NEXT

HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, September 20, 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 Scott L. Smith
Pledge of Allegiance – Council Member Sarah D. Petersen

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. Constitution Week Proclamation – *Mayor Kurt Ostler*
Mayor Kurt Ostler will issue a proclamation declaring September 17-23, 2022 as Constitution Week.

b. Arts Council – *Shauna Larsen, Director*
Arts Council Director Shauna Larsen will give a brief presentation concerning the classes, programs, and activities sponsored by the Highland City Arts Council.

c. Highland Fling – *Miranda Doman, Civic Events Coordinator*
Civic Events Coordinator Miranda Doman will report on the 2022 Highland Fling.

d. Timpanogos Special Service District – *Brian Braithwaite, TSSD Board Member*
TSSD Board Member Brian Braithwaite will give a brief update concerning Timpanogos Special Service District.

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 *General City Management – Stephannie Cottle, City Recorder*
Regular City Council Meeting – August 2, 2022

b. **CONTRACT: Contract with Legislative Executive Consulting, LLC** *General City Management – Andy Spencer, City Engineer/Public Works Director*
The City Council will consider a contract with Legislative Executive Consulting, LLC for consultant services focused on grant and legislative support for a one (1) year term. The Council will take appropriate action.

c. **Agreement: Metropolitan Water District of Salt Lake & Sandy and Aberlour Development, LLC, and Highland City** *Land Use (Administrative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public meeting to consider a request by Aberlour Development, LLC, and the Metropolitan Water District of Salt Lake & Sandy, to enter into two cooperation agreements for the crossing of Inverness Road and municipal utilities. The Council will take appropriate action.

d. **RESOLUTION/AGREEMENT: Utah County Community Development Block Grant Program Interlocal Agreement Amendment** *General City Management – Stephannie Cottle, City Recorder*
The City Council will consider entering into an additional 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.

e. **ACTION: Final Plat – Ridgeview Plat I** *Land Use (Administrative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public meeting to consider a request by Ivory Development LLC for final plat approval of 17 cottage lots on 1.62 acres located at approximately Dorado Way and Elmfield Way. The Council will take appropriate action.

f. **ACTION: Final Plat – Ridgeview Plat J** *Land Use (Administrative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public meeting to consider a request by Ivory Development LLC for final plat approval of 23 cottage lots on 2.37 acres located at approximately Dorado Way and 10100 N. The Council will take appropriate action.

g. **ACTION: Final Plat – Ridgeview Park** *Land Use (Administrative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public meeting to consider a request by Boyer Ridgeview Commercial, L.C., for final plat approval for a 4.8 acre park located at approximately Featherstone Dr and Elmfield Way. The Council will take appropriate action.

4. **PUBLIC HEARING/ORDINANCE: RIGHT-OF-WAY VACATION - BEACON HILL THE HIGHLANDS PLAT G-3** *Land Use (Legislative) – Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public hearing to consider a request by Michael and Caroline Nehren to vacate approximately 400 square feet of right-of-way along Minots Ledge Drive in the Beacon Hill the Highlands Plat G-3 subdivision. The property in question is a small sliver of land behind the sidewalk, next to the Nehren's property. The Council will take appropriate action.

5. **DISCUSSION: SURF SOCCER** *General City Management – Erin Wells, Interim City Administrator*
The City Council will discuss the proposal by SURF Soccer regarding the Lone Peak soccer fields. This item is presented for discussion only. No formal action will be taken.

6. **ACTION: SITE PLAN - HIGHLAND GROVE PLAZA** *Land Use (Administrative) – Kellie Smith, Planner & GIS Analyst*

The City Council will consider a request by Jean Shoaee representing Seeg Office Highland LLC, for approval of a site plan for an office building located at approximately 10806 N 5400 W. The Council will take appropriate action.

7. **ORDINANCE: OPEN BURN AND RECREATIONAL FIRE REGULATIONS**
Municipal Code Update (Legislative) – Rob Patterson, City Attorney

The City Council will hold a public meeting to consider an amendment to two sections to the Municipal Code related to open burning and recreational fires. The Council will take appropriate action.

8. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

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

a. FY2022 General Fund Revenue Estimate – *Tyler Bahr, Finance Director*

b. Funding for Police Cars – *Tyler Bahr, Finance Director*

c. ACH Payments – *Tyler Bahr, Finance Director*

d. Sewer Fee – *Andy Spencer, City Engineer/Public Works Director*

e. Fence Materials – *Kellie Smith, Planner & GIS Analyst*

f. Future Meetings/City Events

- September 27, Planning Commission Meeting, 7:00 pm, City Hall
- October 4, City Council Meeting, 7:00 pm, City Hall
- October 12, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
- October 18, Work Session & City Council Meeting, 6:00 pm, City Hall
- October 20, Mountain Ridge Park Donor Reception, TBA, Alpine Country Club
- October 25, Planning Commission Meeting, 7:00 pm, City Hall

9. CLOSED SESSION

The City Council may recess to convene in a closed session to discuss items, 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 during this meeting.

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

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

Posted and dated this agenda on the 15th of September, 2022. **Stephannie Cottle, City Recorder**

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

HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, August 2, 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 Brittney P. Bills
Pledge of Allegiance – Mayor Kurt Ostler

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:01 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 Brittney P. Bills and those in attendance were led in the Pledge of Allegiance Mayor Kurt Ostler.

PRESIDING: Mayor Kurt Ostler

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

CITY STAFF PRESENT: Interim City Administrator Erin Wells, City Attorney Rob Patterson, City Recorder Stephannie Cottle, Planner/GIS Analyst Kellie Smith, City Engineer/Public Works Director Andy Spencer, Police Chief Brian Gwilliam, Deputy Fire Chief Jake Beck, Code Compliance Officer Brent Wallace, PI Superintendent Tayson Arnoldsen

OTHERS PRESENT: Jon Hart, Ernie John, Brian Kane, Morian Eberhard, Roger & Deanne Dixon, Carol & Jan Pearson, Mark S. Thompson, Kathryn Schramm, Holly Dixon, Cary Wise, Robin Wise, Liz Dixon, Eric Dixon, Eric Davenport

1. UNSCHEDULED PUBLIC APPEARANCES

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

Morian Eberhard discussed the City's fencing ordinance; he lives on Caddie Lane close to a tee box for the golf course and he has serious concerns about golf balls hitting and penetrating his home. He has met with a contractor about options they would recommend, and they have suggested using tall poles and golf netting to screen his property. This will protect his home and playground where his grandchildren play. He stated he has found cases where young children have been killed after being struck by a hockey puck, which would be very similar to a golf

ball. He has been working in his yard and has been scared of golf balls hitting him directly or ricocheting off his home. He would like the Council to consider an exception to the current fencing ordinance that would provide additional options for him and the neighboring six homes. He provided a packet of materials to Interim City Administrator Wells for her to provide to the Mayor and Council.

Council Member Smith stated he is familiar with the area and Mr. Eberhard's concerns, and he asked him if he has spoken with the Cedar Hills Golf Course. Mr. Eberhard answered yes and indicated they have set aside some money to patch homes damaged by golf balls, but they instructed him to call the City about his questions about fencing. He noted he is willing to bear the cost of installing the fence if he can simply get approval from the City. He stated he feels the net is unintrusive. He stated the contractor has installed the poles and he thought he had obtained a permit, but he has not. He needs approval before the net can be hung.

There was brief discussion among the Council, Mr. Eberhard, and City Attorney Patterson about any liability the golf course or a golfer has for causing damage to private property located off the golf course. Mr. Eberhard presented photographs of his home and the tee box that is aimed at his home to orient the Council to the issue concerning him.

Eric Davenport introduced himself as the applicant for the minor subdivision plat under agenda item eight; he thanked City staff for their assistance thus far in navigating the City's land use ordinances and application process.

2. PRESENTATIONS

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

Mayor Ostler reported that the City's long time City Administrator has been released from his position, though not for cause. He reported Assistant City Administrator Wells will be the Interim City Administrator and the position will be advertised soon. He thanked former City Administrator/Community Development Director Crane for his service after starting his employment as a City Planner. He also thanked Ms. Wells for stepping into the role at this time.

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.

Council Member Rodela stated that she is grateful to be the Council Member with the opportunity to recognize Roger Dixon; she spoke of her personal friendship with Roger and Deann Dixon and stated that Roger can be considered one of the founding fathers of the Highland City Library. He served on the City's Planning Commission and the Library Board when the new City Center was being planned. After a brief hiatus to serve a LDS Mission, he came back to the Library Foundation and to the Library Board; he served a second term as Chair from 2017-2021 and oversaw the creation of the children's room and the acceptance of the library as full member of the Northern Utah County Library Cooperative. He has worked diligently to create the Library Board bylaws and procedural documents. He has been an advocate and a voice of reason, and she thanked him for his service. She asked the Mayor and Council to join her in presenting Mr. and Mrs. Dixon with a token of the City's gratitude.

Mr. Dixon stated he has loved serving and he thanked the Mayor, Council, City staff, and his family for supporting him.

Council Member Smith stated that Mr. Dixon has always been a voice of reason for the Library and for the City at-large.

c. Beautification Committee Report – *Chairperson Cary Wise*
Chairperson Cary Wise will report on the recent activities of the Beautification Committee.

Beautification Committee Chair Cary Wise provided a report of the recent activities of the Committee relative to the community garden; there are 17 garden plots at the garden, and all are rented. The Committee has managed a 'yard of the month' program and the monthly winners are given a $25 gift card to Ace Hardware and two bags of mulch. He presented photographs of most recent 'yard of the month' award recipients. He also noted back-yard tours will be conducted during the Highland Fling celebration, on Thursday from 6:00 to 8:00 p.m.

Council Member Smith stated that in the past the beautification committee has managed weeding projects in the community, and he asked if that is still being done. Mr. Wise answered yes; there is a group that takes care of Larsen Park and the also work with the City's Parks Superintendent to identify areas in need.

Mayor Ostler thanked Mr. Wise for the information provided and thanked the beautification committee for their efforts and service to the community.

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.

Pressurized Irrigation Superintendent Arnoldson provided an update regarding current water conditions; he compared discharge rates for the last several months dating back to July 2021 and indicated that river flows are at 40 percent of normal levels. He stated the City has done a good job at conserving water; he presented a graph that identifies the reduction in water usage in 2022 when compared to 2020 and 2021. To date, residents have used 14 percent less water than in 2021 and 23 percent less than in 2020. With continued conservation, surface water and well water should be sufficient for 2022. Continued strategies for increasing public awareness of the drought and the need to reduce consumption include:

- Updating residents that their efforts are appreciated and have had tremendous results;
- Newsletter/website advertisements;
- Text/email/social media advertisements;
- Referring residents to water conservation websites.

There was brief discussion among the Council and staff regarding future projections regarding the drought conditions and things that individual property owners can do to assist in water conservation efforts.

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*

Council Member Scott L. Smith MOVED that the Council approve consent item meeting minutes from June 7, 2022.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

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.

Planner and GIS Analyst Smith reported on June 21, 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. 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. 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 addition 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)~~.

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. 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, staff has created visual aids that can be included in the ordinance to provide illustrative examples for readers. The visual aids identify layouts that would be permitted and not permitted.

Council Member Ball asked if it is correct that the ordinance amendment does not apply to perimeter measurements, but exclusively to parallel lines. Ms. Smith answered yes and clarified the manner in which measurements will be taken.

Council Member Smith asked if the proposed code change is a result of an accessory building that was built in his neighborhood; he assumes that the owner of that property is using the 'breezeway' stipulation to build an accessory building that is twice as big and tall as their home. This project has caused a great deal of stress in the City, but he has yet to see where and how the breezeway is attached. Ms. Smith stated that the City's building inspector has visited that property and found the footings have been poured for the breezeway that will connect the primary structure and accessory structure. There was brief discussion about the property referenced by Council Member Smith and the allowed maximum building height that will be imposed for future accessory structures.

Mayor Ostler opened the public hearing at 7:48 p.m.

There was no public comment.

Mayor Kurt Ostler closed the public hearing at 7:48 pm.

Council Member Kim Rodela MOVED 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".*

Council Member Sarah D. Petersen SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball Yes

DRAFT

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.

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.

Planner and GIS Analyst Smith explained 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. There are two 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.

The Planning Commission held a public hearing on July 26, 2022 and there was no public comment on the proposed amendment. The Planning Commission voted six to zero to recommend approval of version two of the proposed amendment. She then noted that 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.

Council Member Smith inquired as to the origination of the 500-foot radius measurement. Ms. Smith stated State Code requires cities to establish a radius for purposes of noticing for various types of land use applications; the City's radius has been 500 feet in the past, though other cities have established other wider radius measurements. Council Member Smith stated that the noticing radius has been a point of contention in the past as some have felt broader noticing would be more appropriate. He stated that if one of the noticing methods is being removed, it may be appropriate to expand the radius to ensure that more residents receive direct notification of a land use application that would impact them. He suggested a noticing radius of 750 or 1000 feet. Ms. Smith stated that she

understands the concern, but she provided a demonstration of the County's website, which is used to determine noticing requirements based upon the 500-foot radius; while 500 feet may sound small, it usually results in noticing of upwards of 20 property owners. Council Member Smith stated that would be in the case of a more dense residential area. Mayor Ostler agreed and stated that fewer people would be noticed in a more rural area. The Mayor, Council, and Ms. Smith experimented with the County's website to determine noticing impacts in rural areas of a 750- or 1000-foot radius were used. Council Member Ball suggested employing other notification methods, such as email notification, for certain types of land use applications. Ms. Smith stated that residents can sign up for email or text notifications for various types of notices in the City, but the matter before the Council applies to mailed notifications of land use applications. The Council debated the appropriate noticing radius and Council Members Smith and Rodela both communicated support of a 750-foot noticing radius.

Mayor Ostler opened the public hearing at 8:02 p.m.

Kathryn Schramm referenced a recent land use application for the Johnson house and property; she has visited with her neighbors and has found that those that did receive the letter threw them away and she does not think that letters are helpful. She would appreciate an email notification of a land use application, it seems as if people do not read hard copy documents that are sent to them.

Mayor Ostler stated that Ms. Schramm has served on the City Council in the past and he asked her opinion about the proper noticing radius for land use applications, to which Ms. Schramm answered 330 feet; she stated that if people are interested in a matter, they will provide input regardless of whether they receive a written letter .

Eric Davenport stated he serves on the Utah Housing Gap Coalition, and they are exploring opportunities for improving housing affordability and access. There are findings that some fees charged in municipalities are increasing home costs by several thousand dollars and he cautioned the Council against making any changes that will further increase costs for developers. He stated that he supports transparency and open communication with residents, but if noticing requirements will increase overall costs associated with a development, those costs will be passed on to home buyers.

Mayor Ostler closed the public hearing on 8:09 p.m.

Council Member Smith stated that the City does not have much high-density development and developers have not experienced increased costs for sending more notices to impacted property owners in a more dense area; however, he has heard many complaints in the past about a lack of transparency when residents are not notified of a land use application that could impact them. He would still like to increase the radius to 750 feet, and he does not think the cost associated with that change is too drastic.

Council Member Scott L. Smith MOVED 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 as well as increase the radius from 500'to 700' for notification and transparency.

Council Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

6. ACTION: 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.

City Attorney Patterson explained 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 two 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 covenants, conditions, and restrictions (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 pressurized irrigation (PI) impact fee charged because their actual usage is far less than a fully landscaped, two-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.

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

Council Member Ball asked how the agreement would be tracked and enforced. Mr. Patterson stated it would be similar to the enforcement of other encroachment agreements in the City. This led to high level discussion among the Council and staff regarding the difficulty in enforcing encroachments and landscaping agreements in the future.

Council Member Smith stated that he supports the exception and reduction of the impact fee, but he would like for the applicant to develop a more sophisticated and detailed landscape plan. Brian Kane stated that the HOA for his subdivision is very restrictive, and his plan abides by those restrictions, but he never intended for the current landscape plan to be publicly viewed as it was for example purposes only. He stated that he will be working with a landscape professional to create a landscape plan that will be submitted to the HOA Board for approval. This is the last lot in the Bull River area and the back portion has a stream with quite a bit of land on the other side of the stream. Council Member Smith stated he understands Mr. Kane's position and noted that his comments were

based on the fact that there have been residents who have 'pushed the limits' of existing ordinances and policies; he is apprehensive based upon past experiences. Mr. Kane stated he understands that but indicated he has negotiated the agreement in good faith and fully intends to abide by the agreement.

Continued discussion among the Mayor, Council, staff, and the applicant centered on past precedent that has been set for this type of issue, with a focus on the need to thoroughly document these types of agreement and record the documents against the property to ensure that a future owner is aware of and will abide by the agreements that have been made.

Council Member Sarah D. Petersen MOVED that City Council approve the Impact Fee Agreement for Lot 10b of the Bull River Subdivision.

Council Member Kim Rodela SECONDED the motion.

Council Member Smith stated he is comfortable voting to approve the impact fee reduction and agreement based upon the fact that the applicant has agreed to stipulations that will provide buffering for landscape improvements and costs.

The vote was recorded as follows:

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

The motion passed 5:0.

7. 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.

City Engineer/Public Works Director Spencer explained 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. 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. The Fiscal Year (FY) 2023 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. 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.

Ernie John, President and Water Master of the American Fork Irrigation Company, spoke to the work done by the Debris Basin Committee and efforts to secure funding to facilitate groundwater recharge.

Council Member Smith stated that it seems that this arrangement is sensible in a dry year, but given recent dramatic inflation, he is apprehensive about the bids that will be submitted for this project. Additionally, there has been discussion about creating a secondary recharge area near the mouth of the canyon and this is the first he has heard of the need to recharge the aquifer. He suggested expanding the recharge area rather than building a new one. Mr. John stated the money that is allocated is for a different location and that funding cannot be co-mingled with other sources. He added that all recharge areas will be needed if the service area is going to continue to develop. A study that has been done to identify ongoing needs to keep pace with growth. Mr. Spencer added information about the difference between recharge areas and wells; two facilities are needed to operate differently and independently from one another. The facilities are complimentary of each other but serve different functions.

High level discussion among the Mayor, Council, staff, and Mr. John centered on past projects that have been completed and the basis for those projects. Mr. John expounded on ongoing planning efforts for additional projects that are needed responsive to the rapid growth of the area. Mr. Spencer and Pressurized Irrigation Manager Murdoch discussed historical water events that have created a great deal of debris that has created safety concerns for the City. This project will allow for effective and clearing of the debris basins.

Council Member Rodela asked if American Fork and Cedar Hills have already approved and signed the agreement. Mr. Spencer answered yes. Council Member Rodela stated that the Council has heard that the project is needed for the safety of residents and City staff; additionally, the Council has included funding for the project in the City budget and she is comfortable proceeding. Council Member Smith stated he is concerned about the cost estimate, and he does not feel that $240,000 per City will be sufficient. Mr. Spencer stated that the initial estimate came from the design engineers for the project; they have already revised their original estimate to take inflation into account. Language can be included in the bid document indicating an escalation/de-escalation clause will be included in the agreement document. Mayor Ostler added that the agreement identifies an administrative board that will evaluate bids for the project; Mr. Spencer serves as the City's representative on that administrative board and will report back to the Council if bid amounts exceed the amount that has been identified for the project. Mr. Spencer stated that is the intent; he will come back to the Council if the bid amounts are excessive.

Council Member Scott L. Smith MOVED that City Council approve the 2022 Debris Basin Project Interlocal Cooperation Agreement and authorize the Mayor to sign the document with the following stipulation that any cost overruns be brought to the Council for discussion and approval.

Council Member Bill suggested that a specific percentage of cost overrun be specified in the motion language. Interim City Administrator Wells clarified the City's purchasing policy indicates that any cost overrun of 10 percent, or $10,000, whichever is less should be presented to the Council for consideration. Council Member Smith stated he would like any cost overrun to be presented to the Council for this project.

There was no SECOND. Motion withdrawn.

Council Member Sarah D. Petersen MOVED that City Council approve the 2022 Debris Basin Project Interlocal Cooperation Agreement and authorize the Mayor to sign the document and allow for the normal overage following the City's purchasing policy.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

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.

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

Council Member Scott L. Smith MOVED 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 (JVWCD), the United States Bureau of Reclamation (USBR), and Central Utah Water Conservancy District (CUWCD).*

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Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

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.

Planner and GIS Analyst Smith explained 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. 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:

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.

Ms. Smith noted staff believes option two provides more parking than option three. However, as option three is phase one of the final parking layout, it would get visitors used to the final planned flow and configuration in that area. If the City Council is amenable to allowing a change, staff would recommend option three.

Council Member Peterson asked if option three is a temporary option, to which Ms. Smith answered yes and noted the work to be completed eventually will be the same as the original approval.

Mayor Ostler noted that the Council is expecting option one eventually, but he asked why the necessary work cannot be completed now to provide that option at this time. Dan Schmidt of WPI stated that there are specific stipulations surrounding traffic flow and parking configuration for the Wendy's restaurant. He is working with that entity to address reconfiguration to ensure that option one is eventually completed. Ms. Smith added that staff's recommendation is based on the idea that phasing the improvements will help drivers to adjust to the changes incrementally. This led to high level discussion among the Mayor, Council, staff, and Mr. Schmidt

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regarding parking and driving habits in the project area; they ultimately concluded to support staff's recommendation and encouraged WPI to proceed as quickly as possible with complying with option one and the original approvals for the project.

Council Member Kim Rodela MOVED that the City Council approve Option 3 for the parking configuration south of Wendy's.

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	*No*

The motion passed 4:1.

Mr. Schmidt then reported on leases that he has been working on for the spaces in the project; this included retail/commercial users, medical users, and office space users.

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.

Planner and GIS Analyst Smith explained 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 19, 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 2 meeting for staff to receive direction on which areas to begin with enforcing encroachment. The City Council may consider the following when prioritizing certain neighborhoods with encroachments:

- 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.

Mayor Ostler stated he has spoken with staff at length about this issue and he wants to address each subdivision individually and move slowly with this process. He asked if the Council has ideas about which subdivision should

be addressed first and noted he recommends the Highland Hollows Subdivision because it has a great deal of conservation easement space and several areas have been landscaped.

Council Member Smith stated he has suggested that those areas that will be easier to deal with are focused upon first; this will give staff the opportunity to learn what is working best in areas where there may not be as much contention as others. The Mayor and Council then engaged in high level philosophical discussion and debate regarding prioritization of encroachment enforcement; they concluded to direct Council Member Bills to work with Interim City Administrator Wells to identify a prioritization list, starting with the Highland Hollows Subdivision.

City Attorney Patterson noted he has spoken with the County about the issue, and they will not charge the City for recording maintenance or encroachment agreements against properties. Administration needs direction from the Council regarding whether maintenance agreements will terminate when someone sells their property of if they will continue through transfer of the title. Council Members Smith, Rodela, and Ball indicated that they would like the agreement to be continuous and transfer with title for a property.

Council Member Kim Rodela MOVED that the City Council direct staff to prioritize the following encroachments: Highland Hollows and then continuing with Council Member Bills providing a prioritization list to staff.

Council Member Sarah D. Petersen 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.

Interim City Administrator Wells explained the Municipal Code outlines encroachment policies and there will be amendments to those ordinances to ensure they are in line with policy amendments. Such recommendations will be provided to the Council in future meetings.

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.

City Engineer/Public Works Director Spencer explained that 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. 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

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adhered to the wall to be salvaged. The rocks will be placed on the new pillars to match the existing structure. 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. 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 (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 Member Smith thanked staff for their response to his request; there has been discussion about fixing this pavilion for years and he likes the option that has been identified.

Council Member Scott L. Smith MOVED 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.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

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*

City Engineer/Public Works Director Spencer facilitated a review of the City's Trail Maintenance Plan, which was adopted in 2021, but is based upon 2020 prices and trail conditions. Some maintenance has been done, but it would be appropriate to update the plan to include new pricing and trail conditions.

b. Dry Creek Circle – *Andy Spencer, City Engineer/Public Works Director*

City Engineer/Public Works Director Spencer reported on the status of the Dry Creek Circle sewer project, which has been very impactful. He would like to communicate to residents that the City understands how impactful the project has been and will continue to be for them and thank them for their patience and willingness to be flexible with the City as the project continues.

c. Highland Fling Update – *Mayor Kurt Ostler*

Mayor Ostler provided an update on the upcoming Highland Fling celebration; he reviewed the schedule of events, with a brief focus on those events that require Council involvement.

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d. Fee for Highland Glen Park - *Scott L. Smith*

Council Member Smith stated that there are many non-residents who are using the Highland Glen Park and he asked the Council to consider establishing a fee for non-resident usage. The revenues generated by the fee could be used to upgrade and maintain the park. The Mayor and Council briefly discussed the proposal and concluded they would like to know what other cities are doing with similar situations. Council Member Smith stated that he will conduct some research on that matter.

e. 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.

At 10:20 pm Council Member Scott L. Smith MOVED that the City Council 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.

Council Member Brittney P. Bills 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 unanimously.

Council Member Scott L. Smith MOVED to adjourn the CLOSED SESSION and Council Member Sarah D. Petersen SECONDED the motion. All voted in favor and the motion passed unanimously. All voted in favor and the motion passed unanimously.

The CLOSED SESSION adjourned at 12:03 am.

ADJOURNMENT

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

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The meeting adjourned at 12:03 am.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on August 2, 2022. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle
City Recorder

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AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3b

DATE: September 20, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, Public Works Director/City Engineer

SUBJECT: **CONTRACT:** Contract with Legislative Executive Consulting, LLC

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider a contract with Legislative Executive Consulting, LLC for consultant services focused on grant and legislative support for a one (1) year term. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On September 6, 2022, Council indicated a majority support to move forward with a contract with Legislative Executive Consulting, LLC.

BACKGROUND:

The City has learned of a pending grant from the State of Utah, based upon ARPA funding, through which the City has the opportunity to receive up to one-million dollars ($1,000,000) of assistance towards our pending water project. The grant program requires a fifty-percent local match of the total project cost.

The City is considering hiring David Stewart of Legislative Executive Consulting, LLC to represent the City's in State legislative matters and assist with grant applications. The contract is for one-year. During that year, Mr. Stewart will also represent the City in locating additional grant applications relative to his expertise and other matters of legislative concern to the City.

FISCAL IMPACT:

The cost of this service is $100,000. for a year's contract. Funding for this expense was not included in the FY23 budget under GL 55-40-31, Water Engineering and Professional Services. As this expenditure was not included in the budget, it will need to be funded by the water enterprise-fund balance and will be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

STAFF RECOMMENDATION:

Staff recommends approval of the contract.

MOTION TO APPROVE:

I move that City Council approve a contract with Legislative Executive Consulting, LLC in the amount of $100,000 and authorize the Mayor to sign the contract document, and direct staff to prepare a mid-year budget adjustment to the water enterprise fund as detailed in the staff report.

ATTACHMENTS:

1. Contract

CONSULTING AGREEMENT

This Consulting Agreement (this "*Agreement*") is entered and effective this 1st day of August 2022, by and between _____ ("*Client*") with principle offices located at _____, and Legislative Executive Consulting, LLC with principle offices located at 11671 Granite Flats Rd., Highland, UT 84003 ("*Consultant*").

(1) SCOPE OF WORK. Consultant is knowledgeable in work to be performed by Consultant. The Scope of Work to be performed by Consultant is set forth in *Exhibit A* to this Agreement incorporated herein by this reference. This Agreement may be amended only by written instrument signed by both the authorized representatives for Client and the Consultant. Consultant is an independent contractor with respect to the work provided to Client.

(2) AUTHORIZATION TO PROCEED. Execution of this Agreement by the authorized representatives of Client and Consultant will serve as authorization for the Consultant to proceed with the services called for in this Agreement.

(3) PAYMENT OF FEES. Consultant shall invoice Client for services performed for Client under this Consulting Agreement at the rates specified in *Exhibit A*. Each invoice shall be itemized and have an invoice number. Consultant will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage; and will make all appropriate unemployment tax payments. All payments due to Consultant are due 15 days from date of Client's receipt of invoice. Consultant shall not invoice more frequently than once per month.

(4) OWNERSHIP OF DOCUMENTS. All documents including notes, drawings, and reports generated by the Consultant under this Agreement are the property of Client. Any reuse by Client without written authorization from the Consultant will be at Client's sole risk and without legal or liability exposure to the Consultant. Consultant may not use the work product for any other client or purpose without the express written consent of Client.

(5) CONFIDENTIALITY Consultant acknowledges that it will have access to Client information that is confidential and proprietary including, without limitation, the existence and terms of this Agreement and any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of Client, its Affiliates, or their suppliers or customers, in each case whether spoken, printed, electronic, or in any other form or medium (collectively, the "***Confidential Information***"). Consultant agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Client in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the services Consultant is required to perform hereunder. Consultant shall notify Client immediately in the event it becomes aware of any loss or disclosure of any Confidential Information. If Consultant makes a disclosure contrary to the provisions of this Section, Client shall have the right, without prejudice to any other rights or remedies it may have hereunder or otherwise, to terminate this Agreement effective immediately upon notice to Consultant. This obligation shall be of a continuing nature

and shall survive the expiration, suspension or termination of the Agreement. In the event Consultant is compelled by law or judicial or administrative process to disclose any such Confidential Information, it shall give prior notice of such disclosure to Client and shall cooperate with Client's efforts to avoid or minimize the extent of the required disclosures. Client shall be entitled to seek injunctive relief for any violation of this Section. Confidential Information shall not include information that: is or becomes generally available to the public other than through Consultant's breach of this Agreement; or is communicated to Consultant by a third party that had no confidentiality obligations with respect to such information.

(6) CONFLICT OF INTEREST. Consultant agrees to advise Client prior to undertaking services for any other company whose interests are known, or could reasonably be believed to be, adverse to the interests of Client.

(7) INDEMNITY. Consultant will indemnify, defend and hold harmless Client and its agents, directors, officers and employees from and against all suits, losses, damages, causes of action or claims (including attorneys' fees and costs) arising from Consultant's breach of any obligation in this Agreement or any error, omission or negligent act of Consultant or any person employed by Consultant or acting on Consultant's behalf. Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Consultant.

(8) TERM. The term of this Consulting Agreement shall be for the base period stated in *Exhibit A*. This Agreement shall terminate at the end of the base period unless Client extends the term of the Agreement in writing.

(9) NOTICES/APPROVALS. All notices and approvals required under or because of this Consulting Agreement shall be in writing and shall be deemed given when sent to each party's authorized representative as follows:

Client	Consultant
	Legislative Executive Consulting, LLC David Stewart, President 11671 Granite Flats Rd. Highland, UT 84003
Telephone: Email:	Telephone: (801) 910-3936 Facsimile: (801) 763-8160

(10) CHOICE OF LAW AND REMEDIES. This Consulting agreement is made and shall be enforced pursuant to the laws of the State of Utah. The parties agree that monetary damages alone would not be sufficient remedy for any breach of this Agreement and each party, in addition to monetary damages, shall be entitled to specific performance and injunctive relief as remedies for any such breach. Additionally, the prevailing party in any judicial proceeding shall be entitled to recover from the other its/his/her reasonable costs and expenses, including attorney's fees. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

(11) EQUAL OPPORTUNITY. Consultant shall comply with Equal Employment Opportunity as provided by Executive Order 11246.

(12) SEVERABILITY AND SURVIVAL. Should any part of this Consulting Agreement by found to be void, voidable or unenforceable, such void, voidable or unenforceable provision shall be deemed severed from this Agreement and shall not affect the remainder of this Agreement. The provisions of Sections 4, 5, 6, 7, 10, and 12 shall survive the termination of this Agreement for a period of one (1) year from any such termination.

(13) ASSIGNMENT. Client shall have the right to assign this Consulting Agreement to its successors or assigns and all covenants and agreements hereunder will inure to the benefit of and be enforceable by or against its successors or assigns. The rights and obligations of Consultant under this Agreement are personal to Consultant, and no such rights, benefits, or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

This Agreement entered as of the date written above.

Client	**Consultant**
	Legislative Executive Consulting
_____	_____
Print Name:_____	Print Name: _____
Title : _____	Title:_____

Exhibit A

Scope of Work to Be Performed

1. **Scope of Work.** Consultant shall perform the following services as requested by Client:

    A. Consultant will work with the client to develop an application for the ARPA grant program.
    B. Consultant will work with the governors office of economic opportunity to see the grant through the funding process.
    C. Consultant will monitor other grant programs and make client aware and then assist in the navigation of the additional grants.
    D. Consultant will work during the 2023 legislative session on policy issues the city and consultant agree are a priority.
    E. Consultant will assist client in identifying and developing applications for additional grants as identified during the work term.
    F. Consultant shall consult and advise client on potential legislative issues.

2. **FEES**

A retainer of $100,000 will be paid monthly at a rate of $8,333.333 upon the receipt of invoices.

3. **TERM**

This Agreement shall be effective from October 1, 2022 through September 30, 2023. The length or terms of the contract can be extended or amended with agreement from both parties.

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3c

DATE: September 20, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith, Planner & GIS Analyst

SUBJECT: **ACTION:** Cooperation Agreements between Metropolitan Water District of Salt Lake & Sandy, Aberlour Development, LLC, and Highland City

TYPE: **LAND USE (ADMINISTRATIVE)**

PURPOSE:

The City Council will hold a public meeting to consider a request by Aberlour Development, LLC, and the Metropolitan Water District of Salt Lake & Sandy, to enter into two cooperation agreements for the crossing of Inverness Road and municipal utilities. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On July 5, 2022, the City Council approved the final plat for the Aberlour Subdivision. Two of the stipulations were as follows:

5. *A cooperation agreement will be entered into by the developer, the City, and the Metropolitan Water District of Salt Lake & Sandy for the road crossing over the District's property before the plat can be recorded.*
6. *A cooperation agreement will be entered into by the developer, the City, and the Metropolitan Water District of Salt Lake & Sandy for the utility crossing over the District's property before the plat can be recorded.*

BACKGROUND:

The Metropolitan Water District of Salt Lake & Sandy (Metro) requires that a final plat be approved before they enter into agreements to allow for the crossing of roads and utilities on their property. Separate agreements are required for the road and utilities. After the City Council approved the final plat, the Metro drafted and sent the agreements to the City. The City Attorney reviewed and approved each agreement.

The road and utility crossing allow Highland to provide road and utility access to the six (6) lots on the other side of the Metro property in the Aberlour Subdivision.

