



HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, August 2, 2022

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

VIRTUAL PARTICIPATION



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



Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order – Mayor Kurt Ostler

Invocation – Council Member Brittney P. Bills

Pledge of Allegiance – Mayor Kurt Ostler

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. **Interim City Administrator** – *Mayor Kurt Ostler*

Mayor Kurt Ostler will present Assistant City Administrator Erin Wells as the Interim City Administrator.

b. **Service Recognition for Roger Dixon** – *Council Member Kim Rodela*

Council Member Kim Rodela will present a special recognition award to Roger Dixon for his service on the Library Board.

c. **Beautification Committee Report** – *Chairperson Cary Wise*

Chairperson Cary Wise will report on the recent activities of the Beautification Committee.

d. **Water Presentation** – *Pressurized Irrigation Superintendent Tayson Arnoldsen*

Pressurized Irrigation Superintendent Tayson Arnoldsen will give a brief update on current water conditions in Highland City.

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 – June 7, 2022

- 4. PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT – DEFINITION OF MAIN DWELLING** *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 10-102 Definitions to revise the definition of a Main Dwelling and what constitutes attached to or part of a Main Dwelling as compared to accessory structures. The City Council will take appropriate action.
- 5. PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT – NEWSPAPER NOTICES** *Legislative – Kellie Smith, Planner & GIS Analyst*
 The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend several sections of the Development Code relating to removing newspaper noticing requirements for public hearings. The City Council will take appropriate action.
- 6. ACTION: IMPACT FEE AGREEMENT WITH KANES & WILY** *Administrative – Rob Patterson, City Attorney*
 The City Council will consider a request from the Kane family regarding the calculation of the pressurized irrigation impact fee requirement for their property located at 11224 North Tamarack Drive. The Council will take appropriate action.
- 7. AGREEMENT: 2022 DEBRIS BASIN PROJECT INTERLOCAL COOPERATION AGREEMENT** *Legislative – Andy Spencer, City Engineer/Public Works Director*
 The City Council will consider an interlocal agreement with American Fork City and Cedar Hills City pertaining to the pending reconstruction of the outlet structure and bridge for the jointly owned and managed American Fork Canyon Debris Basin. The Council will take appropriate action.
- 8. MINOR SUBDIVISION FINAL PLAT: HHC HIGHLAND** *Administrative – Kellie Smith, Planner & GIS Analyst*
 The City Council will consider a request Holmes Homes Custom LLC for approval of a proposed 2-lot subdivision located at approximately 6386 W and 6390 W 10400 N. The City Council will take appropriate action.
- 9. ACTION: HIGHLAND TOWN PLAZA PARKING CONFIGURATION** *Administrative – Kellie Smith, Planner & GIS Analyst*
 The City Council will consider a request from WPI to adjust the parking configuration for the Highland Town Plaza site. The Council will take appropriate action.
- 10. ACTION: PRIORITIZATION OF ENCROACHMENT POLICY ENFORCEMENT** *Legislative – Kellie Smith, Planner & GIS Analyst*
 The City Council will consider which neighborhoods or areas should be prioritized when enforcing the encroachment policy adopted by the City Council on July 19th, 2022. The Council will take appropriate action.
- 11. CONSTRUCTION CONTRACT: HIGHLAND GLEN PARK PAVILION IMPROVEMENTS** *Administrative – Andy Spencer, City Engineer/Public Works Director*
 The City Council will consider entering into a contract with LGL Construction for improvements at the pavilion at Highland Glen Park. 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. **Trail Maintenance Plan** – *Andy Spencer, City Engineer/Public Works Director*

b. **Highland Fling Update** – *Mayor Kurt Ostler*

c. **Future Meetings**

- 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
- September 6, City Council Meeting, 7:00 pm, City Hall
- September 14, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
- September 20, City Council Meeting, 7:00 pm, City Hall
- September 27, 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, 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, at the Lone Peak Fire Station and Lone Peak Police Station, on the Utah State website (<http://pmn.utah.gov>), and on Highland City's website (www.highlandcity.org).

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

Posted and dated this agenda on the 28th day 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	Council approved July 19. Will discuss prioritization on August 2.
Work with agreement with USAC for soccer fields – 10/19/2021	Mayor & PTTC	July 2022	Define exit clause and bring back to Council.
Deferred Open Space sale properties	Kellie Smith & Council	Summer 2022	Sale approved. Working with neighbors to come up with dividing lines.
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, June 7, 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 REGULAR SESSION

Call to Order – Mayor Kurt Ostler

Invocation – Council Member Kim Rodela

Pledge of Allegiance – Council Member Brittney P. Bills

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:03 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 Kim Rodela and those in attendance were led in the Pledge of Allegiance by Council Member Brittney P. Bills

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS

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

CITY STAFF PRESENT: City Administrator/Community Development Director Nathan Crane, Assistant City Administrator Erin Wells, City Attorney Rob Patterson, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Assistant Public Works Director Jeff Murdoch, Planner/GIS Analyst Kellie Smith, Police Chief Brian Gwilliam, Fire Chief Brian Patten

OTHERS PRESENT: Jon Hart, Elizabeth Rice, Eileen Miller, Alan Rencher, Sophia Thompson, Wesley Warren, Dave Hall, Brian Braithwaite, McKay Christensen

1. UNSCHEDULED PUBLIC APPEARANCES

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

Elizabeth Rice stated she is a retired schoolteacher and one week ago she had a fire at her home; she commended the Police and Fire professionals for their response to the fire and noted she is in favor of giving them raises. She

has visited with the County Assessor's Office about the proposed tax increases across the County that will result in her tax bill being increased to \$882 per year. She understands the need for and purpose of tax increases but noted that the residency of Highland is not able to withstand the ongoing tax increases. She plead with the Council to think of those on a fixed income who will be burdened by the tax increase. She noted there are 62 new homes being built by her and she has some recommendations for the Council to consider; she noted these recommendations are based upon her experience as a former Planning Commissioner. She stated that when she was on the Planning Commission the City reduced 'hook-up' fees for new residences, but she is opposed to that and feels that new residents should pay those fees to generate sufficient revenue to cover the increased level of service. She stated that if she were to sell her home, she would owe the Internal Revenue Service (IRS) \$100,000; this is unacceptable to her and many others at this time.

Dave Hall discussed a run club that was started in the City; it initially included 25 members but has rapidly grown to over 100 members. He would like them to move their meeting site to another location in the City due to increased traffic and more on-street parking than expected. He noted that the initial meeting spot was at the end of a dead-end street – Canterbury Circle; he built his home there because of it was a dead-end street with no speeding cars or excessive noise, but last summer he woke up one morning to dozens of vehicles parked on both sides of the street, blocking fire hydrants, and children running everywhere. There was a lady with a blow-horn who was yelling encouraging words to the runners and loud music was playing; he asked that these activities be halted, and the club declined. They indicated that the City told them to locate at that spot. When the season was over, there was a meeting with the residents, the club and the City. The City told them that what was acceptable in neighborhood parks. The summer before, the City had asked a football team that was practicing in that park to find another site the next year because it was too impactful to the neighborhood. The running club packed the meeting because they outnumber the residents and it appeared that everyone was in favor of it. However, his neighbors were happy that the City would direct the club to find a new location for this summer; but, to his surprise, he was awakened the first Monday after school adjourned by the club. He feels that the activity is unsafe for the children who are participating there on a daily basis. He stated that he has four children in the running club, and he will be inconvenienced by the running club moving to another location; he asked that the City follow through and direct the club to move to another location. He stated this has the potential to create a great deal of contention for his neighborhood and he asked that the club relocate to a location that has adequate bathroom facilities, parking, and spacing from residents. The club has a great plan, and they are doing good work, but they need to locate into a reasonable location. He stated he is willing to send correspondence from his neighbors to the City so long as the City will protect their identity.

Mayor Ostler asked if he could protect the identity of the residents if that information is provided to him. City Attorney Patterson stated any document submitted to a government entity would be public. Mr. Hall stated he can communicate the number of residents who have reached out to him to express their opposition as well as those that support, but he will not provide the names of individuals.

Alan Rencher referenced the discussion of the Mountain Ridge Park project; he noted that it is time for the City to move forward with the project after many years of discussion. There has been reasonable and thoughtful discussion and compromise and he is extremely supportive of the plan that has been developed. He thanked the Mayor and Council for their efforts and for listening to their constituents.

2. PRESENTATIONS

a. Water Update – Jeff Murdoch, Assistant Public Works Director

Jeff Murdoch, Assistant Public Works Director, will provide an update on the current water conditions in Highland City.

Pressurized Irrigation Superintendent Arnoldsen used the aid of a PowerPoint presentation to provide an update on water conditions in the City; he presented graphs that illustrate the amount of water available during the 2021 watering season and so far this year. Extreme drought conditions persist across the entire State of Utah and Highland City is doing its part to conserve water; efforts will reduce usage 17 percent this year when compared to 2021 and 26 percent when compared to 2020. He summarized the public communication methods that have been used to communicate water restrictions to the residents of the City. Brief discussion among the Council and staff centered on the depth of wells used to supply the pressurized irrigation (PI) system; efforts to recharge aquifers; and partnering with other irrigation companies to utilize unused water in areas of need.

b. Fraud Risk Assessment – Tyler Bahr, Finance Director

The Council will discuss continued implementation of the State Auditor's Fraud Risk Assessment. This item is being presented for discussion only to fulfill requirements of the State Auditor's Office, formal action will not be taken.

Finance Director Bahr used the aid of a PowerPoint presentation to discuss the City's annual fraud risk assessment; there were 21 questions in the assessment with points awarded for each criterion that is met. The primary focus on the assessment is to ensure basic separation of duties. The City's most recent score is 305, which is up from 245 last year. This is due to efforts to further separate duties, promote the State's fraud hotline, implementing an ethical behavior statement, and completing staff training. An additional 20 points can be achieved if all members of the Council will complete training required by the State Auditor's Office; it must be completed once each term of office. He then presented the 'fraud triangle' to illustrate the importance of separation of duties for elected and appointed officials.

c. Highland City Youth Council – Youth Council Representative

A member of the Highland City Youth Council will report on previous and upcoming activities.

Sophia Thompson, Government Chair for Highland City Youth Council, reported on the most recent meeting of the group and efforts to plan special events for the 2022 summer season.

3. CONSENT ITEMS (5 minutes)

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a. Approval of Meeting Minutes Administrative – Stephannie Cottle, City Recorder
City Council Work Session – April 12, 2022 and City Council Work Session and Regular Meeting – April 19, 2022

b. ACTION: Building Inspector Vehicle Purchase Administrative – Nathan Crane, AICP, City Administrator/Community Development Director
The City Council will consider a request to authorize purchase of a four-wheel drive vehicle to be used by the Building Department. The Council will take appropriate action.

c. RESOLUTION/AGREEMENT: Utah County Community Development Block Grant Program Interlocal Agreement Administrative – Stephannie Cottle, City Recorder
The City Council will consider entering into an amended interlocal agreement with Utah County relating to the Community Development Block Grant Program for fiscal year 2023, 2024, and 2025. The Council will take appropriate action.

Mayor Ostler asked to pull item 3b from the consent agenda.

Council Member Scott asked to pull item 3c from the consent agenda.

Council Member Kim Rodela MOVED to approve consent items 3a.

Council Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Absent</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Absent</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 3:0.

3b. Mayor Ostler asked that item 3b be pulled from the consent agenda in order for the Council and staff to discuss and fully understand the justification for the purchase of a Building Inspector vehicle. Mr. Bahr noted that the City hired a building inspector in February and due to supply chain issues, the delivery of many products, including vehicles, has been delayed. An F-150 matching the City's requirements became available due to another jurisdiction cancelling its order prior to delivery. The cost of the vehicle is \$40,751.51 using the State contract and the source of the funding is Fiscal Year (FY) 2022 building permit revenue. Delivery may occur in FY22 or 2023.

Council Member Scott L. Smith MOVED to approve consent items 3b action on building inspector truck with updated price information.

Council Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Absent</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 4:0.

3c. Council Member Smith stated that he had questions about the funding of the Community Development Block Grant (CDBG) program; he is concerned about strings attached to the funding. The City has been involved in the program for the last three years but has not received any funding. When he read through the background information, he found a lot of requirements relating to allowing high density or affordable housing. He is not supportive of entering into the agreement if it will force the City to do things that the majority of the residency does not want. Staff provided information about the income and demographic requirements the City must meet in order to secure CDBG funding; if the City does sign the agreement, it will not be necessary for the City to apply for funding. There was a brief discussion about the types of projects that could be funded with CDBG funds.

Council Member Bills asked City Administrator/Community Development Director Crane if he is aware of any projects in the City for which the City may desire to seek CDBG funding. Mr. Crane answered yes but noted that if the Council is concerned about any requirements associated with the receipt of grant funds, they could direct Administration to not apply for funding.

Council Member Kim Rodela MOVED that the City Council approve the resolution to participate in the Utah County Community Development Grant Program.

Council Member Sarah D. Petersen SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Absent</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>No</i>

The motion passed 3:1.

4. PUBLIC HEARING/ACTION: DECLARATION OF SURPLUS PROPERTY AND PROPERTY EXCHANGE/BOUNDARY LINE AGREEMENT *Legislative - Kellie Smith, Planner/GIS Analyst*

The City Council will hold a public hearing to consider the disposal of 13,374 square feet of public property along the Highland City border in the Beacon Hills Plat H subdivision. The City Council will also review the proposed Property Exchange and Boundary Line Agreement between Highland City and Alpine Joint Venture. The Council will take appropriate action.

Planner/GIS Analyst Kellie Smith explained 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. 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. Ms. Smith presented a map illustrating the proposed property swap, after which she noted on May 17, 2022, the City Council completed the first step by adopting a resolution to authorize staff to begin the disposal process of the subject property. Staff posted public hearing notices on the State and City websites, and in three public places on May 18, 2022. The purpose of this item is to hold the public hearing and adopt a resolution to approve the disposal of the subject property. Staff recommends the Council approve the proposed resolution.

Council Member Smith stated that he appreciates staff's efforts on this matter but noted that he noticed that the agreement provides for the annexation of property on the west side of Angel's Landing into Draper. Mayor Ostler stated that the property referenced by Council Member Smith is located in unincorporated County area and the agreement indicates that the City would agree to the annexation of that property into Draper. Ms. Smith added that annexation is based upon the City's annexation declaration plan. Council Member Smith stated there has been a great deal of contention surrounding the Blue Bison property and in order to get trail connection, Highland

is agreeing to let them annex into Draper City where they could build more high-density housing. He stated that this may create additional problems.

Council Member Timothy A. Ball arrived at 7:46 p.m.

Council Member Bills stated that if the property is annexed into Highland, the City will be required to provide utilities and road connections. Council Member Smith stated that may be the case, but the existing problems are related to Blue Bison's high-density development and those problems will only worsen if they are allowed to build more high density on the west side. Mayor Ostler stated that part of the problem was a lack of connectivity in the area; right now, the property is in Utah County, and he is not sure that Highland can stop them from annexing into Draper City. Ms. Smith provided clarification regarding the property that is already located within Highland and Draper City boundaries as well as the property that is still located in unincorporated County property.

Mayor Ostler opened the public hearing at 7:52 p.m.

There was no public comment.

Mayor Ostler closed the public hearing at 7:52 p.m.

Council Member Rodela indicated the Council has been discussing this issue for the past six months and she feels the resolution that has been drafted by staff is beneficial.

Council Member Kim Rodela MOVED that the City Council approve the Resolution disposing of certain open space in the Beacon Hills Plat H subdivision, as shown in Exhibit A, and the Property Exchange and Boundary Line Agreement between Highland City and Alpine Joint Venture.

Council Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Abstain</i>

The motion passed 4:1.

5. CONSTRUCTION CONTRACT: FENCING FOR HOG HOLLOW TRAILHEAD CONNECTION TO DRAPER TRAIL SYSTEMS *Administrative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider the award of a contract for installation of a black vinyl-coated chain link fence in conjunction with the trail realignment on the west side of the Hog Hollow pressurized irrigation pond. The Council will take appropriate action.

Assistant Public Works Director Murdoch said in late 2021 access from the Hog Hollow trailhead to the Draper City trail system was restricted from crossing a parcel of private land by the landowner. City elected officials and staff began exploring alternate routes to allow users to access the Draper trails. Highland City was able to negotiate an agreement with the adjacent property owner, Alpine Joint Ventures, for a land exchange to facilitate the new

trail connection. Highland City will receive a 20' trail corridor adjacent to the west side of the existing pressurized irrigation pond. Alpine Joint Ventures will receive a portion of Highland City land directly south of this location. The agreement requires Highland City to build a 6-foot fence along the new City boundary adjacent to the trail. The fence will prevent trail users from entering the Alpine Joint Venture Property while allowing a route to the Draper trail systems. It also requires the City to relocate the fence along the existing City parcel to the new boundary. The City has received a bid from Northwest Fence to install 560' of 6' black vinyl coated chain link fence to be placed along the newly acquired trail corridor and to relocate a small portion of the existing fence at the pond to facilitate a turn in the trail. The bid for the chain link fence and installation is \$19,500.00. The bid to relocate the 663' of five-strand barb wire fence to define the AJV adjusted boundary to the south is \$5,400.00. Volunteer efforts from residents and the Lone Peak Mountain Bike Club are being arranged to construct the trailway. As such, the City does not expect to pay any additional contractor funds to construct the trail connection. City staff have provided pulverized asphalt millings to the trail location to be spread by the volunteers. The City received a second bid for the chain link fence from Mountain States fence. Northwest was the least expensive bid when the lengths and unit prices were compared. The bid from Mountain States did not include the correct quantity, it was short by 30-feet. When the correct length is included on the Mountain States bid, the bid from Northwest bid is \$1,029.81 lower. A bid comparison is included in the attachments. Mr. Murdoch noted the total cost is \$24,900.00. The approved preliminary budget for FY2023 (GL 10-70-73) contains \$25,000 that is intended for this fencing. The budget is sufficient to fund the fencing portion of the trail relocation project. Staff recommends Highland City enter into a contract with Northwest Fence Co. in the amount of \$24,900.00 to provide and install the fencing portion of the Hoggs Hollow trail connector to Draper City and relocate the existing five-strand barb wire fence to the new boundary location for the exchanged Alpine Joint Venture property.

Mayor Ostler referenced a rendering in the meeting packet that identifies the location of the proposed fencing.

Council Member Smith asked why the fence is needed. Mayor Ostler stated that was part of the negotiation of the land swap agreement.

Council Member Rodela asked if the City has received any donations for the fence. City Administrator/Community Development Director Crane noted the bike club is constructing the trail and the City will pay to install the fence. The bike club has reached out to other cities, and they are helping to cover the cost of building the trail. Council Member Smith stated he would like if the City would try to raise some funding for the fence. Mayor Ostler stated that the City has agreed to pay for the fence. Council Member Rodela stated that she is comfortable funding the fence; the bike club is paying to build the trail and it is important to keep the trail open.

Council Member Smith stated that the Angel's Landing property is part of the defined open space in the City, and he asked if the fence can be funded with open space fee revenues or land sales revenues. Finance Director Bahr noted that funding from the General Fund has been identified for the project. Mayor Ostler inquired as to the open space sales fund balance. Mr. Bahr stated there is approximately \$200,000 in that fund. Council Member Smith stated that he would like to use that account as a funding source for the fence. Council Members Bills and Peterson agreed.

Council Member Scott L. Smith MOVED that the City Council approve the purchase contract with Northwest Fence Company in the amount of \$24,900.00 for areas associated with the Alpine Joint Ventures land exchange to facilitate the Hog Hollow trail connections and authorize the City Administrator to execute the necessary contract documents. The funding comes out of the open space land sale fund.

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.

6. DISCUSSION: ARCHITECTURAL REVIEW - TEN SEVEN HUNDRED BROWNSTONE UNITS *Legislative - Kellie Smith, Planner/GIS Analyst*

The City Council will provide input regarding the architectural elevations for the Brownstone Units in the Ten Seven Hundred subdivision located at approximately 10786 N 5320 W. This item is for discussion and direction only.

Planner/GIS Analyst Smith reported the subject property was rezoned to a Planned Development (PD) district allowing for a mixed-use development on August 4, 2020. The Apple Creek PD District includes architectural design guidelines for both the residential and commercial buildings in the development. One of the stipulations of approval states, “the architectural design shall be reviewed by the City Council for input.” On April 20, 2021, along with the Final Plat review for the Ten Seven Hundred subdivision, the City Council was sent three (3) elevation examples for the Villas. There was minor discussion on the design during the meeting (see Attachment #4 for meeting minutes). McKay Christiansen submitted a building permit for one of the Brownstone units. Staff’s review of the proposed architectural plans is to assure compliance with the Residential Architectural Design Guidelines and Residential Stylebook established in the Apple Creek PD Narrative. This is an administrative review completed by Staff. The purpose of this item is to give the City Council an opportunity to provide input on the proposed architecture as required by the stipulations. Ms. Smith presented the elevations for the project and briefly discussed exterior materials, window treatments, colors, building height, roof style, and home styles, after which she concluded this item is being presented for information and discussion as required by the stipulations of approval. No formal action is required; however, the Council should provide input on the elevations as appropriate.

Mayor Ostler invited input from the applicant.

McKay Christiansen discussed the proposed architecture for the brownstones and villas; there was brief discussion among the Council and Mr. Christiansen regarding topics such as setbacks, the locations of doors and windows on the units, storage capacity in each of the units, building heights, unit sizes, open/green space in the project area. Council Member Smith and Mayor Ostler expressed concern about the design of the buildings; they indicated the appearance is somewhat industrial rather than residential. Mr. Christiansen stated that he feels when the entire project is complete, it will be cohesive, and the residential units will be set apart from the commercial space. Council Member Smith stated that locating the garages in front of the units creates a warehouse appearance. He also asked if there are any public safety concerns regarding the narrow alleyways between buildings and brownstone units. Police Chief Gwilliam stated he has not had the chance to look at the plans. City Administrator/Community Development Director Crane stated that the design meets setbacks approved for this district in which the project is located.

Mayor Ostler asked what staff needs from the Council at this time. Ms. Smith reiterated this was a discussion item only and the applicant was interested in hearing feedback from the Council. Council Member Smith reiterated his concern about the style of the project. He stated he does not feel that it fits in Highland and with its surroundings.

Council Member Rodela stated she actually likes the design; she feels it is more modern and that Mr. Christiansen has done a good job at tying different uses together. He asked if there is interested from buyers. Mr. Christiansen stated that there are six people who have expressed interest in purchasing the villas.

Mayor Ostler asked when construction will commence. Mr. Christiansen stated that building will start on the Villas in the next 60 days.

Council Member Bills asked how much each unit will sell for. Mr. Christiansen stated that he is not sure of the sales price at this point, but it will be market driven.

Council Member Rodela asked when the office space will be constructed. Mr. Christiansen stated that he will need letters of intent from prospective tenants before he can secure lending for the project. Council Member Rodela stated that the Council is willing to help to recruit retailers to the project. Mayor Ostler agreed. He then noted he is concerned about the spacing between buildings/units and he somewhat agrees with Council Member Smith's assessment that the project looks industrial. Mr. Christiansen stated the 'arrival experience' is important to him and he will review the design to determine if adjustments are appropriate. Mayor Ostler asked if any of the units in the project area will be used as short-term rentals. Mr. Christiansen stated that is not an allowed use in the project area.

7. AGREEMENT: PUBLIC/PRIVATE PARTNERSHIP WITH USAC

Administrative - Nathan Crane, AICP City Administrator/Community Development Director

The City Council will review a proposed lease agreement with Utah Surf Athletic Club (USAC) for a Public/Private Partnership for the construction and use of the soccer fields at Mountain Ridge Park. The Council will take appropriate action.

City Administrator/Community Development Director Crane explained the Park Committee has been working with USAC regarding a lease agreement for the construction and use of the planned soccer fields at Mountain Ridge Park. He discussed the major elements of the agreement as outlined below:

General:

- Length – 11 years with an option for 5-year renewals. The contract would be renegotiated after seven years.
- Termination – termination occurs if an agreement to renew/extend cannot be reached, either party defaults on the agreement, USAC provides a one-year notice, or the City provides. The City would be responsible to reimburse USAC for the cost of the improvements if the contract is terminated early.

USAC Obligations:

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

City Obligations:

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

He also discussed use of the property as defined in the agreement:

USAC Field Use

March, April, May

M-Th 3:00pm – 9:00pm. (Priority usage)

Friday - None

Sat 7:00am – 2:00pm (Last Game Starts at 2:00)

Sunday Open

June, July, August

M-Th 7:00am – 1:00pm (2 fields)

M-Th 5:00pm-9:00pm (1 field)

1 Field Fri - Sat 8:00am-12:00pm

1 Field Fri-Sat - None

Sunday Open

(Field rest period of 3-4 weeks allowing fields to recover from use by Tenant-TBD each year)

September, October, November

M-Th 3:00pm – 9:00pm. (Priority usage)

Friday - None

Sat 7:00am – 2:00pm (Last Game Starts at 2:00)

Sunday Open

City Use of the Property: Families, individuals, neighbors, friends, and other members of the public who want to play games, recreate, and engage in activities such as, but not limited to: Kite flying, tag, picnics, games of “catch,” frisbee, non-organized field and sports games with family, friends, and neighbors (i.e. occasional pickup games of soccer, football, Lacrosse, etc.), so long as such games are not considered “organized games or usages,” as defined herein, and the Highland Fling. Other activities and uses may be approved with the express written consent of the Tenant, which shall not be unreasonably withheld if such activities and uses do not materially interfere with Tenant’s use of the Property or damage the Property and Facility.

Prohibited uses of Property by Public: Any and all “organized games or usages” which is defined as including games, practices, or scrimmages by individuals or groups where (1) participants paid a fee to participate in the group or organization, (2) participants are part of team with any type of similar attire (uniforms, t-shirt, etc.), excluding individuals or groups that temporarily mark themselves for a single, non-organized game with family, friends, and neighbors, (3) participants have a designated or volunteer coach or trainer; (4) participants practice together as a team or group for other events or games, whether organized or not, (5) participants play games against other organized teams or participate in any organized leagues or scheduled events.

Mr. Crane concluded that the updated agreement has been sent to USAC for their review, but he has not had contact from the organization for a few weeks.

Mayor Ostler stated that the Council has reviewed the agreement a few times, but there has been some concern expressed by a few Council Members; he invited them to share their concerns.

Council Member Rodela indicated the Council has heard received several emails from residents who are opposed to this arrangement. The one that resonated with her the most was from Derrik Rykert of the American Fork Parks Department who has worked with USAC in American Fork. She noted that Mr. Rykert indicated there are parks that are well suited for this type of arrangement, but others that are not; he indicated that this park is not a good location for a private location to have an 11-year lease. She noted that he indicated that it would be appropriate for the City to consider this type of arrangement in a park other than the City’s ‘signature park’. She noted she

reached out to other cities as well and they echoed Mr. Rykert's concerns. She stated that based upon that research and the input she has received, she is opposed to this arrangement.

Council Member Smith stated that he understands those concerns, but he is not sure how the City will pay for the soccer fields at the park if the partnership with USAC is rejected. The City Council has heard for promises of donations for such improvements, but to date the City has only received about \$44,000 in donations. He stated there are many advantages to the arrangement and if the City does not have a partnership with a private entity, he is concerned about allocating City funds for the improvements especially considering the information the Council received regarding the health of the General Fund during their most recent work session. He understands that people are concerned, but they have not offered alternatives for completing the park, short of bonding or other forms of debt, for the project. He stated he is concerned about how the City will pay for ongoing maintenance of the facility, but USAC has agreed to pay for those costs as well. He asked Council Member Rodela if she is opposed to the baseball diamond improvements as well as the soccer improvements. Council Member Rodela stated that the baseball diamond improvements are being donated. Council Member Smith stated that the soccer improvements are also being donated and that donation is in this proposed agreement. Council Member Rodela stated the two arrangements are different; USAC is asking for nearly exclusive access to the soccer fields for 11 years while the entity that is paying for the baseball diamond improvements has asked for four hours per week. Council Member Smith stated that it is important for the Council to dialogue about other ways to complete the soccer project if they decide to reject the agreement with USAC. Council Member Rodela agreed but noted that she is concerned about why USAC is not present tonight and why they have stopped communicating with the City over the past few weeks. She stated that based upon the input she received from residents, she would rather consider working with USAC to improve another park. She asked Mr. Crane if he has other ideas for funding the soccer improvements at Mountain Ridge Park. Mayor Ostler stated that he reached out to Brian Braithwaite of the Park Committee to see if he was aware that USAC would be willing to donate to complete soccer fields at another park. He asked Mr. Braithwaite to address the Council about his conversations with USAC.

Mr. Braithwaite stated he does not represent USAC, but he has been involved in negotiations with them; they are in the middle of their busy season and that is why they were not able to attend tonight, but they have seen the contract and are aware of the terms. He stated that the agreement will provide the City with the ability to complete the improvements at the park and he is not sure that will be the case if the City changes direction to pursue another location. He stated that it is possible that the City will be able to secure donations for the improvements if the agreement is rejected, but that is an unknown. He reiterated Council Member Smith's comment about the fact that USAC has agreed to pay for ongoing maintenance of the facility. He stated he appreciates the input the Council has received, but the matter before the Council tonight is whether to enter in an agreement that will make it possible to finish the park; the City does not have unlimited funding for these types of improvements or ongoing maintenance, otherwise the park would have been built several years ago. He is concerned about the City walking away from an arrangement that ensures dedicated funding to the improvements and maintenance. He then noted that regardless of where these types of improvements are constructed, the public will not have exclusive access to field space, but residents who border the park have expressed their support for this arrangement. This includes the neighborhood that offered \$500,000 to make the project happen. He stated that it may be that USAC will consider another location, they may be hesitant because they would be agreeing to pay for ongoing maintenance of space that they were not involved in improving.

Council Member Rodela stated she is concerned about giving control of the City's largest park to a private entity; 11 years is a long time, and she would rather keep control of the park and decide who has access to it at all times. Mr. Braithwaite stated that if the City enters into the agreement and finds that it is not working after a certain amount of time, the City can 'buy them out' of the agreement and retain control of the park. He stated he understands the concerns that have been expressed and is not trying to downplay those concerns, but he truly feels this is a good arrangement and the public will still have access to the field space.

Council Member Ball asked if the payback to USAC would be prorated based upon the number of years of the agreement that have lapsed. Mr. Braithwaite answered yes.

Council Member Smith stated he feels the proposed arrangement is the best of both worlds; if the arrangement is successful, the City can allow the term of the agreement to play out. If the arrangement is unsuccessful, the City can buy out the remaining term of the agreement. Mr. Braithwaite agreed; there are some downsides to the agreement, but he believes the benefits outweigh those downsides. This led to brief discussion of the manner in which a buy-out of any remaining term of the agreement would be calculated.

Council Member Rodela asked Mr. Crane to speak to other funding sources for the project if the Council decides against the agreement. Mr. Crane stated that the City has reserve funds available to cover the two soccer fields at a cost of \$500,000 to \$600,000; additionally, the City may receive additional funding from the Mountainland Association of Governments (MAG) for a project. Mr. Braithwaite stated that it is important to recognize that those funds could be used at other locations in the City.

Mayor Ostler invited input from Wesley Warren.

Mr. Warren stated that when this concept was originally proposed, he was very opposed to it, and he rallied his neighborhood to support that opposition. However, since then he has participated in discussions with USAC and the Park Committee and he felt pretty good about the arrangement. He went back to his neighborhood to discuss the matter further and they now unanimously support the agreement. There has been discussion about access to the park and the overall term of the agreement, but residents feel good about the time of day that they will have access to the park. He believes that for the quality of field that USAC will construct, this is a great deal for Highland City and the residents who live near the park. He asked Ms. Rodela what concerns specifically Mr. Rykert had about USAC's improvements at this park. Council Member Rodela stated he had many concerns; additionally, she spoke to parks staff at Cedar Hills and Pleasant Grove, and all said they would not want this type of field at their parks; they would only support the arrangement in parks that are underutilized and just have field space. They are also concerned about retaining control of the park. Council Member Smith stated those cities have greater access to funding for parks, so they are considering this type of arrangement from a different perspective. He stated he is comforted by the fact that the City can terminate and buy-out the agreement if the arrangement is not successful. He stated he is mostly pleased with the fact that USAC will pay for ongoing maintenance.

The Mayor, Council, staff, and residents then engaged in high level discussion about the history of the negotiations with USAC and residents who live next to the park; opportunities to raise private funding for the park in order to preserve public funding for other needs in the City; and public access to the field space. Mayor Ostler asked that the Council determine whether to proceed with authorizing the agreement or to go in a different direction than what has been presented for consideration this evening.

Council Member Peterson stated she is concerned about the length of the agreement, and she does not feel she can support it tonight.

Council Member Bills stated that the Parks Committee has worked on this project for a great deal of time, and she does not want to disregard that work. She is frustrated that the Council had a discussion about the entire budget and General Fund during a work session last night and this matter was not discussed. It is concerning for the Council to make a decision about alternative funding sources for this park in a vacuum, separate from all other funding priorities in the City. Council Member Peterson agreed.

Council Member Ball referenced the image of the park property and identified an area of the park that is significant in size and will be available for public open space use. Mr. Braithwaite agreed there is a significant amount of

space, about 2/3 of an acre, outside of the baseball fields and soccer fields that would be open for public use. Functional use of the space is depending upon the activity that users desire to participate in.

Council Member Smith stated that he supports entering into the agreement tonight and he feels the decision can be justified to the public; the City is raising fees and taxes this year and he is concerned about rejecting an arrangement that would preserve public funding for other needs in the City.

Council Member Scott L. Smith MOVED that the Council approve the Lease Agreement with Utah Surf Athletic Club for the lease of 5.73 acres at Mountain Ridge Park.

Mayor Ostler asked if the agreement includes a clause defining how any buy-out amount would be calculated. Mr. Braithwaite stated that it is not defined in detail, but it is reasonable to assume that fair value would be assigned to the improvements to determine how the buy-out will be calculated. City Attorney Patterson stated that he would be more comfortable if the buy-out term is included in the agreement, but if the Council does not support entering into the agreement, he does not feel it is appropriate to spend the time and resources of both the City and USAC to determine what the amount will be. Council Member Smith stated he does not believe that the buy-out amount can be calculated until the project is completed and both parties understand the actual costs of the improvements. Mr. Patterson stated that the buy-out clause could be based upon bids for the work to be completed.

Council Member Scott L. Smith amended his motion to include a stipulation that the buy-out term of the agreement will be defined before the agreement is executed.

Council Member Ball stated the Council has new information tonight that was not available last night when the Council was discussing the overall budget for the City. Additionally, there has not been a significant effort to seek corporate funding or sponsorship for the project. He noted that Adobe has a philanthropic branch that is seeking funding opportunities that would give them naming rights for these types of projects, but the City has not reached out to them. He stated that the soccer area of the park is the majority of the park, and he is concerned that the City has not explored new information or other ideas. However, he hates to delay the project further as residents have been asking for it to be completed for several years.

Council Member Bills stated that the City and the Park Committee have looked into those types of funding opportunities. Mr. Braithwaite agreed; he noted that Adobe was contacted, and they indicated they are contributing to other causes, and, more specifically to Ukraine at this point in time. He added there must be momentum behind a project to get corporate donors interested in supporting it. He added that he truly feels that now is the time to move forward on the project. Mr. Warren agreed.

Council Member Rodela asked if the resident survey included a question about this project. Assistant City Administrator Wells stated that the question was “would you support the City in partnering with a private athletic organization to pay for the construction of a sports field knowing that there will be some limitations on public usage?”; 28 percent said ‘definitely not’, 27 percent said ‘probably not’, 27 percent said ‘probably’, 10 percent said ‘definitely’, and 8 percent were ‘unsure’. There was brief debate regarding the effectiveness and reliability of survey responses, with the Council and staff agreeing there is no perfect survey question.

Mayor Ostler then noted Council Member Smith has made a motion and he asked if there is a second for the motion.

Council Member Brittney P. Bills SECONDED the motion.

Council Member Ball asked if the City Council will have the ability to reconsider or reject the agreement when they are provided with the number or value of the buy-out for the agreement. Mr. Braithwaite suggested that the motion indicate that the buy-out amount must be agreed upon by a majority of the City Council as well as USAC. Mr. Patterson stated that he was not planning to include amounts into the agreement, but it would be appropriate for the Council to consider a provision by which the Council and USAC will agree upon the contributions and potential buy-out among. Mr. Braithwaite stated that he feels a fair market value is appropriate given that some of the improvements will be completed by in-kind donations from USAC. This led to high-level discussion about the manner in which a buy-out amount would be negotiated between the City and USAC, with Mr. Crane noting it is hard to define what costs will be six years from now. Mr. Patterson agreed and noted that an estimated value can be included in the contract, and he recommended including a general formula for determining the value in the future. The Council should decide if they want to support the agreement before them tonight and staff will come back with the valuation formula for consideration. If the Council is not supportive of the lease term, they should vote no on the motion; however, if they are comfortable with the lease term, but want additional information on the buy-out provision, they should vote yes, and staff will work with USAC to determine an appropriate buy-out clause to be considered by both parties.

Mayor Ostler called for a vote on the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>No</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>No</i>
<i>Council Member Kim Rodela</i>	<i>No</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion failed 3:2.

Mr. Braithwaite stated that the Council ‘killed the park’ with that motion; he does not want to spend more time on the project if they are not supportive with moving forward or until they can identify funding for the project. The land has been wasted for so many years and he was passionate about finding ways to fund the improvements the public desires, but the vote taken by the Council has killed that passion.

