NEXT

HIGHLAND CITY COUNCIL AGENDA
Tuesday, September 5, 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 – Rajan Zed, President, Universal Society of Hinduism
Pledge of Allegiance – Council Member Kim Rodela

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. **Health Department** – *Aislynn Tolman-Hill, Public Information Officer* **(7:10 pm - 15 min)**
The Council will hear a presentation regarding contaminants in secondary water.

b. **Highland Fling** – *Robin Wise, Civic Events Coordinator* **(7:25 pm - 15 min)**
The Council will hear a presentation on the 2023 Highland Fling "Our Slice of Paradise". The presentation will include a recap of events and a financial report.

3. CONSENT ITEMS (7:40 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 – July 18, 2023

b. **ACTION/RESOLUTION: Lone Peak Public Safety Board Appointment** *General City Management – Kurt Ostler, Mayor*
The City Council will consider the appointment of Kim Rodela as an alternate to the Lone Peak Public Safety District Board of Directors. The Council will take appropriate action.

c. **RESOLUTION: Update to the Lone Peak Interlocal Agreement** *General City Management – Rob Patterson, City Attorney*
The City Council will hold a public meeting to consider updates to the Lone Peak Interlocal agreement. The Council will take appropriate action.

d. **RESOLUTION: Reorganization of Timpanogos Special Service District** *General City Management – Rob Patterson, City Attorney*
The City Council will hold a public meeting to consider approving the resolution supporting the reorganization of the Timpanogos Special Service District (TSSD) in becoming an Independent Service District separate from Utah County. The Council will take appropriate action.

4. PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT - SENSITIVE LANDS *Development Code Update (Legislative) – Rob Patterson, City Attorney* (7:45 pm - 15 min)

The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend certain sections of the Development Code and to adopt a new chapter 8 in the Development Code related to the regulation of development on sensitive lands. The City Council will take appropriate action.

5. ACTION: PRELIMINARY PLAT – MAGNOLIA ESTATES *Land Use (Administrative)* - Jay Baughman, Assistant City Administrator/Community Development Director (8:00 pm - 30 min)

The City Council will consider a request by the developers for preliminary plat approval of an 8-lot subdivision in the R-1-40 Zone located south of 4697 W. 11200 N. The City Council will take appropriate action.

6. ACTION: CHANGE ORDER #1 WITH VANCON, INC. FOR PI WELL MODIFICATIONS *General City Management – Andy Spencer, City Engineer/Public Works Director* (8:30 pm - 10 min)

The City Council will consider a change order with VanCon Inc. at Well #4 to facilitate a connection to the pressurized irrigation system from the existing culinary well. The Council will take appropriate action.

7. ACTION: CONSTRUCTION CONTRACT WITH ECKLES PAVING FOR 11830 N *General City Management – Andy Spencer, City Engineer/Public Works Director* (8:40 pm - 10 min)

The City Council will consider approving a construction contract with Eckles Paving for the removal and replacement of the asphalt for a cul-de-sac located at approximately 6023 W. 11830 N. The Council will take appropriate action.

8. EXPEDITED ITEMS

a. **RESOLUTION: Vacancy Voting and Appointment Procedures** *General City Management – Rob Patterson, City Attorney* **(8:50 pm - 10 min)**
The City Council will consider the adoption of an amendment to establish procedures for the interviewing, voting, and appointment of candidates to fill a council office vacancy. The City Council will take appropriate action.

b. **ACTION: PI Meter Construction Contract change order for continuation**

of PI meter installation with Hydro Vac Excavation, LLC *General City Management – Andy Spencer, City Engineer/Public Works Director* **(9:00 pm - 5 min)**
The City Council will consider approving a change order to the construction contract with Hydro Vac Excavation, LLC for the continuation of the Pressurized Irrigation Meter installation project. The Council will take appropriate action.

9. DISCUSSION: CEMETERY MAINTENANCE BUILDING *General City Management – Andy Spencer, City Engineer/Public Works Director* (9:05 pm - 15 min)

The City Council will discuss the installation of a cemetery maintenance building. The Council will take appropriate action.

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. **Alcohol Information Session** – *Erin Wells, City Administrator* **(9:20 pm - 20 min)**

b. **PI Long Term Obligations** – *Andy Spencer, City Engineer/Public Works Director & Tyler Bahr, Finance Director* **(9:40 pm - 10 min)**

c. **Financial Report** -*Tyler Bahr, Finance Director* **(9:50 pm - 5 min)**

d. **David Stewart Contract** – *Andy Spencer, City Engineer/Public Works Director* **(9:55 pm - 15 min)**

e. **Folkman Angel** – *Stephannie Cottle, City Recorder* **(10:10 pm - 5 min)**

f. **Day of Service** – *Andy Spencer, City Engineer/Public Works Director* **(10:15 pm - 5 min)**

g. **Future Meetings** **(10:20 pm - 5 min)**
- September 12, Special City Council Meeting 6:00 pm, City Hall
- September 13, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
- September 19, City Council Meeting, 7:00 pm, City Hall
- September 26, 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 31st of August, 2023. **Stephannie Cottle, CMC, City Recorder**

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

HIGHLAND CITY

HIGHLAND CITY COUNCIL MINUTES

Tuesday, July 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 Sarah D. Petersen

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:03 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Council Member Kim Rodela and those in attendance were led in the Pledge of Allegiance by Council Member Sarah D. Petersen.

PRESIDING: Mayor Kurt Ostler

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

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, 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, Doug Cortney, Annette MacPherson, Brad Walton, Mark Niebergall, Mark Hafen, Athina Riddell, Chirine Wadsworth, Boyd Timothy, Linda P. Walton, Paulette Santiago, Wesley Warren, Rudy Kilburn, Barbara Kilburn, Helene Pockrus, Juanita Alvarez, Daniel Wadsworth, Spencer Clegg, Annastasia Wadsworth, Rob MacPherson, Kevin Long

1. UNSCHEDULED PUBLIC APPEARANCES

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

Rob MacPherson discussed cameras that have been installed by Alpine City on the boundary between Alpine and Highland. He read from a recent edition of the Alpine Newsline, which stated that although Alpine is an exceptionally safe place to live, crime still occurs, including several vehicles being stolen from Alpine in recent years and a home invasion last fall. To assist in deterring, preventing, and solving crimes, license plate readers were installed at the boundary between Alpine and Highland. He stated that he has noticed six cameras have been installed, two on West Field Road, two on Alpine Highway, and two on 4800 West. He spoke with City Administrator Wells last week who confirmed that three of the six cameras have been installed. He also spoke with Alpine Mayor Carla Merrill, who confirmed that she had spoken with Highland Mayor Kurt Ostler to get his input and determine if Highland would like to contribute to the project, and according to Mayor Merrill, Mayor Ostler 'turned her down' because of the cost. He stated that his concern is that the license plate readers can invade the privacy of nearby property owners, but he has been told they have been adjusted in a manner to prevent that. He cited five main points that he is most concerned with:

1. Highland holds public lands in trust with corresponding fiduciary duties to the occupants.
2. If the cameras are going to be used by another city, Highland should charge that other city for use of Highland property.
3. Highland residents do not want the cameras and they should be moved into Alpine.
4. The number and types of crimes cited by Alpine will not be impacted by the cameras; thieves will steal cars and license plate cameras will not help.
5. The one thing the cameras do not address is a resident of Alpine stealing something from another resident of Alpine; they will not cross the cameras unless Alpine residents do not commit crimes.

Mayor Ostler stated there is an agenda item tonight dealing with the locations of the FLOCK cameras and he will move that item up on the agenda to follow the consent agenda.

Linda Walton stated she has been working with the Red Cross today on a blood drive in Provo; they had hopes to have about 150 people donate, but only 35 showed up. Utah County is having a real problem with a lack of blood donations, and she would encourage anyone that can do so to donate blood.

Chirine Wadsworth stated she is here to thank the Council for their patience. As of June 30, Alpine Food Storage has moved out of its location at her home and is officially open in its American Fork location. She stated that many in Highland City are angry at the Council for kicking them out of their home location, but she has communicated to those residents that that Highland City has been great to them and given them opportunities to expand and grow their business. She is grateful to still live in Highland.

Mark Neibergall stated that he often runs and bikes on trails in the community and he is concerned about the safety of trail crossings; he has had two close calls on 6000 West and has observed other dangerous situations on the trails in Pleasant Grove. He has been watching for meeting minutes to see a report on trail crossing improvements.

Mayor Ostler stated the Council received a presentation from a consultant regarding a traffic calming study and recommendations for improving safety of trail crossings. They will continue to discuss the issue with the consultant in preparation for adopting a traffic calming toolbox. Mr. Neibergall stated it is his proposal to flip the stop signs so that they are observed by vehicles rather than pedestrians or cyclists.

Helena Pockrus requested that a tree on 6800 West near the stake center be trimmed; there are a few limbs that are blocking the view of a stop sign.

2. CONSENT ITEMS

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a. Approval of Meeting Minutes *General City Management – Stephannie Cottle, City Recorder*
Work Session & Regular City Council Meeting – May 16, 2023

b. Library Board Appointment *General City Management – Donna Cardon, Library Director*
The City Council will consider the re-appointment of Jessica Anderson and Kim Rodela to the Library Board. The Council will take appropriate action.

c. ORDINANCE: Approval and Ratification of City Administrator Agreement *General City Management – Rob Patterson, City Attorney*
The City Council will hold a public meeting to consider adopting an ordinance approving and ratifying the City's existing contract with Erin Wells as City Administrator. The Council will take appropriate action.

Council Member Smith stated he would like to remove item 2c from the consent agenda.

Council Member Rodela indicated she will recuse herself from voting on item 2b.

Council Member Scott L. Smith MOVED to approve consent item 2a. approval of meeting minutes for May 16, 2023; 2b. Library Board Appointment of Jessica Anderson & Kim Rodela

Council Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

Council Member Smith stated that he is not opposed to the previous agreement, and he wished to publicly state that the City Administrator is doing a great job, but he asked why the Council must approve an ordinance for her agreement and not for other appointed officials. He asked why the action is not being handled via a resolution. City Attorney Patterson explained the City typically appoints officers, including the City Administrator, Finance Officer, and City Engineer by resolution. The City Administrator has been appointed by the Council already, but the ordinance before the Council deals with the contract for the City Administrator, not her appointment. He noted that the City does not have employment contracts for its other appointed officials. He noted this matter has arisen due to a recent dispute between a City Administrator and their Governing Body in another municipality and one of the arguments the City made was that it was not liable to abide by the contract because it was not approved by ordinance, even though it had been approved and signed by the Mayor of that City and had been relied upon by all parties. To avoid something similar happening to Highland, it was his recommendation that Ms. Wells' agreement be approved by ordinance. Council Member Smith stated that ordinances are used to adopt a law in the City, and he wondered why a resolution is not being used to adopt the agreement. Mr. Patterson stated that any City issue can be handled by ordinance, but only some things can be handled by resolution; the form does not matter too much for the purposes of this action item. Council Member Smith asked if this needs to be done for any other appointed officer in the City, to which Mr. Patterson answered no.

Council Member Scott L. Smith MOVED to approve consent item c ordinance to approve and ratify the agreement with the City Administrator, Erin Wells.

Council Member Sarah D. Petersen SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

Mayor Ostler then moved to agenda item 9b on the agenda.

9. 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.

b. Lone Peak Public Safety ILA – *Erin Wells, City Administrator*

City Administrator Wells summarized the following proposed changes to the Lone Peak Public Safety District (LPPSD) Interlocal Agreement (ILA):

- Clarification on who fills in/votes/Chairs the Board:
  - Current board makeup
  - Can only fill in for respective City
  - Chair votes when they are filling in for the absent chair
- Quorum Clarification:
  - Three minimum including minimum of one from each City
- Clarifying the rotation of the Chair:
  - Has been in practice rotated every other year

She then noted that the ILA must be adopted by the City Councils in both Highland and Alpine and depending upon feedback from Alpine, the agreement could be amended further before it is brought back to the Council for action in a future meeting. She noted that Highland does pay more than Alpine, roughly two-thirds of the total funding for the District. She noted she is open to thoughts from the Council regarding appropriate amendments to the ILA.

Council Member Bills stated she would like to know how Alpine feels about the terms of the ILA relating to the Chair of the Board of the District. Council Member Rodela stated she would also like that information and would like more time to think about the agreement.

Council Member Smith stated it is much more cost effective to share public safety costs with Alpine and while Highland does pay two thirds of the cost of the District, it is a compromise to split makeup of the board 50/50. He stated he feels that the District's Board has functioned well. Mayor Ostler stated that it is working, but there has been some confusion in the past regarding the Council's role on the District's annual budget. Ms. Wells agreed and stated that it can be awkward for staff to present a budget to the Council that has already been approved by the District Board; she asked if the Council would like to discuss the budget earlier in the process before the District Board takes action.

c. **Police Data Report** – *Brian Gwilliam, Police Chief*

Police Chief Gwilliam shared a presentation he has made to the Lone Peak Public Safety District (LPPSD) regarding call volume and caseload in the District dating back to January of 2023. There was a brief discussion among the Council and Chief Gwilliam regarding the responsibility for patrolling the state roads that are located in the District. The Council thanked Chief Gwilliam for the report and information provided.

d. **Alpine City License Plate Cameras** – *Erin Wells, City Administrator*

City Administrator Wells discussed the placement of Flock cameras near the borders between Alpine and Highland City; she presented maps identifying the locations of the cameras and discussed the purpose of the cameras according to a policy that has been adopted by Alpine in accordance with Utah Law. The idea is to help respond to and solve crimes that have occurred. Access to the data collected by the cameras is heavily controlled and "shall only be used for official and legitimate law enforcement business" according to Utah Code 41-6a-2003. The cost of the cameras has been borne by Alpine City and have been placed within Alpine City boundaries, except 2 cameras; one which was placed within Highland's boundary, but it will be relocated. The other camera is in an area that could be annexed into either Alpine or Highland. She discussed the option of developing an interlocal agreement (ILA) between both cities to outline Alpine's responsibilities regarding the cameras and maintenance of surrounding property. She then presented examples of photographs that have been captured by the cameras and indicated she is open to discussion about the issue.

Mayor Ostler asked Chief Gwilliam to provide his feelings about the Flock cameras. Chief Gwilliam stated that he was approached by a member of the Alpine City Council about installing cameras provided by a different vendor; he did not believe the arrangement would be beneficial, so he recommended Alpine reach out to Flock instead. He has been aware of this vendor and some of their success stories and indicated he is supportive of the program from a crime-solving standpoint. This led to discussion among the Mayor, Council, and Chief Gwilliam regarding likely routes of travel between Highland and Alpine and the manner in which the cameras can be used to curb or solve crimes; Chief Gwilliam discussed access to and retention of images captured by the cameras, noting he feels that the system is very secure and should not cause concern regarding a violation of privacy of motorists driving on the roads. He suggested that the use of the cameras in Alpine be monitored for a few months and discuss whether it would be advantageous to install additional cameras in Highland.

Council Member Bills stated she is not sure that she is comfortable with cameras being located in Highland; she asked that staff of both cities work together to ensure they understand the boundaries between the City to make sure that all existing cameras are located within Alpine. Council Member Rodela indicated she is comfortable the cameras remaining in the locations where they have been placed. Council Members Bills and Peterson agreed.

3. PUBLIC HEARING/ORDINANCE: TEXT AMENDMENT – PLANNING COMMISSION VOTING *Development Code Update (Legislative) - Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend Article 2 Planning Commission in the Development Code to add the requirement that the majority of the Planning Commission must be in favor in order for a motion to pass. The City Council will take appropriate action.

Planner & GIS Analyst Smith explained at the City Council meeting on May 2, 2023, a couple of Council Members expressed their concern with a Planning Commission vote passing without the majority of the Commission being in favor. The City Attorney stated that it was an issue of quorum versus majority voting in order for an item to pass; the City Code does not address the issue, so the default is that a majority of those present is needed in order for an item to pass rather than a majority of the total makeup of the Commission. The Council briefly discussed the issue and communicated that an amendment to the code is appropriate to ensure clarity on the number of votes needed for a motion to pass. The proposed amendment adds the following wording to Section 2-205 Duties and Powers in Article 2 Planning Commission in the Development Code:

- The minimum number of affirmative votes required to make a recommendation to the City Council, or any other approval as outlined in this Code, shall be a majority of the members present but shall never be less than four (4) affirmative votes.

The Planning Commission held a public hearing on June 27, 2023. There was no resident comment. The Planning Commission discussed the difference between applications that are approved by the Planning Commission versus applications where the Planning Commission is only the recommending body to the Council. Commissioners expressed not wanting to hold up applicants if they were only the recommending body on their applications. One Commissioner wanted to keep the wording of the existing code and only require the majority of those present for a motion to pass. The Planning Commission voted five to one to recommend approval of the proposed amendment with the change that on applications where the Planning Commission is the approval body, the majority of the Commissioners must be in favor for a motion to pass (minimum of four (4) Commissioners); however, on applications where the Planning Commission is only the recommending body to the City Council, only the majority of Commissioners present must be in favor for a motion to pass (minimum of three (3) Commissioners if only four (4) are present).

Council Member Smith stated he is appreciative of the City's Planning Commission; however, he noted that it is a seven-member body and there have been several times when there are only four members present. The position is a paid position, and it is important that a majority of the members are present at each meeting to vote on important issues. He is disappointed that some Planning Commissioners, including alternate members, do not feel it is important to attend meetings and vote. He added the State Legislature has amended land use laws in the State that have given Planning Commissions increased authority and he wanted to be sure the Planning Commission is made up of people who are willing to sacrifice in order to attend all meetings and ensure there is a majority present for all votes that the body takes.

Mayor Kurt Ostler opened the public hearing at 8:23 p.m.

Doug Courtney stated that if only four or five Commissioners are attending meetings, perhaps other individuals should be appointed to the Planning Commission. He echoed the concerns expressed by Council Member Smith and suggested that the Council approve the amendment recommended by staff; otherwise, the message is being sent that the Council is not concerned by the failure of some Commissioners to attend meetings.

Mayor Kurt Ostler closed the public hearing at 8:24 p.m.

Mayor Ostler noted it is important to understand that a few Commissioners have experienced some serious health issues over the past few months; one of these individuals had consistently attended all meetings before falling ill. He stated that it would be his recommendation that for a first-time member of the Commission their initial appointment term be just one year, and then the term can be extended to four years after the first year and an understanding of the individual's commitment to their position. He reiterated Council Member Smith's comments about adjustments to State Laws that will remove some authority from the City Council and assign it to the Planning Commission; he emphasized it is important for the Commission to have a quorum present to vote on the actions before them. Council Member Smith agreed and reiterated there are alternate members of the Commission, and they could be asked to attend if a Commissioner was going to be absent.

Council Member Kim Rodela MOVED that the City Council APPROVE the proposed amendment to Section 2-205 Duties and Powers in the Development Code to add the requirement that the majority of all Planning Commissioners must be in favor in order for all decisions for a motion to pass.

Council Member Sarah D. Petersen SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

4. RESOLUTION/ACTION: COUNTRY FRENCH NO BUILD POLICY *Land Use (Legislative) - Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public meeting to consider a request by Tim Frantzen in the Country French subdivision to allow for vertical construction in the 80' No Build Zone. This amendment would allow stairs attached to the main dwelling to be 65' from the back property line. The Council will take appropriate action.

Planner & GIS Analyst Smith explained in 2005, an 80-foot no-build restriction was included in the final approvals for the Country French Subdivision along lots 1-11 on Plat A and lots 42-52 on Plat B. In 2017, the property owners for Lot 6 began the construction of a pool and a 14' retaining wall without receiving a building permit. On October 3, 2017, after three Council meetings and one public hearing, the Council adopted a policy related to the issuance of building permits for below grade and ground level structures in the no build easement. The policy allows for below grade and ground-level structures, such as pools and sports courts, provided there is a 50-foot setback from the rear property line. Retaining walls over four feet as well as vertical structures such as garages, workshops, pool houses, etc., are not permitted in the 80' from the back property line. The Council also approved a Development Agreement between the City and the owner of Lot 6. This Development Agreement allowed the owner to keep the retaining wall, and finish construction of the pool which was 30 feet from the rear property line. On March 16, 2021, the Council heard another request from a resident to reduce the setback for below grade and ground-level structures to 42 feet from the property line rather than 50 feet. After receiving a letter from the Bull River HOA stating that a majority of the responses from residents was to allow this change in setback, the City Council approved the request to amend the resolution adopted in 2017. Ms. Smith then noted Tim Frantzen submitted a building permit for a new home located at 11282 N Normandy Way in the Country French subdivision. The Building Department provided comments referencing the adopted resolution defining the 80 foot No Build Zone and stating that the building plans were not compliant. The builder and landscaper requested to meet with City Staff to discuss. The Building and Planning departments met with them and explained what the process would look like if they wanted to request a change in interpretation of the policy. The builder decided to change the site plan to be consistent with the policy and the building permit was issued. Inspections for setbacks, footings, and foundation have since passed. The property owner, Tim Frantzen, came to the City Offices to meet with planning to see what his options were to add the stairs back onto the plan. In June of 2023, Mr. Frantzen submitted a formal request to amend the Resolution to allow for the stairs. Ms Smith provided an illustration showing the encroachments into the 80 foot no build zone, after which she concluded staff recommends the City Council hold a public meeting, discuss the issues, and approve or deny the request to amend the no-build policy. To amend the policy a new resolution would need to be adopted.

Council Member Smith stated he was involved when the 2021 agreement was approved and he recalls that one allowance that was made was for ground level improvements, such as pools or patios, being within 42 feet of the property line. Ms. Smith stated that is correct; in 2021, the 50-foot requirement was reduced to 42 feet. Council Member Smith stated that he feels that an 80-foot easement is wide, and the current applicant is asking to build their pool and a slide that will be 65 feet from the property line. Ms. Smith stated that is correct; the current resolution allows for a pool to be 42 feet from the property line, and it also allows for an above ground slide, as long as the slide is in between the pool and the home. Council Member Smith stated the HOA has indicated they are comfortable with an adjustment for one lot in the development, but they do not want the no-build easement changed again; he asked if the Council can offer an exception for one lot without formal consideration of a variance. City Attorney Patterson stated that this situation would not qualify for a variance and that is why staff has not suggested the applicant pursue a variance; approving the request would be the City carving out an exception to a policy that interprets a plat note with no definition. He stated there is a great deal of 'legal gray area' regarding the no-build zone or easement and the City could theoretically grant an exception for this home, but that feels inconsistent to him.

Council Member Bills asked if these types of issues should be referred to an appeal authority rather than the City Council. Ms. Smith stated that the City Council has actually adopted a resolution regarding this type of issue and that is why the request for an exception to the policy has been referred to the Council. Council Member Smith noted the current City Council voted on the most recent amendment to the policy in 2021. Mr. Patterson likened this situation to the open space maintenance agreement policy the Council has approved and given residents the ability to modify or use City property. He stated in this situation, the City has some kind of interest in an 80-foot strip of land all the way around the subdivision and the City gets to decide what should be allowed and prohibited in that area. He then read notes from a Planning Commission meeting in 2006 to give the Council the full picture of the contention surrounding this issue and the concessions that were made by both the developer and the City regarding the no-build zone; there was confusion about the regulations for the no-build zone and staff attempted to clarify those regulations in a policy that was presented to the Council and adopted in the form of a resolution. He reiterated Ms. Smith's explanation of the changes that have been made to the policy or specific agreements that have been approved between the City and property owners in the Country French development for adjustments to the no-build zone, with approval from the HOA.

Brad Walton stated he is the President of the Bull River HOA and he has been a resident there for 32 years; he is very familiar with the history of this issue. He stated that the concern regarding this subject property was raised by Ms. Smith after the Frantzens communicated their desire to encroach into the 80-foot no-build zone with their pool. The current resolution states that a below grade pool can be located within 42 feet of the rear property line; the Frantzens would also like to install a set of stairs from their home that would encroach 15 feet into the no-build zone. He noted he has spoken with the property owners around the Frantzen property and none of them are concerned with this type of variation. He noted that even though this is the last property to be developed, many of the neighbors in Country French estates have added pools and other features to their yards after their home was built and the HOA did not want the City to vacate the current policy and abandon protection of the no-build zone. He stated that he still would like the City to uphold the policy because it does protect quality of life for residents in the project; he is not concerned about below grade improvements being built in the no-build zone, or even with an above ground slide between the pool and the home. He also has no problem with the Frantzen's landscape design, but he does not want the City to vacate the policy, which would make it possible for any property owner to do anything they would like within the 80 foot strip. This led to discussion between the Council and Mr. Walton regarding the potential for approval of the Frantzen's request to set a precedent that would lead to other residents requesting similar consideration; Mr. Walton stated that is a possibility that he is concerned about.

Mayor Ostler asked why the City cannot simply approve an agreement that is specific to the Frantzen property. Mr. Patterson stated that is because there is an agreement that was approved at the same time that the resolution/policy was approved. The City has approved separate agreements in the past to address specific improvements that would result in a benefit to the City. He stated that Ms. Smith has crafted an ordinance that would allow for improvements, including stairs, to be built within the protection area.

Mayor Ostler inquired as to standard setbacks for projects not governed by an HOA. Ms. Smith stated that rear setbacks would be 30-feet and side setbacks would be 15-feet. Mayor Ostler asked how Bull River obtained approval of an 80-foot setback or no build zone. Mr. Walton stated that Bull River has large lots, with a minimum lot size of two acres; the City's concern was that if the project was developed as an open space development, the 80-foot strip would provide a buffer between the two developments; if the French Country project were developed in accordance with standard setbacks, it could have had a negative impact on the Bull River project. He cited past retaining wall improvements installed on some of the properties that have led to litigation between property owners. He reiterated that his main concern is the City eliminating the policy and the requirement for the 80-foot easement, because this would eliminate the protection of that land. Ms. Smith stated that staff would recommend specific adjustments to the policy, not elimination of the policy; one recommendation is to allow stairs that would encroach 15-feet into the 80-foot no build zone. Mr. Walton stated he is comfortable with the adjustment to allow for stairs that are attached to the primary dwelling on the property.

Mayor Ostler invited input from others in attendance.

Kevin Long stated that he also participated in the original discussion of this issue; the concept of allowing Bull River to have power over the 80-foot no build zone was not the intention. There was discussion between Bull River and the Country French developer about a plan that was friendly to all parties. There were two other things that were agreed upon: a trail easement and open space, but both of those have since disappeared. He also is not concerned about allowing stairs that are attached to the home, but the intention of the no-build zone was to prevent residents from building a structure within the area. It is important to have softness between developments and he is not concerned with slight exceptions on individual properties that are considered on a case-by-case basis. The goal should not be complete control of a property owner, but anyone who buys a property with an easement or protection strip should be aware of what is allowed in that area.

Council Member Smith stated that the Country French subdivision has multi-million-dollar homes, and these homeowners should be allowed to build stairs on the back of their home. He is concerned about any agreement that would allow one neighborhood to have control over another neighborhood. Mr. Long agreed; he believes the Frantzen's have approached this situation in an appropriate manner.

Mayor Ostler then asked Mr. Long to thank the residents of Bull River for their efforts to keep the water channel running through their neighborhood clear during recent flooding events this spring.

Council Member Kim Rodela MOVED that the City Council approve the proposed amendment to Resolution 21-04 to allow stairs attached to the main dwelling to be 65' from the back property line based on the following findings discussed in the packet.

Council Member Sarah D. Petersen SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

5. ORDINANCE: TEXT AMENDMENT – MOBILE HOMES AND TRAILERS

Municipal Code Update (Legislative) Haley Bono, Code Compliance & Rob Patterson, City Attorney

The City Council will hold a public meeting to consider a proposal by Highland City Staff to amend Chapter 15.16.010 Mobile Homes and Trailers of the Municipal Code relating to the habitation of mobile homes and trailers. The City Council will take appropriate action.

