NEXT

HIGHLAND CITY

# HIGHLAND CITY COUNCIL AGENDA

**Tuesday, January 11, 2022**

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

**VIRTUAL PARTICIPATION**

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

Email comments prior to meeting: council@highlandcity.org

## 6:30 PM REGULAR SESSION

Call to Order – Mayor Kurt Ostler

## 1. CLOSED SESSION

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

## 7:00 PM MEETING OPEN TO THE PUBLIC

Invocation – Mayor Kurt Ostler
Pledge of Allegiance – Council Member Kim Rodela

## 2. UNSCHEDULED PUBLIC APPEARANCES

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

## 3. PRESENTATIONS

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

A member of the Highland City Youth Council will give a brief report on recent and upcoming activities.

**b. GRAMA and OPMA Training – Rob Patterson, City Attorney**

City Attorney Rob Patterson will provide training on GRAMA (Government Records Access Management Act) and OPMA (Open & Public Meetings Act).

## 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. Plat Amendment: Dry Creek Highlands Phase 5a (Pa-21-12)** *Administrative*

The City Council will consider a request by Todd Ambery on behalf of Brandon and Amber Gueck, Sean and Lareen Luangrath, and Doss and Janean Stallings. The request

is to adjust the lot lines of lots 414, 505, and 506 in the Dry Creek Highlands subdivision phases 4 and 5. The City Council will take appropriate action.

**b.** **ACTION: Public Defender Services** *Administrative*
The City Council will consider a contract with Stevens and Gailey, PC to provide public defender services for the Highland/Alpine Justice Court. The Council will take appropriate action.

**5.** **RESOLUTION: ASPHALT TAILINGS IN HIGHLAND GLEN PARK** *Administrative*
The City Council will consider a resolution adopting a policy and plan for the removal of asphalt tailings in Highland Glen Park. The Council will take appropriate action.

**6.** **RESOLUTION: DESIGNATING THE VALUE OF ORPHAN PARCELS FOR 2022** *Administrative*
The City Council will consider a resolution designating the value of orphan space parcels for 2022. The Council will take appropriate action.

**7.** **ACTION: BROADLEAF HOLLOW CHANNEL RECONSTRUCTION** *Administrative*
The City Council will consider the awarding of the bid for the Broadleaf Channel drainage reconstruction project to S&L, Inc. The Council will take appropriate action.

**8.** **ACTION: VACATION AND RELEASE OF EASEMENT FOR THE BROADLEAF HOLLOW CHANNEL** *Legislative*
The City Council will consider a request to approve a vacation and release of easement of the twenty feet wide storm drain easement as recorded on the Dry Creek Highlands Phase 3 Plat for lots 302 through 309. This vacation will be approved contingent upon the recording of a new easements by the owners of lots 302 through 309. The Council will take appropriate action.

**9.** **ACTION: AGREEMENT BETWEEN PATTERSON CONSTRUCTION, LEHI IRRIGATION AND HIGHLAND CITY** *Administrative*
The City Council will consider an agreement with Patterson Development and Lehi Irrigation Company to resolve current and future irrigation and tail water control of the existing Lehi Irrigation Ditch on 11200 North. The Council will take appropriate action.

**10.** **ACTION/RESOLUTIONS: COUNCIL BOARD ASSIGNMENTS & RESOLUTIONS** *Administrative*
The City Council will consider ratifying the appointments of Mayor and Council for 2022 as proposed and adopt resolutions as necessary.

**11.** **DISCUSSION: INTERLOCAL AGREEMENT - NORTH COUNTY EQUESTRIAN PARK** *Legislative*
City Council will consider the drafted interlocal agreement with American Fork, Lehi, and Highland cities outlining the cities' intent to take over management of the North County Equestrian Park. The Council will discuss the drafted interlocal agreement and provide

feedback to staff. If Utah County selects the cities to operate the Equestrian Park moving forward, the final agreement will be brought back to Council for their approval.

## 12. 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. Future Meetings

- January 12, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
- January 18, City Council Meeting, 7:00 pm, City Hall
- January 25, Planning Commission Meeting, 7:00 pm, City Hall

## ADJOURNMENT

**(These items are for information purposes only)**

| Description | Owner | Due Date | Status |
|---|---|---|---|
| Park Use Policy – 8/17/2021 | Erin Wells | 12/2021 | Council Communication Item 1/2022 |
| Hollow Subdivision: Can road money be used for islands - 8/17/2021 | Mayor | | Council Discussion 1/11/2022 |
| Asphalt Tailings – 9/21/2021 | Residents/PW | | Resolution to Council 1/11/2022 |
| Playground equipment for Highland Glen Park: look at different vendors – 9/21/2021 | Brittney Bills Kim Rodela | 12/2021 | Meeting with staff in December |
| Park and Open Space Fund Analysis - 9/21/2021 | Tyler Bahr | Council Presentation Jan/Feb | |
| Community Center Carpet and Paint - 9/21/2021 | Erin Wells | 2/2021 | In Progress |
| Policy on encroachment and maintenance agreements | City Council | | In Progress |
| Work with agreement with USAC for soccer fields – 10/19/2021 | Mayor & PTTC | 11/9/2021 | |

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, Stephannie 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 6th day of January, 2022.** **Stephannie Cottle, City Recorder**

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

AGENDA NEXT

HIGHLAND CITY

# CITY COUNCIL AGENDA REPORT
# ITEM #4a

**DATE:** January 11, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Kellie Smith
Planner & GIS Analyst

**SUBJECT:** **PLAT AMENDMENT:** Dry Creek Highlands Phase 5A (PA-21-12)

**TYPE:** **ADMINISTRATIVE:** The City Council is the Land Use Authority for Plat Amendments and is subject to Section 5-10-103 of the Highland City Development Code. Final plat amendments are an administrative process.

## PURPOSE:

The City Council will consider a request by Todd Ambery on behalf of Brandon and Amber Gueck, Sean and Lareen Luangrath, and Doss and Janean Stallings. The request is to adjust the lot lines of lots 414, 505, and 506 in the Dry Creek Highlands subdivision phases 4 and 5. The City Council will take appropriate action.

## BACKGROUND:

The City Council approved the final plat for Dry Creek Highlands Phase 4 on November 15th, 2005. Phase 5 was approved on June 3rd, 2014. These subdivisions are in the R-1-40 Zone.

Todd Ambery is representing the property owners of the three lots. When the property owner of Lot 506 completed his landscaping, there was a misunderstanding as to where the lot lines were. This lot line adjustment request lines up the proposed property lines with the completed landscaping. The other two property owners have agreed to this change.

## SUMMARY OF THE REQUEST:

1. The applicant is requesting to adjust the property lines of lots 414, 505, and 506 in the Dry Creek Highlands subdivisions.

## CITIZEN PARTICIPATION:

Notice of the plat amendment request was mailed to all property owners within 500 feet on December 30, 2021. No comments have been received.

## ANAYLSIS/FINDINGS:

- The proposed lot sizes stay above 30,000 square feet which keeps the original subdivisions in compliance with the R-1-40 area requirements.

- The applicant is proposing to keep the public utility easements as reflected on the recorded plats.

- The adjustment of property lines will not impact or require any changes to the approved infrastructure and public improvements that the developer is required to provide in connection with the approved subdivision.

## RECOMMENDATION AND PROPOSED MOTION:

Staff recommends the City Council accept the findings and **APPROVE** the final plat amendment subject to the following stipulations:

1. The recorded plat shall be in substantial conformance with the final plat received December 8, 2021.
2. Prior to recording, the recorded plat shall be revised as required by the City Engineer.

I move that the City Council accept the findings and **APPROVE** Dry Creek Highlands Phase 5A subject to the two (2) stipulations recommended by Staff.

## ALTERNATIVE MOTION:

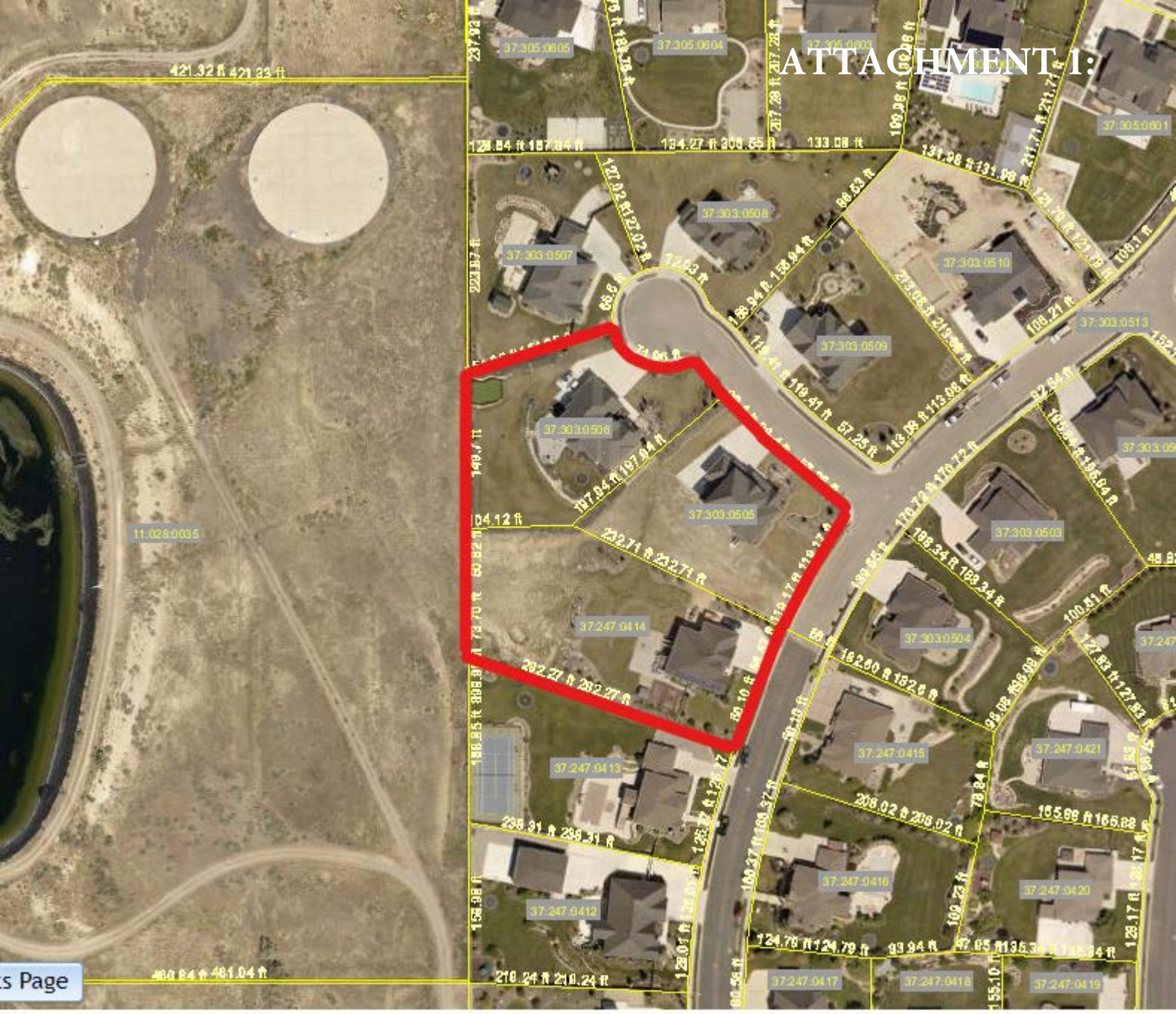
I move that the City Council **DENY** Dry Creek Highlands Phase 5A based on the following findings: (The Council will need to draft appropriate findings).

## FISCAL IMPACT:

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

## ATTACHMENTS:

1. Vicinity Map
2. Dry Creek Highlands Phase 5 Plat
3. Proposed Plat Amendment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37:247:0413
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37:247:0412
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11.028:0035
421.32 ft 421.33 ft
s Page

ATTACHMENT 2:

14410


OWNER/DEVELOPER

IVORY DEVELOPMENT L.L.C.
978 WOODOAK LANE MURRAY, UTAH 84117
PH: 801-747-7440

PREPARED BY

FOCUS ©
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com


## GENERAL NOTES

THERE ARE CONDITIONS OF APPROVAL ATTACHED TO THIS SUBDIVISION WHICH ARE INDICATED ON THIS PLAT. THESE CONDITIONS HAVE ALSO BEEN RECORDED WITH THIS SUBDIVISION. POTENTIAL BUYERS ARE REQUESTED TO READ THESE CONDITIONS CAREFULLY AND OBTAIN A COPY OF THESE CONDITIONS AND RESTRICTIONS PRIOR TO PURCHASING OR CONTRACTING TO PURCHASE ANY LOTS WITHIN THIS SUBDIVISION. THESE CONDITIONS ARE BINDING AND HAVE BEEN IMPOSED BY THE LEGISLATIVE BODY OF HIGHLAND CITY. A COPY OF THESE CONDITIONS MAY BE OBTAINED THROUGH THE UTAH COUNTY RECORDER'S OFFICE OR THE HIGHLAND CITY RECORDER'S OFFICE. IN ADDITION, HIGHLAND CITY HAS APPROVED BINDING ZONING LAWS THROUGH A LEGALLY BINDING DEVELOPMENT CODE. IT IS THE RESPONSIBILITY OF THE BUYER TO DO THEIR DUE DILIGENCE IN OBTAINING ALL ACCURATE INFORMATION AND /OR REGULATIONS THAT MAY DIRECTLY OR INDIRECTLY AFFECT THE USE OF PROPERTY PRIOR TO PURCHASING OR CONTRACTING TO PURCHASE PROPERTY ANYWHERE. CONDITIONS OF APPROVAL CONVEYED ON THIS PROPERTY BY THE LEGISLATIVE BODY OF HIGHLAND CITY, WHICH ARE IN ADDITION TO THE DEVELOPMENT CODE ARE AS FOLLOWS:

1. 70% OF THE FRONT YARD LANDSCAPING SHALL BE INSTALLED BY THE HOMEOWNER WITHIN ONE YEAR AFTER RECEIVING A CERTIFICATE OF OCCUPANCY.

2. LANDSCAPING AND CONSTRUCTION MATERIALS OF ANY TYPE ARE NOT PERMITTED UPON OR WITHIN THE STREET, CURB AND GUTTER, PARK STRIP OR SIDEWALK (STREET RIGHT-OF-WAY) WITH THE EXCEPTION OF THE PARKSTRIP WHICH REQUIRES 75% TO BE LANDSCAPED.

3. A FENCE THAT ABUTS OPEN SPACE OR HAS A TRAIL HAS ADDITIONAL RESTRICTIONS OF SIZE AND OPACITY. FENCES ALONG OPEN SPACE OR A TRAIL MUST COMPLY WITH HIGHLAND CITY ORDINANCE. ALL FENCES REQUIRE A FENCE PERMIT PRIOR TO INSTALLATION. IN ADDITION, RETAINING WALLS ARE REGULATED BY ORDINANCE AND REQUIRE A RETAINING WALL PERMIT PRIOR TO CONSTRUCTION.

4. HIGHLAND CITY ORDINANCES RESTRICT HEIGHT OF FOUNDATION ABOVE CURB. IT IS THE RESPONSIBILITY OF THE BUYER TO CONTACT THE CITY PRIOR TO PURCHASING ANY LOT. THIS RESTRICTION APPLIES TO ALL LOTS IN THIS SUBDIVISION.

5. PARCEL A TO BE OWNED AND MAINTAINED BY HIGHLAND CITY.

6. #5 REBAR & CAP (FOCUS ENG.) TO BE SET AT ALL LOT CORNERS. NAILS/PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE EXTENSION OF THE SIDE LOT LINES.

7. THE INCLUSION OF PROPOSED IMPROVEMENTS (SEE STREET X-SECTIONS) NOT RELATED TO THE SIMULTANEOUS CONVEYANCES (NEW LOTS) CREATED AS THE RECORDING OF THIS PLAT, ARE SHOWN HEREON STRICTLY AT THE REQUEST OF HIGHLAND CITY. THE RECORDING OF THIS PLAT DOES NOT GUARANTEE THEIR INSTALLATION, NOR DOES IT PURPORT TO REFLECT THEIR FINAL LOCATION(S) AND/OR DIMENSIONS. SEE PROJECT DESIGN DRAWINGS FOR FURTHER DETAILS REGARDING THESE NON-PLAT ITEMS.

## GRAPHIC SCALE

60 0 30 60 120 240

( IN FEET )
1 inch = 60 ft.

## QUESTAR GAS COMPANY

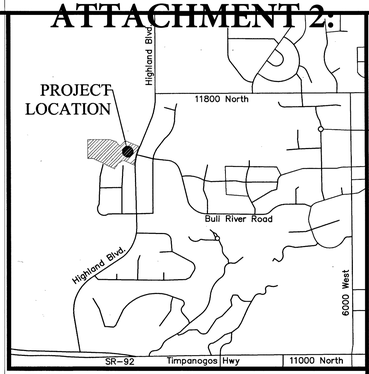
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE A GUARANTEE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLOT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION, PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

QUESTAR GAS COMPANY — 10-28-14 DATE

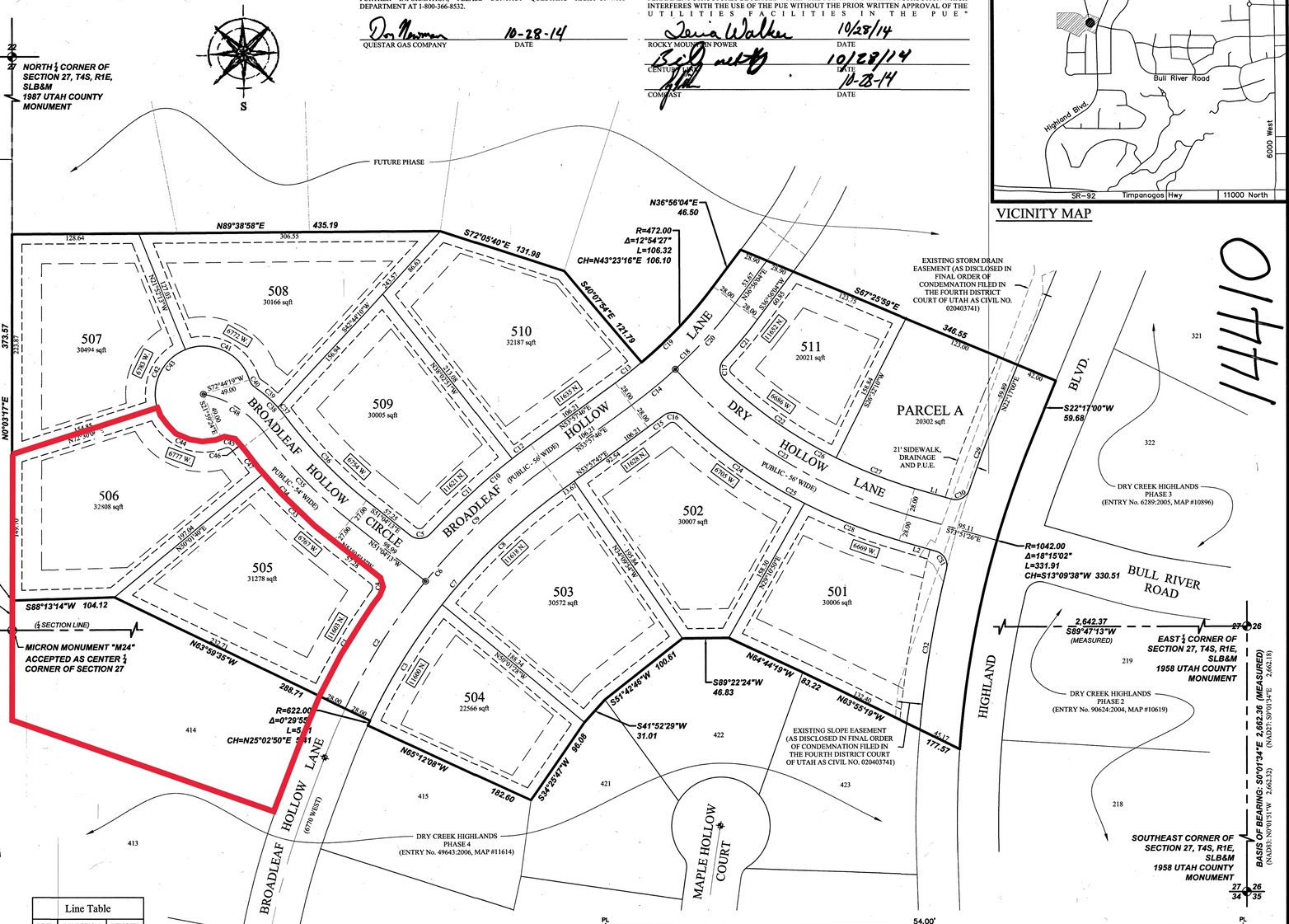
## UTILITIES APPROVAL

"UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES FACILITIES IN THE PUE"

