416,000	\$1,850,185	\$326,885	\$328,262	\$177,145	\$108,311	\$263,976	\$178,735	\$86,253	\$459,764	\$709,073



APPENDIX C: DETAILED SEWER PRO FORMA

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Operating Revenues										
Charges for Services	2,163,045	2,242,451	2,322,838	2,404,084	2,483,782	2,483,782	2,483,782	2,483,782	2,483,782	2,483,782
Connection Fees	30	30	30	30	31	31	31	32	32	32
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Operating Revenue	\$2,163,075	\$2,242,481	\$2,322,868	\$2,404,115	\$2,483,813	\$2,483,813	\$2,483,813	\$2,483,814	\$2,483,814	\$2,483,814
Operating Expense										
Salaries and Benefits	(252,482)	(270,156)	(289,067)	(309,301)	(330,952)	(354,119)	(378,907)	(405,431)	(433,811)	(464,178)
Operations	(1,469,665)	(1,513,755)	(1,559,167)	(1,605,942)	(1,654,121)	(1,703,744)	(1,754,857)	(1,807,502)	(1,861,727)	(1,917,579)
Depreciation Expense	-	-	-	-	-	-	-	-	-	-
New O&M	(50,089)	(53,596)	(57,347)	(61,362)	(65,657)	(70,253)	(75,171)	(80,433)	(86,063)	(92,087)
Total Operating Expense	(\$1,772,236)	(\$1,837,506)	(\$1,905,581)	(\$1,976,605)	(\$2,050,730)	(\$2,128,116)	(\$2,208,935)	(\$2,293,366)	(\$2,381,601)	(\$2,473,844)
Non-Operating Revenues (Expenses)										
Investment Earnings	59,951	31,283	39,560	47,272	50,586	61,988	67,915	72,704	75,844	78,134
Impact Fee Revenues	292,992	297,094	300,766	303,980	298,188	-	-	-	-	-
Total Non-Operating Revenue	\$352,943	\$328,378	\$340,326	\$351,252	\$348,774	\$61,988	\$67,915	\$72,704	\$75,844	\$78,134
Total Revenue Available for DS	\$743,782	\$733,353	\$757,614	\$778,761	\$781,857	\$417,685	\$342,794	\$263,152	\$178,057	\$88,104
Debt Service										
None	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total DS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue Available for CIP	\$743,782	\$733,353	\$757,614	\$778,761	\$781,857	\$417,685	\$342,794	\$263,152	\$178,057	\$88,104
Total CIP	(\$2,654,964)	(\$181,547)	(\$243,477)	(\$557,847)	(\$21,717)	(\$22,586)	(\$23,489)	(\$53,853)	(\$25,406)	(\$26,422)
Net Income (Loss) Before Transfers	(\$1,911,182)	\$551,806	\$514,137	\$220,914	\$760,139	\$395,099	\$319,304	\$209,299	\$152,651	\$61,681
Change in Net Position	(\$1,911,182)	\$551,806	\$514,137	\$220,914	\$760,139	\$395,099	\$319,304	\$209,299	\$152,651	\$61,681
Beginning Cash Balance	\$3,996,733	\$2,085,551	\$2,637,357	\$3,151,494	\$3,372,408	\$4,132,548	\$4,527,647	\$4,846,951	\$5,056,251	\$5,208,901
Ending Fund Balance	\$2,085,551	\$2,637,357	\$3,151,494	\$3,372,408	\$4,132,548	\$4,527,647	\$4,846,951	\$5,056,251	\$5,208,901	\$5,270,583
Unrestricted	\$2,085,551	\$2,637,357	\$3,151,494	\$3,372,408	\$4,132,548	\$4,527,647	\$4,846,951	\$5,056,251	\$5,208,901	\$5,270,583
Days of Working Capital	430	524	604	623	736	777	801	805	798	778
Days of Working Capital Minimum	365	365	365	365	365	365	365	365	365	365