Code Compliance Officer Bono explained on June 20, 2023, a communication item was presented by the City Attorney regarding whether to prohibit all uses of mobile homes and trailers by way of a text amendment that would be brought to the City Council at a future meeting. The Council supported the proposed amendment. She provided background information regarding the subject matter; Highland City has received a number of complaints regarding the illegal occupation of mobile homes. The Municipal Code currently prohibits any resident or guest from sleeping in a mobile home or trailer for any length of time. However, the current wording of the ordinance is difficult to enforce due to the interpretation of "human habitation" to mean "sleeping" and the specification as to non-code compliant vehicles. Outside of a scheduled inspection or court approved warrant, there is no way to prove whether someone is "sleeping" in a mobile home. In addition to the difficulty of enforcement, there are several other ways mobile homes are being used outside of "human habitation":

- Example 1 – *Home Occupation/Hobby Space*
  - One complaint was received on May 2, 2023, and after inspection staff was informed that the individual was not "living" in the mobile home but using the mobile home as a place to pursue his hobby of wood working. This required the individual to "turn the wood" at early hours in the morning such as 2:00 or 3:00 AM, but they were not sleeping in the unit.
- Example 2 – *Housing of Animals/Pets*
  - Another mobile home has received multiple complaints. One complaint was received May 9, 2023. After inspecting the mobile home, it appears to be connected to the main dwelling's utilities, and a fence has been installed at the entrance. Staff was informed by the homeowner that the mobile home is being used for their dogs, and that no one is "living" there.
- Example 3 – *Personal Office Space*
  - This mobile home has also received multiple complaints; the first one documented on March 14, 2022. After an inspection it appears that the mobile home is attached to a generator. The last time the homeowner was spoken to, they said that the individual uses the mobile home as a home office and does not live or sleep there.

These examples have highlighted potential challenges and concerns associated with the current code regarding the habitation of mobile homes within Highland City. Staff recommends updating the code to clarify the habitation issue and further restrict the occupation of mobile homes campers, RVs, and trailers in Highland City. The proposed amendment clarifies that mobile homes and trailers cannot be occupied for any reason.

Council Member Bills asked if these ordinance amendments would prohibit Ernie John from living in a trailer at the mouth of the canyon during times of flood risk. Mayor Ostler provided an explanation for the reason that Mr. John lives in the trailer for a short period of time. City Administrator Wells stated that some language could be included in the ordinance to provide an exception for emergency situations requiring someone to stay in a trailer on public property.

Council Member Smith stated that there was a situation where someone was staying in a trailer on the side of the street in his neighborhood and the person was discharging their water and sewer into the storm drain. He is also aware of people using a trailer for an accessory dwelling unit. It is important to recognize the real, negative impact that these activities have on neighboring property owners. He asked how City staff will monitor these activities and determine if someone is using a trailer illegally. Ms. Bono stated that the only way to enforce the ordinance is to determine how a trailer is being used; when she receives a complaint, she will check if a trailer is connected to the utilities for the home or being powered by a generator. She will also attempt to interview the property owner of someone who is present at the trailer. It can be difficult to verify if someone is sleeping in a trailer.

There was brief discussion about allowing trailers to be parked on a residential property as long as it is not being used for long term residential purposes.

Mayor Ostler invited input from those in attendance.

Boyd Timothy suggested the Council be careful in crafting language for this ordinance; he noted he recently rented a trailer that was at his home for three days, but he only needed it for two days. His daughter thought it would be fun to stay in the trailer on the night that he was not using it and he allowed her to do so, and he would hate for enforcement action to be taken for that type of activity. He understands the need to prevent long term usage of a trailer for residential purposes and suggested the language in the ordinance be adjusted to communicate that is the type of behavior the City is trying to deter. Mayor Ostler agreed; flexibility is appropriate. City Attorney Patterson noted the ordinance does provide for temporary loading/unloading of trailers and maintenance activities, and he does not believe enforcement action would be taken if someone stays in a trailer for just one night. He added that code enforcement is complaint driven and it typically takes up to two weeks for the City to respond to and issue a warning for a violation. If someone is staying in a trailer for just one night, the violation would not be present by the time a code enforcement officer can respond.

Helena Pockrus stated she has a neighbor who rented their home and one of the people who rented it brought three RVs to the property and her kids stayed in the RVs for the entire summer. The property was essentially converted to a trailer court for that period of time and the argument was made that the activity was not prohibited by City ordinances. She asked how the City would address this type of situation. Ms. Bono reiterated that code enforcement is complaint driven; after receiving a complaint of this type of situation, she would visit the property and issue a warning notice. If the property owner does not comply with the notice, she can issue two additional notices before referring the matter to the Police Department. She noted the process is lengthy, but the goal is compliance rather than punishment.

Council Member Brittney P. Bills MOVED that City Council APPROVE the REVISED proposed amendment to Chapter 15.16 of the Municipal Code relating to the occupation of mobile homes and trailers.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

6. ACTION/CONTRACT: FRANCHISE AGREEMENT WITH UTAH BROADBAND *General City Management – Rob Patterson, City Attorney*

The City Council will consider a franchise agreement with FIF UTAH, doing business as Utah Broadband, for the installation of fiber optic cable and associated facilities within Highland City streets and other rights-of-way. The City Council will take appropriate action.

City Attorney Patterson explained on February 7, 2023, City Council held a work session to hear a presentation from Utah Broadband (UBB) regarding their operations and a potential partnership to provide fiber optic cable throughout Highland City. The City Council tabled further consideration of any franchise agreement or partnership arrangement in order to more thoroughly investigate the City's options regarding the City's potential partnership with a provider for a city-wide fiber network. After further consideration, the Council directed that all pending franchise agreements be brought back for Council review, which included a franchise agreement with UBB. The proposed franchise agreement contains basic terms and conditions as the City requires for all similar agreements and as the City requires by municipal code, including terms requiring construction and excavation permits, requiring the franchisee to comply with all safety, traffic, and barricading requirements, requiring the franchisee to repair and restore all property (city or otherwise) damaged by the franchisee in installing their facilities to the city's satisfaction, indemnification provisions protecting the City, emergency work and notices, relocation requirements, and more. The term of the agreement is 15 years, subject to automatic renewal up to 50 years, and terms regarding renegotiation of the franchise agreement prior to termination or expiration. There are terms regarding payment of a franchise fee or municipal telecom tax (if applicable), if and when the City imposes a franchise fee on similarly situated entities. Finally, there are provisions regarding a potential partnership between UBB and the City for a city-wide fiber network, which would require UBB to count all customers as part of the "take-rate" of any such partnership arrangement. UBB requested that the City be willing to negotiate whether and to what extent the cost of existing facilities installed by UBB be counted toward such "take-rate." This will only become an issue if the City decides to proceed with some type of partnership with UBB. Mr. Patterson concluded staff recommends approval of the Franchise Agreement with Utah Broadband for the installation of their facilities within Highland City rights-of-way.

Council Member Smith inquired as to the franchise fee UBB will pay to the City. Mr. Patterson stated that for a standard telecommunications company, the City imposes a municipal telecommunications tax, which is currently 3.5 percent according to State Law. However, UBB may not be defined as a standard telecommunications company if they are only providing internet access. He has been encouraging his municipal clients to include a provision in their franchise agreements to provide for collecting a franchise fee when legally allowed. He included a similar provision in the UTOPIA agreement, and this will give the City the ability to tax internet providers to compensate for the impact and damage to City roads when such a charge is allowed by law.

Mayor Ostler stated that Bountiful City is involved in legal proceedings regarding their arrangement with UTOPIA and he asked Mr. Patterson to research that matter to determine if Highland City may be facing a similar risk. Mr. Patterson stated he is not aware of that case, but will research it.

Council Member Scott L. Smith MOVED that City Council APPROVE the franchise agreement with Utah Broadband.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

7. EXPEDITED

a. ACTION: Maintenance Agreements – Canterbury North & Highland Hollow *Land Use (Legislative) - Kellie Smith, Planner & GIS Analyst*

The City Council will hold a public meeting to consider requests by Troy Stott, Brent Wallace, and Jeremy and Sara White to enter into open space maintenance agreements with the City for property adjacent to their lots in the Canterbury North and Highland Hollow subdivision. The Council will take appropriate action.

Mayor Ostler referred to the Council packet for an explanation of these items and the Council indicated they did not need additional information or a staff presentation on this item.

Council Member Smith referenced the maintenance agreement for Brent Wallace; Mr. Wallace has indicated he will be hand watering the area that is the subject of the agreement and he asked if that watering will be done with pressurized irrigation water. Planner & GIS Analyst Smith stated she is unsure whether Mr. Wallace is using culinary or irrigation water. City Administrator Wells stated staff can communicate to Mr. Wallace that he should be using irrigation water for outdoor watering activities.

Council Member Kim Rodela MOVED that City Council authorize staff to execute an open space maintenance agreement with Troy and Karima Stott subject to the following stipulation:

1. *All improvements shall be consistent with the proposed maintenance plan submitted with the application dated July 3, 2023.*

Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball *Absent*
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 4:0.

Council Member Brittney P. Bills MOVED that City Council authorize staff to execute an open space maintenance agreement with Brent Wallace subject to the following stipulation:

1. *All improvements shall be consistent with the proposed maintenance plan submitted with the application dated July 5, 2023.*

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

Council Member Sarah D. Petersen MOVED that City Council authorize staff to execute an open space maintenance agreement with Jeremy and Sara White subject to the following stipulation:

1. *All improvements shall be consistent with the proposed maintenance plan submitted with the application dated July 11, 2023.*

Council Member Brittney P. Bills SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

b. ACTION: Personnel Policy Amendment for ACA Compliance *General City Management – Rob Patterson, City Attorney*

The City Council will consider amendments to the City's personnel policies that clarify and establish the City's tracking and measurement policies for non-benefitted employees in order to comply with the Affordable Care Act. The City Council will take appropriate action.

City Attorney Patterson discussed compliance with the Federal Affordable Care Act (ACA); the Act requires all employers that have at least 50 full-time equivalent employees to provide certain minimum health insurance benefits to all full-time employees. In order to determine whether an employee counts as a full-time employee under the ACA, there are a number of federal regulations and permissible methods to determine whether an employee counts as a full-time employee and thus is entitled to benefits. One such method is called the "look-back" method, where the City "tests" employees by averaging their actual hours worked over a 12-month period to determine whether the employee worked more than 30 hours per week, on average (1560 hours per 12-month period). Seasonal and part-time employees –including the City's seasonal parks crews—may work 40+ hours per week, so long as the average weekly workload over 12 months remains under 30 hours. While the City has had a practice of properly tracking hours of all employees, this practice has not been clearly set out in the City's personnel policies. Accordingly, City staff recommends updating the City's personnel policies to clarify that the City follows the "look-back" method and to establish the process the City will follow to test employees to ensure that part-time, seasonal, and variable hour employees—especially those part-time and seasonal employees that come back year after year—do not work more than 30 hours per week on average and to ensure that the City provides appropriate benefits if an employee is actually considered a full-time employee under the ACA. Under the proposed policies, the City will track all new hires for 12 months from the first day of the first month after their start date to verify whether they worked 30 hours or less, on average, during that 12-month period. The City will also track all new hires and continuing employees on a January to December basis to verify whether those employees worked 30 hours or less, on average, during the calendar year. By tracking these hours, the City will be able to adjust the workload and schedules of non-full-time employees to ensure they do not work more hours than the City permits (1560 per 12-month period). If an employee does work more than 30 hours, the City will offer the benefits required by the ACA as if the employee were a full-time employee. This will ensure that the City is complying with the ACA's requirements and protect the City in case of an audit.

Council Member Kim Rodela MOVED that City Council APPROVE the proposed amendments to the City's personnel policies.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

c. ACTION: Plat Amendment – Highland Heights Plat B #24 *Land Use (Administrative) - Kellie Smith, Planner & GIS Analyst*
The City Council will hold a public meeting to consider a request petitioned by Gregg and Susan Eyre of a plat amendment located at approximately 6113 Sunrise Drive. The purpose of this request is to adjust an existing storm drainage easement. The Council will take appropriate action.

Planner & GIS Analyst Smith explained the City Council approved the final plat for The Highland Heights subdivision on August 21, 2001. On November 1, 2022, the City Engineer presented a communication item relating to this easement modification for the storm drain basin. The Council discussed including a liability release for any damage to any personal property placed within the basin area. A note has been included on the plat to address this. The City Engineer stated that he wanted to understand if there was any major opposition to this project from the Council. No objections were voiced. 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 June 13, 2023.
2. Prior to recording, the recorded plat shall be revised as required by the City Engineer.
3. A note be added to the plat that any landscape or other surfacing material placed in the detention basin shall not float or otherwise be able to be conveyed into the storm drain system.
4. Sufficient additional detail be provided on the plans to ensure the existing piped storm drainage conveyances will not be modified during the construction of the new detention basin.
5. An orifice plate sized for the allowable discharge be added to the construction plans.

Council Member Smith stated he appreciates that the owner of this property were willing to work with the City on this matter.

Council Member Scott L. Smith MOVED that the City Council accept the findings and APPROVE Highland Heights Plat B an Amendment of Lot 24 subject to the five (5) following stipulations recommended by Staff.

1. *The recorded plat shall be in substantial conformance with the final plat received June 13, 2023.*
2. *Prior to recording, the recorded plat shall be revised as required by the City Engineer.*
3. *A note be added to the plat that any landscape or other surfacing material placed in the detention basin shall not float or otherwise be able to be conveyed into the storm drain system.*
4. *Sufficient additional detail be provided on the plans to ensure the existing piped storm drainage conveyances will not be modified during the construction of the new detention basin.*
5. *An orifice plate sized for the allowable discharge be added to the construction plans.*

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

Council Member Timothy A. Ball	*Absent*
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 4:0.

8. DISCUSSION: POTENTIAL SALE OF ADDITIONAL WIMBLETON OPEN SPACE PROPERTY *– Land Use (Legislative) – Kellie Smith, Planner & GIA Analyst & Andy Spencer, City Engineer/Public Works Director*

The City Council will discuss staff recommendations on the potential of disposing of additional open space owned by Highland City in the Wimbleton subdivision. This item is for discussion only. Based on Council direction, a future action item may come to the City Council.

Planner & GIS Analyst Smith explained on June 15, 2021, the City Council adopted Resolution 2021-15 that outlines criteria that the City Council should consider when disposing of orphan parcels:

1. Property should not be disposed of if it is part of a trail corridor, meaning the normal width of the trail and any required buffer areas, unless the Council determines the trail is not used and does not have infrastructure in the ground below;
2. Property should not be disposed of if it adds to the open space feel of an open space neighborhood;
3. Property should not be disposed of if there are potential future City needs for the property;
4. Property should not be disposed of if the transfer of property would result in an increase of irrigable acreage that would unduly strain or burden the City's pressurized irrigation system;
5. Property should not be disposed of if the transfer of property would result in the creation of orphan parcels;
6. If property adjacent to a trail is disposed of, the City must be able to maintain ownership of the trail with a five-foot buffer on both sides of the trail;
7. Property to be disposed of should otherwise have issues regarding access, connectivity, usability, and/or location that render the parcels unsuitable for City purposes.
8. The City Council shall designate by separate resolution those specific properties that are surplus orphan parcels that may be sold in accordance with this resolution and policy.

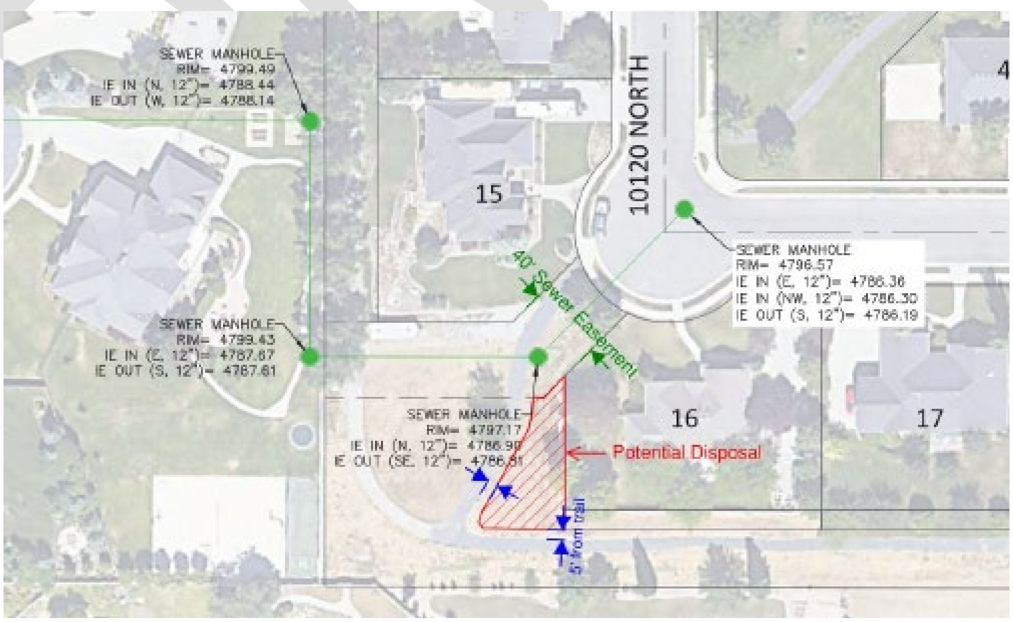
On June 21, 2022, the City Council approved a resolution designating certain parcels of public property in the Wimbleton subdivision as orphan parcels to be disposed of, and directed staff to move forward with the sale of these parcels to the adjacent property owners. On January 3, 2023, staff gave the City Council an update on the sales of these parcels. Staff mentioned that there were a few residents that did not want to purchase because they wanted additional property. The City Council expressed that they were open to hearing additional requests with staff recommendations. Staff was aware that there were city utilities in the open space where residents were requesting additional property, therefore any further recommendations by staff required additional research. Over the next few months, staff continued to give the City Council updates relating to hiring a surveyor to survey the utilities that run through the open space.

Ms. Smith then noted City staff hired a surveyor to survey all utilities that run through the open space throughout the Wimbleton subdivision. Based on these surveys, public works, engineering, and planning departments have come up with recommendations for what the Council should not sell if the Council decides to dispose of additional open space. Staff's recommendations are based on the policy criteria that states, "property should not be disposed of if there are potential future City needs for the property" and "if property adjacent to a trail is disposed of, the City must be able to maintain ownership of the trail with a five-foot buffer on both sides of the trail". Ms. Smith noted the potential disposable properties identified were not originally recommended for sale as the Council determined that they added to the "open space feel of an open space neighborhood" as outlined in the policy.

Council Member Smith stated that it seems that the City wants ownership rather than an easement. City Attorney Patterson stated that the City currently owns the properties and wants to maintain that ownership. If the City gives up ownership of the property and prefers an easement, it would be more expensive and difficult for the City to work on the utility infrastructure located within the easement. There was discussion about the effectiveness of an agreement that regulates use of the easement area and any improvements that could be made to the areas. Council Member Smith stated it is important to clarify the areas that the City owns versus those that the City has an easement on; he is supportive of any action that would provide for proper maintenance of areas located within residential areas while protecting the City's access to its infrastructure.

Ms. Smith then noted staff would like the Council to determine if the potentially sellable properties are consistent with the criteria defined in the policy:

Sewer Line: There is a City sewer line located in the City owned open space connecting the Wimbleton subdivision to the subdivision to the north (R Westwood Acres Plat A). The recorded subdivision plat shows a 40' sewer easement inside the open space. Staff recommends the City Council not dispose of any property within the recorded 40' sewer easement. Staff also recommends the City Council be consistent with the adopted policy that no property be sold closer than 5' from the trail. Ms. Smith presented an image illustrating the property that staff does not foresee a potential future City need as outlined in the policy adopted by the City Council.



Ms. Smith and Mr. Patterson then facilitated discussion among the Council regarding the existing condition of the properties referenced in Ms. Smith's presentation and any improvements that would be allowed on properties that have been sold or are subject to a maintenance agreement.

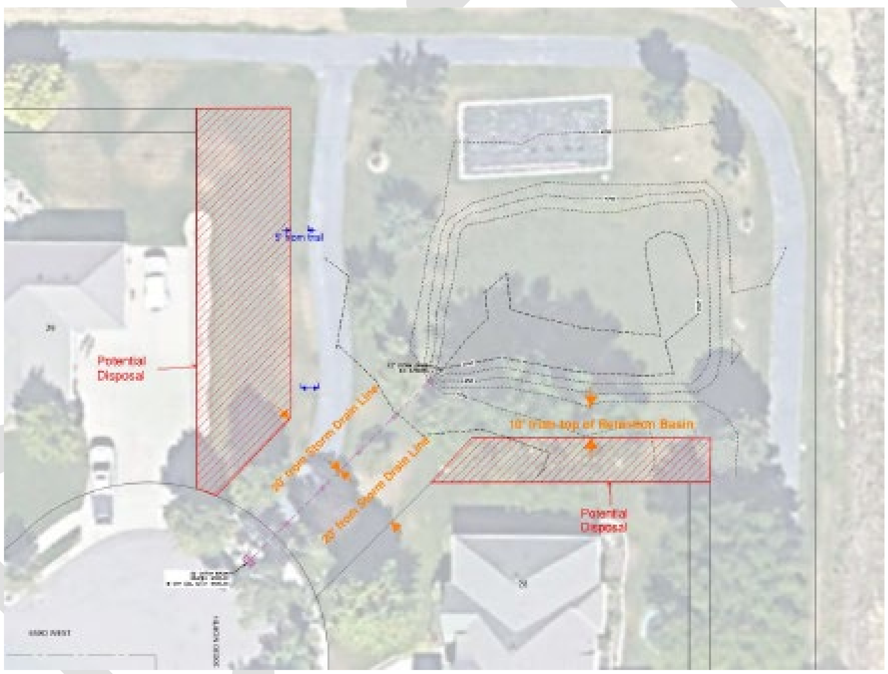
Mayor Ostler invited input from interested parties.

Mark Hafen stated he is the owner of lot 16 and he just wants the property that is adjacent to his lot to be nice; he is opposed to a maintenance agreement after having a negative experience several years ago. Mayor Ostler stated that the City has amended their policy regarding maintenance agreements and asked Mr. Hafen if he would be amenable to considering a maintenance agreement for the area identified in red cross-hatching on the image presented by Ms. Smith. Mr. Hafen stated that he would like to straighten out the property line for the property, widen the front area, and landscape it to make it look like it is part of his property, but he will maintain the sewer easement and will not place anything on top of the center line where the sewer infrastructure is located. There is a tree that was planted by the City that is already located directly on top of the sewer line and another on top of his property line. He would maintain enough space for a large vehicle to get through the property to access the infrastructure. Council Member Smith stated that Mr. Hafen's proposal makes sense to him, and he would also like to have a straight line for the property to clean things up. Mr. Hafen reiterated he has no interest in a maintenance agreement; he is interested in buying the properties identified for potential disposal and would like the ability to maintain the sewer easement property as it is essentially part of his front yard.

The Council and Mayor engaged in discussion regarding the City's ability and intent to maintain the areas where a 40-foot easement has been preserved. Council Members Peterson, Rodela, and Smith indicated they are willing to sell the property adjacent to Mr. Hafen's property to ensure property maintenance, and to maintain an easement on the property to ensure the City can still access sewer infrastructure.

Ms. Smith then continued with her presentation; she referenced the following additional areas:

Storm Drain Lines & Retention Basins: There are two (2) retention basins in the Wimbleton subdivision. Staff recommends the Council not sell closer than 10' from the top of each retention basin to allow staff to have sufficient drive access around the basins. There is also a storm drain line that connects the drainage from the street to each of these basins. Staff recommends the Council not sell any property closer than 20' from these storm drain lines, as shown in the images below. The first image shows a hatched green section labeled "conditional upon neighbor purchasing as well." The neighbor has a fence that has already been installed on the current property line. Consistent with the policy, staff does not want to create an additional orphan parcel or unusable area for the City. Staff recommends that if the neighbor does not want to purchase, the property available for sale be adjusted to maintain open access for the City in that corner. Staff also recommends the Council remain consistent and not sell any City property closer than 5' from the trail.



Pressurized Irrigation Lines & Mow Schedule: The survey report included locations of each irrigation box and filter throughout Wimbleton. Staff recommends the City Council not sell any property that contains City sprinklers or is on the City's mowing schedule. She referenced an attachment included in the Council packet for the full utility survey that includes the irrigation box locations indicating which areas the City maintains.

Mayor Ostler stated Boyd Timothy lives next to one of the properties referenced and he invited him to provide input. Mr. Timothy stated that he currently maintains the property next to his home and it takes him over two hours on a riding mower just to mow it. It cost him nearly $18,000 to landscape the basin, but he is happy that it was beautified rather than being consumed by weeds. He is interested in purchasing because his landscaper installed some of his curbing on the City owned property and he does not want to encroach on City property. He does not believe his neighbor is interested in purchasing the property and it makes sense to incorporate it into his property. Ideally, he would prefer for the City to maintain the detention basins in the City, as well as other park properties that are not being well maintained; otherwise, he would like to purchase the property and fence it.

Mayor Ostler stated that detention basins are maintained differently than programmable park space. Mr. Timothy stated he understands, but he would like to see it properly maintained; the basin is out of sight for most of the residents of the City, but he is not interested in entering into a maintenance agreement to pay to maintain the property. He installed the sprinkler system at his own cost, and it is operated from his water service. He identified the location of the sprinkler box and indicated that if there are changes to the use and maintenance of the property, someone else will need to provide water service. He stated he is interested in the red hashed marked area on Ms. Smith's image and is no longer interested in maintaining all of the open space.

The Council briefly discussed the property referenced by Mr. Timothy and agreed to sell the property as requested.

Relating to property number three, Council Member Smith asked if a 40-foot easement is really necessary. City Engineer/Public Works Director Spencer stated that is ultimately a Council decision, but staff recommends uniform easements for City owned infrastructure.

Ms. Smith briefly identified the locations of irrigation boxes throughout Wimbleton, as well as the areas that are currently maintained by the City. Council Member Rodela inquired as to who the City decides which areas to maintain and which not to. Mr. Spencer stated that the areas that are irrigated have living turf or trees that are maintainable by the City without a significant additional expense. Non-irrigated areas that have native vegetation are not regularly maintained.