| | |
|---|---|
| ROCKY MOUNTAIN POWER | 10/28/14 DATE |
| CENTURY LINK | 10/28/14 DATE |
| COMCAST | 10-28-14 DATE |

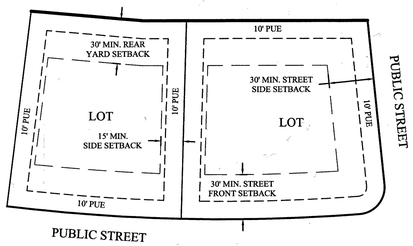



VICINITY MAP




## LEGEND

- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- STREET MONUMENT (FOUND)
- P.U.E. PUBLIC UTILITY EASEMENT



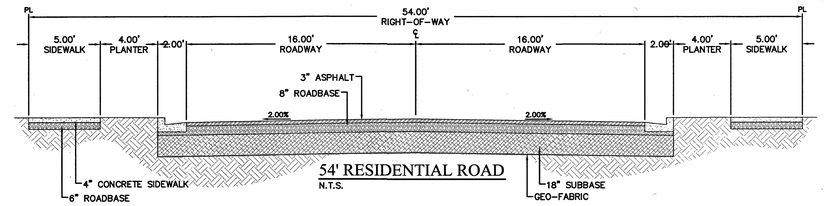

## TYPICAL BUILDING SETBACKS
N.T.S.

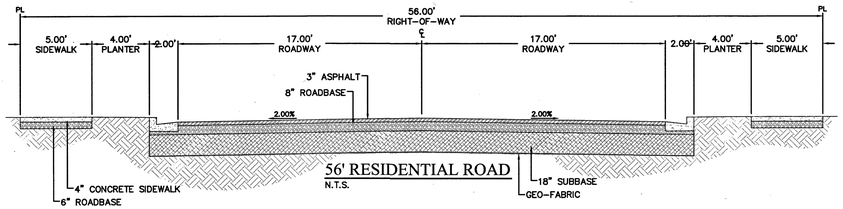
| Line Table | | |
|---|---|---|
| LINE | DIRECTION | LENGTH |
| L1 | S73°51'26"E | 38.85 |
| L2 | N73°51'26"W | 39.05 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH | CHORD DIRECTION | CHORD LENGTH |
| C1 | 678.00 | 10°05'03" | 119.33 | N30°23'51"E | 119.17 |
| C2 | 650.00 | 13°35'09" | 154.13 | S32°07'12"W | 153.77 |
| C3 | 622.00 | 13°23'22" | 145.35 | S31°29'37"W | 145.02 |
| C4 | 15.00 | 86°30'35" | 22.65 | N07°48'55"W | 20.56 |
| C5 | 15.00 | 86°32'28" | 22.66 | N85°39'33"E | 20.56 |
| C6 | 650.00 | 28°38'09" | 324.86 | N39°38'42"E | 321.49 |
| C7 | 622.00 | 29°09'54" | 316.61 | S39°22'49"W | 313.21 |
| C8 | 622.00 | 15°46'32" | 171.26 | S46°04'29"W | 170.72 |
| C9 | 650.00 | 15°03'00" | 170.74 | S46°26'16"W | 170.25 |
| C10 | 678.00 | 11°34'27" | 136.96 | S48°10'32"W | 136.73 |
| C11 | 678.00 | 9°34'02" | 113.21 | N47°10'20"E | 113.08 |
| C12 | 678.00 | 2°00'25" | 23.75 | N52°57'33"E | 23.75 |
| C13 | 472.00 | 4°07'16" | 33.95 | N51°54'08"E | 33.94 |
| C14 | 500.00 | 6°36'37" | 57.69 | N50°39'27"E | 57.65 |
| C15 | 528.00 | 2°09'32" | 19.89 | S52°52'59"W | 19.89 |
| C16 | 15.00 | 82°10'08" | 21.51 | N87°06'43"W | 19.72 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH | CHORD DIRECTION | CHORD LENGTH |
| C17 | 15.00 | 89°20'51" | 23.39 | S01°58'17"E | 21.09 |
| C18 | 500.00 | 17°01'43" | 148.60 | N45°26'55"E | 148.06 |
| C19 | 472.00 | 17°01'43" | 140.28 | N45°26'54"E | 139.77 |
| C20 | 500.00 | 10°25'06" | 90.92 | N42°08'36"E | 90.79 |
| C21 | 528.00 | 5°46'04" | 53.15 | S39°49'06"W | 53.13 |
| C22 | 472.00 | 16°49'05" | 138.55 | S55°03'15"E | 138.05 |
| C23 | 500.00 | 32°16'53" | 281.71 | S57°42'59"E | 278.00 |
| C24 | 528.00 | 16°34'18" | 152.71 | N54°18'48"W | 152.18 |
| C25 | 528.00 | 27°49'49" | 256.47 | S59°56'33"E | 253.95 |
| C26 | 472.00 | 27°12'43" | 224.17 | S60°15'04"E | 222.07 |
| C27 | 472.00 | 10°23'38" | 85.62 | S68°39'37"E | 85.51 |
| C28 | 528.00 | 11°15'29" | 103.75 | N68°13'41"W | 103.58 |
| C29 | 1084.00 | 4°02'24" | 76.43 | N20°15'48"E | 76.42 |
| C30 | 15.00 | 87°53'58" | 23.01 | N62°11'35"E | 20.82 |
| C31 | 15.00 | 87°37'06" | 22.94 | N30°02'53"W | 20.77 |
| C32 | 1084.00 | 8°49'47" | 167.05 | N09°20'47"E | 166.89 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH | CHORD DIRECTION | CHORD LENGTH |
| C33 | 527.00 | 10°49'22" | 99.55 | N45°39'32"W | 99.40 |
| C34 | 527.00 | 14°30'10" | 133.39 | S43°49'08"E | 133.04 |
| C35 | 500.00 | 14°30'10" | 126.56 | N43°49'08"W | 126.22 |
| C36 | 473.00 | 14°30'10" | 119.73 | S43°49'08"E | 119.41 |
| C37 | 127.00 | 5°07'51" | 11.37 | S39°07'59"E | 11.37 |
| C38 | 127.00 | 19°00'58" | 42.15 | N46°04'32"W | 41.96 |
| C39 | 127.00 | 13°53'07" | 30.78 | S48°38'28"E | 30.70 |
| C40 | 15.00 | 38°19'15" | 10.03 | S36°25'23"E | 9.85 |
| C41 | 49.00 | 94°36'31" | 80.91 | S64°34'01"E | 72.03 |
| C42 | 49.00 | 85°37'32" | 73.23 | N25°18'57"E | 66.60 |
| C43 | 49.00 | 274°43'34" | 234.95 | S25°22'27"W | 66.38 |
| C44 | 49.00 | 94°29'32" | 80.81 | N64°44'34"W | 71.96 |
| C45 | 15.00 | 69°59'35" | 18.32 | N76°59'33"W | 17.21 |
| C46 | 73.00 | 5°25'42" | 6.92 | N39°16'54"W | 6.91 |
| C47 | 527.00 | 3°40'48" | 33.85 | N38°24'27"W | 33.84 |
| C48 | 100.00 | 42°23'49" | 74.00 | N57°45'58"W | 72.32 |




## SURVEYOR'S CERTIFICATE

I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND THE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

## BOUNDARY DESCRIPTION

A portion of the NE1/4 and the SE1/4 of Section 27, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Highland, Utah, more particularly described as follows:

Beginning at the northwest corner of Lot 414, Phase 4, DRY CREEK HIGHLANDS Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, said lot corner being located N0°03'17"E 50.82 feet along the 1/4 Section line from the Center ¼ Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence N0°03'17"E 373.57 feet; thence N89°38'58"E 435.19 feet; thence S72°05'40"E 131.98 feet; thence S40°07'54"E 121.79 feet; thence Northeasterly along the arc of a 472.00 foot radius non-tangent curve (radius bears: N40°09'30"W) 106.32 feet through a central angle of 12°54'24" (chord: N43°23'16"E 106.10 feet); thence N36°56'04"E 46.50 feet; thence S67°25'59"E 346.55 feet to the centerline of Highland Boulevard and the westerly line of Phase 3, DRY CREEK HIGHLANDS Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said centerline and plat the following 2 (two) courses and distances: S22°17'00"W 59.68 feet; thence along the arc of a 1,042.00 foot radius curve to the left 331.91 feet through a central angle of 18°15'02" (chord: S13°09'38"W 330.51 feet) to the northeast corner of Phase 4, DRY CREEK HIGHLANDS Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along the north line of said subdivision the following 10 courses and distances: thence N63°55'19"W 177.57 feet; thence N64°44'19"W 93.22 feet; thence S89°22'24"W 46.83 feet; thence S51°42'46"W 100.61 feet; thence S41°52'29"W 31.01 feet; thence S34°25'47"W 96.08 feet; thence N65°12'08"W 182.60 feet; thence Northeasterly along the arc of a 622.00 foot radius non-tangent curve (radius bears: S65°12'08"E) 5.41 feet through a central angle of 0°29'55" (chord: N25°02'50"E 5.41 feet); thence N63°59'35"W 288.71 feet; thence S88°13'14"W 104.12 feet to the point of beginning.

Contains: 9.86+/- acres

Dennis P. Carlisle — SURVEYOR (SEE SEAL BELOW) — September 4, 2014 DATE

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 10th DAY OF September A.D. 20 14.

IVORY DEVELOPMENT, LLC, BY
CURT P. IVORY, PRESIDENT
CHRISTOPHER P. GAMVROULAS

ENT 22544:2017 FEE $ 14410
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Oct 23 2017 FEE $7.00 BY EO

## LIMITED LIABILITY ACKNOWLEDGMENT

ON THE 10th DAY OF Sept A.D. 20 14 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AN FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, Christopher P. Gamvroulas WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF Ivory Development L.L.C., A UTAH L.L.C. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 12-20-17 — Brooke Sidelowsky — NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY — Commission# 673003

## ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HIGHLAND CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 3 DAY OF June, A.D. 2014.

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

APPROVED BY ENGINEER (SEE SEAL BELOW)

## HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS 23rd DAY OF September, A.D. 2014.

HIGHLAND CITY ATTORNEY

## PLANNING COMMISSION APPROVAL

APPROVED THIS 4th DAY OF April, A.D. 2014. BY THE HIGHLAND CITY PLANNING COMMISSION.

DIRECTOR, COMMUNITY DEVELOPMENT — CHAIRMAN, PLANNING COMMISSION

PHASE 5

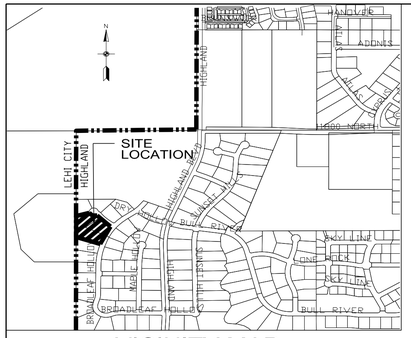
# DRY CREEK HIGHLANDS

A RESIDENTIAL SUBDIVISION
HIGHLAND, UTAH COUNTY, UTAH

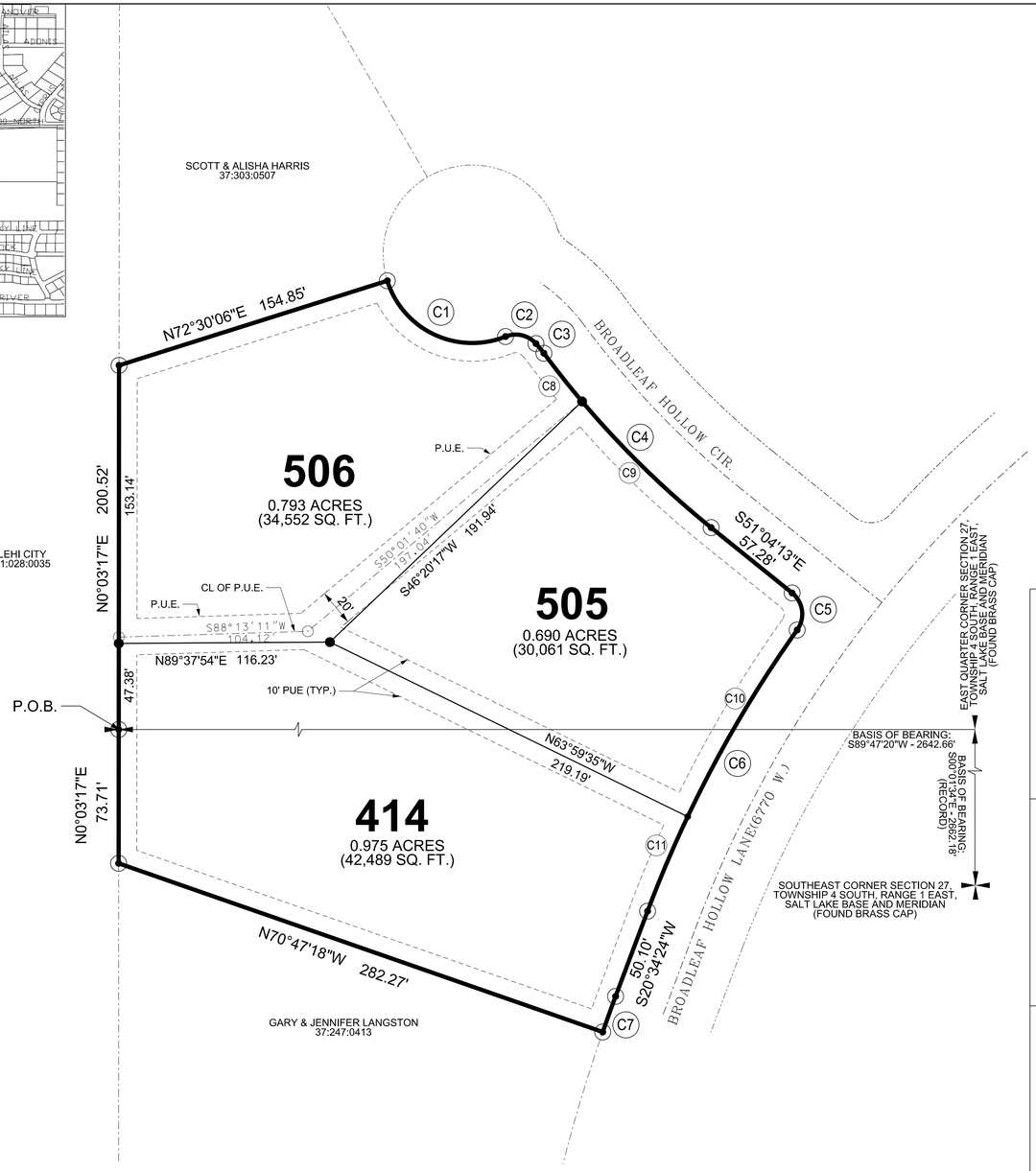
| SURVEYOR'S SEAL | NOTARY PUBLIC SEAL | HIGHLAND CITY ENGINEER SEAL | HIGHLAND CITY RECORDER SEAL |
|---|---|---|---|
| PROFESSIONAL LAND SURVEYOR No. 172675 DENNIS P. CARLISLE 9-4-14 STATE OF UTAH | | HIGHLAND CITY CITY ENGINEER 9/17/14 STATE OF UTAH | HIGHLAND CITY CORPORATE SEAL STATE OF UTAH |

SEC 27, T4S, R1E SLB&M TN.045

# ATTACHMENT 3:




VICINITY MAP

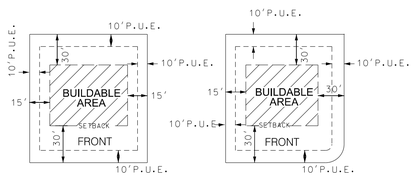



| Curve Table | | | | | |
|---|---|---|---|---|---|
| Name | Radius | Length | Delta | Chord | Chord Bearing |
| C1 | 49.00 | 80.81 | 94°29'38" | 71.96 | S 64°44'34" E |
| C2 | 15.00 | 18.33 | 70°00'45" | 17.21 | S 76°59'33" E |
| C3 | 73.00 | 6.91 | 5°25'32" | 6.91 | S 39°16'54" E |
| C4 | 527.00 | 133.39 | 14°30'10" | 133.04 | S 43°49'08" E |
| C5 | 15.00 | 22.65 | 86°31'25" | 20.56 | S 7°48'55" E |
| C6 | 678.00 | 175.91 | 14°51'56" | 175.42 | S 28°00'29" W |
| C7 | 878.00 | 20.87 | 1°21'43" | 20.87 | S 19°53'33" W |
| C8 | 527.00 | 33.85 | 3°40'47" | 33.84 | S 38°24'27" E |
| C9 | 527.00 | 99.55 | 10°49'23" | 99.40 | S 45°39'32" E |
| C10 | 678.00 | 119.32 | 10°05'01" | 119.17 | S 30°23'51" W |
| C11 | 678.00 | 56.59 | 4°46'55" | 56.57 | S 22°57'52" W |

NOTES:

1. NO PERMANENT STRUCTURES CAN BE PLACED ON THE PUE'S.

**TYPICAL SETBACK & P.U.E. DETAILS**




## LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- RIGHT OF WAY
- CENTERLINE
- PUBLIC UTILITY EASEMENT
- FOUND SECTION CORNER
- SET 5/8" REBAR & CAP (BOUNDARY)
- SET 5/8" REBAR & CAP (BACK CORNERS)
- SET RIVETS FRONT CORNERS)


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

MW BROWN ENGINEERING, INC
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84097


## OWNER'S ACKNOWLEDGEMENT

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

ON THIS _____ DAY OF _____, 20___, BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____
_____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S), WHOSE NAME(S)(IS/ARE) SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THAT (HE/SHE/THEY) EXECUTED THE SAME.

MY COMMISSION NUMBER _____ _____
SIGNED (A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES _____ _____
PRINT NAME OF NOTARY

## OWNER'S ACKNOWLEDGEMENT

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

ON THIS _____ DAY OF _____, 20___, BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____
_____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S), WHOSE NAME(S)(IS/ARE) SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THAT (HE/SHE/THEY) EXECUTED THE SAME.

MY COMMISSION NUMBER _____ _____
SIGNED (A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES _____ _____
PRINT NAME OF NOTARY

## ACCEPTANCE BY LEGISLATIVE BODY

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

APPROVED BY MAYOR _____

APPROVED _____ ATTEST _____
CITY ENGINEER (SEE SEAL BELOW) — CLERK–RECORDER (SEE SEAL BELOW)

## HIGHLAND CITY ATTORNEY

APPROVED THIS _____ DAY OF _____, A.D. 20____,

HIGHLAND CITY ATTORNEY: _____

SCALE (FEET)
0 40 80 120 160
SCALE: 1" = 40 FEET

| NOTARY PUBLIC SEAL | NOTARY PUBLIC SEAL | NOTARY PUBLIC SEAL | CITY ENGINEER SEAL |
|---|---|---|---|
| | | | |

## SURVEYOR'S CERTIFICATE

I, ROGER D. DUDLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 147089 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

## BOUNDARY DESCRIPTION

Beginning at the center of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian; said point also being S 89°47'20" W 2642.66 feet from the East Quarter Corner of said section 27; thence N 0°03'17" E 200.52 feet; thence N 72°30'06" E 154.85 feet to a point of curvature; thence along an arc 80.81 feet to the left, having a radius of 49.00 feet, the chord bears S 64°44'34" E 71.96 feet to a point of curvature; thence along an arc 18.33 feet to the right, having a radius of 15.00 feet, the chord bears S 76°59'33" E 17.21 feet to a point of curvature; thence along an arc 6.91 feet to the right, having a radius of 73.00 feet, the chord bears S 39°16'54" E 6.91 feet to a point of curvature; thence along an arc 133.39 feet to the left, having a radius of 527.00 feet, the chord bears S 43°49'08" E 133.04 feet, thence S 51°04'13" E 57.28 feet to a point of curvature; thence along an arc 22.65 feet to the right, having a radius of 15.00 feet, the chord bears S 7°48'55" E 20.56 feet to a point of curvature; thence along an arc 175.91 feet to the left, having a radius of 678.00 feet, the chord bears S 28°00'29" W 175.42 feet, thence S 20°34'24" W 50.10 feet to a point of curvature; thence along an arc 20.87 feet to the left, having a radius of 878.00 feet, the chord bears S 19°53'33" W 20.87 feet; thence N 70°47'18" W 282.27 feet; thence N 0°03'17" E 73.71 feet to the POINT OF BEGINNING.

Area = 2.459 acres (107,103 sq. ft.)

_____ _____
DATE — ROGER D. DUDLEY (SEE SEAL BELOW)

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC, PURSUANT TO UTAH CODE 10-9A-604(D).

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20 ___

_____ _____
BRANDON J GUECK — AMBER GUECK

_____ _____
SEAN LUANGRATH — LAREEN J. LUANGRATH

_____ _____
THE DOSS AND JANEAN STALLINGS 2020 LIVING TRUST 04-16-2020 — DOSS MERLIN STALLINGS (TRUSTEE)

_____
JANEAN MAE STALLINGS (TRUSTEE)

## OWNER'S ACKNOWLEDGEMENT

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

ON THIS _____ DAY OF _____, 20___, BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____
_____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S), WHOSE NAME(S)(IS/ARE) SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THAT (HE/SHE/THEY) EXECUTED THE SAME.

MY COMMISSION NUMBER _____ _____
SIGNED (A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES _____ _____
PRINT NAME OF NOTARY

## CONDITIONS OF APPROVAL

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

1) Each homeowner is entitled to one tree per lot. The tree will be planted in the park strip and be planted within 2 years from the date of the certificate of occupancy. Once planted maintenance of the tree shall be the responsibility of the homeowner.
2) 70% of the front yard landscaping shall be installed by the homeowner within one year after receiving a certificate of occupancy.
3) Landscaping and construction materials of any type are not permitted upon or within the street, curb & gutter, park strip or sidewal (street right-of-way) with the exception of the park stripwhich requires 75% to be landscaped.
4) A fence that abuts open space or has a trail has additional restrictions of size and opacity. Fences along apen space or a trail must comply with Highland City Ordinance. A fence permit is required for all fences.
5) Highland City Ordinances restrict height of foundation above curb. It is the responsibility of the buyer to contact the city prior to purchasing any lot. This restriction applies to all lots in this subdivision.

PHASE 5A

# DRY CREEK HIGHLANDS

A RESIDENTIAL SUBDIVISION

A REVISION AND VACATION OF LOT 414 OF PHASE 4, & LOT 505 & 506 OF DRY CREEK HIGHLANDS PHASE 5

HIGHLAND CITY — UTAH COUNTY, UTAH
SCALE: 1" = 40 FEET

| CLERK–RECORDER SEAL | SURVEYOR'S SEAL | UTAH COUNTY RECORDING SEAL |
|---|---|---|
| | | |

AGENDA NEXT

HIGHLAND CITY

# CITY COUNCIL AGENDA REPORT
# ITEM #4b

**DATE:** January 11, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Nathan Crane, AICP
City Administrator/Community Development Director

**SUBJECT:** **ACTION:** Public Defender Services

**TYPE:** **ADMINISTRATIVE:** The Council is acting in an administrative capacity and fulfilling their responsibilities as the Governing Body as defined in the Municipal Code.

**PURPOSE:**
The City Council will consider a contract with Stevens and Gailey, PC to provide public defender services for the Highland/Alpine Justice Court. The Council will take appropriate action.

**BACKGROUND:**
State Law requires that a court provide public defense service for charges that involve jail time. This only for those that cannot afford to provide one for themselves. For over 17 years, Shawn Patten has served as the Public Defender for the Highland/Alpine Justice Court. In November, Mr. Patten was appointed as a judge for the Utah County Justice Court. As such it has become necessary to hire another Public Defender.

