



HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

Tuesday, June 6, 2023

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

VIRTUAL PARTICIPATION



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



Email comments prior to meeting: council@highlandcity.org

6:00 PM WORK SESSION – TRAFFIC CALMING TOOLBOX

7:00 PM REGULAR SESSION

Call to Order – Mayor Kurt Ostler

Invocation – Council Member Timothy A. Ball

Pledge of Allegiance – Council Member Scott L. Smith

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. CONSENT ITEMS (7:10 pm - 5 min)

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 – April 18, 2023

3. ACTION/PUBLIC HEARING: PHYLLIS SMITH ANNEXATION *Land Use (Legislative) Kellie Smith, Planner & GIS Analyst (7:15 pm - 15 min)*

The City Council will hold a public hearing to consider a request by Shaun Athey, representing Phyllis and Trent Smith, to annex approximately 1.13 acres of property located at 7015 W 9600 N. The City Council will take appropriate action.

4. PUBLIC HEARING/ORDINANCE: GENERAL PLAN AMENDMENT – PARKWAY DETAIL *General Plan Update (Legislative) – Kellie Smith, Planner & GIS Analyst (7:30 pm - 10 min)*

The City Council will hold a public hearing to consider a proposal by City Staff to amend the parkway detail of the Transportation Element in the General Plan to require that it be xeriscape, and also update parkway detail regulations relating to drainage, fence height, and setbacks. The City Council will take appropriate action.

5. **ACTION/RESOLUTION: INTERLOCAL COOPERATION AGREEMENT WITH UTOPIA** *General City Management – Rob Patterson, City Attorney (7:40 pm - 10 min)*
The City Council will consider an Interlocal Cooperation Agreement with UTOPIA for the installation of fiber optic cable and other associated facilities within Highland City streets and other rights-of-way. The Council will take appropriate action.
6. **ACTION: SAFE ROUTES TO SCHOOL GRANT - HIGHLAND ELEMENTARY** *General City Management – Andy Spencer, City Engineer/Public Works Director (7:50 pm - 10 min)*
The Council will consider approving a federal-aid agreement for sidewalk improvements associated with City-owned streets in the vicinity of Highland Elementary. The Council will take appropriate action.
7. **ACTION: ROAD WIDENING PROJECT AT KNIGHT AVENUE/OLE BISH LANE AND NORTH COUNTY BOULEVARD** *General City Management – Andy Spencer, City Engineer/Public Works Director (8:00 pm - 10 min)*
The Council will consider awarding a construction contract with Acme Construction, Inc. for the Knight Ave/Ole Bish Lane improvements at North County Boulevard to accommodate a forthcoming traffic signal that will be installed by UDOT.
8. **EXPEDITED**
 - a. **RESOLUTION: Personnel Policy Amendment for Bereavement Leave** *General City Management (Legislative) Jay Baughman, Assistant City Administrator (8:10 pm - 5 min)*
The City Council will discuss draft updates to the City's Personnel Policies in order to adopt rules and procedures required by Utah Code 10-3-1103. The Council will take appropriate action.
9. **DISCUSSION: POTENTIAL FENCE REPLACEMENT ALONG ALPINE HIGHWAY** *General City Management – Andy Spencer, City Engineer/Public Works Director (8:15 pm - 20 min)*
The City Council will review and discuss a received bid from a contractor to complete the fence replacement project along Alpine Highway. The Council will take no action as this will be a discussion item only.
10. **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. **FY24 Budget Updates: Sales Tax & Planning Commission Salaries** – Tyler Bahr, Finance Director & Jay Baughman, Assistant City Administrator/Community Development Director **(8:35 pm - 10 min)**
 - b. **Fee Schedule Update: Garbage, Cemetery** – Tyler Bahr, Finance Director & Jay Baughman, Assistant City Administrator/Community Development Director **(8:45 pm - 10 min)**
 - c. **Fraud Risk Assessment: FY23 Report and Steps for Next Year-** Tyler Bahr, Finance Director **(8:55 pm - 10 min)**

- d. **Highland Glen Pond Water Management Plan** - *Andy Spencer, City Engineer/Public Works Director* (9:05 pm - 10 min)
- e. **Active Transportation Plan** - *Kellie Smith, Planner & GIS Analyst* (9:15 pm - 5 min)
- f. **Flooding Update** - *Andy Spencer, City Engineer/Public Works Director* (9:20 pm - 5 min)
- g. **Alpine Food Storage Update** - *Kurt Ostler, Mayor* (9:25 pm - 5 min)
- h. **Future Meetings** (9:30 pm - 5 min)
 - June 14, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
 - June 20, City Council Work Session & Meeting, 6:00 pm, City Hall
 - June 27, Planning Commission Meeting, 7:00 pm, City Hall
 - July 12, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
 - July 18, City Council Meeting, 7:00 pm, City Hall
 - July 25, Planning Commission Meeting, 7:00 pm, City Hall

11. 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 1st day of June, 2023.

Stephannie Cottle, CMC, City Recorder

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



HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, April 18, 2023

Waiting Formal Approval

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

VIRTUAL PARTICIPATION



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



Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order – Mayor Kurt Ostler

Invocation – Council Member Kim Rodela

Pledge of Allegiance – Council Member Brittney P. Bills

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:02 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Council Member Kim Rodela and those in attendance were led in the Pledge of Allegiance by Council Member Brittney P. Bills.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS

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

CITY STAFF PRESENT: City Administrator Erin Wells (electronically), City Attorney Rob Patterson, City Recorder Stephannie Cottle, Finance Director Tyler Bahr, Planner and GIS Analyst Kellie Smith, City Engineer/Public Works Director Andy Spencer, Police Chief Brian Gwilliam, Fire Chief Brian Patten

OTHERS PRESENT: Jon Hart, Todd Knowles, Jeff Thurman, Mike Martin, Douglas Cortney, Amy Brinton, Johnny and Sara McGill, Adam Brinton, Crosby Burrows, Sophia Gunter, Andrew Davis, Wesley Warren, Derek & Michelle Ellis, Eileen H. Miller, Chris Howden, Brent Pugh, Karalee Pettit, Jared Huish, Matthew Koofe, Will Parkes, Steve Hogan, Nathan Woodbury, Emma Bartholomew and several members of the Youth Council, Paul & Rachel Adams and family, Scott Blotter, Dan Stratton

1. UNSCHEDULED PUBLIC APPEARANCES

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

Doug Courtney stated he is the Chairman of the 2023 Highland Fling parade, and the Committee is looking to make a couple of changes to the parade and these changes will require an increase in the number of volunteers that support the event. He asked for assistance from elected officials and City staff in recruiting these volunteers.

Steve Hogan stated he addressed the Council about a month ago and will be addressing them regarding the same issue he spoke of in the last meeting, which is the replacement of the wood fence along Alpine Highway; the fence has become a safety issue and is also a blight on the area. He would like to understand who is responsible for the replacement of the fence; he has spoken with several neighbors and some of them recall instances of City employees performing maintenance of the fence. The work has been sufficient to create a tacit ownership or responsibility on the part of the City and residents are asking that be recognized by the City. He added that it is his understanding that the fence is essentially a 'theme wall' and should comply with Code requirements that would ensure uniformity along the entire stretch of the Highway. He stated that someone mentioned in the last meeting that the fence is the responsibility of abutting homeowners, but he wondered how that will be handled and if the many residents who live along the Highway will be required to coordinate the theme and color of the fence, as well as pay for replacement/maintenance of the fence. The alternative would be to have a hodge-podge of fencing along the corridor.

Mayor Ostler reported that this issue will be discussed later in the meeting under agenda item 8b.

Sara McGill thanked the Mayor and Council for listening to the concerns of residents regarding the lane configuration near Apple Creek. She also thanked the City for installing a traffic signal at 5600 West and Timponogas Highway, which has helped to decrease traffic in the area. She then addressed the fencing issue raised by Mr. Hogan; she shares his concerns about the deterioration of the fence and has similar questions about who is responsible for repairing or replacing and then maintaining the fence. She stated that residents have asked that other property owners, namely businesses and high-density housing developments, along the Highway be assessed an impact fee that could be used to address the issue, but that was not done. She stated that residents who live in her neighborhood have experienced impacts associated with changes in zoning that are not in line with their expectations when they initially chose to live there. She acknowledged that development and change is imminent, but people did not know that the area would be as busy as it is. She stated some repairs have been performed by the City over the last 17 years, but no significant improvements or replacements. She hopes that the City will recognize they are responsible for the fence and address its current condition.

Council Member Ball asked City Attorney Patterson to address Mr. Hogan's claim that the work performed by the City in the past has created tacit ownership or responsibility for the City. Mr. Patterson stated that the City does not own the fence or the property it sits upon. The fact that the City has performed some maintenance in the past does not automatically mean that the City owns the fence or should be responsible for ongoing maintenance unless the City agrees to accept that responsibility. The City helps with various types of maintenance throughout the City, but that does not mean the City assumes ownership of those properties in the future. He has not been able to find any document indicating the City owns the property or the fence.

Nathan Woodbury stated he and Mr. Hogan have been working on this issue together, both are interested in replacing the fence along their yard with precast concrete fencing, but they were told by the City that is not allowed because the fence is a theme wall, and they cannot change the theme. He stated that his property taxes recently increased by nearly three times, and he would love for some of that additional revenue to be used for beautifying the City.

Council Member Smith agreed the fence along the Alpine Highway looks awful and he thinks a joint effort between the City and the homeowners would be appropriate in order to beautify and improve it. He personally does not think wood fences are the best solution because they do not last as long as other materials. There has always been a misunderstanding about ownership of the fence, and it is time to address that issue.

2. PRESENTATIONS

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

A member of the Youth Council will give a report on the recent Easter Egg Hunt activity and any upcoming events.

Emma Bartholomew, Highland Youth Council Mayor, reported on the success of the recent Easter Egg Hunt, which drew over 1,000 children. There were 9,000 eggs collected by children at the event.

Mayor Ostler read a social media post about the Easter egg hunt; the person commented on the experience of their four-year old child at the Easter egg hunt. Other children gave the child some of their eggs after seeing that he did not collect any on his own. Mayor Ostler commented on the great work and service of the Youth Council and congratulated them on the success of the Easter egg hunt.

b. **Donation to Mountain Ridge Park** – *Paul & Rachel Adams, Highland City Residents*

Paul and Rachel Adams will present a check to Highland City as a donation towards the playground at Mountain Ridge Park.

Mayor Ostler reported that in November 2021 a very special family come forward with an offer to make a large donation to Mountain Ridge Park. The Paul and Rachel Adams family has the park in their backyard, and they have donated \$500,000 to make sure there is a playground there to accommodate children of all abilities. He wished to recognize the Adams family for their generosity and for helping to create something that will be a lasting legacy in the community.

Mr. Adams stated that his family loves Highland and feels that this project is the right thing for the community; he is appreciative to the entire Mayor and Council for their efforts to see the project through. He concluded that he has made a significant investment in the City and enjoyed a great deal of success due to community support. Ms. Adams stated that they chose to repay the community for their support.

3. CONSENT ITEMS

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a. **Approval of Meeting Minutes** *General City Management* – *Stephannie Cottle, City Recorder*

Regular City Council Meeting – March 7, 2023

b. **ACTION: Plat Amendment – The Hollow Subdivision Plat B** *Land Use (Administrative)* – *Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public meeting to consider a request petitioned by Millhaven Development, representing Timothy and Wendi Oyler, to combine 3 residential lots into 1 residential lot. The Council will take appropriate action.

Council Member Scott L. Smith MOVED that the City Council approve consent item 3a, the approval of meeting minutes of March 7, 2023 and item b, Plat Amendment – The Hollow Subdivision Plat B.

Council Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

4. ACTION: CONTRACT WITH GENEVA ROCK FOR ROADWAY TREATMENTS *General City Management - Andy Spencer, City Engineer/Public Works Director*

The City Council will consider awarding a contract to Geneva Rock Products, Inc. for micro-surfacing maintenance treatments. The Council will take appropriate action.

City Engineer/Public Works Director Spencer explained the Council has previously authorized construction contracts for Canal Boulevard construction, Country Club Sewer upgrade, and 6800 West reconstruction. In addition, the Council has allocated budget funds for road surfacing treatments to properly maintain roads and extend the pavement life cycle. Geneva Rock has been awarded a large pavement treatment contract by UDOT in the northeast corner of Utah County. Because of their project proximity, they have provided competitive pricing for the micro-surfacing treatments for the City. Geneva's bid for the cost of the micro-surface project for all roadways is \$170,122. This amount does not provide for painting the speed bars on Canal Boulevard. Staff has requested an additional 10 percent contingency to allow for this painting to be added to the project; this contingency would be in addition to the 10 percent contingency normally allowed for unforeseen costs. The total cost of this project with contingency is \$204,146. Funding for this expense is anticipated in GL 41-40-71, Major Roads Maintenance within the FY24 budget. Mr. Spencer concluded staff recommends approval of the contract with Geneva Rock for micro-surfacing.

Council Member Smith stated that he has met with Mr. Spencer, and he appreciates his efforts to properly maintain roads in the City and extend their expected life; there has been an increase in density in the Ridgeview area of the City and some roads will be experiencing heavier use than in the past. On Canal Boulevard, he would like to add a third lane for turning to decrease the impact to the road shoulder. It is also important to have bike lanes on both sides of the road because sidewalks are more heavily used by pedestrians. He would like to sit down with representatives from the neighborhood and with The Boyer Company before striping the road to ensure an adequate number of lanes and a moderate speed limit. The road was designed to be a collector road, rather than an arterial road, and he is concerned about safety. Mr. Spencer stated it would be great to have those conversations to ensure the safety of the road when it is completed.

Mayor Ostler stated that some surface treatments that have been performed in the past result in increased noise on the roadway; he asked if the same is true for the micro-surface treatment. Mr. Spencer stated it is not the same treatment; chipseal treatment results in increased road noise, but micro-surface leaves a smoother surface. Mayor Ostler then referenced Council Member Smith's comments about Canal Boulevard and asked if there will be a strategy in the traffic calming toolbox to address that issue. Mr. Spencer answered yes; there will be different strategies to choose from for Canal Boulevard. Mayor Ostler then stated there is a new road called Featherstone, which serves as an access point from the High School and once that road is connected, there may be some turning radius issues. Mr. Spencer stated that is correct; the Council has discussed this issue in the past and has considered working collectively with developers to rebuild 10100 North; this should be done before Featherstone is connected and that should address the left turn issues from Canal Boulevard to Featherstone. It would be good for the work to occur in the summer months to avoid high school traffic.

Council Member Smith stated it would be great if the toolbox also provided a strategy for ingress/egress from the development that includes Costa Vida and Arby's. Mr. Spencer agreed.

Council Member Bills stated it is her understanding the contract before the Council tonight only relates to the micro-surface treatment, not the striping of Canal Boulevard. Mr. Spencer stated that is correct; staff can look into the issues related to Canal Boulevard and discuss the matter with the traffic engineer consultant that is working on the toolbox. Council Member Smith stated he would also like to see an automated speed sign on Canal Boulevard. Mr. Spencer suggested that be discussed as part of the review of the tentative Fiscal Year (FY) 2023-2024 budget, which will be presented to the Council on May 2.

Council Member Kim Rodela MOVED that City Council APPROVE the contract with Geneva Rock Products, Inc. in an amount up to \$204,146 and AUTHORIZE the City Administrator to sign the contract documents with the acknowledgement that the paint striping on Canal Boulevard will be completed in accordance with the pending traffic control toolbox study finding and to include input from Council and residents.

Council Member Timothy A. Ball SECONDED the motion.

Council Member Smith added that he would like for the City to solicit input from residents regarding changes to the configuration of Canal Boulevard. Council Member Rodela accepted that suggestion as a friendly amendment to her motion. Council Member Ball stated his second of the motion stands.

The vote was recorded as follows:

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

The motion passed 5:0.

5. ACTION: CONTRACT WITH RC ENTERPRISE PAVING & CONSTRUCTION FOR STREET SWEEPING *General City Management – Andy Spencer, City Engineer/Public Works Director*

The City Council will consider approving a contract with RC Enterprise Paving & Construction for the sweeping of Highland City streets. The Council will take appropriate action.

City Engineer/Public Works Director Spencer explained as a part of the approved FY 2023 budget, the Council approved street sweeping as a budgeted expense in the Storm Sewer Enterprise Fund. The street sweeping service is contracted to a provider that sweeps in the spring and fall. This year, the City placed a bid for sweeping services on the Utah State Procurement website with a two-week advertisement window starting on March 8, 2023. The bid was for one year with an option for up to three years with a fixed percent increase. The bidding window closed on March 28, 2023, with no bids being received. During the past three years, the City contracted with RC Enterprise Paving & Construction for street sweeping services and have been pleased with their work. Staff reached out to Riley Cherrington, owner of RC Enterprise Paving & Construction and he provided a bid of \$31,200 for the year 2023 with a seven percent increase over the years 2024 and 2025. In 2022, Highland City paid \$30,382 for these services. As such, RC Enterprises proposal was consistent with past contracts. Funding for this expense was included in the FY23 budget under GL 54-40-27, Storm Sewer Street Sweeping at \$20,000. As the full cost was not included in the budget, it will need to be funded by Fund Balance within the Storm Sewer

Fund and will be included as part of the final budget adjustments unless otherwise directed by the Council. There is sufficient fund balance available for the budget adjustment.

Council Member Peterson asked if the City will actively look for other street sweeping contractors. Mr. Spencer reiterated that the City did not receive other bids after publicly advertising for the service. Staff is not opposed to going out to bid again next year.

Council Member Kim Rodela MOVED that City Council APPROVE a contract with RC Enterprise Paving & Construction for street sweeping at a cost of \$31,200 for the first year, with an increase of 7% for each subsequent year for a total contract period of three years and authorize the City Administrator to sign the contract documents.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

6. EXPEDITED

a. ACTION: Plat Amendment - Mid-Town Highland Marketplace Subdivision Land Use (Administrative) - Kellie Smith, Planner & GIS Analyst

The City Council will hold a public meeting to consider a request petitioned by Joe Ham, representing MNG Highland Development LLC, and Paul Kroff, representing SBP Holdings Reverse, LLC, to adjust internal property boundaries. The Council will take appropriate action.

Planner & GIS Analyst Smith explained the City Council approved the final plat for Mid-Town Highland Marketplace Subdivision on July 5, 2022. On December 6, 2022, the City Council approved an amendment to the existing development agreement associated with this property. The amendment updated several improvements such as landscaping, signage, lighting, architecture, and the overall site plan. The proposed plat amendment is in the CR Zone and is designated as Commercial in the General Plan. The amendment only adjusts internal property boundaries. She noted that she has spoken with the applicant, who communicated his plans to start construction on the project in July pending Building Department review and approval of his application materials. Staff recommends the City Council accept the findings and APPROVE the final plat amendment subject to the following stipulations:

1. The recorded plat shall be in substantial conformance with the final plat received March 15, 2023.
2. Prior to recording, the recorded plat shall be revised as required by the City Engineer.

Mayor Ostler and Council Member Smith commented on the quality of the development proposal, which should bring some sit-down restaurants to the community.

Council Member Sarah D. Petersen MOVED that the City Council accept the findings and APPROVE the amended plat for the Mid-Town Highland Marketplace Subdivision subject to the two (2) stipulations recommended by Staff.

1. *The recorded plat shall be in substantial conformance with the final plat received March 15, 2023.*

2. Prior to recording, the recorded plat shall be revised as required by the City Engineer.

Council Member Scott L. Smith *SECONDED* the motion.

The vote was recorded as follows:

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

The motion passed 5:0.

7. DISCUSSION: CANTERBURY NORTH AND HIGHLAND HOLLOW ENCROACHMENT

Land Use (Administrative) - Kellie Smith, Planner & GIS Analyst
The City Council will consider possible maintenance agreements, encroachment enforcement, or the sale of public property in the Canterbury North and Highland Hollow subdivisions. This item is for discussion only.

Planner & GIS Analyst Smith explained staff is seeking Council direction regarding whether to allow maintenance agreements, enforce encroachment, or bring back a resolution to the Council to allow for sale of property in the Canterbury North and Highland Hollow subdivisions. If the Council would like staff to prepare a resolution, staff recommends the Council determine which properties should be sold. She noted on August 2, 2022, the City Council directed staff to prioritize the Highland Hollow subdivision and then to continue with Council Member Bills providing a prioritization list to staff. Staff has worked with Council Member Bills to determine the next subdivisions for staff to enforce encroachment. On March 7, 2023, staff provided an update to the Council regarding what has been completed so far and next steps:

- Highland Hollow Conservation Easement Encroachments: Staff continues to work with the residents in Highland Hollow that have encroached next to Dry Creek. Four (4) site visits have been held, one (1) remediation plan has been approved, and two (2) more residents will be met with this spring.
- Wimbleton: Staff has recently received the surveyed locations of the utilities running throughout the Wimbleton open space. The City Engineer and Public Works Superintendents are working together to come up with a recommendation regarding how much property should be kept around these utility lines for the benefit of Highland City. This recommendation will be brought to the Council in an upcoming meeting.
- The next subdivision to be reviewed by the City Council is Canterbury North and the remaining properties in Highland Hollow. Following these subdivisions will be several subdivisions throughout the City that have two to three encroachments per subdivisions (Quail Hollow, Hidden Oaks, Meadow Lark Dr, Mercer Hollow, and Highland Town Center Meadows)

Ms. Smith presented a map that identified the types of encroachments in Canterbury North and Highland Hollow. An additional map also summarized staff's recommendations to the Council for each encroachment, as follows:

- Maintenance Agreements: For encroachments on property involving an existing or future trail, staff recommends the Council allow the residents to enter into maintenance agreements that meet the current maintenance agreement requirements. Part of the agreement would be for the resident to understand that the City is not liable for any removal or damage of their improvements due to trail maintenance (crack sealing, snow removal, etc.) or future trail construction. Staff also recommends the maintenance

agreements adjacent to the future trail only be permitted up to the existing dirt trail. There is one (1) City owned parcel off of 10400 N that staff recommends the City Council allow for maintenance agreements. This parcel is part of the Highland Hollow subdivision. It is not related to nor adjacent to a park or trail. The Public Works department determined that there was a need for this parcel for drainage at the time the subdivision was developed.

- Removal of Encroachment: Staff recommends that all encroachments onto City property involving the future park by Dry Creek be removed, and no sale of property nor maintenance agreements be allowed.
- There were several properties along the Murdock Canal Trail that the Council approved for sale in 2021. All but three (3) property owners have purchased. Two (2) of the three (3) property owners are encroaching onto the City property that they did not purchase. Staff recommends the Council give them the option to either purchase, or remove the encroachment.
- Disposal of Public Property: Staff does not recommend that the City Council sell any of the Highland City property in the Canterbury North nor Highland Hollow subdivisions.

Mayor Ostler thanked Ms. Smith for her efforts and the great deal of time she has spent on this issue.

Council Member Smith referenced the future trails identified on the second map and he asked Ms. Smith to identify the planned future trail connections. Ms. Smith revisited the map and identified potential connections, but none of those connections have been finalized. Mayor Ostler stated the plan is to get the trails to the Murdock Trail, but it will be necessary to secure an easement across private property to accomplish that. The Council engaged in high level discussion regarding desires for future trail improvements and connections, many of which are dependent on private development activities.

Council Member Rodela stated she feels staff's recommendations are a great first step, but she would like to hear from residents who are most familiar with the area and its use. Mayor Ostler agreed, and he invited public input.

Brent Pugh identified the area in which he lives on one of Ms. Smith's maps; he was hoping that the future trail from the City Center that runs to the west would jog to the north and run behind the homes in the area to connect to the existing trail that currently dead ends. Mayor Ostler stated that area is very steep; the City already owns a 10-foot strip in the area, but does not own the trail behind the homes. Mr. Pugh stated he understands, but no one that lives in that area wants the trail in the location that the City has planned. They felt the plan he referenced would be more logical. The owners of the home at the end are most concerned because the trail would be within three to six feet of their home. Mayor Ostler stated that the property the City currently owns was deeded to the City and it would be difficult to justify acquiring other properties or relocating the trail. He added that the bridge that would be needed across the gully would be very expensive, possibly around \$100,000. Council Member Smith stated he would like to direct staff to research the suggestions that are being offered and evaluate the cost of the options available to the City. Mr. Pugh stated that each of the homeowners would buy the property behind their homes if it was available. Mayor Ostler stated that would result in the trail being moved behind other homes and the owners of those homes would be upset about that change. He added there is a trail that runs from the Murdock trail to the last home; there is just one section where the trail is missing.

Council Member Bills asked that the Council include street names on maps that are provided in support of future discussions of this issue.

Scott Blotter stated he lives in Canterbury North and his property borders the canal trail; he identified his home on Ms. Smith's map and stated the land easement for the trail next to his home is 25 feet wide and the trail would be exactly five feet from the windows on the rear of his home. The trail that is planned for the area is fairly wide and he does not feel that is necessary. He suggested the City consider minimum distance requirements for a trail to be setback from nearby homes. Mayor Ostler stated that the trail will be eight feet wide, it will not consume the entire 25-foot easement; the easement is wide to accommodate any utilities that may need to be placed there. City Engineer/Public Works Director Spencer stated that he does not know of any utilities in the area at this time, but there may be a need for some utilities associated with the pressurized irrigation pond. In another easement,

there is a sewer and water line for Lehi City. Mr. Blotter stated there is a utility easement on nearly his entire back yard. He asked the Council to consider the distance from his home when developing the trail and set it back as far as possible from his home.