9. 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. Encroachment Enforcement Update - Canterbury North and Highland Hollow – *Kellie Smith, Planner & GIS Analyst*

Planner & GIS Analyst Smith explained the City Council adopted the Encroachment Policy and Maintenance Agreements on July 19, 2022; during a discussion item of April 18, 2023, the Council gave staff direction to allow specific properties to enter into maintenance agreements, and others to remove their encroachments. Letters have been sent to seven property owners in the Canterbury North subdivision and the City has received responses from four of them. Three individuals have applied for maintenance agreements, which were approved earlier tonight, and two of the seven have submitted improvement plans. In the Highland Hollow area, six of nine property owners have communicated with staff and two have submitted improvement plans; one shared that they were meeting with an attorney in April, but has never followed up. Staff is looking for direction from the Council about the condition they expect for the properties once improvements have been removed. She would also like to know if the Council would like staff to send an additional letter to those who have not yet responded. The Council indicated they would like another letter sent via certified mail. Further action on the strip of property behind five homes should be tabled until the City has an application for development of the Workman property as the City wants to pursue trail connections and improvements in that area.

e. May Finance Report - *Tyler Bahr, Finance Director*

Finance Director Bahr reported that 11 months of the Fiscal Year (FY) have lapsed; final budget adjustments that were approved by the Council in June will be reflected in next month's financial report. Tax revenue in the General Fund is at 93 percent of the annual projection with three months of sales tax collection to go. Licenses and permits revenues are at 108 percent of the budget projection. Property sales revenues year to date are at $151,000, though the budget was only $49,000. He also reported the following budgetary observations:

Road Capital

- Includes 6800 West project to be reimbursed in FY24

Parks Capital

- Mountain Ridge donations included in revenue

Culinary Water

- Includes unplanned grant revenue

Sales Tax

- FY2023 Budget = $3.6MM
- May = $355,680 / year to date = $2,896,312
  - Nine (9) months count towards FY2023
  - Last May = $343,418 (increase of 3.6%)
  - Was $2,687,487 year to date thru May last year (up 7.8%)
- Rolling 12-month = $3,871,286

Mayor Ostler reported that some park revenue may be used to help pay for the Mountain Ridge Park project and he briefly discussed other fundraising efforts for that project.

f. Chamber of Commerce Budget Clarification - *Tyler Bahr, Finance Director*

Finance Director Bahr referenced the Council's discussion regarding the Chamber of Commerce budget during the June 20 meeting; Administration is seeking clarification regarding whether the budget amendment that was approved was to dedicate $3,500 to the American From Chamber and additional $3,500 for in-City use, or just $3,500 for the Chamber. The Council indicated it was their understanding that the $3,500 that was in the budget would go to the Chamber and if the Council wants to increase or double that amount next year for in-City uses, they can do so.

g. North Utah Valley Animal Shelter – *Scott L. Smith, Council Member*

Council Member Smith reported the Animal Shelter approved their budget three weeks ago and it increased from $863,000 last year to $900,000 this year to include funding for needed repairs to the building. He would like to work with the Lone Peak Public Safety District (LPPSD) and utilize the City's newsletter to encourage residents to license their dogs in order to generate revenue to operate the animal shelter and reduce the burden on the City. He added that if a dog is picked up by an animal control officer and it is licensed, the owner will not be fined to collect the animal. City Administrator Wells added that the City has had some personnel changes and now employs an animal control officer.

h. Highland Fling – *Jay Baughman, Assistant City Administrator/Community Development Director*

Assistant City Administrator/Community Development Director Baughman provided a handout detailing the schedule of events for the upcoming Highland Fling as well as a sign-up sheet Council Members can use to sign up for events.

i. Future Meetings

- July 25, Planning Commission Meeting, 7:00 pm, City Hall
- August 1, City Council Work Session & Meeting, 6:00 pm, City Hall
- August 9, Lone Peak Public Safety District Meeting, 7:30 am, City Hall
- August 15, City Council Work Session & Meeting, 6:00 pm, City Hall

- August 22, Planning Commission Meeting, 7:00 pm, City Hall

10. 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.

There was no closed session.

ADJOURNMENT

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

The meeting adjourned at 10:58 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 July 18, 2023. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC
City Recorder

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #3b

DATE: September 5, 2923

TO: Members of the City Council

FROM: Kurt Ostler, Mayor

SUBJECT: **ACTION/RESOLUTION:** Lone Peak Public Safety Board Appointment

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider the appointment of Kim Rodela as an alternate to the Lone Peak Public Safety District Board of Directors. The Council will take appropriate action.

BACKGROUND:

On January 11, 2022, Sarah D. Petersen was appointed to serve as an alternate on the Lone Peak Public Safety District Board. With her resignation, effective August 14, 2023, it is necessary to fill the vacancy created by her resignation.

FISCAL IMPACT:

None

RECOMMENDATION:

Mayor Kurt Ostler recommends Kim Rodela be appointed to serve as an alternate on the Lone Peak Public Safety District Board. Her term on this Board would run through the end of her current City Council term, 2023, after which Council assignments will be reconsidered with the new year and new Council makeup.

MOTION TO APPROVE:

I move that Kim Rodela be appointed to serve as an alternate on the Lone Peak Public Safety District Board.

ATTACHMENTS:

1. Resolution

A RESOLUTION OF THE HIGHLAND CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENT OF AN ALTERNATE REPRESENTATIVE TO LONE PEAK PUBLIC SAFETY DISTRICT

WHEREAS, the cities of Alpine and Highland initiated proceedings to create a district to provide public safety services within those jurisdictions to be known as the Lone Peak Public Safety District (the "District"); and

WHEREAS, the District will be governed by a Board of Directors and the Highland City Council desires to make a representative appointment to that Board; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND, UTAH, as follows:

1. That Kim Rodela, City Council Member, is hereby appointed as an alternate representative to the Lone Peak Public Safety District to vote on Police and Fire/EMS matters in the absence of a regular Board Member.

2. That this resolution shall remain in effect until the end of Kim Rodela's current City Council term.

3. The provisions of this resolution shall take effect immediately upon approval.

PASSED and APPROVED this 5th day of September, 2023.

HIGHLAND CITY, UTAH

____
Kurt Ostler
Highland City Mayor

ATTEST:

____
Stephannie B. Cottle
City Recorder

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

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #3c

DATE: September 5, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Rob Patterson, City Attorney

SUBJECT: **RESOLUTION:** Update to the Lone Peak Interlocal Agreement

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will hold a public meeting to consider updates to the Lone Peak Interlocal agreement. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends Council review the draft interlocal agreement as attached and if supportive of the changes, approve the Resolution. If Council would like to see additional changes to the drafted interlocal, staff recommends that the Council continue the item and coordinate a discussion with Alpine City Council regarding potential additional changes.

PRIOR COUNCIL DIRECTION:

On July 18, staff and Council discussed the pending amendments to the Lone Peak Interlocal agreement. There was some discussion regarding potentially changing the rotation of the Board Chair, but no final direction was given.

On August 15, 2023, the Council adopted Resolution 2023-25 approving amendments to the Lone Peak ILA. Subsequent to that resolution, Alpine City requested and made additional changes to the ILA, as recommended by their attorney. Alpine City adopted and approved the ILA with the additional changes they proposed on August 22, 2023.

BACKGROUND:

In recent Lone Peak Public Safety Board meetings, confusion has arisen regarding procedures for alternates, chairing the meeting, and voting procedures. Staff was directed to review the interlocal agreement and clarify those items. The Highland City Council approved changes to the interlocal agreement to address those items as recommended by city staff on August 15, 2023.

After the Highland City Council approved the amended interlocal agreement, Alpine City considered the ILA and requested additional changes and clarifications be made, as recommended by their attorney. These additional changes consist of clarifications to language, including the clarification that the Highland City finance director is part of the Lone Peak management committee. Alpine City did not request any significant substantive amendments to the interlocal agreement beyond what the Highland City Council already approved.

A red-line version of the agreement showing the changes between the version of the agreement approved by the Highland City Council on August 15 and the version of the agreement approved by the Alpine City Council on August 22 is attached.

If Council approves the agreement with the changes from Alpine City, the agreement will go into effect as soon as it is signed by both cities. If Council does not approve the agreement with the changes from Alpine City, the cities will need to discuss how to resolve the inconsistences between the two approved, inconsistent versions of the agreement. In the meantime, the previous, 2020 version of the agreement would continue to govern the district.

FISCAL IMPACT:
This action will not impact the Highland City budget.

MOTION TO APPROVE:
I move that City Council approve the Resolution Approving and Adopting Amendments to the Interlocal Cooperation Agreement Between Alpine City and Highland City Governing the Lone Peak Public Safety District.

MOTION TO CONTINUE:
I move that City Council continue Resolution Approving and Adopting Amendments to the Interlocal Cooperation Agreement Between Alpine City and Highland City Governing the Lone Peak Public Safety District and direct members of the Lone Peak Public Safety Board to discuss possible changes regarding [Council will need to list specific topics] with Alpine City Councilmembers.

ATTACHMENTS:

1. Resolution
2. Draft Interlocal Agreement – with tracked changes since August 15, 2023

Highland City, Utah

RESOLUTION NO. 2023-_______

A RESOLUTION APPROVING AND ADOPTING AMENDMENTS TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN ALPINE CITY AND HIGHLAND CITY GOVERNING THE LONE PEAK PUBLIC SAFETY DISTRICT AND SUPERSEDING RESOLUTION 2023-25 AND THE VERSION OF THE INTERLOCAL COOPERATION AGREEMENT APPROVED THEREBY

WHEREAS, the Lone Peak Public Safety District ("District") is an interlocal entity created by and between Highland City and Alpine City ("Member Cities") pursuant to an interlocal agreement first entered into January 1996 ("Interlocal Agreement");

WHEREAS, the Member Cities, and other cities no longer part of the District, have amended the Interlocal Agreement in January 1999, January 2000, June 2007, and March 2020;

WHEREAS, Alpine City and Highland City desire to amend the Interlocal Agreement to clarify certain provisions, including those changes shown in Resolution 2023-25 and those changes included with the version of the agreement attached hereto;

WHEREAS, the Highland City Council finds that the proposed amendments to the Interlocal Agreement will assist with the administration and operations of the District for the benefit of the Member Cities' residents;

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

1. The City Council approves of amending and approving the Amended 2023 Interlocal Agreement between Alpine City and Highland City, which agreement is attached hereto as Exhibit A.

2. This resolution, and the version of the agreement attached hereto supersedes and replaces all prior resolutions, approvals, and agreements, including Resolution 2023-25.

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

4. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this ________ day of ______________, 2023.

____
Mayor

ATTESTED:

____
City Recorder

2023 AMENDED AND RESTATED
INTERLOCAL AGREEMENT

This Agreement amending and restating that certain interlocal agreement first entered into January 1996 and amended January 1999, January 2000, June 2007, March 2020, and August 2023 under the authority granted Utah municipalities to join together for their mutual interest by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., 1953, as amended. The parties to this Agreement are Alpine City and the City of Highland, hereinafter "City" or "Cities," all municipal corporations of the State of Utah.

RECITALS

WHEREAS, circumstances of geography, population, and financing make it desirable for the Cities to join together to provide police, ambulance, fire, and emergency medical services to the populace of their respective jurisdictions; and

WHEREAS, circumstances have arisen whereby it is desirable to replace the original Interlocal Agreement and all subsequent amendments with a new Interlocal Agreement:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Cities agree as follows:

AGREEMENT

1. Creation of District. By authority of section 11-13-203 of the Utah Code Ann., 1953, as amended, there is hereby created a separate legal entity to be known as the "Lone Peak Public Safety District," hereinafter the "District." The District shall have all power and authority allowed by law, except as restricted by this Agreement or by subsequent agreements of the Cities hereto, to take all necessary and lawful acts for the purpose of providing police, ambulance, fire, and emergency medical services for the residents of the District. In addition, the District shall have the following powers listed for the purpose of identification and not for the purpose of limitation:

a. The District may own, acquire, construct, operate, maintain, repair, and act as one having rights of ownership of all necessary real and personal property.

b. The District may borrow money, incur indebtedness, and issue revenue bonds or notes for the purpose for which it was created. Any indebtedness created shall be solely that of the District and not of the Cities to this Agreement unless any City should make specific agreement to guarantee or assume any obligation of the District. Any indebtedness created must be approved by the Governing Board with four members voting in favor.

c. The District may assign, pledge, or otherwise convey as security for the payment of any bonded indebtedness any revenues and receipts from fees or services or other sources of revenue generated by the District. Such assignment or pledge must be approved by the Governing Board with four members voting in favor.

d. The District may sell or contract for the sale of its services to private persons or entities or to public agencies, including the federal government.

e. The District may establish a personnel system based on merit with such exceptions for certain management positions as may be established by the Governing Board.

f. The District may adopt District policies and procedures governing the operation of the District including, but not limited to, ambulance, police, fire, and emergency medical services, operating policies, governing and management policies, personnel policies, budget policies, and such other policies and procedures that may be required for efficient operation of the District.

g. The District and its employees shall have all power conferred by law to enforce all statutes, rules, and regulations pertaining to the purposes for which the District is created.

h. The District may contract with any person or entity for the provision~~s~~ of services or materials in compliance with contracting and purchasing policies established by the Governing Board, including legal and accounting services.

i. The District may sue and be sued in its own name and shall claim such privileges and immunities from liability to which it may be entitled as a political subdivision of the State of Utah, as allowed by Title 63G, Chapter 7, of the Utah Code.

j. The District shall purchase insurance in amounts either required by law or required by the Governing Board to provide protection for its operations including, but not limited to, comprehensive general liability insurance and worker's compensation insurance.

k. The District may exercise the right of eminent domain but only if approved by the Governing Board with four members voting in favor.

2. Governing Board. There is hereby created a governing board for the District to be known as the Board of Public Safety Commissioners (hereinafter referred to as the “Board” or “Governing Board”). The Board shall act by majority vote to govern and control operations of the District except as restricted by this agreement. The Board is empowered to adopt bylaws for its own conduct of business and to adopt all necessary policies and procedures for the operation of the District; provided however, all acts of the Board must be approved by a minimum of THREE VOTES of the Board members.

The Board shall be made up of five members including the Chair. All regular members may vote on all matters that may come before the Board. The Chair votes as a voting member of the Board on each matter for which there is a tie vote of the other board members present at a board meeting, when the Board is voting on whether to appoint or dismiss a District Chief, or when the Chair would otherwise be entitled to vote due to the Chair's status as an alternate member of the Board. Alpine City and Highland City shall each appoint two regular members and one alternate member to the Board. The Chair shall be appointed annually from the alternate members by a majority vote of the regular members of the Board and shall alternate annually between the Cities. If the Chair is absent, one of the regular members from the same City as the Chair shall act as Chair.

No employee of the District is eligible to serve as a member of the Governing Board during their term of employment with the District.

Each Board member appointed by a City must be a currently serving elected or appointed officer of the City making the appointment. The term of each Board member shall be four years from the date of appointment; provided, that the term will sooner terminate if the Board member leaves elected or appointed office held with the represented City or the represented City removes the Board member in accordance with the City's procedures. A Board member may be reappointed to multiple terms as a Board member if otherwise eligible.

Notwithstanding any provision of this Agreement to the contrary, alternate Board members may vote only in the absence of the regular Board member(s) from the same City as the alternate member. Unless a regular Board member from the same City as the alternate member is absent, the alternate Board member shall have no more right to participate in meetings and deliberations than would a member of the general public. Alternate Board members must also be an elected or appointed officer of the represented city.

Meetings of the Governing Board shall be called from time to time as the Board determines appropriate and shall comply with the Utah Open and Public Meetings Act. A quorum of the Board is defined as a minimum of three voting Board members, including regular and alternate members. A quorum cannot be constituted unless at least one voting Board member, including regular and alternate members, from each City is present.

3. Management Committee. The Management Committee shall consist of the City Administrators of Highland City and Alpine City and the Finance Director of Highland City. The Executive Director shall be the City Administrator from Highland City and the Assistant Executive Director shall be the City Administrator from Alpine City, unless otherwise appointed by the Board.

The Management Committee shall be responsible for budget preparation, administering revenues, and preparing reports. The Management Committee shall meet with the District Chiefs regularly as needed but no less than bimonthly. The Management Committee shall be responsible for managing the purchasing system, administering the personnel system, and administering the financial system as approved by the Board. The Management Committee responsibilities shall be as follows:

Executive Director Duties:

To approve expenditures;
To attend Management Committee meetings and keep the Management Committee informed;
To keep the Governing Board informed;
To perform evaluations of direct reports;
To represent the District with outside agencies;
To provide day to day oversight of District department heads and administrative staff;
To develop policy for Management Committee review and Board action;
To ensure compliance with Board policy;
To ensure that all personnel actions meet legal and procedural requirements;
To sign payroll and warrants;
To attend Board meetings.

Assistant Executive Director:

To act when the Executive Director is absent;
To attend Board meetings;
To attend Management Committee meetings;
To review agendas;
To review personnel actions and evaluations.

Finance Director and Administrative Assistant to the Management Committee:

To administer all accounting functions related to District finances;
To manage all administrative clerical functions;
To maintain a record of Board meetings;
To attend Management Committee meetings;
To maintain all administrative personnel and compensation records;
To oversee all employee benefits;
To counter sign payroll and warrants.

Highland City, through the Highland City Administrator, shall be responsible for all administrative functions of the District, including but not limited to: human resource, financial, accounting, recorder, treasurer, and clerical functions, including but not limited to: maintaining Board meetings records, maintaining administrative personnel and compensation records, overseeing all employee benefits, and counter signing payroll and warrants. These functions may be assigned to appropriate Highland City employees in addition to those individuals on the Management Committee.

4. District Chiefs. The department heads of the District shall be the District's police and fire chiefs. The District Chiefs shall not be merit employees and shall have principal responsibility for the day-to-day operations of the District. District Chiefs shall be considered at-will employees as defined in Section 10-3-1105 of Utah State Code, as amended. The District Chiefs shall serve at the pleasure of the Governing Board and may be removed with or without cause by a majority vote of the Governing Board. The employment terms and conditions of the

District Chiefs and other employees, as approved and designated by the Governing Board, may be further defined or adjusted by way of employment contracts approved by the Board.

The District chiefs may be assisted by such employees as are determined appropriate by the Governing Board. The responsibilities and duties of the Chiefs shall be determined by the Governing Board and Management Committee. The Chiefs shall report to the Executive Director and the Management Committee.

5. Funding. The fiscal year of the District shall be from July 1 of each year through June 30 of the following year. A proposed tentative annual budget shall be prepared annually by the Management Committee under the direction of the Governing Board. The proposed tentative annual budget shall include at a minimum three district budget departments, fire and EMS, police services, and administration. The Executive Director shall cause the proposed tentative annual budget to be presented to the Governing Board, allowing reasonable time for consideration. After such reasonable time for consideration and after receiving the recommendations and advice from the Governing Board, a final annual budget shall be approved by majority vote of the Board. The approved final annual budget shall constitute the agreed budget for the next fiscal year for purpose of determining the annual financial participation of the Cities.

The District may be funded by any lawful means approved by the Board. Such funding may include, but is not limited to, obtaining grants, indebtedness, fees, and participation by the Cities to this Agreement of direct funding according to the formulae stated below.

The portion of the annual budget for fire, ambulance, and emergency medical services ("EMS"), which is not funded by other sources of revenue, shall be funded by direct assessment and payment from the Cities and shall be calculated as follows. Ten percent (10%) of the annual fire, ambulance, and EMS budget shall be assessed equally among the Cities; this 10% shall be known as the "base rate." Fifty percent (50%) of the remaining fire, ambulance, and EMS budget (45% of the total annual fire, ambulance, and EMS budget) shall be assessed proportionally based on the respective populations of the Cities. Each City's proportionate share of this assessment shall be equal to that City's proportionate share of the population of the District. The population numbers shall be determined by the Management Committee using a calculation based on the US Census, average persons per household, and new building permits, as approved by the Board as part of the Budget. The remaining fifty percent (50%) of the fire, ambulance, and EMS budget (the other 45% of the total) shall be assessed to each City based on Equivalent Residential Units (ERUs) within each City. This assessment shall be calculated by determining the ratio between the number of ERUs within the boundaries of the District and within each City. An ERU is defined as follows:

(i) Each residential unit, including apartments or accessory apartments;
(ii) Each 10,000 square-foot of retail space; and
(iii) Each 10,000 square-foot portion of any other nonresidential structure, excluding buildings accessory to residential units.

The portion of the annual budget for administration and police services, which is funded by direct payment from the Cities, shall be calculated based on the population of the Cities receiving police services. Each City receiving police services shall be assessed a pro rata portion of the police services budget based on the percent of the City's total population compared to the District's population receiving police services. The population numbers shall be determined by the Management Committee using a calculation based on the US Census, average persons per household, and new building permits, as approved by the Board as part of the Budget. In all cases each City shall pay for its respective dispatch services incurred.

The annual budget increase or decrease for the District shall not exceed the average property tax revenue increase or decrease of both Cities' budgets of the previous fiscal year, excluding any new revenue increases, without the majority vote of each City Council. Said vote of each City Council shall occur prior to the adoption of the final budget.

Once the stated calculations have been made and a final budget has been adopted by the District, each City will be assessed its portion of the annual budget to be funded by direct payment. This funding formula shall not become effective until the fiscal year beginning July 1, 2012, and continuing thereafter. Other funding alternatives or allocation methods may be adopted by the Governing Board with four members voting in favor.

Every five (5) years, the relative proportion of contribution of the Cities shall be evaluated and if a proportionate share of the annual budget for any City has increased by more than twenty percent (20%), the number of representatives on the Board for that City may also be changed based on consent of the Governing Board.

6. Scope of Services. The District may provide all public safety services including police, fire, ambulance, and emergency medical services, may enforce hazardous material rules and regulations, and may provide services within a geographical jurisdiction of the District as requested and agreed to by the Governing Body. The District may also provide services outside of its jurisdiction pursuant to mutual aid or reciprocal support agreements with other jurisdictions and to such other jurisdictions as may contract for the purchase of services from the District.

This Agreement is intended to constitute the provision of services required of cities and counties under Titles 10 and 17 of the Utah Code. This Agreement is intended to create a mechanism whereby general public safety protection, emergency medical services, fire prevention services, and hazardous material regulation enforcement may be provided to the citizens of the District generally and is not intended to create a specific benefit or obligation to provide services with respect to any one person or legal entity.

7. Buildings. No building shall be constructed, renovated, or leased for use by the District without prior approval of the Board. The Cities hereto understand and agree that they may not bind the District or encumber the District's budget by constructing new buildings, renovating existing buildings, or leasing buildings to be used by the District without providing terms and conditions to the Board for prior approval. The District shall not be obligated to make payments on a lease without prior approval by the Board and signature by its authorized representative.

8. Term of Agreement. This Agreement shall be in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least twenty-four (24) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

9. Effective Date. This Agreement shall become effective when the Cities have approved and executed this Agreement.

10. Transition Provisions. The Interlocal Agreement, dated January 1, 1996, and all subsequent amendments thereto, are superseded by this Agreement and shall be of no further force and effect as of the time this Agreement takes effect.

11. Distribution on Termination or Withdrawal. Upon any agreement of the Cities to terminate this Agreement and dissolve the District, the District's Executive Director shall prepare an inventory of all real and personal property of the District. Distribution on dissolution shall be made in kind or in cash as the Board may determine. The value of the distribution of assets and liabilities to each City upon dissolution of the District shall be determined by calculating the value of all contributions of each City, at the end of the fiscal year of the dissolution. A calculation shall then be made of the percentage of contribution each City has made to the sum of the contributions of the Cities for the period of calculation. The calculated percentages shall then be applied to the total value of the assets or liabilities to be distributed and each City shall take their corresponding percentage. Assets that may be directly traced and attributed to funds obtained from sources other than the Cities as of the time of dissolution shall also be distributed based on the percentage of contribution.

If a City withdraws from the District and the District is not dissolved, any distribution of assets to the withdrawing City shall only be as negotiated with the remaining Cities. The Cities agree to negotiate in good faith in determining fair and reasonable terms and conditions for the distribution of District assets to the withdrawing City. If the Cities cannot agree on a negotiated distribution of assets to the withdrawing City, the Cities hereto agree to mediate the matter. If the dispute is not resolved in mediation, then the Cities may take the matter to court.

12. District Expansion. Other municipalities may become a party to this Agreement only upon written application to and approval by the Governing Board, who may determine the terms and conditions of admission to the District.

This Agreement constitutes the entire understanding and agreement between the Cities regarding its subject matter. The Cities hereby represent that the undersigned are authorized to hereby bind each City to this Agreement.

Signed and dated this ____ day of ______________, 2023.

ATTEST: ALPINE CITY

____________________ By:__________________

Bonnie Cooper Carla Merrill

CITY RECORDER MAYOR

Approved as to form:

BENNETT TUELLER JOHNSON &
DEERE

____

Stephen B. Doxey
City Attorney

Signed and dated this ____ day of _______________, 2023.

ATTEST: CITY OF HIGHLAND

_____________________ By:__________________

Stephannie Cottle Kurt Ostler

CITY RECORDER MAYOR

Approved as to form:

____

Rob Patterson
City Attorney

2023 AMENDED ~~2023~~AND RESTATED INTERLOCAL AGREEMENT

This Agreement amending and restating that certain interlocal agreement first entered into January 1996 and amended January 1999, January 2000, June 2007, March 2020, and August 2023 under the authority granted Utah municipalities to join together for their mutual interest by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., 1953, as amended. The parties to this Agreement are Alpine City and the City of Highland, hereinafter "City" or "Cities," all municipal corporations of the State of Utah.

RECITALS

WHEREAS, circumstances of geography, population, and financing make it desirable for the Cities to join together to provide police, ambulance, fire, and emergency medical services to the populace of their respective jurisdictions; and

WHEREAS, circumstances have arisen whereby it is desirable to replace the original Interlocal Agreement and all subsequent amendments with a new Interlocal Agreement:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Cities agree as follows:

AGREEMENT

1. Creation of District. By authority of section 11-13-203 of the Utah Code Ann., 1953, as amended, there is hereby created a separate legal entity to be known as the "Lone Peak Public Safety District," hereinafter the "District~~."~~." The District shall have all power and authority allowed by law, except as restricted by this Agreement or by subsequent agreements of the Cities hereto, to take all necessary and lawful acts for the purpose of providing police, ambulance, fire, and emergency medical services for the residents of the District. In addition, the District shall have the following powers listed for the purpose of identification and not for the purpose of limitation:

a. The District may own, acquire, construct, operate, maintain, repair, and act as one having rights of ownership of all necessary real and personal property.

b. The District may borrow money, incur indebtedness, and issue revenue bonds or notes for the purpose for which it was created. Any indebtedness created shall be ~~that~~ solely that of the District and not of the Cities to this Agreement unless any City should make specific agreement to guarantee or assume any obligation of the District. Any indebtedness created must be approved by the Governing Board with four members voting in favor.

c. The District may assign, pledge, or otherwise convey as security for the payment of any bonded indebtedness any revenues and receipts from fees or services or other sources of revenue generated by the District. Such assignment or pledge must be approved by the Governing Board with four members voting in favor.

d. The District may sell or contract for the sale of its services to private persons or entities or to public agencies, including the federal government.

e. The District may establish a personnel system based on merit with such exceptions for certain management positions as may be established by the Governing Board.

f. The District may adopt District policies and procedures governing the operation of the District including, but not limited to, ambulance, police, fire, and emergency medical services, operating policies, governing and management policies, personnel policies, budget policies, and such other policies and procedures that may be required for efficient operation of the District.

g. The District and its employees shall have all power conferred by law to enforce all statutes, rules, and regulations pertaining to the purposes for which the District is created.

h. The District may contract with any person or entity for the provision~~s~~ of services or materials in compliance with contracting and purchasing policies established by the Governing Board, including legal and accounting services.

i. The District may sue and be sued in its own name and shall claim such privileges and immunities from liability to which it may be entitled as a political subdivision of the State of Utah~~ from liability~~, as allowed by Title 63G, Chapter 7, of the Utah Code.

j. The District shall purchase insurance in amounts either required by law or required by the Governing Board to provide protection for its operations including, but not limited to, comprehensive general liability insurance and worker's compensation insurance.

k. The District may exercise the right of eminent domain but only if approved by the Governing Board with four members voting in favor.

2. Governing Board. There is hereby created a governing board for the District to be known as the Board of Public Safety Commissioners (hereinafter referred to as the "Board" or "Governing Board"). The Board shall act by majority vote to govern and control operations of the District except as restricted by this agreement. The Board is empowered to adopt bylaws for its own conduct of business and to adopt all necessary policies and procedures for the operation of the District; provided however, all acts of the Board must be approved by a minimum of THREE VOTES of the Board members.

The Board shall be made up of five members including the Chair. All regular members may vote on all matters that may come before the Board. The Chair votes as a voting member of ~~board~~the Board on each matter for which there is a tie vote of the other board members present at a board meeting, when the Board is voting on whether to appoint or dismiss a District Chief, or when the Chair would otherwise be entitled to vote due to the Chair's status as an alternate member of the Board. ~~Two~~Alpine City and Highland City shall each appoint two regular members and one alternate member ~~each shall be appointed~~ to the Board ~~by Alpine City and Highland City.~~. The Chair shall be appointed annually from the alternate members ~~annually~~ by a majority vote of the regular members of the Board and shall alternate annually between the Cities. If the Chair is absent, one of the regular members from the same City as the Chair shall act as Chair.