Staff from the Police Department, Court, Highland City, and Alpine City worked with the City Prosecutor and identified two firms to interview. The recommendation is to hire H.D. Gailey from Stevens and Gailey, PC. H.D. has been working with the court as a substitute public defender for the past five years.

The current Public Defender costs are $100 per hour. The proposed costs are a per case basis of $175 through pre-trial with an additional $75 for each post sentence hearing. With an additional $175 for trials. Based on a simple analysis of the proposal, we expect the cost to increase by $1,000 to $1,300 per year. A $1,300 increase per year represents a 4% increase in costs.

The proposed cost from the second firm interviewed would increase the hourly rate from $100.00 to $110.00 an hour which would be a 10% increase.

Court costs are shared by Highland and Alpine. Highland City currently budgets $30,000 a year for public defender costs. The general idea is that defendants reimburse the court for the cost of a public defender, however, due to the limited means of the clients, this rarely occurs. For example, last fiscal year spent $28,545 in public defender costs and received

$1,424 in reimbursement.

**FISCAL IMPACT:**
The fiscal impact is an estimated annual increase of $1,300.

**RECOMMENDATION:**
Staff recommends that the Council approve the contract.

**PROPOSED MOTION:**
I move that City Council **APPROVE** the contract with Stevens and Gailey, PC for public defender services for the Highland/Alpine Justice Court.

**ALTERNATIVE MOTION:** *(if applicable)*
I move that City Council **DENY** the proposed contract (Council should draft appropriate findings.)

**ATTACHMENTS:**
1. Proposed Contract

# CONTRACT FOR INDIGENT CRIMINAL REPRESENTATION

This Agreement, dated this 4th day of January, 2022, entered into by and between Alpine City, a municipal corporation, hereinafter referred to as the "City" and Stevens & Gailey, P.C., hereinafter referred to as "Contractor". Collectively the City and Contractor are referred to herein as the "Parties".

**WITNESSETH**

**WHEREAS**, Contractor affirms that Contractor is licensed to practice law in the State of Utah, in good standing with the Utah State Bar, is qualified by experience and relevant training to provide effective representation in criminal defense; and

**WHEREAS,** The City is engaging the Contractor to provide indigent defense services that are completely independent of the City and the City recognizes that Contractor must be free to defend the client zealously and without fear of termination, reduction in compensation, reduction in staff or reduction in defense resources and that this Agreement provides for and ensures such representation; and

**WHEREAS**, the parties are mutually desirous to enter into an agreement to provide criminal legal services to indigent persons.

**NOW, THEREFORE**, and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Attorney Qualifications and Representation.**

   a. Contractor certifies all attorneys providing representation pursuant to this Agreement are members of the Utah State Bar in good standing and are competent in the practice of criminal law and shall remain in good standing for the term of this Agreement.

   b. Contractor shall maintain a bona fide office in Utah County to conduct business. Contractor shall make the location of the office known to clients served under this Agreement.

   c. Contractor agrees to abide by all federal, state and local laws and to abide by the Cannon of Ethics and Rules of Professional Responsibility and Rules of Civility of the Utah State Bar.

   d. It is further understood and agreed by the parties hereto that Contractor in performing its obligations under this Agreement, is under the direction of the City merely as to the designation of tasks to be performed and the results to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing results. This Agreement serves as the outline of the scope of work expected by the Contractor in the designation of said tasks and performance expectations as anticipated by the

results.

3. **Scope of Services.** City hereby engages Contractor and Contractor hereby agrees to provide competent and effective counsel pursuant to the United States and Utah Constitutions in all criminal cases in which an attorney is appointed by the Justice Court or in Class A Misdemeanor's by the District Court to represent an indigent criminal defendant. Contractor agrees not to act in a case until the Court has issued its order of appointment. Contractor agrees the following list of activities, while not exhaustive, are required in order to provide competent and effective counsel:

a. Acting as counsel available to all appointed defendants at all scheduled hearings on scheduled court days.

b. Representing appointed defendants at pre-trial hearings/waiver hearings, evidentiary hearings, trials, sentencing, post-disposition proceedings, and any de novo appeals to the District Court.

c. Supervising attorneys working under and with the Public Defender to represent defendants to ensure defendants receive competent legal representation.

d. Responding to appointed defendant phone calls, texts, emails, etc. in a prompt and reasonable time frame.

e. Identifying conflicts of interest that the Public Defender has under the Utah Rules of Professional Conduct that prevent the Public Defender from ethically representing an indigent defendant. Offeror shall notify the City and the Courts of the conflict so that the Courts may appoint conflict counsel as appropriate.

f. Providing the City and Courts a contact telephone number that is available 24 hours a day to make contact with the Public Defender in order for the Public Defender to provide legal representation in emergency situations.

g. Filing a timely Notice of Appeal should an appointed defendant elect to appeal a conviction, and timely providing all legal services associated with a de novo appeal to the District Court should the District Court find that the defendant is still eligible for appointment of a public defender.

4. **Term.** The term of this Agreement shall commence on January 6, 2022 and shall continue until December 31, 2026, unless terminated by either the City or Contractor as provided in Section 5. This Agreement may be renewed for an addition two years beyond the initial five-year term upon the written agreement of the Parties.

5. **Termination.** This Agreement may be terminated for any of the following events:

a. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice served upon the other party.

b. This Agreement will be terminated without written notice, if Contractor's privilege to practice law in the State of Utah is suspended or revoked.

c. Either Party may terminate this Agreement 10 days after providing written notice to the other Party that the other Party has materially breached any provision of the Agreement or violated any statutory or common law duty or obligation to the terminating Party, including without limitation, the Contractor's failure to perform any of the Services outlined in Section 3 Scope of Services.

d. The Parties may mutually agree in writing to terminate this Agreement.

In the event this Agreement is terminated for any reason, including non-renewal of the Agreement, Contractor agrees to cooperate with any successors to this Agreement by filing of all necessary pleadings or withdrawal, and to deliver all applicable files, information and materials to the successor, and to complete any existing cases where it is not feasible for Contractor to withdraw, to be paid on an hourly basis.

6. **Compensation.** The Parties agree to the following fee schedule for the performance of services under this Agreement:

a. Cases in the Justice Court.

i. Cases in General. City will pay Contractor $175.00 per appointed case for pretrial matters to the conclusion of a case (entry of plea and sentencing) that does not go to trial.

ii. Bench Trials. In the event a case is resolved through a bench trial, the City will pay Contractor an additional $75.00 per hour to prepare and represent the client at the bench trial. This additional payment may not exceed $150.00 per case.

iii. Jury Trials. In the event a case is resolved through a jury trial, the City will pay Contractor an additional $75.00 per hour to prepare and represent the client at the jury trial. The additional payment may not exceed $300.00 per case.

iv. Post Sentencing Hearings. City will pay Contractor $75.00 for each post sentencing hearing attended on behalf of the appointee. (review, orders to show cause, etc.)

b. Cases in the District Court.

i. City will pay Contractor $175.00 per appointed case for pretrial matters to the conclusion of a case that does not go to trial.

ii. Preliminary Hearings. In the event a case proceeds to a preliminary hearing, the City will pay Contractor an additional $75.00 per hour to prepare and represent the client at the preliminary hearing. The additional payment may not exceed $75.00 per case.

iii. Bench Trials. In the event a case is resolved through a bench trial, the City will pay Contractor an additional $75.00 per hour to prepare and represent the client at the bench trial. This additional payment may not exceed $150.00 per case.

iv. Jury Trials. In the event a case is resolved through a jury trial, the City will pay Contractor an additional $75.00 per hour to prepare and represent the client at the jury trial. The additional payment may not exceed $300.00 per case.

v. Post Sentencing Hearings. City will pay Contractor $75.00 for each post sentencing hearing attended on behalf of the appointee. (review, orders to show cause, etc.)

c. Additional Costs and Fees. Upon written request from Contractor and written consent from the City, the City will pay for costs to serve subpoenas or other court orders and the cost of investigations and expert witnesses. All other costs and expenses shall be paid by Contractor and will not be reimbursed by the City.

d. Billing. Contractor shall on a monthly basis submit to the City an itemized invoice for services rendered. The City will review the invoice for accuracy. City shall make payment to Contractor within 30 days after receipt of an accurate invoice. If the City finds any inaccuracies in an invoice, the City will notify Contractor of the inaccuracy. The Parties will work together to resolve any inaccuracy. Upon resolution, the City will pay Contractor any additional payment, if necessary.

7. **Recoupment of Fees.** Should any court order a person to pay some or all of the attorney fees of Contractor acting under this Agreement, Contractor shall immediately pay such fees to City or have the person pay City directly. City shall bear the responsibility of collecting such fees.

8. **Furnishing of W-9.** Payment under this agreement is contingent upon Contractor furnishing City with a signed and completed W-9 IRS tax form. Unless the Contractor has a current W-9 form on file with the City, one should be provided to the City at the time of contract routing. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

9. **Record Keeping.** Contractor agrees to maintain adequate and proper records of the representation provided by Contractor or any substitute attorneys for each person for whom Contractor is appointed to represent pursuant to this contract.

10. **Costs.** Except as provided in Section 6, Contractor shall provide for all expenses, secretarial support and other facilities necessary for a complete defense.

11. **Caseload/Workload.** If at any time Contractor's caseload or workload becomes sufficiently burdensome to prevent Contractor from being able to devote adequate time to representation in any City case, or could cause Contactor to be in violations of the rules of

professional conduct, Contractor shall immediately notify the City and determine a proper course of action to remedy the situation.

12. **Appeals.** Contractor shall be responsible for all de novo appeals filed in the District Court for which the City is responsible for providing defense pursuant to Chapter 32, Title 77; Contractor's costs of such appearances are included in the contract fee.

13. **Conflicts of Interest.** In the event Contractor cannot represent an indigent criminal defendant due to a conflict of interest under the Utah Rules of Professional Conduct, Contractor agrees to contact the City, through the Justice Court Administrator, in order for the City to secure conflict counsel as appropriate.

14. **Substitute Attorneys.** Contractor will further have the right to use substitute attorneys during periods of illness, vacation or other personal reasons without additional expense to the City. Contractor ensures that any substitute attorney shall be an attorney licensed to practice law in the State of Utah and a member of the Utah State Bar in good standing, and who has the experience and training to provide competent and effective representation to indigent defendants under the United States and Utah Constitutions.

15. **Independent Contractor.** Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

16. **Professional Responsibility.** It is agreed and understood that Contractor will represent with complete professional diligence and dedication and without any control or supervision from the City the indigent persons to be provided legal counsel herein and shall have complete and full independence in using his judgment in the decisions necessary to render said professional services.

17. **Non-discrimination.** Contractor certifies that Contactor will comply with the Americans With Disabilities Act (ADA), and Title VI of the Civil Rights Act of 1964, and that no personal shall, on the grounds of race, creed, color, sex, sexual orientation, marital status, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

19. **Amendment.** This Agreement may be amended from time to time only by an instrument in writing, signed by the Parties.

20. **Notice.** Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

For City:

For Contractor

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.

23. **Non-waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by written notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

24. **Entire Agreement.** This Agreement contains the entire and integrated agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid.

CONTRACTOR

Stevens & Gailey, PC

Name: H.D. Gailey

Title: Vice President

ALPINE CITY

_____

Name: _____

Title: _____

AGENDA NEXT

HIGHLAND CITY

# CITY COUNCIL AGENDA REPORT
# ITEM #5

**DATE:** January 11, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Nathan Crane, AICP
City Administrator/Community Development Director

**SUBJECT:** **RESOLUTION:** Asphalt Tailings in Highland Glen Park

**TYPE:** **ADMINISTRATIVE:** The Council is acting in an administrative capacity and fulfilling their responsibilities as the Governing Body as defined in the Municipal Code.

## PURPOSE:

The City Council will consider a resolution adopting a policy and plan for the removal of asphalt tailings in Highland Glen Park. The Council will take appropriate action.

## BACKGROUND:

Asphalt tailings have been stored at Highland Glen Park since before 2002. To address resident concerns, a Resolution has been prepared that outlines the Council's plan. The plan includes the following:

- The Council will use reasonable and good faith efforts to remove the tailings within one year. If due to unanticipated circumstances this cannot be met, the Council will communicate with the residents by October 1, 2022.
- Contingent upon available funds the Council will budget up to $20,000 for the removal and/or improvements to the property in fiscal year 2023.

## FISCAL IMPACT:

This action would require the Council to budget up to $20,000 as part of the FY2023 Budget.

## RECOMMENDATION:

Staff recommends that the Council approve the resolution.

## PROPOSED MOTION:

I move that City Council **APPROVE** the resolution adopting a policy and plan for the removal of asphalt tailings in Highland Glen Park.

**ALTERNATIVE MOTION:** *(if applicable)*
I move that City Council **DENY** the proposed resolution (Council should draft appropriate findings.)

**ATTACHMENTS:**

1. Draft Resolution

**A RESOLUTION ADOPTING A POLICY AND PLAN REGARDING THE REMOVAL OF ASPHALT TAILINGS IN HIGHLAND GLEN CITY PARK**

WHEREAS, the Highland City Council recognizes that the City's storage of asphalt tailings near the west entrance Highland Glen City Park ("Park") has been a significant and important matter of concern of many residents;

WHEREAS, the City Council desires to provide for a plan and tentative timeline for the City to remove the tailings from the Park and beautify the area;

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

1. No further asphalt tailings or other fill materials shall be moved into and stored within the Park.

2. The City Council directs that City representatives use reasonable and good faith efforts to address and remove the asphalt tailings and other fill materials currently within the Park over the next approximately 12 months, as follows:

    a. Immediately and actively seek for uses for the material on City projects.

    b. Immediately and actively seek for opportunities for non-City entities to use the material, such as allowing other government entities, developers, businesses, and other entities and persons to remove and use it for the benefit of the City or for private benefit, subject to appropriate compensation where required.

    c. Explore and implement reasonable options for reducing the impacts of the materials on adjacent properties while the materials remain within the Park, including by lowering the height of the existing piles or by fencing.

3. If for any reason there are any anticipated delays, the City Council will communicate with the residents by October 1, 2022.

4. Once the piles have been used or largely used, as set forth above, the City Council intends to provide up to $20,000 in the FY23 Budget based on available funding to remove any remaining tailings and other fill materials and to improve the area where the materials were previously stored.

5. The policy and plan set forth herein is subject to future modification based on the needs, budget, and other circumstances of Highland City, and nothing in this resolution and policy may be relied on or used to establish a contractual or other right in any person, including any right to the enforcement of this policy and plan.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2021.

_____
Mayor

ATTESTED:

_____
City Recorder

PUBLICATION DATE: _____

| COUNCIL MEMBER | YES | NO |
|---|---|---|
| Timothy A. Ball | ☐ | ☐ |
| Brittney P. Bills | ☐ | ☐ |
| Sarah D. Petersen | ☐ | ☐ |
| Kim Rodela | ☐ | ☐ |
| Scott L. Smith | ☐ | ☐ |

HIGHLAND CITY

# CITY COUNCIL AGENDA REPORT ITEM #6

**DATE:** January 11, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Kellie Smith
Planner & GIS Analyst
Nathan Crane, AICP
City Administrator/Community Development Director

**SUBJECT:** **RESOLUTION**: Designating the Value of Orphan Parcels for 2022

**TYPE:** **ADMINISTRATIVE:** The Council is acting in a adminstrative capacity and fulfilling their responsibilities as the Governing Body as defined in the Municipal Code.

## PURPOSE:

The City Council will consider a resolution designating the value of orphan space parcels for 2022. The Council will take appropriate action.

## BACKGROUND:

In 2021, City Council discussed the process and procedures for the disposal of orphan property. The City Council adopted an orphan property disposal policy (Resolution No: 2021-15). The policy declares the following:

> *The City Council declares that is the policy of Highland City to determine the valuation of surplus orphan parcels as follows:*
>
> a. *The City Council shall review the county assessed value of different lots from different areas of the City;*
> b. *The lots will be chosen based on location, open space subdivision status, diversity, and size in order to obtain a reasonable, average, per square foot valuation;*
> c. *The City Council shall calculate the average price per square foot for the sample lots and apply a multiplier to the average in order to account for the fact that the property being designated as surplus are not buildable lots, have issues that impede development or access, and/or have a limited number of potential buyers.*
> d. *The City Council shall then adopt by separate resolution the current valuation for orphan parcels. The resulting square foot value shall be used as the basis for the sale of surplus orphan parcels. The potential buyer may, at their own cost and expense, conduct an appraisal to challenge such valuation, which the City Council shall consider in deciding whether and on what terms to sell the parcel*

Resolution No: 2021-09 was approved by the City Council on June 1, 2021. This resolution describes how the cost per square foot is determined in detail. That same process to

determine the cost for purchases in 2021, was completed for 2022. The proposed resolution describes the same formula and solidifies the calculated cost for orphan parcels in 2022.

## DISCUSSION:

Under the direction of the City Council, staff has prepared policy to address a method for determining the value of the property. Based on this method the value for orphan space parcels for 2022 is $3.14 per square foot.

## RECCOMENDATION AND PROPOSED MOTION:

Staff recommends that the Council approve the resolution.

I move that the City Council **ADOPT** the resolution establishing the value for orphan space parcels.

## ATTACHMENTS:

1. 2021 Orphan Parcel Price Data Sheet
2. Resolution

**ATTACHMENT 1**

| Parcel Code | Open Space | Address | Acreage | Sq. Ft. | 2021 Value | $/acre | $/sq. ft. | 25% |
|---|---|---|---|---|---|---|---|---|
| **Avery** | | | | | | | | |
| 36:930:0070 | Yes | 6638 W CANTERBURY DR | 0.3900 | 16988.4 | $208,000 | $533,333 | $12.24 | $3.06 |
| 36:979:0198 | Yes | 6749 W CANTERBURY DR | 0.4400 | 19166.4 | $233,700 | $531,136 | $12.19 | $3.05 |
| 41:599:0002 | No | 6541 W AVERY AVE | 0.6940 | 30230.6 | $345,200 | $497,406 | $11.42 | $2.85 |
| **Eagleview** | | | | | | | | |
| 12:005:0066 | No | 6248 W 9600 NORTH | 0.5000 | 21780.0 | $191,500 | $383,000 | $8.79 | $2.20 |
| 37:104:0001 | No | 9639 N 6220 WEST | 0.9390 | 40902.8 | $259,600 | $276,464 | $6.35 | $1.59 |
| 37:104:0003 | No | 6255 W 9680 NORTH | 0.5210 | 22694.8 | $217,000 | $416,507 | $9.56 | $2.39 |
| **11350 N** | | | | | | | | |
| 41:409:0001 | No | 11339 N 5835 WEST | 1.0590 | 46130.0 | $399,200 | $376,959 | $8.65 | $2.16 |
| 55:537:0005 | No | 5876 W 11350 NORTH ST | 1.2560 | 54711.4 | $363,200 | $289,172 | $6.64 | $1.66 |
| 55:537:0004 | No | 5856 W 11350 NORTH ST | 1.0900 | 47480.4 | $375,100 | $344,128 | $7.90 | $1.98 |
| **View Pointe** | | | | | | | | |
| 54:195:0101 | Yes | 4031 W PARK CIR | 0.2170 | 9452.5 | $210,900 | $971,889 | $22.31 | $5.58 |
| 54:195:0106 | Yes | 4087 W PARK CIR | 0.2080 | 9060.5 | $208,300 | $1,001,442 | $22.99 | $5.75 |
| 54:197:0308 | Yes | 4151 W VIEW POINTE | 0.2250 | 9801.0 | $213,200 | $947,556 | $21.75 | $5.44 |
| | | | | | | | | |
| **Average** | 41.67% | | 0.6283 | 27366.57 | $268,742 | $547,416 | $12.57 | $3.14 |

**ATTACHMENT 2**

## A RESOLUTION DESIGNATING THE VALUATION OF ORPHAN PARCELS FOR 2022

WHEREAS, the Highland City Council is authorized under State law, Highland City Code 2.44.030, and Highland City resolutions and policies to establish such terms and conditions as the Council deems desirable, fair and appropriate for any sale or other disposal of surplus property, considering intended use, property tax value, and the interests of the city in such property;

WHEREAS, the City Council desires to establish a uniform method for handling the valuation and disposal of such property that protects the interests of the City and its residents and produces a fair return.

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

2. The City Council designates the valuation of surplus orphan parcels as follows: Based on the average 2021 county assessed value of sample properties, at a 25% multiplier, the 2022 valuation of surplus orphan parcels is **$3.14 per square foot**.
3. This valuation shall be in effect for surplus orphan parcels designated as such by resolution for the year 2022. Sales and other disposals of property that are not approved within 2022 are not entitled to rely on the $3.14 valuation and may be subject to different and higher valuations.
4. The potential buyer may, at their own cost and expense, conduct an appraisal to challenge the valuation provided above, which the City Council shall consider in deciding whether and on what terms to sell the parcel.

PASSED AND ADOPTED by the Highland City Council, January 11, 2022

HIGHLAND CITY, UTAH

_____
Kurt Ostler
Highland City Mayor

ATTEST:

_____
Stephannie Cottle
Highland City Recorder

| COUNCIL MEMBER | YES | NO |
|---|---|---|
| Timothy A. Ball | ☐ | ☐ |
| Brittney P. Bills | ☐ | ☐ |
| Sarah D. Petersen | ☐ | ☐ |
| Kim Rodela | ☐ | ☐ |
| Scott L. Smith | ☐ | ☐ |

AGENDA NEXT

HIGHLAND CITY

# CITY COUNCIL AGENDA REPORT
# ITEM #7

**DATE:** January 11, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Andy Spencer
City Engineer/Public Works Director

**SUBJECT:** **ACTION:** Broadleaf Hollow Channel Reconstruction

**TYPE:** **ADMINISTRATIVE:** The Council is acting in an administrative capacity and fulfilling their responsibilities as the Governing Body as defined in the Municipal Code in providing a storm drainage system.

## PURPOSE:

The City Council will consider the awarding of the bid for the Broadleaf Channel drainage reconstruction project to S&L, Inc. The Council will take appropriate action.

## BACKGROUND:

The Broadleaf Channel storm-drainage facility has meandered outside of the original easement corridor that was dedicated with the Dry Creek Highlands Phase 3 development and subdivision plat. The impacted properties are Dry Creek Highlands Phase 3, Lots 302~310.

