NEXT

HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, July 5, 2022

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

VIRTUAL PARTICIPATION

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

Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

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

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. CONSENT ITEMS

Items on the consent agenda are of a routine nature 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. **Planning Commission Appointment** *Administrative – Kurt Ostler, Mayor*
The Council will consider the Mayor's request to ratify the appointment of Trent Thayn as a regular member and Chris Dayton as an alternate to the Planning Commission. The Council will take appropriate action

b. **Plat Amendment: Highland Marketplace – Easements** *Legislative – Kellie Smith, Planner & GIS Analyst*
The City Council will consider a request by MNG Highland Development LLC for approval to adjust easements located at approximately 5300 W 11000 N. The City Council will take appropriate action.

c. **Final Plat: Aberlour** *Administrative – Kellie Smith, Planner & GIS Analyst*
The City Council will consider a request by James Loveland for Final Plat approval for the Aberlour Subdivision, a proposed 14-lot single family subdivision located at approximately 11400 N Alpine Highway. The City Council will take appropriate action.

3. PURCHASE CONTRACT: 9768 N PHEASANT DRIVE *Administrative – Nathan Crane, AICP City Administrator/Community Development Director*

The City Council will consider a Real Estate Purchase Contract (REPC) to the residential lot located at 9768 N Pheasant Drive for $465,000. The Council will take appropriate action.

4. **PUBLIC HEARING: CONDITIONAL USE PERMIT – ANGELA JOHNSON SCULPTURES** *Administrative – Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a request by Angela Johnson for a Conditional Use Permit for an art gallery located at approximately 6233 W 10150 N. The City Council will take appropriate action.

5. **ACTION: PRESSURIZED IRRIGATION SERVICE AGREEMENT WITH BETH WILSON** *Administrative – Andy Spencer, Public Works Director/City Engineer*

The City Council will consider a request to approve a pressurized irrigation agreement associated with the Beth Wilson family for property located at 9730 N. 6800 W. thereby allowing them to receive their flood irrigation water shares through Highland City's pressurized irrigation system. The Council will take appropriate action.

6. **CONSTRUCTION CONTRACT: WINDSOR MEADOWS OPEN SPACE TREE PROJECT** *Legislative – Andy Spencer, Public Works Director/City Engineer*

The City Council will consider accepting the bid from Beckstead Lawn Care to install additional sprinkling system components in the Windsor Open Space area adjacent to the Alpine Highway to provide water to a volunteer tree planting project. The total cost of the project is $21,890. The Council will take appropriate action.

7. **PUBLIC HEARING: TEXT AMENDMENT – POOL STRUCTURES** *Legislative – Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a request by Robert Ghent to amend Section 3-4111 Swimming Pool regarding permanent structures that enclose or cover pools. The City Council will take appropriate action.

8. **ACTION: ADDITIONAL FUNDING FOR ADONIS DRIVE STREETSCAPE PROJECT** *Administrative – Nathan Crane, AICP City Administrator/Community Development Director*

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

9. **PUBLIC HEARING: FY2022 FINAL BUDGET ADJUSTMENTS (AMENDED)** *Legislative – Tyler Bahr, Finance Director*

The City Council will consider amended final adjustments to the FY 2021-2022 Budget. The Council will take appropriate action.

10. **PUBLIC HEARING: TEXT AMENDMENT – REMNANT PARCELS** *Legislative – Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a request by Highland City Staff to amend Chapter 5 Subdivisions relating to remnant parcels. The City Council will take appropriate action.

11. PUBLIC HEARING: TEXT AMENDMENT – FRACTIONAL NUMBERS

Legislative – Kellie Smith, Planner & GIS Analyst

The City Council will hold a public hearing to consider a request by Highland City Staff to amend Section 3-4103 Area and Width Requirements to address a discrepancy in the Development Code relating to number of lots in a subdivision. The City Council will take appropriate action.

12. PUBLIC HEARING: TEXT AMENDMENT – LOT COMBINATION/PLAT AMENDMENTS *Legislative – Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a request by Highland City Staff to amend Article 5-10 Adjusting Property Boundaries; Amending A Recorded Plat relating to the combining of lots or parcels. The City Council will take appropriate action.

13. 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

- July 13, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
- July 19, City Council Meeting, 6:00 pm, City Hall
- July 26, Planning Commission Meeting, 7:00 pm, City Hall
- August 2, City Council Meeting, 7:00 pm, City Hall

ADJOURNMENT

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

ELECTRONIC PARTICIPATION

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

CERTIFICATE OF POSTING

I, Kellie Smith, the Planner, 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 30th of June, 2022. **Kellie Smith, Planner**

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

Council Projects Table

Description	Owner	Due Date	Status
Park Use Policy – 8/17/2021	Erin Wells	Summer 2022	Creating policy based on 2/17 Council Direction
Playground equipment for Highland Glen Park: look at different vendors – 9/21/2021	Erin Wells, Josh Castleberry	October 2022	Playground ordered. Anticipated install Fall 2022
Park and Open Space Fund Analysis - 9/21/2021	Tyler Bahr	TBD	Meetings with Council to review proforma
Community Center Carpet and Paint - 9/21/2021	Erin Wells	Summer 2022	Painting and upstairs carpet to be done.
Policy on encroachment and maintenance agreements	City Council	Summer 2022	City-wide letter out first part of April. Committee updating draft based on Council discussion. Council item in July.
Work with agreement with USAC for soccer fields – 10/19/2021	Mayor & PTTC	July 2022	Define exit clause and bring back to Council.
Fee for Open Space Purchase Applications – 11/9/2021	Kellie Smith	Summer 2022 2022	In Progress dependent on Council discussion
Budget Development	Tyler Bahr	June 2022	Finalizing Budget based on Council vote.
Traffic Calming Toolbox	Andy Spencer	FY2023	Approved in budget.
Field Rental Policy Improvements	Erin Wells	Fall 2022	Researching new system. Reviewing MOU with LPYB and CH. Fees under review.
Add meters to Councilmembers homes and share water usage data	Jeff Murdoch	Summer 2022	Meters to be installed this summer. Staff researching communication options.
East Country Club Drive Traffic Calming	Andy Spencer		Neighbors offered to pay for radar feedback signs
Hogs Hollow Trail Work	Andy Spencer		Parking lot where field is? Add traffic calming?
AF Canyon Debris Basin	Andy Spencer	Summer 2022	Report back to Council on status of Cedar Hills approval and grant.
Discount for low-income on utility bills	Tyler Bahr	Summer 2022	Researching options. July Council item.
Adding surcharge for credit card fees	Tyler Bahr	Summer 2022	Approved with fee schedule. Staff finalizing legalities and process.

AGENDA

NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #2a

DATE: July 5, 2022

TO: Members of the City Council

FROM: Kurt Ostler, Mayor

SUBJECT: **ACTION:** Planning Commission Appointments

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 Council will consider the Mayor's request to ratify the appointment of Trent Thayn as a regular member and Chris Dayton as an alternate to the Planning Commission. The Council will take appropriate action.

BACKGROUND:

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

With the resignation of Tyler Standifird there is a need to appoint an additional member to the Commission. Trent Thayn has been serving as the alternate since February 2022. I am recommending that Trent Thayn be moved from an alternate member to seat 7 and Chirs Dayton be appointed as the alternate. He will fill the remainder of Trent Thayne's term. The appointments are highlighted below:

Seat	Name	Term Expiration	Notes
1	Audrey Wright-Moore	2023	
2	Claude Jones	2023	
3	Tracy Hill	2026	
4	Chris Howden	2025	
5	Jay Roundy	2025	
6	Jerry Abbott	2024	Appointed as Commission Chair in 2021
7	Trent Thayn	2024	Appointed to fill Tyler Standifird's unexpired term
Alternate	Chris Dayton	2026	Appointed to fill Trent Thayne's unexpired term

FISCAL IMPACT:
None

PROPOSED MOTION:
I move that the City Council ratify the Mayor's appointment of Trent Thayn to serve one and half term, and Chris Dayton to serve a three-and-a-half-year term as an alternate on the Planning Commission.

ATTACHMENTS:
1. Trent Thayn Volunteer Statement
2. Chris Dayton Volunteer Statement

ATTACHMENT #1:

HIGHLAND CITY

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

Highland City Volunteer Statement of Interest

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

Name: Trent Thayn Date: 06 Jan 2022

Residence address: [redacted]

Phone number: [redacted] Email: [redacted]

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

How long have you resided in Highland City? 17 years

Occupation: Manager of Project Scheduling Controls

Education: Some college coursework completed

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

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: I have 20+ years of experience in project controls, specializing in scheduling.
I served 5 years on Lehi city Board of adjustments committee.
As a hobby I have built several personal homes and developed a small subdivision in Lehi city.

Please state why you would like to serve: I want to serve my community and I am interested in the continued improvement of Highland

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

Additional comments:

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

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

Ad Hoc Committees
- ☐ Beautification Committee
- ☐ Inclusivity Committee

ATTACHMENT #2:

HIGHLAND CITY

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

Highland City Volunteer Statement of Interest

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

Name: Chris Dayton Date: 6/13/22

Residence address: [redacted]

Phone number: [redacted] Email: [redacted]

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

How long have you resided in Highland City? Moved back 1 year ago... lived her 6 years prior

Occupation: Tech Sales / Merchant Services

Education: BS from U of U Major was Urban Planning

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

List any background and experience you have that you think would be helpful to the Committee or Commission you would like to serve: Urban Planning Major , active in civic issues and activities, volunteered as Parent Advisor to Highland City Youth Council,

Please state why you would like to serve: Passionate about Highland City and recognize the importance of being involved to make a difference. The future is going to be bright... but only if it is properly planned for and managed. So much of that starts with the Planning Commission

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

Additional comments: Thank you for your consideration.

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

Standing Committees

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

Ad Hoc Committees

- ☐ Beautification Committee
- ☐ Inclusivity Committee

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #2b

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **PLAT AMENDMENT:** Mid-Town Highland Marketplace Amended (PA-22-04)

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

PURPOSE:

The City Council will consider a request by MNG Highland Development LLC for approval to adjust easements located at approximately 5300 W 11000 N. The City Council will take appropriate action.

BACKGROUND:

The City Council approved the final plat for Mid-town Highland Marketplace Subdivision on March 30th, 2021. The final plat included seven (7) lots. On February 1, 2022, the City Council approved a plat amendment to adjust internal boundaries.

This property is located in the CR Zone and is designated as Commercial in the General Plan.

SUMMARY OF THE REQUEST:

1. The applicant is requesting another plat amendment to adjust the 20' waterline easement to match the location of the existing waterline. No new lots are being added.

CITIZEN PARTICIPATION:

Notice of the plat amendment request was mailed to all property owners within 500 feet on January 20th, 2022. No objections have been received.

ANAYLSIS/FINDINGS:

- A waterline easement is being adjusted to service the buildings that were approved by the City Council December 7th, 2021.

- The adjustment of the easements will not impact or require any public improvements.

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 May 27th, 2022.
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** Mid-town Highland Marketplace Subdivision Amended subject to the two (2) stipulations recommended by Staff.

ALTERNATIVE MOTION:

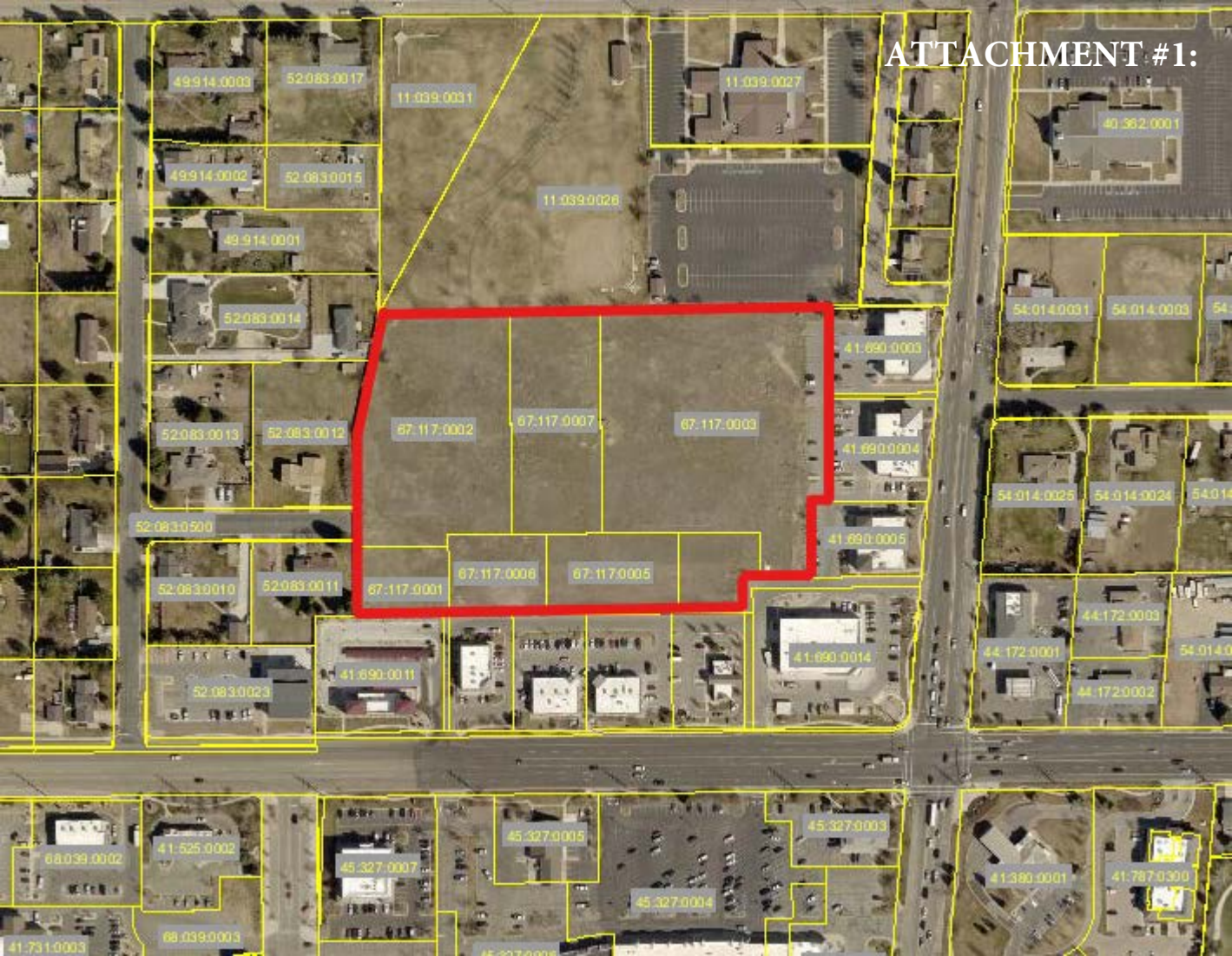
I move that the City Council **DENY** Mid-town Highland Marketplace Subdivision Amended based on the following findings: (The Council will need to draft appropriate findings).

FISCAL IMPACT:

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

ATTACHMENTS:

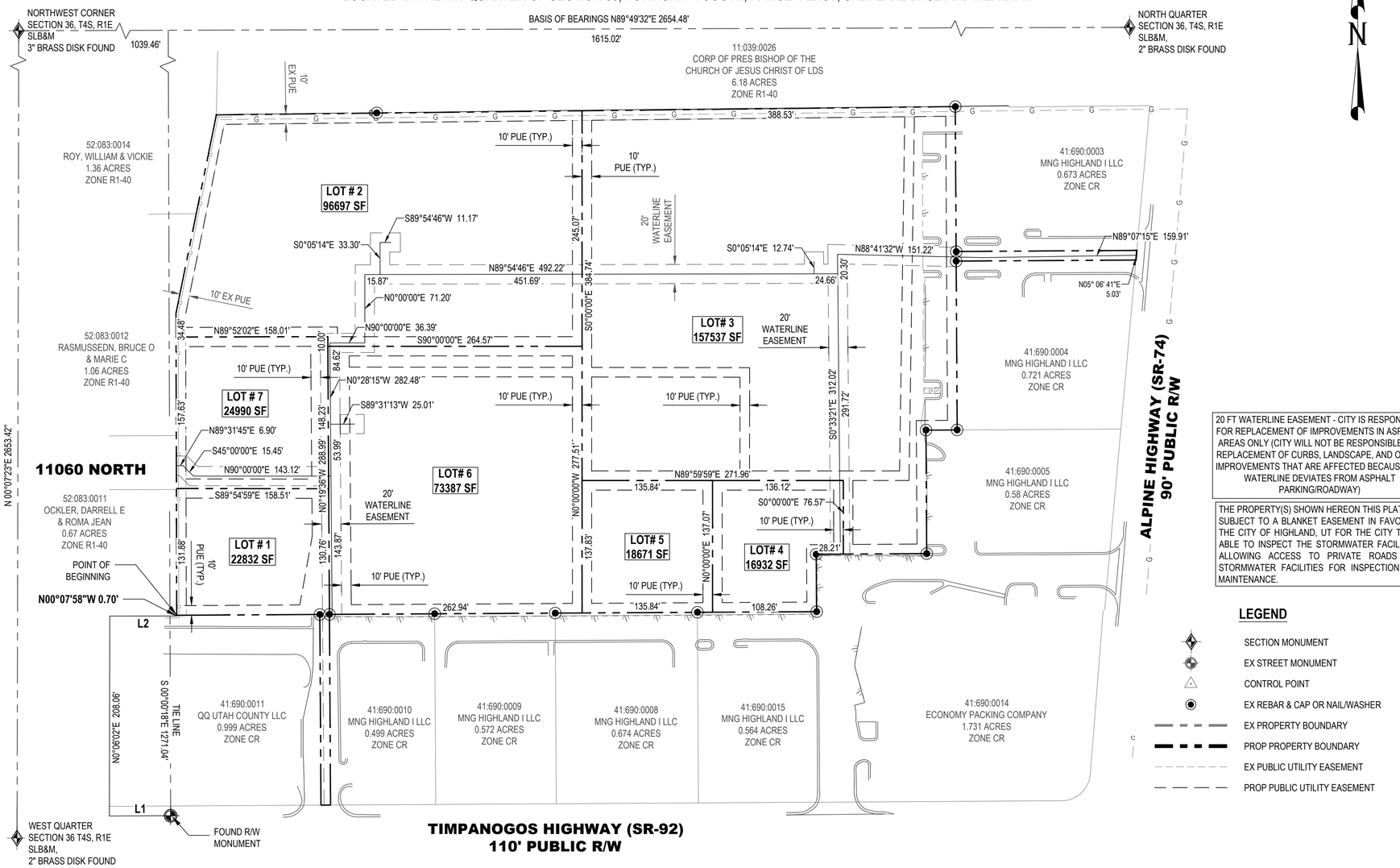
1. Vicinity Map
2. Proposed Plat Amendment
3. Master Site Plan Approved December 7th, 2021


ATTACHMENT #1:
49:914:0003
52:083:0017
11:039:0031
11:039:0027
40:362:0001
49:914:0002
52:083:0015
11:039:0026
49:914:0001
52:083:0014
54:014:0031
54:014:0003
41:690:0003
52:083:0013
52:083:0012
67:117:0002
67:117:0007
67:117:0003
41:690:0004
54:014:0025
54:014:0024
52:083:0500
41:690:0005
52:083:0010
52:083:0011
67:117:0001
67:117:0006
67:117:0005
44:172:0003
41:690:0014
44:172:0001
52:083:0023
41:690:0011
44:172:0002
68:039:0002
41:525:0002
45:327:0005
45:327:0003
45:327:0007
45:327:0004
41:380:0001
41:787:0300
68:039:0003
41:731:0003

ATTACHMENT #2:

MID-TOWN HIGHLAND MARKETPLACE SUBDIVISION - AMENDED

A VACATION OF LOTS 1 AND 2 OF HIGHLAND MARKETPLACE
LOCATED IN THE NW QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN



20 FT WATERLINE EASEMENT - CITY IS RESPONSIBLE FOR REPLACEMENT OF IMPROVEMENTS IN ASPHALT AREAS ONLY (CITY WILL NOT BE RESPONSIBLE FOR REPLACEMENT OF CURBS, LANDSCAPE, AND OTHER IMPROVEMENTS THAT ARE AFFECTED BECAUSE THE WATERLINE DEVIATES FROM ASPHALT PARKING/ROADWAY)

THE PROPERTY(S) SHOWN HEREON THIS PLAT ARE SUBJECT TO A BLANKET EASEMENT IN FAVOR OF THE CITY OF HIGHLAND, UT FOR THE CITY TO BE ABLE TO INSPECT THE STORMWATER FACILITIES, ALLOWING ACCESS TO PRIVATE ROADS AND STORMWATER FACILITIES FOR INSPECTION AND MAINTENANCE.

LEGEND

- SECTION MONUMENT
- EX STREET MONUMENT
- CONTROL POINT
- EX REBAR & CAP OR NAIL/WASHER
- EX PROPERTY BOUNDARY
- PROP PROPERTY BOUNDARY
- EX PUBLIC UTILITY EASEMENT
- PROP PUBLIC UTILITY EASEMENT

SURVEYOR'S CERTIFICATE

I, JON BEHR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 290669 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER, 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 VERIFIED ALL MEASUREMENTS, 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.I HAVE PLACED MONUMENTS AS PRESENTED ON THE PLAT.

_____ DATE OF PLAT OR MAP: _____

BOUNDARY DESCRIPTION

COMBINED PARCELS DESCRIPTION:
COMMENCING AT A RIGHT-OF-WAY MONUMENT ON THE NORTHERLY LINE OF STATE ROUTE 92 (HIGHLAND HIGHWAY) WHICH LIES N 89°49'32" E, 1039.46 FEET AND S 00°00'18" E, 1271.04' FROM THE NORTHWEST CORNER OF SECTION 36, T4S, R1E, SLB&M, THENCE RUNNING S 89°39'42" W, A DISTANCE OF 63.54 FEET TO A POINT; THENCE N 00°06'02" E, A DISTANCE OF 208.06 FEET TO A POINT; THENCE N 89°54'02" E, A DISTANCE OF 69.66 FEET; THENCE N00°07'58"W, A DISTANCE OF 0.70 FEET TO THE POINT OF BEGINNING; THENCE N 00°07'58" W, A DISTANCE OF 314.36 FEET TO A ROD FOUND; THENCE N 11°30'59" E, A DISTANCE OF 210.15 FEET TO A POINT; THENCE N 00°42'32" E, A DISTANCE OF 0.41 FEET TO A POINT; THENCE N 89°21'34" E, A DISTANCE OF 769.23 FEET TO A ROD FOUND; THENCE S 00°20'18" E, A DISTANCE OF 150.77 FEET TO A NAIL/WASHER FOUND; THENCE N 89°39'42" E, A DISTANCE OF 188.09 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 74 (MAIN STREET); THENCE ALONG SAID RIGHT-OF-WAY S 05°06'41"W, A DISTANCE OF 10.05 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY S 89°39'42" W, A DISTANCE OF 187.14 FEET TO A NAIL/WASHER SET; THENCE S 00°20'18" E, A DISTANCE OF 175.69 FEET TO AN NAIL/WASHER SET; THENCE S 89°39'42" W, A DISTANCE OF 32.50 FEET TO A NAIL/WASHER FOUND; THENCE S 00°20'18" E, A DISTANCE OF 128.49 FEET TO AN ETCHED X IN CURB FOUND; THENCE S 89°39'42" W, A DISTANCE OF 114.99 FEET TO A NAIL/WASHER FOUND; THENCE S 00°20'18" E, A DISTANCE OF 59.73 FEET TO A NAIL/WASHER FOUND; THENCE S 89°40'42" W, A DISTANCE OF 507.04 FEET TO A ROD AND CAP SET; THENCE S 00°20'18" E, A DISTANCE OF 198.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SR-92 (HIGHLAND HIGHWAY); THENCE ALONG SAID RIGHT-OF-WAY LINE S 89°39'42" W, A DISTANCE OF 10.00 FEET TO A POINT;THENCE LEAVING SAID RIGHT-OF-WAY N 00°20'18" W, A DISTANCE OF 198.42 FEET TO A ROD AND CAP SET; THENCE S 89°40'42" W, A DISTANCE OF 148.99 FEET TO THE POINT OF BEGINNING.
SAID COMBINED PARCELS CONTAINING 9.436 ACRES OF LAND, MORE OR LESS.

_____ DATE _____ SURVEYOR (SEE SEAL BELOW)

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 AND INDICATED HERON 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_____

MNG HIGHLAND DEVELOPMENT, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
BY: MNG MANAGEMENT LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY
ITS: MANAGER

_____
BY: DARON YOUNG
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME, _____ PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
_____ NOTARY PUBLIC (SEE SEAL BELOW)

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

PLANNING COMMISION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 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 THE 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 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) 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.
2) 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.

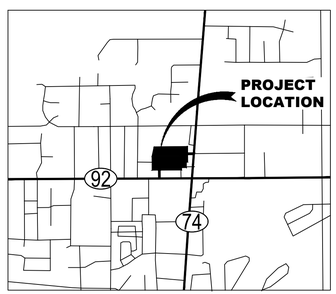
LOT INFORMATION

	ADDRESS	SIZE
LOT #1	5446 W 11000 N	22,832 SF
LOT #2	5428 W 11000 N	96,697 SF
LOT #3	11111 N ALPINE HWY	157,537 SF
LOT #4	5354 W 11000 N	16,932 SF
LOT #5	5378 W 11000 N	18,671 SF
LOT #6	5418 W 11000 N	73,387 SF
LOT #7	5448 W 11000 N	24,990 SF

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	63.54	S89° 39' 42"W
L2	69.66	N89° 54' 02"E
L3	0.41	N00° 42' 32"E
L4	10.05	S05° 06' 41"W
L5	32.50	S89° 39' 42"W
L6	59.73	S00° 20' 18"E
L8	10.00	S89° 39' 42"W

CRS ENGINEERS
Answers to Infrastructure®
4246 S Riverboat Rd, Ste 200 | Salt Lake City, UT 84123 | P: 801.359.5565 | www.crsengineers.com



VICINITY MAP
N.T.S.

60 0 30 60 120 240
SCALE: 1" = 60 FEET

NOTE:
REFER TO ENTRY 82152: 2007 DATED JUNE 4, 2007 FOR DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS.

EXISTING SITE DATA

EXISTING ZONING	CR
TOTAL ACREAGE	9.436 ACRES

TWENTY (20) FOOT WATERLINE EASEMENT

DESCRIPTION OF THE EASEMENTS: THE INTENT OF THE TWENTY (20) FOOT WATERLINE EASEMENT SHOWN HEREON IS TO PROVIDE SAID EASEMENT FOR THE LOCATION(S) OF THE WATER LINE(S), VALVES AND HYDRANTS UPON INSTALLATION. THE PHYSICAL LOCATION(S) OF INSTALLED WATERLINES, VALVES AND HYDRANTS SHALL SERVE AS THE CENTERLINE OF THE EASEMENT.

OWNER: MID-TOWN NATIONAL GROUP
415 S CEDROS AVENUE
SOLANA BEACH, CA 92075
PHONE: (858) 546-0033
CONTACT: JOE HAM

UTILITIES APPROVAL

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT AND ALL OTHER RELATED FACILITIES ABOVE AND BELOW GROUND 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 OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE OWNER'S EXPENSE. AT NO TIME SHALL ANY PERMANENT STRUCTURES OR ANY OTHER OBSTRUCTIONS BE PLACED WITHIN THE PUE THAT INTERFERE WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

ROCKY MOUNTAIN POWER _____

DOMINION ENERGY GAS COMPANY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. 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 ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH 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 DOMINION ENERGY'S RIGHT-OF-WAY-DEPARTMENT.

APPROVED THIS _____ DAY OF _____

BY: _____

TITLE: _____

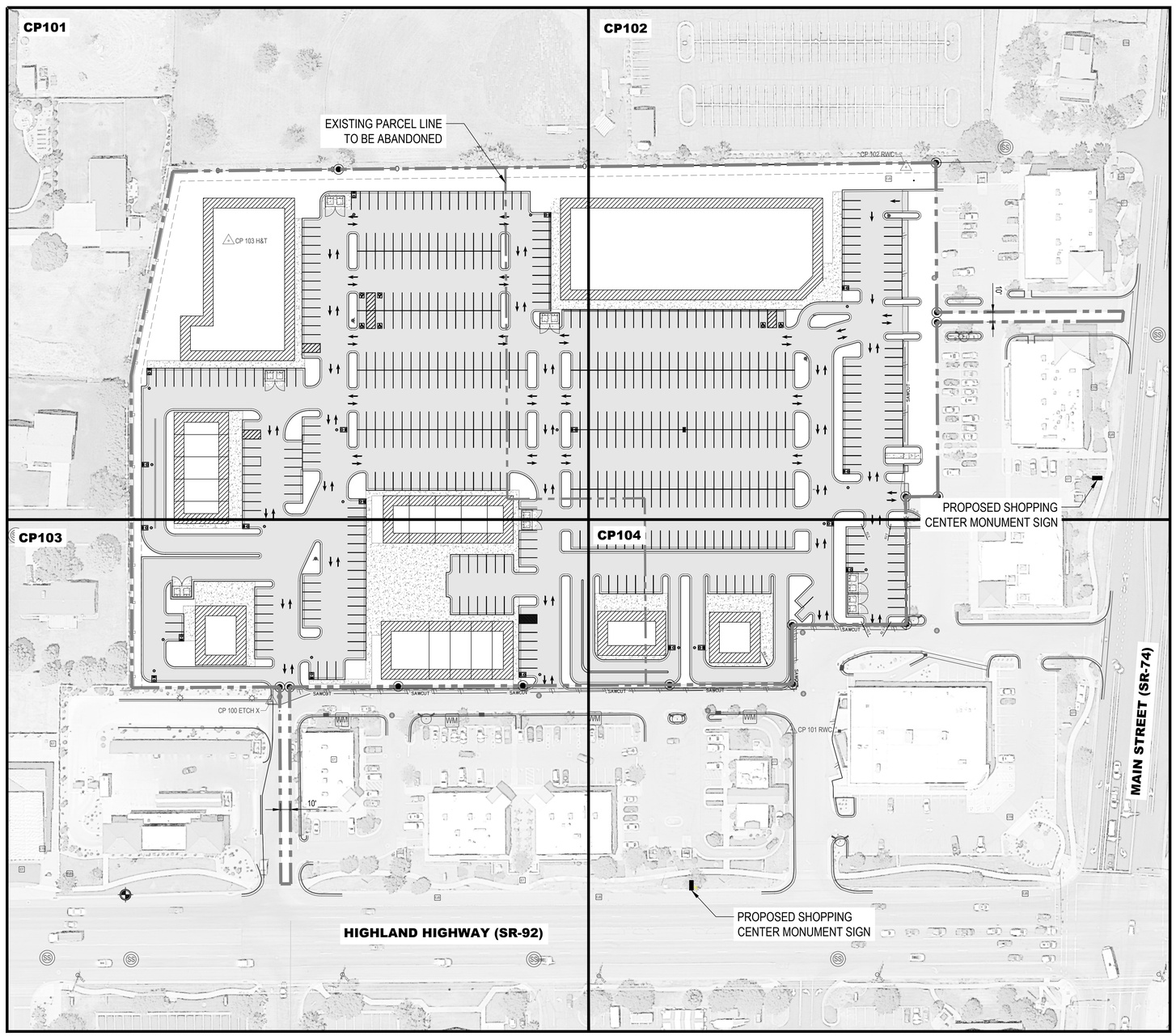
MID-TOWN HIGHLAND MARKETPLACE SUBDIVISION

A VACATION OF LOTS 1 AND 2 OF HIGHLAND MARKETPLACE
FINAL PLAT
LOCATED IN THE NW QUARTER OF SECTION 36
TOWNSHIP 4 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN.
SCALE: 1" = 60 FEET

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

File Path:P:\2020-0484 midtown-highland marketplace site\Survey\Office\FINAL PLAT.dwg May 27, 2022 - 9:16am

ATTACHMENT #3:



N

0 50' 100'

LEGEND

- CONTROL POINT
- SURVEY MONUMENT
- EX. UTILITY MANHOLE
- EX. FIRE HYDRANT
- EX. WATER VALVE
- EX. CATCH BASIN
- EX. LIGHT POLE / POWER POLE
- EX. ELECTRIC TRANSFORMER / JUNCTION BOX
- EX. IRRIGATION VALVE BOX
- EX. PROPERTY LINE TO BE ABANDONED
- UTILITY MANHOLE
- FIRE HYDRANT
- STORM CATCH BASIN
- COLLECTING CURB & GUTTER
- SHEDDING CURB & GUTTER
- PROPERTY BOUNDARY
- LOT SETBACK
- EASEMENT
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT

SITE DATA TABLE	
EXISTING ZONING	CR
TOTAL BUILDING FLOOR AREA	124,500 SF
REQUIRED PARKING STALLS	498
TOTAL PARKING STALLS	538
ADA PARKING STALLS	11
LANDSCAPE	17.2%
HARDSCAPE	82.8%

FFKR ARCHITECTS
730 Pacific Avenue • Salt Lake City, Utah 84104
O 801.521.6186 • FFKR.COM

HIGHLAND MARKET PLACE
5438 WEST 11000 NORTH
HIGHLAND, UTAH 84003
SITE PLAN APPROVAL

SEAL

PROJECT #

DATE	STATUS

OVERALL
SITE PLAN

CP100

File : P:\2020-0484 midtown-highland marketplace site\Drawings\SHEETS\CP101.dwg Nov 08, 2021 - 12:58pm By: kylie.bailey

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #2c

DATE: July 5, 2021

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **FINAL PLAT:** Aberlour Subdivision

TYPE: **ADMINISTRATIVE:** The City Council is the Land Use Authority for Final Plats and is subject to Section 5-4-315 of the Highland City Development Code. Final plat amendments are an administrative process. Review is limited to compliance to the Development Code.