No employee of the District is eligible to serve as a member of the Governing Board during their term of employment with the District.

~~The~~Each Board ~~members~~member appointed by ~~each of the Cities~~a City must be a currently serving elected or appointed officer of the ~~represented city~~City making the appointment. The term of each Board member shall be ~~the shorter of~~ four years from the date of appointment ~~or when~~; provided, that the term will sooner terminate if the Board member leaves elected or appointed office held with the represented ~~city; unless a change is made by~~City or the represented City removes the ~~represented City~~Board member in accordance with ~~their respective~~the City's procedures. A Board member may be reappointed to multiple terms as a Board member if otherwise eligible.

~~Alternate~~Notwithstanding any provision of this Agreement to the contrary, alternate Board members may vote only in the absence of the regular Board member(s) from the same City as the alternate member. Unless a regular Board member from the same ~~city~~City as the alternate member is absent, the alternate Board member shall have no more right to participate in meetings and deliberations ~~that~~than would a member of the general public. Alternate Board members must also be an elected or appointed officer of the represented city.

Meetings of the Governing Board shall be called from time to time as the Board determines appropriate and shall comply with the Utah Open and Public Meetings Act. A quorum of the Board is defined as a minimum of three voting Board members, including regular and alternate members. A quorum cannot be constituted unless at least one voting Board member, including regular and alternate members, from each City is present.

3. Management Committee. The Management Committee shall consist of the City Administrators of ~~the~~Highland City ~~of Highland~~ and Alpine City and the Finance Director of Highland City. The Executive Director shall be the City Administrator from Highland City and the Assistant Executive Director shall be the City Administrator from Alpine City, unless otherwise appointed by the Board.

The Management Committee shall be responsible for budget preparation, administering revenues, and preparing reports. The Management Committee shall meet with the District Chiefs regularly as needed but no less than bimonthly. The Management Committee shall be responsible for managing the purchasing system, administering the personnel system, and administering the financial system as approved by the Board. The Management Committee responsibilities shall be as ~~follow~~follows:

Executive Director Duties:

To approve expenditures;
~~To~~ To attend Management Committee meetings and keep the Management Committee informed;
To keep the Governing Board informed;
To perform evaluations of direct reports;
To represent the District with outside agencies;
To provide day to day oversight of District department heads and administrative staff;
To develop policy for Management Committee review and Board action;
To ensure compliance with Board ~~Policy~~policy;
To ensure that all personnel actions meet legal and procedural requirements;
To sign payroll and warrants;
To attend Board meetings.

Assistant Executive Director:

To act when the Executive Director is absent;
To attend Board meetings;
To attend Management Committee meetings;
To review agendas;
To review personnel actions and evaluations.

Finance Director and Administrative Assistant to the Management Committee:

To administer all accounting functions related to District finances;
To manage all administrative clerical functions;
To maintain a record of Board meetings;
To attend Management Committee meetings;
To maintain all administrative personnel and compensation records;
To oversee all employee benefits;
To counter sign payroll and warrants.

Highland City, through the Highland City Administrator, shall be responsible for all administrative functions of the District, including but not limited to: human resource, financial, accounting, recorder, treasurer, and clerical functions, including but not limited to: maintaining Board meetings records, maintaining administrative personnel and compensation records, overseeing all employee benefits, and counter ~~sign~~signing payroll and warrants~~, etc~~. These functions may be assigned to appropriate Highland City employees in addition to those individuals on the ~~management committee~~Management Committee.

4. District Chiefs. The department heads of the District shall be the District's police and fire chiefs. The District ~~chiefs~~Chiefs shall not be merit employees and shall have principal responsibility for the day-to-day operations of the District. District Chiefs shall be considered at-~~-~~will employees as defined in Section 10-3-1105 of Utah State Code, as amended. The District ~~chiefs~~Chiefs shall serve at the pleasure of the Governing Board and may be removed with or without cause by a majority vote of the Governing Board. The employment terms and conditions of the District Chiefs and other employees, as approved and designated by the Governing Board, may be further defined or adjusted by way of employment contracts approved by the Board.

The District chiefs may be assisted by such employees as are determined appropriate by the Governing Board. The responsibilities and duties of the ~~chiefs~~Chiefs shall be determined by the Governing Board and Management Committee. The Chiefs shall report to the Executive Director and the Management Committee.

5. Funding. The fiscal year of the District shall be from July 1 of each year through June 30 of the following year. A proposed tentative annual budget shall be prepared annually by the Management Committee under the direction of the Governing Board. The proposed tentative annual budget shall include at a minimum three district budget departments, fire and EMS, police services, and administration. The Executive Director shall cause the proposed tentative annual budget to be presented to the Governing Board, allowing reasonable time for consideration. After such reasonable time for consideration and after receiving the recommendations and advice from the Governing Board, a final annual budget shall be approved by majority vote of the Board. The approved final annual budget shall constitute the agreed budget for the next fiscal year for purpose of determining the annual financial participation of the Cities.

The District may be funded by any lawful means approved by the Board. Such funding may include, but is not limited to, obtaining grants, indebtedness, fees, and participation by the Cities to this Agreement of direct funding according to the formulae stated below.

The portion of the annual budget for fire, ambulance, ~~or~~and emergency medical services ("EMS"), which is not funded by other sources of revenue, shall be funded by direct assessment and payment from the Cities and shall be calculated as follows. Ten percent (10%) of the annual fire, ambulance, and EMS budget shall be assessed equally among the Cities; this 10% shall be known as the "base rate." Fifty percent (50%) of the remaining fire, ambulance, and EMS budget (45% of the total annual fire, ambulance, and EMS budget) shall be assessed proportionally based on the respective populations of the Cities. Each City's proportionate share of this assessment shall be equal to that City's proportionate share of the population of the District. The population numbers shall be determined by the Management Committee using a calculation based on the US Census, average persons per household, and new building permits, as approved by the Board as part of the Budget. The remaining fifty percent (50%) of the fire, ambulance, and EMS budget (the other 45% of the total) shall be assessed to each City based on Equivalent Residential Units (ERUs) within each City. This assessment shall be calculated by determining the ratio between the number of ERUs within the boundaries of the District and within each City. An ERU is defined as follows:

(i) Each residential unit, including apartments or accessory apartments;

(ii) Each 10,000 square-foot of retail space; and
(iii) Each 10,000 square-foot portion of any other nonresidential structure, excluding buildings accessory to residential units.

The portion of the annual budget for administration and police services, which is funded by direct payment from the Cities, shall be calculated based on the population of the Cities receiving police services. Each City receiving police services shall be assessed a pro rata portion of the police services budget based on the percent of the City's total population compared to the District's population receiving police services. The population numbers shall be determined by the Management Committee using a calculation based on the US Census, average persons per household, and new building permits, as approved by the Board as part of the Budget. In all cases each City shall pay for its ~~relative~~respective dispatch services incurred.

The annual budget increase or decrease for the District shall not exceed the average property tax revenue increase or decrease of both Cities' budgets of the previous fiscal year, excluding any new revenue increases, without the majority vote of each City Council. Said vote of each City Council shall occur prior to the adoption of the final budget.

Once the stated calculations have been made and a final budget has been adopted by the District, each City will be assessed its portion of the annual budget to be funded by direct payment. This funding formula shall not become effective until the fiscal year beginning July 1, 2012, and continuing thereafter. Other funding alternatives or allocation methods may be adopted by the Governing Board with four members voting in favor.

Every five (5) years, the relative proportion of contribution of the Cities shall be evaluated and if a proportionate share of the annual budget for any City has increased by more than twenty percent (20%), the number of representatives on the Board for that City may also be changed based on consent of the Governing Board.

6. Scope of Services. The District may provide all public safety services including police, fire, ambulance, and emergency medical services, may enforce hazardous material rules and regulations, and may provide services within a geographical jurisdiction of the District as requested and agreed to by the Governing Body. The District may also provide services outside of its jurisdiction pursuant to mutual aid or reciprocal support agreements with other jurisdictions and to such other jurisdictions as may contract for the purchase of services from the District.

This Agreement is intended to constitute the provision of services required of cities and counties under Titles 10 and 17 of the Utah Code. This Agreement is intended to create a mechanism whereby general public safety protection, emergency medical services, fire prevention services, and hazardous material regulation enforcement may be provided to the citizens of the District generally and is not intended to create a specific benefit or obligation to provide services with respect to any one person or legal entity.

7. Buildings. No building shall be constructed, renovated, or leased for use by the District without prior approval of the Board. The Cities hereto understand and agree that they may not bind the District or encumber the District's budget by constructing new buildings, renovating existing buildings, or leasing buildings to be used by the District without providing terms and conditions to the Board for prior approval. The District shall not be obligated to make payments on a lease without prior approval by the Board and signature by its authorized representative.

8. Term of Agreement. This Agreement shall be in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least twenty-four (24) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

9. Effective Date. This Agreement shall become effective when the Cities have approved and executed this Agreement.

10. Transition Provisions. The Interlocal Agreement, dated January 1, 1996, and all subsequent amendments thereto, are superseded by this Agreement and shall be of no further force and effect as of the time this Agreement takes effect.

11. Distribution on Termination or Withdrawal. ~~The District's Executive Director shall upon~~Upon any agreement of the Cities to terminate this Agreement and dissolve the District, the District's Executive Director shall prepare an inventory of all real and personal property of the District. Distribution on dissolution shall be made in kind or in cash as the Board may determine. The value of the distribution of assets and liabilities to each City upon dissolution of the District shall be determined by calculating the value of all contributions of each City, at the end of the fiscal year of the dissolution. A calculation shall then be made of the percentage of contribution each City has made to the sum of the contributions of the Cities for the period of calculation. The calculated percentages shall then be applied to the total value of the assets or liabilities to be distributed and each City shall take their corresponding percentage. Assets that may be directly traced and attributed to funds obtained from sources other than the Cities as of the time of dissolution shall also be distributed based on the percentage of contribution.

If a City withdraws from the District and the District is not dissolved, any distribution of assets to the withdrawing City shall only be as negotiated with the remaining Cities. The Cities agree to negotiate in good faith in determining fair and reasonable terms and conditions for the distribution of District assets to the withdrawing City. If the Cities cannot agree on a negotiated distribution of assets to the withdrawing City, the Cities hereto agree to mediate the matter. If the dispute is not resolved in mediation, then the Cities may take the matter to court.

12. District Expansion. Other municipalities may become a party to this Agreement only upon written application to and approval by the Governing Board, who may determine the terms and conditions of admission to the District.

This Agreement constitutes the entire understanding and agreement between the Cities ~~and~~regarding its subject matter. The Cities hereby represent~~-~~ that the undersigned are authorized to hereby bind each City to this Agreement.

Signed and dated this ____ day of ______________, 2023.

ATTEST: ALPINE CITY

____________________ By:___________________

Bonnie Cooper Carla Merrill

CITY RECORDER MAYOR

Approved as to form:

____

BENNETT TUELLER JOHNSON & DEERE

____

Stephen B. Doxey

City Attorney

Signed and dated this ____ day of _______________, 2023.

ATTEST: CITY OF HIGHLAND

_____________________ By:___________________

Stephannie Cottle Kurt Ostler

CITY RECORDER MAYOR

Approved as to form:

____

Rob Patterson

City Attorney

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #3d

DATE: September 5, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Rob Patterson, City Attorney

SUBJECT: **RESOLUTION:** Reorganization of Timpanogos Special Service District

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will hold a public meeting to consider approving the resolution supporting the reorganization of the Timpanogos Special Service District (TSSD) in becoming an Independent Service District separate from Utah County. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends that Council approve the amended resolution as presented.

PRIOR COUNCIL DIRECTION:

Brian Braithwaite was reappointed to represent Highland on the TSSD Board on February 18, 2020. The Council approved Resolution 2023-24 consenting to the reorganization of TSSD as an independent special district on August 15, 2023. Subsequent to the adoption of that resolution, the American Fork city attorney recommended additional modifications to the resolution to correct or clarify some minor provisions.

BACKGROUND:

In 1976, Utah County established TSSD as a special service district and subsidiary agency of Utah County. As a part of the establishment, the County created an Administrative Control Board and delegated all operations of TSSD to the Board. The boundaries of TSSD have shifted over the years based on development patterns and now include all of Alpine, American Fork, Lehi, Pleasant Grove, Cedar Hills, Saratoga Springs, and a portion of Eagle Mountain, Vineyard, and Draper.

Due to the fact that TSSD does not service all of Utah County and the County itself has minimal operational dealings with TSSD, both Utah County and the Administrative Control Board of TSSD are recommending that TSSD become independent of Utah County as an Independent Service District. In order for TSSD to be reorganized as an Independent Service District, every City in TSSD's boundaries must consent. As such, the County has drafted a resolution asking Highland City for its consent in the reorganization.

Should the reorganization be approved, Highland City would still keep its seat on the newly created board of trustees. Current appointee, Brian Braithwaite plans to continue serving on the board and would be appointed to either a 4 or 2-year term. (Half of the terms will be staggered to ensure a majority of the Board doesn't rotate off at the same time.) There is no limit on how many terms a member can be appointed to.

The additional modifications to the resolution requested by the American Fork City attorney correct one reference to TSD as a "service" district rather than as a "special" district and clarify some additional language. No major substantive changes are proposed.

FISCAL IMPACT:
This action will not impact the Highland City budget.

MOTION TO APPROVE:
I move that City Council approve the Amended Resolution Consenting to Reorganization of the Timpanogos Special Service District as a Special District.

ATTACHMENTS:
1. Final, Amended Resolution
2. Red-line Resolution with changes tracked since August 15, 2023

AN AMENDED RESOLUTION OF THE HIGHLAND CITY COUNCIL CONSENTING TO REORGANIZATION OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT AS A SPECIAL DISTRICT

RECITALS

A. On September 29, 1976, the County Commission of Utah County (the "Commission") established a special service district known as the Timpanogos Special Service District ("TSSD") for the provision of wastewater collection and treatment services in the northern portions of Utah County, including the cities of Alpine, American Fork, Lehi and Pleasant Grove (the "Original Cities") and nearby unincorporated areas of Utah County.

B. After the organization of TSSD, large portions of the original unincorporated area of TSSD have been either annexed into the Original Cities or have become incorporated within the boundaries of newly organized municipalities, namely, Cedar Hills, Eagle Mountain, Highland and Saratoga Springs.

C. Some of the communities within the boundaries of TSSD receive only a portion of their wastewater collection and treatment from TSSD; said communities are Draper City (a small portion of the Suncrest development), Eagle Mountain (the portion of the city that lies roughly on the east slope of Lake Mountain) and Vineyard (most of the city's wastewater needs are provided by TSSD but a portion of its wastewater is conveyed to and treated by Orem City);

D. At the time TSSD was created, the Commission established an Administrative Control Board (the "ACB") to govern and manage the operations of TSSD.

E. At the present time the ACB is composed of thirteen board members who are appointed as follows:

(1) a total of nine city-appointed members, with one each from Alpine, American Fork, Cedar Hills, Draper (the general manager of the South Valley Sewer District), Eagle Mountain, Highland, Lehi, Pleasant Grove, and Saratoga Springs[1]; and

(2) four who are at-large appointees of the Commission.[2]

F. By resolutions adopted by the County, the authority for the day-to day-and long-range operations of TSSD, has been delegated to the ACB, including without limitation hiring and retention of employees, acquisition of real and personal property, construction of facilities for conveyance and treatment of wastewater, setting of rates for service, financing/bonding authority, etc.[3]

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[1] The board members from these cities are appointed by the governing body of each city.

[2] One of the four at-large appointees has generally been an individual to represent Vineyard City.

[3] There are areas where the Commission has not delegated authority such as, for example, the authority to levy and collect real property taxes.

G. The law of the State of Utah provides a process under which a special service district, which is subject to the governance of and oversight by the County, may be reorganized and become an independent "special district" (see U.C.A. §17D-1-604, the "Reorganization Statute").

H. The County has advised the cities within the boundaries of TSSD of the County's determination that it will be in the best interests of the County and in the best interests of the cities for TSSD to become fully independent from the County and to be reorganized as a special district, governed by the provisions of Title 17B of the Utah Code. The ACB agrees with the County's determination that it is in the best interests of the cities and their residents for TSSD to become fully independent as a special district.

I. In order for TSSD to be reorganized to become a special district, each city within TSSD must consent to the reorganization.

J. The City of Highland (the "City") has determined that it is in the best interests of the City, its residents, and property owners that TSSD be reorganized as a fully independent special district as provided by law, and by this resolution the City desires to memorialize and give its consent to the same.

H. On August 15, 2023, the City adopted its Resolution No. 2023-24, which was substantially similar to this Resolution. However, errors have been discovered in said resolution and this Amended Resolution should be adopted to correct those errors.

RESOLUTION

NOW, THEREFORE, it is resolved by the City Council of Highland City as follows:

1. The Recitals set forth above are incorporated within this Resolution as though fully set forth herein. Resolution No. 2023-24 is repealed.

2. The City hereby expressly consents to the reorganization of TSSD as a fully independent special district under Title 17B of the Utah Code, and requests that the Utah County Commission take all such actions as are required to do so.

3. The reorganization of TSSD as a special district under Section 17D-1-604 shall be made under substantially the following terms:

a. The name of TSSD will be the Timpanogos Service District (TSD).

b. The current boundaries of TDS will remain the same as those of TSSD.

c. TSD shall be designated and operated as an "Improvement District" as provided by U.C.A. §17B-2a-401, *et seq.*

d. The services authorized to be provided by TSD, namely, wastewater collection and treatment, will remain the same, but may also include reuse of wastewater and other water and resource conservation by the utilization of means allowed by law.

e. The governing board of trustees of TSD shall initially be composed of nine (9) voting members and two (2) *ex-officio* non-voting members as follows:

i. The governing body of each city whose boundaries lie entirely within the boundaries of TSD shall appoint one member of the board of trustees; said cities are Alpine, American Fork, Cedar Hills, Highland, Lehi, Pleasant Grove, and Saratoga Springs;

ii. The Commission shall appoint two voting members to the board of trustees, nominated by the governing body of two cities whose boundaries do not lie entirely within the boundaries of TSD, namely, Eagle Mountain and Vineyard;

iii. The nine voting members of the board of trustees shall serve for a term of four years, provided, however, that four members of the initial board, selected by lot, are to be appointed to a two (2) year term so that the term of approximately one-half of the voting members of the board expires every two (2) years;

iv. There shall be no limitation on the re-appointment of a voting member of the board of trustees;

v. Each voting member of the board of trustees shall meet the registered voter and residence requirements of U.C.A. §17B-1-302(1);

vi. The Commission shall appoint two (2) non-voting *ex-officio* members of the board as follows:

A. The current Director of the Utah County Department of Public Works or a designee from the Utah County Department of Public Works with knowledge and experience in wastewater treatment;

B. Representing the portion of the Suncrest development in Draper City that lies within the boundaries of TSD, an executive of the South Valley Sewer District ("SVSD") nominated by the SVSD board of trustees; said executive shall be either the SVSD General Manager, its Chief Financial Officer, or the Facility Manager of the Jordan Basin Water Reclamation Facility;

C. There shall be no limitation of time for service on the board by, or re-appointment of, the above-described non-voting *ex-officio* members; the only limitation being that throughout a term, any such individual shall hold the position with Utah County or SVSD as designated in subsections A and B, above.

4. This Resolution shall take effect immediately upon its passage.

5. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

6. In the event of any conflict between this Resolution and any other enactment of the City, this Resolution shall control.

PASSED AND APPROVED this ____ day of _____________ 2023.

THE CITY OF HIGHLAND, UTAH

By: ______________________________________
Its: Mayor

ATTEST:

____
____
City Recorder

Seal:

VOTING:	Aye	Nay	Not Present
Mayor _____________ (tie vote only)			

A RESOLUTION OF THE ____________ CITY COUNCIL CONSENTING TO REORGANIZATION OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT AS A SPECIAL DISTRICT

RECITALS

A. On September 29, 1976, the County Commission of Utah County (the "Commission") established a special service district known as the Timpanogos Special Service District ("TSSD") for the provision of wastewater collection and treatment services in the northern portions of Utah County, including the cities of Alpine, American Fork, Lehi and Pleasant Grove (the "Original Cities") and nearby unincorporated areas of Utah County.

B. After the organization of TSSD, large portions of the original unincorporated area of TSSD have been either annexed into the Original Cities or have become incorporated within the boundaries of newly organized municipalities, namely, Cedar Hills, Eagle Mountain, Highland and Saratoga Springs.

C. Some of the communities within the boundaries of TSSD receive only a portion of their wastewater collection and treatment from TSSD; said communities are Draper City (a small portion of the Suncrest development), Eagle Mountain (the portion of the city that lies roughly on the east slope of Lake Mountain) and Vineyard (most of the city's wastewater needs are provided by TSSD but a portion of its wastewater is conveyed to and treated by Orem City);

D. At the time TSSD was created, the Commission established an Administrative Control Board (the "ACB") to govern and manage the operations of TSSD.

E. At the present time the ACB is composed of thirteen board members who are appointed as follows:

(1) a total of nine city-appointed members, with one each from Alpine, American Fork, Cedar Hills, Draper (the general manager of the South Valley Sewer District), Eagle Mountain, Highland, Lehi, Pleasant Grove, and Saratoga Springs[1]; and

(2) four who are at-large appointees of the Commission.[2]

F. By resolutions adopted by the County, the authority for the day-to day-and long-range operations of TSSD, has been delegated to the ACB, including without limitation hiring and retention of employees, acquisition of real and personal property, construction of facilities for conveyance and treatment of wastewater, setting of rates for service, financing/bonding authority, etc.[3]

[1] The board members from these cities are appointed by the governing body of each city.
[2] One of the four at-large appointees has generally been an individual to represent Vineyard City.
[3] There are areas where the Commission has not delegated authority such as, for example, the authority to levy and collect real property taxes.

G. The law of the State of Utah provides a process under which a special service district, which is subject to the governance of and oversight by the County, may be reorganized and become an independent "~~service~~ special district" (see U.C.A. §17D-1-604, the "Reorganization Statute").

H. The County has advised the ~~City~~ cities within the boundaries of TSSD of the County's determination that it will be in the best interests of the County and in the best interests of the cities for TSSD to become fully independent from the County and to be reorganized as a special district, governed by the provisions of Title 17B of the Utah Code. The ACB agrees with the County's determination that it is in the best interests of the cities and their residents for TSSD to become fully independent as a ~~service~~ special district.

I. In order for TSSD to be reorganized to become a special district, each city within TSSD must consent to the reorganization.

J. The City of _________________ (the "City") has determined that it is in the best interests of the City, its residents, and property owners that TSSD be reorganized as a fully independent special district as provided by law, and by this resolution the City desires to memorialize and give its consent to the same.

RESOLUTION

NOW, THEREFORE, it is resolved by the City Council of _____________________ City as follows:

1. The Recitals set forth above are incorporated within this Resolution as though fully set forth herein.

2. ~~______________~~The City hereby expressly consents to the reorganization of TSSD as a fully independent special district under Title 17B of the Utah Code, and requests that the Utah County Commission take all such actions as are required to do so.

3. The reorganization of TSSD as a special district under Section 17D-1-604 shall be made under substantially the following terms:

a. The name of TSSD will be the Timpanogos Service District (TSD).

b. The current boundaries of TDS will remain the same as those of TSSD.

c. TSD shall be designated and operated as an "Improvement District" as provided by U.C.A. §17B-2a-401, *et seq.*

d. The services authorized to be provided by TSD, namely, wastewater collection and treatment, will remain the same, but may also include reuse of wastewater and other water and resource conservation by the utilization of means allowed by law.

e. The governing board of trustees of TSD shall initially be composed of nine (9) voting members and two (2) *ex-officio* non-voting members as follows:

i. The governing body of each city whose boundaries lie entirely within the boundaries of TSD shall appoint one member of the board of trustees; said cities are ~~to include~~ Alpine, American Fork, Cedar Hills, Highland, Lehi, Pleasant Grove, and Saratoga Springs;

ii. The Commission shall appoint two voting members to the board of trustees, nominated by the governing body of two cities whose boundaries do not lie entirely within the boundaries of TSD, namely, Eagle Mountain and Vineyard;

iii. The nine voting members of the board of trustees shall serve for a term of four years, provided, however, that four members of the initial board, selected by lot, are to be appointed to a two (2) year term so that the term of approximately one-half of the voting members of the board expires every two (2) years;

iv. There shall be no limitation on the re-appointment of a voting member of the board of trustees;

v. Each voting member of the board of trustees shall meet the registered voter and residence requirements of U.C.A. §17B-1-302(1);

vi. The Commission shall appoint two (2) non-voting *ex-officio* members of the board as follows:

A. The current Director of the Utah County Department of Public Works or a designee from the Utah County Department of Public Works with knowledge and experience in wastewater treatment;

B. Representing the portion of the Suncrest development in Draper City that lies within the boundaries of TSD, an executive of the South Valley Sewer District ("SVSD") nominated by the SVSD board of trustees; said executive shall be either the SVSD General Manager, its Chief Financial Officer, or the Facility Manager of the Jordan Basin Water Reclamation Facility;

C. There shall be no limitation of time for service on the board by, or re-appointment of, the above-described non-voting *ex-officio* members; the only limitation being that throughout a term, any such individual shall hold the position with Utah County or SVSD as designated in subsections ~~1~~ A and B~~2~~, above.

4. This Resolution shall take effect immediately upon its passage.

5. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

6. In the event of any conflict between this Resolution and any other enactment of the City, this Resolution shall control.

PASSED AND APPROVED this ____ day of _____________ 2023.

THE CITY OF ____________________, UTAH

By: ____________________________________
Its: Mayor

ATTEST:

____
____
City Recorder

Seal:

VOTING:	**Aye**	**Nay**	**Not Present**
Mayor _____________ (tie vote only)			

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #4

DATE: September 5, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Rob Patterson, City Attorney

SUBJECT: **PUBLIC HEARING/ORDINANCE:** Text Amendment – Sensitive Lands Ordinance

TYPE: **DEVELOPMENT CODE UPDATE (LEGISLATIVE)**

PURPOSE:

The City Council will hold a public hearing to consider a proposal by Highland City Staff to amend certain sections of the Development Code and to adopt a new chapter 8 in the Development Code related to the regulation of development on sensitive lands. The City Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends the City Council hold a public hearing, accept the findings, and recommend **APPROVAL** of the proposed ordinance amending certain sections of the Development Code and adopting a new chapter 8 in the Development Code related to the regulation of development on sensitive lands.

PRIOR COUNCIL DIRECTION:

During the May 16, 2023, City Council meeting, City staff discussed whether the City Council would be interested in adopting more specific and detailed sensitive land regulations. The Council expressed support for the ordinance to reduce the City's liability and protect current and future residents.

On June 27, 2023, City staff had a similar discussion with the Planning Commission. The Planning Commission likewise supported the preparation of a sensitive lands ordinance. The Commission gave direction that the ordinance should encompass a variety of ground and soil issues (faults, soils, etc.), and that the ordinance should, to the extent practicable, provide fewer hard limits on development and more direction on mitigating unsafe or dangerous land and development conditions.

Based on the feedback from the City Council and Planning Commission, City staff prepared a draft sensitive lands ordinance.

BACKGROUND:

Highland City does not currently have specific regulations regarding construction and development of "sensitive lands"—land that has unusual or challenging features such as steep slopes, wetlands, and unstable soils. These is typically land that is the hardest or least safe to develop, or it is land subject to special state or federal regulations. This land constitutes a significant portion of the remaining undeveloped property within Highland. The City does have some regulations regarding drainage and flood protection, but the process for reviewing an application for compatibly with these regulations is not fully addressed within the City's Development Code.