City staff has been meeting with the residents along the Broadleaf Channel corridor. The objective of these meetings has been to select an alignment and easement condition that will provide the City a long-term and maintainable storm-drainage channel and minimize the impact on the residents.

The purpose of this project is to realign and the existing Broadleaf Channel and line the channel with rock to prevent future erosion. Bids have been solicited for the project. We received six bids for the project and S&L, Inc. was the low bidder. The bid cost for the project is $228,000 (Attachment A).

The bid includes an optional individual lot channel crossings for the residents. The decision will be up to each individual homeowner if they would like to accept this option. The intent is to allow the property owners located on the west side of the drainage to access the City trail and eastern portions of their lots that are located on the east side of this drainage. The individual lot channel crossings per the low bid are $5,000.00 per crossing. The cost is $500 per lineal foot with a minimum of 10 feet. This cost would be paid by individual lot owners.

There are three items detailed in the Fiscal Impact cost summary hat are not included in the bid:

1) Geotextile Channel Liner - This is necessary to prevent migration of soil from under

the channel rock layer. The inclusion of this liner helps ensure that the channel does not migrate. The liner was intended for inclusion on the bid plan and was unintentionally omitted by the engineer.

2) Reseeding following construction - Following the channel construction, the project soil disturbance area will need to be reseeded with a native seed mix. This was also an unintentional omission from the bid plan set.
3) 10% Contingency – This has been included as a standard practice to ensure that there are sufficient funds allocated to the project to adapt to unforeseen conditions during construction.

**FISCAL IMPACT:**

The total anticipated project costs are $278,300:

- Base bid - $228,000
- Geotextile channel liner - $15,000
- Reseeding following construction - $10,000
- Contingency (10%) - $25,300

Funds totaling $329,000 are available for this project as follows:

- Storm sewer system reconstruction (54-40-25) - $220,000
- System repairs and maintenance (54-40-41) - $109,000.

**RECOMMENDATION:**

Staff recommends the awarding of this contract to S&L, Inc. in an amount up to the amount of $278,300 to reconstruct the Broadleaf Hollow drainage. Allowing individual homeowners the option to have a channel crossing installed behind their lot at their cost.

**PROPOSED MOTION:**

I move that City Council APPROVE the contract with S&L, Inc. and authorize a contract amount up to $278,300 for the reconstruction of the Broadleaf Hollow channel. Release of the contract shall is subject to receipt of signed easement documents from Lots 302 through 309 for the new channel location.

**ALTERNATIVE MOTION:** *(if applicable)*

I move that City Council REJECT the bid from S&L Excavation for the Broadleaf Hollow Reconstruction project (Council should draft appropriate findings.)

**ATTACHMENTS:**

1. S&L Excavation Bid
2. Bid Tabulation
3. Selection from Channel Reconstruction Plans (3 pages)

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**
*(Name, legal status and address)*
S & L, Inc.
935 West Center Street
Lindon, UT 84042

**SURETY:**
*(Name, legal status and principal place of business)*
Atlantic Specialty Insurance Company
605 Hwy 169 North Suite 800
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**
*(Name, legal status and address)*
Highland City
5400 W. Civic Center Drive
Highland, Utah

**BOND AMOUNT:**
Five Percent (5%) of amount bid

**PROJECT:**
*(Name, location or address, and Project number, if any)*
Broadleaf Channel Reconstruction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of December, 2021

| | |
|---|---|
| *(Witness)* | S & L, Inc.<br>*(Principal)* *(Seal)* |
| LEAVITT INSURANCE & CENTRAL BOND SERVICES, INC.<br>746 EAST WINCHESTER ST., SUITE 120<br>*(Witness)* SALT LAKE CITY, UT 84107 | *(Title)*<br>Atlantic Specialty Insurance Company<br>*(Surety)* *(Seal)*<br>*(Title)* David T. Smedley, Attorney-in-Fact |

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.
/

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061110

# BID SCHEDULE

**ARTICLE 1 – BASIS OF BID**

**1.01** Bidder will complete the Work in accordance with the Contract Documents for the Lump Sum price shown in the following Bid Schedule:

| LUMP SUM PRICE SCHEDULE - BASE BID | | |
|---|---|---|
| **Description** | | **Amount** |
| **Total** | $ | 228,000.00 |

Total Estimated Price for Base Bid TWO-HUNDRED AND TWENTY-EIGHT THOUSAND Dollars.

**BID ALTERNATE – OPTIONAL INDIVIDUAL LOT CHANNEL CROSSING**

| LUMP SUM PRICE SCHEDULE – ALTERNATE BID | | |
|---|---|---|
| **Description** | **Quantity** | **Amount** |
| 60" ADS or comparable pipe with all appurtenant materials (see sheet C201) ASSUMES 10' SECTIONS | LF | $ 500.00 |

Total Estimated Price for ~~Base Bid~~ ALT 500.00 PER LF MIN 10' SECTIONS Dollars.

Lump Sum Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

**CLARIFICATION:**

Bids can be submitted electronically in a pdf format to joann@highlandcity.org between 1:00 pm and 3:00 pm on December 22, 2021. It is the responsibility of the bidder to make certain that the bid has been received.

# BID FORM

## *BROADLEAF CHANNEL RECONSTRUCTION*

TABLE OF ARTICLES


| Article | Article No. |
|---|---|
| Bid Recipient | 1 |
| Bidder's Acknowledgements | 2 |
| Bidder's Representations | 3 |
| Further Representations | 4 |
| Basis of Bid | 5 |
| Time of Completion | 6 |
| Attachments to this Bid | 7 |
| Defined Terms | 8 |
| Bid Submittal | 9 |




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## ARTICLE 1 – BID RECIPIENT

**1.01** This Bid is submitted to:

Highland City Administration Office
Attn: JoAnn Scott
5400 West Civic Center Drive, Suite 100
Highland, UT 84003

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted: (1) to enter into an Agreement with Owner in the form included in the Bidding Documents, (2) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

**3.01** In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

| Addendum No. | Addendum Date |
|---|---|
| #1 | 12/18 |
| | |
| | |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work..

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.


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E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

## ARTICLE 4 – FURTHER REPRESENTATIONS

**4.01** Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.


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**BID SUBMITTAL**

**9.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____(SEAL)
*(Individual's signature)*

Doing business as: _____

A Partnership

Partnership Name: _____(SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: Sol Inc (SEAL)

State of Incorporation: UTAH

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

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

Name (typed or printed): Drew Larsen

Title: VP (CORPORATE SEAL)

Attest Scott Lee

Date of Authorization to do business in the State of Utah is 11 / 30 / 2021


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A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____

*(Signature of first joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____

*(Signature of second joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address 935 W GENEVA St LINDON, UTAH

Phone No. 801-770-1206 Fax No. 801-785-8453

SUBMITTED on 1 DEC 22, 2021.

State Contractor License No. 249732-5501.


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**Highland City - Broadleaf Channel**
**Bid Tabulation**
**Printed: 12/22/2021**

| UNIT PRICE SCHEDULE - BASE BID | | | Redoubt Restoration | | RC Enterprise | | Strong Solutions | | Beck Construction | | S & L Excavation | | Acme Construction | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item # | Description | Unit Price | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| | SCHEDULE A<br>Base Bid | | | $ 578,057.00 | | $ 259,700.00 | | $ 338,295.00 | | $ 563,500.00 | | $ 228,000.00 | | $ 669,500.00 |
| | BID ALTERNATE<br>Optional Individual Lot Channel Crossing | | | $ 9,500.00 | | $ 500.00 | | $ 595.00 | | $ 1,110.00 | | $ 500.00 | | $ 600.00 |

# HIGHLAND CITY - BROADLEAF CHANNEL RECONSTRUCTION

## CONSTRUCTION DRAWINGS

## GENERAL NOTES

1. THE CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITY TO AREAS WITHIN THE FLAGGED LIMITS OF DISTURBANCE AND AS SHOWN ON THE PLANS AS FIELD DESIGNATED STORAGE AREAS, STAGING OR ACCESS AREAS, CONSTRUCTION AND MATERIAL WASTE AREAS AND/OR AS APPROVED BY THE CITY ENGINEER.
2. EXCAVATED MATERIAL TO BE STOCKPILED IN AREAS TO BE DETERMINED IN FIELD BY THE PROJECT ENGINEER, THE CONTRACTOR, THE CITY ENGINEER, AND THE CITY INSPECTOR.
3. THE CONTRACTOR SHALL, CONSTRUCT ACCORDING TO THE FOLLOWING, AS APPLICABLE, UNLESS STANDARDS HAVE BEEN WAIVED OR MODIFIED IN WRITING:
   –HIGHLAND CITY DESIGN STANDARDS–CONSTRUCTION SPECIFICATIONS AND STANDARD DRAWINGS–LATEST EDITION
4. THE TERM CONTRACTOR SHALL MEAN ALL CONTRACTORS, SUBCONTRACTORS, AND ALL FOLLOW ON CONTRACTORS. REQUIREMENTS FOR ONE SHALL APPLY TO ALL.
5. ADDITIONAL NOTES THAT ARE SHOWN ON DESIGN OR DETAIL DRAWINGS ARE TO BE ADHERED TO IN THEIR ENTIRETY.
6. THE CONTRACTOR SHALL NOTIFY ALL OWNERS OF UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, SANITARY SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS AND CABLE TELEVISION, OF PROPOSED CONSTRUCTION WITHIN THE UTILITY'S AREA OF RESPONSIBILITY. THE CONTRACTOR IS RESPONSIBLE FOR MEETING WITH AND COORDINATING HIS CONSTRUCTION ACTIVITIES WITH THOSE OF THE UTILITY COMPANIES INVOLVED AND TO FIELD LOCATE ALL EXISTING UTILITIES WITHIN THE AREA OF OPERATIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
7. THE CONTRACTOR SHALL PROVIDE HIGHLAND CITY WITH A COPY OF THE FILED NOTICE OF INTENT (NOI) PRIOR TO CONSTRUCTION.
8. UNLESS OTHERWISE NOTED, CUT/FILL SLOPES SHALL BE 2:1 MAXIMUM. THE OVERALL SHAPE, HEIGHT, AND GRADE OF ANY CUT AND/OR FILL SLOPE SHALL BE DEVELOPED IN CONCERT WITH THE EWXISTING NATURAL CONTOURS, SCALE, AND VEGETATION OF THE NATURAL TERRAIN.
9. ALL TREE OR SCRUB OAK REMOVAL ASSOCIATED WITH THIS PROJECT SHALL BE APPROVED BY HIGHLAND CITY PRIOR TO ANY REMOVAL.

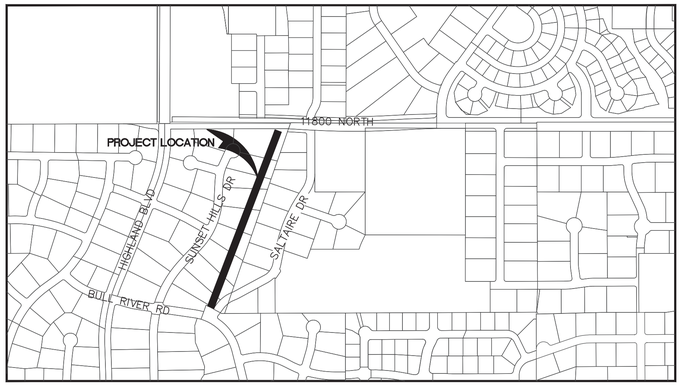
## PROJECT BASIS OF BEARING AND BENCHMARK

PROJECT BASIS OF BEARING:
THE PROJECT BASIS OF BEARING IS SOUTH 00°01'34" EAST BETWEEN THE WEST QUARTER CORNER OF SECTION 26 (TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN), A FOUND BRASS CAP, AND THE SOUTHWEST CORNER OF SAID SECTION SECTION 26, A FOUND BRASS CAP.

PROJECT BENCHMARK:
THE PROJECT BENCHMARK IS THE WEST QUARTER CORNER OF SAID SECTION SECTION 26, A FOUND BRASS CAP, HAVING AN ELEVATION OF 4936.37'.

PROJECT TOPOGRAPHY: THE PROJECT WAS DESIGNED WITH CONVENTIONAL TOPOGRAPHY.

## VICINITY MAP




## SHEET INDEX


| | |
|---|---|
| C101 | COVER SHEET |
| C201 | SITE PLAN / CROSS SECTION |
| C202 | EROSION CONTROL PLAN |
| C301 | BROADLEAF CHANNEL PLAN AND PROFILE |
| C302 | CROSS SECTIONS |



WILDING ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com


DRAWING NOTES:

G:\DATA\19093 Highland City Broadleaf Channel\dwg\C101 - Highland City Broadleaf Channel Overall.dwg
PLOT DATE: Nov 15, 2021

| NO. | REVISION | DATE |
|---|---|---|
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PROJECT INFORMATION

HIGHLAND CITY
BROADLEAF CHANNEL
RECONSTRUCTION

COVER SHEET

HIGHLAND CITY, UTAH

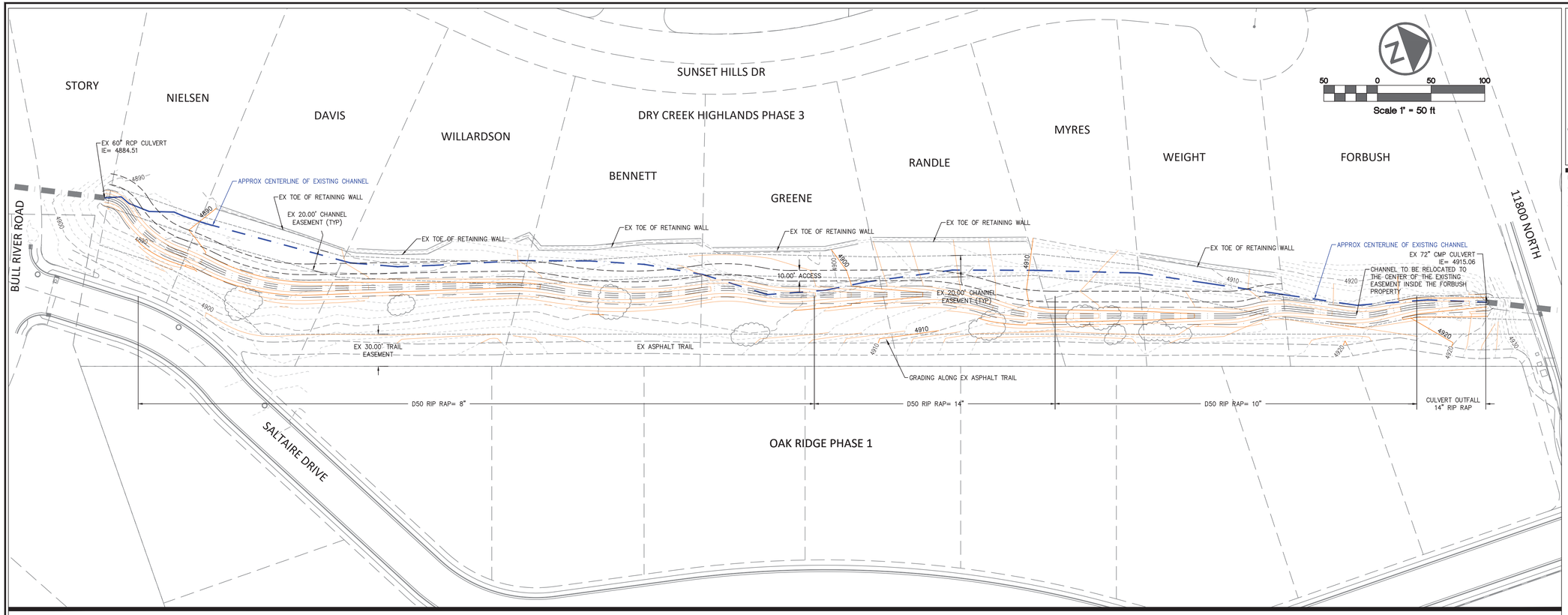
| DRAWN | CHECKED | PROJECT # |
|---|---|---|
| MEC | | 19093 |

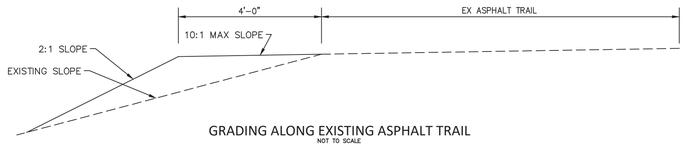
LICENSED PROFESSIONAL ENGINEER
No. 5251757
MIKE E. CARLTON
11/15/2021
STATE OF UTAH
ENGINEER'S STAMP

DATE: 11/15/21

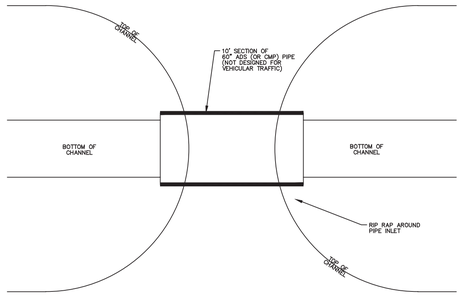
SCALE: NONE

SHEET: C101

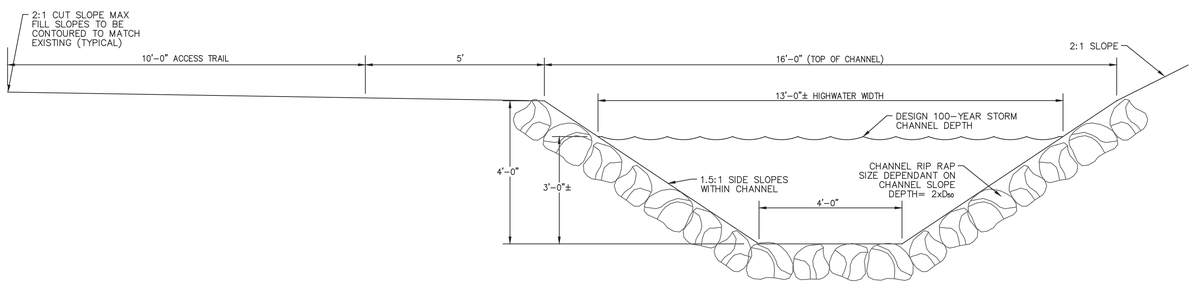


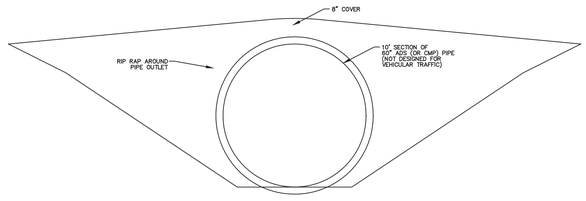

GRADING ALONG EXISTING ASPHALT TRAIL
NOT TO SCALE




OPTIONAL INDIVIDUAL LOT CHANNEL CROSSING
PLAN VIEW
NOT TO SCALE




BROADLEAF CHANNEL CROSS SECTION
NOT TO SCALE




OPTIONAL INDIVIDUAL LOT CHANNEL CROSSING
SECTION VIEW
NOT TO SCALE

WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

DRAWING NOTES:

1. DATE OF CHANNEL SURVEY: NOVEMBER 2017 AND NOVEMBER 2021.
2. THE EXISTING CHANNEL EASEMENT AND TRAIL EASEMENT WAS LOCATED PER THE RECORDED DRY CREEK HIGHLANDS PHASE 3 PLAT.

| NO. | REVISION | DATE |
|---|---|---|
| | | |

PROJECT INFORMATION

# HIGHLAND CITY BROADLEAF CHANNEL RECONSTRUCTION

## SITE PLAN / CROSS SECTION

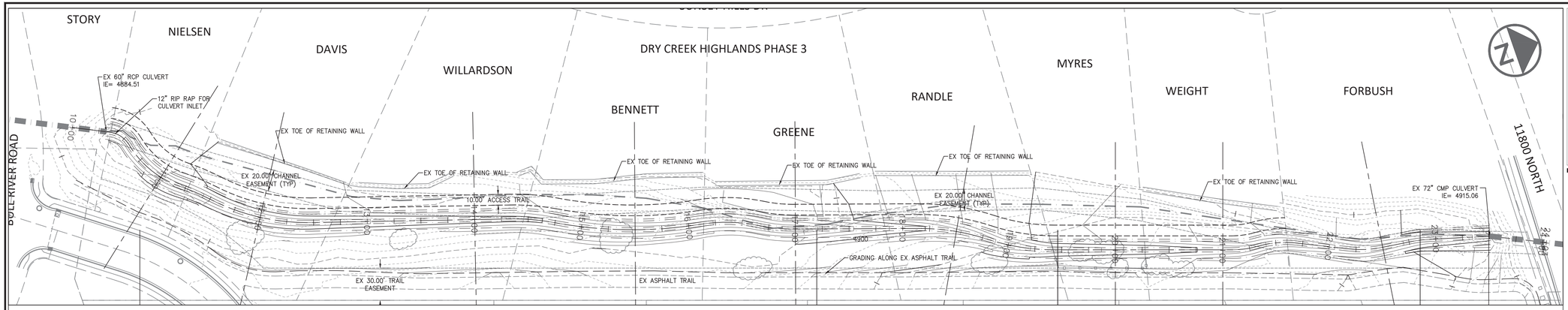
HIGHLAND CITY, UTAH

| DRAWN | CHECKED | PROJECT # |
|---|---|---|
| MEC | | 19093 |

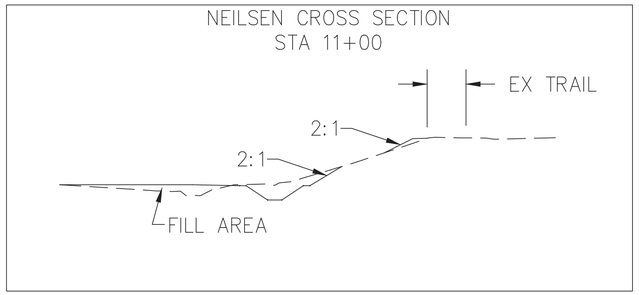
LICENSED PROFESSIONAL ENGINEER
No. 5251757
MIKE E. CARLTON
11/15/2021
STATE OF UTAH
ENGINEER'S STAMP