PURPOSE:
The City Council will consider a request by James Loveland for Final Plat approval for the Aberlour Subdivision, a proposed 14-lot single family subdivision located at approximately 11400 N Alpine Highway. The City Council will take appropriate action.

BACKGROUND:
The property is 15.215 acres and located at approximately 11400 N Alpine Highway. The applicant is requesting to create a 14-lot subdivision.

The property is designated as Low Density Residential on the General Plan Land Use Map. The current zoning is R-1-40. The R-1-40 District allows for one home per 40,000 square feet of land within the development. The minimum lot width is 130 feet.

The property has Lehi Irrigation, Rocky Mountain Power, and Salt Lake Metropolitan Water District easements on it.

On September 15, 2020, the City Council approved the preliminary plat for the Aberlour Subdivision subject to these stipulations:

1. The final plat shall be in substantial conformance with the preliminary plat received July 9, 2020.
2. All public improvements shall be installed as required by the City Engineer.
3. The civil construction plans shall meet all requirements as determined by the City Engineer.
4. Final easement location and restrictions shall be approved by Lehi Irrigation, Salt Lake Metropolitan Water District, and Rocky Mountain Power before final plat approval. Any applicable restrictions shall be noted on the final plat.
5. The applicant will need to work with Lehi Irrigation Company to determine if the ditch needs to be abandoned or piped. If the ditch is piped the easement shall be

demonstrated on the final plat as determined by the City Engineer.

6. A note shall be put on the final plat that says, "Any building or roads next to or under the powerline must have prior approval from Rocky Mountain Power before start of construction".
7. The road shall be reviewed and approved by Rocky Mountain Power and Salt Lake Metropolitan Water District before start of construction.
8. The planning of the swell located west of lot 11 shall be approved by Salt Lake Metropolitan Water District and the City Engineer

SUMMARY OF THE REQUEST:

1. The applicant is requesting approval of a 14 single-family residential building lots located approximately at 11020 N 5500 W.

2. Access to the site will be from Alpine Highway, Jonathan Road, and Andes Drive.

3. There is a 125' Salt Lake Metropolitan Water District Easement, Power Easement to the east of the SLMWD easement, and Lehi Irrigation easement on the property.

4. Three lots will be between 20,000 – 30,000 square feet and eleven lots will be 30,000 square feet or greater.

5. A landscape plan has been provided along Alpine Highway and is demonstrating the 29' parkway detail.

6. There are three parcels of open space (A, B, and C). These will be owned and maintained by the HOA.

ANALYSIS:

- The General Plan designation for this property is Low Density Residential. The surrounding property is zoned R-1-40. The current zoning designation is R-1-40. The proposed subdivision is in conformance with the General Plan and compatible with the surrounding uses.

- Access to the site will be from Alpine Highway, Jonathan Road, and Andes Drive.

- All 14 lots are demonstrating 130' of frontage and are 20,000 square feet or more.

- The landscape plan is demonstrating the 29' parkway detail for Alpine Highway. The plat also demonstrates open space along Alpine Highway and Inverness Road that will be owned and maintained by the HOA.

- There is an existing building on lot 11 that will remain.

- The road connection is needed onto Jonathon Avenue due to the powerline, maximum street length for fire code, and public safety with two points of access.

Easements

- There are multiple easements on the property. The applicant has submitted the plat

to the appropriate easement owners. The easements are for Salt Lake Metropolitan Water District, Rocky Mountain Power, and Lehi Irrigation.

- Rocky Mountain power has a transmission line in their easement. The easement does not restrict the property owner from building within the easement, but they have to have a 25' clearance around the transmission line.

- Rocky Mountain Power is requesting that the proposed road under the Power Line Easement will need to be reviewed and approved by them prior to construction. They need to verify that there is no change in elevation that would encroach into the NESC clearance code. The NESC code requires a minimum of 25' of clearance over the road with the wire at a temperature of 239 degrees max sag. A note was added to the plat for this.

- Rocky Mountain Power is recommending adding a stipulation to require Lot 11 to receive approval from them prior to issuing a building permit for the property to verify the proposed building is not encroaching into the transmission line's clearance. A stipulation has been included to address this.

- The road does cross over Salt Lake Metropolitan Water District's land and will require final approval from them. The applicant has started the process of approval for SLMWD and will require a final agreement for the road crossing. The City will also need to generate a separate agreement with Salt Lake Metropolitan Water District for city utilities in the road. These cooperation agreements will be brought back to the City Council for approval.

- The applicant has had the civil plans for the piping of the ditch reviewed by Lehi Irrigation. An irrigation ditch easement is demonstrated on the plat.

FINDINGS:

With the proposed stipulations, the preliminary plat meets the following findings:

- The plat is consistent with the General Plan.
- The plat meets the R-1-40 Zoning requirements in the Development Code.
- The Metropolitan Water District of Salt Lake and Sandy has approved the plans for their land contingent upon the signing of a cooperation agreements between them, the City, and the developer for the road crossing.

RECOMMENDATION AND PROPOSED MOTION:

Staff recommends the Council consider the request, accept the findings, and **APPROVE** the proposed final plat subject to the following stipulations:

1. The recorded plat shall be in substantial conformance with the final plat received May 24, 2022.
2. Parcels "A", "B" and "C" be dedicated to and maintained by the HOA.
3. All public improvements shall be installed as required by the City Engineer.

4. The civil construction plans shall meet all requirements as determined by the City Engineer.
5. A cooperation agreement will be entered into by the developer, the City, and the Metropolitan Water District of Salt Lake & Sandy for the road crossing over the District's property before the plat can be recorded.
6. A cooperation agreement will be entered into by the developer, the City, and the Metropolitan Water District of Salt Lake & Sandy for the utility crossing over the District's property before the plat can be recorded.
7. Lot 11 is required to receive approval from Rocky Mountain Power prior to the City issuing a building permit to verify the proposed structure is not encroaching into the transmission line's clearance.

I move that the City Council accept the findings and **APPROVE** the final plat for the Aberlour Subdivision subject to the seven (7) stipulations recommended by staff.

ALTERNATIVE MOTION:

I move that the City Council **DENY** the final plat for the Aberlour Subdivision based on the following findings: (The Council will need to draft appropriate findings.)

FISCAL IMPACT:

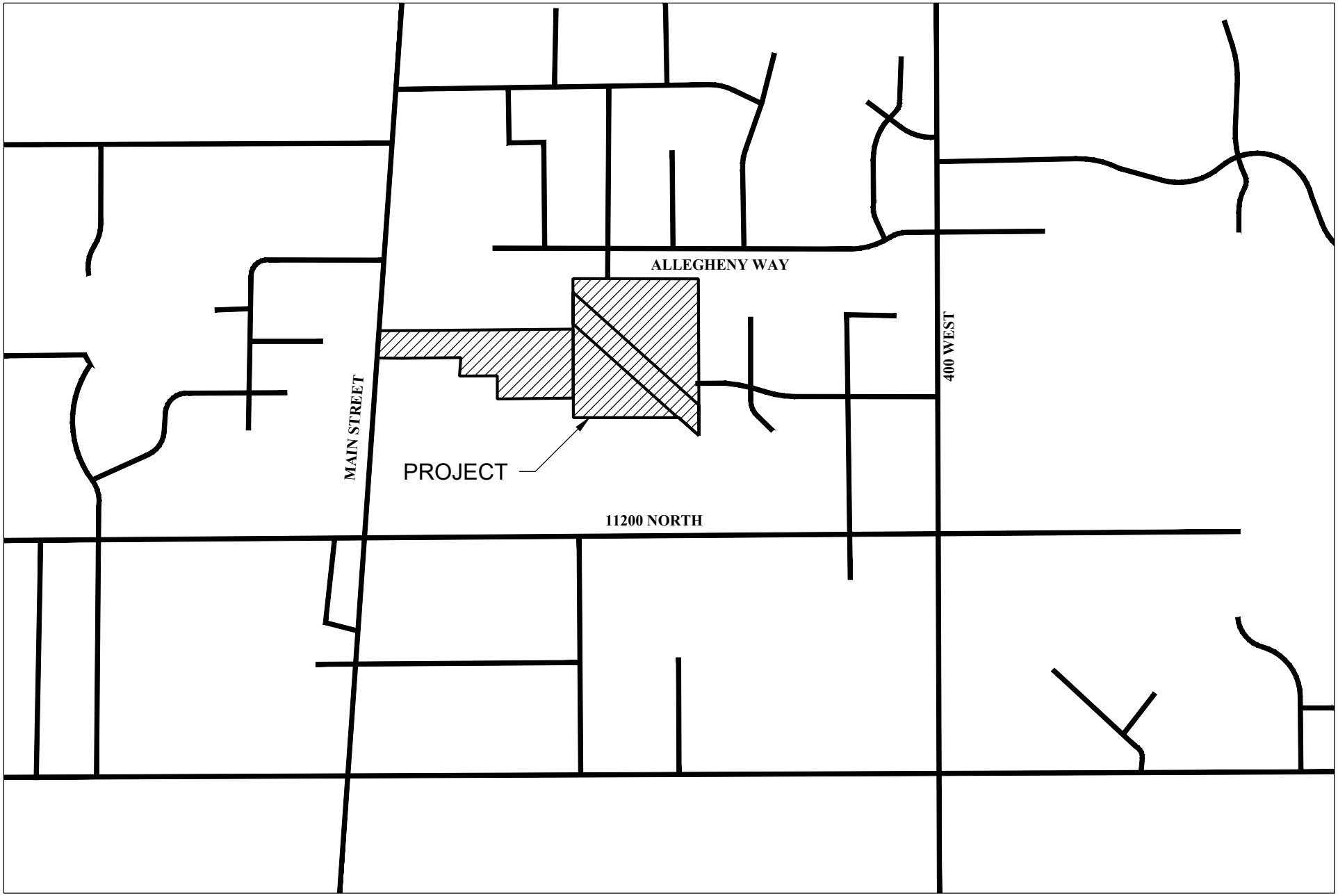
This action will not have a financial impact on this fiscal year's budget expenditure.

ATTACHMENTS:

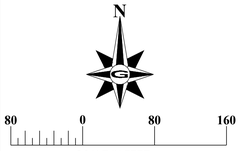
1. Vicinity Map
2. Final Plat received April 20, 2021
3. Letter from the Metropolitan Water District
4. Approval from Rocky Mountain Power
5. UDOT Permit

ATTACHMENT #1:

VICINITY MAP



ATTACHMENT #2:



CONDITIONS OF APPROVAL:
THERE ARE CONDITIONS OF APPROVAL ATTACHED TO THIS SUBDIVISION WHICH ARE INDICATED ON THIS. 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 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, 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 A TRAIL HAS ADDITIONAL RESTRICTIONS OF SIZE AND OPACITY. FENCES ALONG OPEN SPACE OR A TRAIL MUST COMPLY WITH HIGHLAND CITY ORDINANCES. ALL FENCES REQUIRE A FENCE PERMIT PRIOR TO INSTALLATION. IN ADDITION, RETAINING WALLS ARE REGULATED BY ORDINANCE AND REQUIRE A RETAINING WALL PERMIT PRIOR TO CONSTRUCTION.
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. ANY BUILDING OR ROADS NEXT TO OR UNDER THE POWERLINE MUST HAVE PRIOR APPROVAL FROM ROCKY MOUNTAIN POWER BEFORE START OF CONSTRUCTION.

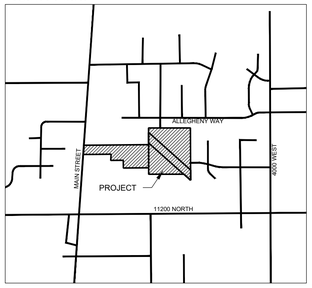
LEGEND

- FOUND SECTION CORNER AS DESCRIBED
- SECTION CORNER (NOT FOUND)
- STREET MONUMENT TO BE SET
- EXISTING STREET MONUMENT
- SET LEAD PLUG
- FOUND AS NOTED
- CORNER NOT SET
- SECTION LINE
- BOUNDARY LINE
- CENTERLINE
- WIRE FENCE

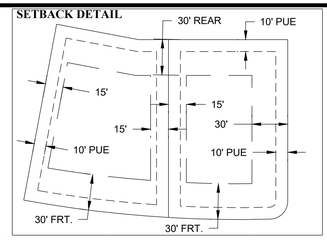
ABERLOUR SUBDIVISION

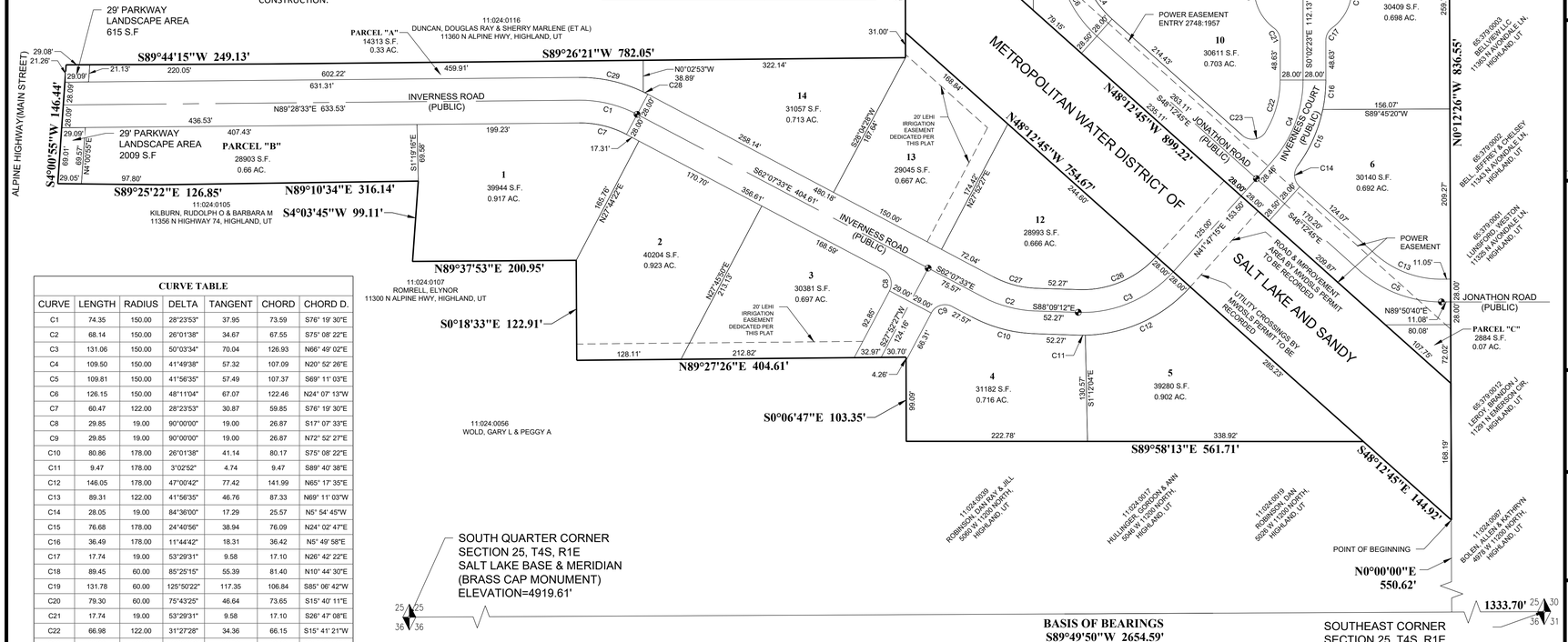
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 25 TOWNSHIP 4 SOUTH RANGE 1 EAST SALT LAKE BASE AND MERIDIAN

VICINITY MAP



SETBACK DETAIL

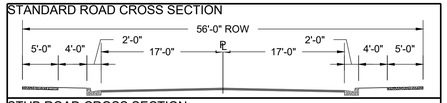




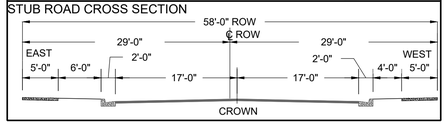
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD D.
C1	74.35	150.00	28°23'53"	37.95	73.59	S76° 19' 30"E
C2	68.14	150.00	26°01'38"	34.67	67.55	S75° 08' 22"E
C3	131.06	150.00	50°03'34"	70.04	126.93	N66° 49' 02"E
C4	109.50	150.00	41°49'38"	57.32	107.09	N20° 52' 26"E
C5	109.81	150.00	41°56'35"	57.49	107.37	S69° 11' 03"E
C6	126.15	150.00	48°11'04"	67.07	122.46	N24° 07' 13"W
C7	60.47	122.00	28°23'53"	30.87	59.85	S76° 19' 30"E
C8	29.85	19.00	90°00'00"	19.00	26.87	S17° 07' 33"E
C9	29.85	19.00	90°00'00"	19.00	26.87	N72° 52' 27"E
C10	80.86	178.00	26°01'38"	41.14	80.17	S75° 08' 22"E
C11	9.47	178.00	3°02'52"	4.74	9.47	S89° 40' 38"E
C12	146.05	178.00	47°00'42"	77.42	141.99	N65° 17' 35"E
C13	89.31	122.00	41°56'35"	46.76	87.33	N69° 11' 03"W
C14	28.05	19.00	84°36'00"	17.29	25.57	N5° 54' 45"W
C15	76.68	178.00	24°40'56"	38.94	76.09	N24° 02' 47"E
C16	36.49	178.00	11°44'42"	18.31	36.42	N5° 49' 58"E
C17	17.74	19.00	53°29'31"	9.58	17.10	N26° 42' 22"E
C18	89.45	60.00	85°25'15"	55.39	81.40	N10° 44' 30"E
C19	131.78	60.00	125°50'22"	117.35	106.84	S85° 06' 42"W
C20	79.30	60.00	75°43'25"	46.64	73.65	S15° 40' 11"E
C21	17.74	19.00	53°29'31"	9.58	17.10	S26° 47' 08"E
C22	66.98	122.00	31°27'28"	34.36	66.15	S15° 41' 21"W
C23	33.28	19.00	100°22'09"	22.79	29.19	S81° 36' 10"W
C24	76.49	122.00	35°55'14"	39.55	75.24	N30° 15' 09"W
C25	26.11	122.00	12°15'51"	13.11	26.06	N6° 09' 36"W
C26	106.59	122.00	50°03'34"	56.97	103.23	S66° 49' 02"W
C27	55.42	122.00	26°01'38"	28.20	54.94	N75° 08' 22"W
C28	6.27	178.00	2°01'04"	3.13	6.27	N63° 08' 05"W
C29	81.96	178.00	26°22'49"	41.72	81.23	N77° 20' 02"W

STANDARD ROAD CROSS SECTION



STUB ROAD CROSS SECTION



SURVEYOR`S CERTIFICATE

I, JOSH F. MADSEN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5152657 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENT AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS ABERLOUR SUBDIVISION AND HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT LOCATED SOUTH 89°49'50" WEST 1333.70 FEET AND NORTH 550.62 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25 AND RUNNING THENCE NORTH 0°12'26" WEST 836.55 FEET; THENCE NORTH 89°59'00" WEST 668.20 FEET; THENCE SOUTH 0°06'47" EAST 268.28 FEET TO A POINT ON A BOUNDARY LINE AGREEMENT PER DOCUMENT ENTRY # 95847:2006; THENCE SOUTH 89°26'21" WEST 782.05 FEET ALONG SAID BOUNDARY LINE AGREEMENT; THENCE SOUTH 89°44'15" WEST 249.13 FEET ALONG SAID BOUNDARY LINE AGREEMENT; THENCE SOUTH 04°00'55" WEST 146.44 FEET TO A POINT ON AFORESAID BOUNDARY LINE AGREEMENT AND THE FOLLOWING SEVEN (7) COURSES); THENCE SOUTH 89°25'22" EAST 126.85 FEET; THENCE NORTH 89°10'34" EAST 316.14 FEET; THENCE SOUTH 4°03'45" WEST 99.11 FEET; THENCE NORTH 89°37'53" EAST 200.95 FEET; THENCE SOUTH 0°18'33" EAST 122.91 FEET; THENCE NORTH 89°27'26" EAST 404.61 FEET; THENCE SOUTH 0°06'47" EAST103.35 FEET; THENCE SOUTH 89°58'13" EAST 561.71 FEET; THENCE SOUTH 48°12'45" EAST 144.92 FEET TO THE POINT OF BEGINNING WITH AN AREA OF 17.478 +/- ACRES.

LESS AND EXCEPTING THE FOLLOWING (SALT LAKE METROPOLITAN WATER DISTRICT):

COMMENCING AT A POINT LOCATED SOUTH 89°49'50" WEST ALONG THE SECTION LINE 1333.70 FEET AND NORTH 550.62 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 48°12'45" WEST ALONG THE SALT LAKE METROPOLITAN WATER DISTRICT'S SOUTHERLY BOUNDARY 899.59 FEET; THENCE NORTH 0°06'47" WEST ALONG A FENCE LINE 167.94 FEET; THENCE SOUTH 48°12'45" EAST ALONG THE SALT LAKE METROPOLITAN WATER DISTRICT'S NORTHERLY BOUNDARY 899.22 FEET; THENCE SOUTH 0°12'26" EAST ALONG A FENCE LINE 168.19 FEET TO THE POINT OF BEGINNING WITH AN AREA OF 2.582 +/- ACRES

THE TOTAL AREA TO BE SUBDIVIDED BY PLAT IS 14.896 +/- ACRES

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAID TRACT TO BE SUBDIVIDED INTO LOTS AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS

ABERLOUR SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

ON THE ____ DAY OF _____, A.D. 20 ____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE MANAGER OF _____ BY _____, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED VOLUNTARILY FOR SAID CORPORATION AND FOR THE USES AND PURPOSED HEREIN MENTIONED.

_____
_____
ITS MANAGER:_____

_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC RESIDING AT

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS_____DAY OF _____, A.D. 20_____.

_____
HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED AS TO FORM THIS_____DAY OF _____, A.D. 20_____.

BY THE HIGHLAND CITY PLANNING COMMISSION.

_____ _____
DIRECTOR, COMMUNITY DEVELOPMENT CHAIR, PLANNING COMMISSION

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 PUPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS_____DAY OF _____, 20_____.

_____ _____
APPROVED BY ENGINEER APPROVED BY MAYOR

_____
CLERK/RECORDER

DOMINION ENERGY GAS COMPANY

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS.

APPROVED THIS_____DAY OF_____, 20_____

QUESTAR GAS COMPANY

BY:_____

TITLE:_____

UTILITIES APPROVAL

"UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT AND ALL OTHER RELATED FACILITIES ABOVE AND BELOW GROUND 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 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 OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE OWNER'S EXPENSE. AT NO TIME SHALL ANY PERMANENT STRUCTURES OR ANY OTHER OBSTRUCTIONS BE PLACED WITHIN THE PUE THAT INTERFERE WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE."

_____
ROCKY MOUNTAIN POWER DATE

_____
CENTURY LINK/QWEST DATE

_____
XFINITY/COMCAST DATE

_____
LEHI IRRIGATION DATE

ABERLOUR SUBDIVISION

LOCATED IN THE SOUTHEAST 1/4 SECTION 25 TOWNSHIP 4 SOUTH RANGE 1 EAST SALT LAKE BASE AND MERIDIAN

SURVEYOR SEAL	NOTARY PUBLIC SEAL	HIGHLAND CITY ENGINEER SEAL	HIGHLAND CITY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR JOSH F. MADSEN No. 5152657 STATE OF UTAH			

GILSON ENGINEERING
Consulting Engineers & Surveyors
12401 SOUTH 450 EAST BUILDING C, UNIT 2, DRAPER, UT 84020
PHONE: (801) 571-9414 FAX: (801) 571-9449

OWNERS: RED SAND REAL ESTATE DEVELOPMENT/XITO FARMS LLC
11400 N ALPINE HWY, HIGHLAND, UT 84003

ATTACHMENT #3:

Metropolitan Water District of Salt Lake & Sandy
3430 East Danish Road, Cottonwood Heights, UT 84093
Phone: 801-942-1391 Fax: 801-942-3674
www.mwdsls.org

August 25, 2020

Highland City Planning Commission
Attn: Tara Tannahill, Community Development
5400 West Civic Center Drive
Highland, Utah 84003

Delivered electronically to:
planning@highlandcity.org

Dear Ms. Tannahill:

The Metropolitan Water District of Salt Lake & Sandy is responsible for the treatment and delivery of drinking water to more than 400,000 people in the Salt Lake Valley. The water the District treats is conveyed from Deer Creek Reservoir to the Little Cottonwood Treatment Plant in Cottonwood Heights through the Salt Lake Aqueduct, a mostly 84-inch outside diameter, mostly reinforced concrete pipe. The Salt Lake Aqueduct traverses Highland City.

We appreciate the notice of tonight's Planning Commission meeting and city staff's consistency in involving the District in projects near the District's interests. We desire to advise the Planning Commission of the District's outstanding concerns related to the Aberlour subdivision. We believe these can be resolved to the District's satisfaction prior to final plat approval.

The District owns a piece of property 125 feet wide that splits the development. This property is incorrectly referred to as an easement in the project background. Because the District owns the land it has more control of its use than for an easement. Our records and prior surveys conflict with the property lines shown on the subdivision plat. Although the developer has attempted to resolve this matter the preliminary plat still includes a 0.82-foot discrepancy at the southeast corner of Lot 5. Once the discrepancy is resolved the District will have the

The road crossing will require an agreement between the District, developer, and city. This is different than a road easement in that the District retains the dominant property estate. The road will not be considered a public road for the purpose of utility franchises. The city will be responsible for road and sidewalk maintenance, including snow removal.

City utilities will be permitted by separate agreement and will require renewal (including appropriate fees) every 25 years. Other utilities may be permitted and only by agreement. This will require entities such as Dominion Energy, CenturyLink, Comcast, and Pacificorp to provide full plans to the District in advance of work. It is our experience some of these entities will require six or more months to coordinate this work, and encourage the developer to facilitate that process to ensure it is adequately and timely handled.

Use of the District's property will not be permitted by adjoining property owners. The District is likely to fence the property to discourage illegal dumping, particularly during construction.

Metropolitan Water District of Salt Lake & Sandy
3430 East Danish Road, Cottonwood Heights, UT 84093
Phone: 801-942-1391 Fax: 801-942-3674
www.mwdsls.org

Finally, the plat shows a drainage swale to the west of the District's property and Lot 11. The District must be involved in the planning around this swale for that portion that crosses the District's land.

Thank you again for the opportunity to provide comment on this development. I am available to answer any questions at 801-942-9687 or allen@mwdsls.org.

Sincerely,

Ammon Allen, P.E.
Engineering Supervisor

ATTACHMENT #4:

From: DeLeeuw, Carolyn
To: Brandon Preece
Subject: RE: Aberlour Subdivision: Highland City
Date: Thursday, July 2, 2020 1:35:15 PM

Brandon,

It looks like all you will need is a signature on the plat, giving Rocky Mountain Power's approval. I have reviewed the plat and will be glad to sign it. You will need to bring the mylar to our office at 70 North 200 East, American Fork, Utah, anytime Monday through Friday (except for holidays) 7:30 am to 4:00 pm.

