NEXT

HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, July 19, 2022

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

VIRTUAL PARTICIPATION

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

Email comments prior to meeting: council@highlandcity.org

6:00 PM WORK SESSION - VIEW POINTE

7:00 PM REGULAR SESSION

Call to Order – Mayor Kurt Ostler
Invocation – Council Member Timothy A. Ball
Flag Ceremony – Highland Troop 20

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. **Fling Preview** – *Miranda Doman, Civic Events Director*
The City Council will be presented with a brief overview of the events planned for the Highland Fling 2022.

3. CONSENT ITEMS *(5 minutes)*

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

a. **Approval of Meeting Minutes** *Administrative – Stephannie Cottle, City Recorder*
Regular City Council Meeting – May 17, 2022 and City Council Work Session – June 6, 2022

4. PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT – HOME OCCUPATIONS *Legislative – Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend Section 3-614 Home Occupations to allow for a home occupation in every residential unit. The City Council will take appropriate action.

5. PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT – RETAINING WALLS *Legislative – Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend Section 3-612 Fences, Retaining Walls, Theme and Screen Walls relating to daylight basements and window wells. The City Council take appropriate action.

6. **PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT – SETBACK ENCROACHMENT** *Legislative – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend Sections 3-4104, 3-4204, and 3-4254 Location Requirements relating to encroachments into setbacks for main dwellings in residential zones. The City Council will take appropriate action.

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

8. **ACTION: REVISED ENCROACHMENT POLICY AND MAINTENANCE AGREEMENT** *Legislative – Rob Patterson, City Attorney*
The City Council will continue its consideration of policies regarding existing and future encroachment by residents onto city-owned property. The City Council will also consider modifications to the standard Maintenance Agreement that allows residents to improve and maintain private landscaping on city-owned property to ensure the Agreement conforms to the Encroachment Policy. The Council will take appropriate action.

9. **RESOLUTION: ADOPTION OF THE DESIGNATION OF DISPOSABLE PROPERTIES** *Legislative – Kellie Smith, Planner & GIS Analyst*
The City Council will review and discuss the open space requests that were deferred on November 9th, 2021. The City Council will also consider the adoption of a resolution designating specific parcels of public real property as orphan parcels that may be disposed of. The Council will take appropriate action.

10. **ACTION: CONTRACTOR SELECTION FOR COUNCIL CHAMBER AV UPGRADE** *Administrative – Erin Wells, Assistant City Administrator*
The City Council will select a vendor for the AV upgrade in the City Council chambers.

11. **AGREEMENT: MEMORANDUM OF UNDERSTANDING - HEAT PROGRAM** *Administrative – Candice Linford, Treasurer & Business Licensing Official and Tyler Bahr, Finance Director*
The City Council will consider participation in the State's HEAT program. The Council will take appropriate action.

12. **MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS**
The City Council may discuss and receive updates on City events, projects, and issues from the Mayor, City Council members, and city staff. Topics discussed will be informational only. No final action will be taken on communication items.

    a. **Draft Trail Maintenance Plan** – *Andy Spencer, City Engineer/Public Works Director*

b. **General Fund Financial Sustainability and Capital Facility Plan** – *Nathan Crane, City Administrator/Community Development Director*

c. **Park Impact Fees** – *Tyler Bahr, Finance Director*

d. **Commercial Fire Sprinkler Requirements** – *Brian Patten, Fire Chief*

e. **FY23 Expenditures** – *Tyler Bahr, Finance Director*

f. **Sales Tax Review** – *Tyler Bahr, Finance Director*

g. **Mountain Ridge Park Donor Recognition Wall** – *Nathan Crane, City Administrator/Community Development Director*

h. **Future Meetings**
- July 26, Planning Commission Meeting, 7:00 pm, City Hall
- August 2, City Council Meeting, 7:00 pm, City Hall
- August 10, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
- August 16, City Council Meeting, 7:00 pm, City Hall
- August 23, Planning Commission Meeting, 7:00 pm, City Hall

13. CLOSED SESSION

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

ADJOURNMENT

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

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

CERTIFICATE OF POSTING
I, Stephannie Cottle, the duly appointed City Recorder, certify that the foregoing agenda was posted at the principal office of the public body, on the Utah State website (http://pmn.utah.gov), and on Highland City's website (www.highlandcity.org).

Please note the order of agenda items are subject to change in order to accommodate the needs of the City Council, staff and the public.

Posted and dated this agenda on the 14th of July, 2022 **Stephannie Cottle, City Recorder**

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	Pending determination of open space fee
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
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		Working with neighbors who 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	Reporting back to Council on status of Cedar Hills approval and grant July 19.
Discount for low-income on utility bills	Tyler Bahr	Summer 2022	July 19 Council agenda item
Adding surcharge for credit card fees	Tyler Bahr	Summer 2022	Approved with fee schedule. Staff finalizing legalities and process.

Dry Creek Trail Work	Jeff Murdoch	Summer 2022	Forrest service type trail nearly complete.

HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, May 17, 2022
Waiting Formal Approval

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

VIRTUAL PARTICIPATION
YouTube Live: http://bit.ly/HC-youtube
Email comments prior to meeting: council@highlandcity.org

6:00 PM WORK SESSION: UTILITY RATE STUDY AND GARBAGE RATES

The meeting was called to order by Mayor Pro Tem Brittney P. Bills as a work session at 6:09 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

PRESIDING:	Mayor Pro Tem Brittney P. Bills
COUNCIL MEMBERS PRESENT:	Timothy A. Ball, Sarah D. Petersen, Kim Rodela, Scott L. Smith
CITY STAFF PRESENT:	City Administrator/Community Development Director Nathan Crane, City Attorney Rob Patterson, City Engineer Andy Spencer, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Fire Chief Brian Patten
OTHERS PRESENT:	Jon Hart, Fred Philpot

UTILITY RATE STUDY: Fred Philpot of Lewis Young Robertson & Burningham (LYRB) used the aid of a PowerPoint presentation to summarize the findings of the 2021 utility rate study and proposed updates to the utility fund financial plan for water, sewer, storm, and pressurized irrigation. Key policies of the financial plan are to ensure sufficient revenue to make each utility self-sustaining, provide sufficient cash reserves, and ensure a proper debt coverage ratio. Rates are reviewed every five years with these policies in mind. There was a recommendation to increase rates in 2021 for the water fund to mitigate a dip in fund balance; this was a 30 percent increase to base and usage fees. For 2022, an increase is recommended for all utilities to respond to increased capital costs. The recommendations are to increase water rates by 45 percent, sewer rates by 40 percent, storm rates by 40 percent, and pressurized irrigation by 20 percent.

Council Member Scott L. Smith arrived 6:12 pm.

Council Member Smith asked if the rate increases are based upon long range capital planning, to which Mr. Philpot answered yes. He added that one reason that the increase for pressurized irrigation is so much lower than the other utilities is that he understood the City will be receiving some state funding to aid in the purchase and installation of pressurized irrigation meters.

Mr. Philpot then presented a chart illustrating the proposed increases in dollar amounts; the total proposed rate increase for all base utilities is $16 and consumptive increases will vary by customer.

Council Member Bills inquired as to the process other cities follow to update their utility fees. Mr. Philpot indicated many other cities use the same process and most are dealing with the same challenges as Highland City due to drastic inflation. Council Member Bills asked if enterprise funds are automatically adjusted for inflation. Mr. Philpot stated that can only occur if there is a rate mechanism in place that accounts for inflation; Ogden City has established a policy that includes a blended inflation adjustment based upon the calculation of the municipal cost index and construction cost index. If inflation is found, Ogden's rates can be automatically adjusted each year. Council Member Bills stated it may make sense to directly connect utility rates to an index that adjusts based upon inflation. Mr. Philpot stated that he would recommend a policy that addresses that matter.

High level discussion among the Council, Mr. Philpot, and City staff centered on different costs that have been impacted by inflation and the amount of inflation the City can realistically absorb without increasing utility rates. Mr. Philpot emphasized that the Council's current policy dictates a defined number of days of cash on hand to cover operating expenses; if that cash reserve falls below a certain level, a review and analysis of utility rates is triggered. Philosophical discussion centered on whether a policy allowing for an automatic adjustment is appropriate; Council Member Smith indicated he would like to discuss that matter further in a future work session meeting to determine if a policy is appropriate. At this point he is not comfortable with an automatic annual increase based upon the consumer price index.

GARBAGE RATES: Assistant City Administrator Wells provided an overview of garbage collection operations, including revenues generated by can fees, expenses, and the City's can count. She also presented historical budget information associated garbage: total revenue in Fiscal Year (FY) 2021 was $1,022,850 with revenues of $958,262 for a net revenue of $64,588. The budgeted revenue for FY 2022 is $990,000 with budgeted expenses of $997,038 for a net loss of $7,038. However, actual revenues/expenses are tracking at $1,002,538 and $1,003,308, respectively; net loss $770. FY 2023 budget changes are related to a 7.2 percent annual household growth, $1.00 per ton increase for Northpoint, and 11.1 percent increase being charged by Waste Management based upon the consumer price index (CPI). She then presented a chart illustrating can cost impacts:

	Total Can Cost to City	Current Rate	Deficit
First Garbage	$10.75	$9.61	($1.14)
Second Garbage	$7.49	$6.76	($0.73)
Recycling	$7.18	$6.27	($0.91)

If garbage rates are not adjusted, the City will be subsidizing this deficit in FY 2023, at a projected cost of $129,128. If rates are increased to cover expenses, each household could pay an additional $2.79 per month. If rates are increased to provide net revenue as a buffer for unforeseen costs, each household could pay an additional $3.91 per month.

Council Member Rodela arrived at 6:45 p.m.

Discussion among the Council and staff centered on the justification for Waste Management's increase and various terms in the City's contract with Waste Management; the Council offered support for adjusting per-can rates to a level that will allow the City to break even. Ms. Wells indicated she will update the budget document that will be presented to the Council in June to reflect the direction of the Council.

Council Member Bills asked that the Council discuss an urgent item that was not included on tonight's agenda. She noted the City Code indicates that the Mayor Pro-Tem shall have all the same powers and duties as the Mayor during an absence or disability; any day designated as a holiday by the Mayor shall be observed. In her capacity as the Mayor Pro-Tem at this time, she would like to issue an official proclamation written by her daughter earlier today. The proclamation reads as follows:

> WHEREAS, all cows are black and white
> WHEREAS, TV before 1953 was also black and white
> WHEREAS, in the year 1953, Sir Edmund Hillary was the first to summit Mount Everest
> WHEREAS, Sir Edmund Hillary was from New Zealand
> WHEREAS, New Zealand has more sheep than humans
> WHEREAS, sheep have rectangular pupils
> WHEREAS, rectangles have 4 sides
> WHEREAS, 4 is the smallest non-prime number
> WHEREAS, Optimus Prime is a transformer
> WHEREAS, the first Transformers movie premiered in 1984
> WHEREAS, in 1984 Ronald Reagan proclaimed National Ice Cream Day
> WHEREAS, Ice cream is made from milk
> WHEREAS, milk is produced by cows
> WHEREAS, cows are black and white
>
> The evidence hereby presented does call this city to action, to establish our own Ice Cream Day.
>
> FURTHERMORE, the first printed ice cream advertisement was published in May of 1777.
>
> WHEREAS, each American Citizen consumes on average 22 pounds of ice cream each year.
>
> The date of May 17, 2022 is the most statistically relevant day corresponding to the history of ice cream and is hereby declared Highland City Ice Cream Day.

City Administrator/Community Development Director Crane then refocused the discussion on the utility rate study; he presented the list of Capital Improvement Plan (CIP) projects that were considered throughout that study. Finance Director Bahr presented the list of CIP projects and invited Council feedback regarding changing the priority or status of any project included on the list. Public Works Director/City Engineer Spencer provided information about the urgency and scope of various projects included in the list.

Council Member Timothy A. Ball MOVED to adjourn the work session at 7:15 pm.

Council Member Kim Rodela SECONDED the motion.

All in favor, the motion passed unanimously.

7:15 PM REGULAR SESSION

Call to Order – Mayor Pro Tem Brittney P. Bills
Invocation – Council Member Sarah D. Petersen
Pledge of Allegiance – Council Member Timothy A. Ball

The meeting was called to order by Mayor Pro Tem Brittney P. Bills as a work session at 7:24 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Council Member Sarah D. Petersen and those in attendance were led in the Pledge of Allegiance by Council Member Timothy A. Ball.

PRESIDING:	Mayor Pro Tem Brittney P. Bills
COUNCIL MEMBERS PRESENT:	Timothy A. Ball, Sarah D. Petersen, Kim Rodela, Scott L. Smith
CITY STAFF PRESENT:	City Administrator/Community Development Director Nathan Crane, City Attorney Rob Patterson, City Engineer Andy Spencer, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Fire Chief Brian Patten, Police Chief Brian Gwilliam,
OTHERS PRESENT:	Jon Hart, Chris Sonntag, David Brazzeal, Perry Christensen, Susan Christensen, Wesley Warren, Robert Donigan, Ted Cannon, Jordan Winder, Kimberly Nearon, Haley Boardman, Danielle Rodriguez, Andrew Rodriguez, Nicole Largey, Tralaye Matthews, Brian Braithwaite, Jeremiah Webb

1. UNSCHEDULED PUBLIC APPEARANCES

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

Haley Boardman stated she lives on Country Club Drive near the entrance to the Alpine Country Club; she is concerned about the amount of traffic on the road, especially increased traffic in the summer months. There have been very scary incidents and she and many other residents would like to try to improve safety on the road. She has spoken with the Police Department, and they have placed a temporary speed monitoring sign on the road. She has also spoken with the management of the golf course about encouraging their patrons to be aware of their driving habits on the residential streets. She has been told that the City Council is the only body with any authority to take action to improve safety on the road. She is here to plead with the Council to do what they can, and she noted that residents are willing to dedicate funding to help. She asked for an electronic speed sign or a speed hump or dip on the road.

Council Member Smith asked Ms. Boardman which traffic calming tool she would prefer. Ms. Boardman stated she would prefer a speed hump or a dip, but if that were not an option, she would like her side of the street to mirror the other side, which has two permanent electronic speed signs.

David Brazzeal stated he would like to discuss efforts to prevent graffiti in the community. He stated that the community could enlist an artist to paint a mural on a site that is commonly tagged with graffiti or host some type of art contest that would entail painting such an area.

Council Member Rodela stated she has also researched this issue and has spoken with staff about some of these same issues. She thanked Mr. Brazzeal for his comments and indicated she is hopeful that it will be possible to take positive action on this issue in the coming months.

Ted Cannon stated he is a traffic engineer, and he echoed the comments made by Ms. Boardman; he has reviewed the Highland City General Plan and its transportation element, which is 14 years old and needs to be updated. He has found that Country Club Drive has been identified as a local subdivision street, but the width actually exceeds the standards width for a local subdivision street. This could be contributed to speeding on the road and possible traffic calming measures include speed bumps, re-striping/painting the road, chicanes, flashing speed limit signs, or narrowing intersections. He asked that the City review the design of the road and ensure it is properly classified.

Council Member Rodela asked Mr. Cannon's opinion on which traffic calming measure would be most effective. Mr. Cannon stated that chicanes are the least common and known but are likely the most effective. A chicane is created by adding features that require one or two different movements by a vehicle. The most budget conscious, however, would be to re-stripe and paint the roadway.

Andrew Rodriguez also echoed the comments by Ms. Boardman and Mr. Cannon; he stated he would be willing to contribute financially to any project that would help to improve the safety of the roadway.

Danielle Rodriquez also echoed the comments made about traffic on Country Club Drive; she added that it is important to increase awareness of the dangers of distracted driving and she would like the City to consider a project that is similar to other traffic calming projects that have been completed closer to the Country Club entrance. She hopes that the City will not wait until something tragic happens on the road before taking action.

Nicole Largey also offered her support for the comments and recommendations made regarding Country Club Drive.

Council Member Ball asked if the City's liability would be increased if it completed a project to make the road less navigable. City Attorney Patterson added that such a project would not dramatically increase the City's risk as long as any project conforms with appropriate traffic engineering designs.

City staff displayed a map of Country Club Drive and surrounding streets; Mr. Cannon reapproached and identified areas that are most dangerous on the street and highlighted areas in which physical obstacles could be placed to calm traffic on the road. Council Member Bills stated that the City has been discussing this road in recent months and one option for addressing this road and other problematic roads in the City would be to implement a policy that would allow a neighborhood to apply for a traffic calming project in which they would participate financially; additionally, the Council will be considering later this evening whether to proceed with an update to the General Plan.

Public Works Director/City Engineer Spencer stated that the tentative budget has funding for a traffic calming program.

Mr. Cannon stated that he feels that improving the safety of roads should be completed via community efforts, but the City does have a vital role in these projects.

Council Member Peterson stated she would like to discuss short- and long-term solutions as soon as possible. Council Member Bills agreed; the Council can not make a decision on a policy tonight but can ask staff to further research the issue in preparation for a policy discussion in a future meeting.

2. CONSENT ITEMS *(5 minutes)*

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

a. Approval of Meeting Minutes *Administrative – Stephannie Cottle, City Recorder*
City Council Work Session – March 22, 2022 and City Council Work Session and Regular City Council Meeting – March 29, 2022

b. Construction Contract: Highland Glen Park Trail Improvements *Administrative – Andy Spencer, Public Works Director/City Engineer*
Review and action regarding entering a construction contract with Earth Services LLC to begin construction on Highland Glen Park Trail Improvement project. The Council will take appropriate action.

Council Member Scott L. Smith MOVED that the Highland City Council approve the meeting minutes from the Work Session on March 22, 2022 and the Work Session and Regular City Council Meeting on March 29, 2022 without any amendments; and, consent item 2b Construction Contract for Highland Glen Park Trail Improvements.

Council Member Timothy A. Ball SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

3. PUBLIC HEARING: FY2022-2023 (FY2023) TENTATIVE BUDGET

Legislative – Tyler Bahr, Finance Director
The City Council will consider the FY2023 tentative budget. The Council will take appropriate action.

Council Member Smith stated that the staff report for this item indicates that the City's population has grown by 7.2 percent, but property tax revenue has only grown by 4.1 percent. He inquired as to the reason for that difference and indicated he believes it is because not all new housing units to house the increased population have been constructed yet. Finance Director Bahr stated that there are issues with timing; property taxes are based upon the number of dwelling units as of January 1 of each year. Council Member Smith asked if that means the property tax revenue in the budget for the Fiscal Year (FY) ending June 30, 2023 is dependent upon the number of dwelling units as of January 1, 2022, to which Mr. Bahr answered yes.

Mr. Bahr then used the aid of a PowerPoint presentation to highlight changes that have been made to the tentative budget since the Council's last review and discussion of the document.

- ARPA – transfer of $1,134,657 in ARPA funding from the General Fund to the Parks Capital Fund for construction of Mountain Ridge Park

- Building revenue – transfer of $537,895 from the General Fund to the Building Capital Fund, which represents estimated building permit revenue of $900K less building-related expenses of $362,105
- Unbudgeted items – inclusion of $445,200 in General Fund items that were previously excluded from the budget, along with $1,318,000 in other funds; a list of these items is attached to this report ("Items for Consideration in FY23 Budget")
- Elections – additional expense of $35,000 to be set aside in a separate fund in anticipation of biannual election each at an estimated cost of $70,000

Following the changes above, net General Fund revenue is estimated to be approximately $555,000, which is attributed to revenue generated through building permit fees and the transfer from the Cemetery Perpetual Fund. These revenues are short-term, meaning that they are not recurring and are anticipated to decrease significantly in future years. The Council should decide how to allocate these funds, whether in a transfer to a capital fund or to another one-time, non-recurring purpose. The tentative budget projects no ongoing net revenue over ongoing expenditures in the General Fund.

Council Member Smith asked where the election funding is located within the budget. Mr. Bahr stated that it will be located in its own fund – not part of the General Fund or a reserve fund. He then briefly focused on the adjustments in the budget based upon past Council discussions regarding the City's public safety fee.

- The Lone Peak Public Safety District Board adopted its FY2023 budget on May 11, 2022.
- Based on feedback from the Council during the April 19 work session and regular council meeting, the tentative budget includes a $212,000 increase in revenue generated by increasing the monthly public safety fee from $11.50 to$15.25.
- This increase is necessary as the City's assessments to fund Lone Peak Public Safety District are increasing by $675K to $4,939,654 to address salary and benefit cost increases for the Police and Fire departments.
- The public safety fee increase represents 31 percent of the additional revenue needed to fund the increase in assessments – the remainder will come from other General Fund sources (i.e., projected sales tax increase).

Mr. Bahr then presented a chart including items for consideration that have been included in the General Fund based upon the Council's prioritization of previously unfunded items. He concluded that staff recommends the Council approve the tentative budget and set a time and place for a public hearing and adoption of a final budget. Administration also needs direction from the Council regarding finalization of items for consideration to be included in the budget, direction regarding the public safety fee, and direction regarding the use of the $555,000 in net General Fund revenue.

Council Member Smith asked if the $55,000 in net revenue was generated by building permits, to which Mr. Bahr answered no. Council Member Smith wondered if the City needs to draw a better correlation between those revenues and expenditures; he noted he is concerned about appropriating building funds in a way that is not allowed due to recent adoption of State legislation governing building revenues. Mr. Bahr stated that the City will continue to monitor recommendations from the State Auditor's office regarding that matter, but the Council can provide direction to Administration to use those funds differently than what is proposed in the tentative budget.

Council Member Peterson stated that after the last City Council meeting, she heard from several residents who indicated they would like to raise the Public Safety Fee higher based upon some feedback provided by Brian Braithwaite in that meeting. She found it interesting that residents took the time to reach out to her to provide that input.

Mayor Pro Tem Brittney P. Bills opened the public hearing at 8:07 pm.

Brian Braithwaite stated that 66 percent of the City's budget is related to public safety and every year the costs associated with providing public safety service are increasing. There is no provision in the State's property tax law to allow for automatic adjustment for inflation, yet each City is dealing with increased employee and equipment costs. Additionally, the City is struggling to fill the existing public safety positions. Transparency is important and residents have a clear understanding of the purpose of the public safety fee and the manner in which the revenues are used. If the increases to provide public safety service are charged to the City's General Fund, every other part of the City pays the cost. He emphasized the importance of transparency and noted that while it is hard to increase the public safety fee, it is necessary as it will make it possible for the City to maintain the integrity of the fee.

Council Member Smith stated he understands Mr. Braithwaite's thinking, but all utility fees need to be increased for a total increase of $16 per month; if the City also increases the public safety fee, residents will experience a yearly increase of $325. He stated he has many constituents who are on limited incomes and they call him frequently. It is necessary for the Council to consider the public safety fee in the context of all other increases. There are some in the City whose property taxes are lower than others. Mr. Braithwaite stated he recognizes that; residents should pay for what they use and it would be good for the residents to engage in discussion regarding the level of service they expect and what they are willing to pay for. There may be other fees that can be decreased upon careful examination of levels of service for different services the City provides. Council Member Smith stated that he is simply stating that it is difficult to increase fees when there is a budget surplus that could be used to cover a gap in a certain area of the City. Mr. Braithwaite stated that is a fine theory, but it eliminates transparency; the public safety fee should be at a level sufficient to pay for the service that is provided. The same should be true for all utilities in the City.

Tralaye Matthews referenced population growth in the community and the number of new homes that have been or are being built; that growth has an impact on public safety service, and she wondered why those new residences has not resulted in an increase in public safety revenue sufficient to cover the cost of providing service.

Mayor Pro Tem Bills asked Mr. Bahr to respond to Ms. Matthews' questions. Mr. Bahr stated the Lone Peak Public Safety District (LPPSD) serves both Highland and Alpine cities and is funded primary by assessments to each city based upon the number of residences. Therefore, the assessment is directly tied to growth. Mayor Pro Tem Bills added that the public safety fee increase the Council is currently considering is directly tied to the difficulty the District has had in recruiting and retaining quality public safety officials in the current political climate. Ms. Matthews stated she understands that; however, residents are dealing with increased costs for all goods and services and there does not seem to be an end in sight for that inflation; a $325 increase this year may not be too difficult for residents to accept, but she wondered if it would continue to increase at a similar rate year after year. Mayor Pro Tem Bills stated that Highland City has not raised taxes since 2008 and that has contributed to the current situation.

Wesley Warren asked if it is the City government's role to shield residents from the fallout of inflation and increases in various consumer indexes. He noted that Mr. Braithwaite was recommending passing realistic costs on to residents and that does not seem unreasonable to him; he does not expect a grocery store to keep their costs the same if the cost of goods and operating is increasing and he feels the same about the City.

Mayor Pro Tem Bills stated that protecting residents from risk is what the City does.

Mayor Pro Tem Brittney P. Bills closed the public hearing at 8:22 p.m.

Mayor Pro Tem Bills stated that given that the Council only received final information regarding certain utility rates tonight, she feels it would be helpful to have a work session meeting to discuss those issues and the budget as a whole. She polled the Council to determine what concerns they have about the budget and suggested that an action on the tentative budget be based upon a need to get answers to questions before a final budget is presented to the Council.

Council Member Peterson stated that she would like to have a work session as well and noted that she agrees with the residents who have recommended increasing the public safety fee for the purpose of ensuring transparency of that fee. She stated that she does not feel it is prudent for public safety to account for over 60 percent of the City's total budget and she would be more comfortable with 50 percent.

Council Member Smith stated that he will vote to adopt the tentative budget to comply with State law. He then noted that it is true that people have a great understanding of the purpose of utility fees, and they seem to understand when it is necessary to increase those fees. He is comfortable with a minimal increase to the public safety fee, but he is very concerned about how a larger increase will impact residents of the City. He is mostly concerned about increasing the fee in a year when the City has surplus monies available. He feels that as elected representatives, the Council should be providing a cushion for residents against decisions that are made on the national level, and he thinks the City has done a good job of that in the past. Relative to other budget issues, he would like to have more discussion about building fees and how revenues are being allocated.

Mayor Pro Tem Bills stated she watched the meeting in which the public safety fee was initially enacted and asked Council Member Smith if he would have done anything different looking back at that time. Council Member Smith stated that the fee was enacted in 2019 and the initial proposal was for the fee to be $12.57 per month; there were two Council Members who did not want the fee to be higher than $10, while the other two wanted the fee to be $12.57 and he made the motion to consider an $11.50 fee as a compromise. Now, the proposal is to double that amount to increase the fee to $23 per month.

Mayor Pro Tem Bills asked Council Member Smith if he needs additional information in preparation for a work session regarding the budget. Council Member Smith stated that he would like to see a list of projects in a format that provides information regarding the urgency/importance of each project. This would be helpful to the Council in ranking and prioritizing the projects. He also asked staff to be prepared to discuss the possibility of eliminating the open space fee and relying upon budget surplus to replace the revenue of that fee.

Council Member Rodela indicated she would like to have further discussion of the public safety fee in the work session meeting; if Council Member Peterson recommends reducing the percentage of the total budget dedicated to public safety to 50 percent, the Council needs to be prepared to reduce certain costs associated with public safety.

Council Member Ball stated that if the budget increases overall and the 60 percent of the budget dedicated to public safety is maintained, revenue should increase as the budget increases. He wondered why there is a disproportionate increase in the public safety percentage of the budget. He stated his primary concern is public safety and every other service in the City is secondary. He then asked if there is a legal way to accommodate those on a fixed or limited income when it comes to fee increases. City Attorney Patterson answered yes; there could be a tiered fee schedule based upon factors determined by the Council; he would need to think about the matter further to determine how to implement such a schedule practically. Council Member Ball stated he would like to discuss that matter further in a work session. He then noted that he is supportive of increasing the City's general fund reserve to prepare for 'rainy days' in the future that he anticipates will be much worse than present day conditions. Council Member Smith asked if the City could employ a process to allow residents to apply for a hardship to have their fees or taxes decreased. He stated he specifically like to consider that for residents on a fixed income. Mr. Crane stated that in the past the Council has adopted a resolution to provide for fee decreases when a family member was serving abroad in the military. He cannot recall if anyone took advantage of that program. Council Member Peterson stated she would support something like that in the future; she sympathizes with residents who are struggling to keep pace with inflation. Council Member Smith asked staff to look into an optional program in preparation for the work session to discuss the budget.

Mr. Crane facilitated discussion among the Council regarding the timing of scheduling a work session meeting; Mayor Pro Tem Bills asked Mr. Crane to send a poll to the Council to determine what dates and times they are available to meet.

Council Member Kim Rodela MOVED that the City Council approve the FY2022-2023 tentative budget for Highland City and schedule a public hearing on Tuesday, June 21, 2022 at 7:00pm in Highland City Council Chambers to consider its adoption; and included is a work session to go over the tentative budget to be held at a date determined by staff.

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 Sarah D. Petersen	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion passed 5:0.

4. ACTION: MOUNTAIN RIDGE PARK PLAYGROUND VENDOR *Administrative – Erin Wells, Assistant City Administrator*

The City Council will select a vendor for the design and installation of the Mountain Ridge Park playground. The Council will take appropriate action.

Assistant City Administrator Wells explained for some time, the Council has contemplated building Mountain Ridge Park. The most recent designs for the park have included space for an approximately 30,000 square foot all-abilities playground that was allocated a total budget of $2 million. On March 29, Council saw presentations from six different playground vendors. Those vendors were narrowed to the top two finalists of Garret Parks and Play and Sonntag Recreation. Both Garret and Sonntag were given some revision instructions and asked to create a final design to present to the public. The two revised designs were presented to the public at large through the annual Open House, social media, email/text alerts, email to the Mountain Ridge listserv, newsletter, etc. The designs were also presented to a focus group of families whose member(s) of the family have special needs. In total, 196 people responded with 143 being from the general public and 53 from the special need's focus group. Staff tallied the responses received and based upon the feedback and the overall park design, recommends the Council select Sonntag Recreation as the vendor for the Playground. It is estimated that it will take up to six months to receive and install the equipment.

Council Member Smith stated that his only concern is whether the park will cater only to one group rather than to all children in the community. Council Member Rodela suggested that it may be possible to adjust the park so that it caters to children of all abilities and ages. Mr. Crane stated that he would suggest talking to a representative of Sonntag about that matter.

Council Member Peterson stated the Council has received emails over the past week from residents who asked that a splash pad or skate park be included at the Park; those amenities would cater to older children. Mr. Crane stated that if the Council wished to accommodate those requests, it would be necessary to remove a play field or make the playground smaller.

Chris Sonntag stated that anything can be changed at the park, but he noted he feels the current design caters to older kids as well as younger kids. The Quantis climbing feature is absolutely an element that caters to kids up to 16 years of age. Additionally, towers in the park have different climbing routes for kids of all abilities and sensory needs.

Council Member Rodela inquired as to the height of the slide. Jeremiah Webb stated the entry point is on a berm 18 feet off the ground; there is 22 feet from the top to the bottom of the slide. He added it is a very fast slide.

Mr. Sonntag added the park will be very visual; there are complex designs and various areas of play. If the Council wants to adjust the design to focus on other goals, that can be done.

Discussion then shifted to the need to ensure shaded areas so that it can be used throughout the summer months; Mr. Webb stated the shade structures are rated to withstand 150 mile per hour winds.

Mr. Sonntag then stated this will be the most inclusive playground in Utah County; he is very excited about the project and is confident it will provide something for all users. However, he can modify the design according to any direction from the Council.

Council Member Sarah D. Petersen MOVED that the City Council authorize staff to sign a contract with Sonntag Recreation for the all-abilities playground in Mountain Ridge Park, not to exceed $2,000,000.00

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 Sarah D. Petersen	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion passed 5:0.

Council Member Rodela inquired as to the timeline for the project. Mr. Sonntag stated that the delivery timeframe is approximately six weeks; there may be some items that are delivered sooner than that.

Council Member Rodela asked if residents can help install the elements of the playground; this will increase resident ownership and pride in the park. Mr. Sonntag answered yes; the project is very customized, but there are some smaller elements that can be installed using resident assistance.

Council Member Ball inquired as to the warranty of the elements in the playground. Mr. Sonntag stated that there is a 100-year warranty for the project, with the exception of plastic items, which have a 15 year warranty, and cables and shade fabrics, which have an eight year warranty.

Mayor Pro Tem Bills stated she would like to solicit further feedback from elementary school aged children; Council Members could take pictures of the design for the park to local schools to get their input. This would give the children some buy-in and generate excitement for the project.

Closing discussion among the Council centered on the name of the park; Council Member Smith stated he feels it would be best to wait to decide upon a name. It may be that the City receives a large donation for the park and naming rights could be associated with a certain donation level.

5. ACTION: CONCRETE RESTROOM BUILDING FOR MOUNTAIN RIDGE PARK *Administrative – Nathan Crane, AICP, City Administrator/Community Development Director*

The City Council will consider a request to approve the purchase contracts with CXT Precast Products, Inc. for a precast concrete restroom building at Mountain Ridge Park in the amount of $229,268 and authorize the Mayor or City Administrator and City Recorder to execute the necessary contract for the projects. The Council will take appropriate action.

City Administrator/Community Development Director Crane gave a brief introduction and invited Council feedback.

Council Member Rodela asked if it is possible to install motion activated lights and cameras on the restroom facility. She also asked if drinking fountains are included on the building and if it will remain open year-round. Mr. Crane answered yes to all of Council Member Rodela's questions.

Council Member Smith asked if there has been vandalism at the park in the past. Mr. Crane answered yes, but the design of this restroom is very vandalism proof. He added that it has eight individual lavatories, two of which are Americans with Disabilities Act (ADA) compliant.

Council Member Scott L. Smith MOVED that the City Council approve the contracts with CXT Precast Products Inc., for the purchase of four precast concrete restroom buildings for $229,608.

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 Sarah D. Petersen	*Yes*
Council Member Kim Rodela	*Yes*
Council Member Scott L. Smith	*Yes*

The motion passed 5:0.

6. ACTION/RESOLUTION: DECLARATION OF SURPLUS PROPERTY: BEACON HILLS PLAT H *Legislative – Kellie Smith, Planner/GIS Analyst*

The City Council will consider the disposal of 13,374 square feet of public property along the Highland City border in the Beacon Hills Plat H subdivision. The Council will take appropriate action.