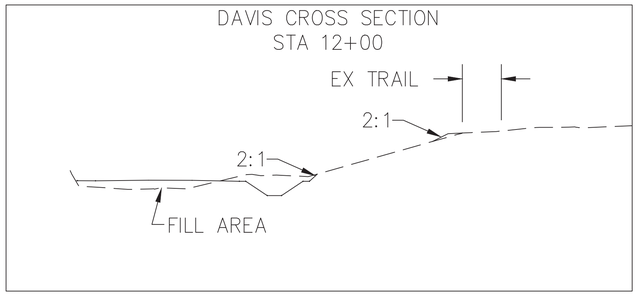
DATE: 11/15/21
SCALE: 1" = 50'
SHEET: C201

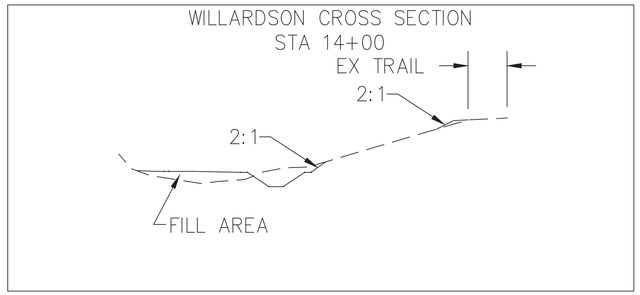
G:\DATA\19093 Highland City Broadleaf Channel\dwg\C101 - Highland City Broadleaf Channel Overall.dwg
PLOT DATE: Nov 15, 2021

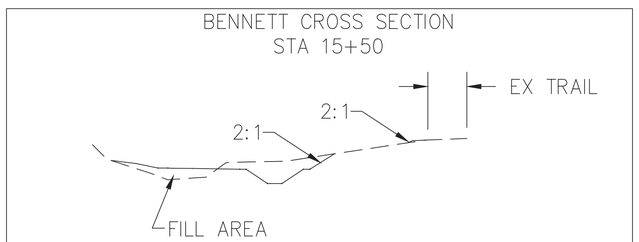


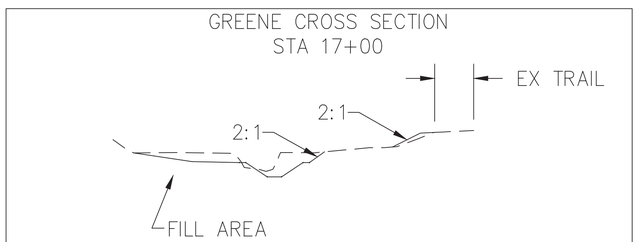

NOTE: ALL SECTIONS ARE LOOKING NORTHWARD AND ARE AT 1"=20' SCALE

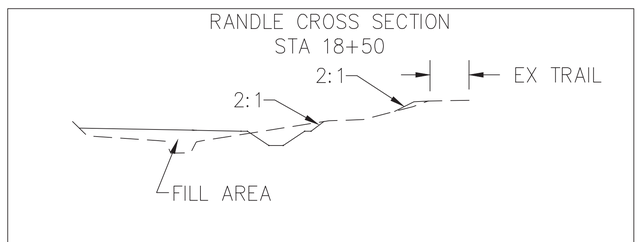


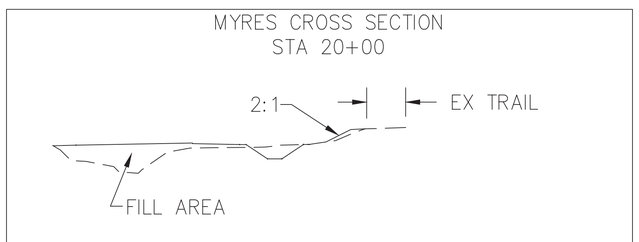



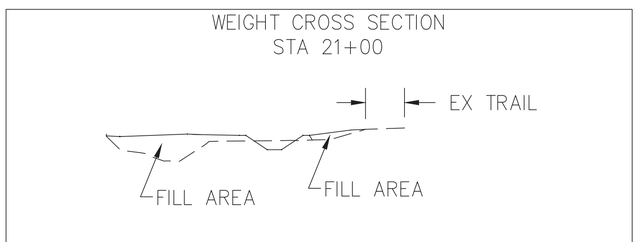



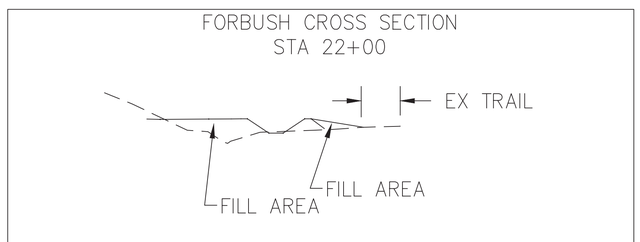




WILDING
ENGINEERING
14721 South Heritage Crest Way
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801.553.8112
www.wildingengineering.com

DRAWING NOTES:

G:\DATA\19093 Highland City Broadleaf Channel\dwg\C301 - Highland City Broadleaf Channel PP.dwg
PLOT DATE: Nov 15, 2021

| NO. | REVISION | DATE |
|---|---|---|
| | | |

PROJECT INFORMATION

# HIGHLAND CITY BROADLEAF CHANNEL RECONSTRUCTION

CROSS SECTIONS

HIGHLAND CITY, UTAH

| DRAWN | CHECKED | PROJECT # |
|---|---|---|
| MEC | | 19093 |

LICENSED PROFESSIONAL ENGINEER
No. 5251757
MIKE E. CARLTON
11/15/2021
STATE OF UTAH
ENGINEER'S STAMP

DATE 11/15/21

PLAN VIEW SCALE 1" = 50'

CROSS SECTIONS SCALE 1" = 20'

SHEET C302

AGENDA NEXT

HIGHLAND CITY

# CITY COUNCIL AGENDA REPORT
# ITEM #8

**DATE:** January 11, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Andy Spencer, PE
City Engineer/Public Works Director

**SUBJECT:** **ACTION:** Vacation and Release of Easement for the Broadleaf Hollow Channel

**TYPE:** **LEGISLATIVE:** The Council is acting in a legislative capacity in vacating and releasing an existing easement.

**PURPOSE:**
The City Council will consider a request to approve a vacation and release of easement of the twenty feet wide storm drain easement as recorded on the Dry Creek Highlands Phase 3 Plat for lots 302 through 309. This vacation will be approved contingent upon the recording of a new easements by the owners of lots 302 through 309. The Council will take appropriate action.

**BACKGROUND:**
The Broadleaf Channel storm-drainage facility has meandered outside of the easement corridor that was dedicated with the Dry Creek Highlands Phase 3 development and subdivision plat which has impacted Lots 302~310.

The City staff have been meeting with the residents along the Broadleaf Channel corridor. The objective of these meetings has been to select an alignment and easement condition that will provide the City a long-term and maintainable storm-drainage channel and minimize the impact on the residents.

On Tuesday, September 21st, 2021, the City Council approved the new channel easement for Dry Creek Highlands Phase 3 lot 308 and authorized staff to make preparations for the adjusted easement on the entire project and place the reconstruction project out to bid. As part of this motion, the Council directed staff to look at fencing alternatives along the trail. Currently no fencing is permitted.

Staff has discussed the fence issue and recommends that an open or partially open fence be allowed at the property owner's sole expense. The fence would be placed along the trail easement boundary between the trail and the channel. It is necessary that City staff be able to readily observe the channel, therefore at least a portion of the fence needs to be easily

seen through. The City fence ordinance has guidelines that dictate what fencing can be placed along trail and open space corridors. However, in this case the open space allowance allowing a solid fence if the open space is greater than 40-foot in total width could not be applied. This fence would need to conform with the City fencing ordinance provision for areas that are less than 40-feet in width. Additionally, this fence would also need to contain 20-foot gates for City access for channel maintenance. If several lots were fenced, the access gates could be at common lot lines. If only one lot was fenced, that lot would need to contain the gate on that property. Any side fences would need to be placed over the private channel crossing detail included in the attached plans where a pipe is placed in the channel at the property line to allow the fence to cross the channel. These side fences would also need to be open or partially open. The residents would have to accept responsibility and liability for any damage that occurs to their fence, property, or adjacent property that results from debris catching on the pipe or fence and ensuing water damage. These conditions should be included and agreed upon by the residents within in the new easements.

The new storm-drainage channel easements for each lot (302 through 309) along the project have been prepared and are anticipated to be agreed upon and signed by the property owners. The challenge has been determining which should proceed first: the authorization for construction of the new channel, the signing of the new easements, or the vacation of the old easements. Staff is proposing that the easement vacation and construction be approved subject to the signing of the new easements.

**FISCAL IMPACT:**

The budget line item 54-40-25, Storm Sewer System Reconstruction has $220,000 that has been slated for this construction based on the initial reconstruction bid. That reconstruction project bid has now expired. The project has gone out to bid and the bid winner has been selected. This contract will be presented in another item to City Council.

**RECOMMENDATION:**

Staff recommends that the City Council **APPROVE** the vacation and release of the existing twenty-foot wide storm drain easement as recorded on the Dry Creek Highlands Phase 3 Plat for lots 302 through 309 and **AUTHORIZE** the Mayor to execute the necessary contract documents for the project.

**PROPOSED MOTION:**

I move that the City Council **APPROVE** and **AUTHORIZE** the Mayor to sign the vacation and release of easement as recorded on the Dry Creek Highlands Phase 3 Plat for lots 302 through 309. Instruct staff to add an allowance in the new easement documents approved on Sept. 21, 2021 that allows an open or semi-open fence to be placed at the edge of the trail easement between the channel and trail and implements the other conditions for fencing discussed in the staff report.

**ALTERNATIVE MOTION:**

I move that the City Council **REJECT** the vacation and release of easement. (The Council should draft appropriate findings).

**ATTACHMENTS:**

1. City Council Minutes 9/21/2021
2. Lot 308 vacation agreement (typical verbiage for all lots).
3. Plat with easements and notes to be vacated highlighted.
4. New Lot 308 easement for storm drain channel approved on Sept. 21, 2021. (Provided for reference only).

*Council Member Kurt Ostler MOVED that the City Council ADOPT the proposed ordinance amending Highland City Code section 2.44.030 Disposal of Real Public Property adding back in B1 to declare the property surplus at a regularly scheduled city council meeting. 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* |
| *Council Member Scott L. Smith* | *Yes* |

*The motion passed 5:0.*

## 5. ACTION: BROADLEAF CHANNEL EASEMENT AND RECONSTRUCTION PROJECT *Legislative*

The City Council will consider a request to approve a new channel easement on Lot 308 of Dry Creek Highlands Phase 3 subdivision. The Council will also review the easement approach that has been coordinated with the residents on the Broadleaf Channel corridor and staff's request to put the project out to bid.

City Engineer Andy Spencer explained that the primary issue was finding a new location for the channel easement on lot 308 given the intense amount of erosion and the meandering beyond the area originally platted. He said given the nine homes facing this channel, this could become a long term issue. The City needed to find a new location for the channel and create new easements to mitigate erosion and destruction to the area. The biggest challenge was to find a plan for the channel and easements that pleases the residents. Desire had been expressed to have that channel exist in the easement that was originally in the lot. This would require fortifying the area with rocks. There was discussion regarding pushing the channel towards the trail though this would present conservation problems. Staff had met with or spoken on the phone with some affected residents and buyers and how the Meyer's parcel would be affected. Residents have been welcoming and were anxious to have a resolution for this issue.

City Engineer Andy Spencer then went through the layout of the area. He said the first 30 feet is the trail easement, so there will be an area that must be sloped and differentiated from the rest of the channel. The Meyer's property will have a nine feet slope reinforced with rock along with a five foot easement on the western portion of the channel. He said this would become a new channel easement. He said there may be difficulties in mitigating where tractors are allowed. City Engineer Andy Spencer also looked at the edge of the access easement, and said this varies lot by lot.

Council Member Smith asked for clarification as it looks like they are pushing the channel east. City Engineer Andy Spencer said property owners would still be able to make changes to their property as the channel moves. Council Member Ostler asked what happens if the stream starts meandering to which City Engineer Andy Spencer said they would line the channel with more rocks to help prevent more damage. He said having a fence could be a risk though there would be a ten feet buffer. Council Member Ostler asked more about the easement. Mr. Patterson felt this would not be a huge issue as it was not designed as a conservation easement. Council Member Smith asked for comments from the public.

Tonya Colledge said she lives in lot 310. She said she has been a major recipient of this problem and expressed gratitude for the City acting. She said they did not agree to move the easement on their property as they would have a huge net loss of property. She said she recognized that this was for the greater good, but had some reservations. She said she did not feel rocks would solve the problem, and the best solution would be piping the area. Given the cost for the project, she felt this current construction plan was not feasible. She stressed that she wanted to fix the property but asked for more cost effective measures that consider future developments. Ms. Colledge also expressed concern over safety issues having a ditch present and kids in the area.

John Meyers said he appreciated the efforts to find a solution and emphasized the excitement people have over the resolution.

City Engineer Andy Spencer addressed Mr. Meyers' lot, and how it is a test case. He noted the easement vacation would not happen until the channel was moved and discussed the steps needed to be taken. Council Member Ball asked if this was addressed by the developer and who the developer might be. He also asked why they aren't having the developer do more assessment work. Mr. Patterson said they were going with the original developer though they may not be responsible for damages as it was the City's responsibility to maintain the area. Council Member Ball said it seemed like the City was not following up with the developers. Mayor Mann said all the City could do now is sign off on the construction. Council Member Ball asked about restrictions they can impose on the developers to which Mr. Patterson said they cannot restrict the developer process beyond what they agree upon ahead of time.

Council Member Bills asked what the cost would be to pipe the area. City Engineer Andy Spencer said he did not know. Council Member Bills asked if they could add a fence on the other side. Ms. Colledge said she would like to see a permanent fence on the edge of the trail easement. Mayor Mann asked for clarification. He asked if they just wanted the ability to build a fence, to which Ms. Colledge said yes. Council Member Ostler expressed some concern over fence length and proximity to the trail, especially given the slope. Mayor Mann said they could play around with the height of the fence, and City Engineer Andy Spencer said this construction could work.

Council Member Ostler expressed some reservations about piping given the velocity of the water and the potential for more erosion. Council Member Bills said they should consider fencing more in depth.

City Engineer Andy Spencer said his goals for the discussion tonight included determining the build lines and the procedure for vacating the old easement. He said once they figure those things out they can address fencing and other concerns. He said the Meyers are anxious to do something with their property and need to get ahead of the formal construction process. He ended the discussion point by encouraging staff to explore the issue further.

*Council Member Kim Rodela MOVED that the City Council APPROVE the channel easement for Dry Creek Highlands Phase 3 lot 308 and AUTHORIZE staff to make preparations for the adjusted easement on the entire project and place the reconstruction project out to bid, and also direct staff to look into fencing along the trail. 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* |
| *Council Member Scott L. Smith* | *Yes* |

WHEN RECORDED, MAIL TO:
Highland City
5400 West Civic Center Drive
Highland City, Utah 84003

# VACATION AND RELEASE OF EASEMENT

Utah County

The CITY of HIGHLAND, a Utah municipal corporation, hereinafter referred to as the "CITY", hereby vacates, abandons, and releases all interest, right, and claim to the "20' WIDE STORM DRAIN EASEMENT" and to Note 6, which note provides, "NO BUILDINGS ARE ALLOWED TO BE BUILT EAST OF THE STORM DRAIN EASEMENT LINE," as shown on the DRY CREEK HIGHLANDS PHASE 3 plat, recorded on January 20, 2005 as Entry Number 6288:2005, Map Number 10896 as these matters are related to and contained within the following described property within Utah County, such property hereinafter referred to as the "PROPERTY":

TAX NO. 37:220:0308

LEGAL DESCRIPTION: LOT 308, DRY CREEK HIGHLANDS PHASE 3 plat, recorded on January 20, 2005 as Entry Number 6288:2005, Map Number 10896

PROVIDED, that nothing in this NOTICE OF VACATION AND RELEASE shall operate or be interpreted to vacate, abandon, or release any interest the CITY has or may have in any other easement, right, or interest associated with the PROPERTY or the DRY CREEK HIGHLANDS PHASE 3 plat, recorded on January 20, 2005 as Entry Number 6288:2005, Map Number 10896. The CITY specifically retains all right and interest to the easement of record for a storm-drainage gathering, routing, and conveyance facility and the related right of access, the 30' public trail easement, all public utility easements, and all other easements, plat notes, and other matters of record.

PROVIDED FURTHER, that nothing in this NOTICE OF VACATION AND RELEASE shall operate be interpreted to affect any lot, property, or other matter shown on or described in the DRY CREEK HIGHLANDS PHASE 3 plat, recorded on January 20, 2005 as Entry Number 6288:2005, Map Number 10896.

WITNESS the execution hereof this _____ day of _____, 2021

_____

STATE OF UTAH )
) ss.
COUNTY OF UTAH )

On the _____ day of _____, 20___, personally appeared before me

_____,

the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

_____

Notary Public

# DRY CREEK HIGHLANDS PHASE 3

LOCATED IN THE SOUTHEAST HALF OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
CITY OF HIGHLAND, UTAH COUNTY, UTAH

CITY ADMINISTRATOR

APPROVED AS TO FORM THIS 17th DAY OF Jan A.D. 2005

HIGHLAND CITY ADMINISTRATOR

EASEMENT APPROVAL

Qwest Communications 1/5/2005

Utah Power and Light 1-5-05

Questar Gas Co

Comcast Cable 1/5/05

LEGEND

- 10' — 10' DRAINGE AND PUBLIC UTILITY EASEMENT (D. AND P.U.E.) AS SHOWN ON THIS PLAT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- MONUMENT TO BE SET
- EXISTING MONUMENT
- STREET LIGHT
- BOUNDARY CORNER SET WITH REBAR & CAP
- BUILDABLE AREA SET BACKS: 30' FRONT, 30' REAR, 15' SIDE

NOTES:

1) FENCING FOR LOTS 312 & 315 TO BE INSTALLED @ 30' SETBACK FROM SUNSET HILLS DR. & SUNSET HILLS CT. ROW'S
2) EACH HOMEOWNER IS ENTITLED TO ONE TREE PER LOT WHICH MAY BE OBTAINED THROUGH THE CITY AFTER RECEIVING A CERTIFICATE OF OCCUPANCY. THE TREE SHALL BE PLANTED WITHIN ONE YEAR FROM THE DATE THE CERTIFICATE OF OCCUPANCY IS GRANTED.
3) FENCES ALONG OPEN SPACE SHALL BE SIXTY-SIX PERCENT (66%) OPEN IF SIX (6) FEET TALL OR FOUR (4) FEET TALL. A FENCE PERMIT IS REQUIRED PRIOR TO INSTALLING ANY FENCE.
4) 70% OF THE FRONT YARD LANDSCAPING SHALL BE INSTALLED BY THE HOMEOWNER WITHIN ONE YEAR AFTER RECEIVING A CERTIFICATE OF OCCUPANCY.
5) LANDSCAPING AND CONSTRUCTION MATERIALS OF ANY TYPE ARE NOT PERMITTED ON OR WITHIN THE STREET, CURB & GUTTER, PARK STRIP OR SIDEWALK.
6) NO BUILDINGS ARE ALLOWED TO BE BUILT EAST OF THE STORM DRAIN EASEMENT LINE.

TYPICAL LOT DETAIL (NON-CORNER LOT) NTS




CORNER LOT SETBACK NOTE:
LOTS 301, 316, 317, 318, 319 & 322 REQUIRE 30' SIDE-YARD SETBACK ON STREET SIDE OF LOT IN ADDITION TO THE STD. 30' FRONT-YARD SETBACK.

TYPICAL LOT DETAIL (CORNER LOT) NTS

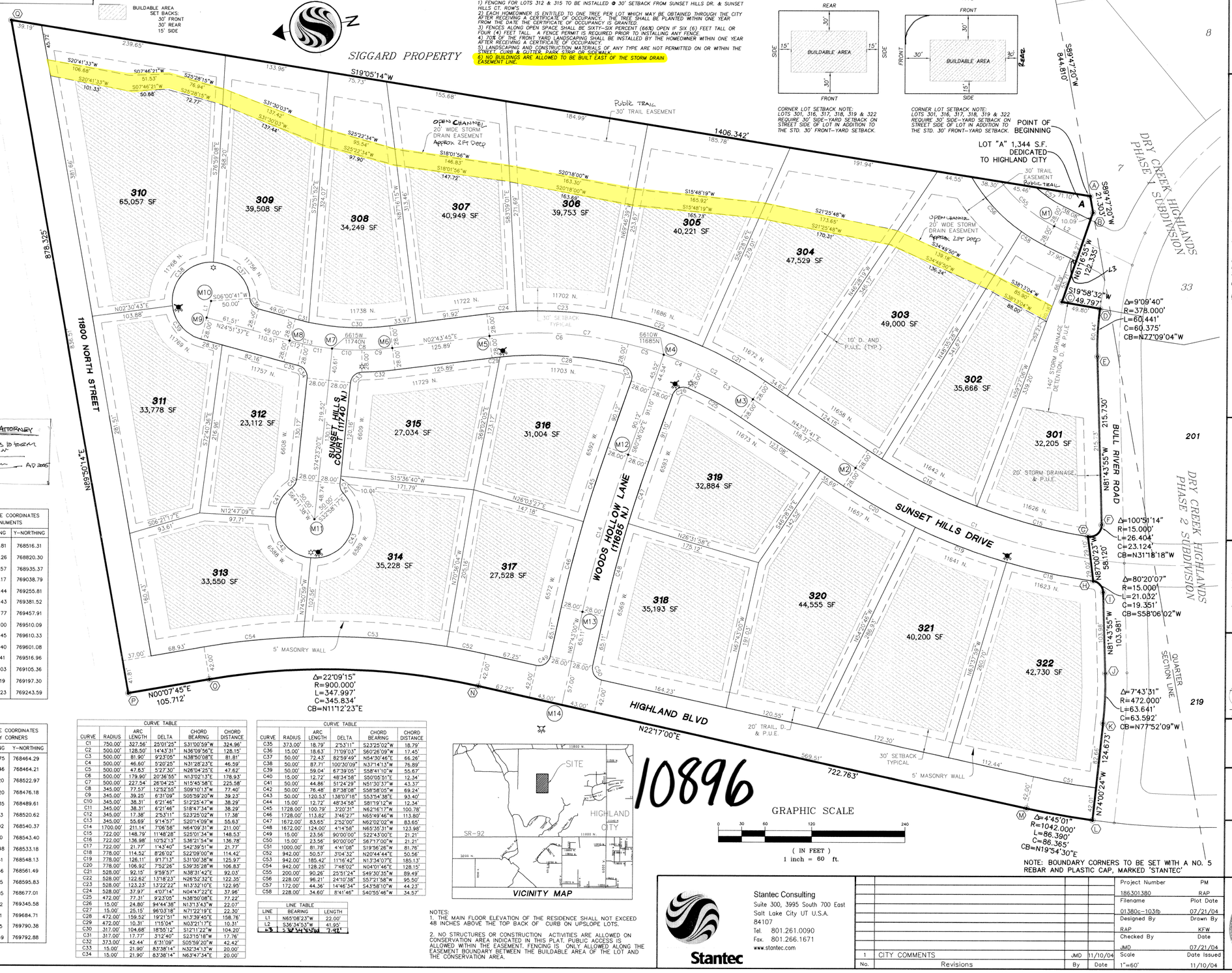



CORNER LOT SETBACK NOTE:
LOTS 301, 316, 317, 318, 319 & 322 REQUIRE 30' SIDE-YARD SETBACK ON STREET SIDE OF LOT IN ADDITION TO THE STD. 30' FRONT-YARD SETBACK.