Thanks,

Carolyn DeLeeuw
Estimating Department
American Fork Service Center
Phone: 801-756-1273
Email: carolyn.deleeuw@rockymountainpower.net

Electric Service Requirements

From: Brandon Preece [mailto:brandon@gilsonengineering.com]
Sent: Thursday, July 2, 2020 11:47 AM
To: DeLeeuw, Carolyn <Carolyn.Deleeuw@rockymountainpower.net>
Subject: [INTERNET] RE: Aberlour Subdivision: Highland City

** REMEMBER SAIL WHEN READING EMAIL **

Sender	The sender of this email is brandon@gilsonengineering.com using a friendly name of Brandon Preece . Are you expecting the message? Is this different from the message sender displayed above?
Attachments	Does this message contain attachments? Yes If yes, are you expecting them? image001.gif, SUB.ALP.010.19 6-19-20.pdf
Internet Tag	Messages from the Internet should have **[INTERNET]** added to the subject.
Links	Does this message contain links? Yes Check links before clicking them or removing BLOCKED in the browser.
Cybersecurity risk assessment: Medium	

ATTACHMENT #5:

Keeping Utah Moving
Access Management Program

CONDITIONAL ACCESS PERMIT

GENERAL INFORMATION			
Issuance Date	Region	Project Name	OLP Application ID
2/23/2022	Region 3	Aberlour	122567
Physical Address	City	Permit Type	Access Use Type
11400 North Alpine Highway	HIGHLAND	Improvement	Public Street

PERMITEE INFORMATION			
Property Owner Name	Primary Contact	Primary Phone	Email
Highland City	JoAnn Scott	(801) 772-4515	publicworks@highlandcity.org

LOCATION, WIDTH, AND ACCESS CATEGORY INFORMATION					
State Route	Milepost Marker	DD Center Latitude	DD Center Longitude	Access Width	Access Category
0074	4.25			40	7 - Community Rural
0074	4.25	40.4370872	-111.7846504	40	7 - Community Rural
0074	4.339	40.4383756	-111.7845336	40	7 - Community Rural

A Conditional Access Permit is hereby authorized subject to the Utah Department of Transportation's (the Department's) Access Management Rule (Utah Administrative Code R-930-6), the Utility Accommodation Rule (Utah Administrative Code R930-7), the Standard Specifications for Road and Bridge Construction, and any terms, conditions, and limitations set forth herein. Per Utah Administrative Code R930-6-8(6)(g), a Conditional Access Permit shall expire if the access construction is not completed within twelve (12) months of the issuance date as identified at the top left of this document.

By carrying out the activities authorized by this approval the permittee and the permittee's successors in interests and/or assigns agree to accept all terms, conditions, and, limitations, of the approval including any attachments submitted with the Conditional Access Permit Application. In addition, the permittee certifies they will comply with all applicable regulations, properly control and warn the public of said work to prevent accident, and shall defend, indemnify and hold harmless the Department from all damages arising out of any and all operations performed during construction and operation of said access. Per Utah Administrative Code R930-6-8(5)(e), the permittee understands any intentional misrepresentation of existing or future conditions or of information requested for the application for the purposes of receiving a more favorable determination is sufficient grounds for permit revocation. The access allowed under this permit creates a license to only access a state highway to the extent provided in the permit. The access may be closed, modified or relocated by UDOT if, at any time, UDOT determines in its sole discretion that safety, efficiency or other reasons so require. UDOT will not be liable for any costs, losses or damages resulting from UDOT's review and comments on the submitted plan sets for a Conditional Access Permit.

This conditional access permit does NOT allow construction or other activities within a state right-of-way. An encroachment permit must be separately applied for and issued before any construction within a state right-of-way may commence. Work on UDOT's right-of-way is seasonally restricted from October 15 to April 15. Work is not allowed on the right-of-way during the AM/PM peak traffic hours of 6:00 A.M. to 9:00 A.M. and 3:30 P.M. to 6:00 P.M. Some exceptions to this A.M./P.M. peak travel work restriction may be permissible for low AADT routes in rural areas. Any such exception requires special Region approval and must be explicitly stated on the approved encroachment permit.

Authorizing Name (printed)	Marshall Terry	Authorizing Name (signed)	

TERMS, CONDITIONS, AND LIMITATIONS

1. A copy of this permit must be posted in a conspicuous location and be available for immediate review at the location of the permitted activity. No exceptions.
2. This agreement and/or permit is UDOT approval only. The permittee is responsible for obtaining clearances, authorizations, or permits from railroads, private property owners, other utility owners, and other government agencies as may also be required.
3. By the accepting this permit, the permittee acknowledges the hazardous nature of conducting activities within the right-of-way and assumes full responsibility in the event of an accident or other incident involving death, injury, or damages to any party resulting from the permittee's authorized use of the right-of-way.
4. All work performed under this permit must be in accordance with UDOT approved plans and standard drawings unless otherwise stated in writing.
5. The primary function of the highway is for transportation purposes. All other highway purposes are subordinate to this primary purpose. By conducting the activities authorized by this permit, the permittee agrees to timely prosecute the permitted activities in a manner that minimizes transportation-related impacts including but not limited to; ensuring overall site safety as an overarching priority, and by applying systematic efforts to minimize, or shorten, the project schedule.
6. UDOT may cancel, suspend, or revoke this permit due to:

   A) Non-compliance with the permit provisions including terms, conditions, and limitations

B) Deviating from the approved permit provisions without written authorization
C) Misrepresentation(s) discovered on the originating application, or associated documents
D) Adverse weather or traffic conditions
E) Concurrent transportation construction or maintenance operations in conflict with the permit
F) Any condition deemed unsafe for workers or for the traveling public
G) Any other condition that arises where work stoppage may be warranted for cause

In the event of a cancellation, suspension, or revocation the permittee shall promptly terminate occupancy of the right-of-way.

7. At all times the permittee and all activities authorized under this permit will comply with all applicable federal and state constitutions, law, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
8. Use current edition of UDOT standard drawings for traffic control. Use Utah MUTCD standards for traffic control elements not shown in UDOT standard drawings. Traffic control must be maintained at the encroachment site for the entire encroachment period.
9. Before constructing the access connection authorized by this conditional access permit, an encroachment permit must be secured first.
10. The permittee agrees to maintain the permitted access in a professional workmanlike manner, free from physical defects including but not limited to potholes or other similar substandard conditions for the life of the permit. The permit holder's maintenance-related responsibilities shall extend to UDOT's edge of asphalt where said permitted access physically connects to UDOT's main traveled way and shall be guaranteed in perpetuity. Failure to properly maintain said private access point shall be grounds for permit revocation and for the closure of the permitted access point.

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3

DATE: July 5, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Nathan Crane, AICP
City Administrator/Community Development Director
SUBJECT: **PURCHASE CONTRACT**– 9768 N Pheasant Drive. *Administrative*

PURPOSE:
The City Council will consider a Real Estate Purchase Contract (REPC) to the residential lot located at 9768 N Pheasant Drive for $465,000. The Council will take appropriate action.

DISCUSSION:
On September 21, 2021, the City Council approved a resolution to declare 31,25 square feet of property surplus in the Pheasant Hollow subdivision that was not needed for right-of-way for Canal Boulevard.

On October 5, 2021, the Council approved an amendment to the final plat.

On October 19, 2021, the City Council held a public hearing and adopted a resolution declaring the property surplus.

The property was listed with a local real estate agent. This was the best of two offers that were received.

PROPOSED MOTION:
I move that the City Council approve the real estate purchase contract for the residential lot located at 9768 N Pheasant Hollow Drive.

ATTACHMENTS:
1. REPC

ATTACHMENT #1:

Utah Association of REALTORS®

REAL ESTATE PURCHASE CONTRACT FOR LAND

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

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 25th day of April, 2022 ("Offer Reference Date") Maggie Rehrer ("Buyer") offers to purchase from Highland City ("Seller") the Property described below and **[ ] delivers to the Buyer's Brokerage with this offer, or [X] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23)**, Earnest Money in the amount of $$10,000 in the form of Cashier's Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage _____ Phone: _____

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

OTHER PROVISIONS

1. PROPERTY: 9766 N Pheasant Dr, Highland, Utah County, Ut 84003
also described as: _____
City of Highland, County of Utah State of Utah, Zip 84003 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) _____

1.2 Excluded Items. (specify) _____

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

2. PURCHASE PRICE. The Purchase Price for the Property is $$450,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$$10,000 **(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

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

$_____ **(c) Seller Financing.** (see attached Seller Financing Addendum)

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

$$450,000 **PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

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

 Buyer's Initials MP Date 4/25/2022 Seller's Initials _____ Date _____

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

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

_____

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

_____

The provisions of this Section 3.4 shall survive Closing.

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

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

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: **[X] Upon Closing; [ ] ____ Hours after Closing; [ ] ____ Calendar Days after Closing; [ ] Other (explain)**

_____

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

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

Seller's Agent	Christopher Kemp, represents	**[X] Seller [ ] both Buyer and Seller as a Limited Agent;**
Seller's Brokerage	Equity Real Estate - Premier Elite Branch, represents	**[X] Seller [ ] both Buyer and Seller as a Limited Agent;**
Buyer's Agent	Steven L DeYoung, represents	**[X] Buyer [ ] both Buyer and Seller as a Limited Agent;**
Buyer's Brokerage	Equity Real Estate - Solid, represents	**[X] Buyer [ ] both Buyer and Seller as a Limited Agent.**

6. TITLE & TITLE INSURANCE.

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

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

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

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;

 Buyer's Initials MP DS Date 4/25/2022 Seller's Initials _____ Date _____

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

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

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

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

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

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

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

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

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

 Buyer's Initials MP DS Date 4/25/2022 Seller's Initials _____ Date _____

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: **[ ] WILL [X] WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $0. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

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

_____

10. AS-IS CONDITION OF PROPERTY.

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

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

11. FINAL PRE-SETTLEMENT INSPECTION.

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

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

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

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

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

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

 Buyer's Initials MP DS Date 4/25/2022 Seller's Initials _____ Date _____

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

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

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

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

(a) Seller Disclosure Deadline	May 09, 2022 (Date)
(b) Due Diligence Deadline	See Addendum 1 (Date)
(c) Financing & Appraisal Deadline	N/A (Date)
(d) Settlement Deadline	See Addendum 1 (Date)

 Buyer's Initials MP Date 4/25/2022 Seller's Initials _____ Date _____

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 : 00 **[ ] AM [X] PM** Mountain Time on April 26, 2022 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

DocuSigned by: Maggie Rehrer 4/25/2022

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Maggie Rehrer

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

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

[ ] REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

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 Buyer's Initials DS MP Date 4/25/2022 Seller's Initials _____ Date _____

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [X] ADDENDUM [ ] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 25th day of April, 2022 including all prior addenda and counteroffers, between Maggie Rehrer as Buyer, and Highland City as Seller, regarding the Property located at 9766 N Pheasant Dr, Highland, Utah County, Ut 84003. The following terms are hereby incorporated as part of the REPC:

1. Due Diligence to be 21 days after Highland City adjusts easement on the back side of the property.

2. Closing to be 45 days after due diligence.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[X] Seller [ ] Buyer** shall have until 5:00 **[ ] AM [X] PM** Mountain Time on April 26, 2022 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

DocuSigned by: Maggie Rehrer 4/25/2022

[x] Buyer [ ] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] ACCEPTANCE: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

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

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

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

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

ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [ ] ADDENDUM [X] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 25th day of April, 2022 including all prior addenda and counteroffers, between Maggie Rehrer as Buyer, and Highland City as Seller, regarding the Property located at 9766 N Pheasant Dr, Highland, UT 84003. The following terms are hereby incorporated as part of the REPC:

1) Purchase price will be $465,000

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[ ] Seller [X] Buyer** shall have until 5:00 **[ ] AM [X] PM** Mountain Time on May 04, 2022 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

DocuSigned by:
Kurt Ostler 5/4/2022
6BC3072D8B5430...

[ ] Buyer [X] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[X] ACCEPTANCE: [ ] Seller [X] Buyer hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

DocuSigned by:
Maggie Rehrer 5/4/2022
51AC4104FFA249D...

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

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

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

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

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #4

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **PUBLIC HEARING: CONDITIONAL USE PERMIT** – Angela Johnson Sculptures

TYPE: **ADMINISTRATIVE:** The City Council is the approval body for conditional use permits, after receiving a recommendation from the Planning Commission. The Planning Commission may recommend reasonable conditions to mitigate reasonably anticipated effects of the proposed use.

PURPOSE:

The City Council will hold a public hearing to consider a request by Angela Johnson for a Conditional Use Permit for an art gallery located at approximately 6233 W 10150 N. The City Council will take appropriate action.

BACKGROUND:

Code Compliance

In December, 2021, a resident contacted the City to complain about the use of the property.

On December 7, 2021, the City sent Angela Johnson a letter notifying that it had been brought to our attention that there was a home-based business operating from the property. The City had no record of a business license.

On December 8th, 2021, Angela Johnson submitted a home occupation business license application to the City. On December 14th, notifications of the application were mailed to residents within a 300-foot radius. Six (6) residents contacted the city, either by phone or email, and expressed concerns regarding traffic, parking, privacy, and frequency of the tours.

Because the structure the applicant requested to run the home occupation out of was detached from the main dwelling, Staff met with the applicant to discuss options. The only option that could allow the applicant to continue sculpting and holding tours in the detached structure was to apply for a conditional use permit.

Angela Johnson submitted a Conditional Use Permit application on January 5th, 2022.

On January 11th, 2022, the applicant contacted the City stating that they "decided to terminate all tours to [the] studio."

On January 13th, City staff sent out notifications to the same 300' radius informing that the applicant had withdrawn their business license application.

February 15th, 2022, the City's Code Compliance Officer received a complaint that the applicant was still conducting tours on the property.

April 20th, 2022, another complaint was submitted.

April 28th, 2022, the City contacted Angela Johnson to notify her that the City was aware of the tours still being held. The City made it clear that if she wanted to continue holding tours, a conditional use permit was required.

May 10th, 2022, the applicant's representative, Brett Folkman, agreed to have the conditional use permit go to the Planning Commission and City Council for consideration.

R-1-40 Zone (Section 3-4101):

1. The objective in establishing the R-1-40 Residential Zone is to support a very low-density residential environment within the City, which is characterized by large lots, well-spaced buildings, well-kept lawns, trees and other landscaping with the nature of the environment substantially undisturbed, a minimum of vehicular traffic, and quiet residential conditions favorable for family life.
2. Representative of the uses within the R 1 40 Zone are single-family dwellings, schools, churches, parks, playgrounds, and other community facilities designed in harmony with the characteristics of the Zone. (see section 5-128)
3. Multi-family dwellings (with the exception of approved accessory dwelling units as defined within Section 3-624 of this Code), commercial and industrial use areas are strictly prohibited in this Zone.

In the R-1-40 Zone, libraries, museums, and art galleries are conditional uses. Conditional uses are *permitted* uses that may be harmonious under special conditions and in specific locations within a zone. A conditional use permit is required for all conditional uses.

Conditional Uses:

If a use is allowed as a conditional use, it is assumed that the use is desirable but that it may require an extra level of review. The Planning Commission shall review the proposed conditional use and may recommend to the City Council reasonable conditions to mitigate (mitigate means to reduce the negative aspects, not eliminate them) the reasonably

anticipated detrimental effects of the proposed use as set forth below:

1. In reviewing the application and proposed conditional use, the Planning Commission shall review the information provided by the applicant and city staff and the factors, standards, and ordinances applicable to the proposed use, including those set forth in this chapter.
2. The Planning Commission shall recommend approval of the conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable, objective standards.
3. The Planning Commission may not require elimination of all detrimental effects as a condition of recommending approval if the detrimental effects can be reasonably mitigated.
4. Upon the recommending of any conditional use permit, the Planning Commission shall itemize, describe, and justify the recommended conditions imposed on the use and the detrimental effects being mitigated by those conditions.
5. The recommendation of the Planning Commission shall be forwarded to the City Council.

The applicant is working on a sculpture project that will eventually be part of an exhibit at Thanksgiving Point. The applicant has been giving tours to groups, both small and large, multiple times a week to see the project and are asked to donate. The applicant identifies the program as a non-profit organization, which by Section 10-1-203 of Utah State Code is considered a business and requires a business license.

SUMMARY OF THE REQUEST:

1. The applicant is requesting a conditional use permit approval for an art gallery in a detached garage on the back of the residential property located at 6233 W 10150 N.

2. Tours are being held multiple times a week, typically in the evenings. In the attached project narrative, the applicant has expressed that they are open eliminating public tours but still hold tours for family and friends as well as potential donors several times a month.

3. The applicant is requesting the conditional use permit “also allow a few volunteers to assist with the clay statues being sculpted in the detached garage”.

4. Two pods have been built for storage purposes. They are located adjacent to the detached garage.

5. The vehicular access to the detached garage is from the driveway off of 10150 N.

6. The sight provides space for approximately 6 cars off of the street.

CITIZEN PARTICIPATION:

Notice of the public hearing associated with this request posted on the state and city websites June 9, 2022. Notification letters were also mailed to all property owners within 500 feet of the proposed site on June 9, 2022. Notice of the public hearing to be held at City Council was posted on the state and city websites June 23rd, 2022. Notification letters were also mailed to all property owners within 500 feet of the proposed site on June 23rd, 2022.

Residents have expressed concern regarding the tours being held. See attached for resident correspondence.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on June 28th, 2022. Nine (9) residents spoke during the public hearing. The concerns expressed were regarding the commercial use in a residential zone, traffic, parking, light from cars, frequency of the tours, the number of people at the tours, etc. The majority of the residents expressed their support for the project, but their frustration with the tours.

After much discussion, the majority of the residents and the applicant's representative came to an agreement. The Planning Commission's motion reflects that agreement.

The Planning Commission recommended **APPROVAL** of the Conditional Use Permit for Angela Johnson Sculptures with the following stipulations:

1. The site shall comply with the site plan and elevations received January 5, 2022.
2. The structure and site be updated to follow ADA requirements. These improvements shall be reviewed and approved by the City Building Official.
3. The proposed use apply for a Highland City business license.
4. A fire inspection be required as part of the business license application process.
5. Due to the unique circumstances of this use, the conditional use permit shall expire when the property is sold to a new owner or the structures associated with the conditional use are converted to another use; the permit will expire regardless by end of July, 2024.
6. No more than seven (7) tours per month, two (2) can go until 8 pm, the rest must end by 7 pm. There must be lighted house numbers visible, and no driving in the dark on the gravel road. Two donor automobiles maximum per visit.

The vote was 6-0.

REQUIRED FINDINGS/ANALYSIS:

The City Council shall approve a conditional use if reasonable conditions are proposed, or

can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use. The City Council may not require elimination of all detrimental effects. The Planning Commission and City Council shall review, but not limit their review, to the following considerations and standards where applicable to the application:

1. **The Site of the Structure or Use:**

   The property the art gallery is located in is 1.05 acres. In the R-1-40 Zone, accessory structures cannot cover more than 5% of the gross lot square footage. This allows for an accessory structure that is approximately 2,285 square feet. The existing 2,268 square foot detached garage structure has a rear setback of 20' and side setbacks of approximately 40'. The structure is approximately 24 ½ feet tall. The square footage, setbacks, and building height meet the requirements for accessory structures in the R-1-40 Zone as defined in the Development Code. The building permit for the building was issued in 2017.

   The maximum number of off-street parking spaces on the gravel area is 6. Parking requirements for similar uses are 4 parking spaces per 1,000 square feet, which would require 8 parking spaces on the site. A potential condition of the conditional use permit is to require an additional 2 off-street parking spaces be provided to mitigate the unusual impact of visitors to the residential lot.

   The building is accessed from a residential driveway off of 10150 N.

   The structure also has two motion sensitive lights.

   If the conditional use permit is approved, the structure and site will need to meet ADA requirements. A stipulation has been added to the proposed motion to address this.

2. **The Impact on Surrounding Uses**

   The applicant represents in the project narrative that in the past, two tours were given each evening Monday through Thursday. One of the complainants shared that tours were held on May 1st, 3rd, 5th, and 7th. The project narrative states that the applicant is open to eliminating public tours but would still like to hold tours for family and friends as well as potential donors several times a month

   The applicant expressed that they are open to discussing possible landscape or fence screening solutions, depending on what the neighbor's prefer.

   A potential condition of the conditional use permit would be to require opaque fencing

or screening, within the limitations of the City's fencing ordinances for this zone to mitigate the potential for visitors to accidentally walk into, shine headlights into, and otherwise impact neighbors' property.

3. Safety of Persons and Property

The proposed structure/use is surrounded low density residential. The detached garage is approximately 160 feet from the nearest single-family dwelling.

The exterior lighting on the structure is motion censored.

If the building is to be open to the public, a fire inspection by the Fire Chief will be required, and the building must meet ADA standards. Stipulations have been added to the proposed motion to address this.

4. Health and Sanitation

The site is served by existing City culinary water, pressurized irrigation, and sanitary sewer lines. The art gallery has one half bath. The existing infrastructure has the capacity to serve this use.

5. Environmental Issues

There appears to be no environmental issues related to pollution, dust and erosion, sensitive lands, etc. related to the proposed use or site.

6. General Plan and Characteristics of the Surrounding Properties

The subject property is designated as low-density residential on the Land Use Map of the General Plan. The existing R-1-40 zoning is consistent with the low-density residential designation in the General Plan. The proposed use is allowed in the R-1-40 Zone subject to conditional use permit approval.

The proposed use is surrounded by acre-sized residential lots in the Mountain View Acres Subdivision.

The proposed site will not substantially change the look or character of the surrounding area. Screening and maximum tour attendance should be considered in the approval of this conditional use to minimize impact on the surrounding residential properties, as discussed above.

REASONABLE CONDITIONS:

The City Council should consider placing reasonable conditions on the conditional use permit to mitigate the reasonably anticipated detrimental effects of the proposed use. Staff recommends the City Council consider giving recommendations relating to, but not limited to, the following:

- Hours of operation
- Frequency (maximum number per week or minimum spacing between tours)
- Maximum number of attendees for each tour
- Screening
- Lighting
- Signage
- Employees/Volunteers
- Parking

CONCLUSION:

With the proposed stipulations, the proposed site and use appears to meet the General Review Criteria for Conditional Use Permits and the requirements in the R-1-40 Zone.

RECOMMENDATION:

If the City Council identifies reasonable conditions on the conditional use permit to mitigate reasonably anticipated detrimental effects of the art gallery in a residential zone and decides to recommend approval, staff would suggest the following stipulations (the City Council will need to draft reasonable conditions – see #6):

1. The site shall comply with the site plan and elevations received January 5, 2022.
2. The structure and site be updated to follow ADA requirements. These improvements shall be reviewed and approved by the City Building Official.
3. The proposed use apply for a Highland City business license.
4. A fire inspection be required as part of the business license application process.
5. Due to the unique circumstances of this use, the conditional use permit shall expire when the property is sold to a new owner or the structures associated with the conditional use are converted to another use.
6. Other conditions found to be reasonably necessary to offset anticipated impacts, including parking, screening, frequency, visitors, etc.

The Planning Commission recommends stipulations #5 and #6 be changed to the following:

5. Due to the unique circumstances of this use, the conditional use permit shall expire when the property is sold to a new owner or the structures associated with the conditional use are converted to another use; the permit will expire regardless by end of July, 2024.
6. No more than seven (7) tours per month, two (2) can go until 8 pm, the rest must end by 7 pm. There must be lighted house numbers visible, and no driving in the

dark on the gravel road. Two donor automobiles maximum per visit.

To track the number of tours staff would suggest that the Council add specific days where tours would be allowed in stipulation #6.

MOTION FOR APPROVAL:
I move that the City Council **APPROVE** the conditional use permit for Angela Johnson Sculptures subject to the six (6) stipulations recommended by the Planning Commission and/or revised by the City Council.

MOTION FOR DENIAL:
I move that the City Council **DENY** the conditional use permit for Angela Johnson Sculptures based on the following findings: (the City 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. Site Plan
3. Building Elevations
4. Project narrative
5. Resident Correspondence

ATTACHMENT #1:

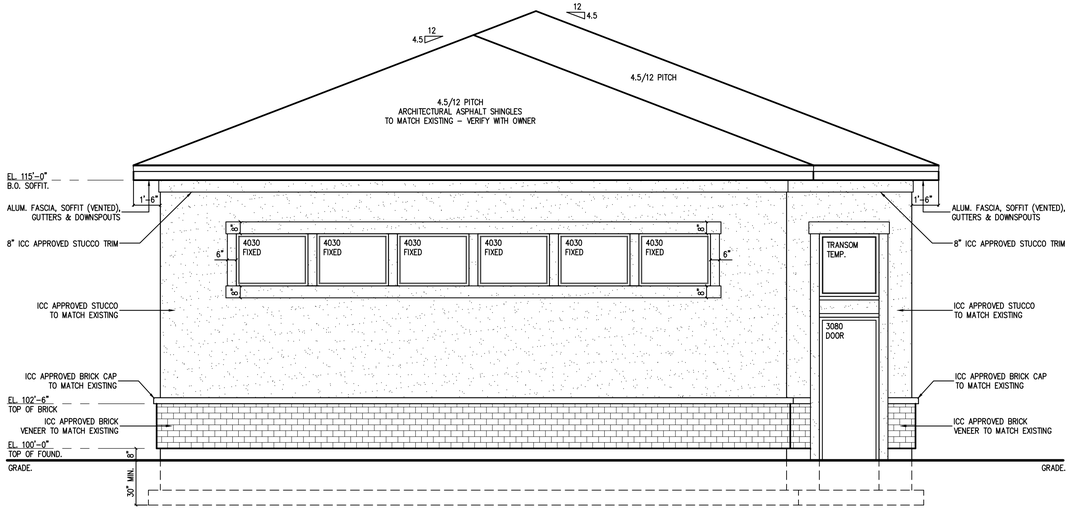
ATTACHMENT #2:

Reviewed For Code Compliance by HIGHLAND CITY Approved Plans Must Remain on the Job

THESE DRAWINGS OR ANY PARTS THEREOF, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF THE ARCHITECTS AND MAY NOT BE REPRODUCED OR USED ON OTHER WORK WITHOUT THEIR WRITTEN CONSENT

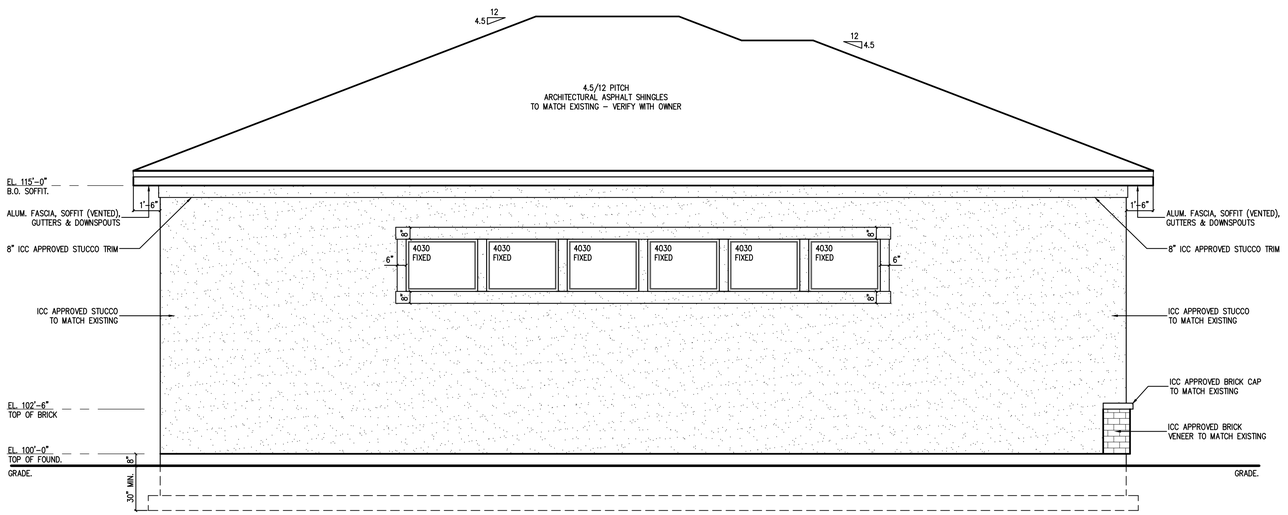
PLOT DATE: 8/28/2017 Q:\ACADFile\ANGELA JOHNSON GARAGE\WORKING\JOHNSON_A2-0-ELEV.dwg

ATTACHMENT #3:



1 FRONT ELEVATION

SCALE: 1/4" = 1'-0"



2 LEFT ELEVATION

SCALE: 1/4" = 1'-0"

6233 W 10150 N HIGHLAND, UT

REVISIONS

DRAWN BY AMS

HARRIS ARCHITECTURE
3320 N UNIVERSITY AVENUE #200, PROVO UT 84604 | 801-377-6303 | WWW.HARRIS-ARCHITECTURE.COM

A NEW PROJECT FOR
JOHNSON GARAGE
FRONT AND LEFT ELEVATIONS

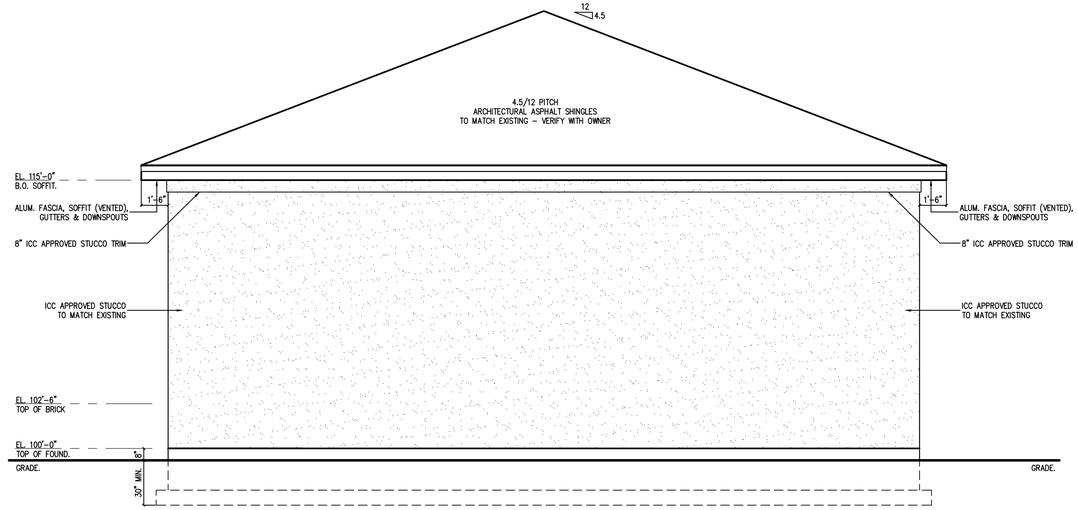
08-26-2017
HIGHLAND, UT

A2.0

Reviewed For Code Compliance by HIGHLAND CITY
Approved Plans Must Remain on the Job

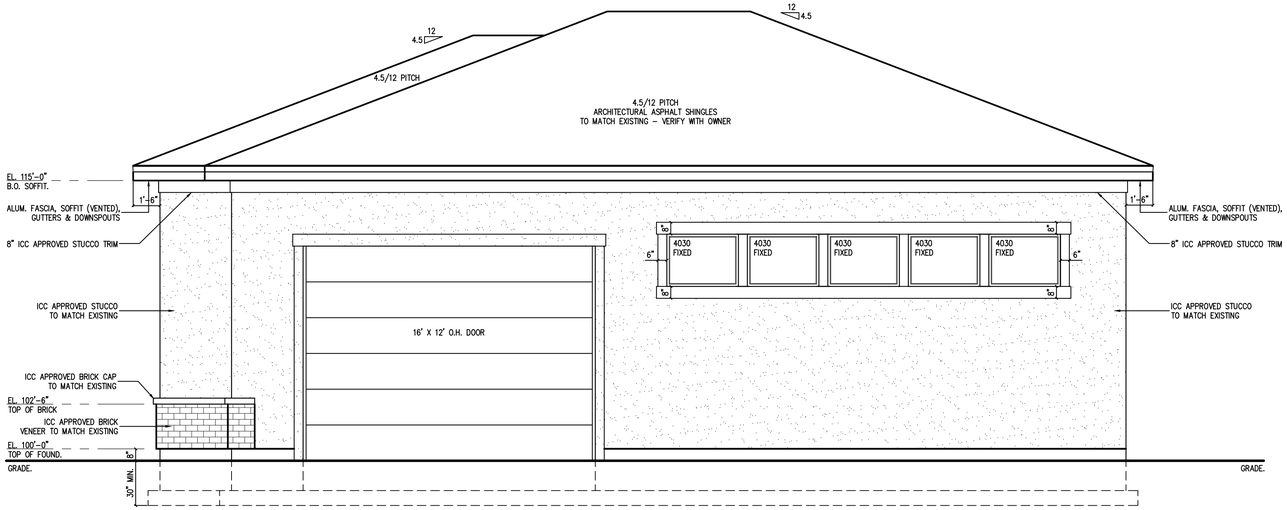
THESE DRAWINGS OR ANY PARTS THEREOF, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF THE ARCHITECTS AND MAY NOT BE REPRODUCED OR USED ON OTHER WORK WITHOUT THEIR WRITTEN CONSENT

PLOT DATE: 8/28/2017 Q:\ACADFile\ANGELA JOHNSON GARAGE\WORKING\JOHNSON_A2-0\ELEV.dwg



1 REAR ELEVATION

SCALE: 1/4" = 1'-0"



2 RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REVISIONS

DRAWN BY
AMS

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A NEW PROJECT FOR
JOHNSON GARAGE

REAR AND RIGHT ELEVATIONS

08-26-2017
HIGHLAND, UT

A2.1

6233 W 10150 N HIGHLAND, UT

REGISTERED ARCHITECT
HARRIS
#5100321-0142
08/28/17
STATE OF UTAH

Angela Johnson Application

Conditional Use Permit Project Narrative

The evidence presented herein is such as to show all of the following:

- That such use will not under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity.
- That the proposed use will comply with regulations and conditions specified in the Highland City Development Code for such use.