Under Utah State law, cities are authorized to adopt land use regulations to protect the health and safety of its residents, and to "regulate and restrict the erection, construction, reconstruction, alteration, repair, or use of buildings and structures, and the use of land." Utah Code § 10-9a-505(1)(b). Cities are further authorized to enact ordinances "regulating land use and development in a flood plain or potential geologic hazard area" to protect life and prevent the substantial loss of or damage to real property. Utah Code § 10-9a-505(1)(c).

SUMMARY OF THE REQUEST:

The proposed amendment imposes regulations on the development of and construction on sensitive lands as follows:

1. Incorporates the sensitive lands ordinance into existing City review procedures.
2. Defines "sensitive lands" as land currently or historically subject to geologic hazards, environmentally sensitive areas, flood hazards, and/or steep slopes.
3. Requires an applicant for any subdivision on or development of property containing sensitive lands to perform a sensitive lands analysis, which identifies, delineates, and proposes mitigation efforts to manage and mitigate the development's impact on affected sensitive lands.
    a. Sensitive lands analysis may require certain maps (topographical maps showing slopes, flood plain identification, wetlands delineation) and reports and studies (soil investigation, geotechnical reports, hydrologic reports)
    b. City staff will review the sensitive lands analysis and provide a staff report that confirms the permissible development areas and required mitigation for the sensitive lands within the proposed development
4. Regulates development related to geologic hazards and slopes:
    a. No development land subject to landslides/geologic hazards without appropriate studies, engineering, and other documentation of mitigation of danger or on slopes greater than 25%
    b. Regulations and restrictions on cut/fills, grading, erosion control/revegetation, and fill areas
    c. Limitations on road slopes and roads on steep slopes
    d. Requirements to regrade disturbed slopes to conform to adjacent property and manage affected drainage channels
5. Regulates development related to environmentally sensitive areas
    a. Wetlands, streams, rivers, and irrigation channels must be identified and new setbacks imposed (15' wetlands, 50' streams/rivers, 10' irrigation)
    b. Regulation of increased runoff and drainage to wetlands, streams, rivers, and irrigation channels
    c. Protection of identified and threatened wildlife and wildlife habitat
    d. Requires flood plain and flood-prone areas to comply with existing City regulations on floods
6. Standard appeal and variance process, with the addition of a special appeal process managed and decided by experts for geological hazards.

CITIZEN PARTICIPATION:
Notice of the public hearing to be held at the Planning Commission meeting was posted on the state and city websites and three public places on July 13, 2023.

STAFF REVIEW/FINDINGS:
The proposed ordinance meets the following findings:
1. It is consistent with the City's authority under state law to enact land use regulations that control, regulate, and restrict construction of buildings and development of land in flood plains, geologic hazards, and other unsafe or specially regulated areas.
2. It is consistent with the desires of the Engineering Department and the City's ability to maintain future road and utility facilities.
3. It incorporates and supports the City's existing regulations regarding flood plains, drainage and runoff control, and public infrastructure design and construction standards.

PLANNING COMMISSION ACTION:
The Planning Commission conducted a public hearing on July 25, 2023. No citizen comment was received at that meeting, but a citizen did provide suggested edits after the meeting, two of which have been incorporated as corrections of typos, and the others have been provided to the Council for review. The Commission then continued the item for further consideration. The Commission reviewed the proposed ordinance on August 29, 2023.

During that meeting, the Commission had questions regarding the process and restrictions involved with the proposed ordinance, including the restrictions on cuts-and-fills, the 40% slope setback, and the impact of the ordinance on current properties, including the gravel pit and other undeveloped areas. After clarification of the meaning of the proposed ordinance, the Planning Commission voted unanimously, 7-0, to recommend APPROVAL of the proposed ordinance as drafted.

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

MOTION TO RECOMMEND APPROVAL:
I move that the City Council **ADOPT** the proposed ordinance amending certain sections of the Development Code and adopting a new chapter 8 in the Development Code related to the regulation of development on sensitive lands.

ATTACHMENTS:
1. Ordinance

ATTACHMENT 1:

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING SEVERAL SECTIONS OF THE HIGHLAND CITY DEVELOPMENT CODE AND ADOPTING A NEW CHAPTER 8 OF THE HIGHLAND CITY DEVELOPMENT CODE REGULATING DEVELOPMENT ON SENSITIVE LANDS.

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

WHEREAS, the Planning Commission held a public hearing on this Ordinance on July 25, 2023, and

WHEREAS, the City Council held a public hearing on this Ordinance on September 5, 2023.

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

SECTION 1: **ADOPTION** Those certain sections of the Development Code are hereby amended and adopted as shown on "Exhibit A" attached hereto and incorporated herein.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from March 7, 2023 and after the required approval and publication according to law.

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

EXHIBIT A

2-601 Pre-Application

1. Prior to application for any general plan amendment, rezoning request, conditional use permit, subdivision plat, design review, or any other review or permit process not otherwise provided for in the development code, a pre-application review with City Staff will be required. The purpose of the pre-application review is: ...

> e. To identify important features that may require additional mitigation or preservation efforts or are subject to state, federal or other special regulation, including those regulations set forth in Chapter 8, such as natural vegetation, ponds, streams, ditches, flood plains, wetlands, wildlife habitats, view sheds, trees, green spaces, scenic points, historic sites, and areas with geologic hazards or topographical challenges ~~or other City assets~~; and

5-8-101 Subdivision Layout

2. Where trees, groves, waterways, scenic points, historic spots, other City assets and landmarks, flood hazards, environmentally sensitive areas such as wetlands, areas with potential geologic hazards or topographical challenges, or other features or land subject to state, federal, or other special regulation, including those regulations set forth in Chapter 8, as determined by the City, are located within a proposed subdivision, the subdivider shall identify and provide means to study, analyze, preserve, mitigate, eliminate, and/or protect these features as part of the proposed subdivision.

5-8-104 Lots

All subdivisions shall result in the creation of lots which are developable and capable of being built upon. A subdivision shall not create lots (other than dedicated open space or conservation areas), and no building permit shall be issued for any lots ~~which would make~~ where improvement, construction, or other development otherwise allowed by the applicable zoning regulations is impractical or prohibited due to size, shape, steepness of terrain, location of watercourses, problems of sewerage or driveway grades, or other physical conditions, including those conditions or features addressed by Chapter 8, or due to encumbrances or other legal impediments, such as utility or conservation easements.

SENSITIVE LANDS ORDINANCE

Chapter 8 ~~(Reserved)~~ Sensitive Lands

8-101 Purpose
8-102 Scope
8-103 Definitions
8-104 Sensitive Lands Analysis
8-105 Geologic Hazards and Slope Regulations
8-106 Environmentally Sensitive Areas
8-107 Construction Activity and Filling
8-108 Appeals

8-101 Purpose

The purpose of this chapter is to identify and coordinate the protection and mitigation of sensitive lands, protect the health, welfare, and safety of current and future residents of Highland City from geologic and other hazards that pose a threat to the safety of people and property; and minimize the potential degradation or loss of natural and human-made resources.

8-102 Scope

This chapter applies to all property and development within Highland City, and the regulations set forth herein shall be deemed to be added to all zoning regulations and requirements otherwise applicable to the property or development. The regulations, requirements, and provisions of this Chapter shall be in addition to, and shall not repeal or eliminate, any other regulation, requirement, or provision adopted by Highland City. To the extent a regulation, requirement, or provision of this Chapter conflicts with another regulation, requirement, or provision adopted by Highland City, the more restrictive provision shall govern.

8-103 Definitions

The following words, as used in this Chapter, shall have the meaning ascribed to them below:

1. CONSTRUCTION ACTIVITY. All grading, excavation, construction, grubbing, mining, or other development activity which disturbs or changes the natural vegetation, grade, or any existing structure or building, or the act of adding an addition to an existing structure or building, or the erection of a new structure or building.

2. DEVELOPMENT. The act, process, or result of erecting, placing, constructing, remodeling, converting, altering, relocating, or demolishing any structure, building, or improvement to property, including grading, clearing, grubbing, mining, excavating, or filling of such property. Includes all construction activity.

3. ENVIRONMENTALLY SENSITIVE AREA. An area of particular environmental or ecological concern, such as wetlands, stream and river corridors, canals and ditches, water shed and recharge zones, and protected wildlife habitats, wildlife movement

corridors, and areas inhabited by or frequently utilized by any species identified by state or Federal agencies as threatened or endangered.

4. FLOOD HAZARDS. An area adjoining a river, stream, canal, ditch, or other water course, or body of standing water in which a potential flood hazard exists when the area experiences a one-hundred-year storm, including, any area designated as a Flood Plain by the Department of Housing and Urban Development or Federal Emergency Management Agency of the United States Government. Includes floodplain, flood-prone areas, and areas of special flood hazards, as those terms are defined by the Highland Municipal Code.

5. GEOLOGIC HAZARD. A hazard inherent in the crust of the earth, or artificially created, which is dangerous or potentially dangerous to life, property, or improvements, due to the movement, subsidence, or shifting of the earth. The term includes but is not limited to unstable slopes, faulting landslides, rock fall, surface fault rupture, shallow groundwater, liquefaction, landslide, debris flow, unstable soils, and areas where significant excavation or mining has occurred.

6. GRADING. Any earthwork or activity that alters the natural or existing grade, including but not limited to excavating, filling, or embanking.

7. GRUBBING. The removal or destruction of vegetation, including disturbance to the root system or soil surface by mechanical, chemical, or other means.

8. SENSITIVE LAND. Land subject to, containing, or having a record or history of being subject to or containing geologic hazards, environmentally sensitive areas, flood hazards, or steep slopes. Includes land where development thereon would negatively impact or exacerbate geologic hazards, environmentally sensitive areas, flood hazards, and steep slopes on adjacent property.

9. STEEP SLOPES. Slope greater than fifteen percent (15%).

10. WETLANDS. Land designated as wetlands by the United States Army Corps of Engineers or other appropriate agency of the federal government.

8-104 Sensitive Lands Analysis

1. The applicant for any proposed development, new use, or change in use on property containing sensitive land shall provide a sensitive lands analysis, prepared by qualified professionals, that identifies and delineates the following features and conditions, to the extent applicable:

    a. Environmentally sensitive areas, including wetland and stream corridor delineations and hydrologic reports containing information on groundwater levels, natural and artificial irrigation and drainage channels and systems;

    b. Flood Hazards: All flood hazards shall be identified in accordance with the procedures set forth in Title 13.52, Highland Municipal Code;

c. Geologic Hazards, including identification of historic and potential landslide, unstable soils, and other high hazard areas;

d. Slopes: A slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less, which map must identify and delineate all slopes greater than thirty (30%) on or within fifty feet (50') of the property boundary, and must identify and delineate all slopes within the property in the following categories:

    i. Greater than fifteen percent (15%), but less than or equal to thirty percent (30%);

    ii. Greater than thirty percent (30%) but less than or equal to forty percent (40%); and

    iii. Greater than forty percent (40%).

2. The applicant for any proposed development, new use, or change in use on property that contains steep slopes or is within fifty feet (50') of slopes greater than thirty percent (30%) shall also provide the following:

    a. Soil Investigation Report: A soil investigation report, including but not limited to shrink-swell potential water table elevation, general soil classification and suitability for development, erosion potential, hazardous material analysis, and potential frost action.

    b. Geotechnical Report. A geotechnical report which must include the location of major geographic and geologic features, the depth of bedrock, structural features, folds, fractures, etc., and potential land slide and other high-hazard areas such as mine shafts and avalanche paths.

    c. Additional Slope Information. A slope/topographic map depicting contours at an interval of two feet (2').

3. The analyses, reports, studies, and information required by this Chapter shall be provided in connection with any site plan or preliminary subdivision plat. For lots and parcels existing prior to the adoption of this ordinance, or in the case of new, modified, or amended subdivision plats, the Zoning Administrator and City Engineer may require a new or updated sensitive lands analysis and related reports, studies, and other information, if a sensitive lands analysis was not previously performed for the land subject to or affected by the proposed development.

4. The Zoning Administrator and City Engineer shall review the sensitive lands analysis and other reports, studies, and information provided by the applicant to ensure such analyses, reports, studies, and information adequately address the requirements of this Chapter, and that the proposed development is compatible with the requirements of this Chapter.

a. The Zoning Administrator and City Engineer shall approve or deny a land use application if the proposed development, together with the proposed mitigation and proposed construction activity, is permitted under this Chapter and other applicable Highland City land use regulations, if the Zoning Administrator or City Engineer is the land use authority for the application.

b. If the Zoning Administrator and City Engineer are not the land use authority for a land use application, the Zoning Administrator and City Engineer shall issue a report and recommendation to the land use authority regarding the compatibility of the proposed development with the requirements of this Chapter, which report and recommendation shall identify those areas suitable for development and any modifications to the proposed development necessary to comply with this Chapter or mitigate the impacts of the development activity on sensitive lands.

8-105 Geologic Hazards and Slope Regulations

1. PROHIBITIONS.

   a. No development is allowed on slopes greater than twenty-five percent (25%).

   b. No development is allowed in areas subject to land slide activity and other high-hazard areas subject to geologic hazards. The applicant may provide, with the sensitive lands analysis required by this Chapter, information, designs, and proposed construction and developments methods that are prepared, recommended, and approved by qualified professionals to demonstrate that the proposed development will not pose a threat to the health and safety or persons or property or that the geologic hazards identified in the sensitive lands analysis can be mitigated or avoided in perpetuity.

2. SLOPES. No development is allowed on or within the “slope setback”: fifty feet (50’), map distance, of slopes greater than forty percent (40%), where the area containing such slopes cover a topographic area at least twenty-five feet (25’) vertically, upslope or downslope, and fifty feet (50’) horizontally in any direction. The Planning Commission may vary and reduce the slope setback requirement if the Planning Commission can make all of the following findings:

   a. Building areas in the slope setback do not create excessive cut or fill slopes; minimal retaining walls to limit disturbance and meet grade may be required by the Planning Commission subject to the other regulations of this section;

   b. The applicant designates areas in which all construction activity must be contained as limits of disturbance for each building, site, lot, or parcel. The limits of disturbance around any structure within the slope setback shall be limited to the minimal area necessary to excavate and backfill the foundation. Decks and patios in the area of the slope setback shall not extend more than fifteen feet (15’) beyond the foundation walls or the established limit of disturbance, whichever is greater;

c. No additional erosion, land subsidence, avalanche, or other geologic hazard is created or exacerbated;

d. The proposed development results in an improved organization of units through vegetation avoidance, minimization of changes to the viewshed from public areas, and reduction of site disturbance;

e. The applicant proposes appropriate revegetation and other mitigation efforts to reduce the impact on sensitive lands; and

f. No development or other disturbance is allowed beyond the maximum area available for development, as approved by the City Engineer and Zoning Administrator under Section 8-104(3).

3. GRADED OR FILLED SLOPES.

a. The applicant must avoid or, to the greatest extent possible, minimize proposed cuts and fills. Cutting and filling to create additional or larger building sites shall be kept to a minimum and shall be avoided to the maximum extent feasible. Graded or filled slopes shall be limited to a 3 to 1 slope or less. All graded slopes shall be recontoured to match or harmonize with the natural, varied contour of surrounding terrain.

b. Graded, filled, or otherwise disturbed slopes shall provide a plan addressing, identifying, and managing drainage and run-off from the disturbed slopes as required by the City to avoid impacts on adjacent property and other stormwater or drainage facilities or channels.

4. BENCHING OR TERRACING. Benching or terracing to provide additional or larger building sites is prohibited.

5. STREETS AND ROADS.:

a. Streets and roads shall comply with the maximum and minimum grades specified by the City's adopted design and construction standards.

b. Streets and roads proposed for steep slopes may not cross slopes of twenty-five percent (25%) or greater. A short run of not more than one hundred feet (100') may be allowed to cross slopes of twenty-five percent (25%) or greater if the Zoning Administrator and the City Engineer conclude that such streets or roads will not have significant adverse visual, environmental, or safety impacts.

c. Streets and roads proposed to cross slopes greater than ten percent (10%) are allowed, subject to the following:

i. Proof that such street and/or road will be built with minimum environmental damage and within acceptable public safety parameters.

ii. Such street and road design generally follows contour lines to preserve the natural character of the land and are screened with trees or vegetation.

iii. Cutting and filling is minimized, and all cut and fill and all other grading and grubbing work is appropriately re-vegetated.

6. RETAINING WALLS. The use, design, and construction of all retaining walls shall conform to Section 3-612.

7. LANDSCAPING AND REVEGETATION. An applicant shall landscape or re-vegetate exposed slopes and land that was grubbed or graded. Topsoil from any disturbed portion of a steep slope must be preserved and utilized in re-vegetation. Fill soil must be of a quality to support plant growth, and vegetation shall be native to the area and of a similar type and species as those in the area.

8-106 Environmentally Sensitive Areas

1. PROHIBITED ACTIVITIES. No person shall disturb, remove, fill, dredge, clear, destroy or alter any environmentally sensitive area, including vegetation, surface disturbance within wetlands and stream corridors and their respective Setbacks, except as may be expressly allowed herein or as may be authorized by applicable federal or state law.

2. BOUNDARY DELINEATIONS. The applicant must provide a wetlands delineation by a qualified professional in accordance with federal regulations. The applicant shall also show all stream and river corridors and all water conveyance facilities, including ditches and canals, and shall delineate any recorded easements related thereto. The boundary of stream and river corridors and wetlands shall be delineated at the ordinary high-water mark.

3. SETBACKS. The following setbacks are required:

   a. Setbacks from wetlands shall extend a minimum of fifteen feet (15') outward from the delineated wetland ordinary high-water mark.

   b. Setbacks from stream and river corridors shall extend a minimum of fifty feet (50') outward from the ordinary high-water mark.

   c. Setbacks from irrigation ditches and canals that meet the Army Corps of Engineers definition for waters of the United States shall extend a minimum of ten feet (10') from the ordinary high-water mark.

   d. Setbacks for primary or accessory buildings and structures from other irrigation ditches and canals shall extend a minimum of ten feet (10’) from the edge of the ditch or canal or to the edge of the recorded easement or other ownership interest of the owner of the ditch or canal, if any.

4. RUNOFF CONTROL.

a. All projects adjacent to wetlands, stream and river corridors, or irrigation ditches or canals that meet the Army Corps of Engineers definition for waters of the United States, must apply best management practices for both temporary and permanent runoff control to minimize sediment and other contaminants.

b. All development activity that increases the runoff or drainage to private irrigation ditches or canals, that proposes the use of private irrigation ditches or canals as stormwater management facilities, or that proposes any other modification to any private irrigation ditch or canal, shall obtain the written approval of owner of such ditch or canal, pursuant to state law.

5. PROTECTION OF WILDLIFE AND PERSONS.

a. Construction shall be organized and timed to minimize disturbance of protected wildlife habitats and areas inhabited by or frequently utilized by any species identified by state or Federal agencies as threatened or endangered.

b. If the proposed development is on land that contains a protected wildlife habitat, areas inhabited or frequently utilized by any species identified by state or Federal agencies as threatened or endangered, or wildlife corridor, the development plans shall include provisions to ensure that any habitat and corridor contained in shall not be disturbed or diminished.

c. If wildlife that may create conflicts for future occupants of the development are known to exist in areas adjacent to or on the proposed development area, then the development plans must include provisions to minimize these conflicts to the extent reasonably feasible.

6. FLOOD HAZARDS, STORMWATER, AND DRAINAGE. All development shall conform to City regulations regarding flood damage prevention, stormwater management, and drainage requirements. Development that requires special stormwater containment or drainage facilities shall provide adequate private means of maintaining the same in perpetuity.

8-107 Construction Activity and Filling

1. Fills for construction shall be limited to a maximum depth of eight feet (8’). No street, building, structure, municipal utility facility, or other infrastructure shall be located on or within an area with greater than eight feet (8’) of fill. This shall not restrict landscaping, vegetation, grading, or fencing of such filled areas.

2. All filled areas shall be identified in a plan addressing, identifying, and managing drainage and run-off from the filled area, as required by the City, to avoid impacts on adjacent property and other stormwater or drainage facilities or channels.

8-108 Appeals

1. Appeals from a final decision based on the regulations and requirements set forth in this Chapter, and requests for variances of any regulation or requirement set forth herein, shall be pursued according to the procedures set forth in Article 3 of this Code.

2. Appeals from a final decision based on the administration or interpretation of the provisions of this Chapter related to geologic hazards may be pursued according to the procedures set forth in Utah Code 10-9a-703(2), at the written request of the applicant.

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #5

DATE: September 5, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Jay Baughman, Assistant City Administrator/Community Development Director

SUBJECT: **ACTION:** Preliminary Plat – Magnolia Estates

TYPE: **LAND USE (ADMINISTRATIVE)**

PURPOSE:
The City Council will consider a request by the developers for preliminary plat approval of an 8-lot subdivision in the R-1-40 Zone located south of 4697 W. 11200 N. The City Council will take appropriate action.

STAFF RECOMMENDATION:
Staff recommends the City Council accept the findings, and **APPROVE** of the proposed preliminary plat with the following stipulations:

1. The final plat shall be in substantial conformance with the preliminary plat received July 5, 2023.
2. All public improvements shall be installed as required by the City Engineer.
3. The civil construction plans shall meet all requirements as determined by the City Engineer.
4. Staff will coordinate with the developer regarding a reimbursement agreement for sewer extension in Manor Drive.
5. Parcel A shall be shown as a dedication/conveyance to Highland City, all indication that Parcel A is also public utility easement shall be removed from the plat.

BACKGROUND:
The property is approximately 7.82 acres and is zoned R-1-40. The square footage allows for an 8-lot subdivision in the R-1-40 Zone.

SUMMARY OF THE REQUEST:
1. The applicant is requesting preliminary plat approval of eight (8) single-family residential lots located at approximately 4697 W. 11200 N.
2. The lot sizes meet the requirements of the R-1-40 Zone by having only one (1) lot that is less than 30,000 square feet.
3. The north side of Lot 2 will not provide access to 11200 North Street except by a private drive.
4. There will be no connection from Manor Drive/Magnolia Drive to Snowflake Drive due to concerns that connecting those roads would provide a dangerous thoroughfare. There will be a 10’ pedestrian access inside of a 35’ PUE between the two roads. The 10’ pedestrian access will be dedicated to and owned by the City.

CITIZEN PARTICIPATION:

Notice of the public hearing to be held at the Planning Commission meeting was sent to all residents within 500’ of the subject property. Notice of this public hearing was also posted on the state and city websites on August 17, 2023. Several citizens and other interested parties turned out at the hearing to ask questions about the development or voice their opinion on the matter. Concerns were mainly in relation to the lack of connection to Snowflake on the west side and the status of the temporary turn-around on Snowflake.

STAFF REVIEW:

Zoning

- The property is designated as Low-Density Residential in the General Plan Land Use Map. It is zoned R-1-40.
- The properties directly north, east, and west of the proposed project are zoned R-1-40. The properties directly to the south are zoned Non-Conforming R1-20. The proposed subdivision is compatible with the surrounding uses.

General Plan

- The property is in compliance with the Highland City General Plan.

Access and Utilities

- Road access to the site will be from Manor Drive on the south/west side. Access on the east side will be via Snowflake Drive. The proposed road configuration provides access to the development that meets fire code and city requirements for connectivity and also resolves cul-de-sac/access issues with Manor Drive on the south and Snowflake Drive/Mill Iron Circle on the east.
- Asking the developer to put in a third access point and connect on the west side of the development to Snowflake Drive would be outside of what the City can legally require, as there is no development need for a third access point and the dedication of that property could reduce the allowable development density. Such an action would likely constitute a taking of land on the City’s part.
- There are resident concerns that if Snowflake did connect on the west, it would be used as a cut-through to circumvent traffic on North County Boulevard and become a dangerous thoroughfare.
- Utilities will be primarily from Snowflake Drive on the west, within the 10’ pedestrian access/35’ PUE.
- City has requested that developer extend sewer down into Manor Drive in order to provide sewer service to the northern lots on Manor Drive, which currently have no access to sewer. The City will reimburse the developer for the sewer extension costs, as the sewer extension is not needed for the Magnolia Estates development.

FINDINGS:

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

- The preliminary plat is consistent with the General Plan.
- The preliminary plat is compliant with R-1-40 Zoning requirements.
- The proposed subdivision meets applicable requirements in the Highland City Design Criteria for Public Improvements.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on August 29, 2023. Several citizens and other interested parties turned out at the hearing to voice their opinion on the matter. A resident that lives adjacent to the development on the West participated in the public hearing, stating that when she and her husband built their house nine years ago, they wanted to put in a cul-de-sac but were told by the City they could not because they lacked the required space in relation to their desired lot size. At the time, a short-term turnaround bulb was put in as a temporary solution. Now that the street is not going through, the resident expressed concern that the temporary solution is now a permanent one. Other comments were questions about the development, neither for nor against, including questions as to a potential future access north to 11200 North.. Some commenters spoke in regard to safety concerns on Manor Drive while construction vehicles would be in the area.

The Planning Commission voted 5:0 to recommend APPROVAL of the preliminary plat with the following stipulations:

1. The final plat shall be in substantial conformance with the preliminary plat received July 5, 2023.
2. All public improvements shall be installed as required by the City Engineer.
3. The civil construction plans shall meet all requirements as determined by the City Engineer.
4. Staff will coordinate with the developer regarding a reimbursement agreement for sewer extension in Manor Drive.
5. Parcel A shall be shown as a dedication/conveyance to Highland City, all indication that Parcel A is also public utility easement shall be removed from the plat.

FISCAL IMPACT:

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

MOTION TO RECOMMEND APPROVAL:

I move that the City Council accept the findings and **APPROVE** the preliminary plat for the Magnolia Estates subdivision subject to the stipulations recommended by Staff and the Planning Commission.