SOUTHEAST CORNER OF SECTION 27
TOWNSHIP 4 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
FOUND BRASS CAP

EAST QUARTER CORNER OF SECTION 27
TOWNSHIP 4 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
FOUND BRASS CAP

S00°01'34"E BASIS OF BEARING
2652.32' (MEASURED)
2662.18' (RECORD)




CITY ATTORNEY

APPROVED AS TO FORM THIS 17th DAY OF Jan A.D. 2005

| STATE PLANE COORDINATES MONUMENTS | | |
|---|---|---|
| NO. | X-EASTING | Y-NORTHING |
| M1 | 1912569.81 | 768516.31 |
| M2 | 1912308.26 | 768820.30 |
| M3 | 1912417.57 | 768935.37 |
| M4 | 1912493.17 | 769038.79 |
| M5 | 1912554.44 | 769255.81 |
| M6 | 1912560.43 | 769381.52 |
| M7 | 1912572.77 | 769457.91 |
| M8 | 1912592.00 | 769510.09 |
| M9 | 1912638.45 | 769610.33 |
| M10 | 1912658.40 | 769601.08 |
| M11 | 1912361.41 | 769516.96 |
| M12 | 1912375.03 | 769105.36 |
| M13 | 1912185.19 | 769197.30 |
| M14 | 1912072.23 | 769243.59 |

| STATE PLANE COORDINATES BOUNDARY CORNERS | | |
|---|---|---|
| NO. | X-EASTING | Y-NORTHING |
| A | 1912599.75 | 768464.29 |
| B | 1912578.46 | 768464.21 |
| C | 1912471.20 | 768522.97 |
| D | 1912454.20 | 768476.18 |
| E | 1912395.35 | 768489.61 |
| F | 1912181.93 | 768520.62 |
| G | 1912169.92 | 768540.37 |
| H | 1912111.90 | 768543.40 |
| I | 1912095.48 | 768533.18 |
| J | 1911992.61 | 768548.13 |
| K | 1911930.46 | 768561.49 |
| L | 1911810.65 | 768595.83 |
| M | 1911840.05 | 768677.01 |
| N | 1912114.02 | 769345.58 |
| O | 1912181.21 | 769684.71 |
| P | 1912181.45 | 769790.38 |
| Q | 1913059.49 | 769792.88 |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | ARC LENGTH | DELTA | CHORD BEARING | CHORD DISTANCE |
| C1 | 750.00' | 327.56' | 25°01'25" | S31°00'59"W | 324.96' |
| C2 | 500.00' | 128.50' | 14°43'31" | N36°09'56"E | 128.15' |
| C3 | 500.00' | 81.90' | 9°23'05" | N38°50'08"E | 81.81' |
| C4 | 500.00' | 46.60' | 5°20'25" | N31°28'23"E | 46.59' |
| C5 | 500.00' | 47.63' | 5°27'30" | N26°04'25"E | 47.62' |
| C6 | 500.00' | 179.90' | 20°36'55" | N13°02'13"E | 178.93' |
| C7 | 500.00' | 227.54' | 26°04'25" | N15°45'38"E | 225.58' |
| C8 | 345.00' | 77.57' | 12°52'55" | S09°10'13"W | 77.40' |
| C9 | 345.00' | 39.25' | 6°31'09" | S05°39'20"W | 39.23' |
| C10 | 345.00' | 38.31' | 6°21'46" | S12°25'47"W | 38.29' |
| C11 | 345.00' | 38.31' | 6°21'46" | S18°47'34"W | 38.29' |
| C12 | 345.00' | 17.38' | 2°53'11" | S23°25'02"W | 17.38' |
| C13 | 345.00' | 55.69' | 9°14'57" | S20°14'09"W | 55.63' |
| C14 | 1700.00' | 211.14' | 7°06'58" | N64°09'31"W | 211.00' |
| C15 | 722.00' | 148.79' | 11°48'28" | S25°01'34"W | 148.53' |
| C16 | 722.00' | 136.98' | 10°52'13" | S36°21'54"W | 136.78' |
| C17 | 722.00' | 21.77' | 1°43'40" | S42°39'51"W | 21.77' |
| C18 | 778.00' | 114.52' | 8°26'02" | S22°09'00"W | 114.42' |
| C19 | 778.00' | 126.11' | 9°17'13" | S31°00'38"W | 125.97' |
| C20 | 778.00' | 106.92' | 7°52'26" | S39°35'28"W | 106.83' |
| C21 | 528.00' | 92.15' | 9°59'57" | N38°31'42"E | 92.03' |
| C22 | 528.00' | 122.62' | 13°18'23" | N26°52'32"E | 122.35' |
| C23 | 528.00' | 123.23' | 13°22'22" | N13°32'10"E | 122.95' |
| C24 | 528.00' | 37.97' | 4°07'14" | N04°47'22"E | 37.96' |
| C25 | 472.00' | 77.31' | 9°23'05" | N38°50'08"E | 77.22' |
| C26 | 15.00' | 24.80' | 94°44'38" | N13°13'43"W | 22.07' |
| C27 | 15.00' | 25.15' | 96°03'18" | N71°22'19"E | 22.30' |
| C28 | 472.00' | 159.52' | 19°21'51" | N13°39'45"E | 158.76' |
| C29 | 472.00' | 10.31' | 1°15'04" | N03°21'17"E | 10.31' |
| C30 | 317.00' | 104.68' | 18°55'12" | S12°11'22"W | 104.20' |
| C31 | 317.00' | 17.77' | 3°12'40" | S23°15'18"W | 17.76' |
| C32 | 373.00' | 42.44' | 6°31'09" | S05°39'20"W | 42.42' |
| C33 | 15.00' | 21.90' | 83°38'14" | N32°34'13"W | 20.00' |
| C34 | 15.00' | 21.90' | 83°38'14" | N63°47'34"E | 20.00' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | ARC LENGTH | DELTA | CHORD BEARING | CHORD DISTANCE |
| C35 | 373.00' | 18.79' | 2°53'11" | S23°25'02"W | 18.79' |
| C36 | 15.00' | 18.63' | 71°09'03" | S60°26'09"W | 17.45' |
| C37 | 50.00' | 72.43' | 82°59'49" | N54°30'46"E | 66.26' |
| C38 | 50.00' | 87.71' | 100°30'09" | N37°14'13"W | 76.89' |
| C39 | 50.00' | 59.04' | 67°39'05" | S58°41'10"W | 55.67' |
| C40 | 15.00' | 12.72' | 48°34'58" | S50°05'51"E | 12.34' |
| C41 | 50.00' | 44.86' | 51°24'29" | N51°30'37"W | 43.37' |
| C42 | 50.00' | 76.48' | 87°38'08" | S58°58'05"W | 69.24' |
| C43 | 50.00' | 120.53' | 138°07'18" | S53°54'38"E | 93.40' |
| C44 | 15.00' | 12.72' | 48°34'58" | S81°19'12"W | 12.34' |
| C45 | 1728.00' | 100.79' | 3°20'31" | N62°16'17"W | 100.78' |
| C46 | 1728.00' | 113.82' | 3°46'27" | N65°49'46"W | 113.80' |
| C47 | 1672.00' | 83.65' | 2°52'00" | N62°02'02"W | 83.65' |
| C48 | 1672.00' | 124.00' | 4°14'58" | N65°35'31"W | 123.98' |
| C49 | 15.00' | 23.56' | 90°00'00" | S22°43'00"E | 21.21' |
| C50 | 15.00' | 23.56' | 90°00'00" | S67°17'00"W | 21.21' |
| C51 | 1000.00' | 81.78' | 4°41'08" | S19°56'26"W | 81.76' |
| C52 | 942.00' | 50.57' | 3°04'32" | N20°44'44"E | 50.56' |
| C53 | 942.00' | 185.42' | 11°16'42" | N13°34'07"E | 185.13' |
| C54 | 942.00' | 128.25' | 7°48'02" | N04°01'46"E | 128.15' |
| C55 | 200.00' | 90.26' | 25°51'24" | S49°30'35"W | 89.49' |
| C56 | 228.00' | 96.21' | 24°10'38" | S57°21'58"W | 95.50' |
| C57 | 172.00' | 44.36' | 14°46'34" | S43°58'10"W | 44.23' |
| C58 | 228.00' | 34.60' | 8°41'46" | S40°55'46"W | 34.57' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N65°08'23"W | 22.00' |
| L2 | S36°34'53"W | 41.95' |
| L3 | S36°34'53"W | 7.42' |




10896

GRAPHIC SCALE
0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

NOTES:
1. THE MAIN FLOOR ELEVATION OF THE RESIDENCE SHALL NOT EXCEED 48 INCHES ABOVE THE TOP BACK OF CURB ON UPSLOPE LOTS.

2. NO STRUCTURES OR CONSTRUCTION ACTIVITIES ARE ALLOWED ON CONSERVATION AREA INDICATED IN THIS PLAT. PUBLIC ACCESS IS ALLOWED WITHIN THE EASEMENT. FENCING IS ONLY ALLOWED ALONG THE EASEMENT BOUNDARY BETWEEN THE BUILDABLE AREA OF THE LOT AND THE CONSERVATION AREA.

NOTE: BOUNDARY CORNERS TO BE SET WITH A NO. 5 REBAR AND PLASTIC CAP, MARKED 'STANTEC'


Stantec Consulting
Suite 300, 3995 South 700 East
Salt Lake City UT U.S.A.
84107
Tel. 801.261.0090
Fax. 801.266.1671
www.stantec.com


| No. | Revisions | By | Date |
|---|---|---|---|
| 1 | CITY COMMENTS | JMD | 11/10/04 |

| | |
|---|---|
| Project Number | PM |
| 186301380 | RAP |
| Filename | Plot Date |
| 01380c-103fb | 07/21/04 |
| Designed By | Drawn By |
| RAP | KFW |
| Checked By | Date |
| JMD | 07/21/04 |
| Scale | Date Issued |
| 1"=60' | 11/10/04 |

## SURVEYOR'S CERTIFICATE

I, J. Michael DeMass, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 174007, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, streets, and open spaces, hereafter to be known as:

**DRY CREEK HIGHLANDS PHASE 3**

and that the same has been surveyed and staked on the ground as shown on this plat. I further certify that all lots meet the area, frontage and width requirements of the applicable zoning ordinance.

Nov 10, 04
DATE

J. MICHAEL DEMASS
P.L.S. 174007

## DRY CREEK HIGHLANDS PHASE 3 BOUNDARY DESCRIPTION

Beginning at a point S89°47'20"W 844.810 feet from the East Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said point being a point on the Northerly Boundary Line of Dry Creek Highlands Phase 1 Subdivision, recorded as Entry No. 124112:2003 as Map No. 10104 in the Utah County Recorder's Office thence as follows

| Course | Distance | Remarks |
|---|---|---|
| S89°47'20"W | 21.303 feet | along the Quarter Section Line |
| N61°16'55"W | 122.335 feet | |
| S19°58'32"W | 49.797 feet | thence leaving said Northerly Boundary Line of Dry Creek Highlands Phase 1 Subdivision to a point on a 378.000 foot radius curve to the left, thence Westerly 60.441 feet along the arc of said curve, chord bears N77°09'04"W 60.375 feet |
| N81°43'55"W | 215.730 feet | to a point on a 15.000 foot radius curve to the right, thence Northwesterly 26.404 feet along the arc of said curve, chord bears N31°18'18"W 23.124 feet |
| N87°00'23"W | 58.120 feet | to a point on a 15.000 foot radius curve to the right, thence Southwesterly 21.032 feet along the arc of said curve, chord bears S58°06'02"W 19.351 feet |
| N81°43'55"W | 103.981 feet | to a point on a 472.000 foot radius curve to the right, thence Northwesterly 63.641 feet along the arc of said curve, chord bears N77°52'09"W 63.592 feet |
| N74°00'24"W | 124.673 feet | to a point on the centerline of Highland Blvd, said point also being a point on a 1042.000 foot radius curve to the right, thence Northeasterly 86.390 feet along the arc of said curve, chord bears N19°54'30"E 86.365 feet |
| N22°17'00"E | 722.763 feet | along the centerline of said Highland Blvd to a point on a 900.000 foot radius curve to the left, thence Northwesterly 347.997 feet along the arc of said curve, chord bears N11°12'23"E 345.834 feet |
| N00°07'45"E | 105.712 feet | along the centerline of said Highland Blvd |
| N89°50'14"E | 878.325 feet | |
| S19°05'14"W | 1406.342 feet | to the point of beginning. |

Contains 22 lots on 23.775 acres.

Basis of Bearing: S00°01'34"E from the East Quarter Corner to the Southeast Corner of Section 27, Township 4 South, Range 1 East, Salt Lake and Meridian.

UTAH POWER
11/11/04
Craig S. Fridgen

"Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat may as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE."

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE _____ UNDERSIGNED OWNER(S) OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS PLAT AND SUBJECT TO ANY RESTRICTIONS AND CONDITIONS STATED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, OPEN SPACES, AND EASEMENTS TO BE HEREAFTER KNOWN AS

**DRY CREEK HIGHLANDS PHASE 3**

DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 15 DAY OF November A.D. 20 04

Christopher P. Gamvroulas

PRESIDENT, IVORY DEVELOPMENT L.L.C. CHRISTOPHER P. GAMVROULAS

## LIMITED LIABILITY ACKNOWLEDGMENT

ON THE 15 DAY OF November A.D. 20 04 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, Christopher P. Gamvroulas WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT L.L.C.. AND THAT HE SIGNED THE OWNER'S DEDICATION FOR THE PURPOSES THEREIN MENTIONEDAND THAT SAID L.L.C. EXECUTED THE SAME.

MY COMMISSION EXPIRES 02-02-08

Coreet G. Johnson
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

## ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HIGHLAND, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 5th DAY OF October A.D. 2004.

MAYOR Jesse Adams — APPROVED: ENGINEER

ATTEST: CLERK/RECORDER (SEE SEAL BELOW)

Ent 52288:2005 Fee $ 10.00
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 JAN 05 10:42 AM BY BFS
RECORDED FOR HIGHLAND CITY

## BOARD OF HEALTH

APPROVED THIS _____ DAY OF _____, A.D. 20__.

CITY - COUNTY HEALTH DEPARTMENT

## PLANNING COMMISSION APPROVAL

APPROVED THIS 14th DAY OF September, A.D. 2004, BY THE SARATOGA SPRINGS PLANNING COMMISSION.

Secretary

CHAIRMAN, PLANNING COMMISSION

## DRY CREEK HIGHLANDS PHASE 3

LOCATED IN THE SOUTHEAST HALF OF SECTION 27,
TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
CITY OF HIGHLAND, UTAH COUNTY, UTAH
SCALE 1" = 60'

SURVEYOR'S SEAL — REGISTERED LAND SURVEYOR, No. 174007, STATE OF UTAH

NOTARY PUBLIC'S SEAL — COREET G. JOHNSON, NOTARY PUBLIC, STATE OF UTAH, 8918 SOUTH 1300 EAST, SANDY, UTAH 84094, MY COMMISSION EXPIRES FEB. 2, 2008

CITY ENGINEER'S SEAL — HIGHLAND CITY, CITY ENGINEER, 1-6-5, STATE OF UTAH

CLERK-RECORDER'S SEAL — HIGHLAND CITY, CORPORATE SEAL, STATE OF UTAH

\\Ut-prv01-fs01\Projects\active\186301380\drawing\final_phase_3\01380c-103fb.dwg
Nov 10, 2004 - 10:53:18am - Craig Fridgen

WHEN RECORDED, MAIL TO:
Highland City
5400 West Civic Center Drive
Highland City, Utah 84003

# EASEMENT

Utah County

Affecting Tax No. 37:220:0308

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as GRANTOR, hereby grant, convey, sell, and set over unto the CITY of HIGHLAND, a Utah municipal corporation, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement on, over, and across that certain real property located in Utah County, Utah as more particularly described below as **Parcel A** to construct, maintain, operate, repair, inspect, protect, remove and replace a storm-drainage gathering, routing, and conveyance facility. Said storm-drainage facility may, at the sole discretion of the GRANTEE, be in the form of an open channel or piped conveyance. GRANTOR also grants, conveys, sells, and sets over unto the GRANTEE a perpetual non-exclusive easement on, over, and across that certain real property located in Utah County, Utah as more particularly described below as **Parcel B** a right-of-way for the purpose of perpetual access to Parcel A to aid in the maintenance, inspection, construction, protection, removal, and reconstruction of the storm-drainage facility granted in Parcel A to protect and maintain the same. Portions of Parcel A and Parcel B include and are subject to and encumbered by a 30-foot wide public trail easement and public utility easements previously dedicated to GRANTEE on the subdivision plat for Dry Creek Highlands Phase 3, as recorded in the office of the Utah County Recorder as Entry Number 6288:2005, Map Number 10896 and other matters of record. These easements and other matters remain in place and unmodified by the granting of the perpetual easements herein. Parcels A and B hereinafter are collectively called the CORRIDOR, said right-of-way and easement, being situated in Utah County, State of Utah, over and through a parcel of the GRANTOR'S land lying within a strip more particularly described as follows:

**Parcel A - Storm-Drainage Facility Easement**:
Beginning at the northeast corner of Lot 308 Dry Creek Highlands Phase 3, thence South 19°05'14" West 75.73 feet along the east property line to the southeast corner of said lot; thence North 87°15'10" West 62.53 feet along the south property line; thence North 19°05'14" East 88.12 feet; thence South 75°51'52" East 60.22 feet along the north property line to the northeast corner of said lot.

The above described parcel of land contains 4916 square feet or 0.11 acres.

**Parcel B - Storm-Drainage Facility Access and Maintenance Easement**:
Beginning at the northwest corner of Parcel A, thence South 19°05'14" West 88.12 feet along the west boundary of Parcel A, thence North 87°15'10" West 10.42 feet along the south property line; thence North 19°05'14" East 90.19 feet; thence South 75°51'52" East 10.04 feet along the north property line to the beginning point of Parcel B.

The above described parcel of land contains 892 square feet or 0.02 acres.

Parcel A and B are shown in Exhibit 'A' attached hereto and by this reference made a part hereof.

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the CORRIDOR with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the storm-drainage facilities within Parcel A. GRANTEE and its contractors may use Parcel B along and adjacent to the Parcel A as may be reasonably necessary in connection with the construction, inspection, and/or repair of the CORRIDOR. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible, except to the extent that the property is modified or altered in order to protect, install, locate, and otherwise provide for the storm-drainage facility. GRANTEE will maintain and repair the storm-drainage facility.

GRANTOR reserves the right to use and improve the CORRIDOR provided that GRANTOR shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement located within the CORRIDOR nor change the contour thereof without the written consent of GRANTEE. Specific to Parcel B allowable improvements in this parcel shall be grass, shrubs, traditional residential fences, pursuant to a fence permit, and standard concrete flatwork. No sheds, sports courts, lighting, grading changes, or trees will be allowed. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

WITNESS the execution hereof this _____ day of _____, 2021

_____

Sunny Myres, Trustee, The Mohonk Revocable Trust Agreement 11-05-2008

STATE OF UTAH )
) ss.
COUNTY OF UTAH )

On the _____ day of _____, 20___, personally appeared before me

_____,

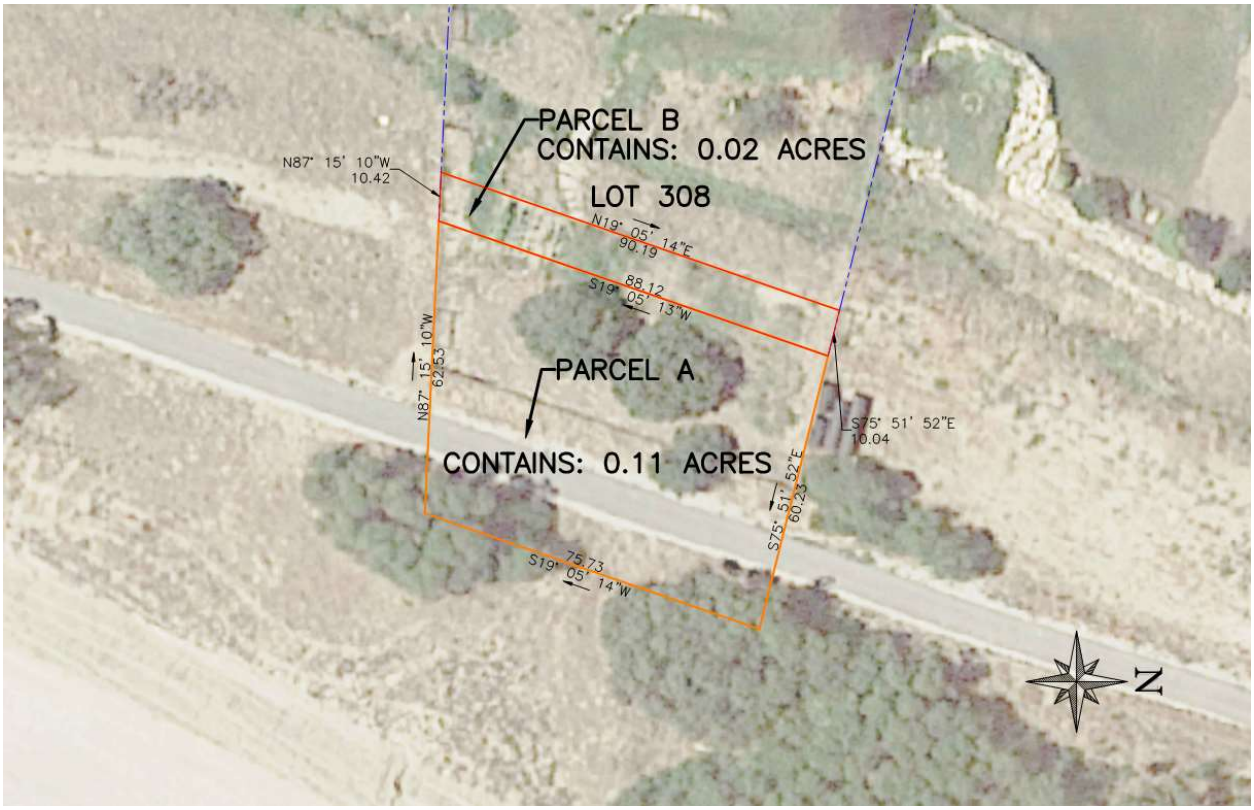
the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

_____
Notary Public

**EXHIBIT A**

**CORRIDOR Easement**

CORRIDOR Easement through the Myres Property



AGENDA NEXT

HIGHLAND CITY

# CITY COUNCIL AGENDA REPORT
# ITEM #9

**DATE:** January 11, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Andy Spencer, Jeff Murdoch

**SUBJECT:** **ACTION:** Agreement between Patterson Construction, Lehi Irrigation and Highland City

**TYPE:** **ADMINISTRATIVE:** The Council is acting in an administrative capacity and fulfilling their responsibilities as the Governing Body as defined in the Municipal Code in providing a drinking water system.