Mr. Smith then asked for direction from the Council. Council Member Smith stated he would like to walk the areas that have been discussed tonight and consider all options for connecting to the City Center trail. Mayor Ostler stated that it would be good to hold a walking meeting as soon as possible so that any notices about the property can be sent as early in the year as possible as residents will be interested in any opportunities for using the property. Council Member Smith stated he is most concerned about the properties that are on the east side. Ms. Smith asked if the Council is comfortable with staff proceeding with action for the properties that are identified in red on her map. Council Members Rodela, Smith, and Peterson answered yes.

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. Flood Prevention Update – Andy Spencer, City Engineer/Public Works Director City

Engineer/Public Works Director Spencer reported on the community sandbag day that was held last Saturday; there are about 70 pallets of sandbags prepared and he feels much more prepared to respond to flooding events in the community. The Mayor, Council, and staff then engaged in discussion about areas in the City where flooding has occurred and is likely to occur again as temperatures increase and the snowpack melts. There was also a brief discussion about the information that will be communicated to residents about use of secondary water for the 2023 summer season. Mr. Spencer stated he does not want to discourage conservation or go against the good habits people developed last year, but there are no restrictions at present, aside from encouraging residents to avoid watering during the heat of the day. Mayor Ostler asked if it would be helpful to ask residents to water during the day in order to lower the level of the pressurized irrigation pond if it is becoming too full due to fast snow melt. Mr. Spencer stated it could be a difference maker in the event the pond is very close to being full, but it is not something he would encourage on a regular basis.

b. Alpine Hwy Fence – Kellie Smith, Planner & GIS Analyst

Planner & GIS Analyst Smith stated that staff has reviewed the City Council meeting minutes from 1995 that contain information about the Alpine Highway Fence. Developers who were working on projects along the highway agreed on the type of fence to be built and the City Council agreed that it was to be owned and maintained by property owners. The fence was considered a theme wall and that is why the current design is consistent. The current theme wall ordinance does not list wood as a permitted material. Staff agrees the fence should be replaced, but still believes it should be consistent and in compliance with the theme wall standards. She provided photographs of the types of fencing that would be considered to be theme walls, but noted that she understands it will be expensive to install certain types of fencing.

Council Member Smith stated that one of the problems is that residents have been told different things; he is interested in agreeing to a joint venture between residents and the City to give them some assistance in covering the costs of installing a new theme wall. He asked if other Council Members are interested; he would need to understand the costs of certain types of walls and if citizens are interested in a joint venture.

Mayor Ostler asked if there are other areas in the City where there is a similar situation. Ms. Smith stated there are other theme walls, but no intent of any of those walls to be owned or maintained by the City. She noted there are no other wood fences in the City similar to what exists on Alpine Highway.

Council Member Rodela asked if there is any documentation of any City employee telling a resident that the City owns or is responsible for maintaining the fence. Ms. Smith answered no, but she does know that several City staff members did believe the fence was the City's responsibility.

Council Member Bills asked if there is any documentation associated with the property about the fence. Ms. Smith answered no. Council Member Bills asked if the City can charge some sort of impact fee to generate funds to cover the cost of a new fence, as was suggested by Mr. Hogan earlier in the meeting. City Attorney Patterson explained impact fee revenue can only be used for new improvements associated with new development in the City and they could not be used for this type of issue.

Council Member Ball asked if there is an existing City statute that requires uniformity of the fence and if the City can adopt an ordinance that would prevent property owners from installing a patchwork of fencing types. Mr. Patterson explained it would be difficult to adopt an enforceable ordinance or an ordinance that would not be challenged that would result in a property owner installing a certain fencing type that would cost thousands of dollars. Council Member Ball stated he is unsure why the Council is having this discussion; the City should not be legislating beauty and should only be focused on safety. Mr. Patterson agreed that so long as a property owner installs fencing that meets the City's fencing standards, the City should not prohibit fencing that does not meet the definition of being uniform. Requiring uniformity could be considered a form of a property taking.

Council Member Rodela stated she does not think the City should do anything that could set a precedent where the City is expected to replace, repair, or maintain fencing on private property. Council Member Peterson agreed. Mayor Ostler asked if the City's participation in some form of maintenance of the existing fence in the past has set that type of precedent. Mr. Patterson answered no; there is no requirement for the City to maintain the fence or to participate in its replacement, but the City can choose to do that if they feel it is important to ensure uniformity of the fencing along Alpine Highway. Council Member Smith stated he understands the concern about setting a precedent, but there has been a great deal of confusion about the ownership of the existing fence, and he feels the Council should act as problem solvers and help the residents correct this issue.

Council Member Bills asked if there is any way to determine whether the property owners were told that the fence was their responsibility or if the assumption is simply that they should have understood that when they purchased their home. Mayor Ostler stated it would be difficult to determine that because the fence was built 30 years ago; however, he invited public input and asked those residents who choose to speak to address Council Member Bills' question.

Nathan Woodbury stated that he and Mr. Hogan started planning to replace their fencing a year ago so they reached out to the City about their project; the email he received from Ms. Smith stated "the fence is actually City owned and maintained, which I am sure you are aware of. The main issue is that the fence is actually a theme wall, and it is meant to be a theme wall along the Alpine Highway." Others have told him and other residents that they do not own the fence and should not touch it. He and Mr. Hogan redid their perimeter fencing at the same time to keep their costs lower and they would have done the fencing along Alpine Highway if they had permission.

Mayor Ostler agreed it is less expensive to replace or install new fencing if more property owners participate, but it can be difficult to coordinate 10 different homeowners, especially for the replacement of a fence at the same time. He added that the perception is that the party that maintains something is also the party that owns it, and, in this case, the City has maintained the fence and that has created a question for property owners.

Amy Brinton stated that this is not a case of property owners not knowing who owns the fence or who should maintain it; rather, residents have been explicitly told that they should not touch the fence. Her son was working on his Eagle Scout project, and he came to the City to see if they needed help with anything and the Public Works Department told him they were struggling to dedicate labor hours to maintaining the fence and her son worked to raise funds and coordinate volunteers to help stain and paint the fence.

Sara McGill asked if the Council minutes provided by Ms. Smith earlier in the meeting only applied to the Cornerstone project. Ms. Smith answered no; it applied to the many different developers who completed projects along the Alpine Highway. Ms. McGill stated she has asked multiple Mayors and at least three different City Council bodies about the fence and each time she has been told she could not change the fence because it belonged to the City.

Dan Stratton stated that now that he knows that he owns the fence and is responsible for its maintenance or replacement, he cannot afford the replacement. He asked if he can simply take down the section of fence along his property.

Mr. Patterson stated that the developers were required to install the theme wall as part of their development; now that the condition of development is satisfied, there is nothing that requires a property owner to keep the fence in place.

Ms. Smith stated staff is happy to work on an ordinance amendment that would clarify some of the points of interest that have been discussed tonight.

Steve Hogan stated that if there is a history of behavior, tacet contracts can be legally binding and enforceable in certain instances and he suggested that the City explore further whether a tacet agreement has existed for nearly 30 years. He asked Ms. Smith to clarify her statement in the email to Mr. Woodbury. Ms. Smith stated that she sent the email after discussing the matter with employees in other areas of the City who had a great deal more institutional knowledge than she has. However, after the issue was raised at a City Council meeting, she researched the past City Council minutes and found the information from 30 years ago. Mr. Hogan stated that for the record, he would like to state that Ms. Smith's communication to residents is proof of a tacet agreement that has been made regarding the ownership and maintenance of the fence. He stated that this is a conundrum; residents understand the Council's fiscal responsibility to the entire City. Replacing the fence would not be cheap, but it would be a one-time investment and one that will be low maintenance going forward. The reason that this is being discussed is that the City is mandating something on private property; if it is the owners' responsibility, they should be able to do what they want rather than being required to install a theme wall. Mayor Ostler stated that there are land use codes that apply throughout the City and on other private properties. Mr. Hogan stated that if one property owner in the middle of Alpine Highway installs one type of fence, and others on either side of him leave wooden fence, he is unsure that the fence can still be classified as a theme wall. Ms. Smith stated that the City Code does not specifically state that the theme wall should be maintained in perpetuity; the theme wall regulation was imposed at the time of the initial development, and there are no other maintenance requirements outside of the City's typical fencing standards.

Council Member Peterson stated it is clear that residents received direct communication from the City that the City owns the fence. They chose not to take action to replace the fence because they understood the City owned and had maintenance responsibility for the fence. She stated the public input has changed her opinion and she would like to understand the potential costs associated with participating in replacement of the fence. Mr. Spencer stated that the City is installing six-foot precast concrete fencing on 6800 West and the current price for that type of fence is \$126.00 per foot. The cost since the project was bid has likely increased to \$135.00. Council Member Ball asked how long the theme wall on Alpine Highway is. Mr. Spencer stated he can get that information for the Council. Council Member Ball then stated that he disagrees with Mr. Hogan's implication that the communication

residents have received from the City has created a tacet agreement; he noted Mr. Hogan stated on the record that it is a fact that the City is responsible for the fence due to that tacet agreement. Council Member Ball disagreed and stated that fact remains to be determined.

Mayor Ostler stated that it is clear the City has performed some maintenance of the fence, but the City has never tried to replace the fence. It would be appropriate for the entire Council to consider whether replacement of the fence would benefit all taxpayers and he expects that the replacement would cost upwards of \$500,000. He stated that he would be willing to support continued maintenance of the fence, but if a resident wants to take down the fence and replace it, they have the right to do that.

Council Member Peterson asked if the fence can still be maintained or if it has exceeded its useful life. She would also like to understand the cost of replacing the fence before considering whether to completely cover the cost or participate in the cost of the fence with residents. She thinks it is clear that the City has told the residents that the City is responsible for the fence, and she feels that puts the City in a difficult position and she needs to consider that matter further. Council Member Bills agreed and asked how many homeowners have property that touches the fence; she noted it would be difficult to compel all residents to participate in replacement of the fence. Council Member Rodela agreed and stated that the City could communicate to residents that the City is willing to participate in cost sharing, but only if they participate in the project at this moment. Ms. Smith stated there are approximately 30 homes along the fence.

Council Member Smith stated this is a difficult situation and he agrees with the need to be fiscally conservative; however, he feels that a joint venture may be a solution to this issue. Anything that beautifies the City helps to make it a desirable place to raise families and that is a benefit to all residents. He would like to understand the expenses of the fence and what the City's options are, but he is willing to consider a joint venture.

Council Member Ball stated that in the beginning he felt the facts were black and white, but he agrees with Council Member Peterson's comments about the City possibly having an ethical responsibility to address the situation due to information that the City has provided to residents. He also agreed that beautification of the City benefits all residents, but he needs to understand the costs of the project and the level of participation that would be appropriate for the City.

Mike Martin stated that as he has observed this meeting, he has learned of many other expenses the Council has approved for projects like striping a road and sweeping streets; these projects will beautify the community and the same consideration should be given to the property owners that live along Alpine Highway. The condition of the fence is a reflection of the community and everyone that drives down the road gets an image of the City based upon how the fence looks. There has been a tremendous amount of confusion about ownership of the fence, and he asked the Council to consider how they would like to be treated if they lived along the road. He feels the City needs to adjust its priorities; there has been a great deal of focus on the trails, but not everyone uses the trails. He suggested additional discussion and negotiation between the City and the residents that live along this roadway.

Mr. Spencer asked for direction from the Council regarding the type of fencing they would like to install in order for staff to gather costs. The Mayor and Council discussed this question and determined they would prefer costs for precast concrete similar to other recent projects in the community. The Mayor suggested that residents reach out to the Council to provide additional input regarding this matter or invite them to their property to observe the condition of the fence. He advised that this will be a discussion point as the Council moves through creation of the budget for the next FY.

c. Trail Corridor & Chain Link Fencing for Municipal Facilities - Kellie Smith, Planner & GIS Analyst

Planner & GIS Analyst Smith reviewed Section 3-612 of the City's development code, which regulates chain link fencing for municipal facilities. She presented photographs of different City trails and facilities that currently having fencing around them; the potential amendment for which the staff is seeking feedback is whether to allow fences to deviate from current standards for the benefit of the public and public facilities.

Council Member Smith stated there are some instances in which he feels deviation is appropriate; for a 20-foot corridor, he feels that open fencing is preferred. However, in the wider trail corridors that are 30 or 40 feet, open fencing will be problematic, and he would like to allow a permanent fence in those areas. He asked if City staff has discussed this issue with the residents who will live in The Hollows to see how they feel about the fencing issue. Ms. Smith stated that the only open fences are located on the east side of the trail and the width of that corridor is greater than 30 feet; she added that the fencing regulation applies to any property adjacent to a trail, not just open space subdivisions. Mayor Ostler stated that some of the property owners could be given the opportunity to purchase property that is just five feet from the trail, and it is important to determine fencing standards for those cases. Ms. Smith stated that the current regulations would be imposed; properties within less than 20 feet from the trail should only erect open fencing. The Council engaged in discussion with Ms. Smith regarding safety issues that could arise for property owners along the trail corridor; they also heard input from Police Chief Gwilliam about the issue, who noted that he does not see any problems with allowing solid fencing, that are six feet tall, on trail corridors that are 30 feet wide. Council Members Smith, Rodela, and Peterson supported allowing solid fencing on 30-foot-wide corridors, but any corridor under 30 feet will still need open fencing. Ms. Smith stated this issue can be addressed in an upcoming zone text amendment pertaining to fencing. She summarized the remainder of the amendment relating to the use of chain link at public facilities, namely parks. The Council briefly discussed the durability and appearance of chain link, after which they concluded they are willing to consider the text amendment to allow chain link at public facilities. Council Member Smith stated his only concern about allowing chain link on City properties is that the fencing type has been outlawed for the rest of the residential properties in the City. Council Member Rodela stated she is fine giving the City an exception because most of the public facilities where the chain link will be located are outside of residential areas. Council Member Bills agreed.

d. Storm Drainage, Fence Height, and Parkway Detail - *Kellie Smith, Planner & GIS Analyst*

Planner & GIS Analyst stated City staff is working to update Parkway detail regulations, as well as regulating pertaining to storm drainage on City property and fencing heights; She briefly summarized the purpose of the amendments and noted that they will be considered by the Planning Commission in the coming weeks, after which they will be provided to the Council for consideration. There was a brief discussion about the manner in which fence heights will be measured on properties with a steeper grade, with Ms. Smith noting that developers have asked for a negative slope from the sidewalk to their fence, but staff is working to ensure proper drainage from a fenced area to the public right-of-way.

e. GRAMA and Retention Schedule - *Rob Patterson, City Attorney* (8:45 pm – 10 min)

City Attorney Patterson stated a little over a year ago, he and City Recorder Cottle presented a code amendment to the City Council regarding government records and retention schedules; the Council had some concerns about retention schedules, but was supportive of code amendments that would streamline records management in the City. Given that position, staff would like to adopt and adhere to the State of Utah retention schedule, but is looking for direction from the City Council regarding how they want to handle the issue. Council Member Smith suggested that City Administration bring a formal recommendation to the Council for consideration. Mayor Ostler asked Mr. Patterson for some examples of differences between the City's retention schedule and the State's

retention schedule. Mr. Patterson stated that the City's schedule has not been updated for years, so that is the main source of the problem. The State has adopted multiple retention schedules and there are three or four different schedules for similar records. Emails, for example, are identified in several different schedules and there are different rules depending upon the subject matter of purpose of the email. The same is true for contracts or payments associated with a contract. Staff's recommendation is to adopt a policy that would cause staff to default to the schedule with the longest retention period for similar document types. The Council and Mayor stated they would like Mr. Patterson and Ms. Cottle to develop a simplified retention schedule and present it to the Council for review and action. Mayor Ostler noted the most important thing is for the City to be in compliance with State Code relating to records management.

Council Member Scott L. Smith MOVED to extend the meeting to 10:12 pm.

Council Member Brittney P. Bills SECONDED the motion.

All voted in favor and the motion passed unanimously.

f. February Financial Report – Tyler Bahr, Finance Director

Finance Director Bahr provided the February Financial Report; as of February 28, eight months, or 66 percent, of the Fiscal Year (FY) has lapsed; tax revenue is at 72 percent of budgeted revenues, and this includes property taxes and sales taxes. Licenses and permits revenue are at 72.4 percent, which is slightly higher than projected. Intergovernmental revenue includes the City's American Rescue Plan Act (ARPA) distribution from July as well as the City's B&C and County Option sales tax revenue. He then discussed highlights relating to open space property sales revenues, road capital reimbursement, and impact fee activities.

Council Member Smith stated these reports are very helpful. He referenced a comment made by a resident earlier tonight about the use of property tax revenue and stated it would be good for the City to communicate to residents that it has not increased taxes in the past 15 years and the increases they are experiencing are a result of increased property values as well as tax increases approved by other taxing entities, such as the Alpine School District. Mr. Bahr stated that is correct. The City's certified tax rate has actually been adjusted downward to offset increases in property values. Mayor Ostler noted the City has chosen to implement fees to cover specific costs in the City, rather than increasing property taxes.

g. Alpine Food Storage Update – Kurt Ostler, Mayor

Mayor Ostler reported he received an email from Chirine Wadsworth indicating the new Alpine Food Storage facility passed inspection by the Fire Marshall on April 11. They are starting to move their inventory to their new location but are awaiting additional inspections from American Fork. They plan to open on May 15.

Council Member Smith thanked Ms. Smith for doing a great job addressing the Alpine Food Storage property. He noted that the Council has received complaints about other home-based businesses in the City and those issues will be forwarded to the City's Code Enforcement Officer.

h. Future Meetings

- April 24, Budget Work Session, 7:00 pm, City Hall
- May 2, City Council Work Session & Regular Meeting, 6:00 pm, City Hall
- May 10, Lone Peak Public Safety District Board Meeting, 7:30 am, City Hall
- May 16, City Council Work Session & Regular Meeting, 6:00 pm, City Hall
- May 23, 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.

At 10:12 pm Council Member Scott L. Smith MOVED that the City Council recess to convene in a closed session to discuss pending or reasonably imminent litigation, as provided by Utah Code Annotated §52-4-205.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

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

The motion passed 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 11:01 pm.

ADJOURNMENT

Council Member Sarah D. Petersen MOVED to adjourn the regular meeting and Council Member Timothy A. Ball SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 11:01 pm.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on April 18, 2023. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC
City Recorder



CITY COUNCIL AGENDA REPORT

ITEM #3

DATE: June 6, 2023
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: **ACTION/PUBLIC HEARING:** Phyllis Smith Annexation
TYPE: **LAND USE (LEGISLATIVE)**

PURPOSE:

The City Council will hold a public hearing to consider a request by Shaun Athey, representing Phyllis and Trent Smith, to annex approximately 1.13 acres of property located at 7015 W 9600 N. The City Council will take appropriate action.

STAFF RECOMMENDATION:

The decision to annex and under what circumstances are legislative decisions. Because the City Council has directed staff to allow for an exception to a typical Development Code requirement, the City Council must receive a recommendation from the Planning Commission before the City Council can approve or deny the annexation. The Planning Commission's recommendation is below.

The City Council has complete discretion in making these decisions. Staff recommends the City Council consider the staff analysis below and potential impacts from not requiring the City's standard regulations. After considering these issues and the Planning Commission's recommendation, Staff recommends the City Council **APPROVE** the request to annex with any stipulations and/or exceptions from City standard that the City Council decides to allow.

PRIOR COUNCIL DIRECTION:

On December 6, 2022, the City Council discussed the potential of waiving specific code requirements as part of a future annexation request. Two Councilmembers mentioned that they would like more time to consider the request and determine whether approval of it would create a problematic precedent for the City. Other Councilmembers shared that they were leaning toward waiving the public improvement requirements. The Council indicated that they were comfortable with the applicant proceeding with the annexation and communicated a willingness to formally consider Phyllis Smith's requested exception.

On March 21, 2023, the City Council approved the resolution of intent indicating the intent of Highland City to consider the proposed annexation, and as part of that only require 20' of road with all curb, gutter, sidewalk improvements, and all other requirements by code.

SUMMARY OF THE REQUEST:

- The applicant is requesting to annex approximately 1.13 acres of property located at 7015 W 9600 N.
- The request is that the property be zoned R-1-20.
- The applicant is also requesting that the City agree to allow the applicant to subdivide the property into two (2) lots and allow for the subdivision without the typical road improvements on the Highland City parcel east of the subject property. There is an existing 11'-wide asphalt drive that the applicant would like to keep in place. The applicant would bring the sewer, culinary, and pressurized irrigation water lines down the Highland City parcel for the future house on the second lot.

BACKGROUND/STAFF ANALYSIS:

Annexation Process

Utah Code Title 10 Chapter 2 Section 4 outlines the annexation process. Below is an explanation.

Notice of Intent

The Council adopts a resolution indicating intent to consider annexing the property. Accepting the petition for further consideration does not approve the annexation. Rather it allows the applicant and staff to complete the notification and review requirements outlined in State Code. After adoption of the resolution, Staff has 30 days to review the annexation and certify that the annexation follows State code requirements and is annexable. Once the annexation is certified, the City will send a notice to the County, City Council, and the sponsor of the petition of the certification.

The City Council adopted this resolution of intent on March 21, 2023. Staff certified the annexation application on April 20, 2023. All required notices for the annexation were also then sent out on April 20, 2023.

Action

After the petition is certified, and notice has been provided, the legislative body or affected entities have 30 days to protest the annexation. If an annexation is protested, the item is heard by the Boundary Commission. If no protest is filed, a public hearing is held and the City Council approves or denies the ordinance for the annexation. No protests have been filed regarding the annexation to this point. Staff did receive one correspondence from a resident expressing his support to require the applicant to do all typically required public improvements.

Notice of the public hearing to be held at City Council was completed as required in Utah Code on May 16, 2023. If any Council concerns regarding the request to waive any code requirements have yet to be resolved, the Council also has the option of continuing the item and negotiating with the applicant.

Because the City Council directed staff to move forward with an annexation agreement that gives an exception to a requirement in the Development Code, the annexation had to be reviewed by the Planning Commission prior to Council

approval. The Planning Commission reviewed the application on May 23, 2023.

Highland City Annexation Policy Expansion Plan

The subject property is included in the Highland City Annexation Policy Expansion Plan. The planned zoning for the southwest area is R-1-20. If the City Council allows the property to be annexed and zoned R-1-20, the subject property would have enough square footage to be subdivided into two (2) lots, however, by Development Code requirements, the property does not have enough road frontage for two (2) lots. The Highland City parcel to the east of the subject property would need to be included in the subdivision plat to be designated as public right-of-way to count as road frontage. These details are included in the proposed annexation agreement.

Public Improvement Requirements

Staff's recommendation is that all the Development Code and City engineering regulations be required with the annexation meaning no standard requirements are waived. This ensures that all those who develop in Highland are treated the same and helps to prevent future problems when homeowners are seeking standard city services and when the City is working to maintain those services. Per previous Council direction, the attached draft agreement requires all standard requirements except to allow 20' of asphalt instead of the full asphalt width.

The annexation agreement will detail all improvements that the Council decides to require or waive. The following would be required for the applicant to **annex** the property into Highland City (bolded numbers are the section references in the attached agreement):

Utilities (2.2.1)

If the property owner decides to connect the existing home to City utilities before subdividing, the property owner would be responsible for the extension and connection of such utilities. The owner would also be required to conform to the requirements of the Development Code, including dedicating secondary water shares to the City.

Impact Fees (2.2.2)

Prior to the effectiveness of the approval of the annexation, the applicant shall pay all applicable impact fees for the existing home on the property, as if such home were built or constructed within the City at the time of annexation.

Below is a summary of the public improvements that would typically be required for any **subdivision** in Highland City. These requirements are also outlined in the proposed annexation agreement.

Utilities (2.3)

In order to service the additional single family home to the south, the applicant will need to provide appropriate utilities to the lot through the City parcel, and pay all appropriate impact fees for both the existing home and the new lot.

Culinary (2.3.1)– Because the property was included in the original Highland Water Company service area, the property owner will not need to dedicate

any additional culinary water to the City. The property owner will be responsible for extending the culinary water line down the City parcel to service the new lot. Appropriate culinary water meter fees will be required with the building permit for the new home.

Pressurized Irrigation (2.3.2) – With the development of the subdivision, the property owner will be required to provide secondary water shares to the City as defined in Section 5-8-112 of the Development Code. The pressurized irrigation impact fee will also be required for the existing home. The property owner will be responsible for extending the secondary water line down the City parcel to service the new lot, and connect the existing lot to the City pressurized irrigation system. Appropriate pressurized irrigation impact fees will be required with the building permit for the new home.

Sewer (2.3.3)– The property owner will be responsible for extending the sewer line down the City parcel to service the new lot, and connect the existing home to the City sewer system. Appropriate City sewer and Timpanogos Special Service District (TSSD) impact fees will be required for both the existing home and the new lot to the south.