Planner/GIS Analyst Smith in January 2022, the City Council directed staff to look at possible routes to connect the Highland City trail system to Alpine and Draper. On February 1, 2022, the City Council discussed and determined that the best option was to connect to Draper property through the Pressurized Irrigation (PI) pond property. The Council directed staff to pursue negotiations aimed at implementing the PI pond option. In order to have a public connection from Highland City property to Draper City property, the City worked with the property owner to the west, Alpine Joint Venture LTD, to negotiate a property swap. Alpine Joint Venture has agreed to trade a 20'-wide strip of property west of the PI pond in exchange for the City's 20'-wide strip of property south of the PI pond. Depending on the Council's decision, the City would be trading 13,374 square feet for 10,864 square feet to provide the public trail connection to the Hog Hollow trails. If the Council decides to advise staff to proceed with the disposal of the 13,374 square feet of open space property, there will be a public hearing and one additional resolution for the Council to consider at a future City Council meeting before it is approved as surplus.

Mayor Pro Tem Bills asked who will be notified of the proposal to declare the land as surplus in order to proceed with the land swap. Mr. Smith stated that the notice will be posted on the State's public notice website, the City website, and in three public places. The City will not provide personal notice to any individual resident. Mayor Pro Tem Bills stated she has not heard any negative feedback regarding the proposal. Ms. Smith stated she also has not heard any negative feedback, but the issue has not yet been publicly noticed.

Council Member Smith stated that the property to be disposed of was designated as open space; he asked if there were plans to improve the open space in any manner. Ms. Smith stated that most of the open spaces along the City's border were intended for future trail improvements, but for this area, there are some barriers to public access and trail connectivity. Council Member Smith asked if it is a true statement that the subject property could not be used to develop a new trail or trail connection. Ms. Smith answered yes. Council Member Smith asked if the City will be able to proceed with negotiations with Draper City to allow access to Hog Hollow. Mr. Crane stated Administration will continue to discuss the matter with Draper City, but at this point, they are supportive of the trail connection.

Mayor Pro Tem Bills invited public input.

Jordan Winder stated that he appreciates the City's swift action on this matter, but he has a few questions. First, he asked if the Council has considered how the parking lot near the pond and the planned trail connection will be utilized. He stated that the area already has a great deal of people who utilize the parking lot and there is noticeable wear and tear. Second, he asked if there may be any efforts on the City's part to address speeding and increased traffic congestion in the area.

Mayor Pro Tem Bills asked Mr. Winder if he had any expectations for the subject property when he purchased his home. Mr. Winder stated that he understood the property immediately north of his property was owned by the City. This led to brief discussion about options for addressing parking problems at the City property and whether it may be appropriate to charge a fee to park there.

Perry Christensen echoed Mr. Winder's comments about parking and speeding in the area. He then asked if the City has an understanding of the status of the Blue Bison project and assurance that the existing road will not connect to the Blue Bison development.

Mayor Pro Tem Bills stated that issue has been discussed at length by the Council; this matter arose due to the fact that the City did not want to pursue a connection to the Blue Bison project. City Attorney Patterson added that concrete barriers and fences have been erected to block motorized access to the Blue Bison parcel and to increase the visibility of the fact that the road is not a public right-of-way. Mayor Pro Tem Bills stated that patrol officers from Draper have been issuing tickets for trespassing on Blue Bison property; residents are advised to talk to City staff if they have concerns about these issues.

Council Member Smith stated that he does not feel there is any support in the City for a connection into the Blue Bison property; opening the trail will increase traffic in the area and he asked that staff consider the issue and provide recommendations for accommodating increased traffic and monitoring speeding problems. He does not want the area to become a tourist site. He would like to meet with residents and discuss their ideas for solving issues they have noticed. He noted there are similar concerns in other areas of the City, and it would be helpful for the City to have a general policy regarding these matters.

Council Member Kim Rodela MOVED that the City Council approve the Resolution to declare certain open space in the Beacon Hills Plat H subdivision, as shown in Exhibit A, surplus for the purpose of disposal.

Council Member Timothy A. Ball SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

7. 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. Council Committee Reports – *Central Utah 911 – Mayor Pro Tem Brittney P. Bills*

Mayor Pro Tem Bills discussed her participation with the Central Utah 911 Commission, and she provided a report of the budget, staffing, city assessment, calls for service from each city in the District, and proposals to increase dispatch fees.

b. Text Amendments – *Kellie Smith, Planner/GIS Analyst*

Planner/GIS Analyst reported on proposed text amendments that are being referred to the Planning Commission over the course of the next several meetings; this included text amendments regarding total number of lots in residential zones of the City, home occupations, remnant parcels, plat amendments, retaining walls, and setback encroachments. Relative to setback encroachments, she asked for Council input regarding whether they are comfortable allowing some elements of a home, such as accessory stairs or access points, to be located within a setback. The Council briefly discussed hypothetical situations that would be considered to be a setback encroachment and indicated they are comfortable with minor encroachments. Ms. Smith then noted these items will eventually be presented to the City Council for detailed discussion/action following a recommendation being made by the Planning Commission.

c. Survey Results – *Erin Wells, Assistant City Administrator*

Assistant City Administrator Wells indicated the survey results are not ready at this time and they will be presented to the Council at a future meeting.

d. Fireworks Restrictions – *Erin Wells, Assistant City Administrator*

Assistant City Administrator Wells explained State law provides regulations for locations where fireworks can be sold and areas in which firework bans are allowed. She presented the City's 2020 fireworks ban map and stated it will need to be updated to include new development and allow fireworks in the Ridgeview area. Fire Chief Patten added that he is comfortable with updates to the 2020 map as it complies with State law; the City will publish it to provide adequate notice to residents.

e. Tree Sale – *Andy Spencer*

Public Works Director/City Engineer Spencer stated the City has taken delivery of about 40 trees and staff is ready to accept volunteers to help plant the trees. The City will direct the planting location once volunteers have been recruited. He asked for feedback on the dates the Council would like the trees to be planted, but they should be planted within the next two weeks to a month to ensure they are planted before very hot temperatures settle in.

Council Member Rodela asked for a list of locations that staff has identified for the trees; the Council can use this to solicit volunteers from each respective area. Council Member Smith agreed; he will reach out to the neighborhoods in his district to enlist volunteers.

f. Draft Fund-Raising Brochure – *Nathan Crane, City Administrator/Community Development Director*

City Administrator/Community Development Director Crane distributed a draft of the fund-raising brochure and asked for feedback from the Council on appropriate amendments. The Council advised adjustments to font size and color. There was also brief discussion about the amount of funding that has been raised to date and the status of the creation of a fundraising website for City projects. They also discussed platforms through which donors can make a donation and the manner in which donors will be recognized for their support.

g. Future Meetings

- May 24, Planning Commission Meeting, 7:00 pm, City Hall
- June 7, City Council Meeting, 7:00 pm, City Hall
- June 8, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
- June 21, City Council Meeting, 7:00 pm, City Hall
- June 28, Planning Commission, 7:00 pm, City Hall

ADJOURNMENT

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

The meeting adjourned at 10:24 pm.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on May 17, 2022. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle
City Recorder

HIGHLAND CITY COUNCIL WORK SESSION MINUTES

Monday, June 6, 2022

Waiting Formal Approval

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

VIRTUAL PARTICIPATION
YouTube Live: http://bit.ly/HC-youtube
Email comments prior to meeting: council@highlandcity.org

7:00 PM WORK SESSION

Call to Order – Mayor Kurt Ostler

The meeting was called to order by Mayor Kurt Ostler as a work session at 7:08 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS PRESENT: Timothy A. Ball, Brittney P. Bills, Sarah D. Petersen (via phone), Kim Rodela, Scott L. Smith

CITY STAFF PRESENT: City Administrator/Community Development Director Nathan Crane, Assistant City Administrator Erin Wells, City Engineer Andy Spencer, City Attorney Rob Patterson, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Assistant Public Works Director Jeff Murdoch

OTHERS PRESENT: Jon Hart, Blake Leonelli, Brain Braithwaite, Juanita Jones, Helena Pockrus, Boyd Draper, Christian Mills, Don Rusika

1. DISCUSSION: BUDGET WORK SESSION

The City Council will discuss the FY 2023 Budget. This item is being presented for discussion only. No formal action will be taken.

Mayor Ostler stated the purpose of this meeting is for the Council to discuss the proposed budget for the 2023 Fiscal Year (FY) and give staff some guidance in advance of the June 21 business meeting during which action should be taken on the budget. There is a great deal of uncertainty across the nation due to inflation in costs, wage growth, and employment rates impacting all individuals.

Assistant City Administrator Wells provided an introduction to the discussion regarding garbage rates in the City; Administration has recommended adjustments to the City's contract for waste hauling services. These adjustments include a 3.6 percent increase based upon the consumer price index (CPI), no annual recycling adjustment, and extraordinary adjustments of 7.5 percent, for a total of 11.1 percent. She provided an overview of the reasoning behind the extraordinary increase:

- Labor costs/ shortages
  - 80,000 CDL drivers have left the profession
  - 70,000 new CDL job openings
  - 40% less CDL training opportunities with 20% of CDL schools closed
- Fuel increases – 60% in diesel and CNG
- Maintenance year over year increase – 29%
  - Rubber for tires – 44% increase
  - Base oils for lubricants – 50% increase
  - Resin for toter carts – over 50% since 2020
  - Steel pricing increase for vehicles and dumpsters – 200%

Ms. Wells then reviewed current garbage rates charged to residents and noted that if the City Council only wanted to break-even and cover actual costs of providing the service, a $2.79 monthly increase per household would be needed.

Council Member Smith stated that the Council had discussed a greater increase above the 'break-even' amount, and he asked why that was not included in Ms. Wells' presentation. Ms. Wells stated that was discussed, but Administration understood the direction from the Council was to consider the 'break-even' point because it will be necessary to raise other utility rates and the public safety fee. However, she presented two other options for increasing rates that would provide a net revenue buffer that could sustain the City for a few years. Mayor Ostler attempted to poll the Council to determine which rate increase level they are comfortable with. The Council engaged in discussion with Blake Leonelli, Waste Management, regarding supply chain shortages, inflation, and staffing issues that are impacting his business.

Council Member Smith stated he supports the 'break-even' option. All Council Members agreed with Council Member Smith. Ms. Wells stated she will include that recommendation in the budget document.

A resident then asked for permission to address the Council. Mayor Ostler allowed it.

Helena Pockrus asked if all residents will have their garbage rates increased by $2.79. Ms. Wells stated that increase will be for households with a first and second garbage can as well as a recycling can. If a resident only has one garbage can, their increase will be $1.14 per month and the cost for recycling cans will increase by $.91.

Boyd Draper asked if the rate increase is caused by growth or because of actual costs. Mayor Ostler stated that it is because of the increase in the number of cans collected in the City. Mr. Draper suggested that impact fees be charged to cover these increased costs. He then asked if Waste Management's contract has a provision for increasing rates to cover increased costs. Mayor Ostler answered yes. Mr. Draper suggested those requested increases be compared to the garbage hauling industry to determine if they are being competitive.

Ms. Wells noted that the reason for the increases is not completely due to growth; rather, it is due to increased costs. The City is being charged more per can than what it is charging each household, and if a rate increase is not approved, the City will be subsidizing the hauling services. Mr. Draper stated he understands that, but the increased population, which results in an increase in the number of cans the hauler is collecting, must have an impact on the cost of providing the service because more trucks, drivers, and fuel is needed. Mr. Leonelli argued the exact opposite is true; the more the cans, the lower the actual cost is to the City because the process can be scaled and performed more efficiently. He stated that Waste Management is the largest service provider and provides a great level of customer service.

Mayor Ostler asked if other providers are also increasing their rates. Mr. Leonelli stated he cannot speak to the exact increases being sought by other service providers, but it is his understanding that all providers are experiencing increased cost of doing business across the board. Council Member Smith stated that tipping fees have been increased, which impacts all haulers. Ms. Wells added that the agreement the City had with its previous hauler also had an inflationary component; this is not atypical to Waste Management.

Don Rusika inquired as to the cost per residences that have a first and second can, but no recycling can. Ms. Wells stated it will be less than $2 per month. Mr. Rusika stated that he is interested in any other fees that may be increasing this year. Mayor Ostler stated those will be discussed throughout tonight's meeting individually. Mr. Rusika stated he reviewed the meeting materials for tonight; it seems there will be many fee increases, but he did not see any information about efforts to reduce costs. Residents are being asked to 'tighten their belts', but the City is not doing the same. He asked if all increased fees are based upon inflation. Mayor Ostler stated those issues will be considered throughout the discussion tonight. Ms. Wells added that the City Administration, Mayor, and Council have been working to develop a tentative budget for the past few months, so the version of the document that is before the Council and public this evening has been changed several times based upon efforts to reduce costs. Mr. Rusika stated it would be nice to know what decreases have been implemented by the Council. Mayor Ostler provided a review of the work that has been done since March to develop a balanced budget; he noted that on May 17, the city reviewed utility studies to determine what rate increases may be necessary. He added that the largest expense the City incurs is to provide public safety, and it has become necessary to increase the public safety fee this year to cover increased costs of providing that service.

Council Member Bills noted that the City has not increased property taxes since 2008; the City's buying power has decreased by 42 percent since that time, so the City has essentially been operating with lower resources year after year.

Mr. Rusika stated he is happy to hear that the City is prioritizing public safety. He is concerned about other costs in the budget and will be in attendance to hear the final presentation on the budget and any fee increase.

There was then brief discussion among the Council and Mr. Rusika about a large residential project being constructed in the City; the Mayor stressed that the project is permitted and legal.

Finance Director Bahr then used the aid of a PowerPoint presentation to summarize building permit revenues; building expense and revenue are at their peak in Fiscal Year (FY) 2023 and even with a smaller building volume, admin, engineering and building support is still needed. Living on building permit revenue hurt the City in the mid-2000's when development slowed, and staff were forced to choose which bills to pay on time. High level discussion among the Mayor, Council, and staff centered on the budget projections for building permit revenue; these projections ($700,000 in plan review fee and $200,000 in related building fees) are based on anticipated construction in the City for the coming FY. The Council discussed some slowing in residential construction due to mortgage rate increases and other causes and Mayor Ostler stated that he wants to be conservative with revenue projections since building revenue is such a volatile source.

Mr. Bahr then discussed the open space fee; if the fee is eliminated, the City needs to replace $300,000 in annual revenue from the fee. This would equate to a monthly household fee of $5.25. He presented a chart that summarized data from the resident survey regarding the level of support for replacing the open space fee with a property tax increase. Ms. Wells stated that 74 percent of respondents did not support a property tax increase to replace the open space fee. Responses vary when considering replacing the open space fee with a City-wide parks fee; 61 percent of all residents were not supportive, while 75 percent of non-open space residents were not supportive. Open space residents did support a City-wide parks fee.

Council Member Smith stated that he has been an advocate for elimination of the open-space fee; due to growth in the next few years, the City will experience an increase in property tax revenue. He feels that the elimination of the open-space fee can be absorbed based upon the understanding that property tax revenues will increase. He expressed concern that some residents in high-density projects are not paying an open-space fee, but they are using open spaces and parks that are paid for by residents who do pay the open-space fee. There is no justification for maintaining a fee that is only paid by 26 percent of the population; all parks are public spaces and everyone in the City can use them. He noted that last year the City absorbed $900,000 into its budget without a fee or tax increase, and he feels the City can absorb $300,000 this year. Mayor Ostler facilitated discussion and debate among the Council regarding what to do about the open-space fee; Council Member Bills stated she largely agrees with Council Member Smith's argument for eliminating the fee, but she is not prepared to make a decision on the fee in the middle of the process to consider an annual budget. She noted there are other matters to be decided. Council Member Smith stated the Council is constantly discussing this matter and they hear from residents on a regular basis; now is the time to eliminate the fee because the City has sufficient funding to absorb the impact in the budget. He noted that at a minimum he would propose cutting the fee in half; it is not fair that only a portion of residents pay the fee while all residents benefit from the open space in the City. Council Member Rodela stated that people move to Highland for the trails, parks, and open space; everyone is receiving the benefit no matter what neighborhood they live in. She stated she supports elimination of the fee to address the inequality of the fee. Council Member Bills stated that if the fee is eliminated, there is a possibility that parks will be rentable. Council Member Rodela stated that is not necessarily the case; she would like to review practices of other cities and how they handle access to and rentability of open spaces. Council Member Peterson stated she does not want all parks to be reservable, but she agrees that either the City should maintain the open space or eliminate the fee entirely. Council Member Ball stated that he agrees with Council Member Rodela; he would support renaming the fee to a parks fee and charge each household $5 or $10 per month. This would provide sufficient revenue to cover maintenance of parks and open space in the City. Council Member Bills emphasized that she is concerned about making a decision about this fee tonight; she agrees that the fee is not equitable, but she feels more time is needed to consider a decision that will not only impact the budget this year but will impact the City's budget for years to come. Mr. Bahr stated that the Council should consider the general fund's capacity to absorb the elimination of the fee. Mayor Ostler agreed and stated that it may be more appropriate to come back to this discussion after the review of the General Fund budget this evening. He noted, however, that he would like to make a decision on the matter in advance of the community meeting scheduled for next week as the intent of that meeting is to communicate budget intentions for the coming FY.

Philosophical discussion and debate among the Mayor and Council continued with a focus on the appropriate timing of making a decision regarding the open space fee, after which Mayor Ostler permitted public input on the matter.

Boyd Draper stated that it is important for the Mayor and Council to listen to the residents; the City conducted a citizen survey and 75 percent of residents communicate non-support for the fee. They also indicated they do not support a property tax increase to replace the open space fee. He noted that Highland's property taxes are the highest in the County. Council Member Smith clarified that the City's property taxes are actually low; residents pay higher taxes to the school district, but not to the City. Mr. Draper stated that many other fees are being increased and this could cost residents $600 per year; this is very problematic for those on a fixed income.

Brian Braithwaite stated that he does not live in an area that is charged the open-space fee; the fee was developed based upon the assumption that property taxes for those living next to a park would be different than other residents in the City. However, he does not believe that assumption is entirely accurate. If the City now allows reservations of community parks, those spaces will be used more than anticipated and that will impact residents who live near a park. He agrees that an adjustment is needed, and he would suggest considering the value of the parks that are open for reservation and deducting that value from the open space fee revenue projection. He feels this would be fair and can be communicated to residents. He noted that residents support fees that are transparent, such as the road fee or public safety fee; it may be hard to accept a fee, but harder to argue it because it is transparent and necessary. There are likely other fees that could be adjusted and charged to the entire City. He stated that the Council should find the money in the budget to cover the loss of revenue if the open-space fee is eliminated, but that should be done before the fee is eliminated.

Council Member Smith stated that when some residents pay $240 per year for open space, they have an expectation that the park space will be maintained to a certain standard and that the space will be for neighborhood use and not available for rent by any group or resident in the City. Mr. Braithwaite stated he understands that and feels that issue can be addressed.

Mayor Ostler thanked Mr. Braithwaite for his point on transparency; if the Council feels that a fee can be adjusted in a manner that will ensure transparency, he will support the decision. Council Member Smith stated that he feels that eliminating the fee and absorbing the lost revenue in the budget is transparent. He does not want to consider a City-wide fee to replace the open-space fee that is only charged to a portion of the City. Ms. Wells suggested that the Council circle-back to this issue after review of the rest of the budget information Administration has prepared for discussion tonight.

Mayor Ostler recessed the meeting at 8:52 p.m.; the meeting reconvened at 9:07 p.m.

Mr. Bahr then discussed the long-term sustainability of the City's public safety fee; the fee has not been increased since its inception and property tax and sales tax revenues have been used to cover gaps in the revenue generated by the fee. He presented a graph illustrating public safety costs as a percentage of the City's ongoing General Fund revenue, noting that in 2022, public safety costs equaled 66 percent of the General Fund. He offered a comparison of Highland's property tax rates, public safety costs, and arrests per capita for cities surrounding Highland.

There was general discussion among the Council and Mr. Bahr regarding all funding sources included in the General Fund; Mr. Bahr noted the City's total revenue is $7.4 million and public safety costs are $4.9 million, leaving $2.5 million to cover the rest of City operations. Council Member Smith stated that all revenues are actually near $13 million. Mr. Bahr stated that is correct, but many sources are not ongoing revenue sources or are a passthrough of revenue to another service entity, such as garbage collection. He stated that his $7.4 revenue estimate is for ongoing revenue sources. The Mayor, Council, and staff engaged in discussion regarding historical actions taken by the City relative to the public safety fee and other revenue sources used to fund public safety service, after which Mayor Ostler invited public input on the matter.

Brian Braithwaite discussed the City's access to SAFER grant funds in the early 2000's; this grant program was implemented after the September 11, 2001 terrorist attacks to allow communities to increase their public safety resources. However, the amount of grant funding decreased each year until it was entirely eliminated; the intent was for each City to adjust its revenue sources to compensate for the reduction in the grant support. However, Highland City never augmented its revenue and when the SAFER grant went away, the City had to entirely fund public safety costs. Then in 2008, the great recession hit, and the City struggled to maintain levels of service. This was a painful time for the City, and he hopes that the Council makes decisions aimed at avoiding a similar situation in the future.

Council Member Bills asked if the SAFER grant program is still in existence. Mayor Ostler answered yes, but it is still set up in a similar format.

Council Member Smith asked for an analysis of debt service and impact fee revenue that is used to cover bond payments. City Administrator/Community Development Director Crane explained that impact fees are tied directly to specific projects and once projects are completed, which can include debt service for specific projects, the impact fee should be reduced accordingly.

Mr. Bahr presented three scenarios for Council consideration:

1. No increase; this commits all tax revenue increase to public safety, including future years.
2. Increase the fee by $3.75 to $15.25 per month; tax revenue and public safety fee increase covers all but $100,000 of public safety cost increase.
3. Increase the fee by $11.50 to $23 per month; this provides sufficient revenue to cover the increase cost of providing public safety service.

Mayor Ostler facilitated discussion among the Council regarding the scenario they support; Council Member Smith stated that he would support a compromise between scenarios two and three, which would result in a fee of $17 or $18. There was discussion about the fees charged in other cities, with Mayor Ostler noting that he feels it is more important to consider the actual costs in Highland rather than basing decisions upon what is done in other cities. Council Member Peterson stated that it is important to leave enough money in the General Fund to take care of other needs in the City; she supports a public safety fee increase sufficient to cover service provision.

Ms. Wells presented a graph summarizing resident support for raising property taxes for certain reasons; 39 percent support an increase for a recreation center, 52 percent support an increase to keep pace with inflation, 45 percent support increase for trails, 66 percent support an increase for public safety, and 36 percent support an increase for open space. Mr. Bahr stated the Council needs to provide Administration with direction about the level of funding from the General Fund that should be dedicated to public safety.

Council Member Smith stated that his most recent City utility bill was $108, and he asked if that is the average amount charged to all households; if the Council is talking about adding $23 to $25 per month in public safety, his bill will increase to $135 per month. Ms. Wells stated that she will prepare an analysis of the average utility bill in the City and compare it with bills in surrounding communities in preparation for the upcoming community meeting.

Mayor Ostler stated that Administration needs direction on the public safety fee. Council Member Smith stated that he feels there is support in the community for increasing the public safety fee to cover the cost associated with recruiting and retaining quality Police Officers. He stated that he does not support an increase to $23, but he can support a $17 fee; with growth, the City will see increased revenue as new residents will be charged the public safety fee. Mayor Ostler stated that considering the increase in sales and property tax revenues, he can also support a $17 fee. Council Members Bills, Rodella, Peterson, and Ball agreed. Council Member Ball stated he wants to make sure there is an accommodation for those on fixed income to apply for relief. This is something similar to what the County offers for property taxes. Council Member Smith stated he would support a relief program. Mr. Bahr stated he is aware of programs used in other cities to provide a 10 percent discount on City fees if certain conditions are present. Council Member Bills stated she would want to be sure that such a program is not too difficult to administer. Mr. Bahr stated he feels staff can handle administration of a relief program, with Mayor Ostler noting Administration can begin working on a program and will present proposed criteria for Council consideration.

Mr. Bahr then moved to a review of City utility rates; the City has experienced increased project costs across all utilities: culinary, pressurized irrigation, sewer, and storm sewer. There is an impact of postponing individual projects, and staff is reviewing grant opportunities that could aid in funding certain projects. Staff needs direction from the Mayor and Council regarding the timing of individual projects responsive to increased costs.

Public Works Director/City Engineer Spencer provided a brief overview of the scope and importance of projects including the culinary well projects, a pressurized irrigation source project, a sewer lift station replacement and purchase of a vacuum truck, and various storm sewer projects. He added that he has applied for grants for a few of the projects and is awaiting award notification.

Mayor Ostler inquired as to the proposed increase in the culinary water rate. Mr. Bahr stated that the base rate is increasing from $15.91 to $23.07, or a $7.16 increase.

The Council engaged in high level discussion regarding the projects discussed by Mr. Spencer; they also reviewed the proposed rate increases for all utilities. Mr. Bahr noted that the PI base fee is increasing from $20.12 to $24.14; the Sewer Fee is increasing from $5.11 to $7.15; and the Storm Sewer fee is increasing from $6.99 to $9.66. The Council discussed the justification for each of the fee adjustments and agreed to support all increases. Council Member Smith stated this will equate to a $24.22 utility bill increase per month, or $290.64 per year. He asked if these increases would make it possible for the City to increase its reserve funding for utilities. Mr. Bahr stated the increases are intended to increase the City's amount of operating days of cash on hand according to the utility rate study.

Council Member Bills asked Administration to look into charging residents a credit card fee to cover the costs incurred by the City for accepting payments via credit card. Mr. Bahr stated that he is working on that and will recommend an amendment to the consolidated fee schedule in the future.

Mr. Bahr then presented a chart including additional items for consideration in the budget; he accepted input from the Council regarding prioritization of the items and funding adjustments and noted he will edit the chart using that feedback and include the directives in the budget document that will be presented to the Council and public next week.

The Council then refocused on the open space fee; Council Member Rodela stated she is not comfortable making a decision to eliminate the fee right now. She would like to have additional time to discuss the matter with residents and consider the implications of the fee elimination. Council Member Smith stated he has been advocating for elimination for the fee for several years; however, he does not live in an area that is charged the fee and he is not sure why he is so adamantly advocating for elimination of a fee that does not impact him. Council Member Ball agreed with all points of view that have been raised but stated he would also like additional time to discuss the issue before taking action. Council Members Bills and Peterson also supported waiting to discuss the fee and they determined to revisit the matter in the fall of this year.

ADJOURNMENT

Council Member Scott L. Smith MOVED to adjourn the work session and Council Member Brittney P. Bills SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 11:15 pm.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on June 6, 2022. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle
City Recorder

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #4

DATE: July 19, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Home Occupations

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 proposal by Highland City Staff to amend Section 3-614 Home Occupations to allow for a home occupation in every residential unit. The City Council will take appropriate action.

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

BACKGROUND:
Home occupations are "any occupation conducted within a dwelling and carried on by persons residing in the dwelling." A home occupation permit is not required for use of a residence if the use is limited to computer use and receiving and sending mail and telephone calls.

The Development Code currently states that they are only permitted in the R-1-40, R-1-20, and A-1 zones. The R-1-30 zone, and other Planned Development zones have been adopted since.

SUMMARY OF THE REQUEST:
1. The proposed amendment allows for home occupations "in any residential unit".

2. The proposed amendment updates the application and approval processes to reflect the process outlined in the Municipal Code.

3. A clarification is added to Residential Uses in the Town Center Overlay:

"All residential units that are designed and built to be a residential use cannot be converted into a commercial or office use. Home occupations are permitted in each residential unit."

CITIZEN PARTICIPATION:

Notice of the public hearing held at Planning Commission was published in the Daily Herald on June 18, 2022 and posted on the state and city websites June 16, 2022. No comments were received.

Notice of the public hearing to be held at City Council was published in the Daily Herald on July 2, 2022 and posted on the state and city websites June 30, 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.

STAFF REVIEW:

- R-1-30 and other Planned Development zones have been adopted since the Home Occupations section was last amended. The proposed amendment is needed to be applicable to all residential units.

- The proposed amendment is consistent with what is currently in Chapter 5.08 Home Occupation Licenses in the Municipal Code.

- Under Residential Uses in the Town Center Overlay, commercial and office are permitted uses on the ground floor. The clarification requires Council approval for residential units that were designed and built as residential to convert to commercial or office.

FINDINGS:

The proposed amendment appears to meet the following findings:

- The amendment is needed to update the Development Code to apply to all residential units.
- The proposed amendment is consistent with the Municipal Code.

COUNCIL ACTION:

The City Council will hold a public hearing and consider approval or denial of the item.

MOTION TO APPROVE:

I move that the City Council accept the findings and **APPROVE** the proposed amendment to Sections 3-614 and 3-4716 relating to home occupation licenses.

MOTION TO DENY:
I move that the City Council **DENY** case TA-22-04 a request for a text amendment to Sections 3-614 and 3-4716 relating to home occupation licenses 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 3-614 HOME OCCUPATIONS AND SECTION 3-4716 RESIDENTIAL USES AS SHOWN IN FILENAME TA-22-04.

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 19, 2022.

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

SECTION 1: **ADOPTION** Several sections of the Development Code relating to home occupations 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 19, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, July 19, 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

3-614 Home Occupations

~~2. Home occupations may be permitted as provided herein.~~ A home occupation is any occupation conducted within a dwelling and carried on by persons residing in the dwelling. A home occupation permit shall not be required for use of a residence if the ~~, which~~ use is limited to computer use and receiving and sending mail and telephone calls.~~Provided, however, a home occupation permit shall not be required for any of the uses listed in subsection (9) below.~~ Any person desiring a home-occupation permit, as provided in this Section, shall file an application with the City ~~Recorder~~ Treasurer.

1. All home occupations, ~~whether or not a permit therefore is required by this Section,~~ shall be permitted only subject to and shall at all times comply with the following conditions.

   a. Home occupations ~~will~~ shall be permitted in any residential unit ~~only in the following Zones: R-1-40, R-1-20 and A-1~~.
   b. The home occupation shall be conducted entirely within the main dwelling, including an attached garage.
   c. The home occupation shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the character of the building from that of a dwelling.
   d. The total area devoted to the home occupation shall not exceed 25% of the dwelling, including an attached garage.
   e. The home occupation shall be registered with and licensed by the business license division of the City and with all applicable state agencies. A separate license must be obtained for each branch establishment, or separate place of business, in which the business, trade, calling, profession or occupation is carried on, and for each separate kind of business, trade, calling, profession or occupation and each license shall authorize that business, trade, calling, profession or occupation described in such license, and only at the location or place of business which is indicated thereby.
   f. Entrance from the outside to the area of the dwelling used for the home occupation shall be the same entrance normally used by the residing family, except when otherwise required by the Utah State Department of Health or other state agency.
   g. The physical appearance of the dwelling, amount of traffic and parking, and other activities generated by the home occupation shall not be contrary to the intent of the zone in which the home occupation is located. The home occupation shall not generate pedestrian or vehicular traffic in excess of that customarily associated with the zone in which the use is located.
   h. The home occupation shall, and the structure in which it is conducted shall, comply with all fire, building, plumbing, electrical and health codes.
   i. The home occupation shall not be associated with nor produce odor, fumes, dust, light, glare, color, design, materials, construction, lighting, sounds, noises, vibrations, including interference with radio or television reception, that may be discernible beyond the premises, or which disturb the peace and quiet of the neighborhood.
   j. All maintenance or service vehicles and equipment, or any vehicle bearing any advertising related to the home occupation shall be garaged or stored entirely within the building or structure, or entirely behind the dwelling, out of view of the street.

k. Home occupations may be permitted for residents that also contain basement apartments if determined by the City Administrator not to create undue burden upon residents of the immediate area.

2. Any permit issued pursuant to this Section may be revoked by the Zoning Administrator for failure of the holder of the permit to comply with the foregoing conditions. The Zoning Administrator shall likewise refuse to grant a renewal of such a permit for failure of the holder to comply with the foregoing conditions.
3. The revocation or refusal to grant or renew a permit may be appealed to the ~~Board of Adjustment~~ Appeal Authority. Likewise, any aggrieved party may appeal to the ~~Board of Adjustment~~ Appeal Authority from the Zoning Administrator's decision to grant a renewal of such a permit.
4. All home occupation permits issued pursuant to this Section shall be valid for a period of one year. The license year shall commence on July 1 and expire on June 30 of each year. Thereafter, all home-occupation permits shall be issued and renewed only in accordance with this Section, except as such use may be a nonconforming use which is allowed to continue by Section 3 201.
5. The City Council shall by resolution or ordinance fix the amount of license fees and the terms and conditions thereof, copies of which shall be available for public inspection at the office of the city Zoning Administrator.
6. ~~All applications for the issuance of a home-occupation permit shall be accompanied by an application fee in such amount as may be specified by the City's standard fee schedule established from time to time by resolution of the City Council. Such fee shall be in addition to any business license fee which may be required by other provisions of this Code.~~ If the combined offsite impact of the home occupation and the primary residential use materially exceeds the offsite impact of the primary residential use alone, a fee in such amount as may be specified by the City's standard fee schedule may be required.

~~6.~~7. The applicant shall be required to notify by letter all residents within a three hundred foot 300' radius of the property lines of their request for a home occupation license if customers visit the home. The applicant shall provide a legible vicinity map indicating the exact location of their property and each property within 1/4 mile (1,320 feet). The map shall include the address of the subject property.