APPENDIX D: SEWER CAPITAL IMPROVEMENT PLAN

CIP	YEAR	TRIGGER	BASE COST	CONSTRUCTION YEAR COST	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
System Flusing & Vacuuming	2022	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2023	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2024	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2025	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2026	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2027	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2028	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2029	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2030	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2031	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
System Flusing & Vacuuming	2032	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
Root Control	2022	1.00	\$4,000	\$4,160	-	4,160	-	-	-	-	-	-	-	-	-
Root Control	2023	1.00	\$4,000	\$4,326	-	-	4,326	-	-	-	-	-	-	-	-
Root Control	2024	1.00	\$4,000	\$4,499	-	-	-	4,499	-	-	-	-	-	-	-
Root Control	2025	1.00	\$4,000	\$4,679	-	-	-	-	4,679	-	-	-	-	-	-
Root Control	2026	1.00	\$4,000	\$4,867	-	-	-	-	-	4,867	-	-	-	-	-
Root Control	2027	1.00	\$4,000	\$5,061	-	-	-	-	-	-	5,061	-	-	-	-
Root Control	2028	1.00	\$4,000	\$5,264	-	-	-	-	-	-	-	5,264	-	-	-
Root Control	2029	1.00	\$4,000	\$5,474	-	-	-	-	-	-	-	-	5,474	-	-
Root Control	2030	1.00	\$4,000	\$5,693	-	-	-	-	-	-	-	-	-	5,693	-
Root Control	2031	1.00	\$4,000	\$5,921	-	-	-	-	-	-	-	-	-	-	5,921
Root Control	2032	1.00	\$4,000	\$6,158	-	-	-	-	-	-	-	-	-	-	-
Groundwater Infiltration Pipe Repair	2022	1.00	\$3,050	\$3,172	-	3,172	-	-	-	-	-	-	-	-	-
Groundwater Infiltration Pipe Repair	2023	1.00	\$3,050	\$3,299	-	-	3,299	-	-	-	-	-	-	-	-
Groundwater Infiltration Pipe Repair	2024	1.00	\$3,050	\$3,431	-	-	-	3,431	-	-	-	-	-	-	-
Groundwater Infiltration Pipe Repair	2025	1.00	\$3,050	\$3,568	-	-	-	-	3,568	-	-	-	-	-	-
Groundwater Infiltration Pipe Repair	2026	1.00	\$3,050	\$3,711	-	-	-	-	-	3,711	-	-	-	-	-
Groundwater Infiltration Pipe Repair	2027	1.00	\$3,050	\$3,859	-	-	-	-	-	-	3,859	-	-	-	-
Groundwater Infiltration Pipe Repair	2028	1.00	\$3,050	\$4,014	-	-	-	-	-	-	-	4,014	-	-	-
Groundwater Infiltration Pipe Repair	2029	1.00	\$3,050	\$4,174	-	-	-	-	-	-	-	-	4,174	-	-
Groundwater Infiltration Pipe Repair	2030	1.00	\$3,050	\$4,341	-	-	-	-	-	-	-	-	-	4,341	-
Groundwater Infiltration Pipe Repair	2031	1.00	\$3,050	\$4,515	-	-	-	-	-	-	-	-	-	-	4,515
Groundwater Infiltration Pipe Repair	2032	1.00	\$3,050	\$4,695	-	-	-	-	-	-	-	-	-	-	-
Manhole Repair	2022	1.00	\$3,000	\$3,120	-	3,120	-	-	-	-	-	-	-	-	-
Manhole Repair	2023	1.00	\$3,000	\$3,245	-	-	3,245	-	-	-	-	-	-	-	-
Manhole Repair	2024	1.00	\$3,000	\$3,375	-	-	-	3,375	-	-	-	-	-	-	-
Manhole Repair	2025	1.00	\$3,000	\$3,510	-	-	-	-	3,510	-	-	-	-	-	-
Manhole Repair	2026	1.00	\$3,000	\$3,650	-	-	-	-	-	3,650	-	-	-	-	-
Manhole Repair	2027	1.00	\$3,000	\$3,796	-	-	-	-	-	-	3,796	-	-	-	-
Manhole Repair	2028	1.00	\$3,000	\$3,948	-	-	-	-	-	-	-	3,948	-	-	-
Manhole Repair	2029	1.00	\$3,000	\$4,106	-	-	-	-	-	-	-	-	4,106	-	-
Manhole Repair	2030	1.00	\$3,000	\$4,270	-	-	-	-	-	-	-	-	-	4,270	-
Manhole Repair	2031	1.00	\$3,000	\$4,441	-	-	-	-	-	-	-	-	-	-	4,441
Manhole Repair	2032	1.00	\$3,000	\$4,618	-	-	-	-	-	-	-	-	-	-	-
Dry Creek Lift Station Pump Maintenance	2022	1.00	\$2,500	\$2,600	-	2,600	-	-	-	-	-	-	-	-	-
Dry Creek Lift Station Pump Maintenance	2023	1.00	\$2,500	\$2,704	-	-	2,704	-	-	-	-	-	-	-	-
Dry Creek Lift Station Pump Maintenance	2024	1.00	\$2,500	\$2,812	-	-	-	2,812	-	-	-	-	-	-	-
Dry Creek Lift Station Pump Maintenance	2025	1.00	\$2,500	\$2,925	-	-	-	-	2,925	-	-	-	-	-	-
Dry Creek Lift Station Pump Maintenance	2026	1.00	\$2,500	\$3,042	-	-	-	-	-	3,042	-	-	-	-	-
Dry Creek Lift Station Pump Maintenance	2027	1.00	\$2,500	\$3,163	-	-	-	-	-	-	3,163	-	-	-	-
Dry Creek Lift Station Pump Maintenance	2028	1.00	\$2,500	\$3,290	-	-	-	-	-	-	-	3,290	-	-	-
Dry Creek Lift Station Pump Maintenance	2029	1.00	\$2,500	\$3,421	-	-	-	-	-	-	-	-	3,421	-	-
Dry Creek Lift Station Pump Maintenance	2030	1.00	\$2,500	\$3,558	-	-	-	-	-	-	-	-	-	3,558	-
Dry Creek Lift Station Pump Maintenance	2031	1.00	\$2,500	\$3,701	-	-	-	-	-	-	-	-	-	-	3,701
Dry Creek Lift Station Pump Maintenance	2032	1.00	\$2,500	\$3,849	-	-	-	-	-	-	-	-	-	-	-
Highland Hollow Lift Station Pump Maintenance	2022	1.00	\$1,500	\$1,560	-	1,560	-	-	-	-	-	-	-	-	-
Highland Hollow Lift Station Pump Maintenance	2023	1.00	\$1,500	\$1,622	-	-	1,622	-	-	-	-	-	-	-	-
Highland Hollow Lift Station Pump Maintenance	2024	1.00	\$1,500	\$1,687	-	-	-	1,687	-	-	-	-	-	-	-
Highland Hollow Lift Station Pump Maintenance	2025	1.00	\$1,500	\$1,755	-	-	-	-	1,755	-	-	-	-	-	-
Highland Hollow Lift Station Pump Maintenance	2026	1.00	\$1,500	\$1,825	-	-	-	-	-	1,825	-	-	-	-	-
Highland Hollow Lift Station Pump Maintenance	2027	1.00	\$1,500	\$1,898	-	-	-	-	-	-	1,898	-	-	-	-