Each public utility company that crosses over the Metro will also be required to enter into similar agreements.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Staff recommends the City Council **APPROVE** both cooperation agreements between the Metropolitan Water District of Salt Lake & Sandy, Aberlour Development LLC, and Highland City, for the purpose of crossing over the Metro's property with Inverness Road (a public road) and the municipal utilities to service the east side of the Aberlour Subdivision.

MOTION TO APPROVE:

I move that City Council **APPROVE** both cooperation agreements between the Metropolitan Water District of Salt Lake & Sandy, Aberlour Development LLC, and Highland City, for the purpose of crossing over the Metro's property with Inverness Road (a public road) and the municipal utilities to service the east side of the Aberlour Subdivision.

ATTACHMENTS:

1. Cooperation Agreement - Road
2. Cooperation Agreement – Utilities (water, sewer, and pressurized irrigation)
3. Aberlour Final Plat

When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

Application No.: S-20-1435a
Version: 12-11-19

PARCEL NO.: 110240702

COOPERATION AGREEMENT FOR NON-DISTRICT USE OF DISTRICT LANDS AND INTEREST IN LANDS

(SLA)

THIS COOPERATION AGREEMENT ("Agreement") is entered into effective this _____ day of _____, 2022, between Metropolitan Water District of Salt Lake & Sandy ("District") and Aberlour Development, LLC, a Utah limited liability company ("Applicant") and Highland City ("City").

AGREEMENT PURPOSES

District owns and operates the Salt Lake Aqueduct ("SLA") Corridor and certain improvements located within or on the SLA Corridor. (As used in this Agreement "improvements" is intended to include all manner of works, equipment, facilities and infrastructure.) District is a political subdivision of the State of Utah responsible for transporting and treating public water, and as such District is engaged in protecting the SLA, SLA Corridor, District improvements and operations, and District water.

The facilities to be constructed by Applicant described below are to be dedicated to City. Upon acceptance of that dedication, City will succeed to all of the rights and responsibilities of Applicant under terms of this Agreement.

Applicant has requested permission for the non-exclusive use described below of that portion of the SLA Corridor also described below. District is willing to permit the described use of the described portion of the SLA Corridor, without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, District specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of the SLA Corridor for the intended use by Applicant.

District owns portions of the SLA Corridor in fee, and holds easements in other portions. This Agreement is intended to document the fact that Applicant's described use of the described portion of the SLA Corridor is acceptable to District and consistent with District policies. Applicable District policies are available to Applicant for review.

This Agreement grants a non-exclusive right to Applicant for only those uses of the SLA Corridor described herein. District has no authority to grant Applicant any right of use that is valid as against others who have title interests in the SLA Corridor lands in question, and this Agreement does not purport to do so. For example, where District holds an easement, any use by someone other than the fee title holder likely requires the consent of the fee title holder, which District cannot give and does not purport to give. Nor does this Agreement purport to satisfy any legal requirement other than District policies. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. District has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

I. APPLICANT'S USE OF SLA CORRIDOR.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect District improvements; or 2) introduce any substance into District improvements or water; or 3) adversely impact in any respect District's operations.

(A) Description of Applicant's Use of SLA Corridor:

Applicant is constructing the Aberlour Subdivision to be located in Highland, Utah. The subdivision borders the SLA Corridor on both the east and west. One 56-feet wide roadway, including curb, gutter, and sidewalk, known as Inverness Road will cross the SLA Corridor as shown on Exhibit A. The Inverness Road improvements shall be owned and maintained by the City and may be used by the general public for egress and ingress across the SLA Corridor. All road maintenance, including snow removal, shall be the responsibility of City. The portion of Inverness Road that crosses the SLA Corridor shall not be subject to the City's franchise agreements. All other uses, including utilities shall require a separate cooperation agreement with the District prior to construction. The District maintains the exclusive right to license any utilities in the roadway.

(B) Term:

Perpetual. District has the right to modify risk and insurance requirements consistent with its then-usual practice for other agreements regarding use of the SLA Corridor every twenty-five years after reasonable efforts to consult with City.

(C) Location by Stationing:

Approximate SLA Station 1105+79.

(D) Legal Description of SLA Corridor Lands Applicant Will Be Using:

The basis of bearings for the following description is South 89°49'50" West from the Southeast Corner to the South ¼ Corner of Section 25, Township 4 South, Range 1 East, Salt Lake Base & Meridian.

Beginning at a point on the southwesterly boundary of Metropolitan Water District of Salt Lake & Sandy property located South 89°49'50" West 1333.70 feet, North 550.62 feet and North 48°12'45" West 430.15 feet from the Southeast Corner of said Section 25; thence North 41°47'15" East 106.00 feet to the beginning of a curve concave southerly, said curve has a radius of 19.00 feet; thence easterly along said curve through a central angle of 90°00'00" an arc distance of 29.85 feet to a point of cusp along the northeasterly boundary of Metropolitan Water District of Salt Lake & Sandy property; thence North 48°12'45" West 94.00 feet along the northeasterly boundary of the Metropolitan Water District of Salt Lake & Sandy property to a point of cusp with a curve concave westerly, said curve has a radius of 19.00 feet, to which a radial line bears North 41°47'15" East; thence southerly along said curve through a central angle of 90°00'00" an arc distance of 29.85 feet to a point of tangency; thence South 41°47'15" West 106.00 feet to a point along the southwesterly boundary of the Metropolitan Water District of Salt Lake & Sandy property; thence South 48°12'45" East 56.00 feet along the southwesterly boundary of the Metropolitan Water District of Salt Lake & Sandy property to the Point of Beginning.

Containing 7,154.94 square feet, more or less.

(E) Legal Description of Applicant's Property Benefited by this Agreement to Which the Rights and Responsibilities of Applicant Shall Run:

Not applicable.

(F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Exhibit A: Aberlour Subdivision plat
Exhibit B: Grading & Drainage Plan, C.304
Exhibit C: Highland City Details, D.104

II. REIMBURSEMENT OF COSTS.

(A) In the event that Applicant is required to reimburse District for costs pursuant to this agreement, Applicant shall reimburse District for all costs reasonably incurred by District within thirty (30) days of mailing of an itemized invoice from District for such costs.

(B) If Agreement authorizes Applicant improvements which provide a public utility service, or similar public service, and except in times of emergency, removal or correction work will be accomplished by District with an appropriately skilled and licensed contractor, and reasonable steps will be taken to minimize disruption of public service.

III. WORK.

(A) Applicant warrants and agrees that no earthwork, construction work or other work performed by or for Applicant on the SLA Corridor or close enough to the SLA Corridor to present risk to District improvements or operations will take place except as expressly described in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

(B) Applicant warrants that all earthwork, construction work and other work will:

(i) strictly comply with plans and specifications approved in writing by District;

(ii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(iii) be performed by skilled, experienced, competent and properly licensed contractors and workers;

(iv) be conducted in a timely, careful, safe, workmanlike and professional manner;

(v) be conducted so as not to damage District improvements;

(vi) be consistent with *District Standard Specifications*, as they may from time to time change. *District Standard Specifications* are available to Applicant for review, and are incorporated herein by reference.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also reasonably require inspection or testing by others of any work or materials. District shall have the right to stop work and require correction of any work, or replacement of any materials, which in its reasonable judgment does not comply with any term or condition of this Agreement. If, after notice from District which is reasonable under the circumstances, Applicant fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by District, or its contractor, and Applicant shall reimburse District as described in Article II. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by District is intended to be for the benefit of Applicant, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

IV. ASSUMPTION OF AGREEMENT BY CITY.

Upon the date of acceptance of the road by City following construction, or upon the expiration of two years from the date of this Agreement, whichever occurs first, City specifically agrees that City shall succeed to and assume all of Applicant's rights, responsibilities, obligations and duties under the terms of this Agreement, including all defense, indemnity, and insurance provisions.

V. MAINTENANCE OF APPLICANT'S IMPROVEMENTS.

(A) All of Applicant's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, shall be maintained in a condition which:

(i) is reasonably satisfactory to District;

(ii) does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve or modify the SLA, SLA Corridor or any District improvements for District's purposes, as those purposes may from time to time change;

(iii) is reasonably safe and attractive;

(iv) complies with all applicable codes, ordinances, other legal requirements, as well as generally recognized written trade and industry standards and recommendations; and

(v) complies with all applicable written policies of District including, but not limited to, *District Policies and Procedures* and *District Standard Specifications* as those policies and specifications may change from time to time.

(B) District may from time to time and as is reasonable have any or all of Applicant's improvements which are on the SLA Corridor inspected by qualified professionals. Applicant shall reimburse District as described in Article II above.

(C) If after notice from District that is reasonable under the circumstances, Applicant fails to correct any unacceptable condition of any of Applicant's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, correction may be accomplished by District, and Applicant shall reimburse District as described in Article II above.

VI. COSTS ADVANCED.

Applicant agrees to pay the sum of $1,500.00 to District to cover some or all of the costs to District for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and administration of this Agreement. Applicant further agrees to pay the sum of $21,686.61 to District at the time of

the signing of this Agreement for those uses described in I(A) of District lands. Applicant further agrees to reimburse District for any additional costs which District reasonably incurs as a result of Applicant's use of the SLA Corridor or enforcement of this Agreement.

VII. RIGHTS RESERVED.

(A) Any and all rights of Applicant under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of District and District Trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the SLA Corridor and any District improvements or operations. To the extent Applicant's use of the SLA Corridor increases the cost of District's exercise of its rights, Applicant may be required to reimburse the District as described in Article II above.

(B) District will make reasonable efforts to provide reasonable advance notice to Applicant of any work District reasonably recognizes as materially adverse to Applicant's authorized use of the SLA Corridor. District may implement electronic notice procedures. Applicant will be responsible to timely provide District with current contact information. Applicant accepts all risks that any or all of Applicant's improvements installed on the SLA Corridor may be modified, destroyed or reconstructed at Applicant's sole cost and expense to accommodate District's exercise of District rights to use the SLA Corridor. This provision is not intended to provide District with new or additional property rights to use the SLA Corridor.

(C) District reserves the right to issue additional licenses or permits for uses of the SLA Corridor. District will not provide a conflicting license without a finding that doing so is necessary for public purpose after reasonable efforts to notify the Applicant. District will make reasonable efforts to provide advance notice that is reasonable under the circumstances to Applicant of additional licenses that District reasonably recognizes may be temporarily or permanently disruptive to Applicant's authorized use of the SLA Corridor. District may implement electronic notice procedures. It is acknowledged that District claims no right to grant permission for uses of the SLA Corridor except as to District's interests in the SLA Corridor. For example, where District holds only an easement for the SLA, District could not grant permission for uses by others that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights for licensing third party uses of the SLA Corridor.

(D) District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with Applicant's works or improvements as a result of the exercise by District of any of its rights.

(E) It is acknowledged that the District may support the construction of public, non-motorized trails on the SLA Corridor by public entities other than the District. It is acknowledged that District claims no right to grant permission for the construction or use of a public trail except as to District's interests in the SLA Corridor. For example, where District holds an easement District could not grant permission for public trail uses that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights to authorize trail uses.

(F) All reservations of rights by District under this Agreement are in addition to any and all other rights which District may have by operation of law or otherwise.

VIII. CONTRACTORS, INSURANCE, BONDS.

Applicant shall be jointly and severally liable for any act, fault, error, omission or non-compliance with this Agreement by Applicant or any of Applicant's contractors, employees or subcontractors. Applicant warrants that all persons or entities performing earthwork or construction work on the SLA Corridor on behalf of Applicant will provide insurance and bonds in strict compliance with Exhibit D attached hereto and incorporated herein. Applicant, itself, shall maintain a broad form general liability policy of insurance in a form reasonably acceptable to the District in strict compliance with Exhibit D.

IX. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify and hold District and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that District was at fault in allowing Applicant's use of the SLA Corridor; or (ii) alleging that District was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control Applicant's use of the SLA Corridor, or (iii) alleging that District knew of, should have known of, or had constructive knowledge of a dangerous condition created by Applicant or any employee, agent or contractor of Applicant; or (iv) alleging District is vicariously liable for acts or omissions of Applicant or any employee, agent or contractor of Applicant (under the Peculiar Risk Doctrine or otherwise), or (v) challenging in any manner Applicant's use of the SLA Corridor. This defense and indemnity obligation is not intended to hold District or its officers, trustees, or employees harmless from any claim that is not derivative of Applicant's use of the SLA Corridor. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to District, its officers, trustees or employees. Applicant shall indemnify and hold District and its officers, trustees and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any District liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond District's deductible or self-insured retention.

X. TERMINATION.

(A) Applicant's right to use the SLA Corridor under this Agreement shall expire completely upon the expiration of the term described in Article I above, absent a new agreement or written extension signed by both parties.

(B) Either party may, at their sole option, terminate this Agreement upon ninety (90) days written notice to the other party.

(C) District may, at its sole option, terminate this Agreement and Applicant's right to use the SLA Corridor for nonuse for a period of one year.

(D) Should District reasonably determine Applicant is in breach of any of the terms and conditions of this Agreement, and if Applicant has not made diligent progress toward correcting that breach within a time set by District and reasonable under the circumstances, after Applicant receives written notice describing the breach and time for correction, then this Agreement may be terminated by District.

(E) The following, as described in this Agreement, shall survive any termination of this Agreement:

(i) All of Applicant's obligations to reimburse any costs incurred by the District;

(ii) All of Applicant's obligations to remove Applicant's improvements and make restoration;

(iii) All of Applicant's obligations to defend and indemnify District and its officer, trustees and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

(F) Notwithstanding termination, Applicant's use of the SLA Corridor following termination shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of Applicant to begin to accrue.

XI. REMOVAL OF FACILITIES.

District will reasonably determine what portion of Applicant's improvements, if any, on the SLA Corridor will be removed upon termination of this Agreement and set a deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of the Applicant.

XII. REMEDIES.

(A) Applicant will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to District's Board of Trustees, or committee assigned by the Board to hear the matter. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. After and only if these processes are first followed and Applicant's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County. The prevailing party shall be awarded reasonable costs, including engineering, witness and attorneys' costs and fees. Under no circumstances shall District or its officers, trustees or employees be liable for any consequential damages resulting from interruption of Applicant's use of the SLA Corridor.

(B) If improvements are to be removed from the SLA Corridor by Applicant and are not removed timely as described in this Agreement, or items are prohibited under the terms of this Agreement or District policies, District may, after giving Applicant sixty (60) days written notice, remove and dispose of such items from the SLA Corridor, or hire a contractor to do the same, and send Applicant an invoice for the reasonable out of pocket costs of such removal and disposal, to be paid as described in Article II of this Agreement.

XIII. INTERPRETATION.

Because the SLA is critical public infrastructure, any ambiguity in this Agreement shall be interpreted in favor of District's full use and enjoyment of the SLA and SLA Corridor, with a minimum of delay, restriction or expense resulting from Applicant's use of the SLA Corridor. In the event of conflict between this Agreement and District written policies, as the same may change from time to time, such District policies shall control.

XIV. PRESUMPTION.

As against the Applicant, any calculation, determination or interpretation made by District in good faith with respect to this Agreement shall be *prima facia* correct, subject to rebuttal by a preponderance of the evidence.

XV. SUCCESSORS, ASSIGNS.

Applicant's rights and obligation may not be assigned or transferred without the prior written consent of District, which District is under no obligation to give. Any bankruptcy filing by Applicant, other purported assignment by operation of law, or appointment of a receiver, shall be grounds for immediate termination of this Agreement. Any attempt to assign without the prior written consent of District shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XVI. AUTHORITY.

The person(s) signing on behalf of Applicant represents and warrants that they have been duly authorized by formal action of the governing body of Applicant to execute this Agreement on behalf of Applicant. Certifications of the authority of persons signing on behalf of Applicant are attached at Exhibit E.

The person(s) signing on behalf of City represents and warrants that they have been duly authorized by formal action of the governing body of City to execute this Agreement on behalf of City. Certifications of the authority of persons signing on behalf of City are attached at Exhibit F.

XVII. NO WARRANTY.

(A) District makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) District makes no warranty or representation as to the condition of the SLA Corridor or any District improvements, or the fitness or compatibility of any of the same for use as described by Applicant.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

(A) Applicant shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

(B) Applicant shall strictly comply with all of District's policies for non-District use of Salt Lake Aqueduct and Point of the Mountain Aqueduct rights of way, as those policies may change from time to time. Copies of those policies have been made available to Applicant, which terms are incorporated into this Agreement as if restated here.

(C) If after reasonable notice from District, Applicant fails to bring Applicant's use of the SLA Corridor into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, including, but not limited to, District's policies for non-District use of Salt Lake Aqueduct and Point of the Mountain Aqueduct rights of way, District may, at its sole option, effect such compliance and Applicant shall reimburse District as described in Article II above.

XIX. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

To District:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093
Phone: (801) 942-1391
Email: rightsofway@mwdsls.org

To Applicant:
Aberlour Development, LLC

10771 South Rippling Bay
South Jordan, Utah 84009
Phone: 801-376-8576
Email: lj@larrymyler.com

To City:
Highland City
Attn: City Administrator
5400 W Civic Center Drive, Suite 1
Highland, Utah 84003
Phone: 801-772-4566
Email: erin@highlandcity.org

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

XX. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding Applicant's described use of the SLA Corridor, and cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DISTRICT:

Metropolitan Water District of Salt Lake & Sandy

Michael J. DeVries, General Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 6th day of September, 2022, personally appeared before me Michael J. DeVries, and having been first duly sworn by me acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that he was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

NOTARY PUBLIC
BREANA JACKSON
COMM. # 708428
MY COMMISSION EXPIRES
SEPTEMBER 26, 2023
STATE OF UTAH

APPLICANT:
Aberlour Development, LLC

_____
Larry Myler, Manager #1

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the ___ day of _____, 2022, personally appeared before me Larry Myler, the Manager #1 of Aberlour Development, LLC, and having been first duly sworn, acknowledges that he has been duly authorized to execute the foregoing Cooperation Agreement for and on behalf of Aberlour Development, LLC.

_____
NOTARY PUBLIC

_____
Kevin Miller, Manager #2

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the ___ day of _____, 2022, personally appeared before me Kevin Miller, the Manager #2 of Aberlour Development, LLC, and having been first duly sworn, acknowledges that he has been duly authorized to execute the foregoing Cooperation Agreement for and on behalf of Aberlour Development, LLC.

_____
NOTARY PUBLIC

CITY: Highland City

_____

Kurt Ostler, Mayor

_____

Stephannie Cottle, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the _____ day of _____, 2022, personally appeared before me Kurt Ostler and Stephannie Cottle and being first duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of Highland, Utah, and that they have been duly authorized through an affirmative vote of the City Council of Highland, Utah to execute the above Cooperation Agreement for and on behalf of Highland, Utah.

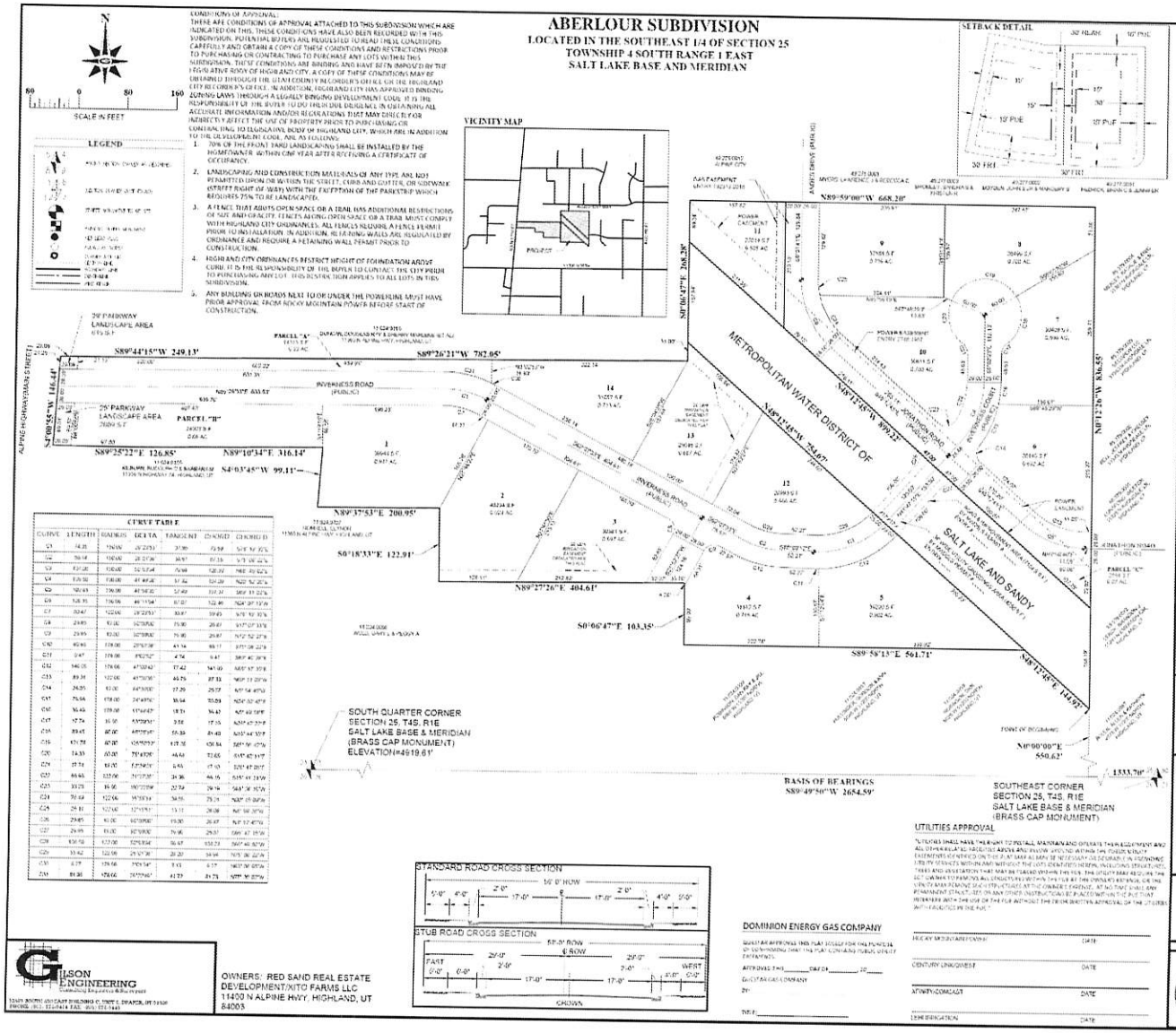
_____

NOTARY PUBLIC

S-20-1435a
Exhibit A
Aberlour Subdivision plat

ABERLOUR SUBDIVISION

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



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD B
C1	34.35	170.00	11°34'51"	17.26	34.29	S77°16'47"E
C2	78.14	130.00	34°26'06"	40.17	76.97	S72°39'22"E
C3	137.05	130.00	60°23'24"	75.68	130.82	N68°49'02"E
C4	139.50	130.00	61°28'58"	77.64	132.89	N6°52'26"E
C5	160.65	230.00	40°00'45"	83.80	157.41	S69°31'22"E
C6	148.35	230.00	36°57'00"	76.87	145.80	S32°59'52"E
C7	30.47	130.00	13°25'57"	15.31	30.40	S76°16'35"E
C8	23.85	130.00	10°30'42"	11.96	23.81	S87°07'33"E
C9	23.85	130.00	10°30'42"	11.96	23.81	S76°36'51"E
C10	40.96	130.00	18°03'08"	20.67	40.79	S67°52'27"E
C11	9.47	130.00	4°10'42"	4.74	9.47	S58°46'38"E
C12	146.05	130.00	64°22'02"	82.42	138.49	S85°57'35"E
C13	89.34	130.00	39°22'00"	46.25	87.58	N69°33'20"E
C14	26.85	130.00	11°49'60"	13.39	26.79	N39°54'49"E
C15	75.56	130.00	33°18'02"	38.84	74.49	N20°30'49"E
C16	36.46	130.00	15°44'49"	18.31	36.33	N5°49'08"E
C17	17.74	16.50	61°36'01"	9.84	16.90	N25°25'53"E
C18	89.45	60.00	85°25'05"	55.36	81.40	N35°54'30"E
C19	62.78	60.00	59°57'03"	34.58	59.96	N0°56'47"W
C20	14.33	60.00	13°41'00"	7.20	14.30	N37°47'17"E
C21	37.74	60.00	36°02'01"	19.51	37.12	N20°47'20"E
C22	88.85	230.00	22°07'37"	44.96	88.30	N35°41'33"W
C23	33.23	16.50	115°23'04"	22.54	28.16	S61°38'35"W
C24	78.68	122.00	36°56'34"	40.55	77.31	N20°27'15"W
C25	25.31	122.00	11°53'01"	12.71	25.26	N46°56'49"W
C26	23.85	60.00	22°46'58"	12.06	23.69	N35°12'40"W
C27	29.95	60.00	28°35'60"	15.30	29.64	N0°17'47"W
C28	130.78	122.00	61°24'04"	72.06	124.61	N30°42'32"W
C29	33.42	122.00	15°41'36"	16.80	33.32	N75°36'22"W
C30	6.79	122.00	3°11'34"	3.40	6.79	N83°36'09"W
C31	81.86	122.00	38°26'60"	42.53	80.34	S89°36'30"W

STANDARD ROAD CROSS SECTION

STUB ROAD CROSS SECTION

GILSON ENGINEERING
1354 SOUTH 1ST EAST BUILDING C, UNIT 2, SPANISH FORK, UT 84660
PHONE: (801) 798-0555 FAX: (801) 798-0540

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

DOMINION ENERGY GAS COMPANY

DOMINION ENERGY APPROVAL THIS PLAT SUBJECT TO ALL PLAT NOTE OF SUBDIVISION, INCLUDING THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS.
APPROVED THIS _____ DAY OF _____, 20__
DOMINION GAS COMPANY
BY: _____
TITLE: _____

UTILITIES APPROVAL

"ENTITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT AND ALL OTHER RELATED FACILITIES ABOVE AND BELOW GROUND WITHIN THE POWER LINE EASEMENTS IDENTIFIED ON THIS PLAT AND AS MAY BE NECESSARY OR DESIRABLE IN PERFORMING THEIR UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE TRIMMED WITHIN THE EASEMENTS. THE UTILITY MAY ALSO, AS THE SOLE DISCRETION OF UTILITY, REMOVE ALL OBJECTS PLACED WITHIN THE EASEMENTS, BUT NOTHING IN THIS PLAT SHALL BE DEEMED TO REQUIRE UTILITY TO REMOVE ANY SUCH OBJECTS. IF ANY PUBLIC UTILITY EASEMENT CROSSES LOTS OR COMMON AREAS WITHIN THE SUBDIVISION, THE OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ALL REPAIR AND REPLACEMENT OF PAVED SURFACES DISTURBED BY THE UTILITY IN THE EXERCISE OF ITS RIGHTS UNDER THE EASEMENT."

HEALY MOSS/CENTURYLINK	DATE
CENTURY LINK/QWEST	DATE
ATT/WYC/COMCAST	DATE
UDOT DEDICATION	DATE

SURVEYOR'S CERTIFICATE

I, JOSEPH T. MADSEN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5455669, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT. I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENT AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT INTO LOTS, PARCELS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS ABERLOUR SUBDIVISION AND HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT LOCATED SOUTH 89°49'50" WEST 1333.70 FEET AND NORTH 550.62 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25; AND RUNNING THENCE NORTH 0°12'26" WEST 836.55 FEET; THENCE NORTH 89°59'00" WEST 668.20 FEET; THENCE SOUTH 0°06'47" EAST 2662.38 FEET TO A POINT ON A BOUNDARY LINE AGREEMENT PER DOCUMENT ENTRY 93647:2006; THENCE SOUTH 89°26'21" WEST 782.95 FEET ALONG SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 89°44'15" WEST 249.13 FEET ALONG SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 0°00'55" WEST 146.44 FEET TO A POINT ON AN ALPINE ROAD BOUNDARY LINE AGREEMENT AND THE FOLLOWING SEVEN (7) COURSES; THENCE SOUTH 89°25'22" EAST 126.85 FEET; THENCE NORTH 89°10'34" EAST 316.14 FEET; THENCE SOUTH 4°03'45" WEST 99.11 FEET; THENCE NORTH 89°37'53" EAST 200.95 FEET; THENCE SOUTH 0°18'33" EAST 122.91 FEET; THENCE NORTH 89°27'26" EAST 404.61 FEET; THENCE SOUTH 0°06'47" EAST 103.35 FEET; THENCE SOUTH 89°58'13" EAST 561.71 FEET; THENCE NORTH 0°12'26" WEST 1443.97 FEET; THENCE SOUTH 89°49'50" EAST 1333.70 FEET TO THE POINT OF BEGINNING WITH AN AREA OF 17.078 +/- ACRES.

LESS AND EXCEPTING THE FOLLOWING SALT LAKE METROPOLITAN WATER DISTRICT:

COMMENCING AT A POINT LOCATED SOUTH 89°49'50" WEST ALONG THE SECTION LINE 1333.70 FEET AND NORTH 550.62 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 58°32'45" WEST ALONG THE SALT LAKE METROPOLITAN WATER DISTRICT'S SOUTHERLY BOUNDARY 499.22 FEET; THENCE NORTH 0°06'47" WEST ALONG A FENCE LINE 1162.48 FEET; THENCE SOUTH 58°32'45" EAST ALONG THE SALT LAKE METROPOLITAN WATER DISTRICT'S NORTHERLY BOUNDARY 499.22 FEET; THENCE SOUTH 0°12'26" EAST ALONG A FENCE LINE 1162.19 FEET TO THE POINT OF BEGINNING WITH AN AREA OF 2.582 +/- ACRES

THE TOTAL AREA TO BE SUBDIVIDED BY PLAT IS 14.496 +/- ACRES

OWNER'S DEDICATION AND CONSENT TO RECORD

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

ABERLOUR SUBDIVISION

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

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME, _____ WHO BEING DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF _____ AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID _____ ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

_____
_____
BY MANAGER

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC RESIDING AT: _____

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20____

_____
HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED BY THE HIGHLAND CITY PLANNING COMMISSION THIS _____ DAY OF _____, A.D. 20____

_____ _____
CHAIR, PLANNING COMMISSION SECRETARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HIGHLAND CITY, COUNTY OF UTAH, APPROVED THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 20____.