Council Member Ball stated that he does not believe the Council is walking away from the arrangement with USAC; rather, the motion was to wait to approve the agreement until the buy-out terms can be negotiated. Mr. Braithwaite stated that was not the motion the Council voted on; the motion was to approve the terms of the agreement and direct staff to negotiate the buy-out clause with USAC and present that information to the Council at a later date for an additional vote. Council Member Ball stated that he was concerned about making a decision that would not allow the City to get out of the agreement if the two parties are not able to agree upon a buy-out clause. He stated he is willing to make an alternative motion to that affect. Council Member Smith stated that would be appropriate; he feels that the proposed arrangement is in the City’s best interest as he does not feel comfortable dedicating City resources to this type of project in the same year that fees and taxes are being increased. Council Member Peterson agreed, but she does not think the arrangement is in the best interest of the City. This is based upon the feedback the City received through the resident survey. She does not support an 11-year term.

Council Member Ball stated that the City would only be obligated to work with USAC for one year if the buy-out clause can be defined and agreed upon by both parties.

Council Member Timothy A. Ball MOVED that the Council approve the Lease Agreement with Utah Surf Athletic Club for the lease of 5.73 acres at Mountain Ridge Park with the conditions that the contract provide for an agreeable valuation to be placed upon the field and that valuation agreed by City Council and Surf Association in conjunction with the approval of the design of the fields and if an agreeable valuation is not reached regarding design and valuation, the agreement will terminate and neither party will proceed with the lease.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>No</i>
<i>Council Member Kim Rodela</i>	<i>No</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 3:2.

Mr. Braithwaite thanked the Council for reconsidering the matter; he wants the park to move forward and will continue to work in that direction.

In closing, there was brief continued discussion among the Council and staff regarding the work that has been done to negotiate the agreement with USAC and consideration of the feedback provided through the resident survey. Council Member Smith stated he is hopeful that the entire Council will work together to further negotiations of the agreement in order for the project to move forward.

Mayor Ostler called for a recess at 10:00 p.m.

The meeting reconvened at 10:13 p.m.

Mayor Ostler then moved to agenda item 12.

12. RESOLUTION/AGREEMENT: AMENDED AGREEMENT WITH TIMPANOGOS SPECIAL SERVICE DISTRICT *Administrative - Stephanie Cottle, City Recorder*

The City Council will review a proposed amendment to the sewer treatment services contract and collection maintenance agreement with Timpanogos Special Services District. The Council will take appropriate action.

City Recorder Stephanie Cottle explained the Timpanogos Special Service District (TSSD) provides sewer treatment services for north Utah County. Highland City's agreement with TSSD expired in July 2019. The District is updating all the member city agreements to be renewed at the same time. This will allow all the cities contracts to be on the same time frame and can provide some financial advantage for the district in financing/bond negotiations. The new agreement addresses the following:

- Impact fee laws and defines a formula Cities will use to calculate impact fees assessed by TSSD
- Combines the previous supplemental Collection System Maintenance Agreement into this agreement
- Identifies TSSD trunk line locations as protected records, as it relates to GRAMA
- Modifying or vacating easements which could impact TSSD ability to perform services

Ms. Cottle then deferred to Mr. Brian Braithwaite to provide additional information the Council may desire.

Mayor Ostler invited input from Mr. Braithwaite.

Mr. Braithwaite stated that he supports the agreement and feels that it clarifies how to handle growth in the District; there is no fiscal impact of entering into the agreement and he feels that all existing fees are very transparent and appropriate.

Council Member Brittney P. Bills MOVED that the City Council approve the resolution and direct the Mayor to execute the amended agreement with Timpanogos Special Service District.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

9. CONTRACT: THREE PAVILIONS 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 Smith Steelworks, LLC for three pavilions and twenty-four picnic tables for Mountain Ridge Park in the amount of \$203,261 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 explained that at the April 19, 2022, Council meeting, the Council approved a contract for the first phase of Mountain Ridge Park. Staff has been continuing the work on the remaining phases of the park. Staff is proposing that the Council purchase three pavilions and twenty-four picnic tables. One pavilion will 30' X 52' and have 12 picnic tables. The other two pavilions will be 30' X 28' and have 6 picnic tables under each pavilion. The package also includes lighting. The roof color will be the same as the restrooms that were approved by the Council on May 17, 2022. The bid excludes excavation, concrete pad, site prep and installation. These items will be completed by a separate contractor. The 30' X 28' pavilions and picnic tables are the same as those installed at Spring Creek Park. Smith Steelworks also provides the pavilions for local churches. The cost of the three pavilions and 24 picnic tables is \$203,261 and staff recommends the Council approve the contract for the work.

Council Member Smith asked if the City will be reimbursed for the work if residents donate money for this project. Mr. Crane answered yes.

Council Member Rodela asked if any residents have expressed interest in donating for this cause. Mayor Ostler answered yes, his family foundation has expressed making a donation for the large pavilion and he will need to declare a conflict of interest before that donation is presented to the Council.

Council Member Ball then stated that last night the Council engaged in difficult discussion regarding budgetary considerations and current economic conditions; current trends seem to signal a recession, but the City is buying products and awarding projects at the top of the market. He wondered if it would be prudent to wait to move forward with large expenditures until there is clarity on the predicted recession. This led to philosophical discussion and debate regarding trying to predict what will happen in the market and whether it is appropriate to hold off on desired public improvements based upon uncertainty. Mayor Ostler stated that the City has access to federal American Rescue Plan Act (ARPA) money that must be spent by 2024. Finance Director Bahr stated that while there is some volatility in the real estate market, the City has not seen many changes in pricing of other products and services. The Council agreed there is uncertainty in the market in general, but they ultimately concluded to move forward with this needed project as it is not possible to predict the future and whether there will be a recession that would force construction and materials prices down.

Council Member Kim Rodela MOVED that the City Council approve the purchase of three pavilions and twenty-four picnic tables with Smith Steelworks, LLC for \$203,261 for Mountain Ridge Park.

Council Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

8. PLAT AMENDMENT: PHEASANT HOLLOW PLAT C AMENDED *Legislative – Kellie Smith, Planner/GIS Analyst*

The City Council will consider a request by Highland City staff to amend the Pheasant Hollow Plat C subdivision to adjust the easement on the south side of Lot 1. The City Council will take appropriate action.

Planner/GIS Specialist Smith explained that on October 5, 2021, the City Council approved a plat amendment to the Pheasant Hollow Plat A subdivision. The plat had an approximately 30'-wide access, trail, fence maintenance, and storm drain easement in favor of Highland City. The location of the existing storm drain line is further south than anticipated. Staff recommends the Council consider a plat amendment to decrease the access, trail, fence maintenance, and storm drain easement to 15 feet in favor of Highland City. City Administrator/Community Development Director Crane stated that making the change will provide the City with greater access to its property for maintenance purposes and will provide flexibility for any potential future sale of the abutting property.

Council Member Smith stated he will recuse himself from voting on this matter as he is a resident of the neighborhood in which the subject property is located.

Council Member Brittney P. Bills MOVED that the City Council accept the findings and approve Pheasant Hollow Plat C Amended.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Recused</i>

The motion passed 4:0.

10. AGREEMENT: 2022 DEBRIS BASIN PROJECT INTERLOCAL COOPERATION AGREEMENT *Legislative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider an interlocal agreement with American Fork City and Cedar Hills City pertaining to the pending reconstruction of the jointly owned and managed American Fork Canyon Debris Basin. The Council will take appropriate action.

Assistant Public Works Director Murdoch explained several years ago, the American Fork Canyon Debris Basin was purchased by Highland City, American Fork City, and Cedar Hills City from Utah County. The Cities then established a Debris Basin Administrative Board to manage the maintenance and operation of the basin. The purpose of the basin is to manage the flood risk to homes and properties along the river by containing and removing the debris that comes from high-runoff conditions in the American Fork River. The Administrative Board has been working toward a reconstruction of the outlet structure and a widening of the bridge crossing the outlet structure. The reconstruction will make the operations during flood seasons more effective and safer. In preparation for the project bid, it was recognized that one City would need to take the lead for the project administration. American Fork City has agreed to bid and manage the project. For the project construction funds to be directed to American Fork from the Debris Basin, an interlocal agreement was prepared for authorization by each City to define how contributions will be managed by American Fork City in the project construction administration. The total cost of the project is estimated as \$720,000. Each City will pay \$240,000. The Cities are required by the agreement to each pay one-third of any cost overruns that exceed the budgeted amounts. The project bid will be advertised in the first week of July. It is anticipated that all the Cities will have the agreement approved in June.

Mayor Ostler stated that the debris basin sits above Highland City homes, and he is unclear as the benefit that the other cities will receive. Mr. Murdoch stated that there is a golf course south of the debris basin as well as some homes in Cedar Hills that could be impacted by flooding; however, he agreed that Highland City is more vulnerable than the other cities.

Council Member Smith stated he lives in close proximity to the debris basin; he acknowledged past flooding cases, but he is concerned about proceeding with this project during a time of financial difficulty in the City as well as during drought conditions. The existing basin has been effective, and he wondered if it would be more appropriate to wait until costs for cement are lower and the need is more dire. He feels the project is needed in the long term, but not at this time.

Mr. Murdoch stated he has spent countless nights in the debris basin, and it is very unsafe at present, especially during times of high water. The design makes the basin very difficult and unsafe to clean. Cedar Hills has applied for a grant that could be applied to the project if it is awarded, but that is unclear at this time. Council Member Rodela asked if the grant would apply to the total cost or just Cedar Hills' costs. Mr. Murdoch stated it would be

applied to the total cost and the remainder would be split between the three entities. Council Member Smith stated he would prefer to delay action on the project until Cedar Hills is notified of the status of the grant.

City Administrator/Community Development Director Crane stated that the basin is intended to catch debris and it performs that service regardless of water volume; funding for the project will come from the storm drain fund. The agreement would include the maximum amount of the project, but if a grant is awarded for the project, that total amount will be reduced.

Mayor Ostler stated the staff memo refers to an Administrative Board that has been working on the project and he inquired as to the makeup of that Board. Mr. Crane stated it includes representation from all three cities. Mayor Ostler stated he has not seen records for the Board. He then asked who owns the property upon which the debris basin is located, to which Mr. Crane answered Highland City.

Council Member Smith stated he would really like to know whether the grant will be awarded before moving forward with the project. He asked if there is a problem with delaying this action. Mr. Crane stated the project can not be sent for bid until this item is approved and the work can only be completed when there is no water in the basin. Delaying action could potentially delay the project for at least one year.

Council Member Bills stated she feels unprepared to make a decision on this matter; she would feel more comfortable tabling the interlocal agreement until there is an answer on the grant application made by Cedar Hills.

Council Member Brittney P. Bills MOVED that the City Council CONTINUE the 2022 Debris Basin Project Interlocal Cooperation Agreement.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

11. CONSTRUCTION CONTRACT: APPROVE CONTRACT FOR HIGHLAND CITY TREE REPLACEMENT PROJECT *Administrative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider accepting the bid from Stratton & Bratt Landscapes, LLC to replace 85 city owned trees. The Council will take appropriate action.

Assistant Public Works Director Murdoch reported that with the adoption of the FY2022 budget, the Council allocated monies for a tree replacement program. In preparation for this project, the City Arborists identified locations where trees had died, been previously damaged/removed, and other locations identified by the Parks Department Superintendent and City Arborist where planting of trees would be beneficial. Maps were generated and marked accordingly, identifying the locations and the best tree types suited for each location. On March 22, 2022, the Council made the decision to move forward and implement the tree replacement program. The FY2022 budget contains \$150,000 that was allocated to fund the project. At that time, City staff had prepared a bid

package to use the entire \$150,000 in planting of replacement trees. However, the Council opted to proceed with a lesser amount, directing staff to proceed with a \$40,000 contractor-installed tree program and allocate approximately \$10,000 for a volunteer-planted tree program. Funds in the amount of \$50,000 have been included in the FY2023 tentative budget under 10-43-75 for this purpose. Any unused FY2023 funds will be used to purchase trees for volunteer planting program as directed by the City Council on March 22, 2022. The reduced project was placed out to bid. It was decided to bid a sufficient number of trees to gain interest of contractors to bid the project. The bid received will address both the FY22 and FY23 tree program in the same contract. Stratton & Bratt Landscapes, LLC provided a bid of \$79,386.00. Their bid included 85 trees in total. The bid is contingent upon tree availability and the ability for the contractor to change some of the variety of trees with the approval of our Parks Department. The location of the trees to be replaced is shown in Attachment 1. Staff is proposing to fund the contract over two fiscal years. \$40,000 will come from the current (2022) fiscal year and the remaining \$47,325 come from next (2023) fiscal year. \$50,000 has been budgeted in the fiscal year 2023 budget. A second bid for the project from S & L Inc was received in the amount of \$85,030.

Council Member Bills thanked staff for honoring the Council's ideas regarding allowing citizens to plant City trees in the community.

Council Member Smith stated he is concerned about paying \$1,000 per tree under this arrangement; also, the species that have been chosen seem more appropriate for residential lots rather than along streets. He referenced the trees that have been planted on Timpanogos Highway that have been damaged and/or are dying. Mr. Murdoch stated many of those trees have been harmed by road salt used during the winter months. A majority of the trees to be planted will not be planted along Timpanogos Highway and he presented a map illustrating the planting locations; this led to review by the Council and discussion about the proposed locations. Council Members agreed with Council Member Smith's concerns about the cost of the trees and they suggested holding off on the project for a few months to see if prices come down or if there are other opportunities to reduce costs. Council Member Smith suggested that if the City pushes back on the cost, contractors may get the message that their costs are too high.

Council Member Bills stated that it may be possible to accomplish some of the plantings in conjunction with park improvement projects.

Council Member Scott L. Smith MOVED that the City Council deny the tree replacement contract with Stratton Bratt Landscape, LLC.

Council Member Sarah D. Petersen SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

13. CONSTRUCTION CONTRACT: TIMBERLINE DR AND WILDFLOWER LN ROAD RECONSTRUCTION *Administrative - Andy Spencer, Public Works Director/City Engineer*

The City Council will consider approving a contract with Geneva Rock for reconstruction of Timberline Drive and Wildflower Lane in the Twin Bridges area as part of the Fiscal Year 2023 (Construction Calendar Year 2022) road improvement program. The Council will take appropriate action.

Assistant Public Works Director Murdoch explained the Twin Bridges neighborhood was constructed in 2006. Since that time, it has been identified that a majority of this northwest area of Highland is primarily a clay type soil and many of the early roads have not provided the anticipated service life. As a result of this finding the city has changed the design standards for road construction in this area. The City now requires a much more substantial road construction in this area of the City. However, those roads constructed prior, require reconstruction. These roads were approved for patching as part of the 2021 road projects. Due to limited construction time at the end of the 2021 construction year, this project was postponed with the intent to include with the 2022 road projects. The revenue to pay for this project will come from prior year savings resulting from not completing the project in 2021. In other words, we are using revenue set aside for this project in 2021 to pay for it in the current fiscal year. The city has received consultation from a roadway reconstruction engineering firm, and it has been recommended that we use a method of a Concrete Treated Road base. This process requires the removal of the existing asphalt. Concrete is then mixed in with the existing road base to be placed, creating a solid surface that bridges the existing soft soils allowing a new asphalt to be placed and the roadway to have a proper service life.

Council Member Scott L. Smith MOVED that the City Council approve the contract with Geneva Rock and authorize a contract amount up to \$445,674 for the reconstruction of Timberline Drive and Wildflower Lane and authorize the City Administrator to sign the necessary contract documents.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Timothy A. Ball</i>	<i>Yes</i>
<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Sarah D. Petersen</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

14. ACTION: FY2023 BUDGET DIRECTION *Administrative - Tyler Bahr, Finance Director*

The Council may discuss continued development of the FY2023 budget and may take appropriate action.

Finance Director Bahr explained development of the FY2023 budget continues; the Council met in a work session on June 6, 2022, in which they discussed various aspects of the budget including anticipated increases in utility rates, garbage collection fees, and public safety costs. This item was placed on the agenda in the event that further discussion is necessary for the Council to provide direction with regard to funding these expenses. If sufficient discussion was had and direction was given with regard to funding these expenses, Council may pull this item from the agenda.

Mayor Ostler asked the Council if they would like to provide any different or additional direction to the Administration when considering last night's meeting. Council Member Smith stated that he and Council Member

Bills have been looking at the websites of other cities and the way that they present budgetary considerations and potential fee/tax increases to their residents is transparent. He asked staff to look at those websites to determine what improvements can be made to Highland City's website.

Mayor Ostler then briefly reviewed the schedule of additional meetings during which budget issues will be discussed with the public.

15. 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: Dry Creek Lake – Mayor Kurt Ostler

Mayor Ostler played a video about the Dry Creek Lake project, the main purpose of which is flood prevention, but allows for a large recreation element. The project should be completed in the Spring of 2023, and it includes trail improvements/connectivity.

b. Citizen Survey – Erin Wells, Assistant City Administrator

Assistant City Administrator Wells reported on the responses the City received to the citizen survey; she offered a comparison of the 2022 results with those received in 2021 and 2020. She focused on the increased response, areas of improvement, and priorities identified by residents. She indicated she will send the written detailed summary of the survey results to each Council Member for their review and consideration. She added the results will also be posted online for public review.

c. Future Meetings

- June 13, Community Leaders Budget Information Session, 7:00 pm, City Hall
- June 14, Highland City Budget Information Session, 7:15 pm, City Hall
- June 21, City Council Meeting, 7:00 pm, City Hall
- June 28, Planning Commission Meeting, 7:00 pm, City Hall
- July 5, City Council Meeting, 7:00 pm, City Hall

Mayor Ostler facilitated brief discussion among the Council regarding the upcoming meeting schedule and desired agenda items.

ADJOURNMENT

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

The meeting adjourned at 11:38 pm.

I, Stephanie 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 7, 2022. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle
City Recorder

DRAFT



CITY COUNCIL AGENDA REPORT

ITEM #4

DATE: August 2, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner & GIS Analyst
SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Definition of Main Dwelling
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 10-102 Definitions to revise the definition of a Main Dwelling and what constitutes attached to or part of a Main Dwelling as compared to accessory structures. The City Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On June 21st, 2022, the City Council gave staff direction to amend the Development Code to address what constitutes attached to or part of a Main Dwelling as compared to accessory structures.

BACKGROUND:

The Highland City Development Code requires that in order for an addition to be considered part of the Main Dwelling, it shall include a connecting roof line, connecting foundation, at least four connecting walls, uninhibited interior access within the structure, and at least 60% of one common wall with the existing dwelling. However, it includes an exception for structures connected by a breezeway:

Structures connected by a breezeway with a common roof line, common footing and foundation, a minimum width of 6', and a foundation separation of less than 10 feet between unattached structures shall be considered part of the main dwelling.

This breezeway exception allows for additions connected by a roofline with no square footage maximum and a height of 35' as long as setbacks for the dwelling are met.

Several residents and Elected Officials have expressed concerns with the allowance of the breezeway connection being considered part of the Main Dwelling.

SUMMARY OF THE REQUEST:

1. The proposed amendment updates the definition of a Main Dwelling with the following (underlined text are proposed additions to the code, strikethroughs are deletions):

Dwelling, Main Dwelling. The main dwelling on a property shall include a connecting roof line, connecting foundation, at least four (4) connecting walls, and uninhibited interior access within the structure. An Underground walking path is excluded in counting as a connection to the main dwelling unit between unattached structures.

1. To be considered part of the main dwelling, any Aaddition to the original dwelling shall include the previous requirements ~~defined described above in 10-102(16)(a)~~ and shall include at least sixty percent (60%) or more to be attached and in common with the original dwelling. The connection shall be sixty percent (60%) of the length of the portion of the addition that faces the main dwelling. of one common wall.
2. Structures connected by a breezeway shall not be considered part of the main dwelling. with a common roof line, common footing and foundation, a minimum width of 6', and a foundation separation of less than 10 feet between unattached structures shall be considered part of the main dwelling.
3. Covered decks and patios shall be considered part of the main dwelling.
4. Residential construction that does not meet the criteria above shall meet all requirements for an accessory structure ~~(see 3-4104—3-106 and 3-4109—3-4110; and 3-4204—3-4206 and 3-4209—3-4210 in this Code).~~

CITIZEN PARTICIPATION:

Notice of the public hearing to be held at the Planning Commission meeting was published in the Daily Herald on July 2, 2022, and posted on the state and city websites June 28, 2022. No comments have been received.

Notice of the public hearing to be held at City Council was published in the Daily Herald on July 19, 2022 and posted on the state and city websites July 18, 2022. No comments have been received.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on July 26, 2022. There was no public comment on the proposed amendment. The Planning Commission voted 6-0 to recommend **APPROVAL** of the proposed text amendment with the following stipulations:

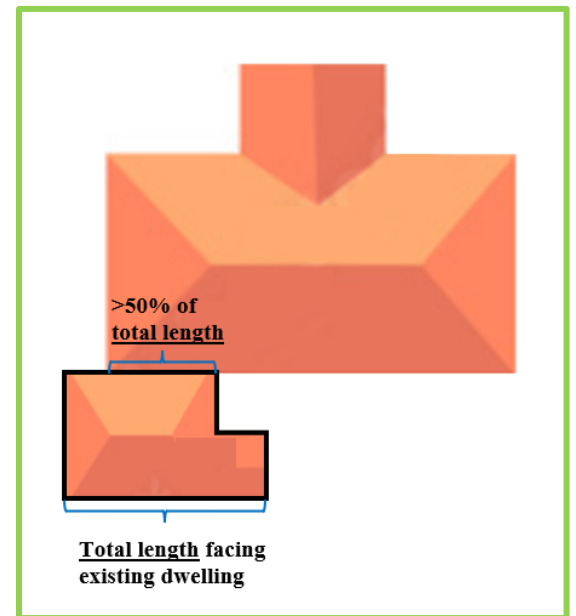
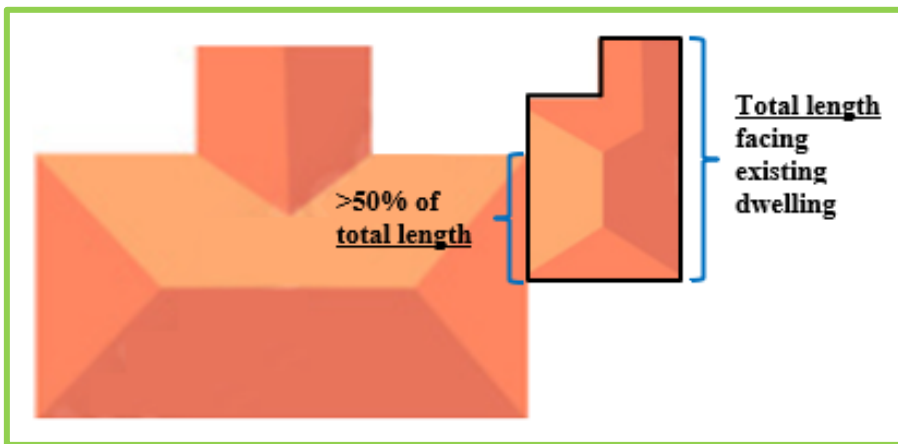
1. Visual drawings for compliant and noncompliant be included to make it self-explanatory.
2. 60% be replaced by “majority of”.

The proposed amendment has been updated to address the stipulations recommended by the Planning Commission.

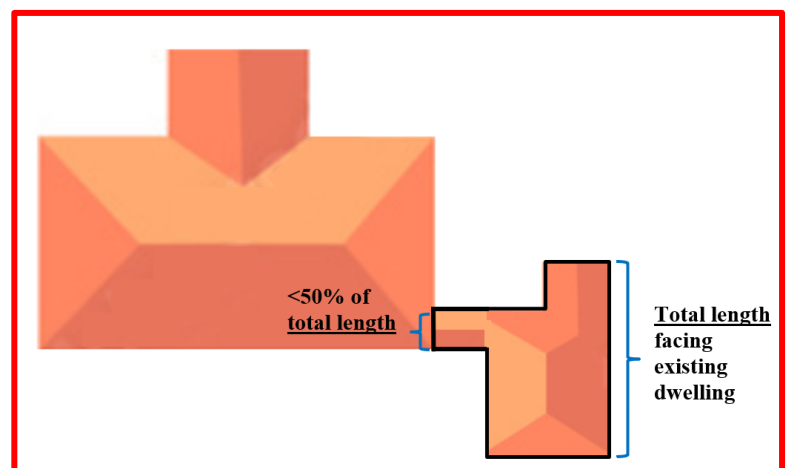
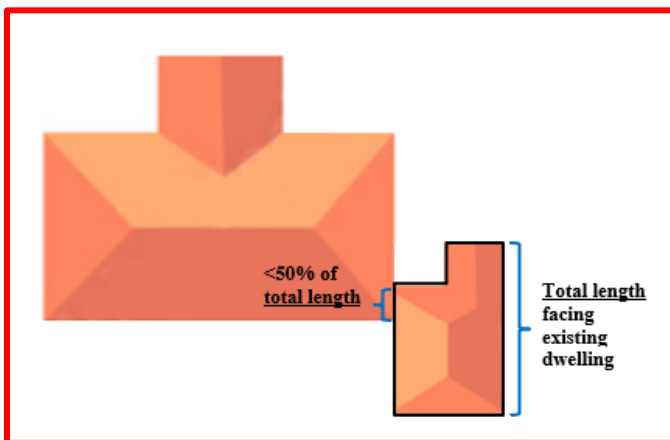
STAFF REVIEW:

- The proposed amendment clarifies the meaning of “one common wall” in the current code. It also requires that any addition have a connecting roof line, connecting foundation, at least four connecting walls, uninhibited access within the structure, and a connection that is a majority of the length of the portion of the addition that faces the Main Dwelling. The proposed amendment addresses the concerns of the Elected Officials and residents.
- Based on the Planning Commission’s recommended stipulation, the following are proposed visuals to make the definition self-explanatory:

PERMITTED



NOT PERMITTED



- After the Planning Commission meeting, staff made a change to the statement relating to underground walking paths. The proposed amendment changes the term “walking path” to “connection” to ensure that all types of underground connections are not considered attachments between structures.

FINDINGS:

The proposed amendment appears to meet the following findings:

- The amendment is consistent with the purpose and intent of the low-density residential zoning codes.

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 10-102 Definitions to revise the definition of a Main Dwelling with the two (2) stipulations recommended by the Planning Commission:

1. Visual drawings for compliant and noncompliant be included to make it self-explanatory.
2. 60% be replaced by “majority of”.

MOTION TO DENY:

I move that the City Council **DENY** case TA-22-10 a request for a text amendment to Section 10-102 Definitions to revise the definition of a Main Dwelling 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 10-102 DEFINITIONS IN THE HIGHLAND CITY DEVELOPMENT CODE TO REVISE THE DEFINITION OF A MAIN DWELLING IN FILENAME TA-22-10.

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 July 26, 2022 and

WHEREAS, the City Council held a public hearing on this Ordinance on August 2, 2022.

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

SECTION 1: **ADOPTION** Several sections of the Development Code 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 August 2, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, August 2, 2022

HIGHLAND CITY, UTAH

Kurt Ostler
Highland City Mayor

ATTEST:

Stephannie Cottle

Highland City Recorder

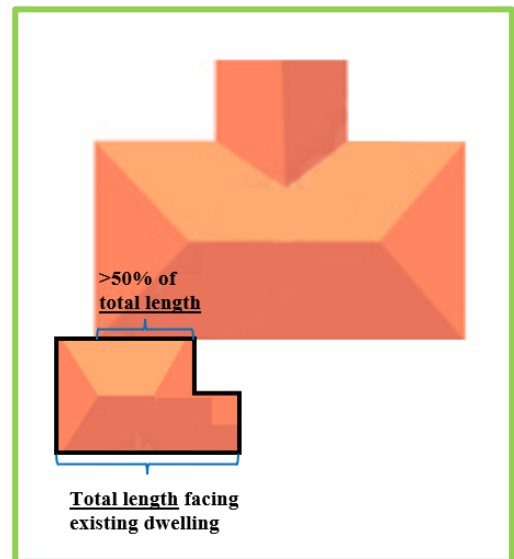
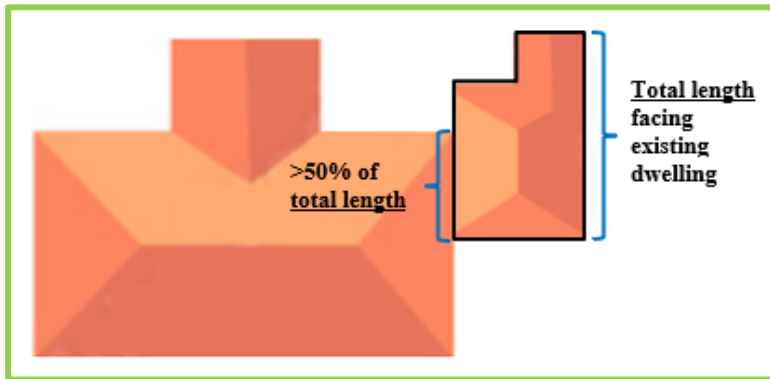
COUNCIL MEMBER	YES	NO
Timothy A. Ball	☐	☐
Brittney P. Bills	☐	☐
Sarah D. Petersen	☐	☐
Kim Rodela	☐	☐
Scott L. Smith	☐	☐

Exhibit A

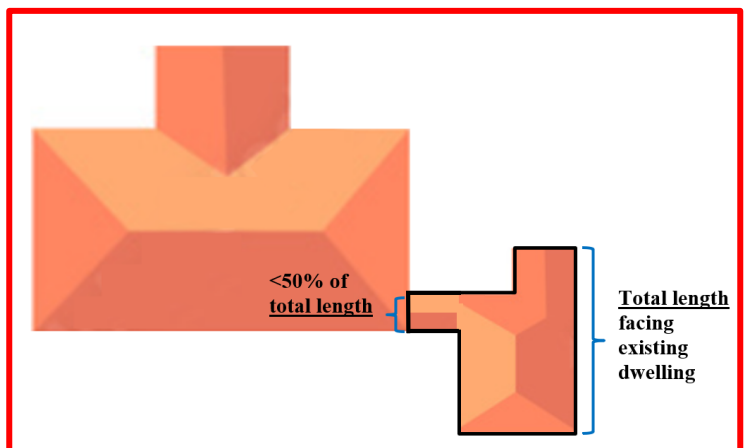
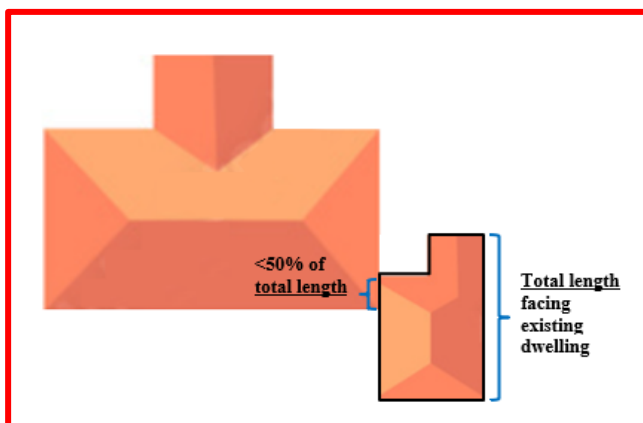
Dwelling, Main Dwelling. The main dwelling on a property shall include a connecting roof line, connecting foundation, at least four (4) connecting walls, and uninhibited interior access within the structure. An Underground walking path connection is excluded in counting as a connection to the main dwelling unit between unattached structures.

1. To be considered part of the main dwelling, any Addition to the original dwelling shall include the previous requirements defined described above in 10-102(16)(a) and shall include a majority of at least sixty percent (60%) or more to be attached and in common with the original dwelling. The connection shall be a majority of the length of the portion of the addition that faces the main dwelling. See the figures below for examples of what is permitted. of one common wall.
2. Structures connected by a breezeway shall not be considered part of the main dwelling. with a common roof line, common footing and foundation, a minimum width of 6', and a foundation separation of less than 10 feet between unattached structures shall be considered part of the main dwelling.
3. Covered decks and patios shall be considered part of the main dwelling.
4. Residential construction that does not meet the criteria above shall meet all requirements for an accessory structure (see 3-4104-3-106 and 3-4109-3-4110; and 3-4204-3-4206 and 3-4209-3-4210 in this Code).

PERMITTED



NOT PERMITTED





CITY COUNCIL AGENDA REPORT ITEM #5

DATE: August 2, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner & GIS Analyst
SUBJECT: PUBLIC HEARING/ORDINANCE: Text Amendment – Newspaper Notices
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 several sections of the Development Code relating to removing newspaper noticing requirements for public hearings. The City Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On June 21, 2022, the City Council expressed support for removing newspaper public noticing requirements. The Council also indicated that they wanted the 500' radius notices sent out to the public for applications that impact neighboring properties.

BACKGROUND:

As part of the 2021 Utah Legislative Update, newspaper noticing requirements were removed for General Plan amendments, annexations, and adoptions of land use regulations. The Highland City Development Code still requires the newspaper noticing.

SUMMARY OF THE REQUEST:

There are two (2) versions of the proposed amendment:

1. This amendment only updates what was mentioned by the City Council.
 - a. This proposed amendment removes newspaper noticing requirements from text amendments, rezones, and annexation requests.
 - b. This amendment adds the requirement for a 500' radius notice for rezones.
2. This amendment addresses the concerns of the City Council, removes repeated codes, and references to Utah State Code for certain noticing and annexation requirements.
 - a. This proposed amendment removes Section 3-617 Amendments to Zoning

Code, as it is a repeat of Chapter 9 Amendments to Title and Zone Map.

- b. The amendment removes newspaper noticing requirements from text amendments, rezones, and annexation requests.
- c. This amendment adds the requirement for a 500' radius notice for rezones.
- d. The proposed amendment also eliminates requirements for annexations that are not consistent with Chapter 2 Part 4 Annexation in Utah Code.

CITIZEN PARTICIPATION:

Notice of the public hearing to be held at the Planning Commission meeting was published in the Daily Herald on July 2, 2022, and posted on the state and city websites June 28, 2022. No comments have been received.

Notice of the public hearing to be held at City Council was published in the Daily Herald on July 19, 2022 and posted on the state and city websites July 18, 2022. No comments have been received.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on July 26, 2022. There was no public comment on the proposed amendment. The Planning Commission voted 6-0 to recommend **APPROVAL** of Version 2 of the proposed amendment.

STAFF REVIEW:

- The annual cost over the last four calendar years to Highland City for newspaper notices is as follows:
 - 2019: \$3,852.98
 - 2020: \$5,601.38
 - 2021: \$4,992.61
 - 2022: \$686.80 to date
- There are several regulations that have changed in the Utah State Code over the years. Some of the Highland City Development Code noticing requirements are not compliant with State Code. The proposed amendment addresses these inconsistencies.

FINDINGS:

The proposed amendment appears to meet the following findings:

- The amendment is compliant with Utah Code.

COUNCIL ACTION:

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

MOTION TO APPROVE:

Version 1

I move that the City Council accept the findings and **APPROVE** Version 1 of the proposed

amendment to several sections of the Development Code to remove newspaper noticing requirements for certain public hearings.

Version 2

I move that the City Council accept the findings and **APPROVE** Version 2 of the proposed amendment—as recommended by the Planning Commission—to several sections of the Development Code to remove newspaper noticing requirements for certain public hearings.

MOTION TO DENY:

I move that the City Council **DENY** case TA-22-11, a request for a text amendment to several sections of the Development Code relating to newspaper noticing 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
 - a. Version 1
 - b. Version 2

ATTACHMENT 1:

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING SEVERAL SECTIONS OF THE HIGHLAND CITY DEVELOPMENT CODE RELATING TO NEWSPAPER NOTICING REQUIREMENTS AS SHOWN IN FILENAME TA-22-11.

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 July 26, 2022 and

WHEREAS, the City Council held a public hearing on this Ordinance on August 2, 2022.

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

SECTION 1: **ADOPTION** Several sections of the Development Code 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 August 2, 2022 and after the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council, August 2, 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	☐	☐

VERSION 1:

Exhibit A

3-617 Amendments To Zoning Code

The Zoning Code, including the Zoning Map, may be amended, but all proposed amendments shall be submitted first to the Planning Commission for its recommendations, which recommendations will be considered by the Planning Commission within thirty (30) days. For the Purpose of establishing and maintaining sound, stable, and desirable development within the City, it is declared to be public policy that amendments shall not be made to the Zoning Code and Map except to promote more fully the objectives and purposes of the General Plan, this code or to correct manifest errors. Any person seeking an amendment to this Zoning Code or Map shall submit to the Zoning Administrator a written petition designating a change desired, the reasons therefore, and wherein the proposed amendment would further promote the objectives and purposes of this Zoning Code, together with a fee. The Zoning Administrator shall, in turn, transmit the said petition to the Planning Commission as established by this Code, and the Planning Commission may call a hearing prior to submitting the matter to deliberation by the City Council. The amendments to this Code may be adopted only after a public hearing in relation thereto, before the City Council of the City of Highland, in which the parties in interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be given as provided by Section 9-102(3) placed in no less than three (3) public places within the corporate limits of the City, ~~and shall in a newspaper having general circulation within the City, at least fourteen (14) days before the date of such hearing.~~

(Amended: April 11, 1995)

7-102 Procedure For Annexation Of Territory

1. Annexation Application and Petition. The owners of a majority of the private property as shown in the records of the County Recorder's office and the owners of at least one-third in value of the real property as shown by the last assessment rolls, in property contiguous to the corporate boundaries of the City may file with the City Recorder a written annexation application, together with the following:
 - a. An original and copy of an accurate plat or map of the territory proposed to be annexed made under the supervision of and certified by the municipal engineer or a registered land surveyor licensed to do such work in the State of Utah, which plat or map shall be suitable for recording.
 - b. A written petition for the proposed annexation signed by the owners of the majority of private real property and of at least one-third in value as shown in the latest assessment rolls.
 - c. The Application Review Fee, Plat Review and other required fees as may be set by the Highland City Council by resolution.
 - d. The name, address, and telephone numbers of up to five sponsors of the annexation one of whom shall be designated the contact sponsor for the City to work with.
 - e. The sponsors shall also deliver or mail a copy of the petition to the Utah County Clerk.
2. City Council Review and Action. The City Council shall review the application/petition for annexation and may send the application to the Planning Commission, Staff, and/or Consultants for recommendations. The City Council may request the application/petition be reviewed according to the following review criteria:
 - a. Whether or not it is in the interest of the City to annex additional land at that time.