CIP	YEAR	TRIGGER	BASE COST	CONSTRUCTION YEAR COST	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Highland Hollow Lift Station Pump Maintenance	2028	1.00	\$1,500	\$1,974	-	-	-	-	-	-	-	1,974	-	-	-
Highland Hollow Lift Station Pump Maintenance	2029	1.00	\$1,500	\$2,053	-	-	-	-	-	-	-	-	2,053	-	-
Highland Hollow Lift Station Pump Maintenance	2030	1.00	\$1,500	\$2,135	-	-	-	-	-	-	-	-	-	2,135	-
Highland Hollow Lift Station Pump Maintenance	2031	1.00	\$1,500	\$2,220	-	-	-	-	-	-	-	-	-	-	2,220
Highland Hollow Lift Station Pump Maintenance	2032	1.00	\$1,500	\$2,309	-	-	-	-	-	-	-	-	-	-	-
AF River Lift Station Pump Maintenance	2022	1.00	\$1,500	\$1,560	-	1,560	-	-	-	-	-	-	-	-	-
AF River Lift Station Pump Maintenance	2023	1.00	\$1,500	\$1,622	-	-	1,622	-	-	-	-	-	-	-	-
AF River Lift Station Pump Maintenance	2024	1.00	\$1,500	\$1,687	-	-	-	1,687	-	-	-	-	-	-	-
AF River Lift Station Pump Maintenance	2025	1.00	\$1,500	\$1,755	-	-	-	-	1,755	-	-	-	-	-	-
AF River Lift Station Pump Maintenance	2026	1.00	\$1,500	\$1,825	-	-	-	-	-	1,825	-	-	-	-	-
AF River Lift Station Pump Maintenance	2027	1.00	\$1,500	\$1,898	-	-	-	-	-	-	1,898	-	-	-	-
AF River Lift Station Pump Maintenance	2028	1.00	\$1,500	\$1,974	-	-	-	-	-	-	-	1,974	-	-	-
AF River Lift Station Pump Maintenance	2029	1.00	\$1,500	\$2,053	-	-	-	-	-	-	-	-	2,053	-	-
AF River Lift Station Pump Maintenance	2030	1.00	\$1,500	\$2,135	-	-	-	-	-	-	-	-	-	2,135	-
AF River Lift Station Pump Maintenance	2031	1.00	\$1,500	\$2,220	-	-	-	-	-	-	-	-	-	-	2,220
AF River Lift Station Pump Maintenance	2032	1.00	\$1,500	\$2,309	-	-	-	-	-	-	-	-	-	-	-
Greens on Highlands Lift Station Pump Maintenance	2022	1.00	\$1,500	\$1,560	-	1,560	-	-	-	-	-	-	-	-	-
Greens on Highlands Lift Station Pump Maintenance	2023	1.00	\$1,500	\$1,622	-	-	1,622	-	-	-	-	-	-	-	-
Greens on Highlands Lift Station Pump Maintenance	2024	1.00	\$1,500	\$1,687	-	-	-	1,687	-	-	-	-	-	-	-
Greens on Highlands Lift Station Pump Maintenance	2025	1.00	\$1,500	\$1,755	-	-	-	-	1,755	-	-	-	-	-	-
Greens on Highlands Lift Station Pump Maintenance	2026	1.00	\$1,500	\$1,825	-	-	-	-	-	1,825	-	-	-	-	-
Greens on Highlands Lift Station Pump Maintenance	2027	1.00	\$1,500	\$1,898	-	-	-	-	-	-	1,898	-	-	-	-
Greens on Highlands Lift Station Pump Maintenance	2028	1.00	\$1,500	\$1,974	-	-	-	-	-	-	-	1,974	-	-	-
Greens on Highlands Lift Station Pump Maintenance	2029	1.00	\$1,500	\$2,053	-	-	-	-	-	-	-	-	2,053	-	-
Greens on Highlands Lift Station Pump Maintenance	2030	1.00	\$1,500	\$2,135	-	-	-	-	-	-	-	-	-	2,135	-
Greens on Highlands Lift Station Pump Maintenance	2031	1.00	\$1,500	\$2,220	-	-	-	-	-	-	-	-	-	-	2,220
Greens on Highlands Lift Station Pump Maintenance	2032	1.00	\$1,500	\$2,309	-	-	-	-	-	-	-	-	-	-	-
Generator Maintenance	2022	1.00	\$800	\$832	-	832	-	-	-	-	-	-	-	-	-
Generator Maintenance	2023	1.00	\$800	\$865	-	-	865	-	-	-	-	-	-	-	-
Generator Maintenance	2024	1.00	\$800	\$900	-	-	-	900	-	-	-	-	-	-	-
Generator Maintenance	2025	1.00	\$800	\$936	-	-	-	-	936	-	-	-	-	-	-
Generator Maintenance	2026	1.00	\$800	\$973	-	-	-	-	-	973	-	-	-	-	-
Generator Maintenance	2027	1.00	\$800	\$1,012	-	-	-	-	-	-	1,012	-	-	-	-
Generator Maintenance	2028	1.00	\$800	\$1,053	-	-	-	-	-	-	-	1,053	-	-	-
Generator Maintenance	2029	1.00	\$800	\$1,095	-	-	-	-	-	-	-	-	1,095	-	-
Generator Maintenance	2030	1.00	\$800	\$1,139	-	-	-	-	-	-	-	-	-	1,139	-
Generator Maintenance	2031	1.00	\$800	\$1,184	-	-	-	-	-	-	-	-	-	-	1,184
Generator Maintenance	2032	1.00	\$800	\$1,232	-	-	-	-	-	-	-	-	-	-	-
Vehicles															
Camera Truck	2025	1.00	\$40,000	\$46,794	-	-	-	-	46,794	-	-	-	-	-	-
Lift Station VFD's/Soft Starts	2023	1.00	\$50,000	\$54,080	-	-	54,080	-	-	-	-	-	-	-	-
Dry Creek Lift Station Replacement	2047	1.00	\$60,000	\$166,348	-	-	-	-	-	-	-	-	-	-	-
Highland Hollow Lift Station Replacement	2049	1.00	\$30,000	\$89,961	-	-	-	-	-	-	-	-	-	-	-
AF River Lift Station Replacement	2022	1.00	\$987,000	\$1,026,480	-	1,026,480	-	-	-	-	-	-	-	-	-
Greens on Highlands Lift Station Replacement	2044	1.00	\$40,000	\$98,589	-	-	-	-	-	-	-	-	-	-	-
Victor's View Lift Station Replacement	2021	1.00	\$650,000	\$650,000	650,000	-	-	-	-	-	-	-	-	-	-
Dry Creek Lift Station Generator Replacement	2024	1.00	\$80,000	\$89,989	-	-	-	89,989	-	-	-	-	-	-	-
Highland Hollow Lift Station Generator Replacement	2029	1.00	\$21,500	\$29,424	-	-	-	-	-	-	-	-	29,424	-	-
Greens on Highlands Lift Station Gen Replacement	2024	1.00	\$18,600	\$20,922	-	-	-	20,922	-	-	-	-	-	-	-
Pheasant Hollow and Hidden Oaks Concrete Pipe Rehab	2021	1.00	\$100,000	\$100,000	100,000	-	-	-	-	-	-	-	-	-	-
Pheasant Hollow and Hidden Oaks Concrete Pipe Rehab	2022	1.00	\$100,000	\$104,000	-	104,000	-	-	-	-	-	-	-	-	-
Pheasant Hollow and Hidden Oaks Concrete Pipe Rehab	2023	1.00	\$100,000	\$108,160	-	-	108,160	-	-	-	-	-	-	-	-
Pheasant Hollow and Hidden Oaks Concrete Pipe Rehab	2024	1.00	\$100,000	\$112,486	-	-	-	112,486	-	-	-	-	-	-	-
12" Pipe Replacement in 10480 North (MP#1)	2025	1.00	\$419,000	\$490,171	-	-	-	-	490,171	-	-	-	-	-	-
12" Pipe Replacement in County Club Drive (MP#2)	2022	1.00	\$1,050,000	\$1,092,000	-	1,092,000	-	-	-	-	-	-	-	-	-
12" Pipe Replacement in Dry Creek Circle (MP#3)	2022	1.00	\$398,000	\$413,920	-	413,920	-	-	-	-	-	-	-	-	-
Total			\$4,440,450	\$4,943,686	\$750,000	\$2,654,964	\$181,547	\$243,477	\$557,847	\$21,717	\$22,586	\$23,489	\$53,853	\$25,406	\$26,422



APPENDIX E: DETAILED PRESSURIZED IRRIGATION PRO FORMA

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Operating Revenues										
Charges for Services	2,251,552	2,280,822	2,310,016	2,339,353	2,368,829	2,398,440	2,428,180	2,458,047	2,488,035	2,518,140
Intergovernmental	93,618	94,554	95,499	96,454	97,419	98,393	99,377	100,371	101,374	102,388
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Total Operating Revenue	\$2,345,169	\$2,375,376	\$2,405,516	\$2,435,808	\$2,466,248	\$2,496,833	\$2,527,557	\$2,558,418	\$2,589,410	\$2,620,529
Operating Expense										
Salaries and Benefits	(285,569)	(305,559)	(326,948)	(349,834)	(374,323)	(400,525)	(428,562)	(458,561)	(490,661)	(525,007)
Operations	(717,547)	(739,074)	(761,246)	(784,083)	(807,606)	(831,834)	(856,789)	(882,492)	(908,967)	(936,236)
Depreciation Expense	-	-	-	-	-	-	-	-	-	-
New O&M	(50,089)	(53,596)	(57,347)	(61,362)	(65,657)	(70,253)	(75,171)	(80,433)	(86,063)	(92,087)
Total Operating Expense	(\$1,053,205)	(\$1,098,228)	(\$1,145,541)	(\$1,195,279)	(\$1,247,585)	(\$1,302,612)	(\$1,360,521)	(\$1,421,486)	(\$1,485,691)	(\$1,553,330)
Non-Operating Revenues (Expenses)										
Investment Earnings	68,485	56,867	34,713	8,202	11,306	14,541	26,697	47,268	67,676	79,334
Interest Expense	-	-	-	-	-	-	-	-	-	-
Impact Fee Revenues	250,000	250,000	250,000	250,000	250,000	350,000	350,000	350,000	350,000	350,000
Total Non-Operating Revenue	\$318,485	\$306,867	\$284,713	\$258,202	\$261,306	\$364,541	\$376,697	\$397,268	\$417,676	\$429,334
Total Revenue Available for DS	\$1,610,448	\$1,584,014	\$1,544,688	\$1,498,731	\$1,479,969	\$1,558,761	\$1,543,732	\$1,534,199	\$1,521,395	\$1,496,532
Debt Service										
Existing Debt	(\$138,400)	(\$138,200)	(\$137,880)	(\$138,440)	(\$137,840)	(\$138,120)	(\$138,240)	(\$138,200)	(\$138,000)	(\$138,640)
Total DS	(\$138,400)	(\$138,200)	(\$137,880)	(\$138,440)	(\$137,840)	(\$138,120)	(\$138,240)	(\$138,200)	(\$138,000)	(\$138,640)
Total Revenue Available for CIP	\$1,472,048	\$1,445,814	\$1,406,808	\$1,360,291	\$1,342,129	\$1,420,641	\$1,405,492	\$1,395,999	\$1,383,395	\$1,357,892
Total CIP	(\$2,246,572)	(\$2,922,721)	(\$3,174,211)	(\$1,153,364)	(\$1,126,499)	(\$610,239)	(\$34,083)	(\$35,446)	(\$606,189)	(\$38,338)
Net Income (Loss) Before Transfers	(\$774,524)	(\$1,476,907)	(\$1,767,403)	\$206,927	\$215,630	\$810,402	\$1,371,410	\$1,360,553	\$777,206	\$1,319,554
Change in Net Position	(\$774,524)	(\$1,476,907)	(\$1,767,403)	\$206,927	\$215,630	\$810,402	\$1,371,410	\$1,360,553	\$777,206	\$1,319,554
Beginning Cash Balance	\$4,565,647	\$3,791,123	\$2,314,216	\$546,814	\$753,741	\$969,371	\$1,779,773	\$3,151,183	\$4,511,736	\$5,288,943
Ending Fund Balance	\$3,791,123	\$2,314,216	\$546,814	\$753,741	\$969,371	\$1,779,773	\$3,151,183	\$4,511,736	\$5,288,943	\$6,608,496
Unrestricted	\$3,791,123	\$2,314,216	\$546,814	\$753,741	\$969,371	\$1,779,773	\$3,151,183	\$4,511,736	\$5,288,943	\$6,608,496
Days of Working Capital	1,296	759	172	227	280	492	834	1,143	1,282	1,532
Days of Working Capital Minimum	365	365	365	365	365	365	365	365	365	365