~~7. The Zoning Administrator, or his designee, may at all reasonable times enter the premises for which a home occupation permit has been issued to ascertain compliance with this Section. He may also inspect such premises prior to the issuance of a home occupation permit. Refusal by the owner or occupant of the premises to allow such inspection, when requested, shall be grounds for denial or revocation of a home-occupation permit.~~

~~8. A home occupation permit shall not be required for use of a residence, which use is limited to receiving and sending mail and telephone calls.~~

~~9.~~8. The ~~City Council~~Zoning Administrator may, upon application, grant a home occupation license which shall state the home occupation permitted, the conditions attached thereto, and any time limitations imposed thereon. The license shall not be issued unless the Zoning Administrator ~~City Council~~ finds the applicant is in compliance with each one of the conditions listed in City Codes and State Law, and that the applicant has agreed in writing to comply with all said conditions. All certificates of license shall be signed by the City Administrator~~Mayor~~ and attested to by the Zoning Administrator ~~under the Seal of the City~~.

(Amended: 7/6/99, 7/18/2000, 5/2/06, 9/2/08)

Article 4.7 Town Center Overlay

3-4716 Residential Uses

1. All Flex Use residential developments and Town Center Mixed Use Residential shall be required to provide additional site planning and architectural improvements and/or specifications as follows:

    a. Roofs. The roofline of all proposed structures that include residential uses shall be varied in height to provide a break in the visual appearance.
    b. Walls. The vertical wall plane along the upper floors shall be articulated, varied, and architecturally designed to promote numerous opportunities for views from residential units.
    c. Windows. Only windows of high residential quality shall be used. All windows shall be surrounded on all four sides with trim such as stucco band, siding trim or other material.
    d. Access. Residential units shall be accessed from a separate entrance that is not located within the leased space of a retail or office unit.
    e. Parking. A minimum of three (3) parking stalls per unit shall be provided. Underground parking or parking structures may be provided for residential units provided they are located on the interior block and not along a designated right-of-way. Underground parking may not be constructed if the result of the parking structure reduces any ground floor retail or commercial footprint to a point where it may be considered non-functional or impractical.
        i. Underground parking areas or parking structures shall be a minimum of thirty (30) feet from the nearest right-of-way and be screened from that right-of-way by an attached building.
        ii. Parking Structures shall include exterior landscaping features along each level of parking to screen light pollution and create an aesthetic feature that may assist with breaking the visual appearance of a large wall plane.
        iii. Parking shall not be allowed on residential alleys.
        iv. If parking is provided by an attached/detached garage a driveway shall be provided with a minimum depth of twenty-two feet (22’) unless otherwise approved by the Council.
    f. Yards. In all cases where residential is proposed as the exclusive use of the property (until such time that a ground floor may convert to retail/office), the project shall provide a rear yard for each unit typical with rowhouse type building construction.
    g. Ground Floor Residential Design. Residential development (Residential and Live-Work units) located adjacent to Parkway East, Parkway West, Town Center Boulevard/Drive, Town Square Street East, Town Square Street West, or Town Square Park Street that does not exclusively incorporate ground floor retail, other commercial, or office shall be designed with flexibility in such a way to provide for ground floor retail in the future unless otherwise approved by the Council.
    h. Minimum Residential Height. Uses proposed as exclusively attached residential shall be a minimum of two (2) stories in height only if located adjacent to Parkway East, Parkway West, Town Center Boulevard/Drive, Town Square Street East, Town Square Street West, or Town Square Park Street for the purpose of providing for future use on the ground floor.

2. Attached Multi-family Residential, Live-Work Residential.
    a. Upper floor uses may include; attached high density multi-family residential units, professional offices (see Table 3-47A), or retail sales and/or services as defined in this Code.

3. All residential units that are designed and built to be a residential use cannot be converted into a commercial or office use without Council approval. Home occupations are permitted in each residential unit.

AGENDA

NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #5

DATE: July 19, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Retaining Walls

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 proposal by Highland City Staff to amend Section 3-612 Fences, Retaining Walls, Theme and Screen Walls relating to daylight basements and window wells. The City Council take appropriate action.

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

BACKGROUND:
Several retaining wall permits have been submitted to the building and planning departments for retaining walls around daylight basements. Owners have expressed concerns with the current retaining wall regulations. If a homeowner extends the foundation wall out for a daylight basement, it is considered part of the house's foundation and is not subject to the maximum retaining wall height. If the homeowner wants to beautify the wall and make it a rock retaining wall, rather than foundation wall, the maximum height becomes 6 feet.

SUMMARY OF THE REQUEST:
1. The proposed amendment gives an exception to daylight basements and window wells for the 6' maximum retaining wall height. The amendment proposes a maximum height of 11' for these retaining walls.

CITIZEN PARTICIPATION:
Notice of the public hearing held at Planning Commission was published in the Daily Herald on June 11, 2022 and posted on the state and city websites June 9, 2022. No

comments were received.

Notice of the public hearing to be held at City Council was published in the Daily Herald on July 2, 2022 and posted on the state and city websites June 30, 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 5-1.

The Planning Commission expressed concerns regarding the height of the potential drop with an 11-foot retaining wall. The Commission requested that staff confirm building code requirements regarding a possible railing, and to pass the information on to the City Council for consideration.

> The International Building Code requires a 42” tall guardrail along open sided walking surfaces that are located more than 30” measured vertically to the floor or grade below at any point. The Building Official explained that he requires it along sidewalks, stairways, and some driveways that have an elevation drop adjacent to an entrance into the home.
>
> A guardrail would not be required along a retaining wall unless there was a *walkway* along the top of the wall.

STAFF REVIEW:

- Retaining walls for daylight basements and window wells face the homeowner only. These retaining walls are not visible from the street nor adjacent properties.
- More homeowners are wanting rock retaining walls around their daylight basements rather than an extension of their foundation wall. With an extension of the foundation wall, there is no height maximum as it is not considered a retaining wall and is included in the building permit for the home itself. Staff has considered this, and to be consistent, staff is recommending a retaining wall maximum of 11’ when used for a daylight basement or window well.

FINDINGS:
The proposed amendment appears to meet the following findings:

- The amendment is compliant with the International Building Code.

COUNCIL ACTION:
The City Council will hold a public hearing and consider approval or denial of the item.

MOTION TO APPROVE:
I move that the City Council accept the findings and **APPROVE** the proposed amendment to Section 3-612 Fences, Retaining Walls, Theme and Screen Walls relating to the daylight basements and window wells.

MOTION TO DENY:
I move that the City Council **DENY** case TA-22-08 a request for a text amendment to Section 3-612 Fences, Retaining Walls, Theme and Screen Walls 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 ARTICLE 5-10 ADJUSTING PROPERTY BOUNDARIES; AMENDING A RECORDED PLAT RELATING TO THE COMBINING OF LOTS OR PARCELS AS SHOWN IN FILENAME TA-22-08.

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 19, 2022.

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

SECTION 1: **ADOPTION** Section 3-612 Fences, Retaining Walls, Theme and Screen Walls 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 19,2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, July 19, 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

<u>3-612 Fences, Retaining Walls, Theme And Screen Walls</u>

…

3. Retaining Walls
    a. A retaining wall within the front setback shall be a minimum of ten (10) feet from the front property line and shall not exceed four (4) feet in height. The maximum height of retaining wall in any other location is six (6) feet.
        i. Retaining walls for daylight basements or window wells have a maximum height of eleven (11) feet.
    b. Retaining walls shall not be placed any closer to another retaining wall than at a ratio of one foot horizontal to one foot vertical height of the wall.
    c. Under no condition shall a fence and retaining wall exceed eight (8) feet in height on the same vertical plane. If a privacy fence that is on top of a retaining wall would exceed eight (8) feet, it shall be set back at least four (4) feet from the back side of the retaining wall. Open style fences are permitted to be on the same plane as a retaining wall.
    d. Retaining walls shall not be permitted within public utility easements without city approval, and no approval will be granted where a storm drain, culinary water line, pressurized irrigation line, or sewer line is installed.
    e. Retaining walls require a building permit if it exceeds four (4) in height. The submittal for the building permit must include:
        i. a stamped engineered plan from the licensed engineer,
        ii. a drainage plan which provides for containment of run-off water on site or discharged to a City approved location,
        iii. plans for a conduit as required by the City Engineer if the retaining wall is to be constructed within the public utility easement where utilities do not exist. The property owner shall be financially responsible for the removal or reconstruction of a retaining wall in a public utility easement if the easement is needed per Utah Law (UCA 54-3-27).

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HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #6

DATE: July 19, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner & GIS Analyst

SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Setback Encroachment

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 proposal by Highland City Staff to amend Sections 3-4104, 3-4204, and 3-4254 Location Requirements relating to encroachments into setbacks for main dwellings in residential zones. The City Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

The proposed amendment was briefly presented to the City Council on May 17th, 2022, as a communication item. Staff requested input from the Council regarding whether the Council was supportive of allowing some elements of a home, such as stairways or cantilevers, to be located within a setback. The Council briefly discussed hypothetical situations that would be considered setback encroachment and indicated they were comfortable with minor encroachments.

BACKGROUND:

Several home builders, residents, and staff have expressed concerns regarding setbacks and where they should be measured from. The current Development Code definition is, “The shortest distance between the property line and outside surface of the foundation, wall, or main frame of the building. Exclusive of fireplace chases.” Developers and residents have argued that cantilevers and stairwells should not be considered a wall or main frame.

SUMMARY OF THE REQUEST:

1. The proposed amendment allows for the following setback encroachments in the R-1-40, R-1-30, and R-1-20 zones:

a. Front Setback – 5 feet for 30% of the length of the dwelling; except for stairways

b. Side Setback – 5 feet for 30% of the length of the dwelling

c. Side Corner Setback – 5 feet for 30% of the length of the dwelling

d. Rear Setback – 5 feet for 50% of the length of the dwelling

2. The proposed amendment includes a clarification that no setback encroachments will be permitted in an easement of any kind.

3. The definition of 'Setback' is proposed to be updated as follows:

   The shortest distance between the property line and outside surface of support posts, cantilevers, bay, bow, or box windows, or any hard wall line of the structure.

CITIZEN PARTICIPATION:
Notice of the public hearing held at Planning Commission was published in the Daily Herald on June 18, 2022 and posted on the state and city websites June 16, 2022. No comments were received.

Notice of the public hearing to be held at City Council was published in the Daily Herald on July 2, 2022 and posted on the state and city websites June 30, 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 discussed concerns regarding where the setbacks are measured from (examples: property line, back of sidewalk, back of curb, etc.)

The Planning Commission recommended **APPROVAL** of the proposed text amendment with a stipulation that the definition of setback be updated to be measured from "property line, back of asphalt, back of curb, or back of sidewalk, whichever is closest to the structure." The vote was 6-0.

The stipulation is reflected in the attached ordinance.

After the Planning Commission meeting, staff was made aware that the proposed amendment would not solve an issue with an existing stairwell. To address this situation, the amendment would need to be modified as follows:

- Stairwells may project up to seven (7) feet into the side yard setback but in no event shall any part of the stairwell be less than five (5) feet from the property line or located within an easement.

STAFF REVIEW:

- The majority of the proposed amendment is from the American Fork Development Code.

- The proposed amendment includes cantilevers, bay, bow, or box windows needing to meet building setbacks. There has been confusion among staff as to whether or not these were included in the setback or not. The proposed definition is stricter than current code, but the amendment allows for a small setback encroachment to allow for things such as outdoor stairs, and small cantilevers.

- The proposed requirement that no part of the structure shall *project* into an easement of any kind protects public utility and municipal easements below and above ground.

FINDINGS:

The proposed amendment appears to meet the following findings:

- The amendment is consistent with the intent of the low-density residential zones defined in the Development Code.

COUNCIL ACTION:

The City Council will hold a public hearing and consider approval or denial of the item and determine whether or not to add the seven (7) foot stairwell exception.

MOTION TO APPROVE:

I move that the City Council accept the findings and **APPROVE** the proposed amendment to the setback requirements in the R-1-40, R-1-30, and R-1-20 zones with the stipulation recommended by the Planning Commission, as shown in Exhibit A and to (ADD or NOT ADD) the stairwell exception.

MOTION TO DENY:

I move that the City Council **DENY** case TA-22-07 a request for a text amendment to Sections 3-4104, 3-4204, and 3-4254 Location Requirements relating to setback encroachments in residential zones 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 SECTIONS 3-4104, 3-4204, AND 3-4254 LOCATION REQUIREMENTS AND CHAPTER 10 DEFINITIONS RELATING TO SETBACKS AS SHOWN IN FILENAME TA-22-07.

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 19, 2022.

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

SECTION 1: **ADOPTION** Several sections of the Development Code relating to setbacks and setback encroachment 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 19, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, July 19, 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

R-1-40

3-4104 Location Requirements

Buildings and structures on lots within the R 1 40 Zone shall be located as follows:

1. All dwellings and other main buildings and structures shall be set back not less than thirty (30) feet from the front lot line, except that a portion of a dwelling may project up to five (5) feet into the required front setback area, provided that the width of the projecting portion shall not exceed thirty (30) percent of the length of the portion of the structure facing the front setback.
2. All dwellings and other main buildings and structures shall be set back not less than fifteen (15) feet from either side lot line; provided, however, on nonconforming lots of record all dwellings and main building shall be set back not less than ten (10) feet from either side lot line and the combined total distance of the two side setbacks shall not be less than twenty four (24) feet, except that a portion of a dwelling may project up to five (5) feet into the required side setback area, provided that the width of the projecting portion shall not exceed thirty (30) percent of the length of the portion of the structure facing the side setback.
3. All dwellings and other main buildings and structures shall be set back not less than thirty (30) feet from the rear lot line, except that a portion of a dwelling may project up to five (5) feet into the required rear setback area, provided that the width of the projecting portion shall not exceed fifty (50) percent of the length of the portion of the structure facing the rear setback.
4. Notwithstanding any provision of this Section to the contrary, the following additional requirements shall apply to corner lots:

    a. All dwellings and other main buildings shall be set back not less than thirty (30) feet from the side lot line which abuts on a street, except that a portion of a dwelling may project up to five (5) feet into the required front setback area, provided that the width of the projecting portion shall not exceed thirty (30) percent of the width of the dwelling.

    b. The side setback required for the interior side of such lots shall be that required by paragraph (2) of this Section.

5. Anything structurally attached to the home such as a foundation wall, support posts, cantilevers, bay, bow, or box windows, a deck requiring a building permit (covered or uncovered), or a covered patio (unless cantilevered) shall be considered part of the main dwelling.
6. No part of the structure shall project into an easement of any kind.

~~5.~~7. Stairways shall not encroach into a front setback.

(Amended: 9/5/00, 8/1/06)

R-1-20

3-4204 Location Requirements

Buildings and structures on lots within the R 1 20 Zone shall be located as follows:

1. All dwellings and other main buildings and structures shall be set back not less than thirty (30) feet from the front lot line, except that a portion of a dwelling may project up to five (5) feet into the required front setback area, provided that the width of the projecting portion shall not exceed thirty (30) percent of the length of the portion of the structure facing the front setback.
2. All dwellings and other main buildings and structures shall have a combined side yard of not less than twenty-five (25) feet, with no structure closer than ten (10) feet from either side lot line ;

provided, however, on nonconforming lots of record all dwellings and main building shall be set back not less than ten (10) feet from either side lot line and the combined total distance of the two side setbacks shall not be less than twenty-four (24) feet, , except that a portion of a dwelling may project up to five (5) feet into the required side setback area, provided that the width of the projecting portion shall not exceed thirty (30) percent of the length of the portion of the structure facing the side setback.

3. All dwellings and other main buildings and structures shall be set back not less than thirty (30) feet from the rear lot line, except that a portion of a dwelling may project up to five (5) feet into the required rear setback area, provided that the width of the projecting portion shall not exceed fifty (50) percent of the length of the portion of the structure facing the rear setback.
4. Notwithstanding any provision of this Section to the contrary, the following additional requirements shall apply to corner lots:

    a. All dwellings and other main buildings shall be set back not less than thirty (30) feet from the side lot line which abuts on a street, except that a portion of a dwelling may project up to five (5) feet into the required front setback area, provided that the width of the projecting portion shall not exceed thirty (30) percent of the width of the dwelling.
    b. The side setback required for the interior side of such lots shall be that required by paragraph (2) of this Section.
5. Anything structurally attached to the home such as a foundation wall, support posts, cantilevers, bay, bow, or box windows, a deck requiring a building permit (covered or uncovered), or a covered patio (unless cantilevered) shall be considered part of the main dwelling.
6. No part of the structure shall project into an easement of any kind.

~~5.~~7. Stairways shall not encroach into a front setback.

(Amended: 9/5/00, 8/1/06)

R-1-30

3-4254 Location Requirements

Buildings and structures on lots within the R-1-30 Zone shall be located as follows:

1. All dwellings and other main buildings and structures shall be set back not less than thirty (30) feet from the front lot line, except that a portion of a dwelling may project up to five (5) feet into the required front setback area, provided that the width of the projecting portion shall not exceed thirty (30) percent of the length of the portion of the structure facing the front setback.
2. All dwellings and other main buildings and structures shall have a combined side yard of not less than twenty five (25) feet, with no structure closer than fifteen (15) feet from either side lot line, except that a portion of a dwelling may project up to five (5) feet into the required side setback area, provided that the width of the projecting portion shall not exceed thirty (30) percent of the length of the portion of the structure facing the side setback;
3. All dwellings and other main buildings and structures shall be set back not less than thirty (30) feet from the rear lot line, except that a portion of a dwelling may project up to five (5) feet into the required rear setback area, provided that the width of the projecting portion shall not exceed fifty (50) percent of the length of the portion of the structure facing the rear setback.
4. Notwithstanding any provision of this Section to the contrary, the following additional requirements shall apply to corner lots:
    a. All dwellings and other main buildings shall be set back not less than thirty (30) feet from the side lot line which abuts on a street, except that a portion of a dwelling may project up to five (5) feet into the required front setback area, provided that the width of the projecting portion shall not exceed thirty (30) percent of the width of the dwelling.

b. The side setback required for the interior side of such lots shall be that required by paragraph (2) of this Section.

5. Anything structurally attached to the home such as a foundation wall, support posts, cantilevers, bay, bow, or box windows, a deck requiring a building permit (covered or uncovered), or a covered patio (unless cantilevered) shall be considered part of the main dwelling.

6. No part of the structure shall project into an easement of any kind.

~~5.~~7. Stairways shall not encroach into a front setback.

10-102 Definitions

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Setback. The shortest distance between the property line, back of asphalt, back of curb, or back of sidewalk, whichever is closest to the structure, and outside surface of ~~the foundation, wall, or main frame of the building~~ support posts, cantilevers, bay, bow, or box windows, or any hard wall line of the structure. ~~Exclusive of fireplace chases~~.

…

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #7

DATE: July 19, 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.

PRIOR COUNCIL DIRECTION:

Previous Mayors and Councils have provided staff with direction to look at possibilities of eliminating the Harmon Ditch. To accomplish this the Council approved an PI agreement with the Peck's. The final property that needs to be addressed is the Beth Wilson property.

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.

STAFF ANALYSIS:

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 3.19-acre feet per season through a meter placed on the City's system. Highland City will receive the remaining 2.61-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 3.19-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.

MOTION TO APPROVE:

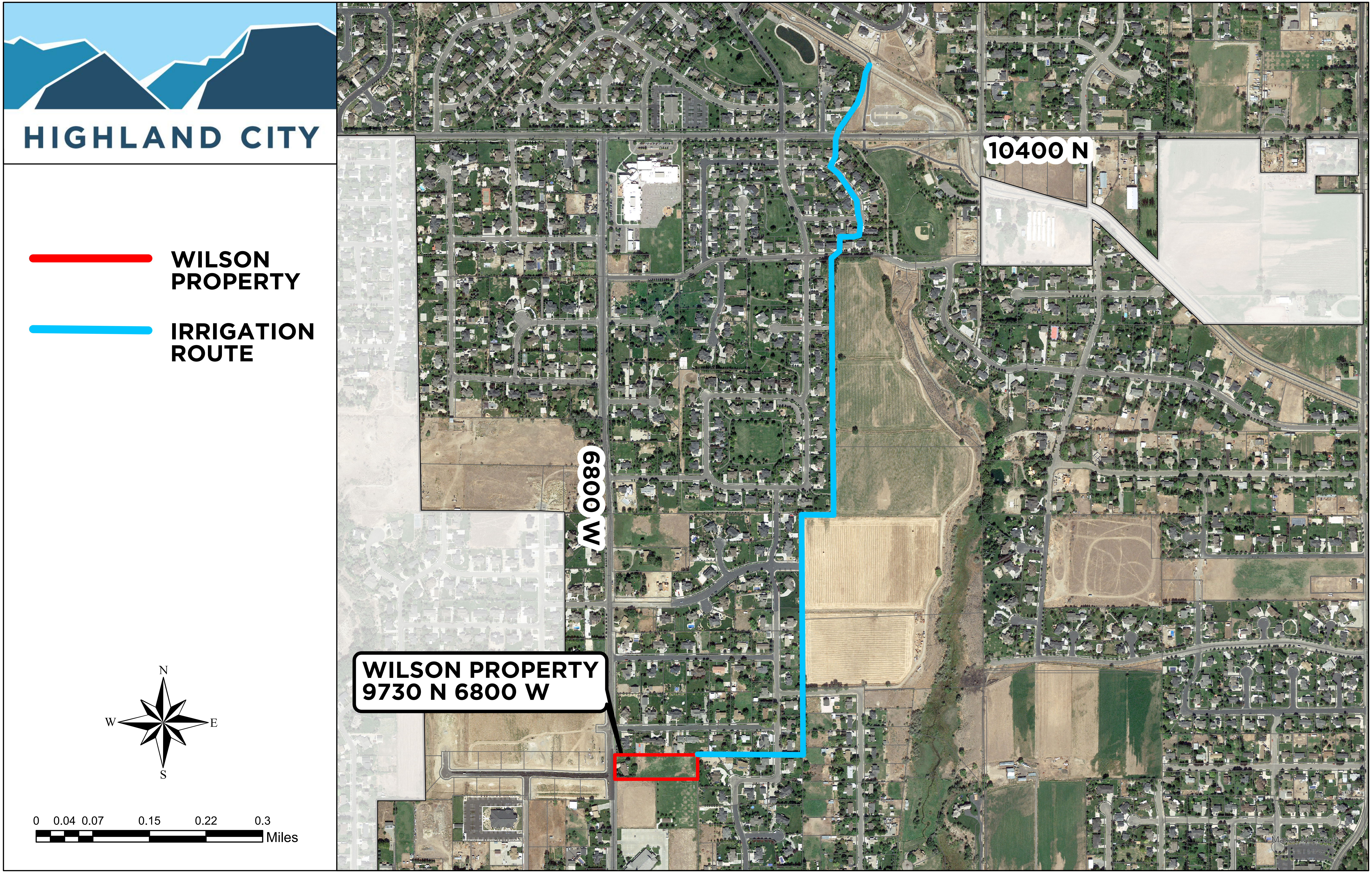
I move that City Council **APPROVE** the Agreement with Beth Larsen Wilson and fund the cost of the 2" meter from proceeds from the sale of property from the Wimbleton Subdivision.

MOTION TO DENY: *(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


HIGHLAND CITY
WILSON PROPERTY
IRRIGATION ROUTE
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0 0.04 0.07 0.15 0.22 0.3
Miles
10400 N
6800 W
WILSON PROPERTY
9730 N 6800 W

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 12:012:0055 (**"Property").**

C. Owners currently irrigate their Property through the existing Harmon Irrigation Ditch **("Harmon Ditch")** with certain water shares owned by Owner. Owner desires 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. Owner currently irrigates 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 in addition to landscape areas includes the home, driveway, and any other non-irrigatable area.

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

F. Owner owns and desires to retain ownership of certain water shares in the Lehi Irrigation Company and Highland Conservation District and plans to continue irrigation of the Field Area for agricultural purposes.

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

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

I. Lehi Irrigation Company, owner of the Harmon Ditch, also desires to abandon the Harmon Ditch. Any abandonment of the ditch by Lehi Irrigation Company will be separately documented by Lehi Irrigation Company

J. 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 Field Area of the Property by way of the PI System and 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 Home Area.
2. One new connection from 6800 West, a 2-inch connection that serves the Field Area.

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 Owner's sprinkler systems to the PI system 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 District (conveyed through the Murdock Canal): 1.8 Acre-Feet/2 'D' Shares.

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

b) The Parties acknowledge that the annual yield for the water shares listed in 2(a)1 and 2(a)2 above vary yearly based upon the hydrologic conditions. The annual yield from the shares is dictated by the appropriate company for the given share, neither the City nor the Owner can dictate or influence the annual yield.

c) In the event that the Owner, or Owner's family, determines the water shares and allocations indicated herein are insufficient to water the Field Area, Owner or Owner's family shall be allowed to purchase additional shares and have these shares delivered through the PI System. The delivery conditions, annual yield, use percentages, and other conditions of this agreement will apply to any additional shares. If purchased, these shares will not be required to permanently remain attributed the property. If at a later date, the Owner opts to retract any additional shares, water allocations will revert to the baseline shares detailed herein.

d) 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.

e) 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.

f) 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.
b) 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.

c) 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.

d) 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. Owner is fails to pay irrigation company assessments or fails to direct Lehi Irrigation Company and Highland Conservation District that shares detailed herein are to be routed to Highland City for the purpose of watering the Property, or any other action by the Owner that makes the water unavailable to Highland City for delivery to the Property.
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 55% of the annual water share yield, 3.19-acre feet of water in an average calendar year (or as adjusted by any water rationing or surplus)
c) City shall receive the remaining portion of the annual water share yield being a minimum of 45%, 2.61-acre feet of water in a calendar year (or as adjusted by any water rationing or surplus) for the general use of the City 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

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #8

DATE: July 19, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Rob Patterson, City Attorney

SUBJECT: **ACTION:** Revised Encroachment Policy and Maintenance Agreement

TYPE: **LEGISLATIVE:** Establishment of policies governing the allowable and non-allowable use of City property is a legislative action

PURPOSE:
The City Council will continue its consideration of policies regarding existing and future encroachment by residents onto city-owned property. The City Council will also consider modifications to the standard Maintenance Agreement that allows residents to improve and maintain private landscaping on city-owned property to ensure the Agreement conforms to the Encroachment Policy. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
The City Council has discussed private encroachments on City property on numerous occasions. The Council previously established a committee with Councilmembers Bills and Petersen to provide suggestions to the Council regarding a formal encroachment policy. On April 19, 2022, the City Council considered the draft Encroachment Policy and revised Maintenance Agreement. After discussion, the Council provided suggestions on language in the draft Policy and Maintenance Agreement. In particular, the Council was concerned regarding punitive vs. positive language and the proposed process and criteria for reviewing and allowing encroachments, and asked that the Committee re-evaluate those documents and then come back to the Council for continued review and discussion. The Committee thereafter met and made updates to the documents for Council's review.

BACKGROUND:

<u>POLICY SUMMARY:</u>

1. Background and Purpose

2. Permitted and Prohibited Encroachments

   a. Definitions of 'encroachment', 'public property', and examples of private use of public property.

      i. "'Encroachment' refers to circumstances where a person extends their private property or private uses onto public property or when a person modifies public property without authorization. An encroachment is treating public property as private property."

b. Maintenance Agreements

   i. Pre-2022 Agreements – continued to be honored until they expire under their current terms. After that, can be renewed under current policy and form agreement.

   ii. New Agreements – See proposed revisions to Maintenance Agreement

      1. Council gives initial approval for an agreement with a 5 year term. Agreements require an application fee (proposed at $25) and an improvement plan describing what the resident will do with the City property. City must approve the plan, and unauthorized changes or deviations terminate the agreement.

      2. Staff can authorize additional 5-year terms if the resident has complied with existing agreement. Any disputes regarding compliance or terms are referred to Council.

      3. Maintenance agreements can be restricted or conditioned based on payment of application fees, location of property, availability of city resources, payment of additional water charges, and other conditions that the Council finds appropriate.

3. Encroachment Removal Procedures

   a. Voluntary compliance followed by City-enforced compliance procedures

   b. Removal of private improvements/landscaping and restoration of property to original or natural state is required unless the Council directs otherwise. Remediation/restoration plan must be submitted within 30 days of notice of encroachment/denial of maintenance agreement; plan to be completed within 1 year, unless the Mayor grants extension for good cause.

   c. City retains all rights to its property and to enforce violations of the encroachment policy. Encroachments only permitted if authorized in writing.

AGREEMENT OUTLINE:

Purpose: "the purpose of this agreement is to benefit the city as a whole, not to advantage individual homeowners."

Improvement Plan:

Resident agrees not to install Improvements upon encroached Property until it has submitted an Improvement Plan, paid the fees set by the Council, and obtained written approval from the City. City has the ability to approve or deny any Improvement at its discretion. Improvements must be made within 90 days of approval by the City, unless a longer time is expressly granted.

Restrictions on Improvements:

Trees, grass, vegetation, gardens, etc. are permitted. The maximum irrigable space cannot be more than 2500 square feet. Anything over 2500 square feet must be improved and maintained without requiring irrigation or sprinklers.

Most permanent or large improvements are limited: Boulders, structures, pools, curbing, fire pits, storage, trampolines and play structures, digging, grading, animals and animal enclosures.

Limitations on liability and granted rights

No property rights conveyed, no additional compensation owed to resident other than limited right to use and improve per agreement and approved improvement plan. City retains right to enter and use property at all times.

Term: 5 years, renewable for 5-year terms by staff based on compliance

Termination and Remediation:

Expiration of term, failure to follow improvement plan, restriction on city or public access, or other breach of contract terminates the agreement. On termination, resident must restore the property as directed by the City per policy. If they do not, the City can do it and charge the Resident the cost.

<u>PROPOSED MAINTENANCE AGREEMENT APPLICATION FEE: $25.00</u>

STAFF REVIEW:

Encroachment policy follows City Code regarding use and misuse of public property/open space and retains the City's rights to enforce code and City property rights.

FISCAL IMPACT:

No direct fiscal impact if the Encroachment Policy is adopted. The Policy does provide for a small application fee to cover the cost for the City to review Maintenance Agreements.

COUNCIL ACTION:

The City Council will consider approval or denial of the policy and the proposed new maintenance agreement template.

MOTION TO APPROVE:

I move that City Council approve the Resolution adopting the Highland City Encroachment Policy, the Maintenance Agreement template, and $25 application fee.

MOTION TO DENY:

I move that City Council deny the proposed Policy.

ATTACHMENTS:

1. Draft Resolution
2. Draft Highland City Encroachment Policy
3. Draft Highland City Maintenance Agreement

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

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

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

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

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

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

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

1. The City Council approves and adopts the Highland City Encroachment Policy, which Policy is attached hereto as Exhibit A.

2. The City Council approves and adopts as a template form the Highland City Maintenance Agreement, which template Agreement is attached hereto as Exhibit B, and may be used as set forth in the Policy.

3. The City Council adopts and imposes a $25.00 application and processing fee, to be paid in connection with an application for a Maintenance Agreement.

4. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this ________ day of ______________, 2022.

____
Kurt Ostler, Mayor

ATTESTED:

____
Stephannie Cottle, City Recorder

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

HIGHLAND CITY ENCROACHMENT POLICY

I. BACKGROUND AND PURPOSE

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

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

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

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

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

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

II. PERMITTED AND PROHIBITED ENCROACHMENTS

1. Definitions and Examples

   a. "Encroachment" refers to circumstances where a person extends their private property or private uses onto public property or when a person modifies public property without authorization. An encroachment is treating public property as private property. Most encroachments involve extensions of residential yards, landscaping, and structures into public parks, open space areas, and trail corridors. The only allowed encroachments are those that received prior written authorization from the City by way of a written agreement.

   b. "Public property" refers to property owned by the City. Property being "public" means that it kept by the City for the benefit and use of the public. It does not mean that members of the public have the right to unilaterally or exclusively modify or use the public property for personal purposes. Public property includes parks, trails, city buildings and yards, roads, sidewalks, park strips, and open space areas and remains public even if it is not accessible to or used by most residents.

   c. Private use of public property is regulated by the City in order to ensure that the property remains useful and beneficial for the public. Just as a resident cannot use their neighbor's yard without their neighbor's permission, neither can a resident use the City's property without the City's permission. The following is a non-exhaustive list of the types of illegal encroachments on City-owned property:

      i. Building accessory structures such as garages and sheds or installing retaining walls and fencing;

      ii. Installing above- and below-ground pools, play structures, trampolines, sports equipment, and other recreational equipment or facilities;

      iii. Installing sprinklers, irrigation lines, sodding, landscaping, grading, curbing, and paving;

      iv. Planting trees, shrubs, hedges, creating gardens or planters, and creating or extending yard-like spaces;

      v. Restricting access to or across public property by other members of the public.

2. Maintenance Agreements

   a. The only encroachments that are permitted are those that are specifically authorized by way of a duly authorized Maintenance Agreement.

   b. Maintenance Agreements – Prior to 2022

      i. Highland City has authorized Maintenance Agreements for many residents to allow those residents to encroach onto certain areas of public property. Those residents were required to obtain City approval of "Improvement Plans" that detailed the type and extent of the allowed encroachment. These agreements do not give residents any property interest or exclusive right in or to the public property, nor do they allow residents to exclude others members of the public from the property.

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

c. Maintenance Agreements – 2022 and Beyond

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

ii. Maintenance Agreements may be approved by the City Council based on property circumstances and City needs. The Council may condition Maintenance Agreements on payment of application fees, increased water charges, limitations on allowable uses, and other terms and conditions as the City Council finds are appropriate. No person shall have any right to obtain or enter into a Maintenance Agreement, and the City Council shall have the right, in its sole discretion, to approve or deny a Maintenance Agreement. This Agreement must be recorded with the Utah County Recorder.

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

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

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

III. ENCROACHMENT REMOVAL PROCEDURES

1. Voluntary Compliance

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

2. City-Enforced Compliance Procedures

   a. Notice of Encroachment. The City shall mail a written Notice of Encroachment to the responsible property owner, or to all adjacent owners and residents when the responsible party is not apparent, when the City determines that an encroachment exists. The Notice shall summarize the circumstances and type of encroachment, explain the compliance options and timeframes, contain a copy of this policy, and provide City contact information.

   b. Compliance Options

      i. Removal and Remediation.