- b. The capability of Highland City to supply adequate municipal services to the area proposed for annexation, such as public streets, water, sewer, police and fire protection including what necessary improvements will be a requirement of the petitioners/owners of the property.
 - c. Whether or not the proposed annexation is consistent with the City's General Plan.
 - d. What conditions, if any, should be attached to proposed annexations in order to provide adequate services, protect health or safety, or are necessary for proper implementation of the General Plan such as dedications for parks, trails, open space, road, of other public facilities.
 - e. Whether as a condition and requirement of annexation, an annexation fee will be negotiated between the City and the petitioners. This fee may be separate and distinct from, and in addition to, any development impact fee assessed pursuant to the terms of the City's impact fee ordinance. The purpose of these fees shall be to reimburse the city for any extraordinary impacts on the City and infrastructure which may be created by the annexation.
 - f. Such other information as may be required or necessary to understand and evaluate the application/petition.
3. Annexations Not To Create Unincorporated Islands or Peninsulas. In no event shall the City Council approve annexations which would result in unincorporated islands or peninsulas being left within the boundaries of the City except pursuant to State Law existing islands or peninsulas within the City may be annexed, if they are already developed and require the delivery of municipal type service.
4. Acceptance or Rejection by City Council. After reviewing the annexation request and recommendations from the Planning Commission, Staff or Consultants, if any were requested, the City Council shall vote to either accept or reject the annexation petitions. If the annexation request is rejected the City Recorder shall notify the contact sponsor and the County Clerk of the rejection within five days of the decision to reject the annexation application.
5. Certification of Petitions. If the annexation application is accepted the City Recorder shall within thirty days review the annexation petitions to determine if they comply with all applicable law. If the City Recorder certifies that the petitions are valid and sufficient the Recorder shall notify the City Council and the sponsors in writing. If the City Recorder determines that the petitions are insufficient, the Recorder shall notify the City Council and the sponsors of the deficiencies in the petitions and the sponsors may modify the petitions and re file the annexation with the City.
6. Notice of Intent Annex. The City Council shall cause a public notice to be published and mailed as required by law. The notice shall be published within ten days from the date the petitions are certified as valid and sufficient and shall be published once a week for three successive weeks. The notice shall state:

- a. That a petition has been filed, accepted and certified by the City.
- b. That the complete petition is available for inspection and copying at the office of the City Recorder.
- c. That the City may grant the petition unless a written protest to the annexation is filed with the County Boundary Commission and filed with the City Recorder;
- d. The address of the Boundary Commission;
- e. The date before which a protest must be filed;
- f. That a protest may be filed by property owners if it contains the signatures of the owners of private real property that is located in the unincorporated county within 2 mile of the area proposed for annexation and covers at least 25% of the private land area located in the unincorporated area within 2 mile of the proposed annexation and is equal in value to at least 15% percent of all real property located in the unincorporated area within 2 mile of the area proposed for annexation.

- g. The applicant shall provide a legible vicinity map indicating the exact location of their property and each property within 3 mile (1,320 feet). The map shall include the address of the subject property and shall be part of each notice required for the public hearing.
7. Public Hearing. If no protest is filed within the protest period or if the Boundary Commission approves the annexation after the protest is heard, the City Council may proceed to annex the property. Before acting on the annexation, the City Council shall hold a public hearing and provide notice as required in Utah State Code. At least seven (7) days prior to such hearing notice of the time and place of the hearing and the location(s) shall be published in a newspaper of general circulation within the City and the area proposed for annexation.
8. Ordinance of Annexation. Following the public hearing, the City Council may adopt a Annexation Ordinance which is consistent with the decision of the Boundary Commission, if any.
9. Recording of Annexation Plat and Documents. Upon passage of the ordinance of annexation, the territory shall be deemed to be annexed. Thereafter, the final duly executed annexation plat, and the ordinance of annexation, shall be recorded within thirty days with the office of the County Recorder.

9-102 Procedure For Amendments

1. All proposed amendments to this Code shall be submitted first to the Planning Commission for its recommendations, which recommendations shall be submitted to the City Council for its consideration within thirty (30) days.
2. Any person seeking an amendment to those Chapters or to the Official Zone Map shall submit to the Planning Commission a written petition designating the change desired and the reasons therefore and shall pay a filing fee in the amount set forth by a resolution of the City Council. All petitions for a Zoning change shall include a vicinity map, drawn to scale and showing the names and addresses of the owners of adjacent property, and a legal description of the property for which the change is sought. The Planning Commission shall then consider the request and shall certify its recommendations to the City Council with respect thereto within thirty (30) days from receipt of the request. Failure on the part of the Planning Commission to certify its recommendations to the City Council within said thirty-day period, shall be deemed to constitute a recommendation of approval, unless a longer period is granted by the City Council. The fee required herein shall not be returned to the applicant. The Planning Commission may also initiate amendments to this Title by recommendation of such amendments to the City Council.
3. Amendments to Chapters 3, 4, 5 and 10 of this Code may be adopted only with the following procedure:
 - a. The City Council shall hold a public hearing on the proposed amendment recommended to it by the Planning Commission and provide reasonable notice of the public hearing at least 14 days before the date of the public hearing.
 - b. After the public hearing, the City Council may adopt the amendment as proposed, amend the proposed amendment, or reject the amendment.
 - c. Reasonable notice shall be given by posting notice of the hearing in at least three public places within the city, the Utah Public Notice website, and the city website and publishing notice of the hearing in a newspaper of general circulation in the city.
 - e.i. For rezones, notices shall also be sent by mail to owners of real property located within 500 feet of the subject property.
 - d. The applicant shall provide a legible vicinity map indicating the exact location of their property and each property within 3 mile (1,320 feet). The map shall include the address of the subject property and shall be part of each notice required for the public hearing.

(Amended: 5/2/06)

VERSION 2:

Exhibit A

3-617 (Reserved)

3-617 Amendments To Zoning Code

~~The Zoning Code, including the Zoning Map, may be amended, but all proposed amendments shall be submitted first to the Planning Commission for its recommendations, which recommendations will be considered by the Planning Commission within thirty (30) days. For the Purpose of establishing and maintaining sound, stable, and desirable development within the City, it is declared to be public policy that amendments shall not be made to the Zoning Code and Map except to promote more fully the objectives and purposes of the General Plan, this code or to correct manifest errors. Any person seeking an amendment to this Zoning Code or Map shall submit to the Zoning Administrator a written petition designating a change desired, the reasons therefore, and wherein the proposed amendment would further promote the objectives and purposes of this Zoning Code, together with a fee. The Zoning Administrator shall, in turn, transmit the said petition to the Planning Commission as established by this Code, and the Planning Commission may call a hearing prior to submitting the matter to deliberation by the City Council. The amendments to this Code may be adopted only after a public hearing in relation thereto, before the City Council of the City of Highland, in which the parties in interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be given as provided by Section 9-102(3) placed in no less than three (3) public places within the corporate limits of the City, and shall in a newspaper having general circulation within the City, at least fourteen (14) days before the date of such hearing.~~

~~(Amended: April 11, 1995)~~

7-102 Procedure For Annexation Of Territory

1. Annexation Application and Petition. The owners of a majority of the private property as shown in the records of the County Recorder's office and the owners of at least one-third in value of the real property as shown by the last assessment rolls, in property contiguous to the corporate boundaries of the City may file with the City Recorder a written annexation application, together with the following:
 - a. An applicant shall follow the process for submitting a petition for annexation as set forth in Utah State Code
 - b. The City may require an applicant to submit such forms, documentation, and information as is necessary for the City to review and evaluate the request.
 - a. ~~An original and copy of an accurate plat or map of the territory proposed to be annexed made under the supervision of and certified by the municipal engineer or a registered land surveyor licensed to do such work in the State of Utah, which plat or map shall be suitable for recording.~~
 - b. ~~A written petition for the proposed annexation signed by the owners of the majority of private real property and of at least one third in value as shown in the latest assessment rolls.~~
 - c. The Application Review Fee, Plat Review and other required fees as may be set by the Highland City Council by resolution.
 - d. The name, address, and telephone numbers of up to five sponsors of the annexation one of whom shall be designated the contact sponsor for the City to work with.

- e. The sponsors shall also deliver or mail a copy of the petition to the Utah County Clerk.
2. City Council Review and Action. The City Council shall review the application/petition for annexation and may send the application to the Planning Commission, Staff, and/or Consultants for recommendations. The City Council may request the application/petition be reviewed according to the following review criteria:
- Whether or not it is in the interest of the City to annex additional land at that time.
 - The capability of Highland City to supply adequate municipal services to the area proposed for annexation, such as public streets, water, sewer, police and fire protection including what necessary improvements will be a requirement of the petitioners/owners of the property.
 - Whether or not the proposed annexation is consistent with the City's General Plan.
 - What conditions, if any, should be attached to proposed annexations in order to provide adequate services, protect health or safety, or are necessary for proper implementation of the General Plan such as dedications for parks, trails, open space, road, of other public facilities.
 - Whether as a condition and requirement of annexation, an annexation fee will be negotiated between the City and the petitioners. This fee may be separate and distinct from, and in addition to, any development impact fee assessed pursuant to the terms of the City's impact fee ordinance. The purpose of these fees shall be to reimburse the city for any extraordinary impacts on the City and infrastructure which may be created by the annexation.
 - Such other information as may be required or necessary to understand and evaluate the application/petition.
3. Annexations Not To Create Unincorporated Islands or Peninsulas. In no event shall the City Council approve annexations which would result in unincorporated islands or peninsulas being left within the boundaries of the City except pursuant to State Law existing islands or peninsulas within the City may ~~be~~ annexed, if they are already developed and require the delivery of municipal type service.
4. Acceptance or Rejection by City Council. After reviewing the annexation request and recommendations from the Planning Commission, Staff or Consultants, if any were requested, the City Council shall vote to either accept or reject the annexation petitions. If the annexation request is rejected the City Recorder shall notify the contact sponsor and the County Clerk of the rejection within five (5) days of the decision to reject the annexation application.
5. Certification of Petitions. If the annexation application is accepted the City Recorder shall within thirty (30) days review the annexation petitions to determine if they comply with all applicable law. If the City Recorder certifies that the petitions are valid and sufficient the Recorder shall notify the City Council and the sponsors in writing. If the City Recorder determines that the petitions are insufficient, the Recorder shall notify the City Council and the sponsors of the deficiencies in the petitions and the sponsors may modify the petitions and re file the annexation with the City.
6. Notice of Intent Annex. The City Council shall cause a public notice to be published and mailed as required by Utah State Code. ~~law. The notice shall be published within ten days from the date the petitions are certified as valid and sufficient and shall be published once a week for three successive weeks.~~ The notice shall state:
- ~~That a petition has been filed, accepted and certified by the City.~~
 - ~~That the complete petition is available for inspection and copying at the office of the City Recorder.~~
 - ~~That the City may grant the petition unless a written protest to the annexation is filed with the County Boundary Commission and filed with the City Recorder;~~
 - ~~The address of the Boundary Commission;~~
 - ~~The date before which a protest must be filed;~~

- ~~f. That a protest may be filed by property owners if it contains the signatures of the owners of private real property that is located in the unincorporated county within 2 mile of the area proposed for annexation and covers at least 25% of the private land area located in the unincorporated area within 2 mile of the proposed annexation and is equal in value to at least 15% percent of all real property located in the unincorporated area within 2 mile of the area proposed for annexation.~~
- ~~g. The applicant shall provide a legible vicinity map indicating the exact location of their property and each property within 3 mile (1,320 feet). The map shall include the address of the subject property and shall be part of each notice required for the public hearing.~~
7. Public Hearing. If no protest is filed within the protest period or if the Boundary Commission approves the annexation after the protest is heard, the City Council may proceed to annex the property. Before acting on the annexation, the City Council shall hold a public hearing and provide notice as required in Utah State Code. ~~At least seven (7) days prior to such hearing notice of the time and place of the hearing and the location(s) shall be published in a newspaper of general circulation within the City and the area proposed for annexation.~~
8. Ordinance of Annexation. Following the public hearing, the City Council may adopt an Annexation Ordinance which is consistent with the decision of the Boundary Commission, if any.
9. Recording of Annexation Plat and Documents. Upon passage of the ordinance of annexation, the territory shall be deemed to be annexed. The recording of the plat and noticing requirements shall be completed as required in Utah State Code. ~~Thereafter, the final duly executed annexation plat, and the ordinance of annexation, shall be recorded within thirty days with the office of the County Recorder.~~

9-102 Procedure For Amendments

1. All proposed amendments to this Code shall be submitted first to the Planning Commission for its recommendations, which recommendations shall be submitted to the City Council for its consideration within thirty (30) days.
2. Any person seeking an amendment to those Chapters or to the Official Zone Map shall submit to the Planning Commission a written petition designating the change desired and the reasons therefore and shall pay a filing fee in the amount set forth by a resolution of the City Council and provide other information as may be required by the Zoning Administrator. ~~All petitions for a Zoning change shall include a vicinity map, drawn to scale and showing the names and addresses of the owners of adjacent property, and a legal description of the property for which the change is sought. The Planning Commission shall then consider the request and shall certify its recommendations to the City Council with respect thereto within thirty (30) days from receipt of the request. Failure on the part of the Planning Commission to certify its recommendations to the City Council within said thirty day period, shall be deemed to constitute a recommendation of approval, unless a longer period is granted by the City Council. The fee required herein shall not be returned to the applicant. The Planning Commission may also initiate amendments to this Title by recommendation of such amendments to the City Council.~~
3. Amendments to the Development Code, the Zoning Map, or other land use regulation Chapters 3, 4, 5 and 10 of this Code may be adopted only with the following procedure:
 - a. The City Council shall hold a public hearing on the proposed amendment recommended to it by the Planning Commission and provide reasonable notice of the public hearing at least 14 ten (10) days before the date of the public hearing.
 - b. After the public hearing, the City Council may adopt the amendment as proposed, amend the proposed amendment, or reject the amendment.

- c. Reasonable notice shall be given by posting notice of the hearing in at least three public places within the city, the Utah Public Notice website, and the city website.~~and publishing notice of the hearing in a newspaper of general circulation in the city.~~
 - e.i. For rezones, notices shall also be sent by mail to owners of real property located within 500 feet of the subject property.
- d. The applicant shall provide a legible vicinity map indicating the exact location of their property and each property within 3 mile (1,320 feet). The map shall include the address of the subject property and shall be part of each notice required for the public hearing.

(Amended: 5/2/06)



CITY COUNCIL AGENDA REPORT

ITEM #6

DATE: August 2, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney
SUBJECT: **ACTION:** Impact Fee Agreement with Kanes & Wily
TYPE: **ADMINISTRATIVE:** Determination of appropriate impact fees per state and city code is an administrative action.

PURPOSE:

The City Council will consider a request from the Kane family regarding the calculation of the pressurized irrigation impact fee requirement for their property located at 11224 North Tamarack Drive. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

This is the first time this request is coming before the Council. The Council has previously enacted and imposed PI Impact fees by ordinance, which includes a formula by which impact fees are calculated on a per square foot basis and a mechanism by which the Council can adjust those fees to respond to individual circumstances.

BACKGROUND:

This request comes from Brian Kane, who is in the process of building a home in the Bull River subdivision, on lot 10b, parcel number 35:075:0002, 11224 North Tamarack Drive. The lot is approximately 2 acres in size. When the Kanes submitted a building permit application, the City imposed its normal water dedication and impact fee requirements.

The Bull River subdivision is subject to CC&Rs that restrict the types and amount of landscaping that is allowed. Due to these restrictions on landscaping, the Kanes will not be landscaping or irrigating the entire lot, and a large portion of the lot will remain with natural vegetation and landscaping. The Kanes accordingly requested that the City adjust the amount of water required to be dedicated and the amount of the PI impact fee charged because their actual usage is far less than a fully landscaped, 2-acre lot.

Under the City's PI impact fee enactment, "The Council may adjust either up ... or down the standard impact fees at the time the fee is charged in order to respond to an unusual circumstance in specific cases and to ensure that the fees are imposed fairly. The Council may adjust the amount of the fees to be imposed if the fee payer submits studies and data clearly showing that the payment of an adjusted impact fee is more consistent with the true impact being placed on the system."

This is consistent with state law, which requires the City to have a mechanism by which

impact fees can be adjusted in individual cases based on unique or individual circumstances. Utah Code § 11-36a-402(1)(c) - (d).

Staff has prepared an Impact Fee Agreement that, if approved, will be recorded against the property, which Agreement contains the following terms:

1. The PI impact fee for the Kanes will be \$6,243.60, which was calculated based on the 2021 formula in place at the time of the Kanes' building permit application (\$0.43 per square foot, multiplied by 14,520 square feet of irrigated property).
2. The Kanes must provide proof to the City that the HOA has approved their landscaping plan, and any changes to that plan that increase the impact on the City's PI system require written City approval.
3. If the Kanes or any other owner of the property changes the landscaping in a way that increases impacts to the City's PI system, additional impact fees and water dedication will be required according to the City requirements in place at the time of exaction.

STAFF REVIEW:

The agreement conforms to the requirement under state and city code to allow for adjustments to impact fees to respond to individual circumstances, while still retaining the City's right to charge impact fees in the future, at future rates, if there are additional impacts that warrant additional impact fees.

FISCAL IMPACT:

This decision will result in the City collecting approximately \$26,800 less in PI impact fees than originally assessed for this property.

COUNCIL ACTION:

The City Council will consider approval or denial of the proposed contract.

MOTION TO APPROVE:

I move that City Council approve the Impact Fee Agreement for Lot 10b of the Bull River Subdivision. (Include any conditions if applicable.)

MOTION TO DENY:

I move that City Council deny the Impact Fee Agreement for Lot 10b of the Bull River Subdivision. (The Council will need to draft appropriate findings).

ATTACHMENTS:

1. Proposed Impact Fee Agreement

When recorded, mail to
Highland City
5400 W. Civic Center Dr. Ste. 1
Highland, UT 84003

IMPACT FEE AGREEMENT

This IMPACT FEE AGREEMENT (“**Agreement**”) is entered into between HIGHLAND CITY, a Utah municipality (“**City**”), and [ZACHARY WILY | BRIAN KANE AND SHAROLYN KANE], individuals (“**Owner**”), together with their respective agents, officers, employees, assigns, and successors-in-interest.

RECITALS

- A. Owner owns certain real property consisting of a residential lot within Highland City (“**Property**”), which Property is more particularly described as:

Address: 11224 North Tamarack Drive, Highland, UT 84003

Parcel: 35:075:0002

Description: Lot 10 B, Plat A, Amended Plat of a Portion of Bull River Planned Community (Division of Lot 10), as shown on the records of the County Recorder

- B. Owner seeks to develop the Property with certain improvements in conformance with City and Bull River Homeowners Association (“**HOA**”) regulations.
- C. City imposes impact fees on development such as Owner proposes, including impact fees for impacts to the City’s pressurized irrigation system (“**PI Impact Fees**”), and the City by City code and state law adjusts such fees based on individualized circumstances.
- D. This Agreement establishes the amount of the required PI Impact Fee for the Property, and the conditions under which additional PI Impact Fees will or will not be required.

AGREEMENT

1. **Landscaping Plan.** Owner has submitted a landscaping plan that provides for limited irrigated landscaping and use of the Property, which plan is attached and incorporated herein as Exhibit A (“**Landscaping Plan**”).
 - a. Owner represents to the City that Owner must obtain HOA approval of the Landscaping Plan, and that Owner is required by HOA bylaws, rules, and restrictions to comply with such approved Landscaping Plan, which Plan limits the amount of irrigated Property. Owner shall submit to the City documentation of the HOA’s approval of the Landscaping Plan at or before final inspection of the residence.
 - b. Owner shall substantially comply with and follow the Landscaping Plan in the development of the Property, and Owner shall not make any modifications to the Landscaping Plan that would result in additional irrigated land or use of the City’s pressurized irrigation system without first obtaining written City approval.
2. **Calculation of Impact Fee.** The PI Impact Fee is calculated as irrigated square footage multiplied by \$0.43. Based on the Landscaping Plan, to be approved as described above, the

irrigated square footage of the Property is 14,520 square feet, for a total PI Impact Fee of \$6,243.60. Additional irrigated square footage shall require additional PI Impact Fees

3. **Changes in Use.** In the event that Owner or Owner's successors-in-interest change the use of the Property so as to create additional demand on, impact to, or need for the City's pressurized irrigation system, such person shall be obligated to pay additional PI Impact Fees, dedicate or provide additional water, and otherwise comply with City requirements for new connections to the City's pressurized irrigation system.
 - a. Such obligations shall be calculated and determined based on City requirements adopted at the time the obligations are imposed by the City.
 - b. Changes to the Property that shall warrant and justify additional obligations shall include but not be limited to additional, expanded, or altered landscaping, expansion of sprinkler systems, and other changes that increase the irrigated square footage of the Property.
4. **No Waiver.** The City's failure to require additional PI Impact Fees, water dedications, or other obligations due to changes in use shall not waive Owner or Owner's successors-in-interest under this Agreement, unless such waiver is entered into by the City in writing.
5. This Agreement is binding upon and inures to the benefit of Owner, City, and the parties' respective successors-in-interest. This Agreement shall be recorded as a covenant and restriction that runs with the Property to bind and restrict all Owner's successors-in-interest.

By Highland City:

Attest:

City Administrator Nathan Crane

City Recorder

By Owner:

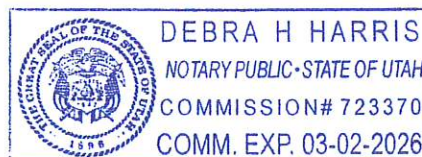
State of Utah)

§

County of Utah)

On this 15 day of July, in the year 2022, before me, Debra H Harris
a notary public, personally appeared Brian C Kane, proved on the
basis of satisfactory evidence to be the person whose name is subscribed to this instrument as
Owner, and acknowledged they executed the same.

Notary



By Owner:

Sharolyn Kane

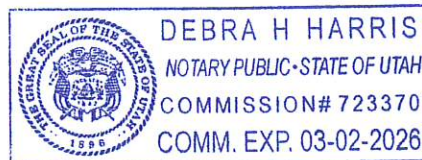
State of Utah)

§

County of Utah)

On this 15 day of July, in the year 2022, before me, Debra H Harris
a notary public, personally appeared Sharolyn Kane, proved on the
basis of satisfactory evidence to be the person whose name is subscribed to this instrument as
Owner, and acknowledged they executed the same.

Debra H Harris
Notary



By Owner:

Zachary Willy

State of Utah)

§

County of Utah)

On this 18 day of July, in the year 2022, before me, Dora L. Lopez
a notary public, personally appeared Zachary Willy, proved on the
basis of satisfactory evidence to be the person whose name is subscribed to this instrument as
Owner, and acknowledged they executed the same.

Dora L. Lopez
Notary

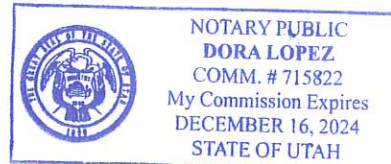


Exhibit A

Landscaping Plan

Tamarack Dr.



Front Yard Landscaping = 5,000 sq. ft.
Back Yard Landscaping = 3,000 sq. ft.

Landscaping will be mostly grass with some planters in the front and some trees.



CITY COUNCIL AGENDA REPORT ITEM #7

DATE: August 2, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer
City Engineer/Public Works Director
SUBJECT: **AGREEMENT:** 2022 Debris Basin Project Interlocal Cooperation Agreement
TYPE: **LEGISLATIVE:** The Council is acting in a legislative capacity as in approving an interlocal agreement with other agencies

PURPOSE:

City Council will consider an interlocal agreement with American Fork City and Cedar Hills City pertaining to the pending reconstruction of the outlet structure and bridge for the jointly owned and managed American Fork Canyon Debris Basin. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On June 7, 2022, the Council tabled consideration on this item to allow for more information and background on the debris basin. The supporting information relative to the Debris Basin Administrative Board, and ownership was subsequently distributed to the Council on June 8, 2022.

On October 15, 2013, the Council approved the interlocal agreement that established the Debris Basin Administrative Board and agreed that maintenance expenses would be shared evenly between the three Cities.

BACKGROUND:

In 2008, an agreement to purchase the American Fork Canyon Debris Basin from Utah County was entered into by Highland City, American Fork City, and Cedar Hills City. The Cities later in 2013 established a Debris Basin Administrative Board to manage the maintenance and operation of the basin. The Administrative Board consist of the public works directors for each of the three Cities.

The purpose of the basin is to manage the flood risk to homes and properties along the river by containing and removing the debris that results from high-runoff conditions in the American Fork River.

The Administrative Board has been working toward a reconstruction of the outlet

structure and a widening of the bridge crossing the outlet structure. The reconstruction will make the operations during flood seasons more effective and much safer for staff. The existing outlet structure represents great risk for injury or drowning to staff when clearing the debris. While debris buildup is heavier when the canyon receives larger winter storms, buildup still occurs even in drought years. Pictures illustrating this information are attached.

In preparation for the project reconstruction bid, it was recognized that one City would need to take the lead for the project administration. American Fork City has agreed to bid and manage the project. For the project construction funds to be directed to American Fork from the Debris Basin, an interlocal agreement was prepared for authorization by each City to define how contributions will be managed by American Fork City in the project construction administration. The total cost of the project is estimated as \$720,000. Each City will pay \$240,000. The Cities are required by the agreement to each pay one-third of any cost overruns that exceed the budgeted amounts.

Cedar Hills City applied for, but did not receive, a grant to cover a portion of this project.

STAFF REVIEW:

The 2022 agreement is in harmony with the 2013 interlocal agreement which stipulates the cost sharing for necessary maintenance of the facility. As a part of acquiring the basin from the County, the City agreed to facilitate the long-term operation of the debris basin to prevent flooding. The structure has deteriorated, and the gates do not function properly. The reconstruction will address identified operational and safety concerns and preserve the life span of the debris basin.

FISCAL IMPACT:

The FY2023 adopted budget under 54-40-41 (Storm Sewer System Debris Basin Annual Maintenance) includes \$245,200 which has been allocated to fund this project. The recently updated utility fees also take into account this project.

COUNCIL ACTION:

The City Council may request additional information as necessary to provide assurance that the recommendations from the Debris Basin Administrative Board are in harmony with the maintenance objectives and operational necessities for the basin. If all is found to be in harmony, the Council may approve the agreement with the provided motion to approve. If the Council finds that agreement is not in harmony with the operational objectives, the Council may deny the agreement with the provided motion to deny.

MOTION TO APPROVE:

I move that City Council **APPROVE** the 2022 Debris Basin Project Interlocal Cooperation Agreement and **AUTHORIZE** the Mayor to sign the document.

MOTION TO DENY:

I move that City Council **DENY** the 2022 Debris Basin Project Interlocal Cooperation Agreement (City Council to provide appropriate findings and provide further direction to City Staff.)

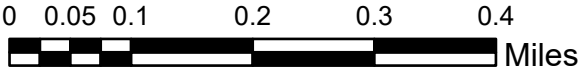
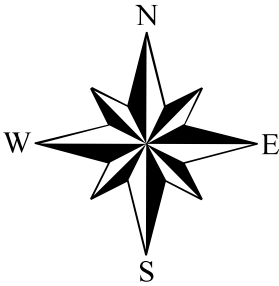
ATTACHMENTS:

1. Vicinity map
2. 2022 debris basin project interlocal cooperation agreement
3. Project plans
4. Existing interlocal agreement pertaining to the debris basin
5. October 15, 2013 City Council minutes pertaining to the debris basin
6. Photos of outlet structure in 2022
7. Photos of a debris flow event in 2019



HIGHLAND CITY

AMERICAN FORK CANYON
DEBRIS BASIN VICINITY
MAP



2022 DEBRIS BASIN PROJECT **INTERLOCAL COOPERATION AGREEMENT**

THIS 2022 DEBRIS BASIN PROJECT INTERLOCAL COOPERATION AGREEMENT (the “**Agreement**”), is made and entered into by and between AMERICAN FORK CITY, a Utah municipality, (“**American Fork**”), the CITY OF CEDAR HILLS, a Utah municipality (“**Cedar Hills**”), and HIGHLAND CITY, a Utah municipality (“**Highland**”), collectively referred to as “**Parties**” or individually as “**Party**.”

RECITALS

- A. Pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, the Parties are each authorized to enter into mutually advantageous agreements for joint or cooperative action.
- B. The Parties have previously entered into an Interlocal Cooperation Agreement, dated January 27, 2014, (“**2014 ICA**”) providing for the joint management of the American Fork Canyon Debris Basin and related improvements and facilities, which are jointly owned by the Parties (collectively, “**Basin**”).
- C. In connection with the 2014 ICA, the Parties created the American Fork River Debris Basin Administrative Board (“**Administrative Board**”) and adopted bylaws (“**Bylaws**”) to govern the management of the Basin.
- D. Pursuant to the 2014 ICA and Bylaws, the Parties desire to mutually cooperate in providing for certain improvements and modifications to the Basin (“**Project**”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

1. Purpose of Agreement.

The purpose of this Agreement is to establish the terms and conditions of the Parties’ cooperative efforts regarding the Project to provide certain improvements and modifications to the Basin. This Agreement is intended solely to provide for a specific Project pursuant to the terms of the existing 2014 ICA and Bylaws, and nothing in this Agreement is intended to amend, supersede, or otherwise modify the rights and obligations of the Parties under the 2014 ICA and Bylaws except as expressly set forth herein. Any such express modification shall be limited to providing for and facilitating the Project and shall not be applied in any other context.

2. Project Scope.

- a. The Project consists of those improvements, modifications, and facilities described in the plans dated September 3, 2021, by Horrocks Engineers, which plans are attached and incorporated herein by reference as Exhibit A.

- b. The Administrative Board may authorize adjustments and changes to the scope of the Project as set forth herein.

3. **Project Management.**

- a. American Fork shall be responsible for bidding, awarding, administering, and managing the contract or contracts necessary to complete the Project, pursuant to American Fork's bidding procedures, the requirements of Title 11, Chapter 39 of the Utah Code, and this Agreement. All contracts necessary to complete the Project shall be entered into and executed exclusively by American Fork.
- b. The Administrative Board shall review all bids and approve the bidder before a contract is awarded for the Project. The Administrative Board shall have the right to review all proposed payments to ensure that such payments conform to the executed bid contracts and this Agreement.
- c. In the event that the lowest responsible bidder's bid is higher than the Project Budget, as defined herein, American Fork shall not award the bid until and unless each Party, through the Administrative Board:
 - i. approves the additional costs necessary to complete the Project; and/or
 - ii. approves modifications to the scope of the Project to reduce the costs necessary to complete the Project.
- d. In administering the contract or contracts necessary to complete the Project, American Fork may engage a consultant construction manager. American Fork may engage a consultant of its choice, provided that the Administrative Board shall have the right to review and approve of the recommended consultant and the consulting contract prior to American Fork's engagement of the consultant. The consultant shall be paid out of the Project Budget.
- e. Change orders to the scope of the Project shall be approved by American Fork in consultation with the Administrative Board. Change orders that result in Project costs that exceed the Project Budget shall not be approved by American Fork until and unless each Party, through the Administrative Board, approves such change orders in writing.

4. **Project Budget.**

- a. Cedar Hills shall act as the treasurer for the Project.
- b. Each Party shall contribute \$240,000 toward the Project, for a total project budget of \$720,000 ("**Project Budget**"). Such funds shall be delivered to Cedar Hills on behalf of the Basin prior to American Fork issuing a request for bids for the Project. Upon the awarding of a contract or contracts under Section 3 of this Agreement, Cedar Hills shall remit the Project Budget, or such portion of the Project Budget as is necessary, to American Fork.

- c. If the Project requires additional funds beyond Project Budget to complete the Project, such additional funding shall first be approved by the Parties in writing through the Administrative Board. Each Party shall be responsible for one-third (1/3) of any such approved, additional funding.
- d. In the event that there are excess funds remaining from the Project Budget after completing the Project, such funds shall be returned by American Fork City to Cedar Hills for deposit in the Basin administrative accounts. The Administrative Board shall determine if funds are to be returned to Parties on an equal basis or maintained in Basin accounts for Basin maintenance and care.

5. Administration of Agreement.

- a. The Parties to this Agreement do not contemplate or intend to establish a separate legal entity under the terms of this Agreement. The Parties agree that this Agreement does not anticipate or provide for any organizational changes in or to the Parties.
- b. Each Party shall be responsible for budgeting for, financing, and otherwise providing for their respective portion of the Project Budget and any other costs, payments, or obligations required by this Agreement. Each Party shall keep all books and records related to such actions in accordance with applicable laws and regulations.
- c. Cedar Hills shall act as the treasurer for the Debris Basin and shall keep all books and records related to the financial transactions required or contemplated by this Agreement in accordance with applicable laws and regulations.
- d. American Fork shall act as the administrator for facilitating, bidding, managing, and administering all construction and construction contracts and shall keep all books and records related to the Project, including payments issued, change orders approved, completed inspections, and other records in accordance with applicable laws and regulations.
- e. In all other respects, the Administrative Board shall administer this Agreement.
- f. Each Party shall be entitled to review and inspect all books and records related to this Agreement during business hours upon request and reasonable notice.

6. Real and Personal Property.

The Parties agree that they will not adjust or modify ownership of the Basin, or any related property, improvements, and facilities, as such ownership is currently held. All new property obtained or acquired in connection with the Project and this Agreement shall be jointly owned by the Parties as set forth in the 2014 ICA and Bylaws. Future ownership, maintenance, and use of the Basin and all related property, improvements, and facilities, both prior to and after termination of this Agreement, shall be as set forth in the 2014 ICA and Bylaws.

7. **Effective Date and Term.**

The Effective Date of this Agreement shall be the date all conditions of approval provided in Section 9 of this Agreement have been satisfied (“**Effective Date**”). The term of this Agreement shall be from the Effective Date up through and including December 31, 2024, unless terminated or extended as set forth herein.

8. **Termination.**

- a. This Agreement shall continue in effect until:
 - i. The Parties mutually consent in writing to terminate the Agreement;
 - ii. The term of the Agreement expires; or
 - iii. The Project is completed, all outstanding contracts related to the Project have been completed, fulfilled, and/or terminated, and any remaining funds from the Project Budget have been returned to the Parties as set forth herein.
- b. This Agreement may be extended by the mutual, written consent of the Parties in order to provide for the Project, but in no event shall the term of this Agreement extend beyond fifty (50) years.
- c. Upon termination of this Agreement, the Parties shall remain responsible for complying with all responsibilities, obligations, and duties as set forth in the 2014 ICA and Bylaws.

9. **Conditions of Approval.**

This Agreement is conditioned upon each of the following:

- a. The approval and adoption of the Agreement by resolution of the legislative body of each Party in accordance with the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code;
- b. The written approval of the authorized attorney of each Party in accordance with the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code.

10. **Amendments.**

The terms of this Agreement may not be amended, changed, modified, or altered except by an instrument in writing authorized and executed by each Party pursuant to the requirements of the Utah Interlocal Cooperation Act.

11. **Authorization and Filing.**

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties. Each Party shall be responsible for the timely submission, filing, or recording

of the Agreement and any subsequent amendment or termination thereof with the appropriate governmental or regulatory offices, in the proper form and format as required by law.

12. Governing Law, Jurisdiction, and Venue.

This Agreement and all claims or causes of action arising therefrom shall be construed and governed by and enforced in accordance with the laws of the State of Utah, including its statutes of limitation. Any dispute, claim, or cause of action regarding the interpretation or application of this Agreement shall be brought and maintained in the courts of the State of Utah, Utah County, Utah, which courts shall have jurisdiction over this Agreement and the Parties thereto.

13. Indemnification.

- a. The Parties shall defend, indemnify, save harmless, and exempt each other as set forth in the 2014 ICA and Bylaws.
- b. In the event of liability arising out of the Project or any authorized contract executed by American Fork in pursuance thereof, which liability is not due to the willful or negligent acts or omissions of a particular Party or Parties, each Party agrees to be severally liable for a maximum amount of one-third (1/3) of such liability.
- c. Nothing in this Agreement shall be construed, interpreted, or applied as giving rise to any right, obligation, or liability to any party not named herein, and no third party has any right under this Agreement whatsoever.
- d. The provisions of this Section shall survive the termination of this Agreement.

14. Severability.

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

15. Immunity.

By entering into this Agreement, the Parties do not waive any governmental or sovereign immunity. Each Party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state and federal law, including the Utah Governmental Immunity Act. Designations of venue, choice of law, insurance and indemnification conditions, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity.

16. **Waiver.**

The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement.