APPENDIX F: PRESSURIZED IRRIGATION CAPITAL IMPROVEMENT PLAN

CIP	YEAR	TRIGGER	BASE COST	CONSTRUCTION YEAR COST	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Concrete Irrigation Pond Crack Sealing Replacement	2022	1.00	\$3,000	\$3,120	-	3,120	-	-	-	-	-	-	-	-	-
Concrete Irrigation Pond Crack Sealing Replacement	2023	1.00	\$3,000	\$3,245	-	-	3,245	-	-	-	-	-	-	-	-
Concrete Irrigation Pond Crack Sealing Replacement	2024	1.00	\$3,000	\$3,375	-	-	-	3,375	-	-	-	-	-	-	-
Concrete Irrigation Pond Crack Sealing Replacement	2025	1.00	\$3,000	\$3,510	-	-	-	-	3,510	-	-	-	-	-	-
Concrete Irrigation Pond Crack Sealing Replacement	2026	1.00	\$3,000	\$3,650	-	-	-	-	-	3,650	-	-	-	-	-
Concrete Irrigation Pond Crack Sealing Replacement	2027	1.00	\$3,000	\$3,796	-	-	-	-	-	-	3,796	-	-	-	-
Concrete Irrigation Pond Crack Sealing Replacement	2028	1.00	\$3,000	\$3,948	-	-	-	-	-	-	-	3,948	-	-	-
Concrete Irrigation Pond Crack Sealing Replacement	2029	1.00	\$3,000	\$4,106	-	-	-	-	-	-	-	-	4,106	-	-
Concrete Irrigation Pond Crack Sealing Replacement	2030	1.00	\$3,000	\$4,270	-	-	-	-	-	-	-	-	-	4,270	-
Concrete Irrigation Pond Crack Sealing Replacement	2031	1.00	\$3,000	\$4,441	-	-	-	-	-	-	-	-	-	-	4,441
Concrete Irrigation Pond Crack Sealing Replacement	2032	1.00	\$3,000	\$4,618	-	-	-	-	-	-	-	-	-	-	-
Northwest Irrigation Pond Maintenance	2022	1.00	\$1,500	\$1,560	-	1,560	-	-	-	-	-	-	-	-	-
Northwest Irrigation Pond Maintenance	2023	1.00	\$1,500	\$1,622	-	-	1,622	-	-	-	-	-	-	-	-
Northwest Irrigation Pond Maintenance	2024	1.00	\$1,500	\$1,687	-	-	-	1,687	-	-	-	-	-	-	-
Northwest Irrigation Pond Maintenance	2025	1.00	\$1,500	\$1,755	-	-	-	-	1,755	-	-	-	-	-	-
Northwest Irrigation Pond Maintenance	2026	1.00	\$1,500	\$1,825	-	-	-	-	-	1,825	-	-	-	-	-
Northwest Irrigation Pond Maintenance	2027	1.00	\$1,500	\$1,898	-	-	-	-	-	-	1,898	-	-	-	-
Northwest Irrigation Pond Maintenance	2028	1.00	\$1,500	\$1,974	-	-	-	-	-	-	-	1,974	-	-	-
Northwest Irrigation Pond Maintenance	2029	1.00	\$1,500	\$2,053	-	-	-	-	-	-	-	-	2,053	-	-
Northwest Irrigation Pond Maintenance	2030	1.00	\$1,500	\$2,135	-	-	-	-	-	-	-	-	-	2,135	-
Northwest Irrigation Pond Maintenance	2031	1.00	\$1,500	\$2,220	-	-	-	-	-	-	-	-	-	-	2,220
Northwest Irrigation Pond Maintenance	2032	1.00	\$1,500	\$2,309	-	-	-	-	-	-	-	-	-	-	-
Upper Zone Station Pump Maintenance	2022	1.00	\$2,000	\$2,080	-	2,080	-	-	-	-	-	-	-	-	-
Upper Zone Station Pump Maintenance	2023	1.00	\$2,000	\$2,163	-	-	2,163	-	-	-	-	-	-	-	-
Upper Zone Station Pump Maintenance	2024	1.00	\$2,000	\$2,250	-	-	-	2,250	-	-	-	-	-	-	-
Upper Zone Station Pump Maintenance	2025	1.00	\$2,000	\$2,340	-	-	-	-	2,340	-	-	-	-	-	-
Upper Zone Station Pump Maintenance	2026	1.00	\$2,000	\$2,433	-	-	-	-	-	2,433	-	-	-	-	-
Upper Zone Station Pump Maintenance	2027	1.00	\$2,000	\$2,531	-	-	-	-	-	-	2,531	-	-	-	-
Upper Zone Station Pump Maintenance	2028	1.00	\$2,000	\$2,632	-	-	-	-	-	-	-	2,632	-	-	-
Upper Zone Station Pump Maintenance	2029	1.00	\$2,000	\$2,737	-	-	-	-	-	-	-	-	2,737	-	-
Upper Zone Station Pump Maintenance	2030	1.00	\$2,000	\$2,847	-	-	-	-	-	-	-	-	-	2,847	-
Upper Zone Station Pump Maintenance	2031	1.00	\$2,000	\$2,960	-	-	-	-	-	-	-	-	-	-	2,960
Upper Zone Station Pump Maintenance	2032	1.00	\$2,000	\$3,079	-	-	-	-	-	-	-	-	-	-	-
11800 Station Pump Maintenance	2022	1.00	\$2,000	\$2,080	-	2,080	-	-	-	-	-	-	-	-	-
11800 Station Pump Maintenance	2023	1.00	\$2,000	\$2,163	-	-	2,163	-	-	-	-	-	-	-	-
11800 Station Pump Maintenance	2024	1.00	\$2,000	\$2,250	-	-	-	2,250	-	-	-	-	-	-	-
11800 Station Pump Maintenance	2025	1.00	\$2,000	\$2,340	-	-	-	-	2,340	-	-	-	-	-	-
11800 Station Pump Maintenance	2026	1.00	\$2,000	\$2,433	-	-	-	-	-	2,433	-	-	-	-	-
11800 Station Pump Maintenance	2027	1.00	\$2,000	\$2,531	-	-	-	-	-	-	2,531	-	-	-	-
11800 Station Pump Maintenance	2028	1.00	\$2,000	\$2,632	-	-	-	-	-	-	-	2,632	-	-	-
11800 Station Pump Maintenance	2029	1.00	\$2,000	\$2,737	-	-	-	-	-	-	-	-	2,737	-	-
11800 Station Pump Maintenance	2030	1.00	\$2,000	\$2,847	-	-	-	-	-	-	-	-	-	2,847	-
11800 Station Pump Maintenance	2031	1.00	\$2,000	\$2,960	-	-	-	-	-	-	-	-	-	-	2,960
11800 Station Pump Maintenance	2032	1.00	\$2,000	\$3,079	-	-	-	-	-	-	-	-	-	-	-
Hogs Hollow Pump Maintenance	2022	1.00	\$2,000	\$2,080	-	2,080	-	-	-	-	-	-	-	-	-
Hogs Hollow Pump Maintenance	2023	1.00	\$2,000	\$2,163	-	-	2,163	-	-	-	-	-	-	-	-
Hogs Hollow Pump Maintenance	2024	1.00	\$2,000	\$2,250	-	-	-	2,250	-	-	-	-	-	-	-
Hogs Hollow Pump Maintenance	2025	1.00	\$2,000	\$2,340	-	-	-	-	2,340	-	-	-	-	-	-
Hogs Hollow Pump Maintenance	2026	1.00	\$2,000	\$2,433	-	-	-	-	-	2,433	-	-	-	-	-
Hogs Hollow Pump Maintenance	2027	1.00	\$2,000	\$2,531	-	-	-	-	-	-	2,531	-	-	-	-
Hogs Hollow Pump Maintenance	2028	1.00	\$2,000	\$2,632	-	-	-	-	-	-	-	2,632	-	-	-
Hogs Hollow Pump Maintenance	2029	1.00	\$2,000	\$2,737	-	-	-	-	-	-	-	-	2,737	-	-
Hogs Hollow Pump Maintenance	2030	1.00	\$2,000	\$2,847	-	-	-	-	-	-	-	-	-	2,847	-
Hogs Hollow Pump Maintenance	2031	1.00	\$2,000	\$2,960	-	-	-	-	-	-	-	-	-	-	2,960
Hogs Hollow Pump Maintenance	2032	1.00	\$2,000	\$3,079	-	-	-	-	-	-	-	-	-	-	-
Lower Pond Pump Maintenance	2022	1.00	\$2,000	\$2,080	-	2,080	-	-	-	-	-	-	-	-	-
Lower Pond Pump Maintenance	2023	1.00	\$2,000	\$2,163	-	-	2,163	-	-	-	-	-	-	-	-
Lower Pond Pump Maintenance	2024	1.00	\$2,000	\$2,250	-	-	-	2,250	-	-	-	-	-	-	-
Lower Pond Pump Maintenance	2025	1.00	\$2,000	\$2,340	-	-	-	-	2,340	-	-	-	-	-	-
Lower Pond Pump Maintenance	2026	1.00	\$2,000	\$2,433	-	-	-	-	-	2,433	-	-	-	-	-
Lower Pond Pump Maintenance	2027	1.00	\$2,000	\$2,531	-	-	-	-	-	-	2,531	-	-	-	-