Detailed description of the proposed use.

The detached garage approved and built many years ago has and is being used to sculpt a clay model presentation of The Tree of Life Vision from the Book of Mormon. The model is an artist rendition of this vision and contains approx. 200 maquette sized clay figures. A 501(c)(3) IRS approved Utah Nonprofit – Christ is the Light of the World – Tree of Life Foundation will be enlarging this maquette sized model and installing it in Ashton Gardens at Thanksgiving Point adjacent to the existing The Light of the World outdoor sculpture garden depicting 15 scenes from the life of Jesus Christ.

The specific conditional use permit request being made is to simply continue using the detached garage as it has been used for the last 3+ years. However, Public tours will NO LONGER be offered and will not occur. Historically, due to word-of-mouth excitement, there were at times two tours each evening M-TH with volunteer docents giving tours mostly for Young Women, Young Men and Relief Society groups at their request. These tours will NO longer be done and this request does not seek approval for public tours. The request does include the occasional (several times a month) family/friends and potential donors to visit the studio to see if they would like to donate to the nonprofit for the future exhibit at Thanksgiving Point. These will be small and infrequent with no impact to any of the various areas outlined by Highland City and addressed below.

The specific conditional use permit requested will also allow a few volunteers to assist with the clay statues being sculpted in the detached garage, along with the use of manual sculpting tools that make no noise.

While this project is not being commissioned by The Church of Jesus Christ of Latter-day Saints, several of the LDS general boards have been to see the studio model and are excited for its completion in 2024. The LDS church regularly uses The Light of the World for its media messaging and is anxious to similarly use the future Tree of Life Vision exhibit for similar purposes. Elder Holland, who dedicated The Light of the World, will be coming to the studio in June to check on the progress of endeavor and is a huge supporter of seeing the full realization at Thanksgiving Point.

When the Tree of Life exhibit is finished in 2024, it will be the largest outdoor religious sculpture garden in the world. It will be a huge asset to the residents of Highland City, who will get to enjoy the exhibit for generations to come.

After the completion of this project in 2024, Angela Johnson plans on selling her house and property, including the detached garage, so this is a very short-term conditional use permit request. This request is not like those Highland City residents who run real commercial businesses from their residential property for the long term.

Please address the following topics in a typed narrative on a separate sheet of paper:

1 - Consistency with the General Plan and compliance with the Development Code and other city codes and regulations.

Yes – as explained above

2 - General compatibility of proposed use with adjacent property.

Yes

3 - Site and building design with exterior lighting with reference to adjacent properties.

Yes – Existing detached garage has been used for over 4 years as sculpting studio, passed all inspections and completely in compliance with all codes. Only two motion sensor lights on detached garage.

4 - Address ingress and egress to the property and proximity to driveways and street

Yes – Detached garage (refer to submitted map) is accessed from existing cement and then gravel driveway (to avoid any dust) directly from the road as previously approved.

5 - Intersections in the vicinity of the subject property.

None

6 - Internal vehicular circulation including emergency and delivery vehicles.

Ample space for any emergency/delivery vehicle to access and circle back out of detached garage location

7 - Pedestrian and alternative vehicle considerations for the proposed use.

None required

8 - Volume and character of traffic as well as off-street parking and loading.

Occasional (a few times a month) visits by family/friends and potential donors to a nonprofit funding the future outdoor sculpture garden at Thanksgiving Point. There will be NO more public tours. There will be NO parking on the street, as the gravel driveway has ample place for a few cars to park without disturbing anyone.

9 - Impact of public services, including utilities, schools, and recreation.

None

10 - Screening and buffering of uses.

Considering putting up a privacy fence along the property line with my two neighbors if that desirable to them. The current fencing is not privacy fencing and the one neighbor has horses along the fence line and a solid privacy fence is usually not desirable for pasture land for the animal's sake. There is NO outside work, as all clay sculpture work has to be done inside the

garage or the clay would melt. There is no ongoing daily disturbance that could bother anyone, as everything is done inside.

11 - Proposed outdoor activities or storage.

None.

12 - Hours of operation and number of employees.

This is not a business with operating hours. There are at times volunteers to help with sculpting the life size clay figures before they are sent to the foundry. The few volunteers have time between 9-3 pm that they can help when their schedules allow.

13 - Noise, smoke, odor, dust, vibration, or illumination created by the proposed use.

None – clay models are being sculpted inside a completely enclosed detached garage that has been used for this purpose for four years now.

HIGHLAND CITY

ATTACHMENT #5:

EMAIL CORRESPONDENCE

DATE: June 28, 2022
SUBJECT: Email Correspondence for CU-22-01

Email from Ken and Debbie Knapton on May 18, 2022

Kellie / Highland City Planning Commission,

This email is in regard to case CU-22-01. As stated in the public notice letter, we understand that Angela Johnson has requested a conditional use permit to operate an Art Gallery on her property in the R-1-40 Zone.

My wife Debbie and I are residents of Highland city, and are Angela's immediate neighbors to the west. As we are among the residents that are most affected by this potential conditional use of Angela's property, we are grateful to be able to voice our opinions here. We will be out of town on the 24th, and thus unable to appear before the commission in person. If there are any questions, or if we can help in any other way, please feel free to contact either of us at 801-367-7901 (Ken) or 801-367-7902 (Debbie).

Angela is a very talented artist, and we fully support her desire to have her artwork on public display and accessible to as many people as possible. It is our understanding that she is planning to make her artwork available to the public through a partnership with Ashton Gardens, and that she will be directing all public viewing of her sculptures there. We want to help and support her in this endeavor.

We understand that according to the Highland City Municipal Code, section 5.08.050 paragraph C, Angela is not allowed to create or store her artwork in the accessory building on her property without a conditional use permit specifically allowing her to do so. We have no concerns with the commission granting her the ability to create and store her sculptures here; in fact, we fully support this request. Angela needs to be able to use her space to create her art, and doing so has no negative impact on the neighboring homes and properties. Her process is quiet, unobtrusive, and private. Please grant this conditional use for this purpose.

Our concerns stem from paragraph G of the above mentioned section. During the time that Angela has been offering tours of her sculptures, we have seen increased traffic, parking on the street, parking in our driveway, and a general increase in the foot traffic in our neighborhood potentially in excess of what is customarily associated with the R-1-40 Zone. We do not want this use to be codified, nor do we want this to increase as a result of this conditional use permit.

In our specific case, we have horses on our property. Sometimes the horses are in our pasture which shares a fence with Angela's property, which can lead to unsupervised individuals

(youth/children) interacting with our horses. While we don't necessarily mind people interacting with our horses, it could be a safety hazard which we want to avoid. This creates an additional liability for us.

There have been cases where some people have come to see Angela's sculptures, but have mistaken our property for hers. These individuals have driven through our property, into our back yard, and in some cases they have even physically entered our barn where we stable our horses. This is obviously a safety concern as well as a privacy issue for us.

In communicating with Angela, it is our understanding that she is not requesting any consideration with regard to paragraph G as part of this request. She has indicated that the public tours will cease, and she is only requesting the freedom to create and store her artwork on her property, and to provide infrequent, private showings for potential large donors to the Ashton Gardens project. This level of access should not create an increase in foot traffic beyond what is customarily associated with the R-1-40 Zone, and thus should not require consideration in the conditional use permit verbiage.

We respectfully request that the commission grant Angela her conditional use under paragraph C, while maintaining the current constraints as described in paragraph G.

Please confirm receipt of this email.

Thank you,

Ken and Debbie Knapton

Email from Ken and Debbie Knapton on May 21, 2022**:**
Planning Commission Members,

This email is an addendum to my prior email message on this subject, which is now part of the packet created for the Tuesday (24th) evening meeting.

Having read the packet uploaded to the Highland City website Thursday night, I have a concern regarding the proposal for Angela Johnson's Conditional Use Permit. The wording in the "Reasonable Conditions" and "Recommendation and Proposed Motion" sections are very concerning to me. In these recommendations, there are several references to a public building, such as "hours of operation", Frequency and number of people allowed for tours, the need for a fire inspection, etc. This is very concerning to me, since Angela's request specifically states that she is NOT requesting consideration for public access to this building. In her petition for conditional use, she specifically states that she is terminating the public tours immediately, and she does not plan to reinstate them. I strongly urge the planning commission to take her at her word on this.

Please do not overshoot the mark by designating this building as a public access building. Angela's request is solely that she be allowed to create and store her art in this building as part of her home business. Nothing more.

Given that Angela has not requested consideration for public access, and given the fact that none

of the neighbors that we have talked to want a publicly accessible building in our neighborhood (We believe we can confidently speak for the majority of the neighbors on this topic), please ensure that the restrictions regarding traffic, signage, etc remain in place as currently defined for the R-1-40 zone. The amount of private showings that Angela wants to do would and should be compliant with regard to the R-1-40 zone, and should NOT require any consideration under the conditional use conditions. The traffic that would be generated from the private tours she is referencing in her request should not generate any more traffic than a backyard party would for any other home. Providing consideration regarding public access in granting this conditional use permit would do more harm than good.

Please grant the conditional use for ONLY the creation and storage of her artwork, and do not grant any consideration with regard to public access.

Thank you,

- Ken & Debbie Knapton

Email from Shawn and Cheryl McLelland on May 22, 2022**:**

Dear Kellie and Planning Commission,
This email is in regard to the application submitted by Angela Johnson for a conditional use permit for her art studio.
My wife, Cheryl and I will be unable to attend the commission meeting this Tuesday in person but would like to express our support for the granting of the conditional use permit as requested by Angela.
Most of the concerns we have heard expressed by fellow neighbors stem from the worry of increased traffic due to public tours. We understand and appreciate those concerns, however, as clearly stated in her application, and as expressed by her in past conversations with us, she has little to no interest in conducting public tours and is willing to stop those, and keep to only the friends, family and occasional donor tours. We believe and support her in this intention. With this in mind, we support a conditional use permit that allows her to create and store her artwork on her property while still honoring the condition outlined in paragraph G of the the Code section 5.08.050 restricting traffic beyond what is customarily associated with the zoning.

Thank you for your service to our community and for the opportunity to express our support.

Sincerely,
Shawn and Cheryl McLelland
6358 W 10150 N
Highland

Email from Michael and Heidi Gosar on May 23, 2022**:**

To whom it may concern;

We are unable to attend the public hearing scheduled May 24, 2022 as we will be out of the country at that time. As such, we are grateful that we are able to voice our opinion in this email.

We have read the letter from Ken & Debbie Knapton and agree with all points that were addressed but need to see a few things clarified.

In Angela's packet to the city, it was stated that "the occasional (several times a month)" tours would be given to family/friends & donors each month. What specifically does this mean? And will there be any clarification on days and times that tours could be given? We feel there should be more detail in this area. This seems to be a rather loose definition with the meaning interpreted differently by people.

Will this conditional use permit be issued through 2024? Is there a sunset to this conditional use permit? We understand plans change, or there could be delays. We just need some clarification in this area as well.

Lastly, how would granting this conditional use permit set precedence and affect possible futures cases for this type of permit in our area?

Our hope with adding more clarification and detail to the permit would be to avoid future confusion that could lead to hard feelings.

We strongly support the art Angela is creating and are anxious to see this recreated at Thanksgiving Point. However, until these points have been clarified, we would be against granting the conditional use permit.

Thank you,

Michael Gosar
Heidi Gosar

Email from Garth and Machelle Bateman on May 23, 2022**:**

Kellie Smith/Highland City Planning Commission,

This email is in regard to case CU-22-01. As stated in the Highland City Public notice letter we received in the mail on 5/11/2022. We understand that Angela Johnson has requested a conditional use permit to operate an Art Gallery on her property in the R-1-40 Zone.

My husband Garth and I are residents of Highland city and our home and property are on Angela's immediate East side. We have lived in the same house for 27 years. Our property lines are divided by a simple open 3 rail coral fence which gives complete access and view into Angela's property and she into ours. As we are among the neighbors most affected by this potential conditional use of Angela's property, we are grateful for the opportunity to express our concerns. However, we will be out of town on May 24, 2022 and unable to attend the public hearing scheduled that evening regarding the conditional Use permit. Please feel free to call either of us for any questions or concerns you may have at 801-885-2122 (Machelle) or 385-224-1001 (Garth).

Angela Johnson is a very amazing and talented artist and as you well know, she has her statues on display in the Ashton Gardens at Thanksgiving Point. She recently built a large Studio in her backyard where she has on display beautiful statues for her next project. This is a "museum" type building where Angela has been conducting tours over the past year. Last autumn, as the Relief Society President of our ward, I scheduled a night where those in our ward who were interested could come and tour/view Angela's art work. The cost was $10.00 per person(no discount given to her home ward). It was an enjoyable evening and during the "tour" Angela herself stated that she is very busy with tours that she conducts 7 days a week (including Sunday) with multiple tours per day given back-to-back. She said that she has multiple docents who guide the tours to free her up since she had been doing multiple tours.

I bring up the frequency of the tours because as her immediate neighbor, it has been a difficult year with all the traffic (vehicle and foot) to her property. She has had the visiting patrons park in her backyard (like a parking lot) with the cars and their car lights facing our property. We were never able to enjoy our private space without multiple cars and people very near our private space. The cars and people generated "public noice" which made it feel like we were living in a Commercially zoned area next to a business. That was frustrating since we live in a Residentially zone neighborhood. We have been patient, but the increased tours and traffic got excessive making it difficult for us to enjoy any evening in our yard where we had no actual privacy.

We understand that according to the Highland City Municipal Code, section 5.08.050 paragraph C, Angela is not allowed to create or store her artwork in the accessory building on her property without a conditional use permit specifically allowing her to do so. My husband and I have no concerns with the commission granting her the ability to create and store her sculptures here; in fact, we support this request. Angela does needs to be able to use her space to create her art, and doing so has no negative impact on the neighboring homes and properties. Her process in creating and storing her art is quiet, unobtrusive, and private. We are okay for the conditional use permit be granted for this purpose.

Our concerns stem from paragraph G of the above mentioned section. During the time that Angela has been offering tours of her sculptures, as mentioned above we have seen increased traffic, parking on the street, parking in her backyard that is in complete view to our backyard. The general increase in the foot traffic in our neighborhood potentially is in excess of what is customarily associated with the R-1-40 Zone. We do not want this use to be codified, nor do we want this to increase as a result of this conditional use permit

My husband and I were able to discuss the situation with Angela and it is our understanding that she is NOT requesting any consideration with regard to paragraph G as part of this request. She has indicated that the public tours will cease, and she is only requesting the freedom to create and store her artwork on her property, and to provide infrequent, private showings for potential large donors to the Ashton Gardens project. This level of access should not create an increase in foot traffic beyond what is customarily associated with the R-1-40 Zone, and thus should not require consideration in the conditional use permit verbiage.

Also having read the packet uploaded to the Highland City website Thursday night, my husband and I along we neighbors Ken and Debbie Knapton has some concerns. My husband, Garth and I support the concerns expressed by Ken Knapton as mentioned below "We have a concern regarding the proposal for Angela Johnson's Conditional Use Permit. The wording in the "Reasonable Conditions" and "Recommendation and Proposed Motion" sections are very concerning to us. In these recommendations, there are several references to a public building,

such as “hours of operation”, Frequency and number of people allowed for tours, the need for a fire inspection, etc. This is very concerning since Angela’s request specifically states that she is NOT requesting consideration for public access to this building. In her petition for conditional use, she specifically states that she is terminating the public tours immediately, and she does not plan to reinstate them. We strongly urge the planning commission to take her at her word on this.

Please do not designating this building as a public access building. Angela’s request is solely that she be allowed to create and store her art in this building as part of her home business. Nothing more.

Given that Angela has not requested consideration for public access, and given the fact that none of the neighbors that we have talked to want a publicly accessible building in our neighborhood (We believe we can confidently speak for the majority of the neighbors on this topic), please ensure that the restrictions regarding traffic, signage, etc remain in place as currently defined for the R-1-40 zone. The amount of private showings that Angela wants to do would and should be compliant with regard to the R-1-40 zone, and should NOT require any consideration under the conditional use conditions. The traffic that would be generated from the private tours she is referencing in her request should not generate any more traffic than a backyard party would for any other home. Providing consideration regarding public access in granting this conditional use permit would do more harm than good."
Please grant the conditional use permit for ONLY the creation and storage of her artwork, and do not grant any consideration with regard to public access.

Thank you,
Garth and Machelle Bateman

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #5

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer
City Engineer/Public Works Director

SUBJECT: **ACTION:** Pressurized Irrigation service agreement with Beth Wilson.

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

PURPOSE:
City Council will consider a request to approve a pressurized irrigation agreement associated with the Beth Wilson family for property located at 9730 N. 6800 W. thereby allowing them to receive their flood irrigation water shares through Highland City's pressurized irrigation system. The Council will take appropriate action.

BACKGROUND:
The Wilson family is the sole user left on the Harmon Ditch. The Harmon Ditch has been a cause for concern for several years to Highland City residents in this area. The agreement will allow the ditch to be abandoned and filled which will help alleviate the resident concerns which are varied, but include the dangers of flooding, hazards associated with an open flowing ditch, and weed control and general aesthetics.

The diversion point for this ditch is located on the Murdock Canal which is approximately one mile to the north of this location. The Harmon ditch passes through Canterbury North, Canterbury South, Wimbleton, The Hollows, and Shady Acres subdivisions. Much of this ditch is open, running through the back yards. With development fences, landscapes, etc. it has become more difficult to operate and maintain this ditch.

Working with the Wilson Family, Lehi Irrigation Company and Millhaven Development, funding has been allocated to resolve the concerns associated with the ditch abandonment. Millhaven has agreed to participate in the cost of the sprinkler system in lieu of the cost to pipe a small portion of the Harmon Ditch. The Wilson family have agreed to receive their water shares through Highland City's pressurized irrigation system. To facilitate this supply Highland City has installed a 2" irrigation service to the property and will install a 2" meter to monitor the usage of water delivered to this property.

Funds have been made available through Lehi Irrigation Company and Millhaven Development to install a sprinkler system to the Wilson property and allow them to water in this manner. A bid was received to install the system for approximately $20,000.00. These funds will be paid directly to the Wilson family from Lehi Irrigation Company and Millhaven Development.

Per the Agreement, 5.8-acre feet of water will be placed in Highland City's pressurized irrigation system. The Wilsons will receive 2.9-acre feet per season through a meter placed on the City's system. Highland City will receive the remaining 2.9-acre feet to use in the City system. The Wilson family will retain ownership of the water and pay all the assessments to Lehi Irrigation and Highland Conservation District until the property is either sold or developed. If any overages exceeding 2.9-acre feet occur the Wilson family will pay the current overage rate of $2.65 per 1000 gallons. They will not be charged a monthly assessment for watering the field area. After 10-years, the owners will be charged $40/acre-foot in a similar fashion matching the agreement with Pecks. They will continue to pay for the watering around the house as a separate connection and bill.

FISCAL IMPACT:
The cost of this project to Highland City. Funding for this expense is included within the budget as follows:

- $1,542.90 for the 2" meter will come from the pending Open Space sale funds from Wimbleton as the open space will have the benefit of the ditch abandonment.

RECOMMENDATION:
Staff recommends City Council approve the agreement with the Wilson Family thereby eliminating the need for the Harmon ditch to continue to run water to this property.

PROPOSED MOTION:
I move that City Council **APPROVE** the Agreement with Beth Wilson.

ALTERNATIVE MOTION: *(if applicable)*
I move that City Council **DENY** the Agreement with Beth Wilson. City Council will provide City Staff with further direction.

ATTACHMENTS:

1. Map of Wilson Property and Harmon Ditch
2. Wilson Agreement

ATTACHMENT #1:

HIGHLAND CITY

WILSON PROPERTY

IRRIGATION ROUTE

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W E

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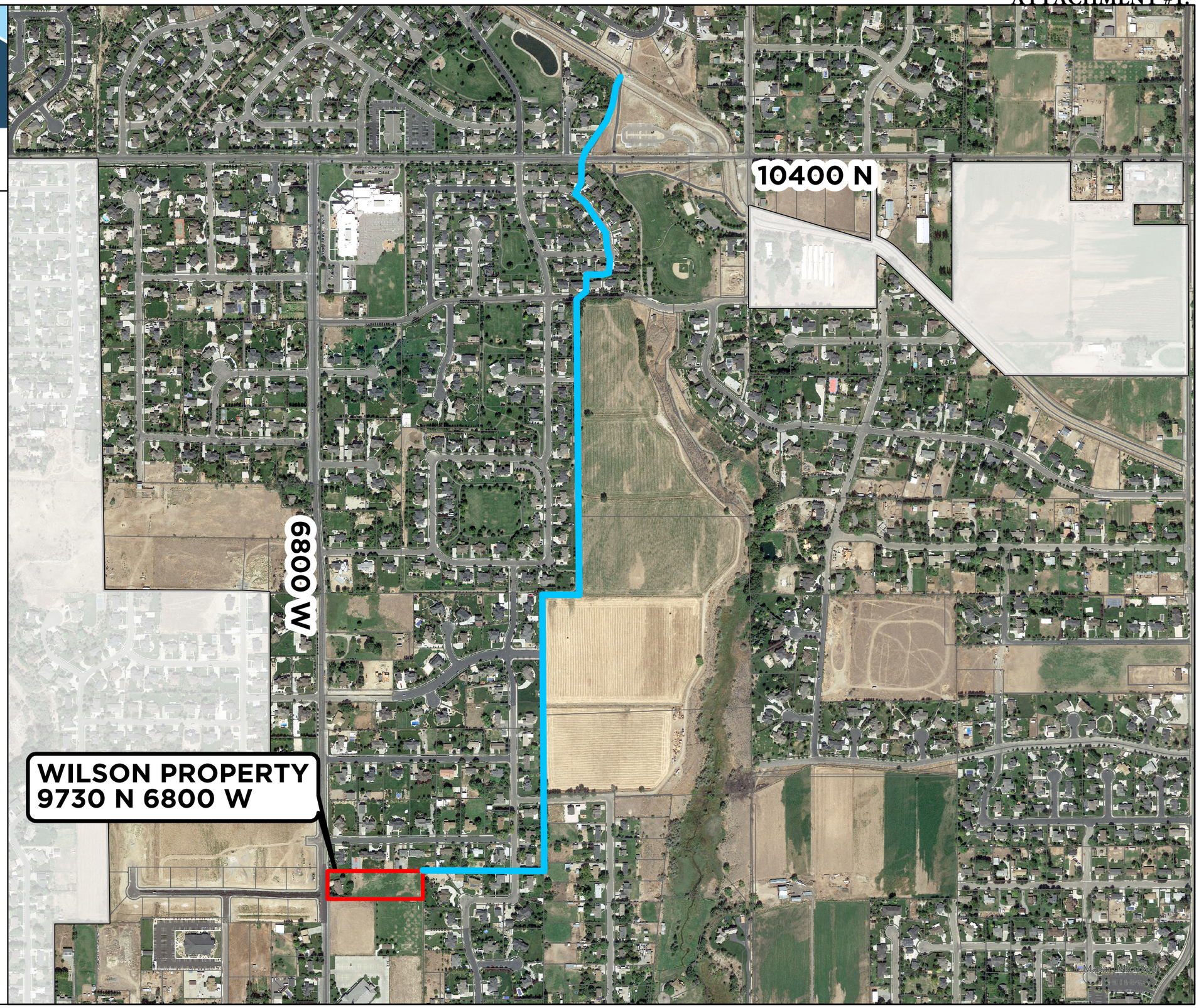
Miles



PRESSURIZED IRRIGATION AGREEMENT

This Pressurized Irrigation **("Agreement")** is entered into between HIGHLAND CITY, a Utah political subdivision **("City")** and BETH LARSEN WILSON, an individual, (**"Owner"),** (individually or collectively, **"Party"** or **"Parties").**

RECITALS

A. The City owns and maintains a pressurized irrigation system that provides non-culinary, irrigation water to residents of Highland City **("PI System").**

B. Owners own and use certain property located inside the boundaries of Highland City, consisting of approximately 2.17-acres located generally at 9730 North and 6800 West, Utah County parcel number 12-012-055 (**"Property").**

C. Owners currently irrigate their Property through the existing Harmon Irrigation Ditch **("Harmon Ditch")** with certain water shares owned by Owners. Owners desire to connect to the PI System and have their water shares delivered to the Property by way of the PI System instead of the Harmon Ditch.

D. Owners currently irrigate the landscape around the existing home through a 3/4-inch PI System connection ("**Home Area**") for which the owners previously purchased sufficient water shares from the City to irrigate 13,939 square feet/0.32 acres of the total property area which includes the home, driveway, and any other non-irrigatable area.

E. Owners currently irrigate the remaining 1.85-acres of the Property via flood irrigation means with water delivered through the Harmon Ditch. ("**Field Area**")

F. City desires to improve water resource utilization through minimizing ditch losses and abandon use of the Harmon Ditch.

G. Millhaven Development, owner of a parcel of land through which the Harmon Ditch passes, also desires to abandon the Harmon Ditch.

H. Lehi Irrigation Company, owner of the Harmon Ditch, also desires to abandon the Harmon Ditch.

I. The Parties wish to set forth the terms and conditions by which they will achieve the goals set forth above, provide for the delivery of Owners' water to the Property by way of the PI System, abandon the Harmon Ditch.

AGREEMENT

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

1) **PI System Connection.**

a) Owners shall be entitled to a maximum of two connections to the PI System to serve the Property, as follows:

1. One existing connection from 6800 West, a 3/4-inch connection that serves the existing home.
2. One new connection from 6800 West, a 2-inch connection that serves the

b) Both connections shall include a meter, including the existing connection.

c) The location, sizing, materials, and other technical requirements for the installation of the connections shall be proposed by Owners and approved by the City prior to installation of the connections and meters.

d) Highland City will provide the meters for both the existing 3/4-inch and new 2-inch connection. Owners will not be charged a connection fee at this time (see future development section).

e) Owners shall be compensated by Millhaven Development and Lehi Irrigation Company up to a total amount of $22,000 for all costs associated with installing, improving, and maintaining the connections, including excavation, piping, and other expenses to install a sprinkler

f) City shall operate and maintain the PI System according to City policies and procedures. City shall not be responsible for maintaining any portion of the connections installed by Owners.

2) **Water Shares.**

a) Owners shall provide the following water shares **("Water Shares")** to the City for the purposes described in this Agreement:

1. Highland Conservation (conveyed through the Murdock Canal): 1.8 Acre-Feet/2 'A' Shares.

2. Lehi Irrigation (provided through the American Fork River at the mouth of the Canyon): 4 Acre-Feet/2 Shares.

b) City shall be entitled to pump or otherwise take the water allocated by the

Water Shares in order to deliver such water to Owners through the PI System. City may not encumber, divert, or otherwise use the Water Shares for any other purpose outside of the pressure irrigation system.

c) Owners represent and warrant that they have all right and title in and to the Water Shares. Owners shall at all times retain full ownership of the Water Shares and shall pay all assessments for the Water Shares. Owners shall not transfer, lease, or otherwise dispose of the Water Shares prior to the termination of this Agreement.

d) In seasons of drought, the owners shall be limited to use the water provided by the described shares.

3) **Water Delivery and Usage**

a) City shall deliver irrigation water to Owners through the PI System in order for Owners to irrigate the Property. The amount of water delivered to Owners shall be metered.

b) Commencing at a date 10-years from the date of signature of this agreement, Owners shall pay a delivery charge of $40 per acre-foot (This cost will be reviewed every 5-years and be adjusted based on inflation and power costs) of water actually delivered. Owners shall be billed on a monthly basis in accordance with Highland City ordinance and policy. Delinquent payments may result in disconnection or shut-off of the PI System connections and termination of this Agreement

c) In no event shall the City be obligated to deliver to Owners any water in excess of the water allocated by the Water Shares, and Owners shall not be entitled to take any water from the PI System beyond the amount allocated by Water Shares.

d) Owners shall use a sprinkler system to irrigate their Property and shall limit irrigation to the hours of 10:00 AM to 8:00 PM. Owners shall not use the PI System after 8:00 PM and before 10:00 AM, and Owners shall not flood irrigate their Property.

4) **Water Restrictions and Disconnection**

a) Owners acknowledge that City's PI System is intended for the primary use and benefit of Highland City residents, and that the City may impose water and usage restrictions in order to protect City residents as provided by law. If enacted, use restrictions will affect the PI service connection for the Home Area. The PI service connection for the Field Area will only be subject to restrictions if the restrictions arise through Lehi Irrigation Company or Highland Conservation District relative to the water sources delivered to the City for use on the Owner's parcel.

b) Owners agree that City may enforce the terms of this agreement or other restrictions by shut-off orders, disconnection, and any other remedy provided by law.

c) Prior to disconnection or shut-off, the City shall provide written notice to Owners of the proposed disconnection or shut-off in accordance with City ordinance and policy. The notice period described herein may be waived by the City in the event of an emergency or other exigent circumstance. In such circumstances, the City shall provide notice as soon as reasonably possible.