_____ _____
APPROVED CITY MAYOR ATTESTED CITY OFFICER

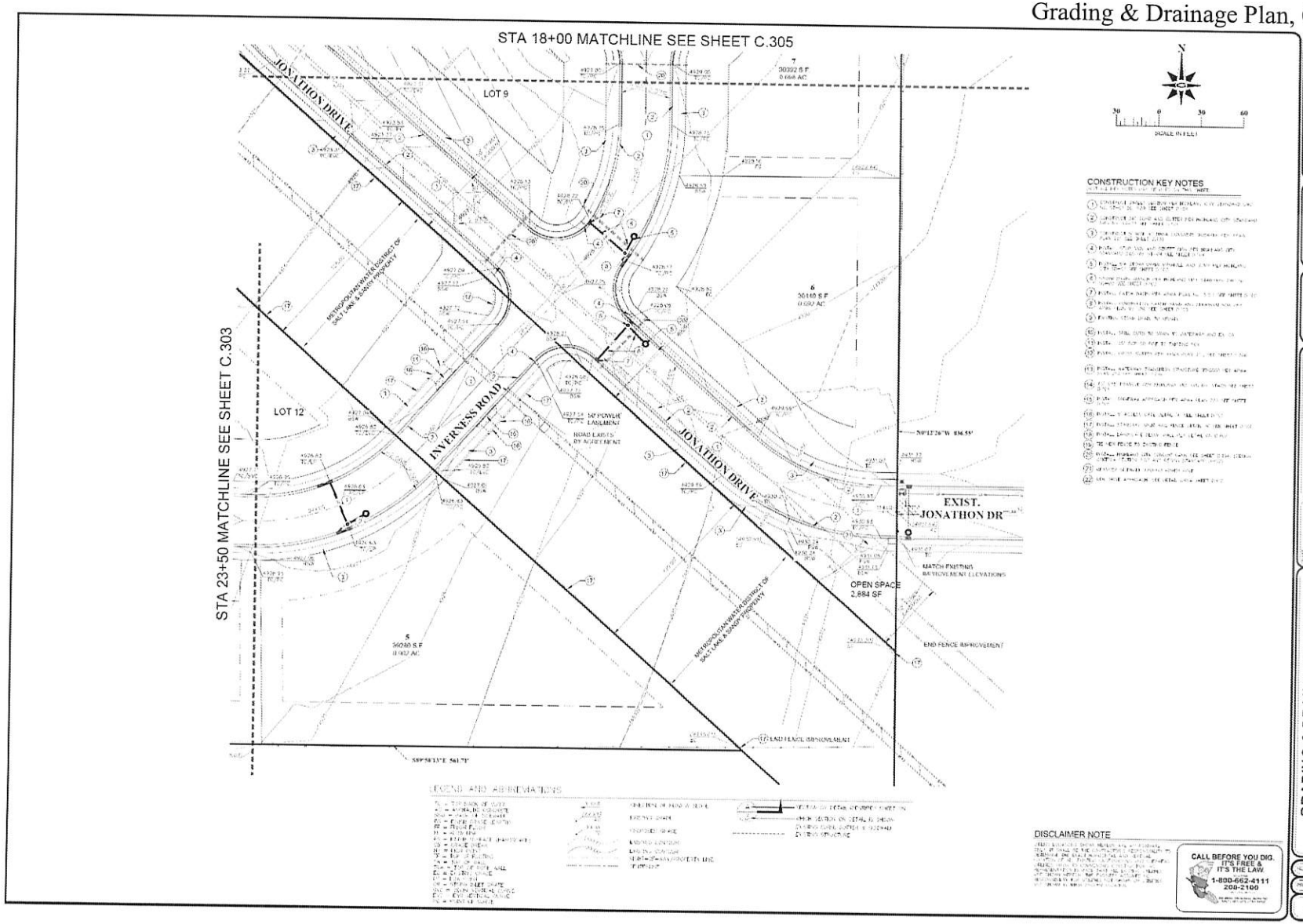
_____
CLERK-RECORDER

ABERLOUR SUBDIVISION

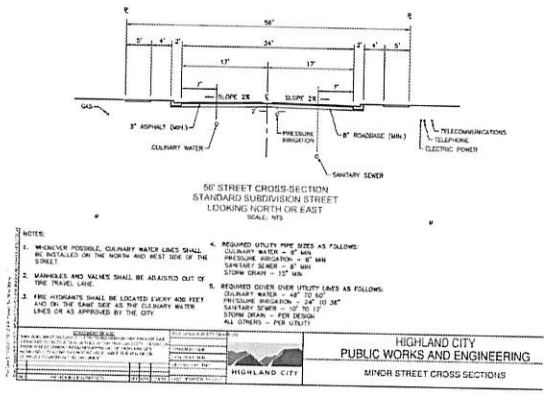
LOCATED IN THE SOUTHEAST 1/4 SECTION 25
TOWNSHIP 4 SOUTH RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN

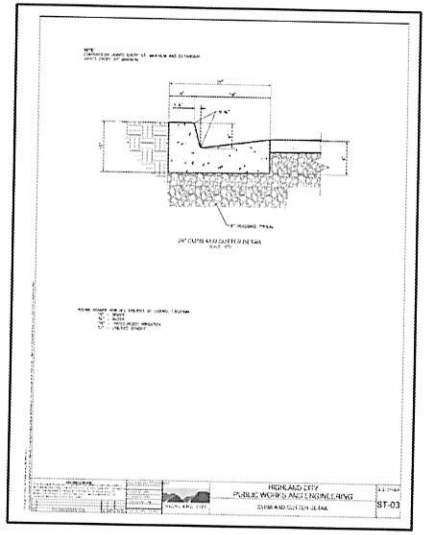
DEVELOPER SIGN	NOTARY PUBLIC SEAL	HIGHLAND CITY DEVELOPER SEAL	HIGHLAND CITY ENGINEER SEAL

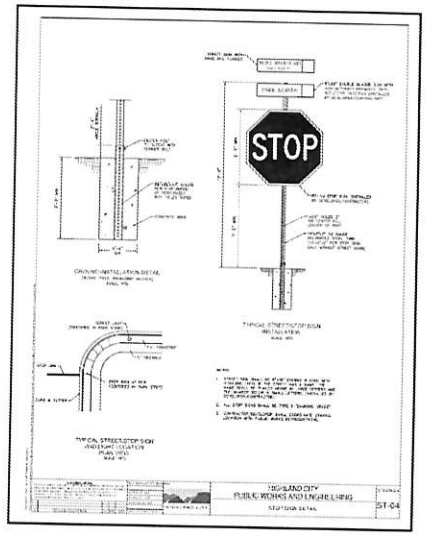
S-20-1435a
Exhibit B
Grading & Drainage Plan, C.304

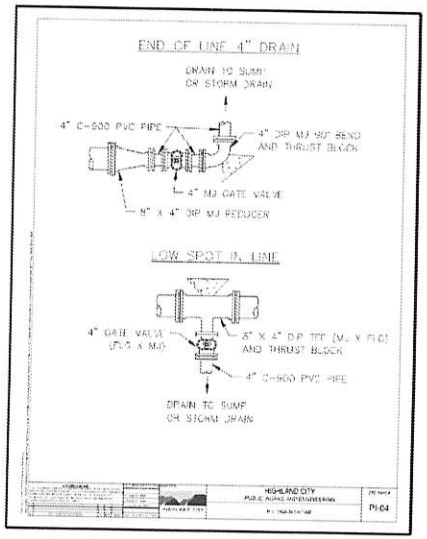


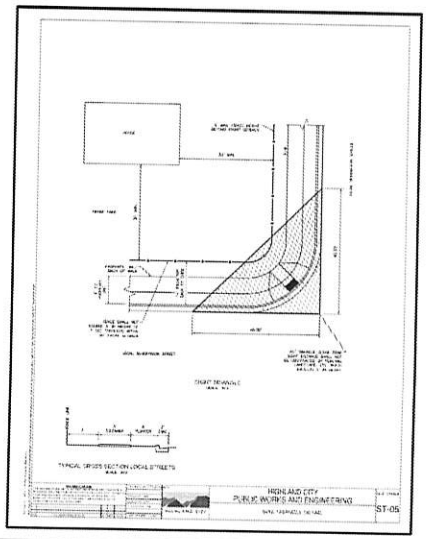
S-20-1435a
Exhibit C
Highland City Details, D.104

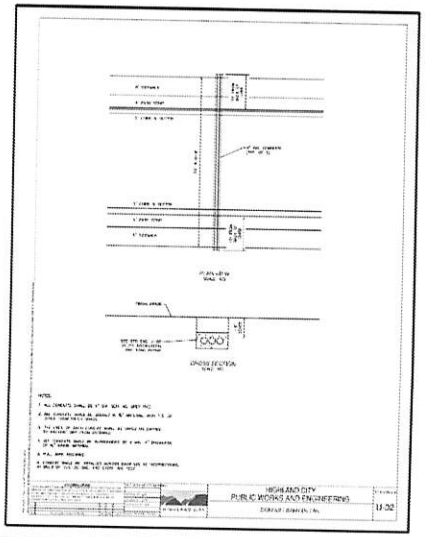












GILSON ENGINEERING

8/11/22
No. 362116
Bradley S. Gilson

DATE: AUGUST 2022
DESIGNED BY:
DRAWN BY:
CHECKED BY:
REVISIONS

HIGHLAND CITY DETAILS
ABERLOUR SUBDIVISION
11300 NORTH 5100 WEST
HIGHLAND, UTAH

REVISION: A
PROJ. #: ALP.010.19
D.104

Exhibit D

INSURANCE AND BOND REQUIREMENTS FOR PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Last Update: June 4, 2018

Applicant and Applicant's contractors and subcontractors shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance Applicant and all of Applicant's contractors and subcontractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
   - i. Combined Single Limit (Bodily Injury and Property Damage):
     1. $2,000,000 Per Occurrence
   - ii. Personal Injury (including completed operations and products liability):
     1. $2,000,000 Each Occurrence
   - iii. General Aggregate:
     1. $3,000,000
   - iv. Products - Comp/OP Aggregate:
     1. $3,000,000
   - v. Limits to apply to this project individually.

2. **AUTOMOBILE LIABILITY**:
   - i. $2,000,000 Per Occurrence
   - ii. "Any Auto" coverage required.

3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
   - i. Workers' compensation statutory limits.
   - ii. Employers Liability statutory limits.

4. **CONTRACTORS POLLUTION LIABILITY:**
   - i. $1,000,000 Per Claim
   - ii. $1,000,000 Aggregate
   - iii. Coverage applies to this project individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Applicant (or Applicant's Contractor) may be required to procure a bond or other instrument guaranteeing

payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or $50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or $20,000, whichever is less. With respect to any deductible or SIR, the Applicant (or Applicant's Contractor) shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District lands or interests in lands. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.

2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to the District, its trustees, officers and employees of Worker's Compensation subrogation shall be provided.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

E. VERIFICATION OF COVERAGE

Applicant and all of Applicant's contractors and subcontractors of Applicant's contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Applicant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Applicant of such a change.

F. **APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS**

Applicant shall see that each of Applicant's contractors, and each of their subcontractors, complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

G. **PERFORMANCE AND PAYMENT BONDS**

All persons and entities performing any work on District lands or District's interest in lands will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.

Exhibit E
Applicant's Authority Resolution

Exhibit F
City's Authority Resolution

ATTACHMENT #2:

When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

Application No.: S-20-1435b
Version: 12-11-19

PARCEL NO.: 110240702

COOPERATION AGREEMENT FOR NON-DISTRICT USE OF DISTRICT LANDS AND INTEREST IN LANDS

(SLA)

THIS COOPERATION AGREEMENT ("Agreement") is entered into effective this _____ day of _____, 2022, between Metropolitan Water District of Salt Lake & Sandy ("District") and Aberlour Development, LLC, a Utah limited liability company ("Applicant") and Highland City ("City").

AGREEMENT PURPOSES

District owns and operates the Salt Lake Aqueduct ("SLA") Corridor and certain improvements located within or on the SLA Corridor. (As used in this Agreement "improvements" is intended to include all manner of works, equipment, facilities and infrastructure.) District is a political subdivision of the State of Utah responsible for transporting and treating public water, and as such District is engaged in protecting the SLA, SLA Corridor, District improvements and operations, and District water.

The facilities to be constructed by Applicant described below are to be dedicated to City. Upon acceptance of that dedication, City will succeed to all of the rights and responsibilities of Applicant under terms of this Agreement.

Applicant has requested permission for the non-exclusive use described below of that portion of the SLA Corridor also described below. District is willing to permit the described use of the described portion of the SLA Corridor, without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, District specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of the SLA Corridor for the intended use by Applicant.

District owns portions of the SLA Corridor in fee, and holds easements in other portions. This Agreement is intended to document the fact that Applicant's described use of the described portion of the SLA Corridor is acceptable to District and consistent with District policies. Applicable District policies are available to Applicant for review.

This Agreement grants a non-exclusive right to Applicant for only those uses of the SLA Corridor described herein. District has no authority to grant Applicant any right of use that is valid as against others who have title interests in the SLA Corridor lands in question, and this Agreement does not purport to do so. For example, where District holds an easement, any use by someone other than the fee title holder likely requires the consent of the fee title holder, which District cannot give and does not purport to give. Nor does this Agreement purport to satisfy any legal requirement other than District policies. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. District has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

I. APPLICANT'S USE OF SLA CORRIDOR.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect District improvements; or 2) introduce any substance into District improvements or water; or 3) adversely impact in any respect District's operations.

(A) Description of Applicant's Use of SLA Corridor:

Applicant is constructing the Aberlour Subdivision to be located in Highland, Utah. The subdivision borders the SLA Corridor on both the east and west. Three utilities will be constructed across the SLA Corridor within Inverness Road as shown on Exhibit A. Those utilities include:

- 8" DIP water
- 8" PVC sewer, and
- 8" C900 pressurized irrigation.

(B) Term:

Twenty-five (25) years. At or just prior to expiration of the term of this Agreement, the parties will discuss in good faith whether a new or renewed agreement may be in their respective interests. As used in this provision "good faith" means only that both parties will meet at reasonable times, with a view toward reaching a consensus and does not impose an obligation to act on either party in such a way that may then be contrary to that party's own best interests as seen by that party.

(C) Location by Stationing:

Approximate SLA Station 1105+79.

(D) Legal Description of SLA Corridor Lands Applicant Will Be Using:

The basis of bearings for the following description is South 89°49'50" West from the southeast corner to the south quarter corner of Section 25, Township 4 South, Range 1 East, Salt Lake Base & Meridian.

Beginning at a point on the southwesterly boundary of Metropolitan Water District of Salt Lake & Sandy property located South 89°49'50" West 1333.70 feet, North 550.62 feet and North 48°12'45" West 441.15 feet from the Southeast Corner of said Section 25; thence North 41°47'15" East 125.00 feet to a point along the northeasterly boundary of the Metropolitan Water District of Salt Lake & Sandy property; thence North 48°12'45" West 34.00 feet along the northeasterly boundary of the Metropolitan Water District of Salt Lake & Sandy property; thence South 41°47'15" West 125.00 feet to a point along the southwesterly boundary of the Metropolitan Water District of Salt Lake & Sandy property; thence South 48°12'45" East 34.00 feet along the southwesterly boundary of the Metropolitan Water District of Salt Lake & Sandy property to the Point of Beginning.

Containing 4,250.00 square feet, more or less.

(E) Legal Description of Applicant's Property Benefited by this Agreement to Which the Rights and Responsibilities of Applicant Shall Run:

Not applicable.

(F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Exhibit A: Utility Plan
Exhibit B: Plan & Profile Road 'A' STA: 23+50 to 26+50

II. REIMBURSEMENT OF COSTS.

(A) In the event that Applicant is required to reimburse District for costs pursuant to this agreement, Applicant shall reimburse District for all costs reasonably incurred by District within thirty (30) days of mailing of an itemized invoice from District for such costs.

(B) If Agreement authorizes Applicant improvements which provide a public utility service, or similar public service, and except in times of emergency, removal or correction work will be accomplished by District with an appropriately skilled and licensed contractor, and reasonable steps will be taken to minimize disruption of public service.

III. WORK.

(A) Applicant warrants and agrees that no earthwork, construction work or other work performed by or for Applicant on the SLA Corridor or close enough to the SLA Corridor to present risk to District improvements or operations will take place except as expressly described

in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

(B) Applicant warrants that all earthwork, construction work and other work will:

(i) strictly comply with plans and specifications approved in writing by District;

(ii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(iii) be performed by skilled, experienced, competent and properly licensed contractors and workers;

(iv) be conducted in a timely, careful, safe, workmanlike and professional manner;

(v) be conducted so as not to damage District improvements;

(vi) be consistent with *District Standard Specifications*, as they may from time to time change. *District Standard Specifications* are available to Applicant for review, and are incorporated herein by reference.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also reasonably require inspection or testing by others of any work or materials. District shall have the right to stop work and require correction of any work, or replacement of any materials, which in its reasonable judgment does not comply with any term or condition of this Agreement. If, after notice from District which is reasonable under the circumstances, Applicant fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by District, or its contractor, and Applicant shall reimburse District as described in Article II. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by District is intended to be for the benefit of Applicant, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

IV. ASSUMPTION OF AGREEMENT BY CITY.

Upon the date of acceptance of the water, pressurized irrigation, and sewer utilities by City following construction, or upon the expiration of two years from the date of this Agreement, whichever occurs first, City specifically agrees that City shall succeed to and assume all of

Applicant's rights, responsibilities, obligations and duties under the terms of this Agreement, including all defense, indemnity, and insurance provisions.

V. MAINTENANCE OF APPLICANT'S IMPROVEMENTS.

(A) All of Applicant's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, shall be maintained in a condition which:

(i) is reasonably satisfactory to District;

(ii) does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve or modify the SLA, SLA Corridor or any District improvements for District's purposes, as those purposes may from time to time change;

(iii) is reasonably safe and attractive;

(iv) complies with all applicable codes, ordinances, other legal requirements, as well as generally recognized written trade and industry standards and recommendations; and

(v) complies with all applicable written policies of District including, but not limited to, *District Policies and Procedures* and *District Standard Specifications* as those policies and specifications may change from time to time.

(B) District may from time to time and as is reasonable have any or all of Applicant's improvements which are on the SLA Corridor inspected by qualified professionals. Applicant shall reimburse District as described in Article II above.

(C) If after notice from District that is reasonable under the circumstances, Applicant fails to correct any unacceptable condition of any of Applicant's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, correction may be accomplished by District, and Applicant shall reimburse District as described in Article II above.

VI. COSTS ADVANCED.

Applicant agrees to pay the sum of $1,500.00 to District to cover some or all of the costs to District for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and administration of this Agreement. Applicant further agrees to pay the sum of $3,220.44 to District at the time of the signing of this Agreement for those uses described in I(A) of District lands. Applicant further agrees to reimburse District for any additional costs which District reasonably incurs as a result of Applicant's use of the SLA Corridor or enforcement of this Agreement.

VII. RIGHTS RESERVED.

(A) Any and all rights of Applicant under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of District and District Trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the SLA Corridor and any District improvements or operations. To the extent Applicant's use of the SLA Corridor increases the cost of District's exercise of its rights, Applicant may be required to reimburse the District as described in Article II above.

(B) District will make reasonable efforts to provide reasonable advance notice to Applicant of any work District reasonably recognizes as materially adverse to Applicant's authorized use of the SLA Corridor. District may implement electronic notice procedures. Applicant will be responsible to timely provide District with current contact information. Applicant accepts all risks that any or all of Applicant's improvements installed on the SLA Corridor may be modified, destroyed or reconstructed at Applicant's sole cost and expense to accommodate District's exercise of District rights to use the SLA Corridor. This provision is not intended to provide District with new or additional property rights to use the SLA Corridor.

(C) District reserves the right to issue additional licenses or permits for uses of the SLA Corridor. District will not provide a conflicting license without a finding that doing so is necessary for public purpose after reasonable efforts to notify the Applicant. District will make reasonable efforts to provide advance notice that is reasonable under the circumstances to Applicant of additional licenses that District reasonably recognizes may be temporarily or permanently disruptive to Applicant's authorized use of the SLA Corridor. District may implement electronic notice procedures. It is acknowledged that District claims no right to grant permission for uses of the SLA Corridor except as to District's interests in the SLA Corridor. For example, where District holds only an easement for the SLA, District could not grant permission for uses by others that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights for licensing third party uses of the SLA Corridor.

(D) District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with Applicant's works or improvements as a result of the exercise by District of any of its rights.

(E) It is acknowledged that the District may support the construction of public, non-motorized trails on the SLA Corridor by public entities other than the District. It is acknowledged that District claims no right to grant permission for the construction or use of a public trail except as to District's interests in the SLA Corridor. For example, where District holds an easement District could not grant permission for public trail uses that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights to authorize trail uses.

(F) All reservations of rights by District under this Agreement are in addition to any and all other rights which District may have by operation of law or otherwise.

VIII. CONTRACTORS, INSURANCE, BONDS.

Applicant shall be jointly and severally liable for any act, fault, error, omission or non-compliance with this Agreement by Applicant or any of Applicant's contractors, employees or subcontractors. Applicant warrants that all persons or entities performing earthwork or construction work on the SLA Corridor on behalf of Applicant will provide insurance and bonds in strict compliance with Exhibit C attached hereto and incorporated herein. Applicant, itself, shall maintain a broad form general liability policy of insurance in a form reasonably acceptable to the District in strict compliance with Exhibit C.

IX. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify and hold District and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that District was at fault in allowing Applicant's use of the SLA Corridor; or (ii) alleging that District was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control Applicant's use of the SLA Corridor, or (iii) alleging that District knew of, should have known of, or had constructive knowledge of a dangerous condition created by Applicant or any employee, agent or contractor of Applicant; or (iv) alleging District is vicariously liable for acts or omissions of Applicant or any employee, agent or contractor of Applicant (under the Peculiar Risk Doctrine or otherwise), or (v) challenging in any manner Applicant's use of the SLA Corridor. This defense and indemnity obligation is not intended to hold District or its officers, trustees, or employees harmless from any claim that is not derivative of Applicant's use of the SLA Corridor. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to District, its officers, trustees or employees. Applicant shall indemnify and hold District and its officers, trustees and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any District liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond District's deductible or self-insured retention.

X. TERMINATION.

(A) Applicant's right to use the SLA Corridor under this Agreement shall expire completely upon the expiration of the term described in Article I above, absent a new agreement or written extension signed by both parties.

(B) Either party may, at their sole option, terminate this Agreement upon ninety (90) days written notice to the other party.

(C) District may, at its sole option, terminate this Agreement and Applicant's right to use the SLA Corridor for nonuse for a period of one year.

(D) Should District reasonably determine Applicant is in breach of any of the terms and conditions of this Agreement, and if Applicant has not made diligent progress toward correcting that breach within a time set by District and reasonable under the circumstances, after Applicant receives written notice describing the breach and time for correction, then this Agreement may be terminated by District.

(E) The following, as described in this Agreement, shall survive any termination of this Agreement:

(i) All of Applicant's obligations to reimburse any costs incurred by the District;

(ii) All of Applicant's obligations to remove Applicant's improvements and make restoration;

(iii) All of Applicant's obligations to defend and indemnify District and its officer, trustees and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

(F) Notwithstanding termination, Applicant's use of the SLA Corridor following termination shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of Applicant to begin to accrue.

XI. REMOVAL OF FACILITIES.

District will reasonably determine what portion of Applicant's improvements, if any, on the SLA Corridor will be removed upon termination of this Agreement and set a deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of the Applicant.

XII. REMEDIES.

(A) Applicant will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to District's Board of Trustees, or committee assigned by the Board to hear the matter. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. After and only if these processes are first followed and Applicant's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County. The prevailing party shall be awarded reasonable costs, including engineering, witness and attorneys' costs and fees. Under no circumstances shall District or its officers, trustees or employees be liable for any consequential damages resulting from interruption of Applicant's use of the SLA Corridor.

(B) If improvements are to be removed from the SLA Corridor by Applicant and are not removed timely as described in this Agreement, or items are prohibited under the terms of this Agreement or District policies, District may, after giving Applicant sixty (60) days written notice, remove and dispose of such items from the SLA Corridor, or hire a contractor to do the

same, and send Applicant an invoice for the reasonable out of pocket costs of such removal and disposal, to be paid as described in Article II of this Agreement.

XIII. INTERPRETATION.

Because the SLA is critical public infrastructure, any ambiguity in this Agreement shall be interpreted in favor of District's full use and enjoyment of the SLA and SLA Corridor, with a minimum of delay, restriction or expense resulting from Applicant's use of the SLA Corridor. In the event of conflict between this Agreement and District written policies, as the same may change from time to time, such District policies shall control.

XIV. PRESUMPTION.

As against the Applicant, any calculation, determination or interpretation made by District in good faith with respect to this Agreement shall be *prima facia* correct, subject to rebuttal by a preponderance of the evidence.

XV. SUCCESSORS, ASSIGNS.

Applicant's rights and obligation may not be assigned or transferred without the prior written consent of District, which District is under no obligation to give. Any bankruptcy filing by Applicant, other purported assignment by operation of law, or appointment of a receiver, shall be grounds for immediate termination of this Agreement. Any attempt to assign without the prior written consent of District shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XVI. AUTHORITY.

The person(s) signing on behalf of Applicant represents and warrants that they have been duly authorized by formal action of the governing body of Applicant to execute this Agreement on behalf of Applicant. Certifications of the authority of persons signing on behalf of Applicant are attached at Exhibit D.

The person(s) signing on behalf of City represents and warrants that they have been duly authorized by formal action of the governing body of City to execute this Agreement on behalf of City. Certifications of the authority of persons signing on behalf of City are attached at Exhibit E.

XVII. NO WARRANTY.

(A) District makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) District makes no warranty or representation as to the condition of the SLA Corridor or any District improvements, or the fitness or compatibility of any of the same for use as described by Applicant.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

(A) Applicant shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

(B) Applicant shall strictly comply with all of District's policies for non-District use of Salt Lake Aqueduct and Point of the Mountain Aqueduct rights of way, as those policies may change from time to time. Copies of those policies have been made available to Applicant, which terms are incorporated into this Agreement as if restated here.

(C) If after reasonable notice from District, Applicant fails to bring Applicant's use of the SLA Corridor into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, including, but not limited to, District's policies for non-District use of Salt Lake Aqueduct and Point of the Mountain Aqueduct rights of way, District may, at its sole option, effect such compliance and Applicant shall reimburse District as described in Article II above.

XIX. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

To District:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093
Phone: (801) 942-1391
Email: rightsofway@mwdsls.org

To Applicant:
Aberlour Development, LLC

10771 South Rippling Bay
South Jordan, Utah 84009
Phone: 801-376-8576
Email: lj@larrymyler.com

To City:
Highland City
Attn: City Administrator
5400 W Civic Center Drive, Suite 1
Highland, Utah 84003
Phone: 801-772-4566
Email: erin@highlandcity.org

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

XX. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding Applicant's described use of the SLA Corridor, and cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DISTRICT:

Metropolitan Water District of Salt Lake & Sandy

Michael J. DeVries, General Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 10th day of September, 2022, personally appeared before me Michael J. DeVries, and having been first duly sworn by me acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that he was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

NOTARY PUBLIC
BREANA JACKSON
COMM. # 708428
MY COMMISSION EXPIRES
SEPTEMBER 26, 2023
STATE OF UTAH

APPLICANT:
Aberlour Development, LLC

_____
Larry Myler, Manager #1

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the ___ day of _____, 2022, personally appeared before me Larry Myler, the Manager #1 of Aberlour Development, LLC, and having been first duly sworn, acknowledges that he has been duly authorized to execute the foregoing Cooperation Agreement for and on behalf of Aberlour Development, LLC.

_____
NOTARY PUBLIC

_____
Kevin Miller, Manager #2

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the ___ day of _____, 2022, personally appeared before me Kevin Miller, the Manager #2 of Aberlour Development, LLC, and having been first duly sworn, acknowledges that he has been duly authorized to execute the foregoing Cooperation Agreement for and on behalf of Aberlour Development, LLC.

_____
NOTARY PUBLIC

CITY:

Highland City

_____
Kurt Ostler, Mayor

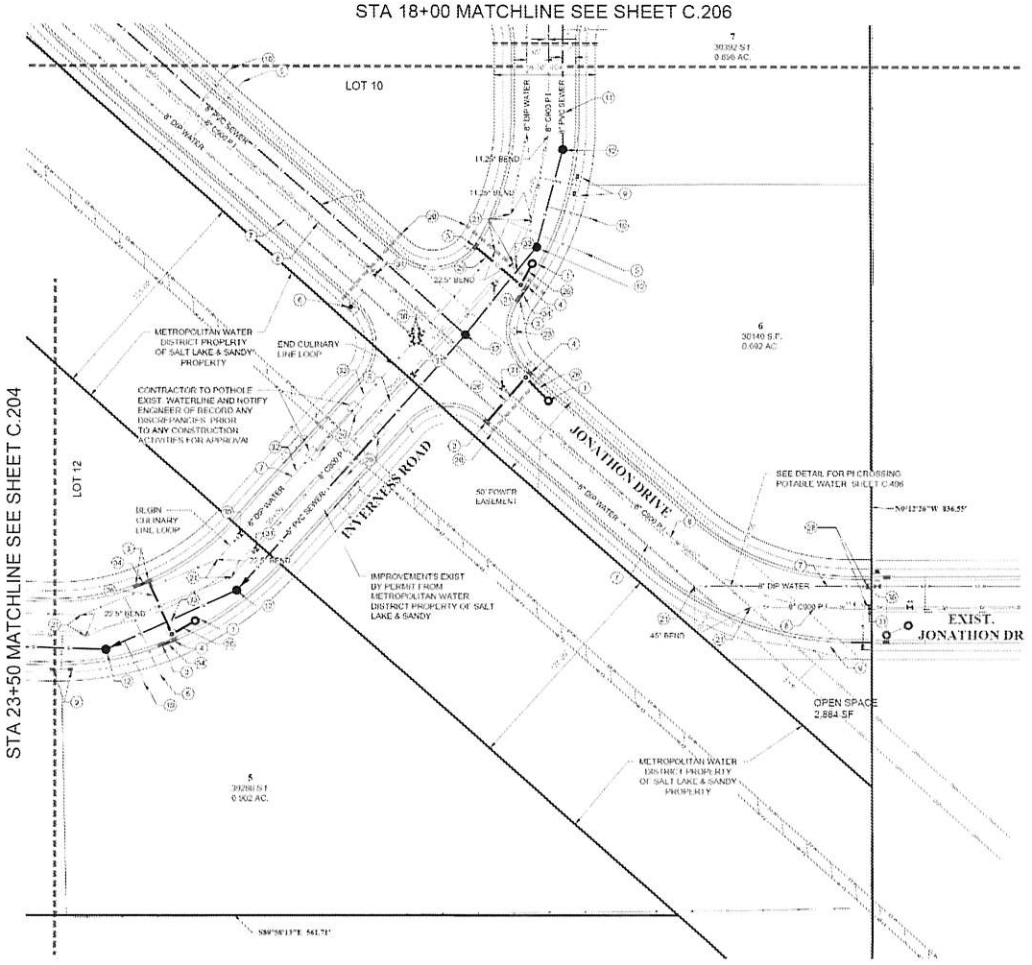
_____
Stephannie Cottle, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the _____ day of _____, 2022, personally appeared before me Kurt Ostler and Stephannie Cottle and being first duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of Highland, Utah, and that they have been duly authorized through an affirmative vote of the City Council of Highland, Utah to execute the above Cooperation Agreement for and on behalf of Highland, Utah.

_____
NOTARY PUBLIC

S-20-1435b
Exhibit A
Utility Plan, C.205



N

30 0 30 60

SCALE IN FEET

CONSTRUCTION KEY NOTES

NOTE

DISCLAIMER NOTE

CALL BEFORE YOU DIG. IT'S FREE & IT'S THE LAW. 1-800-662-4111 208-2100

GILSON ENGINEERING

8/11/22 R. 8241 Bradley S. Gilson

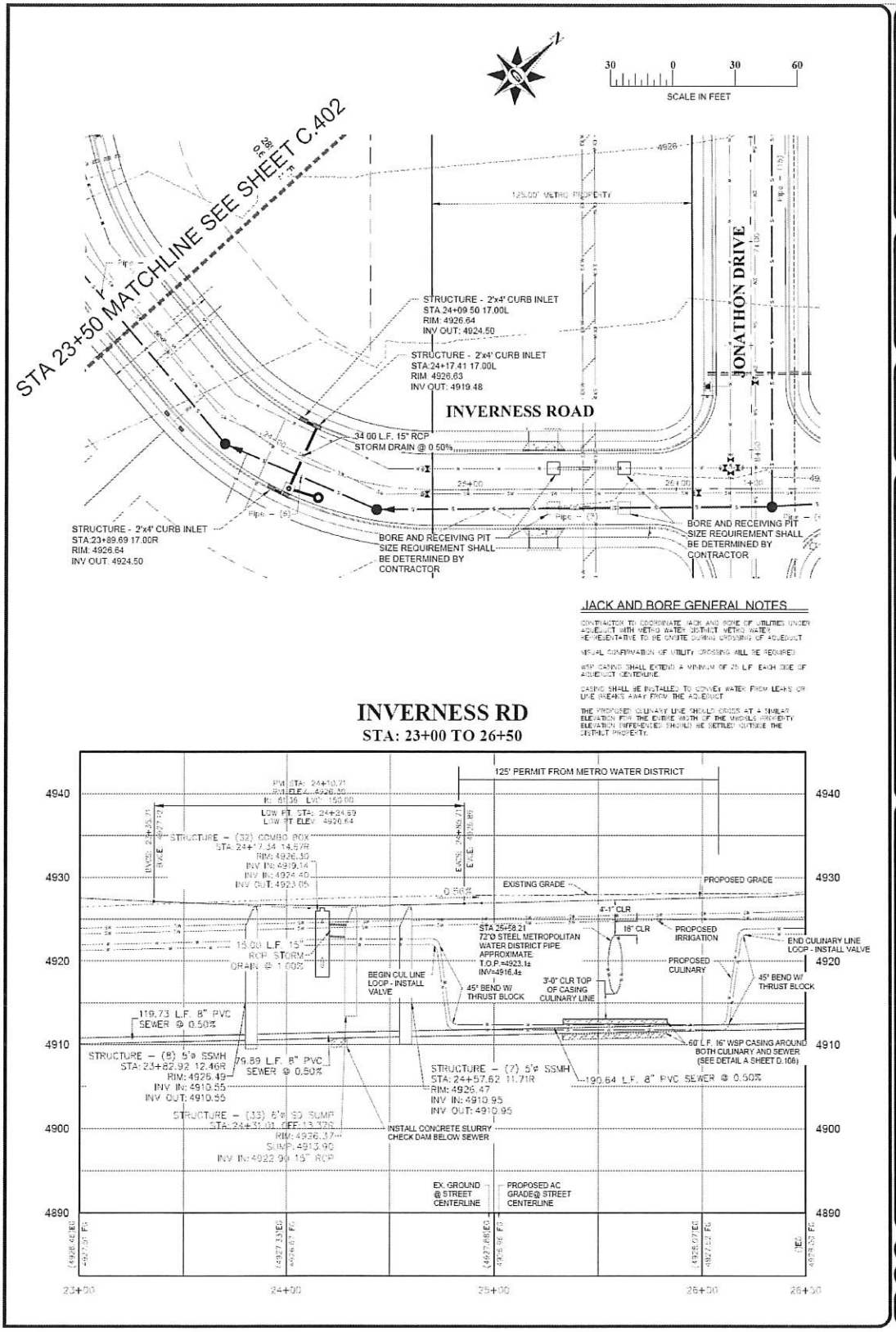
UTILITY PLAN
ABERLOUR SUBDIVISION
11300 NORTH 5100 WEST
HIGHLAND, UTAH

REVISION: A

FILE #: ALP.010.19

C.205

S-20-1435b
Exhibit B
Plan & Profile Road 'A' Sta: 23+50 to 26+50, C.403



JACK AND BORE GENERAL NOTES

CONTRACTOR TO COORDINATE JACK AND BORE OF UTILITIES UNDER AQUEDUCT WITH METRO WATER DISTRICT. METRO WATER REPRESENTATIVE TO BE ONSITE DURING CROSSING OF AQUEDUCT

MINIMAL CONFIRMATION OF UTILITY CROSSING WILL BE REQUIRED

WSP CASING SHALL EXTEND A MINIMUM OF 25 L.F. EACH SIDE OF AQUEDUCT CENTERLINE

CASING SHALL BE INSTALLED TO CONVEY WATER FROM LEAKS OR LINE BREAKS AWAY FROM THE AQUEDUCT

THE PROPOSED CULINARY LINE SHOULD CROSS AT A SIMILAR ELEVATION FOR THE ENTIRE WIDTH OF THE METRO'S PROPERTY. ELEVATION DIFFERENCES SHOULD BE SETTLED OUTSIDE THE DISTRICT PROPERTY.

INVERNESS RD
STA: 23+00 TO 26+50

GILSON ENGINEERING
Civil and Land Development Engineering & Surveying
1354 SOUTH 800 EAST WOODLAND, UTAH 84036
PHONE: (435) 851-1414 FAX: (435) 851-1418

UTAH LICENSED PROFESSIONAL ENGINEER
8/11/22
No. 362118
Bradley S. Gilson
STATE OF UTAH

REVISIONS

REV/DATE	BY	COMMENTS

1" SCALE MEASURES 1" ON FULL SIZE SHEETS
ADJUST FOR HALF SIZE SHEETS

DATE: AUGUST 2022
DRAWING NAME: PLAN & PROFILE
DESIGNED/DRAWN BY: JG/BP
CHECKED
APPROVED

PLAN & PROFILE ROAD 'A' STA: 23+50 TO 26+50

ABERLOUR SUBDIVISION
11300 NORTH 5100 WEST
HIGHLAND, UTAH

REVISION: A
PROJ.# ALP.010.19
C.403

Exhibit C

INSURANCE AND BOND REQUIREMENTS FOR PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Last Update: June 4, 2018

Applicant and Applicant's contractors and subcontractors shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance Applicant and all of Applicant's contractors and subcontractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
   - i. Combined Single Limit (Bodily Injury and Property Damage):
     1. $2,000,000 Per Occurrence
   - ii. Personal Injury (including completed operations and products liability):
     1. $2,000,000 Each Occurrence
   - iii. General Aggregate:
     1. $3,000,000
   - iv. Products - Comp/OP Aggregate:
     1. $3,000,000
   - v. Limits to apply to this project individually.