CIP	YEAR	TRIGGER	BASE COST	CONSTRUCTION YEAR COST	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Lower Pond Pump Maintenance	2028	1.00	\$2,000	\$2,632	-	-	-	-	-	-	-	2,632	-	-	-
Lower Pond Pump Maintenance	2029	1.00	\$2,000	\$2,737	-	-	-	-	-	-	-	-	2,737	-	-
Lower Pond Pump Maintenance	2030	1.00	\$2,000	\$2,847	-	-	-	-	-	-	-	-	-	2,847	-
Lower Pond Pump Maintenance	2031	1.00	\$2,000	\$2,960	-	-	-	-	-	-	-	-	-	-	2,960
Lower Pond Pump Maintenance	2032	1.00	\$2,000	\$3,079	-	-	-	-	-	-	-	-	-	-	-
General Well Maintenance	2022	1.00	\$2,000	\$2,080	-	2,080	-	-	-	-	-	-	-	-	-
General Well Maintenance	2023	1.00	\$2,000	\$2,163	-	-	2,163	-	-	-	-	-	-	-	-
General Well Maintenance	2024	1.00	\$2,000	\$2,250	-	-	-	2,250	-	-	-	-	-	-	-
General Well Maintenance	2025	1.00	\$2,000	\$2,340	-	-	-	-	2,340	-	-	-	-	-	-
General Well Maintenance	2026	1.00	\$2,000	\$2,433	-	-	-	-	-	2,433	-	-	-	-	-
General Well Maintenance	2027	1.00	\$2,000	\$2,531	-	-	-	-	-	-	2,531	-	-	-	-
General Well Maintenance	2028	1.00	\$2,000	\$2,632	-	-	-	-	-	-	-	2,632	-	-	-
General Well Maintenance	2029	1.00	\$2,000	\$2,737	-	-	-	-	-	-	-	-	2,737	-	-
General Well Maintenance	2030	1.00	\$2,000	\$2,847	-	-	-	-	-	-	-	-	-	2,847	-
General Well Maintenance	2031	1.00	\$2,000	\$2,960	-	-	-	-	-	-	-	-	-	-	2,960
General Well Maintenance	2032	1.00	\$2,000	\$3,079	-	-	-	-	-	-	-	-	-	-	-
Main Valve Replacements	2022	1.00	\$5,000	\$5,200	-	5,200	-	-	-	-	-	-	-	-	-
Main Valve Replacements	2023	1.00	\$5,000	\$5,408	-	-	5,408	-	-	-	-	-	-	-	-
Main Valve Replacements	2024	1.00	\$5,000	\$5,624	-	-	-	5,624	-	-	-	-	-	-	-
Main Valve Replacements	2025	1.00	\$5,000	\$5,849	-	-	-	-	5,849	-	-	-	-	-	-
Main Valve Replacements	2026	1.00	\$5,000	\$6,083	-	-	-	-	-	6,083	-	-	-	-	-
Main Valve Replacements	2027	1.00	\$5,000	\$6,327	-	-	-	-	-	-	6,327	-	-	-	-
Main Valve Replacements	2028	1.00	\$5,000	\$6,580	-	-	-	-	-	-	-	6,580	-	-	-
Main Valve Replacements	2029	1.00	\$5,000	\$6,843	-	-	-	-	-	-	-	-	6,843	-	-
Main Valve Replacements	2030	1.00	\$5,000	\$7,117	-	-	-	-	-	-	-	-	-	7,117	-
Main Valve Replacements	2031	1.00	\$5,000	\$7,401	-	-	-	-	-	-	-	-	-	-	7,401
Main Valve Replacements	2032	1.00	\$5,000	\$7,697	-	-	-	-	-	-	-	-	-	-	-
PRV Maintenance	2022	1.00	\$400	\$416	-	416	-	-	-	-	-	-	-	-	-
PRV Maintenance	2023	1.00	\$400	\$433	-	-	433	-	-	-	-	-	-	-	-
PRV Maintenance	2024	1.00	\$400	\$450	-	-	-	450	-	-	-	-	-	-	-
PRV Maintenance	2025	1.00	\$400	\$468	-	-	-	-	468	-	-	-	-	-	-
PRV Maintenance	2026	1.00	\$400	\$487	-	-	-	-	-	487	-	-	-	-	-
PRV Maintenance	2027	1.00	\$400	\$506	-	-	-	-	-	-	506	-	-	-	-
PRV Maintenance	2028	1.00	\$400	\$526	-	-	-	-	-	-	-	526	-	-	-
PRV Maintenance	2029	1.00	\$400	\$547	-	-	-	-	-	-	-	-	547	-	-
PRV Maintenance	2030	1.00	\$400	\$569	-	-	-	-	-	-	-	-	-	569	-
PRV Maintenance	2031	1.00	\$400	\$592	-	-	-	-	-	-	-	-	-	-	592
PRV Maintenance	2032	1.00	\$400	\$616	-	-	-	-	-	-	-	-	-	-	-
SCADA System	2022	1.00	\$1,000	\$1,040	-	1,040	-	-	-	-	-	-	-	-	-
SCADA System	2023	1.00	\$1,000	\$1,082	-	-	1,082	-	-	-	-	-	-	-	-
SCADA System	2024	1.00	\$1,000	\$1,125	-	-	-	1,125	-	-	-	-	-	-	-
SCADA System	2025	1.00	\$1,000	\$1,170	-	-	-	-	1,170	-	-	-	-	-	-
SCADA System	2026	1.00	\$1,000	\$1,217	-	-	-	-	-	1,217	-	-	-	-	-
SCADA System	2027	1.00	\$1,000	\$1,265	-	-	-	-	-	-	1,265	-	-	-	-
SCADA System	2028	1.00	\$1,000	\$1,316	-	-	-	-	-	-	-	1,316	-	-	-
SCADA System	2029	1.00	\$1,000	\$1,369	-	-	-	-	-	-	-	-	1,369	-	-
SCADA System	2030	1.00	\$1,000	\$1,423	-	-	-	-	-	-	-	-	-	1,423	-
SCADA System	2031	1.00	\$1,000	\$1,480	-	-	-	-	-	-	-	-	-	-	1,480
SCADA System	2032	1.00	\$1,000	\$1,539	-	-	-	-	-	-	-	-	-	-	-
Drain Valve Replacements	2022	1.00	\$5,000	\$5,200	-	5,200	-	-	-	-	-	-	-	-	-
Drain Valve Replacements	2023	1.00	\$5,000	\$5,408	-	-	5,408	-	-	-	-	-	-	-	-
Drain Valve Replacements	2024	1.00	\$5,000	\$5,624	-	-	-	5,624	-	-	-	-	-	-	-
Drain Valve Replacements	2025	1.00	\$5,000	\$5,849	-	-	-	-	5,849	-	-	-	-	-	-
Drain Valve Replacements	2026	1.00	\$5,000	\$6,083	-	-	-	-	-	6,083	-	-	-	-	-
Drain Valve Replacements	2027	1.00	\$5,000	\$6,327	-	-	-	-	-	-	6,327	-	-	-	-
Drain Valve Replacements	2028	1.00	\$5,000	\$6,580	-	-	-	-	-	-	-	6,580	-	-	-
Drain Valve Replacements	2029	1.00	\$5,000	\$6,843	-	-	-	-	-	-	-	-	6,843	-	-
Drain Valve Replacements	2030	1.00	\$5,000	\$7,117	-	-	-	-	-	-	-	-	-	7,117	-
Drain Valve Replacements	2031	1.00	\$5,000	\$7,401	-	-	-	-	-	-	-	-	-	-	7,401
Drain Valve Replacements	2032	1.00	\$5,000	\$7,697	-	-	-	-	-	-	-	-	-	-	-
Upper Zone Station Replacement	2035	1.00	\$300,000	\$519,503	-	-	-	-	-	-	-	-	-	-	-
11800 Station PS Replacement	2050	1.00	\$250,000	\$779,663	-	-	-	-	-	-	-	-	-	-	-
Hogs Hollow PS Replacement	2050	1.00	\$60,000	\$187,119	-	-	-	-	-	-	-	-	-	-	-
Lower Pond PS Replacement	2040	1.00	\$160,000	\$337,096	-	-	-	-	-	-	-	-	-	-	-