5) **Term of Agreement.**

a) This Agreement may be terminated under the following circumstances:

1. Default or breach of any term of this Agreement.
2. Unauthorized transfer or assignment of the Property, Water Shares, or this Agreement.
3. Owners developing or changing the use of the Property such that the Property is no longer used for agricultural purposes.
4. The parties mutually agree to terminate or modify this Agreement.

b) Owner shall receive a maximum of 2.9-acre feet of water in a calendar year (or as adjusted by any water rationing or surplus)

c) City shall receive 2.9-acre feet of water in a calendar year (or as adjusted by any water rationing or surplus) for the general use of the public in the PI System.

d) Owner shall be charged an overage rate matching the culinary water high overage rate at the time of charge, the current rate being $2.65 per 1000 gallons.

e) Upon expiration or termination of this Agreement, Owners shall retain all rights in and to the Water Shares and City shall have no further obligation to provide water to Owners.

6) **Future Development**

a) At such time as the owner desires to further develop the property and irrigate the Home Area for areas in excess of 0.32 acres, the appropriate water share dedication, connection fee, and impact fee, per the City policies and fees in place at that time, shall be paid and dedicated by the Owner at the sole cost of the owner for any additional property improvement exceeding 0.32 acres.

b) Nothing in this agreement shall be deemed by the Parties to waive Highland City's right to require dedication of water right and

7) **Assignment.**

a) Neither this Agreement nor any rights or obligations hereunder may be assigned either voluntarily or involuntarily, by operation of law or otherwise, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

b) Any person who is assigned any right as Owners hereunder, or who otherwise claims any interest in the Property and claims a right to the delivery of water described herein shall be bound to perform all terms, obligations, and conditions of this Agreement as if named as Owners herein.

c) No person may claim any right to the delivery of water described herein unless they have an interest in the Property.

8) **No Third Parties.** The rights, duties, and obligations of this Agreement are for the sole benefit of the Parties, and no third party, other than authorized assignees, transferees, and other successors in interest, has any rights hereunder to enforce the terms of this Agreement.

9) **Amendments.** This Agreement may not be altered, amended, modified, or otherwise changed in any respect except in a writing executed by all Parties.

10) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and together constitute the same contract whether each Party executes a separate counterpart.

11) **Authority to Execute.** The person executing this Agreement on behalf of each Party hereby represents that he or she has full authority to execute the Agreement and to bind each Party to the terms of this Agreement, and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.

12) **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah. Any dispute arising out of this Agreement shall be brought and maintained in Utah State district court, Utah County. Owners agree to comply with all terms and conditions for use of the PI System imposed by City ordinance, policy, or rule. In the event of a conflict between this Agreement and City ordinance, policy, or rule, this Agreement shall take precedence.

13) **Limitation of Liability.** Neither Party shall be liable to the other Party in any action or claim for loss of profits or revenues, whether direct or indirect, or any indirect, special, consequential, or punitive damages or losses. City shall not be liable for any loss of crops or other goods as a result of scarcity of water or water usage restrictions, including restrictions imposed by City when required for the public good in accordance with law.

14) **Enforcement and Fees.** In any action or proceeding arising out of or related to

this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and related costs, including fees and costs incurred prior to formal initiation of an action or proceeding and fees and costs incurred for collecting or attempting to collect any judgment or award

THE UNDERSIGNED HAVE READ AND HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL WITH RESPECT TO THE FOREGOING, AND HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS.

On Behalf of Highland City, Utah

ATTESTED:

_____

Signature

_____

Title

_____

Date

On Behalf of Owners:

_____

Signature

_____

Title

_____

Date

AGENDA

NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #6

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer
City Engineer/Public Works Director

SUBJECT: **CONSTRUCTION CONTRACT:** Approve contract for Windsor Open Space Tree Project

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

PURPOSE:

The City Council will consider accepting the bid from Beckstead Lawn Care to install additional sprinkling system components in the Windsor Open Space area adjacent to the Alpine Highway to provide water to a volunteer tree planting project. The total cost of the project is $21,890. The Council will take appropriate action.

BACKGROUND:

Council member Bills requested that staff prepare a proposal to plant trees along Alpine Highway in the Windsor Meadows subdivision. The project would include volunteers planting 25 trees within this area. The project has been discussed during previous Council meetings.

Currently there is not a sprinkler system within this area. To construct the system, we will need to connect to an existing main sprinkler line at Windsor Park Drive. New sprinkler lines and control wires will then be installed approximately 660 feet south.

Staff solicited bids from three contractors, however, only one contractor, Beckstead Lawn Care, has responded. The cost for the sprinkler line and drip system is $14,500.

Highland City will provide the trees which we currently have on hand remaining from the annual tree sale, mulch, and tree stakes. The trees being used are left over from the annual tree sale. Typically, remaining trees are used to replace trees that need to be replaced throughout the city. The cost of the trees varies depending on the variety:

Tree Variety and Cost			
Tree	*Quantity*	*Cost per Tree*	*Total*
Elm	2	$ 145.00	$ 290.00
Zelkova	2	$ 170.00	$ 340.00
Golden Rain Tree	1	$ 170.00	$ 170.00
London Plane	1	$ 175.00	$ 175.00
Gingko	1	$ 230.00	$ 230.00
October Glory	1	$ 230.00	$ 230.00
Carnival Maple	2	$ 170.00	$ 340.00
Crimson King Maple	1	$ 155.00	$ 155.00
Red Bud	5	$ 170.00	$ 850.00
Pinnacle Oak	1	$ 200.00	$ 200.00
Service Berry	3	$ 170.00	$ 510.00
Coral Burst	2	$ 220.00	$ 440.00
Big Tooth Maple	1	$ 230.00	$ 230.00
Akabono Cherry	2	$ 165.00	$ 330.00
Total	25		$4,490.00

City Staff will mark out the proper location for each tree and the volunteer group will excavate the holes and plant the trees.

FISCAL IMPACT:

The cost of this project is $21,890. This includes the sprinkler system, trees ($4,490) and a 20% contingency ($2,900). This does not include any labor from staff, staking or mulch.

Funding for this expense was not included in the FY2023 budget. Since this expenditure was not included in the budget, it will need to be funded by proceeds from the sale of land within the Windsor Meadows subdivision. To date $95,502 has been received from land sales within the subdivision.

This expenditure will be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

RECOMMENDATION:

Staff recommends accepting the bid from Beckstead Lawn Care for the installation of the necessary sprinkling system improvements and authorize the use of proceeds of land sales from the Windsor Meadows subdivision for the project. This will include a transfer $4,490 from Sale of Open Space Property (GL#20-43-10) to the Arbor Day Tree Sale account (GL# 10-70-41).

PROPOSED MOTION:

I move that City Council **APPROVE** the bid from Beckstead Lawn Care in the amount of $14,500 and a 20% contingency ($2,900) and $4,490 for the cost of the trees, for a total project cost of $21,890 and the use of proceeds from the sale of property within the Windsor Meadows subdivision to fund the project.

ALTERNATIVE MOTION: *(if applicable)*

I move that City Council Deny the bid from Beckstead Lawn Care and City Council will provide further direction.

ATTACHMENTS:

1. Beckstead Lawn Care Bid
2. Map of project location in Windsor

ATTACHMENT #1:

Beckstead Lawn Care, LLC
4692 W 10000 S
Payson, UT 84651 US
becksteadlawncare@gmail.com

Estimate

ADDRESS
Highland City

ESTIMATE # 1005
DATE 06/13/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Sprinkler Install	1.5 in 620 ft main line with schedule 80 fittings, 25 tree drips, 1.5 in valve	1	7,500.00	7,500.00
	Sprinkler Install	Labor	1	4,500.00	4,500.00
	Sprinkler Install	Two 1 in. electrical conduits from clock to valve box	1	2,500.00	2,500.00

Let us know if you have any questions or would like to move forward.

TOTAL **$14,500.00**

Thank you,

Clayton Beckstead
801-830-7694

Accepted By

Accepted Date

HIGHLAND CITY

SPRINKLER CONDUIT

NEW TREE PLANTING AREA

N
W E
S

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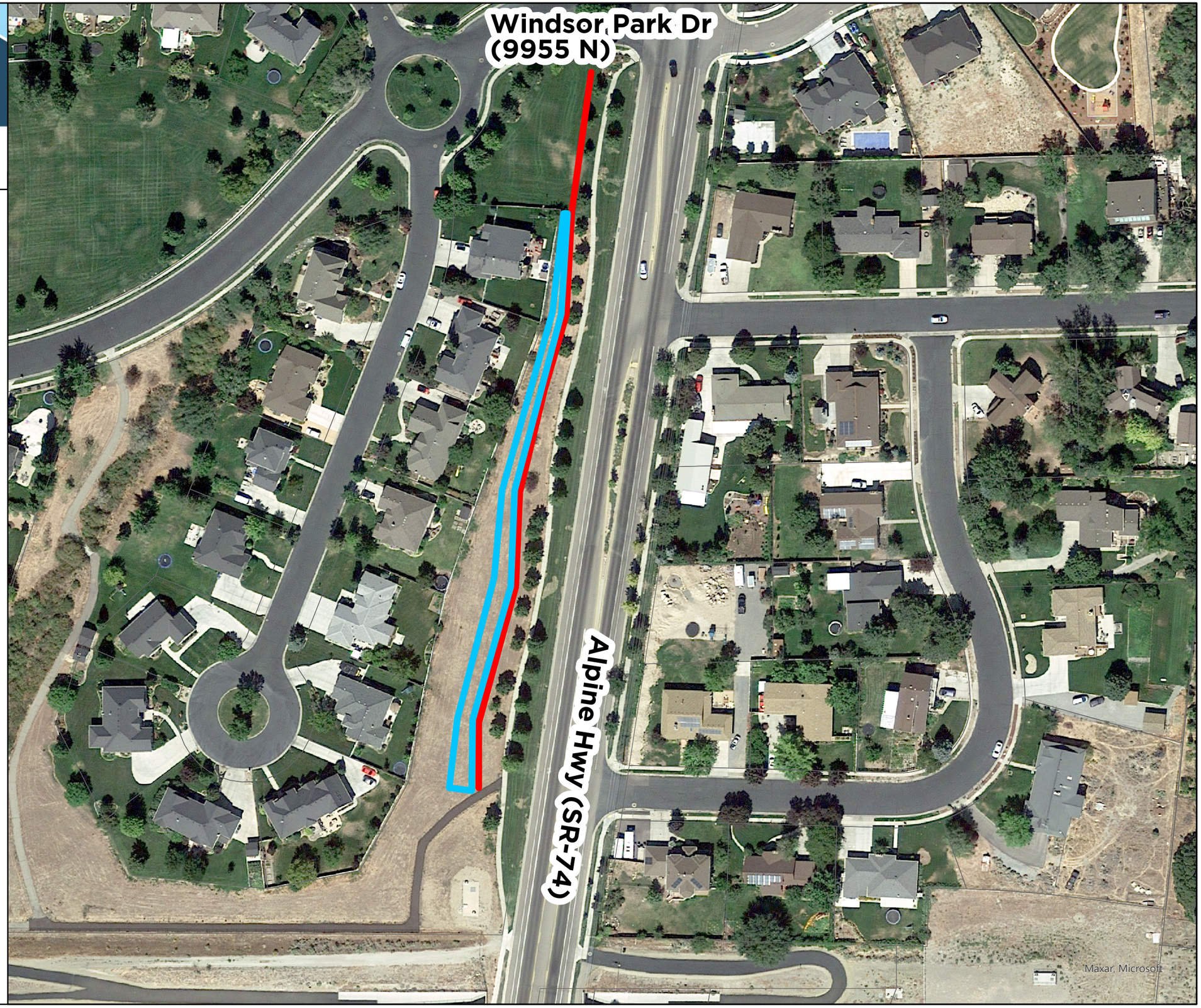

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #7

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Pool Structures

TYPE: **LEGISLATIVE:** All proposed amendments to the Development Code shall be submitted first to the Planning Commission for a recommendation, which recommendation shall be submitted to the City Council for consideration. The review and approval of a text amendment is a legislative action.

PURPOSE:

The City Council will hold a public hearing to consider a request by Robert Ghent to amend Section 3-4111 Swimming Pool regarding permanent structures that enclose or cover pools. The City Council will take appropriate action.

BACKGROUND:

Robert Ghent submitted a building permit application to the City for an accessory structure over his existing pool. Because of the size of the structure, the permit was denied. The building inspector provided comment that the structure would need to decrease in size in order to meet accessory structure zoning requirements in the Development Code.

The applicant's property is in the R-1-40 zone, where currently the square footage of accessory structures on the property cannot exceed 5% of the gross lot square footage. The Development Code considers structures that enclose or cover pools that are larger than 120 square feet or exceeding 14 feet in height as accessory structures that are therefore subject to accessory structure regulations—setbacks, height restrictions, and square footage maximums.

SUMMARY OF THE REQUEST:

1. The requested amendment proposes an exception from the 5% size limitation (7% for lots larger than 2 acres) for swimming pool enclosures that are constructed of noncombustible materials meeting International Building Code (IBC) Type I and Type II construction.

CITIZEN PARTICIPATION:
The applicant sent a letter to several neighbors in their subdivision (Attachment #3). The applicant received six (6) responses to the survey. See Attachment #4 for survey responses.

Notice of the public hearing to be held at the Planning Commission meeting was published in the Daily Herald on June 11, 2022 and posted on the state and city websites June 9, 2022.

Notice of the public hearing to be held at City Council was published in the Daily Herald on June 25th, 2022 and posted on the state and city websites June 23rd, 2022. No comments have been received.

PLANNING COMMISSION ACTION:
The Planning Commission held a public hearing on June 28th, 2022. There was no public comment on the proposed amendment. The Planning Commissioners agreed that they were not in favor of pool structures not counting toward the maximum percentage of accessory structure square footage on a lot. The Commission also expressed that they did not want to specify material or design criteria for future pool coverage. The Planning Commission recommended **DENIAL** of the proposed text amendment. The vote was 6-0.

ANALYSIS:

- The applicant provided a detailed narrative that cites the IBC. See Attachment #2 for the narrative. The applicant informs that the original purpose of accessory structure size limitations in the International Residential Code (IRC) was based on a concern of the potential fire load in the buildings. The size limitations were removed in 2015 and left to municipalities based on community need. The applicant reasons that if there is a requirement to use noncombustible materials for the pool structure, the fire load would no longer be of concern.

- The Chief Building Official was consulted regarding the proposed amendment and no objections nor concerns were raised.

- Staff recommends the proposed amendment also apply to the swimming pool ordinances in the R-1-30 and R-1-20 zones to stay consistent among residential zones. This recommendation is reflected in the attached ordinance.

- The amendment proposed by the applicant does not specify whether or not the pool structure would be included in the 5% or 7% square footage maximum for accessory structures. Staff recommends the following clarification be added, " provided that such enclosures or coverings shall not be counted against the maximum percentage of total allowable area to be covered by accessory buildings." This addition is reflected in the attached ordinance.

FINDINGS:

The proposed amendment appears to meet the following findings:

- The amendment is compliant with the International Building Code.

RECOMMENDATION AND PROPOSED MOTIONS:

Staff recommends that the City Council hold a public hearing, review and discuss the narrative provided by the applicant, and decide to either recommend **APPROVAL** or **DENIAL** of the proposed amendment.

Motion of Approval:

I move that the City Council accept the findings and recommend **APPROVAL** of the proposed amendment to Sections 3-4111, 3-4211, and 3-4261 Swimming Pools as reflected in Exhibit A.

Motion of Denial:

I move that the City Council recommend **DENIAL** of case TA-22-09 a request for a text amendment to Section 3-4111 Swimming Pools 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. Ordinance
2. Text Amendment Narrative
3. Letter & Survey sent to Highland Residents in Willow Ridge Estates Subdivision
4. Survey Responses

ATTACHMENT #1:

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING HIGHLAND CITY DEVELOPMENT CODE SECTIONS 3-4111, 3-4211, AND 3-4261 RELATING TO STRUCTURES THAT ENCLOSE OR COVER SWIMMING POOLS AS SHOWN IN FILENAME TA-22-09.

WHEREAS, all due and proper notices of public hearings and public meetings on this Ordinance held before the Highland City Planning Commission (the "Commission") and the Highland City Council (the "City Council") were given in the time, form, substance and manner provided by Utah Code Section 10-9a-205; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on June 28, 2022 and

WHEREAS, the City Council held a public hearing on this Ordinance on July 5, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE Highland City Council as follows:

SECTION 1: **ADOPTION** Sections 3-4111, 3-4211, and 3-4261 Swimming Pools are hereby amended as shown on "Exhibit A" attached hereto and incorporated herein.

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from July 5,2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, July 5, 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	☐	☐

Exhibit A

3-4111 Swimming Pool

A swimming pool is a semi-permanent structure that is constructed to hold water for recreational purposes. A pool that could be installed by the typical homeowner and may be packaged as a kit is not considered a permanent pool. A swimming pool that is constructed near or below grade with the intention of lasting more than one year shall be considered a permanent pool and shall be subject to the following requirements:

1. All permanent pools shall be subject to all setback requirements for accessory structures as defined in Section 3-4109 of this Code; and
2. Any structural portion of a swimming pool shall not be permitted within an easement of any kind; and
3. Pools that are enclosed or covered within a permanent structure meeting Type I or Type II construction per the International Building Code shall be considered an accessory structure ~~and shall be~~ subject to Sections 3-4104 and 3-4109 of this Code, provided that such enclosures or coverings shall not be counted against the maximum percentage of total allowable area to be covered by accessory buildings.
    a. For the purposes of this section only, a "permanent structure" shall be considered any structure or landscaping object exceeding one-hundred twenty (120) square feet in size or exceeding fourteen (14) feet in height constructed for the purpose of enhancing the swimming pool or pool equipment facilities.
4. A swimming pool may cover the area within a rear yard not located within an easement unless the construction of that pool would require the need to vary from existing ordinances. Minimum setback requirements from property lines are as follows:
    a. Front Yard: Thirty feet (30') Min.
    b. Rear Yard: Ten feet (10') Min.
    c. Side Yard: Ten feet (10') Min.
    d. Side Yard Adjacent to a Street: Ten feet (10') Min. (fence is permitted 5' from property line)
    e. Trail or Landscape Easement: Ten feet (10') Min. (measured from nearest easement line)
5. All swimming pools shall be enclosed with a fence with a minimum height of four feet and include a self-closing locking gate; or
    a. That all swimming pool properties shall be enclosed with a fence that is a minimum height of a 6 feet, unless in an open space subdivision which will then be a minimum height of 5 feet;
    b. In either case, it will include a self-closing locking gate and an automated swimming pool cover.
6. All permanent swimming pools shall require a building permit.

…

3-4211 Swimming Pool

A swimming pool is a semi-permanent structure that is constructed to hold water for recreational purposes. A pool that could be installed by the typical homeowner and may be packaged as a kit

is not considered a permanent pool. A swimming pool that is constructed near or below grade with the intention of lasting more than one year shall be considered a permanent pool and shall be subject to the following requirements:

1. All permanent pools shall be subject to all setback requirements for accessory structures as defined in Section 3-4109 of this Code; and
2. Any structural portion of a swimming pool shall not be permitted within an easement of any kind; and
3. Pools that are enclosed or covered within a permanent structure meeting Type I or Type II construction per the International Building Code shall be considered an accessory structure ~~and shall be~~ subject to Sections 3-4104 and 3-4109 of this Code, provided that such enclosures or coverings shall not be counted against the maximum percentage of total allowable area to be covered by accessory buildings.
    a. For the purposes of this section only, a "permanent structure" shall be considered any structure or landscaping object exceeding one-hundred twenty (120) square feet in size or exceeding fourteen (14) feet in height constructed for the purpose of enhancing the swimming pool or pool equipment facilities.
4. A swimming pool may cover the area within a rear yard not located within an easement unless the construction of that pool would require the need to vary from existing ordinances. Minimum setback requirements from property lines are as follows:
    a. Front Yard: Thirty feet (30') Min.
    b. Rear Yard: Ten feet (10') Min.
    c. Side Yard: Ten feet (10') Min.
    d. Side Yard Adjacent to a Street: Ten feet (10') Min. (fence is permitted 5' from property line)
    e. Trail or Landscape Easement: Ten feet (10') Min. (measured from nearest easement line)
5. All swimming pools shall be enclosed with a fence with a minimum height of four feet and include a self-closing locking gate; or
    a. That all swimming pool properties shall be enclosed with a fence that is a minimum height of a 6 feet, unless in an open space subdivision which will then be a minimum height of 5 feet;
    b. In either case, it will include a self-closing locking gate and an automated swimming pool cover.
6. All permanent swimming pools shall require a building permit.

…

3-4261 Swimming Pool

A swimming pool is a semi-permanent structure that is constructed to hold water for recreational purposes. A pool that could be installed by the typical homeowner and may be packaged as a kit is not considered a permanent pool. A swimming pool that is constructed near or below grade with the intention of lasting more than one year shall be considered a permanent pool and shall be subject to the following requirements:

1. All permanent pools shall be subject to all setback requirements for accessory structures as defined in Section 3-4109 of this Code; and

2. Any structural portion of a swimming pool shall not be permitted within an easement of any kind; and
3. Pools that are enclosed or covered within a permanent structure meeting Type I or Type II construction per the International Building Code shall be considered an accessory structure ~~and shall be~~ subject to Sections 3-4104 and 3-4109 of this Code, provided that such enclosures or coverings shall not be counted against the maximum percentage of total allowable area to be covered by accessory buildings.
    a. For the purposes of this section only, a "permanent structure" shall be considered any structure or landscaping object exceeding one-hundred twenty (120) square feet in size or exceeding fourteen (14) feet in height constructed for the purpose of enhancing the swimming pool or pool equipment facilities.
4. A swimming pool may cover the area within a rear yard not located within an easement unless the construction of that pool would require the need to vary from existing ordinances. Minimum setback requirements from property lines are as follows:
    a. Front Yard: Thirty feet (30') Min.
    b. Rear Yard: Ten feet (10') Min.
    c. Side Yard: Ten feet (10') Min.
    d. Side Yard Adjacent to a Street: Ten feet (10') Min. (fence is permitted 5' from property line)
    e. Trail or Landscape Easement: Ten feet (10') Min. (measured from nearest easement line)
5. All swimming pools shall be enclosed with a fence with a minimum height of four feet and include a self-closing locking gate; or
    a. That all swimming pool properties shall be enclosed with a fence that is a minimum height of a 6 feet, unless in an open space subdivision which will then be a minimum height of 5 feet;
    b. In either case, it will include a self-closing locking gate and an automated swimming pool cover.
6. All permanent swimming pools shall require a building permit.

ATTACMENT #2:

Request for Text Amendment

Robert Ghent
9893 N 6320 W, Highland UT 84003
801-787-9562
hodadbob@gmail.com

Introduction

This is a request for an amendment to Section 3-4111 ("Swimming Pool") of the Highland City Development Code (hereinafter "Code"), concerning the construction of a permanent structure (building) for the express purpose of enclosing a swimming pool and surrounding deck. While this request addresses requirements pertaining to zone (R-1-40), it may be applicable to the corresponding sections of the Code that affect other zone designations.

As with many senior Highland citizens, because of health conditions, swimming is one of the primary non-impact exercises in which the requester can participate. Hence, there is a need to enclose outdoor swimming pools to allow year-round use. Solutions for enclosing outdoor pools typically come down to two reasonable possibilities: a temporary air-supported structure, as defined by the International Building Code (IBC)[1], that disrupts the architectural esthetic of the community, or a permanent but retractable transparent structure of vinyl-clad or anodized aluminum, steel, and tempered glass. The permanent structure has a lower roof line than the temporary structure and, while more architecturally pleasing, is unfortunately subject to the size limitations imposed on accessory buildings.

The desired outcome of this request is an exception to the accessory building size limitations that applies solely to the afore-mentioned permanent structures enclosing outdoor swimming pools.

The community's preferences between the two types of structures were key to deciding whether to pursue this text amendment request. Accordingly, a two-question survey (Annex A) was sent along with a cover letter (Annex B) to the nineteen other property owners in the Willow Ridge Estates subdivision where there is a high percentage of swimming pools (at least six of the 20 homes, as far as can be ascertained from Google Maps). Of the nineteen surveys sent out, six were returned by the end of April 2022 (a return rate of 30 percent). All the respondents indicated a preference for the permanent structure, prompting the drafting of this text amendment request (the completed surveys are available for examination upon request).

Rationale

While various definitions of "accessory structure" can be found broadly[2], for the purposes of this discussion the term is intended to mean a non-habitable, permanent *building* that is situated on the same residential property as the primary dwelling unit, but is detached from the primary dwelling unit, and which use is incidental to that of the primary dwelling unit.

The current text of Section 3-4111 of the Code stipulates "…pools that are enclosed or covered within a permanent structure shall be considered an accessory structure and shall be subject to Sections 3-4104 and 3-4109 of this Code."[3] The Highland City Code is based on the latest revisions of the International Building Code (IBC) series, with state amendments[4]. Pertinent to this discussion is the 2015 International Residential Code (IRC). An excerpt from *Significant Changes to the International Residential Code®, 2015 Edition*[5] explains that accessory structure size limitations were introduced in the 2006 edition of the IRC "… based on a concern of the potential fire load in residential accessory buildings"[5]. The limitations were removed in the 2015 edition of the IRC in deference to municipal zoning requirements that vary by community need, but the fire load rationale for limiting the size of accessory buildings remains.

The fire load concern is generally sensible given that accessory structures are typically garages, storage sheds, gazebos, picnic pavilions, boathouses, small pole barns, and similar buildings[6], that are constructed from combustible/flammable materials and often house materials and/or activities that may

precipitate or fuel a fire. However, the retractable glass and aluminum-frame structure specific to the enclosing of a swimming pool, as proposed, does not present these fire load concerns, nor does the pool and water within the enclosure.

Proposed Text Amendment

Based on the foregoing, the proposed text amendment to the Code seeks a categorical exception from the size limitations imposed on accessory buildings for swimming pool enclosures constructed of noncombustible materials meeting IBC Type I and Type II construction[7]. Suggested additions to the existing text are in red font and suggested deletions are in ~~red strikeout~~ font.

3-4111 Swimming Pool

A swimming pool is a semi-permanent structure that is constructed to hold water for recreational purposes. A pool that could be installed by the typical homeowner and may be packaged as a kit is not considered a permanent pool. A swimming pool that is constructed near or below grade with the intention of lasting more than one year shall be considered a permanent pool and shall be subject to the following requirements:

1. All permanent pools shall be subject to all setback requirements for accessory structures as defined in Section 3-4109 of this Code; and
2. Any structural portion of a swimming pool shall not be permitted within an easement of any kind; and
3. Pools that are enclosed or covered within a permanent structure meeting Type I or Type II construction per the International Building Code ~~shall be considered an accessory structure and~~ shall be subject to Sections 3-4104 and 3-4109 of this Code, except for Section 3-4109, subsection 2.a or Section 3-4109, subsection 2.b, as applicable.

    a. For the purposes of this section only, a "permanent structure" shall be considered any structure or landscaping object exceeding one-hundred twenty (120) square feet in size or exceeding fourteen (14) feet in height constructed for the purpose of enhancing the swimming pool or pool equipment facilities.
4. A swimming pool may cover the area within a rear yard not located within an easement unless the construction of that pool would require the need to vary from existing ordinances. Minimum setback requirements from property lines are as follows:

    a. Front Yard: Thirty feet (30') Min.
    b. Rear Yard: Ten feet (10') Min.
    c. Side Yard: Ten feet (10') Min.
    d. Side Yard Adjacent to a Street: Ten feet (10') Min. (fence is permitted 5' from property line)
    e. Trail or Landscape Easement: Ten feet (10') Min. (measured from nearest easement line)
5. All swimming pools shall be enclosed with a fence with a minimum height of four feet and include a self-closing locking gate; or

    a. That all swimming pool properties shall be enclosed with a fence that is a minimum height of a *[sic]* 6 feet, unless in an open space subdivision which will then be a minimum height of 5 feet;
    b. In either case, it will include a self-closing locking gate and an automated swimming pool cover.
6. All permanent swimming pools shall require a building permit.

(Adopted 9/2/08)[3]

Summary and Conclusions

These amendments, as proposed, do not change any height or setback restrictions, nor do they redefine accessory structures in general; they merely remove permanent swimming pool enclosures that meet the requirements of IBC Type I or Type II construction from the size restrictions due to fire load concerns that are imposed on accessory buildings. The size of a swimming pool enclosure is still necessarily limited by the setback and easement requirements established in the Code.

The proposed amendment can easily be applied to other sections of the Code that address swimming pool enclosures in the other zone designations. Once again, the surveys returned by other property owners in the Willow Ridge Estates subdivision confirm an overall preference for the type of pool enclosure this proposed text amendment is designed to accommodate.

Citations

1. Section 202 Definitions, [BG] Air-Supported Structure. *2018 International Building Code (IBC),* Sixth version 2021. Available at: https://codes.iccsafe.org/content/IBC2018P6/chapter-2-definitions#IBC2018P6_Ch02_Sec202. Accessed 9 May 2022

2. Various definitions of "Accessory Structure." Available at: https://www.lawinsider.com/dictionary/accessory-structure. Accessed 26 April 2022.

3. Highland City Development Code, *Chapter 3 Zoning – General Requirements, Article 4.1 R-1-40 Zone, Section 3-4111 Swimming Pool.* Available at: https://highland.municipalcodeonline.com/book?type=development#name=Article_4.1_R-1-40_Zone. Accessed 5 May 2022.

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5. Excerpt from *Significant Changes to the International Residential Code®, 2015 Edition.* Available at: http://media.iccsafe.org/news/icc-enews/2015v12n20/2015ircsigchange.pdf. Accessed 25 April 2022.

6. Examples of accessory structures from the Federal Emergency Management Administration (FEMA). Available at: https://www.fema.gov/glossary/accessory-structure#:~:text=An%20accessory%20structure%20is%20a,garden%20tools%20as%20accessory%20structures. Accessed 26 April 2022.

7. Chapter 6 Types of Construction from *2021 International Building Code (IBC)*. Available at: https://codes.iccsafe.org/content/IBC2021P2/chapter-6-types-of-construction. Accessed 7 May 2022.

ATTACHMENT #3:

Annex A – *Sample of survey sent to Willow Ridge Estates property owners*

Figure 1: Permanent retractable enclosure

Figure 2: Temporary air-supported enclosure

Question 1: If you have or were to have a swimming pool, and you desired to enclose your pool (assuming the cost to erect and maintain one of these structures was no barrier), which type of structure would you prefer to have on your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Question 2: Whether you have a swimming pool or not, which type of structure would you prefer to see on your neighbor's property, assuming you would be able to see it from the street or your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Additional comments (optional): _____

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End of survey. Please enclose your completed survey in the self-addressed, stamped envelope and drop in the mail.

Thank you!