Storm Drain (2.3.4)– The road improvements will be required to follow standard storm drain criteria which will require sumps and possibly storm drain inlets. The number and locations of these improvements is determined based on the percolation rates of the ground, which are provided by the subdivider with the civil plan application.

Street Improvements

Both the Highland City Development Code and adopted engineering standards require the subdivider “to improve, or agree to improve all streets, pedestrian ways or easements in the subdivision and on streets which abut, or serve as access to, the subdivision.”

9600 N (2.4.1)– With the subdivision of the property, the property owner will be required to complete the street improvements along 9600 N. This will include sidewalk, parkstrip, curb, gutter, and completing the remaining asphalt in the 66’ street cross-section as required in the Highland City Standard Drawings and Design Criteria for Public Improvements. The appropriate right-of-way dedication for the 66’ street cross-section will also be required with the subdivision approval.

Staff is proposing the applicant be required to complete the 9600 N improvements in connection with the subdivision of the property *or* within four (4) years from the date of annexation, whichever occurs first. If the applicant does not subdivide nor complete the 9600 N improvements within that time, the City shall be entitled to withhold any land use approval related to the property until the 9600 improvements are completed (see Section **2.4.1** in the agreement for details).

Highland City Parcel – 12:054:0069

Public Improvements (2.4.2): To comply with City Code requirements, the subdivider would be required to complete half-street improvements plus 10' of asphalt (a total of 26' of asphalt) along the portion of the City parcel that the Smith's property abuts. Staff is also recommending that the City Council require the sidewalk to extend to the south edge of the Smith's property to align with a future cul-de-sac that would be completed when the property owner to the south develops.

The draft annexation agreement requires only 20' of asphalt rather than the typical 26' as directed by the City Council.

Dedication (2.4.3): With the recording of the potential subdivision of the property, Staff recommends that the Council require the City parcel to be included in the subdivision plat to be officially dedicated as City right-of-way. Staff also recommends that an additional 1.5 feet be dedicated to the City as right-of-way to meet the Engineering Standard of 56' of right-of-way for a local street. Because the location of the existing home is approximately 8' away from the existing City parcel, Staff proposes the Council only require the 1.5 additional feet south of the existing home. Another option would be based on the elevation of the south of the property, is to require the additional right-of-way that would be needed for the future cul-de-sac with this subdivision.

Lehi Irrigation Ditch (2.5) – On the northwest corner of the Smith's property there is a private Lehi Irrigation Ditch that is open. As part of the requirement to complete 9600 N, the Smiths will be required to work with Lehi Irrigation to pipe or fill the ditch, depending on Lehi Irrigation's determination of whether or not it may be abandoned.

PLANNING COMMISSION ACTION:

The Planning Commission voted 6:0 to recommend APPROVAL of the proposed annexation with the annexation agreement that requires all typical public improvements and fees, but allow 20' of asphalt instead of the full asphalt width. The Commission also stipulated that a concept plan be added as an exhibit to the annexation agreement.

FISCAL IMPACT:

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

MOTION TO APPROVE:

I move that the City Council APPROVE the proposed annexation and annexation agreement requiring all standard public improvements and fees, but allow for 20' of asphalt.

ALTERNATIVE MOTION:

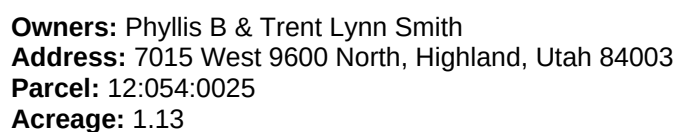
I move that the City Council APPROVE the proposed annexation and annexation agreement subject to the following: (The Council will need to draft appropriate stipulations and/or exceptions to the Code to include in the annexation agreement).

MOTION TO DENY:

I move that the City Council DENY the proposed annexation.

ATTACHMENTS:

1. Vicinity Map
2. Applicant Narrative
3. Resolution of Intent – adopted by the City Council on March 21, 2023
4. Draft Annexation Agreement



Annexation Information:

1. **In general, what are the topography, vegetation, and other natural feature present on the property proposed to be annexed?**
 - a. The proposed property to be annexed has the following site conditions/features. The site topography is considered flat with little to no elevation change. The north half of the site has been improved by residential landscaping. They have well developed Kentucky Bluegrass, small to large shrubs, pines, oak, and quaking aspen trees. The southern half of the property remains unimproved and vacant.
2. **What is the existing land use(s) of the property proposed for annexation and those requested by the owners.**
 - a. This parcel is currently a residential lot that is part of Utah County. The owner is requesting that it remains residential and be zoned R1-20 in Highland City, Utah.
3. **What is the current and potential (if the property were developed) population and residential density of the proposed area?**
 - a. The current population is one female adult. The proposed population for this property will be altered slightly by an additional lot. We anticipate that the annexed property's population will increase to two average sized families. The residential density of the proposed area is Low Density Housing in the R1-20 zone.
4. **How will the proposed annexation comply with and achieve Highland City's land use(s), goals and policies outlined in the Highland City General Plan?**
 - a. The proposed Phyllis Smith Annexation will remain a low-density residential property. This property sits adjacent to many properties on the north and east that retain the same future low-density land use as described in the Highland City General Plan.
5. **What are the current and potential (if the property were developed) demands for City provided facilities and services to the area proposed for annexation, including culinary, irrigation water, wastewater, transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection.**
 - a. With the annexation and development of this property service connections will need to be made to sewer, culinary, and irrigation water services for the existing house, and for the future house on the second lot. To the best of our understanding through conversations with city officials the addition of two additional residential lots should have no other significant impacts to current city provided facilities and services.

On December 6th, 2022, we went before city council to get their thoughts on the potential of being granted a waiver of the city standard of ½ street public improvements + 10' of asphalt with the addition of our 2 lots (See attached City Council Agenda #13a).

Due to the circumstances presented to the council, at this time, we would request that the city standard of ½ street public improvements + 10' of asphalt be waved. Allowing the current asphalt road and road width to remain. In turn Mrs. Smith offers to pay the costs to have the sewer and water main installed that will run south from 9600 North along the private roadway

to the lot line approximately 400 ft, along with all other associated connections, and site work. Allowing for future connection of the property to the south

- 6. Are the water rights necessary for annexation, found in Section 5-8-112 of the Highland City Development code available for dedication to Highland City upon annexation?**
 - a. Yes, this property does have water rights that are available for dedication to Highland City upon annexation.

RESOLUTION NO: R-2023-09**A RESOLUTION STATING HIGHLAND CITY'S ACCEPTANCE OF A
PETITION OF ANNEXATION FOR FURTHER CONSIDERATION,
AUTHORIZING FURTHER PROCEEDINGS RELATED THERETO,
AND RELATED MATTERS**

WHEREAS, Title 10, Chapter 2, Part 4, of the Utah Code, as amended (the "Act") establishes procedures to annex real property;

WHEREAS, Highland City has received a petition from SMITH, PHYLLIS AND TRENT ("Property Owners"), owners of property located contiguous to Highland City, which property is currently within the unincorporated area of Utah County, as shown in the attached map ("Property");

WHEREAS, the Property Owners desire to have their Property annexed into the corporate limits of Highland City as outlined in the attached map;

WHEREAS, the Highland City Council has determined that the Property is within the Highland City Annexation Policy Plan, is contiguous to the Highland City municipal boundaries, and is therefore eligible for annexation, and that the City Council should accept the Property Owners' petition for further consideration to determine whether and on what terms and conditions the Property should be annexed.

NOW THEREFORE, BE IT RESOLVED by the City Council of Highland City that:

1. Pursuant to Section 10-2-405 of the Act, the Highland City Council hereby accepts for further consideration the Property Owners' petition of annexation regarding the Property, located approximately at 7015 W 9600 N Highland, UT 84003, consisting of 1.13 acres of unincorporated territory in Utah County, State of Utah. Said parcel is more particularly described as set forth on Exhibit "A" attached hereto.
2. The Highland City Recorder is directed to review the petition for compliance with the Act, according to the provisions of the section 10-2-405 of the Act and other relevant sections as applicable.
3. The Highland City Recorder is further directed, if the Recorder certifies the petition as complying with the requirements of the Act, to publish notice of such certification, the process and timing for filing protests thereto, and other related information, as set forth in the Act.
4. The Highland City Recorder is further directed, if no protests are filed, to schedule and provide notice of a public hearing regarding the petition, as set forth in the Act.
5. The provisions of this Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of Highland City, Utah this 21st day of March, 2023.

HIGHLAND CITY, UTAH


Kurt Ostler
Mayor

ATTEST:

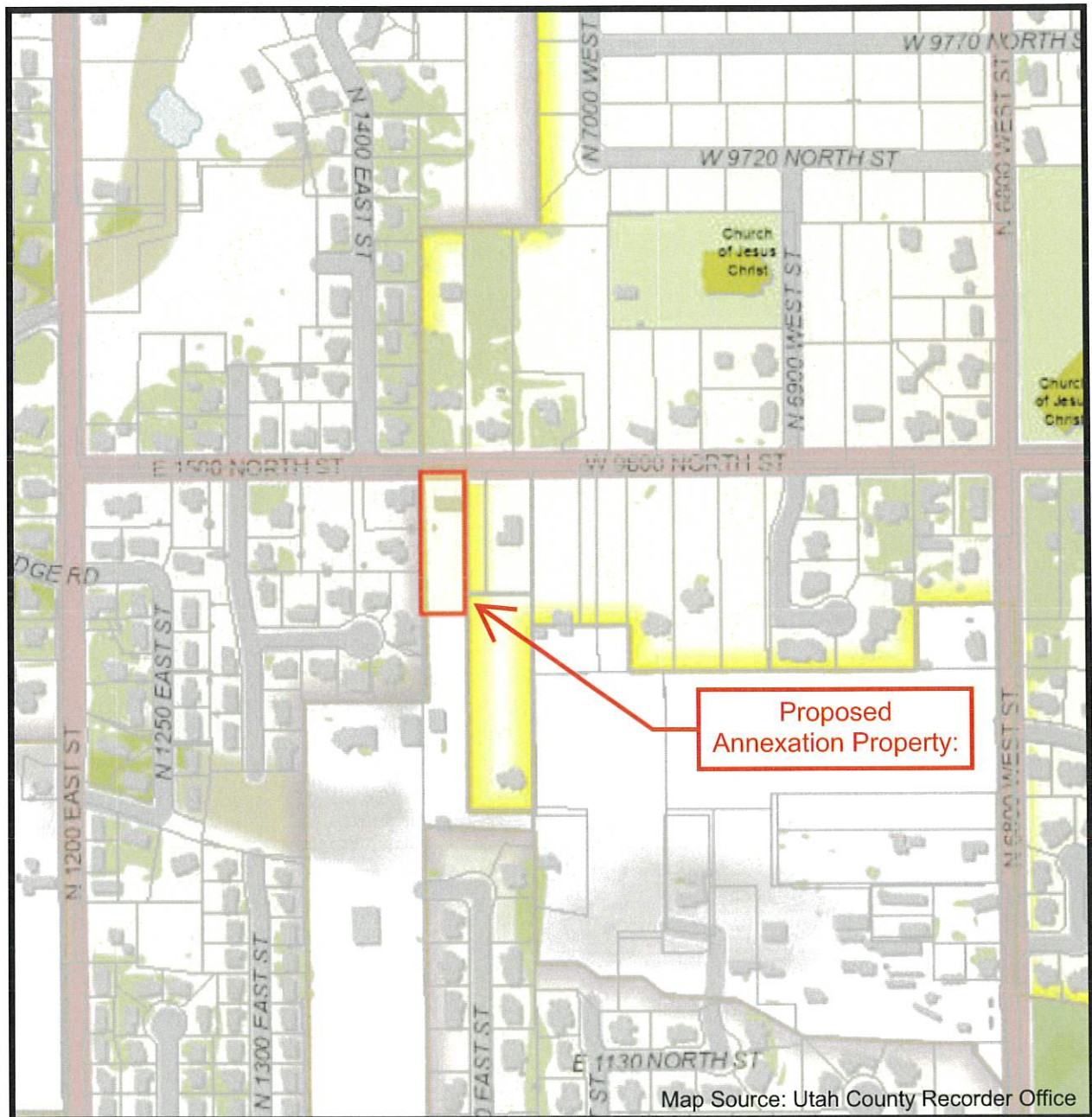

Stephannie Cottle
City Recorder



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

Absent

Vicinity Map of Proposed Annexation:



Phyllis Smith Annexation Property Information:

Owners: Phyllis B & Trent Lynn Smith
Address: 7015 West 9600 North, Highland, Utah 84003
Parcel: 12:054:0025
Acreage: 1.13

ANNEXATION AGREEMENT

The parties HIGHLAND CITY (“the City”), a Utah municipality and a political subdivision of the State of Utah, and LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011, a Utah limited liability company (the “Petitioner”), enter into this Annexation Agreement (this “Agreement”), effective as of the date it is executed by the parties following the approval of the City Council (the “Effective Date”).

RECITALS

A. Petitioner owns certain real property located within Utah County that is adjacent to the municipal boundaries of the City, described as Utah County parcel 12:054:0025 and more particularly described in **Exhibit A** attached hereto (the “Property”).

B. Petitioner has requested annexation of the Property, totaling approximately 1.13 acres, into the City (the “Annexation”), in order to access City utilities and facilities to facilitate the development or subdivision of the Property.

C. Adjacent to the Property is certain real property owned by Highland City (the “City Parcel”), described as Utah County Parcel 12:054:0069, more particularly described as: COM E ALONG SEC LN 1185.9 FT & S 16.5 FT FR NW COR, SEC 10, T5S,R1E, SLM; S 341 FT; W 54.5 FT; N 341 FT; E 54.5 FT TO BEG.

D. The approval and authorization of the Annexation is a legislative decision to be made by the appropriate city bodies and officials, to which approval Petitioner has no entitlement or vested right.

E. The City has adopted codes, ordinances, regulations, drawings, standards, specifications, policies, and resolutions (collectively, “City Code”) that govern the development of land, the construction of private and public infrastructure and buildings, and the connection to and use of City facilities and utilities.

F. Petitioner has requested certain waivers or modifications of City Code requirements that would normally apply to the development or subdivision of the Property, in connection with the Annexation.

G. The parties desire to enter into this Agreement to establish the terms and conditions by which the City approves of the Annexation of the Property and to determine the specific regulations and requirements of the City that will apply to the subdivision or development of the Property once it is annexed into the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. City Obligations. All obligations of the City are subject to the reserved legislative powers of the City described in Section 5 *below*.

1.1. Annexation Approval. The City shall, to the extent permitted by Utah law and without waiving its right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, grant Petitioner's annexation petition and annex the Property into the City, which approval is subject to and conditioned on Petitioner's execution of this Agreement and Petitioner's recordation of this Agreement against title to the Property.

1.2. Annexation Protest. If Annexation is protested and goes before the Utah County Boundary Commission, the City may, in its discretion, deny the Annexation or seek to obtain from the Boundary Commission approval for the Annexation. If the City decides to seek to obtain approval, the City shall coordinate its efforts with Petitioner.

1.3. Zoning. Upon successful Annexation, the Property shall be zoned R-1-20.

1.4. City Parcel Use. Petitioner shall be entitled to access, enter, and construct public street and utility improvements and related facilities upon the City Parcel, and the City agrees that City Parcel may be used by Petitioner to determine the frontage of new and additional lots within the Property, subject to and conditioned on the Petitioner's compliance with City Code regarding the any subdivision or development of the Property and Petitioner's obligations in this Agreement. Petitioner shall be entitled and required to include the City Parcel within any future subdivision plat for the Property, in order for the City Parcel to be dedicated and platted as a public right of way and public street.

2. Petitioner Obligations. Petitioner shall comply with the following obligations, as the same are described below and as depicted in the concept plan attached as **Exhibit B**, which Exhibit is incorporated herein by reference.

2.1. Recordation. Petitioner shall be required, as a condition of approval of the Annexation, to record this executed Agreement against title to the Property and to ensure that no other interests, mortgages, liens, or other encumbrances have priority or precedence over this Agreement.

2.2. Existing Home. There is an existing home on the Property (the "Existing Home"), which is, as of the Effective Date, not connected to any City utilities, namely the City's culinary water, pressurized irrigation, or sewer system (collectively, "City Utilities"). If the Annexation is approved, Petitioner shall have the following obligations regarding the Existing Home and Property:

2.2.1. Utilities. Petitioner may or shall be required to connect the Existing Home to City Utilities as set forth herein.

2.2.1.1. Petitioner shall bear all costs and be responsible for the extension and connection of any utility mains, lines, and other facilities required to connect the Existing Home to City Utilities, if such connection is required or requested. All work, mains, lines, connections, and other facilities shall conform to the requirements of City Code.

2.2.1.2. Petitioner may connect the Existing Home to the City Utilities without subdividing or developing the Property. If at any time Petitioner desires to connect the Existing Home to the City's culinary water system, Petitioner shall also be required to connect the Existing Home to the City's pressurized irrigation system. Petitioner may, however, connect the Existing Home to the City's pressurized irrigation system without connecting the Existing Home to the City's culinary water system.

2.2.1.3. Petitioner shall connect the Existing Home to the City pressurized irrigation and sewer utilities at the time Petitioner subdivides or develops the Property. Petitioner shall also connect the Existing Home to the City culinary water system at the time Petitioner subdivides or develops the Property, unless Petitioner demonstrates that Petitioner has an adequate and safe source of culinary water that can serve the Existing Home, which source has been approved by and complies with all relevant City, Utah County, and State of Utah regulations, laws, and requirements.

2.2.2. Impact Fees. Prior to the effectiveness of the approval of the Annexation, Petitioner shall pay all impact fees for the Existing Home, as if the Existing Home were being built at the time of Annexation. If Petitioner fails to do so, the approval of the Annexation shall be void.

2.3. City Utilities. Petitioner shall comply with the following obligations related to the use and connection of the Property to the City Utilities:

2.3.1. Culinary Water.

2.3.1.1. Petitioner shall not be required to dedicate water shares or rights to the City or to pay a fee in lieu of such dedication in order to connect the Existing Home or any new lot created within the Property to the City's culinary water system.

2.3.1.2. In the event Petitioner subdivides or develops the Property, Petitioner shall be required to extend a culinary water main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home (unless such connection is not required as set forth in Section 2.2.1.3 *above*) and the new lot created within the Property to the City's culinary water system. In all such work, Petitioner shall comply with City Code regarding culinary water facilities and connections.

2.3.2. Pressurized Irrigation.

2.3.2.1. Petitioner shall be required to provide secondary water shares to the City as required by City Code for the Property. Such shares shall be provided when the Existing Home connects to the pressurized irrigation system or when Petitioner subdivides or develops the Property, whichever

comes first. The amount of shares to be provided shall be based on the total acreage of the Property, regardless of any subdivision.

2.3.2.2. In the event Petitioner subdivides or develops the Property, Petitioner shall be required to extend a pressurized irrigation main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home and the new lot created within the Property to the City's pressurized irrigation system. In all such work, Petitioner shall comply with City Code regarding pressurized irrigation facilities and connections.

2.3.3. Sewer. Petitioner shall be required to extend a sewer main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home and the new lot created within the Property to the City's sewer system. In all such work, Petitioner shall comply with City Code and any regulation, code, or standard adopted by the Timpanogos Special Service District regarding sewer facilities and connections.

2.3.4. Stormwater/Storm Drainage. Petitioner shall provide stormwater facilities, such as storm drain inlets and sumps, in connection with all required street improvements and facilities, including those set forth in Section 2.4 *below*, as required by City Code.

2.4. Streets and Related Facilities. Petitioner shall comply with the following obligations related to the improvement, dedication, and construction of street and street facilities:

2.4.1. 9600 North.

2.4.1.1. Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the frontage of the Property adjacent to 9600 North (collectively, "9600 Improvements"): sidewalk, park strip, curb, gutter, and the remaining asphalt and road base required for 9600 North to comply with the City's 66-foot, two lane minor collector street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements and City Code. Petitioner shall also dedicate to the City the areas within the Property required for the 9600 Improvements.

2.4.1.2. Petitioner shall complete the 9600 Improvements in connection with the subdivision or development of the Property or within four (4) years from the Effective Date, whichever occurs first.

2.4.1.3. In the event that Petitioner fails to timely complete the 9600 Improvements, the City shall, in addition to any other remedy, be entitled to withhold any land use approval related to the Property until Petitioner completes the 9600 Improvements.

2.4.1.4. At any time, the City may elect to complete the 9600 Improvements. If the City does so elect, Petitioner shall be responsible to reimburse the City for the City's costs (including administrative, legal, engineering, labor, and material costs) related to the 9600 Improvements upon the City's issuance of a demand for reimbursement, which demand shall describe in reasonable detail the incurred costs. The City may also require such reimbursement in connection with any other fee or charge assessed against or levied upon Petitioner or the Property, and the City may also condition any future approval related to the Property or the Existing Home (including approval of utility connections, building permits, and other land use applications) on Petitioner's payment of such reimbursement costs.

2.4.2. City Parcel Improvements. Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements within the City Parcel and the portion of the Property dedicated to the City described in Section 2.4.3 *below*:

2.4.2.1. Petitioner shall provide half-street improvements, consisting of curb, sidewalk, gutter, road base, and asphalt, according to the City Code and the City's 56-foot standard subdivision street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements, provided that Petitioner shall only be required to provide 20 feet of asphalt in connection with such half-street improvements, rather than the typical 27 feet of asphalt otherwise required by City Code.

2.4.2.2. Petitioner shall extend the sidewalk beyond the City Parcel, within the Property, to the south property line of the Property, to align with a future cul-de-sac.

2.4.3. Petitioner Dedication. Petitioner shall dedicate to the City an approximately 1.5-foot wide area of the Property south of the existing home on the Property and adjacent to and fronting on the City Parcel, as a public right of way, such that the combined City Parcel and dedicated portion of the Property is able to contain the City's 56-foot standard subdivision street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements and City Code. This dedication and the City Parcel shall be included within any subdivision plat related to the Property in order to dedicate the same as a City-owned public right of way.

2.5. Lehi Irrigation Ditch. Petitioner shall work with the Lehi Irrigation Company to pipe or fill the Lehi Irrigation ditch located on the northwest corner of the Property. The decision of whether to pipe or fill the ditch shall be made by the Lehi Irrigation Company. Petitioner shall complete all work related to the Lehi Irrigation ditch in connection with the improvements to 9600 North, and Petitioner shall be subject to and shall comply with the conditions, timing, and reimbursement terms that apply to 9600 North described in Section 2.4.1 *above*.

2.6. Waiver of Rights. By consenting to the conditions of approval of the Annexation and by executing this Agreement, Petitioner waives and releases any right Petitioner may have had to challenge the reasonableness, lawfulness, or appropriateness of the City's requirements regarding the utility, street, and Lehi Irrigation Ditch improvements set forth herein, which right Petitioner may have otherwise had pursuant to Utah Code § 10-9a-703. This includes any claim that the construction of all such improvements and the dedication of any related property were unlawful or unreasonable exactions, pursuant to Utah Code § 10-9a-508, or any challenge to the assessment or payment of impact fees required by this Agreement, pursuant to Utah Code §§ 11-36A-701, -703. Petitioner further agrees that the City may withhold approvals of subdivision plats, building permits, certificate of occupancy, utility connections, and other permits, applications, or licenses, in order to enforce and compel compliance with this Agreement, despite any provision to the contrary under Utah Code §§ 10-9a-509, -603(3)(a), -604.5(3), -802(2).

3. Fees. Petitioner agrees to pay all applicable fees of the City, Timpanogos Special Service District, Lehi Irrigation Company, and any other applicable government entity, as such fees exist on the applicable date when payment is due, including but not limited to utility fees, hookup fees, impact fees, inspection fees, construction and excavation permit fees, and application fees.

4. Infrastructure Costs and Standards. Petitioner is required, at Petitioner's sole expense and effort, to construct all infrastructure, project improvements, and system improvements required by this Agreement and City Code and to construct the same in the size, scale, location, magnitude, and capacity required by this Agreement and applicable provisions of the City Code.

5. Reserved Legislative Powers.

5.1. This Agreement, or any part of this Agreement, will not limit the exercise of the police powers of the City to enact ordinances, standards, or rules regulating development, zoning, subdivision, growth management, transportation, annexation, municipal services, and other land use matters, or to determine the necessity and wisdom of the approval of any legislative matter related to this Agreement, including the Annexation and the zoning of the Property.

5.2. Both Parties understand that any legislative action by the City Council, including the approval of this Agreement and the approval of the Annexation, is subject to initiatives, referral, or challenge by individuals or groups of citizens. Petitioner agrees that the City may respond to, approve, or reject any initiative, referral, or challenge as the City deems appropriate in its discretion, guided by the standards in Utah law. Petitioner agrees that the City shall not be found to be in breach of this Agreement due to the City's response to, approval of, or rejection of any initiative, referral, or challenge or due to the success of an initiative, referendum, or challenge, so long as the initiative, referendum, or challenge relates to any legislative act contemplated or undertaken in connection with this Agreement. In the case of a successful initiative, referendum, or challenge, this Agreement and the approval of the Annexation shall be voided.