## PURPOSE:

The City Council will consider an agreement with Patterson Development and Lehi Irrigation Company to resolve current and future irrigation and tail water control of the existing Lehi Irrigation Ditch on 11200 North. The Council will take appropriate action.

## BACKGROUND:

Wayne Patterson of Patterson Development is proposing the Sunrise Farms Development at 6000 West and 11200 North. The existing ditch runs along 11200 North, across 6000 West and onto the Patterson (Longhorn) Property. Historically, the ditch ran along the west side of 6000 West to the northeast corner of the property and then west along the top of the slope to water the property that is proposing development. Before the property adjusted the grading, the water would run off the hill and eventually find its way to Dry Creek.

The Lehi Irrigation Company piped the northern section of this ditch in 2006 to prevent flooding off the hill due to the grading adjustments made on the properties. This piping was also to direct water to the western portion of the property, which could facilitate the disbursement of any residual tail water from the ditch line. The ability of this ditch to run tailwater to Dry Creek no longer exists.

Highland City's interest in entering into the agreement is that the portion of the ditch from 5100 West to 6000 West is used for pumping of Well #4 when it is expedient to run water to waste during routine maintenance and operations. Well #4 is located at 5100 West on 11200 North and does not have a retention area or other location to send wastewater to other than this irrigation ditch. Pumping water to waste is an essential function each time the Well is started and before it is sent into the culinary system. Because of our use of the ditch for this function, Highland City has an interest in finding a solution to address tail water flows.

The proposed Sunrise Farms development will eliminate the ditch going to the north and therefore, Wayne Patterson of Patterson Development, Highland City, and Lehi Irrigation Company have agreed in concept to redirect the irrigation ditch under the terms of the attached contract. The contract was prepared by Lehi Irrigation Company. For the foreseeable future, irrigation and tail water will be routed to the southern portion of the undeveloped Patterson property. At that certain time in the future when the balance of the property develops, Patterson Development will pipe the portion of the ditch along their frontage. At that same time, Lehi Irrigation Company and Highland City will be responsible to share the costs equally to get the balance of the pipe to Dry Creek.

The ditch portion to be piped on the east side of 6000 W. will be divided among the three agreement parties included in this agreement. Patterson Development has agreed to pipe the equivalent of the eastern frontage portion of the Sunrise Development which is approximately 500 feet. Highland City and Lehi Irrigation Company will each be responsible for half of the cost for the remaining portion of piping to Dry Creek. This length is approximately 900 feet. The cost sharing percentage is not explicitly clear in the signed agreement as provided to Highland City. However, it is the understanding of the Highland City staff that the intended cost sharing is 50-50. The proposed motion includes a provision for clarifying this percentage in the signed agreement. Current estimates for the Highland City portion of the costs are $150,000. This expense is appropriate to be paid by the culinary water fund as this improvement is necessary to allow the City to operate the water system. The expense was not foreseen or accounted for in the current water rate study. It is an expense that will need to be included in the next water rate study update. As the date of actual construction is unknown, the fiscal year and inflationary cost increase of the expense is difficult to predict.

**FISCAL IMPACT:**
This action will have no impact on the current fiscal years expenditures, however it does obligate the City to future costs as discussed above.

**RECOMMENDATION:**
Staff recommends approval of the agreement and entering into this contract with Lehi Irrigation Company and Wayne Patterson of Patterson Development.

**PROPOSED MOTION:**
I move that City Council **APPROVE** the agreement with Patterson Development, Lehi Irrigation Company, and Highland City and authorize the Mayor to sign the agreement with the provision that the signed agreement clarifies that the Lehi Irrigation and Highland City cost sharing is equal with each entity paying 50% of the shared costs.

**ALTERNATIVE MOTION:** *(if applicable)*

I move that City Council Deny the agreement with Wayne Patterson, Lehi Irrigation Company, and Highland City, (The Council will make appropriate findings)

**ATTACHMENTS:**

1. Agreement as prepared by Lehi Irrigation Company and signed by Wayne Patterson
2. Map showing existing ditch and proposed responsibilities.
3. Sunrise Farms Plat (previously approved, provided for reference only)

**LEHI IRRIGATION COMPANY**
PO Box 316
Lehi, UT 84043

Gary Thomas, *President*
John Bushman, *Secretary*
Secretary tel. no.: 768-8730
fax no.: 768-0872

Lehi Irrigation Company 12/10/2021
Subject: Patterson Development Sunrise Farms Agreement

Wayne Patterson of Patterson Development is proposing the Sunrise Farms Development at 6000 West and 11200 North. The existing ditch runs along 11200 North, across 6000 West onto the Patterson Property. Historically, the ditch ran along the west side of 6000 West to the northeast corner of the property and then west along the top of the slope to water the property that is proposing development. Before the property adjusted the grading, the water would run off the hill and eventually find its way to Dry Creek.

The Irrigation Company piped a section of the northern section of this ditch in 2006 to prevent flooding off the hill due to the grading adjustments made of the properties. This piping was also to direct tail water to the western portion of the property, which could facility the tail water from the ditch line.

The proposed development will eliminate the ditch going to the north and Mr. Patterson and the Irrigation Company agree to this under the following terms:

1- Mr. Patterson will reinstall the culvert under 6000 West as shown in the approved plans for Sunrise Farms and accept and maintain the water from the ditch on the property south of the proposed development. The plans show to connect to the existing tailwater ditch on the property.

2- Mr. Patterson will maintain the existing tailwater until such time as the south property develops at which time an alternative solution will be required.

Option A – Mr. Patterson will install a pipe and needed structures on the east side of 6000 West that will be equivalent to the frontage of the development along 6000 West (Frontage shown on the proposed plat is 500.12'). Highland City has agreed that this location is the prefer option to the west side of the road. Once Mr. Patterson has completed his portion of the future piping, Highland City and Lehi Irrigation Company agree to install the remaining pipe and connect the outfall to Dry Creek.

Option B – If Mr. Patterson can come up with an alternative to direct and utilize the flow on site with future development, an amended agreement can be constructed at that time.

In Summary, the Lehi Irrigation Company agrees to the abandonment of the ditch along the west side of 6000 West and Mr. Patterson agrees to a future condition of installing pipe on the East side of 6000 West when development continues on the southern portion of the property or at a time deemed necessary by both parties.

Wayne Patterson — Dec. 21st 2021
Wayne Patterson — Date
Patterson Development

Gary Thomas — Date
President, Lehi Irrigation Company

~~Andy Spencer~~ Kurt Ostler — Date
Highland City Mayor

HIGHLAND CITY

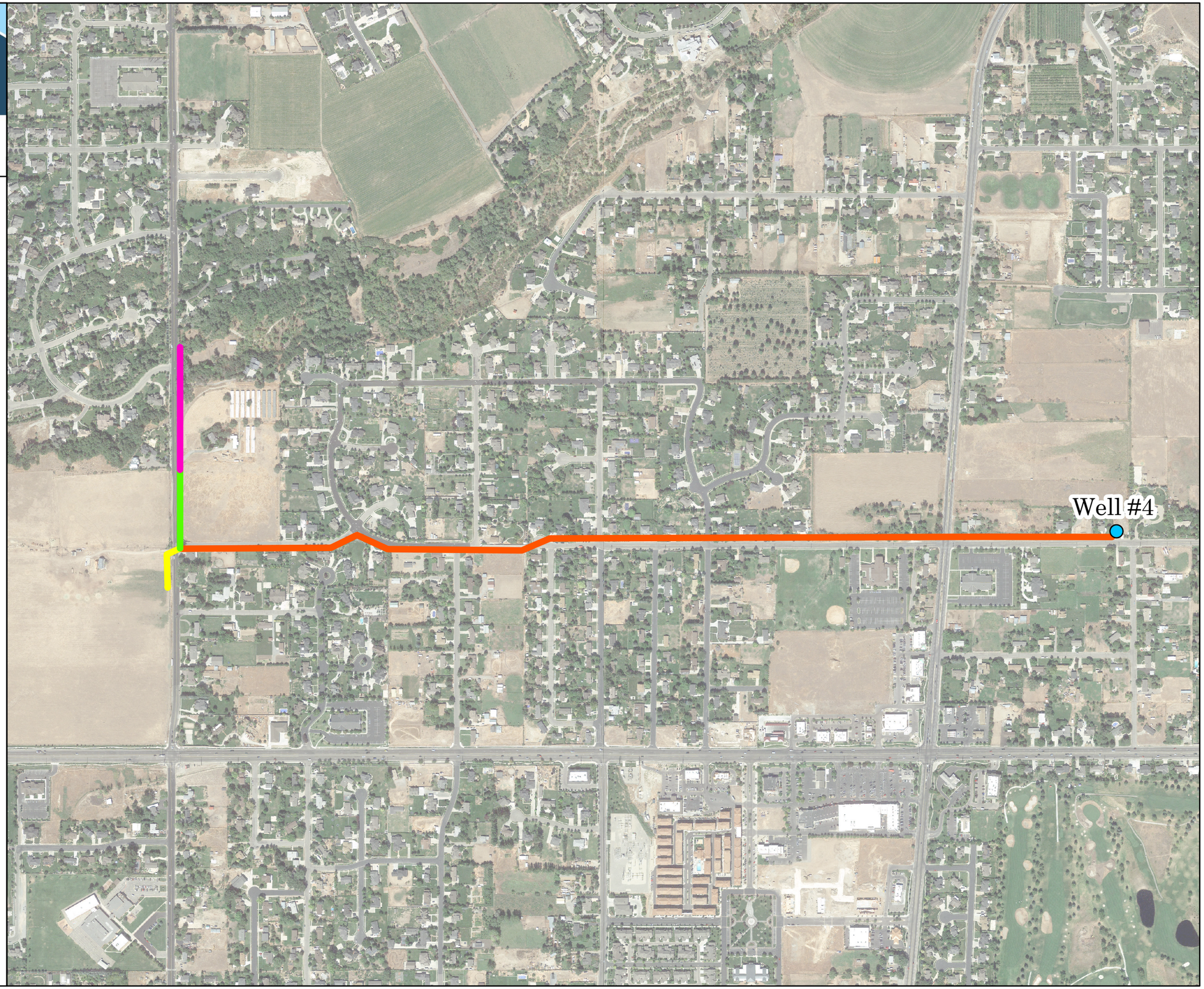
# WELL #4
# TAILWATER FLOW PATH

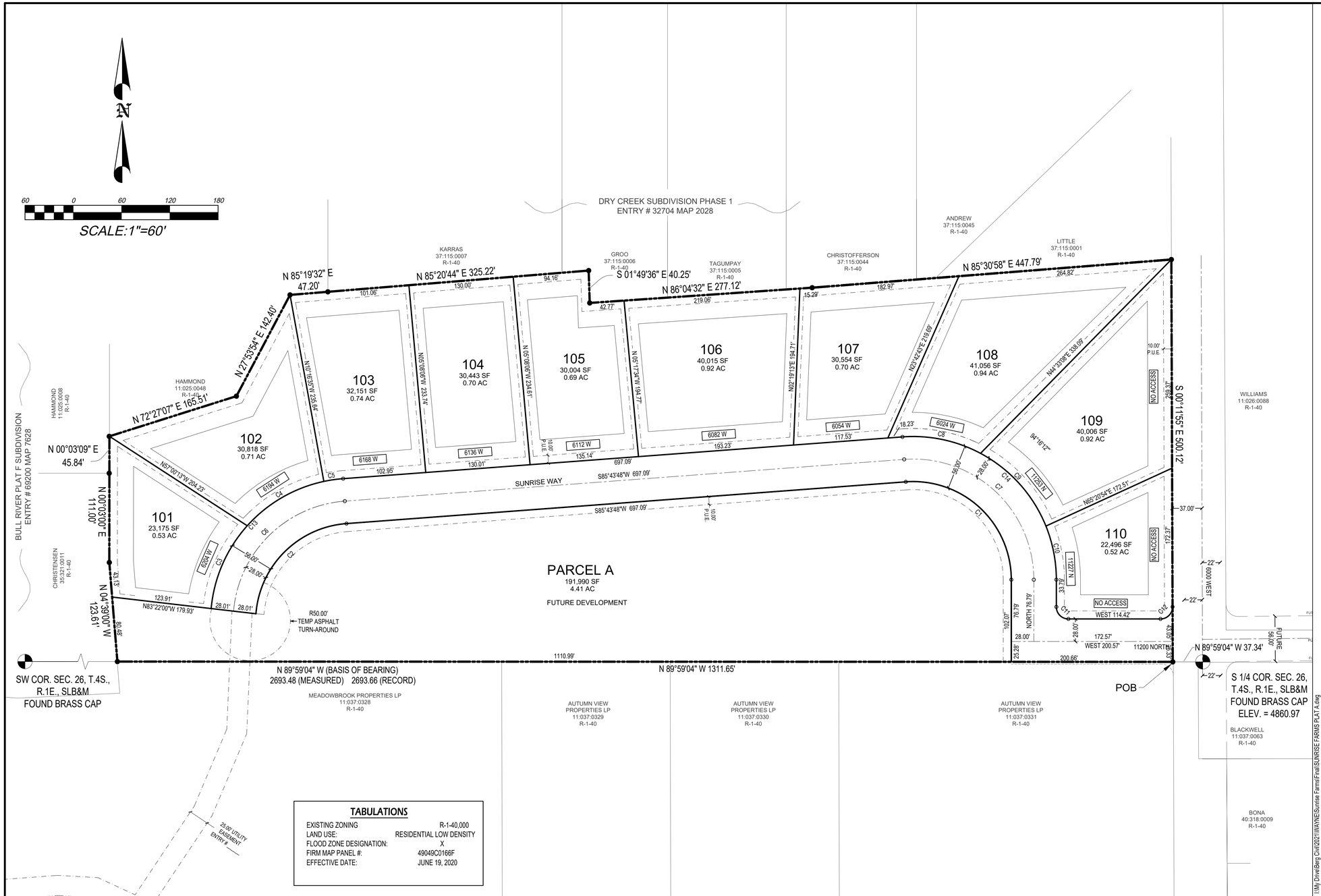
## Legend

- Existing Irrigation Ditch
- Initial Tailwater Re-route
- Future Tailwater Pipe by Developer
- Future Tailwater Pipe by Highland City and Lehi Irrigation Company

N
W E
S

0.060.03 0 0.06 0.12 0.18 0.24
Miles






## TABULATIONS

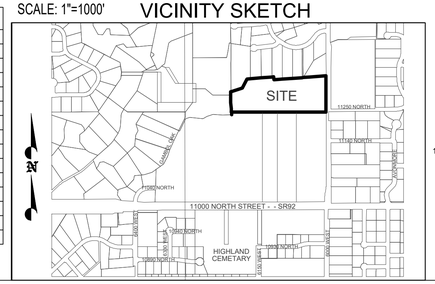
| | |
|---|---|
| EXISTING ZONING | R-1-40,000 |
| LAND USE: | RESIDENTIAL LOW DENSITY |
| FLOOD ZONE DESIGNATION: | X |
| FIRM MAP PANEL #: | 49049C0166F |
| EFFECTIVE DATE: | JUNE 19, 2020 |

## CURVE TABLE

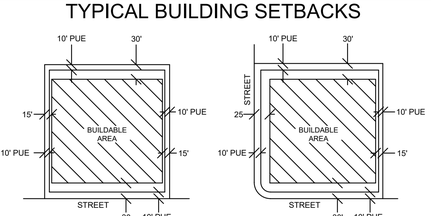
| CURVE | RADIUS | LENGTH | DELTA | CHORD | BEARING |
|---|---|---|---|---|---|
| C1 | 150.00 | 246.80 | 94°16'12" | 219.89 | N 47°08'06" W |
| C2 | 150.00 | 211.62 | 80°50'01" | 194.50 | S 45°18'47" W |
| C3 | 178.00 | 114.21 | 36°45'46" | 112.26 | N 23°33'04" E |
| C4 | 178.00 | 111.82 | 35°59'36" | 109.99 | N 59°55'45" E |
| C5 | 178.00 | 24.25 | 07°48'15" | 24.22 | N 81°49'40" E |
| C6 | 122.00 | 172.97 | 81°13'57" | 158.84 | N 45°06'49" E |
| C7 | 122.00 | 200.73 | 94°16'12" | 178.84 | S 47°08'06" E |
| C8 | 178.00 | 100.45 | 32°19'59" | 99.12 | S 78°06'13" E |
| C9 | 178.00 | 124.07 | 39°56'16" | 121.58 | S 41°58'06" E |
| C10 | 178.00 | 68.35 | 21°59'58" | 67.93 | S 10°59'59" E |
| C11 | 15.00 | 23.56 | 90°00'00" | 21.21 | S 45°00'00" E |
| C12 | 15.00 | 23.61 | 90°11'55" | 21.25 | N 44°54'02" E |
| C13 | 178.00 | 250.28 | 80°33'37" | 230.16 | N 45°26'59" E |
| C14 | 178.00 | 292.87 | 94°16'12" | 260.93 | S 47°08'06" E |

SCALE: 1"=1000'

## VICINITY SKETCH




## TYPICAL BUILDING SETBACKS




## SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, OPEN SPACE AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ _____
DATE SURVEYOR
(SEE SEAL BELOW)

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS N 89°59'04" W 37.34 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 26 TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

RUNNING THENCE N 89°59'04" W 1311.65 FEET; THENCE N 04°39'00" W 123.61 FEET; THENCE N 00°03'00" E 111.00 FEET; THENCE N 00°03'09" E 45.84 FEET; THENCE N 72°27'07" E 165.51 FEET; THENCE N 27°53'54" E 142.40 FEET; THENCE N 85°19'32" E 47.20 FEET; THENCE N 85°20'44" E 325.22 FEET; THENCE S 01°49'36" E 40.25 FEET; THENCE N 86°04'32" E 277.12 FEET; THENCE N 85°30'58" E 447.79 FEET; THENCE S 00°11'55" E 500.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 590,938 SF OR 13.57 AC

## OWNERS' DEDICATION

WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS TO ALL PROVIDERS, PUBLIC OR PRIVATE, AND THE IRRIGATION EASEMENTS TO ALL LOT OWNERS, AND THEIR SUCCESSORS AND ASSIGNS IN PERPETUITY.
IN WITNESS HEREOF WE HAVE SET OUR HANDS THIS _____DAY OF _____,A.D. 20

_____
BY: WAYNE PATTERSON, MEMBER
MEADOWBROOK PROPERTIES LIMITED PARTNERSHIP

## ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THE_____ DAY OF_____, A.D. 20____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY PUBLIC _____

NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

## ACCEPTANCE BY LEGISLATIVE BODY

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

APPROVED BY MAYOR _____

APPROVED _____ ATTEST_____
CITY ENGINEER
(SEE SEAL BELOW)
CLERK-RECORDER

## HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS____ DAY OF_____, 20 ____ _____
HIGHLAND CITY ATTORNEY

## PLANNING COMMISSION APPROVAL

APPROVED THIS___ DAY OF_____, 20 ____ _____
PLANNING COMMISSION CHAIR

_____
COMMUNITY DEVELOPMENT DIRECTOR

## CONDITIONS OF APPROVAL

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

1) 70% of the front yard landscaping shall be installed by the homeowner within one year after receiving a certificate of occupancy.
2) Landscaping and construction materials of any type are not permitted upon or within the street, curb & gutter, park strip or sidewalk (street right-of-way) with the exception of the park strip which requires 75% to be landscaped.
3) A fence that abuts open space or has a trail has additional restrictions of size and opacity. Fences along open space or a trail must comply with Highland City Ordinance. A fence permit is required for all fences.
4) Highland City Ordinances restrict height of foundation above curb. It is the responsibility of the buyer to contact the city prior to purchasing any lot. This restriction applies to all lots in this subdivision.
5) Future development Parcel A was not included in drainage calculations. Runoff from this Parcel A may not be allowed to flow North to roadway.
6) Any future development will require looping of the 10" water line within the project.
7) Any future development on the south side of sunrise way will require a mill and overlay after the installation of laterals and service lines to future lots.