Annex B – *Sample of cover letter for survey sent to Willow Ridge Estate property owners*

Willow Ridge Estates Subdivision Property Owner
Street Address
Highland UT 84003

Dear Neighbor:

My purpose in writing to you today is to get input from homeowners in the Willow Ridge Estates subdivision for a proposed text amendment to the Highland City Code. The proposed amendment is designed to facilitate construction of dedicated pool enclosures by carving out an exception for them under the definition of Accessory Structures.

The Highland City Code currently defines pool enclosures as Accessory Structures. The zoning rules for our subdivision limit the size of Accessory Structures to no more than 5% of the total lot square footage, making it difficult or impossible to enclose a typical swimming pool and deck coping. The rationale for the size limitation is that common Accessory Structures, such as garages, greenhouses, sheds, workshops, etc., present a concern of potential fire load due to the typical activities undertaken and materials stored within such structures. Clearly, a dedicated pool enclosure does not pose such a risk.

Accessory Structures are also defined as being either permanent (i.e., anchored to a foundation wall or slab) or temporary (i.e., removable, and erected for no more than 180 consecutive days). There are no Accessory Structure size restrictions on temporary structures, however, we desire to enclose our pool with a permanently anchored, retractable enclosure that is more in keeping with the architectural esthetic of the neighborhood. An example of this type of structure is provided on the enclosed survey. For comparison purposes, an example of the type of temporary enclosure typically used for enclosing pools (an air-supported structure) is also included on the survey. Such temporary structures have a higher profile than a permanent structure of similar square footage.

To facilitate gathering your preferences concerning these two types of structures, please complete the enclosed anonymous survey (two questions and an option for additional comments), place it in the self-addressed, stamped envelope, and drop it in the mail sometime in the next couple of weeks (no need to inconvenience yourself by returning it in person; that will maintain anonymity). The survey responses will be used to inform the Highland City Council of our subdivision's preferences when they consider amending the City Code to accommodate a size restriction exception for permanent pool enclosures.

Thank you for providing your preferences.

Respectfully,

Bob Ghent
9893 N 6320 W
Highland UT 84003

Enc.: Survey and SASE

ATTACHMENT #4:

Figure 1: Permanent retractable enclosure

Figure 2: Temporary air-supported enclosure

Question 1: If you have or were to have a swimming pool, and you desired to enclose your pool (assuming the cost to erect and maintain one of these structures was no barrier), which type of structure would you prefer to have on your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Question 2: Whether you have a swimming pool or not, which type of structure would you prefer to see on your neighbor's property, assuming you would be able to see it from the street or your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Additional comments (optional): _____

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End of survey. Please enclose your completed survey in the self-addressed, stamped envelope and drop in the mail.

Thank you!

Figure 1: Permanent retractable enclosure

Figure 2: Temporary air-supported enclosure

Question 1: If you have or were to have a swimming pool, and you desired to enclose your pool (assuming the cost to erect and maintain one of these structures was no barrier), which type of structure would you prefer to have on your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Question 2: Whether you have a swimming pool or not, which type of structure would you prefer to see on your neighbor's property, assuming you would be able to see it from the street or your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Additional comments (optional): _____

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End of survey. Please enclose your completed survey in the self-addressed, stamped envelope and drop in the mail.

Thank you!

Figure 1: Permanent retractable enclosure

Figure 2: Temporary air-supported enclosure

Question 1: If you have or were to have a swimming pool, and you desired to enclose your pool (assuming the cost to erect and maintain one of these structures was no barrier), which type of structure would you prefer to have on your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Question 2: Whether you have a swimming pool or not, which type of structure would you prefer to see on your neighbor's property, assuming you would be able to see it from the street or your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Additional comments (optional): _____

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_____

End of survey. Please enclose your completed survey in the self-addressed, stamped envelope and drop in the mail.

Thank you!

Figure 1: Permanent retractable enclosure

Figure 2: Temporary air-supported enclosure

Question 1: If you have or were to have a swimming pool, and you desired to enclose your pool (assuming the cost to erect and maintain one of these structures was no barrier), which type of structure would you prefer to have on your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Question 2: Whether you have a swimming pool or not, which type of structure would you prefer to see on your neighbor's property, assuming you would be able to see it from the street or your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Additional comments (optional): _____

Good luck!

End of survey. Please enclose your completed survey in the self-addressed, stamped envelope and drop in the mail.

Thank you!

Figure 1: Permanent retractable enclosure

Figure 2: Temporary air-supported enclosure

Question 1: If you have or were to have a swimming pool, and you desired to enclose your pool (assuming the cost to erect and maintain one of these structures was no barrier), which type of structure would you prefer to have on your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Question 2: Whether you have a swimming pool or not, which type of structure would you prefer to see on your neighbor's property, assuming you would be able to see it from the street or your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Additional comments (optional): With the increase of pools in the Highland area the term "Accessory Structure" needs to better defined.

6397 W 9890 N

End of survey. Please enclose your completed survey in the self-addressed, stamped envelope and drop in the mail.

Thank you!

Figure 1: Permanent retractable enclosure

Figure 2: Temporary air-supported enclosure

Question 1: If you have or were to have a swimming pool, and you desired to enclose your pool (assuming the cost to erect and maintain one of these structures was no barrier), which type of structure would you prefer to have on your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Question 2: Whether you have a swimming pool or not, which type of structure would you prefer to see on your neighbor's property, assuming you would be able to see it from the street or your property? (please circle, highlight, or otherwise indicate your preference):

A structure like the one depicted in **Figure 1**

A structure like the one depicted in **Figure 2**

Additional comments (optional): Either structure would be fine for both questions. Good Luck!

- Gavan

End of survey. Please enclose your completed survey in the self-addressed, stamped envelope and drop in the mail.

Thank you!

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #8

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: **ACTION:** Additional Funding for Adonis Drive Streetscape Project
Administrative

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

BACKGROUND:
On June 18, 2019 the City Council approved a request from residents in the Mercer Hollow Estates subdivision to improve the streetscape along Adonis Drive. Mercer Hollow was part of the original approval of the Highland Hills Development.

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

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

In May 2021, the City paid Rocky Mountain Power $10,740.56 to provide power to for the project. The City has also paid a separate contractor $9,019.66 to extend the power line across the street. These costs were not included in the original estimate.

On October 19, 2021, at the request of the residents, the Council approved an additional $26,614.12 for the project and approved the bid from Decorative Landscaping to complete the project. At that time, three companies were contacted to provide bids. Decorative Landscaping was the low bidder at $129,180.21 and ACE at $147,062.90. The third

company was unresponsive.

DISCUSSION:

Since the bid was approved in October, the contractor was given until June 2022 to begin the project. They are now requesting an additional $26,154.07 due to not bidding the project correctly. The items that were left out of the original bid include but are not limited to: various irrigation parts (filters, master valve, flow meter, strong box, etc.) ($13,899.71), additional labor ($4,000), sales tax on the irrigation parts ($2,699), and $750 fuel surcharge. They are also requesting an additional $4,280.36 in inflationary costs since they did not order the parts until June. Finally, there is an extra $525 for remote irrigation valve cell card. This allows staff to control the valve remotely. Project costs are summarized below:

Project Cost		
Item	***Cost***	***Notes***
Decorative Landscaping		
Original Bid	$129,180.21	
Excluded Sprinkler Parts	$13,899.71	Filer, master valve, flow meter, strong box, etc.
Additional Labor	$4,000	To install the additional parts
Sales Tax	$2,699	If the City purchases the parts, we will not be charged sales tax.
FUEL Surcharge	$750	Increased fuel costs
Remote Irrigation Valve Cell Card	$525	We are applying for a grant for the remote irrigation clock. The clock cost approximately $2,000 and the grant could be up to $1,000.
Inflationary Costs	$4,280.36	
Total Decorative Landscaping	$155,334.28	
Current City Expenditures		
Rocky Mountain Power	$10,740.56	Already expended – Paid by City
Power line installation	$9,019.66	Already expended – Paid by City
Total City Expenditures	$19,760.22	
Total Project Costs	*$175,094.50*	

Approved Funding	
Item	Amount
City Approved Funding	$46,498.79
Resident Funding	$93,421.89
Total	$139,920.77

Proposed Funding	
Item	Amount
City Approved Funding	$72,652.86 (increase of $26,154.07)
Resident Funding	$93,421.89
Total	$175,094.50

FISCAL IMPACT:

The cost of this project is an additional $26,154.07. Funding for this expense was not included in the FY2023 budget. As approved by the Council, the costs will be covered by the proceeds from the sale of open space property in the Mercer Hollow/Highland Hills Subdivision. As of January 2021, the city has collected $68,842.18 with $11,553.80 to be collected from approved purchases in the subdivision. If approved, the current fiscal year budget will be amended to reflect this project as part of the mid-year budget adjustments unless otherwise directed by the Council.

PROPOSED MOTIONS:

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

ALTERNATIVE MOTION:

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

ATTACHMENTS:

1. Excerpt of the June 18, 2019 City Council Minutes
2. Excerpt of the August 4, 2020 City Council Minutes
3. Excerpt of the October 19, 2021 City Council Minutes
4. Adonis Drive Streetscape Plans

ATTACHMENT #1:

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

PRESIDING: Mayor Rod Mann

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

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

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

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

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

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

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

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

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

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

The vote was recorded as follows:

Council Member Brian Braithwaite	*Yes*
Council Member Ed Dennis	*Yes*
Council Member Tim Irwin	*Yes*
Council Member Kurt Ostler	*Yes*
Council Member Scott L. Smith	*Yes*

The motion passed 5:0.

ATTACHMENT #2:

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

PRESIDING: Mayor Rod Mann

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

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

Administrative

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

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

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

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

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

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

The vote was recorded as follows:

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.

ATTACHMENT #3:

Excerpt of the Minutes of the October 19, 2021 City Council Meeting

PRESIDING: Mayor Rod Mann

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

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

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

City Administrator/Community Development Director Nathan Crane stated on June 18, 2019 the City Council approved a request from residents in the Mercer Hollow Estates subdivision to improve the streetscape along Adonis Drive. The estimated cost of the project was $89,309. The residents committed to raise $70,000 towards the cost of the project and the City cover the remaining costs. The $70,000 has been donated to the Highland Foundation. On August 4, 2020, the City Council approved a bid from Wasatch Lawn and Landscape for $89,884.67. The Council included a provision that allowed the city to go with the second bidder, Decorative Landscaping ($99,988 plus an additional $15,000 to meet city specifications for sprinklers). In the event Decorative Landscaping was chosen the extra cost was to be divided equally between the city and residents.

In Spring 2021, both the city and the residents were informed by Wasatch Lawn and Landscape that the cost of the project had increased to $113,306.56. The cost increase was covered by a resident. In May 2021, the City paid Rocky Mountain Power $10,740.56 to provide power to for the project. This cost was not included in the original estimate. Unfortunately, since the spring of 2021, Wasatch Lawn and Landscape has been unresponsive and despite the best efforts of staff and the residents we have not been able to get the contract completed and signed. As a result, at the request of the residents, new bids were obtained. Three companies were contacted for bids and two companies were responsive: Decorative Landscaping was the low bidder at $129,180.21 and ACE at $147,062.90. Initially the City's cost was not going to change so additional Council action was not required. However, the residents are now requesting that the City provide additional funding using open space capital funds that have been generated by property sales; as of January 2021, the City has collected $69,000 with and additional $11,553 to be collected from approved purchased in the Mercer Hollow Subdivision.

Council Member Bills inquired as to the difference between administrative and legislative actions. Mr. Crane stated that administrative actions relate to the implementation of policy decisions. Mayor Mann added that administrative decisions cannot be referred to the residents for a vote. Mr. Crane stated that is correct; classic examples of legislative decisions

include many land use actions. City Attorney Patterson added that administrative actions are typically related to day-to-day operations of the City. Council Member Bills then stated that residents are often confused by the difference between legislative and administrative functions. She then noted that she feels that the process for determining the use of open space sales proceeds is somewhat unclear.

Council Member Ostler stated that it is his understanding that the money generated by property sales are used for general open space improvements and are not necessarily dedicated back to the subdivision in which the property was sold. He stated that it is his understanding the money must stay in the open space service district. Mr. Crane stated that is correct. Council Member Bills stated that either way, the City needs to prioritize open space projects; such a prioritization document would be helpful as the City sells more open space.

Council Member Smith stated that he personally believes it is amazing that the neighborhood has contributed to a project that will benefit so many people; he is the Council liaison to the Highland Foundation and the residents donated $70,000 to the Foundation, and that money was directed to the City for this project specifically. He asked if the City still has that funding in reserve for this project, to which Mr. Crane answered yes; the request for funding tonight is to cover a shortfall in the budget for the project due to increased costs.

Council Member Bills stated she also thinks it is amazing that residents have supported this project by way of financial support. Council Member Rodela agreed.

Council Member Scott L. Smith MOVED that the City Council approve the additional funding and authorize the Mayor to sign a contract with Decorative Landscaping to proceed with the construction of the Adonis Drive streetscape.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

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

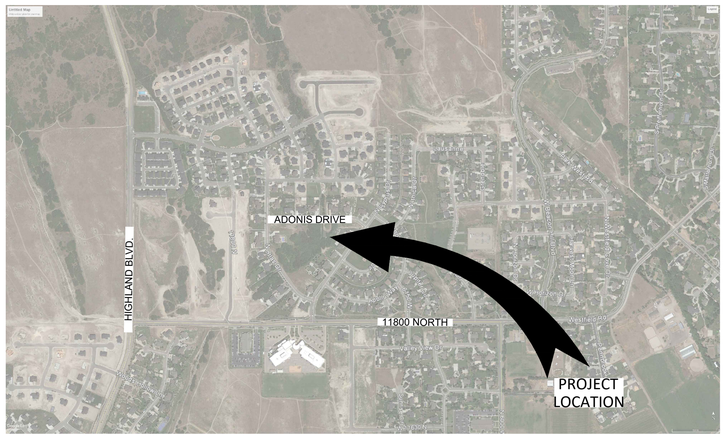
The motion passed 5:0.

PRELIMINARY PLANS FOR HIGHLAND CITY PARK STRIP

~

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

VICINITY MAP SCALE: N.T.S.



SHEET INDEX

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

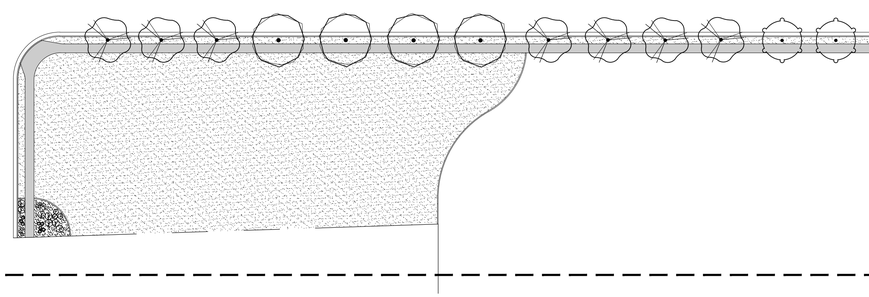
LANDSCAPE NOTES (PEC)

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

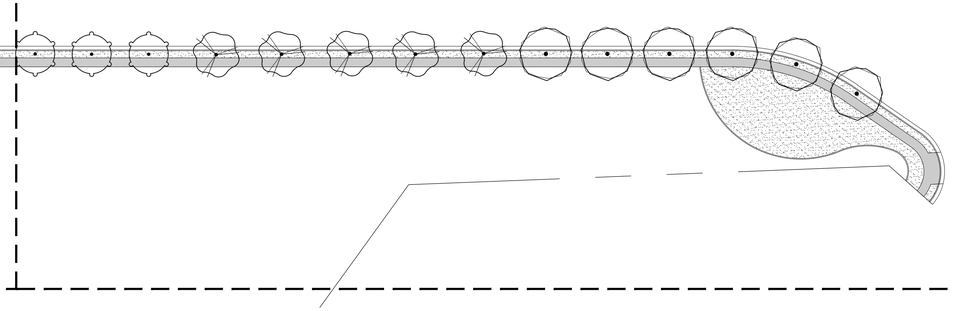
PLANT SCHEDULE

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

SHEET LS-02



SHEET LS-03



OWNER/CLIENT

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

ENGINEER/LANDSCAPE ARCHITECT

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

PROJECT INFORMATION

HIGHLAND PARKSTRIP
ATLAS DRIVE AND ADONIS DRIVE
HIGHLAND, UTAH

SEAL/STAMP OF APPROVAL

LICENSED LANDSCAPE ARCHITECT — LARS DONALD ANDERSON — No. 339519-5301 — 07-25-2012 — ELECTRONIC SEAL — STATE OF UTAH

PIC:	LDA
PM:	LDA
DRAWN BY:	ZAS
CHECKED BY:	GSK
PLOT DATE:	8-1-2019

SUBMISSION DATE 8-1-2019 — *PROJECT #* PUT 18-020

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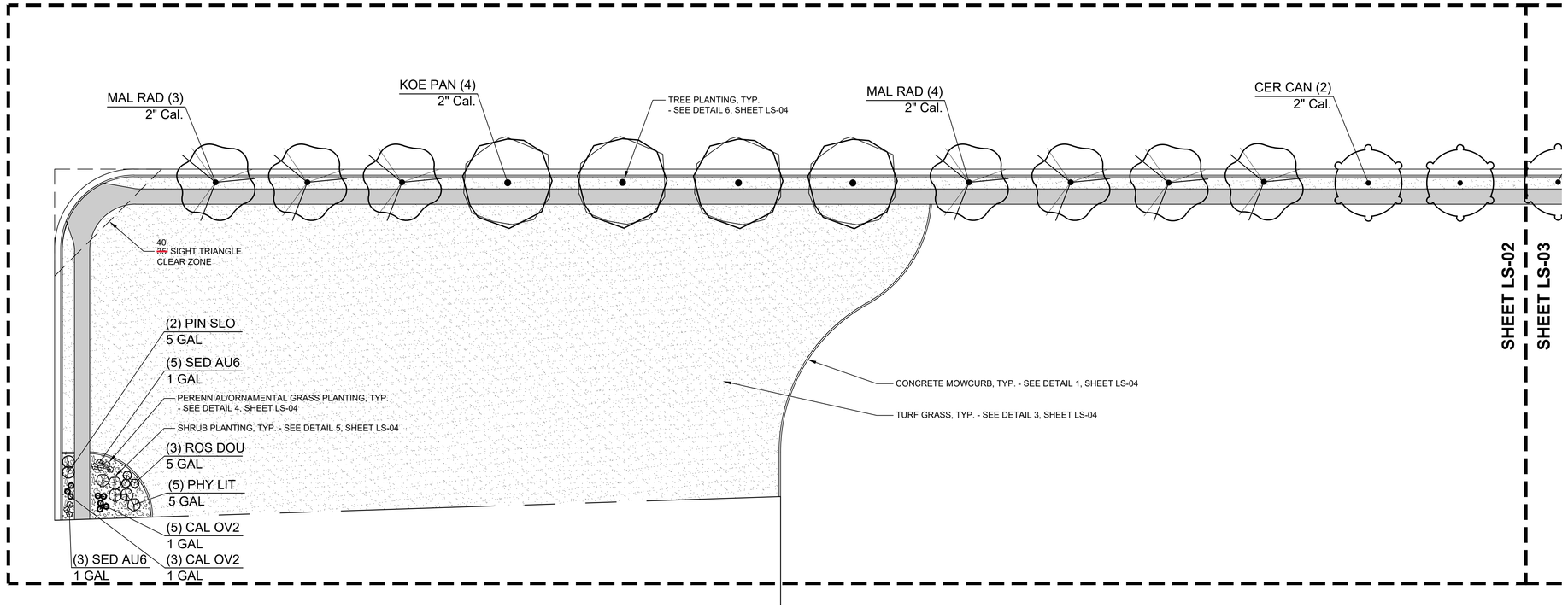
0' 20' 40' 80' 160'
GRAPHIC SCALE: 1" = 40'

SHEET NAME

SHEET INDEX & LANDSCAPE OVERVIEW

SHEET NUMBER

LS-01



PLANT SCHEDULE LS-02

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	CER CAN	2	Cercis canadensis / Eastern Redbud	2" Cal.	B&B
	KOE PAN	4	Koelreuteria paniculata / Golden Rain Tree	2" Cal.	B&B
	MAL RAD	7	Malus x `Radiant` / Radiant Crab Apple	2" Cal.	B&B

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	PHY LIT	5	Physocarpus opulifolius `Little Devil` TM / Dwarf Ninebark	5 GAL
	PIN SLO	2	Pinus mugo `Slowmound` / Mugo Pine	5 GAL
	ROS DOU	3	Rosa x `Double Knockout` / Double Knockout Rose	5 GAL

ANNUALS/PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	SED AU6	8	Sedum spectabile `Autumn Joy` / Stonecrop	1 GAL

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	CAL OV2	8	Calamagrostis x acutiflora `Overdam` / Overdam Feather Reed Grass	1 GAL

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	APA BRO	416 sf	Apache Brown 1" Fractured Stone - See detail 2, sheet LS-04	
	POA PRA	27,061 sf	Poa pratensis / Kentucky Bluegrass	SOD

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LARS DONALD ANDERSON
No. 319519-5301
07-29-2019
ELECTRONIC SEAL
STATE OF UTAH

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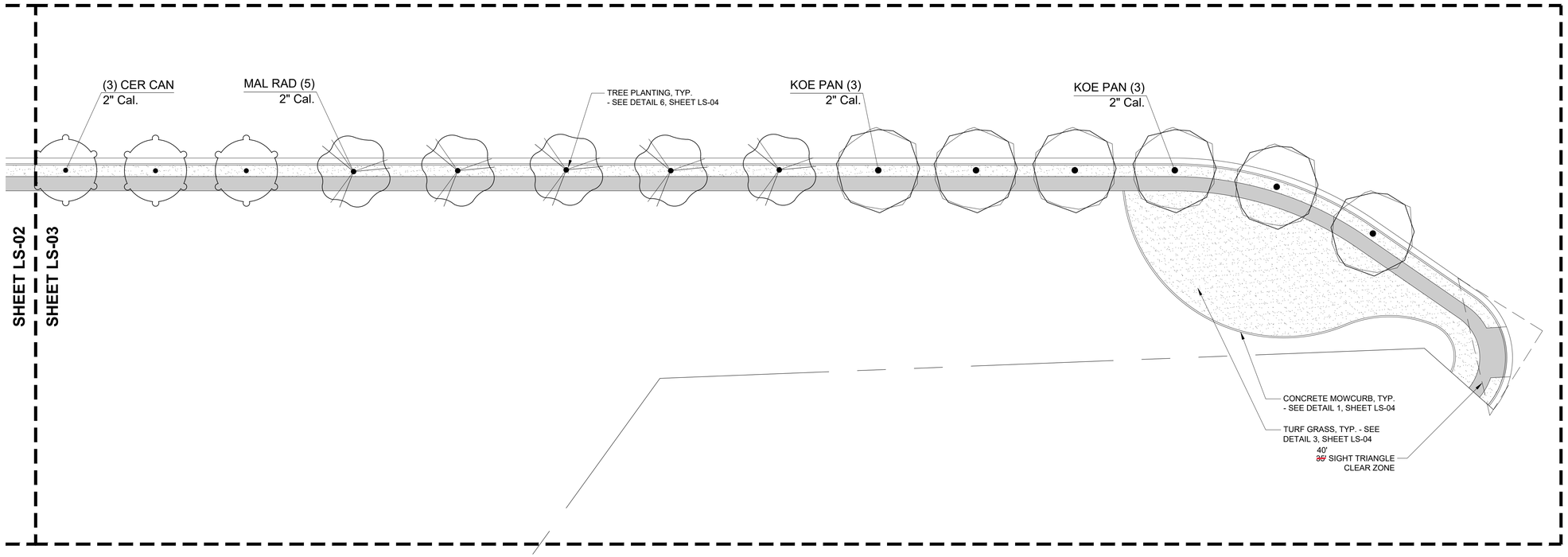
0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

SHEET NAME

LANDSCAPE PLAN

SHEET NUMBER

LS-02



PLANT SCHEDULE LS-03

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

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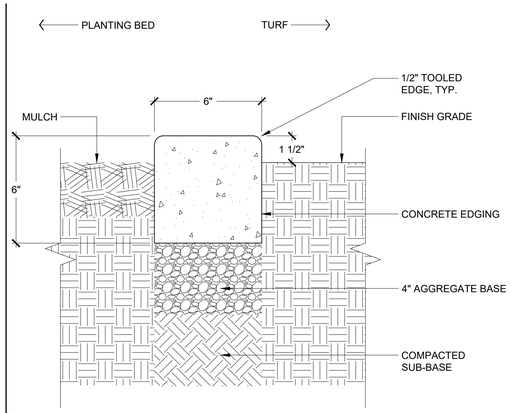
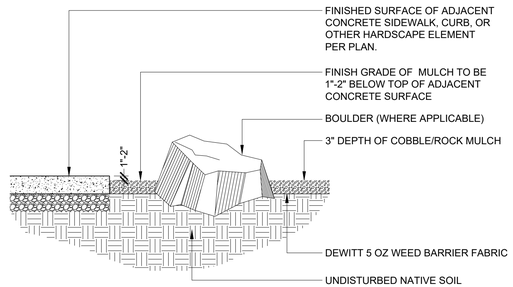


1 CONCRETE EDGING

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

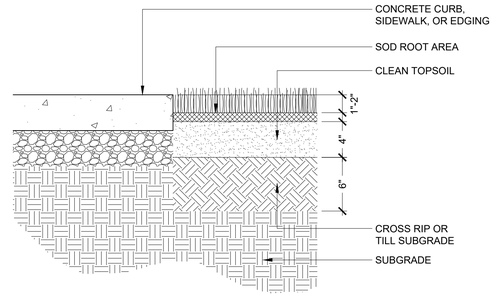


NOTES:

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

2 COBBLE MULCH

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

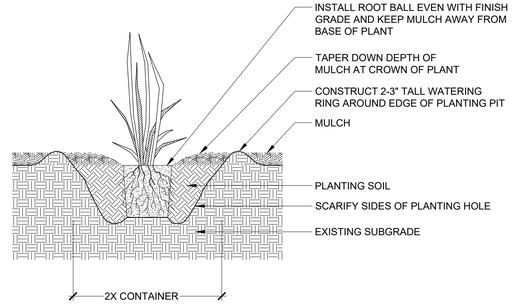


NOTES:

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

3 SOD PLANTING

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



NOTES:

1. EXCAVATE ORNAMENTAL GRASS/PERENNIAL PITS AS ROUND HOLES.

4 PERENNIAL/ORNAMENTAL GRASS PLANTING

3/4" = 1'-0" P-PU18020-PLNT-01

NOTES:

1. EXCAVATE SHRUB PITS AS ROUND PLANTING HOLES.

5 SHRUB PLANTING

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

NOTES:

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

6 DECIDUOUS TREE PLANTING

1/2" = 1'-0" P-PU18020-PLNT-03

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SHEET NUMBER

LS-04

IRRIGATION NOTES (PEC)

1. ALL PIPE TO BE SCHEDULE 40 PVC PIPE. NO POLY PIPE SHALL BE INCLUDED. FITTINGS UP TO 1 1/2" MUST BE SCHEDULE 40 OR BETTER. FITTINGS LARGER THAN 1 1/2" MUST BE SCHEDULE 80 OR BETTER. SCHEDULE 80 FITTINGS SHALL BE USED ON ALL MAINLINE PIPE.
2. CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR WITH NO ADDITIONAL COST TO THE OWNER.
3. PLACE ALL IRRIGATION IN LANDSCAPE AREAS AND ON THE PROPERTY OF THE OWNER.
4. CONTROL WIRE SHALL BE 14-1 OR 12-1 SINGE STRAND WIRE. EXTRA WIRE MUST BE A DIFFERENT COLOR TO EACH VALVE BOX. NOT LOOPED.
5. MODIFY LOCATION OF IRRIGATION COMPONENTS TO AVOID PLACING TREES, SHRUBS AND OTHER SITE ELEMENTS DIRECTLY OVER PIPE, PER PLANS. DO NOT LOCATE VALVE BOXES IN LAWN AREAS UNLESS DIRECTED TO BY LANDSCAPE ARCHITECT.
6. CONTRACTOR SHALL INSTALL A 1" THREADED TEE WITH 1" THREADED PLUG AT POINT OF CONNECTION IN ORDER TO BLOW OUT THE SYSTEM WITH AN AIR COMPRESSOR EACH FALL.INSTALL FLUSH CAP AT THE END OF ALL DRIP IRRIGATION LINES TO FACILITATE BLOW-OUT AND MAINTENANCE (SEE DETAIL L, SHEET DT-03).
7. LATERAL LINES SHALL BE NO SMALLER THAN 3/4". MINIMUM MAINLINE SIZE SHALL BE 2". LANDSCAPE CONTRACTOR SHALLE ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW:

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

8. INSTALL DRIP IRRIGATION PER DETAILS. CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY.
9. CONTRACTOR SHALL PROVIDE AND INSTALL SLEEVES FOR ALL PIPES AND WIRES UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE INSIDE. ALL WIRE SHALL BE IN SEPARATE SLEEVES (NOT SHOWN). ALL CONTROL WIRE SHALL BE INSTALLED IN CLASS 200 PIPE. PLACE JUNCTION BOXES WHERE NECESSARY TO MINIMIZE LONG RUNS OR AT DIRECTIONAL CHANGES.
10. WATER LINES AND ELECTRICAL LINES MUST NOT SHARE CONDUITS. ALL WIRE CONNECTIONS MUST BE CONTAINED IN VALVE BOX WITH 3' OF EXTRA WIRE. WIRE TO BE CONNECTED TO MAIN LINE PIPE WHERE POSSIBLE WITH TAPE AT 25' INTERVALS. SLACK IN CONTROL WIRES REQUIRED AT EVERY CHANGE OF DIRECTION. WIRES MUST HAVE SEPARATE COLORS FOR COMMON, CONTROL AND SPARE. MINIMUM 1 SPARE WIRE FOR EVERY 5 VALVES. ALL CONTROL WIRES TO BE INSULATED 14 GAUGE COPPER. ALL SPARE WIRES MUST "HOME RUN" TO CONTROLLER AND SPARE WIRES AVAILABLE AT ALL VALVE MANIFOLDS AND CLUSTERS.
11. ALL SLEEVES INSTALLED SHALL BE DUCT TAPED TO PREVENT DIRT OR OTHER DEBRIS ENTERING PIPE. ALL SLEEVES SHALL BE IDENTIFIED BY WOOD OR PVC STAKES AND BE SPRAY PAINTED WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
12. IRRIGATION SYSTEM MUST CONTAIN CHECK VALVES TO PREVENT LOW POINT DRAINAGE.
13. SPACE ALL SPRAY HEADS 2" AWAY FROM ANY HARDSCAPE.
14. CONTRACTOR SHALL MATCH PRECIPITATION RATES AS MUCH AS POSSIBLE FOR ALL LANDSCAPED AREAS. OVERHEAD IRRIGATION MUST HAVE A MINIMUM DU (DISTRIBUTION UNIFORMITY) OF 60%.
15. IRRIGATION CONTRACTOR SHALL PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING.
16. MAIN LINES SHALL BE 24" DEEP MIN. AND LATERAL LINES 12" DEEP MIN. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
17. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CITY AND/OR COUNTY CODES. THE CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS.
18. IRRIGATION INSTALLATION TO COMPLY WITH APPLICABLE CITY SPECIFICATIONS AND DRAWINGS.
19. ACTUAL INSTALLATION OF IRRIGATION SYSTEM MAY VARY SOMEWHAT FROM PLANS. THE CONTRACTOR IS RESPONSIBLE TO MAKE ADJUSTMENTS AS NEEDED TO ENSURE PROPER COVERAGE OF ALL LANDSCAPED AREAS.
20. CONTRACTOR SHALL INSTALL IRRIGATION SYSTEM WITH HEAD TO HEAD COVERAGE IN ALL TURF AREAS. USE VAN AND/OR U-SERIES NOZZLES AS NECESSARY TO PROVIDE PROPER COVERAGE AND TO KEEP WATER OFF OF BUILDINGS AND HARDSCAPES.
21. POWER TO CONTROLLER TO BE PROVIDED BY OWNER. OWNER TO SPECIFY EXACT LOCATION OF CONTROLLER. INSTALL PER MANUFACTURERS INSTRUCTIONS. CONTRACTOR SHALL INSTALL A RAIN SENSOR WITH CONTROLLER UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.
22. IRRIGATION CONTRACTOR SHALL PROVIDE AN AS-BUILT IRRIGATION PLAN UPON COMPLETION OF INSTALLATION AND PRIOR TO FINAL PAYMENT.
23. INSTALL A FLUSH CAP AT THE END OF EACH DRIP LINE PER DETAILS FOR MAINTENANCE.