6. Compliance with City Requirements and Standards. Unless otherwise expressly provided in this Agreement, Petitioner acknowledges that nothing in this Agreement will be deemed to relieve

Petitioner from its obligations to comply with all applicable requirements, standards, specifications, drawings, regulations, policies, resolutions, and ordinances of the City for development of the Property and recordation of subdivision plats, including those related to the payment of unpaid fees, the approval of site plans or plats, the approval of building permits and construction permits, the construction and installation of public infrastructure, and the providing of completion and warranty assurances.

7. Covenants Running with the Land. The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the land subject to this Agreement. The burdens and benefits hereof will bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Each successor in interest will succeed only to those benefits and burdens of this Agreement, which pertain to the portion of the Property to which the successor holds title.

8. No Agency, Joint Ventures or Partnership. City and Petitioner are not agents of each other, and this Agreement creates no agency relationship, joint venture, or partnership between City and Petitioner.

9. Representations. The parties represent and warrant that the person signing this Agreement on behalf of each party is authorized to so sign and to bind the party to the obligations set forth herein, and that all steps and procedures required by a party to execute and enter into this Agreement have been completed.

10. Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

11. Default and Remedies. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party must, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within the 30-day period, the Party receiving such notice must, within the 30-day period, take reasonable steps to commence the cure or remedy of such default or breach, and must continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

11.1. Cure or remedy such default or breach, such as proceedings for injunctive relief, to compel specific performance by the Party in default or breach of its obligations, or declaring a material breach by the Party; and/or

11.2. In the case of a material uncured breach by Petitioner, the City may change the zoning designation for the Development, as determined by the City Council, or withhold any land use application approval, including the approval of any building permit, certificate of occupancy, or subdivision plat, until the breach is cured. If the remedy of a zone change is pursued, the Petitioner agrees not to contest the City's action to rezone.

12. Other Miscellaneous Terms.

12.1. Certain Meanings. The singular will include the plural; the masculine gender will include the feminine; “shall” and “will” and “must” are mandatory; “may” is permissive.

12.2. Severability. If any provision of this Agreement or application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

12.3. Construction. This Agreement has been reviewed and revised by legal counsel for Petitioner and the City, and no presumption or rule that ambiguities will be construed against the drafting Party will apply to the interpretation or enforcement of this Agreement.

12.4. Further Assurances, Documents, and Acts. Each of the parties agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.

12.5. Assignment. This Agreement, any portion of the Property, and any of the provisions, terms or conditions hereof cannot be assigned or transferred by Petitioner to any other party, individual or entity, without likewise assigning the obligations of the Petitioner under this Agreement to such Party. The rights of the City under this Agreement will not be assigned.

12.6. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

12.7. Attorney Fees. If any Party hereto is required to engage the services of counsel by reason of default of another party, including in connection with the default procedures set forth in Section 11 *above*, the non-defaulting party will be entitled to receive from the defaulting party the non-defaulting party’s costs and reasonable attorney’s fees, both before and after judgment, including any appeals thereof, and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration.

12.8. Mediation. In the event of a dispute concerning the terms or conditions of this Agreement or arising out of this Agreement the parties may but shall not first be required to seek resolution of the dispute via mediation.

12.9. Notices. Any notice, demand or document which any party is required to be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), addressed as follows:

To the City:

Highland City

Attn: Mayor and City Administrator
5400 W Civic Center Dr. Ste. 1
Highland, UT 84003

To the Petitioner:

[ADDRESS]

13. Term. The term of this Agreement shall be a period commencing on the Effective Date and expiring on December 31, 2070.

~~SIGNATURE PAGE TO FOLLOW~~

IN WITNESS WHEREOF, this Annexation Agreement has been by the person duly authorized to execute the same for and on behalf of LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011, and by persons duly authorized to execute the same for and on behalf of Highland City, acting by and through its City Council, as of the Effective Date.

HIGHLAND CITY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

PETITIONER

LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011

By: _____
Printed Name:
Title: **Trustee**

STATE OF UTAH)
 : ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Petitioner, the
signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

Exhibit A

Legal Description of the Property

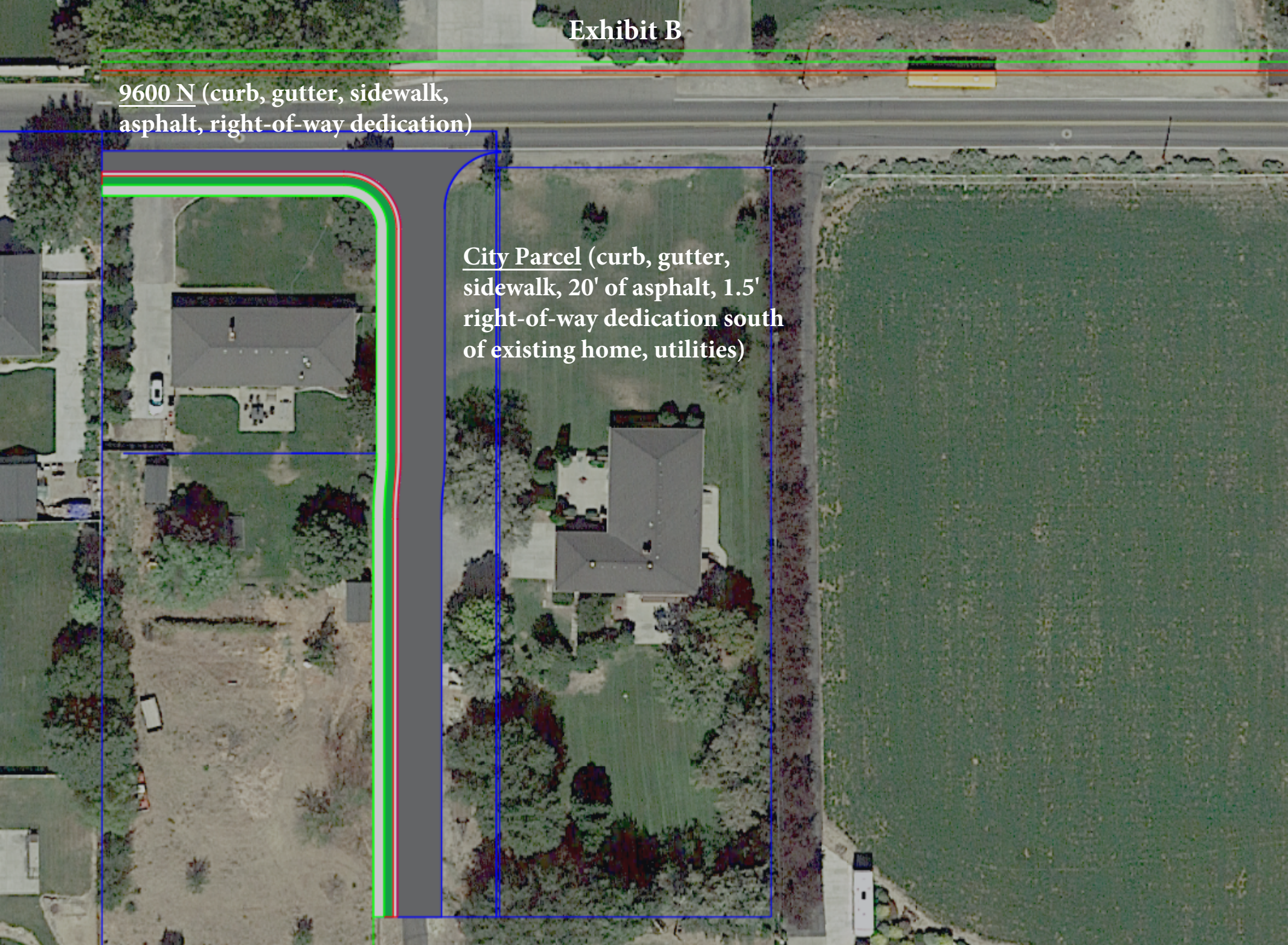
Commencing at a fence intersection East along the Section line 1006.40 feet and South 16.50 feet from the Northwest corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 125.00 feet along a fence line; thence South 392.04 feet; thence West 125.00 feet; thence North 392.04 feet to the point of beginning.

Area 1.125 AC

Exhibit B

9600 N (curb, gutter, sidewalk,
asphalt, right-of-way dedication)

City Parcel (curb, gutter,
sidewalk, 20' of asphalt, 1.5'
right-of-way dedication south
of existing home, utilities)





CITY COUNCIL AGENDA REPORT

ITEM #4

DATE: June 6, 2023
TO: Honorable Mayor and Members of the City Council
FROM: Kellie Smith, Planner & GIS Analyst
SUBJECT: PUBLIC HEARING/ORDINANCE: General Plan Amendment - Parkway Detail
TYPE: GENERAL PLAN UPDATE (LEGISLATIVE)

PURPOSE:

The City Council will hold a public hearing to consider a proposal by City Staff to amend the parkway detail of the Transportation Element in the General Plan to require that it be xeriscape, and also update parkway detail regulations relating to drainage, fence height, and setbacks. The City Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends the City Council hold a public hearing, discuss the proposed amendment, and APPROVE the proposed General Plan amendment updating parkway detail requirements.

PRIOR COUNCIL DIRECTION:

At the April 18th City Council meeting, a communication item was presented to the Council by staff regarding a storm drainage text amendment that would be brought to the City Council at a future meeting as well as an amendment to the Parkway Detail requirements in the General Plan and Engineering Standards. The Council did not express any concerns about the amendment. The Council also previously expressed support for moving away from grass to a xeriscape parkway detail so long as there was appropriate plant coverage and not just rocks.

BACKGROUND:

The Highland City General Plan was adopted in 2008 and included a Transportation Element, as required by Utah State Code. The Transportation Element includes a Highland City Parkway Detail Specification. The General Plan specifies that parkway detail is to be implemented on SR-92, SR-74, 11800 N, 10400 N, 4800 W, Highland Blvd, and Beacon Hill Blvd.

It has come to Staff's attention that the parkway detail does not specify the slopes at which the parkway detail should be graded, nor does it specify how fence height should be measured. Upon reviewing the detail for updates, staff came across several other details that staff recommends be changed based on updated practice and landscape maintenance.

SUMMARY OF THE REQUEST:

1. Xeriscape would now be required in the parkway detail. The landscaping would be required to meet the xeriscape standards outlined in the Development Code, which requires at least 25% of the landscape to contain plants, trees, and shrubs.
2. The proposed amendment removes the requirement of planter areas at all entrances to subdivisions. The intent of this requirement was to provide a variation of landscaping at the entrances to subdivisions when the rest of the parkway detail was required to be grass. Because the xeriscape is also required to have plant material, staff believes there is not a need for additional plant variation at subdivision entrances.
3. The amendment removes the requirement to have 2' tall berms within the widest portion of each bulb.
4. Fence height is to be measured from the elevation of the sidewalk (6' fence required).
5. A cross section is added to show that a 2% slope is required from the base of the fence to the curb and gutter.
6. The sight triangle regulations as defined in the Engineering Standards has been added.
7. The sprinkler system requirements have been updated to state that sprinkler drip systems and placement are to be reviewed and approved by Highland City Staff. The parkway detail to be updated with the Engineering Standards will include the details regarding the type of heads, the locations of the heads, and locations of valve boxes.
8. Additional fence regulations from Section 3-612 of the Development Code have been added to ensure that the fence height and setbacks meet the requirements in the Development Code.

STAFF REVIEW/FINDINGS:

The proposed amendment meets the following findings:

1. It is consistent with the current practices and desires of the Engineering and Public Works Departments.
2. It conforms to state law requirements regarding drainage.
3. The slope and fencing requirements are consistent with existing requirements in the Development Code.
4. The change to requiring xeriscape supports the City's efforts to be more water efficient and matches the requirement that all new park strips be xeriscape per the Council's earlier approval.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on May 23, 2023. No residents participated. The Commissioners discussed that this update would be for new development. There was also discussion regarding the sight triangle. The Commissioners voted 6:0 to recommend APPROVAL of the proposed general plan amendment.

FISCAL IMPACT:

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

MOTION TO APPROVE:

I move that the City Council APPROVE the proposed amendment to the Transportation Element of the General Plan to require that it be xeriscape, and also update parkway detail regulations relating to drainage, fence height, and setbacks.

ALTERNATIVE MOTION:

I move that the City Council APPROVE the proposed amendment to the Transportation Element of the General Plan with the following changes: (The Council will need to draft appropriate changes).

ATTACHMENTS:

1. Ordinance
2. Current Highland City Parkway Detail

**AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING THE
TRANSPORTATION ELEMENT IN THE HIGHLAND CITY GENERAL PLAN AS SHOWN
IN FILENAME (GP-23-02).**

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

WHEREAS, the Commission held public hearing on this Ordinance on May 23, 2023; and

WHEREAS, the City Council held a public hearing on this Ordinance on June 6, 2023.

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

SECTION 1. That the Highland City General Plan is hereby amended as shown on “Exhibit A”, attached and incorporated herein by reference.

SECTION 2. That the Mayor, the City Administrator, and the City Recorder 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 after posting.

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, June 6, 2023.

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	☐	☐

GENERAL NOTES:

1. THE PARKWAY IS DESIGNED AS A 29 FOOT WIDE STRIP WITH A 5 FOOT MEANDERING SIDEWALK, LANDSCAPING, AND FENCE.
2. THE LENGTH OF THE PARKWAY MUST BE XERISCAPE. THE PARKWAY PLANTING PLAN AND LAYOUT SHALL BE PROVIDED FOR REVIEW AS PART OF THE CITY PLAN APPROVAL PROCESS. DESIGN SHALL CONFORM TO CITY XERISCAPE STANDARDS FOUND IN THE LATEST DEVELOPMENT CODE. THE GROUND COVER IS REQUIRED TO BE 1-1/2" TO 2" SOUTHTOWN COBBLE WITH DEWITT PRO 5 WEED BARRIER FABRIC. THE TREES WILL BE SPACED AN AVERAGE OF 30 FEET APART AND NO CLOSER THAN 7.5 FEET FROM THE CURB OR THE FENCE.
3. ALL TREES WILL BE AT LEAST 2 INCH CALIPER BALL & BURLAP (B&B) AND BE PROPERLY STACKED. TREES WILL BE GUARANTEED BY THE DEVELOPER FOR 18 MONTHS AFTER PLANTING. TREE TYPES ARE TO BE APPROVED PER THE CITY TREE COMMITTEE LIST. ANY SUBSTITUTES MUST BE APPROVED BY HIGHLAND CITY.
4. THE BACK SIDE OF THE PARKWAY SHALL HAVE A 6 FOOT THEME WALL PER CITY DEVELOPMENT CODE. HEIGHT OF THE FENCE WILL BE MEASURED FROM THE SIDEWALK ELEVATION.
5. SIDEWALK SHOULD BE INSTALLED WITH GRADUAL CURVES IN A RANDOM, LESS STRUCTURED FORMAT.
6. THE PARKWAY SHALL BE GRADED AT A 2% SLOPE TOWARDS THE ROADWAY TO DIRECT ALL DRAINAGE TO THE ROAD/GUTTER.

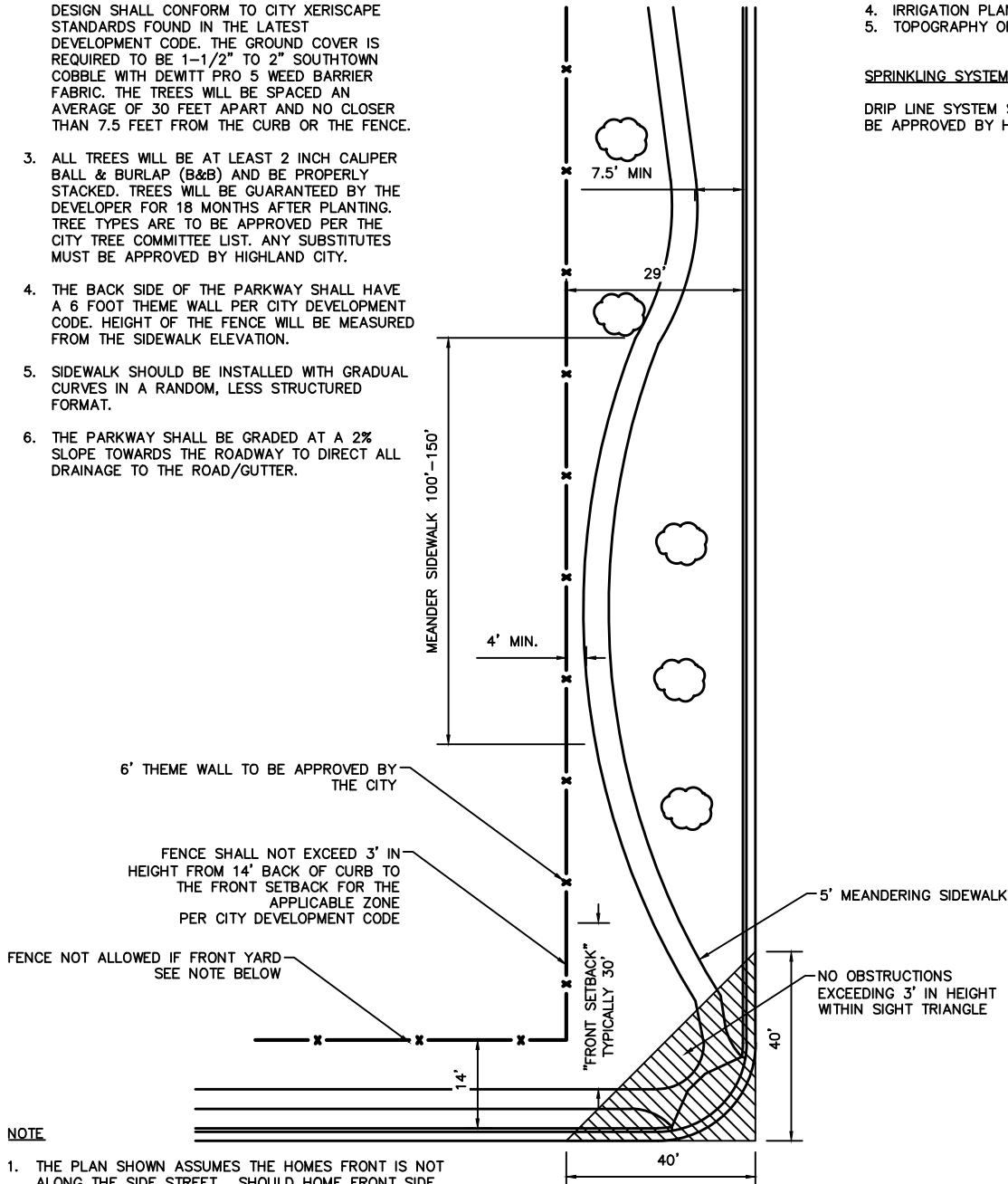
PARKWAY LANDSCAPING DETAIL PLAN

THIS PLAN WILL BE SUBMITTED BY THE DEVELOPER AT THE TIME OF PRELIMINARY SUBDIVISION APPROVAL AND WILL INCLUDE THE FOLLOWING:

1. THE PROPOSED LOCATION OF TREES WITH THE EXACT LOCATION TO BE APPROVED BY THE CITY INSPECTOR AT THE TIME OF PLANTING.
2. FENCE DESIGN INCLUDING MATERIALS.
3. SIDEWALK DESIGN.
4. IRRIGATION PLAN.
5. TOPOGRAPHY OF PARKWAY.

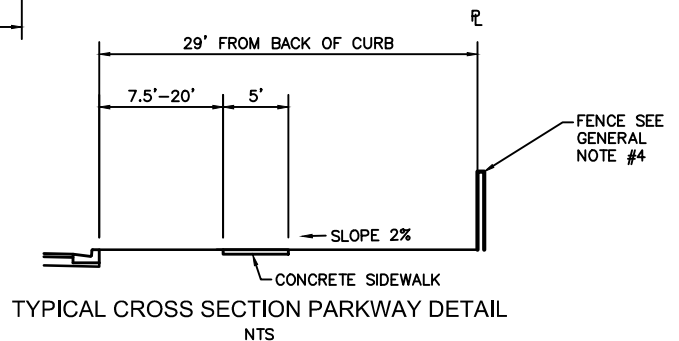
SPRINKLING SYSTEM

DRIP LINE SYSTEM SPECIFICATION AND LOCATIONS ARE TO BE APPROVED BY HIGHLAND CITY STAFF.



NOTE

1. THE PLAN SHOWN ASSUMES THE HOMES FRONT IS NOT ALONG THE SIDE STREET. SHOULD HOME FRONT SIDE STREET A FENCE IS NOT ALLOWED ON THE SIDE STREET PER CITY DEVELOPMENT CODE.



STATEMENT OF USE

THIS DOCUMENT AND ANY ILLUSTRATIONS HEREON ARE PROVIDED AS STANDARD CONSTRUCTION DETAILS WITHIN HIGHLAND CITY. DEVIATION FROM THIS DOCUMENT REQUIRES APPROVAL OF HIGHLAND CITY. HIGHLAND CITY CORP. CAN NOT BE HELD LIABLE FOR MISUSE OR CHANGES REGARDING THIS DOCUMENT.

FILE: HIGHLAND STD DRAWINGS

DRAWN BY: JMM

DESIGN BY: CRW

CHECKED BY: TMT

N:\City Logo\highland-logo.jpg

LAST UPDATED: 5/24/2023

HIGHLAND CITY
PUBLIC WORKS AND ENGINEERING

PARKWAY LANDSCAPE DETAIL

STD DWG #

ST-06

HIGHLAND CITY Parkway Detail Specification

The parkway detail is designed as a 30 foot wide strip with a 5 foot sidewalk, landscaping and fence.

The length of the parkway will be sodded or planted in grass. The trees will be spaced on average of 30 feet apart and no closer than 7.5 feet from the curb or the fence. Each tree must have a 24" cement mow ring for maintenance.

All trees will be at least 2 inch caliper and be properly staked. Trees will be guaranteed by the developer for two years after planting. Tree types are to be approved by the city forester.

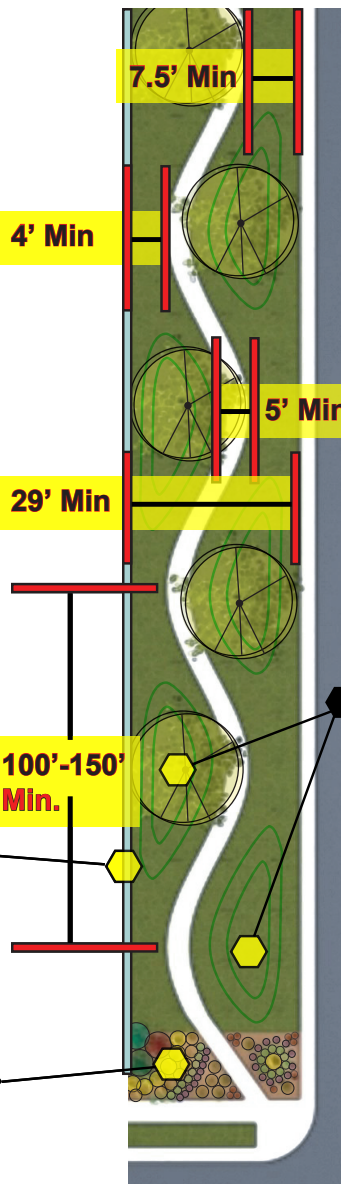
The back side of the parkway

An encroachment permit is required from the Region 3 UDOT office before landscaping work can begin if adjacent to a state road.

6' decorative privacy fence to be approved by the city. Fence shall not exceed 3' in height from 14' to 30' setback on local street.

The entrance ways to the subdivision will be bordered by a 20'x15' planter area with shrubs, flowers, rocks and ground cover. The landscaping shall conform to the clear sight requirements with the vegetation in the clear sight area not exceeding 3 feet in height.

6' decorative privacy fence to be approved by the city. Fence shall not exceed 3' in height from 14' to 30' setback on local street.



PARKWAY LANDSCAPING DETAIL PLAN

This plan will be submitted by the developer with the construction drawings following Council approval and include the following information:

1. The location of the trees
2. Fence design and material
3. Sidewalk design
4. Irrigation design
5. Topography of parkway
6. Planter area design

SPRINKLING SYSTEM

The parkway detail shall be watered with a HUNTER I-20 POP-UP HEAD spaced at 20 foot intervals. Each head will cover a 30 foot arc. All valve boxes shall be installed on the back side of the sidewalk.

GENERAL LANDSCAPE DESIGN

All grass areas shall be SODDED or HYDRO-SEEDED. If hydro-seeding the grass will be seeded first and after the seed is established. Trees will be planted after the grass has been established.

All grassed areas shall be bermed to 2 feet high within the widest portion of each bulb

PLANTER AREAS

Decorative Planters are planned at all Entrances to the Subdivision.

The basic size of the Planters will be approximately 20ft x 15ft and each will be decorated with a variety of trees, shrubs, rocks and ground cover. Vegetation may not infringe on required clear area.

Ground Cover within the Planter will be the Shredded Bark approximately 2 inches in depth.

Planters must have a cement mow edge for maintenance.