AMERICAN FORK CITY, a Utah municipality

By: _____

Approved as to Form:

Name: _____

Its: _____

City Attorney

ATTEST:

City Recorder

CITY OF CEDAR HILLS, a Utah municipality

By: _____

Approved as to Form:

Name: _____

Its: _____

City Attorney

ATTEST:

City Recorder

HIGHLAND CITY, a Utah municipality

By: _____

Approved as to Form:

Name: _____

Its: _____

City Attorney

ATTEST:

City Recorder

AMERICAN FORK DEBRIS BASIN COMMITTEE

AMERICAN FORK RIVER DEBRIS BASIN

OUTLET MODIFICATIONS

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	GENERAL STRUCTURAL NOTES
3.	GENERAL STRUCTURAL NOTES & DETAILS
4.	EXISTING SITE AND DEMOLITION PLAN
5.	FOUNDATION PLAN
6.	WALL ELEVATIONS
7.	BRIDGE ENHANCEMENT PLAN & DETAILS
8.	STRUCTURAL DETAILS I
9.	STRUCTURAL DETAILS II
10.	STRUCTURAL DETAILS III



PROJECT LOCATION

CAUTION TO CONTRACTOR

THE CONTRACTOR SHALL BE RESPONSIBLE TO INVESTIGATE AND VERIFY THE ACTUAL LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND FACILITIES AT LEAST 48 HOURS IN ADVANCE OF THE PERFORMANCE OF ANY WORK.

Call before you Dig
Avoid cutting underground utility lines. It's costly.



REV	DATE	BY	DESCRIPTION

SCALE
HORIZONTAL
N/A
VERTICAL
N/A

WARNING

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS

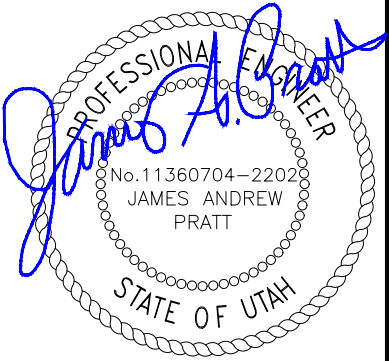
ENGINEERS

2162 West Grove Pkwy.
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

AMERICAN FORK RIVER DEBRIS BASIN OUTLET

COVER SHEET

DESIGNED	DATE	PROJECT NO.
JAP	09/03/21	UT-2775-2011
DRAWN	DATE	SHEET NO.
JAP	09/03/21	01 OF 10
CHECKED	DATE	DRAWING NO.
BTB	09/03/21	G1.0



GENERAL REQUIREMENTS

1.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND SITE CONDITIONS BEFORE STARTING WORK AND SHALL NOTIFY THE ARCHITECT/ STRUCTURAL ENGINEER IMMEDIATELY OF ANY DISCREPANCIES. ANY OMISSION OR CONFLICT BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/STRUCTURAL ENGINEER BEFORE PROCEEDING WITH ANY WORK SO AFFECTED.
2.

NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS ON THIS SHEET IN CASE OF CONFLICT.
3.

ALL CONSTRUCTION AND QUALITY OF MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE BUILDING CODE, AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.
4.

WHERE CONSTRUCTION DETAILS ARE NOT SHOWN OR NOTED FOR ANY PART OF THE WORK, SUCH DETAILS SHALL BE THE SAME AS FOR SIMILAR WORK SHOWN ON THE DRAWINGS. WHERE SUFFICIENTLY SIMILAR WORK IS NOT SHOWN, THE ARCHITECT/ENGINEER SHALL BE CONSULTED FOR CLARIFICATION.
5.

THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LOCATE AND PROTECT ANY UNDERGROUND OR CONCEALED CONDUIT, PLUMBING OR OTHER UTILITIES WHERE NEW WORK IS BEING PERFORMED, PRIOR TO BEGINNING EXCAVATIONS.
6.

TEMPORARY BRACING SHALL BE PROVIDED WHEREVER NECESSARY TO TAKE CARE OF ALL LOADS TO WHICH THE STRUCTURE MAY BE SUBJECTED, INCLUDING WIND. SUCH BRACING SHALL BE LEFT IN PLACE AS LONG AS MAY BE REQUIRED FOR SAFETY, OR UNTIL ALL THE STRUCTURAL ELEMENTS ARE COMPLETE.
7.

DURING AND AFTER CONSTRUCTION THE CONTRACTOR AND/OR OWNER SHALL KEEP LOADS ON THE STRUCTURE WITHIN THE LIMITS OF THE DESIGN LOAD.
8.

NEITHER THE OWNER NOR THE ARCHITECT/STRUCTURAL ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
9.

ANY OPTIONS OR SUBSTITUTIONS ARE FOR THE CONTRACTOR'S CONVENIENCE. NO STRUCTURAL CHANGES OR SUBSTITUTIONS SHALL BE MADE IN THE FIELD FROM THE APPROVED CONSTRUCTION DOCUMENTS UNLESS WRITTEN APPROVAL OF SUCH CHANGES OR SUBSTITUTIONS IS OBTAINED FROM THE STRUCTURAL ENGINEER. IF CHANGES ARE MADE WITHOUT WRITTEN APPROVAL, SUCH CHANGES, ALONG WITH ANY ADDITIONAL COSTS, REPAIRS AND COORDINATION WITH OTHER AFFECTED ITEMS SHALL BE THE LEGAL AND FINANCIAL RESPONSIBILITY OF THE CONTRACTOR AND/OR SUBCONTRACTORS INVOLVED.
10.

A REGISTERED CIVIL ENGINEER SHALL DESIGN AND BE RESPONSIBLE FOR ANY SUPPLEMENTAL FABRICATION DESIGNS OF BUILDING COMPONENTS. IT SHALL BE THE RESPONSIBILITY OF THE COMPONENT FABRICATOR TO COMPLY WITH ALL APPLICABLE REGULATIONS AND TO OBTAIN APPROVAL FROM THE NECESSARY GOVERNING AGENCIES ON SUCH DESIGNS. PRIOR TO CONSTRUCTION AND/OR FABRICATION OF THE ALTERNATE COMPONENTS, THE DESIGN SHALL BE REVIEWED BY THE STRUCTURAL ENGINEER OF RECORD FOR CONFORMANCE WITH THE STRUCTURAL DESIGN AS APPROVED FOR BUILDING PERMIT.

BUILDING CRITERIA

GOVERNING CODE STATE OF REGISTERED ENGINEER STAMP OCCUPANCY CATEGORY	2018 INTERNATIONAL BUILDING CODE UTAH II
GRAVITY DESIGN DATA	GRATE DL = 10 PSF GRATE LL = 250 PSF TRASH RACK LL = 250 PSF TRASH TRACK POINT LIVE LOAD = 6000 LBS BRIDGE LL = HL-93 (NO LANE LOAD) BRIDGE RAILING LL = 50 PLF OR 200 LBS. RAILING NOT DESIGN FOR VEHICLE IMPACT
WIND DESIGN DATA	NONE
SEISMIC DESIGN INFO	I = 1.0 Soil Site Class C Ss = 1.365 and S1 = 0.51 Fa = 1.2 and Fv = 1.49 Sds = 1.092 and Sd1 = 0.506 Design Category D
FLOOD DESIGN DATA	NONE
SOILS DESIGN DATA	ALLOWABLE BEARING PRESSURE = 3000 PSF SEISMIC AND WIND ½ ALLOWABLE BEARING PRESSURE INCREASE MINIMUM EMBED DEPTH = 30 in COEFFICIENT OF FRICTION = 0.60 EQUIVALENT FLUID ACTIVE PRESSURE = 40 PCF ALLOWABLE PASSIVE PRESSURE = 200 PSF
SOILS REPORT	SOIL CLASSIFICATION OF GW & GP FROM SOILS REPORT FROM GERHART COLE, INC DATED 11/06/08

REINFORCED CONCRETE

1.

UNLESS NOTED OTHERWISE, THE SPECIFIED CONCRETE STRENGTH SHOWN IN THE FOLLOWING TABLE IS THE MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS. THE AGGREGATE SHOWN IS THE MAXIMUM SIZE. THE SLUMP SHOWN IS THE MAXIMUM IN INCHES (REGULAR WEIGHT - 145 PSF).
- | CONSTRUCTION | STRENGTH (PSI) | AGGREGATE | H ₂ O/CEMENT RATIO | SLUMP | TYPE |
|----------------|----------------|-----------|-------------------------------|-------|---------|
| FOUNDATION | 4,500 | ¾" | 0.45 | 4" | V |
| SLAB ON GRADE | 4,500 | ¾" | 0.45 | 4" | V |
| CONCRETE WALLS | 4,500 | ¾" | 0.45 | 4" | V |
| BRIDGE SLAB | 5,000 | ¾" | 0.45 | 4" | I OR II |
| APPROACH SLAB | 5,000 | ¾" | 0.45 | 4" | I OR I |
2.

DRY PACK SHALL BE COMPOSED OF 1 PART PORTLAND CEMENT AND NO MORE THAN 3 PARTS SAND.
3.

PORTLAND CEMENT SHALL CONFORM TO A.S.T.M. C 150. STRUCTURAL CONCRETE AGGREGATE SHALL CONFORM TO A.S.T.M. C 33 FOR STANDARD WEIGHT OR C 330 FOR LIGHTWEIGHT.
4.

ADMIXTURES MAY BE USED WITH PRIOR APPROVAL OF THE ENGINEER. ADMIXTURES USED TO INCREASE THE WORKABILITY OF THE CONCRETE SHALL NOT BE CONSIDERED TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT (CALCIUM CHLORIDE SHALL NOT BE USED). CONCRETE SHALL NOT COME IN CONTACT WITH ALUMINUM.
5.

ALL CONCRETE WORK SHALL BE PLACED, CURED, STRIPPED, AND PROTECTED AS DIRECTED BY THE SPECIFICATIONS AND ACI STANDARDS AND PRACTICES.
6.

CONTRACTOR IS RESPONSIBLE FOR ALL SHORING AND FORMWORK.
7.

NO CONDUIT PLACED IN A CONCRETE SLAB SHALL HAVE AN OUTSIDE DIAMETER GREATER THAN 1/3 THE THICKNESS OF THE SLAB. NO CONDUIT SHALL BE EMBEDDED IN A SLAB THAT IS LESS THAN 4 IN. THICK. WITH THE EXCEPTION OF LOCAL OFFSETS, MINIMUM CLEAR DISTANCE BETWEEN CONDUITS SHALL BE 6 IN.
8.

BEFORE CONCRETE IS POURED CHECK WITH ALL TRADES TO INSURE PROPER PLACEMENT OF ALL PIPES, CONDUITS, ETC. NO PIPES OR DUCTS SHALL BE PLACED IN CONCRETE FOOTINGS UNLESS SPECIFICALLY DETAILED IN THE STRUCTURAL PLANS OR AS DIRECTED BY THE ENGINEER.
9.

TIE ALL INSERTS, ANCHOR BOLTS OR OTHER EMBEDDED ELEMENTS SECURELY IN PLACE PRIOR TO PLACEMENT OF CONCRETE.
10.

MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED.

STRUCTURAL STEEL

1.

MATERIAL AND WORKMANSHIP SHALL CONFORM TO A.I.S.C. SPECIFICATIONS FOR DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, LATEST EDITION.
2.

STRUCTURAL STEEL SHALL COMPLY WITH THE FOLLOWING A.S.T.M. DESIGNATION:
- | MEMBER | ASTM DESIGNATION |
|------------------------|---|
| WIDE-FLANGE | A992 |
| COMMON BOLTS | A307 |
| THREADED ROD | A36, U.N.O. |
| HIGH STRENGTH BOLTS | A325, U.N.O. |
| | A36 |
| OTHER STRUCTURAL STEEL | A572, GRADE 50 (Fy=50 KSI), WHERE NOTED |
| ANCHOR BOLTS | F1554 |
3.

FOR STEEL WIDE FLANGE BEAMS, PROVIDE A NATURAL CAMBER UPWARDS.
4.

PROVIDE FULL BEARING ON UNTHREADED PORTION OF SHANK FOR BOLTS AT ALL STEEL MEMBER CONNECTIONS UNLESS NOTED OTHERWISE.
5.

WELDS SHALL BE MADE ONLY BY CERTIFIED WELDERS AS PRESCRIBED IN THE STANDARD CODE FOR WELDING IN BUILDING CONSTRUCTION OF THE AMERICAN WELDING SOCIETY.
6.

WELDING ELECTRODES: LOW HYDROGEN E70XX SERIES PER A.W.S. D1-1, UNLESS NOTED OTHERWISE.
8.

THE CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION. SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL MEMBERS SHOWN ON HORROCKS ENGINEERS, INC. DRAWINGS. REQUIRED SHOP DRAWINGS SHALL SHOW MEMBER LAYOUT, SIZE, LENGTH, BOLT HOLE SIZES AND LOCATIONS, CONNECTION DETAILS, GRADE AND ERECTION PROCEDURES.
9.

ALL WELDS USED IN PRIMARY MEMBERS AND CONNECTIONS IN THE SEISMIC LOAD RESISTING SYSTEM (SLRS) SHALL BE MADE WITH A FILLER METAL THAT HAS A MINIMUM CHARPY V-NOTCH TOUGHNESS OF 20 FT-LBS AT MINUS 20° F, AS DETERMINED BY A.W.S. CLASSIFICATION OR MANUFACTURER CERTIFICATION.
10.

WHERE "DEMAND CRITICAL" WELDS ARE NOTED ON THE DRAWINGS THE FILLER MATERIAL USED SHALL HAVE A MINIMUM CHARPY V-NOTCH (CVN) TOUGHNESS OF 20 FT-LBS AT MINUS 20° F, AND A (CVN) TOUGHNESS OF 40 FT-LBS AT 70°.

APPROVED EPOXY ANCHORING SYSTEMS

1.

SIMPSON 'SET-3G' INSTALLED PER I.C.C. ESR-4057
2.

ALL EPOXY ANCHOR INSTALLATIONS SHALL COMPLY WITH THE SPECIFIED I.C.C. REPORT AND THE MANUFACTURERS RECOMMENDATIONS.
3.

ALL EPOXY ANCHOR INSTALLATIONS REQUIRE SPECIAL INSPECTION.
4.

ANY ALTERNATIVE TO THE ABOVE ANCHORING SYSTEMS SHALL HAVE A CURRENT I.C.C. REPORT AND BE SUBMITTED TO THE GOVERNING JURISDICTION AND THE ENGINEER OF RECORD PRIOR TO ANY INSTALLATION.

REINFORCING STEEL

1.

REINFORCING STEEL - A.S.T.M. A-615 WITH GRADES AS LISTED BELOW:
- | MATERIAL | SIZE | GRADE |
|----------|-----------|-------|
| CONCRETE | ALL SIZES | 60 |
| MASONRY | ALL SIZES | 60 |
2.

ALL WELDED REINFORCING BARS SHALL BE A.S.T.M. A-706 USE LOW HYDROGEN ELECTRODES AS FOLLOWS:
- | WELDED MEMBER | ELECTRODE |
|-------------------------|-----------|
| REBAR TO REBAR | E80XX |
| REBAR TO A36 BASE METAL | E70XX |
3.

WELDED WIRE FABRIC - A.S.T.M. A-185 MINIMUM FABRIC SPLICE SHALL BE THE WIRE SPACING PLUS 2".
4.

UNLESS NOTED OTHERWISE, MINIMUM PROTECTIVE COVER AS FOLLOWS:
- | CONDITION | CLEAR DISTANCE |
|--------------------------------------|----------------|
| ON EARTH SIDE - PLACED AGAINST EARTH | 3" |
| ON EARTH SIDE WHEN FORMED | 2" |
| STEEL IN SLAB ON GRADE | ¼ SLAB |
5.

CONCRETE REINFORCING LAP SPLICES SHALL BE AS FOLLOWS:
- | LOCATION | f _c (PSI) | BAR SIZE (1) | | | | | | | |
|--|----------------------|--------------|----|----|----|----|----|----|--|
| | | #3 | #4 | #5 | #6 | #7 | #8 | #9 | |
| REBAR WITH A MIN 2" CLR COVER: FOUNDATION, SLAB-ON-GRADE, BEAMS, COLUMNS AND WALLS (2) | 2,500 | 19 | 25 | 31 | 37 | 54 | 61 | 76 | |
| | 3,000 | 17 | 23 | 28 | 34 | 49 | 56 | 69 | |
| | 4,000 | 15 | 20 | 25 | 29 | 43 | 49 | 60 | |
| | 4,500 | 14 | 19 | 23 | 28 | 40 | 46 | 56 | |
- NOTES:

(1) LENGTHS ARE IN INCHES

(2) BAR SPACING SHALL BE GREATER THAN 4 INCHES PLUS ONE BAR DIAMETER.

(3) BAR SPACING SHALL BE GREATER THAN 1.50 INCHES PLUS ONE BAR DIAMETER.
6.

REINFORCING DETAILING, BENDING AND PLACING SHALL BE IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE'S MANUAL OF STANDARD PRACTICE, LATEST EDITION AND A.C.I. 315.
- INDICATES A BAR WITH A BEND TURNED TOWARDS THE OBSERVER
- INDICATES A BAR WITH A BEND TURNED AWAY FROM THE OBSERVER
- =====

INDICATES A LAPPED SPLICE IN THE SAME PLANE, NOT A BEND IN THE BAR
7.

ALL REINFORCING STEEL, WELDED WIRE FABRIC, ANCHOR BOLTS, DOWELS AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO AND WHILE PLACING CONCRETE OR GROUT.
8.

UNLESS OTHERWISE NOTED OR SHOWN, SPACER TIES SHALL BE #3 TIES AT 72 IN. IN ALL BEAMS AND REINFORCED FOOTINGS.

FOUNDATION

1.

IN THE EVENT THAT THE FOUNDATION EXCAVATIONS ARE CARRIED TO A DEPTH GREATER THAN THAT REQUIRED, THE ADDITIONAL DEPTH SHALL BE FILLED WITH THE SAME CONCRETE AS THAT USED FOR THAT FOOTING AT NO ADDITIONAL EXPENSE TO THE OWNER. NO UNCONTROLLED FILL WILL BE PERMITTED.
2.

ALL EXCAVATIONS ADJACENT TO AND BELOW FOOTING ELEVATION FOR OTHER TRADES SHALL BE ACCOMPLISHED PRIOR TO POURING ANY FOOTINGS.
3.

CONTRACTOR SHALL BE RESPONSIBLE FOR LATERALLY SUPPORTING ALL RETAINING TYPE FOUNDATION WALLS WHILE COMPACTING BEHIND WALLS AND UNTIL ALL SUPPORTING MEMBERS HAVE BEEN PLACED (SUCH AS FLOOR SLABS). ALL OPEN EXCAVATIONS AND TRENCHES SHALL BE SUPPORTED AND BARRICADED BY CONTRACTOR TO CONFORM WITH OSHA SAFETY STANDARDS.
4.

THE FOOTING EXCAVATIONS SHALL BE KEPT FREE FROM LOOSE MATERIAL AND NO FOOTINGS SHALL BE PLACED IN WATER OR ON FROZEN GROUND.
5.

ALL REINFORCEMENT SHALL BE SECURELY TIED IN PLACE PRIOR TO POURING CONCRETE.
6.

UNLESS NOTED OTHERWISE BY THE SOILS REPORT, ALL REQUIRED BACKFILL AND ALL UTILITY TRENCHES SHALL BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DENSITY OBTAINABLE BY THE A.S.T.M. DESIGNATION D-1557 (LATEST EDITION) METHOD OF COMPACTION. REMOVE ANY NATIVE SOIL AGGREGATE GREATER THAN EQUAL TO 3" BEFORE COMPACTION.
7.

A COMPACTION REPORT MUST BE SUBMITTED TO AND APPROVED BY THE GOVERNING JURISDICTION PRIOR TO PLACEMENT OF ANY CONCRETE ON FILL.

STRUCTURAL SHOP DRAWINGS

1.

THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR THE ITEMS CHECKED BELOW.
2.

ALL SHOP DRAWINGS SUBMITTED TO THE ENGINEER FOR REVIEW SHALL BE STAMPED AND SIGNED BY THE CONTRACTOR INDICATING THAT HE HAS FOUND THEM TO BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THAT PROPER PROVISION HAS BEEN MADE TO ACCOMMODATE ALL ABUTTING WORK. FABRICATION SHALL NOT BEGIN UNTIL THE CONTRACTOR HAS RECEIVED SHOP DRAWINGS THAT HAVE BEEN REVIEWED, STAMPED AND SIGNED BY THE ENGINEER.
3.

THE ENGINEER WILL REVIEW THE SHOP DRAWING SUBMITTALS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND CONTRACT DOCUMENTS.
4.

THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS, SELECTING FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION, COORDINATING HIS WORK AND THAT OF OTHER TRADES AND PERFORMING HIS WORK IN A SAFE AND SATISFACTORY MANNER.
5.

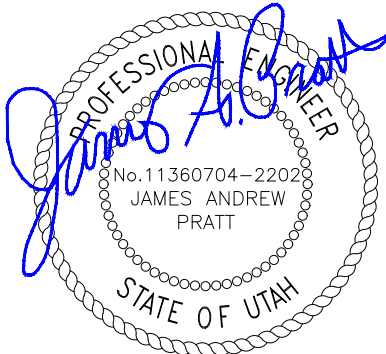
UPON RECEIPT, THE ENGINEER WILL REVIEW THE SUBMITTALS WITH REASONABLE PROMPTNESS. THE CONTRACTOR SHALL NOT ASSUME A TURNAROUND TIME BASED ON A DATE OF RECEIPT BY THE ENGINEER OF LESS THAN 10 WORKING DAYS.
6.

SHOP DRAWING SUBMITTALS SHALL INCLUDE THREE SETS OF PRINTS.
7.

STRUCTURAL SHOP DRAWING SUBMITTALS REQUIRED:
- [] STEEL JOIST AND GIRDER
- [] PREFABRICATED TRUSSES OR JOISTS
- [] GLU-LAMINATED TIMBER
- [X] STRUCTURAL STEEL
- [] MISCELLANEOUS STEEL (WHERE PARTS ARE SHOP WELDED)
- [] FIRE SPRINKLER SYSTEM (WITH WEIGHTS)
- [] STOREFRONT SYSTEMS/SKYLITES
- [X] ANCHOR BOLT LAYOUTS
- [X] REINFORCING STEEL PLACEMENT DRAWINGS
- [X] CONCRETE MIX

ABBREVIATIONS

A.B.	ANCHOR BOLT	MECHL	MECHANICAL
ADDL	ADDITIONAL	MFR	MANUFACTURER
A.S.T.M.	AMERICAN SOCIETY FOR TESTING AND MATERIALS	MIN	MINIMUM
A.W.F.	AMERICAN WELDING SOCIETY	N.S.	NEAR SIDE
BLDG	BUILDING	NM WT	NORMAL WEIGHT
BM	BEAM	NOM	NOMINAL
BOT	BOTTOM	N.T.S.	NOT TO SCALE
BRG	BEARING	OD	OUTSIDE DIAMETER
BTWN	BETWEEN	O.C.	ON CENTER
C.I.P.	CAST-IN-PLACE	O.P.H.	OPPOSITE HAND
CL(ℓ)	CENTER LINE	OPNG	OPENING
C.J.	CONSTRUCTION JOINT	P/C	PRECAST CONCRETE
CLR	CLEAR(ANCE)	PL ℓ	PLATE
COL	COLUMN	PLF	POUNDS PER LINEAL FOOT
CONC	CONCRETE	PSF	POUNDS PER SQUARE FOOT
CONN	CONNECTION	PSI	POUNDS PER SQUARE INCH
CONT	CONTINUOUS	PVC	POLYVINYL CHLORIDE PIPE
CNTR	CENTER(ED)	REF	REFERENCE
CNTRSNG	COUNTERSINK	REINF	REINFORCED/REINFORCING
CS	CHANNEL SIZE	REQ'D	REQUIRED
DBL	DOUBLE	SCH	SCHEDULE
DIAG	DIAGONAL	SECT	SECTION
DIA / Ø	DIAMETER	SHT	SHEET
D.L.	DEAD LOAD	SIM	SIMILAR
DN	DOWN	SQ	SQUARE
DWG	DRAWING	SSTL	STAINLESS STEEL
DWL	DOWEL	STAGG	STAGGERED
EA	EACH	STD	STANDARD
E.F.	EACH FACE	STIFF	STIFFENER
E.F.O.	EXTERIOR FACE OF	STL	STEEL
EL(ELEV)	ELEVATION	STRUCT	STRUCTURAL
ELECT	ELECTRICAL	SYMM	SYMMETRICAL
EQ	EQUAL	TC	TOP OF CURB
EQUIP	EQUIPMENT	T&B	TOP AND BOTTOM
E.S.	EACH SIDE	THK	THICK
E.W.	EACH WAY	THKND	THICKENED
EXIST(E)	EXISTING	THRD	THREADED
EXP	EXPANSION	THRU	THROUGH
EXT	EXTERIOR	T.O.	TOP OF
FDN	FOUNDATION	TYP	TYPICAL
F.F.	FINISH FLOOR	U.N.O.	UNLESS NOTED OTHERWISE
FG	FINISHED GRADE	VERT(V)	VERTICAL
FRMG	FRAMING	W/	WITH
F.S.	FAR SIDE	W/O	WITHOUT
FT	FEET(FOOT)	WD	WOOD
FTG	FOOTING	WSTP	WATERSTOP
GA	GAUGE	WT	WEIGHT
GALV	GALVANIZED	W.W.F.	WELDED WIRE FABRIC
GRD	GRADE		
HORIZ(H)	HORIZONTAL		
H.A.B.	HIGH STRENGTH BOLT		
HT	HEIGHT		
I.C.C.	INTERNATIONAL CODE COUNCIL		
ID	INSIDE DIAMETER		
I.F.O	INTERIOR FACE OF		
INV	INVERT		
JT	JOINT		
K	KIPS (1,000 LB.)		
LB	POUND		
LL	LIVE LOAD		
LLH	LONG LEG HORIZONTAL		
LLV	LONG LEG VERTICAL		
LT WT	LIGHT WEIGHT		
MAX	MAXIMUM		
MB	MACHINE BOLT		



REV	DATE	BY	DESCRIPTION	
REVISIONS				

SCALE
HORIZONTAL
N/A
VERTICAL
N/A

WARNING

0

1/2

1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE



2162 West Grove Pkwy.
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

AMERICAN FORK RIVER DEBRIS BASIN OUTLET

GENERAL STRUCTURAL NOTES

DESIGNED	DATE	PROJECT NO.
JAP	09/03/21	UT-2775-2011
DRAWN	DATE	SHEET NO.
JAP	09/03/21	02 OF 10
CHECKED	DATE	DRAWING NO.
BTB	09/03/21	S0.1

1. PROVIDE SPECIAL INSPECTIONS IN ACCORDANCE WITH THE APPROPRIATE SECTIONS OF CHAPTER 17 OF THE BUILDING CODE FOR THE ITEMS SHOWN IN THE TABLE BELOW ALONG WITH ANY ADDITIONAL INSPECTIONS AS REQUIRED BY THE OWNER, BUILDING OFFICIAL, ENGINEER OR ARCHITECT AS THEY SEE FIT.

2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM THE SPECIAL INSPECTOR OR INSPECTION AGENCY AT LEAST ONE WORKING DAY PRIOR TO PERFORMING ANY WORK THAT REQUIRES SPECIAL INSPECTION. ALL WORK PERFORMED WITHOUT REQUIRED SPECIAL INSPECTION IS SUBJECT TO REMOVAL.

3. WHERE SPECIAL INSPECTION IS REQUIRED, IT MUST BE PERFORMED BY A CERTIFIED SPECIAL INSPECTOR EMPLOYED BY THE OWNER & APPROVED BY THE BUILDING OFFICIAL. THE SPECIAL INSPECTOR SHALL DEMONSTRATE COMPETENCE FOR THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION TO THE BUILDING OFFICIAL AND STRUCTURAL ENGINEER, PER SECTION 1704.2.1 OF THE BUILDING CODE. THE SPECIAL INSPECTORS MUST BE CERTIFIED BY THE GOVERNING JURISDICTION TO PERFORM THE TYPES OF INSPECTIONS SPECIFIED.

PROVIDE SPECIAL INSPECTION REPORTS TO THE STRUCTURAL
ENGINEER
WITHIN 7 DAYS FROM THE DAY OF INSPECTION.

4. THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPROVED DESIGN DRAWINGS AND SPECIFICATIONS. THE SPECIAL INSPECTOR SHALL FURNISH COPIES OF INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO HORROCKS ENGINEERS FOR REVIEW WITHIN SEVEN (7) DAYS OF THE WORK. EACH REPORT SHALL BE SIGNED BY A LICENSED ENGINEER OR ARCHITECT. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. THEN UNCORRECTED, THE OFFICE OF BUILDING AND PLANNING ENGINEERING, HORROCKS ENGINEERING SHALL BE NOTIFIED IMMEDIATELY OF ANY TEST WHICH INDICATES NON-COMPLIANCE WITH APPLICABLE CODES OR REQUIREMENTS OF THESE PLANS, PER SECTION 1704.2.4 OF THE BUILDING CODE.

5. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTORS KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE, TO THE BUILDING OFFICIAL AND TO R2H ENGINEERING, INC, PER SECTION 1704.2.4 OF THE BUILDING CODE.

6. AN APPLICATION OF OFF-SITE FABRICATION MUST BE SUBMITTED TO THE BUILDING OFFICIAL FOR APPROVAL PRIOR TO FABRICATION.

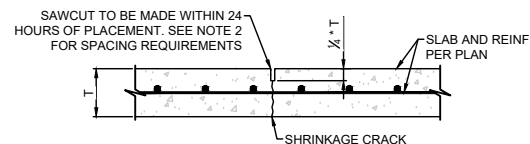
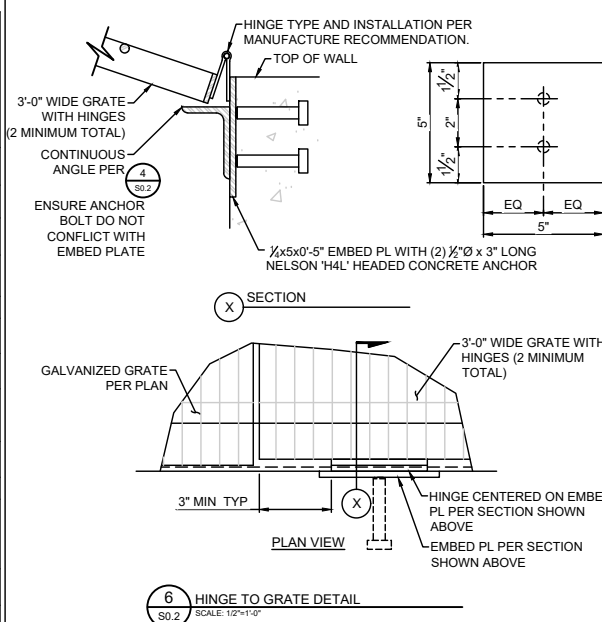
7. A CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION MUST BE COMPLETED AND SUBMITTED TO THE BUILDING OFFICIAL FOR APPROVAL PRIOR TO ERECTION OF PREFABRICATED COMPONENTS. SPECIAL INSPECTION REQUIRED PER SECTION 1704.2.5 OF THE BUILDING CODE.

8. SPECIAL INSPECTION OF SHOP FABRICATION AND SHOP WELDING IS NOT REQUIRED FOR CERTIFIED FABRICATOR AS REQUIRED BY THE STRUCTURAL STEEL SECTION OF THE GENERAL STRUCTURAL NOTES.

9. THE CONSTRUCTION INSPECTIONS LISTED ARE IN ADDITION TO THE CALLED INSPECTIONS REQUIRED BY SECTION 110 OF THE BUILDING CODE. SPECIAL INSPECTION IS NOT A SUBSTITUTE FOR INSPECTION BY A CITY INSPECTOR. SPECIALLY INSPECTED WORK WHICH IS INSTALLED OR COVERED WITHOUT APPROVAL OF THE CITY INSPECTOR IS SUBJECT TO REMOVAL OR EXPOSURE.

10. SPECIAL INSPECTION (INSP) AND MATERIAL TESTING (TEST) MATRIX TO THE RIGHT.

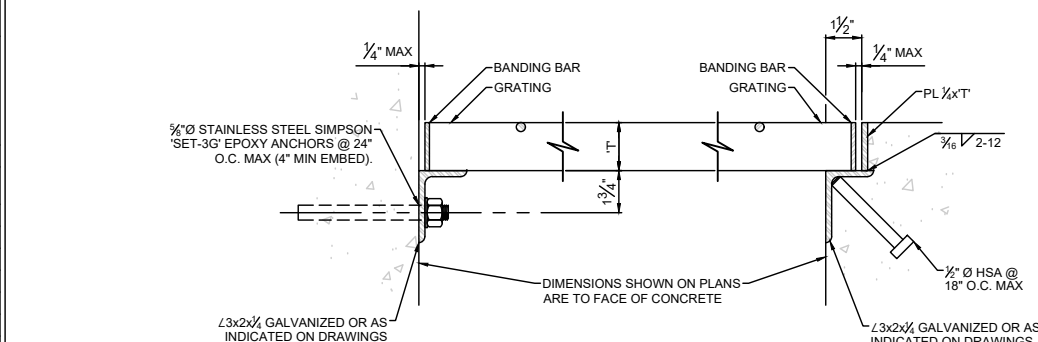
SPECIAL INSPECTOR:		FREQUENCY		SPECIAL INSPECTOR APPROVED (INITIAL & DATE)
PHONE NUMBER:		CONT.	PER.	
MATERIAL	TASK			
CAST-IN-PLACE AND SITE PRE-CAST CONCRETE	INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT	-	INSP	
	REINFORCING BAR WELDING:			
	-VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706;	-	INSP	
	-INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 3/16"		INSP	
	-INSPECT ALL OTHER WELDS.	TEST		
	INSPECT ANCHORS CAST IN CONCRETE	-	INSP	
	INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS:			
	-ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.	INSP		
	-MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED ABOVE.		INSP	
	VERIFY USE OF REQUIRED DESIGN MIX.	-	INSP	
	PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS OR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	INSP	-	
	INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	INSP	-	
	VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	-	INSP	
	INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	-	INSP	
POST INSTALLED ANCHORS IN CONCRETE OR MASONRY	VERIFY MATERIALS AND INSTALLATION OF EPOXY, DRILLED, AND/OR EXPANSION ANCHORS PER THE APPROPRIATE ICC REPORTS	INSP	-	
STRUCTURAL STEEL	PRIOR WELDING			
	VERIFY WELDING PROCEDURES (WPS) AND CONSUMABLE CERTIFICATES	INSP	-	
	MATERIAL IDENTIFICATION	-	INSP	
	WELDER IDENTIFICATION	-	INSP	
	FIT-UP GROOVE WELDS	-	INSP	
	ACCESS HOLES	-	INSP	
	FIT-UP OF FILLET WELDS	-	INSP	
	DURING WELDING:			
	USE OF QUALIFIED WELDERS	-	INSP	
	CONTROL & HANDLING OF WELDING CONSUMABLES	-	INSP	
	CRACKED TACK WELDS	-	INSP	
	ENVIRONMENTAL CONDITIONS	-	INSP	
	WPS FOLLOWED	-	INSP	
	WELDING TECHNIQUES	-	INSP	
	WELDS CLEANED	-	INSP	
	SIZE, LENGTH, AND LOCATION OF WELDS	INSP	-	
	WELDS MEET VISUAL ACCEPTANCE CRITERIA	INSP	-	
	ARC STRIKES	INSP	-	
	K-AREA	INSP	-	
	REPAIR ACTIVITIES	INSP	-	
	PRIOR TO BOLTING:			
	CERTIFICATIONS OF FASTENERS	INSP	-	
	FASTENERS MARKED	-	INSP	
	PROPER FASTENER FOR JOINT	-	INSP	
	PROPER BOLTING PROCEDURE	-	INSP	
	CONNECTING ELEMENTS	-	INSP	
	PRE-INSTALLATION VERIFICATION TESTING	-	INSP	
	PROPER STORAGE	-	INSP	
	DURING BOLTING:			
	FASTENER ASSEMBLIES	-	INSP	
	FASTENER COMPONENT	-	INSP	
	AFTER BOLTING:			
DOCUMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS	INSP	-		
OTHER STEEL INSPECTIONS:				
STRUCTURAL STEEL DETAILS	-	INSP		
ANCHOR RODS & OTHER EMBODIMENTS SUPPORTING STRUCTURAL STEEL	-	INSP		



NOTES:

1. SAWCUT SPACING SHALL NOT BE LARGER THAN 18' FOR 6" THICK SLAB AND 36' FOR 12" THICK SLAB. SAWCUTS SHALL BE CONTINUOUS ACROSS INTERSECTING JOINTS, NOT STAGGERED OR OFFSET.