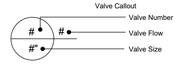
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	RADIUS
A ES, A LCS, A RCS, A CS, A SS	HUNTER PROS-04 5' STRIP SPRAY TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	145	40	
8 Q, 8 T, 8 H, 8 F	HUNTER PROS-04 8' RADIUS TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	8	40	
10 Q, 10 T, 10 H, 10 F	HUNTER PROS-04 10' RADIUS TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	1	40	
12 Q, 12 T, 12 H, 12 TT, 12 TQ, 12 F	HUNTER PROS-04 12' RADIUS TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	1	40	
4, 6, 8, 10, 12, 15, 17	HUNTER PROS-04 ADJUSTABLE ARC TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	2	40	
25	HUNTER I-20-04-MPR-SS TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE.	13	55	23'
30	HUNTER I-20-04-MPR-SS TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE.	6	55	28'
35	HUNTER I-20-04-MPR-SS TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE.	31	55	33'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G-FS DRIP VALVE DRIP CONTROL ZONE. 1" ICV GLOBE VALVE WITH 1" RAIN BIRD PRF-100-RBY FILTER. PRESSURE REGULATION: 40PSI. FLOW RANGE: .5 GPM TO 15 GPM. 150 MESH STAINLESS STEEL SCREEN.	1
	AREA TO RECEIVE DRIPLINE NETAFIM TLDL-04-18 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE. 0.4 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. SURFACE AND SUB SURFACE INSTALLATIONS. UV RESISTANT.	417 S.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G-FS 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.	9
	HUNTER HQ-44LRC QUICK COUPLER VALVE, YELLOW RUBBER LOCKING COVER, RED BRASS AND STAINLESS STEEL, WITH 1" NPT INLET, 2-PIECE BODY. PROVIDE 1 KEY.	3
	WATTS FULL PORT BALL VALVE BRASS BALL VALVE, SIZE PER MAINLINE	3
MV	HUNTER ICV-G-FS 2" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.	2
C	HUNTER ACC-1200 12 STATION OUTDOOR MODULAR CONTROLLER. NO MODULE REQUIRED. HIGH-END COMMERCIAL USE. METAL CABINET. 20 AMP BREAKER WITH A GFI PLUG. INCLUDE HUNTER ICR-R RECEIVER UNIT. ENCLOSE IN STRONG BOX MODEL MPE-A16-10K ELECTRICAL METER BASE PER CITY SPECIFICATIONS.	1
SS	HUNTER WSS WIRELESS SOLAR, RAIN, FREEZE SENSOR WITH OUTDOOR INTERFACE, CONNECTS TO HUNTER PCC, PRO-C, AND I-CORE CONTROLLERS. INSTALL ON 10 FT. POLE PER CITY SPECIFICATIONS. INCLUDES 10 YEAR LITHIUM BATTERY AND RUBBER MODULE COVER, AND GUTTER MOUNT BRACKET.	1
FS	HUNTER HFS-208 FLOW SENSOR FOR USE WITH ACC CONTROLLER, 2" SCHEDULE 80 SENSOR BODY, 24 VAC, 2 AMP.	2
F	AMIAD 2-T-S-PERFORATED SCREEN AMIAD 2" T-SUPER SEMI-AUTOMATIC BRUSHAWAY PLASTIC FILTER, PERFORATED SCREEN, ENGINEERED-PLASTIC MATERIAL, MAXIMUM WORKING PRESSURE 145PSI. INSTALL IN CARSON BROOKS 3636-18 VALVE BOX BELOW GROUND.	2
POC 1	POINT OF CONNECTION 2" CONNECT TO EXISTING 2" P.I. LINE AT EXISTING STOP AND WASTE VALVE.	1
POC 2	POINT OF CONNECTION 2" CONNECT TO EXISTING 2" P.I. LINE AT EXISTING STOP AND WASTE VALVE.	1
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 USE PVC SCHEDULE 40 FITTINGS.	
	IRRIGATION MAINLINE: PVC SCHEDULE 40 USE PVC SCHEDULE 80 FITTINGS.	
	PIPE SLEEVE: PVC CLASS 200 SDR 21	

Valve Callout



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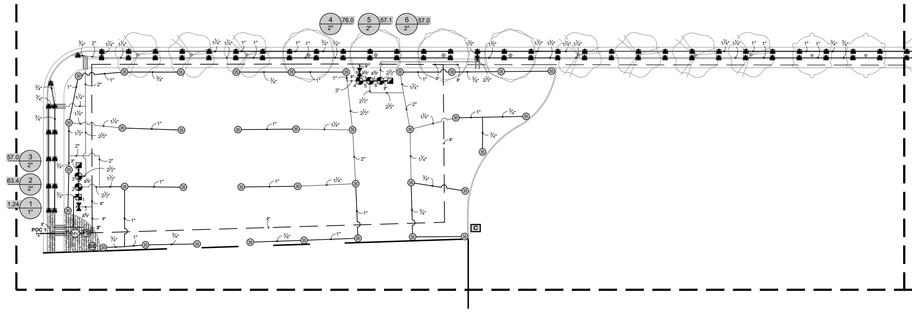

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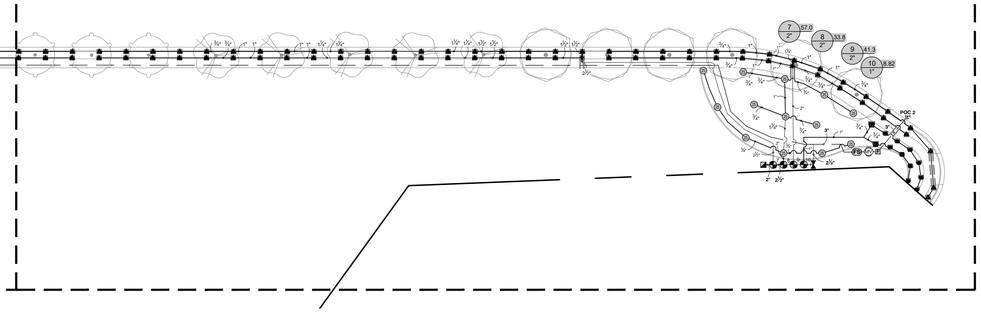

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PROJECT ENGINEERING CONSULTANTS
986 WEST 9000 SOUTH
WEST JORDAN, UTAH, 84088
OFFICE:801-495-4240
INFO@PEC.US.COM

PROJECT INFORMATION

HIGHLAND PARKSTRIP

ATLAS DRIVE AND ADONIS DRIVE
HIGHLAND, UTAH

SEAL/STAMP OF APPROVAL

LICENSED LANDSCAPE ARCHITECT
LARS DONALD ANDERSON
No. 9519-5301
07-25-2012
ELECTRONIC SEAL
STATE OF UTAH

PIC: LDA
PM: LDA
DRAWN BY: TK
CHECKED BY: LDA
PLOT DATE: 8/1/2019

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

NO.	REVISION	DATE
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PLAN INFORMATION

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UTILITY NOTIFICATION CENTER, INC
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N

0' 20' 40' 80' 160'
GRAPHIC SCALE: 1" = 40'

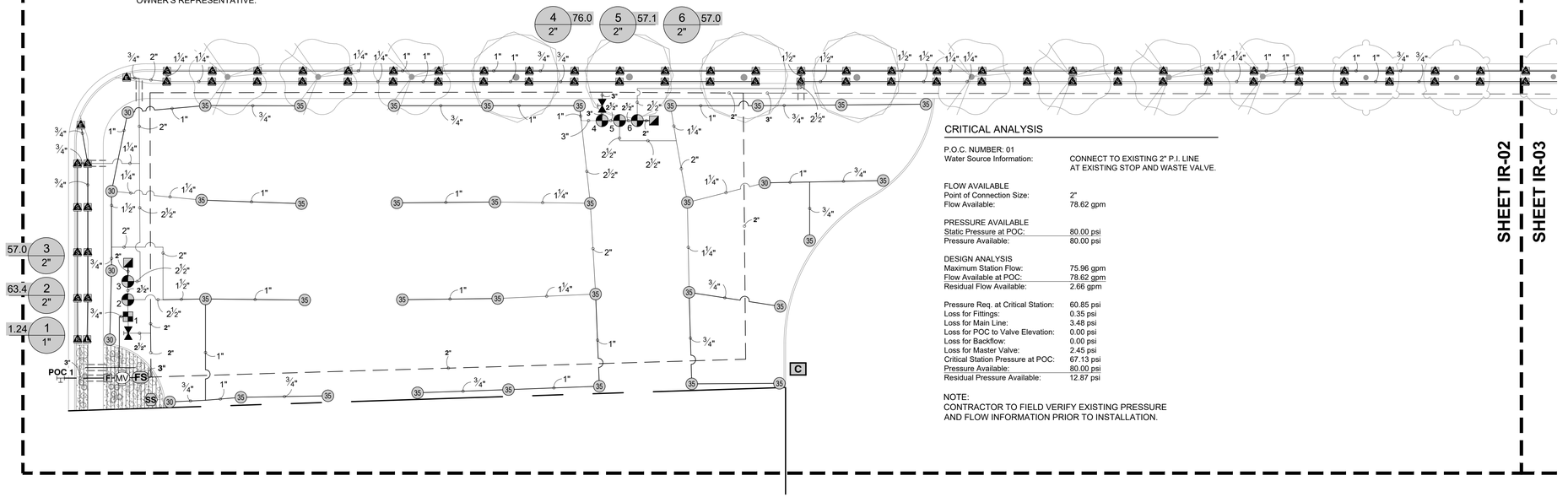
SHEET NAME

IRRIGATION OVERVIEW

SHEET NUMBER

IR-01

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



SHEET IR-02
SHEET IR-03

CRITICAL ANALYSIS

P.O.C. NUMBER: 01
Water Source Information: CONNECT TO EXISTING 2" P.I. LINE AT EXISTING STOP AND WASTE VALVE.

FLOW AVAILABLE
Point of Connection Size: 2"
Flow Available: 78.62 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 80.00 psi
Pressure Available: 80.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 75.96 gpm
Flow Available at POC: 78.62 gpm
Residual Flow Available: 2.66 gpm

Pressure Req. at Critical Station: 60.85 psi
Loss for Fittings: 0.35 psi
Loss for Main Line: 3.48 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Loss for Master Valve: 2.45 psi
Critical Station Pressure at POC: 67.13 psi
Pressure Available: 80.00 psi
Residual Pressure Available: 12.87 psi

NOTE:
CONTRACTOR TO FIELD VERIFY EXISTING PRESSURE AND FLOW INFORMATION PRIOR TO INSTALLATION.

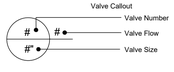
IRRIGATION SCHEDULE IR-02

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
ES LCS RCS CS SS	HUNTER PROS-04 5' STRIP SPRAY TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	72	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	RADIUS
30	HUNTER I-20-04-MPR-SS TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE.	6	55	28'
35	HUNTER I-20-04-MPR-SS TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE.	31	55	33'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G-FS DRIP VALVE DRIP CONTROL ZONE. 1" ICV GLOBE VALVE WITH 1" RAIN BIRD PRF-100-RBY FILTER. PRESSURE REGULATION: 40PSI. FLOW RANGE: .5 GPM TO 15 GPM. 150 MESH STAINLESS STEEL SCREEN.	1
	AREA TO RECEIVE DRIPLINE NETAFIM TLDL-04-18 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE. 0.4 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. SURFACE AND SUB SURFACE INSTALLATIONS. UV RESISTANT.	417 S.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G-FS 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.	5
	HUNTER HQ-44LRC QUICK COUPLER VALVE, YELLOW RUBBER LOCKING COVER, RED BRASS AND STAINLESS STEEL, WITH 1" NPT INLET, 2-PIECE BODY. PROVIDE 1 KEY.	2
	WATTS FULL PORT BALL VALVE BRASS BALL VALVE, SIZE PER MAINLINE	2
MV	HUNTER ICV-G-FS 2" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.	1
C	HUNTER ACC-1200 12 STATION OUTDOOR MODULAR CONTROLLER. NO MODULE REQUIRED. HIGH-END COMMERCIAL USE. METAL CABINET. 20 AMP BREAKER WITH A GFI PLUG. INCLUDE HUNTER ICR-R RECEIVER UNIT. ENCLOSE IN STRONG BOX MODEL MPE-A16-10K ELECTRICAL METER BASE PER CITY SPECIFICATIONS.	1
SS	HUNTER WSS WIRELESS SOLAR, RAIN, FREEZE SENSOR WITH OUTDOOR INTERFACE, CONNECTS TO HUNTER PCC, PRO-C, AND I-CORE CONTROLLERS, INSTALL ON 10 FT. POLE PER CITY SPECIFICATIONS. INCLUDES 10 YEAR LITHIUM BATTERY AND RUBBER MODULE COVER, AND GUTTER MOUNT BRACKET.	1
FS	HUNTER HFS-208 FLOW SENSOR FOR USE WITH ACC CONTROLLER, 2" SCHEDULE 80 SENSOR BODY, 24 VAC, 2 AMP.	1
F	AMIAD 2-T-S-PERFORATED SCREEN AMIAD 2" T-SUPER SEMI-AUTOMATIC BRUSHAWAY PLASTIC FILTER, PERFORATED SCREEN, ENGINEERED-PLASTIC MATERIAL, MAXIMUM WORKING PRESSURE 145PSI. INSTALL IN CARSON BROOKS 3636-18 VALVE BOX BELOW GROUND.	1
POC 1	POINT OF CONNECTION 2" CONNECT TO EXISTING 2" P.I. LINE AT EXISTING STOP AND WASTE VALVE.	1
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 USE PVC SCHEDULE 40 FITTINGS.	
	IRRIGATION MAINLINE: PVC SCHEDULE 40 USE PVC SCHEDULE 80 FITTINGS.	
	PIPE SLEEVE: PVC CLASS 200 SDR 21	



OWNER/CLIENT

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

ENGINEER/LANDSCAPE ARCHITECT

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0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20

SHEET NAME

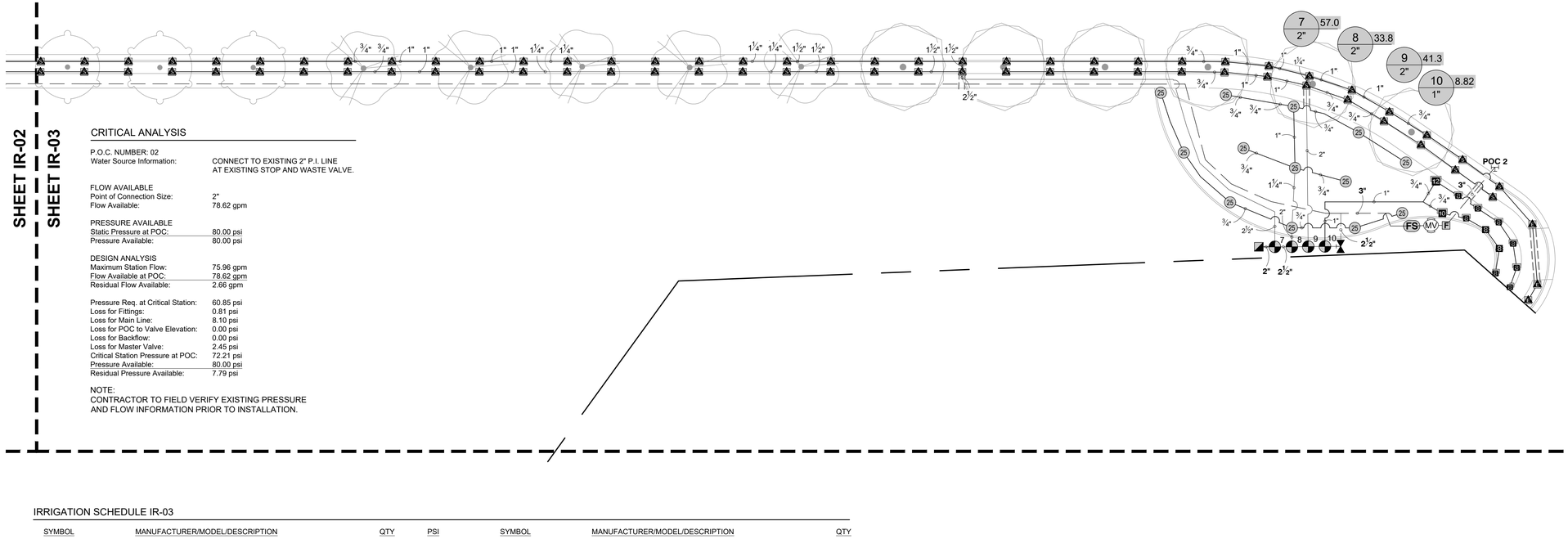
IRRIGATION PLAN

SHEET NUMBER

IR-02

SHEET IR-02

SHEET IR-03



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CRITICAL ANALYSIS

P.O.C. NUMBER: 02
Water Source Information: CONNECT TO EXISTING 2" P.I. LINE AT EXISTING STOP AND WASTE VALVE.

FLOW AVAILABLE
Point of Connection Size: 2"
Flow Available: 78.62 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 80.00 psi
Pressure Available: 80.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 75.96 gpm
Flow Available at POC: 78.62 gpm
Residual Flow Available: 2.66 gpm

Pressure Req. at Critical Station: 60.85 psi
Loss for Fittings: 0.81 psi
Loss for Main Line: 8.10 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Loss for Master Valve: 2.45 psi
Critical Station Pressure at POC: 72.21 psi
Pressure Available: 80.00 psi
Residual Pressure Available: 7.79 psi

NOTE:
CONTRACTOR TO FIELD VERIFY EXISTING PRESSURE AND FLOW INFORMATION PRIOR TO INSTALLATION.

IRRIGATION SCHEDULE IR-03

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
ES LCS RCS CS SS	HUNTER PROS-04 5' STRIP SPRAY TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	73	40
Q T H F	HUNTER PROS-04 8' RADIUS TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	8	40
Q T H F	HUNTER PROS-04 10' RADIUS TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	1	40
Q T H TT TQ F	HUNTER PROS-04 12' RADIUS TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	1	40
4 6 8 10 12 15 17	HUNTER PROS-04 ADJUSTABLE ARC TURF SPRAY, 4.0" POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	2	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	RADIUS
25	HUNTER I-20-04-MPR-SS TURF ROTOR, 4.0" POP-UP. ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. MPR NOZZLE.	13	55	23'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G-FS DRIP VALVE DRIP CONTROL ZONE. 1" ICV GLOBE VALVE WITH 1" RAIN BIRD PRF-100-RBY FILTER. PRESSURE REGULATION: 40PSI. FLOW RANGE: .5 GPM TO 15 GPM. 150 MESH STAINLESS STEEL SCREEN.	1
	AREA TO RECEIVE DRIPLINE NETAFIM TLDL-04-18 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE. 0.4 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. SURFACE AND SUB SURFACE INSTALLATIONS. UV RESISTANT.	417 S.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G-FS 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.	4
	HUNTER HQ-44LRC QUICK COUPLER VALVE, YELLOW RUBBER LOCKING COVER, RED BRASS AND STAINLESS STEEL, WITH 1" NPT INLET, 2-PIECE BODY. PROVIDE 1 KEY.	1
	WATTS FULL PORT BALL VALVE BRASS BALL VALVE, SIZE PER MAINLINE	1
MV	HUNTER ICV-G-FS 2" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.	1
FS	HUNTER HFS-208 FLOW SENSOR FOR USE WITH ACC CONTROLLER, 2" SCHEDULE 80 SENSOR BODY, 24 VAC, 2 AMP.	1
F	AMIAD 2-T-S-PERFORATED SCREEN AMIAD 2" T-SUPER SEMI-AUTOMATIC BRUSHAWAY PLASTIC FILTER, PERFORATED SCREEN, ENGINEERED-PLASTIC MATERIAL, MAXIMUM WORKING PRESSURE 145PSI. INSTALL IN CARSON BROOKS 3636-18 VALVE BOX BELOW GROUND.	1
POC 2	POINT OF CONNECTION 2" CONNECT TO EXISTING 2" P.I. LINE AT EXISTING STOP AND WASTE VALVE.	1
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 USE PVC SCHEDULE 40 FITTINGS.	
	IRRIGATION MAINLINE: PVC SCHEDULE 40 USE PVC SCHEDULE 80 FITTINGS.	
	PIPE SLEEVE: PVC CLASS 200 SDR 21	

Valve Callout
Valve Number
Valve Flow
Valve Size

OWNER/CLIENT

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

ENGINEER/LANDSCAPE ARCHITECT

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ATLAS DRIVE AND ADONIS DRIVE
HIGHLAND, UTAH

SEAL/STAMP OF APPROVAL

LICENSED LANDSCAPE ARCHITECT
LARS DONALD ANDERSON
No. 9519-5301
07-25-2012
ELECTRONIC SEAL
STATE OF UTAH

PIC: LDA
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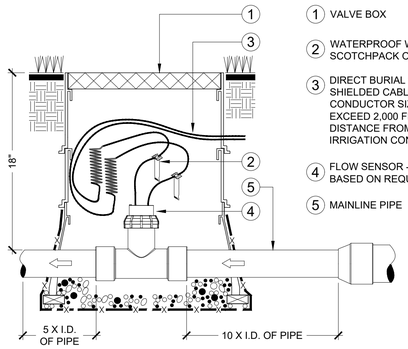
0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20

SHEET NAME

IRRIGATION PLAN

SHEET NUMBER

IR-03

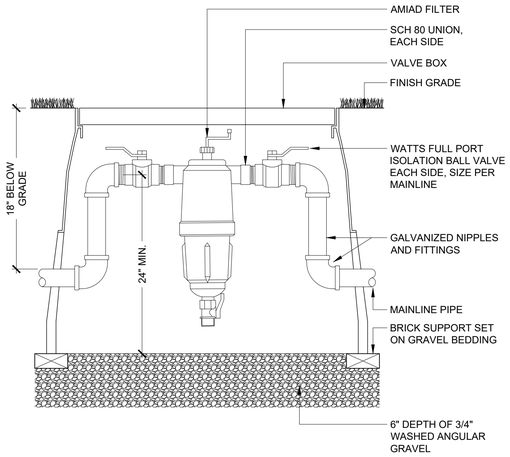


1. VALVE BOX
2. WATERPROOF WIRE SPLICE, 3M SCOTCHPACK OR EQUIVALENT.
3. DIRECT BURIAL 1 PAIR, TWISTED SHIELDED CABLE—MINIMUM CONDUCTOR SIZE 20 AWG. DO NOT EXCEED 2,000 FEET IN LAYING DISTANCE FROM FLOW SENSOR TO IRRIGATION CONTROLLER
4. FLOW SENSOR - SIZE FLOW SENSOR BASED ON REQUIRED G.P.M.
5. MAINLINE PIPE

MINIMUM UPSTREAM AND DOWNSTREAM DISTANCES BETWEEN ANY VALVE OR FITTING AND THE FLOW SENSOR

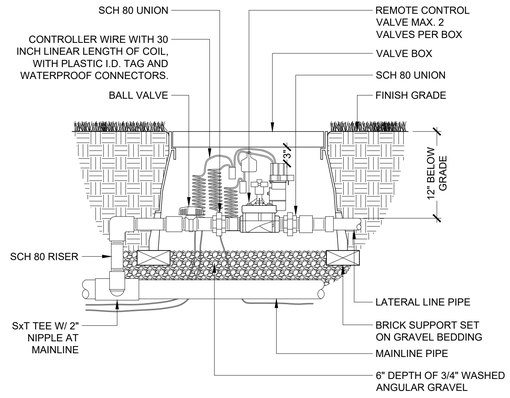
1 FLOW SENSOR

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



2 IRRIGATION FILTER

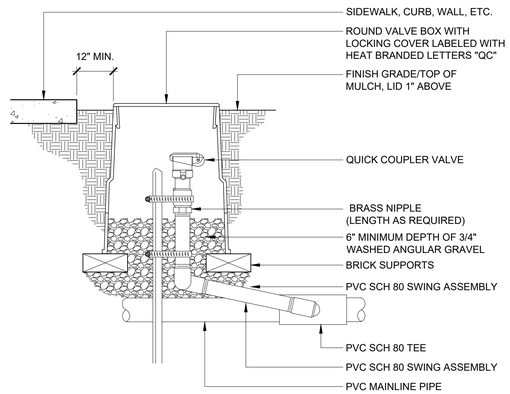
1 1/2" = 1'-0" P-PU18020-IRRI-18



3 REMOTE CONTROL VALVE

1 1/2" = 1'-0" P-PU18020-IRRI-14

NOTES:
1. FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE.



4 QUICK COUPLER VALVE

1 1/2" = 1'-0" P-PU18020-IRRI-13

NOTES:
1. GROUP VALVES TOGETHER & PROVIDE ONE (1) SHUTOFF VALVE, LINE SIZE PER GROUP

5 VALVE MANIFOLD

3" = 1'-0" P-PU18020-IRRI-15

6 ISOLATION VALVE

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

NOTES:
1. MAIN LINE SHALL BE PLACED AT A DEPTH OF 24" BELOW ANY PAVED SURFACE.
2. MAINLINE AND LATERAL PIPE UNDER ANY PAVED SURFACE SHALL BE SLEEVED WITH A PIPE THAT IS TWO PIPE SIZES LARGER THAN THE IRRIGATION LINE.
3. ALL CONTROL WIRES UNDER ANY PAVED SURFACE SHALL BE PLACED IN CONDUIT.

7 PIPE TRENCH SECTION

1 1/2" = 1'-0" P-PU18020-IRRI-16

NOTES:
1. 1 CU. FT. OF CONC. PER INCH OF MAINLINE SIZE REQUIRED AT ALL CHANGE OF DIRECTION AND SIZE AS INDICATED ABOVE.

8 THRUST BLOCKING

NTS P-PU18020-IRRI-17

NOTES:
1. INSTALL 2" AWAY FROM HARDSCAPES.

9 ROTOR HEAD

3" = 1'-0" P-PU18020-IRRI-11

NOTES:
1. INSTALL 2" AWAY FROM HARDSCAPES.

10 TURF POP-UP SPRAY HEAD

3" = 1'-0" P-PU18020-IRRI-12

OWNER/CLIENT

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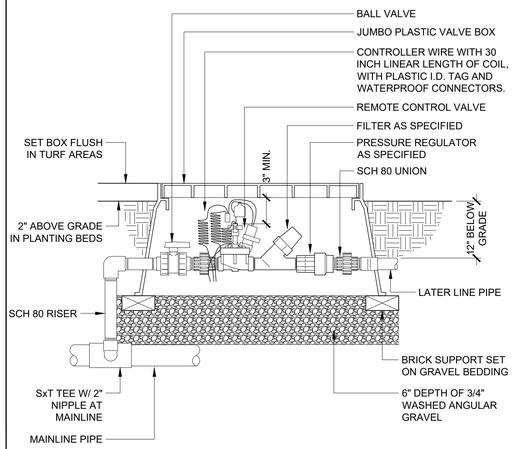
SHEET NAME

IRRIGATION DETAILS

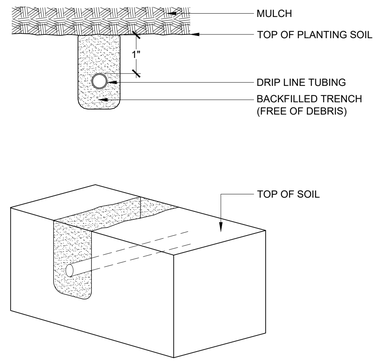
SHEET NUMBER

IR-04



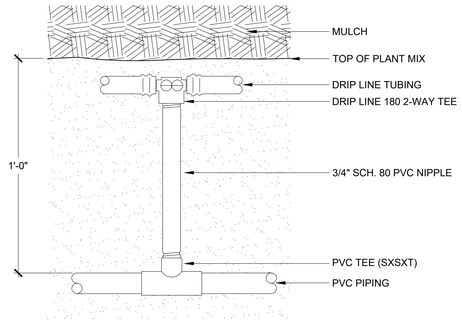
1 DRIP CONTROL VALVE

1 1/2" = 1'-0" P-PU18020-IRRI-03



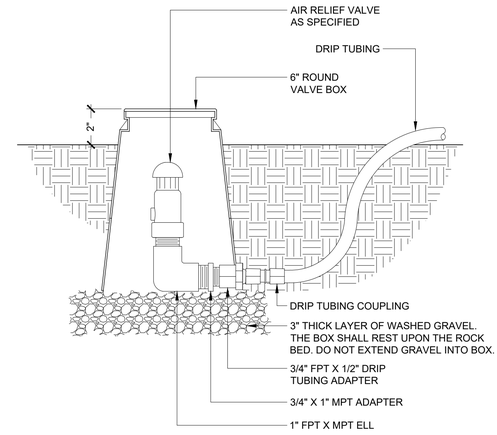
2 DRIP LINE TRENCH

1 1/2" = 1'-0" P-PU18020-IRRI-06



3 DRIP LINE CONNECTION

3" = 1'-0" P-PU18020-IRRI-05



4 DRIP AIR RELIEF VALVE

3" = 1'-0" P-PU18020-IRRI-02

NOTES:

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

5 DRIP FLUSH VALVE

1 1/2" = 1'-0" P-PU18020-IRRI-04

6 DRIP LINE END FEED

1 1/2" = 1'-0" P-PU18020-IRRI-07

7 DRIP LINE CENTER FEED

1 1/2" = 1'-0" P-PU18020-IRRI-08

8 DRIP LINE TRIANGULAR AREA

1 1/2" = 1'-0" P-PU18020-IRRI-09

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SHEET NAME

IRRIGATION DETAILS

SHEET NUMBER

IR-05

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #9

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Bahr, Finance Director

SUBJECT: **PUBLIC HEARING & RESOLUTION:** FY2022 Final Budget Adjustments (Amended)

TYPE: **LEGISLATIVE:** The Council will be acting in a legislative capacity to consider adjustments to the fiscal year 2021-2022 budget

PURPOSE:
The City Council will consider amended final adjustments to the FY 2021-2022 Budget. The Council will take appropriate action.