The suggested design of the Planter is indicated in the outline specified ABOVE.

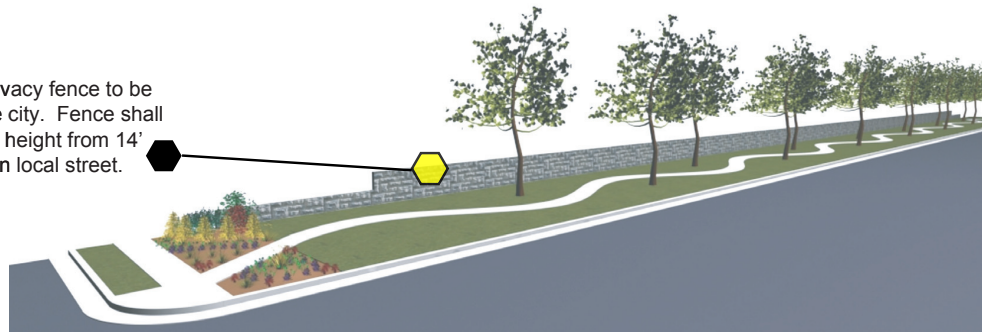


Figure 3-17. Parkway Detail Specifications



CITY COUNCIL AGENDA REPORT ITEM #5

DATE: June 6, 2023
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney
SUBJECT: **ACTION/RESOLUTION:** Interlocal Cooperation Agreement with UTOPIA
TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider an Interlocal Cooperation Agreement with UTOPIA for the installation of fiber optic cable and other associated facilities within Highland City streets and other rights-of-way. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends approval of the Interlocal Cooperation Agreement with UTOPIA for the installation of their facilities within Highland City rights-of-way.

PRIOR COUNCIL DIRECTION:

The Council tabled this item in the Dec. 6, 2022 meeting.

Drawing from the comments provided by the Council in the consideration of this item on December 6, 2022, UTOPIA has now included paragraphs 18 and 19. Paragraph 18 provides consideration for a potential future agreement with UTOPIA for the entire city and ensures that services provided to Ridgeview development will be included in the required “take rate” calculation. Paragraph 19 addresses a condition in which the City opts to install a separate City fiber optic system. The City is provided one (1) year to make a decision regarding the purchase. A mutually agreeable value of the facilities in place at the time of the City decision would be determined.

The Council also considered this item during the January 17, 2023, meeting. The item and all other similar franchise agreements were tabled, in order to more thoroughly investigate the City's options regarding the City's potential partnership with a telecomm provider to provide a city-wide fiber network. After further consideration, the Council directed that the pending franchise agreements be brought back for Council review.

BACKGROUND:

Utah Telecommunication Open Infrastructure Agency (UTOPIA) has approached the City regarding the installation of fiber utilities to serve the Ridgeview development. Ridgeview has installed conduits in anticipation of UTOPIA installing facilities to serve the Highland City residents in Ridgeview. The City typically signs utility franchise agreements with similar communication providers to allow them to place their facilities within the rights-

of-way and provide services to Highland residents and businesses. As UTOPIA is a government agency, the agreement is in the form of an Interlocal Cooperation Agreement. The approval of the agreement is necessary UTOPIA to place the utility within public right-of-way. Without this agreement in place, UTOPIA will not be able to serve Ridgeview.

Prior meetings have been held with City Council to discuss a potential agreement with UTOPIA to serve the entirety of Highland City. Should the Council so desire, this agreement certainly will help to further those discussions; however, this agreement is not intended for that process or purpose. However, provisions have been made in the updated agreement to facilitate a future agreement. The current agreement does not bind Highland City to any type of financial guarantee, nor does it bind UTOPIA to any type of guaranteed service. This agreement is intended solely to facilitate the placement of the facilities within the City rights-of-way. While the need for the agreement is being prompted by the Ridgeview development, the agreement does apply to all streets and rights-of-way within the City.

FISCAL IMPACT:

No fiscal impact will be incurred by the City by this agreement.

MOTION TO APPROVE:

I move that City Council approve the Resolution for the Interlocal Cooperation Agreement with UTOPIA for the installation of their facilities within Highland City rights-of-way and authorize the Mayor to sign the resolution and agreement.

ATTACHMENTS:

1. Resolution
2. Interlocal Cooperation Agreement (Updated from Dec. 6, 2022 meeting copy)

RESOLUTION NO. R-2023- ** __

**A RESOLUTION OF HIGHLAND CITY, UTAH
APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH
TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY (UTOPIA) AND
HIGHLAND CITY**

WHEREAS, the Highland City Council acknowledges that Highland City owns certain public rights-of-way used for streets and utility corridors, and;

WHEREAS, Utah Telecommunication Open Infrastructure Agency (UTOPIA) desires to place its facilities within these rights-of-way, and;

WHEREAS, Highland City and UTOPIA have mutually agreed to the conditions under which UTOPIA facilities may be placed within Highland City rights-of-way and have determined the agreed upon conditions to be in the best interest of the citizenry;

NOW, THEREFORE be it resolved the City Council has reviewed and hereby approves the Interlocal Cooperation Agreement which sets forth the terms and agreements between the parties.

This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of Highland City, Utah, this 6th day of June, 2023.

HIGHLAND CITY, UTAH

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

Kurt Ostler, Mayor

ATTEST:

Stephannie Cottle, City Recorder

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIGHLAND CITY AND UTOPIA**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between Highland City, a municipality and political subdivision of the State of Utah, hereinafter called “City,” and Utah Telecommunication Open Infrastructure Agency, an interlocal entity of the State of Utah created pursuant to the Interlocal Cooperation Act, Utah Code Section 11-13-101 et seq., hereinafter called “UTOPIA.” City and UTOPIA are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, UTOPIA desires to obtain from City, a license to lay, maintain, operate, repair, inspect, protect, install, remove, and replace fiber optic cable, and other transmission and distribution structures and facilities (the “Facilities”), within the public highways, streets, roads, and rights-of-way which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for UTOPIA, its officers, employees, agents, and contractors to enter upon said public rights-of-way with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities; and

WHEREAS, the City is considering the installation of a city-wide fiber optic cable system—including the possibility of creating its own system, or partnering with UTOPIA/UIA to install a system (the partnering entity shall be Utah Infrastructure Agency, an interlocal entity of the State of Utah created pursuant to the Interlocal Cooperation Act, Utah Code Section 11-13-101 et seq., hereinafter referred to as “UIA”) or otherwise; and

WHEREAS, the Parties recognize that the installation of two separate city-wide systems of fiber optics cable Facilities is not economically feasible, therefore for one (1) year from the effective date of this Agreement, UTOPIA/UIA grants an option to the City to purchase from UTOPIA/UIA those portions of the UTOPIA Facilities that are at the time of the Option Exercise currently installed and specifically designated by UTOPIA from its currently installed Facilities (hereinafter the “Partial Facilities Purchase Option”). The purchase price of the Partial Facilities Purchase shall be the then-reasonable market price of that portion of the UTOPIA Facilities so designated following City’s Notice to Purchase; and

WHEREAS, City is willing to grant said license under the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties are authorized to enter into an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, Utah Code Section 11-13-101 et seq. and wish to enter into an Interlocal Cooperation Agreement reflecting the arrangement described above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of License. The City hereby grants, conveys and sets over unto UTOPIA, a non-exclusive license to lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities over and through the public highways, streets, roads, and public rights-of-way dedicated or used for vehicular traffic (collectively, the “Streets”), which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for UTOPIA, its officers, employees, agents, contractors and assigns to enter upon said Streets with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. This non-exclusive license will expire upon termination of this agreement (the “Agreement.”)

2. Term. The Parties agree that either Party may terminate this Agreement for cause upon 90 days prior written notice, or at any other time mutually agreed to by the Parties. Unless terminated pursuant to the provisions of this paragraph, the initial term of this Agreement will expire fifteen years from its effective date, and will automatically renew for an additional one year term on each Anniversary, unless either Party elects to not renew the Agreement by way of written notice provided to the other Party at least 90 days in advance of an Anniversary. In no event will this Agreement run for more than fifty years.

3. Construction and Location. UTOPIA may install Facilities at those locations within the Streets as shall be determined in accordance with plans, specifications and maps prepared, or caused to be prepared, by UTOPIA. Prior to performing any work in the Streets for initial Facilities installation or otherwise, UTOPIA shall apply for a right-of-way encroachment/excavation permit, or other applicable City permit. City shall review and may improve the submitted plan prior to permit issuance. City shall not be compelled to approve any permit that does not comply with City standards, current, or future plans for a given Street. Upon compliance with this Agreement and all applicable permit requirements, including but not limited to a traffic management plan, surface and landscaping restoration plan, and work schedule, City shall issue a permit to UTOPIA’s contractor, allowing said contractor to proceed with the work in accordance with the terms of this Agreement and the permit. As-built drawings shall be submitted to the City within thirty days of the completion of construction. All applicable regulations and permits of City shall be fully complied with by UTOPIA and its contractor(s).

4. Protection of Traffic During Construction. UTOPIA shall require its contractor to conduct its construction operation so that there shall be a minimum of interference or interruption to City with respect to the handling of traffic. UTOPIA’s contractor shall at all times require such watchmen, barricades, lights or other reasonable measures for the protection of traffic as may be reasonably required to warn and safeguard the public against injury or damage during construction, maintenance, repair or replacement of the Facilities and shall hold City harmless from any and all liabilities arising from UTOPIA’s negligence or intentional wrongdoing during any construction commenced under the terms of this easement.

5. Dangerous Conditions. UTOPIA shall in all instances comply with Highland City regulations and standards regarding safety of persons and property, including traffic sight triangle regulations and standards. If a Facility is found to violate the sight triangle provisions or endangers or poses a significant risk of endangering the public right of way, a utility facility, or City-owned property, UTOPIA shall relocate or otherwise remediate the Facility to correct the

violation or danger at no cost to Highland City within 30 days, or within such longer period as is reasonably necessary due to weather conditions and other circumstances, after Highland City gives UTOPIA notice. In the event that UTOPIA fails or refuses to relocate or remediate the Facility, or if emergency conditions exist which require immediate action, Highland City may enter upon the property and take such actions as are necessary to protect the public, streets, utilities, and public property, and UTOPIA shall be liable to Highland City for the reasonable costs thereof.

6. Underground installations. UTOPIA shall install Facilities underground in all instances where an existing overhead powerline is not present, or where agreements with the appropriate utility entity are not in place to allow for placement on overhead powerline structures.

7. Compaction of Backfill. The backfilling of any trench within the paved portion of the street, the shoulders thereof, within park strips, under sidewalk or curb and gutter, or the portion under or intersecting the street, shall be thoroughly compacted in accordance with all applicable standards and regulations, including City's construction standards. The method of compaction shall be subject to review by City at the time the permit application is reviewed. UTOPIA shall require its contractors to comply with City's construction standards and permit requirements. UTOPIA contractors shall submit proof of compliance with compaction standards in the form of independent testing for compliance verification.

8. Restoration of Existing Pavement. UTOPIA shall require its contractor to replace any hard surface removed or damaged with the same type and depth of hard surface as that which is adjoining, including the gravel base material. All disturbed surfaces shall be restored to the standards established by City. In the event weather conditions do not permit immediate replacement of permanent hard surface, a temporary surface shall be placed until such time as weather conditions are favorable, at which time the temporary surface shall be removed and replaced with a permanent road surface. If the gravel surface, gravel shoulder, or gravel surface approach to City roads become fouled with clay or other unsuitable material, such surfacing shall be removed and replaced with new gravel surfacing material. The repairs to hard surface shall include hard surfaces which are damaged by construction equipment used in accessing, constructing, maintaining, or repairing the Facilities, excluding normal wear and tear on the Streets due to normal and reasonable transportation of equipment. In all cases UTOPIA hereby agrees to cause its contractor to restore those portions of the street, including affected portions of the curb, gutter, or sidewalk, through which the work actually traverses, to as near its original condition as is reasonably possible.

9. Directional Boring Investigations. UTOPIA shall require its contractors to backfill directional boring investigations with existing asphalt via cored pavement sections that are adhered to surface. Contractors shall backfill all investigative holes with sand and flowable fill in accordance with Highland City standards and applicable utility company standards.

10. Disposal of Surface Material in Cleaning Up Street. Upon completion of the work, UTOPIA shall assure that all surplus material shall be removed from within the limits of the Streets and properly disposed of by the contractor. The disturbed surface shall be carefully graded to the lines and grades established. UTOPIA shall immediately notify the City in the event that any highway facility such as signs and culverts are disturbed or damaged during the

process of the work and shall promptly restore or replace the same to as near their original condition as is reasonably possible. No material shall be left on private property adjacent to the Streets. Streets shall not be left with visible concrete or asphalt residue.

11. Maintenance of Facilities by UTOPIA. The Facilities and their attached appurtenances shall at all times be maintained, repaired and operated by and at the expense of UTOPIA.

12. Reconstruction of Street. In the event that any Street, or portion thereof is so reconstructed at any future date as to location, grade or width, so as to require the adjustments or relocation of manholes or other Facilities, UTOPIA shall assume and pay all costs incident to the adjustment or relocation of such manholes or other Facilities in accordance with paragraph 14. Where Highland City rights-of-way are not sufficient or do not permit relocation within the right-of-way, UTOPIA shall acquire easement from private properties as necessary to facilitate relocation. This easement shall be acquired entirely at the sole cost of UTOPIA.

13. Crossing of Facilities and Expansion of Street System. It is expressly understood and agreed by the Parties that as part of the consideration for this Agreement, that City shall have the right to cross the Facilities at any point deemed necessary in the future construction and expansion of City's street system, provided that City shall use due care and diligence in the protection of the Facilities in making such crossings. City shall provide a minimum 96 hour notice of anticipated work unless an emergency necessitates immediate work take place. UTOPIA will mark and identify its Facilities in or adjacent to the zone of the City's work within 2 days prior to City work.

14. Indemnification. Both parties are governmental entities under the Utah Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own negligent acts which it commits or which are committed by its agents, officials, or employees. UTOPIA agrees to defend and indemnify City against any and all claims of third-parties against City, which arise from UTOPIA's exercise of any of its rights under this Agreement, except in the case of City's sole negligence. Neither party waives any defenses otherwise available under the Governmental Immunity Act. This Agreement shall in no manner constitute an admission of any liability as to any third party or give any third party any greater or further right or cause of action. It is hereby expressly understood and agreed that neither City nor UTOPIA is hereby acknowledging any liability for any act of negligence, whether of omission or commission, of their respective agents, servants, contractors or employees. UTOPIA shall procure and maintain in force at its sole expense during the term of this Agreement property damage and public liability insurance providing liability coverage for UTOPIA's actions in relation to this interlocal agreement and shall provide certificates of insurance to City upon request, which certificates shall name the City as an additional insured. Such insurance shall provide for such coverages, protections, insurable amounts, etc., as deemed advisable by the Parties and available through Utah Local Governments Trust, or any other insurance provider utilized by City or UTOPIA, and which would be standard and reasonable for the uses contemplated hereunder.

15. Agreement Not to be Assigned. Neither party shall assign this Agreement nor any interest hereunder without first obtaining the written consent of the other party.

16. Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto, and their respective successors in interest and assigns.

17. Subject To Relocation. This license is subject to the right of City at all times as City deems necessary to construct, reconstruct, remove, and realign roads, sidewalks or to carry out any other City purpose over the areas covered by this license, and when UTOPIA's Facilities and appurtenances or any of them materially interfere with any City purpose, UTOPIA will remove, adjust and/or relocate such Facilities and appurtenances within a reasonable time after written notice to do so by City and at the expense of UTOPIA.

18. Subject To City/Utah Infrastructure Partnership. If City decides to partner with UIA to build a city-wide fiber network, UIA will count all the customers/revenues located within the City that exist or are pending connection at time of execution of such partnership agreement towards the revenue pledge required in UIA's standard partnership agreement. UIA shall not increase or adjust the "take rate" or other calculation of such revenue pledge in such a way as to offset the counting of those customers/revenues described herein. UIA shall not include any costs incurred in or arising out of UTOPIA's installation of the Facilities pursuant to this Agreement in its calculation of costs related to the revenue pledge required in UIA's standard partnership agreement.

19. City Option To Purchase. The City is considering and may in the future build and own its own city-wide fiber optic cable system. Therefore, for one (1) year from the effective date of this Agreement, UTOPIA/UIA grants an option to the City to purchase from UTOPIA those portions of the UTOPIA Facilities that are at the time of the Option Exercise then-installed and specifically designated by UTOPIA from its then-installed Facilities (hereinafter the "Partial Facilities") which "Partial Facilities" shall include all of UTOPIA's then-installed Facilities within the City excepting those portions of the UTOPIA Facilities (i.e. conduit, huts, fiber, etc.) that UTOPIA deems in its sole discretion are needed for connections and service entirely outside of the City or are needed for service to public entities. Within a reasonable time after City's Option Exercise, UTOPIA shall identify all such Facilities that are not included with the Partial Facilities and describe the connections, entities, or facilities being served by such excluded Facilities. The purchase price of the Partial Facilities Purchase shall be the then-reasonable market value of the Partial Facilities as mutually-agreeable between the Parties. If the Parties are unable to reach a mutually agreement to the then-reasonable market values, the value shall be determined pursuant to an alternative method as agreed to between the Parties.

20. Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, return receipt requested postage prepaid, to the parties as follows:

To UTOPIA: Attn: General Counsel
5858 South 900 East
Murray, UT 84121

Copy to: Attn: Secretary
5858 South 900 East
Murray, UT 84121

To City: Attn: Mayor or City Administrator
5400 W Civic Center Dr. Suite 1
Highland, UT 84003

The City and UTOPIA may change their addresses by providing written notice, as required under this provision.

21. Contract Integration. This Agreement embodies the entire agreement between the Parties and shall not be altered, enlarged or modified except in writing signed by both Parties. The benefits and protection provided by this Agreement shall not inure to the benefit of third-parties.

22. Governing Law. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

23. Venue. Venue for any dispute related to this Agreement shall lie exclusively in the Third Judicial District, Salt Lake County, State of Utah.

24. No Separate Legal Entity Created; Interpretative Joint Board. No separate legal entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the City Mayor and the UTOPIA Executive Director, or their designees, shall constitute a Joint Board for such purpose. Each of the Parties shall bear its own costs associated with the Joint Board.

25. Manner of Acquiring, Holding and Disposing of Property. No real property will be acquired pursuant to the terms of this Agreement.

26. Facilities Upon Termination. Prior to the expiration of the term of this Agreement, including any renewed and extended terms, the Parties shall negotiate the potential acquisition by Highland City of the facilities or the extension of the license granted to UTOPIA regarding the installation, construction, and maintenance of the Facilities within the Streets. If the Parties do not reach agreement, or in the event of the termination of this Agreement for any other reason, UTOPIA shall elect, within thirty (30) days after termination, either to remove all of its Facilities from the Streets or to abandon the Facilities in place. If UTOPIA elects to remove its Facilities, it shall have one (1) year after termination of this Agreement to complete such removal and to remediate all property damaged or affected by UTOPIA in connection with such removal according to the requirements set forth herein. If UTOPIA elects to abandon the Facilities in place, or if UTOPIA fails to remove all Facilities within one (1) year, all Facilities that are not removed shall automatically and without compensation become the property of Highland City.

27. Review by Legal Counsel. Each of the Parties hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.

28. Filing of Interlocal Agreement. Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the Parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective, duly authorized representatives as of the day and year first hereinabove written.

Highland City

UTOPIA

By: _____
Kurt Ostler, Mayor

By: _____
Roger Timmerman, Executive Director

ATTEST:

ATTEST:

Stephannie Cottle, City Recorder

Christa Evans, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Rob Patterson, City Attorney

Jeff Starkey, General Counsel



CITY COUNCIL AGENDA REPORT

ITEM #6

DATE: June 6, 2023
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: **ACTION:** Safe Routes To School Grant - Highland Elementary
TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The Council will consider approving a federal-aid agreement for sidewalk improvements associated with City-owned streets in the vicinity of Highland Elementary. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends approving the agreement with UDOT to obtain grant funds for sidewalks in the vicinity of Highland Elementary.

PRIOR COUNCIL DIRECTION:

The Council has previously been made aware of this grant award. The grant funds are not available until the federal fiscal year 2024, which is why the project funding agreements have not come forward until this time. Council feedback to date has been in support of the project.

BACKGROUND:

In 2021, the City applied for a Safe Routes to School grant for the area surrounding Highland Elementary. The original project was budgeted at a total cost of \$199,988 with the City obtaining all necessary rights-of-way and paying \$19,990.80 toward the project. UDOT awarded the project but limited the use for the grant funds to sidewalks and related items only. They did not fund roadway items such as curbs, asphalt extension, etc. The grant was awarded in the amount of \$130,000. Since that time, inflation has been substantial. In recognition of the lesser award by UDOT and the inflation, the FY2024 tentative City budget includes \$100,000 as matching funds toward this grant. This provides a total funding of \$230,000 for the project. Additionally, staff have spoken with UDOT regarding the significant inflation that has occurred. UDOT has agreed that if the City and project funding is insufficient, the scope can be reduced to remain in budget.

The grant does require the City to include non-discrimination verbiage in our project bid solicitations. This requirement is not a concern because City policy also prohibits discriminatory practices. Additionally, there is one parcel that still runs to the center of the street on 6000 West. The City will need to acquire the project right-of-way prior to the

commencement of the project. This acquisition is not part of the grant funding, but will come from the City's \$100,000 share.

FISCAL IMPACT:

The cost of this project is \$230,000, with \$130,000 of the funds coming from the grant. The tentative FY2024 City budget includes \$100,000 toward the project. The project is likely to span fiscal years with some of the work occurring in FY2024 and some potentially in FY2025.

MOTION TO APPROVE:

I move that City Council APPROVE the federal-aid agreement for the Highland Elementary Safe Routes to School grant and AUTHORIZE City Engineer to sign the contract documents.

ATTACHMENTS:

1. Federal-Aid Agreement
2. Grant Application
3. Grant Award Email

State of Utah
Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	Highland City - Andy Spencer	Maximum Project Value Authorized \$139,440
PIN Number 20212 FINET Number 56142 FMIS Number F017243 DUNS Number 627375462	Project Number F-0052(22)0 PIN Description Highland Safe Routes to School FY24	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and **Highland City "Local Agency"**, a political subdivision(s) of the State of Utah.

The Local Agency has a project that will receive financing from federal-aid highway funds. The Project consists of **Highland Safe Routes to School FY24**, located at **Highland City** and identified as project number **F-0052(22)0**;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the Local Agency to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2023 - 2026

Fund*	Prior	2023	2024	2025	2026	Total	Fed Aid	State	Other	Pct
TAP FLEX	\$0	\$0	\$139,440	\$0	\$0	\$139,440	\$130,000	\$0	\$9,440	6.77%
Total:	\$0	\$0	\$139,440	\$0	\$0	\$139,440	\$130,000	\$0	\$9,440	6.77%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

This project will fill in three sidewalk gaps to create one continuous connection, providing access to the east (main entrance) and west (back stairwell entrance) of Highland Elementary. It will provide students who live due west and southwest of the school with a safer, more direct path for walking/biking to school.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
 - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
 - 2. Coordinate with the UDOT Project Manager concerning the funding.
 - 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
 - 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.

- h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
- i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):
 - 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
- k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
- l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
- m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
- n. Approve the final advertising package and obtain local signature approval advertisement.
- o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
- p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
- q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
- r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
- s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
- t. Assist to provide all documentation needed for construction project close out including Buy America certification.
- u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed \$139,440 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Andy Spencer at ASPENCER@HIGHLANDCITY.ORG](mailto:Andy.Spencer@HIGHLANDCITY.ORG), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

VIII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs

incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

IX. **Title VI Provisions.** Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute Local Agency. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute UDOT.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

X. Indemnity clause. UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollar amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XI. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200

audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

XII. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XIII. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XIV. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XV. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of- way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <https://www.udot.utah.gov/connect/business/design/project-advertising-tools/>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <https://www.ecfr.gov/cgi-bin/ECFR?page=browse> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XVI. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XVII. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVIII. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XIX. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XX. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties.
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XXI. **Content Review.**

Language content was reviewed and approved by the Utah AG's office on June 29, 2022.