OWNER
**MEADOWBROOK PROPERTIES, LP**
11038 N. HIGHLAND BLVD
HIGHLAND, UT 84003
(801) 492-3400

ENGINEER
berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677


# SUNRISE FARMS
## PLAT "A"

LOCATED IN THE SW 1/4 OF SECTION 26, T4S, R1E, SLB&M

SCALE: 1" = 60 FEET

| SURVEYOR'S SEAL | CITY ENGINEER SEAL | CLERK-RECORDER SEAL |
|---|---|---|
| | | |

I:\My Drive\Berg Civil\2021\HAYNE\Sunrise Farms\Final\SUNRISE FARMS PLAT A.dwg

AGENDA NEXT

HIGHLAND CITY

# CITY COUNCIL AGENDA REPORT
# ITEM #10

**DATE:** Tuesday, January 11, 2022

**TO:** Members of the City Council

**FROM:** Kurt Ostler, Mayor

**SUBJECT:** **ACTION/RESOLUTIONS:** Council Board Assignments & Resolutions

**TYPE:** **ADMINISTRATIVE:** Mayor and City Council are acting administratively to fill positions in boards and commissions as set forth in Highland City Municipal Code 4.12.010

## PURPOSE:

The City Council will consider ratifying the appointments of Mayor and Council for 2022 as proposed and adopt resolutions as necessary. (Boards in red font are new or changed appointments for 2022)

**Mayor Kurt Ostler:**
Mountainland Association of Governments (MAG)
MAG Executive Council
MAG Regional Planning Committee
Lone Peak Public Safety Board
Utah League of Cities & Towns (ULCT) – Legislative Policy Committee (LPC)
American Fork Canyon Working Group
Dry Creek Lake Citizen Advisory Committee
North Utah County Aquifer Council

**Timothy A. Ball:**
Beautification Committee
Parks, Trails, and Tree Commission

**Brittney P. Bills:**
Lone Peak Public Safety Board (LPPSD)
Utah Lake Commission
Youth City Council
Utah Valley Dispatch Special Service District (Central Utah 911)

**Sarah D. Petersen:**
Arts Council
Lone Peak Public Safety Board (LPPSD) Alt.
Utah League of Cities & Town (ULCT) – Legislative Policy Committee (LPC)

**Kim Rodela:**
Highland Fling Committee
Library Board
Utah League of Cities & Towns (ULCT) – Legislative Policy Committee (LPC)

**Scott L. Smith:**
Highland Foundation
Historical Society
North Pointe Solid Waste Special Service Dist. Board
North Utah Valley Animal Shelter Board

## BACKGROUND:

At the beginning of each year following a Mayoral Election, it is common for the Mayor, with the advice and consent of the City Council, to appoint members to boards, commissions or committees to be filled in the same manner as the original appointment. Mayor Ostler is proposing the following appointments.

As Mayor, Kurt Ostler will begin serving on the American Fork Canyon Working Group, the North Utah County Aquifer Council, MAG Executive Council and Regional Planning Committee. It is proposed that he continue serving on the Lone Peak Public Safety Board,

the Utah League of Cities & Towns (ULCT) – Legislative Policy Committee (LPC) and the Dry Creek Citizen Advisory Committee.

It is proposed that Council Member Timothy A. Ball continue serving on the Beautification Committee, and the Parks, Trails, and Tree Commission.

It is proposed that Council Member Brittney P. Bills begin serving as a representative (formerly an alternate) on the Lone Peak Public Safety Board and the Utah Valley Dispatch Special Service District Board (Central Utah 911). It is proposed that she continue serving on the Utah Lake Commission, and as the City Council Representative for the Youth City Council.

It is proposed that Council Member Sarah D. Petersen begin serving on the Lone Peak Public Safety Board as an alternate, as City Council Representative for the Arts Council, and the Utah League of Cities & Towns (ULCT) – Legislative Policy Committee (LPC).

It is proposed that Council Member Kim Rodela continue serving on the Highland Fling Committee, Library Board, and the Utah League of Cities & Towns (ULCT) – Legislative Policy Committee (LPC).

It is proposed that Scott Smith continue serving on the Highland Foundation, Historical Society, North Pointe Solid Waste Special Service District Board, and the North Utah Valley Animal Shelter Board.

The Utah Valley Dispatch Special Service District, North Utah County Aquifer Council, and Lone Peak Public Safety Board require separate resolutions. The other board appointments can be ratified by a simple motion.

While Council Member Kurt Ostler has previously served on the LPPSD Board, his term ended at the time of his City Council term and he will need to be reappointed by resolution. Brittney P. Bills previously served as an alternate on the LPPSD Board, this resolution would allow her to serve as a regular board member.

**FISCAL IMPACT:**
None

**PROPOSED MOTION:**
I move that the City Council ratify Mayor Ostler's Council Appointments as presented, including the appointment of Mayor Kurt Ostler as a regular member on the Lone Peak Public Safety District Board, and the North Utah County Aquifer Council; Brittney P. Bills on the Utah Valley Dispatch Special Service District Board, and as a regular member on the Lone Peak Public Safety District Board; and Sarah D. Petersen as an alternate member on the Lone Peak Public Safety District Board.

**ATTACHMENTS:**

1. Resolution for the Appointment of Mayor Kurt Ostler to the North Utah County Aquifer Council
2. Resolution for the Appointment of Council Member Brittney P. Bills to Utah Valley Dispatch Special Service District Board
3. Resolution for the Appointment of Mayor Kurt Ostler, Council Members Brittney P. Bills and Sarah D. Petersen to LPPSD

# A RESOLUTION OF THE HIGHLAND CITY COUNCIL APPOINTING KURT OSTLER TO SERVE ON THE NORTH UTAH COUNTY AQUIFER COUNCIL

**WHEREAS**, certain northern Utah County cities, including Pleasant Grove City, American Fork City, Highland City, Alpine City, Lehi City and Saratoga Springs City (the "Cities"), as well as, Central Utah Water Conservancy District (the "District") entered into an Interlocal Agreement to create the North Utah county Aquifer Council to study, encourage, review, coordinate, and assist in facilitating the ongoing planning, funding, and development of groundwater resources by its members, including possible recharge and recovery projects, in northern Utah County; and

**WHEREAS**, the District will be governed by a governing board and the Highland City Council desires to make a representative appointment to that Board; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND, UTAH**, as follows:

1. That Kurt Ostler, Highland City Mayor, is hereby appointed as its representative to the North Utah County Aquifer Council, together with such alternate or alternates as shall be appointed.

2. That this resolution shall remain in effect until repealed by another resolution appointing a different representative to the North Utah County Aquifer Council.

3. The provisions of this resolution shall take effect immediately upon passage.

**PASSED and APPROVED** this 11th day of January, 2022.

**HIGHLAND CITY, UTAH**

_____
Kurt Ostler
Highland City Mayor

**ATTEST:**

_____
Stephannie B. Cottle
City Recorder

| COUNCIL MEMBER | YES | NO |
|---|---|---|
| Timothy A. Ball | ☐ | ☐ |
| Brittney P. Bills | ☐ | ☐ |
| Sarah D. Petersen | ☐ | ☐ |
| Kim Rodela | ☐ | ☐ |
| Scott L. Smith | ☐ | ☐ |

# A RESOLUTION OF THE HIGHLAND CITY COUNCIL APPOINTING BRITTNEY P. BILLS TO THE UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT

WHEREAS, the Board of County Commissioners of Utah County and several cities in Utah County initiated proceedings to create a special service district to provide consolidated 911 and emergency dispatch services within Utah County to be known as the Utah Valley Dispatch Special Service District (the "District"); and

WHEREAS, the District will be governed by a Board of Directors and the Highland City Council desires to make a representative appointment to that Board; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND, UTAH, as follows:

1. That Brittney P. Bills, Highland City Council Member, is hereby appointed as its representative to the Utah Valley Dispatch Special Service District, together with such alternate or alternates as the shall be appointed.

3. That this resolution shall remain in effect until repealed by another resolution appointing a different representative to the Utah Valley Dispatch Special Service District.

4. The provisions of this resolution shall take effect immediately upon approval.

PASSED and APPROVED this 11th day of January, 2022.

**HIGHLAND CITY, UTAH**

_____
Kurt Ostler
Highland City Mayor

**ATTEST:**

_____
Stephannie B. Cottle
City Recorder

| COUNCIL MEMBER | YES | NO |
|---|---|---|
| Timothy A. Ball | ☐ | ☐ |
| Brittney P. Bills | ☐ | ☐ |
| Sarah D. Petersen | ☐ | ☐ |
| Kim Rodela | ☐ | ☐ |
| Scott L. Smith | ☐ | ☐ |

# A RESOLUTION OF THE HIGHLAND CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENT OF MEMBER REPRESENTATIVES AND AN ALTERNATE REPRESENTATIVE TO LONE PEAK PUBLIC SAFETY DISTRICT

**WHEREAS**, the cities of Alpine and Highland initiated proceedings to create a district to provide public safety services within those jurisdictions to be known as the Lone Peak Public Safety District (the "District"); and

**WHEREAS**, the District will be governed by a Board of Directors and the Highland City Council desires to make a representative appointment to that Board; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND, UTAH**, as follows:

1. That Kurt Ostler, Mayor, and Brittney P. Bills, City Council Member, are hereby appointed as its representatives to the Lone Peak Public Safety District to vote on Police and Fire/EMS matters, together with such alternate or alternates as shall be appointed.

2. That Sarah D. Petersen, City Council Member, is hereby appointed as an alternate representative to the Lone Peak Public Safety District to vote on Police and Fire/EMS matters in the absence of a regular Board Member.

3. That this resolution shall remain in effect until the end of Kurt Ostler's Mayoral term and the end of Brittney P. Bills' and Sarah D. Petersen's City Council term.

4. The provisions of this resolution shall take effect immediately upon approval.

**PASSED and APPROVED** this 11th day of January, 2022.

**HIGHLAND CITY, UTAH**

_____
Kurt Ostler
Highland City Mayor

**ATTEST:**

_____
Stephannie B. Cottle
City Recorder

| COUNCIL MEMBER | YES | NO |
|---|---|---|
| Timothy A. Ball | ☐ | ☐ |
| Brittney P. Bills | ☐ | ☐ |
| Sarah D. Petersen | ☐ | ☐ |
| Kim Rodela | ☐ | ☐ |
| Scott L. Smith | ☐ | ☐ |

AGENDA

HIGHLAND CITY

# CITY COUNCIL AGENDA REPORT
# ITEM #11

**DATE:** Tuesday, January 11, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Erin Wells, Assistant City Administrator

**SUBJECT:** **DISCUSSION:** Interlocal Agreement - North County Equestrian Park

**TYPE:** **LEGISLATIVE:** Council is deciding whether to enter an interlocal agreement.

**PURPOSE:**

City Council will consider the drafted interlocal agreement with American Fork, Lehi, and Highland cities outlining the cities' intent to take over management of the North County Equestrian Park. The Council will discuss the drafted interlocal agreement and provide feedback to staff. If Utah County selects the cities to operate the Equestrian Park moving forward, the final agreement will be brought back to Council for their approval.

**BACKGROUND:**

As of late, Utah County has contemplated changing the operation the North Utah County Equestrian Park located at 9450 North 6800 West in Highland. At one time, the County was even considering selling the property for at least partial private development. The County has seemed to decide against the idea of selling the land, but is looking to lessen the County's involvement in the operation and maintenance of the facility. The County currently has a Request for Proposal (RFP) open for the maintenance of the property that closes at 3:00PM on Tuesday, January 11.

More recently, staff and elected officials from American Fork, Lehi, and Highland have been meeting to discuss the idea of the three cities joining together to manage the park moving forward. This type of management would ensure that the facility stay open for public use. Some other groups who have indicated interest in taking over management of the facility seem to want to turn it into much more of a private operation. An interlocal agreement outlining terms of management for the three cities has been drafted and turned in to Utah County to consider as an alternative to a private or non-profit management of the facility. That drafted agreement is attached to this report. A more up to date one may be provided prior to the meeting as representatives of the cities will be meeting on Monday, January 10 to discuss potential changes. Information from that meeting will be provided to the Council during the January 11 Council meeting.

Due to the timing as to when a draft of the agreement was available, staff could not make

it available in a Council meeting before the due date of the RFP. While the cities are not responding to the County's RFP, but rather as an alternative to a private or non-profit group taking over management, we did feel it best to meet the same deadline as the RFP's. The drafted agreement turned in to the County does not constitute Highland signing the agreement. As a part of the submission, the cities noted that final approval from each cities' Council's was required before the agreement could be executed.

At this time, staff is looking for feedback from Council on the concept presented and the content of the agreement. If Utah County selects the interlocal agreement option to manage the facility moving forward, the agreement will be finalized between all four parties before being brought back to Council for approval.

**FISCAL IMPACT:**

The agreement requires that American Fork, Lehi, and Highland contribute equally to the maintenance costs of the facility. What those final costs will be is still be analyzed. A part-time employee is on staff at the facility. An estimated cost for an Operator I type employee working 20 hours per week would be $20,800 total. It is anticipated that the costs will be offset by user fees.

The remainder of the costs would come from routine maintenance. As the facility would still be owned by Utah County, the cities are requesting that capital improvements to the facility are funded by Utah County.

**RECOMMENDATION:**

Staff recommends Council provide feedback on the concept and drafted agreement.

**ATTACHMENTS:**

1. Drafted Interlocal Agreement with Operations and Maintenance Plan

**Agreement No. 2022-___-___**

**INTERLOCAL COOPERATION AGREEMENT**
**Between**
**UTAH COUNTY AND AMERICAN FORK CITY, HIGHLAND CITY, AND LEHI CITY**
**For**
**OPERATION, MAINTENANCE, AND MANAGEMENT OF THE NORTH COUNTY EQUESTRIAN PARK**

**THIS AGREEMENT,** made and entered into this ___ day of _____ 2022, by and between UTAH COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah and AMERICAN FORK CITY ("AMERICAN FORK"), a municipal corporation created under the laws of the State of Utah, HIGHLAND CITY ("HIGHLAND"), a municipal corporation created under the laws of the State of Utah, and LEHI CITY ("LEHI"), a municipal corporation created under the laws of the State of Utah (collectively the "CITIES"). The COUNTY and the CITIES may be referred to jointly as the "Parties".

**RECITALS:**

**WHEREAS**, the Parties are authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code to enter into agreements that enable them to make the most efficient use of their powers and resources; and

**WHEREAS**, the COUNTY desires to obtain outside services to operate, maintain, and manage the North Utah County Equestrian Park located at 9450 North 6800 West, tax parcel 12:055:0115 (the "Equestrian Park"); and

**WHEREAS**, the CITIES desire to provide said services to the COUNTY;

**WHEREAS**, each of the Parties held duly noticed public meetings wherein this Agreement was considered, and an Authorizing Resolution was presented for approval; and

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the COUNTY and the CITIES hereby agree as follows:

**Section 1. PURPOSES.**

This Agreement has been established and entered into between the COUNTY and the CITIES for the purpose of outlining the respective rights and responsibilities of the COUNTY and the CITIES in the operation, maintenance, and management of the Equestrian Park.

**Section 2. TERM.**

The term of this Agreement shall be ten years, beginning July 1, 2022 and ending June 30, 2032. Each Party may terminate the Agreement without cause pursuant to Section 6 below.

This Agreement may be extended for two additional ten-year terms by means of a writing signed by all Parties.

**Section 3. OPERATION, MAINTENANCE, AND MANAGEMENT**

The CITIES will operate, maintain, and manage ("Operations") the Equestrian Park as described in Exhibit A, attached hereto, and incorporated into this Agreement. Said Operations shall be performed to the same standards and in the same manner as those performed within each respective city.

During the term of the Agreement, the CITIES shall prepare and send semi-annual reports to the COUNTY detailing 1) income and revenues, 2) status of projects on the Equestrian Park property; and 3) changes in operations and management.

**Section 4. LIABILITY AND INDEMNIFICATION.**

The CITIES and the COUNTY are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

The Parties agree to indemnify and hold each other, their agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of either Party, its officers, agents, and employees.

**Section 5. INSURANCE.**

Each Party to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

**Section 6. TERMINATION.**

This Agreement may be terminated with or without cause by any party upon at least 180 days prior written notice to the other parties.

**Section 7. NOTICES.**

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received 1) upon personal delivery or actual receipt thereof, or 2) within three days after such notice is deposited

in the United States mail, postage pre-paid, and certified and addressed as follows:

| | |
|---|---|
| COUNTY: | 2855 South State<br>Provo, UT 84606 |
| AMERICAN FORK: | 51 East Main Street<br>American Fork, Utah 84003 |
| HIGHLAND: | 5400 W Civic Center Dr. Ste 1<br>Highland, Utah 84003 |
| LEHI: | 153 North 100 East<br>Lehi, Utah 84043 |

**Section 8. AGENCY.**

No agent, employee or servant of the CITIES or the COUNTY is or shall be deemed to be an employee, agent, or servant of the other Parties. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. The CITIES and the COUNTY shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The CITIES act as independent contractors and are not employees or agents of the COUNTY.

**Section 9. SEVERABILITY.**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

**Section 10. GOVERNING LAW.**

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

**Section 11. NO PRESUMPTION**

All parties have participated in preparing this agreement. Therefore, the parties stipulate that any court interpreting or construing the agreement shall not apply the rule of construction that the agreement should be more strictly construed against the drafting party.

**Section 12. BINDING AGREEMENT**

This agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

**Section 13. INTERLOCAL COOPERATION ACT**

In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the CITIES and the COUNTY, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

**Section 14. ENTIRE AGREEMENT AND AMENDMENT**

This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the Parties.

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

SIGNED and ENTERED INTO this _____ day of _____ 2022.

**UTAH COUNTY**

By: _____

ATTEST:

_____

Approval as to form:

_____
County Attorney

SIGNED and ENTERED INTO this _____ day of _____ 2022.

**AMERICAN FORK CITY**

By: _____

ATTEST:

_____

Approval as to form:

_____
City Attorney

SIGNED and ENTERED INTO this _____ day of _____ 2022.

**HIGHLAND CITY**

By: _____

ATTEST:

_____

Approval as to form:

_____
City Attorney

SIGNED and ENTERED INTO this _____ day of _____ 2022.

**LEHI CITY**

By: _____

ATTEST:

Approval as to form:

_____ _____

City Attorney

EXHIBIT A
OPERATIONS AND MANAGEMENT PLAN

MISSION AND OBJECTIVES

It is the Cities intent to maintain a user-friendly park to serve the local communities. The Cities are dedicated to providing various recreation opportunities to the local communities, focusing primarily on equestrian activities. Well-maintained facilities with a high level of customer service will be a priority for the Cities.

It is the Cities' desire to take over the operation and management of the Equestrian Park and begin an evaluation of the facilities' needs and opportunities, as well as evaluate the necessary resources and available revenues to provide a premier facility to the local communities.

STAFFING

The current level of staffing will be maintained until the Cities are able to properly assess the need to maintain the desired operations. Potential future staffing positions include Facility Director, Event Coordinator, Maintenance/Operations Supervisor, Building & Grounds Maintenance Workers, and Part-time/Seasonal Labor.

OPERATING HOURS

Monday – Saturday, 8:00 am -10:00 pm
Closed Sunday
Mondays and Wednesdays for annual pass holders only

USE FEES

Current use fees will remain in force until the Cities are able to properly assess the need to adjust fees according to desired maintenance levels.

Pavilion #1, #2, #3, #4 (100 people each)
- Per Time Block - $65.00 / Full day use - $100.00

Arena Annual Pass
- Individual - $85.00 / Family (immediate family only) - $150.00

Arena Use
- Open ride - $5.00/horse/day
- Hourly arena rental - $35.00
- Full day arena rental - $250.00

Stall Rental
- Monthly rental per stall - $50.00, plus refundable deposit - $100.00

Reservations
- To be determined based on reservation requirements

FEE COLLECTION AND BUDGET MANAGEMENT

One of the three cities as selected by the Cities will be tasked with the responsibility of maintaining the finances of the Equestrian Park. Specifically, it will be responsible for the collection of revenue and payment of expenses. The collection of use fees shall be enhanced to allow for electronic payments via web, QR, app, or other means. Further, it will be tasked with

developing and publishing the annual budget for the facility.

IMPROVEMENTS

Lehi shall be provided an easement by the County to build and maintain a water tank facility on the Equestrian Park property in a location agreed upon by all Parties.

American Fork and Highland shall develop and construct a trails system throughout the Equestrian Park that connects to the existing trails systems in their respective Cities.

Other improvements shall be developed and constructed as proposed by the Cities and agreed upon by the County. All current equipment, panels, fencing, etc. used or currently in place at the facility shall remain in place.

Additional site improvements may include but shall not be limited to the following:

- New Clear Panel siding
- Additional building lighting, security, cameras, entrance retrofit
- Remove and replace ground/footing for indoor arena
- Enhance ground/footing for outdoor arena
- Add additional overnight stalls or boarding facilities
- Erosion control/SWPPP maintenance
- Pavement maintenance
- Pavilion/open space enhancements
- Increased wayfinding and usage signage

Maintenance activities and additional improvements shall be provided by Cites through revenues, grants, and allocated budget installments from Cities.

RESTRICTIONS OF USE

It is anticipated that the Cities will maintain the Equestrian Park's current use. However, it is the intent of the Cities to evaluate the current use and modify the use as is necessary to provide the best experience for all users.

FUNDING

Each of the three cities will be responsible for an equal share of financing related to the Equestrian Park's maintenance and operations.

CARETAKER RESIDENCE

There will not be a caretaker residence on the property.

RULES OF OPERATION

The specialized Rules of Operation will become more apparent to the Cities after an appropriate evaluation period, but general rules are likely to include the following:

- Facility users, including RV guest, are required to register with management and sign a Liability Release Agreement prior to utilizing the facility;
- Facilities shall be utilized at the user's own risk;
- Facility shall not be responsible for lost, stolen or damaged personal property;

- User will be responsible for any and all damage to the facilities and all portions thereof, excluding normal wear and tear;
- All accidents shall be immediately reports to Facility management;
- Sales and distribution of food and beverage or other commercial activities are not allowed without express written consent of the Facility and completion of a contractual agreement;
- Alcoholic beverages are not permitted on the premises unless provided by the Facility or its contract vendors. Alcohol shall not be removed from the Facility;
- Pets are to be kept on leashes at all times;
- Horseback riding is permitted on established trails and horse paths or in posted available arenas only;
- Horses shall not be turned loose on the property or in the arenas;
- No smoking shall be permitted;
- Overnight parking not associated with an ongoing event is not allowed, except in RV or other specifically designated areas without express written consent of the Facility;

EMERGENCY SERVICES

The Cities agree to provide all emergency services including police service and fire and EMS services to facility and park during the term of the agreement.