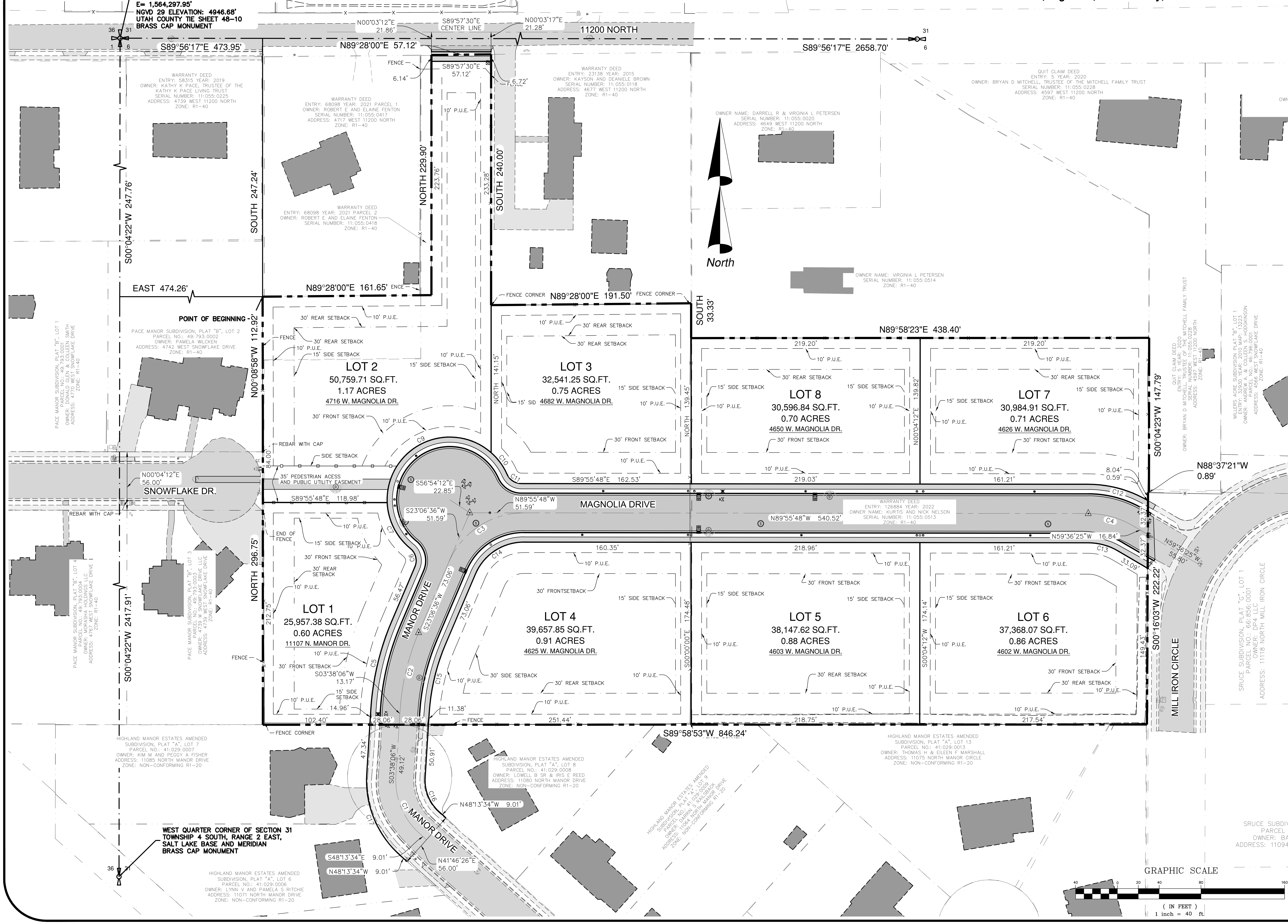
ATTACHMENTS:

1. Proposed Preliminary Plat

MAGNOLIA ESTATES, PLAT "A", PRELIMINARY PLAT

Located in the Northwest Quarter of Section 31, T4S, R2E, SLB&M

4697 W. 11200 N., Highland, Utah County, Utah



DRAFT

SEAL

A.L.M. & Associates, Inc.

Engineering · Surveying · Development · Planning

2230 North University Parkway, Building 6D, Provo, Utah 84604 ph:(801) 374 - 6262

MAGNOLIA ESTATES, PLAT "A"

HOME 66, LLC

PRELIMINARY PLAT

No.	Revision	Date

C1.1

OF SHEETS

Proj # 1093 - 2156

P:\1093-2156\Dwg\1093-2156-C3D.dwg 05 Jul 2023 2:50pm

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT
ITEM #6

DATE: September 5, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, City Engineer/Public Works Director

SUBJECT: **ACTION:** Change Order #1 with VanCon, Inc. for PI Well Modifications

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:
The City Council will consider a change order with VanCon Inc. at Well #4 to facilitate a connection to the pressurized irrigation system from the existing culinary well. The Council will take appropriate action.

STAFF RECOMMENDATION:
Staff recommend approving a Change Order with Van Con Inc. in the amount of $100,825.79 including a 10% contingency for the project at Well #4 to facilitate a connection to the pressurized irrigation system from the existing culinary well.

PRIOR COUNCIL DIRECTION:
On March 21, 2023, the Council approved a construction contract with VanCon, Inc. in an amount up to $1,522,535 for the construction of the new well house for Well #4.

BACKGROUND:
With the drilling and development of the new Well #4, staff realized the opportunity to use the current well at this site for a backup source for the City's pressurized irrigation (PI) system. The purpose of this change order would be to disconnect the piping from the old well previously connected to the culinary system and reconnect it to the PI system with necessary backflow prevention. This would provide an additional source of water in drought years or failure of other PI wells. The existing well is a $1M~2M asset to the City. This change order allows the City to make use of that asset rather than entirely abandoning it.

The primary use of the well site #4 would remain to provide Culinary water to the residents of Highland. This reuse of the old well for PI would only be utilized in emergency situations if all other options have been exhausted. At the time the existing well was used for PI, the new culinary well would be turned off to prevent problems in the PI well in the event the culinary well drew down the water level too low. Staff would operate another culinary well to maintain sufficient culinary water to residents while the PI well is being used. Both wells would not be operated at the same time under any circumstances.

FISCAL IMPACT:

The cost of this project is $100,825 with a 10% Contingency. Funding for this expense was not included in the FY24 budget. As this expenditure was not included in the budget, it will need to be funded by the pressurized irrigation enterprise fund and may be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

However, there are $2,132,699 in funds allocated in GL53-40-60, PI Capital Expenses/Projects in the FY2024 budget. These funds have been allocated for the 6000 West pump station. That pump station is currently in design and will be bid this winter. If bids come in less than the budgeted amounts, there may not need to be a budget adjustment.

Additionally, in the PI rate studies, the City expenses for the PI meter project were anticipated to be larger than is currently forecasted. As such, there are funds available for this expense.

MOTION TO APPROVE:

I move that City Council APPROVE change order #1 with Van Con Inc. for the connection of the existing well to the pressurized irrigation system in an amount up to $100,825 and AUTHORIZE the City Administrator to sign the documents.

MOTION TO DENY:

I move that City Council deny Change Order #1 with Van Con Inc. (City Council to provide further staff further direction.)

ATTACHMENTS:

1. CO #1 - PI well modifications

Highland Well #4 Improvements - CO#1 PI Well Modifications

VanCon Inc.

1825 North Mountain Springs Pkwy

Springville, UT 84663

Contact: **Douglas Riley**

Phone: **801-491-8898**

Fax: **801-491-8883**

Quote To: Highland City

Phone:

Fax:

Job Name: Highland Well #4 improvements

Date of Plans: 5/16/23

Revision Date: 7/31/23

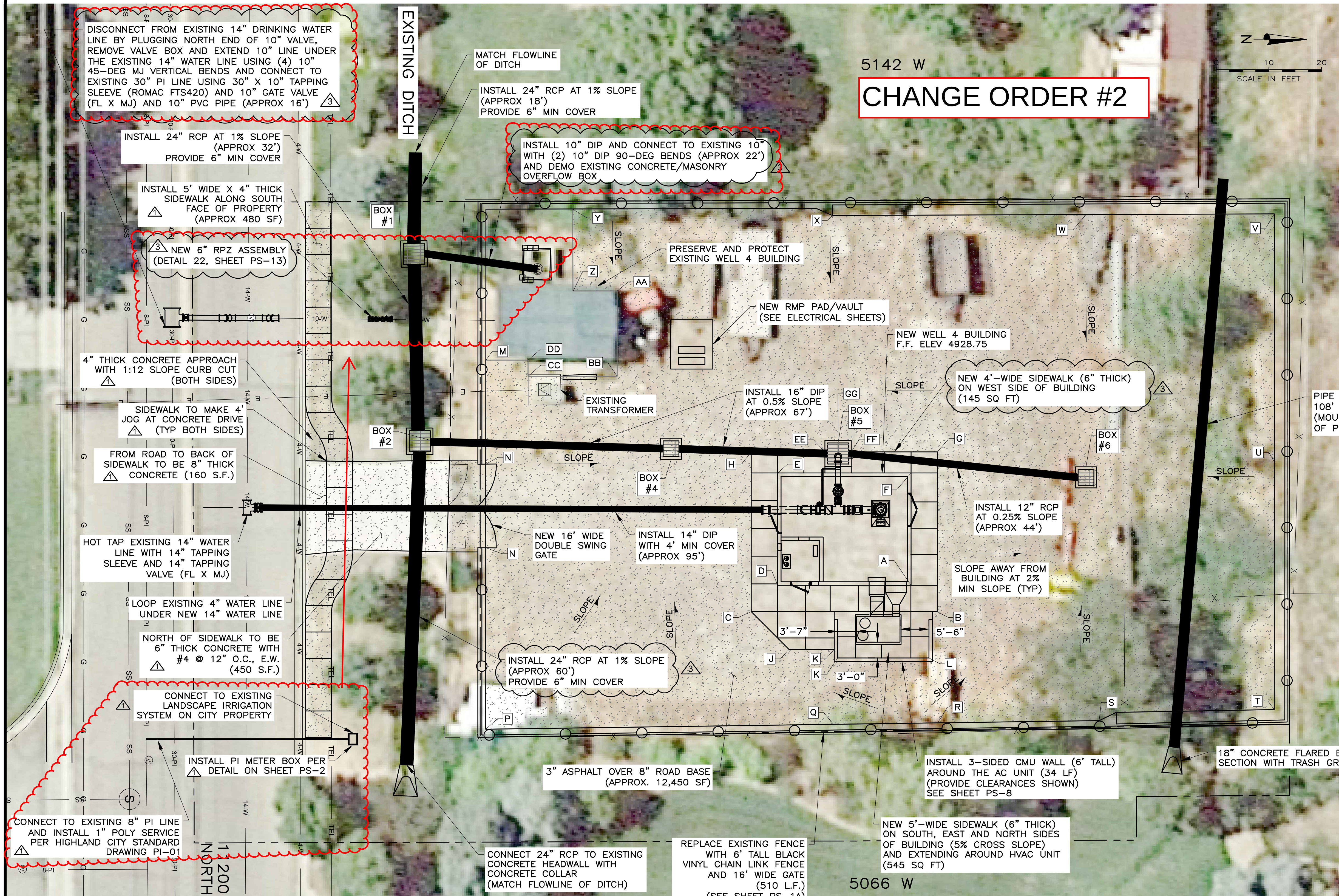
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CO-02.01	12" RCP Drainage Pipe Credit in A-11	-7.00	LF	127.50	-892.50
CO-02.02	New 10" DIP Overflow Line, Addition	22.00	LF	297.50	6,545.00
CO-02.03	Traffic Control for the Pipe work & Asphalt	1.00	LS	1,828.30	1,828.30
CO-02.04	Pipe Demo - Locate, remove pipe, prep connection	1.00	LS	3,004.25	3,004.25
CO-02.05	10" & 14" Drinking Water to 30" DI Line, 6" RPZ,	1.00	LS	51,080.86	51,080.86
CO-02.06	Tap, Gate Valve, box & Collar	1.00	LS	6,300.42	6,300.42
CO-02.07	Asphalt Patch of Tie in and Loop	1.00	LS	14,872.20	14,872.20
CO-02.08	Changes to Electrical Service Feed	1.00	LS	8,126.85	8,126.85
CO-02.09	POH@15% on Sub, Labor, Material & Equipment	1.00	LS	13,627.77	13,627.77
	Subtotal				**104,493.15**
CO-02.10	Credit for irrigation tie in on West Side	1.00	LS	-3,667.36	-3,667.36

GRAND TOTAL **$100,825.79**

NOTES:

Changes requested by City at precon:
#1 - 12" RCP Drainage pipe removed, changed design to 10" DI
#2 - 10" DIP overflow for existing well house - changed from 12" RCP
#3 - Traffic Control for area
#4 - Demo, including asphalt removal, haul off, locate pipe, prep connection.
#5 - 10" & 14" Pipeline to 30" Irrigation line connections to PRZ. includes Labor, Equipment, and Material.
#6 - Tap into the Storm Drain, install Gate Valve, valve box and collar. Includes Labor, Equipment, and Material.
#7 - Asphalt patch including tie in and loop areas.
#8 - Changes requested for Electrical connections in building.
#9 - Profit & Overhead at 15% on work, subcontracts, and material.
#10 - Option to move the street irrigation connection in the east to the west closure to the newly proposed RPZ is located.

Thank You
Douglas Riley



DRAINAGE BOX INFORMATION

#	ELEVATION	DESCRIPTION
1 (4'X4')	4928.01	RIM ELEVATION
	4924.76	24" RCP INVERT (E/W)
	4925.70	12" RCP INVERT (N)
2 (4'X4')	4928.26	RIM ELEVATION
	4925.01	24" RCP INVERT (E/W)
	~~4925.01~~	~~16" DIP INVERT (N)~~
3 (4'X4')	~~4928.74~~	~~RIM ELEVATION~~
	~~4925.49~~	~~24" RCP INVERT (E/W)~~
4 (3'X3')	4927.60	RIM ELEVATION
	4925.21	16" DIP INVERT (N/S)
5 (4'X4')	4928.50	RIM ELEVATION
	4925.36	16" DIP INVERT (S)
	4925.36	12" RCP INVERT (N)
6 (3'X3')	4927.67	RIM ELEVATION
	4925.48	12" RCP INVERT (S)

NOTE: ALL BOXES TO INCLUDE GRATED OPENING

3

#	ELEV	DESCRIPTION
A	4928.70	TOP OF SIDEWALK
B	4928.17	TOP OF SIDEWALK
	4928.17	TOP OF ASPHALT
C	4928.13	TOP OF SIDEWALK
	4927.90	TOP OF ASPHALT
D	4928.70	TOP OF SIDEWALK
E	4928.70	TOP OF SIDEWALK
F	4928.70	TOP OF SIDEWALK
G	4928.50	TOP OF SIDEWALK
	4928.50	TOP OF ASPHALT
H	4928.40	TOP OF SIDEWALK
	4927.90	TOP OF ASPHALT
J	4928.00	TOP OF SIDEWALK
	4928.00	TOP OF ASPHALT
K	4928.20	TOP OF SIDEWALK
	4928.20	TOP OF ASPHALT
L	4928.42	TOP OF SIDEWALK
	4928.42	TOP OF ASPHALT
M	4927.4	TOP OF ASPHALT (MATCH EG)
N	4928.00	TOP OF ASPHALT
P	4928.84	TOP OF ASPHALT
Q	4928.00	TOP OF ASPHALT (MATCH EG)
R	4928.72	TOP OF ASPHALT
S	4928.57	TOP OF ASPHALT
T	4928.81	TOP OF ASPHALT
U	4928.39	TOP OF ASPHALT
V	4928.40	TOP OF ASPHALT
W	4928.67	TOP OF ASPHALT
X	4930.78	TOP OF ASPHALT (MATCH EG)
Y	4929.50	TOP OF ASPHALT (MATCH EG)
Z	4927.70	TOP OF ASPHALT (MATCH EG)
AA	4927.60	TOP OF ASPHALT (MATCH EG)
BB	4927.80	TOP OF ASPHALT (MATCH EG)
CC	4927.70	TOP OF ASPHALT (MATCH EG)
DD	4927.70	TOP OF ASPHALT (MATCH EG)
EE	4928.17	TOP OF SIDEWALK
	4928.17	TOP OF ASPHALT
FF	4928.17	TOP OF SIDEWALK
	4928.17	TOP OF ASPHALT
GG	4928.12	TOP OF ASPHALT

NOTES:

1. IF WORK IN EITHER DITCH IS DONE BETWEEN APRIL 15 – OCTOBER 15, CONTRACTOR SHALL COORDINATE WITH LEHI IRRIGATION COMPANY PRIOR TO ANY WORK BEING PERFORMED. DITCH MAY ONLY BE OUT OF SERVICE FOR 2 DAYS AT A TIME.
2. FINAL LOCATION OF PERIMETER FENCING TO BE DETERMINED BY OWNER.
3. LANDSCAPE RESTORATION ALONG SOUTH FRONTAGE SHALL CONSIST OF BACKFILLING EXISTING DITCH, PLACING SOD ALONG ALL DISTURBED AREAS WITH 6" TOPSOIL AND EXTENDING THE IRRIGATION SPRINKLING SYSTEM TO INCORPORATE THE NEW SOD AREAS.

FILE NAME: USERS\BRADF\DROPBOX\HIGHLAND CITY\WELL 4 REPLACEMENT\CAD\PS-1_R3 SITE PLAN.DWG
FILE DATE: 5-24-2023 12:19:45 (JEB)

BT ENGINEERING

FOR:
HIGHLAND CITY
5400 W CIVIC CENTER DR
HIGHLAND, UT 84003

CONTACT:
ANDY SPENCER
801-772-4508

HIGHLAND CITY WELL #4 IMPROVEMENTS
SITE PLAN

REGISTERED PROFESSIONAL ENGINEER — NO. 5148332 — JASON BRADFORD — 5-24-2023 — STATE OF UTAH

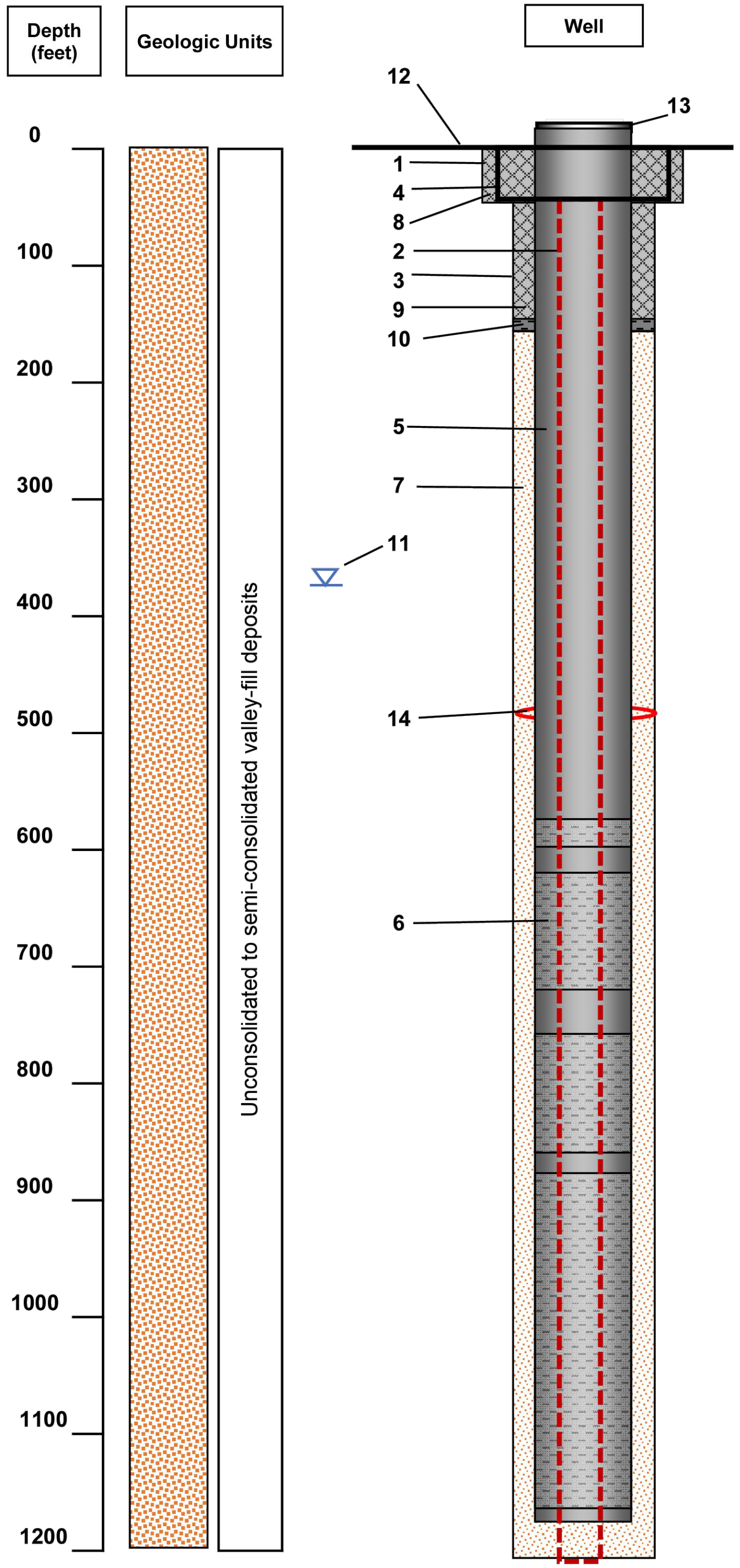
NO.	DATE	REVISION	BY
1	3/2/23	ADDENDUM 1	JB
2	4/4/23	FENCE GRADING	JB
3	5/16/23	GRADING/FENCE	JB

PROJECT NO.:	DATE:
001.22.001	APRIL 2023
DRAWN BY:	CHECKED BY:
JB	TT

PROJECT MANAGER:
T. TIMOTHY

SITE PLAN

PS-1



DRAWING NOT TO SCALE

Explanation

Borehole Diameters
1 - 36-inch diameter conductor casing borehole (0 to 40 feet).
2 - 14.75-inch diameter pilot borehole (40 to 1205 feet).
3 - 24-inch diameter production borehole (40 to 1200 feet).

Blank Casing
4 - 30-inch diameter low carbon steel conductor casing; 0.375-inch wall thickness (0 to 40 feet).
5 - 18-inch diameter low carbon steel production casing; 0.375-inch wall thickness (+2 to 580 feet, 600 to 620 feet, 720 to 760 feet, 860 to 880 feet and 1160 to 1180 feet) with bottom cap.

Well Screen
6 - 18-inch diameter Roscoe Moss stainless steel type 304L wire-wrapped well screen; 0.100-inch slots (580 to 600 feet, 620 to 720 feet, 760 to 860 feet, 880 to 1160 feet).

Gravel Pack
7 - SRI Supreme 1/4 x 1/8 gravel pack; approximately 1420 cubic feet installed (155 to 1200 feet).

Well Seals
8 - Neat cement grout well seal around conductor casing; approximately 225 cubic feet installed (0 to 40 feet).
9 - Certified neat cement grout well seal around production casing; approximately 663 cubic feet installed (5 to 150 feet).
10 - Unhydrated bentonite plug around production casing and on top of gravel; approximately 250 pounds installed (150 to 155 feet).

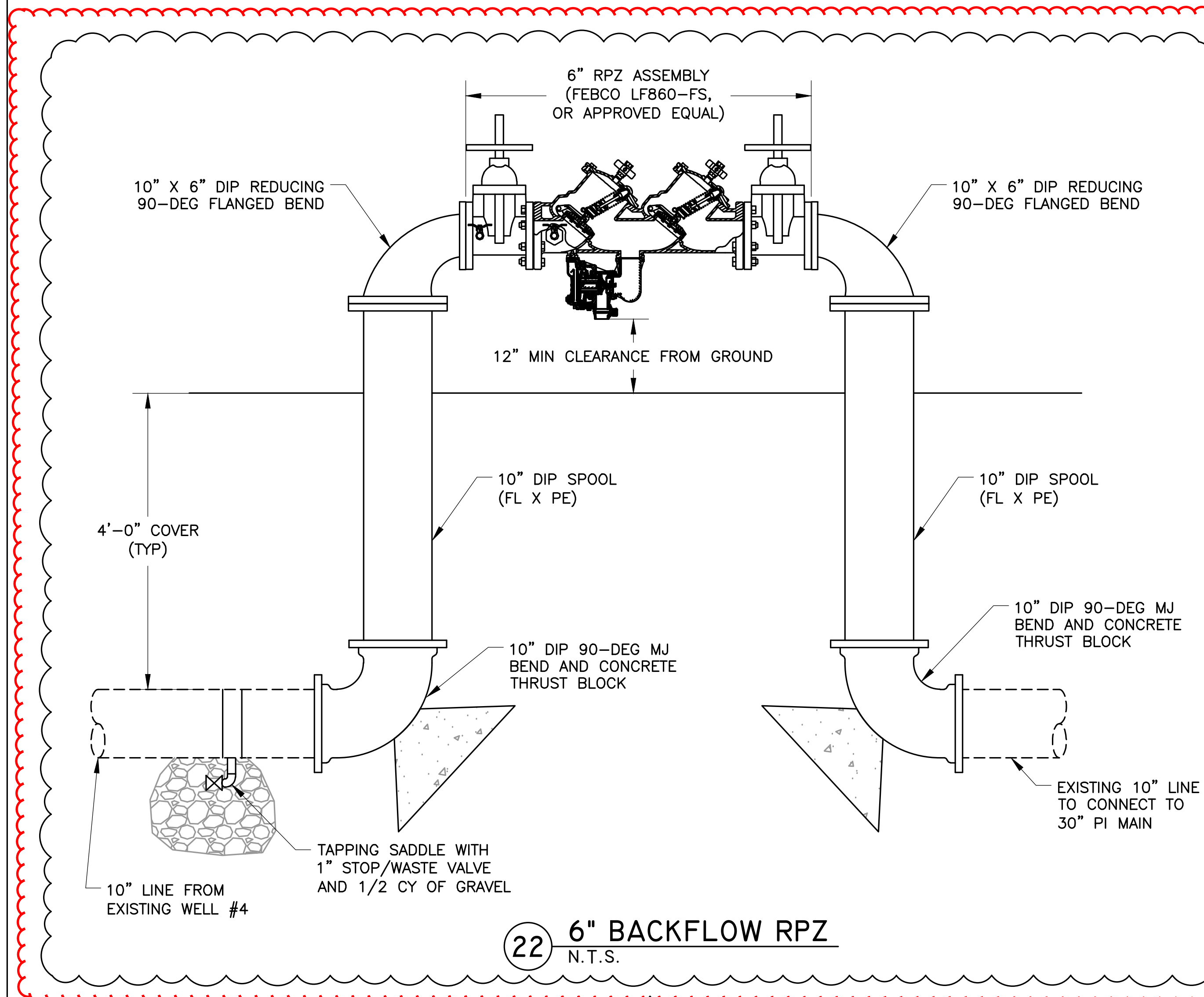
Static Water Level
11 - Static water level measured to be 380 feet below ground surface on January 18, 2022.
12 - Ground elevation approximately 4925 feet.

Other
13 - Well head extends 2 feet above ground surface.
14 - Centralizers every 60 feet.

Notes:
Drilled and constructed by Lang Equipment, LLC (Alan Lang, Utah-licensed Water Well Driller No. 568).
Well Identification Number (WIN): 445978.

LRE WATER

Highland City
As-Built Construction
Well #4 Replacement
Figure 2



22 6" BACKFLOW RPZ
N.T.S.