LOCAL AGENCY

By _____

Date _____
Highland City Official

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
CONSULTANT SERVICES**

TODAY'S DATE 5/2/2023
PM REQUEST DATE 5/2/2023

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-0052(22)0

PIN No.: 20212

PIN Description: Highland Safe Routes to School FY24

FINET Prog Code No.: 56142

UDOT Project Manager	UDOT Contract Administrator
Eric A Mason 658 North 1500 West Orem, UT 84057 (801)680-9472 emason@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michael.butler+udot@wgcg.us

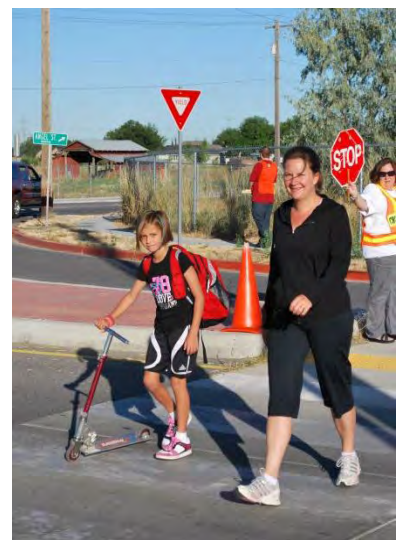
Local Government
Highland City 5378 W 10400 N Highland, UT 84003 Andy Spencer, (801) 772-4508 ASPENCER@HIGHLANDCITY.ORG

Project Value	\$139,440
Federal Match	\$130,000
Local Government Match	\$9,440
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

Highland City's Highland Elementary SRTS
Sidewalk Connection Project

Safe Routes to School
Funding Application
Fiscal Year 2024



Application Checklist

- ✓ Application cover page and completed applicant information sheet (Section 1) including: general information (**Page 1**), project information (**Page 4-6**), and school information (**Page 15-16**)
- ✓ Signatures of persons authorized to sign for each organization (school and city required) (**Pages 1-3**)
- ✓ Primary and Sub-sponsor applicant letters, on letterhead (**Pages 2-3**) (included with Section 1)
- ✓ Estimated project scope (**Page 7**), schedule (**Page 7**) and Engineers Estimate* (**Page 8**) (included with Section 2) *Please use the form provided the UDOT grant website
- ✓ Photographs (**Pages 13-14**) and maps of project area (**Pages 9-12**) (included with Section 2)
- ✓ Map of the residential area impacted by the project (**Page 17**) (included with Section 3)
- ✓ Current Safe Routes map and plan recommendations for each school (**Pages 18-20**) (included with Section 3)
- ✓ Narrative Responses to Sections A-D including any appropriate support documentation (**Pages 21-23**)
- ✓ All other appropriate supplemental documentation should be attached as appendices following the application. **6000 West Typical Cross Section Drawing (Page 24)**

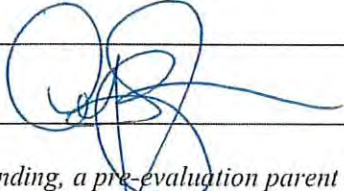
1. General Information

Project Title	Highland Elementary SRTS Sidewalk Connection Project
Project Sponsor	☒ City ☐ County ☐ School District ☐ Other:
Project Description (Municipal Location: Street, + limits; + improvements) <i>Example: Millcreek: 615 East, between Malibu Drive and 4350 South; fill in sidewalk gaps</i> Highland City: 6150 West from 10830 North to 10922 North; 10680 North from 6088 West to 6000 West; 6000 West from 10680 North to 10803 North. Although this project fills in three different sidewalk gaps, the proposed sidewalk portions combined will complete one continuous connection for residential neighborhoods that access the school from both the east and west entrances of Highland Elementary. Children and their parents, whether they come from the west or southwest, will highly benefit from this continuous route and will enjoy a safe walk or bike that eliminates the need for unsafe road crossing to get to and from school.	

Contact Name	Andy Spencer		
Title	City Engineer		
Organization	Highland City		
Address	5400 W Civic Center Drive		
Daytime Phone	(801) 772-4508	Email	aspencer@highlandcity.org

Have you ever applied for Safe Routes to School Funding	☐ Yes ☒ No
Have you ever received funding for a Safe Routes to School Project	☐ Yes ☒ No
If Yes- provide project name/date: N/A	

✓ I attest that this project is not part of developer-funded basic good practices in new development.
 **See the Federal Highway Administration's guidance for more background on basic good practices.

Signature of Applicant		Date	10/6/2021
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IF the project is selected for funding, a pre-evaluation parent survey and student tally **must** be performed at the project site prior to the project's construction/implementation. A post-evaluation **must** also be completed once the project is complete. By signing this application, we verify that the school(s) will administer the appropriate evaluations using the format/forms provided by UDOT.

Primary Sponsor Applicant Letter



Highland City
5400 W Civic Center Dr., Ste 1
Highland, UT 84003
(801) 756-5751
www.highlandcity.org

September 28, 2021

Re: Safe Route to School Grant

To whom it may concern:

I, Rodney W. Mann, Mayor, am an official for Highland City and certify that the above-named sponsoring agency is aware of the proposed project and supports the request for infrastructure funding from UDOT's SRTS Program. I certify that the above-named organization is or will be the owner of the property on which the proposed project is located and will maintain the infrastructure upon completion.

I understand that the above-named organization must establish a scope, schedule, and budget for the project and will be fully responsible for the design, cost estimate, and construction. In the event that budget overruns occur, my agency will be responsible for paying the overrun amount. I signify that the agency is aware of this financial responsibility.

Sincerely,

Rodney W. Mann
Highland City Mayor

Sub-Sponsor Applicant Letter



Home of the Hawks

Matt Killpack Principal
Cherstine Willis AP

September 13, 2021

I, Matt Killpack am an official for Highland Elementary and certify that the above-named sponsoring agency is aware of the proposed project and supports the request for infrastructure funding from UDOT's SRTS Program. You may contact me via email at mkilpack@alpinedistrict.org or phone at 801-610-8710 if you have questions within my area of expertise and responsibility pertaining to this project.

Thank you,



Matt Killpack
Principal

2. Detailed Project Information

Project Location (Street Address)	6150 West from 10830 North to 10922 North; 10680 North from 6088 West to 6000 West; 6000 West from 10680 North to 10803 North.
Maintaining Agency	Highland City

How far from the school is the project located? (network distance)	0 to 0.17 miles
<i>This project will</i> _____	☒ Fill a gap in existing infrastructure (e.g. sidewalk) ☐ Create a new facility ☐ Create a new program

Please provide a description of the project or program and why it is needed (Max. 250 words) This project will fill in three much-needed sidewalk gaps to create one continuous connection, providing access to the east (main entrance) and west (back stairwell entrance) of Highland Elementary. It will provide students who live due west and southwest of the school with a safer, more direct path for walking/biking to school. Currently, children travelling from the southwest on 10680 North must cross 6000 West, a high-traffic collector street, to remain on safe sidewalk paths. This project would keep them on one side of the street for their entire journey to and from school. 6150 West provides access to the stairwell entrance at the back of the school, which is located across from a residential neighborhood and the cemetery. This road was recently paved by Highland City and developed as an approved school drop-off/pick-up zone, but due to lack of funds, no sidewalk or crosswalk was completed to provide refuge for students from traffic. This project will fill in this missing sidewalk section and the existing gravel bike rack area on the south end. Much demand and support for the completion of this project have come from parents whose children attend Highland Elementary, so their children can safely walk/bike to school. Highland Elementary also serves approximately 24 students with disabilities through their Life Skills Program. While most of these children ride the bus to school, more children walking/biking as a result of this project will reduce school hour traffic and make boarding and exiting busses safer for these students.

If the project is a sidewalk, please provide the following information:

Project Length (Feet)	1531.5 Feet
Side of street (N,S,E,W)	East Side of 6150 W; North Side of 10680 N; West Side of 6000 W
Sidewalk Width	5 Feet
Will this project fill gaps in multiple locations?	☒ Yes ☐ No

What is the current state of the walking surface and or facility location (include description of signs/markings) and what improvements are needed?

6150 West from 10830 North to 10922 North:

6150 West is a wide road that currently accommodates a school drop-off/pick-up zone for vehicles, pedestrians, and bicyclists. It provides access to the stairwell entrance at the back (west side) of the school. However, there is no sidewalk, curb, or gutter between the east retaining wall and the drop-off/pick-up zone. Therefore, no boundaries exist to keep pedestrians/cyclists safe from heavy vehicle traffic that is constantly stopping and going. Also, there is no crosswalk to help children safely cross the road. This project will complete the connection from where the sidewalk ends on the north and south ends of the street by filling in 477 feet of 5-inch wide sidewalk, and 2-inch curb and gutter. The existing bike area on the south end, which is currently gravel, will also be filled in with concrete and will be connected to the new sidewalk. A crosswalk will be installed between the residential area/cemetery and the stairwell entrance to the school. A raised refuge island will be placed at the center of the crosswalk to provide additional safety for children crossing this road. Paint strips and signage will also be included where none currently exist.

10680 North from 6088 West to 6000 West, and 6000 West from 10680 North to 10803 North:

These two roads are adjacently connected about 0.15 miles south of the school. 10680 North runs east to west, and 6000 West runs north to south. There is currently no sidewalk, curb, or gutter on the north side of 10680 North for 343.5 feet; the same is the case for the west side of 6000 West all the way up to the southern border of Highland Elementary for 711 feet. This project will provide access to the east (main entrance) of the school, but if students wish, they can continue along this path to the west (back entrance) on 6150 West. This project will fill in 343.5 feet of 5-inch wide sidewalk and 2-inch curb and gutter on 10680 North; and 711 feet on 6000 West with the same specifications. Paint strips and signage will also be included where none currently exist. An ADA ramp and crosswalk will be installed at the corner of 10680 North and 6000 West where the two new sidewalks will meet.

Amount Requested

\$179,989.20

Is this project construction ready?

☐ Yes* ☒ No

**Please attach any plans, drawings, or project schedule information you have completed.*

Is this project included in any regional or local transportation plans? (Examples: MPO Transportation Improvement Plan or Long-Range Transportation plan, UDOT bicycle/pedestrian network, etc.)

☒ Yes ☐ No

Is this project listed in the city's Transportation Master Plan

☐ Yes ☒ No

Describe how this project is a cost-effective solution and what alternatives were considered?

Considered Alternatives:

No Action: If this project is not completed, children who live west and southwest of Highland Elementary will continue to face multiple safety hazards along these roadways that have been identified as safe walking/biking routes by the school, as seen on their Safe Routes Map and Plan on Pages 18-20. Portions of sidewalk missing along these route forces children who walk or bike to school to unsafely cross busy roads multiple times to and from school, increasing risk of serious injury or death.

Build the 10680 North and 6000 West sections only: While this would complete a sidewalk connection to the main entrance of the school and adequately serve the southwestern portion of Highland Elementary's service area, it will leave Highland Elementary's west (6150 West) entrance and designated drop-off/pick-up zone without a complete sidewalk path, which is where most of the school's near miss accidents have happened.

Build 6150 West only: This would adequately complete a connection at the school's top-most area of concern regarding safety for its students who walk or bike to school. As stated previously, 6150 west is a wide street that currently accommodates a school drop-off/pick-up zone and bike storage, but no sidewalk or crosswalk exists to create refuge for school children walking or biking in this area. While this is a good stand-alone project, Highland City and Highland Elementary would still need to address the missing sidewalk sections on 10680 North and 6000 West, which also pose significant safety concerns for school children due to the high-traffic nature of 6000 West – a collector street for Highland City.

Selected Alternative:

Build all three sections (10680 North, 6000 West, and 6150 West): The goal of this alternative is to create one continuous connection that circles around the perimeter of the school, providing access to both the east and west entrances of Highland Elementary; so no matter if children walking/biking to school are coming from the west or the southwest, there is one continuous path connecting them to either entrance of the school.

If this is a non-infrastructure project, does it encourage walking and biking through public information, education, training, and awareness? Explain

☐ Yes ☐ No ☒ N/A

N/A.

Project Scope

Highland City's Highland Elementary SRTS Sidewalk Connection Project will include new sidewalk sections at the following locations: 6150 West from 10830 North to 10922 North; 10680 North from 6088 West to 6000 West; 6000 West from 10680 North to 10803 North.

Project Construction

10680 North from 6088 West to 6000 West, and 6000 West from 10680 North to 10803 North:

Construction will include 343.5 feet of 5-foot wide sidewalk and 2-foot wide curb and gutter on 10680 North, and 711 feet on 6000 West. 6000 West will include a 4-foot wide park strip for the length of the sidewalk. A typical cross section drawing for 6000 West is included on Page 24. The sidewalk gaps, curb and gutter will be filled with concrete. Signs and markings will be required along the proposed sidewalk sections.

6150 West from 10830 North to 10922 North (back of school): Construction will include 477 feet of 5-foot wide sidewalk and 2-foot wide curb and gutter on 6150 West that connects to the existing north and south sidewalks at the school's designated drop-off/pick-up zone. The sidewalk gap, curb and gutter will be filled with concrete. The existing bike area on the south end will also be filled with concrete. A crosswalk with a raised median will be installed from the existing west sidewalk to the proposed east sidewalk. Other necessary signs and markings already exist in this area.

Right-of-Way

Right-of-way for 6150 West is owned by Highland City, and ownership is documented as a deed. Highland City will maintain the infrastructure upon completion. Right-of-way for 10680 North and 6000 West is also owned by Highland City except for the corner where these two roads meet and a small section along 6000 West. Highland City does not anticipate that acquiring this right-of-way will be an issue nor hold up the project, as they have already been in negotiations with the property owners who are already willing to give up the right-of-way if the project is funded. Right-of-way will be acquired on Highland City's own dime.

Project Schedule

Project Schedule		
Task	Begin Date	End Date
Acquire ROW (Paid for by City)	Oct. 2022	Dec. 2022
Design Project	Jan. 2023	Mar. 2023
Bid Project	Apr. 2023	Jun. 2023
Construction	Jul. 2023	Oct. 2023
Project Close-out	Nov. 2023	Dec. 2023

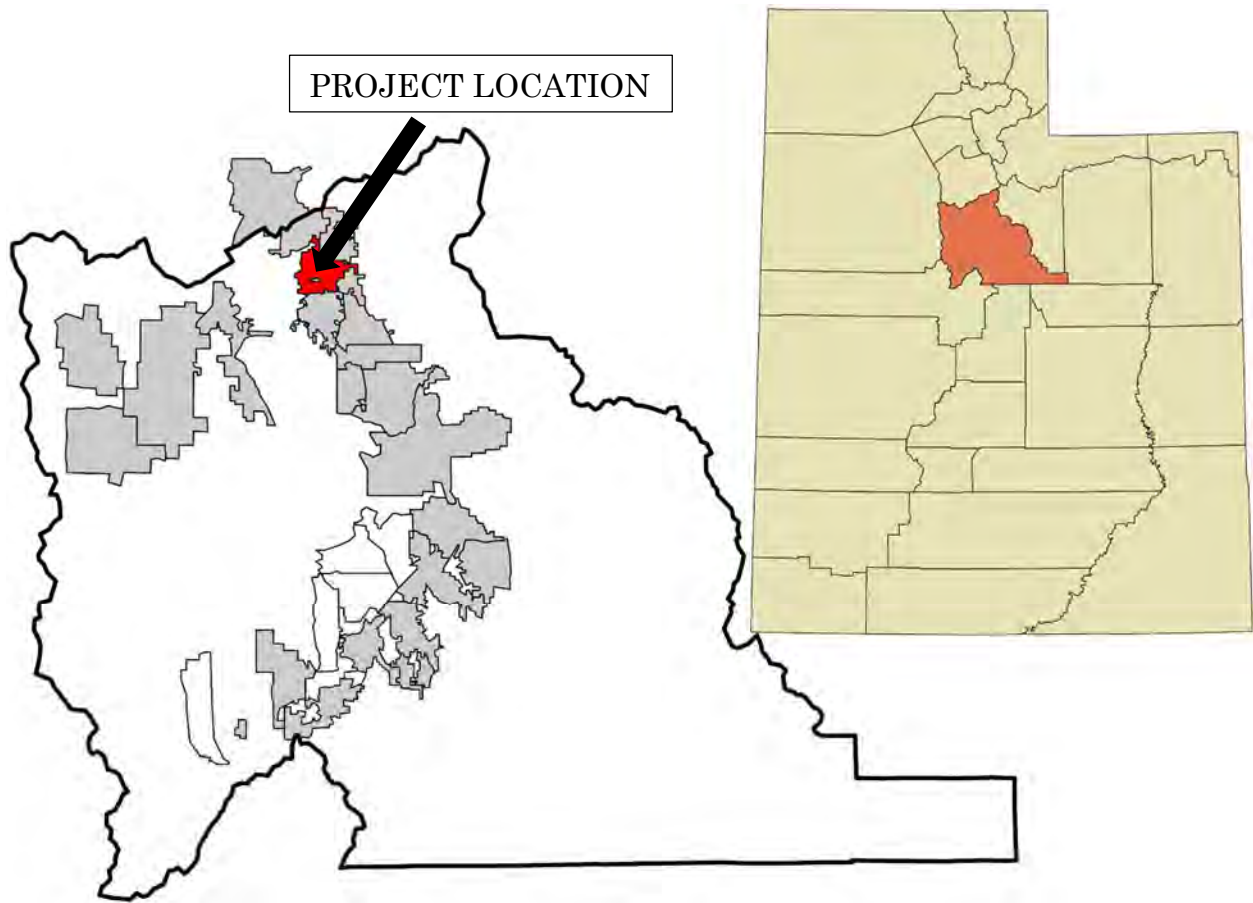
Project Budget

Budget Summary	Total Cost	Highland City Match (10%)	SRTS Funding (90%)
	\$199,988	\$19,998.80	\$179,989.20

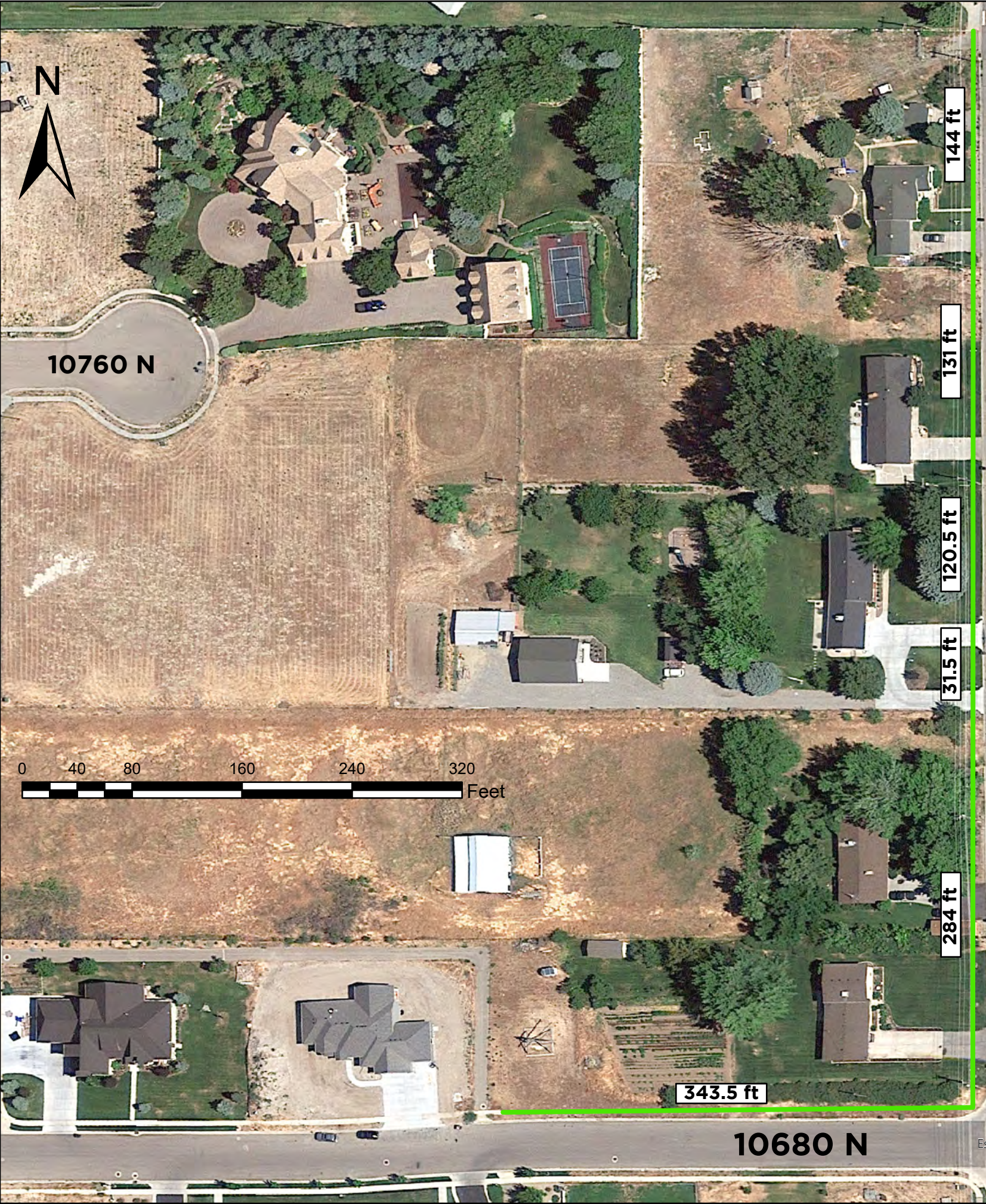
*A detailed Engineer's Estimate is included below on Page 8.

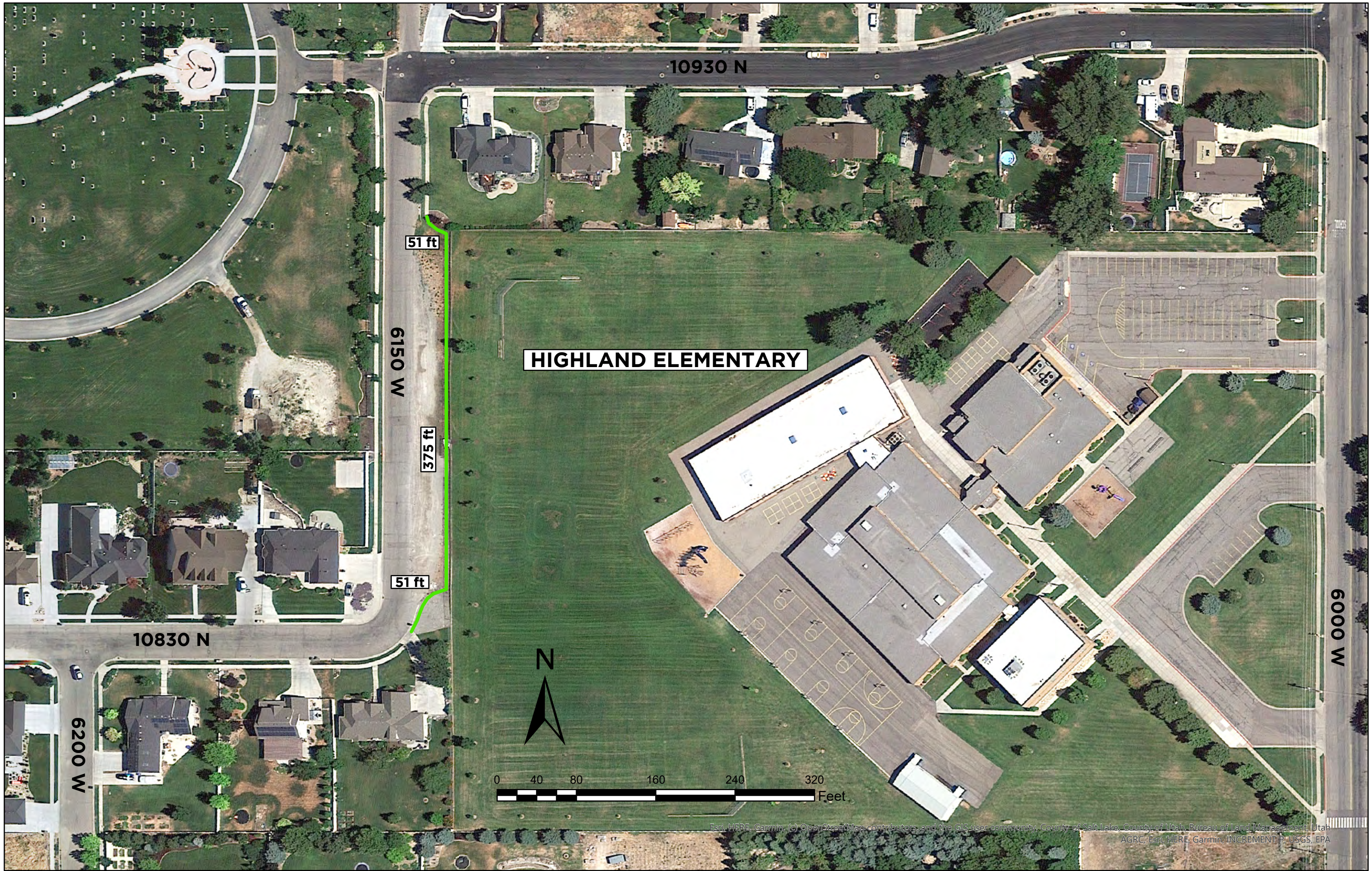
UDOT FY24 SRTS Funding Program - Engineer's Estimate					Fill out cells in blue
PROJECT NAME: Highland City's Highland Elementary SRTS Sidewalk Connection Project					
SPONSOR: Highland City					
Item	Item Description	Unit	Qty	Unit price	Amount (\$)
1	Prep sidewalk to 10" depth from top of sidewalk. Place 6" thick roadbase	LF	1,575	\$25.00	\$39,375
2	Survey for Concrete elevations (to match a provided set of plans)	LS	1	\$950.00	\$950
3	Traffic Control	LS	1	\$990.00	\$990
4	Prep curb and gutter area 14"-16" depth from top of gutter pan. Place 8" thick roadbase	LF	450	\$18.00	\$8,100
5	Prep ADA approach to 10" depth from top of sidewalk. Place 6" thick roadbase	LS	2	\$800.00	\$1,600
6	Form/Pour/Finish 5' wide and 4" thick concrete sidewalk	LF	1,575	\$34.00	\$53,550
7	Form/Pour/Finish 24" curb and gutter	LF	450	\$38.00	\$17,100
8	Form/Pour/Finish ADA Ramp with warning tile	LS	2	\$1,980.00	\$3,960
9	Sawcut/Remove Asphalt and return excess tailings to Highland City. Behind new curb and gutter	SF	4,050	\$3.25	\$13,163
10	Mobilization	LS	1	\$2,500.00	\$2,500
11	General Clean up. Sweeping, etc...	LS	1	\$2,000.00	\$2,000
12	SWPPP	LS	1	\$2,500.00	\$2,500
13	Construction Staking	LS	1	\$1,200.00	\$1,200
14	Painting/Signage	LS	1	\$2,500.00	\$2,500
15	Wet Utility Relocation	EA	5	\$1,500.00	\$7,500
16	Driveway Demo, Repair and Approach	EA	3	\$5,000.00	\$15,000
17	Cross Walk Painting and Signage	EA	2	\$1,500.00	\$3,000
18	Design Costs	LS	1	\$12,500.00	\$12,500
	SUBTOTAL				\$187,488
					<i>Total</i>
				Construction Engineering	\$1,000
				Construction Management/Contract Administration	\$11,500
				Total construction costs	\$199,988
	Please indicate current status of project:			Feasibility Study	
	<i>(e.g., Feasibility Study, PSR, Environmental, 30% Design, 60% Design, 90% Design, 100% Design)</i>				

Project Location Map









Photographs of Project Area

Figure 1 – 10680 North Facing West.