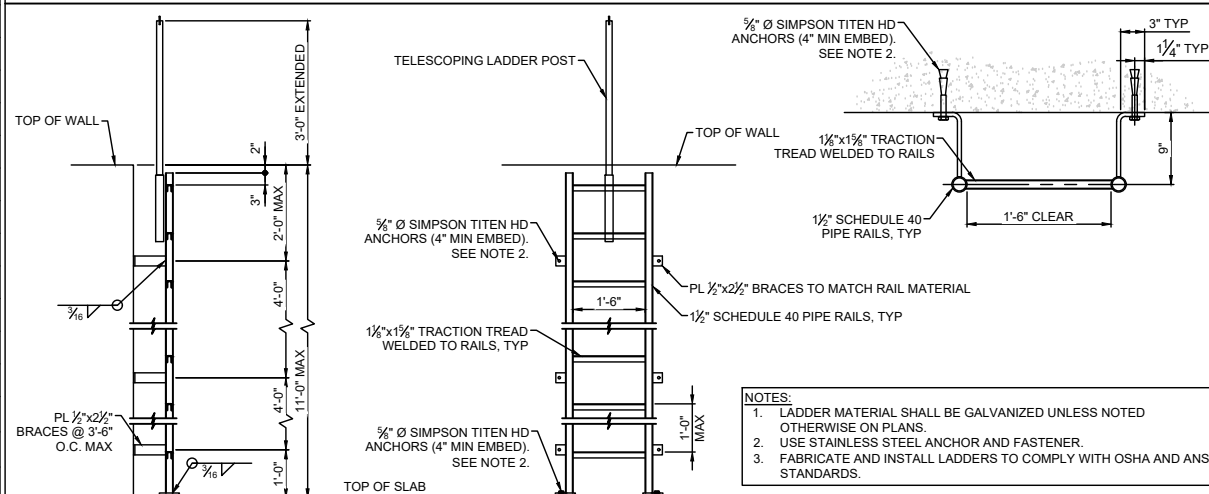
3 CONCRETE SLAB JOINTS, U.N.O.
SCALE: 1/2"=1'-0"



NOTES:

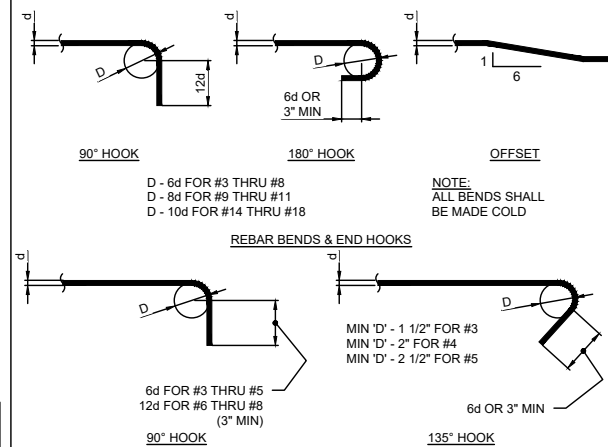
1. GRATING DEPTH "T" AS NOTED ON DRAWINGS.
2. ALL EDGES AND OPENINGS ARE TO BE Banded.
3. WEIGHT OF INDIVIDUAL GRATING SECTION SHALL NOT EXCEED 80 LBS.
4. METAL BEARING BARS ARE TO BE DEPTH "T"x $\frac{3}{4}$ " @ 1 $\frac{1}{2}$ " O.C. CROSS BARS ARE TO BE @ 4" O.C. U.N.O..
5. PROVIDED A MINIMUM OF 4 CLIPS PER GRATING PANEL AND LOCATED APPROXIMATELY 4" AWAY FROM PANEL CORNERS. MAXIMUM SPACING OF CLIPS IS 3'-0" O.C.
6. MATERIALS:
GALVANIZED STEEL GRATING: USE GALVANIZED STEEL SUPPORTS, BOLTS AND CLIPS. HOT-DIP GALVANIZE AFTER FABRICATION.
STAINLESS STEEL GRATING: USE 316 STAINLESS STEEL ANGLE SUPPORTS, BOLTS AND CLIPS.

4 METAL GRATING DETAIL
SCALE: 1-1/2"=1'-0"

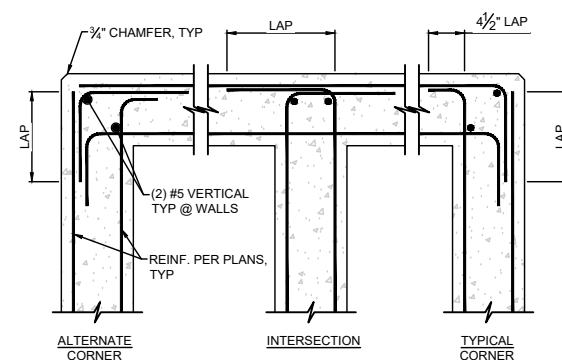


NOTES: 1. LADDER MATERIAL SHALL BE GALVANIZED UNLESS NOTED OTHERWISE ON PLANS. 2. USE STAINLESS STEEL ANCHOR AND FASTENER. 3. FABRICATE AND INSTALL LADDERS TO COMPLY WITH OSHA STANDARDS.
--

5 STEEL LADDER
S0 2 SCALE: 1/4"=1'-0"

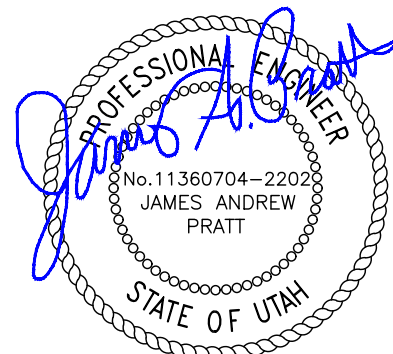


1 TIE AND STIRRUPS END HOOKS
SCALE: 1/2"=1'-0"



NOTES:
1. FOR CONCRETE LAP LENGTHS SEE TABLE IN REINF STEEL NOTES ON SHEET S0.1

2 REINF @ INTERSECTIONS OF WALLS & FOOTINGS
SCALE: 1/2"=1'-0"



REV	DATE	BY	DESCRIPTION	
REVISIONS				

	SCALE
HORIZONTAL	SEE DETAILS
VERTICAL	SEE DETAILS

WARNING

0 1/2 1



IF THIS BAR DOES NOT
MEASURE 1" THEN
DRAWING IS NOT TO SCALE

HORROCKS
ENGINEERS

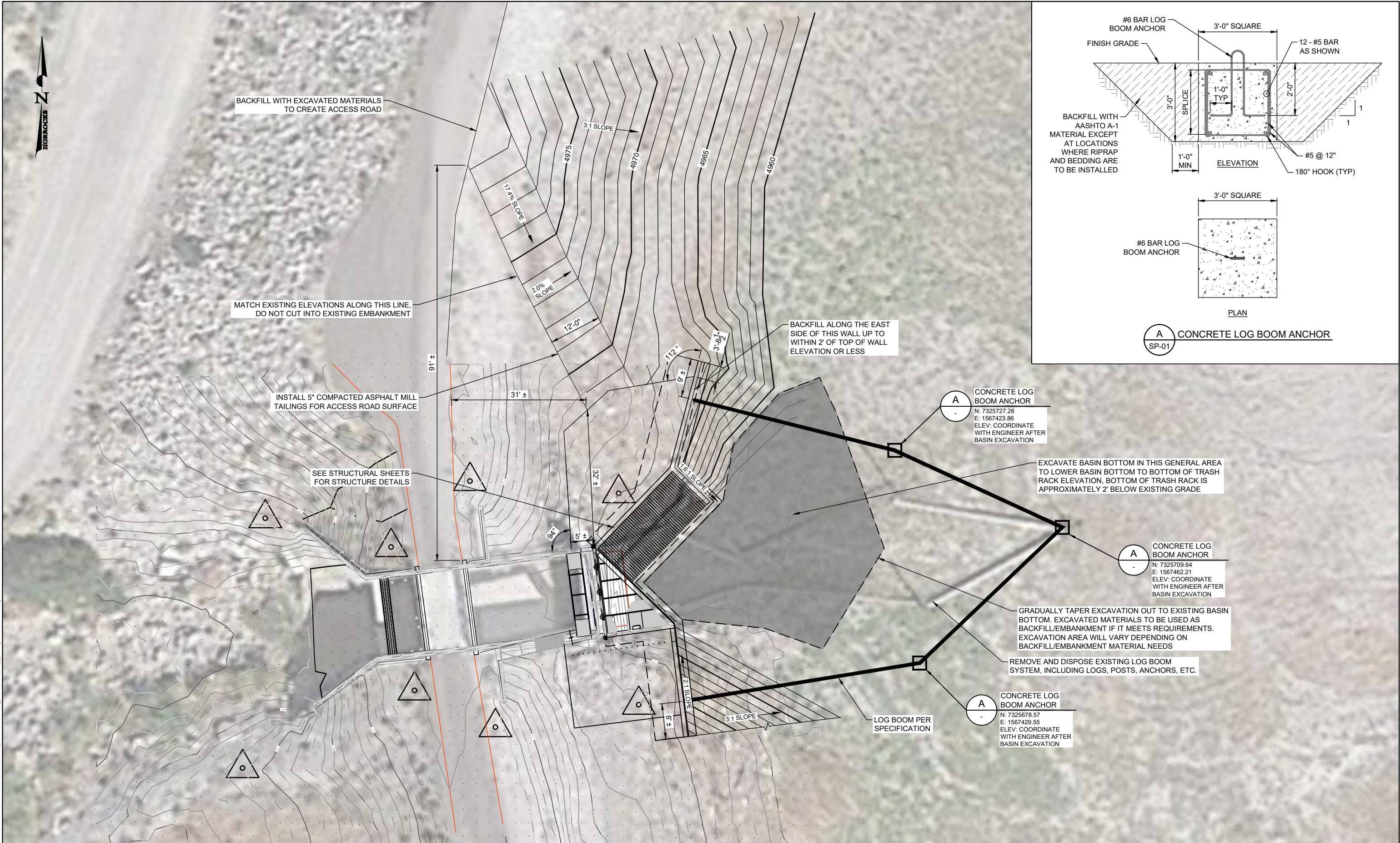
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(801) 763-5100

AMERICAN FORK RIVER DEBRIS BASIN OUTLET

GENERAL STRUCTURAL NOTES & DETAILS

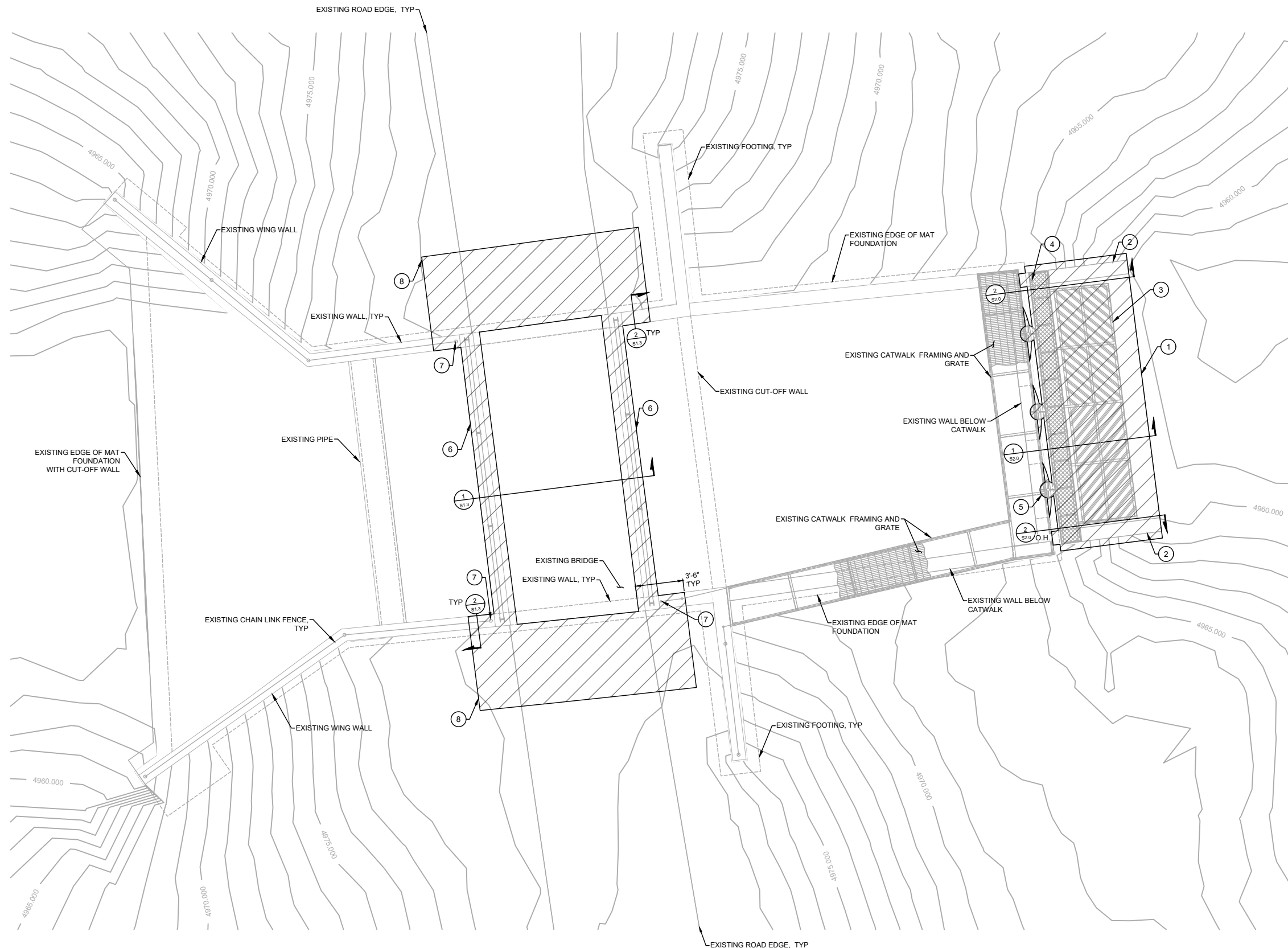
DESIGNED	DATE	PROJECT NO.
JAP	09/03/21	UT-2775-2011
DRAWN	DATE	SHEET NO.
JAP	09/03/21	03 OF 10
CHECKED	DATE	DRAWING NO.
BTB	09/03/21	S0.2

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				SCALE		WARNING 01/21 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	HORROCKS ENGINEERS	2162 West Grove Parkway Suite 400 Pleasant Grove, UT 84062 (801) 763-5100	AMERICAN FORK RIVER DEBRIS BASIN OUTLET		DESIGNED		DATE		PROJECT NO.	
				HORIZONTAL					BJW		12/2021		UT-2775-2011			
				1" = 20'					DRAWN		DATE		SHEET NO.			
				VERTICAL					LAJ		12/2021		11 OF 11			
REVDATEBYDESCRIPTION				NONE					CHECKED		DATE		DRAWING NO.			
REVISIONS									JES		12/2021		SP3.0			

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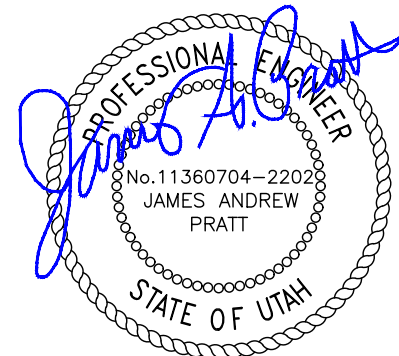


- GENERAL DEMOLITION NOTES:**
REMOVE AND PROPERLY DISPOSE THE FOLLOWING ACCORDING TO CITY STANDARDS WITHIN DEMOLITION AREA:
1. EXISTING CONCRETE MAT FOUNDATION.
 2. EXISTING CONCRETE WALLS.
 3. EXISTING STEEL TRASH RACK
 4. EXISTING STEEL CATWALK
 5. VALVES AND ITS APPURTENANCES
 6. PORTION OF EXISTING CONCRETE SLAB AND STEEL RAILING. CHIP AWAY CONCRETE AROUND EXITING TOP AND BOTTOM TRANSVERSE REINFORCEMENT. DO NOT CUT REINFORCEMENT. SEE DETAIL 1 ON SHEET S1.3
 7. PORTION OF EXISTING FENCE
 8. REMOVE EXISTING SOILS 10" DEEP FOR APPROACH SLAB. DO NOT OVER EXCAVATE.

CAUTION TO CONTRACTOR
ANY EXISTING, STRUCTURAL COMPONENT NOT MENTIONED ON THE PLANS WHICH REQUIRES DEMOLITION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE REMOVING THE COMPONENT.

- NOTES:**
1. CONTOURS SHOWN ON PLAN ARE EXISTING.

HATCH LEGEND	
	DEMOLITION AREA



EXISTING SITE AND DEMOLITION PLAN
SCALE: $\frac{1}{8}'' = 1'-0''$

REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE	
HORIZONTAL	SEE PLAN
VERTICAL	SEE PLAN

WARNING

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE



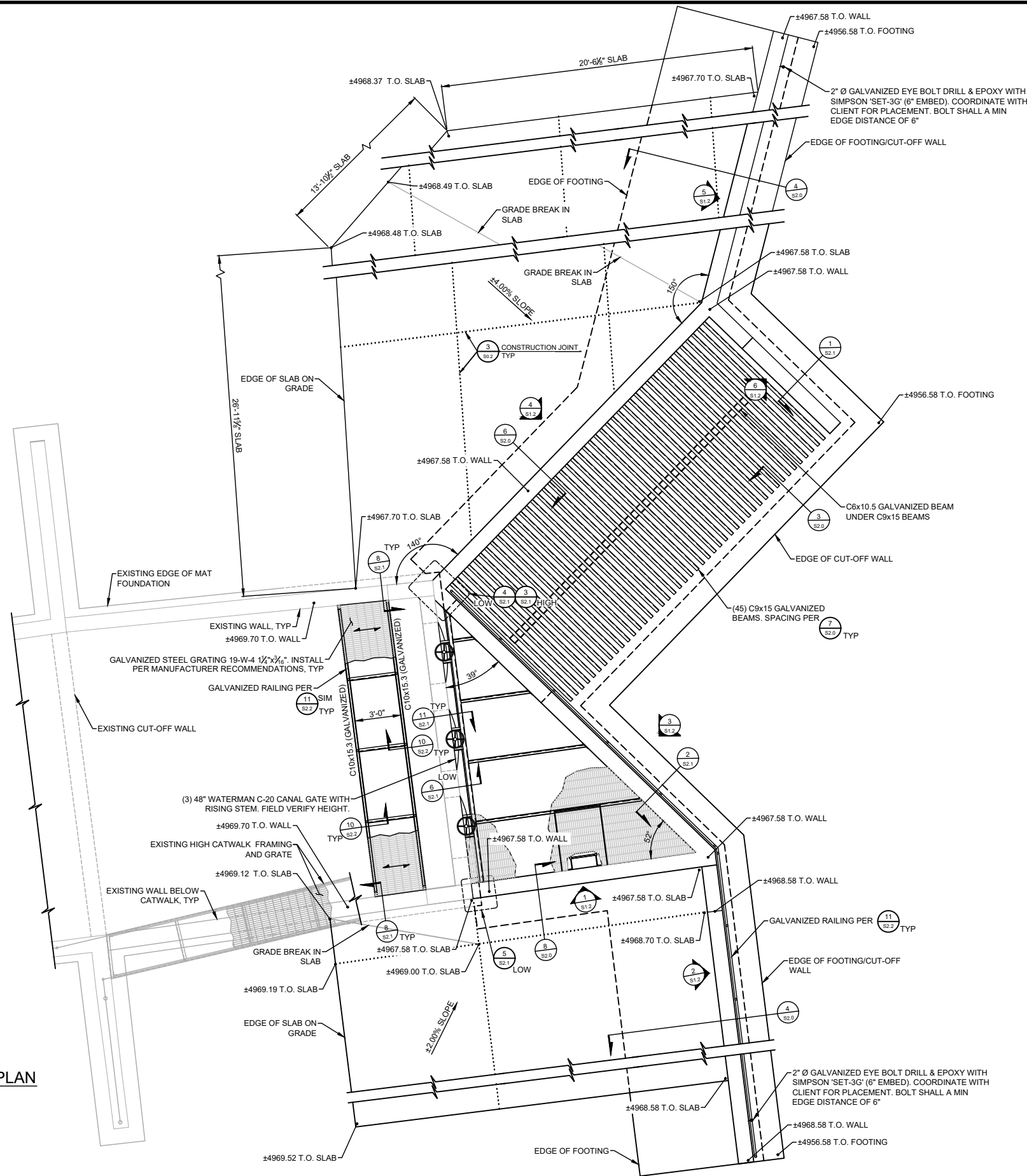
2162 West Grove Pkwy.
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

AMERICAN FORK RIVER DEBRIS BASIN OUTLET
EXISTING SITE AND DEMOLITION PLAN

DESIGNED	DATE	PROJECT NO.
JAP	09/03/21	UT-2775-2011
DRAWN	DATE	SHEET NO.
JAP	09/03/21	04 OF 10
CHECKED	DATE	DRAWING NO.
BTB	09/03/21	S1.0

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FOUNDATION PLAN
SCALE: 1/8" = 1'-0"



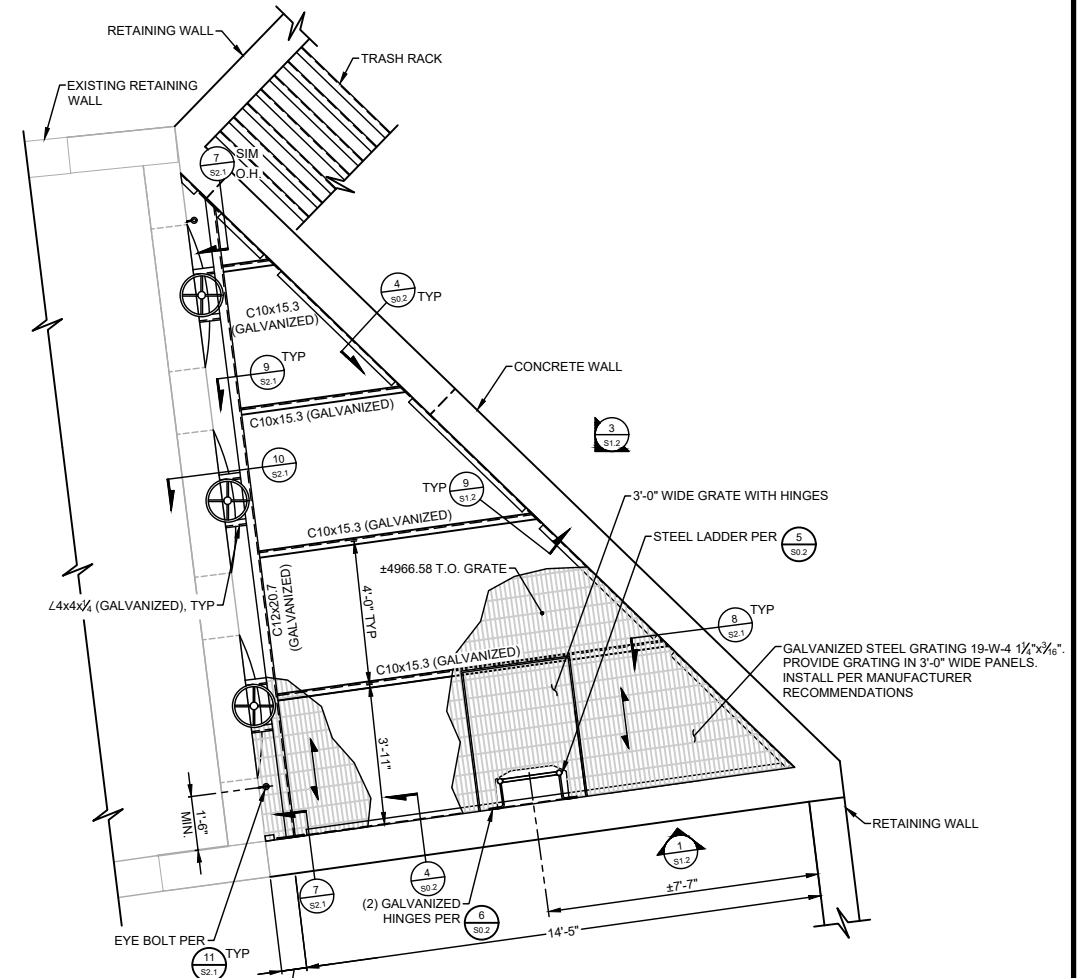
CAUTION TO CONTRACTOR
ANY EXISTING, STRUCTURAL COMPONENT NOT MENTIONED IN PLANS WHICH REQUIRES DEMOLITION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE REMOVING THE COMPONENT.

LEGEND:

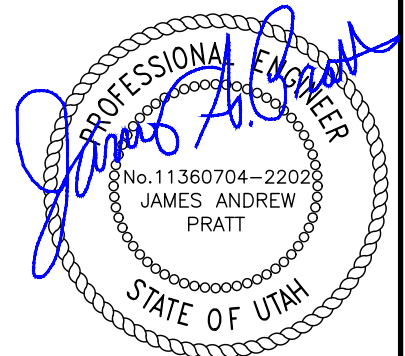
→ SPAN DIRECTION OF GRATE

NOTES:

1. SEE SITE PLAN FOR GRADING AND GRADING DETAILS.
2. SIZE SOUTH SLAB ON GRADE SUCH THAT IT MEET EXISTING GRADE AT SLOPED EMBANKMENT, ELEVATIONS WHERE SLAB MEETS GRADE WILL VARY.



GRATING PLAN
SCALE: 3/16" = 1'-0"



REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE
HORIZONTAL SEE PLAN
VERTICAL SEE PLAN

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS

ENGINEERS

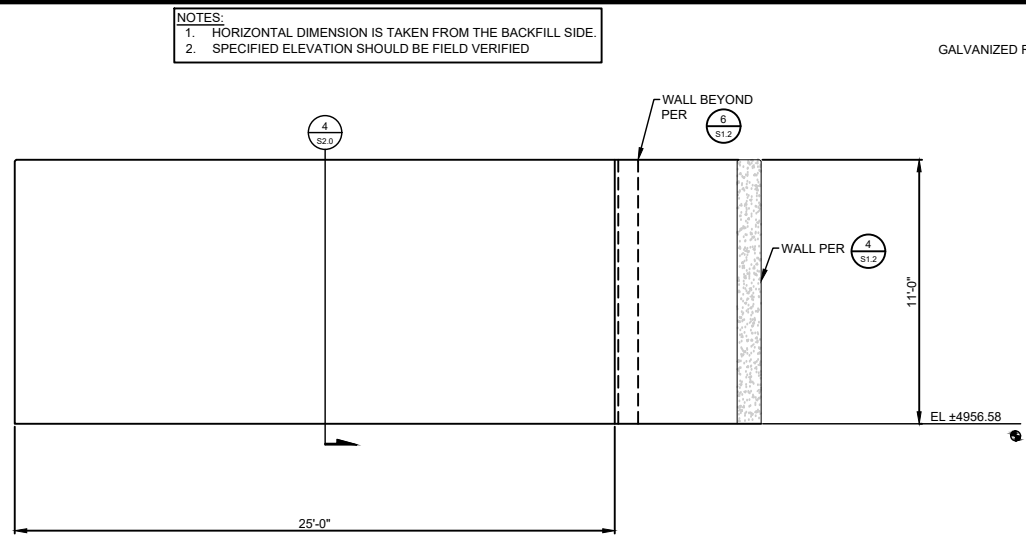
2162 West Grove Pkwy.
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

AMERICAN FORK RIVER DEBRIS BASIN OUTLET

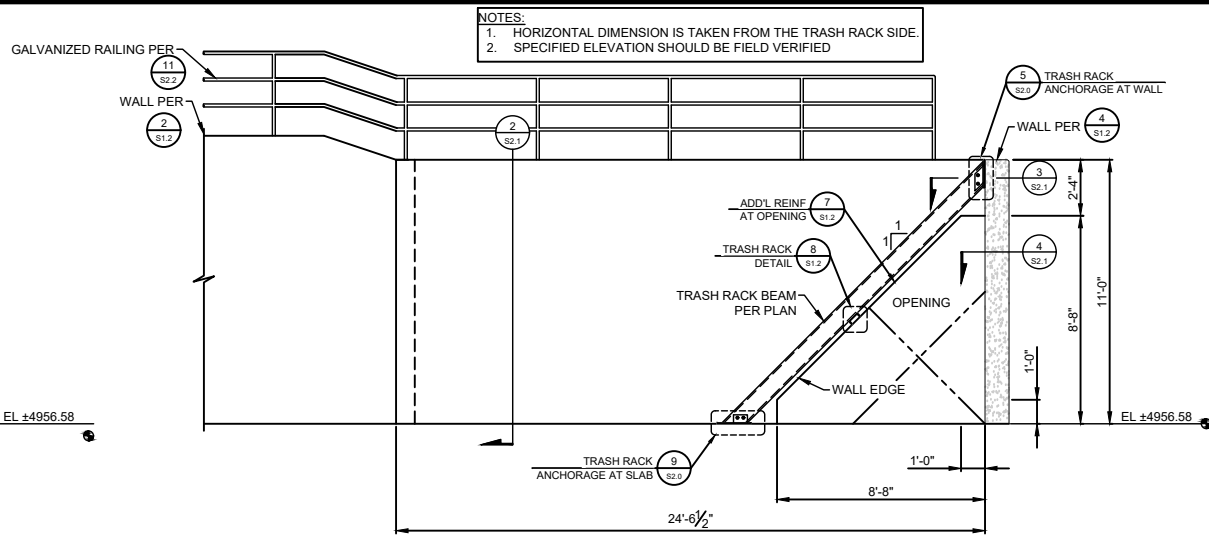
FOUNDATION PLAN

DESIGNED	DATE	PROJECT NO.
JAP	09/03/21	UT-2775-2011
DRAWN	DATE	SHEET NO.
JAP	09/03/21	05 OF 10
CHECKED	DATE	DRAWING NO.
BTB	09/03/21	S1.1

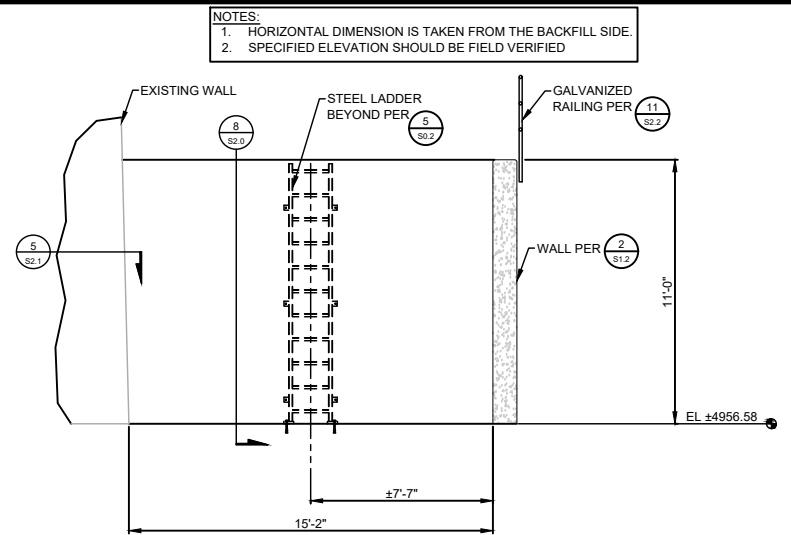
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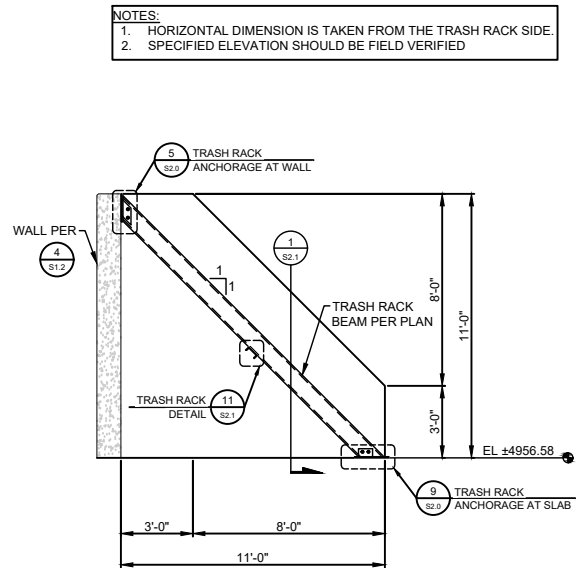
5 WALL ELEVATION
S1.2 SCALE: 1/8"=1'-0"



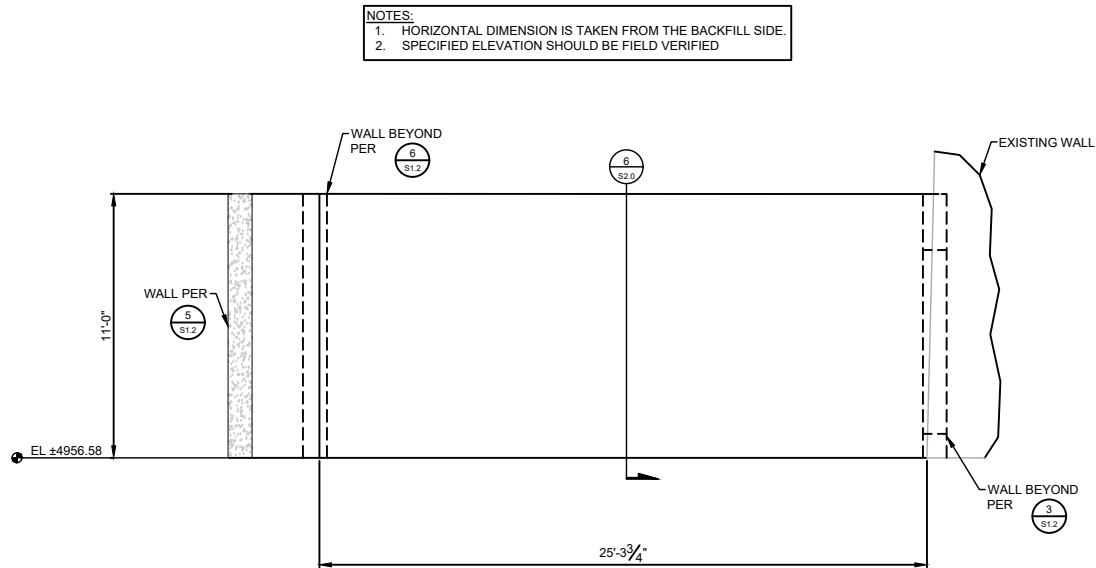
3 WALL ELEVATION
S1.2 SCALE: 1/8"=1'-0"



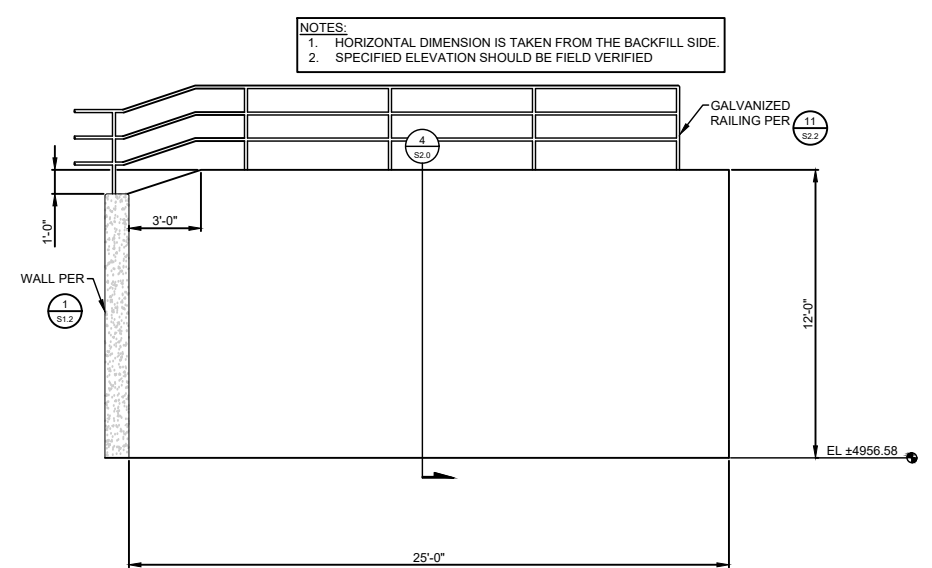
1 WALL ELEVATION
S1.2 SCALE: 1/8"=1'-0"



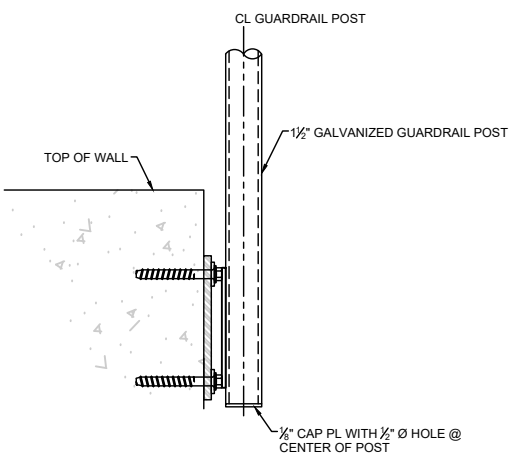
6 WALL ELEVATION
S1.2 SCALE: 1/8"=1'-0"



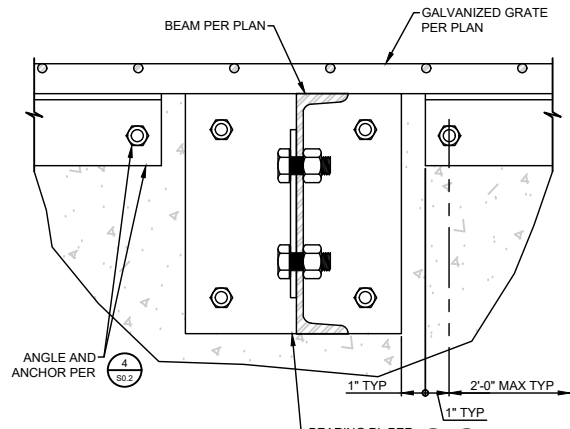
4 WALL ELEVATION
S1.2 SCALE: 1/8"=1'-0"



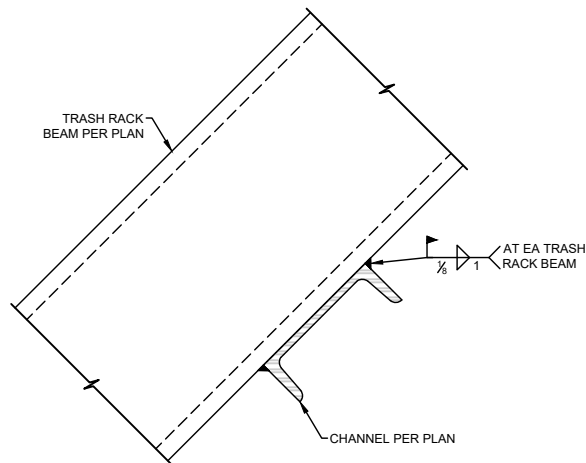
2 WALL ELEVATION
S1.2 SCALE: 1/8"=1'-0"