BT ENGINEERING

FOR:
HIGHLAND CITY
5400 W CIVIC CENTER DR
HIGHLAND, UT 84003

CONTACT:
ANDY SPENCER
801-772-4508

HIGHLAND CITY
WELL #4 IMPROVEMENTS
EXISTING WELL CONSTRUCTION DETAILS
FENCING OPTIONS

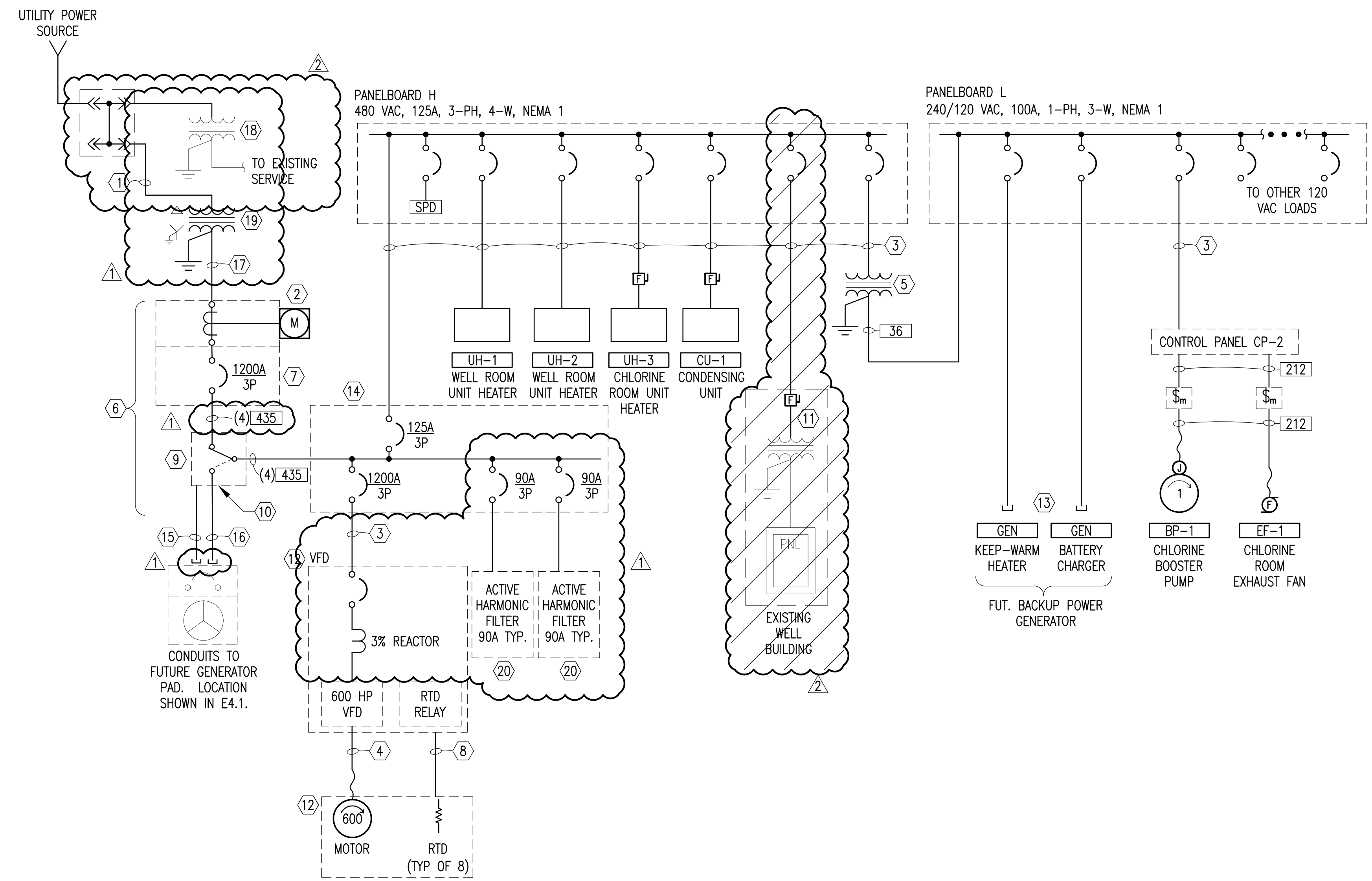
NO. 5148332
JASON BRADFORD
5-22-2023
REGISTERED PROFESSIONAL ENGINEER STATE OF UTAH

NO.	DATE	REVISION	BY
1	5/19/23	6" RPZ	JB

PROJECT NO.: 001.22.001 | DATE: APRIL 2023
DRAWN BY: JB | CHECKED BY: TT
PROJECT MANAGER: T. TIMOTHY

EXISTING WELL CONSTRUCTION DETAILS
PS-13

FILE NAME: USERS\BRADF\DROPBOX\HIGHLAND CITY\WELL 4 REPLACEMENT\CAD\PS-13_R1 EXISTING WELL DETAILS.DWG
FILE DATE: 5/23/2023 11:23:45 (JEB)



POWER ONE-LINE DIAGRAM
SCALE: NTS

ELECTRICAL UTILITY INSTALLATION		
UTILITY INFORMATION		
UTILITY COMPANY:	~~ROCKY MOUNTAIN POWER~~	
UTILITY COMPANY CONTACT:	BRAD KIDD	
CONTACT INFORMATION (PHONE):	801-756-1233	
WORK ORDER NUMBER:	8225250	
SERVICE PRIMARY	**SUPPLIED BY:**	**INSTALLED BY:**
PRIMARY TRENCHING/BACKFILL	-	CONTRACTOR
PRIMARY CONDUIT	CONTRACTOR	CONTRACTOR
PRIMARY CONDUCTOR	UTILITY COMPANY	UTILITY COMPANY
SERVICE TRANSFORMER	**SUPPLIED BY:**	**INSTALLED BY:**
TRANSFORMER PAD	CONTRACTOR	CONTRACTOR
TRANSFORMER	UTILITY COMPANY	UTILITY COMPANY
SERVICE SECONDARY	**SUPPLIED BY:**	**INSTALLED BY:**
SECONDARY TRENCHING/BACKFILL	-	CONTRACTOR
SECONDARY CONDUIT	CONTRACTOR	CONTRACTOR
SECONDARY CONDUCTOR	UTILITY COMPANY	UTILITY COMPANY
METERING EQUIPMENT	**SUPPLIED BY:**	**INSTALLED BY:**
METER	UTILITY COMPANY	UTILITY COMPANY
METER SOCKET	CONTRACTOR	CONTRACTOR
COMBO METER/MAIN	-	-
CURRENT TRANSFORMER ENCL.	CONTRACTOR	CONTRACTOR
MAIN SERVICE DISCONNECT	CONTRACTOR	CONTRACTOR
CT ENCL. TO METER SOCKET WIRING	UTILITY COMPANY	UTILITY COMPANY
CT ENCL. TO METER SOCKET CONDUIT	CONTRACTOR	CONTRACTOR
MAIN SERVICE DISCONNECT	**SUPPLIED BY:**	**INSTALLED BY:**
CIRCUIT BREAKER	CONTRACTOR	CONTRACTOR
FUSED DISCONNECT SWITCH	-	-

SHEET KEYNOTES CONTINUED:

18. EXISTING TRANSFORMER TO REMAIN.
19. TRANSFORMER PAD/VAULT: RMP SI# 7992600.
20. FILTERS MAY BE SUPPLIED SEPARATE OR INSIDE VFD ENCLOSURE.
21. ~~INSTALL NEW SECTIONALIZER. FEED EXISTING TRANSFORMER AND~~ MAINTAIN INTEGRITY OF EXISTING BUILDING ELECTRICAL SERVICE. PROVIDE NEW UG FEED TO THE NEW TRANSFORMER FOR THE ~~NEW WELL.~~

GENERAL NOTES:

1. REFER TO CONDUIT/CONDUCTOR TABLE ON E1.2 FOR WIRE AND CONDUIT REQUIREMENTS.
2. REFER TO ELECTRICAL PLANS FOR EQUIPMENT LOCATIONS.
3. REFER TO THE ELECTRICAL UTILITY INSTALLATION TABLE FOR SERVICE ENTRANCE CONTRACTOR AND UTILITY RESPONSIBILITIES.
4. INITIAL MOTOR WILL BE 400 HP. CONTRACTOR SHALL INSTALL ALL ELECTRICAL EQUIPMENT, CONDUIT AND WIRE FOR THE FUTURE 600 HP WELL MOTOR.
5. OWNER HAS A 455 KW PORTABLE GENERATOR TO PROVIDE BACKUP POWER FOR THE 400 HP WELL PUMP. THE SITE WILL BE CONSTRUCTED FOR A FUTURE PERMANENT BACKUP POWER GENERATOR FOR WHEN THE OWNER UPGRADES THE PUMP TO 600 HP.

SHEET KEYNOTES:

1. 4"C FROM UTILITY POLE TO EXISTING TRANSFORMER. EXTEND CONDUIT FROM EXISTING TRANSFORMER TO NEW TRANSFORMER PAD. PROVIDE LONG SWEEP CONDUIT BENDS AS REQUIRED BY THE UTILITY COMPANY.
2. INSTALL METER SOCKET ON EXTERIOR OF THE EQUIPMENT.
3. REFER TO PANELBOARD MDP, H, OR L SCHEDULE FOR CIRCUIT ID, THEN REFER TO THE CONDUIT/CONDUCTOR TABLE ON E2.1 FOR WIRE AND CONDUIT REQUIREMENTS.
4. 3 EA, 3"C, W/3C-350kCMIL, SHIELDED VFD CABLE, (BELDEN 29534, OR APPROVED EQUAL).
5. <u>TRANSFORMER L</u>: 15 KVA, 480 VAC PRIMARY, 240/120 VOLT SECONDARY.
6. <u>SERVICE ENTRANCE SWITCHGEAR</u>: 480 VAC, 3-PH., 4-W, NEMA 3R ENCLOSURE, 1200A METERING SECTION, 1200A CIRCUIT BREAKER WITH GROUND FAULT PROTECTION AND 1200A DISTRIBUTION PANELBOARD "MDP".
7. LABEL CIRCUIT BREAKER AS "MAIN SERVICE DISCONNECT" AND WITH AVAILABLE FAULT CURRENT AS REQUIRED BY NEC 110.24. PROVIDE CIRCUIT BREAKER WITH GROUND FAULT PROTECTION.
8. SEE E2.2, TABLE RTD.
9. AUTOMATIC TRANSFER SWITCH SECTION. 1200A, 480 VAC, 3-PH, 4-P, NEMA 3R LOCKABLE ENCLOSURE. SWITCH SHALL BE OPERATED MANUALLY WHEN PROVING BACKUP POWER FOR THE 400 HP WELL MOTOR.
10. PROVIDE A 8"H x 16"W REMOVABLE PANEL IN EXTERIOR DOOR FOR OWNERS PORTABLE GENERATOR CABLING.
11. ~~OWNER WILL RETAIN THE OLD WELL BUILDING ON THE SITE. PROVIDE A NEW TRANSFORMER DISCONNECT SWITCH AND RE-WIRE EXISTING TRANSFORMER AND LOW VOLTAGE PANEL AS REQUIRED. PROVIDE FUSING AS REQUIRED.~~
12. INITIAL WELL MOTOR SIZE: 400 HP. PROVIDE A 600 HP RATED VFD WITH A REACTOR, ACTIVE HARMONIC FILTER AND VENTILATION FOR THE FUTURE 600 HP MOTOR.
13. STUB CONDUITS TO THE FUTURE GENERATOR LOCATION. IDENTIFY WITH TWO EMBEDDED 4X4 WOOD POSTS THAT EXTEND 48-IN ABOVE GRADE. PROVIDE ACCURATE DIMENSIONS ON AS-BUILD DRAWINGS.
14. MAIN DISTRIBUTION SWITCHBOARD SECTION.
15. 1"C, WITH PULL STRING (FUTURE CONDUCTORS FOR ATS TO REMOTELY START/STOP THE GENERATOR).
16. 4 EA, 3"C WITH PULL STRINGS (FUTURE GENERATOR POWER CONDUCTORS).
17. (5) 4" CONDUITS.

H.P.E. INC.
ELECTRICAL ENGINEERS
POWER, CONTROL & INSTRUMENTATION SYSTEMS
HEGERHORST POWER ENGINEERING INCORPORATED
708 EAST 50 SOUTH,
AMERICAN FORK, UTAH, 84003
TEL. (801) 642-2051
FAX. (801) 642-2154

HPE
ELECTRICAL ENGINEERING

REGISTERED PROFESSIONAL ENGINEER 86-114-2202 KEITH B. HEGERHORST STATE OF UTAH

REV:	DATE:	DESCRIPTION:	BY:
1	3/1/23	ADDENDUM #1	KBH
2	8/8/23	CHANGE #1	KBH
3			
4			
5			
6			
7			
8			
9			
10			

HIGHLAND CITY
WELL NO. 4 REBUILD
HIGHLAND, UTAH

POWER ONE-LINE DIAGRAM

VERIFY SCALE
0" 1"
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING SCALE: AS SHOWN
DRAWN BY: GDS
DESIGNED BY: KBH
ENGINEERED BY: KBH
DATE: AUG. 2022
SHEET NO. E2.1
HPE PROJECT NO. 22.040

SERVICE ENTRANCE EQUIPMENT

LOCATION: SE EQUIPMENT | MFGR: SQUARE D COMPANY | 1200 AMPS | VOLTS: 480Y/277
DIMENSIONS: | TYPE: | 1200 M.C.B. | PHASE: 3
MOUNTING: FLOOR | NEMA: 1 | A.I.C. | WIRES: 4
FEED: BOTTOM | SURGE PROTECTION | FED FROM: UTILITY

BRKR A	P	DESCRIPTION	WIRE SIZE	CONT. WATTS	N-CONT. WATTS	NO	PHASE LOADS A CONT.	A N-CONT.	B CONT.	B N-CONT.	C CONT.	C N-CONT.
1200	3	PANEL MDP	4-435	770,212	6,120	1	256,710	3,190	257,845	2,930	255,657	0
		TOTAL WATTS:		770,212	6,120		256,710	3,190	257,845	2,930	255,657	0
		CONTINUOUS LOAD:		770,212								
		CONTINUOUS LOAD * 125%:		962,765								
		NON-CONTINUOUS LOAD:		6,120								
		DESIGN WATTS:		968,885								
		MIN. RATING (AMPS):		1,167								

PANELBOARD MDP

LOCATION: SE EQUIPMENT | MFGR: SQUARE D COMPANY | 1,200 AMPS | VOLTS: 480Y/277
DIMENSIONS: | TYPE: QES | X M.L.O | PHASE: 3
MOUNTING: FLOOR | NEMA: 1 | 22,000 A.I.C. | WIRES: 4
FEED: BOTTOM | X SURGE PROTECTION | FED FROM: M.C.B.

BRKR A	P	DESCRIPTION	WIRE SIZE	CONT. WATTS	N-CONT. WATTS	NO	PHASE LOADS A CONT.	A N-CONT.	B CONT.	B N-CONT.	C CONT.	C N-CONT.
1200	3	WELL VFD (600 HP)	3-350	572,976		1	190,992	0	190,992	0	190,992	0
125	3	PANELBOARD H	42	47,764	6,120	2	15,894	3,190	17,029	2,930	14,841	0
90	3	ACTIVE HARMONIC FILTER-1	32	74,736		3	24,912	0	24,912	0	24,912	0
90	3	ACTIVE HARMONIC FILTER-2	32	74,736		3	24,912	0	24,912	0	24,912	0
		TOTAL WATTS:		770,212	6,120		256,710	3,190	257,845	2,930	255,657	0
		CONTINUOUS LOAD:		770,212								
		CONTINUOUS LOAD * 125%:		962,765								
		NON-CONTINUOUS LOAD:		6,120								
		DESIGN WATTS:		968,885								
		MIN. RATING (AMPS):		1,167								

1 1

GENERAL NOTES:

1. LIGHTING FIXTURE SCHEDULE ON E4.4.
2. HVAC EQUIPMENT SCHEDULE ON E4.5.

SHEET KEYNOTES:

1. COORDINATE WITH VFD SUPPLIER. FILTER MAY BE AN INTEGRAL TO THE VFD ENCLOSURE AND THIS SEPARATE CIRCUIT BREAKER/CIRCUIT MAY NOT BE REQUIRED. TWO 90A RATED FILTERS SHOWN ON THE PLANS. MODIFY AS REQUIRED BY THE FILTER SUPPLIER.

PANELBOARD H

LOCATION: WELL ROOM | MFGR: SQUARE D | 125 AMPS | VOLTS: 480Y/277
DIMENSIONS: 20"W x 5.75"D x 32"H | TYPE: NF | 125 M.C.B. | PHASE: 3
MOUNTING: SURFACE | NEMA: 1 | 22,000 A.I.C. | WIRES: 4
FEED: BOTTOM | X SPD | FED FROM: MDP

BRKR A	P	DESCRIPTION	WIRE SIZE	CONT. WATTS	N-CONT. WATTS	NO	PHASE LOADS A CONT.	A N-CONT.	B CONT.	B N-CONT.	C CONT.	C N-CONT.	NO	N-CONT. WATTS	CONT. WATTS	WIRE SIZE	DESCRIPTION	BRKR A	P
35	2	TRANSFORMER L	28	1,053	3,190	1	11,461	3,190					2		10,408	36	ROOF TOP HVAC RTU-1	50	3
-	-	-	-	2,188	2,930	3			12,596	2,930			4		10,408	-	-	-	-
	1	AVAILABLE SPACE				5					10,408	0	6		10,408	-	-	-	-
20	3	UNIT HEATER UH-1	312	1,667		7	2,767	0					8		1,100	312	UNIT HEATER UH-3	20	3
-	-	-	-	1,667		9			2,767	0			10		1,100	-	-	-	-
-	-	-	-	1,667		11					2,767	0	12		1,100	-	-	-	-
20	3	UNIT HEATER UH-2	312	1,667		13	1,667	0					14				SPARE	20	2
-	-	-	-	1,667		15			1,667	0			16			-	-	-	-
-	-	-	-	1,667		17					1,667	0	18				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				19	0	0					20				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				21			0	0			22				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				23					0	0	24				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				25	0	0					26				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				27			0	0			28				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				29					0	0	30				AVAILABLE SPACE		1
		TOTAL WATTS:		13,241	6,120		15,894	3,190	17,029	2,930	14,841	0		0	34,523				
		CONTINUOUS LOAD:		47,764															
		CONTINUOUS LOAD * 125%:		59,705															
		NON-CONTINUOUS LOAD:		6,120															
		DESIGN WATTS:		65,825															
		MIN. RATING (AMPS):		79															

2

TRANSFORMER L

LOCATION: WELL ROOM | 21.2 PRIMARY AMPS | PRIMARY VOLTS: 480
DIMENSIONS: 20"W x 16"D x 27"H | 42.4 SECONDARY AMPS | SECONDARY VOLTS: 240/120
MOUNTING: FLOOR | KVA: 15
FEED: BOTTOM | FED FROM: PNL H

	CONT. WATTS	N-CONT. WATTS	PHASE LOADS A CONT.	A N-CONT.	B CONT.	B N-CONT.
CP-1 CONTROL PANEL	3,241	6,120	1,053	3,190	2,188	2,930
TOTAL WATTS:	3,241	6,120	1,053	3,190	2,188	2,930
CONTINUOUS LOAD:	3,241					
CONTINUOUS LOAD * 125%:	4,051					
NON-CONTINUOUS LOAD:	6,120					
DESIGN WATTS:	10,171					

SMALL MOTOR CONTROL PANEL CP-2

LOCATION: WELL ROOM | MFGR: CUSTON | AMPS | VOLTS: 120
DIMENSIONS: | TYPE: | M.L.O | PHASE: 1
MOUNTING: WALL | NEMA: 1 | A.I.C. | WIRES: 2
FEED: BOTTOM | FED FROM: PNL L

BRKR A	P	DESCRIPTION	WIRE SIZE	CONT. WATTS	N-CONT. WATTS	NO	PHASE LOADS A CONT.	A N-CONT.
10	1	CONTROL POWER				1	0	0
15	1	CHLORINE ROOM EF-1 (F)	212	64		2	64	0
30	1	CHLORINE BOOSTER PUMP (1 HP)	212	1,920		3	1,920	0
	1	AVAILABLE SPACE	-	-	-	4		
		TOTAL WATTS:		1,984	0		1,984	0
		CONTINUOUS LOAD:		1,984				
		CONTINUOUS LOAD * 125%:		2,480				
		NON-CONTINUOUS LOAD:		0				
		DESIGN WATTS:		2,480				
		MIN. RATING (AMPS):		21				

PANELBOARD L

LOCATION: WELL ROOM | MFGR: SQUARE D | 100 AMPS | VOLTS: 240/120
DIMENSIONS: 20"W x 5.75"D x 44"H | TYPE: NQ | 50 M.C.B. | PHASE: 1
MOUNTING: SURFACE | NEMA: 1 | 10,000 A.I.C. | WIRES: 3
FEED: BOTTOM | FED FROM: XFMR L

BRKR A	P	DESCRIPTION	WIRE SIZE	CONT. WATTS	N-CONT. WATTS	NO	PHASE LOADS A CONT.	A N-CONT.	B CONT.	B N-CONT.			NO	N-CONT. WATTS	CONT. WATTS	WIRE SIZE	DESCRIPTION	BRKR A	P
20	1	LTS, INTERIOR	212	228		1	828	0					2		600	212	MAIN CONTROL PANEL/RTU CP-1	20	1
20	1	LTS, EXTERIOR	212	54		3			104	0			4		50	212	FLOW METER	20	1
20	1	RECPT, INTERIOR, WELL RM.	212		900	5	50	900					6		50	212	CHLORINE LEAK DETECTOR	20	1
20	1	RECPT, INTERIOR, CHL. RM.	212		180	7			1,984	180			8	0	1,984	212	SMALL MOTOR CONTROL PANEL CP-2	40	1
20	1	RECPT. EXTERIOR	212		540	9	25	540					10		25	212	CHLORINE PROPORTIONING VALVE	20	1
20	1	SWGR HEATER	212		1,000	11			100	1,000			12		100	212	CHLORINE TANK SCALE	20	1
20	1	SWGR HEATER	212		1,000	13	150	1,000					14		150	212	RESIDUAL CHLORINE ANALYZER	20	1
20	1	SPARE				15			0	750			16	750		3/4"C	FUT. GEN. KEEP WARM HEATER	20	2
20	1	SPARE				17	0	750					18	750		-	-	-	-
	1	AVAILABLE SPACE				19			0	1,000			20	1000		3/4"C	FUT. GEN. BATTERY CHARGER	20	1
	1	AVAILABLE SPACE				21	0	0					22				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				23			0	0			24				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				25	0	0					26				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				27			0	0			28				AVAILABLE SPACE		1
	1	AVAILABLE SPACE				29	0	0					30				AVAILABLE SPACE		1
		TOTAL WATTS:		282	3,620		1,053	3,190	2,188	2,930	0	0		2,500	2,959				
		CONTINUOUS LOAD:		3,241															
		CONTINUOUS LOAD * 125%:		4,051															
		NON-CONTINUOUS LOAD:		6,120															
		DESIGN WATTS:		10,171															
		MIN. RATING (AMPS):		42															

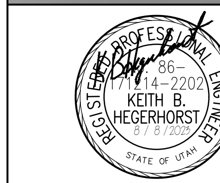
EQUIPMENT SCHEDULE

ITEM	DESCRIPTION	EQUIPMENT RATING VOLTS	PH	HP	WATTS	FLA	MCA	DISCONNECT AMPS	VOLTS	POLES	NEMA	FUSE	CONNECTION	STARTER TYPE	STARTER NEMA SIZE	NOTES
AIT-1	CHLORINE ANALYZER	120	1	1	150	1.25	-	-	-	-	-	-	HARD-WIRED	-	-	
ASH-1	CHLORINE LEAK ALARM	120	1	1	5	0.04	-	-	-	-	-	-	HARD-WIRED	-	-	
CBP-1	CHLORINE BOOSTER PUMP	120	1	1	1,920	16	-	-	-	-	-	-	HARD-WIRED	FVNR	-	2)
CP-1	MAIN CONTROL PANEL	120	1		500	4.17		-	-	-	-	-	HARD-WIRED	-	-	
CP-2	SMALL MOTOR CONTROL PANEL	120	1	-	1,984	16.5	-	-	-	-	-	-	HARD-WIRED	FVNR	-	
FIT-1	FLOW METER	120	1	1	50	0.42	-	-	-	-	-	-	HARD-WIRED	-	-	
P-1	WELL PUMP	460	3	600	549,102	690	-	-	-	-	-	-	HARD-WIRED	VFD	-	1)
WIT-1	CHLORINE TANK SCALE	120	1	1	100	690	-	-	-	-	5-20	-	PLUG-CORD	-	-	-
XFMR	TRANSFORMER DISCONNECT	480	3	-	-	-	-	30	600	3	1	F	HARD-WIRED	-	-	

NOTES: 1) REFER TO TYPICAL VFD CONTROL DIAGRAM ON E2.3.
2) PROVIDE MANUAL STARTER NEAR BOOSTER PUMP.

H.P.E. INC.
ELECTRICAL
ENGINEERS
POWER, CONTROL & INSTRUMENTATION SYSTEMS
HEGERHORST POWER ENGINEERING INCORPORATED
708 EAST 50 SOUTH,
AMERICAN FORK, UTAH,
84003
TEL. (801) 642-2051
FAX. (801) 642-2154

ELECTRICAL ENGINEERING



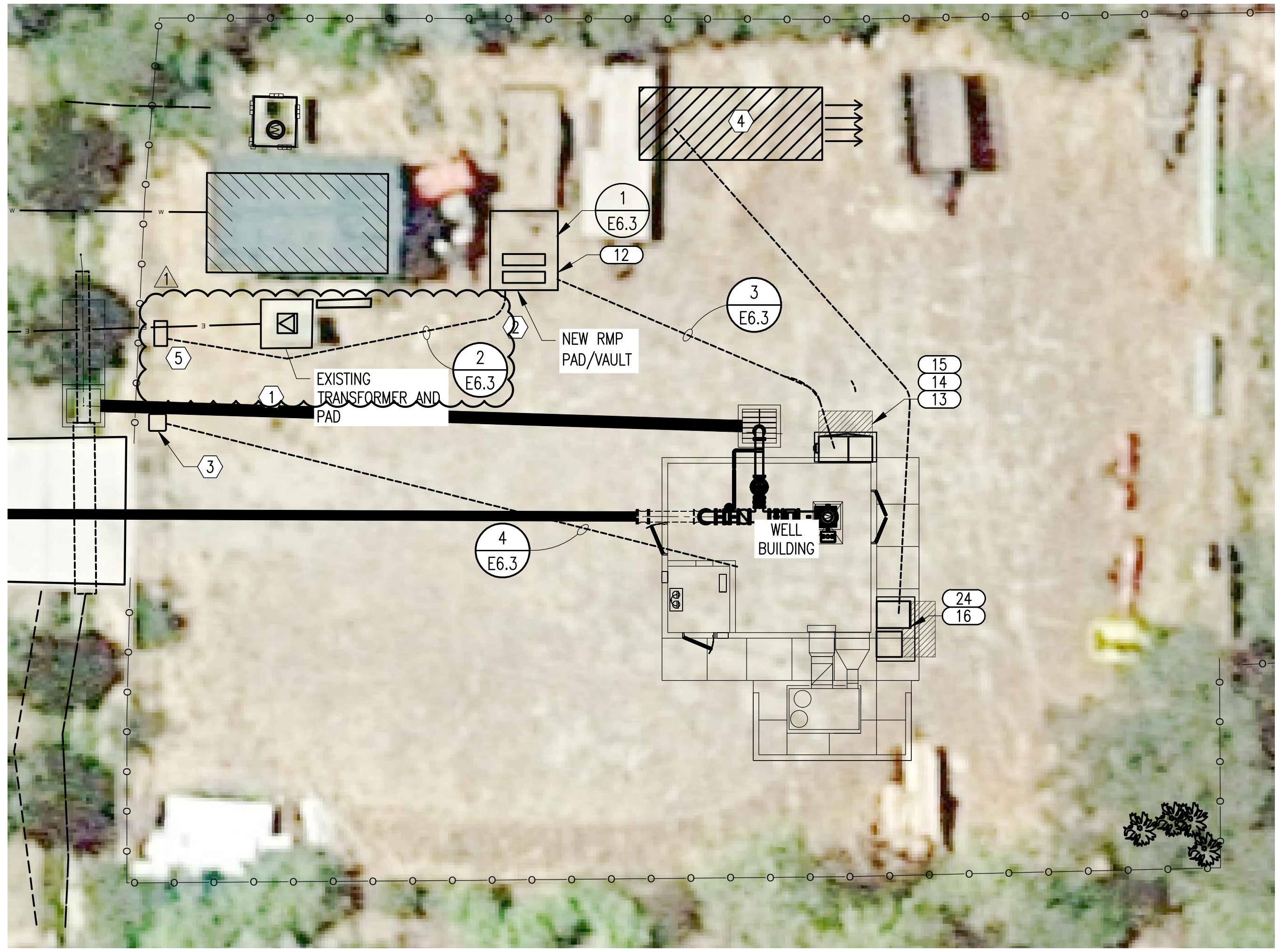
REV:	DATE:	DESCRIPTION:	BY:
1	3/1/23	ADDENDUM #1	KBH
2	8/8/23	CHANGE #1	KBH
3			
4			
5			
6			
7			
8			
9			
10			

HIGHLAND CITY
WELL NO. 4 REBUILD
HIGHLAND, UTAH

ELECTRICAL SCHEDULES

VERIFY SCALE
0" 1"
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING SCALE: AS SHOWN
DRAWN BY: GDS
DESIGNED BY: KBH
ENGINEERED BY: KBH
DATE: AUG. 2022
SHEET NO. E3.1
HPE PROJECT NO. 22.040



1 ELECTRICAL SITE PLAN
SCALE: 3/32" = 1'-0"

SITE PLAN ITEMS (E4.1)

DRAWING ID	TAG	DESCRIPTION	LOCATION
12	UT	UTILITY TRANSFORMER	OUTSIDE
13	MSD	MAIN SERVICE DISCONNECT	BUILDING EXTERIOR
14	UMS	UTILITY METER SOCKET	BUILDING EXTERIOR
15	UM	UTILITY METER	BUILDING EXTERIOR
16	MDP	MAIN DISTRIBUTION PANELBOARD	BUILDING EXTERIOR
24	ATS	AUTOMATIC TRANSFER SWITCH	BUILDING EXTERIOR

L:\HPELIBRARY\Tool Palette blocks\NOTE BOX TEXT.dwg

GENERAL NOTES:

1. REFER TO POWER ONE-LINE FOR WIRE AND CONDUIT REQUIREMENTS.

SHEET KEYNOTES:

1. COORDINATE WITH ROCKY MOUNTAIN POWER TO REMOVE EXISTING TRANSFORMER. REMOVE TRANSFORMER PAD.
2. PROVIDE NEW UTILITY PAD/VAULT, AND EXTEND RMP CONDUIT FROM THE AREA OF THE OLD TRANSFORMER TO THE NEW PAD/VAULT.
3. LOCATE NEW FIBER OPTIC PULL BOX IN THIS AREA. SEE ONE-LINE DIAGRAM FOR CONDUIT REQUIREMENTS.
4. LOCATION FOR FUTURE BACKUP POWER GENERATOR. COORDINATE FINAL LOCATION WITH OWNER DURING CONSTRUCTION.
5. APPROXIMATE LOCATION FOR NEW RMP GROUND SLEEVE.