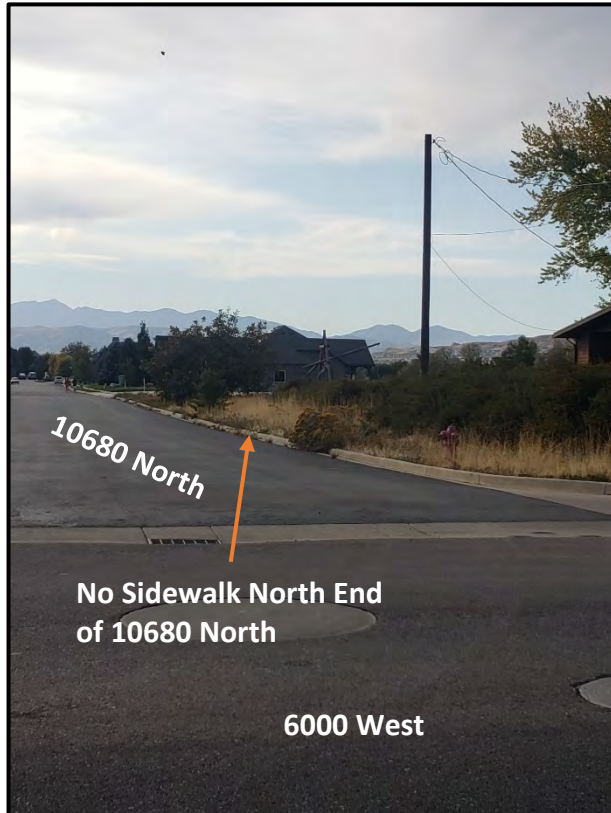


Figure 2 – 6000 West Facing North.

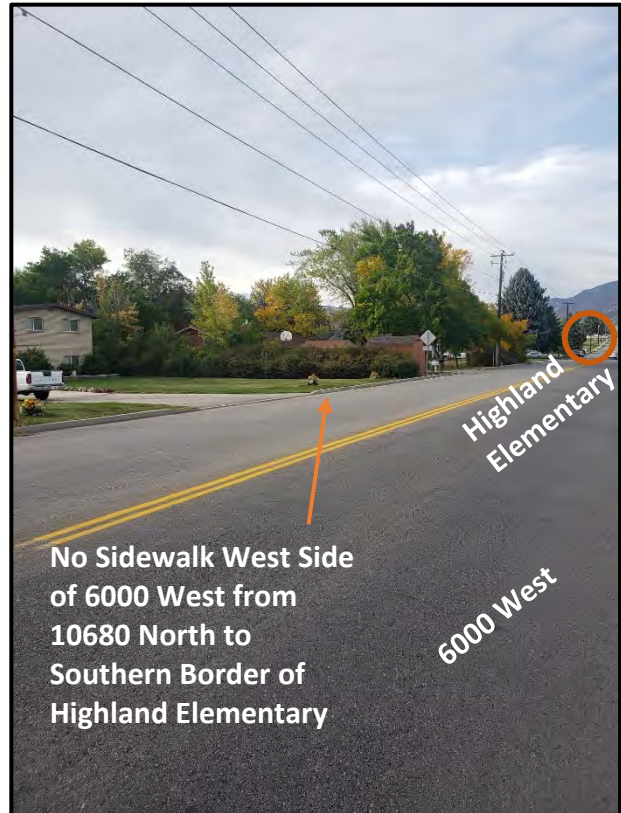


Figure 3 – 6000 West Facing North.



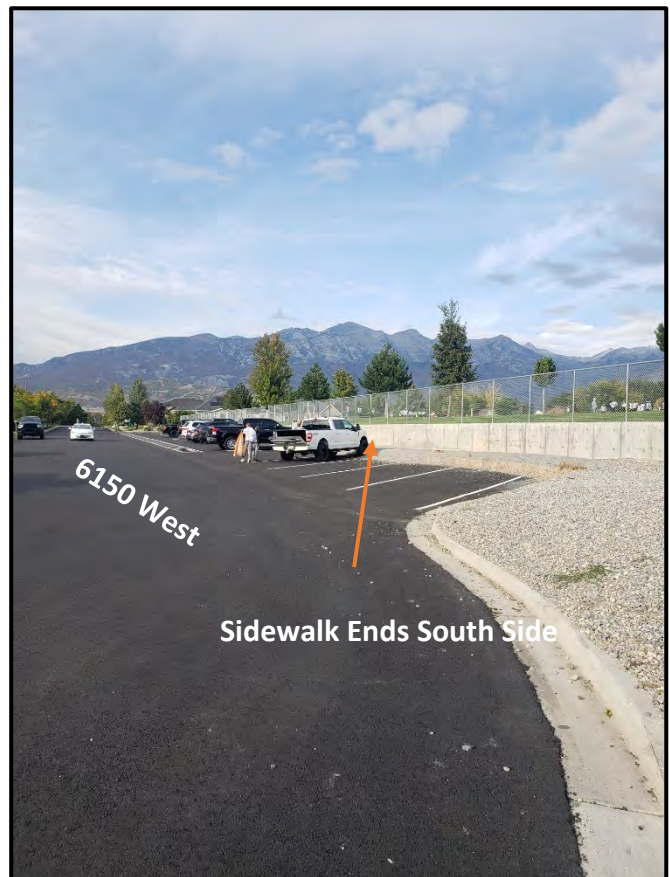
Figure 4 – 6150 West (Back Entrance of School) Facing South, Before Highland City's 2021 Pavement/Drop-off Zone Project.



Figure 5 – 6150 West (Back Entrance of School) Facing South, After Highland City's 2021 Pavement/Drop-off Zone Project.



Figure 6 – 6150 West (Back Entrance of School) Facing North, After Highland City's 2021 Pavement/Drop-off Zone Project.



3. School Information

School Name*	Highland Elementary
Grades	Elementary School (K-6)
School District	Alpine School District
Total Number of Students	724

*If more than one school is impacted, please list the most affected school first.

Current number of students primarily walking to school	150
Current number of students primarily biking to school	100
Number of students eligible to walk to school	464
How were these numbers determined?	
Using students who are in a bus area from transportation we are able to determine the remaining number of students are within walking distance as well as observed student counts.	

Percent of students within a ½ mile radius of the school	11%
Percent of students within 1.5 miles of the school	47%
Number of students the project could directly impact*	339
Number of students with disabilities the project could benefit (If yes, then please elaborate in the project description on Pg. 4)	24; most of these are bus riders, and some walk, but all will benefit from the project. See Project Description on Pg. 4 for details.

*Please provide a map showing areas that will be impacted by this project.

Does the school currently hold any walk to school/bike to school events? If yes, please list	☐ Yes ☒ No
Because of COVID there was not one held in the last year, but the PTA is considering one for the 2021-22 school year.	

Does the school currently encourage walking and biking? If yes, please list programs or initiatives	✓ Yes ☐ No
Provide bike racks in multiple areas, have worked to create safe walking routes, parents have walking groups.	

Within the past school year, which of the following programs have been offered for students to participate in?
✓ Walking School Bus or Bike Trains ☐ Walk n Roll Assembly ☐ "Walk More in 4" Campaign ☐ Early dismissal for students walking or biking from school ☐ Pedestrian fairs or bike rodeos ☐ Bike Utah "Youth BEST Program" ☐ Other:

Note:

If more than one school is affected by this project, please provide the above information for all impacted schools in the Section 3 Appendix

Does the school currently have a Safe Routes Plan?	✓ Yes ☐ No*
*If No, does the school have plans to develop a comprehensive plan?	☐ Yes ☐ No
Is this project identified in the school's Safe Routes Plan recommendations?	✓ Yes ☐ No

Note:

Please attach the Safe Routes Plan Recommendations and Map in the Section 3 Appendix. Each school's map be accessed at www.saferoutesutahmap.com

Impacted Residential Area Map

LEGEND

 Impacted Residential Area

LEGEND

 Impacted Residential Area

Highland Elementary Safe Routes Map and Plan

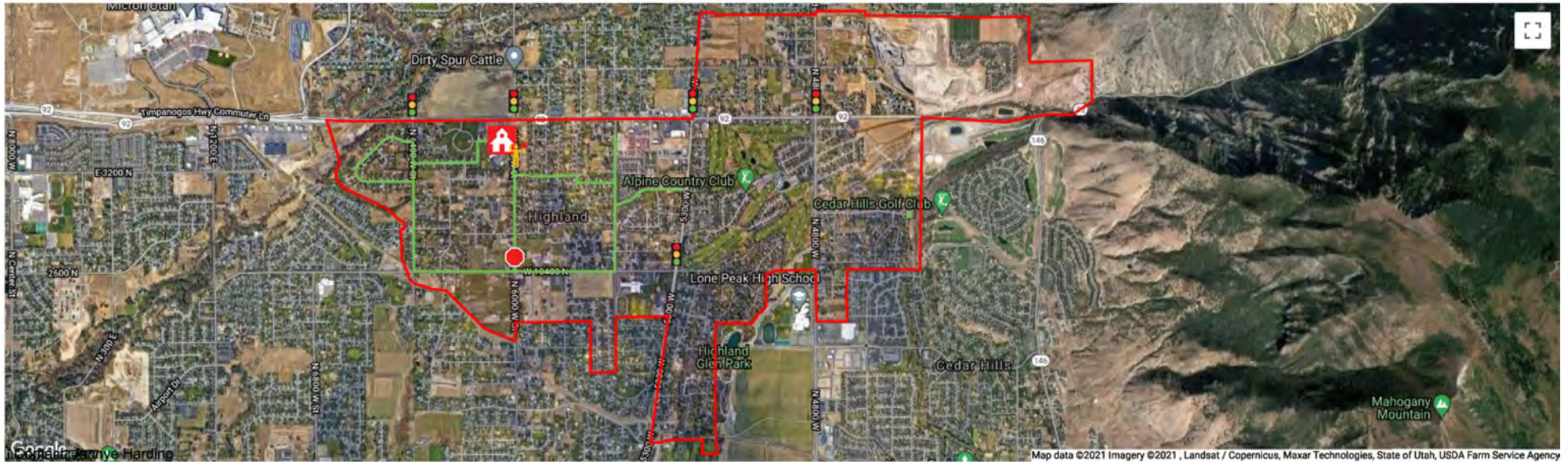


Highland Elementary Map -

- | | | |
|----------------------|--------------------|-------------------------|
| School | School Bus Loading | Student Drop-Off/Pickup |
| Hazard/Footnote | Crossing Guard | Traffic Signal |
| Yield Sign | Stop Sign | Crosswalk Vertical |
| Crosswalk Horizontal | Boundary | Safe Route |

Highland Elementary Map | 10865 North 6000 West, Highland 84003

Highland Elementary Safe Walking Map



Map data ©2021 Imagery ©2021, Landsat / Copernicus, Maxar Technologies, State of Utah, USDA Farm Service Agency
 Jennifer Harding
jenniferharding@alpinedistrict.org
 801-610-8710

Highland Elementary and members of the Highland Elementary School Community Council have identified school access routes for Highland students who live within the walking boundary established for the school. An online version is accessible by clicking: <https://www.saferoutesutahmap.com/map/school-maps/highland-elementary-782>

Highland's school access route does not identify every school access route or to identify the more convenient route to school. It identifies routes selected by our SCC and staff. Please note the highlighted routes are not free from hazards or other concerns.

We encourage parents to review and possibly walk the school access route and then address concerns with their students. Parents are also welcome to select a different route for their children to access Highland Elementary. Students should always use sidewalks, crosswalks, and obey all traffic laws.

Busing Areas: All students that live east of 5300 West qualify for bussing through Alpine School District. Bus stops and times are determined by the Alpine Transportation Department and are available online at <https://alpineschools.org/bus-boundaries/>.

Walk/Bike Areas: Students that live west of 5300 West could use identified school access walking routes when traveling to and from school.

Students living east of 5600 West but west of 5300 West should collect on 10700 North and travel west. When arrived at 5600 West, adjust your route to 10770 North (or 10400 North) and follow the route –

it will change to 10800 North. Continue traveling west until 6000 West. At 6000 West use the crosswalk assisted by a crossing guard before and after school.

Students living east of 6000 West and west of 5600 West should collect on 10770 North (or 10400 North) and follow the route – it will change to 10800 North. Continue traveling west until 6000 West. At 6000 West use the crosswalk assisted by a crossing guard before and after school.

Students living west of 6000 West have several routes to Highland Elementary depending on the student's address. Option One - collect on 6400 West, then travel to 10400 North, when you reach 6000 West go north until you come to the school. Option Two – collect on 6400 W, then travel to 10830 North, go north when you reach 6150 West, then to 10900 North, go south until you reach the school. Option Three – collect on 6000 West and travel north until you reach Highland Elementary.

Again, our purpose is to outline main arterial routes that provide a safe school access for our Highland students to access the school. However, you are welcome to select your child's route to Highland Elementary.

4. Narrative Responses

For Section 4 items A-D please provide a separate typed narrative response not to exceed 1 page each. All narratives should be typed using standard fonts, no smaller than 11 pt. size, with 1-inch page margins.

A. Safety Narrative (25 points)

Describe each safety or risk hazard that has been encountered at this location, including past crashes or near miss incidents involving cyclists or pedestrians.

The majority of hazards involving cyclists/pedestrians have been encountered on the west side (back stairwell entrance) of Highland Elementary on 6150 West. This area is currently designed as an approved drop-off/pickup zone, and several near misses have been reported because students have to cross back and forth on 6150 West without guidance from sidewalks or crosswalks. Even though Highland City recently paved this road and painted drop-off/pick-up zones, due to lack of funds, no sidewalk exists on the east side of the road against the retaining wall to keep children safe from heavy school-hour traffic. Before and after school, traffic on this road is constantly stopping and going with school children walking and biking aimlessly between vehicles.

Describe how these hazards were identified (crash reports, community observations, reports, audits, etc.)

These hazards were identified as community observations and filed as reports with the school.

Describe how your project will achieve any or all of the following:

- Reduce speeds or volume of motor vehicles
The project will result in reduced volume of motor vehicles before and after school hours as more children and their parents are able to safely walk or bike to and from school. Fewer motor vehicles on 6000 West before and after school will be especially important for the students with disabilities who bus to Highland Elementary. When getting on and off the bus in their neighborhoods and at the school, less traffic will allow for safer boarding and exiting, especially if they need to cross the street.
- Improve sight distance and visibility
The proposed sidewalk connection project will create one continuous route so that school children and their parents do not have to walk into the roads where motor vehicles might not see them. This project will encourage pedestrians and bicyclists to remain on the sidewalks where they can be seen at all times by oncoming motor vehicle traffic.
- Improve compliance to local traffic laws
N/A
- Eliminate behaviors that lead to collisions
While this project will not eliminate behaviors that lead to collisions, it will keep school children and their parents safe from oncoming traffic.
- Addresses inadequate traffic control devices
N/A
- Addresses inadequate bicycle facilities, crosswalks or sidewalks
Currently, gaps in sidewalks along busy school routes to Highland Elementary force school children who walk or bike to school to cross high traffic roads multiple times to access safe sidewalks on the other side. The proposed project will fill in sidewalk gaps where none currently exist to complete

one continuous connection that will improve accessibility and safety for students living to the west and south of the school.

Describe how this project will increase the number of children who can safely walk/bike to school?

More than half of the parents of students attending Highland Elementary do not have enough confidence in the existing infrastructure to allow their children to walk or bike to school. Many parents of students who attend the school have reached out on multiple occasions to Highland Elementary, Highland City, and Alpine School district pleading for safer walking/biking routes for their kids. This project will provide one continuous sidewalk path to Highland Elementary that will allow residents to the west and to the southwest of the school to walk or bike without having to cross busy roads. This will encourage more parents by giving them the confidence they need to allow their children to walk or bike to school.

B. Health Narrative (10 points)

Describe how this project will encourage or increase walking and biking to school (e.g. it is making a valuable connection or removing a barrier).

The proposed project is a valuable opportunity to complete missing sidewalk sections that have the potential to become one continuous path that is identified as a safe walking/biking route in Highland Elementary's Safe Routes Plan. This critical connection will encourage and increase walking and biking to school as the path is extremely convenient for the many students who live west and southwest of the school. Upon completion of this project, it is anticipated that a higher percentage of parents of Highland Elementary Students who live west and southwest of the school will gain the confidence necessary to allow their children to walk or bike to school on a regular basis.

Describe how the project will improve public health (e.g. through the targeting of populations who have high risk-factor for obesity, physical inactivity, asthma, or other health issues).

Completing the proposed project will support improved public health by providing a continuous route that will not only encourage students, but also parents and others in the community to walk or bike more often. A portion of this project is located in Utah County along a high traffic collector street (6000 West). According to a health survey done in Utah County, 18.4% of adults in Utah County get no physical activity, and 12.6% of adults in Utah County are in poor or fair general health. By completing the proposed project, the goal of the City is to promote walking and biking to school by a higher percentage of elementary aged students, but also to encourage walking/biking among the adult population.

How do you plan to work with your local health department to measure health impacts or promote positive health outcomes?

Highland City will work with the Utah Department of Health and the Utah County Health Department to measure the health impacts of these types of projects and to promote positive health outcomes. Highland City, in cooperation with Highland Elementary, will continue to identify and seek to implement additional infrastructure improvement projects like the proposed and provide critical statistics and observations to measure the impacts that they have on the community.

C. Benefit to Disadvantaged Neighborhoods (15 points)

Is the primarily impacted school classified as Title 1?

Highland Elementary is not classified as a Title 1 school.

Provide the median household income for the community benefited by the project.
According to data from the U.S. Census Bureau, Highland City has a median household income of \$139,453 in 2019 dollars.

Provide the percentage of students who attend the primarily impacted school who are eligible for the Free or Reduced-Price Meal Program.
Prior to COVID-19, 13% of Highland Elementary School students were eligible for the Free or Reduced-Price Meal Program, but due to COVID-19, all students are currently receiving free meals.

Describe how the project demonstrates a clear benefit to a disadvantaged community?
N/A.

D. Collaboration and Public Involvement (10 points)

Describe any community-based public participation process that led to this project proposal or plan, such as noticed meetings, public hearings, community council events, consultation with stakeholders, local task force, etc.
On September 23, 2021, a School Community Council (SCC) meeting was held at Highland Elementary. In this meeting, they discussed the need for the proposed project and the much-needed safety benefits it would provide for their students. This Safe Routes to School Funding Application was supported and approved during this meeting with the understanding that Highland Elementary would work collaboratively with Highland City to submit the application, and if awarded, complete the proposed project.

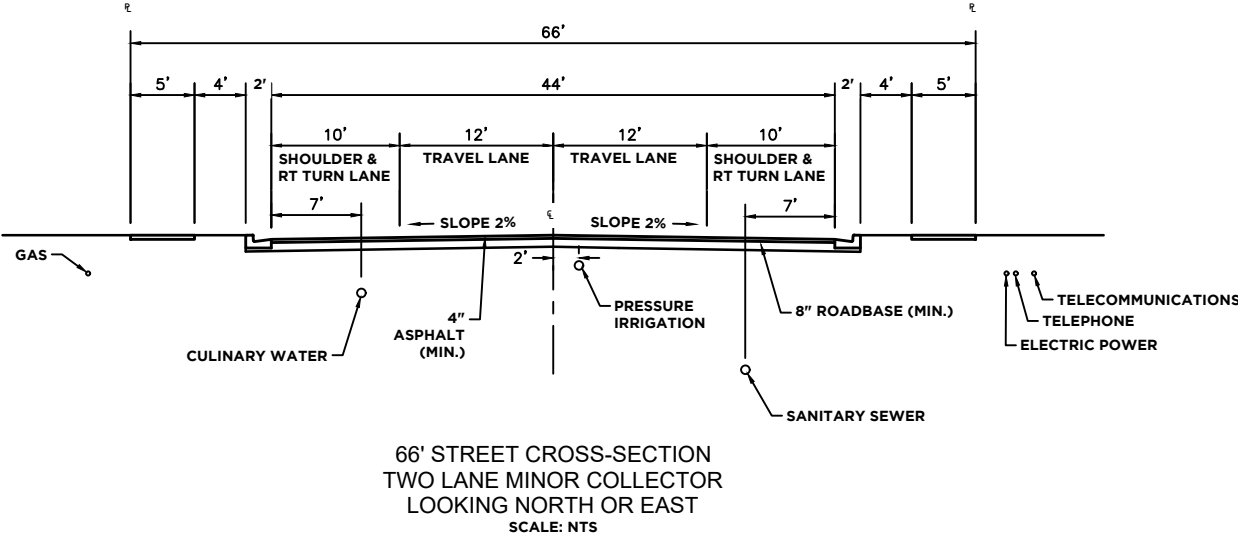
Describe the local participation process that resulted in the identification and prioritization of the project.
Highland City, Highland Elementary School, and Alpine School District have all been in collaboration regarding the details of the proposed project. This project has been identified by each of these entities as a priority to keep students at Highland Elementary School safe to and from school on a daily basis. However, the most important aspect that led to this project becoming a priority is the participation of and communication from several parents of Highland Elementary students. Parents witness or hear firsthand the dangers their kids face as they have to cross busy roads multiple times each day just to find a safe path to walk on. Their input has been invaluable in framing this project and making it a necessary project for the community. It is fully expected by the community that this project will be completed.

Describe collaboration with agencies other than the school/district and the city/municipal agency.
The only other collaboration outside of the City, School, and School District has been communication between Highland Elementary and parents of the students, as explained previously.

Note:

Please provide letters of support from any agency, organization, or group that is willing to provide funding or supplemental support for initial funding or maintenance of infrastructure improvements, or program support for encouraging walking and biking to school in the Section 4 Appendix.

6000 West Typical Cross Section Drawing



Plot Date: 10/5/2021 9:47 AM Plotted By: Mike Burns

STATEMENT OF USE
THIS DOCUMENT AND ANY ILLUSTRATIONS HEREON ARE PROVIDED AS STANDARD CONSTRUCTION DETAILS WITHIN HIGHLAND CITY. DEVIATION FROM THIS DOCUMENT REQUIRES APPROVAL OF HIGHLAND CITY. HIGHLAND CITY CORP. CAN NOT BE HELD LIABLE FOR MISUSE OR CHANGES REGARDING THIS DOCUMENT.

FILE: HIGHLAND STD DRAWINGS

DRAWN BY: MJB
DESIGN BY: MJB
CHECKED BY: TMT



HIGHLAND CITY
PUBLIC WORKS AND ENGINEERING

MINOR STREET CROSS SECTIONS

STD DWG #

ST-01

NO.	REVISION DESCRIPTION	BY	DATE	LAST UPDATED: 7/8/2021

Andy Spencer

From: SRTS Grant <srtsgrant@utah.gov>
Sent: Tuesday, November 16, 2021 8:40 PM
To: Andy Spencer
Subject: FY2024 SRTS Results

Andy Spencer,

We would like to inform you that the Highland SRTS Application for infrastructure was selected by the Safe Routes to School Funding Committee to be included for **partial** funding.

This funding cycle is for Fiscal Year 2024 which begins July 1, 2023.

I would like to reiterate that this cycle of SRTS grant funds is a reimbursement program. Your project has been selected to be available for reimbursement during the **2024** fiscal year. Your City is welcome to construct your project as soon as you are able, however, you will not be able to request reimbursement until the start of the Fiscal Year in which you are awarded.