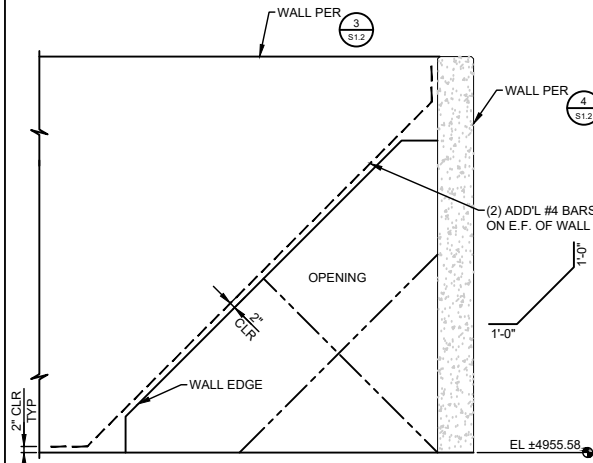
10 GUARDRAIL TO CONCRETE CONNECTION
S1.2 SCALE: 1 1/2"=1'-0"



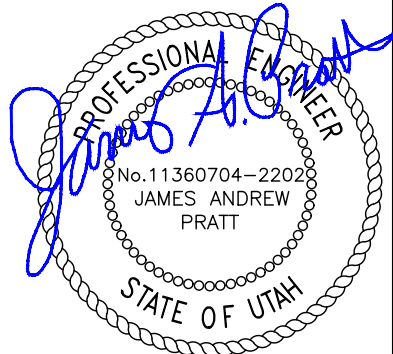
9 DETAIL
S1.2 SCALE: 1 1/2"=1'-0"



8 TRASH RACK DETAIL
S1.2 SCALE: 1 1/2"=1'-0"



7 ADD'L REINF. AT OPENING
S1.2 SCALE: 3/16"=1'-0"



REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE
HORIZONTAL SEE PLAN
VERTICAL SEE PLAN

WARNING
0 1/2 1
IF THIS BAR DOES NOT
MEASURE 1" THEN
DRAWING IS NOT TO SCALE

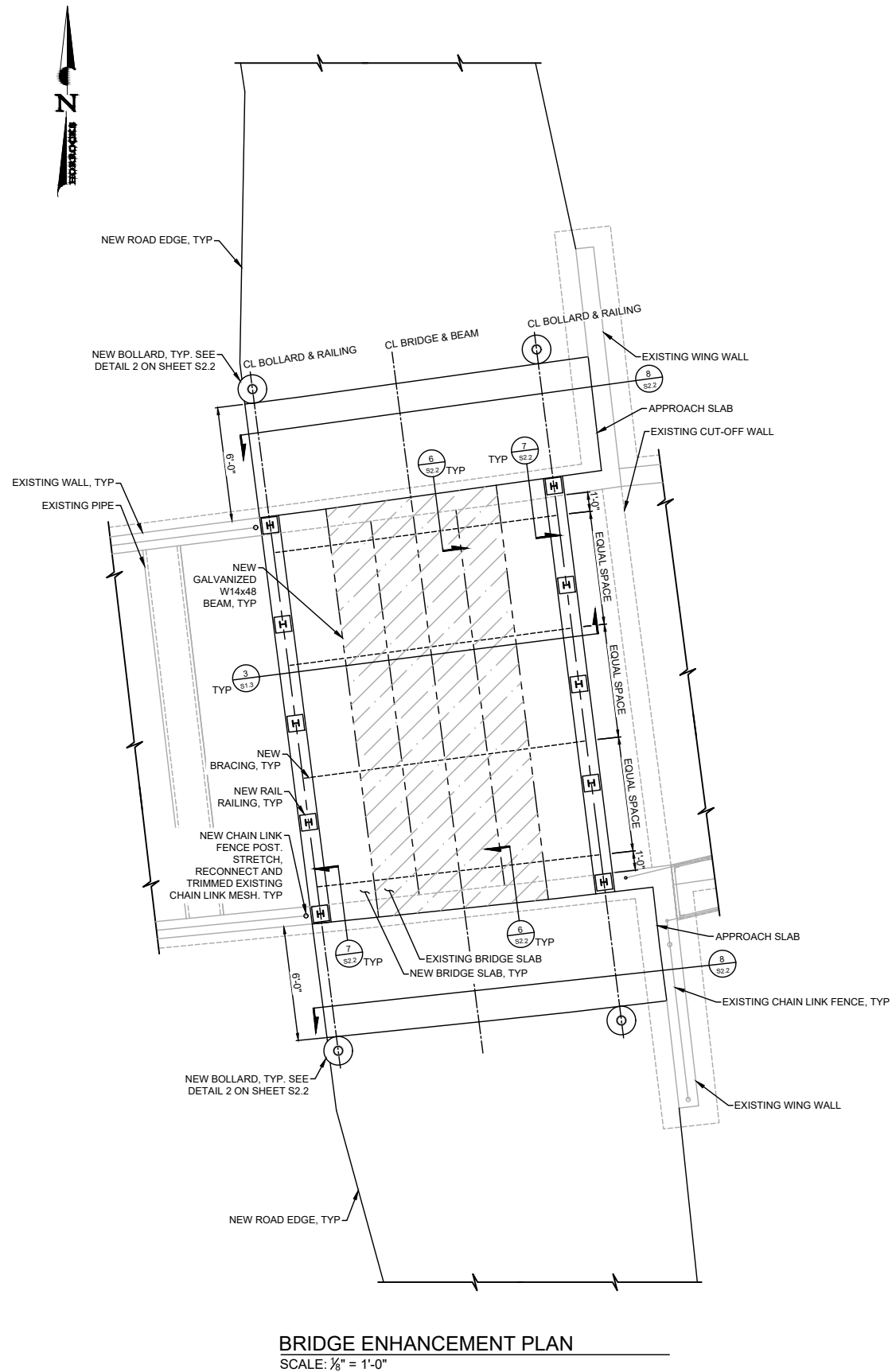
HORROCKS
ENGINEERS

2162 West Grove Pkwy.
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

AMERICAN FORK RIVER DEBRIS BASIN OUTLET
WALL ELEVATIONS & DETAILS

DESIGNED	DATE	PROJECT NO.
JAP	09/03/21	UT-2775-2011
DRAWN	DATE	SHEET NO.
JAP	09/03/21	06 OF 10
CHECKED	DATE	DRAWING NO.
BTB	09/03/21	S1.2

Q:\2020\UT-2775-2011 AF River Debris Basin Outlet Mod\Project Data\Sheet_Files\Structures\UT-2775-2011_S1.3.dwg - S1.3 - 1/20/2022 08:10am, stelfie flores



BRIDGE ENHANCEMENT PLAN
SCALE: 3/8" = 1'-0"

CAUTION TO CONTRACTOR

NOTIFY THE ENGINEER OF ANY EXISTING SITE CONDITIONS THAT ARE DIFFERENT FROM WHAT IS SHOWN ON THE PLAN AND DETAILS.

REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE
HORIZONTAL SEE PLAN
VERTICAL SEE PLAN

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORROCKS

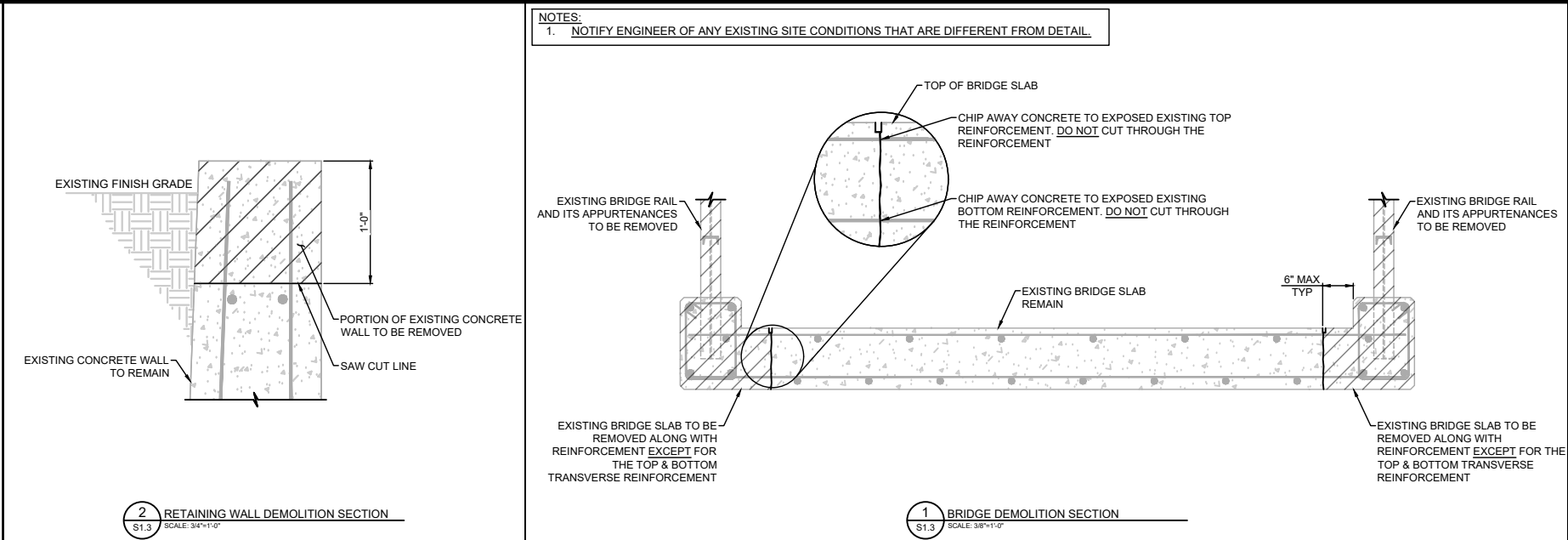
ENGINEERS

2162 West Grove Pkwy.
Suite 400
Pleasant Grove, UT 84062
(801) 763-5100

AMERICAN FORK RIVER DEBRIS BASIN OUTLET

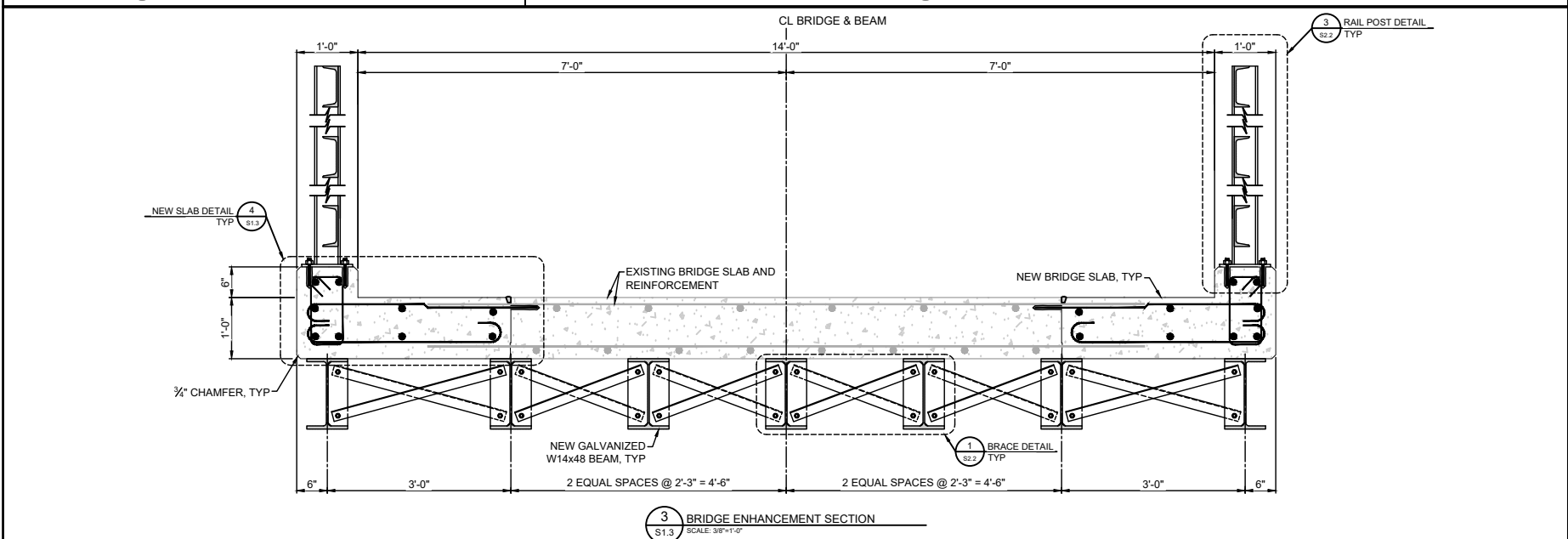
BRIDGE ENHANCEMENT PLAN & DETAILS

DESIGNED	DATE	PROJECT NO.
JAP	09/03/21	UT-2775-2011
DRAWN	DATE	SHEET NO.
JAP	09/03/21	07 OF 10
CHECKED	DATE	DRAWING NO.
BTB	09/03/21	S1.3



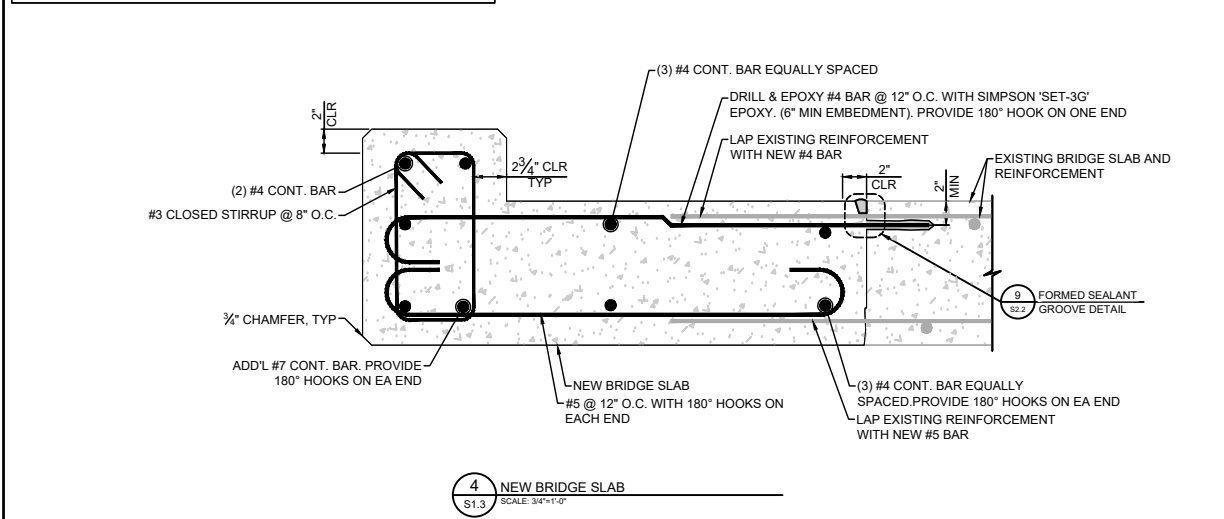
2 RETAINING WALL DEMOLITION SECTION
SCALE: 3/4"=1'-0"

1 BRIDGE DEMOLITION SECTION
SCALE: 3/8"=1'-0"



3 BRIDGE ENHANCEMENT SECTION
SCALE: 3/8"=1'-0"

NOTES:
1. RAIL POST AND WIDE FLANGE BEAM NOT SHOWN FOR CLARITY.



4 NEW BRIDGE SLAB
SCALE: 3/4"=1'-0"

PROFESSIONAL ENGINEER

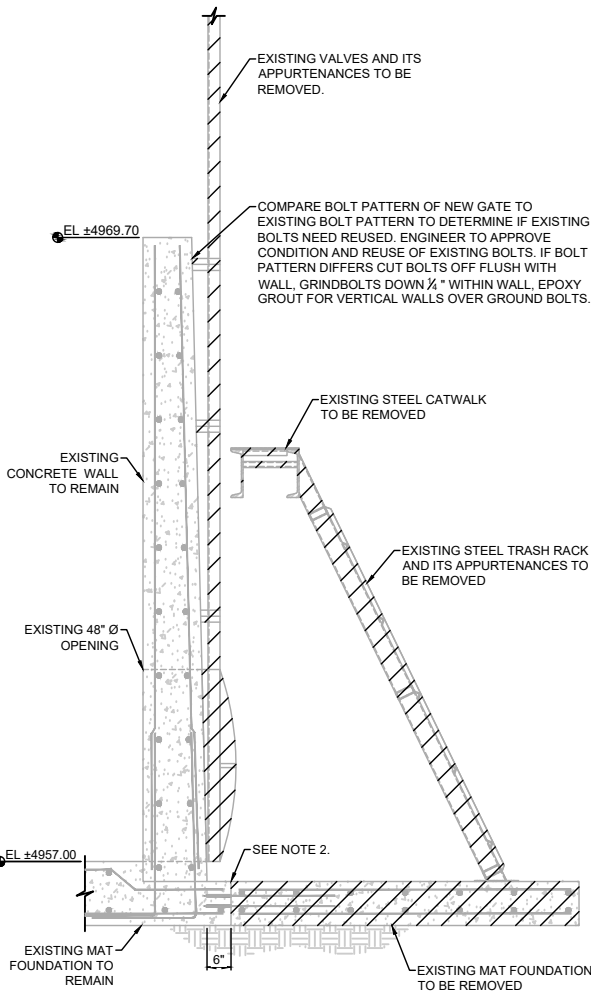
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JAMES ANDREW PRATT

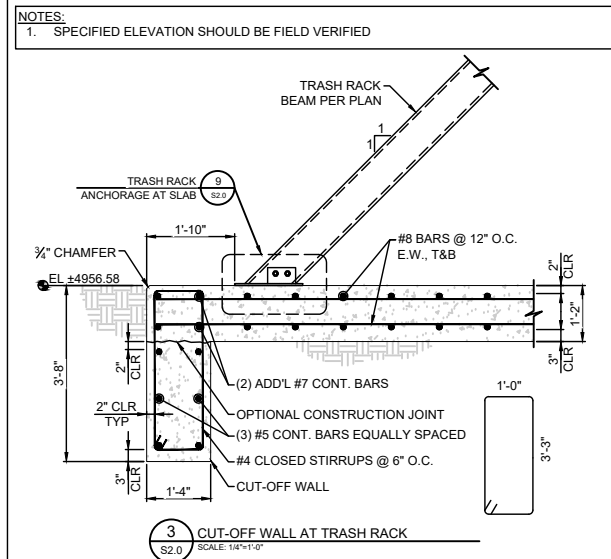
STATE OF UTAH

NOTES:

1. NOTIFY ENGINEER OF ANY EXISTING SITE CONDITIONS THAT ARE DIFFERENT FROM DETAIL.
2. ASSUMED CONSTRUCTION JOINT. IF CONSTRUCTION JOINT DOESN'T EXIST, SAW CUT MAT FOUNDATION 6" AWAY FROM WALL (AS SHOWN IN DETAIL). APPROVAL FROM ENGINEER IS REQUIRED IF THE 6" DISTANCE NEEDS TO BE AMENDED.

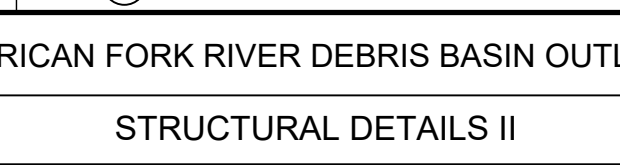
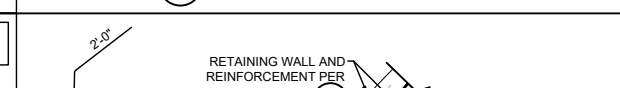
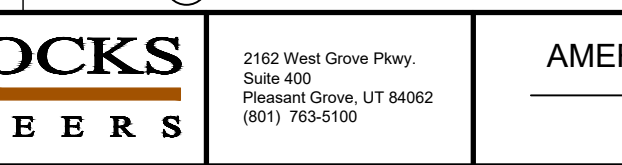
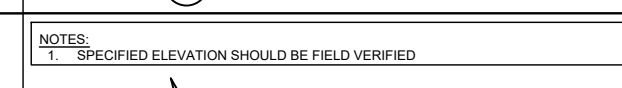
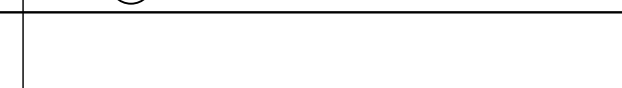
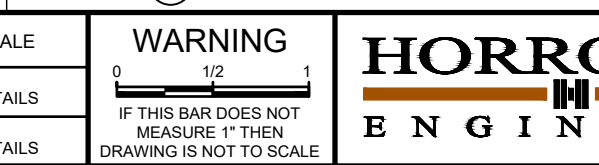
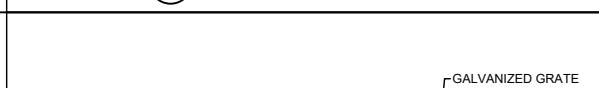
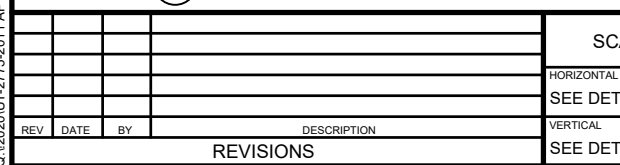


1 DEMOLITION SECTION
S2.0 SCALE: 1/4"=1'-0"

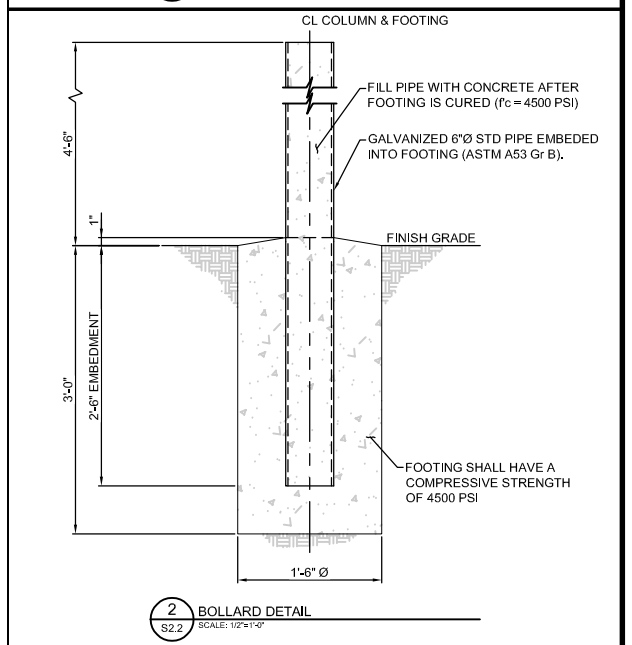
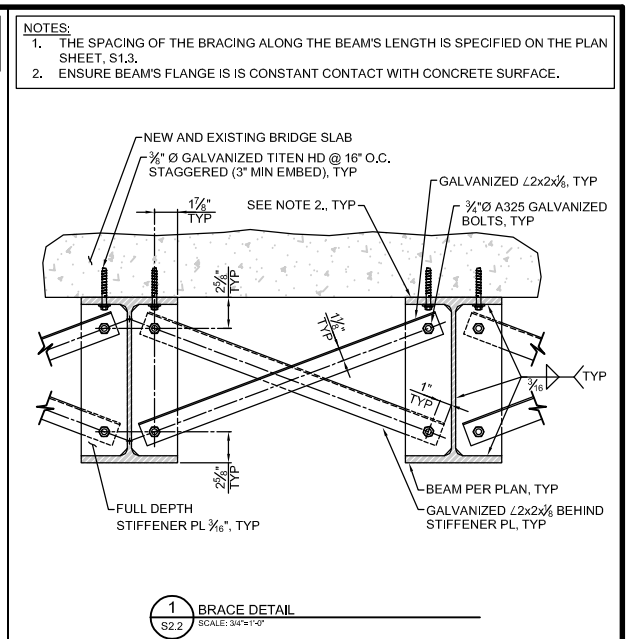
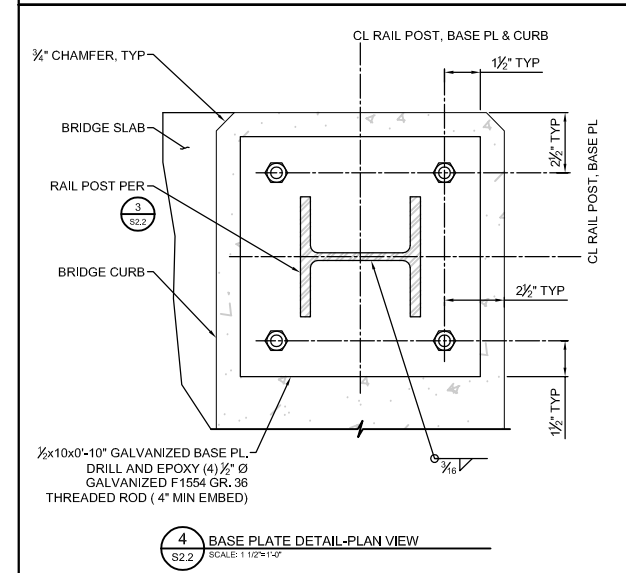
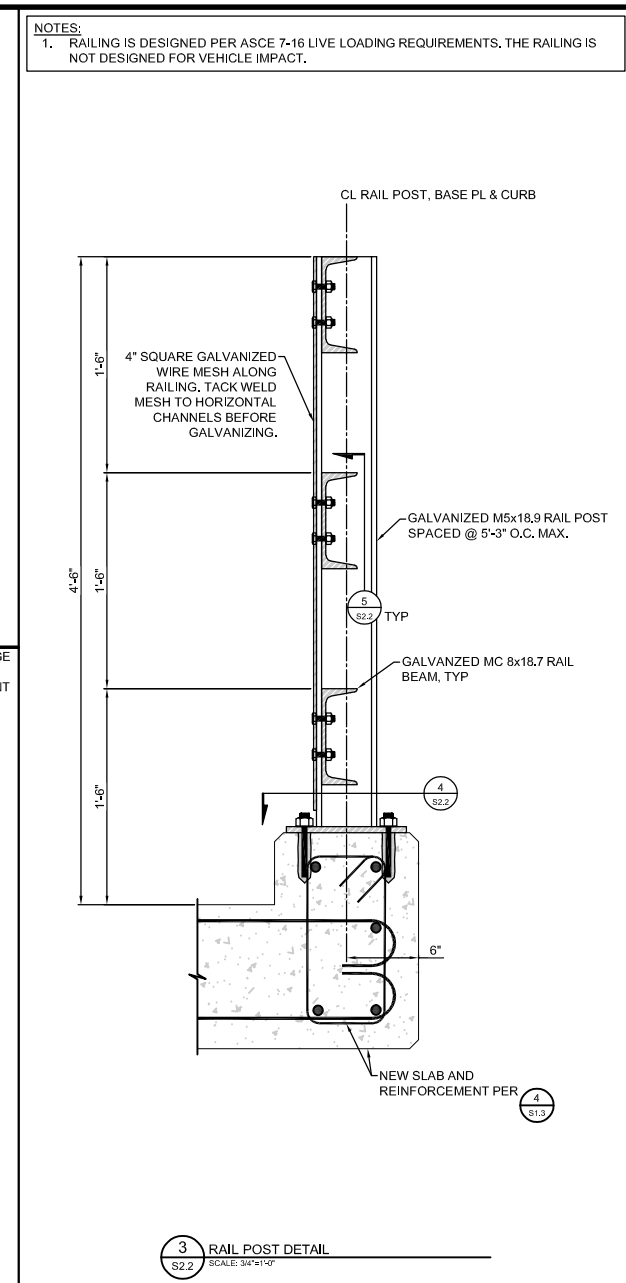
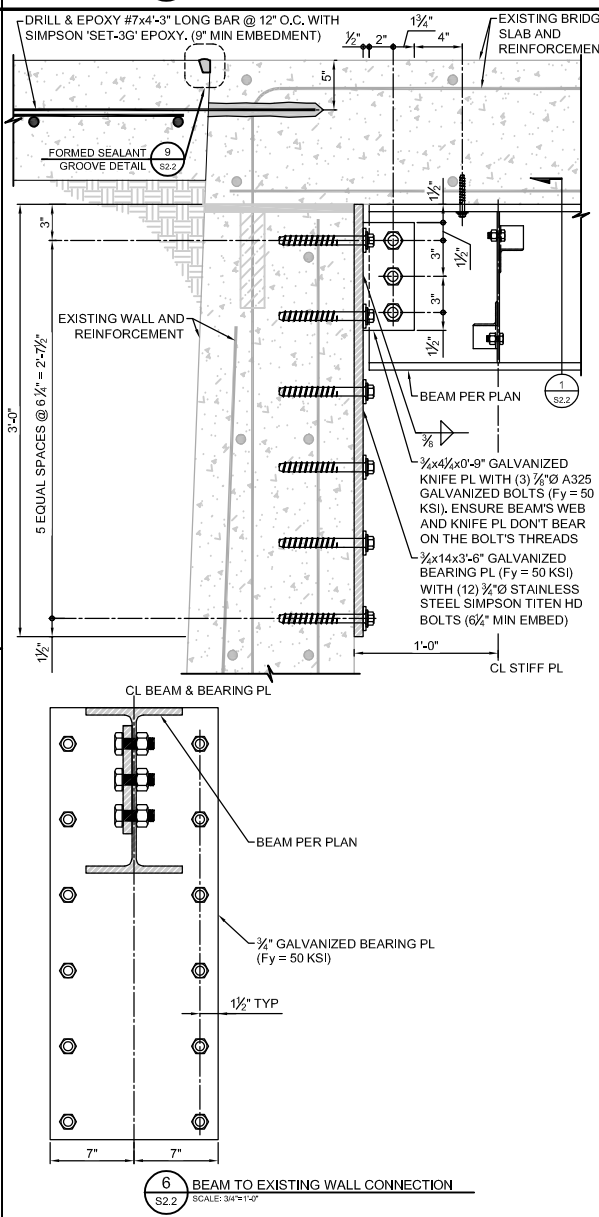
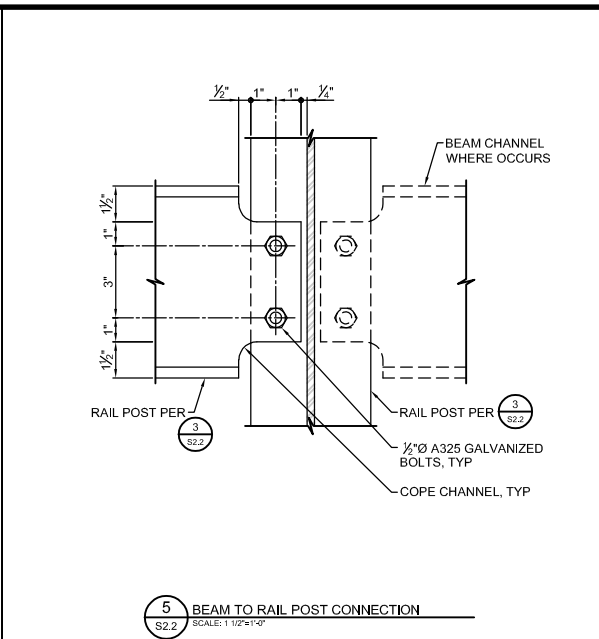
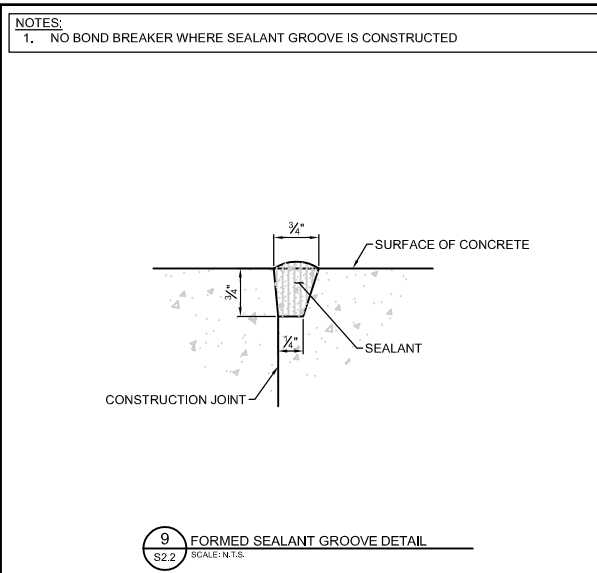
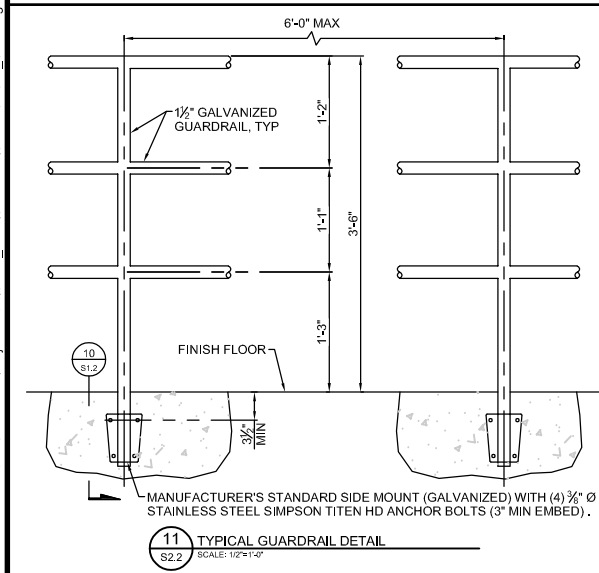
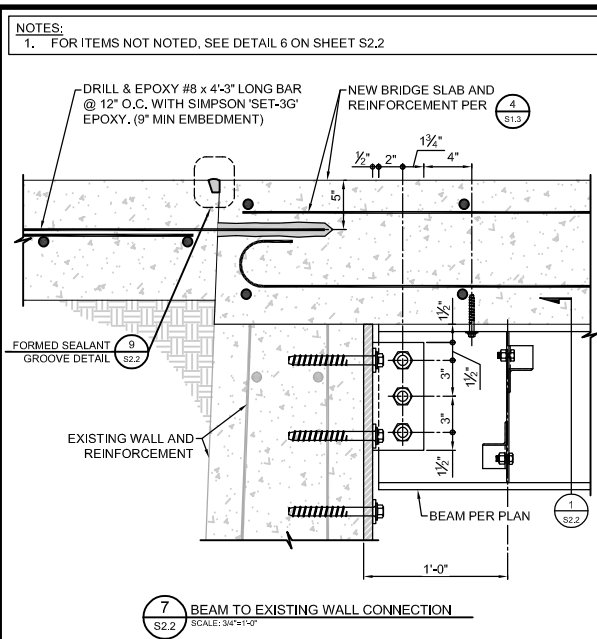


3 CUT-OFF WALL AT TRASH RACK
S2.0 SCALE: 1/4"=1'-0"

	DESIGNED	DATE	PROJECT NO.
	JAP	09/03/21	UT-2775-2011
	DRAWN	DATE	SHEET NO.
	JAP	09/03/21	08 OF 10
	CHECKED	DATE	DRAWING NO.
	BTB	09/03/21	S2.0



DESIGNED JAP	DATE 09/03/21	PROJECT NO. UT-2775-2011
DRAWN JAP	DATE 09/03/21	SHEET NO. 09 OF 10
CHECKED BTB	DATE 09/03/21	DRAWING NO. S2.1



	DESIGNED	DATE	PROJECT NO.
	JAP	09/03/21	UT-2775-2011
	DRAWN	DATE	SHEET NO.
	JAP	09/03/21	10 OF 10
	CHECKED	DATE	DRAWING NO.
	BTB	09/03/21	S2.2

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT entered into on the dates indicated by the signatures below, between the Cities of American Fork, Cedar Hills, and Highland, Utah Municipal Corporations of the State of Utah, hereinafter referred to as the "Parties".

WHEREAS, the Parties wish to utilize the American Fork Canyon Debris Basin "Basin" in order to accommodate the development of a pressurized irrigation system in American Fork, to expand its use as a flood control structure, and to implement the best methods to protect, preserve and aid in replenishing the ground water in Northern Utah County; and

WHEREAS, the Parties have appointed representatives consisting of the Public Works Directors from each City to act as members of the American Fork River Debris Basin Administrative Board hereinafter referred to as the "Administrative Board"; and

WHEREAS, the Parties have entered into an agreement to purchase the Basin from Utah County and jointly hold an undivided interest in said Basin and preserve it from private development; and

WHEREAS, the Parties have authority to enter into such agreements pursuant to Title 11-13-202, and Title 10-1-202, Utah Code Annotated, as amended.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

SPECIFIC PROVISIONS

1. **PURPOSES OF THIS AGREEMENT.** The Parties hereby agree that they have jointly sought to obtain from Utah County, ownership of the Basin based on a fair market value purchase in the amount of \$310,000. The Parties agree that the cost of the purchase of the Basin shall be borne evenly between the Parties.
2. **USE OF BASIN.** Once the Basin is purchased, the primary use shall be as a flood control facility. The Parties anticipate and agree that the Parties shall not be restricted in their individual pursuit to utilize the Basin for other uses, provided that any such pursuit does not conflict with the original, primary purpose of the Basin as a flood control facility. If a Party wishes to use the Basin for any purpose other than as a flood control facility, that Party shall, at its own cost and expense, prepare any and all applications and submit the same to the appropriate regulatory body for any proposed use or activity not currently authorized within the Basin. No use shall interfere with the primary use of the Basin as a flood control facility. Each Party shall indemnify the other Parties from any maintenance, damage or liability that might arise from use of the basin for its intended purpose or any other purpose approved by the Administrative Board.
3. **MANAGEMENT OF FACILITIES.** The Parties agree to jointly manage the Basin as a flood control facility and evenly split all expenses related to that function. The Administrative Board will take the lead in such maintenance activities and direct, perform or have performed all necessary maintenance in a timely manner. The Parties agree to adopt an annual budget to cover foreseeable joint flood control expenses. The

Administrative Board is free to take any necessary immediate emergency actions not anticipated in the annual budget, and shall report said actions and expenditures to the Parties. If a use of the Basin for other than flood control is approved for any Party, that Party that sought the use shall bear all expenses and liability directly associated with of said alternative use.