H.P.E. INC.
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AMERICAN FORK, UTAH,
84003
TEL. (801) 642-2051
FAX. (801) 642-2154

HPE
ELECTRICAL ENGINEERING

REGISTERED PROFESSIONAL ENGINEER
86-7114-2202
KEITH B. HEGERHORST
8/8/2023
STATE OF UTAH

REV:	DATE:	DESCRIPTION:	BY:
1	8/8/23	CHANGE #1	KBH
2			
3			
4			
5			
6			
7			
8			
9			
10			

HIGHLAND CITY
WELL NO. 4 REBUILD
HIGHLAND, UTAH

ELECTRICAL SITE PLAN

VERIFY SCALE
0" 1"
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING SCALE: AS SHOWN
DRAWN BY: GDS
DESIGNED BY: KBH
ENGINEERED BY: KBH
DATE: AUG. 2022
SHEET NO. E4.1
HPE PROJECT NO. 22.040

Electrical Change No. 1

Purpose:

Highland City has requested that the original transformer and service to the existing well remain. They will use the existing well as a back up irrigation well in the future. These two wells will not operate at the same time.

See updated electrical One Line Diagram (E2.2) and Electrical Site Plan (E4.1).

Scope of Change:

- The existing utility transformer and secondary service should remain as-is.

- Locate the existing Rocky Mountain Power underground service feed to the existing transformer. Install a sectionalizer cabinet just inside the fence over the existing incoming power feed.

- Install one 4-in conduit on the existing conduit from the utility pole to feed the sectionalizer.

- Install the utility provided sectionalizer cabinet.

- Install one 4-in conduit with a pull tape from the sectionalizer to connect to the existing utility transformer primary conductor conduit.

- Install one 4-in conduit with a pull tape from the sectionalizer to the transformer pad for the new well.

- The utility company will install and terminate all primary cabling in the sectionalizer and the two utility transformers.

- Coordinate with RMP to inspect all underground conduit and sectionalizer location during construction.

- Do not install 480 VAC power from Panelboard H in the new well to the existing well building.

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #7

DATE: September 5, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, City Engineer/Public Works Director

SUBJECT: **ACTION:** Construction Contract with Eckles Paving for 11830 N

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider approving a construction contract with Eckles Paving for the removal and replacement of the asphalt for a cul-de-sac located at approximately 6023 W. 11830 N. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends the removal and replacement of the asphalt located at approximately 6023 W. 11830 N. This is a cul-de-sac that needs asphalt replacement following a water leak that disturbed the existing asphalt.

PRIOR COUNCIL DIRECTION:

The Council has not previously been advised of the issue as an unforeseen water leak is the catalyst for the consideration.

BACKGROUND:

Earlier this summer in July, a leak was called in by a resident reporting water surfacing up through the roadway in the 11830 Cul-de-sac. Crews responded and repaired the leaking water line. It appeared the line had been leaking for some time resulting in significant damage to the asphalt extending outside the area that was removed for the repair of the waterline.

The existing asphalt within this area is in poor condition with much of the area severely cracked and settling possibly resulting from the leaking water line. It appears more appropriate to replace the entire cul-de-sac and waterway instead of placing a patch in what otherwise is a very poor condition road.

FISCAL IMPACT:
The cost of this project is $75,319, including a 10% contingency. Funding for this expense is included in GL 56-40-70, Road Fee Projects within the FY2024 budget.

MOTION TO APPROVE:
I move that City Council APPROVE a construction contract with Eckles Paving in an amount up to $75,319 and AUTHORIZE the City Administrator to sign the contract documents.

MOTION TO DENY:
I move that City Council deny the construction contract with Eckles Paving. City Council to provide Staff with further direction.

ATTACHMENTS:

1. Eckles Paving Quote

COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE

ECKLES PAVING
ASPHALT PAVING & MAINTENANCE

Sumsion Construction L.C.
DBA Eckles Paving
P.O. Box 68
Springville, Utah 84663
Kory's Cell Phone (801)420-3591
Phone 801-225-3715

Buyer/ Rep.	Highland City -Ty Christensen	**Bid Proposal Date:**	8/2/2023
Billing Address		**Project Address**	6023 W 11830 N
City, State, Zip		**City, State, Zip**	Highland, UT
Phone Number	(801)420-3449	**Name Of Owner**	11830 N Circle Reconstruct
E-MAIL	tyc@highlandcity.org	**Job #**	KL23150

Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "***Company***"), will furnish the materials and services described herein (collectively, the "***Services***") to the person indicated above ("***Buyer***") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "***Terms and Conditions***." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

Description of Work	Quantity	Units		Unit Price	Estimated Totals
Remove/Haul 24" concrete curb and gutter. Form/Pour/Finish new concrete curb and gutter.	**80**	**LF**	@	**$ 148.00**	**$ 11,840.00**
Remove/Haul 8" thick concrete waterway. Form/Pour/Finish new 8" thick water way with rebar.	**144**	**SF**	@	**$ 45.00**	**$ 6,480.00**
Remove/Haul 3" thick asphalt. Furnish / Place / Compact 3" thick asphalt (1/2" PG58-28, 15% RAP - APWA)	**6080**	**SF**	@	**$ 3.35**	**$ 20,368.00**
Patch on Athena Drive: Remove/Haul 3" thick asphalt. Furnish / Place / Compact 3" thick asphalt (1/2" PG58-28, 15% RAP - APWA)	**160**	**SF**	@	**$ 5.00**	**$ 800.00**
			TOTAL		**$ 39,488.00**
Potential Soft Spots					
Remove/Haul 6" Roadbase under Curb and gutter. Replace with 6" new roadbase under curb and gutter (state spec)	**80**	**LF**	@	**$ 24.00**	**$ 1,920.00**
Remove/Haul 8" thick roadbase underneath waterway. Replace with 8" thick roadbase.	**144**	**SF**	@	**$ 8.50**	**$ 1,224.00**
Remove/Haul existing subgrade material to 12" depth. Provide/Place combigrid fabric. Furnish/Place/Compact new 12" thick roadbase (State Spec)	**6080**	**SF**	@	**$ 4.25**	**$ 25,840.00**

NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted.

BID DOES NOT INLCUDE ANY LANDSCAPE REPAIR

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a per-ton basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a $1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by ______________________________ Authorized Representative

Kory Longenecker, Estimator

Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent		Buyer/Agent	
Print Name	______________________	Signature	______________________
		Date	______________________

Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

BUYER OBLIGATIONS. Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

PROJECT PLANS/SPECIFICATIONS. To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

OPTION TO SUBCONTRACT. Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

CHANGES. Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

DELAYS. The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

UTILITIES. Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

PREMISES. Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional $75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.

TIME OF PERFORMANCE. Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

PERMITS. The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

LIMITED WARRANTY. Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement ; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

CONCRETE WARRANTY. Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES**: It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

LIMITATION OF LIABILITY. WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

SITE CONDITIONS. The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

ADA COMPLIANCE. The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

WATER. Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

NONSOLICITATION. During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

PUBLICITY. The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

NO MODIFICATION. Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

GENERAL PROVISIONS. All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or releating to this bid proposal.

PROJECT PLAN

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #8a

DATE: September 5, 2023
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney
SUBJECT: **RESOLUTION:** Vacancy Voting and Appointment Procedures
TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:

The City Council will consider the adoption of an amendment to establish procedures for the interviewing, voting, and appointment of candidates to fill a council office vacancy. The City Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends the City Council consider the resolution and **ADOPT** the proposed resolution, with any changes desired by the City Council, so the Council has established policies prior to the special meeting to fill the council vacancy on September 12, 2023.

PRIOR COUNCIL DIRECTION:

The Council discussed appointment procedures during its meeting on August 15, 2023. The Council reviewed several options from other cities and directed staff to prepare procedures that allowed for a short presentation from candidates, limited questions from the council, a process to narrow the number of candidates before voting to appoint, and to have council votes/ballots be confidential.

BACKGROUND:

With the vacancy on the City Council caused by former Councilmember Sarah Petersen's resignation, the City Council needs to appoint a new councilmember to serve the remainder of her term (through 2025). Utah State law allows cities to "adopt procedures governing the appointment, interview, and voting process for filling vacancies in municipal offices," consistent with the requirements of state law. Utah Code § 20A-1-510(8). Staff recommends having those procedures be formally written down and approved, so it is clear to all participants what the process will be.

The proposed resolution establishes:

1. 2-minute introduction from a candidate, followed by one question to the candidate from each of the council members, including the mayor.
2. Each council member other than the mayor nominates, by secret ballot, 2 candidates to be considered for appointment, resulting in 2 to 8 final candidates.
3. The final candidates will be brought to the council again, and each council member,

including the mayor, can ask one additional question to each final candidate.

4. The council then votes to appoint a candidate from among the final candidates by secret ballot.
5. All ballots and nominations will be collected and counted by the city recorder, with the city attorney observing and assisting.
6. Ties will allow the mayor to vote, and if ties remain after the mayor votes, they will be broken according to the coin-toss procedures set out in state law.
7. Once voting begins (after the nomination process), any candidate that receives 3 votes is appointed to fill the vacancy.

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 **ADOPT** the proposed resolution adopting procedures governing the appointment, interview, and voting process for filling vacancies in city council offices.

ATTACHMENTS:
1. Resolution

ATTACHMENT 1:

Highland City, Utah

RESOLUTION NO. 2023-_______

A RESOLUTION ADOPTING PROCEDURES GOVERNING THE APPOINTMENT, INTERVIEW, AND VOTING PROCESS FOR FILLING VACANCIES IN CITY COUNCIL OFFICES

WHEREAS, Highland City is authorized by Utah Code § 20A-1-510(8) to adopt procedures governing the appointment, interview, and voting process for filling vacancies in municipal offices, provided such procedures and processes are consistent with state law;

WHEREAS, the Highland City Council desires to adopt such procedures and processes;

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

1. The process for the interviewing, voting on, and appointment of candidates to fill a vacancy in a city council office shall be as follows:

    a. Candidates who timely and properly submitted a declaration of candidacy to fill the council vacancy shall be the only candidates considered by the city council.

    b. Candidates shall be invited, one-by-one, to present a two-minute introduction or presentation regarding themselves and their candidacy. The order of candidates shall be according to the procedures and master ballot position list established by the Utah Lieutenant Governor.

    c. Each council member, including the mayor, shall ask one question of the candidate after the candidate's two-minute presentation. Council members may ask the same question or different questions for different candidates.

    d. After each candidate has had the opportunity to present and be asked questions, the city council shall narrow the pool of candidates:

        i. Each council member, excluding the mayor, shall nominate two of the candidates to advance by writing those candidates' names and submitting them to the city recorder.

        ii. Each candidate whose name was nominated by at least one council member shall be nominated for further consideration. The city recorder shall create the list of nominated candidates and publicly inform the council, candidates, and public of the names of the nominated candidates. The city recorder shall not indicate or state how many or which council members nominated any candidate.

        iii. This nomination process is not a vote to appoint a candidate to fill the vacancy, and the nomination of a single candidate by a majority of city council members does not result in the appointment of that candidate.

    e. The council shall then invite the nominated candidates, one-by-one, to be asked additional questions:

  i. Nominated candidates shall be called in reverse master ballot position order, according to the procedures and master ballot position list established by the Utah Lieutenant Governor.

  ii. Each council member, including the mayor, shall ask one question of each nominated candidate. Council members may ask the same question or different questions for different candidates.

f. The city council shall then vote to fill the vacancy from among the names of the nominated candidates according to Utah Code § 20A-1-510(1).

  i. Voting shall be by secret ballot that is submitted to and reviewed by the city recorder. The mayor shall not submit a ballot until requested by the city recorder in order to break a tie. The city recorder shall reveal only the results of the ballots and not the votes of council members.

  ii. If during any round of voting, a nominated candidate receives at least three votes, they shall be the person who fills the vacancy. If no nominated candidate receives at least three votes after the first round of voting, after breaking any ties, a second round of voting will be held between the two candidates who received the most votes.

  iii. If at any point of the voting there is a tie, the city recorder shall publicly announce that there is a tie and ask for the mayor to submit a secret ballot. If after the mayor submits a secret ballot there remains a tie, the tie shall be broken according to the procedures set forth in Utah Code § 20A-1-510(1). For a coin toss, candidates shall be assigned "heads" or "tails," based on the master ballot position order and the coin shall be tossed in public view to land on the floor.

g. The city attorney shall assist the city recorder in reviewing nominations and ballots to provide direction as to the requirements of state law and this resolution and to provide confirmation of the results of nominations and ballots.

2. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this ________ day of ______________, 2023.

____
Mayor

ATTESTED:

____
City Recorder

AGENDA NEXT

HIGHLAND CITY

CITY COUNCIL AGENDA REPORT ITEM #8b

DATE: September 5, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, City Engineer/Public Works Director

SUBJECT: **ACTION:** PI Meter Construction Contract change order for continuation of PI meter installation with Hydro Vac Excavation, LLC

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:
The City Council will consider approving a change order to the construction contract with Hydro Vac Excavation, LLC for the continuation of the Pressurized Irrigation Meter installation project. The Council will take appropriate action.

STAFF RECOMMENDATION:
Staff recommend a continuation of the installation construction contract with Hydro Vac Excavation, LLC to continue installing PI meters throughout the winter 2023/24 months in anticipation of completion of the residential installations in all areas of the City by October of 2024. City staff are pleased with the installation of the meters thus far and recommend continuing working with Hydro Vac for future phases of the project.

PRIOR COUNCIL DIRECTION:
On February 7, 2023, City Council approved a construction contract with Hydro Vac Excavation, LLC for the first phase of the PI meter installation project.

The bid documents provide at the City's option for an extension of the contract for the ensuing years of meter installation. The bid from Hydro Vac includes a 10% increase for the installation of meters in 2024 and 2025. The City determined at that time to evaluate Hydro Vac's performance in 2023 before making decisions relative to future years.

City Council has previously accepted grant funding through the Bureau of Reclamation and Utha State Department of Water Resources the funding for the PI meter project is as follows:

Project Funding		
BOR Water Smart Grant	$2,000,000	(requires 1:1 local match)
State of Utah Grant	$5,000,000	(requires 30% local match)
Highland City	$2,800,000	
Current Anticipated Cost	$9,800,000	

On August 15, 2023, City Council gave staff direction to continue moving forward with

Hydro Vac for next year's work and to allow them to install over the winter months.

BACKGROUND:

The City has been pleased with Hydro Vac's work to date on the PI meter project. Staff recommends approving the change order to have Hyrdro Vac install the balance of the residential PI meter installations throughout the City. In addition, after talking with other cities who have had good experiences doing installs through the winter months, staff is recommending allowing Hydro Vac to continue working when the PI system is turned off for the season. With this timeline, staff anticipates the installation project on residential homes be complete in October of 2024. This will leave only the City parks and some commercial areas to contract in a future action.

FISCAL IMPACT:

The cost of this change order including a 10% contingency is $2,314,206. Funding for the PI meter project is included in GL 53-40-50, PI Grant Expenditures, within the FY2024 budget. Pending the timing billing (FY24 vs FY25) for parts and installation, it may be necessary to adjust the end of year budget for the PI Grant Expenditures; however, sufficient funds are available due to the grant reimbursements that are available as the City pays the expenses of the project.

MOTION TO APPROVE:

I move that City Council APPROVE the change order to the construction contract with Hydro Vac Excavation, LLC in an amount up to $2,314,206 and AUTHORIZE the City Administrator to sign the necessary contracts.

MOTION TO DENY:

I move that City Council DENY the continuation construction contract with Hydro Vac Excavation LLC for construction of pressurized irrigation meters. *(City Council to provide further guidance to staff in motion for denial.)*

ATTACHMENTS:

1. Change Order Documents

DOCUMENT 00 53 00

Change Order

No. 1

Date of Issuance: 8-29-2023 Effective Date: ____________

Project: 2023 PI Meter	Owner: Highland City	Owner's Contract No.:
Contract:2023 PI Meter Installation Project		Date of Contract:4-15-2023
Contractor: Hydro Vac Excavation LLC		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Addition of Phase 2 of the Meter Installation Project, to be completed in 2024, subject to material availability.

Contractor understands that availability of parts are subject to suppliers schedule.

Attachments (list documents supporting change):

Phase 2 Contract Schedule with costs per Bid Documents and Hydro Vac Excavation Costs for 1.5" & 2" Meters

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $656,156.00	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): Oct 1, 2023 Ready for final payment (days or date): Nov 1, 2023
[Increase] from previously approved Change Orders No. _____ to No. _____: $0	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): ____________ Ready for final payment (days): ____________
Contract Price prior to this Change Order: $656,156.00	Contract Times prior to this Change Order: Substantial completion (days or date): Oct 1, 2023 Ready for final payment (days or date): Nov 1, 2023
Increase of this Change Order: $2,103,824.00	Increase of this Change Order: Substantial completion (days or date): Oct 15, 2024 Ready for final payment (days or date): Nov 15, 2024
Contract Price with this Change Order: $2,759,980.00	Contract Times with all approved Change Orders: Substantial completion (days or date): Oct 15, 2024 Ready for final payment (days or date): Nov 15, 2024

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: ____________	By: ____________	By: ____________
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: ____________	Date: ____________	Date: ____________

HIGHLAND CITY - PI METER INSTALLATION PHASE 2
CONTRACT SCHEDULE 8-29-23

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TYPE A INSTALLATION - Improvements in grass/mulch landscaping, does not include relocation of homeowner items and does not have above ground utility conflicts				
A1	**3/4" METER W/ 3/4" SERVICE** Installation is near existing box and includes ball valve	100	EA	$440.00	$44,000.00
A2	**1" METER W/ 1"SERVICE** Installation is near existing box and includes ball valve	650	EA	$440.00	$286,000.00
A3	**1" METER W/ 1-1/4" SERVICE** Installation is near existing box and includes ball valve	150	EA	$440.00	$66,000.00
A4	**1.5" METER W/ 1.5" SERVICE** Installation is near existing box and includes ball valve	10	EA	$800.00	$8,000.00
A5	**2" METER W/ 2"SERVICE** Installation is near existing box and includes ball valve	10	EA	$1,200.00	$12,000.00
	TYPE B INSTALLATION - Installation includes the removal of valving, filters, pipe in the City valve box and relocated to a new box (no move to parkstrip)				
B1	**3/4" METER W/ 3/4" SERVICE** Installation is near existing box and includes ball valve	145	EA	$550.00	$79,750.00
B2	**1" METER W/ 1"SERVICE** Installation is near existing box and includes ball valve	1,000	EA	$550.00	$550,000.00
B3	**1" METER W/ 1-1/4" SERVICE** Installation is near existing box and includes ball valve	220	EA	$550.00	$121,000.00
B4	**1.5" METER W/ 1.5" SERVICE** Installation is near existing box and includes ball valve	10	EA	$1,000.00	$10,000.00
B5	**2" METER W/ 2"SERVICE** Installation is near existing box and includes ball valve	25	EA	$1,500.00	$37,500.00
	TYPE C INSTALLATION - Improvements are in shrubbery, above ground utility conflict or other conflicts (can not be moved to parkstrip)				
C1	**3/4" METER W/ 3/4" SERVICE** Installation is near existing box and includes ball valve	60	EA	$605.00	$36,300.00
C2	**1" METER W/ 1"SERVICE** Installation is near existing box and includes ball valve	350	EA	$605.00	$211,750.00
C3	**1" METER W/ 1-1/4" SERVICE** Installation is near existing box and includes ball valve	75	EA	$605.00	$45,375.00
C4	**1.5" METER W/ 1.5" SERVICE** Installation is near existing box and includes ball valve	15	EA	$1,200.00	$18,000.00
C5	**2" METER W/ 2"SERVICE** Installation is near existing box and includes ball valve	25	EA	$1,750.00	$43,750.00

HIGHLAND CITY - PI METER INSTALLATION PHASE 2
CONTRACT SCHEDULE 8-29-23

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
TYPE D INSTALLATION - Improvements are in concrete, near large trees or other similar difficult locations (can not be moved to parkstrip)					
D1	**3/4" METER W/ 3/4" SERVICE** Installation is near existing box and includes ball valve	30	EA	$605.00	$18,150.00
D2	**1" METER W/ 1"SERVICE** Installation is near existing box and includes ball valve	130	EA	$605.00	$78,650.00
D3	**1" METER W/ 1-1/4" SERVICE** Installation is near existing box and includes ball valve	25	EA	$605.00	$15,125.00
D4	**1.5" METER W/ 1.5" SERVICE** Installation is near existing box and includes ball valve	10	EA	$1,500.00	$15,000.00
D5	**2" METER W/ 2"SERVICE** Installation is near existing box and includes ball valve	25	EA	$1,900.00	$47,500.00
TYPE E INSTALLATION - Installation moved to parkstrip					
E1	**3/4" METER W/ SINGLE 3/4" SERVICE** Installation in park strip and no ball valve required	10	EA	$550.00	$5,500.00
E2	**1" METER W/ SINGLE 1"SERVICE** Installation in park strip and no ball valve required	50	EA	$550.00	$27,500.00
E3	**1" METER W/ SINGLE 1-1/4" SERVICE** Installation in park strip and no ball valve required	10	EA	$550.00	$5,500.00
E4	**3/4" METER ON DUAL SERVICE** Installation in park strip and no ball valve required	5	EA	$550.00	$2,750.00
E5	**1" METER ON DUAL SERVICE** Installation in park strip and no ball valve required	50	EA	$550.00	$27,500.00
E6	**1.5" METER W/ SINGLE 1.5" SERVICE** Installation in park strip and no ball valve required	5	EA	$1,200.00	$6,000.00
E7	**2" METER W/ SINGLE 2"SERVICE** Installation in park strip and no ball valve required	5	EA	$1,750.00	$8,750.00

HIGHLAND CITY - PI METER INSTALLATION PHASE 2
CONTRACT SCHEDULE 8-29-23

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ADDITIONAL COSTS					
F1	**MOBILIZATION**	1	LS	$22,000.00	$22,000.00
F2	**CONCRETE REMOVAL & REPLACEMENT**	800	SF	$22.00	$17,600.00
F3	**ADDITIONAL COST TO PLANT SHRUBS PER METER**	120	EA	$55.00	$6,600.00
F4	**ADDITIONAL COST TO PLANT TREE (1-1/2")**	80	EA	$110.00	$8,800.00
F5	**ADDITIONAL COST FOR SERVICE BETWEEN 24"- 48"**	600	EA	$110.00	$66,000.00
F6	**INSTALL BALL VALVE**	100	EA	$330.00	$33,000.00
F7	**ADDITIONAL COST TO INSTALL MXU**	3,140	EA	$27.50	$86,350.00
F8	**INSTALL POLYMER CONCRETE BOX** 17"x30" Dimensions	10	EA	$550.00	$5,500.00
F9	**PROVIDE DWARF BURNING BUSH (2 GAL)**	120	EA	$35.20	$4,224.00
F10	**PROVIDE ARISTOCRAT FLOWERING PEAR** 1-1/2" Caliper Tree	40	EA	$385.00	$15,400.00
F11	**REMOVE EXISTING TREE**	40	EA	$275.00	$11,000.00
		TOTAL CONTRACT AMOUNT			$2,103,824.00

AGENDA

CITY COUNCIL AGENDA REPORT
ITEM #9

HIGHLAND CITY

DATE: September 5, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Andy Spencer, City Engineer/Public Works Director

SUBJECT: **DISCUSSION:** Cemetery Maintenance Building

TYPE: **GENERAL CITY MANAGEMENT**

PURPOSE:
The City Council will discuss the installation of a cemetery maintenance building. The Council will take appropriate action.

STAFF RECOMMENDATION:
Staff recommends the installation of a maintenance building to be installed in the designated cemetery maintenance area for storage of equipment related to operations of the cemetery.

PRIOR COUNCIL DIRECTION:
City Council approved within the FY2024 budget for the Cemetery Perpetual Fund, Capital Outlay line item 21-43-74 with the amount of $48,000 to be used for Cemetery Improvements.

BACKGROUND:
In 1999 Highland City began the construction of the cemetery. In 2004-05 the expansion of the cemetery was contracted. During the planning and construction phases of the cemetery there has been a location designated for a maintenance/storage area for excess dirt and equipment to be placed and for operations and maintenance purposes. Currently, there is a conex on site to store some of the equipment. The equipment and drive mats are all stored outside. The combination of dirt and equipment can create an unsightly area of the cemetery.

The adopted budget included money for a second conex and roof structure between the conex containers to create a carport. Staff feels that a building as suggested will be a better appearance and allow for more security for the equipment than the previously contemplated option.

The purpose for constructing a maintenance building on this site is to house the trucks, skid steer, mini-ex and other equipment needed to operate and maintain the cemetery. The building will also allow the dirt to be screened from view in the cemetery.

Currently most of the larger equipment is being stored outside in the elements causing unnecessary ageing and distress of equipment.

Staff have researched potential building options and suggest the City move forward with the building concept provided. Council input is requested to ensure the building is acceptable and is in harmony with the aesthetics of the cemetery.

FISCAL IMPACT:

Funding for this expense is included in GL 21-43-74 Cemetery Perpetual Fund within the FY 2024 budget.

ATTACHMENTS:

1. Building Concept
2. Color Samples

SIDING AND TRIM COLOR OPTIONS

Coal Black	Ivy Green	Burnished Slate	Burgundy	Rustic Red	Koko Brown
Gallery Blue	Crimson Red	Charcoal Gray	Hawaiian Blue	Buckskin	Desert Sand
Gray	Regal White	Saddle Tan	Light Stone	Ivory	Polar White

ROOF COLOR OPTIONS

Hawaiian Blue	Crimson Red	Fern Green	Burnished Slate	Ash Gray
Saddle Tan	Desert Sand	Koko Brown	Charcoal Gray	
Polar White	Rustic Red	Light Stone	Gallery Blue	

Note: Actual colors may vary. Final color selection should be made from actual color chips.