2. **AUTOMOBILE LIABILITY**:
   - i. $2,000,000 Per Occurrence
   - ii. "Any Auto" coverage required.

3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
   - i. Workers' compensation statutory limits.
   - ii. Employers Liability statutory limits.

4. **CONTRACTORS POLLUTION LIABILITY:**
   - i. $1,000,000 Per Claim
   - ii. $1,000,000 Aggregate
   - iii. Coverage applies to this project individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Applicant (or Applicant's Contractor) may be required to procure a bond or other instrument guaranteeing

payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or $50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or $20,000, whichever is less. With respect to any deductible or SIR, the Applicant (or Applicant's Contractor) shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District lands or interests in lands. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.

2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to the District, its trustees, officers and employees of Worker's Compensation subrogation shall be provided.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

E. VERIFICATION OF COVERAGE

Applicant and all of Applicant's contractors and subcontractors of Applicant's contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Applicant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Applicant of such a change.

F. **APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS**

Applicant shall see that each of Applicant's contractors, and each of their subcontractors, complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

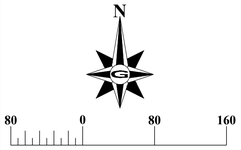
G. **PERFORMANCE AND PAYMENT BONDS**

All persons and entities performing any work on District lands or District's interest in lands will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.

Exhibit D
Applicant's Authority Resolution

Exhibit E
City's Authority Resolution

ATTACHMENT #3:



LEGEND

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

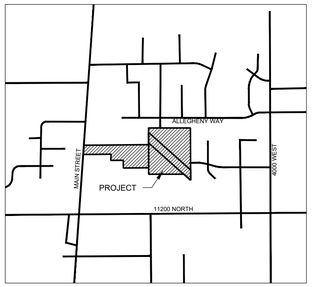
CONDITIONS OF APPROVAL:
THERE ARE CONDITIONS OF APPROVAL ATTACHED TO THIS SUBDIVISION WHICH ARE INDICATED ON THIS. THESE CONDITIONS HAVE ALSO BEEN RECORDED WITH THIS SUBDIVISION. POTENTIAL BUYERS ARE REQUESTED TO READ THESE CONDITIONS CAREFULLY AND OBTAIN A COPY OF THESE CONDITIONS AND RESTRICTIONS PRIOR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

1. 70% OF THE FRONT YARD LANDSCAPING SHALL BE INSTALLED BY THE HOMEOWNER WITHIN ONE YEAR AFTER RECEIVING A CERTIFICATE OF OCCUPANCY.
2. LANDSCAPING AND CONSTRUCTION MATERIALS OF ANY TYPE ARE NOT PERMITTED UPON OR WITHIN THE STREET, CURB AND GUTTER, OR SIDEWALK (STREET RIGHT-OF-WAY) WITH THE EXCEPTION OF THE PARKSTRIP WHICH REQUIRES 75% TO BE LANDSCAPED.
3. A FENCE THAT ABUTS OPEN SPACE OR A TRAIL HAS ADDITIONAL RESTRICTIONS OF SIZE AND OPACITY. FENCES ALONG OPEN SPACE OR A TRAIL MUST COMPLY WITH HIGHLAND CITY ORDINANCES. ALL FENCES REQUIRE A FENCE PERMIT PRIOR TO INSTALLATION. IN ADDITION, RETAINING WALLS ARE REGULATED BY ORDINANCE AND REQUIRE A RETAINING WALL PERMIT PRIOR TO CONSTRUCTION.
4. HIGHLAND CITY ORDINANCES RESTRICT HEIGHT OF FOUNDATION ABOVE CURB. IT IS THE RESPONSIBILITY OF THE BUYER TO CONTACT THE CITY PRIOR TO PURCHASING ANY LOT. THIS RESTRICTION APPLIES TO ALL LOTS IN THIS SUBDIVISION.
5. ANY BUILDING OR ROADS NEXT TO OR UNDER THE POWERLINE MUST HAVE PRIOR APPROVAL FROM ROCKY MOUNTAIN POWER BEFORE START OF CONSTRUCTION.

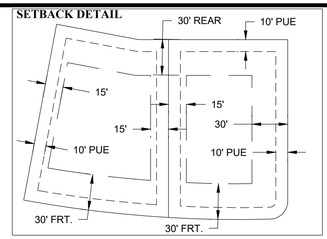
ABERLOUR SUBDIVISION

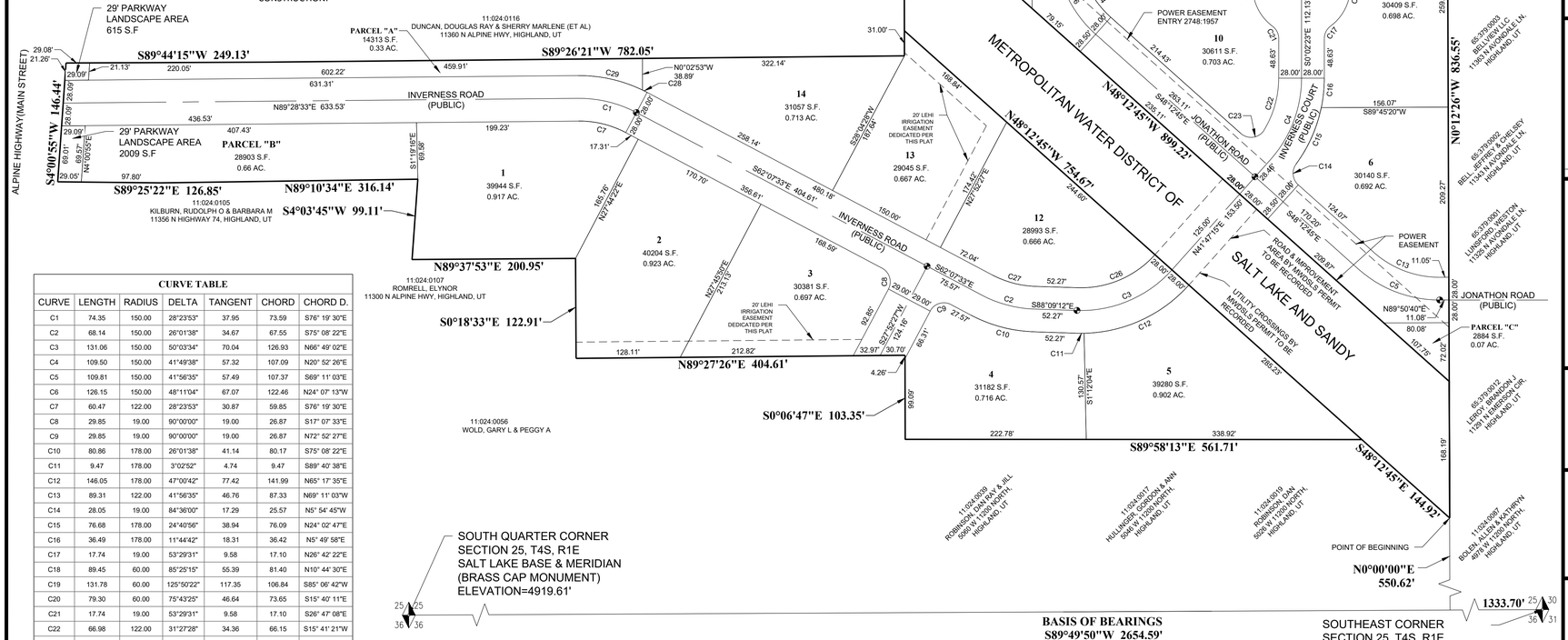
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 25 TOWNSHIP 4 SOUTH RANGE 1 EAST SALT LAKE BASE AND MERIDIAN

VICINITY MAP



SETBACK DETAIL

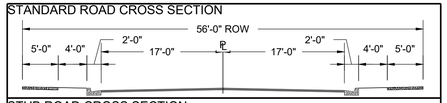




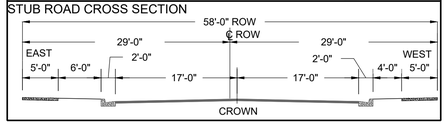
CURVE TABLE

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

STANDARD ROAD CROSS SECTION



STUB ROAD CROSS SECTION



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

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

DOMINION ENERGY GAS COMPANY

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

APPROVED THIS_____DAY OF_____, 20_____

QUESTAR GAS COMPANY

BY:_____

TITLE:_____

UTILITIES APPROVAL

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

ROCKY MOUNTAIN POWER DATE

CENTURY LINK/QWEST DATE

XFINITY/COMCAST DATE

LEHI IRRIGATION DATE

SURVEYOR`S CERTIFICATE

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

BOUNDARY DESCRIPTION

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

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

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

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

OWNER'S DEDICATION AND CONSENT TO RECORD

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

ABERLOUR SUBDIVISION

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

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

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

_____
_____
ITS MANAGER:_____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC RESIDING AT

HIGHLAND CITY ATTORNEY

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

_____
HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL

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

BY THE HIGHLAND CITY PLANNING COMMISSION.

DIRECTOR, COMMUNITY DEVELOPMENT CHAIR, PLANNING COMMISSION

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HIGHLAND CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PUPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS_____DAY OF _____, 20_____.

APPROVED BY ENGINEER APPROVED BY MAYOR

CLERK/RECORDER

ABERLOUR SUBDIVISION

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

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

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3d

DATE: September 20, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Stephannie Cottle, City Recorder

SUBJECT: **RESOLUTION/AGREEMENT:** Utah County Community Development Block Grant Program Interlocal Agreement Amendment

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider entering into an additional 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.

PRIOR COUNCIL DIRECTION:

On June 7, 2022, the City Council voted to continue participation in an interlocal agreement with Utah County relating to the Community Development Block Grant Program (CBDG).

BACKGROUND:

In 2019, Highland City entered into an Interlocal Cooperation Agreement with Utah County to participate in the U.S Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The Interlocal Cooperation Agreement was for Federal Fiscal Years 2020, 2021 and 2022 and successive 3-year periods thereafter. The Interlocal Agreement automatically renews every three years unless a unit of government opts out. Highland City renewed this agreement on June 7, 2022; however, there is an additional amendment to that agreement. The changes noted on this amended agreement are as follows:

1. The agreement covers the CDBG Entitlement and HOME programs.
2. A city cannot terminate or withdraw from the cooperation agreement until the CDBG, and HOME funds (for the 3-year period) are expended and the funded activities are completed.

The CDBG Program is a flexible program that provides communities in Utah County with resources to address a wide range of unique community development needs. Opting into the CDBG program does not require you to accept funding, however, it does allow your jurisdiction to be eligible to apply for funding. Examples of eligible projects include water/sewer and sidewalk improvements, senior center funding, and ADA improvements to city buildings. Participation in this program also helps fulfill one of the State's requirements for Moderate Income Housing, which Council recently adopted.

FISCAL IMPACT:
None

RECOMMENDATION:
Staff recommends that the City Council enter into the additional amended agreement with Utah County to participate in the Community Development Block Grant Program.

PROPOSED MOTION:
I move that the City Council adopt the resolution and enter into the additional amended agreement for the Utah County Community Development Block Grant Program.

ATTACHMENTS:
1. Resolution
2. 2019 Interlocal Agreement – CDBG Program
3. Amended Interlocal Cooperation Agreement with Utah County (adopted 6.7.2022)
4. Additional Amended Interlocal Cooperation Agreement with Utah County

Attachment 1

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH UTAH COUNTY REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, Highland City has previously executed and entered into an interlocal agreement with Utah County regarding the U.S. Department of Housing and Urban Development's Community Development Block Grant Program ("Agreement");

WHEREAS, the County desires to amend the Agreement in order to clarify that the Agreement covers the CDBG Entitlement and HOME programs and that a city cannot terminate or withdraw from the Agreement until funds received for a grant are expended and related activities completed;

WHEREAS, Highland City desires to amend the Agreement as requested by the County in order to maintain Highland City's ability to potentially participate in the Community Development Block Grant Program;

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

1. The City Council approves of Highland City entering into the amendment to the Agreement known as the Additional Amended Interlocal Cooperation Agreement with Utah County, which amendment is attached hereto as Exhibit A.

2. The City Council authorizes the Mayor and City Staff, as necessary, to execute and carry out the Interlocal Agreement according to the terms set forth therein.

3. This resolution shall take effect immediately upon adoption.

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

_____
Kurt Ostler
Mayor

ATTESTED:

_____
Stephannie Cottle
City Recorder

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

Attachment 2

AGREEMENT NO. 2019- 629

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY and HIGHLAND CITY

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for FEDERAL FISCAL YEARS 2020 THROUGH 2022

and successive 3 year periods thereafter

AGREEMENT NO. 2019- _____

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah and HIGHLAND CITY a municipal corporation.

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 *et seq.*) collectively (the "Act"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant ("CDBG") Program funds to state and local governments to be used in the conduct and administration of housing,

shelter and community development activities and projects as contemplated by the primary objectives of the Act (the "CDBG program").

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the "Regulations"), which regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD's grant computation purposes, and no city

or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city's approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2020 - 2022 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the "Annual Action Plan of Community Development Objectives and Projected Use of Funds" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.*, Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County's CDBG Program,

THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the "agreement"), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City's respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years (2020 - 2022) and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to

participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2020 - 2022)and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small City or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City May receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be

approved and authorized in the County's CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this agreement and its extensions, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the

projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of

the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. Each City affirms that it has adopted and is enforcing:

(a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable

to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year cooperation agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the 26th day of August, 2019.

SIGNATURE PAGE FOR UTAH COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 2020 – 2022 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Bill Lee, Chairman

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On this 26th day of August, 2019, personally appeared before me ~~Larry Ellertson,~~ William C. Lee who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of Utah County, by authority of law.

DIANE CRUZ
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 704797
COMM. EXP. 04-28-2023

NOTARY PUBLIC
Residing in Utah County

ATTEST: AMELIA POWERS GARDENER
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

Deputy

Reviewed as to form and compatibility with the laws of the State of Utah

COUNTY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the 26th day of August, 2019.

By signing below, Highland City accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2020-2022.

Mayor Rodney W. Mann

AGREEMENT NO. 2022 -_____

AMENDMENT TO INTERLOCAL AGREEMENT 2019-629
BETWEEN UTAH COUNTY AND HIGHLAND CITY

THIS AMENDMENT, made and entered into this 7 day of June 2022, by and between **UTAH COUNTY**, a corporate and political body of the State of Utah, hereinafter referred to as the **COUNTY**, and **HIGHLAND CITY,** a municipal corporation, hereinafter referred to as **CITY**.

WHEREAS, the above parties previously entered into Agreement No. 2019-629 relating to the Community Development Block Grant Program; and

WHEREAS, the COUNTY and CITY desire to further amend Agreement No. 2019-629 to continue CDBG efforts and maintain compliance with HUD requirements.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY hereby amend Agreement No. 2019-629 to read as follows:

Section 1, second to last sentence:

1. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree the City may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that 3-year period.

Section 2, first sentence:

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2017-2019) and for each successive 3-year period covered by this agreement.

Section 3:

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG program funds that HUD will hold the County, as the grantee under the CDBG programs, legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that (1) the City may not apply for grants under the Small City or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City may receive a formula allocation under the ESG Program only through the Urban County.

Section 5, first sentence:

5. Prior to disbursing any CDBG programs to any subrecipients, the County shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

Section 7:

7. City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, that the grant will be conducted in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws, and shall affirmatively further fair housing.

The remaining paragraphs of Agreement No. 2019-629 which have not been amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

_____

Thomas V. Sakievich, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAWS:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney

HIGHLAND CITY

HIGHLAND CITY

By: _____ June 13, 2022
Mayor

Attest:

By: _____
City Recorder

REVIEWED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
City Attorney

AGREEMENT NO. 2022 -_____

AMENDMENT TO INTERLOCAL AGREEMENT 2019-629
BETWEEN UTAH COUNTY AND HIGHLAND CITY

THIS AMENDMENT, made and entered into this _____ day of _____ 2022, by and between **UTAH COUNTY**, a corporate and political body of the State of Utah, hereinafter referred to as the **COUNTY**, and **HIGHLAND CITY,** a municipal corporation, hereinafter referred to as **CITY**.

WHEREAS, the above parties previously entered into Agreement No. 2019-629 relating to the Community Development Block Grant Program; and

WHEREAS, the above parties previously entered into Agreement No. 2022-640 amending Agreement No. 2019-629 to update the Department of Housing and Urban Development ("HUD") requirements; and

WHEREAS, the COUNTY and CITY desire to further amend Agreement No. 2019-629 to continue CDBG efforts and maintain compliance with HUD requirements.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY hereby amend Agreement No. 2019-629 to read as follows:

Recital C:

To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 91 and Part 570 (the "regulations"), which regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations,

and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that Highland City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

Section 1, second sentence:

1. This agreement covers the CDBG Entitlement and HOME programs.

Section 1, third to last sentence:

1. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however that this agreement will remain in effect in accordance with Paragraph 14 of this agreement.

Section 14

14. This agreement remains in effect until the CDBG and HOME funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods) are expended and the funded activities completed. Utah County and Highland City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

The remaining paragraphs of Agreements No. 2019-629, and 2022-640, which have not been amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

_____
Thomas V. Sakievich, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAWS:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney

HIGHLAND CITY

HIGHLAND CITY

By: _____
Mayor

Attest:

By: _____
City Recorder

REVIEWED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
City Attorney

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3e

DATE: September 20, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: **ACTION:** Final Plat – Ridgeview Plat I
TYPE: **LAND USE (ADMINISTRATIVE)**

PURPOSE:
The City Council will hold a public meeting to consider a request by Ivory Development LLC for final plat approval of 17 cottage lots on 1.62 acres located at approximately Dorado Way and Elmfield Way. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
On May 21, 2019, the property was rezoned as a Planned Development (PD) district. In the PD Narrative, this property was designated as cottage lots with a minimum density of 4 units per acre, and a maximum of 10 units per acre.

On November 9th, 2021, the City Council approved the preliminary plat for Pod B subject to nine stipulations. The preliminary plat included a total of 424 residential units, two roads (Featherstone Drive and Dorado Way), and the park.

BACKGROUND:
The property is approximately 1.62 acres and is located north of Elmfield Way and west of Dorado Way. The property is designated as cottage lots in the Ridgeview PD Zoning District.

SUMMARY OF REQUEST:
1. The applicant is requesting approval of a final plat for 17 cottage lots over 1.62 acres.

2. A 10' public utility is provided inside the lots along Elmfield Way and Dorado Way.

3. The landscaping in the park strip along Elmfield Way and Dorado Way are HOA maintained as indicated on the proposed plat.

STAFF REVIEW:
- The subdivision plat is consistent with the Ridgeview PD Zoning District.
- It conforms to the Development Code as applicable.
- The plat is consistent with the Preliminary Plat approved on November 9th, 2021.

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

STAFF RECOMMENDATION:

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

1) The recorded plat shall be in substantial conformance with the final plat dated September 13, 2022, except as modified by these stipulations.
2) The final plat and final civil engineering plans shall be reviewed and approved by the City Engineer prior to recordation.
3) All required public improvements shall be installed as required by the City Engineer and shown on the approved construction plans.
4) Project drainage shall meet the requirements of the City Engineer and drainage report.

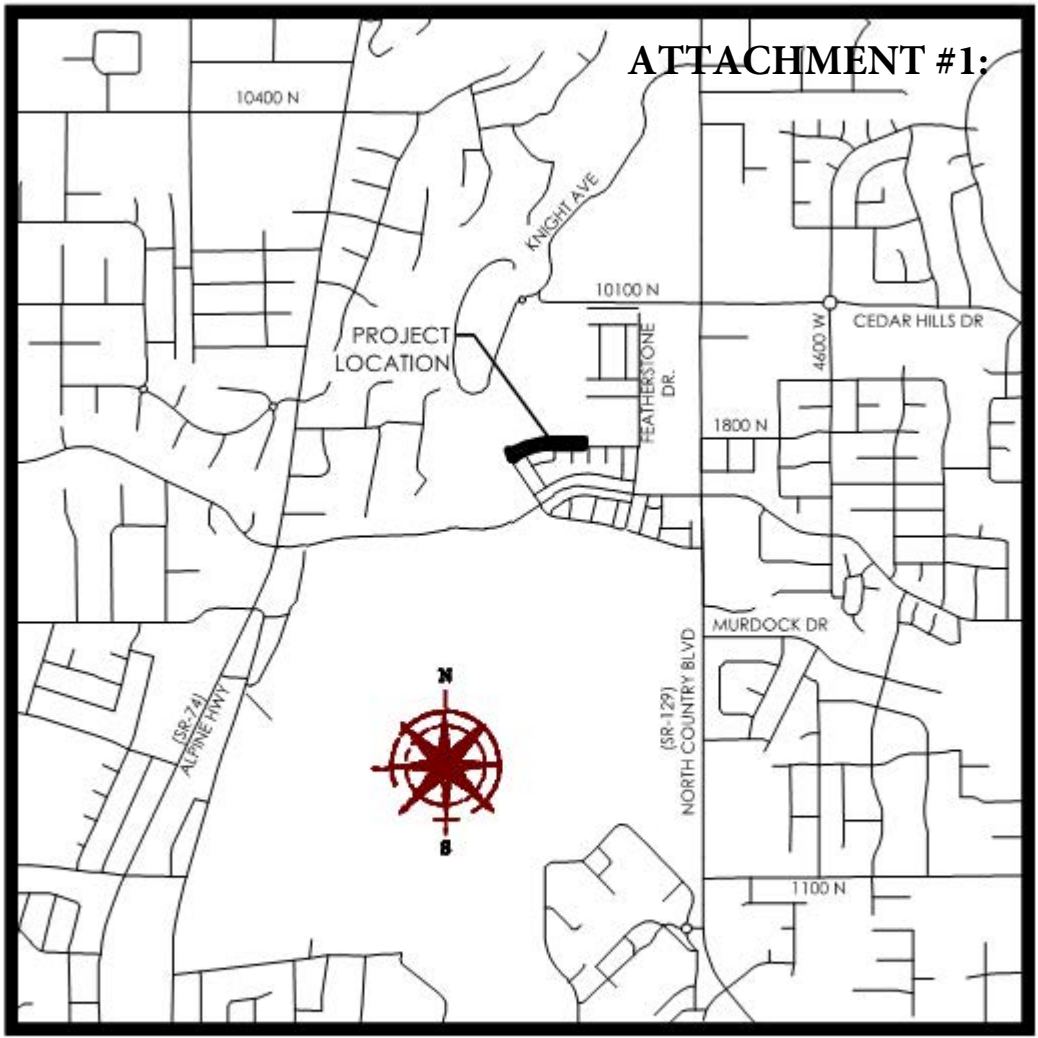
MOTION TO APPROVE:

I move that City Council **APPROVE** the final plat for Ridgeview Plat I subject to the four (4) stipulations recommended by Staff.

ATTACHMENTS:

1. Vicinity Map
2. Proposed Final Plat
3. Site Plan
4. Landscape Plan

ATTACHMENT #1:

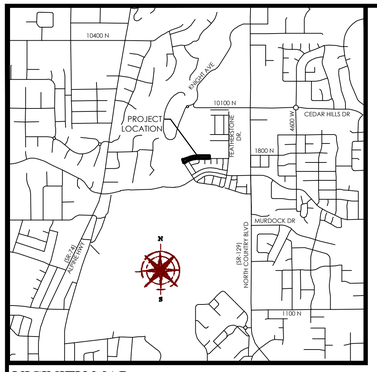


VICINITY MAP

NTS

RIDGEVIEW PLAT I

PLANNED UNIT DEVELOPMENT
LOCATED IN THE SE1/4 OF SECTION 1, T5S, R1E,
DATUM: NAD83
SALT LAKE BASE & MERIDIAN
HIGHLAND CITY, UTAH COUNTY, UTAH



VICINITY MAP
N.T.S

NOTES

1. ALL PUBLIC UTILITY EASEMENTS PLATTED HEREON ARE IN PERPETUITY FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PUBLIC UTILITIES, SIDEWALKS AND APPURTENANT PARTS THEREOF AND THE RIGHT TO REASONABLE ACCESS TO GRANTOR'S PROPERTY FOR THE ABOVE DESCRIBED PURPOSES. THE EASEMENTS SHALL RUN WITH THE REAL PROPERTY AND SHALL BE BINDING UPON THE GRANTOR AND THE GRANTOR'S SUCCESSORS, HEIRS, AND ASSIGNS.
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, RESOLUTIONS AND ORDINANCES.
3. THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLES. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.
4. #5x24 REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.
5. HOMEOWNERS ASSOCIATION: THE RIDGEVIEW MASTER ASSOCIATION, A UTAH NONPROFIT CORPORATION, WITH A REGISTERED ADDRESS OF 101 S. 200 E., Suite 200, SALT LAKE CITY, UT. 84111.
6. ALL RESIDENTIAL CONSTRUCTION WILL NEED TO MEET THE INTERNATIONAL FIRE CODE REQUIREMENTS AS ADOPTED BY HIGHLAND CITY.
7. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, RESOLUTIONS AND ORDINANCES.
8. ALL RESIDENTIAL CONSTRUCTION WILL NEED TO MEET THE INTERNATIONAL BUILDING CODE REQUIREMENTS AS ADOPTED BY HIGHLAND CITY.
9. 70% OF THE FRONT YARD LANDSCAPING SHALL BE INSTALLED BY THE HOMEOWNER WITHIN ONE YEAR AFTER RECEIVING A CERTIFICATE OF OCCUPANCY.
10. NO VEHICULAR ACCESS TO DORADO WAY IS ALLOWED ALONG LOT 117

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	771.00	2°14'29"	30.16	S88°52'46"W	30.16
C2	771.00	3°16'18"	44.02	S86°07'22"W	44.02
C3	771.00	3°16'18"	44.02	S82°51'05"W	44.02
C4	771.00	3°16'18"	44.02	S79°34'47"W	44.02
C5	771.00	3°15'59"	43.95	S76°18'39"W	43.95
C6	771.00	3°16'18"	44.02	S73°02'31"W	44.02
C7	771.00	3°16'18"	44.02	S69°46'13"W	44.02
C8	771.00	3°15'39"	43.88	S66°30'14"W	43.88
C9	771.00	3°15'59"	43.95	S63°14'25"W	43.95
C10	771.00	4°03'43"	54.66	S59°34'35"W	54.65

UTILITIES APPROVAL

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

ROCKY MOUNTAIN POWER DATE

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER 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 OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

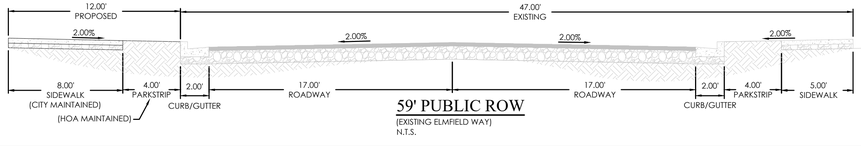
QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

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

BY _____

TITLE _____

PREPARED BY
FOCUS©
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, #200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com



59' PUBLIC ROW
(EXISTING ELMFIELD WAY)
N.T.S.

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- EXISTING STREET MONUMENT
- BOUNDARY MARKERS
- SECTION MONUMENT (FOUND)

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

EAST 1/4 CORNER OF SECTION 1, T5S, R1E, SLB&M FOUND 3" BRASS CAP UTAH COUNTY MONUMENT

BASIS OF BEARING: N0°06'11"W (SECTION LINE) MEASURED: 2,664.16' (UCS: 2,664.14')

NORTHEAST CORNER OF SECTION 1, T5S, R1E, SLB&M FOUND 3" BRASS CAP UTAH COUNTY MONUMENT

N0°02'46"W 2,665.21' (UCS: 2,665.22')

1927.73' (TIE)

SOUTHEAST CORNER OF SECTION 1, T5S, R1E, SLB&M FOUND 3" BRASS CAP UTAH COUNTY MONUMENT (PROJECT BENCHMARK)

DORADO WAY
(PUBLIC - 56' ROW)

R=328.00'
Δ=3°02'18"
L=17.39'
CH=S1°31'09"W 17.39'

S89°53'49"W 1235.80'(TIE)

SOUTH 55.61'

R=15.00'
Δ=90°00'00"
L=23.56'
CH=S45°00'00"W 21.21'

POINT OF BEGINNING

10.0' P.U.E.

N90°00'00"E 379.45'

WEST 330.36'

427 0.11 acres 4584 sqft
426 0.09 acres 3784 sqft
425 0.11 acres 4576 sqft
424 0.09 acres 3784 sqft
423 0.09 acres 3872 sqft
422 0.09 acres 3784 sqft
421 0.11 acres 4576 sqft
420 0.10 acres 4199 sqft
419 0.09 acres 4106 sqft
418 0.09 acres 4093 sqft
417 0.09 acres 4086 sqft
416 0.09 acres 4074 sqft
415 0.09 acres 4078 sqft
414 0.09 acres 4078 sqft
413 0.09 acres 4067 sqft
412 0.10 acres 4232 sqft
411 0.11 acres 4644 sqft

S0°05'34"W 88.00'
S2°14'29"E 88.66'
S5°30'47"E 88.26'
S8°47'04"E 88.10'
S12°03'22"E 87.98'
S15°19'21"E 87.91'
S18°35'38"E 87.88'
S21°51'56"E 87.98'
S25°07'35"E 87.96'
S28°23'54"E 94.37'

N85°39'47"E 49.07'
N82°39'31"E 49.05'
N79°26'25"E 49.04'
N76°13'29"E 48.96'
N73°00'34"E 49.04'
N69°47'31"E 49.04'
N66°34'46"E 48.88'
N70°40'21"E 89.76'

R=771.00'
Δ=32°27'17"
L=436.73'
CH=S73°46'22"W 430.91'

N20°07'23"W 103.72'

SUNNYBANK PLACE
(PRIVATE - 28' ROW)

WILLOW WAY
(PRIVATE - 28' ROW)

ELMFIELD WAY
(PUBLIC - 59' ROW)

FREEHOLD LANE
(PRIVATE - 28' ROW)

WILLOWBANK DRIVE
(PUBLIC - 56' ROW)

RIDGEVIEW PUD PLAT B-2 ENTRY 175355:2021

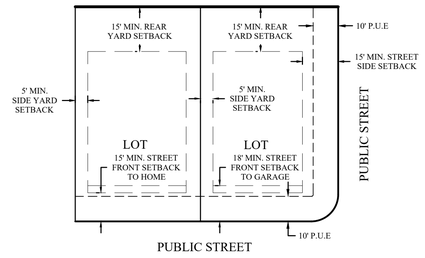
RIDGEVIEW PUD PLAT B-1 ENTRY 143967:2021

RIDGEVIEW PUD PLAT A ENTRY 143966:2021

IVORY DEVELOPMENT LLC 12:004:0058 SWD ENTRY:187942-2021

20.0' SEWER EASEMENT ENTRY:____

349 348 347 344 345 346 343 342 341 338 339 340 337 336 335 322 321 323 320 324 319 325 317 314 315 316 410



TYPICAL BUILDING SETBACKS
(COTTAGE LOTS - 3,500 S.F. MIN)

PREPARED FOR
IVORY DEVELOPMENT LLC
3340 NORTH, CENTER STREET
LEHI, UTAH 84043
(801) 407-6841
CONTACT: BRAD MACKAY

Point Table		
Point #	Northing	Easting
1	10000.000	10000.000
2	12664.157	9995.208
3	15329.368	9993.059

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 183395 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into a lots, together with easements, to be hereafter known as RIDGEVIEW PLAT I, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

FOR REVIEW ONLY

EVAN J. WOOD DATE
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 183395

BOUNDARY DESCRIPTION

A part of the Southeast Quarter of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Highland City, Utah County, Utah, being more particularly described as follows:

Beginning at a point along the Northerly right-of-way line of Elmfield Way as determined by RIDGEVIEW PUD PLAT B-2 recorded October 13, 2021 as Entry No. 175355:2021 in the Utah County Recorder's Office, Said point also being N00°06'11"W 1927.73 along the Section line and S89°53'49"E 1235.80 from the Southeast Corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing N0°06'11"W 2,664.16 feet from the Southeast Corner of Section 1 and the East 1/4 corner of Section 1); thence along said right-of-way line West 330.36 feet to and along the Northerly right-of-way line of Elmfield Way as determined by RIDGEVIEW PUD PLAT B-1 recorded August 17, 2021 as Entry No. 143967:2021 in the Utah County Recorder Office; thence along the arc of said right-of-way of a curve to the left with a radius of 771.00 feet a distance of 436.73 feet through a central angle of 32°27'17" Chord: S73°46'22"W 430.91 feet; thence N20°07'23"w 103.72 feet; thence N70°40'21"E 89.76 feet; thence N66°34'46"E 48.88 feet; thence N69°47'31"E 49.04 feet; thence N73°00'34"E 49.04 feet; thence N76°13'29"E 48.96 feet; thence N79°26'25"E 49.04 feet; thence N82°39'31"E 49.05 feet; thence N85°39'47"E 49.07 feet; thence East 379.45 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 328.00 feet (radius bears: S86°57'42"E) a distance of 17.39 feet through a central angle of 03°02'18" Chord: S01°31'09"W 17.39 feet; thence South 55.61 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S45°00'00"W 21.21 feet to the point of beginning.

Contains: 1.62 acres+/-

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(D) THE OWNER HEREBY CONVEYS THE COMMON AREA/PRIVATE OPEN SPACE, PRIVATE DRIVEWAYS AND ROADS AS INDICATED HEREON, TO THE RIDGEVIEW MASTER ASSOCIATION, A UTAH NONPROFIT CORPORATION, WITH A REGISTERED ADDRESS OF 101 S. 200 E., Suite 200, SALT LAKE CITY, UT. 84111.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ A.D. 20__

BY:_____
(PRINTED NAME)

ITS:_____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AN FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, CHRISTOPHER P. GAMVROULAS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC, A UTAH LLC AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No._____

_____
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

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

APPROVED BY MAYOR

APPROVED BY ENGINEER (SEE SEAL BELOW)

ATTEST_____
CLERK-RECORDER (SEE SEAL BELOW)

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS ____ DAY OF _____ , A.D. 20____.

HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____ , A.D. 20____ BY THE HIGHLAND CITY PLANNING COMMISSION.

DIRECTOR, COMMUNITY DEVELOPMENT

CHAIRMAN, PLANNING COMMISSION

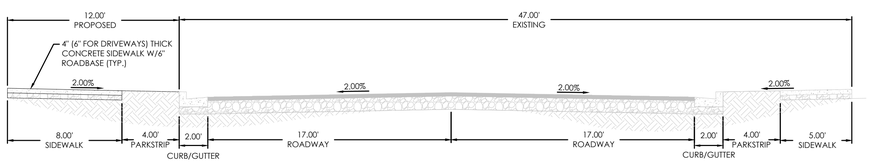
RIDGEVIEW PLAT I

PLANNED UNIT DEVELOPMENT
LOCATED IN THE SE1/4 OF SECTION 1, T5S, R1E,
DATUM: NAD83
SALT LAKE BASE & MERIDIAN
HIGHLAND CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	HIGHLAND CITY ENGINEER SEAL	HIGHLAND CITY RECORDER SEAL	UTAH COUNTY RECORDER STAMP

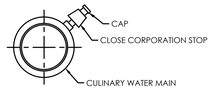
z:_2022\22-0011 ridgeview plat i (ivory)\design 22-0011\dwg\sheets\C2 - Plat.dwg

ATTACHMENT #3:

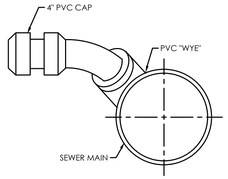


59' PUBLIC ROW
(EXISTING ELMFIELD WAY)

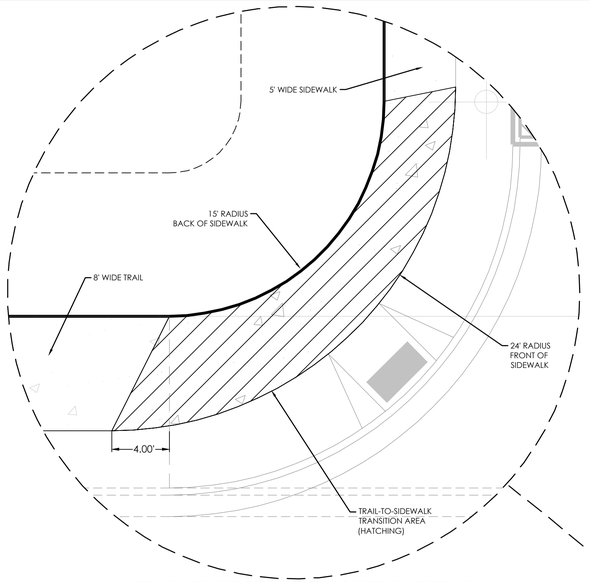
NOTES:
1. RELOCATED WATER LATERALS ARE TO BE STOPPED AND ABANDONED AT THE MAINLINE.
2. REMOVAL OF SEWER LATERALS ARE TO BE DISCONNECTED AT THE MAIN.
3. ALL EXISTING WATER CANS TO REMAIN SHALL REMAIN OUTSIDE OF ANY DRIVEWAY LOCATED ON THAT LOT.
4. ALL SERVICES THAT ARE PLANNED TO BE RELOCATED TO DIFFERENT LOTS NEED TO BE TERMINATED AT THE MAIN AND INSPECTED BY CITY STAFF PRIOR TO CLOSING TRENCH
5. ALL ASPHALT REPAIRS SHALL BE CRACK-SEALED AND THE ENTIRE STREET MUST RECEIVE A SEALCOAT AFTER ASPHALT REPAIRS ARE COMPLETED.



WATER LATERAL REMOVAL



SEWER LATERAL REMOVAL



TRAIL TO SIDEWALK TRANSITION DETAIL
N.T.S

LEGEND

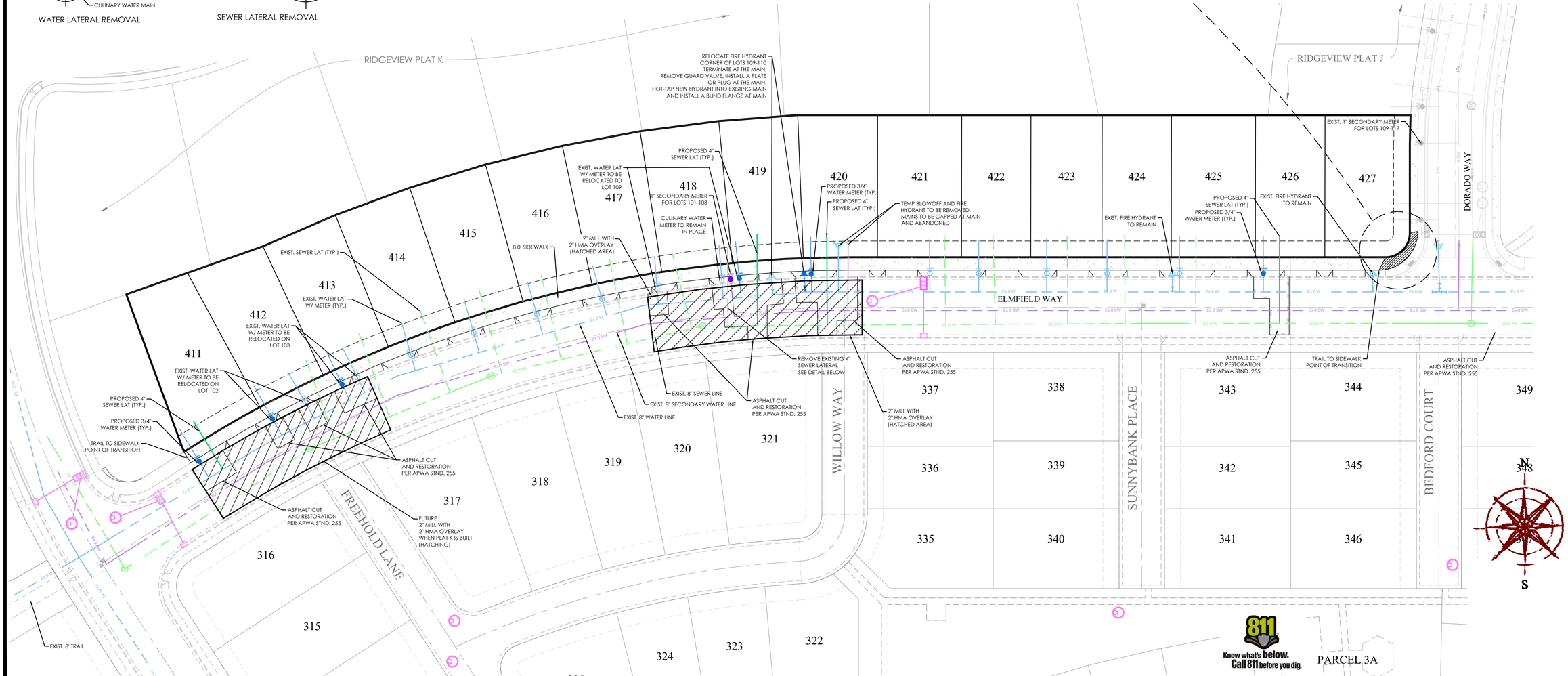
- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15" STORM DRAIN
- 8" SANITARY SEWER
- 8" CULINARY WATER
- 8" SECONDARY WATER
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- PI METER, CULINARY METER
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION

o XXXX.XX

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.



811 Know what's below. Call 811 before you dig.

FOCUS©
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

FOR REVIEW ONLY

RIDGEVIEW PLAT I

HIGHLAND CITY, UTAH COUNTY, UTAH

SITE PLAN

REVISION BLOCK

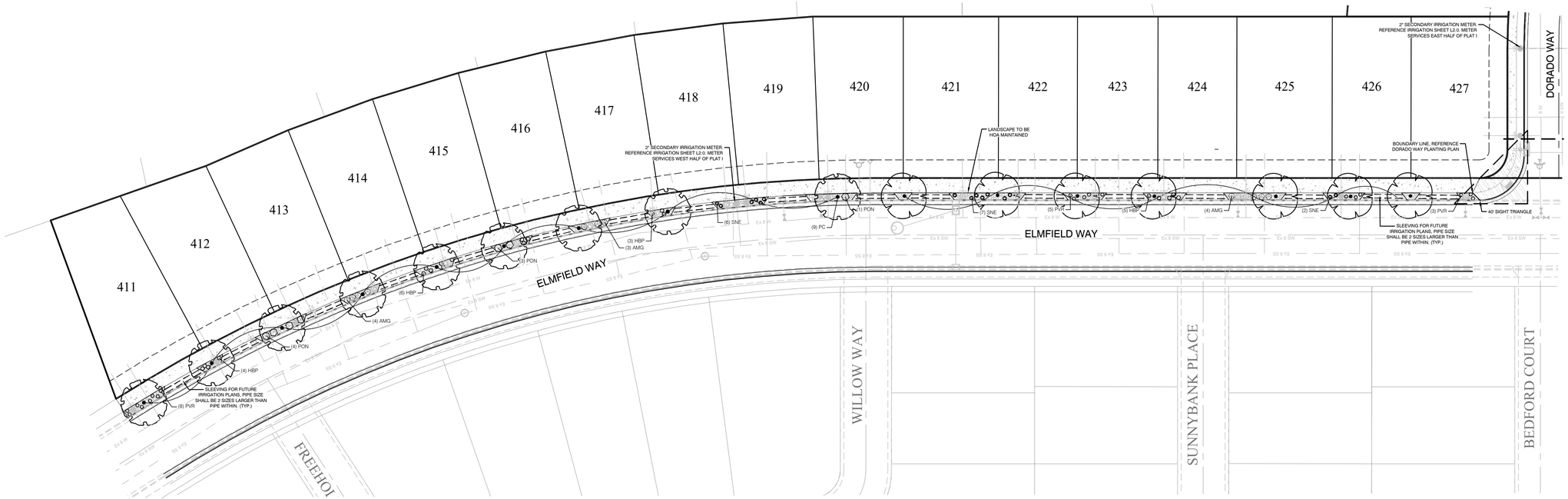
#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

SITE PLAN

Scale: 1"=30'	Drawn: CSA
Date: 09/13/22	Job #: 22-0011
Sheet: C3	

Z:_2022\22-0011 ridgeview plat I (ivory) design 22-0011 \dwg\sheets\C3 - SITE PLAN.dwg

ATTACHMENT #4:

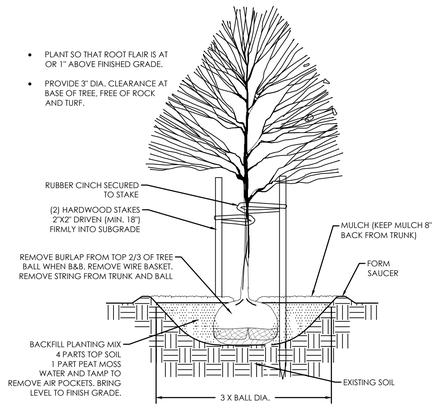


PLANT SCHEDULE PLAT I

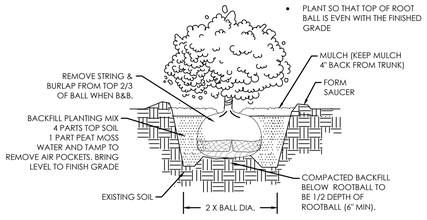
TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
KP	Koelreuteria paniculata	Golden Rain Tree	1.5" Cal.	7
PC	Pyrus calleryana 'Cleveland Select'	Cleveland Select Callery Pear	1.5" Cal.	9
SHRUBS	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**
AMG	Aronia melanocarpa `UCONNAM012` TM	Ground Hug Black Chokeberry	2 gal.	11
PON	Physocarpus opulifolius `Nugget`	Nugget Ninebark	5 gal.	11
ORNAMENTAL GRASSES	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**
PVR	Panicum virgatum 'Rotstrahlbusch'	Rotstrahlbusch Red Switch Grass	1 gal.	19
PERENNIALS	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**
HBP	Hemerocallis x 'Buttered Popcorn'	Buttered Popcorn Daylily	1 gal.	21
SNE	Salvia nemorosa 'East Friesland'	East Friesland Meadow Sage	2 gal.	15

LANDSCAPE NOTES

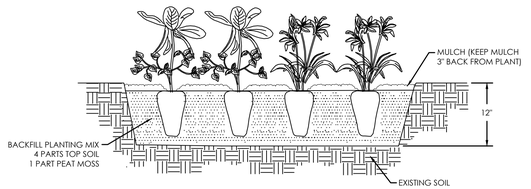
1. TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED ROCK MULCH WITH 4" DEEP OF 2" TO 4" SOUTH TOWN COBBLE ROCK MULCH FROM NEPHI SANDSTONE IN NEPHI, UTAH OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED.



A TREE PLANTING & STAKING
NOT TO SCALE



B SHRUB PLANTING
NOT TO SCALE



C PERENNIAL PLANTING
NOT TO SCALE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

Know what's below. Call 811 before you dig.

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MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

FOR REVIEW ONLY

RIDGEVIEW PLAT I
HIGHLAND CITY, UTAH
LANDSCAPE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

LANDSCAPE PLAN

Scale: 1"=30'	Drawn: MI
Date: 09/13/22	Job #: 22-0011
Sheet: L1.0	

Z:_2022\22-0011 ridgeview plat I (ivory)\design 22-0011\dwg\sheets\L1.0-LX LANDSCAPE PLAN.dwg

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3f

DATE: September 20, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: **ACTION:** Final Plat – Ridgeview Plat J
TYPE: **LAND USE (ADMINISTRATIVE)**

PURPOSE:
The City Council will hold a public meeting to consider a request by Ivory Development LLC for final plat approval of 23 cottage lots on 2.37 acres located at approximately Dorado Way and 10100 N. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
On May 21, 2019, the property was rezoned as a Planned Development (PD) district. In the PD Narrative, this property was designated as cottage lots with a minimum density of 4 units per acre, and a maximum of 10 units per acre.

On November 9th, 2021, the City Council approved the preliminary plat for Pod B subject to nine stipulations. The preliminary plat included a total of 424 residential units, two roads (Featherstone Drive and Dorado Way), and the park.

BACKGROUND:
The property is approximately 2.37 acres and is located south of 10100 N and west of Dorado Way. The property is designated as cottage lots in the Ridgeview PD Zoning District.

SUMMARY OF REQUEST:
1. The applicant is requesting approval of a final plat for 23 cottage lots over 2.37 acres.

2. A 10' public utility is provided inside the lots along Dorado Way, Willowbank Drive, and Southwood Way.

3. The landscaping in the park strip along the roads is HOA maintained as indicated on the landscape plan.

4. Parcel B, between lots 436 and 435, is a 10' wide asphalt trail that will connect future phases to Dorado Way. This provides a trail connection for the cottages to the community park.

STAFF REVIEW:
- The subdivision plat is consistent with the Ridgeview PD Zoning District.
- It conforms to the Development Code as applicable.

- The plat is consistent with the Preliminary Plat approved on November 9th, 2021.

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

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

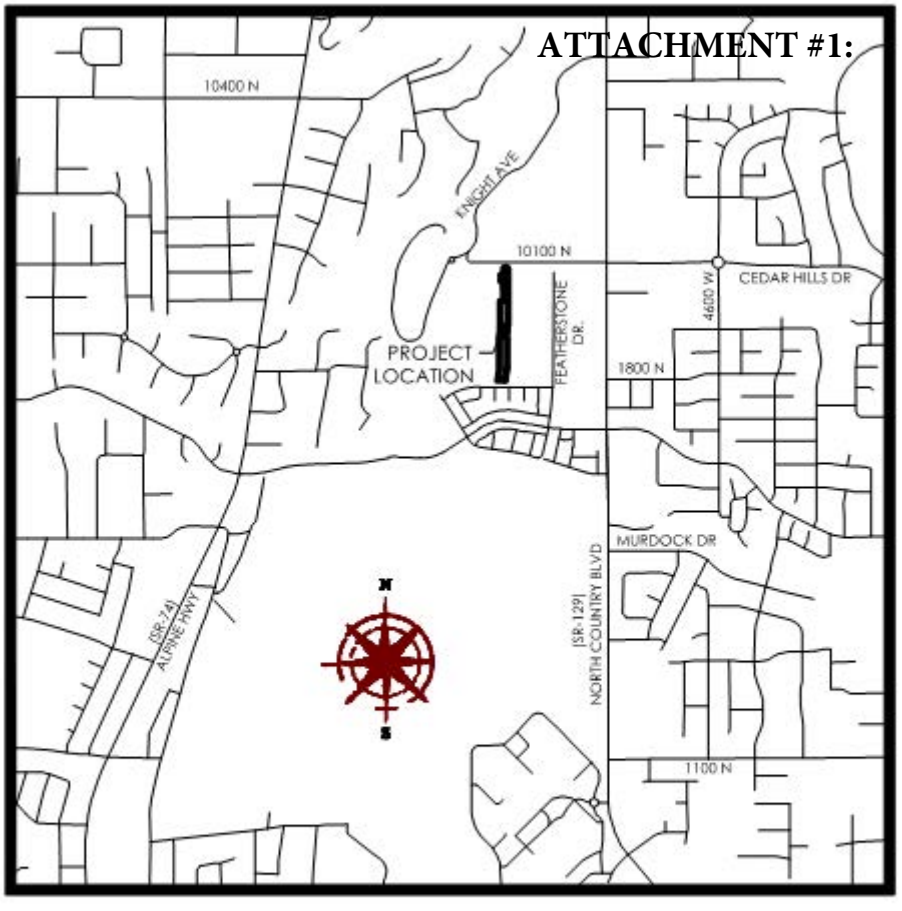
1) The recorded plat shall be in substantial conformance with the final plat dated September 13, 2022, except as modified by these stipulations.
2) The final plat and final civil engineering plans shall be reviewed and approved by the City Engineer prior to recordation.
3) All required public improvements shall be installed as required by the City Engineer and shown on the approved construction plans.
4) Project drainage shall meet the requirements of the City Engineer and drainage report.

MOTION TO APPROVE:
I move that City Council **APPROVE** the final plat for Ridgeview Plat J subject to the four (4) stipulations recommended by Staff.

ATTACHMENTS:

1. Vicinity Map
2. Proposed Final Plat
3. Site Plan
4. Landscape Plan

ATTACHMENT #1:

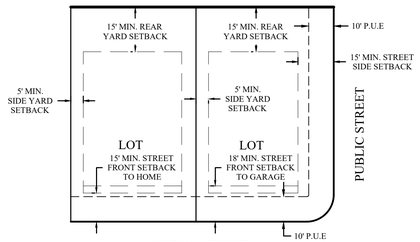


VICINITY MAP

NTS

ATTACHMENT #2:

VICINITY MAP
N.T.S

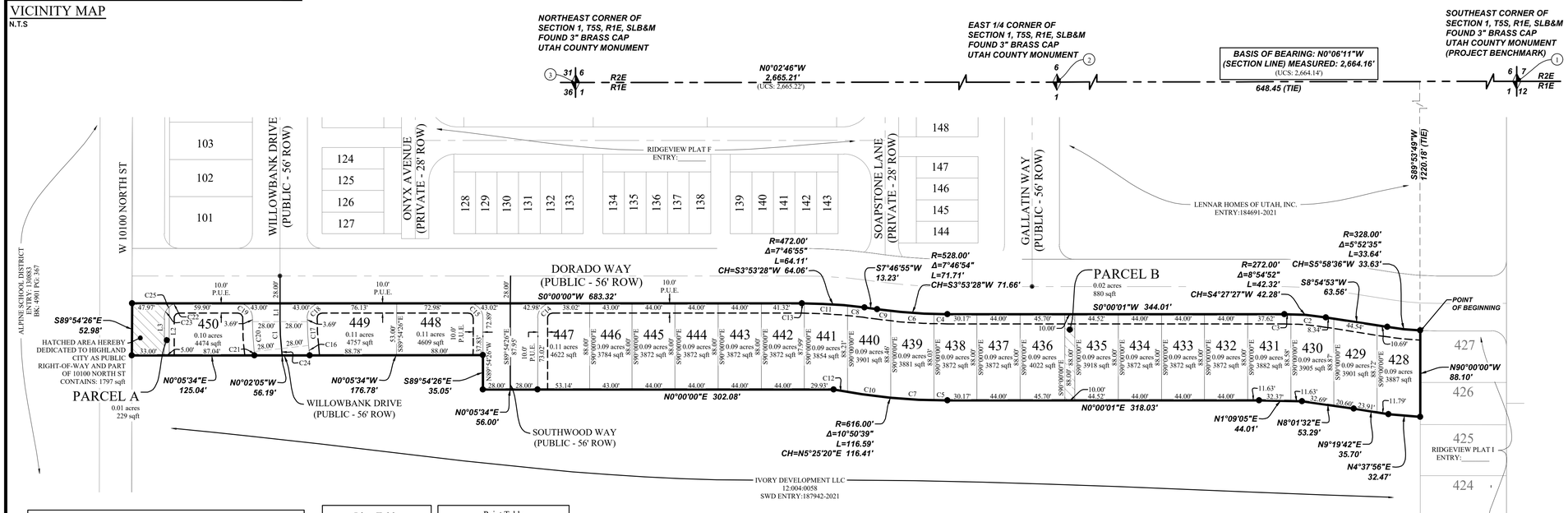


TYPICAL BUILDING SETBACKS
(COTTAGE LOTS - 3,500 S.F. MIN)

RIDGEVIEW PLAT J

PLANNED UNIT DEVELOPMENT
LOCATED IN THE SE1/4 OF SECTION 1, T5S, R1E,
DATUM: NAD83
SALT LAKE BASE & MERIDIAN
HIGHLAND CITY, UTAH COUNTY, UTAH

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



Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	250.00	6°17'21"	27.44	N86°51'20"E	27.43
C2	272.00	7°34'10"	35.93	S05°07'48"W	35.91
C3	272.00	1°20'42"	6.39	S00°40'22"W	6.39
C4	528.00	1°30'02"	13.83	S00°45'02"W	13.83
C5	616.00	1°17'10"	13.83	N00°38'36"E	13.83
C6	528.00	4°47'14"	44.11	S03°53'40"W	44.10
C7	616.00	4°06'01"	44.08	N03°20'12"E	44.07
C8	472.00	2°06'22"	17.35	S06°43'44"W	17.35
C9	528.00	1°29'38"	13.77	S07°02'06"W	13.77
C10	616.00	4°07'42"	44.38	N07°27'03"E	44.37
C11	472.00	5°21'01"	44.08	S03°00'02"W	44.06
C12	616.00	1°19'45"	14.29	N10°10'47"E	14.29
C13	472.00	0°19'31"	2.68	S00°09'46"W	2.68
C14	15.00	89°54'26"	23.54	S44°57'13"E	21.20
C15	15.00	90°05'34"	23.59	S45°02'47"W	21.23
C16	278.00	2°05'55"	10.18	N84°45'37"E	10.18
C17	222.00	6°17'21"	24.37	N86°51'20"E	24.36
C18	15.00	90°00'00"	23.56	S45°00'00"E	21.21
C19	15.00	90°00'00"	23.56	S45°00'00"W	21.21
C20	278.00	6°17'21"	30.51	S86°51'20"W	30.50
C21	222.00	1°02'51"	4.06	S84°14'05"W	4.06
C22	15.00	41°43'03"	10.92	S20°51'31"E	10.68
C23	15.00	48°11'23"	12.62	S65°48'45"E	12.25
C24	250.00	1°37'55"	7.12	N84°31'37"E	7.12
C25	15.00	89°54'26"	23.54	S44°57'13"E	21.20

Line Table		
LINE	DIRECTION	LENGTH
L1	N90°00'00"E	18.69
L2	S89°54'26"E	49.23
L3	S89°54'26"E	38.05

Point Table		
Point #	Northing	Easting
1	10000.000	10000.000
2	12664.157	9995.208
3	15329.368	9993.059

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER 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 OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

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

BY _____

TITLE _____

NOTES

1. #5x24 REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.
2. ALL PUBLIC UTILITY EASEMENTS PLATTED HEREON ARE IN PERPETUITY FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PUBLIC UTILITIES, SIDEWALKS AND APPURTENANT PARTS THEREOF AND THE RIGHT TO REASONABLE ACCESS TO GRANTOR'S PROPERTY FOR THE ABOVE DESCRIBED PURPOSES. THE EASEMENTS SHALL RUN WITH THE REAL PROPERTY AND SHALL BE BINDING UPON THE GRANTOR AND THE GRANTOR'S SUCCESSORS, HEIRS, AND ASSIGNS.
3. NO VEHICULAR ACCESS TO DORADO WAY IS ALLOWED ALONG LOT 120, LOT 121, LOT 122, AND LOT 123
4. ALL RESIDENTIAL CONSTRUCTION WILL NEED TO MEET THE INTERNATIONAL BUILDING CODE REQUIREMENTS AS ADOPTED BY HIGHLAND CITY.
5. PARCEL A AND PARCEL B ARE COMMON AREA HEREBY CONVEYED TO AND MAINTAINED BY THE HOA.
6. HOMEOWNERS ASSOCIATION: THE RIDGEVIEW MASTER ASSOCIATION, A UTAH NONPROFIT CORPORATION, WITH A REGISTERED ADDRESS OF 101 S. 200 E., Suite 200, SALT LAKE CITY, UT. 84111.
7. ALL RESIDENTIAL CONSTRUCTION WILL NEED TO MEET THE INTERNATIONAL FIRE CODE REQUIREMENTS AS ADOPTED BY HIGHLAND CITY.
8. ALL COMMON AREAS AND PUBLIC RIGHT-OF-WAY TO SERVE AS MUNICIPAL UTILITY EASEMENTS IN FAVOR OF HIGHLAND CITY.
9. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, RESOLUTIONS AND ORDINANCES.
10. THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLES. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.
11. 70% OF THE FRONT YARD LANDSCAPING SHALL BE INSTALLED BY THE HOMEOWNER WITHIN ONE YEAR AFTER RECEIVING A CERTIFICATE OF OCCUPANCY.

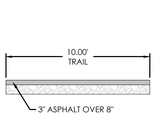
UTILITIES APPROVAL

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

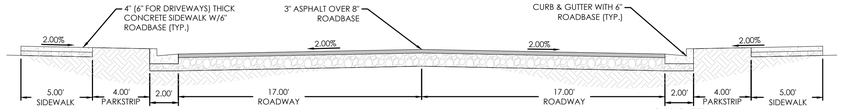
ROCKY MOUNTAIN POWER DATE

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- CENTERLINE
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- BOUNDARY MARKERS
- EXISTING STREET MONUMENT
- MONUMENT POINT
- 10100 NORTH ST R.O.W. DEDICA
- LIMITED COMMON
- PRIVATE OWNERSHIP



10' TRAIL
N.T.S.



PROPOSED 56' PUBLIC ROW WILLOWBANK DRIVE SOUTHWOOD WAY
N.T.S

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 183395 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into a lots, streets, parcels, together with easements, to be hereafter known as RIDGEVIEW PLAT J, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

FOR REVIEW ONLY

_____ _____
EVAN J. WOOD DATE
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 183395

BOUNDARY DESCRIPTION

located in the Southeast Quarter and the Northeast Quarter of Section 1, Township 5 South, Range 1 East, Salt Lake Base & Meridian, being located in that Special Warranty Deed recorded November 5,2021 as Entry 187942:2021 in the Utah County Recorder's Office, more particularly described as follows:

Beginning at a point S0°06'11"E 648.45 feet along the Section line and S89°53'49"W 1220.18 feet from the East 1/4 Corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence West 88.10 feet; thence N04°37'56"E 32.47 feet; thence N09°19'42"E 35.70 feet; thence N01°09'05"E 44.01 feet; thence N00°00'01"E 318.03 feet; thence along the arc of a curve to the right with a radius of 616.00 feet a distance of 116.59 feet through a central angle of 10°50'39" Chord: N05°25'20"E 116.41 feet; thence North 302.08 feet; thence N00°05'34"E 56.00 feet; thence S89°54'26"E 35.05 feet; thence N00°05'34"W 176.78 feet; thence N00°02'05"W 56.19 feet; thence N00°05'34"E 125.04 feet to the southerly line of a Corrected Special Warranty Deed as Recorded at Entry No. 79132:1998 in the Utah County Recorder's Office; thence along said Special Warranty Deed S89°54'26"E 52.98 feet; thence South 683.32 feet; thence along the arc of a curve to the right with a radius of 472.00 feet a distance of 64.11 feet through a central angle of 07°46'55" Chord: S03°53'28"W 64.06 feet; thence S07°46'55"W 13.23 feet; thence along the arc of a curve to the left with a radius of 528.00 feet a distance of 71.71 feet through a central angle of 07°46'54" Chord: S03°53'28"W 71.66 feet; thence S00°00'01"W 344.01 feet; thence along the arc of a curve to the right with a radius of 272.00 feet a distance of 42.32 feet through a central angle of 08°54'52" Chord: S04°27'27"W 42.28 feet; thence S08°54'53"W 63.56 feet; thence along the arc of a curve to the left with a radius of 328.00 feet a distance of 33.64 feet through a central angle of 05°52'35" Chord: S05°58'36"W 33.63 feet to the point of beginning.

Contains: 2.37 acres+/-

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(D) THE OWNER HEREBY CONVEYS THE COMMON AREA/PRIVATE OPEN SPACE, PRIVATE DRIVEWAYS AND ROADS AS INDICATED HEREON, TO THE RIDGEVIEW MASTER ASSOCIATION, A UTAH NONPROFIT CORPORATION, WITH A REGISTERED ADDRESS OF 101 S. 200 E., Suite 200, SALT LAKE CITY, UT. 84111.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ A.D. 20__

_____
BY:_____
(PRINTED NAME)

ITS:_____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AN FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, CHRISTOPHER P. GAMVROULAS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC, A UTAH LLC AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____ _____
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No._____ _____
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

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

_____ _____
APPROVED BY MAYOR

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

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS ____ DAY OF _____ , A.D. 20____.

_____
HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____ , A.D. 20____. BY THE HIGHLAND CITY PLANNING COMMISSION.

_____ _____
DIRECTOR, COMMUNITY DEVELOPMENT CHAIRMAN, PLANNING COMMISSION

RIDGEVIEW PLAT J

PLANNED UNIT DEVELOPMENT
LOCATED IN THE SE1/4 OF SECTION 1, T5S, R1E,
DATUM: NAD83
SALT LAKE BASE & MERIDIAN
HIGHLAND CITY, UTAH COUNTY, UTAH

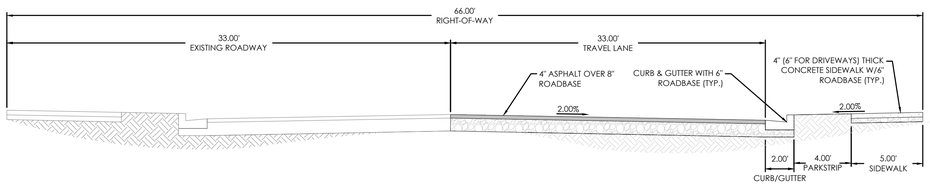
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	HIGHLAND CITY ENGINEER SEAL	HIGHLAND CITY RECORDER SEAL	UTAH COUNTY RECORDER STAMP

PREPARED BY
FOCUS©
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, #200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

PREPARED FOR
IVORY DEVELOPMENT LLC
3340 NORTH, CENTER STREET
LEHI, UTAH 84043
(801) 407-6841
CONTACT: BRAD MACKAY

Z:_2022\22-0012 Ridgeview Plat J (Ivory)\design 22-0012\dwg\sheets\C2 - final Plat.dwg

ATTACHMENT #3:



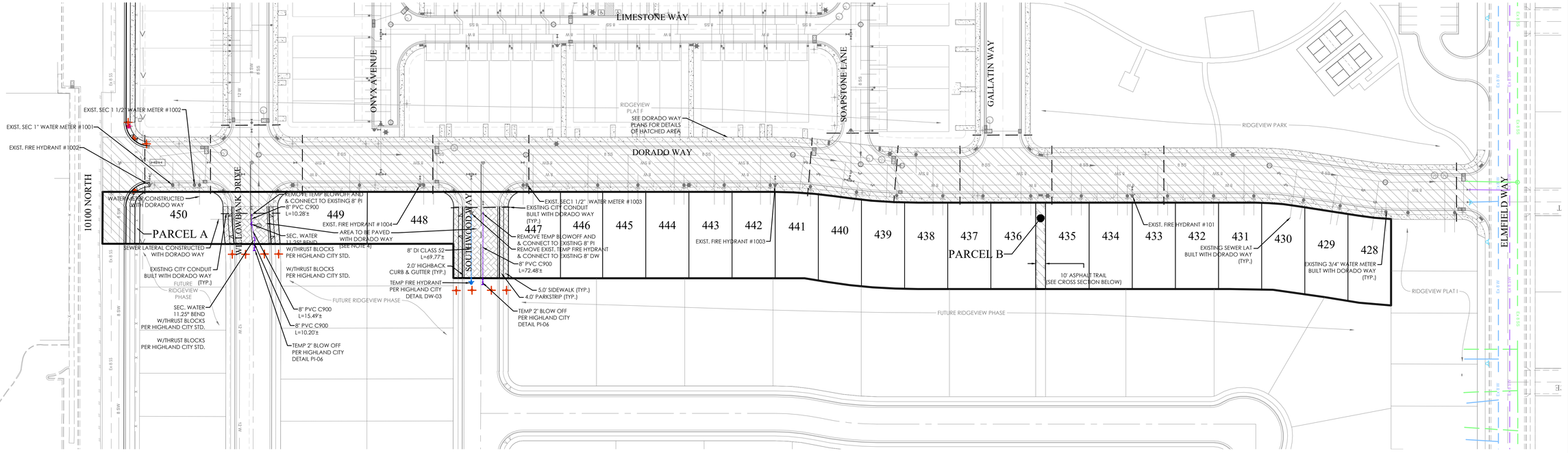
66' PUBLIC ROW - HALF WIDTH

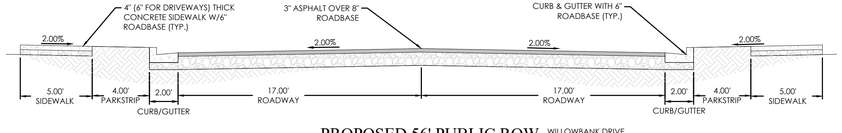
W 10100 NORTH STREET - SOUTH HALF BUILT WITH THIS PLAT

SEE NOTE 4

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15" STORM DRAIN
- 8" SANITARY SEWER
- 8" CULINARY WATER
- 8" SECONDARY WATER
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- PI METER
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION
- HIGHLAND CITY CONDUIT
- DRAINAGE SWALE

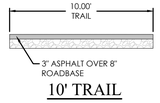




PROPOSED 56' PUBLIC ROW

N.T.S

WILLOWBANK DRIVE
SOUTHWOOD WAY



10' TRAIL

NOTES:

1) FOR BUILDING PERMITS TO BE ISSUED THE FOLLOWING MUST BE MET FOR PLAT J:
   1)1) 12" DRINKING WATER LINE CONSTRUCTED FROM EXISTING 12" TO DORADO WAY
   1)2) ALL OF DORADO WAY WITH COMPLETED UTILITIES
   1)3) ALL CONNECTIONS INTO ELMFIELD WAY COMPLETED.