         1. Resident shall be required to remove all encroachments and restore property to its original or natural state, unless otherwise authorized by the City Council. The resident must submit and obtain City staff approval of resident's plan for remediating the property within thirty (30) days after receipt of the notice of encroachment or denial of a Maintenance Agreement application.

         2. Restoration must be completed within one (1) year after receipt of the notice of encroachment. Resident shall schedule with the City an inspection of the property after completing the remediation plan. Resident may request an extension as part of their plan for remediating the property, which extensions may be granted by the Mayor for good cause.

      ii. Maintenance Agreement. Resident applies for a Maintenance Agreement within thirty (30) days after receipt of the notice of encroachment. The Agreement may or may not be approved with or without conditions, based on a review of the property at issue and the resident's proposed encroachment, as set forth in this policy. If the Maintenance Agreement is denied, the resident must remove the encroachment and restore the property to its original or natural state.

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

3. <u>No Waiver of Rights</u>

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

MAINTENANCE AGREEMENT

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

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

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

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

TERMS

1. PROPERTY. The Property associated with this Agreement is the city owned property adjacent to Resident's property, specifically described and set forth in Exhibit "A". Property's boundaries shall be established by the City.

2. AUTHORIZATION TO IMPROVE AND MAINTAIN PROPERTY. City authorizes Resident to make certain improvements as described herein ("Improvements") and to maintain the Property in a manner that contributes to the beautification of the City. Resident understands that Improvements and maintenance costs are the responsibility of Resident. City shall not be responsible to reimburse, repair, or maintain any Improvements made by Resident, or to indemnify or otherwise compensate Resident for any damage, loss, or injury caused by the City's or the public's use of the Property. Resident understands the purpose of this agreement is to benefit the city as a whole, not to advantage individual homeowners. Resident agrees and acknowledges that the authorization granted herein is sufficient consideration for this Agreement, and that Resident is not entitled to any other consideration or right pursuant to this Agreement.

3. DUTIES OF RESIDENT. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of Property, and agrees to comply with all laws and City Ordinances in maintaining Property. Resident shall not allow any nuisance, hazard, or unsightly debris upon Property.

4. USE OF PROPERTY. This Agreement does NOT convey any easement, interest, lease or property right to Resident. No use shall interfere with Property's primary purpose as open space or other public uses and purposes, as determined by the City. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. No Highland residents can be barred from using the property, and any attempt by Resident to exclude other residents shall constitute a material breach of this Agreement. Resident's use of Property is non-exclusive. Any uses of Property shall be consistent with a residential character. No commercial uses of the Property are permitted.

5. COVENANT TO RUN WITH THE LAND. This Agreement is intended by the parties to run with the land, and its benefits and obligations, including in particular the obligation to remove improvements after termination of this Agreement, shall inure to and bind the successor-owners of Resident's property. Resident shall record this Agreement with the county recorder's office as against Resident's property to notify future owners and shall pay all fees associated therewith, or Resident shall reimburse the City's cost to record the Agreement against Resident's property, if Resident does not record the Agreement.

6. TERM. The term of this Agreement is for five (5) years from the date Resident pay the applicable fee, the Agreement is approved by the City, the Agreement is executed by both parties, and the Agreement is recorded. The Agreement shall automatically terminate, without notice or recourse, after this initial term or upon the sale or other transfer of Resident's property, unless Resident or the owner of Resident's property requests that the Agreement be renewed. A request for renewal shall require a processing fee, will be reviewed by the City, and may be approved on the same or different terms, as determined solely by the City.

7. TERMINATION. This Agreement may be terminated at any time for any reason by either party, upon written notice to the other party. This Agreement shall also terminate without notice upon the expiration of its term or the sale or other transfer of Resident's property. Upon termination, Resident or the owner of Resident's property shall be responsible for removing without compensation any and all improvements installed by Resident that the City requests be removed. If Resident or the owner of Resident's property fails to remove any such improvements, Resident agrees, for themselves and their successors in interest, that the City may remove the improvements and charge the costs of doing so to Resident or the owner of Resident's property. If the city initiates the termination of the agreement, Resident or the owner of Resident's property shall remove the encroachment within 30 days or as authorized by the City, or have the City remove the same as set forth above.

8. IMPROVEMENT PLAN. Resident agrees not to install Improvements upon encroached Property until it has submitted an Improvement Plan, paid the processing and application fee set by the City Council, and obtained written approval from the City. The Improvement Plan shall show with reasonable detail the planned Improvements and landscape plan. City has the ability to approve or deny any Improvement at its discretion (for general guidelines, *see* 'Permitted and Prohibited Improvements' below). Improvements must be made within 90 days of approval by the City, unless a longer time is expressly granted. If Resident does not follow the approved Improvement Plan, such is considered a material breach of this Agreement and may cause this Agreement to be terminated by City. Resident shall obtain prior City approval of any desired amendments, additions, or changes to the Improvement Plan according to the process set forth in this Agreement.

9. PERMITTED AND PROHIBITED IMPROVEMENTS. The intent of this Agreement is to encourage private initiative and to incentive Resident efforts to beautify City's open space. Both Resident and City benefit from this mutual cooperation. However, City does not want to foster a sense of entitlement on the part of Resident, who does not own or control the Property. To balance these objectives, City has created guidelines to assist all parties in determining what Improvements are appropriate for public open space when it is maintained by a private party. In that spirit, Resident acknowledges that Improvements are intended for the public good, and should not convey the impression that Property is an extension of Resident's own parcel.

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

   A. The maximum irrigatable space cannot be more than 2500 square feet. Anything over 2500 square feet must be improved and maintained without requiring irrigation or sprinklers. Grass and sprinkler systems may only cover up to 2500 square feet of the Property, and any sprinkler or irrigation system may require a heightened water bill as a consequence of their extra water usage

   B. Grass, small vegetation, flowers and bushes, provided they are not be planted in a manner that "fences" off the space from other users.

   C. Desert landscaping

   D. Small gardens

E. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

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

A. Decks

B. Landscape boulders

C. Structures or sheds

D. Swimming pools

E. Curbing

F. Fire pits

G. Storage of personal belongings, tools, equipment, vehicles or trailers

H. Trampolines, children's play structures, swings, or attractive nuisances

I. Any improvement which restricts or limits access to Property

J. Digging other than for sprinkler installation (Resident agrees to not dig unless the Property has been blue staked)

K. Any grading of Property unless approved by City in writing

L. Any Improvement not expressly authorized and approved by City as part of an Improvement Plan

M. Animals or animal enclosures

10. CITY'S RIGHTS UNAFFECTED. Nothing in this Agreement limits the City's or the public's right to and enjoyment of the Property, including access to and right of entry upon Property at any time. City may conduct its own infrastructure and trails maintenance on Property and use Property according to City's needs. City shall not be required to notify Resident prior to entering onto or using the Property.

11. ASSUMPTION OF RISK; HOLD HARMLESS. Resident assumes all responsibility for its use, maintenance, or improvement of Property and agrees to indemnify City for any claims arising out of its use, maintenance or improvement of Property.

12. NOTICES. Any written notice hereunder to Resident shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Resident at its address set forth above or at such other address as may be last known to City.

13. SEVERABILITY. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.

14. INTERPRETATION AND ENFORCEMENT. The laws of the State of Utah shall govern the validity, construction, performance and enforcement of this Agreement.

HIGHLAND CITY	**Attest:**
______________________________	______________________________
CITY ADMINISTRATOR DATE:	CITY RECORDER

RESIDENT

____
NAME:
DATE:

STATE OF UTAH)
: ss.
COUNTY OF __________)

The foregoing instrument was subscribed and sworn to before me this ___ day of ________________ 20____, by ____________________________.

____
Notary Public

RESIDENT

____
NAME:
DATE:

STATE OF UTAH)
: ss.
COUNTY OF __________)

The foregoing instrument was subscribed and sworn to before me this ___ day of ________________ 20____, `by ____________________________.

____
Notary Public

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #9

DATE: July 19, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith
Planner/GIS Analyst

SUBJECT: **RESOLUTION:** Adoption of the Designation of Disposable Properties

TYPE: **LEGISLATIVE:** The Council is acting in a legislative capacity in fulfilling their responsibilities as the Governing Body as defined in the Municipal Code. State Law defines the decision to sell public property as a legislative action. State Law defines the decision to sell public property as a legislative action.

PURPOSE:
The City Council will review and discuss the open space requests that were deferred on November 9th, 2021. The City Council will also consider the adoption of a resolution designating specific parcels of public real property as orphan parcels that may be disposed of. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
At the July 5, 2022 meeting the Council directed staff to place this item on this agenda.

The City Council has reviewed the open space purchase requests in the Beacon Hills Plat I subdivision (Twin Bridges) at three (3) City Council meetings.

On June 15th, 2021, the City Council approved 54 properties for disposal, and deferred 13 requests. The Twin Bridges requests were among these deferred properties.

November 9th, 2021, the City Council reviewed all of the deferred properties during a work session. During the regularly scheduled City Council meeting, the Council considered the adoption of the resolution to dispose of certain open space property. All requests, except for the Twin Bridges properties, were either approved or denied. While reviewing the Twin Bridges requests, Councilmembers discussed the option of using the revenue from the property sales to upgrade the pressurized irrigation (P.I.) system. Selling ten (10) feet from the scrub oak was considered. The Council discussed the need to establish an encroachment policy. The Council requested that staff recommend a boundary that provides reasonable accommodation for the encroachments while still trying to maintain ownership of the scrub oak.

On December 7th, 2021, Staff presented to the Council several sale options (10' from scrub oak, 15' from existing property lines, etc.) along with the associated impact on the P.I. system. The residents requested a determination from the Council of whether they would sell or not, as it had been difficult to come up with property lines that they all agreed on. The Council agreed that they would eventually be willing to sell property, but no determination was made as to how much property would be sold. There was much discussion regarding the encroachments. The Council *continued* the item to a later date. Council Member Brittney Bills and Sarah Petersen would come back with a recommendation as what to do with encroachments.

BACKGROUND:

On June 15th, the City Council passed Resolution 2021-15 Adoption of the Orphan Property Disposal Policy that established a policy for the City Council to follow when considering the disposal of open space property. Below is the list of criteria in the approved policy:

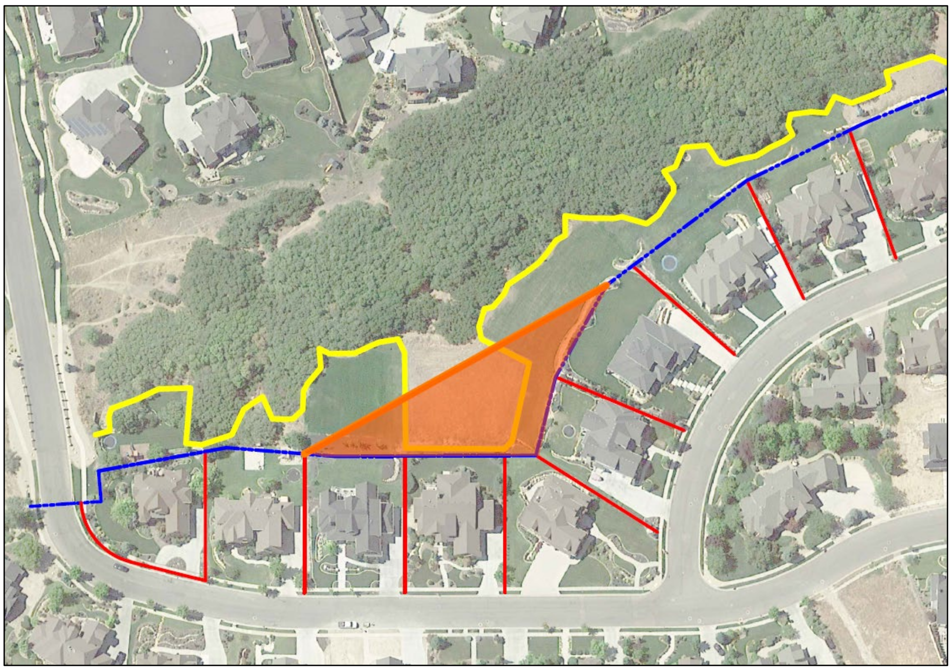
1. The City Council declares that is the policy of Highland City to review and potentially surplus and dispose of real public property owned by the City without the procedures required for significant parcels of real estate, when the property meets the following non-exclusive criteria:
    a. Property should not be disposed of if it is part of a trail corridor, meaning the normal width of the trail and any required buffer areas, unless the Council determines the trail is not used and does not have infrastructure in the ground below;
    b. Property should not be disposed of if it adds to the open space feel of an open space neighborhood;
    c. Property should not be disposed of if there are potential future City needs for the property;
    d. Property should not be disposed of if the transfer of property would result in an increase of irrigable acreage that would unduly strain or burden the City's pressurized irrigation system;
    e. Property should not be disposed of if the transfer of property would result in the creation of orphan parcels;
    f. If property adjacent to a trail is disposed of, the City must be able to maintain ownership of the trail with a five foot buffer on both sides of the trail;
    g. Property to be disposed of should otherwise have issues regarding access, connectivity, usability, and/or location that render the parcels unsuitable for City purposes.
    h. The City Council shall designate by separate resolution those specific properties that are surplus orphan parcels that may be sold in accordance with this resolution and policy.

STAFF REVIEW:

The policy that the City Council adopted includes criteria that “property should not be disposed of if the transfer of property would result in an increase of irrigable acreage that would unduly strain or burden the City’s pressurized irrigation system”.

Staff looked at the impact these property sales could potentially have on the City’s pressurized irrigation (P.I.) system. The City’s consultant engineer that works with the P.I. system did a brief analysis of the existing P.I. system in the Twin Bridges area. See the Attachment #3 for the analysis.

Mayor Ostler and Councilmember Brittney Bills met to discuss the possible disposal of the property. They have recommended that the property in orange be sold as shown below:



COUNCIL ACTION:
The City Council will consider approval or denial of the item.

MOTION TO APPROVE:
I move the Council **ADOPT** the resolution to designate the following parcels as disposable: (the Council will need to draft the specified list).

MOTION TO DENY:
I move the Council **DENY** the resolution.

ATTACHMENTS:
1. Resolution
2. Resolution 2021-15 Adoption of the Orphan Property Disposal Policy
3. Pressurized Irrigation System Analysis

ATTACHMENT 1:

A RESOLUTION DESIGNATING THE FOLLOWING PARCELS OF PUBLIC REAL PROPERTY AS ORPHAN PARCELS THAT MAY BE DISPOSED OF

WHEREAS, the Highland City Council is authorized under State law, Highland City Code 2.44.030, and Highland City resolutions and policies to designate real public property as surplus orphan parcel property that is eligible to be sold, leased, conveyed, and/or otherwise disposed of without the procedures required for significant parcels of real public property;

WHEREAS, the Highland City Council has previously adopted a resolution and policy regarding the designation of property as surplus orphan parcels and now desires to designate certain property as surplus orphan parcels.

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

2. The City Council hereby designates the following parcels of property as orphan parcels that may be disposed of in accordance with Highland City code, resolution, and policy:

    a. Property

    b. Property

    c. Property

PASSED AND ORDERED PUBLISHED by the Highland City Council, July 19, 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	☐	☐

RESOLUTION NO: 2021-15

A RESOLUTION ADOPTING A POLICY REGARDING THE DESIGNATION AND VALUATION OF ORPHAN PARCELS OF PUBLIC REAL PROPERTY

WHEREAS, the Highland City Council is authorized under State law and Highland City Code 2.44.030 to designate real public property as surplus property that is eligible to be sold, leased, conveyed, and/or otherwise disposed of;

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

WHEREAS, the City Council finds that there are parcels of real property owned by the City, called "orphan parcels," that have issues of access, connectivity, usability, and location that render the parcels unsuitable for City purposes

WHEREAS, the City Council finds that these parcels are of a condition and location that normal auction or appraisal efforts difficult or unsuitable for disposing of the property, because such efforts inordinately and disproportionately increase the cost of disposing of the parcels, and there are limited numbers of potential buyers;

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

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

1. The City Council declares that is the policy of Highland City to review and potentially surplus and dispose of real public property owned by the City without the procedures required for significant parcels of real estate, when the property meets the following non-exclusive criteria:
   a. Property should not be disposed of if it is part of a trail corridor, meaning the normal width of the trail and any required buffer areas, unless the Council determines the trail is not used and does not have infrastructure in the ground below;
   b. Property should not be disposed of if it adds to the open space feel of an open space neighborhood;
   c. Property should not be disposed of if there are potential future City needs for the property;
   d. Property should not be disposed of if the transfer of property would result in an increase of irrigable acreage that would unduly strain or burden the City's pressurized irrigation system;
   e. Property should not be disposed of if the transfer of property would result in the creation of orphan parcels;
   f. If property adjacent to a trail is disposed of, the City must be able to maintain ownership of the trail with a five foot buffer on both sides of the trail;
   g. Property to be disposed of should otherwise have issues regarding access, connectivity, usability, and/or location that render the parcels unsuitable for City purposes.
   h. The City Council shall designate by separate resolution those specific properties that are surplus orphan parcels that may be sold in accordance with this resolution and policy.
2. The City Council declares that is the policy of Highland City to determine the valuation of surplus orphan parcels as follows:

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

3. The City Council shall review the orphan parcel properties and valuation annually at a council meeting after the first of the year, and then make any desired additions, removals, or other changes within 30 days after such meeting, after allowing submittals, requests, or comments from the public and other interested persons. The City Council may as part of such review do any of the following:
   a. Designate additional property as surplus;
   b. Cancel or remove the designation of property as surplus;
   c. Update the valuation to reflect more recent or more accurate data; and
   d. Designate different valuation methods for surplus property.
4. Nothing in this resolution and policy, or those resolutions adopted in furtherance of this resolution, shall be construed as an offer of sale by the City of any real property. The disposal of any property designated herein as surplus shall require final approval by the City Council prior to such disposal.
5. Nothing in this resolution and policy shall be construed as establishing a right to have other or additional City-owned property be declared as surplus and disposed of. The City Council reserves the right to review, approve, or deny any request for disposal of other or additional public property as the City Council deems appropriate.
6. Nothing in this resolution and policy shall affect or supersede any existing agreement regarding the sale, lease, exchange, or other disposal of City-owned property.

PASSED AND ADOPTED by the Highland City Council, June 15, 2021

HIGHLAND CITY, UTAH

Rodney W. Mann
Highland City Mayor

ATTEST:

Stephannie Cottle
Highland City Recorder

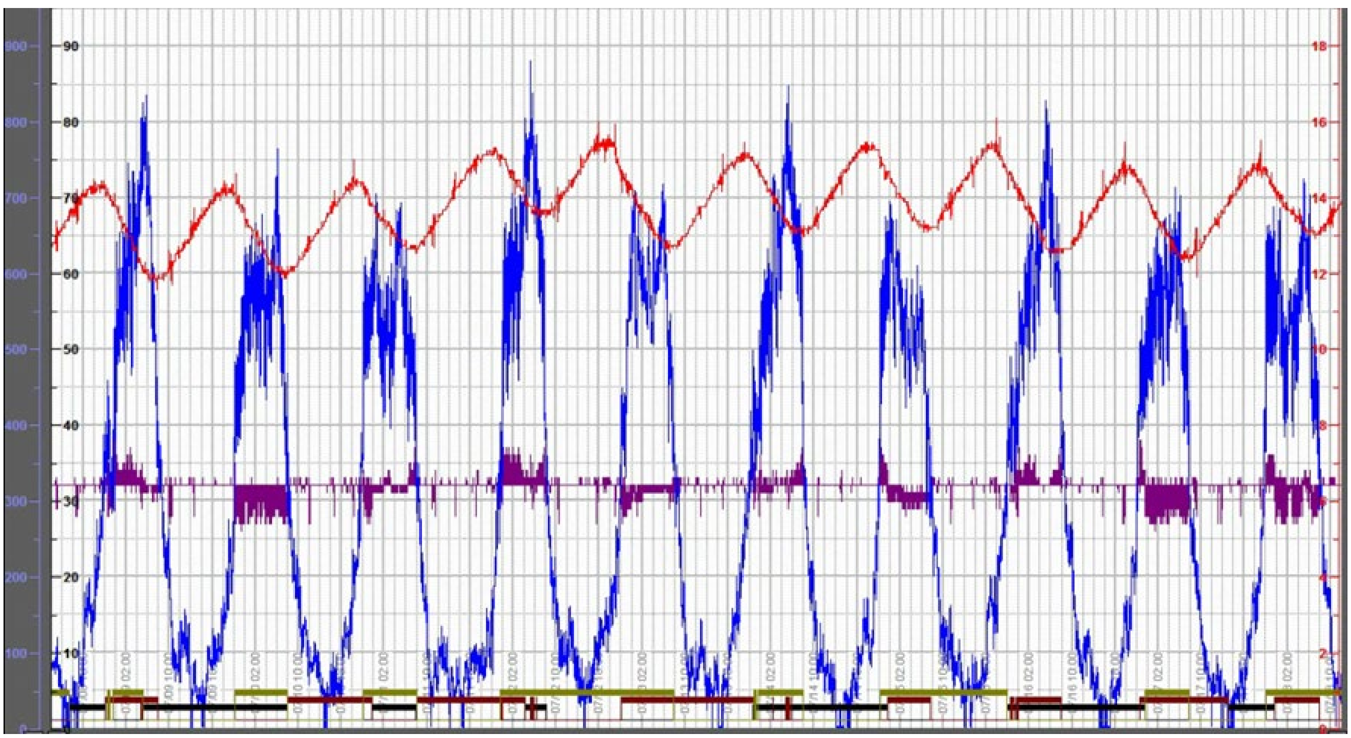
COUNCILMEMBER	YES	NO
Timothy A. Ball	☑	☐
Brittney P. Bills	☑	☐
Kurt Ostler	☑	☐
Kim Rodela	☑	☐
Scott L. Smith	☑	☐

ATTACHMENT #3:

Nathan & Kellie,

I reviewed the PI system that provides Twin Bridges outdoor irrigation water and can provide the following:

- The system is supplied exclusively through an on-demand booster station – Hogs Hollow Pump Station.
- The pump station must meet peak instantaneous demands as there isn't a pond to regulate flows.
- The pump station has 3 pumps with the intent of only using 2 for demands and the other would be standby/emergency.
- The capacity of the station is 690 gpm with 2 pumps and roughly 1000 gpm with all 3 pumps running.
- This last summer the pump station would often run above 800 gpm to meet peak instantaneous demands. The graph below shows flow in Blue for 10 days in the middle of July.



- It appears that there may be approximately 20 more homes added to the system. With the assumption that each home has 0.3 acres of irrigable acreage or 6 irrigated acres total. An additional future peak instantaneous flow of 6 acres*20 gpm/acre = 120 gpm may be expected.
- The addition of the future homes will put the pump station nearer to full capacity and over the 690 gpm capacity of 2 pumps.
- Any additional demands including watering of open space will put more stress on the existing pump station, already running above its 2 pump design.
- There are numerous City open space parcels in the area that have been landscaped with sod by adjacent landowners. This increase of irrigated acreage impacts the pump stations excess capacity.

Options:

- Request residents water during non-peak hours to stretch the pumping curve to an extended time and ‘flatten the curve’.
- Run the station as is. This option likely would decrease pressures so that sprinklers don’t work as intended and cause residents to increase watering times and use more water.
- Replace the pumps to a higher capacity. This may require electrical improvements also. Cost estimate $20k-$50k.

Please let me know if I can provide additional information. I thought to provide some info/facts that you could review. Happy to discuss further in person.

Tavis

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #10

DATE: Tuesday, July 19, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Erin Wells, Assistant City Administrator

SUBJECT: **ACTION:** Contractor Selection for Council Chamber AV Upgrade

TYPE: **ADMINISTRATIVE:** Council is acting in an administrative capacity to select a vendor for a budgeted project.

PURPOSE:
The City Council will select a vendor for the AV upgrade in the City Council chambers.

PRIOR COUNCIL DIRECTION:
On May 3, City Council gave direction for staff to solicit bids on the following repairs and upgrades:

- Replace the non-functional mic
- Fix damaged mic connections causing crackling noise
- Replace the projector
- Update the recording system for better quality and user control
- Replace the dias monitor with individual monitors that have annotating capabilities
- Add a countdown timer on screen for public comments

BACKGROUND:
Council and staff have discussed the idea of making some repairs and upgrades to the audio visual (AV) equipment in the City Council chambers.

Per Council direction, staff solicited bids for the above-mentioned items. The bids received were as follows:

Company	Total Price
E1 Audiovisual Technologies	$62,053.84
GENCOMM	$45,348.00
Marshall Industries	$84,464.42
TVs Pro	$62,637.28

As shown above, GENCOMM's bid is significantly lower than the other companies. Their bid did include all items in the scope of work. In contrast, other companies did not include everything requested. GENCOMM's proposal would also allow us to scale up in the future if the Council were to want to add cameras for example. It is still staff's intention that we continue contracting with Jon Hart to live stream our meetings. He was consulted as a part of this bidding process.

In speaking to GENCOMM about their bid, they indicated they were motivated to receive this contract and as such purposefully bid low. GENCOMM's representative indicated that once a contract was signed, the only potential increases that could occur would be from City requested change orders or fuel surcharge depending on potential inflation in fuel costs. Because GENCOMM's facility is in Draper City, even if fuel surcharges were added, they would be extremely minor and GENCOMM indicated they would likely not be billed.

Staff did a reference check on similar work GENCOMM has performed. Overall Alpine, Eagle Mountain, and Orem cities have been pleased with GENCOMM's work on similar projects in their respective locations. In addition, Highland City staff can attest that GENCOMM's representative has been very professional and good to work with through this bidding process.

Depending on final equipment type selections, GENCOMM estimates that the project can be completed between October 2022 and March 2023.

FISCAL IMPACT:
Council budgeted $50,000 for this project. GENCOMM's bid was for $45,348. Funding for this expense is included in GL 10-43-75 within the FY23 budget.

MOTION TO APPROVE:
I move that the City Council authorize staff to sign a contract with GENCOMM for the Council Chambers AV upgrade for an amount of $45,348.

MOTION TO DENY:
I move that the City Council deny the proposed contract (The Council should provide staff with appropriate direction).

ATTACHMENTS:
1. GENCOMM proposal

Council Chambers AV Upgrade

Highland City

6.23.2022

Shawn Sandberg
Systems Engineer
SSandberg@gencomminc.com
(801) 404-4111
GENCOMM, 12393 S. Gateway Park Place, Suite 400, Draper, UT 84020

State Contract #MA513

Current Situation

Highland City has a beautiful building that hosts several offices as well as the city's Council Chambers. The Council Chambers is currently functional but running on antiquated technology that is not upgradable nor expandable. GENCOMM has included solutions that will enhance the chambers functionality and allow for the city to easily expand and grow along with the city as their needs change.

GENCOMM is a premier design firm with full integration capabilities. Established in 1957 GENCOMM was built upon Passion, Integrity and Excellence. These three values are the foundation for the company. GENCOMM employs degreed and certified engineers for all system designs, degreed and certified IT professionals, and degreed and certified programmers. While uncommon in the industry, these form the basis for the GENCOMM Way, a standard that is uncompromised ensuring customer satisfaction.

Proposal Video Summary

https://drive.google.com/file/d/1L9eJchOJJsj3e69p93NJb1bTmUss8Nny/view?usp=sharing

Similar Scope of Work References

West Jordan City

Robert Allred

IT Director

Robert.Allred@westjordan.utah.gov

(801) 569-5200

Eagle Mountain City

Lianne Pengra

Chief Deputy Recorder

lpengra@emcity.org

(801) 789-6611

Orem City

Ernesto Lazalde

IT Manager

ELazalde@orem.org

(801) 229-7173

Mapleton City

Camille Brown

City Recorder

cbrown@mapleton.org

(801) 806-9106

Alpine City

Shane Sorensen

City Manager

ssorensen@alpinecity.org

(801) 763-9862

Logan City

Jeff Compton

IT Manager

jeff.compton@loganutah.org

(435) 716-9050

Scope of Work

The following proposal includes the plan for the requested AV upgrades and head-end processing. The fee for installation, consulting, training, engineering, programming, and commissioning are included. GENCOMM™ will closely follow the AV9000 standards as set forth by AQAV during the execution of the project.

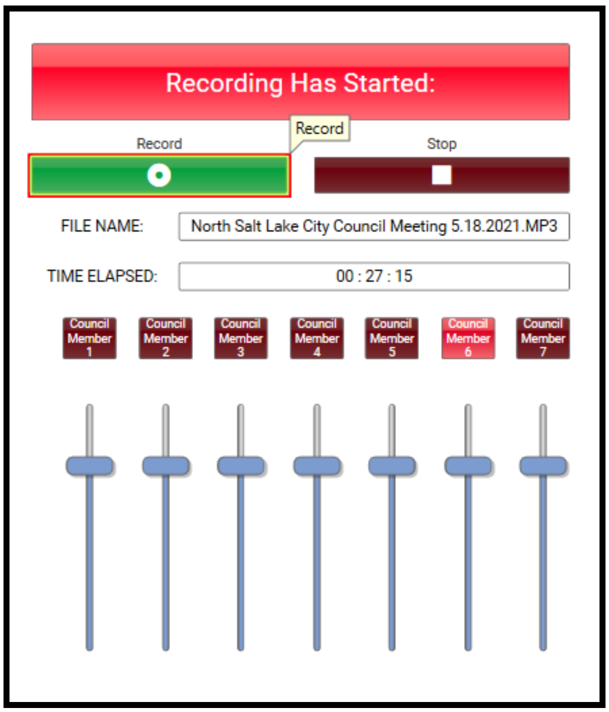
GENCOMM will conduct an initial and ongoing scope development meetings with the city with the goal of defining the following items:

- Review goals, objectives, and desired key outcomes for the project
- Discuss and determine the inclusion and convergence of various design layout options in the planning process and the benefits of each
- Discuss issues, criteria, special considerations, and vital components to be included in the design file
- Develop minimum design standard solution sets
- Determine planning and implementation timelines
- Identify specific deliverables, including technical memorandums
- Establish project communication protocols

Audio and Video System Upgrades

Council Chambers AV Upgrades

Leveraging the processing power of Digital Audio and Control processors. This will replace the existing analog system with a digital system that will allow audio from any video conferencing system over USB. Just plug it in and it works. Recording is no longer reliant on an analog DAC, this system will remove the old DSP and allow for a full digital signal all the way to the record. Record a direct feed from each individual mic, or from groups with multitrack recording, you'll never miss another word on the record. This also has a built-in AEC or Automatic Acoustic Cancellation built into the system. This will allow for Zoom, Teams, or any other conferencing system to use the DSP without feedback in the room. You can still use the built-in Voip to make calls from the touch panel.



The current system has many different parts and manufacturers, Crestron, AMX, Audia, etc. This will replace the current system control and provide a completely new 100% customizable solution that will allow the city to control each mic individually. This will give flexibility to select the source, turn the system on, make a call, start a recording, and anything else the city wants to automate or have control over. This will provide a new touchscreen that can be set with a simple "Start meeting" button that will turn on the mics, start the recording, turn on the projector, ect. This is easy to customize and can be changed as needed to give the city functionality as their needs change.

Video over IP provides an extremely flexible, and highly reliable video system for any situation. Whether using one or one hundred sources, they can easily be routed to any destination. This is the backbone of a good video system that allows flexibility to grow and add sources such as cameras, digital media players, laptops or even mobile devices can be sent to destinations like a projector in the same room or to another display in a conference room for overflow. Whatever the needs, the system can grow and adapt accordingly. Longevity is a key player with these systems and they've been built with future proof technology such as imperceivable latency, 4K resolution, USB transmission, and control built into each device. These video encoders and decoders will also allow for digital snapshots to be shown as previews on the touch screen to ensure that the source being selected is ready for playback. These snapshots show exactly what destinations are getting which video sources. Through the use of incredible control programming, and excellent hardware, frustration free video that "just works" is for any room that needs flexibility and reliability. This equipment is also extremely energy efficient and being fully networked allows GENCOMM to know within seconds of a single device falling offline, unplugged, or otherwise compromised.