CIP	YEAR	TRIGGER	BASE COST	CONSTRUCTION YEAR COST	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Flow Meters in Upper Station	2022	1.00	\$4,000	\$4,160	-	4,160	-	-	-	-	-	-	-	-	-
VFD Replacement in 11800 & Upper Zone PS	2025	1.00	\$60,000	\$70,192	-	-	-	-	70,192	-	-	-	-	-	-
New SCADA System	2030	1.00	\$30,000	\$42,699	-	-	-	-	-	-	-	-	-	42,699	-
Granite Well	2027	1.00	\$70,000	\$88,572	-	-	-	-	-	-	88,572	-	-	-	-
Provo Well	2022	1.00	\$70,000	\$72,800	-	72,800	-	-	-	-	-	-	-	-	-
11800 Well (#6)	2021	1.00	\$54,000	\$54,000	54,000	-	-	-	-	-	-	-	-	-	-
11800 Well (#6)	2030	1.00	\$70,000	\$99,632	-	-	-	-	-	-	-	-	-	99,632	-
11800 Pressure Zone Modifications	2030	1.00	\$300,000	\$426,994	-	-	-	-	-	-	-	-	-	426,994	-
Concrete Pond Spillway Improvements	2021	1.00	\$130,000	\$130,000	130,000	-	-	-	-	-	-	-	-	-	-
Lower PS Improvements	2021	1.00	\$67,000	\$67,000	67,000	-	-	-	-	-	-	-	-	-	-
MP #2 Source (11800 Well Pump Replacement)	2021	1.00	\$54,000	\$56,160	56,160	-	-	-	-	-	-	-	-	-	-
MP #3 Pumping (11800 Booster Station)	2021	1.00	\$120,960	\$125,798	125,798	-	-	-	-	-	-	-	-	-	-
MP #8 Distribution (5250 W Pipeline)	2027	1.00	\$58,320	\$76,745	-	-	-	-	-	-	76,745	-	-	-	-
Rev MP #12 Storage (Upper Pond Expansion)	2023	1.00	\$1,708,000	\$1,921,268	-	-	1,921,268	-	-	-	-	-	-	-	-
MP #13 Pumping (Upper Booster Station)	2027	1.00	\$145,800	\$191,863	-	-	-	-	-	-	191,863	-	-	-	-
MP #14 Source	2022	1.00	\$1,115,640	\$1,206,676	-	1,206,676	-	-	-	-	-	-	-	-	-
MP #15 Source	2024	1.00	\$1,823,040	\$2,132,699	-	-	-	2,132,699	-	-	-	-	-	-	-
MP #16 Distribution	2027	1.00	\$167,400	\$220,287	-	-	-	-	-	-	220,287	-	-	-	-
New Meters	2022	1.00	\$900,000	\$936,000	-	936,000	-	-	-	-	-	-	-	-	-
New Meters	2023	1.00	\$900,000	\$973,440	-	-	973,440	-	-	-	-	-	-	-	-
New Meters	2024	1.00	\$900,000	\$1,012,378	-	-	-	1,012,378	-	-	-	-	-	-	-
New Meters	2025	1.00	\$900,000	\$1,052,873	-	-	-	-	1,052,873	-	-	-	-	-	-
New Meters	2026	1.00	\$900,000	\$1,094,988	-	-	-	-	-	1,094,988	-	-	-	-	-
New Meters	2027	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
New Meters	2028	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
New Meters	2029	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
New Meters	2030	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
New Meters	2031	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
Total			\$11,603,060	\$14,243,872	\$432,958	\$2,246,572	\$2,922,721	\$3,174,211	\$1,153,364	\$1,126,499	\$610,239	\$34,083	\$35,446	\$606,189	\$38,338