2) PARCELS A AND B MUST BE CLEARLY STAKED AT ALL TIMES DURING CONSTRUCTION. THESE PARCELS MUST BE AS-BUILT, AND A STAMPED RESULTS OF SURVEY SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS.

3) AREA ALONG 10100 NORTH TO BE DEDICATED TO HIGHLAND CITY MUST BE CLEARLY STAKED AT ALL TIMES DURING CONSTRUCTION. THIS AREA MUST BE AS-BUILT, AND A STAMPED RESULTS OF SURVEY BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS.

4) SOUTHWOOD WAY AND WILLOWBANK DRIVE WITHIN PLAT J TO BE PAVED WITH DORADO WAY.

N S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

811 Know what's below. Call 811 before you dig.

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6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

FOR REVIEW ONLY

RIDGEVIEW PLAT J

HIGHLAND CITY, UTAH COUNTY, UTAH

SITE PLAN

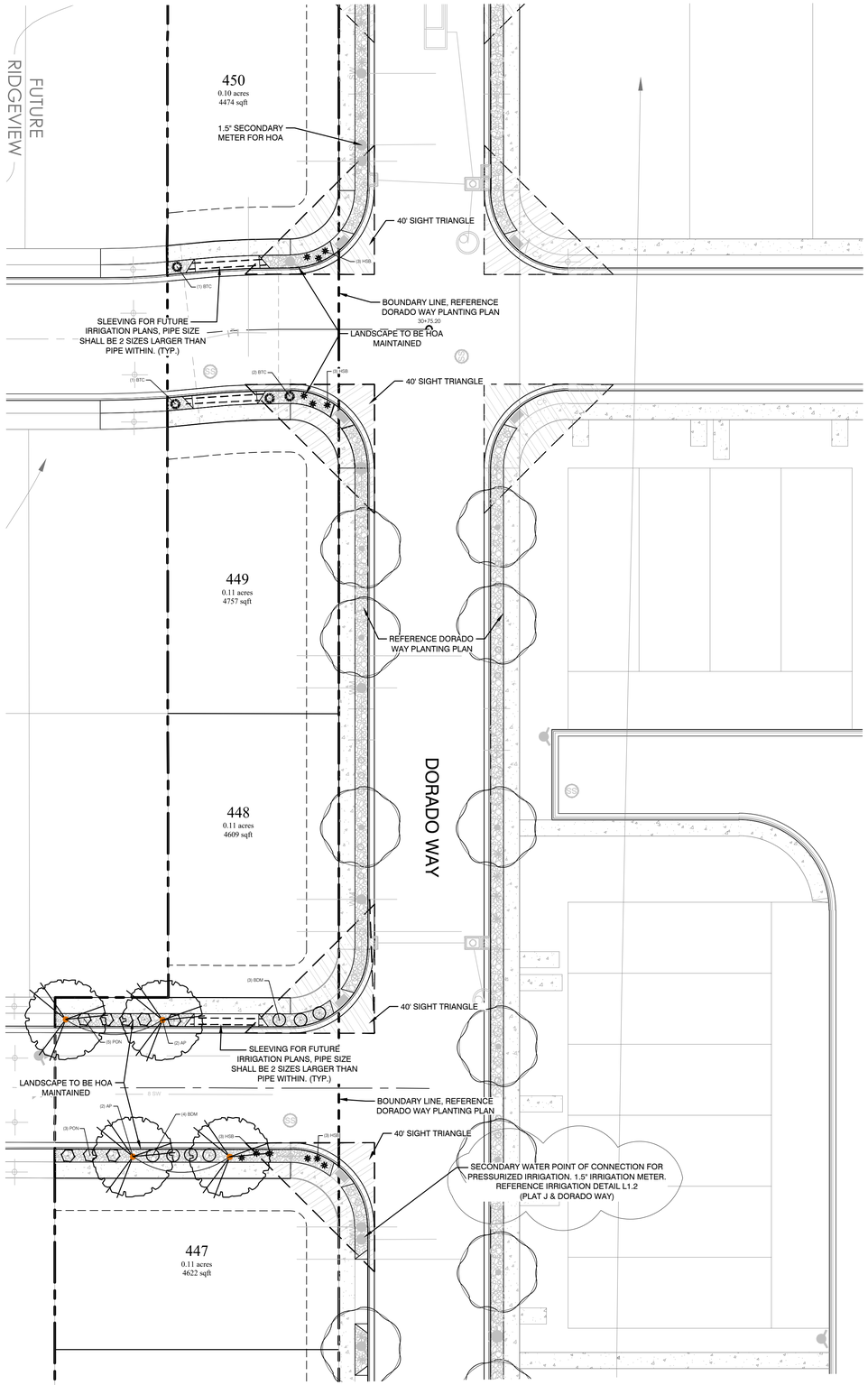
REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

SITE PLAN

Scale:	1"=50'	Drawn:	CSA
Date:	09/13/22	Job #:	22-0012
Sheet:	C3		

Z:_2022\22-0012 Ridgeview Plat J (Ivory)\design 22-0012\dwg\sheets\C3 - SITE PLAN.dwg

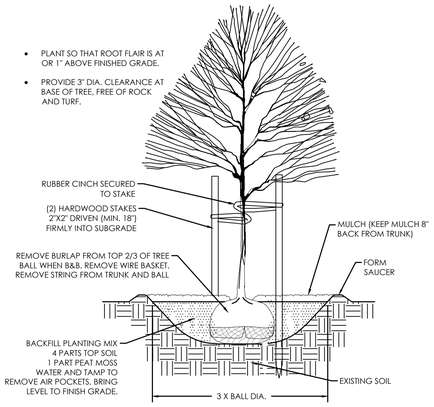


PLANT SCHEDULE

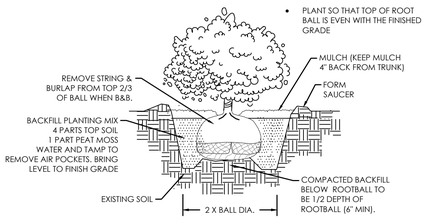
TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
AP	Aesculus pavia	Red Buckeye	1.5" Cal.	4
SHRUBS	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**
BTC	Berberis thunbergii `Crimson Pigmy'	Crimson Pigmy Barberry	5 gal.	4
BDM	Buddleja davidii `Buzz Magenta'	Buzz Magenta Butterfly Bush	5 gal.	7
PON	Physocarpus opulifolius `Nugget`	Nugget Ninebark	5 gal.	8
ORNAMENTAL GRASSES	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**
HSB	Helictotrichon sempervirens `Sapphire`	Sapphire Blue Oat Grass	1 gal.	12

LANDSCAPE NOTES

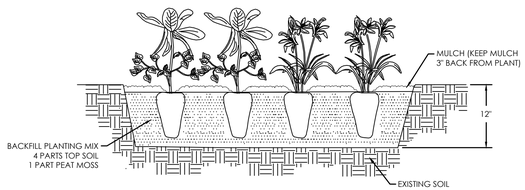
1. TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED ROCK MULCH WITH 4" DEEP OF 2" TO 4" SOUTH TOWN COBBLE ROCK MULCH FROM NEPHI SANDSTONE IN NEPHI, UTAH OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED.



A TREE PLANTING & STAKING
NOT TO SCALE



B SHRUB PLANTING
NOT TO SCALE



C PERENNIAL PLANTING
NOT TO SCALE

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Know what's below. Call 811 before you dig.

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FOR REVIEW ONLY

RIDGEVIEW PLAT J
HIGHLAND CITY, UTAH
LANDSCAPE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

LANDSCAPE PLAN

Scale: 1"=20'	Drawn: MI
Date: 09/13/22	Job #: 22-0012
Sheet: L1.0	

Z:_2022\22-0012 Ridgeview Plat J (Ivory)\design 22-0012\dwg\sheets\L1.0-L1.XX LANDSCAPE PLAN.dwg

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #3g

DATE: September 20, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: **ACTION:** Final Plat – Ridgeview Park
TYPE: **LAND USE (ADMINISTRATIVE)**

PURPOSE:
The City Council will hold a public meeting to consider a request by Boyer Ridgeview Commercial, L.C., for final plat approval for a 4.8 acre park located at approximately Featherstone Dr and Elmfield Way. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
On May 21, 2019, the property was rezoned as a Planned Development (PD) district. In the PD Narrative, this property was designated as a 4-acre community park.

On November 9th, 2021, the City Council approved the preliminary plat for Pod B subject to nine stipulations. The preliminary plat included a total of 424 residential units, two roads (Featherstone Drive and Dorado Way), and the park.

BACKGROUND:
The property is approximately 4.8 acres and is located north of Elmfield Way and west of Featherstone Drive.

SUMMARY OF REQUEST:
The only item being reviewed for approval by the City Council is the subdivision plat for the park. The landscaping and amenities will be owned and maintained by the HOA.

1. The applicant is requesting approval of a final plat 4.8 acres, or 209,005 square feet, of community park.

2. A 10' public utility and drainage easement is provided along the border of the plat.

3. The landscaping and amenities will be HOA owned and maintained.
    a. Private park amenities include: a pavilion, picnic tables, 2 pickleball courts, a playground, benches, several planter beds, concrete walkways throughout the park, and possibly a basketball half-court depending on budget.

4. Timing of the installation of the park was established in the Ridgeview PD. The PD Narrative states the following:

Construction of the park must be started at such time as 45% of homes in the project have received certificate of occupancy from Highland City. The park must be completed within one year of commencement. The developer shall have the right to commence construction of the park at any point prior to this benchmark if so desired.

STAFF REVIEW:

- The internal landscaping and amenities are not reviewed by Staff. Staff reviewed the sidewalks and park strips in the City right-of-way, grading and drainage of the overall site, drive approaches into the parking lot, and ADA ramps.
- The subdivision plat is consistent with the Ridgeview PD Zoning District.
- It conforms to the Development Code as applicable.
- The plat is consistent with the Preliminary Plat approved on November 9th, 2021.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

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

1) The recorded plat shall be in substantial conformance with the final plat dated July 27, 2022, except as modified by these stipulations.
2) The final plat and final civil engineering plans shall be reviewed and approved by the City Engineer prior to recordation.
3) All required public improvements shall be installed as required by the City Engineer and shown on the approved construction plans.

MOTION TO APPROVE:

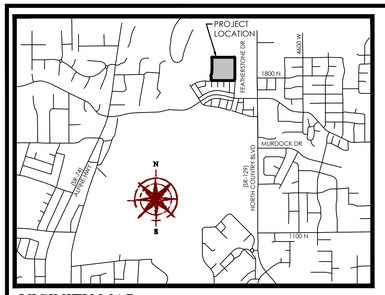
I move that City Council **APPROVE** the final plat for the Ridgeview Park subject to the three (3) stipulations recommended by Staff.

ATTACHMENTS:

1. Vicinity Map
2. Proposed Final Plat
3. Site Plan
4. Landscape Plan

ATTACHMENT #1:

ATTACHMENT #2:



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE

SECTION MONUMENT (FOUND)

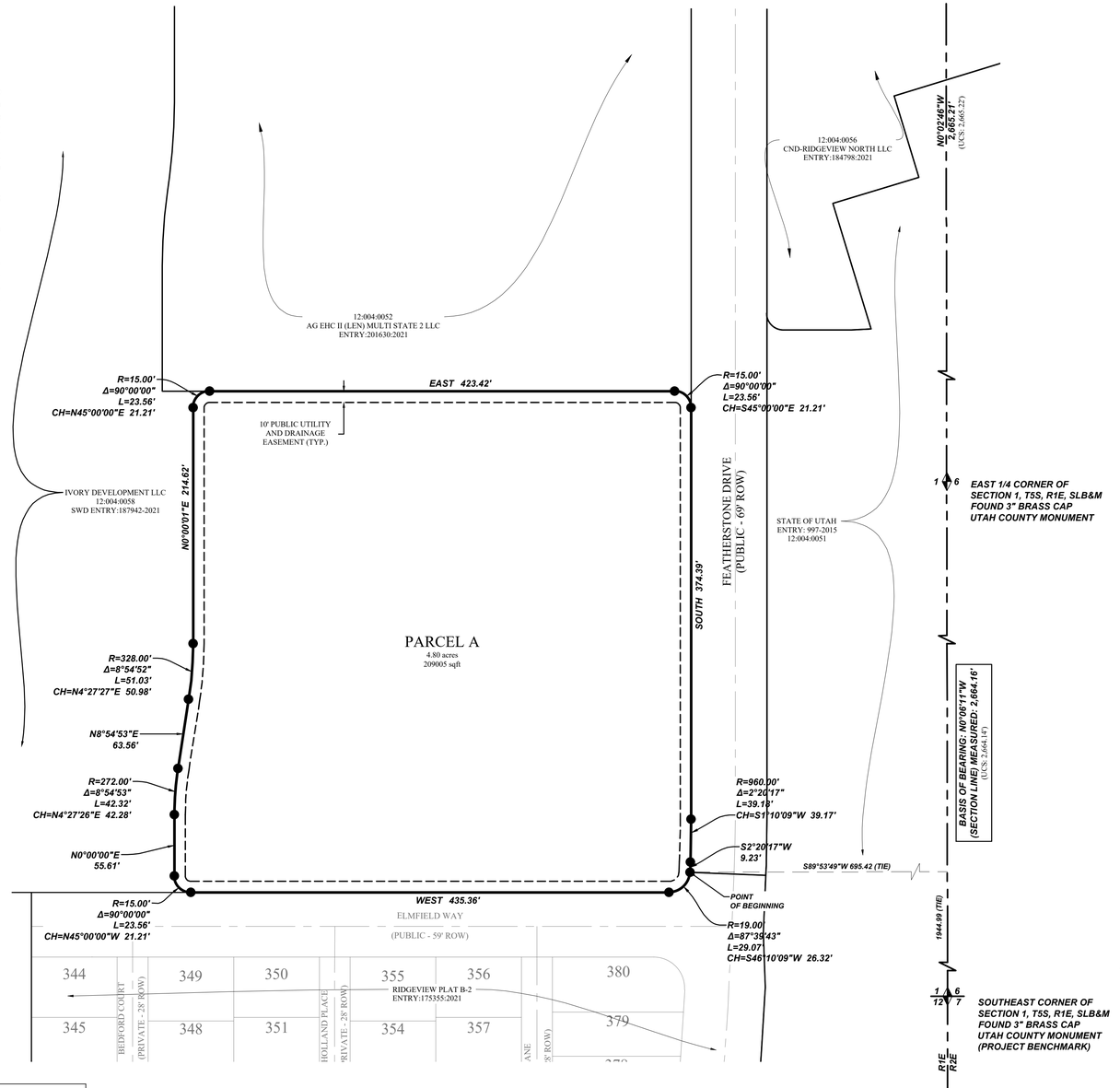
STREET MONUMENT (TO BE SET)

BOUNDARY MARKERS

RIDGEVIEW PARK

FINAL PLAT

LOCATED IN THE SE1/4 OF SECTION 1, T5S, R1E,
SALT LAKE BASE & MERIDIAN
HIGHLAND CITY, UTAH COUNTY, UTAH



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

NOTES

1. ALL PUBLIC UTILITY EASEMENTS PLATTED HEREON ARE IN PERPETUITY FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PUBLIC UTILITIES, SIDEWALKS AND APPURTENANT PARTS THEREOF AND THE RIGHT TO REASONABLE ACCESS TO GRANTOR'S PROPERTY FOR THE ABOVE DESCRIBED PURPOSES. THE EASEMENTS SHALL RUN WITH THE REAL PROPERTY AND SHALL BE BINDING UPON THE GRANTOR AND THE GRANTOR'S SUCCESSORS, HEIRS, AND ASSIGNS.

3. ALL AREAS ARE COMMON AREAS AND FACILITIES EXCEPT AS OTHERWISE SPECIFICALLY DESIGNATED.

4. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, RESOLUTIONS AND ORDINANCES.

5. THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLES. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.

6. PARCELS A IS HEREBY DEDICATED TO AND MAINTAINED BY THE RIDGEVIEW HOA

7. #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 183395 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into a parcel, together with easements, to be hereafter known as RIDGEVIEW PARK, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 183395

DATE

BOUNDARY DESCRIPTION

A tract of land located in the Southeast Quarter of Section 1, Township 5 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the northerly line of a Special Warranty Deed recorded as Entry No. 174194:2020 in the office of the Utah County Recorder, said point located N00°06'11"W 1,944.99 feet along the Section line and S89°53'49"W 695.42 feet from the Southeast Corner of Section 1, T5S, R1E, SLB&M; running thence along said deed the following two (2) courses: (1) southwesterly along the arc of a 19.00 feet radius non-tangent curve to the right (radius bears: N87°39'43"W) 29.07 feet through a central angle of 87°39'43" (chord: S46°10'09"W 26.32 feet); thence (2) West 435.36 feet; thence Northerly along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: N45°00'00"W 21.21 feet; thence North 55.61 feet; thence along the arc of a curve to the right with a radius of 272.00 feet a distance of 42.32 feet through a central angle of 08°54'53" Chord: N04°27'26"E 42.28 feet; thence N08°54'53"E 63.56 feet; thence along the arc of a curve to the left with a radius of 328.00 feet a distance of 51.03 feet through a central angle of 08°54'52" Chord: N04°27'27"E 50.98 feet; thence N00°00'01"E 214.62 feet; thence Northeasterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: East) a distance of 23.56 feet through a central angle of 90°00'00" Chord: N45°00'00"E 21.21 feet; thence East 423.42 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S45°00'00"E 21.21 feet; thence South 374.39 feet; thence along the arc of a curve to the right with a radius of 960.00 feet a distance of 39.18 feet through a central angle of 02°20'17" Chord: S01°10'09"W 39.17 feet; thence S02°20'17"W 9.23 feet to the point of beginning.

Contains: 4.80 acres+/-

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO PARCELS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.PURSUANT TO UTAH CODE 10-9A-604(1)(D) THE OWNER HEREBY CONVEYS THE COMMON AREA/PRIVATE OPEN SPACE, PRIVATE DRIVEWAYS AND ROADS AS INDICATED HEREON, TO THE RIDGEVIEW HOMEOWNERS ASSOCIATION, INC. A UTAH NONPROFIT CORPORATION, WITH A REGISTERED ADDRESS OF 101 S. 200 E., Suite 200, SALT LAKE CITY, UT. 84111.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ A.D. 20__

BY:_____
(PRINTED NAME)

ITS:_____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No._____

PRINTED FULL NAME OF NOTARY

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER 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 OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

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

BY _____

TITLE _____

ACCEPTANCE BY LEGISLATIVE BODY

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

APPROVED BY MAYOR

ATTEST_____
CLERK-RECORDER
(SEE SEAL BELOW)

APPROVED BY ENGINEER
(SEE SEAL BELOW)

UTILITIES APPROVAL

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

ROCKY MOUNTAIN POWER DATE

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS ____ DAY OF _____ , A.D. 20____.

HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____ , A.D. 20____ BY THE HIGHLAND CITY PLANNING COMMISSION.

DIRECTOR, COMMUNITY DEVELOPMENT

CHAIRMAN, PLANNING COMMISSION

RIDGEVIEW PARK

FINAL PLAT

LOCATED IN THE SE1/4 OF SECTION 1, T5S, R1E,
SALT LAKE BASE & MERIDIAN
HIGHLAND CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	HIGHLAND CITY ENGINEER SEAL	HIGHLAND CITY RECORDER SEAL	UTAH COUNTY RECORDER STAMP

PREPARED BY

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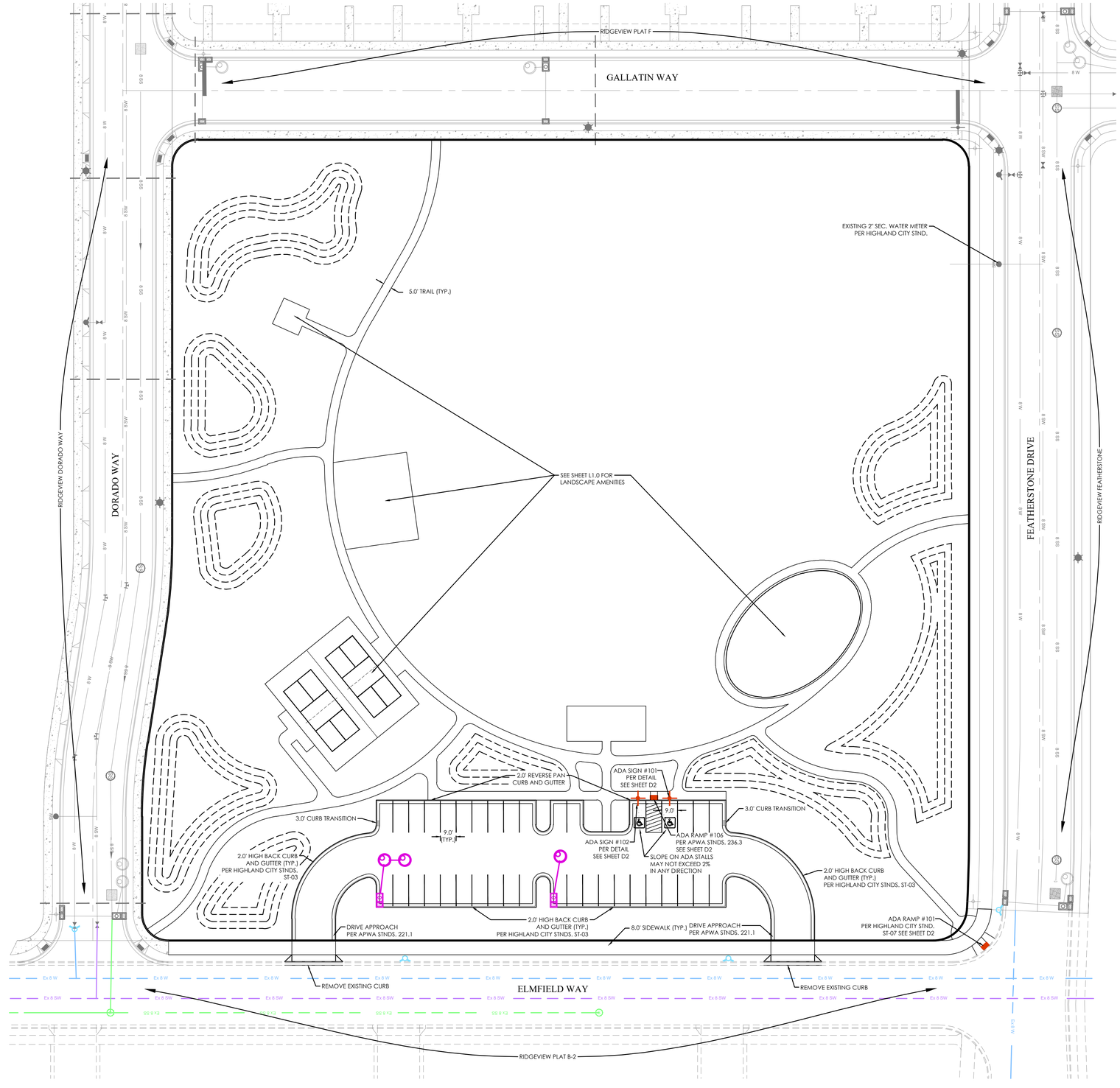
PREPARED FOR

BOYER RIDGEVIEW COMMERCIAL L.C.
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UTAH 84111
(801) 521-4781
CONTACT: SPENCER MOFFAT

z:_2021\21-0578 ridgeview park\design 21-0578\dwg\sheets\C2 - Plat.dwg

ATTACHMENT #3:

PARKING STALLS
36 REGULAR STALLS
2 ADA STALLS



LEGEND

	BOUNDARY
	ROW
	CENTERLINE
	LOT LINE
	EASEMENT
15 SD	15" STORM DRAIN
8 SS	8" SANITARY SEWER
8 W	8" CULINARY WATER
8 SW	8" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
Ex SD	EXIST. STORM DRAIN
Ex SS	EXIST. SANITARY SEWER
Ex W	EXIST. CULINARY WATER
x x x	EXIST. FENCE
(XXXX)	EXIST. CONTOUR MAJOR
(XXXX)	EXIST. CONTOUR MINOR
	SIGN
	STREET LIGHT
S SD	SD MH, INLET, AND COMBO
	SEWER MANHOLE
	VALVE, TEE & BEND
	WATER BLOW-OFF
	FIRE HYDRANT
	PI METER, CULINARY METER
	STREET MONUMENT (TO BE SET)
	EXIST. STREET MONUMENT
	EXIST. SD INLET & MH
	EXIST. SEWER MH
	EXIST. VALVE, TEE, & BEND
	EXIST. FIRE HYDRANT
o XXXX.XX	SPOT ELEVATION

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FOR REVIEW ONLY

RIDGEVIEW PARK

HIGHLAND CITY, UTAH COUNTY, UTAH

SITE PLAN

REVISION BLOCK		
#	DATE	DESCRIPTION
1	----	----
2	----	----
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4	----	----
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6	----	----

N

S

GRAPHIC SCALE

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(IN FEET)
1 inch = 30 ft.

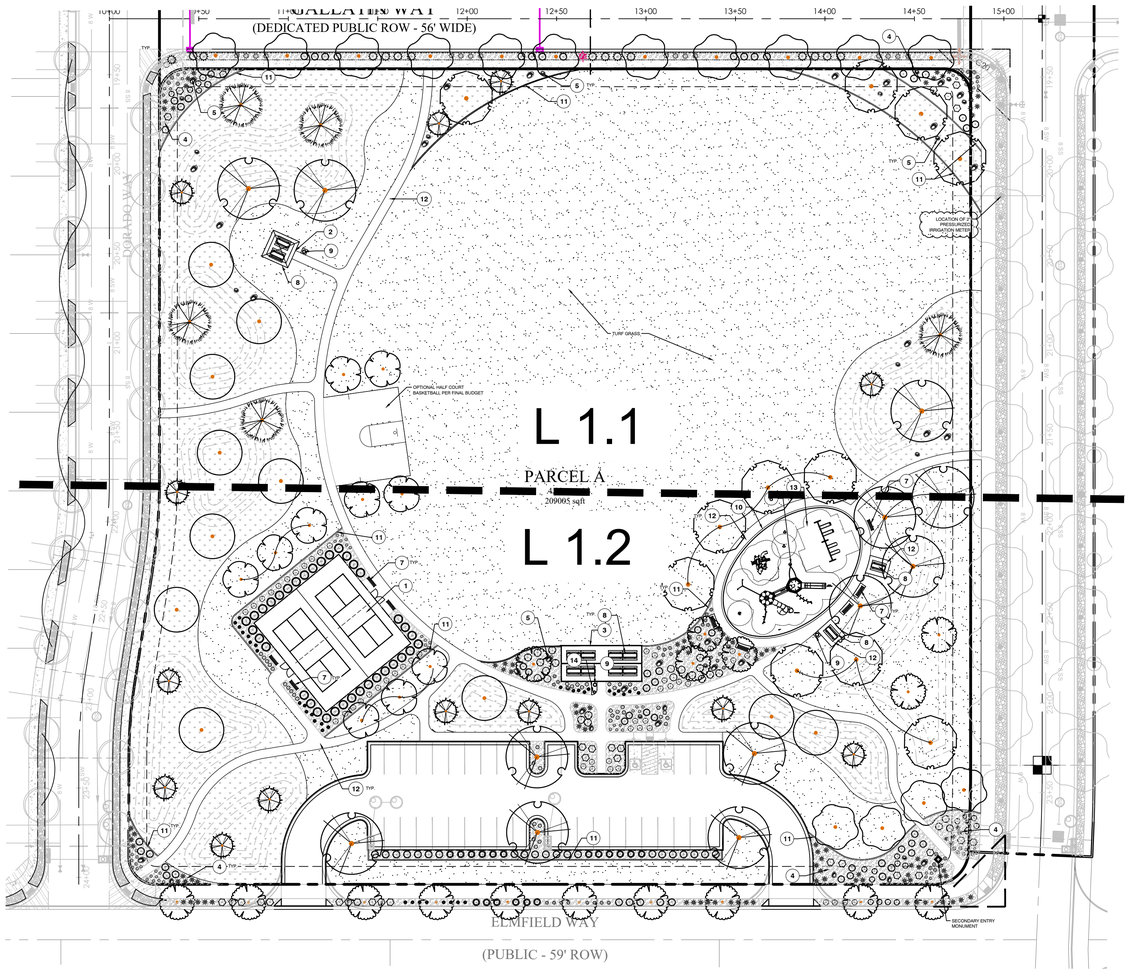
SITE PLAN

Scale:	1"=30'	Drawn:	MWD
Date:	07/27/2022	Job #:	21-0578
Sheet:	C3		

Know what's below. Call 811 before you dig.

Z:_2021\21-0578 ridgeview park\design\21-0578.dwg\sheet1\C3 - SITE PLAN.dwg

ATTACHMENT #4:



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
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4	RIVER COBBLE, REF. LANDSCAPE NOTES FOR TYPE & SIZE.		
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7	BENCH, 6` LENGTH, MODEL:58 SERIES, BY:DUMOR SITE FURNISHINGS INC.POWDER COAT COLOR TBD.		C-L 1.4
8	ALUMINUM PICNIC TABLE, STATUARY BRONZE, BY SMITH STEEL WORKS		A-L1.4
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	PP2	Poa pratensis	Kentucky Bluegrass	sod	116,090 sf

LEGEND

TURF SOD

MEADOW GRASS/WILDFLOWER

LANDSCAPE NOTES:

1. LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
2. TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED RIVER COBBLE WITH 4" DEPTH OF 2"-4" SOUTH TOWN RIVER COBBLE FROM UTAH LANDSCAPING ROCK, NEPHI, UT.
3. PLACE 6" MOW CURB IN LOCATIONS WHERE TURF GRASS MEETS PLANTING BEDS TO DEFINE SEPARATION.
4. NATIVE SEED BERMS NOT TO EXCEED 3:1 SLOPE.