4. TERM. This Agreement shall take effect upon its execution by the Parties whose names appear first above and shall continue for a period of 50 years or until terminated by unanimous consent of the Parties to it.
5. NO NEW ENTITY CREATED. It is not the intent of the Parties that this Agreement creates any new entity. It is an agreement for joint action only.
6. DISPOSAL OF PROPERTY ON TERMINATION OF AGREEMENT. Upon termination of this Agreement, for any reason, the Basin shall remain in joint, undivided ownership, between the Parties, and each Party shall pay one third the cost of the maintenance of the Basin as a flood control facility.
7. AMENDMENT. This Agreement may not be amended, except by written agreement of all the Parties hereto.
8. ADMINISTRATIVE BOARD. This Agreement shall be administered to the extent necessary by the Administrative Board consisting of the Public Works Director from each of the cities appointed by the governing body thereof and each member having one (1) vote.
9. FINANCIAL AFFAIRS. The Administrative Board shall be responsible for the management of the financial affairs of this Agreement and submit an annual budget for approval of the Administrative Board by March 15th each year. Each Party will remit funds to the operating account, on or about July 15th of each year, for one third of the approved amount budgeted for the maintenance of the Basin as a flood control facility. The Administrative Board shall report quarterly to American Fork City, Highland City and Cedar Hills City on the expenditures for the flood control facilities. The Parties may examine the books and records relating to the maintenance of the Basin at any reasonable time, upon request.
10. COMMENCEMENT AND EFFECTIVE DATE. This Agreement shall take effect on the date that the agreement is approved by all Parties.
11. LIABILITY AND INDEMNIFICATION. The Parties shall defend, indemnify, save harmless, and exempt each other, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorney's fees incident to any use, willful or negligent acts or omissions by each Party, its officers, agents, or employees arising out of the implementation of the provisions of this Agreement.

SIGNED AND DATED THIS 27 DAY OF January, 2014

ATTEST:

K.M. All

American Fork City Recorder

[Signature]
Mayor, American Fork City



SIGNED AND DATED THIS 15th DAY OF October, 2013.

ATTEST:

[Signature]

Highland City Recorder

[Signature]
Mayor, Highland City



SIGNED AND DATED THIS 20th DAY OF December, 2013.

ATTEST:

[Signature]

City of Cedar Hills Recorder

[Signature]
Mayor, City of Cedar Hills



**MINUTES
HIGHLAND CITY COUNCIL MEETING**

Tuesday, October 15, 2013

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

PRESENT: Mayor Lynn V. Ritchie, Conducting
Councilmember Brian Braithwaite
Councilmember Tom Butler
Councilmember Tim Irwin
Councilmember Scott Smith
Councilmember Jessie Schoenfeld

STAFF PRESENT: Aaron Palmer, City Administrator
Matthew Shipp, Public Work Director/ City Engineer
JoD'Ann Bates, Executive Secretary/ Recorder
Nathan Crane, Community Development Director
Tim Merrill, City Attorney
Shannon Garlick, Secretary

OTHERS:

The meeting was called to order by Mayor Lynn V. Ritchie as a regular session at 7:02 p.m. 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 Tim Irwin and those assembled were led in the Pledge of Allegiance by Cooper Braithwaite, a scout.

APPEARANCES:

Randy Clouse, resident of the Coventry subdivision in Highland, expressed appreciation to the Council on their quick resolve of the red curbing issue in Toscana. He stated everything looks very nice now and gave the Council a treat as a token of appreciation.

Heidi Cordner, resident of Highland, stated there is inadequate wheelchair accessible parking at Freedom Elementary School. She stated they are not in compliance with the American Disability Act. She stated she is a School Committee Councilmember, and she brought the school's attention to the matter. She explained there are supposed to be five handicapped parking spots, and later that year she painted the fifth parking spot. She stated she had the fire marshal come out, and requested to have 20-25 feet of the curb on 6800 N painted yellow with a placard, so it may be patrolled to make sure it is reserved for disability only. She stated the City had a meeting with the school district and questioned what information was given.

Matt Shipp replied he called the school district to see if they were in compliance with ADA requirements. He stated the school district claims they are meeting the ADA requirements and have adequate parking for those needs.

Heidi Cordner stated when there are over one hundred parking stalls; they are required to have five wheelchair accessible parking stalls. She stated the school only had four. She stated she painted the stall and paid for the placard, but the school pulled the sign and, as per the fire marshal, put it in an unsafe location. She stated it leads to a non-automatic door; she explained she offered to paint the fifth stall and move the placard so it could be near the automatic door, with no cost to the school or the City. She stated they need a van accessible spot and the yellow paint on 6800 N would allow people to park where they can drive their wheelchair into the only automatic exterior doors. She stated the reason she is bringing the issue to the Council is because the City owns the curb. She asked the City to help her meet the ADA requirements.

Mayor Ritchie asked Heidi Cordner to leave the material with the Council and they will re-contact the school. He questioned if the school has five handicapped parking stalls.

Heidi Cordner replied they do have five stalls, but they are still not in compliance with ADA requirements. She stated the City sent her a letter stating they “could” not paint that curb, and stated it should read “would” not paint it. She asked the Council to give her permission to have it done with no cost incurred for the City.

Mayor Ritchie stated the issue is not getting the curb painted; it is a matter of which streets get to have it painted. He stated the issue is if they do it on one, do they do it on them all. He stated when it is on the school property, the school will have to provide it. He stated the City will revisit with the school and keep Heidi Cordner involved.

George Ramjoua, Coventry HOA President, thanked the Council and the responsible departments for doing the work on Parkway West. He stated those residents were very thankful and pleasantly surprised it was accomplished so quickly.

CITY COUNCIL / MAYOR ITEMS:

Tim Irwin questioned if the Council could have a follow up after things are approved. He explained the Council would like to know when things are accomplished, the actions that have been taken, and how they were handled. He stated he would also like to see a monthly report from the Public Safety District. He stated he would like to know the crime rate and how it is going, and have the Council remain in the loop with current City events.

Aaron Palmer stated he has talked to Chief Gwilliam, and he is working on getting the information ready to bring to the Council next month.

Mayor Ritchie stated he believes Gina Peterson would list the action taken on Ordinances and Resolutions on the agenda.

Tim Irwin stated the Council has talked about having the approved Ordinances placed in the agenda packet after they have approved to make sure they are how the Council approved them. He explained he has run across a couple Ordinances that have had some obvious gaps, and he would rather the mistakes be caught right away, instead of a couple of years down the road when residents are attempting to comply with them. He stated it is all electronic now so another page could easily be added.

Mayor Ritchie questioned which Ordinances were wrong.

Tim Irwin replied one that he knows of for sure is the Chicken Ordinance. He stated there was a gap in the amount of footage in one of the zones. He stated the only reason he realized it was because he had asked Gina Peterson for a copy of the Ordinance to give to another City. He stated he read the Ordinance and realized it was not accurate, so they went back to the minutes and fixed the Ordinance.

Mayor Ritchie stated it seems a little redundant, but the City could do that.

Brian Braithwaite questioned who enforces the ADA requirements.

Mayor Ritchie replied the City does not enforce it, but can go and let the school know that they need to be in compliance. He stated they can ensure the ADA enforces it.

Brain Braithwaite clarified if it is on private property, then it is the duty of the owner of the property to make sure it is ADA compliant. He stated if it is a street or City standpoint, then the City would be in charge of making sure it is ADA compliant. He questioned regarding the yellow parking on the street as opposed to the school parking.

Mayor Ritchie replied Heidi Cordner had requested to do on street parking to comply with ADA. He stated the City's perspective is they do not need to have on street parking at that particular location, because the school is supposed to already provide the ADA required parking. He stated the school is claiming they are in compliance, but they will speak to the school to make sure it is.

Heidi Cordner stated the city police enforce the parking if there is an above ground placard.

Brian Braithwaite stated he spoke to Tia Bunker with the Lone Peak PTA regarding the Meet the Candidate Night. He explained there was a miscommunication between Sue Hayes and Tia Bunker and they both believed the other was handling it. He stated they will get two or three dates and allow the candidates to pick a date that would be the most beneficial. He stated she will let him know which dates and she talked about doing it at the Junior High, but the City could hold it at the City Hall if needed. He asked if there was any way the City could put up signs and get the information out regarding the event. He explained the road fee communication has been good, but he is not convinced the residents really understand the issue. He stated the City has not done a good job answering questions and explaining the transportation fee. He suggested the City have at least two open houses regarding the fee to clarify things for the residents. He stated the open houses could be held at the City Hall or at the elementary schools, and they could do a presentation, but at least answer their questions.

Mayor Ritchie stated there might not be enough time to advertise and get ready for two open houses before the election, but they could definitely do one.

Brian Braithwaite stated they could do two at the City Hall and advertise them together. He stated he would be willing to come and talk about the fee and any of the other Councilmembers were welcome to come as well. He stated American Fork is holding some open houses for their 20 million dollar road bond. He stated they have printed a map, and are trying to communicate the information to the residents as well.

Mayor Ritchie stated they will work to hold two, but could probably at least do one.

Scott Smith stated the election is only three weeks away, and stated the City could combine both a Meet the Candidate Night and the Road Fee Open House and hold the meeting at the City Hall. He stated if there was more time they could have multiple events, but the City should at least have one before the election.

Mayor Ritchie stated they are working with the PTA, and they will have a date for the Junior High, but if it does not work out it can be held at the City Hall.

Brian Braithwaite stated they are getting two dates from Sue Hayes at the Junior High and they can do it there. He stated they like to do it at the Junior High, because it is very big and has always been accommodating. He stated they have been considering having John Dougall be the mediator at that event.

Mayor Ritchie asked JoD'Ann Bates to give the PTA a call tomorrow and asked if Tia Bunker will be the one coordinating the event.

Brian Braithwaite stated Tia Bunker is the Vice President for PTA at the high school and she has done Meet the Candidate Night before. He stated she is coordinating it with Sue Hayes at the junior high.

JoD'Ann Bates stated she has spoken to Sue Hayes, and will contact them to get everything figured out.

Scott Smith stated a couple of years ago the Council approved the Anderson Mortuary and the first funeral that was administered there would be one of his best friends and colleague. He stated the City lost a good person on Saturday when J. B. Little passed away.

Mayor Ritchie stated he agreed he was a great loss to the City and community.

Tom Butler stated he would like to echo the comments made before him to have copies of the finalized Ordinances included electronically in the agenda. He stated he would like the Council to be able to verify that what was voted on is correct in the Ordinance. He explained they have corrections to the minutes on a regular basis, and so sometimes there may be corrections that need to be made with Ordinances or Resolutions as well.

JoD'Ann Bates stated it is not a part of the agenda; it is just a communication item, so that is why it cannot be placed with the other items in the agenda packet. She stated she can put in their box, or have a folder in Dropbox, separate from the agenda, so the Council can look at them. She stated if changes need to be made after it is approved, it really needs to be brought back to the Council and not done over the phone or via email.

Tom Butler stated having them in a separate folder in Dropbox would be perfect. He stated they received a handout with the proposed road maintenance and repairs for the next three years and expressed appreciation to Matt Shipp for that information. He asked for an update on the open space issue.

Tim Merrill, City Attorney, stated he has been in contact with Jody Burnett and the ombudsman. He stated Jody Burnett will have his opinion to them next week, and the ombudsman has sent notice of the advisory opinion request to Shane Morris. He stated he is giving Shane Morris until October 30th to give his input, which is standard procedure. He explained whenever there is a request with the ombudsman; they notify the affected property owners to give everyone the opportunity for input. He stated they will see what Shane Morris does, but it puts their opinion into November.

Tom Butler clarified the Council will have something from attorneys at their next meeting on November 19th. He clarified the meeting on the 6th is cancelled. He questioned if there is an update on the two real estate homes on 4800 North.

JoD'Ann Bates stated Nathan Crane is working with Nikki Meadows on getting the homes listed and the dates are being coordinated.

Tom Butler stated he was visiting with JoD'Ann Bates last week, and it came to their attention that all of the City Council Minutes from 2009 are missing.

Mayor Ritchie stated he asked Aaron Palmer about the missing minutes, because another citizen had mentioned that to him as well. He stated he asked Aaron Palmer to research the issue and try to figure out where they are.

JoD'Ann Bates stated she has some electronic copies that were done. She stated she will not have time to fully research the issue until after the election. She stated after the first of the year, that was one of the many audits she was going to do, but she does not have time to research it further until after the election.

Scott Smith stated the minutes existed for most of 2009 because he went back and looked at them before. He stated it might have been from when the City upgraded the new City website.

Tom Butler stated there are only about six months electronically for 2010 and 2011. He stated they are not necessarily missing, but they could not find a binder with hard copies for 2009. He stated the argument supporting the road fee in the voter pamphlet is signed by Mayor Lynn Ritchie and says Highland City Council. He stated it implies there was a unanimous vote, when

there was not. He stated it should just reflect the names or signatures of the individuals supporting it. He stated it is misleading and deceptive. He stated last month a few citizens came and asked for an opportunity to state their argument opposing the transportation fee in the newsletter, and were turned down. He stated the Mayor has placed information supporting the road fee in the past two newsletters and encouraged the Mayor not to do it a third time. He stated the information in the Mayor's Corner is not factually correct, for example, when it reads if the roads are not fixed now it will cost 80 million in the future. He stated people are also claiming the opposing arguments are not factually correct. He stated it seems heavy handed and unwise, and stated he is not happy with the way things are being handled.

Mayor Ritchie stated the roads cost four times, sometimes six to seven times more in the future. He stated the costs are national statistics, state statistics, and municipal statistics. He stated he mentioned it last time, but will state it again; the Mayor's duty is to ensure the City's position is represented, not the referendum's position. He stated his job is to support what the Council passes. He stated whether or not each Councilmember voted for something, the City operates by majority rule, just like the rest of America. He stated if the vote is three to two, the Council passed the Resolution, so the Council supports that Resolution.

Brian Braithwaite stated he supports the Mayor on his position, which is why he offered to pay for half of the flyer to send out to the City regarding the fee with opposing and supporting sides, as long as he gets to author the supporting argument. He stated he believes the Mayor is supposed to take the City's position, and he can have the opposition in the newsletter if he would like to, but there is no requirement to do so.

Tim Irwin stated he feels the Council is out of the loop on the open space process. He stated it would be helpful to keep the Council in the loop so they can answer residents' questions. He stated he would like the Council to have communication and follow up with what is happening.

Scott Smith stated one of the biggest problems is the City finances change from month to month and they are very complex. He stated there are a lot of facts and figures that were presented in the voter pamphlet from the end of June. He stated unfortunately those figures included the City's cash flow, which a million dollars of that cash flow was used the next month to pay bonds. He stated now, three months later, a lot of the residents believe the City has extra cash to use on roads, when it has already been used for the bond payment. He stated if the City has an open house, they need to explain as clearly as possible where the reserves are, what cash flow is, and what it is used for. He stated the City needs to be as clear and truthful as they can be.

Mayor Ritchie stated both sides need to be truthful, and that it is not true that the City has a lot of cash that can be used.

Tim Irwin stated throwing out a figure like 80 million dollars is speculation, and it is not necessarily fact. He stated both sides have a lot of speculation, and they all need to stick to the facts.

Mayor Ritchie stated he believes professional engineers are factual in their data.

CONSENT:

MOTION: Approval of Meeting Minutes for City Council Regular Session – October 1, 2013.
Item Approved by Consent.

MOTION: Agreement with American Fork and Cedar Hills – American Fork Debris Basin.
Pulled by Tom Butler for further discussion.

Tom Butler questioned what the date was for the original inter-local agreement.

Matt Shipp replied he does not remember the original date. He stated they wrote up the agreement after the formation of the Board, which was four or more years ago.

Scott Smith questioned if it was in January 2008, because that was the agreement that was in the agenda.

Brian Braithwaite replied the agreement was never signed, which is why it is coming forward now. He stated he was on the Council when it came forward and it was in 2008.

Tom Butler questioned if the \$310,000 that was allocated for the acquisition was already spent.

Matt Shipp replied they already purchased the basin and it was done under a different agreement.

Tom Butler questioned what the annual maintenance cost is that Highland contributes for the basin.

Matt Shipp replied at this time the City contributes \$5,000 annually for the basin.

Tom Butler questioned if Highland would ever install another irrigation or retention pond at this location in the future.

Matt Shipp replied they have no plans to install another one at this location. He stated if the City were to do anything, they would expand the existing pond because they own the ground.

Tom Butler questioned how large they could expand the pond without going into the parking lot or the building.

Matt Shipp replied if they need to, they would go into the parking lot area. He stated the pond is for flood protection and the City already has plans for a recharge basin.

Scott Smith stated the Board members, which are the three Public Works Directors, will be explaining the budget to the cities. He questioned when that would happen.

Matt Shipp replied there is not a lot that happens, but he could come back annually during the budget process and explain the plans. He stated it will be things like spraying weeds, but stated

people have asked to purchase rock out of the area, and if anything like that happens, the Board will bring it back to each individual Council.

Brian Braithwaite questioned if the agreement had already been approved by American Fork and Cedar Hills.

Matt Shipp stated American Fork and Cedar Hills have seen the changes and are waiting for Highland to make the approval, and then they will accept the agreement.

Brian Braithwaite moved the City Council to approve the agreement with American Fork and Cedar Hills for operation and maintenance of the American Fork Debris Basin.

**Scott Smith seconded the motion.
Unanimous vote, motion carried.**

COMMUNICATION ITEMS BY MAYOR, CITY COUNCIL & STAFF

- Transportation Maintenance Plan

BACKGROUND: Matt Shipp stated he had been asked to provide a three year proposed road maintenance plan for the City, taking into account \$550,000, and review the study that had been done. He stated they are going to take the C grade roads and keep them from slipping down to the D or F range, which requires rehabilitation or reconstruction. He stated the roads in the three year plan are roads in those categories according to the study. He explained many of these roads are through roads, so they go from one major corridor to another. He stated they will work through the system, doing those roads, and then rotate on that basis. He stated they are not all exactly \$550,000, but they are the closest estimates he has. He explained it all depends on what the roads look like this spring and what occurs with deterioration. He stated they read "and stripe", because each of these roads are a surface treatment, which means they need a crack seal, patch repair, surfacing, and a stripe if they are through roads. He stated the three year plan does not need approval, but is just for informational purposes.

Mayor Ritchie questioned if the information has been posted on the website as well.

Matt Shipp stated the three year road plan he gave to the Council is not on the website. He stated he made a proposed maintenance schedule, which shows next years proposed roads and their estimated costs which he will put on the website.

Scott Smith questioned if \$250,000 of the \$550,000 is the proposed transportation fee.

Matt Shipp replied that he was given \$550,000 as the number to use, and he assumes part of that amount is the road fee.

Scott Smith questioned if the D and F grade roads can be crack sealed or if they need to be rebuilt.

Matt Shipp stated there are portions that could be crack sealed, but many of the roads would need to be rebuilt. He stated it is the subgrade on 6000 West that is gone and not the asphalt surface.

Brian Braithwaite stated asphalt is soft and is placed on a base which is hard, so it makes the asphalt felt like it is hard. He stated when the infrastructure underneath goes soft and cars drive on the road, it makes it crumble. He stated the asphalt does not make the road strong, so the base needs to be dug out and repaired. He stated once it gets to a certain point, the most cost efficient thing to do is repair the base before replacing the asphalt on top.

Matt Shipp stated asphalt is a flexible pavement and concrete is a rigid pavement. He stated the F grade roads need to be completely redone. He stated sometimes you can just do rehabilitation on the D grade roads, but stated if the base is not in good condition, the asphalt will not help.

Brian Braithwaite questioned if the majority of D roads cannot be crack sealed.

Matt Shipp stated it depends on what level the D road is on the scale. He stated it may not be a complete reconstruction, but a major rehabilitation, or going to the areas where the subgrade is gone, digging those up, and repairing that. He stated it is the same with some of the C roads; they may have to dig up sections and repair those and then lay the surfacing over the top.

Scott Smith stated these things need to be explained at the Open House so people understand what needs to be done to fix the roads. He stated it is complex and hard to understand, but the City needs to explain everything to the residents as best as possible.

Brian Braithwaite stated \$550,000 is what the City is going to use to help keep C grade roads from getting worse. He stated this amount of money is not enough to keep roads from failing, so the City will be falling behind over time. He stated they will lose D roads over time.

Matt Shipp stated the minute the road is laid it begins to deteriorate, and the older the road is, the faster it deteriorates.

Brian Braithwaite stated Matt Shipp chose C roads because improving those roads is the most beneficial and cost efficient way to maintain the roads. He stated the City could work on the D grade roads, but then the C grade roads would slip into D roads and cost even more to fix.

Matt Shipp stated improving the C roads can give them about five to eight more years of life. He stated even with maintenance everything will continue to deteriorate.

Brian Braithwaite stated in five to eight years they will need other treatment that could add another five to seven years, depending on if the base has fallen apart. He stated some may not be savable, but some may be able to take another application.

Matt Shipp stated once you've gotten to your third chip seal, it is usually time to completely fix the road. He stated the purpose of the surface treatment is to keep water out of the base, so the base stays solid for a longer amount time.

Brian Braithwaite questioned if the \$550,000 set aside for the capital fund each year is used on F grade roads that completely need to be rebuilt.

Matt Shipp replied yes; the low D grade and F grade roads are called capital improvement projects. He stated that is where the remainder of the funds from the fee goes that do not go into maintenance.

Brian Braithwaite stated the City is working on C roads and the City is building up capital funds to use on F roads. He stated the City will be working to keep level A and B roads from becoming a level C. He questioned what is happening regarding D level roads.

Matt Shipp stated it depends on the road type; if it is a through road, bus route, or emergency access road, the City will move it up and bump a C. He stated sections of the roads on the three year plan are a D level, so the plan could be subject to change. He stated once they get to F roads the most cost efficient way thing to do would be to reconstruct the road.

Brian Braithwaite asked Matt Shipp if he could put together information on how many roads are deteriorating between now and January without additional funds, so the Council can see how much the City is falling behind in a year. He stated the City gave Matt Shipp the number \$550,000 because the Council felt they could not charge a higher fee, even though this amount will not cover everything.

Matt Shipp stated there are a lot of variables that go into figuring the data, so it would take a lot of time to get all of the information together.

Brian Braithwaite stated it would be very helpful to have the data before the next budget cycle in March 2014.

Mayor Ritchie stated there is a three year sunset on the fee, so before the sunset, they would need that information in order to figure out what to do after those three years. He stated if the fee does not pass, it would be nice to have the information to show what the consequences are of not fixing the roads and the magnitude of the issue.

Scott Smith stated there was a road in Brian Braithwaite's area that had been ranked a level C, but after the harsh conditions last winter it broke up and became an F road. He stated sometimes the staff cannot predict which level the roads will be, because they can always deteriorate faster.

Tim Irwin clarified these road maintenance repairs would not start until after next year's budget in July 2014. He questioned if this plan would be a part of next year's budget.

Matt Shipp replied yes; the Council already approved three contracts for surface maintenance on a few roads for this budget year. He stated this plan would start July 1, 2014.

Tim Irwin stated the plan reads there are only two roads that will get any sort of repairs during the next budget year. He questioned if any other roads will have work done.

Matt Shipp replied it depends on the pricing that the City receives on the bids. He stated yes, there are only two roads next year.

Tim Irwin stated it would be helpful to see a full comprehensive plan that indicates which roads will and will not be repaired and the consequences of those actions. He stated a \$400,000 plan is huge, so it would be nice to show the citizens on a map exactly how much road is covered. He stated ever since the Transportation Committee gave their recommendations, the City should have been putting together a plan to accommodate those recommendations. He stated having a plan like that would help the Council figure out the budget and set priorities.

Tom Butler questioned if a new road has an expected life of eight to ten years.

Matt Shipp replied no, a road life expectancy is typically for 20-25 years, but that includes maintenance being done throughout that time. He stated many roads that are maintained well and have low traffic will have a longer life span.

Tom Butler questioned what year Canal Boulevard was built.

Matt Shipp stated it depends on the section of the road, but it was approximately six, seven, or eight years ago. He stated a section between 6000 West and the Alpine Highway that was done with the Apple Blossom subdivision was built approximately twelve years ago.

Tom Butler asked if it is odd that Canal Boulevard requires so much maintenance so early in its life.

Matt Shipp stated the section that is costing the most money is the section through Apple Blossom that needs reconstruction. He stated the rest just needs a crack seal and a surface treatment. He stated these are just estimations; the prices may change on all of the roads. He stated he is giving the Council the worst case scenarios.

Tom Butler stated he spoke to an asphalt contractor that told him roads typically have a 30 year life span and should not need any maintenance for at least ten years. He asked Matt Shipp if he agrees or disagrees with what the asphalt contractor said.

Matt Shipp stated he agrees that roads typically have a 30 year life, but stated he completely disagrees that they do not need maintenance before the ten years.

Tom Butler stated five of the eight roads on the plan are not through roads, and questioned what percentage of the road bid is used for striping. He also stated a lot of restriping was done a couple of years ago, and it looks like it needs to be redone. He questioned if striping only lasts a year or two

Matt Shipp replied it would only be 2% at the most. He stated the staff tries to stripe the City every two years.

Tom Butler questioned if the money would be better spent on pot holes or extra square footage of surface treatments, instead of the striping.

Matt Shipp stated it depends on the roads, but the striping is very important for safety. He stated he would rather stripe then put a small patch of surfacing on the road.

Tom Butler questioned if the original report from the Transportation Board suggested that \$600,000 needed to be spent for two years, after which only \$400,000 a year would be sufficient.

Matt Shipp replied he believes it was approximately 3-5 years of \$500,000-\$600,000, and then bringing it down to \$400,000 after establishing a program of rotating basis on maintenance and repairs.

Tom Butler stated 10050 North is on the plan for two years from now. He questioned what the condition of 10050 North is in comparison to 10150 North, which has cavities and exposed metal pipes.

Matt Shipp stated he does not know exactly which road Tom Butler is speaking of, but stated he would be happy to take a look at the road.

Scott Smith expressed his appreciation for the work Matt Shipp has done on getting the plan together. He stated if the State approves building the East West Corridor, Canal Boulevard would need to be finished with repairs, because it will continue to carry traffic off of that road.

- Water Conservation Update

BACKGROUND: Matt Shipp stated the Council had done a Resolution for Water Conservation. He stated the water usage was cut by about 18.2%, which could be better, but it was a significant amount. He stated they did not give out any citations or fines, just educational door hangers. He stated the City maintained holdover water at Deer Creek Reservoir in case next year is a drought as well. He stated the rain and weather during the month of September really helped the City with water conservation. He stated the City is going to work on the education and the staff has received great recommendations on how to do so from the Council.

Mayor Ritchie asked Matt Shipp to explain the hold water concept.

Matt Shipp stated the hold water concept is when water that was not used during the previous year is held in the reservoir. He stated it is stored water that the City can draw down anytime. He stated this last summer when Deer Creek cut the amount of water the City could use, the holdover water is not subject to the cut, so Highland was one of the few cities that had normal water storage. He stated if there is a very wet winter and the reservoirs begin to spill, the holdover water is not kept. He stated the City tries to keep as much holdover water as possible, because they never know when there will be another drought.

Tim Irwin stated the City started the water conservation late in the year. He stated if the City continues the education process, they can conserve earlier and save more next year.

Matt Shipp stated after the City started conservation efforts, they immediately dropped 6% and it was not as much as they hoped to drop, but they did drop. He stated the water has now been shut off for the season, the ponds are draining, and the City is no longer filling ponds or pumping water.

Tom Butler questioned why the City does not leave water in the ponds and why they do not fill the pond up with whatever water the City was drawing from.

Matt Shipp stated it is mostly because the City does not have rights to the water after a certain point of the year.

Tom Butler clarified the City has water rights, but they end on October 15 and start on April 15. He questioned who has rights the rest of the year.

Matt Shipp stated different people have water rights during the winter, for example, American Fork and agriculture users.

Tom Butler questioned if Deer Creek and the other reservoirs can arbitrarily change the water allocations at any time and for any reason.

Matt Shipp stated yes, but it is not arbitrarily, he stated they follow a formula for water reduction. He stated they control the yield on the water. He stated the City gets 100% of their holdover water.

Tom Butler questioned if there would ever be a reason to have the debris basin or pond increased in size to hold extra water during the winter.

Matt Shipp stated the City drains them and cannot do anything with the water until April 15. He stated the water is not enough to really make a difference.

Mark Thompson stated there is storage water in Deer Creek and Jordanelle. He stated Provo Reservoir Water Users Company relinquished all of their rights in the upper lakes when they built Jordanelle, because it has such a large capacity. He stated the holdover water is for all of the users, but stated all the users share the evaporation, which on a hot day is about 1,000 acre feet per day. He stated there will already be that deduction, so there will never be 100%. He stated every user has rights to the water out of American Fork Canyon, but the water rights were time relevant to where crops were planted, but now those are the laws, so everyone needs to deal with them.

Tom Butler questioned if the debris basin was dammed, would it be a good place to store water.

Mark Thompson replied it is so small, it would not be enough. He stated it would only be about a day and a half worth of water. He stated it is not a storage reservoir, just a peaking pond, for

when there is not high demand. He stated the City lines are shallow, so if the pond had water during the winter and got in the lines it would split the lines, so it needs to be drained.

Tom Butler stated Mark Thompson is talking about the pond, but questioned if the debris basin could be used.

Mark Thompson stated it would not be able to collect spring runoff and be used to hold water. He stated it is a detention basin, not a storage reservoir, unless it is redesigned that way. He stated it also needs to be able to handle the flood demands during the spring.

Mayor clarified the meeting on the 6th is cancelled. He stated several items are going to come to the Council from Community Development. He stated Nathan Crane is working on several plats, and has a meeting on the 29th with the Planning Commission, and some of those items will require public hearings. He stated the Open House for the County Transportation Plan is on Thursday, October 17th 2013 from 4:30-7:00 at the American Fork Senior Center.

ADJOURN TO A CLOSED EXECUTIVE SESSION

Mayor Ritchie indicated there was no need to hold an Executive Session at this time.

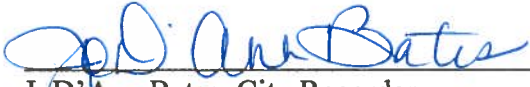
ADJOURNMENT

MOTION: Scott Smith moved to adjourn.

Tim Irwin seconded the motion.

Unanimous vote, motion carried.

Meeting adjourned at 8:51 p.m.


JoD'Ann Bates, City Recorder

Date Approved: November 19, 2013



2022 Debris Basin Condition



2019 Debris Event





CITY COUNCIL AGENDA REPORT

ITEM #8

DATE: August 2, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner and GIS Analyst
SUBJECT: **MINOR SUBDIVISION FINAL PLAT:** HHC Highland
TYPE: **ADMINISTRATIVE:** The City Council is the Land Use Authority for Final Plats and is subject to Section 5-4-315 of the Highland City Development Code. Final plats are an administrative process.

PURPOSE:

The City Council will consider a request Holmes Homes Custom LLC for approval of a proposed 2-lot subdivision located at approximately 6386 W and 6390 W 10400 N. The City Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

None. This is the first time this item has been brought to City Council.

BACKGROUND:

The property is 2.49 acres and is located at approximately 6386 W and 6390 W 10400 N. The property is designated as Low Density Residential on the General Plan Land Use Map and the site is zoned R-1-40. The property is not in a recorded subdivision.

A 2-lot subdivision is classified as a minor subdivision in the Development Code. The Minor Subdivision Option's intent is to allow for small subdivisions to be processed as quickly as possible. Minor subdivisions include developments of three or fewer lots. In this process, the preliminary and final plats, required for most subdivisions, are simplified and combined.

The Minor Subdivision Option found in Section 5-4-300 of the Development Code requires a public hearing at the Planning Commission meeting, a recommendation from the Planning Commission, and approval from the City Council.

SUMMARY OF THE REQUEST:

1. The applicant is requesting approval of a 2-lot subdivision to split the property into two (2) 1.25-acre parcels.
2. Access to the site will be from 10400 North.

3. Parkway detail will be required. A 20' landscape easement is included on the final plat. The theme wall along parkway detail will not be required as the homes will front the collector street.

CITIZEN PARTICIPATION:

Notice of the public hearing held at Planning Commission was posted on the state and city websites July 14, 2022. Notification letters were also mailed to all property owners within 500 feet of the proposed site on July 14, 2022. No written correspondence has been received.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on July 26, 2022. There was no resident comment. The applicant was present. The Commissioners asked the applicant what their willingness was to add more xeriscaping. The property owner believed they had a substantial amount of xeriscaping. The Planning Commission voted 6-0 to recommend **APPROVAL** of the HHC Highland subdivision plat subject to the following stipulations:

1. The recorded plat conforms to the final plat date stamped July 5, 2022, except as modified by these stipulations.
2. The civil construction plans shall meet all requirements as determined by the City Engineer.
3. All public improvements shall be installed as required by the City Engineer.
4. The plat shall meet all requirements as determined by the Jordan Valley Water Conservancy District (JVWCD), the United States Bureau of Reclamation (USBR), and Central Utah Water Conservancy District (CUWCD)

STAFF REVIEW:

- The General Plan designation for this property is Low Density Residential. It is zoned R-1-40. The surrounding properties are all zoned R-1-40. The proposed subdivision is in conformance with the General Plan and compatible with the surrounding uses.
- Easements allow City and Utility companies, if applicable, to access the easement. No buildings or other permanent structures are allowed to be placed on an easement.
- A 20' landscape easement was required to have the required 29' parkway detail along 10400 N. Nine (9) feet of the parkway detail will be in right-of-way that has already been dedicated to the City.
 - Everything south of the sidewalk shows xeriscaping with significant plant coverage. North of the sidewalk shows grass.
 - The Highland City Design Standards for parkway detail allow for the length of the parkway to be "sod, planted grass, or xeriscape."
- The property includes easements with Jordan Valley Water Conservancy District

(JWCD), the United States Bureau of Reclamation (USBR), and Central Utah Water Conservancy District (CUWCD). A stipulation has been added to ensure that all comments from all three entities are addressed in the recorded plat.

- The standard ten (10) foot public utility easements have been included on the plat.
 - JWCD, ,USBR, and CUWCD do not allow public utility easements (PUE) inside their easements. These PUEs will be removed.

FINDINGS:

The proposed Preliminary/Final Plat appears to meet the following findings:

- The plat meets the requirements of the Development Code.
- The plat is consistent with the General Plan.

CITY COUNCIL ACTION:

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

MOTION TO APPROVE:

I move that the City Council accept the findings and **APPROVE** the HHC Highland subdivision plat subject to the four (4) stipulations recommended by the Planning Commission.

1. The recorded plat conforms to the final plat date stamped July 5, 2022, except as modified by these stipulations.
2. The civil construction plans shall meet all requirements as determined by the City Engineer.
3. All public improvements shall be installed as required by the City Engineer.
4. The plat shall meet all requirements as determined by the Jordan Valley Water Conservancy District (JWCD), the United States Bureau of Reclamation (USBR), and Central Utah Water Conservancy District (CUWCD).