APPENDIX G: DETAILED STORM DRAIN PRO FORMA

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Operating Revenues										
Charges for Services	562,511	562,511	562,511	562,511	562,511	562,511	562,511	562,511	562,511	562,511
Miscellaneous	10,973	11,083	11,194	11,306	11,419	11,533	11,648	11,765	11,882	12,001
Total Operating Revenue	\$573,484	\$573,594	\$573,705	\$573,817	\$573,930	\$574,044	\$574,159	\$574,276	\$574,393	\$574,512
Operating Expense										
Salaries and Benefits	(185,553)	(198,541)	(212,439)	(227,310)	(243,222)	(260,247)	(278,465)	(297,957)	(318,814)	(341,131)
Operations	(171,854)	(177,010)	(182,320)	(187,790)	(193,423)	(199,226)	(205,203)	(211,359)	(217,700)	(224,231)
Depreciation Expense	-	-	-	-	-	-	-	-	-	-
New O&M	(50,089)	(53,596)	(57,347)	(61,362)	(65,657)	(70,253)	(75,171)	(80,433)	(86,063)	(92,087)
Total Operating Expense	(\$407,496)	(\$429,147)	(\$452,107)	(\$476,461)	(\$502,302)	(\$529,726)	(\$558,838)	(\$589,749)	(\$622,577)	(\$657,449)
Non-Operating Revenues (Expenses)										
Investment Earnings	20,836	17,321	17,719	15,844	14,559	11,563	10,028	5,770	3,058	-
Gain/Loss of Capital Assets	-	-	-	-	-	-	-	-	-	-
Total Non-Operating Revenue	\$20,836	\$17,321	\$17,719	\$15,844	\$14,559	\$11,563	\$10,028	\$5,770	\$3,058	\$0
Total Revenue Available for DS	\$186,824	\$161,768	\$139,317	\$113,199	\$86,186	\$55,880	\$25,350	(\$9,703)	(\$45,125)	(\$82,937)
Debt Service										
None	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total DS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue Available for CIP	\$186,824	\$161,768	\$139,317	\$113,199	\$86,186	\$55,880	\$25,350	(\$9,703)	(\$45,125)	(\$82,937)
Total CIP	(\$421,200)	(\$135,200)	(\$264,343)	(\$198,876)	(\$285,913)	(\$158,165)	(\$309,244)	(\$171,071)	(\$334,478)	(\$185,031)
Net Income (Loss) Before Transfers	(\$234,376)	\$26,568	(\$125,026)	(\$85,677)	(\$199,727)	(\$102,285)	(\$283,894)	(\$180,774)	(\$379,603)	(\$267,967)
Change in Net Position	(\$234,376)	\$26,568	(\$125,026)	(\$85,677)	(\$199,727)	(\$102,285)	(\$283,894)	(\$180,774)	(\$379,603)	(\$267,967)
Beginning Cash Balance	\$1,389,083	\$1,154,707	\$1,181,275	\$1,056,249	\$970,572	\$770,845	\$668,560	\$384,666	\$203,892	(\$175,711)
Ending Fund Balance	\$1,154,707	\$1,181,275	\$1,056,249	\$970,572	\$770,845	\$668,560	\$384,666	\$203,892	(\$175,711)	(\$443,679)
Unrestricted	\$1,154,707	\$1,181,275	\$1,056,249	\$970,572	\$770,845	\$668,560	\$384,666	\$203,892	(\$175,711)	(\$443,679)
Days of Working Capital	1,020	991	841	733	552	454	248	124	(102)	(243)
Days of Working Capital Minimum	365	365	365	365	365	365	365	365	365	365