NATIVE GRASS/WILDFLOWER SEED MIX

SLENDER WHEATGRASS	18%
WESTERN WHEATGRASS	20%
BLUEBUNCH WHEATGRASS	20%
SHEEP FESCUE	4%
SANDBERG BLUEGRASS	3%
INDIAN RICEGRASS	10%
GREAT BASIN WILDFLOWER MIX	25%

(WILDFLOWER SEED MIX FROM NATURE'S SEED OR APPROVED EQUAL)

APPLY 4 INCHES OF NATIVE TOP SOIL FROM THE LOCAL AREA. NO SUBSURFACE SOIL SHALL BE USED. IT IS IMPORTANT TO USE SOIL THAT HAS MINIMAL AMOUNT OF WEED SEED. APPLY NATIVE GRASS MIX AT A RATE OF FIFTEEN POUNDS PER ACRE (15 LBS./AC.). APPLY GREAT BASIN WILDFLOWER MIX AT A RATE OF TWENTY POUNDS 20 LBS./AC.). APPLY SEED MIX BY DRILLING. (SEED MIX PROVIDED BY GRANITE SEED, LEHI, UTAH)

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RIDGEVIEW PARK PRELIMINARY

HIGHLAND CITY, UTAH

LANDSCAPE OVERALL PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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LANDSCAPE OVERALL PLAN

Scale: 1"=40' | Drawn: MI
Date: 07/27/2022 | Job #: 21-0578
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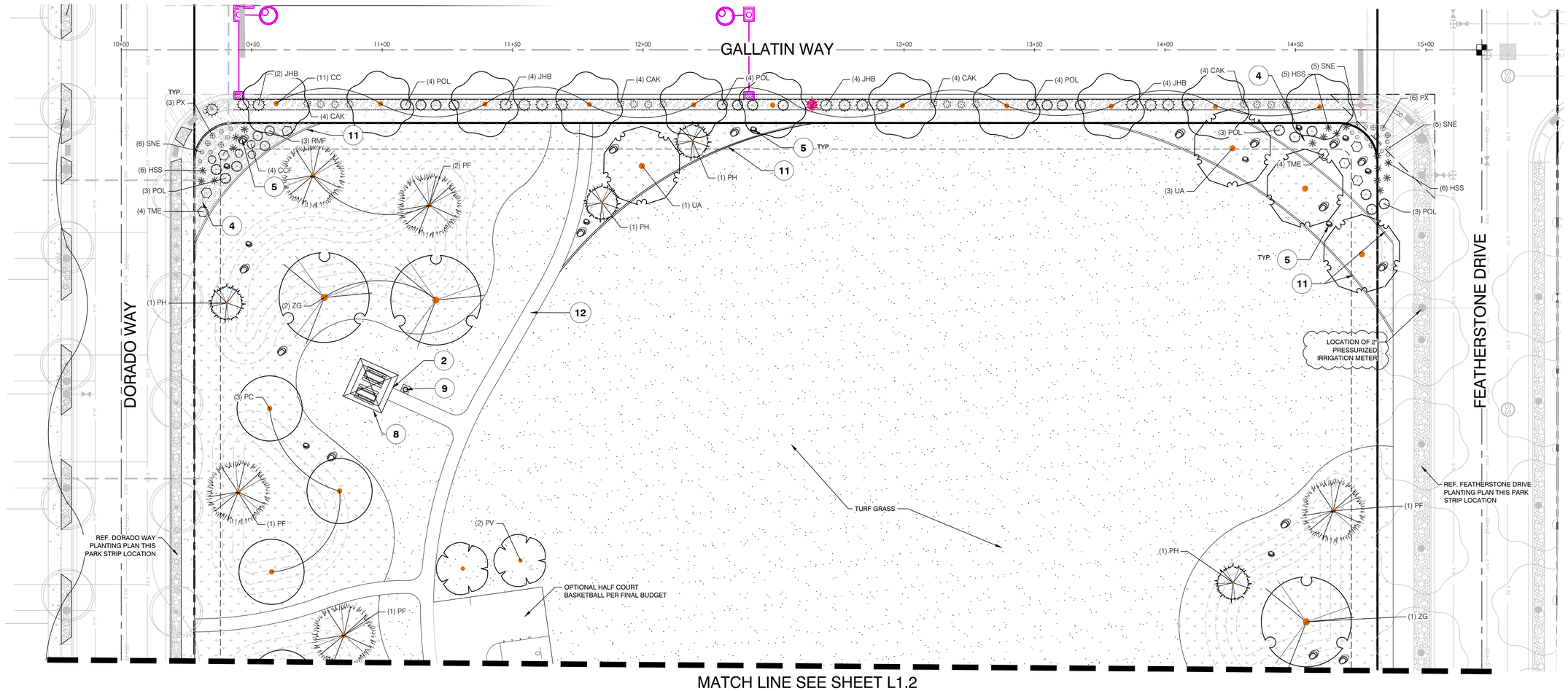

MATCH LINE SEE SHEET L1.2

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N

S

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(IN FEET)
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Scale: 1"=20' | Drawn: MI
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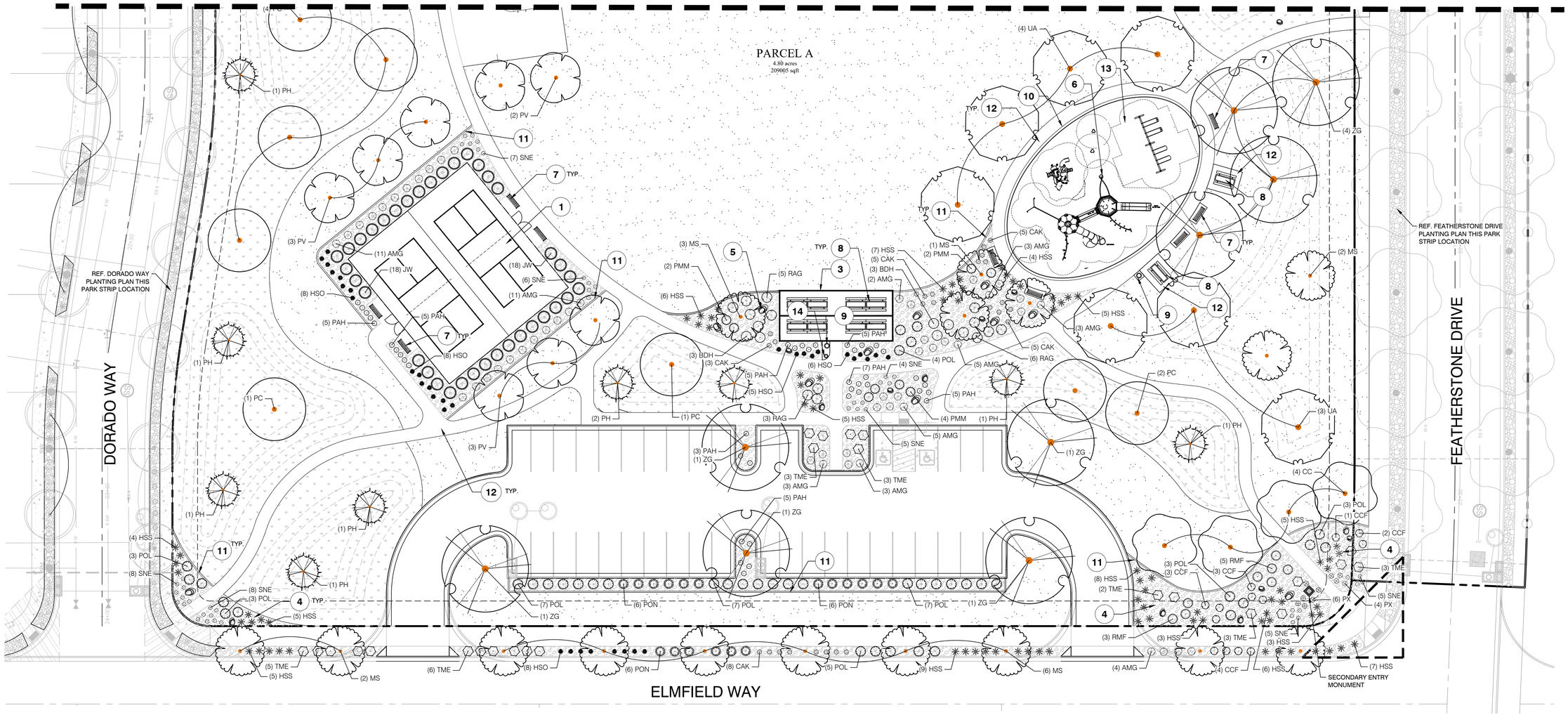

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LANDSCAPE PLAN

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LANDSCAPE PLAN

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AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #4

DATE: September 20, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kellie Smith, Planner & GIS Analyst

SUBJECT: **PUBLIC HEARING/ORDINANCE:** Right-of-Way Vacation - Beacon Hill the Highlands Plat G-3

TYPE: **LAND USE (LEGISLATIVE)**

PURPOSE:

The City Council will hold a public hearing to consider a request by Michael and Caroline Nehren to vacate approximately 400 square feet of right-of-way along Minots Ledge Drive in the Beacon Hill the Highlands Plat G-3 subdivision. The property in question is a small sliver of land behind the sidewalk, next to the Nehren's property. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On August 1, 2017, the City Council approved the final plat for Beacon Hill the Highlands Plat G Phase 3 subdivision.

BACKGROUND:

Section 10-9a-609.5 of the Utah State Code describes the process for a petition to vacate some of a public street:

> **10-9a-609.5 Petition to vacate a public street**
>
> A petition to vacate some or all of a public street or municipal utility easement shall include:
>
> 1. the name and address of each owner of record of land that is:
>   a. adjacent to the public street or municipal utility easement between the two nearest public street intersections; or
>   b. accessed exclusively by or within 300 feet of the public street or municipal utility easement.
> 2. proof of written notice to operators of utilities and culinary water or sanitary sewer facilities located within the bounds of the public street or municipal utility easement sought to be vacated; and
> 3. the signature of each owner under Subsection (2)(a) who consents to the vacation.

If a petition is submitted containing a request to vacate some or all of a public street or

municipal utility easement, the legislative body shall hold a **public hearing** in accordance with Section 10-9a-208 and determine whether:

a) **good cause exists for the vacation; and**
b) **the public interest or any person will be materially injured by the proposed vacation.**

If the legislative body finds that good cause exists for the vacation, and neither the public interested nor any person will be material injured by the vacation, the legislative body may adopt an ordinance granting a petition to vacate some or all of a public street or municipal utility easement.

If the legislative body adopts an ordinance vacating some or all of a public street or municipal utility easement, the legislative body shall ensure that one or both of the following is recorded in the office of the recorder of the county in which the land is located:

a) a plat reflecting the vacation; or
b) an ordinance described in Subsection (4); and a legal description of the public street to be vacated.

SUMMARY OF THE REQUEST:

1. The applicant is requesting to vacate approximately 400 square feet of right-of-way with the intent to apply to combine the vacated right-of-way with Lot 536 in the Beacon Hill the Highlands Plat G-3 subdivision.

2. The applicant has provided a petition with 16 signatures from property owners within the 300-ft radius of the mentioned right-of-way (see Attachment #4).

CITIZEN PARTICIPATION:

Section 10-9a-208 requires that a sign be posted 10 days before the public hearing on or near the public street in a manner that is calculated to alert the public. This sign was posted on September 10, 2022.

Notice of this request was mailed to all property owners within 500 feet on September 12, 2022. No comments have been received.

STAFF REVIEW:

- The way the road was constructed created a surplus of land dedicated as right-of-way in the Beacon Hill the Highlands Plat G-3 subdivision. The proposed vacation will bring the public right-of-way width to City Standard.
- Good cause exists for the vacation.
- The public interest or any person will *not* be materially injured by the proposed vacation.

- The proposed amendment meets all requirements of the Development Code.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Staff recommends the City Council hold a public hearing, accept the findings, and **APPROVE** the request to vacate the proposed right-of-way with the following stipulation:

1. The applicant be responsible to hire a licensed surveyor to provide the legal description of the vacated right-of-way based upon a field survey of the existing sidewalk, curb, and gutter locations.

MOTION TO APPROVE:

I move that City Council **APPROVE** the ordinance that vacates the proposed right-of-way in the Beacon Hill the Highlands Plat G-3 subdivision subject to the stipulation recommended by Staff.

ATTACHMENTS:

1. Ordinance
2. Vicinity Map
3. Project Narrative
4. Petition Signed by Residents in the 300 ft Radius
5. Beacon Hill the Highlands Plat G-3 Subdivision Plat

ATTACHMENT #1

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL VACATING A PORTION OF THE MINOTS LEDGE DRIVE RIGHT OF WAY IN THE BEACON HILL THE HIGHLANDS PLAT G-3 SUBDIVISION

WHEREAS, all due and proper notices of public hearings and public meetings on this Ordinance held before the Highland City Council (the "City Council") were given in the time, form, substance and manner provided by Utah Code Section 10-9a-609; and

WHEREAS, the City Council held a public hearing on this Ordinance on September 20, 2022.

WHEREAS, the City Council finds that good cause exists for the vacation; and neither the public interest nor any person will be materially injured by the vacation.

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

SECTION 1. That a portion of Minots Ledge Drive is hereby closed to the public pursuant to law and the dedication thereof is hereby vacated as set forth in Exhibit A.

SECTION 2. That the Mayor, the Interim City Administrator, the City Recorder and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

SECTION 3. This Ordinance shall take effect immediately upon its first posting or publication.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Highland City Council, September 20,

2022 HIGHLAND CITY, UTAH

_____

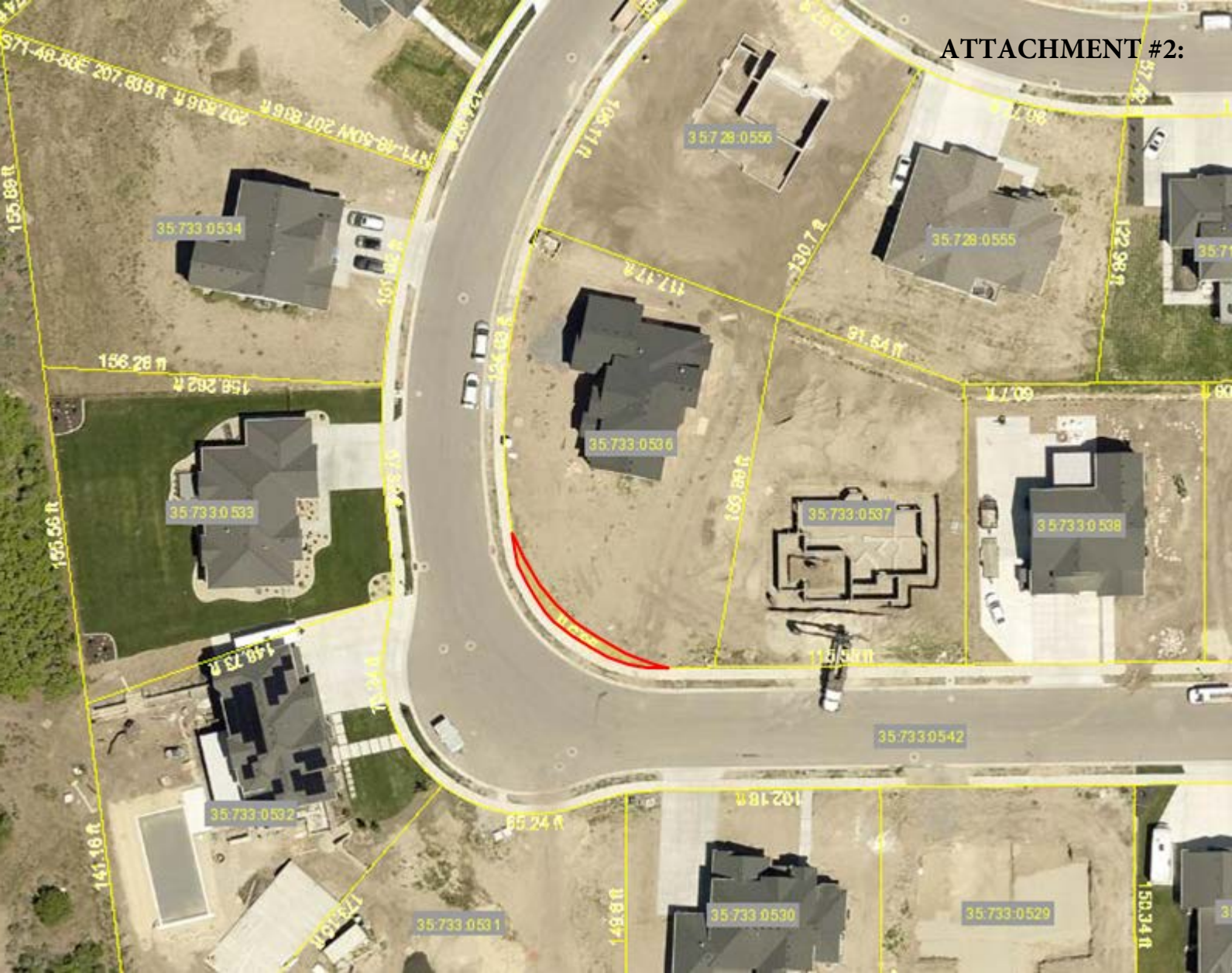
Kurt Ostler Highland
City Mayor

ATTEST:

Stephannie Cottle
Highland City Recorder

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

ATTACHMENT #2:



ATTACHMENT #3:

The owners of a relatively new residential property located at 12472 N Minots Ledge Dr, Highland, UT 84003 (Serial 35:733:0536) request the following vacation of right-of-way, as described below:

As seen in the screenshot above taken from the official Utah County Parcel Map website (https://maps.utahcounty.gov/ParcelMap/ParcelMap.html), there is a small sliver of land between the residential property line and the south (bottom) sidewalk. No other property in the subdivision has a gap of land between their property and the sidewalk, including all corner lots, which are also all flush with the sidewalk in all dimensions.

After conversations with the city planner and engineer, it was ultimately unclear as to why this property line exists the way it does and so our conclusion is that this was a mistake and not intentional.

The owners of the above residential property wish to fully comply with all required rules, laws, and statues and, as such, are formally requesting a vacation of right-of-way to be granted for this small 0.01 acre sliver of land and have it be re-zoned to the residential property above like all other properties in the subdivision. The owners intend to beautify and maintain the property with landscaping, but cannot fully proceed on any landscaping plans until and unless Highland City Council grants the vacation of right-of-way.

Approval for the re-zoning has been sought and obtained from neighbors living within 300 ft of the affected property and their signatures have been included with the included application stating their approval for the vacation. In addition to this, all 4 major utility companies (Dominion Energy, Rocky Mountain Power, Xfinity, and CenturyLink) have all also agreed to the vacation of easement on their part and letters of their approval for vacation of easement have also been included with this application.

ATTACHMENT #4:

Vacation of Public Right-of-Way Highland City Development Code: Chapter 5-10-103(6); Utah State Code 17-27a-609.5

REAL PROPERTY OWNER NOTIFICATION

This document is a petition to vacate right-of-way within the _____ Subdivision at approximately _____. The vacation of said property will allow Highland City to dispose of Right-of-Way as they determine to be in the best interest of the City as a whole.

A narrative and map fully explaining this proposed disposal action is attached and a copy provided to each property owner within the subdivision.

Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0532		16272	12459 N MINOTS LEDGE DR	TODD + KIERSTEN BEAUCHENE
Owner Signature		Date 7/27/22	Owner Signature	Date 7/27/22

By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.

Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0533		16272	12471 N MINOTS LEDGE DR	JOYCE FOSHEE
Owner Signature		Date 7/27/2022	Owner Signature	Date

By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.

Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0534		16272	12487 N MINOTS LEDGE DR	MATT WOBSER
Owner Signature		Date 7/26/22	Owner Signature	Date

By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.

Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0535		16272	12497 N MINOTS LEDGE DR	LARRY GIBSON
Owner Signature		Date 7/26/22	Owner Signature	Date

By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.

Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:728:0542		16272	12509 N MINOTS LEDGE DR	JESICA BRANAN
Owner Signature		Date 7/26/22	Owner Signature	Date

By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.

Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:728:0543		15987	12517 N MINOTS LEDGE DR	DAVID LARSEN
Owner Signature		Date	Owner Signature	Date

By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.

Vacation of Public Right-of-Way Highland City Development Code: Chapter 5-10-103(6); Utah State Code 17-27a-609.5

REAL PROPERTY OWNER NOTIFICATION

This document is a petition to vacate right-of-way within the _____ Subdivision at approximately _____. The vacation of said property will allow Highland City to dispose of Right-of-Way as they determine to be in the best interest of the City as a whole.

A narrative and map fully explaining this proposed disposal action is attached and a copy provided to each property owner within the subdivision.

Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:726:0554		15987	12522 N MINOTS LEDGE DR	JORK + BROOKE BOWERS
Owner Signature		Date 9/7/2027	Owner Signature	Date 9/7/22
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:710:0518		15449	6148 W MONTAUK LN	MICHAEL + EMILY THORNTON
Owner Signature		Date 07/26/27	Owner Signature	Date 07/26/27
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:724:0556		15987	12504 N MINOTS LEDGE DR	BENJAMIN JOHNSON
Owner Signature		Date	Owner Signature	Date
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:726:0555		15987	6163 W MONTAUK LN	RICHARD + BETHANY HADDOCK
Owner Signature		Date 7.26	Owner Signature	Date 7.27
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:710:0517		15449	6153 W MONTAUK LN	DAVID + AUTUMN EARNHARDT
Owner Signature		Date	Owner Signature	Date
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:710:0516		15449	6137 W MONTAUK LN	DAVID + TARA BROWN
Owner Signature		Date	Owner Signature	Date
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				

Vacation of Public Right-of-Way Highland City Development Code: Chapter 5-10-103(6); Utah State Code 17-27a-609.5

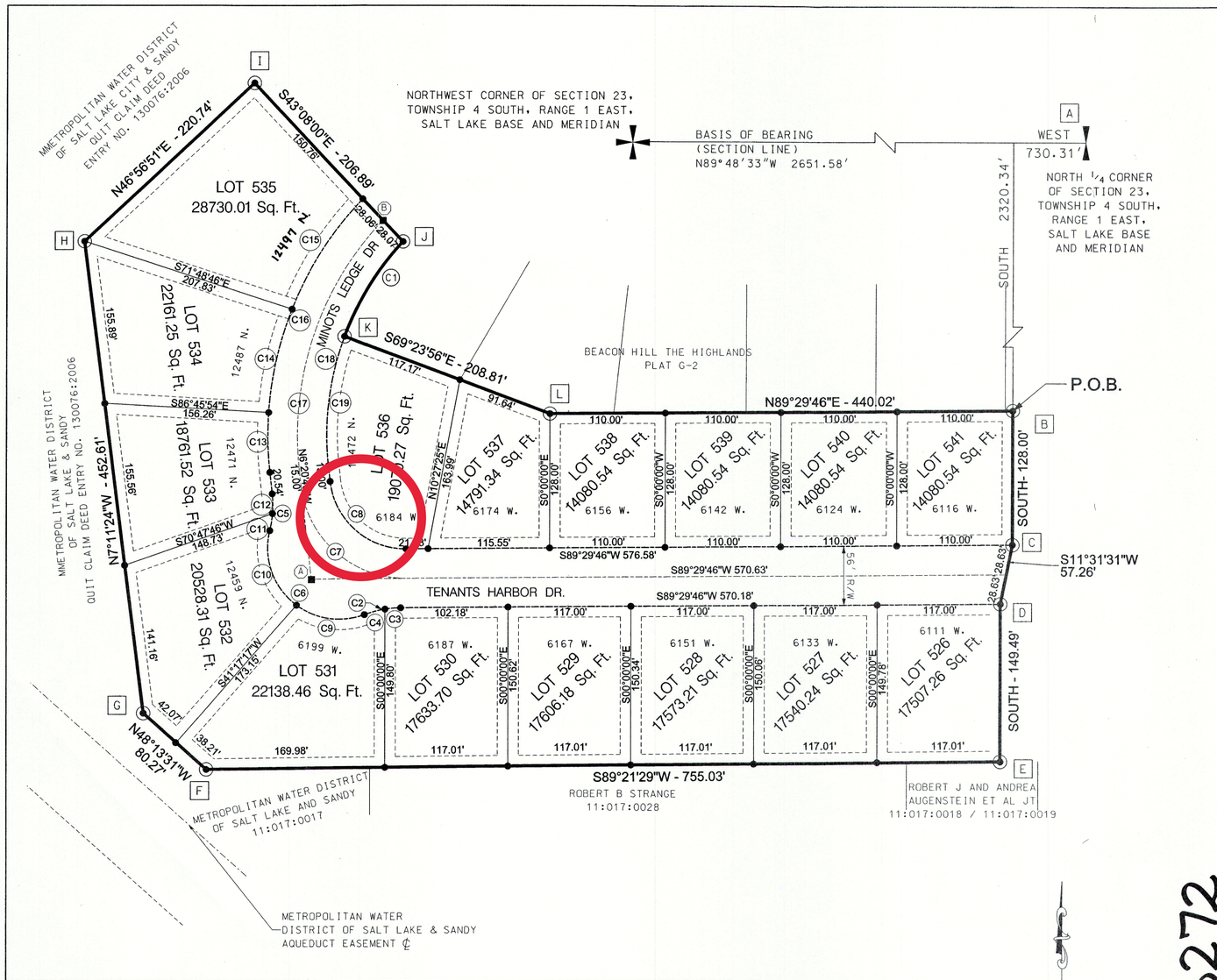
REAL PROPERTY OWNER NOTIFICATION

This document is a petition to vacate right-of-way within the _____ Subdivision at approximately _____. The vacation of said property will allow Highland City to dispose of Right-of-Way as they determine to be in the best interest of the City as a whole.

A narrative and map fully explaining this proposed disposal action is attached and a copy provided to each property owner within the subdivision.

Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0530		16272	6187 W TENANTS HARBOR DR	RYAN & ALLISON BARCLAY
Owner Signature		Date 7-27-22	Owner Signature	Date 7/27/22
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0529		16272	6167 W TENANTS HARBOR DR	GENN & VICKI HINTON
Owner Signature	NOT HOME AT ADDRESS	Date	Owner Signature	Date
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0528		16272	6151 W TENANTS HARBOR DR	MARK & JUDY BEAUCHENE
Owner Signature	Judy Beauchene	Date	Owner Signature	Date
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0539		16272	6142 W TENANTS HARBOR DR	THOMAS & VANESSA SUTTON
Owner Signature		Date	Owner Signature	Date
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0534		16272	6156 W TENANTS HARBOR DR	AMY MOWER
Owner Signature		Date	Owner Signature	Date 8-10-22
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				
Serial/Parcel #	Lot #	Subdivision	Address	Owner(s) of record as shown on the Utah County Records
35:733:0537		16272	6174 W TENANTS HARBOR DR	RODRIGO & MEGAN VILLORDO
Owner Signature		Date 7/27/22	Owner Signature	Date 7/27/22
By signing this petition, you are stating that you have read, understand and approve the vacation of right-of-way for the above reference petition.				

ATTACHMENT #5:



● = REBAR AND CAP TO BE SET (PLS#166572 REAR COPPER PLUGS TO BE SET IN TBC. (FRONT)

■ = CENTERLINE STREET MONUMENT TO BE PLACED. (3" BRASS CAP W/ D&L COVER SET IN 30" CONCRETE)

⊙ = REBAR AND CAP TO BE SET. (PLS#166572)

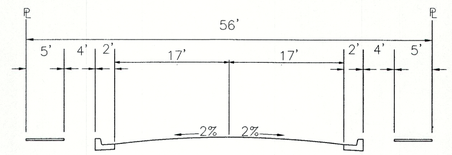
STATE PLANE COORDINATE TABLE

GRID FACTOR = 0.999712757

POINT	NORTHING	EASTING	DESCRIPTION
A	776479.63	1916135.50	N 1/4 COR SEC 23
B	774159.96	1915405.39	P.O.B
C	774031.99	1915405.39	BOUNDARY A.P.
D	773975.90	1915393.96	BOUNDARY A.P.
E	773826.45	1915393.96	BOUNDARY A.P.
F	773818.00	1914639.19	BOUNDARY A.P.
G	773871.46	1914579.34	BOUNDARY A.P.
H	774320.38	1914522.71	BOUNDARY A.P.
I	774471.03	1914683.96	BOUNDARY A.P.
J	774320.09	1914825.37	BOUNDARY A.P.
K	774229.54	1914770.12	BOUNDARY A.P.
L	774156.09	1914965.52	BOUNDARY A.P.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	22°29'43"	272.00	106.79	106.11	S31°23'23"W
C2	20°10'41"	100.00	35.22	35.04	S79°24'25"W
C3	8°31'50"	100.00	14.89	14.88	N85°13'51"E
C4	11°38'51"	100.00	20.33	20.29	N75°08'30"E
C5	20°10'41"	100.00	35.22	35.04	N03°44'35"E
C6	124°30'51"	68.00	147.78	120.37	N48°25'30"W
C7	84°09'28"	100.00	146.88	134.03	N48°25'30"W
C8	84°09'28"	72.00	105.76	96.50	N48°25'30"W
C9	57°20'04"	68.00	68.05	.65.24	S82°00'54"E
C10	67°10'47"	68.00	79.73	75.24	S19°45'28"E
C11	9°20'18"	100.00	16.30	16.28	S09°09'47"W
C12	10°50'24"	100.00	18.92	18.89	S00°55'34"E
C13	10°01'31"	328.00	57.39	57.32	S01°20'00"E
C14	17°43'00"	328.00	101.42	101.02	S12°32'16"W
C15	21°57'52"	328.00	125.74	124.97	S32°22'41"W
C16	49°42'23"	328.00	284.55	275.71	N18°30'26"E
C17	49°22'43"	300.00	258.55	250.62	N18°20'36"E
C18	48°59'00"	272.00	232.54	225.52	N18°08'44"E
C19	26°29'18"	272.00	125.75	124.63	N06°53'53"E



STANDARD SUBDIVISION STREET

(NTS)

SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166572 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS WEST 730.31 FEET AND SOUTH 2320.34 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

COURSE	DISTANCE	REMARKS
SOUTH	128.00 FEET	
SOUTH 11°31'31" WEST	57.26 FEET	
SOUTH	149.49 FEET	
SOUTH 89°21'29" WEST	755.03 FEET	TO THE EASTERLY PROPERTY LINE OF THE METROPOLITAN WATER DISTRICT OF SALT LAKE CITY
NORTH 48°13'31" WEST	80.27 FEET	ALONG SAID EASTERLY LINE
NORTH 07°11'24" WEST	452.61 FEET	ALONG SAID EASTERLY LINE
NORTH 46°56'51" EAST	220.74 FEET	ALONG SAID EASTERLY LINE
SOUTH 43°08'00" EAST	206.89 FEET	TO A POINT OF CURVATURE; THENCE ALONG AN ARC OF A 272.00 FOOT RADIUS CURVE TO THE LEFT 106.79 FEET THROUGH A CENTRAL ANGLE OF 22°29'43", THE CHORD OF WHICH BEARS SOUTH 31°23'23" WEST 106.11 FEET; THENCE
SOUTH 69°23'56" EAST	208.81 FEET	
NORTH 89°29'46" EAST	440.02 FEET	
TOTAL ACREAGE:	8.025 ACRES	

MARCH 26, 2018
DATE

SURVEYOR (SEE SEAL BELOW)

OWNERS' DEDICATION

WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS TO ALL PROVIDERS, PUBLIC OR PRIVATE, AND THE IRRIGATION EASEMENTS TO ALL LOT OWNERS, AND THEIR SUCCESSORS AND ASSIGNS IN PERPETUITY.
IN WITNESS HEREOF WE HAVE SET OUR HANDS THIS 27th DAY OF March A.D. 2018

Perry Homes Inc.
By: _____
Jeff Taylor, President

ENT 27230:2018 Map # 16272
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Oct 12 8:32 am FEE 46.00 BY SM
RECORDED FOR HIGHLAND CITY

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THE 27th DAY OF March A.D. 2018 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.
MY COMMISSION EXPIRES FEB 08, 2019 Carolyn M Woolley 681357
NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING OF HIGHLAND CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 13 DAY OF August A.D. 2018

APPROVED BY MAYOR

APPROVED _____ ATTEST Cindy M. Quick
CITY ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (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.

ENT 27230:2018 Map # 16272
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Oct 12 8:32 am FEE 46.00 BY SM
RECORDED FOR HIGHLAND CITY

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS 25 DAY OF September 2018
HIGHLAND CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS 10th DAY OF April 2018
COMMUNITY DEVELOPMENT DIRECTOR
PLANNING COMMISSION CHAIR

CONDITIONS OF APPROVAL

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

1) 70% of the front yard landscaping shall be installed by the homeowner within one year after receiving a certificate of occupancy.
2) Landscaping and construction materials of any type are not permitted upon or within the street, curb & gutter or sidewalk (street right-of-way) with the exception of the parkstrip which requires 75% to be landscaped.
3) A fence that abuts open space or has a trail has additional restrictions of size and opacity. Fences along open space or a trail must comply with Highland City Ordinances. All fences require a fence permit prior to installation. In addition, retaining walls are regulated by ordinance and require a retaining wall permit prior to construction.
4) Highland City Ordinances restrict height of foundation above curb. It is the responsibility of the buyer to contact the city prior to purchasing any lot. This restriction applies to all lots in this subdivision.

DOMINION ENERGY

Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion 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's right-of-way department.

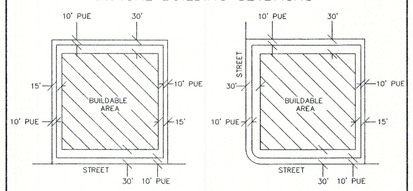
Approved this 27 day of March 20 18 Dominion Energy
By: Udi Sneed Title: Pro Cert

UTILITIES APPROVAL

Utilities shall have the right to install, maintain and operate their equipment above and below ground within the Public Utilities 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 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 Mtn. Power — Date: 3-27-18
Century Link / Qwest — Date: 3-27-18
Xfinity / Comcast — Date: 3-27-18

TYPICAL BUILDING SETBACKS



NOTES:

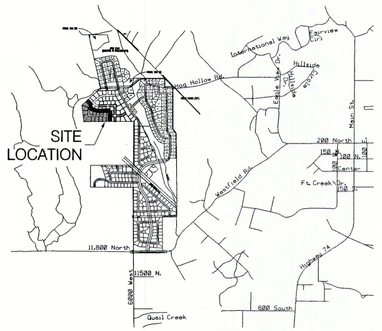
1. SETBACKS SHALL BE CONSISTENT WITH THE R-1-20 ZONE. EXCEPT IN CASES WHEREIN THE DEPTH OF THE LOT IS LESS THAN 90 FEET, THE REAR SETBACK WOULD BE REDUCED TO 25 FEET. THIS SHALL APPLY TO ONLY THOSE LOTS THAT BACK UP TO OPEN SPACE, EXCLUDING BOULEVARDS.
2. ALL PUBLIC OPEN SPACE WILL BE DEDICATED TO THE CITY OF HIGHLAND.
3. ANY PERSON OBTAINING A BUILDING PERMIT WITHIN THIS SUBDIVISION SHALL PROVIDE TO THE CITY A FEE ACCORDING TO THE LINEAR DISTANCE OF THE PROPERTY LINE THAT ABUTS OPEN SPACE OF A TRAIL TO PROVIDE FOR DELINEATION OF THE PROPERTY LINE BETWEEN PRIVATE AND PUBLIC PROPERTY.
4. ALL ROADWAY CENTERLINE MONUMENT COORDINATES ARE GROUND COORDINATES. CONVERT USING GRID FACTOR 0.999712757.
5. FOUNDATION TO BE NO CLOSER THAN 25 FEET FROM FOUNDATION OF ONE HOME TO THE FOUNDATION OF AN ADJACENT HOME.

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

MONUMENT TABLE

A	N: 774220.53	E: 1915289.12
B	N: 774563.06	E: 1915356.36

VICINITY MAP



SCALE (FEET)
0 60 120 180 240

16272

BEACON HILL THE HIGHLANDS

PLAT G-3

NORTHWEST QUARTER CORNER SEC. 23, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

SCALE: 1" = 60 FEET

SURVEYOR'S SEAL: PROFESSIONAL LAND SURVEYOR 3/26/18 NO.166572 BARRY ANDREASON STATE OF UTAH
NOTARY PUBLIC SEAL: CAROLYN M WOOLLEY NOTARY PUBLIC-STATE OF UTAH COMMISSION # 681357 COMM. EXP. 02-08-2019
CITY-COUNTY ENGINEER SEAL: HIGHLAND CITY ENGINEER STATE OF UTAH
CLERK-RECORDER SEAL

Sec 23, T4S, R1E
SLB&M Thom45

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #6

DATE: September 20, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: **ACTION:** Site Plan – Highland Grove Plaza
TYPE: **LAND USE (ADMINISTRATIVE)**

PURPOSE:
The City Council will consider a request by Jean Shoaee representing Seeg Office Highland LLC, for approval of a site plan for an office building located at approximately 10806 N 5400 W. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:
None. This is the first time this item has been brought to City Council.

BACKGROUND:
The proposed site plan is for one office building on .395 acres (17,200 square feet) at approximately 10806 N 5400 W. The property is designated as Mixed Use on the General Plan Land Use Map and the site is zoned Town Center Flex-Use.

The property is Lot #7 in the Highland Towne Center Business Park Amended Plat C subdivision.

SUMMARY OF REQUEST:
1. The applicant is requesting site plan and architectural plan approval for a 6,484 square foot two story building. The building has a 3,242 square foot building footprint.