BACKGROUND:
The City is required to keep expenditures within budget. As the Council is aware, accurately forecasting all revenue, expenditures and needs of the community is difficult; therefore, budget adjustments are generally necessary to comply with State requirements.

The FY2021-2022 budget was adopted in June 2021 and Council approved mid-year adjustments in January, early this year.

In March, the Council approved a number of items funding road patching projects in FY2022 and work has been completed as directed. On June 21, 2022, the Council approved adjustments to the FY2021-2022 budget and staff has determined that the road patching projects funding was not included in the budget adjustments. The adjustment entails an increase of $625,000 for a total budget of $1,625,000 in 56-40-70 (Road Fee Projects, Utility Transportation Fund). The source of funds for this adjustment is fund balance from road fee revenue saved in prior years. This adjustment is highlighted in the attachment, which includes the other budget adjustments approved by the Council on June 21.

As per State Code governing budget adoption and amendments, the City's legal counsel has confirmed that this additional budget adjustment must be considered in a public hearing. However, it was able to be scheduled after the close of the fiscal year as the Utility Transportation Fund was established as an enterprise fund.

Consistent with Council's approval on June 21, the attached resolution provides that any amount in the General Fund Balance in excess of thirty-five percent (35%) of the

estimated revenues be transferred to the Highland City Capital Roads Fund, Capital Park Fund or Capital Building Fund as specified in Utah Code Annotated section 10-6-116.

FISCAL IMPACT:
The adjustments noted above and in the attachment make use of prior year savings as well as building permit revenue received in FY2022.

RECOMMENDATION:
Staff recommends that Council hold a public hearing and approve the resolution adopting the amended final adjustments to the FY2021-2022 budget.

PROPOSED MOTION:
I move that City Council approve the resolution adopting the amended final adjustments to the FY2021-2022 budget.

ATTACHMENTS:
1. Resolution
2. Proposed FY2021-2022 Budget Adjustments (Amended)

A RESOLUTION OF THE HIGHLAND CITY COUNCIL, HIGHLAND CITY, UTAH, AMENDING THE FISCAL YEAR 2021-2022 CITY BUDGET

WHEREAS, Utah Law allows for the amendment of the budgets of municipalities to reflect changes in revenues and expenditures and to make transfers between departments to meet the best interests of the municipality; and

WHEREAS, Highland City has complied with the notice and public hearing requirements of the Utah Law in considering an amendment of its 2021-2022 fiscal year budgets; and

WHEREAS, the City Council of Highland City has determined that an amendment to its fiscal year 2021-2022 budget is in the best interest of Highland City and its residents and in order for the budget to match the actual revenues and expenditures of the City.

NOW THEREFORE, IT IS HEREBY RESOLVED that the amended Highland City Budget as attached hereto, for the 2021-2022 fiscal year of Highland City, Utah are hereby adopted. In addition, any amount in the General Fund previous year's Fund Balance in excess of thirty-five percent (35%) of the estimated revenues shall be transferred to the Highland City Capital Roads Fund, Capital Park Fund or Capital Building Fund as specified in Utah Code Annotated section 10-6-116.

ADOPTED AND RESOLVED by the City Council of Highland City, Utah, this 5th day of July, 2022.

HIGHLAND CITY, UTAH

_____
Kurt Ostler
Mayor

ATTEST:

_____
Stephannie Cottle
City Recorder

COUNCILMEMBER	YES	NO
Timothy A. Ball	□	□
Brittney P. Bills	□	□
Sarah Petersen	□	□
Kim Rodela	□	□
Scott L. Smith	□	□

Attachment 2

Highland City
Final Budget Adjustments (Amended)
Fiscal Year 2021-2022

Account Number	Account Name	Fund	Revenue or Expense?	One-time or Ongoing	Approved Budget	Recommended Change	Proposed Budget	Description
10-41-61	Misc. Supplies & Expenses	GENERAL FUND	Expenditure	One-time	20,000	48,800	68,800	Road Access Agreement w/ Rocky Mtn Power (Meier's) - $43,800 Additional $5K for unplanned Council projects including radar speed trailer, resident fence, consulting analyses
10-42-74	Capital Outlay-Equipment	GENERAL FUND	Expenditure	One-time	-	7,500	7,500	Court AV update - state mandated; total estimated cost $15K, $7,500 recommended is net of grant
10-42-75	Internal Service IT Expense	GENERAL FUND	Expenditure	Ongoing	1,220	525	1,745	Microsoft licensing
10-43-82	Internal Service IT Expense	GENERAL FUND	Expenditure	Ongoing	9,090	2,937	12,027	Microsoft licensing
10-58-74	Capital Outlay-Equipment	GENERAL FUND	Expenditure	One-time	-	41,000	41,000	Building inspector vehicle
10-58-75	Internal Service IT Expense	GENERAL FUND	Expenditure	Ongoing	1,030	525	1,555	Microsoft licensing
10-60-73	Capital Outlay-Improvements	GENERAL FUND	Expenditure	One-time	34,000	3,431	37,431	10200 North per Millhaven Development Agreement Amendment #1
10-60-76	Internal Service IT Expense	GENERAL FUND	Expenditure	Ongoing	1,030	420	1,450	Microsoft licensing
10-70-76	Internal Service IT Expense	GENERAL FUND	Expenditure	Ongoing	710	210	920	Microsoft licensing
10-72-70	Internal Service IT Expense	GENERAL FUND	Expenditure	Ongoing	670	420	1,090	Microsoft licensing
10-73-70	Internal Service IT Expense	GENERAL FUND	Expenditure	Ongoing	300	105	405	Microsoft licensing
10-90-90	Transfer to Capital Imp Fund	GENERAL FUND	Expenditure	One-time	605,000	6,000	611,000	Transfer for improvements to Community Center
20-43-75	Internal Service IT Expense	Highland Open Space SSD	Expenditure	Ongoing	740	105	845	Microsoft licensing
21-43-75	Internal Service IT Expense	Cemetery Perpetual Fund	Expenditure	Ongoing	700	105	805	Microsoft licensing
22-43-75	Internal Service IT Expense	Library Fund	Expenditure	Ongoing	11,850	3,566	15,416	Microsoft licensing
40-40-73	Spring Creek Park Construction	CAPITAL IMPROVEMENT FUND-PARKS	Expenditure	One-time	-	19,587	19,587	Spring Creek retainage (5%) paid at the end of warranty period and replacement of dead trees
40-40-75	Park Equipment	CAPITAL IMPROVEMENT FUND-PARKS	Expenditure	One-time	-	149,634	149,634	Highland Glen playground
41-40-61	East/West Corridor	CAP IMP FUND ROAD PROJECTS	Expenditure	One-time	-	503,000	503,000	Reimbursement to County, offest by $527K rec'd in MAG Grant Corridor Preservation (41-33-60)
41-40-70	Capital Road Projects	CAP IMP FUND ROAD PROJECTS	Expenditure	One-time	-	1,406,059	1,406,059	Millhaven reimbursement for Hollows, prior Council approval
44-40-70	Exaction Fee Reimbursed to Dev	Town Center Exaction fee Cap	Expenditure	One-time	-	62,141	62,141	Reimburse developers' participation in infrastructure improvements
52-40-85	Internal Service IT Expense	SEWER FUND	Expenditure	Ongoing	1,150	420	1,570	Microsoft licensing
53-40-85	Internal Service IT Expense	PRESSURIZED IRRIGATION FUND	Expenditure	Ongoing	1,240	525	1,765	Microsoft licensing
54-40-85	Internal Service IT Expense	STORM SEWER FUND	Expenditure	Ongoing	810	210	1,020	Microsoft licensing
55-40-86	Internal Service IT Expense	CULINARY WATER FUND	Expenditure	Ongoing	1,460	525	1,985	Microsoft licensing
56-40-70	Road Fee Projects	UTILITY TRANSPORTATION	Expenditure	One-time	1,000,000	625,000	1,625,000	Spring 2022 road patching project, previously authorized by Council

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #10

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Remnant Parcels

TYPE: **LEGISLATIVE:** All proposed amendments to the Development Code shall be submitted first to the Planning Commission for a recommendation, which recommendation shall be submitted to the City Council for consideration. The review and approval of a text amendment is a legislative action.

PURPOSE:

The City Council will hold a public hearing to consider a request by Highland City Staff to amend Chapter 5 Subdivisions relating to remnant parcels. The City Council will take appropriate action.

BACKGROUND:

A remnant parcel is a tract of land that is capable of further subdivision but is not proposed to be developed as part of the Preliminary Plat. Recently, a subdivision was approved that did not take under account the impact the proposed lots had on the remnant parcel. The City's goal is to provide reasonable road and utility access to all properties in Highland.

The proposed amendment was briefly presented to the City Council on May 17th, 2022 as a communication item. No objections nor concerns were raised.

SUMMARY OF THE REQUEST:

1. The proposed amendment requires that a Preliminary Plat include all of the property within the lots or parcels proposed to be subdivided that are owned by or under common ownership or control of or with the subdivider.

2. For all subdivisions currently, Preliminary Plat approval is valid for one (1) year from the date of approval. The proposed amendment includes a specific expiration for phased developments:

   "For phased developments, a Preliminary Plat approval shall be valid for five years from the date of approval so long as a Final Plat for at least one phase of

the subdivision is submitted and applied for within one year after Preliminary Plat approval."

CITIZEN PARTICIPATION:

Notice of the public hearing to be held at the Planning Commission meeting was published in the Daily Herald on June 18, 2022 and posted on the state and city websites June 16, 2022.

Notice of the public hearing to be held at City Council was published in the Daily Herald on June 25th, 2022 and posted on the state and city websites June 23rd, 2022. No comments have been received.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on June 28th, 2022. There was no public comment on the proposed amendment. The Planning Commission recommended **APPROVAL** of the proposed text amendment. The vote was 6-0.

ANALYSIS:

- Remnant parcels must have a plan as part of the Preliminary Plat for the City to ensure appropriate infrastructure is planned for. Phasing in developments still allows developers to leave a remnant parcel in a final subdivision plat, as long as there is an approved Preliminary Plat that is not expired.

- The wording in Section 5-8-101 Subdivision Layout in Exhibit A had an error when it was presented to the Planning Commission. This was recognized during the meeting, and it was understood by the Planning Commission that it would be addressed before the amendment was reviewed by the City Council. The correct wording is reflected in Exhibit A of the attached ordinance.

FINDINGS:

The proposed amendment appears to meet the following findings:

- The amendment is consistent with the goal outlined in the General Plan "to ensure that all necessary public services and uses are provided to meet future needs."

RECOMMENDATION AND PROPOSED MOTIONS:

Staff recommends that the City Council hold a public hearing and accept the findings and **APPROVE** the proposed amendment.

I move that the City Council accept the findings and **ADOPT** the ordinance approving the proposed amendment to Chapter 5 Subdivisions relating to remnant parcels.

ALTERNATIVE MOTION:

I move that the City Council **DENY** case TA-22-03 a request for a text amendment to

Chapter 5 Subdivisions 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. Ordinance

ATTACHMENT 1:

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING CHAPTER 5 SUBDIVISIONS RELATING TO REMNANT PARCELS AS SHOWN IN FILENAME TA-22-03.

WHEREAS, all due and proper notices of public hearings and public meetings on this Ordinance held before the Highland City Planning Commission (the "Commission") and the Highland City Council (the "City Council") were given in the time, form, substance and manner provided by Utah Code Section 10-9a-205; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on June 28, 2022 and

WHEREAS, the City Council held a public hearing on this Ordinance on July 5, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE Highland City Council as follows:

SECTION 1: **ADOPTION** Several sections of the Development Code relating to remnant parcels is hereby amended as shown on "Exhibit A" attached hereto and incorporated herein.

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from July 5, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, July 5, 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	☐	☐

Exhibit A

5-4-205 Required Conditions And Improvements

The following requirements shall be imposed as a condition of approval of a minor subdivision:

1. Not more than three lots ~~parcels~~ shall be created in the minor subdivision, and the lots created shall encompass all of the property being subdivided.

2. The area to be subdivided shall be immediately adjacent to existing streets and utilities and shall not involve or require, as determined by the Zoning Administrator, the extension of any such streets or utilities.

3. The minor subdivision shall conform to the general character of the surrounding area.

4. Lots created shall not adversely affect ~~the remainder of the parcel or~~ adjoining property and shall conform to the applicable provisions of the Zoning Code.

5. Utility easements shall be dedicated.

6. Any redevelopment of the minor subdivision or any lot created therein ~~further Lot Splits~~ shall ~~to~~ be processed under the Major Subdivision Process.

5-4-308 Effect Of Approval Of The Preliminary Plat

1. The approval or approval with conditions of the Preliminary Plat shall be authorization for the subdivider to proceed with the preparation of the Final Plat.

2. The Preliminary Plat approval shall be valid for one year from the date of approval.

~~2.~~3. For phased developments, a Preliminary Plat approval shall be valid for five years from the date of approval so long as a Final Plat for at least one phase of the subdivision is submitted and applied for within one year after Preliminary Plat approval.

~~3.~~4. Preliminary Plat approval may, upon written application to the Council by the subdivider and payment of an application fee, be extended for an additional one (1) year if, in the opinion of the Council, there is no change in conditions within or adjoining the preliminary plat which would warrant a revision of the original preliminary plat and the applicant demonstrates to the commission that substantial effort is being applied to create a final plat.

~~4.~~5. Preliminary Plat approval shall in no way relieve the subdivider of his responsibility to comply with all required conditions and ordinances, and to provide the improvements and easements necessary to meet all City standards.

5-8-101 Subdivision Layout

1. The subdivision layout shall conform to the official General Plan and all applicable Zoning Regulations.

2. Where trees, groves, waterways, scenic points, historic spots, other City assets and landmarks, environmentally sensitive areas such as wetlands, or other features or land subject to state, federal, or other special regulation, as determined by the City, are located within a proposed

subdivision, the subdivider shall identify and provide means to preserve these features as part of the proposed subdivision.

3. Whenever a tract to be subdivided adjoins or embraces any part of an existing or proposed street so designated on the major street plan, such part of the public way shall be platted and dedicated, and improved by the subdivider in the location and at the width specified.

~~a.~~4. The subdivision layout shall include as part of the Preliminary Plat include all of the property within the lots or parcels proposed to be subdivided that are owned by or under common ownership or control of or with the subdivider. The subdivision layout shall not propose a remnant parcel unless the subdivider provides a road and utility plan as part of the Preliminary Plat that adequately provides for the future development of the remnant parcel or the remnant parcel is restricted from development by easement, deed, or dedication. A remnant parcel is a tract of land that is capable of further subdivision but is not proposed to be developed as part of the Preliminary Plat.

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #11

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Fractional Numbers

TYPE: **LEGISLATIVE:** All proposed amendments to the Development Code shall be submitted first to the Planning Commission for a recommendation, which recommendation shall be submitted to the City Council for consideration. The review and approval of a text amendment is a legislative action.

PURPOSE:

The City Council will hold a public hearing to consider a request by Highland City Staff to amend Section 3-4103 Area and Width Requirements to address a discrepancy in the Development Code relating to number of lots in a subdivision. The City Council will take appropriate action.

BACKGROUND:

In the supplementary regulations applicable to all zones, Section 3-613 Fractional Numbers states "Any computation or measurement resulting in a fractional number shall be rounded down to the next smaller whole number."

In the R-1-40 zone, when determining the number of lots can be in a subdivision, it states that "any computation or measurement resulting in a fractional number shall be rounded to the nearest whole number."

When there is a discrepancy like this in Code, Staff follows the stricter standard. As a result, the number of lots in subdivisions has been determined by rounding down.

The proposed amendment was briefly presented to the City Council on May 17th, 2022 as a communication item. No objections nor concerns were raised.

SUMMARY OF THE REQUEST:

1. The proposed amendment to Section 3-4103 Area and Width Requirements in the R-1-40 zone is consistent with the stricter standard to round *down* when determining the number of lots in a subdivision.

CITIZEN PARTICIPATION:

Notice of the public hearing to be held at the Planning Commission meeting was published in the Daily Herald on June 18, 2022 and posted on the state and city websites June 16, 2022.

Notice of the public hearing to be held at City Council was published in the Daily Herald on June 25th, 2022 and posted on the state and city websites June 23rd, 2022. No comments have been received. No comments have been received.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on June 28th, 2022. There was no public comment on the proposed amendment. The Planning Commission discussed that rounding down when determining the number of lots guarantees that the subdivision complies with the zone's density requirements. The Planning Commission recommended **APPROVAL** of the proposed text amendment to round *down* when determining the number of lots. The vote was 6-0.

ANALYSIS:

- A text amendment is needed to eliminate the discrepancy in code regarding determining the number of lots.

FINDINGS:

The proposed amendment appears to meet the following findings:

- The amendment is needed to eliminate a discrepancy in code regarding to determining the number of lots in a subdivision.

RECOMMENDATION AND PROPOSED MOTIONS:

Staff recommends that the City Council accept the findings and recommend one of the following solutions to the discrepancy relating to fractional numbers. The Planning Commission recommends the City Council approve of the amendment to round *down*.

Round Down

If the City Council decides that when determining the number of lots, fractional number should be rounded down, a motion would be:

> I move that the City Council accept the findings and **ADOPT** the ordinance approving the proposed amendment to Section 3-4103 Area and Width Requirements.

Round to Nearest Whole Number for Lots Only

If the City Council decides that when determining number of lots, fractional numbers should be rounded to the nearest whole number, an alternative motion would be:

I move that the City Council **ADOPT** an ordinance to amendment Section 3-613 Fractional Numbers to add an exception for determining number of lots.

Round to Nearest Whole Number for All Computations
If the City Council decides that in all computations or measurements resulting in a fractional number should be rounded to the nearest whole number, an alternative motion would be:

I move that the City Council **ADOPT** an ordinance to amend Section 3-613 Fractional Numbers to round to the nearest whole number for all computations or measurements resulting in a fractional number.

ALTERNATIVE MOTION:

I move that the City Council **DENY** case TA-22-05 a request for a text amendment to Sections 3-4103 Area and Width Requirements relating to fractional numbers 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. Ordinance

ATTACHMENT 1:

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING SECTION 3-4103 AREA AND WIDTH REQUIREMENTS RELATING TO FRACTIONAL NUMBERS AS SHOWN IN FILENAME TA-22-05.

WHEREAS, all due and proper notices of public hearings and public meetings on this Ordinance held before the Highland City Planning Commission (the "Commission") and the Highland City Council (the "City Council") were given in the time, form, substance and manner provided by Utah Code Section 10-9a-205; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on June 28, 2022 and

WHEREAS, the City Council held a public hearing on this Ordinance on July 5, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE Highland City Council as follows:

SECTION 1: **ADOPTION** Section 3-4103 Area and Width Requirements of the Development Code relating to fractional numbers is hereby amended as shown on "Exhibit A" attached hereto and incorporated herein.

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from July 5, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, July 5, 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	☐	☐

Exhibit A

3-4103 Area And Width Requirements

1. The maximum number of lots to be permitted on a subdivided property is determined by dividing the total square footage, less any area used as an existing prescriptive easement or roadway, by 40,000 square feet. Churches and other public buildings and grounds shall not be used in calculating the number of allowable lots. Lots in the R-1-40 Zone may not be smaller than 20,000 square feet with not more than 25% of the lots being 30,000 square feet or less. In determining number of lots, ~~and any computation or measurement resulting in~~ a fractional number shall be rounded down to the nearest whole number. Area and width requirements of a building lot in the R-1-40 Zone shall be as follows:

Use	Minimum Lot Area	Minimum Width at Setback Line
One-family dwelling	20,000 Square Feet	130 feet

2. Subdividing an existing lot in a subdivision for the purposes of this section, the density requirement is calculated using the number of lots that would have been permitted under the original plat of the subdivision. If a subdivision was platted with less than the maximum number of lots, an existing lot may be further subdivided if both lots meet all the requirements of the Development Code.

(Amended: 6/16/98, 6/5/01, 1/15/02)

AGENDA

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #12

DATE: July 5, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Lot/Parcel Combinations

TYPE: **LEGISLATIVE:** All proposed amendments to the Development Code shall be submitted first to the Planning Commission for a recommendation, which recommendation shall be submitted to the City Council for consideration. The review and approval of a text amendment is a legislative action.

PURPOSE:

The City Council will hold a public hearing to consider a request by Highland City Staff to amend Article 5-10 Adjusting Property Boundaries: Amending A Recorded Plat relating to the combining of lots or parcels. The City Council will take appropriate action.

BACKGROUND:

In the 2022 Utah Legislative Update, HB303 gave municipalities the option to exclude the combining of lots from required subdivision/plat amendments.

The proposed amendment was briefly presented to the City Council on May 17th, 2022 as a communication item. No objections nor concerns were raised.

SUMMARY OF THE REQUEST:

1. The proposed amendment removes lot combinations from the definition of a plat amendment and defines a "combination" is the joining of two or more adjacent lots and/or parcels under common ownership in a way that reduces the number of lots and/or parcels.
2. The proposed amendment adds Section 5-10-104 Lot or Parcel Combination to Article 5-10. The following is a summary of this section:
    a. An application is required.
    b. The Zoning Administrator acts as the land use authority. The application is subject to the Zoning Administrator's review and approval.
    c. After a lot or parcel combination is approved by staff, the applicant shall record a Notice of Approval and shall provide the Zoning Administrator with a recorded copy.

d. Lot or parcel combinations do not modify any existing easements, public right-of-way, nor any requirement to comply with all zoning and other land use regulations.

CITIZEN PARTICIPATION:
Notice of the public hearing to be held at the Planning Commission meeting was published in the Daily Herald on June 18, 2022 and posted on the state and city websites June 16, 2022.

Notice of the public hearing to be held at City Council was published in the Daily Herald on June 25th, 2022 and posted on the state and city websites June 23rd, 2022. No comments have been received.

PLANNING COMMISSION ACTION:
The Planning Commission held a public hearing on June 28th, 2022. There was no public comment on the proposed amendment. The Planning Commissioners discussed the fact that any combination of lots or parcels is lowering density. The Planning Commission recommended **APPROVAL** of the proposed text amendment. The vote was 6-0.

ANALYSIS:
- The purpose of this amendment is to simplify the process of combining lots with open space that property owners purchased from the City.
- The combining of lots or parcels creates larger lots and lowers density. Lot combinations also do not require any additional public improvements.

FINDINGS:
The proposed amendment appears to meet the following findings:
- The amendment is consistent with State Code.

RECOMMENDATION AND PROPOSED MOTIONS:
Staff recommends that the City Council hold a public hearing, accept the findings, and **APPROVE** the proposed amendment.

I move that the City Council accept the findings and **ADOPT** the ordinance approving the proposed amendment to Article 5-10 Adjusting Property Boundaries; Amending A Recorded Plat relating to the combining of lots or parcels.

ALTERNATIVE MOTION:
I move that the City Council **DENY** case TA-22-06 a request for a text amendment to Article 5-10 Adjusting Property Boundaries; Amending A Recorded Plat relating to the combining of lots or parcels based on the following findings: (The City 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. Ordinance

ATTACHMENT 1:

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING ARTICLE 5-10 ADJUSTING PROPERTY BOUNDARIES; AMENDING A RECORDED PLAT RELATING TO THE COMBINING OF LOTS OR PARCELS AS SHOWN IN FILENAME TA-22-06.

WHEREAS, all due and proper notices of public hearings and public meetings on this Ordinance held before the Highland City Planning Commission (the "Commission") and the Highland City Council (the "City Council") were given in the time, form, substance and manner provided by Utah Code Section 10-9a-205; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on June 28, 2022 and

WHEREAS, the City Council held a public hearing on this Ordinance on July 5, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE Highland City Council as follows:

SECTION 1: **ADOPTION** Several sections of the Development Code relating to lot and parcel combinations are hereby amended as shown on "Exhibit A" attached hereto and incorporated herein.

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from July 5, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, July 5, 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	☐	☐

Exhibit A

5-10-101 Purpose And Definitions

The purpose of this article is to provide the process for adjusting. altering. m· amending the recorded property descriptions of parcels. lots. and subdivision plats within Highland City. These regulations are intended to ensure that such changes comply with applicable zoning. subdivision, and other requirements of Highland City and state law. Where there is a conflict between the procedures set forth herein and state law. state law controls. As used herein:

1. "Lot" means a tract of land. regardless of any label. that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder, and a "lot line adjustment" means an adjustment of boundaries between a lot and other lots or parcels. Lot line adjustments require a plat amendment.
2. "Parcel" means any real property that is not a lot, and a "parcel boundary adjustment" means an adjustment of parcels that are not a lot. Parcel boundary adjustments do not require a plat amendment.
3. A "plat amendment" means any change or alteration to a recorded plat. The change may be a relocation ~~or elimination~~ of a property line within the plat (lot line adjustment), a change in notations or lot numbers on the plat, a change or removal of a condition, note, or other restriction described on the plat, a change of the title or name of the plat, or any other change that affects the rights of one or more lot owners. ~~The~~ A combination ~~combining~~ of lots does not require a subdivision plat amendment. Plat amendments require the approval of each affected property owner and the City Council.

~~3.~~4.A "combination" means the joining of two or more adjacent lots and/or parcels under common ownership in a way that reduces the number of lots and/or parcels.

~~4.~~5.None of the processes described in this article may be used to create an additional lot, parcel, or other type of subdivision. Creation of an additional lot or parcel requires compliance with the subdivision process.

HISTORY

Amended by Ord. O-2021-16 on 7/6/2021

5-10-102 Parcel Boundary Adjustment

1. Owners of parcels desiring to adjust the boundaries of their parcels~~, including eliminating a common property line between two or more abutting parcels~~, shall follow the procedures set forth in Utah Code § 10-9a-523 and § 10-9a-524 and shall execute and record such agreements and deeds as are required by state law. No City review or approval is required so long as the proposed parcel boundary adjustment does not:
    a. Create a new lot (requires subdivision process);
    b. Involve a lot (requires lot line adjustment and plat amendment); or
    c. Involve any parcels with dwelling units (requires City approval).
2. Application Required. A parcel boundary adjustment that involves any parcel with a dwelling unit shall be submitted to the City for review and approval. Application for a parcel boundary adjustment shall be made by the property owner or a duly authorized agent and a filing fee shall be charged and collected at the time of application submittal on forms obtained from the Zoning Administrator with any additional information deemed necessary to understand the application.
3. Standards. Parcel owners may adjust property lines between adjacent parcels by exchanging title to portions of those parcels by quit claim deed or boundary line agreement after approval if:

a. No new lot or housing unit results from the property line adjustment;
b. The property line adjustment does not result in remnant land that did not previously exist; and
c. The adjustment does not result in violation of applicable Development Code requirements.

4. Zoning Administrator Review.
   a. The Zoning Administrator shall act as the land use authority and review all the documents to determine if they are complete and that they comply with the requirements set forth above.
   b. If the Zoning Administrator determines that documents are complete and the requested property line adjustment complies with the standards set forth above, the Zoning Administrator shall approve the application.
   c. If the Zoning Administrator determines that the requested property line adjustment does not comply with the standards set forth above, the Zoning Administrator shall deny the application. If the Zoning Administrator denies the application, the Zoning Administer shall describe the specific deficiencies or additional information that is required to approve the application and state that, upon correction of the deficiencies, the application will be approved.
   d. The Zoning Administrator shall complete their review of the application within 14 days after the day on which the applicant submits the application and shall notify the applicant in writing regarding the decision.
   e. The applicant may appeal the Zoning Administrator's decision to the City Council.
5. Conveyance of Title. After approval, the applicant shall:
   a. Prepare a Notice of Approval which:
      i. Contains an acknowledgment signed by each party executing the Notice as required by State law for real property;
      ii. Recites the description of both the original parcels and the parcels created by the property line adjustment; and
      iii. Is executed by each owner included in the exchange and the Zoning Administrator.
   b. Record a deed(s) or boundary line agreement which conveys title as approved; and
   c. Record the Notice of Approval; and
   d. Provide the Zoning Administrator with a recorded copy of the Notice of Approval.
6. A parcel boundary adjustment does not constitute a land use or zoning approval, unless expressly approved as such by the City. Documents recorded as part of a parcel boundary adjustment do not modify any existing easement or public right of way, nor do they waive or modify any requirement to comply with all zoning and other land use regulations.

HISTORY
Amended by Ord. O-2021-16 on 7/6/2021

5-10-104 Lot or Parcel Combination

1. Application Required. A lot or parcel combination shall be submitted to the City for review and approval. Application for a lot or parcel combination shall be made by the property owner or a duly authorized agent and a filing fee shall be charged and collected at the time of application submittal on forms obtained from the Zoning Administrator with any additional information deemed necessary to understand the application.
2. Zoning Administrator Review.
   a. The Zoning Administrator shall act as the land use authority and review all the documents to determine if they are complete, ~~and~~ that they and the new lots or parcels created by the combination comply with all ~~the~~ requirements set forth in the Development Code, and the

application does not seek to create any new lot or parcel, affect any property not owned by the applicant, or alter an existing plat of record in a way that requires a plat amendment.

b. If the Zoning Administrator determines that documents are complete and the requested property line elimination complies with the standards set forth above, the Zoning Administrator shall approve the application.

c. If the Zoning Administrator determines that the requested property line elimination does not comply with the standards set forth above, the Zoning Administrator shall deny the application. If the Zoning Administrator denies the application, the Zoning Administer shall describe the specific deficiencies or additional information that is required to approve the application and state that, upon correction of the deficiencies, the application will be approved.

d. The Zoning Administrator shall complete their review of the application within 14 days after the day on which the applicant submits the application and shall notify the applicant in writing regarding the decision.

e. The applicant may appeal the Zoning Administrator's decision to the City Council.

3. Recording. After approval, the applicant shall:

a. Prepare a Notice of Approval which:

i. Contains an acknowledgment signed by the party executing the Notice as required by State law for real property; and

ii. Recites the description of both the original parcels and the lot or parcel created by the lot or parcel combination; and

iii. Is executed by the owner and the Zoning Administrator.

b. Record the Notice of Approval; and

c. Provide the Zoning Administrator with a recorded copy of the Notice of Approval.

4. A lot or parcel combination does not constitute a land use or zoning approval, unless expressly approved as such by the City. Documents recorded as part of a lot or parcel combination do not modify any existing easement or public right of way, nor do they waive or modify any requirement to comply with all zoning and other land use regulations.