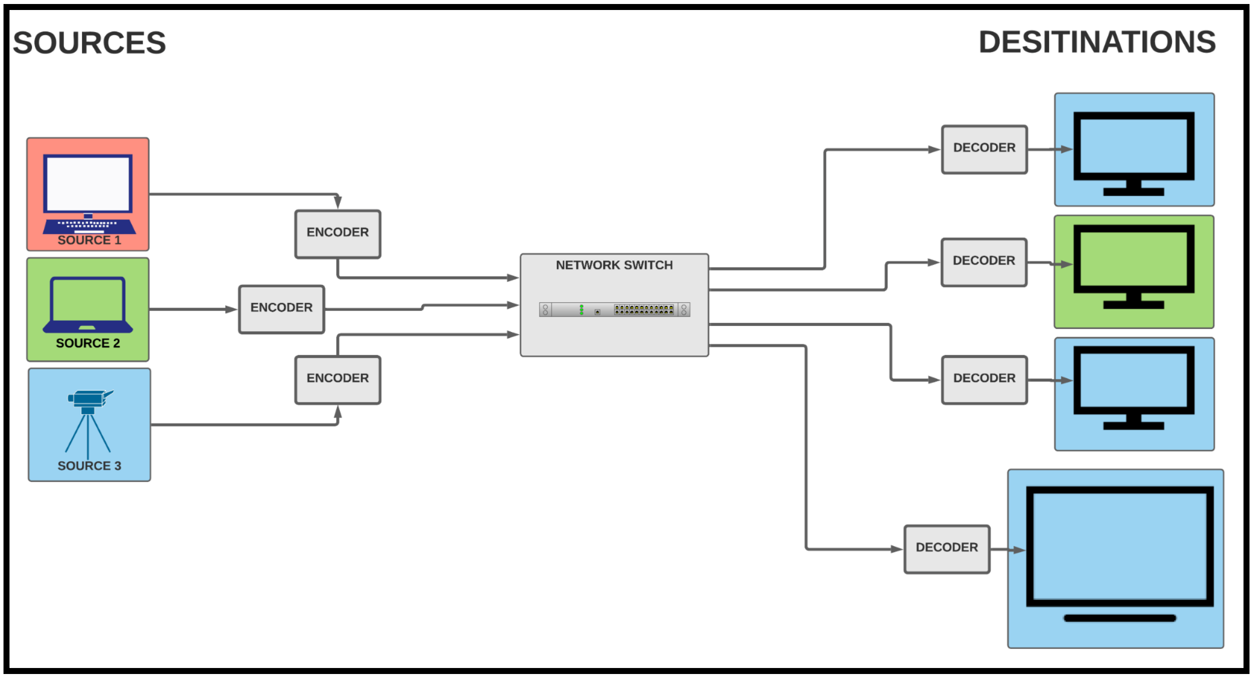
4k Encoders for:

- Clerk PC
- Clickshare
- Dais Input

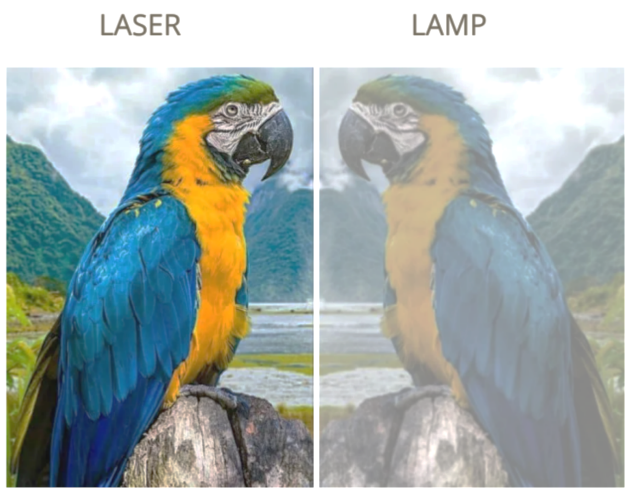
4k Decoders for:

- Projector
- Dias Display

- Both staff end table displays
- Media/camera operator output

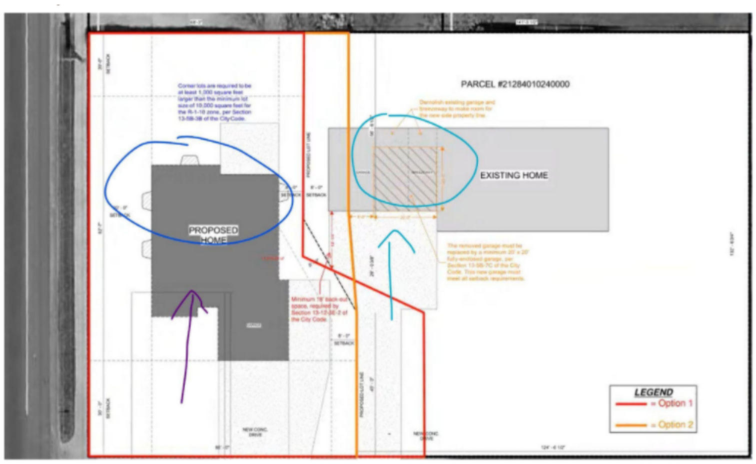


The existing projector is washed out and provides a low contrast ratio making it difficult to read any text especially on white. This makes it difficult for citizens to attend and be informed as it's hard to actually read what is being shown and discussed. A new 7,500 Lumen Laser Projector will allow for a huge quality upgrade and will provide an image 5x brighter and clearer than the existing projector. Laser Projectors don't require maintenance and have a 20,000 hour lifespan without replacing any parts or bulbs. Laser also provides an exceptional contrast at a 50,000:1 ratio. The existing mount will be reused and control will be provided for allowing the system to be turned on with the touch panel controls.

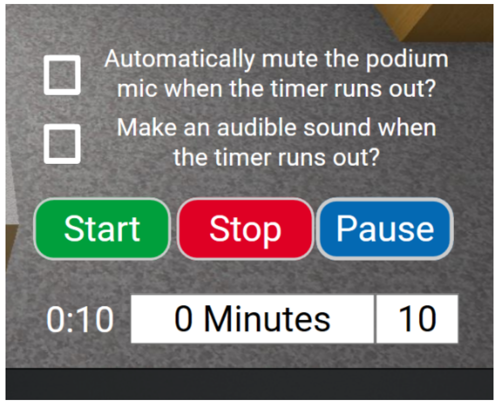


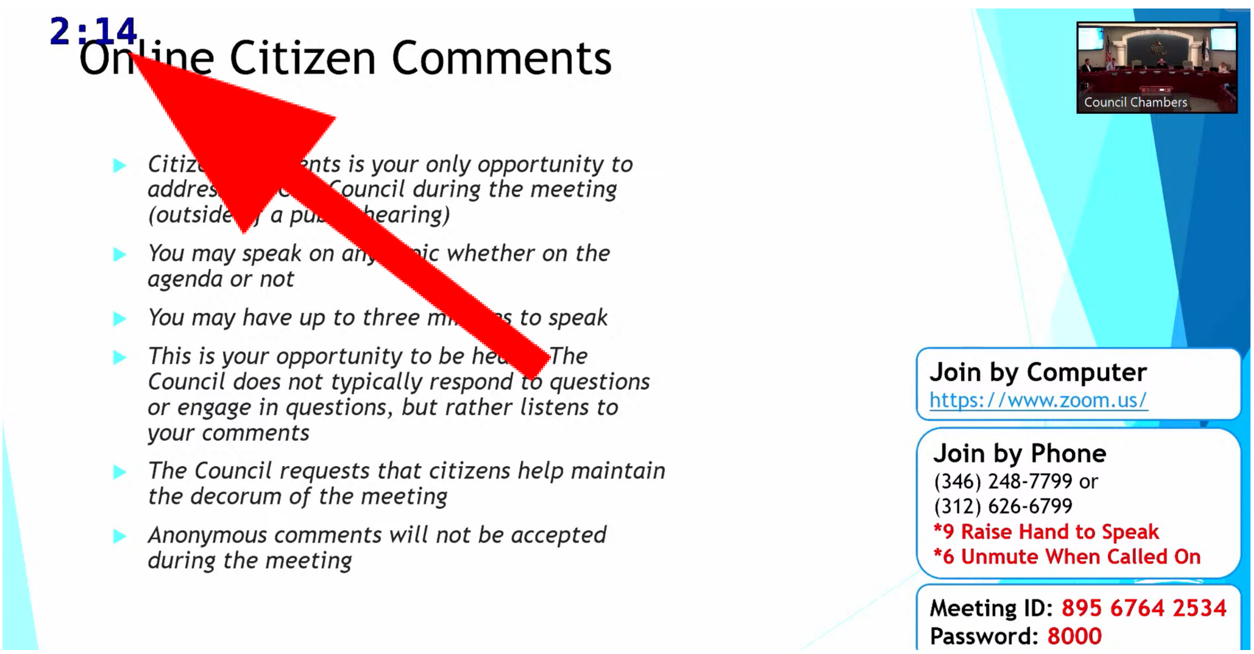
Dias monitors make it easy for each council member to see what is being presented on their own personal display. Just like a computer monitor they are close and easy to read while allowing flexibility to tilt down and still be visible at indirect angles. These monitors are commercial grade at a 16/7 operation and have an extended 5 year warranty. Additionally they have a builtin kickstand that allows them to be adjusted for optimal viewing with a low profile form factor.

Annotation allows for anyone at the dias to use the monitor in front of them as a touch interface and draw over the content shown from the clerk PC. The original content remains unaffected but everyone in the room and on zoom, and youtube will then be able to see in real time the conversation that is taking place. As they each touch the monitor they will show up in different colors and can collaborate with each other so there is no confusion. Planning meetings, or council meetings alike will be able to have a clear picture of what is being discussed and that will be sent in HD perfectly captured to all remote participants. The days of using a camera to record what's shown on a projector are long over. These images can be printed, saved, or recorded with the meeting minutes.



The on-screen text will show up as an overlay. This would make it so anyone in the room or on youtube or even Zoom could see an on screen display of the citizen timer. This would be customized on the touch panel and flash red when getting under 15 seconds.





Four new wireless microphones will be installed along with a receiver and a charging station. This will provide a dock where all the microphones can be placed after each meeting to always ensure that they are fully charged and ready to go.






An additional two wired desktop microphones will be added, one that will replace a broken microphone and another that will be added to the existing wired microphones around the room.

The existing wireless portable microphone will receive an easy to access mic jack so that the portable system can come and go as needed without disruption to any microphones in the room.

All microphone jacks around the room will be tested and fixed as needed GENCOMM will ensure the audio system is setup optimally and will equalize the room finding the rooms harmonic resonant frequencies and notching them out of the room so you have clean audio that doesn’t feedback or cause echo.

Training

A formal system training will be conducted by GENCOMM to the facility's coordinators, technical support and/or other employees that wish to attend. The training will include a half day of the GENCOMM engineer onsite for the formal training as well additional questions the staff has. This time should be sufficient to cover the basics of the system and individual room functionality and how the head-end equipment can be used for more advanced functions.

Services

- Installation of equipment specified above.
- Test for proper installation.
- Training for new equipment.
- Cabling and connectors

Exclusions

- High voltage wiring will need to be performed by a licensed electrician and is not included in this proposal.
- Surface and finish work (i.e. concrete, tile, wallboard, ceiling tile, etc).

Fees and Options

Listed below are the prices for the main system components, any additional options, and warranties.

_______ ACCEPT - $45,348.00 - Council Chambers AV Upgrades

Warranty

GENCOMM™ warrants the system under normal use, to be free of defects in material and workmanship for the period of one (1) year from the date of substantial inspection and will repair or replace at GENCOMM™'s option any equipment to be found defective. Warranty will include telephone support for assistance. Service or repair by an agency or person not authorized by GENCOMM™ renders the warranty void releasing GENCOMM™ from any further responsibility or obligation. The warranty will not apply to damage or deterioration or malfunction resulting from: 1) Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, unauthorized product modification or failure to follow instructions; 2) Problems caused by associated equipment not supplied under this contract; 3) Problems with owner-furnished equipment. Some of the major suppliers of equipment for this project may provide additional warranties that do not apply to GENCOMM™'s warranty.

Please note, extended warranty and annual maintenance are not required and can be removed if desired prior to final contract award. The included standard warranty is 90-days from substantial completion.

Fuel Surcharge:

With respect to the fees charged for transportation of Product by truck, GENCOMM may add a reasonable surcharge to reflect increased fuel costs. The fuel surcharge will be calculated on a monthly basis, using as the base index price, the February 1, 2022 Weekly Retail On-Highway Gas Prices-Averages All Types for Midwest of $3.45 per gallon as set out in the Energy Information Administration - DOE public website, as follows the number of full $0.10 increases of the applicable Weekly Retail On-Highway Diesel Prices-Averages All Types for Midwest as set out in the Energy Information Administration - DOE public website for the month of delivery over $3.45 per gallon. An estimate of 15 gallons per week will apply for each project vehicle. The weekly estimated fuel usage will be adjusted to be specific for this project.

Supply Chain Surcharge COVID-19 Implications:

With respect to the pricing included for all material supply for this project, GENCOMM may add a reasonable surcharge to reflect manufacture price increases. Many manufacturers are implementing product price increases on a quarterly basis. A written document from the manufacturer will be provided to justify the required price adjustment. The current quote for this project is based on **March 1, 2022** manufacturer pricing schedules.

Terms

The total cost for this system package is the sum of the selected options above, amounting to: $______________________. Payment terms must be chosen from one of the following:

- ❑ 30% down with a signed contract, 30% due upon receipt of goods in our warehouse (client may inspect property), monthly progress billing based on work performed, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice.
- ❑ 90% down, and 10% upon project completion, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice.
- ❑ 50% down, and 50% upon project completion, payable within 30 days from date of invoice. A 1.5% monthly interest fee will be assessed for late payments after 30 days from date of invoice.
- ❑ Lease Option. Please discuss this option with your GENCOMM™ representative for monthly payment options. Separate lease agreement required.
- ❑ Credit card. A 1.3% processing fee will be assessed for use of credit cards, or 3% fee for use of American Express. (Note: 100% will be billed on the card upfront unless one of the 30% or 50% options is also selected above)
- ❑ Card Number: ____
- ❑ Expiration Date: _________ / _________ Security Code: _______________
- ❑ Name on Card: ____
- ❑ Billing Address: ____

Proposal is guaranteed for 30 days.

Installation can begin typically six (6) to eight (8) weeks from signed contract being received by GENCOMM™, but is based on availability and cannot be guaranteed.

Owner Acceptance

In accepting this Proposal, Owner agrees to the terms and conditions contained herein including those on the following page. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Owner may issue. Any changes in the system requested by the Owner after the execution of this Agreement shall be paid for by the Owner and such changes shall be

authorized in writing. In accepting this Proposal, Owner agrees to the terms and conditions contained herein including those on the reverse side. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Owner may issue. Any changes in the system requested by the Owner after the execution of this Agreement shall be paid for by the Owner and such changes shall be authorized in writing.

This Agreement is not binding unless approved in writing by an authorized Representative of GENCOMM™. In the event of failure of such approval, the only liability of GENCOMM™ shall be to return to the Owner the amount, if any, paid to GENCOMM™ upon signing of this Agreement.

Owner Signature	Printed Name	Title	Date

GENCOMM BD Signature	Printed Name	Title	Date

GENCOMM Signature	Printed Name	Title	Date

Project and Billing Contact Information

Project Onsite Contact (Scheduling, Access, etc.)	
Name	Phone
E-mail	
Project Address	

Billing Contact	
Name	Phone
E-mail	
Billing Address	

General Provisions

The Contract represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification. The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by GENCOMM™ to fulfill GENCOMM™'s obligations. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by GENCOMM™.

If requested by GENCOMM™, the Owner shall furnish and pay for a survey and a Legal description of the site. Except for permits and fees which are the responsibility of GENCOMM™ under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges. If GENCOMM™ fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct GENCOMM™ in writing to stop the work until the correction is made. If GENCOMM™ defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, with prejudice to other remedies, correct such deficiencies. In such a case, a Change Order shall be issued deducting the cost of correction from payments due GENCOMM™. GENCOMM™ shall coordinate and cooperate with separate contractors employed by the Owner. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

Execution of the Contract by GENCOMM™ is a representation that GENCOMM™ has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. GENCOMM™ shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, GENCOMM™ shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to GENCOMM™ with the Contract Document; and (3) promptly report errors, inconsistencies or omissions, discovered to the Owner. GENCOMM™ shall supervise and direct the Work, using the GENCOMM™'s best skill and attention. GENCOMM™ shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Unless otherwise provided in the Contract Documents, GENCOMM™ shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. GENCOMM™ shall deliver, handle, store and install materials in accordance with manufacturer's' instructions. The Owner shall be responsible to provide the following: (1) All electrical requirements for the project including but not limited to conduit, raceway, back boxes, proper ground wire, proper breakers, etc. (2) Core drilling and penetration of concrete (3) Furniture or building modifications to accommodate contracted equipment unless stated in the Contract. GENCOMM™ shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed. GENCOMM™ shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. GENCOMM™ shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner. GENCOMM™ shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Owner may agree to patch portions of the work as stated in the Contract. GENCOMM™ shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. To the extent permitted by law, GENCOMM™ shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused solely by negligent acts or omissions of GENCOMM™, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. GENCOMM™'s liability shall be limited to actual property damages caused by GENCOMM™. GENCOMM™ shall not be responsible for consequential damages.

After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Change Order shall be a written order to GENCOMM™ signed by the Owner to change the Work, Contract Sum or Contract Time. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

Time limits stated in the Contract Documents are of the essence of the Contract. If GENCOMM™ is delayed at any time in progress of the Work by changes ordered in the Work, or by Labor disputes, strikes, fire, riots, acts of God, unusual delay in deliveries, unavoidable casualties or other causes beyond the GENCOMM™'s control, the Contract Time shall be extended by Change Order for a reasonable time. Owner shall pay for Contract extensions exceeding 90 days. The Owner shall pay schedule compression fees to GENCOMM™ in the event the timeline is accelerated which will include overtime for all personnel associated with the project.

Upon execution of the Contract, the Owner shall make an initial payment of 30% of the Contract Sum. A second payment of 30% will be made upon receipt of the products in our warehouse for this project, (the client is welcome to inspect the material to verify receipt). Afterwards, based on Applications for Payment submitted by GENCOMM™, the Owner shall make progress payments on account of the Contract Sum to GENCOMM™ as provided in the conditions of the Contract as follows: Once each calendar month, the Owner shall make a progress payment to GENCOMM™ on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of each estimate until final completion and acceptance of all Work covered by this Contract: provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to GENCOMM™ thirty (30) days after Substantial Completion of the Work, provided the Work has then been completed, and the Contract fully performed and approved by the Owner. A 1.5% monthly interest charge will be assessed for any payments received after 30 days from date of invoice.

GENCOMM™ warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. GENCOMM™ further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of GENCOMM™'s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. When the Work or designated portion thereof is substantially complete, the Owner and GENCOMM™ shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and GENCOMM™, and shall fix the time within which GENCOMM™ shall finish all items. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Payment.

GENCOMM™ shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. GENCOMM™ shall promptly remedy damage and loss to property caused by GENCOMM™, or by anyone for whose acts GENCOMM™ may be liable.

Neither party to the Contract shall assign the Contract as a whole without written consent of the other. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay. The Contract shall be governed by the laws of the State of Utah.

Intellectual Property. GENCOMM™ owns and retains ownership of all intellectual property, engineering, programming, etc. Any software or system setup written to manage the various systems for the client is owned by GENCOMM™. A conditional use license is granted to the Owner for the equipment installed under this contract. The Client may not backward engineer, copy, or reuse the system design, software, object code, software and other intellectual property created by GENCOMM™.

Software, settings and hardware configuration changes

If owner, owner representative or any other person not authorized by GENCOMM makes changes to software code, settings and/or hardware configuration supplied by GENCOMM, they will assume all responsibility and expenses to restore the software code, settings and/or hardware configuration to specifications outlined in the contract. Any unauthorized changes to software code, settings and/or hardware configuration made will void all warranties outlined in the contract.

The owner shall not solicit, recruit, hire or otherwise employ or retain the employees of the other Party without the prior written consent of the other Party during the term of this Agreement and for two (2) years following the termination or expiration of this Agreement.

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, GENCOMM™ may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages for the entire project.

GENCOMM™ will file a Preliminary Notice (otherwise known as a "Pre Lien") or Mechanic's Lien, as indicated by state where work is carried out, with the Owner, General Contractor or other parties Generally speaking, in order to advise the property owner, and in some states, the owner's general contractor, and construction lender, that GENCOMM™ may have the right to attach a lien to the Owner's property if he or she is not paid for their services. This notice is meant to give the owner an opportunity to insure that GENCOMM™ is paid in full. This is a standard measure, carried out with all contracts to protect the interests of all parties.

If the Owner cancels the Contract prior to the commencement of actual work on the project, the Owner agrees to compensate GENCOMM™ 20% of the value of the contract amount as a cancellation fee to compensate for all work performed in preparation for the project. Any products purchased for the project will be returned to the vendor and all costs associated with return of equipment will be charged to the Client as an additional fee beyond the cancellation fee.

As a condition to this proposal, the Parties agree to execute and accept the terms and conditions of GENCOMM™'s license agreement and the terms of a non-disclosure non-compete as they relate to the work performed on this project.

This Contract falls within the jurisdiction of Salt Lake City, Utah. Any conflict resolution associated with this contract must be held in Salt Lake City, Utah.

If any term or condition of this Contract does not comply with current law, all other terms and conditions remain in full effect and are not voided.

In mutual consideration of the covenants and conditions contained in this Agreement, the Parties additionally agree as follows:

DEFINITIONS.

Confidential Information. "Confidential Information" shall include but not be limited to any facts, opinions, conclusions, projections, data, or trade secrets relating to either Party's work in progress, future work, product marketing, or financial matters transmitted by one Party ("Disclosing Party") to the other Party ("Receiving Party"), in written or other tangible form (including magnetic or optical media), or by oral, visual or other means. If confidential information is disclosed in writing, it must be clearly labeled as "confidential." If it is disclosed orally, the Disclosing Party must summarize the information in writing and confirm that is confidential within 10 days after its oral disclosure to the Receiving Party.

Exceptions to Definition of Confidential Information. Confidential Information as defined in this Agreement shall not include information that:

(i) was known to the Receiving Party without obligation to keep confidential at the date of disclosure by the Disclosing Party;

(ii) is after the date of disclosure acquired by the Receiving Party in good faith from an independent third party who is not subject to any obligation of confidentiality in respect of such Confidential Information;

(iii) was, in its entirety and at the time of its disclosure, in the public knowledge or has become public knowledge during the term of this Agreement otherwise than by reason of the Receiving Party's neglect or breach of this Agreement or any other agreement; or

(iv) is independently developed by the Receiving Party without access to any or all of the Confidential Information.

TERM/TERMINATION/RETURN OF DOCUMENTS.

Term. This Agreement shall begin on the Effective Date and continue in full force and effect for a period of two (2) years on which date this Agreement shall expire and not automatically renew, unless earlier terminated by either Party as set forth herein. Nevertheless, the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement and shall continue for a period of three (3) years.

Termination. Either Party may terminate this Agreement for any reason with five (5) days prior written notice.

Return of Documents. Upon the date of expiration or termination of this Agreement, or at any time during the term of this Agreement upon written request by the Disclosing Party, the Receiving Party shall return or destroy, in the Disclosing Party's sole discretion, all Confidential Information in its possession, including all copies, within five (5) days and provide a written confirmation of the action taken.

DUTY OF NON DISCLOSURE.

Description of Duty. The Receiving Party shall do the following:

(i) keep in strict confidence and in safe custody any Confidential Information disclosed to the Receiving Party by the Disclosing Party, exercising the same duty of care used to maintain as confidential the Receiving Party's own Confidential Information and at a minimum a reasonable duty of care;

(ii) not use or exploit any Confidential Information other than as described herein or as is reasonably necessary for the Purpose;

(iii) not copy or reproduce any or all of the Confidential Information except as is reasonably necessary for the Purpose;

(iv) not distribute, disclose or disseminate Confidential Information to anyone except with the prior written consent of the other party; and

(v) not embody any Confidential Information in other work or otherwise use Confidential Information to develop anything except as provided herein.

Disclosure within Receiving Party. The Receiving Party may only disclose Confidential Information on a need to know basis to its employees.

Disclosure by Law or Regulation. The Receiving Party shall have no such duty to keep Confidential Information where the Receiving Party is required by law, judicial order, the regulations of a government department or agency or other regulatory authority to disclose Confidential Information to a third party, in which event the Receiving Party shall take all reasonable steps to consult and take into account the reasonable requirements of the Disclosing Party in relation to such disclosure. In the event a Secrecy Order pertaining to Confidential Information is issued by the U.S. Patent and Trademark Office, and Confidential Information is disclosed accordingly, the terms of such Secrecy Order shall take precedence over this Agreement. In the event Confidential Information is subject to U.S. export control laws and regulations, Confidential Information shall be disclosed only in compliance with such export laws and regulations.

EXCLUSION OF WARRANTIES/IP INDEMNIFICATION. Neither Party warrants the accuracy or completeness of any Confidential Information. All implied warranties or representations to that effect are hereby excluded. Notwithstanding the foregoing, the Disclosing Party warrants that it possesses sufficient rights to disclose to the Receiving Party as set forth herein any third party intellectual property contained in Confidential Information, and the Disclosing Party shall defend, indemnify and hold harmless the Receiving Party from any claims by third parties of infringement of intellectual property rights or wrongful disclosure arising from use of Confidential Information by the Receiving Party as described herein and as is otherwise reasonably necessary for the Purpose. As a condition to the foregoing indemnity obligations, the indemnified Party (Receiving Party) shall provide the indemnifying Party (Disclosing Party) with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying Party (Disclosing Party) in connection with any such claim. The indemnifying Party (Disclosing Party) shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing and at the indemnifying Party's (Disclosing Party's) expense.

NON TRANSFERENCE OF RIGHTS. Nothing in this Agreement shall be construed as transferring any rights, title or license to Confidential Information, except for use of Confidential Information as described herein or as is otherwise reasonably necessary for the Purpose. All Confidential Information shall at all times remain the property or license of the Disclosing Party.

EQUITABLE RELIEF. The Parties acknowledge and agree that Confidential Information, as well as the intellectual property contained therein, is unique and valuable, and that breach of the terms and conditions herein will result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without posting bond. Any such relief shall be in addition to and not in lieu of any monetary damages.

ASSIGNMENT. Neither Party shall assign or otherwise transfer this Agreement or any rights, duties or obligations under this Agreement without the prior written consent of the other Party.

WAIVER. Any delay or failure by either Party to insist upon strict performance of any term or condition or to exercise any right or remedy provided herein shall not be a waiver of such Party's right to demand strict compliance with that term or condition or right or remedy in the future.

NOTICES. Unless otherwise specified herein, all notices, requests, or consents required to be given in writing hereunder shall be transmitted by facsimile, hand delivered, or mailed, first class, postage prepaid, and addressed as indicated in this document, unless either Party notifies the other Party, in writing, of a change in the addressee:

PUBLICITY. Company/Individual shall not make any news release, public announcement, advertisement or publicity concerning anything under this Agreement without the prior written consent of both Parties.

SEVERABILITY. If any term or condition or portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each remaining term or condition hereof shall continue with full force and effect.

GOVERNING LAW AND VENUE. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Utah, without reference to the principles of conflict of laws. Suit under this Agreement with the exception of suits brought solely for injunctive relief shall only be brought in a court of competent jurisdiction in the State of Utah.

SOFTWARE LICENSE AGREEMENT

This Software License is made by General Communications, Inc, (GENCOMM™), to the Customer as an essential element of the services to be rendered by GENCOMM™ as defined in the system specification and any associated documents and agreement. *System* shall mean the deliverable product as defined in these documents.

Customer and GENCOMM™ agree that this Software License is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties.

SECTION 1 LICENSE GRANT AND OWNERSHIP

GENCOMM™ hereby grants to Customer a worldwide, perpetual, non-exclusive, non-transferable license to all software for Customer's use in connection with the establishment, use, maintenance and modification of the system implemented by GENCOMM™. *Software* shall mean executable object code of software programs and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by GENCOMM™ and accepted by the Customer.

Except as expressly set forth in this paragraph, GENCOMM™ shall at all times own all intellectual property rights in the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Customer for the sole benefit of Customer.

Customer may supply to GENCOMM™ or allow GENCOMM™ to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Customer. All such intellectual property shall remain the exclusive property of Customer and shall not be used by GENCOMM™ for any purposes other than those associated with delivery of the system.

SECTION 2 COPIES, MODIFICATION AND USE

Customer may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of customer and its representatives.

Customer may make no modifications to the software. This Software License confers no right in Customer to license, sublicense, sell, or otherwise authorize the use of the software by any third parties, except in connection with the use of the particular system as part of Customer's business.

All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than GENCOMM™.

SECTION 3 WARRANTIES AND REPRESENTATIONS

GENCOMM™ represents and warrants to Customer that:

It has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Customer.

The goods and services provided by GENCOMM™ under this Software license, including the software and all intellectual property here provided, are original to GENCOMM™ or its subcontractors or partners.

The software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

Throughout the System Warranty Period, the executable object code of software and the system will perform substantially in accordance with the system specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement.

Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of noninfringement of third party intellectual property rights.

SECTION 4 INDEMNIFICATION

GENCOMM™ hereby indemnifies and shall defend and hold harmless Customer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against liability, damages, loss, cost or expense, including but not limited to reasonable attorney's fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by GENCOMM™ infringes or otherwise violates any rights of any such third party.

Customer hereby indemnifies and shall defend and hold harmless GENCOMM™, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorney's fees and expenses, arising out of or in connection with any third party claims that Customer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.

Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the right full to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

SECTION 5 TRANSFER AND TERMINATION

This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original configuration in another location.

GENCOMM™ may terminate this license upon notice for failure to comply with any of terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the software, including all copies and modifications.

ENTIRE AGREEMENT. The foregoing constitutes the entire understanding and agreement between the Parties and shall supersede any prior agreements, written or oral, not incorporated herein. The terms and conditions of this Agreement shall not be amended except by written amendment signed by both Parties.

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #11

DATE: July 19, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Candice Linford, Treasurer & Business Licensing Official
Tyler Bahr, Finance Director

SUBJECT: **AGREEMENT:** Memorandum of Understanding - HEAT Program

TYPE: **ADMINISTRATIVE:** Entering into a contractual agreement is an administrative action.

PURPOSE:
The City Council will consider participation in the State's HEAT program. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
Throughout the process of developing the FY2023 budget, the Council expressed desire for a program to assist residents who are on a fixed income or otherwise struggle to afford rising utility costs. In Council meetings and work sessions on May 3, May 17, and June 6, the Council directed staff to identify such a program.

BACKGROUND:
The Utah Department of Workforce Services manages the Home Energy Assistance Target (HEAT) program which provides year-round energy and water assistance as well as energy and water-related crisis assistance for eligible low-income household throughout the State. Qualified applicants may be eligible for assistance with culinary water, sewer, stormwater, and TSSD utility charges. The program does not cover other utility-related charges such as pressurized irrigation, public safety fee, and road fee.

Eligibility for HEAT assistance is determined as follows:
1. The total household income is at or below 150% of the Federal Poverty Level;
2. The household is responsible for paying home energy costs; and
3. The household contains at least one US citizen or qualified non-citizen.

Residents can apply for the HEAT program by completing an application online, delivering a hardcopy application to a local HEAT office, or calling the HEAT program line. They will be required to provide:
- A copy of their power, heat and water bills
- Proof of ALL income received by all household members in the month prior to the month of application
- Proof of any eligible medical expenses, child support and alimony paid in the month prior to the month of application
- Proof of disability, if applicable

- Additional documentation, if required

If the Council desires to move forward with the program, staff will communicate its availability through the City newsletter, utility bill messages, social media, and the City's website. Once the program is implemented, staff will monitor requests for assistance and evaluate if there is a need to establish additional relief options for charges and fees that are not HEAT eligible.

STAFF REVIEW:

Staff and legal counsel have reviewed and approved the attached Memorandum of Understanding as to form.

FISCAL IMPACT:

Participation in the HEAT program will have no fiscal impact on the City other than potentially assisting residents in paying utility bills more timely.

COUNCIL ACTION:

The City Council will determine whether or not to participate in the HEAT program.

MOTION TO APPROVE:

I move that City Council approve and direct the City Administrator to execute the Memorandum of Understanding with the Utah Department of Workforce Services to participate in the HEAT program.

MOTION TO DENY:

I move that City Council deny the Memorandum of Understanding with the Utah Department of Workforce Services to participate in the HEAT program.

ATTACHMENTS:

1. Memorandum of Understanding

Agreement #________________

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UTAH DEPARTMENT OF WORKFORCE SERVICES
AND
____

This Agreement is entered into between Utah Department of Workforce Services, hereinafter referred to as the Department or DWS, and the organization listed below, hereinafter referred to as Contractor, collectively referenced as PARTIES:

____
Organization

____
Address

______________ __________ ____________
City State Zip

Now therefore, the PARTIES agree as follows:

I. Purpose
DWS and the Contractor shall enter into an Agreement for the purpose of DWS providing water assistance benefits directly to the Water Provider for eligible low-income households.

II. Period of Performance
This Agreement is effective October 1, 2021 through September 30, 2023 unless terminated sooner in accordance with the terms and conditions herein.

III. Termination
DWS may terminate this Agreement without prior notice if deemed necessary because of a requirement of law or policy, failure of the Contractor to comply with the terms of this Agreement, established procedures, or legal requirements. This agreement may be terminated without cause, in writing, with the mutual consent of the PARTIES.

IV. Renegotiation or Modification
This Agreement may be amended, modified, or supplemented only by written amendment to the Agreement, executed by the PARTIES hereto, and attached to the original signed copy of the Agreement.

V. Attachments
The Contractor agrees to comply with the terms of the following attachment(s).
Attachment A: Non-Disclosure Agreement
Attachment B: Water Type Agreement
Attachment C: Water Assistance Program Policy Manual

VI. Monitoring
PARTIES shall permit each other the right of a compliance review to ensure that the provisions of the Agreement are upheld and will maintain a process sufficient to allow an audit of its compliance.

VII. Imposition of Fees
The Contractor will not impose any fees upon clients for services provided under this Agreement except as authorized by DWS.

VIII. Confidentiality and Disclosure
Checks will be sent to the water provider in the mail. The check stub will contain the account numbers for the accounts to which the check should be applied. The Contractor agrees not to use or disclose information other than as permitted under Section I above or required by law. The Contractor acknowledges that § 35A-4-312(7) imposes privacy and confidentiality requirements on information. Penalties, including criminal penalties under § 76-8-1301(4) Utah Code annotated, may be imposed for misuse or improper disclosure of such information.

A. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Contractor and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. The Contractor's employees and volunteers must sign the "Department of Workforce Services Non-disclosure Agreement" (Attachment A).
B. The Contractor shall have sufficient safeguards in place to ensure the information obtained is used only for the purpose disclosed.
C. At the request of DWS, the Contractor shall identify all personnel, by position, authorized to request and receive information.

IX. Equal Opportunity and Non-Discrimination
The Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act, and Title VI of the Civil Rights Act, to the extent they apply to the subject matter of this contract.

X. Protection and Use of Client Records
The use or disclosure by any party, of any information concerning a client for any purpose not directly connected with the administration of the PARTIES' responsibilities under the terms of this Agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian.

XI. Indemnity
IF THE WATER PROVIDER IS A GOVERNMENTAL AGENCY: Both PARTIES to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both PARTIES of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third PARTIES, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will

be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these PARTIES.