2. Vehicular access to the site will be provided from N Town Center East.

3. The site plan includes a 30’ wide shared drive with the Highland City property to the south that matches the centerline and width of the access to the City Office across the street.

4. Plans show 23 parking stalls, one of which is a handicap stall.

5. Hours of operation will be from 8:00 am to 5:00 pm. The maximum number of employees will be approximately 22. Noise, smoke, odor, dust, vibration, and illumination will be minimal with this use once construction is complete.

CITIZEN PARTICIPATION:
Notification of a site and architectural plan application is not required. Appropriate

notifications for City Council as a public meeting were posted.

STAFF REVIEW:

Zoning/General Plan Analysis

- The site is designated as Mixed-Use Development on the General Plan Land Use Map and the site is zoned Flex-Use in the Town Center Overlay District. The proposed use is compatible with the permitted uses in the Flex-Use Town Center Zone found in Table 3-47a in the Development Code and with the General Plan.

- The surrounding properties are zoned Civic, Flex-Use and Apple Creek PD. The property to the north is Highland Vista, to the east is Ten Seven Hundred, and to the west is the City Offices. The proposed use is compatible with the surrounding uses.

Utilities

- The site will be connecting to existing pressurized irrigation, culinary, and sewer connections in N Town Center East.

Town Center Overlay Zone Analysis

Access, Circulation, and Parking

- There are 23 parking stalls provided on the site plan. The Development Code requires 3.5 spaces per 1,000 square feet of office building floor area. The proposed site meets the requirement in the Development Code.

- The Development Code requires that buildings in the Flex-Use zone be a maximum of ten (10) feet from an existing right-of-way. The adopted Highland City Commercial Design Standards for the Town Center Overlay states, "Buildings shall be placed adjacent to the nearest public right-of-way and as close as the land use ordinance will allow… All parking shall be interior so that the building is the main focus from the street." The proposed site plan meets these requirements.

- Section 3-4728 Driveway and Curb Openings in the Town Center Overlay requires that curb cuts and driveway aisles be shared at property lines between parcels. Accesses are limited to one (1) access driveway for every two hundred (200) feet on any street. The proposed drive access location meets this requirement.
    - Staff has requested that the drive access align with the existing access to the City Offices across the street to create a T-intersection
    - A 30'-wide cross-access easement will need to be recorded to provide the shared accesses between the proposed site and the City property. A stipulation has been added to address this.

- The dumpster enclosure meets the requirements outlined in Section 3-4723 of the Development Code relating to refuse collections.

Landscaping

- The proposed landscaping plan provides 17.9% of the site square footage as landscape. This meets the Development Code requirement of a minimum of 15% of the site square footage be landscaped.

- The site will provide the continuation of the wider sidewalk with tree grates as required by the Development Code. The Development Code requires that tree grates be placed every 30'. Staff recommends the location of the tree grates be adjusted to be centered with the main entrance of the office building. A stipulation has been added to address this.

- A screen wall is typically required for commercial developments adjacent to residential zones. Highland Vista to the north is building a precast fence along the north side of the property. With the Ten Seven Hundred approval, the City Council allowed the applicant to not build a fence on the west side of the residential development because the units would be facing west. The applicant for the proposed site plan has been in contact with the developer for Ten Seven Hundred and they have agreed to not put a screen wall on the east side of the commercial property to be consistent with what the Council approved with Ten Seven Hundred.

FINDINGS:

With the proposed stipulations, the site plan and architectural plan appear to meet the following findings:

- It is in conformance with the Highland City Development Code.
- It is consistent with site and architectural guidelines in the Highland City Commercial Design Standards.
- It is compatible with existing development in the Town Center Overlay.

FISCAL IMPACT:

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

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission is the approval body for architectural plans in the Town Center Overlay Zone. The Planning Commission shared their support for the architectural elevations. The architectural plans included the following:

1. Building Height: 37'
2. Colors: light greys, white, brown
3. Materials: Stucco, beehive brick and natural stone, metal with walnut wood design

There was discussion regarding parts of the site and landscaping plans that needed to be updated before the plans are presented to the City Council. The Commission also expressed support for the extensive amount of xeriscaping and waterwise plants being used in the landscaping.

Architectural Plan - **APPROVED 6:0 with stipulations:**

1. *Architecture, materials, and colors shall be consistent with the building elevations dates August 22, 2022 except as modified by these stipulations.*
2. *All signage shall require a separate permit and meet the requirements of the Development Code.*

3. *The portico entrance element must face the right of way on the west side of the building as required in section 3-4713 of the Development Code.*

Site Plan - **RECOMMENDED APPROVAL 6:0 with stipulations:**

1. *Development of the site shall comply with the site plan received August 23, 2022 except as modified by these stipulations.*
2. *Final civil engineering plans shall be reviewed and approved by the City Engineer. The site shall meet all requirements of the City Engineer.*
3. *The landscaping plan be updated to reflect the site plan of the building fronting N Town Center East.*
4. *The site plan must include the continuation of the wider sidewalk and tree grates along N Town Center East.*

Since the Planning Commission meeting, recommended stipulations #3 and #4 have been addressed.

STAFF RECOMMENDATION:

Staff recommends the City Council accept the findings and **APPROVE** the proposed site plan subject to the following stipulations:

1) Development of the site shall comply with the site plan received September 8, 2022 except as modified by these stipulations.
2) Final civil engineering plans shall be reviewed and approved by the City Engineer. The site shall meet all requirements of the City Engineer.
3) The locations of the tree grates be adjusted to be centered with the building.
4) A cross-access easement agreement will need to be approved by the City Council and recorded on the property. The agreement must be approved by the City Council before a preconstruction meeting can be held.

MOTION TO APPROVE:

I move that City Council accept the findings and **APPROVE** the site plan for Highland Grove Plaza subject to the four (4) stipulations recommended by Staff.

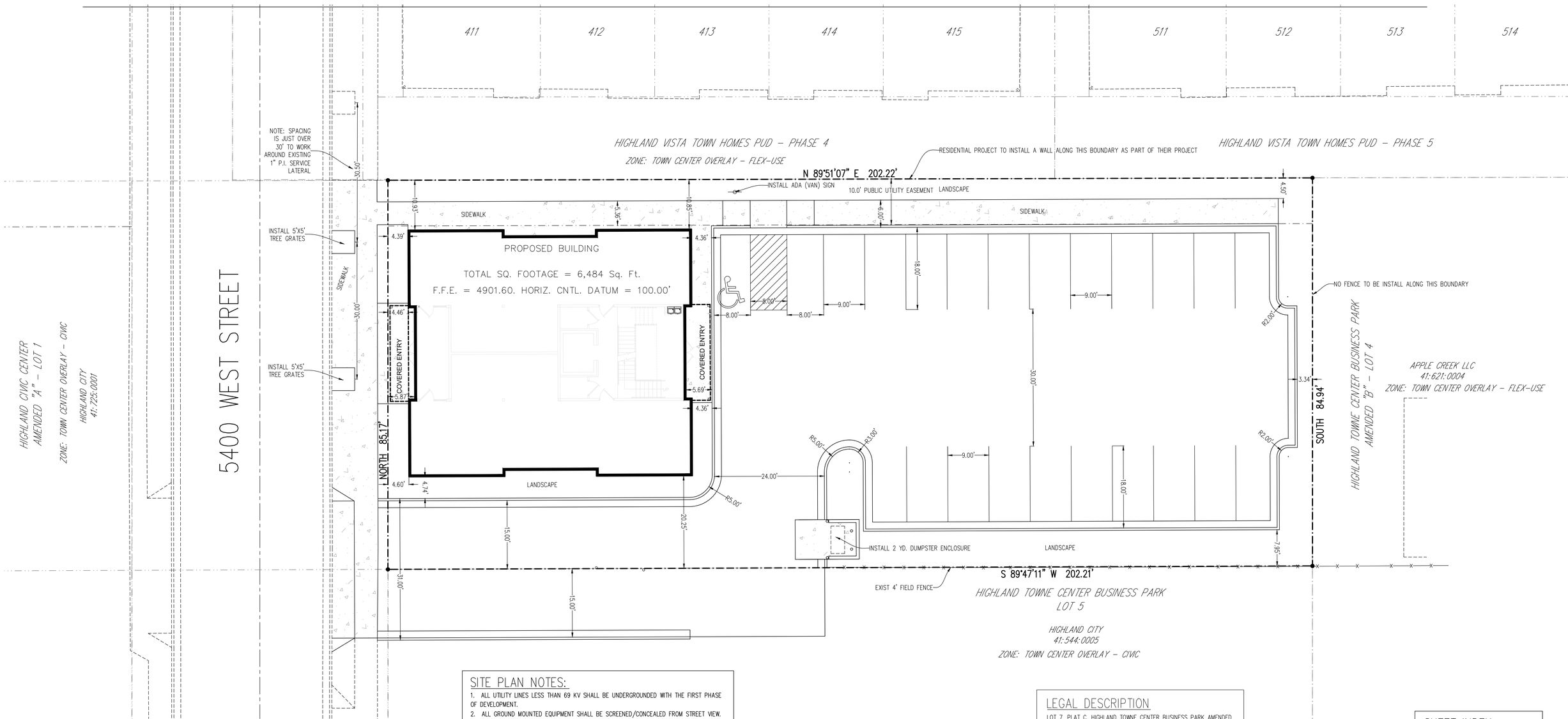
ATTACHMENTS:

1. Vicinity Map
2. Site Plan
3. Landscape Plan
4. Building Elevations

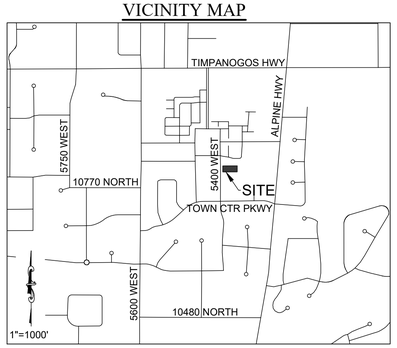
ATTACHMENT #1:

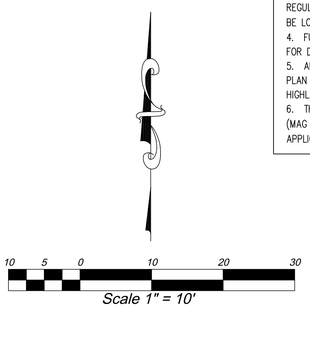
ATTACHMENT #2:

HIGHLAND GROVE PLAZA



VICINITY MAP





SITE PLAN NOTES:

1. ALL UTILITY LINES LESS THAN 69 KV SHALL BE UNDERGROUNDED WITH THE FIRST PHASE OF DEVELOPMENT.
2. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
3. PLANS LOCATED WITHIN REQUIRED SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIAL SHALL BE MAINTAINED TO BE LOWER THAN 3' (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
4. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED FOR DUST AND WEED CONTROL AT TIME OF DEVELOPMENT.
5. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF HIGHLAND CITY.
6. THIS PROJECT IS SUBJECT TO THE CURRENT HIGHLAND CITY ENGINEERING REQUIREMENTS (MAG SUPPLEMENTAL REGULATIONS), GENERAL PLAN, DEVELOPMENT CODE AND ANY APPLICABLE SPECIFIC PLANS.

SITE TABULATIONS

EXISTING ZONE:	TOWN CENTER OVERLAY – FLEX-USE
GROSS & NET AREA:	17,200 S.F. = 100%
BUILDING FOOTPRINT AREA:	3,242 S.F. = 18.8%
IMPERVIOUS AREA:	11,122 S.F. = 64.7%
LANDSCAPE AREA:	2,836 S.F. = 16.5%

LEGAL DESCRIPTION

LOT 7, PLAT C, HIGHLAND TOWNE CENTER BUSINESS PARK AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

PARKING TABULATIONS:

OFFICE BUILDING = 6,484 S.F. @ 1 STALL/286 S.F. = 23 PARKING SPACES REQUIRED
PARKING STALLS PROVIDED INCLUDING ADA = 23

SHEET INDEX

C1	SITE PLAN
C2	DEMOLITION PLAN
C3	GRADING & DRAINAGE PLAN
C4	UTILITY & FIRE PROTECTION PLAN
C5	EROSION CONTROL PLAN
C6	BMP DETAILS
C7	DETAIL SHEET
C8	DETAIL SHEET

REGISTERED PROFESSIONAL ENGINEER
9/9/22
No. 270393
DAVID W. PETERSON
STATE OF UTAH

BENCH MARK

WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN
ELEVATION = 4886.09

811 Know what's below. Call before you dig.

REVISIONS

Rev.	Date	Description

Developer: Heather Seegmiller
Phone: 385-404-0725

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

HIGHLAND GROVE PLAZA

HIGHLAND 10806 NORTH 5400 WEST UTAH

SITE PLAN

Drawn by: D.W.P.
Designed by: D.W.P.
Checked by: D.W.P.
Scale: 1"=10'
Date: 07/06/22
C1

ATTACHMENT #3:

PLANT LEGEND

CONIFERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	JSW	6	Juniperus scopulorum 'Woodward' Tc2; 2to4; AV 20; sun; z3; Utah Lake water tolerant	Woodward Columnar Juniper	B & B		5'-6'
DECIDUOUS TREES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**CAL**	**SIZE**
	AA	2	Acer x freemanii 'Jeffersred'	Autumn Blaze® Freeman Maple	B & B	2"Cal	
	UX'F	3	Ulmus x 'Frontier' Td3; 35x25; AV 490; sun; z4; Utah Lake water tolerant	Frontier Elm	B & B	2"Cal	
	ZS'M	6	Zelkova serrata 'Musashino' Td4; 45x15; AV 490; sun; z5; Utah Lake water tolerant	Musashino Zelkova	B & B	2"Cal	
DECIDUOUS SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**		
	AA'O	4	Amelanchier alnifolia 'Obelisk' TM Sd2; 15x4; AV50; sun to part shade; z2; Utah Lake water tolerant	Standing Ovation Serviceberry	5 gal		
	AA'R	3	Amelanchier alnifolia 'Regent' Sd2; 5x5; AV 50; sun to part shade; z2; Utah Lake water tolerant	Regent Serviceberry	5 gal		
	AM'H	5	Aronia melanocarpa 'Low Scape Hedger' Sd3; 4x3; AV 28; sun to part shade; z3; Utah Lake water tolerant	Low Scape Hedger Chokeberry	5 gal		
	BT'C	17	Berberis thunbergii 'Concorde' Sd3; 2x2; AV 12.5; sun to part sun; z4; Utah Lake water tolerant	Concorde Japanese Barberry	5 gal		
	PF'F	6	Potentilla fruticosa 'Fargo' Dakota Sunspot TM Sd2; 2-3 x3-4; AV 7; sun; z2; Utah Lake water tolerant	Fargo Yellow Shrubby Cinquefoil	5 gal		
	RT'A	8	Rhus trilobata 'Autumn Amber' GV1; 1 x 6; AV 12.5; full to part sun; z4	Autumn Amber Sumac	5 gal		
EVERGREEN SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**		
	CP'S	15	Cytisus purgans 'Spanish Gold' Sd2; 3-4 x 4-6; AV 28; sun to part sun; z4;	Spanish Gold Broom	5 gal		
	HP'P	15	Hesperaloe parviflora 'Perpa' TM P1; 2x2; AV 7; sun; z5; Utah Lake water tolerant	Brakelights Red Yucca	5 gal		
	JH'I	6	Juniperus horizontalis 'Monber' TM GV1; 4" x 8'; AV 50; sun; z3; Utah Lake water tolerant	Icee Blue Juniper	5 gal		
GRASSES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**		
	CA'K	24	Calamagrostis x acutiflora 'Karl Foerster' Tw2; 4x3; AV 7; sun; z4; Utah Lake water tolerant	Feather Reed Grass	1 gal		
	M'GB	9	Miscanthus sinensis 'Gold Bar' Tw2; 5x3; AV 9; sun; z5, Utah Lake water tolerant	Gold Bar Maiden Grass	1 gal		
	P'KR	12	Pennisetum orientale 'Karley Rose' Tw2; 3x3; AV 7; sun; z5; Utah Lake water tolerant	Karley Rose Fountain Grass	1 gal		
ROSES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**		
	R'RC	24	Rosa x 'Noare' TM moderate; 1-2 x 2-3; sun; z5; Utah Lake water tolerant	Flower Carpet Red Groundcover Rose	5 gal		

SITE MATERIALS LEGEND

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
1-09	1" MINUS COPPER CANYON CRUSHED ROCK OR APPROVED EQUAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	2,524 sf
1-10	1" MINUS WASATCH GREY CRUSHED ROCK OR APPROVED EQUAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	434 sf
1-19	5.5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	21 lf

ISSUE DATE	PROJECT NUMBER
9/6/2022	UT22099

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

PLAN INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

0' 5' 10' 20' 40'
GRAPHIC SCALE: 1" = 10'

PROJECT INFORMATION

HIGHLAND GROVE PLAZA
HIGHLAND, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

SEEG OFFICE HIGHLAND, LLC
ATT: HEATHER SEEGMILLER
385-404-0725
HEATHER.MIRANDA@YAHOO.COM

EXCEL ENGINEERING
DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning &Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

LICENSE STAMP

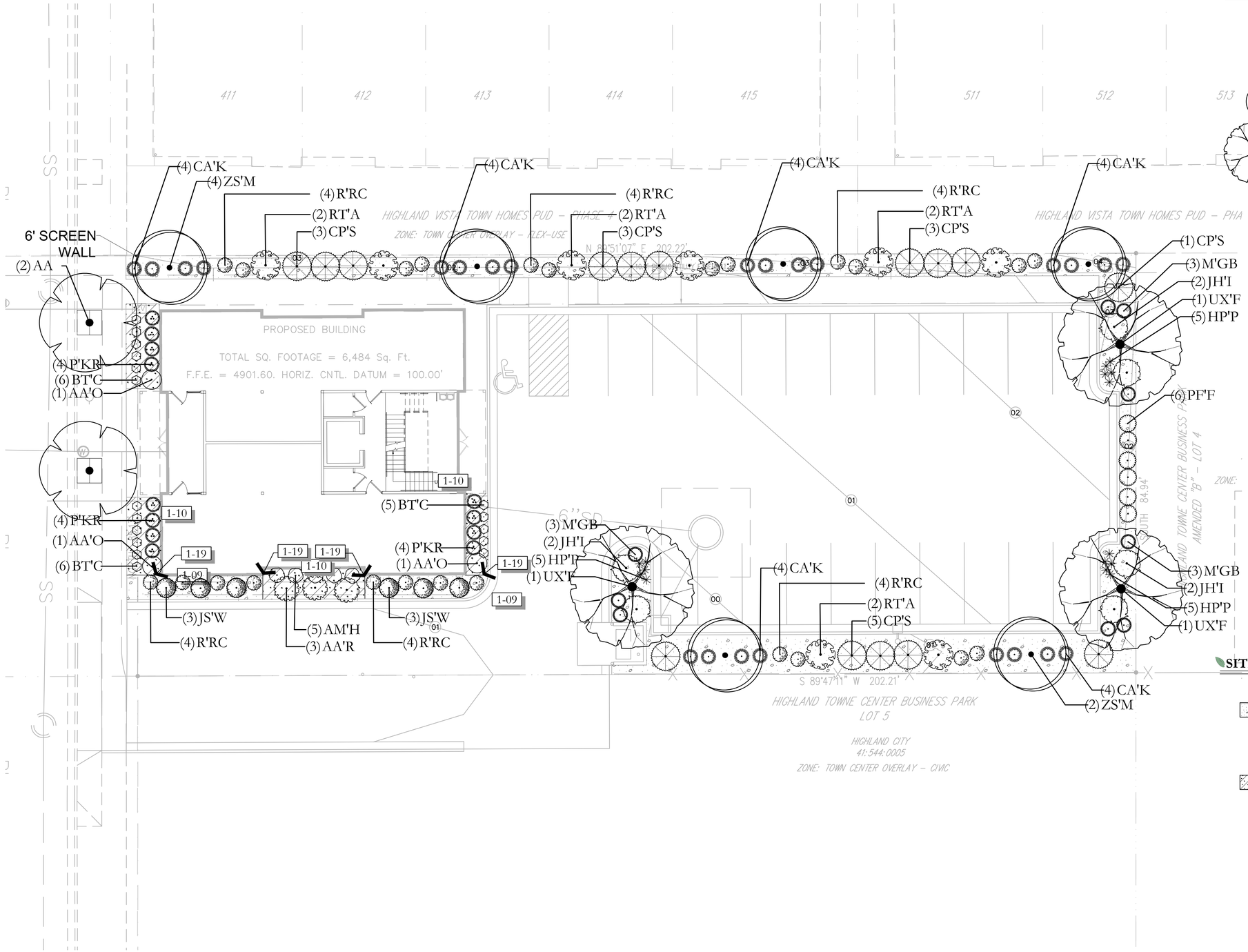
LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128127 - 5301
09/06/2022
ELECTRONIC SEAL
STATE OF UTAH

DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	9/6/2022

LANDSCAPE PLAN COLOR

LP-COLOR



PLANT LEGEND

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ISSUE DATE	PROJECT NUMBER
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1	XXXX	XX-XX-XX
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0' 5' 10' 20' 40'
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HIGHLAND, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

SEEG OFFICE HIGHLAND, LLC
ATT: HEATHER SEEGMILLER
385-404-0725
HEATHER.MIRANDA@YAHOO.COM

EXCEL ENGINEERING
DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
812812-5301
09/08/2022
REGISTERED
STATE OF UTAH

DRAWING INFO	
PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	9/6/2022

LANDSCAPE PLAN

LP-101

ATTACHMENT #4:

WEST ELEVATION

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

EAST ELEVATION

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

SOUTH ELEVATION

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

NORTH ELEVATION

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

Diversified
DESIGN SERVICES AND ENGINEERING, L.C.
6236 SOUTH TURPIN ST.
MURRAY, UTAH 84107
TELEPHONE (801) 347-2369
Email: brandon@dds-slc.com

A NEW BUILDING FOR:

PROJECT NAME:

Highland Grove Plaza

10806 North 5400 West, Highland, Utah 84003

PROJECT INFO.	
PROJECT NO.:	2022-033
CAD FILE NAME:	A101 Main Floor Plan
DRAWN BY:	BL
CHECKED BY:	
SCALE:	1/8" = 1'-0"
DATE:	08-24-2022

REVISIONS		
REV.	DATE	DESCRIPTION
1	DATE	DESCRIPTION

SHEET TITLE:

PRELIMINARY
EXTERIOR ELEVATIONS

A 201

SHEET 3 OF 3

AGENDA

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #7

DATE: September 20, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Rob Patterson, City Attorney

SUBJECT: **ORDINANCE:** Open Burn and Recreational Fire Regulations

TYPE: **MUNICIPAL CODE UPDATE (LEGISLATIVE)**

PURPOSE:

The City Council will hold a public meeting to consider an amendment to two sections to the Municipal Code related to open burning and recreational fires. The Council will take appropriate action.

PRIOR COUNCIL DIRECTION:

On July 20, 2021, the City Council adopted Ordinance 2021-17, which updated the City's municipal code regarding fire code and open burning restrictions to require compliance with state laws and regulations.

BACKGROUND:

Currently, the City's code provides that fires and open burns are permitted everywhere in the city, subject only to the state Department of Environmental Quality regulations on timing of open burns. Under those regulations, open burns require a permit, require that the clearing index, which looks at air quality and wind speed, is 500 or greater, and open burns are restricted to between March 30 to May 30 and September 15 to October 30.

Under Utah Code § 15A-5-202.5, the City Council can regulate all ignition sources and fires within or adjacent to certain hazardous or sensitive conditions, such as near waterways, grass-covered areas, and mountainous areas. These regulations can exceed the DEQ limitations, such as by limiting fires in those areas at all times. The City has regulated the use of fireworks within these areas. However, the City has not always directly regulated other types of ignition sources or fires within these sensitive and hazardous areas, such as open burns of weeds or other debris.

Further, the City Code that regulates activities within public parks, trails, open space, and other public property does not address whether fires are permitted or not. The City has recently received questions about having private barbeques and other similar activities within City parks.

The proposed ordinance would update City Municipal Code § 8.04.130 to clarify that open burning is restricted in all the same areas that fireworks are restricted in, regardless of whether the open burn is permitted under state DEQ regulations.

The amendment would also add a definition of "recreational fires" that is consistent with DEQ regulations. A recreational fire is a 3-foot diameter by 2-foot high fire that is not used to dispose of materials, and recreational fires must be monitored with a method of extinguishment and kept a minimum distance away from structures and combustible materials.

Finally, the proposed ordinance clarifies that no fires, including recreational fires and open fires, are permitted in city parks and other city property unless the city specifically authorizes the fire or they are using a city-installed barbeque or fire pit, subject to the rules on recreational fires.

FISCAL IMPACT:
This action is not expected to have an impact on the city's budget.

STAFF RECOMMENDATION:
Staff recommends that the City Council review and adopt the proposed ordinance.

MOTION TO APPROVE:
I move that City Council approve the Ordinance Amending Sections 8.03.130 and 12.24.030 of the Highland City Municipal Code Related to Regulation of Open Burning and Recreational Fires.

ATTACHMENTS:
1. Proposed Ordinance
2. Fire Restriction Map updated with City parks and trails

ORDINANCE NO. 2022-XX

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING SECTIONS 8.04.130 AND 12.24.030 OF THE HIGHLAND CITY MUNICIPAL CODE RELATED TO REGULATION OF OPEN BURNING AND RECREATIONAL FIRES, AND RELATED MATTERS.

WHEREAS, Highland City has authority to regulate the use of ignition sources within the city in accordance with Utah Code § 15A-5-202.5; and

WHEREAS, Highland City has previously adopted regulations regarding the setting and use of fireworks and similar ignition sources in order to prohibit their use in certain areas of the city in accordance with Utah Code § 15A-5-202.5; and

WHEREAS, the City Council desires to protect those certain areas of the city from the risks associated with open burning; and

WHEREAS, Highland City has authority to regulate the use of public parks and similar public spaces in order to protect the health, safety, and welfare of city property and the public; and

WHEREAS, the City Council desires to clarify that fires within parks, trails, and other public spaces are not permitted except with the authorization of the city.

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

SECTION 1. Highland City Municipal Code Section 8.04.130 is amended as follows:

8.04.130 Open Burning

A. No person shall set or use an open outdoor fire, or burn, dispose of, or salvage any material through open burning, except in conformity with this section and the rules, standards, and permits administered by the Utah Department of Environmental Quality or other applicable agency.

B. The city council may adopt by resolution restrictions on the location and timing of any open burn. Unless otherwise specified, open burns shall be prohibited in any area and at any time that fireworks and similar ignition sources are prohibited.

C. Recreational fires are not subject to the restrictions on open burning. Recreational fires are fires that do not exceed 3 feet in diameter by 2 feet in height and are not used to dispose of or salvage materials.

D. Any person who sets a recreational fire shall monitor and attend the fire at all times until fully extinguished, have a method of extinguishment readily available, and provide adequate clearance between the fire and other structures or combustible materials. For uncontained fires, the minimum clearance distance is 25 feet. For fires contained in improved barbeque pits or portable outdoor fireplaces with spark arresting covers, the minimum clearance distance is 15 feet. For gas fire pits, the minimum clearance distance is 10 feet.

SECTION 2. Highland City Municipal Code Section 12.24.030 is amended as follows:

12.24.030 Unlawful Activity

A. A person within Highland City boundaries may not conduct unlawful acts upon public parks, public trails or public open space. Unless otherwise authorized by the City in writing, unlawful acts include, but may not be limited to loitering; dumping (including grass clippings, vegetation or other private property); vandalizing; removing or destroying public property in any manner; polluting; discharging firearms including paint guns and airsoft guns; disturbing, injuring or feeding wildlife; overnight parking or camping except in parks designated as campgrounds; hunting; or any other activity which may harm or have intent to harm public property or public activity; or conducting any other illegal activity.

B. Unless otherwise authorized by the City in writing, it is unlawful to place private property on public open space or trails such as swing sets, trampolines, playhouses, sand boxes, dog houses, unauthorized landscaping including: trees, boulders, gardens, grass clippings, landscaping debris, construction debris, or other similar privately owned property. Private property in this section does not include items commonly used for the purpose of visiting public open space for a period not exceeding twenty-four hours.

C. Unless otherwise authorized by the City in writing, it is unlawful to set, ignite, or use a fire, explosive, or other ignition source, including open burning and private recreational fires, on or within any public park, public trail, or other public property, except for recreational fires within barbeque grills, fire pits, and similar improved and designated receptacles that are authorized, installed, and maintained by the City. All such recreational fires are subject to section 8.04.130.

~~C.~~ D. A violation of this section is punishable by a class "C" misdemeanor.

SECTION 3. All other sections of the Highland City Code inconsistent with these provisions are hereby repealed to the extent of such conflict.

SECTION 4. This Ordinance shall be in full force and effect immediately

upon the required approval and publication according to law.

PASSED AND ADOPTED by the Highland City Council,

HIGHLAND CITY, UTAH

_____

Kurt Ostler, Mayor

ATTEST:

_____

Stephannie Cottle, City Recorder

HIGHLAND CITY

Legend

BANNED FIREWORK AND OPEN FIRE AREAS

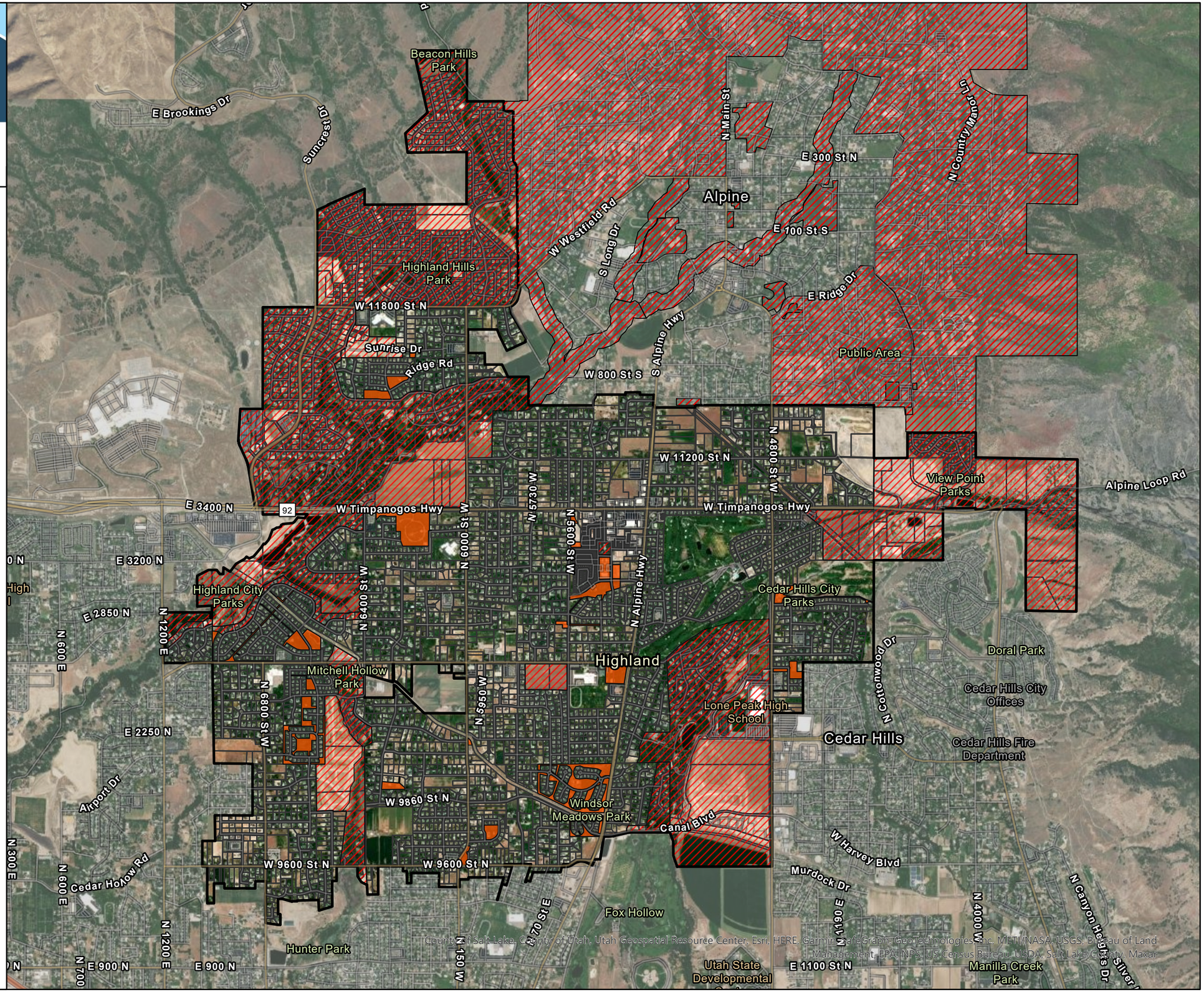
- **EXISTING BAN**
- **PROPOSED BAN**

BANNED FIREWORK AND OPEN FIRE AREAS:

City-owned parks and trails; Beacon Hills Subdivision; Bull River Subdivision, drainage areas, and surrounding property; Chamberry Fields Subdivision; Country French Subdivision; Dry Creek Highland Subdivision and drainage areas; Hidden Oaks Subdivision; Highland Glen Park; Highland Hills Subdivision; Highland Hollow Subdivision and drainage areas; Highland Oaks Subdivision; Hollow Acres Subdivision; homes abutting Highland Hollow and drainage area in the Highland Hollow and Canterbury North Subdivision; Hunter Ridge Subdivision; Lone Peak High School; Meadow Lane; Mercer Hollow Subdivision; Mitchell Hollow Park and drainage areas; Mountain Ridge Park; Mouth of American Fork Canyon; Oak Ridge Subdivision; Pheasant Hollow Park; Ridgeview Subdivision and state-owned property south of development; Skye Estates Subdivision; Sterling Pointe Subdivision; Sunset Mountain Properties; The Hollow Subdivision and drainage areas; Town Center Splash Pad; View Pointe Subdivision; West side of 10150 North; and Westfield Cove Subdivision

N W E S

0 0.15 0.3 0.6 0.9 1.2 Miles



County of Salt Lake, County of Utah, Utah Geospatial Resource Center, Esri, HERE, Garmin, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Salt Lake County, Maxar