MOTION TO DENY:

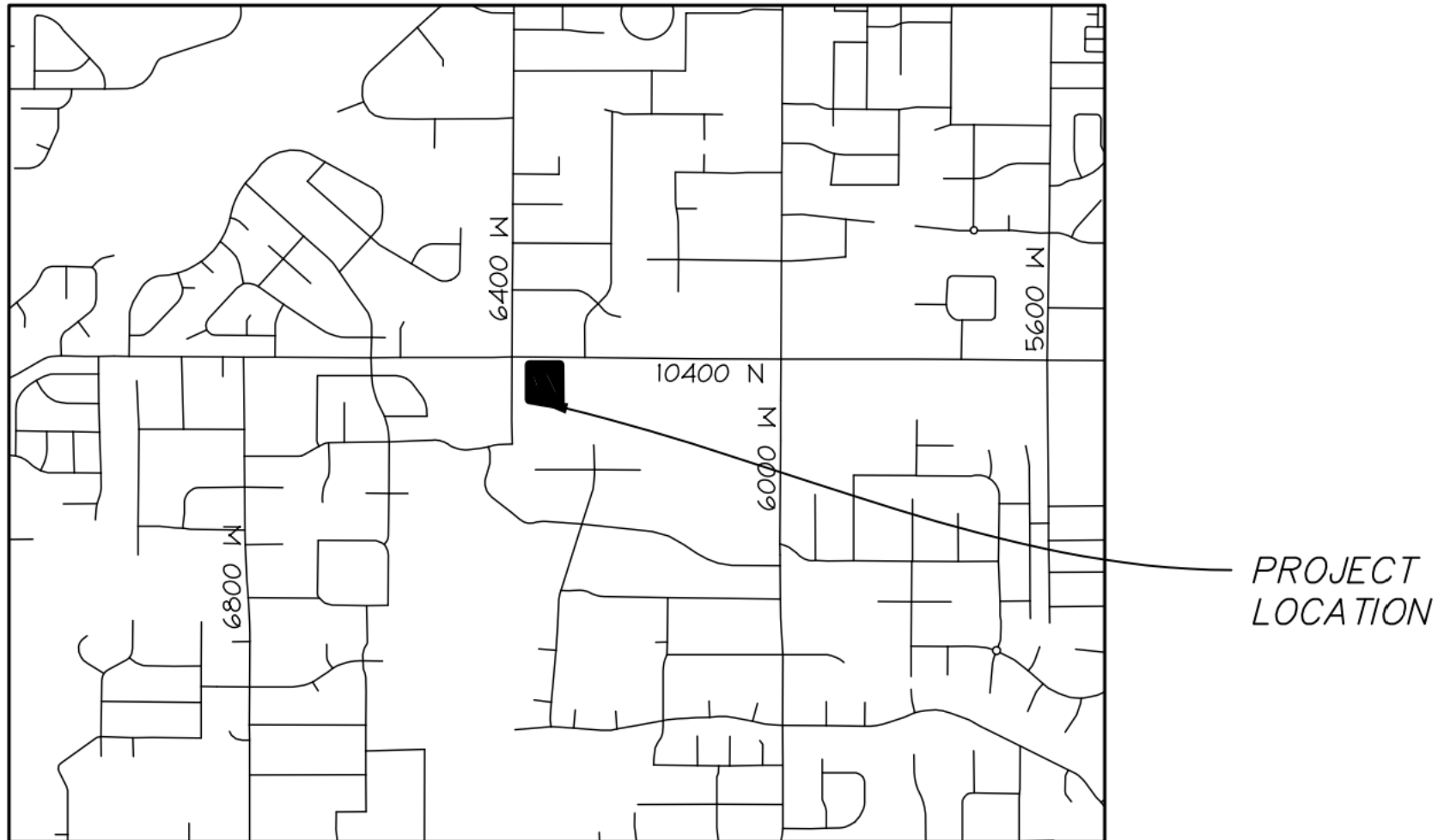
I move that the City Council **DENY** the HHC Highland subdivision plat based on the following findings (The Council will need to draft appropriate findings).

FISCAL IMPACT:

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

ATTACHMENTS:

1. Vicinity Map
2. Project Narrative
3. Proposed Plat
4. Landscape Plan



VICINITY MAP

Project Narrative for HHC Highland
6386 West & 6390 West 10400 North ST Highland UT

Holmes Homes Inc. is seeking to subdivide the 2.49-acre Parcel (12:006:0052) into two 1.25-acre parcels. As these lots are located in a mature neighborhood, the community design and themes will be consistent with the area and City's municipal code. The pedestrian plan will match the City's required meandering sidewalk for the Right of Ways (ROW) for Parkway roads. The landscaping within the front ROW will be consistent with the City's municipal code and will be lawn and vegetation, as depicted in the landscaping plan.

ATTACHMENT #3:
SURVEYOR'S CERTIFICATE

I, Eric D. Robins, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 5152671 in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, and easements and the same has been correctly surveyed and staked on the ground as shown on this plat and that this plat is true and correct

BOUNDARY DESCRIPTION

A parcel of land situated in the Northwest Quarter of Section 2, Township 5 South, Range 1 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the South Right-of-Way Line of 10400 North Street, said point lies North 89°59'12" East 164.100 feet along the Section Line and South 00°00'48" East 33.000 feet from the Northwest Corner of Section 2, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running thence along said 10400 North Street North 89°59'12" East 298.000 feet; thence South 00°00'48" East 389.180 feet; thence North 80°49'48" West 301.869 feet; thence North 00°00'48" West 341.003 feet to the point of beginning.

Property contains 2.498 acres.

Eric D. Robins
Professional Land Surveyor
Utah Certificate No. 5152671

Date

OWNER'S DEDICATION

We, all of the undersigned owners of all the property described in the Surveyor's Certificate hereon and shown on this map, have caused the same to be subdivided into lots, blocks, streets and easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public, the public utility easements to all providers, public or private, and the irrigation easements to all lot owners, and their successors and assigns in perpetuity. In witness whereof ___ have hereunto set ___ this ___ day of ___, A.D. 20__.

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Utah

On this day of ___, 20___, personally appeared before me the signers of the foregoing dedication who duly acknowledge to me that they did execute the same.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Full Name: _____

Commission Number: _____

My commission expires: _____

A Notary Public Commissioned In Utah

APPROVAL BY LEGISLATIVE BODY

The Department of Public Works and Engineering of Highland City, County of Utah, approves this subdivision and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public. This ___, day of ___, A.D. 20__.

Approved by Mayor _____

Approved _____ Attest _____
City Engineer Clerk-Recorder
(see seal below) (see seal below)

LEIN HOLDER CONSENT

The undersigned beneficiary hereby consents to the recording of this plat for the herein described property and the dedications provided herein.

HIGHLAND CITY ATTORNEY

Approved as to form this ___, day of ___, 20___, _____
Highland City Attorney

PLANNING COMMISSION APPROVAL

Approved this ___, day of ___, 20___, _____
Planning Commission Chair

Community Development Director

6/28/2022

SHEET 1 OF 1

DOMINION ENERGY QUESTAR CORPORATION

Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department.

Approved this ___ day of ___, 20___

BY _____ TITLE _____

UTILITIES APPROVAL

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

Rocky Mountain Power _____ CenturyLink _____ Comcast _____

HHC HIGHLAND
SUBDIVISION

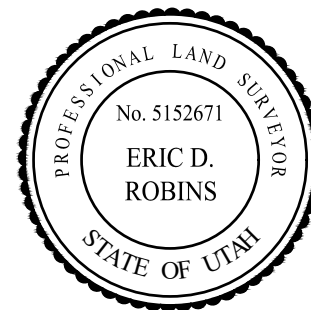
LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

SURVEYOR'S SEAL

NOTARY SEAL

CITY ENGINEER SEAL

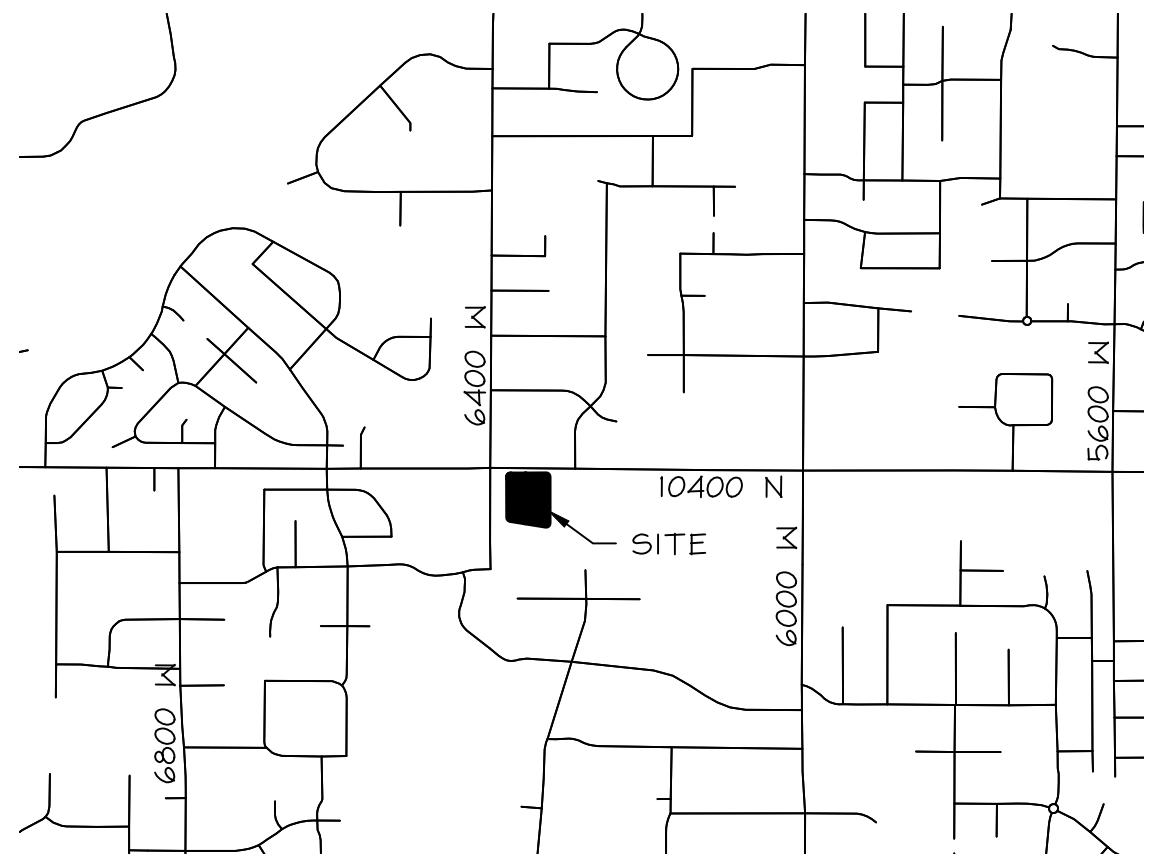
CLERK-RECORDER SEAL



HHC HIGHLAND

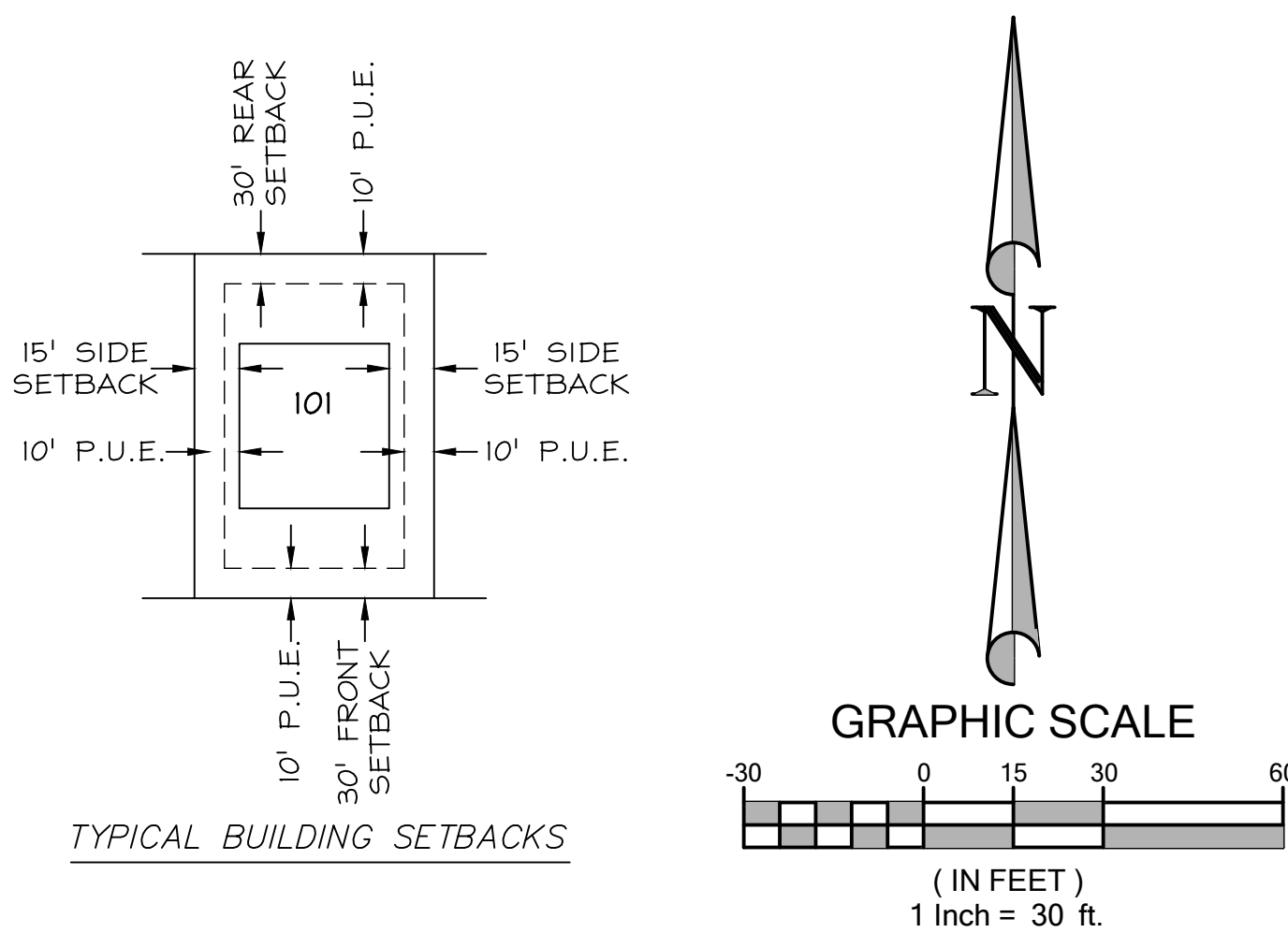
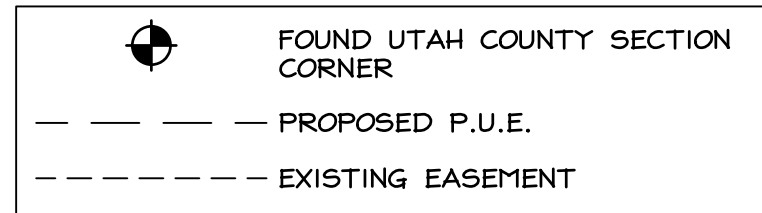
SUBDIVISION

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN



VICINITY MAP

LEGEND



CONDITIONS OF APPROVAL

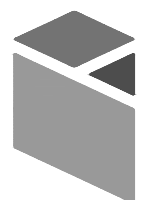
There are conditions of approval attached to this subdivision which are indicated on this plat. These conditions have also been recorded with this subdivision. Potential buyers are requested to read these conditions carefully and obtain a copy of these conditions and restrictions prior to purchasing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

- 70% of the front yard landscaping shall be installed by the homeowner within one year after receiving a certificate of occupancy.
- Landscaping and construction materials of any type are not permitted upon or within the street, curb and gutter, or sidewalk (street right-of-way) with the exception of the parkstrip which requires 75% to be landscaped.
- A fence that abuts open space or a trail has additional restrictions of size and opacity. Fences along open space or a trail must comply with Highland City Ordinances. All fences require a fence permit prior to installation. In addition, retaining walls are regulated by ordinance and require a retaining wall permit prior to construction.
- Highland City Ordinances restrict height of foundation above curb. It is the responsibility of the buyer to contact the City prior to purchasing any lot. This restriction applies to all lots in this subdivision.

PROVO RIVER WATER USERS
ASSOCIATION
12:011:0042

DEVELOPER

Holmes Homes Custom, LLC.
126 Sego Lily Drive, Suite 250
Sandy, Utah 84070
(801) 572-6363



PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

9089 SOUTH 1300 WEST, SUITE 160 WEST JORDAN, UT 84088
801.628.6004 TEL 801.590.6611 FAX WWW.PERIGEECIVIL.COM

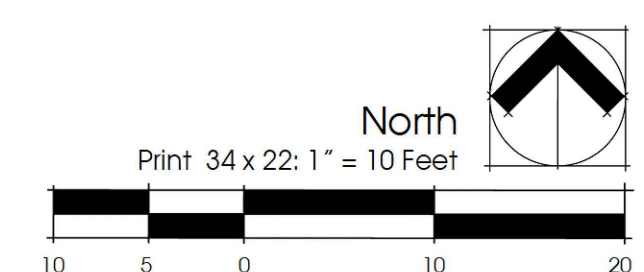
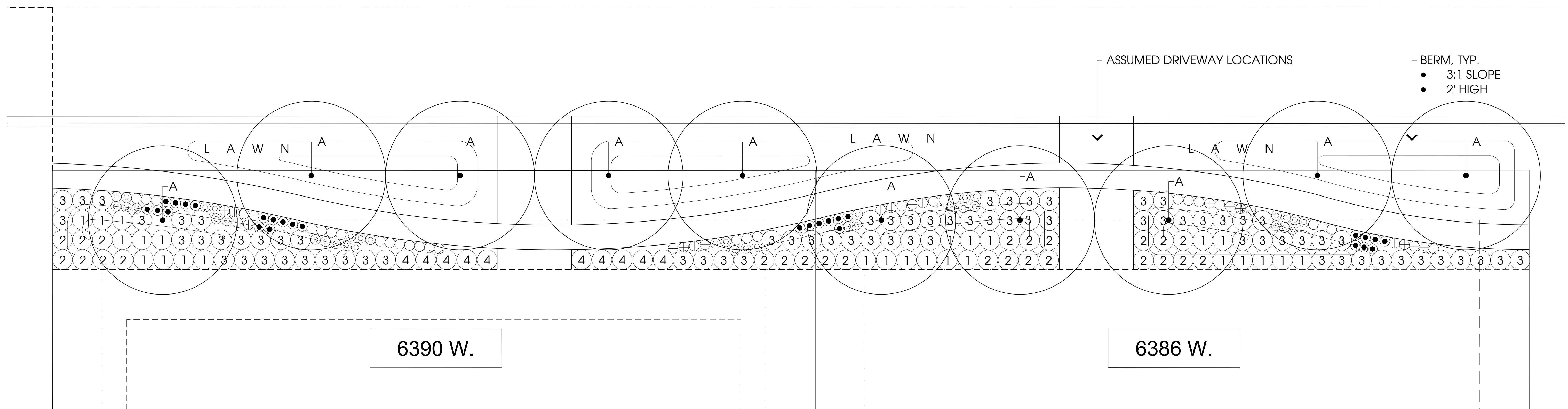
ATTACHMENT #4:

Plant List . Daybreak . Holmes Homes

KEY	PLANT TYPE	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
A	Tree	Acer platanoides	Norway Maple	2" cal	
1	Medium Shrub	Hibiscus syriacus 'Polly Pette'	Hibiscus	5 gal.	
2	Medium Shrub	Hydrangea paniculata 'Little Lime'	Hydrangea	5 gal.	
3	Medium Shrub	Spiraea c. 'Anthony Waterer'	Dwarf Red Spiraea	5 gal.	
4	Hedge	Buxus koreana 'Wintergreen'	Wintergreen Boxwood	5 gal.	
	Perennial Flower	Coreopsis 'Zagreb'	Coreopsis	1 gal.	12 - 18" tall
	Perennial Flower	Hemerocallis 'Stella Supreme'	Stella Supreme Daylily	1 gal.	
	Perennial Flower	Leucanthemum s. 'Becky'	Daisy	1 gal.	
	Perennial Flower	Rudbeckia 'Goldsturm'	Black-eyed Susan	1 gal.	

Planting Notes

1. Provide and place four (4) inches of topsoil over all planting areas prior to commencement of planting operations.
2. Backfill for all planting pits shall be native material excavated from the pit.
3. Following completion of shrub and groundcover plantings, treat beds with a pre-emergent herbicide.
4. Provide and install finely shredded bark mulch ("Soil Pep" or equal) to a depth of two (2) inches over all exposed soil in completed shrub and groundcover beds.
5. All lawn areas shall be installed with sod consisting of primarily *Poa praetensis*: Kentucky Bluegrass species.

1 JULY 2022
Planting Plan

HOLMES HIGHLAND

6390 W 10400 N Highland, Utah

Holmes Homes . 126 West Sego Lily Drive, Suite 250 . Sandy, Utah



R. MICHAEL KELLY CONSULTANTS

Land Planning | Landscape Architecture

DOI: 10.1002/eqm2.20000



CITY COUNCIL AGENDA REPORT

ITEM #9

DATE: August 2, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner & GIS Analyst
SUBJECT: **ACTION:** Highland Town Plaza Parking Configuration
TYPE: **ADMINISTRATIVE:** Site plan approval is an administrative action. The site plan must follow requirements defined in Article 4.35 CR Zone in the Highland City Development Code.

PURPOSE:

The City Council will consider a request from WPI to adjust the parking configuration for the Highland Town Plaza site. The Council will take appropriate action.

PRIOR COUNCIL ACTION:

The City Council reviewed the Site Plan, Final Plat, and declaration of property surplus in relation to this property on March 30, 2021. Concerns were raised regarding traffic flow in the overall Highland Town Plaza subdivision. These items were continued to the April 20, 2021 City Council meeting to allow the developer to address these issues.

On April 20, 2021, the developer provided the City Council a detailed traffic study with a concept that shows the best way to configure the parking lot. The City Council approved the Site Plan and Final Plat with a stipulation that states: *The developer will install a new parking configuration south of Wendy's with striping only for parking stalls and south-end landscaping islands. South-end landscaping islands will be installed when Pad 3 is constructed.*

DISCUSSION:

WPI is requesting to adjust the parking configuration that was presented to the Council on April 20th, 2021. The following are options provided by WPI (see attached for illustrations of the options):

1. Original proposal
2. Restripe existing with additional striped islands
3. Stripe the southern half of the original proposal

- a. This proposal will act as Phase 1 of the original proposal. The rest of the configuration, along with the landscaped islands, will be added when the pad to the east is constructed.

WPI is requesting the adjustment to delay removing the landscaped island near Wendy's and save costs as they incurred more than planned in the road connection to 5600 West and with recent landscaping upgrades along their property on Town Center Boulevard.

STAFF REVIEW:

Option 2 provides more parking than option 3. However, as option 3 is phase 1 of the final parking layout, it would get visitors used to the final planned flow and configuration in that area. If council is amenable to allowing a change, staff would recommend option 3.

FISCAL IMPACT:

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

CITY COUNCIL ACTION:

The Council will consider the request.

MOTION TO APPROVE:

I move that the City Council **APPROVE** [Option 2, or Option 3] for the parking configuration south of Wendy's.

MOTION TO DENY:

I move that the City Council **DENY** the request to modify the approved parking configuration as presented in Option 1.

ATTACHMENTS:

1. Original Proposal
2. Restripe Existing
3. Stripe Southern Half of Original

Option 1

Future Signal

Future Signal

B

Timpanogos Highway (S.R. 92)

5600 West

Town Center Blvd

150 ft



DATE	04/14/2021
PROJECT	UT21-1859
Figure 2	

Option 2

Future Signal

Future Signal

B

Timpanogos Highway (S.R. 92)

5600 West

Town Center Blvd



Option 3

Future Signal

Future Signal

B

Timpanogos Highway (S.R. 92)

5600 West

Town Center Blvd

150 ft



DATE	04/14/2021
PROJECT	UT21-1859
Figure 2	



CITY COUNCIL AGENDA REPORT

ITEM #10

DATE: August 2, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith
Planner & GIS Analyst
SUBJECT: **ACTION:** Prioritization of Encroachment Policy Enforcement
TYPE: **LEGISLATIVE:** Establishment of policies governing the allowable and non-allowable use of City property is a legislative action

PURPOSE:

The City Council will consider which neighborhoods or areas should be prioritized when enforcing the encroachment policy adopted by the City Council on July 19th, 2022. 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 July 19th, 2022, the City Council adopted an Encroachment Policy and Maintenance Agreement. The City Council directed staff to bring the item back to the Council at the August 2nd meeting for staff to receive direction on which areas to begin with enforcing encroachment.

STAFF REVIEW:

The City Council may consider the following when prioritizing certain neighborhoods with encroachments (see attachments 2-6 for examples of each):

- Most egregious encroachments
- Encroachments in conservation easements
- Encroachments along trails
- Encroachments in parks or other City-owned land.

Once staff has prioritization direction from Council, staff will carry out the Encroachment Policy and "...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." Mayor Ostler has indicated he would like to be the signatory of these Notice of Encroachments.

FISCAL IMPACT:

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

COUNCIL ACTION:

The City Council will consider which encroachments to prioritize for enforcement.

MOTIONS:

I move that City Council direct staff to prioritize the following encroachments: (The Council will need to determine whether to prioritize by neighborhood, encroachment type, or specific encroachments).

ATTACHMENTS:

1. Encroachment Policy
2. Examples of Encroachment
 - a. Most Egregious Encroachment Examples
 - b. Conservation Easement Encroachment Examples
 - c. Encroachment along Trails Examples
 - d. Encroachments on Parks Examples

HIGHLAND CITY ENCROACHMENT POLICY

DRAFT POLICY FOR DISCUSSION – NOT FINAL

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 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 risk of liability and expenses, to the detriment of taxpayer dollars.

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. Under the Utah Constitution, the City is prohibited from giving away taxpayer property for nothing. As such, regardless of the timing 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, 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. Encroachment and Maintenance Agreements

- a. The only encroachments that are permitted are those that are specifically authorized by way of a duly authorized Maintenance or Encroachment Agreement.
- b. Maintenance Agreements
 - 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 issue, approve, or extend Maintenance Agreements. All 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 Encroachment Agreement (see below). All 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. Encroachment Agreements

- i. Any property owner or resident who desires to improve, beautify, landscape, maintain, or otherwise encroach upon public property must apply for an Encroachment 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. Encroachment Agreements may be approved by the City Council based on property circumstances and City needs. The Council may condition Encroachment 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.
- iii. Encroachment 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.

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.

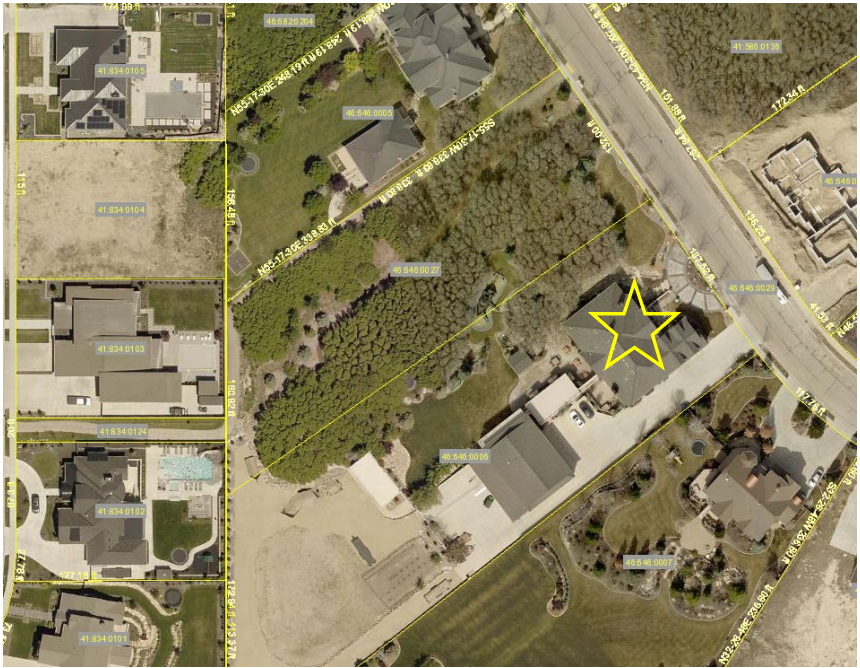
1. Resident shall be required to remove all encroachments and restore property to its original or natural state. The resident must submit and obtain City staff approval of resident's plan for remediating the property within thirty (30) days after receipt of the notice of encroachment or denial of an Encroachment 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. Encroachment Agreement. Resident applies for an Encroachment 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 Encroachment 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 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 an Encroachment Agreement.

3. No Waiver of Rights

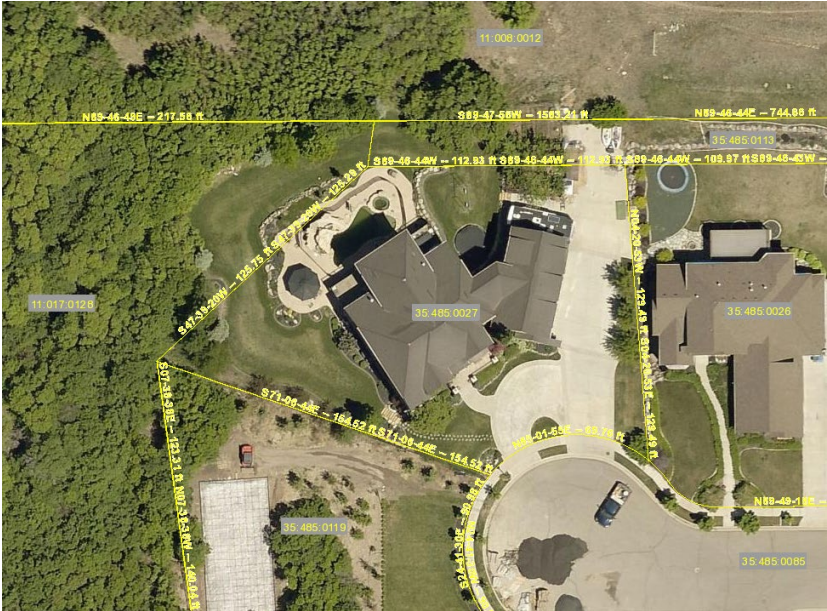
It is each resident's responsibility to understand this policy, review their property, and ensure that their landscaping, sprinklers, sheds, pools, and all other private improvements and features are located entirely on their own property and not on City property. The City's failure to send a written 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.



ATTACHMENT #2a (Egregious):

Mercer Hollow Subdivision
(1.17 acres)

Beacon Hills Plat I – Twin Bridges
(0.21 acres)



Beacon Hills Plat I – Twin
Bridges (0.15 acres)

ATTACHMENT #2b (Conservation Easements):



Highland Hollow Ph 3
(0.41 acres)

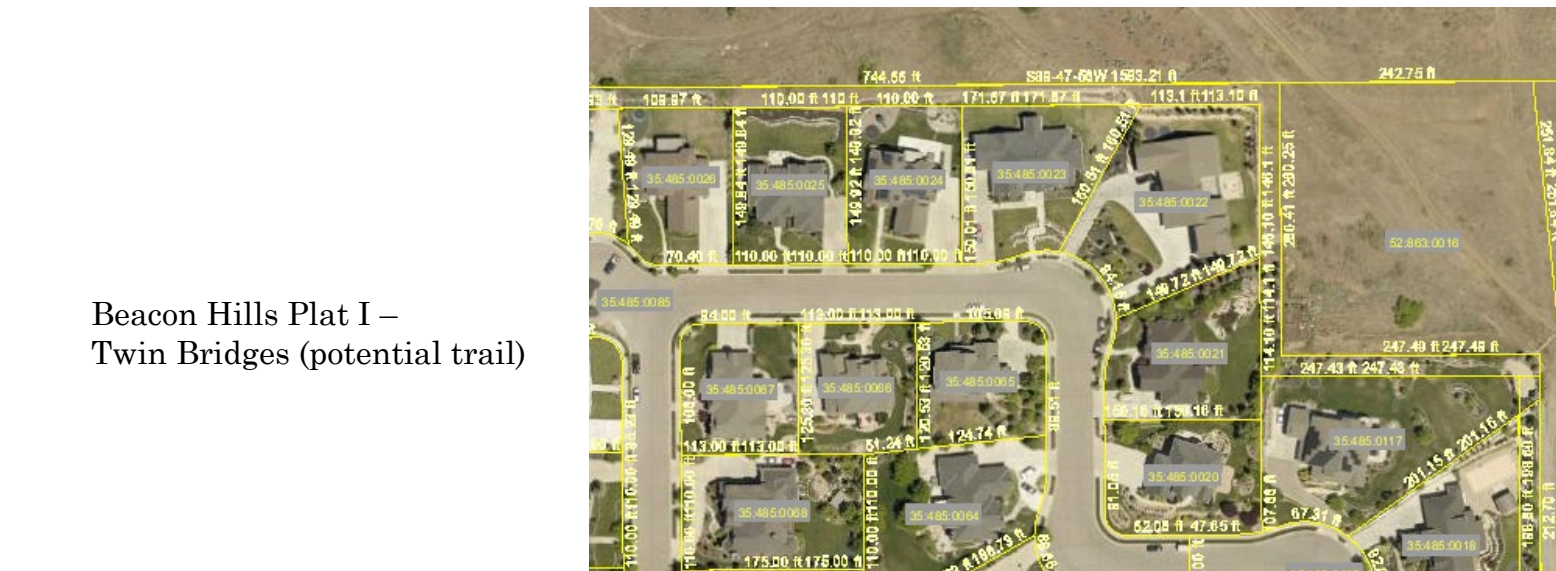
Highland Hollow Ph 3
(0.24 acres)





ATTACHMENT #2c (Trails):

View Pointe
(existing trail)



Beacon Hills Plat I –
Twin Bridges (potential trail)



Highland Hills (existing trail)



ATTACHMENT #2d (Parks, etc.):

Cemetery expansion property

Town Center Meadows



Beacon Hills Sports Park



CITY COUNCIL AGENDA REPORT

ITEM #11

DATE: August 2, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer
City Engineer/Public Works Director
SUBJECT: **Construction Contract:** Highland Glen Park Pavilion Improvements
TYPE: **ADMINISTRATIVE:** The Council is acting in an administrative body as outlined in the Municipal Code.

PURPOSE:

The City Council will consider entering into a contract with LGL Construction for improvements at the pavilion at Highland Glen Park. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

In a prior City Council meeting while discussing improvements at Highland Glen Park, Councilman Smith asked the question as to what can be done to address the missing rocks that have fallen off the pavilion wall.

BACKGROUND:

The Highland Glen Park pavilion located on the north end of the park has been in place since Highland City acquired the park from the Utah State Developmental Center several years ago. It is a popular place for residents of Highland to hold family reunions and parties. A new roof was installed several years ago to prevent further water damage to the structure. The rock veneer has slowly deteriorated over the years. The rock on the pillars and wall have slowly disappeared as a result of both weather and vandalism. Recently, many of the rocks have been removed from the site and staff is unable to locate them.

In an effort to find solutions, City staff reached out to several masons to attempt to locate a source for rocks that would match the structure. A source for the same rocks has not been located. In working with LGL Construction, we were informed this type of rock is no longer available. They proposed a solution to remove the wall located on the south portion of the pavilion and replace it with smaller pillars joined with a steel railing. The removal of the wall will allow for the rocks that are currently adhered to the wall to be salvaged. The rocks will be placed on the new pillars to match the existing structure (see attachment for drawing). The lower rocks visible from the exterior would remain and the railing would provide a safeguard for the falling hazard as the floor elevation is approximately 2-feet above the exterior grade at the wall location.

Given the lack of stone availability, the solution proposed by LGL appears to be the best

solution to keep the integrity of the original construction by using the rock resources that are available. Other potential solutions include replacing all rock at the pavilion with a newer stone or replacing the rock with another material such as stucco. Other options could include removal of the wall entirely and changing of the adjacent grade and improvements to limit the fall hazard.

FISCAL IMPACT:

The cost of this proposed project is \$16,995.00. Funding for this expense was not included in the FY23 Budget. As this expenditure was not included in the Budget, it will need to be funded by the Parks Capital Fund Balance GL 40-40-80 (Highland Glen Park Improvements) and will be included as part of the mid-year budget adjustments unless otherwise directed by the Council. Using \$16,995 from the Parks Capital Fund for this project would still allow enough funds for the Parks Bond payment as well as the planned funding for Mountain Ridge Park.

COUNCIL ACTION:

If the Council finds the solution proposed by LGL Construction to be acceptable, the Council should approve the bid. If the Council would like to seek other options, the Council will provide staff with further direction on additional ideas or concepts for repairs for the Highland Glen Park pavilion and deny the bid from LGL Construction.

MOTION TO APPROVE:

I move that City Council approve a construction contract with LGL Construction in the amount of \$16,995.00 for the repairs of the Highland Glen Park Pavilion.

MOTION TO DENY:

I move that City Council **DENY** the construction contract with LGL Construction. and City Council will provide City Staff with further direction for the repairs of the Highland Glen Park Pavilion.

ATTACHMENTS:

1. Bid and sketch of improvements
2. Pictures of pavilion

BID

Job: Highland Glen Park Pavillion

Date: 06/23/22

Customer:

Name Highland City
Address 5400 Civic Center Drive
City Highland State ut 84003
Contact Andy Spencer
Phone 801-367-4387

	Description		TOTAL
	<u>Base Bid:</u> Demoliton: - Remove old precast off of south pony wall. - Remove rock off of center part of south pony wall, and clean old mortar off of salvaged rock so it can be reused. - Demo CMU on center part of south wall to accommodate new pillars and steel railing. - Haul off debris. Construction: - On south wall lay 4 new CMU pillars with solid grout and rebar dowels epoxied into original foundation to support new steel railing. - Repair the loose mortar on exposed CMU at east end of south pony wall. - Lay salvaged rock on new pillars and exposed CMU at east end of south pony wall. - Repair loose mortar on existing rockwork where needed. - On south side lay new precast coping along top of pony walls, top of pillars, and top of foundation. - Install black powder coated steel railing between pillars on the south pony wall. ***I will put together a separate bid with options for painting the facia and installing rain gutter, downspouts, with ice and snow clips above the gutter.		\$ 3,950.00
			\$ 11,500.00
		SubTotal	\$ 15,450.00
	Profit	10.00%	\$ 1,545.00
		TOTAL	\$ 16,995.00

Thank you! Please call with any Questions, Gavin Wright 801-380-2830

HIGHLAND GLEN PAVILION

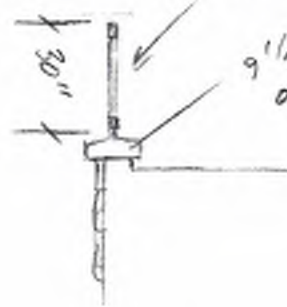


PILLARS



BETWEEN
PILLARS

IRON RAIL



9 1/2" WIDE CAPS
OVER FOUNDATION

NEW PRECAST
ON EXISTING PONY
WALL

4 NEW CMU PILLARS W/ RECLAIMED
ROCK VENEER, NEW PRECAST CAPS, AND
STEEL RAILING IN BETWEEN