IF THE WATER PROVIDER IS A NON-GOVERNMENTAL ENTITY: The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

XII. Contract Jurisdiction, Choice of Law and Venue

The provisions of this Agreement shall be governed by the laws of the State of Utah. The PARTIES will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

XIII. Separability Clause

A declaration by any court, or any other binding legal source, that any provision of this Agreement is unenforceable shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

XIV. Additional Requirements

Provisions incorporated into this Agreement by reference but not attached hereto include all other governmental laws, rules, regulations, or actions applicable to services provided herein.

Contact Information

Department of Workforce Services	Water Provider
Name: Lori Page	Name:
Position: Water Assistance Vendor Specialist	Position:
Phone: 801-526-9924	Phone:
Email: loripage@utah.gov	Email:

This MOU and all documents incorporated by reference constitute the entire Agreement between the PARTIES and supersede all prior negotiations, representations, or Agreements, either written or oral between the PARTIES relating to the subject matter of this MOU.

Signatures and Acknowledgement

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

APPROVED FOR CONTRACTOR:

____

Signature Date

____

Print Name/Title

APPROVED FOR DWS:

____

Casey Cameron, Executive Director Date

ATTACHMENT A

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.

2. The information shall be stored in a place physically secure from access by unauthorized persons.

3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.

4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.

5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

____

Signature Date

____

Print Name

DEPARTMENT OF
WORKFORCE SERVICES

ATTACHMENT B: WATER TYPE AGREEMENT

I. Water Type(s) provided (please check all that apply):

- ☐ Drinking Water
- ☐ Wastewater
- ☐ Stormwater
- ☐ Ground-water

PURPOSE OF ATTACHMENT:

On December 27, 2020, the Consolidated Appropriations Act, 2021 was signed into law. This authorizing legislation included funding in emergency spending to assist low-income households with water and wastewater bills. On March 11, 2021, additional funding was appropriated in the American Rescue Plan Act (ARP) of 2021 in emergency spending to assist low-income households with water and wastewater bills. Eligible households are defined as those meeting the criteria set forth in the Water Assistance Policy Manual (incorporated by reference as *Attachment D*), issued by the Utah DWS Department of Workforce Services, Water Assistance Program. This contract incorporates the requirements that must be met by WATER PROVIDERS as payments are made directly by DWS to WATER PROVIDERS.

SCOPE:

A. DWS will make payments directly to a WATER PROVIDER provided that:

1. WATER PROVIDER charges the household in WATER PROVIDER'S normal billing process.

2. WATER PROVIDER bills the household no more than the cost of the water/wastewater minus the cost of the payments received or expected from DWS.

3. WATER PROVIDER does not discriminate against or treat adversely any eligible household for any reason in relation to terms and conditions of service, sale, credit, delivery, or price, including service charges, reconnection charges and payment plan arrangements due to their participation in the water assistance program.

4. WATER PROVIDER agrees not to discontinue water service for at least 30 days after receiving verification of payment from DWS. Examples of valid water payment verifications will be available upon request from DWS.

5. WATER PROVIDER agrees to waive any security deposit billed to households approved for the Water Program. This does not apply to service initiation fees routinely charged by a WATER PROVIDER to both renters and owners alike as a condition of service.

6. WATER PROVIDER agrees to reconnect the client within 24 hours upon receiving verbal or written commitment of payment from DWS.

7. If a WATER PROVIDER is a utility regulated by the Public Service Commission of Utah, a WATER PROVIDER will supply Water accordance with provisions of Utah residential Utility Service Regulation R746-200, as adopted by the Public Service Commission of Utah.

8. A WATER PROVIDER will ensure that payment by DWS is credited toward the household's water and wastewater costs.

9. If the water assistance benefit was paid in error or if fraud is determined, upon request, the WATER PROVIDER agrees to return the Water Assistance Benefit to DWS.

B. DWS will include a list of eligible households and amounts paid on behalf of households with each warrant paid to a WATER PROVIDER. Those providers accessing the portal will use the portal to help determine to which accounts the funds from the warrant should be applied

C. CREDIT BALANCES

1. If a household discontinues service with a WATER PROVIDER, the WATER PROVIDER must return any water benefit credit remaining on the account to DWS with the Return Funds to State Form.

    a. If the household opens a new water utility account for a Utah address, the WATER PROVIDER may transfer the remaining credit balance directly to the new WATER PROVIDER without notifying DWS.

b. a WATER PROVIDER may not return credit balances directly to the client.

D. In the event a WATER PROVIDER erroneously returns funds to DWS, DWS shall remit such funds to the WATER PROVIDER within 30 days after a determination that such return was in error.

E. RELEASE OF INFORMATION:

1. The WATER PROVIDER named above is a Retail Water Provider who represents and warrants that it is authorized to receive payment from DWS on behalf of a customer determined by DWS under the Water Assistance Guidelines to be an eligible Water Assistance applicant. A WATER PROVIDER will, with reference to an eligible Water Assistance applicant:

   a. Upon verbal or written request from DWS, provide at no cost to DWS the eligible Water Assistance applicant's billing and usage history for the previous twelve (12) months. A WATER PROVIDER will transmit such billing history via electronic mail or facsimile by requested date each year.

   b. WATER PROVIDER agrees to provide relevant account information including account balance, utility number, and a copy of recent utility bills when requested by DWS.

AGENDA

HIGHLAND CITY

The following documents support discussions in the Mayor/Council and Staff Communication Items section

PROPOSAL FOR:

HIGHLAND CITY
GENERAL FUND CFSP UPDATE AND CAPITAL FACILITY FINANANCE PLAN

JULY 2022

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

PROPOSED **WORK PLAN**

Highland City ("City") commissioned Lewis Young Robertson & Burningham, Inc. ("LYRB") to create a Comprehensive Financial Sustainability Plan ("CFSP") related to the City's General Fund, which was completed in 2019. The CFSP provided a framework for the City to address potential structural deficiencies in the City's financial operations. The CFSP modeled revenues, expenditures, capital improvement needs and tax rate analysis to ensure sufficient revenues to cover all operations and capital needs while maintaining a fund balance of 20 percent of General Fund revenues.

The City has request LYRB update this analysis to address changes in operational and capital needs and account for revenue changes as a result of recent initiatives (e.g., changes to public safety fees, property tax rate, transportation revenues, etc.). LYRB has identified the following tasks to achieve this objective.

TASK 1: PROJECT INITIATION & KICK-OFF MEETING

The project initiation or "kick-off" meeting provides an opportunity for LYRB to understand, in detail, all relevant issues & establish the appropriate lines of communication. This meeting also **establishes consensus** around the key issues that affect the City and the studies at hand. LYRB staff will utilize this meeting to help City staff begin the process of gathering and reviewing planning information, growth projections, historic demands, future capital project needs and financial information related to the General Fund.

LYRB will help the City develop key financial and management policies that will ensure implementation of the plan, provide financial benchmarks such as cash reserves, debt service coverage ratios, and describe key management policies such as including inflationary increases each year, and the schedule of plan updates. LYRB will start working immediately with the City to evaluate the City's situation, discuss strengths or weaknesses with possible funding alternatives, and define policies that will best fit the City's needs.

TASK 2: COORDINATION WITH STAFF REGARDING CAPITAL NEEDS AND NEW EXPENDITURES

LYRB will coordinate with each department head regarding new/updated expenditures, revenue assumptions, and proposed new capital projects and answer questions that may arise through the initial phase of this project. In order to reduce costs, LYRB anticipates City staff will complete much of the legwork related to gathering the list of capital projects. With this data, LYRB will update the existing financial model.

TASK 3: EXPENDITURE EVALUATION

LYRB will update the pro forma of all new expenditures for each department head. Utilizing historic financial information and budgets, as well as interviews with City staff and the previous model, LYRB will project the annual expenditures for a ten-year planning horizon. Expenditures may include the following: operation and maintenance expenses, annual replacement costs, new capital needs, and/or debt service costs. The anticipated effects of inflation during the study period will be factored into the calculations. The funding of depreciation, which is traditionally a non-cash item, will also be evaluated. Funding a capital repair and replacement budget, or depreciation, can reduce the City's need to issue debt and therefore decrease future interest expense.

TASK 4: DEVELOP REVENUE PROJECTIONS

Using the 2019 report and model as a starting point, LYRB will develop a revenue model to forecast revenues for a ten-year period. This information will be generated based upon existing revenue sources consistent with historic trends. LYRB will forecast available revenues to fund operations and proposed capital needs, determine any deficiencies, and establish base service measurements. Additional considerations include new property tax revenues, expiration of CRAs, sales tax revenue growth, and other recent policies adopted by the city council.

TASK 5: FINANCING PLAN

From the findings of the baseline analysis, LYRB will develop a financing plan that will ensure revenue sufficiency within the General Fund and for proposed capital projects under a cash approach as well as a bonding approach to optimally use City resources. It is important to note that future bonding scenarios will be evaluated based on generalized assumptions and cumulative funding needs rather than attempting to structure multiple individual bond series. It is anticipated that as the City approaches the actual construction year of projects, more detailed bonding scenarios will be developed.

The resulting analysis will provide the City with an estimate of year-end fund balances and revenues available for debt service payments and capital repair, while ensuring equity and maintaining the necessary debt service coverage ratios.

The ultimate outcome of this Task will be an update to the existing cash flow model and scenario tool. LYRB will also work with the City to account for capital outlay funds that are already obligated or planned for future use. This will help provide a more accurate forecast of the funds available for new projects into the future.

TASK 6: REVIEW FINDINGS

After preparing the preliminary scenario in Task 5, LYRB will meet with key staff to review and receive comments. During this meeting LYRB will:

- Review a summary of the model inputs and assumptions;
- Review the estimated revenue forecast under the baseline model;
- Review the timing of future capital improvements, the inclusion of depreciation, and how this affects revenue sufficiency;
- Review the impact of all model inputs on the debt service coverage ratio;
- Evaluate needed revenues, including bonding scenarios, to fully fund proposed capital facilities;
- Evaluate the prioritization and timing of projects relative to revenues generated; and,
- Evaluate next steps and establish consensus regarding project finalization.

Likely outcomes of Task 6 will be the development of additional scenarios to be modeled.

TASK 7: UPDATE/ADDITIONAL SCENARIOS

After receiving feedback in Task 6, LYRB will update the model and prepare additional scenarios for the City to review. Once these are accepted by key staff, LYRB will review with additional City officials as needed.

TASK 8: DOCUMENTATION AND PRESENTATION

Based upon the needs and desires of the City, LYRB will prepare a report that documents the methodology, assumptions and findings of this analysis. LYRB will prepare an informational presentation for City staff, elected officials and/or the public. LYRB's scope includes two (2) formal presentations of all findings and recommendations.

PROPOSED FEES

The total combined price for the services provided as defined in this Scope of Work is not anticipated to exceed **$14,000** based on the hourly assumptions shown below. Due to the ambiguity inherent in projects of this nature, LYRB will provide any cost adjustments in writing to the City and identify the cause of any added expense. Costs that exceed the proposed scope will not be assessed until mutually agreed upon.

Tasks	Senior Analyst	Analyst	Total Hours	Fee per Task
Task 1: Project Initiation & Kick-off Meeting (Virtual)	1.50	-	1.50	$300
Task 2: Coordination with Staff Regarding Capital Needs & New Expenditures	15.00	3.00	18.00	$3,480
Task 3: Expenditure Evaluation	6.00	3.00	9.00	$1,680
Task 4: Develop Revenue Projections	7.00	3.00	10.00	$1,880
Task 5: Financing Plan	7.00	-	7.00	$1,400
Task 6: Review Findings (Virtual)	4.00	-	4.00	$800
Task 7: Update/Additional Scenarios	6.00	2.00	8.00	$1,520
Task 8: Prepare Final Document	6.00	2.00	8.00	$1,520
Task 9: Final Presentation (in Person)	4.00	-	4.00	$800
Total	**56.50**	**13.00**	**69.50**	**$13,380**

PROPOSAL FOR:
HIGHLAND CITY
PARK IMPACT FEE AMENDMENT

JULY 2022

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

LYRB presents our scope and fee to assist in the process of amending and updating the Highland Park Impact Fee Facilities Plan and Impact Fee Analysis completed in 2020. **Our fee to complete the proposed scope of services is a not-to-exceed fee of $3,500. Details related to our proposed scope and fee can be found below.**

The following represents the proposed cost to update the above-mentioned document for the City. This scope does not include a full revision of the impact fees as it relates to demand, excess capacity, or level of service assumptions. If additional analysis is required for these components of the analysis, LYRB will provide an updated cost and scope to complete the additional work.

	Parks IFFP & IFA Amendment	**Cost**	**Hours**
Task 1	Coordinate with Staff	$600	3.00
Task 2	Update Impact Fee Models with Revised Assumptions	$800	4.00
Task 3	Update Financing Structure for Future Capital Project Needs	$200	1.00
Task 4	Identify Proportionate Share of Impact Fee Eligible Capital Facilities	$400	2.00
Task 5	Amend Revised Impact Fee Schedules	$400	2.00
Task 6	Preliminary Findings Meeting (1 Meeting)	$400	2.00
Task 7	Assist with Noticing Process	$100	0.50
Task 8	Provide Final IFA Amendment	$600	3.00
	Total Hours		**17.50**
	Cost Estimate		**$3,500**

If this proposal is acceptable, please sign and date below.

Thank you for your consideration,

Fred Philpot
Vice President/COO
Lewis Young Robertson & Burningham, Inc.

Acceptance Date

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COUNCIL					
10-41-11	SALARIES/WAGES	1,935.04	25,747.50	25,155.00	(592.50)	102.4
10-41-13	EMPLOYEE BENEFITS	376.54	4,918.84	4,400.00	(518.84)	111.8
10-41-21	PROFESSIONAL ORG. MEMBERSHIPS	.00	26,076.83	25,000.00	(1,076.83)	104.3
10-41-22	PUBLIC NOTICES	88.93	2,031.83	3,500.00	1,468.17	58.1
10-41-23	MILEAGE REIMBURSEMENT	.00	.00	400.00	400.00	.0
10-41-28	TELEPHONE	.00	.00	.00	.00	.0
10-41-31	PROFESSIONAL SERVICES	.00	14,806.00	22,300.00	7,494.00	66.4
10-41-33	CONTINUING EDUCATION	.00	1,755.00	1,500.00	(255.00)	117.0
10-41-51	INSURANCE & BONDS	.00	.00	.00	.00	.0
10-41-54	CONTRIBUTIONS	.00	.00	.00	.00	.0
10-41-55	OVERHEAD ALLOCATION	.00	.00	.00	.00	.0
10-41-56	LEGAL SETTLEMENTS	.00	.00	.00	.00	.0
10-41-60	YOUTH CITY COUNCIL	13.84	(257.33)	6,500.00	6,757.33	(4.0)
10-41-61	MISC. SUPPLIES & EXPENSES	3,741.95	27,775.68	68,800.00	41,024.32	40.4
10-41-62	COUNCIL APPROPRIATIONS	.00	52,300.00	18,000.00	(34,300.00)	290.6
10-41-63	ECONOMIC DEVELOPMENT	.00	.00	3,500.00	3,500.00	.0
10-41-64	HIGHLAND HISTORICAL SOCIETY	.00	100.00	100.00	.00	100.0
	TOTAL COUNCIL	6,156.30	155,254.35	179,155.00	23,900.65	86.7
	COURT					
10-42-11	SALARIES/WAGES	5,272.07	67,942.25	76,916.00	8,973.75	88.3
10-42-12	OVERTIME	.00	.00	.00	.00	.0
10-42-13	EMPLOYEE BENEFITS	759.04	9,672.82	11,114.00	1,441.18	87.0
10-42-15	PART-TIME EMPLOYEE	.00	.00	.00	.00	.0
10-42-21	PROFESSIONAL ORG. MEMBERSHIPS	.00	.00	700.00	700.00	.0
10-42-22	PROSECUTOR	1,360.91	15,452.42	18,000.00	2,547.58	85.9
10-42-23	MILEAGE REIMBURSEMENT	.00	.00	500.00	500.00	.0
10-42-24	OFFICE SUPPLIES & POSTAGE	.00	602.18	1,200.00	597.82	50.2
10-42-25	WITNESS FEES	.00	.00	1,000.00	1,000.00	.0
10-42-26	TECHNICAL MANUALS & CODE BOOKS	198.36	270.60	650.00	379.40	41.6
10-42-27	CREDIT CARD FEES	637.72	8,236.23	7,000.00	(1,236.23)	117.7
10-42-28	UNIFORMS	.00	.00	.00	.00	.0
10-42-30	ALPINE FINE REIMBURSEMENT	3,000.00	40,392.23	30,000.00	(10,392.23)	134.6
10-42-31	VICTIM RESTITUTION FUND	5,348.65	40,249.31	50,000.00	9,750.69	80.5
10-42-32	RESTITUTION FUND EXPENSE	.00	.00	.00	.00	.0
10-42-33	CONTINUING EDUCATION	.00	141.65	2,000.00	1,858.35	7.1
10-42-34	PUBLIC DEFENDER	550.00	17,675.19	30,000.00	12,324.81	58.9
10-42-35	COURT INTERPRETER	.00	372.00	1,200.00	828.00	31.0
10-42-36	COURT BAILIFF/SECURITY	.00	.00	8,800.00	8,800.00	.0
10-42-74	CAPITAL OUTLAY-EQUIPMENT	13,909.92	13,909.92	7,500.00	(6,409.92)	185.5
10-42-75	INTERNAL SERVICE IT EXPENSE	.00	.00	1,745.00	1,745.00	.0
	TOTAL COURT	31,036.67	214,916.80	248,325.00	33,408.20	86.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATIVE					
10-43-10	SALARIES	.00	.00	.00	.00	.0
10-43-11	SALARIES/WAGES	7,886.33	101,664.23	104,922.00	3,257.77	96.9
10-43-12	OVERTIME	4.13	35.12	.00	(35.12)	.0
10-43-13	EMPLOYEE BENEFITS	4,175.35	52,827.60	52,386.00	(441.60)	100.8
10-43-14	MERIT PAY INCREASE & BENEFITS	.00	.00	.00	.00	.0
10-43-15	PART-TIME EMPLOYEE	1,398.02	6,278.92	.00	(6,278.92)	.0
10-43-20	PERSONNEL ADVERTISING	.00	.00	.00	.00	.0
10-43-21	PROFESSIONAL ORG. MEMBERSHIPS	1,764.00	3,189.00	2,000.00	(1,189.00)	159.5
10-43-22	PUBLIC NOTICES	.00	2,350.59	.00	(2,350.59)	.0
10-43-23	MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
10-43-24	OFFICE SUPPLIES	1,516.91	13,693.95	14,000.00	306.05	97.8
10-43-25	EQUIP.-SUPPLIES & MAINTENENCE	919.08	4,246.15	4,000.00	(246.15)	106.2
10-43-26	PERSONNEL RECRUITMENT	.00	907.37	1,000.00	92.63	90.7
10-43-27	NEWSLETTER PRINTING	615.96	7,526.41	6,000.00	(1,526.41)	125.4
10-43-28	TELEPHONE	1,604.94	18,552.99	19,500.00	947.01	95.1
10-43-29	WEBSITE	.00	6,826.22	7,000.00	173.78	97.5
10-43-30	CAR ALLOWANCE	369.22	4,799.86	4,800.00	.14	100.0
10-43-31	PROFESSIONAL & TECHNICAL/IT	2,950.00	35,170.00	36,000.00	830.00	97.7
10-43-32	POSTAGE	1,000.00	6,000.00	5,000.00	(1,000.00)	120.0
10-43-33	CONTINUING EDUCATION	95.00	3,900.10	4,000.00	99.90	97.5
10-43-34	BUILDING MAINTENANCE	16,157.64	86,970.38	70,000.00	(16,970.38)	124.2
10-43-35	BUILDING UTILITIES	3,347.00	43,510.63	45,000.00	1,489.37	96.7
10-43-36	BUILDING LEASE PAYMENT	.00	.00	.00	.00	.0
10-43-37	TECHNICAL MANUALS & CODE BOOKS	.00	60.00	300.00	240.00	20.0
10-43-38	UNIFORMS	.00	249.99	200.00	(49.99)	125.0
10-43-39	SAFETY COMMITTEE	499.58	7,305.48	5,600.00	(1,705.48)	130.5
10-43-40	MASS NOTIFICATION SYSTEM	.00	7,503.70	3,745.00	(3,758.70)	200.4
10-43-41	PHONE REIMBURSEMENT	166.14	2,184.29	2,160.00	(24.29)	101.1
10-43-47	SUPPLIES & EXPENSES-MAYOR	.00	.00	.00	.00	.0
10-43-48	SUPPLIES & EXPENSES OPER MGR	.00	.00	.00	.00	.0
10-43-49	SUPPLIES & EXPENSES CITY ADM	8.04	303.18	2,000.00	1,696.82	15.2
10-43-50	COVID-19 EXPENSES	.00	.00	.00	.00	.0
10-43-51	INSURANCE & SURETY BONDS	.00	57,869.07	63,007.00	5,137.93	91.9
10-43-52	BOND CONTINUING DISCLOSURE FEE	.00	.00	.00	.00	.0
10-43-53	INTEREST	.00	.00	.00	.00	.0
10-43-54	CONTRIBUTIONS	.00	.00	.00	.00	.0
10-43-55	STATE UNEMPLOYMENT PAYMENTS	.00	.00	.00	.00	.0
10-43-60	OVERHEAD ALLOCATION	.00	.00	.00	.00	.0
10-43-61	MISCELLANEOUS SUPPLIES	99.00	314.01	500.00	185.99	62.8
10-43-62	MISCELLANEOUS SERVICES	.00	.00	.00	.00	.0
10-43-74	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.0
10-43-75	CAPITAL OUTLAY-SPECIAL PROJ	.00	.00	.00	.00	.0
10-43-79	CAPITAL OUTLAY-IT	.00	.00	.00	.00	.0
10-43-80	TEMP BUILDING/MOVE	.00	.00	.00	.00	.0
10-43-81	MODULAR BUILDING LEASE	.00	.00	.00	.00	.0
10-43-82	INTERNAL SERVICE IT EXPENSE	.00	.00	12,027.00	12,027.00	.0
	TOTAL ADMINISTRATIVE	44,576.34	474,239.24	465,247.00	(8,992.24)	101.9

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	AUDITOR					
10-45-31	PROFESSIONAL & TECHNICAL SERV	.00	12,500.00	20,000.00	7,500.00	62.5
10-45-32	OVERHEAD ALLOCATION	.00	.00	.00	.00	.0
	TOTAL AUDITOR	.00	12,500.00	20,000.00	7,500.00	62.5
	FINANCE DEPT					
10-46-11	SALARIES/WAGES	9,104.72	125,830.28	114,050.00	(11,780.28)	110.3
10-46-12	OVERTIME	.00	113.31	250.00	136.69	45.3
10-46-13	EMPLOYEE BENEFITS	1,856.46	29,360.10	41,996.00	12,635.90	69.9
10-46-21	PROFESSIONAL ORG. MEMBERSHIPS	.00	190.00	1,600.00	1,410.00	11.9
10-46-23	MILEAGE REIMBURSEMENT	.00	335.80	1,125.00	789.20	29.9
10-46-24	OFFICE SUPPLIES & POSTAGE	.00	24.12	500.00	475.88	4.8
10-46-25	OVERHEAD ALLOCATION	.00	.00	.00	.00	.0
10-46-26	TECHNICAL MANUALS & CODE BOOKS	.00	.00	150.00	150.00	.0
10-46-28	PHONE REIMBURSEMENT	152.32	2,464.84	2,800.00	335.16	88.0
10-46-29	UNIFORMS	.00	433.62	400.00	(33.62)	108.4
10-46-33	CONTINUING EDUCATION	.00	896.31	3,500.00	2,603.69	25.6
10-46-74	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.0
	TOTAL FINANCE DEPT	11,113.50	159,648.38	166,371.00	6,722.62	96.0
	RECORDER					
10-47-11	SALARIES/WAGES	3,669.26	49,196.26	47,706.00	(1,490.26)	103.1
10-47-12	OVERTIME	589.47	2,026.59	4,000.00	1,973.41	50.7
10-47-13	EMPLOYEE BENEFITS	2,318.60	29,447.85	28,069.00	(1,378.85)	104.9
10-47-14	PART-TIME TRANSCRIPTIONIST	475.00	5,625.00	8,000.00	2,375.00	70.3
10-47-21	PROFESSIONAL ORG. MEMBERSHIPS	60.00	60.00	450.00	390.00	13.3
10-47-22	ELECTION	5,683.81	59,350.86	70,000.00	10,649.14	84.8
10-47-23	MILEAGE REIMBURSEMENT	.00	85.91	1,000.00	914.09	8.6
10-47-24	OFFICE SUPPLIES & POSTAGE	.00	.00	.00	.00	.0
10-47-28	SOFTWARE LICENSES AND MAINT.	.00	762.25	16,000.00	15,237.75	4.8
10-47-29	PHONE	83.06	581.42	1,080.00	498.58	53.8
10-47-30	UNIFORMS	.00	18.26	100.00	81.74	18.3
10-47-31	CODIFICATION	.00	1,500.00	1,500.00	.00	100.0
10-47-33	CONTINUING EDUCATION	.00	2,307.41	2,000.00	(307.41)	115.4
10-47-74	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.0
	TOTAL RECORDER	12,879.20	150,961.81	179,905.00	28,943.19	83.9

HIGHLAND CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TREASURER					
10-48-11	SALARIES/WAGES	2,278.08	28,658.12	29,595.00	936.88	96.8
10-48-12	OVERTIME	439.53	706.30	250.00	(456.30)	282.5
10-48-13	EMPLOYEE BENEFITS	1,651.85	20,302.23	20,087.00	(215.23)	101.1
10-48-21	PROFESSIONAL ORG. MEMBERSHIPS	.00	216.00	300.00	84.00	72.0
10-48-23	MILEAGE REIMBURSEMENT	.00	195.89	250.00	54.11	78.4
10-48-24	OFFICE SUPPLIES & POSTAGE	.00	.00	.00	.00	.0
10-48-25	TREASURER BOND	.00	.00	.00	.00	.0
10-48-26	OVERHEAD ALLOCATION	.00	.00	.00	.00	.0
10-48-28	TELEPHONE	46.16	716.48	600.00	(116.48)	119.4
10-48-30	UNIFORMS	.00	64.10	100.00	35.90	64.1
10-48-31	LEGAL SERVICES	.00	.00	.00	.00	.0
10-48-33	CONTINUING EDUCATION	.00	2,349.58	2,300.00	(49.58)	102.2
10-48-74	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.0
	TOTAL TREASURER	4,415.62	53,208.70	53,482.00	273.30	99.5
	ATTORNEY					
10-49-31	PROFESSIONAL & TECHNICAL SER	5,700.00	59,933.30	65,000.00	5,066.70	92.2
10-49-32	LEGAL SETTLEMENTS	.00	.00	.00	.00	.0
	TOTAL ATTORNEY	5,700.00	59,933.30	65,000.00	5,066.70	92.2

HIGHLAND CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LIBRARY					
10-50-11	SALARIES/WAGES	.00	.00	.00	.00	.0
10-50-12	OVERTIME	.00	.00	.00	.00	.0
10-50-13	EMPLOYEE BENEFITS	.00	.00	.00	.00	.0
10-50-14	SALARIES/WAGES PART-TIME	.00	.00	.00	.00	.0
10-50-21	EQUIPMENT	.00	.00	.00	.00	.0
10-50-22	FRIENDS OF LIBRARY EXPENSES	.00	.00	.00	.00	.0
10-50-23	BOOKS & MATERIALS	.00	.00	.00	.00	.0
10-50-24	LIBRARY CARD REFUNDS	.00	.00	.00	.00	.0
10-50-25	TRAVEL & OTHER MISC.	.00	.00	.00	.00	.0
10-50-26	INSURANCE & BONDS	.00	.00	.00	.00	.0
10-50-27	POSTAGE	.00	.00	.00	.00	.0
10-50-28	INFORMATION TECHNOLOGY	.00	.00	.00	.00	.0
10-50-29	PRINTING	.00	.00	.00	.00	.0
10-50-30	SPECIAL PROGRAMS	.00	.00	.00	.00	.0
10-50-35	SUPPLIES	.00	.00	.00	.00	.0
10-50-50	LIBRARY GRANT EXPENDITURES	.00	.00	.00	.00	.0
10-50-61	CROSS CHARGE TELEPHONE	.00	.00	.00	.00	.0
10-50-62	CROSS CHARGE PROF. & TECH.	.00	.00	.00	.00	.0
10-50-63	CROSS CHARGE BLDG. MAINT.	.00	.00	.00	.00	.0
10-50-64	CROSS CHARGE BLDG. UTILITIES	.00	.00	.00	.00	.0
10-50-65	CROSS CHARGE RENT	.00	.00	.00	.00	.0
10-50-66	CROSS CHARGE INSURANCE	.00	.00	.00	.00	.0
10-50-70	CAPITAL OUTLAY/ ONETIME EXP	.00	.00	.00	.00	.0
10-50-71	TRANSFER TO LIB. RESERVE FUND	.00	.00	.00	.00	.0
	TOTAL LIBRARY	.00	.00	.00	.00	.0
	APPEAL AUTHORITY					
10-51-31	PROFESSIONAL & TECH. SERVICES	(500.00)	(80.61)	2,500.00	2,580.61	(3.2)
10-51-32	ENGINEER	.00	.00	.00	.00	.0
10-51-33	SECRETARY	.00	.00	.00	.00	.0
	TOTAL APPEAL AUTHORITY	(500.00)	(80.61)	2,500.00	2,580.61	(3.2)

HIGHLAND CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING & ZONING					
10-52-11	SALARIES/WAGES	5,432.17	63,046.75	71,603.00	8,556.25	88.1
10-52-12	OVERTIME	157.74	879.29	1,000.00	120.71	87.9
10-52-13	EMPLOYEE BENEFITS	2,566.63	30,977.72	29,155.00	(1,822.72)	106.3
10-52-14	OTHER BENEFITS	.00	.00	.00	.00	.0
10-52-15	PLANNING COMMISSION SALARIES	.00	2,843.50	5,049.00	2,205.50	56.3
10-52-21	PROFESSIONAL ORG. MEMBERSHIPS	.00	99.00	500.00	401.00	19.8
10-52-22	PUBLIC NOTICES	139.75	393.85	3,000.00	2,606.15	13.1
10-52-23	MILEAGE REIMBURSEMENT	.00	49.91	100.00	50.09	49.9
10-52-24	OFFICE SUPPLIES & POSTAGE	.00	.00	.00	.00	.0
10-52-25	SPECIAL PROJECTS	.00	2,775.00	75,000.00	72,225.00	3.7
10-52-26	FUEL FOR VEHICLES	.00	.00	.00	.00	.0
10-52-27	POSTAGE	.00	.00	250.00	250.00	.0
10-52-28	SOFTWARE LICENSES	.00	2,375.63	2,500.00	124.37	95.0
10-52-29	CAR ALLOWANCE	.00	.00	.00	.00	.0
10-52-30	UNIFORMS	.00	223.93	100.00	(123.93)	223.9
10-52-31	PLAT RECORDING FEES	.00	1,427.50	1,000.00	(427.50)	142.8
10-52-32	PLANNER	.00	.00	.00	.00	.0
10-52-33	CONTINUING EDUCATION	.00	2,253.00	1,800.00	(453.00)	125.2
10-52-34	ENGINEER	.00	.00	.00	.00	.0
10-52-35	PHONE REIMBURSEMENT	.00	.00	650.00	650.00	.0
10-52-74	CAPITAL OUTLAY-EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
	TOTAL PLANNING & ZONING	8,296.29	107,345.08	192,707.00	85,361.92	55.7
	EDUCATION AND PROMOTION					
10-53-11	SALARIES/WAGES	.00	1,682.03	.00	(1,682.03)	.0
10-53-12	OVERTIME	.00	.00	.00	.00	.0
10-53-13	EMPLOYEE BENEFITS	.00	183.79	.00	(183.79)	.0
10-53-22	NEWSLETTER PRINTING	.00	.00	.00	.00	.0
10-53-23	TRAVEL & TRAINING	.00	.00	.00	.00	.0
10-53-24	OFFICE SUPPLIES & POSTAGE	.00	.00	.00	.00	.0
10-53-25	LIBRARY	.00	.00	.00	.00	.0
10-53-26	WEBSITE	.00	.00	.00	.00	.0
10-53-27	2ND NEWSLETTER	.00	.00	.00	.00	.0
10-53-28	ONLINE CODE	.00	.00	.00	.00	.0
10-53-29	HIGHLAND 30TH/BLDG DEDICATION	.00	.00	.00	.00	.0
10-53-33	TRAINING	.00	.00	.00	.00	.0
	TOTAL EDUCATION AND PROMOTION	.00	1,865.82	.00	(1,865.82)	.0
	POLICE DEPARTMENT					
10-54-31	LONE PEAK PUBLIC SAFETY DIST.	188,732.00	2,266,969.00	2,273,204.00	6,235.00	99.7
10-54-54	CONTRIBUTIONS	.00	.00	.00	.00	.0
	TOTAL POLICE DEPARTMENT	188,732.00	2,266,969.00	2,273,204.00	6,235.00	99.7