APPENDIX H: STORM DRAIN CAPITAL IMPROVEMENT PLAN

CIP	YEAR	TRIGGER	BASE COST	CONSTRUCTION YEAR COST	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Sump Vacuuming & Cleaning Catch Basins	2022	1.00	\$42,000	\$43,680	-	43,680	-	-	-	-	-	-	-	-	-
Sump Vacuuming & Cleaning Catch Basins	2023	1.00	\$42,000	\$45,427	-	-	45,427	-	-	-	-	-	-	-	-
Sump Vacuuming & Cleaning Catch Basins	2024	1.00	\$42,000	\$47,244	-	-	-	47,244	-	-	-	-	-	-	-
Sump Vacuuming & Cleaning Catch Basins	2025	1.00	\$42,000	\$49,134	-	-	-	-	49,134	-	-	-	-	-	-
Sump Vacuuming & Cleaning Catch Basins	2026	1.00	\$42,000	\$51,099	-	-	-	-	-	51,099	-	-	-	-	-
Sump Vacuuming & Cleaning Catch Basins	2027	1.00	\$42,000	\$53,143	-	-	-	-	-	-	53,143	-	-	-	-
Sump Vacuuming & Cleaning Catch Basins	2028	1.00	\$42,000	\$55,269	-	-	-	-	-	-	-	55,269	-	-	-
Sump Vacuuming & Cleaning Catch Basins	2029	1.00	\$42,000	\$57,480	-	-	-	-	-	-	-	-	57,480	-	-
Sump Vacuuming & Cleaning Catch Basins	2030	1.00	\$42,000	\$59,779	-	-	-	-	-	-	-	-	-	59,779	-
Sump Vacuuming & Cleaning Catch Basins	2031	1.00	\$42,000	\$62,170	-	-	-	-	-	-	-	-	-	-	62,170
Sump Vacuuming & Cleaning Catch Basins	2032	1.00	\$42,000	\$64,657	-	-	-	-	-	-	-	-	-	-	-
Detention Pond Cleaning	2022	1.00	\$10,000	\$10,400	-	10,400	-	-	-	-	-	-	-	-	-
Detention Pond Cleaning	2023	1.00	\$10,000	\$10,816	-	-	10,816	-	-	-	-	-	-	-	-
Detention Pond Cleaning	2024	1.00	\$10,000	\$11,249	-	-	-	11,249	-	-	-	-	-	-	-
Detention Pond Cleaning	2025	1.00	\$10,000	\$11,699	-	-	-	-	11,699	-	-	-	-	-	-
Detention Pond Cleaning	2026	1.00	\$10,000	\$12,167	-	-	-	-	-	12,167	-	-	-	-	-
Detention Pond Cleaning	2027	1.00	\$10,000	\$12,653	-	-	-	-	-	-	12,653	-	-	-	-
Detention Pond Cleaning	2028	1.00	\$10,000	\$13,159	-	-	-	-	-	-	-	13,159	-	-	-
Detention Pond Cleaning	2029	1.00	\$10,000	\$13,686	-	-	-	-	-	-	-	-	13,686	-	-
Detention Pond Cleaning	2030	1.00	\$10,000	\$14,233	-	-	-	-	-	-	-	-	-	14,233	-
Detention Pond Cleaning	2031	1.00	\$10,000	\$14,802	-	-	-	-	-	-	-	-	-	-	14,802
Detention Pond Cleaning	2032	1.00	\$10,000	\$15,395	-	-	-	-	-	-	-	-	-	-	-
Drainage Channels	2022	1.00	\$3,000	\$3,120	-	3,120	-	-	-	-	-	-	-	-	-
Drainage Channels	2023	1.00	\$3,000	\$3,245	-	-	3,245	-	-	-	-	-	-	-	-
Drainage Channels	2024	1.00	\$3,000	\$3,375	-	-	-	3,375	-	-	-	-	-	-	-
Drainage Channels	2025	1.00	\$3,000	\$3,510	-	-	-	-	3,510	-	-	-	-	-	-
Drainage Channels	2026	1.00	\$3,000	\$3,650	-	-	-	-	-	3,650	-	-	-	-	-
Drainage Channels	2027	1.00	\$3,000	\$3,796	-	-	-	-	-	-	3,796	-	-	-	-
Drainage Channels	2028	1.00	\$3,000	\$3,948	-	-	-	-	-	-	-	3,948	-	-	-
Drainage Channels	2029	1.00	\$3,000	\$4,106	-	-	-	-	-	-	-	-	4,106	-	-
Drainage Channels	2030	1.00	\$3,000	\$4,270	-	-	-	-	-	-	-	-	-	4,270	-
Drainage Channels	2031	1.00	\$3,000	\$4,441	-	-	-	-	-	-	-	-	-	-	4,441
Drainage Channels	2032	1.00	\$3,000	\$4,618	-	-	-	-	-	-	-	-	-	-	-
Street Sweeping	2022	1.00	\$20,000	\$20,800	-	20,800	-	-	-	-	-	-	-	-	-
Street Sweeping	2023	1.00	\$20,000	\$21,632	-	-	21,632	-	-	-	-	-	-	-	-
Street Sweeping	2024	1.00	\$20,000	\$22,497	-	-	-	22,497	-	-	-	-	-	-	-
Street Sweeping	2025	1.00	\$20,000	\$23,397	-	-	-	-	23,397	-	-	-	-	-	-
Street Sweeping	2026	1.00	\$20,000	\$24,333	-	-	-	-	-	24,333	-	-	-	-	-
Street Sweeping	2027	1.00	\$20,000	\$25,306	-	-	-	-	-	-	25,306	-	-	-	-
Street Sweeping	2028	1.00	\$20,000	\$26,319	-	-	-	-	-	-	-	26,319	-	-	-
Street Sweeping	2029	1.00	\$20,000	\$27,371	-	-	-	-	-	-	-	-	27,371	-	-
Street Sweeping	2030	1.00	\$20,000	\$28,466	-	-	-	-	-	-	-	-	-	28,466	-
Street Sweeping	2031	1.00	\$20,000	\$29,605	-	-	-	-	-	-	-	-	-	-	29,605
Street Sweeping	2032	1.00	\$20,000	\$30,789	-	-	-	-	-	-	-	-	-	-	-
Replacement of Sumps & Roadway Drain Improvements	2022	1.00	\$50,000	\$52,000	-	52,000	-	-	-	-	-	-	-	-	-
Replacement of Sumps & Roadway Drain Improvements	2023	1.00	\$50,000	\$54,080	-	-	54,080	-	-	-	-	-	-	-	-
Replacement of Sumps & Roadway Drain Improvements	2024	1.00	\$50,000	\$56,243	-	-	-	56,243	-	-	-	-	-	-	-
Replacement of Sumps & Roadway Drain Improvements	2025	1.00	\$50,000	\$58,493	-	-	-	-	58,493	-	-	-	-	-	-
Replacement of Sumps & Roadway Drain Improvements	2026	1.00	\$50,000	\$60,833	-	-	-	-	-	60,833	-	-	-	-	-
Replacement of Sumps & Roadway Drain Improvements	2027	1.00	\$50,000	\$63,266	-	-	-	-	-	-	63,266	-	-	-	-
Replacement of Sumps & Roadway Drain Improvements	2028	1.00	\$50,000	\$65,797	-	-	-	-	-	-	-	65,797	-	-	-
Replacement of Sumps & Roadway Drain Improvements	2029	1.00	\$50,000	\$68,428	-	-	-	-	-	-	-	-	68,428	-	-
Replacement of Sumps & Roadway Drain Improvements	2030	1.00	\$50,000	\$71,166	-	-	-	-	-	-	-	-	-	71,166	-
Replacement of Sumps & Roadway Drain Improvements	2031	1.00	\$50,000	\$74,012	-	-	-	-	-	-	-	-	-	-	74,012
Replacement of Sumps & Roadway Drain Improvements	2032	1.00	\$50,000	\$76,973	-	-	-	-	-	-	-	-	-	-	-
Detention Basin Improvements	2022	1.00	\$60,000	\$62,400	-	62,400	-	-	-	-	-	-	-	-	-
Detention Basin Improvements	2024	1.00	\$60,000	\$67,492	-	-	-	67,492	-	-	-	-	-	-	-
Detention Basin Improvements	2026	1.00	\$60,000	\$72,999	-	-	-	-	-	72,999	-	-	-	-	-
Detention Basin Improvements	2028	1.00	\$60,000	\$78,956	-	-	-	-	-	-	-	78,956	-	-	-
Detention Basin Improvements	2030	1.00	\$60,000	\$85,399	-	-	-	-	-	-	-	-	-	85,399	-
Detention Basin Improvements	2032	1.00	\$60,000	\$92,367	-	-	-	-	-	-	-	-	-	-	-



CIP	YEAR	TRIGGER	BASE COST	CONSTRUCTION YEAR COST	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Channel Restoration	2022	1.00	\$220,000	\$228,800	-	228,800	-	-	-	-	-	-	-	-	-
Channel Restoration	2024	1.00	\$50,000	\$56,243	-	-	-	56,243	-	-	-	-	-	-	-
Channel Restoration	2026	1.00	\$50,000	\$60,833	-	-	-	-	-	60,833	-	-	-	-	-
Channel Restoration	2028	1.00	\$50,000	\$65,797	-	-	-	-	-	-	-	65,797	-	-	-
Channel Restoration	2030	1.00	\$50,000	\$71,166	-	-	-	-	-	-	-	-	-	71,166	-
Channel Restoration	2032	1.00	\$50,000	\$76,973	-	-	-	-	-	-	-	-	-	-	-
Camera Truck	2025	1.00	\$45,000	\$52,644	-	-	-	-	52,644	-	-	-	-	-	-
Project	2025	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
Project	2023	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
Project	2023	1.00	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-
Total			\$2,250,000	\$2,825,293	\$0	\$421,200	\$135,200	\$264,343	\$198,876	\$285,913	\$158,165	\$309,244	\$171,071	\$334,478	\$185,031