UDOT will award your City the project amount of **\$130,000**. The committee would like to fund the portions of the project that we feel directly relates to the objective of the SRTS grant. We would like to cover the following items from the engineer's estimate: 2,4,7,9,11,12,13,15 & 18.

Is this reduced scope and timeline still in line with what the City would be willing to participate in? Upon acceptance of this grant funding, UDOT will formalize this agreement between the City and your corresponding UDOT Regional Representative.

Thank you for your patience and your application. We look forward to working with you to improve routes to schools that encourage more walking and biking.

If you have any questions, please send me an email at srtsgrant@utah.gov.

Thank you,

Travis Evans

In discussion with the UDOT team, the words "The City" should have been inserted here.



CITY COUNCIL AGENDA REPORT

ITEM #7

DATE: June 6, 2023
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: **ACTION:** Road Widening Project At Knight Avenue/Ole Bish Lane
And North County Boulevard
TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The Council will consider awarding a construction contract with Acme Construction, Inc. for the Knight Ave/Ole Bish Lane improvements at North County Boulevard to accommodate a forthcoming traffic signal that will be installed by UDOT.

STAFF RECOMMENDATION:

Staff recommend awarding a construction contract with Acme Construction, Inc. for the improvements to the City streets that are necessary for UDOT to subsequently install a traffic signal.

PRIOR COUNCIL DIRECTION:

The Council has previously been made aware of the forthcoming improvements in prior Council meetings. Council feedback has been in support of the project.

BACKGROUND:

Previously, the City contacted UDOT in requesting a potential signal at Knight Ave/Ole Bish Ln and North County Blvd. UDOT found the intersection warranted a traffic signal provided the City would undertake the improvements deemed necessary to the City streets.

The City commissioned the design for the improvements and placed the project out to bid. There was one bidder, Acme Construction, Inc. The bid from Acme was within 5% of the engineers' estimate. As such, staff feel the bid is reasonable. The staff called and verified Acme's work references and received positive feedback.

FISCAL IMPACT:

The cost of this project is \$234,686.50, with a 10% contingency, the project total is \$258,155. Funding for this expense is included within the FY2023 & FY2024 budget years as follows:

- Approx. \$129,078 in 41-40-71, Major Road Maintenance; and
- Approx. \$129,077 in 56-40-70, Road Fee Projects.

Note: the project is likely to span fiscal years with some of the work occurring in FY2023

and some in FY2024.

MOTION TO APPROVE:

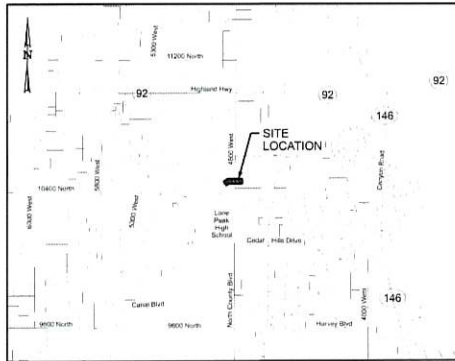
I move that City Council APPROVE the construction contract with Acme Construction, Inc. for the construction of site improvements at Knight Ave/Ole Bish Ln and North County Blvd in an amount up to \$258,155 and AUTHORIZE City Administrator to sign the contract documents.

ATTACHMENTS:

1. Engineers' Estimate
2. Site Plan (2 pages)
3. Bid Documents (5 pages)

HIGHLAND CITY						
KNIGHT AVENUE / OLE BISH LANE AT NORTH COUNTY BLVD. (SR-129)						
100 Percent Cost Estimate 2023-05-15						
Item	DESCRIPTION	APWA SPEC NO.	QTY	UNIT	UNIT PRICE	TOTAL
No					(MATERIAL & LABOR)	
SCHEDULE A - BASE BID						
1	MOBILIZATION / DEMOBILIZATION	01 71 13	1	LUMP	\$25,000.00	\$25,000.00
2	TRAFFIC CONTROL	01 55 26	1	LUMP	\$25,000.00	\$25,000.00
3	SURVEY	01 71 23	1	LUMP	\$3,500.00	\$3,500.00
4	RELOCATE SIGN	32 01 07	3	EACH	\$1,400.00	\$4,200.00
5	REMOVE TREE	02 41 13	3	EACH	\$1,500.00	\$4,500.00
6	REMOVE CONCRETE SIDEWALK	02 41 14	1,100	SQ. FT.	\$6.50	\$7,150.00
7	REMOVE CONCRETE WATERWAY	02 41 14	33	SQ. YD.	\$80.00	\$2,666.67
8	REMOVE CONCRETE CURB AND GUTTER	02 41 14	450	FOOT	\$8.00	\$3,600.00
9	REMOVE CATCH BASIN	02 41 13	1	EACH	\$1,000.00	\$1,000.00
10	CONCRETE SIDEWALK	03 30 04	1,950	SQ. FT.	\$15.00	\$29,250.00
11	CONCRETE DRIVEWAY FLARED, 7 INCH THICK	03 30 04	290	SQ. FT.	\$18.00	\$5,220.00
12	24 INCH CURB AND GUTTER	03 30 04	400	FOOT	\$38.00	\$15,200.00
13	UDOT TYPE B1 CURB AND GUTTER	UDOT 02776	110	FOOT	\$42.00	\$4,620.00
14	GRAVEL DRIVEWAY	32 11 23	275	SQ. FT.	\$10.00	\$2,750.00
15	GRANULAR BORROW (SOFT SPOT REPAIR)	31 05 13	50	CU. YD.	\$48.00	\$2,400.00
16	GEOTEXTILES - STABILIZATION FABRIC	31 05 19	200	SQ. YD.	\$6.00	\$1,200.00
17	OVER EXCAVATION (SOFT SPOT REPAIR)	31 23 16	50	CU. YD.	\$35.00	\$1,750.00
18	ASPHALT PAVEMENT TIE-IN (PLAN QUANTITY)	32 12 16.13	306	SQ. YD.	\$125.00	\$38,250.00
19	CATCH BASIN	33 41 00	1	EACH	\$8,500.00	\$8,500.00
20	RECONSTRUCT MANHOLE	33 05 14	1	EACH	\$2,500.00	\$2,500.00
21	RELOCATE FIRE HYDRANT	33 11 11	1	EACH	\$8,500.00	\$8,500.00
22	RECONSTRUCT VALVE BOX	33 05 14	5	EACH	\$1,250.00	\$6,250.00
23	REMOVE PAVEMENT MESSAGE PAINT BY WATER BLASTING	32 17 23	10	EACH	\$125.00	\$1,250.00
24	REMOVE PAVEMENT MARKING PAINT BY WATER BLASTING	32 17 23	75	FOOT	\$7.50	\$562.50
25	PAVEMENT MESSAGE PAINT	32 17 23	39	EACH	\$75.00	\$2,925.00
26	PAVEMENT MARKING PAINT	32 17 23	2400	FOOT	\$2.50	\$6,000.00
27	TURF SOD	32 92 00	2,500	SQ. FT.	\$2.50	\$6,250.00
28	CONTRACTOR FURNISHED TOP SOIL 4 INCH THICK	31 05 13	200	SQ. YD.	\$9.00	\$1,800.00
29	ADJUST SPRINKLER SYSTEM	32 84 23	1	LUMP	\$3,500.00	\$3,500.00
30	SEED AND MULCH	32 92 00	200	SQ. YD.	\$8.00	\$1,600.00
CONSTRUCTION SUBTOTAL						\$226,894.17
10% CONSTRUCTION CONTINGENCY				LUMP SUM	\$22,689.42	\$22,689.42
DESIGN ENGINEERING						\$20,495.00
CONSTRUCTION ENGINEERING (PLACEHOLDER)						\$20,000.00
RIGHT-OF-WAY						\$-
GRAND TOTAL:					\$290,078.58	
AVAILABLE FUNDING						

HIGHLAND CITY OLE BISH LANE / KNIGHT AVENUE NORTH COUNTY BLVD (SR129) INTERSECTION HIGHLAND CITY, UTAH



VICINITY MAP



HIGHLAND CITY



HIGHLAND CITY COUNCIL

KURT OSTLER
TIMOTHY A. BALL
BRITTNEY P. BILLS
SARAH D. PETERSEN
KIM RODELA
SCOTT L. SMITH

MAYOR
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
GENERAL SHEETS	
G100	TITLE AND INDEX OF SHEETS
SC-01 and SC-02	UDOT PROJECT S-0129(9)7 SURVEY CONTROL SHEETS
DETAILS	
DT101	DETAILS
TYPICAL SECTIONS	
TS101	TYPICAL SECTION
ROADWAY PLAN AND PROFILES	
RD101	ROADWAY PLAN
RP101	ROADWAY PROFILE
GRADING SHEETS	
GR101	RAMP GRADING DETAILS
SIGNING AND STRIPING PLANS	
SS101	SIGNING AND STRIPING PLAN
STANDARD DETAILS	
DTS101 and DTS103	HIGHLAND CITY STANDARD DRAWINGS
DTS201 to DTS203	APWA STANDARD PLANS
DTS301	UDOT STANDARD DRAWINGS

NO.	DATE	REVISION
1	10/1/2021	ISSUED FOR PERMIT
2	10/1/2021	ISSUED FOR PERMIT
3	10/1/2021	ISSUED FOR PERMIT
4	10/1/2021	ISSUED FOR PERMIT
5	10/1/2021	ISSUED FOR PERMIT
6	10/1/2021	ISSUED FOR PERMIT
7	10/1/2021	ISSUED FOR PERMIT
8	10/1/2021	ISSUED FOR PERMIT
9	10/1/2021	ISSUED FOR PERMIT
10	10/1/2021	ISSUED FOR PERMIT

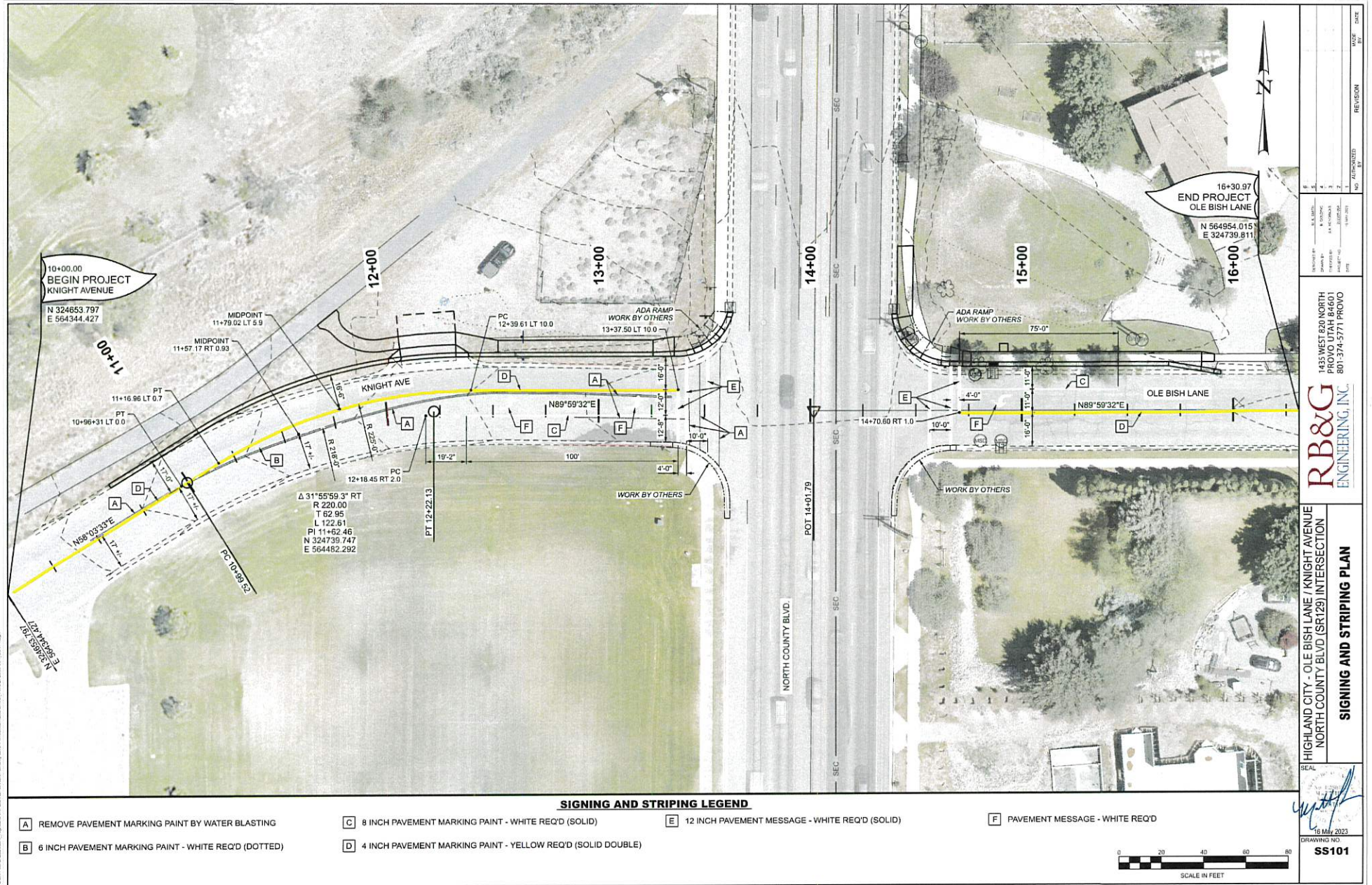
1435 WEST 820 NORTH
PROVO UTAH 84601
801-374-5771 PROVO

RB&G
ENGINEERING, INC.

HIGHLAND CITY - OLE BISH LANE / KNIGHT AVENUE
NORTH COUNTY BLVD (SR129) INTERSECTION
TITLE AND INDEX OF SHEETS

SEAL
16 MAY 2023
DRAWING NO.
G100

UTAH DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
1433 WEST 820 NORTH
PROVO, UTAH 84601
801-374-5771



9.02 BID SCHEDULE

All applicable sales taxes, State, and/or Federal, and any other special taxes, patent rights, or royalties are included in the price quoted in this Proposal. Figures to be typewritten or clearly and legibly printed in ink. LUMP is equal to lump sum, FOOT is equal to linear-feet, SQ. FT. is equal to square-feet, EA is equal to each, and SQ. YD. is equal to square-yard, and CU. YD. is equal to cubic yard.

ITEM	DESCRIPTION	SPEC.	QTY	UNIT	UNIT PRICE	TOTAL
					(MATERIAL & LABOR)	
SCHEDULE A - BASE BID						
1	MOBILIZATION / DEMOBILIZATION	01 71 13	1	LUMP	35,000.00	35,000.00
2	TRAFFIC CONTROL	01 55 26	1	LUMP	19,500.00	19,500.00
3	SURVEY	01 71 23	1	LUMP	4,950.00	4,950.00
4	RELOCATE SIGN	32 01 07	3	EACH	5,500.00	16,500.00
5	REMOVE TREE	02 41 13	3	EACH	1,975.00	5,925.00
6	REMOVE CONCRETE SIDEWALK	02 41 14	1,100	SQ. FT.	4.00	4,400.00
7	REMOVE CONCRETE WATERWAY	02 41 14	33	SQ. YD.	45.00	1,485.00
8	REMOVE CONCRETE CURB AND GUTTER	02 41 14	450	FOOT	12.00	5,400.00
9	REMOVE CATCH BASIN	02 41 13	1	EACH	2,000.00	2,000.00
10	CONCRETE SIDEWALK	03 30 04	1,950	SQ. FT.	9.75	19,012.50
11	CONCRETE DRIVEWAY FLARED, 7 INCH THICK	03 30 04	290	SQ. FT.	16.00	4,640.00
12	24 INCH CURB AND GUTTER	03 30 04	400	FOOT	60.00	24,000.00
13	UDOT TYPE B1 CURB AND GUTTER	UDOT 02776	110	FOOT	65.00	7,150.00
14	GRAVEL DRIVEWAY	32 11 23	275	SQ. FT.	4.50	1,237.50
15	GRANULAR BORROW (SOFT SPOT REPAIR)	31 05 13	50	CU. YD.	125.00	6,250.00
16	GEOTEXTILES - STABILIZATION FABRIC	31 05 19	200	SQ. YD.	9.00	1,800.00
17	OVER EXCAVATION (SOFT SPOT REPAIR)	31 23 16	50	CU. YD.	45.00	2,250.00
18	ASPHALT PAVEMENT TIE-IN (PLAN QUANTITY)	32 12 16.13	306	SQ. YD.	95.00	29,070.00
19	CATCH BASIN	33 41 00	1	EACH	18,500.00	18,500.00
20	RECONSTRUCT MANHOLE	33 05 14	1	EACH	1,850.00	1,850.00
21	RELOCATE FIRE HYDRANT	33 11 11	1	EACH	9,500.00	9,500.00
22	RECONSTRUCT VALVE BOX	33 05 14	5	EACH	950.00	4,750.00
23	REMOVE PAVEMENT MESSAGE PAINT BY WATER BLASTING	32 17 23	10	EACH	72.00	720.00
24	REMOVE PAVEMENT MARKING PAINT BY WATER BLASTING	32 17 23	75	FOOT	11.00	825.00
25	PAVEMENT MESSAGE PAINT	32 17 23	39	EACH	31.00	1,209.00
26	PAVEMENT MARKING PAINT	32 17 23	2400	FOOT	0.90	2,160.00
27	TURF SOD	32 92 00	550	SQ. FT.	2.25	1,237.50
28	CONTRACTOR FURNISHED TOPSOIL (4 INCH THICK)	31 05 13	200	SQ. YD.	11.00	2,200.00
29	ADJUST SPRINKLER SYSTEM	32 84 23	1	LUMP	565.00	565.00
30	SEED AND MULCH	32 92 00	200	SQ. YD.	3.00	600.00

TOTAL OF BID SCHEDULE A:

\$ 234,686.50

TOTAL OF BID SCHEDULE (in written word form):

**\$ Two hundred thirty four thousand.
six hundred eighty six dollars and
fifty cents.**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
None	N/A
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement. .

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown in the following Unit Price Schedule:

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

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01** Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a certified or bank check or a Bid Bond.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: Acme Construction, Inc. (SEAL)

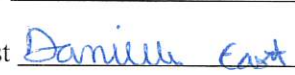
State of Incorporation: Utah

Type (General Business, Professional, Service, Limited Liability): S-Corp

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

Name (typed or printed): Brody Robinson

Title: Vice President (CORPORATE SEAL)

Attest 

Date of Authorization to do business in the State of Utah is 03 / 24 / 1999.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address 170 South 1200 West

North Salt Lake, UT 84054

Phone No. 801-280-1232 Fax No. N/A

SUBMITTED on May 31, 20 23.

State Contractor License No. 238430-5501.



CITY COUNCIL AGENDA REPORT

ITEM #8a

DATE: June 6, 2023
TO: Honorable Mayor and Members of the City Council
FROM: Jay Baughman, Assistant City Administrator
SUBJECT: **RESOLUTION:** Personnel Policy Amendment for Bereavement Leave
TYPE: **GENERAL CITY MANAGEMENT (LEGISLATIVE)**

PURPOSE:

The City Council will discuss draft updates to the City's Personnel Policies in order to adopt rules and procedures required by Utah Code 10-3-1103. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends the Council adopt the proposed changes to the city personnel policies.

PRIOR COUNCIL DIRECTION:

On March 21, 2023, City Council discussed the idea of amending personnel policies to allow leave for employees who experience a miscarriage or stillbirth. Council directed staff to bring back updated policies with language clarifying this.

BACKGROUND:

In 2022, Senate Bill 63 was passed, and later codified as Utah Code 10-3-1103, that mandated the inclusion of a miscarriage of a baby as an occurrence under which a municipal employee is entitled to bereavement leave. This agenda item adds that provision including stillborn births and generally revises the City's Bereavement Leave policy from "Funeral Leave" to allow for more flexibility for an employee who has experienced the loss of a family member. These revisions also allow for more time for employees if the funeral or family needs are out of the state.

FISCAL IMPACT:

No fiscal impact is expected.

MOTION TO APPROVE:

I move that the Highland City Council ADOPT the Highland City Resolution amending portions of the Highland City Personnel Policies related to the requirements of Utah Code 10-3-1103.

ATTACHMENTS:

1. Resolution Amending Highland City Personnel Policies

**A RESOLUTION AMENDING THE CITY OF HIGHLAND CITY COUNCIL
PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, Utah Code 10-3-1103 requires certain employers to provide for at least three work days of paid bereavement leave for an employee following the end of the employee's pregnancy by way of miscarriage or stillbirth;

WHEREAS, the Highland City Council desires to update its existing personnel policies to incorporate and establish the procedures required and allowed by Utah State Law;

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

SECTION 1. The City Council approves and adopts the amendments to the Highland City Personnel Policies and Procedures Manual, attached hereto as Exhibit A.

SECTION 2. Only those portions of the Highland City Personnel Policies and Procedures Manual expressly described and set forth herein are amended; all other sections, policies, and provisions of the Personnel Policies and Procedures Manual not expressly amended herein remain in effect.

SECTION 3. All other versions of the Highland City Personnel Policies and Procedures Manual are hereby superseded and replaced.

SECTION 4. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH,

this _____ day of _____, 2023.

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	☐	☐

EXHIBIT A:

Amendments to Section 19 of the Highland City Personnel Policies

SECTION 19: Leaves of Absence

[Sections 1 through 8 and 10 through 14 unaltered]

9. BEREAVEMENT LEAVE

Following the death of an employee's immediate family members, including spouse, parents, parents-in-law, children (including a miscarriage or stillbirth), children's spouses, grandparents, spouse's grandparents, grandchildren, brothers, sisters, brothers-in-law, and sisters-in-law, or other close relations as approved by the City Administrator, the City Administrator, or designee, shall grant an employee up to three (3) days of bereavement leave with pay to attend in-state funerals or for other needs related to death and five (5) days for out of state funerals or other out-of-state business related to the death. Bereavement leave shall not be charged against accrued annual vacation or sick leave.

**HIGHLAND CITY**

CITY COUNCIL AGENDA REPORT ITEM #9

DATE: June 6, 2023
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, PE
Public Works Director/ City Engineer
SUBJECT: DISCUSSION: Potential Fence Replacement Along Alpine Highway
TYPE: GENERAL CITY MANAGEMENT

PURPOSE:

The City Council will review and discuss a received bid from a contractor to complete the fence replacement project along Alpine Highway. The Council will take no action as this will be a discussion item only.

STAFF RECOMMENDATION:

Staff recommends City Council discuss the potential fence replacement project on Alpine Highway and provide staff guidance if the Council would like to proceed with a potential project and funding sources for the project.

PRIOR COUNCIL DIRECTION:

On April 18, 2023, Council requested that a bid be brought for review prior to any further consideration regarding a possible Alpine Hwy fence replacement project.

BACKGROUND:

With the direction of City Council, staff requested a bid from a contractor for completing the Alpine Hwy fence replacement project. The bid is inclusive of UDOT permits, traffic control, existing fence demolition and removal, a new 6-foot concrete fence, and landscape repair on the City side of the fence. The bid provides for repairing residents' fences that connect to the new fence. The bid does not repair landscaping within the residents' yards.

FISCAL IMPACT:

The contractors bid is: \$1,087,050.50, with a 10% contingency, \$1.2 Million is the recommended budgetary figure for the Council to use in discussion and analysis. No City money has been budgeted towards this project.

ATTACHMENTS:

1. Bid from Contractor
2. Project map



Strong Solutions LLC

117 E 670 N
Fairfield, UT 84013
(801) 372-8288
info@strongsolutionsutah.com

Estimate

ADDRESS

Highland City
5400 W Civic Center Drive Suite 1
Highland, UT 84003

ESTIMATE

DATE

1427

05/29/2023

P.O. NUMBER

Alpine Hwy Theme Wall/Fence

DESCRIPTION	QTY	RATE	AMOUNT
Mobilization	1	75,000.00	75,000.00
Fence Demo and Temp Fence	4,571	37.00	169,127.00
Tree Timming	175	155.00	27,125.00
Pre Cast Sound Wall Installation	4,571	125.00	571,375.00
Traffic Control/ Encroachment Permits 60 days	60	1,675.00	100,500.00
Repair of existing landscape **Excludes Tree Replacement**	137,130	0.95	130,273.50
Repair of existing neighbor tie in fences. Would not include Masonry fences.	42	325.00	13,650.00
Exclusions			
* Utility Conflicts			
* Vac Truck for within 2' of utility (Budget \$9500)			

TOTAL

\$1,087,050.50

Accepted By

Accepted Date



HIGHLAND CITY

**Alpine Hwy Theme
Wall/Fence**

10960 N to 10900 N = 132 ft

10900 N to 10700 N = 1,104 ft

**10670 N to Country Club Dr
= 774 ft**

**10400 N to 10220 N (Earl
Place) = 948 ft**

**10220 N (Earl Place) to
10130 N (West Park Rd) =
633 ft**

**10130 N (West Park Rd) to
10000 N (End of Fence) =
980 ft**

Total Length = 4,571 ft

Alpine Hwy Theme Wall/Fence