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ANIMAL CONTROL					
10-56-30	DOG LICENSE REIM TO ANIMAL SH	.00	.00	.00	.00	.0
10-56-31	PROFESSIONA & TECH. SERVICES	.00	.00	.00	.00	.0
10-56-48	LONE PEAK PUBLIC SAFETY	.00	.00	.00	.00	.0
	TOTAL ANIMAL CONTROL	.00	.00	.00	.00	.0
	EMERGENCY SERVICES					
10-57-11	ADMINISTRATION EXPENSE	14,114.50	169,045.18	170,000.00	954.82	99.4
10-57-13	EMPLOYEE BENEFITS	.00	.00	.00	.00	.0
10-57-30	AMERICAN FORK FIRE PROTECTION	.00	.00	.00	.00	.0
10-57-31	LONE PEAK PUBLIC SAFETY DIST	152,613.00	1,831,985.00	1,831,361.00	(624.00)	100.0
10-57-32	EMS	.00	.00	.00	.00	.0
10-57-33	EDUCATION	.00	.00	.00	.00	.0
10-57-48	SPECIAL DEPARTMENT SUPPLIES	.00	.00	.00	.00	.0
10-57-49	EMERGENCY PREPARATION	.00	.00	.00	.00	.0
10-57-74	FIRE TRUCK CAPITAL LEASE	.00	.00	.00	.00	.0
10-57-75	CAPITAL OUTLAY-EQUIPMENT PURCH	.00	.00	.00	.00	.0
10-57-76	AMBULANCE CAPITAL OUTLAY	.00	.00	.00	.00	.0
	TOTAL EMERGENCY SERVICES	166,727.50	2,001,030.18	2,001,361.00	330.82	100.0
	BUILDING INSPECTION					
10-58-11	SALARIES/WAGES	14,004.49	152,082.99	170,958.00	18,875.01	89.0
10-58-12	OVERTIME	310.55	1,524.92	1,500.00	(24.92)	101.7
10-58-13	EMPLOYEE BENEFITS	7,061.14	63,773.79	84,962.00	21,188.21	75.1
10-58-21	PROFESSIONAL ORG. MEMBERSHIPS	80.00	766.00	300.00	(466.00)	255.3
10-58-23	MILEAGE REIMBURSEMENT	.00	.00	600.00	600.00	.0
10-58-24	TOOLS, SUPPLIES & POSTAGE	.00	83.23	.00	(83.23)	.0
10-58-25	FUEL EXPENDITURE VEHICLES	211.50	1,692.86	2,000.00	307.14	84.6
10-58-26	TECHNICAL MANUALS & CODE BOOKS	.00	820.20	1,000.00	179.80	82.0
10-58-27	VEHICLE MAINTENANCE	.00	.00	.00	.00	.0
10-58-28	SOFTWARE	1,519.44	1,514.49	3,000.00	1,485.51	50.5
10-58-29	CELL PHONE	.00	993.43	1,200.00	206.57	82.8
10-58-31	PROFESSIONAL & TECH. SERVICES	7,710.50	52,416.03	10,000.00	(42,416.03)	524.2
10-58-33	CONTINUING EDUCATION	120.00	2,013.71	1,000.00	(1,013.71)	201.4
10-58-38	UNIFORMS	102.67	589.65	600.00	10.35	98.3
10-58-74	CAPITAL OUTLAY-EQUIPMENT	79,215.76	81,174.38	41,000.00	(40,174.38)	198.0
10-58-75	INTERNAL SERVICE IT EXPENSE	.00	.00	1,555.00	1,555.00	.0
	TOTAL BUILDING INSPECTION	110,336.05	359,445.68	319,675.00	(39,770.68)	112.4

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREETS AND ROADS					
10-60-11	SALARIES/WAGES	13,250.64	179,355.94	171,052.00	(8,303.94)	104.9
10-60-12	OVERTIME	115.51	1,742.58	2,000.00	257.42	87.1
10-60-13	EMPLOYEE BENEFITS	7,613.05	92,440.27	97,828.00	5,387.73	94.5
10-60-14	SALARIES/WAGES PART-TIME	.00	.00	.00	.00	.0
10-60-15	OVERTIME SNOW REMOVAL	.00	4,924.84	10,000.00	5,075.16	49.3
10-60-16	RADIO MAINTENANCE	.00	320.00	750.00	430.00	42.7
10-60-17	MOBILE TELEPHONES	138.48	2,850.40	2,200.00	(650.40)	129.6
10-60-27	STREET LIGHT POWER	5,403.59	66,312.47	72,000.00	5,687.53	92.1
10-60-28	STREET LIGHT REPAIR	784.14	10,801.26	15,000.00	4,198.74	72.0
10-60-30	BLDG MAINTENANCE & UTILITIES	241.10	2,572.86	2,500.00	(72.86)	102.9
10-60-31	REP.POTHOLES, CRACK SEAL, ETC.	24,240.20	59,793.57	100,000.00	40,206.43	59.8
10-60-32	WEED CONTROL	.00	.00	.00	.00	.0
10-60-33	CONTINUING EDUCATION	.00	1,873.97	2,500.00	626.03	75.0
10-60-34	PROF AND TECH SERVICES	.00	.00	.00	.00	.0
10-60-35	PROFESSIONAL ORG. MEMBERSHIPS	.00	.00	.00	.00	.0
10-60-36	OFFICE SUPPLIES	47.10	162.28	500.00	337.72	32.5
10-60-37	SIDEWALK REPAIR & MAINT	29,670.16	65,437.18	74,000.00	8,562.82	88.4
10-60-38	UNIFORMS & SAFETY WEAR	153.60	2,692.08	2,000.00	(692.08)	134.6
10-60-39	STREET STRIPING	6,578.00	20,690.95	16,000.00	(4,690.95)	129.3
10-60-40	SCHOOL CROSSING MAINTENANCE	228.60	1,537.60	1,500.00	(37.60)	102.5
10-60-41	PEDESTRIAN CROSSINGS	.00	1,350.91	1,500.00	149.09	90.1
10-60-42	TECHNICAL MANUALS & CODE BOOKS	.00	.00	.00	.00	.0
10-60-47	PUBLIC WORKS SHOP TOOLS & SUP	620.31	4,396.56	3,500.00	(896.56)	125.6
10-60-48	STREETS, TRAFFIC, & WARN SIGNS	(277.02)	19,342.60	15,000.00	(4,342.60)	129.0
10-60-49	SNOW REMOVAL	.00	3,167.27	.00	(3,167.27)	.0
10-60-50	EQUIPMENT REPAIR & MAINTENANCE	.00	301.25	.00	(301.25)	.0
10-60-51	FUEL EXPENSE VEHICLES	575.23	11,251.85	10,300.00	(951.85)	109.2
10-60-52	SNOW REMOVAL:SALT	16,780.00	43,864.46	55,000.00	11,135.54	79.8
10-60-53	SNOW REMOVAL:EQUIPMENT MAINT	1,470.96	10,165.72	15,000.00	4,834.28	67.8
10-60-54	SNOW REMOVAL:FUEL & OIL	.00	3,381.85	6,000.00	2,618.15	56.4
10-60-55	MISC. SUBD. BOND EXPENSES	.00	.00	.00	.00	.0
10-60-56	MAINTENANCE & REPAIR: TRUCKS	9,950.80	15,511.92	15,000.00	(511.92)	103.4
10-60-57	MAINTENANCE & REPAIR:EQUIPMENT	783.13	5,826.23	25,000.00	19,173.77	23.3
10-60-58	SNOW REMOVAL EQUIPMENT	.00	14,147.36	25,000.00	10,852.64	56.6
10-60-59	CAPITAL EQUIPMENT PURCHASES	.00	.00	6,667.00	6,667.00	.0
10-60-60	SNOW REMOVAL EQUIPMENT	.00	.00	.00	.00	.0
10-60-61	DRUG TESTING	30.00	543.00	450.00	(93.00)	120.7
10-60-70	IRRIGATION SHARES	.00	.00	.00	.00	.0
10-60-73	CAPITAL OUTLAY-IMPROVEMENTS	.00	.00	37,431.00	37,431.00	.0
10-60-74	CAPITAL OUTLAY-EQUIPMENT	93,010.43	97,814.43	407,000.00	309,185.57	24.0
10-60-75	CAPITAL OUTLAY-SPECIAL PROJ	.00	.00	.00	.00	.0
10-60-76	INTERNAL SERVICE IT EXPENSE	.00	.00	1,450.00	1,450.00	.0
	TOTAL STREETS AND ROADS	211,408.01	744,573.66	1,194,128.00	449,554.34	62.4

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENGINEER					
10-66-11	SALARIES/WAGES	8,008.93	104,930.00	103,721.00	(1,209.00)	101.2
10-66-12	OVERTIME	.00	118.40	.00	(118.40)	.0
10-66-13	EMPLOYEE BENEFITS	3,566.12	46,705.00	54,655.00	7,950.00	85.5
10-66-14	OTHER BENEFITS	.00	.00	.00	.00	.0
10-66-29	HIGHLAND CITY PE TRACKING COST	.00	.00	20,000.00	20,000.00	.0
10-66-30	CAR ALLOWANCE	250.00	3,250.00	4,800.00	1,550.00	67.7
10-66-31	PROFESSIONA & TECH SERVICES	11,402.50	69,769.59	60,000.00	(9,769.59)	116.3
10-66-32	GIS SURVEY	2,925.48	2,925.48	8,000.00	5,074.52	36.6
10-66-33	EQUIPMENT-SUPPLIES & MAINT	.00	.00	.00	.00	.0
10-66-34	FUEL AND OIL	.00	.00	.00	.00	.0
10-66-35	CONTINUING EDUCATION	.00	1,333.90	1,500.00	166.10	88.9
10-66-36	OFFICE SUPPLIES	.00	.00	.00	.00	.0
10-66-37	TELEPHONE REIMBURSEMENT	90.00	1,170.00	1,080.00	(90.00)	108.3
10-66-38	UNIFORMS	.00	200.00	200.00	.00	100.0
10-66-39	BOOKS, MEMBERSHIPS, & SUBSCRIP	.00	192.92	300.00	107.08	64.3
10-66-40	OVERHEAD ALLOCATION	.00	.00	.00	.00	.0
10-66-42	TECHNICAL MANUALS & CODE BOOKS	.00	.00	.00	.00	.0
10-66-74	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.0
	TOTAL ENGINEER	26,243.03	230,595.29	254,256.00	23,660.71	90.7

HIGHLAND CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

PARKS & RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-70-11	SALARIES/WAGES	7,832.68	127,687.79	141,747.00	14,059.21	90.1
10-70-12	OVERTIME	837.33	6,972.42	5,500.00	(1,472.42)	126.8
10-70-13	EMPLOYEE BENEFITS	5,238.95	71,286.49	85,514.00	14,227.51	83.4
10-70-14	SEASONAL EMPLOYEES	14,744.05	62,616.06	80,000.00	17,383.94	78.3
10-70-15	RADIO MAINTENANCE & TOWER RENT	.00	.00	.00	.00	.0
10-70-16	MOBILE TELEPHONES	.00	4,158.17	4,000.00	(158.17)	104.0
10-70-17	PUBLIC WORKS BLDG UTILITIES	213.10	2,208.88	2,500.00	291.12	88.4
10-70-21	ORG. AND TRAINING MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-70-22	WATER PARK MAINTENANCE	.00	12,679.56	3,500.00	(9,179.56)	362.3
10-70-24	PLAYGROUND MAINTENANCE & REP.	.00	745.47	154,000.00	153,254.53	.5
10-70-25	EQUIPMENT-SUPPLIES & MAINT.	930.66	10,994.78	5,000.00	(5,994.78)	219.9
10-70-26	WATER PARK CHEMICALS	94.57	1,082.57	5,000.00	3,917.43	21.7
10-70-27	POWER FOR PARKS, CLOCKS, & TIM	455.06	4,884.73	5,000.00	115.27	97.7
10-70-28	RECREATION	.00	(125.85)	.00	125.85	.0
10-70-29	SPRINKLER PARTS & REPLACEMENT	318.50	9,161.82	10,000.00	838.18	91.6
10-70-30	VEHICLE MAINTENANCE & REPAIR	500.08	3,525.07	9,000.00	5,474.93	39.2
10-70-31	PARK MAINTENANCE CONTRACT	.00	888.60	4,500.00	3,611.40	19.8
10-70-32	WATER PARK UTILITIES	576.11	3,797.49	5,000.00	1,202.51	76.0
10-70-33	LAWN EQUIPMENT MAINTENANCE	2,013.49	11,025.23	12,000.00	974.77	91.9
10-70-34	FUEL AND OIL	1,200.30	10,968.28	13,000.00	2,031.72	84.4
10-70-35	CONTINUING EDUCATION	767.00	3,075.24	3,000.00	(75.24)	102.5
10-70-36	OFFICE SUPPLIES	104.63	339.07	500.00	160.93	67.8
10-70-37	UNIFORMS & SAFETY WEAR	153.64	1,783.05	2,500.00	716.95	71.3
10-70-38	TRAIL MAINTENANCE	.00	24,761.85	70,000.00	45,238.15	35.4
10-70-39	FERTILIZER & WEED KILLER	.00	8,970.45	26,000.00	17,029.55	34.5
10-70-40	PUBLIC WORKS SHOP TOOLS & SUPP	851.09	2,109.59	2,000.00	(109.59)	105.5
10-70-41	ARBOR DAY TREE PURCHASES	29,800.16	29,075.70	30,000.00	924.30	96.9
10-70-42	TREE PRUNING PROJECT	32.37	8,099.22	10,000.00	1,900.78	81.0
10-70-43	TREE TOOLS & VEHICLE	.00	.00	.00	.00	.0
10-70-44	HIGHLAND GLEN PARK IMPROVEMENT	252.96	14,994.16	15,000.00	5.84	100.0
10-70-45	UT CNTY MURDOCK TRAIL MAINT	.00	2,547.42	8,500.00	5,952.58	30.0
10-70-46	FORESTRY GRANT	.00	.00	.00	.00	.0
10-70-47	CHARGING FOR PI	.00	.00	108,000.00	108,000.00	.0
10-70-48	RESTROOM MAINT. & PORT-O-POTTY	2,234.81	14,335.78	20,000.00	5,664.22	71.7
10-70-49	PARKS EQUIPMENT MOVE	.00	.00	12,000.00	12,000.00	.0
10-70-50	FIELD RENTAL COSTS (POPOTTY)	455.71	3,011.71	3,000.00	(11.71)	100.4
10-70-51	DISC GOLF EXPENSE	.00	.00	.00	.00	.0
10-70-69	EQUIPMENT LEASE & MAINTENANCE	.00	3,000.00	3,500.00	500.00	85.7
10-70-71	CAPITAL OUTLAY-LAND	.00	.00	.00	.00	.0
10-70-72	CAPITAL OUTLAY-BUILDINGS	.00	.00	.00	.00	.0
10-70-73	CAPITAL OUTLAY	.00	.00	.00	.00	.0
10-70-74	EQUIPMENT REPLACEMENT FUND	379.98	7,156.79	17,700.00	10,543.21	40.4
10-70-75	CAPITAL EQUIPMENT PURCHASES	.00	4,709.34	86,667.00	81,957.66	5.4
10-70-76	INTERNAL SERVICE IT EXPENSE	.00	.00	920.00	920.00	.0
	TOTAL PARKS & RECREATION	69,987.23	472,526.93	965,048.00	492,521.07	49.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CEMETERY					
10-71-11	SALARIES/WAGES	.00	.00	.00	.00	.0
10-71-12	OVERTIME	.00	.00	.00	.00	.0
10-71-13	EMPLOYEE BENEFITS	.00	.00	.00	.00	.0
10-71-14	SEASONAL EMPLOYEES	.00	.00	.00	.00	.0
10-71-15	RADIO MAINTENANCE & TOWER RENT	.00	.00	.00	.00	.0
10-71-16	MOBILE TELEPHONES	.00	.00	.00	.00	.0
10-71-17	PUBLIC WORKS BLDG UTILITIES	.00	.00	.00	.00	.0
10-71-18	PUBLIC WORKS SHOP TOOLS & SUPP	.00	.00	.00	.00	.0
10-71-19	FLOWERS, MULCH, & TREE REPLACE	.00	.00	.00	.00	.0
10-71-20	SPRINKLER REPAIR & MAINTENANCE	.00	.00	.00	.00	.0
10-71-21	FERTILIZER & WEED KILLER	.00	.00	.00	.00	.0
10-71-24	OPERATION & MAINTENANCE	.00	.00	.00	.00	.0
10-71-25	FUEL AND OIL	.00	.00	.00	.00	.0
10-71-26	EQUIP REPAIRS & MAINT	.00	.00	.00	.00	.0
10-71-27	EQUIP SUPPLIES	.00	.00	.00	.00	.0
10-71-28	EQUIPMENT LEASE & MAINTENANCE	.00	.00	.00	.00	.0
10-71-31	ENGINEERING	.00	.00	.00	.00	.0
10-71-69	CAPITAL EQUIPMENT PURCHASES	.00	.00	.00	.00	.0
10-71-73	LAND PURCHASE	.00	.00	.00	.00	.0
10-71-74	CAPITAL OUTLAY	.00	.00	.00	.00	.0
10-71-75	CEMETERY PROJECT RESERVE FUND	.00	.00	.00	.00	.0
10-71-76	BAD DEBT EXPENSE	.00	.00	.00	.00	.0
	TOTAL CEMETERY	.00	.00	.00	.00	.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY EVENTS					
10-72-11	SALARIES/WAGES	1,131.64	27,375.98	39,851.00	12,475.02	68.7
10-72-12	OVERTIME	5.28	2,893.16	5,000.00	2,106.84	57.9
10-72-13	EMPLOYEE BENEFITS	412.17	8,384.16	8,368.00	(16.16)	100.2
10-72-23	MILEAGE REIMBURSEMENT	.00	223.79	300.00	76.21	74.6
10-72-24	OFFICE SUPPLIES & POSTAGE	.00	.00	.00	.00	.0
10-72-28	MOBILE PHONE	62.31	710.42	810.00	99.58	87.7
10-72-30	UNIFORMS	.00	.00	150.00	150.00	.0
10-72-31	PORT-O-POTTY RENTAL	.00	.00	.00	.00	.0
10-72-33	CONTINUING EDUCATION	.00	7.51	250.00	242.49	3.0
10-72-35	COMMUNITY CENTER UTILITIES	191.99	3,177.31	4,000.00	822.69	79.4
10-72-36	COMMUNITY CENTER BLDG MAINT.	365.00	4,774.20	7,000.00	2,225.80	68.2
10-72-53	MISS NORTH UTAH COUNTY PAGENT	.00	.00	.00	.00	.0
10-72-54	COMMUNITY ENRICHMENT GRANT	.00	.00	.00	.00	.0
10-72-55	HIGHLAND FLING EXPENSE	1,644.25	47,885.25	55,000.00	7,114.75	87.1
10-72-56	DISTINGUISHED YW OF HIGHLAND	.00	.00	.00	.00	.0
10-72-57	RODEO	.00	.00	.00	.00	.0
10-72-58	FLING GOLF TOURNAMENT	.00	.00	.00	.00	.0
10-72-59	CULTURAL ARTS	.00	3,000.00	3,000.00	.00	100.0
10-72-60	CITY BEAUTIFICATION	.00	.00	500.00	500.00	.0
10-72-61	TREE COMMITTEE	3,473.00	3,500.00	3,500.00	.00	100.0
10-72-62	HIGHLAND MARKETING CAMPAIGN	.00	.00	.00	.00	.0
10-72-63	COMMUNITY ENRICHMENT	.00	8,247.30	17,629.00	9,381.70	46.8
10-72-64	FARMERS MARKET	.00	.00	.00	.00	.0
10-72-70	INTERNAL SERVICE IT EXPENSE	.00	.00	1,090.00	1,090.00	.0
	TOTAL COMMUNITY EVENTS	7,285.64	110,179.08	146,448.00	36,268.92	75.2
	GARBAGE					
10-73-11	SALARIES/WAGES	1,938.50	27,935.71	27,402.00	(533.71)	102.0
10-73-12	OVERTIME	67.45	150.17	.00	(150.17)	.0
10-73-13	EMPLOYEE BENEFITS	741.98	9,263.02	12,036.00	2,772.98	77.0
10-73-14	SPRING CLEAN-UP OVERTIME	.00	81.59	2,000.00	1,918.41	4.1
10-73-24	OFFICE SUPPLIES & POSTAGE	.00	.00	.00	.00	.0
10-73-25	EQUIPMENT-REPAIRS & MAINT	.00	.00	.00	.00	.0
10-73-26	UTILITY BILLING	680.02	8,691.23	9,800.00	1,108.77	88.7
10-73-31	DUMP PASSES	.00	.00	.00	.00	.0
10-73-45	CREDIT CARD FEES	431.15	4,656.70	3,500.00	(1,156.70)	133.1
10-73-49	NORTH POINTE TIPPING FEES	28,174.66	232,550.53	282,000.00	49,449.47	82.5
10-73-50	HAULING CONTRACT	57,763.73	630,202.17	660,000.00	29,797.83	95.5
10-73-51	BAD DEBT EXPENSE	.00	(10.26)	.00	10.26	.0
10-73-70	INTERNAL SERVICE IT EXPENSE	.00	.00	405.00	405.00	.0
10-73-80	INDIRECT OVERHEAD	.00	.00	.00	.00	.0
	TOTAL GARBAGE	89,797.49	913,520.86	997,143.00	83,622.14	91.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRANSFERS					
10-90-13	EMP BENEFITS WATER CO. SEC	.00	.00	.00	.00	.0
10-90-90	TRANSFER TO CAPITAL IMP FUND	.00	.00	611,000.00	611,000.00	.0
10-90-91	TRANSFER TO DEBT SERVICE FUND	.00	.00	883,098.00	883,098.00	.0
10-90-92	TRANSFER FROM UTILITY FUND	.00	.00	.00	.00	.0
10-90-93	TRANSFER TO LIBRARY FUND	.00	.00	.00	.00	.0
10-90-94	COUNCIL APPROPRIATION	.00	.00	.00	.00	.0
10-90-95	APPROPRIATED INCREASE FUND BAL	.00	.00	.00	.00	.0
10-90-96	TRANSFER TO OPEN SPACE FUND	.00	.00	467,313.00	467,313.00	.0
10-90-97	TRANSFER TO ENTERPRISE FUND	.00	.00	.00	.00	.0
10-90-98	TRANSFER TO CEM. PERPET. FUND	.00	.00	6,474.00	6,474.00	.0
	TOTAL TRANSFERS	.00	.00	1,967,885.00	1,967,885.00	.0
	TOTAL FUND EXPENDITURES	994,190.87	8,488,633.55	11,691,840.00	3,203,206.45	72.6

HIGHLAND OPEN SPACE SSD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INDIRECT OVERHEAD					
20-40-80	INDIRECT OVERHEAD	.00	.00	.00	.00	.0
	TOTAL INDIRECT OVERHEAD	.00	.00	.00	.00	.0
	EXPENDITURE-OPEN SPACE					
20-43-11	SALARIES/WAGES	6,945.59	117,676.32	132,039.00	14,362.68	89.1
20-43-12	OVERTIME	837.33	2,637.38	3,500.00	862.62	75.4
20-43-13	EMPLOYEE BENEFITS	5,873.81	69,651.30	79,152.00	9,500.70	88.0
20-43-14	SEASONAL EMPLOYEES	29,910.09	126,073.27	140,000.00	13,926.73	90.1
20-43-15	RADIO MAINTENANCE & TOWER RENT	.00	.00	.00	.00	.0
20-43-16	MOBILE TELEPHONES	.00	.00	.00	.00	.0
20-43-17	PUBLIC WORKS BLDG UTILITIES	213.10	2,208.89	2,500.00	291.11	88.4
20-43-18	PW SHOP TOOLS & SUPPLIES	.00	699.01	2,000.00	1,300.99	35.0
20-43-19	FLOWERS, MULCH, & TREE REPLACE	2,269.07	1,665.57	153,500.00	151,834.43	1.1
20-43-20	BEACON HILLS BLVD OS MAINT	.00	.00	.00	.00	.0
20-43-21	FERTILIZER & WEED KILLER	3,933.60	32,734.93	60,000.00	27,265.07	54.6
20-43-22	TRAIL MAINTENANCE	1,267.93	1,267.93	65,000.00	63,732.07	2.0
20-43-23	POWER TO CLOCKS & LIGHTS	682.58	7,406.29	6,500.00	(906.29)	113.9
20-43-24	UNIFORMS & SAFETY WEAR	.00	.00	2,500.00	2,500.00	.0
20-43-25	OFFICE SUPPLIES	40.10	77.60	.00	(77.60)	.0
20-43-26	PLAYGROUND MAINTENANCE & REP.	.00	4,427.00	15,000.00	10,573.00	29.5
20-43-31	PROFESSIONAL & TECH SERVICES	(372.06)	6,324.96	7,500.00	1,175.04	84.3
20-43-36	UTILITY BILLING	680.06	8,690.90	8,000.00	(690.90)	108.6
20-43-45	CREDIT CARD FEES	431.15	4,656.60	3,500.00	(1,156.60)	133.1
20-43-61	FUEL & OIL	2,169.96	17,910.90	16,000.00	(1,910.90)	111.9
20-43-62	PROPERTY MAINTENANCE	.00	(59,182.43)	.00	59,182.43	.0
20-43-63	REPAIR AND MAINTENANCE	1,902.07	11,565.13	15,000.00	3,434.87	77.1
20-43-64	SPRINKLER REPAIR	1,406.13	11,061.69	10,000.00	(1,061.69)	110.6
20-43-65	VIEW POINT HILLSIDE TREES	.00	.00	.00	.00	.0
20-43-73	EQUIPMENT REPLACEMENT	.00	.00	25,000.00	25,000.00	.0
20-43-74	CAPITAL OUTLAY	.00	.00	.00	.00	.0
20-43-75	INTERNAL SERVICE IT EXPENSE	.00	.00	845.00	845.00	.0
20-43-80	INDIRECT OVERHEAD	.00	.00	12,795.00	12,795.00	.0
20-43-81	INSURANCE EXPENSE	.00	1,607.00	1,878.00	271.00	85.6
	TOTAL EXPENDITURE-OPEN SPACE	58,190.51	369,160.24	762,209.00	393,048.76	48.4
	TRANSFERS					
20-90-90	TRANSFER TO GENERAL FUND	.00	.00	.00	.00	.0
20-90-91	TRANSFER TO OTHER FUNDS	.00	.00	.00	.00	.0
	TOTAL TRANSFERS	.00	.00	.00	.00	.0

HIGHLAND OPEN SPACE SSD

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	58,190.51	369,160.24	762,209.00	393,048.76	48.4

CEMETERY PERPETUAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENSE					
21-43-11	SALARIES/WAGES	4,558.06	65,812.90	67,066.00	1,253.10	98.1
21-43-12	OVERTIME	705.24	10,158.63	8,500.00	(1,658.63)	119.5
21-43-13	EMPLOYEE BENEFITS	2,993.49	41,800.76	39,167.00	(2,633.76)	106.7
21-43-14	SEASONAL EMPLOYEES	2,848.64	12,007.25	20,000.00	7,992.75	60.0
21-43-15	RADIIO MAINT. & TOWER RENT	.00	.00	.00	.00	.0
21-43-16	MOBILE TELEPHONES	.00	.00	.00	.00	.0
21-43-17	PUBLIC WORKS BLDG UTILITIES	72.66	1,342.76	2,000.00	657.24	67.1
21-43-18	PUBLIC WORKS SHOP TOOLS & SUPP	.00	1,507.58	1,800.00	292.42	83.8
21-43-19	FLOWERS, MULCH & TREE REPLACE	1,012.24	1,732.04	2,000.00	267.96	86.6
21-43-20	SPRINKLER REPAIR & MAINTENANCE	.00	2,145.59	3,500.00	1,354.41	61.3
21-43-21	FERTILIZER & WEED KILLER	153.65	8,201.13	13,000.00	4,798.87	63.1
21-43-24	OPERATIONS & MAINTENANCE	.00	1,075.00	5,500.00	4,425.00	19.6
21-43-25	FUEL & OIL	407.52	1,863.68	2,500.00	636.32	74.6
21-43-26	EQUIP. REPAIRS & MAINT.	92.88	2,706.60	3,500.00	793.40	77.3
21-43-27	EQUIPMENT SUPPLIES	.00	.00	.00	.00	.0
21-43-28	EQUIPMENT LEASE & MAINTENANCE	242.65	3,156.90	3,500.00	343.10	90.2
21-43-31	ENGINEERING/PROFESSIONAL SVCS	2,125.00	2,125.00	.00	(2,125.00)	.0
21-43-36	UTILITY BILLING	.00	.00	.00	.00	.0
21-43-69	OFFICE EQUIPMENT/IT	.00	.00	1,000.00	1,000.00	.0
21-43-74	CAPITAL OUTLAY	.00	17,014.71	75,000.00	57,985.29	22.7
21-43-75	INTERNAL SERVICE IT EXPENSE	.00	.00	805.00	805.00	.0
21-43-76	BAD DEBT EXPENSE	.00	.00	.00	.00	.0
21-43-80	INDIRECT OVERHEAD	.00	.00	3,845.00	3,845.00	.0
21-43-81	INSURANCE EXPENSE	.00	475.00	817.00	342.00	58.1
	TOTAL OPERATING EXPENSE	15,212.03	173,125.53	253,500.00	80,374.47	68.3
	TRANSFERS					
21-90-90	TRANSFER TO GENERAL FUND	.00	.00	242,234.00	242,234.00	.0
	TOTAL TRANSFERS	.00	.00	242,234.00	242,234.00	.0
	TOTAL FUND EXPENDITURES	15,212.03	173,125.53	495,734.00	322,608.47	34.9

LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENSES					
22-43-11	SALARIES/WAGES	6,212.84	86,359.37	80,982.00	(5,377.37)	106.6
22-43-12	OVERTIME	.00	.00	.00	.00	.0
22-43-13	EMPLOYEE BENEFITS	3,454.35	46,065.19	45,710.00	(355.19)	100.8
22-43-14	SALARIES/WAGES PART-TIME	10,028.82	134,848.04	139,199.00	4,350.96	96.9
22-43-21	EQUIPMENT	1,086.02	4,557.92	5,000.00	442.08	91.2
22-43-22	LIBRARY BOARD EXPENSES	.00	354.39	4,850.00	4,495.61	7.3
22-43-23	BOOKS & MATERIALS	1,289.24	19,506.13	20,000.00	493.87	97.5
22-43-25	MILEAGE REIMBURSEMENT	63.18	127.18	300.00	172.82	42.4
22-43-26	INSURANCE & BONDS	.00	.00	.00	.00	.0
22-43-27	POSTAGE	.00	327.03	500.00	172.97	65.4
22-43-28	IT SOFTWARE	1,460.00	14,064.24	17,000.00	2,935.76	82.7
22-43-29	PRINTING	.00	670.92	1,500.00	829.08	44.7
22-43-30	PROGRAMMING	2,609.56	11,391.14	11,300.00	(91.14)	100.8
22-43-31	PHONE REIMBURSEMENT	110.78	1,661.74	1,800.00	138.26	92.3
22-43-32	UNIFORMS/EMP. MISC.	219.39	1,255.78	1,500.00	244.22	83.7
22-43-33	CONTINUING EDUCATION	.00	1,162.50	2,500.00	1,337.50	46.5
22-43-35	OFFICE SUPPLIES	361.84	4,992.02	5,000.00	7.98	99.8
22-43-50	GRANT EXPENDITURES	1,612.49	34,018.55	30,362.00	(3,656.55)	112.0
22-43-61	INDIRECT OVERHEAD	.00	.00	8,114.00	8,114.00	.0
22-43-62	INSURANCE EXPENSE	.00	899.00	1,334.00	435.00	67.4
22-43-63	CROSS CHARGE BLDG. MAINT.	.00	.00	.00	.00	.0
22-43-64	CROSS CHARGE BLDG. UTILITIES	.00	.00	.00	.00	.0
22-43-65	CROSS CHARGE RENT	.00	.00	.00	.00	.0
22-43-66	CROSS CHARGE INSURANCE	.00	.00	.00	.00	.0
22-43-70	CAPITAL OUTLAY	.00	.00	.00	.00	.0
22-43-75	INTERNAL SERVICE IT EXPENSE	.00	.00	15,416.00	15,416.00	.0
	TOTAL OPERATING EXPENSES	28,508.51	362,261.14	392,367.00	30,105.86	92.3
	TRANSFERS					
22-90-90	TRANSFER TO GENERAL FUND	.00	.00	.00	.00	.0
	TOTAL TRANSFERS	.00	.00	.00	.00	.0
	TOTAL FUND EXPENDITURES	28,508.51	362,261.14	392,367.00	30,105.86	92.3

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE & FINANCING					
30-40-50	2006 BUILDING BOND PRINCIPAL	.00	.00	.00	.00	.0
30-40-51	2006 BUILDING BOND INTEREST	.00	.00	.00	.00	.0
30-40-52	2007 PARK BOND PRINCIPAL	.00	.00	.00	.00	.0
30-40-53	2007 PARK BOND INTEREST	.00	.00	.00	.00	.0
30-40-54	2015 BOND PRINCIPAL (2006 REF)	.00	.00	.00	.00	.0
30-40-55	2015 BOND INTEREST (2006 REF)	.00	.00	.00	.00	.0
30-40-56	2016 BOND PRINCIPAL (2007 REF)	.00	449,000.00	449,000.00	.00	100.0
30-40-57	2016 BOND INTEREST (2007 REF)	.00	75,239.52	75,100.00	(139.52)	100.2
30-40-58	2020 BOND PRINCIPAL (REF)	.00	814,000.00	808,000.00	(6,000.00)	100.7
30-40-59	2020 BOND INTEREST (REF)	.00	27,295.07	47,100.00	19,804.93	58.0
30-40-90	BOND FINANCING COSTS	.00	.00	.00	.00	.0
30-40-99	OTHER USES-REFUNDING OF DEBT	.00	.00	.00	.00	.0
	TOTAL DEBT SERVICE & FINANCING	.00	1,365,534.59	1,379,200.00	13,665.41	99.0
	TOTAL FUND EXPENDITURES	.00	1,365,534.59	1,379,200.00	13,665.41	99.0

CAPITAL IMPROVEMENT FUND-PARKS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARK CAPITAL					
40-40-00	PARK CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
40-40-20	POTENTIAL CLAIMS & JUDGEMENTS	.00	.00	.00	.00	.0
40-40-29	RESERVE FOR BEACON HILLS	.00	.00	.00	.00	.0
40-40-31	PROFESSIONAL & TECH. SERVICES	.00	.00	.00	.00	.0
40-40-50	2007 SALES & FRANCHISE BOND PM	.00	.00	.00	.00	.0
40-40-68	TOWN CENTER PARK/FENCE	.00	.00	.00	.00	.0
40-40-69	CANTERBURY PARK	.00	.00	.00	.00	.0
40-40-70	HILLSIDE LAND PURCHASE	.00	.00	.00	.00	.0
40-40-71	MAJOR PARK CONSTR/REPAIR	.00	.00	.00	.00	.0
40-40-72	4800 W SOCCER FIELDS/PARK ROAD	.00	.00	.00	.00	.0
40-40-73	SPRING CREEK PARK CONSTRUCTION	.00	19,586.55	19,587.00	.45	100.0
40-40-74	ASSET AND LAND PURCHASE	.00	.00	.00	.00	.0
40-40-75	PARK EQUIPMENT	.00	5,778.78	149,634.00	143,855.22	3.9
40-40-76	TRAILS	.00	47,922.25	167,000.00	119,077.75	28.7
40-40-77	HIGHLAND HILLS OPEN SPACE	.00	.00	.00	.00	.0
40-40-78	MOUNTAIN RIDGE PARK	43,550.98	98,161.03	2,500,000.00	2,401,838.97	3.9
40-40-79	CEMETERY CAPITAL PROJECT	.00	.00	.00	.00	.0
40-40-80	HIGHLAND GLEN PARK IMP	4,613.09	23,194.57	.00	(23,194.57)	.0
40-40-81	HIGHLAND WTER BLDG & EL PARK	.00	.00	.00	.00	.0
40-40-82	BEACON HILLS PARK	.00	.00	.00	.00	.0
40-40-83	BEACON HILLS TRAIL	.00	.00	.00	.00	.0
40-40-84	VIEW POINT HILLSIDE REPLANTING	.00	.00	.00	.00	.0
40-40-85	INTEREST EXPENSE BONDS	.00	.00	.00	.00	.0
40-40-86	BOND TRUST FEES	.00	2,100.00	2,100.00	.00	100.0
40-40-90	TRANSFER TO CAPITAL IMP. FUND	.00	.00	.00	.00	.0
	TOTAL PARK CAPITAL	48,164.07	196,743.18	2,838,321.00	2,641,577.82	6.9
	TRANSFERS					
40-90-00	TRANSFER TO GENERAL FUND	.00	.00	.00	.00	.0
40-90-10	TRANSFER TO DEBT SERVICE FUND	.00	.00	439,050.00	439,050.00	.0
40-90-20	TRANSFER TO UTILITY FUND	.00	.00	.00	.00	.0
40-90-91	TRANSFER TO OPEN SPACE FUND	.00	.00	.00	.00	.0
	TOTAL TRANSFERS	.00	.00	439,050.00	439,050.00	.0
	TOTAL FUND EXPENDITURES	48,164.07	196,743.18	3,277,371.00	3,080,627.82	6.0

CAP IMP FUND ROAD PROJECTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ROAD CAPITAL EXPENDITURES					
41-40-31	ENGINEERING 6000 WEST PROJECT	.00	.00	.00	.00	.0
41-40-32	ENGINEERING	.00	.00	.00	.00	.0
41-40-60	MURDOCK CANAL	.00	.00	.00	.00	.0
41-40-61	EAST/WEST CORRIDOR	502,796.37	505,495.40	503,000.00	(2,495.40)	100.5
41-40-62	HIGHLAND BLVD REPAIRS & OVER	.00	.00	.00	.00	.0
41-40-63	CORRIDOR PRESERVATION LAND PUR	.00	.00	.00	.00	.0
41-40-64	MURDOCK CONNECTOR	.00	.00	.00	.00	.0
41-40-65	LOSS/SALE 4800 WEST HOMES	.00	.00	.00	.00	.0
41-40-70	CAPITAL ROAD PROJECTS	.00	743,044.95	1,406,059.00	663,014.05	52.9
41-40-71	MAJOR ROAD MAINTENANCE	27,197.70	577,120.07	600,000.00	22,879.93	96.2
41-40-72	RETAINAGE ON PRIOR PROJECTS	.00	.00	.00	.00	.0
41-40-73	UDOT/4800 WEST	.00	.00	.00	.00	.0
41-40-74	SOUTHWEST SUBDIVISION IMPROV	.00	.00	.00	.00	.0
41-40-75	SR74 ROAD PROJECT	.00	.00	.00	.00	.0
41-40-76	4800 WEST MAG 2018	.00	.00	.00	.00	.0
41-40-77	10250 N RECONSTRUCTION	.00	.00	.00	.00	.0
41-40-78	TOWN CENTER ROADS	.00	.00	.00	.00	.0
41-40-79	6800 WEST (MATCHING)	(52,031.21)	112,498.86	.00	(112,498.86)	.0
41-40-80	5600 WEST PROJECT	.00	.00	.00	.00	.0
41-40-81	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.0
41-40-82	KNIGHT AVENUE REBUILD	.00	.00	.00	.00	.0
	TOTAL ROAD CAPITAL EXPENDITURES	477,962.86	1,938,159.28	2,509,059.00	570,899.72	77.3
	TOTAL FUND EXPENDITURES	477,962.86	1,938,159.28	2,509,059.00	570,899.72	77.3

HIGHLAND CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

CAP IMP FUND BUILDING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BUILDING CAPITAL EXPENDITURES					
42-40-13	EMPLOYEE BENEFITS	.00	.00	.00	.00	.0
42-40-66	SALT STORAGE BLDG.	.00	.00	.00	.00	.0
42-40-67	NEW PARKS MAINTENANCE BLDG.	.00	2,650.00	300,000.00	297,350.00	.9
42-40-68	NEW CITY HALL	.00	.00	.00	.00	.0
42-40-69	OLD CITY HALL REMODEL	.00	.00	.00	.00	.0
42-40-70	FIRE STATION	.00	.00	.00	.00	.0
42-40-71	MISCELLANEOUS COSTS	.00	.00	.00	.00	.0
42-40-72	POLICE & COURT BUILDING	.00	.00	.00	.00	.0
42-40-75	INTEREST EXPENSE BONDS	.00	.00	.00	.00	.0
42-40-86	BOND FEES	.00	1,500.00	2,100.00	600.00	71.4
	TOTAL BUILDING CAPITAL EXPENDITURES	.00	4,150.00	302,100.00	297,950.00	1.4
	TRANSFERS OUT					
42-90-00	TRANSFER TO DEBT SERVICE	.00	.00	57,052.00	57,052.00	.0
42-90-01	TRANSFER TO GENERAL FUND	.00	.00	.00	.00	.0
	TOTAL TRANSFERS OUT	.00	.00	57,052.00	57,052.00	.0
	TOTAL FUND EXPENDITURES	.00	4,150.00	359,152.00	355,002.00	1.2

HIGHLAND CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

NW ANNEXATION CAP PROJECT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES-NW CAPITAL					
43-40-70	IMPACT FEE STUDY	.00	.00	.00	.00	.0
43-40-71	DRY CREEK BENCH	.00	.00	.00	.00	.0
43-40-72	11800 NORTH ROAD REBUILD	.00	.00	.00	.00	.0
43-40-73	BEACON HILLS	.00	.00	.00	.00	.0
43-40-74	DRY CREEK HOLLOW DESIGN	.00	.00	.00	.00	.0
43-40-75	CAP. OUTLAY-PI WELL AND POND	.00	.00	.00	.00	.0
43-40-76	BEACON HILLS CULINARY LINE	.00	.00	.00	.00	.0
43-40-77	DRY CREEK BOOSTER STATION MOD	.00	.00	.00	.00	.0
43-40-78	DRY REEK TRAIL	.00	.00	.00	.00	.0
	TOTAL EXPENDITURES-NW CAPITAL	.00	.00	.00	.00	.0
	TRANSFERS					
43-90-90	TRANSFER TO CAPITAL IMP FUND	.00	.00	.00	.00	.0
	TOTAL TRANSFERS	.00	.00	.00	.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	.0

TOWN CENTER EXACTION FEE CAP

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES-TOWN CENTER					
44-40-70	EXACTION FEE REIMBURSED TO DEV	.00	62,141.10	62,141.00	(.10)	100.0
	TOTAL EXPENDITURES-TOWN CENTER	.00	62,141.10	62,141.00	(.10)	100.0
	TRANSFERS					
44-90-90	TRANSFER TO CAPITAL IMP FUND	.00	.00	.00	.00	.0
	TOTAL TRANSFERS	.00	.00	.00	.00	.0
	TOTAL FUND EXPENDITURES	.00	62,141.10	62,141.00	(.10)	100.0

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES-SEWER FUND					
52-40-11	SALARIES/WAGES	12,964.11	171,024.85	181,415.00	10,390.15	94.3
52-40-12	OVERTIME	415.24	7,639.89	5,000.00	(2,639.89)	152.8
52-40-13	EMPLOYEE BENEFITS	7,246.19	89,350.89	98,017.00	8,666.11	91.2
52-40-17	RADIO MAINTENANCE & TOWER RENT	7.16	85.92	100.00	14.08	85.9
52-40-18	MOBILE TELEPHONES	46.16	2,755.43	3,000.00	244.57	91.9
52-40-19	PW BUILDING UTILITIES	230.68	2,391.22	2,500.00	108.78	95.7
52-40-20	INSURANCE EXPENSE	.00	14,717.56	16,058.00	1,340.44	91.7
52-40-21	PROFESSIONAL ORG. MEMBERSHIPS	.00	.00	.00	.00	.0
52-40-22	PUBLIC NOTICES	.00	.00	.00	.00	.0
52-40-23	CONTINUING EDUCATION	.00	1,489.02	2,500.00	1,010.98	59.6
52-40-24	OFFICE SUPPLIES/IT	40.10	87.77	1,500.00	1,412.23	5.9
52-40-25	EQUIP-REPAIR & MAINTENANCE	.00	204.43	1,500.00	1,295.57	13.6
52-40-26	DEPRECIATION EXPENSE	.00	.00	400,000.00	400,000.00	.0
52-40-27	POWER FOR LIFT STATIONS	1,303.08	13,185.46	15,000.00	1,814.54	87.9
52-40-28	FUEL AND OIL	294.45	3,616.33	4,000.00	383.67	90.4
52-40-29	UNIFORMS & SAFETY WEAR	153.61	1,680.41	1,500.00	(180.41)	112.0
52-40-30	EQUIPMENT SUPPLIES	.00	.00	.00	.00	.0
52-40-31	DUMP PASSES	.00	.00	.00	.00	.0
52-40-32	ENGINEERING/PROF SERVICES	1,215.00	6,560.00	25,000.00	18,440.00	26.2
52-40-33	LIFT STATIONS MAINT. & REPAIRS	.00	2,525.51	12,000.00	9,474.49	21.1
52-40-34	PW SHOP TOOLS & SUPPLIES	406.98	1,438.31	2,000.00	561.69	71.9
52-40-35	BLUE STAKES EXPENSE	.00	.00	300.00	300.00	.0
52-40-36	UTILITY BILLING	680.03	8,691.20	10,000.00	1,308.80	86.9
52-40-37	CREDIT CARD FEES	431.15	4,656.70	5,178.00	521.30	89.9
52-40-40	INSPECTIONS	.00	.00	.00	.00	.0
52-40-41	SYSTEM REPAIRS	3.37	3.37	17,500.00	17,496.63	.0
52-40-42	TSSD COLLECTION & DISPOSAL FEE	69,786.92	836,107.12	1,200,000.00	363,892.88	69.7
52-40-43	AMERICAN FORK SEWER FEES	2,429.85	26,738.35	30,000.00	3,261.65	89.1
52-40-50	SCADA UPGRADE	.00	314.00	1,000.00	686.00	31.4
52-40-59	CAPITAL EQUIPMENT PURCHASES	.00	10,414.86	16,667.00	6,252.14	62.5
52-40-70	CAPITAY OUTLAY-LIFT STATION PH	.00	.00	.00	.00	.0
52-40-71	10400 N PROJECT (IMP FEE)	.00	.00	.00	.00	.0
52-40-72	DRY CREEK SEWER LINE/LIFT ST	.00	.00	.00	.00	.0
52-40-73	CAPITAL EXPENSES/PROJECTS	25,086.88	986,049.55	2,353,894.00	1,367,844.45	41.9
52-40-74	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.0
52-40-75	INTEREST EXPENSE	.00	.00	.00	.00	.0
52-40-76	BAD DEBT EXPENSE	.00	13.66	.00	(13.66)	.0
52-40-77	RESERVE FUND SID	.00	.00	.00	.00	.0
52-40-78	MURDOCK CANAL PIPING UTILITIES	.00	.00	.00	.00	.0
52-40-80	INDIRECT OVERHEAD	.00	.00	103,167.00	103,167.00	.0
52-40-85	INTERNAL SERVICE IT EXPENSE	.00	.00	1,570.00	1,570.00	.0
52-40-90	TRANSFER TO CAPITAL IMP FUND	.00	.00	.00	.00	.0
52-40-91	TRANSFER TO STORM WATER FUND	.00	.00	.00	.00	.0
52-40-92	TRANSFER TO PRESSURIZED IRR	.00	.00	.00	.00	.0
52-40-99	GASB 68 BENEFITS EXPENSE	.00	.00	2,000.00	2,000.00	.0
	TOTAL EXPENDITURES-SEWER FUND	122,740.96	2,191,741.81	4,512,366.00	2,320,624.19	48.6

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	122,740.96	2,191,741.81	4,512,366.00	2,320,624.19	48.6

PRESSURIZED IRRIGATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES-PI FUND					
53-40-11	SALARIES/WAGES	12,286.19	171,343.13	193,746.00	22,402.87	88.4
53-40-12	OVERTIME	525.88	7,449.45	7,000.00	(449.45)	106.4
53-40-13	EMPLOYEE BENEFITS	6,682.71	82,772.31	105,813.00	23,040.69	78.2
53-40-14	SEASONAL EMPLOYEES	1,003.15	5,706.63	5,000.00	(706.63)	114.1
53-40-15	TECHNICAL MANUALS & CODE BOOKS	.00	.00	.00	.00	.0
53-40-16	SECURITY SYSTEM MAINTENANCE	.00	.00	.00	.00	.0
53-40-17	RADIO MAINTENANCE & TOWER RENT	.00	.00	.00	.00	.0
53-40-18	MOBILE TELEPHONES	.00	2,818.19	2,500.00	(318.19)	112.7
53-40-19	PW BUILDING UTILITIES	213.08	2,208.88	2,000.00	(208.88)	110.4
53-40-20	INSURANCE EXPENSE	.00	19,428.97	22,279.00	2,850.03	87.2
53-40-21	PROFESSIONAL ORG. MEMBERSHIPS	.00	806.50	1,000.00	193.50	80.7
53-40-22	UNIFORMS & SAFETY WEAR	250.00	642.60	600.00	(42.60)	107.1
53-40-23	CONTINUING EDUCATION	.00	1,905.59	1,000.00	(905.59)	190.6
53-40-24	OFFICE SUPPLIES/IT	40.10	105.41	600.00	494.59	17.6
53-40-25	EQUIP-REPAIRS & MAINTENANCE	.00	237.95	.00	(237.95)	.0
53-40-26	DEPRECIATION EXPENSE	.00	.00	450,000.00	450,000.00	.0
53-40-27	POWER FOR LIFT STATIONS	5,731.50	176,215.46	240,000.00	63,784.54	73.4
53-40-28	FUEL & OIL	381.08	4,814.17	4,200.00	(614.17)	114.6
53-40-29	EQUIPMENT SUPPLIES	1,422.59	1,424.74	1,000.00	(424.74)	142.5
53-40-30	PI METER PURCHASES	8,604.04	75,517.58	80,000.00	4,482.42	94.4
53-40-31	PROFESSIONAL & TECH. SERVICES	3,722.16	30,912.42	25,000.00	(5,912.42)	123.7
53-40-32	ENGINEERING EXPENSES	.00	.00	.00	.00	.0
53-40-33	PI MASTER PLAN	.00	.00	.00	.00	.0
53-40-35	BLUE STAKES EXPENSES	199.37	1,591.84	1,000.00	(591.84)	159.2
53-40-36	UTILITY BILLING	680.04	8,691.22	10,246.00	1,554.78	84.8
53-40-37	P. W SHOP TOOLS & SUPPLIES	76.36	700.47	1,500.00	799.53	46.7
53-40-38	PUMP STATION & BOOSTER REPAIRS	865.00	55,707.50	83,000.00	27,292.50	67.1
53-40-40	SCADA MAINTENANCE	.00	950.00	1,200.00	250.00	79.2
53-40-41	SYSTEM REPAIRS	26,652.60	43,257.92	20,000.00	(23,257.92)	216.3
53-40-43	SYSTEM CONNECTION COSTS	.00	.00	.00	.00	.0
53-40-45	CREDIT CARD FEES	431.15	4,656.70	5,178.00	521.30	89.9
53-40-52	SCADA UPGRADE	.00	.00	.00	.00	.0
53-40-59	CAPITAL EQUIPMENT PURCHASES	.00	10,414.86	16,667.00	6,252.14	62.5
53-40-60	CAPITAL EXPENSES/PROJECTS	534,218.67	878,409.76	1,440,944.00	562,534.24	61.0
53-40-71	BOND PRINCIPAL PAYMENT	.00	.00	.00	.00	.0
53-40-72	BOND DISCLOSURE ETC. FEES	.00	.00	.00	.00	.0
53-40-73	WATER SHARE PURCHASES	.00	.00	.00	.00	.0
53-40-74	WATER SHARE ASSESSMENTS	2,756.60	453,093.11	395,000.00	(58,093.11)	114.7
53-40-75	INTEREST EXPENSE BONDS	.00	.00	.00	.00	.0
53-40-76	BAD DEBT EXPENSE	.00	14.62	.00	(14.62)	.0
53-40-77	INTEREST EXPENSE SAVED SHARES	.00	.00	60,000.00	60,000.00	.0
53-40-78	MURDOCK CANAL PIPING UTILITIES	.00	.00	.00	.00	.0
53-40-79	LOSS ON DISPOSITION OF ASSETS	.00	.00	.00	.00	.0
53-40-80	INDIRECT OVERHEAD	.00	.00	97,374.00	97,374.00	.0
53-40-81	EQUIPMENT LEASE & MAINTENANCE	.00	6,391.17	3,500.00	(2,891.17)	182.6
53-40-85	INTERNAL SERVICE IT EXPENSE	.00	.00	1,765.00	1,765.00	.0
53-40-90	TRANSFER OUT OTH NON OPERATING	.00	.00	525,000.00	525,000.00	.0
53-40-99	GASB 68 BENEFITS EXPENSE	.00	.00	4,000.00	4,000.00	.0
	TOTAL EXPENDITURES-PI FUND	606,742.27	2,048,189.15	3,808,112.00	1,759,922.85	53.8

PRESSURIZED IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	606,742.27	2,048,189.15	3,808,112.00	1,759,922.85	53.8

STORM SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES-STORM SEWER					
54-40-11	SALARIES/WAGES	11,199.89	147,542.98	142,019.00	(5,523.98)	103.9
54-40-12	OVERTIME	309.12	1,466.16	1,400.00	(66.16)	104.7
54-40-13	EMPLOYEE BENEFITS	5,864.59	68,041.41	76,118.00	8,076.59	89.4
54-40-15	SEASONAL EMPLOYEES	.00	.00	10,000.00	10,000.00	.0
54-40-16	TECHNICAL MANUALS & CODE BOOKS	.00	.00	.00	.00	.0
54-40-17	RADIO MAINTENANCE & TOWER RENT	.00	.00	.00	.00	.0
54-40-18	MOBILE TELEPHONES	.00	792.23	700.00	(92.23)	113.2
54-40-19	PW BUILDING UTILITIES	213.07	2,208.90	2,500.00	291.10	88.4
54-40-20	CONTINUING EDUCATION	.00	.00	600.00	600.00	.0
54-40-21	COMPUTER PROGRAMS & SOFTWARE	.00	.00	.00	.00	.0
54-40-22	UNIFORMS & SAFETY WEAR	.00	145.62	200.00	54.38	72.8
54-40-23	PROFESSIONAL ORG. MEMBERSHIPS	.00	.00	.00	.00	.0
54-40-24	OFFICE SUPPLIES/IT	40.10	87.77	500.00	412.23	17.6
54-40-25	SYSTEM RECONSTRUCTION	.00	205,526.45	220,000.00	14,473.55	93.4
54-40-26	DEPRECIATION EXPENSE	.00	.00	200,000.00	200,000.00	.0
54-40-27	STREET SWEEPING	15,191.60	30,288.03	20,000.00	(10,288.03)	151.4
54-40-29	EQUIPMENT SUPPLIES	.00	179.33	500.00	320.67	35.9
54-40-30	CELL PHONE	28.00	364.00	.00	(364.00)	.0
54-40-31	FUEL AND OIL EXPENSE	.00	419.28	1,000.00	580.72	41.9
54-40-32	PROFESSIONAL SERVICES	3,879.95	22,370.39	15,000.00	(7,370.39)	149.1
54-40-33	SCHOOL EDUCATION PROGRAMS	.00	.00	.00	.00	.0
54-40-34	CONTRACTOR EDUCATION PROGRAMS	.00	.00	.00	.00	.0
54-40-35	PUBLIC INFORMATION	.00	198.08	.00	(198.08)	.0
54-40-36	UTILITY BILLING	680.04	8,691.18	10,008.00	1,316.82	86.8
54-40-37	UTAH COUNTY COALITION	.00	2,044.00	2,500.00	456.00	81.8
54-40-38	PW SHOP TOOLS & SUPPLIES	.00	167.35	1,200.00	1,032.65	14.0
54-40-39	INSURANCE EXPENSE	.00	2,002.00	2,960.00	958.00	67.6
54-40-40	DEBRIS BASIN ANNUAL MAINTENANC	.00	.00	5,000.00	5,000.00	.0
54-40-41	SYSTEM REPAIRS & MAINTENANCE	15,500.01	101,758.44	110,000.00	8,241.56	92.5
54-40-42	MAINTENANCE & REPAIRS:VEHICLES	.00	.00	1,000.00	1,000.00	.0
54-40-43	SWEEPER TRUCK:BROOMS & PARTS	.00	.00	.00	.00	.0
54-40-44	VAC TRUCK: MAINT. & REPAIR	2,750.00	2,750.00	3,000.00	250.00	91.7
54-40-45	VAC TRUCK: FUEL & OIL	.00	.00	500.00	500.00	.0
54-40-46	ACCENA GROUP	8,630.00	75,585.00	75,000.00	(585.00)	100.8
54-40-47	CREDIT CARD FEES	431.15	4,656.70	5,178.00	521.30	89.9
54-40-50	STORM SEWER CONSTRUCTION	.00	.00	.00	.00	.0
54-40-51	6150 W STORM DRAIN PIPE	.00	.00	.00	.00	.0
54-40-52	BEACON HILLS SPORTS PARK	.00	.00	.00	.00	.0
54-40-53	HIGHLAND SUB PL #1 DET BASIN	.00	.00	.00	.00	.0
54-40-59	CAPITAL EQUIPMENT PURCHASE	.00	10,414.86	16,667.00	6,252.14	62.5
54-40-60	SALT BIN STORAGE	.00	.00	.00	.00	.0
54-40-74	CAPITAL EXPENSES/PROJECTS	.00	141.00	.00	(141.00)	.0
54-40-76	INTEREST EXPENSE	.00	.00	.00	.00	.0
54-40-77	BAD DEBT EXPENSE	.00	3.86	.00	(3.86)	.0
54-40-80	INDIRECT OVERHEAD	.00	.00	15,021.00	15,021.00	.0
54-40-81	NCRS VIEWPOINT FLOOD CONTROL	.00	.00	.00	.00	.0
54-40-85	INTERNAL SERVICE IT EXPENSE	.00	.00	1,020.00	1,020.00	.0
54-40-90	TRANSFER TO DEBRIS BASIN FUND	.00	.00	.00	.00	.0
54-40-91	TRANSFER TO CAPITAL PROJ BUILD	.00	.00	.00	.00	.0
54-40-99	GASB 68 BENEFITS EXPENSE	.00	.00	200.00	200.00	.0
	TOTAL EXPENDITURES-STORM SEWER	64,717.52	687,845.02	939,791.00	251,945.98	73.2

STORM SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRANSFERS					
54-90-92	TRANSFER TO CAPITAL PROJ ROAD	.00	.00	.00	.00	.0
	TOTAL TRANSFERS	.00	.00	.00	.00	.0
	TOTAL FUND EXPENDITURES	64,717.52	687,845.02	939,791.00	251,945.98	73.2

CULINARY WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES-CULINARY WATER					
55-40-10	WAGES	.00	.00	.00	.00	.0
55-40-11	SALARIES/WAGES	19,070.05	249,194.25	227,159.00	(22,035.25)	109.7
55-40-12	OVERTIME	1,480.66	9,868.21	8,000.00	(1,868.21)	123.4
55-40-13	EMPLOYEE BENEFITS	10,051.06	115,465.79	134,597.00	19,131.21	85.8
55-40-14	SEASONAL EMPLOYEES	1,003.15	5,706.63	5,000.00	(706.63)	114.1
55-40-15	TECHNICAL MANUALS & CODE BOOKS	.00	.00	.00	.00	.0
55-40-17	RADIO MAINT. & TOWER RENTAL	10.07	373.84	300.00	(73.84)	124.6
55-40-18	MOBILE TELEPHONES	.00	32.99	.00	(32.99)	.0
55-40-19	PW BUILDING UTILITIES	213.07	2,208.88	2,000.00	(208.88)	110.4
55-40-20	SECURITY SYSTEM MAINTENANCE	.00	.00	.00	.00	.0
55-40-21	PROFESSIONAL ORG. & TRAINING	.00	940.50	1,000.00	59.50	94.1
55-40-22	UNIFORMS & SAFETY WEAR	.00	942.61	800.00	(142.61)	117.8
55-40-23	CONTINUING EDUCATION	.00	2,792.29	2,500.00	(292.29)	111.7
55-40-24	OFFICE SUPPLIES/IT	40.10	202.56	500.00	297.44	40.5
55-40-25	EQUIP.-REPAIRS & MAINTENANCE	.00	.00	.00	.00	.0
55-40-26	DEPRECIATION EXPENSE	.00	.00	375,000.00	375,000.00	.0
55-40-27	POWER FOR WELLS & LIFT STATION	11,527.09	119,268.78	170,000.00	50,731.22	70.2
55-40-28	FUEL EXPENSE VEHICLES	440.70	9,650.29	9,200.00	(450.29)	104.9
55-40-29	MOBILE PHONES	46.16	4,574.23	3,300.00	(1,274.23)	138.6
55-40-30	WATER TESTING & NOTIFICATION	556.00	14,516.00	13,000.00	(1,516.00)	111.7
55-40-31	ENGINEERING & PROFESSIONAL SER	3,901.33	19,093.83	40,000.00	20,906.17	47.7
55-40-32	CREDIT CARD FEES	431.15	4,656.70	5,178.00	521.30	89.9
55-40-33	INSURANCE EXPENSE	.00	9,965.00	13,579.00	3,614.00	73.4
55-40-34	EQUIPMENT SUPPLIES	315.10	3,591.71	3,500.00	(91.71)	102.6
55-40-35	BLUE STAKES EXPENSES	412.41	1,316.39	1,200.00	(116.39)	109.7
55-40-36	UTILITY BILLING	680.04	10,891.22	10,008.00	(883.22)	108.8
55-40-37	PW SHOP TOOLS & SUPPLIES	.00	2,590.93	1,800.00	(790.93)	143.9
55-40-38	PUMP STATION & BOOSTER REPAIRS	37.95	5,654.60	5,000.00	(654.60)	113.1
55-40-39	SCADA MAINTENANCE	.00	4,051.86	2,200.00	(1,851.86)	184.2
55-40-41	SYSTEM REPAIRS	20,140.44	68,821.12	80,000.00	11,178.88	86.0
55-40-50	CAPITAL EXPENSES PROJECTS	86,021.85	1,675,497.73	1,650,000.00	(25,497.73)	101.6
55-40-51	CAPITAL OUTLAY EQUIPMENT	.00	43,251.84	56,667.00	13,415.16	76.3
55-40-52	SCADA UPGRADE	.00	380.00	.00	(380.00)	.0
55-40-55	WATER METER PURCHASES	25,648.23	79,557.48	55,000.00	(24,557.48)	144.7
55-40-72	BOND ELECTION COSTS	.00	.00	.00	.00	.0
55-40-73	WATER SHARE PURCHASES	.00	.00	.00	.00	.0
55-40-74	WATER SHARE ASSESSMENTS	360.00	501.00	1,600.00	1,099.00	31.3
55-40-75	INTEREST EXPENSE	.00	.00	.00	.00	.0
55-40-76	BAD DEBT EXPENSE	.00	32.07	.00	(32.07)	.0
55-40-77	PRESSURE REDUCING VALVES	.00	.00	.00	.00	.0
55-40-78	CAPITAL OUTLAY	.00	.00	.00	.00	.0
55-40-79	CROSS CONN. CONTROL UPGRADES	.00	3,245.15	5,000.00	1,754.85	64.9
55-40-80	INDIRECT OVERHEAD	.00	.00	31,984.00	31,984.00	.0
55-40-81	WELL REBUILDS	.00	.00	.00	.00	.0
55-40-82	WATER TANK DEMOLITION	.00	.00	.00	.00	.0
55-40-83	WATER LINE 4800 WEST	.00	.00	.00	.00	.0
55-40-84	MURDOCK CANAL PIPING UTILITIES	.00	.00	.00	.00	.0
55-40-85	EQUIPMENT RENTAL & MAINTENANCE	.00	6,844.62	3,500.00	(3,344.62)	195.6
55-40-86	INTERNAL SERVICE IT EXPENSE	.00	.00	1,985.00	1,985.00	.0
55-40-90	TRANSFER TO CAPITAL PROJECTS	.00	.00	.00	.00	.0
55-40-99	GASB 68 BENEFITS EXPENSE	.00	.00	1,200.00	1,200.00	.0

CULINARY WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOTAL EXPENDITURES-CULINARY WATER	182,386.61	2,475,681.10	2,921,757.00	446,075.90	84.7
	CONSTRUCTION					
55-44-10	WAGES	.00	.00	.00	.00	.0
55-44-11	PART TIME WAGES	.00	.00	.00	.00	.0
55-44-12	OVERTIME	.00	.00	.00	.00	.0
55-44-13	EMPLOYEE BENEFITS	.00	.00	.00	.00	.0
55-44-24	OFFICE SUPPLIES & POSTAGE	.00	.00	.00	.00	.0
55-44-28	FUEL EXPENSE VEHICLES	.00	.00	.00	.00	.0
55-44-29	MOBILE PHONES	.00	.00	.00	.00	.0
55-44-31	ENGINEERING & PROFESSIONAL SER	.00	.00	.00	.00	.0
55-44-32	ENGINEERING EXPENSE	.00	.00	.00	.00	.0
55-44-40	INSPECTIONS	.00	.00	.00	.00	.0
55-44-41	REPAIRS	.00	.00	.00	.00	.0
55-44-43	NEW SERVICE INSTALLATION	.00	.00	.00	.00	.0
55-44-44	NEW METER INSTALLATION	.00	.00	.00	.00	.0
55-44-45	WELL HOUSE PRELIMINARY ASSESSM	.00	.00	.00	.00	.0
55-44-78	CAPITAL OUTLAY	.00	.00	.00	.00	.0
55-44-79	LOSS ON DISPOSITION OF ASSETS	.00	.00	.00	.00	.0
55-44-90	TRANSFER TO CAPITAL IMP FUND	.00	.00	.00	.00	.0
	TOTAL CONSTRUCTION	.00	.00	.00	.00	.0
	TOTAL FUND EXPENDITURES	182,386.61	2,475,681.10	2,921,757.00	446,075.90	84.7

HIGHLAND CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2022

UTILITY TRANSPORTATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES-ROAD FEE					
56-40-11	SALARIES/WAGES	3,863.36	52,109.19	49,533.00	(2,576.19)	105.2
56-40-12	OVERTIME	31.62	189.24	.00	(189.24)	.0
56-40-13	EMPLOYEE BENEFITS	1,653.74	20,195.61	25,013.00	4,817.39	80.7
56-40-36	UTILITY BILLING	680.03	8,583.35	10,002.00	1,418.65	85.8
56-40-45	CREDIT CARD FEES	431.15	4,656.70	3,500.00	(1,156.70)	133.1
56-40-70	ROAD FEE PROJECTS	500,492.25	1,616,068.12	1,625,000.00	8,931.88	99.5
56-40-76	BAD DEBT EXPENSE	.00	5.97	.00	(5.97)	.0
	TOTAL EXPENDITURES-ROAD FEE	507,152.15	1,701,808.18	1,713,048.00	11,239.82	99.3
	TOTAL FUND EXPENDITURES	507,152.15	1,701,808.18	1,713,048.00	11,239.82	99.3

INTERNAL SERVICE IT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES-INTERNAL SVC IT					
57-40-25	INTERNAL SERVICE EXPENSES	1,040.00	41,879.70	32,000.00	(9,879.70)	130.9
	TOTAL EXPENDITURES-INTERNAL SVC IT	1,040.00	41,879.70	32,000.00	(9,879.70)	130.9
	TOTAL FUND EXPENDITURES	1,040.00	41,879.70	32,000.00	(9,879.70)	130.9

GENERAL FIXED ASSETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
91-40-20	GEN. FA DEPR. EXPENSE	.00	.00	.00	.00	.0
91-40-21	CEMETERY FA DEPR. EXPENSE	.00	.00	.00	.00	.0
91-40-22	PARKS FA DEPR. EXPENSE	.00	.00	.00	.00	.0
91-40-23	PUB. SERVICE FA DEPR. EXPENSE	.00	.00	.00	.00	.0
91-40-24	STREET FA DEPR. EXPENSE	.00	.00	.00	.00	.0
	TOTAL DEPARTMENT 40	.00	.00	.00	.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	.0

LONG TERM DEBT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
95-40-10	INTEREST/AMORTIZATION EXPENSE	.00	.00	.00	.00	.0
	TOTAL DEPARTMENT 40	.00	.00	.00	.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00	.0